

**BEFORE THE  
PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of UZ Trans LLC, Notice  
of Apparent Violation and Intent to  
Assess Forfeiture.

Case No. 21-396-TR-CVF  
(21-CR-417018)

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**SETTLEMENT AGREEMENT**

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**I. Introduction**

Pursuant to 4901:2-7-11 of the Ohio Administrative Code (Ohio Adm.Code), UZ Trans 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 Staff (jointly, Signatory Parties) that this Settlement Agreement is not binding upon the Public Utilities Commission of Ohio (Commission). This Settlement Agreement, however, is based on the Signatory Parties' desire to arrive at a reasonable result considering the law, facts and circumstances. Accordingly, the Signatory Parties believe that this Settlement Agreement should be approved by the Commission.

This Settlement Agreement is submitted on the condition that the Commission adopts the agreed upon terms in their entirety and without material modification. The Signatory Parties agree that if the Commission rejects all or any part of this Settlement Agreement or otherwise materially modifies its terms, either Signatory 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 Settlement Agreement by filing a notice with the Commission. If an application for rehearing is filed, and if the Commission does not adopt the Settlement Agreement without material modification, or if the Commission makes a material modification to any Order adopting the Settlement Agreement pursuant to any reversal, vacation and/or remand by the Supreme Court of Ohio, then either signatory part may terminate and withdraw from this agreement by filing a notice with the Commission within ten (10) days of the Commission's Entry on Rehearing or Order. In such an event, a hearing shall go forward, and the Signatory 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 December 18, 2020, Staff conducted a compliance review of Respondent's facility. The inspection resulted in the discovery of twelve (12) violations of the Federal Motor Carrier Safety regulations. The violations were:
- (1) failure to conduct post-accident testing on driver for alcohol in violation of 49 C.F.R. 382.303(a);
  - (2) failure to keep record of reason for not performing a post-accident alcohol test in violation of 49 C.F.R. 382.303(d)(1);
  - (3) failure to implement a random controlled substance or alcohol testing program in violation of 49 C.F.R. 382.305;

- (4) failure to provide a written policy to employees in violation of 49 C.F.R. 382.601(b);
- (5) failure to conduct a pre-employment query in violation of 49 C.F.R. 382.701(a);
- (6) failure to keep an accident register in the form and manner prescribed by the regulations in violation of 49 C.F.R. 390.15(b)(1);
- (7) incomplete or no employment application in violation of 49 C.F.R. 391.21(a);
- (8) failure to investigate driver's background in violation of 49 C.F.R. 391.23(a);
- (9) road test certificate, license, or equivalent not kept in a driver qualification file in violation of 49 C.F.R. 391.51(b)(3);
- (10) no medical certificate in driver qualification file in violation of 49 C.F.R. 391.51(b)(7);
- (11) operation of a vehicle in violation of local or state laws in violation of 49 C.F.R. 392.2; and
- (12) failure to require a driver to prepare a record of duty status in violation of 49 C.F.R. 395.8(a)(1).

B. On February 19, 2021, Respondent was timely served with a notice of preliminary determination in accordance with Ohio Adm.Code 4901:2-7-12, for Case No. 21-CR-417018. The preliminary determination assessed Respondent \$20,165.36 for the violations.

- C. On April 12, 2021, Respondent made a formal request for an administrative hearing pursuant to Ohio Adm.Code 4901:2-7-13. On July 2, 2021, the Signatory Parties attended a settlement conference, where Respondent had the opportunity to present mitigating circumstances and provide Staff with a corrective action statement and safety management plan.
- D. The Signatory Parties have negotiated this Settlement Agreement which they believe resolves all the issues raised in the notice of preliminary determination. Because the civil forfeiture exceeds five thousand dollars, this Settlement Agreement is submitted for the Commission's approval in accordance with Ohio Adm.Code 4901:2-7-11(C).

### **III. Settlement Agreement**

The Signatory Parties agree and recommend that the Commission find as follows:

- A. Respondent agrees to violations of the Federal Motor Carrier Safety Administration regulations as specified in paragraph II.A of this Settlement Agreement, and recognizes that they 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 agrees to adhere to and implement the safety management plan that Respondent provided to Staff in its corrective action statement.
- C. Pursuant to Ohio Adm.Code 4901:2-7-11, this Settlement Agreement shall not become effective until approved 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. The Respondent agrees to make payment of a civil forfeiture of \$15,015.75 for the violations listed in paragraph II.A.
- E. Payment shall be made in twelve (12) monthly payments, with the first payment beginning thirty (30) days from the Commission approval of this Settlement Agreement.
- F. Payment shall be made payable to "Public Utilities Commission of Ohio," and it shall be mailed to PUCO FISCAL, 180 E. Broad St., 4th floor, Columbus, OH 43215-3793. Case Nos. 21-CR-417018 and 21-396-TR-CVF should appear on the face of the check.
- G. 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.

### **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 5 day of August, 2021.

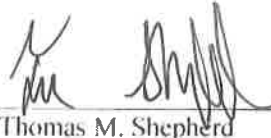
**UZ Trans LLC**



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

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**in**

**Case No(s). 21-0396-TR-CVF**

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