

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

PEOPLE OF THE STATE OF ILLINOIS, *ex rel.*
KWAME RAOUL, Attorney General of the State of
Illinois,

Plaintiff,

v.

DIRECT ENERGY SERVICES, LLC, a Delaware
limited liability corporation,

Defendant.

No. 25 CH 4091

FINAL JUDGMENT AND CONSENT DECREE

Plaintiff, the PEOPLE OF THE STATE OF ILLINOIS, by KWAME RAOUL, Attorney General of Illinois, has filed a Complaint in this matter against the Defendant, DIRECT ENERGY SERVICES, LLC ("Direct"), alleging violations of the Consumer Fraud and Deceptive Business Practices Act ("Consumer Fraud Act"), 815 ILCS 505/1 *et seq.*, and the Telephone Solicitations Act, 815 ILCS 413/1 *et seq.*

Plaintiff, by its counsel, and Direct, by its counsel, have agreed to entry of this Final Judgment and Consent Decree ("Consent Decree") by the Court without trial or adjudication of any issue of fact or law.

Now, with the consent of the parties, IT IS HEREBY ORDERED AS FOLLOWS:

FINDINGS:

1. Plaintiff filed its Complaint in the above-captioned matter on April 11, 2025, the allegations of which are incorporated herein by reference.
2. This Court has jurisdiction over the subject matter of the Complaint having been filed herein and over the parties to this Consent Decree.

3. Direct is an alternative retail electric supplier ("ARES") and an alternative retail gas supplier ("ARGS") certified by the Illinois Commerce Commission ("ICC") to engage in the sale of electricity and gas to residential retail customers.

4. At all times relevant hereto, Direct was engaged in trade and commerce in the State of Illinois as defined in the Consumer Fraud Act, 815 ILCS 505/1(f), by marketing, selling, and promoting electricity to Illinois residents.

5. The Illinois Attorney General is charged with, among other things, the responsibility of enforcing the Consumer Fraud Act and the Telephone Solicitations Act.

6. In the Complaint, Plaintiff alleges, and Direct denies, that from at least 2013 through the present, Direct has engaged in unfair and deceptive acts or practices in the course of trade and commerce, in violation of Sections 2 and 2EE of the Consumer Fraud Act as described therein; and has omitted key disclosures during its telephone solicitations, including failing to immediately state the purpose of the telemarketing call and obtain the Consumers' consent to the solicitation at the beginning of the call, in violation of Section 15 of the Telephone Solicitations Act. More specifically, the Plaintiff alleges, and Direct denies, that Direct engaged in a pattern of unfair and deceptive acts and practices through which Direct and its agents enrolled Illinois Consumers in a costly contract for electricity supply.

7. The Plaintiff alleges in the Complaint, and Direct denies, that Direct in its telemarketing, in-person, and other marketing, selling, and promoting activities relating to the sale of electricity (a) solicited residential Illinois Consumers by telephone without stating the purpose of the call at the outset, or inquiring whether the person called consented to the solicitation, in violation of Illinois law; (b) misrepresented to residential Consumers that Direct was affiliated with the Consumer's public utility; (c) misrepresented that there exists a state-

sponsored or state-sanctioned “program” that offers residential Consumers savings, refunds, or similar benefits upon enrollment; (d) misrepresented during solicitations that the residential Consumer’s public utility account information had to be “verified” or “confirmed,” and thereby deceptively obtained access to confidential utility account information; (e) misrepresented that Direct’s rates are “low” and that residential Consumers will save money by enrolling with Direct, when the opposite is true; (f) misrepresented that Direct’s fixed rates provided “price protection” that would protect residential Consumers from allegedly high default utility rates when in fact it locked residential Consumers into fixed rates considerably higher than the default utilities had ever charged; and (g) routinely failed to disclose the new rate that residential customers would be paying or their new fixed rate term.

8. Direct denies each of Plaintiff’s allegations in the Complaint.

9. The unfair and deceptive acts or practices and related violations alleged in the Complaint constitute the basis for the execution and filing of this Consent Decree. Nothing contained in this Consent Decree is intended by the parties to be deemed or construed as an admission of wrongdoing or liability by Direct, all of which Direct expressly denies. The parties are entering into this Consent Decree solely for the purpose of avoiding costly and protracted litigation.

ORDER

NOW THEREFORE, on the basis of these findings, and for purposes of effecting this Consent Decree,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I. Definitions

10. "Consumers" shall mean residential consumers of electricity supply in Illinois.
11. "Effective Date" shall mean the date this Consent Decree is entered by this Court.
12. "Direct" shall mean Direct Energy LLC, including all of its subsidiaries, divisions, successors, and assigns doing business in Illinois, except as otherwise noted in this Consent Decree.
13. "Monitoring Period" shall mean a two-year period of time beginning on the date that Direct resumes marketing activities following its suspension of marketing from December 1, 2024 through December 1, 2025. If Direct suspends marketing during the Monitoring Period, the Monitoring Period shall continue beyond the two-year period for a duration of time equivalent to the period that Direct suspended marketing during the Monitoring Period.
14. "Special Assistant Attorneys General" shall mean Hughes Socol Piers Resnick & Dym, Ltd., Edelson P.C., and Miner Barnhill & Galland, P.C.

II. Suspension of Marketing Activity in Illinois

15. Direct voluntarily agrees and pursuant to this Consent Decree shall refrain from all "Marketing Activities" in Illinois from December 1, 2024 through December 1, 2025 ("The Marketing Stand-down Period"). For purposes of this paragraph, "Marketing Activities" include any outbound telemarketing, direct mail, electronic, door-to-door, in-person, multi-level marketing through independent business operators, advertisement on newspaper, magazine, television, radio, internet, search engines, social media, email or other print or electronic media, or other solicitation offering the sale of electricity to new Consumers in the State of Illinois. For purposes of this paragraph, "Marketing Activities" does not include Direct Energy's website or inbound telephone calls or other forms of inbound communications initiated by consumers. With

respect to Direct Energy Business, LLC, NRG Business Marketing, LLC, and Gateway Energy Services Corporation (each a subsidiary of Direct Energy Services LLC), this paragraph applies only to marketing activities directed to residential electricity Consumers in the State of Illinois.

16. During the Monitoring Period as defined in Paragraph 13, Direct shall provide notice to the Attorney General within seven (7) days of filing a petition or other request with the Illinois Commerce Commission seeking authority, or a modification of existing authority, to offer the sale of electricity to Consumers in the State of Illinois.

III. Injunctive Relief

17. Direct, and any third-party acting on its behalf, is hereby permanently enjoined from:

- (a) Soliciting Consumers by telephone without stating the purpose of the call at the beginning of the solicitation;
- (b) Soliciting Consumers by telephone without inquiring at the beginning of the call whether the person called consents to the solicitation;
- (c) Representing, expressly or by implication, that there exists a state-sponsored or state-sanctioned program that offers Consumers savings, refunds, or similar benefits upon enrollment, or that Direct is contacting the Consumer to enroll them in such a program, including but not limited to using terms such as “energy choice program,” “utility choice program,” “state choice program,” “government choice program,” “government choice initiative or plan,” “utility choice plan or initiative,” “state choice plan or initiative,” or “state or government choice opportunity,” as it relates to Illinois’ deregulation law;

- (d) Representing, expressly or by implication, that Consumers are entitled to savings on their electric bill under a state or federal deregulation law or specific program;
- (e) Representing, expressly or by implication, that the Consumer's public utility account information must be "verified" or "confirmed," or otherwise implying that the sales representative already has access to confidential utility account information, or asking a Consumer to provide their utility account information before Direct discloses all material terms and the Consumer affirmatively consents to enroll with Direct;
- (f) Representing, expressly or by implication, that Direct's rates are "low" or that Consumers will save money in comparison to the default public utility unless Direct will guarantee that the Consumer will pay a lower rate than they would with their default public utility and Direct clearly and conspicuously discloses the time period during which Consumers will experience such savings. Nothing in this paragraph shall foreclose Direct Energy from representing that its rates are lower than another ARES;
- (g) Representing, expressly or by implication, that Direct Energy's fixed rates provide "price protection" that will protect Consumers from allegedly high default utility rates;
- (h) Enrolling any Consumer in any electric service contract without their express agreement; and
- (i) Representing, expressly or by implication, that Direct is affiliated with the Consumer's public utility.

18. Direct, and any third-party acting on its behalf, shall do the following:
- (a) Comply with all federal, state, and local laws, regulations, and ordinances relating to the sale and marketing of energy supply;
 - (b) Immediately disclose to a Consumer at the beginning of any solicitation, including telemarketing and in-person solicitations, the name of the sales agent, the entity he or she represents (*i.e.*, Direct Energy), that he or she does not represent a public utility or governmental entity, and the purpose of the solicitation (*i.e.*, to solicit a change in the Consumer's supplier of electricity);
 - (c) Inquire at the beginning of the call whether the Consumer consents to the solicitation and only proceed with the solicitation if the Consumer provides consent;
 - (d) Disclose the following material terms in any solicitation, including telemarketing and in-person solicitations, prior to asking the Consumer to provide their utility account number for enrollment:
 - i. Any monthly fees that the Consumer will be charged;
 - ii. Any rates per kilowatt hour that the Consumer will be charged, the length of time the Consumer will be charged that rate, the rate per kilowatt hour that the Consumer will be charged after that length of time expires, and if that rate is unknown, the factors that will be considered in setting such rates;
 - iii. The current default public utility rate for electricity supply in the customer's zip code;

- iv. Whether the contract is for a fixed rate or variable rate;
- v. Whether the contract will automatically renew;
- vi. The length of the contract that the Consumer will be entering into; and
- vii. The terms and conditions of any rebates, rewards programs, or other promotional offers.

IV. Training Policies and Procedures

19. The following provisions regarding training policies and procedures shall be implemented no later than thirty (30) days before Direct resumes marketing electricity supply in the State of Illinois.

- (a) Direct shall develop and implement, to the extent not already properly developed or implemented, training policies and procedures designed to ensure that all sales representatives marketing on behalf of Direct in the State of Illinois comply with this Consent Decree, including sales representatives from a third-party vendor.
- (b) Direct's training policies and procedures shall include, but not be limited to:
 - i. Training of all sales representatives prior to those representatives conducting any marketing activities on behalf of Direct;
 - ii. Quarterly training of all sales representatives conducting any marketing activities on behalf of Direct;
 - iii. Maintenance of written records by Direct of the completion of required training by all sales representatives;

- iv. Direct's procedures for regular auditing of sales representatives' activities including, but not limited to, telemarketing and in-person solicitations;
- v. Direct's procedures for reviewing and taking appropriate action in response to complaints made regarding the activities of sales representatives;
- vi. Direct's procedures for taking appropriate remedial action in response to third-party vendors and sales representatives who are non-compliant with state or local laws, ordinances, or regulations, or the terms of this Consent Decree. Specifically, if Direct becomes aware that any sales agent of any third-party vendor did not comply with the terms of this Consent Decree, then Direct will require the third-party vendor to timely (within three days) provide the sales agent with a warning. If the sales agent violates the terms of this Consent Decree a second time during the next six months, then Direct will require the third-party vendor to permanently remove the sales agent from Direct's Illinois sales campaign. If Direct notifies a third-party vendor four times in six months that any of its sales agents must be permanently removed from Direct's Illinois sales campaign, then Direct shall immediately instruct the third-party vendor to permanently cease marketing on behalf of Direct in Illinois.

(b) Direct's telemarketing training materials shall include the following language:

- i. "At the beginning of the call, you must ask the customer for his or her consent to the solicitation. If the customer does not expressly consent, you must end the call."
- ii. "At the beginning of the call, you must state that the purpose of the call is to offer the consumer the opportunity to switch his or her electricity supplier from [name of the public utility, *i.e.*, Ameren or ComEd] to Direct Energy."

(c) Direct shall review the training policies and procedures as necessary, or whenever there is a change in applicable law that affects the terms of this Consent Decree, and at least annually, and shall update such training policies and procedures as necessary.

20. Direct shall implement measures designed to ensure that all third-party vendors comply with the terms of this Consent Decree as implemented in the training policy and procedures, and in accordance with Paragraph 19(b)(vi) above. Direct shall incorporate into its contracts with all third-party vendors that provide services for Direct's marketing and business in Illinois a provision requiring compliance with the terms of this Consent Decree and ability of Direct to terminate the contract if the third-party vendor violates any provision of the Consent Decree.

V. Restitution

21. Direct shall refund nine million, three hundred seventy thousand, nine hundred twenty-seven dollars and eight cents (\$9,370,927.08) (the "Total Refund Amount") as set forth

herein to certain current and former residential customers in Illinois with unique utility account numbers who were enrolled by Direct between June 1, 2013 and the Effective Date of this Consent Decree and received residential electric supply service from Direct during that time period ("Eligible Customers"). The allocation and distribution of refund amounts to Eligible Customers shall be determined at the discretion of the Illinois Attorney General's Office.

22. Direct shall also pay seven hundred fifty thousand dollars (\$750,000.00) ("Settlement Administration & Monitoring Costs") as set forth herein to cover the costs of: (a) settlement administration and (b) the Third-Party Monitor described in Paragraph 34, *infra*.

23. The State of Illinois shall contract with a third-party settlement administrator of its choosing who shall create a Qualified Settlement Fund pursuant to instructions provided by the Attorney General to facilitate payment of: (a) the Total Refund Amount to Eligible Customers and (b) Settlement Administration & Monitoring Costs.

24. Within sixty (60) calendar days of the Effective Date, Direct shall deposit the Total Refund Amount and the Settlement Administration & Monitoring Costs (which collectively total \$10,120,927.08) into the Qualified Settlement Fund described in the preceding paragraph.

25. Within sixty (60) calendar days of the Effective Date, Direct shall provide the Settlement Administrator with the Eligible Customers' relevant contact information. Direct shall make available to the Settlement Administrator any information relating to refunds to Eligible Customers within fourteen (14) days of the Settlement Administrator's request.

26. To facilitate refunds to Eligible Customers, Direct will continue to cooperate with the Attorney General and the Settlement Administrator to provide information—including customer account details, total cumulative kilowatt hours of electricity supply service that flowed to individual customers, and other classifications—necessary for the Attorney General to

determine the number and identity of Eligible Customers as well as the formula, to be determined at the sole discretion of the Attorney General, to divide the Total Refund Amount between those Eligible Customers who will receive refunds distributed by the settlement administrator ("Customer Refund"). The Customer Refund shall not be reduced by any refunds, payments, rebates, rewards, or other promotional offers redeemed by the Eligible Customer.

27. If Customer Refund checks remain uncashed six months after being issued by the Settlement Administrator, the Settlement Administrator will conduct skip tracing to confirm the Eligible Customer's correct address and resend the check to that address, if different from the original address used. Then, if Customer Refund checks remain uncashed after an additional six months, then those checks shall be voided, and the Settlement Administrator shall direct such funds to be deposited with the State of Illinois Unclaimed Funds and such funds shall be distributed in accordance with the Revised Uniform Unclaimed Property Act, 765 ILCS 1026/15-101 *et seq.*

28. After all required administration and monitoring activities are completed, any funds allocated for Settlement Administration & Monitoring Costs remaining in the Qualified Settlement Fund shall go to the Attorney General Court Ordered and Voluntary Compliance Payment Projects Fund. Such funds shall be used by the Illinois Attorney General for any of the purposes set forth in Section 7(e) of the Consumer Fraud Act, 815 ILCS 505/7(e).

29. The Settlement Administrator shall keep track of Customer Refund checks that were issued to and cashed by Eligible Customers. Beginning ninety (90) days after the Effective Date until all Customer Refunds have been issued ("Customer Refund Reporting Period"), the Settlement Administrator will submit a report every ninety (90) days to the Attorney General

identifying all Customer Refund checks issued. The report shall contain, at a minimum the following information:

- (a) the number of Eligible Customers for whom Customer Refund checks have been issued;
- (b) the total monetary amount of Customer Refund checks issued;
- (c) the number and total monetary amount of Customer Refund checks that were returned to Direct, or the settlement administrator, by the USPS as undeliverable;
- (d) the number and total monetary amount of cancelled Customer Refund checks (*i.e.*, the number and total amount of Customer Refund checks presented for payment and paid ("Total Refunds Paid"));
- (e) the number and total monetary amount of outstanding Customer Refund checks (*i.e.*, the number and total amount of Customer Refund checks that have not been presented for payment or paid); and
- (f) the names, telephone numbers, and last known addresses of all Eligible Customers whose Customer Refunds have not been cashed.

VI. Payment of Fees and Costs to Special Assistant Attorneys General

30. Additionally, within thirty (30) calendar days of the Effective Date, Direct shall pay the amount of one million seven hundred eighty-six thousand forty-five dollars and 96 cents (\$1,786,045.96) to Miner, Barnhill & Galland, P.C. ("MBG"), pursuant to Section 2.1 of the Special Assistant Attorneys General's Retainer Agreement with the Attorney General's Office, which sum shall represent the Special Assistant Attorneys General's attorneys' fees in this matter. This amount shall be paid pursuant to wire transfer instructions provided by MBG, who will

ensure that the fees are divided among the three firms appointed as Special Assistant Attorneys General pursuant to their agreement.

31. Additionally, within thirty (30) calendar days of the Effective Date, Direct shall pay ninety-three thousand twenty-six dollars and 96 cents (\$93,026.96) to Miner, Barnhill & Galland, P.C., pursuant to Section 2.1 of the Special Assistant Attorneys General's Retainer Agreement with the Attorney General's Office, which sum shall represent the Special Assistant Attorneys General's costs. This payment shall be paid pursuant to wire transfer instructions provided by MBG, who will ensure the amount is divided among the three firms appointed as Special Assistant Attorneys General pursuant to their agreement.

32. Direct is not entitled to any further accounting of the monetary payments required by this Consent Decree.

VII. Compliance Reporting

33. During the Monitoring Period, Direct shall notify the Attorney General of any changes in structure of Direct or any business entity that Direct directly or indirectly controls, or has an ownership interest in, that may affect compliance obligations arising under this Consent Decree, including, but not limited to: incorporation or other organization; a dissolution, assignment, sale, merger, reorganization, or other action; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Consent Decree; or a change in the business name or address within sixty (60) days of such change.

34. Additionally, at least thirty (30) days prior to the date that Direct resumes marketing electricity supply in Illinois during the Monitoring Period, the Attorney General shall hire a Third-Party Monitor ("Monitor"), to oversee Direct's compliance with the injunctive provisions of this Consent Decree. Direct and the Attorney General will confer regarding the

selection of the Monitor but the Attorney General will have the sole authority to make the choice of Monitor. The Monitor shall be tasked with providing reports to the Attorney General's office and Direct regarding Direct's compliance with this Consent Decree.

35. The Monitor shall have access to all of Direct's non-privileged documents and information, including any documents, records, or information held by third parties engaged in providing services to Direct, reasonably necessary to determine Direct's compliance with the terms of this Consent Decree, including the ability to interview employees.

36. If at any time the Monitor believes that there is undue delay, resistance, interference, limitation, or denial of access to any records or employee deemed necessary by the Monitor to implement or review compliance with this Decree, the Monitor shall meet and confer with a designated Direct official. If the Monitor cannot resolve such limitation or denial, it shall be immediately reported to the Attorney General.

37. If Direct resumes selling electricity supply in the State of Illinois during the Monitoring Period, Direct shall provide bi-annual written reports to the Monitor, which are true and accurate and sworn to under penalty of perjury, setting forth in detail the manner and form in which it has complied and is complying with this Consent Decree, including but not limited to a reasonably detailed description of all compliance and monitoring activity taken by Direct pursuant to Section III of this Consent Decree. Direct shall issue its first report within one hundred eighty (180) days of Direct resuming electric supply in the State of Illinois and shall continue to issue reports every one hundred eighty (180) days thereafter during the Monitoring Period.

38. As evidence of Direct's compliance with this Consent Decree, ninety (90) days following the commencement of marketing by Direct and every ninety (90) days thereafter for a

period of two years, Direct shall provide to the Monitor recordings of fifty (50) sales calls to Consumers pursuant to a process established by the Monitor. At the sole discretion of the Monitor, the Monitor may request, and Direct shall provide, additional recordings.

39. During the Monitoring Period, the Monitor shall provide reports, bi-annually, to the Attorney General's Office and to Direct about Direct's compliance with the terms of the Consent Decree, including whether the Monitor has determined that Direct violated any provision of the Consent Decree. The Monitor reports will not constitute presumptive or prima facie compliance with or violation of this Consent Decree or the law.

VIII. Record-Keeping Provisions

40. During the Monitoring Period, Direct shall maintain the following business records demonstrating compliance with the terms and provisions of this Consent Decree:

- (a) All scripts written, approved, or distributed by or for Direct for the use of solicitation to Consumers;
- (b) Records reflecting all steps Direct has taken to train and monitor third-party vendors and vendors' representatives selling to Consumers;
- (c) All complaints received by Direct from Consumers;
- (d) A list of all vendors, including their contact information, who were provided a copy of this Consent Decree as required by Section IX;
- (e) All call recordings of sales solicitations made by Direct or its agents to Illinois Consumers;
- (f) The following information for each Consumer enrolled by Direct during the Monitoring Period: name, address, telephone number, date of enrollment,

method of solicitation (e.g., telemarketing, door-to-door sales, etc.), and
identity of enrolling vendor and agent; and

(g) Direct's sales data and rates charged to its customers.

During the Monitoring Period, in addition to providing information required by this Decree, Direct shall make such records available to the Monitor within thirty (30) days of the receipt of a written request.

IX. Distribution of Consent Decree

41. Direct must deliver a copy of the Consent Decree to (1) all of its principals, officers, directors, and managers; (2) all of its employees, agents, Illinois third-party sales vendors, and representatives who engage in conduct related to solicitation of Consumers, including, but not limited to, all employees and third-party vendors who are involved in any way with Consumer complaints or who are involved in the hiring, training, or monitoring of Illinois third-party vendors or vendors' representatives. For Direct's current personnel, delivery shall be within ten (10) business days of the Effective Date of this Consent Decree. For third-party sales vendors and representatives marketing to Consumers on Direct's behalf, delivery shall be within thirty (30) days of service of the Effective Date of this Consent Decree for any current vendors and prior to the beginning of any solicitations for any future vendors for a period of five (5) years. Direct shall provide an attestation, which is true and accurate and sworn to under penalty of perjury, stating that it has delivered the Consent Decree to the applicable parties.

X. Conflicts

42. If a state or federal entity enacts or promulgates legislation, regulations, or rules with respect to matters governed by these terms that Direct believes creates a conflict with any of these terms such that compliance with this Consent Decree and the newly promulgated

legislation, regulation, or rule becomes impossible, Direct shall notify the Attorney General. The parties shall meet and confer in good faith to attempt to resolve any disagreement regarding the potential conflict and may modify this agreement as appropriate and agreed to by both parties.

XI. Notice of Potential Noncompliance

43. If the Attorney General determines that Direct is potentially in violation of any provisions of this Consent Decree, and in the Attorney General's sole discretion the potential violation does not threaten the health or safety of the citizens of the state of Illinois and/or does not create an emergency requiring immediate action, the Attorney General shall notify Direct in writing as soon as reasonably practicable of the potential violation and Direct shall thereafter have thirty (30) calendar days from receipt of such written notice, or such additional time as Direct and the Attorney General agree to in writing, to provide a good faith written response to the Attorney General's determination. The written response shall include (A) a statement explaining why Direct believes it is in compliance with this Consent Decree; or (B) a detailed explanation of how the alleged violation(s) occurred, and (i) a statement that the alleged violation has been addressed and how, or (ii) a statement that the alleged violation cannot be reasonably cured within thirty (30) days from receipt of the notice, but that (a) Direct has begun to take corrective action(s) and how, (b) Direct is pursuing such corrective action(s) with reasonable diligence, and (c) Direct has provided the Attorney General with a reasonable timetable for addressing the alleged violation.

44. Nothing herein shall be construed to exonerate any failure to comply with any provision of this Consent Decree after the Effective Date, or to compromise the authority of the Attorney General to initiate a proceeding for any failure to comply with this Consent Decree, provided the Attorney General first complies with the procedures in the preceding paragraph.

XII. Circumvention

45. Direct shall not cause or encourage third parties, nor knowingly permit third parties acting on its behalf, to engage in practices from which Direct is prohibited by this Consent Decree.

46. If Direct changes its name or forms a different entity to perform services covering the acts and practices alleged in the Complaint, such entity shall comply with the terms of this Consent Decree.

XIII. No Reliance on Outside Representations

47. The parties represent and warrant that in making their decision to enter into this Consent Decree they have been represented by their own counsel, or have freely chosen to forego representation by counsel, and that they have not, except as herein stated, relied upon any express or implied representations of the other's agents or representatives concerning any matter related to this Consent Decree. The parties acknowledge that they either: (a) have fully obtained whatever information and advice they desire regarding the effect of this Consent Decree; or (b) are willing to go forward with this Consent Decree without that information or advice and to assume whatever risks that decision may entail.

XIV. Entire Agreement/No Reliance

48. This Consent Decree and any exhibits hereto embody the entire agreement between the parties with regard to the matters herein, with any and all prior written or oral representations or agreements in any form, including any and all correspondence, conversations, or memorandum, superseded and merged herein and replaced hereby. No representations, inducements, promises, or agreements have been made by any party, or anyone acting on behalf of any party, which are not contained within this Consent Decree. The parties, therefore, warrant

and represent that they are relying solely upon the terms herein when entering into this Consent Decree and are not relying upon any other information, representation, inducement, promise, or agreement, no matter what form. No change to this Consent Decree may be effected without the written consent of authorized representatives of the parties.

XV. No Condition Precedent

49. The parties warrant and represent that no conditions precedent and no promises, inducements, or agreements not stated herein have been made to them in connection with this Consent Decree relating to the matters herein.

XVI. Releases by the Attorney General

50. As of the Effective Date, the Attorney General shall release and discharge Direct and its directors, officers, and employees and NRG Energy, Inc., and its directors, officers and employees, from all civil claims that the Attorney General could have brought based on the acts and practices engaged in by Direct as alleged in the Complaint through the Effective Date. For the avoidance of doubt, nothing herein releases NRG Energy, Inc., or its directors, officers and employees from civil claims arising out of acts and practices engaged in by subsidiaries of NRG Energy, Inc., other than Direct. Nothing contained in this paragraph shall be construed to limit the ability of the Attorney General to enforce the obligations that Direct has under this Consent Decree. This Consent Decree does not bind any other offices or agencies of the State of Illinois, and this Consent Decree shall not be construed to, nor does it, resolve or preclude any other action, civil, criminal or administrative, which may be pending or may subsequently be brought by another officer or agency of the State of Illinois.

XVII. Releases by Direct

51. As of the Effective Date, Direct shall release and discharge the Attorney General and each and all of its officers, agents, employees, and servants, including Special Assistant Attorneys General, from any claims (including attorneys' fees, costs, and expenses of any kind and however denominated) that Direct has asserted, could have asserted, or may assert in the future against the Attorney General and its agencies, divisions, entities, officers, agents, employees, and servants related to the conduct falling within the scope of the releases granted by the Attorney General in the preceding paragraph of this Consent Decree and the investigation and prosecution thereof by the Attorney General.

XVIII. Authorization

52. The undersigned representative for each party certifies that he or she is fully authorized by the party he or she represents to enter into the terms and conditions of this Consent Decree and to legally bind the party that he or she represents to this Consent Decree.

XIX. Miscellaneous

53. Jurisdiction is retained by this Court for the purpose of enforcing this Consent Decree.

54. This Consent Decree may be executed in counterparts, which, when taken together, shall constitute one agreement.

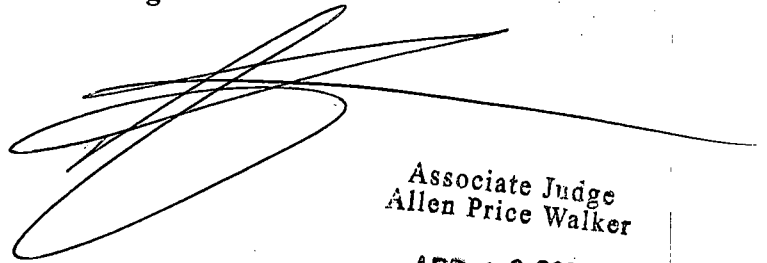
55. The terms of this Consent Decree shall expire five years after the entry of this Consent Decree, except for Sections III. Injunctive Relief, IV. Training Policies and Procedures and XI. Notice of Potential Noncompliance, which shall not expire, and Sections VII. Compliance Reporting, and VIII. Record-Keeping Provisions, which shall extend for the length

of the Monitoring Period, even if the Monitoring Period extends more than five years after the entry of this Consent Decree.

56. Notices required under this agreement shall be sent by U.S. Mail and e-mail to the following addresses:

For the Attorney General	For Direct Energy
Susan Ellis Chief, Consumer Protection Division Office of the Illinois Attorney General 115 S. LaSalle, 26 th Fl. Chicago, IL 60603 susan.ellis@ilag.gov	Brian Curci Legal Dept. Direct Energy Services, LLC 804 Carnegie Center Dr. Princeton, NJ 08540 Molly K. McGinley Honigman, LLP 321 N. Clark St., Ste. 500 Chicago, IL 60654-4769 mmcginley@honigman.com

- Signatures on Next Page -



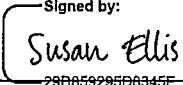
Associate Judge
Allen Price Walker

APR 16 2025

Circuit Court-2071

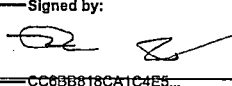
APPROVED:

PEOPLE OF THE STATE OF ILLINOIS
BY KWAME RAOUL, ATTORNEY GENERAL

By:  Signed by:
Susan Ellis
Chief, Consumer Protection Division
Office of the Illinois Attorney General
115 S. LaSalle, 26th Fl.
Chicago, IL 60603
susan.ellis@ilag.gov

APPROVED:

DIRECT ENERGY SERVICES, LLC

By:  Signed by:
Rasesh Patel
President, Direct Energy Services, LLC
910 Louisiana St.
Houston, TX 77002
rasesh.patel@vivint.com

DATE ENTERED: _____ JUDGE _____

Appendix A to Consent Decree (Notice to Eligible Former Customers)

[Date]

Re: Notice of Settlement Agreement with the Illinois Attorney General

Dear Former Direct Energy Customer:

Direct Energy Services, LLC ("Direct Energy") was previously the alternative retail electric supplier that supplied your electricity. It is an independent company not affiliated with your public utility, [insert name of public utility]. Direct Energy recently settled claims brought against it by the Illinois Attorney General relating to Direct Energy's marketing practices. Direct Energy did not admit fault as part of the settlement and no court has made any finding of liability. As a former Direct Energy customer, you are eligible for a refund in the amount of [insert total payment] as part of the settlement. A check totaling that amount is included with this letter. **THE CHECK WILL BE VOID IF YOU DO NOT CASH OR DEPOSIT IT WITHIN 180 DAYS.**

If you have any questions or concerns relating to this notice, you may reach Direct's Customer Service at: [INSERT]. You may also contact the Office of the Illinois Attorney General at: (800) 386-5438 or (800) 964-3013 (TTY) or the Special Assistant Attorneys General representing the Attorney General at (773) 382-1977.

Appendix B to Consent Decree (Notice to Eligible Current Customers)

[Date]

Re: Notice of Settlement Agreement with the Illinois Attorney General

Dear Direct Customer:

Direct Energy Services, LLC ("Direct Energy") is the alternative retail electric supplier that supplies your electricity. It is an independent company not affiliated with your public utility, [insert name of utility] Direct Energy recently settled claims brought against it by the Illinois Attorney General relating to Direct Energy's marketing practices. Direct Energy did not admit fault as part of the settlement and no court has made any finding of liability. As a Direct Energy customer, you are eligible for a refund in the amount of [insert total payment] as part of the settlement. A check totaling that amount is included with this letter. **THE CHECK WILL BE VOID IF YOU DO NOT CASH OR DEPOSIT IT WITHIN 180 DAYS.**

We value you as a current customer and know that your continued relationship with Direct Energy is your choice. If you take no action, you will remain a customer of Direct Energy under the terms of your current contract. Alternatively, you may choose to have [insert name of utility] or any other supplier supply your electricity instead of Direct Energy at any time, pay no termination fee for doing so, and still receive your full refund under this settlement via a check. You can terminate your contract with Direct Energy by calling (800) 917-9133.

We thank you for being a Direct Energy customer. If you have any questions or concerns relating to this notice you may reach Direct Energy's Customer Service at: [INSERT]. You may also contact the Office of the Illinois Attorney General at:(800) 386-5438 or (800) 964-3013 (TTY) or the Special Assistant Attorneys General representing the Attorney General at (773) 382-1977.