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**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Request of)	Case No. 11-5025-TR-CVF
ContainerPort Group, Inc., for an)	(OH3242007474C)
Administrative Hearing.)	

SETTLEMENT AGREEMENT

I. Introduction

Pursuant to Rule 4901:2-7-11 of the Ohio Administrative Code (O.A.C.), ContainerPort Group, Inc. (Respondent) and the Staff of the Transportation Department of the Public Utilities Commission of Ohio (Staff) enter into this agreement to resolve all issues in the above captioned case.

It is understood by 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 parties' desire to arrive at a reasonable result considering the law, facts, and circumstances. Accordingly, Respondent and the Staff encourage and recommend that the Commission 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 shall have the right, within thirty (30) days of the date of the Commission's entry or

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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 and 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. History

- A. On June 24, 2011, a vehicle operated by Respondent was inspected within the State of Ohio.
- B. As a result of the inspection, Respondent was timely served with a notice of preliminary determination in accordance with Rule 4901:2-7-12, O.A.C. The preliminary determination assessed Respondent \$600.00 for three (3) violations: (i) a violation of 49 C.F.R. §396.3(a)(1) (out of service brakes); (ii) a second violation under 49 C.F.R. §396.3(a)(1) (parts and accessories in unsafe condition); and (iii) a violation of 49 C.F.R. §393.48(a) (inoperative or defective brakes).
- C. Respondent requested an administrative hearing pursuant to 4901:2-7-13, O.A.C.
- D. The parties have negotiated this Settlement Agreement, which the parties believe resolves all of the issues raised in the notice of preliminary determination.

III. Settlement Agreement

The Staff and Respondent agree and recommend that the Commission find as follows:

- A. Staff finds that the forfeiture amount was incorrectly calculated, and agrees to reduce the amount of the forfeiture to \$200.00.
- B. For purposes of settlement only, and not as an admission that the violations occurred as alleged, Respondent agrees that the above referenced violations may be included in Respondent's Safety-Net Record and history of violations, insofar as it may be relevant for purposes of determining future penalty actions.
- C. Respondent agrees to pay an amount of \$200.00 in order to resolve this case.
- D. Respondent will pay a civil forfeiture of \$200.00 within thirty (30) days of the Commission's order approving this Settlement Agreement. The payment shall be made by certified check or money order made payable to "Treasurer State of Ohio," and shall be mailed to PUCO Fiscal, 180 E. Broad St., 4th floor, Columbus, OH 43215-3793. The case number (OH3242007474C) must appear on the face of the check.
- E. This Settlement Agreement shall not become effective until adopted by the Commission. The date of the entry or order of the Commission adopting the Settlement Agreement shall be considered the effective date of the

Settlement Agreement. This Settlement Agreement is intended to resolve only factual or legal issues raised in this case. It is not intended to have any effect whatsoever in any other case or proceeding.

IV. Conclusion

The undersigned respectfully request that the Commission adopt the agreement in its entirety.

The parties have manifested their consent and authority to enter into the Settlement Agreement by signing below on this 18th day of October, 2011.

Respondent

Jason Wood on behalf of ContainerPort Group

ContainerPort Group, Inc.
1340 Depot Street Suite 103
Cleveland, Ohio 44116

(DDP)

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

Devin D. Parram

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