

contractor and salesmen license issued by the Maryland Home Improvement Commission (“MHIC”). Neither DCG nor Layne have ever been licensed to act as a public adjuster (“PA”) in Maryland.

3. On October 19, 2020, a homeowner (hereinafter “JW”), who holds a Maryland insurance producer’s license, notified the Administration that on September 1, 2020, a representative for DCG, knocked on her door and told her that she had damage to the roof vent. The DCG representative provided JW with a business card, wherein she was identified as Angela Scott. JW reported that Scott advised her that DCG can work with her insurance company so she did not have to pay a deductible. JW told Scott not to bring insurance into the discussion. Scott replied, “oh, are you having trouble? We can bill your [insurance] company, they have to cover the damage because it was caused by an Act of God, ... there’s no way they can increase your rates.”

4. As a result of the homeowner’s complaint, the MIA’s Insurance Fraud and Enforcement Division opened an investigation into the conduct of DCG, including whether it was engaging in the business of insurance and/or soliciting PA services to Maryland consumers, without the requisite license to do so.

5. On March 18, 2021, the Administration interviewed JW, who confirmed the information made in her October 19, 2020 written complaint to the Administration regarding her encounter with DCG representative Angela Scott. Although the DCG representative was attempting to sell roofing services, JW concluded that she was also offering insurance advice.

6. In the course of its investigation, an investigator for the Administration discovered several DCG online consumer reviews. Many of the reviews noted that DCG worked with the homeowner’s insurer and assisted with the insurance claim. The following are excerpts from some of the reviews:

- a) Upon inspection, it was noted that more than 60 instances of hail and wind damage were found. I was told by Morgan (of DCG) that this would easily be a claim for insurance...She called my insurance agency and set up a claim with them. When the insurance adjuster came out with their roofer, the only thing that was found was damage to the ridge vent.it has been an uphill battle with insurance to cancel the claim and payment without knowing if my rates would go up.
- b) ...Chris, our representative for the company, helped me work with my home insurance company after my initial claim was denied. Because of his help, the insurance actually reversed their decision and gave us partial payment towards the claim!...
- c) ...DC Generals works with you through the entire process with your insurance company...
- d) ...Nic Bird was readily available to answer all our questions regarding the claims process... The entire process...working with my insurance company...
- e) ...They even did all of the interfacing with insurance.
- f) Nic was a pleasure to work with. He kept us informed every step in the process and took care of everything with our insurance company...
- g) Nic who was the representative who came out...He dealt directly with the insurance company and I basically had a brand new roof...
- h) ...We appreciated Rich taking the lead with the insurance process and their inspector advocating for us with the adjuster.
- i) Nic... did all of the work with my insurance...
- j) Insurance company was dragging their feet on getting us a new roof but Nic and crew were patient, walked us through the steps, and DC Generals made it happen...
- k) ...They made my wind damage insurance claim process a breeze and assisted with all the paperwork..
- l) ...They handled all the paper with my insurance company, as I filed a claim with them...

- m) ...DC Generals coordinated all the details with our insurance company, and even came out when the insurance estimator was on site to ensure all the damage was evaluated...
- n) The insurance adjuster had already been to my house and noted the damage to my roof would not be covered. I asked for a second opinion and this time the contractor (DCG) met with adjuster during the inspection...I was confident the contractor would be able to advocate on my behalf.... A few minutes later I received a phone call that I would be getting a new roof!
- o) ...They walked us through the process and helped navigate everything with our insurance company.
- p) ...did all of the leg work with my insurance. All I had to pay was my insurance deductible...
- q) ...help us to contact the insurance company and upgrade the materials to the highest specifications based on the insurance company's compensation.

7. On March 9, 2021, the Administration interviewed R.G and his wife from the consumer review identified above in paragraph 6(a) *Supra*. They reported that on June 25, 2020, a DCG representative knocked on their door and offered a free roof inspection. The representative inspected the roof and said there were sixty areas of wind and hail damage. The DCG representative offered to call in a claim on their behalf, and said she could get the insurer to pay for the roof. The DCG representative called the insurer (Erie Group of Insurance Companies ("Erie")), an authorized insurer, and filed the claim. R.G. listened to the call. Pursuant to the claim, an Erie representative inspected R.G.'s roof and found only minor damage. An MIA investigator identified this claim and subsequently interviewed an Erie representative, who confirmed that a DCG representative called in this claim.

8. The Administration contacted a representative for the Maryland Home Improvement Commission ("MHIC") who reported that a roofer soliciting home improvement work would be

required to hold an active MHIC salesperson license. On March 26, 2021, the MHIC confirmed to the Administration that Angela Scott does not hold an MHIC salesperson license.¹

DCG's Facebook Postings

9. As part of its investigation, The Administration examined DCG's Facebook posts for the years 2019 to 2021. The content included the following:

[<https://www.facebook.com/DCGeneralsRoofing/photos/a.1712396418827014/2147875675279084>]

January 21, 2019: The post contains an image with the following text:

ROOF DAMAGE?... "WE ARE WIND AND HAIL INSURANCE CLAIM SPECIALISTS" ...BUILDING TRUST.... DC-Generals.com

[<https://www.facebook.com/DCGeneralsRoofing/videos/1337890413044632>]

July 15, 2019... David had hail and wind damage. But we were able to help him navigate the process of working with his insurance company to get a whole new roof. Talk about being fully covered!

[<https://www.facebook.com/DCGeneralsRoofing/photos/a.196531440413527/2430478920352090/>]

July 23, 2019...After wild weather, it pays to have your roof inspected right away, just to catch damage early! This also helps to connect you with any insurance coverage you may be eligible for.

[<https://www.facebook.com/DCGeneralsRoofing>]

July 31, 2019...DC General was very knowledgeable and extremely helpful working with the insurance company...

[<https://www.facebook.com/DCGeneralsRoofing>]

September 19, 2019...if there is damage, we meet your insurance adjustor to show them the damage we identified.... The adjustors are great to work with, and the final decision is

¹ See Md. Ann. Code, Business Regulations Article § 8-101(l) states, "Salesperson means a person who sells a home improvement."

in the hands of your insurance company. We are happy to assist, making sure the damage is both FOUND and RECOGNIZED! This can lead to tremendous savings for you.

[<https://www.facebook.com/DCGeneralsRoofing>]

October 17, 2019, ...I was expecting to pay out of pocket, but when they came out and found wind/hail damaged [sic] they helped me with having insurance cover the cost. I mean why not?

[<https://www.facebook.com/DCGeneralsRoofing/photos/a.196531440413527/3093570147376294>]

June 8, 2020... Chris, our representative for the company, helped me work with my home insurance company after my initial claim was denied. Because of his help, the insurance actually reversed their decision and gave us partial payment towards the claim!

[<https://www.facebook.com/DCGeneralsRoofing/photos/a.196531440413527/3185774818155826/>]

July 14, 2020...They worked with our insurance company and got the entire project covered minus deductible. Extremely happy with the entire process!!

[<https://www.facebook.com/DCGeneralsRoofing/photos/a.196531440413527/3716764178390218/>]

January 25, 2021...We're on your team and armed with insurance claim experience...

[<https://www.facebook.com/DCGeneralsRoofing>]

February 9, 2021...We're on your team and armed with insurance claim experience. If you're working with your insurance company for repair or replacement coverage, we'll do everything we can to help you understand and succeed in your fight for your claim.

[<https://www.facebook.com/DCGeneralsRoofing/photos/a.196531440413527/3776164822450153/>]

February 18, 2021...We provide...storm damage claims assistance to homeowners in Frederick, MD and surrounding areas.

[<https://www.facebook.com/DCGeneralsRoofing/photos/a.196531440413527/3975007055899261/>]

April 29, 2021...If you have storm damage, DC Generals can provide emergency roof repairs and help file a claim with your insurance company.

DCG's Facebook Video Postings

10. The Administration examined social media video postings for DCG. The content included the following:

[<https://www.facebook.com/196420877091250/videos/2415399141891831>]

The video, dated October 22, 2019, was captioned with the following language:

After this home's roof was damaged by high wind, we worked with the insurance company and got the whole roof approved for replacement. There also was a little bit of siding damage, but it turned out that we weren't able to get an exact color match for the new siding. We then learned that in scenarios where a match wasn't available, the insurance company's policy was that they would pay for the whole house to be resided! So, after wind damage, this homeowner ended up getting a new roof AND new siding, all covered by their insurance. It's worth getting an inspection after a weather event!

Within the video, the DCG representative stated:

"they had wind damage early this year, and so we came out, was able to work with the insurance, um, got the whole roof approved... the insurance paid for the whole house to be re-sided, as part of their policy, so you have all new siding...check first to see if there is a color match for it. If not, your policy may cover full house replacement for siding."

[<https://www.facebook.com/DCGeneralsRoofing/videos/3688974167779517>]

The video, dated October 3, 2020 was captioned with the following language:

Join Brian for a closer look at why we reach out directly to our neighbors, and why our neighbors are so glad we do!

Within the video, the DCG representative stated:

"We've installed about 85, 90 uh, roofs in the last few years, and we've saved our neighbors, uh, well over 1.2, 1.3 million dollars in cost, because we did a free inspection, we found storm damage, uh, the homeowners chose to call the insurance, we met the insurance adjuster, showed them the damage that we found, they were approved, and they paid for everything, minus their deductible...we're here to help out, see if you have storm damage, and hopefully we can help you qualify also."

[<https://www.facebook.com/DCGeneralsRoofing/videos/775435863322290>]

The video, in a foreign language, dated January 26, 2021 was captioned with the following translation:

"To all my friends. My roof was old and badly broken and I want it to repair it but I couldn't because it was too much money. But one of my friends called me and recommended me to him. This man helped me with the estimate and how to contact my insurance company. They did everything and I only paid the deductible. Call him and he will help you and do the best."

[<https://www.facebook.com/DCGeneralsRoofing/videos/333975891167268>]

The video, dated February 1, 2021 was captioned with the following language:

Here is a testimonial from one of our Burmese customers. This is the translation.

Within the video, a DCG customer gives a testimonial in Burmese, with the following English translation included:

"Hello fellow Burmese people and those who recently bought a new house. I would like to share some good news with you guys. If you [sic] is heavily damaged by hazards such as winds, a friend of mine, Juan from DC GENERALS would be able to take care of it. Everything will be cover [sic] by your insurance company."

[<https://www.facebook.com/196420877091250/videos/420173052384230>]

The video, dated March 2, 2021 was captioned with the following language:

Here is a testimonial from a Realtor we have worked with mentioning a smooth sailing process with DC Generals!

Within the video, a DCG customer stated:

"So to anyone who might need some help with insurance claim, I work with Juan from DC Generals, there was a smooth transaction from the very beginning to the very end, the insurance company didn't approve this claim to full extent but Juan was able to complete a transaction and get additional approval so my claim was fully covered, they're a great roof, and I highly recommend Juan because he was very professional and helped me with this entire process."

[<https://www.facebook.com/196420877091250/videos/1597713087284833>]

The video, dated March 8, 2021 was captioned with the following language:

Do I have to pay my deductible? Why does my insurance split the claim money for my new roof into two checks? Watch the video below to find out more!

Within the video, an image of a roof repair estimate with insurance terms was displayed while a DCG representative stated:

"Hey, this is Brian with DC Generals Roofing and Siding... when we do an insurance claim, the insurance is paying for the work to be done, minus, uh, customer's deductible... do I have to pay my deductible, number two, can they keep some of the money from the claim... we answer that question and go through this one here, as an example. So, this is a claim for, um, for storm damage to a roof, it was covered completely for full replacement, the total claim is \$16,309.64. So, when we did the insurance, is help to make sure that people stay honest and, that there is not any, um, hopefully temptation for insurance fraud, is they don't pay all the money up front, they want to make sure all the work is done and completed per the insurance claim, per the insurance claim pricing, and then, once that's approved, they will then release the remaining funds at the end. So, what they do is, they hold back some of the money, and this is called depreciation. So, they're going to hold back that much up front, and not pay that until the work is complete. So, that leaves \$11,745.35, which is called the actual cash value, is the value of the roof currently, in its used state. They're going to send that much, but they're also going to back out \$1000 for this person's deductible. The deductible is paid directly from the homeowner to their contractor. That is their portion, um, that they pay out of pocket, and that's it. So, with our customers, all they're paying out of pocket is strictly their deductible, that means the check that's coming is \$10,745.35. That would become the deposit that the homeowner pays to their contractor, or at least, a total of at least 1/3 of the total at cost of the claim they pay up front as a deposit to the contractor. Once the work is done by the contractor, everything's been completed, per the insurance claim, we, as the contractor, will then invoice the insurance adjuster, and say, hey, the work is complete, here's our invoice, we did all the work per the claim, per the pricing, um, and, so, everything is above board. Once they see we did all the work, per the pricing, they will then release the remaining amount, called the recoverable depreciation. So, the total amount paid by the insurance, in this example, is \$10,745 plus the, the 4564, so, 15,309.64, because one thousand of the total comes from the homeowner, as their deductible. The second number could increase because there might be some things that the insurance missed on the claim... if there's anything that they missed, we will add that on as a supplement, and the insurance will then either agree to it or, or deny it, it's their call, but that second number could increase depending on any potential supplements. So, the answer to the question is, um, about, can you keep any of the funds from your insurance claim, the answer is no. It, to do things correctly and legally, uh, you cannot retain funds from the insurance claim. That money is meant to be used for the work, uh, that is needed on the home. If you were to have the work done at a cheaper amount, say we did it for two thousand less, they would simply send less money at the end. Instead of sending 4,500, they'd send \$2,500. So, that's how an insurance claim works when it's done correctly, that, that's the process that we follow, I, in the end, though it's great, you get a whole, a whole new roof covered through insurance for no more than the cost of your deductible, and we (inaudible) everybody to a great lifetime architectural shingle. If you have any questions, reach out to DC Generals, we'd be happy to help out, thanks."

DCG'S Website

11. The Administration examined the following sections of DCG's website and noted the following content:

About Us:

We specialize in storm damage claims assistance, helping family after family save money. Let us work with your insurance company to be sure your storm damage claim gets resolved in a timely fashion to your satisfaction.

If you have storm damage, DC Generals can provide emergency roof repair and help file a claim with your insurance company.

Roof Inspection Services:

Roof Inspections and Your Insurance... It's also vital to have a roofing inspection before you file any insurance claims... Since many insurance companies consider the number of claims you've filed when calculating your premiums, a false claim may cost more in the end.

Instead, hiring a qualified roofing inspector can give you an idea of your roof's condition and what you may be entitled to from your homeowner's insurance. Only your insurance company can decide whether to pay for your repairs or new roof, but a roof inspection can help you understand what to expect from your claim.

We're on your team and armed with insurance claim experience. If you're working with your insurance company for repair or replacement coverage, we'll do everything we can to help you understand and succeed in your fight for your claim.

This portion of the website contained the following customer comments:

"Even when we felt the insurance company was taking too long, Gary was there to help."

"The entire process starting from initial inspection, working with my insurance company, and actual roof replacement was smooth and on time."

Testimonials:

Time after time our customers save more money on roof replacement when they have our help with storm damage claims.

Awesome service by DC Generals Roofing who did all that it took in working with my insurance company for the proper assessment of the roof and property damage which resulted in a new roof.

They did a free roof inspection and discovered the damage was significant enough to open a claim with my homeowners [sic] insurance. They met with my insurance adjuster and helped me get approved... Only cost was my deductible.

He provided a detailed report showing the damage that had occurred. Nic worked with us and the insurance to get this matter resolved.

He (DCG representative) knocked on our door and asked if we wanted a roof inspection... Turns out the high winds we had recently did a bunch of damage to our roof.....He (DCG representative) said, "we were a great candidate for an insurance claim." I'm so thankful for a beautiful brand new roof that would have cost me 90% more then [sic] simply paying my insurance deductible.

Website Blog – Is My Roof's Storm Damage Covered by Insurance?:

However, some additional factors play a huge role in your roof's insurance coverage. It's a good idea to know about these factors rather than leaving everything to the insurance company.

Here are some of the crucial factors your roof insurance depends on... Your home insurance may also provide coverage for wreckage due to rain, wind, and hail. However, you may have to pay a separate deductible for storm damage due to hail or wind.

Moreover, it isn't sufficient to know that your policy has you covered. Finding out how much you will be compensated is equally imperative.

The Age of the Roof May Lower the Insurance Coverage.

Take photos of your roof to corroborate the evidence of your claims process. That record will help you get a proper settlement.

Also, try to record the damage....it will help ensure a smooth claims process.

...all insurance companies cover roof damage differently...Insurance policies also vary in coverage limits and specific exclusions.

Website Blog – 5 Ways to Get Results from Insurance Companies:

How to Get the Most from Insurance Companies.

We at DC Generals can help you with tips for getting results from your insurance company.

Read Your Policy

File Your Claim on Time

The insurance companies will usually send out their own adjusters, someone whose job it is to inspect the roof on the behalf of the company. They tend to find results favorable to the insurance companies, which makes having a second report from an independent roofing contractor all the more important.

Filing a damage claim is a bit of a wake-up call for many homeowners...To help alleviate the stress when a claim is required... If you're able to demonstrate to the insurance company that...you're going to find that they're much more receptive to your claim.

...DC Generals is here for you...Now is the time to choose the company you're going to work with, as they're going to be your closest ally when it comes to battling the insurance company over roof repair. You're going to want to make sure they have an exemplary record and experience dealing with insurance claims.

...the last thing you want to do is fight with an insurance company over who is responsible for the damages. Following our tips above should help you get your insurance company to pay for complete or partial Maryland roof replacement.

Website Blog -Does Insurance Cover Snow and Ice Damage?:

1. Does Homeowner's Insurance Cover Hail Damage?
2. Does Homeowner's Insurance Cover Roof Collapses Caused Due to Ice-Related Damage?
3. Does homeowner's insurance cover ice dams?
4. Does Homeowner's Insurance Cover Burst Pipes?
5. Does Homeowner's Insurance Cover Injuries on Ice?

If you want to prepare for another winter season, **DC Generals can help you understand the essentials of your (insurance) policy [Emphasis added]**. We can provide you with services and information to help you make any required changes.

Website Blog - Storm Damage and Roof Repair in Frederick, MD:

If you can catch damage early, you'll protect your home, protect your budget, and greatly increase the chances of your insurance company covering necessary repairs. We have a phenomenal track record of success, helping our neighbors (in many cases) receive a totally new roof for just the cost of their deductible.

Once your assessment is complete, we're happy to meet with your insurance company and discuss our findings in detail. Our goal is to do everything we can to make sure you (and your home!) are covered.

Website Blog – How to Know When Insurance Should Pay for Your Roof:

Whether insurance picks up the total bill or partially depends on your company. Whatever the case, be sure to file quickly! Delaying filing a claim almost never works in your favor.

...a trained roofing specialist can add to the credibility of your claim and give it leverage with an insurance adjuster.

We recommend that you file your roof insurance claims as quickly as you can. Remember to get the assistance of a reputable local roofing contracting firm who knows how to navigate insurance matters.

Ready to file? Call DC Generals (240) 629-8464 for guidance...

Website Blog – How Do I Know What My Homeowners Insurance Covers?:

All homeowners insurance policies have a liability threshold. This defines the extent of coverage the insured has if, god forbid, such a regrettable incident occurs. A mistake people make is considering HOI as a home warranty or mortgage insurance.

Learning about your insurance policy will be worth it when you are in need of help, and have to rely on your homeowner's insurance. **Feel free to contact us to find out more regarding its policies [Emphasis added].**

12. Notwithstanding its failure to be licensed, DCG has engaged, and continues to engage, in the business of public adjusting in Maryland and has otherwise violated the insurance laws of the State.

II. CONCLUSIONS

The following provisions of the Maryland Insurance Article apply to acts and omissions of the Respondents in the State.²

13. Section 10-401(g) of the Insurance Article provides, in pertinent part:

(g)(1) "Public adjuster" means a person who for compensation or any other thing of value:

² The failure to designate a particular provision in this proposed Order does not deprive the Commissioner of the right to rely on that provision. The Order also does not contain references to regulations contained in Title 31 (Maryland Insurance Administration) of the Code of Maryland Regulations (COMAR), which may be applicable.

- (i) acts or aids, solely in relation to first-party claims arising under an insurance policy that insures the real or personal property of the insured, on behalf of the insured in negotiating for, or effecting the settlement of, a claim for loss or damage covered by an insurance policy;
 - (ii) except as provided in § 10-403 of this subtitle, directly or indirectly solicits for employment as a public adjuster of insurance claims, solicits business, or represents oneself to the public as a public adjuster of first-party insurance claims for losses or damages arising out of insurance policies that insure real or personal property; or
 - (iii) Investigates or adjusts losses, or advises an insured about first-party claims for losses or damages arising out of an insurance policy that insures real or personal property for another person engaged in the business of adjusting losses or damages covered by an insurance policy, for the insured.
14. **Section 10-403** of the Insurance Article provides, in pertinent part:
- (a) Except as otherwise provided in this subtitle, a person must obtain a license before the person acts as a public adjuster in the State.
15. **Section 27-405** of the Insurance Article provides, in pertinent part:
- (a) It is a fraudulent insurance act for a person to act as or represent to the public that the person is:
 - (1) an insurance producer or a public adjuster in the State if the person has not received the appropriate license under or otherwise complied with Title 10 of this article[.]
16. **Section 4-205(b)** of the Insurance Article provides, in pertinent part:
- An insurer or other person may not, directly or indirectly, do any of the acts of an insurance business set forth in subsection (c) of this section, except as provided by and in accordance with the specific authorization of statute.
17. **Section 4-205(c)** of the Insurance Article provides, in pertinent part:
- (6) except as provided in subsection (d) of this section, with respect to a subject of insurance resident, located, or to be performed in the State, directly or indirectly acting as an insurance producer for, or otherwise representing or helping on behalf of another, an insurer or other person to:

* * *
* * *

(vii) investigate or adjust claims or losses;

(ix) in any other manner represent or help an insurer or other person to transact insurance business;

(7) doing any kind of insurance business specifically recognized as doing an insurance business under statutes relating to insurance;

(8) doing or proposing to do any insurance business that is substantially equivalent to any act listed in this subsection in a manner designed to evade the statutes relating to insurance[.]

18. **Section 27-203** of the Insurance Article provides, in pertinent part:

A person may not make, publish, disseminate, circulate, place before the public, or cause directly or indirectly to be made, published, disseminated, circulated, or placed before the public in a newspaper, magazine, or other publication, in the form of a notice, circular, pamphlet, letter, or poster, over a radio or television station, or in any other way, an advertisement, announcement, or statement that contains an assertion, representation, or statement about the business of insurance or about a person in the conduct of the person's insurance business that is untrue, deceptive, or misleading.

19. **Section 4-212** of the Insurance Article provides, in pertinent part:

An unauthorized insurer or person that violates this subtitle is subject to a civil penalty of not less than \$100 but not exceeding \$50,000 for each violation.

20. **Section 27-403** of the Insurance Article provides, in pertinent part:

It is a fraudulent insurance act for a person:

(2) to present or cause to be presented to an insurer documentation or an oral or written statement made in support of a claim...with knowledge that the documentation or statement contains false or misleading information about a matter material to the claim[.]

21. **Section 27-408(c)** of the Insurance Article provides, in pertinent part:

- (1) In addition to any criminal penalties that may be imposed under this section, on a showing by clear and convincing evidence that a violation of this subtitle has occurred, the Commissioner may:
 - (i) impose an administrative penalty not exceeding \$25,000 for each act of insurance fraud; and

* * *

- (2) In determining the amount of an administrative penalty, the Commissioner shall consider:
 - (i) the nature, circumstances, extent, gravity, and number of violations;
 - (ii) the degree of culpability of the violator;
 - (iii) prior offenses and repeated violations of the violator; and
 - (iv) any other matter that the Commissioner considers appropriate and relevant.

22. A Public Adjuster is an insurance claim adjuster who acts as an advocate for a policyholder in appraising and negotiating a first party property insurance claim. Public Adjusters must be licensed by the Administration. Public Adjusters act as the insured's representative in dealings with the insurance company.

23. By the conduct described herein, Respondent acted as authorized public adjuster, despite lacking the license to do so.

24. Respondent admits that the facts as stated herein are accurate that is therefore in violation of §§ 27-405(a)(1), 10-401(g), 10-403(a), and 4-205(b) of the Insurance Article as stated in this Consent Order.

25. Administrative fines shall be made payable to the Maryland Insurance Administration and shall identify the case by number (T-21-0066) and name (DC Generals Roofing & Siding). Payment of the administrative fine shall be sent to the attention of: Associate Commissioner, Insurance Fraud and Producer Enforcement Division, 200 St. Paul Place, Suite 2700, Baltimore, Maryland 21202. Unpaid fines will be referred to the Central Collections Unit for collection.

26. 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.

Order

WHEREFORE, for the reasons set forth above, it is this 28th day of September 2021, **ORDERED** by the Maryland Insurance Commissioner and CONSENTED to by Respondent, that:

- A. For the violations stated herein, the Administration hereby imposes an administrative penalty on Respondent in the amount of \$10,000.00. The administrative penalty shall be paid as follows:
 - i. \$2,000.00 paid by Respondent to the Administration along with the submission of the executed Consent Order;
 - ii. \$2,000.00 due by November 1, 2021;
 - iii. \$2,000.00 due by December 1, 2021;
 - iv. \$2,000.00 due by January 3, 2022; and
 - v. \$2,000.00 due by February 1, 2022.
- 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.
- C. 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 (T-21-0066) and name (DC Generals Roofing & Siding).
- D. Respondent agrees to **DISCONTINUE** undertaking any future advertisements or marketing campaigns that promise to represent an insured with their homeowner's

claim to an insurance company, or otherwise act or perform work as a public adjuster in conjunction with home repairs.

- E. Respondent will immediately amend/modify its webpage, and **DISCONTINUE** representing itself to the public as an adjuster of insurance claim for losses or damages arising under insurance contracts that insured the real or personal property, or both, of an insured.
- F. Respondent shall not hold itself 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, except as set forth in an applicable appraisal provision in a policy of insurance or through a person or entity licensed to act as a public adjuster in the State, and, in that regard, shall immediately amend/modify his respective advertisements, including his website to remove any reference to the performance of any activities that fall within the scope of the activities described in § 10-401 in Maryland.
- G. 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.
- H. Respondent had the opportunity to have this Order reviewed by legal counsel of its choosing, and 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.
- I. 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 Respondent 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.
- J. 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.
- K. 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

RESPONDENT'S CONSENT

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

Name: Jonathan Layne

signature on original

Signature: [Signature]

Date: 9/28/2021