

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of R & R Trucking, Inc.,    ) Case No. 15-519-TR-CVF  
Notice of Apparent Violation and        ) (OH3230008116C)  
Intent to Assess Forfeiture.             )

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**SETTLEMENT AGREEMENT**

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**I. Introduction**

Pursuant to Rule 4901:2-7-11 of the Ohio Administrative Code (O.A.C.), R & R Trucking, Inc. (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 December 22, 2014, a commercial motor vehicle operated by Respondent and driven by Matthew D. Power was inspected within the State of Ohio.
- B. As a result of the inspection, the Respondent was timely served with a notice of preliminary determination in accordance with 4901:2-7-12, O.A.C.
- C. The notice of preliminary determination notified Respondent that the Commission intended to assess a forfeiture of \$100.00 against the Respondent for an alleged violation of 49 C.F.R. 395.3(a)(3) (driving beyond 11-hour driving limit in 14-hour period) and 49 C.F.R. 395.3(a)(2) (driving beyond 14-hour duty period).
- D. The Respondent requested an administrative hearing pursuant to 4901:2-7-13, O.A.C.
- 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. For purposes of settlement only, and not as an admission that the violation occurred as alleged, Respondent agrees that the alleged violations may be included in Respondent's history of violations, insofar as they may be relevant for purposes of determining future penalty actions.
- B. Staff agrees to reduce the civil forfeiture to \$50.00. The reduction of the forfeiture is premised upon Respondent's assurance that it will undertake corrective measures to ensure proper documentation is maintained in future instances where it needs to avail itself of the adverse driving conditions provisions of 49 C.F.R. 395.1(b).
- C. Respondent shall pay the \$50.00 civil forfeiture within thirty (30) days after the Commission's order approving this Settlement Agreement. The payment shall be 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, OH 43215-3793. The case number (OH3230008116C) should appear on the face of the payment.
- 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 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 affixing their signatures below.

On Behalf of R & R Trucking, Inc.

  
Rob Ready  
5791 Shandle Blvd.  
Mentor, OH 44060

1-22-2016  
Date

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

  
Natalia V. Messenger  
Assistant Attorney General  
Public Utilities Section  
180 East Broad Street, 6th Floor  
Columbus, OH 43215-3793

1/25/2016  
Date

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

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**Case No(s). 15-0519-TR-CVF**

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