

STATE OF NEW JERSEY
DEPARTMENT OF BANKING AND INSURANCE

IN THE MATTER OF:

Proceeding by the Commissioner of Banking)
and Insurance, State of New Jersey, to penalize)
Citizens Public Adjusters Inc., Reference No: 1128330) CONSENT
and Jerome Joseph Sacco Sr., Reference No: 1126450) ORDER

To: Citizens Public Adjusters Inc. Jerome Joseph Sacco Sr.
3237 Bristol Rd. 3237 Bristol Rd.
Suite 204 Suite 204
Bensalem, PA 19020 Bensalem, PA 19020

This matter, having been opened by the Commissioner of Banking and Insurance ("Commissioner"), State of New Jersey, upon information that Citizens Public Adjusters Inc. ("Citizens") and its designated responsible licensed producer Jerome Joseph Sacco Sr. ("Sacco") (collectively "Respondents"), currently licensed as nonresident public adjusters pursuant to N.J.S.A. 17:22B-5, may have violated the public adjuster laws of the State of New Jersey; and

WHEREAS, Respondents are subject to the provisions of the Public Adjusters Licensing Act of 1994, N.J.S.A. 17:22B-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, 2, and 17, the Commissioner may suspend or revoke the license of a public adjuster or impose a fine if the licensee has violated any insurance law of this State; or has committed any other act or omission which the Commissioner determines to be inappropriate conduct by a licensee of this State; and

WHEREAS, pursuant to N.J.S.A. 17:22B-13c, N.J.A.C. 11:1-37.13(a), and N.J.A.C. 11:1-37.13(b)3 ii and iii, no individual, firm, association or corporation, shall have any right to compensation from any insured for services rendered to an insured as a public adjuster unless the right to compensation is based upon a written memorandum, that specifies or clearly defines the services to be rendered and contains the time of execution of the contract; and

WHEREAS, pursuant to N.J.A.C. 11:1-37.13(b)5, the written memorandum 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 any requirement for a written notice; the rights and obligations of the parties if the contract is cancelled at any time; and 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

IT APPEARING, that in July 2013, Respondents entered into a public adjuster service contract with a New Jersey insured which was based upon a written memorandum that did not clearly define the services to be rendered or contain a list of services to be rendered, the time the contract was executed, or a section which prominently included the procedures to be followed by the insured if he or she sought to cancel the contract, including any requirement for a written notice; the rights and obligations of the parties if the contract was cancelled at any time; and the costs to the insured or the formula for the calculation of costs to the insured for services rendered in whole or in part, in violation of N.J.S.A. 17:22B-14a (1), N.J.A.C. 11:1-37.13(a), (b)3 ii and iii, and (b)5 and N.J.A.C. 11:1-37.14(a) 1, 2, and 17; and

IT FURTHER APPEARING, that Respondents:

- 1) Have admitted responsibility for the aforementioned violations; and
- 2) Have cooperated with the Department of Banking and Insurance's ("Department") investigation; and
- 3) Have reduced the fee charged to CT from 30% to 15%; and

IT FURTHER APPEARING, that cause does exist under N.J.S.A. 17:22B-17 to penalize Respondents; and

IT FURTHER APPEARING, that Respondents have waived their right to a hearing on the aforementioned violations and have agreed to revise the written memorandum used as a basis for compensation for public adjuster services offered to New Jersey residents to comply with all aspects of New Jersey insurance laws and regulations; and

IT FURTHER APPEARING, that this matter should be resolved upon the consent of the parties without resort to a formal hearing; and

NOW, THEREFORE, it is on this 26th ^{5th} day of August ^{SEPTEMBER}, 2014

ORDERED AND AGREED, that Respondents shall revise the written memorandum used as a basis for compensation for public adjuster services offered to New Jersey residents to comply with all aspects of New Jersey insurance laws and regulations; and


IT IS FURTHER ORDERED AND AGREED, that Respondents shall provide the Department with satisfactory proof that the written memorandum used as a basis for compensation for public adjuster services offered to New Jersey residents has been modified to comply with all aspects of New Jersey insurance laws and regulations; and

IT IS FURTHER ORDERED AND AGREED that said memorandum shall be remitted to:

New Jersey Department of Banking and Insurance
ATTN: Virgil Downtin, Chief of Investigations
9th Floor – Enforcement Unit
P.O. Box 329
Trenton, New Jersey 08625

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

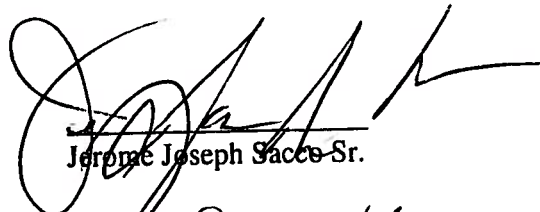
IT IS FURTHER ORDERED AND AGREED, that Respondents shall cease and desist from engaging in the conduct that gave rise to this Consent Order and hereafter shall comply in all respects with the New Jersey insurance laws and regulations.


Peter L. Hart
Acting Director of Insurance

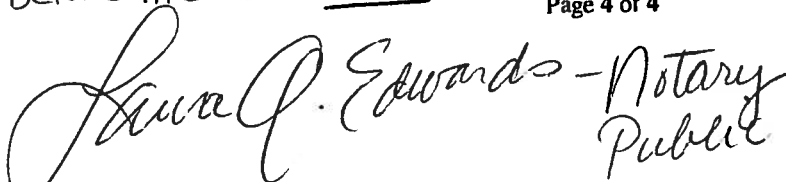
Consented to as to
Form, Content and Entry

Citizens Public Adjusters Inc.

By: JEROME J SACCO
Name: Jerome J. Sacco
Title: President
Date: 8-26-14


Jerome Joseph Sacco Sr.
Date: 8-26-14

Before me this 26th day of August 2014
Page 4 of 4

 - Notary Public

NOTARIAL SEAL
Laura Antonette Edwards
NOTARY PUBLIC
Twp of Bensalem, Bucks County
My Commission Expires 06/28/2015