

MICHIGAN COURT OF APPEALS

Mills Siding and Roofing, LLC v. Margie Rosario and Angel Rosario

Mills Siding · No. 372914 · Decided June 22, 2026

SUMMARY

The Michigan Court of Appeals considered whether a roofing contract was a “home solicitation sale” under Michigan’s Home Solicitation Sales Act. The majority held that the buyer’s agreement was not “there given” because it was made weeks after the initial door-to-door solicitation, and therefore reversed the circuit court and reinstated the district court’s orders. Judge Korobkin dissented, concluding that the contract was subject to the Act because the buyer was solicited, presented with the contract, and signed it at home.

CASE DETAILS

|                       |                                                                                                                                                                                                                                                                                     |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COURT                 | Michigan Court of Appeals                                                                                                                                                                                                                                                           |
| WRITING FOR THE COURT | Thomas C. Cameron, P.J.; Mariam S. Bazzi, J.; Daniel S. Korobkin, J.                                                                                                                                                                                                                |
| JURISDICTION          | Michigan Court of Appeals                                                                                                                                                                                                                                                           |
| DECIDED               | June 22, 2026                                                                                                                                                                                                                                                                       |
| DOCKET                | 372914                                                                                                                                                                                                                                                                              |
| DISPOSITION           | reversed                                                                                                                                                                                                                                                                            |
| PROCEDURAL POSTURE    | Plaintiff appealed by leave granted from the Kalamazoo Circuit Court's reversal of a district court order denying defendants' motion for a directed verdict, which the circuit court treated as requiring dismissal under the Home Solicitation Sales Act.                          |
| STANDARD OF REVIEW    | The court reviewed the circuit court's review of the district court's decision de novo. It reviewed the district court's decision on involuntary dismissal de novo and its factual findings for clear error. Review was limited to the evidence available when the motion was made. |
| PRECEDENTIAL VALUE    | published                                                                                                                                                                                                                                                                           |
| PARTIES               | Mills Siding and Roofing, LLC v. Margie Rosario, Angel Rosario                                                                                                                                                                                                                      |

TOPICS

- consumer protection
- statutory interpretation
- appellate procedure
- standard of review
- construction law

## PRACTICE AREAS

consumer protection

construction law

contracts

appellate procedure

statutory interpretation

## QUESTIONS PRESENTED

1. Whether the transaction qualified as a home solicitation sale under the Michigan Home Solicitation Sales Act.
2. Whether the buyer's agreement was "there given" under MCL 445.111(a) when the initial solicitation occurred at the buyer's residence but the agreement was signed later.
3. Whether the circuit court properly reversed the district court's denial of defendants' motion for involuntary dismissal.

## HOLDINGS

1. A buyer's agreement is "there given" under MCL 445.111(a) only when the seller's solicitation and the buyer's agreement occur at the same time and at the buyer's residence. Because Margie Rosario signed the agreement at least two weeks after the initial door-knocker solicitation, the transaction was outside the Act's scope.
2. Because the transaction was not a home solicitation sale, the HSSA's three-business-day cancellation-notice requirement did not apply, and the absence of that notice did not render the contract unenforceable under the Act.
3. The circuit court erred by reversing the district court's denial of defendants' motion for involuntary dismissal; the circuit court's order was reversed and the district court's orders were reinstated.

## KEY QUOTATIONS

*"Binding precedent establishes that, in order for a buyer's agreement to be "there given" under the HSSA, it must occur at the same time and place as the solicitation of the sale." (-4-)*

*"We decline to establish a bright-line rule for determining how much time must elapse between the initial solicitation and a buyer's agreement for the agreement to be considered "there given" under the HSSA." (-6-)*

## FACTUAL BACKGROUND

After a hailstorm, a door knocker employed by Mills Siding went to the Rosarios' home and offered a free roof inspection. A sales associate inspected the roof, assisted with the insurance claim process, and later returned with a written roof-replacement agreement, which Margie Rosario signed at the home. Mills Siding replaced the roof, but after a shingle defect and dissatisfaction with workmanship, the defendants refused to make additional payments. The agreement lacked a Home Solicitation Sales Act cancellation notice.

## PROCEDURAL HISTORY

Mills Siding installed a roof on defendants' home and later sued when defendants refused to make additional payment. During a bench trial in district court, defendants moved for involuntary dismissal, arguing that the contract was unenforceable under the Home Solicitation Sales Act because it lacked the required three-business-

day cancellation notice. The district court denied the motion and ruled for plaintiff. The Kalamazoo Circuit Court reversed and remanded for dismissal, concluding that the Act applied. The Michigan Court of Appeals reversed the circuit court and reinstated the district court's orders.

## DISPOSITION

reversed

## REMAND INSTRUCTIONS

The circuit court's order was reversed, and the district court's orders were reinstated. No further remand instructions were provided to the circuit court.

## CASES CITED

- Noll v Ritzer, 317 Mich App 506, 510; 895 NW2d 192 (2016)
- Adair v Michigan, 497 Mich 89, 99 n 18; 860 NW2d 93 (2014)
- Samuel D Begola Servs, Inc v Wild Bros, 210 Mich App 636, 639; 534 NW2d 217 (1995)
- Gleason v Kincaid, 323 Mich App 308, 317-318; 917 NW2d 685 (2018)
- Patrick v US Tangible Investment Corp, 234 Mich App 541, 545-547; 595 NW2d 162 (1999)
- San Marino Iron, Inc v Haji, 341 Mich App 634, 639; 991 NW2d 828 (2022)
- Brown v Jacob, 183 Mich App 387, 391-395; 454 NW2d 226 (1990)
- Brown v Jacob, 439 Mich 865 (1991)
- Rouch World, LLC v Dep't of Civil Rights, 510 Mich 398, 410; 987 NW2d 501 (2022)
- Wilkinson v Lee, 463 Mich 388, 391
- Robertson v DaimlerChrysler Corp, 465 Mich 732, 748; 641 NW2d 567 (2002)
- Hudson v Dep't of Corrections, \_\_\_ Mich App \_\_\_, \_\_\_; \_\_\_ NW3d \_\_\_ (2025) (Docket No. 367902); slip op at 5
- DeFraen v State Farm Mut Auto Ins Co, 491 Mich 359, 369; 817 NW2d 504 (2012)
- Hawkins v Dep't of Corrections, 219 Mich App 523, 528-529; 557 NW2d 138 (1996)
- Burke v Yingling, 446 Pa Super 16, 21; 666 A2d 288 (1995)