

**BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of a Request for	:	
Approval of the Settlement Between	:	Case No. 21-286-TR-CVF
Staff and Kabs Express Inc.	:	(21-CR-428584)
	:	

SETTLEMENT AGREEMENT

I. Introduction

Pursuant to Ohio Adm.Code 4901:2-7-11(C), Kabs Express Inc. (Respondent) and the Staff of the Transportation Department of the Public Utilities Commission of Ohio (Staff) enter into this settlement agreement and request the approval of the Commission.

It is understood by the Respondent and the Staff (jointly, Signatory Parties) that this Settlement Agreement is not binding upon the Public Utilities Commission of Ohio (Commission). This Settlement Agreement, however, is based on the Signatory Parties' desire to arrive at a reasonable result considering the law, facts and circumstances.

Accordingly, the Signatory Parties believe that this Settlement Agreement should be approved by the Commission.

This Settlement Agreement is submitted on the condition that the Commission adopts the agreed upon terms in their entirety and without material modification. The Signatory Parties agree that if the Commission rejects all or any part of this Settlement Agreement or otherwise materially modifies its terms, either Signatory Party shall have the right, within thirty (30) business days of the Commission's order, either to file an

application for rehearing or to terminate and withdraw from this Settlement Agreement by filing a notice with the Commission. If an application for rehearing is filed, and if the Commission does not adopt the Settlement Agreement without material modification, or if the Commission makes a material modification to any Order adopting the Settlement Agreement pursuant to any reversal, vacation and/or remand by the Supreme Court of Ohio, then either signatory part may terminate and withdraw from this agreement by filing a notice with the Commission within ten (10) days of the Commission's Entry on Rehearing or Order. In such an event, a hearing shall go forward, and the Signatory Parties shall be afforded the opportunity to present evidence through witnesses, to cross-examine all witnesses, to present rebuttal testimony, and to file briefs on all issues.

II. Procedural History

A. On February 4, 2021, Staff conducted a compliance review of Kabs Express Inc. at 3570 Blendon Bend Way, Columbus, Ohio 43231. The compliance review resulted in the discovery of seven (7) violations of the Federal Motor Carrier Safety Administration regulations. The violations were:

(1) failing to conduct an annual query in violation of 49 C.F.R.

§382.701(b)(1);

(2) failing to conduct a pre-employment query in violation of 49 C.F.R.

§382.701(a);

(3) failing to register in the Clearinghouse in violation of 49 C.F.R.

§382.711(b);

- (4) failure to keep inquiries into driving record in qualification file in violation of 49 C.F.R. §391.51(b)(2);
- (5) operating a vehicle in violation of local/state laws in violation of 49 C.F.R. §392.2;
- (6) false reports of record duty status in violation of 49 C.F.R. §395.8(e)(1);
- and
- (7) failing to require driver to prepare vehicle inspection report in violation of 49 C.F.R §396.11(a).

- B. Due to the violations described above and in accordance with Ohio Adm.Code 4901:2-7-07, Staff sent respondent a Notice of Apparent Violation and Intent to Assess Forfeiture in the amount of \$6,725.00 on February 23, 2021.
- C. Pursuant to Ohio Adm.Code 4901:2-7-10, Respondent made a timely request for conference to present mitigating circumstances. A conference was held on March 26, 2021, where Respondent, with the assistance of a safety consultant, had the opportunity to present reasons why the violations did not occur as alleged, mitigating circumstances regarding the amount of the forfeiture, reasons why the compliance order may be unjustified, or any other information relevant to the action proposed to be taken. By the time the conference occurred, Respondent had been working to address the issues identified in the inspection. Respondent had also developed a

corrective action plan with the assistance of the safety consultant, which Staff has reviewed.

- D. The Signatory Parties have negotiated this settlement agreement which the Signatory Parties believe resolves all the issues raised in the notice of apparent violation. Because the civil forfeiture exceeds five thousand dollars, this settlement agreement is submitted for the Commission's approval in accordance with Ohio Adm.Code 4901:2-7-11(C).

III. Settlement Agreement

The parties hereto agree and recommend that the Commission find as follows:

- A. Respondent agrees to violations of 49 C.F.R. §382.701(b)(1); 49 C.F.R. §382.701(a); 49 C.F.R. §382.711(b); 49 C.F.R. §391.51(b)(2); 49 C.F.R. §392.2; 49 C.F.R. §395.8(e)(1); and 49 C.F.R §396.11(a) and recognizes that they may be included in Respondent's Safety-Net Record and Respondent's history of violations insofar as they may be relevant for purposes of determining future penalty actions.
- B. Pursuant to Ohio Adm.Code 4901:2-7-11, this settlement agreement shall not become effective until approved by an Opinion and Order of the Commission. The date of the entry of the Commission order adopting the settlement agreement shall be considered the effective date of the settlement agreement.
- C. The Respondent agrees to make payment of a civil forfeiture of \$5,247.50 for the violations listed in paragraph A within thirty (30) days after the


effective date of this settlement agreement. Payment shall be made payable to “Public Utilities Commission of Ohio,” and it shall be mailed to PUCO FISCAL, 180 E. Broad St., 4th floor, Columbus, OH 43215-3793. Case Nos. 21-CR-428584 and 21-286-TR-CVF should appear on the face of the check.

- D. Respondent has provided proof sufficient to Staff that it has a corrective action plan to address the violations found in this inspection.
- E. This settlement agreement is made in settlement of all factual or legal issues in this case. It is not intended to have any effect whatsoever in any other case or proceeding, except as described in paragraph A.

III. Conclusion

The Signatory parties agree that this Settlement Agreement is in the best interest of all parties, and urge the Commission to approve the same. The undersigned respectfully request that the Commission issue an entry in accordance with the terms set forth in this Settlement Agreement. The parties have manifested their consent to the Settlement Agreement by affixing their signatures below on this 19th day of April 2021.

On behalf of Kabs Express Inc.

/s/ 
Akosua Bamfo
President, Kabs Express Inc.
3570 Blendon Bend Way
Columbus, OH 43231

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

/s/ Thomas M. Shepherd
Thomas M. Shepherd
Assistant Attorney General
Public Utilities Section
30 East Broad Street, 26th Floor
Columbus, OH 43215

This foregoing document was electronically filed with the Public Utilities

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Case No(s). 21-0286-TR-CVF

Summary: Agreement electronically filed by Mrs. Tonnetta Y Scott on behalf of PUCO