

IN THE CHANCERY COURT OF HAMILTON COUNTY, TENNESSEE  
FOR THE ELEVENTH JUDICIAL DISTRICT AT CHATTANOOGA

STATE OF TENNESSEE, *ex rel.* )  
JONATHAN SKRMETTI, Attorney )  
General and Reporter, )

Plaintiff, )

v. )

Case No. 20-0374  
Part 2

AUBURNMOST PROPERTY, LLC, a )  
Michigan limited liability company, d/b/a )  
AUBURN HILLS MOBILE HOME PARK, )  
AUBURN MOBILE HOME PARK, )  
AUBURN MHP, and AUBURN HILLS )  
MHP, and AUBURNMOST HOMES, LLC, )  
a Michigan limited liability company, ROLO )  
Management, LLC, a Michigan limited )  
liability company, )

and )

STEVEN HOWARD WEST, KIMBERLY )  
GAIL WEST, LOGAN JACOBSON MOST, )  
a/k/a LOGAN JACOBSON WEISS, a/k/a )  
LOGAN WEISS, and RONALD KEITH )  
WEISS, all individually, and all d/b/a )  
AUBURNMOST PROPERTY, LLC, )  
and AUBURNMOST HOMES, LLC, and )  
ROLO Management, LLC, )

Defendants. )

AGREED FINAL JUDGMENT

1. Plaintiff, the State of Tennessee, by and through Jonathan Skrmetti, Attorney General and Reporter (the "State"), and Defendants Auburnmost Property, LLC d/b/a Auburn Hills Mobile Home Park, Auburn Mobile Home Park, Auburn MHP, and Auburn Hills MHP, Auburnmost Homes, LLC, ROLO Management, LLC, Logan Jacobson Mackensen a/k/a Logan

23 JUL 27 PM 1:30

FILED  
HAMILTON CO CLERK & MASTER

*TR*

Weiss (initially named in the complaint as Logan Jacobson Most a/k/a Logan Weiss), and Ronald Keith Weiss, all individually and d/b/a Auburnmost Property LLC d/b/a Auburn Hills Mobile Home Park, Auburn Mobile Home Park, Auburn MHP, and Auburn Hills MHP, Auburnmost Homes, LLC, and ROLO Management LLC, (the "Auburnmost Defendants") and Steven Howard West and Kimberly Gail West (together with the Auburnmost Defendants collectively "Defendants") consent, subject to this Court's approval, to the entry of this Agreed Final Judgment ("Judgment") which imposes monetary obligations as well as injunctive obligations on the Defendants.

2. This is a final judgment for which execution may issue.

3. In order to resolve this matter in its entirety, Defendants agree to waive any argument or defense they may have under the notice provisions set forth in Tenn. Code Ann. § 47-18-108(a)(2) and further agree to waive any defect in connection with service of process. Defendants also agree to waive any argument or defense they may have under the notification and certification requirements set forth in Tenn. Code Ann. § 47-18-108(a)(3) and § 47-18-5002(2).

4. As evidenced by the signatures of counsel below, Defendants consent to the entry of this Judgment to resolve all claims and issues set forth in the State's First Amended Civil Law Enforcement Complaint in their entirety.

5. Aside from a proceeding related to compliance with this Judgment, Defendants waive any right to add, alter, amend, petition for certiorari, or move to reargue or rehear in connection with any proceeding related to this Judgment.

6. In the event this Court should not approve this Judgment, it shall be of no force and effect.

## DEFINITIONS

7. As used in this Judgment, the following words or terms shall have the following meanings:

- A. “Advertise” and its variants mean any written, oral, graphic, or electronic statement, illustration, or depiction that is designed to create interest in purchasing of, impart information about the attributes of, publicize the availability of, or affect the use or sale of, goods, services, or other offerings.
- B. “Consumer” and “person” shall be defined in accordance with the definitions of those terms set forth in the Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. 47-18-103(6), (18).
- C. “Defendants” means Auburnmost Property, LLC d/b/a Auburn Hills Mobile Home Park, Auburn Mobile Home Park, Auburn MHP, and Auburn Hills MHP, Auburnmost Homes, LLC, ROLO Management, LLC, Logan Jacobson Mackensen a/k/a Logan Weiss (initially named in the complaint as Logan Jacobson Most a/k/a Logan Weiss), and Ronald Keith Weiss, all individually and d/b/a Auburnmost Property LLC d/b/a Auburn Hills Mobile Home Park, Auburn Mobile Home Park, Auburn MHP, and Auburn Hills MHP, Auburnmost Homes, LLC, and ROLO Management LLC, and Steven Howard West and Kimberly Gail West, and all of their general partners, parent corporation(s), affiliates, subdivisions, future or past purchasers, merged parties, inheritors or other successors in interest, officers, directors, owners, employees, sales staff, parents, subsidiaries, assigns, agents, and representatives acting on their behalf.

## JURISDICTION AND VENUE

8. The parties admit that this Court has jurisdiction over the subject matter and over the Defendants for the purpose of entering into and enforcing this Judgment. This Court retains jurisdiction for the purpose of enabling the Parties to apply for such further orders and directions that may be necessary or appropriate for the construction, modification, or execution of, or compliance with, this Judgment.

9. Pursuant to Tenn. Code Ann. § 47-18-108(a)(3), venue as to all matters between the Parties relating to this Judgment shall be in the Chancery Court of Hamilton County, Tennessee.

## **REPRESENTATIONS AND WARRANTIES**

10. Defendants represent and warrant the following:
  - A. The signatories to this Judgment have the authority to act for and bind their respective clients, the Defendants.
  - B. Defendants are the proper parties to this Judgment.
  - C. Defendants Auburnmost Property, LLC, Auburnmost Homes, LLC, and ROLO Management, LLC are each in good standing with the Michigan Secretary of State as Michigan limited liability companies.
  - D. Defendants have done business and engaged in trade or commerce in Tennessee or with Tennessee consumers from at least 2015 to the present.

11. Defendants acknowledge that they understand that the State and this Court expressly rely on all representations and warranties in this Judgment and that if any is false, deceptive, misleading, incomplete, or inaccurate, the State may move to vacate or set aside this Judgment in whole or in part and move to hold Defendants in contempt.

## **PERMANENT INJUNCTION**

12. Pursuant to Tenn. Code Ann. § 47-18-108(a)(5), as of the date of entry of this Judgment, Defendants shall be enjoined, restrained, and bound from directly or indirectly engaging in the practices set forth herein and, further, permanently required to directly or indirectly satisfy the affirmative requirements set forth herein:

13. IT IS ORDERED that Defendants, in connection with the operation of a manufactured home park located at 9001 Bill Reed Road, Ooltewah, Tennessee 37368 ("Auburn Hills"), are hereby permanently restrained and enjoined from making, or assisting in the making of, expressly or by implication, any false or misleading statement or representation of material

fact in violation of the Tennessee Consumer Protection Act, Tenn. Code Ann. §§ 47-18-101, et seq. (“TCPA”), including but not limited to:

- A. Advertising, offering, and/or providing lease or other financing arrangements in violation of relevant federal law;
- B. Representing to consumers that Defendants must approve the sale of manufactured homes owned free and clear by the consumer when such is not the case;
- C. Representing to consumers that rental (or other) payments can only be made by cash or money order if such is not the case;
- D. Representing to consumers that monthly rental payments were not received when such is not the case;
- E. Representing to consumers that temporary housing would be provided after a natural disaster when such is not the case;
- F. Representing to consumers that Defendants have special connections to law enforcement personnel when such is not the case and/or claiming a special relationship with law enforcement to coerce compliance from residents;
- G. Representing to consumers that property tax payments would be applied to property tax obligations when such is not the case;
- H. Representing that consumers owe additional amounts under lease agreements when such is not the case;
- I. Illegally withholding donated emergency, medical, and food supplies after a natural disaster;

- J. Refusing to allow consumers to sell personal property wholly owned by such consumers without Defendants' express consent;
- K. Providing English-only versions of legal documents to consumers that speak little to no English and not providing the consumer a reasonable opportunity to review the lease with an interpreter;
- L. Using eviction notices and other legal process as routine correspondence to coerce payments in excess of what is required in relevant contracts;
- M. Failing to repair mechanical, structural, or other problems affecting the health or safety of occupied manufactured homes, particularly as it relates to sewage or septic systems, in common areas or under Defendants' control;
- N. Using threats, including threats to refer consumers to the federal immigration authorities, to coerce compliance from residents and to extract payments not provided for under relevant contracts; and
- O. Withholding legal documents that consumers are entitled to receive, including leases and vehicle titles.

#### **WASTEWATER SYSTEM PROVISIONS**

14. IT IS FURTHER ORDERED that Defendants shall use their best efforts to complete all outstanding work needed to resolve all septic and sewer issues at the Auburn Hills property, including connection to the municipal/county sewer infrastructure, and make all Court-ordered improvements by December 31, 2024.

15. Defendant Ronald Weiss shall continue to maintain the \$1 million fund used to finance all septic and sewer work at the Auburn Hills property until completion.

16. In the interim, Defendants shall take all steps necessary to ensure that there are no unsanitary sewage conditions (a) in common areas or under Defendants' control at the Auburn Hills property, or (b) that result from incomplete resolution of the septic and sewer work referenced in Paragraph 14, supra.

17. Defendants shall provide the Attorney General a written progress report regarding the status of ongoing work related to the Auburn Hills septic and sewer system beginning 30 days from entry of this Judgment, and continue to provide progress reports through counsel every sixty (60) days from that point forward until final completion of the work.

#### **MONETARY PAYMENTS**

18. IT IS FURTHER ORDERED that Defendant Ronald Weiss shall pay to the State the sum of \$750,000.00. From this payment, \$410,000 shall be for consumer restitution and the costs of administration, \$188,000 shall be paid as a statutory penalty, and the balance of \$152,000 shall be paid to the Attorney General to be used for any lawful purpose including reimbursement of attorneys' fees and costs, the costs of administration of restitution, consumer protection enforcement or consumer education, or for any other use permitted by state law at the sole discretion of the Attorney General. Defendant Ronald Weiss shall make this payment within thirty (30) days of the entry of this Judgment.

19. IT IS FURTHER ORDERED that Defendant Ronald Weiss shall pay the sum of \$650,000.00 to Harris Shelton Hanover Walsh, PLLC for the expenses, costs, fees, and services of the Receiver Amber G. Shaw and Receiver/Special Master Laura S. Martin and their counsel in satisfaction of all fee requests, outstanding or otherwise. Defendant Ronald Weiss shall pay half of the Receiver/Special Master's fees within thirty (30) days of the entry of this Judgment, and the other half within ninety (90) days of entry of this Judgment.

## OTHER GENERAL PROVISIONS

20. By execution of this Judgment and following a full and complete payment to the State as set forth in Paragraphs 18 and 19 above, the State releases and forever discharges to the fullest extent of the law, the Defendants, as defined above, from all civil claims, causes of action, damages, restitution, fines, costs, and penalties that the Tennessee Attorney General could have asserted against the Defendants, as defined above, under the Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-101 *et seq.*, Regulation M, 12 C.F.R. 1013, the Consumer Leasing Act 15 U.S.C. §§ 1667-1667f, and the Tennessee Residential Landlord Tenant Act, Tenn. Code Ann. §§ 66-28-101, *et seq.* resulting from the conduct alleged in the State's First Amended Civil Law Enforcement Complaint up to and including the effective date that is the subject of this Judgment.

21. Acceptance and entry of this Judgment is not an approval of any of Defendants' advertising or business practices.

22. Nothing in this Judgment shall be construed to limit the authority of the State to protect the interests of the State or its citizens, or to enforce any laws, regulations, or rules against Defendants.

23. Defendants expressly waive any rights, remedies, appeals, or other interests related to a jury trial or any related or derivative rights under the Tennessee or United States Constitutions or other laws as to this Judgment.

24. Defendants waive and relinquish any arguments, rights, or defenses arising from the fact that this Judgment includes an injunction without any findings of fact or conclusions of law.



25. If any provision of this Judgment should be held unenforceable, the Judgment shall be construed as if such provision did not exist.

26. Nothing in this Judgment shall impair or limit the private right of action that any consumer, person, or entity may have against any Defendant, except to the extent any claimant asserting claims against the Defendants in a private right of action has received compensation for the same claims from the State's restitution fund, Defendants shall be able to assert all appropriate Defenses. During the process of providing restitution to consumers, persons or entities from the payment referenced in Paragraph 18, *supra*, the State shall provide the Defendants with a list of all amounts paid to consumers, person or entities by the State's restitution fund upon request by Defendants.

27. Nothing in this Judgment waives or affects any claims of sovereign immunity by the State.

28. Defendants will not participate in any activity to form a separate entity or utilize the services of any third person for the purpose of engaging in acts or practices prohibited by this Judgment or for any other purpose that would circumvent this Judgment.

29. This Judgment may be executed in counterparts that, together, will constitute one whole document.

30. Within 30 days of this Judgment's entry, Defendants shall provide a copy of this Judgment to each of their officers, directors, owners, employees, and applicable agents. Once provided, Defendants shall, within 45 days of this Judgment's entry, provide a certification under oath to the State that affirms compliance with this paragraph.

31. Any notices required or allowed in this Judgment, other than the notices required in the preceding paragraph, shall be sent by a nationally recognized courier service, return receipt

requested, to the following addresses:

A. For the State: Deputy Attorney General  
Consumer Protection Division  
Tennessee Attorney General's Office  
P.O. Box 20207  
Nashville, TN 37202-0207

B. For the AuburnMost Defendants:

James C. Bradshaw III  
Wyatt, Tarrant & Combs LLP  
333 Commerce Street, Suite 1050  
Nashville, TN 37201

C. For Steven and Kimberly West:

Franklin H. Chancey  
121 Broad Street, S.W.  
Cleveland, TN 37311

D. For the Special Master:

Scott M. Shaw  
835 Georgia Avenue, Suite 800  
Chattanooga, TN 37402

32. All court costs associated with this action and Judgment shall be borne by Defendants, and no costs shall be taxed to the State pursuant to Tenn. Code Ann. § 47-18-116. All Defendants shall bear their own attorney's fees and costs other than as otherwise set forth in this Judgment.

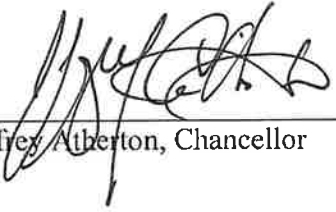
33. The Attorneys for the State of Tennessee and the Defendants agree that neither this Judgment, nor the Defendants' compliance with this Judgment, shall constitute an admission

of any fault, wrongdoing, or liability on the part of the Defendants. In fact, the Defendants expressly deny all fault and liability.

34. The receivership previously established in this action is hereby terminated and the Receiver/Special Master appointed by the Court in this action is hereby discharged.

35. This Judgment sets forth the entire agreement between the parties.

IT IS SO ORDERED this 27<sup>th</sup> day of July 2023.

  
\_\_\_\_\_  
The Hon. Jeffrey Atherton, Chancellor

AUBURNMOST PROPERTY, LLC

By:

*[Signature]*  
RONALD WEISS  
(Printed Name)

Date

7/18/23

GEN PARTNER  
(Title) Member

AUBURNMOST HOMES, LLC

By:

*[Signature]*  
RONALD WEISS  
(Printed Name)

Date

7/18/23

GEN PARTNER  
(Title) Member

ROLO MANAGEMENT, LLC

By:

*[Signature]*  
RONALD WEISS  
(Printed Name)

Date

7/18/23

Member  
(Title)

*[Signature]*  
LOGAN MACKENSEN

Date

7.17.23

*[Signature]*  
RONALD KEITH WEISS

Date

7/18/23

Steven Howard West  
STEVEN HOWARD WEST


Date 7-19-23


Kimberly Gail West  
KIMBERLY GAIL WEST

Date 7-19-23

**JOINTLY APPROVED AND SUBMITTED FOR ENTRY:**

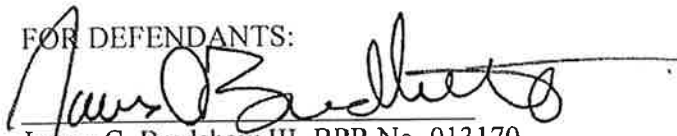
**FOR THE STATE OF TENNESSEE:**

  
**JONATHAN SKARMETTI**  
Attorney General and Reporter  
BPR No. 031551

  
**OLHA N.M. RYBAKOFF, BPR No. 24254**  
Senior Assistant Attorney General  
**KELLEY L. GROOVER, BPR No. 34738**  
Senior Assistant Attorney General  
**MATTHEW D. JANSSEN, BPR No. 035451**  
Senior Assistant Attorney General  
**KRISTINE M. KNOWLES, BPR No. 040010**  
Assistant Attorney General  
Office of the Tennessee Attorney General  
Consumer Protection Division  
P.O. Box 20207  
Nashville, Tennessee 37202-0207  
T: (615) 521-0565  
F: (615) 532-2910  
Email: [olha.rybakoff@ag.tn.gov](mailto:olha.rybakoff@ag.tn.gov)  
[kelly.groover@ag.tn.gov](mailto:kelly.groover@ag.tn.gov)  
[matthew.janssen@ag.tn.gov](mailto:matthew.janssen@ag.tn.gov)  
[kristine.knowles@ag.tn.gov](mailto:kristine.knowles@ag.tn.gov)

*Attorneys for Plaintiff, State of Tennessee*

FOR DEFENDANTS:



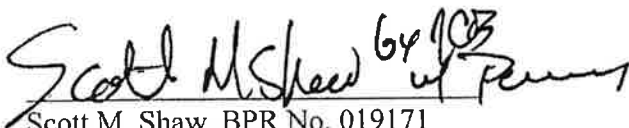
James C. Bradshaw III, BPR No. 013170  
WYATT, TARRANT & COMBS LLP  
335 Commerce Street, Suite 1050  
Nashville, TN 37201  
Phone: (615) 244-0020  
jbradshaw@wyattfirm.com

*Attorneys for Defendants Ronald Weiss, AuburnMost Property, LLC,  
AuburnMost Homes, LLC, and ROLO Management, LLC*

 by *RCB*  
*w/penn*

Franklin H. Chancey, BPR No. 013187  
121 Broad Street, S.W.  
Cleveland, TN 37311  
Facsimile: 423-472-4240  
franklin@cklplaw.com

*Attorneys for Defendants Steven West  
and Kimberly West*

 by *RCB*  
*w/penn*

Scott M. Shaw, BPR No. 019171  
835 Georgia Avenue, Suite 800  
Chattanooga, TN 37402  
Telephone: 423-648-7890  
Facsimile: 423-648-7897  
Email: sshaw@ehhlaw.com

*Attorneys for Receiver / Special Master*

101178471.3

On this 27<sup>th</sup> day of July,  
2023, I certify that a copy of this order was  
mailed to the parties or their counsel.

ROBIN L. MILLER, CLERK & MASTER

By: RM YN DC&M