

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

Director of the Manufactured Housing and Modular Units )  
Program of the Missouri Public Service Commission, )

Complainant, )

v. )

Champion Home Builders, Inc. )

Respondent. )

**File No. MC-2016-0021**

**STIPULATION AND AGREEMENT**

On July 30, 2015, the Director of the Manufactured Housing and Modular Units Programs (Director), pursuant to his duly delegated authorities, filed his *Complaint* against Champion Home Builders, Inc. (Respondent), a regulated manufactured housing manufacturer, as defined in § 700.010(7), RSMo., alleging multiple violations of Commission rules and seeking statutory penalties defined in § 700.015, 700.045, and 700.100, RSMo. On August 28, the Respondent filed its *Answer to Complaint and Demand for Formal Mediation*, asserting several affirmative defenses to the allegations made by the Director and a request for dispute resolution through the HUD Manufactured Home Dispute Resolution Program, pursuant to 24 C.F.R. § 3288.25.

On September 14, 2015, the Commission issued its *Order Setting Mediation* to provide the Parties an opportunity to resolve the issues identified in the complaint. On October 30, 2015, the Commission issued its *Order Granting Motion for Continuance* to afford the Parties further opportunity to seek resolution.

As a result of the mediation conference and further discussions, the parties have reached the following Stipulations and Agreements that resolve all issues for purposes of this case.

1. The Director and Respondent have met to discuss whether they can resolve their differences regarding issues raised in this complaint. The Director and Respondent have reached a resolution to the issues to the satisfaction of the homeowners of the unit in question. The Respondent commits to resolving all outstanding issues identified in the respective case files inspection reports to the satisfaction of the homeowner by providing payment of \$8,000 to the homeowners who have agreed to coordinate repairs independently<sup>1</sup> if the Director were to suspend the proceedings and withdraw its complaint. The Director agrees to dismiss and withdraw its complaint upon presentation of a release signed by the homeowner(s) that the issues identified in the inspectors' reports have been addressed to the satisfaction of the homeowners.

2. The Respondent commits to provide prompt response to notices issued by the Commission and timely submission of required reports in compliance with Commission rules.

3. The parties are entering into this Stipulation and Agreement ("Stipulation") for settlement purposes only and none of the signatories to this Stipulation shall be prejudiced or bound in any manner by the terms of this Stipulation in this or any other

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<sup>1</sup> A recurring obstruction in this proceeding has been the inability of the homeowners to provide access during business hours to the manufactured home, as it is not the primary residence of the homeowners, so that the Respondent may make the necessary repairs to address the Director's complaint. The homeowners have declared their own capability and interest in coordinating and performing the repairs as they see fit. The Director notes that the Respondent has successfully repaired several issues identified in its initial Inspection Report, however believes this arrangement to be the preferred course of action to preserve the interests of the Respondent and homeowners.

Commission, judicial review or other proceeding, except as otherwise expressly specified herein.

4. This Stipulation has resulted from extensive negotiations among the signatories and the terms hereof are interdependent. In the event the Commission does not approve this Stipulation, or approves this Stipulation with modifications or conditions that a Party to this proceeding objects to, then this Stipulation shall be void and no signatory shall be bound by any of the agreements or provisions hereof.

5. In the event the Commission accepts the specific terms of this Stipulation, the Parties waive, with respect to the issues resolved herein: their respective rights pursuant to Section 536.080.1, RSMo., to present testimony, to cross-examine witnesses, and to present oral argument and written briefs; their respective rights to the reading of the transcript by the Commission pursuant to Section 536.080.2, RSMo.; and their respective rights to judicial review of the Commission's Report and Order in this case pursuant to Section 386.510, RSMo.

6. If requested, the Director and Respondent shall make themselves available at any agenda meeting at which this Stipulation and Agreement is considered by the Commission to answer any questions the Commission may have regarding this Stipulation and Agreement.

**WHEREFORE**, for the foregoing reasons, the undersigned Parties respectfully request that the Commission issue its Order approving all of the specific terms and conditions of this Stipulation and Agreement.

Respectfully submitted,

**/s/ Hampton Williams**

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**/s/ William Thomas**

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ATTORNEY FOR CHAMPION  
HOMEBUILDERS, INC.

### **CERTIFICATE OF SERVICE**

I hereby certify that copies of the foregoing have been mailed with first-class postage, hand-delivered, transmitted by facsimile or electronically mailed to all counsel of record this 7<sup>th</sup> day of January, 2016.

**/s/ Hampton Williams**