

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

**MARYLAND INSURANCE
ADMINISTRATION,**

v.

PATRICK THOMAS,

RESPONDENT.

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Case No. MIA 2019-01-026

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AMENDED FINAL ORDER

Pursuant to §§ 2-204 and 2-214 of the Insurance Article of the Annotated Code of Maryland¹, the Maryland Insurance Commissioner (“Commissioner”) concludes that Patrick Thomas (“Respondent”) violated § 27-403 when he submitted a falsified receipt from Pablo’s Fire & Water Cleanup & Restoration in the amount of \$6,572.00 to Allstate Insurance Company (“Allstate”) in support of his basement water damage claim. Pursuant to Respondent’s violation of § 27-403, the Commissioner concludes that Respondent shall pay the Maryland Insurance Administration \$3,000.00 in an administrative penalty.

STATEMENT OF THE CASE

This matter arises from an Order entered by the Maryland Insurance Administration (“MIA”) made pursuant to §§ 2-108, 2-201, 2-204, and 2-405 against the Respondent. After an investigation, the MIA concluded that Respondent had violated § 27-403 when he submitted a falsified receipt for repairs to his basement to Allstate in support of his claim for water damage.

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

In addition, the MIA found that Respondent violated § 27-403 when he made false statements to Allstate during its investigation into the water damage claim. On January 25, 2019, the MIA ordered that the Respondent pay the MIA \$3,000.00 as an administrative penalty pursuant to Insurance Article § 27-408(c). The Respondent disagreed with this finding and timely requested a hearing on February 2, 2019, which was granted.

ISSUES

The issues presented in this case are whether Respondent violated § 27-403 of the Maryland Insurance Article and whether the administrative penalty ordered against the Respondent is appropriate under the facts and circumstances of this case.

SUMMARY OF THE EVIDENCE

A. Testimony

A hearing was held at the MIA on July 10, 2019. The Respondent represented himself and provided sworn testimony on his own behalf. In addition, the Respondent's wife, Kristal Thomas, provided sworn testimony on the Respondent's behalf. The MIA was represented by Brandy Gray, Assistant Attorney General. Bobby Gionis, an investigator with Allstate's Special Investigations Unit, and Joe Smith, the Assistant Chief of the Fraud Division with the Maryland Insurance Administration provided sworn testimony on the MIA's behalf.

B. Exhibits

*MIA Exhibits*²

1. MIA's Prehearing Statement, dated June 18, 2019
2. Respondent's Request for a hearing, dated February 2, 2019
3. MIA's Motion for Summary Decision, dated May 22, 2019
4. Order issued against Respondent, dated January 25, 2019

² These exhibits were in the file provided to the Hearings office prior to the start of the hearing, and both parties agreed to their admittance into evidence. I will cite to them as MIA Exhibits ("MIA Ex.") throughout this opinion.

*MIA Exhibits (Hearing)*³

1. MIA Initial Report
2. Allstate First Snapshot of Loss
3. Claim History Report
4. Sworn Statement Proof of Loss
5. Pablo's Fire & Water Clean-Up Sales Receipt & interview with Respondent
6. Recorded Statement of Respondent
7. April 18, 2018, Denial Letter from Allstate
8. Interview with Sergio Belarmino Ruiz Tapia and Invoice
9. Checks from Patrick Thomas Trucking, LLC
10. Flash Drive of Recorded Interview between Allstate and Respondent

Respondent Exhibits (Hearing)

1. Copy of a check dated February 26, 2018, from Patrick Thomas Trucking, LLC to Pablo Beltrin in the amount of \$500.00
2. Copy of a check dated May 5, 2018, from Patrick Thomas Trucking, LLC to Pablo Beltrin in the amount of \$1,700.00
3. Sales Receipt dated February 26, 2018, from Pablo's Fire & Water Cleanup & Restoration in the amount of \$3,200.00

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 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, by clear and convincing evidence, to be true. 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.

³ At the hearing, the Administration moved a binder of exhibits into evidence which I will reference as MIA Hearing Exhibits ("MIA Hearing Ex.") throughout this opinion.

At all relevant times, Respondent was insured under a homeowner's insurance policy, policy number [REDACTED] ("Policy"), issued through Allstate. (MIA Hearing Exhibit "Ex."

1.) The Policy was in effect from July 14, 2017, through July 14, 2018. (*Id.*)

On February 23, 2018, Respondent notified Allstate that his basement flooded due to a sump pump failure that caused damage to the interior of the basement and to his personal property. (MIA Hearing Exs. 1, 2; Transcript ("T.") at 23.) Respondent declined Allstate's offer to send a preferred water remediation vendor and told the claims adjuster he would have a vendor of his choice perform remediation the next day. (*Id.*) When Allstate's claims representative asked, Respondent did not know the name of the company that was coming to dry out the basement. (MIA Hearing Ex. 2.)

On February 28, 2018, Respondent submitted to Allstate a "Sales Receipt," reflecting he paid \$6,572.00 for water mitigation services by a vendor listed as "Pablo's Fire & Water Cleanup & Restoration" ("Pablo's" or "Pablo's Restoration"), with a telephone number of 1-800-CLEANUP. (MIA Hearing Exs. 1, 2, 5; T. at 26.) The receipt described carpet and pad removal for a cost of \$3,200.00, baseboard trimming and sheetrock removal and a five day dry out process for a cost of \$3,000.00, and sales tax in the amount of \$372.00. (MIA Hearing Ex. 5.) Additionally, recorded on the receipt was the payment method as cash, job number 9824, and receipt number 198. (MIA Hearing Ex. 5; T. at 82-83.) The receipt was dated for February 26, 2018. (*Id.*)

An Allstate claims adjuster noticed the bill looked irregular due to a lack of detail and believed it did not resemble a true mitigation bill. (MIA Hearing Exs. 1, 2; T. at 23.) The adjuster called the telephone number listed on the bill, 1-800-CLEANUP (1-800-253-2687), and noticed it was for a recycling company and not for a water mitigation service company. (MIA

Hearing Exs. 1, 2; T. at 23-24.) As a result, the adjuster chose to not issue payment at that time and referred the matter to Allstate's Special Investigation Unit ("SIU") for further investigation due to the fact that the adjuster thought the sales receipt may be a fabricated document that Respondent had submitted for payment. (*Id.*)

On March 10, 2018, an Allstate property damage adjuster inspected damage to Respondent's residence and personal property and noted there was no damage to the drywall in the affected areas of the residence due to the current claim, nor damage to other structures or furniture as Respondent had claimed. (MIA Hearing Ex. 1.) Respondent was unable to provide the name of the mitigation company he hired, but provided the name and phone number for an individual named Sergio. (*Id.*)

On March 13, 2018, Respondent completed, signed, and notarized a Sworn Statement in Proof of Loss ("Proof of Loss") and a Contents List of the damaged personal property inventory. (MIA Hearing Exs. 1 & 4; T. at 24-25, 57.) The Proof of Loss contained the following statement:

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

(MIA Hearing Ex. 4; T. at 25, 57.)

Respondent testified that he read the statement and signed the documents. (T. at 57.)

On March 14, 2018, an SIU investigator recorded an interview with Respondent. (MIA Ex. 3, MIA Hearing Ex. 6; T. at 28.) During the interview, Respondent reported that Pablo's completed the water mitigation services and its employee, Sergio, performed the work. (*Id.*) Respondent provided Sergio's contact number and advised that Sergio removed the carpet, and

he paid Sergio \$3,200.00 by check, which he had written to Sergio – not Pablo’s. (MIA Ex. 3, MIA Hearing Ex. 6; T. at 43.) Later in the interview when the investigator asked whether Sergio cashed the check, Respondent stated there was no check, and that he had instead paid Sergio \$1,000.00 in cash. (MIA Ex. 3, MIA Hearing Ex. 6; T. at 44.)

On March 20, 2018, the SIU investigator called the number Respondent provided for Sergio and the call went to a generic voicemail and the investigator left a message requesting a return telephone call. (MIA Hearing Ex. 1.)

On March 27, 2018, the SIU investigator received a call from Sergio, who confirmed the number given by Respondent and clarified that he operated under the name of Jonathan Construction, LLC. (MIA Hearing Exs. 1, 3; T. at 27.) Sergio stated Respondent contacted him following the loss, but he did not perform any mitigation work. (*Id.*) Sergio advised the investigator he never received any payment from Respondent. (*Id.*) Sergio did not know about a company called “Pablo’s Restoration,” and he verified that he is not in any way associated with Pablo’s. (MIA Hearing Exs. 1, 3.)

On March 30, 2018, the SIU investigator followed up with Respondent and informed him Sergio’s statements contradicted the information Respondent had provided. (MIA Hearing Exs. 1, 3.) At that time, Respondent told the investigator that Pablo Beltrin (the owner of Pablo’s) had actually performed the carpet removal and that he paid Pablo Beltrin \$500.00 with a check. (*Id.*) When the investigator pointed out his inconsistent statement, Respondent stated, “perhaps Sergio works with Pablo [Beltrin] but that he actually paid Pablo [Beltrin] with a check,” and he would provide Allstate with a copy of the check. (*Id.*)

Following the conversation of March 30, 2018, Respondent submitted a second “Sales Receipt” from Pablo’s Fire & Water Cleanup & Restoration. (MIA Exhibit 3, MIA Hearing Exs.

1, 3; T. at 29.) When the adjuster reviewed the second receipt he noted that it had similarities with the prior questionable receipt. (MIA Hearing Ex. 3.) The second receipt indicated carpet and pad removal in the amount of \$3,200.00, with a payment of \$500.00 cash and \$500.00 check to Pablo's Restoration. (*Id.*) The second receipt no longer reflected baseboard trimming and sheetrock removal or a five day dry out process for a cost of \$3,000.00. (*Id.*) Additionally, the 1-800-CLEANUP number was removed and changed to Pablo Beltrin's actual phone number. (MIA Ex. 3; MIA Hearing Ex. 3.) Mrs. Thomas testified at the hearing that she created the second receipt which Respondent submitted to Allstate. (T. at 89-90.)

Additionally, Respondent submitted a copy of a cancelled check that showed he paid \$500.00 to Pablo's on February 26, 2018. (MIA Hearing Ex. 9, Respondent Exhibit ("Resp. Ex.") 1.) The investigator called the number for Pablo's listed on the receipt and left a message requesting a return telephone call. (MIA Hearing Ex. 3.)

On April 11, 2018, the SIU investigator spoke with Pablo Beltrin who said he only removed carpeting and padding from Respondent's residence. (MIA Hearing Ex. 3; T. at 29.) He was paid \$500.00 by check from Respondent and another \$500.00 in cash. (*Id.*) Pablo Beltrin said he charged \$3,200.00 for the entire remediation job, and Respondent still owed him the balance. (MIA Hearing Ex. 3; T. at 30.) Pablo Beltrin did not know anyone named Sergio or about Jonathan Construction, and he stated he only provided one invoice for carpet removal, and no other remediation services were listed on his invoice. (*Id.*) Pablo Beltrin stated that he was not familiar with the "1-800-CLEANUP" telephone number on the first invoice Respondent submitted. (*Id.*)

On April 18, 2018, Allstate denied Respondent's claim under the Concealment or Fraud provision of the Policy due to the misrepresentations made by Respondent as to the mitigation

services and invoices provided for consideration in his claim. (MIA Hearing Ex. 3; T. at 31.) Allstate contacted Respondent on the telephone to inform him that Allstate would not be extending coverage for this claim. (T. at 31.) In addition, Allstate mailed a letter to Respondent dated April 18, 2018, explaining that Allstate was denying the claim and specifically stating:

Allstate has concluded that you submitted a false or altered invoice for consideration in you (*sic*) claim and made false statements to Allstate pertaining to the invoice and work performed. Allstate is therefore denying any and all liability to you for the dwelling and contents damages claimed in your loss.

(MIA Hearing Ex. 7.)

After the claim was denied, Allstate referred the matter to the National Insurance Crime Bureau, which subsequently referred the case to the Maryland Insurance Administration for further follow-up. (T. at 31.) The MIA followed-up and performed its own investigation. (MIA Ex. 4.) At the end of its investigation, the MIA issued an Order dated January 25, 2019, against the Respondent. (*Id.*) The Order stated that Respondent was required to pay \$3,000.00 in an administrative penalty to the MIA. (*Id.*)

MIA Assistant Chief Investigator Joseph Smith (“Investigator Smith”) testified that Sergio was interviewed by Investigator Kevin Miller (“Investigator Miller”) who informed Investigator Miller that he examined Respondent’s residence, but did not perform any work or present Respondent with an invoice. (T. at 39.) During the interview, Sergio stated Respondent said he would check with Allstate first to determine if it would be covering the claim and Respondent was subsequently notify Sergio if Respondent wanted the work performed. (T. at 40.) Investigator Miller showed Sergio a copy of the first Sales Receipt submitted by Respondent, and he stated the receipt was not from his company, and he provided an actual copy of an invoice from his company, Jonathan Contractors. (MIA Hearing Ex. 8; T. at 40.) In

addition, Sergio told Investigator Miller that he was not associated with any company having the name Pablo's. (T. at 40.)

Investigator Miller also spoke to Respondent during his investigation into this matter. (MIA Hearing Ex. 5; T. at 46-47.) During that interview, Investigator Miller asked Respondent if he had fabricated the first sales receipt he had submitted to Allstate. (MIA Ex. 5; T. at 48.) According to the interview notes taken by Investigator Miller, Respondent stated that he had fabricated the first sales receipt he submitted to Allstate, but that he had done so with Pablo Beltrin's permission because Pablo's is a small business and Mr. Beltrin did not have the time to write a receipt. (*Id.*)

Investigator Smith also testified that insurance fraud cases are the types of crimes that affect all Maryland citizens because paying out the claims or spending resources to investigate the claims costs the insurance company money, which in turn leads to increased premium rates for all customers. (T. at 50.) In addition, Investigator Smith testified that in determining the amount of the administrative penalty, the MIA considered the multiple times false information was provided by the Respondent. (*Id.*) Furthermore, Investigator Smith testified that he is not aware of any other violations Respondent has committed and that Respondent did not provide any information regarding his financial assets for the Administration to consider. (*Id.*) Finally, Investigator Smith testified that the administrative penalty assessed in this case was in line with other administrative penalties assessed in two similar MIA cases when other homeowners provided false information and false receipts to their respective insurance companies. (T. at 52.)

Respondent testified that when he was speaking with the Allstate investigator he got Sergio and Pablo Beltrin's names mixed up and that Sergio came out and did an estimate for the work, but never actually performed any of the work. (T. at 67.) Rather, Respondent testified that

Pablo Beltrin came and did the work and that he has paid Pablo a total of \$2,700.00 to perform repairs to his basement. (Resp. Ex. 3; T. at 67.) Additionally, Respondent testified that he did not commit any type of fraud and that his basement was flooded and damaged and repairs were necessary. (T. at 67-68.)

Mrs. Thomas testified at the hearing that she created the first sales receipt and that she made up the phone number of 1-800-CLEANUP because she did not have the information for Pablo's available to her at the time. (T. at 86-87.) Furthermore, Mrs. Thomas testified that she and Respondent were not trying to commit any sort of insurance fraud; they just wanted their basement fixed. (T. at 87.) Mrs. Thomas also testified that the basement is a mess and that her children do not have anywhere to play. (T. at 87.)

DISCUSSION

A. Position of Parties

Respondent argues that he mixed up the names of Sergio and Pablo Beltrin during his recorded interview with the Allstate SIU investigator and that led to some of the confusion. In addition, Respondent argues that the "sales receipts" he submitted to Allstate were created with Pablo Beltrin's permission and that he was not attempting to commit any type of insurance fraud in submitting them. Finally, Respondent argues that he has still not been paid for the damage to his basement and that he just wants his basement fixed.

The MIA argues that Respondent admits to submitting falsified receipts to Allstate in support of his water damage claim. In addition, the MIA argues that Respondent signed the "fraud warning" statement on the paperwork he submitted to Allstate, so he understood the consequences of this actions. Finally, the MIA argues that the administrative penalty assessed in

this case is in line with the administrative penalties assessed by the Administration in other similar situations against other respondents.

B. Statutory Framework

The Order issued in this case relies on Section 27-403 and 27-408 of the Insurance Article. Section 27-403 states the following in pertinent part:

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 a claim.

Section 27-408 allows the Commissioner to impose a penalty for a violation of this subtitle. Specifically, section 27-408(c) 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.

The burden of proof in this case rests with the MIA to prove by clear and convincing evidence that the Respondent violated the Insurance Article.

C. The MIA proved by clear and convincing evidence that the Respondent violated Section 27-403 of the Insurance Article. In addition, the administrative penalty in this case is appropriate.

The issue in the case is whether Respondent knowingly submitted a falsified receipt from Pablo's Fire & Water Cleanup & Restoration in the amount of \$6,572.00 to Allstate in support of his basement water damage claim. If I find that Respondent violated Section 27-403, then the amount of the administrative penalty shall be reviewed to determine if it is proper.

Section 27-403 states that it is a fraudulent insurance act for a person to present to an insurer documentation, orally or written, made in support of a claim with knowledge that the documentation or statement contains false or misleading information about a matter material to a claim. In this case, Respondent presented Allstate with a written "sales receipt", which he admitted was false, that he knew contained misleading information about a matter material to the claim, specifically, the amount paid for services Respondent allegedly received. Respondent intended to lead Allstate to believe he paid \$6,572.00 for water mitigation services from Pablo's Restoration by creating a "Sales Receipt."

While Respondent and his wife state that Pablo Beltrin instructed them to create the receipt, they stated on the record that maybe they should have called it an "estimate" rather than a "sales receipt." In this case, Respondent submitted this paperwork to Allstate as a "sales receipt" the receipt states that Respondent had paid for the repair to his basement with cash and even gives a receipt and job number for the work. Additionally, the receipt states, "[t]hank you for your business!" at the end and included Respondent's name and contact information. Reviewing the receipt would lead anyone to believe it was a receipt for work already performed, not that it was an estimate written for work that may be performed in the future. Respondent admittedly submitted this falsified document to Allstate in support of his basement water damage claim.

When Allstate was investigating this claim, the SIU investigator called Respondent and took a recorded statement from him regarding the damage to his basement and the repairs. During that recorded statement, Respondent initially stated that he paid Pablo's \$3,200.00 by check for making the repairs. (MIA Hearing Ex. 6.) Later on in his statement, Respondent changes the story and states that he actually paid Sergio by check. (*Id.*) Upon further questioning by the SIU investigator, Respondent changes his narrative again and stated that he actually paid Sergio \$1,000.00 in cash to do the repair work to his basement, which involved removing the old carpeting. (*Id.*) Respondent argued at the hearing that he got Pablo Beltrin and Sergio's names mixed up during his conversation with the SIU investigator and that in reality Pablo's performed the water repairs, not Sergio.

While the mix-up between their names is possible, I cannot understand how the Respondent's story regarding who he had actually paid and how much changed several times throughout the interview. Not only did Respondent state he had paid Sergio instead of Pablo's, but he also claimed to have paid \$3,200.00 with a check originally then when the SIU investigator pressed him on details, said he had actually paid Sergio \$1,000.00 in cash. The record before me does not show any payment of \$1,000.00 in cash at all. Respondent moved several copies of checks into evidence; these checks were for \$500.00 and \$1,700.00 and were both made out to Pablo Beltrin. (Resp. Exs. 1, 2.) Even in Respondent's own evidence, where Respondent and his wife added a note at the bottom demonstrating all of the payments they have made under this claim, the notes show they paid \$500.00 in cash at one point, but there is no mention of a \$1,000.00 payment in cash at all. Not only did he get the names "mixed up", but he also claimed he paid \$3,200.00 in the form of a check, which the evidence before me does not support, and then he claimed to have paid \$1,000.00 in cash which again the evidence before me

does not support. Therefore, it appears that Respondent made several false statements throughout his interview with the Allstate SIU investigator.

After Allstate instructed Respondent that his story was inconsistent with that of Sergio, Respondent immediately sent a second sales receipt. This second sales receipt attempted to fix some of the mistakes with the first sales receipt, including changing the phone number listed and the amount paid for the services rendered. Respondent's wife stated at the hearing that she created both "sales receipts", which Respondent submitted to Allstate in this case.

After reviewing evidence from both investigations by Allstate and the MIA and after hearing Respondent's testimony during the hearing, Respondent's story about what occurred leads to confusion and inconsistent facts. Up until the hearing he continued to change the facts of the case as to who did the work in his basement. Therefore, while it is unclear who actually did perform what work on Respondent's basement, the evidence before me is clear that either Respondent or his wife (it is hard to know for sure who actually fabricated the receipt because during Respondent's interview with the MIA investigator he stated that he created the receipt, while at the hearing Respondent's wife stated that she created the receipt) fabricated the sales receipts which were submitted to Allstate as proof of payment regarding the damage to the basement. While Respondent and his wife testified at the hearing that they were not attempting to deceive anyone and that they realize now that they should have called the "sales receipt" something else such as an "estimate", that does not change the fact that the receipts were submitted to Allstate as proof of payment regarding this claim. Since the amount paid to repair the basement in a water loss claim is a "matter material" to the resolution of the claim I find that Respondent violated Section 27-403.

Since I have found Respondent to have violated Section 27-403, I shall consider Section 27-408(c)(2) which states the factors that should be considered when assessing a penalty for a violation of Section 27-403. Investigator Smith provided testimony that he considered Respondent's past conduct, the multiple times he provided false information, and the fact that these are the types of crimes that impact all Maryland citizens in leading to increased premiums in assessing the penalty.

The first factor to consider in determining the amount of the administrative penalty in this case is the nature, circumstances, extent, gravity, and number of violations. In this case, Respondent provided several false statements to Allstate during his recorded interview regarding the repairs to his basement; in addition, he provided two fabricated sales receipts to Allstate as proof of payment made to repair his basement. Therefore, there appears to be multiple violations of Section 27-403.

The next factor to consider in determining the amount of the administrative penalty in this case is the degree of culpability of the violator. In this case, Respondent made these false statements even after reading and signing a page that read,

Any person who knowingly and willingly presents a false or fraudulent claim for payment for a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to a fine and confinement in prison.

Therefore, Respondent was aware that presenting false statements was improper and considered to be insurance fraud. He therefore appears to be culpable for his actions.

The next factor to consider in determining the amount of the administrative penalty in this case is any prior offenses or repeat violations by Respondent. In this case no evidence was provided that Respondent has any prior offenses.

The final factor to consider in determining the amount of the administrative penalty in this case is any other matter that the Commissioner considers appropriate or relevant. In this case, investigator Smith testified that Respondent's penalty is in line with several other similarly situated respondents who also submitted false information and false receipts in their homeowner's insurance claims. Based on investigator Smith's testimony and the evidence before me, I find that the penalty assessed in this case is reasonable for this violation and therefore I am upholding the penalty amount of \$3,000.00.

CONCLUSIONS OF LAW

Based upon the foregoing Findings of Fact and Discussion, it is found, as a matter of law, that Respondent violated the Insurance Article of the Annotated Code of Maryland § 27-403.

FINAL ORDER

IT IS HEREBY ORDERED that:

1. The Order issued by the Maryland Insurance Administration on January 25, 2019, is hereby **AFFIRMED**;
2. The Respondent shall pay an administrative penalty in the amount of \$3,000.00 to the Administrative within 30 days of the date of this Order; and
3. The records and publications of the Maryland Insurance Administration reflect this decision.

It is so **ORDERED** this 1st day of August, 2019.

ALFRED W. REDMER, JR.
Insurance Commissioner

signature on original

LISA LARSON
Director of Hearings