

STATE OF MICHIGAN  
DEPARTMENT OF ATTORNEY GENERAL



DANA NESSEL  
ATTORNEY GENERAL

P.O. Box 30736  
LANSING, MICHIGAN 48909

January 25, 2021

Dan Fitzgerald and Guy Fitzgerald  
Team Fitzgerald, Inc.  
P.O. Box 126  
Tecumseh, MI 49286

Dear Messrs. Fitzgerald,

This letter serves as a notice of intended action in accordance with MCL 445.905(2), and to give you an opportunity to immediately cease and desist from engaging in the unlawful business practices described below. In addition to ceasing this conduct, you are also advised to correct any past misdeeds as soon as possible.

As background, this Office is responsible for enforcement of the Michigan Consumer Protection Act, MCL 445.901 *et seq.* We have received many complaints from your customers over the past year. Through letters to complainants from your counsel, you have demonstrated awareness of at least some of these issues. Further, the Better Business Bureau has shared numerous more complaints with us.

The various complaints consistently raise the following concerns:

- Consumers purchase items for sale via your website, which you fail to ship timely, if at all. Often you misrepresent that the item is in transit when you apparently have not shipped it yet.
- Consumers pay for guided hunts, often putting down hundreds or thousands of dollars, which you do not deliver in the agreed-upon form.
- Businesses enter into contracts for “sponsorships,” but after accepting payment Team Fitzgerald fails to satisfy some or all of its contractual obligations.
- Requests for refunds—for products, sponsorships, and guided hunts—are met with silence, subterfuge, or hostility. Often you prevent consumers from contacting you by blocking their email address, phone number, or social media accounts.

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- In at least one instance, you threatened a consumer with legal action for contacting this Office. That threat, communicated through an attorney, warned the consumer not to attempt to resolve the issue with Team Fitzgerald. But when the consumer complied by declining to speak with you, you made a misleading representation to this Office that you were trying to contact the consumer in good faith.

One does not need a law degree to understand the basic principle of a contract: Each party is entitled to the benefit of their bargain, and if one party does not deliver, the other party should be fairly compensated.

As explained above, this Office believes Team Fitzgerald is engaging in unfair trade practices that violate the following subsections of MCL 445.903(1):

(g) Advertising or representing goods or services with intent not to dispose of those goods or services as advertised or represented.

(h) Advertising goods or services with intent not to supply reasonably expectable public demand, unless the advertisement discloses a limitation of quantity in immediate conjunction with the advertised goods or services.

(n) Causing a probability of confusion or of misunderstanding as to the legal rights, obligations, or remedies of a party to a transaction.

(q) Representing or implying that the subject of a consumer transaction will be provided promptly, or at a specified time, or within a reasonable time, if the merchant knows or has reason to know it will not be so provided.

(s) Failing to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer.

(t) Entering into a consumer transaction in which the consumer waives or purports to waive a right, benefit, or immunity provided by law, unless the waiver is clearly stated and the consumer has specifically consented to it.

(u) Failing, in a consumer transaction that is rescinded, canceled, or otherwise terminated in accordance with the terms of an agreement, advertisement, representation, or provision of law, to promptly restore to the person or persons entitled to it a deposit, down payment, or other payment, or in the case of property traded in but not available, the greater of the agreed value or the fair market value of the

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property, or to cancel within a specified time or an otherwise reasonable time an acquired security interest.

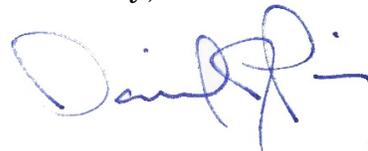
(y) Gross discrepancies between the oral representations of the seller and the written agreement covering the same transaction or failure of the other party to the transaction to provide the promised benefits.

The sheer volume of complaints, coupled with the above-described demonstrated attempt to frustrate consumers' rights to a refund, prompted us to advise you of our concerns and intentions at this time. Pending your response to this letter, we intend to initiate a formal investigation under MCL 445.907 to further examine your business practices. We are also communicating to you the intention to file a lawsuit at a later date in accordance with both MCL 445.905 and MCL 445.910. As appropriate, such lawsuit may also include tort and breach of contract claims asserted through exercise of the Attorney General's *parens patriae* authority.

We are hopeful that a lawsuit can be avoided through agreement on an assurance of voluntary compliance. Any agreement will require Team Fitzgerald to address all of the above concerns, including a mechanism to ensure appropriate reimbursements are made to all customers affected by the identified unfair trade practices.

We are available to meet with you by telephone or video conference regarding this matter and look forward to your response.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel J. Ping". The signature is stylized and cursive.

Daniel J. Ping  
Assistant Attorney General  
Corporate Oversight Division  
(517) 335-7632