

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

FILED FOR RECORD  
2013 MAY 22 PM 3:03  
DEBRA C. IMIEL  
PROTHONOTARY  
CENTRE COUNTY, PA

STIPULATED FINAL JUDGMENT

On April 8, 2013, the Commonwealth filed an action in the Court of Common Pleas for Centre County alleging that Kenneth F. Mayes, II, and Sharon L. Mayes had violated the Manufactured Home Community Rights Act (“MHCRA”) by not reimbursing certain relocation expenses or buying certain manufactured homes as provided under the MHCRA. The Commonwealth also alleged violations of the Unfair Trade Practices and Consumer Protection Law (“CPL”).

The Parties: The Commonwealth, Kenneth F. Mayes, II, and Sharon L. Mayes now wish to end their disputes and pending litigation they have among themselves. This Final Judgment specifies the terms under which the parties will

resolve their disputes. Nothing in this Final Judgment shall constitute an admission of liability by any party. This Final Judgment is not admissible in any Court for any purpose except in this Court for enforcement of its terms. The parties have entered into this Final Judgment in settlement, to resolve their disputes, and to avoid the further risks, uncertainty and expense of litigation.

**I. DEFINITIONS**

A. “Commonwealth” shall mean the Commonwealth of Pennsylvania, Office of Attorney General through Attorney General Kathleen G. Kane.

B. Defendant, Kenneth F. Mayes, II, shall mean the owner of Hilltop who maintains a business address of 1275 Pennsylvania Avenue, State College, Centre County, Pennsylvania.

C. Defendant, Sharon L. Mayes, shall mean the owner of Hilltop who maintains a business address of 1275 Pennsylvania Avenue, State College, Centre County, Pennsylvania.

D. “Hilltop” shall mean Hilltop Mobile Home Park operated at 1275 Pennsylvania Avenue, State College, Centre County, Pennsylvania.

E. “Eligible Claimants” shall mean any owner of a manufactured home at Hilltop who relocated from Hilltop on or after December 24, 2012.

F. “Participating Claimants” shall mean Eligible Claimants that submit timely and complete claims pursuant to this Stipulated Final Judgment.

G. “Antitrust Section” shall mean the state and federal antitrust law enforcement unit organized within the Office of Attorney General of the Commonwealth of Pennsylvania.

H. “Primary Settlement Fund” shall mean the monies paid by the Defendants to the Commonwealth pursuant to Section II below to be distributed pursuant to Section III below.

I. “Supplemental Settlement Fund” shall mean the monies paid by the Defendants into an escrow fund maintained by the Prothonotary of Centre County acting as escrow agent pursuant to Section II below to be distributed pursuant to Section IV below.

J. “Relevant Conduct” shall mean Kenneth F. Mayes, II, and/or Sharon L. Mayes engaging in any of the following conduct from December 24, 2012 through the date of entry of this Final Judgment related to the termination of Hilltop as a manufactured home community, whether individually or collectively: (i) non-compliance with 68 P.S. § 398.11.2 (c); (ii) non-compliance with 68 P.S. § 398.11.2 (d); and (iii) non-compliance with 68 P.S. § 398.11.2 (g).

L. “Valid Claim” shall mean a claim, relating to the Relevant Conduct, that is submitted timely and supported by documentation.

The Parties hereby agree to the entry of this Final Judgment which provides as follows:

**II. INJUNCTION**

A. Kenneth F. Mayes, II, and Sharon L. Mayes shall pay the Commonwealth \$26,700 within ten (10) business days of the entry of this Final Judgment to be distributed in accordance with Section III below.

B. Kenneth F. Mayes, II, and Sharon L. Mayes shall pay \$10,000 into a non-interest bearing escrow fund maintained by the Prothonotary of Centre County acting as escrow agent to be distributed in accordance with Section IV below.

C. The Commonwealth shall move to dismiss its complaint in this Court at Docket No. 2013-1259 within ten (10) days of entry of this Final Judgment.

**III. PRIMARY SETTLEMENT FUND**

Defendants shall have no dominion, control or title to the Primary Settlement Fund, and shall have no right to challenge the Commonwealth's distribution of the Primary Settlement Fund or the manner in which they are utilized. The Commonwealth shall provide Kenneth F. Mayes, II, and Sharon L. Mayes a report of the distribution of the Primary Settlement Fund within 120 days of the entry of this Final Judgment. The Commonwealth shall use the Primary Settlement Fund for one or more of the following purposes, as determined by the

Attorney General at his or her exclusive option, and otherwise consistent with the laws of the Commonwealth:

A. Distribution to certain residents of Hilltop Mobile Home Park whose manufactured homes were removed from Hilltop Mobile Home Park and transferred to a dump, waste landfill or other waste station on or after December 24, 2012; and

B. Reimbursement of the Commonwealth's attorneys' fees and/or investigation, litigation and settlement administration costs in the amount of \$5,000.

#### **IV. SUPPLEMENTAL SETTLEMENT FUND**

A. The Prothonotary of Centre County shall serve as the escrow agent of the Supplemental Settlement Fund. The escrow agent shall not be liable for any loss resulting from the escrow agent's good faith reliance on instructions from an authorized individual on behalf of Kenneth F. Mayes, II, Sharon L. Mayes and the Commonwealth. Notwithstanding the foregoing, the escrow agent shall use all reasonable efforts to correct any mistakes if the same should occur. Any instructions from Kenneth F. Mayes, II, and Sharon L. Mayes relating to the administration of or disbursement from the Supplemental Settlement Fund to Participating Claimants must be countersigned by the Commonwealth or its designated representative. The escrow agent shall disburse the fund in a manner

consistent with this Final Judgment and with the instructions of Kenneth F. Mayes, II, Sharon L. Mayes and the Commonwealth. The escrow agent shall provide copies of monthly statements of the escrow fund to Kenneth F. Mayes, II, Sharon L. Mayes and the Commonwealth. The escrow agent shall not charge Kenneth F. Mayes, II, Sharon L. Mayes or the Commonwealth any costs to administer the escrow fund.

B. Payments from the Supplemental Settlement Fund shall be made to Participating Claimants. To the extent a Participating Claimant will receive a payment under Section III providing for disbursements under the Primary Settlement Fund, no payment shall be made from the Supplemental Settlement Fund to any such Participating Claimant for the same exact claim to avoid a duplicative recovery.

C. To receive a payment from the Supplemental Settlement Fund, Eligible Claimants must submit a Valid Claim within 30 days of the entry of this Final Judgment.

D. The Commonwealth, Kenneth F. Mayes, II, and Sharon L. Mayes will examine each claim to determine whether such claim is a Valid Claim. Each such Valid Claim shall be paid from the Supplemental Settlement Fund to the Participating Claimant that submitted the Valid Claim.

E. To the extent that the aggregate value of the Valid Claims exceed the initial funding of the Supplemental Settlement Fund, Kenneth F. Mayes, II, and Sharon L. Mayes shall pay into the escrow fund mandated by Section II (C) sufficient monies to satisfy any and all Valid Claims in excess of the escrow fund for the Supplemental Settlement Fund.

F. Payments to Participating Claimants with Valid Claims shall be made within 60 days of the entry of this Final Judgment. The residue of the Supplemental Settlement Fund shall be paid to Kenneth F. Mayes, II, and Sharon L. Mayes after all Valid Claims have been paid.

**V. RELEASES**

A. The Commonwealth hereby releases, acquits, remises and forever discharges Kenneth F. Mayes, II, and Sharon L. Mayes and their respective administrators, successors and assigns, heirs, employees, agents, representatives and attorneys, from all claims, counter claims, demands, contributions, indemnities, actions, causes of action, suits, right to sue, losses, expenses, costs or controversies it has against it arising under the MHCRA, CPL and any other claims the Commonwealth could have brought, whether known or unknown, relating to the Relevant Conduct except as described hereafter from August 31, 2012, to the date of this Final Judgment. The Commonwealth does not release

Kenneth F. Mayes, II, and Sharon L. Mayes from any criminal law or tax law claims it may have against Kenneth F. Mayes, II, and Sharon L. Mayes whether or not these claims arise from the alleged violations of the MHCRA and CPL in the Commonwealth's Complaint and any other legal claim unrelated to such MHCRA and CPL violations.

B. Kenneth F. Mayes, II, hereby releases, acquits, remises and forever discharges the Commonwealth and their predecessors, administrators, successors and assigns, employees, agents, representatives and attorneys, from all claims, counterclaims, demands, damages, contributions, indemnities, actions, causes of action, suits, rights to sue, losses, expenses, costs or controversies arising or in any way related to the Relevant Conduct, whether such claims are now known or unknown, anticipated or unanticipated, from August 31, 2012, to the date of this Final Judgment.

C. Sharon L. Mayes hereby releases, acquits, remises and forever discharges the Commonwealth and its predecessors, administrators, successors and assigns, employees, agents, representatives and attorneys, from all claims, counterclaims, demands, damages, contributions, indemnities, actions, causes of action, suits, right to sue, losses, expenses, costs or controversies arising or in any way related to the Relevant Conduct, whether such claims are now known or



unknown, anticipated or unanticipated, from August 31, 2012, to the date of this Agreement.

## VI. ENFORCEMENT

For the purpose of determining or verifying compliance with this Agreement:

A. Upon 20 days' notice to Kenneth F. Mayes, II, and Sharon L. Mayes, a duly authorized representative(s) of the Commonwealth, the Deputy Attorney General in charge of the Antitrust Section or his designee, shall be permitted, subject to any determination by the Court of any objection made by Kenneth F. Mayes, II, and Sharon L. Mayes within the notice period, subject to any legally recognized privilege and subject to the presence of counsel and/or an officer of Kenneth F. Mayes, II, and Sharon L. Mayes, as applicable, if so desired:

1. Access during its office hours to all documents including, but not limited to, books, ledgers, accounts, correspondence, memoranda, and other records in the possession of or under the control of Kenneth F. Mayes, II, and Sharon L. Mayes relating to any matters contained in this Agreement; and
2. Subject to the reasonable convenience of Kenneth F. Mayes, II, and Sharon L. Mayes, and without restraint or interference from

either Kenneth F. Mayes, II, or Sharon L. Mayes, to interview individually officers or employees of Kenneth F. Mayes, II, and Sharon L. Mayes regarding any such matters.

## **VII. RETAINED JURISDICTION**

A. Jurisdiction is retained of this matter for all purposes, including but not limited to, the purpose of enabling any of the parties to this Final Judgment to apply to the Court at any time for such further orders or directives as may be necessary or appropriate for the interpretation or modification of this Final Judgment, for the enforcement of compliance therewith or for the punishment of violations thereof.

B. The Commonwealth, Kenneth F. Mayes, II, and Sharon L. Mayes shall give each other 30-days' written notice before filing a motion or other pleading seeking contempt of court or other sanctions for violation of this Final Judgment. The giving of such notice shall not prevent the Commonwealth, Kenneth F. Mayes, II, and Sharon L. Mayes from beginning such proceeding following the expiration of the 30-day period.

## **VIII. CONSENT TO JUDGMENT**

A. Kenneth F. Mayes, II, and Sharon L. Mayes acknowledge that they have read the foregoing Final Judgment, are aware of their respective rights to a trial in this matter and have waived these rights.

B. The parties admit to the jurisdiction of the Court and consent to the entry of this Final Judgment.

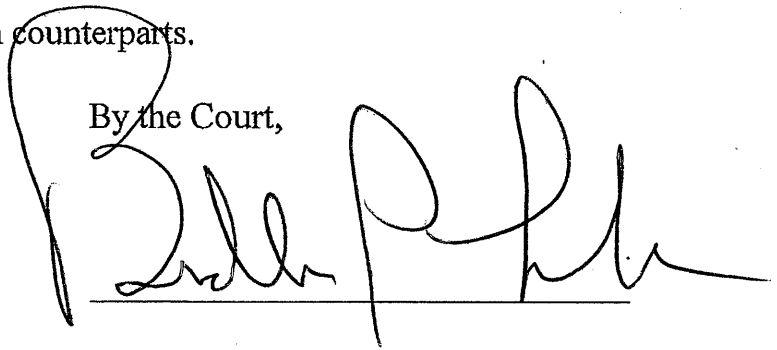
C. The parties stipulate that the undersigned representatives for each party certify that they are fully authorized to enter into the terms and conditions of this Final Judgment and to legally bind the parties they represent to the terms of this Final Judgment.

**IX. COUNTERPARTS**

This document may be signed in counterparts.

Dated: 5/22/13

By the Court,

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to be the name of the court official.

Consented to:

FOR THE COMMONWEALTH  
OF  
PENNSYLVANIA

KATHLEEN G. KANE  
ATTORNEY GENERAL

By: Joseph S. Betsko  
Joseph S. Betsko  
PA ID# 82620  
Senior Deputy Attorney General

Michael C. Gerdes  
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