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BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO

PUCO

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In the Matter of the Request of Calvin : Case No. 09-330-TR-CVF
Ferris for an Administrative Hearing. : (OH3283005564C)
:

SETTLEMENT AGREEMENT

I. Introduction

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

It is 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 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 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

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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. Procedural History

- A. On May 13, 2008, a vehicle operated and driven by the Respondent was inspected within the State of Ohio. The inspection resulted in the discovery of four apparent violations: defective brake, 1R-brake chamber, in violation of 49 C.F.R. § 393.45; clamp or roto type brake(s) out of adjustment, 1R-chamber, in violation of 49 CFR §393.47(e) ; clamp or roto type brake(s) out of adjustment, 4L-chamber, in violation of 49 CFR §393.47(e); and inoperable low air warning device, light or buzzer would not work, in violation of 49 CFR §393.51.
- B. The Staff timely served the Respondent with a notice of preliminary determination in accordance with O.A.C. Rule 4901:2-7-12 for Case No. OH3251007533C. Staff proposed a civil forfeiture of \$350 for the alleged violations.
- C. The Respondent made a timely formal request for an administrative hearing pursuant to O.A.C. Rule 4901:2-7-13.
- D. Staff believes a reduction from the proposed civil forfeiture is appropriate based upon information provided by Respondent and the compounding of

the originally proposed civil forfeiture due to two violations involving the same brake chamber, 1R-brake chamber.

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

- A. The Staff and the Respondent agree that Respondent will pay a civil forfeiture of \$175.00 for the violations.
- B. The civil forfeitures shall be paid by certified check or money order made payable to "Treasure State of Ohio", and it shall be mailed to PUCO Fiscal, 180 E. Broad St., 10th floor, Columbus, OH 43215-3793; the case number should appear on the face of the check.
- C. For purposes of settlement, and not as an admission or evidence that the violation occurred, the Staff and the Respondent agree that the violations cited in paragraph II.A. may be included in the Respondent's Safety-Net record and history of violations insofar as it may be relevant for purposes of determining future penalty actions.
- D. 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.


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

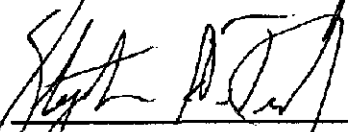
This Settlement Agreement, which is subject to the rules of the Commission, constitutes the entire agreement of the parties. The signatory parties agree that this Settlement Agreement is in the best interest of all parties, and urge the Commission to adopt the same. The undersigned respectfully request that the Commission issue an entry or order 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 23 day of February, 2011.

On behalf of the Respondent:

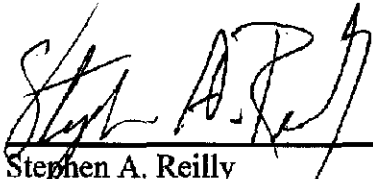

Calvin L. Farris
76 Yardner Street #36
Johnstown, OH 43031

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


Stephen A. Reilly
Assistant Attorney General
Public Utilities Section
Ohio Attorney General Mike DeWine
180 East Broad Street, 9th Floor
Columbus, Ohio 43215-3793
(614) 466-4396

CERTIFICATE OF SERVICE

I certify a copy of the foregoing was served upon Calvin Farris at his residence, 76
Yardner Street #36, Johnstown, Ohio 43031, by regular U.S. mail, postage pre-paid, on February
24, 2011.



Stephen A. Reilly