

IN THE MATTER OF THE
MARYLAND INSURANCE
ADMINISTRATION

v.

DAVETT LAQUISHA WILLIAMS
5507 Marlboro Pike, Apt. 6
District Heights, Maryland 20747

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CASE NO.: MIA-2021-04-008

Fraud Division File No.: R-2020-4445A

ORDER

This Order is issued by the Maryland Insurance Administration (the “MIA”) against Davett Laquisha Williams (“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”) for the violations of the Maryland Insurance Article identified and described.

I. RELEVANT MATERIAL FACTS:

1. On May 6, 2020, a 2010 Honda, insured by Progressive Casualty Insurance Company (“Progressive”), an authorized insurer, struck a 2005 Hyundai, also insured by Progressive. The Hyundai then struck a 2008 Chevrolet, being operated by Respondent, who reported to Progressive that she had been injured. Ultimately, Progressive accepted liability under the policy issued for the Honda. That policy was in effect from December 30, 2019 to June 30, 2020.

2. On May 8, 2020, Respondent reported to Progressive that following the accident, she went to Urgent Care East River Clinic (“Urgent Care”) for treatment of injuries she sustained in the May 6, 2020 accident.

3. On May 26, 2020, Respondent notified Progressive that she received a medical bill related to treatment she received following the accident. Progressive requested a copy of the bill.

4. On June 5, 2020, Respondent emailed an image of a medical bill to Progressive, reflecting a “total charge” of \$21,053.50. Progressive replied to Respondent that the bill did not reflect the treatment date and the location of treatment. Progressive requested that Respondent submit the entire form. Respondent replied, “that’s how they sent it to me.” Respondent told the Progressive representative that she would ask for another copy of the bill.

5. On June 8, 2020, Respondent emailed a second image of the \$21,053.50 medical bill to Progressive. Respondent stated, “attached is what the representative emailed me....” A Progressive representative examined the bill and noted the high dollar amount, the bill was not on hospital letterhead, medical codes were not included and punctuation was atypical. Further, Respondent previously reported being treated at Urgent Care, but the bill submitted reflected Unity Health Care (UHC”). Consequently, Progressive referred Respondent’s claim to its Special Investigative Unit (“SIU”) for further investigation.

6. A Progressive investigator examined the medical bill and identified irregularities related to formatting, placement of periods, and the word “charges” was misspelled as “CHARGERS.”

7. On June 9, 2020, Progressive received an email from, “jessicalewis.unityhc@gmail.com” with its subject line indicating: unityhealthcare.ref: Davett Williams [Respondent]. In pertinent part, the email stated,

My name is Jessica Lewis I’m the billing director for unity health health [sic]

I spoke with a client yesterday by the name of Davett Williams she stated that she was in a car accident and that she needed the bill which I emailed her the bill on 5/25/2020 She Called staying[sic] that it[sic] may be some concerns about it.

If you have any questions or concerns please don't hesitate too[sic]contact me

Jessica Lewis
Billing Director
***.*91-7326
jessicalewis.unityhc@gmail.com

8. On June 10, 2020, Respondent sent an email to Progressive, which stated, in pertinent part:

“Ok. *** was [sic] going on with the medical bills what's the holdup?”

9. On June 12, 2020, Progressive notified Respondent that it was reviewing her medical bill, to which Respondent replied:

“why am I waiting so long?...How long am I going too [sic] wait?...show [sic] I get an [sic] lawyer?...It's been a week.”

10. On June 12, 2020, in an effort to authenticate the purported UHC medical bill Respondent submitted to Progressive, a Progressive investigator contacted the UHC billing manager. The billing manager examined the alleged bill and reported that the bill was not a UHC bill, nor did UHC have any records for treating Respondent on May 7, 2020.

11. On June 18, 2020, Respondent provided a recorded statement to the Progressive investigator, wherein she reported that she went to UHC the day after the accident and was seen by a doctor. She was there approximately three hours. She reported having a CAT scan, being prescribed medications, as well as a physical therapy referral. Respondent admitted sending the \$21,053.50 bill to Progressive, and added that it was paid by her health insurer Amerihealth Caritas health insurance company (“AMH”). Respondent advised that she called UHC and asked for a copy of the bill, which was emailed to her by Jessica Lewis, from a Gmail account [jessicalewis.unityhc@gmail.com]. During the interview, Respondent affirmed going to UHC after the accident and that she received the bill from UHC.

12. Having a good faith belief that Respondent committed insurance fraud, Progressive referred the matter to the Administration under Section 27-802(a)(1) of the Maryland Insurance Article, which 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.

II. The Administration's Investigation

13. In the course of its investigation, the MIA contacted Progressive and confirmed the facts surrounding its handling of Respondent's claim.

14. On January 4, 2021, in an effort to authenticate Respondent's statement that her health insurer paid the \$21,053.50 medical bill, an MIA investigator interviewed a representative of AMH. The representative for AMH confirmed that Respondent had been a member since 2019, but her most recent claim was on January 28, 2020. AMH had no record of a bill for \$21,053.50 from UHC.

15. At the request of the MIA investigator, the UHC billing manager examined the \$21,053.50 bill Respondent submitted to Progressive. The billing manager concluded that the bill was fake, and it did not come from UHC. Further, the billing manager found no records related to Respondent's alleged treatment at UHC on May 7, 2020.

16. On January 8, 2021, an MIA investigator interviewed Respondent about the \$21,053.50 bill. Respondent repeated that she visited UHC on May 7, 2020, for treatment and that the bill was a legitimate record of her treatment.

17. On January 11, 2021, an MIA investigator sent an email to jessicalewis.unityhc@gmail.com, as this was Respondent's alleged source of the medical bill from UHC. An automated response from the Google mail delivery subsystem indicated that this email address did not exist.

18. The MIA investigator asked the UHC billing manager whether UHC employs Jessica Lewis. The UHC billing manager advised that no one named Jessica Lewis had ever worked for UHC.

19. An MIA investigator examined the medical bill submitted to Progressive by Respondent. Irregularities were confirmed, to include periods in odd locations, no hospital letterhead, the word "charges" was typewritten as "CHARGERS," atypical punctuation, and irregular formatting.

III. Violation(s)

20. In addition to all relevant sections of the Maryland Insurance Article, which apply to acts and omissions of the Respondent in the State.¹

21. **Section 27-403** of the Insurance Article provides, 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 the claim[.]

22. **Section 27-408(c)** of the Insurance Article provides, in pertinent part:

(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

¹ The failure to designate a particular provision in this proposed Order does not deprive the Commissioner of the right to rely on that provision.

(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.

23. By the conduct described herein, Respondent violated § 27-403. The fraudulent insurance act of submitting a false document in support of a claim is complete upon making the false statement and is not dependent on payment being made. Respondent committed a violation of the Insurance Article when she submitted a false document to Progressive. As such, Respondent is subject to an administrative penalty pursuant to § 27-408(c) of the Insurance Article.

IV. Sanctions

24. 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.

25. Having considered the factors set forth in § 27-408(c)(2), the MIA imposes an administrative penalty in the amount of \$1,500.00 against Respondent.

26. The aforesaid administrative penalties shall be paid within thirty (30) days of the date of this Order to the Maryland Insurance Administration. Payment shall be made by immediately payable funds and shall identify the case by number (R-2020-4445A) and Respondent's name (Davett Laquisha Williams). Payment of the administrative penalty shall be sent to the attention of: Steve Wright, Associate Commissioner, 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.

27. 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 Respondent's right to request a hearing, it is this 6th day of April 2021, **ORDERED** that:

Davett Laquisha Williams shall pay an administrative penalty of One Thousand Five Hundred dollars (\$1,500.00) within 30 days of the date of this Order.

KATHLEEN A. BIRRANE
Insurance Commissioner

signature on original

BY:

STEVE WRIGHT
Associate Commissioner
Insurance Fraud and 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.