

2. Respondents hereby waive all rights to a formal administrative hearing in this matter, and agree that this Consent Order, and the Findings of Fact and Conclusions of Law contained herein, shall have the full force and effect of an Order duly entered in accordance with the adjudicatory procedures set forth in the Administrative Agency Law, supra, or other applicable law.
3. Respondents do not admit the conclusions of law as stated herein.

FINDINGS OF FACT

4. The Insurance Department finds true and correct each of the following Findings of Fact:
 - (a) Respondent Jeffrey S. Major maintains his address at 509 Arthur Drive, Cherry Hill, New Jersey 08002.
 - (b) Respondent The Major Group, Inc., is a corporation, which maintains its business address at 6015 Westfield Avenue, Pennsauken, New Jersey 08110.
 - (c) At no time herein have Respondents possessed public adjuster licenses to conduct the business of adjusting insurance claims in the Commonwealth of

Pennsylvania.

- (d) Respondent Jeffrey S. Major has a National Producer Number #7822418 as a public adjuster for the states of New Jersey and Florida, and Respondent Major Group is authorized to conduct business in the state of New Jersey.
- (e) On August 24, 2003, Siegfried and Marie Levy of Cherry Hill, New Jersey (“the Levys”), suffered a total loss fire at their place of business: Bauer’s Bakery, in Philadelphia, Pennsylvania.
- (f) On August 24, 2003, the Levys directly procured the services of Respondents to adjust their insurance claim against their carrier, American Economy Insurance Company, under policy number 02-BO-768904-50.
- (g) On August 24, 2003, the Levys, who were unaware that Respondents were not licensed as public adjusters in Pennsylvania, signed Respondents’ contract reflecting that Respondents would receive 5% commission of the amount adjusted.
- (h) Respondents did conduct the work of a public adjuster with respect to the Levy’s fire claim and obtained a settlement on their behalf.
- (i) Respondents assert that practically all of the work performed in connection

with the adjustment of the Levys' loss was performed in Respondents' offices in New Jersey, and no representative of Respondents were on-site in Philadelphia.

- (j) On or about March 10, 2004, Respondents received \$19,474.44 for their services in connection with adjusting the Levys' insurance claim.
- (k) Upon discovering that Respondents were not licensed to conduct the business of a public adjuster by or in the Commonwealth of Pennsylvania, the Levy's filed a complaint with the Insurance Department alleging unlicensed activity and also sought to recover the fee paid to Respondents.
- (l) Respondents and the Levys have now resolved their contract dispute regarding the fee paid to Respondents.

CONCLUSIONS OF LAW

- 5. In accord with the above Findings of Fact and applicable provisions of law, the Insurance Department concludes and finds the following Conclusions of Law:
 - (a) Respondents are subject to the jurisdiction of the Pennsylvania Insurance Department.

- (b) Respondents' contract was not authorized in Pennsylvania.
- (c) Title 63, Purdons Statutes, Section 2 (40 P.S. § 1602), prohibits all persons, partnerships, associations or corporations from acting within the Commonwealth as a public adjuster without an appropriate license issued by the Insurance Department.
- (d) Respondents' activities described above in paragraphs 3(c) through 3(j) violate 63 Purdons Statutes, Section 2 (63 P.S. § 1602).
- (e) Respondents' violations of 63 Purdons Statutes, Sections 2 are punishable by the following, under Section 6(b) of the Public Adjusters Act: Regardless of whether the public adjuster is licensed or not, the Insurance Commissioner may impose a penalty of not more than \$1,000 for every violation of the Act.

ORDER

- 6. In accord with the above Findings of Fact and Conclusions of Law, the Insurance Department orders and Respondents consent to the following:
 - (a) Respondents shall cease and desist from engaging in the activities described

herein in the Findings of Fact and Conclusions of Law.

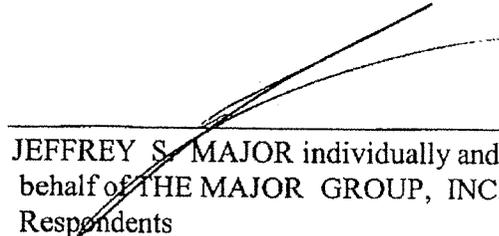
- (b) If Respondents should ever become licensed in the future, their certificates and licenses may be immediately suspended by the Department following its investigation and determination that (i) any terms of this Order have not been complied with, or (ii) any complaint against Respondents are accurate and a statute or regulation has been violated. The Department's right to act under (ii) above is limited to a period of five (5) years from the date of issuance of such certificates and licenses.
- (c) Respondents specifically waive their rights to prior notice of said suspension, but will be entitled to a hearing upon written request received by the Department no later than thirty (30) days after the date the Department mailed to Respondent by certified mail, return receipt requested, notification of said suspension, which hearing shall be scheduled for a date within sixty (60) days of the Department's receipt of Respondent's written request.
- (d) At the hearing referred to in paragraph (c) of this Order, Respondents shall have the burden of demonstrating that they are worthy of an insurance certificate and license.
- (e) In the event Respondents' certificates and licenses are suspended pursuant to paragraph 6(b) above, and Respondents either fail to request a hearing within

thirty (30) days or at the hearing fail to demonstrate that they is worthy of a certificate and license, Respondents' suspended certificates and licenses shall be revoked.

7. In the event the Insurance Department finds that there has been a breach of any of the provisions of this Order, based upon the Findings of Fact and Conclusions of Law contained herein, the Department may pursue any and all legal remedies available, including but not limited to the following: The Department may enforce the provisions of this Order in an administrative action pursuant to the Administrative Agency Law, supra, or other relevant provision of law; or, if applicable, the Department may enforce the provisions of this Order in any other court of law or equity having jurisdiction.
8. Alternatively, in the event the Insurance Department finds that there has been a breach of any of the provisions of this Order, the Insurance Department may declare this Order to be null and void and, thereupon, reopen the entire matter for appropriate action pursuant to the Administrative Agency Law, supra, or other relevant provision of law.
9. In any such enforcement proceeding, Respondents may contest whether a breach of the provisions of this Order has occurred but may not contest the Findings of Fact and Conclusions of Law contained herein.

10. Respondents hereby expressly waive any relevant statute of limitations and application of the doctrine of laches for purposes of any enforcement of this Order.
11. This Order constitutes the entire agreement of the parties with respect to the matters referred to herein, and it may not be amended or modified except by an amended order signed by all the parties hereto.
12. This Order shall be final upon execution by the Insurance Department. Only the Insurance Commissioner or his duly authorized delegee is authorized to bind the Insurance Department with respect to the matters addressed herein, and this Consent Order is not effective until executed by the Insurance Commissioner or his delegee.

BY:



JEFFREY S. MAJOR individually and on
behalf of THE MAJOR GROUP, INC.,
Respondents



TERRANCE A. KEATING
Deputy Chief Counsel
On behalf of the Commonwealth of
Pennsylvania Insurance Department