



Commissioners

SHEILA LUMPE  
Chair

CONNIE MURRAY

KELVIN L. SIMMONS

STEVE GAW

Missouri Public Service Commission

POST OFFICE BOX 360  
JEFFERSON CITY, MISSOURI 65102  
573-751-3234  
573-751-1847 (Fax Number)  
<http://www.psc.state.mo.us>

June 14, 2001

WESS A. HENDERSON  
Director, Utility Operations

ROBERT SCHALLENBERG  
Director, Utility Services

DONNA M. KOLILIS  
Director, Administration

DALE HARDY ROBERTS  
Secretary/Chief Regulatory Law Judge

DANA K. JOYCE  
General Counsel

Mr. Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
P. O. Box 360  
Jefferson City, MO 65102

RE: Case No. MC-2000-541

Dear Mr. Roberts:

Enclosed for filing in the above-captioned case are an original and eight (8) conformed copies of the **JOINT MOTION TO DISMISS AND SETTLEMENT AGREEMENT AND RELEASE**.

This filing has been mailed or hand-delivered this date to all counsel of record.

Thank you for your attention to this matter.

Sincerely yours,

Bruce H. Bates  
Associate General Counsel  
(573) 751-7434  
(573) 751-9285 (Fax)

BHB/lb  
Enclosure  
cc: Counsel of Record

FILED<sup>3</sup>

JUN 14 2001

Missouri Public  
Service Commission

BEFORE THE PUBLIC SERVICE  
COMMISSION OF THE STATE OF MISSOURI

FILED<sup>3</sup>

JUN 14 2001

Missouri Public  
Service Commission

Director of the Division of Manufactured  
Homes, Recreational Vehicles and Modular  
Units of the Public Service Commission,

Complainant,

v.

Rightway Homes,

Respondent.

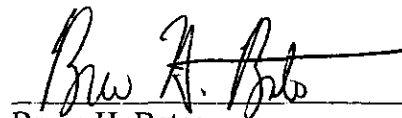
Case No. MC-2000-541

**JOINT MOTION TO DISMISS**

COMES NOW Complainant, the Director of the Division of Manufactured Homes, Recreational Vehicles and Modular Units of the Public Service Commission, and Respondent, Rightway Homes, by and through counsel, and pursuant to 4 CSR 240-2.116 hereby dismisses the Complaint in the above-captioned cause.

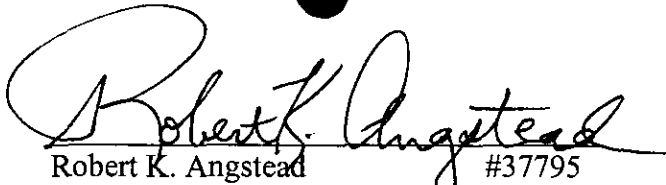
Respectfully submitted,

DANA K. JOYCE  
General Counsel



Bruce H. Bates #35442  
Associate General Counsel

Attorney for the Staff of the  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, MO 65102  
(573) 751-7434 (Telephone)  
(573) 751-9285 (Fax)  
[bbates@mail.state.mo.us](mailto:bbates@mail.state.mo.us) (E-Mail)



Robert K. Angstead #37795  
NEWMAN, COMLEY & RUTH, P.C.  
601 Monroe Street, Suite 301  
P. O. Box 537  
Jefferson City, Missouri 65102-0537  
(573) 634-2266 (Telephone)  
(573) 636-3306 (Fax)  
[angsteadr@ncrpc.com](mailto:angsteadr@ncrpc.com) (E-Mail)

Counsel for Rightway Homes

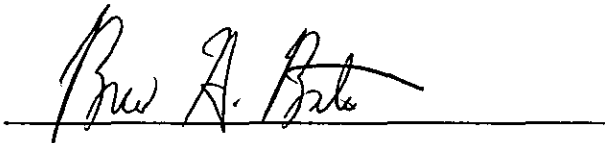
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document was sent by U.S. Mail, postage prepaid, or hand delivered, on this 14th day of June, 2001, to:

Office of Public Counsel  
P.O. Box 7800  
Jefferson City, MO 65102

Mark D. Calvert  
Carnahan, Hickle & Calvert  
P.O. Box 698  
Rolla, MO 65402

Doyle M. Murr  
P.O. Box 185  
Salem, MO 65560



## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Settlement Agreement") is made and entered into this 14th day of June, 2001, by and between:

"Complainant"            Director of the Division of Manufactured Homes, Recreational  
Vehicles and Modular Units of the Public Service Commission

"Respondent" Rightway Homes

### Recitals

A.     On March 6, 2000, the Director of the Division of Manufactured Homes, Recreational Vehicles and Modular Units of the Missouri Public Service Commission filed a Complaint with the Missouri Public Service Commission against Rightway Homes, alleging that Rightway Homes failed to arrange for the proper initial setup of a manufactured home. The Commission issued its Notice of Complaint on March 9, 2000.

B.     The parties desire to enter into this Settlement Agreement to resolve and dismiss the Complaint filed against Rightway Homes by the Director of the Division of Manufactured Homes, Recreational Vehicles and Modular Units of the Missouri Public Service Commission, and to discharge all claims which have, or might be made, by reason of the incidents described in Recital A above, upon the terms and conditions set forth below.

### Agreement

The parties agree as follows:

#### 1.0     Release and Discharge

1.1     In consideration of the probationary period set forth below, Complainant hereby completely releases and forever discharges Rightway Homes from any and all past and present claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of service, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory of recovery, which the Complainant now has, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out of the incidents described in Recital A above or the proceeding pursued in this matter by Complainant.

1.2     This release, on the part of the Complainant, shall be a fully binding and complete settlement between the Complainant and the Respondent, and their heirs, assigns and successors.

#### 2.0     Probationary Period

In consideration of the release set forth above, Respondent agrees to a 90-day

probationary period wherein Respondent agrees that it will not have any further violations of the National Manufactured Home Construction and Safety Standards Act of 1974, within a 90-day period from the date the Missouri Public Service Commission dismisses the above-referenced complaint.

### **3.0 Attorney's Fees**

Each party hereto shall bear all attorney's fees and costs arising from the actions of its own counsel in connection with this Settlement Agreement, the matters and documents referred to herein, and all related matters.

### **4.0 Representation of Comprehension of Document**

In entering into this Settlement Agreement, the Complainant represents that the terms of this Settlement Agreement have been completely read and that the terms of this Settlement Agreement are fully understood and voluntarily accepted by Complainant.

### **5.0 Warranty of Capacity to Execute Agreement**

Complainant represents and warrants that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein and that Complainant has the sole right and exclusive authority to execute this Settlement Agreement.

### **6.0 Governing Law**

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Missouri.

### **7.0 Additional Documents**

All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

### **9.0 Entire Agreement and Successor in Interest**

This Settlement Agreement contains the entire agreement between the Complainant and Respondent with regard to the matters set forth in it and shall be binding upon and enure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

### **10.0 Effectiveness**

This Settlement Agreement shall become effective immediately following the

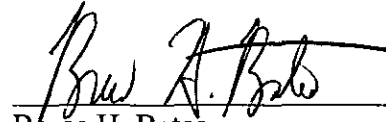
Missouri Public Service Commission's approval of same.

COMPLAINANT

DANA K. JOYCE

General Counsel

By:



Bruce H. Bates #35442

Associate General Counsel

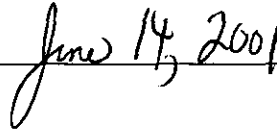
Attorney for the Staff of the

Missouri Public Service Commission

P.O. Box 360

Jefferson City, MO 65102

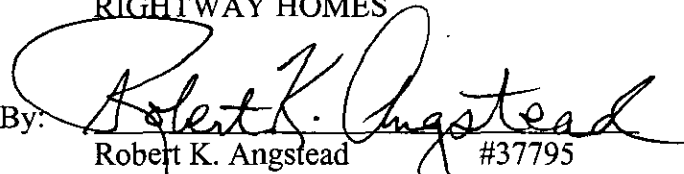
Dated:



RESPONDENT

RIGHTWAY HOMES

By:



Robert K. Angstead #37795

601 Monroe Street, Suite 301

P.O. Box 537

Jefferson City, MO 65102

**Service List for  
Case No. MC-2000-541  
Verified: June 14, 2001 (lb)**

**Office of the Public Counsel  
P.O. Box 7800  
Jefferson City, MO 65102**

**Doyle M. Murr  
P.O. Box 185  
Salem, MO 65560**

**Robert K. Angstead  
Newman, Comley & Ruth  
P.O. Box 537  
Jefferson City, MO 65102-0537**

**Jim Levin, Director  
Center For Dispute Resolution  
206 Hulston Hall  
Columbia, MO 65211**