

BEFORE THE IOWA INSURANCE COMMISSIONER

IN THE MATTER OF

**PICTURE PERFECT CABLE INC,
d/b/a BUCKSHOT EXTERIORS,
d/b/a BUCKSHOT GENERAL
CONTRACTING**

NATHAN SCOTT SCHOB
DOB: 12/11/XXXX

and

CHAD YATES,
DOB: 11/13/XXXX

Respondents.

Division Case No. 122927

ORDER AND CONSENT TO ORDER

NOW THEREFORE, upon motion of the Iowa Insurance Division (“Division”) and by consent of Respondents Picture Perfect Cable Inc, d/b/a Buckshot Exteriors, d/b/a Buckshot General Contracting (“Buckshot”), Nathan Scott Schober (“Schober”), and Chad Yates (“Yates”) (together “Respondents”), 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. Picture Perfect Cable Inc., d/b/a Buckshot Exteriors and Buckshot General Contractors (“Buckshot”) is a Delaware corporation formed in 2003 with a registered address of 16192 Coastal Highway, Lewes, Delaware 19958. Buckshot is registered with the Iowa Secretary of State under business number 416176. Buckshot’s company address within the state of Iowa is 20122 Hwy 2, Suite 2, Centerville, Iowa 52544.¹
3. Buckshot’s registration with the Iowa Secretary of State lists a home office address of 17312 West Hafeman Road, Brodhead, Wisconsin 53520. Buckshot is not and has never been a licensed public adjuster in the state of Iowa.
4. Chad Yates (“Yates”) is Buckshot’s owner and is its registered agent on file with the Iowa Secretary of State. Yates has a residence address of 2668 Salem Rd, Danville, Iowa 52623. Yates is not, and has never been, licensed as a public adjuster in the state of Iowa.
5. Nathan Scott Schober (“Schober”) is an individual with a residence address of 8347 6th Street, Amherst Junction, Wisconsin 54407. At all times relevant hereto, Schober was an independent contractor hired by Buckshot. Schober is not, and has never been, licensed as a public adjuster in the state of Iowa.
6. Buckshot, Schober, and Yates are hereinafter collectively referred to as “Respondents.”
7. 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 507B and 522C.
8. From on or about June 5, 2020, to present, Respondents engaged in acts and practices within the state of Iowa that constitute cause for cease and desist orders, civil penalties, or other

¹ Currently, Buckshot’s business registration on file with Iowa Secretary of State lists its registered address as 25426 550th Street, Centerville, Iowa 52544. Chad Yates is working to update his registered address with the Iowa Secretary of State.

relief under Iowa Code §§ 505.8(10), 507A.10, 507B.7, 522C.6, and rules adopted pursuant to these chapters.

9. Respondents neither confirm nor deny the findings of fact found herein.

10. Respondents believed their business practices complied with Iowa law, even though Respondents have since learned their understanding was incorrect.

II. FINDINGS OF FACT

11. Respondents are not, nor have they ever been, licensed in the state of Iowa as public adjusters.

12. Buckshot offers general contracting services, roofing, siding, gutter repair, and water mitigation services in at least twenty-four states, including Iowa.

13. At all times relevant hereto, Schober was an independent contractor working as an agent of Buckshot.

14. Yates, as the owner of Buckshot, is responsible for all aspects of Buckshot's business, including approving its advertising, directing the conduct of Buckshot's agents and employees, and ultimately receiving compensation in the form of profits generated from Buckshot's business activities.

Advertisements for Public Adjuster Services on Buckshot's Website & Facebook Page

15. As of February 18, 2025, Buckshot's website and Facebook page advertised public adjuster services for underlying first-party insurance claims in conjunction with home repair services.

16. Buckshot's website home page contained the following statement: "We offer a wide variety of roofing services to our customers, including: . . . Insurance Claims Assistance," and it

lists Iowa within its Roofing Service Area.² The words “Insurance Claims Assistance” has since been removed from the Buckshot Website.

17. Buckshot’s website’s “RECENT PROJECTS” page stated that Buckshot recently provided its services in Blakesburg, Centerville, Des Moines, Mystic, and Ottumwa, Iowa, with links to pictures of the repairs and Google reviews of Buckshot customers.³ These statements have since been removed from the Buckshot website. The citations to recent projects, links to pictures of the repairs, and Google reviews have since been removed from the Buckshot website.

18. Buckshot’s website’s “INSURANCE CLAIMS ASSISTANCE” page contains the following statements:

BGC is a company that understands your needs and is ready to offer you insurance claim assistance. **We have the right skills and expertise to help you with your insurance claim and ensure you get the proper repair and/or replacement that you deserve.**

...

It is our responsibility to ensure that your claim is successfully submitted to the insurance company.

...

It is our responsibility to ensure that your claim is presented to the insurance company in the right time.

NEGOTIATING A GOOD PRICE WITH INSURANCE COMPANY

Our company is well equipped with experts who will help you in negotiations with the insurance company to make sure you get a good price for all your repairs.

Insurance companies are likely to get tricky at times and may undervalue repairs. We will make the proper negotiations to ensure that your damage is correctly valued so that at the end of the day you get a fair price for damages incurred.

...

² BUCKSHOT GENERAL CONTRACTING, buckshotexteriors.com (last visited February 18, 2025).

³ *Id.*, Recent Projects, <https://www.buckshotexteriors.com/recent-projects/> (last visited February 18, 2025).

We ensure that your insurance claim is successfully accepted and that you are duly compensated for damages. We know the procedures that need to be followed when filing an insurance claim.

Due to our long experience, we have mastered the procedures for proper insurance claims. We also know about the right documentation procedures that will ensure that your claim is successfully accepted by the insurance company.

(emphasis added).⁴

19. Buckshot's website's "EMERGENCY ROOF REPLACEMENT" page contains the following statement: "BGC can help you work with your insurance company to ensure your claim is handled and your roof is replaced."⁵

20. Buckshot's website's "HAIL AND STORM DAMAGE – TREE REMOVAL" page contains the following statements:

Expert insurance claims assistance . . .

BGC works alongside various insurance company partners to help home owners [sic] get their roofs back in the right shape and have a proper shelter above their heads. Our home inspectors will evaluate the roof damages and work with the home owners [sic] and adjusters in order to get the approval to move forward. . . .

. . .

... we offer our clients the help and the best assistance needed to maneuver through their insurance claim procedures.

(emphasis added).⁶

⁴ *Id.*, at Insurance Claims Assistance, <https://www.buckshotexteriors.com/insurance-services/> (last visited February 18, 2025).

⁵ *Id.*, at Emergency Roof Repairs, <https://www.buckshotexteriors.com/emergency-repairs/> (last visited February 18, 2025).

⁶ *Id.*, at Hail & Storm Damage – Tree Removal, <https://www.buckshotexteriors.com/hail-storm-damage/> (last visited February 18, 2025).

21. Buckshot's website's "CUSTOMER REVIEWS" page contains various reviews from Buckshot customers.⁷ These reviews contain statements about Buckshot's engagement with customers' insurance companies asserting that Buckshot:

- a. "[H]elped us work effectively with our insurance company on the financial side of things";
- b. "[W]orked with the insurance company to get the job done,"; and
- c. "[T]here were no surprises with the price quoted as [Buckshot] worked directly with the insurance company to ensure everything that was needed would get covered."
- d. One review thanked Buckshot "for working with our insurance company to get everything taken care of."⁸

22. Buckshot published several posts on its Facebook page discussing insurance claims, including but not limited to the following:

- a. May 9, 2022: "Dealing with the insurance company after a major disaster can be both confusing and frustrating. We can help you with the claims process. Contact us now!"
- b. April 22, 2022: "The insurance claims process can be very confusing, especially if it's your first time filing a claim. At BGC, we'll assist you with the claims process to ensure you get your full payment."
- c. March 3, 2022: "The insurance company can be a hassle to deal with if you have to submit a claim. We can help you with the process!"

⁷ *Id.*, at Customer Reviews, <https://www.buckshotexteriors.com/customer-reviews/> (last visited February 18, 2025).

⁸ *Id.*

- d. February 4, 2022: "The insurance claims process can be quite confusing. When you work with us, we'll guide you through and assist you with the process!"
- e. January 10, 2022: "When your home is damaged by a storm, dealing with the insurance company can be extremely frustrating. Let us assist you with the insurance claim. We'll be there throughout the process."
- f. June 1, 2021: "A before and after of a siding job completed in Grinnell IA [sic]. Our client here called into our office when she needed help. State Farm wanted to pay for minimal repairs. One of sales representatives reached out and was able to help with providing and [sic] estimate of the scope of the damage and report proving siding was no longer made. Don't settle for less allow us to help assist you from start to finish! Thanks to our knowledge our client got approval of all new siding on her house and garage through her Insurance Claim! If you have damage due to the Deracho [sic] or a recent Hail storm feel free to reach out to us!"
- g. April 30, 2021: "Schedule your FREE inspection! I will get you what you deserve! We deal with your insurance to get you everything that you're owed."
- h. March 17, 2021: "We do siding, roof, gutters, AND we deal with your insurance so you don't have the headache."
- i. June 24, 2020: "After roof was originally denied by insurance company we asked for a second inspection turns out the roof was hammered by hail. NEW ROOF!!"
- j. June 5, 2020: "Another roof going on in Centerville Iowa today. After a long fight with the insurance company we were finally able to get this job approved and started. All new roof, siding and gutters. HAIL APPROVED!!! BGC."

23. Buckshot did not distinguish between services that may be legally offered in other states, but not in Iowa, on its website or its Facebook page.

Consumer Brandon Edmunds's Insurance Claim

24. Iowa Consumer Brandon Edmunds ("Edmunds") is an Iowa resident with a home in Centerville, Iowa. At all times relevant hereto, Edmunds's home was insured by Encompass Indemnity Company ("Encompass").

25. On or about May 7, 2023, Edmunds's home sustained hail damage.

26. On May 17, 2023, Edmunds filed a claim with Encompass.

27. In June 2023, Encompass inspected Edmunds's home and determined the replacement cost to be \$14,310.54. On June 23, 2023, Encompass sent Edmunds a letter with the estimate and an actual cash value ("ACV") payment in the amount of \$9,611.42.

28. In July 2023, Buckshot inspected Edmunds's home and prepared its own estimate. Buckshot's estimate determined the replacement cost to be \$76,742.17. Schober, on behalf of Buckshot, emailed Buckshot's estimate to Encompass.

29. On August 17, 2023, Schober resubmitted Buckshot's estimate via email stating:

Please review the supplement for approval. Itel⁹ revealed the siding is still available. The front and left have damage to and will require full replacement for each elevation. This has been ordered and also has added delivery fees because of distance. Further supplement will be sent for this when received. Fade of this product is significant and will likely not match when replaced. Roof prices are low, missed metal roof completely, siding damage to the out buildings.

30. On September 11, 2023, Schober again resubmitted the Buckshot estimate to Encompass via email. The email indicates that Encompass requested this estimate and included a statement identical to Schober's email of August 17, 2023.

⁹ Itel is a third-party company that analyzes samples of building materials, including but not limited to siding, from damaged homes, matches them to currently available building materials, and provides reports to assist in evaluating property damage claims.

31. On October 4, 2023, Schober emailed Encompass photographs of Edmunds' home and wrote, "Please see pics of the repairs made to this loss. Siding does not match the old siding. Elevations need to be replaced to make this repair uniform. Full siding replacement is needed."

32. On October 23, 2023, Encompass sent Edmunds a letter indicating that his claim was "pending further investigation."

33. On October 30, 2023, HVACi, a professional residential and commercial HVAC inspection service, prepared an Assessment Report stating that Edmunds's HVAC system and window unit were damaged by hail, estimated the replacement cost to be \$9,061.82, and recommended an ACV Settlement of \$4,065.46 for the HVAC system.

34. On November 20, 2023, Encompass prepared a revised estimate determining the total replacement cost of Edmunds's claim to be \$32,259.28, which included the damage to the window unit, and sent a letter to Edmunds with the revised estimate and a payment in the amount of \$12,478.27.

35. On November 20, 2023, Schober emailed Encompass requesting approval of certain items, writing:

To whom it may concern,

We have been informed from the insured of some issues that are still not settled on this claim, along with some defamatory statements that are being made by the adjuster on this claim to the insured. Referring to BGC (the contractor) as "buckshot clowns" and stating that all we do is write "over inflated estimates" and that the "insured's and BGC are in cahoots".

We met the Encompass adjuster (Mark) on site after the siding repairs were made and he agreed the siding didn't match. **What BGC does do is know the laws of Iowa regarding line of sight**, I have attached the regulation to this email again for further review. What BGC is able to do is write accurate estimates at the time of our inspections (from the start), which then **we have to argue with insurance companies day in and day out to get them to act right for their insured, our mutual customer**. Gutters are 6", pics to prove it. Downs are oversized, pics to

prove it. AC unit replacement, damaged beyond repair. Metal roof damage and siding damage exists on two other out buildings on the property that the Encompass adjuster agreed were damaged, yet here we are still arguing over the obvious damage. We supplied pics 4 months ago, or more, for both these buildings, "no brainier hail", meaning you don't need much of one to see the damage and know it should be paid for. **BGC has been doing this a long time, we know the rules, codes, and laws that apply to given areas and locations and we advocate for our customers so they are able to restore their property to today's current standards. That is what BGC does do!**

I have attached our latest supplement so all these supplement items can be addressed and get this claim closed. Items in bold are in need of attention and approval.

(Emphasis added). Schober attached Buckshot's July estimate, an estimate from Southern Iowa Heating, Cooling and Plumbing for a new air conditioning unit, and a copy of Iowa Administrative Code rule 191—15.44.

36. On December 13, 2023, Encompass Claims Manager spoke with Schober via telephone. They discussed several items included in Buckshot's estimate. Schober advised that he had not received Encompass's revised estimate of November 20, 2023. Encompass subsequently provided Schober a copy of Encompass's revised estimate.

37. On December 19, 2023, Schober sent Encompass the following email:

Mark,

I appreciate your speedy response. **We are requesting your position on the siding that has still not been paid for accurately.** Does line of sight exclude for fade? If so please specify where this is stated. The insured only owes their deductible to remake their home to a reasonably uniform line of sight. **I have attached the law again, can you explain it to Brandon and myself where that law states any exclusion whatsoever about anything being excluded. That law trumps any policy language.**

Metal buildings have spatter and dents. Spatter marks means fresh hail and dents mean damage. This house had major hail and them [sic] buildings are insured. You can see fresh spatter on ice house and pole shed with dents. BGC is a certified home inspector and been part of contractor programs all over the US for years, First Choice, Vericclaim, Sedgewick, and Contractor Connections to name a few. This is no brainer hail and

should have been adjusted accordingly from the start. **Were these metal buildings insured at the time of the storm? If not, please provide the language to your insured stating so. The insured has paid premiums for coverage that is currently being denied for legitimate damage.**

(Emphasis added). Schober attached a copy of the July estimate to the email.

38. On or about January 17, 2024, Schober and the Encompass Claims Manager had a telephone discussion about Edmunds's claim. During this call, Schober disputed several items that Encompass had determined were not covered. At the end of their conversation, Encompass requested that Schober/Buckshot advise on how they would like to proceed.

39. Edmunds's claim has not yet been resolved.

III. CONCLUSIONS OF LAW

COUNT I

Unlicensed Public Adjuster

40. 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."

41. 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."

42. 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).

43. 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.

44. 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.

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

46. 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.”

47. 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.”

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

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

50. Respondents are acting, or giving the impression that they are acting, as public adjusters by making or endorsing statements on Buckshot’s publicly available website and Buckshot’s Facebook page that advertise Buckshot for employment as a public adjuster of first-party

insurance claims or otherwise solicit business or represent to the public that Buckshot is a public adjuster of first-party insurance claims for loss or damage to real or personal property of an insured in violation of Iowa Code § 522C.2(7)(b).

51. Respondents acted as public adjusters by negotiating Edmunds's first-party insurance claim for damage to his home with Encompass in violation of Iowa Code § 522C.2(7)(a).

Schober acted on behalf of Buckshot when negotiating Edmunds's claim with Encompass.

52. Yates, as the owner of Buckshot, is responsible for all aspects of Buckshot's business, including approving its advertising, directing the conduct of Buckshot's agents and employees, and ultimately receiving compensation in the form of profits generated from Buckshot's business activities.

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

54. 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, and 522C.6, and Iowa Administrative Code rule 191—55.3.

COUNT II

Unfair Trade Practices

55. 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."

56. 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.” This definition does not distinguish between an insurer’s adjusters and public adjusters.

57. 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.”

58. 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).

59. 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).

60. 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.

61. 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.

62. 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.

63. 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.

64. Buckshot is and has been a residential contractor within the meaning of Iowa Code § 103A.71 at all relevant times hereto.

65. Respondents are and have been committing an unfair trade practice by acting as public adjusters in publishing online advertisements offering to negotiate insurance claims on the behalf of potential Iowa customers, while acting as their residential contractor, in violation of Iowa Code §§ 103A.71(3) and 522C.4.

66. Respondents committed an unfair trade practice by negotiating Edmunds's first-party insurance claim for damage without being licensed as a public adjuster, in violation of Iowa Code §§ 103A.71(3) and 522C.4.

67. Yates, as the owner of Buckshot, is responsible for all aspects of Buckshot's business, including approving its advertising, directing the conduct of Buckshot's agents and employees, and ultimately receiving compensation in the form of profits generated from Buckshot's business activities.

68. Respondents' acts and practices violated Iowa Code §§ 507B.3 and 522C.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, 507B.6, 507B.7 and 522C.6.

IV. ORDER

IT IS THEREFORE ORDERED that, pursuant to Iowa Code §§ 505.8, 507B.7, 522C.6, Respondents and any of their agents, representatives, employees, and officers shall not, directly or indirectly:

- (1) Act for or aid an insured in negotiating for or effecting the settlement of any 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 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; 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.

However, nothing in this order shall be construed to prohibit any activity permissible under Iowa law, such as:

- (1) Soliciting and offering repair or reconstruction services to homeowners or business owners;
- (2) Offering an 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) Preparing an estimate and scope of work for the loss;
- (4) Discussing with the customer the estimate or scope of work;
- (5) Recommending to an insured homeowner or business owner that the policyholder file an insurance claim with their insurer;
- (6) Attending any inspection of the damage by an insurer's adjuster; and
- (7) Answering questions the policyholder or the insurer's adjuster has about the estimates.

IT IS FURTHER ORDERED that Respondents shall instruct any and all agents, representatives, employees, and officers regarding the prohibition against unlicensed public adjusting in the state of Iowa pursuant to Iowa Code chapter 522C and Iowa Administrative Code 191.55. Respondents shall direct them to abide by chapter 522C 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 specific conduct:

- (1) Initiating, handling, negotiating, or otherwise taking any direct or indirect role in effecting settlement of any Iowa insured's insurance claim, excepting any activity that is legally permissible as identified in the preceding Order;
- (2) Reviewing a consumer's insurance contract;
- (3) Giving advice to a consumer on provisions of their insurance contract including demanding appraisal;
- (4) Choosing an appraiser or public adjuster to handle a consumer's claim; and
- (5) Directly or indirectly advertising, marketing, or otherwise holding themselves 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 statements on the Buckshot 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 of 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 any website and social media pages owned or controlled by Respondents and/or any of their officers, agents, representative, or employees, in which Respondents state or imply that Respondents may act as a public adjuster in Iowa of first-party insurance claims for loss or damage to real or personal property of Iowa insureds. Respondents shall certify that they have made all necessary remediation pursuant to this Order within thirty (30) days of issuance of this order. Respondents

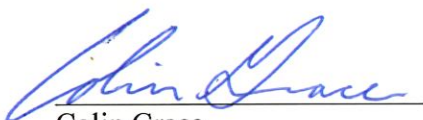
may satisfy this requirement by displaying a disclaimer that Respondents are not public adjusters in Iowa and do not perform public adjusting services in Iowa.

SO ORDERED on the 20th day of May, 2025.



DOUGLAS M. OMMEN
Iowa Insurance Commissioner

Respectfully submitted,



Colin Grace
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ATTORNEYS 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 May 20, 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 § 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

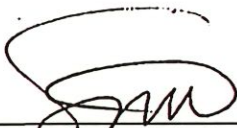
A final cease and desist order may adversely affect other existing business or professional licenses and may result in license revocation or disciplinary action.

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

We, Nathan Scott Schober, and Chad Yates, in our personal capacities, and Chad Yates in his capacity as representative of Picture Perfect Cable Inc, d/b/a Buckshot Exteriors, d/b/a Buckshot General Contracting, Respondents in this matter, have read, understood, and do knowingly consent to this Order in its entirety. We have consulted with our attorneys, and we fully understand the terms of this Consent Agreement. By executing this Consent, each of us understands that we are waiving our rights to a hearing, to confront and cross-examine witnesses, to produce evidence, and to judicial review.

We 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. We 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). We 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.



Nathan Scott Schober, Respondent

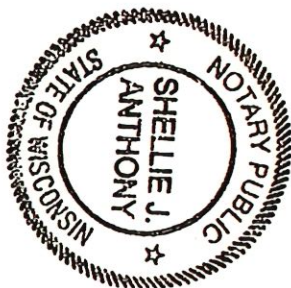
5/12/25

Date

8347 4th St, Amherst Jct, WI

Address of Signatory
54407

Subscribed and sworn before me by Nathan Scott Schober on this 12 day of May,
2025.





Notary Public for the State of Wisconsin

[Signature]
Chad Yates, Respondent

5-19-25
Date

2668 Salem Rd, Danville, IA 52623
Address of Signatory

Subscribed and sworn before me by Chad Yates on this 19th day of May, 2025.

[Signature]
Notary Public for the State of WI
Expires: 07/24/2027

[Signature]
Chad Yates, as owner of Picture Perfect Cable Inc,
d/b/a Buckshot Exteriors, d/b/a Buckshot General Contracting

5-19-25
Date

2668 Salem Rd, Danville, IA 52623
Address of Picture Perfect Cable Inc, d/b/a Buckshot Exteriors, d/b/a Buckshot General Contracting

Subscribed and sworn before me by Chad Yates on this 19th day of May, 2025.

[Signature]
Notary Public for the State of WI
Expires: 07/24/2027