

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

Rendered Services, Inc.,	:	
Applicant	:	
	:	74 RTV-R Sub 15
	:	81440 MC
Application for renewal of a Commercial Relocator's	:	
License pursuant to Section 401 of the Illinois	:	
Commercial Relocation of Trespassing Vehicles Law,	:	
625 ILCS 5/18a-401.	:	

ORDER

By the Commission

I. PROCEDURAL HISTORY

On June 26, 2014, Rendered Services, Inc. ("Applicant") filed an application for renewal of its authority to operate as a commercial vehicle relocater under the Illinois Commercial Relocation of Trespassing Vehicles Law ("ICRTVL"), 625 ILCS 5/18a-100 *et seq.* Pursuant to Section 401 of the ICRTVL, all relocater licenses expire every two years. 625 ILCS 5/18a-401. That Section permits the Applicant to continue operating as a commercial vehicle relocater until a final order is entered formally approving or denying the renewal application. *Id.* That Section further provides that the Commission shall renew an authority to operate as a commercial vehicle relocater if a renewal application has been properly filed unless it has information of cause not to renew such license, in which case the Applicant must be notified and a hearing held as provided in Section 400 of the Law. *Id.*

On March 23, 2016, the Illinois Commerce Commission ("Commission") issued an Order initiating this proceeding, as recommended by Staff of the Office of Transportation Counsel ("Staff"). The Commission's Order directed that Applicant's application for renewal of its authority to operate as a commercial vehicle relocater be set for hearing pursuant to 625 ILCS 5/18a-401.

Pursuant to notice given in accordance with the law and the rules and regulations of the Commission, status hearings were convened before a duly authorized Administrative Law Judge ("ALJ") at the Commission's offices in Chicago on multiple occasions between April 22, 2016 and September 20, 2017. At each status hearing on and after September 20, 2017, Applicant and Staff reported that they were engaged in negotiations to resolve the issues presented in this proceeding by a stipulated settlement.

On October 24, 2018, a Petition for Leave to Intervene was filed by Protective Parking Services, Inc. d/b/a Lincoln Towing. Applicant filed a Response to the Petition for Leave to Intervene on November 9, 2018. Staff filed an Answer to the Petition for Leave to Intervene on November 13, 2018.

At a status hearing on November 8, 2018, Applicant and Staff advised the ALJ that the parties had finalized a Settlement Agreement and Release and a Consent Order and Civil Penalty Agreement resolving the proceeding and pending administrative citations issued to Applicant. On November 8, 2018, the ALJ denied the Petition for Leave to Intervene and set final status date of November 29, 2018.

On November 29, 2018, Applicant and Staff presented the ALJ with an executed Settlement Agreement and Release and a Consent Order and Civil Penalty Agreement and requested that the Consent Order and Civil Penalty Agreement be presented to the Commission for approval.

II. SETTLEMENT TERMS

A copy of the Consent Order and Civil Penalty Agreement is attached as Attachment A and the Settlement Agreement and Release is attached as Attachment B to this Order. As described in more detail in the agreements, the primary terms of the settlement for which Applicant and Staff request approval are as follows:

- The Consent Order resolves currently pending administrative citations by virtue of settlements, payments and/or dismissals that have been fully negotiated by Applicant and Staff.
- Applicant shall pay a civil penalty to the Commission in the amount of \$75,000, to be made in monthly installment payments beginning on January 1, 2019, with a final balloon payment due on February 1, 2021.
- Applicant shall take certain special remedial actions including, updating with the Commission all of its active contracts; photographing with date stamp all vehicles prior to relocating as well as signage at location of the tow; and semi-annual training for employees.
- Applicant's relocation license shall be revoked if: (1) it accumulates six or more ALJ findings of guilty on administrative citations issued for any single category of specified violations during any consecutive 90 day period; or (2) it accumulates 12 or more ALJ findings of guilty on administrative citations issued for violations in any combination of categories of specified violations.

III. COMMISSION ANALYSIS AND CONCLUSION

The Commission finds that the terms of the Consent Order and Civil Penalty Agreement are reasonable and provide for an appropriate resolution of this proceeding. The Commission has the legal authority to adopt a settlement proposal that, as in the present case, has the support of the Parties and otherwise appropriate. Accordingly, the Commission approves and adopts the terms of the Consent Order and Civil Penalty Agreement, Attachment A to this Order, as a final settlement of this docket. The Commission also finds that Rendered Services, Inc.'s application for renewal of authority to operate as a commercial vehicle relocater should be granted.

IV. FINDINGS AND ORDERING PARAGRAPHS

The Commission, having considered the entire record herein and being fully advised in the premises, is of the opinion and finds that:

- (1) The subject matter and the Parties are within the Commission's jurisdiction;
- (2) the findings of fact and conclusions of law set forth in the prefatory portion of this Order are supported by the record and are adopted as findings of fact and conclusions of law;
- (3) the Parties seek to enter a Consent Order and Civil Penalty Agreement as a full, final and complete settlement of this matter and to provide an opportunity for Rendered Services, Inc. to correct identified operational issues; and
- (4) the terms and conditions of the Consent Order and Civil Penalty Agreement agreed upon by Rendered Services, Inc. and Staff should be adopted as the full and complete resolution of this proceeding.

IT IS THEREFORE ORDERED by the Illinois Commerce Commission that the Consent Order and Civil Penalty Agreement attached as Attachment A to this Order is hereby adopted as the full and complete resolution of this proceeding and that Rendered Services, Inc. shall comply with the terms of the Agreement.

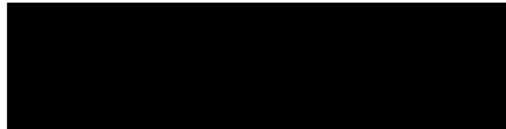
IT IS FURTHER ORDERED that if Staff believes Rendered Services, Inc. has failed to comply with any of the terms and conditions set forth in the Consent Order and Civil Penalty Agreement, Staff may request the Commission to reopen this proceeding to make a determination whether Rendered Services, Inc. has failed to comply with the Consent Order, seek such other or further relief before the Commission as is warranted

and appropriate, and/or request or recommend to the Commission that it seek enforcement of the Consent Order and Civil Penalty Agreement.

IT IS FURTHER ORDERED that the Applicant's application for renewal of its authority to operate as a commercial vehicle relocater under the Illinois Commercial Relocation of Trespassing Vehicles Law is hereby GRANTED.

IT IS FURTHER ORDERED that in accordance with Chapter 625 ILCS 5/18c-2201 and 5/18c-2206 of the Illinois Commercial Transportation Law, this is a final Order subject to 83 Ill. Admin. Code 200.880(d) which provides that no appeal shall be allowed unless an application for rehearing shall first have been filed and disposed of by the Commission.

By Order of the Commission this 19th day of December 2018.



BRIEN SHEAHAN
CHAIRMAN

Attachment A

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

Rendered Services, Inc.,)	
an Illinois corporation,)	
)	
Respondent.)	74 RTV-R Sub 15
)	81440 MC
)	
Hearing on fitness to hold a Commercial)	
Vehicle Relocator's License pursuant to)	
Section 401 of the Illinois Commercial)	
Relocation of Trespassing Vehicles Law,)	
625 ILCS 5/18a-401)	

CONSENT ORDER AND CIVIL PENALTY AGREEMENT

This Consent Order and Civil Penalty Agreement ("Agreement") is entered into as of this _____ day of November, 2018, by and between the Illinois Commerce Commission ("Commission"), on the one hand, and Rendered Services, Inc. ("Rendered") on the other hand, who are sometimes hereinafter referred to collectively as the "Parties."

RECITALS

WHEREAS, Rendered is a licensed commercial relocater, 74 RTV-R, under the Illinois Commercial Relocation of Trespassing Vehicle Law (the "ICRTVL");

WHEREAS, on June 26, 2012, Rendered filed an application for renewal of its commercial relocater's license;

WHEREAS, Section 401 of the Illinois Commercial Transportation Law ("ICTL") (625 ILCS 5/18a-401) provides that the Commission may at any time during the term of the license make inquiry into the management, conduct of business, or otherwise to determine that the provisions of this Chapter 18A and the regulations of the Commission promulgated thereunder are being observed;

WHEREAS, on March 23, 2016, the Commission issued an Order requiring Rendered to attend a fitness hearing ("Order").

WHEREAS, Rendered thereafter voluntarily paid certain administrative citations without admitting any liability and without any adverse adjudication by the Commission;

WHEREAS, in working with Staff, Rendered denied but explained what it verily believed to be the basis for the violations alleged in the settled administrative citations;

WHEREAS, on July 26, 2016, after full briefing and due consideration, the Chief Administrative Law Judge ("ALJ") ruled that voluntary payments made by Rendered to resolve

pending administrative citations which were not adjudicated via hearing before an ALJ were each a “voluntary payment without adjudication” and were not admissions of guilt or adverse determinations;

WHEREAS, since the time the Order was issued, there has been a substantial, meaningful reduction in the number of administrative citations issued to Rendered;

WHEREAS, the Parties seek to avoid the time and expense of a fitness hearing and desire to resolve pending administrative citations and all other pending issues;

WHEREAS, the Parties have cooperated to gain a better understanding of circumstances and issues which create complaints and subsequent controversies, resulting in the utilization of valuable Commission and Rendered resources;

WHEREAS, the Parties believe that prompt and open communication will ameliorate future problems, and Rendered is resolved to do its part in achieving improved communication with Commission Staff and Police to address future problems as they arise.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, and other good and valuable consideration received, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties hereto agree as follows:

1. Incorporation of Recitals. The Parties agree and acknowledge that the above Recitals are part of the covenants and terms of this Agreement. As such, the above Recitals are specifically agreed to and incorporated into this Agreement, including any representations made by either of the Parties in the above recitals.

2. Rendered’s Relocator’s License. The Commission is presently evaluating whether to renew Rendered’s relocator’s license. This Agreement is subject to the approval of the Commission along with an Order granting a renewed license to Rendered within fourteen (14) days after the approval by the Commission (“Effective Date”). The Commission and Rendered have agreed to enter into this Agreement as a full, final and complete settlement of this matter and to provide an opportunity for Rendered to correct identified operational issues. Rendered agrees that if certain acts occur or if conduct as listed below exists in the future, Rendered’s relocator’s license shall be revoked, per the following:

a. Violation Categories. Rendered’s relocation license shall be revoked if either of the following occurs:

i. After the Effective Date, Rendered accumulates six (6) or more ALJ findings of guilty on administrative citations issued for violations in any single category listed in paragraph 2(b)(1)-(7) during any consecutive ninety (90) day period; or

ii. After the Effective Date, Rendered accumulates a total of twelve (12) or more ALJ findings of guilty on administrative citations issued for violations in

any combination of categories listed in paragraph 2(b)(1)-(7) during any consecutive ninety (90) day period.

b. For purposes of paragraphs 2(a)(i) and 2(a)(ii) above, the administrative citations must have been issued and the findings of guilty, either by adjudication or plea, must have occurred during the period after the Effective Date.

1. Employing as an operator, or otherwise so using the services of, any person who does not have at the commencement of employment or service, or at any time during the course of employment or service, a valid, current operator's employment permit, or temporary operator's employment permit issued in accordance with Sections 18a-403 or 18a-405 of Chapter 18a of the Illinois Vehicle Code; or to fail to notify the Commission, in writing, of any known criminal conviction of any employee occurring at any time before or during the course of employment or service in violation of section 5/18a-300(2) of the Illinois Commercial Relocation of Trespassing Vehicles Law;
2. Employing as a dispatcher, or otherwise so using the services of, any person who does not have at the commencement of employment or service, or at any time during the course of employment or service, a valid, current dispatcher's or operator's employment permit or temporary dispatcher's or operator's employment permit issued in accordance with Sections 18a-403 or 18a-407 of Chapter 18 of the Illinois Vehicle Code; or to fail to notify the Commission, in writing, of any known criminal conviction of any employee occurring at any time before or during the course of employment or service in violation of section 5/18a-300(3) of the Illinois Commercial Relocation of Trespassing Vehicles Law;
3. Removing any vehicle from private property without having first obtained the written authorization of the property owner or other person in lawful possession or control of the property, his authorized agent, or an authorized law enforcement officer in violation of section 5/18a-300(7) of the Illinois Commercial Relocation of Trespassing Vehicles Law;
4. Removing a vehicle when the owner or operator of the vehicle is present or arrives at the vehicle location at any time prior to the completion of removal, and is willing and able to remove the vehicle immediately, except for vehicles that require a commercial driver's license to operate in violation of section 5/18a-300(9) of the Illinois Commercial Relocation of Trespassing Vehicles Law;
5. Removing any vehicle, otherwise in accordance with Chapter 18a of the Illinois Vehicle Code, more than 15 air miles from its location when towed from a location in an unincorporated area of a county or more than 10 air miles from its location when towed from any other location in violation of section 5/18a-300(14) of the Illinois Commercial Relocation of Trespassing Vehicles Law;
6. To remove any vehicle from property on which signs are required and on which there are not posted appropriate signs at the time of the tow under Section 18a-302 of the Illinois Vehicle Code;

7. To impose any charge other than in accordance with the rates set by the Commission as provided in paragraph (6) of Section 18a-200 of Chapter 18a of the Illinois Vehicle Code.

For purpose of this paragraph, a finding of guilty does not include (i) a settlement of a disputed administrative citation where there has been no liability established, (ii) a payment with no adjudication of guilt by the Administrative Law Judge, or (iii) any other voluntary payment of an administrative citation without adjudication of guilt. It is further agreed that the past practices of the Commission with respect to the processing, disposition, and settlement of administrative citations shall continue. In the event Staff determines that a revocation under this paragraph shall occur, Rendered shall be notified and a hearing shall be conducted for the purpose of spreading this Consent Order and Civil Penalty Agreement of record. Upon proof of a requisite finding for revocation established thereafter, and upon proper showing of revocation criteria and facts under this paragraph, the Commission shall revoke Rendered's relocater's license. Rendered waives its right to challenge the revocation order entered by the Commission and waives any other applicable appeal procedure. Provided, however, that Rendered shall not be prohibited from alleging a breach of this Agreement or to declare its rights under this Agreement.

c. Conditional Expiration. This paragraph 2 of the Agreement shall expire two years from the Effective Date. However, this Agreement shall expire prior to its full two year term in the event that Rendered does not receive any administrative citations for a period of any consecutive two hundred seventy (270) day period following the Effective Date. Provided further, that if Rendered does not receive any findings of guilty for any consecutive two hundred seventy (270) day period, in any category, then that category shall be permanently deleted and voided as grounds for relocater's license revocation under this Agreement.

3. Administrative Citations Previously Resolved by Agreement: Payment to Commission. Under a Settlement Agreement dated September 1, 2016, various Administrative Citations have been fully resolved, paid and/or dismissed.

4. Pending Administrative Citations to be Resolved by Agreement and Payment. The Parties are resolving additional currently pending administrative citations ("Pending Citations") by virtue of settlements, payments and/or dismissals that have been fully negotiated by Staff and Rendered over the past several months.

5. Payment of Civil Penalty. Within fourteen (14) days after the Effective Date of this Agreement, Rendered shall pay a civil penalty to the Commission in the amount of \$75,000 at a rate of:

\$2,500.00 per month commencing January 1, 2019, with the final payment of \$2,500 plus a balloon payment to be made on December 1, 2020, plus a balloon payment of \$15,000 due and payable on February 1, 2021.

The Civil Penalty shall represent a full and complete satisfaction of any penalties, fines, claims or causes including administrative citations that are not set forth in paragraph 4 herein based on acts or omissions that occurred prior to the Effective Date.

6. Remedial Actions. As an inducement to the Commission to enter into this Agreement, Rendered shall promptly take the following special remedial actions that shall survive the expiration of this Agreement and shall remain in full force and effect at all times that Rendered maintains an active relocation license:

- a. To terminate any operator or dispatcher upon learning of any criminal conviction of any operator or dispatcher as a result of conduct occurring during a relocation tow.
- b. Within six months after the Effective Date of this Agreement, Rendered must update with the Commission all active contracts that it has with property owners to accurately document from where vehicles can be towed. On the Effective Date, the Commission shall provide Rendered with a current printout of contracts with detail information that Rendered has on file.
- c. Prior to relocating a vehicle, any individual operating on Rendered's behalf must take photograph(s) of the vehicle from where it is towed as well as photograph(s) of the signage in place at that location. Each photograph must have a date/time stamp. These photographs must be provided to Commission Staff upon request and shall be kept in Rendered's records for a period of not less than two (2) years.
- d. Rendered must on at least a semi-annual basis have company-wide staff meetings to refresh and strengthen employees' understanding and acknowledgement of the Commission's relocation towing statute and rules.
- e. Within sixty (60) days after the Effective Date, an agreed-upon trained professional shall provide training and instruction to Rendered's supervisors and managers concerning the ICRTVL, the administrative regulations, and any other topics relevant to relocation towing.
- f. Within thirty (30) days after the training and instruction provided under paragraph 6(a), Rendered's supervisors shall provide similar training and instruction to all operators, dispatchers and other staff.
- g. Within sixty (60) days after the Effective Date, and on a semi-annual basis thereafter, Rendered's attorneys shall provide continuing education to Rendered's dispatchers and operators based on any changes in any laws relating to the ICRTVL or the operation of towing, storing and disposing of relocated vehicles. If there are any material changes to the ICRTVL or its regulations, then any changes shall be implemented with thirty (30) days after the amendment to the ICRTVL or regulations takes effect.
- h. Within sixty (60) days after the Effective Date, and on a semi-annual basis thereafter, Rendered shall review and update its training standards based on changes in the law; any motorist and consumer complaints that implicate obligations under the ICRTVL; any citations issued by the Commission; or any other factors that are relevant to assessing and implementing new training and performance protocols.
- i. Within one year after the Effective Date, Rendered shall create a quality control and improvement procedure for employees to provide confidential feedback regarding their training and other issues arising in the performance of their duties.

- j. Rendered shall continue to implement its new policy which ensures that all operators and dispatchers receive timely notice of their permit expiration date and their obligation to take all reasonable steps to renew their permits.
- k. The Commission shall have the right to inspect any records maintained by Rendered under Paragraphs 6(a)-(j).

Nothing herein shall be interpreted to delimit or reduce Rendered's statutory obligations that heretofore existed under the ICRTVL or associated regulations. The Commission shall be entitled to all proper relief against Rendered for any breach of this paragraph.

7. Relocator's License. Within fourteen (14) days after the Effective Date, the Commission shall issue an Order of Renewal granting Rendered's pending relocator license. The Commission shall deem the Order to be resolved by this Agreement. Nothing herein shall be construed to prevent the Commission from issuing future citations or future orders to Rendered to attend a fitness hearing for acts or omissions that have accrued after the Effective Date. Nothing herein shall be construed to grant Rendered any greater rights under the ICRTVL.

8. Third-Party Claims. (a) This Agreement is not intended to limit or expand the right of any person or organization (other than the Commission, which rights are addressed herein) to seek relief against Rendered, or any officer or employee thereof, for their conduct or the conduct of Rendered; accordingly, it does not alter legal standards governing any such claims by third parties, including those arising from local, state, or federal law, and all defenses available to Rendered against third-party claims that exist under applicable law are hereby preserved. This Agreement does not expand, nor will it be construed to expand, access to any Rendered documents, except as expressly provided by this Agreement, by persons or entities other than the Commission.

9. Release by Commission. Upon the Effective Date, the Commission, on behalf of itself and on behalf of its commissioners, attorneys, employees, police officers, predecessors, successors, assigns, attorneys, and agents, does hereby release Rendered, and each of its respective officers, directors, shareholders, affiliates, predecessors, successors, assigns, agents, representatives, employees, and agents of and from any and all claims, causes of actions, demands, liens, agreements, contracts, covenants, suits, obligations, controversies, debts, costs, expenses, damages, judgments, orders and liabilities of whatever kind or nature, in law or in equity, whether now known or unknown, vested or contingent, which exist or may exist in the future, from the beginning of time relating to the settled, paid, dismissed or adjudicated administrative citations resolved under the Settlement Agreement dated September 1, 2016 and the Pending Citations ("Release") resolved under the Settlement Agreement dated November 7, 2018.

10. Choice of Law. The Parties agree and acknowledge that this Agreement is governed by the laws of the State of Illinois, irrespective of any rules, doctrines, or principles related to choice of law.

11. Jurisdiction and Venue. The Parties agree and acknowledge that state and federal courts of Illinois shall have the exclusive (i) subject matter jurisdiction over the Parties to

courts of Illinois shall have the exclusive (i) subject matter jurisdiction over the Parties to enforce and resolve any and all disputes related to this Agreement; (ii) is the exclusive venue in which any such disputes may be heard; and (iii) has personal jurisdiction over each of the Parties to which each of the Parties affirmatively consent by execution of this Agreement. Provided, however, that if a court determines that the Commission has primary jurisdiction over the enforcement of the terms and conditions of this Agreement, then the Commission shall accept jurisdiction to resolve any disputes.

12. Delivery of Documents. The Parties agree to execute and deliver such other reasonable documents and agreements as may be necessary or useful in fulfilling their obligations hereunder.

13. Amendment. Except as expressly provided herein, this Agreement may not be modified or amended except by an instrument or instruments in writing signed by that Party or Parties against whom enforcement of any such modification or amendment is sought.

14. Waiver. The failure of any Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

15. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

16. Authority of Representative to Execute. The undersigned individuals executing this Agreement on behalf of the Parties each represents that he/she is authorized to enter into, this Agreement, has the authority to execute this agreement, and that the Parties are duly authorized by all requisite corporate action to perform under this Agreement.

17. Non-Admission. With the exception of the adjudications of guilt indicated on Exhibit A, by entering into this Agreement, none of the Parties are admitting any wrongdoing for any of the acts complained of in the settled administrative citations contained in Exhibit A as well as the Pending Citations. The Parties are entering into this Agreement to settle and resolve contested issues that are alleged in various complaints and administrative citations and to avoid the expense of litigation.

18. Notices. All notices or documents permitted or required hereunder shall be deemed given or delivered when delivered personally or when sent by first class mail and via electronic mail and addressed to the Parties in care of their attorneys as follows:

To the Commission:

Martin W. Burzawa, Esq.
Transportation Counsel
Illinois Commerce Commission

180 N. LaSalle Street, Suite C-800
Chicago, Illinois 60601

To Rendered:

Donald S. Rothschild, Esq.
Goldstine, Skrodzki, Russian, Nernec and Hoff, Ltd.
835 McClintock Drive, Second Floor
Burr Ridge, Illinois 60527-0860

The Parties may change the address for notices herein by serving the above at their addresses shown above with written notice of such change of address.

19. Drafting of Agreement. Each Party hereto acknowledges that it has had the benefit of counsel of its choice in connection with the negotiation, drafting, and entry into this Agreement, that each Party has had input into the drafting of this Agreement, and therefore that this Agreement shall be interpreted without regard to rules of construction which would construe any ambiguities against the Party who drafted the Agreement. Each Party to this Agreement shall bear its own attorney's fees and costs relating to the settled administrative citations and preparation of the Agreement.

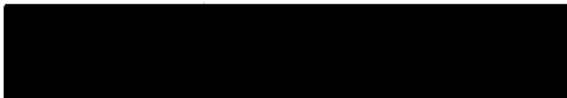
20. Miscellaneous. This Agreement constitutes the entire agreement of the Parties and supersedes all prior negotiations, agreements, and understandings between the Parties. The provisions of this Agreement shall be construed as an integrated agreement. The Agreement may be executed in counterparts, each of which shall be deemed an original, and each of which together shall constitute one and the same Agreement. This Agreement may be executed by signatures transmitted via facsimile or electronic transmission, such as a "pdf" document transmitted through electronic mail, which shall have the same force and effect as an original signature.

21. Enforcement. This Agreement is enforceable only by the Parties. No person or entity is intended to be a third-party beneficiary of the provisions of this Agreement for purposes of any civil, criminal, or administrative action. Accordingly, no person or entity may assert any claim or right as a beneficiary or protected class under this Agreement.

23. Entry of Agreed Dispositions. Rendered and Staff of the Commission hereby request that the Chief Administrative Law Judge enter any and all agreed dispositions on the Pending Citations. The Chief Administrative Law Judge shall take all necessary and proper steps to recommend to the Commission that Rendered's relocater's license be renewed for a period of two (2) years and that this Consent Order and Civil Penalty Fee Agreement be approved and ordered by the Commission.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date specified on the first page hereof, and further that its effectiveness shall be subject to approval by the Commission.

For Illinois Commerce Commission



Martin W. Burzawa, Esq.
Transportation Counsel
Illinois Commerce Commission
180 N. LaSalle Street, Suite C-800
Chicago, Illinois 60601

11-7-2018

Date

For Rendered Services, Inc.



By: James O. Damion
Its: General Manager

Rendered Services, Inc.
74 RTV-R
3611 S. Iron Street
Chicago, Illinois 60609

Nov 7, 2018

Date

Attachment B

SETTLEMENT AGREEMENT AND RELEASE

^{29th} This Settlement Agreement and Release ("Agreement") is entered into as of this day of November, 2018, by and between the Illinois Commerce Commission (the "Commission"), on the one hand, and Rendered Services, Inc. ("Rendered") on the other hand, who are sometimes hereinafter referred to collectively as the "Parties."

RECITALS

WHEREAS, Rendered is a licensed commercial relocater under the Illinois Commercial Relocation of Trespassing Vehicle Law (the "Trespass Law");

WHEREAS, the Commission has issued various administrative citations to Rendered alleging violations of the Trespass Law;

WHEREAS, Rendered and the Commission are desirous to resolve, settle and/or compromise all pending administrative citations;

WHEREAS, Rendered has denied the violations alleged in the settled administrative citations;

WHEREAS, on July 26, 2016, the Chief Administrative Law Judge ("ALJ") ruled that voluntary payments made by Rendered on pending administrative citations which were not heard by the ALJ were each a "voluntary payment without adjudication" and were not an admission of guilt; and

WHEREAS, the Parties seek to avoid the time and expense of litigation and desire to resolve pending administrative citations.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, and other good and valuable consideration received, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties hereto agree as follows:

1. Incorporation of Recitals. The Parties agree and acknowledge that the above Recitals are part of the covenants and terms of this Agreement. As such, the above Recitals are specifically agreed to and incorporated into this Agreement, including any representations made by either of the Parties in the above recitals.

2. Administrative Citations Resolved by Agreement; Payment to Commission. The Parties are resolving the administrative citations attached hereto as Exhibit A in the following manner: (i) settled: 12; (ii) guilty: 1; (iii) dismissed: 24; (iv) refunds: 10 @ \$218.50 each.

- a. Subject to Paragraph 15, Rendered shall pay any refunds associated with certain dismissed cases by December 31, 2018.
- b. Rendered shall pay the Commission any agreed settlement payments by February 28, 2019.
- c. All payments due hereunder shall be delivered to the Commission as denoted under Paragraph 12. The Commission shall be responsible for issuing refund

payments to motorists.

3. Release by Commission. Commission, on behalf of itself and on behalf of its commissioners, attorneys, employees, police officers, predecessors, successors, assigns, attorneys, and agents, does hereby release Rendered, and each of its respective officers, directors, shareholders, affiliates, predecessors, successors, assigns, agents, representatives, employees, and agents of and from any and all claims, causes of actions, demands, liens, agreements, contracts, covenants, suits, obligations, controversies, debts, costs, expenses, damages, judgments, orders and liabilities of whatever kind or nature, in law or in equity, whether now known or unknown, vested or contingent, which exist or may exist in the future, from the beginning of time relating to the settled, dismissed or adjudicated administrative citations ("Release").

4. Choice of Law. The Parties agree and acknowledge that this Agreement is governed by the laws of the State of Illinois, irrespective of any rules, doctrines, or principles related to choice of law.

5. Jurisdiction and Venue. The Parties agree and acknowledge that state and federal courts of Illinois shall have the exclusive (i) subject matter jurisdiction over the Parties to enforce and resolve any and all disputes related to this Agreement; (ii) is the exclusive venue in which any such disputes may be heard; and (iii) has personal jurisdiction over each of the Parties to which each of the Parties affirmatively consent by execution of this Agreement.

6. Delivery of Documents. The Parties agree to execute and deliver such other reasonable documents and agreements as may be necessary or useful in fulfilling their obligations hereunder.

7. Amendment. Except as expressly provided herein, this Agreement may not be modified or amended except by an instrument or instruments in writing signed by that Party or Parties against whom enforcement of any such modification or amendment is sought.

8. Waiver. The failure of any Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

9. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

10. Authority of Representative to Execute. The undersigned individuals executing this Agreement on behalf of the Parties each represents that he/she is authorized to enter into, this Agreement, has the authority to execute this agreement, and that the Parties are duly authorized by all requisite corporate action to perform under this Agreement.

11. Non-Admission. With the exception of the adjudications of guilt indicated on Exhibit A, by entering into this Agreement, none of the Parties are admitting any wrongdoing for any of the acts complained of in the settled administrative citations. The Parties are entering into this Agreement to settle and resolve contested issues that are alleged in various complaints and administrative citations and to avoid the expense of litigation.

12. Notices. All notices or documents permitted or required hereunder shall be deemed given or delivered when delivered personally or when sent by first class mail and via electronic mail and addressed to the Parties in care of their attorneys as follows:

To the Commission:

Martin Burzawa
Transportation Counsel
Illinois Commerce Commission
180 N. LaSalle Street, Suite C-800
Chicago, Illinois 60601
martin.burzawa@illinois.gov

To Rendered:

Donald S. Rothschild
Goldstine, Skrodzki, Russian, Nemecek and Hoff, Ltd.
835 McClintock Drive, Second Floor
Burr Ridge, Illinois 60527-0860
dsr@gsrnh.com

The Parties may change the address for notices herein by serving the above at their addresses shown above with written notice of such change of address.

13. Drafting of Agreement. Each Party hereto acknowledges that it has had the benefit of counsel of its choice in connection with the negotiation, drafting, and entry into this Agreement, that each Party has had input into the drafting of this Agreement, and therefore that this Agreement shall be interpreted without regard to rules of construction which would construe any ambiguities against the Party who drafted the Agreement. Each Party to this Agreement shall bear its own attorney's fees and costs relating to the settled administrative citations and preparation of the Agreement.

14. Miscellaneous. This Agreement constitutes the entire agreement of the Parties and supersedes all prior negotiations, agreements, and understandings between the Parties. The provisions of this Agreement shall be construed as an integrated agreement, and the Agreement may not be modified or amended except in a writing signed by all Parties. The Agreement may be executed in counterparts, each of which shall be deemed an original, and each of which together shall constitute one and the same Agreement. This Agreement may be executed by signatures transmitted via facsimile or electronic transmission, such as a "pdf" document transmitted through electronic mail, which shall have the same force and effect as an original signature.

15. Entry of Agreed Dispositions. Rendered and the Staff of the Illinois Commerce Commission hereby request that the Chief Administrative Law Judge enter the agreed dispositions on administrative citations contained in Exhibit A.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date specified on the first page hereof, and further that its effectiveness shall be subject to approval by the Chief Administrative Law Judge within thirty (30) days.

ILLINOIS COMMERCE COMMISSION

By: 

Its: Transportation Counsel

Martin Burzawa
Transportation Counsel
Illinois Commerce Commission
180 N. LaSalle Street, Suite C-800
Chicago, Illinois 60601
martin.burzawa@illinois.gov

RE: 

BY: 

Its: General Counsel

Donald S. Rothschild
Brian M. Dougherty
Goldstine, Skrodzki, Russian,
Nemec and Hoff, Ltd.
835 McClintock Drive, Second Floor
Burr Ridge, IL 60527
dsr@gsrnh.com

APPROVED: 

Chief Administrative Law Judge
11-29-18

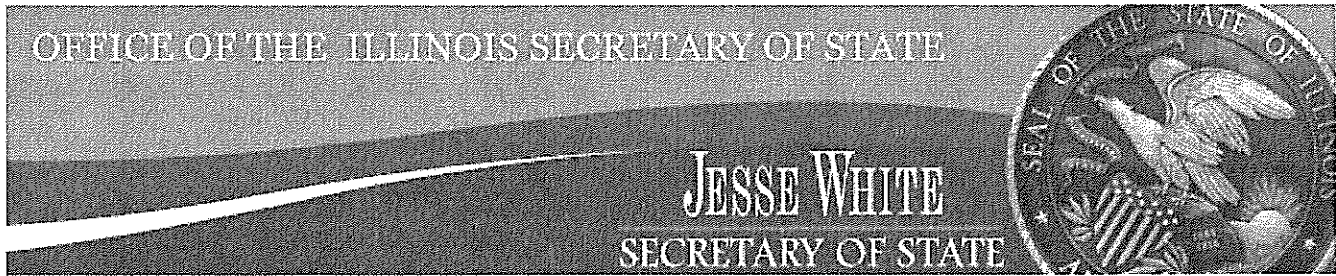
Date

EXHIBIT A

AGREED RESOLUTION OF VARIOUS PENDING ADMINISTRATIVE CITATIONS RENDERED SERVICES, INC., 74 RTV-R

Administrative Citation Number	Disposition	Note(s)
800044	Dismiss	Refund \$218.50
8002166	Dismiss	
8002167	Dismiss	
8002168	Dismiss	
8001510	Dismiss	Refund \$218.50
8001522	Dismiss	
8001523	Dismiss	
8001524	Dismiss	
8001504	Dismiss	
8001507	Dismiss	Refund \$218.50
8001505	Dismiss	
8001506	Dismiss	
8002014	Dismiss	Refund \$218.50
8002131	Settled	\$50
8002145	Dismiss	
8001651	Guilty	\$100.00
8001652	Dismiss	
8001653	Dismiss	
8001654	Dismiss	
8001655	Dismiss	
8001656	Dismiss	
8001657	Dismiss	
8001658	Dismiss	
8001659	Dismiss	
8001660	Dismiss	
8002142	Dismiss	Refund \$218.50
8002143	Dismiss	
8002144	Dismiss	
8002145	Dismiss	
8002146	Dismiss	
8002147	Dismiss	

Administrative Citation Number	Disposition	Note(s)
8002150	Dismiss	
8001633	Settled	\$50
8001634	Settled	
8001495	Dismiss	
8001514	Settled	\$50
8001512	Settled	\$50
8001513	Dismiss	Refund \$218.50
8001480	Dismiss	
8002150	Dismiss	
8002169	Settled	\$50
8001477	Settled	\$50
8001478	Settled	\$50
8002138	Settled	\$100
8002134	Dismiss	Refund \$218.50
8002135	Dismiss	
8002130	Settled	\$50
8002129	Settled	\$150
8002119	Dismiss	Refund \$218.50
8002120	Dismiss	
8002113	Settled	\$50
8001751	Dismiss	
8001752	Dismiss	
8001753	Dismiss	
8001754	Dismiss	
8001647	Dismiss	Refund \$218.50
8001646	Dismiss	
8001536	Dismiss	Refund \$218.50



CORPORATION FILE DETAIL REPORT

File Number	54509499		
Entity Name	RENDERED SERVICES, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	01/05/1987	State	ILLINOIS
Agent Name	DONALD S ROTHSCHILD	Agent Change Date	12/21/2011
Agent Street Address	835 MCCLINTOCK DR SECOND FLR	President Name & Address	LEAHRAE RICHERT 3611 S IRON ST CHICAGO IL 60609
Agent City	BURR RIDGE	Secretary Name & Address	LEAHRAE RICHERT SAME
Agent Zip	60527	Duration Date	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	2019

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