

May 25, 2010

**NOTICE OF POSTING PURSUANT TO  
NRS 622.330 AND NRS 241**

**STIPULATED SETTLEMENT AGREEMENT  
BETWEEN THE STATE OF NEVADA, DEPARTMENT OF BUSINESS  
AND INDUSTRY, MANUFACTURED HOUSING DIVISION AND  
GROVES MANUFACTURED HOMES, CHRIS COHN, OWNER,  
RESPONDENT**

The State of Nevada, Department of Business and Industry, Manufactured Housing Division intends to resolve Case No. CC090120-1 by entering into a Stipulation for Settlement of Disciplinary Action with the person/entity named above.

For the limited time set forth in this notice, any person may request that the State of Nevada, Department of Business and Industry, Manufactured Housing Division, conduct a public meeting to discuss the terms of the Stipulation for Settlement of Disciplinary Action by submitting a written request for such a meeting within the time prescribed in this notice at the Manufactured Housing Division's Carson City Office located at 1535 Old Hot Springs Road, Suite 60, Carson City, NV 89706.

At the expiration of the notice, if the State of Nevada, Department of Business and Industry, Manufactured Housing Division has not received any request for a public meeting regarding the Stipulation for Settlement of Disciplinary Action the State of Nevada, Department of Business and Industry, Manufactured Housing Division shall inter into the Stipulation for Settlement of Disciplinary Action.

The attached Stipulation for Settlement of Disciplinary Action will be posted at the following locations and on the Division's website, <http://mhd.state.nv.us/>, for three working days commencing on Tuesday, May 25, 2010.

Division of Manufactured Housing  
1535 Old Hot Springs Road, Suite 60  
Carson City, NV 89706

Grant Sawyer Building  
555 E. Washington Ave.  
Las Vegas, NV 89101

Division of Manufactured Housing  
2501 E Sahara, Suite 204  
Las Vegas, NV 89104

Office of the Attorney General  
100 N. Carson St.  
Carson City, NV 89701

Division of Manufactured Housing  
540 Court Street  
Elko, NV 89801

Richard Bryan Building  
901 S. Stewart St.  
Carson City, NV 89701

**RECEIVED**  
MAY 21 2010  
ATTORNEY GENERAL  
MAILROOM

BEFORE THE STATE OF NEVADA,  
DEPARTMENT OF BUSINESS AND INDUSTRY,  
MANUFACTURED HOUSING DIVISION

JIM DEPROSSE, Administrator,  
MANUFACTURED HOUSING DIVISION,  
DEPT OF BUSINESS AND INDUSTRY,  
STATE OF NEVADA,

Case No. CC090120-1

STIPULATION FOR SETTLEMENT OF  
DISCIPLINARY ACTION

Petitioner,

vs.

GROVES MANUFACTURED HOMES,  
CHRIS COHN, OWNER,

Respondent.

**Parties:**

This Stipulation is entered into by and between Petitioner, STATE OF NEVADA, DEPARTMENT OF BUSINESS AND INDUSTRY, MANUFACTURED HOUSING DIVISION ("Division"), by and through its counsel, CATHERINE CORTEZ MASTO, Attorney General of the State of Nevada, and SARAH A. BRADLEY, Deputy Attorney General, and its Administrator JIM DEPROSSE, and GROVES MANUFACTURED HOMES, CHRIS COHN, OWNER, ("Respondent") by and through its counsel ANDREW WOLF, ESQ. Respondent was, at all times relevant to this Stipulation, licensed as a general serviceman by the Division under license number B-1463.

**Alleged Facts:**

The Division alleges each of the following facts:

1. On or about January 19, 2009, the Division received a written complaint against Respondent regarding work completed on a home located at 303 Prospector, Dayton, NV 89403 ("the home").

2. On that same day, Investigator Claude Council ("Investigator Council") completed a visual inspection of the home.

3. On or about February 3, 2009, the Division requested that Respondent provide a written response to the complaint.

1           4.     On or about February 13, 2009, the Division received Respondent's response to  
2 the complaint.

3           5.     Respondent's response indicated that Respondent had "completed all of the  
4 repairs in our estimate #6424 dated 12/21/2008 with the exception of removing and replacing  
5 the swamp cooler for which we have offered a credit of \$450."

6           6.     This response did not address the roofing issues noted in the complaint, instead  
7 it notes only that the "roof is not completed."

8           7.     The plumbing issues raised in the complaint are also not addressed in this  
9 response. Instead, Respondent indicates that the home had been "red tagged" by the Storey  
10 County Building Department and that this "red tag" status was removed after the roof repairs  
11 were made.

12          8.     On or about February 17, 2009, the Storey County Building Department  
13 conducted a compliance inspection at the request of the owner. This inspection report reflects  
14 that the completed work is unsatisfactory, and notes that "repair and re-inspection required."

15          9.     On or about February 19, 2009, the Storey County Building Department returned  
16 to re-inspect the home and a new inspection report was prepared.

17          10.    This report noted that conditions appear improved but are a compromise for  
18 inadequate flashing and techniques when the roofing material was installed. "Conditions  
19 appear to be water tight currently but the longevity of techniques for protection against  
20 moisture penetration is questionable."

21          11.    On or about March 10, 2009, the Division issued Respondent an Order to  
22 Correct. This Order required that Respondent repair the above referenced home and other  
23 homes in which Respondent had improperly installed roofing material

24          12.    This Order required Respondent to "hire at your expense a company LICENSED  
25 by the Division to remove and reapply proper roofing material that meets industry standards  
26 for this climate and region" and to "repair the ceiling material that was damaged by your  
27 employee."

28        ///



1           13. Respondent was to complete these repairs within forty-five (45) days from  
2 receipt of the Order to Correct and to provide the Division with a copy of the work order after it  
3 was signed off as complete by the homeowner.

4           14. The Order further informed Respondent that failure to comply with this Order  
5 may result in disciplinary action.

6           15. This Order was signed for by Respondent, on or about March 26, 2009.

7           16. On or about April 16, 2009, Investigator Council had a visit from the homeowner  
8 and that the homeowner had indicated that Respondent was at her home on April 15, 2009,  
9 and that Respondent gave her a bill for an additional \$3,100.

10          17. The homeowner indicated the Respondent also stated that he was not going to  
11 fix her roof or ceiling.

12          18. Based on this information, Investigator Council determined that Respondent had  
13 failed to comply with the Division's March 10, 2009 Order to Correct.

14          19. On or about June 12, 2009, Respondent purchased one permit regarding work  
15 conducted at the home.

16          20. On or about July 22, 2009, Supervisory Investigator Gary Childers ("Supervisory  
17 Invest. Childers") sent Respondent a letter indicating that the instant complaint has not been  
18 resolved.

19          21. This letter indicated that Respondent should contact the homeowner, schedule  
20 the work, and purchase the necessary permits for the work, prior to August 17, 2009, with  
21 inspections to be completed on September 15, 2009.

22          22. This letter again reminded Respondent that failure to correct the work at issue  
23 as previously stated may cause the Division to pursue disciplinary action.

24          23. On or about August 6, 2009, an inspection was completed by the Division at the  
25 home, which reflected that the service work performed by Respondent failed to meet the  
26 required manufactured housing standards.

27          24. On or about October 26, 2009, Investigator Joseph Frades III ("Investigator  
28 Frades") again notified Respondent that he has been ordered to replace the roof on the home

1 and that the Division has not been provided with information showing that this work had been  
2 done.

3 25. On or about November 9, 2009, Respondent was notified that he was in violation  
4 of NRS 489.421 for failure to respond to the Division's notice and failure to take corrective  
5 action. This notification was received by Respondent on November 30, 2009.

6 26. On or about November 11, 2009, Respondent called the Division and indicated  
7 that he had been out of town and had not received the Division's October letter until  
8 November 12, 2009 and that he intended to respond.

9 27. The Division informed Respondent that it was not seeking a response to its  
10 October letter, but corrective action.

11 28. On or about November 23, 2009, Respondent faxed a response disputing the  
12 facts in the Division's previous notification/letter.

13 29. In this response, Respondent indicates that he will wait for a response from the  
14 Division prior to taking any further corrective action.

15 30. On or about November 24, 2009, the Division notified Respondent that it has  
16 received his facsimile, however he still must take the corrective action that was ordered on  
17 March 10, 2009.

18 31. The Division's investigation revealed the following:

19 a. Division records reflect that only one permit for a half hour inspection was  
20 purchased by Respondent for the home despite the fact that Respondent invoiced \$400  
21 in permit fees for the repair to the home for permits which were never purchased.

22 b. This one permit was purchased by Respondent from the Division on  
23 June 12, 009. The inspection conducted pursuant to this permit was completed on  
24 August 5, 2009 and Respondent failed this inspection.

25 c. Respondent has made attempts to repair the roof, but has not made the  
26 corrective action ordered by the Division, i.e., replacing the roof.

27 d. Respondent did not apply the "peal and seal" roofing material according  
28 to manufacturer instructions, which voids the manufacturer's warranty on the material.

1 e. The Division's investigators and inspectors have noted multiple areas of  
2 concern regarding the quality of installation of the roofing material, leading the Division  
3 to believe that the roof repair was not conducted pursuant to the standard in the  
4 industry.

5 ***Alleged Violations:***

6 The Division alleges that, based on the above-recited facts, Respondent committed the  
7 following violations:

8 First Claim for Relief

9 By failing to take corrective action as ordered by the Division, Respondent is subject to  
10 disciplinary action pursuant to NRS 489.421.

11 Second Claim for Relief

12 By charging client for permits that were not obtained and/or by not purchasing the  
13 permits listed in the contract with the consumer and/or by voiding the 10-year manufacturer  
14 warranty included in the contract by improper application of the roofing material and/or by  
15 misleading the consumer that the roof repair was completed with the required permits,  
16 Respondent is subject to disciplinary action pursuant to NRS 489.401.

17 Third Claim for Relief

18 By failing to install the roofing material according to the manufacturer's directions  
19 and/or by installing the roofing material in a substandard manner and/or by voiding the  
20 manufacturer's warranty on the roofing material by improper installation of the material and/or  
21 by installing the roofing material in a gross negligent or incompetent manner, Respondent is  
22 subject to disciplinary action pursuant to NRS 489.416.

23 Fourth Claim for Relief

24 By completing the roof repair without obtaining the appropriate approval, permits, and  
25 inspections from the Division, Respondent violated NAC 489.486 and is subject to disciplinary  
26 action pursuant to NRS 489.421(6).

27 ///

28 ///

1           **Proposed Settlement:**

2           Respondent wishes to resolve the Division's foregoing allegations by agreeing to the  
3 discipline specified herein, but without admitting any facts, guilt or liability for any purposes,  
4 except (1) that Respondent agrees to timely perform his obligations under this Stipulation for  
5 Settlement of Disciplinary Action and (2) that this Stipulation for Settlement of Disciplinary  
6 Action may be used as proof of discipline in any future disciplinary matter by the Division.

7           Respondent is aware that, while, after executing this Stipulation for Settlement of  
8 Disciplinary Action, an administrative hearing will not be conducted on the Complaint and  
9 Notice of Hearing prepared by the Division and submitted to Respondent's counsel and the  
10 Hearing Officer assigned to this matter, this Stipulation for Settlement of Disciplinary Action  
11 may be used as proof of previous discipline in any future disciplinary matter.

12           The Division is prepared to put on a case based on the Complaint filed with the Hearing  
13 Officer alleging the above offenses, and the Division is authorized under NRS 489.381 to seek  
14 the imposition of a fine of up to \$1,000 for each offense alleged. Respondent is prepared to  
15 vigorously defend any such Complaint; however, the parties desire to compromise and settle  
16 the instant controversy upon the following terms and conditions:

17           1.       Respondent agrees to pay to the Division the sum of \$1,000 in administrative fines  
18 in resolution of the instant matter within sixty (60) days after the effective date of the Hearing  
19 Officer's order approving this settlement agreement.

20           2.       Respondent and the Division agree that by entering into this Stipulation for  
21 Settlement, the Respondent is not admitting any facts, guilt or liability for any purposes,  
22 except (1) that Respondent agrees to timely perform his obligations under this Stipulation and  
23 (2) that this Stipulation for Settlement may be used as proof of discipline in any future  
24 disciplinary matter by the Division.

25           3.       Respondent agrees to sub-contract with Don James Roofing to install a new  
26 roofing system for the home, owned by Goldie Bacon, and located at 303 Prospector, Dayton,  
27 NV 89403 using the "Illusions" roofing product manufactured by Cooley Group. The new roofing  
28 material will be installed by Don James Roofing at the expense of Respondent, and will be

1 installed according to manufacturer instructions. In order to comply with the terms of this  
2 Stipulation, Respondent must provide the Division with a copy of the contract with Don James  
3 Roofing for this roof installation within sixty (60) days after the date this Stipulation is approved  
4 by the Hearing Officer, and the installation of the new roof must be completed on the home  
5 within 120 days after the date this Stipulation is approved by the Hearing Officer. The scope of  
6 work to be included in the installation of the Illusions roofing material may include repairing  
7 damaged trusses and performing other work, as described and contemplated in the original  
8 contract between the parties, dated December 21, 2008, and, as updated on January 10, 2009,  
9 and attached as Exhibit A.

10 **Provided, however,** that the timely occurrence of each of the following events shall be an  
11 essential condition precedent to Respondent's obligations to enter into the roofing subcontract  
12 described in the preceding paragraph and to pay for such work:

13 A. Within forty-five (45) days after the approval of this Stipulation by the  
14 Hearing Officer, Ms Goldie Bacon, the owner of the home located at 303  
15 Prospector, Dayton, NV 89403 upon which the roof shall be installed, shall  
16 execute and deliver to Respondent a written authorization allowing Don  
17 James Roofing to proceed with the Illusions installation work described  
18 above in paragraph 3.

19 B. After receipt of this written authorization, Respondent shall provide a copy  
20 of this written authorization to the Division within five (5) business days.

21 4. Should Ms. Goldie Bacon, the owner of the home located at 303 Prospector,  
22 Dayton, NV 89403 upon which the roof shall be installed as described above in paragraph 3,  
23 decide not to provide written authorization allowing Don James Roofing to proceed with the  
24 Illusions installation work described above in paragraph 3, Respondent agrees to pay the  
25 Division an additional administrative fine totaling \$2,000 and to complete a four-hour ethics  
26 course offered by the State of Nevada, Department of Business and Industry's Real Estate  
27 Division. This fine shall be paid within sixty (60) days after the date which Respondent notifies  
28 the Division that Ms. Bacon indicates that she will not provide written authorization allowing Don



1 James Roofing to proceed with the Illusions installation work described above in paragraph 3 or  
2 110 days from the date this Stipulation is approved by the Hearing Officer if the Division does not  
3 receive a copy of Ms. Bacon's written authorization as described above in paragraph 3(B),  
4 whichever occurs first. The class shall be approved by the Division prior to completion and  
5 completed within 180 days after the date which Respondent notifies the Division that Ms. Bacon  
6 indicates that she will not provide written authorization allowing Don James Roofing to proceed  
7 with the Illusions installation work described above in paragraph 3 or 225 days from the date this  
8 Stipulation is approved by the Hearing Officer if the Division does not receive a copy of Ms.  
9 Bacon's written authorization as described in paragraph 3(B), whichever occurs first.

10 5. Should Don James Roofing be asked by Ms. Goldie Bacon, the owner of the home  
11 located at 303 Prospector, Dayton, NV 89403 upon which the roof shall be installed as described  
12 above in paragraph 3, to cease installation of the Illusions roofing material prior to the completion  
13 of the installation, and if such request is made without reasonable cause, any non-refundable  
14 costs incurred by Respondent will be offset against his obligation to pay the administrative fine of  
15 \$2,000 described above in paragraph 4, which is to be paid in lieu of the roof installation  
16 described in paragraph 3. In such an event, Respondent shall provide to the Division a verified  
17 and itemized list of any such non-refundable costs along with accompanying supporting  
18 documentation such as receipts and/or invoices within fifteen (15) days from the date Ms. Bacon  
19 requests that installation shall cease. The Division shall review these materials and inform  
20 Respondent of the amount of the offset that will be credited against the \$2,000 administrative  
21 fine described above in paragraph 4, if any, within ten (10) days from the date this list is received  
22 by the Division.

23 6. Respondent and the Division agree that by entering into this Stipulation, the  
24 Division does not concede any defense or mitigation Respondent may assert, and that once this  
25 Stipulation is approved and fully performed, the Division will close its file in this matter.  
26 Respondent understands that the public records law and/or other Nevada Revised Statutes may  
27 require the Division to make available for inspection this Stipulation and related documents.

28 ///



1 Respondent also understands that the Division may share the content of this Stipulation and  
2 related documents with any governmental or professional organization or member of the public.

3 7. Respondent and the Division agree that the Division, at its discretion, may publish  
4 in a newsletter or other educational publication prepared by the Division a summary of the  
5 alleged offenses of Respondent and the terms of this Stipulation. It is further understood by the  
6 parties that this publication is for educational purposes only and to advise other licensees of the  
7 alleged violation(s) and that disciplinary action has been taken by the Division.

8 8. Respondent agrees that if the administrative fine is not paid within the time allowed  
9 above, the Division may, at its option, rescind this Stipulation and proceed with filing a Complaint  
10 before the Hearing Officer. Further, recovery actions for the administrative fines may be  
11 instituted by the Division.

12 9. Respondent agrees and understands that by entering into this Stipulation,  
13 Respondent is waiving his right to a hearing at which Respondent may present evidence in his  
14 defense and to be represented by counsel, to judicial review of any adverse decision by the  
15 Hearing Officer, and to present his defense to a Hearing Officer which has had no prior familiarity  
16 with the instant matter. The Hearing Officer who review this matter for approval of this  
17 Stipulation may be the same Hearing Officer who ultimately hears the Division's Complaint if this  
18 Stipulation is either not approved by the Hearing Officer or is not timely performed by  
19 Respondent; and

20 10. Each party shall bear its own attorney's fees and costs.

21 ***Stipulation is Not Evidence:***

22 Neither this Stipulation nor any statements made concerning this Stipulation may be  
23 discussed or introduced into evidence at the hearing of the Complaint, if the Division must  
24 ultimately put on a case based on the Complaint filed in this matter. This Stipulation may not be  
25 used as evidence in any other action or proceeding, and shall not be deemed an admission of  
26 fact, guilt or liability in any other action or proceeding; provided, however, that this Stipulation for  
27 Settlement may be used as proof of discipline in any future disciplinary matter by the Division.

28 ///

1           **Approval of Stipulation:**

2           Once executed, this Stipulation will be published for three business days as required by  
3 NRS 622.330. During that period, any person may request that a meeting be held in order to  
4 discuss the terms of the Stipulation. Respondent understands that the Stipulation will not be final  
5 until after the provisions of NRS 622.330 are fulfilled. Furthermore, should a person request a  
6 meeting to discuss the terms of the Stipulation, Respondent understands that the Division and  
7 Respondent may be required to draft a new Stipulation or withdraw from this Stipulation. At that  
8 time, the Division may also pursue its complaint before the Hearing Officer.

9           **Withdrawal of Stipulation:**

10          If the Hearing Officer rejects this Stipulation or suggests terms unacceptable to  
11 Respondent, Respondent may withdraw from this Stipulation and the Division may pursue its  
12 complaint before the Hearing Officer.

13          **Release:**

14          In consideration of execution of this Stipulation, the Respondent for himself, his heirs,  
15 executors, administrators, successors, and assigns, hereby release, remise, and forever  
16 discharge the State of Nevada, the Department of Business and Industry of the State of  
17 Nevada, the Division, and each of their members, agents, and employees in their individual  
18 and representative capacities, from any and all manner of actions, causes of action, suits,  
19 debts, judgments, executions, claims, and demands whatsoever, known and unknown, in law  
20 or equity, that the Respondent ever had, now has, may have, or claim to have against any or  
21 all of the persons or entities named in this section, arising out of or by reason of the Division's  
22 investigation, this disciplinary action, and all other matters relating thereto.

23          **Indemnification:**

24          Respondent hereby indemnifies and holds harmless the State of Nevada, the  
25 Department of Business and Industry of the State of Nevada, the Division, and each of their  
26 members, agents, and employees in their individual and representative capacities against any  
27 and all claims, suits, and actions brought against said persons and/or entities by reason of the  
28 Division's investigation, this disciplinary action and all other matters relating thereto, and

1 against any and all expenses, damages, and costs, including court costs and attorney fees,  
2 which may be sustained by the persons and/or entities named in this section as a result of  
3 said claims, suits, and actions.

4 IT IS SO STIPULATED.

5  
6 Dated: \_\_\_\_\_

MANUFACTURED HOUSING DIVISION  
Department of Business and Industry  
State of Nevada

7  
8 By: \_\_\_\_\_  
9 JIM DEPROSSE, Administrator

10 Dated: \_\_\_\_\_

GROVES MANUFACTURED HOMES

11  
12 By: \_\_\_\_\_  
13 CHRIS COHN, Owner  
14 Pine Cohn, Inc., d/b/a Groves  
Manufactured Homes

15 Approved as to form:

16 CATHERINE CORTEZ MASTO  
17 Attorney General

18 By: \_\_\_\_\_

19 SARAH A. BRADLEY  
20 Deputy Attorney General  
21 100 N. Carson St.  
22 Carson City, NV 89701  
(775) 684-1213  
*Attorneys for State of Nevada, Department of  
Business and Industry, Manufactured Housing Division*

23 ROGERS, WOLF, VON BAEYER & HERHUSKY, LLP

24  
25 By:  5.18.10

26 ANDREW N. WOLF  
27 264 Village Boulevard, Suite # 104  
28 Incline Village, NV 89451  
(775) 831-3666  
*Attorney for Respondent, Groves Manufactured Homes*

1 against any and all expenses, damages, and costs, including court costs and attorney fees,  
2 which may be sustained by the persons and/or entities named in this section as a result of  
3 said claims, suits, and actions.

4 IT IS SO STIPULATED.

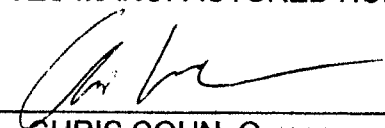
5  
6 Dated: \_\_\_\_\_

MANUFACTURED HOUSING DIVISION  
Department of Business and Industry  
State of Nevada

7  
8  
9 By: \_\_\_\_\_  
JIM DEPROSSE, Administrator

10 Dated: \_\_\_\_\_

GROVES MANUFACTURED HOMES

11  
12 By:  \_\_\_\_\_  
13 CHRIS COHN, Owner  
14 Pine Cohn, Inc., d/b/a Groves  
Manufactured Homes

15 Approved as to form:

16 CATHERINE CORTEZ MASTO  
17 Attorney General

18 By: \_\_\_\_\_

19 SARAH A. BRADLEY  
20 Deputy Attorney General  
21 100 N. Carson St.  
22 Carson City, NV 89701  
(775) 684-1213  
*Attorneys for State of Nevada, Department of  
Business and Industry, Manufactured Housing Division*

23 ROGERS, WOLF, VON BAEYER & HERHUSKY, LLP

24  
25 By: \_\_\_\_\_

26 ANDREW N. WOLF  
27 264 Village Boulevard, Suite # 104  
28 Incline Village, NV 89451  
(775) 831-3666  
*Attorney for Respondent, Groves Manufactured Homes*