

STATE OF ARIZONA
Department of Insurance and Financial Institutions
FILED March 4, 2024 by AS

STATE OF ARIZONA

DEPARTMENT OF INSURANCE AND FINANCIAL INSTITUTIONS

In the Matter of:

LIBERTY HOME GUARD, LLC

No. 23A-086-INS

SBS NO. 506019668

CONSENT ORDER

1202 Avenue U, #1061
Brooklyn, NY 11229

Respondent.

The Arizona Department of Insurance and Financial Institutions (“Department”) alleges that Liberty Home Guard, LLC (“Respondent”) violated provisions of Arizona Revised Statutes (“A.R.S.”) Title 20. Respondent wishes to resolve this matter without the commencement of formal proceedings, and admits the following Findings of Fact are true, and consents to the entry of the following Conclusions of Law and Order.

FINDINGS OF FACT

1. Respondent is a Delaware domiciled service company. Respondent holds an Arizona service company permit originally issued by the Department on December 12, 2018.

2. In July and August of 2023, the Department received six Arizona consumers’ complaints alleging various acts of misconduct by Respondent.

3. The Department investigated the allegations and found the following:

Complaint Number 59009

a) On or about July 24, 2023, F.S. submitted a complaint to the Department alleging that Respondent denied to cover the full cost of the HVAC unit repair.

b) On or about July 25, 2023, the Department requested, via email correspondence sent to charles@libertyhomeguard.com, that Respondent provide complete records and a response to F.S.’s complaint by August 15, 2023. Respondent failed to respond.

- 1 c) On or about September 15, 2023, the Department sent a second email correspondence to the
2 same email address requesting a response by September 19, 2023.
- 3 d) On September 18, 2023, the Department contacted Respondent three separate times via
4 telephone at Respondent's number on file with the Department (1-646-561-8855). The first
5 two calls went unanswered. The third call resulted in speaking with a manager who could
6 not provide any information related to the Department's July 25th request. The Department
7 left a message for Mr. Benjamin Joseph regarding the overdue response.
- 8 e) On September 19, 2023, Respondent provided an incomplete response.
- 9 f) On September 20, 2023, the Department contacted Respondent via email requesting the
10 missing information by September 22, 2023. Respondent provided a late response.

11 **Complaint Number 59138**

- 12 g) On or about July 31, 2023, S.R. submitted a complaint to the Department alleging that
13 Respondent denied to cover the full cost for the HVAC unit replacement.
- 14 h) On or about August 2, 2023, the Department requested, via email correspondence sent to
15 charles@libertyhomeguard.com, that Respondent provide complete records and a response
16 to S.R.'s complaint by August 7, 2023. Respondent failed to respond.
- 17 i) On or about August 15, 2023, the Department sent a second email correspondence to the
18 same email address requesting a response by August 17, 2023. Further, on the same date,
19 August 15, 2023, the Department contacted Respondent via telephone at Respondent's
20 number on file with the Department (1-646-561-8855). A customer service representative
21 who answered the call was unable to connect the Department's investigator with
22 Respondent's Consumer Complaint Department; however, she provided an alternate email
23 address (compliance@libertyhomeguard.com) to contact Respondent. Respondent failed to
24 respond to the August 15th request.
- 25

- 1 j) On or about August 20, 2023, the Department sent another email correspondence to
2 charles@libertyhomeguard.com and compliance@libertyhomeguard.com, advising that a
3 response and requested information was not provided and requested a response and complete
4 records by August 21, 2023.
- 5 k) On or about August 21, 2023, the Department received a correspondence from Respondent
6 requesting an extension to respond until August 28, 2023.
- 7 l) The Department approved an extension until August 22, 2023 to provide the requested
8 information.
- 9 m) Respondent provided a late response on September 4, 2023.

10 **Complaint Number 59144**

- 11 n) On or about July 31, 2023, T.R. submitted a complaint to the Department alleging that
12 Respondent failed to timely respond to his inquiries and refused to cover the full cost of the
13 HAVC unit replacement.
- 14 o) On or about August 3, 2023, the Department requested, via email correspondence sent to
15 charles@libertyhomeguard.com, that Respondent provide complete records and a response
16 to T.R.'s complaint by August 8, 2023. Respondent failed to respond.
- 17 p) On or about August 15, 2023, the Department sent a second correspondence to the same email
18 address requesting the missing information by August 17, 2023. Further, on the same date,
19 August 15, 2023, the Department contacted Respondent via telephone at Respondent's
20 number on file with the Department (1-646-561-8855). A customer service representative
21 who answered was unable to connect the Department's investigator with Respondent's
22 Consumer Complaint Department; however, she provided an alternate email address
23 (compliance@libertyhomeguard.com) to contact Respondent. Respondent failed to respond
24 to the August 15th email.
- 25

- 1 q) On or about August 20, 2023, the Department sent an email correspondence to
2 charles@libertyhomeguard.com and compliance@libertyhomeguard.com, advising that a
3 response and requested information was not provided and requested a response and complete
4 records by August 21, 2023.
- 5 r) On or about August 21, 2023, the Department received a correspondence from Respondent
6 requesting an extension to respond until August 28, 2023.
- 7 s) The Department approved an extension until August 22, 2023, to provide the requested
8 information.
- 9 t) Respondent provided a late response on September 4, 2023.

10 **Complaint Number 59242**

- 11 u) On or about August 4, 2023, C.C. submitted a complaint to the Department alleging that
12 Respondent failed to respond or to timely respond to her correspondence and inquires related
13 to her HAVC unit repair claim.
- 14 v) On or about August 7, 2023, the Department requested, via email correspondence sent to
15 charles@libertyhomeguard.com, that Respondent provide complete records and a response
16 to C.C.'s complaint by August 10, 2023. Respondent failed to respond.
- 17 w) On or about August 15, 2023, the Department sent a second correspondence to the same email
18 address requesting the missing information by August 17, 2023. Further, on the same date,
19 August 15, 2023, the Department contacted Respondent via telephone at Respondent's
20 number on file with the Department (1-646-561-8855). A customer service representative
21 who answered was unable to connect the Department's investigator with Respondent's
22 Consumer Complaint Department; however, she provided an alternate email address
23 (compliance@libertyhomeguard.com) to contact Respondent. Respondent failed to respond
24 to the August 15th email.
- 25

1 x) On or about August 20, 2023, the Department sent an email correspondence to
2 charles@libertyhomeguard.com and compliance@libertyhomeguard.com, advising that a
3 response and requested information was not provided and requested a response and complete
4 records by August 21, 2023.

5 y) On or about August 21, 2023, the Department received a correspondence from Respondent
6 requesting an extension to respond until August 28, 2023.

7 z) The Department approved an extension until August 22, 2023 to provide the requested
8 information.

9 aa) Respondent provided a late response on September 5, 2023.

10 **Complaint Number 59981**

11 bb) On or about September 12, 2023, M.S. submitted a complaint to the Department alleging that
12 Respondent denied to cover the full cost for the HVAC unit replacement.

13 cc) On or about September 13, 2023, the Department requested, via email correspondence sent
14 to charles@libertyhomeguard.com, that Respondent provide complete records and a response
15 to M.S.'s complaint by September 20, 2023. Respondent failed to respond.

16 dd) On or about October 5, 2023, the Department sent a second correspondence to
17 charles@libertyhomeguard.com and compliance@libertyhomeguard.com, advising that a
18 response and requested information was not provided and requested a response and complete
19 records by October 6, 2023. Respondent provided a late response.

20 **Complaint Number 59872**

21 ee) On or about August 27, 2023, M.W. submitted a complaint to the Department alleging that
22 Respondent denied to cover the full cost for the HVAC unit replacement.

23 ff) On or about September 6, 2023, the Department requested, via email correspondence sent to
24 charles@libertyhomeguard.com, that Respondent provide complete records and a response to
25 M.W.'s complaint by September 8, 2023. Respondent provided a late response.

1 gg) On or about September 11, 2023, the Department sent a second correspondence to
2 charles@libertyhomeguard.com, advising that a response and requested information was not
3 provided and requested a response and complete records by September 12, 2023. Further, on
4 the same date, September 11, 2023, the Department contacted Respondent via telephone at
5 Respondent's number on file with the Department (1-646-561-8855). A customer service
6 representative who answered the call was unable to connect the Department's investigator
7 with Respondent's Consumer Complaint Department; however, she provided an alternate
8 email address (compliance@libertyhomeguard.com) to contact Respondent.

9 hh) On or about September 11, 2023, the Department sent an email correspondence to
10 compliance@libertyhomeguard.com, advising that a response and requested information was
11 not provided and requested a response and complete records by September 12, 2023.
12 Respondent provided a late response on October 30, 2023.

13 **CONCLUSIONS OF LAW**

14 4. The Director has jurisdiction over this matter.

15 5. The Director has authority to conduct examinations and investigations of insurance matters
16 and to request the accounts, records, documents, files, assets and matters in the person's possession or
17 control pursuant to A.R.S. §§ 20-142(C) and 20-157(A).

18 6. Respondent's conduct, as alleged above, constitutes a violation of the requirement that a
19 person shall not commit or perform with such a frequency to indicate as a general business practice
20 failing to acknowledge and act reasonably and promptly upon communications with respect to claims
21 arising under an insurance policy. A.R.S. § 20-461(A)(2).

22 7. Respondent's conduct, as alleged above, constitutes a violation of the requirement that every
23 insurer, upon receipt of any inquiry from the Department, shall, within fifteen working days of receipt,
24 furnish the Department with an adequate response to the inquiry. Arizona Administrative Code R20-6-
25 801(E)(2).

1 8. Grounds exist for the Director to impose a civil penalty of up to five thousand dollars
2 (\$5,000.00) for each violation and not to exceed an aggregate of fifty thousand dollars (\$50,000.00)
3 within any six-month period with respect to intentional violations. A.R.S. § 20-220(B)(2).

4 **ORDER**

5 IT IS ORDERED:

6 9. The total assessed civil money penalty against Respondent is ten thousand dollars (\$10,000).
7 Respondent shall immediately pay a civil money penalty in the amount of **three thousand dollars**
8 **(\$3,000.00)**. The remaining portion of the civil money penalty outlined above (\$7,000) will be
9 suspended until six months from the effective date of this Order. If Respondent complies with the terms
10 of this Order and provides timely and complete responses to any Department inquiry relating to
11 complaints within the next six months from the effective date of this Order, the Department will waive
12 the remaining portion of the civil money penalty (\$7,000). If Respondent fails to comply with the above
13 outlined conditions and fails to provide timely and complete responses to Department inquiries, the
14 remaining of the civil money penalty will become due and Respondent will have thirty days to pay the
15 remaining civil money penalty (\$7,000).

16 10. Respondent shall provide timely and complete responses to any future inquiries by the
17 Department unless a written request for an extension is approved by the Department prior to the deadline.

18 DATED AND EFFECTIVE this 4th day March, 2024.

19
20 *Barbara D. Richardson*
21 _____
22 Barbara Richardson
23 Cabinet Executive Officer
24 Executive Deputy Director
25 Arizona Department of Insurance and Financial Institutions

CONSENT TO ORDER

1
2 1. Respondent acknowledges that it has been served with a copy of the foregoing Consent
3 Order in the above-referenced matter, has read it, is aware of its right to an administrative hearing in this
4 matter and has knowingly and voluntarily waived that right.

5 2. Respondent accepts the personal and subject matter jurisdiction of the Department over
6 it in this matter.

7 3. Respondent acknowledges that no promise of any kind or nature has been made to induce
8 it to sign the Consent to Order and it has done so knowingly and voluntarily.

9 4. Respondent acknowledges and agrees that the acceptance of this Consent to Order by the
10 Director is solely to settle this matter and does not preclude the Department from instituting other
11 proceedings as may be appropriate now or in the future. Furthermore, and notwithstanding any language
12 in this Consent Order, this Consent Order does not preclude in any way any other state agency or officer
13 or political subdivision of this state from instituting proceedings, investigating claims, or taking legal
14 action as may be appropriate now or in the future relating to this matter or other matters concerning
15 Respondent, including but not limited to violations of Arizona’s Consumer Fraud Act. Respondent
16 acknowledges that, other than with respect to the Department, this Consent Order makes no
17 representations, implied or otherwise, about the views or intended actions of any other state agency or
18 officer or political subdivision of the state relating to this matter or other matters concerning Respondent.

19 5. Respondent acknowledges and agrees that repeat findings of the above violations in the
20 future, can result in disciplinary action which may include a greater civil money penalty and suspension
21 or revocation of its license.

1 6. Benjamin Joseph represents that he is the Chief Executive Officer of Liberty Home
2 Guard, LLC and, as such, is authorized to enter this Consent Order on its behalf.

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Liberty Home Guard, LLC

1/24/24
Date

By: 
Benjamin Joseph, Chief Executive Officer

1 **ORIGINAL** of the foregoing filed
this 4th day of March, 2024, in the office of:

2
3 Barbara Richardson, Cabinet Executive Officer and Executive Deputy Director
4 Arizona Department of Insurance and Financial Institutions
5 Attn: Ana Starcevic, Paralegal
6 100 North 15th Avenue, Suite 261
7 Phoenix, Arizona 85007
8 Ana.Starcevic@difi.az.gov

9 **COPY** of the foregoing delivered and/or emailed same date to:

10 Deian Ousounov, Assistant Director
11 Maria Ailor, Assistant Director
12 Noelani Spencer, Consumer Services Supervisor
13 Catherine O'Neil, Consumer Leal Affairs Officer
14 Ana Starcevic, Paralegal
15 Arizona Department of Insurance and Financial Institutions
16 100 North 15th Avenue, Suite 261
17 Phoenix, AZ 85007

18 **COPY** of the foregoing transmitted electronically the same date to:

19 Liberty Home Guard, LLC
20 Attn: Benjamin Joseph, CEO
21 1202 Avenue U, #1061
22 Brooklyn, NY 11229
23 compliance@libertyhomeguard.com
24 charles@libertyhomeguard.com
25 Respondent

Ana Starcevic
