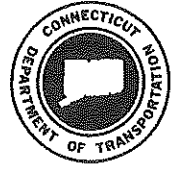




STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546  
NEWINGTON, CONNECTICUT 06131-7546

Phone:

(860) 594-2875

DOCKET NUMBER 1810-C-122-L

RE: IN THE MATTER OF THE CITATION OF WRIGHT  
TRANSPORTATION, LLC.

DECISION

JANUARY 25, 2019

## I. INTRODUCTION

### A. General

By citation dated October 26, 2018, by the Department of Transportation (hereinafter "department"), pursuant to Connecticut General Statutes Section 13b-102, 13b-103 and 4-182 as amended, Wright Transportation, Inc. (hereinafter "respondent"), holder of Livery Permit Number 3505, was ordered to come before the department to answer the allegations made therein.

Pursuant to said citation, the respondent was directed to appear at the Newington office of the Department of Transportation to show cause why Livery Permit Number 3505, issued for intrastate livery service should not be suspended or revoked or a civil penalty imposed for violation of its permit pursuant to Connecticut General Statutes Section 13b-103, et seq.

More specifically, it is alleged that Wright Transportation, Inc. is unsuitable to continue in operation as a result of two Court actions against it in Docket Number KNL-CV17-6032493-S and Docket Number KNO-CV-17-6102875-S. The citation was served upon the respondent by first class and certified mail and recited the department's reasons for issuing it.

### B. Hearing Held

Pursuant to Section 13b-103 of the Connecticut General Statutes, as amended, the public hearing for this citation was held on December 4, 2018. Notice of the citation and the hearing to be held thereon was given to the respondent and to such other parties as required by Connecticut General Statutes Section 13b-103, as amended.

The hearing on this matter was conducted by a hearing officer designated by the Commissioner of Transportation pursuant to Section 13b-17 of the Connecticut General Statutes.

### C. Appearances

Gary Wright appeared on behalf of the respondent in this matter. The respondent was represented by Attorney Richard Pascal. Attorney Pascal's mailing address is The Anderson Law Firm Building, 82 Chelsea Harbor Drive, Norwich, CT 06360.

Felipe Briseno, Staff Attorney 3 with the Regulatory and Compliance Unit, presented the evidence in this matter.

Luis Maldonado, License and Application Analyst with the Regulatory and Compliance Unit, appeared as a witness in this matter.

## II. FINDINGS OF FACT

1. The respondent is the holder of Livery Permit Number 3505 in the name of Wright Transportation, Inc. which operates livery vehicles from a headquarters in Franklin. Livery Permit 3505 was initially granted on October 22, 2015, for the respondent to operate five (5) wheelchair vehicles in governmental livery service. The respondent's permit was expanded on February 9, 2018, with the respondent gaining authority to operate two (2) wheelchair accessible vehicles in general livery. (Department Exhibit #18)

2. On January 18, 2018, the respondent entered into a stipulated agreement with the department as a result of a citation hearing. As part of the stipulation, the respondent was assessed a \$500 civil penalty

for moving its headquarters outside of its authorized headquarters town without department approval. (Department Exhibit #4)

3. October 23, 2018, Joshua Brown filed a complaint with the Regulatory & Compliance Unit outlining several court actions against the respondent. One action was for a business eviction while the other was for non-payment of employee overtime. (Department Exhibit #7)

4. On June 5, 2018, the Superior Court held a Hearing in Damages on Docket Number KNL-CV17-6032493-S that resulted in a judgement of \$23,866.22 due from the respondent to the plaintiff, William Martin, a former driver for wages. (Department Exhibit #7)

5. The respondent was also the subject of an eviction matter regarding the headquarter office. As the result of a court action, Quarry Associates entered into a stipulation that the respondent would not have to pay any money for back rent but would vacate the property in Docket Number KNO-CV-17-6102875-S. The respondent has since vacated the property. (Respondent Exhibit #1)

6. On October 24, 2018, the respondent requested a Permit Holder Information Sheet. (Departments Exhibit #9)

7. On October 30, 2018, the respondent sent to the department a completed Permit Holder Information Sheet showing that that it has a new address was at 5 Tyler Drive, Franklin, CT 06254. (Departments Exhibit #13)

8. The Concord report for the Secretary of State incorrectly lists the respondent's address at 204 Route 32, North Franklin, CT 06254. The report is filed annually by December 22<sup>nd</sup> of each year. (Department Exhibit #14)

9. The federal filing with FMCSA shows that the respondent is incorrectly located at 204 Route 32, North Franklin, CT 06254. The address on this report is to be current. (Department Exhibit #15)

10. The Department of Labor performed an audit of the respondent's payroll records. As a result of the audit, the respondent paid \$16,000 to settle part of the employee overtime claims. The respondent still owes an additional \$26,638.32. (Exhibit A)

11. The respondent currently owes Mr. William Martin III a total sum of \$23,970.22 to settle Docket Number KNL-CV17-6032493-S. (Exhibit B)

12. After the citation hearing, the respondent entered into settlement agreements with both Mr. Martin and the State of Connecticut to make payments to settle these two matters. Those two agreements are incorporated into the decision in this matter. (Exhibit A & Exhibit B)

13. The respondent primarily performs work for governmental livery broker Veyo. (Department Exhibit #17)

### III. DEPARTMENT ANALYSIS

The Department of Transportation has jurisdiction over motor vehicles in intrastate livery service in the State of Connecticut accordance with Connecticut General Statutes Section 13b-102, as amended. Pursuant to Connecticut General Statutes Section 13b-103, the department may amend or for sufficient cause suspend or revoke any such livery permit. Further, the department may impose a civil penalty on any person who violates any provision of the governing chapter or any regulation adopted under Section 13b-103, as amended, with respect to fares, service, operation or equipment, in an amount

not to exceed one thousand (\$1,000) dollars per day for each violation.

The evidence has shown that the respondent has not kept up with the address reporting requirements. It is clear that the respondent did not change his address with the FMCSA in a timely fashion. For this violation, a civil penalty of \$500 will be imposed on the respondent. A small civil penalty was assessed because this is a minor violation and the respondent did not move out of his authorized headquarters town. This civil penalty must be paid to the Regulatory & Compliance Unit within thirty (30) days from the date of this decision.

The respondent claims that the money it owes on the employee overtime claims is the result of Veyo not paying for transportation services rendered. The respondent's failure to pay its bills is very concerning to the department. It reflects directly on the respondents' suitability. While it may be true that Veyo does not pay the respondent on time, that is no excuse for the respondent to follow suit and fail to pay its bills.

Regarding the payment of the two claims that respondent still owes, the respondent has paid some of the amount assessed by the Department of Labor but still owes \$26,628.32. He also owes a judgment in the amount of \$23,650.41 to Mr. Martin for overtime pay. The respondent has voluntarily entered into two agreements to pay back these funds. These two settlement agreements are hereby incorporated as Exhibit A and Exhibit B into this decision.

Exhibit A is the settlement with the State wherein the respondent has agreed to a payment schedule to repay the \$26,628.32 from January 2019 until March 2020. Exhibit B is the settlement agreement with Mr. Martin wherein the respondent has agreed to pay \$23,970.22 from February 2019 to December 2019. To ensure these payments are made, the respondent or his attorney will submit copies of the payments to both the Regulatory & Compliance Unit and Administrative Law Unit at the end of each month. The department will continue to maintain jurisdiction over this matter until these two settlements have been paid. In the event that the respondent fails to make a payment, the matter will be reopened and the respondent will be subject to further civil penalties, suspension or revocation.

#### IV. ORDER

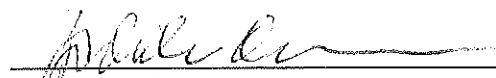
The department shall maintain ongoing jurisdiction in this matter until the final payments have been made to both Mr. Martin and the State. The respondent must also comply with the following:

- A. The respondent must pay a civil penalty of \$500 to the Regulatory & Compliance Unit within thirty (30) days from the date of this decision.
- B. The respondent or his attorney shall submit to both the Administrative Law Unit and the Regulatory & Compliance Unit, by the last day of each month, copies of all payments made during that month to satisfy the two outstanding claims by Mr. Martin and the State.
- C. As long as the applicant is current with its payment schedules as outlined in Exhibit A and Exhibit B the respondent can submit applications to the Regulatory & Compliance Unit.
- D. Failure to comply, or default on any conditions of the incorporated agreements given the designations of Exhibit A and Exhibit B, will result in the reopening of this citation matter with the possibility of further civil penalties, suspension or revocation of respondent's Livery Permit Number 3505.

This decision constitutes notice in accordance with Connecticut General Statutes Section 4-182(c).

Dated at Newington, Connecticut on this 25<sup>th</sup> day of January 2019.

CONNECTICUT DEPARTMENT OF TRANSPORTATION



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Judith Almeida  
Staff Attorney III  
Administrative Law Unit  
Bureau of Finance and Administration

# EXHIBIT A

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release is entered into between the State of Connecticut, Commissioner of Labor, and Wright Transportation, Inc.

WHEREAS, employees performed services for Wright Transportation from December 27, 2015 to December 3, 2016;

WHEREAS, Complaint was filed with the Connecticut Department of Labor that Wright Transportation violated Conn. Gen. Stat. § 31-71b by failing to pay wages and § 31-76c by failing to pay for overtime;

WHEREAS, the Department of Labor investigated the complaints, found violations of unpaid wages and overtime, assessed civil penalties for the statutory violations and determined the violations should be referred to the Office of the Attorney General for prosecution;

WHEREAS, the Office of the Attorney General prosecuted the complaints by entering into settlement negotiations with Wright Transportation;

WHEREAS, to avoid the costs, burdens and uncertainties of litigation, the Labor Commissioner and Wright Transportation now wish to resolve, compromise and settle finally the complaint and claims of unpaid wages and overtime in violation of §§ 31-71b and 31-76c respectively;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Labor Commissioner and Wright Transportation, acting of their own free will, hereby agree as follows:

1. Wright Transportation agrees to pay \$26,628.32 for the unpaid wages and overtime claims to the Commissioner of Labor, to be distributed by the Commissioner to the employees, and \$10,000 for the civil penalties to the Commissioner. Wright Transportation shall make such payment in installments, the first four payments of \$1,500 each on the 25<sup>th</sup> of each month from January, 2019, to April, 2019, the following payments of \$3,000 each from May, 2019, to February, 2020, on the 25<sup>th</sup> of each month, and a final payment of \$628.32 on March 25<sup>th</sup>, 2020. The allocation of the payments between unpaid wages and civil penalties shall be subject to the Commissioner's discretion. Checks should be made payable to the State of Connecticut, Commissioner of Labor and mailed to the Attorney General's Office, the first check with the original of the executed agreement.
2. The Commissioner of Labor agrees to release Wright Transportation, its successors, legal representatives, officers, directors, employees, agents, attorneys and assigns from all claims, demands, suits, actions or causes of action of any sort whatsoever in law or equity that he has or may have had against it up to the day of this agreement, arising out of or relating to the claims for unpaid wages and overtime investigated by the Labor Department.
3. Wright Transportation agrees to release the Commissioner of Labor, his successors, legal representatives, employees, agents, attorneys and assigns

from all claims, demands, suits, actions or causes of action of any sort whatsoever in law or equity that it has or may have had against him up to the day of this agreement, arising out of or relating to the claims for overtime and unpaid wages investigated by the Labor Department.

4. This Agreement and the terms thereof are for settlement purposes only and shall not be used for any other purpose except as set forth herein. Without limiting the foregoing, nothing in this Agreement shall be deemed an admission by any party hereto for any claims arising out of or relating to the liability of Wright Transportation for the claims for overtime and unpaid wages investigated by the Labor Department.

5. The parties agree that this Agreement contains the entire agreement and understanding concerning the subject matter between the parties and supersedes and replaces all prior negotiations and proposed agreements on this subject matter.

6. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective successors, legal representatives, officers, directors, employees, agents, attorneys and assigns.

7. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.



STATE OF CONNECTICUT,  
COMMISSIONER OF LABOR

*Richard T. Sponzo*

Richard T. Sponzo  
Assistant Attorney General  
Dated: ~~December~~ <sup>January</sup> 17, 2018

WRIGHT TRANSPORTATION, INC.

By: Gary J. Wright  
Chief Executive Officer

*Gary J. Wright*

Gary J. Wright  
Dated: December 31, 2018

# EXHIBIT B

## AGREEMENT FOR INSTALLMENT PAYMENTS TOWARD SATISFACTION OF JUDGMENT

*Whereas*, William Martin III ("Plaintiff") instituted an Action in the Superior Court for the Judicial District of New London bearing Docket Number KNL-CV17-6032493-S (the "Action") against Wright Transportation, Inc. ("Defendant")(collectively, the "Parties");

*Whereas*, Plaintiff procured a judgment against Defendant in the total amount of \$23,865.22 on or about June 27, 2018 following a Hearing in Damages to the Court (the "Judgment");

*Whereas*, Plaintiff expended marshal fees/costs in the amount of \$105.00 in an attempt to executed on said Judgment, for a total outstanding balance of \$23,970.22;

*Whereas*, pursuant to a court-issued execution, Plaintiff secured \$319.81 on or about December 27, 2018 by way of a bank levy, leaving a final, outstanding balance on the Judgment in the total amount of \$23,650.41 (the "Balance"); and

*Whereas*, the Parties wish to enter into a binding agreement in order for Defendant to fully satisfy the judgment entered against Defendant in the Action by way of installment payments over time;

NOW THEREFORE, in exchange for the mutual promises and considerations recited herein below, the Parties agree as follows:

1. Defendant shall pay to Plaintiff the entire Balance in monthly installments, as follows:
  - a. Defendant shall make an initial installment payment to Plaintiff of \$1,500.00, payable by bank check or money order to "Cicchiello and Cicchiello, LLP, Trustee for William Martin" on or before February 1, 2019;
  - b. Defendant shall make a 2<sup>nd</sup> installment payment to Plaintiff of \$1,500.00, payable by bank check or money order to "Cicchiello and Cicchiello, LLP, Trustee for William Martin" on or before March 1, 2019;
  - c. Defendant shall make a 3<sup>rd</sup> installment payment to Plaintiff of \$1,500.00, payable by bank check or money order to "Cicchiello and Cicchiello, LLP, Trustee for William Martin" on or before April 1, 2019;

- d. Defendant shall make a 4<sup>th</sup> installment payment to Plaintiff of \$2,500.00, payable by bank check or money order to "Cicchiello and Cicchiello, LLP, Trustee for William Martin" on or before May 1, 2019;
  - e. Defendant shall make a 5th installment payment to Plaintiff of \$2,500.00, payable by bank check or money order to "Cicchiello and Cicchiello, LLP, Trustee for William Martin" on or before June 1, 2019.
  - f. Defendant shall make a 6th installment payment to Plaintiff of \$2,500.00, payable by bank check or money order to "Cicchiello and Cicchiello, LLP, Trustee for William Martin" on or before July 1, 2019.
  - g. Defendant shall make a 7th installment payment to Plaintiff of \$2,500.00, payable by bank check or money order to "Cicchiello and Cicchiello, LLP, Trustee for William Martin" on or before August 1, 2019.
  - h. Defendant shall make a 8th installment payment to Plaintiff of \$2,500.00, payable by bank check or money order to "Cicchiello and Cicchiello, LLP, Trustee for William Martin" on or before September 1, 2019.
  - i. Defendant shall make a 9th installment payment to Plaintiff of \$2,500.00, payable by bank check or money order to "Cicchiello and Cicchiello, LLP, Trustee for William Martin" on or before October 1, 2019.
  - j. Defendant shall make a 10th installment payment to Plaintiff of \$2,500.00, payable by bank check or money order to "Cicchiello and Cicchiello, LLP, Trustee for William Martin" on or before November 1, 2019.
  - k. Defendant shall make an 11<sup>th</sup> and final installment payment Plaintiff of \$1,650.41, payable by bank check or money order to "Cicchiello and Cicchiello, LLP, Trustee for William Martin" on or before December 1, 2019.
2. In the event Defendant fails to make any timely installment payment, the entire remaining outstanding Balance shall become immediately due and payable, unless such default is cured within 5 business days by Defendant by tendering the full amount of the due and owing installment payment.

3. In the event Defendant fails to make a timely installment payment, and subsequently fails to cure such default, all costs of collection and attorneys' fees reasonably incurred by Plaintiff in attempts to collect the unpaid portion of the Balance shall be paid by Defendant. Interest in the amount of 10% per annum shall accrue on any unpaid balance, in addition to any award of post-judgment interest awarded by the Court.
4. As consideration for Defendant's promise to make the payments set forth herein above, Plaintiff agrees to forebear from efforts to execute on the Judgment, and agrees to direct his marshal to cease all execution efforts.
5. Upon Defendant's payment of the entire Balance, Plaintiff agrees to file a Satisfaction of Judgment in the Action within 30 days of receipt of the final payment.

IT IS SO AGREED.

Dated: 1/4, 2019

Defendant, Wright Transportation, Inc.

By: Gary J. Wright  
Gary Wright, Its President (title)  
On Behalf of Wright Transportation, Inc.

Dated: 1/18/, 2019

Plaintiff, William Martin, III

By: William Martin III  
William Martin, III