



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

RESPOND POWER

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

May 8, 2014

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

**Re: Elisabeth Waltman v. Respond Power LLC, C-2014-2409815**

Dear Secretary Chiavetta:

Enclosed please find the requested original copy of the settlement agreement in the above referenced case.

Regards,

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

CC:

Elisabeth Waltman  
123 Groffdale Dr., #A  
Quarryville, PA 17566

RECEIVED  
2014 MAY 12 AM 10:31  
PA P.U.C.  
SECRETARY'S BUREAU

RECEIVED

2014 MAY 12 AM 10: 32

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



**RELEASE AND SETTLEMENT AGREEMENT**

This Release and Waiver of Liability (the "Release Agreement") is made and entered into this 19th day of March, 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, Elisabeth Waltman, located at 123 Groffdale Drive #A, Quarryville, PA 17566, with Utility ID number 9915087061 (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 E.W.

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



- c. In full consideration for the foregoing release, Major Energy shall pay to CUSTOMER, the total sum of Seventy Five Dollars (\$75) (the "Settlement Payment").
- 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. **NON DEFAMATION & NON-DISPARAGEMENT:** CUSTOMER agrees not to (1) disparage, interfere with or attempt to interfere with, Major Energy's reputation, goodwill, services, business, directors, officers, employees, agents and its affiliates, or (2) engage in any conduct, take any actions or make any statements (oral or written) to the public, future employers, customers, vendors, the investment community, the media, or any other third party whatsoever, that is calculated to have, or reasonably likely or possibly having, the effect of undermining, disparaging or otherwise reflecting negatively, or could reasonably be considered to undermine, disparage or reflect negatively, on Major Energy, its reputation, goodwill, services, business, and/or its directors, officers, employees, agents and its affiliates.
- 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 Pennsylvania. 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 E, W

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.

Elisabeth Waltman

CUSTOMER

5-2-2014

DATE

Adam Am...

MAJOR ENERGY

5/8/14

DATE

RECEIVED  
2014 MAY 12 AM 10:32  
PA P.U.C.  
SECRETARY'S BUREAU

Initials \_\_\_/\_\_\_

# RESPOND POWER

100 DUTCH HILL ROAD  SUITE 310 ORANGEBURG, NY 10962

WESTCHESTER

NY 10962

05 MAY '14

PM 4 1



02 1P

\$ 000.48<sup>0</sup>

0001921058 MAY 08 2014

MAILED FROM ZIP CODE 10962

RECEIVED  
2014 MAY 12 AM 10:32  
PA P.U.C.  
SECRETARY'S BUREAU

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

17120\$0093

