

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

In the Matter of the Investigation of **Skylar Mae**)
Dumpster Rental LLC, of Linwood, Kansas,)
Regarding the Violation(s) of the Motor Carrier)
Safety Statutes, Rules and Regulations and the) Docket No. 24-TRAM-700-PEN
Commission's Authority to Impose Penalties,)
Sanctions and/or the Revocation of Motor Carrier)
Authority.)

**JOINT MOTION FOR APPROVAL OF
UNANIMOUS SETTLEMENT AGREEMENT**

The Staff of the State Corporation Commission of the State of Kansas (Staff and Commission, respectively), and Skylar Mae Dumpster Rental LLC (Carrier), file this Joint Motion requesting the Commission issue an order approving the attached Unanimous Settlement Agreement. In support of its Motion, Staff and Carrier state as follows:

1. On April 30, 2024, a Staff Special Investigator (SI) conducted a compliance review on Carrier's motor carrier operations. As a result of the review, the SI identified eight (8) violations, accounting for six (6) counts, of the Motor Carrier Safety Regulations.
2. On May 14, 2024, the Commission issued a Penalty Order in this docket assessing a \$2,950 civil penalty against Carrier.
3. On June 4, 2024, the Carrier filed a Request for Waiver.
4. On July 3, 2024, and in subsequent correspondence thereafter, a representative for Carrier and Ahsan Latif, Litigation Counsel for Staff (Staff), informally discussed the possibility of a settlement. During the informal 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.

ATTACHMENT “A”

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. Skylar Mae Dumpster Rental LLC is a motor carrier as defined in 49 C.F.R. 390.5, and operates under USDOT number 3795199.

5. On April 30, 2024, a Staff Special Investigator (SI) conducted a compliance review on Carrier's motor carrier operations. As a result of the review, the SI identified eight (8) violations, accounting for six (6) counts, of the Motor Carrier Safety Regulations.

6. On May 14, 2024, the Commission issued a Penalty Order in this docket assessing a \$2,950 civil penalty against Carrier.

7. On June 4, 2024, the Carrier filed a Request for Waiver.

8. On July 3, 2024, and in subsequent correspondence thereafter, a representative for Carrier and Ahsan Latif, Litigation Counsel for Staff (Staff), informally discussed the possibility of a settlement. During the informal 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 UNANIMOUS SETTLEMENT AGREEMENT

9. The parties agree that the Commission has jurisdiction and authority over this matter.

10. 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.

11. Carrier stipulates to the violations as listed in the Commission's Penalty Order, which are hereby incorporated by reference.

12. Carrier agrees to operate commercial motor vehicles subject to the Commission's jurisdiction in a safe manner.

13. Staff agrees to recommend 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.

14. Pursuant to K.S.A. 77-504, the Carrier waives all rights to a hearing on, or appeal of the Invoice, and withdraws its request for a waiver previously filed herein.

15. Pursuant to K.S.A. 77-526, the Commission expressly reserves and maintains the right and authority to enforce the terms of this Agreement.

IV. MODIFICATION OF EXAMINATION AND INVOICE

16. Staff agrees to reduce the \$2,950 civil penalty to \$1,475.

17. Staff's recommendation for reduction of this civil assessment is based upon the specific circumstances of the alleged violation as well as the Carrier's efforts to remediate the violation and attempts to ensure compliance.

18. Carrier agrees to withdraw its Request for Waiver.

19. Carrier, therefore, agrees to pay fines totaling \$1,475 for the violations alleged in the Penalty Order. Staff agrees to extend the timeline for total payment due until August 16, 2024.

20. 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.

21. Carrier agrees that it remains obligated under the terms of the May 14, 2024, Penalty Order to allow at least one follow-up safety compliance review that will be conducted within 18 months from the date the Penalty Order was issued. Staff will contact Carrier at a later date to determine an appropriate time for this review.

22. Carrier understands that failure to pay the civil penalty as set out in ¶19 above, could result in the suspension of its authority without further notice.

23. Staff agrees to recommend 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.

V. RESERVATIONS

24. This Unanimous Settlement Agreement fully resolves issues specifically addressed between the parties. The terms of this Agreement constitute a fair and reasonable resolution of the issues addressed herein.

A. *Negotiated Settlement*

25. 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

CERTIFICATE OF SERVICE

24-TRAM-700-PEN

I, the undersigned, certify that a true copy of the attached Motion has been served to the following by means of electronic service on July 19, 2024.

AHSAN LATIF, LITIGATION COUNSEL
KANSAS CORPORATION COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
ahsan.latif@ks.gov

Malack Nyamweya, CEO
Skylar Mae Dumpster Rental LLC
11056 230th Street
Linwood, KS 66052
malachinyamweya@gmail.com

/S/ Kiley McManaman
Kiley McManaman
