

**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 **Go**)
Trucking, Inc. of Garden City, Kansas,)
Regarding the Violation(s) of the Motor) Docket No. 25-TRAM-194-PEN
Carrier Safety Statutes, Rules and)
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. Having examined its files and records, and being duly advised in the premises, the Commission finds and concludes as follows:

I. BACKGROUND

1. Go Trucking, Inc. ("Carrier") is a motor carrier as defined in 49 C.F.R. 390.5 and operates under USDOT number 1255993.
2. From September 11, 2024, through October 8, 2024, Staff Special Investigators ("SIs") conducted a compliance review on Carrier's motor carrier operations. As a result of the review, the SIs identified eighty-four (84) violations of the Motor Carrier Safety Regulations, which were set forth in seventeen (17) counts.
3. January 7, 2025, the Commission issued a Penalty Order to Carrier assessing a civil penalty of \$14,950 for the violations found during the SIs investigation.

4. On January 28, 2025, the Commission received Carrier's Request for Hearing, postmarked January 22, 2025.

5. On March 13, 2025, and in subsequent correspondence thereafter, Litigation Counsel for Carrier and Litigation Counsel for Commission Staff ("Staff"), discussed the possibility of a settlement. During these 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 June 13, 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 proposed Settlement Agreement, Staff agreed to remove Count 5 of the Penalty Order, which alleged the Carrier did not provide maintenance records for two commercial motor vehicles, resulting in two (2) violations of 49 C.F.R. 396.3(b), which carried a \$750.00 civil penalty.

8. Staff's Recommendation for removal of this violation was based upon a meeting between the SIs and the Carrier where additional information was provided regarding the alleged violation.

9. Also in the proposed Settlement Agreement, Carrier agreed to withdraw its hearing request and stipulated to the remaining violations listed in the Commission's January 7, 2025, Penalty Order. Carrier also agreed to pay the remaining \$14,200.00 in civil fines within thirty (30) days of Commission approval of this settlement agreement. Carrier remains obligated to submit to one follow-up safety compliance review within eighteen (18) months of the issuance of the January 7, 2025, Penalty Order at a time agreeable to Staff. Additionally, the Carrier agreed it shall, when applicable, comply with Kansas law governing the regulation of motor carriers, the Kansas

Administrative Regulations and provisions of the Federal Motor Carrier Safety Regulations, as adopted by the Kansas Administrative Regulations.

II. FINDINGS AND CONCLUSIONS

10. 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, 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.

11. Pursuant to K.S.A. 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.

12. The Commission concludes that settlements are favored by the law. *E.g. 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. The parties represent the proposed Settlement Agreement is a reasonable and fair resolution of the issues. The parties also agreed to waive their rights to request reconsideration of this Order, or a judicial review of this Order.¹

13. 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, fair and reasonable disposition of this matter. The Commission therefore adopts and incorporates by reference the terms of the Agreement.

¹ Joint Motion for Approval of Settlement Agreement, p. 2 (Jun. 12, 2025).

IT IS, THEREFORE, BY THE COMMISSION ORDERED THAT:

A. The Joint Motion for Approval of Settlement Agreement entered into between Go Trucking, Inc. and CommissionStaff is hereby granted. The terms of the Settlement Agreement are approved and are hereby incorporated by reference.

B. Count 5 of the January 7, 2025, Penalty Order, which alleged the Carrier did not provide maintenance records for two commercial motor vehicles, resulting in two (2) violations of 49 C.F.R. 396.3(b), which carried a \$750.00 civil penalty, is removed.

C. Go Trucking, Inc's Request for Hearing is withdrawn and Go Trucking, Inc. is ordered to pay the remaining \$14,200.00 in civil fines within thirty (30) days of Commission approval of this Settlement Agreement.

D. Go Trucking, Inc. remains obligated to submit to one follow-up safety compliance review within eighteen (18) months of the January 7, 2025, Penalty Order at a time agreeable to Staff. Additionally, the Carrier will continue to, when applicable, comply with Kansas law governing the regulation of motor carriers, the Kansas Administrative Regulations and provisions of the Federal Motor Carrier Safety Regulations, as adopted by the Kansas Administrative Regulations.

E. 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).²

² 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: 06/24/2025



Celeste Chaney-Tucker
Executive Director

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**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 **Go Trucking,)**
Inc. of Garden City, Kansas, Regarding the)
Violation(s) of the Motor Carrier Safety Statutes,) Docket No. 25-TRAM-194-PEN
Rules and Regulations and the Commission's)
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 Go Trucking, Inc. (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. Go Trucking, Inc. is a motor carrier as defined in 49 C.F.R. 390.5 and operates under USDOT number 3835862.

5. From September 11, 2024, through October 8, 2024, Staff Special Investigators (SIs) conducted a compliance review on Carrier's motor carrier operations. As a result of the review, the SIs identified eighty-four (84) violations of the Motor Carrier Safety Regulations, which were set forth in seventeen (17) counts.

6. On January 7, 2025, the Commission received Carrier's Request for Hearing, postmarked January 22, 2025.

7. On March 13, 2025, and in subsequent correspondence thereafter, Litigation Counsel for Carrier and Litigation Counsel for Commission Staff (Staff), discussed the possibility of a settlement. During these 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

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. 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.
11. Pursuant to K.S.A. 77-526, the Commission expressly reserves and maintains the right and authority to enforce the terms of this Agreement.
12. 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

13. Staff agrees to remove Count 5 of the Penalty Order, which alleged the Carrier did not provide maintenance records for two commercial motor vehicles, resulting in two (2) violations of 49 C.F.R. 396.3(b), resulting in a \$750.00 civil penalty.
14. Staff's recommendation for reduction of this civil assessment is based upon a meeting between the SIs and the Carrier where additional information was provided regarding the alleged violation.
15. Carrier stipulates to the remaining violations as listed in the Commission's Penalty Order, which are hereby incorporated by reference.
16. Carrier agrees to withdraw its Request for Hearing before the Commission and pay the remaining \$14,200.00 in civil fines within thirty (30) days of Commission approval of this settlement agreement.

17. Carrier remains obligated to submit to one follow-up safety compliance review within eighteen (18) months of the January 7, 2025, Penalty Order at a time agreeable to Staff.

18. Carrier shall, when applicable, comply with Kansas law governing the regulation of motor carriers, the Kansas Administrative Regulations and provisions of the Federal Motor Carrier Safety Regulations, as adopted by the Kansas Administrative Regulations.

V. RESERVATIONS

A. *Negotiated Settlement*

19. 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*

19. 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.

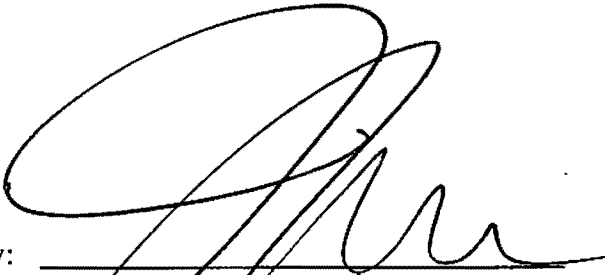
20. If the Commission approves this Agreement in its entirety and incorporates the same into a final order in this docket, the Parties agree to be bound by its terms and the Commission's order incorporating its terms as to all issues addressed herein and will not appeal the Commission's order.

21. 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
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Attorney for Go Trucking, Inc.

CERTIFICATE OF SERVICE

25-TRAM-194-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 06/24/2025.

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/S/ KCC Docket Room

KCC Docket Room