

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,)
and suspend and/or revoke the public adjuster)
licenses of, Pristine Adjusters Inc., Reference)
No. 1556586, and Vincent A. Thomas,)
Reference No. 1362997)
_____)

FINAL ORDER

TO:

Pristine Adjusters Inc.
305 Harding Court
Jackson, New Jersey 08527

Vincent A. Thomas
305 Harding Court
Jackson, New Jersey 08527

Vincent A. Thomas
1150 Quaye Lake Circle, Unit 103
West Palm Beach, Florida 33411

THIS MATTER, having been opened by the Commissioner (“Commissioner”) of the New Jersey Department of Banking and Insurance (“Department”), State of New Jersey, upon issuance of Order to Show Cause E19-09 (the “OTSC”) alleging that Pristine Adjusters Inc. (“Pristine”) and Vincent A. Thomas (“Thomas”) (collectively, “Respondents”), may have violated various provisions of the insurance laws of the State of New Jersey; and

WHEREAS, Pristine was formerly licensed as a public adjuster in the State of New Jersey, pursuant to N.J.S.A. 17:22B-5, until March 8, 2017, when its license was cancelled due to termination of the bond required by N.J.S.A. 17:22B-12; and

WHEREAS, Thomas was formerly licensed as a public adjuster in the State of New Jersey, pursuant to N.J.S.A. 17:22B-5, until October 31, 2018, when his license expired; and

WHEREAS, at all relevant times, Thomas was the owner and president of Pristine and therefore individually responsible for all insurance related conduct of Pristine under N.J.A.C. 11:1-12.2(a); and

WHEREAS, Respondents are subject to the provisions of 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-13(c), no individual, firm, association or corporation licensed under the Public Adjusters' Act shall have any right to compensation from any insured for or on account of services rendered to an insured as a public adjuster unless the right to compensation is based upon a written memorandum, signed by the party to be charged and by the adjuster, and specifying or clearly defining the services to be rendered and the amount or extent of the compensation on a form and with such language as the Commissioner may prescribe; and

WHEREAS, pursuant to N.J.S.A. 17:22B-13(f), no licensed 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. 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)(1), the Commissioner may suspend or

revoke any adjuster's license if, after notice and opportunity for a hearing, the Commissioner determines that 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; and

WHEREAS, pursuant to N.J.S.A. 17:22B-14(a)(3), the Commissioner may suspend or revoke any adjuster's license if, after notice and opportunity for a hearing, the Commissioner determines that the licensee has committed a fraudulent or dishonest act; and

WHEREAS, pursuant to N.J.S.A. 17:22B-14a(4), the Commissioner may suspend or revoke any adjuster's license if, after notice and opportunity for a hearing, the Commissioner determines that the licensee has demonstrated incompetency, lack of integrity, bad faith, dishonesty, financial irresponsibility or untrustworthiness to act as an adjuster; 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(b), 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 the services rendered or to be rendered and 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)(iii), the written memorandum or contract between a licensed public adjuster and an insured shall contain the time and date of

execution of the contract (day, month, year) by each party; and

WHEREAS, pursuant to N.J.A.C. 11:1-37.14(a), Commissioner may suspend or revoke 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 person has, among other things: (1) Violated any provision of this State's insurance laws, including any rules promulgated thereunder; (2) Violated any law in the course of acting as a public adjuster; (3) Committed a fraudulent or dishonest act; (4) Demonstrated the licensee's lack of integrity, incompetency, bad faith, dishonesty, financial irresponsibility, or untrustworthiness to act as a public adjuster; (9) Misappropriated, converted or illegally withheld, money which was received in the conduct of business that belonged to insurers, clients or others; or (11) Failed to appear in response to any subpoena issued by the Commissioner or her authorized designee; failed to produce any documents or other material requested in a subpoena; or refused or failed to cooperate with an investigation by the Commissioner of the activities of the person or any other licensee; and

WHEREAS, pursuant to N.J.S.A. 17:22B-17 and N.J.A.C. 11:1-37.14(b), any person who violates any provision of the Public Adjusters' Act or the regulations promulgated thereunder shall, in addition to any other penalties provided by law, be liable for a civil penalty of not more than \$2,500 for a first offense and not more than \$5,000 for the second and each subsequent offense. Each transaction or statutory violation shall constitute a separate offense and the Commissioner may order restitution and payment of costs; and

WHEREAS, on January 2, 2019, the Commissioner issued the OTSC, alleging that

Respondents violated New Jersey insurance laws as set forth in the following:

FACTUAL ALLEGATIONS

CONSUMER A.D.

IT APPEARING, that on March 14, 2017, Respondents entered into a public adjuster contract with consumer A.D. to assist A.D. in the adjustment of an insurance claim arising from a broken pipe; and

IT FURTHER APPEARING, that the contract between Respondents and A.D. failed to identify the time of day the contract was signed; and

IT FURTHER APPEARING, that on April 24, 2017, A.D.'s insurance company, New Jersey Manufacturers Insurance Company ("NJM"), issued a \$62,351.93 check for the broken pipe claim to A.D., his wife, PNC Bank and Pristine; and

IT FURTHER APPEARING, that on or about May 17, 2017, Respondents deposited the \$62,351.93 check into their account at Chase Bank; and

IT FURTHER APPEARING, that on or about May 20, 2017, Respondents issued a check to A.D. and his wife for \$53,047.00, representing the amount paid by NJM minus Respondents' fee of \$9,304.93; and

IT FURTHER APPEARING, that the check issued by Respondents was not issued from an escrow or trust account; and

IT FURTHER APPEARING, that A.D. attempted to deposit the check from Respondents into his account on May 24, 2017, but it was returned for insufficient funds; and

IT FURTHER APPEARING, that to date, Respondents have failed to remit to A.D. the \$53,047.00 he is owed; and

CONSUMER R.Z.

IT FURTHER APPEARING, that on September 16, 2016, Respondents entered into a public adjuster contract with consumer R.Z. to assist R.Z. in the adjustment of an insurance claim arising from a broken pipe; and

IT FURTHER APPEARING, that the contract between Respondents and R.Z. failed to identify the time of day the contract was signed; and

IT FURTHER APPEARING, R.Z.'s insurance company, NJM, issued checks of \$3,447.50 on November 16, 2016 and of \$8,507.12 on November 18, 2016 for the broken pipe for a total claim payment of \$11,954.62; and

IT FURTHER APPEARING, that the contract between R.Z. and Respondents provides for a fee to Respondents of 10% of the total insurance settlement proceeds; and

IT FURTHER APPEARING, that 10% of the \$11,954.62 total insurance settlement proceeds paid to R.Z. is \$1,195.46, which is the amount agreed upon in the contract between R.Z. and Respondents, but Respondents retained the entire \$3,447.50 paid by NJM in the November 14, 2016 check, and have failed to remit to R.Z. the \$2,252.04 he is owed (i.e., the difference between what Respondents retained, \$3,447.50, and what they were due, \$1,195.46); and

CONSUMER A.V.

IT FURTHER APPEARING, that on April 5, 2016, Respondents entered into a public adjuster contract with consumer A.V. and his company P.C.D.A. to assist A.V. and his company P.C.D.A. in the adjustment of an insurance claim arising from water damage; and

IT FURTHER APPEARING, that on April 25, 2016, P.C.D.A.'s insurance company, State Farm Fire and Casualty Company ("State Farm"), issued a \$39,214.81 check for the water damage claim to Pristine and P.C.D.A., among other checks issued on other dates; and

IT FURTHER APPEARING, that Respondents deposited the \$39,214.81 check into their bank account; and

IT FURTHER APPEARING, that Respondents retained the entire \$39,214.81; and

IT FURTHER APPEARING, that the contract between A.V. and Respondents provides for a fee to Respondents of 10% of

the total insurance settlement proceeds; and

IT FURTHER APPEARING, that Respondents did properly pay A.V. 90% of the insurance settlement proceeds except for the \$39,214.81 check, of which Respondents kept all the funds; and

IT FURTHER APPEARING, that 10% of the \$39,214.81 check is \$3,921.48, which is the amount agreed upon in the contract between A.V. and Respondents, but Respondents retained the entire \$39,214.81 paid by State Farm, and have failed to remit to A.V. the \$35,293.33 he is owed; and

CONSUMER C.R.

IT FURTHER APPEARING, that on October 21, 2016, Respondents entered into a public adjuster contract with consumer C.R. to assist C.R. in the adjustment of an insurance claim arising from a broken pipe; and

IT FURTHER APPEARING, that the contract between Respondents and C.R. failed to identify the time of day the contract was signed; and

IT FURTHER APPEARING, that on February 17, 2017, C.R.'s insurance company, Occidental Fire & Casualty ("Occidental"), issued a \$10,000.00 check for the broken pipe claim to Pristine, C.R., and CMC Funding Insurance Center ISAOA/ATIMA; and

IT FURTHER APPEARING, that Respondents' agreement with C.R. was for a 10% fee, which amounts to \$1,000.00; and

IT FURTHER APPEARING, that Respondents agreed to waive their fee because C.R. used a contractor Respondents had recommended to C.R.; and

IT FURTHER APPEARING, that Respondents offered to C.R. that they deposit the \$10,000.00 check into their escrow account, and then send him a new check for the full \$10,000.00; and

IT FURTHER APPEARING, that C.R. did turn over the fully-endorsed check to Respondents; and

IT FURTHER APPEARING, that on or about May 2, 2017, Respondents issued to C.R. a new check in the amount of \$10,000.00, which was drawn on Respondents' business account, not an escrow or trust account, and which was returned by C.R.'s bank for insufficient funds; and

IT FURTHER APPEARING, that Respondents never paid any of the \$10,000.00 in funds to C.R., the entire amount of which remains due to C.R.; and

RESPONDENTS' FAILURE TO RESPOND TO THE DEPARTMENT

IT FURTHER APPEARING, that on October 5, 2017, the Department sent a letter to Respondents by regular and certified mail requesting a response to some of the allegations described in [the OTSC]; and

IT FURTHER APPEARING, that the regular mail was not returned and United State[s] Postal Service tracking shows that the certified mail was delivered; and

IT FURTHER APPEARING, that Respondents never responded to the Department's letter; and

COUNT 1

IT FURTHER APPEARING, that Respondents failed to remit insurance claim proceeds, specifically the following: (1) \$53,047.00 to consumer A.D.; (2) \$2,252.04 to consumer R.Z.; (3) \$35,293.33 to consumer A.V.; and (4) \$10,000.00 to consumer C.R., in violation of N.J.S.A. 17:22B-14a(1), (3) and (4), N.J.S.A. 17:22B-13f; N.J.A.C. 11:1-37.11(a) and (b), and N.J.A.C. 11:1-37.14(a)(1), (2), (3), (4), and (9); and

COUNT 2

IT FURTHER APPEARING, that Respondents issued claim settlement checks to consumers A.D. and C.R. which were not honored by Respondents' financial institution, in violation of N.J.S.A. 17:22B-14a(1), (3) and (4), N.J.S.A. 17:22B-13f; N.J.A.C. 11:1-37.11(a) and (b), and N.J.A.C. 11:1-37.14(a)(1), (2), (3), (4), and (9); and

COUNT 3

IT FURTHER APPEARING, that Respondents issued claim settlement checks to consumers A.D. and C.R. from a regular business bank account, and thus Respondents failed to hold A.D. and C.R.'s funds in an escrow or trust account, in violation of N.J.S.A. 17:22B-14a(1), (3) and (4), N.J.S.A. 17:22B-13f; 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

COUNT 4

IT FURTHER APPEARING, that Respondents' contracts with A.D., R.Z., and C.R. did not list the time of day each contract was signed, in violation of N.J.S.A. 17:22B-14a(1) and (4), N.J.S.A. 17:22B-13c; and N.J.A.C. 11:1-37.14(a)(1), (2), and (4); and

COUNT 5

IT FURTHER APPEARING, that Respondents failed to respond to the Department's inquiry concerning some of the allegations in [the OTSC], in violation of N.J.S.A. 17:22B-14a(1), and N.J.A.C., 11:1-37.14(a)(1), (2), (4), and (11); and

IT FURTHER APPEARING that Respondents were given notice of the aforesaid charges and an opportunity to contest the charges at a hearing pursuant to the OTSC; and

IT FURTHER APPEARING that as set forth in the Certification of Nicholas Kant, attached as Exhibit A, service of the Order to Show Cause was effected by first-class US mail upon Thomas at his new address in Florida, specifically 1150 Quaye Lake Circle, Unit 103, West Palm Beach, Florida 33411. Service in compliance with N.J.S.A. 11:17D-2.1(a)(3) was also effected upon on the last known business address of Respondents on file with the Department, specifically Respondents' New Jersey address, 305 Harding Court, Jackson, New Jersey 08527; and

IT FURTHER APPEARING that A.D. has already received partial restitution in the

amount of \$10,000 from Respondents, and \$15,925.00 from Hartford Fire Insurance Company (which issued a bond to Pristine), leaving \$27,122.00 remaining; and

IT FURTHER APPEARING that none of the other consumers affected by Respondents have received any restitution; and

NOW, THEREFORE, IT IS on this 30th **day of** *October* **, 2019:**

ORDERED, that the charges contained in the OTSC are deemed admitted by Respondents due to their failure to respond to the charges, pursuant to N.J.A.C. 11:1-37.14(c) and N.J.A.C. 11:17D-2.1(b)(1); and

IT IS FURTHER ORDERED, that pursuant to N.J.S.A. 17:22B-14(a) and N.J.A.C. 11:1-37.14(a), the public adjuster's licenses of Respondents are **REVOKED** effective upon the execution of this Final Order; and

IT IS FURTHER ORDERED, that Respondents shall be responsible for the payment of \$42,500.00 in civil penalties for violations of the Public Adjusters' Act and regulations cited above as follows:

Respondents shall be responsible for the payment of civil penalties to the Department totaling \$17,500.00 for four violations of the Public Adjusters' Act as described in Count 1; and

Respondents shall be responsible for the payment of civil penalties to the Department totaling \$10,000.00 for two violations of the Public Adjusters' Act as described in Count 2; and

Respondents shall be responsible for the payment of civil penalties to the Department totaling \$5,000.00 for one violation of the Public Adjusters' Act as described in Count 3; and

Respondents shall be responsible for the payment of civil penalties to the Department totaling \$7,500.00 for the violations of the Public Adjusters' Act as described in Count 4; and

Respondents shall be responsible for the payment of civil penalties to the Department totaling \$2,500.00 for one violation of the Public Adjusters' Act as described in Count 5; and

IT IS FURTHER ORDERED, that pursuant to N.J.S.A. 17:22B-17, Respondents shall pay restitution directly to A.D. in the amount of \$27,122.00 for the violations of the Public Adjusters' Act described in Count 1, with proof of payment to be sent to the Department; and

IT IS FURTHER ORDERED, that pursuant to N.J.S.A. 17:22B-17, Respondents shall pay restitution directly to R.Z. in the amount of \$2,252.04 for the violations of the Public Adjusters' Act described in Count 1, with proof of payment to be sent to the Department; and

IT IS FURTHER ORDERED, that pursuant to N.J.S.A. 17:22B-17, Respondents shall pay restitution directly to A.V. in the amount of \$35,293.33 for the violations of the Public Adjusters' Act described in Count 1, with proof of payment to be sent to the Department; and

IT IS FURTHER ORDERED, that pursuant to N.J.S.A. 17:22B-17, Respondents shall pay restitution directly to C.R. in the amount of \$10,000.00 for the violations of the Public Adjusters' Act described in Count 1, with proof of payment to be sent to the Department; and

IT IS FURTHER ORDERED, that pursuant to N.J.S.A. 17:22B-17, Respondents shall reimburse the Department of Banking and Insurance, Division of Insurance Enforcement, for the costs associated with the investigation and prosecution of this matter, as evidenced by the Certification of Drew Gowen, totaling \$225.00. The Commissioner has reviewed the investigative costs application and finds the amount of time to be reasonable; and

IT IS FURTHER ORDERED, that Respondents shall pay the above penalties and costs totaling \$42,725.00 by remitting full payment to the Commissioner of Banking and Insurance, State of New Jersey, 20 West State Street, P.O. Box 329, Trenton, New Jersey 08625, Attention:

Virgil Downtin, Chief of Investigations by certified check, cashier's check or money order made payable to the "State of New Jersey, General Treasury," along with proof of payment of restitution directly to A.D., R.Z., A.V., and C.R. in the amount of \$74,667.37, within ten (10) days from the date of service of this Order; and

IT IS FURTHER ORDERED, that in the event full payment of the fines, restitution and costs 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 accordance with the Penalty Enforcement Law of 1999, N.J.S.A. 2A:58-10 to -12; and

IT IS FURTHER ORDERED, that the fines in this Final Order are imposed pursuant to the police powers of the State of New Jersey for the enforcement of the law and the protection of the public health, safety and welfare, and are not intended to constitute debts which may be limited or discharged in a bankruptcy proceeding; and

IT IS FURTHER ORDERED, that the provisions of this Final Order represent a final agency decision and constitute a final resolution of the allegations contained in the OTSC.



Marlene Caride
Commissioner

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,)
and suspend and/or revoke the public adjuster)
licenses of, Pristine Adjusters Inc., Reference)
No. 1556586, and Vincent A. Thomas,)
Reference No. 1362997)
_____)

**CERTIFICATION OF
NICHOLAS KANT**

I, Nicholas Kant, of full age, do of my own personal knowledge make the following statements by way of certification in lieu of affidavit pursuant to R. 1:4-4(b):

1. I am a Deputy Attorney General assigned as counsel for the Department of Banking and Insurance, State of New Jersey (“Department”), in the above-captioned matter. I make this certification in support of entry of the Final Order against Pristine Adjusters Inc. (“Pristine”) and Vincent A. Thomas (“Thomas”) (collectively, “Respondents”).

2. On January 2, 2019, the Commissioner of the Department (“Commissioner”) issued Order to Show Cause No. E19-09 against Respondents charging them with violations of the insurance laws of this State, pursuant to N.J.S.A. 17:22B-14(a) and N.J.A.C. 11:1-37.14(a).

3. Pursuant to N.J.A.C. 11:1-37.14(c) and N.J.A.C. 11:17D-2.1(a)(3), the Order to Show Cause “shall be served by personal delivery, or by certified mail to the alleged violator’s last known business or mailing address, according to the files maintained by the Department. Service in this manner shall be considered lawful service on the alleged violator.”

4. Pursuant to N.J.A.C. 11:17-2.8(f)(3), any legal process issued pursuant to the

statutory authority of the Commissioner including, but not limited to, subpoenas, orders and orders to show cause may be served by sending the documents to the business mailing or residence address of the licensee then on file with the Department; and

5. On or about January 9, 2019, our office mailed Order to Show Cause No. E19-09 to Respondents via certified mail, return receipt requested, and regular mail to their last known business addresses on file with the Department:

Pristine Adjusters Inc.
305 Harding Court
Jackson, New Jersey 08527

Vincent A. Thomas
305 Harding Court
Jackson, New Jersey 08527

6. The certified mail, return receipt requested, sent to Thomas and Pristine at the New Jersey address was returned marked “vacant.” The regular mail sent to Thomas and Pristine at the New Jersey address was returned marked “not deliverable as addressed.” (Copies of the returned envelopes are attached as Exhibit I.)

7. On or about January 9, 2019, our office also mailed Order to Show Cause No. E19-09 to Respondents via certified mail, return receipt requested, and regular mail to the new address for Thomas, based on a search of public records and other investigation, as follows:

Vincent A. Thomas
1150 Quaye Lake Circle, Unit 103
West Palm Beach, Florida 33411

8. Pristine is now defunct. As stated in Order to Show Cause No. E19-09, Thomas was the owner and president of Pristine.

9. Effective service of Order to Show Cause No. E19-09 upon Respondents was

obtained by the mailings to Thomas at 1150 Quaye Lake Circle, Unit 103, West Palm Beach, Florida 33411. The regular mail to that address was not returned, and the certified mail, return receipt requested, was returned as “unclaimed.” Service upon Thomas at that address is effective for both Respondents because Thomas was the owner and president of Pristine. (A copy of the returned mailing marked “unclaimed” is attached as Exhibit 2.)

10. Service of the Order to Show Cause was effected by actual service upon Thomas at his new address in Florida, as described above. Service was also effected upon on the last known business address of Respondents on file with the Department, specifically the New Jersey address, as described above, in compliance with N.J.S.A. 11:17D-2.1(a)(3).

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

/s/ Nicholas Kant
Nicholas Kant

Dated: October 28, 2019
Trenton, New Jersey

Exhibit 1

Nicholas Kant, DAG
Assistant Section Chief
Banking & Insurance Section

From
DEPARTMENT OF LAW AND PUBLIC SAFETY

Richard J. Hughes Justice Complex

DIVISION OF LAW PO BOX 117 TRENTON, NJ 08625

To:

Vincent A. Thomas



- ATTEMPTED NOT KNOWN
- INSUFFICIENT ADDRESS
- NO SUCH NUMBER
- NO MAIL RECEPTACLE
- TEMPORARILY AWAY
- MILWA - UNABLE TO FORWARD
- UNDELIVERABLE AS ADDRESSED
- REFUSED
- UNCLAIMED
- NO SUCH STREET
- DECEASED
- BOX CLOSED
- ILLEGIBLE
- VACANT

RETURN
TO SENDER

NOV 24 2 20 AM '88 7109/2511E
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
NOV 23 1988 2027053123-01605
http://www.usps.gov/

Nicholas Kant, DAG
Assistant Section Chief
Banking & Insurance Section

From
DEPARTMENT OF LAW AND PUBLIC SAFETY

Richard J. Hughes Justice Complex

DIVISION OF LAW PO BOX 117 TRENTON, NJ 08625

To:

Pristine Adjusters, Inc.
a/k/a Pristine Public Adjustment, Inc.

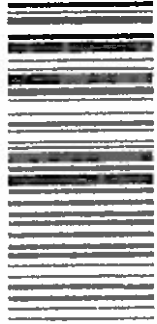


- ATTEMPTED NOT KNOWN REFUSED
 INSUFFICIENT ADDRESS UNCLAIMED
 NO SUCH NUMBER NO SUCH STREET
 NO MAIL RECEIPTABLE DECEASED
 TEMPORARILY AWAY BOX CLOSED
 MILWA - UNABLE TO FORWARD ILLEGIBLE
 UNDELIVERABLE AS ADDRESSED VACANT

RETURN
TO SENDER

Handwritten initials: STP

RECEIVED
MAY 12 1994
U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION



510 0000 9097 6999

Nicholas Kant, DAG
Assistant Section Chief
Banking & Insurance Section

From

DEPARTMENT OF LAW AND PUBLIC SAFETY

Richard J. Hughes Justice Complex

DIVISION OF LAW PO BOX 117 TRENTON, NJ 08625

To:

Pristine Adjusters, Inc.
a/k/a Pristine Public Adjustment, Inc.

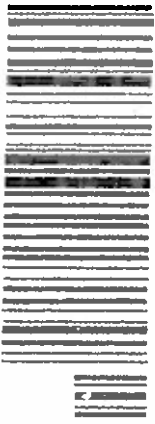


RETURN
TO SENDER

- ATTEMPTED NOT KNOWN
- INSUFFICIENT ADDRESS
- NO SUCH NUMBER
- NO MAIL RECEIPTABLE
- TEMPORARILY AWAY
- MLWA - UNABLE TO FORWARD
- UNDELIVERABLE AS ADDRESSED
- REFUSED
- UNCLAIMED
- NO SUCH STREET
- DECEASED
- BOX CLOSED
- ILLEGIBLE
- VACANT

URGENT

VAC



7014 0510 0000 9097 6982



Nicholas Kant, DAG
Assistant Section Chief
Banking & Insurance Section

From
DEPARTMENT OF LAW AND PUBLIC SAFETY

Richard J. Hughes Justice Complex

DIVISION OF LAW PO BOX 117 TRENTON, NJ 08625

To:

Vincent A. Thomas



- ATTEMPTED NOT KNOWN
- INSUFFICIENT ADDRESS
- NO SUCH NUMBER
- NO MAIL RECEIPT
- TEMPORARILY AWAY
- MLNA - UNABLE TO FORWARD
- UNDELIVERABLE AS ADDRESSED
- REFUSED
- UNCLAIMED
- NO SUCH STREET
- DECEASED
- BOX CLOSED
- VACANT

RETURN TO SENDER

-R-T-S- 00002228-1N 02/22/19

**RETURN TO SENDER
UNABLE TO FORWARD
RETURN TO SENDER**



Exhibit 2

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,)
and suspend and/or revoke the public adjuster)
licenses of, Pristine Adjusters Inc., Reference)
No. 1556586, and Vincent A. Thomas,)
Reference No. 1362997)
_____)

**CERTIFICATION OF
DREW GOWEN**

I, Drew Gowen, of full age, do of my own personal knowledge make the following statements by way of certification in lieu of affidavit pursuant to R. 1:4-4(b):

1. I am employed by the New Jersey Department of Banking and Insurance, Office of Consumer Protection Services ("Department") and hold the title of Investigator

2. This certification is submitted in support of the Department's application for reimbursement of its costs of investigation and prosecution, in accordance with N.J.S.A. 17:22B-17.

3. On January 16, 2018 I was assigned the responsibility for conducting an investigation to determine whether Pristine Adjusters Inc. ("Pristine") and Vincent A. Thomas ("Thomas") (collectively, "Respondents") may have violated various provisions of the insurance laws of the State of New Jersey, which investigation contributed to the issuance of Order to Show Cause E19-09.

4. To determine the amount of time that Department investigators spent in the investigation and prosecution of this matter, I reviewed the Department's files relative to this

matter, including investigator time records. Based on this review I have prepared the schedule of costs attached hereto as Exhibit 1.

5. As this schedule reflects, Department investigators spent at least 4.5 hours investigating and prosecuting this matter.

6. Pursuant to N.J.A.C. 11:1-32.4(b)(20), costs to the Department are reimbursable at the rate of \$50.00 per hour, rounded to the nearest quarter hour.

7. I therefore request that the Department's costs of investigation and prosecution be reimbursed in the amount of \$ 225.00.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false I am subject to punishment.


Drew Gowen

Dated: 8-14-19



State of New Jersey
 DEPARTMENT OF BANKING AND INSURANCE
 DIVISION OF INSURANCE
 CONSUMER PROTECTION SERVICES
 ENFORCEMENT UNIT
 PO Box 329
 TRENTON, NJ 08625-0329

PHIL MURPHY
Governor

SHEILA OLIVER
Lt. Governor

MARLENE CARIDE
Commissioner

TEL (609) 292-5316
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Exhibit 1

**RECORD OF TIME EXPENDED ON
 INVESTIGATION AND/OR PROSECUTION**

Re: Pristine Adjusters Inc., Vincent Thomas
 Department File No.: 300022
 Investigator: Drew A. Gowen

Date	Time in Hours	Phone	Case Prep	Comments
January 16, 2018	1		X	Received transfer file and reviewed pertinent documents related to the investigation
January 17, 2018	.45	X		Contacted Pennsylvania, South Carolina and Virginia insurance departments
January 18, 2018	.15	X		Spoke to J.V. regarding his complaint.
January 22, 2018	.30		X	Investigative Report completed and submitted
January 23, 2018	.25	X		Phone call attempts to contact Respondent. Additional conversation with neighbor of Thomas.
January 31, 2018	.10		X	F&E edits made and resubmitted
March 1, 2018	.10	X		Spoke to R.Z. regarding his complaint.
March 1, 2018	1		X	Prepared F&E

March 2, 2018	.10	X		Contacted Seterus for information on R.Z.'s loan
March 6, 2018	.10	X		Contacted Florida Office of Insurance Regulation
March 6, 2018	.15		X	Revision of F&E
July 18, 2018	.10	X		Spoke to Det. Laird of Sussex County
December 27, 2018	.20			Letter drafted and sent to Hartford and Merchants regarding denials made on Pristine bonds.
January 9, 2019	.30	X		Phone conversation with manager McDougal and Hartford regarding Department's position
January 18, 2019	.10	X		Received call from Merchants regarding the bond with Manager McDougal.
June 6, 2019	.10	X		Received phone call from Sussex County AP Rochelle Jones.
TOTAL:	4.5			
Hours @ \$50 x 4.4 hrs	\$225.00			