

IN THE MATTER OF THE

\*

MARYLAND INSURANCE  
ADMINISTRATION

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v.

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CASE NO.: MIA-2025-10-017

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MARIFOU SAMPY

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6616 Eberle Drive, Apartment 102

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Baltimore, MD 21215

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Fraud Division File No.: R-2025-4913

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**ORDER**

This Order is issued by the Maryland Insurance Administration (the “MIA”) against Marifou Sampy (“Respondent”) pursuant to Md. Code Ann., Ins. Art. §§ 2-108, 2-201, 2-204 and 2-405 (2017 Repl. Vol. & Supp.) for violations of the Maryland Insurance Article identified and described.<sup>1</sup>

**I. FACTS**

1. Respondent had a renter’s insurance policy for his apartment with State Farm Fire and Casualty Company (“State Farm”), an authorized insurer. The policy was in effect from September 10, 2024 to September 10, 2025.

2. On October 2, 2024, at approximately 4:09 p.m., Respondent contacted State Farm to report damage to personal property in his apartment following sewage backup resulting in water damage.

3. On October 17, 2024, the Respondent submitted an inventory of damaged items to State Farm that included a Macbook Pro laptop, PS5 Slim, PS4 Pro, iRobot Roomba i7+ robot vacuum,

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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.

Coach backpack, Kalorik 26 Quart airfryer, 9'6" by 13' area rug, hallway carpeting, Christian Louboutin shoes, Dior loafer shoes, and Izmir sandals. Damaged items were valued at \$8,399.00.

4. State Farm referred Respondent's claim to its Special Investigations Unit ("SIU"), as the Respondent's claim was made less than a month after inception of the policy and the claims adjuster found concern with the validity of documentation provided by the Respondent.

5. The Respondent submitted an invoice to State Farm from "Don Wireless" indicating that the electronic items were damaged and unable to be repaired. The invoice listed the service provided as Don Wireless with address 769 Washington Blvd, Baltimore MD 21230, and phone number (240) 706-0560. The invoice states that the items suffered excessive water damage and cannot be fixed.

6. State Farm Claim Specialist located the business online and observed that the phone number listed on the invoice is different from the phone number publicly listed. Upon contacting Don Wireless the owner confirmed the document provided by the Respondent was not valid. A copy of a valid invoice was provided by Don Wireless which did not match what was submitted by the Respondent.

7. State Farm Representatives attempted to obtain a recorded statement from the Respondent on numerous occasions, however the Respondent was not responsive to their scheduling attempts. Contact was made with the Respondent on February 21, 2025, March 13, 2025, April 2, 2025, and April 23, 2025 with Respondent claiming on each occasion that he was unavailable for a recorded interview.

8. The Respondent received the following payments from State Farm as settlement of this claim: On October 18, 2024 a payment in the amount of \$450.00 was received for repayment of diagnostic costs; on November 1, 2024 a payment in the amount of \$444.16 for repayment of

cleaning costs; and on November 22, 2024 a payment in the amount of \$6,822.91 for replacement costs of damaged items.

9. On January 30, 2025 the Respondent filed another claim associated with the flooding incident on October 2, 2024, claim number 20-80C3-10K. This second claim prompted the additional review by State Farm.

10. On April 25, 2025 the claim was closed due to a lack of cooperation from the Respondent and identification of fraudulent documents submitted by the Respondent.

11. Section 27-802(a)(1) of the Insurance Article says:

An authorized insurer, its employees, fund producers, or insurance producers, ... who in good faith has cause to believe that insurance fraud has been or is being committed shall report the suspected insurance fraud in writing to the Commissioner, the Fraud Division, or the appropriate federal, State, or local law enforcement authorities.

State Farm, having a good faith belief that Respondent had attempted to commit insurance fraud, referred the matter to the MIA's, Fraud and Enforcement Division, which opened an Investigation.

### **MIA's Investigation**

12. A MIA investigator reviewed a copy of the claim submitted by the Respondent to State Farm. The policy became active September 10, 2024 and the claim was reported with a loss date of October 2, 2024. According to the claim, water from the kitchen flooded the floor of the apartment causing damage to numerous items.

13. On May 29, 2025 a MIA investigator made contact with the owner of Don Wireless for verification of the documents provided by the Respondent. The business performed a search of their records and confirmed they have no record of the Respondent as a customer. The owner also reviewed the document provided by the Respondent and confirmed it does not match his business

estimate formatting. The business Don Wireless also does not service gaming systems and robot vacuums as reported by the Respondent.

14. A MIA investigator spoke with the Respondent on May 30, 2025 via telephone. The Respondent was questioned about the estimate of damages from Don Wireless. The Respondent stated that he “called a guy who came out to his house”. The Respondent was asked if he created the estimate himself, and he responded “yeah, I contacted a person, they came to my house, and I paid them cash”. The invoice submitted by the Respondent shows payment was made via debit card. The Respondent was also questioned about the timing of his claim in relation to the policy enactment. The Respondent indicated that he had just recently learned about renters insurance from a relative, prompting the purchase of the policy just prior to the reported flooding.

## II. VIOLATION(S):

15. In addition to all relevant sections of the Insurance Article, the Administration relies on the following pertinent sections in finding that Respondent violated Maryland’s insurance laws:

### § 27-403

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

### 16. § 27-408(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

(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.

**17.** By engaging in the conduct described herein, Respondent knowingly violated § 27-403(2). The fraudulent insurance act of making a false statement in support of a claim is complete upon making the false statement and is not dependent on payment being made. Respondent violated the Insurance Article when he provided fraudulent documentation from Don Wireless indicating the business inspected the damaged property and confirmed the items were damaged beyond repair. Don Wireless confirmed they in fact did not conduct the inspection, and the document provided by the Respondent is not valid. Respondent is, therefore, subject to an administrative penalty under § 27-408(c).

### **III. SANCTIONS**

**18.** Insurance fraud is a serious violation, which harms consumers in that the losses suffered by insurance companies are passed on to consumers in the form of higher premiums. The Commissioner may investigate any complaint that alleges a fraudulent claim has been submitted to an insurer. Ins. §§ 2-201(d) (1) and 2-405.

**19.** Having considered the factors set forth in § 27-408(c)(2), the MIA has determined that a fine of \$1,500 is an appropriate penalty.

**20.** Administrative penalties shall be made payable, by check or money order, to the Maryland Insurance Administration and shall identify the case by number (R-2025-4913) and name (Marifou Sampy). Payment of the administrative penalty shall be sent to the attention of: Shanice Deramus,

Fiscal Department, 200 St. Paul Place, Suite 2700, Baltimore, Maryland 21202. Unpaid penalties will be referred to the Central Collections Unit for collection.

**21.** 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 your right to request a hearing, it is this 16th day of October 2025, **ORDERED** that:

Marifou Sampy shall pay an administrative penalty of One Thousand Five Hundred Dollars (\$1,500.00) within 30 days of the date of this Order.

MARIE GRANT  
Insurance Commissioner

BY: (signature on original)  
ROBERT GUYNN  
Associate Commissioner  
Fraud & 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 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.

The written request for hearing must be addressed to the Maryland Insurance Administration, 200 St. Paul Place, Suite 2700, Baltimore, Maryland 21202, Attn: Clerk – Office of Hearings.