

STATE OF MICHIGAN
IN THE 6th JUDICIAL CIRCUIT COURT FOR THE COUNTY OF OAKLAND

DANA NESSEL, ATTORNEY GENERAL
OF THE STATE OF MICHIGAN, EX REL
THE PEOPLE OF THE STATE OF
MICHIGAN,

2023-204583-CP

JUDGE NANCI J. GRANT

Case No. 23-

-CP

Plaintiff,

HON:

v

This case has been designated as an
eFiling case, for more information please
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JOHN CHURCH AND MICHELE
CHURCH, METRO MOW 'N SNOW, LLC,
THE SNOW GUYS, INC, and JOHN
CHURCH'S SNOW SERVICE, INC

Defendants.

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A civil action (entering an Assurance of Voluntary Compliance) between these parties arising out of the same transaction or occurrence as alleged in the Complaint has been previously filed in Ingham County Circuit Court. The action is no longer pending. The docket number and judge assigned to the action are: 2018-177-CP and Judge Rosemarie Aquilina.

ATTORNEY GENERAL'S CLASS ACTION COMPLAINT

I. Parties and Venue

1. Attorney General Dana Nessel brings this civil action on behalf of the People of the State of Michigan and on behalf of classes of consumers residing, or injured, in the State of Michigan as described below. The Attorney General is authorized to bring this action under MCL 445.905 and MCL 445.910. The Attorney General may obtain injunctive relief, actual damages, and other appropriate relief under the Michigan Consumer Protection Act (MCPA), MCL 445.901 *et seq.* The Attorney General may bring a *parens patriae* action to pursue tort and individual claims to advance State interests while vindicating consumer rights.

2. John Church and Michele Church (the “Churches”) are residents of Michigan. John Church sometimes uses the alias “Jack Flack.” Together, they own and operate numerous business entities purporting to provide landscaping, lawn care, and snow removal services in Wayne, Oakland, and surrounding counties. The entities owned and operated by the Churches that are incorporated and registered in Michigan include, to the Attorney General’s knowledge, Metro Mow ‘N Snow, LLC.; The Snow Guys, Inc.; and John Church’s Snow Service, Inc. John Church, Michele Church, and the incorporated entities named above are collectively hereinafter referred to as (the “Church Defendants”). The Churches have also been operating different entities that have not been incorporated or registered in this State. To the Attorney General’s knowledge, these unincorporated entities include Farmington Mow N Snow, Snow Guy Enterprises, Titan Seasonal Services, Friendly Neighborhood Lawn Service, Friendly Lawn Care, Friendly Lawn & Snow,

Lawn & Snow King, Greenkeepers Lawn & Landscape, North Star, BlueJay Outdoor Services, Mike's Best (collectively the "Church Aliases"). The Churches have been operating under numerous entities and aliases for at least twenty years.

3. Metro Mow 'N Snow, LLC, ("MMS") is a Church Defendant incorporated in the state of Michigan. MMS was incorporated in July of 2020. The Better Business Bureau began receiving complaints about MMS in April of 2022.

4. The Snow Guys, Inc. is a Church Defendant. It was incorporated in Michigan as John Church's Snow Service, Inc. in November of 1999. The name was changed to The Snow Guys, Inc. in November of 2001. The corporation was dissolved in July of 2002. The Church Defendants sometimes used the alias "Snow Guys Enterprises, Inc." for The Snow Guys, Inc. Michele Church was the registered agent for The Snow Guys, Inc. and its successor entities.

5. Farmington Mow'n Snow is a Church Alias. It has never been formally incorporated in Michigan.

6. Greenkeepers Lawn & Landscape is a Church Alias. It has never been formally incorporated in Michigan. The BBB has identified that Greenkeepers Lawn & Landscape operates under at least three alternate names: Bluejay Outdoor Services, Lawn & Snow King, and Neighborhood Lawn Service, LLC. The BBB first opened a file on Greenkeepers Lawn & Landscape in 2000. The BBB was still receiving complaints about Greenkeepers Lawn & Landscape in 2023.

7. Friendly Neighborhood Lawn Service is a Church Alias. The Church Defendants sometimes used the variations on the name such as "Friendly Lawn

Care” or “Friendly Neighborhood Lawn & Snow Service.” Friendly Neighborhood Lawn Service has never been formally incorporated in Michigan. The BBB first opened a file on Friendly Neighborhood Lawn Service in 2014.

8. Northstar Snow Removal is a Church Defendant. It was incorporated in 2001 and dissolved in 2004.

9. Mike’s Best Snowplowing Co. is a Church Defendant. It was incorporated in 2003 and dissolved in 2012.

10. Metrobest is a Church Alias. It has never been formally incorporated in Michigan. The Attorney General began receiving complaints about Metrobest in 2020.

11. Titan Seasonal Services is a Church Alias. It has never been formally incorporated in Michigan. The Attorney General has received complaints about Titan Seasonal Services as recently as 2023.

12. On information and belief, the Church Defendants operate other aliases and Church Defendants currently unknown to the Department of Attorney General.

13. The Church Defendants and Church Aliases reside in and operate from Oakland County. Thus, this Court is an appropriate venue for this lawsuit.

II. Background

14. The Churches and Church Defendants have offered residential snow removal, lawn care, and landscaping services in the Detroit area for over two decades.

15. The Churches commonly advertised whichever of their entities they were currently operating by distributing flyers to residential neighborhoods.

16. The flyers would offer steep discounts or advertise low prices to entice potential customers to contact the Church Defendants.

17. When potential customers contacted a Church entity or Church Alias, the Churches would schedule an in-person consultation, often with John Church.

18. John Church would often pressure the prospective customer with a high-pressure pitch—pay for a season’s lawn care or snow removal up front with cash or check and get a large discount.

19. In some instances, John Church offered to mow, trim, and edge a customer’s yard weekly for as low as \$24 per week. [REDACTED] Affidavit, Attachment A, **Exhibit 1.**) While John Church focused on sales, Michele took care of administrative and operational duties. Michele has functioned as the registered agent for at least one formally organized Church entity, corresponded with customers, responded to consumer complaints, and occasionally performed lawn care services herself. (Church Complaint Response, **Exhibit 2.**)

20. Michele Church also claimed to be an owner of a number of the Church Aliases including Titan Seasonal Services, Greenkeepers Landscaping, Metrobest, and Friendly Lawn Care. On top of performing administrative duties for many of the Church Aliases, Michele has, among other things, set service routes for contractors, confirmed whether services were rendered to customers, determined cancellation fee amounts, helped determine whether a single snow removal will

constitute more than a single charged service, and even shoveled walks for customers. (Michele Church Deposition, Jan. 10, 2018, **Exhibit 3**.)

21. The Church Defendants could not profitably perform the snow removal or lawn care services they promised for the rock-bottom fees that they charged. Rather than make money from honest commerce, they profited by taking customers' money up front then either disappearing entirely or only partially completing the promised services.

22. Customers frequently demanded refunds for work that was either incomplete or unsatisfactory. The Churches invariably promised refunds to placate their aggrieved customers but then regularly stopped responding to customers' attempts to actually collect the promised refunds.

23. The Churches would periodically operate under a new alias or new Church Defendant to avoid any consequences for their flagrant and repeated abuse of their customers.

24. In a further attempt to hide their unlawful business practices, the Church Defendants included an unlawful non-disparagement clause in at least one standard form contract.

25. Records show the Attorney General began receiving complaints about Church entities as early as 2010. Between 2010 and 2014, consumers sent at least 56 complaints regarding the Defendants to the Attorney General.

26. The complaints generally alleged certain unlawful practices on the part of the Defendants. Consumers commonly complained that the Defendants took

upfront fees for snow removal or lawn care services and either never started the work or never completed the work. Other complaints alleged that the Defendants offered refunds for poor work but never paid the refunds.

27. As is standard practice for consumer complaints, the Attorney General attempted to mediate the complaints. The Attorney General's efforts to mediate complaints between injured consumers and the Churches and Church Defendants were unsuccessful in convincing the Churches and Church Defendants to operate in an honest and lawful manner.

28. Eventually, as it became clear that the Defendants were not going to willingly change their unlawful business practices, the Attorney General opened a formal investigation into the Defendants' alleged violations of the MCPA in 2017.

29. Later that year, the Attorney General sought permission from the Oakland County Circuit Court to serve the Defendants with subpoenas, pursuant to MCL 445.907. (Petition for Subpoena, **Exhibit 4**.)

30. Through the investigation, the Attorney General found further evidence that the Defendants predicated their business model on violating the MCPA.

31. The Church Defendants and the Attorney General began negotiations in late 2017. Eventually, the parties signed an Assurance of Voluntary Compliance ("AVC") on September 15, 2018. The Defendants committed to cease any unfair or deceptive business practices in the State of Michigan, provide the Attorney General 30 days written notice before using any new name for landscaping or snow removal

services, pay the Attorney General \$15,000 to compensate any affected customers and compensate the Attorney General for investigative and administrative costs. (Church Assurance of Voluntary Compliance, **Exhibit 5.**)

32. Despite their promises in the AVC, the Church Defendants resumed abusing their customers and violating the MCPA almost immediately.

33. The Attorney General began receiving complaints from consumers regarding the Defendants and their business practices in March of 2019. The Attorney General sent the Defendants a letter on May 1, 2019, informing the Defendants about the latest consumer complaints and reminding the Defendants of their obligations under the AVC. (Attorney General's Letter to Churches May 1, 2019, **Exhibit 6.**)

34. Despite the AVC and the Attorney General's letter, the Defendants continued their dishonest practices. The Attorney General continued to receive complaints from consumers alleging that the Defendants violated the MCPA.

35. The Attorney General sent the Defendants subsequent letters on January 31, 2020, and February 17, 2021, to address the ever-increasing number of consumer complaints. (Attorney General's Subsequent Letters to Churches, **Exhibits 7,8.**)

36. As time passed and more abused consumers submitted complaints to the Attorney General's office, it became clear that the Defendants had no intention of complying with either the AVC or the MCPA.

III. Continued Violations

New Church Entities

37. Section 5.1 of the AVC requires the Church Defendants to notify the Corporate Oversight Division of the Michigan Department of Attorney General thirty days prior to using any new assumed name or business name for any snow removal, lawn care, or landscaping services. The Church Defendants signed the AVC in September of 2018.

38. Metrobest offers snow removal, lawn care, and landscaping services.

39. The Church Defendants did not provide COD notice of their intent to organize and operate as Metrobest.

40. There may be other Church entities that the Churches created or organized after signing the AVC of which they did not notify the COD.

Barbara [REDACTED]

41. Barbara [REDACTED] is a resident of Livonia, Michigan. She learned of MMS through a flyer she found in her mailbox in Summer 2022. ([REDACTED] Affidavit, **Exhibit 9**.)

42. [REDACTED] contacted MMS in response to the flyer. On August 10, 2022, John Church came to [REDACTED]'s house to discuss potential landscaping projects for her personal residence.

43. [REDACTED] signed a contract with John Church, in which MMS agreed to cut down two oak trees, remove the stumps, and rehabilitate the affected area

around her personal residential property. [REDACTED] agreed to pay John Church a total of \$3,270 for the work and paid a deposit of \$1,100 that day.

44. John Church returned to remove the trees on August 15. After removing the oak trees, John Church offered to sell [REDACTED] two cherry trees for an additional \$3,286. [REDACTED] paid the additional sum by check that day. John Church told [REDACTED] that he would return the next day to finish the job.

45. John Church did not show up the next day.

46. No one showed up to complete the work until September 16 when, after repeated calls by [REDACTED] a work crew appeared and ground the oak tree stumps.

47. As of the filing of this complaint, no one ever delivered the cherry trees, replaced the soil, or replanted any of the plants that John Church dug up to cut down the oak trees.

48. As of the filing of this complaint, Defendants have not refunded Millard any money that she paid for incomplete work.

Debi [REDACTED]

49. Debi [REDACTED] is a resident of West Bloomfield, Michigan. [REDACTED] learned of MMS through advertisements on road signs around West Bloomfield. ([REDACTED] Affidavit, **Exhibit 10**.)

50. [REDACTED] initially used MMS for snow removal at her personal residence. MMS performed satisfactory snow removal services, so [REDACTED] signed a contract for weekly lawn mowing services at her personal residence in March of 2022

51. ██████ paid \$648 up front for the service.

52. ██████ expected the service to start in April, as the contract was for twenty-seven weeks of weekly lawn care for the spring and summer seasons.

However, MMS did not cut her lawn at all in April.

53. ██████ began contacting MMS about their non-performance on May 9, 2022. (**Exhibit 10.**) Michele Church promised ██████ that she would personally cut ██████'s lawn the next day. However, MMS did not cut ██████'s lawn until May 22, 2022, after ██████ had been requesting cuts for nearly three weeks. MMS did not edge or trim ██████'s yard on that service date. (**Exhibit 10.**)

54. MMS did not show up to ██████'s house the next week.

55. ██████ attempted to communicate with MMS at least one more time on May 31, 2022, to determine whether MMS intended to satisfy their contractual obligations. Her attempts to communicate ignored by MMS, ██████ emailed MMS on June 3, 2022, to request a refund. (**Exhibit 10.**)

56. Despite being paid for care for ██████'s lawn weekly for twenty-seven weeks, MMS only cut ██████'s lawn twice during the entire 2022 season. Rather than complete the work that ██████ paid for, MMS ceased responding to her attempts to communicate and has not returned the remainder of ██████'s prepayment.

Eric [REDACTED]

57. Eric [REDACTED] is a resident of West Bloomfield, Michigan. [REDACTED] learned about MMS through a flyer he received in the fall of 2021 at his residence. [REDACTED] Affidavit, **Exhibit 11.**)

58. [REDACTED] used MMS for fall yard cleaning at his personal residence. MMS performed that job to [REDACTED]'s satisfaction. [REDACTED] then contracted with MMS in the spring of 2022 for a half season of yard maintenance services, including mowing, weed trimming, and edging at his personal residence.

[REDACTED] paid MMS \$486 up front.

59. MMS did not properly perform the first scheduled weekly lawn care. [REDACTED] requested that someone from MMS recut his yard. A few days later, someone from MMS matching Michele Church's physical description came to [REDACTED]'s residence to complete the job.

60. MMS returned to perform yard maintenance one week later. MMS did not edge, trim, or clean [REDACTED]'s yard. MMS also damaged at least one fixture with their lawnmower. This time, [REDACTED] could not get in contact with anyone at MMS to correct the deficiencies.

61. [REDACTED] waited two and a half weeks for MMS to return for the regularly scheduled yard maintenance. [REDACTED] attempted to contact MMS about the delay but received no response. (**Exhibit 11.**) Finally, [REDACTED] requested a refund of the portion of his advance payment that had not been applied to the two cuts performed by MMS. (**Exhibit 11.**) MMS confirmed that it would issue a refund.

62. [REDACTED] never received a refund.

Joanne [REDACTED]

63. Joanne [REDACTED] is a resident of Novi, Michigan. [REDACTED] learned of MMS through a flyer she received in the spring of 2022 at her residence. ([REDACTED] Affidavit, **Exhibit 12.**)

64. [REDACTED] contacted MMS and spoke with John Church. John Church offered a discount on weekly lawn care services at her personal residence if she paid him in advance via check.

65. Although she was uncomfortable paying by check rather than credit card, [REDACTED] agreed to pay \$864 for weekly mowing, trimming, and edging. (**Exhibit 12.**)

66. John Church told [REDACTED] that MMS would begin performing yard care in mid-April. MMS did not perform any services until May 8, 2022.

67. MMS never performed any services for [REDACTED] after the May 8, 2022, cut.

68. [REDACTED] requested a refund on May 20, 2022. MMS responded on May 31, 2022, confirming that they would issue [REDACTED] a refund. (**Exhibit 12.**)

69. MMS never issued the refund.

70. [REDACTED] filed suit against MMS in small claims court for the remainder of her prepayment and won a default judgment. However, she was never able to enforce the judgment. [REDACTED] even spoke to John Church on the phone twice in September. Both times, John Church assured her that he would issue a refund.

71. ██████ never received a refund.

Theresa ██████

72. Theresa ██████ is a resident of Northville, Michigan. ██████ learned about MMS through a flyer she found in her residential mailbox in the spring of 2022. (██████ Affidavit, **Exhibit 13**.)

73. ██████ contacted MMS and spoke with John Church about a large landscaping project she wanted performed at her personal residence. John Church quoted \$13,021 for the project and demanded ██████ pay half in advance. (██████ Work Order, **Exhibit 14**.)

74. John Church performed part of the project involving vegetation removal promptly. John Church did not return to finish the project until three weeks later. ██████ had to call him repeatedly to compel him to return and finish the project.

75. One part of the remaining work was for MMS to plant arborvitae trees. The MMS crew planted the trees too close to ██████'s house, creating the risk of roof and foundation damage. The MMS crew did not properly plant the trees and the trees all fell over. ██████ had MMS replant the trees, but MMS again did not plant the trees properly. Again, the trees fell over, but this time they died.

76. John Church promised ██████ that he would replace the trees, but he has not done so.

77. The MMS crew cut into [REDACTED]'s irrigation system in five places while planting vegetation on her property. [REDACTED]'s family had to perform the necessary repairs to prevent further damage.

78. John Church promised to compensate [REDACTED] for the damage to her irrigation system. [REDACTED] has never received any compensation from John Church.

79. [REDACTED] gave MMS a second chance, and verbally agreed to an additional project—the installation of a rock bed at the rear of her residence. Church requested, and she paid, \$5358 in advance for the additional work.

80. Again, MMS's work was unsatisfactory. Although John Church offered to redo the work, [REDACTED] requested a partial refund so that she could pay someone else to properly complete the work.

81. Church has not responded to any of [REDACTED]'s subsequent attempts to communicate with him.

Tom [REDACTED]

82. Tom [REDACTED] is a resident of Canton Township, Michigan. A friend referred him to MMS in the spring of 2022. [REDACTED] met with an individual who introduced himself as "Jack Flack," and claimed to be the owner of MMS. Jack Flack is an alias of John Church. (**Exhibit 1**)

83. On March 19, 2022, [REDACTED] signed a contract for weekly lawn services, including cutting, trimming, and edging for his personal residence with MMS. [REDACTED] paid \$648 in advance. (**Exhibit 1**)

84. MMS was supposed to start servicing ██████'s yard in April. MMS did not show up until May.

85. MMS did not show up again until June.

86. After the June cut, MMS did not show up again until July.

87. ██████ cancelled the service in July and requested a refund. John Church, still using his Jack Flack alias, promised to issue a refund. (**Exhibit 1.**)

88. John Church/Jack Flack ignored ██████'s attempts to obtain a refund until ██████ threatened a lawsuit in December 2022. (**Exhibit 1.**)

Snow Removal

89. The Church Defendants, who also provide snow removal services, conduct their snow removals in a similar fashion to their landscaping services. One consumer has complained to the Attorney General that the Church Defendants advertised cheap snow removal, had the consumer pay before the service began, then never performed the snow removal. The consumer attempted to contact the Church Defendants to obtain a refund, but the Defendants did not answer. The Defendants never performed the service or issued a refund of the consumer's advance payment.

Unlawful Contract Terms

90. MMS uses a form contract (the "Contract"), titled "2022 Lawn Services Agreement," for its retail lawn care services in the 2022 spring and summer seasons. (MMS Contract, **Exhibit 15.**) All six named consumers in this complaint signed the Contract.

91. The Contract displayed MMS's logo, address, email address, and phone number in the top left corner. The contract contained blank fields near the top of the page for the customer's name, address, phone number, and email address.

92. Below the blank fields, the Contract had a solid block of text nearly sixteen lines long. This text contained the adhesive terms of the contract. The terms were not numbered. They were not separated by paragraphs. They were not identified in any way.

93. Nestled inside the wall of text, the Contract contained a non-disparagement clause. The clause reads: "Client shall take no action which is intended, or would reasonably be expected, to harm Metro Mow'n Snow and or its reputation." (**Exhibit 15**).

94. In some instances, for projects beyond basic lawn care, MMS used a different version of the Contract that was labelled "Estimate/Work Order." (**Exhibit 14**.) The work order version of the Contract contained the exact same non-disparagement clause as the standard version of the Contract.

95. If customers published honest and accurate reviews of their experiences with MMS, it would have the likely effect of harming MMS and its reputation.

96. The Consumer Review Fairness Act, 15 USC 45b *et seq.*, ("CRFA") gives consumers a right to post and publish reviews of their experiences with retail goods and services. The CRFA voids *ab initio* any clauses in form contracts that

restrict the consumer from posting or publishing reviews of contracted for goods or services. 15 USC 45b(b)(1).

97. The Contract does not inform consumers that the CRFA protects their rights to post and publish reviews.

98. Filing complaints with the Department of Attorney General concerning the Churches or MMS would reasonably be expected to harm MMS and its reputation. Consumers have a right to file complaints with the Department of Attorney General.

COUNT I – BREACH OF CONTRACT

99. The Attorney General Incorporates paragraphs 1 through 98 as though fully alleged here.

100. The Churches, Church Defendants, and Church Aliases are in breach of AVC sections 5.1 and 5.2. The various breaches have caused actual damages to the consumers identified throughout this complaint, as well as to all similarly situated Church entity customers. The ongoing breaches of sections 5.1 and 5.2 pose a risk of future harm to additional customers.

COUNT II - MCPA § 3(1)(A)

101. The Attorney General Incorporates paragraphs 1 through 100 as though fully alleged here.

102. MCPA § 3(1)(a) defines unfair trade practices to include:

(a) Causing a probability of confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services.
[MCL 445.903(1)(a).]

103. The Defendants, through their varied aliases and entities, are causing a probability of confusion as to the source of services being provided.

COUNT III – MCPA § 3(1)(N)

104. The Attorney General Incorporates paragraphs 1 through 103 as though fully alleged here.

105. MCPA § 3(1)(n) defines unfair trade practices to include:

(n) Causing a probability of confusion or of misunderstanding as to the legal rights, obligations, or remedies of a party to a transaction. [MCL 445.903(1)(n).]

106. The Defendants, through the various iterations of the Contract, are causing a probability that consumers will be confused about the consumers' right to post and publish reviews of, and file complaints about, the goods, services, and conduct of the Defendants.

COUNT IV – MCPA § 3(1)(U)

107. The Attorney General Incorporates paragraphs 1 through 106 as though fully alleged here.

108. MCPA § 3(1)(u) requires the Defendants to promptly refund any advance payments to Defendants when consumers properly cancel their contracts:

(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 property, or to cancel within a specified time or an otherwise reasonable time an acquired security interest. [MCL 445.903(1)(u).]

109. John Church promised to refund [REDACTED], [REDACTED] and [REDACTED] but has never issued the promised refund. John Church did refund [REDACTED] but held on to [REDACTED]'s money for nearly five additional months.

110. [REDACTED] cancelled her contract with MMS, per the terms of the Contract, but Church never responded or issued a refund of [REDACTED]'s advance payment.

111. The Defendants' conduct is a persistent and knowing violation of the MCPA.

COUNT V – MCPA § 3(1)(Y)

112. The Attorney General incorporates paragraphs 1 through 111 as though fully alleged here.

113. MCPA § 3(1)(y) defines unfair trade practices to include:

(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)(y)]

114. The Defendants grossly misrepresented the scope and quality of work that they would actually perform, both verbally and in writing, to each of the customers named in this complaint.

115. The Defendants' conduct is a persistent and knowing violation of the MCPA.

COUNT VI – CONVERSION

116. The Attorney General Incorporates paragraphs 1 through 115 as though fully alleged here.

117. By failing to refund the advance payments of [REDACTED] [REDACTED] [REDACTED] and [REDACTED], the Defendants have committed statutory conversion. In the alternative, this misconduct constitutes common law conversion.

COUNT VII – *QUO WARRANTO* FOR DISSOLUTION UNDER THE LIMITED LIABILITY COMPANY ACT

118. The Attorney General Incorporates paragraphs 1 through 117 as though fully alleged here.

119. The Limited Liability Company Act, MCL 450.4101 *et seq.* at MCL 450.4803(1)(c) authorizes the Attorney General to seek dissolution of a limited liability company that has repeatedly and willfully conducted business in an unlawful manner.

120. The Church Defendants have repeatedly and willfully conducted business in an unlawful manner by conducting their businesses in violation of the MCPA as discussed above.

REQUEST FOR RELIEF

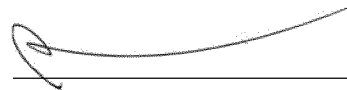
121. Based on the above allegations, the Attorney General respectfully requests that this Honorable Court issue orders for the following relief:

- A. Preliminary and permanent injunctions against the Defendants from forming, organizing, operating, managing, or directing any business entity that offers snow removal, lawn care, or landscaping services;

- B. Preliminary and permanent injunctions against the Defendants from working for any business entity in any capacity that involves the sale of snow removal, lawn care, or landscaping services;
- C. The Defendants' specific performance of all outstanding consumer contracts for the performance of lawn care or landscaping services or the immediate refund of all advance payments made pursuant to those contracts for [REDACTED], [REDACTED], [REDACTED], [REDACTED] and all similarly situated consumers identified during the course of this litigation;
- D. Treble money damages for conversion to be awarded to [REDACTED], [REDACTED], [REDACTED] and any similarly situated persons identified during the course of this litigation;
- E. Enter an Order declaring Defendants have engaged in unlawful conduct in violation of the MCPA and permanently enjoining the Defendants, whether acting directly or through any person, entity, or other device, from engaging in conduct in violation of the MCPA;
- F. The Defendants should be ordered to pay a civil fine of \$25,000 per violation for each and every persistent and knowing violation of the MCPA identified during the course of this litigation;

- G. Issue a writ of *quo warranto* dissolving MMS; and any other limited liability company owned or operated by Church Defendants' related to snow removal, lawn care, or landscaping;
- H. Enter an Order striking out all non-disparagement clauses from Church Defendants' and Church Entities' contracts related to this litigation pursuant to MCL 445.910(2);
- I. The Attorney General should be awarded all costs and attorney fees expended in this litigation; and
- J. All other relief this Court deems just and proper.

Respectfully submitted,



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Dated: December 21, 2023