

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF LYON

FIFTH JUDICIAL DISTRICT

Case Type: Civil (Consumer Protection)

State of Minnesota, by its Attorney General,
Keith Ellison,

Court File No. _____

Plaintiff,

COMPLAINT

vs.

Schierholz and Associates, Inc.,

Defendant.

The State of Minnesota, by its Attorney General, Keith Ellison, for its Complaint against Defendant Schierholz and Associates, Inc., d/b/a Broadmoor Valley, alleges as follows:

INTRODUCTION

1. Schierholz and Associates, Inc. (“Schierholz” or “Defendant”) owns and operates Broadmoor Valley (“Broadmoor Valley” or “the Park”), a manufactured home park in Marshall. The Park is home to approximately 75 households, many with low incomes. Schierholz’s failure to maintain Broadmoor Valley in a clean, orderly, and sanitary condition has created unsafe, unhealthy, and undignified living conditions for the Park’s residents. Several vacant homes in Broadmoor Valley are in disrepair and attract feral cats, skunks, rodents, and other wild animals. Tree limbs have been left hanging dangerously over residents’ homes because Schierholz refused to trim them and have fallen on and damaged residents’ homes. Water, garbage, brush, and other debris accumulate around Broadmoor Valley, including inside the Park’s storm shelter.

2. Schierholz has also failed to maintain Broadmoor Valley’s roads in a condition that permits the passage of normal resident travel. Broadmoor Valley’s roads are so littered with

potholes and have deteriorated so badly that school buses refused to enter the Park to pick up children. To avoid potholes, residents have had to drive in the wrong lane of traffic, across front yards, and take indirect routes to and from their homes. In the winter, Schierholz sometimes does not plow snow from the Park's streets. Even when Schierholz does plow, it often plows only one of the roads' two lanes.

3. Schierholz also routinely uses leases with illegal late fee provisions and charges Broadmoor Valley residents late fees above the statutory limit of eight percent. Residents have also been charged other illegal fees for the right to retain their lots.

4. When Broadmoor Valley residents or their resident association have attempted to address issues with Schierholz or assert their rights granted by state law, Schierholz has retaliated with threats to close the Park or unfavorably alter residents' existing rental agreements.

5. Manufactured home park owners like Schierholz that let their parks fall into disrepair and charge residents unlawful fees violate consumers' legal rights, risk their health and safety, cause them financial hardship, and severely disrupt their lives. The Attorney General, Keith Ellison, has authority to enforce Minnesota's consumer protection laws, including laws protecting consumers in the residential manufactured home park and rental market. He brings this action to enjoin Schierholz's violations described herein and remediate its victims.

PARTIES

6. Keith Ellison, the Attorney General of the State of Minnesota, is authorized under Minnesota Statutes chapter 8 and has common law authority, including *parens patriae* authority, to bring this action to enforce Minnesota's laws, to vindicate the State's sovereign and quasi-sovereign interests, and to remediate all harm arising out of—and provide full relief for—violations of Minnesota's laws.

7. Defendant Schierholz and Associates, Inc. is a Colorado corporation with a principal place of business at P.O. Box 60969, Colorado Springs, Colorado 80903. Schierholz and Associates, Inc. does business in Minnesota under the assumed name Broadmoor Valley, with its principal place of business at 100 Lilac Drive, Marshall, Minnesota 56258. Paul Schierholz is the Chief Executive Officer of Schierholz and Associates, Inc.

JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction over this action pursuant to Minnesota Statutes sections 8.01, 8.31, 327.14 to 327.28, 327C.01 to 327C.15, 325F.68 to 325F.71, 325D.43 to 325D.48, 504B.001 to 504B.471, 484.01, and under common law.

9. This Court has personal jurisdiction over Schierholz pursuant to Minnesota Statutes section 543.19 because Schierholz owns, uses, or possesses real property situated in Minnesota, Schierholz transacts business within Minnesota, and Schierholz has committed acts in Minnesota causing injury to Minnesota residents.

10. Venue in Lyon County is proper under Minnesota Statutes section 542.09 because Schierholz and Broadmoor Valley are located in Lyon County and the cause of action arose in Lyon County.

FACTUAL BACKGROUND

I. MANUFACTURED HOME PARKS ARE AN IMPORTANT SOURCE OF AFFORDABLE HOUSING IN MINNESOTA AND THE STATE HAS A STRONG INTEREST IN REGULATING THEM.

11. The State of Minnesota is experiencing an affordable housing crisis. A staggering number of families across Minnesota pay more for housing than they can afford. According to a Minnesota Housing Partnership report, over a quarter of Minnesota families—554,272 households—are “cost burdened” by housing, which means they spend over 30 percent of their

annual income on housing.¹ The report emphasized that families who are cost burdened by housing are likely to sacrifice other necessities—like food, medical care, or transportation—to pay their rent or mortgage.²

12. Access to affordable housing is a problem across the state, including in Lyon County where Broadmoor Valley is located. In fact, 24 percent of Lyon County families—2,420 total households—are cost burdened by housing.³ Of these, 1,029 families are “severely cost burdened,” which means they spend over 50 percent of their annual income on housing.⁴

13. Lack of access to affordable housing is a particularly acute problem for Lyon County’s extremely low-income families—defined as those making less than 30 percent of the county’s median income.⁵ There are 960 extremely low-income families in Lyon County but only 635 units of housing affordable to them, meaning 325 extremely low-income Lyon County families do not have access to housing they can afford.⁶

14. Manufactured home parks are a significant and important source of affordable housing in Minnesota. Nearly 180,000 Minnesotans live in hundreds of licensed manufactured homes parks across the state.⁷ These parks provide a critical housing option for low-income Minnesotans. According to the U.S. Department of Housing and Urban Development’s guidelines, 80 percent of the state’s manufactured home park residents are low-to-very-low

¹ Minnesota Housing Partnership, *State of the State’s Housing 2021* at 6-7 (2021), <https://drive.google.com/file/d/18CjbvChElZuA6LwxFOHZsOyWA9AabJar/view> [<https://perma.cc/GV38-H7AF>].

² *Id.* at 4.

³ Minnesota Housing Partnership, *2021 Lyon County Profile* at 2 (2021), <https://www.mhponline.org/images/stories/images/research/coprofs/2021/Lyon.pdf> [<https://perma.cc/ZG8L-533W>].

⁴ *Id.*

⁵ *Id.* at 1; Minnesota Housing Partnership, *supra* note 1 at 4.

⁶ *Id.*

⁷ All Parks Alliance for Change, *Fact Sheet – Manufactured Home Parks in Minnesota*, <http://allparksallianceforchange.org/?q=reports/mnparks> [<https://perma.cc/LQ7C-WGLF>].

income.⁸ For many people, manufactured housing is the only affordable avenue to homeownership.⁹

15. Manufactured home parks provide low-income residents with important benefits and opportunities not typically available in other forms of affordable housing. Because manufactured housing residents can own their home while leasing the land under it, their homes are affordable and they can obtain tax deductions tied to homeownership.¹⁰ Low-income residents can also use manufactured housing to access high-performing schools, social services, and job centers.¹¹ As a result, manufactured home parks are an important resource for many Minnesotans.

16. Yet, residents of manufactured home parks face several unique threats that make their housing situation particularly vulnerable, including unfair park rules, owners not making necessary repairs or improvements, and the sale or closure of the park.¹² When such conditions make staying in a manufactured home park untenable, the consequences to park residents can be devastating.¹³ Because many manufactured homes cannot be moved due to their age, expensive moving costs, a shortage of available lots, or other parks banning homes over 10 years old, residents who move out of a park often lose their homes and have no affordable housing option to move to.¹⁴ Accordingly, the State has a strong public interest in ensuring that manufactured home parks remain available, affordable, and safe places to live for Minnesotans.

⁸ *Id.*

⁹ Metropolitan Council, *Manufactured Home Park Preservation Project* at 3 (June 2016), https://metro council.org/Council-Meetings/Committees/Metropolitan-Council/2016/6-8-16/0608_2016_Manufactured-Home-Park-Equity-Grant-Repo.aspx [<https://perma.cc/9RHV-J6YZ>].

¹⁰ Internal Revenue Service, *Publication 936: Home Mortgage Interest Deduction* at 4, <https://www.irs.gov/pub/irs-pdf/p936.pdf>, *archived at* <https://perma.cc/M8ZU-6SYY>.

¹¹ Metropolitan Council, *supra* note 9, at 9-12.

¹² All Parks Alliance for Change, *supra* note 7.

¹³ *Id.*

¹⁴ *Id.*

II. SCHIERHOLZ’S FAILURE TO MAINTAIN BROADMOOR VALLEY IN A CLEAN, ORDERLY, AND SANITARY CONDITION VIOLATES MINNESOTA LAW AND HAS CAUSED UNSAFE, UNHEALTHY, AND UNDIGNIFIED LIVING CONDITIONS FOR RESIDENTS.

17. Broadmoor Valley is a manufactured home park located at 100 Lilac Drive in Marshall. The Park was built in 1970 and is licensed for 178 lots. It is by far the largest licensed manufactured home park in Lyon County, containing more than half of all the manufactured home lots in the county.

18. Southwest Health & Human Services (“SWHHS”), a multi-county agency that includes Lyon County, has licensed Schierholz to operate Broadmoor Valley manufactured home park since 2017 and conducts regular inspections of the Park. Prior to that, the Minnesota Department of Health licensed Schierholz to operate Broadmoor Valley manufactured home park.

19. Broadmoor Valley is home to approximately 75 households, including families, children, and seniors, some of whom have lived in the Park for decades. Many of the people who live in Broadmoor Valley have low incomes. Some receive government assistance to make ends meet. Broadmoor Valley is a source of housing for many low-income residents in a part of Minnesota where affordable housing and manufactured home parks are scarce.

20. Schierholz purchased Broadmoor Valley in 2001 and has owned and operated the Park since then. When Schierholz purchased Broadmoor Valley, the Park was clean and well-maintained, and most of the manufactured homes within the Park were occupied. Over time, however, Schierholz’s failure to maintain the Park, its facilities, and equipment in a clean, orderly, and sanitary condition has caused the Park to deteriorate, creating unsafe, unhealthy, and undignified living conditions for Broadmoor Valley’s residents.

21. For instance, many homes in Broadmoor Valley are vacant and in disrepair. Vacant homes in Broadmoor Valley have been boarded up, had shattered windows, broken water pipes, exposed wires, holes in the floor or exterior walls, missing skirting, no siding, and/or other problems. Some of the properties have overgrown grass, shrubbery, and trees. Several of the homes also have large amounts of garbage and debris inside, underneath, or around them.

22. Prior to November 2019, one home within Broadmoor Valley caught fire; Schierholz did not promptly repair it or remove it from the Park. On June 4, 2021, a vacant home in the Park caught fire and was put out by the Marshall Fire Department. The fire was investigated by the State Fire Marshal's Office and it was determined to be an electrical fire. According to the chief of the Marshall Fire Department, "Everything came back to basically non-code compliant outlets on the outside of the property that most likely shorted out."

23. An illustrative, but far from exclusive example of an unoccupied, dilapidated property in Broadmoor Valley, from July 2021, is 327 Timberlane Drive:





As the photos of this property show, one entire side of the home has no siding and there is a hole in the upper right corner of the home. The home is missing much of its skirting, leaving the area underneath—which contains debris and electrical cords—exposed. The porch is missing boards, creating a large gap in its floor. Many of the home's windows are broken with jagged shards of glass remaining.

24. Another example—again far from isolated—of a rundown property in Broadmoor Valley, also from July 2021, is 127 Spruce Drive:





As the pictures of this property show, there is rotting garbage and debris inside the home, and a shed filled with garbage and debris next to it. Among other issues, the home is missing much of its skirting, has a hole in its exterior, and its front door is boarded up. The grass, shrubs and trees on this property are overgrown.

25. In addition, some of the vacant, run-down properties have become homes to feral cats, skunks, rodents, and other wild animals that enter through holes in the skirting.

26. The City of Marshall (“the City”) provided correspondences to Schierholz, dated April 12, 2017, January 8, 2019, June 18, 2020, July 23, 2020, and May 4, 2021, notifying it that numerous homes in Broadmoor Valley violate city code.

27. These problems are not limited to vacant homes. On the contrary, Schierholz has also failed to maintain some properties it leases to Broadmoor Valley residents in a clean, orderly, and sanitary condition. For example, the skirting was damaged on a home that Schierholz leased to J.A., a stay-at-home mother whose household included her husband and three children. As a result, cats and skunks were able to nest under her home. These animals left feces and dead prey under the structure, and the smells from below wafted up into J.A.’s home. At one point, the smell of a skunk under J.A.’s home became so strong that one of her children had difficulty breathing.

28. When J.A. initially contacted Schierholz about the animals, Schierholz told her that it would clean underneath her home when it had more time. Instead of replacing or repairing the home's skirting, Schierholz propped up wood and screening against some of the holes, as shown in the following pictures:



Animals continued to find their way under J.A.'s home, and her family continued to smell animals and animal waste until they moved out months later.

29. Additional examples of Schierholz's failure to maintain Broadmoor Valley in a clean, orderly, and sanitary condition are the large brush piles and trash piles that accumulate inside the Park. Illustrative, but not isolated, examples of brush and trash piles in Broadmoor Valley between May 2019 and July 2021 include the following:





30. Yet another example of Schierholz’s failure to maintain Broadmoor Valley is an illegal burn pit within the Park operated during the summer of 2021. The Marshall Fire Department was called to this burn site, which was found to be full of mattresses and other material.

31. As another example, according to its own “Rules & Regulations,” Schierholz is responsible for trimming all trees within the Park, including on the lots residents rent from Schierholz. Yet, when asked to trim trees by one resident who had large branches growing over her home, Schierholz told the resident it was her responsibility to trim the trees. This resident showed Schierholz a copy of the Park’s Rules & Regulations, which in the “Home/Individual Lot Appearance and Maintenance” section states that Schierholz “will trim trees as needed.” Despite this, Schierholz told the resident it would only trim trees in common areas and refused to trim the tree as required.

32. Similarly, K.S., another Broadmoor Valley resident, had a large tree overhanging her garage and home. A Schierholz employee tried to trim the tree’s branches but told K.S. there was only so much he could do because Schierholz did not allow him to rent the equipment required to complete the job. Later, a large branch from the tree fell through K.S.’s fully-

enclosed porch and created a large hole, which then leaked so much water that mold grew throughout the area.

33. Broadmoor Valley's legally-required storm shelter is often not maintained by Schierholz in a clean, orderly, and sanitary condition. At any given time, the shelter has puddles of standing water in it, as well as broken furniture and piles of garbage and debris.

34. Schierholz's failure to maintain Broadmoor Valley, in some cases contrary to its own rules, violates Minnesota law and has created undignified living conditions, jeopardized the health and safety of residents, and severely disrupted residents' lives.

35. Broadmoor Valley residents have repeatedly asked Schierholz to address maintenance issues within the Park but Schierholz has failed to adequately do so. To the contrary, Schierholz has actively resisted maintaining Broadmoor Valley to the level the law requires.

III. SCHIERHOLZ USES LEASES WITH ILLEGAL LATE FEE PROVISIONS AND CHARGES BROADMOOR VALLEY TENANTS UNLAWFULLY HIGH LATE RENT FEES.

36. The people who live in Broadmoor Valley, collectively referred to as its "residents" or "tenants," have written leases with Schierholz. Some Broadmoor Valley residents own the manufactured home they live in and rent the lot it sits on from Schierholz through such leases. Other tenants, who do not own the manufactured home they live in, rent the entire premises (*i.e.*, the manufactured home and the lot it sits on) from Schierholz pursuant to a lease. For tenants who rent their home, Schierholz also has a lease that includes an option for the tenant to purchase the home.

37. In 2010, the Minnesota Legislature enacted Minnesota Statutes section 504B.177 to regulate late rent fees. In doing so, the Legislature capped at eight percent the amount a residential landlord—which includes owners of manufactured home parks like Schierholz—can

penalize a tenant¹⁵ for paying rent late. In direct violation of Minnesota Statutes section 504B.177, Schierholz has repeatedly entered into agreements with tenants that provide for late fees that exceeded the statutory limit of eight percent of the overdue rent amount and has assessed the illegal fees to tenants when they paid rent late.

38. Schierholz uses two standard lease agreements with tenants, which are typically titled: (1) “Broadmoor Valley Home Lot Lease Agreement” and (2) “Broadmoor Valley Mobile Community RENTAL AGREEMENT.” Schierholz uses the first type of lease for residents who own their manufactured home and rent the underlying lot from Schierholz, and generally uses the second for residents who rent both their manufactured home and its lot. The second contract also sometimes contains an option to purchase the home.

39. Each of Schierholz’s standard lease agreements provide for late rent fees in a way that exceeds the statutory limit of eight percent.

A. Schierholz Included Unlawful Late Fees In Its “Broadmoor Valley Home Lot Lease Agreements” And Charged The Fees To Park Residents.

40. Schierholz’s Broadmoor Valley Home Lot Lease Agreement includes a late fee that is expressed as a specific dollar amount, such as \$30. These specific-dollar-amount late fees not only routinely exceeded eight percent of the tenant’s entire monthly rent payment but also failed to consider the actual amount of rent overdue.

41. As a result, Schierholz’s application of the specific dollar amount late fee provision in its Home Lot Lease Agreement to the overdue rent balances of Broadmoor Valley residents who had made a partial rent payment sometimes led to late fees that wildly exceeded the eight percent limit. An illustrative—but not isolated—example of this is that of Broadmoor

¹⁵ For purposes of Minnesota Statutes section 504B.177, the term “tenant” includes both Broadmoor Valley residents who own their own their home and rent a lot from Schierholz and residents who rent both their home and the lot from Schierholz. See Minn. Stat. § 504B.001, subd. 12.

Valley resident L.S., who entered into a month-to-month lot rental agreement with Schierholz on April 2, 2014. On January 9, 2019, Schierholz charged a \$30 late fee to L.S. for an overdue rent balance of \$25, which was a late fee of 120 percent. Schierholz similarly charged Broadmoor Valley resident J.D. a \$30 late fee on January 9, 2019, on an overdue rent balance of \$70, which was a late fee of 42.8 percent.

42. Schierholz's application of the specific dollar amount late fee provision in its Home Lot Lease Agreement to the overdue rent balances of Broadmoor Valley residents who owed an entire month's late rent also repeatedly resulted in late fees that exceeded the statutory limit. One example—again, far from isolated—is that of Broadmoor Valley resident M.A., who entered into a month-to-month lot rental agreement with Schierholz on November 30, 2018. She owned her home and rented the lot her home was situated upon from Schierholz for \$310 per month. Her rental agreement provided that if she did not pay rent “before the fifth (5) of the month,” Schierholz “may charge a ... late fee of \$30.” For M.A., a \$30 late fee on a monthly rental charge of \$310 represented a late fee of 9.7 percent, 1.7 percent above the statutory maximum. On January 9, 2019, Schierholz charged M.A. a \$30 late fee on an overdue rent balance of \$310, which was a late fee of 9.7 percent.

B. Schierholz Included Unlawful Late Fees In Its “Broadmoor Valley Mobile Community Rental Agreement” And Charged The Fees To Residents.

43. Schierholz's Broadmoor Valley Mobile Community RENTAL AGREEMENT, and its variation with an option to purchase, LEASE WITH OPTION TO PURCHASE, routinely include a late fee expressed as a percentage—such as 10 percent—which unlawfully exceeded the statutory limit of eight percent.

44. One far from exhaustive example is Schierholz's rental agreement with L.S., a retiree who has been a Broadmoor Valley resident for more than 20 years. L.S. entered into a

new 12-month “Broadmoor Valley Mobile Community RENTAL AGREEMENT” with Schierholz on January 1, 2019. She owns her home and rents the lot it sits on from Schierholz. L.S.’s lease provided that her rent of \$310 was due on the first day of the month, with a grace period of five days. Her lease further stated that “. . . rent not paid by the 5th of the month will incur a late charge of 10% of the rent charged on the 6th.” (Emphasis in original). Accordingly, the late fee provision in L.S.’s rental agreement included late fees that unlawfully exceeded the statutory limit of 8 percent.

45. Schierholz repeatedly charged these unlawfully high specific percentage late fees to Broadmoor Valley tenants. Non-exclusive examples of Schierholz charging illegal 10 percent late fees to Broadmoor Valley tenants are D.R. and J.L, who on January 9, 2019, were charged respective late fees of \$312.95 and \$46.

C. Schierholz Unlawfully Charged Late Fees To Broadmoor Valley Residents Who Did Not Owe Overdue Rent.

46. At times, Schierholz charged late fees to Broadmoor Valley residents who had paid their rent on time and did not even owe a past due balance. For example, Schierholz charged a \$30 late fee to L.S. on September 16, 2019, even though she had paid her \$310 September rent payment over a week before the due date. Schierholz similarly charged late fees to J.H.—who has resided at Broadmoor Valley since 2000—when he was making rent payments on time. It often took residents weeks or months to get Schierholz to drop these unlawful, erroneous charges and correct their accounts, if it ever did.

IV. SCHIERHOLZ FAILS TO MAINTAIN ROADS WITHIN BROADMOOR VALLEY IN A CONDITION THAT PERMITS PASSAGE OF NORMAL RESIDENT TRAVEL AS REQUIRED BY LAW.

47. The lots in Broadmoor Valley are connected by a series of paved two-way roads. Under Minnesota law, Schierholz is required to maintain these roads “so as to permit passage of . . . normal resident travel.” *See* Minn. Stat. § 327.20, subd. 3.

48. Despite this duty, Schierholz has failed to maintain Broadmoor Valley’s roads in a way that permits the passage of normal resident travel. In fact, the roads within Broadmoor Valley are thoroughly deteriorated and littered with potholes. Many of the potholes have been present—and growing—for years. The number and depth of the potholes in Broadmoor Valley’s roads inhibit proper drainage of water, which has contributed to their further deterioration.

49. Illustrative—but far from isolated—examples of the deteriorated road conditions within Broadmoor Valley, from between May 2019 and July 2021, include:





50. Some of the potholes within the Park have been 11 inches deep and crater-like, such as this pothole on Spruce Drive:



51. Some potholes in Broadmoor Valley's roads have been so deep that they rarely emptied of water and served as breeding grounds for mosquitos and waterholes for wild animals, like this one that was on Timberlane Drive:



52. These potholes create unsafe driving conditions and likely have significantly damaged several residents' vehicles. For example, one resident had a new tie rod on her vehicle bend. A mechanic told her this was unusual, and probably the result of driving over too many potholes. Another resident had to get the struts on her truck realigned uncommonly frequently, which her mechanic attributed to driving over large potholes. Another resident had two tie rods break while living in the Park and popped a tire driving over a pothole. Yet another resident had significant suspension problems with their vehicle, which another mechanic attributed to driving over too many potholes. The mechanic quoted the cost to repair the vehicle's suspension at \$3,000, which the resident was unable to afford.

53. The substandard condition of Broadmoor Valley's roads—which are the direct result of Schierholz's failure to adequately maintain them—prevents the passage of normal resident travel on them in several ways. For instance, the potholes and deteriorated roadways have required residents to drive at speeds significantly below the roads' speed limit.

54. In addition, Broadmoor Valley residents have often had to drive in the wrong lane of traffic or off the Park's roads and onto nearby yards to avoid potholes. C.I., a resident who

lived at Broadmoor Valley for about seven years, expressed her concern about the danger of residents being forced to do this “because there are many kids that play on front lawns throughout the park.” J.A., a resident of Broadmoor Valley from October 2018 to April 2019, could not back out of her driveway normally, but rather had to do so at a specific angle so that her vehicle would not fall into a pothole on the road. Yet other Broadmoor Valley residents avoided potholes by taking indirect routes to and from their homes, which they would not have had to do if the roads were adequately maintained by Schierholz and not so thoroughly deteriorated.

55. Moreover, starting years ago, the school bus operation company serving the Marshall Public School District refused to allow its buses to enter the Park or drive on the Park’s roads because the roads had deteriorated so badly that it believed driving in the Park risked the safety of the children and damage to the buses. When the bus company spoke to Schierholz about fixing the road conditions so its buses could again enter the Park and pick up children, Schierholz responded by banning school buses from entering Broadmoor Valley.

56. As a result of Schierholz’s failure to maintain Broadmoor Valley’s roads, instead of being picked up by buses within the Park and transported to school, which would be normal travel for the Park’s schoolchildren, Broadmoor Valley’s school-age residents, some of whom are disabled, have had to walk long distances to catch a school bus at the park entrance, which is on a busy road.

57. Schierholz is aware that Broadmoor Valley’s roads prevent normal resident travel of school buses through the Park. Instead of repairing Broadmoor Valley’s roads to a condition in which buses would re-enter the Park, Schierholz has explicitly stated its desire to keep buses out of the Park. Schierholz claimed that school buses “destroy the roads and we can’t afford to

keep fixing them.” In an October 2018 letter to residents, Schierholz stated, “[o]ur goal was to keep out vehicles [over 10,000 pounds] that would damage the road.”

58. An undated internal Schierholz staff memo states:

We prohibit school buses from driving through our community. The city buses are smaller and of lighter weight and we have allowed them to go through our community, however I would like to eliminate them. The vehicles that now go through the community once a week are operated by the trash hauling companies. I have been trying to figure out a way to prohibit those vehicles from going through our community.

59. From time to time, Schierholz performs minor road repairs by filling potholes with dirt and gravel or performing other road patching. The fill typically quickly washes away when it rains, and the repairs do not improve the roads to a lasting condition that permits passage of normal resident travel.

60. Schierholz has responded to residents’ complaints about the roads and other conditions in Broadmoor Valley by, for example, falsely suggesting that it had the authority to assess the cost of the repairs directly to the residents.

61. In one response to a complaint about road conditions in 2018, Schierholz stated “[i]t takes time and we have fixed [a] lot of the pot holes we will not repave the roads as it is way to [sic] expensive.” In the same correspondence, Schierholz also claimed that “[t]he city and the health have found nothing wrong with the community and have told us that everything takes time and see that things are being done. Everyone wants things done and done now and it’s not going to happen.” The correspondence concluded by saying “[a]t anytime you decide you don’t like the process pace you are more than welcome to come help.”

62. Schierholz’s suggestion that inspectors have found nothing wrong with the community is blatantly false. To the contrary, SWHHS, which licenses Broadmoor Valley as a manufactured home park, has repeatedly inspected the Park and informed Schierholz of the

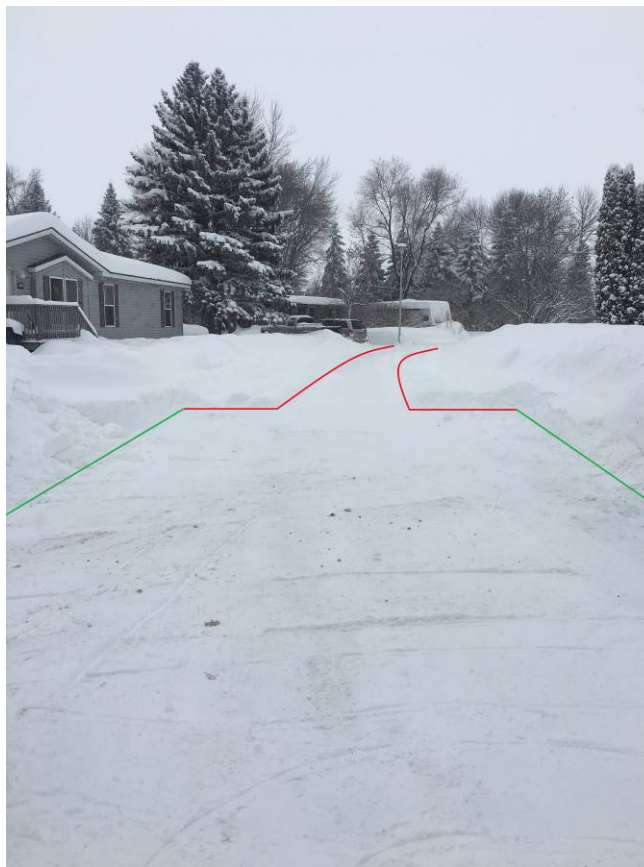
existence of potholes and deteriorated road surfaces—among many other significant problems—in the same places in the Park in multiple inspection reports.

63. SWHHS’s reports specifically document the continued deterioration of Broadmoor Valley’s roads and their need for repair. For instance, in a report dated May 9, 2019, SWHHS observed “potholes and deteriorated road surfaces of varying degrees throughout the entire park” This report noted that “[t]he roads throughout the entire park need to be addressed.” A subsequent report issued by SWHHS dated March 11, 2020, stated “road surfaces continue to deteriorate throughout the manufactured home park.”

64. When it snows, Schierholz has also failed to maintain the Park’s roads in a condition that permits the passage of normal resident travel by frequently failing to plow them. Because of Schierholz’s failure to plow the roads within Broadmoor Valley, residents’ vehicles often get stuck driving in the snow. Illustrative examples of roads in Broadmoor Valley not permitting passage of normal resident travel caused by Schierholz’s failure to plow include:



65. Even when Schierholz does plow, its plowing has not maintained the Park's roads to the standard required by law. For example, Schierholz typically only plows one of the road's two lanes. The following picture illustrates an example of this practice. In it, a resident has cleared an extra lane out of the snow in the half of the road in the foreground, but Schierholz's usual single-snowplowed lane remains visible in the half of the road in the background:



(emphasis added.)

66. Schierholz's inadequate snowplowing makes two-way travel—the normal passage of resident travel on the Park's two-way roads—impossible because it creates only one lane of travel, which prevents vehicles from passing each other. In these instances, when two residents are driving at each other from opposite directions, one of the residents usually must back up or risk getting stuck by driving on the unplowed part of the road.

67. Schierholz's failure to plow and inadequate snowplowing also often makes it difficult or impossible for residents to access the Park's roads from their driveway. Residents are often left to clear a path for their vehicle from their driveway to the road's single plowed lane. An illustrative, but not exclusive, example is the large patch of snow left unplowed on the road by Schierholz adjacent to the resident's driveway in the foreground of the following photograph:



68. Schierholz's failure to adequately plow the snow creates dangerous conditions for resident pedestrian and vehicle travel within Broadmoor Valley. In the winter, school children walking to catch the bus—which they must do not only because Schierholz does not maintain the roads to a condition in which buses will enter the Park, but also because Schierholz bans school

buses from entering Broadmoor Valley—and other walking residents must share the same single-snowplowed lane with vehicles driving in both directions. When Schierholz fails to plow after a snowfall, the children and other residents must walk on tire tracks, with vehicles driving in both directions, as shown in the following photograph:



For residents who travel through the Park on foot, sharing a single lane of traffic or tire tracks with vehicles is not normal resident travel.

69. Schierholz's failure to maintain Broadmoor Valley's roads to the statutory standard has created undignified living conditions for the Park's residents, jeopardized their safety, caused them financial harm, and severely disrupted their lives.

V. BROADMOOR VALLEY RESIDENTS ARE CHARGED OTHER ILLEGAL FEES.

70. Minnesota Statutes section 327C.03, subdivision 1 prohibits (with limited, narrow exceptions) park residents or prospective residents from being charged any fee other than a periodic rent payment for the right to obtain or retain a lot. Nevertheless, Broadmoor Valley residents have been repeatedly charged fees that they must pay to retain their lots which do not meet an exception and violate section 327C.03, subdivision 1.

71. Broadmoor Valley residents used to be able to pay their monthly rent at Schierholz's office in Broadmoor Valley or at a local bank without incurring a fee. In 2019, Schierholz required Broadmoor Valley residents to make all rental payments through a property management company called PayLease, LLC.

72. As a result, since then, Broadmoor Valley residents have only two options when paying rent through PayLease: (1) pay online or (2) pay in person at a local store. When paying rent through PayLease online or at a local store, Broadmoor Valley residents have been charged a \$1 to \$4 fee per transaction. According to PayLease, Schierholz and PayLease jointly determined to impose these fees on Broadmoor Valley residents. These transaction fees were in addition to—and not part of—Broadmoor Valley residents' rental payments, and Schierholz requires them to be paid for residents to retain their lot.

VI. SCHIERHOLZ UNLAWFULLY RETALIATED AGAINST BROADMOOR VALLEY RESIDENTS.

73. As residents have acted to clean up Broadmoor Valley and confront Schierholz's illegal practices, Schierholz has engaged in unlawful retaliation against those who take action, request repairs to the Park, or speak to residents about improving the Park's conditions.

74. Broadmoor Valley residents formed a residents' association and informally began using the name Broadmoor Valley Residents Association. In 2018, the Association and residents organized a parkwide clean-up to pick up trash and improve Broadmoor Valley's appearance. Schierholz provided permission for an afternoon cookout to be held on two vacant lots within Broadmoor Valley to draw more participants and celebrate the clean-up effort. The residents collected trash and debris from around the Park and took it to the dump.

75. Later, Schierholz charged C.I., a resident who participated in the park-wide cleanup, \$1,680—a full month's lot rent and security deposits for both of the two empty lots—stating, “Our minimum rental period is one month. If you choose to continue to rent these two lots you will need to fill out an application and pay a security deposit and enter into a lease if you are approved.” Schierholz then threatened to evict the resident if she did not pay.

76. The Association saved the resident from eviction by raising money to pay the amount Schierholz was demanding for having a barbeque on the two lots on the day of the parkwide clean-up.

77. When Schierholz learned that residents had formed a resident association, it registered the name Broadmoor Valley Residents' Association with the Office of the Minnesota Secretary of State for itself, and then threatened legal action if the Association did not stop using that name. In response to this threat, the Association changed its name to Residents United.

78. At the same time, Schierholz accused the Association of not being “legitimate” and questioned the motives of its organizers. Schierholz also referenced a mobile home park in St. Anthony Village, Minnesota, that had recently closed, a veiled threat to close Broadmoor Valley if residents continued to assert their legal rights.

79. In September 2018, Schierholz sent an e-mail to the Association's email address, referencing a recent inspection by SWHHS and stating that if Broadmoor Valley were to be sold "EVERYONE is without a home cause this will be turned into a truck stop. Have a wonderful day."

80. Schierholz sent a letter to Broadmoor Valley residents in which it claimed it follows "all tenant laws." The letter also referenced Schierholz's license to operate and stated that to maintain that license it was required to "follow the Minnesota statutes," implying that the existence of a license represented the government's determination that Schierholz was in compliance with all laws. Schierholz again referenced the closure of the mobile home park in St. Anthony Village and suggested that the "goal" of one of the groups with whom the Association had been communicating was closure of Broadmoor Valley. The letter also again suggested that Schierholz could levy a "special assessment" against residents to fund capital improvements to Broadmoor Valley.

81. Schierholz also attempted to ban one of the organizers of Residents United, a guest of residents, from entering Broadmoor Valley, claiming it had legal authority to "exclude any nonresident."

COUNT I
LATE FEES
MINN. STAT. § 504B.177

82. The State re-alleges all prior paragraphs of this Complaint.

83. Minnesota Statutes section 504B.177(a), states, in part:

A landlord of a residential building may not charge a late fee if the rent is paid after the due date, unless the tenant and landlord have agreed in writing that a late fee may be imposed. The agreement must specify when the late fee will be imposed. In no case may the late fee exceed eight percent of the overdue rent payment.

84. The term “residential building” within the meaning of Minnesota Statutes section 504B.177 includes “a manufactured home park.” *See* Minn. Stat. § 504B.001, subd. 11(1). Broadmoor Valley is a residential building within the meaning of this statute.

85. The term “landlord” includes “an owner of real property, a contract for deed vendee, receiver, executor, trustee, agent, or other person directly or indirectly in control of rental property.” *See* Minn. Stat. 504B.001, subd. 7. Schierholz is a landlord of a residential building within the meaning of this statute.

86. The term “tenant” within the meaning of Minnesota Statutes section 504B.177 includes “a person who is occupying a dwelling in a residential building under a lease or contract, whether oral or written, that requires the payment of money or exchange of services, all other regular occupants of that dwelling unit, or a resident of a manufactured home park.” *See* Minn. Stat. § 504B.001, subd. 12. Broadmoor Valley residents, whether they rent both a manufactured home and the lot it sits on from Schierholz or own their home and rent a lot from Schierholz, are tenants within the meaning of this statute.

87. Schierholz has repeatedly violated and continues to violate Minnesota Statutes section 504B.177(a) by engaging in the unlawful practices described in this Complaint. This conduct includes, but is not limited to:

- a. Entering into rental agreements with Broadmoor Valley tenants that include a late fee provision in excess of eight percent of the tenants’ overdue rent payments;
- b. Charging Broadmoor Valley tenants late fees that exceeded eight percent of their overdue rent payments; and
- c. Charging Broadmoor Valley tenants late fees when they had paid their rent on time and did not owe past due rent.

88. Schierholz's conduct described in this Complaint constitutes multiple, separate violations of Minnesota Statutes section 504B.177(a).

COUNT II
FAILURE TO MAINTAIN ROADS
MINN. STAT. § 327.20, SUBD. 3

89. Plaintiff re-alleges all prior paragraphs of this Complaint.

90. Minnesota Statutes section 327.20, subdivision 3 provides that “[a] manufactured home park owner shall maintain streets and roadways in the park so as to permit passage of emergency vehicles and normal resident travel.”

91. Broadmoor Valley is a “park” within the meaning of Minnesota Statutes section 327.20, subdivision 3. *See* Minn. Stat § 327.14, subds. 1 and 3.

92. Schierholz is a “manufactured home park owner” within the meaning of Minnesota Statutes section 327.20, subdivision 3. *See* Minn. Stat. § 327.14; subds. 1 and 3. *See also* Minn. Stat. § 327C.01, subd. 6.

93. Schierholz has repeatedly violated and continues to violate Minnesota Statutes section 327.20, subdivision 3 by engaging in the conduct, practices, and actions described in this Complaint. This includes, but is not limited to:

- a. Failing to maintain the streets and roadways in Broadmoor Valley so as to permit passage of normal resident travel;
- b. Failing to adequately abate the deteriorated conditions and potholes in Broadmoor Valley's streets and roadways, which required residents to drive off the streets and roadways and into yards, drive into the wrong lane of traffic, drive at speeds significantly lower than the posted speed limit, take indirect routes to and from their homes to avoid damaged and dangerous roads, and prevented children from being picked up and transported by school buses from within the Park; and
- c. Failing to clear snow from Broadmoor Valley's streets and roadways in a manner that permitted two-way travel on the Park's two-way streets and roadways during the winter months, permitted residents to access the

streets and roads from their abutting driveways, and allowed residents to walk on the streets and roadways without sharing the lane of traffic or only tire tracks with vehicles.

94. Schierholz's conduct, practices, and actions described in this Complaint constitute multiple, separate violations of Minnesota Statutes section 327.20, subdivision 3.

COUNT III
FAILURE TO MAINTAIN PARK
MINN. STAT. § 327.20, SUBD. 1

95. Plaintiff realleges all prior paragraphs of this Complaint.

96. Minnesota Statutes section 327.20, subdivision 1(1) provides that manufactured park owners, through a caretaker, "shall maintain the park area, and its facilities and equipment in a clean, orderly and sanitary condition."

97. Schierholz has repeatedly violated and continues to violate Minnesota Statutes section 327.20, subdivision 1(1) by engaging in the conduct, practices, and actions described in this Complaint. This includes, but is not limited to:

- a. Failing to maintain Broadmoor Valley's streets and roadways, which are deteriorated and littered with potholes, in an orderly condition;
- b. Failing to maintain Broadmoor Valley's streets and roadways, which during the winter are either not cleared of snow or not adequately cleared of snow, in an orderly condition;
- c. Failing to maintain vacant homes and properties in Broadmoor Valley in a clean, orderly, and sanitary condition;
- d. Failing to abate non-clean, non-orderly, and non-sanitary vacant homes and properties in Broadmoor Valley;
- e. Failing to maintain homes in Broadmoor Valley that it leases to residents in a clean, orderly, and sanitary condition;
- f. Failing to maintain the yards on vacant properties in Broadmoor Valley in a clean and orderly condition;
- g. Failing to maintain the trees in Broadmoor Valley in an orderly condition;

- h. Allowing large brush piles to accumulate within Broadmoor Valley;
- i. Allowing large piles of garbage and debris to accumulate within Broadmoor Valley; and
- j. Failing to maintain the Park's storm shelter—which has had water, garbage, and debris accumulate in it—in a clean, orderly, and sanitary condition.

98. Schierholz's conduct, practices, and actions described in this Complaint constitute multiple, separate violations of Minnesota Statutes section 327.20, subdivision 1.

**COUNT IV
UNLAWFUL FEES
MINN. STAT. § 327C.03, SUBD. 1**

99. Plaintiff re-alleges all prior paragraphs of this Complaint.

100. Minnesota Statutes section 327C.03, subdivision 1 states:

Except as provided in this section and section 327C.04, no fee other than the periodic rental payment shall be charged to a park resident or prospective resident or any agent of a resident or prospective resident for the right to obtain or retain a lot.

101. Schierholz has repeatedly violated and continues to violate Minnesota Statutes section 327C.03, subdivision 1 by causing Broadmoor Valley residents to be charged fees other than periodic rental payments for the right to obtain or retain a lot. The unlawful fees include the fees charged to Broadmoor Valley residents for paying rent through PayLease as Schierholz determined and requires.

102. The fees charged to Broadmoor Valley residents in violation of section 327C.03, subdivision do not meet any of the statutory exceptions provided in Minnesota Statutes sections 327C.03 or 327C.04.

103. Schierholz's conduct, practices, and actions described in this Complaint constitute multiple separate violations of Minnesota Statutes sections 327C.03, subdivision 1.

COUNT V
PREVENTION OF CONSUMER FRAUD ACT
MINN. STAT. § 325F.69

104. Plaintiff re-alleges all prior paragraphs of this Complaint.

105. Minnesota Statutes section 325F.69, subdivision 1, states:

The act, use, or employment by any person of any fraud, false pretense, false promise, misrepresentation, misleading statement or deceptive practice, with the intent that others rely thereon in connection with the sale of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby, is enjoined as provided in section 325F.70.

106. The term “merchandise” within the meaning of Minnesota Statutes section 325F.69 includes services and real estate. Minn. Stat. § 325F.68, subd. 2 (2020).

107. The term “person” includes “any natural person or legal representative, partnership, corporation (domestic and foreign), company, trust, business entity, or association, and any agent, employee, salesperson, partner, officer, director, member, stockholder, associate, trustee, or cestui que therof.” Minn. Stat. § 325.68, subd. 3. Schierholz is a “person” within the meaning of the statute.

108. Schierholz has repeatedly violated Minnesota Statutes section 325F.69, subdivision 1, by engaging in fraud, false pretenses, false promises, misrepresentation, misleading statements, and deceptive practices, as described in this Complaint, with the intent that others rely thereon in connection with the rental of its lots and residential properties. Those practices include, but are not limited to:

- a. Misrepresenting and misleading Broadmoor Valley residents that landlords can charge late fees that exceed eight percent of the overdue rent payment when they pay their rent late when they cannot;
- b. Misrepresenting and misleading Broadmoor Valley residents that landlords can charge late fees even when the tenant paid rent on time and did not have an overdue rent balance when they cannot;

- c. Misrepresenting and misleading Broadmoor Valley residents that landlords can charge fees other than the periodic rental payment or fees exempted by Minnesota Statutes sections 327C.03 or 327C.04 for the right to obtain or retain a lot; and
- d. Misrepresenting and misleading Broadmoor Valley residents that it will trim trees on residents' lots as needed when in fact it does not.

109. Due to the deceptive and fraudulent conduct described in this Complaint, Minnesota consumers paid late fees to Schierholz above eight percent of the overdue rent amount that they otherwise would not have paid, thereby causing harm to those consumers. Due to the deceptive and fraudulent conduct described in this Complaint, Minnesota consumers were charged fees, which did not meet any lawful exception, besides the periodic payment of rent that they otherwise would not have paid, thereby causing harm to those consumers. Due to the deceptive and fraudulent conduct described in this Complaint, Minnesota consumers had trees that should have been trimmed by Schierholz go untrimmed, thereby causing harm to those consumers.

110. Schierholz's conduct, practices, and actions described in this Complaint constitute multiple separate violations of Minnesota Statutes section 325F.69.

COUNT VI
UNIFORM DECEPTIVE TRADE PRACTICES ACT
MINN. STAT. § 325D.44

111. Plaintiff re-alleges all prior paragraphs of this Complaint.

112. Minnesota Statutes section 325D.44, subdivision 1, states:

A person engages in a deceptive trade practice when, in the course of business, vocation, or occupation, the person:

- (2) causes likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services;

- (5) represents 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 the person does not have;

- (7) represents that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another;

- (13) engages in any other conduct which similarly creates a likelihood of confusion or of misunderstanding.

113. Schierholz has repeatedly violated Minnesota Statutes section 325D.44, subdivision 1, by engaging in the deceptive and fraudulent conduct described in this Complaint with respect to the operation of its manufactured home park. Those deceptive acts and practices include, but are not limited to:

- a. Misrepresenting to Broadmoor Valley residents that landlords can charge late fees in excess of eight percent when they pay their rent late, when in reality the law forbids Schierholz from charging more than eight percent of the overdue rent amount as a penalty for paying late;
- b. Misrepresenting to Broadmoor Valley residents that they owed a late rent fee when they did not;
- c. Misrepresenting to Broadmoor Valley residents that a manufactured housing park owner can charge fees, which were not exempted by sections 327C.03 or 327C.04, other than the periodic rental payment for the right to obtain or retain a lot;
- d. Misrepresenting to Broadmoor Valley residents that Schierholz would trim trees on lots as needed, while Schierholz refused and told consumers it was their responsibility to do so; and
- e. Misrepresenting to Broadmoor Valley residents that a manufactured housing park owner can impose capital improvement assessments on the tenants.

114. Schierholz's conduct, practices, and actions described in this Complaint constitute multiple separate violations of Minnesota Statutes section 325D.44, subdivision 1.

**COUNT VII
RETALIATION
MINN. STAT. § 327C.12**

115. Plaintiff re-alleges all prior paragraphs of this Complaint.

116. Minnesota Statutes section 327C.12 provides that:

A park owner may not increase rent, decrease services, alter an existing rental agreement or seek to recover possession or threaten such action in whole or in part as a penalty for a resident's:

- (1) good faith complaint to the park owner or to a government agency or official;
- (2) good faith attempt to exercise rights or remedies pursuant to state or federal law; or
- (3) joining and participating in the activities of a resident association as defined under section 327C.01, subdivision 9a.

117. The term "resident association" within the meaning of Minnesota Statutes section 327C.12 includes "an organization that has the written permission of the owners of at least 51 percent of the manufactured homes in the park to represent them, and which is organized for the purpose of resolving matters relating to living conditions in the manufactured home park." *See* Minn. Stat. § 327C.01, subd. 9a. Residents United is a residential association within the meaning of this statute.

118. Schierholz is a "park owner" within the meaning of this statute. *See* Minn. Stat. § 327C.01, subd. 6.

119. Schierholz's conduct, practices, and actions described in this Complaint constitute multiple, separate violations of Minnesota Statutes section 327C.12. This includes, but is not limited to:

- a. Schierholz threatening to close Broadmoor Valley if residents continued to assert their legal rights and participate in the activities of a resident association; and
- b. Schierholz threatening to alter existing rental agreements by imposing a special assessment to fund capital improvements to Broadmoor Valley for participating in the activities of a resident association.

120. Schierholz's conduct, practices, and actions described in this Complaint constitute multiple separate violations of Minnesota Statutes section 327C.12.

**COUNT VIII
FREEDOM OF EXPRESSION
MINN. STAT. § 327C.13**

121. Plaintiff re-alleges all prior paragraphs of this Complaint.

122. Minnesota Statutes section 327C.13 provides, in part, that:

No park owner shall prohibit or adopt any rule prohibiting residents or other persons from peacefully organizing, assembling, canvassing, leafletting or otherwise exercising within the park their right of free expression for noncommercial purposes.

123. The term "park owner" within the meaning of Minnesota Statutes section 327C.13 includes "the owner of a manufactured home park and any person acting on behalf of the owner in the operation or management of a park." *See* Minn. Stat. § 327C.01, subd. 6. Schierholz is a park owner within the meaning of this statute.

124. Schierholz has violated Minnesota Statutes section 327C.13 by attempting to prohibit one of the organizers of Residents United from peacefully organizing, assembling, canvassing, leafletting or otherwise exercising within the Park their right of free expression for noncommercial purposes.

125. Schierholz's conduct, practices, and actions described in this Complaint constitute multiple, separate violations of Minnesota Statutes section 327C.13.

PRAYER FOR RELIEF

WHEREFORE, the State of Minnesota, by its Attorney General, Keith Ellison, respectfully asks this Court to award judgment against Defendants as follows:

1. Declaring that Defendants' actions, as described in this Complaint, constitute multiple, separate violations of Minnesota Statutes sections 504B.177(a); 327.20, subdivision 3; 327.20, subdivision 1; 327C.03, subdivision 1; 325F.69, subdivision 1; 325D.44, subdivision 1; 327C.12; and 327C.13;

2. Enjoining Defendant and its employees, officers, directors, agents, successors, assignees, affiliates, merged or acquired predecessors, parents or controlling entities, subsidiaries, and all other persons acting in concert or participation with them, from engaging in conduct in violation of Minnesota Statutes sections 504B.177(a); 327.20, subdivision 3; 327.20, subdivision 1; 327C.03, subdivision 1; 325F.69, subdivision 1; 325D.44, subdivision 1; 327C.12; and 327C.13;

3. Ordering Defendant to abate the conditions within Broadmoor Valley that violate Minnesota Statutes sections 327.20, subdivisions 1 and 3;

4. Awarding judgment against Defendant for restitution under the *parens patriae* doctrine, the general equitable powers of this Court, Minnesota Statutes section 8.31, and any other authority, for all persons harmed or injured by Defendant's acts as described in this Complaint;

5. Awarding judgment against Defendant for civil penalties pursuant to Minnesota Statutes section 8.31, subdivision 3, for each separate violation of Minnesota Statutes

504B.177(a); 327.20, subdivision 3; 327.20, subdivision 1; 327C.03, subdivision 1; 325F.69, subdivision 1; 325D.44, subdivision 1; 327C.12; and 327C.13;

6. Awarding the State of Minnesota its costs, including litigation costs, costs of investigation, and attorneys' fees, as authorized by Minnesota Statutes section 8.31, subdivision 3(a); and

7. Granting such further relief as provided by law or equity or as the Court deems appropriate and just.

Dated: August 27, 2021

KEITH ELLISON
Attorney General
State of Minnesota

/s/ Bennett Hartz
BENNETT HARTZ (#0393136)
Assistant Attorney General

JAMES VAN BUSKIRK (#0392513)
Assistant Attorney General

JASON PLEGGENKUHLE (#0391772)
Assistant Attorney General

445 Minnesota Street, Suite 1200
St. Paul, Minnesota 55101-2130
Telephone: (651) 757-1235
Telephone: (651) 757-1150
Telephone: (651) 757-1147
bennett.hartz@ag.state.mn.us
james.vanbuskirk@ag.state.mn.us
jason.pleggenkuhle@ag.state.mn.us

Attorneys for Plaintiff, State of Minnesota

MINN. STAT. § 549.211 ACKNOWLEDGMENT

The party on whose behalf the attached document is served acknowledges through its undersigned counsel that sanctions, including reasonable attorney fees and other expenses, may be awarded to the opposite party or parties pursuant to Minn. Stat. § 549.211 (2020).

Dated: August 27, 2021

/s/ Bennett Hartz
Bennett Hartz