

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

Director of the Manufactured Housing and)
Modular Units Program of the Public Service)
Commission,)
Complainant,)
v.)
5 Star Homes and Development Company, Inc.,)
Respondent.)

File No.: MC-2010-0311

RESPONDENT'S ANSWER TO COMPLAINT

COMES NOW, 5 Star Homes and Development Company, Inc., by and through Counsel, Derek S. Thrasher, LLC, and for its Answer to Complaint and states as follows:

AUTHORITY AND GENERAL ALLEGATIONS

1. Admit

2. Admit

3. Respondent was, until December 31, 2009, registered as a licensed Manufactured Home or Modular Unit Dealer. Further responding, Respondent is not operating as a Manufactured Home or Modular Unit Dealer.

4. (a) Respondent is without sufficient knowledge to form a belief as to the truthfulness of the allegation contained in paragraph 4(a) of Complainant's Complaint and therefore denies same.

(b) Respondent is not operating as a licensed Manufactured Home or Modular Unit Dealer. Further responding, Respondent denies all other allegations contained in paragraph 4(b).

(c) Respondent denies that it has changed its place of business. Further responding, Respondent is without sufficient knowledge to form a belief as to the truthfulness of the remaining allegation contained in paragraph 4c of Complainant's Complaint and therefore denies same.

5. Respondent denies that there are deficiencies in its renewal application.

6. Respondent refuses to answer pursuant to his rights under the 5th Amendment of the United States Constitution.

7. Paragraph 7 does not constitute an allegation against the Respondent and therefore requires no further response.

8. Paragraph 8 does not constitute an allegation against the Respondent and therefore requires no further response.

9. Paragraph 9 does not constitute an allegation against the Respondent and therefore requires no further response.

SPECIFIC FACTS IN SUPPORT OF ALLEGATIONS

The Grady Home

10. Respondent incorporates by reference, as if fully set forth herein, its responses to paragraphs 1 – 9.

11. Respondent refuses to answer pursuant to his rights under the 5th Amendment of the United States Constitution.

12. Respondent refuses to answer pursuant to his rights under the 5th Amendment of the United States Constitution.

13. Respondent refuses to answer pursuant to his rights under the 5th Amendment of the United States Constitution.

14. Respondent refuses to answer pursuant to his rights under the 5th Amendment of the United States Constitution.

15. Respondent refuses to answer pursuant to his rights under the 5th Amendment of the United States Constitution.

16. Respondent refuses to answer pursuant to his rights under the 5th Amendment of the United States Constitution.

17. Respondent refuses to answer pursuant to his rights under the 5th Amendment of the United States Constitution.

18. Respondent refuses to answer pursuant to his rights under the 5th Amendment of the United States Constitution.

19. Respondent incorporates by reference, as if fully set forth herein, its responses to paragraphs 1 – 18.

20. a) Respondent refuses to answer pursuant to his rights under the 5th Amendment of the United States Constitution.

b) Respondent refuses to answer pursuant to his rights under the 5th Amendment of the United States Constitution.

c) Respondent refuses to answer pursuant to his rights under the 5th Amendment of the United States Constitution.

21. Respondent refuses to answer pursuant to his rights under the 5th Amendment of the United States Constitution.

22. Respondent refuses to answer pursuant to his rights under the 5th Amendment of the United States Constitution.

23. Deny

COUNT 1: Failure to Correct Code Violations of the Grady Home

24. Respondent incorporates by reference, as if fully set forth herein, its responses to paragraphs 10 – 18.

25. Respondent refuses to answer pursuant to his rights under the 5th Amendment of the United States Constitution.

26. Respondent refuses to answer pursuant to his rights under the 5th Amendment of the United States Constitution.

COUNT 2: Failure to Arrange for the Setup of the Gordon Home

27. Respondent incorporates by reference, as if fully set forth herein, its responses to paragraphs 19 – 22.

28. Respondent refuses to answer pursuant to his rights under the 5th Amendment of the United States Constitution.

COUNT 3: Failure to Arrange for the Setup of the White Home

29. Respondent incorporates by reference, as is fully set forth herein, its responses to paragraphs 19 – 28.

30. Respondent refuses to answer pursuant to his rights under the 5th Amendment of the United States Constitution.

COUNT 4: Failure to Arrange for the Setup of the Mugler Home

31. Respondent incorporates by reference, as if fully set forth herein, its responses to paragraphs 19 – 22.

32. Deny

COUNT 5: Failure to Pay Re-Inspection Fee

33. Respondent incorporates by reference, as if fully set forth herein, its responses to paragraphs 1 – 9.

34. Respondent refuses to answer pursuant to his rights under the 5th Amendment of the United States Constitution.

35. Respondent refuses to answer pursuant to his rights under the 5th Amendment of the United States Constitution.

RELIEF SOUGHT

36. Respondent incorporates by reference, as if fully set forth herein, its responses to paragraphs 1 – 34.

37. (a) Respondent is not operating as a licensed Manufactured Home or Modular Unit Dealer.

(b) Respondent refuses to answer pursuant to his rights under the 5th Amendment of the United States Constitution.

(c) Respondent refuses to answer pursuant to his rights under the 5th Amendment of the United States Constitution.

(d) Deny

38. Paragraph 38 does not constitute an allegation against the Respondent and therefore requires no further response.

SERVICE

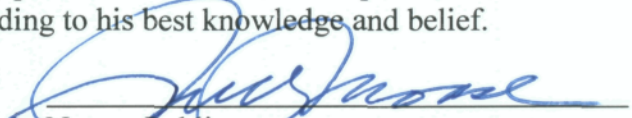
39. Paragraph 39 does not constitute an allegation against the Respondent and therefore requires no further response.

Five Star Homes and Development
Company, Inc.

BY: 
Jeff Kasten, President

STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)


Comes now JEFF KASTEN, being of lawful age and after being first duly sworn upon his oath, states that he has read the foregoing, Respondent's Answer To Complaint, and that the facts contained therein are true and correct according to his best knowledge and belief.


Notary Public

My Commission Expires:

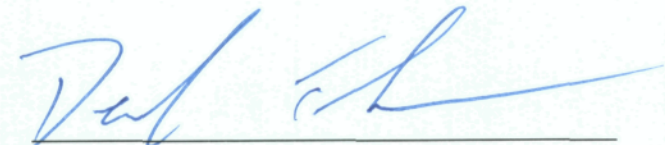


Respectfully submitted,


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Certificate of Service

The undersigned hereby certifies that a true and correct copy of the foregoing Respondent's Answer To Complaint was furnished by US First Class Mail, postage prepaid upon Robert S. Berlin, Attorney for Complainant, at P.O. Box 360, Jefferson City, Missouri, 65102 on the 7th day of September, 2010.


Derek S. Thrasher