

Safety Management plan

Carrier legal name: **Marsik Movers LLC**

US DOT: **3257682**

Point of contact: **Marcel Filip, owner , 302-217-8320**

Violation #1:

Primary : 395.8(a)(1)

Failing to require a driver to prepare a record of duty status using the appropriate method.

I fully understand that the purpose of these records is to ensure compliance with regulations that limit the amount of time a driver can spend on-duty and driving to prevent fatigue-related accidents.

On the inspection day I have filed to provide the hours of service working for another company Flex moving , I was sending them my hours of service after every job was done , I was not aware of that they are not tracking them, at the time I asked for they answered that they are not anymore in service and don't have access to the files on Google drive for no activity and reaming balance.

Because of my lack of acknowledge on the time card provided for Marsik Movers I signed the hours from start driving from parking lot till end time driving at the parking lot, and for total hours was the time of duty(labor part), + driving time, my mistake I needed to count and write the total amount of time including labor and driving and not to exceed 14h.

Here are described my future steps to keep track of Hours of service :

Hours of service will be verified for accuracy once a week each Saturday : Driver or helper failing to prepare an accurate hours of service will get the 1st time additional training .

*If failing to obtain the Hours of Service according with the requirements on each Saturday by driver or helper will introduce small penalties or hold of the next payroll , once the file will be prepared and have no issues.

Will reimburse each employee with \$20 bonus for completing and send them on time, and -\$40 penalty for failing to prepare and have it ready each Saturday .

Attached Hours of service for driver Marcel Filip for December Month 2023

DRIVER'S TIME RECORD

Driver's Name (print) Marcel Filip Employee No. 1 Month December Year 2023

DRIVERS MAY PREPARE THIS REPORT INSTEAD OF "DRIVERS DAILY LOG" IF THE FOLLOWING APPLIES:

- * Operates within 150 mile radius.
- * Returns to headquarters and is released from work within 14 consecutive hours.
- * At least 10 consecutive hours off duty separate each 14 hours of duty (property).
- * At least 8 consecutive hours off duty separate each 14 hours of duty (passenger).

INTERMITTENT DRIVERS

Shall complete this form for 7 days preceding any day driving is performed. This includes the preceding month.

Date	Start Time "All Duty"	End Time "All Duty"	Total Hours	Driving Hours	Truck Number	Headquarters/Job Name
1						
2	8 am	3:30	7:30	1.5	14	
3						
4						
5						
6	8 am	8 pm	12h	2h	14	
7						
8						
9	8 am	2:45p	6h45	1.5	14	
10						
11						
12						
13						
14	8:00 am	4 pm	8h	1h	14	
15	8:00 am	6:30	10.5h	1h	14	
16						
17						
18	8 am	5:45	8h45	1h	14	
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						

To be prepared monthly by each DOT certified driver unless time record is exclusively kept on Driver's Daily Log. Indicate "days off". Check box if no driving is performed during this month and the first 7 days of the following month. Mail this report to your Division Manager of Administration.

I got to familiarize myself with the Regulations of Hours of service and the accuracy of how they need to be completed .

Will make sure and aware drivers to send information updated on their daily log and keep them on file for a period of 6 months .

In order to qualify the timesheets requirements the company will ask from the driver :

- The time the driver reports for duty each day
- The total number of hours the drivers is on-duty each day
- The time the driver is released from duty each day.

All supporting documents generated what are required for proof of the timesheet will be required from the driver : Bill of landing, schedule, trip record, expense receipt, mobile communication.

- For future will make sure to complete with accuracy the Hours of service and have Create and enforce clear company policies that mandate proper recordkeeping procedures. Make it a priority for all drivers to comply with these policies. (I have a template with rules and duties, I have to add a proper structure to make it easier to use)

A short haul driver must operate within a 150 air-mile radius , and start end duty period at same reporting location with a maximum duty period of 14hours.

When a driver no longer meets the exception driver must complete a regular paper log, for example and accuracy will use the model bellow .

For avoiding this violation on future all trucks will have additional paper log book ready to be used, and in case driver exceed the time on duty including travel time

back to the parking lot more than 14h, along with this example

Logbook Sample

DEPARTMENT OF TRANSPORTATION
DRIVER'S DAILY LOG
(ONE CALENDAR DAY - 24 HOURS)

ORIGINAL - Submit to carrier within 13 days
 DUPLICATE - Driver retains possession for eight

Vehicle identification

VEHICLE NUMBERS - (SHOW EACH UNIT)

Drivers signature

I certify these entries are true and correct.

(DRIVERS SIGNATURE IN FULL)

(NAME OF CO-DRIVER)

Name of co-driver or N/A

Enter month, day, and year

(MONTH) (DAY) (YEAR) (TOTAL MILES DRIVING TODAY)

Total miles driven today

(NAME OF CARRIER OR CARRIERS)

Name of carrier

(MAIN OFFICE ADDRESS)

Main office address

Shipping document number(s) or Name of shipper and commodity

Pro or Shipping No. _____

1: OFF DUTY
 2: SLEEPER BERTH
 3: DRIVING
 4: ON DUTY (NOT DRIVING)

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 MID-NIGHT

TOTAL HOURS

11	0	8.5	4.5	2.4
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Change of duty status location with city and state. If staying in same city, use intersections.

Lacey, WA
 Seattle, WA
 Lacey, WA

Violation #2

Primary : 390.15(b)

Failing to maintain, for a period of three years after and accident occurs, and accident register .

The accident occurred on May 19 2023 with the Leased vehicle from Enterprise (2019 Hino VIN 5PVNJ8JV8K4S71718) haven't been added on the Accident register by negligence of my duties.

Attached the Accident register updated

ACCIDENT REGISTER									
FROM 01 Jan , 2022 TO December , 20 22									
Date & Hour of Accident		Location of Accident			No. of Deaths	No. of Non-Fatal Injuries	H/M	Driver's Name	Copy of State or Insurance Report
Date	Hour	Street Address	City	State					
02/25	8:00	1449 Thornton AVE	Pacific	WA	0	0	0	Marcel	—
3/28	2-4pm	I 405	Renton	WA	0	0	0	Ernesto	—
5/19/23	10am	CO I 70		CO	0	0	0	Stefan R	N/A

I will use this situation as a learning experience to continuously improve my recordkeeping processes, ensuring consistency in how accidents are recorded.

Include : date of accident, Town and state where accident occurred , Driver name, Number of injuries , Number of fatalities , Copy of accident reports .

Violation #3 Primary : 392.2

Secondary : WAC 480-14-300

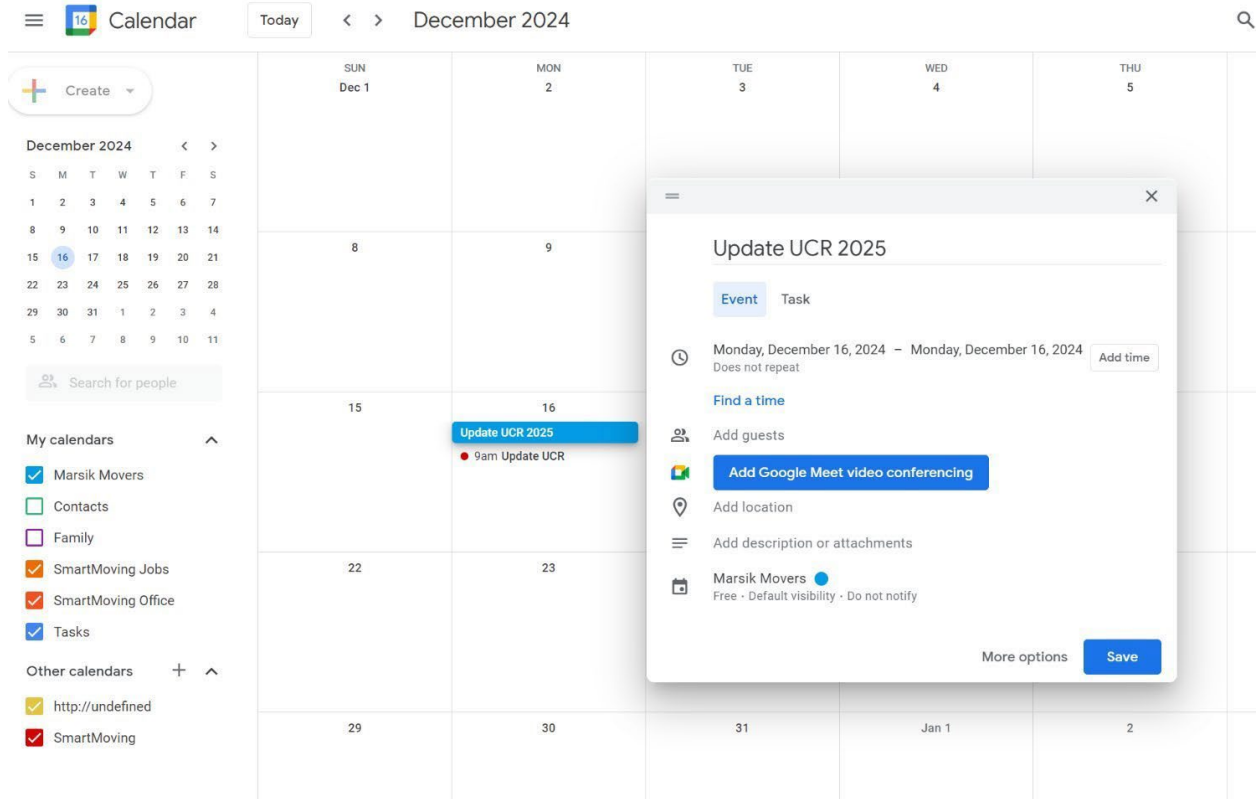
CFR Equivalent : 392.2

Operating a commercial vehicle not in accordance with the laws, ordinances , and regulations of the jurisdiction in which it is being operated .

This violation occurred due to unintentionally misunderstanding of the requirements.

For future will make sure the Uniform Carrier Registration will be made on time attached note in calendar for 12/16/2024 to update the UCR for upcoming year.

Also attached bellow proof of payment of UCR 2023 in full and 2024.





2023 UCR Registration is VALID!



Confirmation # 000-0443-0853

Registered on: 12/18/2023 10:46 EST

Generated: 12/18/2023 10:46 EST

Year: 2023

Paid:	Date	Bracket	UCR Fee	Conv. Fee	Total
	12/18/2023	Bracket 1 [2 veh.]	\$41.00	\$1.22	\$42.22

Bracket: 0 to 2 vehicles [2 vehicle(s)]

USDOT #: 3257682

Classifications: Motor Carrier

Legal Name: MARIK MOVERS LLC

Base State: Washington

Principal: 7171 MARSHALL AVE SE
AUBURN, WA 98092
US

Payor: MARIK MOVERS LLC

*** Expires: 12/31/2023 ***



2024 UCR Registration is VALID!



Confirmation # 000-0443-0876

Registered on: 12/18/2023 10:47 EST

Generated: 12/18/2023 10:47 EST

Year: 2024

Paid:	Date	Bracket	UCR Fee	Conv. Fee	Total
	12/18/2023	Bracket 1 [2 veh.]	\$37.00	\$1.10	\$38.10

Bracket: 0 to 2 vehicles [2 vehicle(s)]

USDOT #: 3257682

Classifications: Motor Carrier

Legal Name: MARIK MOVERS LLC

Base State: Washington

Principal: 7171 MARSHALL AVE SE
AUBURN, WA 98092
US

Payor: MARIK MOVERS LLC

*** Expires: 12/31/2024 ***

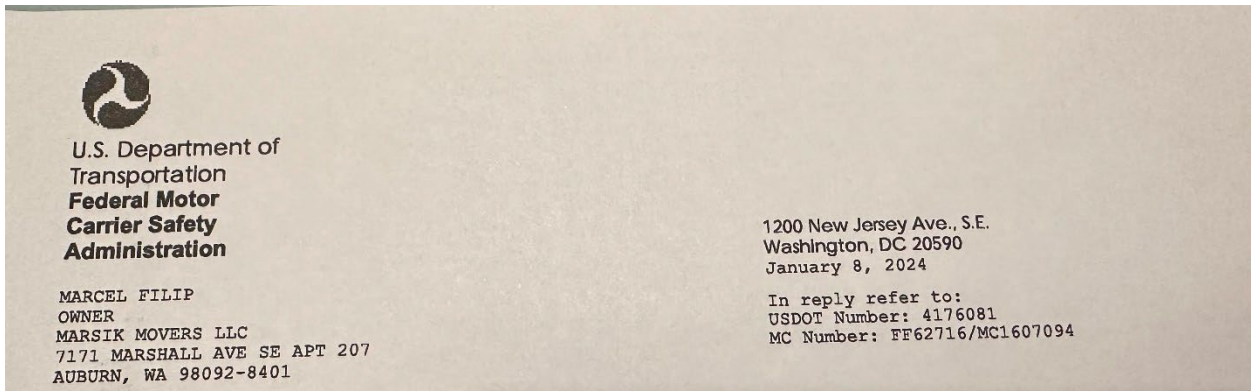
Violation #4 : Primary : 392.9(a)(1)

Operating without the required operating authority

After this violation was committed I fully understand that If a carrier operates across state lines, transports property for hire, and meets certain criteria, it is required to register with the FMCSA and obtain an MC number. All moving jobs provided for Flex Moving INC was operated under their paperwork and also had a truck sign with their MC and DOT number, I was thinking that is enough but because of my lack of acknowledge did a mistake.

I have applied for a MC number for Marsik Movers , MC number assigned is MC 1607094.

During this application I made a mistake and duplicated the actual DOT number and MC number associated , I have completed the forms and sent them to FMSCA to solve the problem.



them in file for a period of 6 months

Violation #6 : Primary : 396.17(a)

CFR Equivalent : 396.17(a)

Using a commercial motor vehicle not periodically inspected.

I fully understand that is essential for commercial drivers and carriers to prioritize safety and regulatory compliance by conducting regular inspections and addressing any issues promptly.

I have failed to have a valid period inspection for review at the time of this investigation due to a technical issue occurred at the time of Annual inspection. The inspector got back with the notes about truck inspection and wrote me the original Annual inspection passed and got to put the sticker what he prepared with company information. By mistake I haven't pay enough attention to, got the sticker on the truck and copy on hands, at the audit inspection found out that the inspection paper and sticker from the truck had my truck VIN number 1GDJ7C2C02J510916, but instead of company name Marsik Movers and address was name of the other company.

This violation occurred because I failed to double check and my lack of acknowledge of DOT inspections requirements , I took their word instead to verify and double check before living the shop if the information match with my company information.

For future will double verify the company information and will maintain a copy on file along with the insurance , repairs, and truck information.

To make sure this violation will not be repeated again will check at the shop :

Name of the company

VIN number

Company address

Original and copy for the truck

All repairs needed are done and truck passed inspection.

Microchip Autoglass INC

INVOICE

Microchip Autoglass INC
PO BOX 1815
MILTON, WA 98354



Bill To
Mark
1449 Thornton Ave SW
Pacific WA 98407
302-217-8320

Invoice # 15558
Invoice Date 01/30/2024
Due Date 01/30/2024

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	2001 GMC T7500 Windshield Replacement VIN: 1GDJ7C1C01J510916 DW01301 GTN	315.00	315.00
		Subtotal	315.00
		#2713 10.1%	31.82
		TOTAL	\$346.82 USD

Bill to
MARSIK MOVERS
MARCEL FILIP
302-217-8320 marsikmovers@gmail.com
Marsik Movers,

Open with ▾

09-Jan-2024

Vehicle (Box truck)
2010 GMC 6500
C74250Z- GMC T6500
1GDJ7C01J510916
ODO in. : 253532 miles
ODO out: 253532 miles

Item	QTY	Materials/Parts used	Cost	Amount
e2237	3 pc.	wheel end lock washer	\$4.22	\$12.66
38780	2 pc.	wheel seal	\$56.39	\$112.78
121-80001	2 pc.	rotor standart	\$210.12	\$420.24
141-80003	2 pc.	caliper semi loaded	\$104.11	\$208.22
1214-0225-00	1 pc.	brake pad kit	\$131.22	\$131.22
85w90	1 pc.	Gear oil	\$25.85	\$25.85
	1 pc.	Bulb turn signal	\$4.98	\$4.98
GL2	1 pc.	SYNTHETIC GREASE	\$6.34	\$6.34
111	1 pc.	Shop suply	\$4.00	\$4.00
SP6001	0.5 gal.	DOT3 BRAKE FLUID	\$33.12	\$16.56
15w40	6 pc.	Engine. Oil	\$16.51	\$99.06
ff5324	1 pc.	Fuel filter	\$17.01	\$17.01
111	1 pc.	Shop suply	\$4.00	\$4.00
fs19513	1 pc.	FUEL WATER SEPARATOR	\$24.93	\$24.93
LF667	1 pc.	Oil filter	\$17.29	\$17.29

		Services_Performed	Amount
		PS drive axle, rottor cracked, worn pads, caliper piston rotted Removed tires, disassembled wheel end , axle center washer stuck and were very hard to remove. removed and replaced rotor, removed and replaced caliper, installed new brake pads, reassembled wheel end with new wheel seal. Torqued wheel end nut to spec and had to replace nut lock washer. Filled hub with oil before installing the outer bearing. Reinstalled tires and torqued lugnuts to spec,	\$ 311.50
9054		Oil Change Ran the engine. Drained oil removed and replaced oil filter, filled it, installed it. Refill oil, ran the truck and top off to max. Removed and replaced fuel filters, primed the system, started and checked for leaks. Cleared unit, inspected unit to be dot	\$ 160.20

9054	filled it, installed it. Refill oil, ran the truck and top off to max. Removed and replaced fuel filters, primed the system, started and checked for leaks. Greased unit, inspected unit to be dot compliant.	\$ 160.20
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Ds rottor heat cracks, caliper pistorn, deteriorated, worn pads	Removed tires, disassembled wheel end , . removed and replaced rotor, removed and replaced caliper, installed new brake pads, reassembled wheel end with new wheel seal. Filled hub with oil before installing the outer bearing. Torqued wheel end nut to spec and had to replace nut lock washer. Reinstalled tires and torqued lugnuts to spec,	\$ 293.70
Ds turn signal inop	Removed and replaced bulb	\$ 17.80
Service Call 1	Drive time to customer	\$ 22.25
Differential oil level low	Topped off diff oil	\$ 26.70
Brake bleeding	Bled the brakes, topped off brake fluid to spec	\$ 44.50

Parts	\$1,105.14
Services	\$876.65
Subtotal	\$1,981.79
GST(10.1%)	\$200.16
Total	\$ 2,181.95
Paid	\$ 0.00

		Balance Due	\$2,181.95
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Technician_signature

Customer Signature

Due to a high cost of accepting card payments, there is a 2.9% fee for all card transactions.

Attached Annual inspection by the Truck Shop

ANNUAL VEHICLE INSPECTION REPORT

VEHICLE HISTORY RECORD	
REPORT NUMBER	FLEET UNIT NUMBER
DATE 1-31-24	

MOTOR CARRIER OPERATOR MARSIK MOVERS, LLC	INSPECTOR'S NAME (PRINT OR TYPE) BRANDON FOLK
ADDRESS 11205 186th ST CT E	THIS INSPECTOR MEETS THE QUALIFICATION REQUIREMENTS IN SECTION 396.19. <input checked="" type="checkbox"/> YES
CITY, STATE, ZIP CODE PUYALLUP WA 98374	VEHICLE IDENTIFICATION (AND COMPLETE) <input type="checkbox"/> LIC. PLATE NO. <input checked="" type="checkbox"/> VIN <input type="checkbox"/> OTHER 19DJ7C1C01J510916*
VEHICLE TYPE <input type="checkbox"/> TRACTOR <input type="checkbox"/> TRAILER <input checked="" type="checkbox"/> TRUCK <input type="checkbox"/> BUS <input type="checkbox"/> (OTHER)	INSPECTION AGENCY/LOCATION (OPTIONAL) THE TRUCK SHOP

VEHICLE COMPONENTS INSPECTED											
OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM
			1. BRAKE SYSTEM				6. SAFE LOADING				12. WINDSHIELD GLAZING
<input checked="" type="checkbox"/>			a. Service Brakes	<input checked="" type="checkbox"/>			a. Vehicle parts, load, dunnage, spare tire, etc., secured.	<input checked="" type="checkbox"/>			No cracks, discoloration, obstacles, etc. (see 393.60 for exceptions).
<input checked="" type="checkbox"/>			b. Parking Brake System	<input checked="" type="checkbox"/>			b. Front End Structure				13. WINDSHIELD WIPERS
<input checked="" type="checkbox"/>			c. Brake Drums or Rotors	<input checked="" type="checkbox"/>			c. Intermodal Container Securement Devices	<input checked="" type="checkbox"/>			No missing, damaged, or inoperable wipers.
<input checked="" type="checkbox"/>			d. Brake Hose	<input checked="" type="checkbox"/>			7. STEERING MECHANISM			14. MOTORCOACH SEATS	
<input checked="" type="checkbox"/>			e. Brake Tubing	<input checked="" type="checkbox"/>			a. Steering Wheel Free Play	<input checked="" type="checkbox"/>			Seats securely fastened to the vehicle structure.
		NA	f. Low Pressure Warning Device				b. Steering Column				15. REAR IMPACT GUARD
			g. Tractor Protection Valve	<input checked="" type="checkbox"/>			c. Front Axle Beam/All Other Steering Components	<input checked="" type="checkbox"/>			In place, securely attached, proper size, proper placement (see 393.86).
			h. Air Compressor	<input checked="" type="checkbox"/>			d. Steering Gear Box				16. OTHER
			i. Electric Brakes	<input checked="" type="checkbox"/>			e. Pitman Arm				List any other condition(s) which may prevent safe operation of this vehicle.
			j. Hydraulic Brakes	<input checked="" type="checkbox"/>			f. Power Steering				
			k. Vacuum Systems	<input checked="" type="checkbox"/>			g. Ball and Socket Joints				
			l. Antilock Brake System	<input checked="" type="checkbox"/>			h. Tie Rods and Drag Links				
			m. Automatic Brake Adjusters	<input checked="" type="checkbox"/>			i. Nuts				
			2. COUPLING DEVICES				8. SUSPENSION				
		NA	a. Fifth Wheels	<input checked="" type="checkbox"/>			a. Axle Positioning Parts				
			b. Pintle Hooks	<input checked="" type="checkbox"/>			b. Spring Assembly				
			c. Drawbar/Towbar Eye	<input checked="" type="checkbox"/>			c. Torque, Radius or Tracking Components				
			d. Drawbar/Towbar Tongue	<input checked="" type="checkbox"/>			9. FRAME				
			e. Safety Devices	<input checked="" type="checkbox"/>			a. Frame Members				
			f. Saddle-Mounts	<input checked="" type="checkbox"/>			b. Tire and Wheel Clearance				
			3. EXHAUST SYSTEM				10. TIRES				
<input checked="" type="checkbox"/>			a. No leaks forward of/directly below the driver/sleeper compartment.	<input checked="" type="checkbox"/>			a. Steer-Axle Tires				
		NA	b. Bus: No leaking/discharging in violation of standard.	<input checked="" type="checkbox"/>			b. All Other Tires				
<input checked="" type="checkbox"/>			c. Unlikely to burn, char, or damage the electrical wiring, fuel supply, or any combustible part of vehicle.			NA	c. Speed-Restricted Tires				
			4. FUEL SYSTEM				11. WHEELS AND RIMS				
<input checked="" type="checkbox"/>			a. No visible leak.	<input checked="" type="checkbox"/>			a. Lock or Side Ring				
<input checked="" type="checkbox"/>			b. Fuel Tank Filler Cap			NA	b. Wheels and Rims				
<input checked="" type="checkbox"/>			c. Fuel tank securely attached.			NA	c. Fasteners				
			5. LIGHTING DEVICES				d. Welds				
<input checked="" type="checkbox"/>			All required lights/reflectors operable.	<input checked="" type="checkbox"/>							

INSTRUCTIONS: MARK COLUMN ENTRIES TO VERIFY INSPECTION: OK, NEEDS REPAIR, **NA** IF ITEMS DO NOT APPLY, _____ REPAIRED DATE

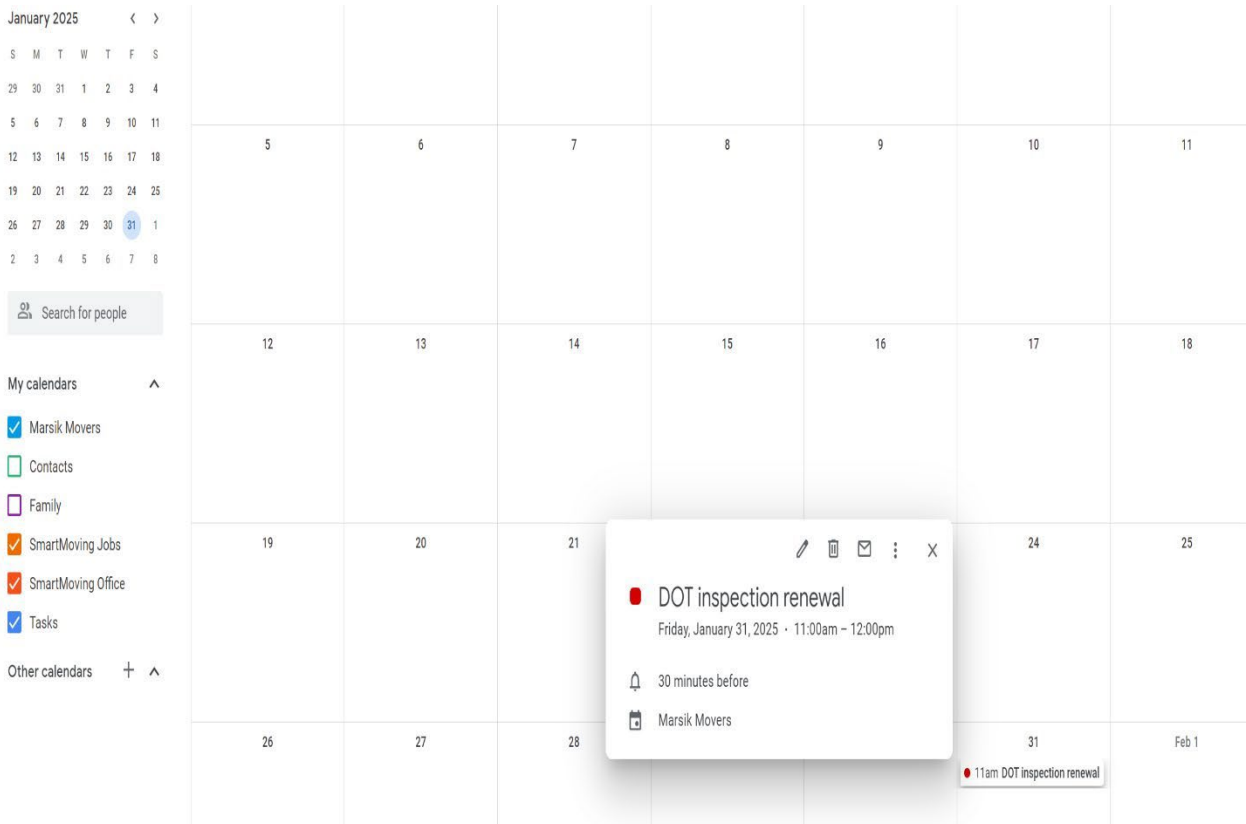
CERTIFICATION: THIS VEHICLE HAS PASSED ALL THE INSPECTION ITEMS FOR THE ANNUAL VEHICLE INSPECTION IN ACCORDANCE WITH 49 CFR PART 396.

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ORIGINAL

3128
(Rev. 1/22)

Attached calendar reminder for next DOT inspection



Violation #7 : Primary : WAC 480-15-590

Failing to meet conditions of lease agreement requirements.

I was unable to provide an original lease agreement from the time of lease for the 2019 Hino VIN: 5PVNJ8JV8K4S71718, because the original agreement was inside the truck without keeping a copy and the accident occurred , truck got damaged and had no chance to recover the files.

Moving forward, I will need to be sure to retain the original lease from the leasing company and maintain those agreements at my principal place of business for one year from time of lease, also get a copy on Google Drive .

By implementing professional measures, I can enhance my ability to comply with the terms of the lease agreement and reduce the risk of future violations. Regular monitoring, communication, and proactive management are key components of successful lease agreement compliance and safety regulations.



Marsik Movers LLC

Waiver and Release Form for Drivers

I, _____, acknowledge that I am an Driver providing driving and packing services for **Marsik Movers LLC** , and that I will be driving a commercial vehicle and performing physical tasks in the course of my work.

I understand that driving a commercial vehicle and performing physical tasks carries certain risks and hazards, including but not limited to accidents, injuries, property damage, and liability for my own actions and the actions of others.

In consideration for being allowed to provide driving and packing services for **Marsik Movers LLC** , I agree to waive and release any and all claims that I may have against **Marsik Movers LLC** , its owners, officers, employees, and agents, arising out of or in connection with my provision of driving and packing services, including but not limited to any claims for personal injury, property damage, or negligence.

I further agree to indemnify and hold harmless **Marsik Movers LLC** , its owners, officers, employees, and agents, from any and all claims, damages, liabilities, and expenses (including reasonable attorney's fees) arising out of or in connection with my provision of driving and packing services.

I acknowledge that I have been informed of the following responsibilities for my role as a driver and packer for **Marsik Movers LLC** :

- Driving the truck safely and efficiently.
- Packing and unpacking items carefully, ensuring that they are not damaged during transportation.
- Loading and unloading items from the truck.
- Operating equipment like hand trucks and dollies as necessary.
- Following all traffic laws and regulations.

- Communicating effectively with customers and coworkers to ensure that the job is completed smoothly.

further acknowledge that I am responsible for the following duties in my role as a driver for **Marsik Movers LLC** :

Calling the customer prior to arrival time to confirm the scheduled pickup/delivery and address any concerns.

- Ensuring that all necessary paperwork is signed by the customer a day before the scheduled pickup/delivery.
- Having enough packing materials for the job and charging the customer accordingly. Explaining the packaging options to the customer and having them sign a comment if they refuse any type of packing.
- Ensuring that all necessary paperwork and inventory lists are signed by the customer on the day of pickup/delivery. Any revisions can be completed later with the number and amount of additional items to fit the charged estimate.
- Maintaining a daily log book for every job completed, including the pickup/delivery time, mileage, and any incidents that occurred.
- Keeping receipts for gas and all other expenses incurred during the job and sending them to account manager on a daily basis.
- Reading and learning the codes from the inventory list to cover our back in case of any complaints.
- Keeping a storage vault paper for every job located in the warehouse.
- Maintaining an employment file that includes a driver's license, social security, background check, and driving road test for every driver and helper.
- Maintaining a great attitude towards customers, even in difficult situations. Being calm, polite, and offering services to customers who bring us business.

I understand that this waiver and release is intended to be as broad and inclusive as permitted by law, and that if any provision is held to be invalid or unenforceable, the remaining provisions will continue to be in full force and effect.

Full Name _____

Drivers License Number: _____

State _____

Address _____

Phone _____

Expiration Date _____

Email _____

To Do List:

- Check periodically the accuracy of the Hours of Service input in Time Sheets.
- Update every Inspection, Repair Maintenance record of completed work and Vehicle Service

Due Status Report based on mechanic invoices.

- Create a file for every new driver that will be hired or for new acquired trucks.
- Check the yearly cyclic documentation: Medical Cards, DOT inspections, Annual Driver's Certification of violations, Annual Driving Records.

- Periodically, organize meetings with employees to keep the information up to date.

I, Marcel Filip, Owner, certify that Marsik Movers LLC will operate in compliance with CFR 385.5 and 385.7.

__Marcel Filip_____ 02/09/2024

Signature Date

Marcel Filip, Owner

Marsik Movers LLC