

**BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Request for	:	
Approval of the Settlement Between	:	
Staff and Big Boss Towing and	:	Case No. 21-0212-TR-CVF
Recovery LLC, Pursuant to Rule	:	(21-CR-419764)
4901:2-7-11, Ohio Administrative	:	
Code.	:	

SETTLEMENT AGREEMENT

I. INTRODUCTION

Pursuant to Rule 4901:2-7-11 of the Ohio Administrative Code (O.A.C.), Big Boss Towing and Recovery LLC (hereinafter, “Respondent”) and the Staff of the Transportation Department of the Public Utilities Commission of Ohio (hereinafter, “Staff”) enter into this Settlement Agreement and urge the Commission to adopt the same.

It is understood by the Respondent and the Staff that this Settlement Agreement is not binding upon the Public Utilities Commission of Ohio (hereinafter, “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 believe that the Commission should adopt this Settlement Agreement.

This Settlement Agreement is submitted on the condition that the Commission adopts 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 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 Settlement Agreement by filing a notice with the Commission within ten (10) business days of the Commission's order or entry on rehearing. In such an event, a 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 January 7, 2021, a compliance review of Respondent's facility located at 3467 East Fulton Street, Columbus, Ohio 43227, resulted in the discovery of alleged violations of the Commission's rules. The Staff timely notified Respondent pursuant to Rule 4901:2-7-07, O.A.C., that it intended to assess a civil forfeiture against the Respondent for the following violations:

- (1) failing to implement an alcohol and/or drug testing program in violation of 49 C.F.R. § 382.115(a);
- (2) failing to register in the Clearinghouse in violation of 49 C.F.R. § 382.711(b);

- (3) failing to review the driving record of each driver in violation of 49 C.F.R. § 391.25(b);
- (4) inquiries into driving record not kept in qualification file in violation of 49 C.F.R. § 391.51(b)(2);
- (5) failing to require a driver to prepare a record of duty status in violation of 49 C.F.R. § 395.8(a)(1);
- (6) false reports of records of duty status in violation of 49 C.F.R. § 395.8(e)(1);
- (7) failing to require driver to prepare vehicle inspection report in violation of 49 C.F.R. § 396.11(a);
- (8) using a CMV not periodically inspected in violation of 49 C.F.R. § 396.17(a);
- (9) failing to require driver to prepare vehicle inspection report in violation of Rule 4901:2-5-03, O.A.C.;
- (10) failing to require a driver to prepare a record of duty status in violation of Rule 4901:2-5-03, O.A.C.;
- (11) using a CMV not periodically inspected in violation of Rule 4901:2-5-03, O.A.C.;
- (12) inquiries into driving record not kept in qualification file in violation of Rule 4901:2-5-03, O.A.C.; and
- (13) false reports of records of duty status in violation of Rule 4901:2-5-03, O.A.C.

- B.** On January 15, 2021, Staff sent a timely Notice of Apparent Violation and Intent to Assess Forfeiture (“Notice”) in accordance with Rule 4901:2-7-12, O.A.C., for 21-CR-419764. The Notice assessed Respondent \$8,300.00 for the violations.
- C.** On February 12, 2021, Respondent made a request for a conference with the Staff pursuant to Rule 4901:2-7-10, O.A.C.
- D.** A conference between Respondent and Staff was held on March 4, 2021.
- E.** 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.** Respondent agrees to violations of 49 C.F.R. §§ 382.115(a), 382.711(b), 391.25(b), 391.51(b)(2), 395.8(a)(1), 395.8(e)(1), 396.11(a), and 396.17(a); and Rule 4901:2-5-03, O.A.C. Respondent recognizes that these violations may be included in the Respondent’s Safety-Net Record and Respondent’s history of violations insofar as they may be relevant for purposes of determining future penalty actions.
- B.** Respondent has provided proof sufficient to Staff that it has a compliance plan in place to correct the violations found in this inspection. Staff therefore agrees to reduce the forfeiture amount from \$8,300.00 to

\$6,410.00. Respondent agrees to pay a total civil forfeiture of \$6,410.00 for the violations.


- C. Respondent shall pay the \$6,410.00 civil forfeiture in 24 consecutive monthly installments of \$267.09 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 (21-CR-419764) should appear on the face of each check.
- D. 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 this Settlement Agreement shall be considered the effective date of the Settlement agreement.
- E. 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, except as described in Paragraph A.

IV. 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 1st day of April 2021.

On behalf of Big Boss Towing and
Recovery LLC


Keith Greenwood
Big Boss Towing and Recovery LLC
3467 East Fulton Street
Columbus, Ohio 43227

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

/s/ Chelsea R. Fletcher
Kyle L. Kern
Chelsea R. Fletcher
Assistant Attorneys General Public
Utilities Section
30 East Broad Street, 26th Floor
Columbus, Ohio 43215

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in

Case No(s). 21-0212-TR-CVF

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