BEFORE ALLAN L. MCVEY, INSURANCE COMMISSIONER
STATE OF WEST VIRGINIA

Corey Thaxton

v. **Administrative Proceeding No. 23-IC-02087**

State Auto Property and Casualty Insurance Company

FINAL ORDER

The undersigned, Insurance Commissioner of the State of West Virginia, does hereby adopt and approve the Recommended Decision of the Hearing Examiner, appended hereto, as well as the findings of fact and conclusions of law therein contained. It is consequently ORDERED that Complainant Corey Thaxton failed to prove that State Auto Property and Casualty Insurance Company violated the West Virginia Code or the Code of State Rules. Therefore, the consumer complaint of Corey Thaxton is denied.

Inasmuch as orders entered by the Commissioner are subject to judicial review in the Intermediate Court of Appeals as set forth in W.Va. Code §51-11-4(b)(4), any person aggrieved by this Order may, within 30 days after the entry of the judgment being appealed, file an appeal as set forth in W.Va. Code §33-2-14 and W.Va. R.A.P., Rule 5(b).

ENTERED this 29th day of January, 2024.

ALLAN L. MCVEY, CPCU, ARM, AAI, AAM, AIS
INSURANCE COMMISSIONER

BEFORE ALLAN L. MCVEY, INSURANCE COMMISSIONER
STATE OF WEST VIRGINIA

Corey Thaxton

v. **ADMINISTRATIVE NO.: 23-IC-02087**

State Auto Property and Casualty

RECOMMENDED DECISION OF THE HEARING EXAMINER

On October 16, 2023, a hearing was held before Hearing Examiner Mark W. Carbone, Esq. There then being present was Corey Thaxton (hereinafter "Complainant"). On behalf of State Auto (hereinafter "Respondent") was William H. Harter, Esq. and Douglas Hunt, Adjuster for the Respondent (hereinafter "Adjuster").

Statement of the Case

This matter arises out of a Complaint filed against Respondent alleging unfair trade practices in the settlement of a claim involving a fire at the Complainant's residence.

Findings of Fact

A. BACKGROUND

1. There was a fire at the Complainant's residence in October 2022. At the time of the fire the Complainant was insured by the Respondent. The first notice of loss was sent to the Respondent on October 20, 2022. (Tr. P. 22, 24, 36; Ex. 1, 2)

2. According to the Complainant's policy, he had coverage on his dwelling of $262,000.00, coverage for his shed of $26,200.00 and $131,000.00 coverage for his personal property. (Tr. P. 24-25; Ex. 1)

3. The records indicate that the Complainant was paid $262,000.00 for his dwelling. (Tr. P. 34; Ex. 3)

4. The Complainant believes that he should be paid $26,200.00 for the shed he lost in the fire. (Tr. P. 25)

5. The Complainant believes that he should be paid $131,000.00 for his personal property. (Tr. P. 14)

6. The Adjuster testified that, under the Complainant's policy, the Complainant must prove the value of the shed and the personal property to be reimbursed for the loss of the shed and for personal property. (Tr. P. 30-31)

7. Four days following the notice of loss the Adjuster visited the Complainant's home site. It was his determination that the house was a total loss. After further investigation, it was determined that the Complainant did not have any involvement or fault associated with the fire. (Tr. P. 43; Ex. 8)

B. DWELLING

8. On December 5, 2022, the Complainant contacted the Adjuster informing him that his bank was going to hold onto a substantial amount of money from the dwelling settlement after paying off the Complainant's mortgage. The complainant asked for two separate checks,

one to him and one to the bank to pay off the mortgage. Adjuster informed the Complainant that the Respondent is required to put the bank on the check. (Tr. P. 72-73; Ex. 2)

9. According to Respondent's Adjuster, West Virginia has a value policy rule which means that if a dwelling is a total loss, the insurance company must pay the full coverage amount. This rule does not apply to other structures or personal property. (Tr. P. 30-31)

10. The Adjuster testified that, under the Complainant's policy, the Complainant must prove the value of the shed and the personal property to be reimbursed for the loss of the shed and for personal property. (Tr. P. 30-31)

11. The Complainant also claimed that he is entitled to the difference between the rent he would have received for his house and the rent the Respondent was paying for the townhouse he was living in. He gave an example that if his house was being rented for $5,000.00 and the Respondent was paying $1,500.00 for the townhouse, the Complainant was entitled to $3,500.00 every month. The Complainant did not produce any evidence of the rental amount on his house. (Tr. P. 19)

12. When the Complainant filed his claim with the Respondent, he had the option to choose between the Fair Rental Option or the Alternative Living Expenses (hereinafter ALE). He chose the ALE. (Tr. P. 31)

13. The Complainant testified that at the time of the fire he was not renting out his house and had never rented his house to anyone. (Tr. P. 26-27)

14. Respondent's Adjuster testified that under the Complainant's policy the Complainant had exercised the option for ALE. Under this endorsement, the Complainant was entitled to housing that met his needs and rental furniture. He was not entitled to the difference

in rental income for his house and what the Respondent was paying for housing under the policy. (Tr. P. 30-32; Ex. 1)

C. SHED

15. The Complainant was initially paid $7,400.00 for the shed. This payment was based on information provided by the Complainant. According to the testimony of the Complainant, he was told by the Respondent's Adjuster to provide the Adjuster with an estimate for the cost of a similar shed and send it to the Respondent so that he could be paid on the shed quickly.

16. The Complainant stated that if he had known that the Respondent would only pay on the estimate he submitted he would have had someone come out and give him an estimate for the actual replacement cost.

17. The Complainant sent an email to the Respondent alleging that it had low balled him on the shed because he had not purchased the original shed from Lowe's, but it had been an Amish built shed. (Tr. P. 61-63; Ex. 24,25)

18. After the Complainant accused the Respondent of lowballing him on the reimbursement the Respondent revised its payment for the shed. He increased the offer by $8,455.00, less the $1,000.00 deductible, for the shed. The amount paid for the shed was determined by Xactimate an estimating platform used by the Respondent. (Tr. P. 56-57, 61; Ex. 19)

19. Even after the increase the Complainant still claimed that what he was paid was still $6,000.00 less than the value of the shed. (Tr. P. 24-26)

20. According to the testimony of the Complainant, he was told by the Respondent's Adjuster to provide the Adjuster with an estimate for the cost of a similar shed and send it to the Respondent so that he could be paid on the shed quickly. The Complainant stated that if he had known that the Respondent would only pay on the estimate, he submitted he would have had someone come out and give him an estimate for the actual replacement cost. He claimed that what he was paid was $6,000.00 less than the value for the shed. (Tr. P. 18, 25-26)

D. PERSONAL PROPERTY

21. The notes prepared by the Adjuster stated that all contents of the home and the shed were consumed by fire. At this point the Adjuster referred the matter to the Edjuster. The Edjuster is an outside vendor that specializes in personal property valuation. This procedure is usually done by phone with the insured. (Tr. P. 45; Ex. 2)

22. The Complainant testified that he did not understand the process and asked for help from "everybody". He went on to state that his concern was that he was not being fully paid for his personal property lost in the fire. (Tr. P. 16-17)

23. On November 11, 2022, the Complainant emailed the Adjuster to tell him that he thought he would have the list of personal property that evening. (Tr. P. 54-55; Ex. 17)

24. Evidently the Complainant submitted an initial list to the Edjuster. On November 17, 2022, the Edjuster sent an email to the Complainant thanking him for sending the list of personal property and requested additional information so that she could properly value the property. The Edjuster attached a spreadsheet where he could provide more information. The Complainant was told that he could approximate the information. (Tr. P. 65; Ex. 74)

25. On November 23, 2022, the Edjuster emailed the Adjuster to let him know that she had not heard about the spreadsheet she had sent to the Complainant. On November 30,2022, the Edjuster sent another email to the Complainant asking him to confirm that he had received the spreadsheet. (Tr. P. 69-71; Ex. 27, 75)

26. On December 2, 2022, The Adjuster sent the Complainant a letter reminding him that of the personal property list is pending and with the Edjuster. (Tr. 71; Ex. 28)

27. On or about December 5, 2022, the Complainant emailed the Adjuster demanding his personal property settlement. The Adjuster informed the Complainant that the Edjuster was waiting for the Complainant to confirm the quantities and age of some of the items he listed. The Edjuster could not finish the personal property claim until that was received. (Tr. P. 73-74; Ex; 2)

28. After the above conversation, the Complainant requested that the personal property payment be held until he can complete the spreadsheet. (Tr. P. 81; Ex. 2)

29. On or about January 23, 2023, the Edjuster provided the Adjuster with a forty-page list of personal property that was lost during the fire. The report lists the items, suggested replacements, supplier, quantity, cost, depreciation, and the cash value. (Tr. 90-91; Ex. 37)

30. The report provided by the Edjuster indicated that the replacement costs for the items listed were $49,246.86 plus taxes of $2,947.98 for a total of $52,194.84. Once you reduce that total by depreciation, the total available for personal property was $26,616.78. (Tr. P. 90-91; Ex. 37)

31. The Adjuster then sent an email to the Complainant detailing the payment for the personal property. The document indicated that the payment of $26,616.78 less the advances to the Complainant of $4,600.00 for a total of $22,016.78. The Adjuster also listed the items that the Edjuster did not have any information. In addition, the Adjuster stated that if the Complainant had additional information concerning the personal property to let the Edjuster know. (Tr. P. 92-94; Ex. 39)

32. The Complainant stated that the Respondent sent him a list of the items that he had given him but disagreed with the list. When asked whether he had contacted the Respondent concerning the issues he had on the list, he stated that he had not. He claimed that he did not provide feedback to the Respondent because he was working with the Insurance Commission. (Tr. P. 14-15)

33. The same day that the Complainant received the personal property detail he responded that he would not accept that payment. He went on to state that the coverage amounts of $131,000.00 would not even cover what he had lost and that he had already spent $10,000.00. (Tr. P. 96-97; Ex. 40)

E. LODGING/ALE

34. When the Respondent received the first notice of loss on October 20, 2022, the Adjuster attempted to contact the Complainant. Eventually he was able to make contact and was told by the Complainant that he would be staying with his mother and did not need housing at this time. (Tr. 39; Ex. 3)

35. During the conversation between the Adjuster and the Complainant on October 20, 2022, the Complainant stated that he did not need any money advances at that time. The Adjuster explained the payments options if they were needed in the future. (Tr. P. 39; Ex. 3)

36. On October 28, 2022, arrangements were made so that the Complainant was placed into a hotel room at the Respondent's expense. (Tr. P. 48; Ex. 11)

37. On November 7, 2022, the Complainant contacted the Adjuster and informed him that the housing arrangement at the hotel was not working out. The Complainant and the vendor hired by the Respondent began looking for alternative housing options. (Tr. P. 50-52; Ex. 14)

38. The Complainant was then moved to a new hotel. This hotel had kitchen facilities. The move appeared to satisfy the Complainant's concerns about housing at that time. (Tr. P. 59; Ex. 22)

39. After residing in the hotel room with a kitchen, the Complainant again asked for different accommodations. He stated that the hotel room was not big enough when his children were visiting. (Tr. P. 51)

40. On December 23, 2022, the Adjuster was informed that a townhome had been located and the Complainant was willing to move into that location. On that same day the Adjuster authorized a payment for a six-month lease on the townhome. (Tr. P. 78-79; Ex. 2)

41. The Respondent arranged to have furniture delivered to the townhouse. The Complainant refused the furniture based on the timing of the delivery. He claimed that he did not have enough time to go to the townhouse after checking out of the hotel. The furniture that the Complainant refused to accept was sent to the townhouse from Housing Headquarters. The

Complainant was not sure what the relationship is between the Respondent and Housing Headquarters.

42. Another complaint expressed by the Complainant was that a mattress delivered to his townhouse was full of bedbugs and he refused to accept it. The Complainant stated that he was forced to purchase his own furniture. (Tr. P. 19-20)

43. The Adjuster testified that he had received correspondence from the vendor responsible for obtaining housing and did not believe that there were bedbugs in the mattress and that the Complainant wanted to purchase his own furniture and was not forced to do it. (Tr. P. 85-86; Ex. 2)

F. SUMMARY

44. By November 11, 2022, the Respondent had finished the estimate for the house, shed and verified that debris removal coverage for $5,000.00 was available under the policy. The Complainant had received payment for all three of these coverages. (Tr. P. 55-56; Ex. 17)

45. The Complainant received $262,000.00 for his dwelling. He was also paid $8,455.00, less the $1,000.00 deductible, for the shed. The amount paid for the shed was determined by Xactimate an estimating platform used by the Respondent. (Tr. P. 56-57; Ex. 19)

46. On January 4, 2023, a vendor sent a statement to the Complainant concerning the total amount paid on his behalf for hotel stays and the rent for the townhouse for the next six months. The total amount on the statement was $17,589.79. All of these expenses were paid by the Respondent. (Tr. P. 87-88; Ex. 35)

ANALYSIS

The Complainant's complaints against the Respondent can be divided into four categories. The first category involves his home and rental income. The second category is the value associated with shed. The third category is the Complainant's concerns about the personal property payment. Finally, his fourth category is the Lodging/ALE he received after the fire.

The Complainant's home and shed were destroyed in a fire in October 2022. The home and shed were a total loss as well as the personal property contained in those two buildings. While it is not clear from the testimony the exact date the fire occurred, it was reported to the Respondent on October 20, 2022.

At the time of the fire the Complainant's insurance policy in effect provided coverage for the Complainant's home for $262,000.00, coverage for his shed of $26,200.00 and for personal property $131,000.00.

In January 1980, the West Virginia Insurance Commissioner issued an Informational Letter. The purpose of the Letter was to clarify the requirements of West Virginia Code §33-17-9. The Letter stated that when there is a total loss of insured real property the amount of coverage on an insured's home is what the insured is entitled to receive under the policy. The insurance company cannot reduce the amount for depreciation.

In this matter there is no question that the Complainant's coverage on his home was $262,000.00 and the Respondent paid that amount. The Complainant's issue concerning his real property is not the amount he was paid, but the fact that he was not being paid the rental income he could have got from his home.

His position is that he should be paid the difference between what the Respondent is paying for the Complainant's place to live and what he could be getting in rent if his house hadn't been destroyed.

The Complainant could not take advantage of the rental income portion of his policy because he had never rented out his home. The rental income option would pay the difference between what the Respondent is paying for the Complainant's housing and the rental income the Complainant's house was generating at the time of the fire. The Complainant wanted the rental income even though he had never rented his home. He simply stated that if he had been renting his home he would be getting $5,000.00 per month in rental income. This assertion was made without any facts to support that number.

The insurance policy, Coverage D, that the Complainant had at the time allows two options. The first option is Alternative Living Expenses (ALE). The second option is the Fair Rental Value option. The Complainant's policy concerning Fair Rental Value states "If a loss covered under Section 1 makes that part of the "residence premises" rented to others or held out for rental by you not fit to live in, we cover the fair rental value of such premises less any expenses that do not continue while it is not fit to live in."

If the Complainant had qualified for that option, he would be entitled to the rental income lost due to the fire.

Since the Complainant did not rent his home prior to the fire, the only option was the ALE option. Under this option the Complainant is entitled to suitable housing and rental furniture.

It is clear from the testimony and the exhibits that not only did the Complainant choose ALE, but he used that option to stay in two different hotel rooms and eventually in a townhome.

The Complainant seems to be arguing that he is entitled to ALE and rental income. He makes that argument without any support.

The only option available to the Complainant was ALE and not the Fair Rental Value option. To allow the Complainant to use both options would constitute unjust enrichment. Therefore, the Complainant's complaint that he was not allowed to receive loss of rent and ALE at the same time is without basis.

Another complaint that the Complainant had concerning his home was a concern about how the check was written for his home by the Respondent. The check written by the Respondent was made out to both the Complainant and the bank that held the mortgage. According to the Complainant, the bank was going to satisfy the mortgage but would hold a significant amount of money from the payment for a period of time. It is unknown why the bank took this position, but that issue was not caused by any action by the Respondent. The Complainant wanted the Respondent to write two checks. One check would be made out to the bank for the amount of the mortgage and the second check would be made out to the Complainant for the remaining funds.

The Adjuster for the Respondent testified that under the terms of the policy any check for the dwelling must be written to both the Complainant and the bank. A review of the policy, which was entered into evidence, does require that the Respondent make the payment for the home to both the Complainant and the bank. In pertinent part the policy addresses this issue as follows: "If a mortgage is named in this policy, any loss under Coverage A or B will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages."

The purpose of this requirement is to ensure that the mortgage is paid since the bank is a beneficiary of the policy. Therefore, the complaint concerning the Respondent's refusal to write two checks is not valid.

The next issue raised by the Complainant was concerning the shed which was destroyed by fire. Initially the Complainant stated that he was entitled to the entire amount for coverage on outdoor buildings. The policy allowed for coverage up to $26,200.00. The Complainant asserted that he was entitled to the entire amount.

The Complainant first provided the Respondent with an amount for replacement of the shed, that he found on the internet, of $7,400.00. When the Complainant found out that the Respondent was going to pay that amount, he stated that it was not comparable to the shed that was destroyed. He stated that his shed was an Amish built shed and the one he had gotten from the internet was not of the same quality. When the Complainant submitted another potential price for an Amish built shed, the Respondent immediately gave the Complainant an additional check for the difference.

The Complainant was still not satisfied and demanded the full amount of coverage in his policy. Again, the Complainant was wrong in his assertion that he is entitled to the full amount of coverage. He is only entitled to replacement value, less depreciation.

The next issue is payment for the personal property lost during the fire. Initially, the Complainant was told to make a list of all the personal property that was in his home prior to the fire. The Respondent stated that he did not know what to do because he was not sure whether he had the receipts he needed and whether he could list all of the items. An Edjuster, hired by the Respondent, sent the Complainant a form to assist him with compiling the list.

The Adjuster instructed the Complainant to go room to room to begin a list of his personal property from memory. On December 13, 2022, the Complainant sent an email to the Adjuster demanding that the Respondent pay his personal property claim. At that point, the Adjuster explained that while they had received a list however the Edjuster was waiting for the Complainant to provide the ages and quantities of certain items.

After not receiving any of the information requested by the Edjuster, the Edjuster calculated the value of the Complainant's personal property lost in the fire. On the report given to both the Adjuster and the Complainant, the replacement cost, depreciation and cash value are listed. Replacement costs are what the items would cost if replaced today. Cash value is the what the item would cost on the date of the fire less depreciation.

The report stated that the replacement costs for the items that the Complainant had provided to the Edjuster was $49,246.86. Once taxes were added to that figure the total replacement costs were $52,194.84. After that total for replacement costs is reduced by depreciation the value is now $26,616.78. The Respondent then reduced the total again by the advancement of $4,600.00 given to the Complainant for a final total of $22,016.78.

At the end of the report provided to the Complainant, the Edjuster stated that this number could be revised if the Complainant would provide the additional information the Edjuster had requested several times.

The Complainant, upon receipt of the report, stated that he would not accept the payment and demanded the entire $131,000.00 listed in his policy for personal property. He went on to say, without any proof, that his personal property was worth more than the $131,000.00 listed in his policy.

Again, the Complainant does not understand that even though his personal property coverage is at $131,000.00 that does not mean that he is entitled to that amount of money. Under his policy, he must show generally what he lost in personal property as well as the cost and age of the items. The Complainant claimed that he didn't know what to do and how to do it. It is clear from the evidence at the hearing that both the Adjuster and Edjuster offered the Complainant help at every turn.

The evidence indicated that even with the help of the Edjuster and Adjuster, the Complainant was unwilling or unable to list the various items located in his destroyed home. He was advised that he did not need receipts but did need to tell the Edjuster what items were in his home.

The fact that the Edjuster's total replacement cost was reduced by depreciation is not the fault of the Respondent but simply the terms of the policy that the Complainant purchased. An insurance company is required to follow the policy and do only what the policy requires.

The West Virginia Supreme Court has held "Where the provisions of an insurance policy contract are clear and unambiguous, they are not subject to judicial construction or interpretation, but full effect will be given to the plain meaning intended. Syl., Keffer v. Prudential Ins. Co. , 153 W.Va. 813, 172 S.E.2d 714 (1970)." Auto Club Prop. Cas. Ins. Co. v. Moser, 874 S.E.2d 295 (W. Va. 2022)

Therefore, the complaints by the Complainant concerning the fact that the Respondent failed to pay the entire personal property coverage of $131,000.00, the fact that the Respondent only paid for the items that the Complainant listed as lost and the application of depreciation to the items that the Complainant did list, is without merit.

The terms of the Complainant's policy dictates the actions of the Respondent and the Respondent fully complied with those terms.

The final complaint of the Complainant concerns the living arrangements that were provided to him after the fire. Initially the Complainant stated that he did not need housing since he was staying with his mother. Later the Complainant changed his mind and asked for accommodations.

The Respondent did not hesitate to provide the Complainant with a hotel room. Later when the Complainant decided that he needed a hotel room with a kitchen, the Respondent was quick to respond and provided him with a hotel room with a kitchen.

The next request of the Complainant was for larger accommodation, so the Respondent provided the Complainant with a townhouse. The Respondent was more than responsive to each of the requests of the Complainant.

Another issue dealing with accommodation was the furniture that was delivered to the Complainant's townhouse. The Complainant complained about the timing of the delivery of the furniture. He stated that he checked out of the hotel and by midafternoon the vendor of the Respondent delivered the furniture. The Complainant stated that he was not prepared to receive the furniture and also complained that the mattress that was being delivered was infested with bedbugs.

The Respondent and the vendor vehemently denied that the mattress was infested with bedbugs. Due to the fact that the delivery time was not to his satisfaction and that the mattress allegedly contained bedbugs the Complainant refused to accept the furniture.

When the Complainant refused to accept the furniture, the Respondent then informed the Complainant that he could go out and purchase furniture and the Respondent would advance him the money for the purchase.

Whether the delivery was untimely or that the mattress contained bedbugs is not relevant to the issue of whether the Respondent followed the terms of the policy. The policy allowed the Complainant to have the Respondent provide furniture or the Complainant could purchase his own furniture. Therefore, the actions of the Respondent were in accordance with the Complainant's policy.

While the Complainant did not cite any statutory or rule violation, it is important to look at West Virginia Code of State Rules § 114-14-6.4, which states as follows:

6.4. Offers of settlement. -- a. In any case where there is no dispute as to coverage and liability, it is the duty of every insurer to offer claimants or their authorized representatives, amounts which are fair and reasonable, as shown by the insurer's investigation of the claim, providing the amounts so offered are within policy limits and in accordance with the policy provisions.

b. No insurer may attempt to settle a claim by making a settlement offer that is unreasonably low. The Commissioner shall consider any evidence offered regarding the following factors in determining whether a settlement offer is unreasonably low:

1. The extent to which the insurer considered evidence submitted by the claimant to support the value of the claim;

2. The extent to which the insurer considered legal authority or evidence made known to it or reasonably available;

3. The extent to which the insurer considered the advice of its claims adjuster as to the amount of damages;

4. The extent to which the insurer considered the opinions of independent experts;

5. The procedures used by the insurer in determining the dollar amount of property damage;

6. The extent to which the insurer considered the probable liability of the insured and the likely jury verdict or other final determination of the matter; and

7. Any other credible evidence presented to the Commissioner that demonstrates that the final amount offered in settlement of the claim by the insurer is or is not below the amount that a reasonable person would have offered in settlement of the claim after taking into consideration the relevant facts and circumstances at the time the offer was made.

The Complainant did not offer any evidence that the offers made by the Respondent were not fair and reasonable. The offers were not unreasonably low. The evidence was that the Respondent considered all the evidence given to it by the Complainant and followed the procedures, as dictated by the policy, when making offers to the Complainant. Finally, upon review of all of the evidence at the hearing, it is clear that the offer made by the Respondent is not below what a reasonable person would make to settle the matter. Therefore, there is not violation of West Virginia Code of State Rules § 114-14-6.4.

As is clear from the discussion above, the complaints by the Complainant are without merit.

CONCLUSIONS OF LAW

1. The West Virginia Offices of the Insurance Commission has jurisdiction over this matter by virtue of West Virginia Code Chapter 33.

2. The Complainant has the burden to prove by a preponderance of the evidence that the Respondent violated the West Virginia Unfair Trade Practices Act.

3. The terms of the policy were clear and unambiguous so that the interpretation by the Respondent should be given its full effect. Keffer v. Prudential Ins. Co. 153 W.Va. 813, 172 S.E. 714 (1970)

4. The Complainant failed to prove by a preponderance of the evidence that the Respondent failed to follow the applicable insurance policy when making an offer to the Complainant concerning his dwelling, shed, personal property and his Lodging/ALE.

5. The Complainant failed to prove by a preponderance of the evidence that the Respondent violated West Virginia State Rules § 114-14-6.4

RECOMMENDED DECISION

It is the recommendation of the Hearing Examiner that the complaint filed by Corey Thaxton be denied.

Mark Carbone
Hearing Examiner
January 29, 2024