

STATE OF ARIZONA

DEPARTMENT OF INSURANCE AND FINANCIAL INSTITUTIONS

In the Matter of:

SIMON B. THOMMEN
(National Producer No. 18528875)

and

UNI ADJUSTING GROUP, LLC
(National Producer No. 18750283)

Respondents.

No. 22A-025-INS

CONSENT ORDER

The Arizona Department of Insurance and Financial Institutions (“Department”) has received evidence that **Simon B. Thommen** (“Thommen”) and **UNI Adjusting Group, LLC** (“UNI”), collectively “**Respondents**,” violated provisions of Title 20, Arizona Revised Statutes (“A.R.S.”). Respondents wish to resolve this matter without the commencement of formal proceedings, admit the following Findings of Fact are true, and consent to the entry of the following Conclusions of Law and Order.

FINDINGS OF FACT

1. The Department issued an Arizona resident adjuster’s license to Thommen on September 5, 2017. Thommen’s license is scheduled to expire on November 30, 2024.

2. Thommen’s addresses of record with the Department are: 2152 S. Vineyard, #136, Mesa, Arizona 85210 (business); 5113 W. Columbine Dr., Glendale, Arizona 85304 (mailing and residence); and simont@uniag.net (email).

1 3. The Department issued an Arizona resident adjuster’s license to UNI on April
2 5, 2018. UNI’s license expired on April 30, 2022.

3 4. UNI’s addresses of record with the Department are: 2131 S. Luther, Mesa,
4 Arizona 85209 (business); 9221 E. Baseline Rd., Ste. 109, Mesa, Arizona 85209; and
5 simon@selectadjusters.com (email).

6 5. Thommen is the Designated Producer for UNI.

7 6. From June 2021 through May 2022, the Department received at least 10
8 complaints against UNI from Arizona consumers.

9 7. The consumer complaints collectively indicate a pattern of the following:

10 a. UNI advises a homeowner who appears to have roof damage that UNI
11 can provide public adjusting services to assist the homeowner with
12 getting the roof repaired or replaced. According to UNI, new clients
13 receive a welcome packet and the New Client Service Agreement that
14 explains the public adjuster process and provides what services are
15 provided under the agreement. According to UNI, the welcome packet
16 outlines the client’s responsibilities throughout the duration of the
17 contract.

18 b. When the homeowner agrees to engage UNI’s services, the
19 homeowner signs a Letter of Representation (“LOR”) which notifies
20 the homeowner’s insurance company that UNI will be providing
21 public adjusting services. The insurance company is directed to
22 “make all settlement payments payable and endorsable to ‘UNI

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Adjusting Group, LLC’ as an additional payee, and remit all payments, settlement documents and all other correspondence to UNI...”

- c. The homeowner also signs a New Client Service Agreement (“Agreement”) which includes the following terms:
 - o The client [homeowner] is to “Sign all insurance checks within 10 days of The Company [UNI] receiving the check from the insurance company. The Company will deposit all insurance settlement funds into their account and hold those funds until which time that the claim is fully settled.”
- d. “The Company [UNI] agrees to perform the services outlined in this agreement for a fee of 20% of the total replacement cost value (RCV) amount of the insurance final claim settlement amount...” The agreement does not outline what services UNI will perform. UNI claims that the welcome package outlines the services UNI will perform under the agreement.
- e. After UNI receives the insurance settlement funds, the consumers in this complaint were not able to or had difficulties reaching UNI by either telephone or email, the roofs remain unrepaired, and some homeowners are unable to initiate repairs on their own without access to the settlement funds. UNI claims that their office was completely closed for an extended period of time due to the global pandemic.

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Combs/Sonoran Sky Contracting Complaint

8. On November 12, 2021, Aaron Combs (“Combs”) submitted a complaint to the Department alleging that UNI created forged contracts with consumers by altering existing contracts that Combs’ company created for other consumers.

9. Combs, owner of Sonoran Sky Contracting (“SSC”), worked with UNI replacing roofs when a homeowner’s insurance company agreed to pay for roof replacement. “When prompted by UNI to create a contract for a homeowner, SSC would do so using information from UNI. SSC would send the new contract to UNI and UNI would have the homeowner review/sign, then UNI would scan/email the signed contract to SSC. In addition to paying the SSC the ACV (essentially a deposit) funds that UNI had received from the homeowner’s insurance, the signed contract was what was needed for SSC to begin the roof replacement process.”

10. Combs stated SSC received calls from three different homeowners asking when their roof would be replaced. SSC did not have record of the homeowners in their system.

11. SSC asked the homeowners to text a photo of their contract and SSC determined the contracts had been altered.

12. Combs met with a UNI employee who told Combs that UNI “had created the forged contract & others because SSC was [*sic*] allegedly took too long to get contracts

1 back & in some cases a homeowner’s insurance would need to see a contract before they
2 would send funds.”

3 Cobb Complaint

4 13. On December 14, 2021, Tyrus Cobb (“Cobb”) submitted a complaint to the
5 Department alleging UNI mishandled his “insurance filing” and did not return phone calls.

6 14. Cobb signed a LOR with UNI on May 1, 2019. Cobb’s insurance company
7 issued four checks totaling \$5,514.20 for Cobb’s roof replacement between May 29, 2019
8 and November 17, 2020. All four checks were deposited by UNI. On April 7, 2021, Cobb
9 wrote a personal check to UNI to cover his insurance deductible.

10 15. Cobb states, “UNI . . . mishandled my insurance filing so egregiously that
11 UNI literally expired a 2 year window for the work to be completed and now I have to pay
12 the roofer out of pocket for the \$5,678.53 remaining unpaid for the work they did. UNI did
13 not return my phone calls and continue to not answer their phone.”

14 16. After substantial delays, the repairs on the roof were completed and UNI
15 issued payments to the repair company. UNI claims any delay in communication was due
16 to office closures and limited staffing due to the pandemic.

17 Coon Complaint

18 17. On December 28, 2021, Edward Coon (“Coon”) submitted a complaint to the
19 Department stating, “We tried several times calling and emailing them [UNI], but still
20 never received a response. They have our insurance money and they never installed our
21 new roof.”

1 18. Coon signed a LOR with UNI on June 2, 2021. Coon’s insurance company
2 issued two checks to UNI totaling \$13,334.83 on July 28, 2021. Both checks were
3 deposited by UNI.

4 19. On January 18, 2022, UNI issued a check to Coon in the amount of
5 \$10,214.33 for “claim funds minus fees.”

6 Fernandez Complaint

7 20. On January 13, 2022, Gregory Fernandez (“Fernandez”) submitted a
8 complaint to the Department on behalf of his mother, Helen Fernandez (“Helen”) alleging
9 UNI failed to provide services and failed to respond to calls and emails.

10 21. Helen signed a LOR with UNI on October 17, 2020. Helen’s insurance
11 company issued a check for \$2,776.82 to Helen and UNI on November 7, 2020. The check
12 was deposited by UNI.

13 22. Fernandez states, “I have contacted them by phone and have never received a
14 response. I must have left at least 6 messages.” “I contacted State Farm insurance and they
15 confirmed that they have an approved amount however they can only cut the check to UNI
16 and I must obtain a release from them. I . . . don’t know how to obtain a release if they
17 aren’t calling me back.” UNI claims that it closed its office for an extended period due to
18 the global pandemic which led to the delay in communicating with its clients.

19 23. On February 2, 2022, UNI issued a check to Helen in the amount of \$232.85
20 for “claim funds minus fees.”

21 Sanchez Complaint

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1 24. On January 26, 2022, Debra and Jesus Sanchez (the “Sanchezes”) submitted
2 a complaint to the Department alleging UNI failed to provide services and failed to respond
3 to calls and emails.

4 25. Jesus Sanchez signed a LOR with UNI on September 4, 2021. The Sanchez’s
5 insurance company issued a check for \$7,239.25 to the Sanchezes and UNI on October 11,
6 2021. The check was deposited by UNI.

7 26. The Sanchezes state the last communication they had with UNI was on
8 November 13, 2021, when UNI said they would be contacting them soon “to go over colors
9 and set an appointment to have the work done.” Jesus Sanchez states, “I have tried calling
10 multiple times and it always goes to a message that says the mailbox is full and cannot take
11 any messages.” UNI claims that it closed its office for an extended period due to the global
12 pandemic which led to the delay in communicating with its clients.

13 27. On February 3, 2022, UNI issued a check to the Sanchezes in the amount of
14 \$5,591.40 for “claim funds minus fees.”

15 Nolan Complaint

16 28. On January 26, 2022, Patrick Nolan (“Nolan”) submitted a complaint to the
17 Department alleging UNI failed to provide services and failed to respond to calls and
18 emails.

19 29. Nolan signed a LOR with UNI on July 27, 2021. Nolan’s insurance company
20 issued a check for \$22,209.09 on August 12, 2021. The check was deposited by UNI.

21 30. Nolan states, “I called repeatedly over the next few months [and] each time I
22 was dumped into their voicemail, and received no response.” UNI claims that it closed its

1 office for an extended period due to the global pandemic which led to the delay in
2 communicating with its clients.

3 31. On February 3, 2022, UNI issued a check to Nolan in the amount of
4 \$17,174.26 for “claim funds minus fees.”

5 Cardona Complaint

6 32. On January 27, 2022, Agustin Cardona (“Cardona”) submitted a complaint to
7 the Department alleging UNI failed to provide services and failed to respond to calls and
8 emails.

9 33. Cardona signed a LOR with UNI on January 18, 2021. Cardona’s insurance
10 company issued a check for \$15,469.11, which UNI took possession of on July 21, 2021.

11 34. Cardona states, “I have made endless efforts to communicate with UNI . . . by
12 phone and e-mails to no avail.” UNI claims that it closed its office for an extended period
13 due to the global pandemic which led to the delay in communicating with its clients.

14 35. On February 3, 2022, UNI issued a check to Cardona in the amount of
15 \$10,370.28 for “claim funds minus fees and App fee.”

16 Carr Complaint

17 36. On February 2, 2022, Corrie Carr (“Carr”) submitted a complaint to the
18 Department alleging UNI failed to provide services and failed to respond to calls and
19 emails.

20 37. Carr signed a LOR with UNI on July 31, 2021. Carr’s insurance company
21 issued a check for \$1,165.72 to Casey Carr and UNI on August 30, 2021.

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1 38. Carr states, “We signed over a check for \$1,100.00 from our insurance
2 company (American Family) October 2021 [to UNI]. After several months of no contact[.]
3 We reached out to them [UNI], and left messages . . . No return phone call. We then sent
4 emails with no response, and a written letter with no response.” UNI claims that it closed
5 its office for an extended period due to the global pandemic which led to the delay in
6 communicating with its clients. According to UNI, no money is owed to Carr.

7 Ortiz Complaint

8 39. On March 16, 2022, Candelaria Ortiz (“Ortiz”) submitted a complaint to the
9 Department alleging UNI failed to provide services and failed to respond to calls and
10 emails. UNI claims that it closed its office for an extended period due to the global
11 pandemic which led to the delay in communicating with its clients.

12 40. Ortiz signed a LOR with UNI on January 7, 2020. Ortiz’s insurance
13 company issued two checks totaling \$4,431.69 between January 28, 2020 and September
14 23, 2020. Both checks were deposited by UNI. On February 8, 2021, Ortiz paid \$600.00
15 cash to UNI to cover the insurance deductible. According to UNI, no money is owed to
16 Ortiz.

17 Gilbert Complaint

18 41. On May 2, 2022, Samantha Gilbert (“Gilbert”) submitted a complaint to the
19 Department alleging UNI failed to provide services and failed to respond to calls and
20 emails. UNI claims that it closed its office for an extended period due to the global
21 pandemic which led to the delay in communicating with its clients.

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1 42. Gilbert signed a LOR with UNI on January 13, 2022. Gilbert’s insurance
2 company issued a check for \$5,608.36, which UNI took possession of on February 23,
3 2022.

4 43. Gilbert states, “I have called numerous times and left numerous voicemails
5 and have yet to receive a call back.” UNI claims no money is owed to Gilbert.

6 Felipe Minjares Complaint

7 44. On June 16, 2022, Felipe Minjares (“Minjares”) submitted a complaint to the
8 Department alleging UNI failed to provide services and failed to respond to calls and
9 emails.

10 45. Minjares signed a LOR with UNI on or about in January 2022. Minjares’
11 insurance company issued a check for \$10,006.52, UNI did not take possession of this
12 check or communicate further with Minjares regarding the agreement.

13 46. Minjares attempted to reach UNI by phone on several occasions over the next
14 six months for status updates. UNI claims that it closed its office for an extended period
15 due to the global pandemic which led to the delay in communicating with its clients.

16 47. Minjares attempted to reach UNI in person by going to UNI’s place of
17 business and found a notice of eviction on the door.

18 48. UNI reached out to Minjares on July 14, 2022 to request to pick up the
19 insurance check.

20 49. Later that same day, UNI provided Minjares the Letter of Cancellation.
21 Additionally, UNI claims that in this case, payment was not received for their public
22 adjusting services.

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Examination Under Oath

50. On April 15, 2022, in response to a subpoena issued by the Department, Thommen appeared at the Department with his attorney for an Examination Under Oath. Thommen invoked his Fifth Amendment rights and refused to answer questions.

CONCLUSIONS OF LAW

51. The Director has jurisdiction over this matter.

52. The Department retains authority to enforce A.R.S. Title 20 and impose any penalty or remedy authorized by law against Respondents even if Respondents' licenses have lapsed by operation of law, within the meaning of A.R.S. § 20-295(H).

53. Respondents' conduct, as described above, constitutes violating any provision of Title 20, or any rule, subpoena or order of the Director, within the meaning of A.R.S. § 20-295(A)(2).

54. Respondents' conduct, as described above, constitutes improperly withholding, misappropriating or converting any monies or properties received in the course of doing insurance business, within the meaning of A.R.S. § 20-295(A)(4).

55. Respondents' conduct, as described above, constitutes using fraudulent, coercive or dishonest practices, or demonstrating incompetence, untrustworthiness or financial irresponsibility in the conduct of business in this state or elsewhere, within the meaning of A.R.S. § 20-295(A)(8).

56. Grounds exist for the Director to suspend, revoke, or refuse to renew Respondents' adjuster's license, pursuant to A.R.S. § 20-295(A)(2), (A)(4) and (A)(8).

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ORDER

IT IS HEREBY ORDERED THAT:

57. Simon B. Thommen’s Arizona adjuster’s license, National Producer Number 18528875, is revoked effective immediately.

58. UNI Adjusting Group, LLC’s Arizona adjuster’s license, National Producer Number 18750283, is revoked effective immediately.

59. Simon B. Thommen agrees not to apply for a new adjuster license with the Department for five years from the date of this order.

60. Simon B. Thommen agrees not to adjust, investigate or negotiate settlement of claims arising under property and casualty insurance contracts on behalf of either the insurer or the insured or other hold himself out to perform such service, while unlicensed.

Effective this 23rd day of December, 2022.



Evan G. Daniels, Director
Arizona Department of Insurance and Financial Institutions

1 **CONSENT TO ORDER**

2 1. Respondents acknowledge that they been served with a copy of the foregoing
3 Consent Order in the above-referenced matter, have read it, are aware of their right to an
4 administrative hearing in this matter and have knowingly and voluntarily waived that right.

5 2. Respondents accept the personal and subject matter jurisdiction of the
6 Department over them in this matter.

7 3. Respondents acknowledge that no promise of any kind or nature has been
8 made to induce them to sign the Consent to Order and they have done so knowingly and
9 voluntarily.


10 4. Respondents acknowledge and agree that the acceptance of this Consent to
11 Order by the Director is solely to settle this matter and does not preclude the Department
12 from instituting other proceedings as may be appropriate now or in the future. Furthermore,
13 and notwithstanding any language in this Consent Order, this Consent Order does not
14 preclude in any way any other state agency or officer or political subdivision of this state
15 from instituting proceedings, investigating claims, or taking legal action as may be
16 appropriate now or in the future relating to this matter or other matters concerning
17 Respondent, including but not limited to violations of Arizona's Consumer Fraud Act.
18 Respondents acknowledge that, other than with respect to the Department, this Consent
19 Order makes no representations, implied or otherwise, about the views or intended actions
20 of any other state agency or officer or political subdivision of the state relating to this matter
21 or other matters concerning Respondents.

1 5. Respondents waive all rights to seek an administrative or judicial review or
2 otherwise to challenge or contest the validity of this Consent Order and its accompanying
3 parts before any court of competent jurisdiction.

4 6. Respondents acknowledge that this Consent Order is an administrative action
5 that the Department will report to the National Association of Insurance Commissioners
6 (NAIC). Respondents further acknowledge that they must report this administrative action
7 to any and all states in which Respondents hold an insurance license and must disclose this
8 administrative action on any license application.

9 7. Simon B. Thommen represents that he is the Designated Responsible
10 Licensed Producer of UNI Adjusting Group LLC. and is authorized to sign this Consent
11 Order on behalf of UNI.

12
13 9-9-2022
DATE



SIMON B. THOMMEN
(NATIONAL PRODUCER NO. 18528875)

14
15 9-9-2022
DATE



UNI ADJUSTING GROUP, LLC
(NATIONAL PRODUCER NO. 18750283)

1 COPY of the foregoing delivered via email: 1
this 23rd day of December, 2022, to:

2 †

3 John K. Dosdall
4 Jackson White PC
40 N. Central St., Suite 200
5 Mesa, AZ 85201
Attorney for Respondent

6 COPY of the foregoing delivered/mailed same date, to:

7 Deian Ousounov, Assistant Director
8 Gio Espinosa, Regulatory Legal Affairs Officer
8 Ana Starcevic, Paralegal Project Specialist
Catherine O'Neil, Consumer Regulatory Affairs Officer
9 Steven Fromholtz, Division Manager, Licensing
Linda Lutz, Legal Assistant, Licensing
10 Aqueelah Currie, Supervisor, Licensing
Michael Vukson, Investigator
11 Arizona Department of Insurance and Financial Institutions
100 North 15th Avenue, Suite 261
12 Phoenix, Arizona 85007-2630

13 Ana Starcevic

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