

BEFORE THE IOWA INSURANCE COMMISSIONER

IN THE MATTER OF)	
)	Division Case No. 109646
GROVE EXTERIORS, LLC D/B/A)	
123 EXTERIORS,)	CONSENT TO CEASE AND
)	DESIST ORDER
)	
Respondent.)	

NOW THEREFORE, upon the motion of the Iowa Insurance Division (“Division”) and by the consent of the Respondent, Grove Exteriors, LLC d/b/a 123 Exteriors, pursuant to the provisions of Iowa Code chapter 522C—Licensing of Public Adjusters, Iowa Code chapter 507B—Insurance Trade Practices, and Iowa Administrative Code chapter 191—55 Licensing of Public Adjusters, the Commissioner enters the following Consent to Cease and Desist Order (“Consent Order”):

I. PARTIES AND JURISDICTION

1. The Commissioner of Insurance, Douglas M. Ommen, directly and through his designees, administers and enforces Iowa Code chapter 522C—Licensing of Public Adjusters, Iowa Code chapter 507B—Insurance Trade Practices, and Iowa Administrative Code chapter 191—55 Licensing of Public Adjusters.
2. Grove Exteriors, LLC (“Grove Exteriors”) is a foreign Limited Liability Company organized in Ohio and authorized to do business in Iowa by the Iowa Secretary of State. Its principal office is located at 635 Park Meadow Road, Suite 215, Westerville, Ohio.
3. Fred Grove is the sole member-owner of Grove Exteriors.
4. Grove Exteriors filed its certificate of Authority with the Iowa Secretary of State on February 24, 2020.

5. Grove Exteriors' registered agent is InCorp Services, Inc., 400 Locust Street, Suite 400, Des Moines, Iowa 50309.

6. Mr. Grove purchased certain assets, including current and prospective projects and contracts of 123 Exteriors, Inc. ("123 Exteriors, Inc.") on April 28, 2020, which was a separate company based in Ohio owned by a third party and for which Mr. Grove acted as a general manager.

7. Grove Exteriors does business under its fictitious name of 123 Exteriors.

8. Grove Exteriors business location is at 4211 Glass Road NE, Suite A, Cedar Rapids, Iowa 52402.

9. Pursuant to Iowa Code § 505.28, Respondent has consented to the jurisdiction of the Commissioner of Insurance by committing acts governed by Iowa Code chapters 522C and 507B.

10. As set forth below, Respondent has engaged in acts and practices within the state of Iowa constituting cause for a summary order to cease and desist from engaging in such acts or practices and any other corrective action the Commissioner deems necessary and appropriate pursuant to Iowa Code §§ 505.8(10), 507B, and 522C and rules adopted pursuant to these chapters.

11. A Summary Cease and Desist Order was issued by the Commissioner on May 24, 2021.

12. Respondent filed a request for a hearing on June 22, 2021.

13. Respondent denies the findings of fact found or the conclusions of law found herein, but is willing to consent to entry of this Cease and Desist Order.

II. FINDINGS OF FACT

14. Grove Exteriors does not hold a business entity producer license as a public adjuster for Grove Exteriors or 123 Exteriors.

15. On May 24, 2021 when the Cease and Desist Order was issued, Grove Exteriors' website represented that "[w]e work with you and your insurance company to replace exterior materials that have been damaged by weather events."

16. Grove Exteriors' website further represented under a "How we help you" section the following:

- Assess the storm damage
- *File your insurance claim* (emphasis added)
- Stay on budget
- Restore your home's beauty
- Bring you peace of mind

17. On May 24, 2021 when the Cease and Desist Order was issued, Grove Exteriors' website "Resources" tab had a section stating "Need Help?" with the following language, "Filing a claim with your insurance company can seem like a daunting process. Our Customer Claims Department is available to help you every step of the way! If you have any questions, contact us at [phone number and 123 Exteriors email address]."

18. On May 16, 2019, Central and Eastern Iowa experienced a significant hail storm.

19. On May 16, 2019, Consumer Mr. M.S.'s home in Bettendorf, Iowa was damaged by this hail storm.

20. On May 16, 2019, Mr. M.S.'s home was covered by homeowner's insurance by American Strategic Insurance.

21. American Strategic Insurance is part of the Progressive Group of Insurance Companies ("ASI Progressive").

22. At an unknown date, an employee of 123 Exteriors, Inc. came Mr. M.S.'s residence uninvited asking if 123 Exteriors, Inc. could provide a free inspection of Mr. M.S.'s home for hail damage. Mr. M.S. gave 123 Exteriors, Inc. permission to inspect his property.
23. On June 6, 2019, 123 Exteriors, Inc. completed a damage inspection of Mr. M.S.'s home.
24. On June 24, 2019, a claim was filed with ASI Progressive related to damage to Mr. M.S.'s home caused by hail.
25. On June 24, 2019, Mr. M.S. signed an Insurance Contingency Agreement with 123 Exterior, Inc. containing the following language :

This agreement authorizes 123 Exteriors ("**Contractor**") to interact with Homeowner's property insurance carrier ("**Insurance Provider**") for the purpose of assisting Homeowner through the insurance claim process. This Contingency Agreement is contingent upon the Insurance Provider's inspection and approval of storm related damage to the property referenced above. This Contingency Agreement automatically becomes binding and enforceable upon the Insurance Provider's approval of Homeowner's total roofing and/or siding and/or gutters insurance claim ("**Insurance Claim**"). By signing below, Homeowner agrees that if the Insurance Claim is approved, Homeowner will execute a Project Contract with Contractor to authorize Contractor to perform the work and set forth the specifications of the work. It is understood by both parties that the Insurance Provider will set and determine the final price of the Insurance Claim, which includes Homeowner's insurance deductible ("**Approved Price**"). Homeowner will never pay more than his/her deductible unless materials are upgraded or additional work is requested by Homeowner above and beyond the Approved Price. *Homeowner acknowledges that Contractor is not a public adjuster and is not acting on Homeowner's behalf as a public adjuster. However, Homeowner understands that Contractor has, and will continue to, invest its time and expertise in assisting Homeowner during the insurance claim process. Homeowner further acknowledges that this provides a value to Homeowner. Therefore, if Homeowner cancels the Agreement after insurance approval but before the Project Contract is executed, Contractor reserves the right to charge Homeowner for its services at a rate of \$120 per hour or 10% of the Approved Price, whichever is greater.*

26. On June 24, 2019, 123 Exteriors Inc. also provided Mr. M.S. an Assignment of Insurance Claim and Direct Payment Authorization ("**Assignment of Benefits**") in which he signed. The

Assignment of Benefits “unconditionally and irrevocably assigns all right, title, interest and proceeds in, to and under Homeowner’s Insurance Claim (Claim No. [Mr. M.S. claim number])(the “*Claim*”), including Supplemental Funds, if any to Assignee ” and “Assignor hereby authorizes, consents to, and directs Assignor’s Insurance Provider to communicate with and discuss the Claim with Assignee.”

27. On August 26, 2019, Jill Masters from 123 Exteriors Inc. Customer Accounts and Claims sent an email to ASI Progressive stating, “[p]lease attach this AOC to claim [Mr. M.S. claim number]. Please send the Adjusters scope. I greatly appreciate your help.”

28. On September 11, 2019, Jill Masters from 123 Exteriors Inc. Customer Accounts and Claims sent the following email to ASI Progressive:

Hello,

Attached is the revised Xactimate, Diagram and Photos requested for the [Mr. M.S. property claim]. There were some missing items on the adjuster’s original estimate that needed to be corrected in order to restore the homeowner’s property appropriately.

They include the following:

- Siding-Additional SF and accessories-ITEL attached siding is discontinued
- Gutters & Downspouts – Additional LF

Thank you very much for taking the time to review this claim with me; I know you are probably swamped!

If you have any questions regarding any of these items, please feel free to give me a call at [phone number]. Let me know if there is anything else I am able to do in order to assist you with this claim.

Regards,

Jill Masters | Customer Accounts and Claims
123 Exteriors, Inc.

29. Due to weather, time of year, and scheduling conflicts, 123 Exteriors Inc. was unable to accomplish Mr. M.S.'s siding replacement prior to the winter of 2019.

30. On April 6, 2020, Mr. M.S. executed a Grove Exteriors Project Contract which required him to accept the below noted terms and conditions of the contract including:

...

5. ASSIGNMENT OF INSURANCE CLAIM AND DIRECT PAYMENT AUTHORIZATION. Upon approval of the Insurance Claim, as consideration for Contractor's performance of the Agreement, Homeowner agrees to execute and deliver to Contractor an Assignment of Insurance Claim and Direct Claim Payment Authorization, which assigns the proceeds of Homeowner's Insurance Claim to Contractor and authorizes Insurance Provider to pay the Insurance Claim directly to Contractor.

...

8. CANCELLATION FEE. Homeowner acknowledges that Contractor's efforts in obtaining approval of the Insurance Claim involves time and expense and provides value to Homeowner. Further, Contractor may reasonably rely on Homeowner's promises in order to procure materials and supplies. Accordingly, Homeowner agrees to pay Contractor for its services at a rate of \$120 per hour or 10% of the Approved Price, whichever is greater, as a Cancellation Fee in the event that Homeowner cancels this Agreement before work is commenced.

...

31. Grove Exteriors replaced Mr. M.S. home's siding and gutters, receiving payment from Mr. M.S. in conjunction with Mr. M.S.'s ASI Progressive homeowner's insurance claim.

32. On April 9, 2021, Grove Exteriors responded to a Division subpoena asking how the company interacted with customer's property insurance carriers for the purpose of assisting the customer through the insurance claim process. Grove Exteriors provided the following response:

- a. Make contact with homeowners and inspect their properties for storm damage.
- b. Provide the homeowner with a comprehensive damage report that includes photos.
- c. *If the damage warrants the replacement of the roofing and/or siding, we will assist the homeowner in contacting his/her insurance company and filing a claim. (emphasis added)*

- d. The insurance company sends an adjuster to the property, and we meet the adjuster at the property to show them our findings.
- e. If the adjuster agrees the damage warrants replacement, he/she will generate an estimate to have the items replaced.
- f. *We utilize a third party estimating firm to review the insurance carrier estimate for accuracy and send the insurance company our estimate.* (emphasis added)
- g. We replace the roofing and/or siding and/or gutters for the amount the insurance company allows. The homeowner will pay his or her deductible.
- h. We provide a 5-year labor warranty for roofs and siding (one-year for gutters).

33. On April 9, 2021, Grove Exteriors also provided the Division with a current copies of its Insurance Contingency Agreement and its Project Contract.

34. The Grove Exteriors' Insurance Contingency Agreement that was provided to the Division was identical to the 123 Exteriors Inc. Insurance Contingency Agreement Mr. M.S. executed on June 24, 2019.

35. The Grove Exteriors' Project Contract's Terms and & Conditions that was provided to the Division contained identical Assignment of Insurance Claim and Cancellation Fee terms and conditions clauses that were present Project Contract terms and conditions Mr. M.S. signed on April 6, 2020.

36. Grove Exteriors cooperated in the Division's investigation.

37. At the time of the execution of this Consent Order, Grove Exteriors represents that it was previously unaware of the applicable laws, but that, through the advice of counsel, it has removed the above noted unlawful language from its contract forms.

38. At the time of the execution of this Consent Order, Grove Exteriors has removed the above noted unlawful language from its website.

III. CONCLUSIONS OF LAW

COUNT I

Unlicensed Public Adjuster

39. Iowa Code § 522C.4 states a “person shall not operate as or represent that the person is a public adjuster in this state unless the person is licensed by the commissioner in accordance with this chapter.”

40. Iowa Code § 522C.2(7) provides that:

“Public adjuster” means any person who for compensation or any other thing of value acts on behalf of an insured by doing any of the following:

a. Acting for or aiding an insured in negotiating for or effecting the settlement of a first-party claim for loss or damage to real or personal property of the insured.

b. Advertising for employment as a public adjuster of first-party insurance claims or otherwise soliciting business or representing to the public that the person is a public adjuster of first-party insurance claims for loss or damage to real or personal property of an insured.

c. Directly or indirectly soliciting business investigating or adjusting losses, or advising an insured about first-party claims for loss or damage to real or personal property of the insured.

41. On May 24, 2021 when the Cease and Desist Order was issued, Respondent’s website represented that Respondent will “file your insurance claim” and that Respondent has a “Customer Claims Department [that] is available to help you every step of the way!” Respondent was advertising that it aides insureds in effecting the settlement of first-party claims for loss or damage to real or personal property of the insureds and is representing that it advises insureds about first-party claims for loss or damage to real or personal property of the insureds.

42. Respondent and its employee, agent, or representative acted for or aided an insured in negotiating for or effecting the settlement of a first-party claim for loss or damage to real or personal property of the insured when Jill Masters sent an email from a 123 Exteriors email to ASI

Progressive requesting corrections ASI Progressive's original estimate to restore Mr. M.S.' property appropriately.

43. Respondent admitted in a response to a Division subpoena that "[i]f the damage warrants the replacement of the roofing and/or siding, we will assist the homeowner in contacting his/her insurance company and filing a claim." Respondent admitted to aiding insureds in effecting the settlement of a first-party claim for loss or damage to real or personal property of the insured and/or is advising insureds about first-party claims for loss or damage to real or personal property of the insureds.

44. Respondent admitted in a response to a Division subpoena that "[w]e utilize a third party estimating firm to review the insurance carrier estimate for accuracy and send the insurance company our estimate." Respondent admitted to a practice that acts for, aides an insured in negotiating, or effects the settlements of first-party claims for loss or damage to real or personal property of the insureds.

45. Respondent's acts and practices have been in violation of Iowa Code § 522C.4, subjecting Respondent to an order requiring Respondent to cease and desist from engaging in such acts or practices and any other corrective action the Commissioner deems necessary and appropriate pursuant to Iowa Code §§ 505.8, 507A, and 507.

COUNT II
Unfair Trade Practices

46. Under Iowa Code § 507B.4(3) "a person shall not engage in this state in any trade practice which is defined in this chapter as, or determined pursuant to section 507B.6 to be, an unfair method of competition, or an unfair or deceptive act or practice in the business of insurance."

47. Iowa Code § 103A.71(3) provides:

A residential contractor shall not represent or negotiate on behalf of, or offer or advertise to represent or negotiate on behalf of, an owner or possessor of residential real estate on any insurance claim in connection with the repair or replacement of roof systems, or the performance of any other exterior repair, exterior replacement, or exterior reconstruction work on the residential real estate.

48. In the Matter of 33 Carpenters Construction, Inc., the Commissioner concluded,

We agree that Iowa Code § 103A.71(3), which lists activities that a residential contractor is forbidden from doing, prohibits residential contractors from acting as public adjusters. *33 Carpenters Constr., Inc. v. State Farm Life & Cas. Co.*, 939 N.W.2d at 80. Further, we conclude Iowa's Insurance Trade Practices law would prohibit as an unfair practice any public adjuster or residential contractor from doing indirectly what the law prohibits directly.

In the Matter of 33 Carpenters Construction, Inc., No. 105269 (Iowa Ins. Div., Apr. 19, 2021).

49. Iowa Code § 515.137A is known as the Insured Homeowner's Protection Act.

50. Iowa Code § 515.137A(3) provides:

A post-loss assignment by a named insured of rights or benefits to a residential contractor under a property and casualty insurance policy insuring residential real estate shall be subject to all of the following requirements:

a. The assignment shall only authorize a residential contractor to be named as a co-payee for the payment of benefits under a property and casualty insurance policy covering residential real estate.

b. The assignment shall include all of the following:

(1) An itemized description of the work to be performed.

(2) An itemized description of the materials, labor, and fees for the work to be performed.

(3) A total itemized amount to be paid for the work to be performed.

c. The assignment shall include a statement that the residential contractor has made no assurances that the claimed loss will be fully covered by an insurance contract and shall include the following notice in capitalized fourteen point type:

YOU ARE AGREEING TO GIVE UP CERTAIN RIGHTS YOU HAVE UNDER YOUR INSURANCE POLICY. PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING. THE ITEMIZED DESCRIPTION OF THE WORK TO BE DONE SHOWN IN THIS

ASSIGNMENT FORM HAS NOT BEEN AGREED TO BY THE INSURER. THE INSURER HAS THE RIGHT TO PAY ONLY FOR THE COST TO REPAIR OR REPLACE DAMAGED PROPERTY CAUSED BY A COVERED PERIL.

d. The assignment shall include the following notice in capitalized fourteen point type located in the immediate proximity of the space reserved in the assignment for the signature of the named insured:

YOU MAY CANCEL THIS ASSIGNMENT WITHOUT PENALTY WITHIN FIVE (5) BUSINESS DAYS FROM THE LATER OF THE DATE THE ASSIGNMENT IS EXECUTED OR THE DATE ON WHICH YOU RECEIVE A COPY OF THE EXECUTED ASSIGNMENT. YOU MUST CANCEL THE ASSIGNMENT IN WRITING AND THE CANCELLATION MUST BE DELIVERED TO (name and address of residential contractor as provided by the residential contractor). IF MAILED, THE CANCELLATION MUST BE POSTMARKED BEFORE THE FIVE (5) BUSINESS DAY DEADLINE. IF YOU CANCEL THIS ASSIGNMENT, THE RESIDENTIAL CONTRACTOR HAS UP TO TEN (10) BUSINESS DAYS TO RETURN ANY PAYMENTS OR DEPOSITS YOU HAVE MADE.

e. The assignment shall not impair the interest of a mortgagee listed on the declarations page of the property and casualty insurance policy which is the subject of the assignment.

f. The assignment shall not prevent or inhibit an insurer from communicating with the named insured or mortgagee listed on the declarations page of the property and casualty insurance policy that is the subject of the assignment.

g. A copy of the executed assignment shall be provided to the insurer of the residential real estate within five business days after execution of the assignment.

h. The named insured has the right to cancel the assignment for any reason within five business days from the later of the date the assignment is executed or the date on which the named insured receives a copy of the executed assignment. The cancellation must be made in writing. Within ten business days of the date of the written cancellation, the residential contractor shall tender to the named insured, the land owner, or the possessor of the real estate, any payments, partial payments, or deposits that have been made by such person.

51. On May 24, 2021, when the Cease and Desist Order was issued, Respondent's Assignment of Insurance Claim and Direct Payment Authorization did not comply 515.137A. Respondent was directly violating the Insured Homeowner's Protection Act aimed at protecting insured

homeowners, thereby committing an unfair method of competition, or an unfair or deceptive act or practice in the business of insurance.

52. Respondent's Insurance Contingency Agreement language was as follows:

Homeowner acknowledges that Contractor is not a public adjuster and is not acting on Homeowner's behalf as a public adjuster. However, Homeowner understands that Contractor has, and will continue to, invest its time and expertise in assisting Homeowner during the insurance claim process. Homeowner further acknowledges that this provides a value to Homeowner. Therefore, if Homeowner cancels the Agreement after insurance approval but before the Project Contract is executed, Contractor reserves the right to charge Homeowner for its services at a rate of \$120 per hour or 10% of the Approved Price, whichever is greater.

The language was an indirect attempt by Respondent be paid as public adjuster for "invest[ing] its time and expertise in assisting Homeowner during the insurance claim process" in the event the consumer picks a different contractor after the insurance company approves payment for repairs listed in 123 Exteriors estimate.

53. Respondent's Insurance Contingency Agreement was an unfair method of competition, or an unfair or deceptive act or practice in the business of insurance.

54. Respondent's acts and practices have been in violation of Iowa code § 507B.3, subjecting Respondent to an order requiring respondent to cease and desist from engaging in such acts or practices and any other corrective action the Commissioner deems necessary and appropriate pursuant to Iowa Code §§ 505.8, and 507B.7.

IV. POLICY REASONS

55. The purpose of a public adjuster is to assist the insured in negotiating a fair settlement of an insurance claim. A public adjuster's license imputes specific duties of care and statutory responsibilities that a public adjuster must follow in serving the interests of the insured. An unlicensed public adjuster is not bound by such duties of care nor are they required to serve the best interests of the insured, therefore, it is in the public interest for the Commissioner to enforce

the insurance laws of this state that require all persons acting as public adjusters be properly licensed.

56. Iowa's Unfair Trade Practices statute prohibits unfair acts and practices that offend public policy as established by law and are likely to cause substantial injury to consumers.

V. ORDER

WHEREFORE, IT IS ORDERED pursuant to the powers granted to the Commissioner of Insurance by Iowa Code chapters 505, 507B, and 522C:

- A. Respondent shall not, in the state of Iowa, do any of the following:
 - (1) Act for or aid an insured in negotiating for or effect the settlement of a first-party claim for loss or damage to real or personal property of the insured;
 - (2) Advertise for employment as a public adjuster of first-party insurance claims or otherwise solicit business or represent to the public that the person is a public adjuster of first-party insurance claims for loss or damage to real or personal property of an insured; or
 - (3) Directly or indirectly solicit business investigating or adjusting losses, or advising an insured about first-party claims for loss or damage to real or personal property of the insured.

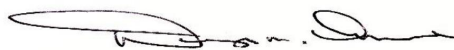
- B. Pursuant to Iowa Code §522C.6, Respondent, and any unlicensed employees, agents, or contracted parties working on Respondent's behalf, shall cease and desist from any and all acts or practices in the state of Iowa that require licensure as a public adjuster;

- C. Respondent and its agents, representatives, employees and officers may perform any of the following acts without violating Iowa Code §522C.6:
 - (1) Solicit and offer repair or reconstruction services to homeowners or business owners;
 - (2) Offer opinion to an insured homeowner or business owner as to whether damage was caused by wind, hail, storm or other incident normally covered by an insurance policy;
 - (3) Prepare an estimate and scope of work for the loss;

- (4) Discuss with the customer the estimate or scope of work;
 - (5) Recommend to an insured homeowner or business owner that the policyholder file an insurance claim with their insurer;
 - (6) Attend any inspection of the damage by an insurer's adjuster; and
 - (7) Answer questions the policyholder or the insurer's adjuster has about the estimates.
- D. Respondent shall immediately cease and desist engaging in any unfair trade practice by using contracts that are inconsistent with Iowa Code § 515.137A;
- E. Respondent shall cease and desist from including a provision in its Insurance Contingency Agreement that requires consumers to pay Respondent for "its time and expertise in assisting Homeowner during the insurance claim process";
- F. Respondent, pursuant to Iowa Code § 505.8, shall pay \$500 for costs of investigation and prosecution, contemporaneously with this order, payable to the Iowa Insurance Division, to be credited to the Iowa Enforcement Fund, to provide funds for insurance enforcement and education pursuant to Iowa Code §§ 505.8 and 507A; and
- G. Pursuant to Iowa Code § 522C.6, Respondent shall pay a civil penalty in the amount of \$1,000 contemporaneously with this order, payable to the Iowa Insurance Division, to be credited to the Iowa Enforcement Fund, to provide funds for insurance enforcement and education pursuant to Iowa Code §§ 505.8 and 507A.

IT IS FURTHER ORDERED that the Summary Cease and Desist Order issued on May 24, 2021 is vacated.

SO ORDERED on the 20th day of August, 2021.



DOUGLAS M. OMMEN
Iowa Insurance Commissioner

Respectfully submitted,



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Groove Exteriors
4211 Glass Road NE, Suite A
Cedar Rapids, IA 52402

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing instrument was served upon all parties to the above cause, or their attorney, at their respective addresses disclosed on the pleadings on August 23, 2021.

By: First Class Mail (8/24/21) Personal Service
 Restricted certified mail, return receipt Email, by consent
 Certified mail, return receipt _____

Signature: /s/ Hilary Foster
Hilary Foster

NOTICE OF PENALTIES FOR WILLFUL VIOLATION OF THIS ORDER

YOU ARE ALSO NOTIFIED that if you violate this Order, you may be subject to administrative and civil penalties pursuant to Iowa Code § 507A. The Commissioner may petition the district court to hold a hearing to enforce the order as certified by the Commissioner. The district court may assess a civil penalty against you in an amount not less than three thousand dollars but not greater than ten thousand dollars for each violation, and may issue further orders as it deems appropriate.

NOTICE OF FINAL ORDER IMPACT

A final order of a cease and desist order may adversely affect other existing business or professional licenses and may result in license revocation or disciplinary action.

A final order in an administrative action does not resolve any potential criminal or civil violations or causes of action that might arise from the same or similar conduct that is the subject of this this order. It may result in criminal law enforcement authorities, including the fraud bureau of the Iowa Insurance Division, pursuing a criminal investigation or prosecution of potential criminal law violations.

CONSENT TO ORDER AND AGREEMENT

I, Fred Grove, owner of Grove Exteriors, LLC d/b/a 123 Exteriors Respondent in this matter, have read, understood, and do knowingly consent to this Order in its entirety. By executing this Consent, I understand that I am waiving my rights to a hearing, to confront and cross-examine witnesses, to produce evidence, and to judicial review.

I further understand this Order is considered a final administrative action that will be reported by the Division to the National Association of Insurance Commissioners and to other regulatory agencies. I also understand this Order is a public record under Iowa Code chapter 22 and information may be shared with other regulatory authorities or governmental agencies, pursuant to Iowa Code § 505.8(8)(d). I also understand this Order will be posted to the Division's website and a notation will be made to the publicly available website record that administrative action has been taken against me.

Dated: 8-11-21

Fred Grove _____ Title CEO
Grove Exteriors, LLC d/b/a 123 Exteriors, Respondent

635 Park Meadow Rd Suite 215 Westerville, OH 43081
Address of Signatory

Subscribed and sworn before me by Fred Grove on this 11 day of August, 2021.



Taylor Patrick _____
Notary Public, State of Ohio
My Commission Expires
August 01, 2026
Notary Public for the State of