

No. **2026-10131**

**Official Order
of the
Texas Commissioner of Insurance**

Date: 09/17/2026

Subject Considered:

Gaylene Rogers Lonergan
Dallas, Texas

Consent Order
TDI Enforcement File No. 34729

General remarks and official action taken:

This is a consent order with Gaylene Rogers Lonergan (Lonergan). Lonergan committed violations of Title 11 of the Texas Insurance Code and has agreed to a one-year probationary suspension of her license.

Waiver

Lonergan acknowledges that the Texas Insurance Code and other applicable law provide certain rights. Lonergan waives all of these rights, and any other applicable procedural rights, in consideration of the entry of this consent order.

Findings of Fact

1. Lonergan, individual identification number 1307347, holds an escrow officer license issued by TDI on November 13, 2001. Lonergan has also been a licensed attorney in Texas since November 4, 1983.
2. Best Texas Title, L.L.C., doing business as THE Title Company (THE Title Company) was the appointed title agent of ANTIC.

2026-10131

Commissioner's Order

Gaylene Rogers Lonergan

Page 2 of 9

3. A fee attorney is defined as an attorney who is licensed to act as escrow officer and who closes in the name of a title insurance company or title agent pursuant to TEX. INS. CODE § 2652.003(b)&(c) and as discussed in Commissioner's Bulletin # B-0017-07.
4. An escrow officer means an attorney, a bona fide employee of an attorney licensed as an escrow officer, a bona fide employee of a direct operation, or a bona fide employee of a title insurance agent whose responsibilities include countersigning title insurance forms, supervising the preparation and delivery of title insurance forms, signing escrow checks, or closing the transaction, as described by TEX. INS. CODE § 2501.006.
5. Texas law requires an attorney licensed as an escrow officer to comply with the provisions of the Texas Insurance Code that applies to escrow officers and trust funds as if the attorney were a title insurance agent.
6. Lonergan was appointed as a fee attorney for THE Title Company from September 1, 2019, until May 15, 2024.
7. TDI received a complaint regarding the sale of a property located in Desoto, Texas (Desoto Property) which resulted in an investigation into Lonergan's involvement in several real estate transactions.

Desoto Property

8. S.S. and L.S., trustees of a revocable trust (sellers/owners), entered into a real estate contract for the sale of their home (Desoto Property) on June 16, 2023.
9. Sellers agreed to use Lonergan as their title agent.
10. Sellers chose to deed the property to buyers with no title insurance in exchange for execution by buyer of a promissory note and deed of trust. Seller's executed the deed after consultation with their own real estate agent and mortgage professional. The Deed, Promissory Note and Deed of Trust were prepared by buyer's own attorney and provided to Lonergan for handling and execution by the parties.
11. As part of this investigation, TDI obtained two different settlement statements for this transaction, both containing an identical signature page. One version was

provided by Lonergan during this investigation and the other version was located in the closing file obtained from THE Title Company.

12. Lonergan did not represent the buyer or seller in this transaction but acted only as the escrow agent. The settlement statement showed Lonergan received \$16,450 in attorney fees which, according to Lonergan were payment for a prior legal representation by Lonergan of buyer which remained outstanding. Lonergan prepared Releases of Lien and other standard title closing documents for the transaction and charged \$845 for "document preparation." All other documents were prepared by buyer's own attorney.
13. The following violations were identified in the file closed by Lonergan:
 - a. Failure to disburse monies as indicated in the settlement statement for the closing of this transaction;
 - b. Improperly collecting a fee for notary services provided by Lonergan and not to a true third-party notary under Specific Areas and Procedures No. 5;
 - c. Failure to prepare a settlement statement that showed the payee for the \$680,383.70 loan payoff or the \$2,865 hazard insurance premium;
 - d. Failure to disburse in accordance with the settlement statement amount of payoff as it was \$680,383.70, but only \$342,282.70 was disbursed;
 - e. Failure to disburse in accordance with the settlement statement in that the hazard insurance on the settlement statement was \$2,865 but only \$2,685 was disbursed, with the difference of \$180 paid to Lonergan Law Firm and noted as a "loan repayment advance" that was not authorized by the settlement statement;
 - f. Failure to disburse in accordance with the settlement statement in that \$3,000 was paid to Lonergan Law Firm and noted as "loan advance repayment" which was not authorized by the settlement statement;
 - g. Failure to disclose all parties receiving a portion of the real estate commission on the settlement statement;
 - h. Improperly disbursing \$3,000 and \$180 that were noted as "loan advance repayment" without support in the file;
 - i. Improperly disbursing a labor lien for \$172.50 plus costs without inclusion in the settlement statement and without support cleared the file; and
 - j. There was no support for the payoff statement for the seller-finance transaction in the file for the amounts shown on the statement.

Dallas Property General Warranty Deed

35. Lonergan was the fee attorney on a real estate transaction regarding a property located in Dallas, Texas (Dallas property).
36. Lonergan prepared a general warranty deed for the Dallas property which purportedly transferred title to the property from someone identifying as M.G. (seller) to buyers and it was recorded on February 8, 2023.
37. Lonergan allowed seller to use their chosen notary to execute the general warranty deed remotely.
38. The general warranty deed for the Dallas property shows seller's signature was notarized by J.R., Notary ID xxxx7566, in Dallas County. J.R. is a notary in Texas but his Notary ID is xxxxx5662.
39. The general warranty deed was later determined to be forged after a lawsuit was filed by the true owner of the property.
40. As a result of the fraudulent sale of the property, a claim was filed with ANTIC for failure of title and ANTIC paid the policy limit of \$80,000 to the buyers.
41. ANTIC sought a recoupment of the loss from THE Title Company. ANTIC accepted a promissory note from Lonergan where she agreed to repay the note in full by November 15, 2024. As of the date of this order, Lonergan's balance is \$62,853.
42. The following closing violations were identified in the file closed by Lonergan:
 - a. The contract showed only one buyer and the HUD statement and deed indicated there were two buyers;
 - b. The contract showed \$100,000 sales prices but closing sales price was \$80,000 with no documentation of an amendment or updated contract;
 - c. The disbursement payee for the mowing liens was not disclosed on the settlement statement;
 - d. The disbursement payee for past due taxes was not disclosed on the settlement statement;
 - e. An unauthorized "processing fee" of \$50 was collected at closing;
 - f. The closing file did not contain a copy of the final title commitment;

- g. Lonergan's office received \$374 for closing the transaction and should have only received \$317.90 per the T-00;
 - h. Legal instruments were not recorded timely;
 - i. There were no signed outgoing wire authorizations found in the closing file.
43. Title agents are required to retain the final signed commitments for a minimum of 15 years.

Conclusions of Law

1. The commissioner has jurisdiction over this matter under TEX. INS. CODE §§ 82.051–82.055, 84.021–84.044, 2652.001, and 2652.201.
2. The commissioner has the authority to informally dispose of this matter as set forth in TEX. GOV'T CODE § 2001.056, and TEX. INS. CODE §§ 36.104 and 82.055.
3. Lonergan has knowingly and voluntarily waived all procedural rights to which it may have been entitled regarding the entry of this order, including, but not limited to, issuance and service of notice of intention to institute disciplinary action, notice of hearing, a public hearing, a proposal for decision, rehearing by the commissioner, and judicial review.
4. Lonergan violated TEX. INS. CODE § 2702.053 by failing to issue a settlement statement that matches the final disbursement ledger.
5. Lonergan violated Specific Areas and Procedures No. 5 by collecting a notary fee for services performed by her.
6. Lonergan violated Title Bulletin #160 by failing to disclose all parties receiving a portion of the real estate commission on the settlement statement.
7. Lonergan violated the Minimum Escrowing Accounting Procedures & Internal Controls #18 by failing to prepare and obtain evidence of support.
8. Lonergan violated Rate Rule R-1 by collecting an unauthorized "processing fee" at closing.
9. Lonergan allowed a payment to her office for closing the transaction that was mistakenly calculated improperly in violation of Procedural Rule P-22.

10. Lonergan failed to retain and include in the closing file the outgoing wire authorizations and final signed title commitment in violation of Procedural Rule P-32 and TEX. INS. CODE § 2704.001.

Order

It is ordered that Gaylene Rogers Lonergan's escrow officer license is suspended for one year. The suspension is probated pursuant to the terms and conditions stated in this order.

If, during the probation period imposed by this order, the department issues any additional licenses or authorizations to Lonergan, those additional licenses or authorizations will be suspended until the probation period imposed by this order has ended. The suspension shall be probated, and the same terms and conditions stated in this order will apply.

Beginning from the date of this order and continuing through the probation period Lonergan:

1. Must comply with all laws and regulations as set out in Title 11 of the Texas Insurance Code and the Basic Manual.
2. Must not misappropriate or convert to its or its employees' or its representatives own use or illegally withhold money belonging to a title insurance company, an insured, or another person, pursuant to TEX. INS. CODE § 2651.301(4).
3. Must not engage in fraudulent or dishonest practices, pursuant to TEX. INS. CODE § 2651.301(5).
4. Must maintain a separate and distinct accounting of escrow funds and an escrow bank account or accounts separate and apart from all other accounts, pursuant to TEX. INS. CODE § 2651.301(7).
5. Must disburse escrow funds only in accordance with a signed settlement statement, pursuant to TEX. INS. CODE § 2702.053.
6. Must maintain detailed records, including notary books, signatures, and authorizations, for all closings held during the probation period.

7. If any of the following information changes as to what is currently on record with TDI, Lonergan must file a written report within 30 days of any such change to EnforcementReports@tdi.texas.gov, setting forth any changes: mailing address, employer, appointments.
8. Lonergan must notify the department immediately of the following by emailing EnforcementReports@tdi.texas.gov:
 - a. any charges or indictments filed against her for a misdemeanor or felony during the period she is required to file reports, excluding traffic offenses and Class C misdemeanors;
 - b. any state or regulatory actions taken against her in her capacity as an escrow officer or fee attorney including formal and informal actions;
 - c. any civil litigation filed or resolved against Lonergan relating solely to her actions as an escrow officer or fee attorney;
 - d. any change in her employment or her residence; and
 - e. any complaint made against Lonergan concerning her performance as an escrow officer or fee attorney, as well as a written explanation detailing the steps taken to resolve it.

Signed by:

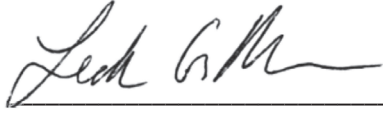
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Amanda Crawford
Commissioner of Insurance

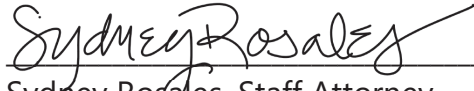
2026-10131

Commissioner's Order
Gaylene Rogers Lonergan
Page 8 of 9

Recommended and reviewed by:



Leah Gillum, Deputy Commissioner
Fraud and Enforcement Division



Sydney Rosales, Staff Attorney
Enforcement

Approved as to form and content:



Troy Beaulieu, Counsel for Gaylene Rogers Lonergan

Affidavit

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me, the undersigned authority, personally appeared Gaylene Rogers Lonergan, who being by me duly sworn, deposed as follows:

"My name is Gaylene Rogers Lonergan. I am of sound mind, capable of making this statement, and have personal knowledge of these facts which are true and correct.

I have knowingly and voluntarily entered into the foregoing consent order and agree with and consent to the issuance and service of the same by the commissioner of insurance of the state of Texas."

Gaylene Rogers Lonergan
Affiant

SWORN TO AND SUBSCRIBED before me on July 24, 2026.

(NOTARY SEAL)

Devante Rhodes
Signature of Notary Public
Devante Rhodes
Printed Name of Notary Public

