

**SOAH DOCKET NO. 454-22-02837**  
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STATE OFFICE OF  
ADMINISTRATIVE HEARINGS  
Carol Hale, CLERK

**TEXAS DEPARTMENT OF INSURANCE,**

**Petitioner**

**v.**

**ANDREW JOSEPH MITCHELL,**

**Respondent**

**BEFORE THE STATE OFFICE**

ACCEPTED  
454-22-02837  
9/23/2022 4:56:58 pm  
STATE OFFICE OF  
ADMINISTRATIVE HEARINGS  
Carol Hale, CLERK

**OF**

**ADMINISTRATIVE HEARINGS**

**THE TEXAS DEPARTMENT OF INSURANCE'S FIRST AMENDED PETITION**

The Texas Department of Insurance is seeking to take disciplinary action against Andrew Joseph Mitchell. The department previously filed an Original Petition and is now amending those allegations. In support of this amended petition, the department makes the following allegations upon information and belief:

**Jurisdiction**

The Commissioner of Insurance has jurisdiction over this matter under TEX. INS. CODE §§ 82.051-82.055, 84.021-84.044, 101.102, 4001.002, 4001.101, 4001.252, 4005.101, 4005.102, 4102.051, and 4102.104; 28 TEX. ADMIN. CODE § 19.713; and TEX. GOV'T CODE §§ 2001.051-2001.178.

**Factual Allegations**

Licensure

1. Andrew Joseph Mitchell (Mitchell), individual identification number 670795, holds a public insurance adjuster license originally issued by the Texas Department of Insurance on January 12, 2011.
2. Mitchell previously held an adjuster license with a property and casualty qualification originally issued by the department on February 16, 2006, but this license expired on February 16, 2016, due to Mitchell's failure to renew.

3. On December 5, 2019, Mitchell legally changed his name to Andrew Joseph Mitchell. On March 4, 2020, Mitchell notified the department of his name change. Mitchell was originally issued both licenses referenced above under the name Andrew Joseph Aga.
4. Mitchell Adjusting International, LLC (Mitchell Adjusting), firm identification number 2523361, held a public insurance adjusting firm license originally issued by the department on May 22, 2020. Mitchell Adjusting's public insurance adjusting firm license expired on May 22, 2022, due to failure to renew.
5. On June 2, 2020, Mitchell became associated with Mitchell Adjusting as a designated responsible licensed person. According to the Texas Secretary of State records (SOS), Kade Austen Mitchell is listed as the registered agent for Mitchell Adjusting and is Mitchell's son.

#### Unauthorized Business of Insurance

6. On September 7, 2017, Mitchell filed a Certificate of Assumed Business name for International Consulting Group (ICG) under Loss Consultants, LLC with the Texas Secretary of State. Mitchell conducts the business of insurance through ICG. ICG is not licensed or registered with the department.
7. Texas Wind Consultants, LLC (TWC) is an active Texas Domestic Liability Company. Mitchell serves as director of TWC. TWC is not licensed or registered with the department.
8. Loss Consultants of Texas LLC (LCT) is an active Texas Domestic Liability Company. Mitchell serves as owner of LCT. LCT is not licensed or registered with the department.
9. For all allegations in this petition, Mitchell acted in his individual capacity and/or through Mitchell Adjusting International and/or one of these unauthorized entities.

Agent Misconduct

Friendship Missionary Baptist Church

10. On or around October 10, 2018, Friendship Missionary Baptist Church's (Friendship Missionary) roof sustained wind damage.
11. On or around November 15, 2018, Brotherhood Mutual Insurance Company (Brotherhood Mutual) issued a check payable to "[Friendship Missionary]" in the amount of \$183,207.89. Upon receipt of the check, and without the knowledge or consent of the insured, Mitchell forged the insured's signature without remitting any funds to the insured.
12. On or around November 30, 2018, Friendship Missionary retained Mitchell (referred to as "Drew Aga" on the contract) to represent it as the public insurance adjuster on its roof damage claim.
13. On or around December 10, 2018, Mitchell sent a letter of representation to Brotherhood Mutual stating that "Drew Aga is the authorized [p]ublic [i]nsurance [a]djusting [f]irm representing [Friendship Missionary] as it relates to this claim."
14. On or around July 24, 2019, Brotherhood Mutual issued a check payable to "[Friendship Missionary] and [LCT] dba Texas Claim Consultants" in the amount of \$3,376,102.18. Upon receipt of the check, and without the knowledge or consent of the insured, Mitchell forged the insured's signature without remitting any funds to the insured.
15. On or around December 11, 2019, Brotherhood Mutual issued a check payable to "[Friendship Missionary] and [LCT]" in the amount of \$2,762,783.93. Upon receipt of the check, and without the knowledge or consent of the insured, Mitchell forged the insured's signature without remitting any funds to the insured.
16. On or around January 6, 2021, Brotherhood Mutual issued a check payable to "[Friendship Missionary] and [LCT]" in the amount of \$544,512.80. Upon receipt of the check, and without the knowledge or consent of the insured, Mitchell forged the insured's signature without remitting any funds to the insured.

G.Z. and A.Z.

17. On or around May 9, 2019, G.Z. and A.Z.'s roof sustained damage. On or around June 3, 2019, G.Z. and A.Z. retained Mitchell (referred to as "Drew Aga" on the contract) to represent them as the public insurance adjuster on their roof damage claim. Mitchell inspected G.Z. and A.Z.'s roof and provided an estimate.
18. On or around June 21, 2019, one of Mitchell's employees filed a claim with QBE Insurance Corporation a/k/a North Queensland Insurance Company Limited (QBE) on behalf of the insureds.
19. On or around September 30, 2019, Mitchell sent a letter to QBE stating that "Texas Claim Consultants – Andrew Aga is the authorized [p]ublic [i]nsurance [a]djusting [f]irm representing [G.Z.] as it relate[d] to [the] claim." The letter requested that any insurance documents, estimates, and/or letters regarding the loss be sent to an email address containing "ICG claims" as the domain name. ICG is not licensed or registered with the department.
20. On or around October 28, 2019, Mitchell sent a second letter to QBE stating that that "Texas Claim Consultants – Andrew Aga is the authorized [p]ublic [i]nsurance [a]djusting [f]irm representing [G.Z.] as it relate[d] to [the] claim." The letter went on to state "[a]s of today, October 27, 2019 PA Andrew Aga is no longer representing this client and releasing any and all documents related to this claim."
21. On or around October 29, 2019, QBE issued a check payable to G.Z., "Drew Aga", and a third individual who did not work this claim in the amount of \$4,171.27. Upon receipt of the check, and without the knowledge or consent of the insureds, Mitchell forged both G.Z. and A.Z.'s signatures on the check and negotiated the check without remitting any funds to the insureds.
22. On or around March 2, 2020, Mitchell sent a third letter to QBE stating that "Texas Claim Consultants – Andrew Aga is the authorized [p]ublic [i]nsurance [a]djusting [f]irm representing [G.Z.] as it relate[d] to [the] claim." The letter requested that any insurance documents, estimates, and/or payments letter regarding the loss be sent to an email address containing "ICG claims" as the domain name. ICG is not licensed or registered with the department.

23. On or around May 12, 2020, Mitchell sent a fourth letter to QBE stating that "Texas Claim Consultants – Andrew Aga is the authorized [p]ublic [i]nsurance [a]djusting [f]irm representing [G.Z.] as it relate[d] to [the] claim." The letter requested that all recoverable depreciation be released as "all repairs are complete and in process." The letter listed the address for Mitchell Adjusting as the payment address.
24. On or around May 13, 2020, Mitchell submitted the certificate of completion to QBE. QBE then issued a check payable to G.Z. and a third individual who did not work this claim in the amount of \$3,119.70. That same day, the insureds contacted QBE to check on the status of their claim. The insureds were informed two checks had been issued in the amounts of \$4,171.27 and \$3,119.70. The insureds had not received any funds and were not aware payment had been issued.
25. On or around May 15, 2020, QBE voided the check in the amount of \$3,119.70.
26. In May 2020, the insureds completed and paid for the roof repairs out of pocket.
27. On or around August 11, 2020, the insureds sent QBE a notarized letter stating they no longer wanted Mitchell to represent them on their claim. QBE subsequently filed a complaint with the department.

L.R. and N.R.

28. On or around May 10, 2019, L.R. and N.R.'s roof sustained damage. Shortly after, L.R. was approached by two young men walking door to door looking to sign up customers. L.R. was presented with a document and was told the document would allow the company to file the claim on his behalf. The document was in English. L.R. is a native Spanish speaker and does not speak any English. L.R. was never informed he was signing a contract and was never provided with a copy of the document.
29. On or around September 12, 2019, a contract was executed between L.R. and "Drew Aga" for representation as the public insurance adjuster on their roof damage claim with Metropolitan Lloyds Company of Texas (MetLife).
30. On or around September 12, 2019, Mitchell sent a letter to MetLife stating that "Texas Claim Consultants – Andrew Aga is the authorized [p]ublic [i]nsurance [a]djusting [f]irm representing [L.R.] as it relate[d] to [the] claim." The letter

requested that a copy of the insured's policy and any other existing claim documents related to the loss be sent to an email address containing "ICG claims" as the domain name. ICG is not licensed or registered with the department.

31. On or around September 25, 2019, MetLife issued a check payable to "Andrew J Aga, [N.R., and L.R.]" in the amount of \$2,150.97. Upon the receipt of the check, and without the knowledge or consent of the insureds, Mitchell forged both L.R. and N.R.'s signatures on the check and negotiated the check without remitting any funds to the insureds.
32. MetLife later filed a complaint with the department after the insureds reported the forged signatures.

M.V. and V.V.

33. On or around September 10, 2019, M.V. and V.V.'s roof sustained wind and hail damage. M.V. reported the loss to the insurer, Cypress Property and Casualty Insurance Company (Cypress) sent a roof inspector to M.V.'s property. After the inspection, Cypress informed M.V. he would receive payment within a few weeks.
34. On or around October 31, 2019, Cypress issued a check payable to "[M.V. and V.V.] and Texas Claim Consultants Andrew J. Aga" in the amount of \$8,618.02. Upon receipt of the check, and without the knowledge or consent of the insureds, Mitchell forged M.V. and V.V.'s signature on the check and negotiated the check without remitting any funds to the insureds.
35. On or around January 9, 2020, M.V. contacted Cypress to inquire about repairs and the status of payment on his claim. Cypress advised M.V. that it had issued a settlement check to Mitchell on October 31, 2019. M.V. advised Cypress that he had not hired a public insurance adjuster and had not signed a letter of representation.
36. On or around May 12, 2020, Mitchell sent Mitchell sent a letter to Cypress stating that "Texas Claim Consultants – Andrew Aga is the authorized [p]ublic [i]nsurance [a]djusting [f]irm representing [M.V.] as it relate[d] to [the] claim." The letter requested that a copy of the insured's estimate and any other existing claim documents related to the loss be sent to an email address containing "ICG claims" as the domain name. ICG is not licensed or registered with the department.

37. Cypress subsequently filed a complaint with the department.

R.S. and M.S.

38. On or around May 9, 2020, R.S. and M.S.'s roof sustained damage. R.S. and M.S. are native Spanish speakers and speak minimal English. Their daughter, X.M. f/k/a X.H., lives with them and was the primary contact for her parents throughout this insurance claim process.
39. R.S. and M.S. were approached by a representative from MZM Consulting, LLC, (MZM) a construction management company. In the presence of X.M., R.S. signed an agreement with MZM dated May 24, 2019. This agreement authorized MZM to contact their insurer, Allstate, on their behalf and start the claims process. The insureds maintain this is the only agreement they signed.
40. On July 22, 2019, Allstate was contacted by Mitchell. This was before Mitchell's name change, so the Allstate claim references him as Andrew Aga. Mitchell filed the First Notice of Loss for the claim with Allstate.
41. On August 2, 2019, Mitchell provided to Allstate a public adjuster agreement with R.S. During the department's investigation, two agreements between Mitchell and R.S. were recovered. One dated August 2, 2019, with a handwritten signature purported to be from R.S., and the other dated August 8, 2019, with a typed signature from R.S.
42. In a letter accompanying the agreement Mitchell provided to Allstate on August 2, 2019, Mitchell states, "Texas Claim Consultants – Andrew Aga is the authorized [p]ublic [i]nsurance [a]djusting Firm representing [R.S.] as it relate[d] to [the] claim." The letter requested that any insurance documents, estimates, and/or letters regarding the loss be sent to an email address containing "ICG claims" as the domain name. ICG is not licensed or registered with the department.
43. On or about April 13, 2020, Allstate issued a check payable to "Drew Aga" and R.S. and M.S. for \$6,623.30. This check was mailed to Mitchell per the agreement on file, but was never cashed.

44. On July 13, 2020, a representative of Mitchell's firm called Allstate to inquire about payment for the claim. Allstate informed the representative that payment was already sent. The representative requested the check be canceled and reissued and provided an updated address to send it.
45. On or around July 14, 2020, Allstate re-issued a check payable to "Andrew J. Aga and [R.S. and M.S.]" in the amount of \$6,623.30. Upon receipt of the check, and without the knowledge or consent of the insureds, Mitchell forged both R.S. and M.S.'s signatures on the check and negotiated the check without remitting any funds to the insureds.
46. The insureds still have not received any funds for their claim and ultimately had to pay out of pocket for repairs to their roof.
47. The insureds maintain that R.S. did not sign any agreement with Mitchell, that Mitchell never contacted them or their daughter directly, and they were not aware of Mitchell's involvement in their claim until July 9, 2020, when X.M. called Allstate inquiring about the status of the claim. Allstate sent a copy of the agreement to X.M.
48. The insureds' daughter filed a complaint with the department on January 4, 2021, specifically complaining about MZM. Allstate Insurance Company responded to the complaint on behalf of MZM and stated payment had already been sent to the insureds' public insurance adjuster, Mitchell. The insureds maintain they never signed the check and have not received any funds from Mitchell.

A.R.

49. On or around May 9, 2019, A.R.'s roof sustained wind and hail damage. A.R. was approached by MZM and signed an agreement dated July 26, 2019, allowing MZM to assist in his claim with A.R.'s insurer, Farmers.
50. Mitchell provided Farmers a copy of the public insurance adjuster agreement between himself and A.R. This agreement references Mitchell as Andrew "Drew" Aga. The agreement is dated June 12, 2019, and A.R.'s signature is typed.



51. On or around July 11, 2019, Mitchell filed the claim on A.R.'s behalf with Farmers. This was before Mitchell's name change, so he is referenced as Andrew "Drew" Aga throughout the claim file.
52. On or around February 18, 2020, Farmers issued a check payable to "Drew Aga, Quicken Loans Inc. [a]nd [A.R.]" in the amount of \$17,172.36. Upon receipt of the check, and without the knowledge or consent of the insured, Mitchell forged A.R.'s signature on the check and negotiated the check without remitting any funds to the insured.
53. On or around April 16, 2020, A.R. contacted Farmers. He was informed that payment on his claim had been issued and the check cashed. A.R. stated he had not heard of Drew Aga prior to this conversation, and did not sign the check.
54. Farmers opened an investigation following this conversation. The investigation confirmed that the signature for Quicken Loans, Inc. was also forged.
55. The department discovered Mitchell's misconduct in this instance through its investigation into another complaint previously submitted to the department.

St. Juste Management Corp.

56. On or around May 27, 2020, St. Juste Management Corp.'s (SJMC) roof sustained wind and hail damage. SJMC retained Mitchell Adjusting to represent it as the public insurance adjusting firm on its claim.
57. On or around September 1, 2020, Mitchell Adjusting sent a letter to Nationwide Insurance (Nationwide) stating that "Mitchell Adjusting International, LLC is the public adjusting firm representing [SJMC] on the . . . claim."
58. On or around December 8, 2020, Nationwide issued a check payable to "Andrew J Mitchell and St Juste Management Corp" in the amount of \$31,961.77. Upon receipt of the check, and without the knowledge or consent of the insured, Mitchell forged the insured's signature on the check and negotiated the check without remitting any funds to the insured.
59. On or around January 11, 2021, Nationwide issued a second check payable to "Andrew J Mitchell and St Juste Management Corp" in the amount of \$30,558.40.

Upon receipt of the check, and without the knowledge or consent of the insured, Mitchell forged the insured's signature on the check and negotiated the check without remitting any funds to the insured.

Tilo's Tex Mex

60. On or around May 27, 2020, Tilo's Tex Mex's (TTM) roof sustained wind and hail damage. On or around July 2, 2020, TTM retained Mitchell Adjusting to represent it as the public insurance adjusting firm on its roof damage claim.
61. On or around September 2, 2020, Nationwide issued a check payable to "Mitchell Adjusting & BB&T & Wallis State Bank & Tilo Tex Mex LLC" in the amount of \$53,269.74. Upon receipt of the check, and without the knowledge or consent of the insured, Mitchell forged the insured's signature on the check and negotiated the check without remitting any funds to the insured.
62. On or around September 15, 2020, Mitchell sent an email to Nationwide checking on the status of the engineering report on TTM's claim.
63. On or around December 9, 2021, Mitchell sent an email to Nationwide with the appraisal aware signatures attached for TTM's claim. Mitchell directed Nationwide to make payment to the address listed for Mitchell Adjusting.
64. On or around January 6, 2022, Nationwide issued a check payable to "Mitchell Adjusting and BB&T and Wallis State Bank and Tilo Tex Mex LLC" in the amount of \$35,963.12. Upon receipt of the check, and without the knowledge or consent of the insured, Mitchell Adjusting forged the insured's signature on the check and negotiated the check without remitting any funds to the insured.

L.A. and G.A.

65. On or around February 16, 2021, L.A. and G.A.'s home sustained a loss due to Winter Storm Uri. On or around May 17, 2021, L.A. and G.A. retained Mitchell Adjusting to represent them as the public insurance adjusting firm on their claim. The contract was signed by Kade Austen Mitchell (Mitchell's son), but the subsequent handling of the claim was done by Mitchell in either his individual capacity or through Mitchell Adjusting.

66. On or around January 31, 2022, Swyfft, LLC issued two checks payable to "[G.A.] and Mitchell Adjusting" in the amount of \$27,826.08 and \$206.72. Upon receipt of the checks, and without the knowledge or consent of the insureds, Mitchell forged both L.A. and G.A.'s signatures on the checks and negotiated the checks without remitting any funds to the insureds.
67. On or around April 21, 2022, L.A. sent a letter to Mitchell demanding that he settle his debt and honor the contract. L.A. gave Mitchell 30 days to comply.
68. On or around July 11, 2022, Mitchell Adjusting issued a check to L.A. in the amount of \$28,032.80.

Debra Hail Saint Raguel Ethiopian Orthodox Church

69. On or around April 15, 2021, Debra Hail Saint Raguel Ethiopian Orthodox Church's (EOC) building sustained hail damage. During the department's investigation, it was discovered that EOC did not know who Mitchell or Mitchell Adjusting were and EOC did not know why either Mitchell or Mitchell Adjusting were involved on its claim.
70. On or around June 17, 2021, Mitchell Adjusting sent a letter of representation to Church Mutual Insurance regarding EOC's claim. The letter requested that a certified copy of the insured's policy, any damage estimates, reports and/or correspondence be sent to Dominick Claus, the "claim's manager" assigned to the claim.
71. On or around August 2, 2021, Mitchell received settlement checks for EOC's claim in the amounts of \$15,624.10 and \$22,863.21. Without the knowledge or consent of the insureds, Mitchell forged the insured's signature on the checks and negotiated the checks without remitting any funds to the insured.
72. On or around September 1, 2021, Mitchell received an additional settlement check for EOC's claim in the amount of \$9,219.93. Without the knowledge or consent of the insured, Mitchell forged the insured's signature on the check and negotiated the check without remitting any funds to the insureds.
73. On or around June 8, 2022, Church Insurance sent an email to Mitchell referencing a prior conversation between Church Insurance and Mitchell. The email is

addressed to "Andrew" and states: "[p]er our conversation on Monday, you advised you would address the listed concerns with the customer via email. Can you forward me a copy for my file as we need to respond to the insured as well[?]"

74. On or around August 3, 2022, Mitchell sent an email to EOC. The email is addressed to "Father" with EOC and stated: "[y]ou either need to pay your deductible and finish the work or get your monies back from the contractor." The email was signed "Drew Mitchell."
75. EOC representatives maintain they never hired Mitchell or his company to assist in their claim and do not know how they became involved.

Om Sai Hotel LLC dba Econo Lodge

76. On or around February 14, 2021, Om Sai Hotel LLC's (Econo Lodge) building sustained a loss due to Winter Storm Uri. On or around February 14, 2021, Econo Lodge retained Mitchell Adjusting to represent it as the public insurance adjusting firm on its claim.
77. On or around May 17, 2021, Econo Lodge's building sustained an additional loss due to wind and hail damage. Econo Lodge retained Mitchell Adjusting to represent it as the public insurance adjusting firm on this subsequent claim.
78. On or around July 23, 2021, Mitchell Adjusting sent a letter of representation to Northfield Insurance Company (Northfield) stating "Mitchell Adjusting International, LLC is the public adjusting firm representing [Econo Lodge]" on its claim.
79. On or around October 19, 2021, Mitchell sent an email to Northland inquiring about the status of the claim. Within the email, Mitchell referred to himself as "the public adjuster on the file."
80. On or around October 22, 2021, Geico Texas County Mutual Insurance Company (Geico) issued a check payable to "Om Sai Hotel LLC and Mitchell Adjusting International LLC Mitchell" in the amount of \$102,078.51. Upon receipt of the check, and without the knowledge or consent of the insured, Mitchell forged the insured's signature on the check and negotiated the check without remitting any funds to the insured. It was later discovered during the department's investigation,

that the check was issued on the incorrect check letterhead and should have been issued on the Northfield check letterhead. Geico does not have any affiliation with this case.

81. On or around February 9, 2022, Northfield issued a check payable to "Om Sai Hotel LLC and Mitchell Adjusting International" in the amount of \$166,235.33. Upon receipt of the check, and without the knowledge or consent of the insured, Mitchell forged the insured's signature on the check and negotiated the check without remitting any funds to the insured.
82. On or around March 4, 2022, Mitchell issued a check to Econo Lodge in the amount of \$97,604.53. On or around April 15, 2022, Mitchell issued an additional check to Econo Lodge in the amount of \$206,728.99. Both checks were returned due to insufficient funds.
83. Econo Lodge subsequently filed a complaint with the department.

Durga M Hospitality Inc. dba Travelodge

84. On or around May 3, 2021, Durga M. Hospitality, Inc.'s (Travelodge) roof sustained hail damage. On or around June 22, 2021, Travelodge retained Mitchell Adjusting to represent it as the public insurance adjusting firm on its claim.
85. On or around June 23, 2021, Mitchell Adjusting prepared an estimate for Travelodge's claim. The estimate included several photographs of the building with the caption "[t]aken [b]y: Andrew Aga."
86. On or around June 24, 2021, Mitchell Adjusting sent a letter to Travelers Insurance Company (Travelers) stating that "Mitchell Adjusting International, LLC is the public adjusting firm representing [Travelodge] on the . . . claim."
87. On or around November 22, 2021, Travelers issued a check payable to "Mitchell Adjusting International and Durga M Hospitality Inc." in the amount of \$6,984.20. Upon receipt of the check, and without the knowledge or consent of the insured, Mitchell forged the insured's signature on the check and negotiated the check without remitting any funds to the insured.

88. On or around May 9, 2022, Travelers issued a check payable to "Mitchell Adjusting International" in the amount of \$25,298.13. Upon receipt of the check, and without the knowledge or consent of the insured, Mitchell forged the insured's signature on the check and negotiated the check without remitting any funds to the insured.

St. Paul's Lutheran Church

89. On or around June 20, 2019, St. Paul's Lutheran Church's (SPLC) roof sustained hail damage. On or around August 30, 2019, SPLC retained Mitchell (referred to as "Drew Aga" on the contract) to represent it as the public insurance adjuster on its roof damage claim.
90. On or around January 29, 2020, ICG prepared an estimate for SPLC's claim and listed "Andrew Aga" as the estimator. ICG is not registered or licensed with the department.
91. On or around February 4, 2020, Mitchell sent a letter of representation to Brotherhood Mutual Insurance Company (Brotherhood) stating that "Andrew Aga is the authorized [p]ublic [i]nsurance [a]djusting [f]irm representing [SPLC] as it relates to this claim." The email address included with Mitchell's signature block on the letter has "ICG claims" listed as the domain. ICG is not registered or licensed with the department.
92. On or around March 2, 2020, Mitchell sent a second letter to Brotherhood Mutual stating again that "Andrew Aga is the authorized [p]ublic [i]nsurance [a]djusting [f]irm representing [SPLC] as it relates to this claim." The email address included with Mitchell's signature block on the letter has "ICG claims" listed as the domain. ICG is not registered or licensed with the department.
93. On or around March 16, 2020, Mitchell sent a third letter to Brotherhood Mutual stating again that "Andrew Aga is the authorized [p]ublic [i]nsurance [a]djusting [f]irm representing [SPLC] as it relates to this claim." The email address included with Mitchell's signature block on the letter has "ICG claims" listed as the domain. ICG is not registered or licensed with the department.
94. On or around July 15, 2020, Mitchell sent a fourth letter to Brotherhood Mutual stating again that "Andrew Aga is the authorized [p]ublic [i]nsurance [a]djusting [f]irm representing [SPLC] as it relates to this claim." The letter went on to discuss

settlement. Mitchell included documentation from ICG. Further, the email address included with Mitchell's signature block on the letter has "ICG claims" listed as the domain. ICG is not registered or licensed with the department.

95. On or around April 18, 2022, Brotherhood Mutual issued a check payable to "[SPLC] and Andrew J. Aga" in the amount of \$179,746.47. Upon receipt of the check, and without the knowledge or consent of the insured, Mitchell forged the insureds' signature on the check and negotiated the check without remitting any funds to the insured.
96. On or around July 13, 2022, Mitchell issued a check to SPLC in the amount of \$142,784.50 less a 15 percent public adjuster fee, even though Texas law explicitly limits public adjuster fees to 10 percent, and a \$10,000 appraiser fee. After approximately two to three weeks had passed, SPLC received the check and was able to deposit the funds.

St. Nicholas Episcopal Church

97. On or around April 27, 2019, and on or around May 29, 2019, St. Nicholas Episcopal Church's (SNEC) roof sustained hail damage.
98. On or around August 30, 2019, Texas Claim Consultants prepared an estimate for SNEC's claim and listed "Drew Aga" as the public adjuster and estimator. Texas Claim Consultants is not licensed or registered with the department.
99. On or around February 2, 2020, SNEC retained Mitchell (referred to as "Drew Aga" on the contract) to represent it as the public insurance adjuster on its roof damage claim.
100. On or around March 5, 2020, Mitchell sent a letter of representation to the Church Insurance Company of Vermont (Church Insurance) stating that "Texas Claim Consultants – Andrew Aga is the authorized [p]ublic [i]nsurance [a]djusting [f]irm representing [SNEC] as it relates to this claim." The letter requested that a copy of the insured's policy and any other existing documents related to the claim be sent to an email address containing "ICG claims" as the domain name. ICG is not licensed or registered with the department.

101. On or around July 30, 2020, Mitchell sent a second letter to Church Insurance stating that "Andrew Aga is the authorized [p]ublic [i]nsurance [a]djusting [f]irm representing [SNEC] as it relates to this claim." The letter went on to discuss a possible settlement. The email address included with Mitchell's signature block on the letter has "ICG claims" listed as the domain. ICG is not registered or licensed with the department.
102. On or around November 19, 2020, Church Insurance issued a check payable to "[SNEC], Texas Claim Consultants, and Andrew Aga" in the amount of \$6,352.82. Upon receipt of the check, and without the knowledge or consent of the insured, Mitchell forged the insured's signature on the check and negotiated the check without remitting any funds to the insured.
103. On or around January 27, 2022, Church Insurance issued a check payable to "[SNEC], ICG Claims, and Andrew Aga Mitchell" in the amount of \$11,413.97. Upon receipt of the check, and without the knowledge or consent of the insured, Mitchell forged the insured's signature on the check and negotiated the check without remitting any funds to the insured.

#### Other State Administrative Actions

104. On November 12, 2020, the Louisiana Department of Insurance ordered Mitchell to cease and desist from violating insurance laws in that state and ordered Mitchell to pay a monetary penalty. Mitchell did not notify the department of administrative action.
105. On October 13, 2021, the Colorado Department of Insurance suspended Mitchell's license. Mitchell did not notify the department of the suspension.
106. On February 18, 2022, the Washington Department of Insurance revoked Mitchell's license due to his failure to report other state action(s). Mitchell did not notify the department of the administrative action.
107. On May 27, 2022, the Louisiana Department of Insurance ordered Mitchell to pay a monetary penalty due to his failure to report other state action(s). Mitchell did not notify the department of the administrative action.



### **Legal Allegations**

1. Mitchell willfully violated an insurance law of this state as contemplated by TEX. INS. CODE § 4005.101(b)(1).
2. Mitchell misappropriated, converted to his own use, or illegally withheld money belonging to an insured, insurer, or beneficiary, in violation of TEX. INS. CODE § 4005.101(b)(4).
3. Mitchell engaged in fraudulent or dishonest acts or practices in violation of TEX. INS. CODE § 4005.101(b)(5).
4. Mitchell has engaged in acts constituting the business of insurance without a license as defined in TEX. INS. CODE §§ 101.102, 4001.101, and 4102.051.
5. The commissioner has adopted a code of ethics for public insurance adjusters under 28 TEX. ADMIN. CODE § 19.713, pursuant to TEX. INS. CODE § 4102.005. Mitchell failed to comply with this code of ethics because he failed to conduct business fairly with his clients, insurance companies, and the public, in violation of 28 TEX. ADMIN. CODE § 19.713(b)(1).
6. Mitchell received commissions for services exceeding 10 percent of the amount of the insurance settlement on the claim, in violation of TEX. INS. CODE § 4102.104 and 28 TEX. ADMIN. CODE § 19.713(b)(4).
7. Mitchell did not notify the department of the administrative actions taken against him, in violation of TEX. INS. CODE § 4001.252.

### **Relief Sought**

If one or more of the above allegations is found to be true, the department asks the Administrative Law Judge to enter a Proposal for Decision recommending that the Commissioner of Insurance issue an order:

1. revoking Andrew Joseph Mitchell's license;
2. directing Andrew Joseph Mitchell to pay an administrative penalty under TEX. INS. CODE §§ 84.021-84.022;

3. directing Andrew Joseph Mitchell to make restitution to the victims under TEX. INS. CODE § 82.053;
4. ordering Andrew Joseph Mitchell to cease and desist from engaging in the business of insurance through any unauthorized entity, including Mitchell Adjusting International LLC, International Consulting Group, Texas Wind Consultants, LLC, and Loss Consultants of Texas LLC; and
5. imposing any other just and appropriate relief to which the department may be entitled to by law, including any combination of the above actions.

Respectfully Submitted,



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Cassie Tigue  
State Bar No. 24099994  
Texas Department of Insurance  
Enforcement, MC ENF  
P.O. Box 12030  
Austin, Texas 78711-2030  
(512) 676-6356 (Direct)  
(512) 490-1020 (Fax)  
Cassie.Tigue@tdi.texas.gov

ATTORNEY FOR THE PETITIONER  
TEXAS DEPARTMENT OF INSURANCE

**CERTIFICATE OF SERVICE**

I, Cassie Tigue, certify that a true and correct copy of *The Texas Insurance of Department's First Amended Petition* was sent on this 23rd day of September, 2022 via email to Respondent's counsel as follows:

David W. Alexander  
1989 Kingston Cove  
League City, TX 77573  
Email: info@davidalexanderlaw.com  
*Counsel for Respondent*



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Cassie Tigue

### **Automated Certificate of eService**

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Mary Ruiz on behalf of Cassie Tigue

Bar No. 24099994

Enforcementgeneral@tdi.texas.gov

Envelope ID: 68577830

Status as of 9/23/2022 4:57 PM CST

Associated Case Party: Texas Department of Insurance

Name	BarNumber	Email	TimestampSubmitted	Status
Ginger Loeffler		Ginger.Loeffler@tdi.texas.gov	9/23/2022 4:33:59 PM	SENT
Cassie Tigue		Cassie.Tigue@tdi.texas.gov	9/23/2022 4:33:59 PM	SENT
Texas Department of Insurance		Enforcementgeneral@tdi.texas.gov	9/23/2022 4:33:59 PM	SENT

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Mary Ruiz on behalf of Cassie Tigue

Bar No. 24099994

Enforcementgeneral@tdi.texas.gov

Envelope ID: 68577830

Status as of 9/23/2022 4:57 PM CST

Associated Case Party: Chief Clerk

Name	BarNumber	Email	TimestampSubmitted	Status
Chief Clerk		ChiefClerk@tdi.texas.gov	9/23/2022 4:33:59 PM	SENT

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Mary Ruiz on behalf of Cassie Tighe

Bar No. 24099994

Enforcementgeneral@tdi.texas.gov

Envelope ID: 68577830

Status as of 9/23/2022 4:57 PM CST

Associated Case Party: Andrew Joseph Mitchell

Name	BarNumber	Email	TimestampSubmitted	Status
David W.Alexander		info@davidalexanderlaw.com	9/23/2022 4:33:59 PM	SENT