



1 VM02140AB) from 830 N. Lamb Blvd. Space 19 to 6137 Mt. Rainier Ave.

- 2 4. The contracted completion date was to be June 1, 2013.
- 3 5. For compensation, the Parties agreed that Mendez-Rodriguez would pay, and
- 4 Respondents would accept, as follows:
- 5 a. Payment of \$2,000.00; and
- 6 b. Remaining \$8,000.00 balance to be fulfilled by transfer of ownership,
- 7 possession, and title to Mendez-Rodriguez' 2005 Dodge Ram pick-up (VIN
- 8 1D7HA18N65J630294).
- 9
- 10 6. Mendez-Rodriguez paid Vladislav Khomutov \$2,000.00 (check no. 0095) and also
- 11 ceded ownership, title, and possession of his 2005 Dodge Ram pick-up (VIN
- 12 1D7HA18N65J630294).
- 13 7. On or about April 27-28, 2013, Vladislav Khomutov dismantled Mendez-Rodriguez'
- 14 mobile home and transported it to the space at 6137 Mt. Rainier Ave.
- 15 8. On or about May 12, 2013, Vladislav Khomutov and various laborers reassembled
- 16 the mobile home, built the support structures, and tied it down. This was the last
- 17 work completed by Vladislav Khomutov or Aloha Transport & Set-Up.
- 18 9. On or about May 20, 2013, Vladislav Khomutov demanded payment over and
- 19 above the contracted amount in order to install a power pole.
- 20
- 21 10. On or about June 1, 2013, members of Mendez-Rodriguez' family met Vladislav
- 22 Khomutov at Home Depot and paid \$536.11 for materials and paid Vladislav
- 23 Khomutov \$600.00 for labor associated with the power pole. Respondents never
- 24 performed this labor and never returned the materials to Mr. Mendez-Rodriguez.
- 25
- 26 11. Between June 1, 2013 and June 17, 2013, Mendez-Rodriguez asked Vladislav
- 27 Khomutov numerous times to complete the installation of his manufactured home.
- 28 Vladislav Khomutov provided a litany of excuses but never completed the

1 installation.

2 12. On June 17, 2013, Mendez-Rodriguez filed a Complaint against Vladislav  
3 Khomutov and Aloha Transport & Set-Up for breaching the Installment Agreement.

4 13. Because Vladislav Khomutov and Aloha Transport & Set-Up failed to complete the  
5 installation, Mendez-Rodriguez was forced to purchase and personally install side  
6 roofing and vinyl skirting (at a cost of \$600)

7 14. Because Vladislav Khomutov and Aloha Transport & Set-Up failed to complete the  
8 installation, Mendez-Rodriguez was forced to employ a second general  
9 serviceperson, Duke Sanders, to complete the installation (at a cost of \$5,015.00).

10 15. Duke Sanders was able to connect electricity to the manufactured home without  
11 installing an electric pole.

12 16. In total, Mendez-Rodriguez paid Vladislav Khomutov a total of \$11,136.11 and paid  
13 Duke Sanders another \$5,015.00.

14 17. Because Vladislav Khomutov and Aloha Transport & Set-Up failed to complete the  
15 installation, Mendez-Rodriguez was forced to live elsewhere for two months  
16 between June –July 2013 at a cost of \$400/month for rent and \$200/month for  
17 utilities.  
18

19  
20 **FACTUAL ALLEGATIONS REGARDING CUSTOMER, THE FISHER FAMILY TRUST**

21 18. On or about February 17, 2014, Vladislav Khomutov contracted with Tristan  
22 Struthers (as trustee of the Fisher Family Trust) to demolish and remove the 1981  
23 Fleetwood manufactured home (serial number CAFL2ABBB21082805) from the lot  
24 at 3410 Death Valley Drive, Las Vegas, NV 89122 at a cost of \$8,000.00.

25 19. As compensation for the demolition and removal, the Parties agreed that the Fisher  
26 Family Trust would pay, and Vladislav Khomutov would accept, \$8,000.00 total, as  
27 follows:  
28

1 a. Payment of \$5,000.00 up front; and

2 b. Remaining \$3,000.00 balance to be paid upon completion

3 20. On or about February 17, 2014, Tristan Struthers paid, and Vladislav Khomutov  
4 accepted, \$5,000.00 (check no. 860).

5 21. On or about February 19, 2014, Vladislav Khomutov, and several laborers, began  
6 demolishing the manufactured home.

7 22. Between February 19, 2014 and March 5, 2014, Vladislav Khomutov, and several  
8 laborers, worked sporadically on the demolition. The totality of the work they  
9 completed was knocking down two of the walls. This was the last work completed  
10 by Vladislav Khomutov or Aloha Transport & Set-Up.

11 23. Several days later, the roof collapsed.

12 24. After that, Tristan Struthers asked Vladislav Khomutov numerous times to complete  
13 the demolition and removal of the manufactured home. Vladislav Khomutov  
14 provided a litany of excuses but never completed the work.

15 25. Because Vladislav Khomutov and Aloha Transport & Set-Up failed to complete the  
16 demolition and removal, the Fisher Family Trust incurred the following extra  
17 expenses:  
18

19 a. Hotel \$2,281.65;

20 b. Storage \$584.00;

21 c. Labor for clean-up \$4,200.00;

22 d. Rental car \$1,415.88; and

23 e. Dumpsters \$1,520.00.

24  
25 **FACTUAL ALLEGATIONS REGARDING CUSTOMER, SAMANTHA FERGUSON**

26 26. At no time mentioned herein has Vladislav Khomutov or Aloha Transport & Set-Up  
27 held a valid manufactured home dealer's license from the Division.  
28

1 27. On or about July 26, 2013, Vladislav Khomutov signed a contract to sell a 1990  
2 Skyliner Shore Line manufactured home (serial number 1V710345AZBZ) to  
3 Samantha Ferguson.

4 28. Vladislav Khomutov also signed a contract to relocate (tear down, transport, deliver,  
5 and install) the 1990 Skyliner Shore Line manufactured home (serial number  
6 1V710345AZBZ) from 6262 Glacier Avenue, Las Vegas, NV 89156 to 1515 Mojave  
7 Road, space 48, Las Vegas, NV 89104.

8 29. Pursuant to the terms of the contracts, the total price of the 1990 Skyliner Shore  
9 Line manufactured home (serial number 1V710345AZBZ), including the relocation  
10 thereof, was \$22,000.00.

11 30. Pursuant to the terms of the contracts, Samantha Ferguson paid, and Vladislav  
12 Khomutov acknowledged receipt of, \$12,200.00, as follows:

- 13
- 14 a. \$1,200.00 Cashier's check no. 1905908542;
  - 15 b. \$1,000.00 Chase Moneygram no. 204943300144;
  - 16 c. \$4,500.00 Chase cashier's check no. 1094510338; and
  - 17 d. \$4,500.00 Chase cashier's check no. 1094510338.
- 18

19 31. On or about July 26, 2013, Samantha Ferguson signed a promissory note for the  
20 remaining balance of approximately \$10,000.00, to be paid to Vladislav Khomutov  
21 at an interest rate of 12% per annum in monthly installments of \$307.06 until  
22 October 2016.

23 32. The contracted time for completion of the relocation, including installation, was 30  
24 days after delivery.

25 33. Vladislav Khomutov relocated the 1990 Skyliner Shore Line manufactured home  
26 (serial number 1V710345AZBZ) from 6262 Glacier Avenue, Las Vegas, NV 89156  
27 to 1515 Mojave Road, space 48, Las Vegas, NV 89104, but never completed the  
28

1 installation.

2 34. Vladislav Khomutov failed to deliver the following components of the home, which  
3 were present when Samantha Ferguson viewed it and agreed to purchase it:

- 4 a. Furnace;
- 5 b. Air Conditioning System;
- 6 c. Awnings;
- 7 d. Skirting;
- 8 e. Steps;
- 9 f. Water Heater;
- 10 g. 4 Sinks;
- 11 h. 2 Toilets;
- 12 i. Faucets;
- 13 j. Flooring; and
- 14 k. Appliances.

15  
16 35. Because Vladislav Khomutov and Aloha Transport & Set-Up failed to complete the  
17 delivery and installation, Samantha Ferguson was forced to employ a second  
18 general serviceperson, All American Mobile Home Services, who estimates the  
19 remaining work will cost approximately \$7,000.00, which Samantha Ferguson has  
20 been accomplishing piecemeal, due to her limited budget.

21  
22 36. Because Vladislav Khomutov and Aloha Transport & Set-Up failed to complete the  
23 delivery and installation, Samantha Ferguson was forced to relocate and has been  
24 living with friends.

25 **FACTUAL ALLEGATIONS REGARDING THE RESPONDENTS' LACK OF AN**  
26 **ESTABLISHED PLACE OF BUSINESS**

27 37. On December 18, 2013, after sending various letters to Aloha Transport & Set-Up  
28 which the United Postal Service returned as undeliverable, the Division telephoned

1 the owner, Vladislav Khomutov, who said he moved his business but could not give  
2 out the address because he left it in his truck. He also said he could not give out his  
3 personal address because he was under the "Witness Protection Program and  
4 going through a terrible divorce." He said he would not be able to fill out the form to  
5 change his business address with the Manufactured Housing Division because he  
6 had "a lot going on."

7  
8 38. On December 27, 2013, the Division dispatched a letter to Aloha Transport & Set-  
9 Up, addressed to the last known business address of 6255 Mount McKinley  
10 Avenue, Las Vegas, NV 89156. The United States Postal Service returned this  
11 letter marked "Return to Sender, Aloha Transport & Set-Up moved and left no  
12 address, unable to forward."

13 39. On January 28, 2014, Vladislav Khomutov filled out a change of address form at the  
14 Manufactured Housing Division. He provided a new address for Aloha Transport &  
15 Set-Up at 8174 S. Las Vegas Blvd., #129-529, Las Vegas, NV 89123. However,  
16 the Manufactured Housing Division ascertained that this address was located at a  
17 mailbox rental store, and not a physical business address.  
18

## 19 VIOLATIONS OF LAW ALLEGED IN THE COMPLAINT

### 20 First Claim for Relief – 3 Counts

21 Based on these facts, Respondents, and each of them, are alleged to have violated  
22 NRS 489.416 by making substantial misrepresentations and/or false promises which were  
23 likely to influence, persuade or induce their customers, and/or continually breached  
24 agreements or contracts, and/or made false promises to their customers.

### 25 Second Claim for Relief – 3 Counts

26 Based on these facts, Respondents, and each of them, are alleged to have violated  
27 NRS 489.416(1) by performing work which is not commensurate with standards of the trade in  
28

1 general, and/or is below standards adopted by the Division, and/or endangers the life and  
2 safety of an occupant of a manufactured home, mobile home, manufactured building or  
3 commercial coach or factory-built housing.

4 Third Claim for Relief – 3 Counts

5 Based on these facts, Respondents, and each of them, are alleged to have violated  
6 NRS 489.416(2) by failing to honor a warranty or other guarantee of workmanship and/or  
7 material as a condition of securing a contract, and/or selling, distributing, leasing,  
8 reconstructing, improving, repairing and/or installing any manufactured home, mobile home,  
9 manufactured building, commercial coach, factory-built housing or accessory structure.  
10

11 Fourth Claim for Relief – 3 Counts

12 Based on these facts, Respondents, and each of them, are alleged to have violated  
13 NRS 489.416(3) by performing work in a grossly negligent and/or incompetent manner.  
14

15 Fifth Claim for Relief – 1 Count

16 Based on these facts, Respondents, and each of them, are alleged to have engaged in  
17 the business of a dealer without a license issued by the Division, pursuant to NRS 489.311  
18 and 489.076.

19 Sixth Claim for Relief – 1 Count

20 Based on these facts, Respondents, and each of them, are alleged to have violated  
21 NRS 489.391(1), by failing to maintain an established place of business or conducting  
22 business from a location that is not authorized by the Division.  
23

24 While the Division was prepared to put on a case based on the Complaint filed with the  
25 Division alleging the above offenses and I was prepared to vigorously defend these  
26 allegations, I have instead chosen to surrender my license and Manufactured Housing  
27 Division ID Card to resolve these matters and neither admit nor deny the Violations of Law  
28 contained in the Complaint, however, I agree that in the event any subsequent complaint is  
--



1 filed with the Division against me on new facts, I consents that the Division may deem the  
2 allegations in the Complaint as having been admitted. Such admission is intended to be used  
3 solely for the purpose of cumulative administrative discipline. I further agree not to seek  
4 licensure from the Division for a period of ten years, starting from the effective date of this  
5 Voluntary Surrender.

6 I am aware of, understand, and have been advised of the effect of this Agreement,  
7 which I have carefully read and fully acknowledge. No coercion has been exerted on me to  
8 enter into this Agreement. I acknowledge my right to an attorney at my own expense. I have  
9 had the benefit at all times of advice from competent counsel of my choice.

10 I am aware of my rights, including the right to a hearing on any charges and/or  
11 allegations, the right to examine witnesses who would testify against me, the right to present  
12 evidence in my favor and call witnesses on my behalf, or to testify myself, the right to contest  
13 the charges and allegations, the right to reconsideration, appeal, or any other type of formal  
14 judicial review of this matter, and any other rights which may be accorded to me pursuant to  
15 the Nevada Administrative Procedures Act, and the provision of Chapter 489 of the Nevada  
16 Revised Statutes and the Nevada Administrative Code. I voluntarily, knowingly, and  
17 intelligently waive the foregoing rights in return for the Division's acceptance of this  
18 Agreement, and my voluntary surrender of my general serviceperson license in lieu of other  
19 disciplinary action.

20 I understand this Agreement is considered a disciplinary action, and as such will  
21 become part of my licensee file. I understand that this action is subject to the public records  
22 law and that the Division may be required to make this Agreement and related documents  
23 available for inspection. I understand this Agreement is considered a disciplinary action and  
24 will be reported to any national repository, which records disciplinary action taken against  
25 licensees, or any agency or another state, which regulates the practice of licensed general  
26 servicepersons. I understand that this surrender is effective the day it is accepted by the  
27 Division. However, I agree to immediately cease and desist practicing as a General  
28 Serviceperson.

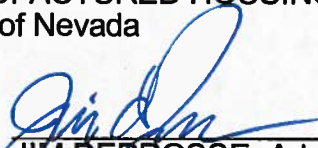
1 I, ALOHA TRANSPORT & SET-UP and VLADISLAV KHOMUTOV, by my signature  
2 affixed below, agree with the foregoing facts and representations and therefore choose to  
3 voluntarily surrender my General Serviceperson License and Manufactured Housing Division  
4 ID Card.

5  
6 Dated: 8/6/2014

  
ALOHA TRANSPORT & SET-UP and VLADISLAV  
KHOMUTOV, Respondent

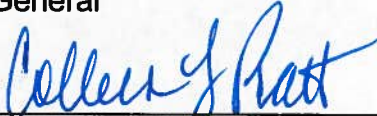
8  
9 Dated: 8-13-2014

MANUFACTURED HOUSING DIVISION  
State of Nevada

10  
11 By:   
JIM DEPROSSE, Administrator

12 Approved as to form:

13 CATHERINE CORTEZ MASTO  
14 Attorney General

15 By:   
16 COLLEEN L. PLATT

17 Deputy Attorney General  
18 100 N. Carson St.  
19 Carson City, NV 89701  
20 (775) 684-1222  
21 Attorneys for State of Nevada,  
22 Manufactured Housing Diviison  
23  
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