

BEFORE THE INSURANCE DIVISION OF THE STATE OF IOWA

IN THE MATTER OF )  
SONYA ACKERSON, ) Division Case No. 110992  
NPN 6868612, ) DIA Case No. 22IID0001  
DOB 09/24/XXXX, )  
and ) **FINAL ORDER**  
THE SONYA GROUP, LLC F/K/A )  
ADVOCATE 4 THE AGING, LLC, )  
Respondents. )

NOW THEREFORE, the Commissioner takes up for consideration the attached Findings of Fact, Conclusions of Law, and Order of Administrative Law Judge Rachel Morgan of the Iowa Department of Inspections and Appeals shown as filed on April 18, 2022.

IT IS ORDERED that the Commissioner has reviewed the record and adopts Judge Morgan’s findings of fact, conclusions of law and orders as my own final decision.

SO ORDERED this 10th day of May, 2022.



DOUGLAS M. OMMEN  
Iowa Insurance Commissioner

Copies via email to app parties of record.

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing instrument was served upon all parties to the above cause, or their attorney, at their respective addresses disclosed on the pleadings on May 10, 2022.

By:  First Class Mail  Personal Service  
 Restricted certified mail, return receipt  Email  
 Certified mail, return receipt  \_\_\_\_\_

Signature: /s/ Hilary Foster  
Hilary Foster

**BEFORE THE IOWA DEPARTMENT OF INSPECTIONS AND APPEALS**

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IN THE MATTER OF

SONYA ACKERSON,  
NPN 6868612,  
DOB 09/24/XXXX,

and

THE SONYA GROUP, LLC F/K/A  
ADVOCATE 4 THE AGING, LLC,

Respondents.

Case No. 22IID0001  
Division Case No. 110992

**FINDINGS OF FACT,  
CONCLUSIONS OF LAW, AND  
ORDER**

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**STATEMENT OF THE CASE**

On September 8, 2021, the Iowa Insurance Division (“Division”) issued a Statement of Charges against Respondents Sonya Ackerson (Ackerson) and The Sonya Group, LLC f/k/a Advocate 4 the Aging LLC, alleging the following counts:

Count I: Respondents are charged with violating Iowa Code section 522B.16 for failing to report an administrative action taken against Ackerson within thirty days of the final disposition of the order.

Count II: Respondents are charged with using dishonest practices or demonstrating untrustworthiness when Ackerson (1) failed to report the Iowa AG Consent Judgment to the Society of Certified Senior Advisors and falsely answered disclosure questions regarding her certification as a certified senior advisor; (2) provided life insurance beneficiary change documents to a person with questionable mental capacity to sign, and witnessed the signature thereof; and (3) served as a client’s POA and insurance agent in selling two insurance policies and earning commissions in the transactions.

Count III: Respondents are charged with engaging in a trade practice that is defined as an unfair method of competition, or an unfair or deceptive act or practice in the business of insurance by giving a reasonable consumer perception that Ackerson was securities licensed due to her website’s representations and her representations to the public that she was a “professional financial advisor extraordinaire”, and her representations to the Iowa Attorney General’s office that she engages in “financial case

management.” In addition, Respondent is charged with engaging in deceptive trade practices by exerting undue influence over Ms. N.B. when Respondent submitted NGL Life Insurance applications and associated documents in which she served as both Ms. N.B.’s General Power of Attorney and Ms. N.B.’s insurance agent.

The hearing was held on February 23, 2022. The state was represented by attorney Adam Kenworthy. Respondent Sonya Ackerson appeared and was represented by attorney Roy Leaf. This Tribunal has jurisdiction pursuant to Iowa Code section 505.28.

Arrangements were made at the hearing to hold the record open for the parties to submit post-hearing briefs on April 11, 2022. Both parties timely submitted post-hearing briefs.

The record in the case includes the following: the September 8, 2021 Statement of Charges and Respondent’s Answer. The record also includes State’s Exhibits 1 through 28 and Respondent’s Exhibits 1, 3-9. Additionally, the record includes the testimony of the following witnesses: David Sullivan, Market Regulation Bureau, Iowa Insurance Division, Sarah Masteller, Cynthia Letsch, and the Respondent.

### **FINDINGS OF FACT**

On September 9, 1997, Ackerson obtained her resident insurance producer license from the Division. She was assigned National Producer Number 6868612. Ackerson is the sole owner of the Sonya Group LLC, formerly known as Advocate for the Aging, LLC (A4A). On April 1, 2014, Ackerson obtained certification as a Certified Senior Advisor through the Society of Certified Senior Advisors (CSA).

In January 2020, the Division became involved with the Respondents after receiving a complaint filed by Sarah Masteller, an employee of Hamilton’s Funeral Home. The complaint involved concerns that Ackerson was having a women, SK, sign life insurance beneficiary change documents when SK did not have the mental capacity to sign such documents. Upon receiving the complaint, the Division conducted an investigation that revealed the following.

#### **A. Attorney General Complaint**

On February 12, 2018, the Iowa Attorney General filed a Petition against Ackerson and A4A alleging that Ackerson and A4A committed consumer fraud by engaging in deceptive and unfair acts, practices and omissions (the AG Petition). Specifically, the AG Petition alleged that Ackerson and A4A committed consumer fraud by failing to inform consumers that Ackerson was not licensed to provide advice regarding estate planning and she overstated her authority to provide assistance to consumers seeking veterans’

benefits. The AG Petition was also based, in part, on concerns that Ackerson distributed post-cards to consumers that described herself as a “Professional Financial Advisor Extraordinaire.” Ex. 5.

On February 4, 2019, Ackerson agreed to a Consent Judgment (“AG Consent Judgment”). As part of the AG Consent Judgment, Ackerson and A4A agreed to a \$7,500 civil penalty. In addition, Ackerson and A4A were ordered to not represent that Ackerson was an attorney, engage in the unauthorized practice of law, and not refer to Ackerson as a “Professional Financial Advisor Extraordinaire.” Ex. 6.

After entering into the AG Consent Judgment, Ackerson did not disclose the judgment to the Division. On August 19, 2019, Ackerson renewed her resident insurance producer license with the Division by submitting a Uniform Resident License Renewal (License Renewal). In her License Renewal, Ackerson answered “no” to questions regarding whether she had been involved in a proceeding related to her professional license and Ackerson did not attach a copy of the AG Consent Judgment to the license renewal as instructed. Ex. 1.

On February 24, 2021, the Society of Certified Senior Advisors (CSA) filed a complaint against Ackerson for failing to disclose the AG Consent Judgment to them and for answering “no” to questions regarding being a defendant in a civil actions relating to her professional or business conduct and whether she has been the subject of a governmental investigation or complaint. As a result of Ackerson’s failure to disclose the AG Consent Judgment, CSA revoked Ackerson’s CSA certification finding Ackerson’s actions in violation of its Code of Professional Responsibility, specifically the standards of honesty and professionalism. Exs. 7-8.

## **B. Consumer SK**

On December 13, 2019, Ackerson became acquainted with SK. Perry Lutheran Home emailed Ackerson with a copy of SK’s Medicaid application and asked Ackerson to contact SK’s sons. Ackerson was informed that SK had a diagnosis of dementia and was in Perry Lutheran Home’s memory care unit. On December 16, 2019, Ackerson emailed Perry Lutheran Home stating that “If we cannot locate any POA’s [Power of Attorney] then they [SK’s sons] will have to file for guardian and conservator. We simply cannot get any information from her life policies or any other item that may pop up until somebody has authority to do so.” Ex. 12.

On December 18, 2019, Ackerson met with SK’s sons. Ackerson’s handwritten notes from the meeting indicate that there were “no POA’s” and “need conservator + guardian.” Ex. 13. On that same date, December 18, 2019, Ackerson emailed SK’s son and requested him to “contact the Drake Legal Clinic and ask them if they have time to work on a guardian/conservatorship and how long will it take them to get it done.” Ex.

14. Ackerson specifically noted that the conservatorship would be considered an “involuntary guardian/conservatorship since [SK] doesn’t have a say right now.” *Id.*

Despite knowing that there was a need for a conservator or a guardian, in that same email, Ackerson requested that SK’s son have SK sign a letter that Ackerson drafted. The letter requested information from an insurance company regarding SK’s life insurance policy. The insurance company required SK’s signature before it would release information regarding SK’s policy. Ex. 15.

On January 9, 2020, Ackerson drafted and signed a fee agreement that set forth the “terms of engagement between Advocate 4 the Aging, LLC . . . and SK” SK’s name is identified on the parties’ signature line, but the document is not signed by SK . Rather, on the front page of the fee agreement there is a note written by Ackerson that says “never signed SK not able + no POA.” Ex. 16.

On January 16, 2020, Ackerson contacted Ms. Masteller with Hamilton’s Funeral Home regarding assigning SK’s insurance policy to the funeral home. Ms. Masteller reported that Ackerson represented herself as a social worker assisting a family whose mother, SK, was in a nursing home suffering from dementia. Ms. Masteller questioned Ackerson about having SK sign forms when SK had dementia and Ackerson replied “it is what it is.” Ackerson became very confrontational when Ms. Masteller and the funeral home would not help in the assignment of the life insurance policy. Ex. 9.

Later that same day, on January 16, 2020, Ackerson had SK sign an Oxford Life Insurance Company Change of Beneficiary Form changing her life insurance beneficiary to O’Leary Funeral & Cremation Services. Ackerson signed the document indicating that she had witnessed SK sign the form. Ex. 17.

Subsequently, Ackerson had SK sign three additional forms: (i) a letter to American Republic dated January 29, 2020 asking for information regarding her life insurance policy; (ii) an Iowa Department of Human Resources Form 470-5170 Health Care Coverage and Help Paying Cost Application dated February 17, 2020; and (iii) an Authorization for the Department to Release Information to Ackerson and A4A dated February 17, 2020. In total, Ackerson had SK sign at least two letters and four documents despite knowing that SK had been diagnosed with dementia and residing in a memory care unit.

On August 18, 2021, the Division interviewed Ackerson as part of its investigation. During her interview, Ackerson admitted that she knew that SK was in a memory care unit when she assisted SK and that SK “had some sort of diminished capacity.” Ex. 28. Ackerson initially indicated that she did not recall witnessing SK’s signature on any documents. However, when shown the Oxford Life Insurance Change of Beneficiary document where Ackerson signed as a witness, Ackerson admitted she was present at

the Perry Lutheran Home memory care unit when SK signed the document on January 16, 2020. Ex. 17. Ackerson then stated that she believed SK was “competent enough to sign what she signed” despite having also noted in her notes that SK was not able to sign documents and needed a POA.

### **C. Consumer NB**

On October 15, 2019, Ackerson was designated as NB’s POA. As NB’s POA, Ackerson had authority to act for NB in all financial decisions, including insurance and annuity transactions. Ackerson was also nominated to be NB’s conservator and guardian. Ex. 21.

On March 10, 2020, Ackerson submitted a National Guardian Life Insurance Company (NGL) Enrollment Form for Group Life Insurance application and associated forms on behalf of NB. The forms allowed NB to purchase a NGL Funeral Expense Trust. The application and all forms were signed by Ackerson as the POA for NB. However, Ackerson also signed the forms as the selling insurance agent. A4A and Ackerson received a commission of \$315.30 for the sale of the NGL Funeral Expense Trust to NG. Ex. 22, 24.

On May 20, 2020, Ackerson submitted a second Enrollment Form for group life insurance to NGL for NB to purchase a second NGL Funeral Expense Trust. The application and all forms were signed by Ackerson as POA for NB and Ackerson signed as the selling insurance agent. A4A and Ackerson again received a commission for the sale, this time totaling \$262.76. Ackerson received over \$578.06 in commissions from both transactions. Exs. 23-24.

During Ackerson’s August 18, 2021 interview with the Division, Ackerson indicated that she was currently serving as POA for six clients, but maintained that there was no conflict of interest. Ackerson refused to see a conflict of interest between her acting as N.B.’s POA, selling N.B. a product, and also receiving a commission from the sale. Ex. 28.

### **D. Ackerson’s Representations to the Public**

On September 6, 2018, Ackerson stated during a deposition with the Iowa Attorney General’s office that she provided “financial case management” to consumers. “Financial Case Management” is a term created by Ackerson for the work that she does for elderly individuals. Ex. 27. Ackerson describes her work as helping clients resolve health issues or other issues by looking at their finances to determine whether they have the resources to resolve their issues.

As of July 21, 2021, Ackerson’s The Sonya Group website describes her business as an independent Medicaid consulting firm and states the following:

“[Ackerson] spent 20 years as a financial advisor and owned her own investment company. This background helps [Ackerson] find unique solutions for even the most complex situations, while protecting individuals’ hard-earned assets. She also maintains her licenses.”

Notably, despite the website stating that Ackerson has licenses, Ackerson has only one license – an insurance producer license. She is not an attorney and she does not have a license to sell securities or offer financial planning advice or services. In addition, nowhere on Ackerson’s website does it state that Ackerson is a licensed insurance producer. Ex. 25.

On August 18, 2021, Ackerson was interviewed by the Division. Ackerson described the services she provides to Iowa consumers as being an “advocate” for such consumers. Ex. 28.

Based on the above, the Division filed a Statement of Charges alleging three counts against Ackerson: (1) Failure to report the AG Consent Judgment; (2) Using fraudulent, coercive or dishonest practices; and (3) Using unfair trade practices. Ackerson filed an Answer denying all allegations.

## **CONCLUSIONS OF LAW**

Iowa law grants wide discretion to a licensing authority such as the insurance commissioner. The Iowa Supreme Court has described this authority as “extremely broad.” *Burns v. Board of Nursing of State of Iowa*, 528 N.W.2d 602, 604 (Iowa 1995). Iowa courts have also held that because the purpose of statutory licensing schemes is to protect the public health, safety and welfare of the people of Iowa such statutes should be liberally construed. *In the matter of Michael Nulph*, Division Case No. 94689, November 7, 2017, 2017 WL 6504599 (Iowa Ins. Div.).

### **Count I: Failure to Report Attorney General Consent Judgment.**

The Division has the authority to oversee and issue licenses to insurance producers, or persons licensed to sell, solicit, or negotiate insurance. In that regard, Iowa law requires individuals to hold a license to sell insurance and to report certain actions to the Division. Iowa Code section 522B.16(1) provides as follows:

An insurance producer shall report to the commissioner any administrative action taken against the insurance producer in another jurisdiction or by another governmental agency in this state within thirty days of the final disposition of the matter. This report shall include a copy of the order, consent to the order, and other relevant legal documents.

Here, it is undisputed that Ackerson did not report the AG Consent Judgment to the Commissioner within 30 days. In addition, it is undisputed that Ackerson did not report the AG Consent Judgment in her August 2019 License Renewal and incorrectly answered questions regarding whether she had been involved in a proceeding regarding her license. Consequently, Ackerson's acts and practices are in violation of Iowa Code 522B.16.

Ackerson argues that she did not know that she was supposed to report the AG Consent Judgment to the Division and thus should not be found in violation of Iowa Code section 522B.16(1). However, it is well established that not having knowledge of the law is not a defense. *State v. Clark*, 346 N.W.2d 510, 512 (Iowa 1984) (finding that all persons are presumed to know that law and thus a defense based on a person's ignorance of the law is prohibited). Further, on Ackerson's August 19, 2019 license renewal form, it specifically requests that the applicant provide copies of any legal documents regarding proceedings related to the applicant's professional license. Ex. 1. Therefore, contrary to Ackerson's argument, she should have known that she needed to provide a copy of the AG Consent Judgment to the Division at the time she filled out her license renewal. Her failure to do so is a violation of Iowa Code section 522B.16(1).

## **Count II: Using Fraudulent, Coercive, or Dishonest Practices or Demonstrating Incompetence or Untrustworthiness**

Iowa Code section 522B.11(1)(h) prohibits an insurance producer from using "fraudulent, coercive, or dishonest practices, or demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business . . ." The Commissioner has interpreted "fraudulent practices" under Iowa Code section 522B broadly finding that Section 522B does not limit "fraudulent practices" to common law fraud or deceit, but includes "a broad class of conduct involving any method or degree of deception, fraud, false pretense, false promise, misrepresentation, false or misleading statements, and any concealment, suppression or omission of material fact with the intent to mislead." *In the matter of Trina M. Gomez*, No. 98904, 2019 WL 1971255, at 4 (Iowa Ins. Div., Jan. 16, 2019).

The Commissioner has also determined that the showing of incompetence in and of itself is a violation of Section 522B.11(1)(h) and authorizes revocation, suspension, or refusal of an insurance producer's license. The Commissioner has defined "competence" as "demonstrating the reasonable skill, care and diligence necessary to perform the duties and responsibilities of an insurance producer, which are relied upon by the public when dealing with a licensed individual acting under the imprimatur of the state of Iowa insurance professional license." *See In the Matter of Brock R. Devries*, No. 103128, 2021 WL 1202188, at 28-29 (Iowa Ins. Div. March 26, 2021).



In this case, the Division has alleged that Respondent used dishonest practices or demonstrated incompetence in three instances: (1) failing to report the Iowa AG Consent Judgment to the Society of Certified Senior Advisors (CSA) and providing untruthful answers on her CSA recertification form; (2) having an individual with questionable mental capacity sign life insurance beneficiary change documents; and (3) serving as both a client's power of attorney (POA) and insurance agent in a transaction where she sold the client two insurance policies and earned commissions from the transactions.

### **1. Failing to Report the AG Consent Judgment to CSA**

The Division argues that Ackerson's failure to report the AG Consent Judgment to CSA and falsely answering "no" to questions on her recertification form regarding whether she had been subject of a complaint constitutes a violation of Section 522B.11(1)(h). At hearing, Ackerson argued that her answers to the CSA questions regarding investigations and complaints was merely an oversight. Ackerson stated that, although she normally reads documents before completing them, she did not in this case and merely answered "no."

Here, there is no dispute that Ackerson failed to report the AG Consent Judgment to CSA and improperly answered questions regarding the AG Petition on her CSA recertification form. It is also undisputed that CSA revoked Ackerson's CSA certification for violating CSA Code of Professional Responsibility, specifically the standards of "honesty and professionalism." Ex. 7. Although Ackerson downplayed her conduct stating that she didn't find the CSA certification helpful to her, the fact remains that Ackerson either intentionally mislead CSA by incorrectly answering the questions, which constitutes dishonesty, or she failed to read the form before answering the questions, which constitutes incompetence. As an insurance producer, Ackerson should understand the importance of reading documents before answering questions or signing a document. Ackerson's failure to properly inform CSA of the AG Consent Judgment on her recertification form was dishonest or incompetence at best and constitutes a violation of Section 522B.11. *See Devries*, 2021 WL 1202188 at 28-20.

### **2. SK's Capacity to Sign Insurance Forms**

The Division argues that Ackerson further violated Section 522B.11(1)(h) by obtaining SK's signature on insurance beneficiary change forms when Ackerson knew that SK was diagnosed with dementia and had questionable legal capacity to understand the forms. In response, Ackerson argues that Section 522B.11(1)(h) does not apply in this case and, if it does, SK did not have diminished capacity.

**a. Section 522B.11(1)(h) is applicable to this case.**

Section 522B.11(1)(h) prohibits an insurance producer from using “fraudulent, coercive, or dishonest practices, or demonstrating incompetence, untrustworthiness, or financial irresponsibility in *the conduct of business . . .*” (Emphasis added). Ackerson argues that Section 522.B.11 does not apply to her transaction with SK because Ackerson was not paid for her services and therefore did not conduct “business.” By making this argument, Ackerson is advocating for a very narrow definition of business, *i.e.*, “business” can only occur if there is an exchange of payment. However, Iowa courts have not so narrowly defined “business” and the undersigned will not do so in this case. Rather, Iowa courts have defined “business” more broadly as an activity furthering one’s professional interest. *See State v. Fisher* 2002 WL 180826 (February 6, 2002) (defining business as “one’s work occupation or profession” and revolving around the idea that the individual engaging in business is seeking to advance his or her professional interest); *see also* Black’s Law Dictionary 136 (6<sup>th</sup> ed. 1991).

Here, Ackerson, in her capacity as an insurance producer, assisted SK with changing her life insurance beneficiary. As such, Ackerson engaged in an activity furthering her own profession and conducted business. Section 522B.11 applies to Ackerson’s transaction with SK.

**b. SK’s Mental Capacity**

In regards to whether Ackerson violated Section 522B.11(1)(h), the issue in this case is whether Ackerson knew SK had questionable mental capacity when she obtained SK’s signature on the insurance beneficiary change forms and whether obtaining her signature was dishonest and/or contrary the skill and care necessary to properly perform the duties and responsibilities of an insurance producer. Upon review of the record in this case, the undersigned finds that Ackerson knew that SK had questionable mental capacity and failed to demonstrate reasonable care and skill of an insurance producer when she obtained SK’s signature on the insurance change forms.

First, Ackerson admitted during her testimony that she knew that SK had dementia and was residing in the Perry Lutheran Home Memory Care Unit. Despite this knowledge, Ackerson testified that she did not seek additional information regarding SK’s dementia diagnosis, neither from SK’s family nor from her medical providers. Rather, Ackerson testified that she did not think it was important to know SK’s specific mental capacity when she asked SK to sign insurance change forms. The fact that Ackerson (i) knew that SK had dementia and didn’t think it was necessary to determine whether SK had the mental capacity to sign legal documents; and (ii) failed to seek additional information regarding SK’s mental capacity before having SK sign the insurance forms constitutes failure by Ackerson to act with the reasonable skill, care and diligence necessary of an insurance producer. Insurance producers, particularly those who work with elderly

clients, like Ackerson, regularly obtain clients' signatures on legal documents and therefore must insure that the individuals signing the legal documents have the mental capacity to understand the documents.

Further, Ackerson's notes from her interactions with SK and SK's family support a finding that Ackerson herself had questions about S.K's mental capacity to sign legal documents. In numerous notes and emails, Ackerson acknowledged that SK needs a power of attorney or a guardian or conservator appointed. Exs. 11-14. Specifically, Ackerson emailed SK's family on December 18, 2019 and told them they needed to get a "guardianship/conservatorship" in place since "mom doesn't have a say right now." Ex. 14. Further, Ackerson wrote in her notes that SK had dementia and would need a power of attorney. Ex. 13. In her interview with the Division, Ackerson stated that she was sure that SK "had some sort of diminished capacity." Ex. 18. Further, Ackerson did not request that SK sign her fee agreement because she was unable to sign the document. Ex. 16.

Finally, Ackerson told Ms. Masteller that she had a client in the nursing home with dementia who needed to assign assets to the funeral home. Ackerson wanted Hamilton to agree to the assignment despite the fact that SK had dementia and there was no POA or guardianship in place. Ackerson's intent on having SK, a woman with dementia, sign insurance forms made Hamilton's Funeral Home uncomfortable with the transaction and ultimately decline to work with Ackerson. Although Ackerson denies she ever told Ms. Masteller that SK had dementia or that she dismissed that fact that SK had dementia by stating "is what it is", Ms. Masteller made notes of her conversation with Ackerson and credibly testified that she remembered her conversation with Ackerson clearly because it was unusual. The record overwhelmingly supports a finding that Ackerson knew that there were concerns that SK had a diminished mental capacity yet Ackerson still had SK sign the insurance beneficiary change documents.

Although Ackerson argues that SK did have the mental capacity to sign the legal documents, Ackerson made such determination herself after meeting with SK on just two occasions. Ackerson is not a medical doctor and, as discussed above, Ackerson did not discuss SK's dementia diagnosis with SK's doctors. Ackerson had no basis to make the determination that SK had the appropriate mental capacity to sign the insurance forms when SK was diagnosed with dementia and in a memory care unit. Ackerson's testimony that SK just happened to be "present" and have the appropriate mental capacity to sign insurance documents on the two days that Ackerson visited her is simply not credible. Rather, the record supports a finding that Ackerson was more concerned about the timing of getting the documents filed and chose to have SK sign the forms in her diminished capacity rather than wait for a guardianship or conservator to be put in place.

Ackerson's failure to obtain information to ensure that SK had the mental capacity to

sign the legal forms or obtain a guardianship or conservator for SK constitutes dishonest practices and a failure to use the reasonable skill, care and diligence necessary to perform the duties and responsibilities of an insurance producer. As such, Ackerson's actions with SK are a violation of Section 522B.11(1)(h).

### **3. Selling NB Insurance Policies as her POA**

Finally, the Division argues that Ackerson violated Section 522B.11(1)(h) by selling NB two separate commission-based insurance products while acting as NB's POA. Specifically, the Division argues that Ackerson acted dishonestly when on March 10, 2020 and May 20, 2020, Ackerson sold NM a life insurance policy and signed the form as both the agent and as the insured, earning a commission in the transaction.

Ackerson does not deny that she acted as both an agent and the insured in the two transactions. Rather, Ackerson does not believe that she conducted dishonest practices because NB needed to spend down her funds in order to stay qualified for Medicaid and thus, Ackerson was acting in NB's best interest.

There is an inherent conflict of interest with Ackerson acting as an insurance producer and client in the same transaction. Ackerson cannot be free from bias when choosing an insurance product for NB when Ackerson herself may earn a commission on the sale of the product. Stated another way, Ackerson's personal interest of receiving a commission could compromise her judgment on what insurance product would be best for NB. The fact that Ackerson does not acknowledge the inherent conflict of interest in her interaction with NB is particularly troubling. Further, Ackerson's testimony that there were no other insurance producers that could have sold NB a life insurance policy to spend down her funds to remain qualified for Medicaid is simply not credible.

In light of the potential for conflicts of interest, Iowa Code section 633B.112 states that, unless agreed to by the parties, a power of attorney may not receive compensation for services, only reimbursement for expenses. Ackerson's receipt of a commission for selling the two insurance policies constitutes compensation and is in violation of Iowa Code section 633B.112.

Accordingly, the fact that Ackerson engaged in a transaction involving a conflict of interest where Ackerson acted as an insurance producer and received a commission while also acting as a client constitutes dishonest practice, untrustworthiness, and Ackerson failed to exercise the reasonable skill, care and diligence that is required of an insurance producer. The Division has established that Ackerson violated Section 522B.11(1)(h).

### **Count III: Unfair Trade Practices**

Iowa Code section 507B.3 provides that “a person shall not engage in this state in any trade practice which is defined in this chapter as, or determined pursuant to section 508B.6 to be, an unfair method of competition, or an unfair or deceptive act or practice in the business of insurance.”

Iowa Administrative Code rule 191-15.8(3) provides direction to insurance producers and to the Commissioner in carrying out consumer protection responsibilities in Iowa Code section 507B.3. Rule 191-15.8(3) provides as follows:

When an insurance producer is engaged only in the sale of insurance policies or annuities, the insurance producer shall not hold the producer out, directly or indirectly, to the public as a “financial planner,” “investment adviser,” “consultant,” “financial counselor,” or any other specialist solely engaged in the business of financial planning or giving advice related to investments, insurance, real estate, tax matters or trust and estate matters. This provision does not preclude insurance producers who hold some form of formal recognized financial planning or consultant certification or designation from using this certification or designation when they are only selling insurance.

In addition, Iowa Administrative Code rule 191-15.8(2)(b) provides as follows:

A producer shall not: (1) execute a transaction for an insurance customer without the authorization of the customer to do so; or (2) commit any act which shows that the producer has exerted undue influence over a person.

At issue is whether Ackerson misled customers to believe that she was a licensed financial advisor or securities broker. The Division argues that the following representations on Respondents’ website are misleading:

Prior to The Sonya Group, [Ackerson] spend 20 years as a financial advisor and owned her own investment company. This background helps her find unique solutions for even the most complex situations, while protecting individuals’ hard earned assets. She also maintains her licenses.

Ex. 25. The Division argues that Ackerson’s use of “licenses” in the same paragraph as the discussion of her being a “financial advisor” is misleading because Ackerson only has one license – an insurance producer license. Further, the Division notes that while Ackerson’s website states that she was a financial advisor, nowhere on her website does it mention that Ackerson is an insurance producer.

Ackerson argued that by “licenses” she meant her one insurance license that authorizes her to sell both life and health insurance. However, Ackerson only has one insurance license, not two. Further, Ackerson uses the term “licenses” after describing her work as a “financial advisor” and her ownership of an “investment company.” As a result, it is not much of a stretch to incorrectly interpret the above phrases, all contained in a single paragraph on Ackerson’s website, to mean that Ackerson maintains her securities license and financial advisor license and uses such licenses to help protect her client’s “assets.” Accordingly, Ackerson provided misleading and materially untrue information when she represented on her website that she maintains multiple licenses when she has only one license. This representation is in violation of Iowa Code 507B.3.

Ackerson also argues that Rule 191-15.8(3) does not apply to her because the rule applies to insurance producers when they are engaged only in the sale of insurance and she offers other services in addition to insurance. However, this argument is of no avail. Rule 191-15.8 prohibits insurance producers from representing that they are financial advisors unless the insurance producer has “some form of formal recognized financial planning or consultant certification or designation.” Rule 191-15.8 makes it clear that if an insurance producer engages in financial advising and has the appropriate certifications regarding financial advising, the rule does not prohibit such activity. Rule 191-15.8 does not, as suggested by the Respondent, allow insurance producers who do not have the appropriate certification to represent that they are financial advisors merely because the insurance producers offer “other services” in addition to insurance sales. Thus Rule 191-15.8 applies to Ackerson’s conduct.

In regards to whether Ackerson executed undue influence over NB, there is no evidence of this. Iowa law defines “undue influence” as when a person substitutes his or her intentions for those of another. *Burkhalter v. Burkhalter*, 841 N.W.2d 93 (Iowa 2013). Here, as discussed above, Ackerson’s dealing with NB may constitute dishonest and untrustworthy practices. However, there is no evidence in the record that N.B. was unduly influenced when Ackerson purchased life insurance on N.B.’s behalf.

Accordingly, the Division has established that Ackerson engaged in unfair trade practices by inaccurately stating on her website that she holds multiple licenses. The Division has not proven that Ackerson engaged in unfair trade practices by executing undue influence over NB.

### **ORDER**

**WHEREFORE, IT IS ORDERED** pursuant to the powers granted by Iowa Code chapters 507B and 522B:

- A.** Ackerson’s Iowa insurance producer license is revoked pursuant to Iowa Code 507B.7 and Iowa Code 522B.17;

- B.** Ackerson, pursuant to Iowa Code §§ 507B and 522B.17 shall immediately cease and desist from engaging in the business of insurance in this state;
- C.** Ackerson pursuant to Iowa Code §§ 507B.6, 507B.7, 522B.11 and 522B.17, is prohibited from engaging in any unfair or deceptive act or practice, including, but not limited to, holding herself out as having a security broker's license;
- D.** Pursuant to Iowa Code §§ 507B.7, Ackerson shall within 45 days of this order pay \$5,000 to the state of Iowa in civil penalties for the violations of Iowa Code section 522B.11 and section 507B.3.

Dated this 18th day of April, 2022.



Rachel D. Morgan  
Administrative Law Judge

cc:

Roy Leaf, Attorney for Respondent  
Katie Graham, Attorney for the Respondent  
Hilary Foster, Iowa Insurance Division  
Adam Kenworthy, Iowa Insurance Division

**Case Title:** IN THE MATTER OF SONYA ACKERSON AND THE SONYA GROUP, LLC F/K/A ADVOCATE 4 THE AGING, LLC  
**Case Number:** 22IID0001  
**Type:** Proposed Decision

IT IS SO ORDERED.

A handwritten signature in black ink that reads "Rachel D Morgan". The signature is written in a cursive, flowing style.

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Rachel Morgan, Administrative Law Judge