

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 )  
 )  
 JEWELL BROADWAY, ) ORDER AND  
 (NPN #19907139), AND ) FINAL AGENCY DECISION  
 WILLIAM L. BROADWAY ) Docket No. 2310  
 AGENCY, )  
 (NPN# 6620032) )  
 )  
 Respondents. )  
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This matter was heard on September 25, 2025, by the undersigned Hearing Officer, as designated by the Commissioner of Insurance pursuant to N.C. Gen. Stat. § 58-2-55. The administrative hearing was held at the hearing room of the North Carolina Department of Insurance, located at 3200 Beechleaf Court, Raleigh, North Carolina. Special Deputy Attorney General M. Denise Stanford and Assistant Attorney General Nicholas B. Sorensen represented the North Carolina Department of Insurance (“Department”), Agent Services Division (“Petitioner” or “ASD”). Respondent Jewell Broadway (“Agent” or “Respondent”) and Respondent William L. Broadway Agency (“Agency” or “Respondent”) (collectively “Respondents”) did not appear and were not represented by counsel at the hearing.

Ritchie Dabbs, Regional Sales Manager for National General Insurance, Rina Lewis, Fonda Parker, Bernita Saunders, Alverta Simpson, and Deloris Foxx testified for Petitioner by WebEx. Karla Holt, a Senior Insurance Consumer Analyst for the Consumer Services Division (“CSD”) of the Department, Ebony Burch, Lemarcus Foard, Frederick Adams, Michella Adams, Tracy Childers, Agency Investigator for ASD, and Jennifer Collins, Agency Investigations Supervisor for ASD, testified for Petitioner as well. Petitioner introduced Exhibits 1-14, 16-19, 21-53, 55-60, and 63 into evidence, which were admitted. Petitioner introduced Exhibits 61 and 62 into evidence, which are admitted for the reasons found in this Order.

BASED UPON the careful consideration of the allegations set forth in the Notice of Administrative Hearing (“Notice”) and attached Petition for Administrative Hearing (“Petition”) in this matter, as well as documentary and testimonial evidence

introduced at the hearing, the undersigned Hearing Officer hereby makes the following Findings of Fact and Conclusions of Law:

### **FINDINGS OF FACT**

1. The Notice of Administrative Hearing was properly served on Respondent via personal delivery and certified mail. *See Pet'r's Exs. 1 and 3.*

2. The Department is a state agency, responsible for the enforcement of insurance laws and regulating and licensing insurance producers and business entities in accordance with Chapter 58 of the North Carolina General Statutes.

3. The Notice and attached Petition, Order of Summary Suspension, and the Affidavit of Service were admitted into evidence as administrative exhibits. *See Pet'r's Exs. 1-3.*

4. Respondent Jewell Broadway holds a resident insurance producer license issued by the Department, NPN No. 6603640. Respondent was licensed by the Department as an insurance producer on January 4, 1983. *See Pet'r's Ex. 4.*

5. Respondent William L. Broadway Agency is licensed by the Department as a business entity, NPN No. 6620032, and first became licensed on November 20, 1995. Agent has served as the designated responsible licensed producer ("DRLP") for Agency. *See Pet'r's Ex. 5.*

6. On August 15, 2025, Respondents' licenses were summarily suspended, pursuant to N.C. Gen. Stat. § 150B-3(c), upon a finding by the Commissioner of Insurance ("Commissioner") that there was good cause to believe that emergency action was required to protect the public health, safety, or welfare. Respondents were ordered to refrain from engaging in any and all activities associated with their licenses until there had been a hearing and determination on the status of the licenses. *See Pet'r's Ex. 3.*

7. Respondents operated out of Salisbury, North Carolina and were assisted by Stephanie Broadway, Agent's daughter. Stephanie Broadway is not licensed by the Commissioner as an insurance producer. *See Pet'r's Ex. 57.*

8. Jennifer Collins ("Ms. Collins") is the Agency Investigations Supervisor for Petitioner. In this role she oversees a team of investigators who perform audits and investigations of agencies to ensure legal compliance.

9. On June 5, 2025, Agent was contacted by James Green, an employee under the direction of Mr. Dabbs with National General, to address draft attempts from Agency's account for money owed to National General which came back due to non-sufficient funds ("NSF"). *See Pet'r's Ex. 60.*

10. On June 10, 2025, Mr. Green spoke with Agent to address a reversed payment which led to a policy cancellation and a complaint from the consumer in question. National General records indicated that the payment was reversed by Agency. It was recorded that the situation became tense, and that Agent asked Mr. Green to leave. *See Pet'r's Ex. 60.*

11. On June 12, 2025, Ms. Collins was contacted by Ritchie Dabbs ("Mr. Dabbs"), a Territory Sales Manager, for National General Management Corporation ("National General"), who notified her that the company would be referring Respondents for investigation. *See Pet'r's Ex. 1.*

12. On June 17, 2025, Petitioner received the referral from National General to perform an audit of Agency based on multiple non-sufficient funds alerts during attempts to draft insurance premiums from Agency's bank account. *See Pet'r's Exs. 1 and 42.*

13. Subsequent to the referral from National General, Petitioner received referrals from CSD to investigate complaints made by Rina Lewis ("Ms. Lewis"), Frederick Adams ("Mr. Adams"), and Fonda Parker ("Ms. Parker"). *See Pet'r's Exs. 6-8.*

14. Tracy Childers ("Ms. Childers") is an agency investigator for ASD. Ms. Childers partnered with Ms. Collins to handle the investigation of Respondents on behalf of Petitioner (collectively "the investigators").

15. The investigators acquired copies of the complaints for the referred consumers and the documentation kept by CSD, including phone recordings and responses from the insurance company. *See Pet'r's Exs. 9-10, 12, 17-19.*

16. Ms. Collins was able to search CSD records by utilizing the OTIS database, and identified an additional complaint from Mary Waller, which involved Respondents. Ms. Collins pulled the complaint and the CSD file for Ms. Waller to aid the investigation. *See Pet'r's Exs. 11 and 14.*

17. On June 17, 2025, CSD received a complaint from Bernita Saunders ("Ms. Saunders"), who was requesting assistance with homeowners' insurance after attempting to work with Respondents and Stephanie Broadway to obtain coverage. *See Pet'r's Ex. 24.*

18. On June 20, 2025, after filing a police report, Ebony Burch ("Ms. Burch") submitted a request for assistance to CSD. *See Pet'r's Ex. 25.*

19. On June 23, 2025, National General disabled Respondents' sweep account authority due to the quantity of NSF draft attempts for premium payments

due to the company. This was communicated to Respondents on the same date. *See Pet'r's Ex. 60.*

20. On June 23, 2025, the investigators arrived at Agency for an unannounced audit. During this audit, Ms. Childers took pictures documenting the state of the agency. These pictures documented that incorrect legal information about fees was being communicated to consumers and that consumer personal information was not being properly stored by the Agency. *See Pet'r's Exs. 28 and 51.*

21. During the audit, the investigators overheard Agent telling customers that her daughter, Stephanie Broadway, was acting Commissioner of Insurance for North Carolina.

22. During the audit, the investigators witnessed a customer named Bill McCullough ("Mr. McCullough") enter the store with a notice of cancellation from National Grange Mutual ("NGM") and confront Agent in regard to his automobile insurance policy. *See Pet'r's Ex. 27.*

23. The investigators spoke with Agent at the audit. Agent admitted that her daughter, Stephanie Broadway, performed actions requiring an insurance producer license. Agent also claimed that Stephanie Broadway was an acting Commissioner of Insurance.

24. The investigators requested six years' worth of banking records for Agency at the audit. Agent was able to provide on June 23, 2025, partial records covering statements from December 2023 through May of 2025. *See Pet'r's Exs. 36-38.*

25. The investigators also reviewed and took photocopies of manual receipt books kept and maintained by Agency. These receipts did not contain the name and address of Agency. Some, but not all of these receipts, included the name of the company insuring the policy. *See Pet'r's Ex. 31 and 32.*

26. Following the hearing, Mr. McCullough and the insurance company carrying his policy were contacted by the investigators. The insurance company provided an e-mail response and a billing summary detailing that Mr. McCullough's payments were uploaded by Agency and that he had been sent a pending cancellation due to non-payment of a May 4, 2025, premium bill. *See Pet'r's Exs. 29 and 30.*

27. On June 24, 2025, Progressive Insurance terminated its producer agreement with Agency. *See Pet'r's Ex. 39.*

28. On June 24, 2025, Ms. Collins e-mailed Agent requesting policy records and documentation regarding the complaining consumers and complete copies of the

requested financial statements for Agency. Agent did not respond to this request. *See Pet'r's Ex. 40.*

29. On June 27, 2025, Ms. Collins e-mailed Agent a follow-up request for the records and responses requested on June 24, 2025. Agent did not respond to this e-mail. *See Pet'r's Ex. 40.*

30. On June 30, 2025, Ms. Childers called Agent to remind her of her obligation to provide the records and responses previously requested on June 24th and 27th. Agent did not provide the necessary documentation after the call.

31. During the course of the investigation, the investigators also reached out to the insurance companies Respondents were appointed with to obtain documentation and records regarding consumers of Respondents. *See Pet'r's Exs. 13, 30, and 41.*

32. When requesting information from the insurance companies, the investigators provided manual receipts containing policy numbers acquired from Agency to the companies in order to determine if the received payments were uploaded by Respondents to the insurance carriers.

33. Progressive Insurance provided a chart which identified multiple instances where no uploaded payment was identified in conjunction with a manual receipt from a payment received by Respondents from a company policyholder. This includes payments for policies held by Alverta Simpson ("Ms. Simpson"). *See Pet'r's Ex. 45.*

34. Additionally, Progressive Insurance provided NSF records for Agency. *See Pet'r's Ex. 44.*

35. Main Street America provided a chart showing multiple instances where no uploaded payment was identified in conjunction with a manual receipt from a payment received by Respondents from a company policyholder. This includes payments for policies held by Mr. McCullough. *See Pet'r Ex. 46.*

36. Foremost Insurance provided marketing notes, compiled by Wade Baccich, which documented Agent reporting that Stephanie Broadway did most of the quoting for Agency. Ms. Broadway is not licensed to act as an insurance producer. *See Pet'r's Exs. 26 and 57*

37. On July 1, 2025, Anthony Harris submitted a request for assistance to CSD. Mr. Harris wrote he had received a lapse in automobile insurance coverage notice and civil penalty from the North Carolina Division of Motor Vehicles ("NC DMV") and that he had been told by Agent to ignore these notices. Mr. Harris then

wrote that he had been pulled over on June 26, 2025, and was told by a law enforcement officer that he did not have insurance coverage. Mr. Harris attached to his request receipts he received from Respondents for payments he made on January 9, 2025, February 6, 2025, March 10, 2025, April 14, 2025, May 8, 2025, and on June 11, 2025. *See Pet'r's Exs. 47 and 48.*

38. On July 11, 2025, Mr. Dabbs notified Agent that National General was shutting off new business from Agency. *See Pet'r's Ex. 60.*

39. On July 11, 2025, the investigators made a second visit to Agency and spoke with Agent. The purpose of this visit was to acquire the outstanding documents and records which had been requested during the June 23, 2025 visit and in subsequent written and oral communications with Agent. *See Pet'r's Ex. 40.*

40. During this visit, the investigators reviewed and took photocopies of additional manual receipts kept by Agency. *See Pet'r's Ex. 52.* The investigators travelled with Agent to her financial institutions and acquired physical copies of financial statements for Agency from June 2020 through November of 2023. This was in addition to the records retrieved on June 23, 2025. *See Pet'r's Exs. 33-36.* At this visit, Agent was also questioned by the investigators regarding additional CSD complaints received.

41. On July 14, 2025, National General terminated its agency agreement with Agency on the grounds of malfeasance and failure to properly account and pay for monies owed to National General. *See Pet'r's Ex. 53.*

42. On July 15, 2025, Ms. Childers e-mailed Agent notifying her that requested financial statements for Agency remained outstanding along with documents originally requested on June 24, 2025. Ms. Childers also requested an explanation on Agency procedures for remitting collected premium payments. Ms. Childers also cautioned Agent that her daughter, Stephanie Broadway, was unlicensed and should refrain from selling, soliciting, or negotiating insurance, and that she should cease making statements that Stephanie Broadway was acting Commissioner of Insurance. *See Pet'r's Ex. 55.*

43. At the hearing, Mr. Dabbs testified remotely on behalf of Petitioner. National General received complaints from customers who had acquired their insurance through Respondents. Mr. Dabbs and his subordinates in the field sales team kept notes of interactions with Respondents. Mr. Dabbs recounted the interactions he and his subordinate had with Respondents. *See Pet'r's Ex. 60.*

44. Frequent NSF's when attempting to draw premium funds owed to National General from Agency was the reasoning behind the termination of National General's agency agreement with Agency. *See Pet'r's Exs. 42 and 53.*

45. During May, there were six draft attempts by National General which could not be completed due to NSF's, totaling \$4,631.69. During June, there were six draft attempts by National General which could not be completed due to NSF's, totaling \$5,886.14. During July, there were six draft attempts by National General which could not be completed due to NSF's, totaling \$7,230.27.

46. Mr. Dabbs spoke with Ms. Collins during her investigation and had relayed concerns about Stephanie Broadway potentially acting as an agent without a license. Mr. Dabbs had also provided information to Ms. Collins regarding the billing and cancellation of a policy held by Deloris Foxx ("Ms. Foxx"). *See Pet'r's Exs. 49 and 50.*

47. Ms. Lewis testified remotely at the hearing on behalf of Petitioner. Ms. Lewis was a long-time customer of Respondents and had worked with Agent and Stephanie Broadway to acquire automobile insurance. Ms. Lewis was offered by Stephanie Broadway a company discount of \$50 a month for an automobile insurance policy from National General.

48. As shown by texts and Facebook communications between Ms. Lewis and Stephanie Broadway, payment was provided by Ms. Lewis through Facebook and CashApp to Stephanie Broadway's boyfriend, Johnny Watkins, for automobile insurance. *See Pet'r's Exs. 21-22.*

49. The vehicle Ms. Lewis had sought automobile insurance for through Respondents was involved in an accident in June of 2025. Following the accident, Ms. Lewis's vehicle was towed and impounded due to being uninsured. Ms. Lewis had to pay \$340.00 to recover her vehicle. *See Pet'r's Ex. 23.*

50. Following the accident, Ms. Lewis called National General and was told her vehicle was uninsured.

51. Ms. Lewis messaged and called Stephanie Broadway through Facebook to seek assistance with her insurance coverage and the towing and impound charge. Ms. Lewis also texted Stephanie Broadway to seek assistance with her insurance coverage and the towing and impound charge. *See Pet'r's Exs. 21-23.*

52. In response to the texts from Ms. Lewis, Stephanie Broadway wrote back that she was personally involved in Commissioner of Insurance meetings, including meetings with the NC DMV Commissioner, to sort out her insurance issues and the towing and impound bill. Ms. Lewis requested the name of the company supposedly insuring her vehicle, but Stephanie Broadway would not provide a company name. *See Pet'r's Ex. 22.*

53. When Ms. Lewis informed Stephanie Broadway that she had been told by National General she was uninsured, Stephanie Broadway told Ms. Lewis that her policy was with a different company, but she once again would not name the company. *See Pet'r's Ex. 22.*

54. As a result of these issues, Ms. Lewis contacted CSD for assistance. Ms. Lewis spoke with Karla Holt ("Ms. Holt"), a Senior Insurance Consumer Analyst for the CSD. During this call, Ms. Holt added Agent to the call, in order to better discuss the issues reported by Ms. Lewis. *See Pet'r's Ex. 12.*

55. On the call, Agent misrepresented to Ms. Holt and Ms. Lewis that she was not the writing agent for the policy and that Ms. Lewis had instead procured insurance directly from the company online, when pressed to provide policy information and records. Agent also misrepresented to Ms. Holt and Ms. Lewis that Stephanie Broadway was the acting Commissioner of Insurance in North Carolina. Ms. Holt searched CSD records and determined that Stephanie Broadway was not a licensed agent during the call and confronted Agent with this information. *See Pet'r's Ex. 12.*

56. After Agent left the call, Ms. Holt assisted Ms. Lewis with filing a complaint. This complaint was eventually referred to Petitioner. *See Pet'r's Exs. 7 and 12.*

57. Subsequent to this call, Stephanie Broadway sent texts and Facebook messages to Ms. Lewis demanding to know why she had filed a complaint with the Department. Stephanie Broadway also claimed in these texts that the only reasons she didn't show up as licensed during Ms. Holt's search was due to her employment relationship with Agency. *See Pet'r's Exs. 21-22.*

58. Ms. Lewis was contacted by Ms. Collins after the complaint was referred to Petitioner and provided documents and statements to Ms. Collins to aid her investigation which she affirmed were consistent with her testimony at hearing.

59. Ms. Holt testified at the hearing regarding the call with Ms. Lewis and Agent. CSD calls are normally not recorded; however, consumer analysts are given the prerogative to begin recording a call if something is said which raises alarms or red flags. *See Pet'r's Ex. 12.*

60. During the call with Agent and Ms. Lewis, Ms. Holt chose to record the conversation because several concerns were raised. These concerns included the fact that Agent could not pull up the policy information and records for Ms. Lewis, the claims by Agent that her daughter was acting Commissioner of Insurance, and eventually the realization that Stephanie Broadway appeared to be acting as an insurance producer without a license. *See Pet'r's Ex. 12.*

61. Ms. Parker testified at hearing on behalf of Petitioner. Ms. Parker had been a longtime customer of Agency and had known Agent for many years. In February of 2025, Ms. Parker reached out to Respondents to obtain automobile insurance for her daughter with her husband listed as the named insured.

62. Stephanie Broadway assisted Ms. Parker with obtaining the insurance she was seeking for her daughter, Evonna Parker, and husband. Ms. Parker and Stephanie Broadway communicated via text messages. In these text messages, Stephanie Broadway discussed payment with Ms. Parker, and she performed actions which required her to hold an insurance producer license, including policy quoting. After assisting Ms. Parker through text messages, Stephanie Broadway communicated to Ms. Parker that policy information would be sent by e-mail and that she would have a National General policy with an effective date of February 18, 2025. *See Pet'r's Ex. 16.*

63. After communicating with Stephanie Broadway, Ms. Parker did not receive any policy information. Ms. Parker asked Agent and Stephanie Broadway on multiple occasions for policy information but was never provided any information. *See Pet'r's Ex. 10.*

64. On March 20, 2025, Ms. Parker contacted National General and was told that the only policy on record had been cancelled on March 11, 2025. *See Pet'r's Ex. 10.*

65. After speaking with National General, Ms. Parker called Agency and spoke with Agent. Ms. Parker was told by Agent that she could not provide a policy number because it was being underwritten and that the Commissioner of Insurance and the NC DMV Commissioner were reviewing the underwriting and would not release information until review was completed. *See Pet'r's Ex. 10.*

66. On March 21, 2025, Ms. Parker spoke with CSD and was informed that the Commissioner of Insurance did not handle policy underwriting. Ms. Parker then filed a request for assistance with CSD. *See Pet'r's Ex. 10.*

67. During CSD's investigation, they received a response from National General. The response included documentation that a policy for Ms. Parker's daughter was cancelled for non-payment on March 11, 2025. National General also provided a quote number made by Agent which had listed the incorrect daughter and had never been bound. *See Pet'r's Ex. 17.*

68. Ms. Parker's family received civil penalties from the NC DMV for having a lapse in automobile insurance coverage.

69. Ms. Saunders testified remotely on behalf of Petitioner. Ms. Saunders was a long-time customer of Agency and had known Agent and Stephanie Broadway for many years. Ms. Saunders had received notice from her homeowners' insurance provider, NGM, that her policy would end on June 10, 2025, that it would not renew, and that she would need to find a new provider.

70. Ms. Saunders reached out to Respondents to get assistance in finding new homeowners' insurance on May 20, 2025, to avoid a lapse in coverage.

71. On May 20, 2025, Agent and her daughter, Stephanie Broadway, told Ms. Saunders they would assist her with obtaining Homeowners' insurance through a company called Lititz.

72. By June 9, 2025, no homeowners' insurance had been obtained for Ms. Saunders. Ms. Saunders visited Agency and followed up with Agent and her daughter. Agent assured Ms. Saunders that she would help, and that Stephanie Broadway was going to drive by her house to take pictures to aid in the process.

73. On June 10, 2025, the date of her coverage expiring, Ms. Saunders drove to Agency and asked about her policy information and premium amount. Agent told Ms. Saunders that she had insurance coverage with Lititz. Later that day, Ms. Saunders called Lititz and was told she was in fact not covered, and that no policy had ever been written.

74. Ms. Saunders filed a request for assistance on June 17, 2025, due to the issues caused by Respondents. *See Pet'r's Ex. 24.* Ms. Saunders eventually obtained homeowners' insurance coverage with Farm Bureau, but with a quadrupled deductible compared to her prior policy.

75. Ms. Burch testified on behalf of Petitioner. Ms. Burch wanted to find new automobile insurance coverage with a lower rate. Ms. Burch, with the assistance of her boyfriend, LeMarcus Foard ("Mr. Foard"), contacted Respondents to explore their options. Mr. Foard eventually was in contact with Stephanie Broadway, Agent's unlicensed daughter, via text message and purportedly acquired automobile insurance coverage placed by the unlicensed daughter of Agent. *See Pet'r's Ex. 25.*

76. Mr. Foard made a \$350 payment in person to Stephanie Broadway at her home for a purported insurance policy.

77. Ms. Burch was later informed that she in fact did not have automobile insurance coverage. Ms. Burch drove to Agency and confronted Agent seeking an explanation for why she did not have coverage after Mr. Foard had paid for such a policy. The exchange became heated, and Agent could not provide any policy information. As a result of this exchange, Ms. Burch filed a police report and later

filed her complaint with CSD. *See Pet'r's Ex. 25.*

78. Mr. Foard testified on behalf of Petitioner. Mr. Foard corroborated the account of Ms. Burch and provided the text messages between himself and Stephanie Broadway. In these text messages, Stephanie Broadway made statements regarding policies and quotes, actions restricted to licensed insurance producers. Stephanie Broadway also provided instructions for payment in these texts. *See Pet'r's Ex. 25.*

79. Mr. Foard paid Stephanie Broadway for insurance coverage, but he and Ms. Burch never received insurance information and were later told they were uninsured.

80. Alverta Simpson testified remotely on behalf of Petitioner. Ms. Simpson had been a customer of Agency for many years and had worked with Agent, Stephanie Broadway, and previously Gerald Broadway ("Mr. Broadway"). Ms. Simpson had an automobile insurance policy from Progressive which she made payments on through Agency.

81. When Ms. Simpson made her payments at Agency, she was always given signed receipts which she kept. Ms. Simpson made sure to keep her receipts because she had concerns about the Agency.

82. Ms. Simpson received notices of non-payment from Progressive, despite having made payments on her policy through Respondents. Ms. Simpson and her daughter contacted the customer service line of Progressive for assistance. Following the call, Ms. Simpson's daughter, Michaela Simpson, submitted to Progressive copies of receipts signed by Agent which were issued for payments which the insurance company claimed had not been uploaded. *See Pet'r's Ex. 43.*

83. During Petitioner's investigation, Progressive provided documents showing that Respondents had failed to apply payments made by Ms. Simpson to her policy. *See Pet'r's Exs. 13 and 45.*

84. Ms. Foxx testified on behalf of Petitioner. Ms. Foxx was a long-time customer of Agency who had known Agent and her daughter for many years. Ms. Foxx had acquired a National General automobile insurance through Respondents.

85. Ms. Foxx made her payments for the policy through Respondents. Respondent received receipts for her payments. *See Pet'r's Exs. 58-59.*

86. Despite making payments through Agency, Ms. Foxx was issued a notice of cancellation on her policy on December 31, 2024. The effective date of the cancellation would be January 15, 2025. *See Pet'r's Ex. 50.*

87. Payments were made to reinstate the policy, but additional fees were tacked on due to the payment issues caused by Respondents, and as a result, Ms. Foxx became frustrated and cancelled her policy on February 17, 2025. *See Pet'r's Exs. 49 and 50.*

88. Mr. Adams and his wife, Michella Adams ("Ms. Adams") testified at the hearing on behalf of Petitioner. The couple had acquired automobile insurance from National General through Respondents.

89. Mr. Adams went in early every month to pay his premiums for his car insurance through Respondents. For each payment he was given a receipt. His first receipts for January and February of 2025, came directly from the insurance company. These receipts were introduced at the hearing but required additional redaction prior to their admittance into the record. Said receipts have now been properly redacted and introduced and are therefore admitted into the record. *See Pet'r's Ex. 62.*

90. After his first couple of payments however, Mr. Adams no longer received the same format of receipts, but instead received manual receipts issued by Agency and signed by Agent or Stephanie Broadway. These receipts were also introduced at the hearing but required additional redaction prior to their admittance into the record. Said receipts have now been properly redacted and introduced and are therefore admitted into the record. *See Pet'r's Ex. 61.*

91. Starting in approximately March of 2025, around the time the Adams began receiving the manual receipts rather than the ones generated by National General, the family began receiving notices from creditors of the insured vehicles that the vehicles in question were no longer insured. Mr. Adams then noticed that the creditors were procuring new insurance policies for the vehicles and paying the premiums for the new policies out of his monthly car payments. This was followed by notices from National General, that the vehicles were no longer insured.

92. The Adams communicated by phone and text with Stephanie Broadway with questions and concerns about their insurance coverage. *See Pet'r's Ex. 63.* However, in April of 2025, Ms. Adams visited Agency and confronted Agent regarding the notices they were receiving from the creditors and insurance company. Agent became aggressive and threatened to have Ms. Adams arrested.

93. Mr. Adams later called National General seeking assistance with his insurance policies. Subsequently, Mr. Adams filed a request for assistance with CSD. *See Pet'r's Ex. 9.* Mr. Adams presented his evidence for payment to both parties when seeking assistance.

94. Ms. Childers testified at the hearing on behalf of Petitioner. Ms.

Childers photographed the office during the first audit, including the legally incorrect signage and the documents displaying customer personal information. Contrary to what Respondents had on display, charging fees was not mandatory. Paperwork containing personally identifiable information should have been kept orderly in locked file cabinets, rather than strewn across the desk where customers came to pay as seen in the images taken on June 23, 2025. *See Pet'r's Exs. 28 and 51.*

95. Ms. Childers also recounted conversations with Agent on June 23, 2025. Agent told her and Ms. Collins, that Stephanie Broadway was in fact the acting Commissioner of Insurance. Agent also admitted to the investigators that Stephanie Broadway, an unlicensed employee, was quoting and binding policies for Agency. *See Pet'r's Ex. 57.*

96. In correspondence with Respondents sent by Ms. Collins and Ms. Childers, documents and information were requested. Respondents did not provide the requested information or documents. In the correspondence, the investigators had cited the legal obligation for Respondents to provide the records, documents, and information requested. *See Pet'r's Exs. 40 and 55.*

97. Ms. Childers identified problems in Respondents' financial statements which included negative balances, overdraft fees, NSF fees, reoccurring non-business-related expenditures, and missing records. *See Pet'r's Exs. 33-38.*

98. Non-business-related payments identified in the statements by Ms. Childers includes payments to QVC, Capital One, and Lowes. The intermingling of these personal payments with money owed to insurance companies could risk premium money not being available at all times to the carriers. *See Pet'r's Exs. 33-38.*

99. An overdraft is when an account does not have sufficient funds to process a payment, but the financial institution pays the transaction in question and then charges a fee to the account holder. An NSF is when the bank rejects the charge because the account did not have sufficient funds for the charge.

100. Respondents incurred overdraft fees in September of 2021 when Progressive attempted to draft premium funds owed to the company from Agency's account. *See Pet'r's Ex. 34.*

101. Respondents incurred overdraft and NSF fees in April of 2025. National General and Southern General attempted to draft premium funds owed to the company from Agency's account during this period. *See Pet'r's Ex. 38.*

102. Respondents incurred overdraft and NSF fees in May of 2025. National General attempted to draft premium funds owed to the company from Agency's

account during this period. *See Pet'r's Ex. 38.*

103. Based on these records, funds owed to insurance companies were not available at all times.

104. Ms. Childers also testified regarding receipts obtained from Agency on July 11, 2025. These receipts were issued for payments to National General but were dated after National General had shut off drafts from Agency's account due to the frequent NSFs. This was improper and Respondents should have told consumers to pay National General directly. When confronted about this issue, Agent claimed that money owed to National General would be delivered personally to Mr. Dabbs, which was not a normal practice. *See Pet'r's Exs. 42 and 52.*

105. As shown by marketing notes from Foremost Insurance, Stephanie Broadway was quoting insurance policies, a practice restricted to holders of insurance producer licenses. *See Pet'r's Ex. 26.* Stephanie Broadway holds no licenses from the Department. *See Pet'r's Ex. 57.*

106. During the investigation, Ms. Collins met with Agent on June 23 and July 11, 2025. On both occasions, Agent made statements regarding Stephanie Broadway being the Commissioner of Insurance. Ms. Collins also requested information from Agent regarding consumers and Agent was unable to pull records for the policies and consumers when questioned.

107. Manual receipts were obtained during these audits. These receipts did not contain the name and address of the Agency, and some did not identify the insurance provider as required. *See Pet'r's Exs. 31-32, and 52.*

108. These receipts had been sent to insurance companies for comparison with company records to determine if the received payments had been applied. In many cases, the payments had not been applied and uploaded to the company by Respondents. *See Pet'r's Exs. 45 and 46.*

109. Winford Barnes, a customer of Respondents, had received receipts for payments which were not applied to his policy by Respondents. *See Pet'r's Ex. 56.*

110. Agent failed to respond and produce records upon request by Ms. Collins. Agent also told Ms. Collins that her daughter, Stephanie Broadway, was allegedly serving as acting Commissioner of Insurance. *See Pet'r's Ex. 40.*

### 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 pursuant to N.C. Gen. Stat. § 150B-38(c). *See Pet'r's Exs. 1 and 3.*

3. Despite proper service in this matter, pursuant N.C. Gen. Stat. §§ 1A-1, Rule 4 and 150B-38(c), Respondents failed to attend the September 25, 2025, administrative hearing. *See Pet'r's Exs. 1 and 3.*

4. N.C. Gen. Stat. § 58-33-46(a)(2) provides that the Commissioner may deny, place on probation, suspend, revoke, or refuse to renew any license issued under this Article if the licensee violates any insurance law of this state or any other state.

5. N.C. Gen. Stat. § 58-2-162 prohibits insurance producers from intentionally embezzling, or fraudulently converting, to their own use money and negotiable instruments received by them in their performance as an insurance producer.

6. The undersigned finds that Respondents, either directly or through the actions of Stephanie Broadway, an employee of Agency, intentionally embezzled and fraudulently converted premium payments for multiple consumers which were owed and due to insurance companies. Rina Lewis, Anthony Harris, Frederick Adams, Michella Adams, Alverta Simpson, Deloris Foxx, Ebony Burch, and Evonna Parker all had entrusted premium payments for insurance policies to Respondents for them to upload and send to the insurance companies to be applied to their policies. In each listed case, Agency, acting through either Agent or Stephanie Broadway, failed to properly upload the money towards the policy in question.

7. By failing to upload payments for multiple consumers in their performance as an insurance producer and as a business entity, Respondents intentionally embezzled money and negotiable instruments in violation of N.C. Gen. Stat. § 58-2-162.

8. N.C. Gen. Stat. § 58-2-185 requires all companies, insurance producers or agents doing any kind of insurance business in North Carolina to make and keep a full and correct record of business done by them, showing the number, date, term, amount insured, premiums, and the persons to whom issued. Furthermore, it requires the companies, producers, and agents to furnish these records to the Commissioner on demand, and to have original books of record open for inspection when demanded by the Commissioner.

9. N.C. Gen. Stat. § 58-2-195, requires insurance producers and agencies to keep and maintain records of insurance business and to allow for inspection and examination of these records upon demand from Commissioner.

10. N.C. Gen. Stat. § 58-2-200 makes it the duty of any person in possession or control of any books, accounts, or papers, of any company licensed under Articles 1 through 64 of this Chapter, to exhibit the same to the Commissioner, or a person acting for the Commissioner. Any person who refuses a demand to exhibit books, accounts, or papers, or who knowingly or willfully makes false statements in regard to the same, shall be subject to suspension or revocation of their license.

11. Petitioner's investigators made oral requests to Respondents on June 23, June 30, and on July 11 of 2025, for copies and inspection of records of insurance business. The investigators also made requests in writing for these insurance business records on June 24, June 27, July 2, and on July 15, of 2025. Respondents did not fully comply with these requests for records from Petitioner. *See Pet'r's Exs. 40 and 55.*

12. By failing to provide records and documents upon demand and by failing to allow full inspection and examination of records, Respondents are in violation of N.C. Gen. Stat. §§ 58-2-185, 58-2-195, and 58-2-200.

13. 11 NCAC 04.0121, titled "Premium Payment Receipts," requires all premium payment receipts and copies issued by an agent to be dated, contain the name and address of the agent or agency, the name of the insurer, and be signed by the person accepting the payment.

14. During the June 23 and July 11, 2025 audits of Agency, several manual receipts were obtained by the investigators. These receipts did not contain the name and address of Agent or Agency. Some, but not all, of these receipts contained the name of the insurer or insurance company the policy was with. *See Pet'r's Exs. 31-32, and 52.* Therefore, Respondents are in violation of 11 NCAC 04.0121.

15. 11 NCAC 04.0429, titled "Commingling," states that the accounting records maintained by agents, brokers, and limited representatives shall be separate and apart from any other business records and demonstrate at all times that collected funds due to insurers and return premiums due to policyholders are available at all times.

16. During the June 23, and July 11, 2025 audits, the investigators obtained Agency's bank statements for June of 2020 through May 31, 2025 (excluding missing records for July of 2024). *See Pet'r's Exs. 33-38.* These records contained several non-business-related expenditures, negative balances, overdraft fees, NSF fees, and movement of money out of the premium account to reimburse the agency from using its own credit card to make customer payments. Additionally, National General and Progressive were unable to collect premiums owed to the companies on multiple occasions due to NSFs in Agency's account. *See Pet'r's Exs. 42 and 44.* This demonstrates that collected funds due to insurers and return premiums due to policy

holders were not available at all times, in violation of 11 NCAC 04.0429.

17. 11 NCAC 19.0102(b) requires all agencies and agents to maintain a file for each policy sold, including all work papers and written communications in possession pertaining to that policy.

18. 11 NCAC 19.0104, titled “Policy records,” requires agents to maintain or cause to be maintained a record of each policy that specifies the policy period, basis for rating, and if terminated, documentation supporting policy termination.

19. Agent was unable to pull or present policy records for consumers upon request of Petitioner and CSD. During a recorded call with CSD’s Ms. Holt, Agent stated she did not have policy records for Ms. Lewis and misrepresented to Ms. Holt that Respondents were not the writing agent or agency of the policy in question. *See* Pet’r’s Ex. 12. During the audits performed by Ms. Collins and Ms. Childers, Agent did not have paper copies of policy records and could not provide access to alleged electronic records of policies upon request. The investigators also made written requests for policy record information which was not provided by Respondents. *See* Pet’r’s Exs. 40 and 55. For these reasons, Respondents are in violation of 11 NCAC 19.0102(b) and .0104.

20. N.C. Gen. Stat. §§ 58-2-162, 58-2-185, 58-2-195, and 58-2-200, along with 11 NCAC 4.0121 and 4.0429, 11 NCAC 19.0102 and .0104 are insurance laws and regulations of this state as contemplated by N.C. Gen. Stat. § 58-33-46(a)(2). As Respondents are in violation of the laws and regulations beforementioned, their licenses are subject to revocation pursuant to N.C. Gen. Stat. § 58-33-46(a)(2).

21. N.C. Gen. Stat. § 58-33-46(a)(4) provides that the Commissioner may deny, place on probation, suspend, revoke, or refuse to renew any license issued under this Article for improperly withholding, misappropriating, or converting monies or properties received in the course of doing insurance business.

22. Respondents, either directly or through the actions of Stephanie Broadway, an employee of Agency, improperly withheld, misappropriated, and converted premium payments for multiple consumers which were owed and due to insurance companies. Rina Lewis, Anthony Harris, Frederick Adams, Michella Adams, Alverta Simpson, Deloris Foxx, Ebony Burch, and Evonna Parker all had entrusted premium payments for insurance policies with Respondents for them to upload and send to the insurance companies to be applied to their policies. In each listed case, Agency, acting through either Agent or Stephanie Broadway, failed to properly upload the money towards the policy in question.

23. By failing to upload payments for multiple consumers during the course of insurance business, Respondents’ licenses are subject to revocation pursuant to

N.C. Gen. Stat. § 58-33-46(a)(4).

24. N.C. Gen. Stat. § 58-33-46(a)(5) provides that the Commissioner may deny, place on probation, suspend, revoke, or refuse to renew any license issued under this Article for intentionally misrepresenting the terms of an actual or proposed insurance contract or application for insurance.

25. Stephanie Broadway, acting on behalf of Respondents, offered Rina Lewis a \$50 'company discount' for insurance. Ms. Lewis made payments for this alleged policy but was eventually told that she had been uninsured over the period she was making these \$50 'company discount' payments.

26. Stephanie Broadway, acting on behalf of Respondents, negotiated and quoted an insurance policy for Ebony Burch in text messages with LeMarcus Foard. Mr. Foard paid for the policy but eventually discovered there in fact was no effective policy for him and Ms. Burch.

27. Ms. Saunders worked with Agent and Stephanie Broadway to obtain homeowners' insurance. Agent and Stephanie Broadway told Ms. Saunders they had acquired her a policy with Lititz. This was a misrepresentation as Respondents had in fact never secured such a policy for Ms. Saunders.

28. Respondents intentionally misrepresented the terms of actual and in some cases fictitious insurance policies to multiple consumers, and therefore their licenses are subject to revocation pursuant to N.C. Gen. Stat. § 58-33-46(a)(5).

29. N.C. Gen. Stat. § 58-33-46(a)(8) provides that the Commissioner may deny, place on probation, suspend, revoke, or refuse to renew any license issued under this Article if the licensee used fraudulent, coercive, or dishonest practices, or demonstrated incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in this state.

30. As previously found, Respondents embezzled and misappropriated funds collected from multiple consumers and due to multiple insurance companies. The undersigned finds that this practice was fraudulent and dishonest and that it demonstrated untrustworthiness in the conduct of business.

31. Agent and Stephanie Broadway, acting as an employee of Agency, made multiple false statements to consumers alleging that Stephanie Broadway served as acting Commissioner of Insurance, or that she had a relationship and special influence with the Commissioner of Insurance. Agent has even relayed these statements to employees of the Department, including Ms. Holt, Ms. Childers, and Ms. Collins. Many consumers who reported issues with insurance policies, such as Ms. Lewis and Ms. Saunders, were told that Stephanie Broadway, in conjunction with

the Commissioner of Insurance and the Commissioner of the DMV, would personally sort out their issues. The undersigned finds that not only was this a dishonest practice, but that it was also a coercive practice meant to assuage affected consumers and prevent them from filing complaints or pressing further.

32. The financial records recovered from Respondents, combined with the NSF records provided by insurance companies, demonstrated that collected premium funds were not available at all times to insurance providers. The undersigned finds that this demonstrated financial irresponsibility in the conduct of Respondents' business.

33. These instances of fraudulent, dishonest, and coercive practices along with demonstrated untrustworthiness and financial irresponsibility in the conduct of business in this state provides a basis for revocation of Respondents' licenses pursuant to N.C. Gen. Stat. § 58-33-46(a)(8).

### ORDER

It is ordered that Respondents' licenses issued by the North Carolina Department of Insurance are hereby REVOKED, effective as of the date of the signing of this order.

This the 31~~st~~ day of December, 2025.



Amy Funderburk  
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: Amy Funderburk, 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 Attorneys for Petitioner, addressed as follows:

Jewell Broadway  
301 W. Colonial Drive  
Salisbury, NC 28144  
*(Agent Respondent, and DRLP for Agency Respondent)*

**Certified Mail Tracking Number:** 9589 0710 5270 3764 5810 27

M. Denise Stanford  
Special Deputy Attorney General  
N.C. Department of Justice  
Insurance Section  
9001 Mail Service Center  
Raleigh, NC 27699-9001  
*(Attorney for Petitioner)*

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

This the 31~~st~~ day of December, 2025.



Raheema I. Moore  
Clerk of Court for Administrative Hearings  
Paralegal III  
N.C. Department of Insurance  
1201 Mail Service Center  
Raleigh, NC 27699-1201