

CONSUMER PROTECTION DIVISION  
OFFICE OF THE ATTORNEY GENERAL  
STATE OF MARYLAND  
200 St. Paul Place, 16<sup>th</sup> Floor  
Baltimore, Maryland 21202,

Proponent,

v.

MICHAEL BUELL trading as,  
Residential Lawn & Landscape, LLC  
235 Ellerslie Court  
Abingdon, MD 21009,

Respondent.

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IN THE  
CONSUMER PROTECTION  
DIVISION  
OFFICE OF THE  
ATTORNEY GENERAL

CPD Case No.: 24-002-372312

~~Office of the Attorney General~~  
Consumer Protection Division

**FILED**

FEB 1 2024

ADMINISTRATIVE HEARING PROCESS

**STATEMENT OF CHARGES**

1. The Office of the Attorney General, Consumer Protection Division, institutes this proceeding to enjoin Respondent Michael Buell from engaging in unfair and deceptive trade practices in the course of offering and selling consumer lawn and landscaping goods and services, and to obtain relief for consumers harmed by these unfair and deceptive trade practices.

2. The Respondent engaged in a pattern and practice of entering into contracts with consumers to provide lawn and landscaping goods and services and then failing to commence or complete the promised work. When confronted by consumers, the Respondent ignored or denied their requests to either provide the promised goods and services or refund their payments.

3. Selling consumer goods and services without intent or ability to provide the goods and services, failing to provide promised goods or services, and failing to return refunds owed to consumers, are all unfair and deceptive trade practices that violate the Maryland Consumer Protection Act.

## **PARTIES**

4. Proponent in this proceeding is the Consumer Protection Division of the Office of the Attorney General of Maryland (the “Division”). This proceeding is brought by the Division to redress past violations and to prevent future violations of Maryland’s Consumer Protection Act, Md. Code Ann., Com. Law §§ 13-101 through 13-501 (“CPA”).

5. Michael Buell is the owner and operator of a business known as Residential Lawn & Landscape, LLC. Although Residential Lawn and Landscape, LLC (“Residential Lawn”) was formerly a Maryland corporation, it has twice forfeited its charter, most recently on October 13, 2017, and has not been in good standing with the Maryland Department of Assessments and Taxation since that time.<sup>1</sup> Respondent Buell has continued to offer and sell residential lawn and landscaping goods and services in the name of his now-defunct company, Residential Lawn & Landscaping, LLC, notwithstanding its lack of corporate existence.

## **STATEMENT OF FACTS**

6. The Respondent, trading under the name Residential Lawn & Landscaping, LLC, offers and sells consumers lawn and landscaping goods and services.

7. The lawn and landscaping goods and services that the Respondent offers and sells to consumers are primarily for personal, household, or family uses.

8. The Respondent repeatedly entered into contracts with consumers promising to provide various lawn and landscaping goods and services, including lawn mowing and edging, tree and bush trimming, weed whacking, and snow and leaf removal.

9. The Respondent’s practice was to collect full payments from consumers before the lawn mowing, leaf removal, and snow removal seasons started. The Respondent regularly

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<sup>1</sup> While Residential Lawn appeared to later pay back taxes through 2021, it never filed the requisite Articles of Reinstatement.

charged \$240 for a full season of lawn mowing, advertising that it was \$10 per cut from mid-April through mid-October. The Respondent offered a \$205 “early bird” purchase for the season to some consumers.

10. The Respondent’s lawn mowing season usually started in mid-April and went through the first or second week of October. At \$240 for the season and \$10 per cut, consumers should have received 24 visits from the Respondent during the season.

11. From on or about April of 2020 until November of 2022, the Respondent, after collecting full seasonal payments from consumers, either never commenced providing the promised lawn and landscaping goods and services, commenced providing the promised work but came out so infrequently that consumers were left with overgrown lawns, or commenced providing the promised work but abandoned the contracted-for work prior to the end of the season.

12. Consumers routinely made multiple attempts to contact the Respondent to request that he complete the agreed upon work or refund their payments, to no avail. The Respondent either provided consumers with false excuses for his failure to perform, engaged in rude and abusive communications with the consumers, or entirely ignored consumers’ calls, text messages, and emails.

13. The Respondent also took unauthorized second payments from some consumers’ financial accounts for already-purchased services and failed to reimburse consumers for these double charges.

14. On or about May 11, 2022, the Respondent sent an email to his customers informing them that Residential Lawn would no longer be operating in any county other than Harford County. The Respondent also stated in his email that Residential Lawn would not be issuing refunds to customers living outside of Harford County who had prepaid for the season.

Instead, the Respondent stated that he would be issuing “vouchers” to these consumers for service he would provide the following year.

15. Despite the Respondent’s failing to provide goods and services to many consumers in the spring and summer of 2022, the Respondent continued to advertise fall leaf removal services to consumers for the fall of 2022.

16. The Respondent ceased operating his business in late 2022 and has no intention of providing consumers with the lawn and landscaping goods and services that he sold them.

17. The Respondent promised refunds to some consumers who paid him for goods and services that were not provided, but then failed to pay the promised refunds.

18. The Respondent collected tens of thousands of dollars in payments from consumers for work he never performed.

19. The Respondent’s false and misleading representations to consumers, both implicit and explicit, regarding his willingness or ability to provide home lawn and landscaping goods and services, and his promises to refund consumers’ payments, had the capacity, tendency, or effect of misleading consumers and, in fact, have misled consumers.

20. The Respondent’s unwillingness and/or inability to provide the lawn and landscaping goods and services he sold to consumers, and his refusal to inform consumers that he was unable to pay them refunds, are material facts that, if known to consumers, would likely have impacted consumers’ decisions regarding whether to hire the Respondent. The Respondent’s failure to disclose these facts tended to deceive and, in fact, did deceive consumers.

21. The Respondent’s misrepresentations and omissions of material of facts regarding his failure to provide promised lawn and landscaping goods and services and his refusal to provide refunds owed to consumers caused substantial injuries to consumers both financially and

by depriving them of purchased goods and services. Consumers could not reasonably avoid the injuries caused by the Respondent, who misrepresented to consumers that he would provide the promised lawn and landscaping goods and services.

### **VIOLATIONS OF THE CONSUMER PROTECTION ACT**

22. The Division incorporates paragraphs 1 through 21 as if they were fully alleged herein.

23. The Respondent's practices, as set forth above, constitute unfair and deceptive trade practices in the sale and offer for sale of consumer goods and services that violate the Consumer Protection Act.

24. The lawn and landscaping goods and services that the Respondent offered and sold to consumers are consumer goods services pursuant to § 13-101(d)(1) of the CPA because they are used for personal, family, or household purposes.

25. The Respondent acted as a merchant as defined by § 13-101(g)(1) of the CPA.

26. The Respondent engaged in unfair and deceptive trade practices in connection with the offer or sale of consumer goods and services that are generally prohibited by §§ 13-303(1) and (3) of the CPA.

### **Deceptive Trade Practices**

27. The Respondent's false and misleading statements, as set forth above, had the capacity, tendency, or effect of deceiving or misleading consumers, and are deceptive trade practices prohibited by § 13-303 of the CPA, as defined in § 13-301(1) of the CPA.

28. The Respondent's omissions of material facts, as set forth above, deceived or tended to deceive consumers and are therefore deceptive trade practices, as defined in § 13-301(3) of the CPA, and are prohibited by § 13-303 of the CPA.

### **Unfair Trade Practices**

29. The Respondent engaged in unfair trade practices in his offer and sale of lawn and landscaping goods and services to consumers.

30. Consumers who purchased the Respondent's goods and services could not have known that the Respondent would take their payments and not provide the promised goods and services, and therefore could not reasonably avoid their injuries.

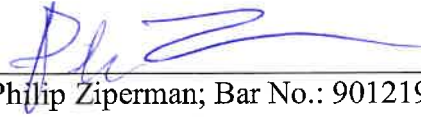
31. The injuries that consumers have suffered as a result of the Respondent's actions are not offset by any benefit to consumers or to competition and are unfair trade practices that violate § 13-303 of CPA.

### **CLAIM FOR RELIEF**

WHEREFORE, the Proponent respectfully requests that the Consumer Protection Division issue an Order:

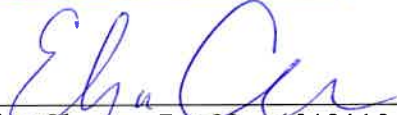
- A. requiring the Respondent to cease and desist from engaging in unfair or deceptive trade practices in violation of the CPA;
- B. requiring the Respondent to take affirmative action, including restitution of all moneys the Respondent collected for goods and services in connection with unfair or deceptive practices;
- C. requiring the Respondent to pay the costs of this proceeding, including costs of investigation;
- D. requiring the Respondent to pay a suitable civil penalty pursuant to § 13-410 of the CPA; and
- E. granting such other and further relief as is appropriate and necessary.

Respectfully submitted,



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