

**OFFICE OF THE INSURANCE COMMISSIONER
MARYLAND INSURANCE ADMINISTRATION**

**MARYLAND INSURANCE
ADMINISTRATION**

*

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v.

Case No. MIA 2024-02-017

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MARIO DEANTE GERALD

*

Respondent.

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MEMORANDUM AND FINAL ORDER

Pursuant to §§ 2-204 and 2-214 of the Insurance Article of the Annotated Code of Maryland (“the Insurance Article”),¹ the Undersigned affirms the February 22, 2024 Order of the Maryland Insurance Administration (“MIA”) finding Mario Deante Gerald, (“Respondent”) in violation of Section 27-403(2) of the Insurance Article, by submitting a false document to Esurance for alleged damages to his motor vehicle and by falsely claiming to Esurance that he missed work due to his injuries.

STATEMENT OF THE CASE

This matter arises from an investigation undertaken by the MIA concerning a liability claim submitted by Respondent to Esurance for a motor vehicle accident on October 25, 2022. Following its investigation, the MIA issued an Order finding Respondent in violation of Section 27-403(2) of the Insurance Article.

SUMMARY OF THE EVIDENCE

A. Testimony

¹ Unless otherwise noted, all statutory citations are to the Insurance Article of the Annotated Code of Maryland.

A virtual hearing was scheduled using remote video technology on June 26, 2025, and postponed to an in-person hearing on June 27, 2025. Ms. Alicia Stewart (“Ms. Stewart”) appeared as counsel for the MIA. Investigator John Cadigan (“Investigator Cadigan”) and Investigator Todd Redpath (“Investigator Redpath”) provided sworn testimony on behalf of the MIA.

Respondent Mario Deante Gerald appeared virtually and represented himself at the hearing. Respondent declined to testify at the hearing.

B. Exhibits

MIA Exhibits² (In Record)

1. Exhibit 1 – National General Insurance Claim File Notes
2. Exhibit 2 – Transcript of Respondent’s Claim Reporting Call, dated October 28, 2023
3. Exhibit 3 – Transcript of Respondent’s Claim Reporting Call, dated November 1, 2023
4. Exhibit 4 – Respondent’s Offer of Resolution
5. Exhibit 5 – Photographs of Respondent’s Vehicle
6. Exhibit 6 – Repair Invoice Submitted by Respondent
7. Exhibit 7 – Repair Invoice, dated July 21, 2021
8. Exhibit 8 – SIU Detailed Narrative
9. Exhibit 9 – Emails between Investigator Redpath and Progressive Corporation
10. Exhibit 10 – Subpoena to Progressive Corporation, dated December 21, 2023
11. Exhibit 11 – Not Offered
12. Exhibit 12 – Progressive Corporation’s Payroll Records
13. Exhibit 13 – Emails between Investigator Redpath and Progressive Corporation
14. Exhibit 14 – MIA Notes from Interview of Abraham Lima, dated November 15, 2023
15. Exhibit 15 – MIA Notes from Interview of Erica Johnson, dated November 15, 2023
16. Exhibit 16 – MIA Letter to Respondent, dated November 15, 2023
17. Exhibit 17 – MIA Order, dated February 22, 2024

FINDINGS OF FACT

These findings of fact are based upon a complete and thorough review of the entire record in this case, including the hearing transcript and all exhibits and documentation provided by the

² At the start of the hearing, the parties stipulated to the admission of all of the MIA exhibits.

Parties. The credibility of the witnesses has been assessed based upon the substance of their testimony, their demeanor, and other relevant factors. To the extent that there are any facts in dispute, the following facts are found to be true by a preponderance of the evidence. Citations to particular parts of the record are for ease of reference and are not intended to exclude, and do not exclude, reliance on the entire record.

1. On October 28, 2022, Respondent reported a claim to Esurance that he was involved in a motor vehicle accident with Esurance's insured, E.J. on October 25, 2022. (MIA Ex. 1.) Respondent reported that he was seated in his 2008 Mercedes, ("Respondent's Vehicle"), and parked in a 7-Eleven parking lot, when E.J.'s 2014 Lexus IS 250 struck his vehicle. (*Id.*)
2. On November 1, 2022, Respondent spoke with a representative on behalf of Esurance. (MIA Ex. 1, 3.) At that time, Esurance obtained a recorded statement in which Respondent provided the facts of the loss. (*Id.*) During the November 1, 2022 Recorded Statement, Respondent also stated, in relevant part, that there was one car seat in the Respondent's Vehicle at the time of the accident. (*Id.*)
3. On November 7, 2022, Respondent again reported the facts of the loss to Nicholas Dibenedetto, a representative on behalf of Esurance ("Adjuster Dibenedetto"). (*Id.*) During the call, Respondent stated,
 - a. he sustained injuries to his neck and back from the accident,
 - b. there were no passengers in his vehicle,
 - c. he went to Unity Health Care for treatment,
 - d. he missed two days of work on October 26th and October 27th,

e. His total wages were \$448.00, (eight hours per day and earns \$28 per hour).

(MIA Ex. 1.)

4. On November 9, 2022, Adjuster Dibenedetto obtained the facts of the loss from their insured, E.J. (MIA Ex. 1.)
5. Also on November 9, 2022, Esurance determined that E.J. was 100% at fault for the accident. (MIA Ex. 1.)
6. On November 29, 2022, concerning the vehicle damage claim, Esurance sent an email to Respondent stating, in relevant part,

Please be advised that no payments will be issued until we have been able to review an estimate and the supporting documentation for damages related to this accident. Insurance companies have the right to review and inspect damages for claims presented against our policies. Once we have reviewed your estimate from a body shop and the supporting photos, we will determine what is related to the accident and how much is approved. At that time we can discuss payment.

In reference to your car seats, we can issue a good faith payment of \$50 while we wait on the required documentation to reimburse fully. For full reimbursement, please provide a photo of each car seat (full picture) with the seat belts cut and a copy of the receipt for the purchased replacements. The new car seats need to be similar in make and model for reimbursement. Once we receive the required documents we will reimburse you directly.

* * * *

(MIA Ex. 1)

7. On December 6, 2022, Donella Guida, a representative on behalf of Esurance, (“Adjuster Guida”) advised Respondent of the requirements for reimbursement of the car seats, as outlined in Esurance’s November 29, 2022 email. (MIA Ex. 1.) Respondent was also advised to ask his body shop to send over an estimate and photographs of the vehicle damage, or to provide Esurance an opportunity to inspect the vehicle. (*Id.*)

8. On December 10, 2022, Respondent submitted a document titled, “Offer of Resolution,” (“Offer”) to Esurance. (MIA Ex. 4) The Offer stated,

I, [Respondent], hereby respectfully asks (*sic.*) for consideration of this proposed demand.

Pursuant to the sustained property damages to the claimant vehicle (2008 S550 4MATIC Mercedes-Benz) and its 2 damaged car seats, I [Respondent] demand payment in the amount of 1,718.34 for payment made to a body shop for replacing and removing the damaged bumper and \$1,500.00 for the two (2) car seats that are not to be used after an accident.

Pursuant to the sustained bodily injuries, loss wages, and pain & suffering, I [Respondent] demand payment in the amount of \$11,000.

Physical Therapy is \$287 daily for 20 days = \$5,740.00

Loss Wages = 4,480

Pain & Suffering = “round up to an even number”-Bodily Injury adjuster

* * * *

(MIA Ex. 4.)

9. The Offer also included a section titled, Agreement to Release My Claims. (MIA Ex. 4.)
10. On December 22, 2022, Esurance agreed to the Respondent’s Offer and sent a release to Respondent to sign. (MIA Ex. 1.)
11. On December 27, 2022, Esurance issued a payment of \$11,000 to Respondent for the bodily injury claim. (MIA Ex. 1.)
12. On February 28, 2022, Respondent contacted Esurance and stated that he needed payment for the car seats and the vehicle repairs. (MIA Ex. 1.)
13. Respondent submitted a document to Licensee titled INVOICE 13466, that contained Ameri Benz Auto Services, LLC (“Ameri Benz”), in the heading of the document. (MIA Ex. 6; June 27 Transcript (“Tr.”) at 37.) The document also contained a date of

“11/23/2022”; listed an invoice amount of \$1,786.22; and included the following narrative summary under the Labor Description:

RIGHT REAR EXHAUST BRACKET, REAR BUMPER
COVER ASSY, REAR PAD – Removing & Replace ALL,
PAINT & MOLD

REAR BUMPER IMPACT ABSORBER

-Remove & Replace

Hazardous Materials

FUNCTION CHEKS, HORN LIGHT INSPECT ALL
FLUIDS LEVEL, INSPECT FOR LEAKS, VISUAL
INSPECTION OF BRAKE PADS, SUSPENSION,
ADJUST TIRE PRESSURE AND VISUAL INSPECTION
OF TIRE DAMAGES

* * * *

(MIA Ex. 6.)

14. On March 30, 2022, a representative on behalf of Esurance contacted a representative of Ameri Benz to request photographs and to confirm the documentation submitted by Respondent, as evidence of the repair work completed on Respondent’s Vehicle. (MIA Ex. 1.)
15. During the March 30, 2022 call, the Ameri Benz representative stated that they had no record of completing any repairs to Respondent’s Vehicle in November 2022. (MIA Ex. 1.)
16. The Ameri Benz representative also stated that they had previously worked on Respondent’s vehicle in 2021; however, their business does not perform “body work” and did not complete the work described in the Labor Description section of the documentation submitted by Respondent. (MIA Ex. 1, 6.)

17. The claim was referred to the Special Investigation's Unit for National General Insurance on April 7, 2023, and assigned to Investigator John Cadigan to authenticate the originality of the documentation submitted by Respondent. (MIA Ex. 8; June 27, 2025 Tr. at 48.)

18. During his investigation, Investigator Cadigan obtained the actual invoice from Ameri Benz for work completed on Respondent's Vehicle on July 21, 2021 ("Ameri Benz Invoice"). (MIA Ex. 8.) The Ameri Benz Invoice contained the same invoice number as the documentation submitted by Respondent; however, under the Labor Description, the Ameri Benz Invoice stated,

OIL FILTER HOUSING &/OR OIL COOLER FASKET
AND THERMOSTAT GASKET – Remove & Replace – All
Applicable Models

SERVICE A – 10,000 MILE INTERVAL SCHEDULE

Mercedes-Benz Synthetic Motor Oil Replacement, Fleece Oil Pilter Replacement. All fluid level checks and top off fluid, Tire inflation of vehicle for leaks, Function checks, and Reset maintenance counter

FUNCTION CHECKS, HORN LIGHT INSPECT ALL FLUID LEVEL, INSPECT FOR LEAKS, VISUAL INSPECTION OF BRAKE PADS, SUSPENSION, ADJUST TIRE PRESSURE AND VISUAL INSPECTION OF TIRE DAMAGES.

DRIVE BELT TENSIONER – Remove & Replace
Hazardous Materials

* * * *

(MIA Ex. 7.)

19. Investigator Cadigan concluded that the documentation submitted by Respondent to Esurance was an altered repair receipt, bearing the same invoice number and invoice amount, for prior unrelated work completed by Ameri Benz on Respondent's Vehicle on July 21, 2021. (MIA Ex. 8.)

20. Esurance denied Respondent's property damage claim. (June 27, 2025 Tr. at 52.)
21. The matter was also referred to the MIA Fraud and Enforcement Division and assigned to Investigator Todd Redpath ("Investigator Redpath") in September 2023 for further investigation. (MIA Ex. 1; June 27, 2025 Tr. at 53.)
22. During his investigation, Investigator Todd Redpath learned that Respondent was previously employed with Progressive Insurance. (MIA Ex. 9.) Investigator Redpath then contacted a representative on behalf of Progressive Insurance and confirmed that Respondent was employed with Progressive Insurance from April 25, 2022 until October 6, 2023. (MIA Ex. 9; June 27, 2025 Tr. at 110)
23. Investigator Redpath also obtained Respondent's work and leave records from Progressive Insurance from October 25, 2022 to December 22, 2022. (MIA Exs. 10, 12, 13; June 27, 2025 Tr. at 115-117.) Respondent did not miss any time from work between October 25, 2022 to December 22, 2022 due to injury or sickness. (*Id.*) Further, Respondent did not take any personal time or other leave during this period. (*Id.*)
24. Additionally, for the pay period beginning October 16, 2022 through October 29, 2022, Respondent earned wages from Progressive Insurance at a rate of \$25.817308 per hour. (MIA Ex. 12.)
25. Investigator Redpath interviewed a representative on behalf of Ameri Benz on November 14, 2023. (MIA Ex. 14.) The Ameri Benz representative stated that they never completed the body repair work reflected in the document submitted by Respondent to Esurance for Respondent's Vehicle. (*Id.*)

26. Investigator Redpath also interviewed E.J. on November 15, 2023. (MIA Ex. 15.)
- During the interview, E.J. stated that she “tapped” Respondent’s Vehicle and Respondent was not in his vehicle at the time of the accident. (*Id.*)
27. Additionally, E.J. stated that weeks after the accident, Respondent sent her a \$1,000 repair estimate from German Service Center located in Landover, Maryland. (*Id.*)
- When E.J.’s father asked Respondent to meet to discuss the estimate, Respondent declined and ended the call. (*Id.*)
28. The MIA issued an Order on February 22, 2024 finding Respondent in violation of Section 27-403 (2) for submitting a false document or making a false document to Esurance for alleged damages to his vehicle and falsely claimed to have missed work due to injuries. (MIA Ex. 17.)
29. The MIA imposed an administrative penalty in the amount of \$2,500.00 and ordered Respondent to pay restitution in the amount of \$4,480.00. (MIA Ex. 17.)
30. Respondent submitted a timely hearing request, and the matter was then transferred to the Office of Hearings for further proceedings.
31. The Parties were directed to appear virtually for the evidentiary hearing on June 26, 2025; however, the hearing was continued as an in-person hearing on June 27, 2025, as the Respondent was not able to connect his video equipment. (June 26, 2025 Tr. at 126.)
32. On June 27, 2025, the attorney representing the MIA appeared in-person; however, Respondent stated that he was unable to appear in-person. Respondent was then permitted to appear virtually.

33. During the hearing, Investigator Redpath testified that he considered the factors listed in COMAR 31.02.04.02, to determine the administrative penalty of \$2,500 assessed against Respondent in the February 22, 2024 Order. (June 27, 2025 Tr. at 126.)
34. Investigator Redpath considered the seriousness of the violation, as the Respondent's actions to alter the documentation submitted to Esurance reflected planning, effort and intent to commit the violation. (June 27, 2025 Tr. at 127.)
35. Investigator Redpath considered the fact that Respondent had no prior violations; however, he also considered the Respondent's lack of cooperation in the investigation. (June 27, 2025 Tr. 129-130.)
36. Investigator Redpath also considered the seriousness of insurance fraud, as it affects the entire industry. (June 27, 2025 Tr. 131.)
37. Investigator Redpath did not consider Respondents assets. (June 27, 2025 Tr. 131.)
38. Restitution was ordered because Respondent demanded funds for missed work from Esurance, when in fact, the Respondent did not miss any days of work from Progressive Insurance. (June 27, 2025 Tr. 131.)

DISCUSSION

A. Position of the Parties

The Administration asserts that they have proven by clear and convincing evidence that Respondent made numerous misrepresentations in pursuit of his claim regarding missing work, and the value of that work as hourly wages, the alleged car seats in his vehicle, and repairs to his vehicle. Accordingly, the MIA asserts that Respondent violated Section 27-403(2) of the Insurance Article, and that an administrative penalty of \$2,500 and restitution for \$4,480 to Esurance are the appropriate sanctions in this case.

Specifically, Respondent stated that he missed two days of work, which amounted to \$480 of lost wages. However, he later submitted an offer of resolution, which amounts to twenty days of lost wages. Additionally, while Complainant stated that he earns \$28.00 per hour, his payroll documentation reflects that he earned approximately \$25.82 per hour. Based on Respondent's false representation, Esurance settled Respondent's bodily injury claim and issued a total payment of \$11,000, including \$4,480 for lost wages. Further, the MIA asserts that Respondent submitted documentation to Esurance that was in fact, an altered repair invoice for prior work on his vehicle.

Moreover, while Respondent maintains that his statements to Esurance were suggestions, in order to resolve the claim by settlement, Respondent stated, "Pursuant to the sustained bodily injuries, lost wages, and pain and suffering." The MIA asserts that "sustained," means damages that Respondent had actually suffered, endured, or underwent. Accordingly, the MIA asserts that Respondent's statements were not suggestions. Instead, the MIA maintains that these statements were specifically intended to influence Esurance's valuation of the claimed loss.

Lastly, the MIA argues that it sustained its burden of demonstrating the violation of Section 27-403 of the Insurance Article, and the administrative penalty of \$2,500 was calculated in accordance with the factors listed in COMAR 31.02.04.02. Additionally, the MIA asserts that restitution to Esurance for the fraudulently claimed lost wages is also warranted under Section 27.408 (c)(1)(ii) (sic), as those proceeds were paid to Respondent in connection with his fraudulent insurance claim.

During Respondent's closing argument, Respondent stated, "[y]ou did not hear from

Nicholas DiBenedetto. I subpoenaed him, and you already know what happened with that, because I asked you for a letter to get him there, because they said that the subpoena wasn't valid. But Nicholas DiBenedetto could've told you what the call represents.”^{3, 4}

Respondent also argued that the MIA’s case relied on speculative evidence and hearsay, based on testimony from investigators that were not present during Respondent’s calls to Esurance. Further, Respondent argues that there is no issue of liability, since E.J. acknowledged that she hit Respondent’s vehicle. Further, Respondent argues that it is common practice in the industry to settle claims for medical treatment and lost wages that will occur in the future.

B. Statutory Framework

The following Sections of the Insurance Article apply to the Respondent’s conduct, as detailed in the MIA’s February 22, 2024 Order:

Section 27-403(2) states,

It is a fraudulent insurance act for a person:

(2) to present or cause to be presented to an insurer documentation or an oral or written statement made in support of a claim, including a claim that alleges the theft of a motor vehicle,

³ Under COMAR 31.02.01.06 (A), “[o]n request of a party, the Administration may issue subpoenas requiring the attendance and testimony of witnesses and the production, at the hearing, of any tangible items in the possession or under the control of a witness.” Further, under COMAR 31.02.01.06 (C), Service of Subpoenas, (1) The party requesting the subpoena shall be responsible for proper service of the subpoena, (2) Except as provided in §C(3) of this regulation, subpoenas shall be served by hand delivery by an individual 18 years old or older who is not a party to the proceeding by delivering a copy to the person named or to an agent authorized by appointment or by law to receive service for the person named or as permitted by Rule 2-121 (a) (3) of the Maryland Rules of Civil Procedure. Service of a subpoena upon a party represented by an attorney may be made by service upon the attorney under Rule 1-321(a) of the Maryland Rules of Civil Procedure.

Here, Respondent requested four subpoenas to be issued in this matter for Todd Redpath, Abraham Lima, John Cadigan, and Nicholas Dibenedetto. The MIA Office of Hearings issued the four requested subpoena; however, on June 26, 2025, Respondent advised the Undersigned Hearing Office that he could not produce proof that the subpoena for Nicholas Dibenedetto had been served in accordance with the above regulation.

⁴ Respondent elected not to testify as a witness at the hearing. Accordingly, any statements made by Respondent during his closing argument pertaining to, or refuting sworn testimony from other witnesses at the hearing, are not part of the record, as the statements were not sworn testimony under oath.

with knowledge that the documentation or statement contains false or misleading information about a matter material to the claim;

Section 27-408 states,

(c)(1) In addition to any criminal penalties that may be imposed under this section, on a showing by clear and convincing evidence that a violation of this subtitle has occurred, the Commissioner may:

(i) impose an administrative penalty not exceeding \$25,000 for each act of insurance fraud; and

(ii) order restitution to an insurer or self-insured employer of any insurance proceeds paid relating to a fraudulent insurance claim.

(2) In determining the amount of an administrative penalty, the Commissioner shall consider:

(i) the nature, circumstances, extent, gravity, and number of violations;

(ii) the degree of culpability of the violator;

(iii) prior offenses and repeated violations of the violator; and

(iv) any other matter that the Commissioner considers appropriate and relevant.

* * * *

(Westlaw 2025)

C. The record demonstrates, by clear and convincing evidence, that Respondent violated Section 27-403(2), by submitting a false document to Esurance for alleged damages to his motor vehicle and by falsely claiming to Esurance that he missed work due to his injuries.

The record amply supports a finding that Respondent submitted a false/altered document to Esurance for alleged damages to his motor vehicle and falsely claimed to Esurance that he missed work due to his injuries. These actions were violations of Section 27-403 (2) of the Insurance Article.

As an initial matter, the record plainly demonstrates that Respondent informed Esurance that (1) he was injured as a result of the accident, and (2) he missed two days of work on October 26, 2022 and October 27, 2022 due to his injuries. The call notes from Esurance summarizing the information reported by Respondent, as well as the Offer of Resolution submitted by Respondent on December 10, 2022, support this. Further, in the Offer of Resolution, Respondent stated, “Pursuant to the sustained bodily injuries, loss wages, and pain & suffering, I [Respondent] demand payment in the amount of \$11,000.” Respondent supported his request by including physical therapy over twenty days for \$287 daily, as well as lost wages for \$4,480.00.

Further, with respect to the documentation submitted by Respondent to Esurance for the damages to Respondent’s Vehicle, the record demonstrates that Ameri Benz never performed the work to Respondent’s Vehicle as stated in the documentation. Further, the documentation was clearly altered from the original invoice showing work completed in 2021. Notwithstanding Respondent’s argument that the investigators engaged in speculation and relied on hearsay, I find that the evidence in this matter does not support Respondent’s argument. Rather, the investigators verified with Ameri Benz that the document submitted by Respondent contained the same invoice number from prior work completed on the vehicle. Further, the original invoice included a different description of labor that was altered in the documentation submitted by Respondent. Moreover, Ameri Benz does not perform the bodywork described in Respondent’s altered document. Lastly, there is no dispute that Respondent submitted the Offer of Resolution to Esurance seeking to settle the claim for \$11,000.00, and the settlement offer included an amount for sustained lost wages. There is also no dispute that the records from Progressive Insurance plainly indicate wages earned by Respondent on October 26, 2022 and October 27, 2022.

Based on the above factual findings and discussion, I find that the MIA's February 22, 2024 Order directing Respondent to pay restitution of \$4,480 was correct.

I also find that the MIA has satisfied its burden of demonstrating that the administrative penalty of \$2,500 assessed in the February 22, 2024 Order was proper. As Investigator Redpath testified in the hearing, the MIA properly considered the factors in COMAR 31.02.04.02, to determine the administrative penalty.

CONCLUSIONS OF LAW

Based upon the foregoing Findings of Fact and Discussion, it is found, as a matter of law, that Respondent violated Section 27-403 (2) of the Insurance Article of the Annotated Code of Maryland by submitting a false document to Esurance for alleged damages to his motor vehicle and by falsely claiming to Esurance that he missed work due to his injuries. Therefore, Respondent shall pay an administrative penalty in the amount of \$2,500 and restitution to Esurance of \$4,480.00.

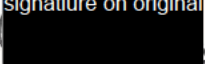
FINAL ORDER

IT IS HEREBY ORDERED that:

1. The February 22, 2024 Order of the MIA is UPHELD;
2. Respondent shall pay an administrative penalty of \$2,500.00;
3. Respondent shall pay an restitution to Esurance of \$4,480.00; and
4. That the records and publications of the Maryland Insurance Administration reflect this decision.

It is so **ORDERED** this 29th day of October 2025.

MARIE GRANT
Insurance Commissioner

signature on original


ERICA J. BAILEY
Chief Hearing Officer/Associate Commissioner
Office of Hearings