

**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 of **Rex**                    )  
**Rice Harvesting of Emmett, Kansas,**                    )  
Regarding the Violation of the Motor                    )  
Carrier Safety Statutes, Rules and                    )                    Docket No. 25-TRAM-293-PEN  
Regulations and the Commission's                    )  
Authority to Impose Penalties, Sanctions                    )  
and/or the Revocation of Motor Carrier                    )  
Authority.                    )

**ORDER APPROVING SETTLEMENT AGREEMENT**

The above-captioned matter comes before the State Corporation Commission of the State of Kansas ("Commission") for consideration and determination. Having examined its files and records, the Commission finds and concludes:

**I.        BACKGROUND**

1.        Rex Rice Harvesting (Rex Rice or Carrier) is a motor carrier as defined in 49 C.F.R. 390.5 and operates under USDOT number 4334228.
2.        On January 17, 2025, a Staff Special Investigator (SI) conducted a compliance review on Carrier's motor carrier operations. As a result of the review, the SI identified one hundred and six (106) violations of the Motor Carrier Safety Regulations, which were set forth in four (4) counts.
3.        On February 11, 2025, the Commission issued a Penalty Order in this docket assessing a \$4,900 civil penalty against Carrier.

4. On February 19, 2025, the Carrier contacted Staff stating Rex Rice Harvesting was out of business and requested inactivation its USDOT Number. Staff inactivated the Carrier's USDOT Number.

5. On February 20, 2025, and in subsequent correspondence thereafter, a representative 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.

6. On March 5, 2025, Staff filed a Joint Motion for Approval of Settlement Agreement. The Settlement Agreement is attached to this Order as **Attachment A**.

7. In the Settlement Agreement, Staff agreed to hold in abeyance the \$4,900 civil penalty contingent on Carrier's agreement to refrain from motor carrier operations. Carrier agreed it will no longer operate as a motor carrier, which is defined in 49 C.F.R. 390.5, as adopted by K.A.R. 82-4-3f. If Carrier resumes motor carrier operations, the \$4,900 civil penalty would be reinstated and become due and owing immediately. Failure to pay prior to operation could result in the suspension of its authority without further notice.

8. As of February 19, 2025, Carrier's USDOT Number was listed as inactivated.

## **II. FINDINGS AND CONCLUSIONS**

9. The Commission concludes that 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. 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. The Commission may fine,

sanction, suspend, cancel or revoke a carrier's authority in accordance with K.S.A 66-1,129a, 66-1,130 and 66-1,142b. Further, the Commission has the authority to investigate a party in accordance with K.A.R. 82-1-237.

10. The Commission concludes that settlements are favored by the law. *Bright v. LSI Corp.*, 254 Kan. 853, 869 P.2d 686 (1994). A settlement of issues, all or part, with or without unanimous agreement, will be entertained by the Commission.

11. The Commission has reviewed the Settlement Agreement attached to the Joint Motion for Approval of Settlement Agreement of the parties and concludes that the terms and provisions therein are an appropriate and reasonable disposition of this matter. The Commission therefore adopts and incorporates by reference the terms of the Agreement.

**IT IS, THEREFORE, BY THE COMMISSION ORDERED THAT:**

A. The Joint Motion for Approval of Settlement Agreement entered into between Rex Rice Harvesting and Transportation Staff is hereby granted. The Settlement Agreement is approved.

B. Rex Rice Harvesting's \$4,900 civil penalty is accessed and held in abeyance contingent on Carrier's agreement and actions to refrain from motor carrier operations. If Carrier resumes motor carrier operations, the \$4,900 civil penalty would be reinstated and become due and owing immediately. Failure of Carrier to pay prior to resuming motor carrier operations could result in the suspension of its authority without further notice.

C. Any party may file and serve a petition for reconsideration pursuant to the requirements and time limits established by K.S.A. 77-529(a)(1).<sup>1</sup>

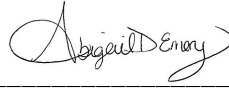
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<sup>1</sup> K.S.A. 66-118b; K.S.A. 77-503(c); K.S.A. 77-531(b).

**BY THE COMMISSION IT IS SO ORDERED.**

French, Chairperson; Keen, Commissioner; Kuether, Commissioner

Dated: 03/11/2025

A handwritten signature in cursive script, appearing to read "Abigail D. Emery".

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Abigail D. Emery  
Acting Secretary to the Commission

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## **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 **Rex Rice** )  
**Harvesting of Emmett, Kansas**, Regarding the )  
Violation(s) of the Motor Carrier Safety Statutes, )  
Rules and Regulations and the Commission's ) Docket No. 25-TRAM-293-PEN  
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 Rex Rice Harvesting (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. Rex Rice Harvesting is a motor carrier as defined in 49 C.F.R. 390.5 and operates under USDOT number 4334228.

5. On January 17, 2025, a Staff Special Investigator (SI) conducted a compliance review on Carrier's motor carrier operations. As a result of the review, the SI identified one hundred and six (106) violations of the Motor Carrier Safety Regulations, which were set forth in four (4) counts.

6. On February 11, 2025, the Commission issued a Penalty Order in this docket assessing a \$4,900 civil penalty against Carrier.

7. On February 19, 2025, the Carrier contacted Staff stating Rex Rice Harvesting was out of business and requested inactivation its USDOT Number. Staff inactivated the Carrier's USDOT Number.

8. On February 20, 2025, and in subsequent correspondence thereafter, a representative 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.

## **III. TERMS OF THE 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 has inactivated its USDOT Number and agrees not to operate as a motor carrier. Staff agreed to hold in abeyance the \$4,900 civil penalty contingent on Carrier's agreement to refrain from motor carrier operations. Carrier agreed it will no longer operate as a motor carrier.

13. Carrier understands that if it resumes motor carrier operations, the \$4,900 civil penalty would be reinstated and become due and owing immediately. Failure to pay prior to operation could result in the suspension of its authority without further notice.

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.

## **V. RESERVATIONS**

15. This 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***

16. 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**

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, 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.

24. 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.

25. 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.

By: /s/ Ahsan Latif  
Ahsan A. Latif, S.Ct. #24709  
Litigation Counsel  
Kansas Corporation Commission  
1500 S.W. Arrowhead Road  
Topeka, Kansas 66604-4027  
Phone: 785-271-3118  
Fax: 785-271-3124  
Email: [a.latif@kcc.ks.gov](mailto:a.latif@kcc.ks.gov)

Attorney for Commission Staff

By: /s/ Rex D. Rice  
Rex D. Rice  
Owner  
Rex Rice Harvesting  
608 S Ridge Street  
Emmett, Kansas, 66783

Owner of Rex Rice Harvesting

## **CERTIFICATE OF SERVICE**

25-TRAM-293-PEN

I, the undersigned, certify that a true copy of the attached Order has been served to the following by means of electronic service on 03/11/2025.

MADISEN HANE, LITIGATION COUNSEL  
KANSAS CORPORATION COMMISSION  
1500 SW ARROWHEAD RD  
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madisen.hane@ks.gov

AHSAN LATIF, LITIGATION COUNSEL  
KANSAS CORPORATION COMMISSION  
1500 SW ARROWHEAD RD  
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Rex Rice, OWNER  
Rex Rice Harvesting  
13655 Highway 63  
Emmett, KS 66422  
rickr@reeseandnovelly.com

/S/ KCC Docket Room  
KCC Docket Room