

STATE OF NEW JERSEY
DEPARTMENT OF BANKING AND INSURANCE

IN THE MATTER OF:

Proceedings by the Commissioner of Banking)	
and Insurance, State of New Jersey, to fine)	CONSENT
ACE Public Adjusters, Inc., Reference No.)	ORDER
1293675 and Anthony Joseph Hoffman,)	
Reference No. 1230193)	

To: ACE Public Adjusters, Inc.	Anthony Joseph Hoffman
7930 Frankford Avenue	8018 Colfax Street
Philadelphia, PA 19136	Philadelphia, PA 19136

This matter, having been opened by the Commissioner of Banking and Insurance (“Commissioner”), State of New Jersey, upon information that ACE Public Adjusters, Inc. (“ACE”) and Anthony Joseph Hoffman (“Hoffman”), currently licensed as nonresident public adjusters, pursuant to N.J.S.A. 17:22B-5, may have violated the laws of the State of New Jersey; and

WHEREAS, ACE and Hoffman (collectively the “Respondents”) are subject to the Public Adjusters’ Licensing Act, N.J.S.A. 17:22B-1, et seq. (the “Public Adjusters’ Act”) and the regulations governing the licensing of public adjusters, N.J.A.C. 11:1-37.1 et seq.; and

WHEREAS, pursuant to N.J.S.A. 17:22B-14a(1) and N.J.A.C. 11:1-37.14(a)1 and 2, a public adjuster shall not violate any provision of the insurance law, including any rules promulgated by the Commissioner, or violate any law in the course of his, or its, dealings as a public adjuster; and

WHEREAS, pursuant to N.J.S.A. 17:22B-14a(4) and N.J.A.C. 11:1-37.14(a)4, a public adjuster shall not demonstrate his, or its, incompetency, lack of integrity, bad faith, dishonesty, financial irresponsibility or untrustworthiness to act as an adjuster; and

WHEREAS, pursuant to N.J.S.A. 17:22B-13f and N.J.A.C. 11:1.37.11, no individual, firm, association or corporation licensed under this act shall: receive, accept or hold any moneys towards the settlement of a claim for loss or damage on behalf of an insured unless the public adjuster deposits the moneys in an interest bearing escrow account or trust account in a banking institution or savings and loan association in this State insured by an agency of the federal government. Any funds held in escrow together with interest accumulated thereon shall be the property of the insured until disbursement thereof pursuant to a written memorandum, signed by the insured and by the adjuster, specifying or clearly defining the services rendered and the amount of any compensation to be paid from the escrowed funds, and in the event of the insolvency or bankruptcy of a public adjuster, the claim of an insured for any settlement moneys received, accepted or held by the adjuster shall constitute a statutory trust; and

WHEREAS, pursuant to N.J.A.C. 11:1-37.13(b)5, the written memorandum or contract between a licensed public adjuster and an insured shall prominently include a section which specifies the procedures to be followed by the insured if he or she seeks to cancel the contract, including (i) any requirement for a written notice, (ii) the rights and obligations of the parties if the contract is cancelled at any time and (iii) the costs to the insured or the formula for the calculation of costs to the insured for services rendered in whole or in part; and

WHEREAS, on or about July 12, 2016, insured J.L. signed a Public Adjuster Contract with Respondents for the adjustment of an insurance claim; and

WHEREAS, on September 8, 2016, Respondents received two settlement checks from Plymouth Rock Assurance in payment of J.L.'s claim; and

WHEREAS, Respondents did not remit the settlement funds to J.L. until October 28, 2016 and January 19, 2017, respectively, in violation of N.J.S.A. 17:22B-14a(1) and (4) and N.J.A.C. 11:1-37.14(a) 1, 2, and 4; and

WHEREAS, Respondents failed to maintain the aforementioned settlement funds in an interest bearing escrow account, pursuant to and in violation of N.J.S.A. 17:22B-13f, N.J.S.A. 17:22B-14a(1) and (4), N.J.A.C. 11:1-37.11(a) and (b) and N.J.A.C. 11:1-37.14(a) 1, 2 and 4; and

WHEREAS, the written public adjusters' contract completed for insured J.L. failed to include the proper procedure to be followed for cancelling the contract, the rights and obligations of the parties if the contract is cancelled at any time, and the costs to the insured or the formula used for the calculation of cost to the insured for services rendered in whole or in part, pursuant to and in violation of N.J.S.A. 17:22B-14a (1) and (4), N.J.A.C. 11:1-37.13(b)5 and N.J.A.C. 11:1-37.14(a) 1 and 2; and

IT FURTHER APPEARING, that the Respondents:

- 1) Have admitted responsibility for the aforementioned violations; and
- 2) Have cooperated with the investigation conducted by the New Jersey Department of Banking and Insurance ("Department"); and

3) Have asserted that the violations cited in this Consent Order were not willful; and

WHEREAS, cause does exist under N.J.S.A. 17:22B-17 to impose a fine; and

WHEREAS, the Respondents have waived their right to a hearing on the aforementioned violations and consented to the payment of a fine in the amount of \$2,500.00; and

WHEREAS, this matter should be resolved upon the consent of the Parties without resort to a formal hearing;

NOW, THEREFORE, IT IS on this *four* day of *July*, 2017

ORDERED AND AGREED, that the Respondents pay a fine in the amount of \$2,500.00 to the Department; and

IT IS FURTHER ORDERED AND AGREED, that said fine shall be paid by certified check, cashier's check or money order made payable to the "State of New Jersey, General Treasury" due immediately upon the execution of this Consent Order by the Respondents; and

IT IS FURTHER ORDERED AND AGREED, that the signed Consent Order together with the fine payment of \$2,500 shall be remitted to:

New Jersey Department of Banking and Insurance
Attention: Virgil Downtin- Chief of Investigations
9th Floor, Consumer Protection Services, Enforcement
P.O. Box 329
Trenton, New Jersey 08625

and

IT IS FURTHER ORDERED AND AGREED, that in the event full payment of the fine is not made, the Commissioner may exercise any and all remedies available by law, including but not limited to, recovery of any unpaid penalties in summary

proceedings, in accordance with the penalty enforcement law, N.J.S.A. 2A:58-10 et seq.;
and

IT IS FURTHER ORDERED AND AGREED, that the provisions of this Consent Order represent a final agency decision and constitute a final resolution of the violations contained herein; and

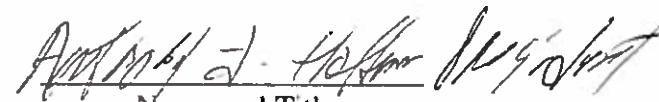
IT IS FURTHER ORDERED AND AGREED, that the Respondents shall cease and desist from engaging in the conduct that gave rise to this Consent Order.



Peter L. Hartt
Director of Insurance

Consented to as to Form,
Entry and Content

ACE Public Adjusters, Inc.

By: 

Name and Title



Anthony Joseph Hoffman, Individually

Date: 6-27-17

6-27-17