

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

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

Plaintiff,

v.

PALMCO POWER IL, LLC d/b/a Indra Energy,
an Illinois limited liability corporation,

Defendants.

No. 2024CH10487

FINAL JUDGMENT AND CONSENT DECREE

Plaintiff and Defendant Palmco Power IL, LLC d/b/a Indra Energy (“Indra Energy”) have agreed to entry of this Final Judgment and Consent Decree (“Consent Decree”) by the Court without trial or adjudication of any issue of fact or law. Plaintiff, the PEOPLE OF THE STATE OF ILLINOIS, by KWAME RAOUL, Attorney General of Illinois, has filed a Complaint in this matter against Indra Energy alleging violations of the Illinois Consumer Fraud and Deceptive Business Practices Act (“Consumer Fraud Act”), 815 ILCS 505/1 *et. seq.*, and the Telephone Solicitations Act, 815 ILCS 413/1 *et seq.*

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

FINDINGS:

1. Plaintiff filed its Complaint in the above-captioned matter on December 3, 2024, the allegations of which are incorporated herein by reference.

2. This Court has jurisdiction over the subject matter of the complaint having been filed herein and over the parties to this Consent Decree.

3. Indra Energy is an alternative retail electric supplier (“ARES”) certified by the Illinois Commerce Commission (“ICC”) to engage in the sale of electricity to residential retail customers.

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

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

6. In the Complaint, Plaintiff alleges, and Indra Energy denies, that from October 12, 2017 through 2024, Indra Energy, acting through third-party vendors, engaged in unfair and deceptive acts or practices in the course of trade and commerce, including misrepresenting an affiliation with ComEd and Ameren, enrolling consumers in its supply service without their consent, altering telemarketing recordings, and misrepresenting that consumers would save money if they enrolled in Indra Energy’s supply services, in violation of Sections 2 and 2EE of the Consumer Fraud Act, and omitted key disclosures during its telephone solicitations, including obtaining consumers’ consent for the solicitation and stating the purpose of the solicitation at the beginning of the call, in violation of Section 15 of the Telephone Solicitations Act.

7. The unfair and deceptive acts or practices and related violations alleged in the Complaint constitute the basis for the execution and filing of this Consent Decree. Nothing contained in the Complaint or this Consent Decree is intended by the parties to be deemed or construed as an admission of wrongdoing or liability by Indra Energy, all of which Indra Energy

expressly denies. The parties are entering into this Consent Decree solely for the purpose of avoiding costly and protracted litigation.

ORDER

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

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I. Definitions

8. “Monitoring Period” shall mean the period of time beginning on the date that Indra Energy resumes Marketing Activities in Illinois and ending two years thereafter.

9. “Consumers” or “Consumer” shall mean residential consumers in Illinois.

10. “Effective Date” shall mean the date this Consent Decree is entered by this Court.

11. “Indra Energy” shall mean Palmco Power IL, LLC, including all of the corporate entities’ past, current, or future parents, subsidiaries, divisions, successors, affiliates, and assigns doing business in Illinois.

12. “Marketing Activities” shall mean any telemarketing, direct mail, electronic, in-person, or other solicitation offering the sale of electricity and natural gas by or on behalf of Indra Energy or Indra Energy’s third-party vendors to new Consumers in the State of Illinois, including but not limited to soliciting Consumers who are directed to Indra Energy from online advertisements.

13. “Special Attorneys General” shall mean Hughes Socol Piers Resnick & Dym, Ltd., Edelson P.C., and Miner Barnhill & Galland, P.C.

II. Injunctive Relief

Suspension of Marketing Activity in Illinois

14. Defendant Palmco Power Illinois, LLC is enjoined from engaging in all Marketing Activities and enrolling new customers in Illinois for 18 months, beginning September 1, 2024 (the “Marketing Suspension Period”).

Business Practices

15. Once the Marketing Suspension Period has expired, Indra Energy is hereby permanently enjoined from:

- a. Misrepresenting, expressly or by implication, that Consumers will save money, unless Indra Energy describes to the Consumer, in writing, the conditions or circumstances that must occur in order for the savings to be realized, including the entity or entities and price or prices to which Indra Energy is comparing its own offer for purposes of assessing or calculating savings;
- b. Misrepresenting, expressly or by implication, including via digital advertisements, that Indra Energy is employed by, representing, endorsed by, acting on behalf of, or affiliated with a public utility or a government-sanctioned program;
- c. Using the exact phrases “utility choice program,” “energy choice program,” or “state choice program,” as it relates to Illinois’s deregulation law;
- d. Representing, expressly or by implication, that Consumers are entitled to savings on their electric bill under a state or federal deregulation law or specific program;
- e. Enrolling consumers in Indra Energy’s supply services without obtaining the consumer’s authorization;
- f. Altering or splicing telemarketing recordings;

- g. Misrepresenting that a consumer's monthly bill only includes the energy supply charge. Nothing herein shall prevent Indra Energy from disclosing the "Total Price" required by Part 412.120, 412.130, 412.110, 412.115, and Appendix A;
 - h. During a telemarketing or in-person solicitation, asking a Consumer to provide their utility account number before Indra Energy discloses all material terms and the Consumer affirmatively consents to enroll with Indra Energy.
16. Once the Marketing Suspension Period has expired, Indra Energy shall:
- a. Disclose to a Consumer at the beginning of any solicitation, including telemarketing and in-person solicitations, the name of the sales agent; the entity the sales agent represents (i.e. Indra Energy); that Indra Energy is an independent seller of electric power and energy service certified by the Illinois Commerce Commission; that Indra Energy is not representing, endorsed by, or acting on behalf of a utility or a utility program; and that the purpose of the solicitation is to switch the Consumer to Indra Energy as the consumer's electric or gas supplier.
 - b. For telemarketing solicitations, at the beginning of the call provide all disclosures required by Part 412.130, which includes inquiring whether the Consumer consents to the solicitation and only proceeding with the solicitation if the Consumer provides consent.
 - c. Disclose the following material terms in any telemarketing and in-person solicitations:
 - i. Any monthly fees that the Consumer will be charged;
 - ii. Any rates per kilowatt hour or per therm that the Consumer will be charged;
 - iii. The price to compare as required by Part 412.115, 412.120, 412.130;

iv. Whether the contract will automatically renew; and

v. The length of the contract that the Consumer will be entering into.

17. If Indra Energy charges Consumers a variable rate for its supply service, then it shall provide to Consumers the one-year price history of variable rates charged by Indra Energy, or, if it has been offered for less than one year, the price history for the life of the product and the relevant public utility's price to compare in the Uniform Disclosure Statement.

18. Indra shall not pay its employees based only on the volume of sales made by those employees. If the company's compensation plan includes any incentive or penalty for employees based on sales, then the compensation plan shall also consider the employees' compliance with the provisions of this agreement. Additionally, Indra shall not compensate its vendors based only on the volume of sales made by those employees.

19. On a monthly basis, Indra Energy shall review 3% of all third-party vendors' sales calls that result in an enrollment, or 50 calls each month that result in an enrollment, whichever is less. If the sales calls violate any of the terms of this Consent Decree, then Indra Energy shall inform the third-party vendor and take any action required by Paragraph 26. Indra Energy shall keep a record of the sales calls that it reviews each month.

Training Policies and Procedures

20. The following provisions regarding training policies and procedures shall be implemented before Indra Energy resumes marketing residential gas or electricity supply in the State of Illinois.

21. Indra Energy shall develop and implement, to the extent not already properly developed or implemented, training policies and procedures designed to ensure that all sales representatives marketing services on behalf of Indra Energy in the State of Illinois comply with

the injunctive provisions of Section II of this Consent Decree, including sales representatives from a third-party vendor.

22. Indra Energy's training policies and procedures shall include, but not be limited to, quarterly training of sales representatives, periodic monitoring of sales representatives, and timely, reasonable, and appropriate disciplinary actions for sales representatives who Indra Energy determines are non-compliant.

23. Indra Energy's outbound telemarketing training materials shall include the following language: "At the beginning of the call, you must ask for the Consumer's consent to conduct the solicitation. If the Consumer does not consent, you must end the call."

24. Indra Energy shall review the training policies and procedures annually, or whenever there is a change in applicable law that affects the terms of this Consent Decree, and shall update such training policies and procedures as necessary.

25. During the Monitoring Period, Indra Energy shall require all third-party vendors to comply with the terms of Section II of this Consent Decree by memorializing in a written contract the third-party's obligation to comply with the terms of this Consent Decree.

26. If Indra Energy becomes aware that any sales agent of a third-party vendor did not comply with the terms of this Consent Decree, then Indra Energy will require the third-party vendor to timely provide the sales agent a warning. If the sales agent violates the terms of this Consent Decree a second time during the next six months, then Indra Energy will require the third-party vendor to permanently remove the sales agent from Indra Energy's Illinois sales campaign. If Indra Energy notifies a vendor four times in six months that one of its sales agents must be permanently removed from Indra Energy's sales campaign, then Indra Energy shall immediately instruct the vendor to cease marketing on behalf of Indra Energy and shall terminate its relationship

with the vendor within 30 days thereafter.

III. Payment into a Qualified Settlement Fund

27. The State of Illinois shall contract with a third-party settlement administrator of its choosing to facilitate restitution to Indra Energy customers and payment to the Special Attorneys General. Indra Energy shall deposit a total of \$3,500,000, in installments pursuant to Paragraph 29, into a Qualified Settlement Fund created by the settlement administrator, pursuant to instructions provided by the Attorney General. Settlement administration costs, in the amount of \$170,000, shall be deducted from Indra Energy's \$3.5 million payment into the Qualified Settlement Fund.

28. All entities covered under the definition of Indra Energy, and any affiliated entities that currently offer gas or electric supply in other states, are jointly and severally responsible for making the \$3,500,000 payment.

29. Indra Energy shall make the payments on the following 12-month schedule:

- a. \$300,000 on the first day of the first full calendar month following entry of this Consent Decree.
- b. \$200,000 paid into the Qualified Settlement Fund on the first day of the second month following entry of this Consent Decree;
- c. \$200,000 paid into the Qualified Settlement Fund on the first day of the third month following entry of this Consent Decree;
- d. \$200,000 paid into the Qualified Settlement Fund on the first day of the fourth month following entry of this Consent Decree;
- e. \$200,000 paid into the Qualified Settlement Fund on the first day of the fifth month following entry of this Consent Decree;
- f. \$200,000 paid into the Qualified Settlement Fund on the first day of the sixth month

- following entry of this Consent Decree;
- g. \$300,000 paid into the Qualified Settlement Fund on the first day of the seventh month following entry of this Consent Decree;
 - h. \$300,000 paid into the Qualified Settlement Fund on the first day of the eighth month following entry of this Consent Decree;
 - i. \$300,000 paid into the Qualified Settlement Fund on the first day of the ninth month following entry of this Consent Decree;
 - j. \$433,333 paid into the Qualified Settlement Fund on the first day of the tenth month following entry of this Consent Decree;
 - k. \$433,333 paid into the Qualified Settlement Fund on the first day of the eleventh month following entry of this Consent Decree; and
 - l. \$433,334 paid into the Qualified Settlement Fund on the first day of the twelfth month following entry of this Consent Decree.
 - m. Nothing in Paragraph 29 prevents a larger payment from being made in excess of the designated amount for a given month. If such larger payment fully covers multiple monthly due dates, then no payment shall be due on the original monthly due date(s). The original monthly schedule shall resume once the larger payment has been applied across multiple months.

30. As Indra Energy makes monthly payments into the Qualified Settlement Fund, the settlement administrator shall wire 15% of each payment to Hughes Socol Piers Resnick & Dym, Ltd. These payments represent the Special Attorneys' Generals attorneys' fees for investigating and litigating this matter. Hughes Socol Piers Resnick & Dym, Ltd. shall ensure that the fee payments are divided among the three firms appointed, as Special Attorneys General pursuant to their

agreement.

31. Additionally, once Indra Energy makes its initial payment into the Qualified Settlement Fund, the Settlement Administrator shall wire \$10,530.66 to Hughes Socol Piers Resnick & Dym, Ltd. This payment represents the Special Attorneys' General out-of-pocket costs in investigating and litigating this matter.

32. Also, once Indra Energy makes its initial payment into the Qualified Settlement Fund, the Settlement Administrator shall wire \$100,000 into a consumer protection account, pursuant to instructions provided by the Attorney General, for subsequent expenditure as authorized by the Attorney General.

33. If Indra Energy defaults on a payment, it will have until the 25th day of the month to cure the default. If Indra Energy does not cure the default by the 25th day of the month, then the entire balance of the \$3.5 million will immediately be due and owing pursuant to this judgment and Consent Decree.

34. Any acceptance by the Attorney General of late payments shall not constitute a waiver of the State's rights upon default. Indra Energy consents to the jurisdiction of this Court for any enforcement proceeding related to non-payment of the \$3.5 million settlement amount.

35. The release outlined in Paragraph 57 will not be effective until Indra Energy has made all payments required under this judgment Consent Decree.

IV. Restitution

36. Provided that Indra Energy timely pays the amounts outlined in Paragraph 29 above, the settlement administrator shall facilitate refunds in the amount of \$2,694,469.34 (the "Total Refund Amount") to Indra Energy's residential customers in Illinois with unique utility account numbers for whom supply service flowed from Indra Energy between October 12, 2017

and the Effective Date of this Consent Decree for at least 30 days during that time period ("Eligible Customers").

37. Fees and costs charged by the settlement administrator will be paid out of the Qualified Settlement Fund.

38. Indra Energy and the Attorney General will cooperate in the filing of IRS 1098-F Forms, including by Indra providing the required contact and other personal information, providing however, that this provision shall not be construed to imply that Indra Energy is responsible for filing an IRS 1098-F.

39. To facilitate restitution, Indra Energy will determine the total cumulative kilowatt-hours of electricity supply service that flowed to Eligible Customers. \$2,694,469.34 will be divided by the total cumulative kilowatt-hours of supply service that flowed to Eligible Customers to determine the refund amount per kilowatt-hour of service that flowed to Eligible Customers by Indra Energy. The amount of each electricity customer refund shall be calculated by multiplying the number of kilowatt-hours that Indra Energy flowed electricity supply service to an Eligible Customer by the refund amount per kilowatt-hour of service ("Customer Refund").

40. Within 90 days of the Attorney General's notification to Indra Energy of the settlement administrator's contact information, Indra Energy shall provide the Attorney General Eligible Customers' Refund amounts and relevant contact information.

41. For Eligible Customers, the settlement administrator will issue refund checks in the amount of the Customer Refund. Provided, however, the settlement administrator will not distribute Customer Refunds less than \$5.00. Instead, Customer Refunds less than \$5.00 will be distributed to Eligible Customers who have Customer Refunds that are greater than or equal to \$5.00 proportionally based on the size of their initial Customer Refund.

42. If an Eligible Customer contacts Indra Energy indicating that the customer requires a new check, and the customer has not already been presented with a Customer Refund Check, Indra Energy shall promptly notify the settlement administrator.

43. If Refund Checks remain uncashed five months after being issued by the settlement administrator, the settlement administrator shall provide to the Attorney General a list of the names, telephone numbers, and last known address of all Eligible Customers whose Customer Refunds remain uncashed. If Refund Checks remain uncashed six months after being issued by the settlement administrator, then the checks shall be voided, and the settlement administrator shall direct such funds to the State of Illinois Unclaimed Funds and distribute such funds in accordance with the Revised Uniform Unclaimed Property Act, 765 ILCS 1026/15-101.

44. If there are any funds remaining in the Qualified Settlement Fund thereafter, all such funds shall be disbursed to the Illinois Attorney General, as directed by the Attorney General, and such funds shall be used by the Illinois Attorney General for any lawful purpose, Indra Energy is not entitled to any further accounting of the monetary payment required by this Consent Decree.

V. Compliance Reporting

45. During the Monitoring Period, Indra Energy shall notify the Attorney General within 60 days of a change in structure. For purposes of this Paragraph, a change in structure shall mean: a dissolution, assignment, sale, merger, or reorganization of Indra Energy related to acts or practices directed towards Illinois Consumers and subject to this Consent Decree; or a change in the Defendant's business name or address.

46. If Indra Energy resumes marketing residential gas or electricity supply in the State of Illinois, then it shall hire a Monitor ("the Monitor") to oversee its compliance with the injunctive provisions of this Consent Decree for the duration of the Monitoring Period. The Attorney General

must approve the Monitor that Indra Energy retains, and the Attorney General will pay for the fees and costs of the Monitor. The Monitor may be dismissed for any reason by agreement of the parties. If a Monitor is dismissed, Indra Energy must hire a new Monitor, with the approval of the Attorney General. Any period of time up to 3 months in between the dismissal of a Monitor and the hiring of a new Monitor shall not be counted towards the Monitoring Period.

47. During the Monitoring Period, the Monitor shall review Indra Energy's compliance with the provisions of Section II in this Consent Decree.

48. During the Monitoring Period, Indra Energy shall, without undue delay or interference, permit the Monitor access to documents, information and relevant personnel for the purpose of auditing compliance with the Consent Decree, including the following activities:

- a. Call Recordings: Indra Energy shall provide the Monitor access to all call recordings that occurred during the Monitoring Period and that Indra Energy is required to preserve under state law. Indra Energy need not produce any recordings during periods in which it does not market residential gas or electric supply in Illinois.
- b. Training: the Monitor shall have access to all training materials which were provided to the ICC pursuant to 220 ILCS 5/16-115A(e)(vi); 412.170(a) during the Monitoring Period.
- c. Scripts: The Monitor shall have access to all scripts in use by Indra Energy or third-party vendors engaged in sales practices on behalf of Indra Energy in use during the Monitoring Period.
- d. Complaints: The Monitor shall have access to all complaints made during the Monitoring Period by Consumers or potential Consumers about Indra Energy's

marketing practices and Indra Energy's responses to those complaints.

- e. Marketing: The Monitor shall have access to Indra Energy's marketing materials, websites, and disclosures in use during the Monitoring Period.
- f. Contracts: The Monitor shall have access to all Indra Energy's Consumer contracts in use in the state of Illinois during the Monitoring Period, which were provided to the ICC pursuant to 412.310(a)(2).

49. The independent Monitor shall provide two reports to the Attorney General's office regarding Indra Energy's compliance with this Consent Decree during the Monitoring Period. Indra Energy shall be provided with a copy of the reports. The reports shall be issued no later than one year and two years after Indra Energy resumes marketing residential gas or electricity supply in the State of Illinois during the Monitoring Period. If at any time the Monitor believes that there is undue delay, resistance, interference, limitation, or denial of access to any records or to any employee deemed necessary by the Monitor to implement or review compliance with this decree, the Monitor shall meet and confer with a designated Indra Energy official. If the Monitor cannot resolve such limitation or denial, it shall be immediately reported to the Attorney General. Nothing herein prevents the Monitor from engaging with Indra Energy regarding the audited materials to ensure compliance with this Consent Decree. In no circumstances shall the Monitor reports constitute presumptive or prima facie violations of this Consent Decree or the law.

VI. Conflicts

50. If a state or federal entity enacts or promulgates legislation, regulations, or rules with respect to matters governed by these terms that creates a conflict with any of these terms such that compliance with this Agreement and the newly promulgated legislation, regulation, or rule becomes impossible, Indra Energy shall notify the Attorney General. The parties shall meet

and confer in good faith to attempt to resolve any disagreement regarding the potential conflict and modify this agreement as appropriate.

VII. Evidence of Potential Violations

51. If the Attorney General determines that Indra Energy is potentially in violation of any provisions of this Agreement, and in the Attorney General's sole discretion the potential violation does not threaten the health or safety of the citizens of the state of Illinois and/or does not create an emergency requiring immediate action, the Attorney General shall notify Indra Energy in writing of the potential violation and Indra Energy shall thereafter have 45 calendar days from receipt of such written notice, or such additional time as Indra Energy and the Attorney General agree to in writing, to provide a good faith written response to the Attorney General's determination. The written response shall include (A) a statement explaining why Indra Energy believes it is in compliance with this Agreement; or (B) a detailed explanation of how the alleged violation(s) occurred, and (i) a statement that the alleged violation has been addressed and how, or (ii) a statement that the alleged violation cannot be reasonably cured within 30 days from receipt of the notice, but (a) Indra has begun to take corrective action(s), (b) Indra is pursuing such corrective action(s) with reasonable diligence, and (c) Indra has provided the Attorney General with a reasonable timetable for addressing the alleged violation. Indra's written response may also include evidence of corrective actions, such as: (A) evidence of limited invalid enrollment; (B) evidence that Indra followed the procedures in Paragraph 26; (C) evidence that Indra's sales scripts or training materials, as applicable, were compliant with applicable statutory and regulatory requirements; and (D) evidence that Indra adequately addressed consumer complaints relating to the issue.

VIII. Circumvention

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

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

IX. No Reliance on Outside Representations

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

X. Entire Agreement/No Reliance

55. This Consent Decree and any exhibits hereto, and the Guaranty Agreement signed contemporaneously herewith ("Guaranty Agreement"), embody the entire agreement between the parties with regard to the matters herein, with any and all prior written or oral representations or agreements in any form, including any and all correspondence, conversations, or memorandum, superseded and merged herein and replaced hereby. No representations, inducements, promises, or

agreements have been made by any party, or anyone acting on behalf of any party, which are not contained within this Consent Decree and the Guaranty Agreement. The parties, therefore, warrant and represent that they are relying solely upon the terms herein and in the Guaranty Agreement when entering into this Consent Decree and are not relying upon any other information, representation, inducement, promise, or agreement, no matter what form, except the Guaranty Agreement. No change to this Consent Decree may be affected without the written consent of authorized representatives of the parties.

XI. No Condition Precedent

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

XII. Releases by the Attorney General

57. Upon receipt of all payments due under this Consent Decree, the Attorney General shall release and discharge all entities and individuals defined as Indra Energy in Paragraph 11, and each and all of its past and present parents, subsidiaries and divisions, predecessors, successors, assigns, directors, officers, and employees from all civil claims that the Attorney General could have brought relating to the acts and practices engaged in by Indra Energy as alleged in the Complaint through the Effective Date. Nothing contained in this paragraph shall be construed to limit the ability of the Attorney General to enforce the obligations that Indra Energy has under this Consent Decree. This Consent Decree does not bind any other offices or agencies of the State of Illinois, and this Consent Decree shall not be construed to, nor does it, resolve or preclude any other action, civil, criminal or administrative, which may be pending or may subsequently be brought by another officer or agency of the State of Illinois.

XIII. Releases by Indra Energy

58. As of the Effective Date, all entities and individuals defined as Indra Energy in Paragraph 11 shall release and discharge the Attorney General and each and all of its officers, agents, employees, and servants from any claims (including attorneys' fees, costs, and expenses of any kind and however denominated) that Indra Energy has asserted, could have asserted, or may assert in the future against the Attorney General and its agencies, divisions, entities, officers, agents, employees, and servants related to the conduct falling within the scope of the releases granted by the Attorney General in Paragraph 57 of this Consent Decree and the investigation and prosecution thereof by the Attorney General.

XIV. Authorization

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

XV. Miscellaneous

60. The terms of this Consent Decree supersedes and extinguishes the Final Judgment and Consent Decree captioned People of the State of Illinois v. Palmco Power IL, LLC, Docket 2017-CH-99, entered October 11, 2017.

61. The terms of this Consent Decree shall expire five years after the entry of this Consent Decree, except that Paragraphs 46-49 of Section V "Compliance Reporting," Paragraphs 15-17 of Section II "Injunctive Relief," and Paragraph 51 of Section VII "Evidence of Potential Violations" shall survive.

62. Jurisdiction is retained by this Court to enforce this Consent Decree and the Guaranty Agreement signed contemporaneously herewith. A breach of the Guaranty Agreement

constitutes a breach of the Consent Decree and the Attorney General may bring an action in this matter to enforce the Guaranty Agreement.

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

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

For the Attorney General	For Indra Energy
Susan Ellis Chief, Consumer Protection Division Office of the Illinois Attorney General 100 West Randolph Street Consumer Fraud Bureau 12 th Floor Chicago, IL 60601 susan.ellis@ilag.gov	Vaishali S. Rao HINSHAW & CULBERTSON, LLP 151 N. Franklin Street Suite 2500 Chicago, Illinois 60606 (312) 704-3156 vrao@hinshawlaw.com

- Signatures on Following Pages -

APPROVED:

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

By: *Susan N. Ellis*

Susan Ellis
Chief, Consumer Protection Division
Office of the Illinois Attorney General
100 W. Randolph St., 11th Floor
Chicago, IL 60601

APPROVED:

Palmco Power IL, LLC

By: RT Palmco

Title: President / CEO

Date Entered: _____

Judge Caroline Kale Morelano
DEC 10 2024
Circuit Court - 2033
Judge: C 2033