

**U. S. DEPARTMENT OF TRANSPORTATION
OFFICE OF HEARINGS
WASHINGTON, DC**

IN THE MATTER OF

BRUCE COULLIETTE DBA S & W TOURS

DOCKET NO.: FMCSA-2006-26698

(Federal Motor Carrier Safety Administration)

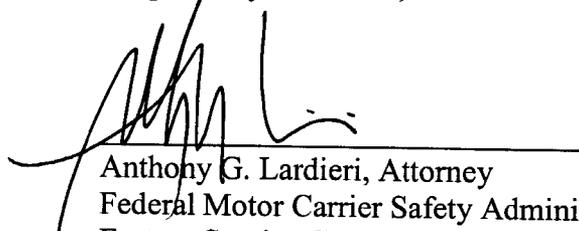
NOTIFICATION OF SETTLEMENT

The Field Administrator for the Federal Motor Carrier Safety Administration (FMCSA) Eastern Service Center, through his representative, hereby notifies the Administrative Law Judge that it has entered into a Settlement Agreement which finally resolves all pending issues in this case. A copy of the Settlement Agreement is attached hereto.

Pursuant to 49 C.F.R. § 386.22(d), the Field Administrator respectfully requests to dismiss this proceeding and close the docket.

Respectfully submitted,

Date: 4/17/08



Anthony G. Lardieri, Attorney
Federal Motor Carrier Safety Administration
Eastern Service Center
802 Cromwell Park Drive Suite N
Glen Burnie, MD 21061
(443) 703-2248

CERTIFICATE OF SERVICE

This is to certify that on the 13th day of November, 2008, the undersigned mailed or delivered, as specified, the designated number of copies of the forgoing document to each of the parties listed below.

The Honorable Ronnie A. Yoder Office of Hearings, M-20 1200 New Jersey Avenue, S.E. East Building, Ground Floor Room E12-320 Washington, DC 20590 <i>Administrative Law Judge</i>		One Copy Federal Express
Bruce Coulliette, Owner Bruce Coulliette dba S & W Tours 23 Northern Spy Drive Linden, VA 22642 <i>Respondent</i>		One Copy U.S. Mail
US DOT DOCKETS Docket Operations, M-30 1200 New Jersey Avenue, S.E. West Building Ground Floor Room W12-140 Washington, D.C. 20590		Original Electronically in FDMS
Craig Feister FMCSA – Virginia Division 400 N. 8 th Street, Suite 780 P.O. Box 10230 Richmond, VA 23240-0230 <i>Division Administrator</i>		One Copy Electronically via email
FMCSA Docket Clerk FMCSA - Eastern Service Center 802 Cromwell Park Drive Suite N Glen Burnie MD 21061		One Copy Hand Delivered



Cynthia P. Campise

**BEFORE THE
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION**

In the Matter of

**Bruce Coulliette
Dba S & W Tours
23 Northern Spy Drive
Linden, VA 22642**

**Case No.: VA-2006-0101-US0824
USDOT No.: 1548022
MC No.: MC575216**

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made pursuant to 49 C.F.R. § 386.22(c) by and between Bruce Coulliette dba S & W Tours ("Respondent") and the United States Department of Transportation Federal Motor Carrier Safety Administration ("FMCSA").

TERMS AND CONDITIONS

The parties agree as follows:

1. Respondent is a Motor Carrier operating commercial motor vehicles (CMVs) in interstate commerce and/or intrastate commerce affecting interstate commerce subject to the jurisdiction of the FMCSA.
2. On September 26, 2006, the FMCSA issued a Notice of Claim charging the Respondent with violations of the Federal Motor Carrier Safety Regulations (FMCSRs), Federal Motor Carrier Commercial Regulations (FMCCRs) and or Hazardous Material Regulations (HMRs) and assessing a combined civil penalty in the amount of \$4,190.00 (hereinafter referred to as the "Notice of Claim"). The following violation(s) are resolved by this Agreement:
 - One (1) violation of 49 C.F.R. § 382.115(a) – Falling to implement an alcohol and/or controlled substances testing program.**
 - One (1) violation of 49 C.F.R. 387.31(a) – Operating a passenger carrying vehicle without having in effect the required minimum levels of financial responsibility.**
 - One (1) violation of 49 C.F.R. § 392.9a(a) – Operating a motor vehicle providing transportation requiring operating authority without the required operating authority.**
3. Pursuant to the Federal Claims Collection Act of 1966, 31 U.S.C. § 3711 et seq., 49 U.S.C. §§ 521, 31133, 31136, 31502, 31301 et seq. 14122 and the regulations of the FMCSA in 49 C.F.R. Part 386, the parties desire to settle the claim(s). All violations described in the Notice of Claim and not set forth in this Agreement are hereby withdrawn.
4. Execution of this Settlement Agreement will constitute admission of the violations set forth in this Agreement; and these violations shall constitute prior offenses under 49 U.S.C. § 521(b)(2)(D), which will lead to higher penalties in future enforcement actions, and adverse future Safe Stat rankings.
5. RESPONDENT agrees to pay the FMCSA, and the FMCSA agrees to accept as full payment, the amount of \$3,200.00, to be paid as outlined below in Paragraph 6. Respondent may pay

electronically through the SAFER website at <http://safer.fmcsa.dot.gov> and then click on the link "Online Fine Payment" listed under FMCSA Services. Alternatively, Respondent may make payment by certified check, cashier's check or money order made payable to the Federal Motor Carrier Safety Administration. To expedite processing and to ensure proper credit, checks should be annotated with the FMCSA Case No. VA-2006-0101-US0824. Payments are to be mailed to:

Federal Motor Carrier Safety Administration
Eastern Service Center
802 Cromwell Park Drive, Suite N
Glen Burnie, MD 21061

6. Payments are due on the dates indicated below:

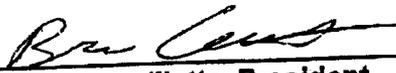
Payment of \$276.00 is due no later than December 5, 2008.
Payment of \$266.00 is due no later than January 5, 2009.
Payment of \$266.00 is due no later than February 5, 2009.
Payment of \$266.00 is due no later than March 5, 2009.
Payment of \$266.00 is due no later than April 5, 2009.
Payment of \$266.00 is due no later than May 5, 2009.
Payment of \$266.00 is due no later than June 5, 2009.
Payment of \$266.00 is due no later than July 5, 2009.
Payment of \$266.00 is due no later than August 5, 2009.
Payment of \$266.00 is due no later than September 5, 2009.
Payment of \$266.00 is due no later than October 5, 2009.
Payment of \$266.00 is due no later than November 5, 2009.

7. Any payment not received by the due date shall be considered late and will not be accepted. Failure to make timely payments shall subject Respondent to the penalties set forth in this Agreement in addition to any other penalties or remedies available by law.
8. When executed by the Field Administrator, this Agreement is a Final Order of the FMCSA. Failure to pay in accordance with the terms of this Agreement will result in the loss of any suspensions in penalties for all valid claims, and the full amount of \$4,190.00 will be immediately due and payable (less any payments made). Thus, if payment is not received by the due date, the payment plan set out above will be void, and the FMCSA will take steps to immediately collect \$4,190.00, less any payment made by Respondent. In addition, interest, penalties and administrative charges will be assessed on the remaining balance at the maximum allowable rate and in accordance with FMCSA procedures. If the entire amount is not paid within 90 days of the missed due date, Respondent will be prohibited from operating a CMV in interstate commerce and, if applicable, Respondent's registration will be suspended or revoked, in accordance with 49 C.F.R. §§ 386.83 and 386.84. By signing this Agreement, Respondent admits that all claims set forth in the Agreement are valid and that it may not subsequently challenge the validity of such claims.
9. This Agreement is to be executed by Respondent and returned to the FMCSA Eastern Service Center. This Agreement is not binding upon the FMCSA until executed by the Field Administrator. Prior to the execution of this Agreement by the Field Administrator, this Agreement will be considered an offer in compromise by the Respondent and may not be withdrawn for a period of thirty (30) days after the Respondent signs it.
10. Respondent acknowledges that it has received adequate notice of the FMCSA's claim and waives any and all rights it may have to further notice or to further details of the violations

set forth in the Notice of Claim. Respondent expressly acknowledges that the FMCSA had a reasonable basis in law and fact and was substantially justified in pursuing the claims against Respondent.

- 11. This Agreement shall be considered jointly drafted by the parties. Prior to signing the Agreement, Respondent or Respondent's representatives had an opportunity to consult with counsel, and has read and understood this Agreement. The person signing on Respondent's behalf represents that he/she has full authority to sign this Agreement on Respondent's behalf and to bind Respondent to the terms of this Agreement.
- 12. If any provision of this Agreement is held invalid or illegal, such illegality shall not invalidate the whole Agreement. Instead, 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.

**BRUCE COULLIETTE
DBA S & W TOURS
23 Norther Spy Drive
Linden, VA 22642**

BY:  Date: 11-12-08
Bruce Coulliette, President

* RETURN THE SIGNED AGREEMENT BY FAX TO: 443-703-2253.*

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION
EASTERN SERVICE CENTER**

BY:  Date: 11/13/2008
Robert W. Miller
Field Administrator