

**BEFORE THE INSURANCE COMMISSIONER OF THE
STATE OF OKLAHOMA**

**STATE OF OKLAHOMA, ex rel. KIM
HOLLAND, Insurance Commissioner,**)
)
)
Petitioner)
)
v.)
)
MEMORIAL SALES CO, INC.)
a licensed Oklahoma)
Insurance Producer,)
)
Respondent.)

FILED
Case No. 08-1286-DIS
OCT - 3 2008
INSURANCE COMMISSIONER
OKLAHOMA

FINAL ADMINISTRATIVE ORDER

COMES NOW the State of Oklahoma, ex rel. Kim Holland, Insurance Commissioner, by and through her attorney, Julie Delluomo, and alleges and states as follows:

JURISDICTION AND AUTHORITY

1. Kim Holland is the Insurance Commissioner of the State of Oklahoma and is charged with the duty of administering and enforcing all provisions of the Oklahoma Insurance Code, 36 O.S. §§ 101 et seq.
2. Karl F. Kramer is the Deputy Insurance Commissioner of the State of Oklahoma and as such, by order of the Insurance Commissioner, is authorized to issue orders and take actions administering and enforcing the provisions of the Oklahoma Insurance Code, 36 O.S. §§ 101 et seq., including the authority to issue orders relating to licensed producers in the State of Oklahoma.
3. Respondent was licensed on May 22, 2002, by the State of Oklahoma as a resident insurance producer holding license number 14142. Its Oklahoma producer license lapsed on May 31, 2008. Its national producer number is 7985865. Its address of record is 8510 E. 97th Street, Tulsa, Oklahoma 74133.

4. The Insurance Commissioner may place on probation, censure, suspend, revoke or refuse to issue or renew a license issued pursuant to the Producer Licensing Act and/or may levy a civil penalty of \$100.00 to \$1,000.00 for each violation of the Producer Licensing Act. 36 O.S. § 1435.13(A).

FINDINGS OF FACT

1. An administrative order of suspension *instanter* was filed against Respondent on August 28, 2008 based on the license revocation of the corporate agency's president and only officer, Marlissa Camerer, for violation of 36 O.S. § 1435.13(A)(8); demonstrating fraudulent, coercive or dishonest practices in the conduct of business in Oklahoma.
2. Marlissa Camerer, doing business under Memorial Sales Co., Inc. submitted an application to Americo Insurance on applicant Susie Spears. Susie Spears was deceased at the time of application (Exhibit A).

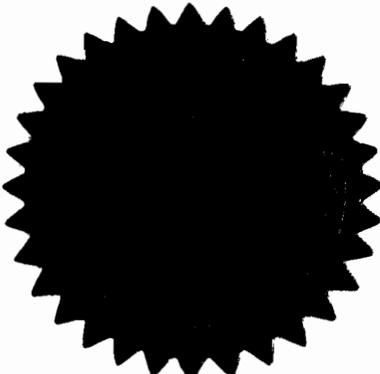
CONCLUSIONS OF LAW

Respondent has violated 36 O.S. § 1435.13(A)(8) by demonstrating fraudulent, coercive or dishonest practices in the conduct of business in Oklahoma.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Insurance Commissioner that the **Administrative Order of Suspension Instanter** entered in this matter on August 28, 2008 is a **FINAL ADMINISTRATIVE ORDER**, that no hearing was requested and Respondent's license is hereby **REVOKED**

WITNESS My Hand and Official Seal this 3 day of October, 2008.

A handwritten signature in black ink, appearing to read "Karl F. Kramer", is written over a horizontal line. The signature is cursive and somewhat stylized.

KARL F. KRAMER
DEPUTY INSURANCE COMMISSIONER
STATE OF OKLAHOMA

CERTIFICATE OF MAILING

I, Julie Delluomo, hereby certify that a true and correct copy of the above and foregoing Final Administrative Order was mailed by regular mail and by certified mail, with postage prepaid and return receipt requested, on this 3 day of October, 2008, to:

Memorial Sales Co., Inc.
8510 E. 97th Street
Tulsa, OK 74133

7006 0810 0002 6163 5869

CERTIFIED MAIL NO.

and that notification was sent to:

NAIC/RIRS

and that a copy was mailed to:

All Appointing Insurers

and that a copy was delivered to:

Agents Licensing Division
Saundra Simms

and

Financial Division
Lalania Cobb


Julie Delluomo

Preneed Funeral Arrangement Contract

Contract Number: _____

This Funeral Contract is funded by insurance

THE CONTRACT: This contract is entered between _____ hereinafter called "Purchaser" and _____ hereinafter called "Provider".

ENTIRE AGREEMENT: This Contract including the Statement of Goods and Services Selected contains the entire agreement of the Provider and Purchaser. This Contract supersedes and cancels any and all prior negotiations, representations, understandings or agreements between the parties. There are no verbal agreements which modify, interpret, continue or affect this Contract. This Contract cannot be changed except by a later written agreement signed by Purchaser and Provider.

INSUFFICIENT FUNDS: If the insurance or annuity proceeds are not sufficient to provide for payment in full, the difference between the available death benefits and the total of the guaranteed costs and retail prices of non-guaranteed cash advances will be due and payable to the Provider by the Purchaser, the Recipient's family or the Recipient's estate. In the alternative, the Purchaser, the Recipient's family or the Recipient's estate may elect to reduce the amount of goods and services to the amount of the proceeds. If this Contract is funded by either a flexible premium annuity or a limited benefit life insurance policy, and if the insured should die before all the premiums have been paid or before the ultimate death benefit is payable, the proceeds payable at the time of death may not be sufficient to cover the guaranteed cost.

FREEDOM OF CHOICE: At any time, Purchaser, family or authorized representative may request that a new funeral home be appointed to provide the funeral services. This request must be in writing. Upon

acceptance by the new funeral home, Provider agrees to assign its rights and obligations in this Contract.

CONTRACT FUNDING: This contract is funded by an insurance policy or annuity ("policy") issued by The College Life Insurance Company of America (College Life) with Home Office at P.O. Box 138891, Dallas, Texas, 75213-8891. The College Life Insurance Company of America is not a party to this Contract and is not responsible for fulfillment of its terms. The responsibility of College Life consists solely of paying the proceeds of the policy.

In return for the Provider's agreement to perform as provided in this contract, Purchaser agrees to purchase a policy on the life of the Recipient.

EXCESS PROCEEDS: If the death benefit payable under the insurance policy is greater than the total of the stated price of Guaranteed and Non-guaranteed Goods and Services, these "excess proceeds" may be retained by the Provider.

POLICY TERMINATION: If the policy is terminated for any reason, this contract automatically ends and the Provider is relieved of all responsibility under the Contract. This Contract also automatically ends if:

- ◆ The Purchaser borrows against the policy; or
- ◆ The policy is cancelled for non-payment of premiums; or
- ◆ Any annuity payments are paid out before death; or
- ◆ The policy is surrendered for its cash value.

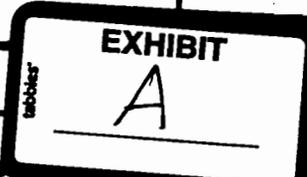
Reversible Contract: By initiaing Purchaser chooses to make this contract reversible which means that Purchaser, family or authorized representative has the right to terminate this contract at any time before the Provider provides services. Cancellation of this contract will not automatically cancel the policy, which must be cancelled according to the specific terms of the policy. If the policy is cancelled or surrendered after the cancellation period stated in the policy, the cash value, if any, will be refunded to the policy owner. In the early years, the cash value may be substantially less than the premiums paid.

Irreversible Contract: By initiaing Purchaser chooses to make this contract irreversible which means that Purchaser may not terminate this contract, unless terminated within the 3-day period referenced below.

YOU, THE PURCHASER, MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS CONTRACT. AN EXPLANATION OF THIS RIGHT IS PROVIDED IN THE NOTICE OF CANCELLATION FORM, WHICH WILL BE PROVIDED TO YOU.

ACKNOWLEDGMENT: By their signatures, Provider and Purchaser accept the terms and acknowledge the disclosures provided under this contract, including those stated on Page 2.

Signature of Purchaser: <i>Susie Spence for Marguerite Purdy</i>		
Print Name: <i>Susie Spence for Marguerite Purdy</i>		
Address: <i>3601 N. Columbus Pl - Tulsa, Ok 74106</i>		
Date: <i>2-5-01</i>	Phone: _____	
Provider: <i>JFK's Chapel</i>		
Address of Provider: <i>801 E. 36th St. N. - Tulsa, Ok 74106</i>		
Date: <i>2-5-01</i>	Phone: <i>918-428-0007</i>	
Seller: <i>[Signature]</i>		
Address of Seller: _____		
Date: _____	Phone: _____	
Relationship of Provider and College Life: <i>NONE</i>	Relationship of Seller to College Life: <i>Agent</i>	Relationship of Seller to Provider: _____
Signature of Seller/Provider: <i>[Signature]</i>		



NOT TO BE FILLED (ONLY) Additions and Corrections to be accepted by Owner on delivery of Contract.

AUTHORIZATION AND ACKNOWLEDGMENT

I represent that the statements and answers given in this application are true, complete and correctly recorded, to the best of my knowledge and belief. I agree that the company can rely on these statements.

I agree that acceptance of a policy issued on this application includes any corrections, additions or changes made by the Company in the "Additions and Corrections" Section of this application. However, I understand that the "Additions and Corrections" Section of the application will not be used to change the amount, age at issue, class of risks, benefits, premiums or plan of insurance unless such change is agreed to by me in writing. Any policy issued on this application will be deemed to be delivered in and governed by the laws of the jurisdiction in which this application was signed.

NO AGENT CAN WAIVE THE ANSWER TO ANY QUESTION IN THIS APPLICATION NOR DECIDE ON INSURABILITY NOR WAIVE ANY OF THE COMPANY'S UNDERWRITING REQUIREMENTS NOR MAKE OR CHANGE ANY CONTRACT. THE COMPANY SHALL HAVE NO KNOWLEDGE OF STATEMENTS MADE BY OR TO THE AGENT UNLESS SUCH STATEMENTS ARE SHOWN ON THE APPLICATION.

FRAUD STATEMENT

Residents of Arkansas, Kentucky, Maine, New Mexico, Ohio, Pennsylvania

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Signed at: <u>City</u> <u>State</u> <u>Date</u>	Signed at: <u>City</u> <u>State</u> <u>Date</u>
<u>TUCS.7</u> <u>OK</u> <u>2/5/01</u>	
Insured's Signature x <u>Lucie Spears</u>	Second Insured's Signature x
Owner's Signature <u>Marguitta Peery</u>	Owner's Signature

AGENT STATEMENT

RELATED TO FIRST INSURED
Do you have knowledge or reason to believe that replacement of existing insurance is involved? Yes No

If "Yes", provide Company Name _____ and complete replacement form(s) and attach copy if required.

RELATED TO SECOND INSURED
Do you have knowledge or reason to believe that replacement of existing insurance is involved? Yes No

If "Yes", provide Company Name _____ and complete replacement form(s) and attach copy if required.

I hereby certify that I have personally asked each question on this application to the Insured(s), and I have truly and accurately recorded on the application the information supplied by him/her.

Agent (Please Print) <u>MARISA CROCKER</u>	Agent Phone Number <u>98 658 8228</u>
Signature of Agent <u>Maria Crocker</u>	Company Agent Number
Funeral Home Name <u>Jack's Memory Chapel</u>	Funeral Home Number
Names of Agent(s): Name Co. Agent # %	Names of Agent(s): Name
_____	_____
_____	_____

ATTENDING PHYSICIAN
CERTIFICATE OF DEATH
STATE OF OKLAHOMA - DEPARTMENT OF HEALTH

17862

LOCAL REGISTRARS FILE NO.		STATE FILE NO.	
DECEASED - NAME SUSIE M. SPEARS		DATE OF DEATH - Month Day Year July 20, 1993	
SEX Female		AGE - Last Birthday (Month Day Year) 89	
RACE Black		EDUCATION High School	
CITY, TOWN, OR LOCATION OF DEATH Tulsa		HOSPITAL OR OTHER INSTITUTION - Name, No. or address and Street and Number Rest Haven Nursing Home	
STATE OF BIRTH (If not U.S.A., Name Country) Indian Territory		CITY/TOWN OF BIRTH COUNTRY U.S.A.	
SOCIAL SECURITY NUMBER 444-38-8151		USUAL OCCUPATION (See kind of work done during most of working life, type of occupation) Homemaker	
RESIDENCE - STATE Oklahoma		CITY, TOWN, OR LOCATION Tulsa	
FATHER - NAME Joe Rindley		MOTHER - MARRIAGE NAME Carrie Brown	
PROXY - NAME Eva Whitmire		MAILING ADDRESS (Street or R. F. D. No., City or Town, State, Zip) 3109 Farrow Kansas City, Kansas 66104	
PART I. CAUSE OF DEATH (After only one cause per line for 1st, 2nd, and 3rd)			
1a. CRUISE OF DEATH		APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH	
1b. Cardiac Respiratory Arrest		15 min	
1c. Coronary Heart Failure		1 WK.	
PART II. OTHER SIGNIFICANT CONDITIONS (Conditions contributing to death but not stated as cause per line for 1st, 2nd, and 3rd)			
Senile Dementia; Schizophrenia			
Medical Comments: (Write to attending physician. Do not sign this certificate unless you are the physician who attended the deceased for a natural illness - unrelated to injury or poisoning - to which the patient has apparently succumbed, provided that death did not occur while deceased was in penal incarceration or during a therapeutic procedure in which death was not reasonably medically expected. For transcription of death subject to investigation and certification by Medical Examiner, refer to O.S. Title 63, Sec. 936, or contact office of Chief Medical Examiner in Oklahoma City.)			
CERTIFICATION - DEATH (Date, Time, Place)		DEATH OCCURRED AT	
Jan. 1986 July 20, 1993		9:40 A.M.	
CERTIFIER - NAME (If not a physician)		DATE SIGNED (Month, Day, Year)	
Ulysses Bowler, M.D.		7/31/93	
MAILING ADDRESS - CERTIFIER (Street or R. F. D. No., City or Town, State, Zip)		THE DECEASED was pronounced dead on (Date, Time, Place)	
909 East 36th Street North Tulsa, OK 74106		7/20/93 9:40A	
BURIAL OR CREMATION - REMOVAL (Date, Time, Place)		CEMETERY OR CREMATORY - NAME	
Burial July 23, 1993		Lincoln Cemetery	
LOCATION (Cemetery or Crematory) (City or Town, State, Zip)		FUNERAL DIRECTOR	
Nowata OK N. Cherokee Nowata, OK 74048		Michael Jordan	
LOCAL REGISTRAR SIGNATURE (Name, Title)		DATE RECEIVED (Month, Day, Year)	
A Caldwell		AUG 10 1993	



State Department of Health

ROGER C. PIRRONG
STATE REGISTRAR OF VITAL STATISTICS

State of Oklahoma
OKLAHOMA CITY, OKLAHOMA 73152

CERTIFIED COPY MUST
HAVE EMBOSSED SEAL
[Signature]

I hereby certify the foregoing to be a true and correct copy, original of which is on file in this office. In testimony whereof, I have hereunto subscribed my name and caused the official seal to be affixed, at Oklahoma City, Oklahoma, this date.

August 18, 1993