

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

THE PEOPLE OF THE STATE OF
MICHIGAN,

Plaintiff,

v

CALTONS LAWN CARE &
LANDSCAPING LLC, a Michigan limited
liability company, ARON DEAN
CALTON, an individual, LESLIE RENEE
CALTON, an individual,

Defendants.

No. 25- ⁴⁸³⁶ -CP

HON.

WANDA M. STOKES

Nicholas R. Tloczynski (P79148)
Nicholas T. Sturos (P88005)
Assistant Attorneys General
Michigan Dep't of Attorney General
Corporate Oversight Division
P.O. Box 30736
Lansing, MI 48909
(517) 335-7632
TloczynskiN@michigan.gov
SturosN2@michigan.gov

*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 Attorneys
General Nicholas R. Tloczynski and Nicholas T. Sturos, states the following for their
complaint:

I. Parties, Legal Authority, 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, MCL 445.901 et seq., 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. She may also seek dissolution of limited liability companies pursuant to the Michigan Limited Liability Company Act, MCL 450.4101 et seq.

2. Defendants Aron Dean Calton and Leslie Renee Calton (the "Caltons") are residents of Michigan. Together, they own and operate a business entity, Caltons Lawn Care & Landscaping LLC, that purports to provide landscaping, lawn care, and snow removal services in Kent, Ottawa, and surrounding counties. The Caltons also operate a different entity, Lake Michigan Pool and Outdoor Services, that has not been incorporated or registered in this State. On information and belief, the Caltons operate under other entities and aliases.

3. Defendant Caltons Lawn Care & Landscaping LLC ("Calton's Lawn Care") is a Michigan limited liability company. It was formed on August 3, 2022. Aron Calton is listed in LARA records as a member of Calton's Lawn Care.

4. On information and belief, prior to the organization of Calton's Lawn Care, the Caltons did business under the name of Calton's Lawn Care and

Handyman Service. The Better Business Bureau (BBB) opened a file on Calton's Lawn Care and Handyman Service in 2020.

5. Lake Michigan Pool and Outdoor Services ("Lake Michigan Pool") has never been formally incorporated in Michigan. The BBB opened a file and began receiving complaints about Lake Michigan Pool in 2024.

6. Venue is proper in this Court because LARA records show Calton Lawn Care's registered office address as one within this County.

II. Summary of Action

7. This Complaint is brought because the Caltons and Calton's Lawn Care have demonstrated a pattern of taking advance payments for services and either never starting the work or never completing the work. Defendants then ignore consumers who request a refund. Defendants' conduct has been knowing, willful, and repeated.

8. This is an action for violations of the Michigan Consumer Protection Act. The Attorney General also seeks dissolution of Calton's Lawn Care under the Michigan Limited Liability Company Act because it has been used for willful and repeated unlawful conduct.

9. The consumers discussed below were interviewed by Special Agent Tamara McCoy following complaints made by the consumer to the Department of Attorney General or the BBB. Although the names of these consumers have not been fully disclosed in this public filing, Defendants have been supplied unredacted

copies of the consumer complaints referenced in this Complaint so they can provide answers to the allegations against them.

III. Factual Allegations

██████████

10. ██████████ is a resident of Grand Rapids, Michigan. In the spring of 2023, ██████████ requested recommendations for lawn care service providers on Facebook and received a direct message from Calton's Lawn Care offering to do the work.

11. ██████████ prepaid Calton's Lawn Care for lawn care services on two properties for the summer of 2023. Specifically, she paid \$682 for bi-weekly mowings on one property and \$1,396 for weekly mowings on a different property.

12. Calton's Lawn Care stopped cutting the lawns after a single mow on each property. The company gave ██████████ excuses for the delays and eventually ceased all communication when she requested a refund.

13. Complaints of five other consumers exemplifying the above conduct of Calton's Lawn Care are attached as **Exhibit 1**.

██████████

14. ██████████ is a resident of Rockford, Michigan. In May 2024, his wife found Lake Michigan Pool on Facebook and communicated with Leslie Calton regarding a quote for bi-weekly lawn mowing services.

15. Lake Michigan Pool sent [REDACTED] a quote of \$630 for nine lawn mowing jobs throughout the summer of 2024. [REDACTED] agreed to proceed with the transaction and per the request of Leslie Calton paid the total quoted amount to Lake Michigan Pool through Venmo.

16. Aron Calton completed the first lawn mowing as scheduled, and he performed the second mowing a few days after the scheduled date.

17. Thereafter, Aron Calton did not perform any further lawn care service on [REDACTED] property. [REDACTED] messaged and called the Caltons regarding the nonperformance, but they only provided excuses for their failure to perform and ultimately refused to engage in further communication after [REDACTED] requested a refund.

[REDACTED]

18. The same patterns of misconduct are found in the pool services that the Caltons purport to provide through Lake Michigan Pool.

19. [REDACTED] is a resident of Caledonia, Michigan. In April 2024, [REDACTED] hired Lake Michigan Pool to install an above-ground pool after finding the business through Facebook.

20. [REDACTED] paid Lake Michigan Pool a \$1,000 deposit to install the pool and another \$3,400 to order parts.

21. After a month went by, [REDACTED] contacted Lake Michigan Pool for an update and was told by Aron Calton that one of the ordered parts was damaged and that the job had to be pushed back a few weeks.

22. After another month went by, [REDACTED] reached out to Lake Michigan Pool again, frustrated that the pool had not been installed. When [REDACTED] received an unprofessional response to his inquiry, he became suspicious and found unfavorable online reviews about Lake Michigan Pool and/or Aron Calton.

23. [REDACTED] followed up with Lake Michigan Pool again and asked them to do the job or issue a refund. The business blocked him on Facebook Messenger and did not engage in further communication with him.

24. [REDACTED] disputed the credit card payments he made to Lake Michigan Pool and was able to have the charges reversed.

[REDACTED]

25. [REDACTED] is a resident of Otsego, Michigan. In April 2024, [REDACTED] received a message from Lake Michigan Pool on Facebook after asking for recommendations to tear down her above-ground pool and level the ground.

26. Lake Michigan Pool quoted [REDACTED] \$4,200 for the work, and she paid a \$2,800 deposit through Venmo.

27. Lake Michigan Pool told [REDACTED] that the job would start at the beginning of May 2024. When that did not occur, she contacted Lake Michigan Pool on multiple occasions and the Caltons gave varying excuses for why the work had not begun.

28. In the middle of June 2024, the Caltons placed a sump pump in [REDACTED] pool and told her they would return the next morning. [REDACTED] waited around her home the next morning and eventually left to run errands. When she

returned, she saw Aron Calton removing the sump pump, which he immediately put back when [REDACTED] appeared. [REDACTED] engaged in a verbal disagreement with the Caltons about the job that resulted in the Caltons stating they would not do the work or issue a refund.

III. Legal Claims

COUNT I: MICHIGAN CONSUMER PROTECTION ACT VIOLATIONS

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

30. Defendants, 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).]

31. These violations have been committed with respect to each of the above-named consumers. On 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.

32. Defendants' misconduct in violating the Michigan Consumer Protection Act was persistent and knowing. The imposition of civil fines is appropriate.

33. An injunction against current and future violations of the Michigan Consumer Protection Act is necessary to protect Michigan consumers.

COUNT II: MICHIGAN LIMITED LIABILITY COMPANY ACT

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

35. 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.

36. Dissolution of Calton's Lawn Care is appropriate in light of its violations of the Michigan Consumer Protection Act, as detailed above.

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 advance payments or deposits on new projects;
- B. Preliminarily and permanently enjoining Defendants from spending, assigning, transferring or otherwise dispossessing themselves of funds and assets that may be used to make refunds to the identified consumers and all those similarly situated;
- C. Preliminarily and permanently enjoining Defendants from refusing to refund \$2,078 to [REDACTED], \$630 to [REDACTED], \$2,800 to [REDACTED] and all other advance payments or deposits to 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 persistent and knowing;
- E. Dissolving Caltons Lawn Care & Landscaping LLC in accord with MCL 450.4803 and permanently enjoining the Caltons 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,

/s/ Nicholas R. Tloczynski
Nicholas R. Tloczynski (P79148)
Nicholas T. Sturos (P88005)
Assistant Attorneys General
Michigan Dep't of Attorney General
Corporate Oversight Division
P.O. Box 30736
Lansing, MI 48909
(517) 335-7632
TloczynskiN@michigan.gov
SturosN2@michigan.gov

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