

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

In the Matter of the Investigation of **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.)
)

**JOINT MOTION FOR APPROVAL OF
SETTLEMENT AGREEMENT**

The Staff of the State Corporation Commission of the State of Kansas (Staff and Commission, respectively), and Rex Rice Harvesting (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 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.
2. On February 11, 2025, the Commission issued a Penalty Order in this docket assessing a \$4,900 civil penalty against Carrier.
3. 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.
4. 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

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. 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

CERTIFICATE OF SERVICE

25-TRAM-293-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 March 5, 2025.

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/S/ Kiley McManaman
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