

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

Application In the Matter of a Request)	
for Approval of the Settlement Between)	
Staff and Bayzit S. Syuleyman. Pursuant)	Case No. 22-147-TR-CVF
to Rule 4901:2-7-11, Ohio)	(OH3223005096D)
Administrative Code.)	

SETTLEMENT AGREEMENT

I. Introduction

Pursuant to Rule 4901:2-7-11 of the Ohio Administrative Code (O.A.C.), Bayzit S. Syuleyman (“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 01/12/2022, a vehicle operated by OHIO INTERMODAL SERVICES LLC,

and driven by, SYULEYMAN, BAYZIT S was inspected within the state of Ohio.

- B.** As a result of discovery of the following violation(s) of the Commission’s rules, Staff of the Commission timely notified BAYZIT SYULEYMAN pursuant to rule 4901:2-7-07, Ohio Administrative Code (OAC), that it intended to assess a civil forfeiture against BAYZIT SYULEYMAN in the following amount:

<u>C.F.R. Code</u>	<u>Violation</u>	<u>Forfeiture</u>
392.80	Driving a commercial motor vehicle while Texting	\$ 250.00

- C.** A conference was conducted pursuant to Rule 4901:2-10, OAC, at which BAYZIT SYULEYMAN had a full opportunity to present reasons why the violation(s) 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 the Staff. This settlement conference was not able to resolve all issues and the Respondent was afforded the opportunity to request an administrative hearing.
- D.** As part of the administrative hearing process a second settlement conference was held on 04/08/2022. During this conference Staff and the Respondent were able to reach a settlement agreement.

III. Settlement Terms

- A.** For purposes of settlement Respondent agrees the violation(s) listed above in II.

B. may be included in Respondent's compliance record and in its history of violations insofar as they may be relevant for the purposes of determining penalty for future violations and agrees to make payment of a reduced forfeiture amount of \$175.00.

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 \$175.00 civil forfeiture 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 (OH3223005096D and/or 22-147-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.

<p>On the Behalf of Bayzit S. Syuleyman</p> <p><u>/s/Bayzit S. Syuleyman</u> Bayzit S. Syuleyman 6132 MEADVIEW DR SEVEN HILLS, OH 44131</p>	<p>On Behalf of the Staff of the Public Utilities Commission of Ohio</p> <p><u>/s/Robert Eubanks</u> Robert Eubanks Senior Assistant Attorney General Counsel for Public Utilities Section 30 East Broad Street, 26th Floor Columbus, Ohio 43215</p>
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**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on**

4/25/2022 12:05:44 PM

in

Case No(s). 22-0147-TR-CVF

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