

**FILED**

**AUG 31 2022**

**INSURANCE COMMISSIONER  
OKLAHOMA**

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

STATE OF OKLAHOMA, ex rel. GLEN )  
MULREADY, Insurance Commissioner, )  
 )  
Petitioner, )  
v. )  
 )  
CORBIN LYNN JARVIS, a )  
resident producer, )  
 )  
& )  
 )  
PAMELA LAFAYE ISAACS, a )  
resident producer, )  
Respondent(s))

**Case No. 22-0106-DIS**

**AGREED ORDER**

COMES NOW the State of Oklahoma, ex rel. Glen Mulready, Insurance Commissioner, by and through counsel, Antuanya "Bo" DeBose, and Respondent Pamela Lafaye Isaacs, by and through counsel(s) Robert B. Houston and Robert A. Bragalone, and agree to entry of this Order.

**JURISDICTION**

The parties stipulate to the following:

1. Glen Mulready is the Insurance Commissioner of the State of Oklahoma and, as such, is charged with the duty of administering and enforcing all provisions of the Oklahoma Insurance Code, 36 O.S. §§ 101-7401, including the Oklahoma Producer Licensing Act, 36 O.S. § 1435.1 et seq.
2. Respondent Pamela Lafaye Isaacs ("Respondent Isaacs") is a resident producer licensed in the State of Oklahoma, holding license number 96431. Her address of record is 13230 Pawnee Drive, Suite 205, Oklahoma City, Oklahoma 73114-1418.

3. The Insurance Commissioner has jurisdiction over the subject matter raised in this dispute and may issue penalties pursuant to 36 O.S. § 1435.13(A) and (D).
4. The Insurance Commissioner, pursuant to 36 O.S. § 319, has appointed an independent hearing examiner who shall sit as a quasi-judicial officer.
5. Informal disposition of this matter may be made by agreed settlement pursuant to 75 O.S. §309(E).

#### STIPULATIONS OF FACT

6. Respondent Isaacs works at BancFirst Insurance Services, Inc. ("BancFirst"). On or about January 14, 2021, Corbin Lynn Jarvis ("Respondent Jarvis") was Respondent Isaacs' supervisor.
7. On or about January 14, 2021, Brenda Ramirez ("Ramirez"), an employee of Respondent(s)' client, was driving a policy covered vehicle and rear ended another vehicle, resulting in the death of a passenger in the vehicle Ramirez was driving (the "Collision"). At the time of the Collision, Ramirez was listed as an excluded driver on the client's policy.
  - a. Respondent Isaacs was notified of the loss by the insured on January 15, 2021.
  - b. Respondent Isaacs disclosed the loss to her supervisor, Respondent Jarvis, the same day.
  - c. Respondent Isaacs was an employee of Respondent Jarvis at the time of the claim.
8. The claim filed as a result of the Collision was originally denied by the carrier, Progressive Northern ("Progressive") due to Ramirez's exclusion from the policy.
9. On January 15, 2021, the day after the Collision, Respondent Isaacs called Progressive and spoke to a commercial lines representative. Respondent Isaacs asked the

representative to add Ramirez to the policy as an included driver, which Progressive did effective January 15, 2021.

10. Respondent Isaacs called Progressive again on January 18, 2021 and spoke to a representative. At Respondent Jarvis' direction, Respondent Isaacs asked the Progressive representative to update the drivers added to the policy.

- a. Respondent Jarvis was present with Respondent Isaacs at the time of this call and also spoke to the representative. Respondent Jarvis asked the representative to backdate the drivers added to the policy (including Ramirez) to the inception date of the policy, November 8, 2020. This would have the effect of showing Ramirez as a covered driver at the time of the Collision.
- b. Progressive advised Respondent Jarvis that they cannot backdate the driver changes to the inception date of the policy.
- c. Respondent Jarvis asks the Progressive representative if the driver changes can be backdated thirty (30) days, which would have the effect of showing Ramirez as being a covered driver at the time of the Collision.
- d. Respondent Jarvis tells Progressive the insured contacted him regarding the driver change on January 15<sup>th</sup>, 2021, then changes this statement and says the insured actually contacted him the week before January 15<sup>th</sup>, making it January 8<sup>th</sup>, 2021. Respondent Jarvis then asks if the effective date of the driver change can be January 8<sup>th</sup>, 2021, which would show Ramirez as a covered driver on the policy at the time of the Collision.

11. On or about January 25, 2022, Respondent Isaacs was interviewed by Oklahoma Insurance Department Anti-Fraud Investigator Rick Koch ("Investigator Koch"). She



informed Investigator Koch that the actions she had taken to add Ramirez to the policy after the Collision was done at Respondent Jarvis' direction. She stated that she knew trying to add Ramirez to the policy after the Collision was wrong and that she felt uncomfortable about it.

12. Pursuant to the provisions of 36 O.S. §1435.13(A), the Insurance Commissioner may place on probation, censure, suspend, revoke or refuse to issue or renew a license issued pursuant to the Oklahoma Producer Licensing Act or may levy a civil penalty in accordance with subsection D of this section or any combination of actions, for any one or more of the following causes:

- a. Using fraudulent, coercive, or dishonest practices, or demonstrating incompetence, untrustworthiness or financial irresponsibility in the conduct of business in this state or elsewhere;

13. In addition to or in lieu of any applicable denial, probation, censure, suspension or revocation of a license, a person may, after opportunity for hearing, be subject to a civil fine of not less than One Hundred Dollars (\$100.00) nor more than One Thousand Dollars (\$1,000.00) for each occurrence. Said penalty may be enforced in the same manner in which civil judgments may be enforced.

#### CONCLUSIONS OF LAW

1. Respondent Isaacs violated 36 O.S. §1435.13(A)(8), showing fraudulent and dishonest practices by attempting to add Ramirez, an excluded driver, to a client's auto policy after Ramirez was involved in a collision resulting in the fatality of a passenger of the vehicle.

**ORDER**

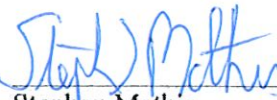
IT IS THEREFORE ORDERED by the Insurance Commissioner and AGREED by Respondent that she is hereby **CENSURED**.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Insurance Commissioner and AGREED by Respondent that she will provide testimony in the administrative hearing for this matter scheduled for August, 31, 2022, or at a later date if this matter is continued. Failure to comply with a proper order of the Commissioner could result in further administrative action.

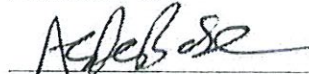
WITNESS My Hand and Official Seal this 31 day of August 2022.



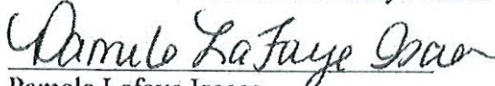
GLEN MULREADY  
INSURANCE COMMISSIONER  
STATE OF OKLAHOMA

  
Stephan Mathis  
Hearing Examiner

AGREED TO:

  
Antuanya "Bo" DeBose  
ASSISTANT GENERAL COUNSEL

  
Robert B. Houston  
ATTORNEY FOR Pamela Lafaye Isaacs

  
Pamela Lafaye Isaacs  
RESPONDENT

**CERTIFICATE OF MAILING**

I, Antuanya "Bo" DeBose, hereby certify that a true and correct copy of the above and foregoing Agreed Order was mailed by first class U.S. Mail and by certified mail with postage prepaid and return receipt requested on this 31<sup>st</sup> day of August, 2022 to:

Hilary S. Allen  
Spencer Fane LLP  
9400 North Broadway Extension, Suite 600  
Oklahoma City, Oklahoma 73114-7423  
[hallen@spencerfane.com](mailto:hallen@spencerfane.com)  
Attorney for Respondent Jarvis

CERTIFIED MAIL NO:  
9214 8902 0982 7500 0488 40

Robert A. Bragalone  
Gordon & Rees LLP  
2200 Ross Ave., Suite 3700  
Dallas, TX 75201  
[BBragalone@grsm.com](mailto:BBragalone@grsm.com)  
Attorney for Respondent Isaacs

CERTIFIED MAIL NO:  
9214 8902 0982 7500 0488 57

Robert B. Houston  
Gordon & Rees  
101 Park Avenue, Suite 1300  
Oklahoma City, Oklahoma 73102  
[Bhouston@grsm.com](mailto:Bhouston@grsm.com)  
Attorney for Respondent Isaacs

CERTIFIED MAIL NO:  
9214 8902 0982 7500 0488 64

and that a copy was delivered to:

Licensing Division

  
\_\_\_\_\_  
Antuanya "Bo" DeBose