

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 **A&B**)
Transportation LLC of Kansas City,)
Kansas, Regarding the Violation of the)
Motor Carrier Safety Statutes, Rules and)
Regulations and the Commission’s) Docket No. 23-TRAM-560-PEN
Authority to Impose Penalties, Sanctions)
and/or the Revocation of Motor Carrier)
Authority.)
)

**ORDER APPROVING UNANIMOUS SETTLEMENT AGREEMENT AND LIFTING
SUSPENSION**

The above-captioned matter comes before the State Corporation Commission of the State of Kansas (Commission) for consideration. Having examined its files and records, and being duly advised in the premises, the Commission finds and concludes as follows:

I. BACKGROUND

1. On September 16, 2023, Staff Special Investigator (SI) Matt Adams conducted a compliance review on Carrier’s motor carrier operations. As a result of the review, SIs Pargas and Fryback identified seventy-two (72) violation(s), accounting for nine (9) specific counts, of the Motor Carrier Safety Regulations.

2. On September 26, 2023, the Commission issued a Penalty Order in this docket assessing an \$8,250 civil penalty against Carrier.

3. On December 5, 2023, the Commission issued an Order Suspending Intrastate Motor Carrier Operations due to the Carrier’s failure to pay the \$8,250 civil penalty.

4. On February 1, 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. On February 9, 2024, Staff filed a Joint Motion for Approval of Unanimous Settlement Agreement and Lifting Suspension. The Unanimous Settlement Agreement is attached to this Order as **Attachment A**.

6. In the Unanimous Settlement Agreement, Staff agreed to hold in abeyance the \$8,250 civil penalty contingent on Carrier's agreement to refrain from motor carrier operations. Carrier agreed it will no longer operate as a motor carrier. If Carrier resumes motor carrier operations, the \$8,250 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.

7. As of May 31, 2023, Carrier's USDOT Number was listed as inactivated.

8. As part of the Unanimous Settlement Agreement Staff agreed to recommend the Commission lift Carrier's suspension as the underlying penalty is being held in abeyance. Therefore there is no longer a basis for the suspension.

II. FINDINGS AND CONCLUSIONS

9. The Commission concludes that pursuant to K.S.A. 66-1,108b, 66-1,111, 66-1,112g, and 66-1,115, 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 Unanimous Settlement Agreement attached to the Joint Motion for Approval of Unanimous 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 Unanimous Settlement Agreement entered into between A&B Transportation LLC and Transportation Staff is hereby granted. The terms of the Unanimous Settlement Agreement are approved and are hereby incorporated by reference.

B. A&B Transportation LLC's \$8,250 civil penalty is held in abeyance contingent on Carrier's agreement to refrain from motor carrier operations. If Carrier resumes motor carrier operations, the \$3,350 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.

C. The suspension on A&B Transportation LLC's intrastate motor carrier authority, ordered in the Commission's December 5, 2023 Order, is hereby lifted.

D. 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).¹

BY THE COMMISSION IT IS SO ORDERED.

French, Chairperson; Keen, Commissioner; Kuether, Commissioner

Dated: 02/15/2024



Lynn M. Retz
Executive Director

AAL

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

ATTACHMENT “A”

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

In the Matter of the Investigation **A&B**)
Transportation LLC of Garden City, Kansas,)
Regarding the Violation(s) of the Motor Carrier)
Safety Statutes, Rules and Regulations and the) Docket No. 23-TRAM-560-PEN
Commission's 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 A&B Transportation LLC (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, 66-1,112g and 66-1,115, 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. On September 16, 2023, Staff Special Investigator (SI) Matt Adams conducted a compliance review on Carrier's motor carrier operations. As a result of the review, SIs Pargas and Fryback identified seventy-two (72) violation(s), accounting for nine (9) specific counts, of the Motor Carrier Safety Regulations.

5. On September 26, 2023, the Commission issued a Penalty Order in this docket assessing an \$8,250 civil penalty against Carrier.

6. On December 5, 2023, the Commission issued an Order Suspending Intrastate Motor Carrier Operations due to the Carrier's failure to pay the \$8,250 civil penalty.

7. On February 1, 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

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

11. Carrier has inactivated its USDOT Number and agrees not to operate as a motor carrier. Staff agreed to recommend the Commission lift Carrier's suspension and hold in abeyance the \$8,250 civil penalty contingent on Carrier's agreement to refrain from motor carrier operations. Carrier agreed it will no longer operate as a motor carrier.

12. Carrier understands that if it chooses to resume motor carrier operations, the \$8,250 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.

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.

V. RESERVATIONS

14. 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

15. 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

16. 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.

17. 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.

18. 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
Ahsan A. Latif, S.Ct. #24709
Litigation Counsel
Kansas Corporation Commission
1500 S.W. Arrowhead Road
Topeka, Kansas 66604-4027
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Email: a.latif@kcc.ks.gov

Attorney for Commission Staff

By: /s/ Ismael Abdulhakeem
Ismael Abdulhakeem
Owner
A&B Transportation LLC
241 S. 59th Street
Kansas City, Kansas, 66111

Owner for A&B Transportation LLC

CERTIFICATE OF SERVICE

23-TRAM-560-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 02/15/2024.

ISMAEEL ABDULHAKEEM, MEMBER
A&B TRANSPORTATION LLC
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/S/ KCC Docket Room
KCC Docket Room