

**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 **Javier**)
G Morales d/b/a J's Trucking of Garden)
City, Kansas, Regarding the Violation of)
the Motor Carrier Safety Statutes, Rules and)
Regulations and the Commission's) Docket No. 24-TRAM-323-PEN
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. On August 17, 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, SIs Pargas and Fryback identified fifty-nine (59) violation(s), accounting for five (5) specific counts, of the Motor Carrier Safety Regulations.

2. On November 7, 2023, the Commission issued a Penalty Order in this docket assessing a \$3,350 civil penalty against Carrier.

3. On November 30, 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 December 5, 2023, Staff filed a Joint Motion for Approval of Unanimous Settlement Agreement. The Unanimous Settlement Agreement is attached to this Order as **Attachment A**.

5. In the Unanimous Settlement Agreement, Staff agreed to hold in abeyance the \$3,350 civil penalty contingent on Carrier's agreement to refrain from motor carrier operations. Carrier agreed it will no longer operate as a motor carrier. If Carrier resumes motor carrier operations, the \$3,350 civil penalty would be reinstated and become due and owing immediately. Failure to pay prior to operation could result in the suspension of its authority without further notice.

6. As of December 4, 2023, Carrier's USDOT Number was listed as inactivated.

II. FINDINGS AND CONCLUSIONS

7. 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 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. 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 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.

9. 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 Javier G Morales d/b/a J's Trucking and Transportation Staff is hereby granted. The terms of the Unanimous Settlement Agreement are approved and are hereby incorporated by reference.

B. Javier G Morales d/b/a J's Trucking's \$3,350 civil penalty is held in abeyance contingent on Carrier's agreement to refrain from motor carrier operations. If Carrier resumes motor carrier operations, the \$3,350 civil penalty would be reinstated and become due and owing immediately. Failure to pay prior to operation could result in the suspension of its authority without further notice.

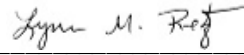
C. Any party may file and serve a petition for reconsideration pursuant to the requirements and time limits established by K.S.A. 77-529(a)(1).¹

¹ 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: 12/12/2023



Lynn M. Retz
Executive Director

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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 **Javier G**)
Morales d/b/a J's Trucking of Garden City,)
Kansas, Regarding the Violation(s) of the Motor)
Carrier Safety Statutes, Rules and Regulations) Docket No. 24-TRAM-323-PEN
and the 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 Javier G Morales d/b/a J's 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 August 17, 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, SIs Pargas and Fryback identified fifty-nine (59) violation(s), accounting for five (5) specific counts, of the Motor Carrier Safety Regulations.

5. On November 7, 2023, the Commission issued a Penalty Order in this docket assessing a \$3,350 civil penalty against Carrier.

6. On November 30, 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. Carrier has deactivated its USDOT Number and agrees not to operate as a motor carrier. Staff agreed to hold in abeyance the \$3,350 civil penalty contingent on Carrier's agreement to refrain from motor carrier operations. Carrier agreed it will no longer operate as a motor carrier.

11. Carrier understands that if it chooses to resume motor carrier operations, the \$3,350 civil penalty would be reinstated and become due and owing immediately. Failure to pay prior to operation could result in the suspension of its authority without further notice.

12. 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

13. 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

14. 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

Attorney for Commission Staff

By: */s/ Javier G Morales*
Javier G Morales
Owner
Javier G Morales d/b/a J's Trucking
730 Industrial Dr. #122
Garden City, Kansas, 67846

Owner for Javier G Morales d/b/a J's Trucking

CERTIFICATE OF SERVICE

24-TRAM-323-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 12/12/2023.

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

Javier G Morales, OWNER
Javier G Morales
D/B/A J's Trucking
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morales.js04@yahoo.com

/S/ KCC Docket Room
KCC Docket Room