

STATE OF MICHIGAN  
DEPARTMENT OF ATTORNEY GENERAL



P.O. Box 30736  
LANSING, MICHIGAN 48909

DANA NESSEL  
ATTORNEY GENERAL

June 20, 2024

Attention: Tracy Smith  
Ingham County 30<sup>th</sup> Judicial Circuit Court  
313 W. Kalamazoo Street  
Lansing, MI 48901-7971

Re: *Dana Nessel, Attorney General of the State of Michigan, ex rel The People of the State of Michigan v Ecoshield Pest Solutions Detroit, LLC;*  
Case No. 24-230-CP; Wanda M. Stokes

Dear Mr. Smith:

Enclosed, please find two copies of an Assurance of Voluntary Compliance and Discontinuance (AVC) for filing in the above-referenced matter. All AVCs are filed pursuant to MCR 445.906(2) (attached). Could you please send us one file-stamped true copy of the AVC in the enclosed envelope?

Thank you for your attention to this matter. Please do not hesitate to contact me if you have any questions.

Sincerely,

*Katherine J. Bennett*

Katherine J. Bennett (P75913)  
Assistant Attorney General  
Corporate Oversight Division  
(517) 335-7632

KJB/aeb

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

**445.906 Assurance of discontinuance of method, act, or practice.**

Sec. 6. (1) When the attorney general has authority to institute an action or proceeding pursuant to section 5, he may accept an assurance of discontinuance of a method, act, or practice which is alleged to be unlawful under section 3 from the person who is alleged to have engaged, be engaging, or be about to engage in the method, act, or practice. The assurance shall not constitute an admission of guilt nor be introduced in any other proceeding. The assurance may include a stipulation for any or all of the following:

- (a) The voluntary payment by the person for the costs of investigation.
- (b) An amount to be held in escrow pending the outcome of an action.
- (c) An amount for restitution to an aggrieved person.

(2) An assurance of discontinuance shall be in writing and may be filed with the circuit court of Ingham county. The clerk of the court shall maintain a record of the filings. Unless rescinded by the parties or voided by a court for good cause, the assurance may be enforced in the circuit court by the parties to the assurance. The assurance may be modified by the parties or by a court for good cause.

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

STATE OF MICHIGAN  
IN THE 30TH 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,

Petitioner,

v

ECOSHIELD PEST SOLUTIONS DETROIT,  
LLC,  
Respondent.

Case No. 24-230-CP

HON. WANDA M. STOKES

---

Katherine J. Bennett (P75913)  
Assistant Attorney General  
Michigan Dep't of Attorney General  
Corporate Oversight Division  
P.O. Box 30736  
Lansing, MI 48909  
(517) 335-7632  
[Bennettk1@michigan.gov](mailto:Bennettk1@michigan.gov)

Alex LaCroix  
Ari Hoffman  
Attorneys at Law  
Lewis Roca Rothgerber Christie  
LLP  
201 E Washington St STE 1200  
Phoenix, AZ 85004-2595  
602-262-5311  
[ALaCroix@lewisroca.com](mailto:ALaCroix@lewisroca.com)  
[AHoffman@lewisroca.com](mailto:AHoffman@lewisroca.com)

---

**ASSURANCE OF VOLUNTARY COMPLIANCE**

Dana Nessel, Attorney General of the State of Michigan, on behalf of the State of Michigan (Petitioner) and EcoShield Pest Solutions Detroit, LLC (Respondent) hereby execute and agree to be bound by this Assurance of Voluntary Compliance and Discontinuance. This Assurance concerns the resolution of alleged violations of the Michigan Home Solicitation Sales Act, MCL 445.111 *et seq.* (HSSA) and the Michigan Consumer Protection Act, MCL 445.901 *et seq.* (MCPA).

Based on the foregoing, the Parties agree as follows:

**Definitions**

1.1 “Assurance” means this Assurance of Voluntary Compliance and Discontinuance.

1.2 “COD” means the Michigan Department of Attorney General, Corporate Oversight Division.

1.3 “Parties” means COD and Respondent, collectively.

1.4 “Respondent” refers to EcoShield Pest Solutions Detroit, LLC whether doing business under any other assumed name or acting through its principals, employees, contractors, or any other business entity.

1.5 All other terms shall have the meaning specifically defined in the MCPA.

**Background**

2.1 Respondent is a foreign limited liability company created under the laws of Arizona. It is registered with the State of Michigan and operates throughout Michigan.

2.2 After receiving consumer complaints, COD alleged that Respondent’s 2023 contracts with Michigan consumers contained language contrary to the HSSA—the law governing these home solicitations. COD alleged that Respondent’s 2023 contracts attempted to force consumers to waive their right to cancel within three days under MCL 445.112(1) as well as their right to a refund for the cost of initial services in the event of a timely cancellation under MCL 445.114(1). COD

also noted that the 2023 contracts did not include the required notice of cancellation rights in violation of MCL 445.113.

2.3 Violations of the HSSA are unfair, unconscionable or deceptive business practices under the MCPA. MCL 445.903(1)(gg).

2.4 COD sent Respondent a Notice of Intended Action on April 22, 2024. Respondent timely responded on April 30, 2024, and provided its proposed 2024 contract, which did not contain the language and/or construction that gave rise to the alleged violations of the HSSA and MCPA identified in Paragraph 2.2.

2.5 Respondent is offering this Assurance to avoid the time and expense of litigating COD's concerns. This Assurance, and Petitioner's acceptance of it, does not constitute an admission of wrongdoing by Respondent.

2.6 In entering into this Assurance, the mutual objective of the Parties is to resolve, without litigation, Petitioner's potential claims under the HSSA and MCPA for preliminary and permanent injunctive relief, as well as potential claims for payment of damages and reimbursement of Petitioner's costs and expenses related to Petitioner's enforcement action. The entry into this Agreement by Respondent is not an admission of liability with respect to any issue addressed in this Agreement, nor is it an admission of any factual allegations or legal conclusions stated or implied herein.

### **Jurisdiction**

3.1 The Department of Attorney General (the Department) has jurisdiction over the subject matter of this Assurance pursuant to MCL 445.905 and 445.910.

Respondent waives all objections and defenses that it may have as to the jurisdiction of the Department over the matters covered by this Assurance.

### **Parties Bound**

4.1 This Assurance binds Respondent, whether acting through associates, owners, principals, officers, directors, employees, representatives, successors or assigns, or through any subsidiary, corporation, assumed name or business entity. Respondent is responsible for compliance with the terms of this Assurance, and must ensure that all of Respondent's employees, agents and representatives comply with the terms of this Assurance.

4.2 This Assurance only binds Respondent's activities or conduct within the State of Michigan or otherwise affecting Michigan consumers.

### **Implementation of Compliance Measures**

5.1 Respondent represents it has ceased and desisted from utilizing its 2023 contracts, which were alleged to have violated the HSSA and the MCPA.

5.2 Respondent is utilizing and will continue to utilize revised contract language in its 2024 contracts that COD deems compliant with the law, to the extent that it addresses the concerns described in COD's Notice of Intended Action. COD does not, however, endorse or otherwise give wholesale approval of Respondent's template contract. In entering this Assurance Agreement, the Attorney General has relied upon Respondent's representations that it has ceased using the 2023 contract form in favor of the version described in this section as of April 30, 2024.

5.3 Respondent will comply with the HSSA and MCPA moving forward.

### **Financial Obligations**

6.1 Respondent will refund in full any consumers who contact COD by December 31, 2024, with proof that they have attempted to exercise their contract cancellation rights under the HSSA but were denied cancellation and/or refund. Such payment shall be paid to each consumer within one month (30 days) after COD provides Respondent with written notice of the consumer's claim.

6.2 If Respondent is late in making the above refund payments, COD shall notify Respondent at [tscadmin@theshieldco.com](mailto:tscadmin@theshieldco.com) and copy counsel for Respondent via electronic mail at [ALaCroix@lewisroca.com](mailto:ALaCroix@lewisroca.com) and [AHoffman@lewisroca.com](mailto:AHoffman@lewisroca.com). If Respondent fails to make the refund payments within 7 days of said notification, it agrees to pay a \$50 late fee to Petitioner for additional efforts undertaken by the Petitioner to secure payment for a delay of up to twenty-one days. Should a payment be more than twenty-one days late, Respondent agrees to compensate Petitioner for all costs and attorney fees associated with Petitioner's efforts to secure payment.

6.3 If a late fee is required under paragraph 6.2, it shall be paid by a check payable to the "State of Michigan." The payment shall be sent to Katherine J. Bennett, Assistant Attorney General, Corporate Oversight Division, P.O. Box 30736, Lansing, MI 48909.

6.4 All payments to consumers required by this Assurance shall be made directly by Respondent by sending a check payable to each consumer. These

payments shall be sent via the United States Postal Service in an envelope clearly identifying the sender as EcoShield Pest Solutions. COD will provide Respondent contact information for each consumer. Respondent will provide COD with a copy of each check provided to consumers. To the extent any of these payments are returned to Respondent because the recipient is no longer at the address disclosed or is deceased, Respondent shall immediately notify COD in writing of the return of such checks. It shall then be up to COD to identify an appropriate address and/or heir to receive the payment and notify Respondent's counsel of such information.

6.5 If Respondent fails to comply with these measures, COD may either commence a formal investigation under the MCPA pursuant to MCL 445.907 or file a lawsuit pursuant to MCL 445.905 and MCL 445.910.

## **Release**

7.1 Upon the Effective Date, COD hereby releases and discharges Respondent and any of its parent entities, affiliates, subsidiaries, predecessors, successors or assigns, and each and all of its past or present officers, directors, associates, shareholders, controlling persons, representatives, employees, attorneys, counselors, advisors, or agents, from any and all civil or administrative claims, demands, rights, actions, causes of action, and liabilities, arising out of, in connection with or in relation to any of the conduct, statements, business practices and other matters covered by this Assurance. Nothing herein shall be construed as a waiver or release of claims asserted or that may be asserted by individual



consumers, or other divisions of the Attorney General's office, or other state or federal agencies.

### **General Provisions**

8.1 This Assurance is binding upon, inures to the benefit of, and applies to the Parties and their successors-in-interest. This Assurance does not bind any Division of the Michigan Department of Attorney General other than COD, or other agencies, boards, commissions, or offices of the State of Michigan.

8.2 This Assurance does not create any private right or cause of action to any third party.

8.3 This Assurance does not constitute an approval by Petitioner of any of Respondent's business practices, and Respondent must not make any representation to the contrary. However, Respondent may represent that Respondent is utilizing revised contract language in its 2024 contracts that COD deems compliant with the law, to the extent that it addresses the concerns described in COD's Notice of Intended Action.

8.4 No modification of this Assurance is valid unless in writing and signed by all Parties.

8.5 Within seven business days of the Effective Date of this Assurance, COD will file a copy of this Assurance with the Ingham County Circuit Court, as described in MCL 445.906(2).

8.6 Unless a temporary restraining order is sought, COD will make reasonable efforts to provide written notice if COD believes Respondent to be in

noncompliance with any provision of this Assurance, setting forth the basis for such belief.

### **Signatories, Execution in Counterparts, and Electronic Signatures**

9.1 Each undersigned individual represents and warrants that he or she is fully authorized by the Party he or she represents to enter this Assurance and to legally bind such Party to the terms and conditions of this Assurance.

9.2 This Assurance may be executed in counterparts, each of which is deemed an original hereof, but which together constitute one and the same instrument and agreement, and that facsimile or electronically transmitted signatures may be submitted in connection with this Assurance and are binding on that Party to the same extent as an original signature.

### **Effective Date**

10.1 The effective date of this Assurance is the date upon which the COD representative signs this Assurance.

[This space left intentionally blank; Signature Page follows]

**Dana Nessel, Attorney General,  
on behalf of the People of the  
State of Michigan**

Dated: June 20, 2024

By: \_\_\_\_\_

*Katherine J. Bennett*

Katherine J. Bennett (P75913)  
Assistant Attorney General  
Michigan Dep't of Attorney General  
Corporate Oversight Division  
P.O. Box 30736  
Lansing, MI 48909  
(517) 335-7632  
Bennettk1@michigan.gov

**EcoShield Pest Solutions Detroit,  
LLC  
("Respondent")**

Dated: 6/19/2024

By: \_\_\_\_\_

*Ari Hoffman*

Alex LaCroix  
Ari Hoffman  
Attorneys at Law  
Lewis Roca Rothgerber Christie LLP  
201 E Washington St STE 1200  
Phoenix, AZ 85004-2595  
602-262-5311  
[ALaCroix@lewisroca.com](mailto:ALaCroix@lewisroca.com)  
[AHoffman@lewisroca.com](mailto:AHoffman@lewisroca.com)