

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

PUBLIC UTILITIES COMMISSION

STATE OF OHIO

RECEIVED
MAR 20 2001
DOCKETING DIVISION
PUCO

In the Matter of B&T Express,)
Inc., Notice of Apparent)
Violation and Intent to) Case Nos. 00-533-TR-CVF
Assess Civil Forfeiture.) 00-534-TR-CVF
00-750-TR-CVF
00-1686-TR-CVF

Hearing Room 11-B
Borden Building
180 East Broad Street
Columbus, Ohio 43215
Tuesday, March 6, 2001

Met, pursuant to assignment, at 10:00 o'clock a.m.

BEFORE:

Kerry K. Sheets, Attorney-Examiner.

This is to certify that the images appearing are an
accurate and complete reproduction of a case file
document delivered in the regular course of business
Technician T.M.A. Date Processed 3-20-01

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 APPEARANCES:

2 ON BEHALF OF B&T EXPRESS, INC.:

3 Boyd B. Ferris, Esq.
4 Carlile, Patchen & Murphy
5 366 East Broad Street
6 Columbus, Ohio 43215
(614) 228-6135
Fax (614) 221-0216

7 ON BEHALF OF THE STAFF OF THE PUBLIC UTILITIES COMMISSION
8 OF OHIO:

9 Betty D. Montgomery, Esq.
10 Attorney General of Ohio

11 By: Duane W. Luckey, Esq.
12 Section Chief
13 Matthew J. Satterwhite, Esq.
14 Kimberly A. Danosi, Esq.
15 Assistant Attorneys General
16 Public Utilities Section
17 Borden Building
18 180 East Broad Street
19 Columbus, Ohio 43215-3793
20 (614) 466-4395
21
22
23
24
25

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 I N D E X

2 - - -

3	WITNESSES	PAGE
4	Officer Steven C. Johnson	
	Direct examination by Ms. Danosi	16
5	Cross-examination by Mr. Ferris	20
	Redirect examination by Ms. Danosi	38
6	Recross-examination by Mr. Ferris	40
7	Officer Michael J. Walker	
	Direct examination by Ms. Danosi	42
8	Cross-examination by Mr. Ferris	50
9	John J. Canty	
	Direct examination by Ms. Danosi	70
10	Cross-examination by Mr. Ferris	74
	Redirect examination by Ms. Danosi	84
11	Recross-examination by Mr. Ferris	85
12	Howard O'Malley	
	Direct examination by Mr. Ferris	93
13	Cross-examination by Mr. Satterwhite	93
	Redirect examination by Mr. Ferris	118
14	Recross-examination by Mr. Satterwhite	122
15	- - -	

16	EXHIBITS	MARKED	RECEIVED
17	Counsel Exhibit No. 1 -	15	125
	Rules and Regulations of		
18	Chris Bentley		
19	Counsel Exhibit No. 2 -	15	125
	Bentley Log 10/26/99		
20	Counsel Exhibit No. 3 -	15	125
21	Maintenance Report Bentley 10/15/99		
22	Counsel Exhibit No. 4 -	15	125
	Braham Lease		
23	Counsel Exhibit No. 5 -	15	125
24	Wymer Lease		
25	Counsel Exhibit No. 6 -	15	125
	Braham Log 10/27/99		

MC GINNIS & ASSOCIATES, INC.
 COLUMBUS, OHIO
 614.431.1344 800.498.2451
 www.mcginiscourtreporters.com

I N D E X
 (continued)

3	EXHIBITS	MARKED	RECEIVED
4	Counsel Exhibit No. 7 -	15	125
5	3/21/00 Letter terminating		
	Braham Lease		
6	Counsel Exhibit No. 8 -	15	125
7	Driver logs of Gamble		
	12/23/99 to 12/29/99		
8	Counsel Exhibit No. 9 -	15	125
9	Lease Termination Wymer		
10	Counsel Exhibit No. 10 -	15	125
	DOT Inspection VIN 336613		
11	Counsel Exhibit No. 11 -	15	125
12	Bill of Lading 10/27/99		
	for Glenn Graham		
13	Staff Exhibit No. 12 -	17	125
14	Report No. OHKW4000058c		
15	Staff Exhibit No. 13 -	43	125
	Report No. OHKG300521		
16	Staff Exhibit No. 14 -	46	125
17	Report No. OHKG300058		
18	Staff Exhibit No. 15 -	48	125
	Five pages of color photographs		
19	Staff Exhibit No. 16 -	70	125
20	Prepared testimony of		
	John Canty		
21	Staff Exhibit No. 17 -	71	125
22	Fine Schedule Out-of-Service		
	Violations		
23	Staff Exhibit No. 18 -	73	125
24	Out of Service Criteria		
	April 2000		
25	Counsel Exhibit No. 19 -	89	91
	Report No. OHKH300171		

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginniscourtreporters.com

5

I N D E X
(continued)

- - -

EXHIBITS	MARKED	RECEIVED
Counsel Exhibit No. 20 - Annual DOT Inspection form	89	91
Counsel Exhibit No. 21 - B&T Express, Inc. Inspection form	89	91
Counsel Exhibit No. 22 - Letter in June 2000 from Mr. Ferris to Ms. Martin	124	LATE FILED

- - -

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

P R O C E E D I N G S

- - -

Tuesday, March 6, 2001

Morning Session

- - -

THE EXAMINER: Public Utilities Commission of Ohio has set for hearing at this time and place Case Nos. 00-533-TR-CVF, 00-534-TR-CVF, 00-750-TR-CVF, and 00-1686-TR-CVF: In the Matter of B&T Express, Inc., Notice of Apparent Violation and Intent to Assess Civil Forfeiture.

My name is Kerry Sheets, I'm an Attorney-Examiner for the Commission, and I've been assigned to hear this matter. May I now have appearances of the parties, please? Start with the staff.

MR. SATTERWHITE: On behalf of the staff of the Public Utilities Commission, Betty D. Montgomery, Ohio Attorney General, Duane Luckey, Section Chief, and appearing today are Assistant Attorneys General Matthew Satterwhite and Kimberly Danosi.

THE EXAMINER: Very good. Mr. Ferris.

MR. FERRIS: Your Honor, let the record show the appearance on behalf of B&T Express, Inc., of Boyd Ferris of the law firm of Carlile, Patchen and Murphy, which is a new address, I've given the reporter the card with the address and everything. And I think previously I had entered an appearance

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 in those proceedings as a member of Ferris & Ferris, but our
2 firm has merged with Carlile, Patchen & Murphy, so I'd like the
3 record to reflect that change. Thank you.

4 THE EXAMINER: Very good. Are there any preliminary
5 matters?

6 MR. FERRIS: Yes, your Honor, there is one preliminary
7 matter. I'd like to note an objection to proceeding with the
8 cases at this time because of the failure of the staff to comply
9 with discovery requests that were submitted to the staff in June
10 of 2000.

11 Specifically, I submitted interrogatories for each of
12 the inspectors with questions related specifically to the
13 individual citations involved in each of these proceedings.

14 The staff did notify me in November that certain
15 information was available for review. I did come over last week
16 and review that information. It did not include any answers to
17 the interrogatories I submitted.

18 It also did not include some other documents that
19 I'm -- I was advised yesterday at 3:30 p.m. that the staff
20 intended to rely upon even though the response in November
21 indicated that those documents had been included. They were not
22 included in the items that I was provided for inspection last
23 week.

24 The failure of the staff to comply with what I
25 consider to be very reasonable discovery requests under both

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 4903.082 and 4903.22 has precluded any adequate preparation and
2 we object to any further proceedings.

3 MR. SATTERWHITE: Your Honor, staff believes that
4 staff is not subject to formal discovery. In the past
5 proceedings with Mr. Ferris we have also responded to what's
6 termed as discovery under a public records request.

7 We make the documents available for him to review,
8 some we provide him at his office, as a utility we provided them
9 that way, but we have never followed the formal discovery rules.

10 Also, if he did truly believe we were not following
11 formal discovery rules, the procedure is not to show up at the
12 hearing date and request it be continued. He needed to do a
13 Motion to Compel earlier.

14 We don't believe that's necessary here because we're
15 not subject to that, but it's improper to come up the day of the
16 hearing and say you don't have the documents so now you don't
17 want to move forward.

18 And as far as the documents that he was provided
19 yesterday, we just wanted -- There was a late violation that was
20 added and we wanted to make sure he had everything from what he
21 had requested earlier in public records, so we went ahead and
22 sent him the extra document to make sure he had it, and we
23 thought while we were sending one inspection report, we might as
24 well send them all, and he's had the inspection reports, he's
25 sent them with his request for hearing, and aren't those the

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 documents we sent yesterday?

2 MR. FERRIS: Your Honor, let me respond in kind to
3 Mr. Satterwhite's statement.

4 No. 1, the suggestion that the staff isn't subject to
5 reasonable discovery requests in a situation where they initiate
6 the proceeding, they are prosecuting the proceeding, and they
7 are trying to deny the Respondent an opportunity to examine
8 materials in advance of their case is ridiculous. I mean, that
9 would be a genuine denial of due process if it ever existed.

10 Two, they did provide me copies of the inspection
11 reports earlier. Unfortunately, they only provided the first
12 page of the inspection reports, and when I went in to inspect
13 the materials last week, the first page of the inspection
14 reports were the only ones there.

15 Now, my interrogatories, as far as not filing a Motion
16 to Compel, my interrogatories dealt primarily with obtaining any
17 copies of notes, photos or whatever that might be relied upon by
18 the staff in this proceeding.

19 Up until yesterday at 3:30 I was never provided an
20 opportunity, nor did I know that there existed a Page 2 to any
21 of these inspection reports, all of which refer to notes and
22 photos.

23 Now, I understand that, you know, sometimes you
24 provide things under document requests, and I don't care what
25 they call them, but I was lead to believe that there were only

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 Page 1s, and now all of a sudden at the last hour, 3:00 in the
2 afternoon the day before the hearing, I find out there are Page
3 2s and they refer to all the things I was asking for in the
4 interrogatories.

5 There is no way for me to investigate the accuracy of
6 what's contained on Page 2 in the notes, no way to investigate
7 whether the investigators may have made a mistake, or whether
8 they were accurate, or some of the vagueness that occurs on
9 those notes.

10 It just denys me an opportunity to prepare. I can't
11 prepare. Now, if they want to agree to the Page 2 of all those
12 inspection reports will not be relied upon, that portion of my
13 argument I'll withdraw.

14 MR. SATTERWHITE: Absolutely not. This was an issue
15 in the last B&T case and we made sure that the Page 2s were
16 included. And the request was in June of 2000. He came to look
17 at these last week to see if they existed or not.

18 I mean, if you really thought this was an issue and
19 thought it would be an issue again, you'd think you would look
20 at it a lot earlier to see if the Page 2s were included or not.
21 It seems to be a last minute effort by your part, not the
22 staff's part.

23 MR. FERRIS: Well, it's a last minute effort on the
24 part of the staff to infuse or inject these second pages to the
25 investigation report. They were never furnished to me, they

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 weren't in the file of things they gave me. Now, I know Judi
2 prepared that, I'm not blaming you.

3 MR. SATTERWHITE: Well, I assumed you had a meeting
4 before you looked at that pile. They were given to you before
5 that.

6 MR. FERRIS: The Page 1 was. I was never given any
7 Page 2, never. I don't have it. And, by the way, I know I
8 didn't come in until before the hearing, but that's not an
9 unusual procedure for attorneys.

10 I came in a week before the hearing, I looked through
11 the materials. There was nothing there that caused me any
12 concern because the -- if you want to look at the stack of
13 materials you gave me, there is no Page 2 on any of the reports.

14 MR. SATTERWHITE: I assumed we gave it to you before
15 you looked at that stack of materials.

16 MR. FERRIS: I was not given the Page 2 to any report.
17 The materials that I requested in June, I finally got a response
18 from Judi in the middle of November saying it's here.

19 I was -- One of those responses was given in the form
20 of a disc, which as you know I picked up earlier than last week
21 when I came in to review the documents. I was never able to
22 open it. No one ever got back to me with a way to open it or
23 remailed the materials.

24 I'm not trying to pull your leg, I just didn't get the
25 material. I requested these inspection reports, copies of them

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 as soon as the citations came out, and I have copies that were
2 furnished, but again, Page 2 is never included.

3 MR. SATTERWHITE: Well, Page 2, what is encompassed on
4 there is like a line maybe of notes. I don't see how you're
5 prejudiced by looking at that now. We can even agree to give
6 you a half an hour or hour to look at it if you want.

7 MR. FERRIS: Wait a minute, your Honor, let's just
8 look at one of these. On Page 2 --

9 MR. SATTERWHITE: Do you want to go off the record?

10 THE EXAMINER: Let's go off the record.

11 (Discussion held off the record.)

12 THE EXAMINER: We're going to go back on the record.
13 Okay.

14 MR. SATTERWHITE: While we were off the record, both
15 parties agreed that on inspection report OHKG30058 on Page 2,
16 there's an area marked "Notes", starting with, "This vehicle",
17 and ending with, "This violation".

18 That will not be considered part of the exhibit when
19 entered, and we'll cover that again later, but just so the
20 record is clear what happened off the record.

21 MR. FERRIS: And also on 521.

22 MR. SATTERWHITE: That won't be on there.

23 MR. FERRIS: Your Honor, I'd still maintain my record
24 objection, the initial part of my record objection, whether or
25 not the staff is subject to interrogatories that are submitted.

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 But I would withdraw the second part of my objection based upon
2 the representation that they are not going to rely upon the
3 materials that were finally received yesterday afternoon.

4 THE EXAMINER: All right. My ruling is I don't
5 believe staff is subject to the rules of discovery as noted in
6 the Commission's regulations, and we'll proceed on that basis.
7 Your objection is noted for the record, and you can pursue that
8 at another time.

9 Do you have a witness to call?

10 MS. DANOSI: Yes, your Honor. Staff would like to
11 call as its first witness Officer Johnson.

12 MR. SATTERWHITE: Before that, your Honor, there was
13 one other preliminary matter that slipped my mind.

14 Before the hearing, counsel agreed that in order not
15 to have to call more witnesses than we had to from the company,
16 that certain exhibits provided by the company could be entered
17 into the evidence, and I've provided counsel a copy of that
18 ahead of time at the hearing, and I've got a copy for the
19 record, if counsel says it's okay.

20 MR. FERRIS: I have no objection to appending this to
21 the record, your Honor. I'd suggest we call it a counsel
22 exhibit.

23 Counsel Exhibit 1, the multi-page document consisting
24 of 11 different exhibits. While we're at it, I would also ask
25 your Honor to take administrative notice of the safety records

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 of B&T Express, Inc., at both this Commission and the Federal
2 Motor Carrier Safety Administration.

3 All of those documents are public records and they are
4 all in the possession of the Commission, so I don't think
5 there's any surprises here.

6 MR. SATTERWHITE: No, there's no objection to that.

7 THE EXAMINER: Very well. I'll take administrative
8 notice of those safety records of B&T Express.

9 MR. SATTERWHITE: And let me provide for the reporter
10 and your Honor -- May I approach? We'll call it Counsel
11 Exhibits and they are listed 1 through 11, so if we're citing to
12 them later we can -- Counsel Exhibit 1 and Counsel Exhibit 2 and
13 so on.

14 THE EXAMINER: And the overall 11 exhibits will be
15 entitled Counsel Exhibit 1. Mr. Ferris, did you say that this
16 was going to be Counsel Exhibit 1 in total?

17 MR. SATTERWHITE: Let's call it counsel exhibits and
18 then it will be Counsel Exhibits 1 through 11, that way if we're
19 citing to them you won't have to say Counsel Exhibit 1, subPart
20 I, just so it's easy to read in the brief.

21 MR. FERRIS: That's fine with me.

22 MR. SATTERWHITE: And one clarification on the
23 administrative notice, is that the record at this time or the
24 record at the time of the violations that are at issue in the
25 case?

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 MR. FERRIS: Your Honor, administrative notice of the
2 records as of the time the records were prepared. I'm not
3 exactly sure, I know that the last compliance audit was
4 conducted in August, so it would have been as of August, which
5 I'm sure is still the one as of this time, but I don't want
6 to --

7 MR. SATTERWHITE: So the one closest to the actual
8 violations of the case, then?

9 MR. FERRIS: Sure.

10 MR. SATTERWHITE: Just wanted to clarify.

11 THE EXAMINER: All right.

12 (Witness was sworn.)

13 MS. DANOSI: Thank you, your Honor.

14 - - -

15 Thereupon, Counsel Exhibit Nos. 1 through 11
16 were marked for purposes of identification.

17 - - -

18

19

20

21

22

23

24

25

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 OFFICER STEVEN CHARLES JOHNSON

2 of lawful age, being first duly placed under oath, as prescribed
3 by law, was examined and testified as follows:

4 DIRECT EXAMINATION

5 BY MS. DANOSI:

6 Q. Officer Johnson, would you please state your full name
7 for the record?

8 A. Steven Charles Johnson.

9 Q. And your business address?

10 A. My home address or --

11 Q. Just your business address.

12 A. District headquarters in Cambridge, Ohio.

13 Q. And by whom are you employed?

14 A. The Ohio State Patrol.

15 Q. What is the specific title of your position?

16 A. Motor carrier inspector, enforcement inspector.

17 Q. And in that position, what duties do you perform?

18 A. I perform driver and vehicle safety inspections, North
19 American Standard Inspections on commercial motor vehicles.

20 Q. Okay. How long have you been employed in that
21 position?

22 A. A little over 15 years.

23 Q. In the course of that employment have you received any
24 type of training that enables you to perform your job duties?

25 A. Many times.

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 Q. Would you just briefly describe some of that training?

2 A. Several North American Standard Training courses,
3 hazardous materials, cargo tank courses, such as that.

4 Q. All right. Were you on duty the day of October 26,
5 1999?

6 A. Yes, I was.

7 Q. And on that day what was your job assignment?

8 A. I was working at Cambridge at the permanent scale
9 facility in Cambridge, Ohio. That's where I was scheduled at
10 that day.

11 Q. Did you inspect a vehicle, a truck that resulted in
12 your preparing inspection report OHKW30058?

13 A. Yes.

14 MS. DANOSI: Your Honor, I would request that we could
15 mark this as staff Exhibit 1, and I would provide copies to the
16 Bench. May I provide the witness a copy?

17 THE EXAMINER: You may.

18 MS. DANOSI: And opposing counsel.

19 - - -

20 Thereupon, Staff Exhibit No. 12 was
21 marked for purposes of identification.

22 - - -

23 MR. SATTERWHITE: We thought we were going to enter
24 the other exhibits that we did as Counsel Exhibits 1 through 11,
25 so if it says 12, why don't we go ahead and mark it Staff

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 Exhibit 12, just so there's not a bunch of numbers on top of it.

2 THE EXAMINER: All right.

3 MR. SATTERWHITE: Just a management thing.

4 THE EXAMINER: And the others were entitled Counsel
5 Exhibit; is that correct?

6 MR. SATTERWHITE: Correct.

7 BY MS. DANOSI:

8 Q. Officer Johnson, is this a copy of the report that you
9 prepared on that date?

10 A. Yes, it is.

11 Q. If we could, we're going to take a look at a couple of
12 things on this report. In the center of the report there's a
13 paragraph entitled "Violations".

14 A. Yes.

15 Q. There's a column as part of that paragraph that is
16 entitled "OOS". Can you tell me what that stands for?

17 A. Out of service.

18 Q. Then underneath that column, we have Ns and Ys, and
19 that stands for?

20 A. "Out of service, yes or no".

21 Q. Okay. So we -- Do we have some out-of-service
22 violations here?

23 A. Right. Yes, we do.

24 Q. All right. Can you describe for us in a bit of detail
25 the out-of-service violations cited under Code Section 396.3A1?

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 And over on the right-hand side it is further described as brake
2 out of adjustment, 1R. Can you tell us a little bit about that
3 violation?

4 A. Yes, that's the travel, brake travel, which is the --
5 and the 1R, first of all, is the right side of the vehicle, the
6 steering axle, front axle of the vehicle. That's a type 20
7 brake, that's the size of the brake chamber.

8 Q. Okay.

9 A. It has a maximum travel limit of
10 one-and-three-quarters inches, that's in the measurement in how
11 we measure the travel, and the 1R brake had the travel of
12 one-and-seven-eighth inches, which put it over the
13 one-and-three-quarter limit.

14 The next two down through there, the next brakes are
15 the 2R and the 3R, that's the -- both all on the right side,
16 passenger side of the vehicle, the second axle and the third
17 axle.

18 Q. And it was the one that was on the first right that
19 was considered the out of service?

20 A. All three actually are out of service.

21 Q. All right.

22 A. The computers won't -- Once you pick up one violation
23 by name and out of service, it won't recognize the other ones as
24 out of service, but actually there's a 20 percent defective
25 brakes on a vehicle, which places it out of service, and with

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 three defective brakes on there it put it over the --

2 Q. Thank you. Can you then tell me a little bit about
3 the next one listed as out of service, which is under Code
4 Section 393.67, described as the fuel tank requirement
5 violation, tank leaking fuel?

6 A. Right. It was a hole in the fuel tank and it was
7 running out on to the ground.

8 Q. Visibly running out, you could see the fuel was coming
9 out of the tank?

10 A. Visibly, yeah.

11 Q. All right. Thank you. Officer Johnson, I would just
12 like to ask you, how did you know that this carrier was B&T
13 Express, were there some markings?

14 A. Right. I had no idea who the carrier was until I got
15 there and visually seen the markings on the vehicle.

16 Q. All right.

17 MS. DANOSI: I have no further questions of this
18 witness.

19 THE EXAMINER: Thank you. Mr. Ferris.

20 MR. FERRIS: Thank you, your Honor.

21 - - -

22 CROSS-EXAMINATION

23 BY MR. FERRIS:

24 Q. Officer Johnson, my name is Boyd Ferris, I represent
25 B&T Express in this case. I'm sorry, I may have missed this,

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 how many years have you been with the patrol?

2 A. With the state patrol, actually just since '95. But
3 with PUCO and doing this, inspecting vehicles, since '85, August
4 '85.

5 Q. You were with the PUCO prior to '95?

6 A. That's correct.

7 Q. Now, are you -- I take it you've received training in
8 what you do?

9 A. Absolutely, yes.

10 Q. When was the last training?

11 A. My last training was cargo tank training, and that was
12 just last fall.

13 Q. And are you trained as a Hazmat or nonHazmat?

14 A. I'm trained in hazardous material. I'm qualified to
15 do hazardous material inspections. I'm not a hazardous material
16 specialist, but I do North America Standards. I can also do
17 cargo tank and hazardous material inspections.

18 Q. Okay. And this one, I take it, since there was
19 nothing listed under hazardous materials, you were doing as a
20 nonhazardous materials inspection?

21 A. Correct.

22 Q. Do you have any independent recollection of the day in
23 question?

24 A. Yes, I do.

25 Q. Well, can you tell me what you had been doing that

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 day?

2 A. I was working in the Cambridge scales, and I received
3 a call to come to this location and inspect this vehicle.

4 Q. Okay. And how did it happen that you were at the
5 Cambridge scales?

6 A. That's my schedule -- my scheduling, that's where I
7 worked that day.

8 Q. Do you work different places different days?

9 A. Yeah.

10 Q. And who determines where you work?

11 A. I have a supervisor, mix-hap sergeant and a
12 supervisor.

13 Q. And is it generally the same each week, do you have a
14 weekly routine you repeat, or does it change daily?

15 A. It changes daily, and there's only so many areas you
16 work in a certain area, so you get around the same places a lot.

17 Q. And do you receive instructions from this Commission
18 as to what your activities will be at different work locations?

19 A. From this Commission? No.

20 Q. Do you receive any written instructions from the
21 patrol?

22 A. No written instructions.

23 Q. Do you have a driver's manual that lists what your
24 duties are at each work station?

25 A. A manual, yes. Not a written record.

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginniscourtreporters.com

1 Q. Okay. There's nothing that you're furnished that says
2 when you're working at the Cambridge scales, these are your
3 duties?

4 A. No, just -- it's -- Everybody works a little
5 differently, I suppose. I don't know what you mean.

6 Q. I'm just trying to find out what the patrol tells you
7 in terms of how you're supposed to operate when you're at
8 different locations.

9 A. You perform inspections, random or otherwise.

10 Q. Okay. Now, I take it that this was a weekday?

11 A. Yes. I couldn't tell you which day it was.

12 Q. And the time started 11:05 and the time ended 12:05.

13 Do you recall whether that's a.m. or p.m.?

14 A. That would be a.m. and p.m., 11:05 a.m.

15 Q. Okay. Where is State Route 13 and Route 7 in
16 comparison to the Cambridge scales?

17 A. It's northeast a considerable distance.

18 Q. Okay. And you describe it as a rest area?

19 A. Yes.

20 Q. What kind of rest area is it?

21 A. It's a state rest area at the junction of 13 and Route
22 7.

23 Q. Can you describe it for me, physically, what it looks
24 like?

25 A. It's not unlike a lot of the rest areas you see along

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 the interstate. It's a smaller scale.

2 Q. And does it have room for more than one
3 tractor/trailer?

4 A. Yes.

5 Q. How many were in the rest area that day?

6 A. I don't recall. There was at least one, I know that;
7 this one.

8 Q. Do you know when it got there?

9 A. No, I don't.

10 Q. Was this unusual for you to drive from the Cambridge
11 scales up to this rest area?

12 A. I was called out -- I've been called long distances
13 for -- to investigate accidents or to do inspections on
14 vehicles.

15 Q. And why were you called this time?

16 A. I was called by a trooper, he noticed the vehicle
17 leaking and he called my supervisor to have somebody to come and
18 look at it, and I was chosen.

19 Q. Is there some reason he wouldn't do it?

20 A. The trooper?

21 Q. Yes.

22 A. It's not mix-hap trained.

23 Q. Can you tell me what mix-hap is?

24 A. Motor carrier safety procedure.

25 Q. And why did he call you to come inspect that vehicle?

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 A. He noticed leaking fuel.

2 Q. So he called you specifically to come --

3 A. He didn't call me specifically, he wanted a motor
4 carrier inspector to come and look at it.

5 Q. Okay. But that vehicle was selected by him for
6 inspection?

7 MS. DANOSI: Objection. I don't think our witness can
8 testify to what the other officer was thinking at the time.

9 THE EXAMINER: He can ask the question and if you
10 know, you can give the answer.

11 BY MR. FERRIS:

12 Q. Do you recall the trooper's name?

13 A. Yeah.

14 Q. What was the trooper's name?

15 A. Dan Floor.

16 Q. I'm sorry?

17 A. Dan Floor.

18 Q. When you turned in your inspection report, was this
19 second page included in what you turned in?

20 A. Turned in --

21 Q. When do you turn these into the Commission?

22 A. They are downloaded through my computer, or uploaded.

23 Q. And how frequently does that occur?

24 A. Daily.

25 Q. And does the second page go with the first page?

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 A. Yes, I assume so.

2 Q. You say the driver was sleeping when you arrived?

3 A. I think that's what it says here. I'm not sure if he
4 was sleeping when I arrived there or not, but I knew he had
5 been.

6 Q. Okay. Were you there when the unit was repaired?

7 A. No.

8 Q. You just -- You placed it out of service and then you
9 left?

10 A. Yes.

11 Q. You didn't observe the driver driving this vehicle?

12 A. No, I did not.

13 Q. Do you know who the owner of the unit was?

14 A. It doesn't show on the inspection report. I don't
15 know who owns the vehicle, I don't recall.

16 Q. Did you check the registration?

17 A. Yes, I did. I've got the vehicle information here, it
18 goes on to my computer, but it doesn't come out in the printout.

19 Q. Okay. Do you know if the information is downloaded
20 and then just not --

21 A. I assume it's downloaded, but it doesn't come out in
22 the printout, itself.

23 Q. Okay. Did you review the driver's daily inspection
24 report for that day?

25 A. Yeah.

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 Q. And what did that report reflect?

2 A. I don't know exactly what was on it. But I see there
3 that I have examined the logs and they are on the logs, it's
4 part of the log examination.

5 Q. You say the driver was empty?

6 A. The vehicle was empty, yes.

7 Q. Do you know when the last shipment had been
8 transported?

9 A. No, I don't recall. It would have been on his logs,
10 but I don't recall.

11 Q. On both of these violations that you referred to, you
12 indicate they were unit No. 1.

13 A. Yes.

14 Q. That means it's the tractor?

15 A. Right.

16 Q. Do you know whether this unit had had an annual
17 inspection?

18 A. I don't recall. I don't know.

19 Q. Were you familiar with the driver or the vehicle other
20 than on this day in question?

21 A. No, not at all.

22 Q. Have you ever -- Do you recall ever writing a similar
23 violation notice on this vehicle?

24 A. I don't recall ever inspecting this vehicle before.

25 Q. Okay.

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 A. It doesn't stick out in my mind, I don't know.

2 Q. Did you have any reason to talk with anyone at B&T
3 Express about the vehicle, other than the driver?

4 A. I don't think so. I don't think so.

5 Q. How did you conclude that B&T Express was the
6 responsible company?

7 A. He had the markings on the side, had the B&T logs, log
8 for B&T Express, had B&T permits and paperwork.

9 Q. Do you know whether this driver was operating under
10 dispatch at the time you inspected the vehicle?

11 A. I don't recall.

12 Q. Are you familiar with the language of Section 396.3
13 that relates to the brake out of adjustment violation you noted?

14 A. Not the -- I know the gist of it. I don't know what
15 you want to know.

16 MR. FERRIS: Your Honor, if I could approach the
17 witness. I just have a copy of 396.

18 BY MR. FERRIS:

19 Q. I'll hand you a copy of that document I've printed
20 out, Section 396.3. Can you tell me what section you cited this
21 vehicle for being in violation of?

22 A. It's 396.3A1.

23 Q. Could you read through Paragraphs 3A and A1 and tell
24 me if you see any mention of the word "brake" in there?

25 A. This is -- It's pretty broad, actually. It covers the

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 vehicle.

2 Q. Would you answer my question, please? Do you see the
3 word "brake" mentioned anywhere?

4 A. No, I don't see the word "brake", no.

5 Q. And are there any standards as to brake out of
6 adjustment?

7 A. Yes.

8 Q. In that statute?

9 A. No, not in this, no.

10 Q. There's nothing mentioned in there about adjustments
11 to brakes or anything else, is there?

12 A. No.

13 Q. Are you familiar with the scope of the part of that
14 section of the code?

15 A. What, the general --

16 Q. Do you know what Section 396 of the Code of Federal
17 Regulations is intended to do?

18 A. Inspection, repair and maintenance of the vehicle.

19 Q. Okay. I'll hand you a document entitled the -- also
20 out of Title 49, that's part 396, it says Section 396.1.

21 MR. SATTERWHITE: If I can approach, your Honor, to
22 see what he's showing?

23 MR. FERRIS: I'm sorry. 396.1.

24 BY MR. FERRIS:

25 Q. What does the scope of that section appear to be,

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 according to --

2 MS. DANOSI: Your Honor, please, I think he's asking
3 the witness to go beyond what he's trained to do as far as
4 analyze the section of a statutory provision.

5 MR. FERRIS: I'm not asking him to analyze it, your
6 Honor, I'm just asking him to read that and tell me what it
7 says.

8 THE EXAMINER: He can do that.

9 BY MR. FERRIS:

10 Q. Can you tell us what that part says?

11 A. Basically, you're to maintain your vehicle, maintain
12 your motor vehicle, shall comply and be --

13 Q. It says, "Every motor carrier, its officers, drivers,
14 agents, representatives and employees directly concerned with
15 the inspection or maintenance of motor vehicles shall comply and
16 be conversant with the rules of this part".

17 A. Right.

18 Q. That means they have to be conversant with --

19 MR. SATTERWHITE: Objection, your Honor, he's
20 testifying for the witness. He can ask the witness a question,
21 and I think the witness has stated already what his
22 interpretation is, but as far as counsel reading stuff into the
23 record and saying what that means, I think we're going to have
24 to object to that.

25 THE EXAMINER: Yeah, I think he can tell you what he

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 thinks; I mean, read it and give an answer.

2 MR. SATTERWHITE: Just to further the objection, your
3 Honor, as far as if counsel wants to cite later in his brief,
4 that's fine. I don't know that he needs to have the witness
5 read what it says. I guess I'm trying to see the relevance.

6 MR. FERRIS: Well, your Honor, the witness is the one
7 that is out issuing the citations, and I'm trying to figure out
8 why he picked 396.3A1. It doesn't mention brakes at all.

9 BY MR. FERRIS:

10 Q. Did somebody tell you to pick that?

11 A. No, that is a code that is preset in our computer.
12 You hit a "brake out of adjustment", that is what comes up, that
13 is the section that comes up. I can't change that, that's what
14 your option is, that is it.

15 Q. So if you find a brake out of adjustment, it just
16 automatically cites that section?

17 A. That section, yes.

18 Q. But that's not the section that contains any
19 adjustment requirements?

20 A. No, it doesn't have the specific brake requirements in
21 it as worded in there.

22 Q. Have you as a safety officer received any training in
23 other laws of Ohio, specifically anything under Chapter 4513 of
24 the Ohio Revised Code, regarding brakes?

25 A. No.

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 Q. Do you know what the requirements of the State of Ohio
2 are for brakes on tractors?

3 A. They have adopted the federal regulations and
4 requirements.

5 Q. Have you ever received any training as to other
6 requirements?

7 A. In what way, what do you mean?

8 Q. Other than the federal requirements you're referring
9 to.

10 A. No, the federal requirements is what we're training
11 under.

12 Q. Do you know whether the brakes actually worked?

13 A. I seen their action, yes.

14 Q. Did the brakes work?

15 A. They were operating, but they were operating beyond
16 the limits.

17 Q. But they were operating?

18 A. Yeah.

19 Q. Okay. The vehicle didn't drive at the time you saw
20 it, did it?

21 A. No.

22 Q. You just -- You say they were operating because of
23 some tests that you performed?

24 A. Right.

25 Q. What test did you perform?

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 A. Part of the inspection, Level 1 inspection, is to
2 measure the travel of the brake adjustments.

3 Q. Could you tell me how you do that?

4 A. Well, yes. Look underneath the vehicle with the
5 brakes released, mark the push rods, part of the brake, and the
6 brake chamber and the push rod and the slack adjuster, and apply
7 the brakes and measure the travel, the distance that travels.

8 Q. Now, do you ask them to apply the brakes in any
9 specific manner? Do ask you them to apply the brakes generally,
10 or do you ask them to step on the brakes?

11 A. I ask them to step on the brakes, full application.

12 Q. So you ask them to jam the brakes on?

13 A. A full application.

14 Q. Well, define full -- I want to find out if they are
15 being put on hard, or generally.

16 A. They are supposed to be on at 110 pound of pressure,
17 at least that.

18 Q. And is that hard?

19 A. I don't know, is that hard?

20 Q. I don't know, that's why I'm asking. I don't know
21 what 110 means, I'm not a technical person. If you put them on,
22 generally what type of pressure would that be?

23 A. Not enough. I don't know what you're asking me here.

24 Q. Well, some drivers --

25 A. You got to put the brakes on hard enough to where you

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 would operate the brakes in order to stop the vehicle.

2 Q. Quickly?

3 A. Yes.

4 Q. Okay. So you want them to actually put on the brakes
5 and see if they are going to work?

6 A. Right.

7 Q. Okay. Do you know if this vehicle had automatic brake
8 adjustors on it?

9 A. It's not noted on there. I couldn't recall if they
10 did or not.

11 Q. Do you know how automatic brake adjustors work?

12 A. Principle of it, not the actual mechanism inside, no.

13 Q. Do you ever examine a vehicle to see if after brakes
14 have been applied hard, and you conclude that they are out of
15 adjustment, whether the automatic adjustor puts them back into
16 adjustment?

17 A. Yes, I have on occasion.

18 Q. And does the automatic adjustor work?

19 A. Sometimes they do, sometimes they don't.

20 Q. Did you check it in this case?

21 A. I don't recall if it had slack adjustor -- automatic
22 slack adjustors or not.

23 Q. So you don't recall whether you checked?

24 A. I don't recall whether I rechecked it, no.

25 Q. Would you have written that down if you did?

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 A. Yes, I would have given him a repair slip, something
2 such as that.

3 Q. Did you have any occasion to review the safety net or
4 any other safety records of B&T Express with regard to this
5 brake violation?

6 A. Not that I recall.

7 Q. Do you know whether this was an owner/operator?

8 A. I can't recall. I don't think it was a company-owned
9 vehicle. I can't be sure.

10 Q. Moving on to the next violation, the fuel tank
11 requirement, you indicated a violation of Section 393.67?

12 A. Yes.

13 Q. That's the Code of Federal Regulations?

14 A. Right.

15 Q. And is that, again, an automatic designation that your
16 computer makes?

17 A. Absolutely, yes.

18 Q. I'm going to hand you a copy of a document I printed
19 off which is Section 393.67 on liquid fuel tanks. Could you
20 tell me what section of that was violated? Maybe I can save you
21 some time. Do you know when the fuel tank was manufactured?

22 A. No, I don't.

23 Q. So you're not sure which provisions apply?

24 MR. SATTERWHITE: Objection. Can you give him time to
25 read what you're asking him to read, first?

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 MR. FERRIS: That's fine.

2 THE WITNESS: I don't believe that a fuel tank
3 manufactured in any year is permitted to be leaking fuel.

4 THE EXAMINER: Is that your answer to the question?

5 THE WITNESS: I don't know what the question was
6 again.

7 BY MR. FERRIS:

8 Q. The question was what particular provision of that
9 section are you relying on?

10 A. Well, there's a leakage test reference in here, it
11 would be on Page 940 under -- it's Page 3 on this section here,
12 No. 2 in the top.

13 Q. So that's what you're relying on?

14 A. That's what I'm looking at here, it talks about --

15 Q. Just tell me -- I just want to know what paragraph or
16 provision you relied on in issuing the citation, that's all.

17 A. Well, as far as an out of service, it's in the
18 criteria, it's a CVSA Federal Motor Carrier Safety out of
19 service criteria.

20 Q. I'm just -- When I read the first part of 393.67 it
21 says, "Liquid fuel tanks manufactured on and after January 1,
22 1973, and a side mounted gasoline tank must conform to all the
23 rules of this section."

24 A. Yes.

25 Q. Which rule didn't it conform to?

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 A. Well, it's leaking. It says a leakage test. See
2 there?

3 Q. Aren't these specifications intended to tell a
4 manufacturer how the tank is supposed to be manufactured?

5 A. Yeah.

6 Q. It doesn't say anything about a leak that might be
7 caused by an accident or anything else, does it?

8 A. No, it doesn't.

9 Q. Do you know whether Mr. Bentley ever went on duty that
10 day?

11 A. I don't know. I don't know if he did or not.

12 Q. At the time -- Will you agree with me at the time you
13 conducted the inspection when the trooper called you, that
14 Mr. Bentley was off duty?

15 A. Yes, he was in the sleeper berth.

16 Q. The vehicle was not being operated?

17 A. Right.

18 Q. Do you know if the vehicle was repaired, or when it
19 was repaired?

20 A. No, I wasn't there when it was -- repairs were
21 affected.

22 Q. Did you make a determination as to whether, for
23 purposes of these violations, B&T Express was operating, as far
24 as you were concerned, as a private carrier or a common carrier,
25 or a contract carrier?

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 A. It's a common carrier.

2 Q. Do you know whether they had a contract in place?

3 A. It was empty at the time.

4 Q. So it wasn't operating as any type of a carrier?

5 A. Well, it was parked, actually.

6 Q. Pardon?

7 A. It was a parked vehicle, actually.

8 Q. It wasn't being operated?

9 A. Not at the time of the inspection, no.

10 Q. Okay.

11 MR. FERRIS: I have no further questions, your Honor.

12 Thank you.

13 THE EXAMINER: Questions on redirect?

14 MS. DANOSI: I have just a couple of things, your

15 Honor.

16

- - -

17 REDIRECT EXAMINATION

18 BY MS. DANOSI:

19 Q. Officer Johnson, when you go out to inspect a vehicle,
20 are you thinking in your head okay, I'm going to cite this
21 condition under a particular statutory provision, or are you
22 thinking I'm going to look for a safety violation, an unsafe
23 condition, knowing that when you get back the information will
24 be taken and categorized for you?

25 I guess I'm trying to get at what do you expect when

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 you look at an unsafe condition as far as what the violation
2 will be versus what you're looking at on the vehicle?

3 MR. FERRIS: Your Honor, normally I don't object to
4 leading questions. However --

5 MS. DANOSI: It wasn't that leading.

6 MR. FERRIS: However, the scope of that one compels
7 me.

8 MS. DANOSI: I'll rephrase it.

9 BY MS. DANOSI:

10 Q. When you look at a vehicle, what are you thinking as
11 far as how you're going to record that violation?

12 A. It's pretty simple, it's black and white on their
13 inspection, or your violation page on the computer. You see the
14 violation, you correspond on your list of options, punch it in,
15 it gives you the section numbers. That's all --

16 Q. So punch in the violation and the section number comes
17 up?

18 A. The section number comes in, there's no altering that,
19 you can't do nothing with it.

20 MS. DANOSI: Just a moment.

21 (Pause.)

22 BY MS. DANOSI:

23 Q. Officer Johnson, when opposing counsel was asking you
24 some questions about the activity of the driver, the status of
25 the vehicle at the time you were making the inspection, would

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 you have had any way of knowing what was going on with the
2 driver other than that he was just stopped at this particular
3 rest area?

4 A. No.

5 Q. Would you have known if he was on route from a
6 particular destination for a specific purpose?

7 A. Not until I was conducting -- started conducting the
8 inspection.

9 Q. You knew that the truck was -- the truck was in
10 operation, just not being driven at that moment?

11 A. So far as I know.

12 Q. That would be your conclusion?

13 A. Yes.

14 MS. DANOSI: I think that's all I have for the
15 witness, your Honor.

16 THE EXAMINER: Any recross, Mr. Ferris?

17 MR. FERRIS: Just one question.

18 - - -

19 RECROSS-EXAMINATION

20 BY MR. FERRIS:

21 Q. Officer Johnson, the driver's log would reflect
22 whether he was on duty at all that day, wouldn't it?

23 A. Yeah.

24 MR. FERRIS: Thank you, that's all I have.

25 (Witness excused.)

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 MS. DANOSI: Your Honor, staff would like to call as
2 its next witness, Officer Walker.

3 (Witness was sworn.)

4 - - -

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 OFFICER MICHAEL JOHN WALKER
2 of lawful age, being first duly placed under oath, as prescribed
3 by law, was examined and testified as follows:

4 DIRECT EXAMINATION

5 BY MS. DANOSI:

6 Q. Good morning.

7 A. Good morning.

8 Q. Would you state your full name for the record, please?

9 A. Michael John Walker.

10 Q. And your business address?

11 A. Is Trumbull County District 4, Warren, Ohio.

12 Q. By whom are you employed, Officer Walker?

13 A. Department of Public Safety, State Highway Patrol.

14 Q. And the specific title of your position?

15 A. Motor carrier enforcement.

16 Q. And briefly what duties do you perform in that
17 position?

18 A. I do roadside and stationary inspection on commercial
19 motor vehicles.

20 Q. How long have you been employed in that position?

21 A. Doing this type of work, 15 so years.

22 Q. Can you describe for us, please, the type of training
23 that you received in performing the duties of your position?

24 A. I've had multiple North American training classes on
25 commercial motor vehicles, and I've had multiple Hazmat training

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 classes, tanker training classes, Bendix brakes training
2 classes.

3 Q. Okay. Were you on duty on the day of April 26, 2000?

4 A. Yes, I was.

5 MS. DANOSI: Your Honor, I would like to mark another
6 item as an exhibit, the inspection report. And I would ask that
7 this be marked as Staff Exhibit 13. May I provide one to the
8 witness?

9 THE EXAMINER: You may.

10 MS. DANOSI: To the Bench. To the Court Reporter and
11 opposing counsel.

12 - - -

13 Thereupon, Staff Exhibit No. 13 was
14 marked for purposes of identification.

15 - - -

16 BY MS. DANOSI:

17 Q. Officer Walker, on April 26, 2000, did you inspect a
18 vehicle that resulted in the preparation of a driver vehicle
19 inspection report No. OHKG300521?

20 A. Right, I did.

21 Q. Want I have just handed you as Staff Exhibit 13 is
22 that report?

23 A. Right.

24 Q. Based on the inspection that we just spoke about, did
25 you discover any violations?

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 A. Right. I did.

2 Q. I'm going to point you to the paragraph entitled
3 "Violations" on the report, the column entitled "OOS". Can you
4 tell me what that stands for, please?

5 A. That's out of service.

6 Q. And are there any out-of-service violations noted on
7 the inspection report?

8 A. Right, there's one.

9 Q. Okay. Note on the report a violation noted under Code
10 Section 393.102, it's described on the report as improper
11 securement system, two coils with only two chains through eye
12 when more are needed.

13 And can you just provide a little bit of description
14 and detail on that type of violation, on this specific type of
15 violation?

16 A. Am I allowed to use these notes on this one?

17 Q. Yes, those notes were prepared by you in connection
18 with the report?

19 A. Yes, they are. It's stated here this gentleman had
20 two coils on the vehicle; one, the front coil, was 37,550
21 pounds, with one G7 type 5/16th inch chain, and one 3/8th
22 unmarked chain through the eye of the coil. And on the rear
23 coil with the weight of 37,730 pounds with two G70 5/16th chains
24 through the eye; one more was needed.

25 Q. And in plain English, can you just tell us a little

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 bit about what that would mean from the safety perspective?

2 A. More than likely the coil was loaded suicide, which is
3 the eyes were to the side, and there's an eye in the center of
4 the coil, and he had the chains going through the eye, hooked to
5 the sides of the trailer or to anchor points in the trailer, and
6 the type of chains, these are the type of chains and the links
7 are marked with a G marking that could stem from a G4 through a
8 G8 high tensile chain, and the size is the circumference of the
9 link, which would be 1-3/8th and 5/16th inch chain.

10 Q. And to you this was clearly an improper way to secure
11 the load?

12 A. Right.

13 Q. In connection with your inspection, were you able to
14 discern who the carrier was? I note the report has B&T Express.
15 Can you tell us how you knew that that was a B&T Express
16 vehicle?

17 A. Right. I can't tell you if there was markings on the
18 truck, per se, but during the interview reviewing the permit,
19 this gentleman did have a per- -- this gentleman did have a
20 permit, some of his documentation he has to carry, which is a
21 single state registration receipt, and interviewing the driver,
22 all of them state that it was B&T Express.

23 MS. DANOSI: All right. That's all the questions I
24 have with respect to this witness and this report. This witness
25 will also be responsible for testimony in connection with one of

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginniscourtreporters.com

1 the other alleged violations in this case. Shall I offer the
2 opportunity to cross on this report now?

3 MR. FERRIS: No.

4 MS. DANOSI: Okay. Then we'll go on to the other one.

5 BY MS. DANOSI:

6 Q. Officer Walker, were you on duty on the day of October
7 27, 1999?

8 A. Right.

9 Q. And on that day, what was your job assignment?

10 A. I was -- Appears I was working the road that day,
11 doing random inspections.

12 Q. Okay. Did you conduct an inspection of a vehicle that
13 resulted in your preparation of driver inspection report No.
14 OHKG300058?

15 A. Right, I did.

16 MS. DANOSI: Your Honor, I would like at this point
17 again to offer to mark as an exhibit the inspection report in
18 this case. May I provide a copy to witness?

19 THE EXAMINER: 14?

20 MS. DANOSI: Staff Exhibit No. 14 is how I propose it
21 to be marked.

22 - - -

23 Thereupon, Staff Exhibit No. 14 was
24 marked for purposes of identification.

25 - - -

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 BY MS. DANOSI:

2 Q. Is this a copy of that inspection report, Officer
3 Walker?

4 A. Right, it is.

5 Q. Based on your inspection here again, did you discover
6 any violations?

7 A. Right, I did.

8 Q. And you've explained to us in the prior case that the
9 notation on the inspection report under the column entitled OOS
10 means an out of service violation?

11 A. Right, it does.

12 MR. FERRIS: Your Honor, just as a point of -- Just as
13 a point of clarification, this still has Page 2 on it. We
14 agreed to remove Page 2 of this one.

15 MR. SATTERWHITE: Is this the one --

16 MS. DANOSI: I need to alter the exhibit. Well, as we
17 discussed earlier, the Page 2 of this inspection report marked
18 as notes will not be included with this exhibit.

19 BY MS. DANOSI:

20 Q. Okay. Officer Walker, referring again to the first
21 page, the only page of this inspection report, can you please
22 describe the violation noted under Code Section 393.205A, which
23 begins talking about the wheel rim cracked?

24 A. It says wheel rim cracked or broken on axle 4 right,
25 outside, cracked between two lug holes, two lug nut holes.

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 Q. And what is the axle 4 right outside, what does that
2 mean?

3 A. That would be normally on a five-axle truck, which is
4 three axles on the tractor and two on the trailer, that would be
5 the front axle on the trailer, the right side, the outside
6 wheel.

7 Q. Okay.

8 A. The 2 over here in the unit reflects 2 as a trailer.

9 Q. Okay. Thank you.

10 Under, then, the following Code Section 393.207A, axle
11 positioning parts, if you can just briefly describe what your
12 statement says there.

13 A. Okay. I had some photos along with this, and it shows
14 the spring hanger mounting cracked along frame with separation
15 on axle 5 right, which is the rear axle right side.

16 Q. Okay. And you indicate you did take photographs?

17 A. Right, I did.

18 MS. DANOSI: Your Honor, at this time I would like to
19 mark copies of the photographs as a Staff Exhibit No. 15, and
20 offer them to the Bench and to the witness.

21 THE EXAMINER: Fine.

22 - - -

23 Thereupon, Staff Exhibit No. 15 was
24 marked for purposes of identification.

25 - - -

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 BY MS. DANOSI:

2 Q. You'll note on Staff Exhibit 15 that the photographs
3 are marked in the margin with letters A through I, and Officer
4 Walker, I'd like you, please, if you would, to just kind of walk
5 us through these photos and tell us what is shown and depicted
6 in each of those photos.

7 A. Okay. On photo A and B is just a basic photo of the
8 vehicle, itself, the tractor and the trailer plate showing the
9 vehicle that I was inspecting at that time. Photo C indicates
10 it was marked with B&T Express, the markings on the right side
11 of the vehicle.

12 Photo D was a photo of the spring hanger with the
13 crack along the frame, as I stated in the report. E is showing
14 the crack with the separation on the spring hanger, showing
15 movement.

16 Photo F is the wheel that had the crack between the
17 two lug holes. Photo G is also showing the crack with
18 separation. H is a crack along the frame of the front part of
19 that spring hanger, and photo I is another view of the cracked
20 wheel.

21 Q. Okay. Thank you.

22 MS. DANOSI: Your Honor, that's all I have for this
23 witness at this time.

24 THE EXAMINER: Mr. Ferris.

25

- - -

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

CROSS-EXAMINATION

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

BY MR. FERRIS:

Q. Nice to see you again, Officer Walker.

A. And yourself.

Q. Just for purposes of convenience, why don't we go in the same order as we started.

A. Okay.

Q. In April of -- Well, let's go over some general questions first. I think we did this in the last record, but we'll put it in this one, too. How long have you been with the PUCO or the patrol?

A. Both of them a little over 15 years.

Q. And when did you go to the patrol, did you go in '95?

A. In '95, yes.

Q. That's when everybody transferred?

A. Right.

Q. How does the relationship between the patrol and the Commission work now as far as you're concerned, what responsibilities do you have to the patrol and which do you have to the Commission?

A. Well, all my responsibilities right now is with the patrol; they deal with the Commission.

Q. Okay. So you receive all of your instructions from the patrol?

A. Right, I do.

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 Q. Okay. You were in the hearing room previously while I
2 was talking with officer Johnson?

3 A. Right.

4 Q. He was talking about a computer operation that
5 automatically assigns violations when you type in something.

6 A. Right.

7 Q. Yours works the same way?

8 A. Right, there's a program.

9 Q. Does the patrol furnish that to you, or does the
10 Commission?

11 A. The program or the computer?

12 Q. The computer.

13 A. I believe the PUCO, I believe, you know, gives that to
14 the patrol.

15 Q. When that material -- He talked about it being
16 downloaded?

17 A. Right.

18 Q. When that's downloaded, is that downloaded to the
19 Commission or to the patrol?

20 A. To the Commission.

21 Q. Does the patrol keep copies as well?

22 A. My district, I print out a hard copy and my supervisor
23 in Warren keeps a copy for their reference.

24 Q. Okay. This is done on a nightly basis?

25 A. Supposed to be.

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 Q. Do you have a weekly report or a monthly report you
2 file that tells how many inspections you conducted?

3 A. We have a 17C, it was issued by the patrol. We fill
4 it out and it says what -- how many -- our activity for the
5 week, actually.

6 Q. Does that identify what carriers were inspected?

7 A. No.

8 Q. Do you have anything you furnish to the Commission
9 that identifies what carriers might be inspected?

10 A. Besides the downloading of the reports, no.

11 Q. Is there any report that you receive back showing what
12 carriers have been inspected during the particular week in your
13 district or other districts?

14 A. No, we don't. I don't know what my supervisor gets,
15 but for my purposes, no.

16 Q. Do you have any reports other than the 17C that goes
17 to the patrol -- that go to the patrol as a result of your
18 inspections, or do they all come back here to the Commission?

19 A. Well, they come back here and then our computer
20 archives the reports, so we do have an archive that we can go
21 back so far and find information if we need.

22 Q. And how far back does that go?

23 A. Well, it depends on when they clean out our computers,
24 you know. At times they get screwed up and then they clean it
25 out. I did go back far enough; I believe the first of October

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 of '99, I still -- I had them, that many reports in my computer.

2 Q. Are you trained on both nonHazmat and Hazmat?

3 A. Right, I am.

4 Q. And you're certified as a Hazmat inspector as well?

5 A. Right, I am.

6 Q. When was the last training you received?

7 A. For Hazmat?

8 Q. For either.

9 A. It was spring of 2000, I believe it was.

10 Q. Who directs your daily activities?

11 A. It would be my supervisor, Ray Solomon.

12 Q. And are your activities different each day?

13 A. Yes, they are.

14 Q. Where might you be assigned on particular days?

15 A. They could vary from the Hubbard scales on I-80 to
16 Route 76 over in Portage County, to Route 117; multiple
17 different routes in Columbiana, Mahoning.

18 Q. Okay. And the Route 11 is the one you were at in
19 April of 2000?

20 A. Right.

21 Q. And that says, I think, you were on road patrol?

22 A. Right.

23 Q. And your supervisor is the one that told you to do
24 road patrol that day?

25 A. My scheduling for the month is -- notes where I'm at.

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 Q. Okay. So this is all done a month in advance?

2 A. Right, we have a monthly schedule. It can change.

3 Q. Are you provided any list of instructions as to what
4 you're to do at each --

5 A. We have a job description. That tells us actually how
6 and what to do is our job, per se, of what we are to do that
7 day? No.

8 Q. Okay. Are you furnished an instruction manual or
9 performance manual of any sort?

10 A. A performance manual? No. We get evaluated
11 periodically, but per se a manual, no.

12 Q. Okay. If you're on road patrol, what do you do on
13 that day?

14 A. Okay. What we do is we drive up and down the highway.
15 At times we do random inspections, which is a number. I might
16 do a truck and once I get all my paperwork together, I might
17 take the third truck or the seventh truck, it can vary.

18 I work along in hand with the troopers in the area.
19 When they know I'm in the area, if they get a traffic stop
20 concerning a commercial, they will let me know and I'll come in,
21 write a report on it then.

22 Q. Do you have any independent recollection of this day
23 in April of 2000?

24 A. Yes, I do.

25 Q. And can you tell me where that location is at mile

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 post 14?

2 A. Right, it's just probably a mile north of Route 154 in
3 Lisbon.

4 Q. And is there a rest area or some other pullover area
5 there?

6 A. Not there, that was a roadside traffic stop reason
7 code.

8 Q. Okay. And why did you -- do you recall whether it was
9 a random or what type of --

10 A. It was a traffic stop. Traffic indicates that a
11 trooper has stopped him for a traffic -- for them to stop them,
12 not me. It's not a random inspection. He called me in and then
13 I performed an inspection on it.

14 Q. Do you know why he called you in?

15 A. No, I can't say nothing for him.

16 Q. Okay. Okay.

17 A. Usually when we're in the area and there's a trooper,
18 they stop a commercial, I go in and inspect no matter what they
19 stop for. And when I'm not tied up, they could stop anything
20 and I'll be there to inspect the vehicle.

21 Q. Okay. What does a Level 2 inspection consist of?

22 A. It consists of a walk around, driver interview, review
23 the paperwork, check the load for securement, basically look
24 underneath but not to get a creeper out and measure the brakes
25 at that time.

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 Q. Okay. Do you recall how many vehicles you had stopped
2 or inspected on that particular day?

3 A. No, I don't.

4 Q. How many do you generally inspect on a day?

5 A. Generally, five.

6 Q. I notice that this occurred in the evening?

7 A. Yes.

8 Q. Do you work different hours?

9 A. One week a month we work afternoon shift, and that is
10 from 3:00 to 11:00.

11 Q. And how long does a walk around inspection generally
12 take?

13 A. It varies on the number of violations we find, so it
14 could vary from 25 minutes to two hours.

15 Q. That's why I asked, I noticed this one took over two
16 hours.

17 A. Okay.

18 Q. Do you recall why?

19 A. He's -- He's a winded individual. He likes to talk.
20 I know this man from Lisbon, and he just had to talk.

21 Q. Okay. Do you know whether this driver was an
22 owner/operator?

23 A. From here, no. I believe he is.

24 Q. Do you know who the owner of the tractor and trailer
25 is?

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 A. Not without having my computer here.

2 Q. What would be your -- I mean, you know the man
3 individually.

4 A. Right.

5 Q. Do you know if this is his tractor?

6 A. I believe it is.

7 Q. So the trooper called you in at approximately 7:30.
8 Is that a place where you would normally stop a vehicle?

9 A. Right.

10 Q. Were there other vehicles stopped there at the same
11 time, or was this two hours just spent on this one vehicle?

12 A. You're talking two years ago, I don't know if there
13 was other vehicles stopped there or not. There would have to be
14 that trooper and me and him.

15 Q. Okay. Did you review the daily inspection report on
16 the equipment?

17 A. What do you mean daily inspection report? I mean, we
18 don't -- We note if it's in their logbook, if they are required
19 to carry a logbook, if they note that they did an inspection.
20 An inspection report, per se, they don't carry no more.

21 Q. Do you know in this case whether you looked at a log
22 that the driver prepared?

23 A. In this case, no, I don't know. There's no violations
24 of a log, so if I did, he didn't have a violation at that time.

25 Q. You're familiar with B&T Express?

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginniscourtreporters.com

1 A. Yes, I am.

2 Q. Generally, are the daily inspection reports on the
3 back of their logs?

4 A. If they carry one. It says the origin was
5 Steubenville to Valley City. Normally that's an exempt area to
6 where they don't carry a logbook. I would more than likely say
7 he wasn't carrying one.

8 Q. Okay. Do you know when this violation was corrected?

9 A. Well, he would have to correct it before he left.

10 Q. Do you know if he did?

11 A. Nope.

12 Q. Okay. I notice on your inspection report you indicate
13 that he had more chains?

14 A. Right. He did.

15 Q. Did he have enough to correct it?

16 A. I have no idea. I didn't -- The more chains, I didn't
17 know what type they were or nothing. From our last meeting you
18 pushed the issue of whether they had more chains or not, so I --
19 I look and note it now.

20 Q. Are you familiar with Section 393.102?

21 A. Familiar with it? Well, without it in front of me,
22 no. 393.100 section on the securement?

23 Q. I'll hand you a copy of what I printed off. Do you
24 want to see?

25 A. Sure.

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 Q. Could you just take a look at that and tell me which
2 section you're relying on for this violation?

3 A. I would say Section A, application of scope of rules
4 of this section apply to tie down assemblies including chains,
5 cables, steel straps and fiber webbing, other securement devices
6 and attachment fastening devices used in conjunction therewith
7 used to secure cargo to a motor vehicle in transit.

8 Q. Okay. But if you read on through that section, it
9 just gives the specifications as to the types of chains to be
10 used, doesn't it?

11 A. Right.

12 Q. And you know what the specifications are on the chains
13 that were on the coils, but you don't know the specifications on
14 the chains -- the other chains that were on the vehicle, am I
15 correctly summarizing?

16 A. Right.

17 Q. So you don't know whether the vehicle was equipped
18 with the proper amount of chains to secure the load?

19 A. Right.

20 Q. Right, you don't know?

21 A. Right, I don't know.

22 Q. Okay. Do you know if the State of Ohio has any
23 statute pertaining to the securement of loads?

24 A. No, just that where we adopted all federal rules and
25 regulations.

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 Q. Are you aware of any independent statute in the
2 General Motor Carrier Statutes?

3 A. No.

4 Q. Does the patrol enforce Chapter 45 of the Revised
5 Code, do you know?

6 A. Yes.

7 Q. Have you reviewed Chapter 45 to determine whether any
8 provision can be found there regarding load securement?

9 A. No.

10 Q. This load didn't drop off the trailer, did it?

11 A. No, it didn't.

12 Q. And you didn't stop it because it was dropping off or
13 anything like that?

14 A. No, I didn't, right.

15 Q. You didn't take any photos of this trailer?

16 A. No, I didn't.

17 Q. Would you agree with me that this trailer had sides on
18 it?

19 A. Yes.

20 Q. Did you have any discussions with anybody at B&T
21 Express regarding this violation?

22 A. No, I didn't.

23 Q. Did you have any opportunity to review either the
24 annual inspection on the equipment or any safety net report on
25 B&T from either the local or the federal government?

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 A. Well, if I didn't violate him for not having the
2 annual inspection, if he more than likely did, at this time I
3 don't know, and I didn't review any of B&T's records.

4 Q. Do you know whether the driver was -- or, whether the
5 load being handled was being handled under a contract between
6 B&T and the shipper?

7 A. Per se a contract, no, I don't know whether it was a
8 contract or not.

9 Q. Do you know whether B&T has both contract and common
10 authority?

11 A. No, I don't know whether they have both authorities or
12 not.

13 Q. That would be reflected on the records of the
14 Commission, wouldn't it?

15 A. Correct.

16 Q. Are you ever provided instructions to determine
17 whether a company is operating as a common carrier or a contract
18 carrier?

19 A. No, not -- not per se with the patrol, we don't.
20 Years ago under PUCO we did.

21 Q. You're familiar with the difference?

22 A. Right.

23 Q. Has anyone ever provided you in your training any
24 reference to the types of citations that can be issued by the
25 Commission as to whether a company is a common carrier or

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 contract carrier or private carrier?

2 A. No.

3 Q. Do you inspect private carriers, too?

4 A. Yes, I do.

5 Q. Like garbage trucks, inspect those?

6 A. Yeah. Depending. They can be a city-owned garbage
7 truck.

8 Q. That doesn't come under the category of private
9 carrier?

10 A. No.

11 MR. SATTERWHITE: Objection, your Honor, relevance. I
12 don't know what we're getting into garbage hauling for.

13 BY MR. FERRIS:

14 Q. I'm just trying to find out what your training has
15 been. Do you ever designate -- When you input into your
16 computer a violation, do you ever designate a specific code
17 section or statute or anything like that?

18 A. We cannot change the section that we write this under,
19 right. I cannot change what their format is.

20 Q. Just describe for me so I understand, when you -- for
21 this load securement violation, what do you type into your
22 computer?

23 A. What we'll do is we open a page and it has a federal
24 and state page, and we indicate that it would be -- the load
25 securement is under the federal, and we would hit -- we hit --

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginniscourtreporters.com

1 there's like a format, it says load securement, and then we hit
2 it and it opens like five more indicators, and then we hit the
3 indicator that fits the description.

4 There's basically table pages that open up in our
5 computer depending on where we're going with it, vehicle,
6 driver, you know.

7 Q. Okay. All the computers are the same?

8 A. As of my knowledge, yes.

9 Q. Can you change any of the materials in there?

10 A. We can change a description, we can add to, like you
11 see here, the general description, improper securement system,
12 tie down assembly. Then I added two coils with only two chains
13 through eye, that's what I can add, a small description.

14 Q. Okay. Well, I'm trying to figure something out, maybe
15 you can help me here. In the last set of hearings we went
16 through I believe you had a load securement violation alleged,
17 and it wasn't the same section number.

18 A. I would not know why it wouldn't be the same section
19 number.

20 Q. That's why I'm trying to figure out if something
21 changed.

22 A. Are you for sure of that?

23 Q. No, I'm not sure.

24 A. So it probably was the same section number.

25 Q. Okay.

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 A. You know, we can't add to or delete anything, you
2 know. There's five windows -- Normally there's five, I believe,
3 that come up, and I think something was reiterated when you --
4 last time you had a question between the driver and the
5 companies, and now we put like you see here, driver load
6 securement, driver had more chains. I think that's what you
7 wanted to see, so --

8 Q. Correct.

9 A. We obliged you, you know, and now I put them both
10 down.

11 Q. Okay. Moving on to the next inspection, which was
12 actually prior to this one, in October of 1999, was that also a
13 road patrol inspection?

14 A. Yes, it was.

15 Q. That also apparently was during the evening?

16 A. Right.

17 Q. And do you recall why this particular vehicle was
18 stopped?

19 A. I believe it's a random inspection, which would be a
20 number. Which number, I don't know.

21 Q. Okay. And where is mile post 26 on Highway 30?

22 A. Mile post 26 is where 30 turns into Route 11, and
23 Route 30/45 in West Point.

24 Q. And is there a convenient location there for a road
25 patrol stop?

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 A. Well, where we stopped him was at an exit ramp which
2 is a lot wider, so I sit up there a lot, get me off the travel
3 portion of the road.

4 Q. Do you have any independent recollection of this
5 particular day?

6 A. Yes, I believe so.

7 Q. Do you know how many vehicles you inspected that day?

8 A. No.

9 Q. Was there any patrol trooper involvement in this stop?

10 A. No, no violations per se. There may have been a
11 trooper with me because at night we keep one close by.

12 Q. Do you have any personal familiarity with this driver?

13 A. Personal? I'm not his friend, I don't know. I know
14 who it is.

15 Q. Well, I mean, you said you knew the last driver
16 from --

17 A. Where he lives, and I know this is a local boy.

18 Q. Okay. Do you know whether he's an owner/operator?

19 A. I believe so. I'm not -- can't say for sure.

20 Q. And this vehicle that is reflected in the pictures,
21 it's his vehicle?

22 A. Yes.

23 Q. Both tractor and trailer?

24 A. At that time.

25 Q. Did you look at the daily inspection report on this

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 vehicle?

2 A. Like I stated, we don't look at daily inspection
3 reports no more.

4 Q. Okay. This was an interstate movement?

5 A. Yes, it was.

6 Q. Do you know when he had left West Virginia?

7 A. No.

8 Q. Did you have any reason to look at the annual vehicle
9 inspection report?

10 A. No.

11 Q. Did you have any occasion to discuss either of these
12 violations with anyone at B&T other than the driver that day?

13 A. No, I didn't.

14 Q. Did you review B&T's safety net report or their report
15 from the Federal Motor Carrier Safety?

16 A. No, I didn't.

17 Q. When you recognize a driver as an owner/operator, do
18 you ever review the lease --

19 A. No.

20 Q. -- of that equipment?

21 A. No, I don't.

22 Q. Do you know when this particular driver -- the last
23 time he had been at B&T's facility?

24 A. No, I didn't.

25 Q. You indicate that, that you -- under verified means

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 you don't know whether it was corrected or not?

2 A. No.

3 Q. So you wrote the inspection report, then left and he's
4 there to --

5 A. No, I didn't. If you look at some of the photos here,
6 I know where this gentleman -- his father, he stated, lives
7 within less than a mile from the place, and I believe this was
8 at his -- I escorted him down to his father's house which is
9 less than a mile away.

10 Q. Okay. Then he parked the vehicle there until it was
11 repaired?

12 A. Right, and I put a red out of service sticker on the
13 vehicle.

14 Q. Do you know who repaired it?

15 A. No, I don't.

16 Q. Do you know whether B&T Express was operating as a
17 contract carrier or a common carrier?

18 A. No, I don't.

19 Q. You specified two specific paragraphs as being
20 applicable, 393.205A, 339.207A. Are there any other provisions
21 that you were relying on in writing these citations?

22 A. No. Well, to get the out of service, we go by federal
23 out of service criteria that we look at besides that.

24 Q. Okay.

25 A. That has to match.

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 Q. Where is this federal out of service criteria set
2 forth?

3 A. In my car, in my book.

4 Q. I mean, is it a specific regulatory section or --

5 A. No. No, there's no section number, per se, to that.
6 It refers to different section numbers, like 393.207. We go
7 under in suspension, say, and then we look up that and it refers
8 to 339.207A as that section that would be placed out of service
9 and gives a brief description on what places it out of service.

10 Q. Okay. If I were to ask you the same questions I asked
11 before about Chapter 45, would your answers be the same?

12 A. Exactly.

13 Q. Do you ever have occasion to review safety audits of a
14 carrier that are conducted by this Commission?

15 A. No.

16 Q. Do you, in conducting your roadside inspections, ever
17 determine what a carrier's safety rating is? Do you ever go
18 back in and check and see what their safety rating is?

19 A. No, I don't.

20 Q. When the repair certification is completed and
21 returned, I assume that's returned to the Commission, or is it
22 returned to the patrol?

23 A. Without having a copy of -- I think he has a back
24 copy. Do they go to the Commission?

25 OFFICER JOHNSON: To the patrol.

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginniscourtreporters.com

1 BY MR. FERRIS:

2 Q. And do you receive a report of that when those come
3 back in?

4 A. No.

5 (Pause.)

6 MR. FERRIS: That's all I have, your Honor, thank you.

7 THE EXAMINER: Redirect?

8 MS. DANOSI: No, I don't have anything for the
9 witness, your Honor.

10 THE EXAMINER: You're excused.

11 (Witness excused.)

12 MR. FERRIS: Thank you, Officer Walker.

13 THE WITNESS: Thanks.

14 MR. SATTERWHITE: Can we go off the record for just a
15 second?

16 (Discussion held off the record.)

17 MS. DANOSI: Your Honor, we would like to call John
18 Cauty as our next staff witness, please.

19 (Witness was sworn.)

20 - - -

21

22

23

24

25

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 JOHN J. CANTY

2 of lawful age, being first duly placed under oath, as prescribed
3 by law, was examined and testified as follows:

4 DIRECT EXAMINATION

5 BY MS. DANOSI:

6 Q. Good morning, Mr. Canty.

7 A. Good morning.

8 Q. Will you please state your name and business address
9 for the record?

10 A. John J. Canty, Public Utilities Commission of Ohio,
11 180 East Broad Street, Columbus, Ohio, 43215.

12 Q. Okay. Exactly by whom are you employed and in what
13 capacity?

14 A. By the Public Utilities Commission of Ohio as the
15 Assistant Chief of the Civil Forfeiture Section.

16 MS. DANOSI: Your Honor, I have another item that I
17 would like to have marked as a staff Exhibit, be marked as Staff
18 Exhibit No. 16, entitled "The Prepared Testimony of John Canty".
19 May I provide copies?

20 - - -

21 Thereupon, Staff Exhibit No. 16 was
22 marked for purposes of identification.

23 - - -

24 BY MS. DANOSI:

25 Q. Mr. Canty, is this testimony that you've prepared in

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 connection with the case that we're discussing today?

2 A. Yes, it is.

3 Q. So this is your prepared testimony as referred to in
4 the exhibit. If I were to -- Well, let's do this.

5 Do you have any modifications that you would make at
6 this time to this written prepared testimony?

7 A. No, I don't.

8 Q. Might there be any further exhibits that we would
9 offer as part of your testimony, specifically I'm thinking in
10 response to Question 11 of your prepared testimony?

11 A. We could -- Are you asking if we could expand on that?

12 Q. Well, I'm thinking specifically do we have something
13 we could offer --

14 A. My answer does not mention the CVSA criteria that we
15 follow, the recommended standards that are required by Ohio
16 Revised Code 4919.99.

17 MS. DANOSI: I would like -- I would like, your Honor,
18 if I could, to offer another item to be marked as Staff Exhibit
19 17.

20 THE EXAMINER: Very good.

21 MS. DANOSI: And I will offer it to the witness. This
22 is a document entitled "The Fine Schedule For Out-of-service
23 Violations".

24 - - -

25 Thereupon, Staff Exhibit No. 17 was

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 marked for purposes of identification.

2

3 BY MS. DANOSI:

4 Q. I'm referring again to Question No. 11 of your
5 prefiled testimony. Would this provide some further
6 understanding about how the fines are calculated?

7 A. Yes, this does. This is the fine schedule for
8 out-of-service violations.

9 Q. And can you just briefly describe the breaking out of
10 the groups and the fines? I think you've done some of that in
11 your prefiled testimony. Since we have the staff exhibit, could
12 we just take a look at that?

13 A. Sure. As you can see, there's -- there are four
14 groups here of out-of-service violations. Group 1 lists the
15 violations which are considered to be the most severe, Group 2
16 lists violations which are moderately severe, Group 3 are
17 violations which are the least severe, and Group 4 addresses
18 issues such as economic regulation, drugs, intoxicants, things
19 like that.

20 Q. Thank you very much, Mr. Canty. I know some of that
21 had been prefiled in your testimony.

22 There was some confusion earlier about how the
23 officers make note of the violation and then actually encode
24 that violation into some type of code section, how they actually
25 make the citation, and I know that we have and utilize a

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 document.

2 MS. DANOSI: And, your Honor, if I could, I would like
3 to distribute copies of these and mark these as Staff Exhibit
4 18.

5 THE EXAMINER: Fine.

6 - - -

7 Thereupon, Staff Exhibit No. 18 was
8 marked for purposes of identification.

9 - - -

10 BY MS. DANOSI:

11 Q. Mr. Canty, in just briefly reviewing this, can you
12 tell me what this would assist the officers when they note a
13 violation, as to how to document that violation?

14 A. Well, to begin with, this is the CVSA Commercial
15 Vehicle Inspection Out of Service Criteria from April of the
16 year 2000. It's what we follow.

17 Q. It's what we would follow, not specifically the
18 officers, is that what you're saying?

19 A. Right, exactly. It's cited in our Ohio Revised Code
20 Section 4919.99 is what we must follow for an out-of-service
21 criteria.

22 Q. There is something clearly delineated on that, then.

23 MS. DANOSI: And I have no further questions of this
24 witness, your Honor.

25 THE EXAMINER: Mr. Ferris?

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1

- - -

2

CROSS-EXAMINATION

3

BY MR. FERRIS:

4

Q. Mr. Canty, in your testimony you refer in your answer to Question No. 7 to two sections of the Ohio Revised Code, 4919.99 and 4921.99. Is there some reason you left out 4923.99?

7

A. Can I review my answer real quickly here? Okay. I've reviewed my question. I'm sorry, can you restate the question?

9

Q. Is there some reason you left out Section 4923.99?

10

MR. SATTERWHITE: Just for clarification, your Honor, should we give him 4923.99, just so you don't throw a number out?

13

MR. FERRIS: Well, let's say contract carriers as opposed to private. There's some confusion in the Commission language -- statutory language that both 4919 and 4923 refer to private carriers; however, they refer to them in different context. 4923 is for carriers operating under contract authority as opposed to common carrier authority, and they are all identical statutes.

20

I posit that as a -- something you may accept from me that the language for purposes of this is identical, but you have left 4923 out, and I wondered if there was some reason for that.

24

MR. SATTERWHITE: Just can we just say that the statute -- I mean, I think we can all take notice what the

25

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 Revised Code says, it's private motor carriers, just to put a
2 proper label on it and not term it how we want to term it but
3 how the legislature intended it to be termed, private motor
4 carriers.

5 THE EXAMINER: You can answer.

6 MR. SATTERWHITE: What section are you asking about?

7 MR. FERRIS: 4923.99.

8 BY MR. FERRIS:

9 Q. Did you prepare that portion of your testimony?

10 A. I'm not sure if there's still a question on the table.
11 But to answer the question that I believe is on the table, I
12 guess it was just an oversight on my part.

13 Q. Did you prepare it, or did you have assistance in
14 preparing it?

15 A. There was assistance in preparing this, yes.

16 Q. And this particular language, I take it, was drafted
17 for you?

18 A. Yes.

19 Q. You did not insert 4923.99, but if I'm understanding
20 you correctly, there was no special reason for that?

21 A. No.

22 Q. That your answer to that would include any of the
23 statutes that pertain to civil forfeitures that might be imposed
24 by the Commission.

25 A. Correct.

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 Q. And have you ever received any instructions that
2 4923.99 should be treated any differently than the other two?

3 A. No, I have not.

4 Q. Or that operations by a carrier under Chapter 4923
5 should be treated any differently than operations under 4921?

6 A. No, I have not.

7 Q. Do you know the difference between 4921 and 4923?

8 A. Without it in front of me, no, without specifically
9 looking it up. I don't make a habit of reading that every day.

10 Q. If I understand the testimony that you have submitted,
11 it is to confirm -- or the purpose of it is to confirm that the
12 fines assessed were assessed in accordance with the information
13 set forth in Staff Exhibit 17 and Staff Exhibit 18; is that
14 correct?

15 A. Yes, that is correct.

16 Q. Did you actually perform the calculations and
17 determine the assessments?

18 A. No. Prior to the Notice of Intent to Assess Civil
19 Forfeiture being mailed out?

20 Q. Right.

21 A. No, I did not.

22 Q. I also notice that you enclosed copies of the notices
23 that were sent out. Did you send those out?

24 A. Personally?

25 Q. Yes.

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 A. No, that action is done under my direction by the
2 support staff.

3 Q. So you're just relying on whatever somebody told you
4 that they sent out?

5 A. We have checks and balances in the system.

6 Q. Did you check it personally?

7 A. I did not check that letter personally, no.

8 Q. Okay. I notice you didn't include any return receipts
9 in there.

10 A. It was not sent by certified mail?

11 Q. I don't know.

12 A. It should have been. I'm not aware that it was not
13 sent by certified mail.

14 Q. Do you know whether the Commission has ever conducted
15 a rulemaking proceeding to adopt either what is set forth in
16 your Exhibit 17 or Exhibit 18 as rules of the Commission?

17 A. No, I'm not aware of what has been done in that
18 regard.

19 Q. Did you ever participate in such a rulemaking
20 proceeding?

21 A. No, not to my knowledge.

22 Q. Do you know if these documents were ever sent to the
23 Joint Committee on Agency Rule Review for approval or rejection?

24 A. No, I have no knowledge of that either way.

25 Q. Okay. You're not aware of any Commission order

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 sending them over there?

2 A. I'm not -- No, I'm not aware of any Commission order
3 sending it over there.

4 Q. Do you know whether any changes have been made to
5 these documents since the date indicated on the face of each
6 document?

7 A. On Exhibit 18?

8 Q. Well, on Exhibit 17 it says effective June 25, 1997.
9 Did you put that on there?

10 A. No, I did not put that date on there. I assume that
11 was done back in June of 1997.

12 Q. Do you know who prepared that document?

13 A. I would assume that my predecessor prepared this
14 document.

15 Q. Is it a document prepared by the Commission rather
16 than by the CVSA?

17 A. Yes, this is a Commission document.

18 Q. And do you know what underlying documents it was
19 premised upon?

20 A. I did not participate in the drafting of this
21 document, no.

22 Q. Does the CVSA publish a different document?

23 A. They publish Exhibit 18.

24 Q. So is that the only document, Exhibit 18, you're aware
25 of that was -- that is published by CVSA?

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginniscourtreporters.com

1 A. No, I'm sure that they publish many other documents.

2 Q. Is there some reason that the Commission prepared its
3 own fine schedule as opposed to using a CVSA fine schedule?

4 A. As I stated, I did not participate in the drafting of
5 this document back in 1997.

6 Q. Okay. Do you know what the CVSA schedule looked like
7 in 1997?

8 A. No, I would not know what it looked like.

9 Q. Do you know what it looks like today?

10 A. I believe it's Exhibit 18.

11 Q. This is the document that would replace Exhibit 17?

12 A. I don't know that it would replace it. That is the
13 CVSA -- those are the CVSA guidelines. Honestly, I don't have
14 Exhibit 18 in front of me anymore, but my recollection is --

15 MS. DANOSI: I apologize. Didn't know we had taken it
16 from you.

17 THE WITNESS: I'm sorry, what was the question?

18 BY MR. FERRIS:

19 Q. What I asked is if you knew what the CVSA fine
20 schedule would look like today?

21 A. Well, this is the out-of-service criteria.

22 Q. But it does not contain the fine schedule?

23 A. No, it does not contain a fine schedule, that is
24 correct.

25 Q. So you don't know what the CVSA fine schedule looks

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 like?

2 A. No.

3 Q. Okay. Now, with respect to the out-of-service
4 criteria, do you know when that out-of-service criteria was
5 initially adopted by the CVSA?

6 A. No, this has a date of April 2000, but I believe it's
7 updated annually. I don't know what the original date of
8 publication would be.

9 Q. Okay. If you will look at the first page inside it
10 says, "Dear CVSA Members", it says "December 6, 1999". Would
11 you assume that's the date this was prepared?

12 A. I'm not sure, if looking at the front cover it says
13 April 2000, but you're right, the inside cover letter says
14 December of 1999.

15 Q. Okay.

16 A. It must have been prepared several months before it
17 was printed with the April date. So yes, I would agree with
18 December 6 of 1999 must be the issue date of the -- of this
19 original document.

20 Q. Do you know what the original -- Do you know what the
21 document looked like back in 1995?

22 A. No, I don't, offhand.

23 Q. Do you know whether anything in this document has ever
24 been adopted by the Commission in a rule format or in a rule
25 proceeding?

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 A. No, I'm not aware of whether it has or has not been.

2 Q. Is there a specific rule the Commission has that says
3 they will apply the out-of-service criteria for -- of CVSA?

4 A. I don't have the Ohio Revised Code in front of me, but
5 I believe that 4919 -- 4919.99 references the CVSA
6 out-of-service criteria.

7 Q. Isn't that reference in terms of the fines to be
8 imposed?

9 A. Correct.

10 Q. I'll just ask if you know: Do you know whether
11 there's a statute that references out-of-service criteria? I
12 mean, can you cite me to one?

13 A. I believe it's 4919.99.

14 Q. Okay. Would that be the only one?

15 A. I wouldn't want to say that for sure. That is one
16 code section that I'm aware of that cites that, there may be
17 others.

18 Q. Okay. And if it's in 4919.99, then presumably it
19 would be in 4921.99 and 4923.99?

20 A. It could very well be.

21 Q. Have you reviewed those statutes to determine whether
22 they are identical in scope?

23 A. No, I have not.

24 Q. Except perhaps in terms of who they apply to?

25 A. No. Other than reviewing 4919.99, no.

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 Q. Okay. Do you have a computer program for the
2 calculation of proposed forfeitures?

3 A. Yes, we do.

4 Q. Is the computer program updated periodically?

5 A. I believe that it is, yes.

6 Q. Is it available for inspection by the public?

7 A. I believe that someone could probably print out the
8 computer program, yes.

9 Q. Is it possible to get a copy of the program?

10 A. I would imagine so.

11 Q. Has there ever been a review or audit of the program
12 that you have conducted?

13 A. No, I'm not aware of any audits.

14 Q. Am I correct that based on the history language, you
15 indicate in here the Commission keeps track of a history, a
16 carrier's history on violations?

17 A. Correct.

18 Q. And if I recall correctly, there is some magic in the
19 number 10?

20 A. Ten inspections, 10 -- I'm not sure.

21 Q. Is it true that a carrier that received fewer than 10
22 inspections during the 12-month period would not be given a
23 civil forfeiture regardless of the violation?

24 A. No, I don't believe that's true.

25 Q. Do you recall your testimony in Case No.

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 99-274-TR-CVF?

2 A. No, I do not.

3 Q. Would your testimony at that time have been correct?

4 MR. SATTERWHITE: Just, do you want to go off the
5 record for me to explain? Off the record for a second?

6 (Discussion off the record.)

7 THE EXAMINER: Go back on the record.

8 BY MR. FERRIS:

9 Q. Did you testify in the last case?

10 A. No, I did not.

11 Q. Mr. Leader testified?

12 A. Yes, Bob Leader testified.

13 Q. If he indicates there was a formula for determining
14 what carriers would be subject to civil forfeiture based upon
15 the number of inspections a carrier received, would that
16 testimony be correct?

17 A. I have the greatest faith in Bob's testimony.

18 Q. That's a yes? Okay. You're not familiar with that
19 criteria?

20 A. The history process?

21 Q. Right.

22 A. Marginally.

23 Q. Does the history process consider safety violations
24 that might be discovered during a compliance review?

25 A. No.

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 Q. Are a carrier's accident rate or fatality rate ever
2 entered into the history factor?

3 A. I don't know. I don't believe so.

4 MR. FERRIS: I think that's all the questions I have,
5 your Honor. Thank you.

6 MS. DANOSI: Just a second.

7 - - -

8 REDIRECT EXAMINATION

9 BY MS. DANOSI:

10 Q. Mr. Canty, Exhibit A to your prepared testimony, and
11 I'm going to show this to you so you don't have to flip through
12 yours, entitled "Uniform Recommended Maximum Fine Schedule",
13 isn't this the CVSA fine schedule?

14 A. Prepared by the CVSA, yes.

15 Q. I thought there had been some question about that.

16 MR. SATTERWHITE: Just maybe can I let Mr. Ferris and
17 your Honor know about this, we are getting the green
18 certificates, service certificate.

19 Do you want us to take a recess until we get them, or
20 can we enter them later, if you have any confusion about that?
21 They are downstairs getting those right now. How do you want to
22 proceed, I guess, with that?

23 (Discussion off the record.)

24 MS. DANOSI: I have no further questions of this
25 witness.

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginniscourtreporters.com

1 THE EXAMINER: Okay.

2 MR. FERRIS: Just one question, your Honor.

3 - - -

4 RECROSS-EXAMINATION

5 BY MR. FERRIS:

6 Q. Exhibit A referred to in your testimony, Mr. Canty, is
7 it your testimony that that was furnished by CVSA to you?

8 A. Can I double-check that here? How far back is that?

9 Q. It's --

10 MR. SATTERWHITE: It's the first one.

11 BY MR. FERRIS:

12 Q. It starts with what would be Page 6.

13 A. Okay. I'm sorry, the question again?

14 Q. Was that furnished to you by CVSA?

15 A. Yes.

16 Q. Do you know the date?

17 A. No, I don't know the date.

18 Q. Do you know whether the Commission has ever adopted
19 what is set forth in Exhibit A in a formal rulemaking
20 proceeding?

21 A. No, I don't know.

22 Q. And if I asked you the same questions about JCAR,
23 would your answers be the same?

24 A. They would be the same.

25 MR. FERRIS: I have no further questions. Thank you,

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 your Honor.

2 THE EXAMINER: You're excused.

3 (Witness was excused.)

4 MR. SATTERWHITE: Your Honor, I ask the record reflect
5 the conversation we did have off the record that B&T is not
6 claiming a notice problem in this case.

7 THE EXAMINER: Very good.

8 MR. SATTERWHITE: They waive.

9 MR. FERRIS: We never objected to notice.

10 MR. SATTERWHITE: Just want to make it clear.

11 THE EXAMINER: Okay. I believe at this time we'll
12 take a lunch break of an hour.

13 MR. FERRIS: Your Honor, could we --

14 (Discussion held off the record.)

15

16

17

18

19

20

21

22

23

24

25

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

P R O C E E D I N G S

Tuesday, March 6, 2001

Afternoon Session

THE EXAMINER: Go back on the record. You want to state something?

MR. FERRIS: Your Honor, tentatively, subject to your approval, we have reached an agreement with respect to Case No. 00-750-TR-CVF, to the extent that we would propose a stipulation of testimony that if Officer Price were called today to testify, his testimony would be substantially as follows: That the inspection occurred at the Hubbard scales on the date indicated on the inspection report; that the vehicle was empty at the time of the inspection; that the only statutory sections relied upon for the violations are Sections 393.46 and 396.3A1BL; that Officer Price had no discussions with anyone at B&T other than the driver, Albert Gamble; that Officer Price did not conduct a review of B&T's safety records with respect to these particular violations; that if asked whether the brakes were operable, Officer Price's testimony would have been substantially the same as Officer Johnson's responses when he was asked the same questions, and that Officer Price's testimony would be substantially the same as Officer Johnson's testimony with respect to the training he has received and the manner in which

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 his daily activities, things of that nature, are determined.
2 Have I stated that correctly?

3 MR. SATTERWHITE: Yes.

4 MR. FERRIS: That being said, there was a proposed
5 Staff Exhibit 19 furnished to me that -- Can we be off the
6 record for a second?

7 THE EXAMINER: Off the record.

8 (Discussion held off the record.)

9 THE EXAMINER: Back on the record.

10 MR. SATTERWHITE: Thank you, your Honor.

11 While we were off the record we stipulated to a couple
12 items. First I'd like to approach and present Counsel Exhibit
13 19, which is a two-page document which details the inspection
14 report -- entails the inspection report that we'll stipulate the
15 facts of for this case, and it's inspection report OHKH300171.

16 We have also added Counsel Exhibit 20, which is an
17 annual DOT inspection, license No. TIR 8816 Ohio, and Counsel
18 Exhibit 21 which is a B&T Express document detailing maintenance
19 done to a vehicle on 10-26-99, unit No. 8868. Thank you, your
20 Honor.

21 MR. FERRIS: Just for purposes of clarification, I'm
22 correct that Counsel Exhibits 20 and 21 pertain to OHKW300058?

23 MR. SATTERWHITE: That is correct.

24 MR. FERRIS: So that would be case 00-534?

25 MR. SATTERWHITE: I'll accept subject to check that

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 that's the correct --

2 MR. FERRIS: Then I have one other request. Actually
3 I have not discussed this with counsel previously, your Honor,
4 but with regard to Officer Price's testimony, could we include
5 in there that he's given the vehicle numbers, that if he were
6 here he would testify those vehicles were not owned by B&T
7 Express?

8 MR. SATTERWHITE: I think we can -- I think the
9 document can speak for itself, I don't think we need to go
10 beyond that.

11 MR. FERRIS: This was an owner/operator, do you guys
12 have records showing that?

13 MR. SATTERWHITE: Whatever the document says is what
14 it says.

15 MR. FERRIS: I'll solve the problem.

16 MR. SATTERWHITE: We think we can do it rather quickly
17 with your client.

18 MR. FERRIS: That's fine.

19 - - -

20 Thereupon, Counsel Exhibit Nos. 19, 20 and 21
21 were marked for purposes of identification.

22 - - -

23 THE EXAMINER: Staff have any further --

24 MR. SATTERWHITE: Staff would now like to move for
25 admission of staff exhibits.

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 THE EXAMINER: Very good.

2 MR. FERRIS: Your Honor, I'd just like the record to
3 reflect my initial objection to the exhibits based upon the
4 failure to respond to the interrogatories submitted earlier, and
5 state two additional objections to what I believe are Staff
6 Exhibits 17 and 18.

7 I don't have any objection to taking administrative
8 notice of documents on file with the Commission if those
9 documents are on file and in the possession of the Commission,
10 but I object to their being considered as proper evidence
11 sponsored by Mr. Canty given his inability and his testimony to
12 lay a proper foundation for those documents as to the dates of
13 the documents or their effective dates or where they came from.

14 He didn't prepare the documents and he did not know
15 about the documents, and I question whether it's proper to
16 accept them as evidence for the truth of the matter asserted
17 rather than simply taking administrative notice of them as
18 something that's on file.

19 MR. SATTERWHITE: Your Honor, I don't think he was
20 testifying to the dates on what was encompassed in those, I
21 think he was testifying to the fact that the staff has a policy
22 of assessing forfeitures or recommending forfeitures, and it's
23 based off of the similar policy and it was a comparison of here
24 is what is done elsewhere, and staff bases their policy upon
25 what is done elsewhere.

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 It wasn't intended to be an exact here is exactly what
2 we do on this date and this date, it was more for guidance to
3 clear up some of the issues that Mr. Ferris was confused about
4 when he was questioning the officers.

5 THE EXAMINER: Very good, I'll note your objections,
6 Mr. Ferris.

7 MR. FERRIS: Thank you.

8 THE EXAMINER: I will admit these exhibits into
9 evidence at this time.

10 - - -

11 Thereupon, Staff Exhibit Nos. 19, 20 and 21
12 was received into evidence.

13 - - -

14 THE EXAMINER: Are there any other witnesses for
15 staff?

16 MR. SATTERWHITE: That's all staff has.

17 THE EXAMINER: Very good. Mr. Ferris?

18 MR. FERRIS: Staff rests?

19 MR. SATTERWHITE: Yes.

20 MR. FERRIS: Your Honor, as a preliminary matter I
21 would ask your Honor to take administrative notice of the
22 provisions of Chapter 4511 and Chapter 4513 of the Ohio Revised
23 Code simply for purposes of my briefing.

24 Secondly; I would call Mr. Howard O'Malley to the
25 stand, and actually only have one question, if Mr. O'Malley can

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 sit here. Is that okay?

2 THE EXAMINER: That's fine with me.

3 (Witness was sworn.)

4 MR. SATTERWHITE: Just so it's clear, your Honor, when
5 I question him I would like him to be up on the witness stand
6 for my cross-examination.

7 MR. FERRIS: Well, go ahead.

8 THE EXAMINER: And I will take administrative notice
9 of 4511 and 4513 of the Revised Code.

10 - - -

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 HOWARD O'MALLEY

2 of lawful age, being first duly placed under oath, as prescribed
3 by law, was examined and testified as follows:

4 DIRECT EXAMINATION

5 BY MR. FERRIS:

6 Q. Mr. O'Malley, was Albert Gamble a company driver or an
7 owner/operator?

8 A. Owner/operator.

9 Q. Thank you.

10 MR. FERRIS: That's all the questions I have, your
11 Honor. Thank you.

12 THE EXAMINER: Mr. Satterwhite?

13 - - -

14 CROSS-EXAMINATION

15 BY MR. SATTERWHITE:

16 Q. My name is Matthew Satterwhite and I'm an Assistant
17 Attorney General assigned to this case today. Thanks for coming
18 down.

19 As chairman of the Board of B&T Express, Inc., are you
20 involved in the day-to-day business?

21 MR. FERRIS: Your Honor, I'm going to object. I only
22 asked one question on direct; cross is limited to what I ask on
23 direct.

24 MR. SATTERWHITE: Your Honor, cross is not limited to
25 what is covered on direct, cross is opened and can be asked of

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 anything, it's the redirect and recross that is limited.

2 MR. FERRIS: That's not true, your Honor.

3 THE EXAMINER: I'll let him ask his questions.

4 BY MR. SATTERWHITE:

5 Q. Would you like me to restate the question?

6 A. If you would, please.

7 Q. As chairman of the Board of B&T Express, Inc., are you
8 involved in the day-to-day operations in the business?

9 A. Yes, I am.

10 Q. In fact, you built it from when you were a mechanic,
11 didn't you?

12 A. Not that particular company, but yes.

13 Q. So you've been working in the industry for a while?

14 A. About 60 years.

15 Q. Okay. Have you testified before the Commission on any
16 prior occasions?

17 A. Yes, I have.

18 Q. Would you accept, subject to check, that you last
19 testified before this Commission on April 12th of 2000?

20 A. I don't remember the date, but I'll accept your date.

21 Q. Okay. And that testimony dealt with the management
22 and training practice of B&T Express at that time --

23 MR. FERRIS: Your Honor, I'm going to object again.
24 Where is he going? This is -- I only asked one question on
25 direct, I didn't open this up for any further examination. I

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 certainly didn't ask any questions about the last proceeding.

2 THE EXAMINER: I think he can ask his questions on
3 cross-examination, Mr. Ferris.

4 MR. FERRIS: Cross-examination is limited to what is
5 asked on direct.

6 THE EXAMINER: That applies to redirect and recross.

7 MR. FERRIS: Say again.

8 THE EXAMINER: I think that applies to redirect and
9 recross.

10 MR. FERRIS: It also applies to cross-examination,
11 your Honor. If Mr. Satterwhite wanted to ask these questions of
12 Mr. O'Malley, he could have called him as part of his case. He
13 can't go off on cross-examination asking leading questions of my
14 witness as part of his direct case.

15 MR. SATTERWHITE: If I may, your Honor.

16 MR. FERRIS: He rested.

17 MR. SATTERWHITE: The understanding was earlier,
18 although I did rest my case, I realize now the trap was being
19 laid, but I did speak earlier how we did subpoena Mr. O'Malley
20 and we did intend to ask him questions, and that's all a side
21 issue from the fact that we are allowed to ask questions on
22 cross-examination.

23 It's not limited to the direct, it is limited in
24 redirect or recross-examination, which I believe your Honor
25 already ruled upon and overruled that objection, so I don't

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 think this is even a proper objection at this time.

2 THE EXAMINER: My ruling is you can ask your
3 questions.

4 MR. SATTERWHITE: Thank you.

5 BY MR. SATTERWHITE:

6 Q. Would you like me to restate the question again, sir?

7 A. If you would, please.

8 Q. The testimony that you gave, subject to check, on
9 April 12, 2000, that dealt with the management and training
10 practices of B&T Express at the time, as well as discussion of
11 the specific inspection reports in that case; is that correct?

12 A. I believe that is correct.

13 MR. SATTERWHITE: To Mr. Ferris and the Bench, if I
14 may, I can cut a lot of time out if we go ahead, since I've
15 already established that he testified at that time, April 12, to
16 the management practices and training, if we can take
17 administrative notice or stipulate to the testimony taken at
18 that time before the Commission dealing with those matters, not
19 with the inspection reports specific to that case, but to the
20 other methods and training methods and mechanical procedures of
21 B&T Express that I don't have to go through all the same
22 questions, or again, since there's only one violation that
23 happened after that time, so those would all correspond to the
24 violation that happened before April 12.

25 MR. FERRIS: So what are you asking?

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 MR. SATTERWHITE: Do you want to either stipulate that
2 that testimony which is from the direct Volume III, Page 40, is
3 where the direct started, and Page 83 from Case No.
4 99-274-TR-CVF, do you want to stipulate that we can enter that
5 into this record, or would you like me to go through and ask the
6 same questions and see if they match up and impeach as we go
7 along, or would your Honor like to take administrative notice of
8 that since it was before this Commission?

9 MR. FERRIS: I have no objection to looking at that
10 testimony since it's on file. I don't want to stipulate
11 anything into this record that is out of context and is just a
12 portion of that record.

13 MR. SATTERWHITE: That's why I want to stipulate to
14 the full direct and the cross-examination that deals with all of
15 the -- that was taken on April 12.

16 MR. FERRIS: Do the whole transcript. Take
17 administrative notice of the entire transcript.

18 MR. SATTERWHITE: All I'm asking for is the direct
19 testimony and cross of Mr. O'Malley. Do you have any objection?

20 MR. FERRIS: I have no objection if we can also look
21 at the exhibits that were put in.

22 MR. SATTERWHITE: That just saves me a lot of time of
23 asking the same questions again. So just for the record, so the
24 record is clear, in Case 99-274-TR-CVF, starting in Volume III
25 on Page 40, which starts with the direct of Mr. Howard O'Malley,

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 and finished on Page 83, we are entering into this as Counsel
2 Exhibit 22, and I'll --

3 MR. FERRIS: Actually, if we take administrative
4 notice we don't have to do a Counsel Exhibit, we can just go
5 back and do the record.

6 MR. SATTERWHITE: But you don't object to it at all?

7 MR. FERRIS: Not as long as we're able to look at the
8 entire record. I want to save the paper and not make a --

9 MR. SATTERWHITE: So if your Honor will take
10 administrative notice of Pages 40 to 83 and the exhibits that
11 are entailed therein, then I can cut off a lot of my questions
12 there.

13 THE EXAMINER: Okay.

14 BY MR. SATTERWHITE:

15 Q. Mr. O'Malley, do you keep a copy of the Federal Motor
16 Vehicle Safety Violations that each driver is found to violate
17 in their respective personnel files, or any files at your
18 office?

19 A. We keep them in files, yes.

20 Q. And do you pull out that copy of the violation when a
21 hearing is requested?

22 A. We request hearings and we keep it in a separate file.

23 Q. So it's no longer -- I'm sorry. So it's no longer in
24 the original file?

25 A. It could or could not be, depends on how they want to

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 file it at that time.

2 Q. Does the company perform all maintenance on company
3 trucks?

4 A. No.

5 Q. No? I'd like for you to explain to me, I'm a little
6 fuzzy about the company unit numbers, exactly how those
7 correspond. Do you know what I'm talking about, company unit
8 numbers?

9 A. I presume I do.

10 Q. How is one assigned? I guess, are those -- Do company
11 unit numbers correspond to employees of B&T, or are those just
12 for owner/operators? How do you assign a company unit number?

13 A. We predetermine a list of numbers and we assign it as
14 we acquire the equipment.

15 Q. So it's specific to the equipment?

16 A. It is specific to that piece of equipment.

17 Q. And it would stay with that equipment throughout the
18 history of B&T's ownership of that?

19 A. Yes.

20 Q. Or relationship with it?

21 A. Until its demise.

22 Q. Okay. When disciplining a driver for a violation,
23 does the type of violation or how often it happens matter when
24 you're deciding your discipline? And I can restate it if
25 it's --

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 A. Well, I'm trying to see where we're going with it.

2 Q. Do different types of violations take on more
3 significance so you discipline different than other violations,
4 or --

5 A. We weigh the violation.

6 Q. So depending on the type of violation, the discipline
7 could be different?

8 A. Uh-huh.

9 MR. SATTERWHITE: One second, your Honor, I apologize.
10 (Pause.)

11 MR. SATTERWHITE: Sorry.

12 BY MR. SATTERWHITE:

13 Q. Back to unit numbers. Could we have the same
14 equipment in different violations for the Commission on
15 inspection reports and have a different unit number applied to
16 that same piece of equipment?

17 A. Would you explain what you mean?

18 Q. Does the unit number at all correspond with the
19 driver? Does the driver matter at all?

20 A. No.

21 Q. So it's specific to equipment only?

22 A. Only the equipment. The driver has his own number.

23 Q. Okay. I'd like to go on to some of the individual
24 reports now and talk about them with you.

25 A. All right.

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 Q. I'd like to start off with the OHKW300058 that was
2 with the driver Bentley. Are you familiar with that? It's
3 Exhibit -- Staff Exhibit 12. Mr. Bentley was operating as an
4 employee of B&T Trucking at the time of the inspection, was he
5 not?

6 A. Yes.

7 Q. Okay. I'd like you to take a look in the packet of
8 documents that we have labeled counsel exhibits, and can you
9 please turn to Counsel Exhibit 2, which is the log of
10 Mr. Bentley?

11 A. The one that's off duty?

12 Q. Correct. Isn't it true that it's a mistake and he
13 actually was on duty at the time?

14 A. Well, the log will speak for itself.

15 Q. Well, I'm asking you, isn't it true that that's
16 actually a mistake --

17 MR. FERRIS: Could we hold on for a minute? I'm
18 somehow missing -- which one is Bentley?

19 MR. SATTERWHITE: Are you looking for the inspection
20 report?

21 MR. FERRIS: What's the case number?

22 MR. SATTERWHITE: OHKW30058. Yeah, there's a KG and
23 KW with the same number.

24 MR. FERRIS: Okay.

25 BY MR. SATTERWHITE:

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 Q. Would you like me to repeat what I was asking?

2 A. Yes, if you would.

3 Q. Okay. It says he's off duty, but isn't it true that,
4 in fact, he was on duty at this time and he found out later --

5 A. I can't answer that because he has been in the
6 sleeping berth, so I can't tell when he went in the sleeping
7 berth.

8 Q. Okay. Do you remember giving a deposition at the
9 office of the Attorney General in the Borden Building on
10 Tuesday, February 6th at 10:00?

11 A. Of this year?

12 Q. Yes.

13 A. Yes.

14 Q. With Judi Martin, the Assistant Attorney General --

15 MR. SATTERWHITE: May I approach the witness, your
16 Honor?

17 BY MR. SATTERWHITE:

18 Q. I'll hand you a copy of that deposition. Would you
19 please read starting with the question -- starting with "Q." on
20 Line 14, to the end of your answer on Line 18, just read it into
21 the record, please?

22 A. He says he's off duty. With this driver, I mean, it
23 would appear, wouldn't you agree that he was off duty? And I --
24 Can I go off the record for a second? I have to find something.
25 Basically I agree with -- but I'm not sure, he was in a rest

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginniscourtreporters.com

1 area.

2 Q. I'm sorry, could you read exactly what it says there
3 and not give your own interpretation?

4 A. But I'm not -- In the rest area, I didn't say anything
5 else.

6 Q. I think it was different from -- Can you just read it
7 again in case I misheard? Read where it starts with the answer.

8 A. "Can I go off the record a second?"

9 Q. Read the whole thing.

10 A. "I got to find something. Basically I agree with you,
11 but I'm not sure, he was in a rest area."

12 Q. Okay. Does reading that help you remember at all the
13 fact that you found out subsequent that he was on duty?

14 A. No.

15 Q. Okay.

16 MR. FERRIS: Your Honor, just for purposes of
17 clarifying -- Well, I'll do it on cross, never mind.

18 MR. SATTERWHITE: Do you want to go off the record?

19 MR. FERRIS: Can we go off the record a minute?

20 (Discussion held off the record.)

21 BY MR. SATTERWHITE:

22 Q. While we're looking for something, let's go ahead and
23 move on to the inspection report OHKG300521, with the inspection
24 of Mr. Farmer done by Mr. Walker on 4-26-00. Could you pull
25 that out? I believe it's Staff Exhibit 13. Can you locate that

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 in the pile of documents, sir?

2 A. Exhibit 13?

3 Q. Yes.

4 A. Yes, I have it.

5 Q. And is that the inspection report of driver
6 Mr. Farmer?

7 A. Yes, it is.

8 Q. All right. Mr. Farmer is an owner/operator for B&T
9 Express?

10 A. That is correct.

11 Q. And he operates subject to a lease?

12 A. That is correct.

13 Q. Is that lease -- Do you have the same lease for all
14 owner/operators --

15 A. Yes.

16 Q. -- in front of you?

17 Did you bring a copy of Mr. Farmer's employee folder
18 with you today?

19 A. Yes, I did.

20 Q. Do you have those in front of you, or do you need to
21 get them?

22 A. I do not have them.

23 Q. Would you like me to get those for you so you don't
24 have to get up?

25 Here you are, sir. Can you please look in that folder

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 and locate any reference to past violations noted on there by
2 Mr. Farmer -- that your company would have noted of Mr. Farmer,
3 I apologize?

4 A. What was your question again, please?

5 Q. Could you find anything in that folder that would
6 reflect B&T's notation of a violation of any matter of
7 Mr. Farmer? Want me to rephrase it?

8 A. There's a lot of notations in here.

9 Q. Is there any notation of an official B&T that would
10 let anyone reviewing the file knowing that B&T has marked down
11 Mr. Farmer has violated such and such a code?

12 A. I haven't seen anything in here.

13 Q. That's the personnel file of Mr. Farmer and you cannot
14 find anything in there?

15 A. No.

16 Q. Mr. Farmer was the one -- or this inspection report
17 was the one inspection report that took place after your
18 testimony on April 12; is that correct?

19 A. I'm sorry?

20 Q. Isn't it true that this inspection took place April 26
21 of 2000? I believe if you look in the upper right-hand corner
22 it will have a date.

23 A. This is dated 4-26, 2000.

24 Q. And was he operating under the same company policies
25 that you testified to on April 12th?

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 A. Yes.

2 Q. Okay. I'd like now to move to -- Actually, first
3 let's go back to the Bentley/Johnson -- or the inspection report
4 of Mr. Bentley, which was Staff Exhibit 12.

5 Is it -- Just to clarify again, is it your contention
6 that Counsel Exhibit 2, which outlines the log from that date
7 that we just talked about earlier, is a proper log, there's
8 nothing false about this log?

9 A. I haven't seen the log, I have no idea.

10 Q. It's in the packet, but I'll just show it to you.
11 It's the one we talked about earlier.

12 A. What was your question?

13 Q. Is it your statement that that is a true and accurate
14 log --

15 A. I have no --

16 Q. -- of Mr. Bentley on that day?

17 A. I have no idea.

18 Q. To the best of your knowledge?

19 A. To the best of my knowledge, if Bentley said it was
20 I'd believe him until I find out from him differently.

21 Q. Now, I'd like you to move on to Staff Exhibit 14,
22 which is the inspection report of Mr. Braham. It's not
23 "Braham", is it, it's "Mr. Braham"?

24 A. Yeah, I think it is.

25 Q. And if you could also grab the packet up there that

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 looks like this, I'm going to ask you questions. If you could
2 pull out the packet of documents, too, I'm going to be asking
3 you some questions and cross referencing the two.

4 Have you had a chance to locate that document?

5 A. Exhibit 14? Yes.

6 Q. Okay. Mr. Braham was operating under an
7 owner/operator lease; is that correct?

8 A. That is correct.

9 Q. Okay. And that lease agreement is included in the
10 counsel exhibits under 4 in this packet?

11 A. Yes.

12 Q. And it's a bit of a fuzzy copy, so if you turn to the
13 next Exhibit, 5, that is the exhibit -- or lease with Mr. Gary
14 Wymer. Would you say that the terms and conditions are the
15 same, just because it's easier to read?

16 A. They should be the same.

17 Q. And this would also be the same as the lease that we
18 talked about earlier for Mr. Farmer?

19 A. Yes.

20 Q. Okay. Is it your claim that under this lease, B&T has
21 no responsibilities concerning the mechanical condition of the
22 owner/operator vehicle?

23 A. No, the owner/operator is required to maintain his
24 equipment.

25 Q. So B&T has no responsibility with respect to an

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginniscourtreporters.com

1 owner/operator's equipment?

2 A. The owner/operator is asked to maintain his own
3 equipment.

4 Q. So my question is: It's your contention that B&T has
5 no responsibility for the equipment of an owner/operator?

6 A. No, the owner/operator is required to maintain his own
7 equipment.

8 Q. You've said that a couple times. Just "yes" or "no".

9 MR. FERRIS: Your Honor, the question has been asked
10 and answered. If he wants to rephrase the question and tell him
11 what he's talking about --

12 MR. SATTERWHITE: Well, then I move to strike the
13 answer and instruct the witness to answer.

14 MR. FERRIS: He did answer.

15 MR. SATTERWHITE: My question is with respect to what
16 B&T's responsibilities were.

17 MR. FERRIS: And he answered. He said the
18 owner/operator is required to maintain the equipment.

19 MR. SATTERWHITE: Your Honor, I'm asking the witness
20 what B&T's responsibility is, and if it's his position that B&T
21 has no responsibility --

22 THE EXAMINER: Please answer the question.

23 THE WITNESS: The lease speaks for itself.

24 BY MR. SATTERWHITE:

25 Q. I'm asking you as chairman of the board, sir, what

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 your understanding --

2 A. The terms and conditions of the lease spell that out.

3 Q. I'm asking you as the chairman of the Board of B&T
4 Express, Incorporated, if you believe that your company has no
5 responsibility to the mechanical condition of the vehicles used
6 by owner/operators. Do they have a responsibility, "yes" or
7 "no"?

8 A. B&T's responsibility to the equipment is that the
9 owner/operator conforms to the terms of the conditions of the
10 lease.

11 MR. SATTERWHITE: Move to strike, your Honor, and ask
12 the witness to answer.

13 MR. FERRIS: Your Honor, if --

14 MR. SATTERWHITE: I can't be any more clear; "yes" or
15 "no".

16 MR. FERRIS: The question has been asked and answered.
17 If there's some other portion he wants to -- some other way he
18 wants to ask the question, then ask the question.

19 MR. SATTERWHITE: Your Honor, it is my belief that
20 this question has yet to be answered. I'm asking what B&T's
21 responsibility is aside from the owner/operator.

22 We have established what the owner/operator's
23 responsibility is. Now my question to him as the owner of B&T
24 is whether he has any responsibilities for the condition of the
25 equipment for the owner/operators drive for him.

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 MR. FERRIS: Then, your Honor, he ought to define what
2 he means by legal responsibility, financial responsibility.
3 What type of responsibility? If he's asking for a legal
4 conclusion, I'll be happy to answer it for him.

5 MR. SATTERWHITE: Your Honor, I'm asking the witness,
6 from his understanding, if he feels that his company, B&T
7 Express, has any responsibilities at all, he can define what the
8 responsibilities are, for the equipment and the mechanical
9 equipment of vehicles of owner/operators that operate under his
10 name.

11 THE EXAMINER: You can answer the question.

12 THE WITNESS: We're responsible to the point that the
13 equipment has to be maintained according to the lease.

14 BY MR. SATTERWHITE:

15 Q. So whatever it says in the lease agreement, a certain
16 condition that the equipment has to be in, you're responsible to
17 make sure it's at that level of what the lease says?

18 A. I would say we would be responsible to make sure that
19 the equipment is maintained according to the lease, yes.

20 Q. Okay. Thank you.

21 Okay. Can you please pull out the packet again and
22 look at Counsel Exhibit 6, which is the log of Mr. Braham on
23 10-27-99? Have you found that?

24 A. Staff Exhibit 6?

25 Q. Yes. And does that reflect that the driver was on

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 duty at the time on that date?

2 A. The log shows he was off duty.

3 Q. Okay. And did you find out subsequently that he was,
4 in fact, on duty on this date?

5 A. It appears that he may have been on duty.

6 Q. Okay. And isn't it a fact that he was reprimanded and
7 discharged as a result of either this violation or this log
8 violation?

9 MR. FERRIS: Your Honor, can we be off the record?

10 (Discussion held off the record.)

11 THE EXAMINER: Back on the record.

12 BY MR. SATTERWHITE:

13 Q. The question was: Was Mr. Braham discharged as a
14 result of this log or this violation?

15 A. Not that I'm aware of any record that I have
16 available.

17 Q. Okay. Once again, do you remember giving a deposition
18 at the offices of the Attorney General on February 6, 2000?

19 A. Uh-huh.

20 Q. I'm going to present to you a question and answer I'd
21 like you to read one more time into the record. I'll show it to
22 your counsel first.

23 I'm handing you that deposition now. Would you please
24 read starting with the Q. on Line 9 and finishing up with the
25 end of your answer on Line 13?

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginniscourtreporters.com

1 A. "Was -- To the best of your knowledge, was Mr. Braham
2 reprimanded or discharged? He was discharged shortly
3 afterward." Answer, "Yes."

4 Q. Thank you.

5 MR. FERRIS: Could we go back, your Honor, and have
6 the reporter read back the question that prompted that?

7 (Record read back as requested.)

8 BY MR. SATTERWHITE:

9 Q. Mr. O'Malley, could you please turn in this packet
10 once again to Counsel Exhibit 11? It's the very last one. Do
11 you have that in front of you?

12 A. Uh-huh.

13 Q. Is that a copy -- or could you please read the date on
14 that copy, on that piece of paper?

15 A. 27-99.

16 Q. Is that a 10 in front of it? I guess it is marked
17 off.

18 A. I can't answer that.

19 MR. SATTERWHITE: Your Honor, we have -- there seems
20 to be a copy problem on this exhibit, and it's the exhibit that
21 was provided to us by the company.

22 I don't know if Mr. Ferris wants to stipulate that's a
23 10-27-99, or just a zero, as there's no month that ends in zero
24 on the calendar, at least not the calendar we use in this
25 country. Do you see the document I'm looking at?

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 MR. FERRIS: I know what you're looking at, I'm trying
2 to find the copy.

3 MR. SATTERWHITE: We can go off the record a second.
4 (Discussion held off the record.)

5 THE EXAMINER: Back on the record.

6 MR. SATTERWHITE: While we were off the record, your
7 Honor, counsel for both sides agreed that on Counsel Exhibit 11,
8 the date that's cut off due to my miscopying, not the company's,
9 which I had earlier alluded to, is 10-27-99. It just shows a
10 zero, so there should be a 1 in front of that. Let me find out
11 where I was.

12 BY MR. SATTERWHITE:

13 Q. All right. Mr. O'Malley, will you please now locate
14 Counsel Exhibit 7, which is the letter terminating the Braham
15 lease that we were speaking about? Have you located that item?

16 A. Yes.

17 Q. Will you review it for a moment, please?

18 A. Okay.

19 Q. Can you please tell me if this document helps or not
20 why the lease was terminated for Mr. Braham?

21 A. Why it was terminated?

22 Q. Right. Why was the lease arrangement terminated
23 between B&T and Mr. Braham?

24 A. It was a management decision to terminate his lease.

25 Q. Do you know the rationale behind the decision?

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginniscourtreporters.com

1 A. I would have to assume it was the nature of the
2 equipment.

3 Q. Okay. And that letter is dated what?

4 A. March 21st.

5 Q. Okay. I'd like to move on to Staff Exhibit --
6 actually it is Counsel Exhibit 20 -- 19, which is the inspection
7 report, two-page item prepared by Mr. Price and of Mr. Gamble.
8 It would probably be quicker --

9 A. I don't see a 20 here.

10 Q. I'm sorry, it was 19.

11 All right. Mr. Gamble was also driving under a lease
12 agreement; is that correct?

13 A. I don't believe so. I can't tell by this report.

14 Q. Okay. At the time of the inspection, was he driving
15 for B&T Express?

16 A. Looking at this, he was an independent contractor for
17 B&T Express.

18 Q. But he was driving -- he had B&T Express markings on
19 his vehicle?

20 A. He would have B&T markings.

21 Q. Okay.

22 MR. SATTERWHITE: One second, your Honor.

23 (Pause.)

24 BY MR. SATTERWHITE:

25 Q. Isn't it true that you terminated a lease agreement of

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 Mr. Wymer -- First, back up a second. Strike that.

2 If you will please turn in this packet one more time
3 to Counsel Exhibit 9, which is the -- I'm sorry, Counsel
4 Exhibit 5.

5 A. Okay.

6 Q. Do you have that now?

7 A. Uh-huh.

8 Q. And is that a lease between B&T Express and Gary
9 Wymer?

10 A. That is correct.

11 Q. And just to clear up, on the inspection report it has
12 the driver as Mr. Gamble. Why is that different than the person
13 that's identified in the lease as Mr. Wymer, just for
14 clarification?

15 A. Mr. Wymer is a fleet owner and employs its own
16 drivers.

17 Q. So the driver, Mr. Gamble, was working with respect to
18 this lease under Mr. Wymer?

19 A. He was working for Mr. Wymer.

20 Q. But the relationship between B&T Express was between
21 Mr. Wymer and B&T Express?

22 A. Yes.

23 Q. Okay.

24 A. To the point that we do the safety work on the driver,
25 the drugs and what have you.

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 Q. Well, the relationship between B&T Express and
2 Mr. Wymer was so encapsulated by this agreement?

3 A. Yes.

4 Q. And Mr. Gamble was operating subsequent to this
5 agreement through Mr. Wymer?

6 A. Okay.

7 Q. Just want to clear it up, because it's kind of
8 confusing from the report when it says Mr. Gamble.

9 A. But we do all the safety work on the driver.

10 Q. So you would still test the driver --

11 A. We would audit the driver, yes.

12 Q. Isn't it true that you terminated the lease agreement
13 of Mr. Wymer because Mr. Gamble refused to drive the truck due
14 to the unsafe condition of the vehicle?

15 A. We terminated the lease because it wouldn't pass our
16 inspections.

17 Q. Who at the company performs these inspections that you
18 are referring to?

19 A. The mechanics.

20 MR. SATTERWHITE: One second until I find something,
21 your Honor.

22 (Pause.)

23 BY MR. SATTERWHITE:

24 Q. Will you please turn in the packet to Staff Exhibit 9
25 that I referred to earlier?

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

- 1 A. I have it.
- 2 Q. Have you found that?
- 3 A. Yes.
- 4 Q. Is that the termination of lease?
- 5 A. Uh-huh.
- 6 Q. And does that give any reason within the lease --
- 7 A. No.
- 8 Q. -- within this letter why it was terminated?
- 9 A. Doesn't give any reason.
- 10 Q. Okay. Are either Alfred, correct me if I'm
- 11 pronouncing this correctly, Shives or Sam Traficanti employees
- 12 of B&T Express?
- 13 A. Yes.
- 14 Q. And what are their responsibilities?
- 15 A. Shives was our head mechanic.
- 16 Q. And Sam?
- 17 A. Traficanti is the Vice-President of maintenance.
- 18 Q. So they would inspect the vehicles that come into the
- 19 garage at B&T, all vehicles under B&T's banner, for lack of a
- 20 better term?
- 21 A. Yes, one of the mechanics would, not always the same
- 22 mechanic.
- 23 Q. Do your inspectors check for wear and tear conditions
- 24 on vehicles?
- 25 A. Yes.

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 Q. Would you please turn to Counsel Exhibit 10 in that
2 packet, second page from the back?

3 A. Yes.

4 Q. Is this an inspection on the date that you entered
5 into the lease with Mr. Wymer of this vehicle?

6 A. I have to assume it's the same date.

7 Q. Will you accept, subject to the check, the dates are
8 the same on the lease?

9 A. Okay.

10 Q. This is signed by both Mr. Shives and --

11 A. Just signed by Mr. Shives.

12 Q. And that in print is Mr. Traficanti; is that correct?

13 A. Uh-huh.

14 MR. SATTERWHITE: Just one more second, your Honor,
15 I'm almost done.

16 (Pause.)

17 MR. SATTERWHITE: That's all I have right now, your
18 Honor. Thank you very much, Mr. O'Malley.

19 THE EXAMINER: Mr. Ferris, do you have anything on
20 redirect?

21 MR. FERRIS: A few questions, your Honor.

22

23 REDIRECT EXAMINATION

24 BY MR. FERRIS:

25 Q. Mr. O'Malley, are safety notices sent out to drivers

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 by B&T?

2 A. Yes.

3 Q. How frequently?

4 A. Oh, once a month, maybe more often.

5 Q. Do citations receive, or notice of citations, receive
6 prompt notices to driver?

7 A. Yes, we call the driver in to review it with them.

8 Q. When you were asked some questions about equipment
9 numbers, do numbers on equipment change when equipment is
10 retired?

11 A. The number is retired, period, unless we run out of
12 numbers and recycle them, but it could be 20 years.

13 Q. That's what I was asking. Do you ever recycle
14 numbers?

15 A. We haven't yet.

16 Q. You're familiar with -- Well, I should ask: Are you
17 familiar with the daily logs prepared by Mr. Bentley?

18 A. I've seen them.

19 Q. You're familiar with the ones we furnished to the
20 Commission staff?

21 A. Are those the ones that were in the --

22 Q. Yes.

23 A. -- their exhibits?

24 Q. Yes. Do you recall, did all of Mr. Bentley's logs for
25 that week reflect that he was off duty?

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 A. I believe they were.

2 Q. With respect to Mr. Braham, I just want to make sure
3 the record is clear, did you testify that he was -- his lease
4 was terminated for a specific reason? That's exhibit No. 7.

5 A. Right, I found it. No, it was just terminated.

6 Q. Do you recall why that lease was terminated?

7 A. I have to assume because of the equipment wasn't up to
8 standards, because we did state if he gets new equipment and
9 would pass our inspections, we would review his situation at
10 that time.

11 Q. It was not your intention to convey to Mr. Satterwhite
12 that he was terminated because of a false log, was it?

13 A. No. Can I say something about falls logs, or not?

14 Q. Sure.

15 A. When we get an inspection report, we pull out the log,
16 we bring the driver in and we tell him if his log is wrong, to
17 correct it.

18 Now, if he says this is wrong and this is right, we're
19 at a stand still, because he's certifying that his log is true
20 and correct. You understand what I'm saying? Particularly on
21 time stated documents, there can't be variances.

22 Q. Did you run into such a situation with Mr. Bentley?

23 A. Not with Mr. Bentley. I have run across it years ago.

24 Q. Okay. Was Mr. Bentley terminated for any specific
25 reason?

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 A. No. We terminated his lease, canceled his lease, he
2 was not terminated.

3 Q. Does Mr. Wymer still conduct any operations for B&T?

4 A. Not that I'm aware of.

5 Q. And Mr. Gamble left with Mr. Wymer?

6 A. Yes.

7 Q. Mr. Gamble is no longer under any lease agreement with
8 B&T?

9 A. Mr. Gamble is not under any lease agreement with B&T.

10 Q. You were asked some questions about counsel exhibits,
11 and specifically Counsel Exhibit No. 1 entitled "Rules and
12 Regulations". Were those rules and regulations in effect at the
13 time of the violations --

14 A. Yes.

15 Q. -- involved here?

16 A. Yes.

17 Q. Do those rules remain in effect?

18 A. Yes. They have been expanded on.

19 Q. Are drivers furnished any safety materials other than
20 these rules and regulations?

21 A. Yes, they are given a driver's manual.

22 Q. And are they instructed in any manner with respect to
23 specific Commission or federal rules and regulations?

24 A. Yes, they are.

25 Q. Are they furnished any materials regarding those

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 regulations?

2 A. Yes, they are given the Department of Transportation's
3 rules and regulations.

4 Q. Okay. All of that was covered in your testimony in
5 the prior proceeding?

6 A. Yes.

7 Q. And those same materials are still furnished?

8 A. Yes.

9 MR. FERRIS: I think that's all I have, your Honor,
10 thank you.

11 MR. SATTERWHITE: Just have a couple.

12

13

RECROSS-EXAMINATION

14 BY MR. SATTERWHITE:

15 Q. We'll start with what you were just on, on what the
16 drivers are provided. Is there anything that's -- that you
17 didn't testify to on April 12th that is provided to the drivers,
18 that I guess would just be the one driver, Farmer, to the report
19 that happened after your testimony there?

20 A. For this year -- last year? We supply them with a
21 driver's manual now, we have it printed up.

22 Q. But was that provided to any driver that's involved in
23 this hearing today?

24 A. Yes.

25 Q. Before the violation occurred?

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 A. No, not until after it was printed.

2 Q. So that --

3 A. It would be provided --

4 Q. Okay. But that --

5 A. -- when it became available.

6 Q. Which was after -- the last violation there is 4-26?

7 A. I'll have to assume your dates are correct.

8 Q. You talked about how you send safety notices to the
9 drivers. When did that start?

10 A. I can't recall that. I think I have that in my book,
11 if I can look.

12 Q. Is that a long-standing --

13 A. It's been a long --

14 Q. So you've also sent just notices and stuff?

15 A. Yes.

16 Q. One more thing. When you talked about bringing in the
17 driver and sometimes the log doesn't match with the inspection
18 report, did that happen with Mr. Bentley?

19 A. I can't answer that question with Mr. Bentley.

20 Q. Do you know if in any of these cases that happened?

21 A. No, I do not know.

22 Q. Is that your procedure for that to happen, to bring it
23 in and have it match up?

24 A. It has to be. It's a time stamped document and is
25 required by the Department of Transportation that it matches.

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 Q. So earlier you were testifying, or your counsel was --
2 Never mind, that was off the record, wasn't it?

3 MR. SATTERWHITE: That's all I have. Thank you very
4 much.

5 THE EXAMINER: Thank you, Mr. O'Malley.
6 (Witness was excused.)

7 MR. FERRIS: Your Honor, I have nothing further. I
8 would like to put a counsel statement on the record, however,
9 regarding something that I don't want to be misconstrued on the
10 record.

11 I did furnish to Ms. Martin, when she was representing
12 the staff earlier in this proceeding, a letter in June of 2000
13 that referenced a termination of a lease for Mr. Braham, and
14 there was some concern about -- or, there was some mention about
15 whether that termination might have been due to a false log, and
16 my letter, I just want to make sure it's indicated, my letter
17 did not say he was terminated because of a false log. I mean,
18 the Commission staff has my --

19 MR. SATTERWHITE: Would you like to enter it as an
20 exhibit?

21 MR. FERRIS: That's fine with me.

22 MR. SATTERWHITE: We can do that.

23 MR. SATTERWHITE: So that would be Counsel Exhibit 22.

24 - - -

25 Thereupon, Counsel Exhibit No. 22 was

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1 marked for purposes of identification.

2 - - -

3 THE EXAMINER: What was the date of the letter again?

4 MR. SATTERWHITE: We'll just do it as a late filed,
5 that way we don't have to keep anybody here.

6 THE EXAMINER: Counsel Exhibit 22 will be late filed.
7 Anything further?

8 MR. SATTERWHITE: I believe -- Have all the exhibits
9 been moved into evidence? At this time I move that any
10 outstanding exhibit is moved in.

11 THE EXAMINER: I'll admit all exhibits into evidence
12 at this time.

13 - - -

14 Thereupon, Counsel Exhibit Nos. 1 through 11
15 and 22 and Staff Exhibits 12 through 18 were
16 received into evidence.

17 - - -

18 MR. SATTERWHITE: I think that's all we have.

19 THE EXAMINER: Let's go off the record briefly and
20 discuss a briefing schedule.

21 (Discussion held off the record.)

22 THE EXAMINER: Back on the record, and I'll just state
23 that it is agreed that the initial briefs in this case will be
24 due on May 4th, reply briefs on May 11th. With that said, I'll
25 consider this case submitted on the record. Thank you.

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO
614.431.1344 800.498.2451
www.mcginiscourtreporters.com

1

- - -

2

(Thereupon, the hearing was concluded at

3

3:00 o'clock p.m. on Tuesday, March 6, 2001.)

4

- - -

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

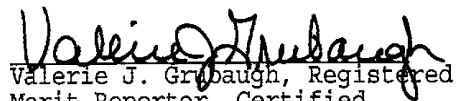
MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO (614) 431-1344

C E R T I F I C A T E

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

State of Ohio,)
County of Franklin,) SS:

I, Valerie J. Grubaugh, Registered Merit Reporter,
Certified Realtime Reporter and Notary Public in and
for the State of Ohio, hereby certify that the
foregoing is a true and correct transcript of the
proceedings hereinbefore set forth, as reported in
stenotype by me and transcribed by me or under my
supervision.


Valerie J. Grubaugh, Registered
Merit Reporter, Certified
Realtime Reporter and Notary
Public in and for the State
of Ohio.

My Commission Expires:
August 07, 2001.

*** CAUTION ***
This certification bears an original signature in
nonreproducible ink. The foregoing certification of
the transcript does not apply to any reproduction of
the same not bearing the signature of the certifying
court reporter. McGinnis & Associates, Inc. disclaims
responsibility for any alterations which may have been
made to the noncertified copies of this transcript

B&T EXPRESS, INC.

Case Nos. 00-533-TR-CVF, 00-534-CVF,
00-750-TR-CVF, and 00-1686-TR-CVF

TABLE OF CONTENTS

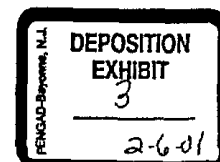
Cancel
~~STAFF~~ EXHIBITS

1. Rules and Regulations of Chris Bentley
2. Bentley Log 10/26/99
3. Maintenance Report Bentley 10/15/99
4. Braham Lease
5. Wymer Lease
6. Braham Log 10/27/99
7. 3/21/00 Letter Terminating Braham Lease
8. Driver logs of Gamble 12/23/99 to 12/29/99
9. Lease Termination Wymer
10. DOT Inspection VIN #336613
11. Bill of Lading 10/27/99 for Glenn Braham

Staff Ex 1

B & T EXPRESS, INC. RULES AND REGULATIONS

1. ALL drivers must check in with dispatch by 9:00 am every notified workday regardless of status. There is no acceptable reason for not doing so.
2. ALL drivers on duty shall notify dispatch no later than 5:00 PM of any needs such as fuel, oil, toll reimbursements, etc.
3. ALL units must be inspected for defects when returning to the yard. YOUR unit is YOUR responsibility. PLEASE check for ANY defects with your unit (tractor and/or trailer).
4. IF any unit has defects (tractor/trailer) driver must use a Condition & Report form, found at the Dispatch Window to record any defects needing attention. Turn form in to dispatcher on duty. This MUST be done before going off duty so the company can schedule repairs.
- X 5. ALL drivers must turn in bills on a daily basis. The bills should contain name, employee # and unit # on the bills so signature can be CLEARLY read in order to get paid correctly. When using a different unit than your usual unit, PLEASE write that Unit Number on bill pertaining to the load moved with that unit.
(393.100 → 393.106)
6. ALL DRIVERS MUST ADHERE to the FMCSR relating to blocking and bracing of cargo, or by dunnage which is in contact with the cargo and is secured by the proper amount of tie down assemblies.
7. ALL drivers must turn in COMPLETED logs showing mileage, shipping order number or manifest number. ALSO ALL lines of hours, loading/unloading, etc. MUST be completed correctly. ANY driver not having his logs turned in will have his pay delayed until logs are turned in.
8. ANY driver leaving yard in early morning MUST check in at dispatch as long as there is office personnel in the building.
9. ALL drivers MUST sign for chains, tarps, and binders on their units. YOU are responsible for them. ANY loss will be charged back to you.
10. NO driver is permitted to have any unauthorized riders in unit at ANY time.
11. PLEASE schedule all routine doctor or dentist appointments on Saturday if possible.
12. ANY advance on pay, there will be a five-dollar (\$5.00) service charge. This does not apply to toll receipt reimbursement.



13. A seven- (7) day notice is needed before leaving the company. If this rule is followed you will receive your paycheck the following week as long as your bills are turned in. IF NO NOTICE is given there will be a forty-five (45) day hold you're your final paycheck so that we may recover any outstanding bills that might come in.

14. After give notice of leaving the company, DRIVER is responsible for cleaning out this unit (cab). ANY mess left in unit will be cleaned out and a charge for this service will be deducted from your final paycheck.

I have read and understand the above Rules & Regulations and do hereby accept.

Chris Best
(Driver Signature)

9-20-99
(Date)

James M. Cullin
(Safety Director Signature)

09-20-99
(Date)

DRIVER'S DAILY LOG

ORIGINAL - Submit to Carrier
DUPLICATE - Retain in Possession for 8 Days

4868-4507

Copy these entries are true and correct. Vehicle numbers - Show each unit

Chris Bentley
Driver's signature in full

RECAP
Eligible Hrs.
Today

Total mileage today

Total miles driving today

B & T EXPRESS INC.

Name of Carrier or Carriers

400 MILEY ROAD - NORTH LIMA, OH 44452

Main Office Address

Name of co-driver

Home Terminal Address

TOTAL HOURS

	1	2	3	4	5	6	7	8	9	10	11	NOON	1	2	3	4	5	6	7	8	9	10	11	
1: OFF DUTY																								
2: SLEEPER BERTH																								
3: DRIVING																								
4: ON DUTY (NOT DRIVING)																								
REMARKS																								

TOTAL HOURS

24
24
OEDWAY - SALINEVILLE OH

Manifest No.

Commodity

Shipper

Check the time and enter name of place you reported and where released from work and when and where each change of duty occurred. Explain excess hours.

FROM:

Starting point or place

TO:

Destination or turn around point or place

USE TIME STANDARD AT HOME TERMINAL

© Copyright 1997 J. J. KELLER & ASSOCIATES, INC., Neenah, WI • USA • (800) 327-8868

Staff Ex. 2

Miles Hrs.
Today

Subtotal

Hrs. gained
from 1st day
or lost
day period.

Eligible Hrs.
Tomorrow

Driver's Daily Vehicle Inspection Report

§396.11(a) – Every motor carrier shall require its drivers to report, and every driver shall prepare a report in writing at the completion of each day's work on each vehicle operated.

Date: _____ Time: _____ A.M. _____ P.M.

Check any defective item and give details under "Remarks"

TRACTOR No. _____

- | | | |
|--|---|---|
| <input type="checkbox"/> Air Compressor | <input type="checkbox"/> Engine | <input type="checkbox"/> Reflectors |
| <input type="checkbox"/> Battery | <input type="checkbox"/> Fifth Wheel | <input type="checkbox"/> Safety Equipment |
| <input type="checkbox"/> Belts / Hoses | <input type="checkbox"/> Fire Extinguisher | <input type="checkbox"/> Springs |
| <input type="checkbox"/> Body | <input type="checkbox"/> Front Axle | <input type="checkbox"/> Steering |
| <input type="checkbox"/> Brake Accessories | <input type="checkbox"/> Fuel Tanks | <input type="checkbox"/> Tachograph / Trip Computer |
| <input type="checkbox"/> Brakes, Parking | <input type="checkbox"/> Heater | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Brakes, Service | <input type="checkbox"/> Horn | <input type="checkbox"/> Transmission |
| <input type="checkbox"/> Clutch | <input type="checkbox"/> Lights | <input type="checkbox"/> Underride Guard |
| <input type="checkbox"/> Coupling Devices | <input type="checkbox"/> Loses Water | <input type="checkbox"/> Warning Triangles/Flares |
| <input type="checkbox"/> Defroster | <input type="checkbox"/> Mirrors, Rear Vision | <input type="checkbox"/> Wheels and Rims |
| <input type="checkbox"/> Door Handles | <input type="checkbox"/> Oil Pressure | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Drive Line | <input type="checkbox"/> Radiator | <input type="checkbox"/> Windshield Wipers |
| <input type="checkbox"/> Emergency Equip. | <input type="checkbox"/> Rear End | <input type="checkbox"/> OTHER |

☐ CONDITION OF THE TRACTOR IS SATISFACTORY

TRAILER No. _____

- | | | |
|--|---------------------------------------|--|
| <input type="checkbox"/> Brake Connections | <input type="checkbox"/> Hitch | <input type="checkbox"/> Springs |
| <input type="checkbox"/> Brakes | <input type="checkbox"/> Landing Gear | <input type="checkbox"/> Tarpaulin |
| <input type="checkbox"/> Coupling Chains | <input type="checkbox"/> Lights | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Coupling (King) Pin | <input type="checkbox"/> Reflectors | <input type="checkbox"/> Wheels and Rims |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Roof | <input type="checkbox"/> OTHER |
| <input type="checkbox"/> Floor | | |

☐ CONDITION OF THE TRAILER IS SATISFACTORY

REMARKS _____

Driver making report _____ (Signature)

§396.11(c) – Prior to operating a motor vehicle, motor carriers or their agent(s) shall effect repair of any items listed on the vehicle inspection report(s) that would be likely to affect the safety of operation of the vehicle.

This is to certify that ☐ all defect(s) or deficiency(s) has/have been corrected
☐ correction is unnecessary for safe operation

(Signature of MOTOR CARRIER or its AGENT(s)) _____ (Date) _____

REVIEWING DRIVER – In accordance with 396.13, before driving motor vehicle I have satisfied myself that this vehicle is in safe operating condition and have reviewed the last vehicle inspection report required to be earned on power unit and acknowledge that there is a certification that the required repairs have been performed. (Signature not required if no defects noted.)

(Driver's Signature) _____ (Date) _____

(This statement does not apply to vehicles not subject to 396.13, such as vehicles not under part of the

Staff Ex. 3

B & I Express, INC.

4007 y Kond

P.O. Box 115

North Lima, OH 44452

UNIT # 8868

TRACTOR: X

~~X~~: PREVENTATIVE

DATE: 10-15-99

TRAILER:

_____ : BREAKDOWN

MILEAGE: 737096

~~X~~: ROUTINE

SERIAL #

_____: ACCIDENT'

COMPLETED BY: Gust Arnulf

ROAD CALLS

[illegible]

This Agreement made this 22ND day of FEBRUARY, 1999 at 2:00 PM 95 Staff Ex
4

is between

GLENN A. BRAHAM

(Full Name of Owner)

15706 ANNESLEY ROAD

(Street Address)

EAST LIVERPOOL, OHIO 43920

(City)

(State)

(Zip)

273-76-2581 (330) 385-9144

(FAX)

(Phone)

known hereafter as "OWNER"; and

B & T Express, Inc.
400 Miley Road
North Lima, Oh. 44452

hereafter referred to as "CARRIER".

C IR hereby leases to CARRIER, and CARRIER hereby leases from OWNER, the equipment described in ADDENDUM A, for the compensation as specified in ADDENDUM B, subject to all the terms and conditions of this lease and any bilateral addendums thereto.

TERMS AND CONDITIONS

1 DURATION AND TERMINATION OF AGREEMENT

- A This lease shall begin when CARRIER gives OWNER a receipt for the equipment described in ADDENDUM A after said equipment is inspected by CARRIER and certified as having met applicable minimum safety standards and shall continue in effect until terminated as provided in paragraph C of this section.
- B This lease shall remain in effect for a minimum of thirty (30) days, commencing with the 22ND DAY OF FEBRUARY and shall continue in effect for one year from said date and from year to year thereafter until terminated as provided in paragraph C of this section. 1999
- C This lease may be terminated:
 - 1) at any time after the thirtieth (30th) day of the lease term by either party giving the other twenty-four (24) hours written notice.
 - 2) at any time, without notice, upon breach of this lease by either party.
- D Upon termination of this lease, OWNER agrees to:
 - 1) return to CARRIER all property and equipment belonging to CARRIER,
 - 2) remove all signs bearing CARRIER name and identification marks from equipment,
 - 3) give CARRIER a receipt stating the date and time when possession was retaken by OWNER.

2 OWNERSHIP OF EQUIPMENT

- A OWNER represents to CARRIER that he or she holds full legal title to, or otherwise has, lawful possession of, the equipment covered by this lease. OWNER agrees to furnish to CARRIER all information and documents necessary for CARRIER to properly identify said equipment.

3 VEHICLE CONDITION, MAINTENANCE AND INSPECTION

- A OWNER warrants that the equipment covered by this lease is complete with all required accessories, it is in good, safe and efficient operating condition, and will be so maintained at OWNER'S expense to meet safety regulations of Federal, State, and local governmental agencies.

4 COMPENSATION, SETTLEMENT CONDITIONS AND ADVANCES

- A OWNER shall operate the equipment covered by this lease or shall furnish competent and reliable employees to operate said equipment.
- B Any employees furnished by OWNER shall be OWNERS employees and shall be hired, paid, controlled and directed by OWNER.
- C OWNER shall provide to CARRIER proof that all drivers furnished by him are physically fit, familiar with and in compliance with all applicable State and Federal Motor Carrier Safety Regulations. OWNER and his employees will comply with all laws, regulations and policies of CARRIER relating to the operations of motor vehicles and will cooperate with CARRIER in so doing by filing all daily vehicle inspections and log sheets in a timely manner, and by filing physical certificates, accident reports and other documents and data as required by the provisions of any state or federal regulations.
- D This lease is intended by the parties to create the relationship of carrier and independent contractor and NOT an employer-employee relationship, and as such, neither OWNER nor OWNERS employees are entitled to workers compensation benefits from CARRIER. Neither OWNER nor OWNERS employees are to be considered employees of CARRIER at any time, under any circumstance, nor for any purpose. OWNER agrees to acquire and maintain at his expense such workers compensation insurance on all such employees as will fully protect OWNER and CARRIER from any and all claims under any workers compensation law or employer liability act.
- E OWNER, due to his status as an independent contractor is, in control of his equipment at all times and as such, makes his own determination as to what loads will be hauled on OWNERS equipment.
- F CARRIER shall not be liable for any loss or damage to equipment covered by this lease.
- G OWNER shall furnish, provide and pay for all costs of operations which include but are not limited to the following:
 - 1) all motor fuels, oil, tires, and all equipment required for the operations of said equipment in compliance with all the rules and regulations of any regulatory body having jurisdiction thereof;
 - 2) all maintenance costs and make all repairs that may be needed for the operations of said equipment in order that the equipment may be operated in a safe efficient manner;
 - 3) all taxes and assessments, premiums and other payments due by reason of the payment by him wages or earnings to his employees and make such deductions and or tax withholdings from such wages and all reports with respect thereto as may be required;
 - 4) base plates, fuel taxes, empty mileage, licenses and tax payments of or on the equipment, or in the use or operation thereof, including all reports, if required of OWNER, connected therewith. OWNER will supply CARRIER with all turnpike receipts for mileage exemptions. Carrier will make all necessary fuel tax reports where required. OWNER shall pay CARRIER for fuel tax expense paid as a result of OWNERS failure to provide sufficient fuel receipts as proof of payment of fuel purchases in the states operated in. CARRIER will assemble all mileage and fuel tax records necessary for all jurisdictional reports and where required, will supply the information to OWNER for his reporting;
 - 5) permits of all types;
 - 6) all fines and penalties arising out of the use of said equipment under the provisions of this lease;
 - 7) bobtail and deadhead insurance;
 - 8) comprehensive insurance coverage for fire, collision and theft;
 - 9) Federal Highway Use Taxes, Federal, State, and local income taxes;
 - 10) all sales taxes due to ownership or operation of equipment in the jurisdiction imposing such tax.
- H It is agreed that in the event OWNER or his agent or his employee shall operate the equipment covered by this lease and during the operation thereof shall be pulling a trailer which is the property of or furnished by CARRIER, and during such operation the trailer equipment is damaged or any parts of said trailer equipment are found to be missing when possession of said equipment is returned to CARRIER, or to OWNER, irrespective of the cause of said damage or cause of the loss of said parts, OWNER agrees to pay for such loss and or damage. OWNER agrees further that in the event it should be deemed necessary by CARRIER to enter upon private property and or remove private property in order to obtain possession of and return of its equipment and or property, OWNER does here and now irrevocably grant CARRIER or its duly authorized agents permission to do so, and also agrees to save and hold harmless CARRIER or its agents from any liability whatsoever in connection therewith.
- I OWNER agrees that all cargo which is dispatched and loaded on said equipment shall be delivered to the consignee(s) with reasonable diligence, speed and care and OWNER shall be duly responsible for any claims resulting from cargo shortage, cargo damaged or delays in transporting shipments. CARRIER will provide to OWNER a written explanation and itemization of any deductions for cargo loss.

- J OWNER shall report all accident, cargo exceptions, or damages of any nature involving the equipment covered by this lease at the time of occurrence. OWNER also agrees to provide written reports or assistance as may be needed to investigate, settle, or litigate any accident claim or potential claim against CARRIER.
- K OWNER shall be jointly liable with CARRIER for any and all claims and demands of every nature or kind arising as a result of any operation performed under this lease within the responsibility imposed upon CARRIER under regulations set forth by the Interstate Commerce Commission. OWNER shall assume without expense to CARRIER and defend CARRIER from any and all claims, actions, and demands of every nature, whether within or without the responsibility imposed on CARRIER under the above listed regulations, on account of injury to or death of person(s), or damage to or loss of property, caused by or resulting in any manner from any act or omission, negligence or otherwise of OWNER, his agents or employees, in performing or failing to perform by said OWNER under this lease.
- L CARRIER shall furnish public liability and property damage and cargo insurance fully covering the responsibility imposed upon it by said regulations.
- M OWNER is required to obtain and pay for all other insurance coverage including but not limited to:
- 1) Liability insurance for bobtail and deadhead situations;
 - 2) Insurance on equipment for fire, collision and theft
 - 3) Cargo insurance for claims due to shortages, delays and damages.

5 APPLICATION OF LEASE INTERPRETATION AND REMEDIES

- A If any section or sections, or part or parts of sections of this lease shall be held to be invalid for any reason the provisions of this lease shall be void only as to such section, sections, or part or parts of sections, and this lease shall remain otherwise binding between the parties hereto. Any alteration of the names of parties or of the other provisions shall annul, cancel, and invalidate this lease insofar as any further obligations thereunder of CARRIER are concerned.
- B This lease shall be governed by Federal Law and regulations where applicable, and wherever there is no applicable Federal Law, this lease shall be governed by the laws of the state of Ohio.
- C Any controversy or claim arising out of this lease, or the breach thereof, shall be settled by arbitration to be held in Youngstown, Ohio or other mutually acceptable location in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and a judgement upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

6 ADDRESSES OF PARTIES

- A Notice hereunder shall be given in writing and either hand delivered or sent by registered or certified mail to the following addresses:

- 1 To CARRIER: B & T Express, Inc.
400 Miley Road
North Lima, Ohio 44452
- 2 To OWNER: GLEN A. BRAHAM
15706 ANNESLEY ROAD
EAST LIVERPOOL, Ohio 43920

In witness hereof, the parties hereto, by their duly authorized agents or officers, have set their hands the day and date first

[Signature]
(OWNER/Agent)

[Signature]
(CARRIER)

ADDENDUM 'A' To LEASE NO. 95

MAKE	SERIAL NO.	YEAR	MODEL
<u>DTRB</u>	<u>JD257266</u>	<u>1988</u>	<u>Conv.</u>
<u>CITY</u>	<u>AF518304</u>	<u>1973</u>	<u>3-9's</u>

11x24.5
11x24.5

RECORD OF INSPECTION

TRACTOR	IOK	Def.	TRAILER	IOK	Def.
Air Compressor	<input checked="" type="checkbox"/>		Breakaway, Emer.	<input checked="" type="checkbox"/>	
Service Brakes	<input checked="" type="checkbox"/>		Service Brakes	<input checked="" type="checkbox"/>	
Parking Brakes	<input checked="" type="checkbox"/>		Brake Connections	<input checked="" type="checkbox"/>	
Breakaway Valve	<input checked="" type="checkbox"/>		Air Hoses	<input checked="" type="checkbox"/>	
Clutch/Transmission	<input checked="" type="checkbox"/>		Secure Equipment	<input checked="" type="checkbox"/>	
Exhaust System	<input checked="" type="checkbox"/>		Landing Gear	<input checked="" type="checkbox"/>	
Fuel System	<input checked="" type="checkbox"/>		Lights & Reflectors	<input checked="" type="checkbox"/>	
Fifth Wheel	<input checked="" type="checkbox"/>		Mud Flaps	<input checked="" type="checkbox"/>	
Heater-Defroster	<input checked="" type="checkbox"/>		Pickup Plate	<input checked="" type="checkbox"/>	
Air Hoses	<input checked="" type="checkbox"/>		Tires and Wheels	<input checked="" type="checkbox"/>	
Identification	<input checked="" type="checkbox"/>		Springs	<input checked="" type="checkbox"/>	
Air Indicator	<input checked="" type="checkbox"/>		I hereby certify that on the below date I inspected the above and this is a true and correct report of same. Date: <u>2-22-99</u> <u>al J. Lewis</u> Signature of Inspector		
Lights/Reflectors	<input checked="" type="checkbox"/>				
Licenses	<input checked="" type="checkbox"/>				
Mirrors	<input checked="" type="checkbox"/>				
Safety Equipment	<input checked="" type="checkbox"/>		I hereby certify that on the date stated above the person who made the inspection covered by this report was competent and qualified to make such inspection and was duly authorized to make such an inspection as a repres- entative of B & T Express, Inc. <u>Jeffery E. Cullen</u> Signature		
Speedometer	<input checked="" type="checkbox"/>				
Springs	<input checked="" type="checkbox"/>				
Steering	<input checked="" type="checkbox"/>				
Tires & Wheels	<input checked="" type="checkbox"/>		SAFETY Dir.		
Wipers	<input checked="" type="checkbox"/>				

9814
9814-1

RECEIPT BY CARRIER

The undersigned Carrier hereby acknowledges receipt of the above described equipment from Contractor under terms of this contract this

22ND day of FEB. 1999 at 11:00 AM (M)

Jeffery E. Cullen SAFETY Dir.
Signature of Carrier Agent

RECEIPT BY CONTRACTOR

The undersigned hereby acknowledges receipt of the above described equipment from Carrier and termination of contract this

_____ day of _____ 19____ at _____ AM/PM

Signature of Contractor/Owner

ADDENDUM 'C' To LEASE NO. 95

Compensation due the Owner, pursuant to the Original Lease Agreement
is hereby stated to be 77% of the billed Revenue.

Bob Brea James E. Cullen
(OWNER/Agent) (CARRIER)

MOTOR VEHICLE LEASE AGREEMENT NO.

This Agreement made this 22nd day of December, 19 89 at 4:30 PM

Staff Ex 5

is between

GARY WYMER

(Full Name of Owner)

9147 MAUMEE - WESTEND ROAD

(Street Address)

MONROVIA, OHIO 43542

(City)

(State)

(Zip)

290-64-3405 (419) 866-0197

FID/SSN

(Phone)

known hereafter as "OWNER"; and

B & T Express, Inc.
400 Miley Road
North Lima, Ohio 44452

hereafter referred to as "CARRIER".

OWNER hereby leases to CARRIER, and CARRIER hereby leases from OWNER, the equipment described in ADDENDUM A, for the compensation as specified in ADDENDUM B, subject to all the terms and conditions of this lease and any bilateral addendums thereto.

TERMS AND CONDITIONS

1 DURATION AND TERMINATION OF AGREEMENT

- A This lease shall begin when CARRIER gives OWNER a receipt for the equipment described in ADDENDUM A after said equipment is inspected by CARRIER and certified as having met applicable minimum safety standards and shall continue in effect until terminated as provided in paragraph C of this section.
- B This lease shall remain in effect for a minimum of thirty (30) days, commencing with the 22nd DAY OF DEC, 1989 and shall continue in effect for one year from said date and from year to year thereafter until terminated as provided in paragraph C of this section.
- C This lease may be terminated:
 - 1) at any time after the thirtieth (30th) day of the lease term by either party giving the other twenty-four (24) hours written notice.
 - 2) at any time, without notice, upon breach of this lease by either party.
- D Upon termination of this lease, OWNER agrees to:
 - 1) return to CARRIER all property and equipment belonging to CARRIER.
 - 2) remove all signs bearing CARRIER name and identification marks from equipment.
 - 3) give CARRIER a receipt stating the date and time when possession was retaken by OWNER.

2 OWNERSHIP OF EQUIPMENT

- A OWNER represents to CARRIER that he or it holds full legal title to, or otherwise has, lawful possession of, the equipment covered by this lease. OWNER agrees to furnish to CARRIER all information and documents necessary for CARRIER to properly identify said equipment.

3 VEHICLE CONDITION, MAINTENANCE AND INSPECTION

- A OWNER warrants that the equipment covered by this lease is complete with all required accessories, it is in good, safe and efficient operating condition, and will be so maintained at OWNERS expense to meet safety regulations of Federal, State, and local governmental agencies.
- B OWNER will present said equipment at times and places as required for CARRIER inspection to assure that compliance with safety regulations are met.

4 COMPENSATION, SETTLEMENT CONDITIONS AND ADVANCES

- A OWNER shall operate the equipment covered by this lease or shall furnish competent and reliable employees to operate said equipment.
- B Any employees furnished by OWNER shall be OWNERS employees and shall be hired, paid, controlled and directed by OWNER.
- C OWNER shall provide to CARRIER proof that all drivers furnished by him are physically fit, familiar with and in compliance with all applicable State and Federal Motor Carrier Safety Regulations. OWNER and his employees will comply with all laws, regulations and policies of CARRIER relating to the operations of motor vehicles and will cooperate with CARRIER in so doing by filing all daily vehicle inspections and log sheets in a timely manner, and by filing physical certificates, accident reports and other documents and data as required by the provisions of any state or federal regulations.
- D This lease is intended by the parties to create the relationship of carrier and independent contractor and NOT an employer-employee relationship, and as such, neither OWNER nor OWNERS employees are entitled to workers compensation benefits from CARRIER. Neither OWNER nor OWNERS employees are to be considered employees of CARRIER at any time, under any circumstance, nor for any purpose. OWNER agrees to acquire and maintain at his expense such workers compensation insurance on all such employees as will fully protect OWNER and CARRIER from any and all claims under any workers compensation law or employer liability act.
- E OWNER, due to his status as an independent contractor is, in control of his equipment at all times and as such, makes his own determination as to what loads will be hauled on OWNERS equipment.
- F CARRIER shall not be liable for any loss or damage to equipment covered by this lease.
- G OWNER shall furnish, provide and pay for all costs of operations which include but are not limited to the following:
 - 1) all motor fuels, oil, tires, and all equipment required for the operations of said equipment in compliance with all the rules and regulations of any regulatory body having jurisdiction thereof;
 - 2) all maintenance costs and make all repairs that may be needed for the operations of said equipment in order that the equipment may be operated in a safe efficient manner;
 - 3) all taxes and assessments, premiums and other payments due by reason of the payment by him wages or earnings to his employees and make such deductions and or tax withholdings from such wages and all reports with respect thereto as may be required.
 - 4) base plates, fuel taxes, empty mileage, licenses and tax payments of or on the equipment, or in the use or operation thereof, including all reports, if required of OWNER, connected therewith. OWNER will supply CARRIER with all turnpike receipts for mileage exemptions. Carrier will make all necessary fuel tax reports where required. OWNER shall pay CARRIER for fuel tax expense paid as a result of OWNERS failure to provide sufficient fuel receipts as proof of payment of fuel purchases in the states operated in. CARRIER will assemble all mileage and fuel tax records necessary for all jurisdictional reports and where required, will supply the information to OWNER for his reporting.
 - 5) permits of all types;
 - 6) all fines and penalties arising out of the use of said equipment under the provisions of this lease;
 - 7) bobtail and deadhead insurance;
 - 8) comprehensive insurance coverage for fire, collision and theft;
 - 9) Federal Highway Use Taxes, Federal, State, and local income taxes;
 - 10) all sales taxes due to ownership or operation of equipment in the jurisdiction imposing such tax.

- H It is agreed that in the event OWNER or his agent or his employee shall operate the equipment covered by this lease and during the operation thereof shall be pulling a trailer which is the property of or furnished by CARRIER, and during such operation the trailer equipment is damaged or any parts of said trailer equipment are found to be missing when possession of said equipment is returned to CARRIER, or to OWNER, irrespective of the cause of said damage or cause of the loss of said parts, OWNER agrees to pay for such loss and or damage. OWNER agrees further that in the event it should be deemed necessary by CARRIER to enter upon private property and or remove private property in order to obtain possession of and return of its equipment and or property, OWNER does here and now irrevocably grant CARRIER or its duly authorized agents permission to do so, and also agrees to save and hold harmless CARRIER or its agents from any liability whatsoever in connection therewith.
- I OWNER agrees that all cargo which is dispatched and loaded on said equipment shall be delivered to the consignee(s) with reasonable diligence, speed and care and OWNER shall be duly responsible for any claims resulting from cargo shortages, cargo damages or delays in transporting shipments. CARRIER will provide to OWNER a written explanation and itemization of any deductions for cargo loss or damage or delays made from any compensation or monies owed to OWNER.
- J OWNER shall report all accident, cargo exceptions, or damages of any nature involving the equipment covered by this lease at the time of occurrence. OWNER also agrees to provide written reports or assistance as may be needed to investigate, settle, or litigate any accident, claim, or potential claim against CARRIER.
- K OWNER shall be jointly liable with CARRIER for any and all claims and demands of every nature or kind arising as a result of any operation performed under this lease within the responsibility imposed upon CARRIER under regulations set forth by the Interstate Commerce Commission. OWNER shall assume without expense to CARRIER and defend CARRIER from any and all claims, actions, and demands of every nature, whether within or without the responsibility imposed on CARRIER under the above listed regulations, on account of injury to or death of person(s), or damage to or loss of property, caused by or resulting in any manner from any act or omission, negligence or otherwise of OWNER, his agents or employees, in performing or failing to perform by said OWNER under this lease.
- L CARRIER shall furnish public liability and property damage and cargo insurance fully covering the responsibility imposed upon it by said regulations.
- M OWNER is required to obtain and pay for all other insurance coverage including but not limited to:
- 1) Liability insurance for bobtail and deadhead situations;
 - 2) Insurance on equipment for fire, collision and theft;
 - 3) Cargo insurance for claims due to shortages, delays and damages.

5 APPLICATION OF LEASE, INTERPRETATION AND REMEDIES

- A If any section or sections, or part or parts of sections of this lease shall be held to be invalid for any reason the provisions of this lease shall be void only as to such section, sections, or part or parts of sections, and this lease shall remain otherwise binding between the parties hereto. Any alteration of the names of parties or of the other provisions shall annul, cancel, and invalidate this lease insofar as any further obligations thereunder of CARRIER are concerned.
- B This lease shall be governed by Federal Law and regulations where applicable, and wherever there is no applicable Federal Law, this lease shall be governed by the laws of the state of Ohio.
- C Any controversy or claim arising out of this lease, or the breach thereof, shall be settled by arbitration to be held in Youngstown, Ohio or other mutually acceptable location in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and a judgement upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

6 ADDRESSES OF PARTIES

A Notice hereunder shall be given in writing and either hand delivered or sent by registered or certified mail to the following addresses:

1 To CARRIER: B & T Express, Inc.
400 Miley Road
North Lima, Ohio 44452

2 To OWNER: GARY WYMER
9147 MAUMEE WESTERN ROAD
MONCLOVA, Ohio 43542

In witness hereof, the parties hereto, by their duly authorized agents or officers, have set their hands the day and date first written above:

(OWNER/Agent)

James M. Callahan
(CARRIER)

6 ADDRESSES OF PARTIES

A Notice hereunder shall be given in writing and either hand delivered or sent by registered or certified mail to the following addresses:

1 To CARRIER: B & T Express, Inc.
400 Miley Road
North Lima, Ohio 44452

2 To OWNER: GARY WYMER
9147 MAUMEE WESTERN ROAD
MONROVIA, OHIO 43542

In witness hereof, the parties hereto, by their duly authorized agents or officers, have set their hands the day and date first written above:

Gary Wymer
(OWNER/Agent)

James L. C. C. C.
(CARRIER)

ADDENDUM 'C' To LEASE NO. 120

Compensation due the Owner, pursuant to the Original Lease Agreement
is hereby stated to be 80% of the billed Revenue.

Ray Dymus (OWNER/Agent) James W. Chandler (CARRIER)

ADDENDUM 'A' To LEASE NO. 120

MAKE	SERIAL NO.	YEAR	MODEL	
PIRB	336613	1993	TR	11K245
TRAN	047104	1998	SPREN	11K245

RECORD OF INSPECTION

TRACTOR	OK	Def.	TRAILER	OK	Def.
Air Compressor	/		Breakaway, Emer.	/	
Service Brakes	/		Service Brakes	/	
Parking Brakes	/		Brake Connections	/	
Breakaway Valve	/		Air Hoses	/	
Clutch/Transmission	/		Secure Equipment	/	
Exhaust System	/		Landing Gear	/	
Fuel Syste.	/		Lights & Reflectors	/	
Fifth Wheel	/		Mud Flaps	/	
Heater-Defroster	/		Picup Plate	/	
Air Hoses	/		Tires and Wheels	/	
Identification	/		Springs	/	
Air Indicator	/		I hereby certify that on the below date I inspected the above and this is a true and correct report of same. Date: <u>12-22-99</u> <u>Curt Mackall</u> Signature of Inspector		
Lights/Reflectors	/				
Licenses	/				
Mirrors	/				
Safety Equipment	/				
Speedometer	/				
Springs	/				
Steering	/				
Tires & Wheels	/				
Wipers	/				

I hereby certify that on the date stated above the person who made the inspection covered by this report was competent and qualified to make such inspection and was duly authorized to make such an inspection as a representative of B & T Express, Inc.

James L. Cullen
Signature

RECEIPT BY CARRIER

The undersigned Carrier hereby acknowledges receipt of the above described equipment from Contractor under terms of this contract this

22nd day of DEC 1999 at 3:30 AM/PM

James L. Cullen SAFETY Dir.
Signature of Carrier Agent

RECEIPT BY CONTRACTOR

The undersigned hereby acknowledges receipt of the above described equipment from Carrier and termination of contract this

____ day of _____ 19____ at _____ AM/PM

Signature of Contractor or Driver

#9512

#9512-A

DRIVER'S DAILY LOG

ORIGINAL - Submit to Carrier
DUPLICATE - Retain in Possession for 8 Days

Staff Ex 6

10-27-99
Month Day Year

0
Total mileage today

I certify these entries are true and correct:

984 9514P
Vehicle numbers - Show each unit

RECAP
Eligible Hrs
Today

Total miles driving today

John Graham
Driver's signature in full

B & T EXPRESS INC.

Name of Carrier or Carriers

Name of co-driver

400 MILEY ROAD - NORTH LIMA, 44452

Main Office Address

Home Terminal Address

	MID-NIGHT	1	2	3	4	5	6	7	8	9	10	11	NOON	1	2	3	4	5	6	7	8	9	10	11	TOTAL HOURS
1: OFF DUTY																									24
2: SLEEPER BERTH																									
3: DRIVING																									
4: ON DUTY (NOT DRIVING)																									
REMARKS																									

Miles Hrs
Today

Subtotal

Hrs. gained
from 1st day
at 2 or 3
day period

Eligible Hrs.
Tomorrow

Manifest No.

Commodity

Shipper

Check the time and enter name of place you reported and where released from work and when and where each change of duty occurred. Explain excess hours.

FROM: Starting point or place TO: Destination or turn around point or place

USE TIME STANDARD AT HOME TERMINAL
© Copyright 1997 J. J. KELLER & ASSOCIATES, INC., Neenah, WI • USA • (800) 327-8868

Driver's Daily Vehicle Inspection Report

§396.11(a) – Every motor carrier shall require its drivers to report, and every driver shall prepare a report in writing at the completion of each day's work on each vehicle operated.

Date: _____ Time: _____ A.M. _____ P.M.
Check any defective item and give details under "Remarks"

TRACTOR No. _____

- | | | |
|--|---|---|
| <input type="checkbox"/> Air Compressor | <input type="checkbox"/> Engine | <input type="checkbox"/> Reflectors |
| <input type="checkbox"/> Battery | <input type="checkbox"/> Fifth Wheel | <input type="checkbox"/> Safety Equipment |
| <input type="checkbox"/> Belts / Hoses | <input type="checkbox"/> Fire Extinguisher | <input type="checkbox"/> Springs |
| <input type="checkbox"/> Body | <input type="checkbox"/> Front Axle | <input type="checkbox"/> Steering |
| <input type="checkbox"/> Brake Accessories | <input type="checkbox"/> Fuel Tanks | <input type="checkbox"/> Tachograph / Trip Computer |
| <input type="checkbox"/> Brakes, Parking | <input type="checkbox"/> Heater | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Brakes, Service | <input type="checkbox"/> Horn | <input type="checkbox"/> Transmission |
| <input type="checkbox"/> Clutch | <input type="checkbox"/> Lights | <input type="checkbox"/> Underride Guard |
| <input type="checkbox"/> Coupling Devices | <input type="checkbox"/> Losses Water | <input type="checkbox"/> Warning Triangles/Flares |
| <input type="checkbox"/> Defroster | <input type="checkbox"/> Mirrors, Rear Vision | <input type="checkbox"/> Wheels and Rims |
| <input type="checkbox"/> Door Handles | <input type="checkbox"/> Oil Pressure | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Drive Line | <input type="checkbox"/> Radiator | <input type="checkbox"/> Windshield Wipers |
| <input type="checkbox"/> Emergency Equip. | <input type="checkbox"/> Rear End | <input type="checkbox"/> OTHER _____ |

☐ CONDITION OF THE TRACTOR IS SATISFACTORY

TRAILER No. _____

- | | | |
|--|---------------------------------------|--|
| <input type="checkbox"/> Brake Connections | <input type="checkbox"/> Hitch | <input type="checkbox"/> Springs |
| <input type="checkbox"/> Brakes | <input type="checkbox"/> Landing Gear | <input type="checkbox"/> Tarpaulin |
| <input type="checkbox"/> Coupling Chains | <input type="checkbox"/> Lights | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Coupling (King) Pin | <input type="checkbox"/> Reflectors | <input type="checkbox"/> Wheels and Rims |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Roof | <input type="checkbox"/> OTHER _____ |
| <input type="checkbox"/> Floor | | |

☐ CONDITION OF THE TRAILER IS SATISFACTORY

REMARKS

Driver making report _____

§396.11(c) – Prior to operating a motor vehicle, motor carriers or their agent(s) shall effect repair of any items listed on the vehicle inspection report(s) that would be likely to affect the safety of operation of the vehicle.

This is to certify that ☐ all defect(s) or deficiency(s) has/have been corrected
☐ correction is unnecessary for safe operation

(Signature of MOTOR CARRIER or its AGENT(s))
(Date)
REVIEWING DRIVER – In accordance with 396.13, before driving motor vehicle, I have satisfied myself that this vehicle is in safe operating condition and have reviewed the last vehicle inspection report required to be carried in accordance with §396.11(c) and have knowledge that there is a certification that the required repairs have been performed. (Signature not required if no defects noted)

(Driver's Signature)

(Date)
This signature does not apply to listed defects or a boxed unit which is, in, keeper part of the:



P.O. BOX 468
NORTH LIMA, OHIO 44452

Staff
Ex 7

(330) 549-0060
1-800-888-2669
FAX: (330) 549-0029

March 21, 2000

Mr. Glenn A. Braham
15706 Annesley Road
East Liverpool, Ohio 43920

Certified Mail: 7000 0520 0015 0823 1963

Dear Mr. Braham:

This letter is to confirm the fact that B & T Express, Inc., has officially terminated your Lease Agreement number 95, covering 1988 Peterbilt Tractor effective March 20, 2000.

After the purchase of a new tractor and proper inspections, B & T Express Inc., will gladly renew your lease at that time. Please return your lease signed off. This will return jurisdiction of equipment to you, also you are instructed to remove our signs from your equipment.

Sincerely,

A handwritten signature in cursive script that reads "Jerry McCullough".

Jerry McCullough
Safety Director

JM:lan

ORIGINAL - Submit to Carrier
DUPLICATE - Retain in Possession for 8 Days

550

Month _____ Day _____ Year _____

Total mileage today

CCD

I certify these entries are true and correct:

Vehicle numbers - Show each unit

RECAP
Eligible Hrs.
Today

Name of Carrier or Carriers

400 MILEY ROAD - NORTH LIMA, OH 44452

Main Office Address

Home Terminal Address

Main Office Address												Home Terminal Address												TOTAL HOURS	
MID-NIGHT												MID-NIGHT													
1	2	3	4	5	6	7	8	9	10	11	NOON	1	2	3	4	5	6	7	8	9	10	11			
1: OFF DUTY																								150	14.50
2: SLEEPER BERTH																								8	Subtotal
3: DRIVING																								11	
4: ON DUTY (NOT DRIVING)																								3.50	53.25
MID-NIGHT												MID-NIGHT												24	
1												1													
2												2													
3												3													
4												4													
5												5													
6												6													
7												7													
8												8													
9												9													
10												10													
11												11													
NOON												NOON													
1												1													
2												2													
3												3													
4												4													
5												5													
6												6													
7												7													
8												8													
9												9													
10												10													
11												11													
NOON												NOON													
1												1													
2												2													
3												3													
4												4													
5												5													
6												6													
7												7													
8												8													
9												9													
10												10													
11												11													
NOON												NOON													
1												1													
2												2													
3												3													
4												4													
5												5													
6												6													
7												7													
8												8													
9												9													
10												10													
11												11													
NOON												NOON													
1												1													
2												2													
3												3													
4												4													
5												5													
6												6													
7												7													
8												8													
9												9													
10												10													
11												11													
NOON												NOON													
1												1													
2												2													
3												3													
4												4													
5												5													
6												6													
7												7													
8												8													
9												9													
10												10													
11												11													
NOON												NOON													
1												1													
2												2													
3												3													
4												4													
5												5													
6												6													
7												7													
8												8													
9												9													
10												10													
11												11													
NOON												NOON													
1												1													
2												2													
3												3													
4												4													
5												5													
6												6													
7												7													
8												8													
9												9													
10												10													
11												11													
NOON												NO													

Check the time and enter name of place you reported and where released from work and when and where each change of duty occurred. Explain excess hours.

FROM:

TO:

Starting point or place

USE TIME STANDARD AT HOME TERMINAL

Destination or turn around point or place

© Copyright 1997 J. J. KELLER & ASSOCIATES, INC., Neenah, WI • USA • (800) 327-6868

Staff Ex
8

Driver's Daily Vehicle Inspection Report

§396.11(a) - Every motor carrier shall require its drivers to report, and every driver shall prepare a report in writing at the completion of each day's work on each vehicle operated.

Date: 11-13-99 Time: 1:00 A.M. P.M.

Check any defective item and give details under "Remarks"

TRACTOR No. 9518

- | | | |
|--|---|---|
| <input type="checkbox"/> Air Compressor | <input type="checkbox"/> Engine | <input type="checkbox"/> Reflectors |
| <input type="checkbox"/> Battery | <input type="checkbox"/> Fifth Wheel | <input type="checkbox"/> Safety Equipment |
| <input type="checkbox"/> Bells / Hoses | <input type="checkbox"/> Fire Extinguisher | <input type="checkbox"/> Springs |
| <input type="checkbox"/> Body | <input type="checkbox"/> Front Axle | <input type="checkbox"/> Steering |
| <input type="checkbox"/> Brake Accessories | <input type="checkbox"/> Fuel Tanks | <input type="checkbox"/> Tachograph / Trip Computer |
| <input type="checkbox"/> Brakes, Parking | <input type="checkbox"/> Heater | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Brakes, Service | <input type="checkbox"/> Horn | <input type="checkbox"/> Transmission |
| <input type="checkbox"/> Clutch | <input type="checkbox"/> Lights | <input type="checkbox"/> Underride Guard |
| <input type="checkbox"/> Coupling Devices | <input type="checkbox"/> Losses Water | <input type="checkbox"/> Warning Triangles/Flares |
| <input type="checkbox"/> Defroster | <input type="checkbox"/> Mirrors, Rear Vision | <input type="checkbox"/> Wheels and Rims |
| <input type="checkbox"/> Door Handles | <input type="checkbox"/> Oil Pressure | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Drive Line | <input type="checkbox"/> Radiator | <input type="checkbox"/> Windshield Wipers |
| <input type="checkbox"/> Emergency Equip. | <input type="checkbox"/> Rear End | <input type="checkbox"/> OTHER |

☐ CONDITION OF THE TRACTOR IS SATISFACTORY

TRAILER No. 9513

- | | | |
|--|---------------------------------------|--|
| <input type="checkbox"/> Brake Connections | <input type="checkbox"/> Hitch | <input type="checkbox"/> Springs |
| <input type="checkbox"/> Brakes | <input type="checkbox"/> Landing Gear | <input type="checkbox"/> Tarpaulin |
| <input type="checkbox"/> Coupling Chains | <input type="checkbox"/> Lights | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Coupling (King) Pin | <input type="checkbox"/> Reflectors | <input type="checkbox"/> Wheels and Rims |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Roof | <input type="checkbox"/> OTHER |
| <input type="checkbox"/> Floor | | |

☐ CONDITION OF THE TRAILER IS SATISFACTORY

REMARKS

Driver making report Alfred [Signature] (Signature)
 §396.11(c) - Prior to evaluating a motor vehicle, motor carriers or their agents shall effect repair of any items listed on the vehicle inspection report(s) that would be likely to affect the safety of operation of the vehicle.
 This is to certify that ☐ all defect(s) or deficiency(s) has/have been corrected
☐ correction is unnecessary for safe operation

(Signature of MOTOR CARRIER or its AGENT(s)) (Date)
 REVIEWING DRIVER - In accordance with §396.13, before driving motor vehicle I have satisfied myself that this vehicle is in safe operating condition and have reviewed the last vehicle inspection report issued. I have signed this report and acknowledge that there is a certification that the required repairs have been performed. (Signature not required if no defects noted.)

(Driver's Signature) (Date)

DRIVER'S DAILY LOG

ORIGINAL - Submit to Carrier
DUPLICATE - Retain in Possession for 8 Days

02-24-99
Month Day Year

Total mileage today

Total miles driving today

I certify these entries are true and correct:

Vehicle number(s) - Show each unit

Driver's signature in full

Name of co-driver

B & T EXPRESS INC.

Name of Carrier or Carriers

400 MILEY ROAD - NORTH LIMA, OH 44452

Main Office Address

Home Terminal Address

	MID-NIGHT	1	2	3	4	5	6	7	8	9	10	11	NOON	1	2	3	4	5	6	7	8	9	10	11	TOTAL HOURS
1: OFF DUTY																									24
2: SLEEPER BERTH																									0
3: DRIVING																									0
4: ON DUTY (NOT DRIVING)																									0
REMARKS	MID-NIGHT	1	2	3	4	5	6	7	8	9	10	11	NOON	1	2	3	4	5	6	7	8	9	10	11	24

Manifest No.

Commodity

Shipper

off Duty

Check the time and enter name of place you reported and where released from work and when and where each change of duty occurred. Explain excess hours.

FROM:

Starting point or place

TO:

Destination or turn around point or place

USE TIME STANDARD AT HOME TERMINAL

© Copyright 1997 J. J. KELLER & ASSOCIATES, INC., Neenah, WI • USA • (800) 327-6868

RECAP
Eligible Hrs.
Today

53.75

Minus Hrs.
Today

0

Subtotal

53.75

Hrs. gained
from 1st day
of 7 or 8
day period.

0

Eligible Hrs.
Tomorrow

53.75

Driver's Daily Vehicle Inspection Report

§396.11(a) - Every motor carrier shall require its drivers to report, and every driver shall prepare a report in writing at the completion of each day's work on each vehicle operated.

Date: _____ Time: _____ A.M. _____ P.M. _____
Check any defective item and give details under "Remarks"

TRACTOR NO.

- | | | |
|--|---|---|
| <input type="checkbox"/> Air Compressor | <input type="checkbox"/> Engine | <input type="checkbox"/> Reflectors |
| <input type="checkbox"/> Battery | <input type="checkbox"/> Fifth Wheel | <input type="checkbox"/> Safety Equipment |
| <input type="checkbox"/> Belts / Hoses | <input type="checkbox"/> Fire Extinguisher | <input type="checkbox"/> Springs |
| <input type="checkbox"/> Body | <input type="checkbox"/> Front Axle | <input type="checkbox"/> Steering |
| <input type="checkbox"/> Brake Accessories | <input type="checkbox"/> Fuel Tanks | <input type="checkbox"/> Tachograph / Trip Computer |
| <input type="checkbox"/> Brakes, Parking | <input type="checkbox"/> Heater | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Brakes, Service | <input type="checkbox"/> Horn | <input type="checkbox"/> Transmission |
| <input type="checkbox"/> Clutch | <input type="checkbox"/> Lights | <input type="checkbox"/> Underride Guard |
| <input type="checkbox"/> Coupling Devices | <input type="checkbox"/> Losses Water | <input type="checkbox"/> Warning Triangles/Flares |
| <input type="checkbox"/> Defroster | <input type="checkbox"/> Mirrors, Rear Vision | <input type="checkbox"/> Wheels and Rims |
| <input type="checkbox"/> Door Handles | <input type="checkbox"/> Oil Pressure | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Drive Line | <input type="checkbox"/> Radiator | <input type="checkbox"/> Windshield Wipers |
| <input type="checkbox"/> Emergency Equip. | <input type="checkbox"/> Rear End | <input type="checkbox"/> OTHER |

☐ CONDITION OF THE TRACTOR IS SATISFACTORY

TRAILER NO.

- | | | |
|--|---------------------------------------|--|
| <input type="checkbox"/> Brake Connections | <input type="checkbox"/> Hitch | <input type="checkbox"/> Springs |
| <input type="checkbox"/> Brakes | <input type="checkbox"/> Landing Gear | <input type="checkbox"/> Tarps/Tail |
| <input type="checkbox"/> Coupling Chains | <input type="checkbox"/> Lights | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Coupling (King) Pin | <input type="checkbox"/> Reflectors | <input type="checkbox"/> Wheels and Rims |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Roof | <input type="checkbox"/> OTHER |
| <input type="checkbox"/> Floor | | |

☐ CONDITION OF THE TRAILER IS SATISFACTORY

REMARKS

Driver making report _____ (Signature)
§396.11(c) - Prior to operating a motor vehicle, motor carriers or their agent(s) shall effect repair of any items listed on this vehicle inspection report(s) that would be likely to affect the safety of operation of the vehicle.
This is to certify that ☐ all defect(s) or deficiency(s) has/have been corrected
☐ correction is unnecessary for safe operation

REVIEWING DRIVER In accordance with 396.13, before driving motor vehicles I have satisfied myself that this vehicle is in safe operating condition and have forwarded the last vehicle inspection report required to be carried on power unit and acknowledge that there is a certain, when the following repairs have been performed. (Signature not required if no defects noted)

(Signature of MOTOR CARRIER or its AGENT(s))

This signature does not apply to motor vehicles _____ (Date)

(Driver's Signature)

DRIVER'S DAILY LOG

ORIGINAL - Submit to Carrier
DUPLICATE - Retain in Possession for 8 Days

12-25-99
Month Day Year

Total mileage today

I certify these entries are true and correct:

Vehicle numbers - Show each unit

Total miles driving today

Driver's signature in full

B & T EXPRESS INC.

Name of Carrier or Carriers

Name of co-driver

400 MILEY ROAD - NORTH LIMA, OH 44452

Main Office Address

Home Terminal Address

	MID-NIGHT	1	2	3	4	5	6	7	8	9	10	11	NOON	1	2	3	4	5	6	7	8	9	10	11	TOTAL HOURS
1: OFF DUTY																									24
2: SLEEPER BERTH																									8
3: DRIVING																									8
4: ON DUTY (NOT DRIVING)																									8
REMARKS	MID-NIGHT	1	2	3	4	5	6	7	8	9	10	11	NOON	1	2	3	4	5	6	7	8	9	10	11	24

Manifest No.

Commodity

Shipper

Check the time and enter name of place you reported and where released from work and when and where each change of duty occurred. Explain excess hours.

FROM:

Starting point or place

TO:

Destination or turn around point or place

USE TIME STANDARD AT HOME TERMINAL
© Copyright 1997 J. J. KELLER & ASSOCIATES, INC., Neenah, WI • USA • (800) 327-6658

RECAP
Eligible Hrs.
Today

53.2

Minus Hrs.
Today

0

Subtotal

53.2

Hrs. gained
from 1st day
of 7 or 8
day period.

0

Eligible Hrs.
Tomorrow

53.2

off Duty

Driver's Daily Vehicle Inspection Report

§396.11(a) - Every motor carrier shall require its drivers to report, and every driver shall prepare a report in writing at the completion of each day's work on each vehicle operated.

Date: _____ Time: _____ A.M. P.M.

Check any defective item and give details under "Remarks"

TRACTOR NO.

- | | | |
|--|---|---|
| <input type="checkbox"/> Air Compressor | <input type="checkbox"/> Engine | <input type="checkbox"/> Reflectors |
| <input type="checkbox"/> Battery | <input type="checkbox"/> Fifth Wheel | <input type="checkbox"/> Safety Equipment |
| <input type="checkbox"/> Belts / Hoses | <input type="checkbox"/> Fire Extinguisher | <input type="checkbox"/> Springs |
| <input type="checkbox"/> Body | <input type="checkbox"/> Front Axle | <input type="checkbox"/> Steering |
| <input type="checkbox"/> Brake Accessories | <input type="checkbox"/> Fuel Tanks | <input type="checkbox"/> Tachograph / Trip Computer |
| <input type="checkbox"/> Brakes, Parking | <input type="checkbox"/> Heater | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Brakes, Service | <input type="checkbox"/> Horn | <input type="checkbox"/> Transmission |
| <input type="checkbox"/> Clutch | <input type="checkbox"/> Lights | <input type="checkbox"/> Underdrive Guard |
| <input type="checkbox"/> Coupling Devices | <input type="checkbox"/> Losses Water | <input type="checkbox"/> Warning Triangles/Flares |
| <input type="checkbox"/> Defroster | <input type="checkbox"/> Mirrors, Rear Vision | <input type="checkbox"/> Wheels and Rims |
| <input type="checkbox"/> Door Handles | <input type="checkbox"/> Oil Pressure | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Drive Line | <input type="checkbox"/> Radiator | <input type="checkbox"/> Windshield Wipers |
| <input type="checkbox"/> Emergency Equip. | <input type="checkbox"/> Rear End | <input type="checkbox"/> OTHER |

☐ CONDITION OF THE TRACTOR IS SATISFACTORY

TRAILER NO.

- | | | |
|--|---------------------------------------|--|
| <input type="checkbox"/> Brake Connections | <input type="checkbox"/> Hitch | <input type="checkbox"/> Springs |
| <input type="checkbox"/> Brakes | <input type="checkbox"/> Landing Gear | <input type="checkbox"/> Tarpsaulin |
| <input type="checkbox"/> Coupling Chains | <input type="checkbox"/> Lights | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Coupling (King) Pin | <input type="checkbox"/> Reflectors | <input type="checkbox"/> Wheels and Rims |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Roof | <input type="checkbox"/> OTHER |
| <input type="checkbox"/> Floor | | |

☐ CONDITION OF THE TRAILER IS SATISFACTORY

REMARKS

Driver making report

§396.11(c) - Prior to operating a motor vehicle, motor carriers or their agent(s) shall effect repair of any items listed on the vehicle inspection report(s) that would be likely to affect the safety of operation of the vehicle.

This is to certify that ☐ all defect(s) or deficiency(s) has/have been corrected ☐ correction is unnecessary for safe operation

(Signature)

REVIEWING DRIVER - In accordance with 396.13, before driving motor vehicle I have satisfied myself that this vehicle is in safe operating condition and that I have caused the last vehicle inspection report required to be carried on power unit and acknowledge that there is a certification that the required repairs have been performed. (Signature not required if no defects noted)

(Signature of MOTOR CARRIER or its AGENT(s))

(Date)

This signature does not apply to tractor(s)

(Date)

DRIVER'S DAILY LOG

ORIGINAL - Submit to Carrier
DUPLICATE - Retain in Possession for 8 Days

12-26-99
Month Day Year

Total mileage today

I certify these entries are true and correct:

Vehicle numbers - Show each unit

Total miles driving today

Driver's signature in full

Name of co-driver

B & T EXPRESS INC.

Name of Carrier or Carriers

400 MILEY ROAD - NORTH LIMA, OH 44452

Main Office Address

Home Terminal Address

	MID-NIGHT	1	2	3	4	5	6	7	8	9	10	11	NOON	1	2	3	4	5	6	7	8	9	10	11	TOTAL HOURS
1: OFF DUTY																									24
2: SLEEPER BERTH																									0
3: DRIVING																									0
4: ON DUTY (NOT DRIVING)																									0
REMARKS	MID-NIGHT	1	2	3	4	5	6	7	8	9	10	11	NOON	1	2	3	4	5	6	7	8	9	10	11	24

Manifest No.

Commodity

Shipper

Check the time and enter name of place you reported and where released from work and when and where each change of duty occurred. Explain excess hours.

FROM:

Starting point or place

TO:

Destination or turn around point or place

USE TIME STANDARD AT HOME TERMINAL

© Copyright 1997 J. J. KELLER & ASSOCIATES, INC., Neenah, WI • USA • (800) 327-5868

RECAP
Eligible Hrs.
Today

Minus Hrs.
Today

Subtotal

Hrs. gained
from 1st day
of 7 or 8
day period.

Eligible Hrs.
Tomorrow

53.25

Off Duty

Driver's Daily Vehicle Inspection Report

§396.11(a) - Every motor carrier shall require its drivers to report, and every driver shall prepare a report in writing at the completion of each day's work on each vehicle operated.

Date: _____ Time: _____ A.M. _____ P.M.

Check any defective item and give details under "Remarks"

TRACTOR No.

- | | | |
|--|---|---|
| <input type="checkbox"/> Air Compressor | <input type="checkbox"/> Engine | <input type="checkbox"/> Reflectors |
| <input type="checkbox"/> Battery | <input type="checkbox"/> Fifth Wheel | <input type="checkbox"/> Safety Equipment |
| <input type="checkbox"/> Belts / Hoses | <input type="checkbox"/> Fire Extinguisher | <input type="checkbox"/> Springs |
| <input type="checkbox"/> Body | <input type="checkbox"/> Front Axle | <input type="checkbox"/> Steering |
| <input type="checkbox"/> Brake Accessories | <input type="checkbox"/> Fuel Tanks | <input type="checkbox"/> Tachograph / Trip Computer |
| <input type="checkbox"/> Brakes, Parking | <input type="checkbox"/> Heater | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Brakes, Service | <input type="checkbox"/> Horn | <input type="checkbox"/> Transmission |
| <input type="checkbox"/> Clutch | <input type="checkbox"/> Lights | <input type="checkbox"/> Underbody Guard |
| <input type="checkbox"/> Coupling Devices | <input type="checkbox"/> Losses Water | <input type="checkbox"/> Warning Triangles/Flares |
| <input type="checkbox"/> Defroster | <input type="checkbox"/> Mirrors, Rear Vision | <input type="checkbox"/> Wheels and Rims |
| <input type="checkbox"/> Door Handles | <input type="checkbox"/> Oil Pressure | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Drive Line | <input type="checkbox"/> Radiator | <input type="checkbox"/> Windshield Wipers |
| <input type="checkbox"/> Emergency Equip. | <input type="checkbox"/> Rear End | <input type="checkbox"/> OTHER |

☐ CONDITION OF THE TRACTOR IS SATISFACTORY

TRAILER No.

- | | | |
|--|---------------------------------------|--|
| <input type="checkbox"/> Brake Connections | <input type="checkbox"/> Hitch | <input type="checkbox"/> Springs |
| <input type="checkbox"/> Brakes | <input type="checkbox"/> Landing Gear | <input type="checkbox"/> Tarpaulin |
| <input type="checkbox"/> Coupling Chains | <input type="checkbox"/> Lights | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Coupling (King) Pin | <input type="checkbox"/> Reflectors | <input type="checkbox"/> Wheels and Rims |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Roof | <input type="checkbox"/> OTHER |
| <input type="checkbox"/> Floor | | |

☐ CONDITION OF THE TRAILER IS SATISFACTORY

REMARKS

Driver making report

(Signature)

§396.11(c) - Prior to operating a motor vehicle, motor carriers or their agent(s) shall effect repair of any items listed on the vehicle inspection report(s) that would be likely to affect the safety of operation of the vehicle.

This is to certify that ☐ all defect(s) or deficiency(s) has/have been corrected ☐ correction is unnecessary for safe operation

(Signature of MOTOR CARRIER or its AGENT(s))

(Date)

REVIEWING DRIVER - In accordance with 396.13, before driving motor vehicle, I have satisfied myself that this vehicle is in safe operating condition and have reviewed the last vehicle inspection report required to be completed and acknowledge that there is a certification that the required repairs have been performed. (Signature not required if no defects noted)

(Driver's Signature)

(Date)

This signature does not apply to listed defects.

DRIVER'S DAILY LOG

ORIGINAL - Submit to Carrier
DUPLICATE - Retain in Possession for 8 Days

12-27-99
Month Day Year

Total mileage today

Total miles driving today

I certify these entries are true and correct:

Vehicle numbers - Show each unit

Driver's signature in full

Name of co-driver

B & T EXPRESS INC.

Name of Carrier or Carriers

400 MILEY ROAD - NORTH LIMA, OH 44452

Main Office Address

Home Terminal Address

	MID-NIGHT	1	2	3	4	5	6	7	8	9	10	11	NOON	1	2	3	4	5	6	7	8	9	10	11	TOTAL HOURS
1: OFF DUTY																									24
2: SLEEPER BERTH																									0
3: DRIVING																									0
4: ON DUTY (NOT DRIVING)																									0
REMARKS																									24

Manifest No.

Commodity

Shipper

Check the time and enter name of place you reported and where released from work and when and where each change of duty occurred. Explain excess hours.

FROM:

Starting point or place

TO:

Destination or turn around point or place

USE TIME STANDARD AT HOME TERMINAL

© Copyright 1997 J. J. KELLER & ASSOCIATES, INC., Neenah, WI • USA • (800) 327-6868

RECAP
Eligible Hrs.
Today

Minus Hrs.
Today

Subtotal

Hrs. gained
from 1st day
of 7 or 8
day period.

Eligible Hrs.
Tomorrow

off Duty

53.75

53.75

53.75

Driver's Daily Vehicle Inspection Report

§396.11(a) - Every motor carrier shall require its drivers to report, and every driver shall prepare a report in writing at the completion of each day's work on each vehicle operated.

Date: _____ Time: _____ A.M. _____ P.M.
Check any defective item and give details under "Remarks"

TRACTOR No.

- | | | |
|---|---|---|
| <input type="checkbox"/> Air Compressor | <input type="checkbox"/> Engine | <input type="checkbox"/> Reflectors |
| <input type="checkbox"/> Battery | <input type="checkbox"/> Fifth Wheel | <input type="checkbox"/> Safety Equipment |
| <input type="checkbox"/> Bells / Hoses | <input type="checkbox"/> Fire Extinguisher | <input type="checkbox"/> Springs |
| <input type="checkbox"/> Body | <input type="checkbox"/> Front Axle | <input type="checkbox"/> Steering |
| <input type="checkbox"/> Brake Accessories | <input type="checkbox"/> Fuel Tanks | <input type="checkbox"/> Tachograph / Trip Computer |
| <input type="checkbox"/> Brakes, Parking | <input type="checkbox"/> Heater | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Brakes, Service | <input type="checkbox"/> Horn | <input type="checkbox"/> Transmission |
| <input type="checkbox"/> Clutch | <input type="checkbox"/> Lights | <input type="checkbox"/> Underride Guard |
| <input type="checkbox"/> Coupling Devices | <input type="checkbox"/> Losses Water | <input type="checkbox"/> Warning Triangles/Flares |
| <input type="checkbox"/> Defroster | <input type="checkbox"/> Mirrors, Rear Vision | <input type="checkbox"/> Wheels and Rims |
| <input type="checkbox"/> Door Handles | <input type="checkbox"/> Oil Pressure | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Drive Line | <input type="checkbox"/> Radiator | <input type="checkbox"/> Windshield Wipers |
| <input type="checkbox"/> Emergency Equip. 1 | <input type="checkbox"/> Rear End | <input type="checkbox"/> OTHER |

☐ CONDITION OF THE TRACTOR IS SATISFACTORY

TRAILER No.

- | | | |
|--|---------------------------------------|--|
| <input type="checkbox"/> Brake Connections | <input type="checkbox"/> Hitch | <input type="checkbox"/> Springs |
| <input type="checkbox"/> Brakes | <input type="checkbox"/> Landing Gear | <input type="checkbox"/> Tarps/aulin |
| <input type="checkbox"/> Coupling Chains | <input type="checkbox"/> Lights | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Coupling (King) Pin | <input type="checkbox"/> Reflectors | <input type="checkbox"/> Wheels and Rims |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Roof | <input type="checkbox"/> OTHER |
| <input type="checkbox"/> Floor | | |

☐ CONDITION OF THE TRAILER IS SATISFACTORY

REMARKS

Driver making report _____ (Signature)
§396.11(c) - Prior to operating a motor vehicle, motor carriers or their agent(s) shall effect repair of any items listed on this vehicle inspection report(s) that would be likely to affect the safety of operation of the vehicle.
This is to certify that ☐ all defect(s) or deficiency(s) has/have been corrected
☐ correction is unnecessary for safe operation

REVIEWING DRIVER - In accordance with 306.13, before driving motor vehicles I have satisfied myself that this vehicle is in safe operating condition and have reviewed the last vehicle inspection report required to be carried on power unit and acknowledge that there is a certificate that the required repairs have been performed (Signature not required if no defects noted)

(Signature of MOTOR CARRIER or its AGENT(s)) (Date)

(Driver's Signature) (Date)
This signature does not apply to listed defects on a motor vehicle.

DRIVER'S DAILY LOG

ORIGINAL - Submit to Carrier
DUPLICATE - Retain in Possession for 8 Days

12-28-99
Month Day Year

325
Total mileage today
325
Total miles driving today

I certify these entries are true and correct:

Vehicle numbers - Show each unit

Driver's signature in full

Name of co-driver

B & T EXPRESS INC.

Name of Carrier or Carriers

400 MILEY ROAD - NORTH LIMA, OH 44452

Main Office Address

Home Terminal Address

	MID-NIGHT	1	2	3	4	5	6	7	8	9	10	11	NOON	1	2	3	4	5	6	7	8	9	10	11	TOTAL HOURS
1: OFF DUTY																									10.50
2: SLEEPER BERTH																									4
3: DRIVING																									6.50
4: ON DUTY (NOT DRIVING)																									3
																									24

REMARKS

840425686
Manifest No.

840713074
Commodity

Shipper

Check the time and enter name of place you reported and where released from work and when and where each change of duty occurred. Explain excess hours.

FROM:

Starting point or place

TO:

Destination or turn around point or place

USE TIME STANDARD AT HOME TERMINAL

© Copyright 1997 J. J. KELLER & ASSOCIATES, INC., Neenah, WI • USA • (800) 327-6668

RECAP
Eligible Hrs.
Today

53.0

Minus Hrs.
Today

9.50

Subtotal

43.7

Hrs. gained
from 1st day
of 7 or 8
day period.

2.75

Eligible Hrs.
Tomorrow

46.5

Driver's Daily Vehicle Inspection Report

§396.11(a) - Every motor carrier shall require its drivers to report, and every driver shall prepare a report in writing at the completion of each day's work on each vehicle operated.

Date: 11/11/11 Time: 4:30 A.M. / P.M.

Check any defective item and give details under "Remarks"

TRACTOR No. 9114

- | | | |
|--|--|---|
| <input type="checkbox"/> Air Compressor | <input type="checkbox"/> Engine | <input type="checkbox"/> Reflectors |
| <input type="checkbox"/> Battery | <input type="checkbox"/> Fifth Wheel | <input type="checkbox"/> Safety Equipment |
| <input type="checkbox"/> Belts / Hoses | <input type="checkbox"/> Fire Extinguisher | <input type="checkbox"/> Springs |
| <input type="checkbox"/> Body | <input type="checkbox"/> Front Axle | <input type="checkbox"/> Steering |
| <input type="checkbox"/> Brake Accessories | <input type="checkbox"/> Fuel Tanks | <input type="checkbox"/> Tachograph / Trip Computer |
| <input type="checkbox"/> Brakes, Parking | <input type="checkbox"/> Heater | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Brakes, Service | <input type="checkbox"/> Horn | <input type="checkbox"/> Transmission |
| <input type="checkbox"/> Clutch | <input type="checkbox"/> Lights | <input type="checkbox"/> Underride Guard |
| <input type="checkbox"/> Coupling Devices | <input type="checkbox"/> Losses Water | <input type="checkbox"/> Warning Triangles/Flares |
| <input type="checkbox"/> Defroster | <input type="checkbox"/> Mirrors, Rear, Vision | <input type="checkbox"/> Wheels and Rims |
| <input type="checkbox"/> Door Handles | <input type="checkbox"/> Oil Pressure | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Drive Line | <input type="checkbox"/> Radiator | <input type="checkbox"/> Windshield Wipers |
| <input type="checkbox"/> Emergency Equip. | <input type="checkbox"/> Rear End | <input type="checkbox"/> OTHER |

☐ CONDITION OF THE TRACTOR IS SATISFACTORY

TRAILER No. 91511A

- | | | |
|--|---------------------------------------|--|
| <input type="checkbox"/> Brake Connections | <input type="checkbox"/> Hitch | <input type="checkbox"/> Springs |
| <input type="checkbox"/> Brakes | <input type="checkbox"/> Landing Gear | <input type="checkbox"/> Tarps/In |
| <input type="checkbox"/> Coupling Chains | <input type="checkbox"/> Lights | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Coupling (King) Pin | <input type="checkbox"/> Reflectors | <input type="checkbox"/> Wheels and Rims |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Roof | <input type="checkbox"/> OTHER |
| <input type="checkbox"/> Floor | | |

☐ CONDITION OF THE TRAILER IS SATISFACTORY

REMARKS

Driver making report [Signature] (Signature)
 §396.11(c) - Prior to operating a motor vehicle, motor carriers or their agent(s) shall effect repair of any items listed on the vehicle inspection report(s) that would be likely to affect the safety of operation of the vehicle.
 This is to certify that ☐ all defect(s) or deficiency(s) has/have been corrected
☐ correction is unnecessary for safe operation

(Signature of MOTOR CARRIER or its AGENT(s))
 REVIEWING DRIVER - In accordance with 396.13, before driving motor vehicle, I have satisfied myself that this vehicle is in safe operating condition and have prepared this inspection report required to be carried on power unit and acknowledge that there is a certification that the required repairs have been performed. (Signature not required if no defects noted)

(Driver's Signature)

DRIVER'S DAILY LOG

ORIGINAL - Submit to Carrier
DUPLICATE - Retain in Possession for 8 Days

12-29-97
Month Day Year

225
Total mileage today
225
Total miles driving today

I certify these entries are true and correct:

9512/9512A
Vehicle numbers - Show each unit

Driver's signature in full

Name of co-driver

B & T EXPRESS INC.

Name of Carrier or Carriers

400 MILEY ROAD - NORTH LIMA, OH 44452

Main Office Address

Home Terminal Address

	MID-NIGHT	1	2	3	4	5	6	7	8	9	10	11	NOON	1	2	3	4	5	6	7	8	9	10	11	TOTAL HOURS
1: OFF DUTY																									14
2: SLEEPER BERTH																									4
3: DRIVING																									4.50
4: ON DUTY (NOT DRIVING)																									1.50
																									24

REMARKS

025-L-2503
Manifest No.

Commodity

Shipper

Check the time and enter name of place you reported and where released from and when and where each change of duty occurred. Explain excess hours.

FROM:

Starting point or place

TO:

Destination or turn around point or place

USE TIME STANDARD AT HOME TERMINAL

© Copyright 1997 J. J. KELLER & ASSOCIATES, INC., Neenah, WI • USA • (800) 327-6868

RECAP
Eligible Hrs.
Today

46.5

Minus Hrs.
Today

6

Subtotal

46.5

Hrs. gained
from 1st day
of 7 or 8
day period.

14.5

Eligible Hrs.
Tomorrow

55

Driver's Daily Vehicle Inspection Report

§396.11(a) - Every motor carrier shall require its drivers to report, and every driver shall prepare a report in writing at the completion of each day's work on each vehicle operated.

Date: 11-22-87 Time: 4:30 P.M.

Check any defective item and give details under "Remarks"

TRACTOR No.

- | | | |
|--|---|---|
| <input type="checkbox"/> Air Compressor | <input type="checkbox"/> Engine | <input type="checkbox"/> Reflectors |
| <input type="checkbox"/> Battery | <input type="checkbox"/> Fifth Wheel | <input type="checkbox"/> Safety Equipment |
| <input type="checkbox"/> Belts / Hoses | <input type="checkbox"/> Fire Extinguisher | <input type="checkbox"/> Springs |
| <input type="checkbox"/> Body | <input type="checkbox"/> Front Axle | <input type="checkbox"/> Steering |
| <input type="checkbox"/> Brake Accessories | <input type="checkbox"/> Fuel Tanks | <input type="checkbox"/> Tachograph / Trip Computer |
| <input type="checkbox"/> Brakes, Parking | <input type="checkbox"/> Heater | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Brakes, Service | <input type="checkbox"/> Horn | <input type="checkbox"/> Transmission |
| <input type="checkbox"/> Clutch | <input type="checkbox"/> Lights | <input type="checkbox"/> Underbody Guard |
| <input type="checkbox"/> Coupling Devices | <input type="checkbox"/> Losses Water | <input type="checkbox"/> Warning Triangles/Flares |
| <input type="checkbox"/> Defroster | <input type="checkbox"/> Mirrors, Rear Vision | <input type="checkbox"/> Wheels and Rims |
| <input type="checkbox"/> Door Handles | <input type="checkbox"/> Oil Pressure | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Drive Line | <input type="checkbox"/> Radiator | <input type="checkbox"/> Windshield Wipers |
| <input type="checkbox"/> Emergency Equip. | <input type="checkbox"/> Rear End | <input type="checkbox"/> OTHER |

☐ CONDITION OF THE TRACTOR IS SATISFACTORY

TRAILER No.

- | | | |
|--|---------------------------------------|--|
| <input type="checkbox"/> Brake Connections | <input type="checkbox"/> Hitch | <input type="checkbox"/> Springs |
| <input type="checkbox"/> Brakes | <input type="checkbox"/> Landing Gear | <input type="checkbox"/> Tarpsaulin |
| <input type="checkbox"/> Coupling Chains | <input type="checkbox"/> Lights | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Coupling (King) Pin | <input type="checkbox"/> Reflectors | <input type="checkbox"/> Wheels and Rims |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Roof | <input type="checkbox"/> OTHER |
| <input type="checkbox"/> Floor | | |

☐ CONDITION OF THE TRAILER IS SATISFACTORY

REMARKS

Driver making report Ellen A. [Signature] (Signature)
 §396.11(c) - Prior to operating a motor vehicle, motor carriers or their agent(s) shall effect repair of any items listed on this vehicle inspection report(s) that would be likely to affect the safety of operation of the vehicle.
 This is to certify that ☐ all defect(s) or deficiency(s) has/have been corrected
☐ correction is unnecessary for safe operation

REVIEWING DRIVER - In accordance with 296.13, before driving motor vehicle, have satisfied myself that this vehicle is in safe operating condition and have reviewed the List Vehicle Inspection report required to be completed on power unit and acknowledge that there is a certificate that the required repairs have been performed. (Signature not required if no defects noted)

(Signature of MOTOR CARRIER or its AGENT(s))

(Date)

This signed and does not apply to inspection

(Date)



Staff Ex 9

P.O. BOX 468
NORTH LIMA, OHIO 44452

(330) 549-0000
1-800-888-2689
FAX: (330) 549-0029

January 13, 2000

Mr. Gary Wymer
9147 Maumee-Western Road
Monclova, Ohio

CERTIFIED MAIL Z 324 139 761

Dear Mr. Wymer:

This letter is to confirm the fact that B & T Express, Inc. has officially terminated your lease agreement number 120 as of January 4, 2000.

Please return your lease, signed off. This will return jurisdiction of equipment to you. You are also instructed to remove our signs from your equipment.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jerry McCullough".

Jerry McCullough
Safety Director

JM:bam

ANNUAL D.O.T. INSPECTION

(To be used for self inspection, or third party inspection)

NOTICE: Inspector Qualification Certification must be on file with the Motor Carrier prior to completing inspection

Staff
EX. 10

VEHICLE IDENTIFICATION: 9512 336613 R98832-TX
FLEET NUMBER MFG's VIN LICENSE NUMBER
YEAR 1993 MAKE PETERBUILT MILEAGE READING 804866
CARRIER'S NAME B & T Express, Inc. CARRIER'S ADDRESS 400 Miley Road
LOCATION WHERE INSPECTION REPORT IS RETAINED North Lima, Ohio 44452

COMPONENTS INSPECTED	DATE PASSED	DATE REJECTED	DATE REPAIRED
BRAKE SYSTEM	12-22-99	1 1	1 1
COUPLING DEVICES	12-22-99	1 1	1 1
EXHAUST SYSTEM	12-22-99	1 1	1 1
FUEL SYSTEM	12-22-99	1 1	1 1
LIGHTING DEVICES	12-22-99	1 1	1 1
SAFE LOADING	12-22-99	1 1	1 1
STEERING MECHANISM	12-22-99	1 1	1 1
SUSPENSION	12-22-99	1 1	1 1
FRAME	12-22-99	1 1	1 1
TIRES	12-22-99	1 1	1 1
WHEELS & RIMS	12-22-99	1 1	1 1
WINDSHIELD GLAZING	12-22-99	1 1	1 1
WINDSHIELD WIPERS	12-22-99	1 1	1 1

This vehicle must be re-inspected on or before (date) 12-22-00
(Cannot exceed 12 months from first date shown)

I hereby certify that I am qualified, and my qualifications are on file with the motor carrier, and I have accurately completed the above inspection on the date(s) shown above in compliance with Regulation Part 396, Appendix G to Subchapter B.

12-22-99
DATE

Alfred C. Shives
SIGNATURE OF INSPECTOR

Alfred Shives
PRINTED NAME OF INSPECTOR

I hereby certify that the person who made the above inspection was competent and qualified.

DATE

SIGNATURE OF INSPECTOR'S SUPERVISOR

Supt. Maint. Sam Traficanti

TITLE

PRINTED NAME OF SUPERVISOR

The original or a copy of this report must be retained by the motor carrier or other entity who is responsible for the inspection for a period of fourteen (14) months from the date of the inspection. The original or a copy of the inspection report shall be retained where the vehicle is either housed or maintained. A copy of the inspection report should be carried in the inspected vehicle.

RECEIVED, subject to the classification and liability filed herein in effect on the date of the issue of this Bill of Lading.

The property described herein, in apparent good order, except as noted hereon, is consigned to the carrier by the shipper, and the carrier shall deliver the same to the consignee in the same order and condition as received, and the carrier shall be responsible for the same until it is delivered to the consignee. It is hereby agreed, on the part of the shipper, that the property is being shipped under the terms and conditions of the Uniform Freight Classification in effect on the date hereof, and that the shipper shall be responsible for the same until it is delivered to the consignee. It is further agreed, on the part of the carrier, that the property is being shipped under the terms and conditions of the Uniform Freight Classification in effect on the date hereof, and that the carrier shall be responsible for the same until it is delivered to the consignee.

CARRIER'S NO.

Subject to Section 7 of condition, of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the carrier, the consignee shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

FROM
AT
Wheeling Corrugating Company
A DIVISION OF WHEELING-PITTSBURGH STEEL CORPORATION

CTG BB, WV

PLANT

SHIPPER'S NUMBER MUST BE SHOWN ON ALL FREIGHT BILLS AND/OR CORRESPONDENCE. PAGE: 1

NAME OF CARRIER

SHIPPER'S NUMBER

ORDER NUMBER

0/27/99 B & T EXPRESS INC

551018

(Mail or street address of consignee for purposes of notification only.)

CONSIGNEE TO

551018

ICC GARY

STATE

COUNTY

DESTINATION

IN 46401

DELIVERY ADDRESS

(To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

2ND & MISSISSIPPI AVES
ROUTE

DELIVERING CARRIER

CAR OF BARGE INITIAL & NUMBER

TYPE OF CAR

LENGTH OF CAR

CAPACITY OF CAR

VEHICLE LICENSE

Number Packages

KIND OF PACKAGE, DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS

*Shipper's Weight Subject to Correction

Class or Rate

✓

STOP #: 001

WCC GARY

2ND & MISSISSIPPI AVES
GARY

IN 46401

CUST SIGNATURE: _____

55-609281

50000

2 COIL

TOTAL STOP WEIGHT

50000.00

PRO # 22837 WEIGHT 50,000

DRIVER # Bulen RATE 137

UNIT # 9814 COL/PPD Pro

TRAILER # 78 PAY % 78

TERMINAL IN AGENT # 1

TRUCK DEPARTED

PATROLMAN

DRIVER'S SIGNATURE

GROSS WEIGHT

NET WEIGHT

50000.00

*This shipment is correctly described.

Correct Weight is shown above and is Subject to Verification by the Eastern Weighing and Inspection Bureau According to Agreement.

*Shipper's Imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." If the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

For Wheeling Corrugating Company, Shipper
A Division of Wheeling-Pittsburgh Steel Corporation

Agent, Per

Permanent post office address of shipper, 1134 MARKET ST., WHEELING, W. VA. 26003

SHIPPING ORDER

LOADING OF IRON AND STEEL ON HIGHWAY VEHICLES

That the material described hereon was loaded and braced to conform to my instructions and that I am, legally able to transport the net weight tendered.

CARRIER

AGENT, Per (Driver's Signature)

The Fibre Boxes used for this shipping conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.



Ohio State Highway Patrol
Office of Licensing and Commercial Standards
1970 West Broad St.
Columbus, Ohio 43223
Phone 614-466-3682

DRIVER VEHICLE INSPECTION REPORT
Report #: OHKW300058C
Date: 10/26/99
Time Started: 11:05 Time Ended: 12:05
Insp. Level: 1-(Full Inspection)

B&T EXPRESS INC
400 MILEY ROAD
NORTH LIMA, OH 44452
ICC #: 194598
Phone #: 18008882689

DOT #: 285442
Fax #:

Driver: BENTLEY, CHRISTOPHER L.
License #: RM972512
DOB: 10/15/70
State #: OH
State #: OH
Cargo: EMPTY

Location: ROAD PATROL
Highway: 7
Shipper:

MilePost:
County: JEFFERSON

Origin:
Destination:
Shipping Paper #:

VEHICLE IDENTIFICATION

Unit	Type	Make	Yr	Company	License	State	CVSA #	Haz Code/Class	Qty	Wgt
1	TT	INTL	92	8868	TIR8816	OH				
2	ST	TRAO	94	4507	T539GV	OH				

HAZARDOUS MATERIALS

BRAKE ADJUSTMENTS

Axle #	1	2	3	4	5
Right	1 7/8	2 1/8	2 1/4	1 1/4	1 1/4
Left	1	1 3/4	2	1 7/8	1 3/8
Chamber	C-20	C-30	C-30	C-30	C-30

VIOLATIONS

Violation Code	Sr	Unit	OOS	Citation #	Verify	Violations Discovered
395.3(a)(1)		D	N		N	10 hour rule violation/ 10/19/99, DRIVING TIME FROM 11:00 AM TO 6:00 PM.
395.3(a)(2)		D	N		N	15 hour rule violation/ 10/19/99, DRIVING TIME FROM 10:00 AM TO 6:00 PM.
393.209(d)		1	N		N	Steering system components worn/ LEFT TIE ROD END.
396.3A1BA		1	Y		U	Brake-out of adjustment 1R (O/S)..
396.3A1BA		1	N		N	Brake-out of adjustment 2R (O/S)..
396.3A1BA		1	N		N	Brake-out of adjustment 3R (O/S)..
393.67		1	Y		U	Fuel tank requirement violation/ TANK LEAKING FUEL (O/S).

Consignor: Interstate Shipment: N For-Hire Carrier: Y SSN: 288849753 Drvr Street Address: 7664 FARR ST EX 10
Drvr City: ROGERS Drvr State: OH Drvr ZIP: 44455 Seal Broken for Inspection: N Original Seal No.:
Replacement Seal No.: HM Incident/Accident: N Placards Displayed: N Placards offered by shipper: N
Ship. docs. prep by carrier: N Ship. docs. prep. by shipper: N Loaded by Shipper: N Loaded by carrier: N
Tank Spec. No.: Haz Class A: ID No. A: Gross Wt. A: Haz Class B: ID No. B: Gross Wt. B:
Haz Class C: ID No. C: Gross Wt. C: Haz Class D: ID No. D: Gross Wt. D: Haz Class E:
ID No. E: Gross Wt. E: Photos Taken: N Photo Ref No: Supplemental Report: N Paper Rpt Number:

I hereby declare the vehicle(s) so marked above to be OUT OF SERVICE. No person shall remove the OUT OF SERVICE stickers applied to this vehicle, if any, nor operate such vehicle until the out of service defects have been repaired and the vehicle(s) rest.

NOTE TO DRIVER/MECHANIC: This report must be furnished WITHIN 24 HOURS to the motor carrier whose name appears at the top of this report. NOTE TO MOTOR CARRIERS: Sign the certification below and the one on the back of this form, and return this report to the address which appears on the other side of this report within 15 days.

Signature of Repairer: X Facility: Date:

CARRIER CERTIFICATION: [This certification and the one on the back of this form MUST BE SIGNED by the motor carrier and RETURNED WITHIN 15 DAYS if any mechanical violations are listed above.] "The undersigned certifies that all mechanical violations listed on this report have been corrected and action taken to assure compliance with the Motor Carrier Safety and FM Regulations insofar as they are applicable to motor carriers and drivers."

Signature of Carrier Official: X Date:

Report Prepared By:

JOHNSON, S.C.

X

Badge #:

3234

Copy Received By:

CHRISTOPHER L. BENTLEY

X

Page #: 1

Last Page

STAFF EXHIBIT

Ohio State Highway Patrol
Office of Licensing and Commercial Standards
1970 West Broad St.
Columbus, Ohio 43223
Phone 614-466-3682

DRIVER VEHICLE INSPECTION REPORT
Report #: OHKW300058
Date: 10/26/99
Time Started: 11:05 Time Ended: 12:05
Insp. Level: 1 (Full Inspection)

B&T EXPRESS INC
400 MILEY ROAD
NORTH LIMA, OH 44452
ICC #: 194598

DOT #: 285442

Driver: BENTLEY, CHRISTOPHER L
License #: RM972512
DOB: 10/15/70 State: OH
State #:

NOTES

TROOPER ASSIST INSPECTION. TROOPER #1184. CALL TO SR 213 RT 7 JCT., REST AREA. VEHICLE PARKED IN REST AREA, DRIVER WAS SLEEPING IN SLEEPER BIRTH. VEHICLE WAS LEAKING FUEL FROM RIGHT FUEL TANK. VEHICLE ALSO HAD BRAKES OUT OF ADJUSTMENT..

Report Prepared By:

JOHNSON, S.C.

X

Badge #:

3234

Copy Received By:

CHRISTOPHER L. BENTLEY

X

Page #: 1

Last Page



Ohio State Highway Patrol
Office of Licensing and Commercial Standards
1970 West Broad St.
Columbus, Ohio 43223
Phone 614-466-3682

DRIVER VEHICLE INSPECTION REPORT
Report #: OHKG300521
Date: 04/26/00
Time Started: 19:21 Time Ended: 21:31
Insp. Level: 2 (Walk-Around Inspection)

B&T EXPRESS INC
400 MILEY ROAD
NORTH LIMA, OH 44452
ICC #: 194598
Phone #: 18008882689

DOT #: 285442
Fax #:

Driver: FARMER, JACK D
License #: RR311489
DOB: 05/19/44
State #:
Cargo: METAL: COILS

State: OH

Location: ROAD PATROL
Highway: 11
Shipping: WHEELING-PITTSBURGH STEEL CORP

MilePost: 14
County: COLUMBIANA

Origin: STEUBENVILLE, OH
Destination: VALLEY CITY, OH
Shipping Paper #: 019-D-1249

VEHICLE IDENTIFICATION

Unit	Type	Make	Yr	Company
1	TT	INTL	89	9592
2	ST	UNK	00	9592A

License	State
PUC8375	OH
TLS2978	OH

CVSA #

HAZARDOUS MATERIALS

HM Code/Class	Qty	Wst
---------------	-----	-----

BRAKE ADJUSTMENTS

Axle #
Right
Left
Chamber

VIOLATIONS

Violation Code	St	Unit	OOS	Citation #	Verify	Violations Discovered
4513.34	X	D	N		N	Violation special hauling permit provisions. Trooper #959 gave warning for axle violation. Vehicle had permit for 5 axles and 6 axles on ground.
392.9		D	N		N	Driver load secure. Driver had more chains but only had 2 chains on each coil.
393.209(e)		1	N		N	Power steering violations. Leaking fluid.
393.207(a)		1	N		N	Axle positioning parts defective spring hanger on axle 3 front hanger cracked.
393.102		2	Y		U	Improper securement system (tiedown assembly) 2 coils with only 2 chains through eye when more needed. (Notes)

Consignee : SHILOH CORP/ VALLEY CITY STEEL Interstate Shipment : N For-Hire Carrier : Y SSN : 296442322
Drvr Street Address : 5793 GAMBLE RD. Drvr City : LISBON Drvr State : OH Drvr ZIP : 44432
Seal Broken for Inspection : N Original Seal No. : Replacement Seal No. : HM Incident/Accident : N
Placards Displayed : N Placards offered by shipper : N Ship. docs. prep by carrier : N
Ship. docs. prep. by shipper : N Loaded by Shipper : N Loaded by carrier : N Tank Spec. No. : HazClass A :
ID No. A : Gross Wt. A : Haz Class B : ID No. B : Gross Wt B : Haz Class C : ID No. C :
Gross Wt C : Haz Class D : ID No. D : Gross Wt D : Haz Class E : ID No. E : Gross Wt. E :
Photos Taken : N Photo Ref No : Supplemental Report : N PaperRptNumber :

I hereby declare the vehicle(s) so marked above to be OUT OF SERVICE. No person shall remove the OUT OF SERVICE stickers applied to this vehicle, if any, nor operate such vehicle until the out of service defects have been repaired and the vehicle(s) rest

NOTE TO DRIVER/MECHANIC: This report must be furnished WITHIN 24 HOURS to the motor carrier whose name appears at the top of this report. NOTE TO MOTOR CARRIERS: Sign the certification below and the one on the back of this form, and return this report to the address which appears on the other side of this report within 15 days.

Signature of Repairer: X Facility: Date:

CARRIER CERTIFICATION: [This certification and the one on the back of this form MUST BE SIGNED by the motor carrier and RETURNED WITHIN 15 DAYS if any mechanical violations are listed above.] "The undersigned certifies that all mechanical violations listed on this report have been corrected and action taken to assure compliance with the Motor Carrier Safety and HM Regulations insofar as they are applicable to motor carriers and drivers."

Signature of Carrier Official: X Date:

Report Prepared By:
WALKER, M.J.

Badge #:
3258

Copy Received By:
JACK D. FARMER

Page #: 1
Last Page

X

X



Ohio State Highway Patrol
Office of Licensing and Commercial Standards
1970 West Broad St.
Columbus, Ohio 43223
Phone 614-466-3682

STAFF EXHIBIT

DRIVER VEHICLE INSPECTION REPORT
Report #: OHKG300521
Date: 04/26/00
Time Started: 19:21 Time Ended: 21:31
Insp. Level: 2 (Walk-Around Inspection)

B&T EXPRESS INC
400 MILEY ROAD
NORTH LIMA, OH 44452
ICC #: 194598

DOT #: 285442

Driver: FARMER, JACK D
License #: RR311489
DOB: 05/19/44
State #: OH

NOTES

THIS VEHICLE HAS 2 COILS FRONT COIL WEIGHT IS 37,550 LB'S WITH 1 G7 TYPE 5/16" CHAIN AND 1 3/8" UNMARKED CHAIN THROUGH EYE. AND ON REAR COIL WITH WEIGHT OF 37,730 LB'S WITH 2 G70 5/16" CHAINS THROUGH EYE WHEN MORE NEEDED.

Report Prepared By:
WALKER, M.J.
X

Badge #:
3258

Copy Received By:
JACK D. FARMER
X

Page #: 1
Last Page

Ohio State Highway Patrol
Office of Licensing and Commercial Standards
1970 West Broad St.
Columbus, Ohio 43223
Phone 614-466-3682

DRIVER VEHICLE INSPECTION REPORT
Report #: OHKG300058
Date: 10/27/99
Time Started: 21:38 Time Ended: 22:15
Insp. Level: 2 (Walk-Around Inspection)

B&T EXPRESS INC
400 MILEY ROAD
NORTH LIMA, OH 44452
ICC #: 194598
Phone #: 18008882689

DOT #: 285442
Fax #:

Driver: BRAHAM, GLENN A
License #: RL377673
DOB: 10/28/71
State #:
Cargo: METAL: SHEETS, COILS

State: OH

Location: ROAD PATROL
Highway: 30
Shipper: WHEELING CORRIGATING CO.

MilePost: 26
County: COLUMBIANA

Origin: BEACH BOTTOM, WV.
Destination: GARY, IN.
Shipping Paper #: 551018

VEHICLE IDENTIFICATION

Unit	Type	Make	Yr	Company
1	TT	PTRB	88	9814
2	ST	CIWE	73	9814A

License	State
PUH4807	OH
TLP9576	OH

CVSA #

HAZARDOUS MATERIALS

HM Code/Class	Qty	Wgt
---------------	-----	-----

BRAKE ADJUSTMENTS

Axle #
Right
Left
Chamber

VIOLATIONS

Violation Code	St	Unit	OOS	Citation #	Verif	Violations Discovered
392.71(a)		D	N		N	Using or equipping a CMV with radar detector
393.24(b)		1	N		N	Non-compliance with headlamp requirements Right high beam.
393.75(c)		1	N		N	Tire-other tread depth less than 2/32 of inch on axle 3-right inside.
393.75(c)		2	N		N	Tire-other tread depth less than 2/32 of inch on axle 5-left inside.
393.205(a)		2	Y		U	Wheel/rim cracked or broken on axle 4-right outside cracked between two lug nut holes.
393.207(a)		2	Y		U	Axle positioning parts defective/missing spring hanger mounting brace cracked along frame. With separation on axle 5-right.

Consignee : WCC Interstate Shipment : Y For-Hire Carrier : Y SSN : 273762581
Drvr Street Address : 15706 ANNESLEY RD. Drvr City : EAST LIVERPOOL Drvr State : OH Drvr ZIP : 43920
Seal Broken for Inspection : N Original Seal No. : Replacement Seal No. : HM Incident/Accident : N
Placards Displayed : N Placards offered by shipper : N Ship. docs. prep by carrier : N
Ship. docs. prep. by shipper : N Loaded by Shipper : N Loaded by carrier : N Tank Spec. No. : HazClass A :
ID No. A : Gross Wt. A : Haz Class B : ID No. B : Gross Wt B : Haz Class C : ID No. C :
Gross Wt C : Haz Class D : ID No. D : Gross Wt D : Haz Class E : ID No. E : Gross Wt. E :
Photos Taken : Y Photo Ref No : MCE-3258-71 Supplemental Report : N PaperRptNumber :

I hereby declare the vehicle(s) so marked above to be OUT OF SERVICE. No person shall remove the OUT OF SERVICE stickers applied to this vehicle, if any, nor operate such vehicle until the out of service defects have been repaired and the vehicle(s) restored to safe operating condition. POSSIBLE \$1,000 PENALTY (\$10,000 IF HAULING HAZMAT) ☐

NOTE TO DRIVER/MECHANIC: This report must be furnished WITHIN 24 HOURS to the motor carrier whose name appears at the top of this report. NOTE TO MOTOR CARRIERS: Sign the certification below and the one on the back of this form, and return this report to the address which appears on the other side of this report within 15 days.

Signature of Repairer: X Facility: Date:

CARRIER CERTIFICATION: [This certification and the one on the back of this form MUST BE SIGNED by the motor carrier and RETURNED WITHIN 15 DAYS if any mechanical violations are listed above.] "The undersigned certifies that all mechanical violations listed on this report have been corrected and action taken to assure compliance with the Motor Carrier Safety and HM Regulations insofar as they are applicable to motor carriers and drivers."

Signature of Carrier Official: X Date:

Report Prepared By:
WALKER, M.J.
X

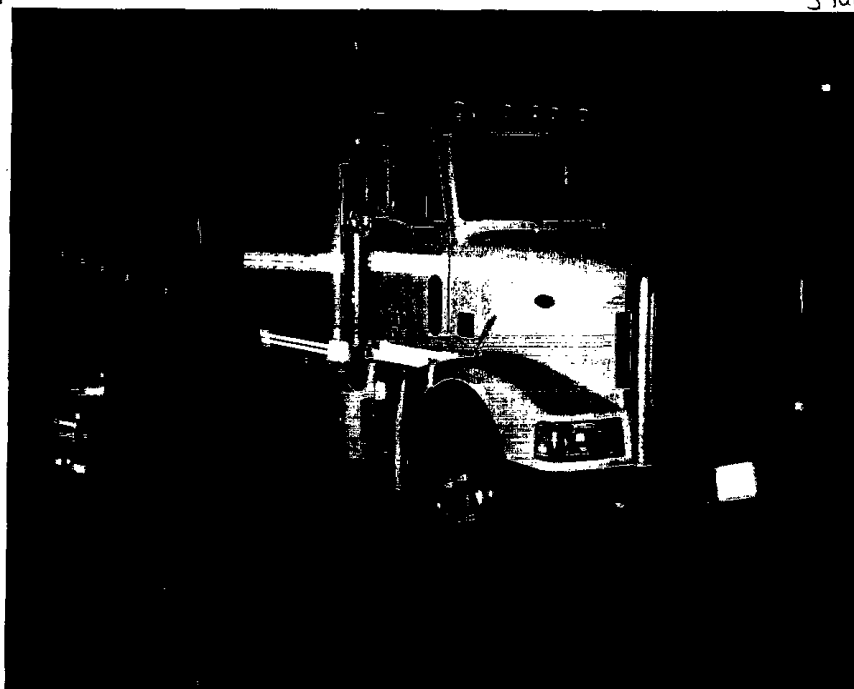
Badge #:
3258

Copy Received By:
GLENN A. BRAHAM
X

Page #: 1
Last Page

Staff Exhibit 15

A

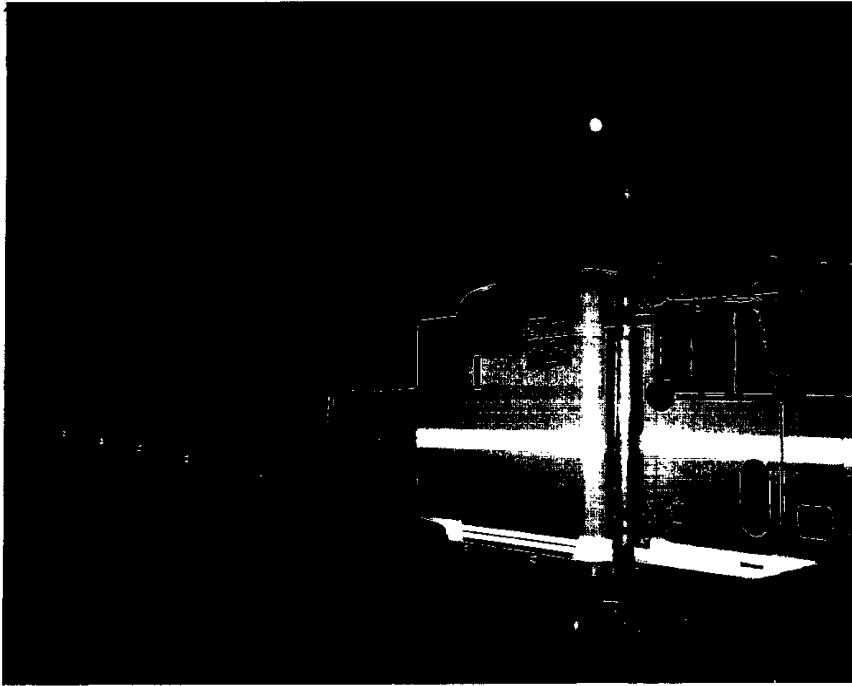


B&T Express
OHK 3000 58

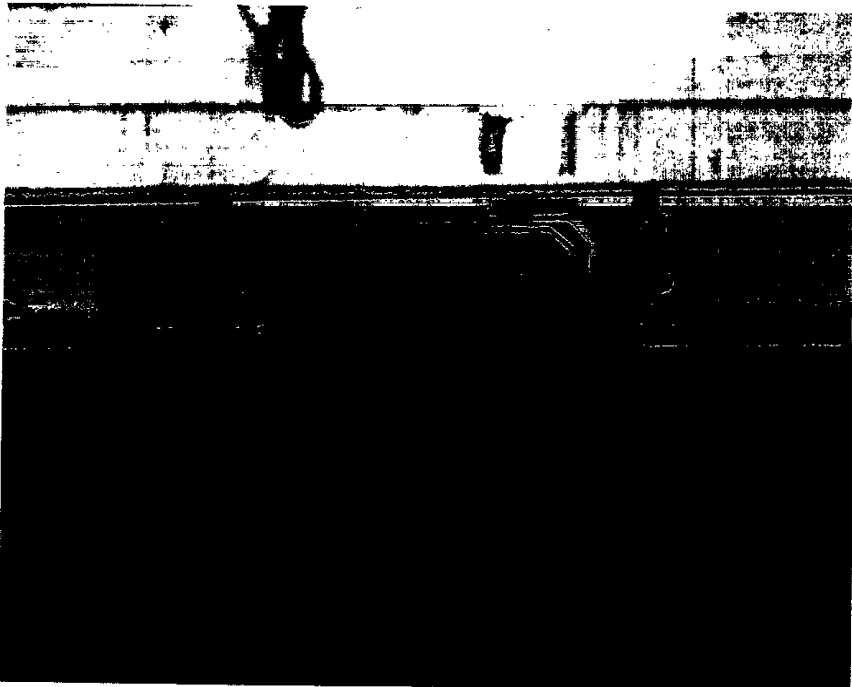
B



C



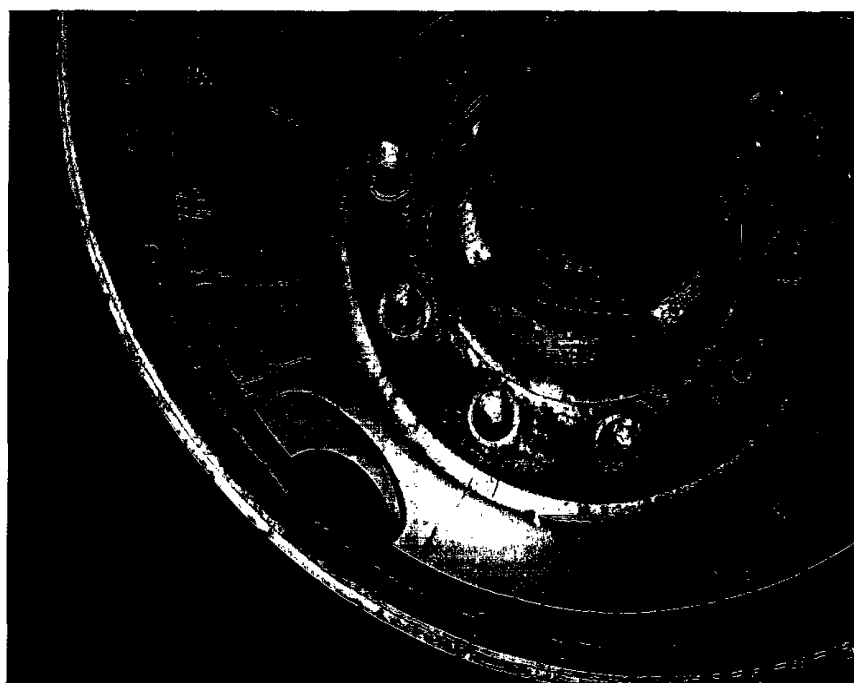
D



E



F



G



H





11

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of B&T Express, Inc., :
Notice of Apparent Violation and Intent : Case Nos. 00-533-TR-CVF, 00-534-
to Assess Civil Forfeiture : CVF, 00-750-TR-CVF, and 00-1686-
: TR-CVF

PREPARED TESTIMONY
Of
John Canty

Transportation Department
Civil Forfeiture Division
Staff Exhibit
February 22, 2001

RECEIVED DOCKETING DIV
22 MAR -5 PM 4:43
PUCO

1.

Q: Please state your name?

A: John Canty

2.

Q: What is your business address?

A: 180 E. Broad St.
Columbus, OH 43215

3.

Q: By whom are you employed and in what capacity?

A: I'm employed by the Public Utility Commission of Ohio and I am the Assistant Chief of the Civil Forfeiture Section of the Transportation Department.

4.

Q: How long have you been in this position?

A: From 1992 until October of 1999 I was the Assistant Chief of the Hazardous Materials Division. In October of 1999 the Department underwent reorganization where the hazardous materials and motor carrier forfeiture procedures merged into one section, the Civil Forfeiture Section. Consequently, I have been in this position since October of 1999.

5.

Q: Please describe your educational and employment background?

A: I have a bachelors degree from the Ohio State University and have been employed with the Public Utilities Commission of Ohio, Transportation Department since Fall of 1989.

6.

Q: What are your responsibilities in your past position that are relevant to these cases?

A: Supervising the staff, including the compliance officers in our civil forfeiture program.

7.

Q: Please describe how a civil forfeiture amount is calculated for motor carrier roadside inspections?

A: We base our civil forfeiture assessment amounts and groupings on the Commercial Vehicle Safety Alliance (CVSA) recommended standards as required by Sections 4919.99, and 4921.99, Ohio Revised Code. The recommended standards are used to determine the severity of the actual vehicle out-of-service violation. There are three different groups of out-of-service violations. Group 1 violations are the most severe and consist of missing brake action, missing or broken brake component, safety devices-chains or hooks, records of duty status, steering gear box, and modification, safe loading, and others. Group 1 violations also consist of intentional falsification of a record of duty status where the assessed civil forfeiture amount is \$300 and violation of an out-of-service notice where the assessed civil forfeiture amount is \$1000. Group 2 violations include brake pads, brake hose, parking brake, low air warning devices, brake adjustment, headlamp inoperative, turn signal, insecure fuel tank, wheels and rims as well as suspension. Group 3 violations consist of missing fuel cap, fuel system, windshield glazing, windshield wipers, waiver of physical disqualification, audible air leak, exhaust system, tires (not front axle), age, license (improper class) and others. There is another category called Group 4 that addresses other issues, like no operating authority, failing to register, insurance violations, medical certificate, drugs, alcohol and other disqualifying offenses. A copy of the CVSA guidelines and the forfeiture assessment matrix is attached as Exhibit A.

8.

Q: What is the dollar amount assessed in each group of violations?

A: Each group of violations is assigned a dollar amount based on the severity of the violation. Therefore, Group 1 violations are considered more severe and carry with them the highest dollar amount. In Group 1, one violation is \$100, 2 violations are \$250 and 3 violations are \$400. In Group 2 violations, one violation is \$50, two violations are \$150, and three violations are \$250. Group 3 violations, one violation is \$40, two violations are \$90, and three violations are \$150.

9.

Q: When did this civil forfeiture assessment process begin?

A: The program began in October of 1995.

10.

Q: Is the procedure used to calculate the amount of a civil forfeiture the same with all carriers?

A: Yes

11.

Q: Please explain.

A: All fines are calculated by a computer based upon the schedules previously mentioned. The computer system automatically calculates a civil forfeiture amount based upon the information contained in the inspection report and that information is transferred over to our civil forfeiture computer system so that all assessments are going to be the same for each type of violation.

12.

Q: Were any of the 4 inspections identified in this proceeding affected by B&T's history factor?

A: No, the penalty amounts were neither increased or decreased due to B&T's history of violations.

13.

Q: Mr. Canty I would like to talk about the specific roadside inspections at issue in this case. I would like for you to tell me which group of violations are at issue.

A: Okay.

14.

Q: The first case is case number OHKW300058. The out of service violations are a brake being out of adjustment and a leaking fuel tank. What is the group of violations at issue in this case?

A: This case involved one Group 2 violation assessed at \$50 and one Group 3 violation assessed at \$40 for a total forfeiture amount of \$90.

15.

Q: The second case is case number OHKG300058. The out of service violations are a cracked wheel rim and cracked axle positioning parts. What is the group of violations at issue in this case?

A: Cracked wheel rims and axle positioning parts are both Group 2 violations and are assessed a civil forfeiture of \$150. B&T was assessed a total civil forfeiture of \$150 for the violations discovered in this roadside inspection.

16.

Q: The third case is case number OHKH300171. The out of service violations in this inspection are a worn down brake hose and a loss of pressure when the brakes are applied. What is the group of violations at issue in this case?

A: Worn down brake hoses and a loss of pressure are both Group 2 violations and are assessed a civil forfeiture of \$150. B&T was assessed a total civil forfeiture of \$150 for the violations discovered in this roadside inspection.

17.

Q: The fourth and final case is case number OHKG300521. The out of service violation is for an improper securement system. What is the group of violations at issue in this case?

A: Improper securement system is one of the severe violations found in Group 1 and results in a civil forfeiture of \$100. B&T was assessed a total civil forfeiture of \$100 for this violation discovered during the roadside inspection.

18.

Q: Did B&T receive all Notices required by Chapter 4901:2-7, O.A.C.?

A: Yes, they received the Combined Notice of Apparent Violation and Intent to Assess Forfeiture and the Notice of Preliminary Determination as required by the rules. A copy of all Notices received by B&T is attached as Exhibit B.

*Uniform Recommended Maximum
Fine Schedule*

*Prepared for:
Commercial Vehicle Safety Alliance*

*By:
Regulatory and Legal Affairs Committee*

In adopting the Uniform Severity Rating of Out-Of-Service Violations and Recommended Maximum Fine Schedule, the Commercial Vehicle Safety Alliance advises the following:

The schedule applies only to violations discovered at the time of a highway inspection. It does not include terminal inspections.

The schedule recommends only maximum fines, not minimums.

The schedule does not include or apply to court or other additive costs or surcharges.

The schedule does not preclude a state from taking other criminal or civil enforcement action.

This is a recommended maximum fine schedule.

CVSA recommends the adoption of the fine schedule by those jurisdictions that have fines exceeding the recommended maximum.

Jurisdictions having fine schedules lower than the maximum are not necessarily being urged to adopt this schedule. However, the schedule should be used as a guide for any perceived increases in their current level of fines.

The schedule applies to out-of-service violations.

The maximum recommended fine for a non out of service violation is \$30.00.

The CVSA policy on the stacking of violations be closely adhered to.

NORTH AMERICAN UNIFORM OUT-OF-SERVICE CRITERIA
REFERENCE TO UNIFORM MAXIMUM FINE SCHEDULE

Driver Out-of-Service Criteria		Driver Uniform Fine Schedule			
Paragraph	Violation	Group	One Driver Viol.	Two Within Same Group	Three Within Same Group
1.	Driver Under 21(18 in Canada)	3	\$30	\$90	\$ 150
2.	No Operators License (non-CDL)	3	30	90	150
3.(a-d)	CDL Violations	3	30	90	150
4.	No Waiver when Required	3	30	90	150
5.	Impaired Driver (Sick or fatigued)	2	100	200	300
6.	Disqualified Driver	1	500	1,000	1,500
7.(a)	Drug Possession	1	500	1,000	1,500
7.(b)	Under the Influence (Drugs)	1	500	1,000	1,500
8.	Intoxicating Beverage (Detectable presence/ Under the Influence/ Possession Open Container)	1	500	1,000	1,500
8.	Intoxicating Beverage (Unopen container in cab)	3	30	90	150
9.	10 Hr. Driving Viol.	2	100	200	300
10.	Driving After 15 Hrs On-Duty	2	100	200	300
11.	Driving After 60/70	2	100	200	300
12.	No Record of Duty Status	2	100	200	300
13.	No Record of Duty Status (Previous Seven Days)	2	100	200	300
14.	False Log*	2	300	n/a	n/a
Violation of Out-of-Service Notice (Each Notice, Not Each Offense)				1,000	

Note: Maximum Accumulated Fine for each group is the highest fine indicated for each group. For example, three separate violations for any group 3 item would be \$150 for those three violations.

*Any Falsification of Record of Duty Status (Intentional) = \$300

Note: Group = The severity rating assigned to each violation with the #1 being the most severe.

Shaded areas reflect changes to the out-of-service criteria and must be approved by the membership.

Vehicle Out-of-Service Criteria		Vehicle Uniform Fine Schedule			
Paragraph	Description	Group	One Viol.	Two Within Same Group	Three Within Same Group
1.	Brake Systems				
1 a. (1)	Defective Braking Action	1	\$100	\$300	\$600
1 a. (2)	Missing Component	1	100	300	600
1 a. (3)	Loose Component	2	50	150	250
1 a. (4)	Audible Air Leak Brake Chamber	3	30	90	150
1 a. (5)	Readjustment Limits	2	50	150	250
1 a. (6)	Brake Linings or Pads	2	50	150	250
1 a. (7)	Missing Brake	1	100	300	600
1 b. (1)	Defective Braking Action (Steering)	1	100	300	600
1 b. (2)	Brake Mismatch (Steering)	2	50	150	250
1 b. (3)	Brake Lining or Pad (Steering)	2	50	150	250
1 c. (1)	Parking Brakes(Inoperable Breakaway System)	2	50	150	250
1 c. (2)	Parking Brake (Non manufactured holes or cracks in spring brake housing)	2	50	150	250
1 d.	Cracked or Broken Brake Drum or Rotor	1	100	300	600
1 e.	Brake Hose	2	50	150	250
1 f.	Brake Tubing	2	50	150	250
1 g.	Low Pressure Warning Device	2	50	150	250

Vehicle Out-of-Service Criteria		Vehicle Uniform Fine Schedule			
Paragraph	Description	Group	One Viol.	Two Within Same Group	Three Within Same Group
1 h.	Air Loss Rate	1	\$100	\$300	\$600
1 i.	Tractor-Protection Valve	1	100	300	600
1 j.	Air Reservoir Security	2	50	150	250
1 k.(1)	Air Compressor Mounting Bolts	2	50	150	250
1 k.(2)	Air Compressor Loose or Broken Pulley	1	100	300	600
1 k.(3)	Air Compressor Broken Mounting	1	100	300	600
1 l.	Electric Brakes (including Breakaway Device)	1	100	300	600
1 m.(1)	Hydraulic Brakes No Pedal Reserve)	1	100	300	600
1 m.(2)	Master Cylinder (Less than 1/4 Full)	3	30	90	150
1 m.(3)	Power Assist Unit (Fails to Operate)	2	50	150	250
1 m.(4)	Hydraulic Brake Hose Leaks (On Application)	2	50	150	250
1 m.(5)	Breakaway Braking Device	1	100	300	600
1 m.(6-7)	Hydraulic Lines or Hoses (Defective)	2	50	150	250
1 m.(8)	Leaks (Visible on Application)	2	50	150	250
1 m.(9)	Hydraulic System Failure Warning System	2	50	150	250
1 n.(1)	Vacuum System Reserve	1	100	300	600
1 n.(2)	Vacuum Hoses or Lines	2	50	150	250
2.	Coupling Devices, All (When in Use)	1	100	300	600
3.	Exhaust System (all)	3	30	90	150

Vehicle Out-of-Service Criteria		Vehicle Uniform Fine Schedule			
Paragraph	Description	Group	One Viol.	Two Within Same Group	Three Within Same Group
4.	Frame				
4 a.	Cracked, Broken, Displaced	1	\$100	\$300	\$600
4 b.	Tire and Wheel Clearance	1	100	300	600
4 c.	Adjustable Axle (Pins and Locks)	2	50	150	250
5.	Fuel System				
5 (1-2)	Leaking, Loose Cap	3	30	90	150
5 (3)	Fuel Tank Mounting	2	50	150	250
6.	Lighting Devices (When Lights are Required)				
6 a.	Head and Tail Lamps	2	50	150	250
6 b.	Turn and Stop	2	50	150	250
7.	Safe Loading	1	100	300	600
8.	Steering Mechanism	1	100	300	600
9.	Suspension	2	50	100	150
10.	Tires				
10 a.	Steering Axle	1	100	300	600
10 b.	All Others	3	30	90	150
11.	Van/Open-Top Trailer Bodies	1	100	300	600
12.	Wheels and Rims	2	50	150	250
13.	Windshield Wipers	3	30	90	150
14.	Windshields		Removed		
15.	Emergency Exits (Buses)	1	100	300	600

Note: Maximum Accumulated Fine for each group is the highest fine indicated for each group.

For example, three separate violations for any group 3 item would be \$150 for those three violations.

Hazardous Materials Out-of-Service Criteria		Hazardous Materials Uniform Fine Schedule Code			
Paragraph	Violation	Group	One Viol.	Two Within Same Group	Three Within Same Group
1.	Shipping Papers - General	3	\$30	\$90	\$ 150
2.	Waste Manifest	3	30	90	150
3.(a)	Placarding/No Placards	1	250	500	1,000
3.(b)	Placarding/50% or Less	2	100	n/a*	n/a*
4.	Cargo Tanks	1	250	500	1,000
5.	Cargo Tank Markings	3	30	90	150
6.(a)	**PIH Markings/Non-Bulk Packaging	1	250	500	1,000
6.(b)	**PIH Markings/Bulk Packaging	1	250	500	1,000
7.	Required Markings	3	30	90	150
8.	Packaging	1	250	500	1,000
9.	Loading & Securement	1	250	500	1,000
10.	Forbidden Items (Common Carriers)	1	250	500	1,000
11.	Forbidden Items (All Carriers)	1	250	500	1,000
12.(a)	Radioactive Material Levels/At Surface	1	250	500	1,000
12.(b)	Radioactive Material Levels/At 2 Meters	1	250	500	1,000
12.(c)	Radioactive Material Levels/In Driver's Compartment	1	250	500	1,000

*Two and three violations are not applicable because there is only one group 2 violation in the hazardous material out-of-service criteria.

** PIH = Poison Inhalation Hazard

Note: Maximum Accumulated Fine for each group is the highest fine indicated for each group. For example, three separate violations for any group 3 item would be \$150 for those three violations.



The Public Utilities Commission of Ohio

EX. B

Bob Taft, Governor

Alan R. Schriber, Chairman

Commissioners
Ronda Hartman Fergus
Craig A. Glazer
Judy A. Jones
Donald L. Mason

December 30, 1999

B&T EXPRESS INC
JERALD MCCULLOUGH
DIR. OF SAFETY & PERSONNEL
PO BOX 468
NORTH LIMA, OH 44452

Re: NOTICE OF APPARENT VIOLATION
AND INTENT TO ASSESS FORFEITURE
Case No. OHKG300058C

Dear Carrier:

On October 27, 1999 vehicle numbers 9814 (UNIT #1), 9814A (UNIT #2), operated by B&T EXPRESS INC and driven by GLENN A BRAHAM were inspected within the state of Ohio by staff of the Ohio Highway Patrol, Commercial Motor Carrier Enforcement Section. As the result of discovery of the following apparent out-of-service violation(s), the Commission intends to make a civil monetary assessment against B&T EXPRESS INC in the following amount:

CODE	UNIT	VIOLATION	VIOL. GROUP
393.205A	2	CRACKED OR BROKEN WHEEL OR RIM	2
393.207A	2	AXLES-POSITIONING PART CRACKED, BROKEN, ETC.	2

TOTAL AMOUNT DUE: \$150.00

[Payment must be received within 30 days of receipt of this notice.]

You are urged to take corrective action immediately concerning the apparent violation(s) and to take appropriate measures to ensure that it is not repeated.

If you would prefer for any future notices to be delivered to a particular person or different address than what is shown on this "Notice", please contact this office at (614)466-0351.

Please consult the enclosed additional information on the instruction sheet in regard to your rights and responsibilities concerning this Notice of Apparent Violation and Notice of Intent to Assess Forfeiture.

Sincerely
John Canty, Deputy Chief
Civil Forfeiture Division

INSTRUCTION SHEET

NOTICE OF APPARENT VIOLATION AND NOTICE OF INTENT TO ASSESS FORFEITURE

You have received a combined "Notice of Apparent Violation" and "Notice of Intent to Assess Forfeiture" as described in Rule 4901:2-7-09, Ohio Administrative Code (O.A.C.). **WITHIN 30 DAYS OF RECEIPT OF THIS NOTICE, YOU MUST EITHER:** (1) Pay the forfeiture amount indicated in the notice, or (2) Make a written request for conference. If you do not pay the forfeiture or request a conference within 30 days, your case will be referred to the Attorney General for collection.

Both procedures are described below. Please read them carefully.

1. How to Pay the Forfeiture

You may make payment of the forfeitures indicated in the Notice by company check or money order (no Canadian postal money orders) made payable to: "PUCO Fiscal Division", and must indicate the case number(s) for which payment is being made. Please mail the payment to the following address:

Public Utilities Commission of Ohio
Attention: Fiscal Division
180 East Broad Street
Columbus, OH 43215-3793

THE CASE NUMBER (OR INSPECTION NUMBER) AND THE COMPANY NAME MUST BE WRITTEN ON THE FACE OF YOUR CHECK OR MONEY ORDER.

2. How to Make a Request for Conference

If you believe that any of the violations described in the Notice did not occur as alleged, that any of the occurrences described did not constitute a violation of the safety rules, or that you were not responsible for the apparent violations, or if you wish to contest the amount of the forfeiture indicated in the Notice, you should make a "Request for Conference" as described in Rule 4901:2-7-10, O.A.C., in lieu of payment for the forfeiture(s). Your "Request for Conference" must be **IN WRITING** and must be mailed or otherwise delivered within thirty days of your receipt of the "Notice of Intent to Assess Forfeiture" to the following address:

Public Utilities Commission of Ohio
Civil Forfeiture Division
180 East Broad Street, 5th Floor
Columbus, OH 43215-3793

(Over please)

Your request for conference must contain the "Case Number" at the top of the notice letter, and the name, address and telephone number of the person to whom further communications regarding this matter should be directed. It should be designated a "Request for Conference", should indicate your preference whether this matter be discussed by telephone, or in person, and may include any additional information you wish to submit at this time.

3. Failure to Make a Request for Conference

If you do not serve a timely "Request for Conference" in the manner described above, you will forfeit your right to contest liability to the State of Ohio for the amount of the forfeitures set forth in the Notice. Moreover, the occurrence of the violations described in the Notice will be conclusively established for purposes of inclusion in your "history of violations". Should the history of violations reveal an ongoing safety problem, the result may be an increase in the amount of any civil forfeiture assessed for future violations.

4. Violation Amounts, Codes and Violation Group

R.C. Section 4919.99, 4921.99 and 4923.99 authorizes the Public Utilities Commission of Ohio to assess a civil forfeiture of up to \$1,000 per violation for any violation of the safety rules discovered during a roadside inspection. The amount of any forfeiture depends upon the nature, gravity, circumstances, and extent of the violation, the offender's degree of culpability for the violation, and the offender's history of violations.

"Code" in the Notice identifies the rule which was violated. Numbers in a 300 series refer to specific sections of the Motor Carrier Safety Regulations, Title 49, Code of Federal Regulations. Codes in other formats refer to violations of Ohio rules. Some section numbers may have suffixes beyond those which appear in the C.F.R. These are used for internal data collection purposes.

"Violation Group" and "Total Amount Due" in the Notice identifies the numerical fine Group (1-4) of the code which was violated. The total amount of fine for all violations is listed in the "Total". If the words "with history" is added to the word "Total", then the amount of your total has been doubled, up to \$1,000. For additional information on the fine structure, contact the Civil Forfeiture Division.

5. Copies of Inspection Reports

A copy of the inspection report for the violations described in the Notice was given to the driver at the time of inspection. The driver should have given that copy to you. Additional copies of inspection reports must be requested from the PUCO's Investigations and Inspections Division at (614) 466-0429.

Please contact the Civil Forfeiture Division at (614) 466-0351 if you need additional information regarding the civil forfeiture compliance program.



The Public Utilities Commission of Ohio

Bob Taft
GOVERNOR

ALAN R. SCHRIBER
CHAIRMAN

February 25, 2000

MR. BOYD B. FERRIS
ATTORNEY B&T EXPRESS INC
2733 W. DUBLIN-GRANVILLE ROAD
COLUMBUS, OH 43235-2798

RE: NOTICE OF PRELIMINARY DETERMINATION
Case No. OHKG300058C

Dear MR. FERRIS:

On October 27, 1999, a vehicle operated by B&T EXPRESS INC, and driven by GLENN A BRAHAM, was inspected within the State of Ohio. As the result of discovery of the following apparent violations the Staff timely notified Respondent pursuant to Rule 4901:2-7-07, O.A.C., that it intended to make a civil monetary assessment against Respondent in the following amount:

Code	Violation
393.205A	CRACKED OR BROKEN WHEEL OR RIM
393.207A	AXLES-POSITIONING PART CRACKED,BROKEN,ETC.

Total Forfeiture Assessed : \$150.00

A conference was conducted pursuant to Rule 4901:2-7-10(B), O.A.C., at which the Respondent had a full opportunity to present any 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.

(continued)

MR. BOYD B. FERRIS
ATTORNEY B&T EXPRESS INC
February 25, 2000
OHKG300058C

PAGE -2-

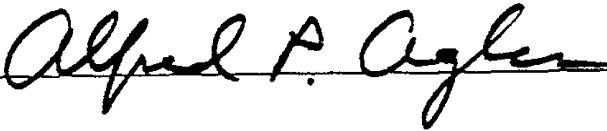
As a result of the conference, Staff has made a Preliminary Determination that the Commission should make a civil monetary assessment against B&T EXPRESS INC in the following forfeiture:

Code	Violation
393.205A	CRACKED OR BROKEN WHEEL OR RIM
393.207A	AXLES-POSITIONING PART CRACKED, BROKEN, ETC.

Total Forfeiture Agreed : \$150.00

Please include a certified check or money order for the total forfeiture Agreed, made payable to "Treasurer State of Ohio," and mail to: PUCO FISCAL, 180 E. Broad St, 10th floor, Cols. OH 43215-3793. FOR PROPER CREDIT, BE SURE TO PUT THE CASE NUMBER ON THE FACE OF THE CHECK.

Please consult the enclosed additional information concerning this Notice of Preliminary Determination.



Alfred P. Agler, Director
Transportation Department
Public Utilities Commission of Ohio

The Public Utilities Commission of Ohio - 180 E. Broad St. - Columbus, Ohio 43215-3793 - (614) 466-0369
An Equal Opportunity Employer

INSTRUCTION SHEET

NOTICE OF PRELIMINARY DETERMINATION

You have received a "Notice of Preliminary Determination" pursuant to Rule 4901:2-7-12, Ohio Administrative Code. This Notice of Preliminary Determination is based upon the inspection report prepared in this case further review and investigation by the Staff and information presented in a settlement conference with the Staff, if held.

Within thirty (30) days of receipt of this Notice you must either: (1) Pay the civil forfeiture indicated in the Notice; or (2) File a written "Request for Administrative Hearing." If you do not pay the civil forfeiture or file a Request for Administrative Hearing within thirty days, you will waive your right to further contest the violation and the civil forfeiture, and you will be subject to an order of the Commission placing you in default and referring your case to the Ohio Attorney General for collection.

Both procedures are described below. Please read them carefully.

1. How to Pay the Forfeiture

If you do not wish to further contest the civil forfeiture indicated in the notice, you must make payment of the civil forfeiture indicated in the Notice by certified check or money order (no Canadian postal money orders) made payable to: "Treasurer, State of Ohio," and must indicate the case numbers for which payment is being made. Please use the ENCLOSED ENVELOPE to make the payment or mail the payment to the following address:

Public Utilities Commission of Ohio
Attention: Fiscal Department
180 East Broad Street
Columbus, OH 43215-3793

THE CASE NUMBER AND COMPANY NAME MUST BE WRITTEN ON THE FACE OF YOUR CHECK OR MONEY ORDER.

2. How to file a "Request for Administrative Hearing"

If you do wish to further contest the civil forfeiture indicated in the notice, you should file a "Request for Administrative Hearing" with the Commission's Docketing Division. Please note that you must file a request for "Administrative Hearing" in order to further contest the civil forfeiture or compliance order in this matter, even if you had previously served upon the Staff a "Request for Conference." Your "Request for Administrative Hearing" must be in writing and should be mailed or otherwise delivered within thirty days after receipt of the Notice of Preliminary Determination to the following address:

Public Utilities Commission of Ohio
Docketing Division
180 East Broad Street, Tenth Floor
Columbus, OH 43215-3793

(Over please)



The Public Utilities Commission of Ohio

Bob Taft, Governor

Alan R. Schriber, Chairman

December 30, 1999

Commissioners

Ronda Hartman Fergus
B&T EXPRESS INC
Craig A. Glazer
JERALD MCCULLOUGH
Dir. of SAFETY & PERSONNEL
P.O. BOX 468
NORTH LIMA, OH 44452

Re: NOTICE OF APPARENT VIOLATION
AND INTENT TO ASSESS FORFEITURE
Case No. OHKW300058C

Dear Carrier:

On October 26, 1999 vehicle numbers 8868 (UNIT #1), 4507 (UNIT #2), operated by B&T EXPRESS INC and driven by CHRISTOPHER L BENTLEY were inspected within the state of Ohio by staff of the Ohio Highway Patrol, Commercial Motor Carrier Enforcement Section. As the result of discovery of the following apparent out-of-service violation(s), the Commission intends to make a civil monetary assessment against B&T EXPRESS INC in the following amount:

CODE	UNIT	VIOLATION	VIOL. GROUP
396.3A1BA	1	ADJUSTMENT, BRAKE OUT OF (PUSH ROD)	2
393.67	1	FUEL LEAK	3

TOTAL AMOUNT DUE: \$90.00

[Payment must be received within 30 days of receipt of this notice.]

You are urged to take corrective action immediately concerning the apparent violation(s) and to take appropriate measures to ensure that it is not repeated.

If you would prefer for any future notices to be delivered to a particular person or different address than what is shown on this "Notice", please contact this office at (614)466-0351.

Please consult the enclosed additional information on the instruction sheet in regard to your rights and responsibilities concerning this Notice of Apparent Violation and Notice of Intent to Assess Forfeiture.

Sincerely
John Canty, Deputy Chief
Civil Forfeiture Division

INSTRUCTION SHEET

NOTICE OF APPARENT VIOLATION AND NOTICE OF INTENT TO ASSESS FORFEITURE

You have received a combined "Notice of Apparent Violation" and "Notice of Intent to Assess Forfeiture" as described in Rule 4901:2-7-09, Ohio Administrative Code (O.A.C.). **WITHIN 30 DAYS OF RECEIPT OF THIS NOTICE, YOU MUST EITHER:** (1) Pay the forfeiture amount indicated in the notice, or (2) Make a written request for conference. If you do not pay the forfeiture or request a conference within 30 days, your case will be referred to the Attorney General for collection.

Both procedures are described below. Please read them carefully.

1. How to Pay the Forfeiture

You may make payment of the forfeitures indicated in the Notice by company check or money order (no Canadian postal money orders) made payable to: "PUCO Fiscal Division", and must indicate the case number(s) for which payment is being made. Please mail the payment to the following address:

Public Utilities Commission of Ohio
Attention: Fiscal Division
180 East Broad Street
Columbus, OH 43215-3793

THE CASE NUMBER (OR INSPECTION NUMBER) AND THE COMPANY NAME MUST BE WRITTEN ON THE FACE OF YOUR CHECK OR MONEY ORDER.

2. How to Make a Request for Conference

If you believe that any of the violations described in the Notice did not occur as alleged, that any of the occurrences described did not constitute a violation of the safety rules, or that you were not responsible for the apparent violations, or if you wish to contest the amount of the forfeiture indicated in the Notice, you should make a "Request for Conference" as described in Rule 4901:2-7-10, O.A.C., in lieu of payment for the forfeiture(s). Your "Request for Conference" must be **IN WRITING** and must be mailed or otherwise delivered within thirty days of your receipt of the "Notice of Intent to Assess Forfeiture" to the following address:

Public Utilities Commission of Ohio
Civil Forfeiture Division
180 East Broad Street, 5th Floor
Columbus, OH 43215-3793

(Over please)

Your request for conference must contain the "Case Number" at the top of the notice letter, and the name, address and telephone number of the person to whom further communications regarding this matter should be directed. It should be designated a "Request for Conference", should indicate your preference whether this matter be discussed by telephone, or in person, and may include any additional information you wish to submit at this time.

3. Failure to Make a Request for Conference

If you do not serve a timely "Request for Conference" in the manner described above, you will forfeit your right to contest liability to the State of Ohio for the amount of the forfeitures set forth in the Notice. Moreover, the occurrence of the violations described in the Notice will be conclusively established for purposes of inclusion in your "history of violations". Should the history of violations reveal an ongoing safety problem, the result may be an increase in the amount of any civil forfeiture assessed for future violations.

4. Violation Amounts, Codes and Violation Group

R.C. Section 4919.99, 4921.99 and 4923.99 authorizes the Public Utilities Commission of Ohio to assess a civil forfeiture of up to \$1,000 per violation for any violation of the safety rules discovered during a roadside inspection. The amount of any forfeiture depends upon the nature, gravity, circumstances, and extent of the violation, the offender's degree of culpability for the violation, and the offender's history of violations.

"Code" in the Notice identifies the rule which was violated. Numbers in a 300 series refer to specific sections of the Motor Carrier Safety Regulations, Title 49, Code of Federal Regulations. Codes in other formats refer to violations of Ohio rules. Some section numbers may have suffixes beyond those which appear in the C.F.R. These are used for internal data collection purposes.

"Violation Group" and "Total Amount Due" in the Notice identifies the numerical fine Group (1-4) of the code which was violated. The total amount of fine for all violations is listed in the "Total". If the words "with history" is added to the word "Total", then the amount of your total has been doubled, up to \$1,000. For additional information on the fine structure, contact the Civil Forfeiture Division.

5. Copies of Inspection Reports

A copy of the inspection report for the violations described in the Notice was given to the driver at the time of inspection. The driver should have given that copy to you. Additional copies of inspection reports must be requested from the PUCO's Investigations and Inspections Division at (614) 466-0429.

Please contact the Civil Forfeiture Division at (614) 466-0351 if you need additional information regarding the civil forfeiture compliance program.



The Public Utilities Commission of Ohio

Bob Taft
GOVERNOR

ALAN R. SCHRIBER
CHAIRMAN

February 25, 2000

MR. BOYD B. FERRIS
ATTORNEY B&T EXPRESS INC
2733 W. DUBLIN-GRANVILLE ROAD
COLUMBUS, OH 43235-2798

RE: NOTICE OF PRELIMINARY DETERMINATION
Case No. OHKW300058C

Dear MR. FERRIS:

On October 26, 1999, a vehicle operated by B&T EXPRESS INC, and driven by CHRISTOPHER L BENTLEY, was inspected within the State of Ohio. As the result of discovery of the following apparent violations the Staff timely notified Respondent pursuant to Rule 4901:2-7-07, O.A.C., that it intended to make a civil monetary assessment against Respondent in the following amount:

Code	Violation
396.3A1BA	ADJUSTMENT, BRAKE OUT OF (PUSH ROD)
393.67	FUEL LEAK

Total Forfeiture Assessed : \$90.00

A conference was conducted pursuant to Rule 4901:2-7-10(B), O.A.C., at which the Respondent had a full opportunity to present any 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.

(continued)

MR. BOYD B. FERRIS
ATTORNEY B&T EXPRESS INC
February 25, 2000
OHKW300058C

PAGE -2-

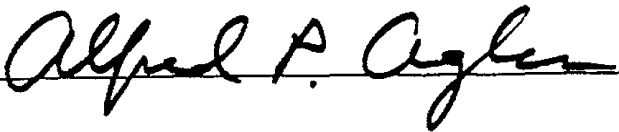
As a result of the conference, Staff has made a Preliminary Determination that the Commission should make a civil monetary assessment against B&T EXPRESS INC in the following forfeiture:

Code	Violation
396.3A1BA	ADJUSTMENT, BRAKE OUT OF (PUSH ROD)
393.67	FUEL LEAK

Total Forfeiture Agreed : \$90.00

Please include a certified check or money order for the total forfeiture Agreed, made payable to "Treasurer State of Ohio," and mail to: PUCO FISCAL, 180 E. Broad St, 10th floor, Cols. OH 43215-3793. FOR PROPER CREDIT, BE SURE TO PUT THE CASE NUMBER ON THE FACE OF THE CHECK.

Please consult the enclosed additional information concerning this Notice of Preliminary Determination.



Alfred P. Agler, Director
Transportation Department
Public Utilities Commission of Ohio

INSTRUCTION SHEET

NOTICE OF PRELIMINARY DETERMINATION

You have received a "Notice of Preliminary Determination" pursuant to Rule 4901:2-7-12, Ohio Administrative Code. This Notice of Preliminary Determination is based upon the inspection report prepared in this case further review and investigation by the Staff and information presented in a settlement conference with the Staff, if held.

Within thirty (30) days of receipt of this Notice you must either: (1) Pay the civil forfeiture indicated in the Notice; or (2) File a written "Request for Administrative Hearing." If you do not pay the civil forfeiture or file a Request for Administrative Hearing within thirty days, you will waive your right to further contest the violation and the civil forfeiture, and you will be subject to an order of the Commission placing you in default and referring your case to the Ohio Attorney General for collection.

Both procedures are described below. Please read them carefully.

1. How to Pay the Forfeiture

If you do not wish to further contest the civil forfeiture indicated in the notice, you must make payment of the civil forfeiture indicated in the Notice by certified check or money order (no Canadian postal money orders) made payable to: "Treasurer, State of Ohio," and must indicate the case numbers for which payment is being made. Please use the ENCLOSED ENVELOPE to make the payment or mail the payment to the following address:

Public Utilities Commission of Ohio
Attention: Fiscal Department
180 East Broad Street
Columbus, OH 43215-3793

THE CASE NUMBER AND COMPANY NAME MUST BE WRITTEN ON THE FACE OF YOUR CHECK OR MONEY ORDER.

2. How to file a "Request for Administrative Hearing"

If you do wish to further contest the civil forfeiture indicated in the notice, you should file a "Request for Administrative Hearing" with the Commission's Docketing Division. Please note that you must file a request for "Administrative Hearing" in order to further contest the civil forfeiture or compliance order in this matter, even if you had previously served upon the Staff a "Request for Conference." Your "Request for Administrative Hearing" must be in writing and should be mailed or otherwise delivered within thirty days after receipt of the Notice of Preliminary Determination to the following address:

Public Utilities Commission of Ohio
Docketing Division
180 East Broad Street, Tenth Floor
Columbus, OH 43215-3793

(Over please)

Your "Request for Administrative Hearing" should contain the case number indicated on the Notice of Preliminary Determination and the name, address and telephone number of the person to whom further communications regarding this matter should be directed. A copy of the Notice of Preliminary Determination must be attached to your "Request for Administrative Hearing."

3. The Administrative Hearing

Following receipt of your "Request for Administrative Hearing," the Commission will initiate an administrative hearing proceeding in this matter and set a date for an evidentiary hearing. The evidentiary hearing will be held at the Commission offices in Columbus, Ohio and may consist of written stipulations, oral testimony or such other evidence which is admitted. An Attorney-Examiner employed by the Commission will preside over the administrative hearing. Following the administrative hearing, the Commission will make its decision in this matter. The decision of the Commission may be appealed to the Franklin County Court of Appeals.

4. Failure to file a "Request for Administrative Hearing"

If you do not file a timely "Request for Administrative Hearing," in the manner described above, you will waive your right to contest liability to the State of Ohio for the amount of the civil forfeitures indicated in the Notice of Preliminary Determination, even if you had previously served upon the Staff a "Request for Conference" in this matter. The occurrence of the violations described in the Notice of Preliminary Determination will be conclusively established in your history of violations for the purposes of determining the amount of the penalty for future violations.

5. Violation Codes and Amounts

"Code" in the Notice of Preliminary Determination identifies the rule or regulation which was violated. Numbers in a 100 or 300 series refer to sections of the Hazardous Materials Regulations or the Federal Motor Carrier Safety Rules, respectively, contained in Title 49, Code of Federal Regulations. Codes in other formats refer to violations of the Ohio Revised Code or the Ohio Administrative Code.

Section 4905.83, Ohio Revised Code, authorizes the Commission to assess a civil forfeiture of up to \$10,000.00 per day for any violation of the rules governing the highway transportation of hazardous materials against any person who transports, or offers for transportation, hazardous materials. The amount of the forfeiture depends on the nature, gravity, extent and circumstances of the violations and the degree of culpability, history of violations, effect upon ability to continue in business and ability to pay of the person who committed the violation.

Please contact the Hazardous Materials Division at (614) 466-0351 if you need additional information regarding this Notice of Preliminary Determination.



The Public Utilities Commission of Ohio

Bob Taft, Governor

Alan R. Schriber, Chairman

Commissioners

Ronda Hartman Fergus

Craig A. Glazer

Judy A. Jones

Donald L. Mason

B&T EXPRESS INC

JERALD MCCULLOUGH

DIR. OF SAFETY & PERSONNEL

PO BOX 468

NORTH LIMA, OH 44452

February 17, 2000

Re: NOTICE OF APPARENT VIOLATION
AND INTENT TO ASSESS FORFEITURE
Case No. OHKH300171C

Dear Carrier:

On December 28, 1999 vehicle operated by B&T EXPRESS INC and driven by ALBERT W GFAMBLE were inspected within the state of Ohio by staff of the Ohio Highway Patrol, Commercial Motor Carrier Enforcement Section. As the result of discovery of the following apparent out-of-service violation(s), the Commission intends to make a civil monetary assessment against B&T EXPRESS INC in the following amount:

CODE	UNIT	VIOLATION	VIOL. GROUP
393.46	1	HOSE OR TUBING LEAK AND DEFECT AT CONNECTIO	2
396.3A1BL	1	LEAK AIR RESULTING IN RESERVOIR PRESSURE LO	2

TOTAL AMOUNT DUE: \$150.00

[Payment must be received within 30 days of receipt of this notice.]

You are urged to take corrective action immediately concerning the apparent violation(s) and to take appropriate measures to ensure that it is not repeated.

If you would prefer for any future notices to be delivered to a particular person or different address than what is shown on this "Notice", please contact this office at (614)466-0351.

Please consult the enclosed additional information on the instruction sheet in regard to your rights and responsibilities concerning this Notice of Apparent Violation and Notice of Intent to Assess Forfeiture.

Sincerely
John Canty, Deputy Chief
Civil Forfeiture Division

INSTRUCTION SHEET

NOTICE OF APPARENT VIOLATION AND
NOTICE OF INTENT TO ASSESS FORFEITURE

You have received a combined "Notice of Apparent Violation" and "Notice of Intent to Assess Forfeiture" as described in Rule 4901:2-7-09, Ohio Administrative Code (O.A.C.). WITHIN 30 DAYS OF RECEIPT OF THIS NOTICE, YOU MUST EITHER: (1) Pay the forfeiture amount indicated in the notice, or (2) Make a written request for conference. If you do not pay the forfeiture or request a conference within 30 days, your case will be referred to the Attorney General for collection.

Both procedures are described below. Please read them carefully.

1. How to Pay the Forfeiture

You may make payment of the forfeitures indicated in the Notice by company check or money order (no Canadian postal money orders) made payable to: "PUCO Fiscal Division", and must indicate the case number(s) for which payment is being made. Please mail the payment to the following address:

Public Utilities Commission of Ohio
Attention: Fiscal Division
180 East Broad Street
Columbus, OH 43215-3793

THE CASE NUMBER (OR INSPECTION NUMBER) AND THE COMPANY NAME MUST BE WRITTEN ON THE FACE OF YOUR CHECK OR MONEY ORDER.

2. How to Make a Request for Conference

If you believe that any of the violations described in the Notice did not occur as alleged, that any of the occurrences described did not constitute a violation of the safety rules, or that you were not responsible for the apparent violations, or if you wish to contest the amount of the forfeiture indicated in the Notice, you should make a "Request for Conference" as described in Rule 4901:2-7-10, O.A.C., in lieu of payment for the forfeiture(s). Your "Request for Conference" must be IN WRITING and must be mailed or otherwise delivered within thirty days of your receipt of the "Notice of Intent to Assess Forfeiture" to the following address:

Public Utilities Commission of Ohio
Civil Forfeiture Division
180 East Broad Street, 5th Floor
Columbus, OH 43215-3793

(Over please)

- Your request for conference must contain the "Case Number" at the top of the notice letter, and the name, address and telephone number of the person to whom further communications regarding this matter should be directed. It should be designated a "Request for Conference", should indicate your preference whether this matter be discussed by telephone, or in person, and may include any additional information you wish to submit at this time.

3. Failure to Make a Request for Conference

If you do not serve a timely "Request for Conference" in the manner described above, you will forfeit your right to contest liability to the State of Ohio for the amount of the forfeitures set forth in the Notice. Moreover, the occurrence of the violations described in the Notice will be conclusively established for purposes of inclusion in your "history of violations". Should the history of violations reveal an ongoing safety problem, the result may be an increase in the amount of any civil forfeiture assessed for future violations.

4. Violation Amounts, Codes and Violation Group

R.C. Section 4919.99, 4921.99 and 4923.99 authorizes the Public Utilities Commission of Ohio to assess a civil forfeiture of up to \$1,000 per violation for any violation of the safety rules discovered during a roadside inspection. The amount of any forfeiture depends upon the nature, gravity, circumstances, and extent of the violation, the offender's degree of culpability for the violation, and the offender's history of violations.

"Code" in the Notice identifies the rule which was violated. Numbers in a 300 series refer to specific sections of the Motor Carrier Safety Regulations, Title 49, Code of Federal Regulations. Codes in other formats refer to violations of Ohio rules. Some section numbers may have suffixes beyond those which appear in the C.F.R. These are used for internal data collection purposes.

"Violation Group" and "Total Amount Due" in the Notice identifies the numerical fine Group (1-4) of the code which was violated. The total amount of fine for all violations is listed in the "Total". If the words "with history" is added to the word "Total", then the amount of your total has been doubled, up to \$1,000. For additional information on the fine structure, contact the Civil Forfeiture Division.

5. Copies of Inspection Reports

A copy of the inspection report for the violations described in the Notice was given to the driver at the time of inspection. The driver should have given that copy to you. Additional copies of inspection reports must be requested from the PUCO's Investigations and Inspections Division at (614) 466-0429.

Please contact the Civil Forfeiture Division at (614) 466-0351 if you need additional information regarding the civil forfeiture compliance program.



The Public Utilities Commission of Ohio

Bob Taft
GOVERNOR

ALAN R. SCHRIBER
CHAIRMAN

April 24, 2000

MR. BOYD FERRIS
ATTORNEY B&T EXPRESS INC
2733 WEST DUBLIN-GRANVILLE ROAD
COLUMBUS, OH 43235-2798

RE: NOTICE OF PRELIMINARY DETERMINATION
Case No. OHKH300171C

Dear MR. FERRIS:

On December 28, 1999, a vehicle operated by B&T EXPRESS INC, and driven by ALBERT W GFAMBLE, was inspected within the State of Ohio. As the result of discovery of the following apparent violations the Staff timely notified Respondent pursuant to Rule 4901:2-7-07, O.A.C., that it intended to make a civil monetary assessment against Respondent in the following amount:

Code	Violation
393.46	HOSE OR TUBING LEAK AND DEFECT AT CONNECTION
396.3A1BL	LEAK AIR RESULTING IN RESERVOIR PRESSURE LOSS

Total Forfeiture Assessed : \$150.00

A conference was conducted pursuant to Rule 4901:2-7-10(B), O.A.C., at which the Respondent had a full opportunity to present any 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.

(continued)

MR. BOYD FERRIS
ATTORNEY B&T EXPRESS INC
April 24, 2000
OHKH300171C

PAGE -2-

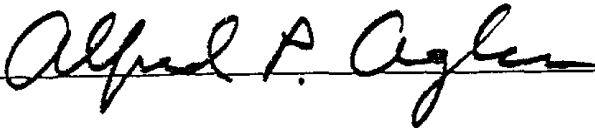
As a result of the conference, Staff has made a Preliminary Determination that the Commission should make a civil monetary assessment against B&T EXPRESS INC in the following forfeiture:

Code	Violation
393.46	HOSE OR TUBING LEAK AND DEFECT AT CONNECTION
396.3A1BL	LEAK AIR RESULTING IN RESERVOIR PRESSURE LOSS

Total Forfeiture Agreed : \$150.00

Please include a certified check or money order for the total forfeiture Agreed, made payable to "Treasurer State of Ohio," and mail to: PUCO FISCAL, 180 E. Broad St, 10th floor, Cols. OH 43215-3793. FOR PROPER CREDIT, BE SURE TO PUT THE CASE NUMBER ON THE FACE OF THE CHECK.

Please consult the enclosed additional information concerning this Notice of Preliminary Determination.



Alfred P. Agler, Director
Transportation Department
Public Utilities Commission of Ohio

INSTRUCTION SHEET

NOTICE OF PRELIMINARY DETERMINATION

You have received a "Notice of Preliminary Determination" pursuant to Rule 4901:2-7-12, Ohio Administrative Code. This Notice of Preliminary Determination is based upon the inspection report prepared in this case further review and investigation by the Staff and information presented in a settlement conference with the Staff, if held.

Within thirty (30) days of receipt of this Notice you must either: (1) Pay the civil forfeiture indicated in the Notice; or (2) File a written "Request for Administrative Hearing." If you do not pay the civil forfeiture or file a Request for Administrative Hearing within thirty days, you will waive your right to further contest the violation and the civil forfeiture, and you will be subject to an order of the Commission placing you in default and referring your case to the Ohio Attorney General for collection.

Both procedures are described below. Please read them carefully.

1. How to Pay the Forfeiture

- If you do not wish to further contest the civil forfeiture indicated in the notice, you must make payment of the civil forfeiture indicated in the Notice by certified check or money order (no Canadian postal money orders) made payable to: "Treasurer, State of Ohio," and must indicate the case numbers for which payment is being made. Please use the ENCLOSED ENVELOPE to make the payment or mail the payment to the following address:

Public Utilities Commission of Ohio
Attention: Fiscal Department
180 East Broad Street
Columbus, OH 43215-3793

THE CASE NUMBER AND COMPANY NAME MUST BE WRITTEN ON THE FACE OF YOUR CHECK OR MONEY ORDER.

2. How to file a "Request for Administrative Hearing"

- If you do wish to further contest the civil forfeiture indicated in the notice, you should file a "Request for Administrative Hearing" with the Commission's Docketing Division. Please note that you must file a request for "Administrative Hearing" in order to further contest the civil forfeiture or compliance order in this matter, even if you had previously served upon the Staff a "Request for Conference." Your "Request for Administrative Hearing" must be in writing and should be mailed or otherwise delivered within thirty days after receipt of the Notice of Preliminary Determination to the following address:

Public Utilities Commission of Ohio
Docketing Division
180 East Broad Street, Tenth Floor
Columbus, OH 43215-3793

(Over please)

Your "Request for Administrative Hearing" should contain the case number indicated on the Notice of Preliminary Determination and the name, address and telephone number of the person to whom further communications regarding this matter should be directed. A copy of the Notice of Preliminary Determination must be attached to your "Request for Administrative Hearing."

3. The Administrative Hearing

Following receipt of your "Request for Administrative Hearing," the Commission will initiate an administrative hearing proceeding in this matter and set a date for an evidentiary hearing. The evidentiary hearing will be held at the Commission offices in Columbus, Ohio and may consist of written stipulations, oral testimony or such other evidence which is admitted. An Attorney-Examiner employed by the Commission will preside over the administrative hearing. Following the administrative hearing, the Commission will make its decision in this matter. The decision of the Commission may be appealed to the Franklin County Court of Appeals.

4. Failure to file a "Request for Administrative Hearing"

If you do not file a timely "Request for Administrative Hearing," in the manner described above, you will waive your right to contest liability to the State of Ohio for the amount of the civil forfeitures indicated in the Notice of Preliminary Determination, even if you had previously served upon the Staff a "Request for Conference" in this matter. The occurrence of the violations described in the Notice of Preliminary Determination will be conclusively established in your history of violations for the purposes of determining the amount of the penalty for future violations.

5. Violation Codes and Amounts

"Code" in the Notice of Preliminary Determination identifies the rule or regulation which was violated. Numbers in a 100 or 300 series refer to sections of the Hazardous Materials Regulations or the Federal Motor Carrier Safety Rules, respectively, contained in Title 49, Code of Federal Regulations. Codes in other formats refer to violations of the Ohio Revised Code or the Ohio Administrative Code.

Section 4905.83, Ohio Revised Code, authorizes the Commission to assess a civil forfeiture of up to \$10,000.00 per day for any violation of the rules governing the highway transportation of hazardous materials against any person who transports, or offers for transportation, hazardous materials. The amount of the forfeiture depends on the nature, gravity, extent and circumstances of the violations and the degree of culpability, history of violations, effect upon ability to continue in business and ability to pay of the person who committed the violation.

Please contact the Hazardous Materials Division at (614) 466-0351 if you need additional information regarding this Notice of Preliminary Determination.



The Public Utilities Commission of Ohio

Bob Taft, Governor

Alan R. Schriber, Chairman

Commissioners

Ronda Hartman Fergus

Craig A. Glazer

Judy A. Jones

Donald L. Mason

B&T EXPRESS INC

JERALD MCCULLOUGH

DIR. OF SAFETY & PERSONNEL

PO BOX 468

NORTH LIMA, OH 44452

June 21, 2000

Re: NOTICE OF APPARENT VIOLATION
AND INTENT TO ASSESS FORFEITURE
Case No. OHKG300521C

Dear Carrier:

On April 26, 2000 vehicle numbers 9592 (UNIT #1), 9592A (UNIT #2), operated by B&T EXPRESS INC and driven by JACK D FARMER were inspected within the state of Ohio by staff of the Ohio Highway Patrol, Commercial Motor Carrier Enforcement Section. As the result of discovery of the following apparent out-of-service violation(s), the Commission intends to make a civil monetary assessment against B&T EXPRESS INC in the following amount:

CODE	UNIT	VIOLATION	VIOL. GROUP
393.102	2	SECUREMENT SYSTEMS	1

TOTAL AMOUNT DUE: \$100.00

[Payment must be received within 30 days of receipt of this notice.]

You are urged to take corrective action immediately concerning the apparent violation(s) and to take appropriate measures to ensure that it is not repeated.

If you would prefer for any future notices to be delivered to a particular person or different address than what is shown on this "Notice", please contact this office at (614)466-0351.

Please consult the enclosed additional information on the instruction sheet in regard to your rights and responsibilities concerning this Notice of Apparent Violation and Notice of Intent to Assess Forfeiture.

Sincerely
John Canty, Deputy Chief
Civil Forfeiture Division

INSTRUCTION SHEET

NOTICE OF APPARENT VIOLATION AND NOTICE OF INTENT TO ASSESS FORFEITURE

You have received a combined "Notice of Apparent Violation" and "Notice of Intent to Assess Forfeiture" as described in Rule 4901:2-7-09, Ohio Administrative Code (O.A.C.). WITHIN 30 DAYS OF RECEIPT OF THIS NOTICE, YOU MUST EITHER: (1) Pay the forfeiture amount indicated in the notice, or (2) Make a written request for conference. If you do not pay the forfeiture or request a conference within 30 days, your case will be referred to the Attorney General for collection.

Both procedures are described below. Please read them carefully.

1. How to Pay the Forfeiture

You may make payment of the forfeitures indicated in the Notice by company check or money order (no Canadian postal money orders) made payable to: "PUCO Fiscal Division", and must indicate the case number(s) for which payment is being made. Please mail the payment to the following address:

Public Utilities Commission of Ohio
Attention: Fiscal Division
180 East Broad Street
Columbus, OH 43215-3793

THE CASE NUMBER (OR INSPECTION NUMBER) AND THE COMPANY NAME MUST BE WRITTEN ON THE FACE OF YOUR CHECK OR MONEY ORDER.

2. How to Make a Request for Conference

If you believe that any of the violations described in the Notice did not occur as alleged, that any of the occurrences described did not constitute a violation of the safety rules, or that you were not responsible for the apparent violations, or if you wish to contest the amount of the forfeiture indicated in the Notice, you should make a "Request for Conference" as described in Rule 4901:2-7-10, O.A.C., in lieu of payment for the forfeiture(s). Your "Request for Conference" must be IN WRITING and must be mailed or otherwise delivered within thirty days of your receipt of the "Notice of Intent to Assess Forfeiture" to the following address:

Public Utilities Commission of Ohio
Civil Forfeiture Division
180 East Broad Street, 5th Floor
Columbus, OH 43215-3793

(Over please)

Your request for conference must contain the "Case Number" at the top of the notice letter, and the name, address and telephone number of the person to whom further communications regarding this matter should be directed. It should be designated a "Request for Conference", should indicate your preference whether this matter be discussed by telephone, or in person, and may include any additional information you wish to submit at this time.

3. Failure to Make a Request for Conference

If you do not serve a timely "Request for Conference" in the manner described above, you will forfeit your right to contest liability to the State of Ohio for the amount of the forfeitures set forth in the Notice. Moreover, the occurrence of the violations described in the Notice will be conclusively established for purposes of inclusion in your "history of violations". Should the history of violations reveal an ongoing safety problem, the result may be an increase in the amount of any civil forfeiture assessed for future violations.

4. Violation Amounts, Codes and Violation Group

R.C. Section 4919.99, 4921.99 and 4923.99 authorizes the Public Utilities Commission of Ohio to assess a civil forfeiture of up to \$1,000 per violation for any violation of the safety rules discovered during a roadside inspection. The amount of any forfeiture depends upon the nature, gravity, circumstances, and extent of the violation, the offender's degree of culpability for the violation, and the offender's history of violations.

"Code" in the Notice identifies the rule which was violated. Numbers in a 300 series refer to specific sections of the Motor Carrier Safety Regulations, Title 49, Code of Federal Regulations. Codes in other formats refer to violations of Ohio rules. Some section numbers may have suffixes beyond those which appear in the C.F.R. These are used for internal data collection purposes.

"Violation Group" and "Total Amount Due" in the Notice identifies the numerical fine Group (1-4) of the code which was violated. The total amount of fine for all violations is listed in the "Total". If the words "with history" is added to the word "Total", then the amount of your total has been doubled, up to \$1,000. For additional information on the fine structure, contact the Civil Forfeiture Division.

5. Copies of Inspection Reports

A copy of the inspection report for the violations described in the Notice was given to the driver at the time of inspection. The driver should have given that copy to you. Additional copies of inspection reports must be requested from the PUCO's Investigations and Inspections Division at (614) 466-0429.

Please contact the Civil Forfeiture Division at (614) 466-0351 if you need additional information regarding the civil forfeiture compliance program.



The Public Utilities Commission of Ohio

Bob Taft
GOVERNOR

ALAN R. SCHRIEBER
CHAIRMAN

September 8, 2000

MR. BOYD B. FERRIS
ATTORNEY B&T EXPRESS INC
2733 WEST DUBLIN-GRANVILLE ROAD
COLUMBUS, OH 43235-2798

RE: NOTICE OF PRELIMINARY DETERMINATION
Case No. OHKG300521C

Dear MR. FERRIS:

On April 26, 2000, a vehicle operated by B&T EXPRESS INC, and driven by JACK D FARMER, was inspected within the State of Ohio. As the result of discovery of the following apparent violation the Staff timely notified Respondent pursuant to Rule 4901:2-7-07, O.A.C., that it intended to make a civil monetary assessment against Respondent in the following amount:

Code	Violation
393.102	SECUREMENT SYSTEMS

Total Forfeiture Assessed : \$100.00

A conference was conducted pursuant to Rule 4901:2-7-10(B), O.A.C., at which the Respondent had a full opportunity to present any reasons why the violation 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.

(continued)

MR. BOYD B. FERRIS
ATTORNEY B&T EXPRESS INC
September 8, 2000
OHKG300521C

PAGE -2-

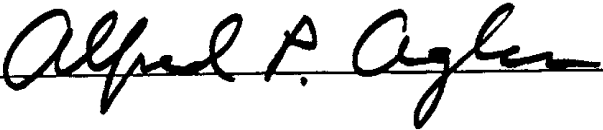
As a result of the conference, Staff has made a **Preliminary Determination** that the Commission should make a civil monetary assessment against B&T EXPRESS INC in the following forfeiture:

Code	Violation
393.102	SECUREMENT SYSTEMS

Total Forfeiture Agreed : \$100.00

Please include a certified check or money order for the total forfeiture Agreed, made payable to "Treasurer State of Ohio," and mail to: PUCO FISCAL, 180 E. Broad St, 10th floor, Cols. OH 43215-3793.
FOR PROPER CREDIT, BE SURE TO PUT THE CASE NUMBER ON THE FACE OF THE CHECK.

Please consult the enclosed additional information concerning this **Notice of Preliminary Determination.**



Alfred P. Agler, Director
Transportation Department
Public Utilities Commission of Ohio

INSTRUCTION SHEET

NOTICE OF PRELIMINARY DETERMINATION

You have received a "Notice of Preliminary Determination" pursuant to Rule 4901:2-7-12, Ohio Administrative Code. This Notice of Preliminary Determination is based upon the inspection report prepared in this case further review and investigation by the Staff and information presented in a settlement conference with the Staff, if held.

Within thirty (30) days of receipt of this Notice you must either: (1) Pay the civil forfeiture indicated in the Notice; or (2) File a written "Request for Administrative Hearing." If you do not pay the civil forfeiture or file a Request for Administrative Hearing within thirty days, you will waive your right to further contest the violation and the civil forfeiture, and you will be subject to an order of the Commission placing you in default and referring your case to the Ohio Attorney General for collection.

Both procedures are described below. Please read them carefully.

1. How to Pay the Forfeiture

If you do not wish to further contest the civil forfeiture indicated in the notice, you must make payment of the civil forfeiture indicated in the Notice by certified check or money order (no Canadian postal money orders) made payable to: "Treasurer, State of Ohio," and must indicate the case numbers for which payment is being made. Please use the ENCLOSED ENVELOPE to make the payment or mail the payment to the following address:

Public Utilities Commission of Ohio
Attention: Fiscal Department
180 East Broad Street
Columbus, OH 43215-3793

THE CASE NUMBER AND COMPANY NAME MUST BE WRITTEN ON THE FACE OF YOUR CHECK OR MONEY ORDER.

2. How to file a "Request for Administrative Hearing"

If you do wish to further contest the civil forfeiture indicated in the notice, you should file a "Request for Administrative Hearing" with the Commission's Docketing Division. Please note that you must file a request for "Administrative Hearing" in order to further contest the civil forfeiture or compliance order in this matter, even if you had previously served upon the Staff a "Request for Conference." Your "Request for Administrative Hearing" must be in writing and should be mailed or otherwise delivered within thirty days after receipt of the Notice of Preliminary Determination to the following address:

Public Utilities Commission of Ohio
Docketing Division
180 East Broad Street, Tenth Floor
Columbus, OH 43215-3793

(Over please)

Your "Request for Administrative Hearing" should contain the case number indicated on the Notice of Preliminary Determination and the name, address and telephone number of the person to whom further communications regarding this matter should be directed. A copy of the Notice of Preliminary Determination must be attached to your "Request for Administrative Hearing."

3. The Administrative Hearing

Following receipt of your "Request for Administrative Hearing," the Commission will initiate an administrative hearing proceeding in this matter and set a date for an evidentiary hearing. The evidentiary hearing will be held at the Commission offices in Columbus, Ohio and may consist of written stipulations, oral testimony or such other evidence which is admitted. An Attorney-Examiner employed by the Commission will preside over the administrative hearing. Following the administrative hearing, the Commission will make its decision in this matter. The decision of the Commission may be appealed to the Franklin County Court of Appeals.

4. Failure to file a "Request for Administrative Hearing"

If you do not file a timely "Request for Administrative Hearing," in the manner described above, you will waive your right to contest liability to the State of Ohio for the amount of the civil forfeitures indicated in the Notice of Preliminary Determination, even if you had previously served upon the Staff a "Request for Conference" in this matter. The occurrence of the violations described in the Notice of Preliminary Determination will be conclusively established in your history of violations for the purposes of determining the amount of the penalty for future violations.

5. Violation Codes and Amounts

"Code" in the Notice of Preliminary Determination identifies the rule or regulation which was violated. Numbers in a 100 or 300 series refer to sections of the Hazardous Materials Regulations or the Federal Motor Carrier Safety Rules, respectively, contained in Title 49, Code of Federal Regulations. Codes in other formats refer to violations of the Ohio Revised Code or the Ohio Administrative Code.

Section 4905.83, Ohio Revised Code, authorizes the Commission to assess a civil forfeiture of up to \$10,000.00 per day for any violation of the rules governing the highway transportation of hazardous materials against any person who transports, or offers for transportation, hazardous materials. The amount of the forfeiture depends on the nature, gravity, extent and circumstances of the violations and the degree of culpability, history of violations, effect upon ability to continue in business and ability to pay of the person who committed the violation.

Please contact the Hazardous Materials Division at (614) 466-0351 if you need additional information regarding this Notice of Preliminary Determination.

Motor Carrier Safety Division

Effective June 25, 1997

Fine Schedule Out-Of-Service Violations

Group 1

Violations	Maximum Fine
Braking Action Absent	1 Violation = \$100
Steering Gear Box	
Missing or Broken Brake Component	2 Violations = \$250
Steering Modification	
Air Drop Test	3 Violations = \$400*
Steering Wheel Play	
Safety Devices - Chains or Hooks	
Coupling, Towing Devices	
Tires, Retreads - on Buses	
Frame	
Steering Column	
Tires, Front Axle	
Other Steering Components	
Safe Loading	
Record of Duty Status -	
10 Hour Violation	
15 Hour Violation	
60 in 7, or 70 in 8	
None in Possession/Not Current	
Falsification of Record of Duty Status (Intentional)	\$300
Violation of Out of Service Notice (Each Notice, Not Each Offense)	\$1,000

Group 2

Violations	Maximum Fine
Brake Pad	1 Violation = \$50
Lamps on the Rear	
Brake Hose, Tube	2 Violations = \$150
Lamps on Projecting Load	
Parking Brake	3 Violations = \$250*
Turn Signal-Rear	
Low Air Warning Device	
Fuel Tank Not Secure	
Air Reservoir	
Adjustable Axle	
Brake Adjustment	
Wheels and Rims	
Headlamp Inoperative	
Front End Structure	
Stop Lamp Inoperative	
Suspension	
Violation of Out of Service Notice (Each Notice, Not Each Offense)	\$1,000
Note: Fines will only be issued for a combination of two or more violations from Group 2 or Group 3.	

Group 3

Violations	Maximum Fine
Fuel Tank Cap Missing	1 Violation = \$40
Audible Air Leak	
Fuel System	2 Violations = \$90
Exhaust System	
Windshield Glazing	3 Violations = \$150*
Tires, Other Axles	
Windshield Wipers	
Age	
Waiver of Physical Disqualification	
License - Improper Class	
Radio Active Material - Training Certificate	
Violation of Out of Service Notice (Each Notice, Not Each Offense)	\$1,000
Note: Fines will only be issued for a combination of two or more violations from Group 2 or Group 3.	

- * Over three violations in any group will result in a review by Commission staff to determine additional fine amount.

Fine Schedule

Effective June 25, 1995

Group 4

Violations	Maximum Fine
No Operating Authority (intrastate)	\$500
Failure to Register (intrastate)	\$250
No Lease Agreement on Vehicle (For-hire intra only)	\$100
Insurance Violations (intrastate)	\$1,000
SSRS Registration (Receipt)	\$100
Failure to Display Correct Ohio-Cab Card Stamp (ICC Exempt)	\$100
Failure to Display Tax Decal on Vehicle	\$100
Radar Detectors	\$100
Medical Certificate (Driver)	\$50
Disqualifying Offenses	\$500
Drugs - Under the Influence	\$500
Drugs - Possessing	\$500
Intoxicants - Under the Influence	\$500
Intoxicants - Possession	\$100

Any questions in regards to this Fine Schedule please contact

Public Utilities Commission of Ohio
Motor Carrier Safety Division - CFS
180 East Broad Street, 5th Floor
Columbus, OH 43215-3793

(614) 466-0369

- * Over three violations in any group will result in a review by Commission staff to determine additional fine amount.

Consul
~~STATE~~ EXHIBIT

19

Ohio State Highway Patrol
Office of Licensing and Commercial Standards
1970 West Broad St.
Columbus, Ohio 43223
Phone 614-466-3682

DRIVER VEHICLE INSPECTION REPORT
Report #: OHKH300171
Date: 12/28/99
Time Started: 14:00 Time Ended: 14:41
Insp. Level: 2 (Walk-Around Inspection)

B&T EXPRESS INC
400 MILEY ROAD
NORTH LIMA, OH 44452
ICC #: 194598
Phone #: 1-800-888-2689

DOT #: 285442
Fax #:

Driver: GFAMBLE, ALBERT W
License #: RP546064
DOB: 09/27/57 State: OH
State #:
Cargo: EMPTY

Location: GIRARD (HUBBARD) SCALES - Mile Post: MP232
Highway: 80 County: TRUMBULL
Shipper:

Origin:
Destination:
Shipping Paper #:

VEHICLE IDENTIFICATION

Unit	Type	Make	Yr	Company
1	TT	PTRB	93	
2	ST	FRUE	95	

License	State	CVSA #
R98332	TX	
0166876	ME	

HAZARDOUS MATERIALS

HM Code/Class	Qty	Wgt
---------------	-----	-----

BRAKE ADJUSTMENTS

Axle #
Right
Left
Chamber

VIOLATIONS

Violation Code	St	Unit	OOS	Citation #	Verif	Violations Discovered
392.71(a)		D	N		N	Using or equipping a CMV with radar detector, IN USE AT TIME OF INSPECTION, COBRA-SERIAL NO. 31205601
393.46		1	Y		U	Brake hose/tube connection, STEERING AXLE LEFT SIDE HOSE WORN DOWN TO CORDS AT TIME OF INSPECTION
396.3A1BL		1	Y		U	Brake-reserve system pressure loss, DUE TO DEFECTIVE BRAKE HOSE WHEN BRAKES ARE APPLIED PRESSURE LOSS OCCURS

Consignee : Interstate Shipment : N For-Hire Carrier : N SSN : 297568386
Drvr Street Address : 13224 PURITAS AVE UP Drvr City : CLEVELAND Drvr State : OH Drvr ZIP : 44135
Seal Broken for Inspection : N Original Seal No. : Replacement Seal No. : HM Incident/Accident : N
Placards Displayed : N Placards offered by shipper : N Ship. docs. prep by carrier : N
Ship. docs. prep. by shipper : N Loaded by Shipper : N Loaded by carrier : N Tank Spec. No. : HazClass A :
ID No. A : Gross Wt. A : Haz Class B : ID No. B : Gross Wt. B : Haz Class C : ID No. C :
Gross Wt. C : Haz Class D : ID No. D : Gross Wt. D : Haz Class E : ID No. E : Gross Wt. E :
Photos Taken : N Photo-Ref No : Supplemental Report : N Paper Rpt Number :

I hereby declare the vehicle(s) so marked above to be OUT OF SERVICE. No person shall remove the OUT OF SERVICE stickers applied to this vehicle, if any, nor operate such vehicle until the out of service defects have been repaired and the vehicle(s) rest

NOTE TO DRIVER/MECHANIC: This report must be furnished WITHIN 24 HOURS to the motor carrier whose name appears at the top of this report. NOTE TO MOTOR CARRIERS: Sign the certification below and the one on the back of this form, and return this report to the address which appears on the other side of this report within 15 days.

Signature of Repairer: X Facility: Date:

CARRIER CERTIFICATION: [This certification and the one on the back of this form MUST BE SIGNED by the motor carrier and RETURNED WITHIN 15 DAYS if any mechanical violations are listed above.] "The undersigned certifies that all mechanical violations listed on this report have been corrected and action taken to assure compliance with the Motor Carrier Safety and HM Regulations insofar as they are applicable to motor carriers and drivers."

Signature of Carrier Official: X Date:

Report Prepared By: PRICE, D. Badge #: 3263 Copy Received By: ALBERT W. GFAMBLE = X

Page #: 1
Last Page

Counsel
Exhibit 70

ANNUAL D.O.T. INSPECTION
(To be used for self inspection, or third party inspection)

NOTICE Inspector Qualification Certification must be on file
with the Motor Carrier prior to completing inspection

VEHICLE IDENTIFICATION: 8868 PRINC057209 TIR 8816 OH
FLEET NUMBER MFG's VIN LICENSE NUMBER
YEAR 1992 MAKE INTERNL MILEAGE READING _____

CARRIER'S NAME E & T EXPRESS, INC. CARRIER'S ADDRESS 400 Wiley Road

LOCATION WHERE INSPECTION REPORT IS RETAINED North Lima, Ohio 44452

COMPONENTS INSPECTED	DATE PASSED	DATE REJECTED	DATE REPAIRED
BRAKE SYSTEM	5/12/99	1 1	1 1
COUPLING DEVICES	5/12/99	1 1	1 1
EXHAUST SYSTEM	5/12/99	1 1	1 1
FUEL SYSTEM	5/12/99	1 1	1 1
LIGHTING DEVICES	5/12/99	1 1	1 1
SAFE LOADING	1 1	1 1	1 1
STEERING MECHANISM	5/12/99	1 1	1 1
SUSPENSION	5/12/99	1 1	1 1
FRAME	5/12/99	1 1	1 1
TIRES	5/12/99	1 1	1 1
WHEELS & RIMS	5/12/99	1 1	1 1
WINDSHIELD GLAZING	5/12/99	1 1	1 1
WINDSHIELD WIPERS	5/12/99	1 1	1 1

This vehicle must be re-inspected on or before (date) 5-12-00
(Cannot exceed 12 months from first date shown)

I hereby certify that I am qualified, and my qualifications are on file with the motor carrier,
and I have accurately completed the above inspection on the date(s) shown above in
compliance with Regulation Part 395, Appendix G to Subchapter E.

5-12-99 Alfred Shivas Alfred Shivas
DATE SIGNATURE OF INSPECTOR PRINTED NAME OF INSPECTOR

I hereby certify that the person who made the above inspection was competent and
qualified.

DATE SIGNATURE OF INSPECTOR'S SUPERVISOR

Supt. Maint. San Trafficanti
TITLE PRINTED NAME OF SUPERVISOR

The original or a copy of this report must be retained by the motor carrier or other entity
who is responsible for the inspection for a period of fourteen (14) months from the date of
the inspection. The original or a copy of the inspection report shall be retained where the
vehicle is either housed or maintained. A copy of the inspection report should be carried in
the inspected vehicle.

B & I Express, INC.

400 M Road

P.O. Box 115

North Lima, OH 44452

Canceled Exhibit 21

UNIT # 8868

TRACTOR: X

X: PREVENTATIVE

DATE: 10-26-99

TRAILER:

 : BREAKDOWN

MILEAGE: 738946

X: ROUTINE

SERIAL #

 : ACCIDENT

COMPLETED BY: Christ Jones

 : ROAD CALLS

PART# DESCRIPTION	QTY	UNIT COST	TOTAL COST	INSTRUCTIONS
THE ROD END	1			REPLACED LEFT THE ROD END.
WHEEL SEAL	1			REPLACED SEAL & BRAKES
STEERING BRAKES	2			RIGHT STEER AXEL.
BRAKE CON	1			REMOVED BRAKE CON R.R.
BRAKE DRUM	1			REMOVED ALE LINE & FITTINGS.
2 1/2 WATER HOSE	8"			REPLACED WATER HOSE.
3/8 AIR LINE	30'			FLUSH FUEL TANK OFF &
3/8 FITTINGS	2			REMOVED FOR BACK ON &
10000 DRIVE TIRES 2				REMOVED TIRES L. R. & APR. BRAKE



Transportation Department
Commercial Vehicle Inspection

**Out of Service
Criteria**

April, 2000

Refer to OAC 4901: 2-5-07.

FMCSR section references on enclosed document are informational only.

*Attached document is Copyrighted by the Commercial Vehicle Safety Alliance (CVSA).
Reprinted with Permission. Further distribution only as authorized by CVSA.*

COMMERCIAL VEHICLE SAFETY ALLIANCE



An Association of State, Provincial and Federal Officials
Responsible for the Administration and Enforcement of Motor
Carrier Safety Laws in the United States, Canada and Mexico.

5430 GROSVENOR LANE • SUITE 130 • BETHESDA, MD 20814 • TEL.: (301) 564-1623 • FAX: (301) 564-0588 • INTERNET: WWW.CVSA.ORG

December 6, 1999

Dear CVSA Members:

Please find enclosed your master copy of the 2000 North American Standard Out-of-Service Criteria (OOSC). Please note that the 2000 OOSC must be reprinted in **gray**. The membership of the Commercial Vehicle Safety Alliance (CVSA) has voted to make the following changes to the North American Standard Out-of-Service Criteria (OOSC) effective on April 1, 2000:

Part I - Driver

Paragraph 9. Renumbering of Driver Duty Status. Replaced 9, 10, 11, 12, 13, & 14 with 9.a, b, c, d, e, f.

Paragraph 9.f. added the language "at the time of inspection" to the end of first sentence.

Paragraph 9. Inserted the word Footnotes above footnotes a and b.

Part II - Vehicle

Paragraph 1.c.(1) Added citation FMCSR 393/43(d).

Paragraph 1.l.(2) Replaced citation FMCSR 393.48(a) with FMCSR 393.43(d).

Paragraph 2.b.(4) Added citation FMCSR 396.3(a).

Paragraph 2.b.(4) Added a note after the Bolt Size Table.

Paragraph 8.k. Added citation FMCSR 396.3(a) to items (1) and (2).

Paragraph 9.b.(3) Added citation FMCSR 393.207(c) after the first sentence, before the Notes.

Paragraph 9.c. Added citation 393.207(c) to items (1) and (2).

Paragraph 10.b. Added the note in item 10.b.(3) to 10.b.(2).

Part III – Hazardous Materials

Paragraph 2.a. Removed the existing sentence and added the language; “The required placards must be displayed on a transport vehicle.”

Paragraph 2.b Added a colon after Number and Type of Placards.

Paragraph 3. Added item “c” to apply to all packages.

Paragraph 4. Changed title to Transport Vehicle Markings and added “when required” at the end of the third sentence.

Paragraph 7.a. Added “/Divisions” after Classes.

Paragraph 7.b. and c. Added the language “unless otherwise excepted” at the end of the sentence.

Please be sure to reprint and forward the 2000 OOSC copies to inspectors prior to the effective date April 1, 2000.

Sincerely,



Stephen F. Campbell
Executive Director

Enclosure

APPENDIX A
NORTH AMERICAN STANDARD OUT-OF-SERVICE CRITERIA

APRIL 1, 2000

COMMERCIAL VEHICLE SAFETY ALLIANCE

Part I - North American Standard Driver Out-of-Service Criteria	Pages 2 - 7
Part II - North American Standard Vehicle Out-of-Service Criteria	Pages 8 - 41
Part III - North American Standard Hazardous Materials Out-of-Service Criteria	Pages 42 - 46

THIS DOCUMENT REPLACES AND SUPERSEDES ALL PREVIOUS
OUT-OF-SERVICE CRITERIA

CVSA OUT-OF-SERVICE CRITERIA
APRIL 1, 1999

PART I - DRIVER

<u>DESCRIPTION</u>	<u>MANUAL PAGE</u>
DRIVER'S AGE	3
CDL	3
DRIVER WAIVER	4
SICKNESS OR FATIGUE	4
DRIVER QUALIFICATION/DISQUALIFICATION	5
SUBSTANCE ABUSE (DRUGS/ALCOHOL)	5
DUTY STATUS (HOURS OF SERVICE)	5

PART II - VEHICLE

BRAKE SYSTEMS	
DEFECTIVE	9
ADJUSTMENT LIMITS	10
LININGS/PADS	10
ADJUSTMENT LIMIT CHARTS	11,12
STEERING AXLE	13
PARKING BRAKE	14
BREAKAWAY SYSTEM	14
DRUMS/DISCS	14
HOSE	15
TUBING	15
LOW PRESSURE DEVICE	15
AIR LOSS RATE	16
TRACTOR PROTECTION SYSTEM	16
AIR RESERVOIR	16
AIR COMPRESSOR	16
ELECTRIC	16
HYDRAULIC	17
VACUUM	17
COUPLING DEVICES	
FIFTH WHEELS	18
LOWER COUPLER	18
UPPER COUPLER	19
PINTLE HOOKS	20
DRAWBAR EYE	21
DRAWBAR/TONGUE	21
SAFETY DEVICES	22
SADDLEMOUNTS	22

<u>DESCRIPTION</u>	<u>MANUAL PAGE</u>
TURNTABLES	22
EXHAUST SYSTEM	22
FRAMES	
MEMBERS	23
WHEEL CLEARANCE	24
ADJUSTABLE AXLES	24
FUEL SYSTEM	24
HEADLAMPS, TAIL LAMPS, LAMPS ON PROJECTING LOADS, STOP LAMPS AND TURN SIGNALS	
WHEN REQUIRED	24
ANYTIME	25
SAFE LOADING/TIEDOWNS	25
STEERING	
WHEEL FREE PLAY	30
COLUMN	31
FRONT AXLE (INCLUDING HUB)	31
GEAR BOX	31
PITMAN ARM	31
POWER	31
BALL & SOCKET JOINTS	31
TIE ROD/DRAW LINKS	31
NUTS	32
SYSTEM	32
C-DOLLY	32
SUSPENSION	
AXLE PARTS/MEMBERS	32
SPRING ASSEMBLY	33
COIL/RUBBER SPRING AND AIR SUSPENSION	34
COMPOSITE	34
TORQUE/RADIUS/TRACKING COMPONENTS	36
TIRES	
STEERING AXLE	36
OTHER	37

<u>DESCRIPTION</u>	<u>MANUAL PAGE</u>
VAN AND OPEN-TOP TRAILER BODIES	
UPPER RAIL	38
LOWER RAIL	39
FLOOR CROSSMEMBERS	39
SIDE PANELS	39
WHEELS, RIMS, AND HUBS	40
WINDSHIELD WIPERS	41
BUSES	
EMERGENCY EXITS	41
PART III - HAZARDOUS MATERIALS	
SHIPPING PAPERS	43
PLACARDING	43
BULK PACKAGES	43
TRANSPORT VEHICLE MARKINGS	44
PIH MARKINGS	44
NON-BULK PACKAGES	45
LOADING & SECUREMENT	45
FORBIDDEN ITEMS	45
RADIOACTIVE MATERIALS	46

APPENDIX A

Part I

NORTH AMERICAN STANDARD DRIVER OUT-OF-SERVICE CRITERIA

POLICY STATEMENT

The purpose of this part is to identify violations that render the commercial motor vehicle operator unqualified to drive or out-of-service. The necessity for all enforcement personnel to implement and adhere to these standards is: (1) a matter of law; (2) perceived as necessary by the society we are charged with protecting, and (3) a professional obligation if substantial enhancement in the safety of commercial motor vehicle operators is to be achieved.

Except where state, provincial, or federal laws preclude enforcement of a named item, motor carrier safety enforcement personnel and their jurisdictions shall comply with these driver out-of-service violation standards.

OUT-OF-SERVICE VIOLATION: Violations under this category preclude further operation of a commercial motor vehicle by its driver for a specified period of time or for some violations until a required condition is met. An example of the former standard is hours of service violations.

1. DRIVERS AGE

Is not at least 21 years of age (391.11(b)(1) or is not exempted under 390.3(f) or 391.2. *Place driver out-of-service.*

2. OPERATOR'S/CHAUFFEUR'S LICENSE OR PERMIT (NON-CDL)

- a. Vehicle 26,000 lbs. or less GVWR not designed to transport 16 or more passengers or placarded loads of hazardous materials.

Is not licensed for the type of vehicle being operated. *Place driver out-of-service.* (Out-of-service action to be initiated only upon home state license verification.) (391.11(b)(5))

- b. Endorsements and restrictions

Operating a commercial vehicle without proper endorsement or in violation of restrictions. (391.11(b)(5)) *Place driver out-of-service.*

NOTE: Canadian operator's license endorsements are included in the class. Transporting dangerous goods requires a training certificate. *Place driver out-of-service if not in possession.*

NOTE: Mexican drivers must have a Category E license to transport hazardous materials. All other endorsements are included in the class. *Place driver out-of-service if not in possession.*

3. CDL

- a. License

Does not possess a valid CDL issued by his/her state or jurisdiction of domicile. *Place driver out-of-service.* (Out-of-service action to be initiated only upon home state license verification.) (383.23(a)(2))

NOTE: Canadian operators not possessing a valid Provincial or Territorial license of the correct class. *Place driver out-of-service.*

NOTE: Mexican operators who do not possess the new Licencia Federal. (Can be recognized by the medallion in the upper left hand corner containing the Mexican national symbol of an eagle with a serpent. The words Licencia Federal de Conductor and logo SCT are

also on the front of the license. *Place driver out-of-service if not in possession.*

b. Learners permit

Is not accompanied by the holder of a valid CDL. (383.23(c)) *Place driver out-of-service.*

c. Endorsements and restrictions

Operating a commercial vehicle without proper endorsements or in violation of restrictions. (383.23(a)(2)), (391.11(b)(5)) *Place driver out-of-service.*

NOTE: Canadian operator's license endorsements are included in the class. Transporting dangerous goods requires a training certificate. *Place driver out-of-service if not in possession of training certificate.*

NOTE: Mexican drivers must have a Category E license to transport hazardous materials. All other endorsements are included in the class.

d. Classification

Does not possess proper class of license for vehicle being operated. (383.91(a)) *Place driver out-of-service.*

4. DRIVER WAIVER

a. Waiver of physical disqualification

No waiver of physical disqualification in possession, when required. (391.49(j)) *Place driver out-of-service.*

b. Medical Certificate

Operating a commercial vehicle without corrective lenses or hearing aid as indicated on the driver's medical certificate. (391.11(b)(4)) *Place driver out-of-service.*

5. SICKNESS OR FATIGUE

When so impaired that the driver should not continue the trip. (392.3) *Place driver out-of-service until no longer impaired.*

6. DRIVER DISQUALIFICATION

Driver disqualification under the provisions of (383.51(a)) or 391.15(a))
Place driver out-of-service until requalification is established.

7. DRUGS AND OTHER SUBSTANCES; AS IDENTIFIED UNDER SECTION 392.4(a).

a. Shall not be in possession

Is in possession. (392.4(a)) *Place driver out-of-service for 24 hours.*

b. Shall not be under the influence

Is under the influence, with probable cause. (392.4(a)) *Place driver out-of-service for 24 hours.*

8. INTOXICATING BEVERAGES

Under the influence of intoxicating beverage, consumes an intoxicating beverage regardless of its alcohol content, or have any measured alcohol concentration or any detected presence of alcohol while on duty, or operating or in physical control of a motor vehicle. (392.5(a))
Place driver out-of-service for 24 hours.

Be on duty or operate a motor vehicle while the driver possesses an intoxicating beverage, regardless of its alcohol content. (392.5(a)) *Place driver out-of-service for 24 hours.*

9. {*} DRIVER'S RECORD OF DUTY STATUS

(a) 10 Hour Rule *, ***, ****

Driving more than ten (10) hours following eight consecutive hours off duty. (395.3(a)(1)) *Place driver out-of-service for eight consecutive hours.*

(b) 15 Hour Rule *, ***, ****

Driving for any period after having been on duty fifteen (15) hours following eight (8) consecutive hours off duty. (395.3(a)(2)) *Place driver out-of-service for eight consecutive hours.*

(c) 60/70 Hour Rule *, ****

Driving after being on duty more than 60 hours in 7 consecutive days or 70 hours in 8 consecutive days. (395.3(b)) *Place driver out-of-service until such time as eligibility to drive is reestablished.*

NOTE: Canada: Driving after being on duty more than 120 hours in 14 consecutive days.

(d) No Log

No record of duty status in possession when one is required. (395.8(a)) *Place driver out-of-service for eight consecutive hours.*

(e) No Previous 7 days **

Failing to have in possession a record of duty status for the previous seven consecutive days. (395.8(k)(2)) See Exception (395.13(b)(3)) *Place driver out-of-service for eight consecutive hours.*

{*} (f) False Log

A record of duty status that does not accurately reflect the driver's actual activities and duty status (including time and location of each duty status change and the time spent in each duty status) in an apparent attempt to conceal a violation of an hours of service limitation at the time of inspection. (395.8(e)) See Exception (395.13(b)(3)) *Place driver out-of-service for eight consecutive hours.*

{*} Footnotes

- * (a) Drivers involved in sleeper berth operations (sleeper teams) placed out-of-service for "hours" violations may be replaced by a co-driver, if the co-driver has hours available to drive.
- (b) A solo driver using a sleeper berth to obtain rest who exceeds the hours of service limitations shall be placed out-of-service until said driver has hours available to drive.

****** Exception (395.13(b)(3)) A driver failing only to have possession of a record of duty status current on the day of examination and the prior day, but has completed records of duty status up to that time (previous 6 days) will be given the opportunity to make the duty status record current.

******* All drivers operating CMVs in Canada may drive 13 hours.

******** Drivers operating north of the 60th parallel (Alaska - Canada) 15 hours driving time, 20 hours on duty time, 70 hours in 7 consecutive days and 80 hours in 8 consecutive days.

APPENDIX A

Part II

NORTH AMERICAN STANDARD VEHICLE OUT-OF-SERVICE CRITERIA

POLICY STATEMENT

The purpose of this part is to identify critical vehicle inspection items and provide criteria for placing vehicles out-of-service subsequent to a safety inspection.

NOTE: Decal Qualification: Each vehicle (bus, truck, truck tractor, semitrailer, trailer, etc.) must "pass" inspection to qualify for a decal. "Pass Inspection" means that no violations/defects are found of the vehicle inspection items contained in the definitions of Level I and Level V inspections. Said definitions of Level I and Level V inspections can be found in Article XVIII of the CVSA Bylaws. For the purpose of decal issuance, if no violation is detected during a Level I or Level V inspection due to a hidden part, which includes the vehicle inspection items listed in the definitions, a decal shall be applied.

OUT-OF-SERVICE: Authorized personnel shall declare and mark "out of service" any motor vehicle which by reason of its mechanical condition or loading would be likely to cause an accident or breakdown. An "Out of Service Vehicle" sticker shall be used to mark vehicles "out of service." No motor carrier shall require nor shall any person operate any commercial motor vehicle declared and marked "out of service" until all repairs required by the "out of service notice" have been satisfactorily completed.

No person shall remove the "Out of Service Vehicle" sticker from any motor vehicle prior to completion of all repairs required by the "out of service notice."

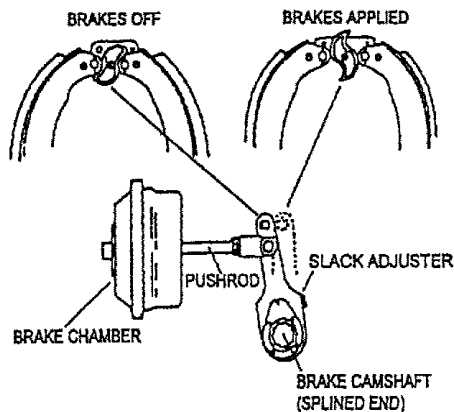
Violations, other than out of service conditions, detected during the inspection process will not preclude the completion of the current trip or dispatch. However, such violations must be corrected or repaired prior to redispach.

1. **BRAKE SYSTEM**

- a. **Defective Brakes:** The number of defective brakes is equal to or greater than 20 percent of the service brakes on the vehicle or combination. A defective brake includes any brake that meets one of the following criteria.

NOTE: Steering axle brakes under 1.b. are to be included in the 20 percent criterion.

- (1) Absence of effective braking action upon application of the service brakes (such as brake linings failing to move or contact braking surface upon application). (393.48(a))
- (2) Missing or broken mechanical components including: shoes; linings; pads; springs; anchor pins; spiders; cam rollers; pushrods, and air chamber mounting bolts. (393.48(a))
- (3) Loose brake components including air chambers, spiders and cam shaft support brackets. (393.48(a))
- (4) Audible air leak at brake chamber. (Example: ruptured diaphragm, loose chamber clamp, etc.) NOTE: Also check under 1.h. - Air Loss Rate. (396.3(a)(1))



- (5) Brake adjustment limits. Bring reservoir pressure between 90 and 100 psi (620-690 KPA), turn engine off and then fully apply the brakes.
- (a) One brake at 1/4 inch (6mm) or more beyond the adjustment limit. (Example: Type 30 clamp type brake chamber pushrod measured at 2-1/4 inches (57mm) would be one defective brake.) (396.3(a)(1))
 - (b) Two brakes less than 1/4 inch (6mm) beyond the adjustment limit also equal one defective brake. (Example: Type 30 clamp type brake chamber pushrods measure - Two at 2-1/8 inches (54mm). This example would equal one defective brake. (396.3(a)(1))
 - (c) Any wedge brake where the combined brake lining movement of both top and bottom shoes exceeds 1/8 inch (3mm).
- (6) Brake linings or pads. (Except on power unit steering axles.)
- (a) Cracked, loose or missing lining.
 - i. Lining cracks or voids of 1/16" (1.6mm) in width observable on the edge of the lining.
 - ii. Portions of a lining segment missing such that a fastening device (rivet or bolt) is exposed when viewing the lining from the edge.
 - iii. Cracks that exceed 1-1/2" (38mm) in length.
 - iv. Loose lining segments. (Approximately 1/16" (1.6mm) or more movement.)
 - v. Complete lining segment missing. (393.47)

Out-of-Service
Cracks or voids that exceed 1/16" in width.
Cracks that exceed 1 1/2" in length.

Out-of-Service
Portion of lining missing that exposes a
fastening device.

COMMERCIAL VEHICLE SAFETY ALLIANCE
NORTH AMERICAN STANDARD OUT-OF-SERVICE CRITERIA
REFERENCE CHARTS

Reference: Paragraph 1.a. of Part II of the Out-of-Service Criteria

Brake Adjustment: Shall not exceed those specifications contained hereunder relating to "Brake Adjustment Limit". (Dimensions are in inches.)

CLAMP TYPE BRAKE CHAMBER DATA

<u>TYPE</u>	<u>OUTSIDE DIAMETER</u>	<u>BRAKE ADJUSTMENT LIMIT</u>
6	4-1/2 (114mm)	1-1/4 (32mm)
9	5-1/4 (133mm)	1-3/8 (35mm)
12	5-11/16 (145mm)	1-3/8 (35mm)
16	6-3/8 (162mm)	1-3/4 (45mm)
20	6-25/32 (172mm)	1-3/4 (45mm)
24	7-7/32 (184mm)	1-3/4 (45mm)
30	8-3/32 (206mm)	2 (51mm)
36	9 (229mm)	2-1/4 (57mm)

NOTE: A brake found at the adjustment limit is not a violation.

'LONG STROKE' CLAMP TYPE BRAKE CHAMBER DATA

<u>TYPE</u>	<u>OUTSIDE DIAMETER</u>	<u>BRAKE ADJUSTMENT LIMIT</u>
12	5-11/16 (14.5cm)	1-3/4 (4.5cm)
16	6-3/8 (162mm)	2.0 (51mm)
20	6-25/32 (172mm)	2.0 (51mm)
24	7-7/32 (184mm)	2.0 (51mm)
24*	7-7/32 (184mm)	2.5 (64mm)
30	8-3/32 (206mm)	2.5 (64mm)

* For 3" maximum stroke type 24 chambers

NOTE: A brake found at the adjustment limit is not a violation.

TIE ROD STYLE PISTON BRAKE CHAMBER DATA

<u>SIZE</u>	<u>OUTSIDE DIAMETER</u>	<u>BRAKE ADJUSTMENT LIMIT</u>
30	6-1/2 (165mm)	2.5 (64mm)

NOTE: A brake found at the adjustment limit is not a violation

BOLT TYPE BRAKE CHAMBER DATA

<u>TYPE</u>	<u>OUTSIDE DIAMETER</u>	<u>BRAKE ADJUSTMENT LIMIT</u>
A	6-15/16 (176mm)	1-3/8 (35mm)
B	9-3/16 (234mm)	1-3/4 (45mm)
C	8-1/16 (205mm)	1-3/4 (45mm)
D	5-1/4 (133mm)	1-1/4 (32mm)
E	6-3/16 (157mm)	1-3/8 (35mm)
F	11 (279mm)	2-1/4 (57mm)
G	9-7/8 (251mm)	2 (51mm)

NOTE: A brake found at the adjustment limit is not a violation.

ROTOCHAMBER DATA

<u>TYPE</u>	<u>OUTSIDE DIAMETER</u>	<u>BRAKE ADJUSTMENT LIMIT</u>
9	4-9/32 (109mm)	1-1/2 (38mm)
12	4-13/16 (122mm)	1-1/2 (38mm)
16	5-13/32 (138mm)	2 (51mm)
20	5-15/16 (151mm)	2 (51mm)
24	6-13/32 (163mm)	2 (51mm)
30	7-1/16 (180mm)	2-1/4 (57mm)
36	7-5/8 (194mm)	2-3/4 (70mm)
50	8-7/8 (226mm)	3 (76mm)

NOTE: A brake found at the adjustment limit is not a violation.

DD-3 BRAKE CHAMBER DATA

<u>TYPE</u>	<u>OUTSIDE DIAMETER</u>	<u>BRAKE ADJUSTMENT LIMIT</u>
30	8-1/8 (206mm)	2-1/4 (57mm)

NOTE: This chamber has three air lines and is found on motor coaches.

NOTE: A brake found at the adjustment limit is not a violation.

WEDGE BRAKE DATA

The combined movement of both brake shoe lining scribe marks shall not exceed 1/8 inch. (3.18mm).

- b) Evidence of oil seepage into or out of the brake lining/drum interface area. This must include wet contamination of the lining edge accompanied by evidence that further contamination will occur - such as oil running from the drum or a bearing seal.
NOTE: Grease on the lining edge, back of shoe, or drum edge and oil stains with no evidence of fresh oil leakage are not conditions for out-of-service. (393.47)
 - (c) Air Brakes: Lining with a thickness less than 1/4 inch (6mm) or to wear indicator if lining is so marked, measured at the shoe center for drum brakes or less than 1/8 inch (3mm) for disc brakes. (393.47)
 - (d) Hydraulic & electric brakes: Lining with a thickness 1/16 inch (1.6mm) or less at the shoe center for disc or drum brakes. (393.47)
- (7) Missing brake on any axle required to have brakes. (393.42)
- b. Steering Axle Brakes: In addition to being included in the 20 percent criterion, the following criteria places a vehicle in an out-of-service condition:
- (1) Absence of effective braking action on any steering axle of any vehicle required to have steering axle brakes, including the dolly and front axle of a full trailer. (393.48(a))
 - (2) Mismatch across any power unit steering axle of:
 - (a) Air chamber sizes. (396.3(a)(1))
 - (b) Slack adjuster length. (396.3(a)(1))
 - (3) Brake linings or pads on the steering axle of any power unit:
 - (a) Cracked, loose, or missing lining.
 - i. Lining cracks or voids of 1/16" (1.6mm) in width observable on the edge of the lining.

- ii. Portions of a lining segment missing such that a fastening device (rivet or bolt) is exposed when viewing the lining from the edge.
- iii. Cracks that exceed 1-1/2" (38mm) in length
- iv. Loose lining segments. (Approximately 1/16" (1.6mm) or more movement)
- v. Complete lining segment missing. (393.47)

- (b) Evidence of oil seepage into or out of the brake lining/drum interface area. This must include wet contamination of that lining edge accompanied by evidence further contamination will occur - such as oil running from the drum or bearing seal.

NOTE: Grease on the lining edge, back of shoe, or drum edge and oil stains with no evidence of fresh oil leakage are not conditions for out-of-service. (393.47)

- (c) Lining with a thickness less than 3/16 inch (5mm) for a shoe with a continuous strip of lining or 1/4 inch (6mm) for a shoe with two pads for drum brakes or to wear indicator if lining is so marked, or less than 1/8 inch (3mm) for air disc brakes, and 1/16 inch (1.6mm) or less for hydraulic, disc, drum and electric brakes. (393.47)

{*} c. Parking Brakes

- (1) Inoperable breakaway braking system on trailer(s). NOTE: No trailer brake application upon actuation of the parking brake control indicates an inoperable breakaway braking system. (See item "I", page 15) (FMCSR 393.43(d))
- (2) Any non-manufactured holes or cracks in the spring brake housing section of a parking brake. (396.3(a)(1))

d. Brake Drums or Rotors (Discs)

- (1) Drums with any external crack or cracks that open upon brake application. NOTE: Do not confuse short hairline heat check cracks with flexural cracks. (396.3(a)(1))
- (2) Any portion of the drum or rotor (discs) missing or in danger of falling away. (396.3(a)(1))

e. Brake Hose

- (1) Hose with any damage extending through the outer reinforcement ply. (Rubber impregnated fabric cover is not a reinforcement ply) (Thermoplastic nylon may have braid reinforcement or color difference between cover and inner tube. Exposure of second color is out-of-service) (396.3(a)(1))
- (2) Bulge/swelling when air pressure is applied. (396.3(a)(1))
- (3) Hose with audible leak at other than a proper connection. (396.3(a)(1))
- (4) Two hoses improperly joined such as a splice made by sliding the hose ends over a piece of tubing and clamping the hose to the tube. (393.46)
- (5) Air hose cracked, broken, or crimped in such a manner as to restrict air flow. (393.45(a)(4))

f. Brake Tubing

- (1) Tubing with an audible leak at other than a proper connection. (396.3(a)(1))
- (2) Tubing cracked, damaged by heat, broken, or crimped. (396.3(a)(1))

g. Low Pressure Warning Device

Low pressure warning device missing, inoperative, or does not operate at 55 psi (379KPA) and below, or 1/2 of the governor cut-out pressure, whichever is less. NOTE: If either an audible or visual warning device is working as required, vehicle should not be placed out-of-service. (393.51)

h. Air Loss Rate

If an air leak is discovered and the reservoir pressure is not maintained when:

- (1) Governor is cut-in;
- (2) Reservoir pressure is between 80 & 90 psi (551-620 KPA);
- (3) Engine is at idle, and
- (4) Service brakes are fully applied. (396.3(a)(1))

i. Tractor-Protection

Inoperable or missing tractor protection valves on power unit. (393.43)
See item "c(1), page 13.

j. Air Reservoir

Air reservoir security; separated from its original attachment points.
(393.50)

k. Air Compressor

(Normally to be inspected when readily visible or when conditions indicate compressor problems.)

- (1) Loose compressor mounting bolts. (396.3(a)(1))
- (2) Cracked, broken, or loose pulley. (396.3(a)(1))
- (3) Cracked or broken mounting brackets, braces, or adapters.
(396.3(a)(1))

l. Electric Brakes

- (1) Absence of braking action on 20 percent or more of the braked wheels of a vehicle or combination of vehicles. (393.48(a))
- {*} (2) Missing or inoperable breakaway braking device. (393.43(d))

m. Hydraulic Brakes Including: Power Assist over Hydraulic and Engine Driven Hydraulic Booster)

- (1) No pedal reserve with engine running. (396.3(a)(1))
- (2) Master cylinder less than 1/4 full.
NOTE: Normally to be inspected when readily visible or problems are apparent. (396.3(a)(1))
- (3) Power assist unit fails to operate. (396.3(a)(1))
- (4) Seeping or swelling brake hose(s) under application of pressure. (396.3(a)(1))
- (5) Missing or inoperable breakaway braking device. (393.43)
- (6) Hydraulic hose(s) abraded (chafed) through outer cover-to-fabric layer. (393.45)
- (7) Fluid lines or connections restricted, crimped, cracked, or broken. (396.3(a)(1))
- (8) Any visually observed leaking hydraulic fluid in the brake system upon full application. (396.3(a)(1))
- (9) Hydraulic System: Brake failure light/low fluid warning light on and/or inoperative. (393.51)

n. Vacuum System

- (1) Insufficient vacuum reserve to permit one full brake application after engine is shut off. (393.50)
- (2) Vacuum hose(s) or line(s) restricted, abraded (chafed) through outer cover-to-cord ply, crimped, cracked, broken, or has collapse of vacuum hose(s) when vacuum is applied. (396.3(a)(1))

2. COUPLING DEVICES (WHEN IN USE)

a. Fifth Wheels (Lower Coupler Assembly)

(1) Mounting to frame

- (a) More than 20 percent of fasteners on either side missing or ineffective. (393.70)
- (b) Any movement between mounting components. (393.70)
- (c) Any mounting angle iron cracked or broken. SPECIAL NOTE: Any repair weld cracking, well defined (especially open) cracks in stress or load-bearing areas, cracks through 20 percent or more original welds or parent metal. (393.70)

(2) Mounting plates & pivot brackets

- (a) More than 20 percent of fasteners on either side missing or ineffective. (393.70)
- (b) Any welds or parent metal cracked. SPECIAL NOTE: Any repair weld cracking, well defined (especially open) cracks in stress or load-bearing areas, cracks through 20 percent or more original welds or parent metal. (393.70)
- (c) More than 3/8 inch (9.5mm) horizontal movement between pivot bracket pin and bracket. (393.70)
- (d) Pivot bracket pin missing or not secured. (393.70)

(3) Sliders

- (a) More than 25 percent of latching fasteners, per side, ineffective. (393.70)
- (b) Any fore or aft stop missing or not securely attached. (393.70)
- (c) Movement of more than 3/8 inch (9.5mm) between slider bracket and slider base. (393.70)

(4) Operating handle

Operating handle not in closed or locked position. (393.70)

(5) Fifth wheel plate

Cracks in fifth wheel plate. (393.70) SPECIAL NOTE: Any repair weld cracking, well defined (especially open) cracks in stress or load-bearing areas, cracks through 20 percent or more original welds or parent metal.

EXCEPTIONS: (1) Cracks in fifth wheel approach ramps, and (2) casting shrinkage cracks in the ribs of the body of a cast fifth wheel.

(6) Locking mechanism

Locking mechanism parts missing, broken, or deformed to the extent the kingpin is not securely held. (393.70)

b. Upper Coupler Assembly: (Including Kingpin)

(1) Horizontal movement between the upper and lower fifth wheel halves exceeds 1/2 inch (13mm). (393.70)

(2) Kingpin can be moved by hand in any direction.

NOTE: This item is to be used when uncoupled semitrailers are encountered, such as at a terminal inspection, and it is impossible to check item (1) above. Kingpins in coupled vehicles are to be inspected using items (1) above and items (3) and (4) below. Vehicles are not to be uncoupled. (393.70)

(3) Kingpin not properly engaged. (393.70)

{*} (4) Any semitrailer with a bolted upper coupler having fewer effective bolts than shown in the following table. MINIMUM TOTAL QUANTITY OF BOLTS. (Total minimum quantity of bolts must be equally divided with 1/2 on each side of the coupler. (FMCSR 396.3(a))

BOLT SIZE

1/2 inch (13mm)

5/8 inch (16mm) or larger

10 - (5 each side)

8 - (4 each side)

NOTE: This bolt size table applies to trailers having a 68,000-lbs. maximum gross vehicle weight rating (GVWR). Such trailers are typically used in tractor-semitrailer combinations with a maximum gross combination weight rating (GCWR) of 80,000-lbs. It is based on Truck Trailer Manufacturers Association Technical Bulletin No. 110 Upper Coupler Attachment Bolts for Trailers with Repositionable Upper Coupler Attachment Bolts for Trailers With Repositionable Upper couplers (4/1/98) Table I also has specifications covering trailers with an 85,000 lbs. and 105,000 lbs. GVWR.

- (5) Any welds or parent metal cracked. SPECIAL NOTE: Any repair weld cracking, well defined (especially open) cracks in stress or load-bearing areas, cracks through 20 percent or more original welds or parent metal. (393.70)

c. Pintle Hooks

Mounting and integrity

- (1) Loose mounting, missing or ineffective fasteners, or insecure latch. (Trailer - 393.70(c), Driveaway - 393.71))
NOTE: A fastener is not considered missing if there is an empty hole in the device but no corresponding hole in the frame and vice versa.
- (2) Cracks anywhere in the pintle hook assembly including mounting surface and frame cross member. (Trailer - 393.70(c), Driveaway - 393.71)
- (3) Any welded repairs to the pintle hook assembly. (Trailer - 393.70(c), Driveaway - 393.71)
- (4) Section reduction visible when coupled. NOTE: No part of the horn should have any section reduced by more than 20 percent. If wear can be seen when the hook and eye are coupled it is possible that either this condition or that described below in "d(4)" exists. (Trailer - 393.70(c), Driveaway - 393.71)

d. Drawbar Eye

Mounting and integrity

- (1) Any cracks in attachment welds or drawbar eye. (Trailer - 393.70(c), Driveaway - 393.71)
- (2) Any missing or ineffective fasteners. (Trailer - 393.70(c), Driveaway - 393.71)
- (3) Any welded repairs to the drawbar eye. (Trailer - 393.70(c), Driveaway - 393.71)
- (4) Section reduction visible when coupled. NOTE: No part of the eye should have any section reduced by more than 20 percent. If wear can be seen when the hook and eye are coupled, it is probable that either this condition or that described above in "c(4)" exists. (Trailer - 393.70(c), Driveaway - 393.71)

e. Drawbar/Tongue

- (1) Slider (power/manual)
 - (a) Ineffective latching mechanism. (Trailer - 393.70(c), Driveaway - 393.71)
 - (b) Missing or ineffective stop. (Trailer - 393.70(c), Driveaway - 393.71)
 - (c) Movement of more than 1/4 inch (6mm) between the slider and housing. (Trailer - 393.70(c), Driveaway - 393.71)
 - (d) Any leaking air or hydraulic cylinders, hoses, or chambers (other than slight oil weeping normal with hydraulic seals.) (Trailer - 393.70(c), Driveaway - 393.71)
- (2) Integrity
 - (a) Any cracks. (Trailer - 393.70(c), Driveaway - 393.71)
 - (b) Movement of 1/4 inch (6mm) between sub frame and drawbar at point of attachment. (Trailer - 393.70(c), Driveaway - 393.71)

f. Safety Devices

- (1) Missing. (393.70(c))
- (2) Unattached or incapable of secure attachment. (393.70(c))
- (3) Improper repairs to chains and hooks including welding, wire, small bolts, rope & tape. (393.70(c))

g. Saddle mounts (Method of Attachment)

- (1) Any missing or ineffective fasteners. (393.71)
- (2) Loose mountings. (393.71)
- (3) Any cracks or breaks in a stress or load-bearing member. (393.71)
- (4) Horizontal movement between upper & lower saddle mount halves exceeds 1/4 inch (6mm). (393.71)

h. Full Trailer (Double Ring, Ball-Bearing Turntable)

- (1) Mounting - Top and Bottom
 - (a) Top flange has less than 6 effective bolts. (393.70(c))
 - (b) Bottom flange has less than 6 effective bolts. (393.70(c))
 - (c) Twenty percent or more of original welds (or repaired original welds), or parent metal cracked. (393.70(c))
- (2) Wear
 - (a) Upper flange half touching lower flange half. (393.70(c))
 - (b) Cracked flanges. (393.70(c))

3. EXHAUST SYSTEM

- a. Any exhaust system, other than that of a diesel engine, leaking at a point forward of or directly below the driver/sleeper compartment and when the floor pan is in such condition as to permit entry of exhaust fumes. (393.83(e))

- b. Any bus exhaust system leaking or discharging under the chassis more than 6 inches (152mm) forward of the rear most part of the bus when powered by a gasoline engine, or more than 15 inches (381mm) forward of the rear most part of the bus when powered by other than a gasoline or diesel engine. (393.83(d))
- c. No part of the exhaust system of any motor vehicle shall be so located as to be likely to result in burning, charring, or damaging the electrical wiring, the fuel supply, or any combustible part of the motor vehicle. (393.83(a))

4. FRAME

a. Frame members

- (1) Any cracked, loose, sagging, or broken frame siderail permitting shifting of the body onto moving parts or other condition indicating an imminent collapse of the frame. (Bus, truck, truck tractor - (393.201(a), Trailers - 396.3(a)(1))
- (2) Any cracked, loose, or broken frame member adversely affecting support of functional components such as steering gear, fifth wheel, engine, transmission, body parts and suspension. (Bus, truck, truck tractor - 393.201(a), Trailers - 396.3(a)(1))
- (3) One and one-half inches (38mm) or longer crack in frame siderail web which is directed toward bottom flange. (Bus, truck, truck tractor - 393.201(a), Trailers - 396.3(a)(1))
- (4) Any crack extending from the frame siderail web around the radius and into the bottom flange. (Bus, truck, truck tractor - 393.201(a), Trailers - 396.3(a)(1))
- (5) One inch (25mm) or longer crack in siderail bottom flange. (Bus, truck, truck tractor - 393.201(a), Trailers - 396.3(a)(1))

NOTE: Items (1) and (2) above, apply to all buses, including those having unitized (monocoque) construction. Items (3) and (4) apply only to buses having a body-on-chassis design, such as most school buses.

b. Tire and Wheel Clearance

Any condition, including loading, that causes the body or frame to be in contact with a tire or any part of the wheel assemblies, at the time of inspection. (396.3(a)(1))

c. Adjustable Axle

Adjustable axle assembly (sliding sub frame) with more than one-fourth of the locking pins missing or not engaged. (393.207(b))

5. FUEL SYSTEM

- a. A fuel system with a dripping leak at any point (including refrigeration or heater fuel systems). (393.67)
- b. A fuel tank not securely attached to the vehicle. NOTE: Some fuel tanks use spring or rubber bushings to permit movement. (393.65)

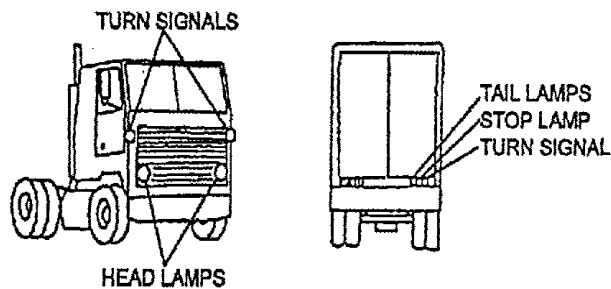
6. HEADLAMPS, TAIL LAMPS, LAMPS ON PROJECTING LOADS, STOP LAMPS, AND TURN SIGNALS

a. When lights are required

- (1) Headlamps - The single vehicle or towing vehicle does not have at least one head lamp operative on low beam. (393.24(b)), (393.17), (393.9-Inoperable)
- (2) Lamps on rear - Bus, truck, truck tractor, and towed vehicle (including driveway/towaway operations) not having at least one steady burning tail lamp on the rear of the rear most vehicle visible from 500 feet (152m). (393.25(b), (393.9-Inoperable))
- (3) Lamps on projecting loads - There is not at least one operative steady burning lamp on the rear of loads projecting more than four feet beyond the vehicle body, visible from 500 feet (152m) (393.11, 393.17, 393.9-Inoperable)

b. At Anytime - Day or Night

- (1) Does not have at least one operative stop lamp on the rear of a single unit vehicle or the rear of the rear most vehicle of a combination of vehicles visible at 500 feet (152m) (393.25(f), 393.17 and 393.9-Inoperable)
- (2) Does not have operative turn signals visible on each side of the rear of a single unit vehicle or the rear of the rear most vehicle of a combination of vehicles. (truck tractors - unless the turn signals on the front are so constructed (double faced) and located to be visible to passing drivers, two turn signals on the rear of the cab, one at each side.) (393.9 - Inoperable), (393.11 - Missing)



7. SAFE LOADING

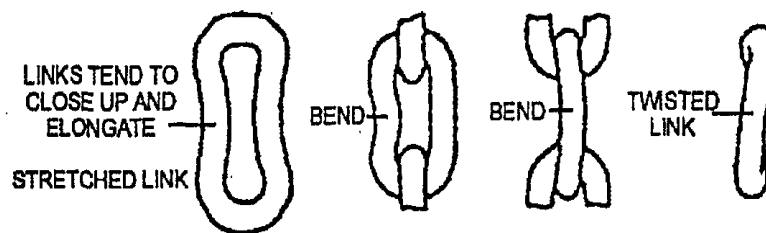
- a. Part(s) of a vehicle or condition of loading such that the spare tire or any part of the load or dunnage can fall onto the roadway. (392.9)
- b. Containers relying solely on fittings and twist locks for securement to container chassis not having four such attachments per container, two per side, properly latched. (393.100)
- c. When 25 percent or more of the required type and number of tie-downs are either loose or missing. (393.102)

- d. When 25 percent or more of the required types and numbers of tie-downs are defective. (393.102)

(1) Chain

- (a) Broken, cracked, twisted, bent, or stretched links. (393.102)
- (b) Containing nicks, gouges, abrasions, wear, or knots. (393.102)
- (c) Any weld(s) on chain, except the original chain weld in each link.

NOTE: Repairs. Links of the clevis variety, having a strength equal to or greater than the nominal chain are acceptable.



(2) Wire Rope

- (a) Kinks, bird caging, or popped core in the working section of the wire rope. (393.102)
- (b) Discoloration from excessive heat or electric arc in the eye or main body of the wire rope. (393.102)
- (c) Corrosion with pitting of the external or internal wires. (393.102)
- (d) More than 11 broken wires in 6 diameters of length. For example; with 1/2 inch (13mm) wire rope, over 11

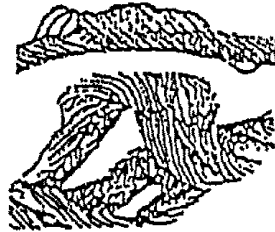
broken wires in (6x1/2) or 3 inches in length.
(6x13=78mm) (393.102)

- (e) More than three broken wires in any one strand. (393.102)
- (f) More than two broken wires at the end connection or fitting. (393.102)

NOTE: Repairs. Wire rope used in tie-down assemblies shall not be repaired or spliced. (Back splices and eye splices are acceptable)



ROPE KINK



EXAMPLES OF
BIRD CAGES



EXAMPLES OF
CORE PROTUSION

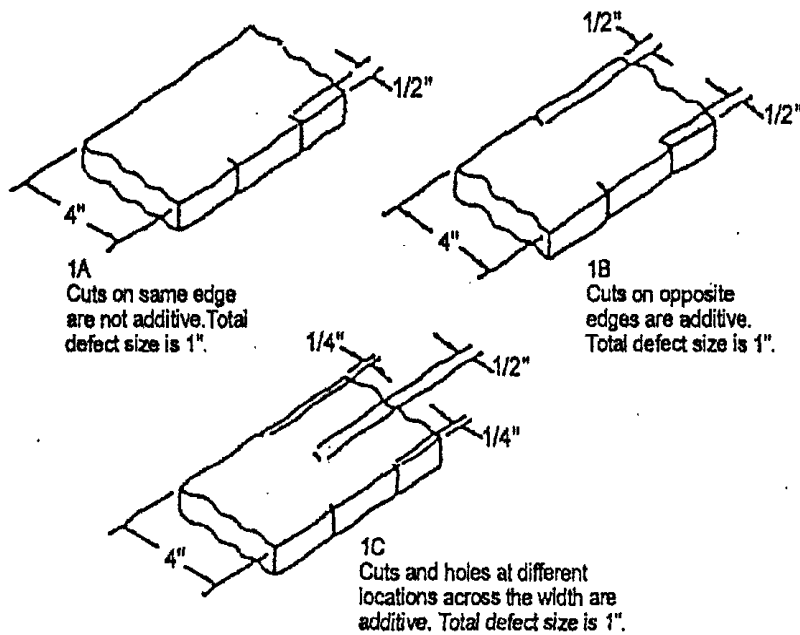
(3) Cordage (fiber rope)

- (a) Burned or melted fibers except on heat-sealed ends. (393.102)
- (b) *Evidence of excessive wear in exterior or interior fibers. (393.102)
- (c) *Any evidence of loss of strength, such as a marked reduction in diameter. (393.102)
- (d) Ineffective knots formed for the purpose of connecting or repairing binders. (393.102)

*NOTE: Effective diameter of cordage reduced by 20 percent is excessive. Repairs: Cordage used in tie-down assemblies shall not be repaired. (Separate lengths of cordage properly spliced together are not considered repairs.)

(4) Synthetic Webbing

- (a) The tie-down contains cut(s), burn(s), and/or hole(s) through the webbing which total more than that shown in the Defect Classification Table. (393.102)
- (b) The tie-down contains separation of its load carrying stitch pattern(s) in excess of $1/4$ of the total stitch area. (393.102)
- (c) The tie-down contains any fitting, tensioning device, or hardware which is broken, obviously sprung, bent, twisted, or contains visible cracks or significant nicks or gouges. (393.102)
- (d) The tie-down contains knotted webbing splices, repairs, or any other apparent defects (i.e., crushed areas, damaged loop ends, severe abrasions, etc.) (393.102)



DEFECT CLASSIFICATION TABLE
Total Defect Size

<u>Web Size</u> Inches (mm)	<u>Out-of-Service Range</u> Inches (mm)
4 (100)	Larger than 3/4 (19)
3 (75)	Larger than 5/8 (16)
2 (50)	Larger than 3/8 (10)
1.75 (45)	Larger than 3/8 (10)

All cuts, burns, and/or holes through the webbing are additive across the width of the strap face for its entire effective length. But only one defect is additive for any specific width. NOTE: Repairs. Webbing used in tie-down assemblies shall not be repaired or spliced.

(5) Fittings or Attachments

- (a) Obvious reduction of section through wear or corrosion. (393.102)
- (b) Obviously distorted or stretched load binders and fittings. (393.102)
- (c) Hooks opened in the throat beyond the original parallel throat opening. (393.102)
- (d) Obvious twisting out of the plane of the fitting. (393.102)
- (e) Welding or discoloration from excessive heat. NOTE: Some winches are designed to be welded to the truck bed. (393.102)
- (f) Any visible cracks. (393.102)
- (g) Any slippage detectable at a wire rope "cable clamp". (393.102)

NOTE: End fittings may be replaced with clevis type.

(6) Anchor Points

- (a) Broken or cracked side or pocket rails, supports, or welds. (393.102)
- (b) Rails bent or distorted where hooks or fittings attach. (393.102)
- (c) Floor rings nicked, gouged, worn, twisted, bent, stretched, or with broken welds. (393.102)

SPECIAL NOTE: If there are no tags or markings on the tie-down, the lowest value for the same size or material shown in the charts contained in the CVSA Tie-Down Guidelines shall apply.

8. STEERING MECHANISM

a. Steering Wheel Free Play

(See Chart: When any of these values - inch movement or degrees - are met or exceeded, vehicle shall be placed out-of-service.) (393.209(b))
For power steering systems, engine must be running.

<u>Steering Wheel Diameter</u>	<u>Manual System Movement 30° or</u>	<u>Power System Movement*45°</u>
16" (41cm)	4-1/2" (11.5cm)(or more)	6-3/4" (17cm)(or more)
18" (46cm)	4-3/4" (12cm)(or more)	7-1/8" (18cm)(or more)
19" (48cm)	5 " (13cm)(or more)	7-1/2" (19cm)(or more)
20" (51cm)	5-1/4" (13cm)(or more)	7-7/8" (20cm)(or more)
21" (53cm)	5-1/2" (14cm)(or more)	8-1/4" (21cm)(or more)
22" (56cm)	5-3/4" (15cm)(or more)	8-5/8" (22cm)(or more)

For power systems, if steering wheel movement exceeds 45 degrees before steering axle tires move, proceed as follows: Rock steering wheel left to right between points of power steering valve resistance. If that motion exceeds 30 degrees (or the inch movement values shown for manual steering) vehicle shall be placed out-of-service.

b. Steering Column

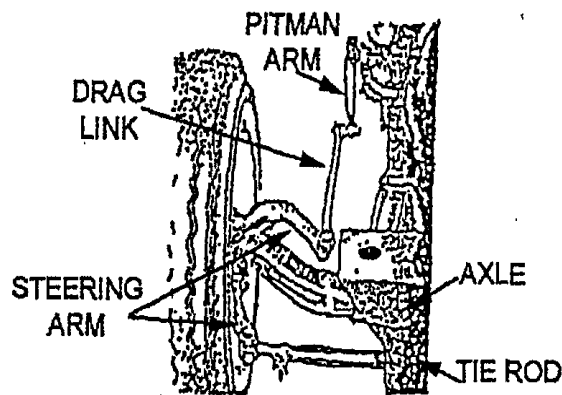
- (1) Any absence or looseness of U-bolt(s) or positioning part(s). (393.209(c))
- (2) Worn, faulty, or obviously repair-welded universal joint(s). (393.209(d))

- (3) Steering wheel not properly secured. (393.209(a))
- c. Front Axle Beam and All Steering Components other than Steering Column (Including Hub)
 - (1) Any crack(s). (396.3(a)(1))
 - (2) Any obvious welded repair(s). (396.3(a)(1))
- d. Steering Gear Box
 - (1) Any mounting bolt(s) loose or missing. (393.209(d))
 - (2) Any crack(s) in gear box or mounting brackets. (393.209(d))
 - (3) Any obvious welded repair(s). (396.3(a)(1))
- e. Pitman Arm
 - (1) Any looseness of the pitman arm on the steering gear output shaft. (393.209(d))
 - (2) Any obvious welded repair(s). (396.3(a)(1))
- f. Power Steering
 - Auxiliary power assist cylinder loose. (393.209(e))
- g. Ball and Socket Joints
 - (1) Any movement under steering load of a stud nut. (396.3(a)(1))
 - (2) Any motion, other than rotational, between any linkage member and its attachment point of more than 1/8 inch (3mm) measured with hand pressure only. (396.3(a)(1))
 - (3) Any obvious welded repair(s). (396.3(a)(1))
- h. Tie Rods and Drag Links
 - (1) Loose clamp(s) or clamp bolt(s) on tie rods or drag links. (396.3(a)(1))

- (2) Any looseness in any threaded joint. (396.3(a)(1))

i. Nuts

Loose or missing on tie rods, pitman arm, drag link, steering arm, or tie rod arm. (396.3(a)(1))



j. Steering System

Any modification or other condition that interferes with free movement of any steering component. (393.209(d))

k. C-Dolly

- (1) Missing or inoperable. (FMCSR 396.3(a))

- {*} (2) Steering not centered in the "zero" locked position. (FMCSR 396.3(a))

9. SUSPENSION

a. Axle Parts/Members

- (1) Any U-bolt(s) or other spring to axle clamp bolt(s) cracked, broken, loose, or missing. (393.207(a))

- (2) Any spring hanger(s), or other axle positioning part(s) cracked, broken, loose, or missing resulting in shifting of an axle from its normal position. (393.207(a))

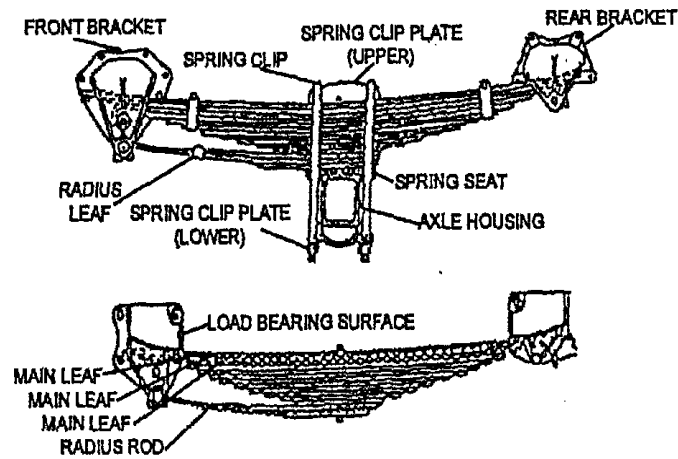
NOTE: After a turn, lateral axle displacement is normal with some suspensions including composite springs mounted on steering axles.

b. Spring Assembly

- (1) One-fourth or more of the leaves in any spring assembly broken. (393.207(c))
- (2) Any leaf or portion of any leaf in any spring assembly is missing or separated. (393.207(c))
- {*} (3) Any broken main leaf in a leaf spring. (FMCSR 393.207(c))

- NOTES:
- 1. Any leaf of leaf spring assembly is a main leaf if it extends, at both ends, to or beyond:
 - a. The load bearing surface of a spring hanger or equalizer.
 - b. The spring end cap or insulator box mounted on the axle.
 - c. A spring eye, further: Any leaf or a helper spring assembly is a helper main leaf if it extends, at both ends, to or beyond the load bearing surface of its contact pad, hanger, or equalizer.
 - 2. The radius rod leaf, in springs having such a leaf, has the same function as the torque or radius components referenced in item 9.d. "Torque Radius, or Tracking Components" and should be treated as such a component for purposes of out-of-service. (393.207(c))

{*} Rev. 4/00



- (4) Coil spring broken. (393.207(d))
- (5) Rubber spring missing. (393.207(a))
- (6) One or more leaves displaced in a manner that could result in contact with a tire, rim, brake drum, or frame. (393.207(c))
- (7) Broken torsion bar spring in torsion bar suspension. (393.207(e))
- (8) Deflated air suspension, (i.e., system failure, leak, etc.) (393.207(f))

c. Composite Springs

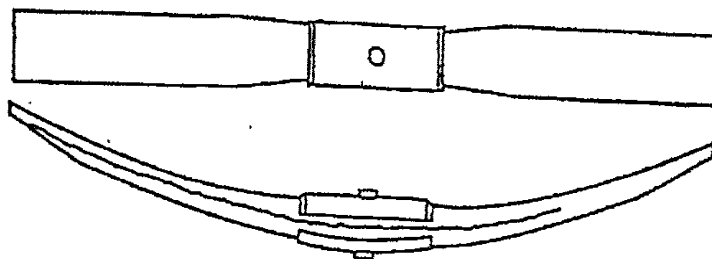
- {*} (1) Intersecting cracks of any length. (See Illustrations Page 32) (FMCSR 393.207(c)).
- {*} (2) A crack that extends beyond 3/4 the length of the spring. (See Illustrations Page 32) (FMCSR 393.207(c)).

NOTE: A crack is a separation in any axis which passes completely through the spring.

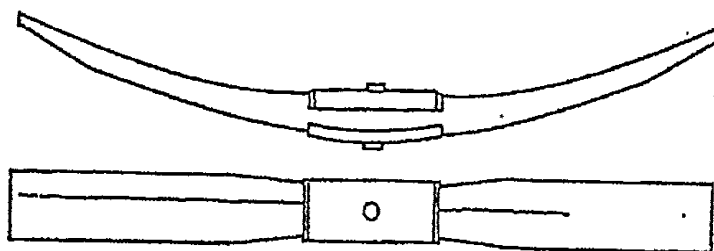
COMPOSITE SPRING

Out-of-Service Conditions

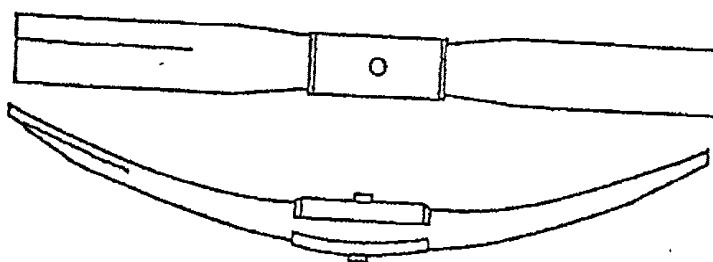
a) Side to side crack extending beyond $\frac{3}{4}$ of the length of the spring. (A crack that extends beyond $\frac{3}{4}$ the length of the spring.)



b) Top to bottom crack extending beyond $\frac{3}{4}$ of the length of the spring. (A crack that extends beyond $\frac{3}{4}$ the length of the spring.)



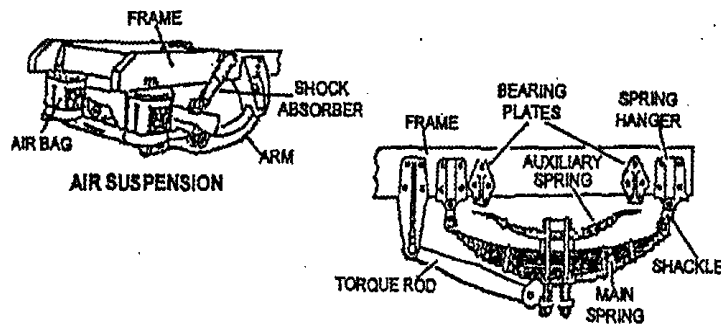
c) Intersecting cracks of any length



Note: A crack is a separation in any axis which passes completely through the spring.

d. Torque, Radius, or Tracking Components

Any part of a torque, radius, or tracking component assembly or any part used for attaching same to the vehicle frame or axle that is cracked, loose, broken, or missing (including spring leaves used as a radius or torque rod, missing bushings but not loose bushings in torque or track rods.) (393.207(a))



10. TIRES

a. Any Tire on Any Steering Axle of a Power Unit

- (1) With less than 2/32 inch (1.6mm) tread when measured in any two adjacent major tread grooves at any location on the tire. (393.75(b))
- (2) When any part of the breaker strip or casing ply is showing in the tread. (393.75(a))
- (3) When sidewall is cut, worn, or damaged to the extent the ply cord is exposed. (393.75(a))
- (4) Labeled "Not For Highway Use" or carrying other markings which would exclude use on steering axles. (396.3(a)(1))
- (5) Visually observable bump, bulge, or knot apparently related to tread or sidewall separation. (396.3(a)(1))

EXCEPTION: A bulge due to a section repair is allowed not to exceed 3/8" (1cm) in height. This bulge may sometimes be identified by a blue triangular label in the immediate vicinity.

- (6) Tire is flat or has noticeable (e.g., can be heard or felt) leak. (393.75(a)(3))
- (7) So mounted or inflated that it comes in contact with any part of the vehicle. (396.3(a)(1))
- (8) Steering Axle: Weight carried exceeds tire load limit. This includes overloaded tire resulting from low air pressure.
Exception: Does not apply to vehicles being operated under the special permit exclusion found in Federal Motor Carrier Safety Regulation 393.75(f)(1 and 2).

b. All Tires Other Than Those Found On The Steering Axle of a Powered Vehicle

- (1) Tire is flat or has noticeable (e.g., can be heard or felt) leak. (393.75(a)(3))
- (2) Bias Ply Tire: When more than one ply is exposed in the tread area or sidewall or when the exposed area of the top ply exceeds 2 square inches (13 sq cm).
- {*} NOTE: For single tire, one tire must meet this condition. On dual wheels, both tires must meet this condition. (393.75(a)(1))
- (3) Radial Ply Tire: When two or more plies are exposed in the tread area or damaged cords are evident in the sidewall or when the exposed area exceeds 2 square inches (13 sq. cm) in the sidewall.

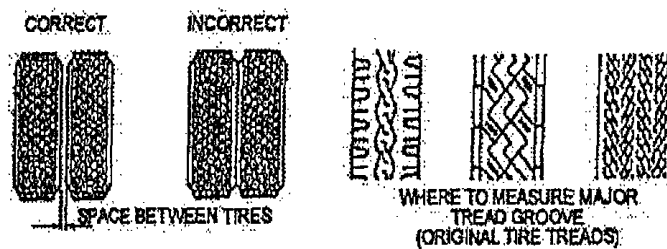
NOTE: For single tire, one tire must meet this condition. On dual wheels, both tires must meet this condition. (393.75(a)(1))

- (4) Any tire with visually observable bump or knot apparently related to tread or sidewall separation. (396.3(a)(1))

EXCEPTION: A bulge due to a section repair is allowed not to exceed 3/8" (1cm) in height. The bulge may sometimes be identified by a blue triangular label in the immediate vicinity.

- (5) So mounted or inflated that it comes in contact with any part of the vehicle. (This includes any tire contacting its mate in a dual set.) (396.3(a)(1))
- (6) Weight carried exceeds tire load limit. This includes overloaded tire resulting from low air pressure. *Exception: Does not apply to vehicles being operated under the special exclusion found in Federal Motor Carrier Safety Regulation 393.75 (f)(1 and 2).*
- (7) So worn that less than 1/32 inch (.8mm) tread remains when measured in any two adjacent major tread grooves at 3 separate locations on the tire.

EXCEPTION: On dual tires, both tires must have less than 1/32 inch (.8mm) tread. (393.75(c))
- (8) Seventy-five percent or more of the tread width loose or missing in excess of 12 inches (30cm) in circumference. (396.3(a)(1))



11. VAN AND OPEN-TOP TRAILER BODIES

a. Upper Rail

- (1) Broken with complete separation of the flange. (396.3(a)(1))
- (2) Buckled or cracked when accompanied by missing, working (movement under stress) or loose fasteners at adjacent roof bows and/or side posts. (396.3(a)(1))
- (3) Buckled or cracked when accompanied by broken, ineffective, or missing adjacent roof bows. (396.3(a)(1))

b. Lower Rail

- (1) Broken with complete separation in the bay area accompanied by sagging floor, rail, or crossmember; or broken with loose, working (movement under stress) or missing fasteners at side posts adjacent to the crack. (396.3(a)(1))

NOTE: The lower rail of a van or open-top trailer can become gouged, chunked, or bent during operation. These are superficial damages only and do little to degrade the rail's strength or integrity.

- (2) Drop frame trailers showing twists, bends, or fatigue cracking at the drop frame's elevation changes. (396.3(a)(1))

c. Floor Crossmembers

- (1) Three or more adjacent broken, and/or completely detached from and sagging below the lower rail in the bay area. (396.3(a)(1))
- (2) Broken floor accompanied by protruding freight and sagging crossmembers. (396.3(a)(1))

d. Side Panels on Fiberglass Reinforced Plywood (FRP) Trailers

Damage in the bay area that penetrates completely through the fiberglass and plywood resulting in a sagging lower rail. (396.3(a)(1))

GENERAL NOTES: These notes apply to every portion (a, b, c, and d) of item 11.

- (a) These conditions are only considered out-of-service if the failure is in the bay area (aft of kingpin coupler plate and forward of the axle sub frame rails.)
- (b) Trailers 30 feet (9.14m) or less in length have a short bay area and are not as susceptible to catastrophic failures, therefore, only rail breaks accompanied by a sagging floor, rail, or crossmember are out of service for them.
- (c) Rail, post, bow, crossmember, and side/front panel damage in areas outside the bay area are not imminently hazardous and

should not be considered out-of-service unless they lead to conditions described in other sections of the out-of-service criteria. (i.e., "10a(7) Tires")

12. WHEELS, RIMS, AND HUBS

a. Lock or Side Ring

Bent, broken, cracked, improperly seated, sprung, or mismatched ring(s). (393.205(a))

b. Rim Cracks

Any circumferential crack except an intentional manufactured crack at a valve stem hole. (393.205(a))

c. Disc Wheel Cracks

- (1) Any single crack 3" (76mm) or more in length.
- (2) A crack extending between any two holes including hand holes, stud holes and center hole.
- (3) Two or more cracks any place on the wheel. (393.205(a))

d. Stud Holes (Disc Wheels)

Fifty percent or more elongated stud holes (fasteners tight). (393.205(b))

e. Spoke Wheel Cracks

- (1) Two or more cracks more than 1 inch (25mm) long across a spoke or hub section. (393.205(a))
- (2) Two or more web areas with cracks. (393.205(a))

f. Tubeless Demountable Adapter Cracks

Cracks at three or more spokes. (393.205(a))

g. Fasteners

Loose, missing, broken, cracked, or stripped (both spoke and disc wheels) ineffective as follows: for 10 fastener positions - 3 anywhere or 2 adjacent; for 8 fastener positions or less (including spoke wheels and hub bolts) - 2 anywhere. (393.205(c))

h. Welds

- (1) Any cracks in welds attaching disc wheel to rim. (393.205(a))
- (2) Any crack in welds attaching tubeless demountable rim to adapter. (393.205(a))
- (3) Any welded repair on aluminum wheel(s) on a steering axle. (396.3(a)(1))
- (4) Any welded repair other than disc to rim attachment on steel disc wheel(s) mounted on the steering axle. (396.3(a)(1))

i. Hubs

- (1) When any axle bearing (hub) cap is missing or broken allowing an open view into hub assembly. (396.3(a)(1) or 396.7)
- (2) Smoking from wheel hub assembly due to bearing failure. (396.3(a)(1) or 396.7)

*Note: Not to be associated with smoke from dragging brake.

13. WINDSHIELD WIPERS

Any power unit that has an inoperative wiper or missing, or damaged parts that render it ineffective on the driver's side. (Applicable only in inclement weather requiring use of windshield wipers.) (393.78)

14. EMERGENCY EXITS (BUSES)

Emergency exits required by Section 393.61 that are missing, inoperative, or obstructed when passengers are on board. (Ref. 49 CFR 392.9(c)), 393.61(b), 393.61(c), 393.62, and 393.203)

**APPENDIX A
Part III**

**NORTH AMERICAN STANDARD HAZARDOUS MATERIALS
OUT-OF-SERVICE CRITERIA**

POLICY STATEMENT

The purpose of this part is to provide criteria for the abatement of unsafe conditions in the transportation of hazardous materials and is based upon the presence of any condition(s) which fail(s) to communicate the hazard(s) or is an imminent hazard.

OUT-OF-SERVICE: Condition(s) categorized in this Appendix as "Out-of-Service" shall not be allowed to continue in commerce until the condition(s) is/are corrected and the shipment complies with the applicable regulations. If, at the discretion of the inspector, it is less hazardous to the public to relocate the vehicle, it shall be towed, transported, or escorted to a safe location only at the direction of an official authority.

1. SHIPPING PAPERS - GENERAL

Required to be present when required. An out-of-service condition exists when transporting hazardous materials not accompanied by a shipping paper which indicates the hazardous materials being transported.

2. PLACARDING

{*} a. The required placards must be displayed on a transport vehicle.

{*} b. Number and Type of Placards:

An out-of-service condition exists when 50 percent or more of the required placards for a hazard class are missing or any placards misrepresent the hazardous materials being transported.

3. BULK PACKAGES

{*} This section applies to specification packages, except that items "c" and "e" apply to all packages.

a. Internal Valve (Missing)

An out-of-service condition exists if the internal valve is missing when required.

b. Internal Valve (Open)

An out-of-service condition exists when the internal valve is in the open position.

c. Bulk Package Authorization

An out-of-service condition exists when transporting hazardous materials in a bulk package not authorized for the material being transported. Unless otherwise indicated herein, specification shortages shall not disqualify an otherwise authorized package.

d. Venting Devices, Manhole Covers and Discharge Valves

Missing or improperly secured manhole covers, venting devices, or discharge valves constitute an out-of-service condition,

e. Bulk Package Integrity

Hazardous materials leaking from a bulk package (including associated piping) constitutes an out-of-service condition.

f. Supports and Anchoring

An out-of-service condition exists when more than 25 percent of the anchoring mechanisms are ineffective.

4. TRANSPORT VEHICLE MARKINGS

{*} a. The Required ID Numbers Must Be Displayed On A Transport Vehicle:

The ID numbers may be displayed on orange panels, a white square-on-point configuration, or incorporated with the placards. In Canada - placarded four sides at 500 Kgs (1,102 Lbs.) in bulk-retro-reflectivity placards, when required. An out-of-service condition exists when 50 percent or more of the required ID numbers are missing for each material or when any ID number misrepresents the material transported.

5. POISON INHALATION HAZARD (PIH) MARKINGS

a. Non-Bulk Packaging - Present When Required

An out-of-service condition exists when required markings are missing or illegible.

b. Bulk Packaging - Present When Required

An out-of-service condition exists when required markings are missing or illegible.

6. NON-BULK PACKAGING

Package Integrity

A hazardous material leaking in or from a package constitutes an out-of-service condition.

7. LOADING AND SECUREMENT

{*} a. Blocking and Bracing

Transporting Classes/Divisions 1, 2, 3, 4, 5, 6.1, 7 or 8 materials which are not blocked or braced to prevent significant motion relative to vehicle while in transit constitutes an out-of-service condition.

{*} b. Product Compatibility

Transporting incompatible commodities constitutes an out-of-service condition, unless otherwise excepted.

c. Poison/Edible Materials

Transporting packages requiring poison labels in the same vehicle with foodstuffs, feed, or other edible materials intended for consumption by humans or animals constitutes an out-of-service condition, unless otherwise excepted.

NOTE: When initiating an out-of-service action, contact proper health authority within your jurisdiction.

8. FORBIDDEN ITEMS

Forbidden Materials

The transportation of forbidden items constitutes an out-of-service condition.

9. RADIOACTIVE MATERIALS - RADIATION LEVELS

Measured at Surface of Vehicle

An out-of-service condition exists when measurement exceeds 2mSv(200 mrem/hour), at accessible surface of vehicle.

NOTE: When initiating out-of-service action, contact the appropriate health physicists, or radiation agency with jurisdiction.