

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:  
Emergency Special  
Injunction

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 39  
DEBRA C. IMMEL  
PROTHONOTARY  
CENTRE COUNTY

**COPY**

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

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

**SCHEDULING REQUEST**

- Kindly schedule the attached Petition/Motion for Hearing/Argument/Conference before the Court. It is anticipated that the matter will require approximately 1 hour for resolution.
- Opposing counsel/party does not oppose the relief sought, and the attached proposed Order may be signed without appearance.

April 10, 2013  
Date  
717-787-4530  
Phone

Joseph S. Betsko  
Name  
jbetsko@attorneygeneral.gov  
E-Mail Address

---

**ORDER**

AND NOW, this day of \_\_\_\_\_,  
\_\_\_\_\_, upon consideration of the Petition/Motion, it is the **ORDER** of this Court  
that the hearing/argument/conference is scheduled for the \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_, in the Annex  
Courtroom/Courtroom No. \_\_\_\_\_, Centre County Courthouse Annex/Centre  
County Courthouse, Bellefonte, Pennsylvania.

BY THE COURT:

\_\_\_\_\_  
Judge

IN THE COURT OF COMMON PLEAS  
OF CENTRE COUNTY, PENNSYLVANIA

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. :

Case No. 2013-1259  
CIVIL ACTION

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CENTRE COUNTY

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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.

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Attorneys for Plaintiff

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

**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.**

Case No. *2013-1259*

**CIVIL ACTION**

DEBRA C. IMMEL  
PROTHONOTARY  
CENTRE COUNTY

2013 APR 8 AM 9 39

FILED FOR RECORD

**THE COMMONWEALTH'S EMERGENCY MOTION FOR  
SPECIAL AND PRELIMINARY INJUNCTION**

**AND NOW**, comes the Commonwealth of Pennsylvania, Attorney General Kathleen G. Kane, through the Bureau of Consumer Protection (hereinafter "Commonwealth" or "Plaintiff"), and moves this Court to issue a Special and Preliminary Injunction pursuant to Pennsylvania Rule of Civil Procedure 1531, 68 P.S. § 398.14 and 73 P.S. § 201-4 to restrain Defendants and any agents, successors, assigns, and employees acting directly or through any corporate or

business device from engaging in methods, acts or practices which violate the Manufactured Home Community Rights Act, 68 P.S. § 398.1, *et seq.* (“MHCRA”) and the Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.* until a final trial on the merits can be held.

1. The Complaint, filed on April 8, 2013, in the above-captioned action is incorporated herein by reference and attached (without exhibits) as Exhibit “A.”

2. Defendants own Hilltop Mobile Home Park (“Hilltop”), which is a manufactured home community subject to the MHCRA.

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

4. Defendants refuse to comply with the amendments to the MHCRA which became effective on December 24, 2012. The amendments at issue are 68 P.S. § 398.11.2 (c), (d) and (g).

5. The Commonwealth requests a special and preliminary injunction only for protections for consumers and obligations against Defendants which accrued on or after the December 24, 2012 effective date of the amendments.

6. Upon information and belief, on August 31, 2012, Defendants gave defective notice to the residents at Hilltop of their intent to close Hilltop, the

cancellation of all leases as of September 1, 2012, and the requirement to pay rent for as long as manufactured homes remained at Hilltop.

7. The August 31, 2012 notice was defective because it was not sent to each resident by certified mail.

8. On September 7, 2012, Defendants gave notice to each resident at Hilltop of their intent to close the Hilltop community on February 28, 2013, the cancellation of all leases as of September 1, 2012, and the requirement to pay rent through February 28, 2013, so long as the spaces are occupied.

9. In their January 17, 2013 letter to Hilltop residents, Defendants reiterated that the community would be “officially closing” on February 28, 2013.

10. Defendants chose not only the timing of the communication of intent to close Hilltop but also the timing of Hilltop’s termination.

11. Defendants continued to operate Hilltop as a manufactured home community through the date of termination, which was February 28, 2013.

**A. DEFENDANTS’ CONSUMER PROTECTION LAW AND MHCRA VIOLATIONS CONSTITUTE IRREPARABLE HARM**

12. The Complaint demonstrates violations of the MHCRA and the Consumer Protection Law.

13. The special and preliminary injunction is necessary to prevent immediate and irreparable harm.



14. Defendants terminated leases before the termination of the community in violation of 68 P.S. § 398.3.

15. By requiring payment of rent through February 28, 2013, so long as spaces were being occupied, Defendants, alternatively, transformed the purported cancelled leases to oral, month-to-month leases in violation of 68 P.S. § 398.4.1.

16. For any manufactured home resident at Hilltop leaving on or after December 24, 2012, Defendants have refused to pay and continue to refuse to pay the relocation expenses as expressly provided under 68 P.S. § 398.11.2 (c).

17. Defendants claim to have made payments pursuant to their own criteria and methodology, not found in 68 P.S. § 398.11.2 (c), to certain Hilltop residents.

18. For any manufactured home resident at Hilltop who was unable or unwilling to find a reasonably suitable replacement site on or after December 24, 2012, Defendants have refused to pay and continue to refuse to pay the amount specified under 68 P.S. § 398.11.2 (d).

19. Defendants claim that Hilltop residents vitiated whatever amounts to be received under 68 P.S. § 398.11.2 (d) in exchange for not being responsible for the cost of removal of their manufactured homes from Hilltop.

20. Upon information and belief, the cost of removal of a manufactured home at Hilltop to the dump is \$700.

21. A manufactured home lessee cannot waive his or her rights under the MHCRA pursuant to 68 P.S. § 398.12.

22. Manufactured home residents shall not be required to remove their manufactured homes or pay for the costs of removal and disposal when a community closes. 68 P.S. § 398.11.2 (g).

23. Defendants have demanded the removal of manufactured homes from Hilltop of residents in violation of 68 P.S. § 398.11.2 (g).

24. A violation of the MHCRA constitutes a *per se* violation of the Consumer Protection Law. 68 P.S. § 398.16.1.

25. A statutory violation demonstrates *per se* irreparable harm. Pennsylvania Public Utility Commission v. Israel, 356 Pa. 400, 406-07 (1947).

**B. GREATER INJURY WILL RESULT BY REFUSING THE SPECIAL AND PRELIMINARY INJUNCTION THAN BY ALLOWING IT**

26. Greater injury would result by refusing the special and preliminary injunction than by allowing it.

27. There are at least three manufactured homes still occupying lots at Hilltop.

28. Defendants have not guaranteed relocation expense payments to the respective owners of these manufactured homes pursuant to the express provisions of 68 P.S. § 398.11.2 (c).

29. Defendants have not undertaken any effort to appraise the value of these manufactured homes pursuant to 68 P.S. § 398.11.2 (d).

30. Defendants insist on the removal of these manufactured homes by the respective Hilltop residents despite the express provisions of 68 P.S. § 398.11.2 (g).

31. Upon information and belief, most, if not all, manufactured homes were removed on or after December 24, 2012, the effective date of the relevant MHCRA amendments.

32. Upon information and belief, many of these manufactured homes may appraise for more than \$2,500, resulting in a greater payment pursuant to 68 P.S. § 398.11.2 (d).

33. In weighing the equities as to whether greater injury would result from a denial of an injunction, the owners of the remaining homes at Hilltop would be exposed to additional harm such as the loss of value of their respective manufactured home through damage as a result of an induced removal prior to an appraisal provided by 68 P.S. § 398.11.2 (d) and the cost to finance an induced removal despite the express provisions of 68 P.S. § 398.11.2 (g).

34. In weighing the equities as to whether greater injury would result from a denial of an injunction, the owners of manufactured homes removed from Hilltop and sent to the dump on or after December 24, 2012, would continue to be

exposed to harm such as the loss of value of their respective manufactured home through damage as a result of an induced removal prior to an appraisal provided by 68 P.S. § 398.11.2 (d) and the cost to finance an induced removal despite the express provisions of 68 P.S. § 398.11.2 (g).

35. In weighing the equities as to whether greater injury would result from a denial of an injunction, the owners of manufactured homes relocated from Hilltop on or after December 24, 2012, would continue to be exposed to harm such as the loss of the relocation expense as expressly provided by 68 P.S. § 398.11.2 (c) and the cost to finance a relocation despite the express provisions of 68 P.S. § 398.11.2 (c).

**C. THE SPECIAL AND PRELIMINARY INJUNCTION RESTORES THE PARTIES TO THEIR STATUS AS IT EXISTED BEFORE THE WRONGFUL CONDUCT**

36. The special and preliminary injunction properly restores the parties to their status as it existed immediately prior to the alleged wrongful conduct.

37. Concerning the remaining manufactured homes at Hilltop, a special and preliminary injunction would restore the status quo as it was immediately prior to the alleged wrongful conduct. The injunctive relief requested would prevent the Defendants from harming more consumers and would require the Defendants to maintain an adequate source of funds in anticipation of civil liability.

**D. DEFENDANTS' WRONGFUL CONDUCT IS ACTIONABLE  
AND SHOULD BE RESTRAINED**

38. The activity sought to be restrained is actionable.

39. The Attorney General has reason to believe that the MHCRA and the Consumer Protection Law have been violated and that proceedings would be in the public interest. The Attorney General is vested with the authority to bring an action to restrain by temporary or permanent injunction violations of the MHCRA and the Consumer Protection Law. 68 P.S. § 398.14; 73 P.S. § 201-4.

40. Specifically, the Commonwealth requests a special and permanent injunction providing the following relief:

A. Enjoining Defendants from transferring, selling, encumbering, dissipating or adversely affecting their assets including, but not limited to, the proceeds from the sale of the Hilltop property until further Order of this Court;

B. Enjoining and directing Defendants to obtain appraisals provided by a certified residential real estate appraiser with substantial experience in appraising manufactured homes who is mutually agreed to by the Defendants and the owners of the remaining manufactured homes at Hilltop for each remaining manufactured home at Hilltop;

C. Enjoining Defendants from requiring that any owner remove a remaining manufactured home from Hilltop; and

them from dissipating their assets in anticipation of civil liability and from violating the MHCRA and Consumer Protection Law.

Respectfully submitted,  
COMMONWEALTH OF  
PENNSYLVANIA

KATHLEEN G. KANE  
Attorney General

Date: April 8, 2013

By:



---

Joseph S. Betsko  
Senior Deputy Attorney General  
Attorney I.D. No. PA 82620

Michael C. Gerdes  
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Pennsylvania

**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 Motion for Special and Preliminary Injunction are true and correct to the best of my knowledge, information and belief.



---

Thomas Creehan  
Consumer Protection Agent Supervisor

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

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

**PROPOSED ORDER**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2013, upon consideration of the Commonwealth's Emergency Motion for Special and Preliminary Injunction and brief in support thereof, and it appearing that:

a) Defendants' alleged Consumer Protection Law and Manufactured Home Community Rights Act violations constitute irreparable harm, b) greater injury will result by refusing the special and preliminary injunction than by allowing it, c) the special and preliminary injunction restores the parties to their status as it existed before the wrongful conduct, and d) Defendants' alleged wrongful conduct is actionable, it is **ORDERED AND DECREED** that the Commonwealth's Emergency Motion for Special and Preliminary Injunction is **GRANTED** and pending the resolution of the Commonwealth's complaint:



1. Defendants are, directly or indirectly:

A. enjoined from transferring, selling, encumbering, dissipating or adversely affecting their assets including, but not limited to, the proceeds from the sale of the Hilltop property until further Order of this Court;

B. enjoined and directed to obtain appraisals provided by a certified residential real estate appraiser with substantial experience in appraising manufactured homes who is mutually agreed to by the Defendants and the owners of the remaining manufactured homes at Hilltop for each remaining manufactured home at Hilltop;

C. enjoined from requiring that any owner remove a remaining manufactured home from Hilltop; and

D. enjoined from billing, charging, assessing, recovering or collecting the costs of removal and/or disposal from any manufactured home resident of Hilltop for any such removal and/or disposal occurring on or after December 24, 2012.

BY THE COURT

---

J.

# **EXHIBIT A**

IN THE COURT OF COMMON PLEAS  
OF CENTRE COUNTY, PENNSYLVANIA

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

Case No.

CIVIL ACTION

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HILLTOP MOBILE HOME PARK,

DEFENDANTS

Case No.

CIVIL ACTION

COMPLAINT

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.

**PRAAYER 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.

#### PRAAYER 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

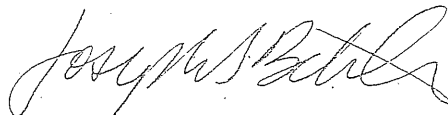
H. Providing any other such relief as the Court may deem necessary and appropriate.

Respectfully submitted,  
COMMONWEALTH OF  
PENNSYLVANIA

KATHLEEN G. KANE  
Attorney General

Date: April 8, 2013

By:



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Attorneys for the Commonwealth of  
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# HILLTOP MOBILE HOME PARK

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Kenneth F. Mayes II  
Sharon L. Mayes

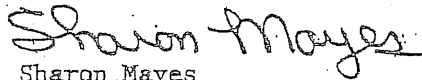
August 31, 2012

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

IN THE COURT OF COMMON PLEAS  
OF CENTRE COUNTY, PENNSYLVANIA

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

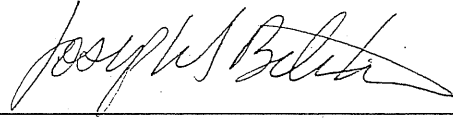
**CERTIFICATE OF SERVICE**

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, appearing to read "Joseph S. Betsko". The signature is written in dark ink and is positioned above a horizontal line.

Joseph S. Betsko  
Senior Deputy Attorney General