

**STATE OF MAINE
BUREAU OF INSURANCE**

In re:)
BASLOE LEVIN & CUCCARO, LTD)
d/b/a BLC)
Maine License # AFN 69120)
) **CONSENT AGREEMENT**
Docket No. INS-10-205)

INTRODUCTION

This document is a Consent Agreement authorized by 10 M.R.S. § 8003(5)(B) and entered into among and between BASLOE LEVIN & CUCCARO, LTD ("BLC"), a New York adjusting firm with a branch office in Maine; the Superintendent of the Maine Bureau of Insurance; and the Office of the Maine Attorney General. Its purpose is to resolve, in lieu of an adjudicatory proceeding, a violation of the Maine Insurance Code for which the Superintendent may impose discipline, including license revocation, pursuant to 24-A M.R.S. §§ 1417 and 1476.

PARTIES

1. The Superintendent of Insurance is the official charged with administering and enforcing Maine's insurance laws. The Superintendent has jurisdiction over this matter pursuant to the Insurance Code generally, Title 24-A Maine Revised Statutes, and in particular 24-A M.R.S. §§ 12-A, 211, and 229.
2. BLC has been licensed in Maine as an insurance adjuster business entity since 2000. Its Maine Adjuster Business Entity Number is AFN 69120.

APPLICABLE LAW

3. Under 24-A M.R.S. § 1417(1)(B) and 10 M.R.S. § 8003(5)(A), after notice and opportunity for hearing, the Superintendent may place on probation, suspend, revoke, or refuse to issue or renew an insurance adjuster's license (including a business entity license), may levy a civil penalty in accordance with 24-A M.R.S. § 12-A, and may take any combination of such actions, for violation of any provision of the Insurance Code or rules promulgated thereunder. Pursuant to 10 M.R.S. § 8003(5)(B), the Superintendent may resolve a complaint by entering into a consent agreement among and between the Bureau of Insurance, a licensee, and the Attorney General.
4. Title 24-A M.R.S. § 1476(1) provides: "An adjuster seeking to provide adjusting services to an insured for a fee to be paid by the insured may not solicit or offer an adjustment services contract to any person for at least 36 hours after an accident or occurrence as a result of which the person might have a potential claim."

FACTS

5. The home of insureds Mr. and Mrs. W. of Lakeville, Maine burned on October 28, 2009. The couple's emergency call to 911 was placed at approximately 10:30 A.M.
6. Coleman Walsh, an employee of BLC, solicited Mr. and Mrs. W. by telephone for the provision of public adjuster services, on October 29, 2009 at approximately 4:00 P.M. The solicitation occurred less than 36 hours after the fire at the couple's home and the 911 call reporting that fire.
7. Mr. Walsh has acknowledged in a Consent Agreement with the Bureau and the Attorney General that by the conduct described in ¶¶ 5 and 6 above he violated 24-A M.R.S. § 1476(1).

COVENANTS

8. BLC admits the facts stated in ¶¶ 5 through 7 above, admits that it is vicariously liable for Mr. Walsh's conduct described in ¶¶ 5 and 6 above, and admits that facts stated in ¶¶ 5 through 7 above constitute a basis for imposing discipline against it.
9. At the time of executing this Consent Agreement, BLC will remit to the Maine Bureau of Insurance a civil penalty in the amount of \$10,000.00 payable to the Treasurer of the State of Maine.
10. BLC shall immediately institute a company protocol satisfactory to the Superintendent for recording the exact time between every accident or occurrence for which it solicits an adjustment services contract and such solicitation. BLC shall maintain records created through this protocol for a minimum period of three years. BLC shall make these records available to the Superintendent upon request.
11. No later than 21 days after the Superintendent's approval of this Consent Agreement, BLC shall provide the Bureau of Insurance:
 - a. Every record regarding Mr. Walsh's solicitation of Mr. and Mrs. W.;
 - b. Every record of communications between Mr. Walsh and BLC or any of its employees, officers, directors, agents, attorneys, or any other person acting for it regarding Mr. Walsh's solicitation of Mr. and Mrs. W.;
 - c. Every record of communications between Mr. Walsh and BLC or any of its employees officers, directors, agents, attorneys, or any other person acting for it regarding Mr. Walsh's Consent Agreement;
 - d. Every record of communications between Mr. Walsh and BLC or any of its employees officers, directors, agents, attorneys, or any other person acting for it regarding this Consent Agreement;
 - e. A complete listing of Mr. Walsh's both successful and unsuccessful solicitations for provision of public adjuster services from June 30, 2007 to September 1, 2010, which listing shall include:
 - i. The names, addresses, and telephone numbers of persons solicited;
 - ii. The date and time of the accident or occurrence resulting in each solicitation; and
 - iii. The date and time of each solicitation.

Obligations for record production set forth in this paragraph are to be construed in the broadest possible manner.

12. BLC shall abide fully with the provisions of 24-A M.R.S. § 1476(1).
13. For every violation of this Consent Agreement, BLC shall be subject to a monetary penalty of \$10,000.00, in addition to any other sanction available under the law.
14. The parties to this Consent Agreement understand that nothing herein shall affect any right or interest which any person not a party to this Agreement may possess.
15. In return for BLC's execution of this Consent Agreement, the Superintendent and the Attorney General agree that no further action will be initiated against it by the Bureau of Insurance or the Attorney General for the specific violation of law described in ¶¶ 5 through 7 above, unless it fails to comply with the terms and conditions of this Consent Agreement. This Consent Agreement does not preclude the State of Maine or any of its agencies from seeking in any forum any remedy for illegal conduct by BLC other than the specific violation of law resolved through this Consent Agreement.
16. This Consent Agreement is enforceable by an action in Maine Superior Court.
17. This Consent Agreement is not subject to appeal. BLC waives any right it may have to appeal the matters that are the subject of this Consent Agreement.
18. This Consent Agreement may be modified only by a written agreement executed by all of the parties hereto. Any decision to modify, continue, or terminate any provision of this Consent Agreement rests in the discretion of the Superintendent and the Attorney General.
19. This Consent Agreement is a public record subject to the provisions of the Maine Freedom of Access Law, 1 M.R.S. §§ 401 through 410; will be available for public inspection and copying as provided for by 1 M.R.S. § 408; and will be reported to the National Association of Insurance Commissioners' "RIRS" database.
20. By the duly-authorized signature of its representative on this Consent Agreement, BLC indicates that it has consulted with counsel before signing the Agreement or has knowingly and voluntarily decided to proceed in this matter without consulting counsel, that it understands the Agreement, and that it enters into the Agreement voluntarily and without coercion of any kind from any person.

SIGNATURES

BASLOE LEVIN & CUCCARO LTD.

Dated: October 13, 2010

By: Ronald A. Cuccaro
(Printed Name)

Its: President

THE MAINE BUREAU OF INSURANCE

Dated: October 18, 2010

Mila Kofman, Superintendent

OFFICE OF THE MAINE ATTORNEY GENERAL

Dated: October 15, 2010

James M. Bowie
Assistant Attorney General