

IN THE MATTER OF THE  
MARYLAND INSURANCE  
ADMINISTRATION

v.

YAILEEN BERMUDEZ  
dba YBM, LLC  
408 NE 6<sup>th</sup> Street, #135  
Ft. Lauderdale, FL 33304

LICENSE NO.: 3001626927

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CASE NO.: MIA-2025-03-009

Fraud Division File No.: T-2024-0116A

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**ORDER**

This Order is issued by the Maryland Insurance Administration (the “MIA”) against Yaileen Bermudez and YBM, LLC (hereinafter, “Respondents” or “Bermudez”) pursuant to §§ 2-108, 2-201, 2-204<sup>1</sup> and 2-405 of the Insurance Article, Md. Code Ann. (2017 Repl. Vol. & Supp.) (the “Insurance Article”) for the violations of the Maryland Insurance Article identified and described.

**I. REGULATORY FRAMEWORK**

1. The business of insurance, including the oversight of those who sell insurance, is subject to extensive regulation by the MIA in order to sell, solicit, or negotiate insurance products in Maryland. *See* Ins. Art. §§ 1-101 and 10-103(c)(1). In order to obtain a license, applicants must meet licensing standards and are required to abide by all applicable provisions of the Insurance Article in order to remain licensed. Those standards are set forth in §10-126, which identifies the grounds on which the Commissioner may deny a license to an applicant or may revoke, suspend or refuse to renew a license.

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<sup>1</sup> Unless otherwise indicated, all statutory references in this Order are to the Insurance Article of the Maryland Code.

2. Insurance producers sell insurance on behalf of insurance companies. In order to assure that an insurance producer is acting with authority, § 10-103(c)(2) and (d) require an insurance producer to obtain an appointment before engaging in insurance sales on behalf of a specific insurer.

## **II. RELEVANT MATERIAL FACTS**

3. On September 28, 2020, the Florida Department of Financial Services issued Respondent a resident producer license that authorized her to sell health insurance in Florida. Respondent has six active appointments in Florida to sell life and health insurance with various insurers.

4. On October 29, 2021, the MIA issued Respondent a reciprocal non-resident insurance producer license (no. 3001626927). Respondent's line of authority is Accident and Health or Sickness. Her license expired on July 31, 2024.

5. YBM, LLC is a business entity licensed by the Florida Department of State, with Respondent listed as the manager and resident agent. YBM, LLC's email contact is \*\*\*bers@ybmessentialhealth.org and phone number (352) 7\*\*-\*077. YBM, LLC is not licensed as a producer in Maryland.

6. The Vitamin Patch, LLC ("Vitamin Patch") is a company based in Texas. Vitamin Patch purports to offer a self-funded company sponsored health plan called The Reliant Care Wellness plan ("RC Plan"). Vitamin Patch does not have a certificate of authority to act as an insurer in Maryland.

7. The MIA conducted a separate investigation of Vitamin Patch. This investigation determined that the RC Plan constituted an insurance plan, that RC Plan memberships had been issued and delivered to individuals in the State of Maryland, and that Vitamin Patch did not have a certificate of authority to operate as an insurer in Maryland. The MIA further concluded that RC

Plan members and applicants were not employees or working owners of Vitamin Patch, and that the RC Plan was not employee benefits plan exempt from state law by the federal Employee Retirement Income Security Act (“ERISA”).

**8.** The MIA’s separate investigation of Vitamin Patch concluded on June 27, 2024, when the Administration issued an Order against Vitamin Patch. The Order found Vitamin Patch in violation of §§ 4-101, 4-205 and 27-406 of the Insurance Article by improperly engaging in the insurance business without a certificate of authority, and without any exemption or provision that would remove Vitamin Patch from the statutory requirement to maintain a certificate of authority.

**9.** On June 1, 2023, Respondent was appointed as a recruiter for Vitamin Patch in Maryland. Respondent and Vitamin Patch entered into an agreement allowed Respondent to sell Vitamin Patch’s RC plan to persons she recruited as Independent Affiliates. For each affiliate recruited by Respondent, Vitamin Patch’s delegated Third Party Administrator, FirstEnroll, was to pay Respondent referral fees as set forth in the FirstEnroll Master Services Agreement.

**10.** FirstEnroll is a Third Party Administrator based in New Jersey that manages the financial aspects of the RC Plan. FirstEnroll maintains a web portal for consumers to access RC Plan documents and facilitate premium payments. FirstEnroll utilizes an email address to communicate with customers. On April 9, 2021, the Administration issued FirstEnroll a reciprocal non-resident insurance producer license (no. 3001257270) which expires on April 9, 2026.

**11.** Quotelab (dba Media Alpha) is a vendor based in St. Petersburg, Florida. Quotelab maintains a website, Marylandhealthplans.org through which Maryland consumers are directed to licensed producers in order to purchase health insurance. Respondent hired Quotelab to direct consumers to her in order to sell them health coverage. On May 24, 2021, the Administration

issued Quotelab a reciprocal non-resident producer license (no. 3001321593) which expires on May 24, 2025.

**12.** The Maryland Health Benefit Exchange (“MHBE”) is the state agency that manages Maryland Health Connection, the state’s health insurance marketplace. The MHBE was established in 2010 under the federal Affordable Care Act (“ACA”) to make health insurance more accessible for Maryland residents.

### **The MIA’s Investigation**

**13.** On January 10, 2024, the Administration received a complaint from a woman (hereinafter “Complainant”). Complainant reported that on or about October 27, 2023, she and her niece (hereinafter, “R.G.<sup>2</sup>”) contacted the MHBE by phone and were directed to an agent who sold R.G. the RC Plan. The agent referred to the plan as Reliant Care with the First Health Network.

**14.** On October 27, 2023, R.G. received an email from members@mymemberbenefit.com titled, “Welcome to your Reliant Care Wellness Plan”. The email was cc’d to Respondent at \*\*\*bers@ybmessentialhealth.org. The email message stated, in pertinent part:

- Thank you for your purchase of the Reliant Care Wellness Plan from YBM, LLC.
- SALES AGENT INFO YBMLLC, License: 3001626927
- CUSTOMER SERVICE Phone: (732) 8\*\*-\*733 [FirstEnroll number]

Additionally, the email provided a username and password for R.G. to access her Member Portal through the website mymemberbenefit.com.

**15.** On or about October 28, 2023, R.G. received a letter by US Mail with an attached health insurance card indicating the plan sponsor was The Vitamin Patch. The letter was titled, “Thank you for your purchase of the Reliant Care Wellness”. Among other things, the letter identified her agent as follows:

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<sup>2</sup> When necessary, the Administration uses initials to identify individuals, in order to protect confidentiality.

YBMLLC  
(352) 7\*\*-\*077  
\*\*\*bers@ybmessentialhealth.org

**16.** Shortly after purchasing the plan, R.G. attempted to use the RC plan for coverage of medical costs incurred during a doctor's appointment. The doctor's office informed R.G. that her plan provided no coverage. Due to lack of coverage, R.G. and Complainant made a complaint to the Administration.

**17.** Using R.G.'s user ID and password, an MIA investigator accessed R.G.'s RC Plan through her member portal at mymemberbenefit.com. The portal identified the sales agent as YBM, LLC, License: 3001626927 [Maryland Producer License] and displayed information such as product documents, payment information, payment method, payment history, product information, and R.G.'s Affiliate Agreement showing her electronic signature at the bottom.

**18.** During the course of the investigation, an MIA investigator interviewed R.G. about how she obtained the RC Plan. R.G. reported that on or about October 27, 2023, she and her aunt (Complainant) contacted what they thought was the MHBE and were transferred by phone to an agent. The agent set up R.G.'s RC Plan and said it was a Preferred Provider Organization ("PPO") through First Health.

**19.** R.G. stated that the agent who sold her the RC Plan never said anything about Vitamin Patch or becoming a Vitamin Patch Independent Affiliate. An MIA investigator provided R.G. a copy of her signed Affiliate Agreement which explained the RC Plan as well as her role as a Vitamin Patch sales affiliate. R.G. reported that the signature contained on the document was not her signature, that she never signed it, and that she had never seen this document.

**20.** On February 8, 2024, two MIA investigators interviewed Respondent about R.G.'s purchase of the RC Plan. Respondent alleged the following:

- That she (Respondent) purchases customer leads online through Media Alpha (paragraph 11, *Supra*).
- She had no relationship with the MHBE.
- Respondent recalled speaking with R.G., explaining the RC Plan coverage, and filling out an application [Affiliate Agreement] with her.
- Respondent fills out an application [Affiliate Agreement] with the members.
- Respondent provided R.G. the application which R.G. had to sign to agree to the terms and conditions of the plan [including becoming an Independent Affiliate for Vitamin Patch].
- Respondent was paid a commission for selling the RC Plan.
- As to whether Respondent sold the RC Plan to anyone else, she stated she didn't have that information but could get it for the investigator.

**21.** On February 15, 2024, an MIA investigator interviewed a representative of Media Alpha (Quotelab), the company which directs health insurance consumers to Respondent. The representative accessed their records and reported that around the time R.G. purchased her RC Plan, her aunt accessed marylandhealthplans.org and was directed via their interactive voice system to Respondent.

**22.** On February 26, 2024, the MIA issued Respondent an Order to Respond and Produce. The Order demanded, among other things, the names, phone numbers, policy/member identification number, and email addresses of any Maryland consumers to whom she sold the RC Plan. In response, Respondent named two consumers.

**23.** In response to the same Order to Produce, Respondent provided a letter to the MIA explaining her relationship with Vitamin Patch and her recruitment of R.G. Respondent alleged that she contracted with Vitamin Patch “to recruit distributors to become working owners or limited partners in the company and access the health company’s health plan if they wanted to

enroll.” Respondent alleged that she “carefully explained all aspects of the [Independent Affiliate] opportunity and the company’s health plans. Ms. [R.G.] agreed to become a limited partner in the Vitamin Patch / VP Limited Partnership on October 27, 2023.” Respondent’s description contradicted R.G.’s statement to the MIA that she was never told anything about becoming a sales affiliate for Vitamin Patch.

**24.** On March 21, 2024, Vitamin Patch provided the MIA investigator contact information for 165 Maryland consumers that were sold Vitamin Patch memberships by Respondent. Respondent had reported two consumers, (paragraph 22, *Supra*). These members joined Vitamin Patch between October 1, 2023 and February 29, 2024. Through a review of information provided by FirstEnroll, the MIA investigator confirmed 77 Maryland consumers who purchased the RC plan from Respondent. Through investigative interviews, the MIA investigator confirmed an additional 18 Maryland consumers who purchased the RC plan from Respondent.

**25.** The MIA investigator was able to interview 31 of the 165 witnesses, who described how they purchased memberships in the RC Plan. These witnesses provided accounts that included the following statements:

- Twenty-two witnesses said they were put in contact with Respondent or her representatives via what they thought was the MHBE.
- Eleven witnesses specifically recalled speaking with someone at phone number (352) 7\*\*-\*077, the number for YBM, LLC.
- Respondent or her representative told four witnesses that he/she could assist them in obtaining Medicaid coverage.
- Respondent (or her representative) told two witnesses that the RC Plan was comprehensive health coverage, even though the Affiliate Agreement stated that it was not.
- Respondent or her representative falsely told five witnesses that her agency was affiliated with the MHBE or the official Maryland government agency that assists people in obtaining health coverage.

**26.** Among the thirty one witnesses, the individuals interviewed described various misrepresentations made by YBM, LLC representatives:

- That members would automatically obtain Medicaid coverage after purchasing the RC Plan.
- That YBM, LLC was an assigned agent for the Maryland government plan, the Marketplace [MHBE].
- That the RC Plan was ACA (Affordable Care Act) compliant.
- That the RC Plan is a Preferred Provider Organization.
- That the consumer could obtain Medicaid for payment of two months' premiums, then it would be free thereafter.
- That the plan would be United Healthcare PPO with Reliant Care Wellness and Medicaid.
- That there would be only a one-time \$300.00 fee (recurring fees were subsequently charged).
- When a witness contacted YBM, LLC to inquire about receiving emails from Vitamin Patch, the YBM, LLC representative said, "Don't be concerned with that".
- If the consumer did not purchase the RC Plan, he would be fined \$4,500.00.
- The consumer would be signed up for "the low income program." No such program existed.

**27.** An MIA investigator provided thirty of the witnesses a copy of their signed Affiliate Agreement for review. Sixteen witnesses reported the signature was not theirs, that it was forged. Five witnesses reported that their signature was legitimate. Three witnesses couldn't remember. Six witnesses did not respond to the investigator's request. One witness never completed an Affiliate Agreement.

**28.** An MIA investigator logged into three of the witnesses' RC plan accounts and accessed the "Sign Authorization Form," which is a link for the witness to sign the Affiliate Agreement.



The system allowed the investigator to enter information in the signature block and submit it. Afterwards, the investigator was able to log in and view the witness' original signed agreement as well as the second agreement marked by the investigator. Additionally, after the investigator took this action, none of the three witnesses received an email confirmation that their document was signed again. The investigator determined that anyone with the witness' login credentials could sign their Affiliate Agreement without the witness' knowledge.

**29.** There were two phases of contact between witnesses and YBM, LLC: The initial purchase of the plan, and follow up customer service questions. When witnesses purchased and negotiated the RC Plan, they called a phone number displayed on a website or they entered their personal information on such a website and a YBM, LLC representative called them back. For customer service, they called YBM, LLC at (352) 7\*\*-\*077, as displayed on RC Plan documents. Witnesses reported speaking to various YBM, LLC representatives, who identified themselves as follows:

- Susan Trevino
- Mike or Mike Wilson
- Heather
- Miguel
- Brandon
- Kevin
- Heavenly

The witnesses reported speaking to this range of individuals despite Respondent having reported to the MIA investigator that she was the sole employee at YBM, LLC. The investigator noted the contradiction between Bermudez being the only employee and victims speaking with seven different persons at YBM, LLC; four of which were men. The MIA investigator concluded that Bermudez's claim of being the only employee was false, and there were unauthorized persons selling, soliciting, or negotiating insurance on behalf of YBM, LLC.

**30.** The MIA investigator obtained a copy of the Recruiting Agreement between Respondent and Vitamin Patch. Per the agreement, Respondent was to recruit independent affiliates for Vitamin Patch. Respondent was to screen and select candidates for this position, and confirm they understood the affiliate program. Respondent was to perform three functions, among other things:

- Confirm that the selected candidate(s) have a basic understanding of what the Recruiting Agreement referred to as “the Affiliate Program.”
- Confirm the selected candidate’s(s’) interest in the program.
- Assisting in completing applications and enrollment.

Seventeen witnesses did not recall being told anything about becoming Vitamin Patch Independent Affiliates when purchasing the RC Plan from Respondent. The remaining witnesses did not state whether they were told about Vitamin Patch or not.

**31.** The Recruiting Agreement was the only contract between Respondent and Vitamin Patch, and its sole purpose was authorization for Respondent to recruit sales affiliates. Respondent utilized the agreement as the basis for selling consumers the Vitamin Patch RC Plan, which was not an authorized plan. The Recruiting Agreement did not meet the definition of an appointment<sup>3</sup> with an insurer, as defined in the Maryland Insurance Article.

**32.** On March 28, 2024, an MIA investigator interviewed one of the witnesses (hereinafter, “Victim 16”). Victim 16 reported that she called what she thought was MHBE in January, 2024 to obtain health coverage. Someone provided the number (352) 7\*\*-077 [YBM, LLC], which she called. Victim 16 spoke with a man identifying himself as “Miguel”, who sold her a plan he called First Health/Reliant Care. Miguel told Victim 16 the plan was compliant with the Affordable Care Act. After purchasing the plan, Victim 16 made several visits to the doctor and incurred

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<sup>3</sup> § 1-101 Maryland Insurance Article: Appointment means an agreement between an insurance producer and an insurer under which the insurance producer, for compensation, may sell, solicit, or negotiate policies issued by the insurer.

approximately \$1,400 in medical bills due to the plan's lack of coverage. Victim 16 knew nothing about Vitamin Patch or being recruited as one of their independent affiliates.

33. On April 16, 2024, an MIA investigator interviewed one of the witnesses (hereinafter, "Victim 17"). She described a similar process in purchasing the RC Plan as the other witnesses. She attempted to use the plan for medical visits and incurred medical bills of \$1149.00.

34. On October 10, 2024, one of the witnesses (hereinafter "Victim 23"), reported to an MIA investigator that he paid \$1908.00 to YBM, LLC for his purchase of the RC Plan and never received a refund.

### **III. MARYLAND INSURANCE LAWS:**

35. In addition to all relevant sections of the Maryland Insurance Article, which apply to acts and omissions of the Respondent in the State, the MIA has concluded that the following laws are specifically relevant to this matter.<sup>4</sup>

36. **Section 2-201(e)** of the Insurance Article provides, in pertinent part:

(e) The Commissioner may enforce the provisions of this article, and may impose any penalty or remedy authorized by this article, against a person that is under investigation for or charged with a violation of this article if:

- (1) the person's certificate of authority, certificate of qualification, license, or registration is no longer in effect; and
- (2) the alleged violation occurred no more than 5 years before surrender or lapse of the certificate, license, or registration.

37. **Section 2-203(f)(1)** of the Insurance Article provides, in pertinent part:

A person may not willfully fail to:

- (iii) give the Commissioner full and truthful information and answer in writing to any material written inquiry of the Commissioner in relation to the subject of an examination, investigation, or hearing.

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<sup>4</sup> The failure to designate a particular provision in this proposed Order does not deprive the Commissioner of the right to rely on that provision.

**38. Section 2-206** of the Insurance Article provides, in pertinent part:

When advisable to determine compliance with this article, the Commissioner may examine the accounts, records, documents, and transactions that relate to the insurance affairs or proposed insurance affairs of:

- (1) an insurance producer, surplus lines broker, general agent, adjuster, public adjuster, or adviser.

**39. Section 4-205** of the Insurance Article provides, in pertinent part:

(b) An insurer or other person may not, directly or indirectly, do any of the acts of an insurance business set forth in subsection (c) of this section, except as provided by and in accordance with the specific authorization of statute.

(c) Any of the following acts in the State, effected by mail or otherwise, is considered to be doing an insurance business in the State:

...

(6) except as provided in subsection (d) of this section, with respect to a subject of insurance resident, located, or to be performed in the State, directly or indirectly acting as an insurance producer for, or otherwise representing or helping on behalf of another, an insurer or other person to:

- (i) solicit, negotiate, procure, or effect insurance or the renewal of insurance;
- (ii) disseminate information about coverage or rates;
- (iii) forward an application;
- (iv) deliver a policy or insurance contract;

...

(ix) in any other manner represent or help an insurer or other person to transact insurance business

**40. Section 4-212** of the Insurance Article provides, in pertinent part:

An unauthorized insurer or person that violates this subtitle is subject to a civil penalty of not less than \$100 but not exceeding \$125,000 for each violation.

**41. Section 10-103** of the Insurance Article provides, in pertinent part:

(c) Except as otherwise provided in this article, before a person acts as an insurance producer in the State, the person must obtain:

- (2) if acting for an insurer, an appointment from the insurer.

(d)(1) Except as otherwise provided in this subsection, an insurance producer may not sell, solicit, or negotiate any insurance on behalf of an insurer for which the insurance producer does not have an appointment.

(e) Before a business entity may accept in its own name compensation for acting as an insurance producer in the State, the business entity must obtain:

(1) a license in the kind or subdivision of insurance for which the business entity intends to act as an insurance producer; and

(2) an appointment for the kind or subdivision of insurance for which it intends to act as an insurance producer on behalf of an insurer.

**42. Section 10-126 of the Insurance Article provides, in pertinent part:**

(a) The Commissioner may deny a license to an applicant under §§ 2-210 through 2-214 of this article, or suspend, revoke, or refuse to renew or reinstate a license after notice and opportunity for hearing under §§ 2-210 through 2-214 of this article if the applicant or holder of the license:

(1) has willfully violated this article or another law of the State that relates to insurance;

\* \* \*

(5) has willfully and materially misrepresented the provisions of a policy;

(6) has committed fraudulent or dishonest practices in the insurance business;

\* \* \*

(13) has otherwise shown a lack of trustworthiness or competence to act as an insurance producer;

\* \* \*

(18) has solicited, procured, or negotiated insurance contracts for an unauthorized insurer, including contracts for nonprofit health service plans, dental plan organizations, and health maintenance organizations;

\* \* \*

(20) has forged another's name to an application for insurance or to any document related to an insurance transaction;

(b)(1) The Commissioner may deny a license to an applicant business entity under §§ 2-210 through 2-214 of this article, or suspend, revoke, or refuse to renew or reinstate a license of a business entity after notice and opportunity for hearing under §§ 2-210 through 2-214 of this article, if an individual listed in paragraph (2) of this subsection has:

(i) violated any provision of this subtitle;

(b)(2) This subsection applies in any case that involves a business entity if the violation was committed by an individual who is:

(i) an insurance producer

- (ii)(1) in the case of a limited liability company, an officer, director, member, or manager;
- (iii) an individual with direct control over the fiscal management of the business entity.

(c) Instead of or in addition to suspending or revoking the license, the Commissioner may impose on the holder of the license a penalty of not less than \$100 but not exceeding \$500 for each violation of this article.

(d) Instead of or in addition to suspending or revoking the license, the Commissioner may require that restitution be made to any citizen who has suffered financial injury because of the violation of this article.

#### **IV. CONCLUSIONS OF LAW:**

43. By the conduct described herein, Yaileen Bermudez violated the Insurance Article as follows and is therefore subject to the imposition of administrative penalties as outlined in §§ 4-212 and 10-126:

- Bermudez or her representatives made false statements to consumers pertaining to the purchase of health insurance, in violation of §10-126(1), (5), (6), and (13).
- Bermudez or her representatives solicited, procured, or negotiated insurance contracts for an unauthorized insurer [Vitamin Patch], in violation of §10-126 (18).
- Bermudez or her representatives forged consumers' names on applications for insurance, in violation of §10-126 (20).
- In response to an Order to Produce and Respond, Bermudez inaccurately claimed to have fully explained the provisions of a health plan to a consumer, in violation of §2-203(f)(1)(iii).
- After being ordered to produce a list of all consumers she sold the RC Plan to, Respondent falsely named only two persons. The MIA identified thirty-one consumers who purchased the RC plan from her, in violation of § 2-203(f)(1)(iii).
- After being ordered to produce a list of all persons employed by YBM, LLC from October 1, 2023 to February 29, 2024, Respondent falsely reported that she was the only employee. The evidence demonstrates that seven other persons (four men and three women) were enrolling members in the RC Plan on behalf of YBM, LLC during this time frame; rendering Respondent's statement untruthful in violation of § 2-203(f)(1)(iii).

- Respondent, as resident agent and manager of YBM, LLC, allowed YBM, LLC and other individuals to accept compensation in its own name for acting as an insurance producer in the State without the required license, in violation of § 10-103(e)(1).
- The RC Plan operated by Vitamin Patch constituted insurance under Maryland law, and was not subject to any exemption or exception to Maryland law that would remove the requirement for statutory authority. Respondent solicited insurance policies, delivered contracts of insurance, and otherwise undertook insurance business on behalf of Vitamin Patch, an unauthorized insurer, in violation of § 4-212(b).
- Respondent profited from these violations by her collections of commissions or referral fees earned through enrolling members, and these profits constitute unjust enrichment achieved through violation of Maryland law.

## **V. SANCTIONS:**

**44.** As a result of the facts and legal conclusions stated above, Respondent's license to act as an insurance producer in the State of Maryland is subject to revocation and the imposition of an administrative penalty.

**45.** The violations identified herein were knowing, willful and ongoing, and indicative of Respondents' disregard for the laws of this State.

**46.** In consideration of the violations set forth above, the seriousness of those violations, and the need to protect the public by enforcement of the Insurance Article, the Administration issues the following directives and imposes the following sanctions:

- (a) The Maryland producer license of Yaileen Bermudez is **REVOKED**.
- (b) Yaileen Bermudez shall pay restitution to the following three consumers who suffered financial injury as a result of Respondent's misrepresentations about the RC Plan:
  - (1) One thousand four hundred dollars (\$1,400.00) to victim #16 due to being denied coverage under the RC Plan for medical expenses she incurred.

(2) One thousand one hundred forty-nine dollars and sixteen cents (\$1,149.16) to victim #17 due to being denied coverage under the RC Plan for medical expenses she incurred.

(3) One thousand nine hundred eight dollars (\$1,908.00) to victim #23, for premium fees he incurred for his purchase of the RC Plan.

47. In addition, having considered the factors set forth in § 27-408(c)(2), the MIA has determined that an administrative penalty in the amount of \$49,500.00 is appropriate.

48. The aforesaid administrative penalties shall be paid within thirty (30) days of the date of this Order to the Maryland Insurance Administration. Payment shall be made by immediately payable funds and shall identify the case by number (T-24-0116A) and Respondent's name (Yaileen Bermudez). Payment of the administrative penalty shall be sent to the attention of: Shanice Deramus in the Fiscal Department, 200 St. Paul Place, Suite 2700, Baltimore, Maryland 21202. Unpaid penalties will be referred to the Central Collections Unit for collection.

49. This Order does not preclude any potential or pending action by any other person, entity, or government authority regarding any conduct by Respondent, including the conduct that is the subject of this Order.

**WHEREFORE**, for the reasons set forth above, and subject to Respondent's right to request a hearing, it is this 11th day of March 2025, **ORDERED** that:

Respondent shall pay an administrative penalty of Forty-Nine Thousand Five Hundred dollars (\$49,500.00) within 30 days of the date of this Order.

Respondent shall pay restitution to the three victims identified in Paragraph 46, as described above.

MARIE GRANT  
Acting Insurance Commissioner

BY: (signature on original)



ROBERT GUYNN  
Associate Commissioner  
Insurance Fraud and Enforcement Division

**RIGHT TO REQUEST A HEARING**

Pursuant to § 2-210 of the Insurance Article and Code of Maryland Regulations (“COMAR”) 31.02.01.03, an aggrieved person may request a hearing on this Order. This request must be in writing and received by the Commissioner within thirty (30) days of the date of the letter accompanying this Order. However, pursuant to § 2-212 of the Article, the Order shall be stayed pending a hearing only if a demand for hearing is received by the Commissioner within ten (10) days after the Order is served. The written request for hearing must be addressed to the Maryland Insurance Administration, 200 St. Paul Place, Suite 2700, Baltimore, Maryland 21202, Attn: Melanie Gross, Executive Assistant to the Deputy Commissioner. The request shall include the following information: (1) the action or non-action of the Commissioner causing the person requesting the hearing to be aggrieved; (2) the facts related to the incident or incidents about which the person requests the Commissioner to act or not act; and (3) the ultimate relief requested.

The failure to request a hearing timely or to appear at a scheduled hearing will result in a waiver of your rights to contest this Order and the Order shall be final on its effective date. Please note that if a hearing is requested on this initial Order, the Commissioner may affirm, modify, or nullify an action taken or impose any penalty or remedy authorized by the Insurance Article against the Respondent in a Final Order after hearing.