

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of Dennis Dabney,	) Case No. 22-181-TR-CVF
Notice of Apparent Violation and	) (OH3223004925D)
Intent to Assess Forfeiture.	)

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**SETTLEMENT AGREEMENT**

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**I. Introduction**

Pursuant to Rule 4901:2-7-11 of the Ohio Administrative Code (Ohio Adm.Code), Mr. Dennis Dabney (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 November 5, 2021, a commercial motor vehicle operated by A & D Enterprises and driven by the Respondent was inspected within the State of Ohio.
- B. As a result of the inspection, on February 2, 2022, the Respondent was served with a Notice of Preliminary Determination (NPD) in accordance with Ohio Adm.Code 4901:2-7-12 indicating that Staff intended to assess a civil forfeiture of \$3,174.00 against Respondent for violation of 49 C.F.R §390.3(e), Prohibited from performing safety sensitive functions per 382.501(a) in the Drug and Alcohol Clearinghouse.
- C. The Respondent requested an administrative hearing pursuant to Ohio Adm.Code 4901:2-7-13.
- D. The parties have negotiated this Settlement Agreement, which the parties believe resolves all of the issues raised in the case.

## **III. Settlement Agreement**

The Staff and the Respondent agree and recommend that the Commission find as follows:

- A. The Respondent agrees to a violation of 49 C.F.R. §390.3(e). The Respondent recognizes that this violation may be included in the Respondent's Safety-Net Record and Respondent's history of violations insofar as it may be relevant for purposes of determining future penalty actions.
- B. The Respondent has provided proof sufficient to the Staff that he has a compliance plan in place to correct the violation found in this inspection. Therefore, for purposes of settlement, Staff agrees to reduce the amount of the civil forfeiture from \$3,174.00 to \$500.00 and Respondent agrees to pay the amount of \$500.00 in order to resolve this case.
- C. Respondent shall pay the \$500.00 civil forfeiture in 5 monthly payments 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 22-181-TR-CVF and inspection number (OH3223004925D) should appear on the face of the check.
- D. 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.

E. 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, except as described in Paragraph A.

#### IV. 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 Mr. Dennis L.  
Dabney

*Dennis Dabney* (Per Email Authorization)  
**Dennis L. Dabney**  
4421 Granada Blvd., Apt. 632  
Warrensville Hts., OH 44128

7/8/2022  
Date

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

*Steven L. Beeler*  
**Steven L. Beeler**  
Assistant Attorney General  
Public Utilities Section  
30 East Broad Street, 26th Floor  
Columbus, OH 43215

7/8/2022  
Date

**From:** [Dennis Dabney](#)  
**To:** [Steven Beeler](#)  
**Subject:** Puco, Case #22-181-TR-CVF  
**Date:** Friday, July 8, 2022 10:50:16 AM

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I DennisDabney give Steven Beeler consent to sign my signature for the settlement agreement.

Sent from my iPhone

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

**Case No(s). 22-0181-TR-CVF**

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