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IN THE SUPREME COURT OF THE STATE OF DELAWARE

BLUE BEACH BUNGALOWS, DE LLC.,	)	
Appellant Below, Appellant/Cross-Appellee,	)	No. 14, 2025
v.	)	Court Below: Superior Court of the State of Delaware C.A. No. S24A-04-001
THE DELAWARE DEPARTMENT OF JUSTICE CONSUMER PROTECTION UNIT,	)	
Appellee Below, Appellee/Cross-Appellant	)	

APPELLEE/CROSS APPELLANT'S REPLY BRIEF ON CROSS-APPEAL

Delaware Department of Justice

Brian Canfield (#7027)
Deputy Attorney General
Owen Lefkon (#5672)
Director, Fraud and Consumer Protection Division
Ian Liston (#5507)
Director of Impact Litigation
Marion Quirk (#4136)
Director of Consumer Protection
Michael Clarke (#6347)
Deputy Attorney General

Delaware Department of Justice
Consumer Protection Unit
820 N. French Street, 5th Floor
Wilmington, Delaware 19801
(302) 683-8809
Brian.canfield@delaware.gov

Attorneys for the Delaware Department of Justice Consumer Protection Unit, Appellee Below, Appellee/Cross-Appellant

TABLE OF CONTENTS

TABLE OFAUTHORITIES

CASES

STATUTES

OTHER AUTHORITIES

RULES

INTRODUCTION

After hearing nearly, a week's worth of testimony about the various misrepresentations that Blue Beach Bungalows, LLC DE ("Blue Beach") deluged residents of Pine Haven with, the Hearing Officer found numerous violations of Delaware's Consumer Fraud Act (the "CFA"). 6 *Del. C.* § 2513; A604-A614. The Superior Court erroneously overturned several of these violations, mistakenly finding that the Hearing Officer's findings were not supported by substantial evidence and contained legal error. Opinion 12-35.[1] Blue Beach's attempts to justify the Superior Court's decision are unavailing.

First, the June 30 and July 18 letters that Blue Beach sent to Pine Haven residents violated the CFA, both for the reasons found by the Hearing Officer and for alternative reasons. At the time it sent out these threatening letters to force vulnerable residents from their homes, Blue Beach did not even own the property. A816, A830, A917. Despite Blue Beach's attempt to distort Delaware case law and raise a new issue on appeal, their purported status as equitable owners did not give them the right to send these letters. Additionally, the Court can apply the well-established "right for any reason" doctrine, as no new fact findings are required to find that the June 30 and July 18 letters violated the CFA. In the June

[1] The Delaware Department of Justice's Consumer Protection Unit (the "CPU") cites to the Superior Court's December 4, 2024, Revised Decision as "Opinion".

30 letter, Blue Beach puzzlingly threatened residents with penalties under 25 *Del. C.* § 5101, *et seq*. (the "Landlord-Tenant Code"), despite that law not applying to the residents. A830. After realizing its blatant misstatement of Delaware law, Blue Beach's next step was not to apologize to residents for lying to them or to take back the communication, but rather, to send a new letter on July 18 to residents who had been living there, in some cases for years, telling them they lived at a seasonal community and threatening to call the police on them if they did not leave. A816. This also violated the CFA because at the time, many residents were living there year-round and because it was unreasonable to threaten that the police would remove residents from their homes absent a court order. A672, BR1-3.

Second, the Hearing Officer found that by failing to inform residents that they were being unlawfully overcharged for rent, Blue Beach violated the CFA 126 times. A613-614. The Superior Court ignored the evidence that the Hearing Officer relied on to make this finding, as substantial evidence in the record reasonably allowed the Hearing Officer to determine that Blue Beach failed to inform residents about the unlawful rent they were paying. B51-55, A693, A701.

Blue Beach also claims the CFA applies only to affirmative conduct despite the statute's unambiguous use of the word "omission." BBRB at 46.[2]

Finally, Blue Beach argues that the February 23 Notice of Revocation of Guest Licenses letter (the "Dear RV Residents" letter) did not violate the CFA. BBRB at 47-51. But the Hearing Officer's ruling that the letter violated the CFA was correct, as many people were living at Pine Haven year-round, so to tell them that it is not a year-round facility was false. A672, BR1-3. Additionally, the Hearing Officer's finding can be affirmed on alternative grounds, because the letter once again falsely threatened to call the police. A905.

[2] CPU cites to Blue Beach's Reply Brief/Answering Brief on Cross-Appeal as "BBRB".

ARGUMENT

I. The Hearing Officer correctly found that the June 30 and July 18 letters violated the CFA.

A. Blue Beach waived their equitable ownership defense.

In its opening brief before this Court, CPU argued that Blue Beach had waived its equitable ownership defense regarding the June 30 and July 18 letters by declining to raise it before the Hearing Officer. CPU AB at 46.[3] Blue Beach argues that it did not have notice that CPU was charging a CFA violation on the grounds that Blue Beach did not own the park when the letters were sent. BBRB at 33-34. But this issue was indeed litigated below. As detailed in CPU's Answering Brief, the complaint stated that Dale Cohee owned Pine Haven until September 15, 2022 (months after these letters were sent) and that Blue Beach violated the CFA by making false promises and threats to residents. A016 (¶¶ 17, 21), CPU AB at 49. CPU also raised the issue in its first brief at the administrative level. A244 ("That is why Blue Beach Bungalows surreptitiously drafted the June 30, 2022, 60-Day Termination letter and July 18, 2022, Notice of Revocation of Guest License letter and directed the Cohees to deliver them to the residents. They did so even before they had taken ownership of the community.") Further, CPU raised the issue during the administrative hearing. A759.

[3] CPU cites to its Answering Brief/Opening Brief on Cross-Appeal as "CPU AB".

But Blue Beach did more than fail to raise the equitable ownership defense below. In fact, at the administrative level, Blue Beach affirmatively denied any ownership, instead passing blame for these letters to Dale Cohee. For example, in its June 2, 2023, brief, Blue Beach stated:

> The June 30, 2022, and July 18, 2022, letters may or may not have been sent by Dale Cohee. Blue Beach did not have control over Mr. Cohee; however, Blue Beach did discuss as part of its due diligence, the idea of having the RVs leave at the end of the operating season . . . . Mr. Cohee's decision to attempt to non-renew his mobile RV residents prior to the closing date of the deal with Blue Beach was his decision and likely in an attempt to settle some of the buyer's concerns.

A259. Not until the administrative hearing months later did Blue Beach admit that it played a significant role in sending the letters, and not until its appeal in the Superior Court did Blue Beach raise its equitable ownership defense. A758-759, A791-792, A1083-1084.

B. Blue Beach's purported status as equitable owner of Pine Haven did not make their actions lawful.

Even if timely raised, Blue Beach's purported equitable ownership of Pine Haven did not allow them to revoke guest licenses or begin the eviction process. As detailed in CPU's Answering Brief, this Court's decision in *Burris v. Wilmington Tr. Co.* stands for the proposition that equitable title is insufficient to remove somebody from their home. 301 A.2d 277, 279 (Del. 1972). While Blue Beach criticizes CPU for relying on one Delaware Supreme Court case, it too relies on just one case, and a far less analogous Delaware Superior Court case, at that.

BBRB at 34; *Protect Our Indian River v. Sussex Cnty. Bd. of Adjustment*, 2015 WL 4498971, at *10 (Del. Super. July 2, 2015), *aff'd*, 133 A.3d 981 (Del. 2016). In *Protect Our Indian River*, the Superior Court addressed the narrow question of whether an equitable owner could qualify as "any property owner" under the Sussex County Code for the limited purpose of applying to the Sussex County Board of Adjustment for an exception. *Id.* *Protect Our Indian River* thus concerned administrative standing in a zoning context, not the right required to terminate a lease or license. Compare that to *Burris,* which speaks directly to whether equitable ownership is sufficient to exclude somebody from property. On one hand, there is a Supreme Court case directly on point as to this case; on the other, there is a Superior Court case focused on a completely different issue. This Court should apply its holding in *Burris* and find that any equitable title held by Blue Beach was insufficient to terminate lease agreements or revoke guest licenses.

C. The Hearing Officer's findings regarding the June 30 and July 18 letters were based on violations adequately pleaded by CPU.

Blue Beach argues that the Hearing Officer found violations of the CFA for reasons not pleaded by CPU, arguing that there is a heightened pleading standard that CPU did not meet. BBRB at 35-37. However, no such heightened pleading standard exists. 29 *Del. C.* § 2523(a) states that administrative charges "shall provide notice as to the nature of the violation and state the remedies that are

sought." This is analogous to the Delaware Superior Court's requirement that a pleading contain "(1) a short and plain statement of the claim showing that the pleader is entitled to relief and (2) a demand for judgment for the relief to which the party deems itself entitled." Del. Super. Ct. Civ. R. 8(a). Both prongs (notice and relief) are analogous. Section 2523(a)'s requirement that administrative charges "provide notice as to the nature of the violation" is akin to the Superior Court's requirement for a short and plain statement showing entitlement to relief, while Section 2523(a)'s requirement to "state the remedies that are sought" is akin to the Superior Court's requirement for a demand for relief.

Further, the applicable regulation restates the notice pleading requirement and requires the complaint to "specify in reasonable detail the conduct alleged to constitute the violation and the statutory provision, rule or regulation the respondent is alleged to be violating or to have violated." *See* 6 *Del. Admin. C.* § 103-13.1. Blue Beach argues for an interpretation of the regulation that would be inconsistent with the statute it was promulgated pursuant to, without citing any authority that would support such an interpretation. As discussed in CPU's Answering Brief, CPU met this liberal pleading standard with respect to the June 30 and July 18 letters. CPU AB at 49-50.

D. The Hearing Officer's findings can be affirmed for reasons other than those articulated by the Hearing Officer.

In its Answering Brief, CPU argues that this Court could affirm the Hearing Officer's decisions on grounds other than those relied on by the Hearing Officer, citing to several cases that all expressed that principle. CPU AB at 50-54. Blue Beach's Reply Brief tries to distinguish these cases, primarily because they "involve a higher court reviewing a lower court's decisions, not judicial review of factual findings in administrative proceedings." BBRB at 39-40. But this misses the mark for several reasons. First, the "right for any reason" doctrine has indeed been applied to the review of administrative decisions in Delaware. *See Farley v. Flagship Rest.*, 1995 WL 339066, at *3 (Del. Super. Ct. May 4, 1995) ("…this Court affirms the denial of claimant's application for unemployment benefits on alternative grounds"). Second, Blue Beach points to no principled reason – and no such reason exists – that the "right for any reason" doctrine should apply to the review of lower court decisions but not to the review of administrative tribunal decisions. Third, and perhaps most importantly, Blue Beach invents an argument that CPU did not make by stating CPU argued "that this Court may substitute its own factual findings for those of an administrative officer". BBRB at 40. In its Answering Brief, CPU never asked this Court to make its own factual findings;

instead, it specifically noted that this Court need *not* find new facts in order to affirm the Hearing Officer's decision on independent grounds. CPU AB at 53-56.

To elaborate, 29 *Del. C.* § 2523(d) tasks this Court with affirming the Hearing Officer's order "if the findings in the order are supported by substantial evidence." As confirmed by the subsection that directly precedes 29 *Del. C.* § 2523(d), "findings" refers to the finding of violations of the consumer protection laws. 29 *Del. C.* § 2523(c) ("Upon *finding a violation*, the hearing officer may order any of the administrative remedies authorized in § 2524 of this title below. Upon *finding a violation or a threat of a violation*, the hearing officer may issue or affirm the issuance of a cease-and-desist order authorized by § 2524(a) of this title below.") (emphasis added). *See also Kids & Teens Pediatrics of Dover v. O'Brien*, 241 A.3d 218 (Del. 2020) ("This Court's review of an appeal from the UIAB to the Superior Court is limited to a determination of whether there is substantial evidence in the record to support the UIAB's findings and whether such findings are free from legal error."). Nothing in the statute suggests that the Court has to affirm the findings of violation on the same exact grounds as the Hearing Officer. Instead, the findings of violation merely must be supported by substantial evidence.

To reiterate, no new facts are required to affirm the Hearing Officer's findings on alternative grounds. While in certain instances, applying law to fact

(such as finding that a communication is a misrepresentation under the CFA) may be treated as a question of fact, that is not the case when, like here, the facts are undisputed and established. In those instances, applying law to undisputed facts is a question of law. *Delaware Bd. of Med. Licensure & Discipline v. Grossinger*, 224 A.3d 939, 951 (Del. 2020) ("Our review of issues involving statutory construction and the application of the law to undisputed facts is plenary"); *Stoltz Mgmt. Co. v. Consumer Affs. Bd.*, 616 A.2d 1205, 1208 (Del. 1992) ("[W]here, as here, the issue is one of construction of statutory law and the application of the law to undisputed facts, the court's review is plenary."); *see also Guerrero-Lasprilla v. Barr*, 589 U.S. 221, 228 (2020) (finding the application of law to undisputed or established facts to be a question of law). Since the Court here is simply applying undisputed facts to the relevant law, the Court does not need to find new facts and instead can apply *de novo* review and affirm on alternative grounds already contained in the record. *See Munyan v. Daimler Chrysler Corp.*, 909 A.2d 133, 136 (Del. 2006) ("Questions of law are reviewed de novo").

The facts that underpin these violations, which the Court should rely on for purposes of an alternative grounds affirmance, are undisputed. For example, the June 30 letter constituted deception and misrepresentation in violation of the CFA because Blue Beach threatened RV residents with violations of the Landlord-Tenant Code, despite that code not applying to them. A830. The only facts

needed to support this conclusion are 1) Blue Beach sent or caused to be sent the June 30 letter and 2) the recipients were manufactured homeowners or RV owners renting a plot of land from Blue Beach.[4] The Hearing Officer found this first fact to be true, and it is supported by substantial evidence. A576-577, A606, A669-670, A758-759. Further, this fact is not in dispute.[5] A523. The same is true for the second fact: the Hearing Officer found it to be true and it is supported by substantial evidence. A570-575, A666, A672, A734-735, A748, A832. It is also undisputed and admitted by Blue Beach. BBOB at 4[6]; A1062.

Blue Beach also violated the CFA by sending the July 18 letter which falsely stated that Pine Haven was not a year-round facility and that residents only held a license agreement running from April 15 to October 31. A816. To support this conclusion, the only required facts are that: 1) the July 18 letter was sent or caused to be sent by Blue Beach and 2) residents at the time were living there year-round.

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[4] This second fact is required, as the Landlord-Tenant Code does not apply to "[a] rental agreement for ground upon which improvements were constructed or installed by the tenant and used as a dwelling, where the tenant retains ownership or title thereto, or obtains title to existing improvement on the property" 25 *Del. C.* § 5102(5). As long as the letter threatening residents with penalties under the Landlord Tenant Code was sent to people for whom it does not apply, then it is a misrepresentation.

[5] At the administrative hearing, Blue Beach's witness testified that Blue Beach's counsel wrote the letter, and that Blue Beach had Dale Cohee deliver the letter. A758-759.

[6] CPU cites to Blue Beach's Opening Brief as "BBOB".

The Hearing Officer found that the letter was sent or caused to be sent by Blue Beach and that is supported by substantial evidence. A577, A749, A759, A791-792. It is also not in dispute. A1084. Similarly, the Hearing Officer found that the residents at the time were living there year around, and this is supported by substantial evidence. A571-575, A577, A672. BR1-3. This fact is also not in dispute. A1062. BBOB at 4. Finally, the July 18 letter also violated the CFA for the alternative reason that Blue Beach falsely threatened to call the police on residents if they did not vacate the property. A816. The only fact required for this conclusion is that the letter was indeed sent or caused to be sent by Blue Beach, which as detailed above, was found by the Hearing Officer, is supported by substantial evidence, and is not disputed. A577, A749, A759, A791-792, A1084.

Blue Beach also argues that the Hearing Officer rejected CPU's alternative grounds by saying "I do not find CPU has met its burden of proof as to any other alleged CFA violations." BBRB at 40, A614. Blue Beach then argues because CPU did not cross-appeal this rejection, it cannot now seek affirmance on alternative grounds. BBRB at 40. This argument ignores that the Hearing Officer found that the June 30 and July 18 letters violated the CFA, and thus, CPU had nothing to appeal. *See Winshall v. Viacom Int'l, Inc.*, 76 A.3d 808, 815 n.13 (Del. 2013) (clarifying that an appellee need not cross appeal from a ruling that the appellee ultimately prevailed on). While not stated explicitly, it seems that Blue

Beach is arguing that a single communication can constitute multiple violations of the CFA, and that the Hearing Officer explicitly found that these communications only violated the CFA once, thus rejecting the other ways that the communications could have violated the CFA. BBRB at 40. However, a holistic review of the Hearing Officer's decision demonstrates that the Hearing Officer did not interpret the CFA this way and was not rejecting CPU's alternative grounds. For one, the Hearing Officer explicitly stated that he couldn't award multiple penalties for the same act. A622. Regardless of whether the Hearing Officer was correct, he clearly believed that he was limited to finding one violation per communication per recipient. Next, every time the Hearing Officer found a CFA violation, the Hearing Officer started the sentence with "*This communication* was an "act, use, or employment by [Respondent]…" (emphasis added), illustrating that the Hearing Officer's focus was on the communication as a whole, rather than which aspects of the communication violated the CFA. A606-612.[7]

Additionally, this focus on the communication as a whole is revealed by examining other communications that violate the CFA in several ways. For example, the Three-Year Seasonal Lot Licenses sent in August and September both illegally purported to be a seasonal lot lease and impermissibly raised the rent,

[7] The Hearing Officer did not use this style when finding 126 violations of the CFA for omissions, but that is because, by the nature of omissions, the unlawful conduct were not "communications". A613-614.

each of which were independent grounds to find a CFA violation. A607, A818. Despite this, the Hearing Officer only found one violation per recipient of the communication. A607-618. It is thus evident that the Hearing Officer did not find that CPU failed to meet its burden regarding its alternate grounds, but rather the Hearing Officer did not reach any decision on its alternative grounds, as he believed that a single communication could only violate the CFA once.[8]

Next, Blue Beach argues that if the Court accepts CPU's "right for any reason" argument, it should remand back to the administrative level, citing to *Diamond Fuel Oil v. O'Neal*, 734 A.2d 1060, 1066 (Del. 1999). But in *Diamond Fuel*, this Court remanded the case back to the IAB only because it had reversed the IAB's denial of benefits, and thus, the Board had not yet determined the amount of benefits owed to the claimant. *Id.* Here, the Hearing Officer determined the amount of penalties owed as a result of the June 30 and July 18 letters violating the CFA, so remand is not necessary. And contrary to Blue Beach's assertion and as detailed above, very few facts are required to support CFA violations for the June 30 and July 18 letters. The Court should only remand if it rejects CPU's "right for any reason" argument, so that CPU's alternative arguments can be considered.

[8] It is CPU's position that a single communication can indeed violate the CFA multiple times. However, the Court need not decide that issue, as the relevant focus here is the intent of the Hearing Officer's statement.

Finally, Blue Beach failed to address the merits of CPU's alternative arguments, and thus disclaimed any argument that the June 30 and July 18 letters do not violate the CFA for the reasons argued by CPU. *Emerald Partners v. Berlin*, 726 A.2d 1215, 1224 (Del. 1999) ("Issues not briefed are deemed waived."). CPU explained the alternate grounds upon which the June 30 and July 18 letters violated the CFA in its Answering Brief, and Blue Beach declined to address these arguments. CPU AB at 54-56.

II. The Hearing Officer correctly found that Blue Beach violated the CFA by accepting unlawful rent payments.

Blue Beach contends that CPU did not adequately plead to put it on notice of its omissions regarding the unlawful rent payments. BBRB at 43-45. But as detailed in CPU's Answering Brief, CPU pleaded sufficiently to satisfy the notice pleading standard detailed *supra*. CPU AB at 59-60.

Blue Beach also argues that there was insufficient evidence to conclude that there was an omission for all 126 payments that the Hearing Officer found occurred, citing to *State v. Gardiner*, 2000 WL 1211215, at *1, 3 (Del. Super. July 11, 2000). BBRB at 45-46. This fails for two reasons. For one, *Gardiner* itself states that in an appropriate case, the State does not have to put every witness that has been harmed on the stand, but rather can extrapolate when the claims are uniform. *Gardiner,* 2000 WL 1211215, at *1. Here, the facts are simple and uniform: consumers paid rent in person and were never told that they were being charged illegally high rent. B51-55; A693, A701. The September 15 letter to residents provides additional support that the payments were made in person to a Blue Beach employee, as it states, "At time of payment, you will be required to sign an acknowledgement of payment (receipt) to ensure that you have fulfilled your monthly rent payment obligation." A829. It is thus clear in the record that these payments were made in person to a Blue Beach employee.

Second, in *Gardiner*, the Superior Court was acting as a trial court and making its own findings. *Gardiner,* 2000 WL 1211215, at *1. That is different than this case where the Court is reviewing the Hearing Officer's findings to determine if they are supported by substantial evidence. The Court here cannot substitute its own findings for that of the Hearing Officer, so long as substantial evidence supports his findings that there were CFA violations, as it does here. *Olney v. Cooch*, 425 A.2d 610, 613 (Del. 1981). Surely, the testimony of the residents and the statement in the September 15 letter requiring signatures when paying rent is evidence that "a reasonable mind might accept as adequate to support a conclusion" that consumers were paying their rent in person and that Blue Beach failed to disclose that the amount charged was unlawful. *See Squire v. Bd. of Educ. of Red Clay Consol. Sch. Dist.*, 911 A.2d 804 (Del. 2006) (internal quotation marks omitted).

Additionally, Blue Beach argues that the CFA only addresses a business' affirmative conduct, citing, among other things, the inclusion of "omission" in the CFA. BBRB at 46. This argument fundamentally misinterprets the meaning of the word "omission". An omission occurs not through affirmative conduct, but through the failure to act affirmatively. *See* Black's Law Dictionary (12th ed. 2024) (defining omission as a "failure to do something").

While it is clear that rent payments were made in person to Blue Beach employees, Blue Beach would have violated the CFA even if the payments were not made in person. Blue Beach takes issue with this assertion, arguing that "a violation is found based on the business's conduct, not the consumer's" and citing to *Nieves v. All Star Title, Inc.*, 2010 WL 2977966, at *5 (Del. Super. July 27, 2010). However, when a violation is based on an "omission," as it was here, this arises not from the business's conduct, but rather its lack of action. Even if Blue Beach was not receiving the payments in person, they certainly would become aware of these payments being made when the payments showed up in its bank accounts. By failing to take action upon receiving such notice, Blue Beach's omissions violated the CFA. Relatedly, Blue Beach's citation to *Nieves* is inapposite. In *Nieves,* the Superior Court found that the defendant All Star's conduct did not violate Delaware's CFA because the allegations "relate[d] to All Star's provision of services in Maryland, where All Star is located and where the settlement occurred." 2010 WL 2977966, at *5 (Del. Super. July 27, 2010). Here, Blue Beach's services (providing land and associated services for the residents) are in Delaware, and Blue Beach is a Delaware company.

III. The Hearing Officer correctly found that the February 23 Dear RV Residents letters violated the CFA.

Blue Beach argues that the Hearing Officer's finding that the February 23 Dear RV Residents letter violated the CFA was erroneous, in large part because the recipients were not covered by the Manufactured Homes and Manufactured Home Communities Act, 25 *Del. C.* § 7001 *et seq*. (the "MH Act"). This fails to address CPU's argument. While several RV owners were indeed covered by 25 *Del. C.* § 7003(12)(b) of the MH Act, the Hearing Officer did not make a finding as to these residents.

Even without such a finding, the Dear RV Residents letter still violated the CFA, as Blue Beach's characterization of Pine Haven as a "seasonal" property was a misrepresentation. It is undisputed that, in addition to RVs, Pine Haven contained manufactured homes with year-round leases. So even as to people who were not considered manufactured homeowners under 25 *Del. C.* § 7003(12) (b.), it is a misrepresentation to declare that Pine Haven "is not a year-round facility". A905. This is especially true when, like here, many of the RV residents were also living there year-round. It is one thing to tell residents that going forward they will not have the right to live there year-round. But it is entirely another thing to tell them, contrary to law and fact, that the campground actually was not a year-round facility at that time. Whatever Blue Beach may argue here, the letter clearly only supports the latter. Also, while the CFA does not require the consumer to be

misled or damaged, it is easy to see how such a lie could damage an RV owner. For example, for an RV to be considered a manufactured home with protections under the MH Act, the RV must be "located in a manufactured home community that contains at least 2 manufactured homes…" 25 *Del. C.* § 7003(12) b. (1). The definition of a manufactured home states that it is "designed to be used as a year-round dwelling". 25 *Del. C.* § 7003(12) a. (2). Accordingly, a RV owner who wanted to defend themselves as protected under the MH Act could be dissuaded from doing so upon reading that Pine Haven was not a year-round facility.

Finally, the Hearing Officer's finding that the Dear RV Residents letter violated the CFA can be affirmed on alternative grounds. As stated *supra*, if this Court can support a violation without finding new facts, it may affirm the Hearing Officer's finding of a violation on alternative grounds. Here, no new facts are required to support a CFA violation. It was deception and a misrepresentation to threaten residents with removal by the police. If Blue Beach wanted to remove year-round residents from their homes, it could have filed an ejectment action. *Taylor v. Vanhorn*, 2023 WL 3946342, at *2 (Del. Super. Ct. June 9, 2023) ("In an action for ejectment, a landowner who is out of possession may prove title to the land and, if successful, be granted possession of the disputed property."). All that is needed to find that this threat was made to these residents is that this letter was sent to residents living at Pine Haven. The Hearing Officer found this to be true,

and it is supported by substantial evidence. A580-581, A672, A780. Further, Blue Beach did not dispute this fact.

CONCLUSION

For the foregoing reasons, this Court should affirm the Hearing Officer's findings and find that Blue Beach violated the CFA by sending the June 30 letter, the July 30 letter, and the Dear RV Residents letter, as well as by failing to inform residents they were being overcharged for rent.

Dated: May 15, 2025,

Respectfully submitted,

/s/ Brian Canfield (#7027)
Deputy Attorney General
Owen Lefkon (#5672)
Director, Fraud and Consumer Protection Division
Ian Liston (#5507)
Director of Impact Litigation
Marion Quirk (#4136)
Director of Consumer Protection
Michael Clarke (#6347)
Deputy Attorney General
Brian Canfield (#7027)
Delaware Department of Justice
Consumer Protection Unit
820 N. French Street, 5th Floor
Wilmington, DE 19801
(302) 683-8809
Brian.canfield@delaware.gov