

**BEFORE THE COMMISSIONER OF COMMERCE AND INSURANCE  
FOR THE STATE OF TENNESSEE**

TENNESSEE INSURANCE DIVISION,     )  
    Petitioner,                             )  
\_\_\_\_\_  
vs.   )  
   )  
SHALANZA JONES,                         )  
    Respondent.                             )  
   )  
   )

APD No.: 12.04-158152J  
TID No.: 19-032

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**AGREED ORDER**

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RECEIVED  
2019 MAY -6 PM 3:19  
SECRETARY OF STATE

The Insurance Division of the Tennessee Department of Commerce and Insurance (the “Division”) and Shalanza Jones (“Respondent”) hereby stipulate and agree to the entry of this Agreed Order (“Order”), subject to the approval of the Commissioner of the Tennessee Department of Commerce and Insurance (the “Commissioner”), as follows:

**GENERAL STIPULATIONS**

1. It is expressly understood that this Order is subject to the Commissioner’s acceptance and has no force and effect until such acceptance is evidenced by the entry of the Commissioner.
  
2. This Agreed Order is executed by the parties for the purpose of avoiding further administrative action with respect to this cause. Furthermore, should this Order not be accepted by the Commissioner, it is agreed that presentation to and consideration of this Order by the Commissioner shall not unfairly or illegally prejudice the Commissioner from further participation or resolution of these proceedings.

3. The Respondent fully understands that this Order will in no way preclude additional proceedings by the Commissioner against the Respondent for acts or omissions that do not arise from the facts or transactions herein addressed.

4. The Respondent fully understands that this Order will in no way preclude proceedings by state government representatives, other than the Commissioner, against the Respondent for violations of law under statutes, rules, or regulations of the State of Tennessee which may arise out of the facts, acts, or omissions contained in the Findings of Fact and Conclusions of Law stated herein, or which may arise as a result of the execution of this Order by the Respondent.

5. The Respondent expressly waives all further procedural steps, and expressly waives all rights to seek judicial review of or to otherwise challenge or contest the validity of this Order, the stipulations and imposition of discipline contained herein, and the consideration and entry of said Order by the Commissioner.

#### **AUTHORITY AND JURISDICTION**

6. The Commissioner has jurisdiction of this action pursuant to the Tennessee insurance law, Title 56 of the Tennessee Code Annotated (“Tenn. Code Ann.”) specifically Tenn. Code Ann. §§ 56-6-112 and 56-6-119 (the “Law”). The Division is the lawful agent through which the Commissioner discharges this responsibility.

#### **PARTIES**

7. The Commissioner administers the Law through the Division, and authorizes the Division to bring this action for the protection of the public.

8. The Respondent has been a licensee of the Division since September 18, 2017, and is responsible for being compliant with the insurance laws and regulations of the State of Tennessee.

9. The Respondent is a Tennessee resident.

10. The Respondent holds Tennessee Resident Insurance Producer License Number 1018672.

11. The Respondent was assigned National Insurance Producer Number 13509838 by the National Insurance Producer Registry (“NIPR”), a service of the National Association of Insurance Commissioners (“NAIC”).

## **FINDINGS OF FACT**

### **A. Liberty National Policies**

12. On or about December 16, 2017, the Respondent, while employed by Liberty National Life Insurance (“Liberty”), opened a Liberty insurance policy for Marquisha Ellison (“Ellison”). The Respondent included some of Ellison’s biographical information in the application and electronically signed Ellison’s name to the insurance application without her knowledge or consent. Ellison has never met the Respondent and she did not purchase, or attempt to purchase, an insurance policy from the Respondent. Ellison did have a previous policy with Liberty, though not with the Respondent, and her private biographical information was on file with the company.

13. On or about April 19, 2018, the Respondent submitted a Reinstatement Form to Liberty on behalf of Ellison. The Respondent signed Ellison’s name to this document without her knowledge or consent.

14. On or about March 24, 2018, the Respondent opened a Liberty insurance policy for Justin Tatum (“Mr. Tatum”). The Respondent included some of Mr. Tatum’s biographical information in the application and electronically signed Mr. Tatum’s name to the insurance application without his knowledge or consent. The Respondent also electronically signed for Mr. Tatum’s wife, Asia Tatum (“Mrs. Tatum”), as an owner of the policy without the knowledge or consent of Mrs. Tatum. Mr. and Mrs. Tatum have never met the Respondent and neither of them purchased, or attempted to purchase, an insurance policy from the Respondent. Mr. and Mrs. Tatum did have a previous policy with Liberty, though not with the Respondent, and their private biographical information was on file with the company.

15. On or about April 20, 2018, the Respondent opened a Liberty insurance policy for Anfernee Kemp (“Kemp”) listing his mother, Caneka Camper (“Camper”), as the payor. The Respondent included some of Kemp’s biographical information in the application and signed Kemp’s name to the insurance application without his knowledge or consent. The Respondent also signed Camper’s name to the insurance application without her knowledge or consent. Neither Kemp nor Camper has ever met the Respondent and neither of them purchased, or attempted to purchase, an insurance policy from the Respondent. Kemp and Camper did have a previous policy with Liberty, though not with the Respondent, and their private biographical information was on file with the company.

16. On or about April 22, 2018, the Respondent opened a Liberty insurance policy for Kevin Davis (“Mr. Davis”). The Respondent included some of Mr. Davis’ biographical information in the application and signed Mr. Davis’ name to the insurance application without his knowledge or consent. Mr. Davis has never met the Respondent and he did not purchase, or attempt to purchase, an insurance policy from the Respondent. Mr. Davis did have a previous

policy with Liberty, though not with the Respondent, and his private biographical information was on file with the company.

17. On or about April 22, 2018, the Respondent opened a Liberty insurance policy for Theresa Davis (“Mrs. Davis”). The Respondent included some of Mrs. Davis’ biographical information in the application and signed Mrs. Davis’ name to the insurance application without her knowledge or consent. Mrs. Davis has never met the Respondent and she did not purchase, or attempt to purchase, an insurance policy from the Respondent. Mrs. Davis did have a previous policy with Liberty, though not with the Respondent, and her private biographical information was on file with the company.

#### B. Lincoln Heritage Policies

18. In addition to Liberty, the Respondent was also appointed to write business for Lincoln Heritage Life Insurance Company (“Lincoln”). Lincoln terminated the Respondent’s independent contractor agreement on or about June 27, 2018. This termination was due to multiple concerning issues with the Respondent’s insurance policies, including invalid phone numbers and addresses on multiple insurance applications, inconsistencies between signatures on insurance applications, and rejected bank drafts.

19. On or about June 27, 2018, the Respondent sent authorization forms to Lincoln which indicated that Eddie Mann (“Mann”) would take over payments on five (5) policies belonging to Willie Moore, Shanice Noble, John Farmer, Marquisha Ellison and Lashonda Ray (collectively the “Mann policies”). The Mann policies were all opened by the Respondent and the initial payment on all five (5) policies had been returned unpaid. When Lincoln attempted to contact the purported owners of the Mann policies, none of the policyholders could be reached. At the time, Mann already had multiple policies in force with Lincoln, and his private

biographical information was on file with Lincoln.

20. As of the date of this notice, the Respondent owes Lincoln a balance of at least two thousand nineteen dollars and sixty-seven cents (\$2,019.67) in chargebacks. The Respondent has yet to repay any of this balance.

#### C. Forged Letter from Assistant Commissioner Humphreys

21. On March 21, 2019, the Respondent provided Tracy Woodruff (“Woodruff”) at Shelter Insurance with a letter that appeared to be written by Assistant Commissioner for Insurance, Michael Humphreys (“Humphreys”). The letter was addressed to the Respondent and it appeared to contain Humphreys’ signature.

22. Humphreys did not write or send, nor did he authorize any other person to write or send, the letter in question. The Respondent created the letter, signed Humphreys’ name to it, and sent it to Woodruff.

23. The Respondent’s repeated use of confidential consumer information to open fraudulent policies and her willingness to regularly forge consumer signatures onto insurance related documents demonstrate that she cannot be relied upon to work honestly with consumers. Moreover, her undermining of the Department’s regulatory authority, demonstrated by writing a fake letter from Assistant Commissioner Humphreys, forging his signature onto it, and presenting it to an insurance company, is the ultimate proof that she is not an appropriate person to be working in the insurance industry.

#### **CONCLUSIONS OF LAW**

24. At all times relevant hereto, Tenn. Code Ann. § 56-6-112 has provided that:

- (a) The commissioner may place on probation, suspend, revoke, or refuse to issue or renew a license issued under Title 56, Part 6, Chapter 1, or issue a civil penalty for any one (1) or more of the following causes:

...

(4) Improperly withholding, misappropriating or converting any moneys or properties received in the course of doing insurance business;

(5) Intentionally misrepresenting the terms of an actual or proposed insurance contract or application for insurance;

...

(8) Using fraudulent, coercive, or dishonest practices, or demonstrating incompetence, untrustworthiness or financial irresponsibility in the conduct of business in this state or elsewhere;

...

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

...

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

...

(g) If ... the commissioner finds that any person required to be licensed, permitted, or authorized by the division of insurance pursuant to this chapter has violated any statute, rule or order, the commissioner may, at the commissioner's discretion, order:

(1) The person to cease and desist from engaging in the act or practice giving rise to the violation;

(2) Payment of a monetary penalty of not more than one thousand dollars (\$1,000) for each violation, but not to exceed an aggregate penalty of one hundred thousand dollars (\$100,000). This subdivision (g)(2) shall not apply where a statute or rule specifically provides for other civil penalties for the violation. For purposes of this subdivision (g)(2), each day of continued violation shall constitute a separate violation; and

(3) The suspension or revocation of the person's license.

(h) In determining the amount of penalty to assess under this section, the commissioner shall consider:

- (1) Whether the person could reasonably have interpreted such person's actions to be in compliance with the obligations required by a statute, rule or order;
- (2) Whether the amount imposed will be a substantial economic deterrent to the violator;
- (3) The circumstances leading to the violation;
- (4) The severity of the violation and the risk of harm to the public;
- (5) The economic benefits gained by the violator as a result of noncompliance;
- (6) The interest of the public; and
- (7) The person's efforts to cure the violation.

25. In fraudulently earning advanced commissions that were not repaid and by removing, or causing removal of, money from the bank accounts of others without their knowledge or consent, the Respondent violated Tenn. Code Ann. § 56-6-112(a)(4).

26. In submitting fraudulent insurance applications to Liberty and Lincoln, the Respondent violated Tenn. Code Ann. § 56-6-112(a)(5).

27. In using confidential consumer data to open fraudulent insurance policies, collect unearned commissions or premium payments, and gain unauthorized access to the financial affairs of consumers and by writing a fake letter from Assistant Commissioner Humphreys and forging his signature onto it, the Respondent violated Tenn. Code Ann. § 56-6-112(a)(8).

28. In forging the names of others to applications for insurance or to documents related to insurance transactions by signing electronic and handwritten signatures for supposed consumers on insurance applications, without the knowledge or consent of the actual consumers, including the signature of the Assistant Commissioner of Insurance, the



Respondent violated Tenn. Code Ann. § 56-6-112(a)(10).

29. The Respondent admits to the Findings of Fact and Conclusions of Law stated herein, and consents to entry of this Order.

### ORDER

**NOW THEREFORE**, on the basis of the foregoing and the waiver by the Respondent of her right to a hearing and appeal under Tennessee insurance law and Tennessee's Uniform Administrative Procedures Act, Tenn. Code Ann. §§ 4-5-101 to 4-5-404, and the Respondent's admission of the jurisdiction of the Commissioner, the Commissioner finds that the Respondent, for the purpose of settling this matter, admits the Findings of Fact and Conclusions of Law, agrees to the entry of this Order and agrees that this Order is in the public interest, consistent with the purposes fairly intended by the law.

**IT IS THEREFORE ORDERED**, pursuant to Tenn. Code Ann. § 56-6-112, that:

1. The Respondent's Tennessee Resident Insurance Producer License Number 1018672, is **REVOKED**.
2. The Respondent is **BARRED** from re-applying for an insurance producer license in Tennessee and is barred from engaging in the business of insurance in Tennessee.
3. The Respondent shall pay **CIVIL PENALTIES** in the amount of one thousand dollars (\$1,000). The payment of such civil penalty shall be made by check payable to the Tennessee Department of Commerce and Insurance. Page one (1) of this order must accompany payment for reference. Payment shall be made within six (6) months of the date this agreement is executed by the Commissioner, and payment shall be mailed to:

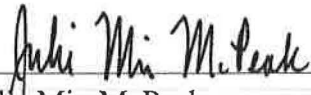
**State of Tennessee  
Department of Commerce and Insurance  
Legal Division  
Attn: Vishan Ramcharan  
Davy Crockett Tower  
500 James Robertson Parkway  
Nashville, TN 37243**

4. **IT IS FURTHER ORDERED**, that this Order represents the complete and final resolution of, and discharge with respect to all administrative and civil claims, demands, actions and causes of action by the Commissioner against Respondent for violations of Tenn. Code Ann. §§ 56-6-112(a)(4), (5), (8) and (10), alleged by the Insurance Division to have occurred with respect to the facts contained herein.

This Order is in the public interest and in the best interests of the parties, and represents a compromise and settlement of the controversy between the parties and is for settlement purposes only. By the signatures affixed below, the Respondent affirmatively states that she has freely agreed to the entry of this Order, that she waives the right to a hearing on the matters underlying this Order and to a review of the Findings of Fact and Conclusions of Law contained herein, and that no threats or promises of any kind have been made to her by the Commissioner, the Insurance Division, or any agent or representative thereof. The parties, by signing the Order, affirmatively state their agreement to be bound by the terms of this Order and aver that no promises or offers relating to the circumstances described herein, other than the terms of settlement as set forth in this Order, are binding upon them.


This Order may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies shall be deemed to constitute duplicate originals.


ENTERED this 6<sup>th</sup> day of May, 2019.

  
Julie Mix McPeak  
Commissioner  
Department of Commerce and Insurance


**APPROVED FOR ENTRY:**

  
Shalanza Jones

  
Michael Humphreys  
Assistant Commissioner for Insurance  
Department of Commerce and Insurance

By:   
Vishan J. Ramcharan (BPR # 034403)  
Assistant General Counsel  
500 James Robertson Parkway  
Davy Crockett Tower  
Nashville, TN 37243  
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vishan.ramcharan@tn.gov

Filed in the Office of the Secretary of State, Administrative Procedures Division, this  
6 day of May, 2019.

  
J. Richard Collier, Esq., Director, Administrative Procedures Division