



Tel: 888-MAJOR-60 Fax: 718-228-2552

RESPOND POWER

Tel: 877-9-RESPND Fax: 718-228-2552

May 21, 2014

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

Re: Rodger Cornish v. Respond Power LLC
Docket No. C-2014-2411133

Dear Secretary Chiavetta:

Enclosed for filing please find a Certificate of Satisfaction in the above-captioned matter as well as a settlement agreement between the parties. A Copy of the Certificate has been served upon the Complainant in accordance with the attached Certificate of Service. If you have any questions, please do not hesitate to contact me. Thank you.

Regards,

Scott Foreman-Murray
Major Energy/Respond Power
100 Dutch Hill Road, Suite 310
Orangeburg, NY 10962
(347) 274-0885

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2014 MAY 27 AM 11:14
P.A. P.U.C.
SECRETARY'S BUREAU

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

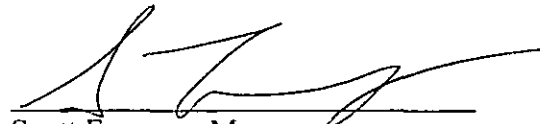
Rodger Cornish	:	
	:	
Complainant	:	
	:	
v.	:	Docket No. C-2014-2411133
	:	
RESPOND POWER LLC	:	
	:	
Respondent	:	

CERTIFICATE OF SATISFACTION

Respond Power LLC (“Respond Power”), pursuant to 52 Pa. Code § 5.24(b) hereby certifies that it has satisfied the Complaint of Rodger Cornish (“Complainant”) filed with the Pennsylvania Public Utility Commission at Docket No. C-2014-2411133 (the “Complaint”).

By copy of this certificate, I am notifying the Complainant of the right to object to any part of this settlement in writing to the Public Utility Commission within ten (10) days of the date of this Certificate. If no objection is received within ten (10) days, the Complaint shall be deemed withdrawn.

Respectfully submitted,



Scott Foreman-Murray
100 Dutch Hill Road, Suite 310
Orangeburg, NY 10962
(347) 274-0885
sfmurray@majorenergy.com
In-House Counsel for Major Energy LLC

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Dated: May 21, 2014

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100 Dutch Hill Rd • Suite 310
Orangeburg, New York 10962
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FAX: 718-228-2552
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majorenergy
let me work for you.

RELEASE AND SETTLEMENT AGREEMENT

This Release and Waiver of Liability (the "Release Agreement") is made and entered into this 14th day of May, 2014 by and between Major Energy Services, LLC, located at 100 Dutch Hill Road, Suite 310, Orangeburg, New York 10962, Major Energy Electric Services, LLC, located at 100 Dutch Hill Road, Suite 310, Orangeburg, New York 10962, Respond Power LLC, located at 100 Dutch Hill Road, Suite 310, Orangeburg, New York 10962 (collectively hereinafter referred to as "Major Energy") and Rodger Cornish, located at 444 Kevin Dr., Bethlehem, PA 18017, with Utility ID number 3560050001 (CUSTOMER). Major Energy and CUSTOMER may sometimes hereinafter be referred to individually as a Party and collectively as the Parties.

WHEREAS, CUSTOMER has, prior to the date hereof, been a customer of Major Energy, LLC; and

WHEREAS, the Parties are currently in dispute regarding the relationship and whether any Party hereto is indebted to any other Party hereto for any amount and for any reason; and

WHEREAS, the Parties desire to enter into this Release Agreement to permanently settle and resolve any and all disputes among them.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

- a. The foregoing recitals are hereby made a part of this Release Agreement.
- b. CUSTOMER, for himself and his agents, representatives, heirs, beneficiaries, personal representatives, executors, administrators, successors and assigns (collectively, the "CUSTOMER Related Parties"), do hereby jointly and severally, irrevocably and unconditionally, waive, release, remise, acquit, exonerate, forever discharge and indemnify and hold harmless Major Energy, its affiliates and each of its affiliates' managers, directors, officers, employees, members, stockholders, agents, representatives, affiliates, successors and assigns (collectively, the "Major Energy Releasees") of and from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, obligations, claims, demands, grievances, allegations, controversies, promises, covenants, contracts, agreements, damages, costs and expenses (including, without limitation, attorneys' fees), counterclaims, liabilities and judgments, of whatever kind or nature, in law or in equity, known or unknown, now existing or which may develop in the future (collectively, the "Claims") against Major Energy Releasees, arising out of or relating to any sum of money owed at any time, from the beginning of time.

Initials _____

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- c. In full consideration for the foregoing release, Major Energy shall pay to CUSTOMER, the total sum of Two Hundred Eighty-Two Dollars and Ninety-Two Cents (\$282.92) (the "Settlement Payment"). CUSTOMER has already received One Hundred Eighty-Two Dollars and Ninety-Two Cents (\$182.92) of the Settlement Payment. Upon receipt of the signed agreement, Major Energy shall send the customer an additional One Hundred Dollars (\$100), thus fulfilling its obligations under the Release Agreement.
- d. This Release Agreement shall be considered a settlement agreement in settlement of any and all disputed claims, and shall not be considered or construed as an admission of liability or other concession on the part of any Party.
- e. CUSTOMER agrees not to discuss the terms of this agreement with anyone except his legal and financial counsel. CUSTOMER's violation of this part of the agreement will require forfeiture of all monies paid by Major Energy.
- f. This Release Agreement constitutes the final and entire agreement among the Parties regarding the subject matter hereof and supersedes any prior oral or written agreements, understandings, or representations among the Parties regarding the subject matter hereof. The terms of this Release Agreement can only be amended in writing signed by all of the Parties. The failure of any Party to enforce at any time any of the provisions of this Release Agreement, or the failure to require at any time the performance of any of the provisions of this Release Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of a Party to enforce each and every such provision thereafter. The express waiver by a Party of any provision, condition or requirement of this Release Agreement will not constitute a waiver of any future obligation to comply with such provision, condition or requirement.
- g. This Release Agreement will be governed by and construed and enforced in accordance with the laws of the State of New York. Any material dispute between the parties arising under this Release Agreement which is not resolved by good faith negotiation shall be subjected to non-binding arbitration in accordance with the then existing Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court with jurisdiction thereof. The arbitrator shall award attorneys' fees and other costs of the arbitration, including the fees and expenses of the arbitrator, to the prevailing party, as determined by the arbitrator. Notwithstanding the foregoing, each Party may pursue injunctive or other equitable relief in the event of a breach or threatened breach of any provision of this Release Agreement by any other Party and, in such event, shall not be required to engage in arbitration.

[signatures on the following page]

Initials ____/____

100 Dutch Hill Rd • Suite 310
Orangeburg, New York 10962
TEL: 888-MAJOR-60
FAX: 718-228-2552
www.majorenergy.com



IN WITNESS WHEREOF, this Release Agreement is executed as of the date set forth above.

Rodgers L. Cornish

CUSTOMER

5/17/2014

DATE

Adan Amal

MAJOR ENERGY

5/21/2014

DATE

Initials /

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Rodger Cornish	:	
	:	
Complainant	:	
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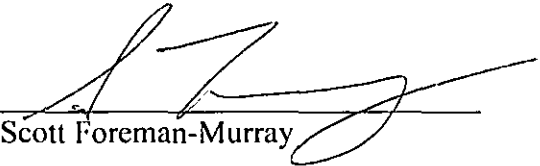
CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing Certificate of Satisfaction upon the party listed below, in accordance with the requirements of 52 PA. Code § 1.54 (relating to service by a party).

VIA First Class U.S. Mail

Rodger Cornish
444 Kevin Dr.
Bethlehem, PA 18017

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2014 MAY 27 AM 11:15
PA. P.U.C.
SECRETARY'S BUREAU



Scott Foreman-Murray

Dated May 21, 2014

RESPOND POWER

100 DUTCH HILL ROAD  SUITE 310 ORANGEBURG, NY 10962

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P.A.D.U.C.
SECRETARY'S BUREAU

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

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