

**BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of HPC Manufacturing, Inc., : Case No. 17-0330-TR-CVF
Notice of Apparent Violation and : (OH1251004483C)
Intent to Assess Forfeiture. :

In the Matter of Christopher Pratt, : Case No. 17-0331-TR-CVF
Notice of Apparent Violation and : (OH1251004483D)
Intent to Assess Forfeiture. :

SETTLEMENT AGREEMENT

I. Introduction

Pursuant to Rule 4901:2-7-11 of the Ohio Administrative Code (O.A.C.), HPC Manufacturing, Inc., Christopher Pratt (collectively, “Respondents”) 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 Respondents 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 Respondents’ and the Staff’s desire to arrive at a reasonable result considering the law, facts and circumstances. Accordingly, the Respondents and the Staff believe that the Commission should adopt this Settlement Agreement.

This settlement agreement is submitted on the condition that the Commission adopt the agreed upon terms. The Parties agree that if the Commission rejects all or any

part of this Settlement Agreement or otherwise materially modifies its terms, either Party shall have the right, within thirty (30) business days of the Commission's order, either to file an application for rehearing or to terminate and withdraw from this agreement by filing a notice so indicating with the Commission. If an application for rehearing is filed, and if the Commission does not, on rehearing, accept the Settlement Agreement without material modification, either Party may terminate and withdraw from this agreement by filing a notice so indicating with the Commission within ten (10) business days of the Commission's order or entry on rehearing. In such an event, an evidentiary hearing shall go forward, and the Parties shall be afforded the opportunity to present evidence through witnesses, to cross-examine all witnesses, to present rebuttal testimony, and to file briefs on all issues.

II. Procedural History

A. On October 13, 2016, a vehicle operated by Respondent HPC Manufacturing, Inc. and driven by Respondent Christopher Pratt was inspected within the State of Ohio. The inspection resulted in the discovery of numerous violations of the federal motor carrier safety regulations.

1. The violations found against the Respondent HPC Manufacturing, Inc. include: failure to file the required biennial update of MCS-150 as required in violation of 49 C.F.R. §390.19(a); no / insufficient warning devices in violation of 49 C.F.R. §393.95(f); failing to secure vehicle equipment in violation of 49 C.F.R. §392.9(a)(2); no /

improper breakaway or emergency braking in violation of 49 C.F.R. §393.43; not marking in accordance with regulations in violation of 49 C.F.R. §390.21(a); and failure to pay the UCR fee in violation of 49 C.F.R. §392.2.

2. The violations found against the Respondent Christopher Pratt include: no driver's record of duty status in violation of 49 C.F.R. §395.8(a); and operating a property-carrying vehicle without possessing a valid medical certificate in violation of 49 C.F.R. §391.41(a).

- B. On December 30, 2016, Respondents were each timely served with a notice of preliminary determination in accordance with Rule 4901:2-7-12, O.A.C. The preliminary determination assessed Respondent HPC Manufacturing, Inc. \$600.00, and respondent Christopher Pratt \$200.00.
- C. By letters docketed January 31, 2017, Respondents made a timely formal request for an administrative hearing pursuant to Rule 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

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

1. Respondents agree to the violations set forth above, and recognizes that they may be included in the Respondents' Safety-Net Record and history of violations insofar as they may be relevant for purposes of determining future penalty actions.
 2. Respondent HPC Manufacturing, Inc. agrees to pay a civil forfeiture of \$350.00 for the violations set forth above. Respondent HPC Manufacturing, Inc. has provided proof sufficient to Staff that it has since paid its UCR fee. Respondent HPC Manufacturing, Inc. acknowledges that it had not paid its UCR fee at the time of the inspection.
 3. Respondent Christopher Pratt agrees to pay a civil forfeiture of \$150.00 for the violations set forth above. Respondent Christopher Pratt has provided proof sufficient to Staff that he has since obtained a valid medical certificate. Respondent Christopher Pratt acknowledges that he did not have a valid medical certificate at the time of the inspection.
- B. Payment will be due thirty (30) days from Commission approval of this settlement agreement. Payment should be made by certified check or money order to "Treasurer State of Ohio," and mailed to: PUCO FISCAL, 180 East Broad St., Columbus, OH 43215-3793.
- C. This settlement agreement shall not become effective until adopted by an Opinion and Order of the Commission. The date of the entry of the

Commission order adopting the settlement agreement shall be considered the effective date of the settlement agreement.

- D. This settlement agreement is made in settlement of all factual or legal issues in 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 the Settlement Agreement by affixing their signatures below on this 5th day of October, 2017.

On behalf of HPC Manufacturing, Inc.
and Christopher Pratt

Gregory D. Seeley
[per authorization 10/4/2017]
Gregory D. Seeley
Seeley, Savidge, Ebert & Gourash
26600 Detroit Road, Suite 300
Westlake, Ohio 44145

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

/s/Werner L. Margard III
Werner L. Margard III
Assistant Attorney General
Public Utilities Section
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Case No(s). 17-0330-TR-CVF, 17-0331-TR-CVF

Summary: Stipulation electronically filed by Mrs. Tonnetta Y Scott on behalf of PUCO