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**IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR THE COUNTY OF LATAH**

H ZACHARY RISHLING, and other
similarly situated tenants of Abiel
Community, LLC,

Plaintiff,

v.

ABIEL COMMUNITY, LLC, and
HURST & SON, LLC,

Defendants.

Case No. _____

**COMPLAINT AND DEMAND
FOR JURY TRIAL**

Fee Category: A.4

Fee: Waived

COMES NOW Kimberli A. Stretch and Monica R. Fabbi, of
Intermountain Fair Housing Council, Inc. (“IFHC”), attorney of record for
Plaintiff H ZACHARY RISHLING (“Zachary”), and for causes of action against
above-named Defendants, hereby complain and allege as follows:

I. PARTIES

1. This action is brought by H Zachary Rishling, a current tenant of Abiel Community, LLC, a mobile home community. Zachary has lived in this community, in Space 53, since May 1, 2018. He is listed on an executed lease as a co-tenant with his uncle, Steve A. Rishling. This was an error by the previous park owner – Steve A. Rishling has never been a co-tenant, nor has he ever lived in Zachary’s home. In the lease, Zachary is listed as the resident on whom notices should be served.

2. The subject property is in Moscow Idaho and described by the Latah County assessor as 603 W PALOUSE RIV 83843 Parcel Assessment or RPM001000 20010. It is a lot that has a small yard with a tree and a private driveway. Zachary installed a shed, some garden statuary, and a rock garden to make his home nicer and more appealing. The home has a front porch with an awning and a back porch for easy access.

3. At the time of Zachary’s lease signing, the landlord/owner for the Abiel Mobile Home Community was Abiel Mobile Home Community, LLC, an Idaho limited liability community. This company was created in 2015 when Gary Lester quitclaimed his personal real property to the LLC that he created, namely Abiel Mobile Home Community, LLC. In May 2018, the designated agent for the landlord was Alliance Home Management, 103 E. 2nd Street, Moscow, Idaho, 83843.

4. On or around October 17, 2022, Abiel Mobile Home Community LLC, was purchased by Abiel Community, LLC. Per its Foreign Registration

Statement filed with the Idaho Secretary of State on September 1, 2022, one of its Managers and Members is Hurst & Son, LLC, which is headquartered at 535 Bethel Avenue, Suite 202, Port Orchard, Washington, 98366. The other two managers and members are listed as Caleb K. Romack and Kristina S. Romack. Their address is the same Bethel Avenue address as Hurst & Son, LLC. The registered agent is listed at Incorp Services, Inc., located at 1310 S. Vista Avenue, Suite 28, Boise, Idaho, 83705.

II. JURISDICTION AND VENUE

5. This is a civil action over which this Court has jurisdiction pursuant to the Idaho Manufactured Home Residency Act (“IMHRA”), Idaho Code Title 55, Chapter 20; the Idaho Consumer Protection Act (“ICPA”), Idaho Code Title 48, Chapter 6; and the federal Fair Housing Act (“FHA”) 42 U.S.C. 3601 *et seq.*

6. Venue is appropriate in this Court pursuant to Idaho Code § 5-401 because this is an action concerning real property and all events giving rise to this action occurred in Moscow, Idaho which is situated in Latah County.

III. FACTS COMMON TO ALL COUNTS

7. Zachary owns and has lived in a manufactured home in Space 53 at 603 W. Palouse River Drive, 83843 in the Abiel Mobile Home Community (“Abiel”) since May 1, 2018. He is listed on a signed lease from 2018 as a co-tenant with Steve A. Rishling, his uncle. As stated in Paragraph 1, Steve A. Rishling is not a co-tenant, nor a co-owner, and has never lived in Zachary’s

home. Zachary and his uncle repeatedly requested that Steve A. Rishling be removed from Zachary's lease, but even now, they are unsure if Steve is still on the lease as Zachary has not received a hard copy of the lease. In the lease, Zachary is listed as the resident on whom notices should be served.

8. Zachary's lease began on May 1, 2018, for a month-to-month term that automatically renewed unless either he or the Landlord served the other with proper notice that they wished to end the lease. His rental amount was \$315.00 per month, which included utilities. He also paid a \$315.00 security deposit.

9. On January 1, 2020, Zachary's rent was increased to \$335.00, including utilities, by the previous owner of the park, Gary Lester ("Lester"). On January 1, 2021, Zachary's rent was increased to \$355.00, including utilities by Lester. On January 1, 2022, Zachary's rent was increased to \$375.00, including utilities, by former owner Lester. Lester did not issue a new revised lease for Zachary to sign. Zachary paid the \$375.00 rental amount until April 2023. He did not pay any sum for an increased security deposit with this revised lease. The security deposit is transferred per Idaho Law to the new owner.

10. Zachary's lease with Abiel Mobile Home Community, LLC, contained the legally required Abiel Mobile Home Community Park Rules.

11. Zachary had no issues or problems with Abiel Mobile Home Community, LLC and Gary Lester when he was the owner of the park.

12. Zachary is a person with multiple disabilities, physical and mental.

13. On or around October 17, 2022, Abiel Mobile Home Community LLC, was purchased by Abiel Community, LLC. Per its Foreign Registration Statement filed with the Idaho Secretary of State on September 1, 2022, one of its governors is Hurst & Son, LLC, (“Hurst”) which is headquartered at 535 Bethel Avenue, Suite 202, Port Orchard, Washington, 98366.

14. Sometime in early 2023, Hurst gave an unsigned lease to Zachary by leaving it in a flimsy plastic bag, hanging off his front door handle. It did not include Steve A. Rishling as one of the proposed tenants for Space 53. The new lease purported to increase his rent from \$375.00 per month to \$525.00 and added an obligation to pay utility payments in an undetermined amount. This differed substantially from the existing May 2018 lease in that all utilities were included in the \$315.00 rental amount.

15. Parker Munck (“Munck”), a property manager who Zachary spoke to about the new lease, implied to him that if he did not sign the new lease, he would be evicted. Munck advised him to sign sooner rather than later. As a person with a disability, Zachary greatly feared becoming houseless, and signed the lease under duress. The lease had an effective date of February 28, 2023, on month-to-month terms.

16. Beginning March 1, 2023, Zachary thought he was going to start paying \$525.00 to Hurst & Son, LLC, d/b/a Abiel Community, LLC, for rent,

but they only charged him \$375.00. There was no explanation for this. He paid \$375.00.

17. On or around March 1, 2023, Zachary learned that a number of other tenants in Abiel had not signed the new Hurst lease, so he was paying more rent than they were for a space in the mobile home park that was in the same tier as he resided in. He also learned that some tenants were paying as little as \$355.00 or as much as \$410.00. Lastly, He learned that other tenants had not signed the lease because there were a number of provisions that arguably violated the FHA and Idaho law, namely the Idaho Mobile Home Residency Act and the Idaho Consumer Protection Act.

18. This fact confused and upset him – to be paying more rent than his neighbors – but he believed based upon the Hurst statements when they gave him the lease that he had no choice but to sign the lease and pay the higher rental amount. He felt humiliated for succumbing to the fear instilled in him by Hurst, trapped, and betrayed by Hurst, his new landlord.

19. In March 2023, Zachary reached out to IFHC to determine what his options were regarding his having signed the new, arguably illegal lease, responding to Hursts' retaliatory actions against him and other tenants who had not signed the lease, and the discrimination he faced in employment and housing by pursuing the park manager job.

20. In or around late November or early December 2022, a park manager, Jimmy Brown ("Brown"), suggested to Zachary that he apply for the

job as park manager for Abiel Mobile Home Park, as well as four (4) other parks that Hurst had recently purchased: Appaloosa Mobile Home Park, Palouse Hills Mobile Home Park, Woodland Heights Mobile Home Park, and Fairview Community Mobile Home Park. Zachary was told at that time that the job was his if he wanted it, but he still needed to do an interview as a formality.

21. In December 2022, Zachary interviewed for the manager position with Brown, who Zachary mistakenly thought was one of the new park owners. Brown informed him that he would be on call 24/7, he would receive no overtime, would have to do all park maintenance and landscaping, and did not have the option to contact an outside company for repairs, as Hurst's policy as a private company is to do all repairs in-house. Brown told Zachary that Hurst was desperate for a manager who knew and lived in the area, and that they were eager to sign him on. For this job, he would be compensated \$3,000.00 per month, with free lot rent and free utilities. Zachary did not feel that this salary was enough for the vast undertaking that was the job.

22. Upon hearing this job description, Zachary immediately informed Brown that he had disabilities and would need accommodation to do the job. He also told Brown that he was uncomfortable working on water pipes and doing electrical repair without a license. Zachary believes this information did not please Brown since he was not given the job right then, as he had expected, but rather was told that Brown would get back to Zachary in a week. After two

(2) weeks went by with no word from Brown, Zachary called him, and was told that Brown was still interviewing other candidates. Zachary believes he was discriminated against by Hurst for his disability when he was not given the job. It appeared to him that Brown was “eager” to hire someone who wasn’t disabled.

23. It appeared to Zachary that the property manager that was ultimately hired, Parker Munck (“Munck”) was reluctant to communicate with the tenants. He suggested to Munck that an Abiel notice board would be helpful, but Munck refused the suggestion. In his conversations with Munck, Zachary felt he used a threatening tone, and showed clear annoyance with him when Zachary suggested various methods to help the Abiel tenants understand park rules and changes, especially those tenants who had not signed the new lease.

24. In or around March 2023, some tenants in Abiel, along with tenants in other Hurst parks, began to meet and eventually decided to form a Tenant Co-Operative (“Co-Op”) as they are permitted to do per Idaho Code § 55-2015. They met regularly about it before they made the final decision to form the Co-Op. During this exploratory period, they would reach out to other tenants in the parks, and distribute flyers to tenants at their homes to let them know about the meetings and the Co-Op, including an election once the decision was made to form the group.

25. Property Manager Dean's son, Tucker, also lives in Abiel, and Zachary attempted to give him a flyer personally. However, Tucker has many aggressive dogs, who barked and growled at Zachary, preventing him from leaving a flyer at the door. Zachary taped the flyer to the fence gate. Upon information and belief, Dean knew about the Co-op formation, and as an employee of Hurst, his knowledge of the formation of the Co-Op is imputed to Hurst.

26. After the decision was made to form a Co-Op, on or about May 15, 2023, Victoria O'Banion, of the Northwest Cooperative Development Center, sent a letter via certified mail to Hurst & Son, LLC, Atten: Caleb Romack, notifying them that a renter's union had been organized.

27. Zachary was elected to be the President of the new Co-Op. Ultimately, due to the stress of the job, his disabilities and dealings with other board members, he stepped down as President in October 2023, approximately seven (7) months later, and is now a regular board member.

28. In March 2023, during a meeting about forming a Co-Op, Hurst turned the water off on the tenants without giving them any notice. Again, on March 4, 2023, the day of the Co-Operative's first official meeting, the water was turned off at Abiel again with no notice to the tenants. The water was turned off several times during Co-Op meetings. Upon information and belief, these were retaliatory actions taken by Hurst against the tenants for forming a co-operative in violation of Idaho Code § 55-2015.

29. Though Zach's signed lease was set to take effect March 1, 2023, he did not start to be charged for the increased rental amount until May 2023 and utilities until August 2023, which they credited back to him that month. There was never an explanation to Zachary as to why these amounts were charged when they were.

30. The utilities charged to Zachary were not supported by any documentation. Zachary asked for support for the amounts he was charged but was never given any. In fact, Zachary had to contact utility companies several times to correct incorrect Hurst's charges. He spoke to the property manager who replaced Munck, Shayne Dean ("Dean"), to get an explanation about these charges, and was told he "was looking into it." Dean has never proffered any explanation to Zachary. As errors continued to appear on Zachary's monthly statements, he would speak to Dean, who would usually respond that it was a Hurst error and to ignore incorrect charges. These were verbal communications between Zachary and Dean.

31. On December 12, 2023, IFHC sent a demand letter to Hurst & Son, which they forwarded to Hurst's attorneys of record, Eric Steven and Woody Horn, of Steven Law Office in Spokane, Washington, asking for a refund of all monies Zachary paid for rental payments in excess of lowest rent paid in the park, as well as for all payments he had made for utilities. IFHC asked for a response to this demand by December 22, 2023.

32. To date, Mr. Steven responded to the demand in an email dated January 3, 2024, stating that they would have a response to IFHC by January 12, 2024. On January 11, 2024, IFHC received an email from Mr. Horn telling them that they would need additional time to respond to Zachary's demand. Nothing further has been sent to IFHC concerning Zachary.

33. Additionally on at least two (2) separate occasions, Hurst's attorneys have asked IFHC for the names of the tenants whom they represent but IFHC has explained to them that the tenants are fearful of retaliation.

34. There has been no good faith or meaningful negotiations or discussions, but rather Hurst delayed this issue with Zachary and his representatives.

IV. CAUSES OF ACTION

COUNT ONE

Defendant violated the Idaho Manufactured Home Residency Act, § 55-2002 by not acting in good faith with Zachary when dealing with his new lease.

35. Zachary realleges and herein incorporates by reference the allegations set forth in Paragraphs 1 through 34 above.

36. The Defendant and its agents have violated the Idaho Manufactured Home Residency Act, § 55-2002.

37. Defendants did not give Zachary the required ninety (90) days' notice for increasing his lot rent space in Abiel. Rather, they gave him a lease by way of leaving it in a plastic bag hanging on his front doorknob, which was

unsigned by them, sometime in January 2023, with no indication of when they expected it to go into effect.

38. Defendants did not list the owner of the park in the proffered, unsigned manufactured home lease.

39. When Zachary asked manager Munck questions about the new rent and terms, and indicated he might not sign it, he was pressured by Munck to sign it, or he would be evicted. After he signed the lease, Munck did not immediately provide a copy, though Zachary had requested one more than once. Zach still does not have a hard copy of the lease.

40. Hurst charged Zachary for utilities, then credited the charges, included more charges later, then skipped a month with no explanation or any backup documentation for any utility charges they expected him to pay, despite his request for said documentation. This creates great uncertainty from month to month for Zachary in that he never knows how much his rent will be, and whether it will be so large that he cannot afford to purchase food at the end of the month.

41. Defendant(s) expect Zachary to follow Washington state law as evidenced by their citation of Washington's Manufactured/Mobile Home Landlord-Tenant Act (MHLTA) in Park Rule Number 16. This is an impossibility for Zachary as he is a resident of Idaho, and his home is in a park located in the state of Idaho.

42. The lease that was given to Zachary to sign contained a clause in Paragraph 17 that required him to sell his manufactured home to Hurst when he sells it, if they want it. This interferes with his right to contract. Nothing in the IMHRA allows a park owner to have the right of first refusal on the sale of a home in their park. Such a term is made in bad faith because the IMHRA prohibits such a term in Idaho Code § 55-2007(2)(c).

43. Such conduct by Munck and Hurst is willful and intentional and exhibits reckless or callous indifference for the rights of Zachary. As a person with disabilities known to Hurst, Zachary was pressured and taken advantage of, not treated with good faith.

44. But for the actions and omissions of the Defendant(s), Zachary incurred injuries, unneeded expenses, and most importantly, great psychological distress.

45. Defendant's actions were taken with malice, wantonness, or oppression, and directly and substantially injured Zachary by causing him to suffer injuries, unneeded expenses, and great psychological distress. Accordingly, Zachary is entitled to damages in the amount of three times amount at which actual damages are assessed under I.C. § 55-2017.

COUNT TWO

Defendant violated the Idaho Manufactured Home Residency Act § 55-2002 by not exercising their duty of good faith to Zachary in his dealings with them.

46. Zachary realleges and herein incorporates by reference the allegations set forth in Paragraphs 1 through 45 above.

47. Hurst has a general duty of good faith under Idaho Code § 55-2002. “Good faith” is defined as: “Every duty under this chapter and every act which must be performed as a condition precedent to the exercise of a right or remedy under this chapter imposes an obligation of good faith in its performance or enforcement.”

48. From their initial purchase of the Abiel Park, Hurst has not been transparent with Zachary or the other tenants about their intentions.

49. Hurst did not inform Zachary about their intention to raise lot rents. They did not inform Zachary that there would be such a substantial change in his lot rent because Hurst would expect him for utilities.

50. Hurst still has not explained to Zachary how they determine what they charge him for utilities. As a single person, is he paying the same amount for water as a family of four. He does not know because Hurst will not explain.

51. When Zachary told Munck he was not sure he was going to sign the new lease, Munck replied in essence, “Sign it or you’re evicted.” Zachary was not even given the opportunity to speak to Munck and ask questions about parts of the lease he did not understand. As a person with disabilities known to Hurst, Zachary was pressured and taken advantage of, not treated with good faith.

52. Beginning on or around April 2023, Hurst began to add utility charges that were incorrect to Zachary's monthly statements. For each incorrect statement, he spoke to Dean about the charges, who would then tell him to ignore them. But in the next month's statement, the incorrect charges would be carried over as a balance due from the previous month. Zachary has also repeatedly asked for backup documentation that supports any utility charges, but Hurst has ignored Zachary. This practice continues to this day, and from month to month, Zachary has no idea what amount of money Hurst expects Zachary to pay. As they have ignored him when he brings up this issue for a year, it is clear Hurst is not dealing with Zachary in good faith.

53. On or around May or June 2023, Hurst began to cut down trees throughout the park without discussing it with Zachary or other tenants. Zachary was given twenty-four (24) to forty-eight (48) hours' notice of the cutting, but no explanation as to why it was being done, or how they were choosing the trees to cut.

54. Hurst's behavior has been that of a bully abusing the smallest kid in class, acting with impunity, rather than acting in good faith as good fair housing owners and landlords.

55. But for the actions and omissions of the Defendant(s), Zachary incurred injuries, unneeded expenses, and most importantly, great psychological distress.

56. Defendant's actions were taken with malice, wantonness, or oppression, and directly and substantially injured Zachary by causing him to suffer injuries, unneeded expenses, and great psychological distress. Accordingly, Zachary is entitled to damages in the amount of three times amount at which actual damages are assessed under I.C. § 55-2017.

COUNT THREE

Defendant violated the Idaho Manufactured Home Residency Act § 55-2002 by including \$65.00 charges for notices that they may serve.

57. Zachary realleges and herein incorporates by reference the allegations set forth in Paragraphs 1 through 56 above.

58. The IMHRA in Idaho Code § 55-2002 requires that landlords act in good faith in dealings with their tenants.

59. Paragraph 4 of the Lease states that if a tenant receives a "Three-Day Notice to Pay or Vacate," that tenant will be charged an additional \$65.00 for said notice.

60. Paragraph 4 of the Lease also states that tenants will incur a \$65.00 fee for late rent payments.

61. Paragraph 10 of the Lease states that tenants will be charged a \$65.00 fee for a lease or rule violation that requires them to issue a 20-Day Notice to Comply.

62. These charges are unconscionable. Defendant did not serve tenants properly, including Zach, began trying to enforce unsigned leases that were not in effect, and began to deliver Three-Day Notices to tenants monthly.

Defendant knew that there had been no agreement between them and a great number of tenants but refused to discuss lease issues with them. To then charge those tenants who came to Defendant in good faith to talk about the lease is simply unscrupulous. Defendant seeks to profit from the confusion and chaos that they created.

63. Defendant's actions were taken with malice, wantonness, or oppression, and directly and substantially injured Zachary by causing him to suffer injuries, unneeded expenses, and great psychological distress. Accordingly, Zachary is entitled to damages in the amount of three times amount at which actual damages are assessed under I.C. § 55-2017.

COUNT FOUR

Defendant violated the Idaho Manufactured Home Residency Act, § 55-2005 by failing to provide an executed lease agreement to tenant, with a signed copy given to the tenant after it was executed.

64. Zachary realleges and herein incorporates by reference the allegations set forth in Paragraphs 1 through 63 above.

65. The Defendant and its agents have violated the Idaho Manufactured Home Residency Act, § 55-2005.

66. Hurst gave Zachary a proposed new lease, which was unsigned by them, sometime in January 2023, with no notice or indication of when they expected it to go into effect.

67. Zachary signed the proposed new lease on February 17, 2023, and returned it to Munck. Munck did not sign the lease until March 9, 2023, and he never gave Zachary a copy.

68. Such conduct by Munck and Hurst is willful and intentional and exhibits reckless or callous indifference for the rights of Zachary.

69. But for the actions and omissions of the Defendant(s), Zachary incurred injuries, unneeded expenses, and most importantly, great psychological distress.

70. Defendant's actions were taken with malice, wantonness, or oppression, and directly and substantially injured Zachary by causing him to suffer injuries, unneeded expenses, and great psychological distress. Accordingly, Zachary is entitled to damages in the amount of three times amount at which actual damages are assessed under I.C. § 55-2017.

COUNT FIVE

Defendant violated Idaho Manufactured Home Residency Act § 55-2005(3) by giving Zachary a lease that proffered a term in excess of one (1) year.

71. Zachary realleges and herein incorporates by reference the allegations set forth in Paragraphs 1 through 70 above.

72. Paragraph 2 of the lease Zachary signed says: "**Term and Renewal:** The term and renewal of this rental agreement shall be either month to month, or the length of time agreed to by the two parties (a minimum

of remaining months in current year plus one year) indicated by circling and completing either A or B for a month- to-month lease below: A. The term shall be for a minimum of 12 months, at the rate indicated in Section 4a, and ending on the 31st day of December 2023. The term and renewal will be 12 months, commencing January 1st. **OR** B. Month to Month. The undersigned certifies that I/We have been offered a rental agreement of at least one (1) year or more and reject the offer and elect to enter into a month-to-month rental agreement beginning on __/__/__. See attached waver of tenants' rights to a one-year Rental Agreement.”

73. By the plain language of the lease, the term being offered to Zachary was the remainder of 2023 plus all of 2024. Based on the date he signed it, had he chosen a one-year lease, his term would have been for twenty-two months, a clear violation of Idaho Code § 55-2005(3).

74. The language of Paragraph 2 is confusing, seemingly designed to confuse Zachary and the other tenants to lock them into leases longer than allowed by Idaho law.

75. Idaho Code § 55-2006(3) states that “A landlord shall give written notice of such change [in rent] to each affected home owner [sic] at least ninety (90) days prior to any amendment to the rental agreement. The landlord may not amend the rental agreement or rules more frequently than once in a six (6) month period.” Offering a month-to-month option without explaining it to

Zachary allows Defendant to avoid this notice requirement should they have wanted to.

76. Again, giving Zachary this lease to sign with these terms violates the duty of good faith required by Idaho Code § 55-2002.

77. As a person with disabilities known to Hurst, Zachary was pressured and taken advantage of, not treated with good faith.

78. Defendant's actions were taken with malice, wantonness, or oppression, and directly and substantially injured Zachary by causing him to suffer injuries, unneeded expenses, and great psychological distress. Accordingly, Zachary is entitled to damages in the amount of three times amount at which actual damages are assessed under I.C. § 55-2017.

COUNT SIX

Defendant violated the Idaho Manufactured Home Residency Act §§ 55-2006(1) and 55-2020 in not giving Zachary proper notice of the new Lease.

79. Zachary realleges and herein incorporates by reference the allegations set forth in Paragraphs 1 through 78 above.

80. The IMHRA is very specific about service of notices and leases. Zach was "served" by Defendant with the new unsigned lease by leaving it in a flimsy plastic bag and hanging from his front doorknob. This is not proper service.

81. Idaho Code § 55-2006(1) states that a landlord may increase the rent after the expiration of the lease term, with ninety (90) days' notice. Said notice "shall be sent by first class mail, certified mail or personal delivery."

82. Idaho Code § 55-2020 further states that any notice given in excess of three (3) days may be served by delivering a copy to the resident personally or by sending a copy certified mail, return receipt requested.

83. Not only was no notice given to Zachary about the increase in rent, but the lease was also not sent to him by first class mail, certified mail, or by personal delivery. Hanging the lease on his doorknob, without any separate notice indicating there would be an increase in the rent, and then sending the property manager to pressure him to sign it does not constitute proper service.

84. Despite the IMHRA, Zachary has never been served with Defendant's lease.

85. Defendant's actions were taken with malice, wantonness, or oppression, and directly and substantially injured Zachary by causing him to suffer injuries, unneeded expenses, and great psychological distress. Accordingly, Zachary is entitled to damages in the amount of three times amount at which actual damages are assessed under I.C. § 55-2017.

COUNT SEVEN

Defendant violated the Idaho Manufactured Home Residency Act, § 55-2006(2) by executing a lease without proper notice to Zachary with a higher lot rental amount than other tenants in the mobile home park that are renting lots in the same tier as his.

86. Zachary realleges and herein incorporates by reference the allegations set forth in Paragraphs 1 through 85 above.

87. The Defendant and its agents have violated the Idaho Manufactured Home Residency Act, § 55-2006(2).

88. Hurst gave Zachary a proposed new lease, which was unsigned by them, sometime in January 2023, with no notice or indication of when they expected it to go into effect.

89. This new lease proposed increasing his monthly lot rent to \$525.00 per month and additional utilities.

90. Feeling threatened by agents of Hurst, Zachary signed the lease. At the time he signed the lease, he believed that all other tenants would also be signing the proposed lease, and everyone's lot rent would go up to \$525.00.

91. On or around March 1, 2023, Zachary learned that many other tenants had not signed the proposed lease and continued to pay lot rent in amounts ranging from \$335.00 to \$375.00.

92. After learning this, Zachary spoke to Property Manager Dean about the rent disparity. He was told he had signed the lease and needed to continue paying the inflated amount.

93. The increased rent amount did not go into effect for Zachary until May 2023. The charges for utilities were not implemented until August 2023. Zachary learned of the timing of these increased rental amounts through a monthly statement given to him by Hurst.

94. On or around June 6, 2023, IFHC sent an education letter to Hurst. In this letter, it addressed Hurst's leases charging different lot rental amounts for the same tier lots and pointed out the lease's illegal provisions. The letter asked Hurst to provide a list of their lots, and which tier each lot was assigned to so IFHC could evaluate the situation. Hurst has provided no such list to IFHC to date.

95. Though Hurst was put on notice in a letter from IFHC on April 20, 2023, that IMHRA controlled their mobile home parks, Hurst did not change its behavior regarding charging different rental amounts for different lots within their parks.

96. When confronted by Zachary about the disparity in lot rent within his lot tier, Defendants did not do anything to equalize the rents.

97. But for the actions and omissions of the Defendant(s), Zachary incurred injuries, unneeded expenses, and most importantly, great psychological distress.

98. Defendant's actions were taken with malice, wantonness, or oppression, and directly and substantially injured Zachary by causing him to suffer injuries, unneeded expenses, and great psychological distress. Accordingly, Zachary is entitled to damages in the amount of three times amount at which actual damages are assessed under I.C. § 55-2017.

COUNT EIGHT

Defendant violated the Idaho Manufactured Home Residency Act, § 55-2006(3) by not giving Zachary statutorily required notice of the proposed new lease.

99. Zachary realleges and herein incorporates by reference the allegations set forth in Paragraphs 1 through 98 above.

100. The Defendant and its agents have violated the Idaho Manufactured Home Residency Act, § 55-2006(3).

101. As stated in Count Three, Hurst gave Zachary a proposed new lease, which was unsigned by them, and contained blank terms sometime in January 2023, with no indication of when they expected it to go into effect.

102. In February 2023, Zachary was pressured by Munck, an agent of Hurst, to sign the lease or risk being evicted. Under duress, Zachary signed the lease.

103. Idaho Code § 55-2006(3) states in part, “A landlord shall give written notice of such change to each affected homeowner at least ninety (90) days prior to any amendment to the rental agreement. [...]”

104. No independent dated notice was given to Zachary when he was given the unsigned lease stating that his lot rent would be going up at least ninety (90) days after this notice, on a date certain.

105. The time between his receiving the unsigned lease in January 2023 and his being compelled to sign it in February 2023 was not at least ninety (90) days.

106. But for the actions and omissions of the Defendant(s), Zachary incurred injuries, unneeded expenses, and most importantly, great psychological distress.

107. Defendant's actions were taken with malice, wantonness, or oppression, and directly and substantially injured Zachary by causing him to suffer injuries, unneeded expenses, and great psychological distress. Accordingly, Zachary is entitled to damages in the amount of three times amount at which actual damages are assessed under I.C. § 55-2017.

COUNT NINE
Defendant violated the Idaho Manufactured Home Residency Act, § 55-2007(1)(d)

108. Zachary realleges and herein incorporates by reference the allegations set forth in Paragraphs 1 through 107 above.

109. The Defendant and its agents have violated the Idaho Manufactured Home Residency Act, § 55-2007(1)(d).

110. Idaho Code § 55-2007(1)(d) requires that the owner of the park be listed in any manufactured home lease. This information is not listed in the lease that was given to Zachary to sign.

111. But for the actions and omissions of the Defendant(s), Zachary incurred injuries, unneeded expenses, and most importantly, great psychological distress.

112. Defendant's actions were taken with malice, wantonness, or oppression, and directly and substantially injured Zachary by causing him to

suffer injuries, unneeded expenses, and great psychological distress.

Accordingly, Zachary is entitled to damages in the amount of three times amount at which actual damages are assessed under I.C. § 55-2017.

COUNT TEN

Defendant violated the Idaho Manufactured Home Residency Act, § 55-2007(2)(a) and the Fair Housing Act (FHA).

113. Zachary realleges and herein incorporates by reference the allegations set forth in Paragraphs 1 through 112 above.

114. Idaho Code § 55-2007(2)(a) prevents a manufactured home lease to include clauses that require a tenant to waive or forgo their rights under law.

115. The lease that was given to Zachary to sign contained a clause in Paragraph 17 that required him to sell his manufactured home to Hurst when he sells it if they want it. This interferes with his right to contract. Nothing in the IMHRA allows a park owner to have the right of first refusal on the sale of a home in their park.

116. These same clauses restrict who may be a tenant in the park, which also violates the Fair Housing Act, as persons with disabilities or families with children, or any other protected class, may not be given an equal opportunity to purchase housing for themselves. This violates Section 804 of the FHA.

117. On or around April 20, 2023, IFHC sent an education letter to Hurst, pointing out these illegal clauses in their lease, and invited Hurst to work with IFHC to correct the many deficiencies in the lease. Hurst responded by email to IFHC on June 8, 2023, refuting the information in the letters sent, and refusing to engage on several issues without knowing who IFHC was representing. IFHC's clients did not want to be revealed for fear of retaliation by Hurst.

118. Paragraph 12 of the lease, Paragraph 14 of the community rules, and the Pet Agreement fail to recognize that a service animal is not a "pet," but rather is necessary medical equipment used by a disabled person to help treat their disability. Limiting the number of cats, or the size and breed of a dog, and not allowing any farm or livestock animals violates the Fair Housing Act in that it discriminates against disabled persons and limits the visitors that a tenant may have.

119. But for the actions and omissions of the Defendant(s), Zachary incurred injuries, unneeded expenses, and most importantly, great psychological distress.

120. Defendant's actions were taken with malice, wantonness, or oppression, and directly and substantially injured Zachary by causing him to suffer injuries, unneeded expenses, and great psychological distress. Accordingly, Zachary is entitled to damages in the amount of three times amount at which actual damages are assessed under I.C. § 55-2017.

COUNT ELEVEN

Defendant violated the Idaho Manufactured Home Residency Act, § 55-2007(2)(b)

121. Zachary realleges and herein incorporates by reference the allegations set forth in Paragraphs 1 through 120 above.

122. Per Idaho Code § 55-2007(2)(b) the “Last Month's Rent” fee provision is essentially a veiled exit fee. This was included in Hurst’s new lease at Paragraph 17.

123. But for the actions and omissions of the Defendant(s), Zachary incurred injuries, unneeded expenses, and most importantly, great psychological distress.

124. Defendant’s actions were taken with malice, wantonness, or oppression, and directly and substantially injured Zachary by causing him to suffer injuries, unneeded expenses, and great psychological distress. Accordingly, Zachary is entitled to damages in the amount of three times amount at which actual damages are assessed under I.C. § 55-2017.

COUNT TWELVE

Defendant violated the Idaho Manufactured Home Residency Act, § 55-2007(2)(c)

125. Zachary realleges and herein incorporates by reference the allegations set forth in Paragraphs 1 through 124 above.

126. Idaho Code § 55-2007(2)(c) prevents any lease from containing any provision “which unreasonably restricts access to the community by invitees of the resident.”

127. Paragraph 12 of the lease, Paragraph 14 of the community rules, and the Pet Agreement fail to recognize that a service animal is not a “pet,” but rather is necessary medical equipment used by a disabled person to help treat their disability. Limiting the number of cats, or the size and breed of a dog, and not allowing any farm or livestock animals violates the Fair Housing Act in that it discriminates against disabled persons and limits the visitors that a tenant may have.

128. These same clauses restrict who may be a tenant in the park, which also violates the Fair Housing Act.

129. On or around April 20, 2023, IFHC sent an education letter to Hurst, pointing out these illegal clauses in their lease, and invited Hurst to work with IFHC to correct the many deficiencies in the lease. Hurst responded by email to IFHC on June 8, 2023, refuting the information in the letters sent, and refusing to engage on several issues without knowing who IFHC was representing. IFHC’s clients did not want to be revealed for fear of retaliation by Hurst.

130. But for the actions and omissions of the Defendant(s), Zachary incurred injuries, unneeded expenses, and most importantly, great psychological distress.

131. Defendant's actions were taken with malice, wantonness, or oppression, and directly and substantially injured Zachary by causing him to suffer injuries, unneeded expenses, and great psychological distress. Accordingly, Zachary is entitled to damages in the amount of three times amount at which actual damages are assessed under I.C. § 55-2017.

COUNT THIRTEEN

Defendant violated the Idaho Manufactured Home Residency Act § 55-2007(2)(c) by including clauses that are overly broad and contain restrictive rules regarding families with children.

132. Zachary realleges and herein incorporates by reference the allegations set forth in Paragraphs 1 through 131 above.

133. Defendants have violated the Fair Housing Act by including clauses in the Abiel Community Rules and Regulations that are overly broad and contain restrictive rules regarding children and families with children.

134. Defendants also violated I.C. § 55-2007(2)(c), which prevents any clause in a lease that unreasonably restricts access to the community by invitees of the resident.

135. Abiel Community LLC Rules and Regulations ("Rules"), Paragraph 11 GUESTS, states in part, "Guest children shall play only on the resident's space and shall not disturb other residents." The restriction on children to not move from a tenant's space and not violate the vague condition of "disturb[ing]" other guests make children virtual prisoners on one lot, and shows discrimination against persons, or persons in close proximity with, due

to familial status. Adults are not required to remain in a tenant's lot. This is a violation of the IMHRA.

136. Paragraph 13 of the Rules, states in part, "...Trampolines, swimming pools over 20 gal., and play structures are NOT allowed in the community." Trampolines and play structures are specifically for children. Not allowing them in the park shows an antagonism to families with children. Such discrimination is a violation of the IMHRA.

137. Paragraph 20 of the Rules reiterates Paragraph 13, and states, "Tenants are not allowed to have Trampolines, Swimming Pools no larger than 20 gallons and Children's play structures on their lots at any time." As stated above, this discrimination against persons with children violates the IMHRA which protects the familial status of tenants such as those in Abiel.

138. These discriminatory clauses in the lease makes it impractical for Zachary to have guests with children and to be able to treat them equally and makes it almost out of the question for Zachary to have children of his own and still live in the Abiel Community.

139. But for the actions and omissions of the Defendant(s), Zachary incurred injuries, unneeded expenses, and most importantly, great psychological distress.

140. Defendant's actions were taken with malice, wantonness, or oppression, and directly and substantially injured Zachary by causing him to suffer injuries, unneeded expenses, and great psychological distress.

Accordingly, Zachary is entitled to damages in the amount of three times amount at which actual damages are assessed under I.C. § 55-2017.

COUNT FOURTEEN

Defendant violated the Idaho Manufactured Home Residency Act § 55-2007(2)(c) by including clauses in the Lease and in the Community Rules and Regulations that restrict visitors that Zachary may have.

141. Zachary realleges and herein incorporates by reference the allegations set forth in Paragraphs 1 through 140 above.

142. Paragraph 12 of the Lease states in part, "... Tenant agrees to have no animals of any kind on or at the premises without approved Pet Agreement/Addendum to this Agreement. Guest shall not bring any pets, other than 'Service or Assistance Animals' into the Community."

143. The Pet Agreement does not mention any type of service animals being allowed by tenants. Further, it limits the number of pets to two, and any dogs must be forty (40) pounds maximum. Perhaps this is fitting, as a service animal IS NOT a pet, but rather it is a necessary medical device to assist disabled persons.

144. Paragraph 14 of the Rules expands on what is stated in the Lease: No pets are allowed without permission of the landlord; only two are allowed; dogs must be forty (40) pounds or less; cats must be always indoor or on a leash; and tenants agree to pay a \$65.00 fee for a violation. Once again, a service animal is not a pet; nonetheless, this paragraph also does not mention or seemingly allow a service animal that is required by a disabled person.

145. But for the actions and omissions of the Defendant(s), Zachary incurred injuries, unneeded expenses, and most importantly, great psychological distress.

146. Defendant's actions were taken with malice, wantonness, or oppression, and directly and substantially injured Zachary by causing him to suffer injuries, unneeded expenses, and great psychological distress. Accordingly, Zachary is entitled to damages in the amount of three times amount at which actual damages are assessed under I.C. § 55-2017.

COUNT FIFTEEN

Defendant violated the Idaho Manufactured Home Residency Act §§ 55-2007 & 2010 by giving tenants less than the required statutory number of days' notice if the park is sold or it stops functioning as a rental operation.

147. Zachary realleges and herein incorporates by reference the allegations set forth in Paragraphs 1 through 146 above.

148. Idaho Code § 55-2010(1)(d) states that if a park is taken by eminent domain, or the park ceases to function as a rental operation, notice of not less than one hundred eighty (180) days shall be given to all affected tenants in writing.

149. Idaho Code § 55-2007(2) further states that an executed rental agreement cannot contain provisions whereby the resident agrees to waive or forgo rights or remedies under the IMHRA.

150. However, Paragraph 24 of the Lease states that if the park is condemned or taken by eminent domain, all rental agreements will cease and

be terminated as of the date of possession of the park. This clause forces Zachary to accept less than the notice that he is lawfully required to receive and violates his right to due process under the IMHRA.

151. Defendant's actions were taken with malice, wantonness, or oppression, and directly and substantially injured Zachary by causing him to suffer injuries, unneeded expenses, and great psychological distress. Accordingly, Zachary is entitled to damages in the amount of three times amount at which actual damages are assessed under I.C. § 55-2017.

COUNT SIXTEEN

Defendant violated the Idaho Manufactured Home Residency Act § 55-2013 by requiring tenants to pay last month's rent in advance and making it non-refundable.

152. Zachary realleges and herein incorporates by reference the allegations set forth in Paragraphs 1 through 151 above.

153. Idaho Code § 55-2013(1) states that “[a]ny payment, deposit, fee or other charge which is required by the landlord ... and is collected as prepaid rent or sum to compensate for any resident default is a deposit ...”

154. Paragraph 6 of the Lease states that the tenant must pay a “Last Month's Rent” and that it is non-refundable.

155. Zachary paid a deposit of \$315.00 when he moved into the Abiel Community, which should have rolled over to Defendant. He also paid \$315.00 as Last Month's Rent, which should also have rolled over to Defendant. It appears that if Zachary should ever leave Abiel, he will not recover the \$630.00

in deposits that Defendant has on account for him.

156. This is a clear violation of the IMHRA.

157. Defendant's actions were taken with malice, wantonness, or oppression, and directly and substantially injured Zachary by causing him to suffer injuries, unneeded expenses, and great psychological distress.

Accordingly, Zachary is entitled to damages in the amount of three times amount at which actual damages are assessed under I.C. § 55-2017.

COUNT SEVENTEEN

Defendant violated the Idaho Manufactured Home Residency Act § 55-2015 by retaliating against tenants for forming co-op, exercising their fair housing rights, by cutting trees without discussing with tenants, and doing it in violation of park quiet hours.

158. Zachary realleges and herein incorporates by reference the allegations set forth in Paragraphs 1 through 157 above.

159. IMHRA § 55-2013 states that it is prohibited for a landlord to retaliate against a tenant organizing, becoming a member, or serving as an official in a community resident association. It further states that it is prohibited for a landlord to discriminate against a tenant for retaining "counsel or an agent to represent his interests."

160. IFHC sent an education letter to Hurst & Son, LLC on or around April 20, 2023. It stated that IFHC had reviewed the proposed leases, as well as the manner of notice by which they were given. The letter stated that there were Idaho state and federal legal concerns about many of the lease clauses, which IFHC then detailed. It would be clear to Defendant that some, if not

many, of the tenants in their parks had consulted with counsel about the leases they were given to sign. Zachary was one of those tenants.

161. On or before April 3, 2023, tenants from five (5) parks owned by Defendant – Abiel Community, LLC; Appaloosa Community, LLC; Fairview Community, LLC; Palouse Hills Community, LLC; and Woodland Heights Community, LLC – began to work together to form a Co-Operative (“Co-Op”) with the goal of working together as one team when dealing with Defendant, as well as to ultimately purchase the parks that they were living in. Lastly, they created a Facebook page for tenants to access that gave them information about the Co-Op and its activities.

162. Property Manager Dean lives in Abiel Community, LLC, and makes the rounds to all parks daily. It is inconceivable that he would not have known about the formation of the Co-Op and the reason for it.

163. After receiving the education letter from IFHC and learning of the creation of a Co-Op, Defendant began to cut down trees in every one of their parks. While they gave twenty-four (24) to forty-eight (48) hours’ notice to the tenants, they did not engage them in person about what they were doing, nor, apparently, did they consider what the removal of the trees would mean to the tenants. After the fact the justifications by the Defendant were that only damaged or rotted trees were removed. This is not correct.

164. Zachary had one (1) tree severely trimmed. He was not told when this would occur, and just happened to be at home when the tree crew arrived.

He had to bring a mattress out of his home to cover the decorations in his yard so that they would not be damaged. This cost him approximately \$100.00. The tree trimmed was not damaged or rotted, but it was cut so severely that it provides no shade for his lot anymore.

165. IFHC sent another education letter to Defendant on or around June 6, 2023. It addressed the removal of the trees that the tenants used as “money saving shade” as well as giving the parks “a serene mature park-like look to the community that residents relied upon when choosing the park.” The letter also pointed out to Defendant that while the park has quiet hours between 9:00 p.m. and 10:00 a.m., the tree crews were starting as early as 7:30 a.m.

166. The letter stated clearly that retaliating against tenants for exercising their fair housing rights are prohibited, and based upon the timing of the tree removal, and the early morning hours when it was beginning, appeared to be direct retaliation against the tenants. IFHC asked Defendants to cease and desist this action.

167. Defendant’s response was “no.” Defendant claimed that it was only removing trees deemed a liability and that all tenants were given notice of the removal, including the starting time of this work. Again, this claim is false. The notice that Zachary received does not state a time when the tree cutting would start, and as previously stated, the tree trimmed in his yard was

not damaged, and its drastic cutting has left his lot with very little, if any, shade for the hot summer months.

168. Months after this trimming occurred, a tenant in Woodland Heights had a rotten tree fall on her truck during a windstorm. Defendant had trimmed the healthy trees on her lot as they had on Zachary's lot, but then left a rotten one that did damage to a vehicle that she still has not been compensated for. Defendant's claims that they were not retaliating, but merely cutting trees for safety seems to be less than truthful.

169. Zachary believes that Defendant discriminated against him and other tenants, in violation of the IMHRA.

170. Defendant's actions were taken with malice, wantonness, or oppression, and directly and substantially injured Zachary by causing him to suffer injuries, unneeded expenses, and great psychological distress. Accordingly, Zachary is entitled to damages in the amount of three times amount at which actual damages are assessed under I.C. § 55-2017.

COUNT EIGHTEEN

Defendant violated the Idaho Manufactured Home Residency Act, §§ 55-2015(2)-(4) by retaliating against him.

171. Zachary realleges and herein incorporates by reference the allegations set forth in Paragraphs 1 through 170 above.

172. When Zachary asked manager Munck questions about the new rent and terms, and indicated he might not sign it, he was pressured by Munck

to sign it, or he would be evicted. After he signed the lease, Hurst did not immediately provide a copy, though Zachary requested one more than once.

173. As the lease was not properly served on Zachary, the threat to evict him by Munck was a threat of wrongful eviction in retaliation for exercising his fair housing rights to not sign onto an improperly noticed lease.

- a. RETALIATORY CONDUCT BY LANDLORD PROHIBITED. The landlord shall not terminate a tenancy, refuse to renew a tenancy, increase rent or decrease services he normally supplies, or threaten to bring an action for repossession of a lot as retaliation against the resident because the resident has:
 - (2) Complained to the landlord concerning the maintenance or condition of the community, rent charged or rules.
 - i. (3) Organized, become a member of or served as an official in a community resident association, or similar organization, at a local, regional, state or national level.
 - ii. (4) Retained counsel or an agent to represent his interests.

174. But for the actions and omissions of the Defendant(s), Zachary incurred injuries, unneeded expenses, and most importantly, great psychological distress.

175. Defendant's actions were taken with malice, wantonness, or oppression, and directly and substantially injured Zachary by causing him to suffer injuries, unneeded expenses, and great psychological distress.

Accordingly, Zachary is entitled to damages in the amount of three times amount at which actual damages are assessed under I.C. § 55-2017.

COUNT NINETEEN

Defendant violated the Idaho Consumer Protection Act, § 48-603(5) by indicating that rent for his lot was comparable to other tenants in the same tier.

176. Zachary realleges and herein incorporates by reference the allegations set forth in Paragraphs 1 through 175 above.

177. Idaho Code § 48-603(7) states: 48-603. UNFAIR METHODS AND PRACTICES. The following unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared to be unlawful, where a person knows, or in the exercise of due care should know, that he has in the past, or is: (5) "Representing that goods or services have... characteristics ... that they do not have"

178. When Defendant purchased the Abiel Mobile Home Park, Zachary was paying \$375.00/month, including utilities, for his lot rent.

179. On or around January 2023, he was given a new lease to sign, which increased lot rent to \$525.00 per month, plus utilities. Under pressure from Parker Munck, an agent of Defendant, who indicated that rates for all lots were increased, Zachary signed this new lease.

180. Defendants have since admitted that other tenants are paying a variety of rental amounts for same tier lots.

181. Defendants produced unsigned leases to many, if not all current tenants, with blank spaces in them. The leases were also unsigned by Defendant.

182. Defendants should have known that no lease unsigned by Defendants becomes automatically actionable in ninety (90) days.

183. By the time Zachary began paying the increased amount of rent, Defendants knew that there were lower rental amounts being paid in the park and should have known that their leases were not actionable.

184. Defendants appeared to know the unsigned leases were not actionable because they did not file to enforce the unsigned lease rental amounts.

185. Defendants accepted the increased rental amount from Zachary and continue to do so.

186. Approximately two to three months later, Zachary learned that not every Abiel tenant had signed the new lease and was therefore paying less in lot rent than he was.

187. When he discussed the manifest unfairness of this situation with Munck, the response was essentially, "You signed the lease. You pay more."

188. It is unlawful for Hurst to charge Zachary a higher lot amount if his lot was of the same "standard, quality, or grade" as the other lots in the park or to omit that his unit rent and any other were being paid at different rates and to continue.

189. Defendant's actions were taken with malice, wantonness, or oppression, and directly and substantially injured Zachary by causing him to suffer injuries, unneeded expenses, and great psychological distress.

Accordingly, Zachary is entitled to damages under I.C. § 48-608.

COUNT TWENTY

Defendant violated the Idaho Consumer Protection Act, § 48-603(12) by giving Zachary a lease to sign that contained blank spaces in it that were to be filled in after he signed it.

190. Zachary realleges and herein incorporates by reference the allegations set forth in Paragraphs 1 through 189 above.

191. Idaho Code § 48-603(12) states: 48-603. UNFAIR METHODS AND PRACTICES. The following unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared to be unlawful, where a person knows, or in the exercise of due care should know, that he has in the past, or is: (12) Obtaining the signature of the buyer to a contract when it contains blank spaces to be filled in after it has been signed; ...

192. Zachary was given a lease that was not signed by Hurst. He was required to sign it first and return it to Munck. This allowed Hurst and their agents to make any changes to that lease that they may have wanted to, thereby forcing Zachary to comply with terms that he did not agree to, nor knew about.

193. Additionally, Paragraph 2: Term and Renewal of the lease was also not completed. This paragraph allowed Zachary to choose whether he wanted a month-to-month lease or a year-long lease without informing Zachary of his right to a year-long lease in violation of Idaho Code § 55-2005(3).

194. Defendant's actions were taken with malice, wantonness, or oppression, and directly and substantially injured Zachary by causing him to suffer injuries, unneeded expenses, and great psychological distress. Accordingly, Zachary is entitled to damages under I.C. § 48-608.

COUNT TWENTY-ONE

Defendant violated the Idaho Consumer Protection Act, § 48-603(13) by failing to provide an executed lease agreement to tenant, with a signed copy given to the tenant after it was executed.

195. Zachary realleges and herein incorporates by reference the allegations set forth in Paragraphs 1 through 194 above.

196. Idaho Code § 48-603(13) states: 48-603. UNFAIR METHODS AND PRACTICES. The following unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared to be unlawful, where a person knows, or in the exercise of due care should know, that he has in the past, or is: (13) Failing to deliver to the consumer at the time of the consumer's signature a legible copy of the contract or of any other document that the seller or lender has required or requested the buyer to sign, and that he has signed, during or after the contract negotiation; ...

197. Hurst gave Zachary a proposed new lease, which was unsigned by them, sometime in January 2023, with no notice or indication of when they expected it to go into effect.

198. Zachary signed the proposed new lease on February 28, 2023, and returned it to Munck. At that time, he asked Munck to give him a copy of the signed lease. Munck did not sign the lease until March 9, 2023, and he never gave Zachary a hard copy in violation of Idaho Code § 48-603(13).

199. Zachary had to ask about four times before he finally received the lease from Munck via email.

200. This delay in executing Zachary's lease and not giving him a copy on the day he signed it is a facial violation of Idaho Code § 48-603(13).

201. Such conduct by Munck and Hurst is willful and intentional and exhibits reckless or callous indifference for the rights of Zachary.

202. But for the actions and omissions of the Defendant(s), Zachary incurred injuries, unneeded expenses, and most importantly, great psychological distress.

203. Defendant's actions were taken with malice, wantonness, or oppression, and directly and substantially injured Zachary by causing him to suffer injuries, unneeded expenses, and great psychological distress.

Accordingly, Zachary is entitled to damages under I.C. § 48-608.

COUNT TWENTY-TWO

**Defendant violated the Idaho Consumer Protection Act, § 48-603(17)
by engaging in acts and practices that are misleading, false, or
deceptive to Zachary.**

204. Zachary realleges and herein incorporates by reference the allegations set forth in Paragraphs 1 through 203 above.

205. Idaho Code § 48-603(17) states: 48-603. UNFAIR METHODS AND PRACTICES. The following unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared to be unlawful, where a person knows, or in the exercise of due care should know, that he has in the past, or is: (17) Engaging in any act or practice that is otherwise misleading, false, or deceptive to the consumer; ...

206. When Defendant purchased the Abiel Mobile Home Park, Zachary was paying \$375.00 per month, including utilities, for his lot rent.

207. On or around January 2023, he was given a new lease to sign, which increased to \$525.00 per month, plus utilities. Under pressure from Munck, an agent of Defendant, Zachary signed this new lease.

208. Approximately two to three months later, Zachary learned that not every Abiel tenant had signed the new lease and was therefore paying less in lot rent than he was.

209. When he discussed the manifest unfairness of this situation with Munck, the response was essentially, “You signed the lease. You pay more.”

210. It is unlawful for Hurst to charge Zachary a higher lot amount if his lot was of the same “standard, quality, or grade” as the other lots in the park.

211. Defendant’s actions were taken with malice, wantonness, or oppression, and directly and substantially injured Zachary by causing him to

suffer injuries, unneeded expenses, and great psychological distress.

Accordingly, Zachary is entitled to damages under I.C. § 48-608.

COUNT TWENTY-THREE

Defendant violated the Idaho Consumer Protection Act, § 48-603C by engaging in unconscionable methods, acts, and practices in dealing with Zachary signing a new lease.

212. Zachary realleges and herein incorporates by reference the allegations set forth in Paragraphs 1 through 211 above.

213. The elements of Idaho Code § 48-603C are:

a. (2) In determining whether a method, act or practice is unconscionable, the following circumstances shall be taken into consideration by the court: (a) Whether the alleged violator knowingly or with reason to know, took advantage of a consumer reasonably unable to protect his interest because of physical infirmity, ignorance, illiteracy, inability to understand the language of the agreement or similar factor; (b) Whether, at the time the consumer transaction was entered into, the alleged violator knew or had reason to know that the price grossly exceeded the price at which similar goods or services were readily available in similar transactions by similar persons, although price alone is insufficient to prove an unconscionable method, act or practice; (c) Whether the alleged violator knowingly or with reason to know, induced the consumer to enter into a transaction that was excessively one sided in favor of the alleged violator; (d) Whether the sales conduct or pattern of sales conduct would outrage or offend the public conscience, as determined by the court.

214. When Hurst induced Zachary to sign the new lease, they had reason to know that he was a person with a disability because he informed them, specifically Jimmy Brown, that he would have difficulty understanding the complexities of the new lease.

215. At the time of the lease execution, Hurst knew that their increased rent plus utilities was above the going market rate for mobile home

park lot rental cost. They also knew that they did not have universal adoption of their lease, and therefore, Zachary was unknowingly agreeing to pay more for his lot than his similarly situated neighbors.

216. As stated above, at the time of the lease execution, Hurst knew that their increased rent plus utilities was above the going market rate for mobile home park lot rental cost, making it excessively one-sided in favor of Hurst.

217. The conduct of Hurst in dealing with Zachary and other tenants of Abiel does outrage and offend the public conscience in that these actions will likely result in low-income Idahoans losing the homes that they purchased to a large powerful corporation from Washington State, and result in homelessness.

218. But for the actions and omissions of the Defendant(s), Zachary incurred injuries, unneeded expenses, and most importantly, great psychological distress.

219. Defendant's actions were taken with malice, wantonness, or oppression, and directly and substantially injured Zachary by causing him to suffer injuries, unneeded expenses, and great psychological distress. Accordingly, Zachary is entitled to damages under I.C. § 48-608.

COUNT TWENTY-FOUR

Defendant violated the Idaho Consumer Protection Act § 48-603C(d) by including \$65.00 charges for notices that they may serve.

220. Zachary realleges and herein incorporates by reference the allegations set forth in Paragraphs 1 through 219 above.

221. The Idaho Consumer Protection Act in Code § 48-603C(d)(1) states that “Any unconscionable method, act or practice in the conduct of any trade or commerce violates the provisions of this chapter whether it occurs before, during, or after the conduct of the trade or commerce.”

222. Paragraph 4 of the Lease states that if a tenant receives a “Three-Day Notice to Pay or Vacate,” that tenant will be charged an additional \$65.00 for said notice.

223. Paragraph 4 of the Lease also states that tenants will incur a \$65.00 fee for late rent payments.

224. Paragraph 10 of the Lease states that tenants will be charged a \$65.00 fee for a lease or rule violation that requires them to issue a 20-Day Notice to Comply.

225. These charges are unconscionable. Defendant did not serve tenants properly, including Zach, began trying to enforce unsigned leases that were not in effect, and began to deliver Three-Day Notices to tenants monthly. Defendant knew that there had been no agreement between them and a great number of tenants but refused to discuss lease issues with them. To then charge those tenants who came to Defendant in good faith to talk about the lease is simply unscrupulous. Defendant seeks to profit from the confusion and chaos that they created.

226. Defendant's actions were taken with malice, wantonness, or oppression, and directly and substantially injured Zachary by causing him to suffer injuries, unneeded expenses, and great psychological distress. Accordingly, Zachary is entitled to damages under I.C. § 48-608.

COUNT TWENTY-FIVE

Defendant violated the Fair Housing Act Sec. 818 by retaliating against tenants for forming co-op, exercising their fair housing rights, by cutting trees without discussing with tenants, and doing it in violation of park quiet hours.

227. Zachary realleges and herein incorporates by reference the allegations set forth in Paragraphs 1 through 226 above.

228. The federal FHA Section 818 (42 U.S.C. § 3617) makes it “unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 803, 804, 805, or 806 of this title.”

229. IFHC sent an education letter to Hurst & Son, LLC on or around April 20, 2023. It stated that IFHC had reviewed the proposed leases, as well as the manner of notice by which they were given. The letter stated that there were Idaho state and federal legal concerns about many of the lease clauses, which IFHC then detailed. It would be clear to Defendant that some, if not many, of the tenants in their parks had consulted with counsel about the leases they were given to sign. Zachary was one of those tenants.

230. On or before April 3, 2023, tenants from five (5) parks owned by Defendant – Abiel Community, LLC; Appaloosa Community, LLC; Fairview Community, LLC; Palouse Hills Community, LLC; and Woodland Heights Community, LLC – began to work together to form a Co-Operative (“Co-Op”) with the goal of working together as one team when dealing with Defendant, as well as to ultimately purchase the parks that they were living in. Lastly, they created a Facebook page for tenants to access that gave them information about the Co-Op and its activities.

231. Property Manager Dean lives in Abiel Community, LLC, and makes the rounds to all parks daily. It is inconceivable that he would not have known about the formation of the Co-Op and the reason for it.

232. After receiving the education letter from IFHC and learning of the creation of a Co-Op, Defendant began to cut down trees in every one of their parks. While they gave twenty-four (24) to forty-eight (48) hours’ notice to the tenants, they did not engage them in person about what they were doing, nor, apparently, did they consider what the removal of the trees would mean to the tenants. After the fact the justifications by the Defendant were that only damaged or rotted trees were removed. This is not correct.

233. Zachary had one (1) tree severely trimmed. He was not told when this would occur, and just happened to be at home when the tree crew arrived. He had to bring a mattress out of his home to cover the decorations in his yard so that they would not be damaged. This cost him approximately \$100.00. The

tree trimmed was not damaged or rotted, but it was cut so severely that it provides no shade for his lot anymore.

234. IFHC sent another education letter to Defendant on or around June 6, 2023. It addressed the removal of the trees that the tenants used as “money saving shade” as well as giving the parks “a serene mature park-like look to the community that residents relied upon when choosing the park.” The letter also pointed out to Defendant that while the park has quiet hours between 9:00 p.m. and 10:00 a.m., the tree crews were starting as early as 7:30 a.m.

235. The letter stated clearly that retaliating against tenants for exercising their fair housing rights are prohibited, and based upon the timing of the tree removal, and the early morning hours when it was beginning, appeared to be direct retaliation against the tenants. IFHC asked Defendants to cease and desist this action.

236. Defendant’s response was “no.” Defendant claimed that it was only removing trees deemed a liability and that all tenants were given notice of the removal, including the starting time of this work. Again, this claim is false. The notice that Zachary received does not state a time when the tree cutting would start, and as previously stated, the tree trimmed in his yard was not damaged, and its drastic cutting has left his lot with very little, if any, shade for the hot summer months.

237. Months after this trimming occurred, a tenant in Woodland Heights had a rotten tree fall on her truck during a windstorm. Defendant had trimmed the healthy trees on her lot as they had on Zachary's lot, but then left a rotten one that did damage to a vehicle that she still has not been compensated for. Defendant's claims that they were not retaliating, but merely cutting trees for safety seems to be less than truthful.

238. Zachary believes that Defendant discriminated against him and other tenants, in violation of the federal FHA.

239. Defendant's actions were taken with malice, wantonness, or oppression, and directly and substantially injured Zachary by causing him to suffer injuries, unneeded expenses, and great psychological distress. Accordingly, Zachary is entitled to damages under the FHA.

COUNT TWENTY-SIX

Defendant violated the Fair Housing Act by including clauses that are overly broad and contain restrictive rules regarding families with children.

240. Zachary realleges and herein incorporates by reference the allegations set forth in Paragraphs 1 through 239 above.

241. Defendants have violated the Fair Housing Act by including clauses in the Abiel Community Rules and Regulations that are overly broad and contain restrictive rules regarding children and families with children.

242. Abiel Community LLC Rules and Regulations ("Rules"), Paragraph 11 GUESTS, states in part, "Guest children shall play only on the

resident's space and shall not disturb other residents." The restriction on children to not move from a tenant's space and not violate the vague condition of "disturb[ing]" other guests make children virtual prisoners on one lot, and shows discrimination against persons, or persons in close proximity with, due to familial status. Adults are not required to remain in a tenant's lot. This is a violation of the FHA.

243. Paragraph 13 of the Rules, states in part, "...Trampolines, swimming pools over 20 gal., and play structures are NOT allowed in the community." Trampolines and play structures are specifically for children. Not allowing them in the park shows an antagonism to families with children. Such discrimination is a violation of the FHA.

244. Paragraph 20 of the Rules reiterates Paragraph 13, and states, "Tenants are not allowed to have Trampolines, Swimming Pools no larger than 20 gallons and Children's play structures on their lots at any time." As stated above, this discrimination against persons with children violates the FHA which protects the familial status of tenants such as those in Abiel.

245. These discriminatory clauses in the lease makes it impractical for Zachary to have guests with children and to be able to treat them equally and makes it almost out of the question for Zachary to have children of his own and still live in the Abiel Community.

COUNT TWENTY-SEVEN

Defendant violated the Fair Housing Act Sec. 804(f) by including clauses in the Lease and in the Community Rules and Regulations that restrict visitors that Zachary may have.

246. Zachary realleges and herein incorporates by reference the allegations set forth in Paragraphs 1 through 245 above.

247. Paragraph 12 of the Lease states in part, "... Tenant agrees to have no animals of any kind on or at the premises without approved Pet Agreement/Addendum to this Agreement. Guest shall not bring any pets, other than 'Service or Assistance Animals' into the Community."

248. The Pet Agreement does not mention any type of service animals being allowed by tenants. Further, it limits the number of pets to two, and any dogs must be forty (40) pounds maximum. Perhaps this is fitting, as a service animal IS NOT a pet, but rather it is a necessary medical device to assist disabled persons.

249. Paragraph 14 of the Rules expands on what is stated in the Lease: No pets are allowed without permission of the landlord; only two are allowed; dogs must be forty (40) pounds or less; cats must be always indoor or on a leash; and tenants agree to pay a \$65.00 fee for a violation. Once again, a service animal is not a pet; nonetheless, this paragraph also does not mention or seemingly allow a service animal that is required by a disabled person.

250. Section 804(f)(3) of the Fair Housing Act states that it is unlawful "[t]o discriminate in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a handicap of (A) that

renter, (B) a person residing in or intending to reside in that dwelling after it is so sold, rented, or made available; or (C) any person associated with that buyer or renter.” Section 804(f)(3)(B) further states that discrimination includes “a refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodation may be necessary to afford such person equal opportunity to use and enjoy a dwelling; ...”

251. Defendant’s Lease and Rules and Regulations do not allow for Zachary to have an assistance animal, even should his physician determine that it is necessary for him to cope with his disability. In fact, Defendant has a fundamental misunderstanding about service animals in that they consider them to be pets. This refusal to allow an accommodation for a service animal is a clear violation of the Fair Housing Act.

COUNT TWENTY-EIGHT

Defendant violated Zachary’s right to contract by including a clause in Paragraph 17 of the lease, giving Hurst the right of first refusal on purchasing his mobile home, should he want to sell it.

252. Zachary realleges and herein incorporates by reference the allegations set forth in Paragraphs 1 through 251 above.

253. Paragraph 17 of the lease that Zachary was pressured to sign begins, “**Owners First Right to Refusal:** Landlord shall have the right to match any accepted offers for purchase and sale of homes within the community, and Tenant’s home may be sold only in accordance with the provisions of Idaho State Laws and Regulations.”

254. This clause clearly hampers Zachary's right to enter into a sale contract with any person of his choosing in which to sell his mobile home.

255. Idaho Code § 29-101 states that "All persons are capable of contracting, except minors, persons of unsound mind, and persons deprived of civil rights." As Zachary is none of the above, he is legally allowed to contract with anyone else who meets these requirements for the sale of his trailer should he wish to do so. Requiring him to sell to Defendant impedes that right.

256. Zachary has been trying to sell his trailer, and is being hampered by road blocks put up by Defendant. He had a buyer, whose application his realtor submitted to Dean on March 19, 2024. It took him until April 1, 2024 to respond, which is longer than the statutorily allowed five (5) working days to respond as found in I.C. § 55-2009(4). The buyer was not approved because she was on a fixed disability income, and Dean told the realtor that rents would continue to go up in 2024, so she did not income qualify. He did not put this in writing as required.

257. The realtor also attempted to help this same potential tenant qualify for tenancy at another Hurst park. Using the same application, submitted on March 19, 2024, Dean has still not responded to the application as of April 22, 2024.

COUNT TWENTY-NINE

The Lease Zachary signed is vague in many of its terms, as well as being excessive in parts, likely making it unenforceable.

258. Zachary realleges and herein incorporates by reference the

allegations set forth in Paragraphs 1 through 257 above.

259. Paragraph 28 of the Lease states, “In the even Tenant fails to participate in mediation as required, Landlord shall be entitled to recover from Tenant all fees and costs incurred in the mediation process.” However, there is never a mention as to what would necessitate mediation between Landlord and Tenant.

260. Rule and Regulation Paragraph 1 details “Site Requirements.” Paragraph 1A states that the tenant agrees to maintain the Lot according to “park standards as determined by the Owner.” Paragraph 1C requires the tenant to get owner approval of their landscaping, but then allows the landlord/owner to charge the tenant \$2,000.00 if their landscaping isn’t as they would like it. Yet there is no mention of what standards the Owner will use or require of the tenant.

261. Rule and Regulation 3 states that utilities may be disconnected temporarily “from time to time,” and the tenant will not offset in the “financial obligations” of the tenant to pay for those utilities while they are not on. Nowhere in the Rules does it define “temporarily,” which is a considerable problem as Zachary and other tenants have experienced many days without water since Defendant purchased the park.

262. Rule and Regulation 6 requires tenants to “continuously maintain the exterior of the Mobile/manufactured home to a high standard presenting an eye-pleasing appearance at all times.” Colors of homes are to be “ascetically

pleasing,” and the home may not become “unsightly as solely determined by owner/agent.”

263. All these terms are vague and subjective, and not defined anywhere. Coupled with the numerous \$65.00 charges Defendant may levy on tenants such as Zachary for not complying with the Lease and/or Rules and Regulations, this appears to be a way to charge the tenants without them having a chance to know what they are supposed to do in advance to comply.

CLAIM FOR PUNITIVE DAMAGES

264. Zachary realleges and herein incorporates by reference the allegations set forth in Paragraphs 1 through 263 above.

265. The Defendants actions directly and substantially injured Zachary by causing him to suffer a loss of money or property, real or personal, as well as mental, psychological and physical injuries, as a result of his lease with them. Accordingly, Zachary is entitled to compensatory damages under the Consumer Protection Act, Idaho Code § 48-608.

266. The Defendants actions directly and substantially injured Zachary by causing him to suffer a loss of money or property, real or personal, as well as mental, psychological and physical injuries, as a result of his lease with them. Accordingly, Zachary is entitled to penalties under the Idaho Manufactured Home Residency Act, Idaho Code § 55-2017.

267. The Defendants actions directly and substantially injured Zachary by causing him to suffer a loss of money or property, real or personal, as well as mental, psychological and physical injuries, as a result of his lease with them. Accordingly, Zachary is entitled to penalties under the federal Fair Housing Act, 42 U.S.C. 3613(c).

ATTORNEYS' FEES

268. Zachary seeks attorney's fees incurred in pursuing this action pursuant to Idaho Code §§ 12-120, 12-121, 55-2018, and 48-608, Rule 54 of the Federal Rules of Civil Procedure, Paragraph 29 of the lease Zachary signed, and all other applicable law.

DEMAND FOR JURY TRIAL

269. Zachary demands a trial by jury on all issues so triable pursuant to Federal Rule of Civil Procedure 38(b).

DEMAND FOR RELIEF

270. Wherefore Plaintiff H Zachary Rishling demands that the Court enter judgment against Defendant as follows:

- a. Declaring that Defendant's actions violate the Idaho Manufactured Home Residency Act, Idaho Code § 55-2001, et seq.;

Declaring that Defendant's actions violate the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*;

b. Declaring that Defendant's actions violate the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*;

c. Declaring Defendant's actions violate the Idaho Consumer Protection Act, Idaho Code § 48-600, *et seq.*;

d. Enjoining Defendant to make all necessary modifications to their, policies, practices, and procedures to comply with the Fair Housing Act, the Idaho Manufactured Home Residency Act, and the Idaho Consumer Protection Act;

e. Enjoining Defendant to undergo training on the requirements of the Fair Housing Act;

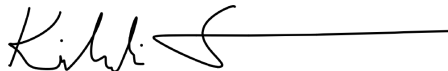
f. Enjoining all unlawful practices alleged in this complaint and imposing affirmative injunctive relief requiring Defendant, its partners, agents, employees, assignees, and all persons acting in concert with or participating with them, to take affirmative action to provide equal housing opportunities to all persons regardless of their disability or familial status;

g. Awarding actual and punitive damages to Zachary in amounts to be proven at trial;

h. Awarding reasonable attorneys' fees and costs to Zachary, pursuant Idaho Code §§ 12-120, 12-121, 55-2018, and 48-608; and

i. Awarding such other relief as the Court deems just and necessary.

Dated this 26th day of April, 2024.



KIMBERLI A. STRETCH
Attorney for Plaintiff

/s/

MONICA R. FABBI
Attorney for Plaintiff

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury pursuant to the law of the State of Idaho, Idaho Code § 9-1406, that the foregoing is true and correct.

04 / 25 / 2024

Dated: _____

A handwritten signature in black ink, appearing to be 'H. ZACHARY RISHLING', written over a horizontal line.

H. ZACHARY RISHLING
Plaintiff