

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

Before Commissioners:                      Shari Feist Albrecht, Chair  
   Thomas E. Wright  
   Jay Scott Emler

In the Matter of Investigation of **Gorman Stanley of**                      )  
**Mound City, Kansas,** Pursuant to the Kansas                      )     Docket No. 14-GIMM-368-KHP  
Highway Patrol Issuance of a Notice of Violation for                      )  
Violations of the Kansas Motor Carrier Safety                      )  
Statutes, Rules and Regulations.                      )

**ORDER APPROVING STIPULATED 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.        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 Gorman Stanley of Mound City, Kansas (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. In the Stipulated Settlement Agreement Respondent stipulates to the violations as set out in Notice of Violation and Invoice No. H000544411. Respondent agrees to not operate a commercial motor vehicle in furtherance of commerce point-to-point in Kansas. As a result, Staff agrees to suspend the \$150.00 civil penalty unless the Respondent resumes commercial motor vehicle operations in Kansas.

6. 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.

7. In signing the Stipulated Settlement Agreement, the parties agree that the Agreement constitutes a reasonable and fair resolution of the outstanding issues raised in this proceeding.

## **II. FINDINGS AND CONCLUSIONS**

5. The Commission finds that the terms and provisions of the Stipulated Settlement Agreement and the waiver of the civil assessment in exchange for requested actions of the Respondent constitute a reasonable and appropriate final resolution of this matter.

6. 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.

7. The Commission further concludes that pursuant to K.S.A. 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. 66-1,108b, 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.

8. The Commission has reviewed the Stipulated Settlement Agreement attached hereto 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.

### **THE COMMISSION THEREFORE ORDERS THAT:**

A. The Joint Motion to Approve the Stipulated Settlement Agreement entered into by Gorman Stanley of Mound City, Kansas and Staff is hereby granted. The terms of the Stipulated Settlement Agreement are approved and are hereby incorporated by reference.


B. The parties have fifteen (15) days, plus three (3) days if service of this order is by mail, from the date this order was received in which to petition the Commission for reconsideration of any issue or issues decided herein. K.S.A. 66-118b; K.S.A. 77-529(a)(1).

C. The Commission retains jurisdiction over the subject matter and the parties for the purpose of entering such further order or orders as it may deem necessary.

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

Albrecht, Chair; Wright, Chmn.; Emler, Com.

Dated: APR 01 2014

  
ORDER MAILED APR 02 2014  
Kim Christiansen  
Executive Director

REV

**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. )

**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.

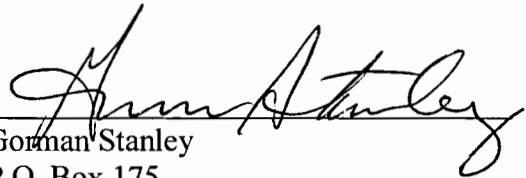
**IN WITNESS WHERETO**, Staff and Gorman Stanley hereby execute and approve this Stipulated Settlement Agreement by subscribing their signatures below.

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

PLEASE FORWARD THE ATTACHED DOCUMENT (S) ISSUED IN THE ABOVE-REFERENCED DOCKET  
TO THE FOLLOWING:

NAME AND ADDRESS	NO. CERT. COPIES	NO. PLAIN COPIES
GORMAN STANLEY, OWNER 1 COFFEE BEAN LN MOUND CITY, KS 66056		
ROBERT VINCENT, LITIGATION ATTORNEY KANSAS CORPORATION COMMISSION 1500 SW ARROWHEAD RD TOPEKA, KS 66604-4027 ***Hand Delivered***		

ORDER MAILED **APR 02 2014**

The Docket Room hereby certified that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, it caused a true and correct copy of the attached ORDER to be deposited in the United States Mail, postage prepaid, and addressed to the above persons.