

IN THE MATTER OF THE  
MARYLAND INSURANCE  
ADMINISTRATION

v.

BRITTLEY GYNIEN ODOM  
3629 Four Seasons Drive  
Durham, North Carolina 27707

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BEFORE THE MARYLAND  
INSURANCE COMMISSIONER

CASE NO. : MIA-2019-02-018  
Fraud Division File No.: R-2019-0031A  
R-2019-0483A

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**ORDER**

This Order is entered by the Maryland Insurance Administration (“MIA”) against Brittle Gynien Odom (“Respondent”) pursuant to §§ 2-108, 2-201, 2-204 and 2-405 of the Insurance Article, Md. Code Ann. (2017 Repl. Vol. & Supp.) (“the Insurance Article”).

**I. Facts**

1. On June 6, 2018, Respondent rented a 2013 Volkswagen, vehicle identification number (“VIN”) ending in 105292, from a Thrifty Car Rental (“Thrifty”) agency located in Temple Hills, Maryland.

2. On June 11, 2018, an unknown person contacted State Farm Insurance Company, (“State Farm”), an authorized insurer through its online claims reporting system. The person identified himself as one of State Farms’ automobile insurance policyholders, residing in California. The unknown person reported that while in Maryland, he struck Respondent’s 2013 Volkswagen while it was parked and unattended in Prince George’s County, Maryland. He provided a contact telephone number, for Respondent as well as a 330 area code telephone number for which State Farm could use to contact him; State Farm opened a claim.

3. On June 11, 2018, a State Farm representative called Respondent at the telephone number provided by the alleged policyholder. Respondent acknowledged the accident, and the

State Farm representative instructed Respondent to take her 2013 Volkswagen to a Maryland State Farm claims center in Marlow Heights, Maryland for inspection.

4. On June 13, 2018, Respondent arrived at the State Farm claims center. A State Farm representative inspected and photographed damages to the 2013 Volkswagen and issued Respondent a check for \$2,454.20 to repair the vehicle.

5. On June 14, 2018, State Farm sent a letter to its insured advising that the June 11, 2018 loss "...exceeded \$1,000.00. An at-fault property damage loss in excess of \$1,000.00 may remove the California Good Driving Discount for this policy."

6. On June 20, 2018, the State Farm policyholder contacted his State Farm insurance agent and advised that he received the June 14, 2018 letter from State Farm regarding the June 11, 2018 accident. The State Farm policyholder denied having the accident and denied being in Maryland. Further, he does not have a telephone number with a 330 area code.

7. A State Farm representative performed an Insurance Services Office ("ISO") search and discovered that Respondent was identified in a similar claim with Government Employees Insurance Company ("GEICO"), an authorized insurer for the same date of loss. In that claim, the alleged GEICO insured provided the same 330 area code telephone number. A State Farm representative contacted GEICO and learned that on June 12, 2018, GEICO paid Respondent \$3,164.46 to repair damages to the 2013 Volkswagen. Consequently, State Farm referred Respondent's claim to its Special Investigations Unit ("SIU") on June 27, 2018.

8. Section 27-802(a)(1) of the Maryland Insurance Article states,

An authorized insurer, its employees, fund producers, 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 committed insurance fraud, referred the matter to the MIA, Fraud Division.

9. On August 7, 2018, an MIA investigator contacted GEICO and inquired about its handling of Respondent's June 11, 2018 claim. Consequently, GEICO spoke to its automobile insurance policyholder who advised the claim was fraudulent and neither he nor his vehicles were involved in the alleged accident.

10. Section 27-802(a)(1) of the Maryland Insurance Article states,

An authorized insurer, its employees, fund producers, 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 that Respondent committed insurance fraud, referred the matter to the MIA, Fraud Division on August 10, 2018.

11. An MIA investigator examined the GEICO claim file and learned that on June 11, 2018, an unknown person contacted GEICO through its online claims reporting system. The person identified himself as a GEICO automobile insurance policyholder, residing in Ohio. The unknown person reported that while in Maryland, he struck Respondent's 2013 Volkswagen while it was parked and unattended in Prince George's County, Maryland. He provided a contact telephone number for Respondent as well as a 330 area code telephone number, which GEICO could use to contact him; GEICO opened a claim.

12. On June 11, 2018, a GEICO representative contacted Respondent at the telephone number provided by the alleged policyholder. Respondent acknowledged the accident. The GEICO representative instructed Respondent to take her 2013 Volkswagen to a Maryland GEICO claims center for inspection.

13. On June 12, 2018, Respondent went to a Maryland GEICO claims center. A GEICO representative inspected and photographed the damage to the 2013 Volkswagen and issued Respondent a check for \$3,164.46 to repair the vehicle.

14. An MIA investigator contacted both State Farm and GEICO and confirmed their handling of Respondent's claims.

15. On August 29, 2018, an MIA investigator contacted Thrifty car rentals, a Hertz corporation subsidiary. A representative confirmed Respondent rented a 2013 Volkswagen, VIN number ending in 105292, on June 6, 2018. Rental car records revealed Respondent elected to accept a Loss Damage Waiver "LDW," an optional product that waives the renter's [Respondent's] financial responsibility for any loss or damage incurred to the rental vehicle. Respondent used a Visa credit card, issued in her name to pay for the rented car. The Volkswagen was returned damaged, on June 13, 2018. The rental car agency paid \$3,181.31 to repair the Volkswagen. The Thrifty representative provided the MIA investigator with photographs of the damage to the Volkswagen, taken by a Thrifty representative. A comparison of the photographs provided by Thrifty with those taken by State Farm and GEICO confirmed the damage was identical.

16. On September 11, 2018, a GEICO representative interviewed its policyholder who advised he was not involved in the June 11, 2018 accident. He and his vehicle were in Ohio at the time and he does not know the Respondent.

17. On January 3, 2019, MIA investigators met with Respondent who confirmed she rented the Volkswagen from Thrifty and that it had been struck by a driver who left a note. She took the Volkswagen to a State Farm claims center and accepted the settlement check. Respondent denied involvement in the GEICO claim.

18. An MIA investigator learned that both the State Farm and GEICO checks were negotiated at Bank of America. Consequently, on January 4, 2019, the MIA issued a subpoena to Bank of America for information related to its processing of the checks issued to Respondent by State Farm and GEICO. In response, Bank of America provided account information for Respondent, which reflected the GEICO check issued to Respondent in the amount of \$3,164.46 was deposited on June 12, 2018, into a Bank of America account held by Respondent, and the State Farm check in the amount of \$2,454.20 was deposited on June 13, 2018, into the same bank account.

## II. Violation(s)

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

20. **§ 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[.]

21. **§ 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

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(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.

22. By the conduct described herein, Respondent knowingly violated § 27-403. As such, Respondent is subject to an administrative penalty under the Insurance Article § 27-408(c).

### III. Sanctions

23. 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. Insurance Article §§ 2-201(d) (1) and 2-405.

24. Having considered the factors set forth in § 27-408(c)(2), the MIA has determined that \$8,000.00 is an appropriate penalty.

25. Respondent is ordered to reimburse State Farm \$2,454.20, which is the amount she fraudulently obtained from State Farm by submitting a fraudulent claim.

26. Respondent is ordered to reimburse GEICO \$3,164.46, which is the amount she fraudulently obtained from GEICO by submitting a fraudulent claim.

27. Administrative penalties shall be made payable to the Maryland Insurance Administration and shall identify the case by number (R-2019-0031A and R-2019-0483A) and name (Brittley Gynien Odom). Payment of the administrative penalty shall be sent to the attention of: Associate Commissioner, Insurance Fraud Division, 200 St. Paul Place, Suite 2700, Baltimore, Maryland 21202. Unpaid penalties will be referred to the Central Collections Unit for collection.

28. Notification of reimbursement to State Farm shall be made in writing to the Associate Commissioner, Insurance Fraud Division, 200 St. Paul Place, Suite 2700, Baltimore, Maryland 21202 within forty (40) days of the date of this Order. Such notification shall include

a copy of the money order or cancelled check issued to State Farm Insurance Company as proof of reimbursement and identify the case by number (R-2019-0031A) and name (Brittley Gynien Odom).

29. Notification of reimbursement to GEICO Insurance Company shall be made in writing to the Associate Commissioner, Insurance Fraud Division, 200 St. Paul Place, Suite 2700, Baltimore, Maryland 21202 within forty (40) days of the date of this Order. Such notification shall include a copy of the money order or cancelled check issued to GEICO Insurance Company as proof of reimbursement and identify the case by number (R-2019-0483A) and name (Brittley Gynien Odom).

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

**WHEREFORE**, for the reasons set forth above, and subject to the right to request a hearing, it is this 15<sup>th</sup> day of February 2019, **ORDERED** that:

(1) Brittley Gynien Odom shall pay an administrative penalty of eight thousand dollars (\$8,000.00) within thirty (30) days of the date of this Order.

(2) Brittley Gynien Odom is ordered to reimburse State Farm \$2,454.20 within thirty (30) days of the date of this Order.

(3) Brittley Gynien Odom is ordered to reimburse GEICO \$3,164.46 within thirty (30) days of the date of this Order

ALFRED W. REDMER, JR.  
Insurance Commissioner

BY:

signature on original

STEVE WRIGHT  
Associate Commissioner  
Insurance Fraud 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.