

FILE

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

5
RECEIVED-DOCKETING DIV
2014 OCT 27 PM 3:17
PUCO

In the Matter of Central Transport, LLC, : Case No. 14-527-TR-CVF
Notice of Apparent Violation and Intent : (OH3211302051C)
to Assess Forfeiture. :

SETTLEMENT AGREEMENT

I. Introduction

Pursuant to Rule 4901:2-7-11 of the Ohio Administrative Code (O.A.C.), Central Transport, LLC (Respondent) and the Staff of the Transportation Department of the Public Utilities Commission of Ohio (Staff) enter into this settlement agreement and urge the Commission to adopt the same.

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 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, either party shall have the right, within thirty days of the date of the Commission's entry or

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business
Technician _____ Date Processed OCT 27 2014

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. Procedural History

- A. On October 1, 2013 a vehicle operated by Central Transport LLC and driven by James F. Crawford, Jr. was inspected within the State of Ohio. The inspector discovered one violation for which a forfeiture was later issued:

| <u>Code</u> | <u>Violation</u> |
|------------------------|--------------------------------|
| 49 C.F.R. § 177.834(a) | Packages not secure in vehicle |

- B. Respondent was timely served with a notice of preliminary determination in accordance with Rule 4901:2-7-12 O.A.C. for Case No. OH3211302051C. The preliminary determination assessed Respondent \$1,760.00 for the violation.
- C. Respondent made a timely formal request for 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 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. Respondent agrees to the violation listed above and recognizes that the violation may be included in the Respondent's Safety-Net Record and Respondent's history of violations insofar as they may be relevant for purposes of determining future penalty actions.
- B. After reviewing the facts, Staff agrees to amend the driver/vehicle examination report to reflect that the violation of 49 C.F.R. 177.834(a) was not an out-of-service violation.
- C. Respondent agrees to pay the forfeiture of \$1,760.00. Respondent shall pay the forfeiture within 30 days of the Commission's order approving this settlement agreement. Payment should be made by check or money order to "Treasurer State of Ohio," and mailed to: PUCO FINANCE, 180 East Broad St., 4th Floor, Columbus, OH 43215-3793. The case number shall appear on the face of the check.

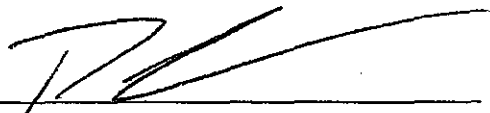
- D. Respondent and Staff agree that nothing in this settlement agreement shall prevent Staff from assessing civil forfeitures pursuant to Chapter 4901:2-7, O.A.C., as the result of future compliance reviews or roadside inspections.
- E. This settlement agreement shall not become effective until adopted by an Opinion and Order of the Commission. The date of the entry or of the Commission adopting the settlement agreement shall be considered the effective date of the settlement agreement.
- F. This settlement agreement is made in settlement of all factual or legal issues of only this case. It is not intended to have any effect whatsoever in any other case or proceeding.

III. Conclusion

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 in accordance with the terms set forth in this Settlement Agreement.


The parties have manifested their consent to this Settlement Agreement by affixing their signatures below on this 27th day of October, 2014.

On behalf of Central Transport, LLC



Thomas Kern
Benesh Friedlander Coplan
& Aronoff LLP
41 South High Street, Suite 2600
Columbus, Ohio 43215

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



Thomas G. Lindgren
Assistant Attorney General
Public Utilities Section
180 East Broad Street, 6th Floor
Columbus, OH 43215-3793