

**BEFORE THE  
PUBLIC UTILITIES COMMISSION OF OHIO**

IN THE MATTER OF SVS	:	CASE NO. 21-102-TR-CVF
TRANSPORT LLC, NOTICE OF	:	(OH9450300207C)
APPARENT VIOLATION AND	:	
INTENT TO ASSESS FORFEITURE.	:	

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**SETTLEMENT AGREEMENT**

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**I. INTRODUCTION**

Pursuant to Ohio Administrative Code (“Ohio Adm.Code”) 4901:2-7-11, SVS Transport LLC (“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 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 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 October 30, 2020, a vehicle operated by SVS TRANSPORT LLC and driven by Vladimir Stolyarevskiy was inspected within the State of Ohio. The following violations were discovered:
- Operating in interstate commerce on or after the Operational Out of Service order date for failure of a safety audit, in violation of 49 C.F.R. § 385.325 (C).
  - Inoperable required lamp, in violation of 49 C.F.R. § 393.9.
- A.** On January 5, 2021, the Staff sent a timely Notice of Apparent Violation and Intent to Assess Forfeiture ("Notice") in accordance with Ohio Adm.Code 4901:2-7-07 for Case No. OH9450300207C. The Notice assessed the Respondent \$2750.00 for the violations (\$2750.00 for

violation of 49 C.F.R. § 385.325 (C) and \$0.00 for violation of 49 C.F.R. § 393.9).

- B.** On November 30, 2020, the Respondent made a request for a conference with the Staff pursuant to Ohio Adm.Code 4901:2-7-10.
- C.** A conference between the Respondent and the Staff was held on December 22, 2020.
- D.** On January 5, 2021, Respondent was timely served with a Notice of Preliminary Determination (“Preliminary Determination”) in accordance with Ohio Adm. Code 4901:2-7-12 for Case No. OH9450300207C. The Preliminary Determination assessed Respondent \$27500.00 for the violations.
- E.** On February 1, 2021, Respondent made a timely formal request for an administrative hearing pursuant to Ohio Adm. Code 4901:2-7-13.
- F.** 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 admits to the violations of 49 C.F.R. § 385.325 (C) and 393.9 and agrees that the violations may be included in the Respondent’s history

of violations insofar as it may be relevant for purposes of determining penalty future violations.

- B.** The recommended civil forfeiture for the violations of 49 C.F.R. § 385.325 (C) and 393.9 will be reduced from \$2750.00 to \$1925.00. The Respondent agrees to pay a total civil forfeiture of \$1925.00 for the violations.
- C.** The Respondent shall begin to pay the \$2750.00 civil forfeiture in three monthly installments within 30 days after the Commission's order approving this Settlement Agreement. The payments shall be made by certified check or money order payable to "Treasurer State of Ohio," and it shall be mailed to PUCO, Attn: CF Processing, 180 E. Broad St., 4th Floor, Columbus, OH 43215-3793. The case numbers (OH9450300207C) and 21-102-TR-CVF) should appear on the face of the certified check or money order.
- 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 behalf of SVS Transport LLC

/s/

  
\_\_\_\_\_  
**Vladimir Stolyarevskiy**  
83 Tracy Ave #2 Lynn  
MA 01902

Date:

6/23/21

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

/s/ Robert Eubanks

**Robert Eubanks**  
Assistant Attorney General  
Public Utilities Section  
30 East Broad Street, 26th Floor  
Columbus, Ohio 43215

Date: 06/29/2021

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

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**Case No(s). 21-0102-TR-CVF**

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