

FILED

FEB 22 2024

COMMISSION OF INSURANCE
INSURANCE DIVISION OF IOWA

BEFORE THE IOWA INSURANCE COMMISSIONER

IN THE MATTER OF

DARNELL WESLEY HAYES,
NPN 19165878
DOB 9/19/XXXX

Respondent.

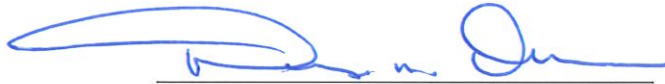
Division Case No. 116052

FINAL ORDER

NOW THEREFORE, the Commissioner takes up for consideration the attached Default Proposed Order of Administrative Law Judge, Rachel Morgan, of the Iowa Department of Inspections and Appeals shown as filed on February 20, 2024.

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

SO ORDERED on this 22nd day of February, 2024



DOUGLAS M. OMMEN
Iowa Insurance Commissioner

Copy to:

Joseph A. Fraioli
Iowa Insurance Division
1963 Bell Avenue, Suite 100
Des Moines, IA 50315
joseph.fraioli@iid.iowa.gov
ATTORNEY FOR THE DIVISION

Darnell Wesley Hayes
6 Kingswood Dr.
Lewisberry, PA 17339
darnellhayes4@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 February 23, 2024.

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:)	
)	
DARNELL WESLEY HAYES,)	DIAL Case No. 24IID0005
NPN 19165878)	Division Case No. 116052
DOB 09/19/XXXX)	
)	
Respondent.)	DEFAULT PROPOSED ORDER
)	

On December 6, 2023, the Iowa Insurance Division (“Division”) filed a Statement of Charges and Notice of Hearing (collectively “Statement of Charges”) against Respondent and 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. On January 24, 2024, the Division filed a Motion for Default because Respondent failed to file an answer as required by law.

A prehearing conference was held on February 15, 2024. The Division appeared through attorney Joseph Fraioli. The Respondent Darnell Hayes failed to appear. This Tribunal heard argument on the Division’s Motion for Default and the exhibits attached to the Division’s motion were entered into the record. For the reasons discussed below, the Division’s Motion for Default is granted.

FINDINGS OF FACT

A. Division Statement of Charges

On December 6, 2023, the Division filed a Statement of Charges alleging six counts against Hayes. Statement of Charges, at pp. 14-20. More specifically, the Division alleged as follows:

- Count One alleges that Hayes violated Iowa Code § 522B.11(1)(h) prohibiting “fraudulent, coercive, or dishonest practices, or demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business” when he failed to tell consumers that they were purchasing a supplemental insurance policy, not a major medical health plan, and input incorrect “demographic information in the applications in order to obtain lower monthly premiums.” *Id.*, at pp. 14-16.
- Count II alleges that Hayes violated Iowa Code § 507B.4(3)(a)(1) prohibition of engaging in a sale that “misrepresents the benefits, advantages, conditions, or terms of any insurance policy” when he failed to disclose to consumers that they were purchasing a supplemental insurance policy and failed to disclose the actual benefits provided by the supplemental insurance policy.

- Count III alleges that Hayes violated Iowa Code § 507B.4(3) and implementing Iowa Administrative Code (I.A.C.) rule 191-15.8(2)(b) by executing a transaction for an insurance customer without the authorization of the customer.
- Count IV alleges that Hayes violated Iowa Code § 522B.11(1)(i) for having his insurance producers license, or its equivalent, revoked in the states of Louisiana and Utah.
- Count V alleges that Hayes violated Iowa Code § 522B.16(1) and implementing I.A.C. rule 191-10.20(4)(b) for failing to timely report to the Division that his insurance produce licenses in Louisiana and Utah had been revoked within thirty days of the date of final disposition of those actions.
- Count VI alleges that Hayes violated Iowa Code § 522B.11(1)(p) for failing or refusing to cooperate in the Division's investigation.

In support of the above six counts, the Division alleged the following relevant factual allegations in its Statement of Charges:

2. Darnell Wesley Hayes ("Hayes") is an individual with a last-known residence address of 6 Kingswood Dr., Lewisberry, Pennsylvania 17339-8854.

3. Hayes is and has been licensed in the state of Iowa as a nonresident insurance producer since August 6, 2019. Hayes is licensed under National Producer Number 19165878.

4. Pursuant to Iowa Code § 505.28, Hayes consented to the jurisdiction of the Commissioner of Insurance by committing acts governed by chapters 507B and 522B.

...

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

7. The Division issued Hayes a license as a nonresident insurance producer on August 6, 2019, and assigned to Hayes National Producer Number 19165878.

8. Hayes was appointed as an insurance sales agent for the Chesapeake Life Insurance Company ("Chesapeake"), a HealthMarkets Company, on May 24, 2019. Chesapeake underwrites SureBridge supplemental insurance policies. Hayes resigned from this position on June 24, 2022.

9. On October 14, 2022, the Division received notification from Chesapeake of its decision to terminate Hayes's appointment for cause due to suspected fraud.

Chesapeake alleged that while appointed with Chesapeake Hayes enrolled consumers in supplemental health insurance plans without their knowledge or consent, misrepresented the benefits of those plans, and engaged in fraud during the enrollment process in his dealings with out-of-state consumers P.I., L.J., D.D., D.M., R.A., K.K., A.K., D.B., C.H., and D.E. (collectively "Consumers").

...

Consumer Sales

20. Between July 23, 2021, and June 24, 2022, Consumers contacted Hayes by telephone seeking major medical health insurance coverage. Consumers told Hayes the amount they were comfortable spending, and Hayes proceeded to identify appropriate major medical plans.

21. Many of the Consumers indicated that cost was a significant consideration in their decision to seek coverage. Some of the Consumers were retired and on fixed or limited income.

22. In addition to signing Consumers up for major medical insurance plans during these calls, Hayes completed electronic SureBridge supplemental insurance applications ("the Application") for Consumers without their knowledge or consent. At no point in Consumers' conversations with Hayes did Consumers request supplemental health insurance coverage.

23. When entering Consumers' personal health information, Hayes often entered incorrect information. For example, Consumer P.I. told Hayes she weighed "210 plus" lbs., but Hayes entered a weight of 180 lbs. on the Application, and Consumer A.K. told Hayes she weighed 205 lbs., but Hayes entered a weight of 160 lbs. on the Application.

24. Hayes also often misreported other demographic information for Consumers during these transactions. For example, Consumer R.A. reported her household income as \$80,000.00, but Hayes documented a household income of \$25,000.00 on the quote for her major medical plan.

...

26. In misreporting this information or omitting Consumers' other pertinent health information, Hayes was able to secure extremely inexpensive monthly premiums for the major medical health insurance plans proposed to Consumers- in some cases, monthly premiums of \$0.00. Hayes would then communicate to Consumers the cost of the SureBridge plan(s) as the cost of the major medical insurance plan.

27. For example, Hayes told Consumer P.I. that the monthly premium for a major medical health plan with BCBS would be \$386.60. However, the quoted monthly premium for A.K.'s BCBS plan was actually \$0.00, and the \$386.60 price instead

represented the monthly premium for a HospitalWise plan and HeartWise plan with SureBridge.

28. At no point did Hayes identify these plans as supplemental SureBridge health insurance, and with the exception of Consumer A.K. did not otherwise inform Consumers that they were applying for supplemental insurance coverage.

29. Hayes informed Consumers that the major medical health insurance plans they were purchasing provided 100% coverage for accidents, hospital and emergency room visits, and ambulance rides, and that Consumers would not pay anything out-of-pocket in those situations. Hayes often stated that Consumers would have "no out-of-pocket expenses" and "wouldn't pay anything/a dime" in these circumstances.

30. The heading of each page of the Application includes the language "APPLICATION FOR SUPPLEMENTAL POLICIES."

31. Page thirteen (13) of the Application includes the following disclaimer: I FURTHER UNDERSTAND THAT THESE POLICIES ARE A SUPPLEMENT TO HEALTH INSURANCE AND ARE NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE, AND THAT LACK OF MAJOR MEDICAL COVERAGE (OR OTHER MINIMUM ESSENTIAL COVERAGE) MAY RESULT IN AN ADDITIONAL PAYMENT WITH MY TAXES. I further understand that the plans for which I have applied are supplemental plans but are NOT Medicare supplement plans and they should not be considered a substitute for comprehensive health insurance coverage.

32. At no point prior to or during the sales call did Hayes inform Consumers of these disclaimers or provide Consumers with a copy of the Application. All Consumers were under the impression they were only purchasing major medical health insurance coverage.

...

34. All applications required Consumers to provide an electronic signature via DocuSign. However, during Hayes's conversations with Consumers, only Consumers R.A. and C.H. were asked to sign any documents prior to submission of the final application.

The Statement of Charges also alleges that Hayes made a number of misrepresentations regarding coverages for consumers, as set forth below:

40. Contrary to Hayes's representations [of unlimited "100%" coverage for the expenses identified by Hayes], the [HospitalWise Plan] only covers up to \$300 per insured person, per trip, and no more than one trip per day for ambulance transport; and the benefit for skilled nursing confinement is limited to eighty (80) days per

insured person up to \$200 per day. The paperwork further provides various exclusions for coverage.

...

44. Contrary to Hayes's representations [of unlimited "100%" coverage for the expenses identified by Hayes], the [ProtectFit Plus Plan] only provides up to \$150 in coverage per accidental injury if treatment is sought within 72 hours for accidental injury emergency treatment. The plan further provides various benefit limits depending on different factors, including but not limited to the type of injury (bone fracture, burn, laceration, etc.), the location of the injury on the body, and how extensive the injury is.

...

48. Contrary to Hayes's representations [of unlimited "100%" coverage for the expenses identified by Hayes], the [HeartWise Plan] has a \$20,000.00 lifetime maximum benefit for the primary insured. Further, coverage is limited to the first diagnosis of a heart attack, stroke, coronary artery bypass, and angioplasty, and no further coverage is available once the maximum benefit is exhausted unless the plan includes a recurrence rider.

...

52. Contrary to Hayes's representations [of unlimited "100%" coverage for the expenses identified by Hayes], the [CancerWise Plan] has a \$20,000.00 lifetime maximum benefit for the primary insured. Further, coverage is limited to the first diagnosis of invasive cancer, cancer in situ, benign brain tumors, and skin cancer, and no further coverage is available once the maximum benefit is exhausted unless the plan includes a recurrence rider.

...

56. Contrary to Hayes's representations [of unlimited "100%" coverage for the expenses identified by Hayes], the [Accident Direct Plan] has a \$25,000.00 maximum benefit per insured person per year. Further, coverage is only available if certain criteria are met. Hospital stays of one-to-two days without surgery are not covered, and the amount of coverage for hospital stays beyond two days depends on the length of the stay and whether the insured person underwent surgery. Coverage of 100% is available only to an insured person who experienced hospital confinement of at least 14 days, and only up to the maximum per-year \$25,000.00 benefit limit.

...

60. Contrary to Hayes's representations [of unlimited "100%" coverage for the expenses identified by Hayes], the [Critical Accident Direct Plan] has a \$60,000.00

maximum one-time benefit for qualifying injuries, which only include coma, hemiplegia, loss of sight in both eyes, paraplegia, quadriplegia, second-degree burn to at least 20% of the body, third-degree burn to at least 10% of the body, and loss of hearing in both ears.

...

63. Contrary to Hayes's representations [of unlimited "100%" coverage for the expenses identified by Hayes], the [Accident Companion Plan] has a \$10,000.00 maximum benefit per insured person per year for inpatient hospital confinement that begins within 30 days of the accidental injury. There are additional benefits for outpatient emergency and diagnostic cases up to \$1000.00 per injured person per year, and follow-up and restorative treatment up to \$100 per visit, not to exceed five (5) visits per year.

The Statement of Charges concludes with allegations that Hayes failed to report out of state regulatory actions and failed to respond to the Division's communication attempts:

Out-of-State Regulatory Actions

64. On January 13, 2023, the Louisiana Department of insurance ("LA DOI") issued a Summary Suspension and Cease and Desist Order against Hayes ("Louisiana Order"). The LA DOI found that Hayes had engaged in enrollment without permission, failure to notify consumers that supplemental coverage was optional and separate, and failure to notify consumers they were purchasing additional insurance plans, in violation of Louisiana law. To date, Hayes has not notified the Division of the January 13, 2023 Louisiana Order.

65. On March 24, 2023, the LA DOI issued a Notice of Revocation and Notice of Fine ("March 24, 2023 Notice") against Hayes for the same reasons identified in paragraph 64, above. To date, Hayes has not notified the Division of the March 24, 2023 Notice.

66. On April 6, 2023, the Utah Insurance Commissioner ("Utah Insurance Department") entered an order revoking Hayes's Utah nonresident insurance producer license. The Utah Insurance Department found that Hayes failed to report the Louisiana Order, had his Louisiana license subject to discipline in Louisiana, and failed to comply with the Utah Insurance Department's investigation. To date, Hayes has not notified the Division of the Utah order.

Division Communication Attempts

67. On October 21, 2022, a Division investigator sent Hayes a Request for Information ("RFI") to Hayes by email to two email addresses provided by Hayes and noted in his licensing record, Darnell@hayesbenefits.com and darnellhayes4@gmail.com. The RFI directed Hayes to respond to the investigator

by October 31, 2022. The Division received no indication that the emails failed to be delivered. To date, Hayes has not responded to the email.

68. On November 2, 2022, the investigator sent a second RFI to Hayes at the email addresses identified above, and to a third email address obtained through a search of public records, dmoneyrb20@yahoo.com. The RFI directed Hayes to respond to the investigator by November 14, 2022. The Division received no indication that the emails failed to be delivered. To date, Hayes has not responded to the email.

69. Also on November 2, 2022, the investigator mailed a copy of the second RFI to the residence and mailing address provided by Hayes and noted in his licensing record, 6 Kingswood Dr., Lewisberry, Pennsylvania 17339-8854, by FedEx delivery. The RFI directed Hayes to respond to the investigator by November 14, 2022. The Division received confirmation from FedEx that the RFI was delivered on November 3, 2022, and signed for by "M. Darnell." To date, Hayes has not responded to the RFI.

Id., at pp. 2-14.

B. Respondent's Default

The Division filed its Statement of Charges against Hayes on December 6, 2023. A scheduling order was filed on January 11, 2024 setting this matter for an evidentiary hearing for February 29, 2024.

On December 7, 2024, in accordance with 191 I.A.C. § 3.5, the Statement of Charges were sent via restricted certified mail to Hayes at the address the Division had on file, 6 Kingswood Drive, Lewisberry, PA 17339. Ex. 1. On December 20, 2023, the Division also sent the Statement of Charges via First Class Mail to the above address. Neither the restricted certified mail nor the regular mail were returned to the Division. In addition, the Division emailed the statement to the email address provided by Hayes and noted in his Division licensing record, darnellhayes4@gmail.com. The Division received no notification that the email failed to be delivered. Ex. 2.

To date, Hayes has failed to file an answer to the Statement of Charges. Hayes did not request, nor did the Division consent to, Hayes filing an answer beyond the twenty days of the service of the Statement of Charges. Indeed, the Division has not received any communication from Hayes or a representative for Hayes regarding the Statement of Charges.

The Division filed a Motion for Default on January 31, 2024 arguing that Hayes was in default due to his failure to file an answer and requested a finding in its favor on the six counts listed in the Statement of Charges. Default Motion at 5-6. In addition, the Division requested the following relief: (1) the revocation of Hayes's insurance produce license; (2) a cease and desist order prohibiting Hayes from engaging in the business of insurance in Iowa; (3) a civil penalty in the amount of \$5,000.00; and (4) an order requiring reimbursement of \$3,698.75 in investigation and prosecution costs. *Id.*, at p. 5. The motion for default was sent via First Class Mail to Hayes at his last known address. The motion was also emailed to Hayes at darnellhayes4@gmail.com. Hayes

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failed to respond to the Division's motion to default order within ten days as required by 191 I.A.C. § 3.15(2).

CONCLUSIONS OF LAW

The Iowa legislature created the Division "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 ch. 522B. Pursuant to this statutory authority, the Division promulgated various administrative rules governing the licensing and conduct of those in the business of insurance. For example, Chapter 10 of the Division'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 the Division'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 the Division 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, the Division 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 conduct at issue, but includes fines, prosecution costs, adverse action against a licensee, and other corrective action. *See, e.g., id.* § 505.8(10) ("the [Division] 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 the Division files a statement of charges against an individual, a contested case proceeding is commenced. In a contested case proceeding, all parties are entitled to reasonable notice of the hearing and the charges filed. Iowa Code §17A.12. The Division 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. However, Rule 191-3.5(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 charges are brought has 20 days to file an answer to the notice of hearing. 191 I.A.C. § 3.5(3). If a party fails to file an answer or otherwise participate, a default may be entered. 191 I.A.C. § 3.22. 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. Rule 191-3.22(2), provides "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."

If default decision is awarded, Rule 191-3.22(9) provides that, "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.” (Emphasis added). Rule 191-3.22(9) does not require an entry of a default decision; rather, the use of the term “may” in the Rule gives this Tribunal discretion as to whether to issue a default decision and to determine the appropriate 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.”).

Here, the Division’s Motion for Default should be granted. First, Hayes was properly served with the Statement of Charges. In accordance with Rule 191-3.5, the Statement of Charges was mailed to Hayes via restricted certified mail on December 7, 2023. On December 20, 2023, the Statement of Charges was mailed via First Class Mail and email. None of the mailings, including the email, have been returned as undelivered. Although the record does not indicate that Hayes actually received the Statement of Charges, such evidence is not needed to constitute sufficient service under the Division’s rules. When Hayes submitted his Uniform Application, he consented in writing to have the commissioner accept service of process on his behalf. Rule 191-3.5(1) provides that delivery is accomplished when the Statement of Charges is signed by the commissioner. As such, delivery of the Statement of Charges was made on Hayes on December 6, 2023. In addition, Hayes has failed to file an answer or otherwise participate in this proceeding. Accordingly, under 191 I.A.C. § 3.22 Hayes may be found in default.

Further, the record indicates that a default should be entered in this case. The Division mailed the relevant documents to the address that Hayes was required to maintain with the Division and at which Hayes had accepted previous mailings from the Division. In addition, the Division emailed the relevant documents to Hayes’s email address listed with the Division. None of the relevant documents were returned to the Division as undelivered. With this record, it appears that Hayes is making a choice not to participate. Given this, there is nothing in the record to suggest that a hearing on the merits is necessary to avoid an injustice, and the public is served by a prompt resolution of this matter.

In addition, the allegations in the Statement of Charges establish that Hayes engaged in actions that are in violation of Iowa law. Specifically, the allegations in the Statement of Charges demonstrate that Hayes violated Iowa Code § 522B.11(1)(h) prohibiting fraudulent practices; Iowa Code § 507B.4(3)(a)(1) prohibiting misrepresentations of benefits and conditions in insurance policies, Iowa Code § 507B.4(3) prohibiting transactions without authorization, Iowa Code § 522B.11(1)(i) engaging in conduct that resulted in his license being revoked in another state, Iowa Code § 522B.16(1) requiring an individual to report regulatory actions, and Iowa Code § 522B.11(1)(p) for failure to cooperate with the Division’s investigation. In reaching this conclusion, this Tribunal accepts the allegations in the Statement of Charges as true. *See* 191 I.A.C. § 15(2) (providing that a motion is considered unchallenged if no response is filed); 191 I.A.C. § 3.22(9) (granting authority to award any relief consistent with the charging documents and the issue contained therein).¹

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.

Finally, the relief requested by the Division is “consistent with the request for relief made in the petition, notice of hearing, or charging document and embraced in its issues.” 191 I.A.C. § 3.22(9). Thus, authority exists to grant the Motion to Default and the totality of the circumstances indicates that it should as the requested sanction is proportionate. Accordingly, the Motion for Default is GRANTED.

ORDERS

IT IS HEREBY ORDERED:

- A. Darnell Hayes is in default pursuant to Iowa Administrative Code r. 191-3.22 and all statements as pled in the Statement of Charges against Darnell Hayes are deemed admitted as true for purposes of this decision;
- B. Darnell Hayes’s insurance producer license is immediately revoked pursuant to Iowa Code §§ 507B.7, 522B.11, and 522B.17;
- C. Darnell Hayes shall cease and desist from engaging in unfair or deceptive practices and the business of insurance in this state pursuant to Iowa Code §§ 522B.7 and 522B.17;
- D. A civil penalty in the amount of \$5,000 is assessed, 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;
- E. Costs of the investigation and prosecution of this matter are assessed in the amount of \$3,698.75 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.

Dated this the 20th day of February 2024.

cc: Joseph Fraioli and Brooke Hohn, Iowa Insurance Division (By AEDMS)
Darnell Hayes, 6 Kingswood Dr., Lewisberry, PA, 17339, darnellhayes4@gmail.com (By Email and Mail)

Case Title: IN THE MATTER OF DARNELL WESLEY HAYES
Case Number: 24IID0005
Type: Order

IT IS SO ORDERED.

A handwritten signature in black ink that reads "Rachel D Morgan". The signature is written in a cursive style with a large initial "R" and "M".

Rachel Morgan, Administrative Law Judge