

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

Application In the Matter of a Request)	
for Approval of the Settlement Between)	
Staff and Tur Trucking, Inc. Pursuant to)	Case No. 21-1065-TR-CVF
Rule 4901:2-7-11, Ohio Administrative)	(21-CR-443866)
Code.)	

SETTLEMENT AGREEMENT

I. Introduction

Pursuant to Rule 4901:2-7-11 of the Ohio Administrative Code (O.A.C.), Tur Trucking Inc. (“Respondent”) and the Staff of the Transportation Department of the Public Utilities Commission of Ohio (Staff) enter into this agreement to resolve all issues in the above-captioned case.

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

This Settlement Agreement is expressly conditioned upon its adoption by the Commission in its entirety and without material modification. Should the Commission reject or materially modify all or any part of this Settlement Agreement, the Signatory Parties shall have the right, within thirty days of issuance of the Commission’s Order, to file an application for rehearing. Should the Commission, in issuing an entry on

rehearing, not adopt the Settlement Agreement in its entirety and without material modification, any Party may withdraw from the Settlement Agreement. Such withdrawal shall be accomplished by filing a notice with the Commission, including service to all parties, in the docket within thirty days of the Commission's entry on rehearing. Neither party to this Settlement Agreement will oppose the withdrawal from the Settlement Agreement by the other party. Prior to the filing of such a notice, the party wishing to withdraw agrees to work in good faith with the other Party to achieve an outcome that substantially satisfies the intent of the Settlement Agreement and, if a new agreement is reached, then the new agreement shall be filed for Commission review and approval. If the discussions to achieve an outcome that substantially satisfies the intent of the Settlement Agreement is unsuccessful in reaching a new agreement that includes all Signatory Parties to the present Settlement Agreement, then the Commission will convene an evidentiary hearing as if the withdrawing Party had never executed the Settlement Agreement.

II. History

- A.** On 04-09-2021, a compliance review of the Respondent's facility located at 5941 MILO RD DAYTON, OH 45414, resulted in the discovery of the following apparent violation(s) of the Commission's rules. For those violations the Commission intended to assess a civil forfeiture against Respondent in the following amount:

<u>C.F.R. Code</u>	<u>Violation</u>	<u>Forfeiture</u>
382.305(b)(1)	Failing to do random alcohol test at applicable annual rate	\$ 400.00
382.305(b)(2)	Failing to do random drug tests at applicable annual rate.	\$ 600.00
382.309	Using a driver who has not completed a return-to-duty process.	\$ 1250.00
382.701 (b)(1)	Failing to conduct an annual query.	\$ 500.00
382.701(a)	Failing to conduct a pre-employment query.	\$ 700.00
382.705 (b)(1)(v)	Failing to report that the driver has successfully completed all follow-up tests as prescribed in the SAP report.	\$ 400.00
382.711(b)	Failing to register in the Clearinghouse.	\$ 1000.00
395.8(e)(1)	False reports of records of duty status	\$ 0.00
<u>Total Amount Due:</u>		\$4,850.00

B. A conference was requested on 4/28/2021, at which Respondent had a full opportunity to present reasons why the violations did not occur as alleged, mitigating circumstances regarding the amount of any forfeiture, and any other information relevant to the action proposed to be taken by Staff. This settlement conference was not able to resolve all issues and the Respondent was afforded the opportunity to request an administrative hearing.

C. As part of the administrative hearing process a second settlement conference was held 05/12/2021. During this conference the Respondent both parties were able to reach a settlement agreement.

III. Settlement Terms

- A.** For purposes of settlement Respondent agrees the violation(s) listed above in II. A. may be included in Respondent's compliance record and agrees to make payment of a reduced forfeiture amount of \$3500.00.
- B.** This agreement shall become effective when approved by the Commission. Pursuant to O.A.C. 4901:2-7-14, if Respondent fails to comply with the provisions of this settlement agreement Respondent shall be in default and deemed to have admitted the violation(s). In the event of default, the Commission may set aside this agreement and order Respondent to pay the amount indicated in the "Notice of Alleged Violation and Intent to Assess Forfeiture" previously served in this case.
- C.** Respondent shall pay the \$3500.00 civil forfeiture in 12 monthly payments starting within 30 days immediately following the Commission's order approving this Settlement Agreement. The payments shall be made payable to "Public Utilities Commission of Ohio," and shall be mailed to Public Utilities Commission of Ohio, Attn: CF Processing, 180 E. Broad St., 4th floor, Columbus, OH 43215-3793. The case numbers (21-CR-443866 and/or 21-1065-TR-CVF) should appear on the face of the payments.
- D.** This agreement, which is subject to the rules of the Commission, constitutes the entire agreement between the parties.

IV. Conclusion

The undersigned respectfully request that the Commission adopt this Settlement Agreement in its entirety. The parties have manifested their consent and authority to enter into the Settlement Agreement by affixing their signatures below.

On the Behalf of Tur Trucking, Inc.

/s/ Yasha Shakirjon (per email authorization)

Yasha Shakirjon / CEO

5941 MILO RD

DAYTON, OH 45414

Date: 03/28/2022

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

/s/ Robert Eubanks

Robert Eubanks

Senior Assistant Attorney General

Counsel for Public Utilities Section

30 East Broad Street, 26th Floor

Columbus, Ohio 43215

Date: 03/28/2022

Kimberly Naeder

Subject: FW: Case No. 21-1065 Settlement
Attachments: Settlement Agreement 21-1065 final.docx

From: Josh Jon <tur.trucking@gmail.com>
Sent: Monday, March 28, 2022 12:27 PM
To: Robert Eubanks <Robert.Eubanks@OhioAGO.gov>
Subject: Re: Case No. 21-1065 Settlement

Yes, I received the agreement and I'm giving you permission to sign it on my behalf.

On Mon, Mar 28, 2022 at 12:18 PM Robert Eubanks <Robert.Eubanks@ohioago.gov> wrote:

If it is okay, please respond to this email giving me permission to sign your name to the agreement and file with the Commission.

Robert Eubanks

Senior Assistant Attorney General

Ohio Attorney General's Office

30 East Broad Street; 26th Floor

Columbus, Ohio 43215

614 517-6091 (Cell Phone)

** Please note that, in adherence to best practices brought about in response to COVID-19, the Ohio Attorney General's Office moved to a "remote work" status effective March 18, 2020. All members of the office remain available remotely during normal business hours. Thank you for your patience.*

From: Josh Jon <tur.trucking@gmail.com>
Sent: Monday, March 28, 2022 11:29 AM
To: Robert Eubanks <Robert.Eubanks@OhioAGO.gov>
Subject: Re: Case No. 21-1065 Settlement

YES

On Thu, Mar 24, 2022 at 1:12 PM Robert Eubanks <Robert.Eubanks@ohioago.gov> wrote:

Hello Sir,

Have you had a chance to review the settlement agreement.

Thanks,

Robert Eubanks

Senior Assistant Attorney General

Ohio Attorney General's Office

30 East Broad Street; 26th Floor

Columbus, Ohio 43215

614 517-6091 (Cell Phone)

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From: Robert Eubanks
Sent: Wednesday, March 23, 2022 11:24 AM
To: 'tur.trucking@gmail.com' <tur.trucking@gmail.com>
Subject: Case No. 21-1065 Settlement

Please review the attached settlement agreement memorializing the reduced forfeiture amount of \$3500.00 to be paid over 12 months. If it is acceptable, please give me permission to add your electronic signature and I will file with the Commission.

Thanks,
Robert Eubanks
Senior Assistant Attorney General
Ohio Attorney General's Office
30 East Broad Street; 26th Floor
Columbus, Ohio 43215
614 517-6091 (Cell Phone)

** Please note that, in adherence to best practices brought about in response to COVID-19, the Ohio Attorney General's Office moved to a "remote work" status effective March 18, 2020. All members of the office remain available remotely during normal business hours. Thank you for your patience.*

— JOSH
TUR TRUCKING INC
WEBSITE: <https://turtrucking.wixsite.com/website>

— JOSH
TUR TRUCKING INC
WEBSITE: <https://turtrucking.wixsite.com/website>

**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on**

3/28/2022 1:30:04 PM

in

Case No(s). 21-1065-TR-CVF

Summary: Agreement Settlement Agreement electronically filed by Mrs. Kimberly
M. Naeder on behalf of PUCO