

**BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

In the Matter of the Investigation of Go)
Trucking, Inc. of Garden City, Kansas,)
Regarding the Violation(s) of the Motor Carrier)
Safety Statutes, Rules and Regulations and the) Docket No. 25-TRAM-194-PEN
Commission's Authority to Impose Penalties,)
Sanctions and/or the Revocation of Motor Carrier)
Authority.)

**JOINT MOTION FOR APPROVAL OF
SETTLEMENT AGREEMENT**

The Staff of the State Corporation Commission of the State of Kansas (Staff and Commission, respectively), and Go Trucking, Inc. (Carrier), file this Joint Motion requesting the Commission issue an order approving the attached Settlement Agreement. In support of its Motion, Staff and Carrier state as follows:

1. From September 11, 2024, through October 8, 2024, Staff Special Investigators (SIs) conducted a compliance review on Carrier's motor carrier operations. As a result of the review, the SIs identified eighty-four (84) violations of the Motor Carrier Safety Regulations, which were set forth in seventeen (17) counts.
2. On January 7, 2025, the Commission received Carrier's Request for Hearing, postmarked January 22, 2025.
3. On March 13, 2025, and in subsequent correspondence thereafter, Litigation Counsel for Carrier and Litigation Counsel for Commission Staff (Staff), discussed the possibility of a settlement. During the discussions, Staff and Carrier were able to reach mutually agreeable terms in anticipated settlement of the issues. It was agreed that Staff would subsequently reduce the terms to writing and forward the draft to Carrier for approval and signature.

4. The resulting signed Settlement Agreement is attached hereto as "Attachment A" and is hereby incorporated by reference. This Agreement resolves all issues in this proceeding between Staff and Carrier. The parties believe that the Agreement represents a reasonable and fair resolution of this matter and that the Commission should approve the Agreement.

5. Should the Commission accept the terms of the attached Settlement Agreement, the parties waive their respective rights to cross-examine witnesses and present oral arguments or written briefs to the Commission. The parties also waive their rights to request reconsideration of the Commission order approving the Agreement and waive their rights to seek judicial review of said order.

WHEREFORE, for the reasons set forth herein, Staff and Carsoibio d/b/a Win Biologics request this Joint Motion be granted, and that the attached Settlement Agreement be approved.

Respectfully Submitted,

/s/ Ahsan Latif

By: _____

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Attorney for Go Trucking, Inc.

ATTACHMENT “A”

**THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

Before Commissioners: Andrew J. French, Chairperson
 Dwight D. Keen
 Annie Kuether

In the Matter of the Investigation **Go Trucking,)**
Inc. of Garden City, Kansas, Regarding the)
Violation(s) of the Motor Carrier Safety Statutes,) Docket No. 25-TRAM-194-PEN
Rules and Regulations and the Commission's)
Authority to Impose Penalties, Sanctions and/or)
the Revocation of Motor Carrier Authority.)

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into by and between the Staff of the Corporation Commission of the State of Kansas (Staff and Commission, respectively), and Go Trucking, Inc. (Carrier). Its effective date will be the date the Commission enters an order approving or amending the terms of the Agreement.

I. JURISDICTION

1. Pursuant to K.S.A. 66-1,108b, 66-1,111, 66-1,112 and 66-1,114b, the Commission is given full power, authority and jurisdiction to supervise and control motor carriers, as defined in 49 C.F.R. Part 390.5 and as adopted by K.A.R. 82-4-3f, doing business or procuring business in Kansas, and is empowered to do all things necessary and convenient for the exercise of such power, authority and jurisdiction.
2. Pursuant to K.S.A. Supp. 66-1,129a, 66-1,130 and 66-1,142b, and amendments thereto, the Commission may suspend operations, revoke or amend certificates, and initiate sanctions or fines against every motor carrier and every person who violates any provision

of Kansas law in regard to the regulation of such motor carriers and persons, or who fails to obey any order, decision or regulation of the Commission.

3. The Commission has the authority, pursuant to K.A.R. 82-1-237, to investigate an entity under the Commission's jurisdiction and issue an order on the Commission's own motion when the Commission believes the entity is in violation of the law or any order of the Commission.

II. BACKGROUND

4. Go Trucking, Inc. is a motor carrier as defined in 49 C.F.R. 390.5 and operates under USDOT number 3835862.

5. From September 11, 2024, through October 8, 2024, Staff Special Investigators (SIs) conducted a compliance review on Carrier's motor carrier operations. As a result of the review, the SIs identified eighty-four (84) violations of the Motor Carrier Safety Regulations, which were set forth in seventeen (17) counts.

6. On January 7, 2025, the Commission received Carrier's Request for Hearing, postmarked January 22, 2025.

7. On March 13, 2025, and in subsequent correspondence thereafter, Litigation Counsel for Carrier and Litigation Counsel for Commission Staff (Staff), discussed the possibility of a settlement. During these discussions, Staff and Carrier were able to reach mutually agreeable terms in anticipated settlement of the issues. It was agreed that Staff would subsequently reduce the terms to writing and forward the draft to Carrier for approval and signature.

III. TERMS OF THE SETTLEMENT AGREEMENT

8. The parties agree that the Commission has jurisdiction and authority over this matter.
9. The parties also agree that adoption of this Agreement is in the public interest and that the Commission should approve the stipulations as set forth below.
10. Staff recommends to the Commission that this Agreement be approved. Staff further agrees that upon approval by the Commission, this Agreement shall constitute a final resolution of this matter.
11. Pursuant to K.S.A. 77-526, the Commission expressly reserves and maintains the right and authority to enforce the terms of this Agreement.
12. Pursuant to the Kansas Judicial Review Act, K.S.A 77-601 *et seq.*, Carrier waives all rights to a hearing on, or appeal of, this Agreement.

IV. MODIFICATION OF PENALTY ORDER

13. Staff agrees to remove Count 5 of the Penalty Order, which alleged the Carrier did not provide maintenance records for two commercial motor vehicles, resulting in two (2) violations of 49 C.F.R. 396.3(b), resulting in a \$750.00 civil penalty.
14. Staff's recommendation for reduction of this civil assessment is based upon a meeting between the SIs and the Carrier where additional information was provided regarding the alleged violation.
15. Carrier stipulates to the remaining violations as listed in the Commission's Penalty Order, which are hereby incorporated by reference.
16. Carrier agrees to withdraw its Request for Hearing before the Commission and pay the remaining \$14,200.00 in civil fines within thirty (30) days of Commission approval of this settlement agreement.

17. Carrier remains obligated to submit to one follow-up safety compliance review within eighteen (18) months of the January 7, 2025, Penalty Order at a time agreeable to Staff.

18. Carrier shall, when applicable, comply with Kansas law governing the regulation of motor carriers, the Kansas Administrative Regulations and provisions of the Federal Motor Carrier Safety Regulations, as adopted by the Kansas Administrative Regulations.

V. RESERVATIONS

A. *Negotiated Settlement*

19. This Agreement represents a negotiated settlement that fully resolves the issues raised in this proceeding. The Signatories represent that the terms of this Agreement constitute a fair and reasonable resolution of the issues addressed herein. Except as specified herein, the Signatories shall not be prejudiced, bound by, or affected in any way by the terms of this Agreement: (1) in any future Commission or court proceeding; (2) in any proceeding currently pending before the Commission under a separate docket; and/or (3) in this proceeding, if the Commission decides not to approve this Agreement in total or in any way conditions its approval of the same. This paragraph is not meant to limit future enforcement of this Agreement, should either party fail to fulfill all terms and provisions

B. *Interdependent Provisions*

19. The terms and provisions of this Agreement have resulted from negotiations between the Signatories and are interdependent. In the event the Commission does not approve the terms of the Agreement in total, or materially changes the Agreement terms, the Agreement shall be voidable

and no Signatory Party hereto shall be bound by, prejudiced, or in any way affected by any of the terms or provisions hereof, unless otherwise provided herein.

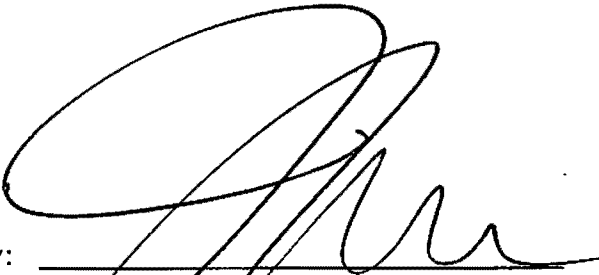
20. If the Commission approves this Agreement in its entirety and incorporates the same into a final order in this docket, the Parties agree to be bound by its terms and the Commission's order incorporating its terms as to all issues addressed herein and will not appeal the Commission's order.

21. This Settlement Agreement shall be binding on all parties upon signing.

IN WITNESS WHERETO, the parties hereby execute and approve this Settlement Agreement by subscribing their signatures below.

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CERTIFICATE OF SERVICE

25-TRAM-194-PEN

I, the undersigned, certify that a true copy of the attached Joint Motion has been served to the following by means of electronic service on June 12, 2025.

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/S/ Kiley McManaman

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