

SETTLEMENT AGREEMENT

The Commissioner of Labor (hereinafter referred to as "Commissioner") and FWP NEWCO d/b/a Fort Wayne Plastics (hereinafter referred to as "Employer") hereby agree as follows:

The Commissioner amends the Safety Order(s) and Notification(s) of Penalty IOSHA Inspection No. 318093804 issued to the Employer on February 20, 2018 in the following manner:

SAFETY ORDER 01:

- Item 1: Serious-Upheld. Penalty remains \$6300 Dollars. Abatement corrected during inspection.
- Item 2: Serious-Deleted. Penalty is reduced to \$0 Dollars.

SAFETY ORDER 02:

- Item 1: NonSerious-Deleted. Penalty is reduced to \$0 Dollars.

In consideration of the above amendments, the employer:

1. Employer no longer has clients that have molds that need to be manually removed by reaching into the point of operation.
2. Lockout/Tagout was not an issue in this case because the employee was conducting work during normal production.
3. Employer (3 representatives) stood with EMS and first responders when the call was made to OSHA. A second call was made to Indiana OSHA the next morning to verify receipt of the previous notifications. Employer was told the Indiana OSHA was already aware of the situation and was in route to the scene. No documentation was made in the file by the Intake person who was new and only had been on the job one day.

The TOTAL AGREED PENALTY is \$6300

THE EMPLOYER IS SATISFIED WITH THE AMENDMENTS STATED ABOVE AND ACCORDINGLY WAIVES ITS RIGHT TO FILE A NOTICE OF CONTEST OF THE SAFETY ORDER(S) AND NOTIFICATION(S) OF PENALTY AS AMENDED AND AGREES TO WITHDRAW ANY PREVIOUSLY FILED NOTICES OF CONTEST IN THIS MATTER.

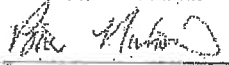
Upon full execution of this Settlement Agreement ("Agreement") the Employer will post this Agreement for three (3) working days or until abatement is completed, whichever period is longer.

The Safety Order(s) and Notification(s) of Penalty are, and shall be, herein a final and enforceable Order of the Board of Safety Review:

The total AGREED PENALTY is due and payable within fifteen (15) working days from the Employer's execution of this Agreement. The Employer further agrees that if the AGREED PENALTY is not paid within fifteen working days from the Employer's execution of this Agreement, that the full amount of the penalty initially assessed against the Employer in the Safety Order(s) and Notification(s) of Penalty which are the subject of this Agreement is due and payable immediately.

Except for this Agreement, and IOSHA matters arising out of this Agreement, and any other subsequent IOSHA proceedings between the parties, none of the foregoing agreements, statements, findings, and actions taken by Employer shall be deemed an admission by Employer of the allegations contained within the Safety Order(s) and Notification(s) of Penalty. The agreements, statements, findings and actions taken herein are made in order to compromise and settle this IOSHA matter economically and amicably, and they shall not be used for any other purpose, except as herein stated.

ANCHOR INDUSTRIES FWP NEWCO, LLC

By: 

Title: VP & CEO

Date: 3-15-2018

COMMISSIONER OF LABOR

By: 

Title: Director

Date: 3/15/18