



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

SYED HUSSAIN,
Petitioner

v.

SOUTH JERSEY GAS COMPANY
Respondent

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ORDER ADOPTING
INITIAL DECISION

BPU Docket No. GC19050562U
OAL Docket No. PUC 08929-19

Parties of Record:

Bryan J. James, Esq., for Petitioner Syed Hussain
Van L. McPherson, III, Esq., for Respondent

BY THE BOARD:

The within matter is a billing dispute between Syed Hussain (“Petitioner”) and South Jersey Gas Company (“SJG” or “Respondent”). This Order sets forth the background and procedural history of Petitioner’s claims and represents the Final Order in the matter pursuant to N.J.S.A. 52:14B-1 to -15 and N.J.S.A. 52:14F-1 to -13. Having reviewed the record, the Board of Public Utilities (“Board”) now **ADOPTS** the Initial Decision rendered on February 20, 2020, as follows.

PROCEDURAL HISTORY

On or about May 3, 2019, Petitioner filed a petition with the Board requesting a formal hearing, alleged that Respondent had improperly billed the Petitioner for the gas service for the property located at 251 W. Father Keis Dr. in Egg Harbor City, NJ. The Petitioner further contends his tenant, Ms. Delphia Harper Bullock, abandoned the property without notice in April or May of 2018. The Petitioner claims that Ms. Bullock, not the Petitioner, had the service contract with the Respondent.

Respondent filed an Answer to the Petition, dated May 16, 2019. Respondent contends that gas service at the location in question was disconnected, due to non-payment by Delphia Harper Bullock, in June of 2017. On July 26, 2018, during a new service request, Respondent discovered that there had been continuous gas usage at the property in question after the gas meter was shutoff and locked in June of 2017, as a result of meter tampering. Respondent was unaware of whether Ms. Harper still resided at the property and billed the Petitioner for the gas service, since

Petitioner was the owner of the property. Respondent requested the Petitioner provide documentation and proof as to who was living at the property from June 2017 to August 17, 2018, so that Respondent could issue a bill to the responsible party. Respondent claims that no such documentation was ever received from the Petitioner.

On June 26, 2019, this matter was transmitted by the Board to the Office of Administrative Law ("OAL") for a hearing as a contested case, pursuant to N.J.S.A. 52:14B-1 to -15 and N.J.S.A. 52:14F-1 to -13. This matter was filed by the OAL on July 2, 2019 and assigned to Administrative Law Judge ("ALJ") Dorothy Incarvito-Garrabrant.

A Settlement and Release Agreement ("Stipulation") was agreed to between Respondent and Petitioner, dated January 28, 2020, and received by the OAL on February 13, 2020, resolving all issues in this matter.

DISCUSSION AND FINDINGS

Pursuant to the terms of the Stipulation, and in order to fully resolve this matter, Respondent has agreed to apply a discount/credit of \$850.00, to the disputed amount of \$1,400.00. The amount owed by the Petitioner is thereby reduced to \$550.00. The Petitioner agrees to pay the remaining balance of \$550.00 no later than thirty (30) business days after Petitioner returns an original executed Stipulation. Respondent reserves the right to pursue and/or attempt to collect the \$850.00 credited to the Petitioner's account from the Petitioner's former tenant, Delphia Harper Bullock. If Petitioner fails to make payment, the Respondent reserves the right to demand payment in full and/or to initiate an enforcement and collection action for the disputed amount, or any remainder thereof.

By Initial Decision issued on February 20, 2020, and received by the Board on February 24, 2020, ALJ Incarvito-Garrabrant found that the Stipulation was voluntary, fully disposed of all issues in controversy and was consistent with the law. ALJ Incarvito-Garrabrant thereby attached and incorporated the Stipulation into the Initial Decision, consistent with 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 Stipulation 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.

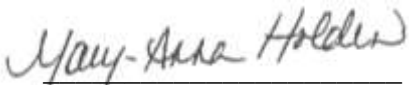
The effective date of this Order is April 6, 2020.

DATED: March 27, 2020

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

SYED HUSSAIN, PETITIONER

V.

SOUTH JERSEY GAS COMPANY, RESPONDENT

**BPU DOCKET NO. GC19050562U
OAL DOCKET NO. PUC 08929-19**

SERVICE LIST

Syed Hussain
4859 R.F.D.
Long Grove, IL 60047

Van L. McPherson, III, Esq.
Asst. General Counsel
South Jersey Gas Company
One North White Horse Pike
Hammonton, NJ 08037

Julie Ford-Williams, Director
Division of Customer Assistance
Board of Public Utilities
44 South Clinton Avenue, 9th Floor
Trenton, NJ 08625-0350
Julie.Ford@bpu.nj.gov

Terel Klein, Esq.
Deputy Attorney General
NJ Department of Law and Public Safety
Richard J. Hughes Justice Complex
Public Utilities Section
25 Market Street, P.O. Box 112
Trenton, NJ 08625
Terel.Klein@law.njoag.gov



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

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CASE SETTLEMENT
FEB 24 2020
BOARD OF PUBLIC UTILITIES
TRENTON, NJ

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 08929-19

AGENCY DKT. NO. GC19050562U

SYED HUSSAIN,

Petitioner,

v.

SOUTH JERSEY GAS COPMANY,

Respondent.

Brian J. James, Esq., for petitioner (Singley & Gindele, attorneys)

Van L. McPherson, III, Esq., for respondent

Record Closed: February 13, 2020

Decided: February 20, 2020

BEFORE **DOROTHY INCARVITO-GARRABRANT, ALJ:**

STATEMENT OF THE CASE AND PROCEDURAL HISTORY

This matter concerns a billing dispute involving the petitioner and the respondent. Upon receipt of the appellant's hearing request, the matter was transmitted to the Office of Administrative Law for determination as a contested case on July 2, 2019, pursuant to N.J.S.A. 52:14B-1 to -15 and N.J.S.A. 52:14F-1 to -13.

CMS
K. Graham
J. Ford
D. Thomas
R. Lambert
R. Matos
K. Flynn
P. Owen

The parties agreed to a settlement of all issues in dispute and have prepared a Settlement and Release Agreement (J-1), which is attached and fully incorporated herein.

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

1. The parties have voluntarily agreed to the settlement as evidenced by their signatures.
2. The settlement fully disposes of all issues in controversy.

I **CONCLUDE** that this matter is no longer a contested case before the Office of Administrative Law. It is **ORDERED** 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.

February 20, 2020

DATE



DOROTHY INCARVITO-GARRABRANT, ALJ

Date Received at Agency:

2/21/2020

Date Mailed to Parties:

2/21/2020

/lam

LIST OF EXHIBITS

Joint Exhibits:

J-1 Settlement and Release Agreement



Van L. McPherson III, Esquire
Assistant General Counsel
Office of General Counsel

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2020 FEB 13 A 9:23
STATE OF NEW JERSEY
OFFICE OF ADMIN. LAW

February 12, 2020

VIA EMAIL ONLY: Lysa.Martino@oal.nj.gov

The Honorable Dorothy Incarvito-Garrabrant
c/o Lisa Martino-Judicial Assistant 2
Office of Administrative Law
P.O. Box 049
Trenton, NJ 08625-0049

**RE: Syed Hussain vs. South Jersey Gas Company
BPU Docket No.: GC19050562U
OAL Docket No.: PUC 08929-2019S**

Dear Judge Incarvito-Garrabrant:

On January 8, 2020, Brian James, counsel for Petitioner Syed Hussain, notified Your Honor that the parties had resolved this matter, and as such, there was no need for the upcoming Trial. In connection thereto, enclosed please find the fully executed Settlement and Release Agreement ("Release") between Syed Hussain and South Jersey Gas Company which outlines the settlement agreement. It is my understanding that the telephone Status Conference scheduled for March 3, 2020 will be canceled once the Release is submitted and approved.

If you have any questions or require any additional information in order to cancel the Status Conference and/or issue the OAL's Initial Decision, please do not hesitate to contact me at (609) 561-9000, ext. 4794, or via email as noted below. Thank you.

Respectfully submitted,

Van L. McPherson, III
Assistant General Counsel
vmcpherson@sjindustries.com

VLM/cmm

Enclosure

cc: Brian J. James, Esquire – via email
Sarah Miller, Supervisor, Customer Service, SJG – via email
Cheryl Cerato, Customer Service Coordinator II, SJG – via email

J-1

SETTLEMENT AND RELEASE AGREEMENT

Syed Hussain v. South Jersey Gas Company
State of New Jersey – Office of Administrative Law
OAL Docket No.: PUC 08929-2019 S
BPU Docket No.: GC19050562U
Page 1 of 5

This confidential **SETTLEMENT AND RELEASE AGREEMENT** (“Agreement”) is entered into as of January 28, 2020 (the “Effective Date”), by and between **SOUTH JERSEY GAS COMPANY** (hereafter “SJG”), having an address of 1 South Jersey Place, Atlantic City, New Jersey 08401, on behalf of itself and its present and former parents, subsidiaries, affiliates, officers, directors, shareholders, insurers, employees, agents, attorneys, representatives, predecessors, successors and assigns (hereinafter “SJG collectively”) and **SYED HUSSAIN** (hereafter “Counterparty”), having an address of 4859 RFD, Long Grove, IL 60047. In this Agreement, SJG and Counterparty are sometimes referred to each as a “Party” individually and collectively as the “Parties.”

WHEREAS, SJG is a natural gas public utility company engaged in providing gas service to customers throughout portions of New Jersey; and

WHEREAS, Counterparty owned the property located at 251 W. Father Keis Drive, Egg Harbor City, NJ 08215, that received gas service under Account No.: 3230266517 (“the account”) at all times relevant hereto; and

WHEREAS, Counterparty filed a Petition with the New Jersey Board of Public Utilities (“BPU”) against SJG with regard to certain billing disputes (“Billing Dispute”), which was assigned BPU docket number GC19050562U; and

WHEREAS, the matter of *Syed Hussain v. South Jersey Gas Company* was transferred by the BPU to the Office of Administrative Law (“OAL”), who assigned the matter docket number PUC 08929-2019 S; and

WHEREAS, in order to avoid the expense, burden and delay of litigation, and without admitting or acknowledging any liability, the Parties to this Agreement now wish to affect a complete resolution and settlement of either Party’s claims against the other and freely and voluntarily enter into this Agreement for that purpose.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

AGREED UPON TERMS:

1. SETTLEMENT TERMS.

- a. The total balance owed by Counterparty to SJG with respect to the Billing Dispute referenced above is \$1,400.00 (“Disputed Amount”).

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OFFICE OF ADMINISTRATIVE LAW
Revised November 2019

SETTLEMENT AND RELEASE AGREEMENT

Syed Hussain v. South Jersey Gas Company
State of New Jersey – Office of Administrative Law
OAL Docket No.: PUC 08929-2019 S
BPU Docket No.: GC19050562U
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- b. SJG agrees to apply a discount/credit in the amount of \$850.00 towards the Disputed Amount, thereby reducing the balance owed by Counterparty to SJG to \$550.00. SJG agrees to credit this amount to the Counterparty's account no later than thirty (30) business days after Counterparty returns an original signed and notarized Agreement to SJG.
 - c. Counterparty agrees to pay SJG the remaining balance of \$550.00, to be repaid no later than thirty (30) business days after Counterparty returns an original signed and notarized Agreement to SJG ("Payment Arrangement").
 - d. SJG reserves the right to pursue and/or attempt to collect the \$850.00 that was credited to Counterparty's account from Counterparty's former tenant, Delphia Harper Bullock ("Bullock"). Counterparty acknowledges and hereby agrees that SJG may pursue collections against Bullock for that amount.
2. **DISMISSAL OF BPU/OAL MATTER.** The Parties agree to withdraw/dismiss the matter of *Syed Hussain v. South Jersey Gas Company*, bearing docket number GC19050562U with the BPU and docket number PUC 08929-2019 S with the OAL.
3. **PAYMENT ARRANGEMENT.** Should Counterparty fail to make the above-listed payment under the Payment Arrangement, SJG reserves the right to demand payment in full, and/or to initiate an enforcement and collection action for the Disputed Amount, or any remainder thereof.
4. **NO ADMISSION OF LIABILITY.** The Parties acknowledge that the settlement was agreed upon as a compromise/final settlement of the disputed claims, and that the settlement may not be construed as an admission of liability by either Party.
5. **RELEASE.** Counterparty and SJG collectively release each other from all claims concerning the Billing Dispute up to the Effective Date of this Agreement.
6. **COVENANT NOT TO SUE.** Counterparty, on behalf of himself, his representatives, employees, parents, subsidiaries, licensees and tenants and their respective successors and assigns, hereby covenants not to sue or otherwise participate in any action against SJG collectively, based on any of the claims being released in this Agreement.
7. **CONFIDENTIALITY.** Subject to permissible disclosures as may be required by law or order of court, the Parties expressly understand and agree that this Agreement shall remain **CONFIDENTIAL** and shall not be disclosed to any third party whatsoever, except the Parties' counsel, accountants, financial advisors, tax professionals retained by them, any federal, state, or local governmental taxing or regulatory authority, and the Parties' management, officers and Board of Directors. This paragraph is a material part of this Agreement.

Revised November 2019

SETTLEMENT AND RELEASE AGREEMENT

Syed Hussain v. South Jersey Gas Company
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OAL Docket No.: PUC 08929-2019 S
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8. **CHOICE OF LAW AND FORUM.** This Agreement has been made and entered into within and shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of New Jersey, without regard to the principles of conflicts of laws. Any action to enforce this Agreement shall be brought only in the Superior Court of New Jersey, Atlantic County, New Jersey.
9. **ENTIRE AGREEMENT.** The recitals set forth at the beginning of this Agreement are incorporated by reference and made a part of this Agreement. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof.
10. **RELIANCE ON OWN COUNSEL.** In entering into this Agreement, the Parties acknowledge that they have relied upon, or waived, the legal advice of their respective attorneys, who are the attorneys of their own choosing, and that the terms of this Agreement are fully understood and voluntarily accepted.
11. **AUTHORITY TO EXECUTE AGREEMENT.** By signing below, each Party warrants and represents: (1) that the person signing this Agreement has the full power, authority and capacity to make this Agreement; and (2) that this Agreement is being made voluntarily and not under coercion or duress. These representations and warranties shall survive the execution of this Agreement indefinitely.
12. **COMPLETE RESOLUTION.** The Parties acknowledge and agree that this settlement represents the complete resolution, fully and forever, of all claims of Counterparty related to the Billing Dispute, no matter how characterized, and that Counterparty is solely responsible for paying his own related costs and fees not captured by/in the settlement (including any attorney's fees and costs). By signing this Agreement, and accepting the settlement as consideration, the Counterparty forever gives up any right to seek further monetary or other relief from SJG collectively.
13. **SEVERABILITY.** If any provision of this Agreement or the application hereof to any Party shall be deemed invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain valid, legal and enforceable.
14. **EXECUTION OF AGREEMENT.** The Parties agree that this Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures were on the same document.

SETTLEMENT AND RELEASE AGREEMENT

Syed Hussain v. South Jersey Gas Company
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IN WITNESS WHEREOF, each of the Parties hereto have caused this Agreement to be executed as of the date(s) set forth below.

SOUTH JERSEY GAS COMPANY

By:  Date: 2-10-20
David Robbins, Jr.
President, SJG

(Additional signature on next page)

SETTLEMENT AND RELEASE AGREEMENT

Syed Hussain v. South Jersey Gas Company
State of New Jersey – Office of Administrative Law
OAL Docket No.: PUC 08929-2019 S
BPU Docket No.: GC19050562U
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COUNTERPARTY

By: *Syed Hussain*
Syed Hussain

Date: *2/19/2020*

NOTARY PUBLIC

STATE OF *Illinois*)

COUNTY OF *Lake*)

On this, the *1st* day of *February*, 2020, before me, the undersigned officer, personally appeared Syed Hussain, who in my presence acknowledged having read and fully understood the foregoing Settlement Agreement and General Release (the "Agreement"), and executed the Agreement in my presence.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



~~*July 26, 2023*~~ *Jesus A Gonzalez*
Notary Public
My Commission Expires: *July 26, 2023*

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