

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA**

**IN THE MATTER OF PUC STAFF'S COMPLAINT )  
AGAINST DALLAS LANGLEY TRUCKING. )  
)**

**STIPULATION  
  
GW21-007**

This Stipulation reflects the resolution reached between the Staff of the Public Utilities Commission (Staff) and Dallas Langley Trucking. (Dallas).

**I. BACKGROUND**

On December 30, 2021 Staff filed with the Public Utilities Commission (Commission) a Complaint against Dallas. Dallas has done business in the state of South Dakota for more than fifteen years. During that time, Dallas operated as a grain buyer as defined in SDCL 49-15-1.1(3). On or about November 30, 2021, Staff became aware that Dallas had engaged in purchasing grain for resale in South Dakota during a period in which Dallas' grain buyer's license had lapsed due to non-renewal. Specifically, Dallas had purchased five loads of grain between July 1, 2021 and November 30, 2021.

The penalty for operating as a grain buyer without a license is described in SDCL 49-45-1. Which provides for a fine of \$1,000 for each purchase of grain up to a maximum fine of \$20,000, however in this case, since five purchases are at issue, the maximum fine is \$5,000. If, after a hearing, the Commission believed Dallas had made five purchases during the time it was not licensed, Dallas could be subject to a \$5,000 fine.

Now, to avoid a hearing, Staff and Dallas stipulate to the facts below and agree to resolve this matter as follows:

1. Dallas is located in Nebraska and operates as a "grain buyer" in South Dakota as the term is defined in SDCL 49-45-1.1(3).
2. Dallas is not currently licensed to operate in the State of South Dakota.

3. Dallas engaged in the business of purchasing grain for the purpose of resale without a license.
4. Dallas is subject to licensure as required by SDCL 49-45-1.
5. Both Staff and Dallas agree that between July 1, 2021 and November 30, 2021, Dallas made five purchases of grain for resale in South Dakota without a license.
6. Both Staff and Dallas acknowledge that Dallas is subject to penalties up to \$5,000 for operating as a grain buyer without a license.
7. Both Staff and Dallas agree that all documents filed in the docket should be admitted to the record and that the Commission may make a determination regarding the appropriate penalty, up to \$5,000, to be assessed against Dallas. Both Staff and Dallas are free to submit a recommendation regarding an appropriate penalty to be assessed against Dallas.
8. Dallas agrees it will not operate as a grain buyer in this state until such time as Dallas obtains a grain buyer license and any penalty assessed against Dallas by this Commission is paid in full.
9. Staff agrees this Stipulation, if approved by the Commission, and any associated penalty assessed by the Commission, represents the final disposition of the issues specified herein and Staff will not pursue additional fines or penalties for the infractions outlined in this Agreement.

Both Parties acknowledge that they may have different reasoning for the agreed upon stipulation and absent the stipulation, both parties could have presented argument supporting their positions. This Stipulation does not reflect the concession of any single issue, but a negotiated global agreement.

Dated this 21 day of January 2022.

**South Dakota Public Utilities Commission Staff**

By: Amanda M. Reiss  
Amanda M. Reiss

Its: Staff Attorney

**Dallas Langley Trucking**

By: Dallas Langley Trucking  
Dallas Langley

Its: Dallas Langley