

## **Part 2**

### ***Our Home Insurance Policy In The Wrong Hands***

#### **Preview**

Last time out, in *Part1*, we took a very interesting journey considering how essential it always is for us to refuse to grant home improvement contractors any right to file claims with our home insurers.

We considered explanatory reminders to the effect that signing over our right to home improvement contractors to file home insurance claims on our behalf can often be to our detriment. This process, as we know, is otherwise alternately referred to as “*Assignment Of Benefits/Assignment Of Claims*” [“*A.O.B./A.O.C.*,” respectively.]

Furthermore, in *Part1*, we were entertained by the “skit” in which we are the homeowners who are so impressed by what the representative for an unspecified contractor firm mentioned we accepted the offer. We were even more inspired to accept it because he continually offered “proof” of his company’s credibility showing us the signatures of people in our neighborhood who signed up for their services. Additionally, we were undoubtedly impressed when we saw the subcontractors and laborers on the “Southside of town” on the day after. It was exactly as he mentioned on the day before. At that point, we were determined to sign on so as not to be excluded from the restorations many of our neighbors were getting. This was especially so because even our picky friend “up the block” was about to benefit as well.

However, after a few days, the subcontractors and laborers suddenly disappeared. At that point we realized that the representative deceived us.

What was worst is that we granted the “*Assignment Of Benefits*” to his company. They filed a claim with our home insurer, received and cashed the checks, to never be heard from again. They robbed us!

\*Of course, in reality, it takes longer than a few days for our home insurers to process an *AOB*. Sometimes that requires several weeks. However, when we authorize home projects “out-of-pocket,” it requires only 1-3 days.

Notwithstanding the fact that our primary subject is “home insurance claims,” we may want to consider the high risks entailed making “out-of-pocket” payment to contractors independent of AOB’s. Advance payments of any nature are often hazardous to ourselves, homes, and property. This includes via their handheld scanners using our cards. RED ZONE. Steer clear. Stay clear.

### **Real-Time, Real Situations**

As we may recall, we closed Part 1 with this personal promise:

*“In **Part 2** of this very special guide “**Our Home Insurance Policy In The Wrong Hands**,” we are going to take this a few steps farther. We will showcase real people, companies, and situations. In so doing, we will also witness that our “skit” relative to the dishonest plays, lies, misrepresentations, inspired false hopes, and influenced delusions are re-enactments of what occurs, especially in the aftermath of natural or human-induced residential catastrophe.”[Edited]*

Such is our engagement in this moment: *the reality of these scandalous practices in our midst.* Briefly, we are beginning with a very significant blast from the past about a predatory operation of a seemingly incurable band of criminal contractors who are significant to other *organized criminal bodies of contractors* loose in our country today.

### **The Aberration of “American Shingle & Siding, Inc”**

We are launching this second part of our guide to examine and take lasting notes on the infamous contractor firm “**American Shingle & Siding, Inc.**” *[Documentative links provided at the end this of this guide]*

The scandalous operation, “*American Shingle...*” (For short) is on record as having its first central office in Atlanta, Georgia (2008). It appears that their specialty was overwhelmingly in the area of private homes devastated by natural catastrophe. Reportedly, these predatory operatives were usually the first on the scene to offer roofing and siding services to private home decision makers of the affected areas.

This was a very elaborate operation which tirelessly pursued storm victims, offering services which were sometimes partial, but mostly never delivered. Their payment specialization is on record as primarily scavenging off A.O.B’s. They used various means to convince residents to authorize them to claim percentages or all of their available insurance money consistent with what was deemed sufficient to cover services entailed. Although some siding and perhaps related structural services were offered as well, we are focusing more on the roofing aspect.

### The Sequence Of Events

The usual sequence of events is that a storm would hit. No sooner than that occurred, representatives of *American Shingle* would seemingly go into action sending out letters, door-to-door sales personnel, and subcontractors throughout affected neighborhoods.

Although the letters, of course, would take quite a bit more time to reach targeted victims, inevitably they would. That operation perfected a system for exploiting local listings of residents which included where they lived, their names, and all other general information about them.

They were apparently well informed in advance analyzing demographics of each targeted community. Their offices resembled “war rooms.” There were sketches on whiteboards, desks, easels, maps etc...of areas they considered invading. Daily they strategized about which neighborhoods they would collectively solicit. Evidently, these corrupt contractors “worked” several neighbors at a time (and later several states).

### Forward Letters

*American Shingle* hired professional letter-writers for crafting correspondence which was so meticulously fashioned that by the time residents finally received them, even if they suffered no storm damage to their roofs, they were also prime targets. This was especially applicable to those who did not have roofers on their list of home service troubleshooters. Yet even so, it is safe to surmise that some residents who retained a list of “preferred roofers” would apparently find their service offering more appealing. Inclusively, through having these letters sent out, *American Shingle* established a sense of *preferred priority* over other roofers. Disasters are always contractor gold mines. This is for both legitimate and illegitimate. But, already, since this illegitimate operation normally established *preferred priority* with residents by their letters, alone, (notwithstanding their other aggressive efforts in terms of door-to-door sales personnel and quick-response subcontractors) ... .. they would sheepishly establish for themselves such *preferred priority* positions regularly undercutting legitimate local roofers. They would summarily steal business from contractors who legally had the right to be there. Nevertheless about these letters ... ..here is a concise example of how they read. This is not an actual excerpt, however:

“Dear Resident,

*It has come to our attention that the people of your neighborhood have really suffered a great deal from the damage to your roofs from the recent hail storm system.*

*The reason for this urgent communication is to inform you that we’ve got teams working in your area right now. And, we’ve got first response representatives on the ground trying to help in whatever way they can. People are getting new roofs.”*

Then the letter inspired an aura for how much better their services were than all the others, including *storm-worthy discounts*, speedy, no-nonsense insurance advantages, etc. In closing, the letter read something like this [not an excerpt]:

*“We feel for you. We understand how it is. We’ve been there. Please help us to be of the best possible assistance to you! Roofs are our business! Roofs ‘R’ Us. We don’t just aim to please, we just do it!”*

### **Door-To-Door Reps**

Synchronized with their dishonest operations were the door-to-door representatives who, at some point afterward [if not before] visit its targeted victims. True to it all, these individuals from *American Shingle* went from house-to-house (just as in our “skit” in Part 1 of this guide) ... convincing residents to sign up for their *full-service* treatment, *free inspections, evaluations, estimates, and feigned leverage in insurance provider negotiations*. Synonymously, *subcontractors and laborers* were dispatched to these areas if that had not preceded the visits by door-to-door reps. Undoubtedly, the people who saw them working on homes (whether they were approached or not) were often encouraged to “get in on the action” or to get on the supposed *hot list*, especially those who experienced the same or similar nature of damage.

### **Resident Payouts-Contractor “Bail-outs”**

Sadly, these innocent residents were oblivious to what was *really* in store for them. In more than a few cases, residents provided checks amounting to thousands of dollars from their own personal financial institutions. But most payments were made via advance *A.O.B.* authorizations and payments. Literally, *American Shingle* swept through neighborhoods in droves, one after the other, doing the same thing over and again, securing *A.O.B.* authorization, made excuses for delays to “buy time” to receive and cash in, inevitably, leaving behind shoddy work, abandoned homes, or unattended ones.

Unfortunately, they were enabled to get away with it because many residents delayed reporting them. Residents delayed filing complaints because in more than enough episodes they succumbed to believing the well-crafted excuses, delays, and attorneys who legitimized them. In other words, residents settled for the lies and the resultant successions of delusions and self-induced illusions about the legality, integrity, and delivery from an operation which was nothing more than an *organized criminal body of roving contractors*.

### **Consistent With Part 1’s Skit**

One day residents would see subcontractors and laborers working on roofs or driving the trucks, vans, or other vehicles, the next (or soon thereafter), they often saw nothing but trails of abandoned and unfinished roofs in various states of disrepair.

*American Shingle* (as mentioned earlier) did not just go from one neighborhood to another as they grew larger, but from state to state doing the same things. Furthermore, they were able to pillage insurance monies and get away with it for 2 years (2008-2010).

It is important to note that *American Shingle* and its offshoot companies defrauded thousands of residents in 12 states. Among these: *North Carolina, South Carolina, Alabama, Tennessee, Georgia, Colorado, Arkansas, Florida, Kansas, Ohio, Missouri, and Connecticut*

### **The Bombshell**

Then came the bombshell: On *September 2, 2010*, “*American Shingle & Siding, Inc*” filed for *Chapter 7 Bankruptcy* with the ***United States Bankruptcy Court of the Northern District of Georgia***. *American Shingle* at that point declared between *1-10 million dollars* in assets against between *10-50 million dollars* unsatisfied debt to creditors.

As we may be very well aware, *Chapter 7 Bankruptcy* normally means that a business has no chance for recovery. That is interpreted in other language as the business being dissolved, never to be seen or heard from again.

### **3,000 Residents – 0 Good Reason To NOT Trust American Shingle...**

For emphasis, over 3,000 private home decision makers in 12 states were sold on the idea of accepting their services. Primarily, it can be inferred that none had *one good reason to not believe* them. *American Shingle* was able to present them with all reasons and innuendos they should. In sales that is considered an “easy sell.” That is the reality of what occurred here.

There should have been at least one good reason. One good reason “to not believe them” could have spared these unfortunate residents the agony they experienced being so effortlessly deluded and robbed.

### **One Good Reason**

The *one good reason* should have been that they were not going to accept *American Shingle's* offer without first doing all necessary research about their company and about their reliability to deliver as promised. This is otherwise known as enforcing a “proper service validation.”

Had they done so, most will have discovered that *American Shingle* was an illegitimate entity and a property scoundrel! They will have learned that it was parasitic from the very beginning. Realistically, it does not require more than a few weeks for an operation of this evil nature to generate public complaints. In such case, it would be a matter of public record since in one way or another this will have been broadcast by at least some of their victims. Unfortunately, there is no viable indication that residents affected were sufficiently diligent to conduct the necessary reputation checks.

*\*Evidently, when we avoid first examining the reputation and authenticity of any contract firm through searching public records and conferring with other private home heads for whom the entity or contractor claims to have done the same or similar work, we do not own sufficient information to make responsible assessments of the same. RED ZONE.*

*American Shingle* was by all indications property criminals from the onset. There were perhaps all sorts of public complaints long before the day of the *Chapter 7 bankruptcy*. However, because these dishonest people were so highly mobile having some of the best crooked attorneys their odorous money could afford, they were able, for a while, to move easily from state to state, then back to some of the same states but to different neighborhoods, without being detected or stopped. Their attorneys knew the law and it would seem that under the banner of their *legal immunity*, lavishly encouraged these criminals to exploit such legal loop holes of the law to enable them evade prosecution for a number of years.

However, to reiterate, there had to be public records of at least some complaints against them SINCE within the first few weeks of their documented origination in 2008.

Apparently, it does not appear as though any of these victims were really looking. Evidently, many of these residents either did not do their necessary research, or research which was far too insignificant to uncover the facts about *American Shingle*.

*\*Over 3,000 people signed over their insurance money via A.O.C. authorizations, expecting American Shingle to deliver, yet all they received were either abandoned projects with their roofs being worse off than before the work began, or they got nothing.*

### **The Advent of NBRC – Offshoot Of American Shingle**

Although *American Shingle* was officially dissolved, the major players continued to function. How? They moved operations to another state with only a name change. In fact, they simply moved “across the street.” In terms of crossing the state line between *Georgia* and *Florida*, this is significant to exactly that. They crossed the state line into neighboring *Florida*. There they set up a roofing operation *no one has ever heard of*: “NBRC.”

However, it may be significant for us to note that those initials are most notably associated with a well established *Kansas-based* medical organization which stands for: “*National Board for Respiratory Care*.” Their specialty is issuing and renewing medical credentials for respiratory therapists to practice or continue doing so for that medical profession in our country.

Nationally, the initials *N.B.R.C.* are visually and phonetically well known. Moreover, “above suspicion” since they are regularly associated with the medical profession (since 1960). Those initials, until these renegade contractors surfaced, were widely associated with healthcare in the U.S.

Legally, they were “neutral” in that they did not attract negative attention. Subsequently, while government had their “radar up” for the name “*American Shingle*,” they were completely blasé about the initials *NBRC*.

\* This is a very crucial factor we may want to take a permanent, unforgettable note about. Illicit contract firms often operate under different names although they are managed by the same people. On occasion, when known managers who are corrupt are blacklisted from practicing any form of contracting, they will use other people who are not known for being prosecuted for home improvement fraud to register these businesses under their own names. More than often, however, predatory contractors use aliases, instead. This is perhaps a leading reason they were initially invisible to the *press*, the *Better Business Bureau*, *state and local law enforcement*, and to the people previously defrauded by them in that state.

### **American Shingle Reincarnated as “NBRC”**

Residents of all states reportedly scammed by *American Shingle* believed that these criminal contractors were out of business permanently. But instead, they were in Florida for another round of residential predation via siphoning their home insurance coverage by means of *AOB* under the cover of the initials of the long-established medical organization(*NBRC*). Nothing changed but the name.

They practiced the same correspondence technique and “door-to-doors.” There were also the subcontractors and labors, although different people, who functioned as the others of their professions as pawns in what has been known to be one of the largest *small contractor* schemes in the history of America. The ring leaders apparently were inconspicuously strategizing in 2011 for launching their new operation *NBRC* the following year [2012]. *NBRC*, even after being officially forced to shut down in 2013, managed to survive part ways into 2014. It was at about that time the government began to “close the net” on them once more.

### **NBRC’s Metamorphosis Into “CTST”**

Somehow, the ring leaders of *NBRC* managed to escape the net. This time they “migrated” approximately 1257 miles Northeast to a much cooler place: *Milford, Connecticut*. There is seemingly no known record suggesting that the key people were ever exonerated from what appears to have been their multi-state offenses before they “skipped town.”

Now here they were in the state of *Connecticut* where they set up shop to plot how they would cheat residents here as well via mostly “*AOB*’s.” This time around they were *CTST Construction*. According to *Angie’s List* (now owned by *Home Advisor* since *October 2, 2017*), they were in operation since “1998?” 18 years! But fact of the matter is that they were not in *Connecticut* a full 8 months!

\**CTST* are initials most attributable to the *Connecticut State Troopers*!

### **The Masquerade Is Over!**

Nevertheless, by late *October 2014*, detectives from Florida, armed with arrest warrants, enforced them. They escorted the fugitive contractors back to Florida for prosecution. The key personnel behind the continual conspiracy and practice of preying on our private home heads (cloaked by variously named enterprises) were once again stopped by law enforcement and detained. This time they were sentenced to prison. Unfortunately, residents who have been deceived by them and summarily scammed had no chance of ever getting their money back. In addition, the property and emotional distress residents suffered through their encounters with this corrupt element of contractors will never be erased.

*\*Quite ironically, after serving 2 years in prison then later freed on probation in 2016, these malicious contractors were back at it. They were victimizing residents once more. Although the faces of their new victims were different, the naiveté was about the same: No service validation.*

### **What Is A “Service Validation/”**

Answer: A *thorough reputation check*. [See “4 Crucial Phases To Effective Contractor Screening” Link provided below]

Nonetheless, it may serve us well to acknowledge the fact that the success of this vile operation was premised on residents being sufficiently gullible to listen and act without FIRST conducting a *proper service validation*. It appears also that their insurance carriers were not at their best safeguarding these residents from being defrauded so easily.

But we may not want to place the significant burden of blame on insurers in light of the fact that if residents did not authorize the *A.O.B.’s* it is highly likely their home insurers will have granted it. A more specific reason for the success of these flagrant predations on our residents is that they *paid in advance of services not rendered* (whether in full or by deposit).

When we authorize “*A.O.B.’s*” for home improvement contractors, we are actually engaged in taking un-required risks making advance disbursements on *promised, undone, incomplete, or abandoned home projects*. In such cases, we release monies which these contractors neither deserve or earned. We suffer dire consequences.

### **A Universal Occurrence**

We may want to also remain aware that these events do not occur exclusively in one space of time, or in one region but not another. They occur daily in all regions. The bottom line: when it comes to “*A.O.B.’s*” or as some will deem “*A.O.C.’s*,” it is entirely our prerogative to disallow authorization for filing it on our behalf or receiving “the check” directly.



In this view, it is strongly recommended also that upon receiving the check (as this is applicable) from our home insurers or related real estate sources, that we immediately *deposit it into our own accounts for safe-keeping*. But, of course, it is deftly important that the money is used for its stated purpose, and that we give account of what was actually invested towards our project for the sake of keeping ourselves on the best of terms with our home insurance provider.

We can opt to pay contractors according to the work performed, instead. We may want to incorporate and nurture this approach in our contractor-related protocol on a *permanently regular basis*. It is completely within our personal realm to dictate the payment schedule consistent with time and quality demands for our individualized home project or project series.

### **No Insurance Money To Contractors ....**

Furthermore, it may be a great idea for us to also decide against making direct payments of insurance money to contractors beyond the actual progress of the project. We may not want to blindly sign over our rights in this regard. *Contractors have no rights to our funds unless they produce consistent with our requests*. It can do us well to refuse advance payments of any nature.

That is not a reasonable or responsible business standard for disbursements. Moreover, if the contractor needs supplies, we may also want to suggest that the contractor uses his/her/their own funds. We may not want to give them *shopping money*. A reimbursement schedule sounds relatively more reasonable. End of story

### **Stats On Residents Most Scandalized**

In most *documented* cases of residential fraud by contractors, private home heads disbursed advance funds. Whether out-of-pocket or by means of an *Assignment of Benefits (AOB)* or an *Assignment of Claim (AOC)*, if the contractor is not financially solvent this is normally indicative of poor financial management. Bad credit is often correlational. So are stacks of unpaid bills, compulsive gambling, chronic alcoholism, and/or illegal drug addiction.

These are matters which we may not consider when contractors require funding from us in order to launch our projects. If contractors require our money to get started and they are adamant about it, that is typically indicative of personal financial insecurity, scandalousness or both. Combined, these are all the more reason for us to conduct *proper service validations*.

Most residents scammed by contractors did not do their “homework” on them. This is regularly evidenced when we see them on the news, *You Tube*, in person, or hear from them via our favorite social networks. What do we hear more than anything else about their misfortune?

In other words, what do most these victims say? ..... “ *I didn't know.*” That is what practically all victims of *American Shingle* and its parasitic outgrowths said.

They did not know because they did not bother to *seriously* LOOK! Had they done so, they will have known.

No more advance payments. If they are not okay with that, why should we be “okay!” with them? For sure, in this business of our homes, it is so very crucial that we are tough enough to mean it and to press on for far better connections!

## HOME IS THE BEST WONDER OF THE WORLD!

**Vital: “4 Crucial Phases To Effective Contractor Screening”**

**This Link Gets You To The Series:**

<https://www.americanprivatehomefront-hgrbs.com/4-crucial-phases-to-effective-contractor-screening.php>

### **\*Other Self-Empowering FREE Online Studies Offered By HGRBS**

**Strategic Studies** – Real-Life Videos of Contractor Victims and other free online home study courses.

<https://www.hgrbs-flagship.com/resident-strategic-studies.php>

**American Homeowner's Fast Track To Best Contractors** – This home study is a representative offering of the SERVICE BOOKLET. It is a free online booklet now available for all major regions of the U.S which is as a personal guide to residents for researching and evaluating contractors. In addition, it serves as a guide to residents for considering legal complaint options for relative conflict resolution. <https://www.american-homeowners-fast-track.org/service-booklet.php>

**Leveraged Legal Forms:** The only HGRBS-originated online home study which introduces and explains by means of legal facsimile, the purpose, use and impact of legal forms specifically used in contractor-related home maintenance and improvement.

<https://www.americanprivatehomefront-hgrbs.com/Leveraged-Legal-Forms-For-US-Homeowners.php>

### **Abbreviated Bibliography**

**Special Note:** The links below were not listed synonymously but over a number of years between 2010 and 2018. These are not consecutive. These links are reference sources released intermittently. In addition, we may note different reports on the number of states *American Shingles* and its spin-off operations which scandalized residents. However, it may be noteworthy to consider the fact that reports were made at different times via various reliable sources. Nevertheless, the final count is “12.”

*North Carolina, South Carolina, Alabama, Tennessee, Georgia, Colorado, Arkansas, Florida, Kansas, Ohio, Missouri, and Connecticut.*

**\*2008 - Incorporation**

<https://www.bloomberg.com/research/stocks/private/snapshot.asp?privcapId=112936202>;

**\*August 2010 - Massive Consumer Complaints Made Public**

<https://www.aol.com/2010/08/18/complaints-build-against-american-shingle-and-siding/>;

**\*September 2010 - Bankruptcy Filing**

<https://www.bbb.org/us/ga/douglasville/profile/roofing-contractors/american-shingle-siding-inc-0443-27257184>;

**2013 – NBRC**

<https://www.bbb.org/us/fl/tampa/profile/general-contractor/nbrc-construction-llc-0653-90118650/details#all-alerts> ;

**2014 - Prosecution**

<https://www.angieslist.com/articles/roofers-accused-scams-11-states-await-trial-florida.htm>;

**2016 – Imprisonment**

<https://www.wfla.com/8-on-your-side/investigations/tampa-kingpin-in-roofing-scam-uncovered-by-8-on-your-side-heads-to-prison/1052029906>;

**2018** (provides also accurate, although scattered, account of *American Shingles* and offshoots NBRC and CTST Construction)

<https://www.wfla.com/8-on-your-side/2-of-tampa-bays-most-notorious-home-improvement-scammers-back-behind-bars/1399742463>.

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