

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of G-HUB Transport	:	
Corp., Notice of Apparent Violation	:	Case No. 15-1442-TR-CVF
and Intent to Assess Forfeiture.	:	(OH1191011470C)
	:	
	:	

SETTLEMENT AGREEMENT

I. Introduction

Pursuant to Rule 4901:2-7-11, Ohio Admin. Code, G-HUB Transport Corp. (Respondent) and the Staff of the Transportation Department of the Public Utilities Commission of Ohio (Staff) enter into this Settlement 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 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.

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 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 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 5, 2015, a commercial motor vehicle operated by Respondent was inspected in the State of Ohio.
- B. As a result of the inspection, Respondent was timely served with a notice of preliminary determination in accordance with Rule 4901:2-07-12, Ohio Administrative Code. The notice of preliminary determination notified Respondent that the Commission intended to assess an aggregate forfeiture of \$500.00 against the Respondent for violating the following provisions:
 - \$500.00 forfeiture assessed for violating 49 C.F.R. 387.301(a)
(failure to meet prescribed insurance requirements)
 - \$0.00 forfeiture assessed for violating 49 C.F.R. 392.2 (traffic law violations)
- C. 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 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, Respondent agrees that the violations may be included in Respondent's Safety-Net Record and history of violations, insofar as they may be relevant for purposes of determining future penalty actions.
- B. Respondent agrees to pay a reduced forfeiture amount of \$100.00. The reduction is premised upon Respondent having taken prompt action to ensure that the required amount of insurance is on file with the Federal Motor Carrier Safety Administration. It is the policy of the Commission's Transportation Department to reduce its previously recommended civil forfeiture assessment for this type of violation when a Respondent acts in a timely manner to correct such violation. Consistent with said policy, Staff agrees to reduce its recommended civil forfeiture assessment for the insurance violation to \$100 in this case.
- C. Respondent will pay a civil forfeiture of \$100.00 within thirty (30) days of the Commission's order approving this Settlement Agreement. The payment shall be made by check or money order made payable to:
"Treasurer State of Ohio," and shall be mailed to: Public Utilities Commission of Ohio, Attn: CF Processing, 180 E. Broad St., 4th Floor,

Columbus, Ohio 43215-3793. The case number (OH1191011470C) must appear on the face of the check.

- 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. This Settlement Agreement is intended to resolve only factual or legal issues raised in this case. It is not intended to have any effect 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 signing below.

On behalf of the Respondent

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

/s/ Miro Wojtylo (per authority RPO)

Miro Wojtylo
G-HUB Transport Corp.
1828 Thornwood Ln
Mt. Prospect, IL 60056

/s/ Ryan P. O'Rourke

Ryan P. O'Rourke
Assistant Attorney General
Public Utilities Section
180 East Broad Street, 6th Floor
Columbus, Ohio 43215-3793

9/29/2015

Date

9/29/2015

Date

This foregoing document was electronically filed with the Public Utilities

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in

Case No(s). 15-1442-TR-CVF

Summary: Agreement Settlement Agreement filed on behalf of the Public Utilities Commission of Ohio. electronically filed by Mrs. Tonneta Y Scott on behalf of PUCO