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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,

Defendants.

No. 2026CH05286

**COMPLAINT FOR PERMANENT INJUNCTION
AND OTHER EQUITABLE RELIEF**

Plaintiff, the People of the State of Illinois, by and through Kwame Raoul, Attorney General of the State of Illinois, brings this action against Defendant Rushmore Energy, LLC (“Rushmore”) for violations of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 *et seq.* (“Consumer Fraud Act” or “CFA”), and the Illinois Telephone Solicitations Act, 815 ILCS 413/1 *et seq.* (“Telephone Solicitations Act” or “TSA”).

INTRODUCTION

1. This is a consumer fraud lawsuit against Rushmore for deploying fraudulent, unfair, and deceptive business practices to dupe Illinois consumers into paying inflated prices for electricity.

2. Rushmore is an Alternative Retail Electric Supplier (“ARES”), which means that Illinois consumers can choose to receive their electricity from Rushmore instead of their default public utility, such as ComEd or Ameren. Though residential electricity was traditionally supplied exclusively by state-regulated public utilities, the Illinois legislature opened the State’s energy market to private competition in 1997. This allowed Illinois consumers the choice of purchasing their electricity from a variety of alternative, private suppliers. Since then, numerous ARES like

Rushmore have flocked to Illinois to persuade consumers to select them as their electricity supplier via telemarketing and in-person solicitations.

3. There is no difference in the electricity that Rushmore supplies compared to the electricity that public utilities supply. The source and quality of the energy are the same, and it is delivered via the same transmission lines, so the primary reason a consumer switches to an ARES like Rushmore is because of a promise that prices offered in a competitive market are lower than the prices offered by a public utility. These promises are false and deceptive.

4. Rushmore has taken advantage of Illinois' deregulated energy market by luring Illinois consumers into switching their electric supply to Rushmore through misrepresentations, omissions of material fact, and other deceptive and unfair practices. Rushmore has tricked thousands of Illinois consumers into paying millions more for their electricity than they would have paid if they had remained enrolled with their default public utility as a supplier. Some consumers even end up paying for Rushmore's exorbitant prices without their knowledge or consent: consumers have repeatedly complained to the Illinois Commerce Commission ("ICC") that Rushmore enrolled them without their permission, a tactic known as "slamming."

5. Other predatory Rushmore sales tactics include targeting and taking advantage of senior and low-income consumers, pretending to be affiliated with ComEd or Ameren to win consumers' trust, fraudulently promising free government-subsidized tablets in exchange for enrollment, and proceeding with telephone solicitations without consumer consent.

6. Consumers who switched to Rushmore virtually always paid more than they would have if they had remained with the public utility. In fact, from August 2019 through about November 2022, Rushmore's Illinois consumers collectively paid over \$2 million more than they would have if they had remained with their default public utility for electricity supply.

7. Rushmore has hired and utilized problematic and predatory sales vendors to market its product to Illinois consumers. Accordingly, the State brings this action to stop Rushmore's predatory and illegal conduct and to seek restitution for Illinois consumers.

PARTIES

8. Plaintiff, the People of the State of Illinois, by Kwame Raoul, the Attorney General of the State of Illinois, is authorized to enforce the Consumer Fraud Act and the Telephone Solicitations Act. 815 ILCS 505/7; 815 ILCS 413/25(e).

9. Defendant Rushmore Energy, LLC is a domestic limited liability company. The ICC has certified Rushmore to market and sell electricity to residential consumers in areas that the public electric utilities ComEd and Ameren operate. At all relevant times, Rushmore was engaged in trade and commerce in Illinois by marketing, selling, and promoting electric supply to Illinois residents.

10. For purposes of this Complaint, any references to Rushmore's acts and practices shall mean acts and practices by and through Rushmore's officers, owners, members, directors, employees, representatives and other agents, including third-party vendors retained by Rushmore to market electric supply on Rushmore's behalf.

PUBLIC INTEREST

11. The Illinois Attorney General believes this action to be in the public interest of the citizens of the State of Illinois and brings this lawsuit pursuant to the Illinois Consumer Fraud Act and the Illinois Telephone Solicitations Act. 815 ILCS 505/7; 815 ILCS 413/25(e).

JURISDICTION AND VENUE

12. This Court has jurisdiction over this action pursuant to the Court’s general jurisdiction and pursuant to 815 ILCS 505/1 *et seq.* and 815 ILCS 413/1 *et seq.* This cause of action arises from Rushmore’s actions in Illinois.

13. This Court has personal jurisdiction over Rushmore because it transacts business in Illinois, including in Cook County.

14. Venue for this action is proper in Cook County pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/2-101, because Rushmore conducts business in Cook County and some of the transactions out of which this action arises occurred in Cook County.

TRADE AND COMMERCE

15. The Consumer Fraud Act, 815 ILCS 505/1(f), defines “trade” and “commerce” as:

[T]he advertising, offering for sale, sale, or distribution of any services and any property, tangible or intangible, real, personal or mixed, and any other article, commodity, or thing of value wherever situated, and shall include any trade or commerce directly or indirectly affecting the people of this State.

16. At all times relevant to this Complaint, Rushmore was engaged in trade and commerce in the State of Illinois within the meaning of the Consumer Fraud Act by marketing, selling, and promoting electricity supply to Illinois residents.

THE ALTERNATIVE ELECTRIC SUPPLY INDUSTRY

17. Each public utility in Illinois has a defined area of consumers that it services. Traditionally, electric utilities have provided their consumers with both (1) the electric supply, meaning the electricity itself, and (2) the distribution service that delivers the electricity.

18. The ICC reviews and approves the prices that public utilities may charge residential consumers for the electric supply. This default utility rate reflects the utility’s cost for purchasing the electricity.

19. Public electric utilities, like ComEd or Ameren, are the default suppliers of electricity to Illinois consumers. However, under the Illinois Electric Service Customer Choice and Rate Relief Law of 1997, 220 ILCS 5/16-101 *et seq.*, consumers may choose to purchase their electric supply from an ARES, rather than their default public utility. If a consumer decides to switch to an ARES, the consumer continues to pay the default public utility for *delivery* service but pays the ARES for the electricity itself.

20. If a consumer chooses an ARES to supply their electricity, the rate for which they are charged for the electricity is no longer regulated by the ICC. ARES rates can therefore be, and almost always are, set much higher than the public utility rates.

21. Regardless of which entity the consumer selects as their supplier, the default public utility continues to deliver electricity to the consumer's home. Even if a consumer enrolls with an ARES, the default public utility continues to bill and collect from the consumer the total of the electricity supply charge (as set by the ARES), plus the delivery charge from the utility (which is approved by the ICC) and other fees and taxes.

22. Because the consumer continues to receive one bill from their default public utility, and their bill looks virtually the same even if they are enrolled with an ARES, consumers are often confused and may not discover right away that an ARES has fraudulently enrolled them without their consent.

RUSHMORE'S OPERATIONS IN ILLINOIS

23. The ICC first granted Rushmore a Certificate of Service Authority ("CSA") in approximately May 2012. The CSA allowed Rushmore to operate as an ARES in Illinois and sell electricity to eligible residential consumers in the ComEd and Ameren service areas. It also required Rushmore to comply with all enumerated requirements for certification and "all other

applicable laws and regulations” pursuant to 220 ILCS 5/16-115(d)(11) and 220 ILCS 5/16-115A(a)(ii).

Rushmore Directed and Controlled Vendors Who Operated as its Sales Agents

24. Since 2018, Rushmore has hired and utilized sales agents and vendors who engaged in a wide variety of predatory sales tactics to enroll Illinois consumers in its electric supply services.

25. Enrolling a consumer in ARES services typically requires two steps. First, a sales agent attempts to convince the consumer to enroll with the ARES supply service. Then, the ARES “confirms” the consumer’s enrollment using a statutorily required and independent third-party verification (“TPV”) call, or a written confirmation called a letter of agency.

26. For the first step of the solicitation, Rushmore contracted and employed third-party sales agents as its representatives to market and sell its electricity in-person and over the phone.

27. Rushmore trained, directed, and controlled how its sales agents marketed and promoted its products. Rushmore detailed the duties and obligations of its sales agents in contracts and codes of conduct.

28. Rushmore was responsible for overseeing its sales agents’ statutory obligations and compliance with the law.

29. For the second part of the solicitation, the third-party verifier that confirmed the consumer’s enrollment was independent from both the electric supplier and its sales agent. The verifier’s intended role was to ensure that the consumer understood and agreed to the terms of the sale. Laws regulating this verification process seek to prevent an ARES like Rushmore from enrolling consumers in its service without the consumer’s knowledge or consent.

30. Rushmore was responsible for selecting and contracting with the third parties that performed these verifications.

31. Once a sale was completed and the enrollment was “verified,” the vendor sent the consumer’s information to Rushmore to complete the enrollment.

32. Rushmore also was responsible for reviewing consumer enrollments in its electricity supply services, including reviewing recorded telephone solicitations and verifications to ensure compliance with the law. Rushmore was responsible for terminating any sales agent or verifier that made non-compliant calls.

33. But for years, Rushmore ignored consumer complaints that detailed patterns of problematic sales tactics, overlooked predatory conduct recorded on telephone solicitations, and dragged its feet on terminating sales agents and vendors that repeatedly broke the law.

Rushmore’s Fraudulent and Deceptive Conduct

34. Rushmore and its sales agents have engaged in numerous unfair or deceptive acts or practices, including the use of deception, fraud, false pretense, false promises, and misrepresentations. It also has engaged in concealment, suppression, omissions of material fact, and similar conduct that is unfair, has a tendency to deceive, and creates a likelihood of confusion or misunderstanding, with the intent that consumers rely on those misrepresentations, omissions, and other unfair or deceptive acts or practices.

Misrepresenting an Affiliation with Public Utilities

35. To win consumers’ trust and dupe them into enrolling in Rushmore’s supply services, Rushmore repeatedly misrepresented, either expressly or implicitly, an affiliation with ComEd and Ameren, public utilities that consumers know and depend on to deliver their electricity. Stating or implicitly conveying an affiliation with ComEd, Ameren, or a governmental

body violates the CFA, 815 ILCS 505/2EE(b)(1)-(2) (prohibiting ARES from stating or implying that it represents, is endorsed by, or acting on behalf of a utility or utility program or governmental body).

36. One of the ways in which Rushmore pretended to be affiliated with ComEd or Ameren was through a scheme implemented by a third-party vendor, Teleperformance Colombia S.A.S (“Teleperformance”), which Rushmore hired to market and sell its services to Illinois consumers.

37. Teleperformance tricked consumers into calling its fictitious company, “Power Choice Now,” with the mistaken belief that they were calling ComEd or Ameren to start electricity service or pay an electricity bill. Once Teleperformance got the consumer on the phone, they deceptively marketed Rushmore’s electricity supply service.

38. The scheme went like this: Teleperformance created online advertisements that appeared on a consumer’s phone when they performed Google searches for “comed,” “ameren illinois phone number,” and “ameren customer,” among other ComEd and Ameren-related searches. The responsive advertisements that appeared as search results had headlines like “Ameren Start Service,” “ComEd Customer Service,” “ComEd Energy Rates,” and “Ameren Illinois Pay by Phone,” leading consumers to believe that the search result was affiliated with ComEd and Ameren.

39. Illinois consumers then called the phone number listed in the responsive advertisements, believing that they were contacting a ComEd or Ameren representative. This was often evident in the consumers’ opening statements on the telemarketing recordings: “I was calling to start a service,” “I’m calling to pay my power bill,” or “I’m calling to make a bill payment.”

40. The sales agent answered the phone by stating that they worked for “Power Choice Now.” When the consumer asked to start service or pay a bill, the Teleperformance sales agent – working for Rushmore – connected the consumer via a three-way conference call to the public utility to initiate service or pay a bill. But the sales agent instructed the consumer to remain on the line afterwards so that they could “apply price protection on the supply portion of [their] bill.”

41. During these telemarketing recordings, consumers were confused or believed that they were still speaking with the utility because they had just finished initiating a new account or paying a bill, and the sales agent did not clarify what was happening. Sales agents made statements to consumers like this: “All customers need to choose suppliers or else Ameren will put you in variable rates”; “I need to transfer the call to the right department of ComEd, however . . . based on your address your account may qualify to receive a price protection . . . in the next year [ComEd prices] they can be around 15 or 16 cents”; “It is my job as an energy advisor letting you know well that in this moment in Illinois you have the option to choose where electricity is coming from . . . ComEd cannot produce your electricity that is the job of your supplier . . . and I have one for you that is Rushmore.”

42. Even as consumers complained about these enrollments, and even after Rushmore was alerted to enrollment rejections based on compliance and quality assurance issues, Rushmore did not end its relationship with Teleperformance until August 2023.

43. Rushmore sales agents also frequently referenced fictional programs that implied Rushmore was affiliated or working with a State or utility program that allowed consumers to change suppliers. Hundreds of recorded telemarketing solicitations since November 2017 misleadingly referenced a “state’s choice program.”

44. While the deregulation of the utility market in 1997 allows Illinois consumers to choose their electric supplier, there is no State or ComEd “program.”

45. Rushmore deployed these deceitful statements, in addition to implementing Teleperformance’s ComEd and Ameren scheme, to create an appearance of legitimacy, win consumers’ trust, and lure consumers into enrolling with Rushmore.

Enrolling Consumers in Rushmore Services without their Knowledge or Consent (“Slamming”)

46. Rushmore repeatedly violated the CFA’s enrollment requirements by “slamming” consumers, meaning it enrolled consumers in Rushmore’s electric supply services without consumers’ knowledge or consent. *See* 815 ILCS 505/2EE(a)(iv) (ARES must obtain the consumer’s “express agreement to accept the offer” after disclosing all material terms).

47. Since January 2020, dozens of consumers complained to the ICC that Rushmore enrolled consumers in electric supply services without their informed consent.

48. One particularly outrageous third-party vendor named Exclusive Mass Marketing Group (“EMMG”) engaged in a variety of predatory door-to-door sales tactics on behalf of Rushmore, including targeting low-income and senior consumers.

49. During these in-person solicitations, the sales agents signed up consumers for a government program that provides free tablets to low-income individuals. While signing up consumers for this free tablet, sales agents obtained consumers’ social security numbers and other personal identifying information and used this personal identifying information to enroll the consumers in Rushmore’s services without their knowledge or consent.

50. Rushmore was well aware of the scheme. Rushmore received almost monthly complaints about EMMG’s deceptive practices throughout 2023, yet Rushmore continued working with EMMG until approximately December 2024.

51. Through this scheme, Rushmore sales agents targeted consumers in-person at low-income, subsidized, or senior housing throughout Illinois.

52. The scale of this Rushmore-EMMG scheme was significant: EMMG enrolled thousands of Rushmore customers from January 1, 2020 through about October 2024.

53. This conduct violated a number of CFA provisions, including prohibitions on targeting and defrauding seniors and low-income consumers. *See* 815 ILCS 505/2FF and 815 ILCS 505/2.

Unfairly and Deceptively Obtaining Consumers' Account Information

54. Since 2017, Illinois regulations have required ARES to obtain a consumer's consent for enrollment before requesting and recording the consumer's account information. 83 Ill. Admin. Code § 412.170(f) (Conduct, Training, and Compliance of ARES Sales Agents).

55. Rushmore's sales agents routinely convinced consumers to provide their sensitive account information, regardless of whether they actually wanted to enroll in Rushmore's services.

56. In telemarketing recordings that Rushmore produced during the relevant time period, Rushmore's sales agents requested the consumer's account number without first confirming whether the consumer agreed to enroll with Rushmore and before disclosing the material terms of the offer, such as the price per kWh and length of the contract.

57. Rushmore's practice of requesting consumers' account information, without first obtaining their consent for enrollment, is particularly troubling given Rushmore's pattern of "slamming" consumers by enrolling them in its services without their knowledge or consent, as detailed above.

Failure to Obtain Consumers' Consent for Telemarketing Solicitations

58. The Telephone Solicitations Act (“TSA”) requires that telemarketers (1) “immediately state . . . the purpose of the call,” 815 ILCS 413/15(b)(1), and (2) request and obtain consent from a consumer before proceeding with a solicitation, 815 ILCS 413/15(b)(2) (requiring that the sales agent “inquire at the beginning of the call whether the person called consents to the solicitation”). These requirements apply to outbound calls made from sales agents to consumers and to calls that a sales agent “cause[s] to be made . . . in a manner that does not comply with Section 15 [of the TSA],” which includes the Rushmore-Teleperformance scheme detailed above. *See* 815 ILCS 413/25. A knowing violation of the TSA constitutes a violation of the CFA. *See* 815 ILCS 413/25(e) & 815 ILCS 505/2Z.

59. These requirements are critical to clarifying any confusion that consumers experience about the nature of the call and the service or product the sales agent purports to offer. During telemarketing recordings, Rushmore sales agents stated that they were calling about the consumers’ “electric supply options” or “new rates on your electricity bill”, but they failed to explicitly state that they were calling about possibly switching the consumers’ electricity supplier and selling the consumer a different product entirely.

60. Rushmore’s sales agents also violated the TSA by failing to obtain consumers’ consent before proceeding with the company’s telemarketing solicitations.

61. Rushmore’s sales agents consistently jumped right into their sales pitch, with no regard for whether the solicitation was consensual.

62. Rushmore knowingly and intentionally engaged in telemarketing that violated the TSA.

Misrepresentations Regarding Savings

63. Rushmore's sales agents also violated 815 ILCS 505/2 by misrepresenting that Rushmore's rates were "low" and would save consumers money, when in fact Rushmore customers almost always paid significantly more money for their electricity than they would have if they had enrolled with their public utility. Rushmore's deceptive statements to consumers included, "We are pretty much energy advisors offering one of the lowest rates available in your area," "We help people get benefits for their accounts," and "My job is to make sure that you don't pay more than you should."

In reality, Rushmore's electricity rates virtually never saved consumers money and have almost always resulted in consumers paying more. From August 2019 through about November 2022, Rushmore's Illinois consumers collectively paid over \$2 million more than if they had remained with their default public utility for electric supply. Some Rushmore consumers even paid for their electricity at a rate that was nearly *double* the utility rate.

Rushmore Defrauded Senior Consumers

64. Rushmore's telemarketing and door-to-door solicitations defrauded senior consumers. The CFA allows for civil penalties of \$50,000 for each violation of the Act related to electric service fraud with respect to advertising, sale, soliciting, and billing a consumer over 60 years of age, 815 ILCS 505/2FF, plus an additional \$10,000 if the consumer is over 65 years of age, 815 ILCS 505/7.

65. Senior consumers repeatedly complained to the ICC about being improperly enrolled in Rushmore's services. Others complained that Rushmore fraudulently enrolled their elderly parents who did not have the capacity to give consent.

66. Rushmore sales agents also targeted senior buildings, as detailed above in EMMG's deceptive tablet scheme.

67. These senior consumers were then forced to pay a higher utility bill. Rushmore's conduct took advantage of senior consumers' desire to save money and pay less on their utility bills in violation of the CFA.

COUNT ONE

Violations of Section 2EE of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2EE

68. Plaintiff restates and realleges the foregoing paragraphs as if fully stated and alleged herein.

69. Section 2EE of the Consumer Fraud Act, 815 ILCS 505/2EE, specifically addresses fraud by electricity service providers like Rushmore.

70. Rushmore violated Section 2EE of the Consumer Fraud Act by (1) enrolling consumers without their knowledge or consent, and (2) misrepresenting an affiliation with ComEd and Ameren, public utilities, and the State.

71. Pursuant to 815 ILCS 505/2EE(a)(iv), an ARES "shall not submit or execute a change in a consumer's selection of a provider of electric service unless and until...the [ARES] has obtained the consumer's express agreement to accept the offer after the disclosure of all material terms and conditions of the offer."

72. As detailed above, Rushmore repeatedly "slammed" consumers and enrolled them without their knowledge or consent.

73. Pursuant to 815 ILCS 505/2EE(c), an ARES must record and retain telemarketing solicitations of consumer enrollments for two years.

74. Section 2EE of the Consumer Fraud Act states that, “[a]n alternative retail electric supplier shall not utilize the name of a public utility in any manner that is deceptive or misleading, including, but not limited to implying or otherwise leading a consumer to believe that an alternative retail electric supplier is soliciting on behalf of or is an agent of a utility.” 815 ILCS 505/2EE(b)(1).

75. Section 2EE of the Consumer Fraud Act further provides that, “[a]n alternative retail electric supplier shall not state or otherwise imply that the alternative retail electric supplier is employed by, representing, endorsed by, or acting on behalf of a utility or utility program[.]” 815 ILCS 505/2EE(b)(2).

76. As detailed above, Rushmore explicitly stated or implicitly conveyed it was affiliated with ComEd, a state-sponsored program, to lure consumers into trusting its sales pitch and switching to its services.

77. Wherefore, Plaintiff prays that this Honorable Court enter a ruling:

- a. Finding that Defendant’s conduct violated Section 2EE of the Consumer Fraud Act;
- b. Preliminarily and permanently enjoining Defendant from engaging in any unlawful practices under Section 2EE of the Consumer Fraud Act as alleged herein, including but not limited to an injunction barring Defendant from engaging in the sale of electric supply in or from the State of Illinois;
- c. Revoking all licenses, charters, franchises, certificates, or other evidence of authority of Defendant’s to do business in the State of Illinois, including Defendant’s Certificate of Service Authority to operate as an alternative retail electric supplier in the State of Illinois;
- d. Awarding such relief as the Court finds necessary to redress injury to consumers resulting from Defendant’s violations of the Consumer Fraud Act, including but not limited to, restitution, rescission of contracts entered into between the Defendant and Illinois consumers, the refund of monies paid, and the disgorgement of ill-gotten monies;
- e. Ordering Defendant to pay a civil penalty of \$50,000 per unfair or deceptive act or practice, and an additional amount of \$50,000 for each act or practice found

to have been committed with intent to defraud, as provided by Section 7(b) of the Consumer Fraud Act;

- f. Ordering Defendant to pay a civil penalty of \$50,000 for each violation against an elderly consumer, defined as a person 60 years of age or older as provided in Section 2FF of the Consumer Fraud Act;
- g. Ordering Defendant to pay a civil penalty of \$50,000 for each violation against a person with a disability as provided in Section 2FF of the Consumer Fraud Act, 815 ILCS 505/2FF(2);
- h. Ordering Defendant to pay all costs for the prosecution and investigation of this action, as provided by Section 10 of the Consumer Fraud Act; and
- i. Providing such other and further equitable relief as justice and equity may require.

COUNT TWO

Violations of Section 2 of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2

78. Plaintiff restates and realleges the foregoing paragraphs as if fully stated and alleged herein.

79. While engaged in trade or commerce, Rushmore committed unfair or deceptive acts or practices declared unlawful by Section 2 of the Consumer Fraud Act, with the intent that consumers rely on them, by engaging in the following acts or practices:

- a. Misrepresenting low costs and savings for its product, when, in reality, consumers who switched to Rushmore virtually always paid more than they would have if they had remained with the public utility;
- b. Deceptively and unfairly obtaining consumers' account information, which conduct is immoral, oppressive, unethical, a violation of public policy, and which caused substantial injury to consumers, as detailed above; and

- c. Engaging in conduct that is immoral, oppressive, unethical, is a violation of public policy, and caused substantial injury to consumers by unfairly targeting and defrauding low-income consumers, as detailed above.

80. Wherefore, Plaintiff prays that this Honorable Court enter a ruling:

- a. Finding that Defendant committed unfair or deceptive acts or practices in the conduct of trade or commerce in violation of Section 2 of the Consumer Fraud Act;
- b. Preliminarily and permanently enjoining Defendant from engaging in any unlawful practices under Section 2 of the Consumer Fraud Act as alleged herein, including but not limited to a permanent injunction barring Defendant from engaging in the sale of electric supply in or from the State of Illinois;
- c. Revoking all licenses, charters, franchises, certificates, or other evidence of authority of Defendant to do business in the State of Illinois, including Defendant's Certificate of Service Authority to operate as an alternative retail electric supplier in the State of Illinois;
- d. Awarding such relief as the Court finds necessary to redress injury to consumers resulting from Defendant's violations of the Consumer Fraud Act, including but not limited to, restitution, rescission of contracts entered into between the Defendant and Illinois consumers, the refund of monies paid, and the disgorgement of ill-gotten monies;
- e. Ordering Defendant to pay a civil penalty of \$50,000 per unfair or deceptive act or practice, and an additional amount of \$50,000 for each act or practice found to have been committed with intent to defraud, as provided by Section 7(b) of the Consumer Fraud Act;
- f. Ordering Defendant to pay a civil penalty of \$50,000 for each violation against an elderly consumer, defined as a person 60 years of age or older as provided in Section 2FF of the Consumer Fraud Act;
- g. Ordering Defendant to pay a civil penalty of \$50,000 for each violation against a person with a disability as provided in Section 2FF of the Consumer Fraud Act, 815 ILCS 505/2FF(2);
- h. Ordering Defendant to pay all costs for the prosecution and investigation of this action, as provided by Section 10 of the Consumer Fraud Act; and
- i. Providing such other and further equitable relief as justice and equity may require.

COUNT THREE

Violations of the Telephone Solicitations Act, 815 ILCS 413/1 *et seq.*

81. Plaintiff restates and realleges the foregoing paragraphs as if fully stated and alleged herein.

82. The Telephone Solicitations Act provides that “[v]iolation of any of the provisions of this Act is an unlawful practice under Section 2Z of the Consumer Fraud and Deceptive Business Practices Act. All remedies, penalties, and authority granted to the Attorney General by that Act shall be available to him for the enforcement of this Act.” 815 ILCS 413/25.

83. Section 15 of the Telephone Solicitations Act requires telemarketers to immediately “inquire at the beginning of the call whether the person called consents to the solicitation,” along with providing the consumer key information about the purpose of the call. 815 ILCS 413/15(b)(1).

84. A knowing violation of the Telephone Solicitations Act is an unlawful practice under Section 2Z of the Consumer Fraud Act, 815 ILCS 413/25(e) and 815 ILCS 505/2Z.

85. Defendants have initiated, or directed its agents to initiate, “telephone solicitation[s],” as defined in the Telephone Solicitations Act, 815 ILCS 413/5, to Illinois consumers.

86. As detailed above, Rushmore knowingly solicited consumers without inquiring at the beginning of the phone call whether the consumer consented to the solicitation.

87. Rushmore’s practices described herein constitute violations of Section 15 of the Telephone Solicitations Act, 815 ILCS 413/15, as well as Section 2Z of the Consumer Fraud Act, 815 ILCS 505/2Z.

88. Wherefore, Plaintiff prays that this Honorable Court enter a ruling:

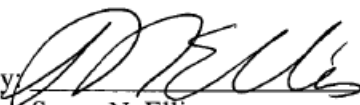
- a. Finding that Defendant’s conduct violated the Telephone Solicitations Act and Section 2Z of the Consumer Fraud Act;

- b. Preliminarily and permanently enjoining Defendant from engaging in any unlawful practices under Section 2Z of the Consumer Fraud Act and the Telephone Solicitations Act as alleged herein, including but not limited to a permanent injunction barring Defendant from engaging in the sale of electric supply in or from the State of Illinois;
- c. Revoking all licenses, charters, franchises, certificates, or other evidence of authority of Defendant to do business in the State of Illinois, including Defendant's Certificate of Service Authority to operate as an alternative retail electric supplier in the State of Illinois;
- d. Awarding such relief as the Court finds necessary to redress injury to consumers resulting from Defendant's violations of the Telephone Solicitations Act and Consumer Fraud Act, including but not limited to, restitution, rescission of contracts entered into between the Defendant and Illinois consumers, the refund of monies paid, and the disgorgement of ill-gotten monies;
- e. Ordering Defendant to pay a civil penalty of \$50,000 per unfair or deceptive act or practice, and an additional amount of \$50,000 for each act or practice found to have been committed with intent to defraud, as provided by Section 7(b) of the Consumer Fraud Act;
- f. Ordering Defendant to pay a civil penalty of \$50,000 for each violation against an elderly consumer, defined as a person 60 years of age or older as provided in Section 2FF of the Consumer Fraud Act;
- g. Ordering Defendant to pay a civil penalty of \$50,000 for each violation against a person with a disability as provided in Section 2FF of the Consumer Fraud Act, 815 ILCS 505/2FF(2);
- h. Ordering Defendant to pay all costs for the prosecution and investigation of this action, as provided by Section 10 of the Consumer Fraud Act; and
- i. Providing such other and further equitable relief as justice and equity may require.

Respectfully submitted,

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

Dated: June 3, 2026

By: 
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