

**BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of A. D. Transport	:	Case No. 20-1816-TR-CVF
Express, Inc. and Patrick Arvay,	:	(OH3202307012D)
Notice of Apparent Violation and	:	
Intent to Assess Forfeiture.	:	

SETTLEMENT AGREEMENT: DRIVER

I. Introduction

Pursuant to Rule 4901:2-7-11 of the Ohio Administrative Code (O.A.C.), Patrick Arvay (Driver 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 Driver 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 Carrier Respondent's and the Staff's desire to arrive at a reasonable result considering the law, facts and circumstances. Accordingly, the Driver Respondent and the Staff believe that the Commission should adopt this Settlement Agreement.

This Settlement is conditioned upon adoption of the Settlement by the Commission in its entirety and without material modification. Each Signatory Party has the right, in its sole discretion, to determine whether the Commission's approval of this

Settlement constitutes a "material modification" thereof. If the Commission rejects or materially modifies all or any part of this Settlement, any Signatory Party shall have the right to apply for rehearing. If the Commission does not adopt the Settlement without material modification upon rehearing, or if the Commission makes a material modification to any Order adopting the Settlement pursuant to any reversal, vacation and/or remand by the Supreme Court of Ohio, then within thirty (30) days of the Commission's Entry on Rehearing or Order on Remand any Signatory Party may withdraw from the Settlement by filing a notice with the Commission ("Notice of Withdrawal"). No Signatory Party shall file a Notice of Withdrawal without first negotiating in good faith with the other Signatory Parties to achieve an outcome that substantially satisfies the intent of the Settlement. If a new agreement achieves such an outcome, the Signatory Parties will file the new agreement for Commission review and approval. If the discussions to achieve an outcome that substantially satisfies the intent of the Settlement are unsuccessful, and a Signatory Party files a Notice of Withdrawal, then the Commission will convene an evidentiary hearing to afford that Signatory Party the opportunity to contest the Settlement by presenting evidence through witnesses, to cross examine witnesses, to present rebuttal testimony, and to brief all issues that the Commission shall decide based upon the record and briefs. If the discussions to achieve an outcome that substantially satisfies the intent of the Settlement are successful, then some or all of the Signatory Parties shall submit the amended Settlement to the Commission for approval after a hearing if necessary.

II. Procedural History

- A. On September 17, 2020, a vehicle operated by Driver Respondent was inspected within the State of Ohio. The inspection resulted in the discovery of one out-of-service violation of the federal motor carrier safety regulations. The violation was operating a commercial motor vehicle without the proper dangerous goods endorsement in violation of 49 C.F.R. § 383.23(a)(2).
- B. On or around December 16, 2020, Driver Respondent was timely served with a notice of preliminary determination in accordance with Rule 4901:2-7-12, O.A.C. for Case No. OH3202307012D. The preliminary determination assessed Driver Respondent \$250.00 for the violation.
- C. On December 28, 2020, Driver Respondent, through his employer, 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

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

- A. Driver Respondent agrees to a violation of 49 C.F.R. § 383.23(a)(2) and recognizes that it may be included in the Driver Respondent's Safety-Net

Record and Driver Respondent's history of violations insofar as it may be relevant for purposes of determining future penalty actions.

- B. Staff agrees to reduce Driver Respondent's civil forfeiture assessment to \$0.
- 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 22 day of March, 2021.

Driver Respondent



Patrick Arvay
5279 N 400 W
Lake Village, IN 46349

Dave Yost
Attorney General



Thomas M. Shepherd
Assistant Attorney General
Public Utilities Section
30 East Broad Street, 26th Floor
Columbus, OH 43215-3793

*Counsel for the Staff of the Public
Utilities Commission of Ohio*

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in

Case No(s). 20-1816-TR-CVF

Summary: Agreement Settlement Agreement Signed by Driver electronically filed by Mrs. Kimberly M Naeder on behalf of PUCO