

**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, )

Case No. MC-2004-0271

v. )

Coachman Homes of Eureka, Inc., d/b/a )

Coachman Homes of Eureka, Inc. )

Respondent. )

**STIPULATED AGREEMENT**

This *Stipulated Agreement* is made and entered into this 18th day of May, 2004, by and between the Manager of the Manufactured Housing and Modular Units Program of the Missouri Public Service Commission ("Manager", "Program", and "Commission") and Coachman Homes of Eureka, Inc. d/b/a Coachman Homes of Eureka, Inc. ("Coachman"), a Missouri Corporation.

**RECITALS:**

- A. The Manager filed a *Complaint* against Coachman on or about the 29<sup>th</sup> day of December 2003, in Commission Case No. MC-2004-0271.
- B. The *Complaint* alleged that Coachman failed to properly set up a new manufactured home and failed to correct such problem within a reasonable time not to exceed ninety days after being ordered to do so.
- C. On March 17, 2004 the parties submitted to mediation in an attempt to resolve the issues raised in the *Complaint*.

**NOW, THEREFORE**, the parties agree and stipulate as follows:

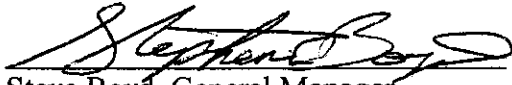
1. The Manager agrees to move to dismiss this Case No. MC-2004-0271 if the Commission approves this *Stipulated Agreement*.
2. Coachman will pay a \$2,000.00 penalty to the Commission within ten (10) days of the Commission's approval of this *Stipulated Agreement*.
3. Coachman will not have its dealer's registration suspended, revoked or placed on probation as a result of this *Complaint*.
4. Within thirty (30) days after execution of this *Stipulated Agreement*, Coachman will provide to the Manager a list showing the addresses of all manufactured homes that subcontractor Kurt Nager anchored with anchoring devices for Coachman between January 1, 2000, and March 17, 2004.
5. Representatives for the Manager will choose from the said list a number of homes that represents 10% of all homes on the list or 25 homes, whichever is fewer, and will send that list to Steve Boyd, General Manager at Coachman. Upon receipt of the list of homes chosen by the Manager, Coachman will have sixty (60) days to inspect, with the Manager or any entity assigned and approved by the Manager, the anchoring of those homes and to make any necessary repairs if any major anchoring problems are discovered. If Coachman makes the necessary repairs in a timely manner, Coachman will not have to pay any additional penalty for anchoring problems described in this *Complaint*.
6. If a major anchoring problem occurs to a home sold through Coachman's St. Peters, Eureka or Herculaneum locations within five (5) years after the date the parties sign the *Stipulated Agreement*, Coachman agrees to pay a \$5,000.00 penalty for each new occurrence and the Manager reserves the right to re-file this case for reconsideration.

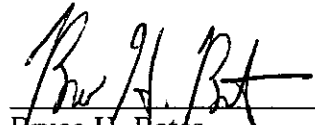
7. For the purpose of this stipulated agreement only, a "major anchoring problem" is defined as any anchor changed, altered, or manipulated from its intended use.

8. Coachman agrees not to use Kurt Nager as a subcontractor to anchor any manufactured homes in Missouri in the future.

The parties hereby agree to the terms of this stipulated agreement and do hereby submit this agree for approval by the Commission.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands the day and year first above written.

  
Steve Boyd, General Manager,  
Coachman Homes, Inc.

  
Bruce H. Bates  
Associate General Counsel  
Missouri Bar No. 35442  
Attorney for the Manager of the  
Manufactured Housing and Modular Units  
Program of the Missouri Public Service  
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Dated: May 11, 2004

Dated: May 18, 2004

**Service List for**  
**Case No. MC-2004-0271**  
**Verified: May 18, 2004 (SW)**

**Office of the Public Counsel**  
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**Timothy R. Huff**  
**Coachman Homes of Eureka**  
**131 Jefferson Street**  
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