

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

In the Matter of the Investigation of **Andrew's**)
AG Transport LLC, of Isabel, Kansas,)
Regarding the Violation(s) of the Motor Carrier)
Safety Statutes, Rules and Regulations and the) Docket No. 24-TRAM-647-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 Andrew's AG Transport 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 March 7, 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 six (6) violations, accounting for six (6) counts, of the Motor Carrier Safety Regulations.
2. On April 2, 2024, the Commission issued a Penalty Order in this docket assessing a \$1,850 civil penalty against Carrier.
3. On April 18, 2024, the Carrier filed a Request for Hearing.
4. On June 4, 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.

5. The resulting signed Unanimous 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.

6. Should the Commission accept the terms of the attached Unanimous 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 Andrew’s AG Transport LLC request this Joint Motion be granted, and that the attached Unanimous Settlement Agreement be approved.

Respectfully Submitted,

By: */s/ Ahsan Latif*
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Attorney for Commission Staff

By: */s/ Andrew Waggoner*
Andrew Waggoner
Owner
Andrew’s AG Transport LLC
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Owner for Andrew’s AG Transport LLC

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 **Andrew’s AG**)
Transport LLC, of Hoyt, Kansas, Regarding the)
Violation(s) of the Motor Carrier Safety Statutes,)
Rules and Regulations and the Commission’s) Docket No. 24-TRAM-647-PEN
Authority to Impose Penalties, Sanctions and/or)
the Revocation of Motor Carrier Authority.)
)

UNANIMOUS SETTLEMENT AGREEMENT

This Unanimous 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 Andrew’s AG Transport LLC (Andrew’s AG Transport or 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. Andrew's AG Transport LLC is a motor carrier as defined in 49 C.F.R. 390.5, and operates under USDOT number 3750940.

5. On March 7, 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 six (6) violations, accounting for six (6) counts, of the Motor Carrier Safety Regulations.

6. On April 2, 2024, the Commission issued a Penalty Order in this docket assessing a \$1,850 civil penalty against Carrier.

7. On April 18, 2024, the Carrier filed a Request for Hearing.

8. On June 4, 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 hearing 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 \$1,850.00 civil penalty to \$1,350.00.

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 Hearing before the Commission.

19. Carrier, therefore, agrees to pay fines totaling \$1,350 for the violations alleged in the Penalty Order. Staff agrees to extend the timeline for total payment due until July 31, 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 April 2, 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

B. Interdependent Provisions

21. 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.

22. 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.

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

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

By: */s/ Ahsan Latif*
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Attorney for Commission Staff

By: */s/ Andrew Waggoner*
Andrew Waggoner
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Isabel, Kansas, 67065-6035
Email: andywaggoner7@gmail.com

Owner for Andrew's AG Transport LLC

CERTIFICATE OF SERVICE

24-TRAM-647-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 3, 2024.

AHSAN LATIF, LITIGATION COUNSEL
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ahsan.latif@ks.gov

Andrew Waggoner, OWNER OPERATOR
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Isabel, KS 67065
andywaggoner7@gmail.com

/S/ Kiley McManaman
Kiley McManaman
