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February 27, 2026

Via electronic filing

Matthew Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

**Re: Application of Fanfare Energy, LLC for Approval to Offer, Render, Furnish or Supply Electric Generation Services as a Supplier
Docket No. A-2025-3057596**

Dear Secretary Homsher:

Enclosed for filing please find the responses of Fanfare Energy, LLC to the TUS Set II data requests issued in the above-referenced matter. Please note that Exhibits 5 and 6 to the responses contain confidential information and therefore are being filed confidentially through the Secretary's confidential filing portal. Thank you, and please feel free to contact me with any questions or concerns.

Sincerely,
STEVENS & LEE



Michael A. Gruin, Esq.

Enclosures
cc: Stephen Jakab, TUS (via email)

COMMONWEALTH OF PENNSYLVANIA

PUBLIC UTILITY COMMISSION

REQUEST 1: In Attachment 5 to Fanfare’s Application, Customer/Regulatory/Prosecutory Actions, Fanfare indicates that on July 11, 2024, its affiliate, Think Energy, LLC received a Notice of Apparent Violation from the New York Public Service Commission regarding “inducements to enroll.” Provide the following additional information regarding the Notice of Apparent Violation:

- a. The Notice of Apparent Violation
- b. Any responsive documents that Think Energy, LLC submitted in reply to the Notice of Apparent Violation
- c. Any documents that reflect the New York Public Service Commission’s disposition of the Notice of Apparent Violation
- d. Identify any remedial measures that Think Energy, LLC undertook as a result of Notice of Apparent Violation

COMPANY
RESPONSE:

- a. *See* Exhibit 1 – NOAV.
- b. *See* Exhibit 2 – Think Energy Response.
- c. *See* Exhibit 3 – Department Staff’s Closing Letter.
- d. Think Energy, LLC (“Think Energy”) updated its website to indicate that its gift card promotion is not available to customers in New York and removed the gift card promotion from the offers it has posted on the Department of Public Service’s energy shopping website (documents.dps.ny.gov/PTC/home).

COMMONWEALTH OF PENNSYLVANIA

PUBLIC UTILITY COMMISSION

REQUEST 2: In Attachment 4 to Fanfare's Application, Criminal/Civil Proceedings, Fanfare identified a lawsuit in Cook County, Illinois against Engie Retail, LLC. Provide the following information regarding the lawsuit:

- a. A copy of the lawsuit
- b. A copy of the settlement that Engie Retail entered in 2023
- c. Indicate whether Engie Retail was subject to regulatory investigation and/or action by the Illinois Public Service Commission as a result of the incident underlying the lawsuit. If so, provide details of the investigation and/or action, including any relevant docket numbers and dispositions
- d. Identify any remedial measures that Engie Retail, LLC undertook as a result of the lawsuit

COMPANY
RESPONSE:

- a. Fanfare Energy, LLC ("Fanfare") did not have in its records a copy of the lawsuit, nor did any of its affiliates. Fanfare, however, has acquired a copy of the lawsuit from the Cook County, Illinois records office and has attached it here as Exhibit 4 – *Complaint*.
- b. Neither Fanfare nor its affiliates possess a copy of the settlement because it was not executed by an entity under control of the Energywell group of entities. By way of background, on November 1, 2022, Energywell Think Holdings, LLC ("ETH") acquired all interests in Think Energy, LLC ("Think Energy") (f/k/a ENGIE Retail, LLC d/b/a Think Energy) from ENGIE Resources, LLC ("ENGIE"). As part of this transaction, certain liabilities, such as this lawsuit, were retained by ENGIE and did not transfer to Think Energy in the transaction.

The lawsuit, which was filed in 2019, arose out of alleged conduct that occurred in 2017 involving a door-to-door agent marketing products offered by Think Energy (at the time controlled by ENGIE). In early 2018, while still under the control of ENGIE, Think Energy ceased door-to-door marketing. By the time ETH acquired Think Energy from ENGIE, Think Energy had not engaged in door-to-door marketing for almost five (5) years, and to this day does not engage in door-to-door marketing. Because ENGIE retained responsibility for any liabilities stemming from the lawsuit, neither ETH, nor any of its affiliates, had any visibility into the settlement process or access to the settlement.

- c. Think Energy was not subject to regulatory investigation because of the incident underlying the lawsuit.
- d. Think Energy, while still under the control of ENGIE, ceased marketing door-to-door marketing in early 2018. Since its acquisition by ETH, Think Energy has not resumed door-to-door marketing, nor are there any plans for Think Energy to resume door-to-door marketing. Likewise, Fanfare has no plans to engage in door-to-door marketing.

Docket No. A-2025-3057596
Fanfare Energy, LLC
Responses to Data Requests Set 2

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

REQUEST 3: Provide Energywell Parent, LLC's financial statement for 2022.

COMPANY
RESPONSE:

See CONFIDENTIAL Exhibit 5– Energywell Parent, LLC Financial Statements 2022.

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PUBLIC UTILITY COMMISSION

REQUEST 4: For each of the affiliates listed in Confidential Attachment 3 to Fanfare's Application, provide the following information: a. Identify the name and title of the affiliate's officers b. Identify the state(s) that the affiliate has been in operation c. Identify the primary services provided by each affiliate

COMPANY
RESPONSE:

See Confidential Exhibit 6 – Entity Information. The Exhibit 6 that is being submitted with these data responses includes all of the requested information for all of Think Energy, LLC's affiliates as reflected on the updated Attachment 3 to the Application.

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PUBLIC UTILITY COMMISSION

REQUEST 5: For each of the affiliates listed in Confidential Attachment 3 to Fanfare’s Application, indicate whether the affiliate that has been ordered to pay a financial penalty imposed by a public utility regulator in the past five (5) years. For each penalty imposed, provide the following information: a. The jurisdiction that imposed the penalty b. The amount of the penalty c. The basis for the penalty d. Whether the penalty was paid in full e. Any relevant docket numbers

COMPANY
RESPONSE:

None of the affiliates of Fanfare Energy, LLC (“Fanfare”) have been ordered to pay financial penalties by a public utility regulator in the past five years. For transparency and completeness, Fanfare does note that, in the past five (5) years, its affiliate, Think Energy, LLC (“Think Energy”), has entered into two (2) different settlement agreements with the Connecticut Public Utilities Regulatory Authority’s (“PURA”) Office of Education, Outreach and Enforcement (“EOE”) related to discrete issues. Both settlements were approved by PURA. Below are descriptions of the events leading up to the settlements, settlement amounts, and relevant docket numbers.

Pre-Energywell Ownership of Think Energy

On July 1, 2021, new legislation became effective in Connecticut, which prohibits electric suppliers from “requir[ing] a residential customer to pay any fee for termination or early cancellation of a contract.” The Company did not bill any residential customers for early termination fees (“ETFs”) on or after the effective date of the legislation. However, due to a system error, ETFs on customer contracts signed prior to July 1, 2021, still appeared in the summary information about electric generation supply on residential customer bills. On May 17, 2022, the Company entered into a settlement agreement with the Office of Education, Outreach and Enforcement (“EOE”) of PURA in which the Company agreed to provide credits/refunds to 102 customer accounts and notice impacted customers. The value of the refunds was settlement was approximately one thousand dollars (\$1,000.00). On May 23, 2022, PURA approved this settlement agreement. *See* Docket No. 11-10-14, Motion No. 6 (May 23, 2022).

Energywell Ownership of Think Energy

On November 1, 2022, Energywell Think Holdings, LLC (“Energywell”) acquired all interests in Think Energy, LLC (f/k/a ENGIE Retail, LLC). On November 7, 2022, EOE notified the Company that the electricity rates on the Company’s website—www.thinkenergy.com—did not match the rates listed on Connecticut’s state electricity shopping site, www.energizect.com (the “Rate Board”). By Decision dated November 5, 2014, in Docket No. 13-07-18, PURA Establishment of Rules for Electric Suppliers and EDCs Concerning Operations and Marketing in the Electric Retail Market, websites belonging to electric suppliers must “list and provide information concerning all

COMMONWEALTH OF PENNSYLVANIA

PUBLIC UTILITY COMMISSION

generally available offers . . . [t]he Rate Board must align with all generally available offers on the supplier’s website.” Decision, pp. 12 and 13.

By November 10, 2022, Think Energy aligned the Rate Board and with its website. Due to a change in personnel arising from the transition of the Company’s ownership, offers were not uploaded to the Rate Board and the Company’s website simultaneously. On November 21, 2022, the Company and EOE entered into a settlement agreement, which was finalized and approved by PURA on December 1, 2022. As part of this settlement, Think Energy made voluntary donation in the amount of five thousand dollars (\$5,000.00) to Generation Power CT f/k/a Operation Fuel—Connecticut’s energy assistance program. *See* Docket No. 11-10-14, Motion No. 11 (December 1, 2022).

COMMONWEALTH OF PENNSYLVANIA

PUBLIC UTILITY COMMISSION

REQUEST 6: For each of the affiliates listed in Confidential Attachment 3 to Fanfare's Application, provide the following information: a. For any affiliate that has previously sought relief under the Federal Bankruptcy Code within the last ten (10) years, identify the jurisdiction and docket number for each bankruptcy case.

COMPANY

RESPONSE: Not applicable. None of Fanfare Energy, LLC's affiliates have ever sought relief under the Federal Bankruptcy Code.

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PUBLIC UTILITY COMMISSION

REQUEST 7: In In the “Technical Fitness Summary” of Fanfare’s Application, Fanfare indicates that it is “supported by leadership personnel who previously help positions at Just Energy, Crius Energy, Commerce Energy, Entrust Energy, and others.” Indicate whether one of the other entities includes Griddy Energy. If so, provide the following information:

- a. Identify the name and title of Fanfare’s officers who held officer positions at Griddy Energy
- b. Identify all civil, criminal, and federal bankruptcy proceedings that Griddy Energy has been a defendant and/or a debtor in the last six (6) years,
- c. For any identified proceedings, indicate whether a final disposition has been entered, and explain the outcome.

COMPANY
RESPONSE:

- a. Michael Fallquist (Chief Executive Officer), Christian McArthur (Chief Operating Officer), and Roop Bhullar (Chief Financial Officer) (collectively, the “Officers”).
- b. Fanfare Energy, LLC (“Fanfare”) is not now, nor has it ever been, an affiliate of Griddy Energy, LLC (“Griddy”). In addition, Griddy has never had any relationship to Fanfare or any of its affiliates. Fanfare does have three officers (Michael Fallquist, Roop Bhullar, and Christian McArthur) that have decades of experience serving in executive roles for other retail energy suppliers, including, briefly, at Griddy. None of these three officers has ever personally been named in a ruling, judgement, findings, contingent liability, revocation of authority, regulatory investigation, judicial action, formal or informal notice of violation related to competitive services in Pennsylvania or equivalent services in another jurisdiction.

There were no criminal proceedings involving Griddy. Information regarding civil and federal bankruptcy proceedings involving Griddy is summarized below. Those proceedings stemmed directly from and were exclusively caused by a single unprecedented event in February of 2021 known as Winter Storm Uri, which is also explained below.

From 2017 to 2021, Griddy was a licensed retail electric provider (“REP”) in Texas that provided approximately 29,000 customers with the ability to purchase wholesale electricity through a pass-through product with no mark-up. Griddy’s service provided customers with transparency regarding real-time electricity prices, forecasted future electricity prices, and their energy usage and billings, which allowed its customers to control how much they spent on electricity. From the company’s inception in 2017 through January 2021, Griddy’s customers achieved an aggregate savings of \$17 million

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Messrs. Fallquist, Bhullar, and McArthur joined Griddy in late 2020. At all times when Griddy served customers – before and after Messrs. Fallquist, Bhullar, and McArthur assumed their roles – the Public Utility Commission of Texas (“PUCT”) guidelines permitted Griddy’s wholesale electricity pass-through product. The product was popular and successful. In the 12 months leading up to Winter Storm Uri, Griddy received only five customer complaints from the PUCT, each of which was resolved in Griddy’s favor, with the PUCT finding “No Violation.” Weeks prior to Winter Storm Uri, and only a few weeks after taking their posts, Griddy’s executives announced plans to roll out a fixed-price option for customers who wished to protect against potential seasonal price volatility. Griddy was set to begin enrollment in this program on March 1. Unfortunately, just nine weeks after Messrs. Fallquist, Bhullar, and McArthur became executives at Griddy, Winter Storm Uri struck between February 14-19, 2021, with prolonged freezing temperatures that caused widespread outages, demand surges, fuel supply failure, and extremely high and volatile wholesale electricity prices.

In the days leading up to Winter Storm Uri, Griddy prioritized the interests of its customers, warning them about the impending storm and urging them via email, text, and phone calls to switch to different electricity providers because of the expectation of extreme price volatility. As a result of Griddy’s proactive outreach efforts, nearly 10,000 (of the 29,000) customers switched to another provider before February 15, 2021. On that date the PUCT issued an order which fixed wholesale electricity prices in the state at \$9,000/MWh. This order remained in effect for 87.5 hours, including for 32 hours after load shed had ceased. Prior to that, the price of wholesale electricity had only reached that level for a total of 3 hours since 2015, and never as a result of an order from the PUCT. In a matter of three days, and through no fault of its own – and certainly not its executives who had only been associated with Griddy for nine weeks – Griddy went from solvent and thriving, to insolvent and ruined.

Following Winter Storm Uri and the wholesale market disruptions left in its wake, Griddy was the subject of a license revocation Petition filed by the PUCT. When the PUCT ordered that the wholesale price of electricity be fixed at \$9,000/MWh for over three consecutive days during Winter Storm Uri, Griddy’s customers eventually stopped authorizing payment for the electricity charged at the price mandated by the PUCT, leaving Griddy with insufficient funds to, in turn, pay its invoices.

Those market disruptions caused Griddy to file for Chapter 11 bankruptcy on March 15, 2021. On April 22, 2022, Griddy and the PUCT reached a settlement on the PUCT’s petition to revoke Griddy’s license, whereby the parties agreed to a proposed order resulting in the revocation of Griddy’s license without any administrative or other penalties imposed on Griddy or its officers. On August 4, 2022, the PUCT signed the proposed order. And in four months’ time, the bankruptcy court confirmed Griddy’s Chapter 11 plan of reorganization.

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Ultimately, the devastation caused by Winter Storm Uri led to the end of Griddy's operations in Texas. However, as U. S. Bankruptcy Judge Marvin Isgur noted when confirming Griddy's Chapter 11 reorganization plan, "*The situation – the freeze, the failure – from what I have seen to date, was in no way Griddy's fault. The amount of the bills was enormous. But they were driven not by Griddy, but by other people. And I don't know how that imposes liability on Griddy.*" (emphasis added).

Also, in the wake of Winter Storm Uri, the Office of the Attorney General of Texas ("AG") filed a lawsuit against Griddy Energy LLC and Griddy Holdings LLC (collectively, "Griddy") alleging that Griddy engaged in violations of the Texas Deceptive Trade Practices-Consumer Protection Act regarding the PUCT-authorized pass-through product it offered to customers. This matter was resolved to the satisfaction of both parties on August 26, 2021, after Griddy and AG finalized a settlement. As part of this settlement, Griddy maintained its denial of liability or violation of law and made no admission of liability.

Finally, Fanfare has identified, based on publicly available information, the following two civil actions where Griddy was a defendant: (1) Clark v. Griddy Energy LLC & Griddy Holdings LLC, No. 2021-12017, 2021 Tex. Dist. LEXIS 14920 (151st Dist. Ct., Harris Cnty., Tex. Sept. 3, 2021), and (2) Huppert v. Griddy Energy LLC & Griddy Holdings LLC, 2021 Tex. Dist. LEXIS 14969 (Tex. Dist. Ct. 2021). In both Clark and Huppert, the court dismissed the cases with prejudice following the court's receipt of Notice of Nonsuit from the plaintiff. Because Fanfare is not an affiliate of Griddy, Fanfare does not have any additional information about Clark or Huppert (or any other civil matters in which Griddy may have been involved).

- c. Both the AG's lawsuit and Griddy's bankruptcy matters were resolved. As noted above, the bankruptcy matter was resolved when the U. S. Bankruptcy Judge confirmed Griddy's Chapter 11 plan or reorganization and noted that situation leading to the bankruptcy was not Griddy's fault, and the AG matter was resolved to the satisfaction of both parties with no admission of liability by Griddy.



July 11, 2024

Mr. Shane Puskar
Senior Regulatory Analyst
Think Energy, LLC
107 John Street
Southport, CT 06890
spuskar@energywell.com

NOTICE OF APPARENT VIOLATION (NOAV)

Dear Mr. Puskar:

The New York Department of Public Service (Department) hereby notifies Think Energy, LLC (Think) of its apparent non-compliance with regulatory requirements. As summarized below, Think apparently did not comply with Section III. B. of the Public Service Commission's (Commission) Order Adopting Changes to the Retail Access Energy Market and Establishing Further Process (December 2019 Order) issued December 12, 2019.¹ Department Staff (Staff) requests that Think acknowledge receipt of this NOAV letter within 5 business days and respond to this NOAV letter within 10 business days.

The December 2019 Order, which due to extensions sought by ESCOs and granted by the Commission did not become completely effective until April 16, 2021,² adopted enhanced eligibility requirements for ESCOs to follow.

Several parties requested rehearing of the December 2019 Order, which the Commission denied in a September 2020 Order that also provided clarification to the December 2019 Order.³

¹ Case 15-M-0127 et al., Order Adopting Changes to the Retail Access Energy Market and Establishing Further Process (issued December 12, 2019) (December 2019 Order).Pg. 23.

² See footnotes 4-8 infra.

³ Case 15-M-0127 et al., Order on Rehearing, Reconsideration and Providing Clarification, (issued September 18, 2020) (September 2020 Order).

Following both the December 2019 Order and the September 2020 Order, several ESCO parties requested extension of the deadlines to comply with the new product restrictions adopted in both orders. Those extensions were granted on January 22, 2020,⁴ April 7, 2020,⁵ July 14, 2020,⁶ and for a last time on February 4, 2021.⁷ The final extension ruling provided that the new product restrictions, specifically, Ordering Clause Nos. 3, 4, and 5 of the September 2020 Order, would go into effect on April 16, 2021.

In addition to the enhanced eligibility requirements, the December 2019 Order also prohibited ESCOs from offering non-energy related value-added products and services, or promotional items, such as gift cards and “swag”. Section III. B. of the December 2019 Order discusses non-energy-related value-added products and services. Specifically, this section states that “Value-added products and services that have no energy related benefit and/or that are offered as a one-time promotion do not further the energy policy goals of the State and, therefore, provide no value in the context of the retail energy market. These promotional items, such as gift cards or other “swag,” are frequently offered as promotions to induce customers to sign a contract with the ESCO. However, the market value of these items often is significantly less than the price the customer ultimately pays for the item or service over the term of the contract. Accordingly, because these promotional items typically do not provide any energy-related benefit to customers, ESCOs are prohibited from offering them to prospective customers as inducements to sign a contract.”⁸

On May 22, 2024, Staff became aware that Think was offering a \$100 cash gift card and cash rebates on its website, and on the Department’s Power to Choose website, since December of 2023. This offer is for new customers as an inducement to enroll in the company’s renewable electric product. Staff contacted Think by email on May 23, 2024, to request that the inducements be removed from the company’s website, and to inform the company that Staff had removed the offers from the Department’s Power to Choose website. Additionally, Staff

⁴ Case 15-M-0127 et al., Notice Granting Extension Requests (issued January 22, 2020).

⁵ Case 15-M-0127 et al., Notice Granting Extension Requests (issued April 7, 2020).

⁶ Case 15-M-0127 et al., Notice Granting Extension Requests (issued July 14, 2020).

⁷ Case 15-M-0127 et al., Notice Granting Extension Requests (issued February 4, 2021).

⁸ December 2019 Order, pg. 43-44.

informed the Company that it had received no contracts or marketing materials at the Department prior to the ESCO offering these inducements, and that all new offers need to be reviewed by Staff.

Think replied via email on May 23, 2024, and stated that the company would be working on new offers for the Department's Power to Choose website, as well as modifying its website to include a statement that New York customers are not eligible for these inducements.

In furtherance of the Department's continuing investigation, Think is directed to submit the following:

- 1) Provide Staff with the number of mass market customers enrolled into contracts that include inducements (gift cards and/or cash back) after April 16, 2021.
- 2) Provide Staff with copies of all executed mass market customer contracts that include inducements (gift cards and/or cash back) enrolled after April 16, 2021.
- 3) Provide proof that Think's website has been updated to remove the inducements for New York State mass market customers.
- 4) Provide proof that the New York Power to Choose website has been updated to reflect compliant products.
- 5) Provide copies of sample sales agreements that you are using to currently enroll mass market customers in NYS.

If Staff finds that Think's reply to this NOAV is insufficient or in any way evidences a failure to comply with the UBP and the December 2019 Order, Staff may seek an Order to Show Cause from the Commission. Such Order to Show Cause may seek penalties and remedies, up to and including the possible revocation of Think's eligibility to operate as an ESCO in the State of New York. Additionally, the Commission may always act on its own motion to begin a proceeding in response to the apparent violations of the UBP.

If Think has specific questions about the above noted findings, it should contact Jessica Phalen at jessica.phalen@dps.ny.gov. Staff requests that Think acknowledge receipt of this NOAV letter within 5 business days by contacting Ms. Phalen. All responses to this NOAV letter should be submitted through the Document and Matter Management, or DMM, system under Matter Number 24-01167 within 10 business days.

Think Energy LLC NOAV –
Matter Number 24-01167
July 11, 2024

Regards,



Richard Berkley
Director
Office of Consumer Services

cc: Dennis DiBari, Chief, Investigations, OIE

Exhibit

THINK ENERGY!

July 29, 2024

Via Electronic Filing

Department of Public Service
Three Empire State Plaza
Albany, NY 12223

**RE: Matter Number 24-01167
Response of Think Energy, LLC to Department NOAV Dated July 11, 2024**

Dear Mr. Berkley:

Think Energy, LLC (“Think Energy” or the “Company”) respectfully submits this letter in response to the Notice of Apparent Violation (the “NOAV”) sent to the Company on July 11, 2024, by the New York Department of Public Service (the “Department”). In the NOAV, the Department directed Think Energy to submit the following information and/or documents:

1. the number of mass market customers enrolled into contracts that include inducements (gift cards and/or cash back) after April 16, 2021.

298 customers have enrolled into contracts that included a \$100.00 gift card. As explained below, Think Energy does not offer and has not offered cash back as an inducement to enroll.

2. copies of all executed mass market customer contracts that include inducements (gift cards and/or cash back) enrolled after April 16, 2021.

See Attachment A and its accompanying sub-attachments. Attachment A contains 298 customer agreements, inclusive of each customer’s Terms of Service and Contract Summary. Please note that Think Energy has filed a public/redacted version of Attachment A, as well as a confidential and unredacted version of Attachment A. In addition, Think Energy has provided as separate, public attachments, the following files:

- (i) *Arbitration and Class Action Policy Addendum;*
- (ii) *Communications Policy;*
- (ii) *ESCO Consumer Bill of Rights, and*
- (iii) *Promotion Terms*

THINK ENERGY!

(collectively, the “Documents”). All 298 customers received the same version of the Documents with their enrollments. Therefore, Think Energy has included the Documents for review by Staff.

3. proof that Think’s website has been updated to remove the inducements for New York State mass market customers.

See Attachment B.

4. proof that the New York Power to Choose website has been updated to reflect compliant products.

See Attachment C.

5. copies of sample sales agreements that you are using to currently enroll mass market customers in NYS.

See Attachment D.

Think Energy would like to take this opportunity to clarify that it does not offer and has not offered cash back rebates as inducements for enrollment. While cash back rebate opportunities are posted on Think Energy’s website, the website makes it clear that Customers of Think Energy have an opportunity to earn cash rebates only through its customer referral program. In other words, only existing Think Energy customers have the potential to earn cash rebates or cash back for referring new customers to Think Energy. Think Energy does not offer cash rebates or cash back as inducements for enrollment.

Section III. B. of the Public Service Commission’s (the “Commission”) Order *Adopting Changes to the Retail Access Energy Market and Establishing Further Process* dated December 12, 2019 (the “Order”) states, “Value-added products and services that have no energy related benefit and/or that are offered as a one-time promotion do not further the energy policy goals

THINK ENERGY!

of the State and, therefore, provide no value in the context of the retail energy market.”¹ Of primary concern to the Commission were one-off benefits offered to potential customers or current customers with expiring contracts to induce them into signing a new agreement with an Energy Services Companies (“ESCOs”). As the Commission emphasized, “. . . promotional items, such as gift cards or other “swag,” are frequently offered as promotions to induce customers to *sign a contract with the ESCO*.”² In response, the Commission prohibited ESCOs from offering gift cards, or other *one-time* promotions, like swag, to potential customers as inducements to sign a contract.³

Unlike the promise of a one-time offer of swag or a gift card that may encourage a potential customer to sign a new agreement, Think Energy’s cash rebates are not tied to enrollment, but rather are exclusive to existing customers who successfully refer potential customers to the Company. The differences between these two concepts are material. Distinct from the one-time benefit of swag or a gift card offered for enrollment, Think Energy gives its existing customers—and only its existing customers—the option to earn rebates if they successfully refer new customers to the Company. This referral option and its associated benefits are neither inducements to enter into a contract nor merely one-time in nature, but ongoing if the existing customer chooses to take advantage of them. And unlike swag, a gift card, or similar promotion untethered to energy, Think Energy’s customer referral program is directly related to energy and retail energy because the value of the rebates that an existing customer

¹ Case 15-M-0127 et al., Order Adopting Changes to the Retail Access Energy Market and Establishing Further Process (issued December 12, 2019), at 43.

² *Id.* (emphasis added).

³ *Id.*, at 43-44.

THINK ENERGY!

is eligible to earn are expressly tied to the existing customer's electricity supply charge – i.e., the rebate is defined as a percentage of the customer's electricity supply charge in a given month based on the number of customers have been successfully referred in that same time period.

With respect to the gift cards that Think Energy offered in connection with initial enrollments, Think Energy acknowledges this as a regrettable oversight. Think Energy operates as an ESCO in 13 jurisdictions, the majority of which do not prohibit the use of gift card inducements by ESCOs. In its goal to offer a 100% REC-supported fixed rate electricity product coupled with a gift card, Think Energy uniformly launched this product across all markets in which it operates, and, unfortunately, offered these products in New York. Think Energy regrets this oversight and is committed to ensuring the same or a similar oversight does not occur again. Think Energy has already updated its website to indicate that the gift cards are not available to customers in New York and has removed the gift card promotion from the offers it has posted on the Power to Choose website.

Think Energy appreciates the opportunity to provide this response to Staff. We would welcome the opportunity to answer any questions that Staff may have about the information provided in this letter and discuss any remaining questions that Staff may have with the rebates associated with Think Energy's customer referral program. Think Energy is hopeful that the information provided in this response, along with a follow-up dialogue with Staff will allow for an expeditious resolution of the concerns raised in the NOAV. Should you have any additional questions or wish to schedule a meeting, please do not hesitate to contact me.

THINK ENERGY!

Sincerely,



Shane Puskar
Associate General Counsel
Think Energy, LLC
Spuskar@energywell.com

Exhibit 2



September 16, 2024

Shane Puskar
Senior Regulatory Analyst
Think Energy, LLC
107 John Street
Southport, CT 06890
spuskar@energywell.com

RE: **Think Energy LLC Notice of Apparent Violation**

Dear Mr. Puskar,

On July 11, 2024, the New York Department of Public Service (Department Staff) issued a Notice of Apparent Violation (NOAV) to Think Energy, LLC (Think Energy) for failure to comply with Section III.B of the Public Service Commission's Order Adopting Changes to the Retail Access Energy Market and Establishing Further Process (December 2019 Order) issued December 12, 2019.¹ Department Staff directed Think Energy to submit several items to matter 24-01167 within 10 business days for review. Think Energy requested a five-day extension to reply on July 12, 2024, and was granted the extension.

On July 29, 2024, Think Energy provided a response to the NOAV. Department Staff has completed its comprehensive review of the filing and finds that Think Energy has satisfactorily responded to the NOAV and has cured any deficiencies related to our request. As a result, Department Staff is closing out this investigation.

If you have any questions, feel free to contact the Office of Consumer Services.

Regards,

Jessica Phalen
Office of Consumer Services

¹ See Matter 24-01167 Notice of Apparent Violation to Think Energy LLC issued July 11, 2024.

Hearing Date: No hearing scheduled
Courtroom Number: No hearing scheduled
Location: No hearing scheduled

FILED
8/15/2019 1:25 PM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
2019L009086

COMPLAINT

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
FIRST MUNICIPAL DISTRICT, LAW DIVISION**

6197645

KEVIN W. HAMBLET
9140 S Kingston Avenue
Chicago, IL 60617

Plaintiff

v.

ENGIE RETAIL, LLC, d/b/a THINK ENERGY
c/o Capitol Corporate Services, Inc.
1315 W Lawrence Avenue
Springfield, IL 62704

2019L009086

Case Number

ENTRUST ENERGY EAST, INC., a/k/a ENTRUST ENERGY
c/o Capitol Corporate Services, Inc.
1315 W Lawrence Avenue
Springfield, IL 62704

Amount Claimed Exceeds \$30,000

ENERGY GROUP CONSULTANTS, INC.
c/o Robert J. King
3402 Airport Circle
Pittsburg, KS 66762

EXCLUSIVE MASS MARKETING GROUP, LLC
c/o Stephen Forte
400 W. 76th Street, Suite 525
Chicago, IL 60620

ARIEL N. GARY
726 E 42nd Street, Apt 3
Chicago, IL 60653

JANE DOE DEFENDANTS 1-2

UNKNOWN DEFENDANTS 1-5

Defendants

FILED DATE: 8/15/2019 1:25 PM 2019L009086

Exhibit 4 - Complaint

COMPLAINT

NOW COMES the Plaintiff, KEVIN W. HAMBLET, by and through his attorneys, Beth L. Murphy and Murphy & Presentin, and complains of the Defendants ENGIE RETAIL, LLC, d/b/a THINK ENERGY; ENTRUST ENERGY EAST, INC., d/b/a ENTRUST ENERGY; ENERGY GROUP CONSULTANTS, INC.; EXCLUSIVE MASS MARKETING GROUP, LLC; and ARIEL N. GARY upon personal information as to his own activities and upon information and belief as to the activities of others, at all relevant times, and all other matters, and state as follows:

NATURE OF ACTION

1. This is an action against Defendants for negligent hiring or supervision, vicarious liability of an employee, and assorted bodily injury damages sustained by Plaintiff when he was physically assaulted and attacked by ARIEL GARY on August 18, 2017. By this action, Plaintiff seeks personal injury tort special damages, general damages, costs and other such amounts as may be just and equitable under the circumstances.

JURISDICTION AND VENUE

2. Jurisdiction of this action is proper in the First Municipal District, Law Division of the Circuit Court of Cook County, pursuant to 735 ILCS 5/2-209, as Defendants ARIEL GARY and EXCLUSIVE MASS MARKETING GROUP, LLC, are residents of the First Municipal District, Cook County, Chicago, Illinois; as Defendants THINK ENERGY and ENTRUST ENERGY are authorized to conduct business in Illinois; and as ENERGY CONSULTANTS was contractually involved in the business operations which brought ARIEL GARY to Plaintiff's residence located in the First Municipal District, Cook County, Chicago, Illinois.

3. GARY was working and acting within the course and scope of her position as an employee, agent, servant, and/or contractor on behalf of Defendants THINK ENERGY, ENTRUST ENERGY, ENERGY CONSULTANTS, EXCLUSIVE MARKETING, and each of them, at the time she committed the physical assault upon HAMBLET.
4. venue of this action is proper in the First Municipal District, Law Division of the Circuit Court of Cook County, pursuant to 735 ILCS 5/2-101, as the assault took place within the First Municipal District at Plaintiff's residence, 9140 S. Kingston Avenue, Chicago, Illinois; as Defendants GARY and EXCLUSIVE MARKETING are both residents of the First Municipal District of the Circuit Court of Cook County; and the amount in controversy for tort damages exceeds \$30,000.
5. HAMBLET sustained serious bodily injuries by the conduct of the defendants and has suffered damages resulting therefrom.
6. An actual case or controversy has arisen between the parties.

PARTIES AND BACKGROUND

7. KEVIN W. HAMBLET (hereinafter referred to as "HAMBLET") is an adult resident of Chicago, Illinois, Cook County, and sustained severe injuries in the physical assault and attack.
8. ENGIE RETAIL, LLC, d/b/a THINK ENERGY (hereinafter referred to as "THINK ENERGY") is a foreign limited liability company authorized to do business in the State of Illinois and has designated Capital Corporate Services, Inc., 1315 W Lawrence Avenue, Springfield, Illinois 62704, as its agent for service of process. Among other things, THINK ENERGY is in the business of supplying residential electricity to Illinois residents.

9. ENTRUST ENERGY EAST, INC. (hereinafter referred to as "ENTRUST ENERGY") is a foreign corporation authorized to do business in the State of Illinois and has designated Capital Corporate Services, Inc., 1315 W Lawrence Avenue, Springfield, Illinois 62704, as its agent for service of process. Among other things, ENTRUST ENERGY is in the business of supplying residential electricity to Illinois residents and was working with defendant THINK ENERGY.
10. ENERGY GROUP CONSULTANTS, INC. (hereinafter referred to as "ENERGY CONSULTANTS") is a foreign corporation which has designated Robert J. King as its agent for service of process at 3402 Airport Circle, Pittsburg, Kansas 66762. ENERGY CONSULTANTS is a direct residential electricity customer acquisition arm for its customers, including Defendants THINK ENERGY and ENTRUST ENERGY in Illinois.
11. EXCLUSIVE MASS MARKETING GROUP, LLC, (hereinafter referred to as "EXCLUSIVE MARKETING") is an Illinois company which has designated Stephen Forte as its agent for service of process at 400 W 76th Street, Suite 525, Chicago, Illinois 60620. EXCLUSIVE MARKETING provides direct residential electricity customer acquisition sales support to energy providers, including Defendants THINK ENERGY, ENTRUST ENERGY and ENERGY CONSULTANTS in Illinois.
12. ARIEL N. GARY (hereinafter referred to as "GARY") is an adult residing in Cook County at 726 E 42nd Street, Apt 3, Chicago, Illinois 60653. GARY was convicted of committing felony aggravated battery upon HAMBLET. GARY'S physical assault upon HAMBLET occurred on August 18, 2017, while she was making a direct residential electricity customer acquisition sales call on HAMBLET, at his residence.

13. At the time of her physical assault upon HAMBLET, GARY was acting within the purpose and scope of her duties as an employee, agent, servant, and/or contractor on behalf of Defendants THINK ENERGY, ENTRUST ENERGY, ENERGY CONSULTANTS, EXCLUSIVE MARKETING, and each of them, and was advancing their interests by attempting to obtain a direct residential electricity customer acquisition upon the HAMBLET residence. Attached hereto and incorporated herein by reference as Exhibit 1, is a true and correct copy of a THINK ENERGY flyer which GARY provided to HAMBLET at the time of her sales call and physical assault.
14. JANE DOE Defendants 1-2 are unidentified women who accompanied GARY at the time of her direct residential electricity customer acquisition sales call and joined in the physical assault upon HAMBLET, at his residence. Plaintiff will amend this complaint to state the identity of these defendants when, or if, the same may become known.
15. UNIDENTIFIED DEFENDANTS 1-5 are presently unidentified persons or business entities/organizations who were actively involved in the direct residential electricity customer acquisition sales program and whose actions contributed to the occurrence. Plaintiff will amend this complaint to state the identity of these defendants when, or if, the same may become known.

FIRST CAUSE OF ACTION: VICARIOUS LIABILITY

16. Plaintiff hereby incorporates herein, by reference, paragraphs 1-15 of this complaint.
17. On August 18, 2017, at approximately 3 pm, Defendants GARY and JANE DOE 1-2 knock on the door of HAMBLET'S residence. When Plaintiff answers the door, GARY identifies herself as a representative of THINK ENERGY, presents Mr. HAMBLET with THINK

ENERGY'S Residential Disclosure Statement flyer (Exhibit 1), and solicits HAMBLET to switch his residential electrical service provider to THINK ENERGY. Mr. HAMBLET politely informs Ms. GARY that he is not interested in switching electrical providers.

18. Rather than accepting HAMBLET'S rejection and leaving, GARY continues her sales solicitation efforts and informs HAMBLET that he would "be helping" her by switching providers, at no additional cost to himself. Again, Mr. HAMBLET politely declines and requests that the women leave.
19. Rather than accepting HAMBLET'S second rejection and leaving the property as requested, Defendant Gary continues her sales protestations.
20. Having undergone dialysis earlier in the day, HAMBLET does not feel well and is angered by Defendant GARY'S continued solicitations and refusal to leave the premises. He picks up a small plant on the porch and tosses it in the direction of the women, missing them.
21. Defendant GARY immediately reacts by throwing her clipboard forcefully into HAMBLET'S chest and punches him in the face. HAMBLET collapses to the sidewalk where he is set upon by Defendant GARY and the two women, who continue to punch and kick him in the head, face and body, resulting in serious bodily injuries.
22. Defendant GARY'S physical assault upon HAMBLET occurred within, and was incidental to, the purpose, course and scope of her duties as an employee, agent, servant, and/or contractor on behalf of Defendants THINK ENERGY, ENTRUST ENERGY, ENERGY CONSULTANTS, EXCLUSIVE MARKETING, and each of them, as GARY was advancing their interests by attempting to obtain a direct residential electricity customer acquisition from the HAMBLET residence.

23. Defendants THINK ENERGY, ENTRUST ENERGY, ENERGY CONSULTANTS, EXCLUSIVE MARKETING, and each of them, are responsible for the tortious injuries and damages which their employee, agent, servant, and/or contractor, Defendant GARY, inflicted upon HAMBLET, under the theory of *Respondeat Superior*, Lang v. Silva, 306 Ill. App. 3d 960 (1999); Landrus v. Eagle Wings, 236 Ill. App. 3d 711 (1992); and Bryant v. Livigni, 250 Ill. App. 3d 303 (1993).

24. As a direct result of Defendant GARY'S physical assault upon Plaintiff, KEVIN HAMBLET sustained the following physical injuries: five lost teeth; two fractures of the left zygomatic arch; a fractured right medial orbital wall; significant left and right periorbital edema with bruising and swelling; left and right preseptal soft tissue hematomas and swelling; bilateral frontal and left parietal scalp hematomas and swelling; right eye medial canthus tear and lens dislocation; headaches from blunt force trauma; neck pain from blunt force trauma; left hip pain from blunt force trauma; bilateral knee pain and abrasions; and increased difficulties with balance and ambulation.

25. As a further direct result of Defendant GARY'S physical assault upon Plaintiff, KEVIN HAMBLET has experienced pain, suffering, mental anguish, loss of enjoyment of life, and has been forced to seek and obtain medical and dental care and treatment, including surgery on his right eye, nursing services provided by his partner, and has incurred past and future medical and dental treatment expenses of \$50,323.64.

SECOND CAUSE OF ACTION: NEGLIGENT TRAINING

26. Plaintiff hereby incorporates herein, by reference, paragraphs 1-25 of this complaint.

27. Defendants THINK ENERGY, ENTRUST ENERGY, ENERGY CONSULTANTS, EXCLUSIVE MARKETING, and each of them, were negligent in their training of Defendant GARY, who was their employee, agent, servant, and/or contractor, by failing their duty to properly impress upon her, first, the rule that she is to terminate her sales efforts, and stop any door-to-door solicitation, once the homeowner/resident rejects the sales offer; and second, that GARY was to promptly leave a property when asked to do so by a homeowner or resident.

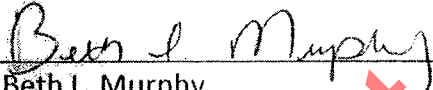
28. The negligence of Defendants THINK ENERGY, ENTRUST ENERGY, ENERGY CONSULTANTS, EXCLUSIVE MARKETING, and each of them, in failing to properly train Defendant GARY, was a direct cause of the escalating events, the loss of Gary's control of her temper, and Ms. GARY'S physical assault upon Mr. HAMBLET.

29. As a result, the Defendants THINK ENERGY, ENTRUST ENERGY, ENERGY CONSULTANTS, EXCLUSIVE MARKETING, and each of them, are liable for the injuries and damages sustained by HAMBLET.

WHEREFORE, Plaintiff KEVIN W. HAMBLET demands judgment against Defendants, and each of them, pursuant to the demands of the Complaint, in an amount greater than \$50,000, together with pre- and post-judgment interest, costs, and disbursements of this action, statutory attorney's fees and any other remedy that this Court deems just and equitable under the circumstances.

PLAINTIFF HEREBY DEMANDS THAT THE ABOVE-ENTITLED ACTION
BE TRIED TO A JURY OF TWELVE PERSONS.

Dated this 14th day of August, 2019.


Beth L. Murphy,
Attorney for Plaintiff, Kevin Hamblet
Illinois ARDC #: 6302235

Murphy & Presentin
939 W North Ave, Ste 750
Chicago IL 60642
Ph: 855-230-2282
Fax: 855-230-7089

E-mail Address: bmurphy@injurymva.com

Date of Service _____, 2019,
(to be inserted by officer on copy left with defendant or other party).

Exhibit 4 - Complaint

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS – LAW DIVISION

JACQUELINE D. CUSIC, INDEPENDENT)
EXECUTOR OF THE ESTATE OF)
KEVIN W. HAMBLET,)

Plaintiff,)

v.)

No. 2019 L 009086

ENGIE RETAIL, LLC d/b/a THINK ENERGY)
c/o Capital Corporate Services, Inc.)
1315 W Lawrence Avenue)
Springfield, IL 62704)

Amount Claimed Exceeds \$30,000

ENTRUST ENERGY EAST, INC.)
c/o Capitol Corporate Services, Inc.)
1315 W Lawrence Avenue)
Springfield, IL 62704)

ENERGY GROUP CONSULTANTS, INC.)
c/o Robert J. King)
3402 Airport Circle)
Pittsburg, KS 66762)

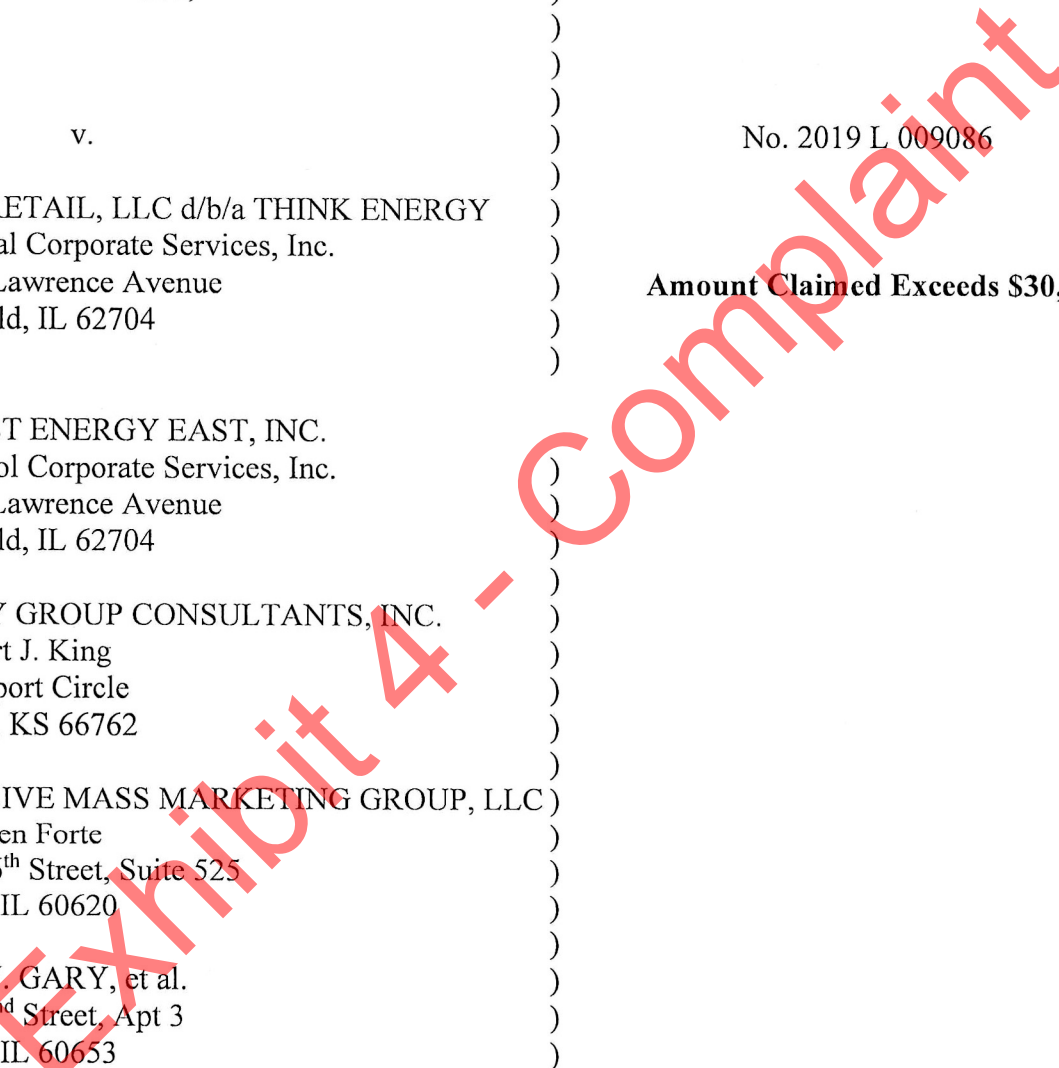
EXCLUSIVE MASS MARKETING GROUP, LLC)
c/o Stephen Forte)
400 W 76th Street, Suite 525)
Chicago, IL 60620)

ARIEL N. GARY, et al.)
726 E 42nd Street, Apt 3)
Chicago, IL 60653)

JANE DOE DEFENDANTS 1-2)

UNKNOWN DEFENDANTS 1-5)

Defendants.)



AMENDED COMPLAINT

NOW COMES the Plaintiff, Jacqueline D. Cusic Independent Executor of the Estate of Kevin Hamblet, by and through her attorneys, Beth L. Murphy and Murphy & Presentin, and complains of the Defendants ENGIE RETAIL, LLC, d/b/a THINK ENERGY; ENTRUST ENERGY EAST, INC., d/b/a ENTRUST ENERGY; ENERGY GROUP CONSULTANTS, INC.; EXCLUSIVE MASS MARKETING GROUP, LLC; and ARIEL N. GARY upon personal information as to Kevin Hamblet's own activities and upon information and belief as to the activities of others, at all relevant times, and all other matters, and state as follows:

NATURE OF ACTION

1. This is an action against Defendants for negligent hiring or supervision, vicarious liability of an employee, agent, servant, and/or contractor and assorted bodily injury damages sustained by KEVIN W. HAMBLET when he was physically assaulted and attacked by ARIEL GARY on August 18, 2017. By this action, Plaintiff seeks personal injury tort special damages, general damages, costs and other such amounts as may be just and equitable under the circumstances.

JURISDICTION AND VENUE

2. Jurisdiction of this action is proper in the First Municipal District, Law Division of the Circuit Court of Cook County, pursuant to 735 ILCS 5/2-209, as Defendants ARIEL GARY and EXCLUSIVE MASS MARKETING GROUP, LLC, are residents of the First Municipal District, Cook County, Chicago, Illinois; as Defendants THINK ENERGY and ENTRUST ENERGY are authorized to conduct business in Illinois; and as ENERGY CONSULTANTS

was contractually involved in the business operations which brought ARIEL GARY to Plaintiff's residence located in the First Municipal District, Cook County, Chicago, Illinois.

3. GARY was working and acting within the course and scope of her position as an employee, agent, servant, and/or contractor on behalf of Defendants THINK ENERGY, ENTRUST ENERGY, ENERGY CONSULTANTS, EXCLUSIVE MARKETING, and each of them, at the time she committed the physical assault upon HAMBLET.
4. Venue of this action is proper in the First Municipal District, Law Division of the Circuit Court of Cook County, pursuant to 735 ILCS 5/2-101, as the assault took place within the First Municipal District at Plaintiff's residence, 9140 S. Kingston Avenue, Chicago, Illinois; as Defendants GARY and EXCLUSIVE MARKETING are both residents of the First Municipal District of the Circuit Court of Cook County; and the amount in controversy for tort damages exceeds \$30,000.
5. HAMBLET sustained serious bodily injuries by the conduct of the defendants and has suffered damages resulting therefrom.
6. An actual case or controversy has arisen between the parties.

PARTIES AND BACKGROUND

7. KEVIN W. HAMBLET (hereinafter referred to as "HAMBLET"), at all relevant times, was an adult resident of Chicago, Illinois, Cook County, and sustained severe injuries in the physical assault and attack.
8. JACQUELINE D. CUSIC, is an adult resident of Chicago, Illinois, Cook County, and is the Independent Executor of the Estate of Kevin Hamblet, deceased, and duly authorized to continue this litigation on behalf of the Estate, which is the successor in interest to all

claims and damages possessed by KEVIN HAMBLET, prior to his death on March 11, 2020.

9. ENGIE RETAIL, LLC, d/b/a THINK ENERGY (hereinafter referred to as "THINK ENERGY") is a foreign limited liability company authorized to do business in the State of Illinois and has designated Capital Corporate Services, Inc., 1315 W Lawrence Avenue, Springfield, Illinois 62704, as its agent for service of process. Among other things, THINK ENERGY is in the business of supplying residential electricity to Illinois residents.
10. ENTRUST ENERGY EAST, INC. (hereinafter referred to as "ENTRUST ENERGY") is a foreign corporation authorized to do business in the State of Illinois and has designated Capital Corporate Services, Inc., 1315 W Lawrence Avenue, Springfield, Illinois 62704, as its agent for service of process. Among other things, ENTRUST ENERGY is in the business of supplying residential electricity to Illinois residents and was working with defendant THINK ENERGY.
11. ENERGY GROUP CONSULTANTS, INC. (hereinafter referred to as "ENERGY CONSULTANTS") is a foreign corporation which has designated Robert J. King as its agent for service of process at 3402 Airport Circle, Pittsburg, Kansas 66762. ENERGY CONSULTANTS is a direct residential electricity customer acquisition arm for its customers, including Defendants THINK ENERGY and ENTRUST ENERGY in Illinois.
12. EXCLUSIVE MASS MARKETING GROUP, LLC, (hereinafter referred to as "EXCLUSIVE MARKETING") is an Illinois company which has designated Stephen Forte as its agent for service of process at 400 W 76th Street, Suite 525, Chicago, Illinois 60620. EXCLUSIVE MARKETING provides direct residential electricity customer acquisition sales support to

energy providers, including Defendants THINK ENERGY, ENTRUST ENERGY and ENERGY CONSULTANTS in Illinois.

13. ARIEL N. GARY (hereinafter referred to as "GARY") is an adult residing in Cook County at 726 E 42nd Street, Apt 3, Chicago, Illinois 60653. GARY was convicted of committing felony aggravated battery upon HAMBLET. GARY'S physical assault upon HAMBLET occurred on August 18, 2017, while she was making a direct residential electricity customer acquisition sales call on HAMBLET, at his residence.
14. At the time of her physical assault upon HAMBLET, GARY was acting within the purpose and scope of her duties as an employee, agent, servant, and/or contractor on behalf of Defendants THINK ENERGY, ENTRUST ENERGY, ENERGY CONSULTANTS, EXCLUSIVE MARKETING, and each of them, and was advancing their interests by attempting to obtain a direct residential electricity customer acquisition upon the HAMBLET residence. Attached hereto and incorporated herein by reference as Exhibit 1, is a true and correct copy of a THINK ENERGY flyer which GARY provided to HAMBLET at the time of her sales call and physical assault.
15. JANE DOE Defendants 1-2 are unidentified women who accompanied GARY at the time of her direct residential electricity customer acquisition sales call and joined in the physical assault upon HAMBLET, at his residence. Plaintiff will amend this complaint to state the identity of these defendants when, or if, the same may become known.
16. UNIDENTIFIED DEFENDANTS 1-5 are presently unidentified persons or business entities/organizations who were actively involved in the direct residential electricity customer acquisition sales program and whose actions contributed to the occurrence.

Plaintiff will amend this complaint to state the identity of these defendants when, or if, the same may become known.

FIRST CAUSE OF ACTION: VICARIOUS LIABILITY

17. Plaintiff hereby incorporates herein, by reference, paragraphs 1-15 of this complaint.

18. On August 18, 2017, at approximately 3 pm, Defendants GARY and JANE DOE 1-2 knock on the door of HAMBLET'S residence. When HAMBLET answers the door, GARY identifies herself as a representative of THINK ENERGY, presents Mr. HAMBLET with THINK ENERGY'S Residential Disclosure Statement flyer (Exhibit 1), and solicits HAMBLET to switch his residential electrical service provider to THINK ENERGY. Mr. HAMBLET politely informs Ms. GARY that he is not interested in switching electrical providers.

19. Rather than accepting HAMBLET'S rejection and leaving, GARY continues her sales solicitation efforts and informs HAMBLET that he would "be helping" her by switching providers, at no additional cost to himself. Again, Mr. HAMBLET politely declines and requests that the women leave.

20. Rather than accepting HAMBLET'S second rejection and leaving the property as requested, Defendant Gary continues her sales protestations.

21. Having undergone dialysis earlier in the day, HAMBLET does not feel well and is angered by Defendant GARY'S continued solicitations and refusal to leave the premises. He picks up a small plant on the porch and tosses it in the direction of the women, missing them.

22. Defendant GARY immediately reacts by throwing her clipboard forcefully into HAMBLET'S chest and punches him in the face. HAMBLET collapses to the sidewalk

where he is set upon by Defendant GARY and the two women, who continue to punch and kick him in the head, face and body, resulting in serious bodily injuries.

23. Defendant GARY'S physical assault upon HAMBLET occurred within, and was incidental to, the purpose, course and scope of her duties as an employee, agent, servant, and/or contractor on behalf of Defendants THINK ENERGY, ENTRUST ENERGY, ENERGY CONSULTANTS, EXCLUSIVE MARKETING, and each of them, as GARY was advancing their interests by attempting to obtain a direct residential electricity customer acquisition from the HAMBLET residence.

24. Defendants THINK ENERGY, ENTRUST ENERGY, ENERGY CONSULTANTS, EXCLUSIVE MARKETING, and each of them, are responsible for the tortious injuries and damages which their employee, agent, servant, and/or contractor, Defendant GARY, inflicted upon HAMBLET, under the theory of *Respondeat Superior*, *Lang v. Silva*, 306 Ill. App. 3d 960 (1999); *Landrus v. Eagle Wings*, 236 Ill. App. 3d 711 (1992); and *Bryant v. Livigni*, 250 Ill. App. 3d 303 (1993).

25. As a direct result of Defendant GARY'S physical assault upon, KEVIN HAMBLET, sustained the following physical injuries: five lost teeth; two fractures of the left zygomatic arch; a fractured right medial orbital wall; significant left and right periorbital edema with bruising and swelling; left and right preseptal soft tissue hematomas and swelling; bilateral frontal and left parietal scalp hematomas and swelling; right eye medial canthus tear and lens dislocation; headaches from blunt force trauma; neck pain from blunt force trauma; left hip pain from blunt force trauma; bilateral knee pain and abrasions; and increased difficulties with balance and ambulation.

26. As a further direct result of Defendant GARY'S physical assault upon Plaintiff, KEVIN HAMBLET has experienced pain, suffering, mental anguish, loss of enjoyment of life, and has been forced to seek and obtain medical and dental care and treatment, including surgery on his right eye, nursing services provided by his partner, and has incurred past and future medical and dental treatment expenses of \$50,323.64.

SECOND CAUSE OF ACTION: NEGLIGENT TRAINING

27. Plaintiff hereby incorporates herein, by reference, paragraphs 1-25 of this complaint.

28. Defendants THINK ENERGY, ENTRUST ENERGY, ENERGY CONSULTANTS, EXCLUSIVE MARKETING, and each of them, were negligent in their training of Defendant GARY, who was their employee, agent, servant, and/or contractor, by failing their duty to properly impress upon her, first, the rule that she is to terminate her sales efforts, and stop any door-to-door solicitation, once the homeowner/resident rejects the sales offer; and second, that GARY was to promptly leave a property when asked to do so by a homeowner or resident.

29. The negligence of Defendants THINK ENERGY, ENTRUST ENERGY, ENERGY CONSULTANTS, EXCLUSIVE MARKETING, and each of them, in failing to properly train Defendant GARY, was a direct cause of the escalating events, the loss of Gary's control of her temper, and Ms. GARY'S physical assault upon Mr. HAMBLET.

30. As a result, the Defendants THINK ENERGY, ENTRUST ENERGY, ENERGY CONSULTANTS, EXCLUSIVE MARKETING, and each of them, are liable for the injuries and damages sustained by HAMBLET.

WHEREFORE, Plaintiff demands judgment against Defendants, and each of them, pursuant to the demands of the Complaint, in an amount greater than \$50,000, together with pre- and post-judgment interest, costs, and disbursements of this action, statutory attorney's fees and any other remedy that this Court deems just and equitable under the circumstances.

**PLAINTIFF HEREBY DEMANDS THAT THE ABOVE-ENTITLED ACTION
BE TRIED TO A JURY OF TWELVE PERSONS.**

Dated this 24 day of February, 2022.

Beth L. Murphy
Beth L. Murphy,
Attorney for Plaintiff, Jacqueline D. Cusic
Illinois ARDC #: 6302235

Murphy & Presentin
939 W North Ave, Ste 750
Chicago IL 60642
Ph: 855-230-2282
Fax: 855-230-7089

E-mail Address: bmurphy@injurymva.com

Date of Service _____, 2020,
(to be inserted by officer on copy left with defendant or other party).

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS – LAW DIVISION

JACQUELINE D. CUSIC, PERSONAL)
REPRESENTATIVE OF THE ESTATE OF)
KEVIN W. HAMBLET,)
Plaintiff,)
v.)
ENGIE RETAIL, LLC d/b/a THINK ENERGY)
c/o Capital Corporate Services, Inc.)
1315 W Lawrence Avenue)
Springfield, IL 62704)
Defendants.)

**12 MEMBER JURY TRIAL
DEMANDED**

No. 2019 L 009086

Amount Claimed Exceeds \$30,000

Hearing Date: 7/12/2023 10:00 AM - 10:05 AM

SECOND AMENDED COMPLAINT

NOW COMES the Plaintiff, Jacqueline D. Cusic Personal Representative of the Estate of Kevin Hamblet, by and through her attorneys, Beth L. Murphy and Murphy & Presentin, and by this Second Amended Complaint sues the Defendants ENGIE RETAIL, LLC, d/b/a THINK ENERGY (hereafter referred to only as “Think Energy”) and states as follows:

NATURE OF ACTION

1. This is an action against Defendant Think Energy for the liability associated with the exercise of Apparent Authority by independent contractor Ariel Gary (Gary) to sell Think Energy and bodily injury damages sustained by Kevin W. Hamblet (Mr. Hamblet) when he was physically assaulted and attacked by Gary on August 18, 2017. Plaintiff seeks personal injury tort special damages, general damages, costs, and other such amounts as may be just and equitable under the circumstances.

FILED DATE: 6/30/2023 5:47 PM 2019L009086



JURISDICTION AND VENUE

2. Jurisdiction and Venue of/for this action is proper in the First Municipal District, Law Division of the Circuit Court of Cook County, pursuant to 735 ILCS 5/2-101 and 735 ILCS 5/2-209, as the incident occurred at the residence of Mr. Hamblet located at 9140 S. Kingston Avenue, Chicago, Illinois, and the amount in controversy for tort damages exceeds \$30,000.

PARTIES AND BACKGROUND

3. Think Energy and the company it hired, Energy Group Consultants, and the Company EGC hired, EMMG, all knowingly and intentionally engaged in the endeavor to obtain residential customer acquisition services through door-to-door marketing for Think Energy. Specifically, Think Energy sought to get residential customers to switch their electrical supplier from Commonwealth Edison to Think Energy by using independent contractors such as Gary instead of formally hiring personnel to engage in door-to-door sales itself.

4. Mr. Hamblet, at all relevant times herein, was an adult resident of Chicago, Illinois, Cook County, and sustained severe injuries in the physical assault and attack as stated below, prior to his death on March 11, 2020.

5. Jacqueline D. Cusic (Cusic) is currently, and at the time of all relevant points relating to the attack, an adult resident of Chicago, Illinois, Cook County, and the Personal Representative of the Estate of Kevin Hamblet and duly authorized to continue this litigation on behalf of the Estate, which is the successor in interest to all claims and damages possessed by Mr. Hamblet, and the life partner of Mr. Hamblet, as also stated below.

6. Engie Retail, LLC, D/B/A Think Energy (“Think Energy”) is a foreign limited liability company authorized to do business in the State of Illinois, who contractually hired independent companies to provide independent services including, but not limited to, independent contractors.

Among other things, Think Energy is in the business of supplying residential electricity to Illinois residents.

CAUSE OF ACTION: APPARENT AUTHORITY

7. Plaintiff hereby incorporates paragraphs 1 (one) through five (5) above entirely by reference to support this paragraph.

8. On August 18, 2017, Gary and two other women knocked on the door of Mr. Hamblet's home on South Kingston Avenue in Chicago in hopes of getting Mr. Hamblet to switch his electrical provider from Commonwealth Edison to Think Energy.

9. Gary and the other women were wearing Think Energy apparel, had Think Energy identification cards on the lanyards draped around their neck, carrying clip boards, and passing out Think Energy flyers. **See Exhibit A (attached).**

10. The flyer did not indicate that independent contractors going door-to-door were not employees of Think Energy. **Id.**

11. Gary and the other women asked Mr. Hamblet if he would be interested in changing his residential energy provider to Think Energy.

12. Mr. Hamblet indicated that he was not interested.

13. Gary tried again to pitch Think Energy's services, but Mr. Hamblet, again, refused.

14. Gary and the other two women did not accept Mr. Hamblet's rejection and would not leave his property, despite Mr. Hamblet's insistence to do so.

15. The confrontation apparently escalated quickly through verbal epithets—Mr. Hamblet allegedly calling Gary and the other two women bitches and whores—to Mr. Hamblet picking up a flowerpot and throwing it at Gary to encourage her to just leave.

16. The flowerpot did not strike Gary.

17. Instead, Gary then threw her clipboard at Mr. Hamblet and punched him in the face.

18. At some point, Mr. Hamblet reached the sidewalk where he lost his balance and fell.

19. Gary and Mr. Hamblet may have fallen into a bush during their struggle.

20. Gary and the other two women proceeded to punch and kick Hamblet in the head, face, and body.

21. Hamblet eventually escaped the melee by getting into a parked car.

22. As a direct result of Gary's physical assault upon Mr. Hamblet he sustained the following physical injuries: lost five teeth; two fractures of the left zygomatic arch; a fractured right medial orbital wall; significant left and right periorbital edema with bruising and swelling; left and right preseptal soft tissue hematomas and swelling; bilateral frontal and left parietal scalp hematomas and swelling; right eye medial canthus tear and lens dislocation; headaches from blunt force trauma; neck pain from blunt force trauma; left hip pain from blunt force trauma; bilateral knee pain and abrasions; and increased difficulties with balance and ambulation.

23. Additionally, Mr. Hamblet was forced to experience pain, suffering, mental anguish, loss of enjoyment of life, and had been forced to seek and obtain medical and dental care and treatment including, but not limited to, surgery on his right eye, nursing services provided by his life-partner (who Mr. Hamblet affectionately called his wife, i.e., the Plaintiff herein, Jacqueline Cusic), and incurred past and future medical and dental treatment expenses of \$50,323.64.

RELIEF SOUGHT

WHEREFORE, Plaintiff demands:

- A. Judgment of liability against Defendant ENGIE RETAIL, LLC d/b/a THINK ENERGY based upon apparent authority;
- B. Compensatory damages in an amount greater than \$50,000, together with pre- and post-

judgment interest, costs, and disbursements of this action;

- C. An Award of statutory attorney's fees and costs;
- D. Nominal damages; and
- E. Any other remedy that this Court deems just and equitable under the circumstances.

CERTIFICATE OF SERVICE

I, BETH MURPHY, the attorney for Plaintiffs Kevin Hamblet and Jacqueline Cusic, of Murphy & Presentin, do hereby swear that I have served a true and exact copy of PLAINTIFF'S SECOND AMENDED COMPLAINT upon Defendants Counsel by email to Michelle Braun @ mbraun@mokblaw.com and Ken Battle @ kbattle@mokblaw.com on this 30th day of June 2023, prior to filing it with the Clerk of Court, as required by Illinois law.

electronically signed by BETH MURPHY
BETH MURPHY
Attorney for the Plaintiff

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ILLINOIS RESIDENTIAL
UNIFORM DISCLOSURE STATEMENT
[Plan Name]


ThinkEnergy
by ENGIE

<p>Electric Supplier Information:</p>	<p>ENGIE Retail, LLC d/b/a "Think Energy" PO Box 25225, Lehigh Valley, PA 18002 Website: www.thinkenergy.com Toll-free Telephone Number: (866)252-0078 Facsimile Number: (800)627-8813 Email Address: customer@mvthinkenergy.com</p> <p>IL License 11-0531</p> <p>EXHIBIT A</p> <p>Think Energy is an independent seller of power and energy service certified by the Illinois Commerce Commission and our agents do not represent or act on behalf of the electric utility, governmental bodies or consumer groups.</p>
<p>Price Structure:</p>	<p>Fixed Rate Product – You will pay a fixed rate of <u>30¢</u> [Rate] per kWh for electricity supply. Applicable state and local sales taxes, delivery charges and other utility charges are not included in the contract price.</p>
<p>Fixed Rate Term/Length:</p>	<p>Think Energy will begin supplying your electricity on the date of your first meter read following your confirmed enrollment with us, which is set by your Local Utility Company, and will continue for <u>12</u> [Term] monthly billing cycles.</p>
<p>Cancellation/Early Termination Fees:</p>	<p>There is no Cancellation/Early Termination Fee</p> <p><u>100% Guaranteed</u></p>
<p>Renewal Terms:</p> <p><i>Rollover service</i></p>	<p>At the end of the fixed-rate term, if you do not renew with another Think Energy product, switch to another electricity supplier, or switch your service to default service with your Local Utility Company, your service will continue on a month-to-month basis with Think Energy based on monthly billing cycles (referred to as "rollover service") with no change to the terms of service, except the Price will be a monthly variable rate set by Think Energy that reflects the market rate of electricity supply plus Think Energy costs and margin. When receiving rollover service, you may switch your service at any time with no cancellation fee. We will notify you of your renewal options between 30 days and 60 days prior to the end of the fixed-rate term.</p>
<p>Local Utility Company Information</p>	<p>ComEd Ameren</p> <p>(800) 334-7661 (800) 755-5000</p> <p>You will receive written notification from your Local Utility Company confirming the switch of your power and energy supplier. Your Local Utility Company remains responsible for the delivery of power and energy to your premises and will continue to respond to any service calls and emergencies. Switching to Think Energy will not impact your electric service reliability.</p>
<p>Right to Cancel</p>	<p>You may cancel this agreement prior to the tenth (10th) day following your Local Utility Company's acceptance of your enrollment request by contacting Customer Care by telephone or email, or contacting your Local Utility Company directly.</p>

FILED DATE: 6/30/2023 5:47 PM 2019L009086

VERIFICATION

I, Jonathan Rubenstein, General Counsel and Corporate Secretary for Fanfare Energy, LLC, hereby state that the facts set forth in the foregoing data responses are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Signed by:

Signature: 1495292D14C549A...

Title: General Counsel and Corporate Secretary

Date: 2/25/2026 | 3:41:17 PM PST