

IN THE MATTER OF THE  
MARYLAND INSURANCE  
ADMINISTRATION

v.

MILDRED L. ORELLANA FOLGAR  
7803 Keenan Road  
Glen Burnie, Maryland 21061

\* BEFORE THE MARYLAND  
\*  
\* INSURANCE COMMISSIONER  
\*  
\*  
\*  
\* CASE NO.: MIA- 2023-05-028  
\*  
\* Fraud Division File No.: R-2022-0760A  
\*  
\*  
\*

\*\*\*\*\*

**ORDER**

This Order is entered by the Maryland Insurance Administration (“MIA”) against Mildred L. Orellana Folgar ("Folgar," or "Respondent") 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").

**I. RELEVANT MATERIAL FACTS:**

1. The forgoing facts outline a scheme perpetrated by Respondent, wherein she applied for, and obtained motor vehicle insurance policies using the name of a Maryland consumer, hereinafter "Juan."<sup>2</sup> Respondent falsely identified herself as Juan's spouse. Juan learned of Respondent's scheme only after claims were filed against those insurance policies, causing Juan's insurance premiums to increase. Further, Respondent falsely represented herself as a licensed insurance producer.

2. Claudia Rivas ("Rivas") is a Maryland licensed insurance producer (License #100022452). Rivas is the designated responsible licensed producer ("DRLP") for Claudia Rivas Insurance Agency, LLC, ("Rivas Agency") (License #3001046763), formerly known as Maryland Insurance Associates, LLC (License #3000156180). Rivas was appointed by Progressive Insurance

<sup>1</sup> Unless otherwise indicated, all statutory references in this Order are to the Insurance Article of the Maryland Code.  
<sup>2</sup> The MIA uses initials to identify consumers and to protect their privacy.

Company ("Progressive"), an authorized insurer, to sell and service its insurance products. Progressive assigned Rivas Agency an identification number (ID 02D\*\*) from which Progressive can track access to its systems by employees of Rivas Agency.

3. Yescica Idalia Reyes Santos ("Santos") is a Maryland licensed insurance producer (#2154426). Santos is the DRLP for Reyes Insurance, LLC ("Reyes Ins.") (License #3000363746). Santos was appointed to sell insurance products offered by Progressive. On February 24, 2020, Santos assisted Juan in obtaining a Progressive automobile insurance policy, number 936\*\*\*\* ("Policy 936").

4. On March 25, 2021, Juan spoke with Santos regarding his insurance premiums. Santos examined Juan's Progressive account and discovered Progressive policy number 931\*\*\*\*\* ("Policy 931") also issued in Juan's name. Policy 931 was in effect from July 9, 2019, through March 26, 2021. Respondent was a named insured on the policy and identified as Juan's spouse. Juan advised Santos that Respondent was not his spouse and that he had no knowledge of Policy 931. Policy 931 was the subject of two claims, which Juan was also not aware of:

- June 3, 2020, Claim No. \*\*\*\*410
- November 19, 2020, Claim No. \*\*\*\*515

5. On June 18, 2021, Santos notified Nicholas Grodzicki, a Progressive sales representative, of the suspicious nature of Policy 931. On June 21, 2021, Progressive's Special Investigations Unit ("SIU") opened an investigation.

6. On August 3, 2021, a Progressive investigator interviewed Santos, who reported that Respondent owns Mili's Multiservices, which is a hair salon and tag and title business in Annapolis, Maryland. Santos reported that Respondent was not Juan's wife, and that Juan's actual wife, "Elda," was a former employee at Mili's Multiservices. Santos speculated that due to Respondent's poor driving history, she obtained Policy 931 in Juan's name and falsely identified

herself as Juan's wife. Several vehicles owned by Respondent were added to Policy 931. Santos advised that Mili's Multiservices' storefront had signs in its windows advertising Progressive Insurance. Santos provided the Progressive investigator with a copy of a business card which identified Respondent as a Claims Service Representative ("CSR") for Erie Insurance. Respondent is not now and has never been a licensed insurance producer.

7. A Progressive investigator researched the origin of Policy 931, and identified the Internet Protocol (IP) address from which the policy application was submitted as 96.95.4.230. The IP address was associated with 56 "for agents only" ("FAO") logins, wherein ID 02D\*\* was used to sign in to Progressive's system. The IP address is static, and assigned to the physical location of Mili's Multiservices.

8. The Progressive investigator determined the timeline of Policy 931 as follows:

- July 9, 2019 - Policy began. Juan was the sole named insured. The policy insured a 2007 Suzuki and 2016 Mercedes;
- October 22, 2019 - 2005 Ford F-150 and 2012 Toyota Corolla were added to the policy;
- November 22, 2019 - 2012 Toyota Corolla was removed from the policy;
- May 2, 2020 - 2015 Jeep Grand Cherokee was added to the policy;
- June 3, 2020 - Claim filed for loss on the Ford F-150, Claim No. 410;
- July 2, 2020 - 2004 Honda was added to the policy. The 2005 Ford F-150 was removed;
- July 29, 2020 - 2017 Ford F-350 was added to the policy;
- August 13, 2020 - 2017 Land Rover Range Rover was added to the policy;
- November 19, 2020 - Claim filed for loss on the 2017 Ford F-350, Claim No. 515;
- January 19, 2021 - 2017 Ford F-350 was removed from the policy;
- February 10, 2021 - Juan's marriage status changed to married - Respondent was added as his spouse.

The investigator noted that all additions and removals of vehicles on the policy occurred during online sessions originating from IP address 96.95.4.230.

9. The SIU investigator examined the two claims made to Progressive under Policy 931. Regarding Claim No. 410, the Progressive investigator discovered that the involved insured vehicle, a Ford F-150 truck, was registered to Respondent. The claim was reported to Progressive

via a recorded telephone call on June 3, 2020. The caller identified himself as Juan, and spoke fluent English. The caller reported that an unlisted driver, "Yancy," was driving the Ford F-150 truck when she was struck by another vehicle.

**10.** Regarding Claim No. 515, Respondent provided a recorded statement, wherein she identified herself as Juan's spouse. Respondent provided her statement from a mobile phone number ending in 2596, which was Respondent's mobile phone, as well as a phone number for Mili's Multiservices. Respondent reported that Juan was driving the insured Ford F-350 truck and she was riding as a passenger when he backed into a parked vehicle.

**11.** The Progressive investigator discovered that on March 23, 2021, Progressive insurance policy 947\*\*\*\*\* ("Policy 947") was issued to Juan under Rivas Agency ID 02D\*\*, for two motorcycles. The address on Policy 947 was Respondent's home address. Neither motorcycle was owned by Juan, but one of the motorcycles was owned by Respondent.

**12.** Progressive determined that policy premium payments for Policy 931 and Policy 947 were paid through Respondent's personal bank account. Further, a Progressive investigator examined Respondent's social media accounts and discovered Facebook posts at <https://www.facebook.com/milismultiservices>, bearing Respondent's image, name, phone number ending in 2596, and referring to her as an "Insurance Agent," along with logos for several insurance carriers.

**13.** On August 2, 2021, a Progressive investigator interviewed Respondent who reported that any insurance activity at Mili's Multiservices was related to Rivas Agency, which rented space from her. Respondent denied representing herself as a licensed insurance agent, and offered no explanation as to why her social media referred to her as an insurance agent. When asked about

Policy 931 and Policy 947, Respondent denied that the premiums were paid from her bank account, but stated that the account was used to pay for a policy issued to Juan, her ex-husband.

**14.** On August 3, 2021, the SIU investigator interviewed Rivas who reported that Respondent briefly worked for Rivas Agency as a CSR. Respondent was supposed to refer clients to Rivas Agency. Rivas reported that Respondent was supposed to obtain her insurance license, but their relationship ended in April 2021, after Rivas received complaints that Respondent was brokering Progressive policies.

**15.** On August 18, 2021, the SIU investigator interviewed Juan with the assistance of a Spanish interpreter. Juan reported that he became aware of Respondent's activities when his Progressive premium for Policy 936 increased by \$2,000.00. Juan contacted Santos and discovered that his premium increase was related to accidents under Policy 931 which he had no knowledge of. Juan knew Respondent, and reported that he purchased a 2007 Suzuki motorcycle from her boyfriend. Juan thought the Suzuki was registered to and insured by Respondent under a Government Employee's Insurance Company ("GEICO") insurance policy, and that he was added as an insured driver. Juan sent Respondent a copy of his driver's license. He agreed to pay her \$150.00 each month for his part of the insurance premium for the Suzuki. Juan reported that he was never married to Respondent and he has been married to Elda since 2017. Elda previously worked for Respondent at Mili's Multiservices. Juan was unaware of Policy 931 and Policy 947. With the exception of the Suzuki he purchased from her boyfriend, Juan was not familiar with the other vehicles insured under Policy 931 and Policy 947. Juan reported he never made a claim under either policy. The Progressive investigator noted that Juan's voice sounded different than the caller who identified himself as Juan during the recorded call related to Claim No. 410, under Policy 931.

16. Section 27-802(a)(1) of the Maryland Insurance Article 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.

Progressive, having a good faith belief that Respondent committed insurance fraud, referred the matter to the MIA, Fraud and Enforcement Division, which opened an investigation.

## **II. THE ADMINISTRATION'S INVESTIGATION:**

17. On February 15, 2022, an MIA investigator examined Mili's Multiservices' Facebook page, which displayed three images regarding insurance:

Image 1 - November 6, 2020, a business card containing Respondent's photograph, cell phone number, ending in 2596, facsimile number ending in 9079, as well as a "Main" number, ending in 3020, which is the telephone number for Rivas Agency. The Erie Insurance logo was displayed, along with the letters "CSR," and the comment - in Spanish:

"Are you looking for insurance for your car, house, or business? Come to Mili's Multiservices or call us."

Image 2- January 12, 2021, a business card displaying logos for Erie Insurance, National General Insurance, Maryland Auto Insurance, Progressive, and Chesapeake. The card says, "contact me!" and "Insurance Agent.", Mili's Multiservices MMS logo is displayed in the lower right hand corner. Respondent's name, cell phone number (ending in 2596), and the Rivas Agency address are printed on the card. The image contained the following statement in Spanish:

"Are you looking for insurance for your car, house, or business? Come to Mili's Multiservices or call us."

Image 3 - January 26, 2021, the image has the title "Maryland Insurance Associates," and stated "Auto, Home, Life, Busines [*sic*]," "Insuring your future...Today." Respondent's name, photograph, Progressive and Erie Insurance logos were displayed. The image contained a statement in Spanish that one could take on several types of insurance with Erie Insurance at Mili's Multiservices. The image identified Respondent as an insurance agent and listed the phone number for Rivas Agency, "\*\*\*\*-\*\*\*3020."

18. An MIA investigator confirmed that Respondent is not now and has never been a licensed insurance producer.

**Progressive Insurance Policy 931**

19. An MIA investigator examined Progressive Policy 931, which was in effect from July 9, 2019 to March 23, 2021, when it was cancelled by Respondent. The policy provided liability, collision, and personal injury protection ("PIP") coverages. The policy was applied for and e-signed from IP address 96.95.4.230. In response to a subpoena, Comcast identified the subscriber to IP address 96.95.4.230 as a cellular phone repair business located within the same office space as Mili's Multiservices. The IP address was static. The email address associated with Policy 931 was mili\_dor\*\*\*@hotmail.com. Policy 931 initially provided coverage for a 2007 Suzuki and 2016 Mercedes, which were both titled to Respondent. Juan was initially the only named insured on the policy. The premium payment was made via Electronic Funds Transfer ("EFT") from a Truist bank account, \*\*\*\*\*2752, and a Wells Fargo bank account, \*\*\*\*\*6755. The MIA investigator confirmed that the account holder for \*\*\*\*\*2752 was Mili's Multiservices and Hair Salon, and the account holder for \*\*\*\*\*6755 was Respondent. The policy application contained an electronic signature purported to be Juan's just below the following fraud warning:

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or 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.

20. An MIA investigator confirmed the policy activity cited in paragraph 8, *supra*. Maryland Motor Vehicle Administration ("MVA") records revealed that the Toyota, Honda and Ford F-150 insured under Policy 931 were registered to Respondent. The Jeep Grand Cherokee and Ford F-350 were not owned by or registered to Respondent or Juan.

21. Regarding Claim No. 410 involving the Ford F-150, a Progressive representative conducted two telephone interviews with a person or persons who identified himself as Juan. Two different phone numbers were used by the person(s) alleging to be Juan. The MIA investigator identified the subscribers for both numbers and confirmed neither were Juan. The MIA investigator called one of the numbers and inquired about Claim No. 410. A person answered the call, confirmed knowing Respondent, then terminated the call.

22. In connection with Claim No. 410, Yancy, the driver, filed a PIP claim with Progressive, which paid \$2,500.00 to settle the claim.

23. Regarding Claim No. 515 involving the Ford F-350, the claim identified "Lori" as the claimant. On February 17, 2022, an MIA investigator interviewed Lori, who confirmed filing Claim No. 515 stemming from an October 26, 2020 accident during which the Ford F-350 backed into her vehicle while it was parked in her driveway. Lori examined photographs of Juan and Respondent and stated she did not recognize either person as being involved in the accident. Progressive paid Lori \$5,617.12 to make repairs to her vehicle.

24. Policy 931 listed Juan's address as 1407 Forest Drive, Suite 1, Annapolis, Maryland. This is the address for Mili's Multiservices.

**Progressive Insurance Policy 947**

25. On March 23, 2021, Respondent applied for a Progressive motorcycle insurance policy for two 2016 Hyosung motorcycles through Rivas Agency. The named insured was listed as Juan, and the address used was Respondent's home address. The email address provided was mili\_dor\*\*\*@hotmail.com, which was Respondent's email address. Motor vehicle records confirmed that Respondent purchased both motorcycles. One premium payment of \$524.00 was

paid to Progressive from Respondent's personal bank account. The policy was cancelled the same day, at Respondent's request and Progressive issued a refund.

**National General Insurance Policy 201**

26. In the course of the investigation, an MIA investigator identified an automobile policy (hereinafter "Policy 201") with National General Insurance ("NGI"), an authorized insurer. The policy was obtained through Rivas Agency on March 23, 2021. Juan was the named insured. The policy included PIP, among other coverages. The following vehicles were insured under Policy 201:

- 2009 Nissan
- 2019 Mercedes
- 2017 Range Rover
- 2015 Jeep
- 2004 Honda

According to MVA records, all of the aforementioned vehicles, except for the Jeep, were titled to Respondent.

27. NGI provided the MIA with policy documents, including the policy application and claim file related to a March 24, 2021 accident ("Claim No. 741)," involving the insured Jeep. The application identified Juan as the applicant, but contained Respondent's mobile phone number, email address, and home address. Premium payments were made from Respondent's personal bank account. The application identified Respondent as an additional driver. The application contained an electronic signature purported to be Juan's just below the following fraud warning:

WARNING: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or 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.

28. Regarding Claim No. 741, an NGI representative obtained a telephonic recorded statement on March 25, 2021, from a person who identified himself as Juan. An MIA investigator confirmed

the subscriber for the phone number of the person giving the recorded statement to NGI was not Juan. An MIA investigator called the number and the person who answered reported that Respondent had insured his Jeep in someone's name. He recalled speaking with an NGI representative about the March 24, 2021, accident but denied identifying himself as Juan.

**29.** As a result of the March 24, 2021, accident, two occupants filed PIP claims with NGI, and were paid a total of \$644.22 to settle the claims.

**30.** An MIA investigator interviewed Rivas who reported that in or about October 2020, Respondent contacted her through social media, expressing a desire to learn about the insurance business. Respondent was going to advertise for Rivas Agency at her tag and title business, and would refer customers to Rivas Agency for insurance needs. Rivas Agency employed Respondent as a CSR. As such, Rivas provided Respondent with Rivas Agency's Progressive administrative login credentials, as well as her own business cards identifying her as a CSR. In October 2020, Rivas registered and paid for insurance producer classes for Respondent through Kaplin Financial Education. Respondent failed to complete the courses. Rivas paid Respondent \$827.65 for referring about 30 potential clients to Rivas Agency.

**31.** Rivas reported that at some point, while visiting Mili's Multiservices, Rivas logged in to her Progressive account and obtained an insurance quote for Juan, who Respondent identified as her husband. Although Juan was not present, Respondent displayed an image of his driver's license on her mobile phone. On March 23, 2021, at Respondent's request, Rivas cancelled Progressive Policy 931 and obtained Progressive Policy 947, and NGI Policy 201. Rivas believed that Juan was Respondent's spouse because Juan was the named insured for Policy 931, which had been in effect since July 2019. The cancellation of Policy 931 required Juan's signature. Respondent asked Rivas to email the cancellation request to her, stating that Juan had access to her email and would

sign the documents. Respondent returned the cancellation request to Rivas, which was ostensibly signed by Juan.

**32.** Rivas terminated her relationship with Respondent in or about April 2021, when she received calls regarding insurance policies that she suspected were initiated by Respondent.

**33.** Regarding Policy 947, Rivas provided the MIA with the application documents, which included a copy of Juan's driver's license. Rivas reported that Respondent contacted her to apply for Policy 947. Respondent told Rivas that her husband, Juan, purchased the motorcycles for their son. Respondent texted the images of Juan's driver's license as well as information related to the motorcycles to Rivas.

**34.** An MIA investigator confirmed that 7803 Keenan Road, Glen Burnie, MD, the address listed on Policy 947 and Policy 201, was actually owned solely by Respondent since December 2019.

**35.** An MIA investigator obtained Juan's marriage records from the Anne Arundel County Circuit Court and confirmed that Juan has been married to Elda since 2017. There are no records to indicate that Respondent was ever married to Juan. Further, Maryland State Archives records reveal that on December 16, 2019, Respondent completed a mortgage document in which she declared that she was "single."

**36.** An MIA investigator interviewed Juan, who reported that for the last five years, his phone number has been (443) 8\*\*-\*\*46, not 2596, as listed on the insurance applications. Juan's email address is jc\*\*\*\*\*@gmail.com. Juan confirmed that he knows Respondent, and that he purchased a 2007 Suzuki from her boyfriend. Juan believed that he was not able to register the Suzuki, or even obtain insurance due to his citizenship status. Therefore, Respondent offered to register the Suzuki in her name, and put it on her GEICO insurance policy. Juan provided

Respondent with a copy of his driver's license. Juan paid Respondent \$150.00 cash each month for insurance on the Suzuki. Juan later discovered that Respondent obtained insurance policies using his name, without his knowledge or consent. Regarding the application and cancellation of Policy 931, and application for Policy 201, Juan reported that he never signed the applications and that he was unaware that either of the policies existed. Juan was unaware of Claim No. 410, he was not familiar with the phone numbers, or subscribers of the phone numbers from which statements were given to Progressive from person(s) alleging to be him. Juan was not familiar with Claim No. 515, but did recognize the Ford F-350 owner as one of Respondent's boyfriends.

### **III. VIOLATIONS**

**37.** 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:

§ **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:

\* \* \*

(4) receiving or collecting premiums, commissions, membership fees, assessments, dues, or other consideration for insurance;

§ **27-406**

It is a fraudulent insurance act for a person:

(1) knowingly or willfully to make a false or fraudulent statement or representation in or with reference to an application for insurance

§ **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.

§ 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:

(1) a license in the kind or subdivision of insurance for which the person intends to act as an insurance producer.

§ 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

(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.

38. By the conduct described herein, Respondent knowingly violated §§ 27-403, 27-406, and 10-103. Respondent violated the Insurance Article when she made false statements to Progressive and NGI during the application process. Respondent's actions resulted in the issuance of three automobile insurance policies, wherein she provided false and misleading information in order to obtain those policies. Most of the insured vehicles were owned by Respondent. Juan had no knowledge that the policies were obtained under his name. Three claims were made against the policies, wherein Progressive and NGI paid a total of \$8,761.34 to settle claims under policies obtained under false pretenses. Respondent falsely identified herself to Progressive as a passenger

in the vehicle involved in Claim No. 515 and falsely stated that Juan was driving. To further perpetrate the fraud scheme, Respondent caused other persons to falsely identify themselves as Juan to Progressive and NGI.

**39.** Further, Respondent violated the Insurance Article by representing herself as an insurance producer without having the requisite license to do so. Respondent also collected insurance premiums of \$150.00 each month from Juan. As such, Respondent is subject to an administrative penalty under the Insurance Article § 27-408(c).

#### **IV. SANCTIONS**

**40.** Insurance fraud is a serious violation, harmful to consumers because the losses experienced by insurance companies are passed on to consumers in the form of higher premiums. Pursuant to §§ 2-210 (d)(1) and 2-405 of the Insurance Article, the Commissioner has the authority to investigate complaints alleging that a fraudulent claim has been submitted to an insurer.

**41.** Having considered the evidence in this case, the MIA has determined that Respondent shall pay restitution to Progressive in the amount of \$8,117.12, and to NGI in the amount of \$644.22. Those amounts reflect what each insurer paid to settle claims for policies they issued relying on information provided by Respondent, later determined to be false. During the claims process, person(s) falsely identified themselves as Juan, in order to facilitate the claims process, and further perpetrate Respondent's scheme.

**42.** Having considered the factors set forth in § 27-408(c)(2), the MIA has determined that a fine of \$10,000.00 is an appropriate penalty.

**43.** Administrative penalties shall be made payable to the Maryland Insurance Administration and shall identify the case by number (R-2022-0760A) and name (Mildred L. Orellana Folgar.) Payment of the administrative penalty shall be sent to the attention of: Acting Associate

Commissioner Joseph E. Smith, Insurance Fraud and Enforcement Division, 200 St. Paul Place, Suite 2700, Baltimore, Maryland 21202. Unpaid penalties will be referred to the Central Collections Unit for collection.

44. Respondent shall, within 30 days of the date of this Order, send evidence that restitution was made to Progressive and NGI to the Maryland Insurance Administration, including a copy of a check or money order to the attention of Acting Associate Commissioner Joseph E. Smith, Insurance Fraud and Enforcement Division, 200 St. Paul Place, Suite 2700, Baltimore, Maryland 21202. Respondent shall identify the case by number (R-2022-0760A) and name (Mildred L. Orellana Folgar.)

45. 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 the right to request a hearing, it is this 26th day of May 2023, **ORDERED** that:

(1) Mildred L. Orellana Folgar shall pay an administrative penalty of Ten Thousand Dollars (\$10,000.00) within 30 days of the date of this Order.

(2) Mildred L. Orellana Folgar shall reimburse Progressive Eight Thousand One Hundred Seventeen Dollars and Twelve Cents (\$8,117.12), the cost Progressive incurred for claims under the fraudulent Policy 931.

(3) Mildred L. Orellana Folgar shall reimburse NGI Six Hundred Forty-Four Dollars and Twenty-Two Cents (\$644.22), the cost NGI incurred for the claim under fraudulent Policy 201.

KATHLEEN A. BIRRANE  
Insurance Commissioner

BY: **signature on original** \_\_\_\_\_  
JOSEPH E. SMITH  
Acting Associate Commissioner  
Insurance Fraud & Producer 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.