

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of Egal Trucking, Notice :
of Apparent Violation and Intent to : Case No. 15-1753-TR-CVF
Assess Forfeiture. : (OH3261007122C)

SETTLEMENT AGREEMENT

- 1) Pursuant to Rule 4901:2-7-11, Ohio Admin. Code, Egal Trucking, (Carrier or Respondent) and the Staff of the Transportation Department of the Public Utilities Commission of Ohio (Staff) (Collectively, the Parties) enter into this Settlement Agreement to resolve all issues in the above captioned case.
- 2) On June 28, 2015, a vehicle operated by Respondent, and driven by an agent of the Respondent, was inspected within the state of Ohio. As the result of the inspection, Respondent was cited for the following violations of the commission's rules:
 - 49 C.F.R. 393.75(c) (tire tread depth less than 2/32 inch)
 - 49 C.F.R. 396.3(a)(1) (brakes—missing retainer for slack adjuster on cam shaft)
 - 49 C.F.R. 393.45 (brake tubing and hose adequacy)
 - 49 C.F.R. 396.3(a)(1) (inspection, repair, and maintenance—steel plate hanging on wires at rear of trailer)

- 3) On September 16, 2015, the Staff served upon the Respondent a notice of preliminary determination (NPD) pursuant to Rule 4901:2-07-12, Ohio Admin. Code. The NPD notified respondent that Staff intended to assess a \$90 civil forfeiture for the violations (\$50 for the brake tubing violation and \$40 for the hanging steel plate). In response to the NPD, the Respondent made a timely formal request for an administrative hearing pursuant to Rule 4901:2-7-13, Ohio Admin. Code.
- 4) A prehearing conference was conducted on December 1, 2015, at which the Respondent had a full opportunity to present mitigating circumstances regarding the amount of forfeiture, and other information relevant to the action proposed to be taken by Staff. Subsequently, the Ohio State Highway Patrol reviewed the 49 C.F.R. 396.3(a)(1) charge regarding the hanging steel plate on wires and determined that the violation should be deleted. Accordingly, the Parties request that the Commission dismiss this violation. The Parties further agree that Respondent does not contest the remaining violations and recommend a \$50 civil forfeiture for the brake tubing violation.
- 5) The Parties have negotiated this Settlement Agreement which the Parties believe resolves all of the issues raised in this case. Accordingly, the Parties agree that Respondent shall make payment of a \$50 civil forfeiture no later than 30 days after the effective date of this Settlement Agreement. The date of the entry of the Commission order adopting the Settlement Agreement shall be considered the

effective date of the Settlement Agreement. Respondent shall submit payment by check or money order, payable to: "Treasurer, State of Ohio," and mail to: PUCO, Attn: CF Processing, 180 East Broad St., 4th Floor, Columbus, Ohio 43215-3793.

The case number 15-1753-TR-CVF (OH3261007122C) must appear on the face of the check.

- 6) For purposes of settlement, and not as an admission or evidence that the violation occurred, Respondent agrees that the remaining violations may be included in the Respondent's Safety-Net record, and in Respondent's history of violations insofar as they may be relevant for purposes of determining future penalty actions.
- 7) It is understood by the Respondent and the Staff that this Settlement Agreement is not binding upon the Public Utilities Commission of Ohio (Commission). This agreement, however, is based on the Respondent's and the Staff's desire to arrive at a reasonable result considering the law, facts and circumstances. Accordingly, the Respondent and the Staff recommend that the Commission adopt this Settlement Agreement.
- 8) This Settlement Agreement is submitted on the condition that the Commission adopts the agreed upon terms. In the event the Commission rejects any part of the Settlement Agreement, or adds to, or otherwise materially modifies its terms, each party shall have the right, within thirty days of the Commission's order, to file an application for rehearing that includes a request to terminate and withdraw from the Settlement Agreement. Upon the application for rehearing and request to terminate/withdraw from the Settlement Agreement being granted by the

Commission, the Settlement Agreement shall immediately become null and void.

In such event, the parties shall proceed to a hearing as if this Settlement Agreement had never been executed.

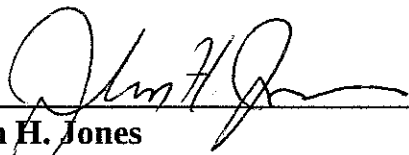
- 9) This Settlement Agreement is made in settlement of all factual or legal issues in this case. It is not intended to have any affect whatsoever in any other case.
- 10) This agreement, which is subject to the Rules of the Commission, constitutes the entire agreement of the Parties. The Signatory Parties agree that this Settlement Agreement is in the best interest of all the Parties, and recommend the Commission to adopt the same. The undersigned respectfully request that the Commission issue an entry in accordance with the terms set forth in this Settlement Agreement.
- 11) The Parties have manifested their consent to the Settlement Agreement by affixing their signatures below on this 20 day of January, 2016.

On behalf of the Respondent

Abduladif 1/20/2016

Abduladif H. Egal
Egal Trucking Inc.
P.O. Box 248580
Columbus, Ohio 43224
(614) 477-6381

On behalf of the Staff of the Public
Utilities Commission of Ohio


John H. Jones
Assistant Section Chief
Public Utilities Section
180 East Broad Street, 6th Floor
Columbus, Ohio 43215-3793
(614) 728-5172

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Case No(s). 15-1753-TR-CVF

Summary: Agreement Settlement Agreement submitted by Assistant Attorney General John Jones on behalf of the Staff of the Public Utilities Commission of Ohio. electronically filed by Kimberly L Keeton on behalf of Public Utilities Commission of Ohio