

**IN THE CIRCUIT COURT
FOR HOWARD COUNTY, MARYLAND**

JASON W. ROYAL, et. al.

and all others similarly situated,

Plaintiffs,

[vs]

Civil No: 13-C-04-059581 OC

EASTERN HOMES, INC., et. al.,

Defendants.

**PLAINTIFFS' SEVENTH AMENDMENT TO
CLASS ACTION COMPLAINT AND JURY DEMAND**

COMES NOW, Plaintiffs JASON W. ROYAL¹, SHARON E. STANHOPE (f/k/a Sharon McGraw), LEONARD and MELINDA STEWART, LAWRENCE CORWIN, DONALD and ANTOINETTE SCARAN and CORDELIA and JOHN WALSER, "Plaintiffs," and all others similarly situated, by and through their attorneys, and make the following Complaint against Defendants EASTERN HOMES, INC., MAPLE PARK, INC., BRENTWOOD MANOR, INC. AND GILBERT A. MOBLEY, SR. AND THE ESTATE OF JOYCE MOBLEY.²

¹ Defendant's expert has agreed after inspecting fourteen (14) homes installed by Eastern Homes, Inc. and the deposition testimony that Eastern Homes, Inc. installed all homes in the same manner that there is a consistent problem that "[t]he ground anchors on all homes should be removed and more applicable anchors for this particular soil condition should be installed. It should be acceptable to wait until the ground is acceptable to work with. The hurricane and tornado seasons which are the cause for winds up to 90 mph should not be til (sic) at least April." Expert Report of Kevin M. Finn, P.E. dated 12/13/05.

² As of this date the following individuals have retained the undersigned related to this matter:

INTRODUCTORY STATEMENT

1. Eastern Homes, Inc. (“Eastern Homes”) is a retail distributor and installer of manufactured homes in Maryland. Eastern Homes sells manufactured homes to low to moderate income consumers. Eastern Homes’ Plain Language Purchase Agreement includes, as part of the purchase price, the delivery, set up, and installation of the manufactured home. For many years, Eastern Homes and Park Owners have warranted that these manufactured homes would be installed in accordance with the manufacturer’s installation instructions provided with the unit pursuant to 24 C.F.R. §3280.306 of the federal regulations, and the Maryland Regulations.

The United States Congress enacted the Manufactured Home Construction and Safety Standards Act in 1974. The implementing construction standards were drafted in 1975, and became effective on June 15, 1976 (24 C.F.R. 3280, 3282, and 3283). It has become known in the manufactured

1. Anna Azmi; 2. April Montgomery; 3. Beverly Payne; 4. Bradley Lester; 5. Carl Richmond; 6. Carolyn Kidwell; 7. Cecilia Queen; 8. Christina Scott-Mata; 9. Christopher Weiffenback; 10. Christy Stanton; 11. Dana Sanders; 12. David Nimmo; 13. David Overmiller; 14. Delores Palmisano; 15. Donald and Antionette Scaran; 16. Doris Wisewaner; 17. Edna Peck; 18. Elena Duplessis; 19. Fidel Garcia; 20. Gabriel Mena; 21. Gary Muller; 22. Hamilton Shoop; 23. Hector Ortiz; 24. Helen Taylor; 25. Jason Royal; 26. Jeffrey Quade; 27. John Cain; 28. John Morrill; 29. John Walser; 30. Johnner Reilly; 31. Joseph Bullock; 32. Joseph Gray; 33. Juanita Dornon; 34. Kenneth Leckliter; 35. Kevin Moser; 36. Lawrence Corwin; 37. Mark Pluka; 38. Marlene Carlton; 39. Mary Purdhan; 40. Leonard and Melinda Stewart; 41. Merle Pringle; 42. Michael Neville; 43. Michael Orr; 44. Nancy Defina; 45. Peter Lippincott; 46. Rebecca Vaughn; 47. Richard Lowman; 48. Robert Lave; 49. Ruth Grimes; 50. Samuel Crouch; 51. Shannon Rocco; 52. Shirley Phelps; 53. Susan Piggott; 54. Tara Metcalf; 55. Thaddeus Mason; 56. Thomas Trust; 57. Todd Briggs; 58. William Mitchell; and 59. William Thomas; 60. Theresa and Sheldon G. McNeil.

housing industry as the “HUD Code.” Although the HUD Code did not specifically address installation, Congress directed that the states were expected to take over the regulation of installation. All states were expected to regulate installation through a State Administrative Agency (“SAA”). The State of Maryland qualified to serve as the SAA, and the Maryland General Assembly authorized the Department of Housing and Community Development (“the Department”) to act as necessary to carry out the state plan. The Department promulgated COMAR 05.02.04.15 in 1985 establishing the state mandatory minimum requirements for installation of all mobile homes with its authority granted in the HUD Code.³

2. Pursuant to the Maryland Codes Administration

Industrialized/Modular Buildings and Mobile/Manufactured Homes Regulations

COMAR 05.02.04.15 E:

(1) Stabilizing devices for mobile homes bearing HUD labels shall be installed in accordance with the manufacturer's installation instructions provided with the unit pursuant to § 3280.306 of the federal regulations.

(2) When the information for stabilizing device materials is not provided in the manufacturer's installation instructions, the materials shall be as approved by the local enforcement agency.

(3) When a mobile home is located in an area subjected to frost heave, the footings and load-carrying portion of the ground anchors shall extend below the frost line or as per the requirements established by the local enforcement agency.

Id (hereinafter referred to as “COMAR Section 15E”).

³ Although the Federal Act officially changed the term from “Mobile Home” to “Manufactured Home,” the Maryland regulation continues to define a Mobile Home as a Manufactured Home. The terms are synonymous.

3. Although COMAR Section 15E allows for a local enforcement agency to adopt more stringent requirements, this section establishes throughout the State of Maryland the minimum installation requirements. Since at least 1985, the State of Maryland has required that all manufactured/mobile homes that are set up on support piers must be set up and installed on support piers with footings below the locally established frost line and this applies to all piers under the home. Eastern Homes in fact has been setting homes on surface grade (on the ground) or not using footings under all piers. Setting up the home on piers lying on the surface grade will cause differential movement. For instance, when frost heave occurs, which it does and will, the home suffers differential movement which puts stress on walls and doors and floorboards. Such stress also pulls and loosens the "stabilizing devices" meaning all components of the anchoring and support systems such as piers, footing, ties, anchoring equipment, ground anchors, and any other equipment which supports the mobile home and secures it to the ground. The ground anchors do not extend below the locally established frost line nor do they utilize either a stabilizer plate or a concrete cylindrical collar. None have been capable of meeting the bare federal minimum HUD requirement for anchoring equipment: it must be capable of resisting an allowable working load equal to or exceeding 3,150 pounds and capable of withstanding a 50 percent overload (4,725 pounds total) without failure of either the anchoring equipment or the attachment point on the manufactured home.

4. The Maryland Mobile Home Act, Title 8A of Maryland Annotated Code, Real Property Article, (hereinafter "Title 8A"), imposes an absolute duty on

mobile home park owners to comply with all applicable building codes. The mobile home park owners control, authorize and employ the retailers to construct and/or install the homes. The mobile home parks, named herein, are the applicants on the permits to obtain building, occupancy and use permits for the respective homes and are thus under a duty to ensure that such homes are installed in a reasonable manner without violating building codes. The Park Owner inspects and authorizes the installation of the home the first time it is placed in the park and each and every time it is sold and allowed to stay in the park after resale. The Building Code Enforcement Officials hold the Park Owner and/or owner(s) of the land ultimately responsible for ensuring that homes installed in its park are installed in compliance with the building codes, including but not limited to, the HUD Code, COMAR 05.02.04.15E, and the manufacturer's installation instructions.

5. The individually-named Defendants, including Gilbert Mobley, Sr., own co-defendants Eastern Homes and Brentwood Manor as well as the land upon which Brentwood Manor and other parks sit. Mr. Mobley, Sr. has actual knowledge and in fact was in charge of the installation requirements and practices for Brentwood Manor and Eastern Homes. Mr. Mobley, Sr. either specifically directed the installation methods / requirements used by Eastern Homes/Brentwood Manor or actively participated in them.

**THE PARTIES
(PLAINTIFFS)**

6. Plaintiff⁴ JASON ROYAL ("Royal") is an individual who resides at Maple Park / 8205 Washington Boulevard Lot 43 Jessup, MD 20794 in Howard County.

7. Plaintiff SHARON E. STANHOPE ("Stanhope") (f/k/a Sharon McGraw) is an individual who leases a lot at Maple Park / 8205 Washington Boulevard Lot 22 Jessup, MD 20794 in Howard County.⁵

8. Plaintiffs LEONARD AND MELINDA STEWART ("Stewart") are individuals who reside at Brentwood Manor / 8305 Firewood Court Lot 101 Jessup, MD 20794 in Howard County.

9. Plaintiff LAWRENCE CORWIN ("Corwin") is an individual who resides at Brentwood Manor / 8418 Hazelwood Court, Lot 56, Jessup, MD 20794 in Howard County.

10. Plaintiffs, DONALD and ANTOINETTE SCARAN ("Scaran") are individuals who reside at Brentwood Manor / 8364 Ashwood Road, Jessup, MD 20794 in Howard County.⁶

⁴ When it is not necessary to refer to individual Plaintiffs specifically, they shall be referred to collectively as "Plaintiffs."

⁵ By agreement of the parties, the Plaintiffs Stanhope and Scaran(s) will not be participating as class representatives.

⁶ By agreement of the parties, the Stanhope and Scaran(s) Plaintiffs will not be participating as class representatives.

11. Plaintiffs, CORDELIA and JOHN WALSER (“Walser”) are individuals who reside at Brentwood Manor / 8301 Firewood Court, Jessup, MD 20794 in Howard County.

**DEFENDANTS
(RETAIL SELLER DISTRIBUTORS/INSTALLERS)**

12. Defendant EASTERN HOMES, INC. (“Eastern Homes”) is a corporation with a principal place of business at 8291 Washington Boulevard, Jessup, MD 20794. Eastern Homes is owned by the same individuals who own Brentwood Manor, Inc. and the land where the park is located in Howard County, Maryland.

(PARK OWNERS)

13. Defendant MAPLE PARK, INC. (“Maple Park”) is a corporation with a principal place of business at 3648 Washington Boulevard, Baltimore, MD 21227.

14. Defendant BRENTWOOD MANOR, INC (“Brentwood Manor”) is a corporation with a principal place of business at 8315 Washington Boulevard, Baltimore, MD 20794. Brentwood Manor is owned by the same individuals who own Eastern Homes. Brentwood Manor owns and operates a mobile home park known as Brentwood Manor Mobile Home Park (“Brentwood Manor Park”).

(INDIVIDUALS)

15. Defendants, GILBERT A. MOBLEY, Sr., is an individual who owns the land on which Brentwood Manor Park and/or Eastern Homes are located and/or the corporations themselves. Defendant Gilbert Mobley, Sr. is the sole surviving shareholder of Defendant Brentwood Manor. Defendant Gilbert

Mobley, Sr. is also the sole surviving shareholder of Defendant Eastern Homes. Defendant Gilbert Mobley, Sr. was and is identified as the landowner on building permits issued for installation of mobile homes for Eastern Homes and at Brentwood Manor Park. Mr. Mobley, Sr. has actual knowledge and in fact was in charge of the installation requirements and practices for these two co-defendants. Mr. Mobley, Sr. either specifically directed the installation methods / requirements used by Eastern / Brentwood or actively participated in them.

16. THE ESTATE OF JOYCE MOBLEY is the decedent's estate of Joyce Mobley. Defendant Gilbert Mobley, Sr. is the personal representative of the Estate of Joyce Mobley. Joyce Mobley was the co-owner of the real property where the Brentwood Manor Park and Eastern Homes are located. Joyce Mobley was and is identified as the landowner on building permits issued for installation of mobile homes for Eastern Homes and at Brentwood Manor Park.

JURISDICTION

17. This Court has subject matter jurisdiction over this action because Defendants regularly engage in the sale and distribution of consumer products to Maryland consumers.

VENUE

18. Venue is proper in this County because a substantial part of the events giving rise to claims herein occurred within this County. Specifically, Eastern Homes and the park owner Defendants are, upon information and belief, located in Howard County, Maryland.

FACTS REGARDING SPECIFIC PLAINTIFFS JASON W. ROYAL

19. Jason W. Royal purchased a new 14 x 48 foot home manufactured by Fleetwood Homes, Inc. called a "Fleetwood Eagle" with a Serial Number of PAFIV22A10708FG18 from Eastern Homes, Inc. on or about May 21, 1997. The purchase price was \$26,500.00. Plaintiff Royal's purchase contract with Eastern Homes included that Eastern Homes would deliver and setup his new home in Maple Park. Plaintiff Royal did not complete his purchase transaction with Eastern Homes, nor did he execute a lease with Maple Park, until after Eastern Homes had setup his home. Plaintiff Royal's home was installed in and approved for sale by a mobile home park named Maple Park, Inc. and he has lived at this park for the duration of the time he has owned this home. Mr. Royal pays a monthly lot lease to Maple Park, Inc. of approximately \$300 per month.

20. Mr. Royal's mobile home is sitting on foundation piers set on grade (with no footings below the frost-line) and has improper ventilation either as a result of the improperly ventilated skirting or the improperly installed moisture barrier and has water which sits under the home causing moisture damage as a result of improper site preparation. The ground anchors do not extend below the locally established frost line nor do they utilize either a stabilizer plate or a concrete cylindrical collar. None of the stabilizing devices, meaning all components of the anchoring and support systems such as piers, footing, ties, anchoring equipment, ground anchors, and any other equipment which supports the mobile home and secures it to the ground, have been capable of meeting the bare minimum HUD requirement for anchoring equipment: it must be capable of resisting an allowable working load equal to or exceeding 3,150 pounds and capable of withstanding a 50 percent overload (4,725 pounds total) without

failure of either the anchoring equipment or the attachment point on the manufactured home. The home is damaged or will become damaged as a result of these latent defects and is un-level or will become un-level when subjected to the forces of differential movement, with doors and windows out of square and seams separating and walls warping, resulting in a decreased value in the home and a loss of use/enjoyment by the homeowner. Additionally, there is a significant risk of serious personal injury or death as a result of these defects. The Hurricane Tie-Down Straps have become loose or will become loose as a result of the differential movement of the home and they were improperly installed such that harm can come to inhabitants of the home or neighbors. Nothing has been done to change any of the conditions that existed as it relates to the home at the time it left the seller's control since the homeowner(s) moved in with respect to these issues, including but not limited to the defective stabilizing devices, meaning all components of the anchoring and support systems such as piers, footing, ties, anchoring equipment, ground anchors, and any other equipment which supports the mobile home and secures it to the ground. The homeowner(s) was not permitted to occupy and/or take possession of the home until the park and the retailer obtained the occupancy and use permit.

SHERRY E. STANHOPE

21. Sherry E. Stanhope purchased a new 14 x 52 foot home manufactured by Fleetwood Homes, Inc. called a "Fleetwood Vogue" with a Serial Number of NCFLX41A63971VO13 from Eastern Homes, Inc. on or about January 19, 2001. The purchase price was approximately \$18,000.00. Plaintiff

Stanhope's purchase contract with Eastern Homes included that Eastern Homes would deliver and setup her new home in Maple Park. Plaintiff Stanhope did not complete her purchase transaction with Eastern Homes, nor did she execute a lease with Maple Park, until after Eastern Homes had setup her home. Ms. Stanhope's home was installed in and approved for sale by a mobile home park named Maple Park, Inc. and it has stayed at this park for the duration of the time she has owned this home to date. Ms. Stanhope pays a monthly lot lease to Maple Park, Inc. of approximately \$325 per month.

22. Ms. Stanhope's mobile home is sitting on foundation piers set on grade (with no footings below the frost-line) and has improper ventilation either as a result of the improperly ventilated skirting or the improperly installed moisture barrier and has water which sits under the home causing moisture damage as a result of improper site preparation. The ground anchors do not extend below the locally established frost line nor do they utilize either a stabilizer plate or a concrete cylindrical collar. None of the stabilizing devices, meaning all components of the anchoring and support systems such as piers, footing, ties, anchoring equipment, ground anchors, and any other equipment which supports the mobile home and secures it to the ground, have been capable of meeting the bare minimum HUD requirement for anchoring equipment: it must be capable of resisting an allowable working load equal to or exceeding 3,150 pounds and capable of withstanding a 50 percent overload (4,725 pounds total) without failure of either the anchoring equipment or the attachment point on the manufactured home. The home is damaged or will become damaged as a result of these latent defects and is un-level or will become un-level when subjected to

the forces of differential movement, with doors and windows out of square and seams separating and walls warping, resulting in a decreased value in the home and a loss of use/enjoyment by the homeowner. Additionally, there is a significant risk of serious personal injury or death as a result of these defects. The Hurricane Tie-Down Straps have become loose or will become loose as a result of the differential movement of the home and they were improperly installed such that harm can come to inhabitants of the home or neighbors. Nothing has been done to change any of the conditions that existed as it relates to the home at the time it left the seller's control since the homeowner(s) moved in with respect to these issues, including but not limited to the defective stabilizing devices, meaning all components of the anchoring and support systems such as piers, footing, ties, anchoring equipment, ground anchors, and any other equipment which supports the mobile home and secures it to the ground. The homeowner(s) was not permitted to occupy and/or take possession of the home until the park and the retailer obtained the occupancy and use permit.

23. Ms. Stanhope had attempted to sell her home recently. Ms. Stanhope had a buyer ready, willing and able to buy her home, however the transaction was "killed" because Maple Park told her that she would have to put footers to the frost line under her home prior to any sale. Such a cost may approach \$10,000, and Ms. Stanhope is not willing to spend this money—even if she could—for a defect she believes is the Defendants' responsibility. This has caused her additional damage. Another unnamed but retained putative member

had the exact same thing told to them when a buyer was ready, willing and able to buy their home.

LEONARD AND MELINDA STEWART

24. Leonard and Melinda Stewart purchased a new 24 x 68 foot home manufactured by Peach State, Inc. called a "Peachstate" with a Serial Number of 14875 from Eastern Homes, Inc. on or about December 15, 1993. The purchase price was \$51,000.00. Plaintiffs Stewarts' purchase contract with Eastern Homes included that Eastern Homes would deliver and setup their new home in Brentwood Manor. Plaintiffs Stewart did not complete their purchase transaction with Eastern Homes, nor did they execute a lease with Brentwood Manor, until after Eastern Homes had setup their home. The Stewart's home was installed in and approved for sale by a mobile home park named Brentwood Manor, Inc. and they have lived at this park for the duration of the time they have owned this home. Upon information and belief, Eastern Homes, Inc. and Brentwood Manor, Inc. are owned by the same individuals, and the park and retailer share the same land. The Stewart's pay a lot lease to Brentwood Manor, Inc. of approximately \$350 per month.

25. The Stewart's mobile home is sitting on foundation piers set on grade (with no footings below the frost-line) and has improper ventilation either as a result of the improperly ventilated skirting or the improperly installed moisture barrier and has water which sits under the home causing moisture damage as a result of improper site preparation. The ground anchors do not

extend below the locally established frost line nor do they utilize either a stabilizer plate or a concrete cylindrical collar. None of the stabilizing devices, meaning all components of the anchoring and support systems such as piers, footing, ties, anchoring equipment, ground anchors, and any other equipment which supports the mobile home and secures it to the ground, have been capable of meeting the bare minimum HUD requirement for anchoring equipment: it must be capable of resisting an allowable working load equal to or exceeding 3,150 pounds and capable of withstanding a 50 percent overload (4,725 pounds total) without failure of either the anchoring equipment or the attachment point on the manufactured home. The home is damaged or will become damaged as a result of these latent defects and is un-level or will become un-level when subjected to the forces of differential movement, with doors and windows out of square and seams separating and walls warping, resulting in a decreased value in the home and a loss of use/enjoyment by the homeowner. Additionally, there is a significant risk of serious personal injury or death as a result of these defects. The Hurricane Tie-Down Straps have become loose or will become loose as a result of the differential movement of the home and they were improperly installed such that harm can come to inhabitants of the home or neighbors. Nothing has been done to change any of the conditions that existed as it relates to the home at the time it left the seller's control since the homeowner(s) moved in with respect to these issues, including but not limited to the defective the stabilizing devices, meaning all components of the anchoring and support systems such as piers, footing, ties, anchoring equipment, ground anchors, and any other equipment which supports the mobile home and secures it to the

ground. The homeowner(s) was not permitted to occupy the home / take possession of the home until the park and the retailer obtained the occupancy and use permit.

LAWRENCE CORWIN

26. Lawrence Corwin purchased a new 32 x 80 foot home manufactured by Colony model number WX504A with a Serial Number of SY14043AB from Eastern Homes, Inc. on or about April 1, 2001. The purchase price was approximately \$87,487.00. Plaintiff Corwin's purchase contract with Eastern Homes included that Eastern Homes would deliver and setup his new home in Brentwood Manor. Plaintiff Corwin did not complete his purchase transaction with Eastern Homes, nor did he execute a lease with Brentwood Manor, until after Eastern Homes had setup his home. Mr. Corwin's home was installed in and approved for sale by a mobile home park named Brentwood Manor, Inc., and it has stayed at this park for the duration of the time he has owned this home to date. Mr. Corwin pays a monthly lot lease to Brentwood Manor, Inc. of approximately \$404 per month.

27. Mr. Corwin's mobile home is sitting on foundation piers set on grade (with no footings below the frost-line). The home has water which sits under the home causing moisture damage as a result of improper site preparation. The ground anchors do not extend below the locally established frost line nor do they utilize either a stabilizer plate or a concrete cylindrical collar. None of the stabilizing devices, meaning all components of the anchoring and support systems such as piers, footing, ties, anchoring equipment, ground

anchors, and any other equipment which supports the mobile home and secures it to the ground, have been capable of meeting the bare minimum HUD requirement for anchoring equipment: it must be capable of resisting an allowable working load equal to or exceeding 3,150 pounds and capable of withstanding a 50 percent overload (4,725 pounds total) without failure of either the anchoring equipment or the attachment point on the manufactured home. The home is damaged or will become damaged as a result of these latent defects and is un-level or will become un-level when subjected to the forces of differential movement, with doors and windows out of square and seams separating and walls warping, resulting in a decreased value in the home and a loss of use/enjoyment by the homeowner. Additionally, there is a significant risk of serious personal injury or death as a result of these defects. The Hurricane Tie-Down Straps have become loose or will become loose as a result of the differential movement of the home and they were improperly installed such that harm can come to inhabitants of the home or neighbors. Nothing has been done to change any of the conditions that existed as it relates to the home at the time it left the seller's control since the homeowner(s) moved in with respect to these issues, including but not limited to the defective the stabilizing devices, meaning all components of the anchoring and support systems such as piers, footing, ties, anchoring equipment, ground anchors, and any other equipment which supports the mobile home and secures it to the ground. The homeowner(s) was not permitted to occupy the home / take possession of the home until the park and the retailer obtained the occupancy and use permit.

DONALD AND ANTOINETTE SCARAN

28. Donald & Antoinette Scaran purchased a new 60 x 24 foot home manufactured by Pinegrove, with a Serial Number of GP40366AB from Eastern Homes, Inc. on or May 16, 1996. The purchase price was approximately \$58,900. Plaintiffs Scarans' purchase contract with Eastern Homes included that Eastern Homes would deliver and setup their new home in Brentwood Manor. Plaintiffs Scarans did not complete their purchase transaction with Eastern Homes, nor did they execute a lease with Brentwood Manor, until after Eastern Homes had setup their home. The Scarans' home was installed in and approved for sale by a mobile home park named Brentwood Manor, Inc. and it has stayed at this park for the duration of the time he has owned this home to date. The Scarans pay a monthly lot lease to Brentwood Manor, Inc. of approximately \$350.00 per month.

29. The Scaran's mobile home is sitting on foundation piers set on grade (with no footings below the frost-line) and has improper ventilation either as a result of the improperly ventilated skirting or the improperly installed moisture barrier and has water which sits under the home causing moisture damage as a result of improper site preparation. The ground anchors do not extend below the locally established frost line nor do they utilize either a stabilizer plate or a concrete cylindrical collar. None of the stabilizing devices, meaning all components of the anchoring and support systems such as piers, footing, ties, anchoring equipment, ground anchors, and any other equipment which supports the mobile home and secures it to the ground, have been capable of meeting the bare minimum HUD requirement for anchoring equipment: it must be capable of resisting an allowable working load equal to or exceeding 3,150 pounds

and capable of withstanding a 50 percent overload (4,725 pounds total) without failure of either the anchoring equipment or the attachment point on the manufactured home. The home is damaged or will become damaged as a result of these latent defects and is un-level or will become un-level when subjected to the force of differential movement, with doors and windows out of square and seams separating and walls warping, resulting in a decreased value in the home and a loss of use/enjoyment by the homeowner. Additionally, there is a significant risk of serious personal injury or death as a result of these defects. The Hurricane Tie-Down Straps have become loose or will become loose as a result of the differential movement of the home and they were improperly installed such that harm can come to inhabitants of the home or neighbors. Nothing has been done to change any of the conditions that existed as it relates to the home at the time it left the seller's control since the homeowner(s) moved in with respect to these issues, including but not limited to the defective stabilizing devices, meaning all components of the anchoring and support systems such as piers, footing, ties, anchoring equipment, ground anchors, and any other equipment which supports the mobile home and secures it to the ground. The homeowner(s) was not permitted to occupy the home / take possession of the home until the park and the retailer obtained the occupancy and use permit.

30. On February 18, 2005, a letter was sent to Mr. & Mrs. Scaran in regard to the inspection of his lot by Brentwood Manor. The letter included the following about the leveling of the home and the sewer pipe on the property:

A. Leveling of Home: There is a small amount of wash out under one of the piers of block. Leroy advised that they would straighten up the block and make sure the home is level.

B. Sewer Pipe: The sewer pipe that came apart under the home is not our responsibility to repair or to reimburse you for repairs made. However, the area around the pipe coming out of the ground needs to be filled in. Leroy advised that he would fix this at the time they come out to level up the house.

A home with code compliant stabilizing devices will not need to be “re-leveled” or suffer “wash-out” under the piers.

JOHN and CORDELIA WALSER

31. CORDELIA and JOHN WALSER purchased a new 2003 64 by 28 foot home manufactured by Colony / Winchester Home, Serial Number of A / CSB 16800ABX from Eastern Homes, Inc. on or about October 15, 2002. The purchase price was approximately \$89,900. Plaintiffs Walsers’ purchase contract with Eastern Homes included that Eastern Homes would deliver and setup their new home in Brentwood Manor. Plaintiffs Walsers did not complete their purchase transaction with Eastern Homes, nor did they execute a lease with Brentwood Manor, until after Eastern Homes had setup their home. The Walser’s sold their multi-level stick built home because they are elderly, and Mr. Walser had suffered a stroke, is confined to a wheel chair and needed one-level living. The Walsers placed a down payment of \$30,000 in cash, which constituted a substantial portion of the proceeds from the sale of their home – their life savings. Their new mobile home was installed in and approved for sale

by a mobile home park named Brentwood Manor (owned by the Mobley's, as alleged below) and it has stayed at this park for the duration of the time they have owned this home to date. They pay a monthly lot lease to Brentwood Manor, Inc. of approximately \$404 per month.

32. The Walser's mobile home is sitting on foundation piers set on grade (with no footings below the frost-line) under some piers, while some in fact have footers to the frost line. The home has water which sits under the home causing moisture damage as a result of improper site preparation. The ground anchors do not extend below the locally established frost line nor do they utilize either a stabilizer plate or a concrete cylindrical collar. None of the stabilizing devices, meaning all components of the anchoring and support systems such as piers, footing, ties, anchoring equipment, ground anchors, and any other equipment which supports the mobile home and secures it to the ground, have been capable of meeting the bare minimum HUD requirement for anchoring equipment: it must be capable of resisting an allowable working load equal to or exceeding 3,150 pounds and capable of withstanding a 50 percent overload (4,725 pounds total) without failure of either the anchoring equipment or the attachment point on the manufactured home. The home is damaged or will become damaged as a result of these latent defects, and is un-level or will become un-level when subjected to the forces of differential movement, with doors and windows out of square and seams separating and walls warping, resulting in a decreased value in the home and a loss of use/enjoyment by the homeowner. Additionally, there is a significant risk of serious personal injury or death as a result of these defects. The Hurricane Tie-Down Straps have

become loose or will become loose as a result of the differential movement of the home and they were improperly installed such that harm can come to inhabitants of the home or neighbors. Nothing has been done to change any of the conditions that existed as it relates to the home at the time it left the seller's control since the homeowner(s) moved in with respect to these issues, including but not limited to the defective stabilizing devices, meaning all components of the anchoring and support systems such as piers, footing, ties, anchoring equipment, ground anchors, and any other equipment which supports the mobile home and secures it to the ground. The homeowner(s) was not permitted to occupy the home / take possession of the home until the park and the retailer obtained the occupancy and use permit.

33. It appears that Eastern Homes or the Mobley's obtained a permit for a 24 by 52 foot home and arranged to have the footings inspected for that size home. Contrary to the building permit, however, Eastern Homes and Mobley's installed a 28 by 64 foot home that was sold to the Walser's, and Eastern Homes or the Mobley's did not dig the additional footing holes or have the additional footing holes inspected. The piers on the marriage line and additional piers do not have footers to the frost line, but rather are set on grade or on top of the ground. A vapor barrier and skirting concealed this fact from the Walser's. This is the second of two such post-September, 2001 homes installed by Eastern that has these characteristics.

34. Even if the footers under each pier reached the frost line the Hurricane Tie-Down Straps and Ground Anchors – as in all other homes

inspected – do not meet the mandated minimum requirements of the COMAR or HUD Codes.

FACTS APPLICABLE TO ALL COUNTS

35. The allegations of the preceding paragraphs are incorporated herein by reference as if fully set forth.

36. Pursuant to the Maryland Codes Administration Industrialized / Modular Buildings and Mobile / Manufactured Homes Regulations COMAR 05.02.04 section 15 E(3): When a mobile home is located in an area subjected to frost heave, the footings and load-carrying portion of the ground anchors shall extend below the frost line or as per the requirements established by the local enforcement agency. Id. COMAR Section 15 E(3) allows for a local enforcement agency to adopt more stringent requirements but this section establishes throughout the State of Maryland the bare minimum. Since at least 1985, a mandate from the State of Maryland has required footers below the locally established frost line as a bare minimum. This bare minimum requirement does not change from County to County.

37. Howard County has always had the same *requirement* obviously as that mandated by the State COMAR Section 15E but has not always been diligent in inspecting whether footers below the frost line were used. Howard County on or about September, 2001, changed its *inspection* requirements and now requires that footers below the frost line be inspected prior to the home being installed on the site in mobile home parks.

38. Stabilizing devices, meaning all components of the anchoring and support systems such as piers, footing, ties, anchoring equipment, ground

anchors, and any other equipment which supports the mobile home and secures it to the ground, Hurricane Tie-Down Anchors and/or Ground Anchoring Equipment must extend to the frost line and be capable of resisting an allowable working load equal to or exceeding 3,150 pounds and capable of withstanding a 50 percent overload (4,725 pounds total) without failure of either the anchoring equipment or the attachment point on the manufactured home pursuant to Maryland's COMAR 05.02.04.15E(1) / 24 CFR 3280.306, among other sections and requirements. Defendants have failed to meet these mandated requirements, which are no more subject to "interpretation" than is the requirement of footers to the frost line.

39. The Eastern Homes, Inc. installation method is improper, inferior, and substandard, and it was never disclosed to the consumer. The homeowner/consumer may never learn that his/her mobile home was improperly installed even after experiencing problems associated with frost heave, settlement, excessive moisture from improper site preparation, and any other defects from poor and non-journeyman like workmanship during the set up and installation process because the Defendants (retailers and park owners) control the repair orders when responding to any complaints from the consumers. The consumer may never discover that his or her mobile home was not installed per the manufacturer's instructions or, more importantly, per the State mandated regulations.

40. The respective established frost line for each relevant County herein is and always has been thirty (30") inches below finished grade not on

grade (which rests literally on top of the ground), which was the Eastern Homes method.

41. Upon information and belief, Eastern Homes failed to properly install hundreds or thousands of consumers' mobile homes in the State of Maryland as described herein. Eastern Homes and/or Brentwood Manor has sent letters to homeowners stating that:

Leroy from Eastern Homes came out to inspect your lot...There is a small amount of wash out under one of the piers of block. Leroy advised that they will straighten up the block and make sure the home is level.

A home with a proper foundation with footers to the frost line will not need to be "re-leveled" or suffer "wash-out" under one of the piers.

42. Eastern Homes and its other related entities sell its mobile homes to consumers for a purchase price that includes proper installation and is responsible to consumers to properly install the mobile home.

43. The installation method Eastern Homes has been using has no sound engineering support for its use and is substantially cheaper than the manufacturer's recommended version. If the home costs more to install this negatively impacts the net profit to Eastern Homes, and there is thus a significant financial incentive to keep costs to a minimum when installing a mobile home. Plaintiffs believe that this incentive has been at a substantial cost to them in terms of quality of work and ultimately damage to the homes. Regardless of cost, code requires that the footers and load carrying portion of the ground anchors shall extend below the frost line, and that all stabilizing devices must be installed in accordance with manufacturer's installation instructions provided with the unit pursuant to 24 C.F.R. § 3280.306 of the federal regulations.

44. As stated, such a defective installation procedure is a prescription for danger and caused or will cause, at a minimum, latent defects that eventually will result in causing sinking / separating or causing the home to not be “square” due to the undue structural forces on the walls of the home. In fact, each respective home has become or will become un-level causing actual damages to the home (other than the significant detail of an un-level home) including, but not limited to, doors and windows being difficult or impossible to open, and seams of walls separating.

45. Each respective homeowner has also been damaged above and beyond the mere fact of having a defective foundation which has resulted or will result in damages to the unit but also through a loss of use / enjoyment of the home and a decreased value of the home caused by permanent property damage. Besides the damage to the actual home itself which has occurred or will occur, if the home is not properly installed, the manufacturer’s warranty may be voided. Improper site preparation, including but not limited to, the grading or lack of grading the lot/site has resulted or will result in moisture damage to the home. The homeowner may not be able to sell her home given that some of the parks are, pursuant to the leases for the lot, requiring that footers to the frost line be placed under the home prior to any transfer.

46. A significant risk of serious personal injury or death can occur as a result of these latent defects. The stabilizing devices have become loose or will become loose as a result of the differential movement of the homes and they were improperly installed such that harm can come to inhabitants of the home or neighbors. Defendant Eastern Homes obtained Occupancy and Use Permits

from the respective County's herein by representing that all mandated minimums of the State COMAR and federal HUD Requirements had been met. Additionally, the cost to purchase a stabilizer plate for the Hurricane Tie-Down Straps, which will save lives, is less than several dollars per stabilizer plate. Even if the footers under each pier reached the frost line, the Hurricane Tie-Down Straps and Ground Anchors do not meet the mandated minimum requirements of the COMAR or HUD Codes.

THE PARK OWNER

47. The allegations of the preceding paragraphs are incorporated herein by reference as if fully set forth.

48. The mobile home parks, named herein, are the applicants on the permits to obtain building, occupancy and use permits for the respective mobile home installations. The park owner owns the ground on which a consumer's mobile home are set up and installed. The park owner leases the ground to the consumer plaintiffs for a monthly lot rent. The park owners have a duty to ensure that such mobile homes are installed in a reasonable manner, and in compliance with all building codes. Additionally, each respective lease herein states that if a homeowner wants to sell her property, it must meet certain requirements including that the floors not be sagging and that no damage from water leaks or deterioration be present. Sagging floors, among the damages, can be a direct result of a defective foundation.

49. All relevant County Building Officials have testified similarly to the effect of J. Michael Evans, former Chief Building Inspector for Howard County Maryland that "I felt that it was appropriate to reinforce with the mobile home park

owners that it is ultimately their responsibility to assure that all of the requirements of the state, federal government, as well as the county regulations and the manufacturer's requirements are complied with.” Id (emphasis supplied).

50. The park leases provide that the park owner shall control and supervise the installation of the homes to ensure that the home is installed correctly. The park leases all provide words to the effect of either of the following (emphasis supplied):

INITIAL SET-UP Home to be installed in accordance with the County and State requirements and the manufacturer’s set-up manual and instructions **under the control and supervision of the [Park] Owner** to assure the placing of the home on the site in a uniform manner.

Prior to the date of delivery, the dealer and/or Resident **must obtain a completed list of set-up requirements established by the Park Owner**, and will make certain that all materials necessary for a proper set-up accompany the home to the Park. Upon arrival, the driver will walk the site **with a representative of the Park Owner, who will supervise the placing of the home on the site**.

51. No Plaintiff herein has installed his own home (the Park does not permit it and a homeowner does not have the ability). Rather, either Eastern Homes has installed it or the Park Owner has supervised and authorized the installation of the home or the re-sale of the home after the Park’s exclusive right to inspect the home. For example, if a new home was installed, it was done by Eastern Homes. However, if a home was allowed to be sold that had already been installed in the park, the leases all provide words to the effect of: “The Resident **shall** permit the Park Owner to inspect the mobile home for sale, including all structures appurtenant thereto, to determine whether or not the home **will meet the current Park standards with respect to ...construction**

and safety conditions.” Each lease and indeed Title 8A require that the Park Owner will ensure compliance with all building codes with respect to construction and safety standards. The leases continue to state that the Park Owner shall notify in writing the Resident of the list of necessary repairs “which **must be completed to the Park Owner’s satisfaction**, prior to occupancy by any purchaser of the home...”

52. The park owner permitted, allowed, agreed, contracted, and/or consented to the Retailer installing the mobile homes in the mobile home parks. The defendant park owner has the authority, duty and control over those who will be allowed to install homes in the park and how such installations shall occur.

53. At a minimum, alternatively and upon information and belief, the park owner has actual knowledge of the defective actions of the Retailer (Eastern Homes and others). This is because the park owner has profited from these same actions in that the park owner collects a monthly lot rent for lease for a property that does not conform to applicable building codes.

54. The park owners control exclusively the place upon which a home shall be erected. The Park Owner inspects and authorizes for the installation of the home the first time it is placed in the park and each and every time it is sold and allowed to stay in the park. Mobile Homes are, contrary to some misconceptions, not effectively mobile to the homeowner. This is one of the reasons the federal government through the enactment of the Federal Manufactured Home Construction and Safety Standards Act changed the term “mobile home” to “manufactured home.” The overwhelming majority of homeowners who live in mobile home parks live there permanently and, if they

leave their park, they sell the house rather than “moving” the “mobile home.” This is because it is very expensive to “move” a mobile home, assuming you can find a private lot where it will be allowed, and oftentimes the cost to do so exceeds the financial ability of the homeowner. Owning a mobile home in a mobile home park is much like conventional “stick built” homeowners in most respects. A foundation’s useful life is indefinite. Title 8A expressly allows the “mobile” home owner the right to live in the park in perpetuity, which is what happens in most cases. It is nearly impossible for an individual untrained in mobile home installation to know whether or not footers to the frost line are provided for underneath the piers that support his home. An expert in this field himself must remove the skirting, crawl underneath the home and dig down under the pier (there are about 28 piers under a standard double-wide) to determine this, and the expert knows what he or she is looking for. For someone who does not, this is very difficult to do and such a person could not reasonably be expected to do so. This would be akin to requiring a homeowner who bought a “conventional stick built” home from a builder to dig down beneath the new home to determine if the foundation extended to the frost line. There are certain things a homeowner reasonably relies upon from the builder or contractor charged with the work. Even if a homeowner were to hire an independent inspector, that inspector would not dig down to the frost line to determine if the foundation is proper. Again, the homeowner relies on the builder to build and install the home in accordance with the manufacturer’s installation instructions provided with the unit pursuant to 24 C.F.R. §3280.306 of the federal regulations.

55. The park owners effectively and practically require that each respective homeowner use Eastern Homes in one or more of the following ways:
a) specifically “steer” the homeowner to use Eastern Homes to install the home;
b) specifically employ Eastern Homes to install the home without the homeowner’s knowledge or consent prior to installation of the home; and/or c) has the home pre-installed by Eastern Homes prior to the homeowner's purchase from Eastern Homes and execution of a lease with the park owner.

56. Each respective lease incorporates by reference Title 8A, which requires that park owners “shall” comply with all applicable building codes. COMAR Section 15E(3) which mandates that footings and load carrying portions of the ground anchors shall extend below the locally established frost line is a building code.

57. Each respective Plaintiff herein was negligently led to believe in several ways that the lease being entered into with respective park owners required the landlord to ensure that all applicable building codes were followed, and provide code compliant land upon which to situate his/her home. Footings that extend below the frost line are fixtures and are a part of the land of the park owner. The park owner’s failure to ensure proper and code compliant installation of the mobile home has proximately caused injury to the Plaintiffs. The park owner is expressly permitted to by the Maryland code to charge reasonable fees for its costs and expenses when installing or removing a home the park.

58. A Park Owner (Maple Park) has told several homeowners that they cannot sell their homes unless and until footers below the frost line are installed. Plaintiffs have thus been damaged in this regard as well.

59. Maryland Annotated Code, Real Property Article, § 8A-1502(e) (provisions void as against public policy) establishes that, if the effect of any provision of a rental agreement is to indemnify the park owner, hold him harmless, or preclude or exonerate him from any liability to a mobile home resident, or to any other person, for any injury, loss, damage, or liability arising from any omission, fault, negligence, or other misconduct of the park owner on or about the leased premises not within the exclusive control of the mobile home resident, the provision is against public policy and void. An insurer may not claim a right of subrogation by reason of the invalidity of this provision.

60. Upon information and belief, many if not all of the same individuals who own and/or operate and Eastern Homes also own Brentwood Manor Park. Upon information and belief, these two respective Defendants are interrelated shell corporations (with shared offices) owned and/or operated by the same individuals and/or engaged in a controlled and/or shared business arrangement, and each are equally liable for the defective workmanship alleged throughout. Upon information and belief, the corporations named herein misuse the corporate medium through the following manner: each corporation is undercapitalized, the assets are siphoned from one to the other, corporate formalities are not respected, substantial business relations are only with each other, and each operates solely and/or primarily with each other's assets and shared employees. At a minimum, upon information and belief, the Brentwood Manor park owners have actual knowledge of the defective (and unintentional) and/or fraudulent (and intentional) actions of Eastern and have played an active role in this respect.

61. As stated, the owners of the park (and land) and/or the applicants on the building permits are ultimately responsible for ensuring that the homes are installed pursuant to the minimum building codes and have an ongoing duty to ensure this is accomplished. Finally, Title 8A, the Maryland Mobile Home Act, states: 8A-202(e)(3) Rental Agreement - Prohibited Contents - "Any provision whereby the resident waives his right to jury trial"; 8A-1501(a) Obligation of good faith - "This title and each rental agreement made under it impose an obligation of good faith in performance and enforcement." Civil Actions - Enforcement by civil action - "In an action by a resident, the court may award equitable relief that it considers necessary, including the enjoining of further violations."

THE INDIVIDUALLY NAMED DEFENDANTS (MOBLEY'S)

62. The allegations of the preceding paragraphs are incorporated herein by reference as if fully set forth.

63. Each and every relevant County Department Head Building Inspector has testified that the individual land owners and/or park owners are ultimately responsible for building code violations on their property, although in such situations a claim for indemnification arises against the contractor that performed the work. In this case however, Gilbert Mobley, Sr. owns co-defendants Eastern Homes and Brentwood Manor as well as the land upon which Brentwood Manor sits and has actual knowledge and in fact was in charge of the installation requirements and practices for these two co-defendants. Charged with such actual knowledge, a duty existed to the consumers – as opposed to if Mobley was an innocent landowner – to come forward and speak.

64. Additionally, Gilbert Mobley, Sr. is a corporate officer and/or agent (in addition to being the sole owner) of Eastern Homes and Brentwood Manor. Mr. Mobley, Sr. personally committed and/or inspired or participated in the installation of these homes which have resulted in the risk of death and personal injury alleged herein. Stated differently, Mr. Mobley, Sr. either specifically directed the installation methods / requirements used by Eastern Homes/Brentwood Manor or actively participated in them.

CLASS ACTION ALLEGATIONS

65. The allegations of the preceding paragraphs are incorporated herein by reference as if fully set forth.

66. Plaintiffs bring this action on behalf of themselves and on behalf of two classes of similarly situated persons pursuant to Rule 2-231 of the Maryland Rules. Class I, represented by Cordelia and John Walser and Lawrence Corwin, is solely against Eastern Homes and is defined as follows:

All persons in Maryland whose manufactured home was installed by Eastern Homes, Inc. after August 25th, 2000 and: 1) does not have footings under each pier that extend below the locally established frost line; or 2) does not have load carrying portions of the ground anchors that extend below the locally established frost line; or 3) does not have ground anchors which utilize either a stabilizer plate or a concrete cylindrical collar; or 4) does not have anchoring equipment that is capable of resisting an allowable working load equal to or exceeding 3,150 pounds and capable of withstanding a 50 percent overload (4,725 pounds total) without failure of either the anchoring equipment or the attachment point on the manufactured home.

Excluded from both Class I are the following: (i) Defendant, any person, firm trust, corporation or other entity affiliated with Defendant; (ii) any claims for actual personal injuries or moisture damages or the like arising from the failure to

properly prepare the site and ventilate the crawlspace under the home, or any other damages or the like arising from the alleged defects herein; and (iii) class members who timely opt-out of any stipulation.

67. Class II, represented by Jason Royal and Leonard and Melinda Stewart, is against all named Defendants and is defined as follows:

All persons in Maryland whose manufactured home was installed by Eastern Homes, Inc. on or prior to August 25th, 2000 or resides in a named mobile home park herein or in which Gilbert A. Mobley, Sr. has an ownership interest in the land or in the park and: 1) does not have footings under each pier that extend below the locally established frost line; or 2) does not have load carrying portions of the ground anchors that extend below the locally established frost line; or 3) does not have ground anchors which utilize either a stabilizer plate or a concrete cylindrical collar; or 4) does not have anchoring equipment that is capable of resisting an allowable working load equal to or exceeding 3,150 pounds and capable of withstanding a 50 percent overload (4,725 pounds total) without failure of either the anchoring equipment or the attachment point on the manufactured home.

Excluded from both Class II are the following: (i) Defendant, any person, firm trust, corporation or other entity affiliated with Defendant; (ii) any claims for actual personal injuries or moisture damages or the like arising from the failure to properly prepare the site and ventilate the crawlspace under the home, or any other damages or the like arising from the alleged defects herein; and (iii) class members who timely opt-out of any stipulation.

68. Upon information and belief, members of the class number in the hundreds or thousands. Members of the Class are so numerous that joinder of all of them is impracticable.

69. There are numerous questions of law and fact common to the Class. Such common questions include, but are not limited to:

A. whether the Stabilizing devices meaning all components of the anchoring and support systems such as piers, footing, ties, anchoring equipment, ground anchors, and any other equipment which supports the mobile home and secures it to the ground, including but not limited to footings, foundation systems and load carrying portions of the ground anchors extend below the locally established frost line and/or were laid in a defective and un-workmanlike manner and do not conform to minimum HUD or State standards, building code requirements and/or comply with the Defendants own procedures and instructions;

B. whether the Stabilizing devices meaning all components of the anchoring and support systems such as piers, footing, ties, anchoring equipment, ground anchors, and any other equipment which supports the mobile home and secures it to the ground were not installed in accordance with accepted construction industry standards nor the Defendants own procedures and instructions.

C. whether workmanship and finishes were executed poorly throughout;

D. the contractual, and agency, relationships among the Defendants;

E. the applicability of Maryland's version of the Consumer Protection Act to this action;

F. whether the retailer's method of installation complied with the State of Maryland Regulations of HUD Regulations for installation of mobile homes;

G. did Defendant(s) / Sellers herein sell mobile homes in a defective condition unreasonably dangerous to the user or consumer or to his property;

H. did Defendant(s) cause physical harm to the ultimate user or consumer or his property;

I. was the product in a defective condition at the time that it left the possession or control of the Defendant / Seller;

J. are / Were Defendant(s) engaged in the business of selling such mobile homes;

K. were the mobile homes expected to and in fact reach the user or consumer without substantial change in the condition in which it was sold.

70. The named Plaintiffs herein are members of the Class, and their claims are typical of other class members' claims in that, like all class members, the Plaintiffs purchased in Maryland a home from Defendants with defective Stabilizing devices meaning all components of the anchoring and support systems such as piers, footing, ties, anchoring equipment, ground anchors, and any other equipment which supports the mobile home and secures it to the ground.

71. Plaintiffs are adequate representatives of the Class' interests in that they will and have vigorously pursued this action on behalf of the entire Class, have no conflicts with the Class, have interests completely coincident with the Class' interests, and have retained experienced Class counsel to represent them.

72. Questions of law and fact common to the Class, including the legal and factual issues relating to the distribution of the manufactured homes described herein by Defendants, and the liability and the nature of the relationships among the Defendants, predominate over any questions affecting only individual members.

73. A class action is superior to other available methods for the fair and efficient adjudication of this controversy: the Class is definable, and the number of homes with defective stabilizing devices meaning all components of the anchoring and support systems such as piers, footing, ties, anchoring equipment, ground anchors, and any other equipment which supports the mobile home and secures it to the ground can be easily identified by examination of Defendant's

records and past statements; prosecution of this case as a class action will eliminate the possibility of repetitious litigation and will provide redress for claims which otherwise may be too small to support the expense of individual, complex litigation against the Defendants; there are no problems which would make this case difficult to manage as a class action.

**CLAIM FOR RELIEF COUNT I
VIOLATION OF THE MARYLAND CONSUMER PROTECTION ACT
(FOR CLASS PURPOSES PLAINTIFFS ROYAL / STEWART (Class 2) v. ALL
NAMED DEFENDANTS)**

74. The allegations of the preceding paragraphs are incorporated herein by reference as if fully set forth.

75. Each and every relevant County Department Head Building Inspector has testified that the individual land owners and/or park owners are ultimately responsible for building code violations on their property, although in such situations a claim for indemnification arises against the contractor that performed the work. In this case however, Gilbert Mobley, Sr. owns co-defendants Eastern Homes and Brentwood Manor as well as the land upon which Brentwood Manor sits and has actual knowledge and in fact was in charge of the installation requirements and practices for these two co-defendants. Charged with such actual knowledge, a duty existed to the consumers – as opposed to if Mobley was an innocent landowner – to come forward and speak.

76. Additionally, Gilbert Mobley, Sr. is a corporate officer and/or agent (in addition to being the sole owner) of Eastern Homes and Brentwood Manor. Mr. Mobley, Sr. personally committed and/or inspired or participated in the

installation of these homes which have resulted in the risk of death and personal injury alleged herein. Stated differently, Mr. Mobley, Sr. either specifically directed the installation methods / requirements used by Eastern Homes/Brentwood Manor or actively participated in them.

77. The sale of manufactured homes or mobile homes, and the set up and installation of them are consumer transactions as defined in § 13-301 of the Annotated Code of Maryland, Commercial Law Article, otherwise known as the Maryland Consumer Protection Act (“CPA”).

78. The sales of the “footings” and “other manufactured parts” or the leasing of lots for “residential homes” described herein were consumer transactions as defined in § 13-101 of the CPA.

79. The defendants negligently engaged in deceptive and misleading practices under the CPA by, *inter alia*:

A. negligently misrepresenting that the mobile home would be installed per the State Code / Regulations and other relevant requirements;

B. negligently misrepresenting that the mobile home would be installed per applicable building codes;

C. negligently failing to disclose the actual method of installation of the mobile home’s Stabilizing devices meaning all components of the anchoring and support systems such as piers, footing, ties, anchoring equipment, ground anchors, and any other equipment which supports the mobile home and secures it to the ground;

D. negligently overseeing the installation of mobile homes in its park;

E. negligently failing to follow the manufacturer’s instructions when installing mobile homes;

F. Plaintiffs, alternatively, had a reasonable expectation that Defendants would properly install each home employing proper Stabilizing devices, meaning all components of the anchoring and support systems such as piers, footing, ties, anchoring equipment, ground anchors, and any other equipment which supports the mobile home and secures it to the ground, ventilation, skirting and moisture controls.

80. These negligent representations or failures to disclose were relevant to an ordinary person and/or unsophisticated homeowner.

81. This wrongful behavior has caused damages to each respective class member in the amount of the purchase price of the home, un-leveling of the home, separation of walls, doors and windows not being square and has caused other damages, including the loss of the warranty / loss of use on the home which will not be provided if the foundation is not constructed according to the manufacturer's instructions. Additionally, the lot rent paid by each respective homeowner for "code compliant" land has been for naught as the land upon which the homes sit are not "code compliant." Merely replacing said foundation with proper footers will not remedy these defects to the home or make the consumer whole for the loss of use and depreciation of the home, since the home will never be as good as it would have been had it not been subjected to the destructive forces of frost heave and undue excessive moisture.

82. The information negligently concealed by the Defendants was material to the transaction because no consumer would purchase a mobile home if told that the mobile home would be installed with improper stabilizing devices, meaning all components of the anchoring and support systems such as piers, footing, ties, anchoring equipment, ground anchors, and any other equipment

which supports the mobile home and secures it to the ground, and in direct violation of State Regulations and/or deficient ventilation and moisture controls.

**CLAIM FOR RELIEF COUNT II
BREACH OF PARK LEASE CONTRACTS AND TITLE 8A
(FOR CLASS PURPOSES PLAINTIFFS ROYAL / STEWART (Class 2) v.
PARKS AND MOBLEYS)**

83. The allegations of the preceding paragraphs are incorporated herein by reference as if fully set forth.

84. Each and every relevant County Department Head Building Inspector has testified that the individual land owners and/or park owners are ultimately responsible for building code violations on their property, although in such situations a claim for indemnification arises against the contractor that performed the work. In this case however, Gilbert Mobley, Sr. owns co-defendants Eastern Homes and Brentwood Manor as well as the land upon which Brentwood Manor sits and has actual knowledge and in fact was in charge of the installation requirements and practices for these two co-defendants. Charged with such actual knowledge, a duty existed to the consumers – as opposed to if Mobley was an innocent landowner – to come forward and speak.

85. Additionally, Gilbert Mobley, Sr. is a corporate officer and/or agent (in addition to being the sole owner) of Eastern Homes and Brentwood Manor. Mr. Mobley, Sr. personally committed and/or inspired or participated in the

installation of these homes which have resulted in the risk of death and personal injury alleged herein. Stated differently, Mr. Mobley, Sr. either specifically directed the installation methods / requirements used by Eastern Homes/Brentwood Manor or actively participated in them.

86. Plaintiffs Royal and Stewart and Defendants Maple Park and Brentwood Manor entered into lease contracts.

87. The Defendant park owners, or their agents the retailers, were the applicants on each respective occupancy and use permit for the homes installed on the park's land and thus undertook a duty to ensure this was done in a reasonable manner. Defendant park owners authorized, contracted, permitted the Defendants, retailers, to install mobile or manufactured homes in their mobile home parks. The applicant on the building permit is responsible for ensuring that construction / installation is done in compliance with building codes.

88. Defendant park owners knew or should have known that the retailers were installing Plaintiff(s) mobile homes with improper stabilizing devices, meaning all components of the anchoring and support systems such as piers, footing, ties, anchoring equipment, ground anchors, and any other equipment which supports the mobile home and secures it to the ground, in violation of building codes, improperly ventilated skirting and moisture controls in violation of manufacturer instructions and accepted building standards.

89. Defendant park owners negligently promised to Plaintiff(s) to provide code-compliant land for the placement of the mobile home and/or that no codes were violated. All Plaintiffs herein own "Mobile Homes" and are "residents" as defined by section 8A-101 of the Mobile Home Parks Title 8A

Annotated Code of Maryland, Real Property Article. The Maryland Defendants (the park owner Defendants and the retailer Defendants) are, or act on behalf of, a “Park Owner” as defined by section 8A-101 of the Mobile Home Parks Title 8A annotated Code of Maryland.

90. The park owner(s) is the applicant for the building occupancy and use permit(s) for each respective consumer homeowner herein and they accept a duty to ensure that each respective home was installed in a proper manner. Each respective Park Owner named herein has an absolute duty and “at all times shall: (1) Comply with all applicable building, housing, zoning, and health codes; (2) keep in good repair the leased site and all permanent fixtures that the park owner provides.” Id. at 8A-801(a)(1) and (2).

91. Defendant park owners promised to every plaintiff or prospective resident that the park owner had either supervised the installation of the first time placement, or inspected the installation and setup for construction and safety for homes to remain in the parks upon resale.

92. Defendant park owners breached the lease obligations to Plaintiff(s), and continue to breach the lease obligations every month the Defendant park owners fail to remedy the defective workmanship which has caused damages to themselves and the homeowners.

93. Plaintiff(s) have been proximately damaged as a result of said breach.

**CLAIM FOR RELIEF COUNT III
UNJUST ENRICHMENT/CONSTRUCTIVE TRUST
(FOR CLASS PURPOSES ALL PLAINTIFFS v. ALL DEFENDANTS)**

94. The allegations of the preceding paragraphs are incorporated herein by reference as if fully set forth.

95. Each and every relevant County Department Head Building Inspector has testified that the individual land owners and/or park owners are ultimately responsible for building code violations on their property, although in such situations a claim for indemnification arises against the contractor that performed the work. In this case however, Gilbert Mobley, Sr. owns co-defendants Eastern Homes and Brentwood Manor as well as the land upon which Brentwood Manor sits and has actual knowledge and in fact was in charge of the installation requirements and practices for these two co-defendants. Charged with such actual knowledge, a duty existed to the consumers – as opposed to if Mobley was an innocent landowner – to come forward and speak.

96. Additionally, Gilbert Mobley, Sr. is a corporate officer and/or agent (in addition to being the sole owner) of Eastern Homes and Brentwood Manor. Mr. Mobley, Sr. personally committed and/or inspired or participated in the installation of these homes which have resulted in the risk of death and personal injury alleged herein. Stated differently, Mr. Mobley, Sr. either specifically directed the installation methods / requirements used by Eastern Homes/Brentwood Manor or actively participated in them.

97. Defendant(s) by their acts and omissions described herein (*e.g.*, failing to comply with or to disclose they were installing Plaintiff(s) mobile homes on defective stabilizing devices meaning all components of the anchoring and support systems such as piers, footing, ties, anchoring equipment, ground anchors, and any other equipment which supports the mobile home and secures

it to the ground) have wrongfully appropriated, retained or otherwise possessed funds that rightfully in justice and equity belong to Plaintiff(s) and the class. The retailers saved substantial costs associated with footers below the frost line and site preparation work for each respective home and the park owners have been paid lot rent each and every month but have failed to provide “code complaint” land.

98. Defendant(s) should be required to disgorge all sums (e.g., the money saved for a cheaper installation cost and the monthly lot rent paid) received from Plaintiff(s) as a result of the illegal and improper manner in which they constructed or allowed to be constructed the Plaintiff(s) mobile homes on defective stabilizing devices meaning all components of the anchoring and support systems such as piers, footing, ties, anchoring equipment, ground anchors, and any other equipment which supports the mobile home and secures it to the ground. Plaintiff(s) and the class are also entitled to pre-judgment interest. Lastly, Plaintiff(s) are thus entitled to the imposition of a constructive trust on Defendant’s net assets and revenues in an amount sufficient to provide to the Plaintiff and the Class the damages that have accrued.

**CLAIM FOR RELIEF COUNT IV
INJUNCTIVE / DECLARATORY RELIEF
(FOR CLASS PURPOSES ALL PLAINTIFFS v. ALL DEFENDANTS)**

99. The allegations of the preceding paragraphs are incorporated herein by reference as if fully set forth.

100. Each and every relevant County Department Head Building Inspector has testified that the individual land owners and/or park owners are ultimately responsible for building code violations on their property, although in

such situations a claim for indemnification arises against the contractor that performed the work. In this case however, Gilbert Mobley, Sr. owns co-defendants Eastern Homes and Brentwood Manor as well as the land upon which Brentwood Manor sits and has actual knowledge and in fact was in charge of the installation requirements and practices for these two co-defendants. Charged with such actual knowledge, a duty existed to the consumers – as opposed to if Mobley was an innocent landowner – to come forward and speak.

101. Additionally, Gilbert Mobley, Sr. is a corporate officer and/or agent (in addition to being the sole owner) of Eastern Homes and Brentwood Manor. Mr. Mobley, Sr. personally committed and/or inspired or participated in the installation of these homes which have resulted in the risk of death and personal injury alleged herein. Stated differently, Mr. Mobley, Sr. either specifically directed the installation methods / requirements used by Eastern Homes/Brentwood Manor or actively participated in them.

102. Plaintiffs and the class are entitled to a declaration that Defendant breached their contractual, statutory and common law obligations to Plaintiffs and the class members, pursuant to Md. Code Cts. and Jud. Proc. Ann. Sections 3-401 *et. seq.*, through its deceptive practices of placing defective foundations under homes, and that they are lawfully released from any lease or mortgage and purchase agreements, they have entered into with Defendants.

103. Plaintiff(s) request that this court enter a preliminary and/or permanent injunction ordering Defendant to cease and desist: (1) advertising in such a deceptive manner; (2) installing homes in violation of building codes; and (3) charging excessive fees for defective goods and services. As a direct and

proximate result of these actions, Plaintiffs and the members of the class have been injured by the Defendants.

**CLAIM FOR RELIEF COUNT V
BREACH OF STATE LAW EXPRESS/IMPLIED WARRANTY
(FOR CLASS PURPOSES PLAINTIFFS WALSER AND CORWIN (Class 1) v.
EASTERN)**

104. The allegations of the preceding paragraphs are incorporated herein by reference as if fully set forth.

105. Each and every relevant County Department Head Building Inspector has testified that the individual land owners and/or park owners are ultimately responsible for building code violations on their property, although in such situations a claim for indemnification arises against the contractor that performed the work. In this case however, Gilbert Mobley, Sr. owns co-defendants Eastern Homes and Brentwood Manor as well as the land upon which Brentwood Manor sits and has actual knowledge and in fact was in charge of the installation requirements and practices for these two co-defendants. Charged with such actual knowledge, a duty existed to the consumers – as opposed to if Mobley was an innocent landowner – to come forward and speak.

106. Additionally, Gilbert Mobley, Sr. is a corporate officer and/or agent (in addition to being the sole owner) of Eastern Homes and Brentwood Manor. Mr. Mobley, Sr. personally committed and/or inspired or participated in the installation of these homes which have resulted in the risk of death and personal

injury alleged herein. Stated differently, Mr. Mobley, Sr. either specifically directed the installation methods / requirements used by Eastern Homes/Brentwood Manor or actively participated in them.

107. Defendant Eastern Homes warranted both expressly and/or implicitly that the home was without defect and / or fit for its ordinary purpose and, among other things, had properly constructed stabilizing devices meaning all components of the anchoring and support systems such as piers, footing, ties, anchoring equipment, ground anchors, and any other equipment which supports the mobile home and secures it to the ground, and that the Plaintiff(s) home(s) were properly placed on support piers with ground anchors running below the frost line.

108. Defendant Eastern Homes expressly warranted the set up of all of the homes that it sold to Maryland consumers to be in compliance with all applicable building codes.

109. Defendants breached this warranty, in the plain language Purchase Agreements and the product conformed to neither Defendants' own nor applicable statutory warranties.

110. Defendants caused damages to Plaintiffs as alleged herein and throughout as a result of said breach.

**CLAIM FOR RELIEF COUNT VI
VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT
(FOR CLASS PURPOSES PLAINTIFFS WALSER AND CORWIN (Class 1) v.
EASTERN)**

111. The allegations of the preceding paragraphs are incorporated herein by reference as if fully set forth.

112. Each and every relevant County Department Head Building Inspector has testified that the individual land owners and/or park owners are ultimately responsible for building code violations on their property, although in such situations a claim for indemnification arises against the contractor that performed the work. In this case however, Gilbert Mobley, Sr. owns co-defendants Eastern Homes and Brentwood Manor as well as the land upon which Brentwood Manor sits and has actual knowledge and in fact was in charge of the installation requirements and practices for these two co-defendants. Charged with such actual knowledge, a duty existed to the consumers – as opposed to if Mobley was an innocent landowner – to come forward and speak.

113. Additionally, Gilbert Mobley, Sr. is a corporate officer and/or agent (in addition to being the sole owner) of Eastern Homes and Brentwood Manor. Mr. Mobley, Sr. personally committed and/or inspired or participated in the installation of these homes which have resulted in the risk of death and personal injury alleged herein. Stated differently, Mr. Mobley, Sr. either specifically directed the installation methods / requirements used by Eastern Homes/Brentwood Manor or actively participated in them.

114. The sale of a “mobile home” is a consumer product covered by the Magnuson-Moss Warranty Act.

115. Defendant warranted both expressly and/or implicitly or as a matter of law, that the home was without defect and, among other things, had Code compliant and thus properly constructed stabilizing devices meaning all components of the anchoring and support systems such as piers, footing, ties, anchoring equipment, ground anchors, and any other equipment which supports

the mobile home and secures it to the ground, and that the Plaintiff(s) home(s) were properly placed on support piers with footings and load carrying portion of the ground anchors running below the frost line. The warranty or attempted disclaimer, among other violations, purportedly offered by Defendant violates federal law.

116. Plaintiffs have been damaged as a result.

**CLAIM FOR RELIEF COUNT VII
STRICT LIABILITY IN TORT
(ALL PLAINTIFFS v. ALL DEFENDANTS)**

117. The allegations of the preceding paragraphs are incorporated herein by reference as if fully set forth.

118. Each and every relevant County Department Head Building Inspector has testified that the individual land owners and/or park owners are ultimately responsible for building code violations on their property, although in such situations a claim for indemnification arises against the contractor that performed the work. In this case however, Gilbert Mobley, Sr. owns co-defendants Eastern Homes and Brentwood Manor as well as the land upon which Brentwood Manor sits and has actual knowledge and in fact was in charge of the installation requirements and practices for these two co-defendants. Charged with such actual knowledge, a duty existed to the consumers – as opposed to if Mobley was an innocent landowner – to come forward and speak.

119. Additionally, Gilbert Mobley, Sr. is a corporate officer and/or agent (in addition to being the sole owner) of Eastern Homes and Brentwood Manor. Mr. Mobley, Sr. personally committed and/or inspired or

participated in the installation of these homes which have resulted in the risk of death and personal injury alleged herein. Stated differently, Mr. Mobley, Sr. either specifically directed the installation methods / requirements used by Eastern Homes/Brentwood Manor or actively participated in them.

120. Defendant(s) / Sellers herein sold mobile homes in a defective condition unreasonably dangerous to the user or consumer or to his property and/or Defendant(s) has / have or will cause physical harm to the ultimate user or consumer or his property and/or the product was in a defective condition at the time that it left the possession or control of the Defendant / Seller.

121. Defendant(s) is / are / were engaged in the business of selling such mobile homes.

122. The mobile homes were expected to and did reach the user or consumer without substantial change in the condition in which it was sold. The homeowner Plaintiff(s) herein are not permitted to take possession of the home until the Park Owner / Retailer obtain an Occupancy and Use Permit from the County and nothing has been done to change the conditions the home was in as alleged herein when the home left the Defendant(s) control.

**CLAIM FOR RELIEF COUNT VIII
NEGLIGENCE
(FOR CLASS PURPOSES PLAINTIFFS ROYAL / STEWART v. ALL NAMED
DEFENDANTS)**

123. The allegations of the preceding paragraphs are incorporated herein by reference as if fully set forth.

124. Each and every relevant County Department Head Building Inspector has testified that the individual land owners and/or park owners are ultimately responsible for building code violations on their property, although in such situations a claim for indemnification arises against the contractor that performed the work. In this case however, Gilbert Mobley, Sr. owns co-defendants Eastern Homes and Brentwood Manor as well as the land upon which Brentwood Manor sits and has actual knowledge and in fact was in charge of the installation requirements and practices for these two co-defendants. Charged with such actual knowledge, a duty existed to the consumers – as opposed to if Mobley was an innocent landowner – to come forward and speak.

125. Additionally, Gilbert Mobley, Sr. is a corporate officer and/or agent (in addition to being the sole owner) of Eastern Homes and Brentwood Manor. Mr. Mobley, Sr. personally committed and/or inspired or participated in the installation of these homes which have resulted in the risk of death and personal injury alleged herein. Stated differently, Mr. Mobley, Sr. either specifically directed the installation methods / requirements used by Eastern Homes/Brentwood Manor or actively participated in them.

126. In the alternative, Defendants owed, and owe, a duty to the Plaintiffs to, among other things, properly install and set up the Plaintiffs' mobile homes in accordance with the manufacturer's installation instructions included with the unit pursuant to 24 C.F.R. §3280.306 of the federal regulations, including but not limited to, on support piers on footings below the frost line and to ensure

a proper support systems, stabilizing devices, piers, footings, foundation systems, ventilation systems and moisture controls including but limited to proper site preparation. Defendant(s) owed a duty to Plaintiff(s) to install (in terms of the retailers) the homes in a reasonable manner or to provide (in terms of the park owner(s)) “code compliant” land and/or ensure that building codes were not violated.

127. Defendants breached said duty.

128. Defendants proximately caused damages to Plaintiffs as a result of said breach as further alleged herein and throughout.

**COUNT IX
BREACH OF CONTRACT
(ALL PLAINTIFFS v. ALL DEFENDANTS)**

129. The allegations of the preceding paragraphs are incorporated herein by reference as if fully set forth.

130. Each and every relevant County Department Head Building Inspector has testified that the individual land owners and/or park owners are ultimately responsible for building code violations on their property, although in such situations a claim for indemnification arises against the contractor that performed the work. In this case however, Gilbert Mobley, Sr. owns co-defendants Eastern Homes and Brentwood Manor as well as the land upon which Brentwood Manor sits and has actual knowledge and in fact was in charge of the installation requirements and practices for these two co-defendants. Charged with such actual knowledge, a duty existed to the consumers – as opposed to if Mobley was an innocent landowner – to come forward and speak.

131. Additionally, Gilbert Mobley, Sr. is a corporate officer and/or agent (in addition to being the sole owner) of Eastern Homes and Brentwood Manor. Mr. Mobley, Sr. personally committed and/or inspired or participated in the installation of these homes which have resulted in the risk of death and personal injury alleged herein. Stated differently, Mr. Mobley, Sr. either specifically directed the installation methods / requirements used by Eastern Home/Brentwood Manor or actively participated in them.

132. Plaintiff(s) and Defendant(s), Eastern Homes entered into a Plain Language Purchase Agreement (“purchase agreement”) for the purchase of a mobile or manufactured home. The purchase agreement included in the purchase price the delivery, set-up, and installation of the mobile home.

133. In the purchase agreement it was agreed that Defendant(s) would deliver a non-defective product and/or Plaintiffs had a reasonable expectation that each mobile home would have a proper support system, stabilization devices, piers, footings, foundation systems, properly ventilated skirting, and moisture control. Defendant(s) also promised expressly or as a matter of law impliedly to comply with all applicable building codes.

134. Defendant(s) breached this contract.

135. Plaintiff(s) have been damaged as a result of said breach.

PRAYER FOR RELIEF

Wherefore, Plaintiffs pray for the following relief:

A. Certification of the class under Rule 2-231 (c) of the Maryland Rules of Civil Procedure;

B. A declaration that the actions of Defendants constituted an unfair or deceptive trade practice (either negligently or intentionally) in violation of the Maryland Consumer Protection Act, as it relates to Plaintiffs Royal and Stewarts;

C. An award of equitable relief to class members, including an order requiring Defendants to render to class members (i) all damages resulting from the Defendants malfeasance, including but not limited to, actual damages to the respective manufactured home itself and/or depreciation in value of each respective home and/or compensating each respective homeowner for loss of use/enjoyment of the home itself; and (ii) other equitable relief to which Plaintiffs and the class members may be shown to be entitled;

D. An injunction requiring (i) that Defendants cease in the manner alleged in this Complaint of installing defective stabilizing devices meaning all components of the anchoring and support systems such as piers, footing, ties, anchoring equipment, ground anchors, and any other equipment which supports the mobile home and secures it to the ground and other workmanship as well as any retaliatory conduct or other conduct which violates Title 8A Mobile Home Parks of the Annotated Code of Maryland; (ii) that Defendants correct and or repair the defective support systems, stabilizing devices, piers, footings and foundation systems it has installed in the past or refund each member the entire purchase price of the property at the homeowners election; and (iii) that Defendants be enjoined from conducting its affairs in any manner inconsistent with the Court's declarations;

E. Awarding to Plaintiffs and the class members all other damages and/or remedies that equitably and reasonably flow from Defendants' breaches of statutory, common law, and contractual obligations;

F. Awarding to Plaintiffs and the class members attorney's fees, costs, disbursements and pre and post judgment interest;

G. Awarding Plaintiffs all sums due them from a finding of a violation of Section 13-408 of the Code of Maryland, Commercial Law Article;

H. Awarding such other and further relief as the Court appears just, equitable and proper.

JURY DEMAND

Plaintiffs request that their claims be tried before a jury.

Respectfully submitted,

PELS, ANDERSON and LEE, L.L.C.

Dated: _____

Jon D. Pels, Esq.
Lawrence J. Anderson, Esq.
4833 Rugby Avenue
Fourth Floor
Bethesda, MD 20814
(301) 986-5570
Counsel for the Plaintiffs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on December 28, 2005, I mailed first class, postage prepaid, a copy of the foregoing to:

Ami C. Dwyer, Esq.
FRANKLIN & PROKOPIK
Two North Charles Street, Suite 600
Baltimore, MD 21201

William Littleton, Esq.
LITTLETON & LITTLETON
7 Central Street, Suite B
Glen Burnie, MD 21061

James K. Archibald, Esq.
VENABLE LLP
Two Hopkins Plaza, Suite 1800
Baltimore, MD 21201-2978

Patrick C. Smith, Esq.
Rubin & Rubin, Chartered
502 Washington Avenue, Suite 200
Towson, MD 21204

Jon D. Pels, Esq.