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COOK COUNTY, IL
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**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.)
)
RUSHMORE ENERGY, LLC, an Illinois)
limited liability corporation,)
)
)
)

No. 2026-CH-05286
Judge Allen P. Walker
Calendar 3

Defendant.

**UNOPPOSED MOTION TO ENTER AGREED FINAL JUDGMENT
AND CONSENT DECREE AND TO STRIKE STATUS HEARING DATE**

Plaintiff, the People of the State of Illinois, by and through KWAME RAOUL, Attorney General of the State of Illinois, respectfully requests that this Court enter the Final Judgment and Consent Decree attached as Exhibit A to this Motion. In support of his Motion, Plaintiff states as follows:

1. All parties have agreed to the terms of the Final Judgment and Consent Decree, as is evidenced by their signatures thereon.
2. Entry of the Final Judgment and Consent Decree will resolve the issues in the Complaint and would most efficiently further the ends of justice in this case.
3. Having now resolved the issues in the Complaint, the parties request that the status hearing scheduled for August 3, 2026 at 9:30 a.m. be struck from the Court calendar.

WHEREFORE Plaintiff respectfully requests that the Court Enter the Final Judgment and Consent Decree and strike the status hearing scheduled for August 3, 2026.

FILED DATE: 6/3/2026 2:39 PM 2026CH05286

Respectfully submitted,

THE PEOPLE OF THE STATE OF ILLINOIS,
by KWAME RAOUL,
Attorney General of the State of Illinois

BY: /s/ Christopher J. Wilmes

Christopher J. Wilmes
Tory Tilton
Special Assistant Attorneys General
Hughes Socol Piers Resnick & Dym, Ltd.
70 W. Madison St., Ste. 4000
Chicago, IL 60602
Phone: (312) 580-0100
cwilmes@hsplegal.com
ttilton@hsplegal.com
Attorney No. 45667

CERTIFICATE OF SERVICE

Pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned hereby certifies that the foregoing Motion was served on:

Ana Tagvoryan
Manatt, Phelps & Phillips, LLP
2049 Century Park East Suite 1700
Los Angeles, CA 90067
ATagvoryan@manatt.com

Jennifer A. Short
Blank Rome
1825 Eye Street NW
Washington, D.C. 20006
jennifer.short@blankrome.com

Attorneys for Defendants

via email to the email addresses listed above on this 3rd day of June, 2026.

By: /s/ Christopher J. Wilmes
Christopher J. Wilmes

Exhibit A

**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.

RUSHMORE ENERGY, LLC, d/b/a Rushmore
Energy, a Texas limited liability corporation,

Defendant.

No.

FINAL JUDGMENT AND CONSENT DECREE

Plaintiff and Defendant Rushmore Energy, LLC (“Rushmore”) 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 Rushmore, 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 June 3, 2026, the allegations of which are incorporated herein by reference.
2. This Court has jurisdiction over the subject matter of the Complaint and over the parties to this Consent Decree.
3. Rushmore 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, Rushmore 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 that Rushmore, through third-party vendors and sales agents, engaged in unfair and deceptive acts or practices in the course of trade and commerce, in violation of Sections 2 and 2EE of the Consumer Fraud Act, and omitted key disclosures during telephone solicitations, including obtaining consumers' consent for the solicitation at the beginning of the call, in violation of Section 15 of the Telephone Solicitations Act. Rushmore denies these allegations.

7. More specifically, Plaintiff alleges that between January 2020 and October 2024, Rushmore, through its third-party vendor Exclusive Mass Marketing Group ("EMMG"), enrolled Illinois consumers in its supply services without their knowledge or consent in a practice known as "slamming." Rushmore denies these allegations.

8. Plaintiff alleges that, between July 2022 and April 2023, Rushmore, through its third-party vendor Teleperformance Colombia S.A.S. ("Teleperformance"), failed to state the purpose of the solicitation and failed to request consent from consumers before proceeding with telemarketing solicitations in violation of the Telephone Solicitations Act.

9. Plaintiff alleges that Rushmore, through its third-party vendors, made misrepresentations to consumers that Rushmore rates were "low" and would save consumers money; Plaintiff further alleges that from August 2019 through November 2022, Rushmore

customers collectively paid more than if they had stayed with their public utility. Rushmore denies these allegations.

10. Plaintiff alleges that Rushmore, through its third-party vendors, repeatedly misrepresented to Illinois consumers an affiliation with Ameren and ComEd. Rushmore denies these allegations.

11. Plaintiff alleges that Rushmore, through its third-party vendor Teleperformance, routinely solicited and obtained consumers' utility account information, before those consumers agreed to enroll in Rushmore's services. Rushmore denies these allegations.

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

13. "Monitoring Period" shall mean the period of time beginning the day after the Marketing Suspension Period, outlined in Paragraph 19 below, ends and ending two years thereafter.

14. "Consumers" or "Consumer" shall mean residential consumers in Illinois.

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

16. “Rushmore” shall mean Rushmore Energy, LLC.

17. “Marketing Activities” shall mean any telemarketing, direct mail, electronic, in-person, or other solicitation offering the sale of electricity and natural gas to potential new Consumers in the State of Illinois, including but not limited to soliciting in person, via inbound calls from and outbound calls to Consumers, and online advertisements. Marketing Activities do not include renewals of existing customer contracts with current Rushmore Consumers, including legally required renewal notices and communications necessary to effectuate such renewals, provided that such communications are directed only to current Rushmore Consumers and do not solicit any new accounts, products, or services.

18. “Special Assistant Attorneys General” shall mean the law firm Hughes Socol Piers Resnick & Dym, Ltd., the law firm Edelson P.C., and the law firm Miner Barnhill & Galland, P.C.

II. Injunctive Relief

Suspension of Marketing Activity in Illinois

19. Rushmore is enjoined from engaging in all Marketing Activities and enrolling new Consumers in Illinois from December 2024 until December 15, 2029 (the “Marketing Suspension Period”). However, if Rushmore pays the sum of \$500,000 (as outlined in Paragraphs 36 and 37 below) before December 15, 2029, then it may resume Marketing Activities and enrolling new Consumers in Illinois whenever it makes the payment in full, but under no circumstances may it resume Marketing Activities or enrolling Consumers in Illinois before December 31, 2028.

20. Notwithstanding the foregoing injunction on Marketing Activities aimed at potential new Consumers, Rushmore may renew existing customer contracts with current Rushmore Consumers during the Marketing Suspension Period. Renewal activities such as sending

renewal notices and providing required renewal disclosures to current Consumers shall not be deemed Marketing Activities, provided that such renewal activities are limited to existing customer accounts and comply with applicable law.

Business Practices

21. Once the Marketing Suspension Period has expired, Rushmore is hereby permanently enjoined from utilizing any deceptive or unfair practice in violation of the Consumer Fraud Act or Telephone Solicitation Act, including the following:

- a. Misrepresenting, expressly or by implication, that Consumers will save money, unless Rushmore 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 Rushmore is comparing its own offer for purposes of assessing or calculating savings;
- b. Misrepresenting, expressly or by implication, that Rushmore is employed by, representing, endorsed by, acting on behalf of, or affiliated with a public utility or a government-sanctioned program;
- c. Using the phrases “utility choice program,” “state choice program,” or “Illinois Choice Program” as it relates to Illinois’ deregulation law. Rushmore may, however, accurately state that Illinois state law allows Consumers to choose an alternative retail electric supplier for their supply of residential power.
- d. Representing, expressly or by implication, that Consumers are entitled to savings on their electric or gas bill under a state or federal deregulation law;
- e. Enrolling Consumers in Rushmore’s supply services without Consumer consent;
- f. Representing, expressly or by implication, that Rushmore is doing something other

than primarily offering to switch the Consumer to alternative retail electric or gas supply;

- g. Failing to request consent from consumers before proceeding with telemarketing solicitations;
- h. Failing to state, at the beginning of the solicitation, that the purpose of the solicitation is to switch the Consumer to alternative retail electric or gas supply;
- i. During a telemarketing or in-person solicitation, asking a Consumer to provide their utility account number before Rushmore discloses all material terms and the Consumer affirmatively consents to enroll with Rushmore; and
- j. Misrepresenting that Consumers will receive a rebate, refund, or gift card for enrolling in Rushmore's supply services.

22. Once the Marketing Suspension Period has expired, if Rushmore resumes Marketing Activities, it shall do the following, unless one of the requirements would violate the Illinois Consumer Fraud Act or Telephone Solicitations Act:

- 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. Rushmore); that Rushmore is an independent seller of electric power (or natural gas) supply certified by the Illinois Commerce Commission; that Rushmore 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 alternative retail electric or gas supply.
- b. For telemarketing solicitations, inquire at the beginning of the call whether the Consumer consents to the solicitation and only proceed with the solicitation if the

Consumer provides consent.

- c. Disclose the following material terms in any telemarketing or 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 current default public utility rate for electricity or gas supply;
 - iv. Whether the contract will automatically renew; and
 - v. The length of the contract that the Consumer will be entering into.

23. If Rushmore resumes Marketing Activities, it shall maintain new Consumer solicitation call recordings for two years from the date of the call.

24. If Rushmore resumes Marketing Activities and offers Consumers a variable rate for its supply service, then the Uniform Disclosure Statement it provides to Consumers shall reflect, among other things, that the following is available on Rushmore's website (referring the consumer to a specific URL address) and at a toll free number: (i) that the one-year price history of variable rates charged by Rushmore, or, if variable rates have been offered for less than one year the price history for the life of the product; and (ii) the relevant public utility's price over the same time period.

25. If Rushmore resumes Marketing Activities and offers Consumers a fixed-rate product, then it shall charge the Consumer the same fixed rate for at least six months without increasing the rate.

26. If Rushmore resumes Marketing Activities, it shall not pay its employees based only on the volume of sales made by those employees. The Company's compensation plan, including any incentive or penalty for employees, shall consider the employees' compliance with

the provisions of Section II of this Consent Decree. Additionally, Rushmore shall not contract with any subcontractor or vendor to engage in Marketing Activities that pays its employees based only on the volume of sales made by those employees.

27. If Rushmore resumes Marketing Activities, it shall maintain policies and procedures regarding compensation to its employees and policies and procedures regarding Rushmore's compensation to third-party vendors that are designed to promote compliance with this Order and other legal requirements.

28. If Rushmore resumes Marketing Activities, it shall, on a monthly basis, review 3% of all third-party vendors' sales calls that result in Consumer enrollments, or 50 calls each month that result in Consumer enrollments, whichever is less. If Rushmore determines that any sales call violates Section II of this Consent Decree, then Rushmore shall notify the third-party vendor of the violation pursuant to Paragraph 35. Rushmore shall keep a record of the sales calls that it reviews each month.

Training Policies and Procedures

29. Rushmore shall implement the provisions of Paragraphs 30-35, regarding training policies and procedures before resuming Marketing Activities in the State of Illinois.

30. Rushmore shall develop and implement, to the extent not already developed or implemented, training policies and procedures designed to ensure that sales representatives engaged in Marketing Activities on behalf of Rushmore comply with the provisions of Section II of this Consent Decree, including sales representatives from a third-party vendor.

31. Rushmore'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 Rushmore

determines are non-compliant with Section II of this Consent Decree.

32. Rushmore's 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 affirmatively consent, you must end the call."

33. Rushmore shall review its 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.

34. Rushmore shall, in its agreements with third-party vendors who are performing Marketing Activities on its behalf, require the vendors to comply with Section II of this Consent Decree.

35. If Rushmore determines that its third-party vendor violated Section II of this Consent Decree, Rushmore will notify the vendor, in writing, of the nature of the violation and the identity of the sales representative who committed the violation. If the identified sales representative commits a second violation of Section II of this Consent Decree within six months of Rushmore's initial written notification, Rushmore shall require the third-party vendor to permanently remove the sales representative from conducting Marketing Activities on behalf of Rushmore. If, under the terms of this provision, Rushmore seeks removal of a vendor's sales representative four times in any six-month period, Rushmore shall instruct the vendor to cease Marketing Activities on behalf of Rushmore immediately and shall terminate its relationship with the vendor within 30 days thereafter.

III. Payment into a Qualified Settlement Fund

36. The State of Illinois shall contract with a third-party settlement administrator of its choosing to facilitate restitution to Rushmore Consumers and payment to the Special Assistant

Attorneys General. Rushmore shall deposit a total of \$500,000 in installments pursuant to Paragraph 37, into a Qualified Settlement Fund created by the settlement administrator, pursuant to instructions provided by the Attorney General.

37. Rushmore Energy shall make payments against the \$500,000 total amount on the following schedule:

- a. \$50,000 on August 1, 2026.
- b. \$50,000 on December 15, 2026;
- c. \$70,000 on June 1, 2027;
- d. \$70,000 on December 15, 2027;
- e. \$70,000 on June 1, 2028;
- f. \$70,000 on December 15, 2028;
- g. \$70,000 on June 1, 2029;
- h. \$50,000 on December 15, 2029;

Nothing in this paragraph prevents Rushmore from depositing larger amounts on the installment deadlines or from making payments in advance of an installment deadline. If such excess or advance payments fully cover multiple installment due dates, then Rushmore shall not be obligated to make payment until the excess or advance payments have been applied and amounts are due and owing under the installment schedule above.

38. The settlement administrator shall wire 15% of each payment deposited by Rushmore into the Qualified Settlement Fund to the law firm of Hughes Socol Piers Resnick & Dym, Ltd., on behalf of the Special Assistant Attorneys General. These payments represent the attorneys' fees incurred for investigating and litigating this matter. Hughes Socol Piers Resnick & Dym, Ltd.

shall ensure that the fee payment is divided among the three firms appointed as Special Assistant Attorneys General pursuant to their agreement.

39. Additionally, once Rushmore makes its payment into the Qualified Settlement Fund, the settlement administrator shall wire \$27,952.50 from the Qualified Settlement Fund to the law firm of Hughes Socol Piers Resnick & Dym, Ltd. This payment represents the Special Assistant Attorneys General out-of-pocket costs in investigating and litigating this matter.

40. The release outlined in Paragraph 60 will not be effective until the full \$500,000 payment required under this Consent Decree is deposited into the Qualified Settlement Fund.

IV. Restitution

41. Provided that Rushmore timely pays the amounts as outlined in Paragraphs 36 and 37 above, the settlement administrator shall facilitate refunds in the amount of \$397,047.50, less costs of settlement administration (the “Total Refund Amount”) to Rushmore’s residential customers in Illinois with unique utility account numbers who Rushmore enrolled between January 1, 2020 and December 31, 2024 and who received residential electric supply service from Rushmore for at least 30 days during that time period (“Eligible Customers”). The settlement administrator is responsible for calculating the payment to be made to each Eligible Customer and issuing and delivering payment to each Eligible Customer, using the information to be provided by Rushmore as outlined in Paragraph 45 below.

42. Settlement administration costs, including the settlement administrator’s fees, will be paid out of the Qualified Settlement Fund.

43. The State of Illinois will issue IRS 1098-F Forms to Rushmore as may be required by law. Rushmore will cooperate with the Attorney General to provide its identification and contact information needed to complete the IRS 1098-F.

44. To facilitate the settlement administrator's payments to Eligible Customers, Rushmore will determine the total cumulative kilowatt-hours of electricity supply service that it provided to Eligible Customers between January 1, 2020 and December 31, 2024. The Total Refund Amount (\$397,047.50, less costs of settlement administration) will be divided by the total cumulative kilowatt-hours that flowed to Eligible Customers to determine the per kilowatt-hour refund amount. The settlement administrator shall calculate the payment owed to each Eligible Customer ("Customer Refund") by multiplying the number of kilowatt-hours of electricity supply service that Rushmore provided to the Eligible Customer by the per kilowatt-hour refund amount.

45. Within 90 days of the Effective Date, Rushmore shall provide the settlement administrator and the Attorney General a list of each Eligible Customer and the total number of kilowatt hours of electricity supply service that Rushmore provided to each Eligible Customer between January 1, 2020 and December 31, 2024, along with mailing information and other relevant contact information for each Eligible Customer that is within Rushmore's possession, custody, and control.

46. The settlement administrator is responsible for issuing and delivering checks to each Eligible Customer in the amount of the Customer Refund to which each is entitled ("Refund Checks"). 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.

47. Inquiries to Rushmore from Eligible Customers about anticipated payments or errors in Refund Checks shall be referred to the settlement administrator for resolution.

48. 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 Refund Checks have not been deposited or redeemed five months after being issued and mailed/delivered by the settlement administrator. Any Refund Checks that are not deposited or redeemed six months after being issued and mailed/delivered by the settlement administrator shall be voided. The settlement administrator shall direct the funds represented by the voided Refund Checks to the State of Illinois Unclaimed Property Fund, which shall distribute such funds in accordance with the Revised Uniform Unclaimed Property Act, 765 ILCS 1026/15-101 *et seq.*

49. The settlement administrator shall take all steps necessary to terminate the Qualified Settlement Fund once it has been depleted, and to provide a complete accounting of deposits, distributions, and administrative cost payments to the Attorney General, with a copy to Rushmore. If, after Rushmore has completed its payments and the settlement administrator has issued and delivered payments to all Eligible Customers, any funds remain in the Qualified Settlement Fund, 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. Rushmore is not entitled to any accounting of the Attorney General's use of the residual funds.

V. Compliance Reporting

50. During the Monitoring Period, Rushmore shall notify the Attorney General of any changes in structure of Rushmore. Rushmore shall notify the Attorney General within 60 days of such a change. Changes in structure may include but are not limited to: a dissolution, assignment, sale, merger, reorganization, or other action; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices directed towards Illinois Consumers and subject to this Consent Decree; or a change in the Rushmore's business name or address.

51. If Rushmore resumes Marketing Activities, then it shall hire a Monitor (“Monitor”) at its own expense to oversee its compliance with Section II of this Consent Decree for the duration of the Monitoring Period. The Attorney General must approve the Monitor that Rushmore retains. The Monitor may be dismissed for any reason by agreement of the Rushmore and the Attorney General. If a Monitor is dismissed, Rushmore must hire a new Monitor, with the approval of the Attorney General. Any period of time in between the dismissal of a Monitor and the hiring of a new Monitor shall not be counted towards the Monitoring Period.

52. During the Monitoring Period, the Monitor shall review Rushmore’s compliance with the provisions of Section II in this Consent Decree.

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

- a. Call Recordings: Rushmore shall provide to the Monitor access to all call recordings that Rushmore is required to preserve under state law or the terms of this Consent Decree. Rushmore need not produce any recordings during periods in which it does not engage in Marketing Activities.
- b. Training: the Monitor shall have access to all training materials, including those provided to the ICC pursuant to 220 ILCS 5/16-115A(e)(vi); 83 Ill. Admin. Code § 412.170(a). Rushmore shall provide the Monitor all training materials that it provides to the ICC within 30 days of the ICC receiving them.
- c. Scripts: The Monitor shall have access to all scripts used by Rushmore or third-party vendors engaged in Marketing Activities on behalf of Rushmore.

- d. Complaints: The Monitor shall have access to all complaints made by Consumers or potential Consumers about Rushmore's marketing practices and Rushmore's responses to those complaints.
- e. Marketing: The Monitor shall have access to Rushmore's marketing materials, websites, and disclosures.
- f. Contracts: The Monitor shall have access to all Rushmore's Consumer contracts used in the State of Illinois, including those provided to the ICC pursuant to 83 Ill. Admin. Code § 412.310(a)(2). Rushmore shall provide to the Monitor all customer contracts within 30 days of providing them to the ICC.

54. The Monitor shall be tasked with providing semi-annual reports to the Attorney General's office and Rushmore regarding Rushmore's compliance with Section II of this Consent Decree 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 Rushmore official. If the Monitor cannot resolve the issue, then it shall immediately report the matter to the Attorneys General.

VI. Circumvention

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

56. If Rushmore 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.

VII. No Reliance on Outside Representations

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

VIII. Entire Agreement/No Reliance

58. This Consent Decree embodies the entire agreement between the parties with regard to the matters herein, with any and all prior written or oral representations or agreements in any form, including any and all correspondence, conversations, or memorandum, superseded and merged herein and replaced hereby. No representations, inducements, promises, or agreements have been made by any party, or anyone acting on behalf of any party, which are not contained within this Consent Decree. The parties, therefore, warrant and represent that they are relying solely upon the terms herein when entering into this Consent Decree and are not relying upon any other information, representation, inducement, promise, or agreement, no matter what form. No change to this Consent Decree may be effected without the written consent of authorized representatives of the parties.

IX. No Condition Precedent

59. 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.

X. Releases by the Attorney General

60. Upon receipt of the payment due under Paragraphs 36 and 37 above, the Attorney General shall release and discharge Rushmore, its past and present directors, officers, and employees from all civil claims that the Attorney General could have brought on behalf of the People of the State of Illinois pursuant to 815 ILCS 505/7 and 815 ILCS 413/25(e) based upon the acts and practices alleged in the Complaint through the Effective Date. Nothing in this paragraph shall be construed to limit the ability of the Attorney General to enforce the obligations that Rushmore 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.

XI. Releases by Rushmore

61. As of the Effective Date, all entities and individuals defined as Rushmore in Paragraph 16 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 Rushmore 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 60 of this Consent Decree and the investigation and prosecution thereof by the Attorney General.

XII. Authorization

62. The undersigned representative for each party certifies that he or she is fully

authorized by the party that 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.

XIII. Miscellaneous

63. Jurisdiction is retained by this Court to enforce this Consent Decree.

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

65. No person or entity is or is intended to be a third-party beneficiary of this Agreement for the purposes of any civil, criminal, or administrative action.

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

For the Attorney General	For Rushmore
Philip Heimlich Assistant Attorney General Consumer Fraud Bureau 500 South Second Street Springfield, IL 62701 Philip.Heimlich@ilag.gov	Rahil Jafry Rushmore Energy P.O. Box 2640 Sugar Land, TX 77487 rahil.jafry@rushmoreenergy.com Natara Feller Feller Law Group, PLLC 159 20 th St. Suite 1B Brooklyn, NY 11232 (212) 590-0145 natarafeller@feller.law

- Signatures on Following Pages -

FILED DATE: 03/12/20 2:39 PM 20200100200

APPROVED:

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

By:  _____

Susan Ellis
Chief, Consumer Protection Division
Office of the Illinois Attorney General
115 S. LaSalle St.
Chicago, IL 60603

APPROVED:

Rushmore Energy, LLC

By: R. Jafry

Rahil Jafry

President

Title: President & CEO

Date Entered: May 26, 2026

Judge: _____