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**BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of Milenko Ristic, : Case No. 09-50-TR-CVF
Notice of Apparent Violation and : (OH3256005836D)
Intent to Assess Forfeiture. :

SETTLEMENT AGREEMENT

I. Introduction

Pursuant to Rule 4901:2-7-11 of the Ohio Administrative Code (O.A.C.), Mr. Milenko Ristic (Respondent) and the Staff of the Transportation Department of the Public Utilities Commission of Ohio (Staff) enter into this Settlement Agreement and urge the Public Utilities Commission of Ohio (Commission) to adopt the same.

It is understood by the Respondent and the Staff that this Settlement Agreement is not binding upon the Commission. This agreement, however, is based on the Respondent's and the Staff's desire to arrive at a reasonable result considering the law, facts, and circumstances. Accordingly, the Respondent and the Staff believe that the Commission should adopt this Settlement Agreement.

This Settlement Agreement is submitted on the condition that the Commission adopts the agreed upon terms. In the event the Commission rejects any part of the Settlement Agreement, or adds to, or otherwise materially modifies its terms, each party shall have the right, within thirty days of the date of the Commission's entry or order, to

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file an application for rehearing that includes a request to terminate and withdraw from the Settlement Agreement. Upon the application for rehearing and request to terminate and withdraw from the Settlement Agreement being granted by the Commission, the Settlement Agreement shall immediately become null and void. In such event, the parties shall proceed to a hearing as if this Settlement Agreement had never been executed.

II. Procedural History

- A. On August 26, 2008, a vehicle operated by RDM Logistic LLC and driven by the Respondent was inspected within the State of Ohio. The inspection resulted in the discovery of one apparent violation: operating out of service vehicle in violation of O.A.C. Rule 4901:2-5-07(D).
- B. The Staff timely served the Respondent with a notice of preliminary determination in accordance with O.A.C. Rule 4901:2-7-12 for Case No. OH3256005836D. The total forfeiture assessed the Respondent by the Staff was \$1000.00 for the alleged violation.
- C. The Respondent made a timely formal request for an administrative hearing pursuant to O.A.C. Rule 4901:2-7-13.
- D. The parties have negotiated this Settlement Agreement, which the parties believe resolves all of the issues raised in the notice of preliminary determination.

III. Settlement Agreement

The parties hereto agree and recommend that the Commission find as follows:

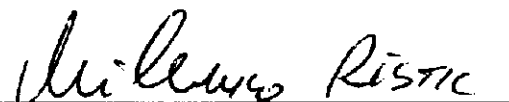
- A. The Staff and the Respondent agree that the Respondent does not contest the violation referenced above. Further, the Staff and the Respondent agree that the Respondent will pay a civil forfeiture in the amount of \$500.00.
- B. The Staff and the Respondent agree that the citation may be included in the Respondent's Safety-Net record and history of violations insofar as it may be relevant for purposes of determining future penalty actions.
- C. Within thirty days of the effective date of this Settlement Agreement, the Respondent shall make the first of twelve consecutive monthly payments. The twelve consecutive monthly payments shall be made in installments of \$41.66 for each of the first eleven months and \$41.74 for the twelfth month until the total amount of \$500.00 is paid-in-full. Each of the twelve monthly payments shall be made using a certified check or money order payable to "Treasurer State of Ohio" and mailed to PUCO Fiscal, 180 E. Broad St., 13th Floor, Columbus, Ohio 43215-3793.
- D. This Settlement Agreement shall not become effective until adopted by the Commission. The date of the entry or order of the Commission adopting the Settlement Agreement shall be considered the effective date of the Settlement Agreement.
- E. This Settlement Agreement is made in settlement of all factual or legal issues in this case. It is not intended to have any effect whatsoever in any other case or proceeding.

IV. Conclusion

This Settlement Agreement, which is subject to the rules of the Commission, constitutes the entire agreement of the parties. The signatory parties agree that this Settlement Agreement is in the best interest of all parties, and urge the Commission to adopt the same. The undersigned respectfully request that the Commission issue an entry or order in accordance with the terms set forth in this Settlement Agreement.

The parties have manifested their consent to the Settlement Agreement by affixing their signatures below on this 28th day of ^{April}~~March~~, 2009.

On behalf of the Respondent:



Milenko Ristic
36 Broughton Street
Tonawanda, NY 14150
(716) 694-3125

On behalf of the Staff of the Public
Utilities Commission of Ohio:



Sarah J. Parrot
Assistant Attorney General
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