

STATE OF MICHIGAN  
IN THE 22<sup>ND</sup> JUDICIAL CIRCUIT COURT FOR THE COUNTY OF WASHTENAW

THE PEOPLE OF THE STATE OF  
MICHIGAN,

Plaintiff,

25-001113-CP  
Case No. 25- -CP

HON. JUDGE JULIA B. OWDZIEJ

v

HUMMINGBIRD CONSTRUCTION CO.  
LLC, a Michigan limited liability company,  
and MATTHEW ASHLINE, an individual,

Defendants.

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

**COMPLAINT**

Plaintiff, the People of the State of Michigan, through Assistant Attorney General Darrin F. Fowler, states the following for their complaint:

**I. Parties, Jurisdiction and Venue**

1. Plaintiff, the People of the State of Michigan is represented by Attorney General Dana Nessel. The Attorney General is Michigan's chief law enforcement officer and is authorized to bring this action on behalf of the People of

the State of Michigan pursuant to MCL 14.28. Through the Michigan Consumer Protection Act, the People have authorized the Attorney General to seek injunctive relief, civil fines, and damages on behalf of injured consumers against those who engage in unfair, deceptive, or unconscionable trade practices. MCL 445.901 et seq.

2. Defendant, Hummingbird Construction Co. LLC (“Hummingbird”), is a Michigan limited liability company. It was formed on March 18, 2024.

3. Defendant Matthew Ashline (“Ashline”) is an individual who is listed in LARA records as both the President and a member of Hummingbird.

4. Venue is proper in this Court because LARA records show Hummingbird’s registered office address as one within this County. In addition, both Hummingbird and Ashline have conducted business relevant to claims in this lawsuit within Washtenaw County.

## **II. Summary of Action**

5. This Complaint is brought because Hummingbird and Ashline have demonstrated a pattern of telling consumers work would be completed within a specified time but then have failed to move projects forward within a reasonable time frame. In some instances, when the consumers then sought to cancel the contracts, Defendants have failed to make timely refunds. Further, Ashline has created a probability of confusion over legal rights and obligations by referencing the Hummingbird contracts and through text messages suggesting the refund is imminent. Defendants’ conduct has been knowing, willful and repeated.

6. Defendants have also made false or misleading representations about their capacity, ability, and experience of taking on certain projects. This has been done both on Hummingbird's website and through Ashline's oral representations.

7. This is an action for violations of the Michigan Consumer Protection Act as well as for relief under the equitable doctrines of unjust enrichment and money had and received. The Attorney General also seeks the dissolution of Hummingbird under the Michigan Limited Liability Company Act since it has been used for willful and repeated unlawful conduct.

### **III. Factual Allegations**

#### **Raymond and Eileen [REDACTED]**

8. On July 13, 2024, Raymond and Eileen [REDACTED] of Port Huron, Michigan, entered into a contract with Hummingbird to perform work on the roof and front porch of their home at a total cost of \$16,000. Upon information and belief, Ashline met with the [REDACTED], telling them the work would be completed within two to three weeks. Eileen [REDACTED] then presented Ashline with a check made out to Hummingbird in the amount of \$8,000 as a deposit on the work to be performed.

9. Hummingbird failed to complete the work within the three-week time period Ashline had promised. Indeed, the work was not even started during this time period nor was a permit even obtained during this time period. Ashline told the [REDACTED] he would allow them to cancel the contract even though the three-day window for doing so had expired; he told them he already had a refund check

made out to them for return of the deposit. But Ashline and Hummingbird did not then make such a refund.

10. Hummingbird obtained a building permit for the project on August 8, 2024.

11. But by August 19, 2024, Hummingbird had still not even started the work for the [REDACTED] Raymond [REDACTED] communicated with Ashline who asked that they give him that week for the work to be done.

12. The work was neither started nor completed during the week of August 19, 2024. Unable to get their money back from Ashline, the [REDACTED] then filed a complaint with the Port Huron Police Department. The [REDACTED] also filed a lawsuit against Hummingbird. As a result of these efforts, Hummingbird finally refunded the \$8,000.

**Bernard [REDACTED]**

13. Bernard [REDACTED] of Riga, Michigan met with Ashline on February 1, 2025, to discuss a roof replacement. Ashline told [REDACTED] that Hummingbird could complete the work in early March. [REDACTED] then entered into a contract with Hummingbird to replace the roof on his home. [REDACTED] also presented Ashline with a check made payable to Hummingbird in the amount of \$7,000 as a deposit for the work to be performed.

14. March 2024 came and went with Hummingbird failing to commence the work. Indeed, Hummingbird never even obtained a permit from the township to do the work for which it had obtained the deposit.

15. After various text communications with Ashline that were not productive in getting the job done, ██████ sent Hummingbird a letter on April 23, 2025, cancelling the contract and requesting a refund be paid within ten days. The money was not refunded within ten days.

16. On May 9, 2025, Ashline called ██████ asking whether he had filed any complaints or lawsuits. During that discussion, Ashline agreed to make a refund to ██████ by May 16, 2025.

17. ██████ did not receive the refund by May 16, 2025. He filed a consumer complaint with the Attorney General's Office and also filed a small claims court action against Hummingbird.

18. Special Agent Martin May attempted to call Ashline to discuss with him consumer complaints that had been made by consumers including ██████. Although Agent May left a voicemail message with Ashline identifying himself, Ashline did not return the call.

19. Unable to reach anyone by phone, Agent May visited the home at the address associated with Hummingbird's website. There, he found Ashline who explained that he now lived with Hummingbird's licensed builder. This face-to-face meeting occurred on June 11, 2025.

20. Agent May asked Ashline about the refund to ██████. Ashline responded that the refund would be made within the next week. Defendants failed to refund the money to ██████ during the week following Agent May's visit.

21. As of July 7, 2025, [REDACTED] still had not received the refund from Hummingbird. On that date, he appeared in Small Claims Court related to the action he filed. Defendants failed to appear and so a default was entered in [REDACTED]'s favor.

22. As of the filing date of this lawsuit, [REDACTED] still has not gotten his deposit back from Defendants. He is investing time, energy and money by using the small claims court process in hopes of getting money that Defendants owe to him and have no legitimate basis in withholding.

**Frederick [REDACTED]**

23. Frederick [REDACTED] is a Veteran who is confined to a wheelchair, having been shot twice in the back in service for this country. [REDACTED] moved to Charlotte, Michigan after retiring from the Pentagon.

24. In January 2025, [REDACTED] had correspondence with Ashline during which it was agreed Hummingbird would build a wheelchair ramp at [REDACTED]' home and make various modifications to the enclosed front porch. Upon information and belief, Ashline told [REDACTED] the work would be completed in February 2025. [REDACTED] paid Hummingbird a deposit of \$5,000 for the work through an electronic transfer of funds from his account with the Pentagon Credit Union.

25. As of March 10, 2025, the project at [REDACTED] home had not even begun. On that date, [REDACTED] texted Ashline requesting a refund.

26. Over the course of approximately two months, [REDACTED] and Ashline exchanged numerous text messages as [REDACTED] persisted in efforts to obtain a refund

of the \$5,000 deposit paid to Hummingbird. At various points, Ashline stated that the refund had been sent or would be coming. At one point, Ashline even texted saying he was traveling en route to [REDACTED]' home with the check. As the check failed to appear time and again, Ashline would text various excuses, including stating that he had just learned his wife was pregnant, that he had the flu, or that he had broken his foot.

27. At a couple points in the text exchanges, [REDACTED] told Ashline he believed the actions to be a crime that he would report to the Charlotte Police Department. Ashline responded invoking the contract and suggesting he was doing [REDACTED] a favor by being willing to refund the deposit. For example, a text message Ashline sent in late April 2025 to [REDACTED] stated in part:

It's Saturday Frederick I'm with family I just found out my wife is pregnant, you will receive the check I'm sure of it. If you don't receive it by Monday or Tuesday please let me know and I will make the drive and I will personally hand you one. But that is not necessary because you are going to receive it. Or I'll do you one better and I'll money wire you. I should inform you though, it is not grand larceny you signed a contract and so did I. I'm being a good guy because you are veteran and we have build a relationship through communication, but I'll inform you that [a]ny other legal threats and your lawyer can talk to mine and I promise you won't like the outcome of that...

28. Unsuccessful in getting a refund, [REDACTED] filed a complaint with the Attorney General's Office on May 16, 2025. Agent May visited [REDACTED] at his Charlotte home in early June. As of that time, [REDACTED] still had not received a refund of the deposit. [REDACTED] supplied Agent May with the text messages he and his partner had exchanged with Ashline.

29. During his meeting with Ashline on June 11, 2025, Agent May asked Ashline about the \$5,000 refund to [REDACTED]. Ashline responded that the money would be paid back within thirty days.

30. As of the filing date of this lawsuit, Defendants have failed to refund [REDACTED]' deposit.

**Ray [REDACTED]**

31. Ray [REDACTED] lives in California. His daughter, Lisa [REDACTED], owns a piece of land in Manchester, Michigan. This property is located within Washtenaw County.

32. [REDACTED] intends to have a house built on the Manchester property. To this end, he solicited bids from three companies, including Hummingbird. Hummingbird was the low bidder. Ashline told [REDACTED] that Hummingbird could construct the house he wanted for \$280,000-\$300,000. Ashline also told [REDACTED] the construction would be complete in approximately five months after Hummingbird broke ground. [REDACTED] thus agreed to have Hummingbird construct the home. This agreement was reached in approximately February 2025 following conversations and text messages with Ashline.

33. In approximately late February or sometime in March 2025, Ashline requested a \$50,000 deposit from [REDACTED], telling [REDACTED] it was for materials. [REDACTED] paid this amount electronically, using a link offered on hummingbird's website. As time went on, Ashline asked for two more payments, both of which [REDACTED] paid.

Upon making the third of those payments in June of this year, [REDACTED] had paid Hummingbird a total of approximately \$162,000.

34. Although [REDACTED] made the third payment requested by Ashline in June, he was growing uncomfortable with the process with Hummingbird since no work was being done and because Ashline's responsiveness was not good. [REDACTED] also saw online a consumer complaint with the Better Business Bureau detailing problems like he was experiencing with Defendants. Upon information and belief, as of June 2025, Defendants had not obtained needed permits and had not taken any steps toward construction of the home. At most, Hummingbird had demolished a hay barn that had been on the building site.

35. [REDACTED] communicated his concerns to his daughter. [REDACTED] then made a Google review that was critical of Hummingbird. [REDACTED] also filed a consumer complaint with the Attorney General's Office stating in part:

Matt refuses to provide itemized receipts for "materials" purchased. He seems to lack the knowledge you would expect a builder to have. He keeps telling us he is submitting the building permits but has failed to get a perc test or do any work for a well and septic permit. Matt is evasive when my dad asks him questions, and tells one excuse after another as to why he hasn't done any work or can't provide receipts. He gets belligerent on the rare phone calls with my dad, and likes to share that he's got a lawyer in the family. The latest is that Matt shared an invoice with line items that lack any cost information whatsoever and a total of \$72,000. He claims to be headed to the Bridgewater Township office on Monday to submit the building permits, again without a perc test or well and septic permits. I believe this is a stall tactic.

...

My dad has attempted to get Matt to do some work or provide documentation of expenses. Matt is a good salesperson and tells customers what they want to hear. He gives excuses to provoke

sympathy (his wife is pregnant, she is sick, Matt was sick and almost died etc. etc. etc.) Matt needs to provide itemized receipts for materials purchased which we will pay for and then he needs to refund my dad the remaining balance.

36. For his part, [REDACTED] filed a consumer Complaint with the Economic Justice Unit within the Washtenaw County Prosecutor's Office. That complaint was forwarded to the Attorney General's Office.

37. Reacting to the Google review, Ashline reached out to [REDACTED] and [REDACTED] on June 30. During a discussion among the three, it was agreed Defendants would deliver the purchased materials and refund the balance of the paid funds to [REDACTED]. Ashline said he was only willing to do this if [REDACTED] would remove the negative review. [REDACTED] thus removed the negative Google review. He told [REDACTED] and [REDACTED] he would refund the balance of the deposited money by (or in) August.

**Dennis [REDACTED]**

38. Dennis [REDACTED] lives in Clyde, Michigan. After researching roofing contractors in late March of this year, [REDACTED] met with Ashline on April 2, 2025. Upon information and belief, Ashline told [REDACTED] that Hummingbird would be able to install a new roof for him within two weeks of contract execution and that the job would take one or two days. Thus, [REDACTED] believed Hummingbird would complete the job in mid-April based on Ashline's representations. [REDACTED] signed a contract and paid Ashline a \$5,000 deposit in cash.

39. The two weeks came and went without any apparent steps taken by Defendants to initiate the project at [REDACTED] home.

40. After two weeks, ██████ began reaching out to Hummingbird to try to learn when the job would be done. Many of his calls were not answered. At one point, he reached someone who he believed to be Ashline based on his voice, but the person answering Hummingbird's phone hung up on ██████ after ██████ began speaking. This prompted ██████ to file a consumer complaint with the Attorney General's Office.

41. On June 17, 2025, the Attorney General's Office sent Ashline and Hummingbird a Notice of Intended Action under MCL 445.905. The Notice detailed as patterns the kinds of failures identified in this Complaint, though it did not identify any affected consumers by name.

42. On June 21, 2025, ██████ discovered the roofing materials had been delivered to—though not installed upon—his home. This occurred with no notice or discussion beyond that which happened on April 2. Later, upon information and belief, Defendants told ██████ the roof would be installed during the week of June 30. This, however, did not occur.

43. As of the filing date of this lawsuit, the roofing materials remain at ██████ home, but the project has not been otherwise commenced. The materials are resting on four pallets that are damaging ██████ lawn given the length of time they have been sitting there.

#### IV. Legal Claims

##### COUNT I: MICHIGAN CONSUMER PROTECTION ACT VIOLATIONS

44. The Attorney General incorporates the above allegations as though fully set forth here.

45. Defendants, both individually and collectively, have engaged in the following practices made unlawful through the Michigan Consumer Protection Act:

(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.

(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.

(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)(n), (q), (u), and (y).]

These violations have been committed with respect to each of the above-named consumers. Upon information and belief, Defendants have committed such violations with respect to similarly situated consumers who are yet to be identified. This lawsuit is brought on behalf of both the known and still to be identified consumers.

46. Defendants have also made false or misleading representations about their capacity, ability, and/or experience to undertake certain construction projects. For example, as was pointed out in the Notice of Intended Action sent to it by the Attorney General's Office, Hummingbird's website at one point stated in different places that it had ten years of experience and twenty-five years of experience. Hummingbird was created in 2024. Ashline is not a licensed builder. The licensed builder associated with Hummingbird became a licensed builder in 2024. Thus, Hummingbird cannot fairly represent ten or twenty-five years of experience.

47. As of the filing date of this lawsuit, Hummingbird continues to claim on its website that it has twenty-five years of experience. This representation constitutes a violation of MCL 445.903(1)(c), which makes it an unfair trade practice to "[r]epresent that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has sponsorship, approval, status, affiliation, or connection that he or she does not have." MCL 445.903(1)(c).

48. As of June 30, 2025, Hummingbird was claiming on its website that it had an A+ rating from the Better Business Bureau. It was making this claim even though it had an F rating from the Better Business Bureau. This is a further violation of MCL 445.903(1)(c). In revising its website in response to the Attorney General's Notice of Intended Action, Hummingbird removed the claim about the A+ rating. But this does not change the fact it violated the applicable provision.

49. Upon information and belief, Defendants have engaged in further violations of MCL 445.903(1)(c). Hummingbird has done this through its website, and Ashline has done it through oral representations to consumers. For example, Hummingbird claims on its website to have served thousands of homeowners which, upon information and belief, is impossible given it has existed for only a little over a year. And in supplying photos of jobs, it purports to be proud of, Defendants have included stock photos suggesting such depictions are characteristic of their own work. Upon further information and belief, Hummingbird lacks the capacity, ability, and/or experience to undertake projects such as those of [REDACTED] and [REDACTED], and yet Defendants have suggested otherwise through various representations.

## **COUNT II: EQUITABLE CLAIMS**

50. The Attorney General incorporates the above allegations as though fully set forth here.

51. Hummingbird has received funds from consumers, both known and yet to be identified, and has unjustifiably failed to refund that money even after cancellation of the underlying projects. Upon information and belief, Ashline is the owner of Hummingbird and he has derived an unjust financial benefit from these circumstances.

52. Defendants' misconduct is contrary to the common law doctrines of unjust enrichment and money had and received. Claims under these doctrines are thus advanced here by the Attorney General in *parens patriae* on behalf of the

above-named consumers (except the [REDACTED]) and all similarly situated consumers yet to be identified.

### **COUNT III: MICHIGAN LIMITED LIABILITY COMPANY ACT**

53. The Attorney General incorporates the above allegations as though fully set forth here.

54. Defendants have used the limited liability company that is Hummingbird in a pattern of misconduct made unlawful under the Michigan Consumer Protection Act and contrary to the common law as alleged in Count II.

55. Based upon this misconduct, Hummingbird should be dissolved under MCL 450.4803(1)(c) upon a securing of its money and assets to ensure repayment to all consumers to whom it owes refunds.

### **RELIEF REQUEST**

Accordingly, for the reasons set forth above, the Attorney General respectfully requests this Honorable Court enter orders:

- A. Preliminarily and permanently enjoining Defendants from accepting deposits on new projects;
- B. Preliminarily and permanently enjoining Defendants from spending, assigning, transferring or otherwise dispossessing itself of funds and assets that may be used to make refunds to the identified consumers and all those similarly situated;

- C. Requiring specific performance under Dennis [REDACTED] contract unless Dennis [REDACTED] invokes his right to cancel it, and permanently enjoining Defendants from retaining any funds contrary to the common law doctrines of unjust enrichment and money had and received with respect to the above identified consumers (except the [REDACTED]) and all similarly situated consumers;
- D. Imposing civil fines against Defendants under MCL 445.905 for each and every violation of the Michigan Consumer Protection Act that is found to be knowing and persistent;
- E. Dissolving Hummingbird in accord with MCL 450.4803 and permanently enjoining Ashline from undertaking any comparable business activity in the State of Michigan; and
- F. Granting such further relief this Court may deem just and proper.

Respectfully submitted,



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Dated: July 9, 2025

**MICHIGAN CONSUMER PROTECTION ACT (EXCERPT)**  
**Act 331 of 1976**

**445.913 Filing fees for commencing action or filing voluntary assurance.**

Sec. 13. When the attorney general or prosecuting attorney commences an action or files a voluntary assurance pursuant to this act, filing fees shall not be required to be paid.

**History:** 1976, Act 331, Eff. Apr. 1, 1977.

**REVISED JUDICATURE ACT OF 1961 (EXCERPT)**  
**Act 236 of 1961**

**600.1986 Electronic filing system fee; collection; waiver; governmental entity as party; automated payment service fee.**

Sec. 1986. (1) Beginning March 1, 2016, if a fee for commencing a civil action is authorized or required by law, in addition to that fee, the clerk shall also collect an electronic filing system fee, subject to section 1993, as follows:

(a) For civil actions filed in the supreme court, court of appeals, circuit court, probate court, and court of claims, \$25.00.

(b) Except as provided in subdivisions (c) and (d), for civil actions filed in the district court, including actions filed for summary proceedings, \$10.00.

(c) For civil actions filed in district court if a claim for money damages is joined with a claim for relief other than money damages, \$20.00.

(d) For civil actions filed in the small claims division of district court, \$5.00.

(2) Subject to section 1991, the clerk shall collect the electronic filing system fee listed under subsection (1) from the party at the time the civil action is commenced, whether or not the document commencing the civil action was filed electronically.

(3) If the court waives payment of a fee for commencing a civil action because the court determines that the party is indigent or unable to pay the fee, the court shall also waive payment of the electronic filing system fee.

(4) A party that is a governmental entity is not required to pay an electronic filing system fee.

(5) The clerk may accept automated payment of any fee being paid to the court. If the bank or other electronic commerce business charges the court or court funding unit a merchant transaction fee, the clerk may charge the person paying the fee an additional automated payment service fee as authorized by the state court administrative office. The amount of the automated payment service fee shall not exceed the actual merchant transaction fee to be charged to the court or court funding unit for accepting an automated payment by a bank or other electronic commerce business, or 3% of the automated payment, whichever is less.

**History:** Add. 2015, Act 231, Eff. Jan. 1, 2016.