

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

In the Matter of the Investigation of **Amino**)
Brothers Co., Inc., Regarding Violation(s))
of the Kansas Underground Utility Damage)
Prevention Act (KUUDPA) (K.S.A. 66-) Docket No. 25-DPAX-280-PEN
1801, *et seq.*, and K.A.R. 82-14-1, *et seq.*,)
and the Commission's Authority to Impose)
Penalties and/or Sanctions (K.S.A. 66-)
1,151).)

**JOINT MOTION FOR APPROVAL OF
SETTLEMENT AGREEMENT**

The Staff of the State Corporation Commission of the State of Kansas (Staff and Commission, respectively), by and through its counsel, Ahsan A. Latif, and Amino Brothers Co., Inc. (Amino Brothers), by and through its Utility Damage Prevention Coordinator, Ken Ashmore, file this Joint Motion requesting the Commission issue an Order approving the attached Unanimous Settlement Agreement. In support of this Motion, Staff and Carrier state as follows:

1. On October 24, 2024, Staff investigated the activities and operations of Amino Brothers after damage to an Kansas Gas Service natural gas service line was discovered at 5812 Monrovia Street in Shawnee, Kansas.
2. On February 4, 2025, the Commission issued a Penalty Order to Amino Brothers in this docket assessing a \$500.00 civil penalty.
3. On February 11, 2025, Amino Brothers requested a hearing before the Commission.
4. On February 20, 2025, Ken Ashmore, Utility Damage Prevention Coordinator for Amino Brothers, and Litigation Counsel for Staff, discussed the possibility of a settlement. During this and subsequent discussions, the parties 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's counsel for approval and signature.

5. 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 Amino Brothers. The parties believe that the Agreement represents a reasonable and fair resolution of this matter and that the Commission should approve the Agreement in full.

6. 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 Amino Brothers Co., Inc. request this Joint Motion be granted, and that the attached Settlement Agreement be approved.

Respectfully Submitted,

/s/ Ahsan Latif

/s/ Ken Ashmore

By:

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By:

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Phone: 913-334-2330

Email: ken@aminobros.com
Representative for Amino Brothers Co., Inc.

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and the Commission's Authority to Impose)
Penalties and/or Sanctions (K.S.A. 66-)
1,151).)

SETTLEMENT AGREEMENT

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

I. JURISDICTION

1. The Commission has jurisdiction and authority to administer and enforce the Kansas Underground Utility Damage Prevention Act (KUUDPA), as provided in K.S.A. 66-1801, *et seq.* Likewise, 66-1815 grants the Commission full power and authority to adopt all necessary rules and regulations for carrying out the provisions of K.S.A. 66-1801 through 66-1814, *et seq.*

2. In its enforcement of KUUDPA, pursuant to K.A.R. 82-14-6, as amended, the Commission may investigate an entity under the Commission's jurisdiction and order a hearing on the Commission's own motion when the Commission believes the entity is in violation of the law or any order of the Commission.

3. The Commission shall impose civil penalties and injunctive actions against any person or entity subject to and found in violation of the provisions of KUUDPA, or any rule and

regulation, or any order of the Commission. Each violation is subject to a civil penalty, not to exceed \$25,000, for each day that the violation persists, with a maximum civil penalty of \$1,000,000 for any related series of violations. See K.S.A. 66-1812, 66-1,151 and amendments thereto; and, K.A.R. 82-14-6.

4. 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.

5. Pursuant to K.S.A. 66-1,152, a civil penalty may be compromised by the Commission. In determining the amount of the penalty or the amount agreed in compromise, the appropriateness of the penalty to the size of the business, the gravity of the violation, and the good faith of the person charged in attempting to achieve compliance shall be considered.

II. BACKGROUND

6. Amino Brothers Co., Inc. is an excavator as defined in K.S.A. 66-1,1802.

7. On October 24, 2024, Staff investigated the activities and operations of Amino Brothers after damage to an Kansas Gas Service natural gas service line was discovered at 5812 Monrovia Street in Shawnee, Kansas.

8. On February 4, 2025, the Commission issued a Penalty Order to Amino Brothers in this docket assessing a \$500.00 civil penalty.

9. On February 11, 2025, Carrier requested a hearing before the Commission.

10. On February 20, 2025, Ken Ashmore, Utility Damage Prevention Coordinator for Amino Brothers, and Litigation Counsel for Staff, discussed the possibility of a settlement. During this and subsequent discussions, the parties 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's counsel for approval and signature.

III. TERMS OF THE SETTLEMENT AGREEMENT

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

12. 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.

13. Amino Brothers agrees to conduct any future excavation projects subject to the Commission's jurisdiction in a safe manner.

14. 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.

15. 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.

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

17. 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

18. Staff agrees to reduce the \$500.00 civil fine to \$250.00.

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

20. Amino Brothers agrees to withdraw its Request for Hearing before the Commission and pay the \$250.00 civil fine within thirty (30) days of Commission approval of this settlement agreement.

21. Amino Brothers shall, when applicable, comply with Kansas law governing the Kansas Underground Utility Damage Prevention Act ("KUUDPA"), as provided in K.S.A. 66-1809(a), including the requirement to exercise reasonable care or use nonintrusive means to assure there was not a conflict between underground facilities and excavation activity in the tolerance zone

VI. RESERVATIONS

22. This 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.

23. 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, any party has the option to terminate this Agreement and, if so terminated, none of the signatories hereto shall be bound by, prejudiced, or in any way affected by any of the terms or provisions hereof, unless otherwise provided herein.

24. Unless (and only to the extent) otherwise specified in this Agreement, the signatories to this Agreement 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.

25. Unless (and only to the extent) otherwise specified in this Agreement, this Agreement does not prejudice or waive any party's legal rights, positions, claims, assertions or arguments in any proceedings in this docket, or any other proceeding before the Commission or in any court. 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.

26. This Agreement shall be binding on all parties upon signing.

IN WITNESS WHERETO, Staff and Amino Brothers Co., Inc. hereby execute and approve this Settlement Agreement by subscribing their signatures below.

/s/ Ahsan Latif

/s/ Ken Ashmore

By:

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Kansas City, Kansas 66111
Phone: 913-334-2330

Email: ken@aminobros.com
Representative for Amino Brothers Co.,
Inc.

CERTIFICATE OF SERVICE

25-DPAX-280-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 February 28, 2025.

Ken Ashmore, UTILITY DAMAGE PREVENTION
COORDINATOR
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/S/ Kiley McManaman

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