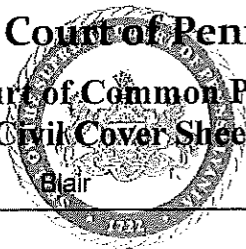


Supreme Court of Pennsylvania

Court of Common Pleas Civil Cover Sheet



Blair County

<i>For Prothonotary Use Only:</i>	TIME STAMP
Docket No: 2018 6W 3M3	

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

Commencement of Action: <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Petition <input type="checkbox"/> Transfer from Another Jurisdiction <input type="checkbox"/> Declaration of Taking	
Lead Plaintiff's Name: Comm. of Pennsylvania, Office of Attorney General	Lead Defendant's Name: Blair Mobile, LLC
Are money damages requested? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dollar Amount Requested: (check one) <input type="checkbox"/> within arbitration limits <input checked="" type="checkbox"/> outside arbitration limits
Is this a <i>Class Action Suit</i> ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is this an <i>MDJ Appeal</i> ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Name of Plaintiff/Appellant's Attorney: John M. Abel	
<input type="checkbox"/> Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)	

SECTION B

Nature of the Case: Place an "X" to the left of the <u>ONE</u> case category that most accurately describes your PRIMARY CASE . If you are making more than one type of claim, check the one that you consider most important.		
TORT (do not include Mass Tort) <input type="checkbox"/> Intentional <input type="checkbox"/> Malicious Prosecution <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Nuisance <input type="checkbox"/> Premises Liability <input type="checkbox"/> Product Liability (does not include mass tort) <input type="checkbox"/> Slander/Libel/ Defamation <input type="checkbox"/> Other: _____	CONTRACT (do not include Judgments) <input type="checkbox"/> Buyer Plaintiff <input type="checkbox"/> Debt Collection: Credit Card <input type="checkbox"/> Debt Collection: Other _____ <input type="checkbox"/> Employment Dispute: Discrimination <input type="checkbox"/> Employment Dispute: Other _____ <input type="checkbox"/> Other: _____	CIVIL APPEALS Administrative Agencies <input type="checkbox"/> Board of Assessment <input type="checkbox"/> Board of Elections <input type="checkbox"/> Dept. of Transportation <input type="checkbox"/> Statutory Appeal: Other _____ <input type="checkbox"/> Zoning Board <input type="checkbox"/> Other: _____
MASS TORT <input type="checkbox"/> Asbestos <input type="checkbox"/> Tobacco <input type="checkbox"/> Toxic Tort - DES <input type="checkbox"/> Toxic Tort - Implant <input type="checkbox"/> Toxic Waste <input type="checkbox"/> Other: _____	REAL PROPERTY <input type="checkbox"/> Ejectment <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Ground Rent <input type="checkbox"/> Landlord/Tenant Dispute <input type="checkbox"/> Mortgage Foreclosure: Residential <input type="checkbox"/> Mortgage Foreclosure: Commercial <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Other: _____	MISCELLANEOUS <input type="checkbox"/> Common Law/Statutory Arbitration <input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Mandamus <input type="checkbox"/> Non-Domestic Relations <input type="checkbox"/> Restraining Order <input type="checkbox"/> Quo Warranto <input type="checkbox"/> Replevin <input checked="" type="checkbox"/> Other: Assurance of Voluntary Compliance
PROFESSIONAL LIABILITY <input type="checkbox"/> Dental <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional: _____		

IN THE COURT OF COMMON PLEAS OF
BLAIR COUNTY, PENNSYLVANIA
CIVIL ACTION

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL
Acting by Attorney General Josh Shapiro

PETITIONER

v.

BLAIR MOBILE, LLC, WAVE JUMPER
CORPORATION and ROBERT BROWN

RESPONDENTS

Case No. _____

FILED
BLAIR COUNTY
ROBIN A. FLETCHER
PROthonotary
CLERK OF ORPHANS COURT
2018 DEC 18 A 9:00

ASSURANCE OF VOLUNTARY COMPLIANCE

AND NOW, comes the Commonwealth of Pennsylvania, acting by Attorney General Josh Shapiro through the Bureau of Consumer Protection, (hereinafter the "Commonwealth" or "Petitioner"), which caused an investigation to be made into the business practices of Blair Mobile, LLC, Wave Jumper Corporation and Robert Brown (hereinafter "Respondents"), pursuant to the provisions of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.* (hereinafter the "Consumer Protection Law"), the Manufactured Home Community Rights Act, 68 P.S. § 398.1, *et seq.*, (hereinafter the "MHCRA"), and states the following:

PARTIES

WHEREAS, Petitioner is the Commonwealth of Pennsylvania acting by Attorney General Josh Shapiro through the Bureau of Consumer Protection with offices located at Strawberry Square, 15th Floor, Harrisburg, PA 17120.

WHEREAS, respondent Blair Mobile, LLC is a Delaware Limited Liability Corporation registered to do business in Pennsylvania with a registered address of 1013 Centre Road, Suite 403S, Wilmington, DE 19805 and a mailing address of 23219 Stringtown Road #170, Clarksburg, MD 20871.

WHEREAS, respondent Wave Jumper Corporation is a Delaware corporation registered to do business in Pennsylvania with a registered address of 1013 Centre Road, Suite 403S, Wilmington, DE 19805, which has currently ceased all active business operations but was previously doing business out of 112 Redmen Court #5, East Freedom PA 16637.

WHEREAS, respondent, Robert Brown is an adult individual residing at 1211 East Alta Heights Drive, Sandy, UT 84094.

WHEREAS, respondents, Blair Mobile Home, LLC, Wave Jumper Corporation and Robert Brown (collectively the "Respondents") directed, supervised, controlled, approved, formulated, authorized, ratified, benefited from, and or otherwise participated in the acts and practices hereinafter described.

BACKGROUND

WHEREAS, Respondents are "Manufactured home community owners", "Lessors" and/or "Manufactured home operators" as those terms are defined by Section 398.2 of the MHCRA.

WHEREAS, Respondents own and operate a “Manufactured home community,” as defined by Section 398.2 of the MHCRA, known as Blair Mobile Home Park located at 112 Redman Court, East Freedom, PA 16637.

WHEREAS, Respondents have engaged in trade and commerce within Pennsylvania by, *inter alia*, leasing and managing the Blair Mobile Home Park located in Blair County.

ALLEGED VIOLATIONS

WHEREAS, based upon its investigation, the Commonwealth believes the Respondents have engaged in conduct which violates the Consumer Protection Law and MHCRA as more fully set forth below:

1. Over the course of several years, Respondents failed to pay real estate taxes for mobile homes that they now own, including the Blair Mobile Home Park, which resulted in delinquency, tax sales and ownership by the Blair County Tax Claim Bureau;
2. At the time, a manager of the Blair Mobile Home Park, an independent contractor for Respondents, failed to record, deposit and/or absconded with payments from tenants;
3. On or about October 3, 2016, Respondents bid on properties located in the Blair Mobile Home Park to regain ownership;
4. Respondents leased manufactured homes in the Blair Mobile Home Park to tenants and collected rent for manufactured homes that Respondents did not own. 68 P.S. § 398.3; 73 P.S. § 201-2(4)(iii),(v) and (xxi);
5. Respondents required prospective and/or current tenants to pay the past taxes and/or utilities of prior owners and/or tenants and, if not paid, threatened to shut off utilities and/or evict tenants of Blair Mobile Home Park when tenants had no legal obligation to pay or were already paid. 68 P.S. § 398.3; 73 P.S. § 201-2(4)(xxi);

6. On or about December 14, 2016, Respondents obtained a new outside property management company for the Blair Mobile Home Park; and

7. On May 24, 2017, Respondents paid taxes in full, and subsequently received bills of sale for nine (9) homes located within the Blair Mobile Home Park.

WHEREAS, a violation of the MHCRA shall also constitute a violation of the Consumer Protection Law, 68 P.S. § 398.16.1.

WHEREAS, the aforesaid acts and practices constitute “unfair methods of competition” and/or “unfair or deceptive acts or practices,” as prohibited by the following provisions of the following subsections of the Consumer Protection Law, 73 P.S. § 201-2(4):

- (iii) Causing a likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another;
- (v) 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; and
- (xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

WHEREAS, Respondents agree to cease and desist from engaging in the acts and practices alleged herein and to otherwise comply with the Consumer Protection Law and MHCRA.

WHEREAS, this Assurance of Voluntary Compliance (the “AVC”) is accepted by the Commonwealth pursuant to Section 201-5 of the Consumer Protection Law, in lieu of commencing statutory proceedings provided under Sections 201-4 and 201-8 of the Consumer Protection Law and shall not be considered an admission of a violation, 73 P.S. §§ 201-4, 201-5 and 201-8.

SETTLEMENT TERMS

NOW THEREFORE, having conducted trade and commerce within the Commonwealth, Respondents agree for themselves, their successors, assigns, officers, partners, agents,

representatives, employees and all other persons acting on their behalf, jointly or individually, directly or indirectly, through any corporate or other business device to the following:

I. Injunctive and Affirmative Relief

- A. The forgoing recitals are incorporated herein by reference as though fully set forth.
- B. Respondents shall comply with any and all provisions of the Consumer Protection Law and any amendments thereto; and, are permanently enjoined from any violation thereof.
- C. Respondents shall comply with any and all provisions of the MHCRA; and any amendments thereto; and, are permanently enjoined from any violation thereof.
- D. Respondents shall cease and desist the act or practice of renting or seeking to enforce any lease terms to which Respondents do not have an ownership interest.
- E. Respondents shall cease and desist the act or practice of requiring prospective and/or current tenants to pay the past obligations of prior owners and/or tenants.
- F. Respondents shall cease and desist the act or practice of threatening to shut off utility of and/or evict a tenant if the tenant has no legal obligation to pay or were already paid.

II. Monetary Relief

A. Upon execution of this AVC, Respondents agree to immediately pay the full sum of Five Thousand and 00/100 Dollars (\$5,000.00) (hereinafter "Required Payment"), which shall be allocated as follows:

- 1. **Civil Penalties** in the amount of Four Thousand and 00/100 Dollars (\$4,000.00) shall be distributed to the Commonwealth of Pennsylvania, Department of Treasury; and
- 2. **Costs of Investigation** in the amount of One Thousand and 00/100 Dollars (\$1,000.00) shall be distributed to the Commonwealth of Pennsylvania,

Office of Attorney General, to reimburse the costs incurred in pursuing this enforcement action, and shall be deposited in an interest-bearing account from which both principal and interest shall be expended for future public protection and education purposes.

B. Payment Terms:

1. Respondents shall immediately submit, upon their execution of this AVC, the Required Payment by certified check, cashier's check, or money order, made payable to the Commonwealth of Pennsylvania, Office of Attorney General, and forwarded to John Abel, Senior Deputy Attorney General, Bureau of Consumer Protection, Strawberry Square, 15th floor, Harrisburg, PA 17120.
2. Respondents shall provide restitution to any substantiated and documented consumer complaints filed with the Bureau of Consumer Protection within sixty (60) days of the filing of this AVC. Any complaint that is postmarked by the sixty (60th) day shall be deemed timely. Copies of any complaints or requests made directly to Respondents shall be forwarded to the Commonwealth to:

Office of Attorney General
Bureau of Consumer Protection
Strawberry Square, 15th Floor
Harrisburg, PA 17120

3. On or before one hundred fifty (150) days of the filing of the AVC of Voluntary Compliance, Respondents shall provide a written list to the Commonwealth documenting and verifying that any such consumer complaint has received restitution in the appropriate sum.

C. After Respondents have made the Required Payments, Respondents shall no longer have any property right, title, interest, or other legal claim in any funds held in escrow.

D. Respondents shall be jointly and severally liable for all amounts that are due and owed under the AVC.

III. Miscellaneous Terms

A. The Court of Common Pleas of Pennsylvania, Blair County shall maintain jurisdiction over the subject matter of this AVC and over the Respondents for purpose of enforcement of the terms of this AVC.

B. Time shall be of the essence with regards to Respondents' obligations hereunder.

C. The "Filing Date" and "Effective Date" of this AVC shall mean the date that it is filed with the Court of Common Pleas of Pennsylvania, Blair County.

D. Any failure of the Commonwealth to exercise any of its rights under this AVC shall not constitute a waiver of its rights hereunder.

E. Respondents are authorized to enter into and execute this AVC, and Respondents have been represented by legal counsel and have been advised by its legal counsel of the meaning and effect of this AVC.

F. Respondents further agree to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this AVC, whether required prior to, contemporaneous with or subsequent to the Effective Date, as defined herein.

G. Nothing contained in this AVC shall be construed to waive or limit any right of action by any consumer, person or entity, or by any local, state, federal or other governmental entity.

H. Respondents agree by the signing of this AVC that Respondents shall abide by each of the aforementioned provisions and that the breach of any one of these terms shall be sufficient warrant for the Commonwealth of Pennsylvania to seek penalties provided for under Section 201-8(a) of the Consumer Protection Law, 73 P.S. § 201-8(a), and to seek any other equitable relief which the Court deems necessary or proper, up to and including forfeiture of the right to engage in trade or commerce within the Commonwealth of Pennsylvania.

I. This AVC may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this AVC may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.

J. Respondents understand and agree that if any false statement was made in or related to this AVC, that such statement is made pursuant to and under penalty of 18 Pa.C.S. § 4904 relating to unsworn falsifications to authorities.

K. This AVC sets forth all of the promises, covenants, agreements, conditions and understandings between the parties, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied. There are no representations, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this AVC that are not fully expressed herein or attached hereto. Each party specifically warrants that this AVC is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

L. If any clause, provision or section of this AVC shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other

clause, provision or section of this AVC and this AVC shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

M. Respondents shall not, directly or indirectly, form a separate entity or corporation for the purpose of engaging in acts prohibited by this AVC or for the purpose of circumventing this AVC.

N. Neither Petitioner nor Respondents shall be considered the drafter of this AVC or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this AVC.

WHEREFORE, intending to be legally bound, the parties have hereto set their hands and seals.

SIGNATURES ON SEPARATE PAGE

**For the Petitioner:
COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL**

**JOSH SHAPIRO
ATTORNEY GENERAL**

Date:

12/12/18

By:




**JOHN M. ABEL
Senior Deputy Attorney General
PA Attorney I.D. No.47313
Bureau of Consumer Protection
15th Floor, Strawberry Square
Harrisburg, PA 17120
Telephone: (717) 783-1439
Facsimile: (717) 705-3795
Email: jabel@attorneygeneral.gov**

For the Respondents:

Wave Jumper Corporation

Date: 10.26.18

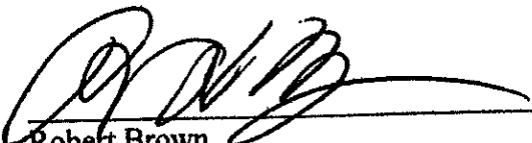
By: 
Christopher Brown, President

Blair Mobile, LLC

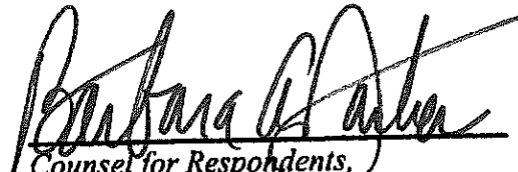
Date: 10.26.18

By: 
Christopher A. Brown, Sole Member

Date: 10-25-18

By: 
Robert Brown

Date: 10/25/18

By: 
Counsel for Respondents,
Barbara A. Darkes, Esq.
McNees, Wallace & Nurick LLC
100 Pine Street, P.O. Box 1166
Harrisburg, PA 17108

RESOLUTION

**RESOLUTION OF THE MEMBERS
OF BLAIR MOBILE, LLC**

The Member(s) of Blair Mobile, LLC met on the 25 day of Oct,
20 18, and approved the following resolution:

RESOLVED, that Christopher A. Brown, Sole Member of Blair Mobile, LLC is hereby authorized and empowered on behalf of Blair Mobile, LLC to enter into an Assurance of Voluntary Compliance with the Commonwealth of Pennsylvania, Office of Attorney General, upon the terms and conditions contained in the proposed Assurance of Voluntary Compliance attached hereto and made a part hereof.

Filed with and attested to by the sole Member and President of the Limited Liability Company, this 25th day of Oct, 20 18.



Sole Member and President

[SEAL]

CORPORATE RESOLUTION

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
WAVE JUMPER CORPORATION**

The Board of Directors of Wave Jumper Corporation met on the 25th day of
Oct, 2018, and approved the following resolution:

RESOLVED, that Christopher A. Brown, President of Wave Jumper Corporation, is hereby authorized and empowered on behalf of Wave Jumper Corporation, to enter into an Assurance of Voluntary Compliance with the Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection upon the terms and conditions contained in the proposed Assurance of Voluntary Compliance attached hereto and made a part hereof.

Filed with and attested to by the Secretary of the Corporation, this 25th day of
Oct, 2018.



Secretary

[CORPORATE SEAL]

IN THE COURT OF COMMON PLEAS OF
BLAIR COUNTY, PENNSYLVANIA
CIVIL ACTION

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL
Acting by Attorney General Josh Shapiro

PETITIONER

v.

BLAIR MOBILE, LLC, WAVE JUMPER
CORPORATION and ROBERT BROWN

RESPONDENTS

Case No. _____

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

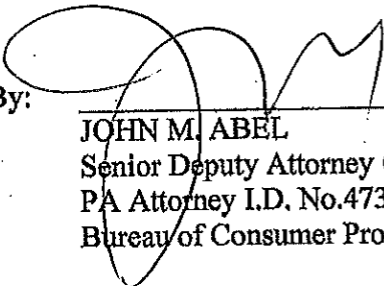
For the Petitioner:
COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO
ATTORNEY GENERAL

Date:

12/12/18

By:



JOHN M. ABEL
Senior Deputy Attorney General
PA Attorney I.D. No.47313
Bureau of Consumer Protection

15th Floor, Strawberry Square
Harrisburg, PA 17120
Telephone: (717) 783-1439
Facsimile: (717) 705-3795
Email: jabel@attorneygeneral.gov

**IN THE COURT OF COMMON PLEAS OF
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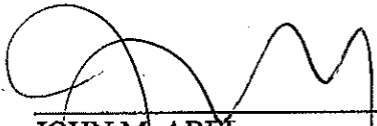
CERTIFICATE OF SERVICE

I, John Abel, Senior Deputy Attorney General, do hereby certify that a true and correct copy of the foregoing Assurance of Voluntary Compliance was served by means of First Class U.S. Mail, postage prepaid, on the date noted below:

Counsel for Respondents,
Barbara A. Darkes, Esq.
McNees, Wallace & Nurick LLC
100 Pine Street, P.O. Box 1166
Harrisburg, PA 17108

Date: 12/12/18

By: _____



JOHN M. ABEL
Senior Deputy Attorney General
PA Attorney I.D. No. 47313
Bureau of Consumer Protection
15th Floor, Strawberry Square
Harrisburg, PA 17120
Telephone: (717) 783-1439
Facsimile: (717) 705-3795
Email: jabel@attorneygeneral.gov