



IN THE SUPREME COURT OF APPEALS OF WEST VIRGINIA

At Charleston

NO. 12-0566

PAUL W. LIGHTNER

Petitioner,

v.

JANE L. CLINE, WEST VIRGINIA INSURANCE COMMISSIONER;
CITIFINANCIAL, INC.; and TRITON INSURANCE COMPANY,

Respondents.

REPLY BRIEF OF THE PETITIONER,

PAUL LIGHTNER

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INTRODUCTION

The briefs of CitiFinancial and the West Virginia Insurance Commissioner confirm that this case is about a regulating agency showing extraordinary solicitousness for its regulated party at the expense of the affected citizen. Paul Lightner has been denied his rights under the Consumer Credit Protection Act, the Insurance Code, the Administrative Procedure Act, and the West Virginia and Federal Constitutions because the Insurance Commissioner and CitiFinancial agree that Paul Lightner's rights, and those of his fellow citizens, *threaten their relationship*. Commissioner's Brief (herein "Comm. Br.") at 18; Citifinancial Brief (herein: "Citi Brief") at 25-26. Throughout these proceedings, and particularly in these latest briefs, CitiFinancial and the Insurance Commissioner make it clear that they will not brook any interference from a citizen exercising *legislatively-created rights* (§ 46A-5-101), much less constitutional rights, if doing so disrupts their ability to rule their domain with unfettered discretion. *See e.g.* Comm. Br. at 20 (wherein the Commissioner explains unabashedly that he does not want to follow W.Va. Code § 33-20-5(d) and have a hearing because the result of the hearing could be something other than the result the Commissioner wants).

Before systematically itemizing the clear statutory and constitutional rights of Mr. Lightner that were violated by the decisions below, one introductory illustration is offered: West Virginia law unambiguously and unequivocally prohibits the charging of unreasonable rates for insurance products. *See* W.Va. Code § 33-6-9 and § 46A-3-109 of the Consumer Credit and Protection Act. "Reasonableness" standards are well-known to the law and are routinely enforced by judges, juries, administrative law judges and regulatory agencies. The Insurance Commissioner expressly rejects this legislatively-created standard and refuses to enforce it. *See e.g.* Comm. Br. at 25 (insisting that the standard is not reasonableness, but whether there is a

fixed rule or benchmark in place). The Insurance Commissioner then argues that subjecting CitiFinancial to a reasonableness standard (in a world in which virtually every citizen and corporation is subject to dozens of reasonableness standards), would be so unfair that it would amount to a denial of CitiFinancial's due process. *Id.* The Commissioner's concern for CitiFinancial and the threat posed by its obligation to behave reasonably is juxtaposed with the Commissioner's total disinterest in Paul Lightner's statutorily guaranteed rights.¹ The Insurance Commissioner denied Paul Lightner, a West Virginia citizen, 1) a hearing, 2) the right to see the evidence adduced by his opponent, 3) discovery of relevant information, 4) the right of cross-examination, and 5) the appointment of a neutral hearing examiner. Yet the Commissioner has the chutzpah to fret in his brief about *purely hypothetical threats to CitiFinancial*—threats that should arise only if a hearing officer appointed by the Insurance Commissioner concludes that CitiFinancial charged unreasonable, unlawful rates. Comm. Br. at 25 and 32 (CitiFinancial has to be able to “rely” on its right to charge unreasonable rates when it buffaloes the Commissioner).

The Commissioner does not only reject the Legislature's power to pass controlling law, at least when the law conflicts with the preferences of the Commissioner. He likewise contradicts this Court's decision in this very case. For example, on page 35 of the Commissioner's Brief, he suggests Lightner is not entitled to an APA appeal in this case at all. *Id.* *But see State ex rel. CitiFinancial v. Madden*, 223 W.Va. 229, 239, 672 S.E.2d 365, 375:

Any ruling issued by the Commissioner on the issue of the reasonableness of insurance rates or compliance with statutory provisions is a final order that is subject to the provisions of the Administrative Procedures Act (“APA”). *See generally* W. Va. Code § 29A-5-1 to -5 (Repl.Vol.2007)

¹ In fact, the Commissioner states that, having denied Paul Lightner a hearing on his claim, this Court should believe it went “above and beyond the necessary confines and procedures” to which Mr. Lightner was entitled. Comm. Br. at 36.

Id. The Commissioner seeks directly to subvert the very concept of judicial review, insulating its decision by refusing to permit any due process to the complaining citizen at all. CitiFinancial essentially agrees, positing that the discretion of the Insurance Commissioner to declare a rate reasonable for any reason or no reason is in effect without any limit. Citi Br. at 24.

When a statute expressly contradicts what the Commissioner wants to do for a regulated insurer, it simply ignores the statute. According to § 33-2-13 of the Code (entitled “Hearings”), the Commissioner “*shall hold hearings* when required by the provisions of this chapter or *upon a written demand therefore by a person aggrieved by any act or failure to act by the commissioner or by any rule, regulation or order of the commissioner.*” *Id.* (emphasis supplied); *see also, State ex rel. Citifinancial, Inc. v. Madden*, 223 W.Va. at 236, 672 S.E.2d at 372. (“[A]n aggrieved person or organization has the right to demand a hearing for the purpose of challenging any filing as being noncompliant with the statutory requirements that govern insurance rate setting.”). Since this is the law of the State and of this case, and was extensively relied on by Lightner, one would think the Commissioner would address it. The Commissioner does not mention § 33-2-13 in his brief *a single time*.

One can hardly imagine a cozier relationship, a more accommodating attitude, or a more supine posture than the one exhibited by the Insurance Commissioner in this case. For the Commissioner, when it comes to due process, Paul Lightner is entitled to *nothing*. The Commissioner even argues that Lightner should not get a hearing because he might prevail. Comm. Br. at 20. The Commissioner’s analysis exhibits not the slightest regard for the citizens victimized by CitiFinancial, while showing obsequious solicitousness for the insurer who cheated them with unconscionable excess charges. However, if one were to try to imagine an even cozier relationship between a regulator and the regulated, one might think of a situation in

which, shortly after reaching the decision to take care of the regulated party at the expense of the citizens, the regulator herself found good employment with the law firm representing the regulated party.²

This case exhibits all the hallmarks of the phenomenon of agency capture. The doctrine is an unintended consequence of the structure of government, and making note of its presence and effects is not unfair to the Commissioner. *See generally* Marver H. Bernstein, *Regulating Business by Independent Commission* (1955) (Greenwood Press 1977); James Q. Wilson, The Politics of Regulation, in *Social Responsibility and the Business Predicament*, 135 (James W. McKie, ed.1975); Gillian E. Metzger, *Federalism and Federal Agency Reform*, 111 Colum. L. Rev. 1, 26 (2011). The *ex parte* nature of the proceedings before the Insurance Commissioner, the totally adversarial attitude of the Insurance Commissioner toward Mr. Lightner, from day one of the proceedings, and the back-channel *ex parte* communications between the Insurance Commissioner and lawyers for CitiFinancial demonstrate that the proceedings below were neither fair procedurally nor just substantively. See, E-mails between the Commission and CitiFinancial's counsel (A-1513-1518), as well as the wholly-unsupported order of the Insurance Commissioner. The Commissioner is *institutionally* incapable of being fair to Paul Lightner. The appropriate result is a reversal of the Circuit Court's Order with instructions to the Circuit Court to enter an order validating Mr. Lightner's challenge to the rates and a return of these proceedings to Marshall County for determination of the amount owed by CitiFinancial to the West Virginians it fleeced.

² <http://www.spilmanlaw.com/Attorneys/A-C/Cline,-Jane-L>

ARGUMENT

I. NEITHER CITIFINANCIAL NOR THE INSURANCE COMMISSIONER EVER ADDRESSED THE MAIN ARGUMENT OF LIGHTNER AND THE MAIN ISSUE IN THIS APPEAL: THE VALIDITY OF THE INSURANCE COMMISSIONER'S CONCLUSORY ASSERTION THAT THE RATES AT ISSUE WERE REASONABLE.

Since West Virginia Code § 46A-3-109 provides unambiguously that it is unlawful to charge unreasonable rates for insurance in West Virginia, it would be reasonable to expect CitiFinancial, or the Insurance Commissioner, to marshal some evidence that the astonishingly high rates paid by West Virginians during the relevant period were in fact reasonable. *See* Lightner's opening brief at 2-5. This has yet to occur. In each of their respective briefs, the insurance company and its Commissioner offer nothing more than debating points and nit-picks directed at the overwhelming evidence of record that the rates were in fact *unreasonable*. Ultimately, the Insurance Commissioner wholly rejects the statutory standard (Comm. Br. at *e.g.* 25), insisting that there is no such thing as an "unreasonable" rate and that there are only approved and disapproved rates. *Id.* In the Commissioner's view, any rate that is approved, no matter how unreasonable it actually is, must be deemed reasonable. The principal problem with this view is *it is not the law the legislature enacted*. The secondary problem is it amounts to issuing insurance companies a license to steal.

Since neither CitiFinancial nor the Insurance Commissioner attempt to rebut the overwhelming evidence of unreasonableness set forth in Lightner's opening brief, we may consider the saliency of the counter-statement of the facts provided by CitiFinancial. CitiFinancial points out that while it was running loss ratios under 30 and 20 percent for these products for almost 15 years, the Insurance Commissioner never enacted a rule for loss ratios below which it would not permit CitiFinancial to go. Citi Br. at 23. Then, when a rule was

enacted at least for one of the two products at issue, CitiFinancial simply abandoned selling that product in West Virginia, obviously concluding that “the party was over” and that if it could not charge its phenomenally exorbitant, wholly confiscatory and nationally embarrassing rates in West Virginia, it was time to move on. These are the facts that CitiFinancial presents.

Though both CitiFinancial and the Insurance Commissioner purport to rely throughout their briefs on a so-called independent actuarial report (more on the use of independent later), neither brief can rebut the plain and simple facts that (1) the report is not actuarial in the professional sense of the term, but much more importantly and compellingly, (2) *the actuarial report never states that the rates are reasonable*. The fact is the actuarial report is not in the least independent and was, in fact, playing the role of any retained expert in litigation—to say whatever could be said on behalf of that party’s position. But the truly revealing fact is that the Insurance Commissioner could not pay an actuary enough to say that the rates charged by CitiFinancial were reasonable. Instead, all it could get was a report that makes a series of lawyerly debating points which do not even purport to establish the unreasonableness of the rates and at best amount to cavils and nit-picks at the overwhelming case that the rates are in fact unreasonable. *See* Lightner’s opening brief at 6 to 10.

The Insurance Commissioner elegantly illustrates its attitude towards the statutory right of West Virginias not to be charged unreasonable insurance premiums in just a few words, stating:

The reasonableness of the rates in relation to the premium charged and benefits obtained *cannot be argued*. The petitioner *was covered* if a loss would have occurred during the policy. He obtained the benefit of the insurance provided.

Commissioner’s Brief at 38-39 (emphasis supplied). In other words, so far as the Insurance Commissioner is concerned, if you get insurance in exchange for *any rates you might be*

charged, those rates are reasonable because you got insurance. This argument appears in the same brief in which the Commissioner cites the doctrine that the words the legislature passes into law must each be given their effect. To quote some statutory language “[an insurer may make] Charges for other benefits, including insurance, conferred on the consumer, *if the benefits are of value to him or her and if the charges are reasonable in relation to the benefits*” W. Va. Code Ann. § 46A-3-109 (West). The Commissioner simply rejects this law, substituting its own law that any rate, no matter how unreasonable, may be charged if the Commissioner says so.

This case continues to be about a government institution that simply wants the People of West Virginia out of its way. On page 18 of the Commissioner’s brief, the Commissioner explains that, “[a]llowing consumers and respondents to argue such broader market issues would be in essence ‘abdicating’ the Commissioner’s responsibility.” The argument here is that if Paul Lightner raises a broad challenge to insurance rates, he doesn’t really belong in front of the Insurance Commissioner. *Id.* at 18. Three pages later, on page 21 of the Insurance Commissioner’s Brief, the Commissioner says that “to hold a hearing that would only involve a rate error between two private parties when the benefit of said hearing may only inure to those litigants and completely disregard the remaining consumers and the policy holders in the State of West Virginia” would be an “unwarranted consequence” of the statutory scheme passed by the West Virginia legislature and the CitiFinancial decision. The argument there is that if Paul Lightner’s challenge is narrow, he really doesn’t belong in front of the Insurance Commissioner.

The Insurance Commissioner should stop beating around the bush and just say, “Citizen, get out!” The Commissioner would obviously prefer that individual citizens not pester him while he carefully protects the rights of insurance companies. This theory, however, is totally inconsistent with the law of the State of West Virginia, totally inconsistent with this Court’s

decision in *CitiFinancial v. Madden*, and in the end, totally inconsistent with our form of government that contemplates due process and fair decisions for complaining citizens rather than a prompt ushering out the nearest exit.

CitiFinancial does not dispute that it fleeced West Virginians of stupendous sums by charging patently unreasonable rates. It offers not one sentence—not a single word—of explanation how insurance rates can be reasonable when they return only 15 to 25 percent of premium dollars to claimants. No industry standard, no actuarial opinion, no precedent of any kind supports this kind of profiteering. Little wonder CitiFinancial opposes a hearing at which the Commissioner’s actuary could be cross examined.

Likewise, the Insurance Commissioner does not dispute that it allowed this profiteering to happen for *fourteen years*. Therefore both Respondents turn down the only avenue available before this Court: the assertion that there is so much discretion vested in them to do as they will with Paul Lightner, that any decision they agree on should still somehow be affirmed. *See e.g.* CitiFinancial brief at 11, 17, 19-20 (arguing for essentially unlimited and unreviewable discretion for the agency);³ Insurance Commissioner brief at 18, 35-36 (same). Amazingly, the Insurance Commissioner, who denied even the rudiments of due process to Paul Lightner, asks that the decision be treated like a jury verdict after a full-blown civil trial. Comm. Br. at 10-11. Nothing is missing in the basis for that type analysis, except the trial!

The only place to hide a decision this incorrect and unfair is under a blanket of absolute discretion. This Court should reverse to reaffirm that neither CitiFinancial, nor the Insurance Commissioner is a law unto themselves. Because the Respondents’ briefs simply abandon the

³ It is worth imagining that the Insurance Commissioner had ruled for Paul Lightner without giving CitiFinancial so much as a hearing – is it conceivable CitiFinancial would have this view of the Commissioner’s power in that circumstance?

major issue – the shocking unreasonableness of the rates – Lightner will not repeat the evidence on this point. But it is worth examining, in the next section of this brief, the empty rhetoric that the Respondents substitute for facing the main issue, particularly since it is obvious that they both hope this Court will do the same.

II. CITIFINANCIAL AND THE COMMISSIONER SUBSTITUTE BUZZ WORDS AND JARGON TO COVER UP THEIR TOTAL INABILITY TO ADDRESS THE MAIN ISSUE BEFORE THE COURT.

Consistent with the analysis in Lightner’s opening brief, CitiFinancial is attempting to cover the total lack of effective evidence on its side of the issue of the reasonableness of the rates with jargon, buzz words and a vague sort of intimidation. For example, on no fewer than twenty-two (22) occasions, CitiFinancial refers to the Insurance Commissioner’s investigation as “independent,” as though this were the case’s most salient fact. Lightner makes two responses: First, it is the *legitimacy* of the Insurance Commissioner’s conclusion and not its “independence” (or lack thereof) that is at issue. *Walker v. West Virginia Ethics Commission*, 201 W. Va. 108, 116, 492 S.E.2d 167, 175 (1997); *North v. W. Virginia Bd. of Regents*, 160 W. Va. 248, 253-54, 233 S.E.2d 411, 415-16 (1977); *infra*, Part III.

But second, and even more importantly, CitiFinancial’s repeated incantation of the words “independent investigation,” over and over again, does nothing to make those words *true*. Before Mr. Lightner even filed his Complaint, the Insurance Commissioner went on record that he should not be permitted to prevail lest the Commissioner’s regulated parties be harmed. Comm. Br. in Appeal No. 081254 at 6-7 (insisting that *no challenge* to approved rates could be allowed to succeed). Moreover, once Mr. Lightner filed his Complaint, the Insurance Commissioner was adversarial to him in every single respect, refusing him even a hearing officer

before whom he could lodge any procedural complaints he might have. The Commissioner likewise refused him the hearing it promised in its brief:

A person who has concerns about the reasonableness or excessiveness of rates may avail him- or herself of this process. If, *after notice and a hearing*, the Commissioner determines that the rate filing fails to meet the requirements of Article Twenty, Chapter Thirty-Three of the West Virginia Code, the rates are no longer effective.

Comm. Br. in 081254 at 5 (emphasis supplied). Mr. Lightner was entitled to the hearing under this Court's decision in *CitiFinancial v. Madden* and the APA. But the Commissioner, in thrall to the views of her regulated party, simply trampled on these rights and others described below to reach a predetermined conclusion. The "independent investigation" was "independent" of what?

CitiFinancial likewise chants the word "independent" before every reference to the actuarial report. But any lawyer in the world who looked at that report for five minutes would tell you that it is *anything but independent*. Every conclusion of the Hause actuarial report is built on lawyerly argumentation – most of it to the effect that this or that piece of evidence that the rates are unreasonable "might" not be dispositive "standing alone." *See generally*, Lightner's Opening Brief at 6-10.⁴

CitiFinancial also made dozens of references to the number of pages contained in the administrative record; again, as though counting the pages of a record was step one of some pertinent legal test. CitiFinancial's determination to substitute the *size* of the administrative record for its *substance* is revealing, both in the briefs here, and in the orders of the Insurance Commissioner and the Circuit Court (drafted by attorneys for CitiFinancial). Dozens of references to page counts convey little more than CitiFinancial and the Commissioner's

⁴ Both Respondents simply ignored Lightner's detailed deconstruction of the Hause report in the clear hope that the mere existence of a report is all this court would notice.

unwillingness to grapple with *what is in those pages and what is not*. Moreover, the repetition is clearly intended to suggest to this Court that it would just be easier to grant CitiFinancial and the Insurance Commissioner the unbridled power they seek than to wade into an allegedly daunting record. After saying so much about the size of the record, somehow, CitiFinancial and the Insurance Commissioner never find space to discuss what's in it. Only Lightner does that. *See e.g.* Opening Br. at 4-10.

The case boils down to the Insurance Commissioner's bid for unlimited discretion and CitiFinancial's calculated support, based on its judgment that it will be easier to influence this one regulator through the political process than to influence the actual Legislature or elected judicial officers. The jargon and buzz words throughout both Respondents' briefs are trying to signal to the Court that it should just move along – nothing here to see. Never mind that doing so would leave West Virginia citizens without any remedies before a powerful state agency and the even more powerful Citi leviathan. Our form of government and the established rights of our citizens demand more. As shown in the next section, the Respondents could not have achieved the unjust result below without a breathtaking abrogation of basic due process that also cries out for this Court's correction.

III. THE PROCEEDINGS BEFORE THE INSURANCE COMMISSIONER UNAMBIGUOUSLY LACKED EVEN A SEMBLANCE OF DUE PROCESS.

While the inappropriate actions of the Commissioner in this case arise out of features of our political system, our legal system contains tools tailor-made to address those actions. They include the Administrative Procedure Act, the due process clause and the attendant case law.

Neither CitiFinancial nor the Insurance Commissioner can find West Virginia case law that would support the finding that due process is satisfied under the circumstances at bar. Mr. Lightner had no opportunity to see the evidence against him as the Insurance Commissioner

chose to accept it *ex parte* from CitiFinancial and deny it to Mr. Lightner. This alone is such a flagrant denial of due process that, without more, it warrants reversal. *West Virginia Bd. of Regents*, 160 W. Va. at 253-54, 233 S.E.2d at 415-16; *Mathews v. Eldridge*, 424 U.S. 319, 96 S.Ct 893976). After quoting *Bd. of Regents*: “*Mathews* recognized that some type of an orderly hearing is the cornerstone of procedural due process,” even CitiFinancial cannot deny that at least “some kind of hearing” is required. Citi Br. at 19. Lightner got none.

Mr. Lightner was not only denied the right to confront the evidence against him, he was denied the right to discover such evidence as would not ordinarily be available from anyone but the opposing parties. This is another fundamental component of due process: a “‘hearing’ includes the introduction of evidence, the argument of counsel, and the pronouncement of the decree. Opinion, Hatcher, J., *Ellis v. Road Commission*, 100 W.Va. 531, 131 S.E. 7, 8 [(1925)].” *W. Virginia Bd. of Regents, supra*. Lightner can hardly introduce evidence when it’s deliberately kept out of reach by CitiFinancial and the Commissioner, collaborating to hamstring him.

Mr. Lightner was denied even the appointment of a hearing examiner who might be considered neutral and impartial to preside over the “proceeding” as the Insurance Commissioner chooses to call it. Without a neutral officer to hear the matter, no other element of due process is even meaningful. Mr. Lightner had no opportunity to appear before the Commissioner to cross-examine the witnesses or object to documents offered against him; likewise a flagrant denial of due process. The Legislature enacted mandatory language on this subject: the Commissioner “shall hold hearings” W.Va. Code § 33-2-13.

Since the Insurance Commissioner had already committed herself to the position that Mr. Lightner’s claims must not be permitted to succeed before his Complaint was even filed, and

acted with transparent hostility to his claim throughout the so-called “proceeding,” Mr. Lightner was denied all the basics of due process. The decision therefore cannot stand.

In response to these outright denials of due process, the best the Insurance Commissioner can do is to repeatedly assert that affording citizens hearings would be bothersome to the Commissioner, and that in the Commissioner’s view, they would be a waste of the Commissioner’s time. “We the People” — what a nuisance. See e.g. Commissioner’s brief at e.g. 18, 20 (explaining that whatever a citizen might want, it would be “interfering” for the Commissioner to *so much as hear about it*). Mr. Lightner submits that since the people of the State of West Virginia are paying for this government that we have, including the Insurance Commissioner’s office, their right to a hearing where their substantial rights are at stake, ought to be given a bit of respect. And, this Court’s precedents require that it be so. Furthermore, Mr. Lightner respectfully asks the Court to consider, in light of everything the Insurance Commissioner has to say in its brief, whether there can be the slightest doubt that had this matter been decided, somehow, against CitiFinancial, if the Insurance Commissioner would have *even dreamed of doing so without affording CitiFinancial a hearing*. The Insurance Commissioner’s brief answers the question easily. See Commissioner’s brief at e.g. 24-25. Plainly, in the Commissioner’s view, some are more equal than others.

The parallel arguments CitiFinancial makes amount to restating the point that Mr. Lightner, and other West Virginians like him, cannot be allowed to insist on administrative proceedings where they might appear and disrupt the closed-door process of CitiFinancial and the Commissioner writing the rights of West Virginians out of the law via a collaborative, *ex parte* process. See CitiFinancial brief at 20 and 22. For instance, CitiFinancial characteristically argues that the Commissioner asked for “thousands of pages” of documents from CitiFinancial

and omits to say that Lightner was denied access to those documents in the Commissioner's proceeding or any opportunity to object to or discuss them with a hearing officer. *Id.* at 20.

The final and most important point regarding due process in this case is that Mr. Lightner is not asserting what could in any way be called "technical" defects in the proceeding. The total denial of due process afforded to Mr. Lightner's Complaint is not a technicality but rather an exhibition of the unfairness of requiring him to proceed before an institution that prejudged his claim as a threat to its institutional prerogatives. For that reason, most of all, the order below should be reversed substantively as well as procedurally, rather than subjecting Mr. Lightner's legitimate claims to further sham "proceedings" in an unambiguously hostile forum.

Mr. Lightner has established by well over the preponderance of the evidence that he and many others similarly situated were charged unreasonable rates for the insurance products at issue in this case. The extent to which those rates exceeded industry standards, all known benchmarks and basic common sense, is extreme, undeniable and plain on the face of the administrative record. CitiFinancial apparently thinks that it is somehow clever to say that Lightner's arguments against the fairness and legitimacy of the process, including discovery and cross-examination being denied, is somehow inconsistent with the position that the record, even with those infirmities, shows that he is entitled to prevail. *Id.* at 22. But it is not at all uncommon for a process that is procedurally unfair to reach a result diametrically opposed to that which the substantive record supports. In fact, that is the "causation and damages" inherent in the claim that a tribunal, in this case the Insurance Commissioner, has exhibited *pervasive bias* against Mr. Lightner's claims. Mr. Lightner cannot get a fair shake on his claim before an entity that does not believe his claim should exist. Comm. Br. at 20. Conversely, the Insurance Commissioner will not allow a fair shake when it knows the evidence is so one-sided.

The efforts of the Commissioner and CitiFinancial to deny Mr. Lightner the rudiments of due process in presenting his claim are part and parcel of a strategy to conceal within a record of “thousands of pages” the unambiguous fact that thousands of West Virginians were fleeced by CitiFinancial over a period of fourteen years – on the Insurance Commissioner’s watch.

Due to a history of abuse, the law of the State of West Virginia expressly forbids unreasonable rates on credit insurance. CitiFinancial’s violation of this law over a long period of time against thousands of West Virginians constitutes a form of theft. The legislature has expressly created a right of action to address just this situation. It is time for that right to be honored, for an order to be entered declaring CitiFinancial’s profiteering unreasonable and unlawful, notwithstanding the attempt of the current Commissioner to absolve CitiFinancial at the expense of the West Virginia citizens it victimized.

The power of this particular institution of government is not more important than the rights of the citizens it was created to protect.

CONCLUSION

WHEREFORE, the Petitioner, Paul Lightner, respectfully prays that the relief requested above be GRANTED in all respects.

Respectfully Submitted,

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CERTIFICATE OF SERVICE

Service of the foregoing **REPLY BRIEF OF THE PETITIONER, PAUL LIGHTNER** was had upon the Respondents herein via e-mail and/or by mailing a true and correct copy thereof, by regular United States Mail, postage prepaid, this 12th day of November, 2012, to the following:

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