

FILED

MAY 21 2025

COMMISSION OF INSURANCE
INSURANCE DIVISION OF IOWA

BEFORE THE IOWA INSURANCE COMMISSIONER

IN THE MATTER OF

DHRUV SACHDEVA,
a/k/a DREW SCOTT,
NPN 19074578
DOB 11/30/XXXX

Respondent.

Division Case No. 120690

FINAL ORDER

NOW THEREFORE, the Commissioner takes up for consideration the attached Proposed Default Order of Administrative Law Judge, Jasmina Sarajlija of the Iowa Department of Inspections and Appeals show as filed on May 20, 2025.

IT IS ORDERED that the Commissioner has reviewed the record and adopts Judge Sarajlija's default order as my own final decision.

IT IS FURTHER ORDERED that Dhruv Sachdeva has 30-days from the date of this Order to pay a civil penalties of \$10,000, and investigation and prosecution costs of \$2687.50.

IT IS FURTHER ORDERED that these orders may be enforced under Iowa Code chapter 507B and 522B, including but not limited to, Iowa Code § 507B.8 and 522B.17(3), and additionally, by any collection remedies available to the State of Iowa Department of Revenue for unpaid penalties and other ordered monetary amount.

Dated this 21st day of may, 2025.



DOUGLAS M. OMMEN
Iowa Insurance Commissioner

Copy to:

Zebulon Black
Iowa Insurance Division
1963 Bell Avenue, Suite 100
Des Moines, IA 50315
Zebulon.black@iid.iowa.gov
ATTORNEY FOR THE DIVISION

Dhruva Sachdeva
425 N Rochester Rd.
Apt 108
Clawson, mi 48017

Dhruv Sachdeva
29400 Towne Center Circle
#05
Warren, MI 48017
Dhruv.sachdev.97@gmail.com
RESPONDENT

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 22, 2025.

By: ☒ First Class Mail ☐ Personal Service
☒ Restricted certified mail, return receipt ☒ Email
☐ Certified mail, return receipt ☐

Signature: Brooke Hohn
Brooke Hohn

IN THE IOWA ADMINISTRATIVE HEARINGS DIVISION
CENTRAL PANEL BUREAU

| | | |
|----------------------|---|----------------------------------|
| IN THE MATTER OF: |) | |
| |) | |
| |) | |
| |) | DIAL Case No. 25IID0008 |
| DHRUV SACHDEVA |) | Division Case No. 120690 |
| <i>Also known as</i> |) | |
| DREW SCOTT, |) | |
| |) | PROPOSED DEFAULT DECISION |
| |) | |
| Respondent. |) | |

On March 19, 2025, the Iowa Insurance Division (“IID”) filed a Statement of Charges and Notice of Hearing (collectively “Statement of Charges”) against Dhruv Sachdeva (“Sachdeva”), a licensed nonresident insurance producer. The matter was scheduled for both a prehearing conference and an evidentiary hearing before Commissioner Douglas M. Ommen. The matter was subsequently transferred to this Tribunal. Thereafter, on April 24, 2025, IID filed a Motion for Default Judgment, along with eight exhibits, stating Sachdeva failed to file an answer as required and seeking a default order that revokes Sachdeva’s license and assesses various other penalties. Sachdeva failed to file a timely resistance, and seeing no hearing is required or advisable, the matter is now fully submitted.

FINDINGS OF FACT

IID filed a Statement of Charges on March 19, 2025, alleging five counts against Sachdeva. Statement of Charges, at pp. 10-14. In Count One, IID alleged Sachdeva committed an unfair trade practice in violation of Iowa Code section 507B.3 when he knowingly made false or fraudulent statements on at least four applications indicating the policies were not replacement policies even though he knew the consumers had existing life insurance coverage. *Id.* at pp. 10-11. In Count Two, IID alleged Sachdeva forged another’s name on an application for insurance in violation of Iowa Code section 522B.11(1)(j) when he signed and submitted a signature of a consumer without the consumer’s knowledge or consent. *Id.* at pp. 11-12. In Count Three, IID alleged Sachdeva’s license is subject to sanctions in Iowa pursuant to Iowa Code section 522B.11(1)(i) due to the revocation of his license in Wisconsin. *Id.* at p. 12. In Count Four, IID alleged that Sachdeva violated Iowa Code section 522B.16(1) when he failed to report to the Division that administrative actions were taken against his insurance producer license in Wisconsin. *Id.* at pp. 12-13. In Count Five, IID alleged Sachdeva violated Iowa Code section 522B.9 when he failed to inform the IID of his assumed name prior to conducting business in the state of Iowa under the assumed name of Drew Scott. *Id.* at pp. 13-14. The Statement of Charges then requested a sanction on Sachdeva’s nonresident insurance producer license (including revocation), a cease and desist order, a civil penalty on each count, and payment of investigation and prosecution costs.

In support of the alleged violations and requested relief, IID alleged the following relevant factual allegations in its Statement of Charges:

2. Dhruv Sachdeva ("Sachdeva") is an individual with a last-known residence address of 425 North Rochester Road, Apartment 108, Clawson, Michigan 48017.

6. Sachdeva applied for a nonresident insurance producer license with the Division by submitting a Uniform Application for Individual Producer License ("Uniform Application") through the National Insurance Producer Registry. In submitting the Uniform Application, Sachdeva designated the Commissioner as an agent for service of process.

7. The Division issued Sachdeva a license as a nonresident insurance producer on February 18, 2023. Sachdeva is licensed under National Producer Number 19074578.

8. Sachdeva was appointed by American Income Life Insurance Company ("AIL") from in or about April 2019, until August 16, 2021, when he was terminated for cause.

9. On or about February 2023, Sachdeva was appointed by Americo Life Financial Life and Annuity Insurance Company ("Americo") until he was terminated for cause on July 21, 2023, based on the conduct alleged herein.

Sachdeva's Trip to Iowa

10. On July 13, 2023, Sachdeva flew from his home in Michigan to Iowa and checked into the West Des Moines Marriot ("Marriot") located at 1250 Jordan Creek Parkway, West Des Moines, Iowa 50266.

11. Between July 13 and July 18, 2023, Sachdeva met with at least seventeen Iowa consumers, and recommended that the Iowa consumers purchase life insurance through Americo. Fifteen of the consumers had in force AIL life insurance policies prior to meeting Sachdeva. Sixteen of the consumers applied for Americo life insurance policies following a recommendation of Sachdeva.

12. Four of these consumers filed complaints with the Division as detailed herein.

Iowa Consumers D.S. and C.S.

13. Iowa residents D.S. and C.S. are a married couple who reside in Cedar Rapids, Iowa.

14. On July 16, 2023, at 7:00 p.m., Sachdeva knocked on D.S. and C.S.'s door and introduced himself as "Drew Scott." Sachdeva provided a business card

with the name Drew Scott on it. Sachdeva claimed to have a check for D.S. and C.S. and wanted to discuss their life insurance. D.S. and C.S. asked Sachdeva to come back the following day.

15. Sachdeva returned to D.S. and C.S.'s home the next day. During this meeting, the D.S. and C.S.'s adult daughter, T.A., was also present.

16. Sachdeva asked to review D.S. and C.S.'s current life insurance policies. D.S. and C.S. had seven AIL life insurance policies and they provided policy documents to Sachdeva. D.S. had four policies that amounted to \$23,922.00 in life insurance death benefits. C.S. had three policies that amounted to \$23,450.00 in life insurance death benefits. D.S. and C.S. collectively had approximately \$17,000.00 in total cash value spread across their then current seven AIL policies.

17. Sachdeva advised D.S. and C.S. that he could save them eighty dollars a month in life insurance premiums for \$20,000 in death benefits for each of them if they purchased new life insurance policies through Americo. Sachdeva further told D.S. and C.S. that, if they cancelled the seven AIL policies, they would receive the approximate \$17,000.00 cash surrender value of their policies.

18. During this meeting, Sachdeva filled out two Americo life insurance applications, one for D.S. and one for C.S. On each application, Sachdeva listed daughter T.A.'s email address as the email address for D.S. and C.S. On each application, Sachdeva answered "no" to the question that asked, "Is there an existing life insurance or annuity coverage on the life of any Proposed Insurance?"

19. Sachdeva then checked "no" for every medical underwriting question on the two applications without asking D.S. and C.S. any of these questions. D.S. and C.S. both told a Division investigator that some of the health questions on their applications were answered incorrectly and that they would have answered "yes" to some of the questions if Sachdeva had asked them.

20. C.S. signed her application on Sachdeva's Apple iPad using an Apple Pencil during the July 17, 2023, meeting at their home in Cedar Rapids. That day, Sachdeva electronically submitted C.S.'s application to Americo from the C.S. and D.S.'s home in Cedar Rapids. Sachdeva's Apple iPad captured the exact date, time, and location coordinates of the application submission.

21. D.S. signed his application on Sachdeva's Apple iPad using an Apple Pencil during the July 17, 2023, meeting at their home in Cedar Rapids. That day, Sachdeva electronically submitted D.S.'s application to Americo from D.S. and C.S.'s home in Cedar Rapids. Sachdeva's Apple iPad captured the exact date, time, and location coordinates of the application submission.

The policy was approved as applied for, but the policy was never submitted by Sachdeva, so Americo automatically closed it out after seven days.

22. The next day, July 18, 2023, Sachdeva submitted a second application for D.S. from Sachdeva's hotel in West Des Moines, Iowa. The electronic application system recorded the GPS coordinates which showed the application was submitted at the hotel in West Des Moines, Iowa. In the second application, D.S.'s email is listed as na@na.com instead of his daughter's email, which was listed on the July 17, 2023, application. This application contained an electronic signature purporting to be D.S.'s that was time stamped at 10:47:42AM. Sachdeva's signature as agent of record on the application was time stamped at 10:48:03AM. The second application contains the same "no" responses to the additional coverage question and the medical underwriting questions.

23. D.S. was not present in Sachdeva's hotel room and did not sign the July 18, 2023, application. D.S. was not aware of the second application, nor was he able to review the application prior to it being admitted to Americo.

24. Americo issued a life insurance policy for C.S. based on the July 17, 2023, application and issued a life insurance policy to D.S. based on the July 18, 2023, application.

25. During their meeting on July 17, 2023, Sachdeva advised D.S. and C.S. to cancel their AIL life insurance policies and request the surrender value of \$17,000.00. Sachdeva wrote instructions for D.S. and C.S. to follow to accomplish the cancellation and surrender. After the meeting with Sachdeva, D.S. and C.S. followed Sachdeva's instructions and cancelled their AIL policies that same day. D.S. and C.S. received approximately \$17,175.24 in cash value from surrendering their AIL policies.

26. On July 18, 2024, D.S. and C.S. made a complaint to the Division about "Drew Scott" after having second thoughts about the contact with Sachdeva and potentially fraudulent activity. The Division was unable to find a licensed insurance producer with that name. The division later determined that the agent D.S. and C.S. had met with was Sachdeva based on the agent's name on the submitted applications. Following their complaint to the Division, D.S. and C.S. canceled their Americo life insurance policies.

Iowa Consumers D.W. and J.W.

27. On July 17, 2023, Sachdeva knocked on the door of Iowa residents D.W. and J.W., a married couple in Tipton, Iowa. Sachdeva introduced himself as Drew Scott. Sachdeva claimed he could get D.W. and J.W. \$7,000.00 back from their current life insurance policies with AIL and get them new life insurance policies with Americo for a lower monthly premium. J.W.

believed that Sachdeva already knew her life insurance policy information with AIL and appeared to have the policy numbers prior to the meeting.

28. Sachdeva asked to see all the documentation on D.W. and J.W.'s AIL life insurance policies. D.W. and J.W. provided this documentation to Sachdeva. Based upon Sachdeva's recommendation, D.W. and J.W. decided to apply for Americo life insurance policies.

29. Sachdeva filled out one application for J.W. and one application for D.W. on his Apple iPad at J.W. and D.W.'s home. Sachdeva answered "no" to the question that asked, "Is there an existing life insurance or annuity coverage on the life of any Proposed Insurance?" Sachdeva then checked "no" for every medical underwriting question on the application without asking D.W. and J.W. any of these questions.

30. D.W. and J.W. each electronically signed their application at their home in Tipton, Iowa, on Sachdeva's Apple iPad. Sachdeva did not sign the applications as agent of record until the following day on July 18, 2023, at his hotel in West Des Moines, Iowa at 10:41AM. Americo captured the iPad's GPS coordinates at the time Sachdeva electronically signed the document. Those coordinates indicate that the transaction occurred at the hotel in West Des Moines where Sachdeva was staying. Sachdeva submitted these applications to Americo. Americo issued a life insurance policy for J.W. and a life insurance policy for D.W.

31. Based on Sachdeva's advice, D.W. and J.W. both surrendered their AIL life insurance policies and received a surrender value of \$7,817.53.

32. on August 4, 2023, D.W. and J.W. filed a complaint with the Division about "Drew Scott" due to the fact they were afraid that Sachdeva was a scammer attempting to steal their identity. Based on the prior complaint made by D.S. and C.S., and the application that listed the agent's name as Dhruv Sachdeva, the Division was able to determine that D.W. and J.W. had met with Sachdeva.

33. Following the complaint to the Division, D.W. and J.W. canceled the Americo policies that Sachdeva sold to them. Following this cancelation, J.W. was left without any life insurance. D.W. had one term life policy that AIL allowed D.W. to reinstate.

Surrender of AIL Policies

34. On or about July 31, 2023, AIL received seven surrender requests from Iowa consumers that had met with Sachdeva while he was in Iowa. These surrender requests were made using documents that appeared to be a prior version of the AIL surrender request form, which AIL no longer uses. All the surrender forms appeared to have similar handwriting for the policy

numbers, consumers names, and insureds' dates of birth. For the consumers that contacted AIL directly to surrender their policies, their surrender requests appear on a different form that AOL currently uses.

Division Interview of Sachdeva

35. On October 18, 2023, Division investigators interviewed Sachdeva via video conference.

36. Sachdeva stated that, during what he described as a "vacation" to Iowa, he got bored and decided to attempt to sell life insurance plans via door-to-door sales to Iowa consumers. Sachdeva provided a timeline of consumers contacts that showed sixteen Iowa consumers who had purchased life insurance products from him. The schedule detailed the following contacts between Sachdeva and Iowa consumers:

- a. July 13, 2023 – Sachdeva arrived in Iowa and checked into his hotel in West Des Moines. Sachdeva then met with a consumer in Truro and a consumer in Chariton.
- b. July 14, 2023 – Sachdeva met with a couple in West Des Moines and a consumer in Montezuma.
- c. July 15, 2023 – Sachdeva met with a consumer in Newton and a consumer in Marshalltown.
- d. July 16, 2023 – Sachdeva met with a consumer in Grinnell and D.S. and C.S. in Cedar Rapids.
- e. July 17, 2023 – Sachdeva met with D.S. and C.S. for a second time in Cedar Rapids, a consumer in Iowa City, a couple in Cedar Rapids, and D.W. and J.W. in Tipton.
- f. July 18, 2023 – Sachdeva left Iowa.

37. Sachdeva informed Division investigators that the consumers he visited were selected at random. Fifteen of these seventeen individuals had active AIL policies at the time Sachdeva visited them.

38. Sachdeva stated that he would identify himself as Drew Scott to his consumers due to his name being hard to pronounce. He further stated that his business card says Drew Scott because that is a "DBA" that he set up for his insurance business in Michigan. Sachdeva organized a domestic limited liability company effective July 25, 2023, in the state of Michigan under the name Drew Scott LLC. Sachdeva filed a Certificate of Assumed Name identifying the name "Drew Scott" as being associated with his corporation with the Michigan Secretary of State on July 28, 2023. Sachdeva has not legally changed his name to Drew Scott, nor has Sachdeva informed the Division of the assumed name.

39. Sachdeva told investigators that he asked every medical question on the application to each consumer that he spoke to in Iowa. Sachdeva stated that

he had not submitted the second application for D.S. but acknowledged that, when D.S.'s second application was submitted, he was utilizing his iPad and his Americo account at a similar time and was logged on to the Americo system from the same GPS coordinates at his hotel in West Des Moines.

40. Sachdeva confirmed that he received a commission on each policy that he wrote in the state of Iowa. Sachdeva stated Americo clawed back approximately \$9,900.00 in commissions following his termination based on the facts alleged herein.

41. Sachdeva claimed that he had not assisted the seven consumers that requested surrenders on July 31, 2023, in requesting surrenders of their AIL life insurance policies, even though the handwriting on the surrender forms appears to be the same and the consumers did not know one another.

Other State Action

42. On September 16, 2024, the Wisconsin Office of the Commissioner of Insurance issued an order permanently revoking Sachdeva's nonresident insurance producer license and ordering payment of a forfeiture in the amount of \$10,000.00. This order followed a hearing before an Administrative Law Judge where the Judge found that: Sachdeva had failed to ask replacement questions to Wisconsin consumers when selling life insurance policies; Sachdeva failed to report that the life insurance products were being utilized as replacements; Sachdeva recommended unsuitable life insurance products to Wisconsin consumers; and Sachdeva used deceptive or misleading representations to induce the sale of additional insurance.

43. To date, Sachdeva has not reported the administrative action from the Wisconsin Office of the Commissioner of Insurance to the Division.

Id., at pp. 1-10. Pursuant to Sachdeva's consent to service of process, the Commissioner of Insurance, Douglas Ommen, was served with the Statement of Charges on March 19, 2025. The Statement of Charges was also sent via restricted certified mail to an address provided by Sachdeva and noted in IID's licensing record for Sachdeva. United States Postal Service ("USPS") provided the Division tracking information that indicated the mailing arrived in Clawson, Michigan but that the "Forward Expired." The mailing was returned to the Division. Mot. Exs. 1-2. On April 11, 2025, the Division sent a copy of the Statement of Charges to an address associated with Sachdeva that the Division found via a public records search. On April 11, 2025, USPS provided the Division with proof of delivery indicating that the mailing was picked up at the post office by "Dhruv" with a signature that appears as "Dhruv Sachdeva." Additionally, on April 1, 2025, the Division sent a copy of the Statement of Charges to an email address provided by Sachdeva in his licensing records, and that the Division had previously used during the investigation to communicate with Sachdeva. The Division did not receive any notification that the email

failed to be delivered. Mot. Exs. 3-5. Sachdeva failed to file an answer within 20 days as required by Iowa Administrative Code rule 191—3.5(3).

On April 24, 2025, IID filed a Motion for Default, arguing that Sachdeva was in default due to his failure to file an answer and requesting a finding in its favor on the charged counts. Mot. at pp. 2-3. Specifically, IID requested: the revocation of Sachdeva's insurance producer license with a cease and desist from engaging in the conduct charged and a prohibition against engaging in the business of insurance in Iowa; a civil penalty in the amount of \$10,000.00; and \$2,687.50 in investigation and prosecution costs. *Id.* at p. 5. Sachdeva failed to respond. As discussed below, the unchallenged allegations made in the Statement of Charges are taken as true for purposes of this decision.

CONCLUSIONS OF LAW

A.

The Iowa legislature created IID “to regulate and supervise the conducting of the business of insurance in the state.” Iowa Code § 505.1. One aspect of this authority is to regulate the licensing of insurance producers. *See id.* § 505.8; *see also* Iowa Code chapter 522B. Pursuant to this statutory authority, IID promulgated various administrative rules governing the licensing and conduct of those in the business of insurance. For example, Chapter 10 of IID's rules creates the specific rules governing the “qualification, licensure, and appointment of insurance producers.” 191 I.A.C. § 10.1. Likewise, Chapter 15 of IID's rules create the “minimum standards and guidelines” for essentially fair and honest practices in the business of insurance. 191 I.A.C. § 15.1.

When IID has reason to believe that an individual has engaged in unfair or deceptive acts or otherwise has violated the statutes and rules governing the business of insurance in the State, IID may file a statement of charges against the individual. *See, e.g.,* Iowa Code 507B.6(1). This includes taking action against an individual's producer license. *See id.* § 522B.11(1). The sanction for the misconduct can vary based on the specific practice, with fines, recovery of investigation and prosecution costs, adverse action against a licensee, and other corrective action being generally available. *See, e.g., id.* §§ 505.8(10)(“[IID] may, after a hearing conducted pursuant to chapter 17A, assess fines or penalties; assess costs of an examination, investigation, or proceeding; order restitution; or take other corrective action as the commissioner deems necessary and appropriate to accomplish compliance with the laws of the state relating to all insurance business transacted in the state.”); 522B.11(1) (articulating license sanctions available for misconduct).

Once IID files a statement of charges against an individual and a notice of hearing is delivered concerning the charges, a contested case proceeding is commenced. Iowa Code §17A.12. IID has adopted rules for delivery of notice to an individual. Rule 191—3.5 provides that service of a notice of hearing and statement of charges shall be made by personal service or by certified mail, return receipt requested, at least 15 days before the hearing date. Further, subrule 3.5(c) also provides that for “persons regulated by the [Division]” . . . “who have consented in writing to have the commissioner accept service

of process on their behalf” delivery of the notice of hearing is accomplished when the commissioner signs the notice of hearing or statement of charges.

Upon receipt of the notice of hearing, the individual against whom the charges are brought has “20 days of service of the notice of hearing unless otherwise ordered” to file an answer. 191 I.A.C. § 3.5(3). “Any allegation in the notice of hearing or accompanying charging document not denied in the answer is considered admitted” with the Tribunal authorized to “refuse to consider any defense not raised in the answer which could have been raised on the basis of facts known when the answer was filed if any party would be prejudiced.” *Id.*

If an individual against whom charges are brought fails to file an answer as required by rule or otherwise participate, IID may move for a default order. *See id.* § 3.22. More specifically, the governing IID Rule states: “If a party fails to appear or participate in a contested case proceeding after proper service of notice . . . , the presiding officer may, if no adjournment is granted, enter a default decision or proceed with the hearing and render a decision in the absence of the party.” *Id.* § 3.22(1). Failing to file a required pleading, such as an answer, is expressly identified as a form of lack of participation sufficient to justify a default, with another Rule stating: “Where appropriate and not contrary to law, any party may move for default against a party who has requested the contested case proceeding and failed to file a required pleading or has failed to appear after proper service.” *Id.* § 3.22(2).

Importantly, “[a] default decision may award any relief consistent with the request for relief made in the petition, notice of hearing, or charging document and embraced in its issues.” *Id.* 3.22(9). Of note, the repeated use of the permissive term “may” in the Rule (as opposed to a mandatory term such as “shall”) confers significant discretion in whether to issue a default decision and the nature of any sanction. *See, e.g., Burton v. Univ. of Iowa Hosps. & Clinics*, 566 N.W.2d 182, 187 (Iowa 1997) (“Generally, the word ‘may,’ when used in a statute, is permissive only and operates to confer discretion unless the contrary is clearly indicated by the context.”).

B.

In this case, IID’s Motion for Default should be granted on the terms requested in the Motion. As an initial matter, the Tribunal has the authority to grant a default decision in this case. First, the record demonstrates Sachdeva was properly served the Statement of Charges and Notice of Hearing, thereby triggering the duty to file an answer within 20 days. Sachdeva designated the Commissioner as an agent for service of process at the time he applied for a non-resident insurance producer license with the Division. For persons who have consented in writing to have the Commissioner accept service of process on their behalf, delivery of the notice of hearing is accomplished at the time the notice of hearing is signed by the Commissioner. 191 I.A.C. § 3.5(1)(c). IID further attempted to send the Statement of Charges to Sachdeva’s address of record with the Division, but the mailing was returned. IID then successfully mailed the Statement of Charges to Sachdeva’s current address found through a public search and successfully emailed it to Sachdeva to his email address on record with the Division. 191 I.A.C. §

3.5(1)(b). Second, the record also demonstrates Sachdeva failed to timely file an answer, which is a required pleading. These two facts give the Tribunal the authority under IID Rule 3.22 to grant the Motion, thereby leaving the issues of whether such should be granted and on what terms.

Based on the totality of the circumstances, the Tribunal should grant the Motion. No doubt exists that Sachdeva has been made aware of this matter, as not only did IID interview him during the investigation, but it also mailed and emailed the relevant documents to the addresses associated with Sachdeva. IID provided documentation that Sachdeva has been made aware of the charges but appears to have made a choice to not participate. Moreover, nothing in the record suggests a hearing on the merits is needed to avoid an injustice. The public is served by prompt resolution of this matter.

The record also dictates granting IID's Motion on the terms requested. IID is requesting that Sachdeva's producer license be immediately revoked with a cease and desist order and prohibition on engaging in the business of insurance in Iowa; civil penalty of \$10,000.00; and payment of the costs of investigation and prosecution in the amount of \$2,687.50. Given each of these requests is authorized by statute for the conduct articulated in the Statement of Charges and given the type of relief sought in the Motion is referenced in the Statement of Charges, such relief is "consistent with the request for relief made in the petition, notice of hearing, or charging document and embraced in its issues." *Id.* § 3.22(9). Thus, authority exists to grant the Motion, and the totality of the circumstances indicates it should be granted. Accordingly, the Motion for Default is GRANTED.¹

ORDER

IT IS HEREBY ORDERED:

- A. Dhruv Sachdeva, in failing to make a written answer to the Statement of Charges and participate in the contested case proceeding, is in default pursuant to Iowa Administrative Code rule 191—3.22 with the factual statements in the Statement of Charges being taken as true for purposes of this decision;
- B. Dhruv Sachdeva's insurance producer license is immediately revoked pursuant to Iowa Code §§ 507B.7, 522B.11 and 522B.17;
- C. Dhruv Sachdeva shall immediately cease and desist from engaging in the conduct charged in Counts I through V of the Statement of Charges and from engaging in the business of insurance in Iowa pursuant to Iowa Code §§ 522B.11 and 522B.17;
- D. A civil penalty in the amount of \$10,000.00 is assessed against Dhruv Sachdeva, made payable to the Iowa Insurance Division, to be credited to the Iowa Insurance

¹ In deciding to accept the allegations in the Statement of Charges as true, this Tribunal relies on the fact that Rule 191—3.22(9) provides authority to award the relief asked for in a Statement of Charges. This implies that a tribunal may accept as true the unchallenged matters in the charging documents in determining the appropriate relief to be awarded.

Enforcement Fund, to provide funds for insurance enforcement and education pursuant to Iowa Code §§ 505.8, 507B.7, and Iowa Administrative Code 191—10.20(5);

E. Costs of the investigation and prosecution of this matter are assessed against Dhruv Sachdeva in the amount of \$2,687.50 made payable to the Iowa Insurance Division, to be credited to the Iowa Insurance Enforcement Fund, to provide funds for insurance enforcement and education pursuant to Iowa Code §§ 505.8 and 507B.7.

In light of this default order, further proceedings in this matter, including the prehearing conference set for June 4, 2025, are hereby CANCELLED.

cc: Dhruv Sachdeva, 425 North Rochester Rd., Apt. 108, Clawson, MI 48017 (By Mail)
Dhruv Sachdeva, 29400 Towne Center Cir, #05, Warren, MI 48093,
dhruv.sachdeva.97@gmail.com (By Mail and Email)
Zebulon Black, Attorney for IID (By AEDMS)
Brooke Hohn, IID (By AEDMS)

NOTICE

Default decisions or decisions rendered on the merits after a party has failed to appear or participate constitute final division action unless one of the following occurs: (1) the presiding officer otherwise orders, (2) a motion to vacate the default decision is filed within 15 days after the date of notification or mailing of the decision in accordance with rule 191—3.12(17A), or (3) an appeal to the commissioner of a proposed default decision is filed in accordance with rule 191—3.27(17A). A motion to vacate must be filed and served on all parties and state all facts relied upon by the moving party which establish that good cause existed for that party's failure to appear or participate at the contested case proceeding. Each fact so stated must be substantiated by at least one sworn affidavit of a person with personal knowledge of each such fact, which affidavit(s) must be attached to the motion.²

² Iowa Administrative Code 191—3.22(3).

Case Title: IN THE MATTER OF DHRUV SACHDEVA A/K/A DREW SCOTT
(120690)
Case Number: 25IID0008
Type: Proposed Decision

IT IS SO ORDERED.

A handwritten signature in cursive script, appearing to read "J. Sarajlija".

Jasmina Sarajlija, Administrative Law Judge