

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of Extreme Logistics,                    ) Case No. 13-1213-TR-CVF  
LLC, Notice of Apparent Violation and        ) (OH3242008348C)  
Intent to Assess Forfeiture.                    )

**SETTLEMENT AGREEMENT**

PUCO

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**I. Introduction**

Pursuant to Ohio Adm. Code 4901:2-7-11, Extreme Logistics, LLC enters into this Settlement Agreement with the Staff of the Transportation Department of the Public Utilities Commission of Ohio ("Staff") to resolve all issues in the above captioned case.

It is understood by the parties that this Settlement Agreement is not binding upon the Public Utilities Commission of Ohio ("Commission"). This agreement however, is based on the parties' desire to arrive at a reasonable result considering the law, facts, and circumstances. Accordingly, the parties encourage and recommend that the Commission 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 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

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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. History**

- A. On January 26, 2013, a vehicle operated by Extreme Logistics, LLC was inspected within the State of Ohio.
- B. As a result of the inspection, Extreme Logistics, LLC was served with a notice of preliminary determination in accordance with Ohio Adm. Code 4901:2-7-12.
- C. The notice of preliminary determination notified Extreme Logistics, LLC that Staff intended to assess a civil forfeiture of \$500.00 for a violation of former Ohio Adm. Code 4901:2-6-14(A) (failure to file uniform hazmat application fee).<sup>1</sup>
- D. Extreme Logistics, LLC requested an administrative hearing pursuant to Ohio Adm. Code 4901:2-7-13.
- E. The parties have negotiated this Settlement Agreement, which the parties believe resolves all of the issues raised in the notices of preliminary determination.

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<sup>1</sup> Ohio Adm. Code 4901:2-6-14(A) was rescinded on July 18, 2013; however, the substance of this rule is now contained in Ohio Adm. Code 4901:2-6-03(A).

### **III. Settlement Agreement**

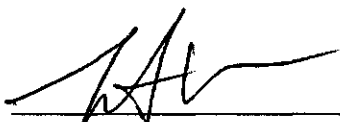
The parties agree and recommend that the Commission find as follows:

- A. For purposes of settlement only, Staff agrees to reduce the civil forfeiture from \$500.00 to \$100.00. The forfeiture reduction is based on Extreme Logistics, LLC payment of the hazmat application fee and securement of the permit.
- B. Extreme Logistics, LLC will pay the \$100.00 civil forfeiture within **thirty days** of the Commission's order approving this Settlement Agreement. The payment shall be made payable to the "Treasurer State of Ohio" and shall be mailed to PUCO Fiscal, 180 E. Broad Street, 4<sup>th</sup> Floor, Columbus, Ohio, 43215. The case number (OH3242008348C) shall appear on the face of the check.
- C. 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. This Settlement Agreement is intended to resolve only factual or legal issues raised in this case. It is not intended to have any effect whatsoever in any other case or proceeding.

#### IV. Conclusion

The undersigned respectfully request that the Commission adopt the agreement in its entirety. The parties have manifested their consent and authority to enter into the Settlement Agreement by affixing their signatures below.

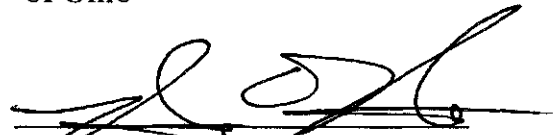
On behalf of Extreme Logistics, LLC



**Mike Wagner**  
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Mansfield, TX 76063

9-10-13  
Date

Counsel for the Staff of the  
Public Utilities Commission  
of Ohio



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9/16/2013  
Date