

STATE OF MICHIGAN  
IN THE 30<sup>TH</sup> 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,

Plaintiff,

v

No. 24-418-CP

HON. WANDA M. STOKES

CANARY DATE SCULPTING, INC., a  
Florida corporation d/b/a Canary Tree  
Service; JUSTIN HARTMANN, an  
individual; HOLTSLANDER AND SONS  
TREE SERVICE, LLC, a Michigan limited  
liability company d/b/a Holtslander and  
Sons; GARRISON MCKINNEY TREE AND  
BRIDGE SERVICES, LLC, a Mississippi  
limited liability company d/b/a Garrison  
McKinney,

Defendants.

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SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into between Plaintiff Dana Nessel, in her capacity as Attorney General of the State of Michigan (Attorney General), and Defendant Garrison McKinney Tree and Bridge Services, LLC (“Garrison McKinney”), a Mississippi limited liability company (collectively, the Parties).

It is the desire of the Parties to enter into this Agreement to resolve all claims and defenses relating to Garrison McKinney arising from the above-captioned litigation, which shall be referred to in this Agreement as the “Lawsuit.”

To this end, the Parties hereby agree as follows:

1. The Attorney General served the Lawsuit upon Garrison McKinney on September 12, 2024. In the Lawsuit, the Attorney General alleges that Garrison McKinney participated in a civil conspiracy resulting in violations of the Michigan Consumer Protection Act (MCPA). The Lawsuit is brought by the Attorney General on behalf of the People of the State of Michigan.
2. The Attorney General has informed counsel for Garrison McKinney that it intends through this Lawsuit to seek orders enjoining Garrison McKinney from seeking payment on any past contracts it has entered into with Michigan consumers, whether directly or through other entities, and preventing Garrison McKinney from returning to Michigan to perform any emergency tree services.

3. Garrison McKinney denies the Attorney General's allegations, any liability under the MCPA, and contends the desired relief is not warranted. Further, Garrison McKinney states that it has not performed work in Michigan since the summer of 2021; has never entered into a written contract or agreement with any Michigan consumer; has never directly sought to collect or directly collected any moneys from any Michigan consumer or their (if any) insurance provider; and has not charged any Michigan consumer (or their insurer) any price, much less one that is grossly excessive.
4. The Parties desire, through this Agreement, to resolve and settle the claims against Garrison McKinney without the costs and burdens associated with further litigation with respect to any remaining or potential claims and defenses that have been, or could be, raised in the Lawsuit by the Parties. There were no inducements or representations leading to the execution of this Agreement, except as stated within the Agreement itself, and nothing in this Agreement should be construed as an admission of liability or of any wrongdoing by Garrison McKinney.
5. The Parties agree that, as consideration for this Agreement, Garrison McKinney will implement the following business practices in Michigan in perpetuity:

- a. Before undertaking any future tree service work in Michigan or asking a Michigan consumer to sign a contract for such services, Garrison McKinney will provide all consumers who wish to retain Garrison McKinney with a written quote that clearly states the total price that will be charged and/or billed for the project. The quote must warn the consumer, in a font no smaller than what is used in the rest of the quote, that the consumer could be liable for an amount that their insurance company declines to pay under a claim made against the insurance company, whether that claim is made directly by the consumer or by Garrison McKinney through assignment.
- b. If, upon commencing a project, Garrison McKinney encounters a condition that it anticipates will increase the project costs beyond those stated in the written quote, Garrison McKinney must, prior to commencing work to address such condition, notify the consumer of the condition and provide the consumer with an addendum that describes the condition, the additional work to be performed, and the revised total project cost, with explicit reference to the total price in the original quote. The addendum must also inform the consumer that she or he may seek quotes from other tree service companies before deciding whether to accept or reject the revised quote. If the consumer desires to seek other bids, Garrison McKinney may discontinue its work on the project, provided (i) it takes reasonable steps to ensure it

leaves the jobsite in a situation that is no more perilous than when it began work, and (ii) it may charge a reasonable sum for the work already performed at the jobsite that fell under the written quote, as well a reasonable amount for any work required to leave the jobsite in a situation that is no more perilous than when it began work, as long as the total amount does not exceed the original total quoted amount.

One year after the Effective Date of this Assurance, Defendant will provide to the Attorney General's Corporate Oversight Division a written list of all consumers to whom it presented revised quotes under this subsection, if any. The list should include each consumer's name, address, telephone number, and the dollar amount for the original and revised quotes.

- c. Under no circumstances will Garrison McKinney charge a consumer, either directly or through their insurer, more for a project than the amount stated in a written quote or addendum presented in accordance with this Agreement. To the extent that any consumer expresses an intention to pay for Defendant's services through insurance proceeds, Defendant shall not state or suggest that the consumer will not have any out-of-pocket costs.
- d. Garrison McKinney shall not knowingly work with or assist other companies or entities, regardless of its affiliation with those entities, in any facet of emergency tree services unless written quotes or estimates

are provided to the consumer prior to work being contracted and commenced.

- e. Garrison McKinney shall not, whether directly or indirectly through another person or entity, seek payment from any Michigan consumer or an insurance company for any Michigan consumer related to any past work it has performed in Michigan through the date upon which this Agreement becomes effective.
- 6. The Parties hereby fully and finally release and discharge each other, their agents, employees, servants, attorneys, successors, and assigns, from any claims or causes of action (including attorney fees, costs, and expenses of every kind and however denominated) that have been, or could be, asserted as claims, defenses, or counter-claims in the Lawsuit. 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.
- 7. Within three days of the execution of this Agreement, the Parties shall submit to the Court for entry the attached stipulated order for dismissal of the claims against Garrison McKinney with prejudice and without costs or fees to any party. Should Garrison McKinney breach this Agreement, however, it is understood that this dismissal will not prevent the Attorney General from introducing evidence about the

events in the Lawsuit to establish that any misconduct occurring subsequent to this Agreement was persistent and knowing.

8. This Agreement is binding on the Parties and their successors in interest. Each Party has a duty to so inform any such successor in interest.
9. In the event that a court determines that any provision of this Agreement is unenforceable, such provision will be severed from this Agreement, and all other provisions will remain valid and enforceable; provided, however, that if the severance of any such provision materially alters the rights and obligations of the Parties hereunder, the Parties will attempt, through reasonable, good-faith negotiations, to agree upon such other amendments to this Agreement as may be necessary to restore the Parties as closely as possible to the relative rights and obligations initially intended by them hereunder.
10. This Agreement may be executed in counterparts, and each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures on this Agreement may be communicated by facsimile transmission or by email. Signed facsimile or email copies of this Agreement are binding upon the parties signing same as though they were originals, and the Agreement shall be deemed effective upon being signed by counsel for both Parties.

11. The Parties understand and agree that this Agreement and its terms are not subject to confidentiality. In the event of any public disclosure by Plaintiff of this Agreement or its terms, such disclosure shall be consistent with Paragraphs 3 and 4 herein with respect to Garrison McKinney. For the sake of clarity, the Parties agree and reiterate that this Agreement does not constitute an admission of liability or wrongdoing.

ACKNOWLEDGED AND AGREED:

Dated: January 9, 2025



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Darrin F. Fowler (P53464)  
Assistant Attorney General  
Attorney for Plaintiff

Dated: January 8, 2025



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Chace Garrison  
On behalf of Garrison McKinney Tree and Bridge  
Services, LLC