

STATE OF MICHIGAN
IN THE 9TH JUDICIAL CIRCUIT COURT FOR THE COURT OF KALAMAZOO

DANA NESSEL, ATTORNEY GENERAL
OF THE STATE OF MICHIGAN, *ex rel* The
People of the State of Michigan,

Case No. 23- 0543 -CP

Plaintiff,

HON. Curtis J. Bell

v

**COMPLAINT TO DISSOLVE
LIMITED LIABILITY
COMPANY AND FOR
INJUNCTIVE RELIEF**

ROMAN CHOUMELISKI and 24/7 AD
CLEANING, LLC d/b/a AMERICAN AIR
MAVERICKS,

Defendants.

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*There is no pending or resolved civil action arising out of the
same transaction or occurrence as alleged in the complaint.*

**COMPLAINT TO DISSOLVE LIMITED LIABILITY COMPANY AND FOR
INJUNCTIVE RELIEF**

Plaintiff, Dana Nessel, Attorney General of The State of Michigan, *ex rel* the
People of the State of Michigan, through Assistant Attorney General Darrin F.
Fowler, states the following for her complaint for Injunctive Relief:

I. Parties and Venue

1. The Plaintiff in this lawsuit is Attorney General Dana Nessel. She is a constitutional officer charged with enforcing the laws of the State of Michigan. In this capacity, the Attorney General has authority to bring an action to dissolve a limited liability company that has been organized through fraud, or that repeatedly and willfully conducts its business in an unlawful manner. See MCL 450.4803(1). The Attorney General is also authorized to enforce the Michigan Consumer Protection Act (MCPA), MCL 445.901 *et seq.* To this end, she may commence actions for injunctive relief, and for the imposition of civil fines upon those who persistently and knowingly violate the MCPA. See MCL 445.905(1).

2. Defendant 24/7 Ad Cleaning, LLC is a limited liability company that was formed through a filing with the Michigan Department of Licensing and Regulatory Affairs (LARA.) According to LARA records, this company does business under the alias “American Air Mavericks,” which is how it shall be referenced in this Complaint.

3. Defendant Roman Choumeliski is a Florida resident, and he is the sole member of American Air Mavericks. According to the LARA website, Defendant Choumeliski is the resident agent for American Air Mavericks.

4. According to the documentation maintained by LARA, the resident agent address for American Air Mavericks is 747 Academy Street, Apartment 2, in Kalamazoo, Michigan. This fact makes this Court the appropriate venue for an action to dissolve this limited liability company. See MCL 450.4803(1). The

establishment of American Air Mavericks at this address also makes this Court the appropriate venue for claims brought pursuant to the MCPA. See MCL 445.905(1).

II. Factual Allegations

5. In creating Defendant American Air Mavericks, Defendant Choumeliski identified 747 Academy Street, Apartment 2, in Kalamazoo, Michigan as the resident agent address. For ease of reference, this address shall be referred to in this Complaint as “the Academy Street address.”

6. The Academy Street address is located within an apartment building that is managed by Kalamazoo Property Management. Kalamazoo Property Management uses the Academy Street Apartment 2 address as an Airbnb rental. Upon information and belief, Defendant Choumeliski rented the Academy Street address through Airbnb for the dates December 12, 2022 through December 15, 2022.

7. On, or about, December 12, 2022, Defendant Choumeliski submitted Articles of Organization to LARA identifying the Academy Street address as the resident agent office address for Defendant American Air Mavericks. This was done in Article IV of that filing, which is attached as **Exhibit 1**. Defendant Choumeliski applied his electronic signature at the bottom of those Articles of Organization, just below a statement explaining that the signatory was attesting to the truthfulness of the information supplied in the document.

8. Upon information and belief, Defendant Choumeliski willfully submitted the Articles of Organization containing a false address as the office for

Defendant American Air Mavericks. Because an address that was nothing more than a short-term Airbnb rental was used in a filing with LARA to procure the organization of the limited liability company calling itself American Air Mavericks, that organization was procured by fraud. Upon information and belief, Defendant Choumeliski perpetrated this fraud.

9. Defendant American Air Mavericks has repeatedly and willfully conducted its business in an unlawful manner. Specifically, Defendant American Air Mavericks has repeatedly and willfully engaged in the following unfair and deceptive trade practices that are made unlawful by the MCPA:

(b) Using deceptive representations or deceptive designations of geographic origin in connection with goods or services.

(i) Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions.

(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.

[MCL 445.903(1).]

10. The pattern of misconduct by Defendant American Air Mavericks is illustrated through consumer complaints and reviews that have been submitted to the Better Business Bureau (BBB) of Western Michigan. Redacted versions of these complaints and reviews are included as **Exhibit 2**.

11. On its website, Defendant American Air Mavericks tells consumers it is located at the Academy Street address, which appears at two different locations

on the website.¹ The use of the address in this way is a deceptive designation of the geographic source of the services offered by Defendant American Air Mavericks.

Defendants Choumeliski and American Air Mavericks have willfully advanced this deceptive designation, and its maintenance on the website over the course of several months has caused it to be repeated to many consumers.

12. Defendant American Air Mavericks has engaged in a marketing campaign using neighborhood groups and pop-up ads on social media platforms like Meta. These efforts have themselves been deceptive, often suggesting to consumers that someone in their neighborhood was already using the company. For example, Hunter C. of Halifax, Pennsylvania responded to a post trying to encourage more neighbors to sign up for a group discount. A screen shot of this solicitation is included as **Exhibit 3** to this Complaint.

13. Many other consumers were quoted discounted prices that did not really exist. Upon someone showing up at their homes, consumers were told they needed additional services at much higher cost. For example,

- Stacey P. of Charlotte, North Carolina was provided with a written quote for \$269 but was instead charged \$607 twice for the service. Stacey reached out to American Air Mavericks via phone, text, and Facebook messenger but did not receive a response.
- Sharon H. of Pontchatoula, Louisiana was quoted \$199 for an air duct cleaning and an air conditioning check. When American Air Mavericks

¹ See <https://aamavericks.com/>

staff arrived, they told Sharon that her attic had black mold and that she would need to pay an additional \$600 to abate the mold problem. Sharon decided to check with another company, which did not find mold.

- Tricia M. of Albany, Georgia was quoted \$199 for special duct cleaning. Within fifteen minutes of arrival, American Air Mavericks staff told Tricia that she had black mold, she would need to pay an additional \$2,500 to abate the mold problem, they would only take cash, and she needed to decide to do this quickly because they were only in the area that day. Tricia called a local company who told her that identifying black mold requires testing and that black mold abatement is performed by specialty companies.

The quoting of discounted prices that did not really exist has thus been a persistent and knowing business practice by Defendant American Air Mavericks.

14. Many consumers who have actually paid Defendant American Air Mavericks have found that the services actually provided did not meet the oral representations upon which they agreed to service, and so they did not get the benefits they had been promised. For example,

- Hunter C. of Halifax, Pennsylvania hired American Air Mavericks to clean his chimney. After American Air Mavericks completed the service, Hunter started his wood stove and his house immediately

filled with smoke. When Hunter removed a pipe, he found significant build-up that had not been removed.

- Anne B. of Carroll, Ohio hired American Air Mavericks to install a black light in her HVAC system. American Air Mavericks installed the black light incorrectly, which caused electrical sparks, the melting of a wire nut, and the unit to stop working. American Air Mavericks did not respond to Anne's request for reimbursement for the damages or her request to have the blacklight rewired.
- Michelle A. of Georgia purchased a blacklight system package for nearly \$3,000 in October 2022, which included cleaning at no charge as part of the package. When American Air Mavericks arrived for a follow up in May 2023, staff told Michelle that American Air Mavericks had not installed her system and asked her to pay \$500 for the cleaning service. After Michelle proved that American Air Mavericks had installed her HVAC system, American Air Mavericks staff still demanded that she pay \$249 for the cleaning and refused to leave until it was paid.

The failure to live up to oral representations, and to not deliver the promised benefits, have thus been knowing and repeated practices by Defendant American Air Mavericks.

15. Upon information and belief, Defendant Choumeliski created Defendant American Air Mavericks as an instrument for carrying out the unfair

trade practices described above. He has knowingly and repeatedly engaged in these same unfair trade practices and should be held to account for them personally.

III. Causes of action

COUNT I – DISSOLUTION OF LIMITED LIABILITY COMPANY

16. The Attorney General incorporates by reference the above allegations as though more fully set forth here.

17. Defendants have jointly and severally violated MCL 450.4803(1)(a) and (c). Dissolution of Defendant American Air Mavericks is both warranted, and in the public interest.

COUNT II – MCPA VIOLATIONS

18. The Attorney General incorporates by reference the above allegations as though more fully set forth here.

19. Defendants have jointly and severally violated MCL 445.903(1)(b), (i), and/or (y). These violations have been knowing and repeated.

IV. Conclusion and relief sought

Defendants Choumeliski and American Air Mavericks have violated both the Limited Liability Act and MCPA through the misconduct described in this Complaint. For the reasons set forth above, the Attorney General respectfully requests that this Honorable Court grant the following relief:

- a. An immediate dissolution of American Air Mavericks;

- b. An injunction prohibiting Roman Choumeliski from establishing any other limited liability company, corporation, or other legal entity in the State of Michigan;
- c. An injunction against Defendants' use of the Academy Street address;
- d. An order imposing MCPA civil fines totaling \$75,000 against Defendants, jointly and severally;
- e. Require Defendants to pay the Attorney General's costs associated with this litigation; and
- f. Any other relief this Court deems just and proper.

Respectfully submitted,



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