

STATE OF INDIANA)
) SS:
COUNTY OF MARION)
)
)

BEFORE THE INDIANA
COMMISSIONER OF INSURANCE
Cause Number: 21692-AG22-0805-141

IN THE MATTER OF:)
)
Title & Abstract Agency of America, Inc.)
4902 Eisenhower Blvd., Suite 295)
Tampa, FL 33634)
)
Applicant.)
)
Type of Agency Action: Enforcement)
)
License Application #: 976927)

FILED
NOV 22 2022
STATE OF INDIANA
DEPT. OF INSURANCE

FINAL ORDER

The Enforcement Division of the Indiana Department of Insurance (“Department”), by counsel, Samantha Aldridge, and Title & Abstract Agency of America, Inc. (“Applicant”), a nonresident insurance producer organization, signed an Agreed Entry which purports to resolve all issues involved in the above-captioned cause number, and which has been submitted to the Commissioner of the Indiana Department of Insurance (“Commissioner”) for approval.

The Commissioner, after reviewing the Agreed Entry, which imposes a five hundred dollar (\$500) administrative penalty against Applicant for having failed to report other state actions on its application for licensure, finds it has been entered into fairly and without fraud, duress or undue influence, and is fair and equitable between the parties. The Commissioner hereby incorporates the Agreed Entry, attached, as if fully set forth herein, and approves and adopts in full the Agreed Entry as resolution of this matter.

IT IS THEREFORE ORDERED by the Commissioner as follows:

1. Applicant's nonresident's producer organization license shall be approved contingent upon Applicant timely paying the civil penalty. Applicant shall pay an administrative penalty in the amount of five hundred dollars (\$500), payable within thirty (30) days from the date of this Final Order, for failure to disclose other state actions on an application for licensure, a violation of Indiana Code § 27-1-15.6-12(b)(1).
2. The Department agrees to accept this agreement as full resolution of this matter.

ALL OF WHICH IS ORDERED this 22 day of November 2022.


Amy L. Beard, Commissioner
Indiana Department of Insurance

Distribution:

Gina Davies, Sr. Investigator
INDIANA DEPARTMENT OF INSURANCE
311 West Washington Street, Suite 103
Indianapolis, Indiana 46204-2787

Title & Abstract Agency of America, Inc.
4902 Eisenhower Blvd., Suite 295
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STATE OF INDIANA
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AGREED ENTRY

This Agreed Entry is executed by and between the Enforcement Division of the Indiana Department of Insurance ("Department"), by counsel, Samantha Aldridge, and Title & Abstract Agency of America, Inc. ("Applicant"), to resolve all issues in the above-captioned cause number. This Agreed Entry is subject to the review and approval of Amy L. Beard, Commissioner of the Indiana Department of Insurance ("Commissioner").

WHEREAS, on June 17, 2022, Applicant submitted an application for a nonresident producer's license;

WHEREAS, on said license application, Applicant failed to disclose a December 27, 2007, Consent Order in the State of Florida for failure to pay a 2007 administrative surcharge;

WHEREAS, on said license application, Applicant failed to disclose an August 11, 2008, Consent Order in the State of Florida for failure to pay a 2008 administrative surcharge and failure to maintain a surety bond;

WHEREAS, Applicant's conduct is a violation of Indiana Code § 27-1-15.6-12(b)(1), which states, in part, that the commissioner may levy a civil penalty for providing incorrect, misleading, incomplete, or materially untrue information in a license application;

WHEREAS, Nancy Jones, Vice President of Title & Abstract Agency of America, Inc., is authorized to act on behalf of Applicant and obligate it to perform in accordance with this agreement; and

WHEREAS, the Department and Applicant (collectively, the "Parties") desire to resolve this matter without the necessity of a hearing.

IT IS, THEREFORE, NOW AGREED by and between the Parties as follows:

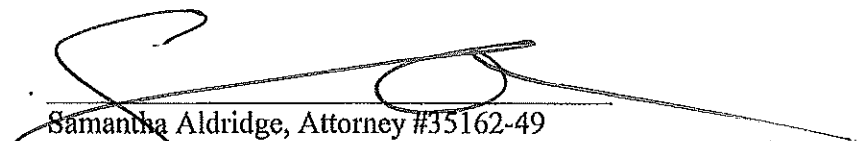
1. The Commissioner has jurisdiction over the subject matter and the Parties to this Agreed Entry.
2. In order to avoid formal litigation in this matter, Applicant has determined that it is in its best interests to enter into this Agreed Entry. As such, Applicant acknowledges that it executes this Agreed Entry with full realization of its contents and effects.
3. This Agreed Entry is executed knowingly, voluntarily, and freely by the Parties. The Parties agree that the terms of this Agreed Entry constitute final resolution of this matter.
4. Applicant knowingly, voluntarily, and freely waives the right to a public hearing on this matter, including the right to appear in person before the Commissioner, present evidence, cross-examine witnesses, and present arguments.

5. Applicant knowingly, voluntarily, and freely waives the right to judicial review of this matter or otherwise appeal or challenge the validity of this Agreed Entry.
6. Applicant knowingly, voluntarily, and freely waives, releases, and forever discharges all claims or challenges, known or unknown, against the Department, its Commissioner, employees, agents, and representatives, in their individual and official capacities, that arise out of or are related to the Agreed Entry or Final Order, including but not limited to any act or omission as part of the underlying audit, investigation, negotiation, or approval process.
7. Applicant's nonresident producer license shall be approved contingent upon Applicant timely paying the civil penalty. Applicant shall pay a civil penalty in the amount of five hundred dollars (\$500) to the Department within thirty (30) days after the Commissioner signs the Final Order adopting this Agreed Entry. Failure to pay the civil penalty may result in the Department taking an administrative action against Applicant's resident producer license.
8. Applicant has carefully read and examined this Agreed Entry and fully understands its terms.
9. Applicant has had the opportunity to have this Agreed Entry reviewed by legal counsel of its choosing, at its own expense, and is aware of the benefits gained and obligations incurred by the execution of this Agreed Entry. Applicant understands and agrees that the Department cannot give it legal advice.
10. Applicant has entered into this Agreed Entry knowingly, voluntarily, and freely, and has not been subject to duress, coercion, threat, or undue influence.

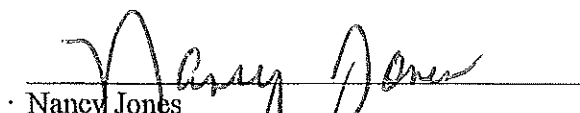
11. This Agreed Entry constitutes the entire agreement between the Parties, and no other promises or agreements, express or implied, have been made by the Department or by any employee, director, agent or other representative thereof to induce Applicant to enter this Agreed Entry.
12. The Department agrees to accept Applicant's compliance with the terms of this Agreed Entry as full satisfaction of this matter, and warrants and represents that so long as Applicant complies with the terms of this Agreed Entry, the Department will not bring any further action against Applicant based on the facts that gave rise to this Agreed Entry.
13. In the event the Department finds there has been a breach of any of the provisions of this Agreed Entry, the Department may reopen this matter and pursue alternative action pursuant to Indiana Code § 27-1-15.6-12.
14. Applicant waives any applicable statute of limitations for purposes of any enforcement of the terms and conditions of this Agreed Entry.
15. Applicant acknowledges that this Agreed Entry may be admitted into evidence in any judicial or administrative proceeding against Applicant to enforce the terms and conditions contained herein.
16. Applicant understands that this Agreed Entry resolves only the matter pending with the Department and does not affect any criminal prosecution or civil litigation that may be pending or hereinafter commence against Applicant.
17. This Agreed Entry does not in any way affect the Department's authority in future audits, investigations, examinations, negotiations, or other complaints involving Applicant.

18. It is expressly understood that this Agreed Entry is subject to the Commissioner's acceptance and has no force or effect until such acceptance is evidenced by the entry of a Final Order by the Commissioner.
19. Should this Agreed Entry not be accepted by the Commissioner, it is agreed that presentation to, and consideration of this Agreed Entry by the Commissioner, shall not unfairly or illegally prejudice the Commissioner or Applicant from further participation in or resolution of these proceedings.
20. If this Agreed Entry is accepted by the Commissioner, it will become part of Applicant's permanent record and may be considered in future actions brought by the Department or any other regulator against Applicant. It is further understood that, if accepted by the Commissioner, this Agreed Entry and resulting Final Order are public records pursuant to Indiana Code § 4-21.5-3-32 that may not be sealed or otherwise withheld from the public and may be reported to the National Association of Insurance Commissioners and published on the Department's website as required.
21. Applicant acknowledges that this is an Administrative Action it may be required to report to other jurisdictions in which it is licensed and on future licensing applications.

11/14/22
Date Signed


Samantha Aldridge, Attorney #35162-49
Indiana Department of Insurance

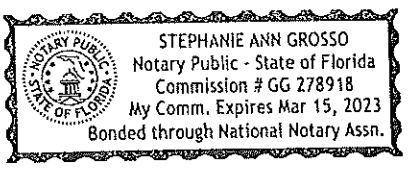
11/18/22
Date Signed


Nancy Jones
Title & Abstract Agency of America, Inc.

STATE OF FLORIDA)
COUNTY OF Hillsborough) SS:

Before me a Notary Public for Hillsborough County, State of Florida,
personally appeared Nancy Jones, representative of Title & Abstract Agency of America, Inc., and
being first duly sworn by me upon his oath, says that the facts alleged in the foregoing instrument
are true.

Signed and sealed this 8 day of November, 2022.



[Handwritten Signature]
Notary Signature

Stephanie Grosso
Notary Printed

My Commission expires: 3/15/23
County of Residence: Pinellas