

STATE OF MICHIGAN
CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
KENT COUNTY

THE PEOPLE OF THE STATE OF
MICHIGAN,

21298

Case No. 26-

-CP

Plaintiff,

HON.

v

TRIPLE CIRCLE, LLC, a Michigan limited
liability company; DOUBLE CIRCLE, LLC,
a Michigan limited liability company;
GOODRICH ENTERPRISE, LLC, a
Michigan limited liability company; and
BRAD SCOTT, an individual,

Defendants.

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*An Ex Parte Petition for Civil Investigation arising out of the same
transactions or occurrences as alleged in this Complaint was previously filed in Kent
County Circuit Court. The matter is no longer pending. The docket number
assigned to the Petition was 24-09678-CP, and the presiding judge was Hon. J.
Joseph Rossi.*

COMPLAINT

Plaintiff, the People of the State of Michigan, through Assistant Attorneys
General Basil J. K. Williams and Christopher L. Kerr, states the following for its

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. Under the Michigan Consumer Protection Act, MCL 445.901 *et seq.*, the Attorney General is authorized to seek injunctive relief, civil fines, and damages on behalf of injured consumers against entities or persons that engage in unfair, deceptive, or unconscionable business practices.

2. Defendant Triple Circle, LLC (Triple Circle) is a Michigan limited liability company. During the relevant time period, Triple Circle had the assumed name of "Generator Supercenter of Grand Rapids" and used a physical address of 4284 Plainfield Ave. NE, Grand Rapids, MI 49525.

3. Defendant Double Circle, LLC (Double Circle) is a Michigan limited liability company. During the relevant time period, Double Circle had the assumed name of "Generator Supercenter of Detroit" and used a physical address of 53115 Grand River Ave., New Hudson, MI 48165.

4. Defendant Goodrich Enterprise, LLC (Goodrich Enterprise) is a Michigan limited liability company. Goodrich Enterprise's registered office address is 53115 Grand River Ave., New Hudson, MI 48165.

5. During the relevant time period, Defendant Brad Scott (Scott) owned and operated Defendants Triple Circle, Double Circle, and Goodrich Enterprise. As of the date of this Complaint, he still owns all three entities. On information and belief, Scott is a resident of Brighton, Michigan.

6. This Court has jurisdiction over this matter. See Const 1963, art 6, § 13; MCL 445.905(1), 600.605.

7. Venue is proper in this Court. Defendants conducted business in Kent County and consumers were injured in Kent County because of Defendants' conduct.

II. Factual Allegations

Defendants' Generator Supercenter Franchises

8. In December 2020, Defendants Brad Scott and Goodrich Enterprise entered into franchise agreements with Generator Supercenter Franchising, LLC (GSC Franchising) to operate two Generator Supercenter franchises in Michigan and sell home generators to Michigan consumers. Scott personally guaranteed all obligations under the franchise agreements.

9. Scott used at least two entities to operate the Generator Supercenter franchises.

10. One entity, Defendant Triple Circle, was associated with a store in Grand Rapids, Michigan. That store was called "Generator Supercenter of Grand Rapids."

11. The other entity, Defendant Double Circle, was associated with a store in New Hudson, Michigan. That store was called “Generator Supercenter of Detroit.”

Defendants’ Failure to Deliver Generators or Refund Deposits

12. When Michigan consumers ordered generators from Defendants, they paid deposits before the generators were delivered and installed. The deposits were typically thousands of dollars.

13. By early 2023, Defendants’ franchises were struggling financially, and Scott knew it. In fact, the franchises’ financial troubles were caused in part by Scott’s use of the franchises’ business revenue for personal purchases.

14. Even when Scott knew that the closure of his franchises was imminent, Defendants continued accepting deposits for generators from Michigan consumers.

15. In March 2024, GSC Franchising sent notices to Defendants that they had breached several provisions of the franchise agreements and that GSC Franchising could terminate the agreements if Defendants did not cure their violations.

16. Defendants did not cure their violations of the franchise agreements.

17. GSC Franchising terminated the franchise agreements in April 2024.

18. At the time the franchises closed, numerous Michigan consumers who had paid deposits on generators had not received their generators.

19. Following the closures of the franchises, Defendants failed either to deliver generators to Michigan consumers who had paid deposits or to refund their deposits.

20. For example, Joanne [REDACTED] a Kent County resident, paid Generator Supercenter of Grand Rapids a \$6,735 deposit on a generator in February 2024. ([REDACTED] Aff, Ex A, ¶¶ 1, 4.) She chose Generator Supercenter of Grand Rapids in part because the store had partnered with Costco and she would receive a discount through Costco's rebate program. (*Id.* ¶ 2.) Defendants delayed the installation date twice and ultimately cancelled it. (*Id.* ¶ 7.) Ms. [REDACTED] was unable to obtain a refund from Generator Supercenter of Grand Rapids. (*Id.* ¶ 8.) She eventually received a refund from Costco. (*Id.* ¶¶ 9–16.)

21. Stephen [REDACTED] another Kent County resident, faced a similar situation. In February 2024, Mr. [REDACTED] paid a \$2,500 deposit to Generator Supercenter of Grand Rapids. ([REDACTED] Aff, Ex B, ¶ 4.) Generator Supercenter of Detroit cashed his check. (*Id.*) On April 24, 2024, a representative of Defendants notified Mr. [REDACTED] that his installation was scheduled for May 2, 2024, but no one showed up for the installation. (*Id.* ¶¶ 5–6.) Mr. [REDACTED] later learned that Generator Supercenter of Grand Rapids had closed. (*Id.* ¶ 6.) As of the date of this Complaint, Mr. [REDACTED] has been unable to obtain a refund of his deposit.

22. Likewise, Gloria [REDACTED] paid a deposit of \$5,000 to Generator Supercenter of Detroit. (See Ex C, p 1.) She was informed that her installation date would be May 15, 2024. (*Id.*) She later learned that the company had shut

down. (*Id.*) As of the date of this Complaint, Ms. [REDACTED] has been unable to get a refund of her deposit.

23. Numerous other Michigan consumers, like Ms. [REDACTED], Mr. [REDACTED] and Ms. [REDACTED] paid deposits to Defendants for generators but did not receive their generators or refunds of their deposits from Defendants.

24. Several consumers who paid deposits to Defendants complained to GSC Franchising that their generators were never installed.

25. Defendants also failed to refund deposits when consumers cancelled their orders, even after promising they would provide refunds. For example, after paying a deposit of over \$1,000, Terry [REDACTED] a Kent County resident, cancelled his order. [REDACTED] Aff, Ex D, ¶ 4.) A representative of Defendants told Mr. [REDACTED] that he would receive a refund (*id.* ¶ 5), but as of the date of this Complaint, Defendants have not refunded Mr. [REDACTED].

26. On June 12, 2024, the media outlet WZZM-TV ran a story about several consumers in the Grand Rapids area who paid large deposits to Generator Supercenter of Grand Rapids. According to the story, the store closed and consumers who paid deposits could not obtain their generators, refunds, or even answers to their calls. See Nathan Lee, *Michigan generator company leaves customers waiting for thousands of dollars in refunds*, WZZM-TV (June 12, 2024), <<https://www.wzzm13.com/article/news/local/generator-supercenter-owes-customers-thousands-refunds/69-81d78ee6-635b-4360-b29b-1d25f306d9ae>> (last accessed Sept. 4, 2026).

27. The “Generator Supercenter of Grand Rapids” and “Generator Supercenter of Detroit” stores are no longer owned and operated by Scott. GSC Franchising, which is based in Tomball, Texas, now operates Generator Supercenter of Detroit. On information and belief, GSC Franchising plans to resume operating Generator Supercenter of Grand Rapids and currently routes calls to that store’s phone number to Generator Supercenter of Detroit.

28. As of the date of this Complaint, Scott still owns Defendants Goodrich Enterprise, LLC, Triple Circle, LLC, and Double Circle, LLC.

Procedural History

29. On September 30, 2024, this Court authorized a formal investigation by the Attorney General of the business practices described above. Under this authority, the Attorney General issued subpoenas to several entities, including GSC Franchising, and obtained testimony from Scott.

30. On January 6, 2026, the Attorney General sent Defendants a Notice of Intended Action pursuant to MCL 445.905(2).

31. The Attorney General now brings this lawsuit to protect Michigan consumers.

32. As the Michigan Consumer Protection Act makes clear, Michigan has an interest in protecting consumers across the State from unfair and deceptive trade practices. Defendants engaged in methods, acts, and practices causing economic harm to numerous Michigan consumers in multiple counties. Those

consumers sought nothing more than the comfort of knowing they could keep the lights on and their heat or air conditioning running in the event of a power outage.

33. The Attorney General also has an interest in ensuring that those afforded the privilege of conducting business through limited liability companies in Michigan do not abuse that privilege and the public trust that comes with it. Defendant Scott treated the entities he created as mere instrumentalities, using business revenue received from consumers to fund his desired lifestyle.

III. Causes of Action

COUNT I: VIOLATIONS OF MICHIGAN CONSUMER PROTECTION ACT

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

35. Defendants accepted deposits from Michigan consumers for generators even after knowing that Defendants' franchises were failing; failed either to deliver generators to Michigan consumers who paid deposits or to provide refunds of those consumers' deposits; and failed to provide refunds of deposits to consumers who cancelled their orders for generators.

36. Defendant Brad Scott used Defendants' business revenue, including from Michigan consumers' deposits on generators, for personal purchases.

37. Defendants thus engaged in at least the following "[u]nfair, unconscionable, or deceptive" business practices prohibited by Section 3 of the Michigan Consumer Protection Act:

- “(g) Advertising or representing goods or services with intent not to dispose of those goods or services as advertised or represented.”
- “(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”
- “(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)(g), (n), (q), (u), (y).

38. Defendants engaged in this misconduct in their dealings with Ms.

██████, Mr. ██████, Ms. ██████, and Mr. ██████

39. On information and belief, Defendants engaged in similar misconduct with numerous other Michigan consumers in multiple counties.

40. The Attorney General thus seeks money damages for Mr. ██████ Ms.

██████, Mr. ██████ and all similarly situated Michigan consumers. Because

Defendants' misconduct was persistent and knowing, the Attorney General also seeks civil fines. See MCL 445.905(1).

COUNT II: CONVERSION

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

42. Defendants accepted deposits from Michigan consumers for generators even after knowing that Defendants' franchises were failing; failed either to deliver generators to Michigan consumers who paid deposits or to provide refunds of those consumers' deposits; and failed to provide refunds of deposits to consumers who cancelled their orders for generators.

43. Defendant Brad Scott used Defendants' business revenue, including from Michigan consumers' deposits on generators, for personal purchases.

44. Defendants thus engaged in conversion by wrongfully exerting dominion over Michigan consumers' personal property in a manner inconsistent with their property rights.

45. Defendants also engaged in conversion by (a) stealing or embezzling property or converting property to their own use or (b) receiving, possessing, concealing, or aiding in the concealment of stolen, embezzled, or converted property while knowing that the property was stolen, embezzled, or converted. See MCL 600.2919a(1).

46. Defendants engaged in this misconduct in their dealings with Ms.

██████ Mr. ██████ Ms. ██████ and Mr. ██████

47. On information and belief, Defendants engaged in similar misconduct with numerous other Michigan consumers in multiple counties.

48. The Attorney General brings this claim in parens patriae on behalf of the above-named consumers and all similarly situated consumers, and seeks treble money damages for all such consumers.

COUNT III: UNJUST ENRICHMENT

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

50. Defendants accepted deposits from Michigan consumers for generators even after knowing that Defendants' franchises were failing; failed either to deliver generators to Michigan consumers who paid deposits or to provide refunds of those consumers' deposits; and failed to provide refunds of deposits to consumers who cancelled their orders for generators.

51. Defendant Brad Scott used Defendants' business revenue, including from Michigan consumers' deposits on generators, for personal purchases.

52. Defendants were thus unjustly enriched by receiving benefits from Michigan consumers, resulting in inequities to those consumers.

53. Defendants engaged in this misconduct in their dealings with Ms. [REDACTED], Mr. [REDACTED], Ms. [REDACTED] and Mr. [REDACTED].

54. On information and belief, Defendants engaged in similar misconduct with numerous other Michigan consumers in multiple counties.

55. The Attorney General brings this claim in parens patriae on behalf of the above-named consumers and all similarly situated consumers, and seeks restitution for all such consumers.

RELIEF REQUESTED

Based upon the above allegations, the Attorney General respectfully requests that this Court grant the following relief:

- A. Money damages and restitution to Stephen [REDACTED], Gloria [REDACTED], Terry [REDACTED] and all similarly situated Michigan consumers;
- B. Civil fines for Defendants' persistent and knowing violations of the Michigan Consumer Protection Act;
- C. Preliminary and permanent injunctive relief preventing Defendants from operating or engaging in any Michigan business that involves the receipt of deposits for goods or services to be provided at a later date; and
- D. Such other relief as this Court may deem just and proper.

Respectfully submitted,



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Dated: September 8, 2026

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