

STATE OF MICHIGAN  
IN THE 9TH JUDICIAL CIRCUIT COURT FOR THE COURT OF KALAMAZOO

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

Case No. 23-0543-CP

Plaintiff,

HON. CURTIS J. BELL

v

ROMAN CHOUMELISKI and 24/7 AD  
CLEANING, LLC d/b/a AMERICAN AIR  
MAVERICKS,

Defendants.

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Darrin F. Fowler (P53464)  
Assistant Attorney General  
Attorney for Plaintiff  
Michigan Department of Attorney General  
Corporate Oversight Division  
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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 Defendants Roman Choumeliski and 24/7 Ad Cleaning, LLC, d/b/a American Air Mavericks. The Attorney General and Defendants shall be collectively referred to in this Agreement as the Parties. It is the desire of the Parties to enter into this Agreement to resolve all claims and defenses 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 Defendants on October 23, 2023. In the Lawsuit, the Attorney General alleges violations of the Michigan Limited Liability Company Act and the Michigan Consumer Protection Act. The Attorney General sought through the Lawsuit the dissolution of American Air Mavericks, an injunction related to Roman Choumeliski's future conduct, and the imposition of civil fines.
2. Defendants deny the allegations in the Lawsuit, and their willingness to enter into this Agreement shall not be considered an admission for the purposes of any future litigation or proceeding.
3. The Parties desire, through this Agreement, to resolve and settle the Lawsuit 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 document, except as stated within the document itself.
4. Defendants agree to dissolution of American Air Mavericks and to the injunctive terms sought through the Lawsuit. Within three days of the Effective Date of this Agreement, counsel for the Parties shall add their signatures to the stipulated order included as **Attachment A**. Counsel

for the Attorney General shall be responsible for filing it with the Court for entry. Defendants agree that American Air Mavericks will not transact any business aimed at marketing or obtaining new customers from the Effective Date of this Agreement through entry of the stipulated order anticipated by this paragraph. Nothing shall prevent American Air Mavericks from making refunds to consumers during this period.

5. Defendant Choumeliski shall pay \$10,000 to the Attorney General. This sum shall be paid in the form of six cashier checks, money orders, or checks from the LaRene & Kriger, PLC IOLTA account, each in the amount of \$1,666.67 with the exception of the last payment which shall be in the amount of \$1,666.65 made payable to the State of Michigan. These installment payments shall be due on December 15, 2023; January 15, 2024; February 15, March 15, 2024; 2024; April 15, 2024, and May 15, 2024. These payments shall be mailed to counsel for the Attorney General using the address contained in the above caption. If any of these payments are late, the Attorney General shall notify counsel for Defendant Choumeliski either by electronic mail at [mkriger@sbcglobal.net](mailto:mkriger@sbcglobal.net) or by certified mail at 645 Griswold, Suite 1717, Detroit, MI 48226, and if Defendant Choumeliski fails to make the payment within 7 days of said notification, he shall pay \$50 as liquidated damages for additional efforts undertaken by the

Attorney General to secure payment for a delay of up to twenty-one days. Should a payment be more than twenty-one days late, Defendant Choumeliski agrees to compensate the Attorney General for all costs and attorney fees associated with the Attorney General's efforts to secure payment.

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. 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.
8. 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.

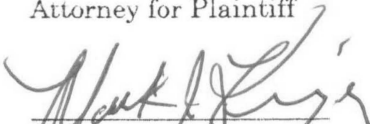
9. This Settlement Agreement may be executed in counterparts and each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures on this Settlement Agreement may be communicated by facsimile transmission or by email. Signed facsimile or email copies of this Settlement 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.

**ACKNOWLEDGED AND AGREED:**

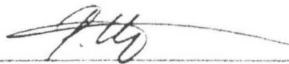


Darrin F. Fowler (P53464)  
Attorney for Plaintiff

Dated: November 28, 2023

  
Mark J. Kriger (P30298)  
Attorney for Defendants

Dated: November 22, 2023



Roman Choumeliski on  
behalf of himself and  
24/7 AD Cleaning, LLC  
d/b/a American Air Mavericks

Dated: November 22, 2023