

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

Director of the Division of Manufactured)	
Homes, Recreational Vehicles and Modular)	
Units of the Public Service Commission,)	
)	
Complainant,)	
)	
vs.)	<u>CASE NO. MC-95-35</u>
)	
AA Mobile Home Sales, Inc.)	
)	
Respondent.)	

APPEARANCES: **Cherlyn D. McGowan**, Assistant General Counsel, Missouri Public Service Commission, P.O. Box 360, Jefferson City, Missouri 65102, for the Staff of the Missouri Public Service Commission.

James F. Ralls, Jr., Feldhausen & Ralls, 10034 N. Executive Hills Blvd., Suite 200, Kansas City, MO 64153, and **A. J. Higgins**, Attorney at Law, English & Monaco, 237 East High Street, Jefferson City, MO 65101, for AA Mobile Home Sales, Inc.

Susan A. Anderson, Assistant Public Counsel, P. O. Box 7800, Jefferson City, Missouri 65102 for the Office of the Public Counsel and the Public.

Hearing Examiner: **Mark A. Grothoff**

REPORT AND ORDER

On August 2, 1994, the Staff of the Commission (Staff) filed a complaint against AA Mobile Home Sales, Inc. (AA Homes). On August 8, 1994, AA Homes was notified of the complaint and on September 7, 1994, AA Homes filed an answer to Staff's complaint.

On October 3, 1994, a prehearing conference was held as scheduled and on October 20, 1994, the Commission established a procedural schedule for this case. A hearing was scheduled for January 19, 1995 but,

due to a blizzard, was rescheduled for February 27, 1995 at which time it was held. Briefs were subsequently filed by the parties.

Findings of Fact

The Missouri Public Service Commission, having considered all of the competent and substantial evidence upon the whole record, makes the following findings of fact:

On August 2, 1994, Staff filed a two-count complaint against AA Homes. In each count, Staff alleges that AA Homes violated Sections 700.025 and 700.045(4), RSMo 1994, and Commission Regulation 4 CSR 240.120.090, by altering a new mobile home to which a seal had been attached and failing to seek or obtain Staff's approval of those alterations.

On September 7, 1994, AA Homes filed an answer to Staff's complaint. AA Homes argues that the work which was done cannot be considered an alteration under federal regulations because it was done after the home was sold and delivered, and the work was done by a third party. AA Homes also argues that since no alteration by it has occurred, it had no requirement to seek Staff's approval.

The record shows that in July 1992, AA Homes sold a certified new manufactured home to Billy Pankey. During the set-up of the home, AA Homes had installed a self-contained central air conditioning unit.

The record also shows that in April, 1993, Robert and Wendy Reeves ordered a mobile home from AA Homes as was shown in a display unit on AA Homes' Festus lot. When the home was delivered, it was missing certain light fixtures contained in the display unit. AA Homes subsequently had the missing light fixtures installed.

The record further indicates that in July, 1993, Staff received a consumer complaint from Mr. Pankey concerning his mobile home. Following

a Staff inspection on the Pankey home, Staff notified AA Homes that the installation of the air conditioner was considered an alteration, and requested that AA Homes submit an application for permission to alter the home and associated work papers. After a second request was made by phone, the Staff received an application to alter the Pankey Home, but it listed Mr. Pankey as owner rather than AA Homes which Staff believed violated Commission regulations. Also, the required work papers were not included. Staff then sent another letter to AA Homes explaining the problems with the application, but AA Homes did not respond to Staff's letter.

In addition, the record shows that in November, 1993, Staff received a consumer complaint from Robert and Wendy Reeves concerning their mobile home. Following a Staff inspection on the Reeves home, Staff notified AA Homes that the installation of the light fixtures was considered an alteration, and requested that AA Homes submit an application for permission to alter the home or documentation required to support an application. Neither an application nor supporting documentation was ever submitted by AA Homes.

Staff's complaint has presented the Commission four issues: 1) whether the installation of items into the Pankey and Reeves homes constituted a condition of sale of those homes, 2) whether AA Homes altered the Pankey and Reeves homes, 3) when the sales of the Pankey and Reeves homes were completed, and ultimately, 4) whether AA Homes violated Missouri statutes or regulations. Each issue will be discussed in turn.

I) Were The Items Installed As A Condition Of Sale?

Every dealer of manufactured homes is required by Section 700.056, RSMo 1994, to provide a buyer with a bill of sale containing both the total price of the unit and its contents, and a separate list of any other costs. The record shows that the installation of the air conditioner

was included in the purchase price of the Pankey home. The sale contract, used by AA Homes as the bill of sale to comply with Section 700.056, lists no separate price for the air conditioner. Rather, the sale contract lists the air conditioner with other items under the heading "Optional Equipment, Labor and Accessories". Furthermore, Mary Williams, the owner of AA Homes, testified that the installation of the air conditioner was included in the purchase price. Ms. Williams also testified that AA Homes received the full amount of the purchase price for the Pankey home including the air conditioner, and that AA Homes paid the bill for the installation of the air conditioner.

AA Homes argues that because it paid someone else to install the air conditioner that it was not a condition of sale. AA Homes' contention is without merit. No evidence was presented showing that any portion of the purchase price was attributed to the installation of the air conditioner. Neither was evidence presented showing that the amount attributed by AA Homes to the air conditioner was the amount paid by AA Homes to the person who installed the air conditioner. The evidence shows that AA Homes agreed to have an air conditioner installed as part of the purchase price of the Pankey home regardless of the actual cost of installation and that Mr. Pankey agreed to pay the price listed on the contract for the home, including the air conditioner with the other options listed in the contract.

AA Homes also contends that the air conditioner was included in the sale contract only for financing purposes. Again, AA Homes' argument is groundless. No evidence was offered to show that AA Homes includes air conditioners in sales contracts for financing purposes for the Pankey home or any other manufactured home. Furthermore, this assertion is

contradicted by Ms. Williams' own testimony concerning the air conditioner's inclusion in the contract and the purchase price.

The record clearly shows the installation of the air conditioner constituted part of the consideration for which the total purchase price was to be paid. If the air conditioner had not been installed, AA Homes would have failed to comply with a contractual obligation. Thus, the Commission finds that the installation of the air conditioner into the Pankey home was a condition of sale of the Pankey home.

Regarding the Reeves home, the record shows that the home ordered by Robert and Wendy Reeves was to be built as per a display unit, serial number 32223, with certain exceptions. The evidence also indicates that the Reeves agreed to pay a set price for a home built to those specifications regardless of whether the display unit was a special show unit or not.

The sale contract for the Reeves home was used by AA Homes as the bill of sale to comply with Section 700.056. The contract states in part: "Bob and Wendy Reeves same as Serial #32223 except the following changes". The light fixtures in question were not listed.

AA Homes argues that the light fixtures were not included in the purchase price because they were not specifically listed on the contract. AA Homes' assertion is inaccurate. There would be no reason for the lights to be specifically listed within the contract because, as Ms. Williams testified, if the salesman thought certain fixtures such as lights contained in a display unit were included with that home, those features would not be specifically listed on the contract. Furthermore, it could be said that the lights were indirectly listed in the contract. By indicating that the home was to be built the "...same as serial #32223...",

the contract did include the light fixtures in that the lights at issue were contained in the display unit referenced as the model for the home ordered by the Reeves.

AA Homes also argues that the installation of the light fixtures was a manufacturer's warranty repair. AA Homes' assertion is erroneous. Any arrangement between AA Homes and Fairmont Homes, Inc. (Fairmont), the manufacturer of the mobile home, is irrelevant to the issues in this case. AA Homes' delivery of the proper home was the consideration for which the Reeves paid the purchase price. Any subsequent negotiation between AA Homes and Fairmont would not affect AA Homes' obligation to the Reeves.

Further, even if Fairmont's warranty was relevant, the installation of the light fixtures was not done as a warranty repair. The Fairmont warranty does not cover items contracted for but omitted, but rather covers the structural integrity of the home and specific systems. AA Homes' contention is also contrary to a letter from Fairmont to Staff in which Fairmont specifically denied authorizing AA Homes to install the light fixtures as a warranty repair.

The record clearly shows that the light fixtures contained in the display unit with serial number 32223 constituted part of the consideration for which the total purchase price was to be paid. Had the light fixtures not been installed, AA Homes would have failed to comply with a contractual obligation. Thus, the Commission finds that the installation of the light fixtures into the Reeves home was a condition of sale of the Reeves home.

II) Were The Homes Altered?

4 CSR 240-120.011(1)(B) defines alteration as meaning "...the replacement, addition, modification or removal after a certification label

has been affixed of any components for which the code includes a criterion." In 4 CSR 240-20.100, the Commission adopted the federal standards outlined in 24 CFR 3280 as the code to be applied to new manufactured homes.

The record shows that AA Homes replaced, added, modified or removed several components in the Pankey home for which criteria are detailed in 24 CFR 3280 when it had an air conditioner installed in the home. A hole was cut in the floor to install the return air grill for the air conditioner which constituted a partial removal of the floor component, a partial replacement with a grate, and a modification of the floor component. The addition of the return air grill and air ducts constituted an addition to and modification of the circulating air system, duct-work, grill support, and ventilation components of the home. Furthermore, the addition of the air conditioner itself has criteria in the code.

The record also shows that AA Homes replaced, added, modified, or removed several components in the Reeves home for which criteria are detailed in 24 CFR 3280 when it had the omitted light fixtures installed in the home. Roofing shingles were removed and holes cut in the roof to run the wiring into the home, constituting a partial removal of and modification of the roof component. Likewise, the addition of the branch circuits and necessary rewiring resulted in the addition to and modification of the branch circuit, branch circuit protection, wiring, and electrical components systems of the home.

The record clearly shows the installation of the air conditioner in the Pankey home and the light fixtures in the Reeves home resulted in replacements, additions, modifications, or removal of various components to the homes for which the code has established criteria. Thus,

the Commission finds that the installations of the air conditioner and the light fixtures constituted alterations to the Pankey and Reeves homes.

III) When Were The Sales Of The Homes Completed?

Under federal and state regulations, a manufactured home is subject to a prohibition of sale until all conditions of sale are satisfied. Section 24 CFR 3282.252(b) states that the prohibition applies to any manufactured home until the completion of the entire sales transaction and that a sales transaction is completed when all goods and services contracted for have been provided.

The installation of the air conditioner and the light fixtures into the Pankey and Reeves homes, respectively, was previously found to be a condition of sale of those homes. As such, the sale of the Pankey and Reeves homes could not have been completed until the final conditions to the sales of those homes had been performed. Thus, the Commission finds that the alterations to the Pankey and Reeves homes occurred prior to the completion of the sales of those homes.

AA Homes argues that the sales of the Pankey and Reeves homes were completed upon set-up and delivery, but such an assertion is contrary to state and federal regulations, and the record in this case. In point of fact, the sale of a manufactured home which has been altered is prohibited by 4 CSR 240-120.090 until approval of such alteration has been received from Staff. No such approval has occurred. Thus, the sales of the Pankey and Reeves homes have not been completed to date.

IV) Did AA Homes Violate Missouri Statutes Or Regulations?

Section 700.025, RSMo 1994, prohibits any alteration of a manufactured home which causes the home to be in violation of the code. Section 700.045(4), RSMo 1994, bars alterations to manufactured homes in a manner prohibited by Sections 700.10 to 700.115, RSMo 1994. Also, 4 CSR

240-120.090 prohibits the sale of a manufactured home which has been altered until approval of such alteration is obtained from Staff.

The record is clear that by installing the air conditioner and light fixtures in the Pankey and Reeves homes, respectively, AA Homes altered new manufactured homes to which a seal had been attached. The record also establishes that AA Homes failed to seek or obtain Staff's approval of those alterations. Thus, the Commission finds that AA Homes has violated Sections 700.025 and 700.045(4), RSMo 1994, and 4 CSR 240-120.090.

Upon initial inspection, this case may seem to be much ado about nothing. However, the statutes and regulation AA Homes has been found to have violated are not merely insignificant technicalities. They were enacted to prevent dealers from making changes to a manufactured home after the home had been certified as complying with the code which could pose a danger to an unsuspecting buyer, and continued violation of these regulations could endanger the public. If the Commission chooses not to enforce these regulations, what other regulations does it ignore?

Furthermore, this matter could have easily been resolved long before reaching this point. AA Homes' failure to merely respond to Staff's communications concerning this case reveals a contemptuous attitude toward the Commission's regulatory authority. It is one thing to disagree about the interpretation of a regulation, but it is quite another to simply ignore the Commission. The Commission suggests that in the future AA Homes respond to any communications from the Commission or its Staff, even if to only indicate disagreement.

The Commission determines that AA Homes' certificate should be suspended. Also, in consideration of the number and the nature of the violations, the Commission determines that AA Homes' certificate should be

suspended for a period of thirty days or until such time as AA Homes submits an application for approval of the alterations to the Pankey and Reeves homes, whichever occurs first.

Conclusions of Law

The Missouri Public Service Commission has arrived at the following conclusions of law:

The Commission has jurisdiction over manufactured homes and manufactured home dealers pursuant to Chapter 700, RSMo 1994. In 4 CSR 240-120.100, the Commission adopted the Federal Manufactured Home Standards as set forth in 24 CFR 3280.

Section 700.025, RSMo 1994, provides that no person shall alter or cause to be altered any manufactured home to which a seal has been affixed, if such alteration or conversion causes the manufactured home to be in violation of the code. Section 700.045(4) declares it a misdemeanor to alter a manufactured home in a manner prohibited by the provisions of Sections 700.010 to 700.115, RSMo 1994.

Section 700.040.5, RSMo 1994, states that "[t]he commission may issue and promulgate such rules as necessary to make effective the code and the provisions of Sections 700.010 to 700.115." In order to effectuate the code and provisions of Chapter 700, the Commission found it necessary to promulgate 4 CSR 240-120.011(1)(B) and 4 CSR 240-120.090.

4 CSR 240-120.011(1)(B) defines "alteration" as meaning "...the replacement, addition, modification or removal after a certification label has been affixed of any components for which the code includes a criterion[.]" 4 CSR 240-120.090 states in pertinent part:

(1) No certified new manufactured home...on which alteration has been made shall be rented, leased or sold...unless the alteration has been approved in writing by the director.

(2) Director approval of alterations shall be requested by a written application executed on a form provided by the director upon request. Applications may be submitted only by the person or entity who owns the new manufactured home to which the alteration for which approval is sought has been made.

Section 700.056, RSMo 1994, requires a dealer to provide a purchaser with a bill of sale containing both the total price for the unit and its contents, and a separate list of any other costs. Section 700.056 reads:

Every dealer of a manufactured home offered for sale in this state shall at the time of sale provide the purchaser with a bill of sale containing at least the following: The total price of the unit and its contents, a list of all furniture and appliances in the manufactured home, any other costs which will be assessed to the purchaser such as transportation, handling, or other costs, and the sales tax payable for such manufactured home.

Pursuant to Chapter 42 USC 5401 et seq., the United States Department of Housing and Urban Development (HUD) promulgated 4 CFR 3282 to detail the procedures for implementation of 4 CFR 3280. 4 CFR 3282.7(c) defines "alteration" as "the replacement, addition, and modification, or removal of any equipment or installation...which may affect the construction, fire safety, occupancy, plumbing, heating, heat-producing or electrical system. It includes any modification made in the manufactured home which may affect the compliance of the home with standards...." In addition, 4 CFR 3282.252 states in pertinent part:

(a) No distributor or dealer shall make use of any means of transportation affecting interstate or foreign commerce or the mails to sell, lease, or offer for sale or lease in the United States any manufactured home manufactured on or after the effective date of an applicable standard unless:

(1) There is affixed to the manufactured home a label certifying that the manufactured home

conforms to applicable standards as required by § 3282.205(c), and

(2) The distributor or dealer, acting as a reasonable distributor or dealer, does not know that the manufactured home does not conform to any applicable standards.

(b) This prohibition applies to any affected manufactured home until the completion of the entire sales transaction. A sales transaction with a purchaser is considered completed when all goods and services that the dealer agrees to provide at the time the contract was entered into have been provided. Completion of a retail sale will be at the time the dealer completes set-up of the manufactured home if the dealer has agreed to provide the set-up, or at the time the dealer delivers the home to the transporter, if the dealer has not agreed to transport or set up the manufactured home, or to the site if the dealer has not agreed to provide set-up.

Section 700.100.3(9), RSMo 1994, authorizes the Commission to suspend, revoke, place on probation, or refuse to renew a registration of a manufactured home dealer for engaging in conduct in violation of Section 700.045. Furthermore, Section 700.115.2, RSMo 1994, establishes penalties to be assessed anyone who violates any provision of Chapter 700.

Several issues were raised in the course of this proceeding. Each issue will be discussed in turn.

I) Were The Items Installed As A Condition Of Sale?

AA Homes argues that the air conditioner was included in the sale contract for the Pankey home only for financing purposes. Every dealer of manufactured homes is required by Section 700.056, RSMo 1994, to provide a buyer with a bill of sale containing the total price of the unit and its contents, and a separate list of any other costs. The Commission has found that the sale contract, used by AA Homes as the bill of sale to comply with Section 700.056, lists the air conditioner with other items

under the heading "Optional Equipment, Labor and Accessories" and that the contract lists no separate price for the air conditioner.

AA Homes' argument is unpersuasive and unsupported by case law. The language of the sale contract for the Pankey home is clear and unambiguous. Rather than simply a different interpretation of the language in the contract, AA Homes' position would require the insertion of new language into the contract. The Missouri Supreme Court has stated, "A court will not resort to construction where the intent of the parties is expressed in clear and unambiguous language for there is nothing to construe." *J. E. Hathman, Inc. v. Sigma Alpha Epsilon Club*, 491 S.W.2d 261, at 264 (Mo. banc 1973). The Supreme Court has also ruled that the expressed intention of parties to an unambiguous contract must be given effect. *Needles v. Kansas City, Missouri*, 371 S.W.2d 300 (Mo. 1963). Thus, given the clear, unequivocal language in the sale contract, the Commission concludes that the installation of the air conditioner into the Pankey home was a condition of sale of the Pankey home.

In addition, AA Homes argues that the light fixtures were not included in the purchase price of the Reeves home because they were not specifically listed on the sale contract and that the installation of the light fixtures was a manufacturer's warranty repair. The Commission has found that the sale contract, used by AA Homes as the bill of sale to comply with Section 700.056, states: "Bob and Wendy Reeves same as serial #32223 except the following changes". The Commission also has found that the light fixtures were contained in the display unit, but were not listed in the contract.

AA Homes' argument is without merit. The language of the sale contract for the Reeves home is clear and unambiguous. Again, rather than simply a different interpretation of the language in the contract, AA

Homes' argument would require the insertion of new language into the contract. As noted previously, the Missouri Supreme Court has ruled that where the language is unambiguous, the intent of the parties should be given effect. See: *Hathman*, 491 S.W.2d 261 and *Needles*, 371 S.W.2d 300. "An unambiguous instrument cannot be judicially construed, but unequivocal language in a written document must be given its plain, ordinary and usual meaning." *State ex rel. Prudential Ins. Co. of America v. Bland*, 185 S.W.2d 654 (Mo. 1945).

No one would logically interpret the plain, ordinary, and usual meaning of the language in the contract to mean the home was to be built as per the display except the following changes if that display had not been adapted for a show home. The clear, unambiguous language of the contract can have but one meaning: that the home was to be built exactly like the home identified as serial #32223 with certain listed exceptions. Thus, the Commission concludes that the installation of the light fixtures into the Reeves home was a condition of sale of the Reeves home.

II) Were The Homes Altered?

AA Homes argues that the definition of alteration found in 24 CFR 3282.7(c) is the controlling definition of alteration and that the installations done to the Pankey and Reeves homes do not fall within that definition. However, AA Homes' reasoning is faulty.

24 CFR 3282 was established by HUD pursuant to 42 USC 5401 et seq. (hereinafter referenced as 5401). 5401 requires HUD to establish federal manufactured home construction and safety standards, and to issue regulations to carry out 5401. HUD enacted 24 CFR 3280 which contains the construction and safety standards for manufactured housing, and 24 CFR 3282 which sets out the procedures for the implementation of section 3280.

24.CFR 3282 does not contain construction or safety standards, but merely sets out the procedures to follow in implementing 24 CFR 3280. 5401 specifically states that it does not take precedence over state law unless the state law is contrary to an established federal construction or safety standard. The definition of alteration found in 24 CFR 3282.7(c) is not a construction or safety standard. Thus, the Commission concludes that the definition of alteration in 24 CFR 3282.7(c) does not preempt the definition of alteration found in 4 CSR 240-120.011(1)(B).

Nonetheless, even if the definition of alteration contained in 24 CFR 3282.7(c) did preempt the state definition, the installations in the Pankey and Reeves homes would still constitute alterations. The Commission has found that the installation of the air conditioner in the Pankey home required: a hole to be cut in the floor; the addition of grill-work, dampers and duct-work; and the installation of a thermostat. Similarly, the Commission has found that the installation of the light fixtures in the Reeves home required: holes to be cut in the roof; the addition of branch circuits and receptacles; and rewiring of the home. The installation of the air conditioner and light fixtures resulted in alterations of the Pankey and Reeves homes clearly within the meaning of 24 CFR 3282.7(c), in that the installations required the "...replacement, addition, and modification, or removal of any equipment or installation...which may effect the construction, fire safety,...heat-producing or electrical system." 24 CFR 3282.7(c). Thus, the Commission concludes that the installations of the air conditioner and the light fixtures constituted alterations to the Pankey and Reeves homes.

III) When Were The Sales Of The Homes Completed?

AA Homes contends that the latest point a sale of a manufactured home can be completed is upon delivery and set-up. AA Homes

bases its contention on language in 24 CFR 3282.252(b) which states: "Completion of a retail sale will be at the time the dealer completes set-up...if the dealer has agreed to provide the set-up, or at the time the dealer delivers the home...to the site if the dealer has not agreed to provide set-up."

AA Homes' analysis is flawed and contrary to the rules of statutory construction. Its interpretation ignores the preceding sentence of 24 CFR 3282.252(b) which states: "A sales transaction with a purchaser is considered completed when all goods and services that the dealer agrees to provide at the time the contract was entered into have been provided."

The Missouri Supreme Court has held that each word, clause and sentence of a statute must be given effect. *State v. Carter*, 319 S.W.2d 596 (Mo. 1959). No part of a statute should be rendered inoperative, superfluous, void or insignificant. *State v. Carter*, id. Statutory construction involves a reading of the whole statute, with each word and phrase working together to effectuate the legislative intent. *Community Federal Savings & Loan v. Director of Revenue*, 742 S.W.2d 794 (Mo. 1988). AA Homes' interpretation of 24 CFR 3282.252(b) is in error because it would in effect give no meaning to an entire sentence.

The sentence cited by AA Homes in support of its theory is actually a recitation listing conditions that would prevent the completion of a sale. The preceding sentence is a general, inclusive provision stating that a sale is complete when all goods and services that a dealer agrees to provide have been provided. This general provision is then followed by the sentence cited by AA Homes, consisting of examples of goods and services a dealer may agree to provide that would constitute consideration to the purchaser and bar completion of the sale until performed. The Commission concludes that 24 CFR 3282.252(b) establishes

that no sale is complete until all goods and services the dealer agreed to provide are completed, then lists examples of goods and services which could prevent the finalization of a sale until performed.

Furthermore, 24 CFR 3282.252(b), like the other provisions of 24 CFR 3282, does not contain construction or safety standards. Accordingly, it does not preempt 4 CSR 240-120.090 which prohibits the sale of a manufactured home which has been altered until approval of such alteration has been received from Staff. The Commission has found that no such approval has occurred. Thus, the Commission concludes that the sales of the Pankey and Reeves homes have not yet been completed.

IV) Did AA Homes Violate Missouri Statutes Or Regulations?

Section 700.025, RSMo 1994, prohibits any alteration of a manufactured home which causes the home to be in violation of the code. Section 700.045(4), RSMo 1994, declares it a misdemeanor to alter a manufactured home in a manner prohibited by the provisions of Sections 700.010 to 700.115, RSMo 1994. As noted previously, 4 CSR 240-120.090 prohibits the sale of a manufactured home which has been altered until approval of such alteration is obtained from Staff.

In addition, 4 CSR 240-120.090(2) sets out the procedure for obtaining approval of alterations. It states in pertinent part: "Applications may be submitted only by the person or entity who owns the new manufactured home to which the alteration for which approval is sought has been made." Because 4 CSR 240-120.090 prohibits the sale of the Pankey and Reeves homes from the time those homes were first altered, and the alterations occurred prior to the completion of either sale, AA Homes is the owner of the homes for purposes of regulation by the Commission.

The Commission has found that AA Homes has violated Sections 700.025 and 700.045(4), RSMo 1994, and 4 CSR 240-120.090. Thus, the

Commission concludes that AA Homes' certificate should be suspended for a period of thirty days or until such time as AA Homes submits an application for approval of the alterations to the Pankey and Reeves homes, whichever occurs first.

IT IS THEREFORE ORDERED:

1. That the certificate of registration of AA Mobile Home Sales, Inc. is hereby suspended for a period of thirty (30) days from the effective date of this Report and Order or until such time as AA Mobile Home Sales, Inc. submits an application pursuant to 4 CSR 240-120.090 for approval of the alterations to the manufactured homes of Robert and Wendy Reeves, and Billy Pankey, whichever occurs first.

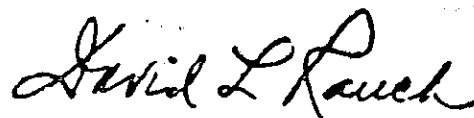
2. That AA Mobile Home Sales, Inc. shall submit an application seeking approval of the alterations to the manufactured homes of Robert and Wendy Reeves, and Billy Pankey, pursuant to 4 CSR 240-120.090.

3. That the General Counsel of the Commission is hereby authorized to seek penalties against AA Mobile Home Sales, Inc. pursuant to Section 700.115.2, RSMo 1994.

4. That this Report and Order shall become effective on June 19, 1995.

BY THE COMMISSION

(S E A L)



David L. Rauch
Executive Secretary

Mueller, Chm., McClure, Perkins,
Kincheloe and Crumpton, CC., Concur
and certify compliance with the provisions
of Section 536.080, RSMo 1994.

Dated at Jefferson City, Missouri,
on this 9th day of June, 1995.