



Agenda Date: 10/16/13

Agenda Item: VIIA

STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 9th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

CUSTOMER ASSISTANCE

LAUREL 8, LLC D/B/A/ SUPER 8,)	ORDER ADOPTING INITIAL
Petitioner)	DECISION SETTLEMENT
V.)	
PUBLIC SERVICE ELECTRIC AND GAS COMPANY,)	BPU Docket No. GC13010043U
Respondent)	OAL Docket No. PUC 3562-13

Parties of Record:

Amy L. Santa Maria, Esq., appearing on behalf of Laurel 8, LLC, d/b/a Super 8
Amanda Johnson, Esq., appearing on behalf of Respondent, Public Service Electric and Gas Company

BY THE BOARD:

On January 10, 2013, Laurel 8, LLC, d/b/a Super 8 ("Petitioner"), filed a petition with the Board of Public Utilities ("Board") requesting a formal hearing related to a billing dispute with Public Service Electric and Gas Company ("Respondent") for utility services rendered by Respondent.

After the filing of Respondent's answer, the Board transmitted this matter to the Office of Administrative Law ("OAL") for hearing and initial disposition as a contested case pursuant to N.J.S.A. 52:14B-1 et seq. and N.J.S.A. 52:14F-1 et seq. This matter was assigned to Administrative Law Judge ("ALJ") Lisa James-Beavers.

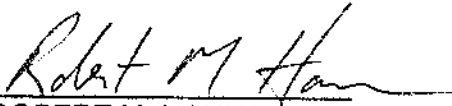
While this matter was pending at the OAL, the parties engaged in negotiations and entered into and signed a Stipulation of Settlement ("Stipulation") that was submitted to the ALJ. By Initial Decision issued on August 27, 2013 and submitted the Board on September 5, 2013, to which the Agreement was attached and made a part thereof, ALJ James-Beavers found that the Stipulation was voluntary, that its terms fully disposed of all issues in controversy and that it satisfied the requirements of N.J.A.C. 1:1-19.1. Pursuant to the Stipulation, Respondent has agreed to refund the security deposit in the amount of \$8,258.00 to Petitioner's account number ending in 0108 and that amount will be deducted from Petitioner's arrears balance of \$22,669.72. In addition, Respondent has agreed to credit the account \$7,205.86 while Petitioner has agreed to pay to Respondent \$7,205.86. As a result of the security deposit, the additional credit, and Petitioner's payment, Petitioner's arrears balance will now be \$0.00 on this account.

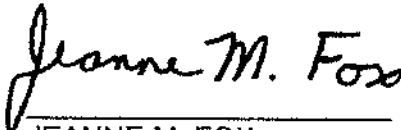
After review of the Initial Decision and the Stipulation of Settlement of the parties, the Board **HEREBY FINDS** that the parties have voluntarily agreed to the Stipulation as evidenced by their signatures and that by the terms of the Stipulation agreement, have fully resolved all outstanding contested issues in this matter.

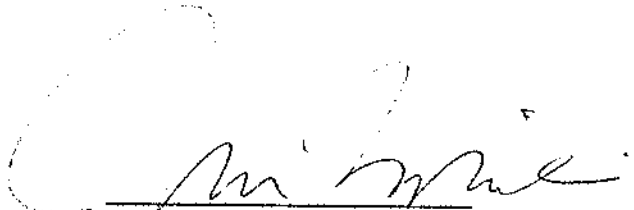
Accordingly, the Board **HEREBY ADOPTS** the Initial Decision and Stipulation of Settlement executed by the parties in their entirety as if set forth at length herein.

DATED: 10/16/13

BOARD OF PUBLIC UTILITIES
BY:


ROBERT M. HANNA
PRESIDENT


JEANNE M. FOX
COMMISSIONER



JOSEPH L. FIORDALISO
COMMISSIONER


MARY-ANNA HOLDEN
COMMISSIONER


DIANNE SOLOMON
COMMISSIONER

ATTEST: 
KRISTI IZZO
SECRETARY

I HEREBY CERTIFY that the within
document is a true copy of the original
in the files of the Board of Public
Utilities



LAUREL 8, LLC D/B/A SUPER 8

V.

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

BPU DOCKET NO. GC13010043U

OAL DOCKET NO. PUC 3562-13

SERVICE LIST

Amy L. Santa Maria, Esq.
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Newark, New Jersey 07101-45029



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 3562-13

AGENCY DKT. NO. 13010043U

LAUREL 8, LLC D/B/A SUPER 8,

Petitioner,

v.

PUBLIC SERVICE ELECTRIC AND

GAS COMPANY,

Respondent.

Amy L. Santa Maria, Esq., for petitioner (Kaplin, Stewart, Meloff, Reiter & Stein,
LLC, attorneys)

Amanda Johnson, Esq., for respondent

Record Closed: August 2, 2013

Decided: August 27, 2013

BEFORE **LISA JAMES-BEAVERS, ALJ:**

STATEMENT OF THE CASE

This case concerns petitioner Laurel 8, LLC's dispute of a bill from respondent Public Service Electric and Gas Company. The parties agreed to a settlement of all issues in dispute and prepared a settlement agreement, which I have attached and fully

incorporated herein. The settlement agreement also sets forth the procedural history, which I also incorporate herein.

FINDINGS OF FACT

I have reviewed the record and the terms of settlement and I **FIND**:

1. The parties have voluntarily agreed to the settlement as evidenced by their signatures or their representatives' signatures.
2. The settlement fully disposes of all issues in controversy and is consistent with the law.

I **CONCLUDE** that this agreement meets the requirements of N.J.A.C. 17:27-19.1 and that the settlement should be approved. I approve the settlement and therefore **ORDER** that the parties comply with the settlement terms and that these proceedings be concluded.

I hereby **FILE** my initial decision with the **BOARD OF PUBLIC UTILITIES** for consideration.

This recommended decision may be adopted, modified or rejected by the **BOARD OF PUBLIC UTILITIES**, which by law is authorized to make a final decision in this matter. If the Board of Public Utilities does not adopt, modify or reject this decision within forty-five days and unless such time limit is otherwise extended, this recommended decision shall become a final decision in accordance with N.J.S.A. 52:14B-10.

August 27, 2013
DATE


LISA JAMES-BEAVERS, ALJ

Date Received at Agency:

9/3/13

Date Mailed to Parties:

9/3/13

cmo

STATE OF NEW JERSEY
OFFICE OF ADMINISTRATIVE LAW

Lauren 8, LLC d/b/a Super 8)
) BPU DOCKET NO. GC13010043U
Petitioner,)
) OAL DOCKET NO. PUC 03562-2013 S
v.)
)
) **STIPULATION OF SETTLEMENT**
Public Service Electric and Gas Company)
)
Respondent.)

On or about January 10, 2013, Petitioner filed the above-referenced billing dispute. Public Service Electric and Gas Company ("PSE&G" or "Respondent") filed an answer to Petitioner's petition and the New Jersey Board of Public Utilities ("NJBP" or "Board") transmitted the matter to the Office of Administrative Law ("OAL") as a contested case for adjudication.

In the interests of resolving this matter without further delay, extensive effort and costs, the parties hereto agreed to settle this matter in accordance with the following terms:

1. PSE&G agrees to refund the security deposit in the amount of \$8,258.00 to Petitioner's Account Number 4205100108. This amount will be deducted from Petitioner's arrears balance of \$22,669.72.

2. PSE&G further agrees to apply a credit in the amount of \$7,205.86 to Petitioner's Account Number 4205100108.

3. Petitioner agrees to pay to PSE&G \$7,205.86, which will bring Petitioner's arrears balance to \$0 for the above-reference account.

4. This agreement is in settlement of the Petition filed by Petitioner on or about January 10, 2013.

5. Mutual Releases.

a. Petitioner hereby remises, releases and forever discharges Respondent from all manner of actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims or demands whatsoever in law or in equity which they ever had, now have, or which they hereinafter can, shall or may have against any or all of the Defendants relating in any manner to the Petition, and the claims asserted, or which could have been asserted, in the Petition, (hereinafter "Released Claims"). The foregoing release is *not* intended to, and does *not*, release any

claims (1) other than the Released Claims and (2) to enforce the terms and conditions of this Agreement.

b. Respondent does hereby remise, release and forever discharge Petitioner from all manner of actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims or demands whatsoever in law or in equity which they ever had, now have, or which they hereinafter can, shall or may have against Petitioner related in any manner to the Petition and the claims asserted, or which could have been asserted, in the Petition (hereinafter "**Released Claims**"). The foregoing release is *not* intended to, and does *not*, release any claims (1) other than the Released Claims, or (2) to enforce the terms and conditions of this Agreement.

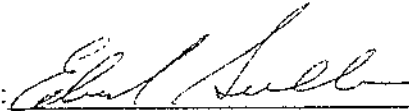
6. The undersigned agree that this Settlement contains mutually balancing and interdependent provisions and is intended to be accepted and approved in its entirety. In the event any particular aspect of this Settlement is not accepted and approved by the Board or modified by the Board, the party that is adversely affected by the modification can either accept the modification or declare this Settlement to be null and void, and the parties shall be placed in the same position that they were in immediately prior to its execution.

PUBLIC SERVICE ELECTRIC & GAS CO.

DATED:

7/30/13

By:



Edward Sullivan

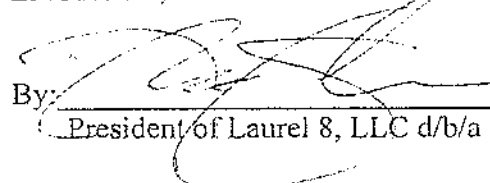
Manager of Customer Operations

LAUREL 8, LLC d/b/a SUPER 8

DATED:

7/27/13

By:



President of Laurel 8, LLC d/b/a Super 8