Government of the District of Columbia
Department of Insurance, Securities and Banking
810 First St., N.E., Suite 701
Washington, D.C. 20002

IN THE MATTER OF:	)	
	)	
District of Columbia Department of	)	
Insurance, Securities and Banking	)	
Petitioner	)	
	)	
v.	)	IB-SC-20-07
	)	
Deborah Shields	)	
Respondent	)	
	)	

FINAL DECISION AND ORDER

JURISDICTION

This matter, IB-SC-20-07, came before Leslie E. Johnson, Hearing Officer, District of Columbia Department of Insurance, Securities and Banking (hereinafter "Department" or "Government") on October 11, 2007, in accordance with the provisions of the District of Columbia Administrative Procedure Act (DCAPA), D.C. Official Code § 2-509 (2001), the Producer Licensing Act of 2002, (ACT), D.C. Official Code § 31-1131.12, and Chapter 38 of Title 26 of the District of Columbia Municipal Regulations (DCMR), for the purpose, of considering whether the individual insurance producer license (No. 0194233) of Deborah Shields should be revoked.

PROCEDURAL HISTORY

A Notice of Hearing to Show Cause was sent to Deborah Shields on August 28, 2007, informing her of the charges against her and setting a hearing date of October 11, 2007.

After notice was duly given, a Show Cause hearing was held on October 11, 2007 at the Department of Insurance, Securities and Banking, 810 First Street, NE, Washington, D.C., 20002. Charlotte Parker, Assistant Attorney General, represented the Government (hereinafter Petitioner). Deborah Shields (hereinafter Respondent) represented herself. The hearing was conducted for the purpose of considering whether Respondent's license should be revoked based upon the charges and specifications enumerated in the Notice to Show Cause.

ISSUES CONSIDERED

(1) Whether Respondent made statements at a sales presentation that misrepresented the benefits, advantages, conditions and terms of a policy in violation of D.C. Official Code §31-2231.03(1)?

(2) Whether Respondent intentionally misrepresented the terms of a proposed insurance contract in violation of D.C. Official Code §31-1131.l2(a)(5)(2001)?

(3) Whether Respondent used dishonest practices, demonstrated incompetence, and untrustworthiness in the conduct of business in the District of Columbia in violation of D.C. Official Code §31-1131 .12(a)(8)(2001)?

(4) Whether the Commissioner may revoke Respondent's District of Columbia insurance producer's license pursuant to D.C. Official Code D.C. Official Code §31-2231.03(1) (2001) and D.C. Official Code §31-1131.12(a)(8)(2001)?

EVALUATION AND ANALYSIS OF THE EVIDENCE

Evaluation

D.C. Code Official Code §31-2231.03(1) states:

"No person shall make, issue, circulate, or cause to be made, issued or circulated, an estimate, illustration, circular or statement, sales presentation, omission, or comparison that:

(1) Misrepresents the benefits, advantages, conditions, or terms of a policy;...

D.C. Code Official Code §31-1131.12(a)(5) and (8) state:

"(a) The Commissioner may place an insurance individual or business entity producer on probation; suspend, revoke, or refuse to issue or renew an insurance producer's license, may levy a civil penalty in accordance with subsection (d) of this section; may issue subpoenas and administer oaths; or take any combination of these actions if an insurance producer:

(5) Intentionally misrepresents the terms of an actual or proposed insurance contract or application for insurance;

(8) Uses fraudulent, coercive, or dishonest practices, or demonstrates incompetence,

untrustworthiness, or financial irresponsibility in the conduct of business in the District or elsewhere; . . .

The first witness to testify on behalf of the Petitioner (DISB) was Ms. Sandra Truesdale, President of the Campbell Heights Residents Association (hereinafter "Association").

Ms. Truesdale testified that Advantra representatives met with residents of the Campbell Heights Senior Center (hereinafter "Center") to explain their company's products. There were two meetings, the first in January, 2007 that Ms. Truesdale did not attend, the second was in February, 2007 that she did attend (See, Government's Exhibit #1). Ms. Truesdale indicated that the Respondent made remarks at the February meeting and that when questions were asked she turned it over to Nathaniel Reed, another Advantra representative. Ms. Truesdale said that Mr. Reed represented that two of the greatest advantages of the Advantra product was the dental and vision care and that there would be no co-pay. When these statements were made by Mr. Reed, Ms. Truesdale indicated that Respondent said nothing to refute them. Ms. Truesdale also testified that prior to the February meeting, she met with Respondent (on January 25, 2007) to sign her application and was led to believe by Respondent that the product was Medicare Part C, was not an HMO, had no co-pay and the insurance covered some dental and vision care (See, Government's Exhibit #3). Ms. Truesdale was also led to believe by Respondent that her medical/medical procedure bills would be paid by the Advantra policy, but they were not. (See, Government's Exhibit #3). After the February, 2007 meeting with the residents of the Center, the Respondent told Ms. Truesdale that after researching certain documents, she discovered that the presentation was not accurate. Ms. Truesdale indicated at the conclusion of her testimony that her experiences with Advantra were not consistent with the Respondent's representations. (See, Government's Exhibit #4).

The next witness to testify on behalf of the Petitioner was Carolyn King, Senior Insurance Operation Specialist, in the Department of Insurance, Securities and Banking. Ms. King testified that she received a call from Mrs. Irene Holmes of the Center regarding concerns about the Advantra product. As a result of this call, Ms. King stated she researched the Advantra product and Medicare Part C; and on June 4, 2007 she went to the Center and met with seventy (70) residents (See, Government's Exhibit #5), who told her the following regarding representations made by Respondent and Mr. Reed during their presentation concerning the Advantra product:

(1) The Advantra product was marketed as a supplement to Medicare Parts A and B (Medicare C) with inclusion of dental and optical benefits.
(2) They could maintain all relationships with physicians.
(3) They would incur no additional costs.
(4) Nothing would change.

Ms. King testified that after the June 4, 2007 meeting a letter (prepared by Colin G. van Niel, Senior Insurance Operations Specialist, DISB) (See, Government's Exhibit #6) was submitted to Coventry Health Care, Inc. (of which Advantra is an affiliate) in an attempt to resolve the complaints of the Center's residents. This first letter dated June 19, 2007 indicated that there were seventeen (17) complaints. A follow-up letter sent on June 25, 2007 (See, Government's Exhibit #8) indicated that the number of complaints increased to twenty (20). Ms. King then

testified that on June 29, 2007, Coventry Health Care sent a response to Mr. van Niel's letters stating that pursuant to their investigation they determined that Respondent and Mr. Reed "misrepresented the Advantra Freedom Plan to the residents of Campbell Heights". Coventry also stated that they were terminating both of their contracts for cause and filed a report of this action with the District of Columbia Department of Insurance, Securities and Banking.

Ms. King also testified that Respondent received no commission for selling Medicare Parts A and B, but does receive commission for selling Medicare Part C. She stated that many of the residents of the Capital Heights Senior Center did not understand what benefits they received under the Advantra policy and those that did understand were livid because they were never told that there would be a co-pay or given the correct information regarding Medicare Part C. Furthermore, the residents felt that the Advantra agents knowingly misled them:

During cross-examination of Ms. King by Respondent she testified that after taking out Advantra policies the residents no longer had Medicare Part A and B and therefore their bills began to mount. She also stated that the Respondent and Mr. Reed worked in concert and that both of them were present during the presentation of the Advantra product to the residents of the Center.

The next witness to testify for the Petitioner was Andres Izaguirre, Fraud Investigator for the Department of Insurance, Securities and Banking (DISB). He testified he began a fraud investigation of complaints emanating from the Center after receiving a referral from the Consumer Services Division of DISB on June 26, 2007. Mr. Izaguirre's testimony essentially confirmed the earlier testimony of Ms. King. He stated that initially 3 (three) complaints were received and 17 (seventeen) more followed. Mr. Izaguirre testified that Coventry Health Care made an investigation of the complaints from the Center and determined that the Respondent and Mr. Reed had engaged in deceptive sales practices. Coventry took action and terminated both individuals for cause (See, Government's Exhibit #10).

The Respondent made no objections to the evidence submitted by the Petitioner. Respondent represented herself and was her only witness. The Respondent requested that several documents be moved and made a part of the record (See, Respondent's Exhibits 1 to 4). The documents were accepted into the record with no objection by Petitioner.

Respondent began her case in chief by stating that she had no knowledge of the Coventry Health Plan investigations and presented her first exhibit, (Respondent's Exhibit #1) her "Notice to Show Cause Response". The response refutes all of the allegations in the Respondent's Notice to Show Cause. As to Charge I, Respondent indicates in Respondent's Exhibit #1 that she is only responsible for setting up the presentation and that she did not speak during the Open Enrollment presentation, therefore she contends that she did not make statements which misrepresented the benefits, advantages, conditions & terms of the Advantra Freedom PFFS Plan. As to Charge II, Respondent states in Respondent's Exhibit #1 that she did not misrepresent any of the insurance contracts. As to Charge III, Respondent states in Respondent's Exhibit #1 that the allegation that she used dishonest practices or demonstrated incompetence in the conduct of business in D.C. "is fraudulent and a defamation of character". Respondent presented no evidence or testimony (either from herself or witnesses) to corroborate her denial of Respondent's allegations.

Exhibits

Government's Exhibit #1:
June 14, 2007 letter from Ms. Sandra Truesdale, President of the Campbell Heights Resident's Association.

Government's Exhibit #2:
Flyer for the Campbell Heights Resident's Association February 5, 2007 meeting.

Government's Exhibit #3:
June. 14, 2007 letter from Ms. Sandra Truesdale with attachments.

Government's Exhibit #4:
DISB Insurance Complaint Form with attachment.

Government's Exhibit #5:
Flyer for the Campbell Heights Residents Association June 4, 2007 meeting with DISB employees.

Government's Exhibit #6:
June 19, 2007 letter from Mr. Colin G. van Niel, Sr. Insurance Operations Specialist to Mary Ninos, VP - Medicare Compliance, Coventry Health Care, Inc.

Government's Exhibit #7:
June 25, 2007 letter from Mr. Colin G. van Niel, Sr. Insurance Operations Specialist to Mary Ninos, VP - Medicare Compliance, Coventry Health Care, Inc.

Government's Exhibit #8:
June 29, 2007 letter from Mary Ninos, VP - Medicare Compliance Officer to Mr. Colin G. van Niel, Sr. Insurance Operations Specialist, DISB.

Government's Exhibit #9:
DISB Licensee Summary.

Government's Exhibit #10:
June 21, 2007 letter to Respondent from the Broker Services Unit of the Coventry Health Plan.

Respondent's Exhibit #1:
Respondent's Notice To Show Cause Response.

Respondent's Exhibit #2:
Advantra Freedom Booklet.

Respondent's Exhibit #3:
Page 35 from the Medicare and You 2007 Booklet.
Respondent's Exhibit #4:
Page 104 from the Medicare and You 2007 Booklet.

Analysis

Violation of D.C Official Code § 31-2231.03 (1)

Petitioner's witness, Ms. Sandra Truesdale, testified that Respondent made statements at the February, 2007 meeting at the Center, as well as at a meeting between Respondent and her on January 25, 2007, that she later discovered were not true. Specifically, Ms. Truesdale testified that Respondent made remarks at the February, 2007 meeting and Mr. Nathaniel Reed (another Advantra representative) answered residents' questions and told them that the greatest advantage of the plan was the dental and vision care and that there would be no co-pay. Ms. Truesdale indicated that when Mr. Reed made these statements, Respondent said nothing to refute them and that in fact during a meeting between she and Respondent on January 25, 2007, Respondent led her to believe that the product was Medicare Part C, was not an HMO, had no co-pay, dental and vision were covered and that her medical/medical procedure bills would be paid by Advantra; Ms. Truesdale later found out that all of these representations were untrue. (See, Government's Exhibit #3).

Petitioner's witness, Ms. Carolyn King corroborated Ms. Truesdale's testimony regarding the Respondent's representations about the Advantra product to the residents of the Center. Ms. King stated that during a meeting with seventy (70) residents of the Center they told her the Respondent and her colleague (Mr. Nathaniel Reed) told them the following:

(1) The Advantra product was marketed as a supplement to Medicare Parts A and B (Medicare C) with inclusion of dental and optical benefits.
(2) They could maintain all relationships with physicians.
(3) They would incur no additional costs.
(4) Nothing would change.

Respondent denied Petitioner's allegations, but presented no credible evidence or testimony to support her contention.

Accordingly, the Hearing Officer finds that Respondent violated D. C. Official Code § 31-2231.03(1) by making statements at sales presentations that misrepresented the benefits, advantages, conditions and terms of the Advantra policy.

Violation of D.C Official Code § 31-1131.12 (a) (5)

Petitioners' witnesses (as indicated above) presented credible testimony that Respondent did misrepresent the benefits, advantages, conditions and terms of the Advantra policy. Respondent presented no evidence to rebut this allegation.

For an act to be considered intentional, it must be done purposely. In the instant case, Petitioner presented no testimony or evidence that Respondent intentionally misrepresented the terms of an actual or proposed insurance contract or application of insurance. Nor did Respondent's testimony or evidence reveal that she intentionally or purposefully misrepresented the terms of an actual or proposed insurance contract or application of insurance.

Accordingly, the Hearing Officer finds that Respondent did not violate D.C. Official Code § 31-1131.12 (a) (5) in that there was no evidence or testimony that Respondent intentionally misrepresented the terms of a proposed insurance contract.

Violation of D.C Official Code § 31-1131.12 (a) (8)

Dishonest Practices

Petitioner's witness, Ms. Truesdale presented overwhelming testimony that Respondent presented false information regarding the Advantra product. Respondent told Ms. Truesdale that the product was Medicare Part C, was not an HMO, had no co-pay, covered some dental and vision care and that the policy would pay her medical bills. Ms. Truesdale testified her experiences with the Advantra policy were inconsistent with these representations and that she later discovered these representations were not true. (Also see the corroborating testimony of Ms. Carolyn King under "Evaluation".) Respondent presented no testimony or evidence to rebut these allegations.

Demonstrated Incompetence

Petitioner's witness, Ms. Truesdale presented overwhelming testimony that Respondent was unqualified to present the Advantra product. What was most significant was Ms. Truesdale's statement that Respondent told her after the February, 2007 meeting with the residents of the Center, she researched certain documents and discovered that the presentation was not accurate. Respondent presented no testimony or evidence to rebut this allegation.

Respondent as a competent insurance producer, should have researched all aspects of the Advantra product prior to making presentations or statements to prospective insureds to ensure all information presented was accurate. In not doing so, Respondent demonstrated incompetence in the conduct of business in the District of Columbia.

Untrustworthiness

Petitioner's witness, Ms. Truesdale testified about Respondent's representations to her in their January 25, 2007 meeting and that she later discovered the Respondent's representations were not true. (See above discussion under "Dishonest Practices"). (See, Government's Exhibit #4) This testimony revealed that the prospective insured could not trust or rely on Respondent's representations in the conduct of her business in the District of Columbia and that therefore Respondent was untrustworthy. Respondent presented no credible testimony or evidence to rebut Petitioner's contentions on this issue.

Accordingly, the Hearing Officer finds that Respondent violated D.C Official Code § 31-1131.12 (a) (8) by using dishonest practices, demonstrating incompetence and untrustworthiness in the conduct of business in the District of Columbia.

Revocation for Violation of D.C Official Code § 31-2231.03(1) and § 31-1131.12(a)(8)

Petitioner presented substantial evidence and testimony that Respondent on more than one occasion misrepresented the terms of the Advantra product to Ms. Truesdale and other residents of the Campbell Heights Senior Center and in so doing, used dishonest practices and demonstrated incompetence and untrustworthiness in the conduct of business in the District of Columbia. Respondent presented no credible evidence or testimony to refute Petitioner's allegations on these issues.

Accordingly, the Hearing Examiner finds Respondent's insurance producer license should be revoked for violation of D.C. Official Code § 31-2231.03(1) and D.C. Official Code § 31-1131.12(a)(8).

FINAL FINDINGS OF FACT

The Hearing Officer makes the following proposed findings of fact based on the record as a whole:

1. A Notice of Hearing to Show Cause was sent to Deborah Shields on August 28, 2007, informing her of the charges against her and setting a hearing date of October 11, 2007.

2. After notice was duly given, a Show Cause hearing was held on October 11, 2007 at the Department of Insurance, Securities and Banking, 810 First Street, NE, Washington, D.C. 20002. Charlotte Parker, Assistant Attorney General, represented the Government (hereinafter Petitioner). Deborah Shields (hereinafter Respondent) represented herself The hearing was conducted for the purpose of considering whether Respondent's license should be revoked based upon the charges and specifications enumerated in the Notice to Show Cause.

3. The first witness to testify on behalf of the Petitioner (DISB) was Ms. Sandra Truesdale, President of the Campbell Heights Residents Association (hereinafter "Association").

4. Ms. Truesdale testified that Advantra representatives met with residents of the Campbell Heights Senior Center (hereinafter "Center") to explain their company's products. There were two meetings, the first in January, 2007 that Ms. Truesdale did not attend, the second was in February, 2007 that she did attend (See, Government' s Exhibit #1). Ms. Truesdale indicated that the Respondent made remarks at the February meeting and that when questions were asked she turned it over to Nathaniel Reed, another Advantra representative. Ms. Truesdale said that Mr. Reed represented that two of the greatest advantages of the Advantra product was the dental and vision care and that there would be no co-pay. When these statements were made by Mr. Reed, Ms. Truesdale indicated that Respondent said nothing to refute them. Ms. Truesdale also testified that prior to the February meeting, she met with Respondent (on January 25, 2007) to sign her

application and was led to believe by Respondent that the product was Medicare Part C, was not an HMO, had no co-pay and the insurance covered some dental and vision care (See, Government's Exhibit #3). Ms. Truesdale was also led to believe by Respondent that her medical/medical procedure bills would be paid by the Advantra policy, but they were not. (See, Government's Exhibit #3). After the February, 2007 meeting with the residents of the Center, the Respondent told Ms. Truesdale that after researching certain documents, she discovered that the presentation was not accurate. Ms. Truesdale indicated at the conclusion of her testimony that her experiences with Advantra were not consistent with the Respondent's representations. (See, Government's Exhibit #4).

5. The next witness to testify on behalf of the Petitioner was Carolyn King, Senior Insurance Operation Specialist, in the Department of Insurance, Securities and Banking. Ms. King testified that she received a call from Mrs. Irene Holmes of the Center regarding concerns about the Advantra product. As a result of this call, Ms. King stated she researched the Advantra. product and Medicare Part C; and on June 4, 2007 she went to the Center and met with seventy (70) residents (See, Government's Exhibit *#5)* who told her the following regarding representations made by Respondent and Mr. Reed during their presentation concerning the Advantra product:

(1) The Advantra product was marketed as a supplement to Medicare Parts A and B (Medicare C) with inclusion of dental and optical benefits.
(2) They could maintain all relationships with physicians.
(3) They would incur no additional costs.
(4) Nothing would change.

6. Ms. King testified that after the June 4, 2007 meeting a letter (prepared by Colin G. van Niel, Senior Insurance Operations Specialist, DISB) (See, Government's Exhibit #6) was submitted to Coventry Health Care, Inc. (of which Advantra is an affiliate) in an attempt to resolve the complaints of the Center's residents. This first letter dated June 19, 2007 indicated that there were seventeen (17) complaints. A follow-up letter sent on June 25, 2007 (See, Government's Exhibit #8) indicated that the number of complaints increased to twenty (20). Ms. King then testified that on June 29, 2007, Coventry Health Care sent a response to Mr. van Niel's letters stating that pursuant to their investigation they determined that Respondent and Mr. Reed "misrepresented the Advantra Freedom Plan to the residents of Campbell Heights". Coventry also stated that they were terminating both of their contracts for cause and filed a report of this action with the District of Columbia Department of Insurance, Securities and Banking.

7. Ms. King also testified that Respondent received no commission for selling Medicare Parts A and B, but does receive commission for selling Medicare Part C. She stated that many of the residents of the Capital Heights Senior Center did not understand what benefits they received under the Advantra policy and those that did understand were livid because they were never told that there would be a co-pay or given the correct information regarding Medicare Part C. Furthermore, the residents felt that the Advantra agents knowingly misled them.

8. During cross-examination of Ms. King by Respondent she testified that after taking out Advantra policies the residents no longer had Medicare Part A and B and therefore their bills began to mount. She also stated that the Respondent and Mr. Reed worked in concert and that

both of them were present during the presentation of the Advantra product to the residents of the Center.

9. The next witness to testify for the Petitioner was Andres Izaguirre, Fraud Investigator for the Department of Insurance, Securities and Banking (DISB). He testified he began a fraud investigation of complaints emanating from the Center after receiving a referral from the Consumer Services Division of DISB on June 26, 2007. Mr. Izaguirre's testimony essentially confirmed the earlier testimony of Ms. King. He stated that initially 3 (three) complaints were received and 17 (seventeen) more followed. Mr. Izaguirre testified that Coventry Health Care made an investigation of the complaints from the Center and determined that the Respondent and Mr. Reed had engaged in deceptive sales practices. Coventry took action and terminated both individuals for cause (See, Government's Exhibit #10).

10. The Respondent made no objections to the evidence submitted by the Petitioner. Respondent represented herself and was her only witness. The Respondent requested that several documents be moved and made a part of the record (See, Respondent's Exhibits I to 4). The documents were accepted into the record with no objection by Petitioner.

11. Respondent began her case in chief by stating that she had no knowledge of the Coventry Health Plan investigations and presented her first exhibit, (Respondent's Exhibit #1) her "Notice to Show Cause Response". The response refutes all of the allegations in the Respondent's Notice to Show Cause. As to Charge I, Respondent indicates in Respondent's Exhibit #1 that she is only responsible for setting up the presentation and that she did not speak during the Open Enrollment presentation, therefore she contends that she did not make statements which misrepresented the benefits, advantages, conditions & terms of the Advantra Freedom PFFS Plan. As to Charge II, Respondent states in Respondent's Exhibit #1 that she did not misrepresent any of the insurance contracts. As to Charge III, Respondent states in Respondent's Exhibit #1 that the allegation that she used dishonest practices or demonstrated incompetence in the conduct of business in D.C. "is fraudulent and a defamation of character". Respondent presented no evidence or testimony (either from herself or witnesses) to corroborate her denial of Respondent's allegations.

12. Petitioner's witness, Ms. Sandra Truesdale, testified that Respondent made statements at the February, 2007 meeting at the Center, as well as at a meeting between Respondent and her on January 25, 2007, that she later discovered were not true. Specifically, Ms. Truesdale testified that Respondent made remarks at the February, 2007 meeting and Mr. Nathaniel Reed (another Advantra representative) answered residents' questions and told them that the greatest advantage of the plan was the dental and vision care and that there would be no co-pay. Ms. Truesdale indicated that when Mr. Reed made these statements, Respondent said nothing to refute them and that in fact during a meeting between she and Respondent on January 25, 2007, Respondent led her to believe that the product was Medicare Part C, was not an HMO, had no co-pay, dental and vision were covered and that her medical/medical procedure bills would be paid by Advantra. Ms. Truesdale later found out that all of these representations were untrue. (See, Government's Exhibit #3).

13. Petitioner's witness, Ms. Carolyn King corroborated Ms. Truesdale's testimony regarding the Respondent's representations about the Advantra product to the residents of the Center. Ms.

King stated that during a meeting with seventy (70) residents of the Center they told her the Respondent and her colleague (Mr. Nathaniel Reed) told them the following:

(1) The Advantra product was marketed as a supplement to Medicare Parts A and B (Medicare C) with inclusion of dental and optical benefits.
(2) They could maintain all relationships with physicians.
(3) They would incur no additional costs.
(4) Nothing would change.

Respondent denied Petitioner's allegations, but presented no credible evidence or testimony to support her contention.

14. In the instant case, Petitioner presented no testimony or evidence that Respondent intentionally misrepresented the terms of an actual or proposed insurance contract or application of insurance. Nor did Respondent's testimony or evidence reveal that she intentionally or purposefully misrepresented the terms of an actual or proposed insurance contract or application of insurance.

15. Petitioner's witness, Ms. Truesdale presented overwhelming testimony that Respondent presented false information regarding the Advantra product. Respondent told Ms. Truesdale that the product was Medicare Part C, was not an HMO, had no co-pay, covered some dental and vision care and that the policy would pay her medical bills. Ms. Truesdale testified her experiences with the Advantra policy were inconsistent with these representations and that she later discovered these representations were not true. (Also see the corroborating testimony of Ms. Carolyn King under "Evaluation".) Respondent presented no testimony or evidence to rebut these allegations.

16. Petitioner's witness, Ms. Truesdale presented overwhelming testimony that Respondent was unqualified to present the Advantra product. What was most significant was Ms. Truesdale's statement that Respondent told her after the February, 2007 meeting with the residents of the Center, she researched certain documents and discovered that the presentation was not accurate. Respondent presented no testimony or evidence to rebut this allegation.

17. Petitioner's witness, Ms. Truesdale testified about Respondent's representations to her in their January 25, 2007 meeting and that she hater discovered the Respondent's representations were not true. (See above discussion under "Dishonest Practices"). (See, Government's Exhibit #4) This testimony revealed that the prospective insured could not trust or rely on Respondent's representations in the conduct of her business in the District of Columbia and that therefore Respondent was untrustworthy. Respondent presented no credible testimony or evidence to rebut Petitioner's contentions on this issue.

18. Petitioner presented substantial evidence and testimony that Respondent on more than one occasion misrepresented the terms of the Advantra product to Ms. Truesdale and other residents of the Campbell Heights Senior Center and in so doing, used dishonest practices and demonstrated incompetence and untrustworthiness in the conduct of business in the District of Columbia. Respondent presented no credible evidence or testimony to refute Petitioner's

allegations on these issues.

FINAL CONCLUSIONS OF LAW

After a careful evaluation of the evidence and proposed findings of fact, the Hearing Officer concludes, as a matter of law and makes the following proposed conclusions of law:

1. Respondent violated D.C Official Code §31-2231.03(1) by making statements at a sales presentation that misrepresented the benefits, advantages, conditions and terms of a policy.

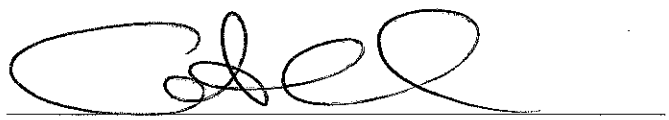
2. Respondent violated D.C. Official Code §31-1131.12(a)(8) by engaging in dishonest practices, demonstrating incompetence and being untrustworthy in the conduct of business in the District of Columbia.

3. Respondent did not intentionally misrepresent the terms of a proposed insurance contract in violation of D.C. Official Code §31-1131.12(a)(5).

4. Respondent violated D.C. Official Code § 31-2231.03(1) and D.C. Official Code §31-1131.12(a) (8) and therefore her insurance producer's license may be revoked pursuant to D.C. Official Code §31-1131.12(a).

FINAL ORDER

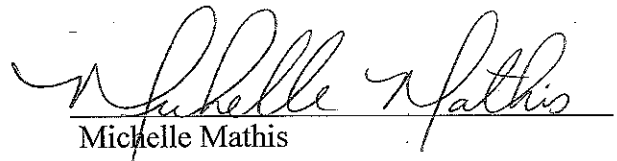
IT IS HEREBY ORDERED that the license of Deborah Shields is **HEREBY REVOKED** for violations of D.C Official Code § 31-1131.12(a)(8) and D.C Official Code § 31-2231.03(1).



Gennet Purcell
Acting Commissioner
Department of Insurance, Securities and Banking
Dated: This 21st day of October, 2009.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Decision and Order was sent by Certified U.S. Mail, return receipt requested, to Deborah Shields, 800 Kenilworth Ave., N.E.., Apt. 312 Washington, D.C. 20019, on this 21st day of October, 2009.



Michelle Mathis
Paralegal Specialist