

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

<b>THE MANAGER OF THE</b>	)	
<b>MANUFACTURED HOMES AND</b>	)	
<b>MODULAR UNITS PROGRAM OF</b>	)	
<b>THE PUBLIC SERVICE</b>	)	
<b>COMMISSION,</b>	)	
	)	
<b>Complainant</b>	)	
	)	<b>Case No. MC-2025-0108</b>
<b>v.</b>	)	
	)	
<b>STEPHEN L. JOHNSON d/b/a</b>	)	
<b>Colony Cove, Inc and/or Sequiota</b>	)	
<b>Investments, Inc.,</b>	)	
	)	
<b>Respondent</b>	)	

**RESPONDENT’S ANSWER TO THE FIRST AMENDED COMPLAINT**

COMES NOW Respondent Stephen L. Johnson,<sup>1</sup> by counsel, pursuant to 20 CSR 4240-2.070(7), and hereby answers the First Amended Complaint as follows:

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<sup>1</sup> The natural person Stephen L. Johnson, the Missouri corporation Colony Cove, Inc, and the Missouri corporation Sequiota Investments, Inc. are three separate legal entities. It is not clear from the caption or the body of the First Amended Complaint if the complainant intended to name one respondent—namely Stephen L. Johnson doing business under the fictitious name Colony Cove, Inc, the fictitious name Sequiota Investments, Inc., or both—or if the complainant intended to name all three as separate respondents. For purposes of answering the First Amended Complaint, the undersigned counsel assumes that the complainant intended to name only one respondent, namely Stephen L. Johnson, and where possible has included affirmative statements of fact to add clarity and context. To the extent Colony Cove, Inc or Sequiota Investments, Inc. are deemed to be respondents, the undersigned counsel respectfully requests that the complainant be ordered to make a more definite statement of its claim(s), and that all respondents be given leave to file an answer thereto within such time as the Commission deems just and proper under the circumstances. Additionally, the undersigned counsel is not aware of any legal authority for the manager, as defined in 20 CSR 4240-127.010(1)(EE), to file the First Amended Complaint as manager. Upon information and belief, the proper complainant would be the Public Service Commission.

1. Respondent hereby incorporates by reference Respondent's responses to the averments set forth in paragraphs 2 through 71 of the First Amended Complaint.

Respondent admits that Respondent is not a manufacturer, dealer, or installer within the meaning of § 700.010, RSMo., § 700.650, RSMo., or 20 CSR 4240-127.010, and that neither is Colony Cove, Inc or Sequiota Investments, Inc. Respondent denies that Respondent purchased any of the manufactured homes referred to in the First Amended Petition, and affirmatively states that said homes were purchased by Sequiota Investments, Inc. Chris Williams, of Statewide Transport, in Lebanon, MO, installed each of the manufactured homes referred to in the First Amended Complaint. Respondent is without sufficient information to admit or deny whether Williams or Statewide Transport has ever been issued a license from the Missouri Public Service Commission. Respondent denies any other averments set forth in paragraph 1.

2. In response to the first sentence of paragraph 2, Respondent admits that the manager, as defined in 20 CSR 4240-127.010(1)(EE), is denominated the complainant. The second sentence of paragraph 2 states a legal conclusion, to which no response is required. To the extent a response is required, Respondent states that 20 CSR 4240-120.031 speaks for itself. Additionally, Respondent denies that 20 CSR 4240-120.031 authorizes the manager to bring this action, because the power to do so is not within the scope of subparagraph (1)(F) thereof, or otherwise specifically delegated therein.

3. Respondent denies that Respondent has ever done business as Colony Cove, Inc or Sequiota Investments, Inc. Those are business entities duly incorporated in accordance with Missouri law. Respondent admits that the address set forth in

paragraph 3 of the First Amended Complaint is the registered address for both corporations.

4. Subject to paragraph 3 above, Respondent admits the averments set forth in paragraph 4 of the First Amended Complaint.

5. Respondent admits the averments set forth in paragraph 5 of the First Amended Complaint.

6. Respondent admits the averments set forth in paragraph 6 of the First Amended Complaint.

7. Paragraph 7 states a legal conclusion, to which no response is required. To the extent a response is required, Respondent states that Chapter 700, RSMo, and Title 20 CSR 4240-120 speak for themselves.

8. Paragraph 8 states a legal conclusion, to which no response is required. To the extent a response is required, Respondent states that § 386.390.1 speaks for itself.

9. Paragraph 9 states a legal conclusion, to which no response is required. To the extent a response is required, Respondent states that 20 CSR 4240-2.070(1) speaks for itself.

10. Paragraph 10 states a legal conclusion, to which no response is required. To the extent a response is required, Respondent states that § 700.686, RSMo., speaks for itself.

11. Paragraph 11 of the First Amended Complaint states a legal conclusion, to which no response is required. To the extent an answer is required, § 700.010(1) speaks

for itself. Respondent is without sufficient information to admit or deny any factual averments set forth in paragraph 11 and therefore denies the same.

12. Paragraph 12 states a legal conclusion, to which no response is required. To the extent a response is required, Respondent states that § 700.045(5), RSMo., speaks for itself. Furthermore, the Commission lacks authority to prosecute a criminal offense or to impose a criminal penalty. Doing so would violate Respondent's rights under Art. I Sections 10, 17, 18(a), and 22(a) of the Missouri Constitution and the 5th, 6th, and 14th Amendments to the U.S. Constitution.

13. Paragraph 13 states a legal conclusion, to which no response is required. To the extent a response is required, Respondent states that § 386.570, RSMo., speaks for itself.

14. Paragraph 14 states a legal conclusion, to which no response is required. To the extent a response is required, Respondent states that § 700.115, RSMo., speaks for itself.

15. Paragraph 15 states a legal conclusion, to which no response is required. To the extent a response is required, Respondent states that § 700.115, RSMo., speaks for itself.

## **LOT 26**

16. Respondent admits that on or about April 26, 2023, the manufactured home referred to in paragraph 16 of the First Amended Complaint was delivered to Sequiota Investments, Inc. at the address set forth in paragraph 16. Respondent denies that Respondent or Colony Cove, Inc or Sequiota Investments, Inc. installed said home.

17. Respondent admits that an inspection occurred on or about July 15, 2024, and that Appendix A to the First Amended Complaint is a true and accurate copy of a report generated thereafter. Respondent denies any other averments set forth in paragraph 17 of the First Amended Complaint.

18. Respondent denies the averments set forth in paragraph 18 of the First Amended Complaint as stated. Appendix A to the First Amended Complaint speaks for itself.

19. Respondent denies the averments set forth in paragraph 19 of the First Amended Complaint as stated. Appendix A to the First Amended Complaint speaks for itself.

20. Respondent denies the averments set forth in paragraph 20 of the First Amended Complaint.

21. Respondent denies the averments set forth in paragraph 21 of the First Amended Complaint.

## **LOT 29**

22. Respondent admits that on or about May 15, 2024, the manufactured home referred to in paragraph 22 of the First Amended Complaint was delivered to Sequiota Investments, Inc. at the address set forth in paragraph 22. Respondent denies that Respondent or Colony Cove, Inc or Sequiota Investments, Inc. installed said home.

23. Respondent admits that an inspection occurred on or about May 28, 2024, and that Appendix B to the First Amended Complaint is a true and accurate copy of a

report generated thereafter. Respondent denies any other averments set forth in paragraph 23 of the First Amended Complaint.

24. Respondent denies the averments set forth in paragraph 24 of the First Amended Complaint as stated. Appendix B to the First Amended Complaint speaks for itself.

25. Respondent denies the averments set forth in paragraph 25 of the First Amended Complaint as stated. Appendix B to the First Amended Complaint speaks for itself.

26. Respondent admits that the inspector applied a red tag. Respondent is without sufficient information to admit or deny any of the remaining averments and therefore denies the same.

27. Respondent denies the averments set forth in paragraph 27 of the First Amended Complaint.

### **LOT 30**

28. Respondent admits that on or about February 21, 2023, the manufactured home referred to in paragraph 28 of the First Amended Complaint was delivered to Sequiota Investments, Inc. at the address set forth in paragraph 28. Respondent denies that Respondent or Colony Cove, Inc or Sequiota Investments, Inc. installed said home.

29. Respondent admits that an inspection occurred on or about May 28, 2024, and that Appendix C to the First Amended Complaint is a true and accurate copy of a report generated thereafter. Respondent denies any other averments set forth in paragraph 29 of the First Amended Complaint.

30. Respondent denies the averments set forth in paragraph 30 of the First Amended Complaint as stated. Appendix C to the First Amended Complaint speaks for itself.

31. Respondent denies the averments set forth in paragraph 31 of the First Amended Complaint as stated. Appendix C to the First Amended Complaint speaks for itself.

32. Respondent is without sufficient information to admit or deny the averments set forth in paragraph 32 and therefore denies the same.

33. Respondent is without sufficient information to admit or deny the averments set forth in paragraph 33 and therefore denies the same.

34. Respondent denies the averments set forth in paragraph 34 of the First Amended Complaint.

#### **LOT 46**

35. Respondent admits that on or about April 26, 2023, the manufactured home referred to in paragraph 35 of the First Amended Complaint was delivered to Sequiota Investments, Inc. at the address set forth in paragraph 35. Respondent denies that Respondent or Colony Cove, Inc or Sequiota Investments, Inc. installed said home.

36. Respondent admits that an inspection occurred on or about July 15, 2024, and that Appendix D to the First Amended Complaint is a true and accurate copy of a report generated thereafter. Respondent denies any other averments set forth in paragraph 36 of the First Amended Complaint.

37. Respondent denies the averments set forth in paragraph 37 of the First Amended Complaint as stated. Appendix D to the First Amended Complaint speaks for itself.

38. Respondent denies the averments set forth in paragraph 38 of the First Amended Complaint as stated. Appendix D to the First Amended Complaint speaks for itself.

39. Respondent denies the averments set forth in paragraph 39 of the First Amended Complaint.

40. Respondent denies the averments set forth in paragraph 40 of the First Amended Complaint.

#### **HOLLISTER**

41. Respondent admits that on or about November 15, 2022, the manufactured home referred to in paragraph 41 of the First Amended Complaint was delivered to Sequiota Investments, Inc. at the address set forth in paragraph 41. Respondent denies that Respondent or Colony Cove, Inc or Sequiota Investments, Inc. installed said home.

42. Respondent admits that an inspection occurred on or about July 15, 2024, and that Appendix E to the First Amended Complaint is a true and accurate copy of a report generated thereafter. Respondent denies any other averments set forth in paragraph 42 of the First Amended Complaint.

43. Respondent denies the averments set forth in paragraph 43 of the First Amended Complaint as stated. Appendix E to the First Amended Complaint speaks for itself.



44. Respondent denies the averments set forth in paragraph 44 of the First Amended Complaint as stated. Appendix E to the First Amended Complaint speaks for itself.

45. Respondent denies the averments set forth in paragraph 45 of the First Amended Complaint.

46. Respondent denies the averments set forth in paragraph 46 of the First Amended Complaint.

### **COUNT I**

47. Respondent hereby incorporates by reference Respondent's responses to the averments set forth in paragraphs 1 through 46 of the First Amended Complaint.

48. Paragraph 48 states a legal conclusion, to which no response is required. To the extent a response is required, Respondent states that § 700.065, RSMo., speaks for itself.

49. Paragraph 49 states a legal conclusion, to which no response is required. To the extent a response is required, Respondent states that § 700.076.1, RSMo., speaks for itself.

50. Paragraph 50 states a legal conclusion, to which no response is required. To the extent a response is required, Respondent states that § 700.065, RSMo., speaks for itself.

51. Paragraph 51 states a legal conclusion, to which no response is required. To the extent a response is required, Respondent states that 20 CSR 4240-127.010 speaks for itself.

52. Appendixes A, B, C, D, and E speak for themselves. Respondent denies any liability because Respondent is not a manufacturer, dealer, installer, or owner of any of the manufactured homes referred to in the First Amended Complaint.

## **COUNT II**

53. Respondent hereby incorporates by reference Respondent's responses to the averments set forth in paragraphs 1 through 52 of the First Amended Complaint.

54. Paragraph 54 of the First Amended Complaint states a legal conclusion, to which no response is required. To the extent a response is required, § 700.015.1, RSMo., speaks for itself.

55. The first sentence of paragraph 55 states a legal conclusion, to which no response is required. To the extent a response is required, 20 CSR 4240-120.065(1)(B) speaks for itself. Additionally, 20 CSR 4240-120.065(1)(B) imposes a duty to arrange for proper initial setup only upon a dealer, and Respondent is not a dealer. See paragraph 1 above. Even if Respondent were a dealer, the manager's initial inspection was not timely with respect to any of the manufactured homes referred to in the First Amended Complaint except for the home on Lot 29, which no one has ever occupied. See 4 CSR 240-120.060(2)(B) ("The manager will have a period of no more than one (1) year from the delivery date of the home to the consumer to conduct the initial inspection of the home setup.") In response to the second sentence of paragraph 55, Respondent states that Appendixes A, B, C, D, and E speak for themselves, and Respondent denies any averments inconsistent therewith.

56. Paragraph 56 states a legal conclusion, to which no response is required. To the extent a response is required, Respondent states that section 700.683.3, RSMo., speaks for itself. Additionally, this regulation purports to impose a duty only upon licensed installers, and Respondent is not an installer. Nor did Respondent install any of the manufactured homes referred to in the First Amended Complaint.

57. Respondent denies that Respondent installed or set up any of the manufactured homes referred to in the First Amended Complaint. Appendixes A, B, C, D, and E to the First Amended Complaint speak for themselves.

58. Respondent admits the averments set forth in paragraph 58 of the First Amended Complaint.

59. Respondent denies that Respondent installed any of the manufactured homes referred to in the First Amended Complaint. Appendixes A, B, C, D, and E to the First Amended Complaint speak for themselves.

60. Respondent denies the averments set forth in paragraph 60 of the First Amended Complaint.

61. Respondent denies the averments set forth in paragraph 61 of the First Amended Complaint.

### **COUNT III**

62. Respondent hereby incorporates by reference Respondent's responses to the averments set forth in paragraphs 1 through 61 of the First Amended Complaint.

63. Paragraph 63 of the First Amended Complaint states a legal conclusion, to which no response is required. To the extent a response is required, Respondent states

that section 700.656, RSMo., speaks for itself. Respondent denies that Respondent or Colony Cove, Inc or Sequiota Investments, Inc. has engaged in the business of installing manufactured homes or held themselves out as an installer.

64. Paragraph 64 of the First Amended Complaint states a legal conclusion, to which no response is required. To the extent a response is required, Respondent states that section section 700.671.01, RSMo., speaks for itself.

65. Respondent denies the averments set forth in paragraph 65 of the First Amended Complaint, and affirmatively states that Chris Williams, of Statewide Transport, in Lebanon, MO, installed each of the manufactured homes referred to in the First Amended Complaint. Respondent is without sufficient information to admit or deny whether Williams or Statewide Transport has ever been issued a license from the Missouri Public Service Commission.

#### **COUNT IV**

66. Respondent hereby incorporates by reference Respondent's responses to the averments set forth in paragraphs 1 through 65 of the First Amended Complaint.

67. Paragraph 67 states a legal conclusion, to which no response is required. To the extent a response is required, Defendant states that § 700.045(5), RSMo., speaks for itself. Furthermore, the Commission lacks authority to prosecute a criminal offense or to impose a criminal penalty. Doing so would violate Respondent's rights under Art. I Sections 10, 17, 18(a), and 22(a) of the Missouri Constitution and the 5th, 6th, and 14th Amendments to the U.S. Constitution.

68. Respondent admits the averments set forth in paragraph 68 of the First Amended Complaint. Appendixes A, B, C, D, and E to the First Amended Complaint speak for themselves.

69. Appendixes A, B, C, D, and E to the First Amended Complaint speak for themselves.

70. Respondent lacks sufficient information to admit or deny the averments set forth in paragraph 70 of the First Amended Complaint, and therefore denies the same.

71. Respondent denies the averments set forth in paragraph 71 of the First Amended Complaint.

WHEREFORE, having fully answered the averments set forth in the First Amended Complaint, Respondent hereby requests that the First Amended Complaint be dismissed, or that the Commission enter an order in favor of Respondent Stephen L. Johnson, and to grant Respondent any other relief the Commission deems just and proper under the circumstances.

**MERIDIAN LAW LLC**

/s/ Amanda Allen Miller

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**ATTORNEYS FOR RESPONDENT  
STEPHEN L. JOHNSON**

**CERTIFICATE OF SERVICE.** In accordance with 20 CSR 4240-2.080(17), I hereby certify that on the 21st day of 2024, I emailed a copy of the foregoing to document to counsel for the complainant at Carolyn.Kerr@psc.mo.gov.

/s/ Amanda Allen Miller

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