



LOUISIANA DEPARTMENT OF INSURANCE

JAMES J. DONELON
COMMISSIONER

CEASE AND DESIST ORDER
NOTICE OF REVOCATION AND FINE
PRODUCER LICENSE #446894

August 19, 2020

Jerry Lynn Dool
310 Warwick Drive
Monroe, LA 71203

Article # **7019 2280 0001 1504 2518**

Via Email: bass2catcher@aol.com

WHEREAS, IT HAS COME TO MY ATTENTION, as Commissioner of Insurance (Commissioner) of the Louisiana Department of Insurance (LDI), that Jerry Lynn Dool has violated certain provisions of the Louisiana Insurance Code, Title 22, La. R. S. 22:1 *et. seq.* As used hereinafter, “you” and “your” refer to Jerry Lynn Dool. Accordingly, pursuant to the power and authority vested in me as the Commissioner, issue this Order to Cease and Desist, Notice of Revocation and Notice of Fine based on the following, to wit:

Jerry Lynn Dool is an individual producer (License #446894) with a license date of October 5, 2007 and is currently lapsed.

From June 18, 2013 to April 30, 2015 you held an appointment with Equitable Life & Casualty Insurance Company (“Equitable Life”).

From May 5, 2016 to April 30, 2018, you held an appointment with Transamerica Life Insurance Company (“Transamerica”).

From December 4, 2017 to May 7, 2018, you held an appointment with Senior Life Insurance Company (“Senior Life”).

Your LDI producer license lapsed on September 30, 2018.

1. Mitcham

On October 5, 2016, you submitted a Transamerica \$15,000 life application for \$15,000 on Patricia Mitcham (#015716152). Mitcham submitted voided check #1021 from her Chase Bank account ending in 5721. That policy is still active.

On February 22, 2017, you submitted a second Transamerica life application for \$25,000 on Mitcham (#01578278). The total premium was \$86.82. Instead of attaching a voided check, you wrote,

“Had run out of checks \ saw bank info on deposit slip. Jerry Dool”

That policy was free look surrendered/rescinded by Transamerica after a verbal allegation of fraud. On January 17, 2018, a Senior Life application was completed on Mitcham for a \$9,500 life insurance policy (#SL93738). Mitcham's previously submitted voided Chase Bank check (#1021) was submitted with the application. It was altered in that it was dated January 17, 2018 and written for \$52.86.

Two months later, on March 26, 2018, a second Senior Life application was completed on Mitcham for a \$9,000 life policy (#SL102276). Once again, the previously submitted voided check (#1021) in the amount of \$52.86 was resubmitted with the application. The date was changed to March 27, 2018.

In 2018, Mitcham contacted Senior Life and advised she did not apply for either of the two life policies nor was she familiar with Senior Life. She informed Senior Life you were her insurance agent for her Transamerica policy. Mitcham previously provided you with a voided check in order to update her banking information for her Transamerica policy. Mitcham faxed a letter to Senior Life requesting the unauthorized policies be cancelled and all premiums refunded. Mitcham was refunded \$158.58.

Due to the information received regarding Mitcham's policies, Senior Life pulled your book of business and attempted to contact 21 life policy applicants. Many of these were difficult to contact due to incorrect and/or disconnected phone numbers and/or incorrect addresses on the applications. Several of the applicants who were able to be contacted said you were their agent for a previously secured life insurance policy through another company. Some policyholders contacted Senior Life after unauthorized charged premiums for a life insurance policy for which they did not apply. The applicants claimed they never submitted Senior Life policy applications and requested refunds for premiums paid.

2. Allen

A \$20,000 Senior Life policy application on Judith Allen was dated April 2, 2018 (#SL103153). The premium amount was \$70.21. A Kraftman Federal Credit Union bank account ending in 0070 was listed in the Bank Service Plan Authorization section. Senior Life required a telephone interview with Allen. They attempted to contact Allen five times but were unsuccessful. You called and cancelled Allen's application.

3. Banks

A \$10,000 Senior Life policy application on Lorine Banks was dated March 1, 2018 (#SL99269). A "Barkdale" [sic] Federal Credit Union account ending in 1701 was listed in the Bank Service Plan Authorization section. The initial premium payment of \$65.54 failed because the bank could not locate that account.

4. Burns

On March 31, 2018, a Senior Life \$8,000 policy application on Terry Burns was signed (#SL99268). The monthly premium was \$66.64. A Jackson Parish Bank account ending in 9676 was listed in the Bank Service Plan Authorization section. According to the internal referral to Senior Life's Special

Investigations Unit (SIU), Burns contacted Senior Life and advised he never applied for his policy. His application listed an incorrect phone number and address. The original policy was returned to Senior Life by the postal service because the address was incorrect. The cancellation request Burns submitted via fax on April 16, 2018 listed his correct address.

5. Chappell

In March 2014, Katherine Chappell applied for an Equitable Life whole life policy through you (#265767). Chappell submitted voided check #4460 to you with the application. The check was from a Franklin State Bank account ending in 5104 and had "Void" written on it twice.

Nearly four years later, in January 2018, a Senior Life application was submitted on Chappell (#SL93965). Chappell's previously used voided check (#4460) was submitted with the Senior Life application. The check was altered in that it was dated January 19, 2018 and written in the amount of \$84.87. Parts of the handwritten "Void" can still be seen on the check. The initial premium payment was refused by the bank due to no account. The phone number listed on the Senior Life application was not Chappell's phone number.

In February 2018, Chappell's insurance agent at the time drafted a cancellation letter on behalf of Chappell. The agent wrote the policy was taken out by mistake and Chappell was confused about the policy and the Senior Life policy should have not been issued. The agent filed a complaint against you via the letter. The letter was signed by the agent and Chappell.

6. Crank

You were Brenda Crank's agent for two previous policies issued under Transamerica. The first policy was applied for on June 23, 2016 in the amount of \$10,000 (#015663613). The monthly premium was to be \$41.45. A voided Chase Bank check from account ending in 6225 was submitted with the application. The check (#2063) was printed with Ardis Crank's name on it. It was altered by adding Brenda Crank's name to the top. The printed address had a line drawn through it and a different street address was added. There are two noticeable sections on the check that had heavily scratched out words and "Void" was written on the check in three places. That policy is currently active.

The second policy application was dated February 16, 2017 and was for a \$25,000 policy (#015779949). The premium was to be \$98.38. On page 4 of the application, in the box where a voided check should be, the following was written:

"out of checks / saw info on bank card Dool"

In March 2017, Brenda Crank notified Transamerica you were over drafting her account without her permission. She informed them she was not aware of the second policy and did not want it. She requested a refund. The policy was rescinded.

Less than a year later, in January 2018, you submitted a Senior Life \$15,000 policy application on Crank dated January 11, 2018 (#SL93210). According to the application, the monthly premium was to be \$96.77. The previously used voided check (#2063) submitted with the 2016 Transamerica application was submitted with the Senior Life application. The check was further altered; correction

tape appeared to be used in several areas on the check. The same scratched out words visible on the check from the 2016 Transamerica application and parts of the handwritten "Void" can still be seen. The check was written in the amount of \$96.77. The initial premium payment was returned to the bank because Crank advised it was unauthorized.

7. Dulaney, Bernard

On June 30, 2016 you submitted a Transamerica life application for \$7,000 on Bernard Dulaney (#015667335). A 1st Guaranty Bank account number ending in 3091 was given for the premium payment electronic funds transfer (EFT). On page 4 of the application, in the box where a voided check should be, the following was written:

"No checks only use Debit Card"

The policy was terminated due to insufficient premium.

Nearly six months later, on December 26, 2016, you submitted a second Transamerica life application on Bernard Dulaney in the amount of \$15,000 (#01576606). The same 1st Guaranty Bank account was listed for premium payments. On page 4 of the application, in the box where a voided check should be, the following was written:

"Uses Debit Card JD"

On the last page of the application, Policy #015667335 was referenced, and the following was handwritten below your signature:

"wanted to increase insurance before he got another year older."

This second policy was "free look surrendered/rescinded" by Transamerica. On February 27, 2018, Transamerica issued Bernard Dulaney a check in the amount of \$330.45 for policy #015756606.

A Senior Life policy application dated December 18, 2017 was submitted on Bernard Dulaney (#SL91456). The policy amount was \$5,000 and the premium was \$67.45. A disconnected phone number was listed on the application. The same 1st Guaranty Bank account ending in 3091 was listed on the Senior Life application. The initial payment failed due to a closed bank account.

8. Dulaney, Edna

On June 30, 2016, you submitted a Transamerica life application for \$10,000 on Edna Dulaney (#015667723). A 1st Guaranty Bank account number ending in 3091 was given for the premium payment electronic funds transfer (EFT). On page 4 of the application, in the box where a voided check should be, the following was written:

"No Checks Only Debit Card D"

Ten days later, on January 5, 2017, you submitted a second Transamerica life application for \$20,000 on Edna Dulaney (#015759889). The premium was \$104.30. You listed the same 1st Guaranty Bank account number ending in 3091 for premium payment EFTs. On page 4 of the application, in the box where a voided check should be, the following was written:

"Only Debit Card JD"

On the last page of the application, Policy #015667723 was referenced, and the following was handwritten below your signature:

"wanted to increase coverage with another policy"

This second policy was "free look surrendered/rescinded" by Transamerica.

9. Ferrand

On October 19, 2016, you submitted a Transamerica \$20,000 life application on Eddie Ferrand (#015722877). Ferrand's address was incorrectly listed as 4 Colonial Drive, Monroe, LA 71203. Ferrand submitted voided personal bank check #1001 from his Centric Federal Credit Union account ending in 6125. "Void" was written three times on the check. The address printed on the check was 40 Colonial Drive, Monroe, LA 71203. That policy was free look surrendered/rescinded.

Over a year later, an application for a \$7,500 Senior Life policy on Ferrand was signed on February 12, 2018 (#SL97003). The premium was \$99.64. The same incorrect 4 Colonial Drive address was listed in the application. Ferrand's previously submitted voided check (#1001) was submitted with the Senior Life application. It was obviously altered, dated February 12, 2018, and in the amount of \$99.64. The three previously handwritten voids were whited out, along with parts of the Centric Federal Credit Union logo. "Centric" was handwritten back onto the check. Lines within the check body are drawn in and the check appears to be abnormally extended to the right. The initial payment failed because the bank reported the account was frozen.

The policy copy was returned to Senior Life by the post office. It was marked "Return to Sender" and "Insufficient Address". An online search of Ferrand shows he lives or lived at 40 Colonial Drive in Monroe, LA. According to Senior Life, the phone number listed on the application was also incorrect.

10. Ford

You were Sallie Ford's agent for two life policies issued under Transamerica. The first policy was dated July 21, 2016 in the amount of \$10,000 (#015679831). Ford submitted a voided Hibernia bank check from account ending in 5484 with the application. Check #1022 had "Void" written on it twice. The Hibernia National Bank name was lined out and Capitol One was handwritten to the side.

Six months later, on January 31, 2017, the second policy application for \$40,000 was faxed to Transamerica (#015771938). On page 4 of the application, in the box where a voided check should be, the following was written:

"Out of checks \ took info off of deposit slip Jerry Dool"

In March 2017, Ford's daughter, Lakita Ford, contacted Transamerica and told them her mother was having additional unauthorized payments taken out for her mother's policy. Lakita Ford also complained additional payments were being drafted from her (Lakita) bank account and a second \$30,000 Transamerica life policy (#015775429) was issued without her knowledge. Lakita Ford refuted the second policies were applied for by both she and her mother. All four policies are no longer active.

About a year later in January 2018 you submitted a Senior Life application for \$12,500 on Sallie Ford dated January 8, 2018 (#SL92862). The application contained an incorrect phone number. Previously voided bank check (#1022) submitted with the 2016 Transamerica application was submitted with the Senior Life application. It was altered, and correction tape appeared to be used in two areas. Hibernia National Bank was still lined out and Capitol One was handwritten to the side. Part of the "V" in void can be seen from behind the correction tape on the signature line. The check was written in the amount of \$51.04.

Also, on January 8, 2018 an application for Legacy Assurance Membership Enrollment was completed on Sallie Ford (#207004). The membership offers funeral merchandise at prices lower than the national average. The membership fee is \$3 a month. Sallie Ford's Capital One bank account information from account ending in 5484 was listed on the application. Sallie Ford did not know she was enrolled with Legacy Assurance, nor did she apply for it.

Sallie Ford denies applying for the Senior Life policy and disputes the signature on the application and altered check. She says you were her agent for her Transamerica policy, and she has not seen you since you came to her home that one time and sold her the first Transamerica policy. She says she gave you a voided bank check at that time. Ford submitted a cancellation letter to Senior Life in February 2018 and received a refund for \$51.08.

11. Franks

You were Betty Franks' agent for two previous policies issued under Transamerica. The first policy was applied for in June 27, 2016 in the amount of \$10,000 (#015665419). The monthly premium was to be \$69.20.

On July 18, 2016 you faxed a "New Business Rewrite" form indicating Franks wanted to change the amount of her policy to \$20,000. The new premium amount was \$134.90.

Nearly six months later, a second policy was applied for on January 12, 2017 for \$20,000 (#015763110). The monthly premium was \$134.90. On the last page of the application, Policy #015665419 was referenced, and the following was handwritten below your signature:

"Increasing amt to max. coverage D"

On January 18, 2017, you faxed an "Amendment to Application" form regarding Franks' newest policy (#015763110). The amendments were the initial specified amount of the policy was \$10,000 (not \$20,000) and the monthly premium was \$69.20.

According to Franks, she wanted to increase her initial \$10,000 policy to \$20,000 which you did; however, you later submitted a new application for an additional \$20,000 policy, decreased the amount to \$10,000, bringing her total coverage to \$30,000. Franks said she was charged for both policies and you wrote her a check for \$69.20 to reimburse her for the second policy. The check you gave her was rejected for insufficient funds. Franks said she eventually got reimbursed directly from you.

Later that year in December 2017, you submitted a Senior Life \$6,000 policy application on Franks dated December 15, 2017 (#SL91324). According to the application, the monthly premiums in the amount of \$87.47 were to be automatically withdrawn from a Ouachita Valley Federal Credit Union account belonging to Lanette Lyles. Lanette Lyles is your wife.

On March 7, 2018, the premium payment was rejected due to insufficient funds. The following day Senior Life sent a letter to Franks informing her the premium payment was refused. On April 5, 2018, the premium payment was again rejected for insufficient funds and the policy lapsed. Franks called Senior Life and advised them she never wanted this policy and wanted it cancelled.

According to Franks, the Senior Life application was submitted without her knowledge and she denied signing the application. She claims you called and informed her about the policy after it was issued. She said you told her your wife would pay for the policy because it is something she does for your good customers.

Franks alleged you saved copies of old applications and that is how you had her information to submit the Senior Life policy application. Franks reviewed the Senior Life policy application and wrote a letter refuting the signature on the application. She wrote she never met with you for this policy application, nor did she know the payer, Lanette Lyles. Franks wrote you were probably trying to increase your commission for the year by getting the policy on her.

12. Gordon

You were Hurk Gordon Jr.'s agent for two previous policies issued under Transamerica. The first application was faxed to Transamerica on May 16, 2016. The policy was a \$10,000 life policy (#015637284). The monthly premium was \$75.30. A Regions Bank account ending in 8760 was given for the premium payment authorization for EFTs. On page 4 of the application, in the box where a voided check should be, the following was written:

"CK. not available [sic] but did see bank info from card. Jerry Dool"

Later that year, a second policy application was faxed to Transamerica on November 4, 2016. The application was for an additional \$10,000 life policy (#015732100). The same Regions Bank Account ending in 8760 was listed on the application. The monthly premium was \$75.30. Once again, you did not attach a voided check to the application; instead you wrote on page 4 in the box where a voided check should be:

"Only debit bank card. D"

On page 7 of the application you also wrote:

"Client wanted to add \$10,000.00 more insurance. Was told it was easier to do another applicant [sic] on client to increase the amount. Jerry Dool"

This policy was free look surrendered/rescinded by Transamerica. The May 2016 policy has since been terminated.

A year later, a \$7,000 Senior Life policy application dated January 2, 2018 was submitted on Gordon (#SL92269). The monthly premium was \$93.20. The same Regions Bank account ending in 8760 was listed for premium withdrawals.

Your personal telephone number, 318-381-5922, was listed as Gordon's telephone number. After Senior Life contacted you about your number being listed as the insured's, someone claiming to be Gordon called Senior Life from your telephone number. The person left a voicemail saying everything on the policy was correct.

You eventually provided Senior Life with another telephone number for Gordon, however Senior Life was unable to contact him. In July 2018 Gordon faxed a cancellation request to Senior Life. I spoke to Gordon who although was unsure if he applied for the Senior Life policy, he stated he would not have paid \$93.20 a month for a \$7,000 life policy.

13. Greene

A Senior Life policy application dated March 26, 2018 was submitted on Odell Greene (#SL102302). The application for was a \$7,000 policy with a monthly premium of \$109.86. A Bank of Winnfield and Trust Co. bank account ending in 9392 was listed on the application for the premium withdrawals. Greene's last name was misspelled on the application and her address was incorrect. The phone number on the application was disconnected.

Greene contacted Senior Life and advised she did not apply for the policy. She said you were her agent for a policy with another insurance company. She disputed the signature on the application and verified the address on the application was wrong. She wrote on her cancellation request she had not seen nor talked to you; she accused you of copying her signature to get the Senior Life policy. She received a refund of \$109.86.

14. Isgitt

In November 2014, Janice Isgitt applied for an Equitable Life policy through you (#268047). You faxed the application to Equitable Life including a voided personal bank check provided by Isgitt from a joint account ending in 3035. Isgitt's Sabine State Bank check #1007 had "**VOID*" written four times on the check.

Over three years later, a Senior Life policy application dated February 20, 2018 was submitted on Isgitt (#SL97886). The same voided check used for the 2014 Equitable Life policy application (#1107) was reused with the Senior Life application. The check was obviously altered. It was dated February 20, 2018 and was for \$99.33.

According to Isgitt, her Sabine State Bank account was closed in October 2015, years before the Senior Life policy application. The bank has no record of check #1007 ever being processed before the account was closed. Isgitt did not have any knowledge of the Senior Life policy application and says it was done without her knowledge.

15. January

A Senior Life \$5,000 life policy application on Donna January was dated February 27, 2018 (#SL98883). The premium was \$48.64. A Regions Bank account ending in 7134 was listed in the Bank Service Plan Authorization section of the application. The application contained a non-working telephone number. You provided Senior Life with another telephone number for January. SIU spoke with someone who claimed to be Donna January. Although this person said they were happy with the coverage the initial premium payment was rejected because the bank advised it was unauthorized.

16. Jenkins

A \$8,500 Senior Life policy application dated March 21, 2018 was submitted on Rose Jenkins (#SL100772). A Centric Federal Credit Union account ending in 1427 was listed in the Bank Service Plan Authorization section. The initial payment of \$38.82 was rejected because the account was closed.

17. Jimerson

A \$10,000 Senior Life policy application on Mary Jimerson was dated March 27, 2018 (#SL102360). A Chase Bank account ending in 0067 was listed in the Bank Service Plan Authorization section. Jimerson's address is listed as 210 South Point in Monroe, LA. When searching online, there appears to be no such address. No records could be found showing Jimerson lived at that address. Senior Life SIU attempted to call Jimerson at the number listed on the application. Although someone alleging to be Jimerson told SIU she was happy with the coverage the initial payment of \$52.15 failed because the bank was unable to locate the bank account.

18. McClanahan

On September 23, 2016, you submitted a Transamerica life application for \$40,000 on Billy McClanahan (#015710337). McClanahan submitted a voided personal Homeland Federal Savings Bank check (#5249) from a joint checking account (with his wife Vernessa McClanahan) ending in 9631. "Void" was handwritten three times on the check. The policy was issued with a face amount of \$29,683 and is still active.

On November 1, 2016, you submitted an additional Transamerica life application for \$10,000 on Billy McClanahan (#015729821). The premium was \$54.62. The same previously submitted voided check (#5249) was submitted with the second Transamerica application. That policy was free look surrendered/rescinded by Transamerica.

Over a year later a Senior Life policy application dated January 15, 2018 was submitted on Billy McClanahan (#SL93555). The policy amount was \$15,500 and the premium was \$96.60. Again, the previously voided check (#5249) was submitted with the application. The check was obviously altered in several places. It was dated January 15, 2018 and in the amount of \$99.60, the monthly premium. The check was allegedly signed by Billy McClanahan.

Around the same time, a Senior Life policy application dated January 17, 2018 was submitted on Vernessa McClanahan (#SL93739). The amount of that policy was \$15,000. Once again, check #5249 was submitted with the application. The check was heavily altered in several places, including the check number. The check number was altered to reflect #5248. Based on the numbers printed on the check, it was check #5249. The check was allegedly signed by Billy McClanahan. Although the monthly premium was \$86.39, the check submitted with Vernessa McClanahan's application was in the amount of \$83.39.

Vernessa McClanahan contacted Senior Life and advised them neither she, nor her husband, Billy, applied for the policies; nor did they authorize premium payments. Vernessa McClanahan could not recall how you obtained a copy of their check. The McClanahans submitted a written request on January 23, 2018 to cancel both policies immediately. Billy McClanahan received a premium refund of \$96.59. Vernessa McClanahan received a premium refund of \$86.39.

19. McDowell

On July 29, 2016, you submitted an application on Fannie McDowell for a \$12,000 Transamerica life policy (#015683973). The premium was \$68.18. A Guaranty Bank & Trust Company bank account number ending in 1458 was given for the premium payment EFT. On page 4 of the application, in the box where a voided check should be, the following was written:

"No Checks, Debit Card only Dool"

In August 2016, McDowell filed a complaint with Transamerica alleging she did not sign up for this policy. Transamerica gave McDowell your name and told her you were the agent for the policy. McDowell told Transamerica she did not know you and never applied for a policy with you. Fannie McDowell's daughter remembered you visited McDowell's place of employment approximately two years earlier selling insurance. McDowell's daughter specifically remembered you were not selling Transamerica policies at that time. McDowell recalled talking to you about getting a life insurance policy and after you told her the monthly premium, she changed her mind and wanted to cancel the application. According to McDowell, you told her you would destroy all her personal information you obtained for the application.

On August 11, 2016, McDowell attempted to call you about the unauthorized Transamerica policy. The following day you returned her call. You told her you did not know what happened, but the company you were working for took over the previous company. You told McDowell you would get to the bottom of the problem and you would make sure she got her money back. McDowell informed you she already contacted Transamerica and they were taking care of the issue.

On August 15, 2016, you signed McDowell's Delivery Certificate form. Handwritten on the owner's signature line was:

"Does Not Want (Cancel)"

On August 18, 2016, Transamerica informed you of McDowell's complaint and they requested a written statement in response to her allegations. That same day you faxed a handwritten statement to Transamerica. You claimed you knew McDowell for over two years and called her at the end of July 2016 to inquire about her coverage. You claimed you met her in Delhi, LA to discuss a Transamerica policy and you both filled out the application. You alleged she told you she may not be able to afford the monthly premium and she was supposed to let you know. You submitted her application when you did not hear from her. In your statement, you wrote:

"She said I told you 2 years ago I did not want any insurance and I was only looking. I told her again I was sorry for the mixup but I do not believe she was happy over it. She informed me she was reporting me for not listening to her."

On September 1, 2016, Transamerica issued McDowell a refund of paid premium in the amount of \$68.18.

20. Nelson

On November 21, 2016, you submitted a Transamerica \$10,000 life application on Teri Nelson (#015740921). The phone number on the application was 318-553-2116. Nelson submitted voided personal bank check #477 from her Sabine State Bank account ending in 7928. "Void" was written three times on the check.

Over a year later, you submitted two Senior Life policy applications on Nelson; one was submitted in January 2018 and the other in March 2018. The phone numbers listed on the applications were different and non-working. The phone number submitted on the January application was 318-553-2118. The phone number listed on the March application, 318-553-2116, matched the 2016 Transamerica application.

The January life policy application was for \$10,000 with monthly premiums of \$55.48 (SL93209). In the policy application, Nelson's previously submitted voided check (#477) to Transamerica was submitted with the Senior Life application. The check was obviously altered. It was dated January 11, 2018 and in the amount of \$55.48. On the amount line "Void" is heavily scratched out. The letters "TR" are written next to the scratched out "VOID". A portion of the signature is whited out and Nelson's first name is signed over the white out. The signature does not match Nelson's signature from her 2016 Transamerica application. The policy was issued but Sabine State bank refused the premium payment request. On March 8, 2018 Senior Life sent a letter to Nelson regarding the premium payment refusal.

Two months later, on March 27, 2018, the second Senior Life policy application was completed (#SL102377). The same altered check used in the Transamerica application and the first Senior Life application (#477) was re-submitted. The amount of the check was changed from \$55.48 to \$55.88. The date on the check was not changed and still read January 11, 2018. The scratched out "VOID" was further scratched out. It appears someone traced over the existing signature. The check was again rejected by the bank because the account was invalid.

21. Null

On June 18, 2016, you submitted a Transamerica \$20,000 life application on Sheri Null (#015660733). The phone number on the application was 318-201-0330. Null submitted voided personal bank check #1210 from a Heart of Louisiana Credit Union account ending in 1502. "Void" was written in two places on the check.

Over a year and a half later, you submitted a Senior Life \$20,000 life policy application (Policy #SL96512) on Null dated February 8, 2018. The phone number on the application was listed as 318-201-0333. Null's previously submitted voided bank check (#1210) was altered and submitted with the Senior Life application. The check was dated February 8, 2018 and was in the amount of \$87.21. Null's first name is misspelled in the signature. The initial premium was refused by the credit union.

Null contacted Senior Life inquiring about the policy. She asked how she got it because she did not apply for it. She advised you were her agent for another policy under a different company, but she had not spoken to you in over a year.

22. Robinson

On June 16, 2016, you submitted a Transamerica \$25,000 life application on Regina Robinson (#015659347). Robinson submitted a voided personal Regions bank check (#371) from a joint account ending in 0504. "Void" was written three times on the check.

Over a year and a half later, an application for a \$19,500 Senior Life policy on Robinson was signed on January 22, 2018 (Policy #SL94209). Robinson's previously submitted voided bank check (#371) was obviously altered and submitted with the Senior Life application. It was dated January 22, 2018 and in the amount of \$68.53. Behind "Senior Life Ins. Co", you can see portions of the handwritten "Void" that was not whited out. There are also remnants of the handwritten "Void" on the signature line behind Robinson's alleged signature. Robinson's last name is signed "Robnisen" [sic]. The payment was refused by Regions Bank for no account/unable to locate.

23. Saulsberry

A Senior Life \$9,000 life policy application on Larry Saulsberry was dated April 2, 2018 (#SL103154). The premium was \$94.29. Saulsberry's Chase Bank account ending in 3610 was listed in the Bank Service Plan Authorization section of the application. Although you called Senior Life and cancelled the application prior to it being issued, the initial draft was already submitted. The initial payment failed due to no such bank account.

I met with Saulsberry who reviewed the Senior Life policy application. He denied signing the application. Conway Hospital, a charity hospital in Monroe, LA, was listed as his physician. Saulsberry said he did not qualify for Conway Hospital and had not been there since he was a teenager. Saulsberry was 67 years old at the time of the Senior Life application. The bank account listed on the application was an old account he had previously closed. Saulsberry recalled you coming to his house in the past and he completed an application for a policy through another insurance company.

Based on the totality of the information presented above, you have demonstrated a pattern of behavior that is in direct violation of state insurance regulations. Transamerica alleges you owe them in \$9,991.08 in charge backs. Senior Life alleges you owe them \$1,640.06 in charge backs. According to alleged victims and evidence obtained, your actions have been ongoing for many years.

A Notice of Proposed Regulatory Action and Wrongful Conduct dated February 14, 2020 was sent certified mail, return receipt requested, to your address of record. On March 2, 2020 a copy of the Notice of Proposed Regulatory Action and Wrongful Conduct was emailed to your email address of record. A signed green card was returned to LDI. You failed to submit a written response.

The Louisiana Insurance Code, Title 22, R.S. 22:1 et seq. at §2. states:

§2. Insurance regulated in the public interest

(1) Insurance is an industry affected with the public interest and it is the purpose of this Code to regulate that industry in all its phases. [I]t shall be the duty of the commissioner of insurance to administer the provisions of this Code.

Pursuant to La. R.S. 22:1554, the Commissioner is authorized to take certain regulatory actions against any person who is ...charged with a violation of this Part of Chapter 5, Producers and Other Regulated Entities Part I. Producers. These actions are designed to assist the Commissioner in administering the provisions of the Insurance Code.

La. R.S. 22:1554 maintains in pertinent part:

§ 1554. License denial, nonrenewal, or revocation

A. The commissioner may place on probation, suspend, revoke, or refuse to issue, renew, or reinstate an insurance producer license, or may levy a fine not to exceed five hundred dollars for each violation occurring, up to ten thousand dollars for each violation aggregate for all violations in a calendar year per applicant or licensee, or any combination of actions, for any one or more of the following causes:

(4) Using fraudulent, coercive, or dishonest practices or misrepresentation, or demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business such as might endanger the public.

(6) Having admitted or been found to have committed any insurance unfair trade practice under R.S. 22:1961 et seq. or fraud under R.S. 22:1964 et seq.

(10) Forging another's name to an application for insurance or to any document related to an insurance transaction.

- I. The commissioner of insurance shall retain the authority to enforce the provisions of, and impose any penalty or remedy authorized by, this Subpart against any person who is under investigation for or charged with a violation of this Subpart, even if the person's license has been surrendered or has lapsed by operation of law.

La. R.S. 22:1923 maintains in pertinent part:

§ 1923 Definitions

(2) "Fraudulent insurance act" shall include but not be limited to acts or omissions committed by any person who, knowingly and with intent to defraud:

(a) Presents, causes to be presented, or prepares with knowledge or belief that it will be presented to or by an insurer, reinsurer, purported insurer or reinsurer, producer, or any agent thereof, any oral or written statement which he knows to contain materially false information as part of, or in support of, or denial of, or concerning any fact material to or conceals any information concerning any fact material to the following:

(i) An application for the issuance of any insurance policy.

(iv) Premiums paid on any insurance policy

(v) Payments made in accordance with the terms of any insurance policy.

La. R.S. 22:1924 maintains in pertinent part:

§ 1924 Prohibited activities and sanctions

A. (1) Any person who, with the intent to injure, defraud, or deceive any insurance company, or the Department of Insurance, or any insured or other party in interest, or any third-party claimant commits any of the acts specified in Paragraph (2) or (3) of this Subsection is guilty of a felony and shall be subjected to a term of imprisonment, with or without hard labor, not to exceed five years, or a fine not to exceed five thousand dollars, or both, on each count and payment of restitution to the victim company of any insurance payments to the defendant that the court determines was not owed and the costs incurred by the victim company associated with the evaluation and defense of the fraudulent claim, including but not limited to the investigative costs, attorney fees, and court costs. However, if the benefit pursued does not exceed one thousand dollars, the term of imprisonment shall not exceed six months, or the fine shall not exceed one thousand dollars, or both, on each count.

(2) The following acts shall be punishable as provided in Paragraph (1) of this Subsection:

(a) Committing any fraudulent insurance act as defined in R.S. 22:1923.

La. R.S. 22:1964 maintains in pertinent part:

§ 1964. Methods, acts, and practices which are defined as unfair or deceptive

The following are declared to be unfair methods of competition and unfair or deceptive acts or practices in the business of insurance:

(8) Rebates. Except as otherwise expressly provided by law, knowingly permitting or offering to make or making any contract of insurance including life insurance, life annuity or health and accident insurance, or agreement as to such contract other than as plainly expressed in the contract issued thereon, or paying or allowing, or giving or offering to pay, allow, or give, directly or indirectly, as inducement to such insurance, or annuity, any rebate of premiums payable on the contract, or any special favor or advantage in the dividends or other benefits thereon, or any valuable consideration or inducement whatever not specified in the contract; or giving, or selling, or purchasing or offering to give, sell, or purchase as inducement to such insurance or annuity or in connection therewith, any stock, bonds, or other securities of any insurer or other corporation, association, or partnership, or any dividends or profits accrued thereon, or anything of value whatsoever not specified in the contract.

(12) Any violation of any prohibitory law of this state.

(13) Fraudulent insurance act. A fraudulent insurance act is one committed by a person who knowingly and with intent to defraud presents, causes to be presented, or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, producer, or any agent thereof, any written statement as part of, or in support of, or in opposition to an application for the issuance of, or the rating of an insurance policy for commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which he knows to contain materially false information concerning any fact material thereto; or conceal for the purpose of misleading information concerning any fact material thereto.

(18) Misrepresentation in insurance application. Making false or fraudulent statements or representations on or relative to an application for a policy, for the purpose of obtaining a fee, commission, money, or other benefit from any provider or individual person.

The Louisiana Insurance Code, Title 22, La. RS. 22:1 et seq., authorizes the Commissioner to investigate the affairs and professional conduct of every person engaged in the business of insurance to determine whether such person has been or is engaged in any unfair or deceptive act or practice prohibited by the Louisiana Insurance Code. It is determined that Jerry Lynn Dool has committed the violations of the Louisiana Insurance Code as listed above.

VIOLATIONS:

Your actions while in the conduct of insurance business in Louisiana of including false information on or related to applications, altering or forging names on checks and electronic transfer forms, receiving commissions based upon misrepresentative applications and paying the premiums for insurance policies as a matter of inducement for policy holders to maintain coverage constitute violations of La. R.S. 22:1554A(4),(6) and (10); La. R.S. 22:1923 (2)(a)(i), (iv), and (v); and La. R.S. 22:1564 (8), (12), (13), and (18).

BE ADVISED:

COMMISSIONER'S ACTION:

As a result of the investigation and documentation in possession of the LDI, determination has been rendered that you are in violation of the statutes listed above, and the Louisiana Commissioner of Insurance hereby serves you notice that Louisiana Insurance Producer license number **446894**, issued to **Jerry Lynn Dool**, is hereby **REVOKED** effective thirty (30) days from issuance of this Notice. In addition, this Notice hereby imposes a **FINE** upon the Louisiana Insurance Producer License of **Jerry Lynn Dool** in the amount of **four thousand five hundred dollars (\$4,500.00)** payable immediately upon receipt of this Notice.

Furthermore, in accordance with La. R.S. 22:18 and La. R.S. 22:1969, the Louisiana Commissioner of Insurance hereby orders you, **Jerry Lynn Dool**, to **CEASE AND DESIST** from conducting the business of insurance.

YOUR ACTION:

Be advised that this constitutes an administrative action and that it will be reported to the National Insurance Producer Registry. You may need to report this administrative action to other states in which you hold an active license. Contact that state's insurance department if you are unsure of the requirements.

Please remit your **\$4,500.00** fine payment and a copy of this notice to:

Louisiana Department of Insurance
Attention: Accounts Receivable
P.O. Box 94214
Baton Rouge, LA 70804-9214

Pursuant to La. R. S. 22:2191(A)(2), any person aggrieved by an act of the Commissioner may request a hearing. You must make a written demand for an appeal within thirty (30) days from the date of this notice. Failure to file a written demand for an appeal within thirty (30) days of this notice will preclude your right to an administrative hearing.

Pursuant to La. R. S. 22:2191(B), your written demand for an appeal (1) shall reference the particular sections of the statutes and rules involved; (2) shall provide a short and plain statement of the matters asserted for review; and (3) shall attach a copy of the order or decision that you are appealing. Your written demand for an appeal shall be filed with the Louisiana Department of Insurance at the addresses below:

Louisiana Department of Insurance
Attn: Liz Butler, Executive Counsel
P. O. Box 94214
Baton Rouge, LA 70804-9214

Telephone: (225) 342-4673
Fax: (225) 342-1632

File in Person at:

1702 N. Third Street
Baton Rouge, LA 70802

Signed in Baton Rouge, Louisiana this 19th day of August 2020.

JAMES J. DONELON
COMMISSIONER OF INSURANCE
STATE OF LOUISIANA

BY:



Matthew Stewart
Deputy Commissioner
Divisions of Fraud & Enforcement
Louisiana Department of Insurance
Telephone: (225) 219-5819

CERTIFICATE OF SERVICE
Article # **7019 2280 0001 1504 2518**

I hereby certify that I have this day served the foregoing document upon **Jerry Lynn Dool** by mailing a copy thereof properly addressed with postage prepaid, this 19th day of August 2020.



Norrie A. Falgoust, Compliance Investigator