Circuit Court for Montgomery County
Case No. 444997V

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 2089

September Term, 2022

DAVID BOYD, ET UX.

v.

THE GOODMAN-GABLE GOULD COMPANY D/B/A GOODMAN-GABLE GOULD/ADJUSTERS INTERNATIONAL

Graeff,
Shaw,
McDonald, Robert N.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Shaw, J.

Filed: March 11, 2024

* This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for its persuasive value only if the citation conforms to Rule 1-104(a)(2)(B).

In 2016, the home of Appellants David Boyd and Penny Coco-Boyd, located in Potomac, Maryland, was destroyed by a fire. The Boyds notified State Farm Fire and Casualty Company, with whom they had a homeowners' insurance policy. They later contracted with Appellee, The Goodman-Gable-Gould Co., d/b/a Goodman-Gable-Gould Co./Adjusters International ("GGG"), to adjust their claim with State Farm. Dissatisfied with GGG's services, the Boyds filed a complaint with the Maryland Insurance Administration ("MIA"), alleging GGG had violated its duties as a public adjuster.

While an investigation by the MIA was ongoing, the Boyds filed a declaratory judgment action in the Circuit Court for Montgomery County against GGG and State Farm[1], seeking a declaration that they had a legal right to terminate their contract with GGG. After the MIA issued a decision in favor of GGG, the Boyds amended their circuit court complaint to add claims of breach of contract, restitution, negligence, and fraud, seeking compensatory and punitive damages. GGG moved for summary judgment, which was granted and subsequently reversed on appeal. GGG's second motion for summary judgment followed and after argument, the court granted the motion.

Appellants timely appealed and present five questions for our review:

1. Did the trial court commit reversible error in granting summary judgment in favor of GGG as to the Boyds' claims of breach of contract and negligence in its handling of the casualty insurance claim pertaining to the deck and gazebo of the Boyds' insured house?

2. Did the trial [c]ourt commit reversible error in granting summary judgment in favor of GGG as to the Boyds' claim for restitution of the

[1] State Farm was dismissed as a Defendant by Stipulation on March 29, 2019.

6% commission of $60,150.32 paid to GGG for the policy limits for structural damage which State Farm Fire and Casualty Company had already committed to pay the Boyds before they entered into a contract with GGG?

3. Did the trial court commit reversible error in granting summary judgment in favor of GGG as to the Boyds' claim for reimbursement of the $6,106.10 commission paid to GGG based upon an inflated demolition estimate?

4. Did the trial [c]ourt commit reversible error in granting summary judgment in favor of GGG as to the Boyds' claim for four months of loss of use and the Option ID limits?

5. Did the trial court abuse its discretion in refusing to grant the Boyds' Motion to Alter or Amend Judgment?

For the reasons set forth below, we affirm the grant of summary judgment in favor of GGG.

FACTUAL AND PROCEDURAL BACKGROUND

A. Factual Background

On June 13, 2016, there was a fire at the home of David Boyd and Penny Coco-Boyd located in Potomac, Maryland. The Boyds were insured under a homeowners' policy with State Farm Fire and Casualty Company, and they gave timely notice of their claim. The coverage under the policy included Coverage A – Dwelling coverage of up to $932,700, Coverage A – Dwelling Extension coverage of up to $93,270, Coverage B – Personal Property Coverage of up to $699,525, and Coverage C – Loss of Use Coverage of the actual loss sustained. The Boyds had purchased additional options that increased their coverage limits to $945,758 for Coverage A – Dwelling, and $94,576 for Coverage

A – Dwelling Extension, respectively. The Boyds' State Farm Insurance Policy defines "Dwelling Extension" as follows:

> **Dwelling Extension**. We cover other structures on the residence premises, separated from the dwelling by clear space. Structures connected to the dwelling by only fence, utility line, or similar connection are considered to be other structures.
> We do not cover other structures:
> a. Not permanently attached to or otherwise forming part of the realty;
> b. Used in whole or part for business purpose; or
> c. Rented or held for rental to person not tenant of the dwelling, unless used solely as private garage.

Coverage A coverage included a Demolition five percent (5%) limit of $56,745.48; Ordinance and Law coverage up to $94,575.80 and Landscaping up to $47,287.90. Their policy also included Option ID coverage, which provides for the increase in the expense associated with repairing the structure up to the limit, which was $189,151 for the Boyds. In order to utilize Option ID coverage, their policy required the actual structure to be rebuilt.

Amy James was assigned to the Boyds' claim as the structural claims representative for State Farm. Ms. James inspected the dwelling on June 14, 2016, and advised that the home was a total loss and that their claim to rebuild the home would be paid at the policy limits. At the time of the fire, there was a wooden deck and gazebo adjacent to the home. The Boyds had designed, engineered, and built the deck as "free standing." State Farm estimated the deck's value to be $112,344. Due to the fire-resistant nature of the Brazilian Ipé Walnut wood used to construct the deck, the Boyds claimed that it was largely intact

after the fire. Nevertheless, State Farm ruled the deck and gazebo were a total loss along with the house.

On July 13, 2016, the Boyds hired GGG, because of its insurance expertise, to adjust their claim with State Farm. The one-page contract entered into by the Boyds and GGG provided that the Boyds were engaging GGG to "assist the Assured and to act in its behalf in the adjustment of all its claims against the insurance companies involved, arising from loss and/or damage by Fire to Dwelling, Personal Property, Additional Living Expenses (ALE)[.]" In pertinent part, the contract included the following language: "The Assured agrees to pay the said Adjuster for its services, a fee of six percent (6%) of the gross amount adjusted or otherwise recovered as a result of said claim or claims." GGG would also assist the Boyds in recovering ALE without any fee and would bear the cost of estimates and expert opinions necessary to support the Boyds' claim. Adjustments were to be made and concluded "only with the consent of the Assured." The Boyds assigned all funds due to them from State Farm to GGG, to the extent of GGG's fees.

Zachary Forrest ("Mr. Forrest"), Senior Vice President at GGG, was assigned to the Boyds' case as their insurance adjustor. Mr. Forrest utilized Atlantic Estimates to perform the Scope of Loss estimates. State Farm and Atlantic Estimates both deemed the deck to be a total loss. On January 4, 2017, GGG submitted to State Farm a home repair estimate from Atlantic Estimating for $1,233,585.30, which included repair estimates for the deck and driveway in the amount of $138,343.88, which was authorized by the Boyds. GGG

recommended First Choice Services, Inc. ("First Choice") to demolish the home and offered to waive the six percent commission if the Boyds used First Choice. First Choice provided GGG with an estimate for demolition and debris removal services of $62,851.58, which GGG forwarded to the Boyds and submitted to State Farm simultaneously on October 16, 2016. State Farm issued a check for $62,851.58 on October 21, 2016. The Boyds ultimately hired Teton Development to perform the demolition. Teton Development charged the Boyds $14,200, leaving the Boyds with $42,548.48 in excess funds. Because the Boyds used Teton Development instead of First Choice, GGG claimed a six percent fee applied to the total amount recovered from State Farm — $62, 851.58.

In March 2017, the Boyds prepared for the demolition of their home. On March 14, 2017, Mrs. Coco-Boyd sent an email to Mr. Forrest and provided a start date for demolition of March 17, 2017. The Boyds contend they called Mr. Forrest on March 15 and left messages that they needed to speak with him about the demolition and received no response. On March 16, 2017, Mr. Forrest forwarded an email from ServPro that the fence would be removed on March 17, 2017. The demolition began the morning of March 17, 2017, but the Boyds had not yet decided whether they would demolish the deck. Mr. Boyd attempted to contact Mr. Forrest that morning and left a message to "confirm[] with you and your assurance that State Farm will pay for the deck under Extended Dwelling, should we take it down?" Mr. Forrest did not return the call. The Boyds contend they ultimately made the decision to demolish the deck because Mr. Forrest had previously assured them

the deck was covered under the Coverage A – Dwelling Extension policy. The deck was then demolished by Teton Development, on or about March 18, 2017.

On or about March 29, 2017, State Farm sent a letter to the Boyds with the Summary of Loss and payment for the Boyds' loss up to the policy limit, plus incurred special limits for the demolition of five percent. The payment included coverage for $24,408.06 of the $94,576 limit under the Dwelling Extension coverage for the walkway, driveway, and fence. State Farm determined the deck was a part of the main structure under the policy and was not a dwelling extension. The Boyds disagreed, explaining that the deck should have been covered under the Dwelling Extension portion of their policy because it was "freestanding with excessive post/beam construction that did not rely on load-bearing attachment to the home's foundation; the post/beams were not attached to the house."

Mr. Forrest made efforts to have State Farm reconsider the decision to deny the Dwelling Extension claim for the deck, but ultimately, he ceased pursuing the claim. When reviewing the draft of correspondence between GGG and State Farm, Mr. Boyd informed Mr. Forrest: "I do not want to offer the concessions you suggested regarding separating out the gazebo/railings/stairs in order to claim a partial amount for the value of the deck." In June 2017, State Farm again denied coverage for the deck as a dwelling extension because it concluded that the deck was permanently attached to the dwelling and was not separated from the dwelling by a clear space.

Ultimately, State Farm paid the policy limit for the structural damage claim and GGG endorsed the check to the Boyds. The Boyds' mortgage company held $475,107 of the payout in escrow, pending the rebuilding of their home. The Boyds authorized payment to GGG of $29,825, representing six percent of the remaining $497,092, excluding commission for the monies held in escrow. Subsequently, State Farm paid the Boyds an additional $61,610 for the cost of personal property and $10,438 for additional landscaping, which GGG refused to release until the Boyds authorized payment of the remainder of GGG's six percent commission on the $475,107 ($28,506 commission) and $72,048 ($4,323 commission), or a total of $32,829 commission.

B. Procedural History

On March 13, 2018, through counsel, the Boyds filed a "Property & Casualty Complaint" with the MIA against GGG seeking $112,344 in restitution for the loss of their deck; "compensation for loss of Replacement Cost reimbursement for their personal property"; ALE they expected to incur; "additional landscaping reimbursement"; and storage fees they had incurred. They asked the MIA to impose fines on GGG for each violation of the Insurance Article and to issue an order directing GGG to release the funds withheld from them. After an investigation by Mr. Andrew Beatty, the MIA analyst assigned to the Boyds' complaint, the MIA determined that GGG had not violated Maryland Insurance Law on October 31, 2018. The letter included a statement of the

Boyds' right to a hearing to be requested within thirty days. The Boyds did not request a hearing.

Two weeks after filing their MIA complaint, on March 29, 2018, the Boyds filed a "Complaint for Declaratory Judgment" in the Circuit Court for Montgomery County. While both actions were pending, the parties entered into a partial Settlement Agreement on June 19, 2018. The agreement provided for future allocation of State Farm payments to be made "without prejudice to either side as to claims they have against each other." Ninety-four percent of future disbursements would be received by the Boyds, and six percent of future disbursements would be held in escrow.

After the MIA determined that GGG had not violated Maryland Insurance Law, the Boyds amended their complaint in the circuit court, adding multiple counts for breach of contract, declaratory judgment, restitution, negligence, and fraud. GGG moved for summary judgment, which was granted, and then subsequently reversed on appeal. GGG renewed its Second Motion for Summary Judgment on September 22, 2022, which was granted by the circuit court on December 8, 2022. Regarding the breach of contract claim, there were three issues. The court held:

> As the obligation to adjust the insurance claim did not come with it an obligation to create insurance claims for the Boyds, and GGG owed no duty to the Boyds regarding the decision to attempt to create an insurance claim by destroying their deck, the Plaintiffs' breach of contract claim with respect to the deck demolition fails. Even were the Boyds to have asserted facts sufficient to show that GGG owed duty to Plaintiffs to advise them about demolition of the deck and that GGG was liable for the loss of their deck, the Boyds have insufficient proof of damages to survive Summary Judgment.

The trial court went on to address the deck demolition estimates, stating:

> Plaintiffs' assertion that the demolition estimate was over inflated is unsupported. The mere allegation that an estimate is inflated is insufficient to survive summary judgment. The Plaintiffs have identified no demolition expert or other qualified person who will testify to the reasonableness or unreasonableness of the demolition estimates.
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> Because Plaintiffs have failed to assert sufficient facts and have failed to show any injury to them as result of GGG's submission of the demolition estimate, Plaintiffs' breach of contract claim regarding the demolition estimates fails.

The court also granted summary judgment in favor of GGG stating "Plaintiffs have failed to assert facts relevant to the [d]ebris removal claim." Finally, the trial court held "Plaintiffs offer no evidence that their failure to secure an ALE extension was causally related to GGG's failure to release the proceeds for personal property and landscaping." In regard to the Boyds' second count in the declaratory judgment action, the court found that there was no controversy and granted summary judgment in favor of GGG. The Boyds did not appeal this decision.

The third count of the Boyds' complaint was for restitution of the amount paid by the Boyds to GGG because the contract was "illusory." The court held that the contract "bound GGG to perform services in exchange for its commission. The contract, therefore, was supported by consideration." The court explained: "As the Boyds have offered no facts to support their contention that the contract with GGG was illusory, and Restitution

claim is only available on quasi contractual claim, Defendants are entitled to summary judgment on the Plaintiffs' restitution claim as matter of law."

On the fourth count of the complaint, a negligence claim, the court granted summary judgment in favor of GGG stating the "Plaintiffs have failed to assert sufficient facts to find the demolition estimate was overinflated and have failed to show any injury to them as result of GGG'S submission of the demolition estimate. Consequently, Plaintiffs' claim fails." The Boyds' fifth and final count was for fraud. The court granted summary judgment in favor of GGG:

> Plaintiffs assert no facts to support the bald claim of fraud. As stated above, Plaintiffs state no facts to show that Defendants intentionally misled them into believing the deck was covered, knowing the deck was not covered under Dwelling Extension. Viewing the facts in the light most favorable to Plaintiff, Plaintiffs only have shown facts to support claim that Defendant's prediction was wrong.

Appellants noted this appeal.

STANDARD OF REVIEW

Pursuant to Maryland Rule 2-501, a trial court may grant summary judgment when there is no genuine dispute of material fact, and a party is entitled to judgment as a matter of law. "Whether a circuit court's grant of summary judgment is proper in a particular case is a question of law, subject to a non-deferential review on appeal." *Tyler v. City of College Park*, 415 Md. 475, 498 (2010) (citations omitted). Thus, in assessing the propriety of the grant of summary judgment, we consider whether "the trial court's legal conclusions were

legally correct." *Messing v. Bank of Am., N.A.*, 373 Md. 672, 684 (2003) (citations omitted).

On review of the grant of summary judgment, this Court construes the factual record in the "light most favorable to the non-movants and construes any reasonable inferences which may be drawn from the facts against the movant." *Md. Cas. Co. v. Blackstone Int'l, Ltd.*, 442 Md. 685, 694 (2015). We do not endeavor to resolve factual disputes, but merely determine whether they exist and are sufficiently material to be tried. *Newell v. Runnels*, 407 Md. 578, 607 (2009).

DISCUSSION

I. The trial court committed harmless error in holding GGG did not owe the Boyds a duty to advise regarding the Extended Dwelling Coverage claim.

Appellants contend the circuit court erred in granting summary judgment in favor of GGG as to the Boyds' breach of contract and negligence claims pertaining to the deck and gazebo of their home. The Boyds argue that the court "mischaracterized how the Extended Dwelling claim came to fruition." We first address the breach of contract claim, and then turn to the claim of negligence.

a. Breach of Contract

The Boyds assert that GGG's Senior Vice President, Mr. Forrest, assured them that the Coverage A – Dwelling Extension policy would cover the damage to their deck and would provide proceeds to construct a new deck. The Boyds assert that they demolished their deck only after they were assured by Mr. Forrest that the cost to rebuild would be

recovered under the Coverage A – Dwelling Extension policy, as the cost to rebuild their home had already exceeded the policy limits of their Coverage A – Dwelling policy. Because Mr. Forrest was incorrect, GGG breached their duty to the Boyds. GGG responded by arguing they had no duty to advise the Boyds on what to do with their deck, and even if they did have a duty, the Boyds did not establish damages.

To maintain an action for breach, a claimant must demonstrate (a) a contractual obligation and (b) a material breach of that obligation. *Taylor v. NationsBank, N.A.*, 365 Md. 166, 175 (2001). As articulated by the circuit court, it is undisputed that GGG owed a contractual obligation to the Boyds. That obligation included a duty to use ordinary skill and care in performing under the contract. *See, e.g., Worthington Const. Corp. v. Moore*, 266 Md. 19, 22 (1972) ("an obligation to use ordinary skill and care in constructing house or performing other work is implied by law independent of any contract"). To determine whether a breach has occurred, we must examine the language of the contract and determine objectively what the parties agreed to. *Mathis v. Hargrove*, 166 Md. App. 286, 318–319 (2005). From the language of the agreement, we identify what a reasonable person in the position of the parties would have understood the contract to mean at the time the contract was entered into. *Id.* "When the language of the contract is plain and unambiguous, there is no room for construction as the courts will presume that the parties meant what they expressed." *Id.*

The plain language of the contract between the Boyds and GGG states: "The undersigned, hereinafter called "Assured", hereby engages and employs Goodman-Gable-Gould/Adjusters International, a Maryland Corporation, hereinafter called "Adjuster", to assist the Assured and to act in its behalf in the adjustment of all its claims against the insurance companies involved." The language is plain and unambiguous; GGG had a contractual duty to act on the Boyds' behalf to adjust the insurance claim arising from damage by the fire, including the administration of the claim for the deck. Mr. Boyd's sworn statement is that Mr. Forrest informed and repeatedly assured the Boyds that "the deck would be fully reimbursed by State Farm under Coverage A – Dwelling Extension."

The Boyds' breach of contract claim, however, fails because the Boyds have not established damages. The Boyds provided numerous lay witnesses to attest to the deck's pre-demolition condition, however, they did not retain an expert who could testify or produce evidence to attest to the cost of salvaging the deck or rebuilding it.

Generally, "one may recover only those damages that are affirmatively proved with reasonable certainty to have resulted as the natural and direct result of the injury." *Empire Realty Co., Inc. v. Fleisher*, 269 Md. 278, 284 (1973). If the property at issue has been destroyed, the measure of damages is its value at the time of the destruction. *Bastian v. Laffin*, 54 Md. App. 703, 714 (1983) (citations omitted). An owner of property is "presumed to have such a familiarity with [his property] as to qualify him to testify

concerning his estimate of its worth." *Pennsylvania Thresherman & Farmers' Mut. Cas. Ins. Co. v. Messenger*, 181 Md. 295, 302 (1943).

While the Boyds offered State Farm's estimated value of the deck, which was $112,344, they did not offer any other quantitative evidence. As explained by the trial court, "the question of damages is not only a question of value, but a question of the extent of damage to the deck by fire, salvageability of the deck, and diminution of value due to fire damage. This court cannot find that the owners are competent to testify about these matters."

Clearly, the Boyds could have recovered for damages "affirmatively proved with reasonable certainty to have resulted as the natural and direct result" of GGG's breach. To do so, the Boyds needed to provide evidence that GGG's failure to properly advise on whether the deck was covered under the Coverage A – Dwelling Extension policy resulted in damages, such as its pre-demolition value, post-fire status, and the cost difference between salvaging the charred deck and a complete rebuild. *Empire Realty Co., Inc.*, 269 Md. at 284. Based on the record, we agree with the trial court that there was insufficient proof of damages and affirm its grant of summary judgment.

b. Negligence

Appellants contend the court erred in granting summary judgment because Mr. Forrest "failed to familiarize himself with the meaning of Dwelling Extension Coverage so as to mistakenly conclude that the deck and gazebo of the Boyds' residence fell within said

coverage." The Boyds argue that under the Maryland Insurance Code, § 10-410(a)(4), GGG owed them a duty of care in performing services competently, and by incorrectly advising on the Dwelling Extension policy coverage, GGG violated the statute. The Boyds argue, GGG's violation of the statute established a prima facie case of negligence.

In its opinion, the circuit court held:

> No action for negligent misrepresentation may lie for statements that are predictive in nature, unless plaintiffs put forward evidence to show that Defendant made the statements with the present intention not to perform. *See Miller v. Fairchild Indus., Inc.*, 97 Md. App[.] 324, 346 (1993). Plaintiffs contend that Defendant misled them in its assertions that the deck which Plaintiffs have adamantly contended was Dwelling Extension would be covered as such. Plaintiffs state no facts to show that Defendants intentionally misled them into believing the deck was covered, knowing the deck was not covered under Dwelling Extension. In short, the Plaintiffs contend that Defendant's prediction was wrong. Having failed to show that Defendant knew the deck was not covered under Dwelling Extension, Plaintiffs' negligence claim with respect to the Dwelling Extension claim must fail.

We agree with the circuit court's grant of summary judgment, however, we affirm on different grounds. In *Dehn Motor Sales*, this Court explained that "the grant of summary judgment will be affirmed on a ground not relied upon by the circuit court if the alternative ground is one that the motions judge would have had no discretion to reject." *Dehn Motor Sales, LLC v. Schultz*, 212 Md. App. 374, 392 (2013). Conversely, "if the alternative ground is one as to which the trial court had discretion to deny summary judgment," such as a factual dispute that may ripen in subsequent discovery, "the appellate court will not consider it." *Lovelace v. Anderson*, 366 Md. 690, 696 (2001).

In this case, the basis for denying the Boyds' negligence claim is in law, leaving the trial court no discretion to deny summary judgment.

It is well-established in Maryland that a plaintiff must prove four elements to prevail on a claim of negligence: "1) the defendant owed the plaintiff a duty to conform to a certain standard of care; 2) the defendant breached this duty; 3) actual loss or damage to the plaintiff; and 4) the defendant's breach of the duty proximately caused the loss or damage." *Davis v. Frostburg Facility Operations, LLC*, 457 Md. 275, 293–94 (2018) (citation and emphasis omitted). In Maryland, claims for negligent performance of a contract fail "absent a duty or obligation imposed by law independent of that arising out of the contract itself[.]" *Jones v. Hyatt Ins. Agency, Inc.*, 356 Md. 639, 654–55 (1999). "A contractual obligation, by itself, does not create a tort duty. Instead, the duty giving rise to a tort action must have some independent basis." *Mesmer v. Maryland Auto. Ins. Fund*, 353 Md. 241, 253 (1999). The Boyds argue that the Maryland Insurance Code imposes an independent duty, and we agree. However, the MIA investigation concluded that GGG did not violate any Maryland insurance laws. Additionally, there were no factual allegations in the complaint that point to the conclusion that GGG violated Maryland insurance laws.

Aside from Maryland insurance law, the Boyds have not alleged that GGG owed any duty other than to perform its contract with them according to the contract's express and implied terms. Because the Boyds failed to allege facts showing that GGG owed them

a duty based on something outside of the contractual relationship, the trial court did not err in granting summary judgment in favor of GGG on the negligence claim.

II. The circuit court properly granted summary judgment in favor of GGG in regard to the Boyds' claim of restitution.

Next, Appellants challenge the court's grant of summary judgment in favor of GGG as to their claim for restitution of the six percent commission of $60,150.32 paid to GGG for the structural damage policy limits. Because State Farm had already committed to pay the policy limits before the Boyds entered into a contract with GGG, Appellants argue the court erred. The Boyds contend the contract was illusory and there was inadequate consideration for the portion of the contract pertaining to structural damage. They argue that they should not have to pay GGG the required fee in relation to the structural damage proceeds from State Farm.

To create a binding and enforceable contract, there must be consideration, which may be established by showing a benefit to the promisor or a detriment to the promisee. *Lillian C. Bentlinger, LLC v. Cleanwater Linganore, Inc.*, 456 Md. 272, 302 (2017). As explained in *Blumenthal v. Heron*, "[i]t is an elementary principle that the law will not enter into an inquiry as to the adequacy of the consideration. This rule is almost as old as the law itself. Therefore, anything which fulfills the requirement of consideration will support a promise whatever may be the comparative value of the consideration, and of the thing promised." 261 Md. 234, 243 (1971) (quoting *Williston on Contracts*, sec. 115). "A

contract is illusory when it does not actually bind or obligate the promisor to anything." *Cheek v. United Healthcare of Mid-Atl., Inc.*, 378 Md. 139, 148 (2003).

As explained by the trial court, "the contract in this case was one that bound GGG to perform services in exchange for its commission. The contract, therefore, was supported by consideration." The trial court found the Boyds offered no facts to support their contention that the contract with GGG was illusory, and that a claim for restitution is only available on a quasi-contractual claim, thus GGG was entitled to summary judgment on the Boyds' restitution claim as matter of law, and we agree. In construing the facts in the record in a light most favorable to the Boyds, we can identify no genuine disputes of material fact, and thus we hold that the circuit court did not err in granting summary judgment.

III. The court did not err in granting summary judgment in favor of GGG as to the Boyds' claim for reimbursement of $6,106.10 in commission paid to GGG.

The Boyds contend that the trial court erred in granting GGG's motion for summary judgment in regard to their claim for reimbursement of the $6,106.10 commission the Boyds paid to GGG based upon an "inflated" demolition estimate. They allege that Mr. Forrest conspired with First Choice to develop a demolition estimate that was purposefully inflated to increase the commission to GGG.

The trial court found the Boyds' assertion that the demolition estimate was inflated to be unsupported. The Boyds failed to identify a demolition expert or other qualified

person to testify to the unreasonableness of the First Choice demolition estimate filed by GGG with State Farm. To the contrary, Chris Cormode from Teton Development testified as follows:

> COUNSEL FOR GGG: The estimate that you gave for the demolition work that you did for $14,200, do you have an opinion as to whether that was a fair and reasonable amount for the job that you did?
>
> CHRIS CORMODE: I'm sure that we could have charged a lot more, but – but we had met the Boyds through a buddy of mine that I've been skiing with for 20-something years, and he wanted me to help them out.

As such, the trial court did not err when it held the Boyds "failed to assert sufficient facts and have failed to show any injury to them as a result of GGG's submission of the demolition estimate[,]" and thus, their breach of contract claim regarding the demolition estimates failed. Given there were no genuine disputes of material fact, the trial court was correct when it granted summary judgment in favor of GGG.

The Boyds also contend that the estimates for demolition were submitted to State Farm without their permission. The record reflects that the estimates were sent to State Farm and Appellants simultaneously and the Boyds acknowledge that they did not contest the estimates at the time they were submitted. They noted that they also did not have to return the excess monies paid to them for demolition that were not used for the demolition.

IV. The trial court did not err in granting summary judgment to GGG as to the Boyds' claim for four months of loss of use and the Option ID limits.

Because the Boyds did not rebuild their home, they were unable to make a claim under their policy for Option ID limits. The Boyds argue that they were unable to

commence construction due to GGG's "misrepresentations and delays." Appellants fail to direct the court to any facts in the record that support this contention. In their brief, Appellants argue GGG placed them in an "untenable situation – requiring them to rebuild a custom home, valued at $1,233,343.88, in only 9 months – a timeline that is not supported by competent custom builders in the area." As noted by the trial court, the Boyds failed to identify any expert to testify to these contentions, and without proof of the cost to rebuild, or whether they would have received the Option ID coverage to the policy limit, there is no basis for a fact-finder to realize the claimed damages of $189,151.60. As we explained above, generally, "one may recover only those damages that are affirmatively proved with reasonable certainty to have resulted as the natural, proximate and direct effect of the injury." *Empire Realty Co. Inc. v. Fleisher*, 269 Md. 278, 284 (1973). The Boyds lack any substantive evidence to support their claim of damages, much less evidence that the damages were a natural, proximate, and direct effect of GGG's conduct. Thus, the circuit court properly granted GGG's Motion for Summary Judgment.

V. The trial court did not abuse its discretion in denying the Boyds' Motion to Alter or Amend the Judgment.

Finally, Appellants contend the trial court abused its discretion in denying the Boyds' Motion to Alter or Amend the Judgment. The denial of a Motion to Alter or Amend a Judgment is reviewed by this Court for abuse of discretion. *See RCC Northeast LLC v. BAA Maryland Inc.*, 413 Md. 638, 673 (2010). "When a party requests that a court reconsider a ruling solely because of new arguments that the party could have raised before

the court ruled, the court has almost limitless discretion not to consider those argument." *Schlotzhauer v. Morton*, 224 Md. App. 72, 85–86 (2015), *aff'd*, 449 Md. 217 (2016); citing *Steinhoff v. Sommerfelt*, 144 Md. App. 463, 484 (2002). Generally, a Motion to Alter or Amend is only tenable "when a party makes a prompt and timely request that court reconsider ruling because of a development that the party could not have raised before the court ruled." *Id.* at 85.

Appellants' Motion to Alter or Amend the Judgment failed to provide any new evidence, new arguments, or new developments of law that could not have been raised before the court ruled. As such, the circuit court did not abuse its discretion in denying the motion.

For the foregoing reasons, we affirm the judgment of the circuit court.

JUDGMENT OF THE CIRCUIT COURT FOR MONTGOMERY COUNTY AFFIRMED. COSTS TO BE PAID BY APPELLANTS.