

**STATE OF FLORIDA  
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES**

DEPARTMENT OF HIGHWAY SAFETY  
AND MOTOR VEHICLES,

Petitioner,

vs.

TWO STAR TRAFFIC & SKILL TESTS  
PRACTICE, CORP,

Respondent.

HSMV Case No.: MS-21-409

DOAH Case No.: 22-1955

**FINAL ORDER NO. : FLHSMV 2022**

**HSMV-22-0331-AS-MS**

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

**FINAL ORDER APPROVING SETTLEMENT AGREEMENT**

This cause comes before the Department of Highway Safety and Motor Vehicles from an Administrative Complaint, dated November 8, 2021, filed against Respondent pursuant to §§ 120.569 and 120.57(1), Fla. Stat., and Fla. Admin. Code Chapter 28-106, Parts I and II. The parties have entered into a Settlement Agreement, dated September 20, 2022, which terms appear reasonable and acceptable to the Department. Therefore, the terms of the Settlement Agreement, a copy of which is attached, are approved and incorporated into this final order. The parties are directed to abide by the Settlement Agreement according to its terms.

Accordingly, it is **ORDERED** and **ADJUDGED** that the Settlement Agreement is incorporated into this final order and, therefore, the case is **CLOSED**.

**DONE AND ORDERED** this 23rd day of September, 2022, at Tallahassee, Leon County, Florida.



Robert Kynoch, Director of Motorist Services  
Department of Highway Safety and Motor Vehicles  
2900 Apalachee Parkway  
Tallahassee, Florida 32399

FILED FLHSMV AGENCY CLERK  
SEP 23 2022  
MS-21-409

**COPIES FURNISHED** this 23rd day of September, 2022, to:

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### **NOTICE OF RIGHT TO APPEAL**

A party adversely affected by this final order may seek judicial review as provided in § 120.68, Fla. Stat., and Fla. R. App. P. 9.190. Judicial review is initiated by filing a notice of appeal with the Agency Clerk, and a copy of the notice of appeal, accompanied by the filing fee, with the appropriate district court of appeal. The notice of appeal must conform to the requirements of Fla. R. App. P. 9.110(d) and must be filed within thirty (30) days of rendition of this final order.

Filing with the Agency Clerk may be accomplished by U.S. mail, express overnight delivery, hand delivery, facsimile transmission, or electronic mail. The address for overnight delivery or hand delivery is Joseph Gillespie, DHSMV Agency Clerk, Department of Highway Safety and Motor Vehicles, 2900 Apalachee Parkway, A-432, MS-2, Tallahassee, Florida 32399. The facsimile number is (850) 617-5112. The email address is [OGCFiling@flhsmv.gov](mailto:OGCFiling@flhsmv.gov).

STATE OF FLORIDA  
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR  
VEHICLES

DEPARTMENT OF HIGHWAY SAFETY  
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Petitioner,

v.

DOAH Case No. 22-1955  
HSMV Case No. MS-21-409

TWO STAR TRAFFIC AND  
SKILL TESTS PRACTICE, CORP.,

Respondent.

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**SETTLEMENT AGREEMENT**

Pursuant to s. 120.57(4), Florida Statutes, the Department of Highway Safety and Motor Vehicles (the "Department") and Two Star Traffic and Skill Tests Practice, Corp. (Two Star), through counsel, agree to resolve their differences in consideration of mutual promises contained herein, and to settle the HSMV case number MS-21-409 upon the terms and conditions set forth below.

The parties hereby agree to the following:

1. On November 8, 2021, the Department issued a five-count administrative complaint against Two Star, alleging non-compliance with the provisions of the February 10, 2019, contract (Contract) between the Department and Two Star to administer Class E knowledge examinations. Specifically, the administrative complaint alleged violations of Section III, paragraph G, 2 and 4; Section III, Paragraph C, 2; Section V., paragraph I, 1, b; Section VIII, paragraph A, 4; and Section III, paragraph C, 1, of the Contract.

2. On November 18, 2021, Two Star filed with the Department an Election of Rights Form disputing the allegations in the administrative complaint, which was transmitted to

the Florida Division of Administrative Hearings. The case was eventually set for formal hearing on October 27, 2022.

3. The parties have freely and voluntarily reached an agreement on the terms of the settlement set forth herein. Two Star acknowledges it has had the opportunity to review the terms of this agreement with legal counsel of its choosing. By entering into this Agreement, Two Star neither admits nor denies any of the allegations set forth in the November 8, 2021, administrative complaint.

4. Two Star agrees to a 90-day suspension of its administration of knowledge examinations under its April 30, 2021, contract with the Department to perform knowledge examinations, beginning on October 14, 2022, through January 12, 2023. On January 13, 2022, Two Star shall be automatically reinstated under its April 30, 2021, Contract to resume the administration of knowledge examinations.

5. Two Star agrees to comply with all contract provisions cited in the November 8, 2021, administrative complaint.

6. It is expressly understood that this Settlement Agreement has no force and effect until the Department enters a Final Order adopting the same.

7. Two Star acknowledges, concurs, and stipulates that its failure to comply with any of the terms, obligations, and conditions of this settlement agreement and Final Order adopting it is a violation of the settlement and the Final Order entered pursuant to Chapters 120 and 322, Florida Statutes. Such non-compliance may result in the issuance of an emergency cease and desist order or summary termination of Two Star's contract with the Department.

8. Two Star agrees to waive any and all appeal rights upon entry of a final order adopting this Settlement Agreement. The parties agree that this Settlement Agreement settles all

claims or causes of action of whatever nature, which have been or might be made based on the particular facts or circumstances arising from the Department's action or Two Star's conduct as alleged in the November 8, 2021, administrative complaint.


9. Two Star hereby releases and forever discharges the State of Florida, its elected officials, agents, employees and volunteers, including the Department, and the Department releases and forever discharges Two Star, its agents, employees and volunteers from all claims and demands, actions and causes of action arising under the laws of the State of Florida or the United States of America, and any and all damages, costs, expenses and compensation arising from the actions alleged in the November 8, 2021, administrative complaint, which form the basis for this Settlement Agreement.

10. Each party agrees to bear its own costs and attorney's fees, if any, associated with this case or settlement negotiations, and entry into this Agreement.


11. Upon receipt of this Settlement Agreement executed by Two Star, the Department will enter a Final Order Accepting the Settlement. Two Star further agrees to the Department filing a Joint Motion with the Division of Administrative Hearings to relinquish jurisdiction back to the Department for the issuance of Final Order incorporating this settlement.

12. This Agreement shall become effective upon the date of the last signature below.


Signed this 20<sup>th</sup> day of September, 2022

  
\_\_\_\_\_  
Lianet Perello  
President  
Two Star Traffic and Skill Tests Practice, Corp.

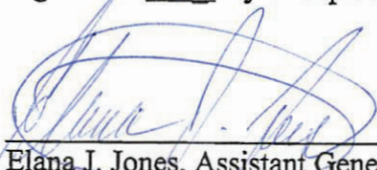
Signed this 20<sup>th</sup> day of September, 2022

  
\_\_\_\_\_  
William Ray Graves, Chief  
Bureau of Motorist Compliance  
Department of Highway Safety  
and Motor Vehicles  
Neil Kirkman Building, Room A 202A  
2900 Apalachee Parkway  
Tallahassee, Florida 32399

Signed this 20<sup>th</sup> day of September, 2022

  
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*Attorney for Respondent*

Signed this 20<sup>th</sup> day of September, 2022

  
\_\_\_\_\_  
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