

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

DEPARTMENT OF FINANCIAL)
SERVICES,)
)
Petitioner,)
)
vs.) Case No. 09-1209PL
)
JOAN LORRAINE DRAGONE,)
)
Respondent.)
_____)

RECOMMENDED ORDER

Pursuant to notice, a formal hearing was held in this case before Larry J. Sartin, an Administrative Law Judge of the Division of Administrative Hearings, on May 13, 2009, by video teleconference between sites in Lauderdale Lakes and Tallahassee, Florida.

APPEARANCES

For Petitioner: David J. Busch, Senior Attorney
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For Respondent: Christopher A. Grillo, Esquire
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STATEMENT OF THE ISSUES

The issues in this case are whether Respondent, Joan Lorraine Dragone, committed the offenses alleged in an Amended

Administrative Complaint, issued by Petitioner, the Department of Financial Services and, if so, what penalty should be imposed.

PRELIMINARY STATEMENT

On or about August 14, 2007, Petitioner issued a one-count Administrative Complaint, Petitioner's Case No. 87611-07-AG, alleging that Joan Lorraine Dragone had violated certain statutory provisions governing the conduct of Florida insurance agents. On or about August 31, 2007, Respondent executed an Election of Rights form which she filed with Petitioner requesting a formal hearing to contest the allegations of fact contained in the Administrative Complaint.

A copy of the Administrative Complaint and Respondent's Election of Rights form were filed by Petitioner with the Division of Administrative Hearings on September 12, 2007. The matter was designated DOAH Case No. 07-4138PL and was assigned to the undersigned.

On February 26, 2008, the file in DOAH Case No. 07-41389PL was closed and jurisdiction was relinquished to Petitioner because of criminal charges which were pending against Respondent. Those charges prevented Respondent from effectively defending against the charges in this case until the criminal charges were disposed of.

On March 6, 2009, Petitioner filed Petitioner's Motion to Reassume Jurisdiction and Reset Final Hearing. Petitioner represented that the criminal proceedings had been concluded. Petitioner also filed an Amended Administrative Complaint dated March 6, 2009. The Amended Administrative Complaint added an additional count to the original Administrative Complaint. The matter was reopened as DOAH Case No. 09-1209PL.

By Notice of Hearing by Video Teleconference entered March 20, 2009, the final hearing was scheduled for May 13, 2009.

At the final hearing Petitioner presented the testimony of Hemchand Parmanand, Jose Corilloclla, Delphia Guerra, and John Howard Swope. Petitioner had 12 Exhibits admitted, including the deposition testimony of Suresh Parmanand. Respondent testified on her own behalf and had three Exhibits admitted.

The two-volume Transcript of the final hearing was filed on June 1, 2009. By Notice of Filing Transcript issued the same day, the parties were informed that their proposed recommended orders were due on or before June 29, 2009. On June 12, 2009, Petitioner filed a Motion for Extension of Time to File Proposed Recommended Order. That Motion was granted, extending the time for filing proposed recommended orders to July 28, 2009.

On July 27, 2009, Petitioner filed a Proposed Recommended Order. This post-hearing submittal has been fully considered in

rendering this Recommended Order. No post-hearing submittal has been filed for Respondent.

On August 3, 2009, counsel for Respondent filed a Motion to Withdraw. That Motion was granted by Order entered August 13, 2009.

The events at issue in this case were alleged to have taken place between 2002 and 2005, primarily in 2004. All references to the Florida Statutes will be to the codification applicable at the time the event at issue took place unless otherwise noted.

FINDINGS OF FACT

A. The Parties.

1. Petitioner, the Department of Financial Services (hereinafter referred to as the "Department"), is the agency of the State of Florida charged with the responsibility for, among other things, the investigation and prosecution of complaints against individuals licensed to conduct insurance business in Florida. Ch. 626, Fla. Stat.

2. Respondent Joan Lorraine Dragone is currently and was at the times relevant, licensed in Florida as a Health (2-40) and General Lines (Property & Casualty)(2-20) insurance agent. Ms. Dragone was first licensed in December 1992.

3. Ms. Dragone's license identification number is A071793.

4. At all relevant times, Ms. Dragone operated and owned All Neighbors Discount Insurance, Inc. (hereinafter referred to as "All Neighbors"). Ms. Dragone is and was the president and a director of All Neighbors. All Neighbors' principal address is 7116 Stirling Road, Davie, Florida 33024.

5. Ms. Dragone, who was first licensed by the Department in December 1992, has worked in the insurance business for approximately 23 years. Part of that time she worked with her sister, Nancy Rice, who also became a licensed insurance agent. Ms. Rice left All Neighbors in April 2004.

B. Employment of Jose Corilloclla.

6. Sometime in 1997, Jose Corilloclla, a native of Peru, was employed at All Neighbors. Mr. Corilloclla, who was an illegal alien at the time, was paid weekly in cash at an hourly rate of \$6.00. Although Ms. Dragone denied knowledge of Mr. Corilloclla's status and employment, it is inferred that she had knowledge that he was not legally in the United States.

7. Initially, Mr. Corilloclla was employed as a file clerk and to do odd jobs for All Neighbors. Mr. Corilloclla also acted as an interpreter of Spanish-speaking customers for All Neighbors.

8. After Ms. Rice's departure in April 2004, Mr. Corilloclla was employed full-time at All Neighbors until

his departure in 2005. Ms. Dragone was his only supervisor during this time.

9. While directly under Ms. Dragone's supervision, Mr. Corilloclla usually arrived at the office at about 10:00 a.m. and departed at about 6:00 p.m. On most days, Ms. Dragone began work at approximately 11:00 to 11:30 a.m. On occasion, Ms. Dragone did not arrive until noon. Ms. Dragone also, on occasion, would leave the office for an hour or more during the afternoon. On all of these occasions, Mr. Corilloclla was left alone, unsupervised, at All Neighbors.

10. From at least April 2004 until his departure, Mr. Corilloclla's duties at All Neighbors increased dramatically. Mr. Corilloclla answered the telephone and met with customers, describing the benefits of insurance coverage, giving interpretations of insurance coverage and/or policies, describing the terms of insurance coverage, including premiums, inviting customers to contract for insurance, quoting premiums and binding coverage, recommending insurance options, and completing applications. Mr. Corilloclla also conducted vehicle inspections. Mr. Corilloclla generally held himself out to be an insurance agent.

11. At some time after April 2004, Ms. Dragone encouraged Mr. Corilloclla to obtain an insurance license. While Mr. Corilloclla began the process of obtaining a license,

completing approximately eight of a 40-hour insurance agent course, he did not complete the process. As the agent in charge, Ms. Dragone agreed to supervise Mr. Corilloclla during the process of obtaining his license.

12. Ms. Dragone's testimony that Mr. Corilloclla's activities after April 2004 were limited to those for which she fully supervised him was not credible. Mr. Corilloclla, having been with All Neighbors since 1997, had learned how the business operated and Ms. Dragone simply allowed him to operate as if he were already an insurance agent, essentially unsupervised.

C. Suresh Parmanand's Automobile Insurance Purchase.

13. In 2002, Suresh Parmanand (hereinafter referred to as "Suresh"), a resident of New York, purchased a 2002 Mercedes-Benz S430 (hereinafter referred to as the "Vehicle") from somewhere in Virginia (Suresh was unable to recall where exactly in Virginia the purchase took place). The Vehicle was a used one.

14. Suresh decided to insure the Vehicle in Florida, at least in part, because of lower insurance rates than he could obtain in New York.

15. Utilizing his brother's name, Hemchand Parmanand (hereinafter referred to as "Hemchand"), and his brother's Florida address, Suresh obtained insurance for the Vehicle through All Neighbors. Suresh insured the Vehicle by telephone

conversations with Mr. Corilloclla, who also obtained a Florida title in the name of Hemcharnd for the Vehicle for Suresh.

16. After speaking with Mr. Corilloclla by telephone about insuring the Vehicle, Mr. Corilloclla, who was fully aware that the vehicle was located in New York, had never been in Florida, and would not be located in Florida, completed an application for insurance from Gainsco Insurance Group (hereinafter referred to as "Gainsco").

17. Mr. Corilloclla filled out a Gainsco application for insurance on the Vehicle, signing it with Hemchand's name as applicant, Ms. Dragone's name as agent, and binding the insurance effective December 18, 2004. While an explanation as to why it took approximately two years to bind the coverage was given, like many issues surrounding Suresh's questionable automobile insurance dealings, that explanation was not convincing enough on which to make a finding.

18. Mr. Corilloclla also completed a Vehicle Pre-insurance Inspection Form, signing Hemchand's name and Ms. Dragone's name. No inspection was ever conducted by Mr. Corilloclla or Ms. Dragone.

19. Suresh paid for the insurance with three separate, sequentially numbered checks dated the same day and all made payable to Mr. Corilloclla. Mr. Corilloclla deposited those checks into his personal bank account, keeping part of the

payments (approximately \$200.00) for himself, and placed the premium with the application for insurance at All Neighbors.

20. The application and premium were processed by Ms. Dragone. While the evidence failed to prove clearly and convincingly that Ms. Dragone was fully aware of the nature of this transaction, she was aware that Mr. Corilloclla had obtained the insurance and had signed the documentation on her behalf.

21. Ms. Dragone, at the time of the foregoing transaction, had an agency agreement with National Specialty Lines, the Managing General Agent subsidiary of Gainsco. Pursuant to that agreement, Ms. Dragone was appointed and authorized to solicit and submit applications for insurance, and to deliver policies and binders consistent with the insurance company's underwriting guidelines. Those guidelines limited the binding of coverage to Ms. Dragone and required that she conduct the vehicle inspection and complete and sign the inspection form. Ms. Dragone did not comply with either of these requirements.

22. Ultimately, the Vehicle was allegedly involved in an accident for which Suresh submitted an insurance claim. As a result of the claim, an investigation was begun by Gainsco Insurance Group which led to the discovery that the Vehicle had been fraudulently insured.

CONCLUSIONS OF LAW

A. Jurisdiction.

23. The Division of Administrative Hearings has jurisdiction over the subject matter of this proceeding and of the parties thereto pursuant to Sections 120.569 and 120.57(1), Florida Statutes (2009).

B. The Burden and Standard of Proof.

24. The Department seeks to impose penalties against Ms. Dragone through the Amended Administrative Complaint that includes mandatory and discretionary suspension or revocation of her licenses. Therefore, the Department has the burden of proving the specific allegations of fact that support its charges by clear and convincing evidence. See Department of Banking and Finance, Division of Securities and Investor Protection v. Osborne Stern and Co., 670 So. 2d 932 (Fla. 1996); Ferris v. Turlington, 510 So. 2d 292 (Fla. 1987); and Pou v. Department of Insurance and Treasurer, 707 So. 2d 941 (Fla. 3d DCA 1998).

25. What constitutes "clear and convincing" evidence was described by the court in Evans Packing Co. v. Department of Agriculture and Consumer Services, 550 So. 2d 112, 116, n. 5 (Fla. 1st DCA 1989), as follows:

. . . [C]lear and convincing evidence requires that the evidence must be found to be credible; the facts to which the

witnesses testify must be distinctly remembered; the evidence must be precise and explicit and the witnesses must be lacking in confusion as to the facts in issue. The evidence must be of such weight that it produces in the mind of the trier of fact the firm belief or conviction, without hesitancy, as to the truth of the allegations sought to be established. Slomowitz v. Walker, 429 So. 2d 797, 800 (Fla. 4th DCA 1983).

See also In re Graziano, 696 So. 2d 744 (Fla. 1997); In re Davey, 645 So. 2d 398 (Fla. 1994); and Walker v. Florida Department of Business and Professional Regulation, 705 So. 2d 652 (Fla. 5th DCA 1998)(Sharp, J., dissenting).

C. The Department's Charges.

26. Section 626.611, Florida Statutes, mandates that the Department suspend or revoke the license of any insurance agent if it finds that the agent has committed any of a number of acts specified in that Section.

27. Section 626.621, Florida Statutes, gives the Department the discretion to suspend or revoke the license of any insurance agent if it finds that the agent has committed any of a number of acts specified in that Section.

28. The Amended Administrative Complaint in this case contains two counts. In Count I, it is alleged that Ms. Dragone violated the following statutory provisions: Sections 626.611(7) and (9), Florida Statutes, and 626.621(6), Florida Statutes.

29. In Count II, it is alleged that Ms. Dragone committed the following disciplinable offenses: Section 626.611(7), (8), and (13), Florida Statutes; and Section 662.621(2), (3), and (12), Florida Statutes. Some of those offenses are predicated upon the alleged failure of Ms. Dragone to adhere to the requirements of other statutory and rule provisions, in particular: Section 626.0428, Florida Statutes (Count II (d)); Section 626.112(1)(a) and (b), and (2), Florida Statutes (Count II (a), (b), and (c)); Section 626.611(7), (8), and (13), Florida Statutes (Count II (g), (h), (i)); Section 626.621(2), (3), and (12), Florida Statutes (Count II (j), (k), and (l)); and Florida Administrative Code Rule 69B-222.060 (Count II (d)).

D. Count I (Suresh Parmanand's Automobile Insurance Purchase).

30. Section 626.611, Florida Statutes, provides, relevant to Count I, the following:

The department shall . . . suspend, revoke, or refuse to renew or continue the license or appointment of any applicant, agent, title agency, adjuster, customer representative, service representative, or managing general agent, and it shall suspend or revoke the eligibility to hold a license or appointment of any such person, if it finds that as to the applicant, licensee, or appointee any one or more of the following applicable grounds exist:

. . . .

(7) Demonstrated lack of fitness or trustworthiness to engage in the business of insurance.

. . . .

(9) Fraudulent or dishonest practices in the conduct of business under the license or appointment.

31. Section 626.621(6), Florida Statutes, provides, relevant to Count I:

The department may, in its discretion, deny an application for, suspend, revoke, or refuse to renew or continue the license or appointment of any applicant, agent, adjuster, customer representative, service representative, or managing general agent, and it may suspend or revoke the eligibility to hold a license or appointment of any such person, if it finds that as to the applicant, licensee, or appointee any one or more of the following applicable grounds exist under circumstances for which such denial, suspension, revocation, or refusal is not mandatory under s. 626.611:

(6) In the conduct of business under the license or appointment, engaging in unfair methods of competition or in unfair or deceptive acts or practices, as prohibited under part IX of this chapter, or having otherwise shown himself or herself to be a source of injury or loss to the public or detrimental to the public interest.

. . . .

32. The evidence in this case proved clearly and convincingly that Mr. Corilloclla fraudulently placed insurance on the Vehicle, knowing that the Vehicle was located outside the State of Florida, without inspecting it, and by fraudulently

completing and signing the documentation necessary to obtain the insurance. Clearly, Mr. Corilloclla's conduct, were he a licensed agent, would have constituted a violation of Section 626.611(7) and (9), Florida Statutes. The evidence also proved that his conduct would have constituted a violation of Section 626.621(6), Florida Statutes.

33. As an employee under the direct and sole supervision of Ms. Dragone, Mr. Corilloclla's conduct is attributable to her pursuant to Section 626.734, Florida Statutes:

Corporations, liability of agent.--Any general lines insurance agent who is an officer, director, or stockholder of an incorporated general lines insurance agency shall remain personally and fully liable and accountable for any wrongful acts, misconduct, or violations of any provisions of this code committed by such licensee or by any person under his or her direct supervision and control while acting on behalf of the corporation. Nothing in this section shall be construed to render any person criminally liable or subject to any disciplinary proceedings for any act unless such person personally committed or knew or should have known of such act and of the facts constituting a violation of this chapter.

34. Pursuant to the foregoing provision, Ms. Dragone is, as the only agent who was an officer or director of All Neighbors, "personally and fully liable and accountable for any wrongful acts, misconduct, or violations of any provisions of this code" committed by Mr. Corilloclla.

35. Additionally, the evidence proved clearly and

convincingly that Ms. Dragone's own conduct demonstrated a "lack of fitness or trustworthiness to engage in the business of insurance" in violation of Section 626.611(7), Florida Statutes.

36. The evidence failed to prove that Ms. Dragone personally violated Section 626.611(9) or 626.621(6), Florida Statutes. The evidence simply failed to prove that she was aware of Mr. Corilloclla's fraudulent placement of insurance on the Vehicle. It cannot, therefore, be found that she acted with the same fraudulent or dishonest intent as Mr. Corilloclla.

37. Based upon the foregoing, it is concluded that Ms. Dragone, as alleged in Count I of the Amended Administrative Complaint, violated Section 626.611(7), Florida Statutes, by her own conduct, and, pursuant to Section 626.734, Florida Statutes, is responsible for Mr. Corilloclla's violations of Sections 626.611(7) and (9), and 626.621(6), Florida Statutes

E. Count II (Employment of Jose Corilloclla).

38. Section 626.611, Florida Statutes, provides, relevant to Count II, the following grounds for discipline:

(7) Demonstrated lack of fitness or trustworthiness to engage in the business of insurance.

(8) Demonstrated lack of reasonably adequate knowledge and technical competence to engage in the transactions authorized by the license or appointment.

. . . .

(13) Willful failure to comply with, or willful violation of, any proper order or rule of the department or willful violation of any provision of this code.

39. Section 626.621, Florida Statutes, provides, relevant to Count II, the following grounds for discipline:

(2) Violation of any provision of this code or of any other law applicable to the business of insurance in the course of dealing under the license or appointment.

(3) Violation of any lawful order or rule of the department, commission, or office.

. . . .

(12) Knowingly aiding, assisting, procuring, advising, or abetting any person in the violation of or to violate a provision of the insurance code or any order or rule of the department, commission, or office.

40. The evidence proved clearly and convincingly that, due to her inadequate supervision of Mr. Corilloclla, Ms. Dragone violated Sections 626.611(7) and 626.621(12), Florida Statutes. The evidence failed to prove, however, that she violated Section 626.611(8), Florida Statutes.

41. The evidence also proved clearly and convincingly that, due to her own conduct, Ms. Dragone violated Sections 626.611(7) and 626.621(12), Florida Statutes. The evidence

failed to prove, however, that she violated Section 626.611(8), Florida Statutes.

42. Whether Ms. Dragone committed the other alleged violations of Count II (Sections 626.611(13) and 626.621(2) and (3), Florida Statutes) is dependent upon whether she failed to comply with the provisions of statutes and rules alleged in the Amended Administrative Complaint, or allowed Mr. Corilloclla to fail to comply with those cited provisions.

42. In support of the allegation of Count II that Ms. Dragone violated Sections 626.611(13) and 626.621(2) and (3), Florida Statutes, it is first alleged that she violated Section 626.112(1) and (2), Florida Statutes, which provides:

(1)(a) No person may be, act as, or advertise or hold himself or herself out to be an insurance agent, insurance adjuster, or customer representative unless he or she is currently licensed by the department and appointed by an appropriate appointing entity or person.

(b) Except as provided in subsection (6) or in applicable department rules, and in addition to other conduct described in this chapter with respect to particular types of agents, a license as an insurance agent, service representative, customer representative, or limited customer representative is required in order to engage in the solicitation of insurance. For purposes of this requirement, as applicable to any of the license types described in this section, the solicitation of insurance is the attempt to persuade any person to purchase an insurance product by:

1. Describing the benefits or terms of insurance coverage, including premiums or rates of return;
2. Distributing an invitation to contract to prospective purchasers;
3. Making general or specific recommendations as to insurance products;
4. Completing orders or applications for insurance products;
5. Comparing insurance products, advising as to insurance matters, or interpreting policies or coverages; or
6. Offering or attempting to negotiate on behalf of another person a viatical settlement contract as defined in s. 626.9911.

(2) No agent or customer representative shall solicit or otherwise transact as agent or customer representative, or represent or hold himself or herself out to be an agent or customer representative as to, any kind or kinds of insurance as to which he or she is not then licensed and appointed.

43. Secondly, it is alleged that Ms. Dragone failed to comply with the requirements of Section 626.0428, Florida Statutes, which provides:

Agency personnel powers, duties, and limitations.-

(1) An individual employed by an agent or agency on salary who devotes full time to clerical work, with incidental taking of insurance applications or quoting or receiving premiums on incoming inquiries in the office of the agent or agency, is not deemed to be an agent or customer representative if his or her compensation does not include in whole or in part any commissions on such business and is not related to the production of applications, insurance, or premiums.

(2) No employee of an agent or agency may bind insurance coverage unless licensed and appointed as a general lines agent or customer representative.

(3) No employee of an agent or agency may initiate contact with any person for the purpose of soliciting insurance unless licensed and appointed as a general lines agent or customer representative.

44. Thirdly, it is alleged that Ms. Dragone failed to comply with the requirements of Florida Administrative Code Rule 69B-222.060, which provides:

Unlawful Activities by Unlicensed Insurance Agency Personnel.

The following actions are never allowable by unlicensed personnel.

(1) Comparing insurance products; advising as to insurance needs or insurance matters; or interpreting policies or coverages.

(2) Binding new, additional, or replacement coverage for new or existing customers; or binding coverage on or recording additional property under existing policies.

(3) Soliciting the sale of insurance by telephone, in person, or by other communication. However, the unlicensed person may telephone persons to set appointments for licensed and appointed agents, customer representatives, or solicitors, or to obtain basic policy information as to existing insurance coverage. The unlicensed person may not engage in a substantive discussion of insurance products.

45. Fourthly, it is alleged that Ms. Dragone failed to comply with the requirements of Section 626.7315, Florida Statutes, which provides:

Prohibition against the unlicensed transaction of general lines insurance.--

With respect to any line of authority as defined in s. 626.015(5), no individual shall, unless licensed as a general lines agent:

(1) Solicit insurance or procure applications therefor;

(2) In this state, receive or issue a receipt for any money on account of or for any insurer, or receive or issue a receipt for money from other persons to be transmitted to any insurer for a policy, contract, or certificate of insurance or any renewal thereof, even though the policy, certificate, or contract is not signed by him or her as agent or representative of the insurer, except as provided in s. 626.0428(1);

(3) Directly or indirectly represent himself or herself to be an agent of any insurer or as an agent, to collect or forward any insurance premium, or to solicit, negotiate, effect, procure, receive, deliver, or forward, directly or indirectly, any insurance contract or renewal thereof or any endorsement relating to an insurance contract, or attempt to effect the same, of property or insurable business activities or interests, located in this state;

(4) In this state, engage or hold himself or herself out as engaging in the business of analyzing or abstracting insurance policies or of counseling or advising or giving opinions, other than as a licensed attorney at law, relative to insurance or insurance contracts, for fee, commission, or other compensation, other than as a salaried bona fide full-time employee so counseling

and advising his or her employer relative to the insurance interests of the employer and of the subsidiaries or business affiliates of the employer;

(5) In any way, directly or indirectly, make or cause to be made, or attempt to make or cause to be made, any contract of insurance for or on account of any insurer;

(6) Solicit, negotiate, or in any way, directly or indirectly, effect insurance contracts, if a member of a partnership or association, or a stockholder, officer, or agent of a corporation which holds an agency appointment from any insurer; or

(7) Receive or transmit applications for suretyship, or receive for delivery bonds founded on applications forwarded from this state, or otherwise procure suretyship to be effected by a surety insurer upon the bonds of persons in this state or upon bonds given to persons in this state.

46. The evidence proved clearly and convincingly that Mr. Corilloclla committed most, if not all, of the acts prohibited in Section 626.112(1) and (2), Florida Statutes; Section 626.0428(2) and (3), Florida Statutes; Florida Administrative Code Rule 69B-222.060; and Section 626.7315, Florida Statutes. The commitment of those prohibited acts in turn constitutes a violation of Sections 626.611(13) and 626.621(2) and (3), Florida Statutes.

47. The evidence also proved clearly and convincingly that Ms. Dragone, by her lack of supervision, allowed Mr. Corilloclla to commit the foregoing prohibited acts. Pursuant to Section 626.734, Florida Statutes, as Mr. Corilloclla's supervising

agent, Ms. Dragone is therefore responsible for Mr. Corilloclla's violations of statutes and rules.

48. Based upon the foregoing, it is concluded that Ms. Dragone, as alleged in Count II of the Amended Administrative Complaint, violated Sections 626.611(7) and 626.621(12), Florida Statutes, by her own conduct, and, pursuant to Section 626.734, Florida Statutes, is responsible for Mr. Corilloclla's violations of Section 626.611(7), Florida Statutes. She is also responsible for his failure to adhere to Sections 626.0428, 626.112(1) and (2), 626.611(7), and 626.7315, Florida Statutes, and Florida Administrative Rule 69B-222.060, which in turn, constitutes a violation of Sections 626.611(13) and 626.621(2) and (3), Florida Statutes.

F. The Appropriate Penalty.

49. The appropriate penalty to be imposed upon Ms. Dragone is governed by Florida Administrative Code Rule Chapter 69B-231. The Department, in its Proposed Recommended Order, has adequately and correctly discussed the appropriate penalty in this case, a suspension of Ms. Dragone's license of between 18 and 24 months.

RECOMMENDATION

Based on the foregoing Findings of Fact and Conclusions of Law, it is RECOMMENDED that a final order be entered by the Department finding that Joan Lorraine Dragone violated the

provisions of Chapter 626, Florida Statutes, described more fully in this Recommended Order; dismissing all other charges; and suspending her license and appointment for a period of between 18 and 24 months.

DONE AND ENTERED this 21st day of August, 2009, in Tallahassee, Leon County, Florida.



LARRY J. SARTIN
Administrative Law Judge
Division of Administrative Hearings
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Filed with the Clerk of the
Division of Administrative Hearings
this day 21st day of August, 2009.

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NOTICE OF RIGHT TO SUBMIT EXCEPTIONS

All parties have the right to submit written exceptions within 15 days from the date of this Recommended Order. Any exceptions to this Recommended Order should be filed with the agency that will issue the Final Order in this case.