

IN THE MATTER OF THE

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MARYLAND INSURANCE  
ADMINISTRATION

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v.

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CERTIFIED INC.  
C/O STEPHEN MITCHELL, JR.  
RESIDENT AGENT

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and

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THOMAS ENARD KEEHN JR.

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**CONSENT ORDER**

This Consent Order is issued by the Maryland Insurance Administration (“Administration”), against Thomas Enard Keehn, Jr. (“Respondent”), with consent, pursuant to §§2-108 and 2-204 of the Insurance Article, Md. Code Ann. (2017 Repl. Vol. & Supp.) (“Insurance Article”).

**Background**

1. On February 5, 2021, the Administration issued an Order against Respondent.
2. On March 2, 2021, Respondent timely requested a hearing.
3. On May 10, 2021, this matter is scheduled for a hearing.
4. Respondent disputes the Administration’s findings and conclusions of law contained in the initial Order, but wish to resolve these matters amicably through this Consent Order.

**Findings**

5. Keehn was the owner of Certified, an incorporated business with its principal office in Highland, Maryland. Keehn is licensed a salesman through the Maryland Home Improvement

Commission (“MHIC”) (License No. 46336). On March 18, 2020, Keehn sold Certified to Stephen Mitchell (“Mitchell”). Keehn remained an employee of Certified until August, 2020. Certified is a licensed as a home improvement business with the MHIC (Registration No. 40213). The Administration’s investigation determined that Respondents are not now, and have never been licensed to act as public adjusters ’s in Maryland.

**Allegations Made by the Homeowner**

6. In June of 2020, a homeowner whose home was insured by Foremost Insurance Company, (“Foremost”), an authorized insurer, notified the Administration that on April 10, 2020, he entered into a contract with Certified to make repairs to his home. The homeowner advised that he entered into a Storm Damage Restoration Agreement with Keehn and Certified. Keehn offered to contact Foremost to negotiate the work needed to “fix the damage.” The Storm Damage Restoration Agreement stated:

*I/we agree to retain Certified, Inc. to General Contract the replacement and/or repair of the Insurance claim for the property listed above, contingent upon Certified, Inc. obtaining my Insurance Company’s approval.....It is both understood and agreed that Certified, Inc. is authorized to contact my Insurance Company and meet with their representative as necessary to negotiate the replacement and/or repair work to be done at the above listed property on my behalf. Certified, Inc. may begin work on the above listed property once the Insurance Company and Certified, Inc. come to a mutually agreed upon scope of work needed to repair damages and the final cost of the claim is determined....The homeowner’s (sic) agree to provide all necessary documentation for claim (also providing any and all pertinent documentation to facilitate a prompt payment from the Insurance Company ...Certified, Inc. reserves the right to file all supplemental claims and perform additional work that is approved by the Insurance Company...Homeowners agree that all monies paid or allotted by the Insurance Company shall be paid directly to Certified, Inc. by the homeowners. Homeowners agree to submit Certified, Inc. invoices to the Insurance Company within (7) seven business days of receipt of invoices from Certified, Inc....The scope of work and cost of repairs will be determined by the final settlement with the Insurance Company.*

Based on the wording within the contract, as well as Keehn's actions, the homeowner suspected that Respondents were acting as PA's without the requisite license to do so.

7. The homeowner reported that after entering into the agreement with Respondents, Keehn contacted Foremost and discussed upgraded materials and additional roofing services, to "secure the property from further damage." Keehn advised the homeowner that Foremost was accepting liability but failed to tell him about upgrading the materials.

8. On April 13, 2020, Keehn asked the homeowner for an update on the insurance claim. The homeowner advised Keehn that the claim was moving forward and that the total replacement cost was approximately \$8,000.00. Keehn asked the homeowner to email him an outline of the Foremost claim and settlement documents. Upon receipt of the requested documents, Keehn advised the homeowner that the appraised replacement value was adequate, and to move forward without filing a supplemental claim.

9. On May 11, 2020, Keehn left a voicemail for the homeowner, advising him to submit supplemental charges to Foremost [for putting a tarp on the roof].

10. On May 13, 2020, Foremost notified the homeowner that Respondents had requested claim documents, and provided to Foremost the Storm Damage Restoration Agreement identified in paragraph 2 *supra*. The insured stated,

I realize that in essence, Mr. Keehn attempted to negotiate to a more expensive material to capitalize on the insurance settlement.

#### **The Administration's Investigation**

11. The Administration confirmed that the homeowner was a named insured on a homeowner's insurance policy issued by Foremost, a member of Farmers Insurance Group of Companies (Farmers), an authorized insurer. The policy was in effect from March 15, 2020 to March 15, 2021.

12. The homeowner provided the Administration the following email correspondence with Certified's representatives:

- April 10, 2020 email he received from Certified, which stated:

Good afternoon Brian, as per your conversation with Tom [Keehn], please see the attached Storm Damage Restoration Agreement form. If you could please complete the attached, **we will be happy to help you with your insurance claim.** [*emphasis added*]

- April 15, 2020,

Homeowner emails claim documents to Keehn.

- April 15, 2020 email he received from Keehn containing an attached Xactimate estimate prepared by Certified, which stated:

Brian, please forward to [Insurance Representative] with Farmers because I do not have his appropriate email. Here is the Xactimate estimate for your project. Please let me know you received this estimate. Thanks Tom

13. The homeowner provided the Administration with the following voicemails from Keehn:

- May 11, 2020 voicemail from Keehn wherein he advised the homeowner to submit a supplemental claim for putting a tarp on the roof. The voicemail stated:

*"...you might not have gotten the tarping check [unintelligible], but that's something you need to contact the insurance company...the insurance company...we billed them under the same invoice...I can't bill them separately, it's billed on the same invoice as a supplemental item and they received the same invoice that you received and should've cut you a check, so you need to contact them, find out if they're going to pay you the balance on that. They should. They told us they would. So, you need to get that wrapped up. There's not a separate claim for the...uh, insurance company to pay out tarping services..."*

- May 27, 2020, voicemail from Keehn to the homeowner:

*"...[W]e have the documentation that you said you wouldn't pay us because the insurance company didn't pay you for the tarping services. But we have the documentation showing that the insurance company did in fact a hundred percent pay you for the additional amount of the tarping services. And it's actually more money than what we billed you for the tarping services.... If we're not paid.....we will, you know, go forward filing suit against you for breach of contract...."*

14. The homeowner provided the Administration the following voicemail from Foremost's representative:

- May 13, 2020, voicemail to the homeowner from a Foremost representative:

*"I got a request from the contractor to send the estimate with the storm damage...paperwork that was signed..."*

15. On November 19, 2020, an investigator for the Administration contacted the Foremost representative who handled the homeowner's claim. He confirmed speaking with Keehn on April 10, 2020, wherein Keehn discussed upgrading materials. During that conversation, the representative advised Keehn that upgraded materials would have to be discussed with the homeowner, not Foremost.

16. The Foremost representative provided the Administration the following email correspondence with Certified:

- April 30, 2020 email he received from Certified demanding payment, which stated:

*Attached please find our invoice for services rendered for Mr. [Homeowner's] claim...  
...Please Confirm receipt of this email, and if you could give us an idea of when we can expect payment, it would be greatly appreciated."*

In response, the Foremost representative replied as follows:

*The customer has been paid the full amount his policy will cover. Please forward invoice to him for final payment.*

- May 11, 2020 email to Foremost from Certified demanding claim documents:

*Attached is the Storm damage restoration agreement that Mr. [Homeowner] signed authorizing us to work with you on his behalf. [emphasis added] Could you please send me a copy of the report, thank you.*

17. The Administration examined the Farmers/Foremost claim log notes, which detail in pertinent part, Keehn's May 11, 2020 call to Foremost in which he discussed coverage for putting a tarp on the roof and upgraded materials. The notes reference the Foremost

representative reminding Keehn of their April 10, 2020 conversation wherein he was told upgraded materials were not covered. In a second call to Foremost, on the same date, the homeowner was on the line, and there were further discussions about putting a tarp on the roof and insurance coverage.

18. The Administration interviewed Mitchell the resident agent and current owner of Certified. Mitchell confirmed that he purchased Certified from Keehn in March of 2020. Keehn continued his employment with Certified until August, 2020. Mitchell denied having knowledge of the content of the Storm Damage Restoration Agreement, which he reported he will no longer use.

19. The Administration interviewed Keehn, who denied acting as a PA, or working with the insurance company during the subject matter claim. He reported that the purpose of the Storm Damage Restoration Agreement was to prevent customers from changing contractors. Keehn acknowledged selling Certified in March, 2020, but remaining employed there until August, 2020.

20. By the conduct set forth above, Respondent Keehn has violated the Maryland Insurance Article.

21. As evidenced, *inter alia*, on April 10, 2020, a Certified representative sent an email to the homeowner. "...per your conversation with Tom [Keehn], please see the attached Storm Damage Restoration agreement form. If you could complete the attached, we will be happy to help you with your insurance claim.":

- (a) Thomas Enard Keehn, Jr. acted as a public adjuster in the State without a license in violation of §§ 10-401(g), 10-403(a), 4-205(b);

(b) Thomas Enard Keehn, Jr. acting on behalf of Certified, Inc. used a "Storm Restoration Agreement," which represented to the public that he could offer public adjusting services although he had not received the appropriate license in violation of § 27-405(a)(1); and

22. Administrative fines shall be made payable to the Maryland Insurance Administration and shall identify the case by numbers (MIA-2021-02-009) and name (Thomas Enard Keehn, Jr.). Payment of the administrative fine shall be sent to the attention of: Associate Commissioner, Insurance Fraud Division, 200 St. Paul Place, Suite 2700, Baltimore, Maryland 21202. Unpaid fines will be referred to the Central Collections Unit for collection.

23. The parties acknowledge and agree that this Order resolves the factual allegations in the Initial Order and this Consent Order with respect to Respondent. Accordingly, execution of this Order concludes the investigation of Respondent with respect to the allegations and findings made in the Initial Order and this Consent Order.

24. This Consent Order will supersede the Initial Order issued on February 5, 2021.

25. Order #MIA-2021-02-008 as to Certified, Inc. is rescinded.

**Order**

WHEREFORE, for the reasons set forth above, it is this 29<sup>th</sup> day of July, 2021,

**ORDERED** by the Commissioner and consented to by Respondents, that:

A. For the violations stated herein, the Administration hereby imposes an administrative penalty on Respondent Thomas Enard Keehn, Jr. on behalf of himself and Respondent Certified, Inc. in the amount of \$3,500. The administrative penalty shall be paid as follows:

- i. \$1,750.00 paid by Respondent to the Administration along with the submission of the executed Consent Order;
- ii. \$1,750.00 due by August 1, 2021.

- B. Failure to pay as outlined in paragraph A constitutes a default and Notice of Default is hereby waived by Respondent. Failure to make a monthly installment payment will result in the entire balance becoming immediately due and payable and the matter will be referred to the Central Collections Unit of the Department of Budget and Management for collection.

The executed Consent Order and initial payment shall be sent to the attention of: Maryland Insurance Administration, Steve Wright, Associate Commissioner, Insurance Fraud & Enforcement Division, 200 St. Paul Place, Suite 2700, Baltimore, MD 21202 and shall identify the case by number (MIA-2021-02-008) and name (Thomas Enard Keehn, Jr.).

- C. Within 30 days of the date of this Consent Order, Respondent shall confirm in a letter to the Commissioner that he has discontinued all business activities in the State of Maryland that fall within the scope of activities defined in § 10-401.
- D. Respondent agrees that he will not act as a public adjuster without first obtaining a license. Respondent shall confirm in a letter to the Administration that Respondent has discontinued holding himself out as a person or entity qualified to act on behalf of Maryland policyholders in the evaluation, appraisal, estimation or negotiation of the cost to repair damages covered by a policy of insurance.
- E. The parties acknowledge that this Order contains the entire agreement between the parties relating to the administrative actions addressed herein and that this Order resolves all matters relating to the assertions and agreements contained herein. All time frames set forth in this Order may be amended or modified only by subsequent written agreement of the parties.
- F. Respondent has had the opportunity to have this Order reviewed by legal counsel of his choosing, and he is aware of the benefits gained and obligations incurred by the execution of this Order. Respondent waives any and all rights to any hearing or judicial review of this Order to which he would otherwise be entitled under the Insurance Article with respect to any of the determinations made or actions ordered by this Order.
- G. For the purposes of the Administration and for any subsequent administrative or civil proceedings concerning Respondent, whether related or unrelated to the foregoing paragraphs, and with regard to requests for information about the Respondents made under the Maryland Public Information Act, or properly made by governmental agencies, this Order will be kept and maintained in the regular course of business by the Administration. For the purposes of the business of the Administration the records and publications of the Administration will reflect this Order.
- H. Nothing herein shall be deemed a waiver of the Commissioner's right to proceed in an administrative action or civil action to enforce the terms of this Order.



Failure to fully comply with the terms of this Order may subject Respondent to further legal and/or administrative action.

- I. This Order shall go into effect upon signing by the Commissioner or her designee, and is a Final Order of the Commissioner under § 2-204 of the Insurance Article.

KATHLEEN A. BIRRANE  
INSURANCE COMMISSIONER

By: **signature on original**

STEVE WRIGHT  
Associate Commissioner  
Insurance Fraud and  
Producer Enforcement Division

RESPONDENTS' CONSENT

RESPONDENT THOMAS ENARD KEEHN, JR. hereby CONSENTS to the representations made in, and to the terms of, this Consent Order.

Name: THOMAS E. KEEHN JR.

Signature: signature on original

Date: 7/9/21

RESPONDENT CERTIFIED, INC. hereby CONSENTS to the representations made in, and to the terms of, this Consent Order.

Name: STEPHEN T. MITCHELL JR.

Signature: signature on original

Date: 7/22/21