IN THE MATTER OF THE	*	**BEFORE THE MARYLAND**
	*	
MARYLAND INSURANCE ADMINISTRATION	* *	**INSURANCE COMMISSIONER**
	*	
v.	*	
	*	**CASE NO.: MIA-2026-02-013**
DESHAY DWAYNE ROSS	*	
9783 Good Luck Rd Apt 6	*	
Lanham, MD 20706	*	**Fraud Division File No.: R-2025-311439**
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ORDER

This Order is issued by the Maryland Insurance Administration (the "MIA") against DESHAY DWAYNE ROSS ("Respondent") pursuant to Md. Code Ann., Ins. Art. §§ 2-108, 2-201, 2-204, and 2-405 (2017 Repl. Vol. & Supp.) for the violations of the Maryland Insurance Article (the "Insurance Article" or "Article"). [1]

I. FACTS

1. Respondent had a personal automobile insurance policy with Government Employees Insurance Company ("GEICO"), an authorized insurer. The policy was in effect from March 6, 2025 to September 6, 2025.

2. On April 10, 2025, at approximately 7:22 a.m., Respondent reported a claim online with GEICO and said that on April 9, 2025 at approximately 6:00 p.m., his 2013 Cadillac ATS was stolen while parked in a parking lot at the Forest Lake Apartments ("FLA"). Respondent, however, provided different times for the theft when he spoke with a GEICO adjuster (6:30 P.M.); and yet another when he reported the theft to law enforcement (6:04 P.M.).

3. On April 10, 2025, at approximately 9:15 a.m., Respondent gave a recorded statement to one of GEICO's theft adjusters. Respondent informed the adjuster that on April 9, 2025 at

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[1] Unless otherwise indicated, all statutory references in this Order are to the Insurance Article of the Maryland Code.

approximately 6:30 p.m., he parked and locked his vehicle in front of his apartment building after returning home from work. Respondent stated, "Parked right outside, where I can see the car from my window; two spots from the um dumpster; and went inside literally. Went inside the house around 6:30 p.m., and never left back out. I left out 6:30 this morning to start the car …and car is gone". Respondent said that he called the Prince George's County Police Department ("PGCPD") to file a theft report; and was told by the person who took his call that officers no longer respond in person for stolen vehicles, unless the vehicle is on the scene and there are obvious signs of physical damage. According to Respondent, the person he spoke to told him to complete a report online, using the PGCPD Citizen Online Police Reporting System. Respondent said that upon completing the report process, a case report number, 25-0018779-001 was generated, and he was able to print a copy. Respondent advised the adjuster she had his permission to share the interview, he understood all the questions that were asked and the recording was "a hundred percent" [*sic*] true and correct to the best of his knowledge.

4. On May 7, 2025, GEICO emailed Respondent an odometer disclosure statement, a salvage bill of sale, a power of attorney document and a total loss settlement explanation in the amount of $4,221.03, for the theft of his vehicle. Respondent was instructed to return the completed documents to GEICO. Respondent used FedEx to return copies of the odometer disclosure statement and power of attorney document, which he signed, dated and had notarized on May 7, 2025.

5. After Respondent received payment for the claim, GEICO's unrecovered theft team learned Respondents vehicle had not been stolen, but rather had been repossessed for non-payment.

Respondent was reportedly present when the vehicle was repossessed according to the report provided by GEICO. The letter dated June 11, 2025 stated:

> "Our insured was aware his car was repossessed and still called in the vehicle as a theft. Please pursue PH for funds owed to GEICO."

6. On June 11, 2025, GEICO sent a letter to National Services Inc., a debt collection agency that specializes in commercial debt recovery, that said that GEICO was pursuing Respondent for the amount of $4,638.25 as the result of his having submitted and been paid for a fraudulent claim. The letter dated June 11, 2025 stated:

> "Our insured was aware his car was repossessed and still called in the vehicle as a theft. Please pursue PH for funds owed to GEICO."

7. Section 27-403(2) states:

> It is a fraudulent insurance act for a person: 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.

8. Section 27-802(a)(1) states:

> 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.

GEICO, having a good faith belief Respondent committed insurance fraud, referred the matter to the MIA's Fraud and Enforcement Division. The Division opened an investigation.

II. THE MIA's INVESTIGATION

9. An MIA investigator reviewed a copy of the records provided by GEICO, which were consistent with the foregoing facts.

10. An MIA investigator learned that on November 15, 2023, the registered agent, Elshan Bayamov, of Total Auto Financing, LLC (”TAF”), filed for Chapter 11 bankruptcy protection in the Eastern District of Virginia (Case No. 23-11867). TAF was the lien-holder for Respondent’s vehicle.

11. On June 31, 2025, an MIA investigator sent a letter to Respondent requesting that he contact the investigator to discuss his claim filed with GEICO. To date, Respondent has not responded to that letter or contacted the MIA investigator.

12. On October 29, 2025, an MIA investigator spoke with GEICO’s SIU investigator who explained the difference between the payout Respondent received ($4,221.03), and the total amount owed to them, ($4,638.25) is for the cost of the rental he was afforded when he falsely reported his vehicle was stolen. The investigator also advised the tow yard that towed Respondent’s vehicle, contacted GEICO’s Salvage Department and informed them Respondent was on the scene when his vehicle was towed.

III. VIOLATION(S):

Section 27-403 of the Insurance Article says:

> § **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.

Section 27-408 (c) of the Insurance Article says:

> § **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.

13. By engaging in the above described conduct, Respondent knowingly pursued a fraudulent insurance claim, thereby violating § 27-403(2) of the article. The fraudulent 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 reported to GEICO that his vehicle had been stolen from outside his apartment building when it was actually repossessed. Respondent is, therefore, subject to an administrative penalty under § 27-408(c).

IV. SANCTIONS

14. 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. §§ 2-201(d)(1) and 2-405.

15. Having considered the factors set forth in § 27-408(c)(2) and COMAR 31.02,04.02, the MIA has determined that a fine of $1,000.00 is an appropriate penalty.

16. Respondent shall also pay restitution to GEICO in the amount of $4,638.25 pursuant to § 27-408 (c)(1)(i).

17. Administrative penalties shall be made by check or money order payable, to the Maryland Insurance Administration, and shall identify the case by number (R-2025-311439) and name (Deshay Dwayne Ross). Payments are to be sent to Danielle Harris, Fiscal and Support Services, 200 St. Paul Place, Suite 2700, Baltimore, Maryland 21202. Unpaid penalties will be referred to the Central Collections Unit for collection.

18. 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 10th day of February 2026, **ORDERED** that:

Deshay Dwayne Ross shall pay an administrative penalty of One-Thousand Dollars ($1,000.00) and restitution to GEICO in the amount of Four-Thousand Six Hundred Thirty Eight Dollars and Twenty Five Cents ($4,638.25) within 30 days of the date of this Order.

MARIE GRANT
Insurance Commissioner

BY: signatiure 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.