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**IN THE MATTER OF**

**DYNASTY RESTORATION INC.,**

**and**

**JOSEPH R. ROCHA,**  
**DOB 03/02/XXXX**

Respondents.

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Division Case No. 122579

**ORDER AND CONSENT TO ORDER**

**NOW THEREFORE**, upon motion of the Iowa Insurance Division (“Division”) and by consent of Respondents Dynasty Restoration Inc. (“Dynasty”) and Joseph R. Rocha (“Rocha”), and pursuant to the provisions of Iowa Code chapters 507A—Unauthorized Insurers, 507B—Insurance Trade Practices, and 522C—Licensing of Public Adjusters, the Commissioner enters the following Order and Consent to 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 chapters 507A—Unauthorized Insurers, 507B—Insurance Trade Practices, and 522C—Licensing of Public Adjusters, pursuant to Iowa Code § 505.8.
2. Dynasty is a Nebraska corporation formed in 2016, with its home office located at 3335 N. 107th Street, Suite D, Omaha, Nebraska 68134. Rocha is Dynasty’s registered agent on file with the Nebraska Secretary of State.
3. Dynasty was not a registered corporation with the Iowa Secretary of State during the relevant events described herein. Dynasty registered as a foreign corporation with the Iowa Secretary of State on December 18, 2024.

4. At all times relevant to the matters described herein, Dynasty was, and is currently, registered with the Iowa Department of Inspections and Appeals as a residential remodeling contractor under Registration No. C134009. Rocha is listed on the Iowa Department of Inspections, Appeals and Licensing website as the registered contractor for Dynasty.
5. Dynasty is not and never has been a licensed public adjuster in the state of Iowa.
6. Rocha is an individual with a last-known residence address of 14813 Starlite Circle, Bennington, Nebraska 68007. He is President and Chief Executive Officer of Dynasty.
7. Rocha is not and never has been licensed as an insurance producer in the state of Iowa. Rocha is not and never has been licensed as a public adjuster in the state of Iowa.
8. Dynasty and Rocha are hereinafter collectively referred to as "Respondents."
9. Pursuant to Iowa Code § 505.28, Respondents have consented to the jurisdiction of the Commissioner of Insurance by committing acts governed by Iowa Code chapters 507A, 507B, and 522C.
10. From 2018 to present, Respondents engaged in acts and practices within the state of Iowa that constitute cause for an order to cease and desist from engaging in such acts or practices; prohibition, suspension, revocation, or refusal to issue or renew an Iowa public adjuster license; restitution, civil penalties, and any other corrective action the Commissioner deems necessary and appropriate pursuant to Iowa Code §§ 505.8(10), 507A.10(1), 507B.7, and 522C.6(3)(b), and rules adopted pursuant to these chapters.

## **II. FINDINGS OF FACT**

11. Respondents are not and never have been licensed in the state of Iowa as public adjusters.
12. Rocha is not and never has been licensed in the state of Iowa as an insurance producer.

*Advertisements for Public Adjuster Services on Dynasty Website,  
Facebook, and Google*

13. Immediately prior to this action being filed, Dynasty's website advertised public adjuster services for underlying first-party insurance claims in conjunction with home repair services.

14. Immediately prior to this action being filed, the home page of Dynasty's website<sup>1</sup> contained the following statements:

Exterior & Interior Restoration Services

...

Along with helping you **navigate the claim handling process**, we can also assist with the following restoration services . . . . No matter how small, **we will ensure all damage is included in your claim.**

Our Mission

After years of providing customers with restoration services and witnessing homeowners suffer undue stress, it became apparent to our owners that homeowners didn't just need their homes restored. They also needed an advocate for their home – and Dynasty Restoration Inc. was born. We were established to be the voice of the homeowner and uncomplicate the entire process.

Contact Dynasty Restoration Inc. to Learn More

Restoring your home after a major disaster can be a stressful time, and that is why Dynasty Restoration Inc. wants to be there to help. **If your home is [sic] our Nebraska, or Iowa service area** and you could use a hand with the restoration and **claims process**, call (402) 932-6419 or complete our online request form.

...

Our Goals

Our goal is to take the confusing property claim settlement process and simplify it while **making sure you the client get a thorough and proper settlement.**

Our Purpose

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<sup>1</sup> DYNASTY RESTORATION, INC., <https://dynastyrestores.com/> (last visited December 3, 2024).

Our purpose is to be a voice for our clients and be the **best advocates** for them we can be.

(emphasis added).

15. Immediately prior to this action being filed, the Dynasty website's "Areas We Serve"<sup>2</sup> page specifically named Ames, Iowa, and Sioux City, Iowa, as being within its service area<sup>3</sup> and contained the following statements:

We Are Storm Damage Restoration Specialists

When a storm strikes your home, it can be overwhelming knowing where to start the restoration process. At Dynasty Restoration, we understand the stresses that come with a restoration project after unexpected damage occurs. **We're here to lessen this stress by helping you navigate the insurance claims process. We are an advocate for your home and work with insurance adjusters directly to uncomplicate the process for you.**

...

Contact Dynasty Restoration Today

Dynasty Restoration assists homeowners throughout greater Omaha, NE, and many Midwest communities. Our friendly staff is here to give you peace of mind after your home experiences a devastating loss. **We'll help with the claims process** and provide expert services to restore your home back to its pre-loss condition. .

..

(emphasis added).

16. Immediately prior to this action being filed, the Dynasty website's "Roofing Services"<sup>4</sup> page contained the following statements:

Here for You Through the Entire Process

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<sup>2</sup> DYNASTY RESTORATION, INC., <https://dynastyrestores.com/areas-we-serve/> (last visited November 20, 2024).

<sup>3</sup> As of the filing of this Order and Consent to Order, Ames, Iowa, and Sioux City, Iowa, are still listed as areas that Dynasty serves. However, the statements quoted in paragraph 15 have been removed from Dynasty's website.

<sup>4</sup> DYNASTY RESTORATION, INC., <https://dynastyrestores.com/roofing/> (last visited November 20, 2024).



When your roof, or any part of your home, suffers major damage, it can make for a trying time. That's why besides offering roof restoration services, **Dynasty Restoration Inc., will work with you during the claim process too. Filing a claim can be complicated, and it's our mission to not only make it easier for our customers to understand, but to also ensure that they get a fair and thorough settlement. Our measurement of success is not that you got a settlement, but that you're satisfied with that settlement.**

(emphasis added).

17. Immediately prior to this action being filed, the Dynasty website's "Siding"<sup>5</sup> page contained the following statements:

Dynasty Helps You Through the Claims Process Too

At Dynasty Restoration Inc., it's our goal to help you rebuild your home after disaster strikes. Our services don't stop there, however. We also will be there to **help you navigate the claims process**, which can be complex at times. **We take the confusing property claim process and simplify it, while at the same time ensuring you receive a fair and proper settlement.**

(emphasis added).

18. Immediately prior to this action being filed, the Dynasty website's "Storm Damage"<sup>6</sup> page contained the following statements:

No matter how small, we will **ensure all damage is included in your claim . . . .**

Storm Damage Claims Assistance

Along with renovations, Dynasty Restoration Inc., can also **help you get through the claim process** to cover storm damage repairs. It's our goal to help alleviate some stress and uncertainty when it comes time to file a claim. **We will manage the claim settlement process and make sure you receive proper indemnification.**

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<sup>5</sup> DYNASTY RESTORATION, INC., <https://dynastyrestores.com/siding/> (last visited November 20, 2024).

<sup>6</sup> DYNASTY RESTORATION, INC., <https://dynastyrestores.com/storm-damage/> (last visited November 20, 2024).

Remember, even small damage is still damage. When a storm hits, adjusters are slammed with claims and there are a lot of things that get missed. **At Dynasty Restoration Inc., we don't let things – even little things – get missed or left out of a claim.** If a screen has even a tiny hole, it is damaged. If a deck has hail spots on it, it gets restored. **If a grill has dings, it is included on the claim.** Trust us with your property.

(emphasis added).

19. Immediately prior to this action being filed, the Dynasty website's "Storm Damage Repair"<sup>7</sup> page contained the following statement:

**Dynasty Simplifies the Claims Process**

Dynasty Restoration Inc., can repair any storm damage your home encounters, but we can also **help you navigate the claims process** that comes in a situation like this. Our experienced team simplifies a confusing process and **makes sure you get a proper settlement.**

(emphasis added).

20. Immediately prior to this action being filed, the Dynasty website's "Reviews"<sup>8</sup> page contained several reviews attributed to former customers of Dynasty, which contained the following statements:

January 25, 2019 by [R.] H. on Dynasty Restoration Inc

Replaced roof as well as some siding and metal work. Service was great, communication open, **had zero issues with my insurance company and Dynasty handled from start to finish**, hassle free. Would highly recommend.

....

[P.] L. on Dynasty Restoration Inc

Chris Rezac [Dynasty's Sales Manager] was amazing. **He contacted my insurance company and took care of everything.**

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<sup>7</sup> DYNASTY RESTORATION, INC., <https://dynastyrestores.com/storm-damage/repair/> (last visited November 20, 2024).

<sup>8</sup> DYNASTY RESTORATION, INC., <https://dynastyrestores.com/dynasty-restoration-local-reviews/> (last visited November 20, 2024).

He kept me informed throughout the entire process. The roof was installed when he said it would be and they did an amazing job. I would highly recommend Dynasty Restoration.

...

January 22, 2019 by [D.] A[.] on Dynasty Restoration Inc

Hail Damage Fixed!

Dynasty Restoration did a fantastic job replacing our roof, siding, gutters and awnings after a hail storm. After the roof was installed not only did the installers go over our yard with a magnet checking for nails, but the next day when their office rep came to check the work he did as well. **Their representative handled all the interactions with insurance which was a huge relief.**

(emphasis added).

21. As of the entry of the entry of this Order, Respondents have remediated or removed most of the language cited above from their website and are working to remediate or remove any remaining instances of language that states or implies Respondents may act as public adjusters for Iowa consumers.

22. Immediately prior to this action being filed, Dynasty's Facebook page<sup>9</sup> stated, "Dynasty Restoration, Inc. was established to help bring balance to the claims handling process."

Dynasty's Facebook page also contained testimonials attributed to former Dynasty customers which were made into photographic images and posted to the Facebook page by Dynasty and which refer to Dynasty's involvement in consumers' insurance claim negotiations and settlements. Additionally, the page contained many posts made by Dynasty that gave advice on filing insurance claims, getting "sufficiently compensated" for storm damage, how to get hail damage covered by insurance, and other insurance-claims-related topics.

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<sup>9</sup> @dynastyroofingrestores, FACEBOOK, <https://www.facebook.com/dynastyroofingrestores?mibextid=LQQJ4d> (last visited November 20, 2024).



23. Dynasty Restoration Inc. is listed as a business on Google, with a phone number of (402) 932-6419 and website address of <https://dynastyrestores.com>. Immediately prior to this action being filed, attached to this page there were several Google reviews<sup>10</sup> from purported Dynasty clients posted since 2018 which referred to Dynasty's involvement in consumers' insurance claim negotiations and settlements, including comments such as:

My stepmother had a tree come down on top of her house with one of the last big wind storms that went through the Omaha area, Erik **[Johnson, Dynasty's Production Manager]** and his team did an **amazing job getting everything handled through insurance and taken care of.**

....

The entire team is excellent. From initial contact to completion and follow up to ensure satisfaction. **Dynasty helped us navigate through understanding our homeowners insurance and worked directly with the adjuster to ensure fair compensation.**

....

We used Dynasty Restoration for the installation of our new roof. **Their team worked diligently with our insurance company to ensure the claim was covered.**

....

The team at Dynasty really helped me deal with my now former insurance company. Initially they attempted to completely deny my claim and told me that there was minimal damage totaling less than my deductible. After the Dynasty team helped to show them the extent of the damage the total value jumped to almost 30k worth of repairs. A far cry from the original findings. **If you are struggling to get your repairs covered** I would highly recommend their services.

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<sup>10</sup> GOOGLE, INC.,

[https://www.google.com/search?q=dynasty+restoration+omaha&rlz=1C1GCEA\\_enUS1099US1099&oq=dynasty+restoration+omaha&gs\\_lcrp=EgZjaHJvbWUyCggAEEUYFhgeGDkyDQgBEAAyhMYgAQYigUyCggCEAAyYgAQYogQyCggDEAAyYgAQYogQyCggEEAAyYgQYiQUyBggFEEUYPNIBCTYxMzBqMGoxNagCCLACAQ&sourceid=chrome&ie=UTF-8#lrd=0x8793ed5af1b80e73:0x4bd80f40b8f19f4c.1](https://www.google.com/search?q=dynasty+restoration+omaha&rlz=1C1GCEA_enUS1099US1099&oq=dynasty+restoration+omaha&gs_lcrp=EgZjaHJvbWUyCggAEEUYFhgeGDkyDQgBEAAyhMYgAQYigUyCggCEAAyYgAQYogQyCggDEAAyYgAQYogQyCggEEAAyYgQYiQUyBggFEEUYPNIBCTYxMzBqMGoxNagCCLACAQ&sourceid=chrome&ie=UTF-8#lrd=0x8793ed5af1b80e73:0x4bd80f40b8f19f4c.1) (last visited November 20, 2024).



....

Dynasty Restorations did a great job of getting us taken care of on our wood shake hail damaged roof! **One quick phone call and they had someone come out and get everything taken care of with the insurance company.**

....

I just had Dynasty redo my roof after finding hail damage during a home-sale inspection (from last year's storms in June). It was a great process from start to finish, and didn't take long at all. Chris [Rezac, Dynasty's sales manager], my rep, met with the insurance adjuster to make sure everything would be covered (I didn't even need to be there)!

(emphasis added).

Dynasty responded to each of the customers' comments above thanking them for their reviews.

There are several additional Google reviews in which customers reference Dynasty assisting them with the insurance claims process, resulting in larger insurance claim payments.

24. Prior to the filing of this action, Dynasty did not distinguish between services that may be legally offered in Nebraska, but not in Iowa, on its website, Facebook page, or its replies to Google reviews.

*Dynasty's Construction Contract and Assignment of Claims  
regarding Iowa Consumers Erin and Michael West*

25. Consumers Erin West and Michael West ("the Wests"), a married couple, reside in a home located in Council Bluffs, Iowa.

26. On or about December 15, 2021, the Wests suffered damage to their home resulting from a windstorm.

27. At the time of the windstorm that damaged their home, the Wests maintained a homeowners property insurance policy with The Travelers Home and Marine Insurance

Company (“Travelers”). On December 23, 2021, the Wests filed an insurance claim with Travelers regarding the recent wind damage to their home.

28. On December 29, 2021, at the Wests’ request, a Dynasty employee came to the Wests’ home to mark areas of damage to discuss with the Travelers adjuster during Travelers’ inspection, which was scheduled for the following day.

29. On December 30, 2021, an adjuster from Travelers (the “Adjuster”) inspected the Wests’ property and confirmed that the cause of the loss was wind and a fallen tree limb. The Adjuster prepared an estimate of the cost to replace the roof and damaged gutters. The Adjuster calculated the replacement cost value (“RCV”) to be \$11,500.99. To allow the Wests to begin repairs, an actual cash value payment from Travelers to the Wests was issued on December 30, 2021, in the amount of \$6,677.38, which represented the replacement cost value, less the deductible and recoverable depreciation. Travelers provided a copy of its estimate and settlement letter to Erin West that same day.

30. The Dynasty employee who had inspected the Wests’ home and marked damaged areas on December 29, 2021, was present for Travelers’ inspection of the Wests’ home on December 30, 2021, and handled most of the communications with Travelers’ adjuster, staying outdoors with Travelers’ adjuster during the entirety of the inspection while Erin West stayed indoors during the inspection and did not participate. Michael West was not home at the time of this inspection. Erin West provided Dynasty with a copy of Travelers’ estimate when she received it on or about December 30, 2021.

31. On or about January 26, 2022, Erin West signed a Build Contract (“Construction Contract”) outlining the terms of an agreement by which Dynasty would repair the Wests’ home,

as well as an Assignment of Insurance Claim (“Assignment”) with Dynasty. Erin West signed the Assignment, but Michael West did not.

32. The Construction Contract contained the following language:

[Dynasty] shall coordinate the Services as outlined in this report for [the Wests]. This report sets forth the Services and the work that [Dynasty] will coordinate for [the Wests] under [the Wests’] insurance claims(s) and is incorporated herein by this reference. If any Service is found unnecessary, [Dynasty] reserves the right not to coordinate the Service.

33. Despite the language described in the preceding paragraph stating that Dynasty will “coordinate” the repairs described in the contract “under [the Wests’] insurance claims(s)” and despite the above-referenced statements on Dynasty’s website, the Construction Contract also contained disclaimers asserting that Dynasty does not act as a public adjuster, stating:

Our company is not a public adjusting company, nor is it a law firm, thus we do not offer or provide public adjusting or legal services to our clients . . . . Accordingly, we cannot and will not discuss policy provisions of any policy of insurance our client may have with you nor are we authorized to negotiate the compromise of any insurance claim.

34. The Construction Contract contained disclaimers citing Nebraska law regarding a buyer’s right to cancel and the illegality of rebating an insurance deductible. The contract language states that the consumers have three (3) days from the date the contract is signed to cancel the contract.

35. The Construction Contract did not contain the disclaimer language required by Iowa Code § 103A.71(4)(a). That language includes, in relevant part:

#### NOTICE OF CONTRACT OBLIGATIONS AND RIGHTS

You may be responsible for payment to [Dynasty] for the cost of all goods and services provided whether or not you receive payment from any property and casualty insurance policy with respect to the damage. Pursuant to Iowa law, your contract with [Dynasty] ... is



void and you have no responsibility for payment under the contract if Contractor ... represents, negotiates, or offers to represent or negotiate, on your behalf with your property and casualty insurance company on any insurance claim relating to the damage you have contracted to have repaired.

36. The Assignment contains a notice stating:

[Dynasty] has made no assurances that the claimed loss will be fully covered by the Client(s)' insurance policy....

YOU ARE AGREEING TO ASSIGN CERTAIN RIGHTS YOU HAVE UNDER YOUR INSURANCE POLICY. WITH AN ASSIGNMENT, THE RESIDENTIAL CONTRACTOR SHALL BE ENTITLED TO PURSUE ANY RIGHTS OR REMEDIES THAT YOU, THE INSURED HOMEOWNER, HAVE UNDER YOUR INSURANCE POLICY. PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING. THE INSURER MAY ONLY PAY FOR THE COST TO REPAIR OR REPLACE DAMAGED PROPERTY CAUSED BY A COVERED PERIL, SUBJECT TO THE TERMS OF THE POLICY.

37. While this notice is similar to that required by Iowa Code § 515.137A(3)(c), it does not mirror the precise language required by that code section, which is as follows:

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.

38. The Assignment omits the specific notice language required by Iowa Code § 515.137A(3)(d), which informs consumers that they have five days from the later of the date of execution or receipt of a fully executed copy of the assignment to cancel the assignment without penalty and provides instruction to the consumer on how to provide valid notice of cancellation.



*Disputed Repair Estimates between Dynasty and Travelers*

39. On January 28, 2022, Travelers received communication from Dynasty that included a copy of the Construction Contract and Assignment. The Construction Contract included a supplemental estimate with a detailed and itemized description of the repairs Dynasty concluded were needed to repair the Wests' home. The Construction Contract calculated the replacement cost value to be \$19,553.23. A portion of the higher costs being sought by Dynasty on behalf of the Wests was due to Dynasty seeking overhead costs and profits ("O&P") for the project.

40. The copy of the Assignment Dynasty sent to Travelers was signed only by Erin West, but because both Erin West and Michael West were named on the Travelers policy under which the claim of loss was made, Travelers did not recognize the Assignment as valid.

41. As part of its review of the supplemental request for upward adjustments to its initial damage repair costs determination, a Travelers representative spoke with a Dynasty employee. When the Dynasty employee confirmed that this was a supplement, Travelers advised Dynasty that Travelers did not approve any of the requested changes. Written notice of this decision was sent to Erin West and to Dynasty via email on February 2, 2022.

42. Additional issues with the Wests' home were discovered during the repair process, including problems with the attic decking not meeting building code requirements and soffits leaking water. Dynasty sent Travelers photos of the attic decking issue on March 30, 2022, and the Wests sent photos and videos of the soffit leak on April 21, 2022. Travelers employed a third party to investigate the leak issue, and it was determined that the leak was caused by faulty installation (prior to the wind damage occurring) and using improper material. Travelers determined that the policy did not cover the leak, but did agree to cover the additional costs for plywood decking in order to satisfy city building code requirements.

43. On July 6, 2022, Dynasty sent another supplemental estimate to Travelers in which Dynasty increased its calculation of the RCV for the claim from \$19,553.23 to \$29,140.88, which included the addition of \$10,755.81 for plywood decking, as well as other more minor adjustments. Travelers reviewed Dynasty's supplemental estimate and, on July 9, 2022, increased its calculation of the RCV from \$11,500.99 to \$19,442.21. Travelers' revised RCV calculation represented an RCV increase for the repairs initially contemplated from \$11,500.99 to \$12,054.43, plus an additional code upgrade of \$7,387.78 for the decking, to be paid upon completion. At that time, Travelers also revised its depreciation calculation, from \$3,823.61 to \$4,020.68, and Travelers issued a check to the Wests for the actual cash value ("ACV") difference of \$356.37, which was determined by the following calculation.

	<u>Travelers' July 9, 2022</u> <u>Calculation</u>	<u>Travelers' Dec. 30, 2021</u> <u>Calculation</u>	<u>Difference</u>
RCV	\$12,054.43	\$11,500.99	\$553.44
Depreciation	\$4,020.68	\$3,823.61	\$197.07
RCV Difference (\$553.44) – Depreciation Difference (\$197.07) = ACV Difference of \$356.37			

Travelers issued a partial denial for the remainder of Dynasty's supplemented estimate.

44. Upon information and belief, Dynasty made the repairs identified in its supplemental estimate dated July 6, 2022, between July 6, 2022, and August 4, 2022.

45. On August 4, 2022, Erin West contacted Travelers asking about getting the remainder of repair costs paid, including the unpaid RCV and approved code upgrade. In response, Travelers requested that Erin West provide a final invoice. Erin West submitted an invoice from Dynasty dated August 24, 2022, listing the same RCV described in Dynasty's July 6, 2022, estimate, \$29,140.88, as the invoice's grand total. The invoice, after accounting for \$12,296.38 in payments received (the initial Travelers payment of \$6,677.38, plus payments from the Wests for

their deductible and some additional out-of-pocket upgrades), reflected a balance due of \$16,744.50.

46. On August 30, 2022, Travelers notified the Wests that the invoice received reflected the same costs listed in previous Dynasty estimates that had already been rejected, and it declined to make any more adjustments to its repair cost calculations. On that same date, Travelers released funds representing the unpaid RCV, including depreciation value and the roof decking code upgrade (minus the \$1000.00 deductible), totaling \$11,408.46 to the Wests. Altogether, Travelers' payments on this claim totaled \$18,442.21, which represents Travelers' total RCV calculation of \$19,442.21 minus the deductible.

47. While the Wests understood that a few repair expenses, such as rafter work and additional gutters and downspouts, would not be covered by Travelers because they were considered upgrades that they had agreed to pay out-of-pocket, Dynasty failed to confirm with the Wests that the Wests wanted to proceed with other repair expenses that it knew Travelers had denied. Dynasty told the Wests that Dynasty would submit supplemental requests to Travelers throughout the process to obtain coverage of the repairs contained in the Dynasty estimates. There was no discussion between Dynasty and the Wests after the Construction Contract and Assignment were executed regarding which repairs Travelers was refusing to cover, the specific costs thereof, the fact that those costs would need to be paid by the Wests out-of-pocket, or whether the Wests still wanted Dynasty to complete repairs not covered by Travelers.

48. Due to this lack of communication and ambiguities in the Construction Contract and Assignment language, including the lack of relevant and clarifying disclaimer language mandated by Iowa Code in those documents, the Wests were confused as to what costs were being incurred beyond what Travelers would cover. The Wests did not give explicit approval for



Dynasty to complete repairs and/or incur expenses not approved by Travelers, nor did Dynasty seek such approval.

*Dynasty's Conduct Post-Claim Settlement*

49. The repair costs not covered by insurance were not discussed between Dynasty and the Wests until after the work was completed and after Travelers made its final claim payment on August 30, 2022. On October 12, 2022, Connie West ("West"), the Wests' local insurance agent, emailed Rocha asking for a detailed breakdown of what had been billed to Travelers, what had been paid by Travelers, and what had been paid by the Wests so that she could assist the Wests in understanding why there was a balance owed for the repairs.

50. On October 18, 2022, Rocha responded to West stating:

This is the first I'm seeing of this email. I will take a look and get you the requested information. It's the same old song dance though. Travelers wants to make up their own number and they want to try to get off the hook for what they owe. We see it all the time. Every time this gets escalated to appraisal or legal they always pay what is owed because what we charge is the true cost for the repairs. Delay Deny Defend as they say...

51. Later on October 18, 2022, West responded that she needed "all the figures and payments" in order to justify the repair costs Rocha was requesting.

52. On October 19, 2022, Rocha responded to Erin West and Connie West, stating that there was a balance of \$8,719.38 that had not been covered by insurance but should have been and provided a revised estimate reflecting same. Rocha stated that the total amount for the work completed on the Wests' home was actually \$32,524.22 and that the balance he claimed was owed took into account the out-of-pocket expenses the Wests had already paid for upgrades, as well as the \$1,000.00 deductible the Wests had already paid. West forwarded the information from Rocha to Travelers.



53. On October 25, 2022, Travelers responded to Connie West, noting that Travelers had provided an updated estimate approving some of the supplemental requests on July 8, 2022, that was very specific as to what had been approved and what had not been approved, and that, despite knowing the Travelers' updated approved estimate, Dynasty had proceeded to complete repairs based on Dynasty's own higher estimate that had not been approved by Travelers. Connie West forwarded this response to the Wests and Rocha that same day.

54. Later in the afternoon of October 25, 2022, Rocha responded to Connie West by email, making many arguments in favor of his position, including:

- a. A statement that the Travelers' claim professional was a "pawn" acting on orders to deny legitimate contractor expenses, that Travelers doesn't know how to use the industry standard estimating software, that his O&P costs were warranted, and that insurance lobbyists and Iowa lawmakers have conspired to prevent contractors from assisting clients with insurance claims by passing laws that prohibit the unauthorized practice of public adjusting ("UPPA");
- b. An acknowledgment that Rocha could be fined for UPPA if he told the Wests "what to do or how to properly handle this;"
- c. A statement that Rocha had made an insurance claim on his own home earlier that year, and despite the insurance company giving him an initial settlement offer of \$60,000.00, he eventually got a settlement of \$375,000.00 because he "know[s] the rules," as well as his policy's loss settlement and appraisal clause provisions;
- d. An assertion that Rocha's insurance company's actions in regard to his claim were "bs" and that, after "a lot of unnecessary back and forth . . . they ultimately did what

they knew they were on the hook for” because he invoked his appraisal clause and “just stopped asking and started demanding to be indemnified;” and

- e. A statement that Rocha “[hopes] this helps you guys get to the bottom of this and stop entertaining the charade,” along with advice that the Wests needed to “[c]ircumvent and climb the ladder and stop talking to the pawns that have zero power.”

55. From October 2022 through November 2022, despite Travelers’ refusal to make any additional payments on the claim, Rocha continued to send multiple emails to Erin West and Connie West advising that Travelers was wrongfully denying justified expenses, including the O&P costs sought by Dynasty, and casting aspersions on Travelers’ motives, business practices, and employees. During this period, despite acknowledging to the Wests that he was limited in what he could do directly on their behalf in Iowa due to Iowa’s public adjuster laws, Rocha continued to advise the Wests regarding their claim, telling them how he would handle the claim dispute situation if they were in Nebraska and encouraging the Wests to contest Travelers’ determination that no further payments were warranted and to fight to have the unpaid portion of their repair costs covered.

56. From October of 2022 through February of 2023, Rocha repeatedly attempted to collect the disputed unpaid balance for the Wests’ storm damage repairs from the Wests. On at least one occasion, Rocha appeared in-person for an unscheduled visit at the Wests’ home to collect payment.

57. The outstanding balance of repair costs, which according to Rocha was \$8,719.38, remained unpaid for several months. During that time, Dynasty threatened to file a lien on the Wests’ property for failure to pay for the repairs not covered by Travelers.

58. On February 17, 2023, Erin West sent an email to Travelers invoking the appraisal clause of the Wests' homeowner's insurance policy. Travelers' appraiser's estimate was \$20,203.00. The Wests' appraiser's estimate was \$46,288.21. The parties engaged an umpire, and in early 2024, the umpire issued an award of \$34,742.12.

**III. CONCLUSIONS OF LAW**  
**COUNT I**  
**Unlicensed Public Adjuster**

59. Iowa Code § 507A.5 provides that “[a] person or insurer shall not directly or indirectly perform any act of doing an insurance business as defined in this chapter except as provided by and in accordance with the specific authorization by statute.”

60. Iowa Code § 507A.3(1)(e) defines engaging in the business of insurance as “[t]he doing of any kind of insurance business specifically recognized as constituting the doing of an insurance business within the meaning of the statutes relating to insurance.”

61. Under Iowa Code § 507A.10(1):

Upon a determination by the commissioner, after a hearing conducted pursuant to chapter 17A, that a person or insurer has violated a provision of this chapter, the commissioner shall reduce the findings of the hearing to writing and deliver a copy of the findings to the person or insurer, may issue an order requiring the person or insurer to cease and desist from engaging in the conduct resulting in the violation, and may assess a civil penalty of not more than fifty thousand dollars against the person or insurer.

62. Acting as a public adjuster constitutes the doing of insurance business within the meaning of Iowa Code § 507A.3(1). *See* Iowa Code § 522C.6(3)(b) (authorizing penalties for acting as an unlicensed public adjuster pursuant to Iowa Code chapter 507A).

63. Iowa Code § 522C.4 provides that 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.” *See also* Iowa Admin. Code r. 191—55.3.



64. Under Iowa Code § 522C.2(6) a “person” includes an individual or business entity.

65. Iowa Code § 522C.2(7) defines “public adjuster” as “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.

66. Under Iowa Code § 522C.6(3)(b):

A person who, after hearing, is found to have violated this chapter by acting as a public adjuster without proper licensure may be ordered to cease and desist from engaging in the conduct resulting in the violation and may be assessed a civil penalty according to the provisions of chapter 507A.

67. Respondents have never been licensed as public adjusters in the state of Iowa.

68. Respondents are and have been operating as public adjusters in the state of Iowa.

69. Respondents acted as public adjusters by making or endorsing statements on Dynasty’s publicly available website, Dynasty’s Facebook page, and through Google reviews acknowledged by Dynasty, that advertise or create the impression that Respondents provide public adjusting services to Iowa consumers, including negotiating insurance claims directly with insurance companies.

70. Respondents further acted as public adjusters by advising the Wests on how to communicate with their insurance company regarding their claim, by advising the Wests as to what their insurance policy should cover, and by advocating for and attempting to negotiate for a



higher claim payment on behalf of the Wests in his communications with West and, by extension, with Travelers.

71. Respondents knew or should have known that operating as a public adjuster without a license violates Iowa Code §§ 507A.5 and 522C.4.

72. Respondents' acts and practices violated Iowa Code §§ 507A.5 and 522C.4, subjecting Respondents to an order directing Respondents to cease and desist from engaging in such acts or practices, the imposition of a civil penalty, and any other corrective action the Commissioner deems necessary and appropriate pursuant to Iowa Code §§ 505.8, 507A.10, 522C.4, 522C.6, and Iowa Administrative Code rule 191- 55.3.

## **COUNT II**

### **Unfair Trade Practices – Lack of Required Registration and Licensure**

73. Under Iowa Code § 507B.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."

74. Iowa Code § 507B.2(1) defines a "person" as any individual, "and any other legal entity engaged in the business of insurance, including insurance producers and adjusters."

75. Iowa Code chapter 507B does not define the "business of insurance." Rather, the definition of "business of insurance" is found under Iowa Code § 507A.3(1)(e): "The doing of any kind of insurance business specifically recognized as constituting the doing of an insurance business within the meaning of the statutes relating to insurance."

76. Acting as a public adjuster constitutes the doing of insurance business within the meaning of Iowa Code § 507A.3(1). *See* Iowa Code § 522C.6(3)(b) (authorizing penalties for acting as an unlicensed public adjuster pursuant to Iowa Code chapter 507A).

77. Iowa Code § 507B.6 empowers the Commissioner to find that certain conduct constitutes an unfair trade practice regardless of whether it meets one of the enumerated definitions of unfair trade practices under Iowa Code § 507B.4. Further, the Commissioner's regulatory authority is “extremely broad,” and licensing statutes relating to insurance should be liberally construed. *In the matter of Diamond*, Division Case No. 96975, 2019 WL 5677529, at 35 (Iowa Ins. Div., Oct 23, 2019); *Burns v. Bd. of Nursing of State of Iowa*, 528 N.W.2d 602, 604 (Iowa 1995).

78. The Commissioner has consistently concluded that the prohibition of unfair acts and practices in Iowa Code § 507B.3 includes acts and practices that offend public policy as established by law and are likely to cause substantial injury to insurance purchasers. *In the Matter of 33 Carpenters Construction, Inc. ("33 Carpenters")*, Division Case No. 105269, 2021 WL 1717542, at\* 12 (Iowa Ins. Div., April 19, 2021); *In the Matter of Mark S. Diamond*, Division Case No. 96975, 2019 WL 5677529, at \*38 (Iowa Ins. Div., Oct. 23, 2019); *In the Matter of Newman*, Division Case No. 91936, 2017 WL 6504574, at \*8 (Iowa Ins. Div., Jan. 24, 2017). The Commissioner also considers whether the likely injury is unavoidable and not outweighed by any consumer or competitive benefits. *State ex rel. Miller v. Vertrue, Inc.*, 834 N.W.2d 12, 33–34 (Iowa 2013); *33 Carpenters*, 2021 WL 1717542, at \*12.

79. 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.

80. Iowa Code § 103A.71(3) prohibits residential contractors from acting as public adjusters. *33 Carpenters Constr., Inc. v. State Farm Life & Casu. Co.*, 939 N.W.2d 69, 80 (Iowa 2020).

The Commissioner has previously found that, "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." 33 *Carpenters*, 2021 WL 1717542, at\* 10.

81. Performing, offering to perform, or advertising to perform acts that fall under Iowa Code § 522C.2(7), without obtaining proper licensure, and in contravention of Iowa Code § 103A.71, which places limitations on residential contractors, is an unfair trade practice.

82. Respondents are and have been residential contractors within the meaning of Iowa Code § 103A.71 at all relevant times hereto.

83. Respondents are and have been committing an unfair trade practice by acting as public adjusters in advertising and offering to negotiate insurance claims on the behalf of potential Iowa customers in violation of Iowa Code §§ 103A.71(3) and 522C.4.

84. Dynasty is and has been committing an unfair trade practice by doing business in the state of Iowa without being a registered business with the Iowa Secretary of State in violation of Iowa Code § 490.1502.

85. Respondents committed an unfair trade practice by acting as public adjusters in advising Iowa residents as to how to communicate and negotiate with their insurer and what their insurer should cover under their policy, as well as advocating on behalf of those Iowa consumers to their insurance agent, and by extension, their insurer, regarding a first-party insurance claim in violation of Iowa Code §§ 103A.71(3) and 522C.4.

86. Respondents' acts and practices violated Iowa Code §§ 507B.3 and 507B.4, subjecting Respondents to an order requiring Respondents to cease and desist from engaging in such acts or practices, the imposition of a civil penalty, imposition of costs of the investigation and prosecution of the matter, and any other corrective action the Commissioner deems necessary and appropriate pursuant to Iowa Code §§ 505.8 and 507B.7.



### **COUNT III**

#### **Unfair Trade Practices – Omissions of Statutorily Required Consumer Notices**

##### *Violations of Insured Homeowner's Protection Act*

87. The Insured Homeowner's Protection Act governs post-loss assignment of benefits contracts. Iowa Code § 515.137A.
88. Under Iowa Code § 515.137A(3)(c), post-loss assignment of benefits contracts must include a specific-language notice informing consumers that they are giving up rights under their insurance policies and that their insurer has not agreed to pay and may not be obligated to pay all expenses itemized by their contractor.
89. Under Iowa Code § 515.137A(3)(d), post-loss assignment of benefits contracts must include a specific-language notice informing consumers that they have five business days to cancel such an assignment contract without penalty and providing instructions for how such cancellation should occur.
90. Contracts that violate the Insured Homeowner's Protection Act are void under Iowa law, and entering such a contract constitutes an unlawful practice under Iowa Code § 714.16 defining consumer frauds. Iowa Code § 515.137A(5); see *33 Carpenters Constr., Inc.*, 939 N.W.2d at 80 (citations omitted).
91. The Assignment involving Dynasty and the Wests required the insureds:
- to transfer, assign, and set over onto [Dynasty], all of the rights, remedies, title, and interest of the undersigned client(s) in and to those certain insurance claims made by [Erin West]... designed under Claim Number [XXXXXXXXXX01H] covering loss sustained at the property known as [Wests' street address] Council Bluffs, IA 51503 during Client(s)' ownership thereof, including but not limited to any and all insurance proceeds allowed under Claim Number [XXXXXXXXXX01H], and to be a co-payee for any payment of benefits provided under the Claim Number; Clients(s)' claim for breach of the covenant of good faith and fair dealing; and any other

claims arising out of Claim Number [XXXXXXXXX01H] asserted thereunder and the proceeds thereof.

This constitutes a post-loss assignment of rights or benefits contract subject to the requirements of Iowa Code § 515.137A.

92. Though the Assignment contains some language regarding limitations on what the insurer may agree to pay, it lacks the more detailed, specific-language consumer protection notice that is mandated under Iowa Code § 515.137A(3)(c).

93. The Assignment completely omits any mention of the consumers' right to cancel a post-loss assignment of benefits, the five-day timeframe in which they may cancel such an assignment, and the method by which they must cancel the assignment, all of which are addressed in the specific-language notice required by Iowa Code § 515.137A(3)(d).

94. Respondents committed an unfair trade practice by omitting statutorily mandated consumer notices in their post-loss assignment of benefits contract in violation of the Insured Homeowner's Protection Act.

#### *Violations of State Building Code Act*

95. The State Building Code Act governs the conduct of residential contractors in the State of Iowa. Iowa Code § 103A.71.

96. Iowa Code § 103A.71(4)(a) mandates that specific language be included in any contract by which a residential contractor agrees to provide goods and services to repair damage resulting from a catastrophe, including tornados and windstorms. Iowa Code § 103A.71(1)(a).

97. The Construction Contract between Dynasty and the Wests involved a residential contractor agreeing to provide goods and services to repair damaged property for Iowa consumers after a catastrophe, namely a windstorm.

98. The specific-language consumer notice mandated by Iowa Code § 103A.71(4)(a) informs consumers of their responsibility to pay for the cost of goods and services provided by the contractor whether or not those costs are covered by insurance, and it informs consumers that insurance deductible rebating is prohibited. It also informs consumers that a contract with a residential contractor as defined in Iowa Code § 103A.71(1)(b) is void if the residential contractor acts as a public adjuster or if any rebating occurs.

99. While the Construction Contract contained some language describing a prohibition on deductible rebating, it omitted the specific-language consumer notice mandated by Iowa Code § 103A.71(4)(a). Because of this omission, the Construction Contract failed to explain the Wests' responsibility to pay for the work specified in the Construction Contract whether or not insurance proceeds covered the full cost of repairs and failed to notify the Wests that the Construction Contract was void if Dynasty engaged in rebating or UPPA.

100. Respondents committed an unfair trade practice by omitting a statutorily mandated consumer notice in its Construction Contract in violation of the State Building Code Act.

101. Respondents' acts and practices violated Iowa Code §§ 507B.3 and 507B.4, subjecting Respondents to an order requiring Respondents to cease and desist from engaging in such acts or practices, the imposition of a civil penalty, imposition of costs of the investigation and prosecution of the matter, and any other corrective action the Commissioner deems necessary and appropriate pursuant to Iowa Code §§ 505.8 and 507B.7.

#### **IV. ORDER**

**IT IS THEREFORE ORDERED** that, pursuant to Iowa Code §§ 505.8(10) and 522C.6, Respondents and any of their agents, representatives, employees, and officers shall not, directly or indirectly:



- (1) Act for or advocate for an insured in negotiating for or effecting the settlement of any first-party claim for loss or damage to real or personal property of any Iowa insured;
- (2) Advertise for employment as a public adjuster of first-party insurance claims or otherwise solicit business or represent to Iowa consumers 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 Iowa insured about first-party claims for loss or damage to real or personal property of the insured.

**IT IS FURTHER ORDERED** that, pursuant to Iowa Code §§ 505.8(10) and 522C.6, Respondents shall instruct any and all agents, representative, employees, and officers regarding the prohibition against unlicensed public adjusting in the state of Iowa pursuant to Iowa Code chapter 522C and direct them to abide by chapter 522C and the orders contained herein whenever conducting business in the state of Iowa. Such direction shall include prohibiting any and all agents, representatives, employees, and officers from engaging in any of the following conduct:

- (1) Initiating, handling, negotiating, or otherwise taking any direct or indirect role in effecting settlement of any Iowa insured's insurance claim; and
- (2) Directly or indirectly advertising, marketing, or otherwise holding themselves or Respondents out as public adjusters or as providing any public adjuster services as defined under Iowa Code § 522C.2(7). This prohibition applies to any published

states on Respondents' website and any social media profiles owned or controlled by Respondents and/or any of their agents, representatives, employees, and officers. Respondents shall certify that they have provided the required instruction and direction to all their agents, representatives, employees, and officers within thirty (30) days of issuance of this order.

**IT IS FURTHER ORDERED** that, pursuant to Iowa Code §§ 505.8(10) and 522C.6, within thirty (30) days of entry of this Order, Respondents shall remediate all language on their website and social media pages in which Respondents state or imply that Respondents may act as public adjuster of first-party insurance claims for loss or damage to real or personal property of Iowa insureds.

**IT IS FURTHER ORDERED** that Respondents and any of their agents, representatives, employees, and officers, pursuant to Iowa Code §§ 505.8(10), 507A.10, 507B.7, and 522C.6, shall immediately cease and desist from the use of any contract and/or assignment to which any Iowa resident is a party that fails to abide by all statutorily required notices and language or that otherwise violates Iowa Code chapters 507A, 507B, 515, or 522C.

SO ORDERED on the 24th day of March, 2025.



DOUGLAS M. OMMEN  
Iowa Insurance Commissioner

Respectfully submitted,

Amanda K. Robinson

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**ATTORNEY FOR THE DIVISION**

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**ATTORNEY FOR RESPONDENTS**

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 March 26, 2025.

By: ☒ First Class Mail ☐ Personal Service  
☐ Restricted certified mail, return receipt ☒ Email, by consent  
☐ Certified mail, return receipt ☐

Signature: Brooke Hohn  
Brooke Hohn



### **NOTICE OF PENALTIES FOR WILLFUL VIOLATION OF THIS ORDER**

**YOU ARE NOTIFIED** that acting as a public adjuster, as defined in Iowa Code chapter 522C, in violation of this Order, is a serious misdemeanor under Iowa Code § 507A.10, subjecting you to punishment of imprisonment, jail, fines, or any combination of custody and fines.

**YOU ARE ALSO NOTIFIED** that if you violate this Order, you may be subject to administrative and civil penalties pursuant to Iowa Code §§ 507A.10, 507B.7, and 522C.6. 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 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, Joseph R. Rocha, in my personal capacity, and in my capacity as representative of Dynasty Restoration, LLC, Respondents in this matter, have read, understood, and do knowingly consent to this Order in its entirety. I have consulted with my attorney, and I fully understand the terms of this Consent Agreement. By executing this Consent, I understand that I am waiving all rights to a hearing, to confront and cross-examine witnesses, to produce evidence, and to judicial review in this matter.

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 us.

  
Joseph R. Rocha, Individually

3/21/25  
Date

  
Joseph R. Rocha, Owner/CEO of  
Dynasty Restoration,

3/21/25  
Date

RESPONDENTS.

3335 N 108th St., Omaha, NE 68134  
Address of Signatory

Subscribed and sworn before me by Joseph R. Rocha on this 21<sup>st</sup> day of March, 2025.



  
Notary Signature

Emily Pineda Martinez  
Notary Printed Name

Notary Public for the State of Nebraska