

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

The Director of the Manufactured Homes  
and Modular Units Program of the  
Missouri Public Service Commission,

Complainant,

v.

Michael Goodwin  
621 Blue Bunting Circle,  
Moscow Mills, MO 63362

Respondent

**Case No. MC-2018-0236**

**STAFF’S MOTION REGARDING STIPULATION AND AGREEMENT**

**COMES NOW** Staff of the Missouri Public Service Commission (“Staff”), by and through counsel, and for its *Motion Regarding Stipulation and Agreement*, states as follows:

1. On July 11, 2018, the Commission issued its *Order Suspending Procedural Schedule and Directing Filing of Status Report*, directing Staff to file a copy of any agreement reached with Complainant or a status report on this case no later than September 3, 2018.

2. On August 30, 2018, Staff filed its *Status Report* stating the agreement which served as the basis for the request to suspend the procedural schedule in this matter had not been executed by the parties and requesting an evidentiary hearing.

3. The anticipated agreement has now come to fruition, and Staff submits the Stipulation and Agreement attached to this *Motion*.

4. Staff requests the Commission suspend the Procedural Schedule and other Procedural Requirements and approve the Stipulation and Agreement; Staff will

be available at either an Agenda meeting or an on the record presentation at the time this Stipulation and Agreement is taken up by the Commission.

**WHEREFORE**, Staff respectfully requests the Commission issue an order approving the Stipulation and Agreement, suspending the Procedural Schedule and other Procedural Requirements, and to grant any such further relief as is just in these circumstances.

Respectfully submitted,

**/s/ Alexandra L. Klaus**

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### **CERTIFICATE OF SERVICE**

I hereby certify that copies of the foregoing have been mailed, hand-delivered, transmitted by facsimile, or electronically mailed to all parties and/or counsel of record on this 20th day of September, 2018.

**/s/ Alexandra L. Klaus**

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**Case No. MC-2018-0236**

**STIPULATION AND AGREEMENT**

This Stipulation and Agreement ("Agreement") is entered into between the Director of the Manufactured Housing and Modular Units Program of the Public Service Commission ("Director" or "Manager") and Michael Goodwin ("Goodwin"), an individual. The Director and Goodwin are referred to herein collectively as the "Parties."

The Parties to this Agreement intend this Agreement to be a formal resolution of the complaint in Case No. MC-2018-0236 ("Complaint") currently pending before the Missouri Public Service Commission ("Commission"). This Agreement is for settlement purposes only, and if this Agreement is not accepted or is modified by the Commission, then the Parties shall not be bound by any of the statements or agreements contained herein.

**STIPULATION OF FACTS**

The Parties stipulate and agree to the following set of facts:

1. Goodwin is a Commission licensed manufactured home installer, and was at the time of all alleged events in the Complaint, and is in the business of installing new manufactured homes.
2. On or about May 17,<sup>1</sup> May 19,<sup>2</sup> June 12,<sup>3</sup> July 31,<sup>4</sup> August 2,<sup>5</sup> August 21,<sup>6</sup> August 26,<sup>7</sup> August 28,<sup>8</sup> September 20,<sup>9</sup> and October 2,<sup>10</sup> 2017, Goodwin improperly

<sup>1</sup> On or about May 17, 2017, Goodwin installed a manufactured home, serial number CS2021408TN, at 400 Blue Bunting Circle, Moscow Mills, Missouri, zip code 63362, owned by Cody Screivener ("Screivener Home"). On or about May 17, 2017, Goodwin also installed a manufactured home, serial number

installed manufactured homes on Blue Bunting Circle in Moscow Mills, Missouri. A total of thirteen (13) homes were improperly installed. Details regarding the homes' serial numbers, addresses, and owners are described in footnotes based on the date upon which the home was installed.

3. Improper installation of the homes at the locations described in the footnotes included: incorrect site preparation due to improper ground slope, incorrect slope on a section of sewer line, incorrect anchors, incorrect footings/piers, incorrect skirting, incorrect installation of a patched bottom board, incorrect water service due to not being protected from freeze, and incorrect latching on a front door.
4. On June 21,<sup>11</sup> July 27,<sup>12</sup> and October 11,<sup>13</sup> 2017, Manager notified Goodwin by letter(s) indicating that the homes described in the footnotes had not been installed according to the manufacturer's instructions and further notifying Goodwin that he had thirty (30) days in which to correct the deficiencies.

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CS2021407TN, at 381 Blue Bunting Circle, Moscow Mills, Missouri, zip code 63362, owned by Brianca Palozola ("Palozola Home").

<sup>2</sup> On or about May 19, 2017, Goodwin installed a three (3) manufactured homes: (1) serial number CS2021410TN, at 371 Blue Bunting Circle, Moscow Mills, Missouri, zip code 63362, owned by Sierra Rodgers ("Rodgers Home"); (2) serial number CS2021464TN, at 421 Blue Bunting Circle, Moscow Mills, Missouri, zip code 63362, owned by Jennifer Lowe ("Lowe Home"), and; (3) serial number CS2021412TN, at 230 Blue Bunting Circle, Moscow Mills, Missouri, zip code 63362, owned by Melissa Ridge ("Ridge Home").

<sup>3</sup> On or about June 12, 2017, Goodwin installed a manufactured home, serial number CS2021502TN, at 411 Blue Bunting Circle, Moscow Mills, Missouri, zip code 63362, owned by Quail Run MHP ("Quail Run MHP Home").

<sup>4</sup> On or about July 31, 2017, Goodwin installed a manufactured home, serial number CS2021750TN, at 390 Blue Bunting Circle, Moscow Mills, Missouri, zip code 63362, owned by Jerney Dorsey ("Dorsey Home").

<sup>5</sup> On or about August 2, 2017, Goodwin installed a manufactured home, serial number CS2021762TN, at 510 Blue Bunting Circle, Moscow Mills, Missouri, zip code 63362, owned by K. Curtis ("Curtis Home").

<sup>6</sup> On or about August 21, 2017, Goodwin installed a manufactured home, serial number CS2021719TN, at 410 Blue Bunting Circle, Moscow Mills, Missouri, zip code 63362, owned by S. Mellaney ("Mellaney Home").

<sup>7</sup> On or about August 26, 2017, Goodwin installed a manufactured home, serial number CS2021717TN, at 321 Blue Bunting Circle, Moscow Mills, Missouri, zip code 63362, owned by M. Schwartz ("Schwartz Home").

<sup>8</sup> On or about August 28, 2017, Goodwin installed a manufactured home, serial number CS2021897[TN], at 610 Blue Bunting Circle, Moscow Mills, Missouri, zip code 63362, owned by A. Burrow ("Burrow Home").

<sup>9</sup> On or about September 20, 2017, Goodwin installed a manufactured home, serial number CS2022012TN, at 391 Blue Bunting Circle, Moscow Mills, Missouri, zip code 63362, owned by Morgan Wehmer ("Wehmer Home").

<sup>10</sup> On or about October 2, 2017, Goodwin installed a manufactured home, serial number CS2021718TN, at 380 Blue Bunting Circle, Moscow Mills, Missouri, zip code 63362, owned by Justin Nelson ("Nelson Home").

<sup>11</sup> The Manager sent letters on June 21, 2017, regarding the Rodgers Home, the Screivener Home, the Palozola Home, the Lowe Home, and the Ridge Home.

<sup>12</sup> The Manager sent a letter on July 27, 2017, regarding the Quail Run MHP Home.

<sup>13</sup> The Manager sent letters on October 11, 2017, regarding the Burrow Home, the Curtis Home, the Mellaney Home, the Wehmer Home, the Dorsey Home, the Nelson Home, and the Schwartz Home.

## THE PARTIES' AGREEMENT

As a result of a prehearing conference and settlement discussions, the Parties have reached the following agreement to resolve this case:

1. **Correction of Installation Deficiencies:** Goodwin agrees to correct all installation deficiencies identified in the Complaint.
2. **Re-Inspection of Homes:** Parties agree to re-inspection of the homes identified in the Complaint to ensure correction of all deficiencies.
3. **Surrender of Goodwin License for Five (5) Years or Until Such Time of Full Payment of Re-Inspection Fees:** Goodwin acknowledges that a total of twenty-six (26) re-inspections were completed relating to the Complaint and that said re-inspections incurred fees in the total amount of Five Thousand Two Hundred Dollars (\$5,200.00) ("Fees"). Goodwin agrees that in lieu of paying these Fees he shall surrender his license for a period of five (5) years from the date on which the Commission approves this Agreement and shall not during that period of time request a license under any name. However, Goodwin has the option of paying the Fees in full during the five year period of time and upon said payment in full may request a license. Should Goodwin exercise this option, payment(s) of fees shall be made payable to the Missouri Director of Revenue and mailed to:

Manufactured Housing and Modular Unit Program  
P.O. Box 360  
Jefferson City, MO 65102

4. **Payment to Public School Fund:** Goodwin agrees to pay to the Public School Fund a total of Two Thousand Five Hundred Dollars (\$2,500.00). Payments may be made in non-refundable monthly installments, but payment of the total amount of \$2,500.00 ("Total Amount") shall occur within one hundred and twenty (120) days from the date on which the Commission approves this Agreement. Checks for payment shall be made payable to the Director of Revenue and mailed to:

Missouri Public Service Commission  
Attn: Helen Davis, Budget and Fiscal Services  
P.O. Box 360  
Jefferson City, MO 65102

Once payment of the Total Amount has been made to the Public School Fund, Goodwin shall provide to Manager proof of said payment of the Total Amount.

5. **Dismissal of Complaint:** Upon correction of the deficiencies as set forth in Paragraph 1 of this Section, successful re-inspection of the homes identified in the Complaint as set out in Paragraph 2 of this Section, payment to the Public School Fund and proof regarding the same as set out in Paragraph 4 of this

Section, Manager agrees to dismiss the complaint in Case No. MC-2018-0236. Parties agree that this case will be held open until such time as payment to the Public School Fund is made in the Total Amount and the Manager receives proof of payment of the Total Amount, which such time shall be at least one hundred and twenty (120) days from the date on which the Commission approves this Agreement. Parties further agree that should Goodwin apply for a license within five (5) years from the date on which the Commission approves this Agreement without having paid in full the Fees identified in Paragraph 3 of this Section, Manager will recommend to the Commission denial of said request.

### MISCELLANEOUS PROVISIONS

1. Manager enters this Agreement in reliance upon information and assurances provided by Goodwin. In the event Manager or the Commission find that Goodwin failed to provide Manager or the Commission with material information within his control or possession regarding any controversies comprehended by this Agreement which should have been available to Goodwin through reasonable efforts, or if Manager or the Commission find that Goodwin misrepresented material facts relevant to this Agreement, then Goodwin shall have violated this Agreement and shall be subject to discipline and/or penalties as allowed by law.
2. Upon Manager's reasonable belief that a violation of any of the above conditions has occurred, Manager may file a motion with the Commission seeking disciplinary action (for example, suspension or revocation of installation license) and penalties as Manager deems appropriate. The Commission may thereupon set the matter for hearing to determine whether a violation of the terms of this Agreement has taken place and, if so, the Parties agree that the Commission may enter an order regarding discipline and penalties that the Commission deems just and proper.
3. This Agreement has resulted from extensive negotiations among the Parties and the terms hereof are interdependent. If the Commission does not approve this Agreement unconditionally and without modification, then this Agreement shall be void and no signatory shall be bound by any of the agreements or provisions hereof, except as expressly provided herein.
4. If the Commission does not unconditionally approve this Stipulation and Agreement without modification, and notwithstanding the provision herein that it shall become void, neither this Stipulation and Agreement nor any matters associated with its consideration by the Commission shall be considered or argued to be a waiver of the rights that any Party has for a decision in accordance with § 536.080, RSMo. 2000, or Article V, Section 18 of the Missouri Constitution, and the Parties shall each retain all procedural and due process rights as fully as though this Stipulation and Agreement had not been presented

for approval. If the Commission does not unconditionally approve this Stipulation and Agreement without modification, any suggestions, memoranda, testimony, or exhibits that have been offered or received in support of this Stipulation and Agreement shall become privileged as reflecting the substantive content of settlement discussions and shall be stricken from and not be considered as part of the administrative or evidentiary record before the Commission for any further purpose whatsoever.

5. In the event the Commission unconditionally accepts the terms of this Stipulation and Agreement without modification, the Parties waive their respective rights: (1) to present testimony, to cross-examine witnesses, to present oral argument and written briefs pursuant to § 536.080.1; (2) to the reading of the transcript by the Commission pursuant to § 536.080.2; (3) to seek rehearing pursuant to § 386.500, and; (4) to judicial review of the Commission's Report and Order in this matter pursuant to § 386.510. These waivers apply only to the issues that are resolved hereby, and specifically do not apply to any matters raised in any prior or subsequent Commission proceeding or any matters not explicitly addressed by this Stipulation and Agreement.
6. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original instrument, but all of which together will constitute for all purposes one and the same instrument.
7. The Parties acknowledge that no provision of this Agreement will be interpreted in favor of, or against, any of the Parties hereto because any such Party or its counsel participated in the drafting thereof or because any such provision is inconsistent with any prior draft hereof or thereof. Each Party acknowledges such Party has participated in the negotiation of this Agreement and had an opportunity to participate in the drafting and preparation of this Agreement, and the Parties represent and warrant that they have not been coerced into entering into this Agreement, nor has any person or entity exercised any pressure or undue influence on such Party to enter into this Agreement.
8. Each of the Parties hereto further states and represents that he or it has carefully read the foregoing Agreement and knows the contents thereof, and that he or it has executed the same as his or its own free act and deed.

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

Respectfully Submitted,



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and Modular Units Program for  
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Commission  
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APPROVED AS TO FORM:

**/s/ Alexandra L. Klaus**

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