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STATE OF MISSOURI
PUBLIC SERVICE COMMISSION

At a session of the Public Service
Commission held at its office
in Jefferson City on the 20th
day of June, 2000.

Director of the Department of)	
Manufactured Homes and Modular Units)	
of the Public Service Commission,)	
)	
Complainant,)	
)	
v.)	<u>Case No. MC-2000-397</u>
)	
Rock Road Trailer Parts and Sales, Inc.,)	
)	
Respondent.)	

ORDER APPROVING UNANIMOUS STIPULATION AND AGREEMENT

On December 29, 1999, the Director of the Department of
Manufactured Homes and Modular Units of the Utility Operations Division,
Missouri Public Service Commission (Director), filed a formal complaint
with the Missouri Public Service Commission against Rock Road Trailer Parts
and Sales, Inc. (Rock Road Trailer). The Director alleged that Rock Road
Trailer failed to properly comply with the setup procedures for a
manufactured home and failed to correct code deficiencies within a
reasonable amount of time as required by Section 700.100.3(6), RSMo
Supp. 1999.

On January 4, 2000, the Commission issued a Notice of Complaint
requiring Rock Road Trailer to answer no later than February 3, 2000. No
responses were filed with the Secretary of the Commission, and on

February 8, 2000, the Director filed a Motion for Default. On February 22, 2000, Rock Road Trailer filed an Answer and a Motion to Supplement Answer or to File Answer Out of Time (Answer). The Director filed a response on March 2, 2000. The Commission issued an order on March 17, 2000, denying the Motion for Default and scheduling a prehearing conference for April 19, 2000.

On May 9, 2000, the Director and Rock Road Trailer filed a Unanimous Stipulation and Agreement (Agreement). The Agreement provides that Rock Road Trailer's Dealer Registration will be placed on probation for six (6) months, beginning on the effective date of the Commission's order approving the Stipulation and Agreement. During the probationary period, this complaint will be held in abeyance. However, the Agreement provides that if, during the probationary period, Rock Road Trailer violates any of the rules, regulations, or laws pertaining to the sale and/or setup of manufactured homes, the Director shall have the option to prosecute the complaint before the Commission. Rock Road Trailer acknowledges that it received the inspection reports of the Department of Manufactured Homes for the home referred to in the Director's complaint, which was purchased by Susan Piccinno. Rock Road Trailer further acknowledges that the Director found that the home did not meet the applicable code to which the home was required to be built. The Agreement states that Rock Road Trailer has by certified check made Ms. Piccinno whole, and that the consumer is satisfied with this resolution and does not want Rock Road Trailer to attempt to make any further repairs on the home.

The Agreement provides that if the Commission issues an order approving the Stipulation and Agreement, the parties waive their respective rights as follows: a) to call, examine or cross-examine witnesses pursuant to Section 536.070(1), RSMo; b) to present oral argument and written briefs pursuant to Section 536.080.1, RSMo; c) to the reading of the transcript by the Commission pursuant to Section 536.080.2, RSMo; d) to seek rehearing or reconsideration pursuant to Section 386.510, RSMo; and e) to seek judicial review pursuant to Section 386.510, RSMo.

The requirement for a hearing is met when the opportunity for hearing has been provided and no proper party has requested the opportunity to present evidence. State ex rel. Rex Deffenderfer Enterprises, Inc. v. Public Service Commission, 776 S.W.2d 494, 496 (Mo. App. 1989). Since no one has requested a hearing in this case, the Commission may grant the relief requested based on the Agreement.

The Commission has reviewed the Unanimous Stipulation and Agreement, and the official case file, and finds that it achieves an equitable resolution of the issues in dispute. The Commission finds that the Stipulation and Agreement should be approved.

IT IS THEREFORE ORDERED:

1. That the Unanimous Stipulation and Agreement filed on May 9, 2000, by the Director of the Department of Manufactured Homes, Recreational Vehicles and Modular Units of the Public Service Commission and Rock Road Trailer Parts and Sales, Inc., is approved. (See Attachment 1).

2. That this order shall become effective on June 30, 2000.
3. That this case may be closed on July 3, 2000.

BY THE COMMISSION

A handwritten signature in black ink that reads "Dale Hardy Roberts". The signature is written in a cursive, slightly slanted style.

Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge

(S E A L)

Lumpe, Ch., Drainer, Murray,
Schemenauer, and Simmons, CC.,
concur.

Ruth, Regulatory Law Judge

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED³

MAY 09 2000

Missouri Public
Service Commission

Director of the Department of)
Manufactured Homes and Modular Units of)
the Public Service Commission,)

Complainant,)

Case No. MC-2000-397

v.)

Rock Road Trailer Parts and Sales, Inc.,)

Respondent.)

UNANIMOUS STIPULATION AND AGREEMENT

COMES NOW the Director of the Division of Manufactured Homes, Recreational Vehicles and Modular Units of the Public Service Commission ("Director") and Rock Road Trailer Parts and Sales, Inc. ("Rock Road") and hereby stipulate and agree as follows:

1. On December 29, 1999, The Director filed a Complaint against Rock Road alleging that Rock Road sold a manufactured home that did not comply with the applicable code in violation of Section 700.015, RSMo (Cum. Supp. 1999) and failed to correct code violations in a manufactured home as required by Section 700.100.3(6), RSMo (Cum. Supp. 1999).

2. On February 22, 2000, Rock Road filed an answer to the Complaint, as directed by the Commission.

3. On March 17, 2000, the Commission issued its Order Establishing a Prehearing Conference. In preparation for the prehearing conference, counsel for the two parties discussed settlement options.

4. As a result of those discussions concerning settlement, the parties to this Stipulation and Agreement have reached an understanding regarding a resolution of the Complaint brought against Rock Road by the Director.

5. Rock Road acknowledges that it received the inspection reports of the Division of Manufactured Homes for the home referred to in the Director's Complaint, which was purchased by Susann Piccininno. Rock Road further acknowledges that the Director found that the home did not meet the applicable code to which the home was required to be built. Rock Road has by certified check made Ms. Piccininno whole. The Director is in receipt of a copy of the certified check and confirms that the consumer is satisfied with this resolution and does not want Rock Road to attempt to make any further repairs on the home.

6. Rock Road's Dealer Registration will be placed on probation for six (6) months beginning on the effective date of the Commission's Order approving this Stipulation and Agreement. During the probationary period, this Complaint will be held in abeyance. However, if, during the probationary period, Rock Road violates any of the rules, regulations, or laws pertaining to the sale and/or setup of manufactured homes, the Director shall have the option, at his sole discretion, to prosecute this Complaint before the Commission.

7. This Stipulation and Agreement has resulted from negotiations between the signatories and its provisions are interdependent. If the Commission does not approve this Stipulation and Agreement in total, it shall be void and neither party shall be bound, prejudiced or in any way affected by any of the agreements or provisions hereof and, except as specified herein, no party shall be bound, prejudiced or in any way affected by any of the agreements or provisions hereof in any future proceeding, or in any other proceeding now pending before the Commission.

8. The Director shall file suggestions or a memorandum in support of this Stipulation and Agreement and the other Parties shall have the right to file responsive suggestions.

9. The Director shall also have the right to provide, at any agenda meeting at which this Stipulation and Agreement is noticed to be considered by the Commission, whatever oral explanation the Commission requests, provided that the Director shall, to the extent reasonably practicable, provide the other Parties with advance notice of when the Director shall respond to the Commission's request for such explanation once such explanation is requested from the Director. The Director's oral explanation shall be subject to public disclosure, except to the extent it refers to matters that are privileged or protected from disclosure pursuant to any protective order issued in this case.

10. At the request of the Commission, the Director shall have the right to submit to the Commission a memorandum explaining its rationale for entering into this Stipulation and Agreement. Each of the Parties shall be served with a copy of any such memorandum and shall be entitled to submit to the Commission, within five days of receipt of the Director's memorandum, a responsive memorandum which shall also be served on all Parties. All memoranda submitted by the Parties shall be considered privileged in the same manner as are settlement discussions under the Commission's rules; shall be maintained on a confidential basis by all Parties; and shall not become a part of the record of this proceeding or bind or prejudice the Party submitting such memorandum in any future proceeding or in this proceeding, whether or not the Commission approves this Stipulation. The contents of any memorandum provided by any Party are its own and are not acquiesced in or otherwise adopted by the other signatories to this Stipulation, whether or not the Commission approves and adopts this Stipulation.

11. In the event the Commission issues an Order approving this Stipulation and Agreement, the parties waive their respective rights to:

- a. call, examine or cross-examine witnesses, pursuant to Section 536.070(2);
- b. present oral argument and written briefs, pursuant to Section 536.080.1;
- c. the reading of the transcript by the Commission pursuant to Section 536.080.2;
- d. seek rehearing or reconsideration pursuant to Section 386.510; and
- e. seek judicial review pursuant to Section 386.510.

The parties agree that this waiver does not apply to any other matter brought before the Commission.

12. If Rock Road performs all of its obligations hereunder, the Director agrees to file with the Commission a motion to dismiss with prejudice the Complaint in this matter within one (1) week after the probationary period has expired, and Rock Road hereby agrees to the dismissal of this matter pursuant to 4 CSR 240-2.116.

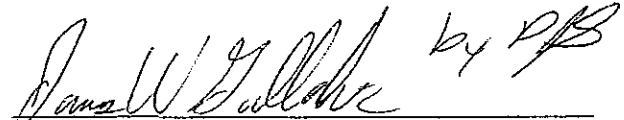
WHEREFORE, the signatories respectfully request the Commission issue its Order approving the terms of this Agreement.

Respectfully submitted,



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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed or hand-delivered to all counsel of record as shown on the attached service list this 9th day of May, 2000.

