

STATE OF MICHIGAN
IN THE 30TH JUDICIAL CIRCUIT COURT FOR THE COUNTY OF INGHAM

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

Petitioner,

v

WYOMING CORPORATE SERVICES, INC., a
Wyoming Corporation,

Respondent.

No. 24-230-CP

HON. WANDA M. STOKES

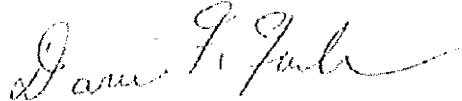
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**NOTICE OF FILING ASSURANCE OF VOLUNTARY COMPLIANCE
PURSUANT TO MCL 445.906(2)**

This Office is filing the attached Assurance of Voluntary Compliance under the
Michigan Consumer Protection Act, MCL 445.906(2).

Respectfully submitted,



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JUL 02 2024
30th Circuit Court
Clerk

Dated: July 2, 2024

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ASSURANCE OF VOLUNTARY COMPLIANCE AND DISCONTINUANCE

30th Circuit Court
Clerk

Dana Nessel, Attorney General of the State of Michigan, on behalf of the
State of Michigan ("Petitioner") and Wyoming Corporate Services, Inc.
("Respondent"), hereby execute and agree to be bound by this Assurance of
Voluntary Compliance and Discontinuance. This Assurance concerns the resolution
of alleged violations of the Michigan Consumer Protection Act, 1976 PA 331, as
amended, MCL 445.901 *et seq.* ("MCPA").

Based on the foregoing, the Parties agree as follows:

I. Definitions

1.1 "Assurance" means this Assurance of Voluntary Compliance and Discontinuance.

1.2 "COD" means the Michigan Department of Attorney General, Corporate Oversight Division.

1.3 "Aged shelf company" or "Shelf company" means a corporation or limited liability company created with the intent to be sold after a period of inactivity beginning with its formation.

1.4 "Parties" means COD and Respondent, collectively.

1.5 "Notice of Intended Action" refers to the Attorney General's letter giving notice of COD's intention to file a lawsuit under the MCPA.

1.6 "Respondent" refers to Wyoming Corporate Services, Inc., whether doing business under any other assumed name or acting through its principals, employees, contractors, or any other business entity.

1.7 All other terms shall have the meaning specifically defined in the MCPA.

II. COD Investigation of Respondent

2.1 Respondent is a corporation formed under the laws of the State of Wyoming. Respondent markets itself online as providing a variety of business-related products and services. Among its offerings, Respondent sells what it calls aged shelf companies. These are companies that Respondent creates with the

intention of their eventual sale. Respondent generally does not use these entities to conduct any business.

2.2 Respondent has created aged shelf companies in numerous States, including Michigan, and is offering, or has offered, them for sale through its website as aged shelf companies. The price that Respondent charges for purchasing such business entities generally increases with the age of the shelf company. As of COD's issuance of the Notice of Intended Action giving rise to this Assurance, Respondent's website listed seven Michigan aged shelf companies for sale. Those companies were Prestigious Financial, Inc; International Equities Corp; Timeline Investing Corp; American Financial Endeavors, LLC; Secret To Success LLC; BioMed Consulting, LLC; and US Marketing Solutions, LLC.

2.3 It is COD's view that Respondent's website¹ markets shelf companies with an emphasis on their deceptive quality. The website explains how the appearance of longevity created by shelf companies can be used by a new business in procuring consideration of bids, in the leasing of equipment, and to mislead consumers.

2.4 COD became aware of Respondent when the principal in a different investigation revealed that he had purchased a Michigan aged shelf company from Respondent with the intent of misleading consumers as to how long his company had been in business.

¹ www.wyomingcompany.com

2.5 COD determined that Respondent, through its creation of Michigan entities sold, or to be sold, as aged shelf companies was abetting unfair trade practices prohibited under the MCPA. As a result, COD sent a Notice of Intended Action to Respondent detailing COD's concerns regarding the formation and selling of Michigan shelf companies.

2.6 Respondent is offering this Assurance to avoid the time and expense of litigating COD's concerns. This Assurance, and COD's acceptance of it, does not constitute an admission of any wrongdoing by Respondent.

2.7 In entering into the Assurance, the mutual objective of the Parties is to resolve, without litigation, COD's potential claims under the MCPA for preliminary and permanent injunctive relief, as well as the potential claims for payment of damages and reimbursement of COD's costs and expenses related to COD's enforcement action. The entry into this Agreement by Respondent is not an admission of liability with respect to any issue addressed in this Agreement, nor is it an admission of any factual allegations or legal conclusions stated or implied herein.

III. Jurisdiction

3.1 The Department of Attorney General ("the Department") has jurisdiction over the subject matter of this Assurance pursuant to MCL 445.905 and 445.910. Respondent waives all objections and defenses that it may have as to the jurisdiction of the Department over the matters covered by this Assurance.

IV. Parties Bound

4.1 This Assurance binds Respondent, whether acting through associates, owners, principals, officers, directors, employees, representatives, successors or assigns, or through any other subsidiary, corporation, assumed name or business entity. Respondent is responsible for compliance with the terms of this Assurance, and must ensure that all of Respondent's employees, agents and representatives comply with the terms of this Assurance.

V. Implementation of Compliance Measures

5.1 Respondent shall immediately cease and desist creating additional entities in Michigan with the intent of selling them as aged shelf companies.

5.2 Respondent shall immediately cease and desist selling Michigan aged shelf companies.

5.3 Respondent shall immediately dissolve all Michigan entities that are currently being held by Respondent as aged shelf companies. This includes, but is not necessarily limited to, the seven aforementioned entities that were listed for sale on Respondent's website.

5.4 Respondent shall remove any language from its website promoting illegal or deceptive uses of aged shelf companies.

VI. Release

6.1 Upon the Effective Date, COD hereby releases and discharges Respondent and any of its parent entities, affiliates, subsidiaries, predecessors,

successors or assigns, and each and all of its past or present officers, directors, associates, shareholders, controlling persons, representatives, employees, attorneys, counselors, advisors, or agents, from any and all civil or administrative claims, demands, rights, actions, causes of action, and liabilities, of any kind or nature whatsoever, that are based on the concerns described in the Notice of Intended Action giving rise to this Assurance. Nothing herein shall be construed as a waiver or release of claims asserted or that may be asserted by individual consumers, other divisions of the Attorney General's office, or other state or federal agencies.

VII. General Provisions

7.1 This Assurance is binding upon, inures to the benefit of, and applies to the Parties and their successors-in-interest. This Assurance does not bind any Division of the Michigan Department of the Attorney General other than COD, or other agencies, boards, commissions or offices of the State of Michigan.

7.2 This Assurance does not create any private right or cause of action to any third party.

7.3 This Assurance does not constitute an approval by the Attorney General of any of Respondent's business practices and Respondent must not make any representation to the contrary.

7.4 No modification of this Assurance is valid unless in writing and signed by all Parties.

7.5 Within seven business days of the Effective Date of this Assurance, COD will file a copy of this Assurance with the Ingham County Circuit Court, as described in MCL 445.906(2).

7.6 Unless a temporary restraining order is sought, COD will make reasonable efforts to provide written notice in the event that COD believes Respondent to be in noncompliance with any provision of this Assurance, setting forth the basis for such belief.

VIII. Signatories, Execution in Counterparts, and Electronic Signatures

8.1 Each undersigned individual represents and warrants that he or she is fully authorized by the Party he or she represents to enter into this Assurance and to legally bind such Party to the terms and conditions of this Assurance.

8.2 This Assurance may be executed in counterparts, each of which is deemed an original hereof, but which together constitute one and the same instrument and agreement, and that facsimile or electronically-transmitted signatures may be submitted in connection with this Assurance and are binding on that Party to the same extent as an original signature.

IX. Effective Date

9.1 The effective date of this Assurance is the date upon which the COD representative signs this Assurance.

**Dana Nessel, Attorney General,
on behalf of the People of the
State of Michigan**

July 2, 2024
Dated June, 2024

By: *Dana Nessel*

Darrin F. Fowler (P53464)
Assistant Attorney General
Corporate Oversight Division
P.O. Box 30736
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Wyoming Corporate Services

Dated: July 1, 2024

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