

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of Wireless) Case No. 17-2120-TR-CVF
Management, Inc. D/B/A Royal) (CR201805050238)
Trucking, Notice of Apparent)
Violation and Intent to Assess)
Forfeiture.)

SETTLEMENT AGREEMENT

I. Introduction

Pursuant to Rule 4901:2-7-11 of the Ohio Administrative Code (O.A.C.), Wireless Management, Inc. d/b/a Royal Trucking (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 May 5, 2017, a compliance review of Respondent's facility was conducted within the State of Ohio.
- B. As a result of the compliance review, the Respondent was served with a notice of preliminary determination in accordance with 4901:2-7-12, O.A.C.
- C. The notice of preliminary determination notified the Respondent that Staff intended to assess a civil forfeiture of \$7,200.00 for violations of 49 C.F.R. 395.8(k)(1) (Failing to preserve driver's record duty status supporting documents for 6 months) and 391.51(b)(6) (Failing to maintain a list or certificate relating to violations of motor carrier laws and ordinances). The Respondent requested 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 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. Respondent admits to the violations listed above and in the Notice of Preliminary Determination and agrees that the violations may be included in its history of violations, insofar as they may be relevant for purposes of determining future penalty actions.
- B. The civil forfeiture of \$7,200 shall be reduced to \$3,600.00 due to corrective action taken by Respondent. Since the compliance review, Respondent has undertaken a more organized approach to record keeping, including keeping hard copies of its fuel reports. Further, Respondent has recently retained a national consulting company to review its record keeping, including managing supporting documents, for compliance with the Federal Motor Carrier Safety Regulations (FMCSRs).
- C. Respondent shall pay the \$3,600.00 civil forfeiture in 12 consecutive monthly installments of \$300.00 commencing 30 days after the Commission's order approving this Settlement Agreement. The payments shall be made payable to "Treasurer State of Ohio," and they shall be mailed to PUCO, Attn: CF Processing, 180 E. Broad St., 4th floor, Columbus, OH 43215-3793. The case number (CR201603240212) should appear on the face of each check.

- D. In accordance with 4901:2-7-14(D), O.A.C., if the Respondent fails to comply with the provisions of this settlement agreement for a period exceeding 30 days, Respondent shall be in default and shall be deemed to have admitted the occurrence of the violation and waived all further right to contest liability for the forfeiture proposed in the notice of intent to assess forfeiture.
- E. 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.

II. 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 Wireless
Management, Inc. d/b/a Royal
Trucking

A.S. Dhillon

Inderjit S. Dhillon
15875 W. South Range Rd.
Salem, OH 44460

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

St. L. Beeler

Steven L. Beeler
Assistant Attorney General
Public Utilities Section

30 East Broad Street, 16th Floor
Columbus, OH 43215

04/02/2018

Date

4/2/2018

Date

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in

Case No(s). 17-2120-TR-CVF

Summary: Agreement Settlement Agreement submitted by Assistant Attorney General Steven Beeler on behalf of the Staff of the Public Utilities Commission of Ohio. electronically filed by Kimberly L Keeton on behalf of Public Utilities Commission of Ohio