

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

PAIGE HARKEMA a/k/a ABBY
STRATISKII,

Respondent.

No. 25- 450 -CP

HON.

HON. MORGAN E. COLE

Katherine J. Bennett (P75913)
Assistant Attorney General
Michigan Dep't of Attorney General
Corporate Oversight Division
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30TH CIRCUIT COURT

ASSURANCE OF VOLUNTARY COMPLIANCE

Dana Nessel, Attorney General of the State of Michigan, on behalf of the State of Michigan (Petitioner) and Paige Harkema (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 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 Paige Harkema whether doing business under any other assumed name or acting through her 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 resident of Oshtemo Township, Michigan.

2.2 In June 2024, after reviewing a complaint alleging that an unknown person had falsified veterinarian records from a clinic located in Plainwell, Michigan, COD conducted an informal investigation. Through that informal investigation, COD determined that there was probable cause to believe that a person operating under the alias Abby Stratiskii had engaged in unfair trade practices made unlawful by the MCPA when she provided the falsified records in question to a Michigan consumer in connection with the sale of a dog named Toby.

2.3 As a result, on September 10, 2024, COD filed an *Ex Parte* Petition for Civil Investigative Subpoenas as described in the MCPA at MCL 445.907. The

purpose of the petition was to initiate a formal investigation to uncover Abby Stratiskii's true identity.

2.4 After reviewing the petition, Judge Curtis J. Bell issued an Order Authorizing Issuance of Civil Investigative Subpoenas on September 19, 2024.

2.5 Shortly thereafter, COD issued subpoenas and, through the responses to those subpoenas, identified Respondent as Abby Stratiskii's true identity. COD then served a subpoena for investigative testimony on Respondent, which was taken on December 4, 2024.

2.6 Respondent is offering this Assurance to avoid the time and expense of litigating COD's concerns.

2.7 In entering into this Assurance, the mutual objective of the Parties is to resolve, without litigation, Petitioner's potential claims under the 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.

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.

Implementation of Compliance Measures

5.1 Respondent represents she has ceased and desisted from engaging in any unfair or deceptive business practices in the State of Michigan. Respondent will comply with the MCPA going forward.

5.2 Respondent will never again falsify veterinarian records.

5.3 Respondent will never again post animals for sale or adoption on the website www.rescueme.org.

5.4 Respondent will never again use an alias or pseudonym when selling goods or services to Michigan consumers.

5.5 Respondent will not sell or offer for private adoption any companion animal for a period of ten years from the Effective Date of this Assurance. If any of Respondent's pets need a new home during this period, she will surrender them to a local shelter or animal control and provide COD notice of the new owner's contact information within ten days of the surrender.

5.6 Any notice required under paragraph 5.5 may be made by mail to Katherine J. Bennett, Assistant Attorney General, Corporate Oversight Division, P.O. Box 30736, Lansing, MI 48909.

Financial Obligations

6.1 Respondent will pay \$2000 to resolve the dispute between the Parties. This Amount shall be paid to COD in two installments.

Payment Amount	Due Date
\$1000	February 1, 2025
\$1000	March 1, 2025

6.2 If Respondent is late in making the above payments, COD shall notify Respondent, care of attorney Devin Loker, at DLoker@veritaslawgroup.net or via mail at 107 W. Michigan Ave. Suite 500, Kalamazoo, MI 49007. If Respondent fails to make the payment within 7 days of said notification, she 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 COD will use the payments to compensate affected consumers identified through the course of the investigation and consumers who submit substantiated complaints after the Effective Date of this Assurance. Respondent may not challenge the amount or appropriateness of the consumer distributions. Distributions will stop when the funds received from Respondent are exhausted or six months after the final payment is received, whichever occurs first. If any of the

funds remain six months after the final payment is received, they shall be retained by the Attorney General to compensate taxpayers for the costs associated with the investigation.

6.4 All payments required via this Section 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.

Release

7.1 Upon the Effective Date, COD hereby releases and discharges Respondent from any and all civil or administrative or other 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.

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.

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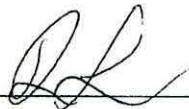
**Dana Nessel, Attorney General, on
behalf of the People of the State of
Michigan**

Dated: 01/21/2025 By: Katherine J. Bennett

Katherine J. Bennett (P75913)
Assistant Attorney General
Corporate Oversight Division
P.O. Box 30736
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(517) 335-7632
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Devin Loker ("Attorney for Respondent")

Dated: 1/21/25 By:



Devin Loker (P79694)
Attorney at Law
Veritas Law Group
107 W Michigan Ave. suite 500
Kalamazoo, MI 49007
(269)760-7507

Paige Harkema ("Respondent")

Dated: 01/21/25 By:



Paige Harkema, Respondent