

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, suspend, and/or revoke the public adjuster licenses of David Dallmer. Reference No. 9569425; Hartman Wismer, Jr., Reference No. 1327797; and Ace Public Adjuster, Inc., Reference No. 1293675.

ORDER TO SHOW CAUSE

James Hartman Wismer, Jr.,
6119 Hegerman Street
Philadelphia, PA 19135

Ace Public Adjuster, Inc.
c/o James Hartman Wismer, Jr.
6119 Hegerman Street
Philadelphia, PA 19135

David Dallmer
2291 Dorchester Street West
Furlong, PA 18925-15292

THIS MATTER, having been opened by the Commissioner of Banking and Insurance (“Commissioner”), State of New Jersey, upon information that David Dallmer (“Dallmer”), James Hartman Wismer, Jr., (“Wismer”) and Ace Public Adjuster, Inc. (“APA”), (collectively, “Respondents”) may have violated various provisions of the insurance laws of the State of New Jersey; and

WHEREAS, Dallmer was licensed as a resident public adjuster pursuant to N.J.S.A. 17:22B-5, until his license was revoked on August 10, 2015 by the Commissioner pursuant to Consent Order E15-94; and

WHEREAS, Wismer was licensed as a non-resident public adjuster pursuant to N.J.S.A. 17:22B-5, until his license expired on July 31, 2018; and

WHEREAS, Ace Public Adjuster was licensed as a non-resident business entity public adjuster pursuant to N.J.S.A. 17:22B-5, until its license expired on May 31, 2018; and

WHEREAS, Respondents are subject to the New Jersey Public Adjusters' Licensing Act, N.J.S.A. 17:22B-1 to -20 ("Public Adjusters' Act") and the regulations promulgated thereunder, N.J.A.C. 11:1-37.1 to -37.19; and

WHEREAS, pursuant to N.J.S.A. 17:22B-2, a "Public adjuster" or "adjuster" means any individual, firm, association or corporation who, or which, for money, commission or any other thing of value, acts or aids in any manner on behalf of an insured in negotiating for, or effecting, the settlement of claims for loss of damage caused by, or resulting from, any accident, incident, or occurrence covered under a property insurance policy; and

WHEREAS, pursuant to N.J.S.A. 17:22B-3(a), no individual, firm, association or corporation shall act as an adjuster in this State unless authorized to do so by virtue of a license issued or renewed pursuant to this act; and

WHEREAS, pursuant to N.J.S.A. 17:22B-13(f), no public adjuster 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 in a banking institution or savings and loan association in this State insured by an agency of the federal government and 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 therefrom; and

WHEREAS, pursuant to N.J.S.A. 17:22B-14(a), the Commissioner may suspend or revoke any adjuster's license if, after notice and opportunity for a hearing, the Commissioner determines, among other things, that (1) the licensee has violated any provision of the insurance law, including any rules promulgated by the Commissioner, or has violated any law in the course of his or its dealings as an adjuster, or determines that the licensee has, among other things: (3) committed a fraudulent or dishonest act; (4) demonstrated a lack of integrity, bad faith, dishonesty, financial irresponsibility, or untrustworthiness to act as a public adjuster or (5) has aided, abetted or assisted another person in violating any insurance law of this State; and

WHEREAS, pursuant to N.J.A.C. 11:1-37.2, "Public adjuster" or "adjuster" means any individual, firm, association or corporation, who, or which, for money, commission or any other thing of value, acts or aids in any manner on behalf of an insured in negotiating for, or effecting, the settlement of claims for loss or damage caused by, or resulting from, any accident, incident or occurrence covered under a property insurance policy; and

WHEREAS, pursuant to N.J.A.C. 11:1-37.3(a), no person shall act as a public adjuster in New Jersey on behalf of an insured unless licensed pursuant to the law; and

WHEREAS, pursuant to N.J.A.C. 11:1-12.2(a), active officers shall be held individually responsible for all insurance related conduct of the corporate licensee; and

WHEREAS, pursuant to N.J.A.C. 11:17-2.10(b)(4), the employment of another producer by a producer is subject to the requirement that the employer shall be responsible for the insurance-related conduct of an employee; and

WHEREAS, pursuant to N.J.A.C. 11:17A-6(c), licensed partners, officers and directors, and all owners with an ownership interest of 10 percent or more in the organization shall be held

responsible for all insurance related conduct of the organization licensee, any of its branch offices, its other licensed officers or partners, and its employees; and

WHEREAS, pursuant to N.J.A.C. 11:1-37.11(a), any public adjuster who receives, accepts or holds any moneys, on behalf of an insured, towards the settlement of a claim for loss or damage, shall deposit such moneys in an interest bearing escrow or trust account in a financial institution in this State which is insured by an agency of the Federal government; and

WHEREAS, pursuant to N.J.A.C. 11:1-37.11(a), any funds held in an escrow or trust account and interest accruing thereon shall be the property of the insured. And such moneys shall be held pursuant to a written agreement signed by the insured and by the public adjuster which shall clearly specify: (i) the services rendered or to be rendered; and (ii) the amount of any services to be paid from the escrowed funds; and

WHEREAS, pursuant to N.J.A.C. 11:1-37.13(b)(3)(ii), the written contract or memorandum between the adjuster and the insured shall contain a list of services to be rendered and the maximum fees to be charged, which fees shall be reasonably related to services rendered; and

WHEREAS, pursuant to N.J.A.C. 11:1-37.14(a), Commissioner may deny, suspend, revoke, or refuse to renew a public adjuster's license based on any violation of the Public Adjusters' Act or the regulations promulgated thereunder, or for the commission or omission of any act by a public adjuster which demonstrates that the licensee is not competent or trustworthy to act as a public adjuster, or where the licensee has, among other things: (1) Violated any provision of this State's insurance laws; (3) Committed a fraudulent or dishonest act; or (4) Demonstrated a lack of integrity, incompetency, bad faith, dishonesty, financial irresponsibility, or untrustworthiness to act as a public adjuster; or (5) Aided, abetted or assisted another person in

violating any insurance law of this or any other State; (9). Misappropriated, converted or illegally withheld, money which was received in the conduct of business that belonged to insurers, clients or others; and (16) Engaged in the business of a public adjuster in New Jersey with an invalid or expired license; and

WHEREAS, pursuant to N.J.S.A. 17:22B-17, violations of the Public Adjusters' Act subject the violator to a civil and administrative penalty of up to \$2,500.00 for the first offense and up to \$5,000.00 for each subsequent offense and, additionally, the Commissioner may order restitution of moneys owed any person and reimbursement of costs of the investigation and prosecution; and

WHEREAS, pursuant to N.J.A.C. 11:1-37.14(b), violations of the Public Adjuster Licensing regulations subject the violator to a civil and administrative penalty of up to \$2,500.00 for the first offense and up to \$5,000.00 for each subsequent offense; and

GENERAL ALLEGATIONS

IT APPEARING, that at all relevant times, Respondent APA was engaged in the business of a public adjuster as defined by N.J.A.C. 11:1-37.2, and solicited and performed work as a public adjuster from New Jersey insureds; and

IT FURTHER APPEARING, that Anthony Joseph Hoffman ("Hoffman") was a New Jersey licensed public adjuster, until his license expired in December 2017. Hoffman was an owner and operator of APA until October 2018, at which time he was incarcerated for tax violations. Hoffman subsequently passed away on July 7, 2020; and

IT FURTHER APPEARING, that at all relevant times, Respondent Wismer was a partner and active officer of APA, and engaged in the business of a public adjuster as defined by N.J.A.C. 11:1-37.2. In or October 2018, Wismer succeeded Hoffman and assumed responsibility for all

public adjuster related activity and conduct of APA and its employees, pursuant to N.J.A.C. 11:1-12.2(a); and

IT FURTHER APPEARING, that in August 2015 the public adjuster license of Respondent Dallmer had been revoked by the Commissioner, and nevertheless thereafter he continued to engaged in the business of a public adjuster as defined by N.J.A.C. 11:1-37.2 and perform public adjuster services on behalf of APA, with the knowledge and consent of both Hoffman and Wismer; and

COUNT ONE

IT FURTHER APPEARING, that on or about January 8, 2017, “K.C.,” a New Jersey insured, filed a loss claim under her property insurance policy with State Farm Insurance Company (“State Farm”) for water damage to her residence; and

IT FURTHER APPEARING, that on or about January 19, 2017, for the purpose of soliciting work and offering services as a public adjuster on behalf of himself and/or APA, Dallmer met with “K.C.” at her residence to discuss the property damage claim filed with State Farm; and

IT FURTHER APPEARING, that during that meeting, Dallmer inspected and took photographs of the property damage which K.C. had reported to State Farm; and

IT FURTHER APPEARING, that during that meeting. Dallmer presented K.C. with a written public adjuster contract on behalf of APA. Dallmer then filled in the blank portions of said contract and had K.C. sign same. The public adjuster contract between K.C. and APA was dated January 19, 2017, and was subsequently signed by Hoffman; and

IT FURTHER APPEARING, that following their initial meeting on January 19, 2017, Dallmer had additional meetings and direct conversations with K.C. between January 2017 and April 2017 regarding the status of her insurance claim with State Farm and discussed, among other

things, the efforts he and APA were making to negotiate and settle K.C.'s insurance claim; and

IT FURTHER APPEARING, that by having direct discussions with K.C. and State Farm and taking other actions on behalf of K.C. to settle her property damage claim with State Farm, Dallmer was engaged in the business of a public adjuster and performed services of a public adjuster without being duly licensed, in violation of N.J.S.A. 17:22B-3(a); N.J.S.A. 17:22B-14(a)(1), (3) and (4); and N.J.A.C. 11:1-37.14(a), (a)(1), (3), (4) and (16); and

IT FURTHER APPEARING, that at all times, Hoffman and Wismer knew and consented to Dallmer engaging in the business and services of a public adjuster, without a license, on behalf of APA, and they aided and abetted Dallmer in his efforts to solicit new clients and new business on behalf of APA, in violation of N.J.S.A. 17:22B-14(a)(5) and N.J.A.C. 11:1-37.14(a)(5); and

COUNT TWO

(Ace Public Adjuster and Wismer)

IT FURTHER APPEARING, that on or about December 30, 2017, APA and "C.K.," a New Jersey insured, executed a public adjuster contract whereby C.K. retained APA to negotiate and settle a property damage claim C.K. had filed under his insurance policy with USAA Casualty Insurance Company ("USAA"); and

IT FURTHER APPEARING, that in or about December 2018, USAA determined to partially settle C.K.'s property damage claim, and forwarded to APA a settlement check in the amount of \$6,804.03 ("USAA Check") which had been made payable the insureds (C.K and CK.'s wife) and APA; and

IT FURTHER APPEARING, that on or about December 18, 2018, Wismer endorsed the USAA Check on behalf of APA, and then presented the settlement check for payment at a local check cashing business, and he received the cash proceeds; and

IT FURTHER APPEARING, that Wismer negotiated and cashed the USAA Check without the knowledge or consent of the insureds, and that said check contained the forged signatures of the insureds; and

IT FURTHER APPEARING, that although he received the cash proceeds from the settlement check on December 18, 2018, Wismer did not disburse to the insureds any portion thereof on December 18, 2018, but rather made disbursements to the insureds totaling only \$2,000 in late December 2018 and January 2019, contrary to the settlement agreement with USAA and the law, specifically N.J.S.A. 17:22B-13(f); N.J.S.A. 17:22B-14(a)(1), (3) and (4), N.J.A.C. 11:1-37.11(a); and

IT FURTHER APPEARING, that by negotiating and cashing the USAA check at a check cashing business and not depositing said check in an interest-bearing escrow or trust account in an approved, federally-insured financial institution in this state, Wismer and APA violated N.J.S.A. 17:22B-13(f) and N.J.A.C. 11:1-37.11(a); and

IT FURTHER APPEARING, that by negotiating and cashing the USAA Check without the insureds' knowledge or permission, and without securing their valid signatures, and by disbursing settlement proceeds to the insureds without providing a detailed written explanation of services rendered and costs incurred, Wismer and APA violated N.J.S.A. 17:22B-13(f), N.J.S.A. 17:22B-14(a)(1), (3) and (4), N.J.A.C. 11:1-37.11(a) and (b), and N.J.A.C. 11:1-37.14(a)(1), (3), (4) and (9); and

IT FURTHER APPEARING, that by facilitating the payment of the USAA Check by using the counterfeit signatures of the insureds signatures, Wismer and APA committed fraud and demonstrated a lack of integrity, bad faith, dishonesty, or untrustworthiness to act as a public adjuster, in violation of N.J.S.A. 17:22B-14(a)(3) and (4) and N.J.A.C. 11:1-37.14(a)(3); and

COUNT THREE

IT FURTHER APPEARING, that the public adjuster contracts prepared and utilized by Respondents and signed by insureds C.K. and K.C. (collectively “P.A. Contracts”), were pre-printed forms that contained identical terms and conditions; and

IT FURTHER APPEARING, that the public adjuster contracts utilized and executed by Respondents only referenced and described the scope of services to be rendered by APA as to “advise and assist in the adjustment of the insurance claim” and did not set forth a list of specific services to be rendered and the maximum fees to be charged, in violation of N.J.A.C. 11:1-37.13(b)(3)(ii) and N.J.S.A. 17:22B-14(a)(1), (3) and (4) and N.J.A.C. 11:1-37.14(a)(1), (3) and (4); and

IT FURTHER APPEARING, that all the other public adjuster contracts executed by Respondents which also did not set forth a list of specific services to be rendered and the maximum fees to be charged, in an amount to be obtained in discovery, violated N.J.A.C. 11:1-37.13(b)(3)(ii) and N.J.S.A. 17:22B-14(a)(1), (3) and (4) and N.J.A.C. 11:1-37.14(a)(1), (3) and (4); and

IT FURTHER APPEARING, that liability for the violations alleged in this Count should be upon Ace Public Adjuster, the person who signed the contract on behalf of Ace Public Adjuster, and Wismer, as a partner in and an active officer of APA as described in Count Four below; and

COUNT FOUR

IT FURTHER APPEARING, that at all relevant times, Wismer was a partner in and an active officer of APA, and exercised authority over the daily operations and business activities of APA and its employees as it related to the public adjuster services rendered by the company; and

IT FURTHER APPEARING, that in his capacity as a partner and/or an active officer in APA, Wismer is responsible for all insurance related conduct of APA, its other licensed officer or

partner and its employees, pursuant to N.J.A.C. 11:1-12.2(a), N.J.A.C. 11:17A-1.6(c) and N.J.A.C. 11:17-2.10(b)(4); and

IT FURTHER APPEARING, that in his capacity as a partner and/or an active officer in APA, Wismer shall be held individually responsible for the violations of Dallmer, Hoffman and APA as set forth above; and

NOW, THEREFORE, IT IS, on this 17 day of February, 2026:

ORDERED, that Respondents David Dallmer; James Hartman Wismer, Jr.; and Ace Public Adjuster, Inc. each appear and show cause why the Commissioner should not suspend or revoke the New Jersey public adjuster licenses issued to them and assess a civil penalty up to \$2,500.00 for the first offense and up to \$5,000.00 for the second and each subsequent offense, pursuant to N.J.S.A. 17:22B-14 and -17; and N.J.A.C. 11:1-37.14(a) and -37.14(b); and

IT IS FURTHER ORDERED, that Respondents appear and show cause why the Commissioner should not assess a civil penalty up to \$2,500.00 for the first offense and up to \$5,000.00 for the second and each subsequent offense, pursuant to N.J.S.A. 17:22B-17; and

IT IS FURTHER ORDERED, that Respondents appear and show cause why they should not be subject to additional penalties including payment of costs for the use of the State as authorized under N.J.S.A. 17:22B-17; and

IT IS PROVIDED, that Respondents have the right to request an administrative hearing, to be represented by counsel or other qualified representative, at their own expense, to take testimony, to call or cross-examine witnesses, to have subpoenas issued, and to present evidence or argument if a hearing is requested; and

IT IS FURTHER PROVIDED, that unless a request for a hearing is received within twenty (20) days of the service of this Order to Show Cause, the right to a hearing in this matter shall be

deemed to have been waived by Respondents, and the Commissioner shall dispose of this matter in accordance with law. A hearing may be requested by mailing the request to Thomas Stanley, Manager in Enforcement, Department of Banking and Insurance, P.O. Box 329, Trenton, N.J. 08625 or by faxing the request to the Department at (609) 292-5337. A copy of the request for a hearing shall also be sent to Deputy Attorney General Dakar Ross, 25 Market Street, Box 117, Trenton, NJ 08625. The request shall contain:

- (a) Respondents' full names, current addresses, and daytime telephone numbers;
- (b) A statement referring to each charge alleged in this Order to Show Cause and identifying any defense intended to be asserted in response to each charge. Where the defense relies on facts not contained in the Order to Show Cause, those specific facts must be stated;
- (c) A specific admission or denial of each fact alleged in this Order to Show Cause. Where Respondents have no specific knowledge regarding a fact alleged in this Order to Show Cause, a statement to that effect must be contained in the hearing request. Allegations of this Order to Show Cause not answered in the manner set forth above shall be deemed to have been admitted; and
- (d) A statement requesting a hearing.



Susan Ochs
Acting Commissioner