

IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY,
PENNSYLVANIA
CIVIL ACTION - LAW

COMMONWEALTH OF PENNSYLVANIA
BY ATTORNEY GENERAL
KATHLEEN G. KANE,

PLAINTIFF,

v.

KENNETH F. MAYES, II, and
SHARON L. MAYES, t/d/b/a
HILLTOP MOBILE HOME PARK,

DEFENDANTS.

Docket No. 2013-1259

Type of Case:

Medical Professional
Liability Action
(Check if applicable)

Type of Pleading:
Complaint

Filed on Behalf of:
Commonwealth of
Pennsylvania

Counsel of Record for
this Party:

Joseph S. Betsko
PA 82620

Michael Gerdes
PA 88390

FILED FOR RECORD

2013 APR 8 AM 9 37

DEBRA C. IMMEL
PROTHONOTARY
CENTRE COUNTY

COPY

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NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN

WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU, AND A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE(S) SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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COMPLAINT

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AND NOW, comes the Commonwealth of Pennsylvania, by Attorney General Kathleen G. Kane, through the Bureau of Consumer Protection (hereinafter "Commonwealth" or "Plaintiff"), and brings this action pursuant to the Manufactured Home Community Rights Act, 68 P.S. § 398.1, *et seq.* ("MHCRA"), to restrain any method, act or practice declared prohibited by the MHCRA; and the Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.* (hereinafter "Consumer Protection Law"), to restrain unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or

commerce declared unlawful by Section 201-3 of the Consumer Protection Law and Section 398.16.1 (a) of the MHCRA.

The Consumer Protection Law authorizes the Attorney General to bring an action in the name of the Commonwealth of Pennsylvania to restrain by temporary or permanent injunction unfair methods of competition or unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by Section 201-3 of the Consumer Protection Law. The MHCRA authorizes the Attorney General to bring an action in the name of the Commonwealth of Pennsylvania to restrain by temporary or permanent injunction any method, act or practice declared prohibited by the MHCRA.

The Commonwealth has reason to believe that Kenneth F. Mayes, II, Individually, and Sharon L. Mayes, Individually (hereinafter "Defendants"), used methods, acts or practices declared unlawful by Section 201-3 of the Consumer Protection Law and by the MHCRA; and, that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of are enjoined. The Commonwealth believes that the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the methods, acts and practices of the Defendants as hereinafter set forth. Further, the Commonwealth requests injunctive relief, civil penalties, costs and other

appropriate equitable relief as redress for violations of the Consumer Protection Law and the MHCRA.

In support of this action, the Commonwealth respectfully represents the following:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this action pursuant to 42 Pa.C.S.A. § 931(a).
2. Venue lies with this Court pursuant to Pa.R.C.P No. 1006(a)(1).

PARTIES

3. Plaintiff is the Commonwealth of Pennsylvania, by Attorney General Kathleen G. Kane, through the Bureau of Consumer Protection, 15th Floor, Strawberry Square, Harrisburg, Dauphin County, Pennsylvania 17120.

4. Defendant Kenneth F. Mayes, II (“Kenneth Mayes”), trading and doing business as Hilltop Mobile Home Park (“Hilltop”), is an adult individual who maintains a business address of 1275 Pennsylvania Avenue, State College, Centre County, Pennsylvania.

5. Defendant Sharon L. Mayes (“Sharon Mayes”), trading and doing business as Hilltop, is an adult individual who maintains a business address of 1275 Pennsylvania Avenue, State College, Centre County, Pennsylvania.

BACKGROUND

6. At all times relevant and material hereto, Defendants engaged in trade or commerce in the Commonwealth of Pennsylvania by leasing community space, also known as lots, for manufactured homes to residents at Hilltop in State College, Centre County, Pennsylvania.

7. Hilltop is a fictitious name, registered with the Pennsylvania Department of State, Corporation Bureau.

8. The Bureau of Consumer Protection (hereinafter "Bureau") has received consumer complaints against the Defendants indicating they engaged in unfair and deceptive acts and practices in violation of the MHCRA and the Consumer Protection Law, as described more fully herein.

9. Among the consumers who have filed complaints against the Defendants are consumers who are sixty (60) years of age or older.

10. The Commonwealth believes and therefore avers that there may be additional consumers who have not filed complaints with the Bureau and who have been harmed due to the methods, acts and practices of the Defendants, which include, but are not limited to, the practices alleged herein.

11. At all times relevant and material hereto, the Defendants authored, approved, endorsed, formulated, directed, controlled and/or participated in the conduct alleged herein.

12. At all times relevant and material hereto, the unfair or deceptive methods, acts, and practices complained of herein have been willfully used by Defendants.

13. Unless otherwise specified, whenever reference is made in this complaint to any act of any of the Defendants or any employee and/or agent of the Defendants, such allegations shall be deemed to mean the act of Defendant Kenneth Mayes and Defendant Sharon Mayes, acting individually, jointly or severally.

14. The Commonwealth is not seeking legal redress for any claim arising under the amendments to the MHCRA, act of October 24, 2012 (P.L. 1267, No. 156), effective in 60 days [December 24, 2012] (hereinafter, "MHCRA Amendments"), which accrued prior to the December 24, 2012 effective date, to avoid imposing new legal burdens on past transactions or occurrences.

15. The Commonwealth seeks legal redress for: (1) any claim based on a violation of the MHCRA excluding the MHCRA Amendments, (2) any claim based on a violation of the MHCRA Amendments which accrued on or after December 24, 2012, and (3) any claim based on a violation of the Consumer Protection Law.

16. Hilltop is a manufactured home community subject to the MHCRA and MHCRA Amendments.

17. Hilltop was a community where more than 100 residents lived.

Upon information and belief, Defendants entered into an agreement to sell the Hilltop property to Trinitas Ventures LLC, a developer of student housing, for approximately \$6 million.

18. Upon information and belief, Defendants owned approximately ten manufactured home units at Hilltop, which were rented to tenants.

19. Upon information and belief, Defendants terminated the leases with the tenants renting the Defendants' manufactured home units and sold all their manufactured home units at Hilltop prior to announcing the sale of Hilltop.

20. Upon information and belief, the manufactured home units that Defendants sold were relocated to available lots in manufactured home communities closest to Hilltop, prior to Defendants announcing the sale of the Hilltop.

21. In a letter dated August 31, 2012 ("August 31, 2012 Letter"), Defendant Sharon Mayes gave notice to the manufactured home residents of Hilltop concerning the sale of Hilltop and the decision to close Hilltop at a future date; cancelled leases as of September 1, 2012; and required payment of rent for as long as a manufactured home remained at Hilltop. (Letter is attached as Exhibit A).

22. In a letter dated September 7, 2012 (“September 7, 2012 Letter”), Defendant Sharon Mayes reiterated the decision to sell Hilltop and conveyed the new owner’s decision not to continue operating Hilltop as a manufactured home community. (Letter is attached as Exhibit B).

23. In the September 7, 2012 Letter, Defendant Sharon Mayes also reiterated the requirement for the continued payment of rent while the manufactured home occupied the community space or lot. *See* Exhibit B.

24. In the September 7, 2012 Letter, Defendant Sharon Mayes set the closure date of February 28, 2013 for Hilltop. *See* Exhibit B.

25. In the September 7, 2012 Letter, Defendant Sharon Mayes stated that security deposits for the lot would be returned only if the resident removed his or her manufactured home from Hilltop by February 28, 2013, the resident paid the lot rent through the date on which the manufactured home was removed from Hilltop and the resident provided the Hilltop office with his or her forwarding address. *See* Exhibit B.

26. In the September 7, 2012 Letter, Defendant Sharon Mayes admonished residents that abandoning a manufactured home is illegal and such abandonment would result in legal action. Exhibit B.

27. Upon information and belief, Defendants communicated a \$750 abandonment fee to be assessed against any manufactured home resident at Hilltop for abandoning his or her manufactured home.

28. In a letter dated January 17, 2013 (“January 17, 2013 Letter”), Defendant Sharon Mayes reminded residents that Hilltop is “officially closing on February 28, 2013[.]” (Letter is attached as Exhibit C).

29. In the January 17, 2013 Letter, Defendant Sharon Mayes admonished residents that financial assistance would be denied to those residents who do not remove their manufactured homes from Hilltop before February 28, 2013.

30. Hilltop terminated as a manufactured home community on February 28, 2013.

COUNT I
VIOLATION OF THE MHCRA
68 P.S. § 398.3

31. The preceding paragraphs are incorporated herein as though fully set forth below.

32. Under the MHCRA, a manufactured home community owner may terminate or refuse to renew a lease or may evict a lessee and manufactured home occupants only for one of the following reasons: (1) nonpayment of rent, (2) a second or subsequent violation of the rules of the manufactured home community occurring within a six-month period, (3) if there is a change in use of the

community or parts thereof or (4) termination of the manufactured home community. 68 P.S. § 398.3(a).

33. Announcing the intent to close a community at some date in the future is not one of the four reasons a manufactured home community owner may terminate or refuse to renew a lease or may evict a lessee and manufactured home occupants under the MHCRA. 68 P.S. § 398.3(a).

34. In the August 31, 2012 Letter and the September 7, 2012 Letter, Defendants purportedly cancelled or effectively terminated all leases as of September 1, 2012, when they announced their decision to close Hilltop at a future date. *See Exhibits A and B.*

35. However, the Defendants did not close or terminate the community until February 28, 2013. *See Exhibits B and C.*

36. Upon information and belief, the Defendants continued to operate the community as manufactured home lessees continued to occupy manufactured home space and paid rent through termination of Hilltop, which occurred on February 28, 2013.

37. Under the MHCRA, the rights and duties of manufactured home community owners and operators and the manufactured home lessees may not be waived by any provisions of a written or oral agreement. Any such agreement

attempting to limit such rights shall be void and unenforceable in the courts of the Commonwealth. 68 P.S. § 398.12.

38. Manufactured home lessees at Hilltop continued to enjoy the protections of the MHCRA and the MHCRA Amendments through the earlier of the termination of the lease by the manufactured home lessee after receiving notice of the planned closure of the community, or the termination of the lease upon the termination of Hilltop, which occurred on February 28, 2013.

39. Defendants could not terminate leases prior to February 28, 2013, the date Hilltop was terminated.

40. Defendants created the illusion that the manufactured home lessees at Hilltop were stripped of their rights and protections under the MHCRA and the MHCRA Amendments.

41. The aforesaid methods, acts or practices are prohibited by Section 398.3 of the MHCRA.

42. The above described conduct has been willful and is unlawful under the MHCRA.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to enter an Order:

A. Declaring the Defendants' conduct to be in violation of the MHCRA;

B. Permanently enjoining the Defendants and any agents, successors, assigns, and employees acting directly or through any corporate or business device from engaging in the acts and practices alleged in this complaint and any other acts and practices which violate the MHCRA;

C. Directing the Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and

D. Providing any other such relief as the Court may deem necessary and appropriate.

COUNT II
VIOLATION OF CONSUMER PROTECTION LAW
68 P.S. § 398.16.1

43. The preceding paragraphs are incorporated herein as though fully set forth below.

44. Under the MHCRA Amendments, a violation of the MHCRA and the MHCRA Amendments constitute a *per se* violation of the Consumer Protection Law. 68 P.S. § 398.16.1.

45. The allegations averred in Count I continued beyond December 24, 2012.

46. For each day on or after December 24, 2012, Defendants perpetuated the fiction that Defendants had lawfully terminated the lot leases under 68 P.S.

§ 398.3(a) while manufactured home lessees at Hilltop continued to occupy their respective lots and paid their rent.

47. The aforesaid methods, acts or practices constitute unfair or deceptive acts or practices within the meaning of Section 201-2(4) of the Consumer Protection Law, including but not limited to:

- a. “Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods and services” in violation of 73 P.S. § 201-2(4)(ii);
- b. “Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status affiliation or connection that he does not have” in violation of 73 P.S. § 201-2(4)(v); and
- c. “Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding” in violation of 73 P.S. § 201-2(4)(xxi).

48. The above described conduct has been willful and is unlawful under the Consumer Protection Law.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to enter an Order:

A. Declaring the Defendants' conduct to be in violation of the Consumer Protection Law;

B. Permanently enjoining the Defendants and any agents, successors, assigns, and employees acting directly or through any corporate or business device from engaging in the acts and practices alleged in this complaint and any other acts and practices which violate the Consumer Protection Law;

C. Directing the Defendants to restore to manufactured home residents at Hilltop, as may be discovered between the date of the filing of this complaint and trial of this matter, any moneys which may have been acquired by means of any violation of this act pursuant to Section 201-4.1 of the Consumer Protection Law;

D. Directing the Defendants pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, increasing to Three Thousand Dollars (\$3,000.00) for each violation involving a victim age sixty (60) or older, and such other victims as may be discovered between the date of the filing of this complaint and trial of this matter;

E. Directing the Defendants to disgorge and forfeit all profits they have derived as a result of their unfair and deceptive acts and practices as set forth in this complaint;

F. Directing the Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action;

G. Directing the Defendants to forfeit their right or franchise to engage in any business involving the operation of a manufactured home community within the Commonwealth of Pennsylvania until such time as all monies have been paid for restitution, costs and civil penalties; and

H. Providing any other such relief as the Court may deem necessary and appropriate.

COUNT III
VIOLATION OF MHCRA
68 P.S. § 398.4.1

49. The preceding paragraphs are incorporated herein as though fully set forth below.

50. Under the MHCRA, every lease for a manufactured home space shall be in writing and shall be for a duration term of one month ... and shall be renewable.” 68 P.S. § 398.4.1.

51. By notifying the manufactured home lessees that their leases were cancelled effective September 1, 2012, the Defendants and manufactured home

lessees effectively entered into oral, month-to-month leases through the earlier of the termination of such lease by the manufactured home lessee vacating the manufactured home space or the termination of the Hilltop community which occurred on February 28, 2013.

52. Such oral, month-to-month leases are not permitted under Section 398.4.1 of the MHCRA.

53. The aforesaid methods, acts or practices are prohibited by the MHCRA.

54. The above described conduct has been willful and is unlawful under the MHCRA.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to enter an Order:

- A. Declaring the Defendants' conduct to be in violation of the MHCRA;
- B. Permanently enjoining the Defendants and any agents, successors, assigns, and employees acting directly or through any corporate or business device from engaging in the acts and practices alleged in this complaint and any other acts and practices which violate the MHCRA;
- C. Directing the Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and

D. Providing any other such relief as the Court may deem necessary and appropriate.

COUNT IV
VIOLATION OF CONSUMER PROTECTION LAW
68 P.S. § 398.16.1

55. The preceding paragraphs are incorporated herein as though fully set forth below.

56. Under the MHCRA Amendments, a violation of the MHCRA and the MHCRA Amendments constitute a *per se* violation of the Consumer Protection Law. 68 P.S. §398.16.1.

57. The allegations averred in Count III continued beyond December 24, 2012.

58. For each day on or after December 24, 2012, Defendants had effectively entered into oral, month-to-month leases which are proscribed by 68 P.S. § 398.4.1 while manufactured home lessees at Hilltop continued to occupy their respective lots and paid their rent.

59. The aforesaid methods, acts or practices constitute unfair or deceptive acts or practices within the meaning of Section 201-2(4) of the Consumer Protection Law, including but not limited to:

- a. “Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods and services” in violation of 73 P.S. § 201-2(4)(ii);
- b. “Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status affiliation or connection that he does not have” in violation of 73 P.S. § 201-2(4)(v); and
- c. “Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding” in violation of 73 P.S. § 201-2(4)(xxi).

60. The above described conduct has been willful and is unlawful under the Consumer Protection Law.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to enter an Order:

- A. Declaring the Defendants’ conduct to be in violation of the Consumer Protection Law;
- B. Permanently enjoining the Defendants and any agents, successors, assigns, and employees acting directly or through any corporate or business device

from engaging in the acts and practices alleged in this complaint and any other acts and practices which violate the Consumer Protection Law;

C. Directing the Defendants to restore to manufactured home residents at Hilltop, as may be discovered between the date of the filing of this complaint and trial of this matter, any moneys which may have been acquired by means of any violation of this act pursuant to Section 201-4.1 of the Consumer Protection Law;

D. Directing the Defendants pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, increasing to Three Thousand Dollars (\$3,000.00) for each violation involving a victim age sixty (60) or older, and such other victims as may be discovered between the date of the filing of this complaint and trial of this matter;

E. Directing the Defendants to disgorge and forfeit all profits they have derived as a result of their unfair and deceptive acts and practices as set forth in this complaint;

F. Directing the Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action;

G. Directing the Defendants to forfeit their right or franchise to engage in any business involving the operation of a manufactured home community within

the Commonwealth of Pennsylvania until such time as all monies have been paid for restitution, costs and civil penalties; and

H. Providing any other such relief as the Court may deem necessary and appropriate.

COUNT V
VIOLATION OF MHCRA AMENDMENTS
68 P.S. § 398.11.2 (c)

61. The preceding paragraphs are incorporated herein as though fully set forth below.

62. Under the MHCRA Amendments, a manufactured home community owner shall pay relocation expenses to the owner of any manufactured home in a manufactured home community that is closing in an amount equivalent to the cost of relocation, not to exceed the amount of \$4,000 for a single section manufactured home and \$6,000 for a multisection manufactured home, as adjusted annually by the Department of Community and Economic Development. 68 P.S. § 398.11.2(c).

63. For each and every relocation of any manufactured home from Hilltop to any destination which occurred on or after December 24, 2012, Defendants shall and must pay \$4,000.00, or the amount as adjusted annually, to each such owner of a single section manufactured home relocating from Hilltop or \$6,000.00, or the amount as adjusted annually, to each such owner of a multisection manufactured home relocating from Hilltop. 68 P.S. § 398.11.2(c).

64. Each and every relocation of any manufactured home from Hilltop to any destination which occurred on or after December 24, 2012 created an obligation by the Defendants to pay the relocation expenses which accrued on or after the effective date of the MHCRA Amendments which is December 24, 2012.

65. Defendants have refused to comply and continue to refuse compliance with the relocation expense requirement under the MHCRA Amendments with respect to paying all relocation expense obligations which accrued on or after December 24, 2012.

66. The aforesaid methods, acts or practices are prohibited by the MHCRA Amendments.

67. The above described conduct has been willful and is unlawful under the MHCRA Amendments.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to enter an Order:

A. Declaring the Defendants' conduct to be in violation of the MHCRA Amendments;

B. Permanently enjoining the Defendants and any agents, successors, assigns, and employees acting directly or through any corporate or business device

from engaging in the acts and practices alleged in this complaint and any other acts and practices which violate the MHCRA Amendments;

C. Directing the Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and

D. Providing any other such relief as the Court may deem necessary and appropriate.

COUNT VI
VIOLATION OF CONSUMER PROTECTION LAW
68 P.S. § 398.16.1

68. The preceding paragraphs are incorporated herein as though fully set forth below.

69. Under the MHCRA Amendments, a violation of the MHCRA and the MHCRA Amendments constitute a *per se* violation of the Consumer Protection Law. 68 P.S. § 398.16.1.

70. The allegations averred in Count V accrued on or after December 24, 2012.

71. Each and every relocation of any manufactured home from Hilltop to any destination which occurred on or after December 24, 2012 created an obligation by the Defendants to pay the relocation expenses which accrued on or after the effective date of the MHCRA Amendments which is December 24, 2012.

72. Defendants have refused to comply and continue to refuse compliance with the relocation expense requirement under the MHCRA Amendments with respect to paying all relocation expense obligations which accrued on or after December 24, 2012.

73. The aforesaid methods, acts or practices constitute unfair or deceptive acts or practices within the meaning of Section 201-2(4) of the Consumer Protection Law, including but not limited to:

- a. "Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods and services" in violation of 73 P.S. § 201-2(4)(ii);
- b. "Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status affiliation or connection that he does not have" in violation of 73 P.S. § 201-2(4)(v); and
- c. "Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding" in violation of 73 P.S. § 201-2(4)(xxi).

74. The above described conduct has been willful and is unlawful under the Consumer Protection Law.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to enter an Order:

A. Declaring the Defendants' conduct to be in violation of the Consumer Protection Law;

B. Permanently enjoining the Defendants and any agents, successors, assigns, and employees acting directly or through any corporate or business device from engaging in the acts and practices alleged in this complaint and any other acts and practices which violate the Consumer Protection Law;

C. Directing the Defendants to restore to manufactured home residents at Hilltop, as may be discovered between the date of the filing of this complaint and trial of this matter, any moneys which may have been acquired by means of any violation of this act pursuant to Section 201-4.1 of the Consumer Protection Law;

D. Directing the Defendants pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, increasing to Three Thousand Dollars (\$3,000.00) for each violation involving a victim age sixty (60) or older, and such other victims as may be discovered between the date of the filing of this complaint and trial of this matter;

E. Directing the Defendants to disgorge and forfeit all profits they have derived as a result of their unfair and deceptive acts and practices as set forth in this complaint;

F. Directing the Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action;

G. Directing the Defendants to forfeit their right or franchise to engage in any business involving the operation of a manufactured home community within the Commonwealth of Pennsylvania until such time as all monies have been paid for restitution, costs and civil penalties; and

H. Providing any other such relief as the Court may deem necessary and appropriate.

COUNT VII
VIOLATION OF MHCRA AMENDMENTS
68 P.S. § 398.11.2 (d)

75. The preceding paragraphs are incorporated herein as though fully set forth below.

76. Under the MHCRA Amendments, a manufactured home community owner shall pay a minimum of \$2,500.00 or the appraised value of any manufactured home, whichever is greater, to the resident of the manufactured home upon the closure of the community if the resident is unable or unwilling to find a reasonably suitable replacement site. 68 P.S. § 398.11.2(d).

Upon information and belief, there were many manufactured home residents who were unable or unwilling to find a reasonably suitable replacement site on or after December 24, 2012.

77. For each and every manufactured home resident at Hilltop who was unable or unwilling to find a reasonably suitable replacement site on or after December 24, 2012, Defendants shall and must pay the a minimum of \$2,500.00 or the appraised value of any manufactured home, whichever is greater, to each such resident upon the closure of Hilltop (hereinafter, "Buyout"). 68 P.S. § 398.11.2(d).

78. The Defendants were obligated to pay the amount specified under 68 P.S. § 398.11.2(d) to each and every manufactured home resident at Hilltop who was unable or unwilling to find a reasonably suitable replacement site on or after December 24, 2012, which accrued on or after the effective date of the MHCRA Amendments which is December 24, 2012.

79. Defendants have refused to comply and continue to refuse compliance with the Buyout requirement under the MHCRA Amendments with respect to paying all Buyout obligations which accrued on or after December 24, 2012.

80. The aforesaid methods, acts or practices are prohibited by the MHCRA Amendments.

81. The above described conduct has been willful and is unlawful under the MHCRA Amendments.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to enter an Order:

A. Declaring the Defendants' conduct to be in violation of the MHCRA Amendments;

B. Permanently enjoining the Defendants and any agents, successors, assigns, and employees acting directly or through any corporate or business device from engaging in the acts and practices alleged in this complaint and any other acts and practices which violate the MHCRA Amendments;

C. Directing the Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and

D. Providing any other such relief as the Court may deem necessary and appropriate.

**COUNT VIII
VIOLATION OF CONSUMER PROTECTION LAW
68 P.S. § 398.16.1**

82. The preceding paragraphs are incorporated herein as though fully set forth below.

83. Under the MHCRA Amendments, a violation of the MHCRA and the MHCRA Amendments constitute a *per se* violation of the Consumer Protection Law. 68 P.S. § 398.16.1.

84. The allegations averred in Count VII accrued on or after December 24, 2012.

85. The Defendants were obligated to pay the amount specified under 68 P.S. § 398.11.2(d) to each and every manufactured home resident at Hilltop who was unable or unwilling to find a reasonably suitable replacement site on or after December 24, 2012, which accrued on or after the effective date of the MHCRA Amendments which is December 24, 2012.

86. Defendants have refused to comply and continue to refuse compliance with the Buyout requirement under the MHCRA Amendments with respect to paying all Buyout obligations which accrued on or after December 24, 2012.

87. The aforesaid methods, acts or practices constitute unfair or deceptive acts or practices within the meaning of Section 201-2(4) of the Consumer Protection Law , including but not limited to:

- a. “Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods and services” in violation of 73 P.S. § 201-2(4)(ii);
- b. “Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a

sponsorship, approval, status affiliation or connection that he does not have” in violation of 73 P.S. § 201-2(4)(v); and

- c. “Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding” in violation of 73 P.S. § 201-2(4)(xxi).

88. The above described conduct has been willful and is unlawful under the Consumer Protection Law.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to enter an Order:

A. Declaring the Defendants’ conduct to be in violation of the Consumer Protection Law;

B. Permanently enjoining the Defendants and any agents, successors, assigns, and employees acting directly or through any corporate or business device from engaging in the acts and practices alleged in this complaint and any other acts and practices which violate the Consumer Protection Law;

C. Directing the Defendants to restore to manufactured home residents at Hilltop, as may be discovered between the date of the filing of this complaint and trial of this matter, any moneys which may have been acquired by means of any violation of this act pursuant to Section 201-4.1 of the Consumer Protection Law;

D. Directing the Defendants pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, increasing to Three Thousand Dollars (\$3,000.00) for each violation involving a victim age sixty (60) or older, and such other victims as may be discovered between the date of the filing of this complaint and trial of this matter;

E. Directing the Defendants to disgorge and forfeit all profits they have derived as a result of their unfair and deceptive acts and practices as set forth in this complaint;

F. Directing the Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action;

G. Directing the Defendants to forfeit their right or franchise to engage in any business involving the operation of a manufactured home community within the Commonwealth of Pennsylvania until such time as all monies have been paid for restitution, costs and civil penalties; and

H. Providing any other such relief as the Court may deem necessary and appropriate.

COUNT IX
VIOLATION OF MHCRA AMENDMENTS
68 P.S. § 398.11.2 (g)

89. The preceding paragraphs are incorporated herein as though fully set forth below.

90. Under the MHCRA Amendments, “[a] manufactured home resident shall not be required to remove the manufactured home from the land when a manufactured home community closes, nor shall the resident be liable for the costs of removing and disposing of the manufactured home” on or after December 24, 2012. 68 P.S. § 398.11.2(g).

91. Upon information and belief, there were many manufactured home residents who were required by Defendants to remove their respective manufactured home from Hilltop on or before February 28, 2013.

92. Upon information and belief, each such manufactured home resident who was required by Defendants to remove his or her manufactured home from Hilltop incurred costs.

93. Upon information and belief, Defendants admonished Hilltop residents to remove their manufactured homes or pay a \$750.00 fee for each abandoned manufactured home.

94. Upon information and belief, Defendants induced many manufactured home residents at Hilltop to incur costs for the removal or disposal of their

manufactured homes from Hilltop on or after December 24, 2012 through the August 31, 2012 Letter, the September 7, 2012 Letter and the January 17, 2013 Letter.

95. Defendants have refused to comply and continue to refuse compliance with 68 P.S. § 398.11.2(g) under the MHCRA Amendments by requiring Hilltop residents to remove their manufactured homes and to incur removal or disposal costs on or after December 24, 2012.

96. The aforesaid methods, acts or practices are prohibited by the MHCRA Amendments.

97. The above described conduct has been willful and is unlawful under the MHCRA Amendments.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to enter an Order:

A. Declaring the Defendants' conduct to be in violation of the MHCRA Amendments;

B. Permanently enjoining the Defendants and any agents, successors, assigns, and employees acting directly or through any corporate or business device from engaging in the acts and practices alleged in this complaint and any other acts and practices which violate the MHCRA Amendments;

C. Directing the Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and

D. Providing any other such relief as the Court may deem necessary and appropriate.

COUNT X
VIOLATION OF CONSUMER PROTECTION LAW
68 P.S. § 398.16.1

98. The preceding paragraphs are incorporated herein as though fully set forth below.

99. Under the MHCRA Amendments, a violation of the MHCRA and the MHCRA Amendments constitutes a *per se* violation of the Consumer Protection Law. 68 P.S. § 398.16.1.

100. The allegations averred in Count IX accrued on or after December 24, 2012.

101. Upon information and belief, Defendants induced many manufactured home residents at Hilltop to incur costs for the removal or disposal of their manufactured homes from Hilltop on or after December 24, 2012.

102. Defendants have refused to comply and continue to refuse compliance with 68 P.S. § 398.11.2(g) under the MHCRA Amendments by requiring Hilltop residents to remove their manufactured homes and to incur removal or disposal costs on or after December 24, 2012.

103. The aforesaid methods, acts or practices constitute unfair or deceptive acts or practices within the meaning of Section 201-2(4) of the Consumer Protection Law , including but not limited to:

- a. “Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods and services” in violation of 73 P.S. § 201-2(4)(ii);
- b. “Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status affiliation or connection that he does not have” in violation of 73 P.S. § 201-2(4)(v); and
- c. “Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding” in violation of 73 P.S. § 201-2(4)(xxi).

104. The above described conduct has been willful and is unlawful under the Consumer Protection Law.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to enter an Order:

A. Declaring the Defendants' conduct to be in violation of the Consumer Protection Law;

B. Permanently enjoining the Defendants and any agents, successors, assigns, and employees acting directly or through any corporate or business device from engaging in the acts and practices alleged in this complaint and any other acts and practices which violate the Consumer Protection Law;

C. Directing the Defendants to restore to manufactured home residents at Hilltop, as may be discovered between the date of the filing of this complaint and trial of this matter, any moneys which may have been acquired by means of any violation of this act pursuant to Section 201-4.1 of the Consumer Protection Law;

D. Directing the Defendants pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, increasing to Three Thousand Dollars (\$3,000.00) for each violation involving a victim age sixty (60) or older, and such other victims as may be discovered between the date of the filing of this complaint and trial of this matter;

E. Directing the Defendants to disgorge and forfeit all profits they have derived as a result of their unfair and deceptive acts and practices as set forth in this complaint;

F. Directing the Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action;

G. Directing the Defendants to forfeit their right or franchise to engage in any business involving the operation of a manufactured home community within the Commonwealth of Pennsylvania until such time as all monies have been paid for restitution, costs and civil penalties; and

H. Providing any other such relief as the Court may deem necessary and appropriate.

COUNT XI
VIOLATION OF CONSUMER PROTECTION LAW
73 P.S. § 201-2 (4) (xxi)

105. The preceding paragraphs are incorporated herein as though fully set forth below.

106. Defendants violated the Consumer Protection Law each time Defendants communicated, on or after December 24, 2012, to manufactured home residents at Hilltop that their respective leases had been cancelled prior to the termination of the Hilltop community.

107. Defendants violated the Consumer Protection Law each time Defendants communicated, on or after December 24, 2012, to manufactured home residents at Hilltop that the MHCRA and the MHCRA Amendments no longer applied to protect the rights of each such manufactured home resident.

108. Defendants failed to disclose material facts to the manufactured home residents at Hilltop concerning Defendants' unlawful activities.

109. Defendants misrepresented to the manufactured home residents at Hilltop that the leases had expired and the protections of the MHCRA and MHCRA Amendments were no longer available to the manufactured home residents at Hilltop.

110. Defendants' misrepresentation and failure to disclose material facts had the following effects: (1) depressed the market value for manufactured homes at Hilltop; (2) induced the manufactured home residents at Hilltop to dispose of their respective manufactured homes; and (3) suppressed the valuation of manufactured homes at Hilltop prior to removal from Hilltop.

111. Defendants' misrepresentation and failure to disclose material facts have caused manufactured home residents at Hilltop to suffer and to continue to suffer an ascertainable loss of money or property as a result of Defendants' use or employment of unfair or deceptive commercial practices as set forth above.

112. Defendants' deceptive conduct, including its affirmative misrepresentations and omissions concerning the cancellation of the leases prior to the termination of the community and the protections of the MHCRA and the MHCRA Amendments afforded to all manufactured home residents at Hilltop, likely misled manufactured home residents at Hilltop to believe that:

- a. they were selling their manufactured homes at prices set in a free and fair market; and
- b. they had no other choice but to remove their manufactured homes from Hilltop without getting an appraisal.

113. Defendants' affirmative misrepresentations and omissions constitute information material to manufactured home residents at Hilltop as they related to protections and valuation of the manufactured homes the manufactured home residents at Hilltop sold.

114. The aforesaid methods, acts or practices constitute unfair or deceptive acts or practices within the meaning of Section 201-2(4) of the Consumer Protection Law , including but not limited to:

- a. "Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods and services" in violation of 73 P.S. § 201-2(4)(ii);
- b. "Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status affiliation or connection that he does not have" in violation of 73 P.S. § 201-2(4)(v); and

- c. “Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding” in violation of 73 P.S. § 201-2(4)(xxi).

115. The above described conduct has been willful and is unlawful under the Consumer Protection Law.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to enter an Order:

- A. Declaring the Defendants’ conduct to be in violation of the Consumer Protection Law;
- B. Permanently enjoining the Defendants and any agents, successors, assigns, and employees acting directly or through any corporate or business device from engaging in the acts and practices alleged in this complaint and any other acts and practices which violate the Consumer Protection Law;
- C. Directing the Defendants to restore to manufactured home residents at Hilltop, as may be discovered between the date of the filing of this complaint and trial of this matter, any moneys which may have been acquired by means of any violation of this act pursuant to Section 201-4.1 of the Consumer Protection Law;
- D. Directing the Defendants pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of One Thousand

Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, increasing to Three Thousand Dollars (\$3,000.00) for each violation involving a victim age sixty (60) or older, and such other victims as may be discovered between the date of the filing of this complaint and trial of this matter;

E. Directing the Defendants to disgorge and forfeit all profits they have derived as a result of their unfair and deceptive acts and practices as set forth in this complaint;

F. Directing the Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action;

G. Directing the Defendants to forfeit their right or franchise to engage in any business involving the operation of a manufactured home community within the Commonwealth of Pennsylvania until such time as all monies have been paid for restitution, costs and civil penalties; and


H. Providing any other such relief as the Court may deem necessary and appropriate.

Respectfully submitted,
COMMONWEALTH OF
PENNSYLVANIA

KATHLEEN G. KANE
Attorney General

Date: April 8, 2013

By:



Joseph S. Betsko
Senior Deputy Attorney General
PA 82620

Michael C. Gerdes
Senior Deputy Attorney General
PA 88390
Office of Attorney General
Bureau of Consumer Protection
15th Floor, Strawberry Square
Harrisburg, PA 17120
Telephone: (717) 787-9707
Fax: (717) 705-3795

Attorneys for the Commonwealth of
Pennsylvania

HILLTOP MOBILE HOME PARK

1275 Pennsylvania Avenue
State College, PA 16801

Phone: ~~814-234-5267~~
814-238-6870
Fax: 814-238-4491

Kenneth F. Mayes II
Sharon L. Mayes

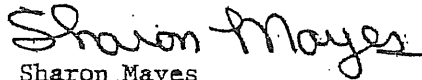
August 31, 2012

Dear Tenant,

This letter is to notify you that the Hilltop Mobile Home Park has been sold and will be closing. All leases are cancelled as of September 1, 2012. All privately owned homes must be removed from Hilltop Park property.

Please be aware that you are still responsible to pay the lot rent as long as your home is on Hilltop Property. For more information please contact the office at 814-238-6870.

Signed:



Sharon Mayes
Hilltop Park

HILLTOP MOBILE HOME PARK

1275 Pennsylvania Avenue
State College, PA 16801

Phone: 814-234-5267
814-238-6870
Fax: 814-238-4491

Kenneth F. Mayes II
Sharon L. Mayes

September 7, 2012

Dear Tenant,

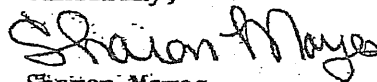
As you may have heard, we have decided to sell Hilltop Mobile Home Park. The new owners have made the decision not to continue operating the park. Therefore, all lot leases are cancelled as of Sept. 1, 2012. All mobile homes must be removed by no later than February 28, 2013.

As long as your home sits on the lot you will need to pay the lot rent to Hilltop Park at the park office. Security deposits will be returned if your home is removed from the lot before February 28, 2013 and your rent is paid up until the date your home leaves and you provide the office with your forwarding address.

Please remember that abandoning your home is illegal and will result in legal action. If you have any questions or concerns about relocating, dates, or anything else, we would be happy to help you in any way we can. You may stop by our office at any time during regular office hours.

It has been a pleasure serving you for all these years and we wish you the best of luck in the future.

Sincerely,



Sharon Mayes
Hilltop Mobile Home Park

HILLTOP MOBILE HOME PARK

1275 Pennsylvania Avenue
State College, PA 16801

Phone: 814-234-5267
814-238-6870
Fax: 814-238-4491

Kenneth F. Mayes II
Sharon L. Mayes

January 17, 2013

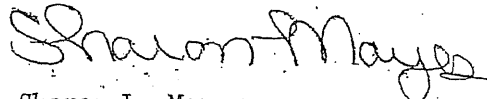
Dear Tenants,

As the new year has now started, we wanted to take this moment to remind you that the park is officially closing on February 28, 2013 and as the notice from last year stated, you must move your home or vacate your rental unit no later than February 28, 2013. If you are having any difficulty, we are and remain willing to assist to the extent we can, but we cannot extend the occupancy time beyond the 28th of February.

Those tenants who have secured a new location for their home and have made arrangements to relocate their home to re-occupy it themselves must provide proof to the office that they have a new place to take their home before February 28, 2013 if they wish to receive any financial assistance from the owners of Hilltop Park.

Those tenants who have failed to make arrangements to move their home before February 28, 2013 will not receive any financial assistance. Please feel free to contact us if we can help, and thank you for your cooperation with this process.

Sincerely,



Sharon L. Mayes
Hilltop Mobile Home Park

VERIFICATION

I, Thomas Creehan, being duly sworn according to law, hereby state that I am in excess of eighteen (18) years of age and that I am an Agent for the Office of Attorney General, Bureau of Consumer Protection, and that I am authorized to make this Affidavit and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

A handwritten signature in black ink, appearing to read 'TC', is written over a horizontal line.

Thomas Creehan
Consumer Protection Agent
Supervisor

**IN THE COURT OF COMMON PLEAS
OF CENTRE COUNTY, PENNSYLVANIA**

COMMONWEALTH OF PENNSYLVANIA	:	
BY ATTORNEY GENERAL	:	Case No.
KATHLEEN G. KANE,	:	
	:	CIVIL ACTION
PLAINTIFF,	:	
	:	
v.	:	
	:	
KENNETH F. MAYES, II, and	:	
SHARON L. MAYES, t/d/b/a	:	
HILLTOP MOBILE HOME PARK,	:	
	:	
DEFENDANTS.	:	

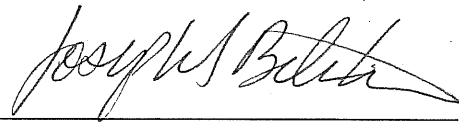
CERTIFICATE OF SERVICE

I hereby certify that on this date, April 8, 2013, a true and correct copy of the Commonwealth's Complaint was caused to be served on the parties listed below by Personal Service:

Kenneth F. Mayes, II
Hilltop Mobile Home Park
1275 Pennsylvania Avenue
State College, PA 16801

Sharon L. Mayes
Hilltop Mobile Home Park
1275 Pennsylvania Avenue
State College, PA 16801

Respectfully submitted,

A handwritten signature in cursive script, reading "Joseph S. Betsko". The signature is written in black ink and is positioned above a horizontal line.

Joseph S. Betsko
Senior Deputy Attorney General