

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.

4. The parties signed a Stipulated Settlement Agreement and submitted a Joint Motion for its approval to the Commission on December 28, 2016. In the Stipulated Settlement Agreement, Respondent stipulates to the violations as set out in the Commission's Penalty Order. Respondent agrees that, having brought its motor carrier operation into compliance with federal and state motor carrier safety regulations, it will maintain such compliance into the future. Thus, Respondent agrees to pay fines totaling \$3,700 for the above violations. Staff agrees to extend the timeline for total payments due to December 15, 2017, to be repaid as follows: Respondent will make a total of twelve (12) payments. The total number of payments will consist of eleven (11) monthly payments \$310 beginning December 15, 2016, followed by a final payment of \$290 on December 15, 2017; all payments being due on the 15th of each month until the fines are paid in full. Respondent understands and agrees that failure to make one (1) payment will result in the entire remaining balance becoming due in full at that time, and in the immediate suspension of its operating authority without further notice. Respondent further agrees to submit to one follow-up safety compliance review within 18 months of the date of this Order, as well as attend a Commission-sponsored safety seminar within 90 days of the date of this Order. 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 payment agreement of the civil penalty contained therein 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. 2015 Supp. 66-1,108b, 66-1,111, 66-1,112, 66-1,114, 66-1,114b and 66-1,115, the Commission is given full power, authority and jurisdiction to supervise and control motor carriers, as defined in K.S.A. 2015 Supp. 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. 2015 Supp. 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 to the Joint Motion for Approval of Stipulated 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.

THE COMMISSION THEREFORE ORDERS THAT:

A. The Joint Motion to Approve the Stipulated Settlement Agreement entered into by Brian F. Lovgren, d/b/a T R L Trucking and Staff is hereby granted. The terms of the Stipulated Settlement Agreement are approved and are hereby incorporated by reference.

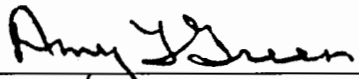
B. The parties have fifteen (15) days, plus three (3) days if mailed service, from the date this order was received in which to petition the Commission for reconsideration. K.S.A. 66-118b; K.S.A. 2015 Supp. 77-529(a)(1).

C. The Commission retains jurisdiction over the subject matter and the parties for the purpose of entering such further orders, as necessary.

BY THE COMMISSION IT IS SO ORDERED.

Emler, Chairman; Albrecht, Commissioner; Apple, Commissioner

Dated: JAN 05 2017



Amy L. Green
Secretary to the Commission

AAL

Order Mailed Date

JAN 06 2017

Before Commissioners: Jay Scott Emler, Chairman
Shari Feist Albrecht
Pat Apple

STIPULATED SETTLEMENT AGREEMENT

I. JURISDICTION

2. Pursuant to K.S.A. 2015 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.

II. BACKGROUND

1. Under the above jurisdiction and authority, on September 11, 2015, Commission Staff (Staff) Special Investigator B.K. Smith conducted a compliance review on Respondent's motor carrier operations. As a result of the review, Investigator Smith identified six (6) violations of the Motor Carrier Safety Regulations.

2. On October 13, 2015, the Commission issued a Penalty Order in this docket assessing a \$3,700 civil penalty against Respondent.

3. To date, Respondent's unpaid balance on the civil penalty assessed in the above Penalty Order is \$3,700.

4. On Tuesday, December 6, 2016, Brian F. Lovgren, Owner of T R L Trucking, and Ahsan Latif, Litigation Counsel for Staff (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

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

6. 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.

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

8. Respondent stipulates that he has submitted a corrective action plan to bring his motor carrier operation into compliance with both state and federal motor carrier safety regulations and will maintain such compliance into the future.

9. Respondent, therefore, agrees to pay fines totaling \$3,700 for the above violations. Staff agrees to extend the timeline for total payments due to December 15, 2017, to be repaid as follows: Respondent will make a total of twelve (12) payments. The total number of payments will consist of eleven (11) monthly payments \$310 beginning December 15, 2016, followed by a final payment of \$290 on December 15, 2017. Monthly payments shall be due on the 15th day of each month. Payment shall be made payable to the Kansas Corporation Commission and mailed to the Kansas Corporation Commission, Legal Division, 1500 S.W. Arrowhead Road, Topeka, Kansas, 66604-4027. ***Respondent shall include the docket number of these proceedings (16-TRAM-153-PEN) in the memo field of the payment.*** Respondent understands and agrees that failure to make the payment will result in the entire remaining balance becoming due in full at that time, as well as the immediate suspension of the carrier's operating authority (if then applicable) without further notice.

10. Respondent acknowledges that at least one safety compliance review will be conducted within 18 months from the date this Agreement is approved or amended pursuant to entry of an order by the Commission. Staff will contact Respondent at a later date to determine an appropriate time for this review.

11. Respondent further agrees to attend a Commission-sponsored safety seminar within the next ninety (90) days from the date this Agreement is approved or amended pursuant to entry of

an order by the Commission. Respondent agrees to provide Staff with written proof of attendance. A schedule of dates and locations for the safety seminar can be found at the Commission's website at http://www.kcc.state.ks.us/trans/safety_meetings.htm.

12. Respondent understands that failure to pay the stipulated civil penalty as set out in ¶ 9 above, could result in the suspension of his authority without further notice and the Commission could submit the matter for judicial enforcement or enforcement through the Kansas Attorney General's Office.

13. Staff agrees to recommend to the Commission that this Agreement be approved. Staff further agrees that upon approval by the Commission, and barring default proceedings pursuant to K.S.A. 2015 Supp. 77-520, as described in ¶ 9 above, this Agreement shall constitute a final resolution of this matter.

IV. RESERVATIONS

14. 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.

15. 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.

16. 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.

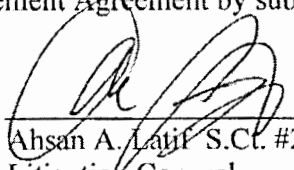
17. Unless (and only to the extent) otherwise specified in this Agreement, this Agreement does not prejudice or waive any party's legal rights, positions, claims, assertions or arguments in any proceedings in this docket, or any other proceeding before the Commission or in any court.

18. 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.

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

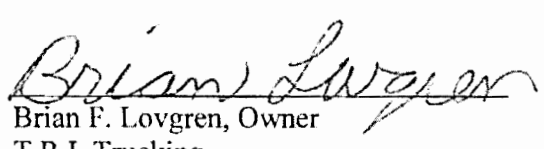
IN WITNESS WHERETO, the parties hereby execute and approve this Stipulated Settlement Agreement by subscribing their signatures below.

By:


Ahsan A. Latif, S.Ct. #24709
Litigation Counsel
Kansas Corporation Commission
1500 S.W. Arrowhead Road
Topeka, Kansas 66604-4027
Phone: 785-271-3118
Fax: 785-271-3124
Email: a.latif@kcc.ks.gov

Attorney for Commission Staff

By:


Brian F. Lovgren, Owner
T R L Trucking
4549 Shawnee Dr.
Kansas City, Kansas 66106

Respondent

CERTIFICATE OF SERVICE

16-TRAM-153-PEN

I, the undersigned, certify that the true copy of the attached Order has been served to the following parties by means of first class mail/hand delivered on JAN 05 2017.

BRIAN F. LOVGREN, OWNER
BRIAN F. LOVGREN
D/B/A T R L Trucking
4549 SHAWNEE DR
KANSAS CITY, KS 66106-3651
trltrucking@yahoo.com

AHSAN LATIF, LITIGATION COUNSEL
KANSAS CORPORATION COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604-4027
Fax: 785-271-3354
a.latif@kcc.ks.gov

/S/ DeeAnn Shupe
DeeAnn Shupe

Order Mailed Date
JAN 06 2017