

Pursuant to the terms of the Stipulation,¹ and in order to fully resolve this matter, PSE&G agreed to credit LDR's account in the amount of \$5,353.00. LDR agreed to pay all bills rendered by PSE&G by the date due on the monthly invoice from PSE&G or be subject to late payment charges pursuant to PSE&G's governing tariff.

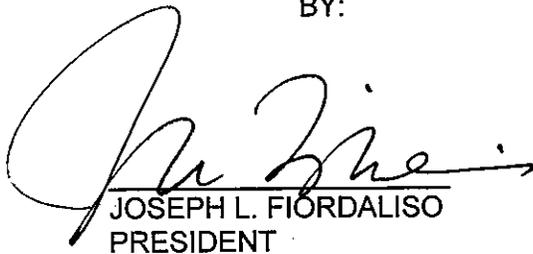
By Initial Decision issued on March 6, 2019, and submitted to the Board on March 12, 2019, ALJ Morejon found that the Stipulation was voluntary, its terms fully disposed of all issues in controversy, it was consistent with the law, and that it satisfied the requirements of N.J.A.C. 1:1-19.1.

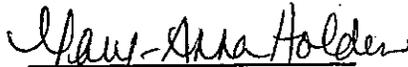
After review of the Initial Decision and the Stipulation, the Board **HEREBY FINDS** that the parties have voluntarily agreed to the settlement as evidenced by their signatures and that, by the terms of the Stipulation, they have fully resolved all outstanding contested issues in this matter. Accordingly, the Board **HEREBY ADOPTS** the Initial Decision and the Stipulation executed by the parties in their entirety as if fully set forth herein.

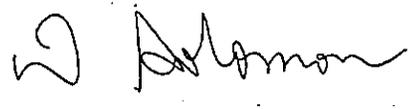
The effective date of this Order is April 28, 2019.

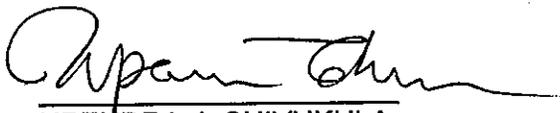
DATED: 4/18/19

BOARD OF PUBLIC UTILITIES
BY:


JOSEPH L. FIORDALISO
PRESIDENT

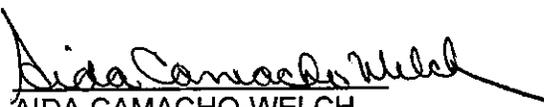

MARY-ANNA HOLDEN
COMMISSIONER


DIANNE SOLOMON
COMMISSIONER


UPENDRA J. CHIVUKULA
COMMISSIONER


ROBERT M. GORDON
COMMISSIONER

ATTEST:


AIDA CAMACHO-WELCH
SECRETARY

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

¹ Although summarized in this Order, the detailed terms of the Stipulation are controlling, subject to the findings and conclusions of this Order.

LDR EQUITIES, LLC

V.

**PUBLIC SERVICE ELECTRIC AND GAS COMPANY
BPU DOCKET NO. EC18050493U
OAL DOCKET NO. PUC 08560-18**

SERVICE LIST

Daniel Rudin, Managing Partner
LDR Equities, LLC
501 Broad Avenue
Ridgefield, NJ 07657

James T. Walsh
Public Service Electric and Gas Company
80 Park Plaza, T5G
Newark, NJ 07102

Eric Hartsfield, Director
Julie Ford-Williams, Chief
Division of Customer Assistance
Board of Public Utilities
Post Office Box 350
Trenton, NJ 08625-0350
Eric.hartsfield@bpu.nj.gov
Julie.ford@bpu.nj.gov

Patricia Krogman, DAG
Department of Law & Public Safety
Division of Law
Post Office Box 45029
Newark, NJ 07101-45029
patricia.krogman@law.njoag.gov

RECEIVED
CASE MANAGEMENT

MAR 12 2019

BOARD OF PUBLIC UTILITIES
TRENTON, NJ

BOARD OF PUBLIC UTILITIES

MAR 12 2019

MAIL RECEIVED



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 08560-18

AGENCY DKT. NO. EC18050493U

LDR EQUITIES, LLC,

Petitioner,

v.

PUBLIC SERVICE ELECTRIC

AND GAS COMPANY,

Respondent.

Daniel Rubin, Managing Partner for petitioner, LDR Equities, LLC

James T. Walsh, Senior Customer Relations Consultant, for respondent (Public Service Electric and Gas Company)

Record Closed: March 1, 2019

Decided: March 6, 2019

BEFORE JULIO C. MOREJON, ALJ:

STATEMENT OF THE CASE AND PROCEDURAL HISTORY

On June 12, 2018, the above referenced matter was transmitted to the Office of Administrative Law (OAL) for hearing as a contested case pursuant to N.J.S.A. 52:14B-1 to -15 and N.J.S.A. 52:14F1 to -13.

The matter was scheduled for a prehearing telephone conference on July 17, 2018, and several conference calls thereafter. An In-Person Settlement Conference was held on October 12, 2018. The parties were engaged in settlement discussions and agreed to settle the matter. The signed Settlement Agreement indicating the terms of settlement was signed by the parties and is attached and fully incorporated herein.

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

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

I **CONCLUDE** that the agreement meets the safeguard requirements of N.J.A.C. 1:1-19.1 and, accordingly, I approve the settlement and **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.

March 6, 2019

DATE



JULIO C. MOREJON, ALJ

Date Received at Agency: _____

Date Mailed to Parties:
lr _____

STATE OF NEW JERSEY
OFFICE OF ADMINISTRATIVE LAW

LDR Equities, LLC)
) BPU DOCKET NO. EC18050493U
) OAL DOCKET NO. PUC 08560-2018N
)
 Petitioner,)
)
 v.)
)
) **STIPULATION OF SETTLEMENT**
)
 Public Service Electric & Gas Company)
)
)
 Respondent.)

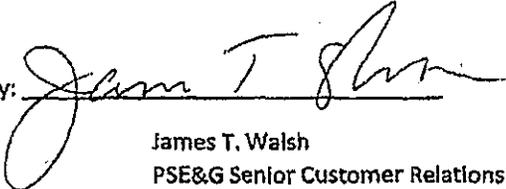
On or about May 7, 2018, Petitioner filed the above-referenced Billing Dispute. Public Service Electric & Gas Company ("PSE&G" or "Respondent") filed an answer to the petition and the New Jersey Board of Public Utilities ("NJBP" or "Board") transmitted the matter to the Office of Administrative Law ("OAL") as a contested case for adjudication.

In the interest of resolving this matter amicably and to avoid further delay and costs to Petitioner and Respondent (the "Parties"), the Parties hereto agreed to settle this matter in accordance with the following terms:

1. This Settlement Agreement represents the entire agreement between the Parties relating to the subject matter of the Dispute. All prior settlement discussions merge into this Settlement Agreement.
2. The Parties acknowledge and agree that the settlement of the Dispute, the consideration referenced herein, and the execution of this Settlement Agreement, are the result of compromise and are entered into in good faith and shall never for any purpose be considered an admission of liability or of responsibility concerning any of the claims referred to in the Dispute, and no past or present wrongdoing on the part of any of them shall be implied by such consideration or execution.

3. Respondent agrees to credit Petitioner's primary account ending in 7404 totaling \$5,353.00 at petitioner's business located at 501 Broad Avenue, Ridgefield, N.J. 07657-232945
4. All PSE&G meters at this location, 4 electric and 2 gas meters in the name of the Petitioner now have individual account numbers.
5. Petitioner agrees to pay all bills rendered by Respondent for gas and electric services at his business located at 501 Broad Avenue, Ridgefield, N.J. by the due date as posted on the monthly PSE&G bill or be subject to late payment charges as documented in PSE&G Electric Tariff for Electric Service section 9.12.
6. This agreement is in full settlement of the claims set forth in the Petition filed by Petitioner, on or about May 7, 2018.
7. 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.

DATED: 3-1-19

By: 

James T. Walsh
PSE&G Senior Customer Relations Consultant

DATED: 3/1/19

By: 

Daniel Rubin
Managing Partner LDR Equities LLC.

STATE OF NEW JERSEY
OFFICE OF ADMINISTRATIVE LAW

LDR Equities, LLC)
) BPU DOCKET NO. EC18050493U
) OAL DOCKET NO. PUC 08560-2018N
Petitioner,)
 v.)
) **STIPULATION OF SETTLEMENT**
Public Service Electric & Gas Company)
)
Respondent.)

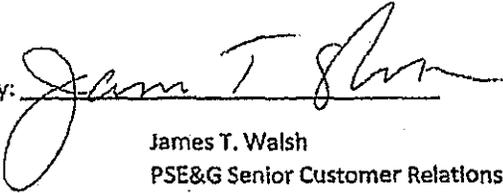
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DATED: 3-1-19

By: 

James T. Walsh
PSE&G Senior Customer Relations Consultant

DATED: 3/1/19

By: 

Daniel Rubin
Managing Partner LDR Equities LLC.
