

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

The Manager of the Manufactured)	
Homes and Modular Units Program of)	
The Missouri Public Service Commission,)	
)	
Complainant,)	Case No. MC-2025-0145
v.)	
)	
Philip R. Parker D/B/A Cedar)	
Creek Homes, LLC,)	
)	
Respondent.)	

STIPULATION AND AGREEMENT

COME NOW, the Staff of the Missouri Public Service Commission ("Staff") and Philip R. Parker D/B/A Cedar Creek Homes, LLC ("Parker"), (collectively, the "Signatories"), by and through counsel, have reached a settlement in this matter and have consented to this *Stipulation and Agreement* in this matter as fully set forth as follows:

RECITALS

1. Parker is an individual doing business as Cedar Creek Homes, LLC, f/k/a Parker Home Construction, LLC, with an address of 1400 S. Main St., Troy, Missouri 63379. At all times as alleged in the Staff's *Complaint* and as relevant herein, Parker is and was licensed or registered by the Commission as a dealer and installer of manufactured home units under § 700.090, RSMo, although Parker's current installer Registration expired on June 30, 2024, and has not been renewed.

2. Cedar Creek Homes, LLC, f/k/a Parker Home Construction, LLC, has been registered with the Missouri Secretary of State as a Limited Liability Company with its Registered Agent listed as Linda S. Parker, and its principal place of business at 1400 S. Main St. Troy, Missouri 63379-2522. Cedar Creek's dealer's license is currently in effect.

3. Staff of the Missouri Public Service Commission filed a *Complaint* in the above-captioned case against Parker on November 1, 2024, alleging, *inter alia*, that Parker sold and

improperly installed two new manufactured homes to customers located in Missouri in violation of Missouri statutes and Commission rules and regulations, specifically, §§ 700.015, 700.045, 700.065, 700.076, 700.683, 20 CSR 4240-125.040, and 20 CSR 4240-120.065, and is therefore subject to the jurisdiction, regulation, and control of the Commission.¹

a. The deficiencies noted in the *Complaint* are listed as follows²:

i. The ground is sloping towards the home and needs a method of diverting water runoff installed;

ii. Site is not properly crowned under the home to prevent water ponding;

iii. Vapor barrier is not covering the entire ground. Vapor barrier must cover the entire ground under the home and be taped at the seams or overlap 12 inches;

iv. Home sites are too close. A minimum of 10' is required between residential homes for Fire Separation;

v. Some footers are not level and are causing the pier to lean out of tolerance;

vi. Some piers are hanging off the edge of the footer. Pier must be evenly supported on footers;

vii. Home is set too low. Minimum pier height is 12";

viii. Additionally, the following set-up deficiencies were not completed by Parker at the time of the initial inspection on or about July 10, 2023³:

1. Bolting floors and walls;

2. Bolting roof;

¹ See Staff's *Complaint*, generally.

² See Staff's *Complaint*, specifically, pages 7-8 and 11-12

³ The deficiencies listed in Paragraph 3.a.viii., have not been completed at the time of the execution of this Settlement Agreement.

3. Ridge cap;
4. Siding;
5. Electric crossover;
6. Skirting;
7. Anchors;
8. Water;
9. Sewer.

4. If Parker had set and installed the manufactured homes where they are now sitting, it would have prevented the homes from being ten (10) feet apart or more, in violation of law. The Contracts with the Kendalls and the Stamps require the Kendalls and the Stamps to perform all grading, utility work, sewer, electrical work, plumbing work, and foundation work so that the manufactured homes could be set when delivered.⁴ The utilities and foundations were not properly set and the lots were not properly graded. This must be completed before the homes can be finally set and installed in their final locations.

5. In response to Staff's *Complaint*, Parker filed a *Request for Mediation* on December 3, 2024. A mediation session was held between the parties, their attorneys, and a Commission judge on February 11, 2025.

6. Thereafter, Parker, by his attorney, and Staff by its attorney, had discussions regarding the matters and a possible settlement of the issues and dismissal of the *Complaint*. This *Stipulation and Agreement* is the result of those negotiations. This settlement shall not be deemed an admission by Respondent of any allegations in the *Complaint*, nor by Complainant of any defenses he may have in the event an *Answer* is filed in this matter.

SETTLEMENT TERMS

⁴ The homeowners have contractually obligated themselves to Mr. Parker under the purchase agreement to prepare the sites. However, under the Commission's rules, Mr. Parker is still responsible for making sure that the site and placement of the homes are compliant. See, 20 CSR 4240-125.040(2) and (3).

7. The Signatories agree to the following:

a. Parker's obligation to perform hereunder is expressly conditioned on the Kendalls and the Stamps allowing him access to the property and the homes, the Kendalls and the Stamps performing the electric, sewer, water, and utility activities that are needed to bring functioning utilities underneath the homes, at the cost of the Kendalls and the Stamps. If the Kendalls and/or Stamps do not cooperate in this endeavor or fail to provide and pay for running the utilities under the homes as described above, then the duties of Parker under this Agreement shall not be activated, except that Parker is still responsible to finally connect any and all utility lines to the underside of the homes that might still be required by the manufacturer's installation manual. The Kendalls' home does not need to be relocated, as long as it meets the manufacturer's installation manual, as the utilities are now directly underneath the Kendalls' home.

b. Subject to the conditions set forth herein, Parker shall cure each and every deficiency noted by the Inspector for the Manufactured Housing and Modular Units Program, as listed in the Complaint, and outlined in the Site Inspection Reports for both the Kendall's and the Stamps' manufactured homes;

c. Parker will move the Stamps' manufactured home and provide and pay for the foundation work for the move, so that the Stamps' home is moved an adequate amount of space away from the Kendall's home in order to comply with the minimum of 10' separation required between residential homes for Fire Separation;

d. Parker will finish grade immediately around the homes, crown underneath the homes, and do miscellaneous minor grading to make ensure that water drains away from the homes. In this process, Parker has agreed, without any contractual duty to do so, to grade a ten (10) foot gravel driveway to the north of these

homes and remove any bedrock that may be currently hindering the efforts of the Kendalls and the Stamps to provide for a driveway; Parker will move the Stamps' home and provide and pay for the foundation work for the move, so that the Stamps' home is set approximately four (4) feet to the east so that there is at least a ten (10) foot space distance between the two (2) homes. Parker's plan is to temporarily move the Stamps' home to the east so that the electric, sewer, water, and plumbing can be relocated at the Owners' expense, thus allowing the utilities to be aligned under the Stamps' home so that the functioning utilities can be directly finally connected to the Stamps' home when it is moved back to its final location. Parker is responsible for assuring that water is diverted away from the two (2) manufactured homes in accordance with the manufacturer's installation manual.

e. Parker shall provide all of the accoutrements, fixtures, skirting, air conditioners, and accessories, which are part of the Stamps' and Kendalls' contracts.

f. Parker will otherwise complete the final installation of both the Kendall's and the Stamp's manufactured homes in accordance with applicable Commission and HUD codes and standards, and manufacturer's installation manual, as required and outlined by §§700.010(9) and 700.683, RSMo, and 20 CSR 4240-120.065(1)(B), and 125.040(2) and (3) and;

g. Parker will pay to the Commission all Re-Inspection Invoices due and owing to the Commission in the total amount of \$1,000.00⁵ no later than the 15th day of the month after this Stipulation is signed by the parties;

h. Subject to the conditions set forth herein, Parker will complete the work needed to cure the deficiencies noted in the Complaint as outlined in this Agreement

⁵ Re-Inspection Fee invoices due for the Kendall and the Stamps homes at \$200 per re-inspection per home for a total of $200 * 5 = \$1,000$. Invoice #s 3252, 3253, 3289, 3290, and 3167.

and Stipulation noted in paragraph 3.a., above, no later than three (3) months after this Stipulation is signed by the parties. The deficiencies shall be cured to the satisfaction of the Staff, in accordance with code, manufacturers installation manuals, and Commission rules and regulations, as required by law; and

i. Once work is completed by Parker and a final Site Inspection is completed by Staff indicating all deficiencies noted in paragraph 3.a., above, are cured and all payments due, as set forth in paragraph 7.g. are paid, the Staff will dismiss its Complaint in this case and close its file.

GENERAL PROVISIONS

8. **Entire Agreement.** This Agreement constitutes the entire agreement between Staff and Parker, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified in this Agreement. The Recitals are incorporated into this Agreement.

9. **Binding Effect.** This Agreement is binding upon Staff, Parker, and their respective successors, affiliates, trustees, shareholders, partners and subsidiaries, and each of their assigns, officers, directors, agents, servants, current and former employees, and all other representatives at all Parker locations in Missouri.

10. **Modification and Waiver.** No modification or waiver of any provision in this Agreement, nor consent to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the party to be charged therewith and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

11. **Default.** In the event that either party violates any term of this Agreement, or fails to perform any term of this Agreement, the other party shall have the right to pursue all available remedies at law to enforce the Agreement.

12. If Parker fails to perform the actions as agreed upon by this Agreement and Stipulation, the Staff maintains its authority to take any actions against Parker and pursue any and all remedies available under the law, including, but not limited to pursuing the penalties provided by §§ 386.570 and 700.100.3(6), RSMo and Commission Rule 20 CSR 4240-120.065(1)(A) and other remedies.

13. Nothing herein shall preclude Staff from addressing similar facts related to other situations, events, or incidents in future proceedings.

14. **Agreement.** This Agreement is a negotiated settlement and is being entered into solely for the purpose of settling all contested issues in the case captioned above and any matters of the same type that occurred or which are alleged to have occurred prior to the date of this Agreement.

15. Except as otherwise expressly specified herein, none of the Signatories to this Stipulation and Agreement shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any method of cost determination or cost allocation, depreciation or revenue-related method, or any service or payment standard; and none of the Signatories shall be prejudiced or bound in any manner by the terms of this Stipulation and Agreement in this or any other Commission or judicial review or other proceeding, except as otherwise expressly specified herein. Nothing in this Stipulation and Agreement shall preclude Staff in future proceedings from providing recommendations as requested by the Commission nor limit Staff's access to information in any other proceedings. Nothing in this Stipulation and Agreement shall be deemed a waiver of any statute or Commission regulation.

16. This Agreement has resulted from extensive negotiations among the Signatories, 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.

17. This Agreement embodies the entirety of the agreements between the Signatories in this case on the issues addressed herein, and may be modified by the Signatories only by a written amendment executed by all of the Signatories.

18. If approved and adopted by the Commission, this Agreement shall constitute a binding agreement among the Signatories. The Signatories shall cooperate in defending the validity and enforceability of this Agreement and the operation of this Agreement according to its terms.

19. In the event the Commission accepts the specific terms of this Stipulation and Agreement without condition or modification, the Signatories waive, with respect to the issues resolved herein: their respective rights pursuant to § 536.080.1, RSMo, to present testimony, to cross-examine witnesses, and to present oral argument and written briefs; their respective rights to seek rehearing pursuant to § 386.500, RSMo, and their respective rights to judicial review pursuant to § 386.510, RSMo. These waivers apply only to a Commission order approving this Stipulation and Agreement without condition or modification issued in this proceeding and only to the issues that are resolved hereby. These waivers do not apply to any issues explicitly not addressed by this Stipulation.

20. The Signatories agree that any and all discussions, suggestions, or memoranda reviewed or discussed, related to this Stipulation shall be privileged and shall not be subject to discovery, admissible in evidence, or in any way used, described or discussed. Parker may disclose this Agreement to the Arbitrator and Parties in the pending AAA Arbitration matter styled *Ashleigh Kendall and Jeff Kendall; Terrell Stamps and Ruanne Stamps v. Phil Parker*, consolidated under AAA# 01-23-0005-5675.

21. This Stipulation does not constitute a contract with the Commission. Acceptance of this Stipulation by the Commission shall not be deemed as constituting an

agreement on the part of the Commission to forego the use of any discovery, investigatory powers or other statutory powers which the Commission presently has. Thus, nothing in this Stipulation is intended to impinge or restrict in any manner the exercise by the Commission of any statutory right, including the right to access information.

22. The terms set forth herein are an appropriate disposition of this matter and entry of this Stipulation and Agreement is in the public interest.

WHEREFORE, for the foregoing reasons, the undersigned Signatories respectfully request that the Commission issue an Order approving the terms and conditions of this Stipulation and Agreement.

Respectfully Submitted,

/s/ Carolyn H. Kerr 4/17/25
CAROLYN H. KERR, MBE #45719
Staff Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102
(573) 751-5397
(573) 751-9285 (Fax)
carolyn.kerr@psc.mo.gov

**ATTORNEY FOR STAFF OF THE
MISSOURI PUBLIC SERVICE
COMMISSION**

David Freeman 4/18/25
David Freeman, Manager
Manufactured Homes & Modular Units
Program
Missouri Public Service Commission

PHILIP R. PARKER D/B/A
CEDAR CREEK HOMES, LLC

By Philip R. Parker 4/16/25
Authorized member

/s/ Daniel K. Barklage 4/16/25
DANIEL K. BARKLAGE, MBE #26496
211 North Third St.
St. Charles, MO 63301
(636) 949-2120
(636) 949-8786 (Fax)
dbarklage@barklage-brett.com

**ATTORNEY FOR PHILIP R. PARKER
D/B/A CEDAR CREEK HOMES, LLC**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served by electronic mail, or First Class United States Postal Mail, postage prepaid, on this 22nd day of April, 2025, to all counsel of record.

/s/ Carolyn H. Kerr