**BEFORE THE**
**UNITED STATES DEPARTMENT OF TRANSPORTATION**
**PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION**

| IN THE MATTER OF: | |
|---|---|
| **Dora Industries, Inc. D/B/A Gold Coast Chemical Products (Respondent)** | PHMSA CASE Number: **22-0022-PM-SO** |

**By this Order I find that Dora Industries, Inc. D/B/A Gold Coast Chemical Products committed two (2) violations of the Hazardous Materials Regulations (HMR), 49 C.F.R. Parts 171-180. Accordingly, I assess Respondent a $9,094 civil penalty (with $8,094 of this held in abeyance subject to the terms of the Compromise Agreement) for the violations.**

## COMPROMISE ORDER

### I. Summary

Respondent: Dora Industries, Inc. D/B/A Gold Coast Chemical Products
7575 NW 74th Avenue
Medley, Florida 33166

ATTN: Paul Narpaul, Owner

No. of Violations: 2

Total Payment Due: $9,094, with $8,094 held in abeyance subject to the terms of the Compromise Agreement, such that $1,000 is the total payment due.

### II. Finding

This matter comes before me after Dora Industries, Inc. D/B/A Gold Coast Chemical Products (Respondent) and the Pipeline and Hazardous Materials Safety Administration agreed to a disposition of this case. I find Respondent committed the violations described in the Compromise Agreement (Agreement), which I have attached hereto. I have reviewed the Agreement and I find that the terms as outlined therein are in the best interest of justice. The

Agreement, in its entirety, is incorporated and attached to this Order. All of the terms and conditions of the Agreement shall be given the full force and effect of an Order issued pursuant to the Federal hazardous materials transportation law, 49 U.S.C. § 5101, et seq., or the Hazardous Materials Regulations, 49 C.F.R. Parts 171 – 180.

It is so Ordered,

ADAM SCHAEFER HORSLEY

Digitally signed by ADAM SCHAEFER HORSLEY
Date: 2022.08.08 14:46:08 -04'00'

p.p.______________________________
Vasiliki Tsaganos
Acting Chief Counsel
Pipeline and Hazardous Materials Safety Administration

Date: August 8, 2022

Attachments

Addendum A (Payment Information)
Addendum B (Compromise Agreement)

# ADDENDUM A

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***Payment Information***

Respondent must pay a total civil penalty of $1,000 (with the remaining $8,094 held in abeyance for two (2) years) in accordance with the following:

Due Date

Respondent must pay the total civil penalty of $1,000 within 30 days of the date of this Order.

Payment Method

Respondent must pay the civil penalty by one of the following: (1) wire transfer, (2) certified check or money order, or (3) credit card via the Internet.

(1) Wire Transfer.

Detailed instructions for sending a wire transfer through the Federal Reserve Communications System (Fedwire) to the account of the U.S. Treasury are contained in the enclosure to this Order. Please direct questions concerning wire transfers to:

DOT/PHMSA/MMAC
AMK-325/HQ-RM 181
6500 S MacArthur Blvd
Oklahoma City, OK 73169
(405) 954-9309

(2) Check or Money Order.

Make check or money order payable to "U.S. Department of Transportation" (include the Ref. No. of this case on the check or money order) and send to:

DOT/PHMSA/MMAC
AMK-325/HQ-RM 181
6500 S MacArthur Blvd
Oklahoma City, OK 73169
(405) 954-9309

(3) Credit Card.

To pay electronically using a credit card, visit the following website address and follow the instructions:

https://www.pay.gov/public/form/start/1078346

Interest and Administrative Charges

If Respondent pays the civil penalty by the due date, no interest will be charged. If Respondent does not pay by that date, the FAA's Financial Operations Division will start collection activities and may assess interest, a late-payment penalty, and administrative charges under 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 49 C.F.R. § 89.23.

The rate of interest is determined under the above authorities. Interest accrues from the date of this Order. A late-payment penalty of six percent (6%) per year applies to any portion of the debt that is more than 90 days past due. The late-payment penalty is calculated from the date Respondent receives the Order.

Treasury Department Collection

FAA's Financial Operations Division may also refer this debt and associated charges to the U.S. Department of Treasury for collection. The Department of the Treasury may offset these amounts against any payment due Respondent (31 C.F.R. § 901.3).

Under the Debt Collection Act (see 31 U.S.C. § 3716(a)), a debtor has certain procedural rights prior to an offset. You, as the debtor, have the right to be notified of: (1) the nature and amount of the debt; (2) the agency's intention to collect the debt by offset; (3) the right to inspect and copy the agency records pertaining to the debt; (4) the right to request a review within the agency of the indebtedness and (5) the right to enter into a written agreement with the agency to repay the debt. This Order constitutes written notification of these procedural rights.

**INSTRUCTIONS FOR ELECTRONIC FUNDS TRANSFER TO PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION, U.S. DEPARTMENT OF TRANSPORTATION**

| | |
|---|---|
| 1. RECEIVER'S ABA NO.<br>021030004 | 2. TYPE SUBTYPE<br>(provided by sending bank) |
| 3. SENDING BANK ARB NO.<br>(provided by sending bank) | 4. SENDING BANK REF NO.<br>(provided by sending bank) |
| 5. AMOUNT | 6. SENDING BANK NAME<br>(provided by sending bank) |
| 7. RECEIVER NAME:<br>TREAS NYC | 8. PRODUCT CODE (Normally CTR, or sending bank) |
| 9. BENEFICIAL (BNF)- AGENCY LOCATION CODE<br>BNF=/AC-69140001 | 10. REASONS FOR PAYMENT<br>*Example:* PHMSA Payment for Case #/Ticket |

**INSTRUCTIONS:** You, as sender of the wire transfer, must provide the sending bank with the information for Block (1), (5), (7), (9), and (10). The information provided in blocks (1), (7), and (9) are constant and remain the same for all wire transfers to the Pipeline and Hazardous Materials Safety Administration, Department of Transportation

**Block #1** - RECEIVER ABA NO. - "021030004". Ensure the sending bank enters this nine digit identification number; it represents the routing symbol for the U.S. Treasury at the Federal Reserve Bank in New York.

**Block #5** - AMOUNT - You as the sender provide the amount of the transfer. Please be sure the transfer amount is punctuated with commas and a decimal point. **EXAMPLE: $10,000.00**

**Block #7** - RECEIVER NAME- "TREAS NYC." Ensure the sending bank enters this abbreviation, which must be used for all wire transfer to the Treasury Department.

**Block #9** - BENEFICIAL - AGENCY LOCATION CODE - "BNF=/AC-69140001" Ensure the sending bank enters this information. This is the Agency Location Code for Pipeline and Hazardous Materials Safety Administration, Department of Transportation

**Block #10** - REASON FOR PAYMENT – "AC-Payment for PHMSA Case#" To ensure your wire transfer is credited properly, enter the case number/ticket number or Pipeline Assessment number."

**Note:** - A wire transfer must comply with the format and instructions or the Department cannot accept the wire transfer. You, as the sender, can assist this process by notifying, at the time you send the wire transfer, the General Accounting Division at (405) 954-9309.

# ADDENDUM B

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**BEFORE THE**
**UNITED STATES DEPARTMENT OF TRANSPORTATION**
**PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION**

| IN THE MATTER OF: | |
|---|---|
| **Dora Industries, Inc. D/B/A Gold Coast Chemical Products (Respondent)** | PHMSA CASE Number: **22-0022-PM-SO** |

## COMPROMISE AGREEMENT

### I. Parties

The Parties to this Compromise Agreement ("Agreement") are:

**Dora Industries, Inc. D/B/A Gold Coast Chemical Products** ("Respondent"), a shipper of class 8 hazardous materials, using its own UN-specification 6x1 fiberboard boxes (4G/Y29.5/S, M4733-190322) and non-specification 5-gallon pails,

and

**The Pipeline and Hazardous Materials Safety Administration** ("PHMSA"), a modal Administration of the United States Department of Transportation.

### II. Authority/Jurisdiction

A. The Parties enter into this Agreement under authority of 49 U.S.C. § 5123(e) and 49 CFR § 107.327(a)(1).

B. For the Purposes of this Agreement, Respondent acknowledges:

(1) As an offeror of hazardous materials, it is a regulated entity subject to the Hazardous Materials Regulations ("HMR") and to the jurisdiction of (a) the Secretary of Transportation, (b) PHMSA's Associate Administrator for Hazardous Materials Safety, and (c) PHMSA's Office of the Chief Counsel (49 U.S.C. § 5103(b) and 49 CFR § 107.301);

(2) PHMSA has sufficient proof to show by a preponderance of the evidence that Respondent violated the Federal regulations listed in Section V below; and

(3) That it received proper notice of PHMSA's action in this proceeding.

## III. Background

A. On September 29, 2021, an Investigator from PHMSA's Office of Hazardous Materials Safety Field Operations ("OHMSFO") conducted a routine compliance inspection at Respondent's business, pursuant to 49 U.S.C. § 5121 and 49 CFR § 107.305. PHMSA's Investigator reported two (2) alleged violations of the HMR. At the conclusion of the compliance inspection, PHMSA's Investigator conducted an "exit briefing," during which the Investigator discussed the alleged violations and the required corrective actions with Respondent's representative.

B. Upon completion of the compliance inspection, the Investigator submitted a report to the Director of OHMSFO's Southern Region, who reviewed the report for accuracy and sufficiency of evidence. Based on that review, the Director referred the matter to PHMSA's Office of Chief Counsel, thereby recommending the initiation of a civil penalty action against Respondent, pursuant to 49 CFR § 107.311.

C. Based on a preliminary assessment of the apparent nature, circumstances, extent, and gravity of the probable violations, as set forth in the Investigator's report, on March 8, 2022, an attorney from PHMSA's Office of Chief Counsel electronically issued a Notice of Probable Violation ("Notice") alleging two (2) violations of the HMR and proposing a $9,094 civil penalty, which included a $2,425 penalty increase for a prior violation and a $3,031 penalty reduction for corrective action taken by Respondent.

## IV. Basis of Agreement

A. <u>Reply to Notice.</u> On March 16, 2022, Respondent provided a timely response to the Notice and accepted electronic service of process. PHMSA's attorney responded to the email on March 18, 2022, and began email correspondence with Respondent. On April 5, 2022, Respondent provided its three (3) most recent Federal tax returns, a profit & loss statement, and a balance sheet, seeking financial hardship considerations. PHMSA's attorney followed up via email on April 15, 2022, about a discrepancy on the balance sheet. PHMSA's attorney had a teleconference with Respondent on May 26, 2022, to discuss the balance sheet and request an updated version. Respondent provided the updated balance sheet on June 6, 2022. PHMSA's attorney made an initial compromise offer on June 22, 2022. On June 27, 2022, Respondent declined the initial compromise offer and provided statements on how the ongoing COVID-19 pandemic has affected the business. PHMSA's attorney made a second compromise offer on July 11, 2022, which Respondent also declined, on July 22, 2022. After consulting with a supervisor, PHMSA's attorney was able to offer this abeyance agreement to Respondent on August 1, 2022.

## V. Violations and Civil Penalty

In a subsequent Order, the Chief Counsel will find that Respondent committed the following violations and will assess the following civil penalty:

| Viol. No. | HMR Violation | NOPV Penalty Amount | Compromise Penalty Amount |
|---|---|---|---|
| 1 | Offering for transportation in commerce a hazardous material, in non-UN certified poly pails, as prescribed by 49 CFR § 172.203, in violation of 49 CFR §§ 171.2(a), (b), and (d); 173.22(a)(2); 173.202(a)(c); 173.203(a)(c); and 173.213(a)(c). | $8,156 | **$500 (with the remaining $7,656 held in abeyance for two (2) years)** |
| 2 | Offering for and transporting in commerce a hazardous material in a non-bulk package, while failing to mark the package with a correctly sized identification number, as prescribed by 49 CFR § 172.301(a), in violation of § 172.301(a). | $938 | **$500 (with the remaining $438 held in abeyance for two (2) years)** |
| TOTAL | ------------------------------------------------------------ --- | $9,094 | **$1,000 (with the remaining $8,094 held in abeyance for two (2) years)** |

## VI. Factors Considered in Determining the Civil Penalty

In determining the amount of a civil penalty, PHMSA considered the following statutory criteria (49 U.S.C. § 5123(c)):

(1) The nature, circumstances, extent, and gravity of the violations;
(2) The degree of culpability and history of prior violations;
(3) Respondent's size;
(4) Respondent's ability to pay the penalty and its ability to continue to do business; and
(5) Other matters as justice may require.

Respondent provided full proof of corrective action for both violations before the Notice was issued. On April 5 and June 6, 2022, Respondent provided its three (3) most recent Federal tax returns, a profit & loss statement, and a current balance sheet. On June 27 and July 22, 2022, Respondent provided written statements, outlining the impact the ongoing COVID-19 pandemic has had on its business. PHMSA's attorney reviewed all of the documents provided and determined that Respondent was a good candidate for an abeyance agreement.

The total penalty will be reduced to $1,000, with the remaining $8,094 held in abeyance for a period of two (2) years.

## VII. Terms and Conditions

A. Respondent agrees to pay a total civil penalty of $1,000 (with $8,094 held in abeyance for a period of two (2) years), as full satisfaction of the civil penalty proposed in the Notice, within thirty (30) days from the date the Chief Counsel issues the Compromise Order, which will issue after Respondent signs and returns this Agreement.

B. The subject case, herein PHMSA Case. No. **22-0022-PM-SO**, as referenced in Section V of this Agreement, and the remaining $8,094 of the agreed penalty, shall be held in abeyance for a period of two (2) years from the date of the Compromise Order.

C. During the two (2) year abatement period referenced in Section VII, Paragraph B of this Agreement, PHMSA may conduct compliance inspections of Respondent's businesses, facilities, and shipments

D. In the event that Respondent commits another violation, similar to those referenced in Section V of this Agreement, within the two (2) year abatement period of this agreement, Respondent agrees that the abated amount shall be reactivated and shall immediately be liable for the abated amount of $8,094. In addition, Respondent will be responsible for any penalty amount that arises from the new violation found during the inspection.

E. By entering into this Agreement, Respondent waives:

(1) Any right to present further written or oral explanations, information, and arguments in this matter;

(2) Any right to Administrative appeal; and

(3) Any right to seek judicial review or otherwise contest or challenge the validity of this Agreement or the Notice associated with this case.

F. This Agreement resolves only the violations noted in PHMSA Ref. No. **22-0022-PM-SO**, as referenced in Section V of this Agreement. In the event Respondent commits any future violations of the Federal hazardous material transportation law, 49 U.S.C. § 5101 *et seq*., the HMR, or any exemption, or order issued thereunder, these violations shall constitute a prior violation under 49 U.S.C. § 5123.

G. After Respondent returns this signed Agreement, PHMSA's representative will present the Agreement to the Chief Counsel, requesting that the Chief Counsel adopt the terms of this Agreement by issuing a Compromise Order (49 CFR § 107.327(a)(1)). The terms of this Agreement constitute an offer of compromise until accepted by the Chief Counsel.

H. After issuance of the Compromise Order, Respondent must pay the civil penalty in accordance with the terms of this Agreement. Upon receipt of Respondent's payment, the Chief Counsel will close this case with prejudice to the Respondent (49 CFR § 107.327(a)(1)(ii)).

## VIII. Miscellaneous Provisions

A. By signing this Agreement, Respondent or its representative warrants to have read the Agreement and understood its terms and conditions.

B. The individuals signing on behalf of the Respondent and PHMSA represent that they are authorized to sign and have authority to enter into this Agreement.

C. Respondent's failure to sign and return this Agreement within thirty (30) days from its receipt will result in the withdrawal of this Agreement, and the Chief Counsel will issue an Order, pursuant to 49 CFR § 107.317(d), for the full amount of the penalty proposed in the Notice.

D. Respondent must return the signed Agreement via Email to:

brittany.besser@dot.gov

**Respondent**

Federal Tax ID #: 650146294 [1]

By: Date: 8/8/22

Paul Narpaul, Owner

**Pipeline and Hazardous Materials Safety Administration**

By: BRITTANY SIGRID BESSER Digitally signed by BRITTANY SIGRID BESSER Date: 2022.08.08 12:34:41 -04'00' Date:

Brittany S. Besser, Attorney-Advisor

[1] The Taxpayer Identifying Number is required by 31 U.S.C. § 7701(c)(3). PHMSA will use this number for purposes of collecting and reporting on any delinquent amounts arising out of this agreement.