



250 Pilot Rd. Suite 300
Las Vegas, NV 89119

Phone 800.451.6956
Fax 800.451.5685

www.bluepilotenergy.com

March 26, 2014

RECEIVED

MAR 25 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

SENT VIA EXPRESS OVERNIGHT DELIVERY

Secretary
Pennsylvania Public Utility Commission
400 North Street
Commonwealth Keystone Building, 2nd Floor
Harrisburg, Pennsylvania 17120

Re: Formal Complainant Name: Megan and Forrest Lehman
 Account Number: 201431
 Formal Case Number: C-2014-2409409
 Phone Number: (570) 601-4711

Dear Secretary:

Please allow this correspondence to serve as Blue Pilot Energy, LLC's (hereafter "BPE") formal response to the above-referenced formal complaint forwarded to by the Commission.

Specifically, on or about March 21, 2014, BPE settled this matter directly with the complainants, Megan and Forest Lehman. BPE is filing this response in lieu of our required formal Answer, along with the attached fully executed copy of the Certificate of Satisfaction and Agreement signed by both BPE and Mr. Lehman, as proof of our Settlement, along with the requisite Certificate of Mailing.

Consequently, as this matter is considered settled and resolved, please take the necessary action to dismiss this formal complaint and/or reflect that said complaint is now satisfied. If possible, please send written confirmation as such.

If the Commission has any further questions regarding this matter, please feel free to contact me directly at (888) 669-6928, by facsimile at (702) 933-1759, or by email at njureidini@nos.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Nazario J. Jureidini".

Nazario J. Jureidini, Esq.
In-House Counsel
Blue Pilot Energy

Enclosures: Certificate of Satisfaction and Agreement, and Certificate of Mailing

CC: Megan and Forrest Lehman

NJJ:er

CERTIFICATE OF SATISFACTION AND AGREEMENT

This agreement, when signed by the parties, Forrest Lehman and Blue Pilot Energy, LLC (hereafter "BPE"), represents the parties' desire to resolve any and all issues relating to the furnishing of and charges for energy services (generation charges) by BPE to Mr. Lehman.

Upon signing, this agreement is binding upon BPE and Mr. Lehman, including their officers, directors, partners, employees, agents, successors and assigns. This agreement is based on the parties' goal of resolution, as stated above, and on the consideration provided between the parties, as outlined in this agreement. As such, this agreement constitutes full satisfaction and accord regarding any issues between the parties, finalizing and superceding any previous verbal or written agreements between the parties.

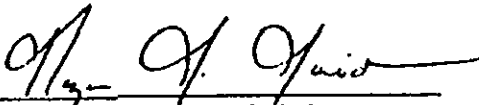
Specifically, the parties agree that:

1. Under Mr. Lehman's account #201431 (hereafter "Account") with BPE, BPE shall refund Mr. Lehman \$663.40 for generation charge adjustments on his March 18, 2014 Invoice and February 18, 2014 Invoice. The aforementioned refund represents a good faith accommodation regarding the concerns raised by Mr. Lehman as a customer of BPE. This payment does not represent any admission of liability to Mr. Lehman or any admission of failure to follow regulatory, statutory or contractual requirements imposed on BPE.
2. Mr. Lehman agrees to remit full payment on the March 18, 2014 and February 18, 2014 invoices for his BPE Account, and after payment is received by BPE, his account will be considered settled in full.
3. BPE further agrees to reflect in its records of Account that Mr. Lehman has made timely, appropriate and full payment for services rendered under his Account.
4. Mr. Lehman agrees to take the necessary and timely action to dismiss his formal Pennsylvania PUC complaint #C2014-2409409 filed against BPE. Further, Mr. Lehman agrees to release BPE, its partners, employees, and respective affiliates from any claims, demands, obligations and agreements, arising now or in the future, based on the current services provided by BPE or based on any billings or representations made in connection with these services.

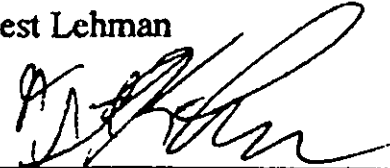
5. Both BPE and Mr. Lehman agree that the terms and conditions of this agreement are to be confidential between the parties and will not be disclosed to any person or entity outside of the parties. Neither will any public statement be made by the parties or by anyone representing the parties with regard to this agreement or to the matters covered by this agreement, except as may be required by law or in response to relevant inquiry by appropriate regulatory agencies.
6. Mr. Lehman agrees to take no action which is intended, or would reasonably be expected, to harm BPE or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to BPE.
7. Each person signing this agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized, and that the agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

The parties acknowledge this agreement by the signatures below:

Blue Pilot Energy, LLC

By 
Nazario J. Jureidini
In-House Counsel

Forrest Lehman

By 

Date 3/22/2014

Date 3-25-2014

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MAR 25 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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BEFORE THE PENNSYLVANIA PUBLIC UTILITIY

DATE SERVED: MARCH 11, 2014

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

MEGAN AND FORREST LEHMAN

Complainant,

v.

BLUE PILOT ENERGY, LLC.

Respondent.

**Complaint Docket
No: C-2014-2409409**

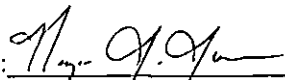
CERTIFICATE OF MAILING

I, NAZARIO J. JUREIDINI, In-House Counsel for Respondent, BLUE PILOT ENERGY, LLC hereby certify that on the date shown below, a true and correct copy of the Certificate of Satisfaction and Agreement was mailed postage prepaid, in a sealed envelope, from 250 Pilot Road, Suite #300, Las Vegas, Nevada 89119 to the following interested parties:

Megan and Forrest Lehman
342 Eldred Street
Williamsport, PA 17701

Secretary
Pennsylvania Public Utility Commission
400 North Street
Commonwealth Keystone Building, 2nd Floor
Harrisburg, PA 17120

Dated this 26th day of March, 2014.

By: 
Nazario J. Jureidini, Esq.
In-House Counsel for Respondent,
Blue Pilot Energy, LLC

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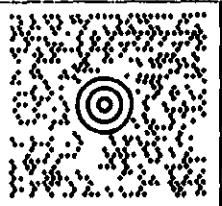
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HARRISBURG PA 17120-1005
FL 2
400 NORTH ST
PUBLIC UTILITY COMMISSION

NAZARIO J JUREIDINI, ESQ
(702) 547-8000
BLUE PILOT ENERGY
250 PILOT ROAD, SUITE 300
LAS VEGAS NV 89119-3514

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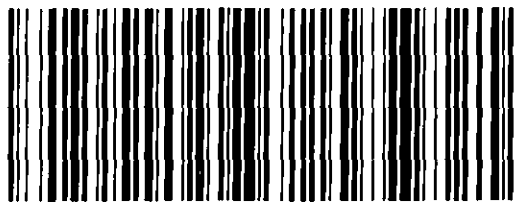
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COMMONWEALTH KEYSTONE BLDG
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400 NORTH STREET
HARRISBURG PA 17120



PA 171 9-20



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