

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of James Custer, Notice	:	Case No. 18-1752-TR-CVF
of Apparent Violation and Intent to	:	(OH3288010380D)
Assess Forfeiture.	:	

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**SETTLEMENT AGREEMENT**

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- 1) Pursuant to Rule 4901:2-7-11, Ohio Adm. Code, James Custer (Driver or Respondent) and the Staff of the Transportation Department of the Public Utilities Commission of Ohio (Staff) (Collectively, the Parties) enter into this Settlement Agreement to resolve all issues in the above captioned case.
- 2) On May 16, 2018, a commercial motor vehicle (CMV) operated by MJ Daniels and driven by James Custer was inspected within the state of Ohio. As the result of the inspection, Respondent was served a notice of preliminary determination (NPD) that assessed a civil forfeiture of \$350.00 to Respondent for the following rule violations of the Public Utilities Commission of Ohio (Commission), as follows:
  - 49 C.F.R. 395.8(a) (ELD – No record of duty status).
  - 49 C.F.R. 383.23(a)(2) (Operating a CMV without a CDL).
- 3) In response to the NPD, the Respondent made a timely formal request for an administrative hearing pursuant to Rule 4901:2-7-13, Ohio Adm. Code. A prehearing conference was conducted on January 24, 2019.

- 4) For purposes of settlement only, Staff agrees to reduce the total civil forfeiture to \$200.00 for the reason that Respondent's corrective action is to ensure that he does not operate a CDL required combination in the future. Accordingly, the Parties agree that Respondent shall make a civil forfeiture payment of \$200.00 no later than 30 days after the effective date of this Settlement Agreement. The date of the entry of the Commission order adopting the Settlement Agreement shall be considered the effective date of the Settlement Agreement.
- 5) It is understood by the Respondent and the Staff that this Settlement Agreement can be considered to determine future forfeitures if Respondent has any future cases before the Commission. It is also understood by the Respondent and the Staff that this Settlement Agreement is not binding upon the 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 recommend that the Commission adopt this Settlement Agreement.
- 6) 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 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 ter-

minate/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.

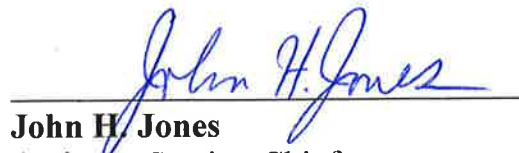
- 7) This Settlement Agreement is made in settlement of all factual and/or legal issues in this case.
- 8) This agreement, which is subject to the Rules of the Commission, constitutes the entire agreement of the Parties. The Signatory Parties agree that this Settlement Agreement is in the best interest of all the Parties, and recommend 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.
- 9) The Parties have manifested their consent to the Settlement Agreement by affixing their signatures below on this 23<sup>rd</sup> day of March, 2019.

On behalf of the Respondent



**James Custer**  
690 Cooper Ave.  
Johnstown, PA 15906  
814.539.3714

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



**John H. Jones**  
Assistant Section Chief  
Public Utilities Section  
30 East Broad Street, 16<sup>th</sup> Floor  
Columbus, OH 43215-3414  
614.466.4397 (telephone)  
866.524.1223 (fax)  
[john.jones@ohioattorneygeneral.gov](mailto:john.jones@ohioattorneygeneral.gov)

**This foregoing document was electronically filed with the Public Utilities**

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**Case No(s). 18-1752-TR-CVF**

Summary: Agreement Settlement Agreement electronically filed by Ms. Tonnetta Scott on behalf of PUC