

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Request of : Case No. 12-1507-TR-CVF  
**Construction Materials Specialists,** : (OH3247008621C)  
**LLC for an Administrative Hearing.** :

# SETTLEMENT AGREEMENT

## I. Introduction

Pursuant to Rule 4901:2-7-11 of the Ohio Administrative Code (O.A.C.),  
Construction Materials Specialists LLC (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.

Respondent and the Staff understand 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, the 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 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 November 10, 2011, a vehicle operated by Construction Materials Specialists LLC and driven by Lorne D. Hoerig was inspected within the State of Ohio.
- B. As a result of the inspection, the Staff timely notified the Respondent pursuant to Rule 4901:2-7-07, O.A.C that it intended to make a civil monetary assessment of \$100.00 against the Respondent for violating 49 CFR §172.502(a)(2) (Sign or Device Could be Confused with HM Placard).
- C. A conference was conducted pursuant to Rule 4901:2-7-10(B), O.A.C. at which the Respondent had a full opportunity to present any reasons why the violation did not occur as alleged, mitigating circumstances regarding the

amount of forfeiture, and any other information relevant to the Staff's proposed action.

- D. As a result of the conference, the Staff served the Respondent with a notice of preliminary determination pursuant to Rule 4901:2-7-12, O.A.C. The preliminary determination assessed Construction Materials Specialists LLC \$100.00 for violating 49 CFR § 172.502(a) (2) (Sign or Device Could be Confused with HM Placard).
- E. The Respondent requested an administrative hearing pursuant to 4901:2-7-13, O.A.C.
- F. The parties participated in a preconference hearing.
- G. Pursuant to the parties' discussions in the preconference hearing, 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 the Respondent agree and recommend that the Commission find as follows:

- A. For purposes of settlement only, and not as an admission that the violations occurred as alleged, Construction Materials Specialists LLC agrees that the violation of 49 CFR § 172.502(a)(2) may be included in Construction Materials Specialists LLC's Safety-Net Record and history of violations,

insofar as it may be relevant for purposes of determining future penalty actions.

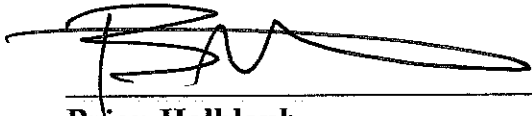
- B. Construction Materials Specialists LLC will pay a civil forfeiture of \$100.00 for the total forfeiture agreed. Construction Material Specialists LLC must make such payment within thirty (30) days of the Commission's order approving this Settlement Agreement. Construction Materials Specialists LLC must make the payment by certified check or money order payable to "Treasurer State of Ohio," and mail the payment to PUCO Fiscal, 180 E. Broad St., 4th floor, Columbus, OH 43215-3793. The case number (OH3247008621C) should appear on the face of the check.
- C. 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 affect whatsoever in any other case or proceeding.

#### IV. Conclusion

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

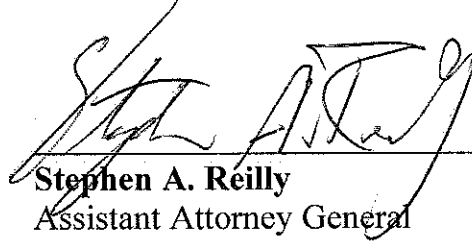
The parties have manifested their consent and authority to enter into the Settlement Agreement by affixing their signatures below on this 27 day of JUNE, 2012, 2012.

**On behalf of Construction Materials Specialists, LLC:**



**Brian Halblaub**  
Construction Materials Specialists, LLC  
5780 Crossroads Commerce Pkwy SW  
Wyoming, MI 49519

**On behalf of the Staff of The Public Utilities Commission of Ohio:**



**Stephen A. Reilly**  
Assistant Attorney General  
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**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

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**in**

**Case No(s). 12-1507-TR-CVF**

Summary: Agreement Settlement Agreement submitted on behalf of the Staff of the Public Utilities Commission of Ohio and Respondent, Construction Materials Sepcialists, LLC. electronically filed by Kimberly L Keeton on behalf of Public Utilities Commission of Ohio