

**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 )  
**Sipriano Soto-Diaz d/b/a SSS Trucking,** )  
**of Deerfield, Kansas,** Regarding the ) Docket No. 24-TRAM-308-PEN  
Violation of the Motor 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 UNANIMOUS 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. From July 27, 2023, Staff Special Investigators (SIs) Erica Pargas and Penny Fryback conducted a compliance review on Carrier's motor carrier operations. As a result of the review, the SIs identified twenty-three (23) violations, accounting for four (4) specific counts, of the Motor Carrier Safety Regulations.

2. On October 24, 2023, the Commission issued a Penalty Order in this docket assessing a \$5,500 civil penalty against Carrier.

3. On November 3, 2023, and in subsequent correspondence thereafter, a representative for Carrier and Ahsan Latif, Litigation Counsel for Staff (Staff), informally discussed the possibility of a settlement. During the informal 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.

4. On November 14, 2023, Staff filed a Joint Motion for Approval of Stipulated Settlement Agreement. The Unanimous Settlement Agreement is attached to this Order as Attachment A.

5. In the Unanimous Settlement Agreement, Carrier agreed to pay the fines totaling \$5,500 for the violations alleged in the Penalty Order. Staff agreed to extend the timeline for total payment due until February 1, 2024, to be repaid as follows: Carrier will make two payments of \$1,833 due on or before December 1, 2023 and January 1, 2024, respectively. A final payment of \$1,834 shall be made on or before February 1, 2024.

6. Carrier further agreed it remains obligated to have a representative responsible for safety attend a Commission-sponsored safety seminar within ninety days of the October 24, 2023 Penalty Order.

7. Carrier agrees that it remains obligated under the terms of the October 24, 2023 Penalty Order to allow at least one follow-up safety compliance review that will be conducted within 18 months from the date the Penalty Order was issued. Staff will contact Carrier at a later date to determine an appropriate time for this review.

## **II. FINDINGS AND CONCLUSIONS**

8. 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.

9. Pursuant to K.S.A 66-1,129a, 66-1,130 and 66-1,142b, 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.

10. 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 that the entity is in violation of the law or any order of the Commission.

11. 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.

12. The Commission has reviewed the Unanimous Settlement Agreement attached to the Joint Motion for Approval of Unanimous 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.

**IT IS, THEREFORE, BY THE COMMISSION ORDERED THAT:**

A. The Joint Motion for Approval of Unanimous Settlement Agreement entered into between Sipriano Soto-Diaz d/b/a SSS Trucking and Transportation Staff is hereby granted. The terms of the Stipulated Settlement Agreement are approved and are hereby incorporated by reference.

B. Sipriano Soto-Diaz d/b/a SSS Trucking agreed to pay the fines totaling \$5,500 for the violations alleged in the Penalty Order. Carrier will make two payments of \$1,833 due on or before December 1, 2023 and January 1, 2024, respectively. A final payment of \$1,834 shall be made on or before February 1, 2024.

C. 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).<sup>1</sup>

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

French, Chairperson; Keen, Commissioner; Kuether, Commissioner

Dated: 11/28/2023



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Lynn M. Retz  
Executive Director

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<sup>1</sup> K.S.A. 66-118b; K.S.A. 77-503(c); K.S.A. 77-531(b).

# **ATTACHMENT “A”**

**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 **Sipriano Soto- )  
Diaz d/b/a SSS Trucking, of Deerfield, Kansas, )  
Regarding the Violation(s) of the Motor Carrier )  
Safety Statutes, Rules and Regulations and the ) Docket No. 24-TRAM-308-PEN  
Commission’s Authority to Impose Penalties, )  
Sanctions and/or the Revocation of Motor Carrier )  
Authority. )**

**UNANIMOUS SETTLEMENT AGREEMENT**

This Unanimous 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 Sipriano Soto-Diaz d/b/a SSS Trucking (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. On July 27, 2023, Staff Special Investigators (SIs) Erica Pargas and Penny Fryback conducted a compliance review on Carrier's motor carrier operations. As a result of the review, the SIs identified twenty-three (23) violations, accounting for four (4) specific counts, of the Motor Carrier Safety Regulations.

5. On October 24, 2023, the Commission issued a Penalty Order in this docket assessing a \$5,500 civil penalty against Carrier.

6. On November 3, 2023, and in subsequent correspondence thereafter, a representative for Carrier and Ahsan Latif, Litigation Counsel for Staff (Staff), informally discussed the possibility of a settlement. During the informal 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 UNANIMOUS SETTLEMENT AGREEMENT**

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

8. 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.

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

10. 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.

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. Carrier agrees to pay fines totaling \$5,500 for the violations alleged in the Penalty Order. Staff agrees to extend the timeline for total payment due until February 1, 2024, to be repaid as follows: Carrier will make two payments of \$1,833 due on or before December 1, 2023 and January 1, 2024, respectively. A final payment of \$1,834 shall be made on or before February 1, 2024. All payments 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. ***Carrier shall include the docket number of these proceedings (24-TRAM-308-PEN) in the memo field of the payment. Carrier understands and agrees that failure to make a 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 the n applicable) without further notice.***

14. 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.

15. Carrier agrees that it remains obligated under the terms of the October 24, 2023 Penalty Order to allow at least one follow-up safety compliance review that will be conducted within 18



months from the date the Penalty Order was issued. Staff will contact Carrier at a later date to determine an appropriate time for this review.

16. Carrier agrees that it remains obligated under the October 24, 2023 Penalty Order to have a representative responsible for safety attend a Commission-sponsored safety seminar within ninety (90) days.

17. Carrier understands that failure to pay the civil penalty as set out in ¶13 above, could result in the suspension of its authority without further notice.

18. 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.

## **V. RESERVATIONS**

19. This Unanimous 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***

20. 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**

21. 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.

22. 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.

23. This Unanimous Settlement Agreement shall be binding on all parties upon signing.

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

By: /s/ Ahsan Latif  
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](mailto:a.latif@kcc.ks.gov)

Attorney for Commission Staff

By: Sipriano Soto Diaz  
Sipriano Soto-Diaz  
Owner  
SSS Trucking  
PO Box 26  
Deerfield, Kansas 67838

Owner for SSS Trucking

**CERTIFICATE OF SERVICE**

24-TRAM-308-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 11/28/2023.

AHSAN LATIF, LITIGATION COUNSEL  
KANSAS CORPORATION COMMISSION  
1500 SW ARROWHEAD RD  
TOPEKA, KS 66604  
a.latif@kcc.ks.gov

Sipriano Soto-Diaz, OWNER  
Sipriano Soto-Diaz  
D/B/A SSS Trucking  
PO Box 26  
Deerfield, KS 67838

/S/ KCC Docket Room  
KCC Docket Room