United States of America
OCCUPATIONAL SAFETY AND HEALTH REVIEW COMMISSION
1120 20th Street, N.W., Ninth Floor
Washington, DC 20036-3457

ACTING SECRETARY OF LABOR,

Complainant,

v.

AVALOS HOME IMPROVEMENTS WI LLC,

Respondent.

Docket No. 24-0992

ORDER OF DISMISSAL

The Acting Secretary has moved to dismiss the employer's notice of contest to an OSHA citation that the employer's non-attorney representative filed *after* the employer and OSHA had executed an "expedited informal settlement agreement" (wherein the employer waived its right to contest the citation) but *within* the statutory fifteen-working-day period for contesting a citation.

The dispositive issue presented by the motion to dismiss is whether there is prima facie evidence in the motion record that the employer's execution of the agreement was the result of improper conduct by OSHA officials that would render the settlement agreement voidable by the employer. As discussed below, there is no such evidence of record, and so the motion is granted and the employer's attempted contest is dismissed.

Background [1]

On or about May 29, 2024, employees of the Respondent, Avalos Home Improvements WI LLC, were re-roofing an apartment building in New Berlin, Wisconsin. An OSHA compliance safety and health officer (CO) was driving near the apartment building and discerned that employees on the roof were not using fall protection. The CO stopped driving and ultimately spoke to Mr. Julio Avalos, who had been identified as being in charge. The CO opened OSHA inspection number 1751360 and conducted an opening conference with Mr. Avalos in English. (Zudonyi Affidavit, Nov. 18, 2024).

During the opening conference and throughout the course of the inspection, Mr. Avalos neither communicated nor otherwise conveyed the impression to the CO that he did not understand or was having difficulty understanding what the CO was saying. If the CO had perceived that Mr. Avalos was having any such difficulty, the CO would have used some resource such as a bilingual co-worker, a translation service, or a web-based translation tool to communicate with Mr. Avalos in Spanish. (After conducting the opening conference, the CO used a web-based translation tool to interview two of the Respondent's Spanish speaking employees.) *Id.*

After the CO finished interviewing employees, he conducted a closing conference with Mr. Avalos in English. By sheer coincidence during the closing conference, a Spanish speaking colleague of the CO happened to telephone the CO about an unrelated matter. As a precautionary measure, the CO asked that colleague whether he would hold a second closing conference with

[1] The facts set forth in this Background section are based on the evidentiary material presented by the Acting Secretary in support of the motion to dismiss. The Respondent has filed a written opposition to the motion but has not filed any evidentiary material in support of that opposition. The evidentiary material presented by the Acting Secretary is thus uncontroverted for purposes of adjudicating the motion to dismiss, but it is nonetheless viewed in the light most favorable to the Respondent, the non-moving party.

Mr. Avalos in Spanish to make certain Mr. Avalos comprehended the information that the CO was communicating. The CO's colleague obliged and conducted a second closing conference over the telephone with Mr. Avalos in Spanish. *Id.*

As a result of the CO's inspection and investigation, on June 14, 2024, the Milwaukee OSHA area office issued to the Respondent a citation (Citation) that averred four serious violations of construction industry safety standards and proposed penalties totaling $13,828.

The Citation and associated papers were written in English, but the cover letter included the following Spanish language header in oversized boldface font: "Este documento es muy importante. Si ud. No habla ingles, busque un traductor or llame al (414) 297-3315." This translates roughly to the following: "This document is very important. If you do not speak English, find a translator or call (414) 297-3315" (which is the telephone number for OSHA's Milwaukee area office).

On the same first page as the Spanish language header, the cover letter outlined three "options" available to the Respondent in responding to the Citation, laying out these options as follows (font sizes and emphasis in original):

> **Choose a Response Option and**
> ***Act within 15 working days***
>
> Respond now before you lose the ability to discuss potential adjustments to penalty amounts and/or due dates. Please choose one option below and complete the steps on the next page.
>
> **Option #1 – Correct and Pay**
>
> I agree with the citation and correction deadlines, and do not contest.
>
> **Expedited Informal Settlement Agreement (EISA)**

Because you have acted in good faith and your inspection revealed no instances of repeat, willful or other high-gravity violations, **we can offer to reduce your penalty**.

Your R**EDUCED total penalty** is:

$**9,679.60**

This is a reduction of **30%**

Option #2 – Discuss with OSHA

I would like to discuss this citation with an OSHA representative. This may lead to changes in the penalty amount, due date and/or correction deadlines (if appropriate).

Option #3 – Contest the Citation

I do not agree with the citation, penalties, and/or correction deadlines, and would like to contest.

The second page of the cover letter lays out what the Respondent would have to do if the Respondent were to select Option #1, stating as follows:

Option #1 – Correct Violations and Pay REDUCED Total Penalty

1. Read the EISA attachment, sign the first page, and mail the signed EISA form to the OSHA office listed on page 1, **postmarked within 15 working days.**

2. Correct violations, then complete and mail the attached "Certification of Corrective Action Worksheet" along with the appropriate evidence of repair (e.g. photos, purchase orders, etc.) to the OSHA office listed on the first page, **postmarked within 10 calendar days after each violation's correction deadline and include any required evidence. If these documents are transmitted by means other than mailing, the date the Agency receives the document is the date of submission.**

3. Pay the **REDUCED Total Penalty** by using one of the following methods: ….

(On the same page immediately following this description of what must be done when Option 1 is

selected, the cover letter lays out what the Respondent would need to do upon selecting either Option 2 or 3 instead.)

Included with the cover letter and the Citation was the one-page "expedited informal settlement agreement" (EISA) that OSHA was offering to the Respondent via Option 1. Paragraph 5 of the EISA provided that in consideration of a 30% penalty reduction the Respondent would expressly waive its right to contest the Citation pursuant to section 10(c) of the Occupational Safety and Health Act of 1970 (Act). Paragraph 5 provided further that the Citation as amended/modified by the EISA "shall be deemed a final order not subject to review by any court or agency." The entirety of the proffered EISA is as follows:

> IN THE MATTER OF: Avalos Home Improvements WI LLC
> OSHA INSPECTION # 1751360
> ISSUED: June 14, 2024
>
> **EXPEDITED INFORMAL SETTLEMENT AGREEMENT**
>
> The undersigned EMPLOYER and the undersigned Occupational Safety and Health Administration, (OSHA), in settlement of the above referenced Citation(s) and Notification(s) of Penalty which were issued on June 14, 2024, hereby agree as follows:
>
> 1. The EMPLOYER agrees to correct the violations as cited in the above referenced citations.
>
> 2. The EMPLOYER agrees to provide evidence of the actions taken to correct the cited violations.
>
> 3. Upon correction of all violations, the EMPLOYER agrees to provide written certification to the Area Director that all of the violations have been corrected. The EMPLOYER agrees to post a copy of the written certification for a period of three days in the place the citations were posted as described in paragraph 6 of this AGREEMENT.
>
> 4. OSHA agrees that the total penalty is amended to **$9,679.60.** Failure of the EMPLOYER to comply with the terms of this

AGREEMENT shall cause the penalty to revert to the initially proposed penalty of **$13,828.00.**

5. In consideration of the foregoing amendments and/or modifications to the citations, the EMPLOYER hereby waives its right to contest said citations pursuant to Section 10(c) of the Occupational Safety and Health Act of 1970. It is understood and agreed by the Occupational Safety and Health Administration and the EMPLOYER that the citations as amended and/or modified by this agreement shall be deemed a final order not subject to review by any court or agency.

6. The EMPLOYER agrees to immediately post a copy of this Settlement Agreement in the same manner and place as the Citations (Citations are required by law to be posted in a prominent place at or near the location of the violations). Citations must remain posted until the violations cited have been corrected, or for three working days (excluding weekends and Federal Holidays, whichever is longer.)

7. Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

[Signature Blocks for both the Employer and OSHA]

The Respondent received the Citation and associated papers sometime between June 14 and June 21, 2024. (The motion record does not reflect the exact day of receipt.)

On Friday, June 21, 2024, the Respondent signed the proffered EISA and returned it by fax to OSHA's Milwaukee area office. The faxed EISA bore the handwritten signature of "Julio Avalos (owner)" dated June 21, 2024.

The next Monday, June 24, the director of OSHA's Milwaukee area office digitally signed the EISA bearing Mr. Avalos' handwritten signature.

On June 26, two days after the OSHA area director signed the EISA, a non-attorney representative from Superior Safety Solutions LLC (Superior) emailed the OSHA Milwaukee area office to notify OSHA that Superior was representing Respondent in connection with the Citation

and was submitting on the Respondent's behalf a notice of contest to the Citation. Superior's email stated further that the Respondent "does not accept any offers at this time therefore please process the contest." There were two attachments to the email: (1) a letter dated June 26, 2024, addressed to the OSHA Milwaukee area office on the letterhead of the Respondent and signed by Ms. Lorena Avalos stating that the Respondent had engaged Superior to represent the Respondent with respect to the Citation; and (2) a letter dated June 26 from Superior addressed to the OSHA area office formally contesting the Citation on the Respondent's behalf.

Neither the email from Superior, nor the letter signed by Lorena Avalos, nor the formal contest letter that Superior submitted on the Respondent's behalf, contained any mention of the previously executed EISA.

On June 27, the area director of OSHA's Milwaukee area office attempted to telephone Mr. Avalos to verify the information in Superior's email of the day before and to inform Mr. Avalos that the matter had been finalized by the execution of the EISA. Mr. Avalos did not return the area director's telephone call. (Schnipke Affidavit, Sept. 3, 2024).

On July 8, 2024, another non-attorney representative from Superior, Mr. Brian Flynn, telephoned OSHA's Milwaukee area office to inquire about the status of the Respondent's contest letter that Superior had emailed to the area office on June 26. The OSHA area office informed an attorney for the Department of Labor of Mr. Flynn's inquiry. That Department of Labor attorney then telephoned Mr. Flynn and left him a voice message that OSHA would not be processing the contest letter (i.e., OSHA would not be filing the contest letter with the Occupational Safety and Health Review Commission (Commission) for docketing pursuant to 29 C.F.R. §§ 1903.17(a) & 2200.33). (*Id.*).

The next day, July 9, Superior electronically filed with the Commission a *second* letter

contesting the Citation on the Respondent's behalf, this letter dated July 9. Like the original contest letter dated June 26, this second contest letter made no reference to the executed EISA, which provided that the Respondent was expressly waiving its right to contest the Citation.

After receipt of the contest letter dated July 9, the Commission's Executive Secretary docketed the matter on July 18.

On September 3, 2024, the Acting Secretary filed the instant motion to dismiss the Respondent's attempted contest of the Citation. The Acting Secretary filed evidentiary material in support of that motion that included the OSHA area director's affidavit.

On September 4, 2024, the matter was assigned to the undersigned Commission judge for adjudication.

On September 18, 2024, the Respondent, by its non-attorney representative, filed its formal opposition to the motion to dismiss. The opposition cited to the Federal Rule of Civil Procudure 60(b)(3) (Rule 60(b)(3)) as the basis for denying the motion to dismiss and made the principal factual assertions that "OSHA had clear notice that the Respondent [was] not proficient in English" and that the Respondent had "not fully understood" the EISA before signing and returning it to OSHA. No evidentiary material was filed in support of the written opposition, such as a statement from Mr. Avalos that addressed how he came to sign and return the EISA to OSHA.

On October 1, 2024, the undersigned conducted a telephone conference with the attorney for the Acting Secretary and Mr. Flynn, the Respondent's non-attorney representative. In that telephone conference Mr. Flynn restated assertions respecting Mr. Avalos' lack of proficiency in English. Mr. Flynn also indicated that Mr. Avalos lacked authority to sign the EISA because his spouse is the sole owner of the Respondent company.

Following the October 1 telephone conference, the undersigned issued an order dated

October 2 that instructed the parties to submit supplemental filings respecting the motion to dismiss, as follows:

> **Supplemental Filings.** As discussed in a telephone conference on October 1, 2024, … the parties shall supplement their filings on the Secretary's pending motion to dismiss to address the following: (a) the Respondent shall identify the legal or equitable grounds under which it asserts that a Commission Judge may declare void *ab initio* the executed Expedited Informal Settlement Agreement related to the Citation and Notification of Penalty issued on June 14, 2024 in connection with OSHA inspection 1751360, and further shall describe with particularity the facts that demonstrate that the agreement is void on those identified grounds, and (b) the Complainant shall present its position respecting whether a Commission Judge has authority to adjudicate the validity of an executed expedited informal settlement agreement in ruling on an employer's motion to be relieved from a final order of the Commission that is in the form of such executed agreement pursuant to Fed. R. Civ. P. 60(b). (The parties may include in such filings other supplemental information that would be useful in ruling on the pending motion to dismiss.)

As directed, the Acting Secretary submitted a supplemental filing, which was supported by an affidavit of the CO as well as documents that indicated (1) Mr. Avalos had very recently reviewed and signed documents written only in English, and (2) that Mr. Avalos is an owner/member of the Respondent, which is a Wisconsin limited liability company.

The Respondent's non-attorney representative did not submit any supplemental argument or evidentiary material as had been directed by the order dated October 2. In a telephone conference conducted on December 3, 2024, Mr. Flynn confirmed that Superior was not submitting any additional material in opposition to the motion to dismiss on behalf of the Respondent.

The evidentiary record on the motion to dismiss is devoid of evidentiary material that

would support a cognizable ground for ruling that the EISA is voidable by the Respondent, and so there is no basis for conducting an evidentiary hearing on the motion to dismiss. There being no evidentiary basis for relieving the Respondent pursuant to Rule 60(b)(3) from the final order that is in the form of the executed EISA, the Acting Secretary's motion to dismiss the Respondent's attempted contest of the Citation is GRANTED and the Respondent's attempted contest of the Citation is DISMISSED.

Discussion

The Commission has the authority to relieve an employer from a final order of the Commission pursuant to Rule 60(b).[2] *See, e.g., Branciforte Builders, Inc.*, 9 BNA OSHC 2113 (No. 80-1920, 1981).

There are multiple paths for obtaining a "final order" from which relief may be granted under Rule 60(b). *Jackson Assocs. of Nassau*, 16 BNA OSHC 1261, 1263 (No. 91-0438, 1993) ("[T]he Act recognizes only one type of final order, although there are a number of methods by which an enforceable final order may be obtained").

---

[2] Rule 60(b) provides as follows:

> (b) *Grounds for Relief from a Final Judgment, Order, or Proceeding.* On motion and just terms, the court may relieve a party or its legal representative from a final judgment, order, or proceeding for the following reasons:
>
> (1) mistake, inadvertence, surprise, or excusable neglect;
>
> (2) newly discovered evidence that, with reasonable diligence, could not have been discovered in time to move for a new trial under Rule 59(b);
>
> (3) fraud (whether previously called intrinsic or extrinsic), misrepresentation, or misconduct by an opposing party;
>
> (4) the judgment is void;
>
> (5) the judgment has been satisfied, released, or discharged; it is based on an earlier judgment that has been reversed or vacated; or applying it prospectively is no longer equitable; or
>
> (6) any other reason that justifies relief.

One such path is where, as here, a cited employer and OSHA enter into an informal settlement agreement before the expiration of the Act's fifteen-working-day contest period.[3] *See Jackson Assocs.,* 16 BNA OSHC at 1263 (noting that one method of obtaining a final order is through a consensual settlement); *Triumph Constr. Corp.*, 26 BNA OSHC 1331, 1346-47 (No. 15-0634, 2016) (ALJ) (determining that an informal settlement agreement executed within the statutory fifteen-working-day contest period became a "final order without any affirmative act by the Commission" for purposes of classifying a violation as "repeated" under section 17(a)), *aff'd* 885 F.3d 95 (2d Cir. 2018).

The Respondent was served with the Citation sometime between June 14 and June 21, and so the fifteen-working-day contest period of section 10(c) of the Act expired no earlier than July 9 and no later than July 15, 2024. Since the first contest letter was filed well before July 9, and the second contest letter was filed on July 9, both notices were filed before the fifteen-working-day contest period expired. Absent the execution of the EISA and the Respondent's express waiver therein of its right to contest the Citation, the Respondent's contest would be deemed timely filed.

However, the EISA that was fully executed prior to the Respondent filing either of its two contest letters constitutes a "final order" of the Commission as of the date of its full execution, June 24, 2024. *Triumph Constr. Corp.*, 26 BNA OSHC at 1347. Given that the Respondent

[3] Two other paths by which a final order may be obtained are through sections 10(a) and 10(c) of the Act. Under section 10(a), a final order of the Commission results by operation of law when an employer does not contest a citation within fifteen working days after the employer has received the citation. 29 U.S.C. § 659(a). Under section 10(c), a final order may be obtained by adjudication before the Commission after an employer, affected employee, or authorized employee representative has filed a written notice of intent to contest a citation that OSHA has issued to the employer. 29 U.S.C. § 659(c).

expressly waived its right to contest the Citation in that final order, the Respondent's subsequent attempts to contest the Citation may not go forward if that final order stands.

As previously described, the Respondent identifies Rule 60(b)(3) as the basis for being relieved from that final order. (Resp't Opp'n at 1). Rule 60(b)(3) embodies "equitable principles" that permit the Commission to grant relief from a final order that was the result of the government's "fraud . . ., misrepresentation, or misconduct," including where the final order was the result of the government having engaged in deception or having failed to follow proper procedures. *Acrom Constr. Servs. Inc.*, 15 BNA OSHC 1123, 1126 (No. 88-2291, 1991); *Branciforte Builders*, 9 BNA OSHC at 2117; *Craig Mech. Inc.*, 16 BNA OSHC 1763, 1765-66 (No. 92-0372-S, 1994) (noting that where an OSHA representative conveys information that contradicts, overshadows, or distracts the employer from reading a citation, "the case is analyzed under 60(b)(3) and the issue is whether" the final order was obtained by "misconduct on OSHA's part" "coupled with a reasonable degree of diligence by the employer"), *aff'd*, 55 F.3d 633 (5th Cir. 1995). "The burden is on the Respondent to show sufficient basis for the relief" under Rule 60(b)(3). *Craig Mech.*, 16 BNA OSHC at 1764.

Settlement agreements that resolve citations issued pursuant to section 9(a) of the Act are contracts. *See Phillips 66 Co.*, 16 BNA OSHC 1332, 1337-38 (No. 90-1459, 1993) (applying contract law principles to a settlement agreement that resolved a Commission proceeding); *Zantec Dev. Co.*, No. 93-2164, 1994 WL 590436, *1-2 (OSHRC ALJ, Oct. 13, 1994) (considering whether to rescind, on grounds of duress, a settlement agreement that the parties had executed before the expiration of the fifteen-working-day contest period of section 10(c) of the Act). The Commission has authority to determine whether a settlement agreement that resolves a citation is voidable under traditional contract principles on ground of mistake, fraud, illegality, harassment, deception,

overbearing conduct, or failure to follow proper procedures. *See Phillips 66 Co.*, 16 BNA OSHC at 1337; *Zantec Dev. Co.*, 1994 WL 590436, at *1-2.

The Respondent has not submitted any evidentiary material to controvert the facts presented by the evidentiary material that the Acting Secretary has submitted in support of her motion to dismiss. There is thus no evidence in the motion record to support (1) the written and oral assertions of the Respondent's non-attorney representative that Mr. Avalos did not fully understand the EISA before he signed it, or (2) the oral assertion of the Respondent's non-attorney representative (made during the telephone conference conducted on October 1) that Mr. Avalos is not an owner of the Respondent company. There is similarly no evidentiary material indicating that OSHA engaged in any fraud, misrepresentation, deception, overbearing conduct, or failure to follow procedures that induced Mr. Avalos to sign and return the EISA to the OSHA area office.

The uncontroverted evidentiary material presented by the Acting Secretary in support of the motion to dismiss constitutes substantial evidence to support the reasonable inferences that after the inspection on May 29 and before Mr. Avalos signed and returned the EISA to OSHA on June 21: (1) Mr. Avalos had no contact with OSHA other than to receive the Citation and associated papers, which included the proffered EISA; (2) Mr. Avalos had the opportunity to read and understand the Spanish language header on the cover letter for the Citation; (3) Mr. Avalos had the opportunity to review and understand the cover letter and other materials written in English; (4) Mr. Avalos made an informed decision not to exercise either Option #2 (ask for a meeting with OSHA to discuss the Citation) or Option #3 (contest the Citation); (5) Mr. Avalos made an informed decision to select Option 1 (accepting the proffered EISA by signing it and faxing the signed EISA to the OSHA area office on June 21); and (6) Mr. Avalos had both actual and apparent authority to execute the EISA on behalf of the Respondent.

The record on the motion provides no basis for conducting an evidentiary hearing on the motion to dismiss because none of the evidentiary material in the record on the motion controverts the reasonable inference that there was no conduct or action by any OSHA official in the nature of fraud, negligent misrepresentation, overbearing conduct, deception, or failure to follow proper procedures that would render the fully executed EISA voidable by the Respondent. *See United States v. 8136 S. Dobson St.*, 125 F.3d 1076, 1086 (7th Cir. 1997) ("[W]hether to grant a hearing or make specific findings in ruling upon a Rule 60(b) motion is left to the district court's discretion"); *cf. Randall Mech., Inc.*, No. 17-1595, 2020 WL 4514843, at *2 (OSHRC July 30, 2020) (remanding to a Commission judge to conduct an evidentiary hearing following the judge's denial of relief under Rule 60(b) where the parties had submitted conflicting written declarations in support of their respective positions).

Similarly, even if there had been some evidentiary showing that Mr. Avalos did not "fully understand" the EISA before he signed and returned it to OSHA, there would be no basis for conducting an evidentiary hearing on the motion to dismiss. This is because under traditional contract law principles, any inability of Mr. Avalos to fully understand the English-language EISA that he signed would not constitute grounds to declare the EISA voidable absent proof that the Respondent executed the agreement as the result of some fraud, negligent misrepresentation, failure to follow proper procedures, or other improper conduct by OSHA.[4]

[4] "[I]t is a fundamental principle of contract law that a person who signs a contract is presumed to know its terms and consents to be bound by them." *Paper Exp., Ltd. v. Pfankuch Maschinen GmbH*, 972 F.2d 753, 757 (7th Cir. 1992) (rejecting an English speaking contracting party's request to be relieved from a contract written entirely in German, noting that "a blind or illiterate party (or simply one unfamiliar with the contract language) who signs the contract without learning of its contents would be bound"). "[A] party who agrees to terms in writing without understanding or investigating those terms does so at his own peril." *Id.*; *accord Morales v. Sun*

Lastly, the apparent suggestion (made only orally by Mr. Flynn during a telephone conference that the undersigned conducted on October 1) that Mr. Avalos did not have authority to execute the EISA because his spouse is the sole owner of the Respondent company is not adjudicated. The Respondent did not thereafter formally advance that position in any written argument or by submission of evidentiary material.[5] Any such contention is deemed waived or abandoned. *See Ragnar Benson, Inc.*, 18 BNA OSHC 1937, 1938 (No. 97-1676, 1999) ("The Commission need not review an issue abandoned by a party").

ORDER

There being no evidence that makes a prima facie showing of entitlement to relief from the final order pursuant to Federal Rule of Civil Procedure 60(b)(3), it is ORDERED that the Acting Secretary's Motion to Dismiss is GRANTED, and the Respondent's attempted contest of the Citation is DISMISSED.

Constr., Inc., 541 F.3d 218, 222 (3d Cir. 2008) ("In the absence of fraud, the fact that an offeree cannot read, write, speak, or understand the English language is immaterial to whether an English-language agreement the offeree executes is enforceable").

[5] In contrast, apparently anticipating that the Respondent would be presenting argument and/or evidence to support Mr. Flynn's oral assertion regarding ownership of the Respondent, the attorney for the Acting Secretary filed evidentiary material indicating that Mr. Avalos is indeed a current member/owner of the Respondent. The attorney for the Acting Secretary also marshaled and presented additional evidence that indicates Mr. Avalos is proficient in understanding written English.

Attorneys and non-attorneys alike who represent cited employers before the Commission are obligated to conform to the letter and spirit of Commission Rule 32, which provides in part: "The signature of a representative … constitutes a certificate by the representative … that the representative … has read the pleading, motion, or other document, that to the best of the representative's … knowledge, information, and belief, formed after reasonable inquiry, it is well grounded in fact…." The attorney for the Acting Secretary reasonably questions whether the Respondent's non-attorney representative conducted the reasonable inquiry required by the rule before asserting in writing that Mr. Avalos did not fully understand the EISA before he signed and returned it to OSHA, and before asserting orally during an informal telephone conference with the undersigned on October 1, 2024, that Mr. Avalos did not own the Respondent.

The EISA that was fully executed as of June 24, 2024, to resolve the Citation issued on June 14, 2024, following OSHA inspection number 1751360 is confirmed as constituting a final order of the Commission as of the day it was fully executed.

SO ORDERED.

/s/ *William S. Coleman*
WILLIAM S. COLEMAN
Administrative Law Judge

DATED: January 29, 2025