

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of Bob Stratton/Service 1 :  
Marine, Notice of Apparent Violation :  
and Intent to Assess Forfeiture. : Case No. 10-75-TR-CVF  
: (OH1071001909C)

Respondent. :  
:

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**SETTLEMENT AGREEMENT**

**I. Introduction**

Pursuant to Rule 4901:2-7-11 of the Ohio Administrative Code (O.A.C.), Bob Stratton (Respondent Carrier or Respondent) and the Staff of the Transportation Department of the Public Utilities Commission of Ohio (Staff) enter into this Settlement Agreement and urge the Commission to adopt the same.

It is understood by the Respondent and the Staff that this Settlement Agreement is not binding upon the Public Utilities Commission of Ohio (Commission). This agreement, however, is based on the Respondent's and the Staff's desire to arrive at a reasonable result considering the law, facts and circumstances. Accordingly, the Respondent and the Staff believe that the Commission should adopt this Settlement Agreement.

This Settlement Agreement is submitted on the condition that the Commission adopts the agreed upon terms. In the event the Commission rejects any part of the Settlement Agreement, or adds to, or otherwise materially modifies its terms, each party

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shall have the right, within thirty days of the Commission's order, to file an application for rehearing that includes a request to terminate and withdraw from the Settlement Agreement. Upon the application for rehearing and request to terminate/withdraw from the Settlement Agreement being granted by the Commission, the Settlement Agreement shall immediately become null and void. In such event, the parties shall proceed to a hearing as if this Settlement Agreement had never been executed.

## **II. Procedural History**

- A. On May 15, 2009, Respondent's commercial motor vehicle was stopped and inspected within the State of Ohio. As a result of the inspection, Respondent's driver was served a Driver/Vehicle Examination Report that included Carrier citations for failing to display Carrier's USDOT Number, as required by 49 C.F.R. 390.21 (b); failing to pay UCR fee, as required under 49 C.F.R. 392.2; and operating without the required operating authority, as required by 49 C.F.R. 392.9a (a) (1).
- B. On May 28, 2009, Commission Staff sent Respondent a combined Notice of Apparent Violation and Intent to Assess Forfeiture in accordance with Rules 4901:2-7-05 and 07. This combined notice contained the same Federal Motor Carrier Safety Regulations citations that were listed in the Driver/Vehicle Examination Report that was served on the Carrier's driver at the time of the inspection. The \$700.00 forfeiture that was assessed by Staff for the violations in this case was included in the notice.

- C. On October 5, 2009, a settlement conference was held between Staff and Respondent. At that time, Staff and Respondent were unable to settle the case.
- D. On January 4, 2010, Staff sent Respondent a notice of preliminary determination, pursuant to Rule 4901:2-07-12 of the O.A.C., which contained the same Carrier citations that were included in the Driver/Vehicle Examination Report above. In response to the notice of preliminary determination, Respondent made a timely formal request for an administrative hearing pursuant to Rule 4901:2-7-13 of the O.A.C. in this case.
- E. The parties have negotiated this Settlement Agreement which the parties believe resolves all the issues raised in the case.

### **III. Settlement Agreement**

The parties hereto agree and recommend that the Commission find as follows:

- A. The parties agree to a total civil forfeiture of \$700.00.
- B. The Commission Staff and Respondent agree that the Carrier citations for 49 C.F.R. 390.21(b) failing to display the Carrier USDOT Number, 49 C.F.R. 392.2 for failing to pay UCR fee, and 49 C.F.R. 392.9a (a) (1) for operating without the required operating authority, may be included in Respondent's Safety-Net record and history of violations for purposes of determining future penalty actions.

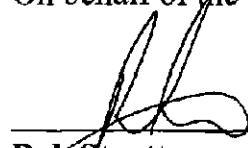
- C. Within 30 days of the effective date of the Settlement Agreement, Respondent shall make a payment of \$100 each month for seven consecutive months until the balance or total amount of \$700.00 is paid-in-full. Each of the seven payments shall be made using a certified check or money order payable to: "Treasurer State of Ohio," and mail to: PUCO Fiscal, 180 E. Broad St., 4<sup>th</sup> Floor, Columbus, Ohio 43215-3793. The case number should be referenced with all payments.
- D. This Settlement Agreement shall not become effective until adopted by an Opinion and Order of the Commission. The date of the entry of the Commission order adopting the Settlement Agreement shall be considered the effective date of the Settlement Agreement.
- E. This Settlement Agreement is made in settlement of all factual or legal issues in this case. It is not intended to have any affect whatsoever in any other case or proceeding.

#### **IV. Conclusion**

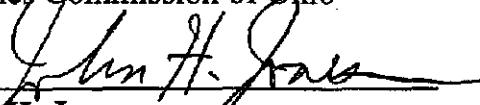
This agreement, which is subject to the Rules of the Commission, constitutes the entire agreement of the parties. The Signatory parties agree that this Settlement Agreement is in the best interest of all parties, and urge the Commission to adopt the same. The undersigned respectfully request that the Commission issue an entry in accordance with the terms set forth in this Settlement Agreement.

The parties have manifested their consent to the Settlement Agreement by affixing their signatures below on this 30<sup>th</sup> day of March, 2010.

On behalf of the Respondent

  
**Bob Stratton**  
P.O. Box 911  
New Buffalo, MI 49117  
(269) 470-9911

On behalf of the Staff of the Public  
Utilities Commission of Ohio

  
**John H. Jones**  
Assistant Attorney General  
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