

1 CALIFORNIA DEPARTMENT OF INSURANCE  
2 LEGAL DIVISION – Enforcement Bureau  
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8 Attorneys for Dave Jones,  
9 Insurance Commissioner

10 **BEFORE THE INSURANCE COMMISSIONER**  
11 **OF THE STATE OF CALIFORNIA**

12 In the Matter of the Licenses and Licensing  
13 Rights of:

File No. 11SC00391

14 BRUCE GEORGE ALEXANDER,

ACCUSATION

15 Respondent.

16 **I. JURISDICTION**

17 1. This matter arises under the California Insurance Code ("CIC"), Division 1, Part  
18 1, and Part 2, Chapters 1, 2, 5 and 12 and Division 3, Chapters 1 and 2, which governs  
19 the licensing of production agencies, including insurance companies, brokers, and agents.

20 2. The regulations governing insurance companies, brokers and agents are contained  
21 in Title 10, Chapter 5, of the California Code of Regulations.

22 3. The California Department of Insurance ("CDI") is the agency of the State of  
23 California responsible for the licensing and monitoring of the insurance industry,  
24 including insurance companies, brokers, and agents.

25 4. This matter before the CDI must be conducted in conformity with the  
26 provisions of the California Administrative Procedures Act, Government Code section  
27 11500 et.seq.

28 5. Pursuant CIC15039 and 1743 the CDI may institute or continue a disciplinary

1 proceeding against a licensee for the grounds set forth in the CIC.

2 **II. PARTIES**

3 6. Complainant is the California Department of Insurance (“Department”). Pursuant  
4 to Government Code section 11503, complainant files this matter in its official capacity.

5 7. Respondent BRUCE GEORGE ALEXANDER, was licensed by the  
6 Commissioner to act in the capacity of a interim Public Adjuster from March 4, 2009 through  
7 March 4, 2010; Respondent was from May 21, 2010 and is currently, licensed to act in the  
8 capacity of a Public Adjuster.

9  
10 **III. BACKGROUND**

11 8. CIC Section 15700 defines a public insurance adjuster:  
12 “A public insurance adjuster within the meaning of this chapter is a person who, for  
13 compensation, acts on behalf of or aids in any manner, an insured in negotiating for or effecting  
14 the settlement of a claim or claims for loss or damage under any policy of insurance covering real  
15 or personal property or any person who advertises, solicits business, or holds himself or herself  
16 out to the public as an adjuster of those claims and any person who, for compensation,  
17 investigates, settles, adjusts, advises, or assists an insured with reference to claims for those losses  
18 on behalf of any public insurance adjuster.”

19  
20 **IV ALLEGATIONS: COMPLAINTS MADE BY CONSUMERS TO THE CDI**

21 **A. Jose and Nanette R. : Fire Loss: 11/23/2010**

22 9. On November 24, 2010, Respondent Alexander entered into a public insurance  
23 adjuster contract with Nanette and Jose R. to “advise and assist Assured in the measurement and  
24 documentation of the insured’s loss and to present insured’s claim to the insurance company for  
25 loss and damages” due to a fire located at in Sacramento, California. Respondent Alexander’s  
26 public insurance adjuster contract identified the business name of “Bruce G. Alexander Public  
27 Insurance Adjuster,” and assessed a fee of “ten percent (10%) of the amount of loss when paid by  
28 the insurance company, plus such necessary expenses as approved by insured.”

1           10.     Respondent Alexander told Nanette R. that he would handle the claim, set up the  
2 preparation of the scope of the restoration and structure repair with the contractors, assist with the  
3 coordination of the repairs and pack out of the personal property, deal with the insurance  
4 company adjuster, and assist with the temporary housing. Nanette R. paid Respondent Alexander  
5 a total of \$5,098.31, which represented 10% percent of the value of the claim. On April 15, 2011,  
6 the Department of Insurance received a request for assistance from Nanette and Jose R.

7           11.     Farmers Insurance Company ("Farmers") prepared a scope of repairs, pack out and  
8 cleaning dated December 6, 2010 totaling the amount of \$52, 483.16. Regional Builders, Inc.  
9 ("RBI") prepared a scope for the emergency board up dated December 28, 2010 in the amount of  
10 \$737.94. Farmers issued check that ends with the last four digits of #9040 dated July 26, 2011 for  
11 \$737.94 payable to Respondent Alexander and Jose R. for the emergency board up to replace a  
12 check that had been issued on January 4, 2011. Check #9040 was sent to Respondent's office  
13 address in Roseville, CA. Check #9040 was not cashed, so Farmers issued a replacement check  
14 #8482 dated August 9, 2011 payable to Jose R. for \$737.94. The check was paid on August 16,  
15 2011.

16           12.     RBI provided the board up service on Jose and Nanette R. property on November  
17 24, 2010. On December 28, 2010, Farmers agreed to the cost of service amount of \$737.94. A  
18 copy of the scope and billing was sent to Farmers on January 3, 2011. By April 11, 2011, RBI had  
19 not received payment. RBI called Respondent Alexander numerous times and did not receive any  
20 response. On April 18, 2011, RBI followed up with Farmers. On April 21, 2011, Farmers  
21 verified a check for the board up cost was sent to the Respondent Alexander, but had not been  
22 cashed.

23           13.     On July 12, 2011, after 5 calls to the Respondent Alexander, RBI made contact  
24 with him. Respondent Alexander said the billing had been lost. RBI resent the billing on July 14,  
25 2011 to the Respondent Alexander. Between July 23, 2011 and August 3, 2011, RBI attempted to  
26 make contact with Respondent Alexander via email and left 4 messages. Respondent Alexander's  
27 failure to return calls and lack of service caused delays in the settlement of Nanette R.'s claim.  
28

1           14. Nanette R. provided a copy of a letter dated December 20, 2010 that she received  
2 from RCP General Contractors Inc ("RCP"). The letter stated they had made several attempts to  
3 obtain billing information from Respondent Alexander for services rendered on November 24,  
4 2010. RCP put a mechanics lien on Nanette R.'s home dated April 4, 2011 because they had not  
5 received the payment for their services. Nanette R. paid RCP \$465.00 by money order dated April  
6 11, 2011. The lien was removed.

7           15. On April 13, 2011, Jose and Nanette R. sent Respondent Alexander a letter of  
8 termination and requested that he forward the check in the amount of \$737.94 for the board up, all  
9 correspondence and invoices related to their claim.

10           16. Farmers sent a letter dated May 5, 2011 to Jose and Nanette R. stating that during  
11 the time Respondent Alexander was assisting them with their claim, Farmers did not receive any  
12 adjustments, correspondence, or information related to the claim. Information and support for the  
13 additional expenses were received after Respondent Alexander was terminated.

14           17. Nanette R. said that Respondent Alexander did not submit estimates to her Farmers  
15 adjuster, did not return calls, and did not show up for scheduled appointments. On several  
16 occasions, Nanette R. waited for Respondent Alexander who did not show up and did not call to  
17 cancel the appointment. Respondent Alexander received checks from Farmers and would sign  
18 them over to Nanette R., but did not disclose what the checks represented. Respondent Alexander  
19 failed to provide invoices or statements for the amounts received. Respondent Alexander failed to  
20 provide the public adjuster services he promised, did not provide documentation related to their  
21 claims, and was nonresponsive.

22           18. Respondent Alexander's actions represent a violation of CIC Section 15027 (a)  
23 [failing to execute the contract with the consumer]; CIC Section 15039 (f) and (k) and CIC  
24 Section 1668 (b) [actions against the public interest]; (c) [acting in bad faith]; (d) [not of good  
25 business reputation]; (e) [lacking in integrity]; (I) [dishonest]; (j) [untrustworthy]; (l) [acting in  
26 violation of the insurance code]; CIC Section 15039 (g) [failing to render services].

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28 **B. Ron and Earlene H. : Fire Loss: 07/17/2011**

1           19.    On July 21, 2011, Ron and Earlene H. entered in a public adjuster contract with  
2 Respondent Alexander with the understanding that he would be receiving 10% of the insurance  
3 claim. Respondent Alexander said he would take care of everything concerning their claim  
4 including obtaining estimates from a contractor and dealing with the Farmers adjuster to settle the  
5 claim. Respondent Alexander told Ron and Earlene H. that insurance companies do not like him  
6 because he gets them to pay more on a claim than they want to. Additionally, Respondent  
7 Alexander said that Farmers would take shortcuts on the repairs and try to pay out the least  
8 amount of money as possible.

9           20.    Ron and Earlene H. submitted a request for assistance to the Department of  
10 Insurance stating that they hired Respondent Alexander to assist with their fire loss that occurred  
11 on July 17, 2011 at their home. Ron and Earlene H. terminated their contract with Respondent  
12 Alexander because of his lack of response and failure to show up for scheduled appointments.  
13 Respondent Alexander disputed the termination, refused to submit a release letter to Farmers, and  
14 told the Farmers adjuster he still represented Ron and Earlene H.

15           21.    On July 22, 2011, Farmers received a public adjuster contract dated July 21, 2011  
16 between Ron and Earlene H. and Respondent Alexander. The contract terms for the percentage  
17 and date of cancellation were blackened out.

18           22.    On July 28, 2011, Farmers Insurance Adjustor Tony Groves was assigned to handle  
19 the Ron and Earlene H. fire loss claim. Groves went to home of Ron and Earlene H. in order to  
20 assess the damage. Their personal belongings were already packed by American Fire Recovery.  
21 Groves did not see the items; therefore, he used the scope prepared by ServiceMaster to  
22 determine the cost. Farmers did not receive any scope of repairs from Respondent Alexander.  
23 Respondent Alexander failed to respond to Groves' messages regarding the estimates.

24           23.    On July 23, 2011, a contractor from All Phase Improvements came to Ron and  
25 Earlene H.'s home and said he was sent by Respondent Alexander. The contractor ripped out the  
26 upstairs carpet and sprayed for mold. Ron and Earlene H. received a proposed agreement from the  
27 All Phase Improvement contractor that did not reflect a repair amount. The contractor stated they  
28 would do the necessary repairs as needed and agreed to by Respondent Alexander and Farmers.

1           24.     On August 5, 2011, Earlene H. received a call from Respondent Alexander stating  
2 he received a check from Farmers. Respondent Alexander scheduled a meeting with Ron and  
3 Earlene H. for August 9, 2011, but did not show. Earlene H. called Respondent Alexander who  
4 said he got the dates mixed up and rescheduled for August 13, 2011. Respondent Alexander did  
5 not show up to that appointment either and did not return Earlene H.'s phone calls. Earlene H.  
6 called Groves who said Respondent Alexander had not been returning any of his phone calls.

7           25.     Ron and Earlene H. sent a certified letter dated August 15, 2011 to Respondent  
8 Alexander stating they were canceling the contract effective August 15, 2011 due to his lack of  
9 response. Ron and Earlene H. forwarded a copy of the letter to Farmers. Groves told Earlene H.  
10 that Respondent Alexander called on September 6, 2011 and said he still represented them.  
11 Groves told Earlene H. that Farmers sent Respondent Alexander a request for a drop letter so he  
12 could deal with them on their claim, but did not receive one.

13           26.     Farmers provided a financial log reflecting 4 checks totaling \$9,931.28 that were  
14 issued payable to Respondent Alexander and Ron and Earlene H. The checks were mailed to  
15 Respondent Alexander. The checks were not cashed. Farmers stopped payment and reissued the  
16 checks to Ron and Earlene H.

17           27.     Ron and Earlene H. had to pay out of their own pocket for temporary housing,  
18 their home repairs were delayed, and their claim was at a standstill. Ron and Earlene H. hired the  
19 Law Offices of Goforth and Lucas to assist with the settlement of their claim.

20           28.     Respondent Alexander's actions represent a violation of CIC Section 15027 (a)  
21 [failing to execute the contract with the consumer]; CIC Section 15039 (f) and (k) and CIC  
22 Section 1668 (b) [actions against the public interest]; (c) [acting in bad faith]; (d) [not of good  
23 business reputation]; (e) [lacking in integrity]; (I) [dishonest]; (j) [untrustworthy]; (l) [acting in  
24 violation of the insurance code]; CIC Section 15039 (g) [failing to render services].

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26 **C.   Judi and Ken M. : Fire Loss: 09/05/2011**

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1           29.     On September 5, 2011, Judi and Ken M. suffered a fire loss at their home located  
2 in Sacramento, CA. Judi and Ken M. had two insurance policies for their home, one with MetLife  
3 Insurance Company and the other with Residence Mutual Insurance Company.

4           30.     On September 7, 2011, Judi and Ken M. signed a public adjuster contract with  
5 Respondent Alexander. Respondent Alexander said he would negotiate the claim with the both  
6 insurance companies. Respondent Alexander would make sure the companies made the Judi and  
7 Ken M. whole and would maximize the claim to make money. Respondent Alexander would  
8 arrange the pack out, cleaning of personal property, and oversee the reconstruction.

9           31.     Respondent Alexander hung around the house for three days after the contract was  
10 signed. Respondent Alexander told contractors and public adjusters who showed up at the house  
11 soliciting business that the job was taken. Respondent Alexander conducted a walk thru with the  
12 MetLife adjuster and the Residence Mutual adjuster. Respondent Alexander disappeared after the  
13 first three days. Respondent Alexander did not return phone calls in a timely manner and became  
14 mostly nonresponsive. Judi M. provided copies of emails dated between October 20, 2011 and  
15 November 2, 2011 that were sent to Respondent Alexander requesting updates on the claim that  
16 went unanswered.

17           32.     On October 10, 2011, Respondent Alexander received the scope of restoration and  
18 repair on from All Phase Improvements, the contractor working on Judi M.'s home. Respondent  
19 Alexander failed to provide the scope of repair to Tom Thoele of MetLife until November 11,  
20 2011. Respondent Alexander caused unnecessary delays that lead to problems with the processing  
21 of the claim.

22           33.     Judi and Ken M. sent Respondent Alexander a termination letter dated November  
23 7, 2011. Judi M. sent copies of the notification of termination to the insurance companies. On  
24 November 11, 2011, Respondent Alexander emailed John Ratto of Residence Mutual and Tom  
25 Thoele of Metlife stating that his contract was still in force and that he had not been terminated  
26 and to list his name as the payee on all checks.

27           34.     On November 6, 2011, Respondent Alexander contacted Judi and Ken M. and  
28 requested a meeting with them. On November 17, 2011, Respondent Alexander came to Judi and

1 Ken M.'s office. Respondent Alexander did not offer any explanation for his lack of  
2 communication or his failure to provide the service he had promised. Respondent Alexander said  
3 the companies had been difficult to work with and it would be in their best interest if he continued  
4 to represent them. Judi M. told Respondent Alexander that he was still terminated and that he  
5 needed to notify the companies that he was no longer involved in their claim.

6 35. On November 17, 2011, Judi received an email from Respondent Alexander  
7 stating he estimated their claim to be \$300,000.00 and that he would withdraw himself from the  
8 claim if she paid him \$30,000.00. Judi M. provided a copy of her response to Respondent  
9 Alexander via email dated November 17, 2011 that outlined the delays in the processing of her  
10 claim. They included lack of updates, not submitting documents in a timely manner, and  
11 withholding a Metlife check for the temporary housing of Judi and Ken M. On December 2, 2011,  
12 the Department of Insurance received a request for assistance from Judi and Ken M.

13 36. On or about September 9, 2011, Residence Mutual Insurance Company received a  
14 copy of the public adjuster contract between Respondent Alexander and Judi and Ken M.  
15 John Ratto, claims adjuster for Residence Mutual Insurance Company, stated that Respondent  
16 Alexander stopped being responsive approximately four weeks into the claim. Respondent  
17 Alexander did not return calls in a timely manner and did not answer written correspondence.  
18 Residence Mutual provided a claim transaction record of check #451816 dated November 1, 2011  
19 in the amount of \$4,595.32 payable to Respondent Alexander and Judi and Ken M. The check  
20 was sent to Respondent Alexander's business address at 1474 Stone Point Dr, Roseville, CA. As  
21 of January 9, 2012, the check had not been cashed.

22 37. Respondent Alexander caused unnecessary delays in the settlement of Judi and  
23 Ken M.'s claim by not returning phone calls, providing updates, or answering written  
24 correspondence related to the claim. Residence Mutual Insurance Company sent a claim check to  
25 Alexander, but failed to forward it to Judi and Ken M. Respondent Alexander failed to provide  
26 the services he promised when he solicited business from Judi and Ken M.

27 38. Respondent Alexander's actions represent a violation of CIC Section 15027 (a)  
28 [failing to execute the contract with the consumer]; CIC Section 15039 (f) and (k) and CIC

1 Section 1668 (b) [actions against the public interest]; (c) [acting in bad faith]; (d) [not of good  
2 business reputation]; (e) [lacking in integrity]; (f) [dishonest]; (g) [untrustworthy]; (h) [acting in  
3 violation of the insurance code]; CIC Section 15039 (g) [failing to render services].  
4

5 **D. Brian and Tara B. Fire Loss: 09/09/2011**

6 39. Tara and Brian B. suffered fire loss at their home on September 9, 2011. On  
7 September 10, 2011, Respondent Alexander showed up at Tara and Brian B.'s home offering his  
8 services as a public adjuster. Respondent Alexander said that he would be able to get 30% to 40%  
9 more for the claim than what the insurance company would be willing to pay. Respondent  
10 Alexander said the company would not give them what they were entitled to and he would fight  
11 on their behalf for denied services. Respondent Alexander said he would handle all aspects of the  
12 claim including dealing with the adjuster, setting up the restoration, and overseeing the  
13 reconstruction. Respondent Alexander said that he would be able to maximize their claim so they  
14 could rebuild with upgrades.

15 40. On September 13, 2011, Tara and Brian B. entered into a public adjuster contract  
16 with Respondent Alexander. The contract stated that Respondent Alexander would receive 10%  
17 of the claim. For the first two weeks after signing the contract, Respondent Alexander kept in  
18 touch with Brian and Tara B. After the two weeks, Respondent Alexander became difficult to  
19 contact. At times, Respondent Alexander would not respond to a message for up to 10 days. Brian  
20 and Tara B. requested copies of the estimates. Respondent Alexander failed to provide copies of  
21 the requested documents.

22 41. Respondent Alexander told Brian and Tara B. not to contact AAA because any  
23 information given to the insurance company could be used against them. Respondent Alexander  
24 failed to provide Brian and Tara B. updates on their claim so they contacted AAA adjuster, Marc  
25 Castle.

26 42. In October of 2011, Brian and Tara B. received a call from Castle requesting  
27 information on their claim. Castle had been leaving Respondent Alexander voice messages and  
28

1 Respondent Alexander was not returning his calls. Respondent Alexander's failure to return calls  
2 and provide AAA with requested information was causing delays in the settlement of their claim.

3 43. On or about December 21, 2011, Brian and Tara B. sent Respondent Alexander a  
4 letter cancelling their contract because of his lack of communication, failure to provide updates  
5 relating to the claim, and inadequately performing the duties of a public adjuster. On January 2,  
6 2012, Respondent Alexander responded to the cancellation letter via email stating the contract  
7 will remain in force, AAA will not recognize the cancellation without his written notification, and  
8 that he intends on maintaining his position in the claim.

9 44. Respondent Alexander actions caused delays in the settlement of Brian and Tara  
10 B.'s fire loss claim. Respondent Alexander did not provide the services he promised when he  
11 solicited business from Brian and Tara B.

12 45. Respondent Alexander's actions represent a violation of CIC Section 15027 (a)  
13 [failing to execute the contract with the consumer]; CIC Section 15039 (f) and (k) and CIC  
14 Section 1668 (b) [actions against the public interest]; (c) [acting in bad faith]; (d) [not of good  
15 business reputation]; (e) [lacking in integrity]; (l) [dishonest]; (j) [untrustworthy]; (i) [acting in  
16 violation of the insurance code]; CIC Section 15039 (g) [failing to render services].

17  
18 **E. Christy V. Fire Loss: 07/07/2011**

19 46. Christy V. suffered a fire loss at her home on July 7, 2011. Respondent Alexander  
20 came to Christy V.'s home on July 7, 2011. Respondent Alexander offered his public adjusting  
21 services that included dealing with the insurance company adjuster, helping with temporary  
22 housing, and setting up the contractor and restoration company for the repairs and cleaning.  
23 Respondent Alexander told Christy V. that he would make the claim process stress free.

24 47. On July 9, 2011, Christy V. signed a public adjuster contract with Respondent  
25 Alexander. Respondent Alexander was around for the first three days after the contract was  
26 signed and then became non-responsive. Respondent Alexander did not return Christy V.'s phone  
27 calls, which resulted delays in the claim settlement. Respondent Alexander procrastinated on  
28

1 setting up Christy V.'s temporary housing. Christy V. was not able to go to a hotel until July 22,  
2 2011.

3 48. On July 26, 2011, Christy V. received a call from her State Farm adjuster, Melissa  
4 Amarante, who said she had not been able to get a hold of Respondent Alexander. Amarante told  
5 Christy V. that Respondent Alexander did not show up for the scheduled inspection appointment.  
6 Christy V. left several phone messages and text messages with Respondent Alexander.

7 49. In August of 2011, Respondent Alexander had All Phase Improvements come to  
8 Christy V.'s home in order to inspect the damage. Zach Minor of All Phase Improvements  
9 prepared a bid at the time of inspection. Christy V. asked Respondent Alexander for a copy of the  
10 bid on several occasions, but received no response. Amarante told Christy V. that State Farm did  
11 not receive a copy either.

12 50. On September 7, 2011, Christy V. sent Respondent Alexander a letter terminating  
13 their contract. Christy V. cited Respondent Alexander's failure to provide updates as the basis for  
14 the contract termination. Christy V. also sent Respondent Alexander's termination letter to State  
15 Farm.

16 51. On July 13, 2011, Melissa Amarante, Claims Adjuster for State Farm, received a  
17 call from Respondent Alexander stating he represented Christy V. on her fire loss claim.  
18 Amarante and Respondent Alexander set an appointment to meet on July 14, 2011 in order to  
19 inspect Christy V.'s home. Respondent Alexander did not show up for the appointment.  
20 Respondent Alexander did not call to cancel or to reschedule the appointment. Amarante  
21 left messages on Respondent Alexander's phone on July 26, 2011 and July 28, 2011. Respondent  
22 Alexander did not return her calls.

23 52. On July 28, 2011, Amarante received a copy of the public adjuster contract  
24 between Christy V. and Respondent Alexander. Amarante called Respondent Alexander and left a  
25 message on August 3, 2011. Respondent Alexander did not return her call for approximately one  
26 week.

27 53. On August 15, 2011, Amarante met with Respondent Alexander at Christy V.'s  
28 home. American Fire Recovery had already removed all of Christy V.'s personal property and

1 stored the items at their warehouse. Respondent Alexander said he would submit a scope of repair  
2 and restoration, but never did.

3 54. Respondent Alexander contracted to provide Christy V. with assistance in her  
4 insurance claim, to deal with her claims adjuster, and to coordinate home repairs and restoration.  
5 Respondent Alexander failed to provide the public adjusting services he promised when he  
6 solicited the contract with Christy V. Respondent Alexander actions caused delays in the  
7 settlement of Christy V.'s fire loss claim.

8 55. Respondent Alexander's actions represent a violation of CIC Section 15027 (a)  
9 [failing to execute the contract with the consumer]; CIC Section 15039 (f) and (k) and CIC  
10 Section 1668 (b) [actions against the public interest]; (c) [acting in bad faith]; (d) [not of good  
11 business reputation]; (e) [lacking in integrity]; (I) [dishonest]; (j) [untrustworthy]; (l) [acting in  
12 violation of the insurance code]; CIC Section 15039 (g) [failing to render services].

13  
14 **F. Don and Kim T. Fire Loss: 03/01/2011**

15 56. On March 1, 2011, Respondent Alexander came to Don and Kim T.'s home  
16 offering his public adjusting services. Respondent Alexander said he would handle all aspects of  
17 the claim and set up temporary housing. Respondent Alexander said the insurance company  
18 would pay \$0.10 to \$0.15 on the dollar for contents and that he would push for 100%. On March  
19 1, 2011, Don and Kim T. entered into a public adjuster contract with Respondent Alexander.  
20 Respondent Alexander was around at the beginning of the claims process and then disappeared.  
21 Don and Kim T. left several messages, but Respondent Alexander did not return their calls. Don  
22 T. received calls from Farmers Claims Adjuster Won Chang, who said Respondent Alexander had  
23 not been returning his calls. Respondent Alexander's unresponsiveness was causing delays in the  
24 settlement of the claim.

25 57. Farmers Insurance received a letter of representation dated March 1, 2011 and a  
26 copy of the public adjuster contract between Don and Kim T. and Respondent Alexander.  
27 Between March 2, 2011 and March 31, 2011, Respondent Alexander was responsive and returned  
28 telephone calls to Chang. Respondent Alexander was present for the inspections and showed up

1 for scheduled appointments. After the first four weeks, Respondent Alexander failed to return  
2 calls in a timely manner. Chang requested a contents list on several occasions from Respondent  
3 Alexander, but did not get a response causing a delay in the settlement process.

4 58. On or about February 16, 2012, the Department of Insurance received a request  
5 for assistance alleging Respondent Alexander did not complete work, return calls, or submit  
6 documents relating to Don and Kim T.'s fire loss.

7 59. Between April 5, 2011 and April 11, 2011, Chang left messages regarding Don  
8 and Kim T.'s contents list and did not receive a response from Respondent Alexander. Chang left  
9 a message on Respondent Alexander's voice mail on April 26, 2011 stating that if he did not  
10 return his call Chang would contact Don and Kim T. for their claim status. Respondent Alexander  
11 texted Chang and said he would call him the next day on April 27, 2011. Respondent Alexander  
12 called and that he said would fax the list within the hour and scheduled to discuss an invoice on  
13 April 28, 2011 at 9:00am. Respondent Alexander did not call Chang as scheduled. Chang called  
14 Respondent Alexander and left him a message at 9:15. On April 29, 2011, Chang received an  
15 incomplete contents list from Respondent Alexander.

16 60. Respondent Alexander scheduled a meeting with Chang on May 3, 2011 in order  
17 to discuss the contents list. Respondent Alexander did not show up or call to cancel. Respondent  
18 Alexander called later after the scheduled time to discuss the claim. On May 13, 2011,  
19 Respondent Alexander said he would call back, but Chang did not hear from him until May 23,  
20 2011. On May 23, 2011, Respondent Alexander said he would call back later, but did not. On  
21 May 27, 2011, Respondent Alexander told Chang he was busy and scheduled to discuss the claim  
22 at 2:00 that day. Chang did not hear back from Respondent Alexander.

23 61. Respondent Alexander's lack of communication to Farmers Claims Adjuster Won  
24 Chang caused unnecessary delays in the settlement of Don and Kim T.'s claim. Respondent  
25 Alexander failed to render services as promised when he solicited the contract with Don and Kim  
26 T.

27 62. Respondent Alexander's actions represent a violation of CIC Section 15027 (a)  
28 [failing to execute the contract with the consumer]; CIC Section 15039 (f) and (k) and CIC

1 Section 1668 (b) [actions against the public interest]; (c) [acting in bad faith]; (d) [not of good  
2 business reputation]; (e) [lacking in integrity]; (I) [dishonest]; (j) [untrustworthy]; (l) [acting in  
3 violation of the insurance code]; CIC Section 15039 (g) [failing to render services].  
4

5 **G. Joseph E. Fire Loss: 03/28/2011**

6 63. On March 28, 2011, Joseph E. experienced a fire loss on his home. Respondent  
7 Alexander came to property on March 28, 2011 and introduced himself. Respondent Alexander  
8 told Joseph E. he would handle all aspects of the claim, negotiate the settlement with the  
9 company adjuster, set up the restoration, and oversee the reconstruction. On March 29, 2011,  
10 Joseph E. entered into a public adjusting contract and agreed to pay Respondent Alexander 10%  
11 of the claim. Within a few days after signing the contract, Respondent Alexander did not respond  
12 to Joseph E.'s phone calls.

13 64. Joseph E. hired LNH Construction to do the repairs on his home. LNH  
14 Construction told Joseph E. that Respondent Alexander had not been responding to their calls.

15 65. Jeff Mangil and Tim Kopchak were claims adjusters for Allied Insurance  
16 Company assigned to the Joseph E. fire claim loss. Mangil received a copy of the public adjusting  
17 contract between Joseph E. and Respondent Alexander on March 29, 2011. Respondent  
18 Alexander was present during the home inspection, was responsive to emails, and returned  
19 telephone calls at the beginning of the claim settlement. Approximately one month after the  
20 contract date, Respondent Alexander did not return telephone calls or answer emails in a timely  
21 manner causing delays in the claims process.

22 66. In October of 2011, Mangil requested a check for \$2,174.14 made payable to  
23 Respondent Alexander and Joseph E. The check was mailed to Respondent Alexander's office  
24 address in Roseville CA. As of April 19, 2012, the check has not been cashed. In March of 2012,  
25 Joseph E. received a call from Kopchak. Kopchak asked Joseph E. about the claim check that was  
26 issued in October 2011. Joseph E. had not received the check from Respondent Alexander.  
27 Respondent Alexander had not told Joseph E. about the check. Kopchak contacted Respondent  
28 Alexander on several occasions regarding the check and Respondent Alexander failed to return

1 his calls. Kopchak called Joseph E. to ask about the check. Joseph E. did not know about the  
2 check and said Respondent Alexander had not been returning his calls.

3 67. On March 22, 2012, the California Department of Insurance received a request for  
4 assistance from Joseph E. alleging Respondent Alexander received a claim check, but never  
5 forwarded the check to Joseph E.

6 68. Respondent Alexander failed to forward a claim check that was issued by Allied  
7 Insurance Company on October 11, 2011 to Joseph E. and did not respond to inquiries regarding  
8 the check. As of April 19, 2012, the check had not been cashed or deposited into a non-interest  
9 bearing account of Respondent Alexander. Respondent Alexander failed to render services he  
10 promised when he solicited the public adjusting contract with Joseph E.

11 69. Respondent Alexander's actions represent a violation of CIC Section 15027 (a)  
12 [failing to execute the contract with the consumer]; CIC Section 15039 (f) and (k) and CIC  
13 Section 1668 (b) [actions against the public interest]; (c) [acting in bad faith]; (d) [not of good  
14 business reputation]; (e) [lacking in integrity]; (I) [dishonest]; (j) [untrustworthy]; (l) [acting in  
15 violation of the insurance code]; CIC Section 15039 (g) [failing to render services].

16  
17 **H. Katrina L. Fire Loss Date 11/30/2010.**

18 70. Katrina L. suffered a fire loss in the kitchen area of her home on November 30,  
19 2010. Katrina L. filed a fire loss claim with Century National Insurance Company, Content  
20 Adjuster; Ryan Bakabak was assigned to work the claim.

21 71. On December 2, 2010, Respondent Alexander introduced himself as a public  
22 adjuster to Katrina L. Respondent Alexander said he would handle all aspects of the claim  
23 including dealing with the insurance company, setting up the pack out and restoration of all  
24 belongings, and coordinating the reconstruction. Respondent Alexander said he would make the  
25 claim process easier and guaranteed that he would get more money from the insurance company.  
26 On December 3, 2010, Katrina L. entered into a public adjuster's contract with Respondent  
27 Alexander. Katrina L. understood that Respondent Alexander would receive 10% of the claim for  
28 his services.

1           72.     After assessing the damage on December 2, 2010, Respondent Alexander said  
2 everything needed to be replaced including items that were not near the fire and items that were in  
3 the garage. Respondent Alexander recommended American Fire Recovery to do the pack out and  
4 content restoration.

5           73.     During the first two weeks after signing the contract, Respondent Alexander was  
6 responsive, returned calls, and appeared to be on top of the claim process. After the first two  
7 weeks, Respondent Alexander became non-responsive and did not return calls, which caused  
8 delays in the claim process.

9           74.     Century National Insurance did not receive an invoice from Respondent Alexander  
10 regarding American Fire Recovery billing until approximately 6 or 7 months after the fire.  
11 Katrina L. had to take a loan from a family member in the amount of \$35,000.00 in order to buy  
12 personal items and get the construction started because of Respondent Alexander's failure to  
13 communicate with Century National Insurance. Katrina L.'s first claims check was issued  
14 approximately 7 months after the fire.

15           75.     Respondent Alexander responded to Katrina L.'s calls only when she threatened to  
16 contact the insurance company adjuster for updates. Katrina L. received several letters that were  
17 forwarded from Century National addressed to Respondent Alexander stating that he had not been  
18 responding to their requests for information. On or about March 15, 2012, Century National  
19 Insurance sent Respondent Alexander a letter stating that they have not received documentation  
20 that they had previously requested on November 18, 2011, January 9, 2012, and February 24,  
21 2012. Without the documentation, Century National would have to deny any further payments  
22 related to the claim.

23           76.     American Fire Recovery was suing Katrina L. for \$20,000.00 from their work on  
24 her home. Katrina L. believed that the billing had been taken care of by Respondent Alexander.  
25 Respondent Alexander had not been responding to Katrina L.'s calls. Katrina L. had to hire  
26 Attorney Paige Hibbert because of Respondent Alexander's mishandling of her claim.

27           77.     Respondent Alexander's actions represent a violation of CIC Section 15027 (a)  
28

1 [failing to execute the contract with the consumer]; CIC Section 15039 (f) and (k) and CIC  
2 Section 1668 (b) [actions against the public interest]; (c) [acting in bad faith]; (d) [not of good  
3 business reputation]; (e) [lacking in integrity]; (I) [dishonest]; (j) [untrustworthy]; (l) [acting in  
4 violation of the insurance code]; CIC Section 15039 (g) [failing to render services].  
5

6 **VIOLATIONS OF CALIFORNIA LAW**

7 78. Respondent Alexander's actions represent a violation of CIC Section 15027 (a)  
8 [failing to execute the contract with the consumer]; CIC Section 15039 (f) and (k) and CIC  
9 Section 1668 (b) [actions against the public interest]; (c) [acting in bad faith]; (d) [not of good  
10 business reputation]; (e) [lacking in integrity]; (I) [dishonest]; (j) [untrustworthy]; (l) [acting in  
11 violation of the insurance code]; CIC Section 15039 (g) [failing to render services].  
12

13 **CAUSE FOR DISCIPLINE**

14 79. The facts and violations of California law alleged in Paragraph Numbers 1  
15 through 78. constitute grounds for the Insurance Commissioner to suspend or revoke the  
16 licensing rights of Respondent Alexander pursuant to Insurance Code Section 15039 and 1743.  
17

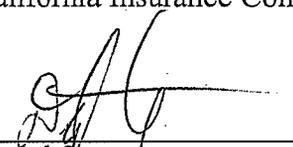
18 **PETITION FOR DISCIPLINE**

19 The Department prays for issuance of an Order that:

- 20 1. Revokes the licensing rights of Respondent.

21 Dated: September 27, 2013

Dave Jones  
California Insurance Commissioner

22  
23   
24 Darrel Secrest  
25 Attorney  
26  
27  
28