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**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK**

SCOTT LAZAREK AND HENRY BRETON,

**Individually and on Behalf of All Others Similarly
Situated,**

Plaintiffs,

v.

**AMBIT ENERGY HOLDINGS, LLC, AMBIT NEW
YORK, LLC, and AMBIT NORTHEAST, LLC,**

Defendants.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiffs Scott Lazarek and Henry Breton (“Plaintiffs”), by their attorneys Wittels Law, P.C, bring this action in their individual capacity, and on behalf of a class of persons defined below, against Defendants Ambit Energy Holdings, LLC, Ambit New York, LLC, and Ambit Northeast, LLC and hereby allege the following with knowledge as to their own acts, and upon information and belief as to all other acts:

OVERVIEW OF DEFENDANT AMBIT’S DECEPTIVE PRACTICES

1. Seizing on the nation’s push to deregulate retail energy markets and provide consumers with alternatives to traditional utilities like Rochester Gas and Electric in New York, independent energy service companies like Defendant Ambit Energy¹ (called “ESCOs”) have grown rapidly. Founded in 2006, Ambit Energy has quickly become one of the nation’s largest ESCOs. Based in Dallas, Texas Ambit now serves over 1 million electric and natural gas customers in 14 states and the District of Columbia, 94% of whom are residential customers like Plaintiffs. While claiming on its website that customers “are choosing Ambit Energy as the best choice in energy today,” the fast-growing venture neglects to mention that by choosing Ambit, customers enrolled in Ambit’s “budget billing” plans can find themselves saddled with hundreds of dollars in hidden, illegal fees.

2. Ambit markets itself as a less-expensive alternative to existing utilities, telling potential customers to “stop paying too much for electricity.” Unfortunately, customers who switch find just the opposite – and end up actually paying way too much for energy. Ambit’s budget billing plan, which it offers to consumers in several markets across the United States, is a

¹ “Ambit Energy” or “Ambit” is how this giant private company holds itself out to the general public. Ambit, *available at* <http://ww2.ambitenergy.com>. Upon information and belief, the operations of the corporate defendants are directed by Ambit Energy Holdings, LLC. All Defendants are hereafter collectively referred to as Defendant “Ambit Energy,” Defendant “Ambit” or the “Company,” unless otherwise specified.

prime example. Rather than helping customers manage their energy charges, Ambit's budget billing plan breaks customers' budgets with hidden charges.

3. Ambit's website states that the energy company calculates the average monthly amount owed by a budget billing customer and then bills the customer a set monthly rate based on the average rate. Ambit's budget billing customers pay only the set rate, but if their energy costs are higher than the average rate billed these customers will carry a balance.

4. Ambit touts its budget billing program as a "convenient way[] to help you budget your household expenses and avoid the highs and lows of the usual energy bill." The truth is, however, that Ambit's budget billing plans mask the company's exorbitant energy rates by (1) failing to inform customers that their budget payments are not covering all amounts due, and misrepresenting the balance customers actually owe, and/or (2) adding additional budget billing "settlement" charges on customers' final bills that are in addition to any balance owed. As a result, unsuspecting budget billing consumers like Plaintiffs Lazarek and Breton pay Ambit's monthly bills without knowing that they are accumulating additional fees that Ambit later springs on its customers.

5. Ambit's budget billing practices violate not only the consumer protection laws of New York (G.B.L. § 349) and Maryland (MD. CODE COM. LAW § 13-303, *et seq.*), but also a newly-enacted consumer protection statute targeting abuse in the ESCO market: New York's Energy Services Company Consumers Bill of Rights, G.B.L. § 349-d. The law's drafters explicitly recognized that New York's new energy consumer protection law would help "weed out companies whose business model is based on taking unfair advantage of consumers." N.Y. Sponsors Mem., 2009 A.B. 1558, at 1 (2009) annexed hereto as Ex. 1.

6. Plaintiffs bring this action on behalf of themselves and a Class of Ambit customers similarly harmed and described below. Plaintiffs seek, *inter alia*, a refund of overcharges, statutory damages, treble damages up to ten thousand dollars, injunctive and

declaratory relief, and attorneys' fees and costs.

7. Only through a class action can the Company's customers remedy Ambit's ongoing wrongdoing. Because the monetary damages suffered by each customer are small compared to the much higher cost a single customer would incur in trying to challenge Ambit's unlawful practices, it makes no financial sense for an individual customer to bring his or her own lawsuit. Further, many customers don't even realize they are victims of Ambit's deceptive conduct.

8. With this class action, Plaintiffs and the Class seek to level the playing field and make sure that companies like Ambit engage in fair and upright business practices. Plaintiffs therefore seek equitable relief in addition to monetary damages. Plaintiffs ask that the Court declare Defendants' business practices impermissible, enjoin Defendants from continuing their dishonest practices, require that Defendants return all misappropriated monies, and compensate Plaintiffs and the Class for all damages suffered as a result of Defendants' deceptive acts.

PARTIES

9. **Plaintiff Scott Lazarek** is a citizen of New York and resides in Rochester, New York. Plaintiff Lazarek was an Ambit customer from approximately February 2012 to August 2014.

10. **Plaintiff Henry Breton** is a citizen of Maryland and resides in Ellicott City, Maryland. Mr. Breton was an Ambit customer from approximately February 2013 to February 2015.

11. Ambit's website tells the story of how Ambit's co-founders Jere Thompson, Jr. and Chris Chambless formed their energy enterprise in 2006 after "a friendly chat about energy deregulation over turkey sandwiches" (<http://ww2.ambitenergy.com/about-ambit-energy>).

12. Since 2006, the energy operation has been known to the public as "Ambit," which the two founders have operated through a tangled web of interrelated Ambit-labeled energy

companies. All of the Ambit affiliated and subsidiary companies are based out of the same downtown Dallas address, 1801 N. Lamar Street, Suite 200, including the Defendant Ambit companies responsible for the unlawful conduct that harmed Plaintiffs.

13. **Defendant Ambit Energy Holdings, LLC** is a Texas citizen, and headquartered at the downtown Dallas location.² Upon information and belief, Defendant Ambit Energy Holdings, LLC is the primary actor responsible for the deceptive and unlawful conduct that harmed Plaintiffs.

14. At all relevant times, Defendant Ambit Energy Holdings, LLC, individually and through the various Defendant Texas-based entities that serve as its operating companies, agents, or departments, marketed, sold, and supplied electricity and natural gas to Plaintiffs and hundreds of thousands of other New York and Maryland consumers in the service territories of various incumbent energy suppliers in New York, Maryland, and at least twelve other states and the District of Columbia. These suppliers in New York include Con Edison, National Grid, New York State Electric and Gas, Rochester Gas and Electric, Orange & Rockland, Central Hudson and National Fuel Gas. In Maryland, the incumbent energy suppliers are Baltimore Gas and Electric, Pepco, Delmarva Power, Potomac Edison, and Washington Gas.

15. **Defendant Ambit New York, LLC** is a New York limited liability company, and is a wholly owned subsidiary of Defendant Ambit Energy Holdings, LLC. Like the other Texas-

² **Defendant Ambit Energy Holdings, LLC** is a limited liability corporation. Its citizenship is thus determined by its sole managing member, another Texas limited liability company called *Ambit Holdings, LLC*. This managing member in turn has as its own sole managing member a Texas corporation called *Ambit Systems, Inc.* Both managing members *Ambit Holdings, LLC* and *Ambit Systems, Inc.* are headquartered and have their principal place of business at the North Lamar Street address in Dallas. See the following attached documents all filed with the Texas Secretary of State and incorporated herein by reference: Exhibit 2, Public Information Report for *Ambit Holdings, LLC*; Exhibit 3, Public Information Report for *Ambit Systems, Inc.*; and Exhibit 4, *Ambit Systems, Inc.*'s Certificate of Formation, which lists Jere W. Thompson as the sole member of the initial Board of Directors, and the company's initial registered agent. Mr. Thompson is also Defendant Ambit Energy Holdings LLC's registered agent – see attached Exhibit 5, Public Information Report.

based Ambit entities named as Defendants in this action, Ambit New York, LLC is headquartered in the same Dallas office as the other Defendants and is run by the same executive team. The location of Ambit New York, LLC's registered agent is likewise Suite 200 at 1801 N. Lamar Street in Dallas.

16. Defendant Ambit New York, LLC billed Plaintiff Lazarek for the gas and electricity he purchased from Ambit. Upon information and belief, however, Defendant Ambit Energy Holdings, LLC is the entity that caused the unlawful representations on Mr. Lazarek's bills, as Ambit's bills instruct consumers to call the holding company's Plano, Texas call center "with questions concerning your bill." Mr. Lazarek's bill also lists Defendant Ambit Energy Holding, LLC's website as a point of contact for communications concerning Ambit's billing. Defendant Ambit New York, LLC does not maintain a call center or website.

17. **Defendant Ambit Northeast, LLC** is a Delaware limited liability company with a principle place of business located at 1801 North Lamar Street, Suite 200, Dallas, Texas. Defendant Ambit Northeast, LLC, is also a wholly owned subsidiary of Defendant Ambit Energy Holdings, LLC and has the same executive team as the holding company.

18. At all relevant times Plaintiff Breton's energy bills stated that his gas was being supplied by Ambit Maryland, LLC. This entity however, changed its name to Ambit Northeast, LLC in July 2010. *See* Corporate Charter Approval Sheet and Articles of Amendment attached hereto as Ex. 6 (executed by co-founder Jere Thompson). Mr. Breton's bills also instruct consumers with questions about their bills to call Defendant Ambit Energy Holdings, LLC's Plano, Texas call center and incorrectly states that this phone number is owned by Ambit Maryland, LLC (which no longer exists). Like the New York Plaintiff's bills, Mr. Breton's bills provide Defendant Ambit Energy Holding, LLC's website as a point of contact.

19. Plaintiff Breton's bills also state that his electricity was being supplied by "Ambit Energy." While there is no corporate entity called "Ambit Energy," the last listed owner of the

Trademark “AMBIT ENERGY” is Defendant Ambit Energy Holdings, LLC’s sole member, Ambit Holdings, LLC. *See* attached Ex. 7, Federal Trademark Registration No. 3,443,624, incorporated herein by reference, stating that “AMBIT ENERGY” is for “distribution of energy, namely providing electrical energy and natural gas to residential and commercial users.” The bills also direct consumers with billing questions for “Ambit Energy” to call Defendant Ambit Energy Holdings, LLC’s call center.

JURISDICTION AND VENUE

20. This Court has jurisdiction over Plaintiff’s claims pursuant to 28 U.S.C. § 1332 (the “Class Action Fairness Act”).

21. This action meets the prerequisites of the Class Action Fairness Act, because the claims of the Class defined below exceeds the sum or value of \$5,000,000.00, the Class has more than 100 members, and diversity of citizenship exists between at least one member of the Class and Defendants.

22. This Court has personal jurisdiction over Defendants because they maintain sufficient contacts in this jurisdiction, including conducting business within the State of New York.

23. Venue is proper in this District pursuant to 28 U.S.C. § 1391(a)(1) & (2). Substantial acts in furtherance of the alleged improper conduct occurred within this District and Plaintiff Lazarek resides within this District.

FACTUAL ALLEGATIONS

I. The Deregulation of New York’s and Maryland’s Energy Markets

24. In 1996, New York deregulated the sale of retail gas and electricity and in 1999 Maryland followed suit. As a result of deregulation, consumers can purchase natural gas and/or electricity through third-party suppliers while continuing to receive delivery of the energy from their existing public utilities. These third-party energy suppliers are known as Energy Service

Companies (“ESCOs”). Following deregulation, ESCOs are subject to minimal regulation by a state’s utility regulator. ESCOs like Ambit do not have to file their rates with state utility regulators, or the method by which those rates are set.

25. If a customer switches to an ESCO, the customer will then have their energy “supplied” by the ESCO, but still “delivered” by their existing utility (in Rochester, typically RG&E). The customer’s existing utility continues to deliver the customer’s bills, which now include both the ESCOs energy supply as well as the utility’s delivery costs.

26. After a customer switches to an ESCO, the customer’s energy supply charge [based either on a customer’s kilowatt hour (electricity) or therm (gas) usage] is calculated using the supply rate charged by the ESCO and not the utility’s regulated rate. The supply rate charged is itemized on the customer’s bill as the number of kilowatt hours (“kWh”) or therms multiplied by the rate. For example, if a customer uses 145 kWh at a rate of 10.0¢ per kWh, the customer will be billed \$14.50 (145 x \$.10) for their energy supply.

II. Ambit’s Rapid Expansion

27. According to its website, Defendant Ambit Energy Holdings, LLC is “the fastest-growing company in the retail energy sector today.” In 2010, Inc. Magazine named Ambit the fastest growing private company in the United States. By 2013, Ambit’s annual revenue was \$1.2 billion. And by August 2014, Ambit had been listed by Inc. Magazine as one of the United States’ 5000 fastest growing companies five years in a row.

28. Defendants’ success, however, comes at the expense of consumers. Using deceptive and unconscionable business tactics, Ambit has taken advantage of deregulation and the resulting lack of oversight to saddle customers with hidden fees.

III. How Ambit’s Deceptive and Unlawful Budget Billing Practices Harmed Plaintiffs

29. Ambit uses at least two illegal tactics to assess its budget billing customers with additional, undisclosed fees. Under the first tactic, the energy company fails to tell customers

that their budget payments are not covering all amounts due, and misrepresents the balance customers owe. In the second scenario, Ambit adds additional budget billing “settlement” charges on customers’ final bills that are in excess of any balance owed.

30. **New York Plaintiff Scott Lazarek’s Budget Billing Issues:** Finally realizing that Ambit’s rates were much higher than those charged by RG&E, in the spring of 2014 Mr. Lazarek contacted Ambit and told the energy company that he wanted to switch back to his existing utility. In August 2014, Plaintiff received his final Ambit bill and was dismayed at Ambit’s charges (a total of \$1,002.55) and their impact on his family’s finances. To make matters worse, while both the gas and electric portions of Mr. Lazarek’s final bill showed that he owed Ambit a balance, the “settlement” charges Ambit imposed were larger than the balance owed.

31. For Mr. Lazarek’s electricity account, the difference between his actual costs over the prior year and the costs he had paid via budget billing were \$476.69. This balance was itemized on his bill as the “Budget Cumulative Difference.” Yet Ambit requested \$489.84, or an additional \$13.25. Likewise, the balance Ambit requested for its gas charges was also off, only much more so. The budget cumulative difference for Mr. Lazarek’s gas charges was \$267.74, yet Ambit listed his balance as \$588.51, an additional \$320.77.³ An image of the relevant portion of Mr. Lazarek’s final Ambit bill showing the improper billing is reproduced on the following page:

³ A portion of Ambit’s overbilling was offset by the unexplained “adjustments” applied to Mr. Lazarek’s account which totaled \$267.63 (\$200.65 for electricity and \$66.98 for gas). Nevertheless, even if these mysterious adjustments were related to Plaintiff’s budget billing balance, Ambit billed for and collected an additional \$66.39 that was not owed.

Electricity Supply Detail

Budget Cumulative Difference				476.69	
Actual costs year to date				3,736.46	
Budgets billed year to date				3,259.77	
Adjustment					-200.65
Budget billing settlement					489.84
Energy charge	1189	kwh	@	0.14859	176.67
Current Electricity Supply Charges					\$465.86

Natural Gas Supply Detail

Budget Cumulative Difference				267.74	
Actual costs year to date				1,558.57	
Budgets billed year to date				1,290.83	
Adjustment					-66.98
Budget billing settlement					588.51
Energy charge	17.6	therm	@	0.86135	15.16
Current Natural Gas Supply Charges					\$536.69

A full copy of Mr. Lazarek's final bill is also attached as Ex. 8.

32. By adding surprise "settlement" amounts onto Mr. Lazarek's bill, Ambit harmed Plaintiff financially in the amount of these unauthorized and unlawful overcharges. Ambit also caused harm to Plaintiff Lazarek insofar as it hid the true cost of its energy charges, thus allowing Ambit to charge Plaintiff Lazarek more than his existing utility would have without Mr. Lazarek realizing it.

33. **Maryland Plaintiff Henry Breton's Budget Billing Issues:** Like Plaintiff Lazarek, Mr. Breton eventually noticed that despite Ambit's promises of savings, his home energy bills were much higher than the price his local utility would have charged and by early 2015 Mr. Breton decided to cancel his Ambit account. Like Mr. Lazarek, Plaintiff Breton was stunned in February 2015 when he received his final Ambit bill (totaling \$1,518.14).

34. Mr. Breton's prior bills were usually in the range of \$250. While the line items on Mr. Breton's prior bills also stated that he was carrying a balance on his Ambit electricity account, the bill portions covering his gas consumption had *never* shown a balance. *See e.g.*, Breton January 2015 Bill, p. 2-3 attached hereto as Ex. 9 (showing only a balance of \$462.64 for Mr. Breton's electricity account); *see also* Breton December 2014 Bill, p. 2-3 attached as Ex. 10 (showing only electricity balance). Nevertheless, Mr. Breton's final February 2015 bill

contained a \$597.27 settlement charge for his gas account that was entirely unexpected and unexplained. Breton February 2015 Bill, p. 2-3 attached as Ex. 11. As would any reasonable consumer in his position, Mr. Breton thought that because there was no balance shown on his previous bills the budget billing amount was covering his gas usage. This is especially true given that the electric portions of his bills indicated a balance.

35. By adding a \$597.27 surprise settlement amount onto Mr. Breton's bill, Ambit harmed Plaintiff financially in the amount of this unauthorized and unlawful overcharge. Ambit also caused financial harm to Plaintiff Breton by hiding the true cost of its energy, thus preventing Mr. Breton from realizing sooner that Ambit's offerings were much more expensive than what his local utility would have charged.

CLASS ACTION ALLEGATIONS

36. Plaintiffs sue on their own behalf and on behalf of a Class for damages and injunctive relief under Rules 23(a), (b)(2), (b)(3), and (c)(4) of the Federal Rules of Civil Procedure.

37. The Class, preliminarily defined as three subclasses, is as follows:

- a. All Ambit customers in New York who were enrolled in a budget billing program from June 15, 2009 and thereafter (the "New York Subclass");
- b. All Ambit customers in Maryland who were enrolled in a budget billing program from June 15, 2012 and thereafter (the "Maryland Subclass"); and
- c. All Ambit customers in California, Connecticut, Delaware, Illinois, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Texas, Virginia and Washington, D.C who were enrolled in a budget billing program from [applicable state statute of limitations period] and thereafter (the "Multistate Subclass").

38. Excluded from the Subclasses are the officers and directors of Defendants, members of the immediate families of the officers and directors of Defendants, and their legal representatives, heirs, successors or assigns and any entity in which they have or have had a controlling interest. Also excluded are all federal, state and local government entities; and any

judge, justice or judicial officer presiding over this action and the members of their immediate families and judicial staff.

39. Plaintiffs do not know the exact size of the Subclasses (hereafter collectively the “Class” unless otherwise specified), since such information is in the exclusive control of Defendants. Plaintiffs believe, however, that based on the number of Ambit customers, the Class encompasses thousands of individuals whose identities can be readily ascertained from Defendants’ records. Plaintiffs also believe that both subclasses each have thousands of members. Accordingly, the members of the Class are so numerous that the joinder of all such persons is impracticable.

40. Plaintiffs are adequate class representatives. Their claims are typical of the claims of the Class and do not conflict with the interests of any other members of the Class. Plaintiffs and the other members of the Class were subject to the same or similar conduct. Further, Plaintiffs and the Class sustained substantially the same injuries and damages arising out of Defendants’ conduct.

41. Plaintiffs will fairly and adequately protect the interests of all Class members. Plaintiff has retained competent and experienced class action attorneys to represent their interests and those of the Class.

42. Questions of law and fact are common to the Class and predominate over any questions affecting only individual Class members, and a class action will generate common answers to the questions below, which are apt to drive the resolution of this action:

- a. Whether Defendants’ conduct violates New York General Business Law § 349-d;
- b. Whether Defendants’ conduct violates New York General Business Law § 349;
- c. Whether Defendants’ conduct violates Maryland’s Code of Commercial Law § 13-303, *et seq.*;
- d. Whether Defendants were unjustly enriched as a result of their conduct;

- e. Whether the Class members have been injured by Defendants' conduct;
- f. Whether, and to what extent, equitable relief should be imposed on Defendants to prevent them from continuing their unlawful practices; and
- g. The extent of class-wide injury and the measure of damages for those injuries.

43. A class action is superior to all other available methods for resolving this controversy because i) the prosecution of separate actions by Class members will create a risk of adjudications with respect to individual Class members that will, as a practical matter, be dispositive of the interests of the other Class members not parties to this action, or substantially impair or impede their ability to protect their interests; ii) the prosecution of separate actions by Class members will create a risk of inconsistent or varying adjudications with respect to individual Class members, which will establish incompatible standards for Defendants' conduct; iii) Defendants have acted or refused to act on grounds generally applicable to all Class members; and iv) questions of law and fact common to the Class predominate over any questions affecting only individual Class members.

44. Further, the following issues are also appropriately resolved on a classwide basis under Fed. R. Civ. P. 23(c)(4):

- a. Whether Defendants' conduct violates New York General Business Law § 349-d;
- b. Whether Defendants' conduct violates New York General Business Law § 349;
- c. Whether Defendants' conduct violates Maryland's Code of Commercial Law § 13-303, *et seq.*;
- d. Whether Defendants were unjustly enriched as a result of their conduct; and
- e. Whether, and to what extent, equitable relief should be imposed on Defendants to prevent them from continuing their unlawful practices;

45. Accordingly, this action satisfies the requirements set forth under Fed. R. Civ. P. 23(a), 23(b), and 23(c)(4).

CAUSES OF ACTION

COUNT I

NEW YORK GENERAL BUSINESS LAW § 349-d(3)

(ON BEHALF OF THE NEW YORK SUBCLASS)

46. Plaintiff Lazarek re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

47. Plaintiff brings this claim under New York General Business Law § 349-d(3) on his own behalf and on behalf of each member of the New York Subclass who was an Ambit customer on or after June 15, 2012.

48. N.Y. G.B.L. § 349-d(3) provides that “[n]o person who sells or offers for sale any energy services for, or on behalf of, an ESCO shall engage in any deceptive acts or practices in the marketing of energy services.”

49. Defendants Ambit Energy Holdings, LLC and Ambit New York, LLC offer for sale energy services for and on behalf of an ESCO.

50. N.Y. G.B.L. § 349-d(10) provides that “any person who has been injured by reason of any violation of this section may bring an action in his or her own name to enjoin such unlawful act or practice, an action to recover his or her actual damages or five hundred dollars, whichever is greater, or both such actions. The court may, in its discretion, increase the award of damages to an amount not to exceed three times the actual damages up to ten thousand dollars, if the court finds the defendant willfully or knowingly violated this section. The court may award reasonable attorney’s fees to a prevailing plaintiff.”

51. Further, any purported waiver by Plaintiff of the rights afforded by Section 349-d is void and unenforceable. N.Y. G.B.L. § 349-d(8).

52. These Defendants have engaged in, and continue to engage in, deceptive acts and practices in violation of N.Y. G.B.L. § 349-d(3) by adding additional budget billing settlement

charges on customers' final bills that are in excess of any balance owed, and failing to disclose the actual balance that customers owe under the budget billing plan. Defendants also failed to inform customers that the budget billing payments made were not covering all energy charges owed. Finally, Defendants violated N.Y. G.B.L. § 349-d(3) by using these hidden charges to disguise the fact that Ambit's rates are much higher than those charged by consumers' existing utilities.

53. The aforementioned acts are willful, unfair, unconscionable, deceptive, and contrary to the public policy of New York, which aims to protect consumers.

54. As a direct and proximate result of these Defendants' conduct, Plaintiff Lazarek and the New York Subclass have suffered injury and monetary damages in an amount to be determined at the trial of this action but not less than \$500.00 for each violation, such damages to be trebled, plus attorneys' fees.

55. Plaintiff Lazarek and the other members of the New York Subclass further seek an order enjoining these Defendants from undertaking any further unlawful conduct. Pursuant to N.Y. G.B.L. § 349-d(10), this Court has the power to award such relief.

COUNT II

NEW YORK GENERAL BUSINESS LAW § 349

(ON BEHALF OF THE NEW YORK SUBCLASS)

56. Plaintiff Lazarek re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

57. Plaintiff Lazarek brings this claim under N.Y. G.B.L. § 349 on his own behalf and on behalf of each member of the New York Subclass who was an Ambit customer on or after June 15, 2012.

58. N.Y. G.B.L. § 349 prohibits "[d]eceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in this state."

59. The acts of Ambit Energy Holdings, LLC and Ambit New York, LLC described herein are consumer-oriented in that they are directed at members of the consuming public.

60. These Defendants have engaged in, and continue to engage in, deceptive acts and practices in violation of N.Y. G.B.L. § 349 by adding additional budget billing settlement charges on customers' final bills that are in excess of any balance owed, and failing to disclose the actual balance that customers owe under the budget billing plan. Defendants also failed to inform customers that the budget billing payments made were not covering all energy charges owed. Finally, Defendants violated N.Y. G.B.L. § 349 by using these hidden charges to disguise the fact that Ambit's rates are much higher than those charged by consumers' existing utilities.

61. The aforementioned acts are willful, unfair, unconscionable, deceptive, and contrary to the public policy of New York, which aims to protect consumers.

62. As a direct and proximate result of these Defendants' unlawful deceptive acts and practices, Plaintiff Lazarek and the New York Subclass have suffered injury and monetary damages in an amount to be determined at the trial of this action but not less than \$50.00 for each violation, such damages to be trebled, plus attorneys' fees.

63. Plaintiff Lazarek and the other members of the New York Subclass further seek equitable relief against Ambit Energy Holdings, LLC and Ambit New York, LLC. Pursuant to N.Y. G.B.L. § 349, this Court has the power to award such relief, including but not limited to, an order declaring these Defendants' practices as alleged herein to be unlawful, an order enjoining these Defendants from undertaking any further unlawful conduct, and an order directing these Defendants to refund to Plaintiff and the Class all amounts wrongfully assessed, collected, or withheld.

COUNT III

MARYLAND CONSUMER PROTECTION ACT

(ON BEHALF OF THE MARYLAND SUBCLASS)

64. Plaintiff Breton re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

65. Plaintiff Lazarek brings this claim under Maryland's Consumer Protection Act, MD. CODE, COM. LAW § 13-101 *et seq.* (the "MCPA") on his own behalf and on behalf of each member of the Maryland Subclass who was an Ambit customer on or after June 15, 2012.

66. The acts of Ambit Energy Holdings, LLC and Ambit Northeast, LLC described herein are consumer-oriented in that they are directed at members of the consuming public.

67. These Defendants have engaged in, and continue to engage in, deceptive acts and practices in violation of the MCPA adding additional budget billing settlement charges on customers' final bills that are in excess of any balance owed, and failing to disclose the actual balance that customers owe under the budget billing plan. Defendants also failed to inform customers that the budget billing payments made were not covering all energy charges owed. Finally, Defendants violated the MCPA by using these hidden charges to disguise the fact that Ambit's rates are much higher than those charged by consumers' existing utilities.

68. Plaintiff Breton and the Maryland Subclass relied on Defendants misrepresentations and omissions.

69. The aforementioned acts are willful, unfair, unconscionable, deceptive, and contrary to the public policy of Maryland, which aims to protect consumers.

70. As a direct and proximate result of these Defendants' unlawful deceptive acts and practices, Plaintiff Breton and the Maryland Subclass have suffered injury and monetary damages in an amount to be determined at the trial of this action. Pursuant to MD. CODE COM.

LAW § 13-408, Plaintiff Breton and the Maryland Subclass seek actual damages and attorneys' fees.

71. Plaintiff Breton and the other members of the Maryland Subclass further seek equitable relief against Ambit Energy Holdings, LLC and Ambit Northeast, LLC. Pursuant to MD. CODE COM. LAW § 13-408, this Court has the power to award such relief, including but not limited to, an order declaring these Defendants' practices as alleged herein to be unlawful, an order enjoining these Defendants from undertaking any further unlawful conduct, and an order directing these Defendants to refund to Plaintiff and the Class all amounts wrongfully assessed, collected, or withheld.

COUNT IV

UNJUST ENRICHMENT

(ON BEHALF OF THE MULTISTATE SUBCLASS)

72. Plaintiffs re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

73. Plaintiffs bring this claim on their own behalf and on behalf of each member of the Multistate Subclass.

74. As a result of their deceptive, unlawful, and unfair conduct, Defendants Ambit Energy Holdings, LLC, Ambit New York, LLC, and Ambit Northeast, LLC, have been unjustly enriched.

75. By reason of these Defendants' wrongful conduct, these Defendants have benefited from receipt of these improper funds, and under principles of equity and good conscience, these Defendants should not be permitted to keep this money.

76. As a result of these Defendants' collection of improper and excessive energy charges, it would be unjust and/or inequitable for these Defendants to retain the benefits of their conduct without restitution to Plaintiffs and the Multistate Subclass of the monies paid to these

Defendants. Accordingly, these Defendants must account to Plaintiffs and the Multistate Subclass for their unjust enrichment.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that the Court:

- (a) Issue an order certifying the Classes defined above, appointing the Plaintiffs as Class representatives, and designating the undersigned firm as Class Counsel;
- (b) Find that Defendants have committed the violations of law alleged herein;
- (c) Enter an order granting monetary relief pursuant to G.B.L. § 349 on behalf of the Class;
- (d) Enter an order granting monetary relief pursuant to G.B.L. § 349-d on behalf of the Class;
- (e) Enter an order granting monetary relief pursuant to MD. CODE COM. LAW § 13-408
- (f) Determine that Ambit Energy Holdings, LLC, Ambit New York, LLC, and Ambit Northeast, LLC, have been unjustly enriched as a result of their wrongful conduct, and enter an appropriate order awarding restitution and monetary damages to the Class;
- (g) Render an award of compensatory damages, the amount of which is to be determined at trial;
- (h) Issue an injunction or other appropriate equitable relief requiring Defendants to refrain from engaging in the deceptive practices alleged herein;
- (i) Render an award of punitive damages;
- (j) Enter judgment including interest, costs, reasonable attorneys' fees, costs, and expenses; and
- (k) Grant all such other relief as the Court deems appropriate.

Dated: June 15, 2015
Armonk, New York

WITTELS LAW, P.C.

By: /s/ Steven L. Wittels
Steven L. Wittels
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Co-Counsel for Plaintiffs and the Class

Exhibit 1


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Bill No.: A01558

☒ [Summary](#)
☐ [Actions](#)
☐ [Votes](#)
☒ [Memo](#)
☐ [Text](#)
[\(Printer friendly text\)](#)

A01558 Summary:

BILL NO A01558C

SAME AS SAME AS [S02361-C](#)

SPONSOR Gianaris (MS)

COSPNSR Pheffer, Robinson, Dinowitz, Gabryszak, Rosenthal, Schimel, Clark, Schroeder, Colton

MLTSPNSR Alfano, Boyland, Brennan, Crouch, Errigo, Fields, Galef, Giglio, Glick, Gottfried, Gunther, Hyer-Spencer, Kellner, Koon, Latimer, Lopez V, Magee, Maisel, McDonough, McKeivitt, Millman, Reilly, Rivera J, Saladino, Sweeney, Weisenberg, Wright

Add S349-d, Gen Bus L

Requires energy services companies to provide customers with a consumer bill of rights; establishes civil cause of action and civil penalties for violations of such provisions.

[Go to top](#)

A01558 Memo:

BILL NUMBER:A1558C

TITLE OF BILL: An act to amend the general business law, in relation to establishing an energy service company consumers bill of rights

PURPOSE OR GENERAL IDEA OF BILL: This bill establishes important consumer safeguards in the marketing and offering of contracts for energy services to residential and small business customers.

SUMMARY OF SPECIFIC PROVISIONS: Bill S1 adds a new S349-d to the General Business Law to set forth an energy services company consumers bill of rights. Subdivision 1 defines the terms "energy services" (electricity and/or natural gas), "energy services company" or "ESCO" (an entity eligible to sell energy services to end-use customers using the transmission or distribution system of a utility), "customer" (any person sold or offered an energy services contract by an ESCO for residential utility service or through door-to-door sales), and "door to door sales."

Pursuant to subdivision 2, any person who sells or offers for sale any energy services for or on behalf of an ESCO shall (a) properly identify himself or herself and the energy services company or companies which he or she represents; (b) explain that he or she does not represent a distribution utility; (c) explain the purpose of the solicitation; (d) provide each prospective customer with a statement of an "ESCO consumers bill of rights" developed by the Public Service Commission (PSC), in consultation with the Long Island Power Authority (LIPA), the Consumer Protection Board (CPB) and the Department of Law; and (e) provide contracts and other written materials in the language used to solicit the prospective customer.

Subdivision 3 provides that no person selling or offering energy services for or on behalf of an ESCO shall engage in any deceptive acts or practices in such marketing.

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Subdivisions 4-7 set forth the following ESCO contract requirements:

> no required prepayment for energy services - an ESCO may offer a customer an option of prepayment which can be cancelled without penalty within 90 calendar days.

> no fee for termination or early cancellation of the contract in excess of \$100 if less than 12 months remain in the contract term, \$200 if the remaining term is twelve months or more, or twice the estimated bill for energy services for an average month (to charge this fee, an ESCO must provide the customer, when the contract is offered, with that customer's estimated average monthly bill for energy services and the fee that would be charged thereon).

> no material changes in the terms or duration of any contract for energy services without the express consent of the customer, provided that the automatic renewal of contracts is allowed only if the ESCO follows

explicit statutory requirements, including clear advance notice and a period for opting out without any termination fee, and any additional regulatory protections adopted by the PSC or LIPA.

> all variable charges shall be clearly and conspicuously identified.

Per subdivision 8, any contract for energy services which does not comply with the applicable provisions of this section shall be void and unenforceable as contrary to public policy and any waivers by a buyer shall be deemed void and unenforceable by the ESCO.

Subdivision 9 authorizes the Attorney General, upon his own motion or upon referral from the PSC, LIPA or CPB, to bring a civil action against any ESCO that violates any provision of this section and to recover (a) a civil penalty not to exceed \$1000 per violation and (b) costs and reasonable attorney's fees. In any such proceeding the court may direct restitution.

Subdivision 10 authorizes a right of private action by any person who has been injured by reason of any violation of S349-d to enjoin such unlawful act or practice and/or recover actual damages or \$500, whichever is greater. The court may, in its discretion, increase the award to an amount not to exceed three times the actual damages up to \$10,000, if it finds a willful or knowing violation. The court may award reasonable attorney's fees to a prevailing plaintiff.

Subdivision 11 preserves the existing authority of the PSC and LIPA to limit, revoke or suspend an ESCO's eligibility for violation of requirements enforceable by the respective agency.

Subdivision 12 preserves such agencies' existing authority to adopt additional compliance requirements relating to the types of products offered by ESCOs and the manner in which they are marketed to residential and commercial customers.

Bill SS2 & 3 provide that the PSC and LIPA, respectively, shall amend their consumer protection regulations and related guidelines, practices and policies to incorporate the provisions of bill S1.

Bill S4 charges the PSC, in consultation with LIPA, CPB and the Attorney General to develop a short, plain-language statement of an "ESCO consumers bill of rights" which summarizes the protections afforded to consumers of energy services by this chapter and other applicable laws.

Bill S5 sets forth a severability clause for the provisions of the legislation.

SUMMARY OF SPECIFIC AMENDMENTS: New S349-d(1)(d) is amended to clarify that visits to a buyer's premises pursuant to a requested appointment are not considered "door-to-door sales."

Clarifications are made to new S349-d(2) as follows: requirements pertaining to ESCO marketer identification and provision of a copy of the ESCO consumers bill of rights are made applicable to residential

customers and door-to-door sales, while the ban against engaging in deceptive acts and practices is relocated to a new subdivision 3 and remains applicable to all marketing activities. (The ensuing subdivisions are renumbered accordingly.)

Subdivision 4 of S349-d is amended to permit ESCOs to offer customers contracts providing for prepayment on an optional basis only, with an extended rescission period of 90 days. Subdivision 5 was amended to provide that the \$100 limit on early termination fees applies to all contracts with less than a full year remaining in the contract. Longer contracts would be subject to a maximum fee of \$200. ESCOs that offer contracts with a termination fee based on the customer's average monthly bill would have to provide the customer's estimated average bill and the actual fee amount prior to execution of the contract.

Renumbered S349-d(6) is amended to permit renewal of contracts, with additional consumer protections where the renewal is automatic (i.e. without the customer's express consent).

Further amendments also exclude marketing to commercial accounts at trade or business shows, conventions or expositions from the "door-to-door sales" definition, incorporate recommendations to provide a greater role for the Consumer Protection Board in safeguarding the interests of customers, clarify an ESCO's responsibilities in soliciting new or renewal business, and provide a more realistic level of maximum recoverable damages. Finally, the bill is amended to ensure that the existing authority of the PSC and LIPA to protect consumer's interests is preserved.

EFFECTS OF PRESENT LAW WHICH THIS BILL WOULD ALTER: Chapter 686 of 2002 extended the provisions of the Home Energy Fair Practices Act (HEFPA) to cover ESCOs, but its protections only apply after a contract has been executed. This bill would augment recently-adopted PSC guidelines for ESCO marketing, protect consumers from excessive termination fees and deceptive marketing of initial contracts and renewals, make fair marketing standards broadly enforceable on a statewide basis, and extend protections to small business customers who are often targeted by unscrupulous door-to-door marketers without being covered under any current PSC protections.

JUSTIFICATION: Over the past decade, New York has promoted a competitive retail model for the provision of electricity and natural gas. Consumers have been encouraged to switch service providers from traditional utilities to energy services companies. Unfortunately, consumer protection appears to have taken a back seat in this process. The pressing need for consumer protections in dealing with ESCOs is highlighted by recent news items from around the state:

> Stopped outside her home in Flushing by a uniformed salesman promising her utility bills will be cut in half, a senior citizen signs a contract with an energy services company (ESCO). When she finds out later that the contract is for 5 years and her monthly bills are \$200 higher, she tries to cancel - only to be told that she must pay an \$1800 "exit fee".

> A small business owner in Brooklyn is convinced to sign an energy services contract by a sales agent's assurances that the price would be fixed and he could save at least \$200 a month. After a few months, his monthly bill had doubled, and he learned that the contract had a variable charge that fluctuated wildly -- and that canceling it would cost him \$7000.

> Complaints from various communities cite ESCO marketing reps masquerading as utility employees, making misleading statements to induce people to sign a contract, and even switching consumers' energy suppliers without their knowledge or consent.

High-pressure and misleading sales tactics, onerous contracts with unfathomable fine print, short-term "teaser" rates followed by skyrocketing variable prices -- many of the problems recently seen with subprime mortgages are being repeated in energy competition. Although the PSC has recently adopted a set of guidelines, its "Uniform Business Practices" are limited and omit important consumer protections in several

areas. The fact is, competition in supplying energy cannot succeed without a meaningful set of standards to weed out companies whose business model is based on taking unfair advantage of consumers.

This bill would build on the approach taken by the PSC by (1) extending consumer protections statewide, including to customers in LIPA's service territory; (2) protecting small businesses from being victimized by dishonest door-to-door marketing; (3) protecting customers from excessive termination fees, "bait-and-switch" contract changes and deceptive renewal practices; (4) allowing broader enforcement; and (5) providing clear, plain-language notices of an ESCO consumer's rights. The bill requires the PSC and LIPA to adopt regulations including the following mandatory consumer protections:

>requiring ESCO marketing reps to identify themselves as such and explain that they don't represent a utility;

>ensuring that any prepayments are at the customer's discretion and providing an adequate time period for the customer to assess the ESCO's performance before locking in a prepayment option;

>limiting cancellation fees to \$100 (\$200 for a multi-year contract) or an amount twice the initial estimated average monthly bill;

>all variable charges must be clearly and conspicuously identified;

>no contract terms could be changed without the consumer's affirmative consent, and any automatic renewals would have to follow strict guidelines to protect customers; and

> a short, plain language "ESCO consumer bill of rights (to be developed by the PSC, LIPA, CPB and Attorney General) will be given to prospective customers in writing or repeated in telephone sales pitches.

These safeguards would apply to "door-to-door sales" to small businesses as well as residential customers. The Attorney General could prosecute violations of marketing standards including those referred by the PSC, LIPA or CPB, or consumers could enforce the standards themselves through third-party actions.

These provisions will go a long way toward restoring an orderly marketplace where consumers can make informed decisions on their choices for gas and electric service with the confidence that state government will prevent fraudulent practices and ensure a level playing field.

PRIOR LEGISLATIVE HISTORY: A.10180-B (2008) - passed Assembly, referred to Senate Rules Committee.

FISCAL IMPLICATIONS FOR STATE AND LOCAL GOVERNMENTS: Minimal.

EFFECTIVE DATE: 150th day after becoming law and applicable to all energy services sold or offered for sale on or after such date; provided, however, that the PSC and LIPA are immediately authorized and directed to take any and all actions, including but not limited to the promulgation of any necessary rules, necessary to fully implement the provisions of this bill on such date.

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Page display time = 0.1886 sec

Exhibit 2

TEXAS FRANCHISE TAX PUBLIC INFORMATION REPORTComptroller of Public Accounts
05-102
(9-09/29)

To be filed by Corporations and Limited Liability Companies (LLC) and Financial Institutions

This report **MUST** be signed and filed to satisfy franchise tax requirements

Tcode 13196

Taxpayer number

Report year

You have certain rights under Chapter 552 and 559, Government Code, to review, request, and correct information we have on file about you. Contact us at: (512) 463-4600, or (800) 252-1381, toll free nationwide.

3	2	0	3	6	9	3	0	0	4	1	2	0	1	2				
Taxpayer name AMBIT HOLDINGS, LLC																		
Mailing address 1801 N LAMAR SUITE 200																		
City DALLAS					State TX					ZIP Code 75202			Plus 4		Secretary of State file number or Comptroller file number 0800972084			

☐ Blacken circle if there are currently no changes from previous year; if no information is displayed, complete the applicable information in Sections A, B and C.

Principal office 1801 N LAMAR SUITE 200, DALLAS, TX, 75202
Principal place of business 1801 N LAMAR SUITE 200, DALLAS, TX, 75202

Please sign below!

Officer, director and member information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers, directors, or members change throughout the year.

**SECTION A** Name, title and mailing address of each officer, director or member.

3203693004112

Name AMBIT SYSTEMS	Title MANAGING MEMBER	Director <input type="radio"/> YES	Term expiration m m d d y y [][][][][][]
Mailing address 1801 N LAMAR ST STE 200	City DALLAS	State TX	ZIP code 75202
Name	Title	Director <input type="radio"/> YES	Term expiration m m d d y y [][][][][][]
Mailing address	City	State	ZIP code
Name	Title	Director <input type="radio"/> YES	Term expiration m m d d y y [][][][][][]
Mailing address	City	State	ZIP code

SECTION B Enter the information required for each corporation or LLC, if any, in which this entity owns an interest of ten percent (10%) or more.

Name of owned (subsidiary) corporation or limited liability company NONE	State of formation	Texas SOS file number, if any	Percentage of Ownership
Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of Ownership

SECTION C Enter the information required for each corporation or LLC, if any, that owns an interest of ten percent (10%) or more in this entity or limited liability company.

Name of owned (parent) corporation or limited liability company NONE	State of formation	Texas SOS file number, if any	Percentage of Ownership
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Registered agent and registered office currently on file. (See instructions if you need to make changes)

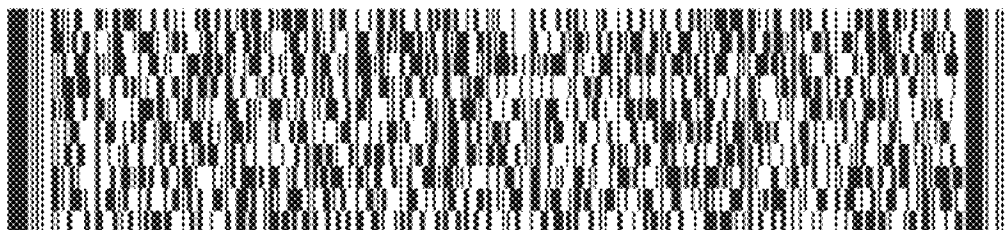
Agent: **JERE W. THOMPSON, JR.**
☐ Blacken circle if you need forms to change the registered agent or registered office information.

Office: 1801 N LAMAR STREET STE 200	City DALLAS	State TX	ZIP Code 75202
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The above information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director or member and who is not currently employed by this, or a related, corporation or limited liability company.

sign here AMBIT SYSTEMS INC	Title	Date 08/14/2012	Area code and phone number () -
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Texas Comptroller Official Use Only

VE/DE	<input type="radio"/>	PIR IND	<input type="radio"/>
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Exhibit 3

TEXAS FRANCHISE TAX PUBLIC INFORMATION REPORTComptroller of Public Accounts
05-102
(9-09/29)

To be filed by Corporations and Limited Liability Companies (LLC) and Financial Institutions

This report **MUST** be signed and filed to satisfy franchise tax requirements

Tcode 13196

Taxpayer number

Report year

You have certain rights under Chapter 552 and 559, Government Code, to review, request, and correct information we have on file about you. Contact us at: (512) 463-4600, or (800) 252-1381, toll free nationwide.

3	2	0	2	1	8	3	1	1	8	8	2	0	1	2				
Taxpayer name AMBIT SYSTEMS, INC																		
Mailing address 1801 N LAMAR ST SUITE 200																		
City DALLAS					State TX					ZIP Code 75202			Plus 4		Secretary of State file number or Comptroller file number 0800728509			

☐ Blacken circle if there are currently no changes from previous year; if no information is displayed, complete the applicable information in Sections A, B and C.

Principal office 1801 N LAMAR ST SUITE 200, DALLAS, TX, 75202
Principal place of business 1801 N LAMAR ST SUITE 200, DALLAS, TX, 75202

Please sign below!

Officer, director and member information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers, directors, or members change throughout the year.

**SECTION A** Name, title and mailing address of each officer, director or member.

3202183118812

Name JERE W THOMPSON JR	Title DIRECTOR	Director <input checked="" type="radio"/> YES	Term expiration m m d d y y [][][][][][]
Mailing address 1801 N LAMAR ST STE 200	City DALLAS	State TX	ZIP code 75202
Name	Title	Director <input type="radio"/> YES	Term expiration m m d d y y [][][][][][]
Mailing address	City	State	ZIP code
Name	Title	Director <input type="radio"/> YES	Term expiration m m d d y y [][][][][][]
Mailing address	City	State	ZIP code

SECTION B Enter the information required for each corporation or LLC, if any, in which this entity owns an interest of ten percent (10%) or more.

Name of owned (subsidiary) corporation or limited liability company NONE	State of formation	Texas SOS file number, if any	Percentage of Ownership
Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of Ownership

SECTION C Enter the information required for each corporation or LLC, if any, that owns an interest of ten percent (10%) or more in this entity or limited liability company.

Name of owned (parent) corporation or limited liability company NONE	State of formation	Texas SOS file number, if any	Percentage of Ownership
--	--------------------	-------------------------------	-------------------------

Registered agent and registered office currently on file. (See instructions if you need to make changes)

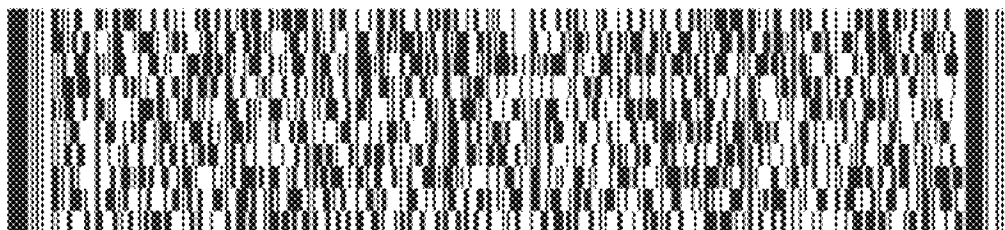
Agent: **JERE W THOMPSON JR.**
☐ Blacken circle if you need forms to change the registered agent or registered office information.

Office: 1801 N LAMAR STREET STE 200	City DALLAS	State TX	ZIP Code 75202
--	-----------------------	--------------------	--------------------------

The above information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director or member and who is not currently employed by this, or a related, corporation or limited liability company.

sign here JERE W THOMPSON JR	Title PRESIDENT	Date 08/10/2012	Area code and phone number (214) 270 - 1795
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Texas Comptroller Official Use Only

VE/DE	<input type="radio"/>	PIR IND	<input type="radio"/>
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Exhibit 4

FILED
In the Office of the
Secretary of State of Texas

NOV 01 2006

**CERTIFICATE OF FORMATION
FOR
AMBIT SYSTEMS, INC.**

Corporations Section

ARTICLE ONE

The name of the corporation is Ambit Systems, Inc. (the "Corporation").

ARTICLE TWO

The Corporation is organized for the purpose of engaging in the transaction of any and all lawful activity and/or business for which corporations may be organized under the Texas Business Organizations Code, as amended (the "Code").

ARTICLE THREE

The total number of shares of stock which the Corporation shall have authority to issue is one hundred thousand (100,000) shares of Common Stock having a par value of \$0.01 per share.

ARTICLE FOUR

A. The number of directors constituting the initial Board of Directors is one (1), and the name and address of the individual who is to serve as the initial director until the first annual meeting of shareholders, or until his successors are elected and qualified, are as follows:

<u>Name</u>	<u>Address</u>
Jere W. Thompson, Jr.	1801 N. Lamar Street Suite 200 Dallas, Texas 75202

B. Elections of directors need not be done by written ballot unless the Bylaws of the Corporation shall otherwise provide.

C. The Board of Directors is expressly authorized to adopt, alter, amend or repeal the Bylaws of the Corporation. In addition to the powers and authority expressly conferred upon them by this Certificate of Formation or by statute, the directors are empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject to the provisions of the Code, this Certificate of Formation, and any Bylaws adopted by the shareholders. However, notwithstanding any provision in this Certificate of Formation to the contrary, the shareholders may not adopt, repeal or amend the Bylaws of the Corporation without the affirmative vote of a majority of the votes entitled to be cast by the holders of the Corporation's outstanding capital stock. Additionally, no Bylaws hereafter adopted by the shareholders shall invalidate any prior act of the directors which would have been valid if such Bylaws had not been adopted.

RECEIVED

NOV 01 2006

Secretary of State

ARTICLE FIVE

Nothing contained in this Certificate of Formation shall prohibit or impair the Corporation's power and authority to contractually grant preferential rights to purchase or subscribe for shares of any class of stock of the Corporation or any notes, debentures, bonds or securities convertible into or carrying options, warrants or rights to purchase shares of any class, as the Board of Directors, at its discretion, from time to time may grant and at such price as the Board of Directors, at its discretion, may fix.

ARTICLE SIX

The Corporation shall indemnify each person who is or was a director of the Corporation to the fullest extent permissible under applicable Texas law and any successor statutes under the Code. The Board of Directors of the Corporation, in its sole discretion, shall have the power, on behalf of the Corporation, to indemnify such other persons for whom indemnification is permitted by such provisions of the Code, to the fullest extent permissible thereunder, and may purchase such liability indemnification and/or other similar insurance as the Board of Directors from time to time shall deem necessary or appropriate, in its sole discretion.

The Corporation may purchase and maintain liability, indemnification and/or similar insurance on behalf of itself, and/or for any person who is or was a director, officer, employee or agent of the Corporation or who is or was serving at the request of the Corporation as a director, officer, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise, against any liability asserted against and/or incurred by the Corporation or person serving in such a capacity or arising out of his/her/its status as such a person or entity, whether or not the Corporation would otherwise have the power to indemnify such person against that liability.

The power to indemnify and/or obtain insurance provided in this Article Seven shall be cumulative of any other power of the Board of Directors and/or any rights to which such a person or entity may be entitled by law, this Certificate of Formation and/or Bylaws of the Corporation, contract, other agreement, vote or otherwise.

ARTICLE SEVEN

The street address of the initial registered office of the Corporation is 1801 N. Lamar Street, Suite 200, Dallas, Texas 75202, and the name of its initial registered agent at such address is Jere W. Thompson, Jr.

ARTICLE EIGHT

No contract or other transaction between the Corporation and any person, firm, association or corporation and no act of the Corporation, shall, in the absence of fraud, be

invalidated or in any way affected by the fact that any of the directors of the Corporation is pecuniarily or otherwise interested, directly or indirectly, in such contract, transaction or act, or is related to or interested in such person, firm, association or corporation as a director, shareholder, officer, employee, member or otherwise. Any director so interested or related who is present at any meeting of the Board of Directors or committee of directors at which action on any such contract, transaction or act is taken may be counted in determining the presence of a quorum at such meeting and the vote at such meeting of any such director may be counted in determining the approval of any such contract, transaction or act. No director so interested or related shall, because of such interest or relationship, be disqualified from holding his office or be liable to the Corporation or to any shareholder or creditor thereof for any loss incurred by the Corporation under or by reason of such contract, transaction or act, or be accountable for any gains or profits he may have realized therein.

ARTICLE NINE

No member of the Board of Directors of the Corporation shall be liable, personally or otherwise, in any way to the Corporation or its shareholders for monetary damages caused in any way by an act or omission occurring in the director's capacity as a director of the Corporation, except as otherwise expressly provided by applicable Texas law.

ARTICLE TEN

The name and address of the incorporator is Scot W. O'Brien, Hallett & Perrin, P.C., 2001 Bryan Street, Suite 3900, Dallas, Texas 75201.

IN WITNESS WHEREOF, the Incorporator has executed this Certificate of Formation this the 1st day of November, 2006.

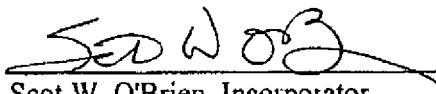

Scot W. O'Brien, Incorporator
HALLETT & PERRIN, P.C.
2001 Bryan Street, Suite 3900
Dallas, Texas 75201

Exhibit 5



101953001716

TX 2010

Ver. 1.0

05-102

(9-09/29)

■ Tcode 13196

TEXAS FRANCHISE TAX PUBLIC INFORMATION REPORT

To be filed by Corporations, Limited Liability Companies (LLCS) and Financial Institutions

This report MUST be signed and filed to satisfy franchise tax requirements

■ Taxpayer number

■ Report year

You have certain rights under Chapter 552 and 559, Government Code, to review, request, and correct information we have on file about you.

Contact us at: (512) 463-4600, or (800) 252-1381, toll free nationwide.

32037078717

2010

Taxpayer name

AMBIT ENERGY HOLDINGS LLC

Mailing address

1801 N LAMAR STE 200

City

DALLAS

State

TX

ZIP Code

75202

Plus 4

Secretary of State file number or
Comptroller file number

0800978898

☒ Check box if there are currently no changes from previous year; if no information is displayed, complete the applicable information in Sections A, B and C.

Principal office

1801 N LAMAR STE 200

DALLAS

TX 75202

Principal place of business

1801 N LAMAR STE 200

DALLAS

TX 75202



3203707871710

Please sign below!

Officer, director and member information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers, directors, or members change throughout the year.

SECTION A Name, title and mailing address of each officer, director or member.

Name	Title	Director	Term expiration	m	m	d	d	y	y
AMBIT HOLDINGS LLC		<input checked="" type="checkbox"/> YES							
Mailing address	City								
1801 N LAMAR STE 200	DALLAS								
Name	Title	Director	Term expiration	m	m	d	d	y	y
		<input type="checkbox"/> YES							
Mailing address	City								
Name	Title	Director	Term expiration	m	m	d	d	y	y
		<input type="checkbox"/> YES							
Mailing address	City								

SECTION B Enter the information required for each corporation or LLC, if any, in which this entity owns an interest of ten percent (10%) or more.

Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of Ownership
NONE			
Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of Ownership

SECTION C Enter the information required for each corporation or LLC, if any, that owns an interest of ten percent (10%) or more in this entity

Name of owned (parent) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of Ownership
AMBIT HOLDINGS LLC	TX	0800972084	100.0000
Registered agent and registered office currently on file. (See instructions if you need to make changes)			
Agent: JERE W THOMPSON JR	City	State	ZIP Code
Office: 1801 N LAMAR STE 200	DALLAS	TX	75202

The above information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director or member and who is not currently employed by this, or a related, corporation or limited liability company.

sign here	Title	Date	Area code and phone number
	CEO	06/29/2010	214-270-1776

Texas Comptroller Official Use Only



VE/DE

PIR IND



Exhibit 6

CORPORATE CHARTER APPROVAL SHEET

****EXPEDITED SERVICE****

**** KEEP WITH DOCUMENT ****

DOCUMENT CODE 46A BUSINESS CODE _____

213599030

DE

Close _____ Stock _____ Nonstock _____

P.A. _____ Religious _____

Merging (Transferor) _____

Affix Barcode Label Here



1000362000454985

Affix Barcode Label Here

ID # Z13599030 ACK # 1000362000454985

PAGES: 0003

AMBIT NORTHEAST, LLC

Surviving (Transferee) _____

09/20/2010 AT 03:12 P WO # 0003699698

New Name Ambit Northeast, LLC

FEES REMITTED

Base Fee: 100
Org. & Cap. Fee: _____
Expedite Fee: 50
Penalty: _____
State Recordation Tax: _____
State Transfer Tax: _____
Certified Copies _____
Copy Fee: _____
Certificates _____
Certificate of Status Fee: _____
Personal Property Filings: _____
Mail Processing Fee: _____
Other: _____

TOTAL FEES: 150

☒ Change of Name
☐ Change of Principal Office
☐ Change of Resident Agent
☐ Change of Resident Agent Address
☐ Resignation of Resident Agent
☐ Designation of Resident Agent
and Resident Agent's Address
☐ Change of Business Code
☐ Adoption of Assumed Name
☐ Other Change(s)

Credit Card _____ Check _____ Cash _____

Code 876

Attention: _____

_____ Documents on _____ Checks

Mail: Name and Address

Approved By: [Signature]

Keyed By: [Signature]

COMMENT(S): rec'd DE cert.

COMPLETE CORPORATE SOLUTIONS, LLC
STE B
3361 FOXTAIL LANE
GLEN ROCK PA 17327

Stamp Work Order and Customer Number HERE

CUST ID: 0002483118
WORK ORDER: 0003699698
DATE: 09-21-2010 01:01 PM
AMT. PAID: \$150.00

ARTICLES OF AMENDMENT
for a Limited Liability Company

RECEIVED

SEP 20 P 3:12

(1) Ambit Maryland, LLC

Insert full name of the Limited Liability Company (LLC).

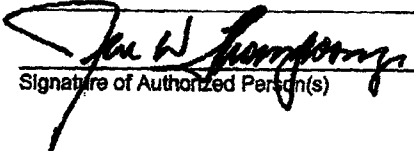
RECEIVED

(2) The Charter of the Limited Liability Company is hereby amended as follows:

1.) Full legal name in home jurisdiction: Ambit Northeast, LLC

(3) _____

I hereby consent to serve as Resident Agent
for the above named Limited Liability Company.



Signature of Authorized Person(s)

Signature required only for new resident agents

Revised 5/05

INSTRUCTIONS: Limited Liability Company Articles of Amendment must be approved by the unanimous Consent of the members, signed by an authorized person, and filed with the Department of Assessments and Taxation at 301 W. Preston Street, 8th Floor, and Baltimore, Maryland 21201. The Articles do not have to recite the approval of the members.

The above form may be used or a document may be created based on the above format. The filing fee for this document is \$100, however other fees may apply for related services from the Corporate Charter Division.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "AMBIT MARYLAND, LLC", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "AMBIT NORTHEAST, LLC", THE SEVENTH DAY OF JULY, A.D. 2010, AT 7:09 O'CLOCK P.M.


CUST ID:0002483118
WORK ORDER:0003699698
DATE:09-21-2010 01:01 PM
AMT. PAID:\$150.00

4830460 8320

100925040

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8238646

DATE: 09-21-10

Exhibit 7



United States Patent and Trademark Office

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TESS was last updated on Tue Dec 10 03:20:37 EST 2013

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AMBIT ENERGY

Word Mark **AMBIT ENERGY**
Goods and Services IC 039. US 100 105. G & S: DISTRIBUTION OF ENERGY, NAMELY, PROVIDING ELECTRICAL ENERGY AND NATURAL GAS TO RESIDENTIAL AND COMMERCIAL USERS. FIRST USE: 20060900. FIRST USE IN COMMERCE: 20060900

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 77108474

Filing Date February 15, 2007

Current Basis 1A

Original Filing Basis 1A

Published for Opposition March 25, 2008

Registration Number 3443624

Registration Date June 10, 2008

Owner (REGISTRANT) Ambit Energy, L.P. Ambit Systems, Inc., a Texas corporation LIMITED PARTNERSHIP TEXAS Ste. 200 1801 N. Lamar Street Dallas TEXAS 75202

(LAST LISTED OWNER) AMBIT HOLDINGS, L.L.C. LIMITED LIABILITY COMPANY TEXAS

1801 N. LAMAR STREET SUITE 200 DALLAS TEXAS 75202

Assignment Recorded ASSIGNMENT RECORDED

Attorney of Record George R. Schultz

Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "ENERGY" APART FROM THE MARK AS SHOWN

Type of Mark SERVICE MARK

Register PRINCIPAL

Affidavit Text SECT 15. SECT 8 (6-YR).

Live/Dead Indicator LIVE

TESS HOME	NEW USER	STRUCTURED	FREE FORM	BROWSE DICT	SEARCH OG	TOP	HELP	PREV LIST	CURR LIST
NEXT LIST	FIRST DOC	PREV DOC	NEXT DOC	LAST DOC					

[|.HOME](#) | [SITE INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [HELP](#) | [PRIVACY POLICY](#)

Exhibit 8



SCOTT LAZAREK

Account Number:

Statement Date:

August 18, 2014

Amount Due:

\$1,569.65

Service Address: ROCHESTER NY

Page 1 of 6

Next Scheduled Read Date: On or about October 14, 2014

EBPP

Consolidated Account Summary

Previous invoice	\$600.72
Payments received as of 08/15/14	-210.00
Balance forward	\$390.72
RG&E energy charges	123.38
RG&E miscellaneous charges	20.00
Energy payment agreement	33.00
AMBIT NEW YORK LLC Chgs	536.69
AMBIT NEW YORK LLC Chgs	465.86
Payment due upon receipt.	\$1,569.65

To avoid a 1.5% late payment charge, please ensure payment is received by the date displayed below.

Payment Agreement

Plan Type	Start Date	Current Month	Starting Balance	Paid to Date	Outstanding Balance
Energy	11/19/13	33.00	397.83	291.00	106.83

Residential

Residential consumer discount \$ 11.58

See details beginning on page 3

See messages on page 2

Think of the minutes, money and natural resources you'll save by doing business online or by phone 24/7.

Visit rge.com to:

- View and pay your bill online
- Submit and view meter readings
- Enroll and manage budget billing
- Enroll in Autopay

Call our self-service line at **1.800.295.7323** for billing information, provide a meter reading and to pay by phone.

Add \$1, \$2, or \$5 to your payment to make a tax-deductible donation to RG&E and NYSEG Project SHARE Heating Fund. Learn more at rge.com.

Please return bottom portion with your payment. Make checks payable to RG&E.



RG&E
P.O. BOX 847813
BOSTON, MA 02284-7813

SCOTT LAZAREK

ROCHESTER NY

Account Number

Late Fee After

09/10/14

Due Upon Receipt

\$1,569.65

Amount Paid

\$

Please do not write below this line.

002001774034900001178930000156965

Messages

You can choose to purchase your electricity supply from an energy services company (ESCO) or RG&E. If you choose an ESCO, what you pay for your electricity supply depends on your agreement with the ESCO (your cost could be more or less than what you would have paid RG&E). With any supply choice, RG&E will continue to deliver electricity to you and you will continue to pay RG&E delivery, transition, and basic service charges. With ESCO supply, you would not have to pay RG&E's merchant function charge nor RG&E's bill issuance charge (if your ESCO charges appear on your RG&E bill) and you may have some tax savings.

Effective July 1, the Temporary State Assessment Surcharge (TSAS) on electricity bills has changed. The state-mandated TSAS appears as a separate line item "NY state assessment" in "Electricity Delivery Charges" and has been included since July 2009. The funds generated through this surcharge go to the state's general fund.

Effective July 1, the Temporary State Assessment Surcharge (TSAS) on natural gas bills has changed. The state-mandated TSAS appears as a separate line item "NY state assessment" in "Natural Gas Delivery Charges" and has been included since July 2009. The funds generated through this surcharge go to the state's general fund.

e-Bill lets you view, pay and store all your bills in one place. You can view exact copies of your bills online, set up helpful payment reminders and store your bills for quick and easy access. Enroll today at rge.com.

We're giving away a \$100 RG&E bill credit to one lucky customer each month through December 2014. Each month you're enrolled in Autopay, you'll have a chance to win a \$100 bill credit. The sooner you enroll, the more chances you'll have to win! You can also enter to win without enrolling. Visit rge.com today for details.

Contact Information

Service or billing questions:
1.800.743.2110, 7 a.m. to 7 p.m. (M-F)

Payment arrangements:
1.877.266.3492, 7 a.m. to 7 p.m. (M-F)

Self service line:
1.800.295.7323, 24 hours a day

Power interruptions or emergencies
1.800.743.1701, 24 hours a day

Natural gas emergencies or if you smell gas:
1.800.743.1702, 24 hours a day

Hearing/speech impaired (TTY):
1.800.962.3293

Electronically:
Use our "Write to RG&E" form at rge.com

By mail:
RG&E Customer Service
89 East Avenue
Rochester, NY 14649-0001

Payment address:
RG&E
P.O. Box 847813
Boston, MA 02284-7813

Mailing Address Changes

Please mark with an "X" for address and telephone changes.

Street: _____ Apt: _____

City: _____

State: _____ ZIP: _____

Home Phone: _____

Alternate Phone: _____

Autopay

To sign up for Autopay, where we deduct your bill amount from your checking account 23 days after we mail your bill, please mark with an "X" and provide the following:

Name: _____
(as it appears on bank statement)

9-Digit Routing Number: _____

Bank Account Number: _____

Name of Bank: _____

Signature: _____ Date: _____

For program terms and details, visit rge.com/efterms.html

**RG&E**

Account Number: [REDACTED]

Statement Date:

August 18, 2014

Service Address: [REDACTED] ROCHESTER NY [REDACTED]

Page 3 of 6

RG&E DETAILED ACCOUNT ACTIVITY**Electricity Service - PSC19 SC1 - Residential**
Electricity Rate - ESCO Supply ServiceService from: 07/15/14 - 08/06/14
PoD ID: R01000054205224

Meter Number	Current Meter Read Date	Current Meter Read Reading	Previous Meter Read Date	Previous Meter Read Reading	Reading Difference	Billed Usage	Billing Period
70888120	07/22/14	4772 C	07/15/14	4314 A	458	458 kwh	8 days
70888120	08/06/14	5503 A	07/23/14	4772 C	731	731 kwh	15 days

Type of read: A - Actual, E - Estimate, C - Customer, R - Remote and N - No read

Electricity Delivery Charges

Customer charge				21.38	@ 0.766667	16.39
Delivery charge	1189	kwh	@	0.03572		42.47
Transition charge - Jul	896	kwh	@	-0.0017		-1.52
Transition charge - Aug	293	kwh	@	-0.00895		-2.62
Revenue decoupling mech	1189	kwh	@	-0.000952		-1.13
NY state assessment	1189	kwh	@	0.00202		2.40
SBC/RPS charge	1189	kwh	@	0.00667		7.93

Subtotal Electricity Delivery \$63.92

Electricity Taxes and Surcharges

Taxes on delivery charges @ 2.0408% 1.30

Subtotal Electricity Taxes and Surcharges \$1.30

**Electricity Service - PSC19 SC1 - Residential**
Electricity Rate - RGE Supply ServiceService from: 08/07/14 - 08/13/14
PoD ID: R01000054205224

Meter Number	Current Meter Read Date	Current Meter Read Reading	Previous Meter Read Date	Previous Meter Read Reading	Reading Difference	Billed Usage	Billing Period
70888120	08/07/14	5503 A	08/07/14	5503 A	0	0 kwh	1 days
70888120	08/13/14	5862 A	08/07/14	5503 A	359	359 kwh	7 days

Type of read: A - Actual, E - Estimate, C - Customer, R - Remote and N - No read

Electricity Delivery Charges

Customer charge				21.38	@ 0.233333	4.99
Delivery charge	359	kwh	@	0.03572		12.82
Transition charge	359	kwh	@	-0.00895		-3.21
Revenue decoupling mech	359	kwh	@	-0.000952		-0.34
NY state assessment	359	kwh	@	0.00202		0.73
SBC/RPS charge	359	kwh	@	0.00667		2.39

Subtotal Electricity Delivery \$17.38

Electricity Supply Charges

Variable supply charge	359	kwh	@	0.04685646		16.82
Merchant function charge	359	kwh	@	0.007562		2.71

Subtotal Electricity Supply \$19.53

Electricity Taxes and Surcharges

Taxes on delivery charges @ 2.0408% 0.35

Subtotal Electricity Taxes and Surcharges \$0.35

Total Electricity Cost**\$102.48**

**RG&E**

Account Number: [REDACTED]

Statement Date:

August 18, 2014

Service Address: [REDACTED], ROCHESTER NY [REDACTED]

Page 4 of 6

**Gas Service - PSC16 SC5 Residential**
Gas Rate - TransportationService from: 07/15/14 - 08/13/14
PoD ID: R02000054205232

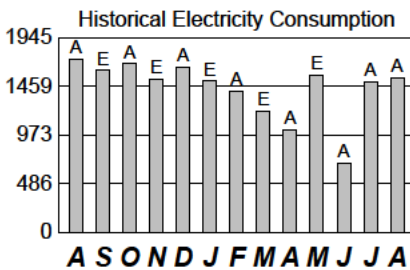
Meter Number	Current Meter Read Date	Current Meter Read Reading	Previous Meter Read Date	Previous Meter Read Reading	Reading Difference	Billed Usage	Billing Period
00591908	08/13/14	2829 A	07/15/14	2812 A	17	17 ccf	30 days
Type of read: A - Actual, E - Estimate, C - Customer, R - Remote and N - No read							

Natural Gas Delivery Charges

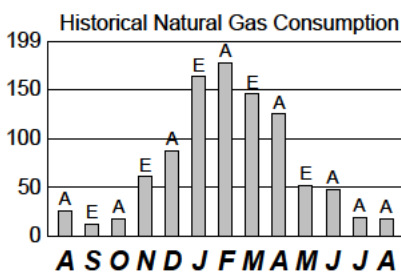
Natural gas used (ccf)	17						
Energy content factor	x 1.032700						
Natural gas used (therm)	17.6						
Customer charge							16.30
Included in customer charge	3.0 therm @	0.00					0.00
Delivery charge for next	14.6 therm @	0.23097					3.37
Transportation rate adj - Jul	10.4 therm @	0.017359					0.18
Transportation rate adj - Aug	7.2 therm @	0.01722					0.12
Revenue decoupling mech	17.6 therm @	-0.004247					-0.07
NY state assessment	17.6 therm @	0.01252					0.22
SBC charge	17.6 therm @	0.020671					0.36
Subtotal Natural Gas Delivery							\$20.48

Natural Gas Taxes and Surcharges

Taxes on delivery charges	@ 2.0408%						0.42
Subtotal Natural Gas Taxes and Surcharges							\$0.42

Total Natural Gas Cost**\$20.90****Total Energy Charges****\$123.38****Usage Chart Information****Electricity Daily Average Comparisons**

Billing Period	Average Daily Use	Average Daily Temp
Aug-14	52 kwh	69° F
Aug-13	54 kwh	71° F

**Natural Gas Daily Average Comparisons**

Billing Period	Average Daily Use	Average Daily Temp
Aug-14	1 therm	69° F
Aug-13	1 therm	71° F



Account Number: [REDACTED]

Statement Date: August 18, 2014

Service Address: [REDACTED] ROCHESTER NY [REDACTED]

Page 5 of 6

Miscellaneous Charges

07/24/14 Electricity meter special read 20.00

Total Miscellaneous Charges \$20.00

Terms and Definitions

Delivery charge: what you pay RG&E to transport energy to your home or business.

Supply charge: what you pay for the energy purchased for you by RG&E or a supplier other than RG&E.

Payment & billing services charge: the cost to produce and send you (electronically or paper) a bill and process payments. Customers who use an energy supplier (also known as an energy services company or ESCO) other than RG&E will not be assessed this charge by RG&E if their ESCO's supply charges appear on their RG&E bill, however, their energy supplier may charge a similar fee.

Competitive meter charge, Competitive meter service charge, and Competitive meter data service: apply to customers billed under Service Class 3, 7, 8 or 9 whose metering services are provided by RG&E. These meter services charges, previously included in the customer charge, are now broken out in the electricity section of the bill. Customers with a demand of 50 kilowatts or more for two consecutive months who use a meter service provider and a meter data service provider other than RG&E are not assessed these charges.

Customer charge: includes a portion of the cost of the meter, meter reading (unless you are a customer billed under Service Class 3, 7, 8 or 9 with a demand of 50 kilowatts or more for two consecutive months whose metering services are not provided by RG&E) and part of the cost of delivery service. Appears on your bill whether or not you use any electricity and/or natural gas during the billing period.

Kilowatt-hours (kwh): measure of electricity use.

Residential consumer discount: monthly payment received from the New York Power Authority (NYPA) to be used for the benefit of residential customers. It is included in the Transition Charge.

ccf (hundreds of cubic feet): measure of volume of natural gas used. You are charged based on therms, the energy (heat) content of natural gas.

Merchant function charge: reflects the administrative costs of obtaining electricity and natural gas supply. Customers with a supplier other than RG&E are not charged by RG&E for this service.

New York State Assessment: As required by state law, effective July 1, 2009, utilities must collect a special state assessment from customers for the state's general fund.

POR administration charge: reflects administrative costs associated with customers whose energy service company (ESCO) participates in the Company's Purchase of Receivables program.

Renewable Portfolio Standard (RPS) charge: a state-mandated charge that funds renewable energy projects to achieve targets established by the Public Service Commission.

System Benefits Charge (SBC): a state-mandated charge for all electricity and natural gas customers. The electricity SBC is used to fund energy efficiency programs to meet state energy use reduction targets, provide assistance for low-income customers and conduct energy research. The natural gas SBC is used to fund initiatives focused on reducing natural gas use in the state as part of the Energy Efficiency Portfolio Standard. These charges were required by the Public Service Commission.

Revenue Decoupling Mechanism: a charge or credit on your bill that reflects the difference between forecast and actual delivery service revenues by service classification to encourage the promotion of energy efficiency and renewable technologies.

Weather adjustment: moderates natural gas bills during any extreme weather between October 1 and May 31. If temperatures during the billing period are colder than normal, customers typically receive a credit; if temperatures are warmer than normal, customers receive a charge.

Meter Mult (Meter Multiplier): when the actual amount of energy you use is more than can be registered on the meter, the meter displays a fraction of your actual use. A multiplier is then applied to determine your actual energy use. When a multiplier is used, it will be shown in the "Meter Mult" box under the "RG&E Detailed Account Activity" section of your bill.

Transition charge: reflects the costs of making the electricity industry more competitive; includes associated credits and/or charges.

Prorated bills: calculated by determining your average daily energy cost and multiplying it by the number of days in your billing period. Prorated bills are used only when your billing period is shorter or longer than usual.

Pay your bill by mail, at rge.com or at any of RG&E's authorized pay agents. If you pay in person, please bring your entire bill.

Payment is due when you receive your bill. Your payment must be postmarked by the "Late Fee After" date shown on page 1. If paying in person, payment must be made by the "Late Fee After" date. Payments received after the "Late Fee After" date will be subject to a 1.5% late payment charge per month.

Account Number: [REDACTED]

Statement Date: August 18, 2014

Service Address: [REDACTED] ROCHESTER NY [REDACTED]

Page 6 of 6

AMBIT NEW YORK LLC
1801 N LAMAR ST SUITE 200
DALLAS TX 75202

www.ambitenergy.com

Account number: [REDACTED]

Please call 877-282-6248 with
questions concerning your bill.

Messages

Electricity Supply Detail

Budget Cumulative Difference				476.69	
Actual costs year to date				3,736.46	
Budgets billed year to date				3,259.77	
Adjustment					-200.65
Budget billing settlement					489.84
Energy charge	1189	kwh	@	0.14859	176.67
Current Electricity Supply Charges					\$465.86

Natural Gas Supply Detail

Budget Cumulative Difference				267.74	
Actual costs year to date				1,558.57	
Budgets billed year to date				1,290.83	
Adjustment					-66.98
Budget billing settlement					588.51
Energy charge	17.6	therm	@	0.86135	15.16
Current Natural Gas Supply Charges					\$536.69

Exhibit 9

**EBPP Bill**

Name Henry Joseph Breton III
Service [REDACTED]
Address Ellicott City, MD [REDACTED]
Account # [REDACTED]

Page 1 of 4

Summary

Billing Date: January 13, 2015

Previous Balance \$254.15

Payments Received

January 6, 2015 -\$254.15

BGE Outstanding Balance \$0.00

Charges/Adjustments this Period

Budget Billing 105.00

Ambit Energy 97.67

Ambit Maryland, LLC 51.48

Total Charges This Period \$254.15

Total Amount Due by Feb 5, 2015 \$254.15

A late charge will be applied to payments received after Feb 5, 2015.

A late payment charge is applied to the unpaid balance of your BGE charges. The charge is up to 1.5% for the first month; additional charges will be assessed on unpaid balances past the first month, not to exceed 5%.

Important Information About Your Bill

As a budget billing plan participant, your budget bill payoff balance is \$151.97. Please remember this includes your current bill and any prior payments or adjustments for your BGE gas and/or electric service only.

This bill reflects new Delivery Service rates as authorized by the Public Service Commission.

Moving? To stop or transfer service, contact BGE at least 3 business days prior to your move date. You are responsible for all service at your present address until you notify us.

Next Scheduled Reading

February 10, 2015

Electric Usage Profile

Month/Year	Type of Reading	Days	kWh	Avg. Daily Use	Avg. Temp
Jan 15	Actual	32	968	30.3	37
Dec 14	Actual	29	764	26.3	42
Jan 14	Actual	31	681	22.0	36

Gas Usage Profile

Month/Year	Type of Reading	Days	Therms	Avg. Daily Use	Avg. Temp
Jan 15	Actual	32	225	7.0	37
Dec 14	Actual	29	163	5.6	42
Jan 14	Actual	31	238	7.7	36

Important Information About Your Bill

BGE Supply Price Comparison Information: The current price for Standard Offer Service (SOS) electricity is 8.575 cents/kWh, effective through May 31, 2015. The price for SOS will cost 9.453 cents/kWh beginning June 1, 2015 through September 30, 2015. The weighted average price of SOS electricity will be 8.891 through September 30, 2015. The price of SOS from October 1, 2015 through May 31, 2016 will be set in May 2015.

Adj Annual Usage Ele 10,344 kWh Gas 1,383 therms

Please detach here and return this portion with your payment.

Account Number

Henry Joseph Breton III
[REDACTED]
Ellicott City, MD [REDACTED]

Please Pay by February 5, 2015**Amount Due****\$254.15****Amount Paid**

A late charge will be applied to payments received after Feb 5, 2015.

Please make check payable to BGE and include account number.
Thank you!

BGE
P.O. Box 13070
Philadelphia, PA 19101-3070



Electric Details

Electric Choice ID: [REDACTED]

Residential - Schedule R

Billing Period: Dec 9, 2014 - Jan 10, 2015 Days Billed: 32

Meter Read on January 10

Meter # [REDACTED]

Current Reading		Previous Reading		kWh Used
17724	-	16756	=	968

BGE Electric Delivery Service

Customer Charge			7.50
EmPower MD Chg	968 kWh x .0048100		4.66
Distribution Chg	151.25 kWh x .0344000		5.20
	816.75 kWh x .0354100		28.92
RSP Chg/Misc Cr	968 kWh x .0041400		4.01
Dmd Res Chg/Cr	968 kWh x .0002900		.28
ERI Initiative Chg	968 kWh x .0001700		.16

State / Local Taxes & Surcharges

MD Universal Svc Prog		.36
Envir Srchg	968 kWh x .0001500	.15
Franchise Tax	968 kWh x .0006200	.60

Total BGE Electric Amount \$51.84

The RSP Charge on this bill includes a qualified rate stabilization charge of \$0.00678 per kWh approved by the Maryland PSC that BGE is collecting as servicer on behalf of RSB BondCo LLC, which owns the qualified rate stabilization charge.

Gas Details

Gas Choice ID: [REDACTED]

Residential - Schedule D

Billing Period: Dec 9, 2014 - Jan 10, 2015 Days Billed: 32

Meter Read on January 10

Meter # [REDACTED]

Current Reading		Previous Reading		Units		Therm Factor		Therms Used
6745	-	6547	=	198	x	1.138	=	225

BGE Gas Delivery Service

Customer Charge			13.00
STRIDE Charge			.47
EmPower MD Chg	225 therms x .0297000		6.68
Distribution Chg	35.16 therms x .3156000		11.10
	189.84 therms x .3755000		71.28
Franchise Tax	225 therms x .0040200		.90

Total BGE Gas Delivery Service Amount \$103.43**Gas Supplier Charges**

Ambit Maryland, LLC

Billing Period: Dec 9, 2014 - Jan 10, 2015

BDGTBILL 51.48

Total Gas Supplier Amount \$51.48

All inquiries on above supplier billing should be directed to Ambit Maryland, LLC at (877) 282-6248.

Earn Free Energy? Log in to your account by going to www.ambitenergy.com. Thank you for choosing Ambit Energy as your EGS. Want to learn how you can

Federal Tax Identification # 52-0280210

BGE Contact Information

Report Power Outages	1-877-778-2222
Emergency Service	1-800-685-0123
Customer Service	1-800-685-0123
Collection/Turn-Off Notices	1-800-685-2210
Hearing/Speech Impaired (TTY-TTD)	1-800-735-2258
Weatherline®	410-662-9225
Additional BGE Services	www.bge.com
Send Correspondence Only to:	P.O. Box 1475, Baltimore, MD 21203

Other BGE Bill Payment Options

BGEasy Automatic Payment Plan	1-800-685-0123
Payments Only to:	P.O. Box 13070, Philadelphia, PA 19101-3070
Hand Deliver to Dropbox (No Cash)	2 Center Plaza
America's Cash Express (Pay-in-Person) *	888-753-2384
Global Express (Pay-in-Person) *	1-800-989-6669
Pay-by-Phone *	1-888-232-0088

* (These are third-party services and processing fees may apply.)



EBPP Bill

Name Henry Joseph Breton III
Service [REDACTED]
Address Ellicott City, MD [REDACTED]
Account # [REDACTED]

Page 3 of 4

Electric Details (continued)

Electric Supplier Charges

Ambit Energy

Billing Period: Dec 9, 2014 - Jan 10, 2015

01/10 Budget 733 Kh X 0.1331 97.67

Total Electric Supplier Amount \$97.67

All inquiries on above supplier billing should be directed to
Ambit Energy at (877) 282-6248.

Your cumulative Budget Bill Balance is \$462.64

Exhibit 10



EBPP Bill

Name Henry Joseph Breton III
 Service [REDACTED]
 Address Ellicott City, MD [REDACTED]
 Account # [REDACTED]

Page 1 of 4

Summary

Billing Date: December 11, 2014

Previous Balance \$257.95

Payments Received

December 9, 2014 -\$257.95

BGE Outstanding Balance \$0.00

Charges/Adjustments this Period

Budget Billing 105.00

Ambit Energy 97.67

Ambit Maryland, LLC 51.48

Total Charges This Period \$254.15

Total Amount Due by Jan 5, 2015 \$254.15

A late charge will be applied to payments received after Jan 5, 2015.

A late payment charge is applied to the unpaid balance of your BGE charges. The charge is up to 1.5% for the first month; additional charges will be assessed on unpaid balances past the first month, not to exceed 5%.

Important Information About Your Bill

As a budget billing plan participant, your budget bill payoff balance is \$101.70. Please remember this includes your current bill and any prior payments or adjustments for your BGE gas and/or electric service only.

Moving? To stop or transfer service, contact BGE at least 3 business days prior to your move date. You are responsible for all service at your present address until you notify us.

Next Scheduled Reading

January 10, 2015

Electric Usage Profile

Month/Year	Type of Reading	Days	kWh	Avg. Daily Use	Avg. Temp
Dec 14	Actual	29	764	26.3	42
Nov 14	Actual	31	776	25.0	57
Dec 13	Actual	31	732	23.6	42

Gas Usage Profile

Month/Year	Type of Reading	Days	Therms	Avg. Daily Use	Avg. Temp
Dec 14	Actual	29	163	5.6	42
Nov 14	Actual	31	85	2.7	57
Dec 13	Actual	31	192	6.2	42

Important Information About Your Bill

BGE Supply Price Comparison Information: The current price for Standard Offer Service (SOS) electricity is 8.575 cents/kWh, effective through May 31, 2015. The price for SOS will cost 9.453 cents/kWh beginning June 1, 2015 through September 30, 2015. The weighted average price of SOS electricity will be 8.891 through September 30, 2015. The price of SOS from October 1, 2015 through May 31, 2016 will be set in May 2015.

Adj Annual Usage Ele 10,057 kWh Gas 1,396 therms

Please detach here and return this portion with your payment.

Account Number [REDACTED]

Henry Joseph Breton III

Ellicott City, MD [REDACTED]

Please Pay by January 5, 2015

Amount Due

\$254.15

Amount Paid

A late charge will be applied to payments received after Jan 5, 2015.

Please make check payable to BGE and include account number.
 Thank you!

BGE
 P.O. Box 13070
 Philadelphia, PA 19101-3070



Electric Details

Electric Choice ID: [REDACTED]

Residential - Schedule R

Billing Period: Nov 10, 2014 - Dec 9, 2014 Days Billed: 29

Meter Read on December 9

Meter # [REDACTED]

Current Reading		Previous Reading		kWh Used
16756	-	15992	=	764

BGE Electric Delivery Service

Customer Charge			7.50
EmPower MD Chg	764 kWh x .0041100		3.14
Distribution Chg	764 kWh x .0344000		26.28
RSP Chg/Misc Cr	764 kWh x .0033600		2.57
Dmd Res Chg/Cr	764 kWh x .0002900		.22
ERI Initiative Chg	764 kWh x .0000900		.07

State / Local Taxes & Surcharges

MD Universal Svc Prog		.36
Envir Srchg	764 kWh x .0001500	.11
Franchise Tax	764 kWh x .0006200	.47

Total BGE Electric Amount \$40.72

The RSP Charge on this bill includes a qualified rate stabilization charge of \$.00606 per kWh approved by the Maryland PSC that BGE is collecting as servicer on behalf of RSB BondCo LLC, which owns the qualified rate stabilization charge.

Gas Details

Gas Choice ID: [REDACTED]

Residential - Schedule D

Billing Period: Nov 10, 2014 - Dec 9, 2014 Days Billed: 29

Meter Read on December 9

Meter # [REDACTED]

Current Reading		Previous Reading		Units		Therm Factor		Therms Used
6547	-	6402	=	145	x	1.122	=	163

BGE Gas Delivery Service

Customer Charge			13.00
STRIDE Charge			.37
EmPower MD Chg	163 therms x .0233000		3.80
Distribution Chg	163 therms x .3156000		51.44
Franchise Tax	163 therms x .0040200		.66
Total BGE Gas Delivery Service Amount			\$69.27

Gas Supplier Charges

Ambit Maryland, LLC

Billing Period: Nov 10, 2014 - Dec 9, 2014

BDGTBILL 51.48

Total Gas Supplier Amount \$51.48

All inquiries on above supplier billing should be directed to Ambit Maryland, LLC at (877) 282-6248.

Earn Free Energy? Log in to your account by going to www.ambitenergy.com. Thank you for choosing Ambit Energy as your EGS. Want to learn how you can

Account Number [REDACTED]

Federal Tax Identification # 52-0280210

BGE Contact Information

Report Power Outages	1-877-778-2222
Emergency Service	1-800-685-0123
Customer Service	1-800-685-0123
Collection/Turn-Off Notices	1-800-685-2210
Hearing/Speech Impaired (TTY-TTD)	1-800-735-2258
Weatherline®	410-662-9225
Additional BGE Services	www.bge.com
Send Correspondence Only to:	P.O. Box 1475, Baltimore, MD 21203

Other BGE Bill Payment Options

BGEasy Automatic Payment Plan	1-800-685-0123
Payments Only to:	P.O. Box 13070, Philadelphia, PA 19101-3070
Hand Deliver to Dropbox (No Cash)	2 Center Plaza
America's Cash Express (Pay-in-Person) *	888-753-2384
Global Express (Pay-in-Person) *	1-800-989-6669
Pay-by-Phone *	1-888-232-0088

* (These are third-party services and processing fees may apply.)

**EBPP Bill**

Name Henry Joseph Breton III
Service [REDACTED]
Address Ellicott City, MD [REDACTED]
Account # [REDACTED]

Page 3 of 4

Electric Details (continued)**Electric Supplier Charges**

Ambit Energy

Billing Period: Nov 10, 2014 - Dec 9, 2014

12/09 Budget 733 Kh X 0.1331	97.67
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Total Electric Supplier Amount	\$97.67
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All inquiries on above supplier billing should be directed to
Ambit Energy at (877) 282-6248.

Your cumulative Budget Bill Balance is \$401.46

Exhibit 11



EBPP Bill

Name Henry Joseph Breton III
 Service [REDACTED]
 Address Ellicott City, MD [REDACTED]
 Account # [REDACTED]

Page 1 of 4

Summary

Billing Date: February 17, 2015

Previous Balance \$254.15

Payments Received

February 9, 2015 -\$254.15

BGE Outstanding Balance \$0.00

Charges/Adjustments this Period

Budget Billing 163.00

Ambit Energy 575.07

Ambit Maryland, LLC 780.07

Total Charges This Period \$1,518.14

Total Amount Due by Mar 12, 2015 \$1,518.14

A late charge will be applied to payments received after Mar 12, 2015.

A late payment charge is applied to the unpaid balance of your BGE charges. The charge is up to 1.5% for the first month; additional charges will be assessed on unpaid balances past the first month, not to exceed 5%.

Important Information About Your Bill

As a budget billing plan participant, your budget bill payoff balance is \$264.42. Please remember this includes your current bill and any prior payments or adjustments for your BGE gas and/or electric service only.

Your return to BGE Standard Offer Service may result in a request for an additional security deposit.

Moving? To stop or transfer service, contact BGE at least 3 business days prior to your move date. You are responsible for all service at your present address until you notify us.

Next Scheduled Reading

March 10, 2015

Electric Usage Profile

Month/Year	Type of Reading	Days	kWh	Avg. Daily Use	Avg. Temp
Feb 15	Actual	31	861	27.8	32
Jan 15	Actual	32	968	30.3	37
Feb 14	Actual	31	682	22.0	31

Gas Usage Profile

Month/Year	Type of Reading	Days	Therms	Avg. Daily Use	Avg. Temp
Feb 15	Actual	31	276	8.9	32
Jan 15	Actual	32	225	7.0	37
Feb 14	Actual	31	260	8.4	31

Important Information About Your Bill

BGE Supply Price Comparison Information: The current price for Standard Offer Service (SOS) electricity is 8.815 cents/kWh, effective through May 31, 2015. The price for SOS will cost 9.453 cents/kWh beginning June 1, 2015 through September 30, 2015. The weighted average price of SOS electricity will be 9.045 through September 30, 2015. The price of SOS from October 1, 2015 through May 31, 2016 will be set in May 2015.

Adj Annual Usage Ele 10,523 kWh Gas 1,399 therms

Please detach here and return this portion with your payment.

Account Number [REDACTED]

Henry Joseph Breton III
 [REDACTED]
 Ellicott City, MD [REDACTED]

Please Pay by March 12, 2015

Amount Due

\$1,518.14

Amount Paid

A late charge will be applied to payments received after Mar 12, 2015.

Please make check payable to BGE and include account number.
 Thank you!

BGE
 P.O. Box 13070
 Philadelphia, PA 19101-3070



21607778100050001518145071400015560700

Electric Details

Electric Choice ID: [REDACTED]

Residential - Schedule R

Billing Period: Jan 10, 2015 - Feb 10, 2015 Days Billed: 31

Meter Read on February 10

Meter # [REDACTED]

Current Reading		Previous Reading		kWh Used
18585	-	17724	=	861

BGE Electric Delivery Service

Customer Charge			7.50
EmPower MD Chg	861 kWh x .0048100		4.14
Distribution Chg	861 kWh x .0359200		30.93
RSP Chg/Misc Cr	861 kWh x .0041400		3.56
Dmd Res Chg/Cr	861 kWh x .0002900		.25
ERI Initiative Chg	861 kWh x .0001700		.15

State / Local Taxes & Surcharges

MD Universal Svc Prog		.36
Envir Srchg	861 kWh x .0001500	.13
Franchise Tax	861 kWh x .0006200	.53

Total BGE Electric Amount \$47.55

The RSP Charge on this bill includes a qualified rate stabilization charge of \$0.00678 per kWh approved by the Maryland PSC that BGE is collecting as servicer on behalf of RSB BondCo LLC, which owns the qualified rate stabilization charge.

Gas Details

Gas Choice ID: [REDACTED]

Residential - Schedule D

Billing Period: Jan 10, 2015 - Feb 10, 2015 Days Billed: 31

Meter Read on February 1

Meter # [REDACTED]

Current Reading		Previous Reading		Units		Therm Factor		Therms Used
6917	-	6745	=	172	x	1.144	=	197

Meter Read on February 10

Meter # [REDACTED]

Current Reading		Previous Reading		Units		Therm Factor		Therms Used
6986	-	6917	=	69	x	1.146	=	79

BGE Gas Delivery Service

EmPower MD Chg	197 therms x .0297000	5.85
Distribution Chg	197 therms x .3702000	72.93
Franchise Tax	197 therms x .0040200	.79

Total BGE Gas Delivery Service Amount \$79.57**BGE Gas Delivery Service**

Customer Charge		13.00
STRIDE Charge		.47
EmPower MD Chg	79 therms x .0297000	2.35
Distribution Chg	79 therms x .3702000	29.25
Franchise Tax	79 therms x .0040200	.32

Total BGE Gas Delivery Service Amount \$45.39**BGE Gas Commodity**

Gas Commodity	79 therms x .5688000	44.94
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Total BGE Gas Commodity Amount \$44.94

Account Number [REDACTED]

Federal Tax Identification # 52-0280210

BGE Contact Information

Report Power Outages	1-877-778-2222
Emergency Service	1-800-685-0123
Customer Service	1-800-685-0123
Collection/Turn-Off Notices	1-800-685-2210
Hearing/Speech Impaired (TTY-TTD)	1-800-735-2258
Weatherline®	410-662-9225
Additional BGE Services	www.bge.com
Send Correspondence Only to:	P.O. Box 1475, Baltimore, MD 21203

Other BGE Bill Payment Options

BGEasy Automatic Payment Plan	1-800-685-0123
Payments Only to:	P.O. Box 13070, Philadelphia, PA 19101-3070
Hand Deliver to Dropbox (No Cash)	2 Center Plaza
America's Cash Express (Pay-in-Person) *	888-753-2384
Global Express (Pay-in-Person) *	1-800-989-6669
Pay-by-Phone *	1-888-232-0088

* (These are third-party services and processing fees may apply.)



EBPP Bill

Name Henry Joseph Breton III
Service [REDACTED]
Address Ellicott City, MD [REDACTED]
Account # [REDACTED]

Page 3 of 4

Electric Details (continued)

Electric Supplier Charges

Ambit Energy

Billing Period: Jan 10, 2015 - Feb 10, 2015

02/10 Usage 861 Kh X 0.1641 141.29

Budget Settle 433.78

Total Electric Supplier Amount \$575.07

All inquiries on above supplier billing should be directed to Ambit Energy at (877) 282-6248.

Gas Details (continued)

Gas Supplier Charges

Ambit Maryland, LLC

Billing Period: Jan 10, 2015 - Feb 1, 2015

NOTAXCHG 182.80

597.27

Total Gas Supplier Amount \$780.07

All inquiries on above supplier billing should be directed to Ambit Maryland, LLC at (877) 282-6248.

Earn Free Energy? Log in to your account by going to www.ambitenergy.com. Thank you for choosing Ambit Energy as your EGS. Want to learn how you can

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON REVERSE OF THIS FORM.)*

I. (a) PLAINTIFFS

Scott Lazarek and Henry Breton

(b) County of Residence of First Listed Plaintiff Monroe County*(PLACE IN PLAINTEXT CASES)*

(c) Attorneys (Firm Name, Address, and Telephone Number)

Steven L. Wittels of Wittels Law, P.C.
18 Half Mile Road, Armonk, NY 10504
(914) 319-9945

DEFENDANTS

Ambit Energy Holdings, LLC, Ambit New York, LLC, and Ambit Northeast, LLC

County of Residence of First Listed Defendant Dallas County, Texas*(ONLY IN PLAINTIFF CASES ONLY)*

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (if known)

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question *(U.S. Government Not a Party)*
☒ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable Sat TV <input type="checkbox"/> 850 Securities Commodities Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing Accommodations <input type="checkbox"/> 445 Amer. w Disabilities - Employment <input type="checkbox"/> 446 Amer. w Disabilities - Other <input type="checkbox"/> 118 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN *(Place an "X" in One Box Only)*

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Remanded or Reopened
☐ 5 Transferred from Another District *(Specify)*
☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:
28 U.S.C. § 1332

Brief description of cause:

Class action based on Defendants' deceptive conduct towards energy customers.

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.C.P.

DEMAND \$
5,000,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY*(See instructions)*

JUDGE

DOCKET NUMBER

DATE
06/15/2015

SIGNATURE OF ATTORNEY PREPARED

FOR OFFICE USE ONLY

RECEIPT

AMOUNT

APPLYING FEE

JUDGE

MAG. JUDGE

Western District of New York

SCOTT LAZAREK AND HENRY BRETON,
Individually and on Behalf of All Others Similarly
Situated,

Plaintiff(s)

V.

AMBIT ENERGY HOLDINGS, LLC, AMBIT NEW YORK, LLC, and AMBIT NORTHEAST, LLC,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* **AMBIT ENERGY HOLDINGS, LLC, AMBIT NEW YORK, LLC, and AMBIT NORTHEAST, LLC**

1801 N. Lamar Street, Suite 200
Dallas, Texas 75202

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

WITTELS LAW, P.C.
18 HALF MILE ROAD
ARMONK, NEW YORK 10504
Telephone: (914) 319-9945

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 6/15/2015

Signature of Clerk or Deputy Clerk