

NORTH CAROLINA DEPARTMENT OF INSURANCE  
RALEIGH, NORTH CAROLINA

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

BEFORE THE COMMISSIONER OF  
INSURANCE

IN THE MATTER OF: )  
)  
THE LICENSURE OF )  
AMANDA EUBANK )  
(NPN 16812636) )  
)  
Respondent. )  
)

ORDER AND  
FINAL AGENCY DECISION

Docket Number: 2050

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This matter was originally scheduled to be heard before Hearing Officer A. John Hoomani on July 29, 2021, but was continued by order entered by Hearing Officer A. John Hoomani on July 28, 2021, in response to Respondent's request for a continuance. Pursuant to a July 21, 2021, Scheduling Order, this matter was rescheduled for hearing on September 16, 2021, but was again continued in response to Respondent's second request for a continuance made on September 15, 2021. Pursuant to an Order of Reassignment entered on September 16, 2021, Hearing Officer Tyler Radtke was reassigned to hear this matter.

Pursuant to a Second Scheduling Order entered by Hearing Officer Radtke on September 30, 2021, the matter was rescheduled to be heard and was in fact heard on Thursday, October 21, 2021, by the undersigned designated Hearing Officer pursuant to North Carolina General Statutes §§ 58-2-70, 58-33-46, 58-33-105, 150B-38, 150B-39, 150B-40, 150B-41, 150B-42, and 11 NCAC 1.0401 et. seq., and other applicable statutes and rules. The administrative hearing was held in the Albemarle Building, located at 325 North Salisbury Street, Raleigh, Wake County, North Carolina.

Petitioner, the North Carolina Department of Insurance ["the Department"], was represented by Assistant Attorney General Anne Goco Kirby and Special Deputy Attorney General Denise Stanford. Amanda Eubank (hereinafter, "Respondent") appeared on her own behalf. In response to Respondent's written request made the day before the October 21, 2021, hearing to participate remotely from her home in Asheville, the Hearing Officer allowed Respondent to participate in the hearing remotely via Web Ex.

Pursuant to a Motion to Allow Remote Testimony and subsequent Order Allowing Remote testimony entered on July 21, 2021, Izabela Zeglin, a Senior Investigative Analyst with Allstate Insurance Company ["Allstate"], testified for the Department remotely via WebEx from her home office in Wisconsin. Nadine Scott, Complaint Analyst for the Department's Agent Services Division ("ASD"), appeared and testified for the Department. Respondent did testify in her own defense but did not call any other witnesses and did not offer any documentary evidence.

Based on the allegations set forth in the Petition for Administrative Hearing, the testimony of Izabela Zeglin, Nadine Scott, and the Respondent, the documentary exhibits, the audio recorded interview of the late former agent Michael Parson introduced into evidence by the Department at the hearing, and the arguments of counsel for the Department, the undersigned Hearing Officer hereby makes the following Findings of Fact and Conclusions of Law:

### **FINDINGS OF FACT**

1. Respondent holds a resident producer's license with authority for Property and Casualty lines of insurance first issued by the Department on December 12, 2012. Respondent's National Producer License Number (NPN) is 16812636.

2. On January 7, 2020, the Department received a written notification from Allstate Insurance Company ["Allstate"] which informed the Department that it had recently learned of certain facts which required it to amend the reason for Respondent's December 14, 2019, termination of appointments from a voluntary to a for cause termination. Allstate explained that the cause was due to "falsification."

3. By e-mail to Allstate dated January 16, 2020, Nadine Scott, a Complaint Analyst with ASD, requested that Allstate provide a written explanation of the reasons for its decision to terminate Respondent for cause and for copies of its investigative file and other supporting documents.

4. In a January 23, 2020, letter written in response to Ms. Scott's January 16, 2020, request letter, Allstate enclosed a copy of its investigative file, including a December 16, 2019, Summary of Evidence that its investigator, Izabela Zeglin, prepared, in support of its decision to revoke Respondent's authority and to report the decision to the Department as a termination for cause due to falsification. Allstate's response letter and attached Summary of Evidence reflected that Allstate investigated Exclusive Agent Michael Parson ["Parson"] after an i-Report alleged

that Parson falsified customer Mildred Love's ["Love"] prior insurance information on her auto insurance application in order to qualify her for coverage that she otherwise would not be qualified to receive. Allstate's letter and the Summary of Evidence reflected that although Parson's Bind ID number was associated with the policy at issue, a sub producer code belonging to his former Licensed Sales Producer Amanda Eubank ["Respondent"] was on the application and a subsequent auto application for Love was also bound with Respondent's Bind ID and sub producer code.

5. In its January 23, 2020 response to Agent Services, Allstate further reported that in light of the foregoing, it was its opinion that: (a) the weight of the evidence is insufficient to support the termination of Exclusive Agent Parson's agency agreements but is sufficient to support the conclusion that Parson failed to secure his log in information and/or computer, (b) it is more likely than not that Respondent bound the initial policy that was the subject of the i-Report as well as the subsequent policy in order to obtain commissions, (c) the weight of the evidence is insufficient to support termination of Exclusive Agent Parson's Exclusive Agency Agreement, and (d) Respondent's binding authority should be revoked and Respondent should no longer be allowed to conduct any Allstate-related business.

6. Agent Services' licensing record for Michael B. Parson shows that he was initially issued a producer license, with lines of authority in Property and Casualty, on October 3, 2008. It further reflects that Parson is now deceased, having passed away on July 30, 2021, and was thus unavailable to testify at the hearing.

7. Izabela Zeglin ["Zeglin"] testified that she is a Senior Investigator working for Allstate's Investigative Services and that the matter involving Exclusive Agent Michael Parson ["Parson"] was assigned to her in 2019 after Allstate received an anonymous online i-Report from another Allstate agent whose client had been in an accident with Love on March 29, 2019. As a result of her investigation, Zeglin prepared and submitted the December 16, 2019, Summary of Evidence dated which summarized her investigative findings, conclusions, and recommendations for Allstate management.

8. The i-Report and an accompanying "ASAP Chat Log" that Zeglin initially reviewed further documented that the agent's complaint initiated on April 1, 2019 alleged that: (a) the agent's customer had gotten into an accident with Love on March 29, 2019 and was trying to file a claim on Love's Allstate auto policy, (b) Love's standard Allstate insurance policy information indicated that the policy had apparently been issued on March 29, 2019, (c) the policy had been issued based upon false prior insurance information since Love's actual initial Allstate policy had in fact been terminated for nonpayment of premium [termination for nonpayment of premium shall hereinafter be referred to in short as "lapsed"] on February 2, 2019, nearly 60 days prior to the issuance of the second policy on March 29, 2019 and (d)

the prior insurance information provided in the application for the second policy was for a policy that had been written for another Allstate customer named Viche Castleberry.

9. Zeglin further testified that Allstate is among a number of insurers which reports its insurance policies to and uses the Carrier Customer Data Base, also known as the "CCDB." The CCDB is a database that contains records of all prior insurance policies issued to customers by insurance carriers like Allstate which choose to participate in the CCDB by reporting its customer's auto policy information. Allstate's auto quoting system automatically generates the prior insurance information reported and shown in the CCDB in any Allstate auto application. If a customer's prior insurance is or was with an insurer which does not report to the CCDB, then that prior insurance will not show up in CCDB and the agent would have to "declare" or enter the prior insurance information on the application. In order to be able to truthfully declare that prior insurance on the Allstate auto application, the Allstate agent should obtain proof of the prior insurance.

10. After Zeglin reviewed the i-Report and ASAP Chat Log, Ms. Zeglin reviewed the electronic policy records for the initial standard Allstate auto policy that was issued for Love's 2001 Chevy S10 truck on April 1, 2015 which had a policy number ending in #6589 and the second standard Allstate auto policy that was issued to cover Love's Chevy S10 truck under Parson's ID on March 29, 2019 which had a policy number ending in #1701, the same day as the day of the accident that was reported by the agent in the i-Report and ASAP Chat Log. Ms. Zeglin confirmed that the prior insurance information that had been entered on the March 29, 2019, application was for an existing Allstate auto policy that had been issued to Viche and William Castleberry [hereinafter, "the Casselberry's"] and was assigned a policy number ending in #9174. Neither Love nor her Chevy S10 truck were listed on the Castleberry's policy. The application and policy records for Love's two policies and for the Castleberry's policy had the unique binding identification number [hereinafter, "Bind ID"] that Allstate had assigned to Parson.

11. Zeglin testified that an Allstate analyst attempted to contact both customers Love and Viche Castleberry on three separate occasions in order to question them. However, Allstate was never able to get in touch with either customer despite having left voicemail messages with both customers on each occasion that they called.

12. Zeglin arranged to interview Parson regarding Love's applications and policies and scheduled such interview to take place on October 28, 2019, by telephone. Zeglin learned that Parson had been suffering from cancer and had been out of the office for significant periods of time. When Zeglin called and spoke with Parson on his cell phone number on October 28, 2019, he acknowledged his illness and indicated that he was at home when the interview took place.

13. At the outset of the October 28, 2019, interview of Parson, Zeglin asked, and Parson agreed, to allow her to record the interview which Allstate later provided to Agent Services. Zeglin's complete recorded interview of Parson on October 28, 2019, was played at the hearing and introduced into evidence. During the interview, Parson acknowledged that Allstate uses the CCDB and that if the CCDB shows no prior insurance for a customer then he can only enter prior insurance information for the customer if proof of that prior insurance has been obtained.

14. Parson remembered customer Love when Zeglin asked Parson about her during the October 28, 2019, interview. However, when Zeglin informed Parson of the nature of the complaint and allegations against him for having entered false prior insurance information for a policy for Viche and William Castleberry on an application for the second March 29, 2019 Allstate standard auto policy that was associated with his Bind ID after Love's first policy had terminated for nonpayment of premium on February 2, 2019, Parson adamantly denied: (a) any recollection of dealing with Love regarding the second policy after her first policy lapsed and (b) that he would have entered such false prior insurance information in order to qualify Love for a second standard auto policy that she would otherwise not have been qualified for because he said that would be wrong.

15. Although Parson further acknowledged that he should not share his user ID and password with anyone and stated that he had not in fact done so, he could not explain what had occurred with the second policy which Zeglin informed him about for the first time during the interview. Parson further explained that if his Bind ID appeared for this policy that he had no recollection of writing then: (a) it was possible that a sub producer code for one of his sub producers was associated with the policy and (2) if that were the case, then the sub producer would have been the agent who actually took that application for that policy and would have received a commission for it. Parson thus told Zeglin that he would have to look at the policy file when he went back into his office and agreed to speak with Zeglin again about the matter after he had the opportunity to do this.

16. Following the recorded interview, Zeglin provided Parson with Love's policy numbers so that he could review the policy records before discussing the matter further with her. Zeglin was unable to conduct the second interview of Parson until November 21, 2019, because Parson was not feeling well and was unable to meet with her until that date in November.

17. Before Zeglin spoke with Parson again on November 21, 2019, Zeglin went back and reviewed additional information available within Allstate's electronic application and policy records to refresh her memory on the policies and to determine if any sub producer codes were associated with the second policy. In

doing so, Ms. Zeglin discovered that a sub producer code #305 had been entered and was associated with the application for Love's second policy ending in #1701 taken on March 29, 2019.

18. Zeglin also reviewed Allstate's "Manage My Staff" ["MMS"] report for Parson's agency prior to her second interview of Parson on November 21, 2019. The MMS is a business record maintained by Allstate which lists the employees, including sub producers, employed by Exclusive Allstate agents and lists various information regarding those employees, including their status as terminated or not terminated, their start and termination dates, reported reason of termination given by the Exclusive Agent, the sub producer codes assigned by the Exclusive Allstate Agent to the sub producer, and the unique Bind ID assigned to the sub producer by Allstate. The MMS report for Parson's agency showed, among other information, that Respondent initially began working as a sub producer for Parson on March 19, 2019, that Respondent had been voluntarily terminated by Parson effective November 21, 2019, for reasons of "Best Interest/Performance", and that Respondent had been assigned the sub producer code of 305 and an Allstate Bind ID of snc6420w.

19. During her review of the electronic policy records in November 2019, Zeglin confirmed that Love's first policy lapsed for nonpayment of premium on February 2, 2019. Zeglin also discovered that Love's second policy had also lapsed for nonpayment of premium on May 30, 2019, and that a third auto application for a third standard auto policy had been submitted for a policy number ending in #7807 on July 1, 2019, more than 30 days after the second policy had terminated for nonpayment of premium. Although Love had not previously listed any other drivers for her Chevy S10 on her first and second policies, Love listed her child, Viche Castleberry, as an authorized driver on the third policy. The same information for the prior insurance policy issued to Viche and William Castleberry had been entered on the third policy application in order to qualify Love for a standard auto policy. The third policy did not have a sub producer code and it was submitted under Respondent's Bind ID of snc6420w instead of Parson's Bind ID.

20. Zeglin testified that a standard auto policy is always a lower cost policy to the customer than a nonstandard policy because those applicants are deemed a greater risk to Allstate. Allstate's Risk Management Policies in effect in North Carolina require an insurance applicant, among other things, to have one year of continuous prior insurance and do not permit the customer to have more than a 30-day lapse in that prior insurance in order to qualify for a standard auto policy. Thus, Love would not have been eligible for either the second or third standard auto policy that she obtained on March 29 and July 1, 2019, respectively, because both policies had terminated for nonpayment of premium more than thirty days prior to the submission of the applications for the second and third policies.

21. During her second interview of Parson on November 21, 2019, Parson declined Zeglin's request to record the interview. During that interview, Zeglin discussed all 3 policies for Love with Parson, including her findings that the sub producer code of 305 was associated with the second policy and that Respondent's unique Allstate Bind ID was associated with the third policy for which false prior insurance information for a policy issued to Viche and William Castleberry had been entered.

22. During his November 21, 2019, interview with Zeglin, Parson recalled that Castleberry was Love's child. Parson also acknowledged that: (a) he assigned each licensed staff a sub producer code to use when entering applications and that the codes were used by him to assign credit to staff for the purpose of paying them commissions for sold policies and (b) 305 was the sub producer code that he assigned to Respondent when she worked for him. When asked why his Allstate Bind ID was on second application with sub producer code 305, Parson advised that Respondent would have been the one who worked with that customer and received credit for that policy because her sub producer code was entered. Parson went on to explain that he had terminated Respondent the week before the November 21, 2019, interview for having frequently failed to show up to work and having failed to explain those absences.

23. As a result of her investigation, Zeglin concluded that there was sufficient evidence to conclude that Respondent was at fault for entering the false prior insurance information on customer Love's second and third policy applications and that there was insufficient evidence to support the conclusion that Parson was at fault other than perhaps having left his computer unattended. Zeglin included these conclusions in the Summary of Evidence that she submitted to Allstate.

24. Complaint Analyst Nadine Scott testified that she sent a written request to Respondent on January 16, 2020, via e-mail to Respondent's e-mail address on file with the Department after she was assigned to investigate the termination for cause letter that the Department received from Allstate. In the response request e-mail, Scott requested Respondent to provide a written response to Allstate's allegations that she had been terminated for cause due to falsification along with any documentation regarding the termination for cause within 10 days of receipt of the e-mail. In an initial e-mail reply to Scott sent the same day that she received the request, Respondent stated that she was "requesting copies of any document related to this claim." In a reply to Respondent's January 16, 2020, e-mail, Scott asked Respondent to forward copies of any documents she received to her attention.

25. By e-mail to Respondent on January 27, 2020, Scott informed Respondent that she had not yet received a written response from Respondent to Scott's January 16, 2020, e-mail which was then past due and thus reiterated the Department's request for a written response to the initial January 16, 2020, e-mail

request. In an e-mail reply sent the same day that she received Scott's follow up e-mail, Respondent stated that she had still not received any documentation supporting this action and that she was "disputing the allegations and would like to proceed with having the decision reversed", and that she "would also like to file a formal complaint against my previous employer due to this incident." In a January 28, 2020, e-mail reply to Respondent, Scott advised Respondent that she would need to send a written complaint to the Department under separate cover if she indeed wanted to file a formal complaint against her previous employer.

26. By e-mail to Respondent on February 18, 2020, Scott again inquired about the status of her past due written response to the Department's January 16, 2020, request and asked whether she had received the documents she had purportedly requested from Allstate. In a February 24, 2020, e-mail reply to Scott, Respondent stated that she had not received anything from Allstate after several attempts. Respondent further asserted that she "terminated employment via resignation," that she advised her boss and his spouse of her resignation, that her employer had been hospitalized for liver and kidney failure, and that she was allegedly still owed two months commission and three days' pay.

27. On February 28, 2020, Scott e-mailed Allstate's Chris Ramirez. In her e-mail, Scott informed Ramirez that Respondent had advised her that she had tried several times to get information regarding her termination for cause from Allstate but had not received a response from Allstate since her last e-mail on February 24, 2020. Scott also advised Ramirez that Respondent alleged that she terminated her employment by resignation and is owed two months of commission and backpay. Scott asked whether Allstate made Respondent aware of her termination for cause and whether it had sent Respondent any paperwork regarding the termination for cause. In a March 20, 2020, e-mail reply, Ramirez told Scott that he did not know who Respondent may have reached out to regarding her termination and enclosed a copy of the Allstate termination letter that was sent to Respondent. Ramirez indicated that any issues of compensation would need to be addressed to Parson since he was Respondent's former employer.

28. On March 20, 2020, Scott e-mailed a copy of the termination for cause letter that Allstate had sent to Respondent and reminded her to forward any documents she may receive from Allstate in response to her request to Scott. Scott further advised Respondent that the Agent Services Division would be scheduling an in person informal conference with her in May 2020 to discuss this matter further. By e-mail to Respondent on April 22, 2020, Scott reminded Respondent again that the Department would be moving forward with an in person informal conference to be held in Raleigh in order to address her termination for cause from Allstate. Scott further advised Respondent that she would be receiving a separate e-mail with the date and time of the conference.



29. By e-mail to Respondent on May 28, 2020, Scott informed Respondent that an informal conference had been scheduled with and at the Department on August 5, 2020, at 2 p.m. in order to discuss allegations against her agent's license arising out of her termination for cause from Allstate. Scott sent a second e-mail to Respondent on July 7, 2020, reminding her of the August 5, 2020, informal conference with the Department. In both e-mails, Scott instructed Respondent to call her if she had any questions prior to the August 5, 2020, informal conference. Respondent failed to attend the informal conference on August 5, 2020, and never contacted Scott by telephone in response to Scott's e-mails.

30. Respondent testified in her own defense. During her testimony, Respondent asserted that Parson told her that he had written the second policy for Love using the false prior insurance policy information for Viche Castleberry's policy and using Respondent's sub producer code in order to give her credit for the sale of the policy. Respondent further alleged that she was the agent who submitted the i-Report complaint and alleged that she did so after Parson allegedly informed her that he wrote the second policy for Love using Respondent's sub producer code. Respondent also asserted that Parson always locked his office where his computer was kept and that he stored a gun in his office.

31. The Department called Zeglin to testify in rebuttal to Respondent's testimony. Zeglin reviewed the ASAP chat log that was associated with the i-Report and acknowledged that the name of the agent who called and complained was set forth throughout the ASAP chat log as Sarah Brice. The ASAP chat log, which was admitted into evidence, clearly identified the agent who complained about the Love policy as Sarah Brice.

32. The undersigned finds that the Respondent's claim during the Hearing that she was the anonymous caller who submitted the i-Report is not credible and amounts to an example of brazen dishonesty and an attempt to deliberately mislead the undersigned.

33. The undersigned finds that the testimony and evidence presented by the Department shows that: (a) Respondent wrote the second standard auto policy for Love on March 29, 2019 using Parson's Bind ID and her own sub producer code, (b) Respondent wrote the third standard auto policy for Love on July 1, 2019 using her own Allstate Bind ID, and (c) Respondent entered prior insurance information for an existing Allstate auto policy that had been issued to Viche and William Castleberry on both the application for the second and third policies in order to qualify Love for standard auto policies and to obtain commissions for the sales of these policies. The undersigned does not find Respondent's testimony blaming Parson for having written the second and third policies to be credible in light of the credible evidence presented by the Department showing that Respondent wrote the second and third policies.

34. Petitioner requested that Respondent's license be revoked pursuant to N.C. Gen. Stat. §§ 58-33-105 and 58-33-46(a)(2), (5), & (8).

### CONCLUSIONS OF LAW

1. This matter is properly before the Commissioner, and the Commissioner has jurisdiction over the parties and the subject matter pursuant to Chapter 58 of the North Carolina General Statutes.

2. The Notice of Administrative Hearing was properly served on Respondent.

3. N. C. Gen. Stat. § 58-33-105 prohibits any agent from “knowingly or willfully making any false or fraudulent statement or representation in or with reference to any application for insurance . . . for the purpose of obtaining any fee, commission, money or benefit from any company engaged in the business of insurance in this State.”

4. Respondent violated N.C. Gen. Stat. § 58-33-105 by entering false prior insurance information for a policy issued to Viche and William Castleberry’s existing Allstate policy on Love’s March 29, 2019, and July 1, 2019, applications for standard Allstate auto policies in order to obtain a fee, commission, money or benefit from the sale of these policies.

5. N.C. Gen. Stat. § 58-33-46(a)(2) states that the Commissioner may place on probation, suspend, or revoke the license of a licensee that has “violated any insurance law of this or any other state, violated any administrative rule, subpoena, or order of the Commissioner or of another state’s insurance regulator, or violated any rule of FINRA.”

6. Respondent’s resident agent’s license should be suspended or revoked pursuant to N.C. Gen. Stat. § 58-33-46(a)(2) based upon her false statements on the two auto insurance applications that she completed and submitted for Love in violation of N.C. Gen. Stat. § 58-33-105.

7. N.C. Gen. Stat. § 58-33-46(a)(5) states that the Commissioner may place on probation, suspend, or revoke the license of a licensee for “intentionally misrepresenting the terms of an actual or proposed insurance contract or application for insurance.”

8. Respondent’s resident agent’s license should be suspended or revoked pursuant to N.C. Gen. Stat. § 58-33-46(a)(5) for having intentionally misrepresented

the terms of actual or proposed insurance contracts and the terms of the applications for insurance that she completed and submitted for Love on March 29, 2019, and July 1, 2019.


9. N.C. Gen. Stat. § 58-33-46(a)(8) states that the Commissioner may place on probation, suspend, or revoke the license of a licensee for “Using fraudulent, coercive, or dishonest practices, or demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in this State or elsewhere.”

10. Respondent’s resident agent’s license should be suspended or revoked pursuant to N.C. Gen. Stat. § 58-33-46(a)(8) for using fraudulent and dishonest practices and demonstrating incompetence and untrustworthiness in the conduct of business in this State. This conclusion is based upon the foregoing findings of fact and conclusions of law.

**ORDER**

Based on the foregoing Finding of Facts and Conclusions of Law, it is ordered that Respondent's license issued by the North Carolina Department of Insurance is hereby REVOKED.

This the 16 day of November, 2021

  
Tyler Radtke  
Hearing Officer  
N.C. Department of Insurance

## APPEAL RIGHTS

This is a Final Agency Decision issued under the authority of N.C. Gen. Stat. § 150B, Article 3A.

Under the provisions of N.C. Gen. Stat. § 150B-45, any party wishing to appeal a final decision of the North Carolina Department of Insurance must file a Petition for Judicial Review in the Superior Court of the county where the person aggrieved by the administrative decision resides, or in the case of a person residing outside the State, the county where the contested case which resulted in the final decision was filed. The appealing party must file the petition within 30 days after being served with a written copy of the Order and Final Agency Decision. In conformity with 11. NCAC 01.0413 and N.C. Gen. Stat. § 1 A-1, Rule 5, this Order and Final Agency Decision was served on the parties on the date it was placed in the mail as indicated by the date on the Certificate of Service attached to this Order and Final Agency Decision. N.C. Gen. Stat. § 150B-46 describes the contents of the Petition, including explicitly stating what exceptions are taken to the decision or procedure and what relief the petitioner seeks, and requires service of the Petition by personal service or by certified mail upon all who were parties of record to the administrative proceedings. The mailing address to be used for service on the Department of Insurance is: A. John Hoomani, General Counsel, 1201 Mail Service Center, Raleigh, NC 27699-1201.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I have this day served the foregoing **ORDER AND FINAL AGENCY DECISION** by mailing a copy of the same via certified U.S. Mail, return receipt requested; via first class U.S. Mail to the licensee at the address provided to the Commissioner pursuant to N.C. Gen. Stat. § 58-2-69(b); and via State Courier to Attorney for Petitioner, addressed as follows:

Amanda Eubank  
427 Weaverville Road  
Asheville NC 28804  
*(Respondent)*

**Certified Mail Tracking Number: 70200640000031853694**

Anne Goco Kirby  
Assistant Attorney General  
N. C. Department of Justice  
Insurance Section  
9001 Mail Service Center  
Raleigh, NC 27699-9001  
*(Attorney for Petitioner)*

This the 16<sup>th</sup> day of November, 2021.

  
Abby Spanh, NCCP  
Paralegal III  
N.C. Department of Insurance  
General Counsel's Office  
1201 Mail Service Center  
Raleigh, NC 27699-1201