

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

Director of the Manufactured Housing and)
Modular Units Program of the Public)
Service Commission,)

Complainant,)

v.)

Coachman Homes of Eureka, Inc., d/b/a)
Coachman Homes of Eureka, Inc.)

Respondent.)

Case No. MC-2004-0271

STIPULATED AGREEMENT

This *Stipulated Agreement* is made and entered into this 30th day of August, 2004, by and between the Manager of the Manufactured Housing and Modular Units Program of the Missouri Public Service Commission ("Manager", "Program", and "Commission") and Coachman Homes of Eureka, Inc. d/b/a Coachman Homes of Eureka, Inc. ("Coachman"), a Missouri Corporation.

RECITALS:

A. The Manager filed a *Complaint* against Coachman on or about the 29th day of December 2003, in Commission Case No. MC-2004-0271.

B. The *Complaint* alleged that Coachman failed to properly set up a new manufactured home and failed to correct such problem within a reasonable time not to exceed ninety days after being ordered to do so.

C. On March 17, 2004 the parties submitted the case to mediation in an attempt to resolve the issues raised in said *Complaint*.

D. On or about May 18, 2004 the parties submitted a Stipulated Agreement to the Commission.

E. The parties presented evidence about the Stipulated Agreement to the Commission at an on-the-record presentation on June 9, 2004.

F. The Commission rejected the parties' Stipulated Agreement in an order that it issued on the 8th day of July 2004.

G. The parties desire to resolve the issues in this case on terms that are satisfactory to the Commission.

NOW, THEREFORE, the parties agree and stipulate as follows:

1. The Manager agrees to move to dismiss this Case No. MC-2004-0271 if the Commission approves this *Stipulated Agreement*.

2. Coachman will pay a \$2,000.00 penalty to the Commission within ten (10) days of the Commission's approval of this *Stipulated Agreement*.

3. Coachman will not have its dealer's registration suspended, revoked or placed on probation as a result of said *Complaint*.

4. Coachman has provided to the Manager, and filed with the Commission, a list showing the addresses of all manufactured homes that its subcontractor, Kurt Nager anchored for Coachman between January 1, 2000, and the date of this agreement.

5. Coachman has reached a settlement agreement with Ms. Dixie Hatfield, the homeowner in the aforementioned *Complaint*. Coachman will pay Ms. Hatfield \$20,200.00 as full compensation for her losses and damages as a result of the anchoring deficiency noted in the *Complaint*. In addition, Coachman will arrange for the removal of the destroyed manufactured home without cost to Ms. Hatfield.

6. The Manager of the Missouri Public Service Commission will mail notice to the homeowners set forth on the list provided by Coachman to the Commission no later than August 27, 2004 as directed by Notice of Correction of the Order Directing Notice to Homeowners notifying each homeowner that they may request an inspection of the anchoring of their homes by contacting the PSC.

7. The home of each homeowner who consents to an inspection will be inspected within ninety (90) days of the request for inspection by the homeowner. If inclement weather or other unforeseen scheduling difficulties with homeowners arise, the parties may request that the Commission extend the 90-day deadline for completing inspections. Representatives of Coachman and of the Manager will conduct the inspections. The anchoring and tie-down of each home will be inspected and Coachman will make any necessary repair of a major anchoring deficiency as defined in paragraph 10 herein, at Coachman's expense. Should the Manager or his representative and the Coachman representative deem soil testing necessary at a particular site, a soil test will be conducted on a home-by-home basis at the expense of Coachman. If Coachman makes the necessary repairs in a timely manner, Coachman will not have to pay any additional penalty for anchoring problems described in this *Complaint*.

8. Coachman agrees to pay for the costs of the inspections conducted by the Program as outlined in paragraph 7 of this *Stipulated Agreement*. The costs of the inspections shall be paid by Coachman and deposited into the "Manufactured Housing Fund" under Section 700.040, RSMo. 2000.

9. If any major anchoring problem, as defined in paragraph 10, occurs to a home sold through Coachman's St. Peters, Eureka or Herculaneum locations within five (5) years after the date the parties sign this *Stipulated Agreement*, Coachman agrees to pay a \$5,000.00 penalty

for each new occurrence and the Manager reserves the right to re-file this case for reconsideration.

10. For the purpose of this stipulated agreement only, a "major anchoring problem" is defined as any anchor changed, altered, manipulated, or compromised, changing its intended use.

11. Coachman agrees not to use Kurt Nager as a subcontractor to anchor any manufactured homes in Missouri in the future, and further affirms that Mr. Nager has not been utilized as a subcontractor since February 2004.

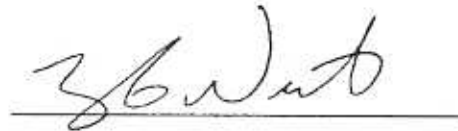
12. If it has been determined by the Commission after inspection of the homes as outlined in paragraph 7, that the deficiencies are of a recurring nature, the Program shall inform other manufactured home dealers in the State of Missouri of the general nature of such deficiencies and the circumstances under which those deficiencies may have occurred, namely through the installation work performed by the subcontractor, Kurt Nager.

The parties hereby agree to the terms of this stipulated agreement and do hereby submit this agreement for approval by the Commission.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.



Steve Boyd, General Manager,
Coachman Homes of Eureka, Inc.



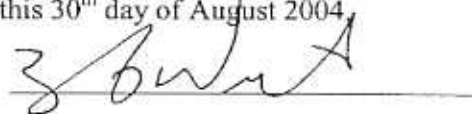
Mary E. Weston
Assistant General Counsel
Missouri Bar No. 54669
Attorney for the Manager of the
Manufactured Housing and Modular Units
Program of the Missouri Public Service
Commission
P.O. Box 360
Jefferson City, MO 65102
573-751-6726 (Telephone)
573-751-9285 (Facsimile)
Mary.Weston@psc.mo.gov (E-Mail)

Dated: 8/30/04

Dated: 8/30/04

Certificate of Service

I hereby certify that copies of the foregoing have been mailed, hand-delivered, transmitted by facsimile or electronically mailed to all counsel of record this 30th day of August 2004.



Weston, Mary

From: Aisling Murphy
Sent: Monday, August 30, 2004 11:32 AM
To: mary.weston@psc.mo.gov
Subject: Re: Coachman

Mary:

This email will serve as my permission for you to sign the attached Stipulated Agreement on behalf of my client and file the same with the Public Service Commission.

-Aisling Murphy