BEFORE THE DEPARTMENT OF INSURANCE
STATE OF NEBRASKA

STATE OF NEBRASKA DEPARTMENT OF INSURANCE, PETITIONER, VS. Premier Claims (NAIC Producer #18527733), RESPONDENT.	))))))))))	CONSENT ORDER CAUSE NO. A-2215

In order to resolve this matter, the Nebraska Department of Insurance ("Petitioner"), by and through its attorney, Michael W. Anderson, and Premier Claims ("Respondent"), mutually stipulate and agree as follows:

JURISDICTION

1. Petitioner has jurisdiction over the subject matter and Respondent pursuant to Neb. Rev. Stat. §§ 44.101.01, and 44-4047 to 44-4067.

2. Respondent has been licensed as a non-resident insurance producer under the laws of Nebraska at all times material hereto.

STIPULATIONS OF FACT

1. Petitioner initiated this administrative proceeding by filing a Petition captioned State of Nebraska Department of Insurance vs. Premier Claims (NAIC National Producer # 18527733), Cause Number A-2215 on June 30, 2020. A copy of the Petition was sent to the Respondent at his registered address by certified mail, return receipt requested, and by regular U.S. mail. Respondent acknowledges receiving proper Notice of these proceedings.

2. Respondent is alleged to have violated Neb. Rev. Stat. §§ 44-9211(1) (b), 44-9211 (1) (h), 44-9214 (1) (b), 44-9214 (1) (j), 44-9214 (4), and 44-9214 (6), as follows:

a. At all times relevant to this petition, Tammy Gruber, the complainant who initially voiced concern to Petitioner's Office, held a policy through Battle Creek Insurance Company; such policy was a homeowner's policy, number HONE-2359.

b. On May 9, 2016, the complainant's home suffered damage due to hail and wind, from which the complainant made a claim on her policy, claim number 0000176168.

c. During the pendency of this claim, the complainant contracted with Paul Lenhoff of Home Solutions for the repair work to be done on complainant's home.

d. Paul Lenhoff supplied complainant a document from the Respondent entitles "Public Adjuster Contract-Base", which the complainant signed on August 10, 2018. An agent for the Respondent signed this agreement on August 22, 2018. Under this contact, the Respondent was entitled to 20% of any additional payments they helped the Complainant to receive.

e. Complainant was never furnished a copy of this contact from Premier claims, copy, duplicate, or otherwise, and never met with any agent of Respondent's business either in person or on the phone at any time relevant hereto.

f. This document did not include the phone number for Premier Claims, did not include an appropriate attestation statement as required by statute, and contained a disallowed provision under which Respondent was allowed to collect the entire fee from a single check from the insurance company, rather than as a percentage of each check issued by the insurer.

g. Prior to Respondent becoming involved with the claim, Battle Creek Insurance Company had already paid to the Complainant an actual cash value payment of $21,049.30 on May 23, 2016 and a replacement cost value payment of $4,800.34 on July 10, 2018.

h. In November of 2018, the Complainant received supplemental payments from Battle Creek of $19,063.69, which were sent to Respondent for the collection of their fee, after which the remainder would be sent to the Complainant. Out of this payment, the Respondent took $8,982.67, which amounted to 47.12% of the $19,063.69 payments.

i. Respondent's documents show that the fee deducted was calculated to include the payments of $25,849.64 made to Complainant before Respondent even became involved in the claim.

3. Respondent admits the allegations in Paragraph 2

4. Respondent did, on or about April 15, 2019, reimburse the complainant $5,169.93 so that the fees were proper in accordance with the contract and sent the complainant an explanation of the same.

5. Respondent was informed of his right to a public hearing. Respondent waives that right and enters into this Consent Order freely and voluntarily. Respondent understands and acknowledges that by waiving his right to a public hearing, Respondent also waives his right to confrontation of witnesses, production of evidence, and judicial review.

CONCLUSIONS OF LAW

Respondent's conduct as alleged above constitutes violations of Neb. Rev. Stat. Neb. Rev. Stat. §§ 44-9211(1) (b), 44-9211 (1) (h), 44-9214 (1) (b), 44-9214 (1) (j), 44-9214 (4), and 44-9214 (6), and Respondent is subject to disciplinary action pursuant to Neb. Rev. Stat. §44-9211.

CONSENT ORDER

It is therefore Ordered by the Director of Insurance and agreed by Respondent that:

1. Respondent agrees to pay an administrative fine of $3,000.
2. The Nebraska Department of Insurance shall retain jurisdiction of this matter for the purpose of enabling Respondent or the Department of Insurance to make application for

such further orders as may be necessary should Respondent fail to pay the aforementioned penalty.

In witness of their intention to be bound by this Consent Order, each party has executed this document by subscribing their signatures below.

Michael W. Anderson, #25671
Attorney for Petitioner
1135 M Street, Suite 300
Lincoln NE 68501
(402) 471-2201
9/3/2020
Date

Kyle Maring
President of Premier Claims
Respondent

8/11/2020
Date

State of Nebraska)
) ss.
County of Douglas)

On this 11 day of August, 2020, Kyle Maring personally appeared before me and read this Consent Order, executed the same, and acknowledged the same to be his voluntary act and deed.

GENERAL NOTARY - State of Nebraska
STEPHANIE A SANDERS
My Comm. Exp. January 29, 2022

Notary Public

CERTIFICATE OF ADOPTION

I hereby certify that the foregoing Consent Order is adopted as the Final Order of the Nebraska Department of Insurance in the matter of State of Nebraska Department of Insurance vs. Premier Claims (NAIC National Producer #18527733), Cause No. A-2215.

STATE OF NERBRASKA
DEPARTMENT OF INSURANCE

Bruce R. Ramge
Bruce R. Ramge
9-1-2020

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Consent Order was served upon Respondent by mailing a copy to his home address at 120 Regency Parkway, Suite 115, Omaha, Nebraska, 68114, by certified mail, return receipt requested, and by regular U.S. mail, on this 3rd day of September, 2020.

Shirley Stone