

The Director of the Manufactured Homes  
and Modular Units Program of the  
Missouri Public Service Commission,  
  
Complainant,  
  
v.  
  
Michael Goodwin  
  
Respondent.

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

**COMES NOW** the Manager of the Manufactured Housing and Modular Units Program of the Public Service Commission (“Manager”), by and through counsel, and for this *Motion for Leave to File Motion for Summary Determination* (“Motion”), states as follows:

1. On June 11, 2018, Manager filed a complaint<sup>1</sup> against Michael Goodwin, a licensed manufactured home installer, alleging that Mr. Goodwin improperly installed thirteen manufactured homes.

2. A Stipulation and Agreement (“Stipulation”) was filed on September 20, 2018. The Stipulation was approved by an order of the Commission on September 27, 2018 (“Order”), and the Order’s effective date was October 27, 2018.<sup>2</sup>

<sup>1</sup> In accordance with 4 CSR 240-2.070(8), the Secretary of the Commission served by certified mail a copy of the complaint and a Notice of Contested Case and Order Directing Filing. See EFIS Item Number 2, Notice of Contested Case and [sic] Order Directing Filings and EFIS Item Number 3, Certified Mail Receipt. Mr. Goodwin's attorney entered his appearance on April 2, 2018. See EFIS Item Number 4, Entry of Appearance (Westerfeld). Also on April 2, 2018, Mr. Goodwin's attorney filed an Answer to the Complaint. See EFIS Item Number 5, Respondent Michael Goodwin's Answer and Affirmative Defenses (Confidential).

<sup>2</sup> The Order Approving Stipulation and Agreement was circulated by the Commission's Data Center on Thursday, September 27, 2018. Mr. Goodwin's attorney's email was included as a recipient. See Affidavit of Kim Happy.

3. Manager filed a Status Report<sup>3</sup> on February 21, 2019, which noted that under the terms of the Stipulation, Mr. Goodwin had 120 days from the effective date of the Order approving the Stipulation in which to make payment to the public school fund; 120 days from October 27, 2018 was Sunday, February 24, 2019. Recognizing that February 24<sup>th</sup> fell on a weekend, Mr. Goodwin had until Monday, February 25, 2019, to make the payment agreed to in the Stipulation.

4. Mr. Goodwin agreed in the Stipulation<sup>4</sup> to provide to the Manager proof of the payment described in Paragraph 3 above.

5. The Stipulation provides under Miscellaneous Provisions, paragraph 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.

6. Upon Manager's reasonable belief, Mr. Goodwin has not made the payment described in Paragraph 3 above; Manager has not received from Mr. Goodwin proof of payment.

7. Manager inquired of the Budget and Fiscal Services whether payment was made and was informed that no payment has been made. A true and accurate copy of the email received by Manager from Budget and Fiscal Services stating no payment has been received is attached to this Motion and incorporated by reference.<sup>5</sup>

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<sup>3</sup> In accordance with 4 CSR 240-2.070(15) and (16)(A)5, this document was served on a represented party by transmitting the document to the email address of the party's attorney. See Electronic Service Copy, Thursday February 21, 2019; see *also* Affidavit of Pamela Craig.

<sup>4</sup> Stipulation, The Parties' Agreement, p. 3 ¶ 4.

<sup>5</sup> See *also* Affidavit of Helen Davis.

8. Based on the foregoing, Manager filed on March 5, 2019, a *Motion For Penalties* (“March 5 Motion”),<sup>6</sup> which requested the Commission issue an Order directing Mr. Goodwin to respond to the March 5 Motion and, if just and proper, authorize its General Counsel to seek penalties in court.

9. On March 11, 2019, the Commission issued an Order Directing Respondent to File a Response;<sup>7</sup> more specifically, Mr. Goodwin was ordered to respond to the March 5 Motion, no later than March 18, 2019, explaining why he should not be subject to penalties or sanctions for failure to comply with a Commission order.

10. Despite receiving notice of the Status Report, the March 5 Motion, and the Order Directing Respondent to File a Response, Mr. Goodwin nevertheless has still not submitted the payment described in Paragraph 3 above and did not file a response on or by March 18, 2019.<sup>8</sup>

11. Staff Counsel was finalizing its Motion for Determination of Penalties (i.e., Motion for Summary Determination) at the time the Commission’s Order Setting Evidentiary Hearing was entered.

12. Allowing leave for Manager and Staff Counsel to file a Motion for Summary Determination would reduce the need for an evidentiary hearing in this matter. More specifically, a hearing is not needed as Manager has verified the facts of the Complaint,

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<sup>6</sup> In accordance with 4 CSR 240-2.070(15) and (16)(A)5, this document was served on a represented party by transmitting the document to the email address of the party’s attorney. See Electronic Service Copy, Tuesday March 5, 2019; see also Affidavit of Dianna Vaught.

<sup>7</sup> The Order Directing Respondent to File a Response was circulated by the Commission’s Data Center on Monday, March 11, 2019. Mr. Goodwin’s attorney’s email was included as a recipient. See Affidavit of Kim Happy.

<sup>8</sup> Additionally, Mr. Goodwin had proper notice of the Complaint, as evidenced by his attorney providing an Answer to the Complaint. Mr. Goodwin freely entered into a Stipulation and Agreement, which was the result of extensive negotiations among the parties. As such, the fundamental requirement of due process has been met, as Mr. Goodwin had “the opportunity to be heard ‘at a meaningful time and in a meaningful manner.’” *State ex rel. Nixon v. Peterson*, 253 S.W.3d 77, 82 (Mo. banc 2008) (citations omitted).

the Stipulation and Agreement, and Mr. Goodwin's lack of payment as required by the Stipulation and Agreement; further, Ms. Helen Davis of the Budget and Fiscal Services Department has executed a sworn affidavit stating that her department did not receive payment from or on behalf of Mr. Goodwin by the time agreed-upon in the Stipulation or at any time prior to the signing of the affidavit; finally, Ms. Kim Happy from the Data Center has signed an affidavit stating that proper notice was given to Mr. Goodwin.

13. Commission Rule 4 CSR 240-2.117(1)(A) requires leave of the Commission to file a Motion for Summary Determination sixty days prior to hearing; the Commission issued its Order Setting Evidentiary Hearing on Friday, March 22. This filing was made as soon as practicable after that Order was issued.

14. Rule 4 CSR 240-2.117(C) allows for a maximum of thirty days to respond to a Motion for Summary Determination; if Manager is allowed to file a Motion for Summary Determination by March 29, 2019, for example, the thirty days could run before the time in which post-hearing briefs would presumably be ordered to be filed.

**WHEREFORE**, Manager respectfully submits this Motion and requests the Commission allow the filing of a Motion for Summary Determination which will show there can be no genuine issue of material fact that a violation of the terms of the Commission-ordered Stipulation has taken place, and for such other and further relief as is deemed just under these circumstances.

Respectfully submitted,

**/s/ Alexandra L. Klaus**

Alexandra L. Klaus

Senior Counsel

Missouri Bar No. 67196

Attorney for the Staff of the

Missouri Public Service Commission

P.O. Box 360

Jefferson City, MO 65102

573-751-1854 (Voice)

573-751-9285 (Fax)

[lexi.klaus@psc.mo.gov](mailto:lexi.klaus@psc.mo.gov)

### **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 26<sup>th</sup> day of March, 2019.

**/s/ Alexandra L. Klaus**

**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,

Respondent

Case No. MC-2018-0236

**AFFIDAVIT OF JUSTIN SMITH**

STATE OF MISSOURI     )  
                                  ) ss  
COUNTY OF COLE     )

**COMES NOW** Justin Smith, and on his oath states that he is of sound mind and lawful age; that he contributed to the attached *Motion for Leave to File Summary Determination*; and that the same is true and correct according to his best knowledge and belief.

Further the Affiant sayeth not.

  
Justin Smith

**JURAT**

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 26<sup>th</sup> day of March, 2019.

  
Notary Public



**From:** [Craig, Pamela](#)  
**To:** [opcservice@ded.mo.gov](mailto:opcservice@ded.mo.gov); [andrew@wlglawfirm.com](mailto:andrew@wlglawfirm.com)  
**Cc:** [Klaus, Lexi](#); [Vaught, Dianna](#)  
**Subject:** Electronic Service Copy - MC-2018-0236 - Status Report  
**Date:** Thursday, February 21, 2019 2:25:39 PM  
**Attachments:** [MC-2018-0236 Status Report.pdf](#)

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Attached please find your copy of the **Status Report** which was filed by staff in the above-named case today.

Thank you,

*Pam*

*Craig*

Administrative Office Support Assistant  
Staff Counsel  
Missouri Public Service Commission  
Direct Telephone Number (573) 522-9038

\*\*\*The information contained in this message may be privileged and/or confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this in error, please notify the sender immediately by replying to the message and deleting the material from any computer.\*\*

**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,

Respondent.

Case No. MC-2018-0236

**AFFIDAVIT OF PAMELA CRAIG**

STATE OF MISSOURI     )  
                                  ) ss  
COUNTY OF COLE     )

**COMES NOW** Pamela Craig, and on her oath states that she is of sound mind and lawful age; that she is employed with the Missouri Public Service Commission as an Administrative Office Support Assistant in the Administrative Support Department; that on Thursday, February 21, 2019, she electronically mailed to Mr. Goodwin's attorney a copy of the Status Report filed on the same day, and; that attached to this Affidavit is a true and accurate copy of the email sent from Pamela Craig to Mr. Goodwin's attorney and to opcservice@ded.mo.gov.

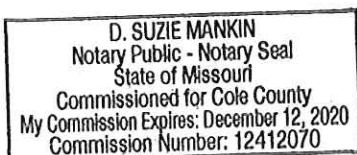
Further the Affiant sayeth not.

  
Pamela Craig

**JURAT**

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 26<sup>th</sup> day of March, 2019.

  
Notary Public





**Davis, Helen**

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**From:** Davis, Helen  
**Sent:** February 26, 2019 10:46 AM  
**To:** Smith, Justin  
**Subject:** Case No. MC-2018-0236

We have not received the \$2,500 payment from Mr. Goodwin in Case No. MC-2018-0236. Thanks!

***Helen Davis***

Mo. Public Service Commission  
Budget & Fiscal Services  
P.O. Box 360  
Jefferson City, MO 65102  
Telephone: (573)751-4274

**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,

Respondent.

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

**AFFIDAVIT OF HELEN DAVIS**

STATE OF MISSOURI     )  
                                  ) ss  
COUNTY OF COLE     )

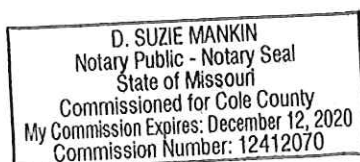
**COMES NOW** Helen Davis, and on her oath states that she is of sound mind and lawful age; that she is employed with the Missouri Public Service Commission as an accountant in the Budget and Fiscal Services department; that payment to the public school fund in the above-referenced case was to be made 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; that no such payment was received from or on behalf of Mr. Goodwin as of the date of this Affidavit, and; that attached to this Affidavit is a true and accurate copy of an email sent from Helen Davis to the Manager of Manufactured Housing and Modular Programs stating Budget and Fiscal Services had not received the payment to the public school fund in the above-referenced case.

Further the Affiant sayeth not.

Helen Davis  
Helen Davis

**JURAT**

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 26th day of March, 2019.



D. Suzie Mankin  
Notary Public

**From:** [Vaught, Dianna](#)  
**To:** [opcservice@ded.mo.gov](mailto:opcservice@ded.mo.gov); [andrew@wlglawfirm.com](mailto:andrew@wlglawfirm.com)  
**Cc:** [Klaus, Lexi](#); [Thompson, Kevin](#); [Johnson, Mark](#)  
**Subject:** Electronic Service Copy - Case No. MC-2018-0236  
**Date:** Tuesday, March 05, 2019 12:43:35 PM  
**Attachments:** [image001.png](#)  
[MC-2018-0236 Motion for Penalties.pdf](#)

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Attached please find your electronic service copy of ***Motion for Penalties***, filed by Staff today in the above referenced case. Thank you.

*Dianna Vaught*

*Manager, Administrative Support Department and  
Designated Principal Assistant to the  
Chief Staff Counsel  
Missouri Public Service Commission  
200 Madison Street  
Jefferson City, MO 65101  
573/522-4619 (telephone)  
573/751-9285 (fax)  
[dianna.vaught@psc.mo.gov](mailto:dianna.vaught@psc.mo.gov)*



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**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

Respondent.

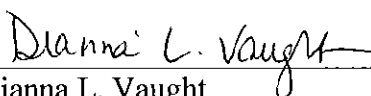
**Case No. MC-2018-0236**

**AFFIDAVIT OF DIANNA L. VAUGHT**

STATE OF MISSOURI     )  
                                  ) ss  
COUNTY OF COLE     )

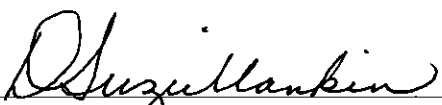
**COMES NOW** Dianna L. Vaught, and on her oath states that she is of sound mind and lawful age; that she is employed with the Missouri Public Service Commission as the Support Staff Manager in the Administrative Support Department; that on Tuesday, March 5, 2019, she electronically mailed to Mr. Goodwin's attorney a copy of the Motion for Penalties filed on the same day, and; that attached to this Affidavit is a true and accurate copy of the email sent from Dianna Vaught to Mr. Goodwin's attorney and to opcservice@ded.mo.gov.

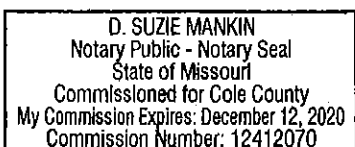
Further the Affiant sayeth not.

  
\_\_\_\_\_  
Dianna L. Vaught

**JURAT**

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 26<sup>th</sup> day of March, 2019.

  
\_\_\_\_\_  
Notary Public



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**From:** datacenter orders&notices  
**Sent:** Thursday, September 27, 2018 10:19 AM  
**To:** SCO/Chief Staff Counsel - Service; 'opcservice@ded.mo.gov';  
'andrew@wlglawfirm.com'; Klaus, Lexi  
**Cc:** datacenter orders&notices; Vaught, Dianna; Craig, Pamela; Koenigsfeld, Christine;  
Keely, Jackie; Myers, Leslie; Kelly, Kevin; Quick, Deborah; Dietrich, Natelle; Wilson, Loyd;  
King, Contessa  
**Subject:** Electronic Service for Case Number MC-2018-0236 - Order Approving Stipulation and  
Agreement  
**Attachments:** mc-2018-0236 - o approving stipulation and agreement.pdf

The attached Order/Notice was issued by the Missouri Public Service Commission and is hereby being distributed to the above-listed recipients as directed by the Commission. The attached document shall serve as the official service copy from the Missouri Public Service Commission in accordance with 386.490 RSMo. A paper copy will only be provided to those members of the certified service list who do not have a valid e-mail address registered with the Commission.

Please contact the Missouri Public Service Commission Data Center at [datacenter-psc@psc.mo.gov](mailto:datacenter-psc@psc.mo.gov) or at 573-751-7496 if you have questions regarding this transmission. The Data Center cannot interpret or discuss the substance of the attached documents.

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**From:** datacenter orders&notices  
**Sent:** Monday, March 11, 2019 4:02 PM  
**To:** SCO/Chief Staff Counsel - Service; 'opcservice@ded.mo.gov';  
'andrew@wlglawfirm.com'; Klaus, Lexi  
**Cc:** datacenter orders&notices; Vaught, Dianna; Craig, Pamela; Koenigsfeld, Christine;  
Keely, Jackie; Myers, Leslie; Kelly, Kevin; Quick, Deborah; Dietrich, Natelle; Wilson, Loyd;  
King, Contessa  
**Subject:** Electronic Service for Case Number MC-2018-0236 - Order Directing Respondent to  
File a Response  
**Attachments:** mc-2018-0236 - o response to motion for penalties.pdf

The attached Order/Notice was issued by the Missouri Public Service Commission and is hereby being distributed to the above-listed recipients as directed by the Commission. The attached document shall serve as the official service copy from the Missouri Public Service Commission in accordance with 386.490 RSMo. A paper copy will only be provided to those members of the certified service list who do not have a valid e-mail address registered with the Commission.

Please contact the Missouri Public Service Commission Data Center at [datacenter-psc@psc.mo.gov](mailto:datacenter-psc@psc.mo.gov) or at 573-751-7496 if you have questions regarding this transmission. The Data Center cannot interpret or discuss the substance of the attached documents.

# 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,	)	
	)	<b>File No. MC-2018-0236</b>
Complainant,	)	
v.	)	
	)	
Michael Goodwin,	)	
	)	
Respondent.	)	

## ORDER DIRECTING RESPONDENT TO FILE A RESPONSE

Issue Date: March 11, 2019

Effective Date: March 11, 2019

The Commission approved a Stipulation and Agreement (“Agreement”) on September 27, 2018 (effective October 27, 2018). Under the terms of the Agreement Mr. Goodwin had 120 days (February 24, 2019) from the effective date of the order to make payment to the public school fund.

On February 21, 2019, The Staff of the Commission filed a status report stating that the payment to the public school fund had not been made.

On March 5, 2019, The Staff of the Commission filed a motion for penalties stating that no payment was made by Mr. Goodwin to the public school fund. Staff requested that the Commission issue an order to respond and, if just and proper, authorize its General Counsel to seek penalties in court.

The Commission directs Mr. Goodwin to respond to Staff’s motion and explain why the Commission should not seek penalties, license revocation, or other sanctions for failure to make payment to the public school fund. Mr. Goodwin is given one week to respond.

## **THE COMMISSION ORDERS THAT:**

1. No later than March 18, 2019, Mr. Goodwin shall respond to Staff's Motion for Penalties explaining why he should not be subject to penalties or sanctions for failure to comply with a Commission order.
2. This order is effective when issued.



## **BY THE COMMISSION**

*Morris L. Woodruff*

Morris L. Woodruff  
Secretary

John T. Clark, Regulatory Law Judge,  
by delegation of authority pursuant to  
Section 386.240, RSMo 2016.

Dated at Jefferson City, Missouri,  
on this 11<sup>th</sup> day of March 2019.



**STATE OF MISSOURI**

**OFFICE OF THE PUBLIC SERVICE COMMISSION**

I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission,  
at Jefferson City, Missouri, this 11<sup>th</sup> day of March 2019.



  
Morris L. Woodruff  
Secretary

**MISSOURI PUBLIC SERVICE COMMISSION**

**March 11, 2019**

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

**Missouri Public Service  
Commission**

Staff Counsel Department  
200 Madison Street, Suite 800  
P.O. Box 360  
Jefferson City, MO 65102  
staffcounsellservice@psc.mo.gov

**Office of the Public Counsel**

Marc Poston  
200 Madison Street, Suite 650  
P.O. Box 2230  
Jefferson City, MO 65102  
opcservice@ded.mo.gov

**Michael Goodwin**

Andrew A Westerfeld  
1242 Jungermann Road, Suite A  
St. Peters, MO 63376  
andrew@wlglawfirm.com

**Missouri Public Service  
Commission**

Lexi Klaus  
200 Madison Street, Suite 800  
P.O. Box 360  
Jefferson City, MO 65102  
Lexi.Klaus@psc.mo.gov

***Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).***

***Sincerely,***

A handwritten signature in black ink that reads "Morris L. Woodruff". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

**Morris L. Woodruff  
Secretary**

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Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.

**STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION**

At a session of the Public Service  
Commission held at its office in  
Jefferson City on the 27<sup>th</sup> day of  
September, 2018.

The Director of the Manufactured Homes	)	
and Modular Units Program of the Missouri	)	
Public Service Commission,	)	
	)	
Complainant,	)	<b>File No. MC-2018-0236</b>
	)	
v.	)	
	)	
Michael Goodwin	)	
	)	
Respondent	)	

**ORDER APPROVING STIPULATION AND AGREEMENT**

Issue Date: September 27, 2018	Effective Date: October 27, 2018
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On June 11, 2018, the Manager of the Manufactured Housing and Modular Units Program of the Public Service Commission (“The Manager”) filed a complaint against Michael Goodwin, a licensed manufactured home installer. The Manager alleged that Mr. Goodwin improperly installed 13 manufactured homes in Moscow Mills, Missouri. The Manager and Mr. Goodwin have reached an agreement for the resolution of the complaint.

The stipulation and agreement contains a stipulation of facts and five main provision summarized as follows:

1. Goodwin agrees to correct all installation deficiencies identified in the complaint.

2. Parties agree to re-inspection of the homes in the complaint to ensure correction of all deficiencies.
3. Goodwin agrees to surrender his license for five years, or until such time as all re-inspection fees are paid (whichever comes first).
4. Goodwin agrees to pay the public school fund \$2,500 within 120 days of the Commission's approval of the agreement, and provide The Manager proof the payment was made.
5. Upon correction of the installation deficiencies, successful re-inspection of the homes, and payment of the school fund, The Manager agrees to dismiss complaint MC-2018-0236.

After reviewing the stipulation and agreement, the Commission independently finds and concludes that the stipulation and agreement is a reasonable resolution of the complaint and that it should be approved.

**THE COMMISSION ORDERS THAT:**

1. The stipulation and agreement filed on September 20, 2018, is approved. The signatory parties are ordered to comply with the terms of the stipulation and agreement. A copy of the stipulation and agreement is attached to this order.
2. If the Manager of the Manufactured Housing and Modular Units Program of the Public Service Commission has not dismissed its complaint in compliance with the stipulation and agreement, he shall file a status report no later than February 22, 2019.

3. This order is effective on October 27, 2018.

**BY THE COMMISSION**



*Morris L. Woodruff*

Morris L. Woodruff  
Secretary

Silvey, Chm., Hall, Rupp, and  
Coleman, CC., concur;  
Kenney, C., absent

Clark, Regulatory Law Judge

**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**

**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 Mellissa 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.

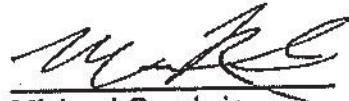
**WHEREFORE**, the Parties respectfully request that the Commission approve this Stipulation and Agreement and issue its Order approving all of the specific terms and conditions of this Agreement.

Respectfully Submitted,





Justin Smith  
Manager, Manufactured Housing  
and Modular Units Program for  
the Missouri Public Service  
Commission  
P.O. Box 360  
Jefferson City, MO 65102  
(573) 526-2833 (Telephone)  
(573) 522-2509 (Fax)  
Justin.smith@psc.mo.gov



Michael Goodwin  
621 Blue Bunting Circle  
Moscow Mills, MO 63362

APPROVED AS TO FORM:

/s/ Alexandra L. Klaus

Alexandra L. Klaus  
Legal Counsel  
Missouri Bar No. 67196  
Attorney for the Staff of the  
Missouri Public Service  
Commission  
P.O. Box 360  
Jefferson City, MO 65102  
573-751-1854 (Voice)  
573-751-9285 (Fax)  
lexi.klaus@psc.mo.gov



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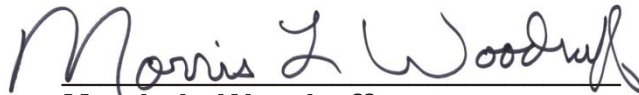
**STATE OF MISSOURI**

**OFFICE OF THE PUBLIC SERVICE COMMISSION**

I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission,  
at Jefferson City, Missouri, this 27<sup>th</sup> day of September 2018.



  
Morris L. Woodruff  
Secretary

**MISSOURI PUBLIC SERVICE COMMISSION**

**September 27, 2018**

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

**Missouri Public Service  
Commission**

Staff Counsel Department  
200 Madison Street, Suite 800  
P.O. Box 360  
Jefferson City, MO 65102  
staffcounsel@psc.mo.gov

**Office of the Public Counsel**

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200 Madison Street, Suite 650  
P.O. Box 2230  
Jefferson City, MO 65102  
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**Michael Goodwin**

Andrew A Westerfeld  
1242 Jungermann Road, Suite A  
St. Peters, MO 63376  
andrew@wlgfirm.com

**Missouri Public Service  
Commission**

Lexi Klaus  
200 Madison Street, Suite 800  
P.O. Box 360  
Jefferson City, MO 65102  
Lexi.Klaus@psc.mo.gov

**Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).**

**Sincerely,**

  
**Morris L. Woodruff**  
**Secretary**

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Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.

**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**

**AFFIDAVIT OF KIM HAPPY**

STATE OF MISSOURI     )  
                                  ) ss  
COUNTY OF COLE     )

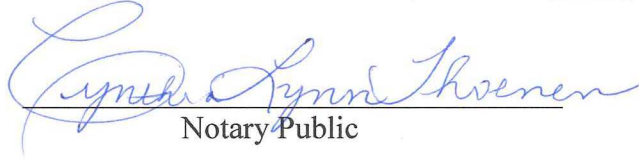
**COMES NOW** Kim Happy, and on her oath states that she is of sound mind and lawful age; that she is employed with the Missouri Public Service Commission as an Administrative Analyst III in the Data Center Department; that on March 1, 2018, the Data Center provided Commission notice of a complaint and contested case and notice regarding the direction of filings by certified mail to Michael Goodwin, 621 Blue Bunting Circle, Moscow Mills, MO 63362; that the Data Center received on March 6, 2018, a signed Certified Mail Receipt regarding the March 1, 2018 notice; that on September 27, 2018, the Data Center electronically circulated the Order Approving Stipulation and Agreement and the recipients included [andrew@wlglawfirm.com](mailto:andrew@wlglawfirm.com), which under EFIS registration is the email address for Andrew Westerfeld; that on March 11, 2019, the Data Center electronically circulated the Order Directing Respondent to File A Response and the recipients included [andrew@wlglawfirm.com](mailto:andrew@wlglawfirm.com), and; that true and accurate copies of both the September 27, 2018, and the March 11, 2019, emails are attached to this Affidavit.

Further the Affiant sayeth not.

  
\_\_\_\_\_  
Kim Happy

## JURAT

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 21 day of March, 2019.

  
Notary Public



CYNTHIA LYNN THOENEN  
My Commission Expires  
August 28, 2021  
Cole County  
Commission #03390121