

FILED

MAR 02 2022

Docketed By: *[Signature]*



CHIEF FINANCIAL OFFICER
JIMMY PATRONIS
STATE OF FLORIDA

DEPARTMENT OF FINANCIAL SERVICES,
DIVISION OF INSURANCE AGENT &
AGENCY SERVICES,

CASE NO.: 266618-20-AG

Petitioner,

v.

SCOTT DAVID THOMAS,

Respondent.

ADMINISTRATIVE COMPLAINT

Scott David Thomas
1025 Briar Ridge Road
Weston, Florida 33327

Scott David Thomas ("Respondent"), license #E138926 is hereby notified that the Chief Financial Officer of the State of Florida has caused to be made an investigation of his activities while licensed in this state as an all-lines public adjuster (3-20), as a result it is alleged:

GENERAL ALLEGATIONS

1. Pursuant to chapter 626, Florida Statutes, Respondent is currently licensed in this state as an all-lines public adjuster (3-20).
2. At all times pertinent to the dates and occurrences referred to herein, Respondent was licensed in this state as an all-lines public adjuster (3-20).
3. Pursuant to chapter 626, Florida Statutes, the Florida Department of Financial Services ("Department") has jurisdiction over Respondent's license as an all-lines public adjuster (3-20).

4. At all times pertinent to the dates and occurrences referred to herein, Chapter 626, Florida Statutes, governs insurance field representatives and operations. Chapter 626, Florida Statutes, is devoid of any rule or statute that permits a public adjuster from imposing conditions on an insurance carrier in order for the carrier to inspect the loss of its insureds.

5. At all times pertinent to the dates and occurrences referred to herein, the adjuster "Code of Ethics" was located in Rule 69B-220.201(3), *Florida Administrative Code*.

6. At all times relevant to the dates and occurrences referred to herein, Respondent was president of Indemnity Public Adjusters Inc. ("IPA"), as registered with the Department of State, Division of Corporations.

7. At all times relevant to the dates and occurrences referred to herein, IPA's address for its principal place of business, as registered with the Department of State, Division of Corporations, was 13575 58th Street North, Suite 339, Clearwater, Florida 33760.

8. At all times relevant to the dates and occurrences referred to herein, IPA's mailing address, as registered with the Department of State, Division of Corporations, was 13575 58th Street North, Suite 339, Clearwater, Florida 33760.

9. At all times relevant to the dates and occurrences referred to herein, Respondent's address in his capacity as president of IPA, as registered with the Department of State, Division of Corporations, was 13575 58th Street North, Suite 339, Clearwater, Florida 33760.

10. At all times relevant to the dates and occurrences referred to herein, Citizens Property Insurance Corporation's ("Citizens") regular business hours were Monday through Friday from 8:00 A.M. to 5:00 P.M.

COUNT I

11. The above general allegations are hereby re-alleged and fully incorporated herein by reference.

12. On or about September 10, 2017, consumer V.L.'s property, located at 735 NW 200th Terrace, Miami, Florida 33619, reportedly sustained damage from Hurricane Irma.

13. On or about May 7, 2019, consumer V.L. and IPA executed a contract in which IPA was retained to serve as consumer V.L.'s public adjuster in a claim with her insurer, Citizens.

14. On or about May 8, 2019, IPA filed a letter of representation with Citizens on behalf of consumer V.L. The claim was assigned claim number 001-00-208796.

15. On June 4, 2019, Citizens adjuster Liron "Nicole" Stav sent Respondent a letter requesting to inspect Consumer V.L.'s property. Citizens was unable to access consumer V.L.'s roof during a previous inspection on June 1, 2019.

16. On June 13, 2019, Respondent replied via email to Ms. Stav's letter dated June 4, 2019. Respondent's email disparaged Ms. Stav and did not entertain her request for an inspection of consumer V.L.'s property.

17. On June 21, 2019, Citizens adjuster Jason Bamburg emailed Asma Qureshi, a public adjuster with IPA, and Respondent to schedule an inspection of consumer V.L.'s home.

18. On June 21, 2019, Respondent replied to Mr. Bamburg's email and requested the names of all parties that will attend the inspection, asked Mr. Bamburg to identify and put into writing the areas of the home that will be inspected along with an explanation of the "necessity of inspecting those areas as it relates to the reported claim for damages," requested a copy of criminal background checks performed on Citizens' experts ("experts"), requested that Citizens provide a copy of their experts' Department-issued license numbers, requested a copy of the experts'

curricula vitae (“CV”), requested a copy of the experts’ liability and errors and omissions insurance, requested proof of the experts’ worker’s compensation insurance, and also requested that Mr. Bamburg “disclose not only the name of the engineering firm but also any conflicts your expert might have with regards to any other open claim files, consulting or appraisal work with the insurance carrier.”

19. On June 29, 2019, Citizens sent Mr. Bamburg, Special Investigations Unit (“SIU”) investigator Bradley Snyder, and engineer Mehdi Ashraf of Ashraf Consulting Engineers, Inc., to review the damage to consumer V.L.’s property, including the roof, which was reportedly damaged by Hurricane Irma. Mr. Ashraf also brought a roofing assistant to assist with the inspection.

20. Respondent denied Mr. Ashraf and his assistant access to consumer V.L.’s roof until Mr. Ashraf and his assistant either produced proof of liability insurance or Citizens accepted liability for any and all damages to the property that they might cause. Thus, Mr. Ashraf was not able to inspect the reported damage to consumer V.L.’s roof.

21. Respondent does not have the authority under the Florida Insurance Code to require an insurance carrier to produce proof of liability insurance or to require the insurance carrier to accept liability for any and all damages that its employees or contractors may cause as a prerequisite to allowing the insurance carrier to conduct an inspection of its insured’s property.

22. On June 29, 2019, Mr. Snyder and Mr. Bamburg inspected consumer V.L.’s reported loss. At the inspection Respondent refused to answer questions or discuss the reported interior damages with Mr. Snyder and Mr. Bamburg. Respondent instructed Mr. Snyder and Mr. Bamburg to put all questions in writing to consumer V.L.’s attorney.

23. On July 11, 2019, Ms. Stav sent Respondent and Ms. Qureshi an email to reschedule the June 29, 2019 inspection. In her email, Ms. Stav stated in part: “Thank you for your

assistance at the site inspection on 06/29/2019. As you know we were unable to complete the roof inspection due to the weather.”

24. On July 17, 2019, Respondent responded to Ms. Stav’s July 11, 2019 email. In his response to Ms. Stav’s email, Respondent made it clear that the roof inspection was not completed due to the weather. Respondent did not allow Citizens’ experts to perform an inspection of consumer V.L.’s roof because the experts could not furnish proof of worker’s compensation insurance or general liability insurance. In his email, Respondent stated in part:

Moving forward, Nicole I am confused because if I recall by way of the video recording taken during our inspection on 29 June 2019 the reason we could not complete the roof inspection of my clients home is that your experts could not provide proof of workman’s comp insurance or General Liability insurance...

Moving forward, Nicole as we never got an answer from you at the loss location would you be so kind to inform me if you are a 1099 or an employee of Lozano insurance? The reason I ask is you never did advise to whom your GL or workman’s comp is through? Just so incase something happens, please make sure to forward to my office a copy of your proof of insurance.

25. On January 6, 2020, Ms. Stav sent a letter to consumer V.L.’s attorney denying coverage for claim 001-00-208796.

IT IS THEREFORE CHARGED that Respondent has violated one or more of the following provisions of the Florida Statutes, which constitutes grounds for discipline in this state:

(a) Section 626.854(14), Florida Statutes, which provides that a public adjuster must ensure that prompt notice is given of the claim to the insurer, the public adjuster’s contract is provided to the insurer, the property is available for inspection of the loss or damage by the insurer, and the insurer is given an opportunity to interview the insured directly about the loss and claim.

The insurer must be allowed to obtain necessary information to investigate and respond to the claim.

(b) Section 626.854(14)(b), Florida Statutes, which provides that a public adjuster may not restrict or prevent an insurer, company employee adjuster, independent adjuster, attorney, investigator, or other person acting on behalf of the insurer from having reasonable access at reasonable times to any insured or claimant or to the insured property that is the subject of a claim.

(c) Section 626.854(14)(c), Florida Statutes, which provides that a public adjuster may not or fail to reasonably act in any manner that obstructs or prevents an insurer or insurer's adjuster from timely conducting an inspection of any part of the insured property for which there is a claim for loss or damage. The public adjuster representing the insureds may be present for the insurer's inspection, but if the unavailability of the public adjuster otherwise delays the insurer's timely inspection of the property, the public adjuster or the insureds must allow the insurer to have access to the property without the participation or presence of the public adjuster or insureds in order to facilitate the insurer's prompt inspection of the loss or damage.

(d) Section 626.621(2), Florida Statutes, which provides that the department may, in its discretion, deny an application for, suspend, revoke, or refuse to renew or continue the license or appointment of any applicant, agent, adjuster, customer representative, service representative, or managing general agent, and it may suspend or revoke the eligibility to hold a license or appointment of any such person, if it finds that as to the applicant, licensee, or appointee acted in violation of any provision of this code or of any other law applicable to the business of insurance in the course of dealing under the license or appointment.

(e) Section 626.611(1)(g), Florida Statutes, which provides that the department shall deny an application for, suspend, revoke, or refuse to renew or continue the license or appointment

of any applicant, agent, title agency, adjuster, customer representative, service representative, or managing general agent, and it shall suspend or revoke the eligibility to hold a license or appointment of any such person, if it finds that as to the applicant, licensee, or appointee demonstrated lack of fitness or trustworthiness to engage in the business of insurance.

(f) Rule 69B-220.201(3)(f), *Florida Administrative Code*, which provides that an adjuster, upon undertaking the handling of a claim, shall act with dispatch and due diligence in achieving a proper disposition of the claim.

(g) Section 626.8698(6), Florida Statutes, which provides that the department may deny, suspend, or revoke the license of a public adjuster or public adjuster apprentice, and administer a fine not to exceed \$5,000 for violating any ethical rule of the Department.

COUNT II

26. The above general allegations are hereby re-alleged and fully incorporated herein by reference.

27. On or about April 12, 2019, consumers K.S. and G.S.'s (collectively referred to hereinafter as "consumer K.S.") property, located at 600 NE 58th Street, Oakland Park, Florida 33334, reportedly sustained water damage.

28. On or about April 12, 2019, consumer K.S. and IPA entered into a contract in which IPA was retained to serve as consumer K.S.'s public adjuster in a claim with their insurer, Citizens.

29. Consumer K.S.'s water damage claim was assigned claim number 001-00-207685.

30. On April 24, 2019, Respondent sent an email to Citizens adjuster Franklin Green with the subject heading: "001-00-207685/ [Consumer K.S.] / hostile and sexist behavior/ Just because Asma is a female doesnt give you or anyone the right to talk down to her or treat her like a second class citizen / Saturday April 27th 2019 at 4pm." In the email, Respondent states that he

has removed IPA public adjuster Asma Qureshi from the file and will be handling it himself. However, Respondent did not elaborate on Mr. Green's alleged behavior. Respondent also stated that his client would like to have the inspection conducted on Saturday, April 27, 2019 at 4:00 P.M.

31. On April 25, 2019, Mr. Green emailed Respondent and advised that an inspection on Saturday, April 27, 2019 at 4:00 P.M. does not work for him. In his email to Respondent, Mr. Green made reference to dates that he had previously provided to IPA and also gave Respondent additional dates and times that would allow Mr. Green to conduct an inspection of consumer K.S.'s property including:

04/30/2019 @ 9:00 am
05/01/2019 @ 2:00 pm
05/10/2019 @ 12:00 pm
05/11/2019 @ 11:00 am

32. On April 25, 2019, Respondent sent an email to Mr. Green with the subject heading: "001-00-207685/ [Consumer K.S.] / Please ask that a member of your management team contact me directly." In the email to Mr. Green, Respondent stated:

Good afternoon Franklin,

I am disappointed that you are refusing to inspect the loss location on 27 April 2019 as this is the best date and time for my client.

Please ask that a member of your management team contact me directly via email so we can discuss requesting another adjuster to take over and would be willing to meet with me on 27 April 2019 at 16:00 pm.

Best!

Scott David Thomas

33. On April 26, 2019, Citizens claims manager Eric Schultz emailed Respondent and advised him to work with Mr. Green to set an appointment time that works for Respondent, consumer K.S., and Mr. Green.

34. On April 29, 2019, Mr. Green emailed Respondent and stated, "Please review the 7 inspections dates that I provided to you and confirm a date or provide additional dates that the insured and you are available. Thank you."

35. On May 3, 2019, Mr. Green called Respondent to schedule an inspection of consumer K.S.'s property. Respondent informed Mr. Green that Citizens could only inspect the property on Saturdays at 4:00 P.M. and ended the call.

36. On May 3, 2019, Mr. Green emailed Respondent and noted that he had provided seven available dates for the inspection but did not receive a response from Respondent. Mr. Green asked Respondent to please provide available dates other than Saturdays at 4:00 P.M.

37. On May 13, 2019, Respondent emailed Mr. Schultz and Mr. Green. Within the email Respondent disparaged both Mr. Schultz and Mr. Green, demanded Mr. Green's removal from the file, and accused Citizens of handling his clients' claim in bad faith. Respondent noted in the email, "I mean the fact that three separate letters were sent to my client on 3 May 2019 (only two of which that could be read) is just an example of what appears to be a clear act of Bad Faith Claims Handling on the carriers part."

38. In Respondent's May 13, 2019 email, Respondent also requested that Citizens provide him a copy of Citizens' adjuster's criminal background check, a copy of the adjuster's Department-issued license numbers, a copy of the adjuster's CV, a copy of the adjuster's liability and errors and omissions insurance, proof of the adjuster's workers' compensation insurance, and

requested that Mr. Schultz “disclose any conflicts your adjuster might have with regards to any other open claim files, consulting or appraisal work with the insurance carrier.”

39. On May 16, 2019, Mr. Green called Respondent to schedule an inspection of consumer K.S.’s property. Respondent told Mr. Green to put all communications in an email and disconnected the phone call.

40. On May 16, 2019, Mr. Schultz emailed Respondent in an effort to schedule an inspection of consumer K.S.’s property.

41. On May 16, 2019, Respondent replied to Mr. Schultz’s email and insisted on a Saturday inspection.

42. Respondent emailed Citizens on May 20, 2019 and May 22, 2019, respectively. In Respondent’s emails dated May 20 and May 22, 2019, Respondent insisted that the inspection of consumer K.S.’s property take place on a Saturday and disparaged Citizens’ employees.

43. On May 25, 2019, Citizens completed an inspection of consumer K.S.’s property.

IT IS THEREFORE CHARGED that Respondent has violated one or more of the following provisions of the Florida Statutes, which constitutes grounds for discipline in this state:

(a) Section 626.854(14), Florida Statutes, which provides that a public adjuster must ensure that prompt notice is given of the claim to the insurer, the public adjuster’s contract is provided to the insurer, the property is available for inspection of the loss or damage by the insurer, and the insurer is given an opportunity to interview the insured directly about the loss and claim. The insurer must be allowed to obtain necessary information to investigate and respond to the claim.

(b) Section 626.854(14)(b), Florida Statutes, which provides that a public adjuster may not restrict or prevent an insurer, company employee adjuster, independent adjuster, attorney,

investigator, or other person acting on behalf of the insurer from having reasonable access at reasonable times to any insured or claimant or to the insured property that is the subject of a claim.

(c) Section 626.854(14)(c), Florida Statutes, which provides that a public adjuster may not or fail to reasonably act in any manner that obstructs or prevents an insurer or insurer's adjuster from timely conducting an inspection of any part of the insured property for which there is a claim for loss or damage. The public adjuster representing the insureds may be present for the insurer's inspection, but if the unavailability of the public adjuster otherwise delays the insurer's timely inspection of the property, the public adjuster or the insureds must allow the insurer to have access to the property without the participation or presence of the public adjuster or insureds in order to facilitate the insurer's prompt inspection of the loss or damage.

(d) Section 626.621(2), Florida Statutes, which provides that the department may, in its discretion, deny an application for, suspend, revoke, or refuse to renew or continue the license or appointment of any applicant, agent, adjuster, customer representative, service representative, or managing general agent, and it may suspend or revoke the eligibility to hold a license or appointment of any such person, if it finds that as to the applicant, licensee, or appointee acted in violation of any provision of this code or of any other law applicable to the business of insurance in the course of dealing under the license or appointment.

(e) Section 626.611(1)(g), Florida Statutes, which provides that the department shall deny an application for, suspend, revoke, or refuse to renew or continue the license or appointment of any applicant, agent, title agency, adjuster, customer representative, service representative, or managing general agent, and it shall suspend or revoke the eligibility to hold a license or appointment of any such person, if it finds that as to the applicant, licensee, or appointee demonstrated lack of fitness or trustworthiness to engage in the business of insurance.

(f) Rule 69B-220.201(3)(f), *Florida Administrative Code*, which provides that an adjuster, upon undertaking the handling of a claim, shall act with dispatch and due diligence in achieving a proper disposition of the claim.

(g) Section 626.8698(6), Florida Statutes, which provides that the department may deny, suspend, or revoke the license of a public adjuster or public adjuster apprentice, and administer a fine not to exceed \$5,000 for violating any ethical rule of the Department.

COUNT III

44. The above general allegations are hereby re-alleged and fully incorporated herein by reference.

45. On or about February 4, 2019, consumer J.L.'s property, located at 115 NE 132 Terrace, North Miami, Florida 33161, reportedly sustained damage from a fire.

46. On or about February 6, 2019, consumer J.L. and IPA executed a contract in which IPA was retained to serve as consumer J.L.'s public adjuster in a claim with her insurer, Citizens.

47. On or about May 8, 2019, IPA filed a claim with Citizens on behalf of consumer J.L. Consumer J.L.'s claim was assigned claim number 001-00-209115.

48. On May 13, 2019, Citizens employee Mark Boknecht called Respondent to schedule an inspection of consumer J.L.'s property. Respondent advised that he was in the field and requested that Mr. Boknecht email him to schedule an inspection. Mr. Boknecht subsequently sent Respondent an email to schedule an inspection of consumer J.L.'s property.

49. On or about May 15, 2019, Mark Boknecht called Respondent to schedule an inspection of consumer J.L.'s property. Respondent refused to allow Citizens to conduct an inspection of consumer J.L.'s property except on Saturdays, which is outside of Citizens' regular business hours.

50. On May 16, 2019, Mark Boknecht emailed Respondent in order to make a “formal written request to schedule an inspection” of consumer J.L.’s property.

51. On or about May 23, 2019, Mark Boknecht called and spoke with Respondent in an attempt to schedule an inspection of consumer J.L.’s property. During the phone call Respondent was belligerent and threatening to Mr. Boknecht after Mr. Boknecht advised Respondent that Citizens does not conduct inspections on Saturdays. Respondent requested that Mr. Boknecht send him something in writing stating that Citizens does not conduct inspections on Saturdays.

52. On or about June 5, 2019, Mark Boknecht called Respondent to schedule an inspection of consumer J.L.’s property. Mr. Boknecht left Respondent a voicemail. Mr. Boknecht then emailed Respondent to schedule an inspection of consumer J.L.’s property.

53. On June 10, 2019, Mark Boknecht emailed Respondent to schedule an inspection of consumer J.L.’s property. A recorded statement with consumer J.L. had already been scheduled for Wednesday, June 19, 2019. Mr. Boknecht requested to schedule the inspection on June 19, 2019, as the insured was available for a recorded statement on that day.

54. On June 12, 2019, Respondent sent Citizens SIU investigator Maria Elena Quintana an email disparaging her. Respondent also noted in the email that consumer J.L.’s representatives offered to make consumer J.L.’s property available for inspection on Saturday, June 22, 2019 at 1:00 P.M.

55. On June 14, 2019, Mr. Boknecht emailed the Respondent and advised that Citizens does not agree to an inspection on Saturday, June 22, 2019. Mr. Boknecht stated in his email, “As I have expressed to you on multiple occasions via both phone conversations and email, I am available to inspect property at any agreed time during our normal and customary business hours

which include Monday through Friday, 8a-5pm.” Mr. Boknecht also offered to conduct the inspection on Wednesday, June 19, 2019, as Citizens was scheduled to take consumer J.L.’s recorded statement earlier that day.

56. On June 19, 2019, Citizens took a recorded statement of consumer J.L.

57. On or about June 24, 2019, Mark Boknecht emailed IPA to schedule an inspection of consumer J.L.’s property.

58. On or about July 2, 2019, IPA emailed Mark Boknecht and requested that the inspection be scheduled on Tuesday, July 9, 2019, at 1:00 P.M.

59. On or about July 9, 2019, Citizens completed an inspection of consumer J.L.’s property.

IT IS THEREFORE CHARGED that Respondent has violated one or more of the following provisions of the Florida Statutes, which constitutes grounds for discipline in this state:

(a) Section 626.854(14), Florida Statutes, which provides that a public adjuster must ensure that prompt notice is given of the claim to the insurer, the public adjuster’s contract is provided to the insurer, the property is available for inspection of the loss or damage by the insurer, and the insurer is given an opportunity to interview the insured directly about the loss and claim. The insurer must be allowed to obtain necessary information to investigate and respond to the claim.

(b) Section 626.854(14)(b), Florida Statutes, which provides that a public adjuster may not restrict or prevent an insurer, company employee adjuster, independent adjuster, attorney, investigator, or other person acting on behalf of the insurer from having reasonable access at reasonable times to any insured or claimant or to the insured property that is the subject of a claim.

(c) Section 626.854(14)(c), Florida Statutes, which provides that a public adjuster may not or fail to reasonably act in any manner that obstructs or prevents an insurer or insurer's adjuster from timely conducting an inspection of any part of the insured property for which there is a claim for loss or damage. The public adjuster representing the insureds may be present for the insurer's inspection, but if the unavailability of the public adjuster otherwise delays the insurer's timely inspection of the property, the public adjuster or the insureds must allow the insurer to have access to the property without the participation or presence of the public adjuster or insureds in order to facilitate the insurer's prompt inspection of the loss or damage.

(d) Section 626.621(2), Florida Statutes, which provides that the department may, in its discretion, deny an application for, suspend, revoke, or refuse to renew or continue the license or appointment of any applicant, agent, adjuster, customer representative, service representative, or managing general agent, and it may suspend or revoke the eligibility to hold a license or appointment of any such person, if it finds that as to the applicant, licensee, or appointee acted in violation of any provision of this code or of any other law applicable to the business of insurance in the course of dealing under the license or appointment.

(e) Section 626.611(1)(g), Florida Statutes, which provides that the department shall deny an application for, suspend, revoke, or refuse to renew or continue the license or appointment of any applicant, agent, title agency, adjuster, customer representative, service representative, or managing general agent, and it shall suspend or revoke the eligibility to hold a license or appointment of any such person, if it finds that as to the applicant, licensee, or appointee demonstrated lack of fitness or trustworthiness to engage in the business of insurance.

(f) Rule 69B-220.201(3)(f), *Florida Administrative Code*, which provides that an adjuster, upon undertaking the handling of a claim, shall act with dispatch and due diligence in

achieving a proper disposition of the claim.

(g) Section 626.8698(6), Florida Statutes, which provides that the department may deny, suspend, or revoke the license of a public adjuster or public adjuster apprentice, and administer a fine not to exceed \$5,000 for violating any ethical rule of the Department.

COUNT IV

60. The above general allegations are hereby re-alleged and fully incorporated herein by reference.

61. On or about September 10, 2017, consumer G.T.'s property, located at 240 E. Bayridge Drive, Weston, FL 33326, reportedly sustained damage from Hurricane Irma ("Hurricane Claim").

62. On or about April 7, 2019, consumer G.T.'s property, located at 240 E. Bayridge Drive, Weston, FL 33326, reportedly sustained damage from a plumbing sewer blockage incident ("Plumbing Claim").

63. On or about April 10, 2019, consumer G.T. and IPA executed two contracts in which IPA was retained to serve as consumer G.T.'s public adjuster for the Hurricane Claim and the Plumbing Claim.

64. On or about April 11, 2019, Citizens, consumer G.T.'s insurer, was notified of the Hurricane Claim and the Plumbing Claim, respectively.

65. On June 17, 2019, Citizens adjuster Edward Ingram sent an email to Asma Qureshi, a public adjuster with IPA, amongst others, to confirm the date and time (June 25, 2019 at 9:00 A.M.) for the inspection of consumer G.T.'s property. The email noted that experts for Citizens, Jo Medeiros, P.E., of Rimkus Consulting Group, Inc., and Al Knight, a plumber with ALL Knight Services, would be present during the inspection.

66. On June 17, 2019, Respondent replied to Mr. Ingram's email and stated in part:

Also Ed again , it is my clients request that you provide me a copy of the criminal background check you preformed on your "Expert" as well as a copy of their CV and liability / E&O insurance and proof of workman's compensation insurance. Frankly speaking, I think it essential to know that the person entering my client's home is not only a threat to my client or their family but also, that he or she is competent to act in the capacity as a claims adjuster in the State of Florida.

I would also ask that you disclose any conflicts your expert might have with regards to any other open claim files, consulting or appraisal work with the insurance carrier.

67. On June 25, 2019, Citizens attempted to complete an on-site inspection of Consumer G.T.'s property. At the inspection IPA asked Mr. Medeiros for a copy of his liability and worker's compensation policies. Mr. Medeiros provided a copy of his liability insurance but advised that his worker's compensation policy has to be requested from his company's headquarters and that it would take some time. The Respondent did not allow the inspection to take place.

68. On July 16, 2019, Mr. Ingram sent consumer G.T. a letter denying coverage for the Plumbing Claim. The letter states in part: "Given the multiple failures to comply with policy conditions, including cooperating within us in the investigation of a claim; show the damaged property as often as reasonably required; submit to a recorded statement; and allow us to inspect damaged property, we are unable to determine coverage."

IT IS THEREFORE CHARGED that Respondent has violated one or more of the following provisions of the Florida Statutes, which constitutes grounds for discipline in this state:

(a) Section 626.854(14), Florida Statutes, which provides that a public adjuster must ensure that prompt notice is given of the claim to the insurer, the public adjuster's contract is provided to the insurer, the property is available for inspection of the loss or damage by the insurer,

and the insurer is given an opportunity to interview the insured directly about the loss and claim. The insurer must be allowed to obtain necessary information to investigate and respond to the claim.

(b) Section 626.854(14)(b), Florida Statutes, which provides that a public adjuster may not restrict or prevent an insurer, company employee adjuster, independent adjuster, attorney, investigator, or other person acting on behalf of the insurer from having reasonable access at reasonable times to any insured or claimant or to the insured property that is the subject of a claim.

(c) Section 626.854(14)(c), Florida Statutes, which provides that a public adjuster may not or fail to reasonably act in any manner that obstructs or prevents an insurer or insurer's adjuster from timely conducting an inspection of any part of the insured property for which there is a claim for loss or damage. The public adjuster representing the insureds may be present for the insurer's inspection, but if the unavailability of the public adjuster otherwise delays the insurer's timely inspection of the property, the public adjuster or the insureds must allow the insurer to have access to the property without the participation or presence of the public adjuster or insureds in order to facilitate the insurer's prompt inspection of the loss or damage.

(d) Section 626.621(2), Florida Statutes, which provides that the department may, in its discretion, deny an application for, suspend, revoke, or refuse to renew or continue the license or appointment of any applicant, agent, adjuster, customer representative, service representative, or managing general agent, and it may suspend or revoke the eligibility to hold a license or appointment of any such person, if it finds that as to the applicant, licensee, or appointee acted in violation of any provision of this code or of any other law applicable to the business of insurance in the course of dealing under the license or appointment.

(e) Section 626.611(1)(g), Florida Statutes, which provides that the department shall deny an application for, suspend, revoke, or refuse to renew or continue the license or appointment of any applicant, agent, title agency, adjuster, customer representative, service representative, or managing general agent, and it shall suspend or revoke the eligibility to hold a license or appointment of any such person, if it finds that as to the applicant, licensee, or appointee demonstrated lack of fitness or trustworthiness to engage in the business of insurance.

(f) Rule 69B-220.201(3)(f), *Florida Administrative Code*, which provides that an adjuster, upon undertaking the handling of a claim, shall act with dispatch and due diligence in achieving a proper disposition of the claim.

(g) Section 626.8698(6), Florida Statutes, which provides that the department may deny, suspend, or revoke the license of a public adjuster or public adjuster apprentice, and administer a fine not to exceed \$5,000 for violating any ethical rule of the Department.

COUNT V

69. The above general allegations are hereby re-alleged and fully incorporated herein by reference.

70. On or about September 10, 2017, consumer L.P.'s home reportedly sustained damage from Hurricane Irma.

71. Consumer L.P. entered into a contract with IPA in which IPA was retained to serve as consumer L.P.'s public adjuster in a claim with his insurer, Tower Hill Insurance Group ("Tower Hill").

72. On December 20, 2018, Randy Shochet, Esq., called Tower Hill on behalf of consumer L.P. and reported the wind damage claim. Tower Hill assigned the claim matter number 3300304184.

73. Tower Hill retained the law firm of Bressler, Amery, and Ross, P.C. (“Bressler”), to assist Tower Hill with claim 3300304184.

74. On January 18, 2019, Linda Berns, Esq., of Bressler, emailed Respondent and Mr. Shochet to schedule an inspection of consumer L.P.’s property. In her email, Ms. Berns stated, “We kindly request that you please provide dates for an inspection to occur during regular business hours on a Monday through Friday.”

75. On January 18, 2019, Respondent replied to Ms. Berns’ email, which requested dates for an inspection of consumer L.P.’s property, and stated:

Good afternoon Linda,

Before moving forward, please provide the following:

1. The name of your firm or affiliation
2. Your Title
3. Your firm or affiliations address
4. Your firm or affiliations contact number
5. A letter or communication from the carrier listing what your authority or role in the claim is.

As a matter of professionalism, when sending an email to someone it would be both helpful and proactive to provide numbers one through five.

Pending your reply.

76. On January 18, 2019, Respondent emailed Ms. Berns and thanked her for her quick reply and “most of the information I requested.” Respondent did not give any dates for an inspection of consumer L.P.’s property in his email. Instead, Respondent requested “a retainer from Tower Hill in this matter or would it be possible for the carrier to provide something in writing that you are representing them and in what capacity? Once I am provided that, I would be happy discussing the matter with you.”

77. On January 18, 2019, Hope Zelinger, Esq., a principal with Bressler, emailed Respondent and stated that as a partner overseeing Bressler's practice and as an officer of the court that Tower Hill has retained Bressler to assist with the subject claim.

78. On January 18, 2019, Respondent sent additional emails disparaging Ms. Berns and Ms. Zelinger. The emails did not provide a date for the inspection of consumer L.P.'s property as Respondent insisted on a Saturday inspection.

79. On January 22, 2019, Ms. Berns sent Respondent an email, which requested dates and times for the initial inspection of consumer L.P.'s property.

80. On January 25, 2019, Ms. Berns emailed Mr. Shochet and confirmed an inspection on January 26, 2019. However, Mr. Shochet's law firm had to reschedule due to the unavailability of counsel.

81. On February 4, 2019, Ms. Berns sent Respondent and Mr. Shochet a letter through both email and certified mail. In the letter, Ms. Berns requested dates to complete the inspection of consumer L.P.'s property.

82. On February 12, 2019, Tower Hill performed its initial inspection of consumer L.P.'s property.

83. On February 27, 2019, Ms. Berns sent Respondent and Mr. Shochet a letter through both email and certified mail requesting an inspection of consumer L.P.'s property with a consulting engineer in order to be able to determine the cause and origin of the damage to the property. Ms. Berns also stated:

At this time please provide dates for the inspection with the consulting engineer to occur as soon as possible. Additionally, as previously requested on February 21, 2019, please provide any and all documents which support the damages being alleged at the subject property in relation to the loss, and as well as any and all

documents which evidence any mitigation services rendered in relation to the loss. To date Tower Hill is not in receipt of same.

84. On March 15, 2019, Ms. Berns sent Respondent and Mr. Shochet a letter through both email and certified mail requesting an inspection of consumer L.P.'s property with a consulting engineer in order to be able to determine the cause and origin of the damage to the property. Ms. Berns noted in the letter that Tower Hill had not received any dates for the engineer's inspection of consumer L.P.'s property and that Tower Hill had not received any of the documents that it requested regarding the reported damages.

85. On April 2, 2019, Ms. Berns sent Respondent and Mr. Shochet a letter through both email and certified mail requesting an inspection of consumer L.P.'s property with a consulting engineer in order to be able to determine the cause and origin of the damage to the property. Ms. Berns noted in the letter that Tower Hill had not received any dates for the engineer's inspection of consumer L.P.'s property and that Tower Hill had not received any of the documents that it requested regarding the reported damages.

86. On April 18, 2019, Ms. Berns sent Respondent and Mr. Shochet a letter through both email and certified mail requesting an inspection of consumer L.P.'s property with a consulting engineer in order to be able to determine the cause and origin of the damage to the property. Ms. Berns noted in the letter that Tower Hill had not received any dates for the engineer's inspection of consumer L.P.'s property and that Tower Hill had not received any of the documents that it requested regarding the reported damages.

87. Despite Ms. Berns' multiple requests to Respondent and Mr. Shochet to schedule an inspection of consumer L.P.'s property with a consulting engineer, Tower Hill was not afforded the opportunity to inspect consumer L.P.'s property with an engineer.

88. On June 10, 2019, Tower Hill took Respondent's examination under oath ("EUO"). However, the EUO was not completed as Respondent abruptly terminated the EUO prior to its completion.

89. During the EUO on June 10, 2019, Respondent gave counsel for Tower Hill a CD, which Respondent purported contained over 100 photos regarding consumer L.P.'s insurance claim. However, the CD Respondent gave counsel for Tower Hill did not have any pictures regarding consumer L.P.'s insurance claim. The CD Respondent gave counsel for Tower Hill, which had the word "photos" marked on the disc, contained the movie "Hotel Transylvania."

90. On August 8, 2019, Tower Hill sent consumer L.P. a letter denying coverage for claim 3300304184. The letter stated in part:

Tower Hill's denial of the claim is based upon its investigation of the claim and the provisions of the insurance policy including, but not necessarily limited to, the policy provisions cited herein. It is also based on your failure to comply with the policy conditions and failure to overcome the prejudice of these policy violations that occurred since the time of first reporting.

IT IS THEREFORE CHARGED that Respondent has violated one or more of the following provisions of the Florida Statutes, which constitutes grounds for discipline in this state:

(a) Section 626.854(14), Florida Statutes, which provides that a public adjuster must ensure that prompt notice is given of the claim to the insurer, the public adjuster's contract is provided to the insurer, the property is available for inspection of the loss or damage by the insurer, and the insurer is given an opportunity to interview the insured directly about the loss and claim. The insurer must be allowed to obtain necessary information to investigate and respond to the claim.

(b) Section 626.854(14)(b), Florida Statutes, which provides that a public adjuster may not restrict or prevent an insurer, company employee adjuster, independent adjuster, attorney,

investigator, or other person acting on behalf of the insurer from having reasonable access at reasonable times to any insured or claimant or to the insured property that is the subject of a claim.

(c) Section 626.854(14)(c), Florida Statutes, which provides that a public adjuster may not or fail to reasonably act in any manner that obstructs or prevents an insurer or insurer's adjuster from timely conducting an inspection of any part of the insured property for which there is a claim for loss or damage. The public adjuster representing the insureds may be present for the insurer's inspection, but if the unavailability of the public adjuster otherwise delays the insurer's timely inspection of the property, the public adjuster or the insureds must allow the insurer to have access to the property without the participation or presence of the public adjuster or insureds in order to facilitate the insurer's prompt inspection of the loss or damage.

(d) Section 626.621(2), Florida Statutes, which provides that the department may, in its discretion, deny an application for, suspend, revoke, or refuse to renew or continue the license or appointment of any applicant, agent, adjuster, customer representative, service representative, or managing general agent, and it may suspend or revoke the eligibility to hold a license or appointment of any such person, if it finds that as to the applicant, licensee, or appointee acted in violation of any provision of this code or of any other law applicable to the business of insurance in the course of dealing under the license or appointment.

(e) Section 626.611(1)(g), Florida Statutes, which provides that the department shall deny an application for, suspend, revoke, or refuse to renew or continue the license or appointment of any applicant, agent, title agency, adjuster, customer representative, service representative, or managing general agent, and it shall suspend or revoke the eligibility to hold a license or appointment of any such person, if it finds that as to the applicant, licensee, or appointee demonstrated lack of fitness or trustworthiness to engage in the business of insurance.

(f) Section 626.611(1)(h), Florida Statutes, which provides that the department shall deny an application for, suspend, revoke, or refuse to renew or continue the license or appointment of any applicant, agent, title agency, adjuster, customer representative, service representative, or managing general agent, and it shall suspend or revoke the eligibility to hold a license or appointment of any such person, if it finds that as to the applicant, licensee, or appointee demonstrated lack of reasonably adequate knowledge and technical competence to engage in the transactions authorized by the license or appointment.

(g) Rule 69B-220.201(3)(f), *Florida Administrative Code*, which provides that an adjuster, upon undertaking the handling of a claim, shall act with dispatch and due diligence in achieving a proper disposition of the claim.

(h) Section 626.8698(6), Florida Statutes, which provides that the department may deny, suspend, or revoke the license of a public adjuster or public adjuster apprentice, and administer a fine not to exceed \$5,000 for violating any ethical rule of the Department.

COUNT VI

91. The above general allegations are hereby re-alleged and fully incorporated herein by reference.

92. On or about July 13, 2018, adjuster James (“Jim”) Reichle was contacted by Crawford & Company, on behalf of Lloyds of London, to act as appraiser on an outstanding insurance claim.

93. The property that was the subject of the insurance claim was located at 30085 Island Club Drive, Deer Island, FL 32778 (“Subject Property”).

94. On or about July 23, 2018, Mr. Reichle reached out to Respondent to discuss the claim, review umpire candidates, and to set a date and time to meet Respondent to inspect the damage to the property.

95. On or about August 2, 2018, Respondent replied to Mr. Reichle and requested information including Mr. Reichle's CV, appraisal history, as well as lists of carriers and individuals that Mr. Reichle had worked with. Respondent advised Mr. Reichle that his communication was not a "note" but a legal demand for information.

96. Mr. Reichle and Respondent agreed to meet at the Subject Property on August 10, 2018.

97. On or about August 8, 2018, Mr. Reichle called the manager of the Subject Property to confirm that he and Respondent could gain access to the Subject Property as it was vacant at the time. The manager advised Mr. Reichle that she was placing a lock box at the Subject Property and gave Mr. Reichle the code to access the keys in the lock box.

98. On August 10, 2018, Mr. Reichle and Respondent met at the Subject Property to inspect the reported damage. The parties surveyed the building for approximately 30 minutes. Respondent became upset with Mr. Reichle for speaking with the property manager without Respondent's knowledge or permission. Respondent terminated the inspection of the Subject Property and exhibited behavior that was threatening to Mr. Reichle. Respondent's threatening actions caused Mr. Reichle great concern and Mr. Reichle left the Subject Property under duress.

IT IS THEREFORE CHARGED that Respondent has violated one or more of the following provisions of the Florida Statutes, which constitutes grounds for discipline in this state:

(a) Section 626.854(14), Florida Statutes, which provides that a public adjuster must ensure that prompt notice is given of the claim to the insurer, the public adjuster's contract is

provided to the insurer, the property is available for inspection of the loss or damage by the insurer, and the insurer is given an opportunity to interview the insured directly about the loss and claim. The insurer must be allowed to obtain necessary information to investigate and respond to the claim.

(b) Section 626.854(14)(b), Florida Statutes, which provides that a public adjuster may not restrict or prevent an insurer, company employee adjuster, independent adjuster, attorney, investigator, or other person acting on behalf of the insurer from having reasonable access at reasonable times to any insured or claimant or to the insured property that is the subject of a claim.

(c) Section 626.854(14)(c), Florida Statutes, which provides that a public adjuster may not or fail to reasonably act in any manner that obstructs or prevents an insurer or insurer's adjuster from timely conducting an inspection of any part of the insured property for which there is a claim for loss or damage. The public adjuster representing the insureds may be present for the insurer's inspection, but if the unavailability of the public adjuster otherwise delays the insurer's timely inspection of the property, the public adjuster or the insureds must allow the insurer to have access to the property without the participation or presence of the public adjuster or insureds in order to facilitate the insurer's prompt inspection of the loss or damage.

(d) Section 626.621(2), Florida Statutes, which provides that the department may, in its discretion, deny an application for, suspend, revoke, or refuse to renew or continue the license or appointment of any applicant, agent, adjuster, customer representative, service representative, or managing general agent, and it may suspend or revoke the eligibility to hold a license or appointment of any such person, if it finds that as to the applicant, licensee, or appointee acted in violation of any provision of this code or of any other law applicable to the business of insurance in the course of dealing under the license or appointment.

(e) Section 626.611(1)(g), Florida Statutes, which provides that the department shall deny an application for, suspend, revoke, or refuse to renew or continue the license or appointment of any applicant, agent, title agency, adjuster, customer representative, service representative, or managing general agent, and it shall suspend or revoke the eligibility to hold a license or appointment of any such person, if it finds that as to the applicant, licensee, or appointee demonstrated lack of fitness or trustworthiness to engage in the business of insurance.

(f) Rule 69B-220.201(3)(f), *Florida Administrative Code*, which provides that an adjuster, upon undertaking the handling of a claim, shall act with dispatch and due diligence in achieving a proper disposition of the claim.

(g) Section 626.8698(6), Florida Statutes, which provides that the department may deny, suspend, or revoke the license of a public adjuster or public adjuster apprentice, and administer a fine not to exceed \$5,000 for violating any ethical rule of the Department.

COUNT VII

99. On or about September 10, 2017, consumer A.B.'s property, located at 11265 NW 53rd Court, Coral Springs, Florida 33076, reportedly sustained damage from Hurricane Irma.

100. On or about March 12, 2019, consumer A.B. and Respondent executed a contract in which IPA was retained to serve as consumer A.B.'s public adjuster in a claim with his insurer, Citizens ("Consumer A.B. Contract").

101. IPA's listed address on the Consumer A.B. Contract is P.O. Box 268064, Weston, FL 33326.

IT IS THEREFORE CHARGED that Respondent has violated one or more of the following provisions of the Florida Statutes, which constitutes grounds for discipline in this state:

(a) Section 626.8796(2), Florida Statutes, which provides that a public adjuster contract relating to a property and casualty claim must contain the full name, permanent business address, and license number of the public adjuster; the full name of the public adjusting firm; and the insured's full name and street address, together with a brief description of the loss. The contract must state the percentage of compensation for the public adjuster's services; the type of claim, including an emergency claim, nonemergency claim, or supplemental claim; the signatures of the public adjuster and all named insureds; and the signature date. If all of the named insureds' signatures are not available, the public adjuster must submit an affidavit signed by the available named insureds attesting that they have authority to enter into the contract and settle all claim issues on behalf of the named insureds. An unaltered copy of the executed contract must be remitted to the insurer within 30 days after execution.

(b) Section 626.621(2), Florida Statutes, which provides that the department may, in its discretion, deny an application for, suspend, revoke, or refuse to renew or continue the license or appointment of any applicant, agent, adjuster, customer representative, service representative, or managing general agent, and it may suspend or revoke the eligibility to hold a license or appointment of any such person, if it finds that as to the applicant, licensee, or appointee acted in violation of any provision of this code or of any other law applicable to the business of insurance in the course of dealing under the license or appointment.

COUNT VIII

102. The above general allegations are hereby re-alleged and fully incorporated herein by reference.

103. On or about September 10, 2017, consumer J.A.'s property, located at 6635 Hood Street, Hollywood, FL 33024, reportedly sustained damage from Hurricane Irma.

104. On or about March 29, 2019, consumer J.A. and Respondent executed a contract in which IPA was retained to serve as consumer J.A.'s public adjuster in a claim with his insurer, Citizens ("Consumer J.A. Contract").

105. IPA's listed address on the Consumer J.A. Contract is P.O. Box 268064, Weston, FL 33326.

IT IS THEREFORE CHARGED that Respondent has violated one or more of the following provisions of the Florida Statutes, which constitutes grounds for discipline in this state:

(a) Section 626.8796(2), Florida Statutes, which provides that a public adjuster contract relating to a property and casualty claim must contain the full name, permanent business address, and license number of the public adjuster; the full name of the public adjusting firm; and the insured's full name and street address, together with a brief description of the loss. The contract must state the percentage of compensation for the public adjuster's services; the type of claim, including an emergency claim, nonemergency claim, or supplemental claim; the signatures of the public adjuster and all named insureds; and the signature date. If all of the named insureds' signatures are not available, the public adjuster must submit an affidavit signed by the available named insureds attesting that they have authority to enter into the contract and settle all claim issues on behalf of the named insureds. An unaltered copy of the executed contract must be remitted to the insurer within 30 days after execution.

(b) Section 626.621(2), Florida Statutes, which provides that the department may, in its discretion, deny an application for, suspend, revoke, or refuse to renew or continue the license or appointment of any applicant, agent, adjuster, customer representative, service representative, or managing general agent, and it may suspend or revoke the eligibility to hold a license or appointment of any such person, if it finds that as to the applicant, licensee, or appointee acted in

violation of any provision of this code or of any other law applicable to the business of insurance in the course of dealing under the license or appointment.

WHEREFORE, the Respondent is hereby notified that the Chief Financial Officer intends to enter an Order imposing such penalties as may be provided under the provisions of chapter 626, Florida Statutes, Chapter 69B-231, *Florida Administrative Code*, and under the other referenced sections of the Florida Statutes as set out in this Administrative Complaint.

DATED and SIGNED this 2nd day of March, 2022.





Gregory Thomas, Director
Division of Insurance Agent and Agency Services

NOTICE OF RIGHTS

You have the right to request a proceeding to contest this action by the Department pursuant to sections 120.569 and 120.57, Florida Statutes, and chapter 28-106, Florida Administrative Code. The proceeding request must be in writing, signed by you, and must be filed with the Department within twenty-one (21) days of your receipt of this notice. Completion of the attached Election of Proceeding form and a petition for administrative hearing are required. The request must be filed with the DFS Agency Clerk, at the Florida Department of Financial Services, 612 Larson Building, 200 East Gaines Street, Tallahassee, Florida 32399-0390. Your written response must be received by the Department no later than 5:00 p.m. on the twenty-first day after your receipt of this notice. Mailing the response on the twenty-first day will not preserve your right to a hearing.

FAILURE TO ENSURE THAT YOUR WRITTEN RESPONSE IS RECEIVED BY THE DEPARTMENT WITHIN TWENTY-ONE (21) DAYS OF YOUR RECEIPT OF THIS NOTICE WILL CONSTITUTE A WAIVER OF YOUR RIGHT TO REQUEST A PROCEEDING ON THE MATTERS ALLEGED HEREIN AND A FINAL ORDER OF SUSPENSION OR REVOCATION WILL BE ENTERED AGAINST YOU.

If you request a proceeding, you must provide information that complies with the requirements of Rule 28-106.2015, *Florida Administrative Code*. Specifically, your response must contain:

- (a) The name, address, telephone number, and facsimile number (if any) of the respondent (for the purpose of requesting a hearing in this matter, you are the "respondent").
- (b) The name, address, telephone number, and facsimile number of the attorney or qualified representative of the respondent (if any) upon whom service of pleadings and other papers shall be made.

(c) A statement requesting an administrative hearing identifying those material facts that are in dispute. If there are none, the petition must so indicate.

(d) A statement of when the respondent received notice of the administrative complaint.

(e) A statement including the file number of the administrative complaint.

If a hearing of any type is requested, you have the right to be represented by counsel or other qualified representative at your expense, to present evidence and argument, to call and cross-examine witnesses, and to compel the attendance of witnesses and the production of documents by subpoena.

If a proceeding is requested and there is no dispute of material fact, the provisions of section 120.57(2), Florida Statutes, apply. In this regard, you may submit oral or written evidence in opposition to the action taken by the Department or a written statement challenging the grounds upon which the Department has relied. While a hearing is normally not required in the absence of a dispute of fact, if you feel that a hearing is necessary, one will be conducted in Tallahassee, Florida, or by telephonic conference call upon your request.

However, if you dispute material facts that are the basis for the Department's action, you must request an adversarial proceeding pursuant to sections 120.569 and 120.57(1), Florida Statutes. These proceedings are held before an administrative law judge of the State of Florida Division of Administrative Hearings. Unless the majority of witnesses are located elsewhere, the Department will request that the hearing be conducted in Tallahassee, Florida.

Failure to follow the procedure outlined with regard to your response to this notice may result in the request being denied. All prior oral communication or correspondence in this matter shall be considered free from agency action, and no such oral communication or correspondence

shall operate as a valid request for an administrative proceeding. Any request for an administrative proceeding received before the date of this notice shall be deemed abandoned unless timely renewed in compliance with the guidelines as set out above.

Mediation of this matter pursuant to section 120.573, Florida Statutes, is not available. No Department attorney will discuss this matter with you during the time frame in which you have to request a hearing.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Administrative Complaint has been furnished to Scott David Thomas by USPS Certified Mail at 1025 Briar Ridge Road, Weston, Florida 33327 on this 2nd day of March, 2022.

/s/ David Tropin

David Tropin
Senior Attorney
Fla. Bar. No. 76703
Department of Financial Services
Office of the General Counsel
612 Larson Building
200 East Gaines Street
Tallahassee, FL 32399-0333
Phone: (850) 413-4178
Fax: (850) 487-4907
David.Tropin@MyFloridaCFO.com

91 7199 9991 7035 4581 3660

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
OFFICE OF THE GENERAL COUNSEL

IN THE MATTER OF:

SCOTT DAVID THOMAS

CASE NO.: 266618-20-AG

ELECTION OF PROCEEDING

I have received and have read the Administrative Complaint filed by the Florida Department of Financial Services ("Department") against me, including the Notice of Rights contained therein, and I understand my options. I am requesting disposition of this matter as indicated below. **(CHOOSE ONE)**

1. I do not dispute any of the Department's factual allegations and I do not desire a hearing. I understand that by waiving my right to a hearing, the Department may enter a final order that adopts the Administrative Complaint and imposes the sanctions sought, including suspending or revoking my licenses and appointments as may be appropriate.
2. I do not dispute any of the Department's factual allegations and I hereby elect a proceeding to be conducted in accordance with section 120.57(2), Florida Statutes. In this regard, I desire to **(CHOOSE ONE)**:
 - Submit a written statement and documentary evidence in lieu of a hearing; or
 - Personally attend a hearing conducted by a department hearing officer in Tallahassee; or
 - Attend that same hearing by way of a telephone conference call.
3. I do dispute one or more of the Department's factual allegations. I hereby request a hearing pursuant to section 120.57(1), Florida Statutes, to be held before the Division of Administrative Hearings. I have attached to this election form the information required by Rule 28-106.2015, *Florida Administrative Code*, as specified in subparagraph (c) of the Notice of Rights. Specifically, I have identified the disputed issues of material fact.

TO PRESERVE YOUR RIGHT TO A HEARING, YOU MUST FILE YOUR RESPONSE WITH THE DEPARTMENT OF FINANCIAL SERVICES WITHIN TWENTY-ONE (21) DAYS OF YOUR RECEIPT OF THE ADMINISTRATIVE COMPLAINT. THE RESPONSE MUST BE RECEIVED BY THE DEPARTMENT NO LATER THAN 5:00 P.M. ON THE TWENTY-FIRST DAY AFTER YOUR RECEIPT OF THE ADMINISTRATIVE COMPLAINT.

The address for filing is: Agency Clerk at DFSAgencyClerk@MyFloridaCFO.com.

Signature _____

Print Name _____

Date: _____

Address: _____

Date Administrative
Complaint Received: _____

If you are represented by an attorney or qualified representative, please attach to this election form his or her name, address, telephone and fax numbers

Phone No.: _____

Fax No.: _____

E-mail _____