

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

In the Matter of the Investigation of **Gorman Stanley**)
of Mound City, Kansas, Pursuant to the Kansas)
Highway Patrol Issuance of a Notice of Violation for)
Violation(s) of the Kansas Motor Carrier Safety) Docket No. 14-GIMM-368-KHP
Statutes, Rules and Regulations and the Commission's)
Authority to Impose Penalties, Sanctions and/or the)
Revocation of Motor Carrier Authority.)

**JOINT MOTION FOR APPROVAL OF
STIPULATED SETTLEMENT AGREEMENT**

The Staff of the State Corporation Commission of the State of Kansas (Staff and Commission, respectively), and Gorman Stanley (Respondent) file this Joint Motion requesting the Commission issue an Order approving the attached Stipulated Settlement Agreement. In support of this Motion, Staff and Respondent state as follows:

1. On or about November 19, 2013, Kansas Highway Patrol Trooper J.J. Weber conducted a routine "Level I - Full" inspection on a commercial motor vehicle operated by the Respondent.
2. As a result of this inspection, Kansas Highway Patrol Trooper J.J. Weber identified eighteen (18) apparent violations of the Kansas motor carrier safety rules and regulations. These violations were documented in Kansas Highway Patrol Driver/Vehicle Examination Report No. KS00QW000624.
3. On or about November 21, 2013, the Commission issued a Notice of Violation and Invoice No. H000544411, filed in this docket on February 13, 2014, assessing Respondent a \$150.00 civil penalty.
4. On or about March 5, 2014, Gorman Stanley; Mike Hoeme, Director of the Commission's Transportation Division; and Robert E. Vincent, Litigation Counsel for Staff

informally discussed the possibility of a settlement. During the informal discussions, Staff and Respondent 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 Respondent for approval and signature.

5. The resulting signed Stipulated 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 Respondent. 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 Stipulated 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 Gorman Stanley request this Joint Motion be granted, and that the attached Stipulated Settlement Agreement be approved.

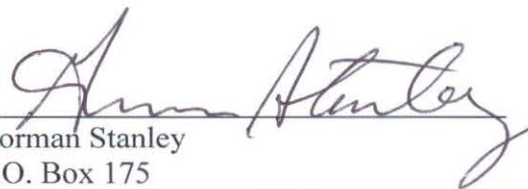
Respectfully Submitted,

By: _____



Robert E. Vincent, S. Ct. #26028
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Attorney for Commission Staff

By: _____



Gorman Stanley
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Phone: 913-738-7739

Respondent

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Revocation of Motor Carrier Authority.)

STIPULATED SETTLEMENT AGREEMENT

This Stipulated 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 Gorman Stanley (Respondent). 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. 2013 Supp. 66-1,108b, 66-1,111, 66-1,112, 66-1,114, 66-1,114b and 66-1,115, and amendments thereto, the Commission is given full power, authority and jurisdiction to supervise and control motor carriers, as defined in K.S.A. 2013 Supp. 66-1,108, 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. 2013 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 a party under its jurisdiction.

4. Pursuant to K.S.A. 2013 Supp. 74-2108, the Kansas Highway Patrol may require the driver of any motor vehicle operated by any motor carrier to stop and submit to an inspection to determine compliance with the laws, rules and regulations relating to motor carriers. Additionally, K.A.R. 82-4-2a gives the Kansas Highway Patrol the authority to examine motor carrier equipment operating on the highways in Kansas, and examine the manner of the motor carrier's conduct as it relates to the public safety and the operation of commercial motor vehicles in Kansas.

5. Pursuant to K.S.A. 2013 Supp. 66-1,129(a), sanctions imposed against motor carriers must be done in accordance with the Kansas administrative procedure act.

6. Pursuant to K.S.A. 2013 Supp. 77-505, nothing in the Kansas administrative procedure act shall preclude the informal settlement of matters that may make other proceedings unnecessary.

7. Pursuant to K.S.A. 2013 Supp. 66-1,142c, 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

8. On or about November 19, 2013, Kansas Highway Patrol Trooper J.J. Weber conducted a routine "Level I - Full" inspection on a commercial motor vehicle operated by the Respondent.

9. As a result of this inspection, Kansas Highway Patrol Trooper J.J. Weber identified eighteen (18) apparent violations of the Kansas motor carrier safety rules and regulations. These violations were documented in Kansas Highway Patrol Driver/Vehicle Examination Report No. KS00QW000624.

10. On or about November 21, 2013, the Commission issued a Notice of Violation and Invoice No. H000544411, filed in this docket on February 13, 2014, assessing Respondent a \$150.00 civil penalty.

11. On or about March 5, 2014, Gorman Stanley; Mike Hoeme, Director of the Commission's Transportation Division; and Robert E. Vincent, Litigation Counsel for Staff informally discussed the possibility of a settlement. During the informal discussions, Staff and Respondent 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 Respondent for approval and signature.

III. TERMS OF THE STIPULATED SETTLEMENT AGREEMENT

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

13. 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.

14. Respondent stipulates to the violations identified in the November 19, 2013, Kansas Highway Patrol Driver/Vehicle Examination Report No. KS00QW000624.

15. Respondent will no longer operate a commercial motor vehicle in furtherance of commerce point-to-point in Kansas.

16. Staff agrees to recommend to the Commission that the \$150.00 civil penalty be suspended so long as Respondent does not operate a commercial motor vehicle in furtherance of commerce in Kansas.

17. Respondent understands and agrees that Respondent is not to drive a commercial motor vehicle in furtherance of commerce in Kansas, and if it is found doing so, the civil penalty set out in Invoice No. H000544411 dated November 21, 2013, of \$150.00 will be reinstated and Respondent will become obligated to pay the amount in full.

18. If Respondent wishes to resume commercial motor vehicle operations in Kansas, Respondent must notify the Commission's Director of Transportation, in writing, prior to engaging in future commercial motor vehicle operations. Respondent agrees that prior to resuming commercial motor carrier operations under any name or in any manner, it will consult the Commission's Director of Transportation and resolve the safety concerns as documented in the November 19, 2013, Kansas Highway Patrol Driver Vehicle Examination Report No. KS00QW000624.

19. 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.

20. Pursuant to K.S.A. 2013 Supp. 77-504, the Respondent waives all rights to a hearing on, or appeal of the Invoice, and withdraws its request for a hearing previously filed herein.

21. Pursuant to K.S.A. 2013 Supp. 77-526, the Commission expressly reserves and maintains the right and authority to enforce the terms of this agreement.

22. Pursuant to the Kansas Judicial Review Act, K.S.A 77-601 *et seq.*, Respondent waives all rights to a hearing on, or appeal of, this Agreement.

IV. RESERVATIONS

23. This Stipulated 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.

24. 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.


25. 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.

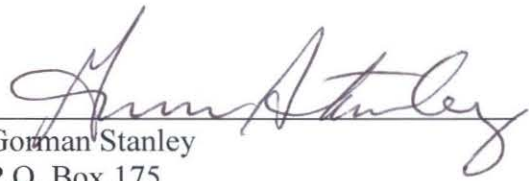
26. Unless (and only to the extent) otherwise specified in this Agreement, this Agreement does not prejudice or waive any party's legal rights, positions, claims, assertions or arguments in any proceedings in this docket, or any other proceeding before the Commission or in any court.

27. 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.

28. This Stipulated Settlement Agreement shall be binding on all parties upon signing.

IN WITNESS WHERETO, Staff and Gorman Stanley hereby execute and approve this Stipulated Settlement Agreement by subscribing their signatures below.

By: 
Robert E. Vincent, S. Ct. #26028
Litigation Counsel
Kansas Corporation Commission
1500 S.W. Arrowhead Road
Topeka, Kansas 66604-4027
Phone: 785-271-3273
Fax: 785-271-3167
Email: r.vincent@kcc.ks.gov
Attorney for Commission Staff

By: 
Gorman Stanley
P.O. Box 175
Mound City, Kansas 66056
Phone: 913-738-7739

Respondent

CERTIFICATE OF SERVICE

14-GIMM-368-KHP

I, the undersigned, hereby certify that a true and correct copy of the above and foregoing docket was placed in the United States mail, postage prepaid, or hand-delivered this 19th day of March, 2014, to the following:

GORMAN STANLEY, OWNER
GORMAN STANLEY
1 COFFEE BEAN LN
MOUND CITY, KS 66056

ROBERT VINCENT, LITIGATION ATTORNEY
KANSAS CORPORATION COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604-4027
Fax: 785-271-3354
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Vicki Jacobsen