



U.S. Department of Transportation
Federal Motor Carrier Safety Administration
Midwestern Service Center

4749 Lincoln Mall Drive, Suite 300A
Matteson, IL 60443

Phone: (708) 283-3577
Fax: (708) 283-3565

May 26, 2015

GEMINI TRANSPORT, LLC DBA GEMINI TRANSPORT
9680 EAGLE ST.
DEARBORN, MI 48120

Case No. MI-2015-0189-US1244
US DOT No. 1035057
FAX # 3138420262

Enclosed is a settlement agreement ("Agreement") between GEMINI TRANSPORT, LLC DBA GEMINI TRANSPORT and the U.S. Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA). The Agreement contains the terms and conditions upon which FMCSA consents to settlement in the above-referenced civil penalty proceeding.

The Agreement must be signed by an authorized representative of GEMINI TRANSPORT, LLC DBA GEMINI TRANSPORT and returned to the FMCSA by mail and/or fax:

Fax to: (708) 283-3565

Mail to: Motor Carrier Docket Clerk
Federal Motor Carrier Safety Administration
Midwestern Service Center
4749 Lincoln Mall Drive, Suite 300A
Matteson, IL 60443

FMCSA MUST RECEIVE THE SIGNED AGREEMENT BY June 10, 2015. After FMCSA receives the signed Agreement, it will be executed by a Field Administrator. A fully signed and executed copy will be returned to you.

It is important that you return the signed Agreement to FMCSA by June 10, 2015. The Agreement is not in effect or binding upon FMCSA until it has been received in the Service Center and signed by a Field Administrator. If you fail to return the signed Agreement by June 10, 2015, a Field Administrator's preliminary consent to settlement of this civil penalty proceeding will automatically be withdrawn, and appropriate action will be taken to enforce the claim as originally set forth in the Notice of Claim.

Thank you for your cooperation in this matter.

Sincerely,
Jon Dierberger,
Field Administrator
Midwestern Service Center

Enclosure
MI-2015-0189-US1244

**BEFORE THE
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION**

In the Matter of

**GEMINI TRANSPORT, LLC DBA GEMINI
TRANSPORT
9680 EAGLE ST.
DEARBORN, MI 48120**

) Case No. MI-2015-0189-US1244
) US DOT No. 1035057
)

SETTLEMENT AGREEMENT

The Parties to this agreement are:

GEMINI TRANSPORT, LLC DBA GEMINI TRANSPORT (hereinafter called **RESPONDENT**);

and

The **FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION** of the Department of Transportation (hereinafter called **FMCSA**).

The Parties agree as follows:

1. A. The FMCSA has a pending claim against **RESPONDENT** for violations of Federal statutes and regulations, including the Federal Motor Carrier Safety Regulations, (hereinafter referenced as FMCSRs), Hazardous Materials Regulations (hereinafter referenced as the HMRs) and/or the Federal Motor Carrier Commercial Regulations (hereinafter referenced as the FMCCRs) as follows:

In Case Number MI-2015-0189-US1244 FMCSA has a claim for \$25,200.00 against **RESPONDENT** for the following violations:

Thirty (30) violation(s) of 49 CFR § 395.8(e) - False reports of records of duty status.

- B. This claim was served to **RESPONDENT** on **April 16, 2015**
2. **RESPONDENT** is subject to the jurisdiction of the FMCSA. The statutory basis for the claim as set forth and detailed in the above-referenced civil penalty proceeding is found in 49 USC Subtitle III, General and Intermodal Programs; 49 USC Subtitle IV, Interstate Transportation, Part B, Motor Carriers, Water Carriers, Brokers, and Freight Forwarders; 49 USC Subtitle VI, Motor Vehicle and Driver Programs, Part B, Commercial; including, but not limited to, 49 USC § 521 ("Civil Penalties"); 49 USC § 5123(c) ("Civil Penalty"); and 49 USC § 14901 ("General Civil Penalties").
3. Pursuant to the Federal Claims Collection Act of 1966, 31 USC Chapter 37, Subchapter II, and the regulations of the FMCSA in 49 CFR Part 386, the parties desire to settle the claim. This agreement for settlement of the claims is made pursuant to 49 CFR § 386.22. The Parties stipulate this settlement agreement ("Agreement") resolves only the claim set forth in Paragraph 1 of this Agreement. **Further, the Parties stipulate nothing in this Agreement shall be construed to relieve or limit RESPONDENT's duty to comply with all applicable U.S. Department of Transportation statutes and implementing regulations, including the FMCSRs, HMRs, and the FMCCRs.**
4. In consideration of the settlement of the above-described claim, and subject to the terms and conditions of this Agreement, **RESPONDENT** agrees to pay the FMCSA, and FMCSA agrees to accept the civil penalty of **\$25,200.00**, to be paid in eighteen (18) payment(s).

5. Payment may be made electronically through the SAFER website at <http://safer.fmcsa.dot.gov> by selecting the "Online Fine Payment" option under the FMCSA Services section. Alternatively, payments may be made by mailing a **cashier's check, certified check or money order** payable to the **Federal Motor Carrier Safety Administration**. To expedite processing and ensure proper credit, checks should be annotated with the FMCSA Case Number. **RESPONDENT** acknowledges that payments not received by FMCSA or late payments may result in a breach of this Agreement. **RESPONDENT** further acknowledges that it may document mailed payments by using a trackable method (such as certified mail or commercial delivery service such as Federal Express or United Parcel Service) if **RESPONDENT** does not make its payments electronically through the SAFER website. Mailed payments must be sent to:


Federal Motor Carrier Safety Administration
Midwestern Service Center
4749 Lincoln Mail Drive, Suite 300A
Matteson, IL 60443

The first payment of \$1,400.00 is due no later than 06/15/2015.
The second payment of \$1,400.00 is due no later than 07/15/2015.
The third payment of \$1,400.00 is due no later than 08/15/2015.
The fourth payment of \$1,400.00 is due no later than 09/15/2015.
The fifth payment of \$1,400.00 is due no later than 10/15/2015.
The sixth payment of \$1,400.00 is due no later than 11/15/2015.
The seventh payment of \$1,400.00 is due no later than 12/15/2015.
The eighth payment of \$1,400.00 is due no later than 01/15/2016.
The ninth payment of \$1,400.00 is due no later than 02/15/2016.
The tenth payment of \$1,400.00 is due no later than 03/15/2016.
The eleventh payment of \$1,400.00 is due no later than 04/15/2016.
The twelfth payment of \$1,400.00 is due no later than 05/15/2016.
The thirteenth payment of \$1,400.00 is due no later than 06/15/2016.
The fourteenth payment of \$1,400.00 is due no later than 07/15/2016.
The fifteenth payment of \$1,400.00 is due no later than 08/15/2016.
The sixteenth payment of \$1,400.00 is due no later than 09/15/2016.
The seventeenth payment of \$1,400.00 is due no later than 10/15/2016.
The eighteenth payment of \$1,400.00 is due no later than 11/15/2016.

6. Failure to pay in accordance with the terms of this Agreement and/or failure to comply with the terms and conditions of this Agreement shall be considered a breach of this Agreement and may also result in the loss of any reduction in civil penalties asserted in the Notice of Claim, in which case the original amount asserted in the Notice of Claim as amended by Paragraph 1 of this agreement (less any payments previously made) will be due immediately. Failure to make an installment payment on schedule voids any payment plan set forth in this Agreement and the entire debt is payable immediately. **If the entire amount is not paid within ninety (90) days of the missed due date for the installment payment, RESPONDENT will be prohibited from operating in interstate commerce and, if applicable, RESPONDENT'S registration will be suspended or revoked in accordance with 49 CFR §§ 386.83 and 386.84.** In addition, the remaining debt is subject to interest, penalties, and administrative charges at the maximum allowable rate and in accordance with FMCSA procedures. Any payment(s) made after a breach of any term and/or condition of this Agreement, including failure to pay in accordance with the terms of this Agreement, will be applied toward the balance of the original amount claimed, and shall not affect any right of FMCSA to pursue any remedy for breach of this Agreement.
7. The Parties stipulate the claim set forth in the above-described Notice of Claim is valid. Any forbearance by FMCSA in exercising any right or remedy under this Agreement or provided by law, including, without limitation, FMCSA's acceptance of late payment(s) or payment(s) in amounts less than the amount due, shall not act as a waiver of or preclude the exercise of any right or remedy hereunder or otherwise available by law, nor shall it in any way affect the validity of this Agreement or any part thereof.

8. This Agreement is to be executed by **RESPONDENT** and returned to FMCSA. This Agreement is not binding upon FMCSA until executed by a Field Administrator. Prior to the execution of this agreement by a Field Administrator, this agreement is an offer in compromise by **RESPONDENT** and may not be withdrawn for a period of thirty (30) days after it is executed by **RESPONDENT**. Upon execution of this Agreement by a Field Administrator, the Agreement will become the Final Agency Order in this proceeding. If this Agreement requires approval by the Assistant Administrator or an Administrative Law Judge, neither party may withdraw its consent to the Agreement for a period of thirty (30) days from the date the Field Administrator signs the agreement. This Agreement becomes the Final Agency Order in this proceeding as provided by 49 CFR § 386.22(c)-(e).
9. **RESPONDENT** acknowledges that it has received adequate notice of FMCSA's claim and waives any and all rights it may have to further notice or to further details of the allegations that gave rise to the claim. Further, **RESPONDENT** expressly acknowledges that FMCSA had a reasonable basis in law and fact and was substantially justified in pursuing the claim against **RESPONDENT**.
10. Execution of this Agreement will constitute admission of the violation(s) set forth in this agreement and these violations shall constitute prior offenses under 49 USC § 521, and/or 14901, and/or 5123, which will lead to higher penalties in future enforcement actions and adverse future safety management assessment scores and rankings.
11. This Agreement, including all enumerated conditions related to suspension of a portion of the assessed penalty, shall apply to, be binding upon, and enforceable against **RESPONDENT** and **RESPONDENT**'s successors and assigns, including but not limited to, subsequent purchasers, transferees, and/or successor entity(ies).
12. This Agreement may be executed in counterparts, all of which when taken together shall constitute a fully executed original. A facsimile signature on this Agreement shall constitute an original signature for purposes of execution.
13. This Agreement shall be considered jointly drafted by the Parties, and constitutes the final and exclusive agreement between the Parties in this proceeding. All prior and contemporaneous agreements, representations, negotiations and understandings of the Parties, oral or written, are hereby superseded. Notwithstanding this provision, the Notice of Claim, as referenced in Paragraph 1 of this Agreement, is incorporated by reference in this Agreement.
14. **RESPONDENT** hereby acknowledges, represents, and warrants that **RESPONDENT** has carefully read and understands this Agreement, all of its terms and conditions, and its final and binding effect, and has been afforded sufficient time and opportunity to review this Agreement with legal counsel of its choosing, has had an opportunity to negotiate with regard to the terms of this Agreement, is fully competent to enter into this Agreement, and has signed this Agreement knowingly, freely, and voluntarily. Each signatory acting on behalf of a partnership, corporation, limited liability company, or other entity represents and warrants that he or she is authorized to act on behalf of, and bind the entity in the signing of this Agreement.
15. Should any provision of this Agreement be held invalid or illegal, such illegality shall not invalidate the whole Agreement, but, rather, the Agreement shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the Parties shall be construed and enforced accordingly.
16. **RESPONDENT**, through this Agreement, specifies the facsimile number by which it will accept service of documents by facsimile, and agrees and consents to service by facsimile by FMCSA of any and all documents, including but not limited to correspondence, motions, pleadings, and orders, in, and related to the above-described civil penalty proceeding. **RESPONDENT** agrees that service of any document in, or related to the above-described matter by FMCSA to the facsimile number specified by **RESPONDENT** in this Agreement shall constitute valid service pursuant to 49 CFR § 386.6(b). **RESPONDENT** further agrees that nothing in this Agreement shall require FMCSA to use facsimile service. FMCSA, at its discretion, may serve any document by any method set forth in 49 CFR § 386.6.


GEMINI TRANSPORT, LLC DBA GEMINI TRANSPORT
Case No. MI-2015-0189-US1244
USDOT No. 1035057

BY:  Date: 05/28/15

PLEASE FAX THE SIGNED AGREEMENT TO: (708) 283-3565.

Motor Carrier Docket Clerk
Federal Motor Carrier Safety Administration
Midwestern Service Center
4749 Lincoln Mall Drive, Suite 300A
Matteson, IL 60443

U.S. Department of Transportation
Federal Motor Carrier Safety Administration
Midwestern Service Center

BY:  Date: 5/29/15
Jon Dierberger
Field Administrator