

IN THE MATTER OF THE
MARYLAND INSURANCE
ADMINISTRATION

v.

ALL WORK LLC
8722 Eddington Rd.
Parkville, Maryland 21234

and

BRIAN MCLANE
INDIVIDUALLY & AS
OWNER/RESIDENT AGENT
OF ALL WORK LLC
8722 Eddington Rd.
Parkville, Maryland 21234

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CASE NO.: MIA-2023-02-015

CASE NO.: MIA-2023-02-016

Fraud Division File No.: T-2023-0074

CONSENT ORDER

This Consent Order ("Consent Order") is issued by the Maryland Insurance Administration (the "MIA") against Brian McLane ("McLane"), individually and as Owner/ Resident Agent of All Work, LLC, and All Work, LLC ("AW") (collectively, "Respondents"), with their consent, pursuant to Md. Code Ann., Ins. Art. §§ 2-108, 2-201, 2-204 and 2-405 (2017 Repl. Vol. & Supp.) for the violations of the Maryland Insurance Article identified and described.¹ This Consent Order supersedes the MIA's Initial Order ("Initial Order") issued on February 23, 2023.

I. RELEVANT MATERIAL FACTS:

1. A public adjuster ("PA") is defined in the Insurance Article to include a person who, for compensation, acts for or assists a policyholder in assessing the value of, negotiating for, or effecting the settlement of a first property insurance claim under a property and casualty policy

¹ Unless otherwise indicated, all statutory references in this Order are to the Insurance Article of the Maryland Code.

that insures the policyholder's real or personal property. *See* § 10-401(g)(1). A person is required to be licensed to act as a public adjuster in the State. *See* § 10-403(a).

2. AW is a limited liability roofing company, located in Parkville, Maryland. McLane is the resident agent and owner of AW. McLane holds a contractor and salesmen license through the Maryland Home Improvement Commission ("MHIC") (License No. 86733). Neither AW nor McLane has ever been licensed to act as a PA in Maryland.

3. On or about September 20, 2022, the MIA examined a page from AW's website and determined that there were possible indications of unlicensed PA activity. The page from the website outlined "Our 4 steps of storm damage roof repair" as follows:

Step #1

First, we properly document your loss caused by the storm damage completely and ensure your policy conditions are met.

Step #2

Next, we present the claim after preparing a comprehensive storm damage estimate. We rely on our extensive knowledge of roofing materials and storm damage roof restoration to get you the most for your claim.

Step #3

Then we eliminate the hassle for you by handling all correspondence with your insurer or mortgage company. We even obtain the experts for you as needed.

Step #4

Then we stay in communication with you throughout the entire claims process so you know exactly what is happening at all times.

<https://allworkllc.com/storm-damage-roof-repair/>

4. Since there were multiple references on AW's web page to their assisting with the homeowner's insurance claims, the MIA thought that it was necessary to open an investigation into potential unlicensed PA activity.

5. As part of this investigation, an investigator conducted a Maryland PA license search for AW and McLane. Neither was licensed as a PA.

6. An MIA investigator thoroughly examined AW's website, <https://allworkllc.com/>, and social media publications. An examination of AW's website on September 21, 2022 confirmed that the information contained in paragraph 3, *supra*, regarding "Our 4 steps of storm damage roof repair," had been published on its Roof Storm Damage page. The website contained the following additional statements related to homeowner's insurance:

AW's Website Postings

a) **Roof Insurance Claims**

We handle insurance companies to make sure you get the best work for your claim.

<https://allworkllc.com/>

b) **Home Page - About Us:**

... From roof insurance claims to roof restoration, we've got you covered.

<https://allworkllc.com/>

c) **Why Us Tab:**

5. We are Maryland's Storm Damage Roof Specialists

... We work with insurance companies **on your behalf** [emphasis added] to make sure you get the best work for your claim.

6. Homeowner's Roof Insurance Claims

We handle insurance companies to make sure you get the best work for your claim.

<https://allworkllc.com/about/>

d) **MARYLAND STORM DAMAGE HELP (Resources Tab)**

Many homeowners are unaware that the insurance you pay for monthly will cover storm damaged exteriors **without raising your rates! It is actually illegal to do so** [emphasis added]. So call us today to see what we can do for you and your home, typically for the cost of your deductible only!

The resources for you are very simple: you make a claim with your insurance company, and we do the rest! We are specially trained **advocates for the homeowner** [emphasis added] and will take the hassle out of dealing with your insurance company.

All Work LLC will evaluate your damage and **MAXIMIZE** your settlement. We can obtain as much as 3-5 times more money than what your insurance company will offer you. Let us know if you'd like more information on how we will maximize your coverage by understanding the applicable laws....

<https://allworkllc.com/resources/>

e) **MARYLAND STORM DAMAGE HELP (Resources Tab)**
OUR 4 STEPS OF STORM DAMAGE REPAIR

- properly and completely document your loss and ensure policy conditions are met
- present the claim properly by preparing a comprehensive damage estimate
- handle all correspondence with your insurer/mortgage company and even obtain experts as needed.
- stay in communication with you throughout the whole claims process so you know exactly what is happening at all times.

<https://allworkllc.com/resources/>

AW's Facebook Postings/Reviews

7. As part of its investigation, an MIA investigator examined Respondent's Facebook posts and reviews for the time period June 28, 2018 through March 28, 2022. The following content was discovered, including a posting of "Our 4 steps of storm damage roof repair" (*see* paragraph 3, *supra*) on February 25, 2021:

a) **All Work LLC**

June 28, 2018

If you are having trouble dealing with your insurance company after all these storms. [*sic*]
We can help!

Call us first if you can and we will help make the claim in the most beneficial way for you.

[https://www.facebook.com/AllWorkLLC/community/?ref=page_internal]

b) **All Work LLC (Review)**

July 27, 2018

...If you are dealing with your insurance company, call All Work LLC. They are the best. Honest, respectful, fast people I have ever seen. They saved us from paying tons of money for replacing our roof. Insurance Company (Geico) just paid me \$800, but All Work LLC somehow were [*sic*] able to negotiate with them to pay almost all the replacement cost...

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

c) **All Work LLC**

May 16, 2019

...We can get their roof replacement covered by insurance!

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

d) **All Work LLC**

October 2, 2019

This is what happens when someone tries to handle a roof claim to their homeowners [*sic*] insurance by themself [*sic*]. Do you feel like these people were made whole again? Looks like a devalued roof to me. At a minimum the front of the house should have been replaced, most times we can get the entire roof paid for except the cost of your deductible.

We know how to hold insurance companies to their liabilities. Tell your neighbors we are here for them!

See our google reviews and ask us how!

443-326-3300

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

e) **All Work LLC**

July 24, 2020

...And don't forget! If anyone has wind damage. [*sic*] I can likely get you a roof for just the cost of your deductible! 443-326-3300

[https://www.facebook.com/AllWorkLLC/community/?ref=page_internal]

f) **All Work LLC (Review)**

February 8, 2021

...All work [*sic*] really came through for us. They not only negotiated the insurance claim but they did all the repair work, as well. We received nearly double than what we were initially offered and got a beautiful new roof and bathroom! Job well done!

[<https://www.facebook.com/AllWorkLLC/photos/a.1159000390800484/4199421180091708>]

g) **All Work LLC**

February 25, 2021

Our 4 steps to Storm Damage Roof Repair

[<https://www.facebook.com/AllWorkLLC/photos/pcb.4250278428339316/4250160361684456>]

Step #1: First, we properly document your loss caused by the storm damage completely and ensure your policy conditions are met.

[<https://www.facebook.com/AllWorkLLC/photos/pcb.4250278428339316/4250160685017757>]

Step #2: Next, we present the claim after preparing a comprehensive storm damage estimate. We rely on our extensive knowledge of roofing materials and storm damage roof restoration to get you the most for your claim.

[<https://www.facebook.com/AllWorkLLC/photos/pcb.4250278428339316/4250160698351089>]

Step #3: Then we eliminate the hassle for you by handling all correspondence with your insurer or mortgage company. We even obtain the experts for you as needed.

[<https://www.facebook.com/AllWorkLLC/photos/pcb.4250278428339316/4250160678351091>]

Step #4: Then we stay in communication with you throughout the entire claim process so you know exactly what is happening at all times.

[<https://www.facebook.com/AllWorkLLC/photos/pcb.4250278428339316/4250160671684425>]

We will evaluate your damage and MAXIMIZE your settlement. We can obtain as much as 3 to 5 times more money than what your insurance company will offer you.

[<https://www.facebook.com/AllWorkLLC/photos/pcb.4250278428339316/4250160701684422>]

h) **All Work LLC (Review)**

March 4, 2021

...After dealing with the home insurance company who wouldn't concede to anything but a patch job on one side of the roof and their guy would not go in the house to see the 4 rooms with damaged ceilings. [*sic*] I called "All Work LLC". **Brian [McLane]** [emphasis added] took over the problem and dealt one on one with the insurance company....

[<https://www.facebook.com/AllWorkLLC/photos/a.1159000390800484/4271900632843762>]

i) **All Work LLC (Review)**

March 28, 2022

...At first the damage looked minor. The more we looked the more we found. It went from a \$14,000 job to \$100,000 repair. Luckily they can handle it all including working with the insurance company. The roof looks amazing as well as the new siding. Wind damage is a terrible thing.

[<https://www.facebook.com/AllWorkLLC/photos/a.1159000390800484/5522113957822417>]

8. McLane admits that the above language fairly and accurately represents the language contained on AW's website and Facebook pages.

9. The MIA issued the Initial Order on February 23, 2023, finding that the actions and language described above constituted violations of the Insurance Article. Specifically, the Order found that AW and McLane:

- Advocated on behalf of insureds to get the most from insurance companies;
- Declared themselves experts in claims processes;
- Offered to assist with the processes of a claim;

- Offered to "stay in communication with you through the entire claim process."
- Told consumers on Facebook that "[AW]... can get their roof replacement covered by insurance!" and "[c]all us first if you can and we will help make the claim in the most beneficial way for you."
- Published and maintained their "4 Steps of storm damage roof repair" on their Facebook page and website;
- Assured readers that Respondents will "rely on [their]... extensive knowledge ... to get you the most for your claim" and "eliminate the hassle for you by handling all correspondence with your insurer."

In addition, on their website, Respondents:

- Gave the following advice: "Many homeowners are unaware that the insurance you pay for monthly will cover storm damaged exteriors **without raising your rates! It is actually illegal to do so** [emphasis added]."
- Stated that they would ensure **policy conditions** [emphasis added] are met;
- Advised that they would present the claim properly by preparing a comprehensive damage estimate;
- Declared that they can obtain as much as 3-5 times more money than what your insurance company will offer you;
- Told consumers they would handle all correspondence with your insurer... and even obtain experts as needed;
- Stated that they handle **insurance companies** [emphasis added] to make sure you get the best work for your claim;
- Claimed to be specially trained **advocates for the homeowner** [emphasis added] and will take the hassle out of dealing with your insurance company;
- Offered to do all the work. From **roof insurance claims** [emphasis added] to roof restoration;
- Stated that they work with insurance companies **on your behalf** [emphasis added] to make sure you get the best work for your claim;
- One particular review stated that **Brian [McLane]** [emphasis added] took over the problem and dealt one on one with the insurance company.

10. Upon receipt of the Initial Order, McLane took prompt action to remove the offending language from AW's website and Facebook pages.

II. MARYLAND INSURANCE LAWS

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

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:

(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.

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.

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[.]

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.

Section 4-205(c) of the Insurance Article provides, in pertinent part:

(c) Any of the following acts in the State, effected by mail or otherwise, is considered to be doing an insurance business in the State:

* * *

(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[.]

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.

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.

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.

III. SANCTIONS:

12. By the conduct set forth above, Respondents violated the Insurance Article by acting as PAs, despite lacking the requisite license to do so. Respondents acknowledge the violations and agree to discontinue all activities that are the subject of this Consent Order, thereby resolving their current and past violations specific to those enumerated in this Consent Order.

13. 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 MIA. Public Adjusters act as the insured's representative in dealings with the insurance company.

14. Respondents admit that the facts as stated herein are accurate and that they are 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.

15. Having considered the factors set forth in § 27-408(c)(2), the MIA has determined and Respondents have agreed that they shall be jointly and severally liable for an administrative penalty of \$1,250.00.

16. The parties acknowledge and agree that this Consent Order resolves the factual allegations with respect to Respondents. Accordingly, execution of this Consent Order concludes the investigation of Respondents 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 27th day of March, 2023, **ORDERED** by the Commissioner and consented to by Respondents, that:

- A. For the violations stated herein, the MIA hereby imposes an administrative penalty on Respondents jointly and severally in the amount of \$1,250.00. The administrative penalty shall be paid as follows:
- i. \$250.00 paid by Respondents to the MIA along with the submission of the executed Consent Order;
 - ii. \$250.00 due by May 1, 2023;
 - iii. \$250.00 due by June 1, 2023;
 - iv. \$250.00 due by July 3, 2023; and
 - v. \$250.00 due by August 1, 2023.
- B. Within 30 days of the date of this Consent Order, Respondents shall confirm in a letter to the Commissioner that they have discontinued all business activities in the State of Maryland that fall within the scope of activities defined in § 10-401.
- C. Administrative penalties shall be made payable to the Maryland Insurance Administration and shall identify the case by number (T-2023-0074) and name (Brian McLane / All Work, LLC). Payment of the administrative penalty shall be sent to the attention of: Acting Associate Commissioner Joseph E. Smith, Insurance Fraud and Producer Enforcement Division, 200 St. Paul Place, Suite 2700, Baltimore, Maryland 21202. Failure to pay the administrative penalty as outlined above constitutes a default, and will be referred to the Central Collections Unit for collection.
- D. Respondents agree that they will not act as a public adjuster without first obtaining a license. Respondents shall confirm in a letter to the MIA that Respondents do not hold themselves out as a person or entity qualified to act on behalf of Maryland policyholders in negotiation of the cost to repair damages covered by a policy of insurance and, in that regard, McLane and AW shall immediately amend/modify their respective advertisements, including Facebook pages and websites to remove any reference to the performance of any activities that fall within the scope of the activities described in § 10-401 in Maryland.
- E. The parties acknowledge that this Consent Order contains the entire agreement between the parties relating to the administrative actions addressed herein and that this Consent Order resolves all matters relating to the assertions and agreements contained herein. All time frames set forth in this Consent Order may be amended or modified only by subsequent written agreement of the parties.
- F. Respondents had the opportunity to have this Order reviewed by legal counsel of their choosing, and they are aware of the benefits gained and obligations incurred by the

execution of this Order. Respondents waive any and all rights to any hearing or judicial review of this Consent Order to which they would otherwise be entitled under the Insurance Article with respect to any of the determinations made or actions ordered by this Order.

- G. For the purposes of the MIA and for any subsequent administrative or civil proceedings concerning Respondents, whether related or unrelated to the foregoing paragraphs, and with regard to requests for information about the Respondents made under the Maryland Public Information Act, or properly made by governmental agencies, this Order will be kept and maintained in the regular course of business by the MIA. For the purposes of the business of the MIA, the records and publications of the MIA will reflect this Order.
- H. Nothing herein shall be deemed a waiver of the Commissioner's right to proceed in an administrative action or civil action to enforce the terms of this Consent Order. Failure to fully comply with the terms of this Consent Order may subject Respondents to further legal and/or administrative action.
- I. This Order shall go into effect upon signing by the Commissioner or her designee, and is a Final Order of the Commissioner under § 2-204 of the Insurance Article.

KATHLEEN A. BIRRANE
Insurance Commissioner

BY: **signature on original** _____
JOSEPH E. SMITH
Acting Associate Commissioner
Insurance Fraud & Producer Enforcement Division

RESPONDENTS' CONSENT

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

Name: Brian McLane
(Owner/ Resident Agent)

Signature: [Handwritten Signature]

Date: 3/23/23

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

Name: Brian McLane
(Respondent)

Signature: [Handwritten Signature]

Date: 3/23/23