

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of Best Auto Carrier,
Notice of Apparent Violation and
Intent to Assess Forfeiture.

: Case No. 17-0937-TR-CVF
: (OH3235003958C)
:
:

SETTLEMENT AGREEMENT

I. Introduction

Pursuant to Rule 4901:2-7-11 of the Ohio Administrative Code (O.A.C.), Best Auto Carrier ("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 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 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 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 3, 2016, the Respondent's vehicle was stopped and inspected by Staff of the Department of Public Safety, within the State of Ohio.
- B. As a result of apparent violations discovered during the inspection, the Respondent was timely served with a notice of preliminary determination in accordance with Ohio Administrative Code (O.A.C) 4901:2-7-12.
- C. The notice of preliminary determination notified Respondent that the Commission intended to assess an aggregate forfeiture of \$600.00 against the Respondent as follows:
 - \$0.00 for violation of 49 C.F.R. 393.55E (no or defective ABS

Malfunction Indicator Lamp for trailer manufactured after 03/01/1998);

- \$500.00 for violation of 49 C.F.R. 387.301A (no evidence of public liability and property damage insurance); and
- \$100.00 for violation of 396.9D (2) (failure to correct defects noted on previous inspection report).

D. The Respondent requested an administrative hearing pursuant to O.A.C 4901:2-7-13.

E. 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. Upon further review of the unique facts of this case, Staff agrees to lower to \$0.00 the civil forfeiture amount for the alleged violation of 49 C.F.R. 387.301A.
- B. Upon further review of the unique facts of this case, Staff agrees to lower to \$0.00 the civil forfeiture amount for the alleged violation of 49 C.F.R.

396.9D (2).

- B. For purposes of settlement, and not as an admission or evidence that the violations occurred as alleged, Respondent agrees that the violations of 49 CFR 387.301A, 396.9D (2) and 393.55E listed above and in the notice of preliminary determination may be included in Respondent's history of violations, insofar as it may be relevant for purposes of determining future penalty actions.
- C. Accordingly, Respondent does not need to make any payments for civil forfeiture to the Commission in regards to this settled matter.
- D. This Settlement Agreement shall not become effective until adopted by the Commission. The date of the entry or order of the Commission adopting this Settlement Agreement shall be considered the effective date of this Settlement Agreement. This Settlement Agreement is intended to resolve only factual or legal issues raised in this case. It is not intended to affect whatsoever any other case or proceeding.

IV. Conclusion

The undersigned respectfully request that the Commission adopt this Settlement Agreement in its entirety. The parties have manifested their consent and authority to enter into the Settlement Agreement by affixing their signatures below.


On the Behalf of Best Auto
Carriers



**Authorized Representative of
Best Auto Carriers**

Dorin Silaghi
2413 W. Hedgehog PL
Phoenix, AZ. 85085

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



Robert Eubanks
Assistant Attorney General
Public Utilities Section
30 East Broad Street, 16th Floor
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This foregoing document was electronically filed with the Public Utilities

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in

Case No(s). 17-0937-TR-CVF

Summary: Stipulation /Settlement Agreement submitted by Assistant Attorney General Robert Eubanks on behalf of the Staff of the Public Utilities Commission of Ohio electronically filed by Kimberly L Keeton on behalf of Public Utilities Commission of Ohio