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STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
MANUFACTURED HOUSING DIVISION

JAMES DEPROSSE, Administrator,
State of Nevada, Department of
Business and Industry, Manufactured
Housing Division

Case No. LV101803-2

Petitioner,

v

ALDO GURROLA and
CARLOS GURROLA, dba
C & G ENTERPRISES

Respondent.

**STIPULATION FOR SETTLEMENT
OF DISCIPLINARY ACTION AND DISCIPLINE**

The State of Nevada, Department of Business and Industry, Manufactured Housing Division ("the DIVISION"), by JAMES DEPROSSE, Administrator, and ALDO GURROLA and CARLOS GURROLA, dba C & G ENTERPRISES, hereby enter into this STIPULATION FOR SETTLEMENT OF DISCIPLINARY ACTION AND DISCIPLINE (STIPULATION), in lieu of administrative proceedings and evidentiary hearing.

JURISDICTIONAL STATEMENT

1. ALDO GURROLA and CARLOS GURROLA are currently, and were at relevant times hereto, licensed by the DIVISION and are, therefore, subject to the jurisdiction of the DIVISION and the provisions of Nevada Revised Statutes (NRS) Chapter 489 and Nevada Administrative Code (NAC) Chapter 489.

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GENERAL ALLEGATIONS

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2 2. Respondent, at relevant times hereto, was licensed by the DIVISION as a
3 General Serviceman, License No. B-1417.

4 3. ALDO GURROLA and CARLOS GURROLA conduct business in the State of
5 Nevada under the fictitious business name of C & G ENTERPRISES (C & G).

6 4. On or about March 18, 2010, ALICE LAYNE (LAYNE) filed her CONSUMER
7 COMPLAINT FORM with the DIVISION against C & G.

8 5. The case was assigned to the DIVISION'S investigator, JOSEPH FRADES III.
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FACTUAL ALLEGATIONS

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11 6. On or about July 23, 2009, LAYNE met with Respondent concerning what
12 LAYNE described as "moving out a burned mobile home, and moving another in on the same
13 property".

14 7. The negotiated price for removing the burned mobile home was \$4,000.00.

15 8. The negotiated price for installing the new mobile home was \$10,000.00

16 9. Respondent removed the burned mobile home.

17 10. Respondent installed the new mobile home.
18

19 11. After installation of the new mobile home, LAYNE alleged the following: (a) that
20 the installation was deficient, (b) the floors were uneven, (c) there is water leaking on the
21 carpet, (d) deficiencies exist with the attached shed and front porch, (e) the awnings were
22 installed improperly, and (f) the wrong materials were used.

23 12. By letter dated March 18, 2010, FRADES informed Respondent of the
24 COMPLAINT filed by LAYNE and requested a response within 10 business days.

25 13. Respondent did not respond to the March 18, 2010, letter.
26

27 14. By letter dated March 31, 2010, FRADES notified Respondent of its failure to
28 respond, take corrective action and/or to bring the matter to resolution.

1 15. Respondent did not respond to the March 31, 2010, letter.

2 16. By letter dated May 6, 2010, FRADES notified Respondent of its FINAL NOTICE
3 TO RESPOND/TAKE CORRECTIVE ACTION.

4 17. Respondent did not respond to the May 6, 2010, letter.

5 18. By letter dated June 23, 2010, FRADES sent a fourth letter to Respondent
6 pertaining to the COMPLAINT filed by LAYNE.

7 19. In the June 23, 2010, letter FRADES notified Respondent of a meeting set for
8 Wednesday, June 30, 2010, at the office of the DIVISION, to discuss the COMPLAINT.

9 20. ALDO GURROLA appeared at the June 30, 2010, meeting representing
10 Respondent.

11 21. By letter dated July 30, 2010, FRADES provided the Respondent with prior
12 notice of the filing of a disciplinary action.

13 22. Mail directed to the Respondent has been returned to the DIVISION because the
14 Respondent failed to file a notice of change of address.

15 **VIOLATIONS OF LAW ALLEGED BY THE DIVISION**

16 23. The DIVISION alleges that Respondent is in violation of NRS 489.421(3), **failure**
17 **to respond** to the DIVISION'S letters.

18 24. The DIVISION alleges Respondent is in violation of NAC 489.335(4), **failure to**
19 **file a change of address**.

20 **STIPULATION**

21 25. Respondent acknowledges having read and understands each of the claims,
22 allegations, alleged omissions, assertions of fact and assertions of violation of law set forth
23 herein.

24 26. Respondent admits the allegations set forth herein.

25 27. Respondent admits the violations of law set forth herein.

1 28. By entering into this STIPULATION, Respondent acknowledges and agrees that
2 this stipulation is limited to the violations of law (a) **failure to respond** and (b) **failure to file a**
3 **change of address ONLY and that Respondent must nevertheless resolve the original**
4 **COMPLAINT filed by LAYNE as set forth hereinabove.**

5 29. The DIVISION and the Respondent stipulate to settle this matter on the bases
6 set forth herein.

7 **UNDERSTANDING OF RIGHTS AND ACKNOWLEDGEMENTS**

8 30. Respondent, by signing this instrument, does not admit to any criminal conduct,
9 but does admit that his/her/its conduct, activities and/or omissions constitute a violation of
10 NRS 489 and NAC 489

11 31. Respondent is aware of, and understands, and has been advised of the effect of
12 this instrument, which Respondent has carefully read and fully acknowledges.

13 32. Respondent acknowledges that no coercion has been exerted on him/her/it to
14 enter into this STIPULATION.

15 33. Respondent acknowledges his/her/its right to the benefit of legal counsel of
16 his/her own selection and at his/her own expense.

17 34. **Waiver of Rights**. Respondent is aware of his/her/its rights, including the right
18 to a hearing on any charges and/or allegations, the right to examine witnesses who would
19 testify against him/her/it, the right to present evidence in his/her/its favor and to call witness on
20 his/her/its behalf, or to testify himself/herself, the right to contest the charges and allegations,
21 the right to reconsideration, appeal, or any other type of formal judicial review of this matter,
22 and any other rights which may be accorded to him/her/it pursuant to the Nevada
23 Administrative Procedures Act, the Nevada Revised Statutes and the Nevada Administrative
24 Code. Respondent expressly waives each of these rights.

25 35. Respondent understands that this action is subject to the public records law and
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1 that the DIVISION may be required to make this instrument and related documents available
2 for review and inspection by the public.

3 36. **Release.** In consideration of the covenants and agreements set forth in this
4 STIPULATION, Respondent for himself/herself/itself, his/her/its heirs, executors,
5 administrators, successors, assigns and affiliates, hereby release, remise and forever
6 discharge the DIVISION, and each of its members, agents, employees and legal counsel, in
7 their individual and representative capacities, from any and all manner of actions, causes of
8 action, suits, debts, judgments, executions, claims and demands whatsoever, known or
9 unknown, in law or in equity, that Respondent ever had, now has, may have, or claim to have,
10 against any or all of the persons or entities named herein, arising out of or by reason of the
11 DIVISION'S investigation, this disciplinary action, and all other matters relating thereto.
12

13 37. **Indemnification.** Respondent hereby indemnifies and holds harmless, the
14 DIVISION, and each of its members, agents, employees, and legal counsel, in their individual
15 and representative capacities against any and all claims, suits, and actions brought against
16 said persons and/or entities by reason of the DIVISION'S investigation, this disciplinary action
17 and all other matters relating thereto, and against any and all expenses, damages, fees, costs
18 and expenses, including attorney fees and court costs, which may be sustained by the
19 persons and/or entitled named herein as a result of said claims, suits and actions.
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21 **AGREEMENT FOR DISCIPLINE**

22 38. As a result of the violations of law set forth herein, Respondent shall pay an
23 administrative fine to the DIVISION in the amount of \$500.00.

24 39. The \$500.00 administrative fine is due and payable on within 30 calendar days
25 of execution hereof by Respondent.

26 40. If this \$500.00 administrative fine is not paid on or before its due date, such non-
27 payment shall be construed as an event of default by Respondent.
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1 41. In the event of default of payment of the administrative fine by the Respondent,
2 the balance due may be referred to the Nevada State Controller for collection.

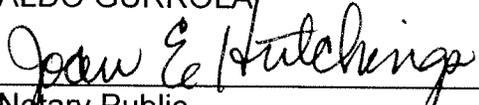
3 **IT IS SO STIPULATED AND AGREED.**

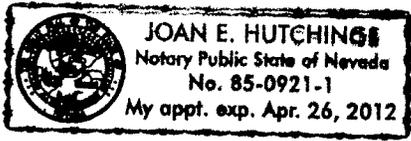
4 On behalf of C & G ENTERPRISES
5 and in his individual capacity

6 Dated: 10/6/10

7 
8 ALDO GURROLA

9 Subscribed to before me on 10/6/10.

10 
11 Notary Public



12 On behalf of C & G ENTERPRISES
13 and in his individual capacity

14 Dated: _____

15 CARLOS GURROLA

16 Subscribed to before me on _____.

17 Notary Public

18 Dated: 10-7-2010

19 
20 JAMES DEPROSSE, Administrator

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Attorney General's Office
555 E. Washington, Suite 3900
Las Vegas, NV 89101