DEPT OF PUBLIC SERVICE

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DIRECTOR'S OFFICE CONSUMER SERVICES

Feb. 23, 2017 Complaint #611079 David Godette Appeal

To: Alicia M. Sullivan Appeals Unit, Supervisor Office of Consumer Services

I was granted an appeal extension until March 1, 2017 for the above case against Ambit Energy.

We feel our hearing officer missed the primary complaint concerns that we were granted a hearing for- the fact we were dissatisfied with price and no savings were realized. (Doc. 1A). The original complaint was for multiple accounts. For my appeal, I am only addressing our home account which we overpaid \$2753 for. Our hearing officer ordered Ambit to pay \$500 but that was for another residential property we own, not for our home- the primary reason for our complaint.

The Ambit contract we received in 2012(doc. 1) says the NYSelect Variable rates are competitive month-to-month variable rate plans. Attached is National Grids gas variable rates for the same time period (Doc. 2) and a sampling of bills. Doc. 3&4) showing what Ambit charged per therm- often three or more times the rate of National Grid. Also see the Esco chart(doc. 5 & 6) I printed for the year in question showing how much we overpaid.

The hearing officer let the legal team on the informal hearing dominate and focus on the issue of whether or not they sent a renewal letter and overlooked the REAL issue- that of price gauging.

Please reconsider my appeal based on this information.

Carol Godette

Cc: Representative Paul Tonko Assemblywoman Carrie Woerner

Ambit New York, LLC New York Service Area Sales Agreement and Terms of Service



EFFECTIVE: JANUARY 31, 2012

The following is your Terms of Service Agreement ("Agreement") with Ambit New York, LLC, d/b/a/ Ambit Energy, a wholly owned subsidiary of Ambit Energy Holdings ("Ambit Energy" or "Ambit") for the purchase of electricity and/or natural gas service.

Ambit Energy agrees to sell and Customer agrees to buy the quantity of electricity and/or gas delivered to you, as measured or estimated by your Local Delivery Utility (LDU). Ambit Energy is an Energy Services Company (ESCO) and will supply electricity and/or gas for your residence or business address enrolled under this Agreement. The words "we," "us," and "our" refer to Ambit Energy, and the words "you" and "your" refer to the Customer. Retain this Agreement for your records.

CONTACT INFORMATION:

For questions concerning your rate, service initiation or service cancellation, please contact Ambit Energy using the contact information below:

Ambit Energy

Internet Address: www.ambitenergy.com

P.O. Box 864589 Plano, TX 75086

Customer Service (877) 282-6248

Fax (214) 969-5928

Operating Hours:

Monday - Friday 9:00 a.m. - 7:00 p.m. ET Saturdays 11:00 a.m. - 6:00p.m. ET

In the event of an electricity or gas emergency, outage or service interruption, you should immediately contact your LDU:

Con Edison

Electricity & Gas (877) 262-6633

National Grid (Formerly Keyspan & Niagara Mohawk)

Electricity (800) 867-5222 Gas (800) 892-2345

NYSEG

Electricity (800) 572-1131 Gas (800) 572-1121

Orange & Rockland

Electricity (877) 434-4100 Gas (800) 533-5325

RG&E

Electricity (800) 743-1701 Gas (800) 743-1702

Central Hudson

Electricity (800) 527-2714 Gas (800) 942-8274

National Fuel Gas

Gas (800) 444-3130

New York State Department of Public Service

Three Empire State Plaza Albany, New York 12223 (800) 342-3377

IMPORTANT INFORMATION REGARDING YOUR AMBIT PLAN

SERVICE TERM: Month-to-Month

Unless specified otherwise, the term shall commence as of the date the change of provider to Ambit is deemed effective by the incumbent utility and shall commence for a one (1) month term ("Initial Term"). This Agreement shall automatically renew for successive one (1) month periods ("Renewal Term") unless either party notifies the other party in writing of its desire not to renew, at least thirty (30) days prior to the next meter read date. The Customer has the right to cancel this agreement within three business days after its receipt ("Rescission Period").

PUBLISHED SUPPLY RATE: Electricity

Rate includes, but is not limited to, the cost of electricity, including energy, capacity, settlement, ancillaries, related transmission and distribution charges and other market-related factors. Customer is responsible for all applicable taxes, fees, charges, costs, expenses and margins.

PUBLISHED SUPPLY RATE: Natural Gas

Rate includes, but is not limited to, the cost of natural gas commodity, capacity, storage, balancing, transportation to the delivery point, and agency services. Customer is responsible for all applicable taxes, fees, charges, costs, expenses and margins.

PLANS: (Electric & Gas)

Ambit Energy's Guaranteed Savings Plan:

The price for all energy sold under this Agreement for the first two billing cycles shall be set based upon a seven percent (7%) discount to the incumbent utility's published supply rate for the applicable customer class designated by the incumbent utility for your service location(s) enrolled under this Agreement. Thereafter, your rate will be set at a competitive variable market rate with an annual savings of at least 1% less than the incumbent utility's published supply rate for the same 12-month period that you received power from Ambit Energy under this Agreement. The customer is responsible for all applicable taxes and LDU charges.

At the end of each 12 month period, you must renew your Guaranteed Savings Plan to continue to receive the 1% annual savings guarantee. You may renew online by logging onto your account management site at www.ambitenergy.com, calling customer care at (877) 282-6248 or by faxing your request to renew your plan to (214) 969-5928. Please state that you would like to renew your Guaranteed Savings Plan, include your account number and sign the fax. If Ambit Energy does not receive a request to renew your plan, your service will continue on the New York Select Variable plan (for electric customers) or the New York Select Variable Natural Gas plan (for gas customers).

Continued on Page 2





Ambit New York, LLC New York Service Area Sales Agreement and Terms of Service

Doc. 1 Side2

EFFECTIVE: JANUARY 31, 2012

Page 2

New York Select Variable Plans:

New York Select Variable for electric and New York Select Variable Natural Gas plans are competitive month-to-month variable rate

Ambit Energy's Green Plan: (Electric Only)

If Customer enrolled in one of Ambit Energy's Green plans, Savings Guarantee does not apply.

PRODUCT SELECTION: Customer understands and acknowledges that Product selection at enrollment is subject to Ambit Energy approval, based on the premise type and/or service class that was previously assigned to Customer's account by Customer's Utility. If the information received from the Utility does not match the requested Ambit Energy product, Customer agrees that Ambit Energy may switch the product type to match information received from the Utility, if one is currently offered by Ambit Energy. Customer understands that if the product is changed to one which matches the correct premise/service class type, rates may vary. You will receive written notice of the product's terms and will have the ability to exercise your right of rescission as described below. (See Rescission Period)

LATE PAYMENT FEE: 1.5% of the past due balance per invoice per month.

RESCISSION PERIOD: You may rescind this agreement within 3 business days of receipt of your Terms of Service. To rescind this Agreement, please call Ambit at (877) 282-6248 or fax your rescission to (214) 969-5928. You are required to sign and date the fax as well as affirmatively state that you would like to rescind this Agreement within the 3 business day rescission period.

CANCELLATION: If you would like to cancel your service with Ambit, please contact Ambit at (877) 282-6248. You can also contact your LDU to initiate a change back to the utility. Please see the "Switching Procedures" Section of this Agreement for more information.

SWITCHING PROCEDURES: Customer or Ambit may cancel a variable rate Agreement, for reasons other than non-payment, at any time, by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. If Customer fails to notify Ambit as set forth above, Customer shall remain liable to pay Ambit for energy acquisitions made by Ambit to serve Customer under this Agreement at the price set forth above. It may take up to sixty (60) days for Customer's account(s) to be returned to the LDU depending on LDU cancellation procedures, and Customer is responsible for all Ambit supply charges until Customer returns to the LDU or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if meter access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading. Pursuant to HEFPA, Customer's distribution service may be suspended if Customer fails to pay Ambit's outstanding balance.

RENEWAL: This Agreement shall automatically renew for successive one (1) month periods unless either party notifies the other party in writing of its desire not to renew. See "Term" Section of this Agreement for more information.

Consumer Protections: The services provided by Ambit are protected by the terms and conditions of this Agreement and the Home Energy Fair Practices Act ("HEFPA"). Ambit will provide at least fifteen (15) calendar days notice prior to any cancellation of service to Customer. In the event of non-payment of any charges owed to Ambit, Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the Department of Public Service (DPS). Customer may obtain additional information by contacting the DPS at (800) 342-3377, the Department's ESCO hotline at (888) 697-7728, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: http://www.dps.state.ny.us.

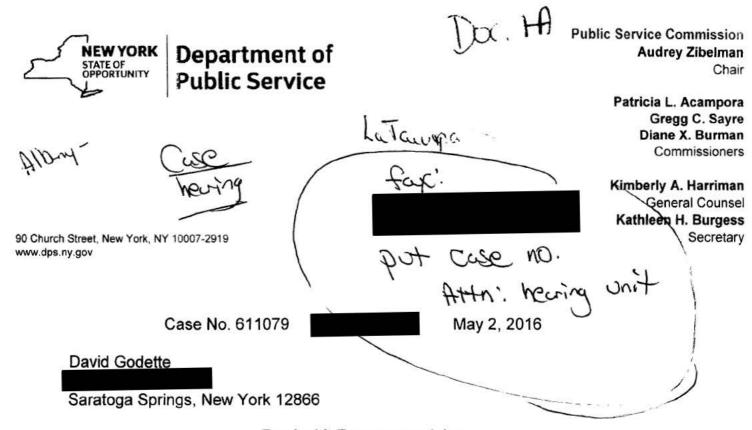
For Energy Assistance such as Low Income Home Energy Assistance Program (LIHEAP), call (800) 510-3102. For Fuel Fund, contact the United Way at (845) 457-4774.

INFORMATION RELEASE AUTHORIZATION: Customer acknowledges that customer billing and payment information will be provided to Ambit Energy from your LDU. This information includes, but is not limited to, Customer's account number, meter reading data, rate class and energy usage. This may include Customer's address(es) and telephone number, and Customer's budget billing plan or payment arrangement preference.

DISPUTE RESOLUTION: In the event of a billing dispute or a disagreement involving any essential element of this Agreement, the parties will use their best efforts to resolve the dispute. Customer should contact Ambit in writing at P.O. Box 864589 Plano, TX 75086, or by telephone at (877) 282-6248. The customer dispute or complaint may be submitted by either party at any time to the DPS pursuant to its Complaint Handling Procedure. Payment obligation for disputed amounts may be withheld until such dispute is resolved through mutual agreement or as warranted by DPS decision.

BILLING AND PAYMENT: Customer may receive a single bill for both commodity and delivery costs from either Ambit or the LDU, or each of the LDU and Ambit may invoice separately. Customer payments remitted in response to a consolidated bill shall be pro-rated in accordance with procedures adopted by the DPS. In the event of failure to remit payment when due, Ambit will have the right to terminate commodity service and to seek suspension of distribution service in conformance with HEFPA. In the event that Ambit invoices monthly for electricity and/or gas supplied under this Agreement, Customer will pay each invoice in full within twenty (20) days of the invoice date or be subject to a late payment charge of 1.5% per month. A \$30.00 fee will be applied for returned checks, returned electronic fund transfers, and/or rejected credit card transactions.

SEVERABILITY: If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.



Re: Ambit Energy complaint

Dear Mr. Godette:

Your request for an informal hearing on the case noted above has been granted.

Our file shows your complaint concerns: questionable marketing practices,

dissatisfied with price and no savings realized. Only these issues will be decided.

Our Complaint Procedures allow you to choose either an informal hearing or an informal review. An informal hearing can be conducted either in person or via telephone conference call. In general, an informal hearing conducted via telephone conference call can be scheduled in a shorter time frame than a hearing held in-person. In an informal review, neither party appears in person. I have attached information about the hearing and review processes.

If you prefer an informal review or an informal hearing Via Telephone Conference Call, please notify us within ten (10) days from the date of this letter. You do not need to contact us if you wish to attend the Informal Hearing in person.

Honte

New York

nationalgrid HERE WITH YOU. HERE FOR YOU





Energy Choice

Billing and Rates

Distributed Generation

Service Rates

Supply Costs

Electric Supply Charge

Electric Rate Statements

Gas Supply

Gas Rate Statements

Gas Supply

Gas Supply Service is the portion of your service for which you can shop for an alternate supplier, or energy service company. Our charges for gas supply are based upon market conditions and will vary depending on where you live or do business. If you choose an alternate supplier depending on your service class, the price will be what you agree upon with that supplier. If you have an alternate supplier and have concerns related to the Gas Supply Charge portion of your bill, please contact your supplier.

Costs for Gas Supply purchased from us are prorated based on the number of billing days within each monthly rate period. For example, a customer who is billed from November 5 to December 5 would be charged 25 days at the November rate and 5 days at the December rate. The rates set forth below do not include any gross revenue taxes.

The months denoted with an asterisk (*) have been adjusted to reflect over/under recoveries of gas cost

Total Effective Monthly Cost of Gas (per therm)

Effective Month/Year	SC1 Residential	Residential & Commercial	SC2 Industrial	SC3 Large General Service	SC12 Distributed Generation	SC13 Distributed Generation
February 2017	\$0.374953	\$0.371983	\$0.371983	\$0.358633	\$0.336373	\$0.375693
January 2017	\$0.373113	\$0.370053	\$0.370053	\$0.356273	\$0.333313	\$0.373883
December 2016	\$0.287585	\$0.284535	\$0.284535	\$0.270785	\$0.247885	\$0.288345
November 2016	\$0.201045	\$0.198685	\$0.198685	\$0.184545	\$0.144475	\$0.198685
October 2016	\$0.171295	\$0.168785	\$0.168785	\$0.153745	\$0.111115	\$0.168785
September 2016	\$0.208555	\$0.206045	\$0.206045	\$0.190995	\$0.148375	\$0.206045
August 2016	\$0.211125	\$0.208785	\$0.208785	\$0.194715	\$0.154845	\$0.208785
July 2016	\$0.280695	\$0.278325	\$0.278325	\$0.264145	\$0.223975	\$0.278325
June 2016	\$0.206425	\$0.204045	\$0.204045	\$0.189815	\$0.149495	\$0.204045
May 2016	\$0.201025	\$0.198695	\$0.198695	\$0.184745	\$0.145225	\$0.198695
April 2016	\$0.183105	0.180815	\$0.180815	\$0.167045	\$0.128045	\$0.180815
March 2016	\$0.328315	0.325335	\$0.325335	\$0.307475	\$0.256875	\$0.325335
February 2016	\$0.286545	\$0.283535	\$0.283535	\$0.265435	\$0.214165	\$0.283535
January 2016	\$0.261465	\$0.258705	\$0.258705	\$0.242165	\$0.195305	\$0.258705
December 2015	\$0.273193	\$0.270883	\$0.270883	\$0.257033	\$0.217793	\$0.270883
November 2015	\$0.247913	\$0.246383	\$0.246383	\$0.229573	\$0.190593	\$0.244863
October 2015	\$0.229553	\$0.228013	\$0.228013	\$0.211123	\$0.171973	\$0.226483
September 2015	\$0.225573	\$0.224053	\$0.224053	\$0.207243	\$0.168273	\$0.222523
August 2015	\$0.243713	\$0.242173	\$0.242173	\$0.225183	\$0.185813	\$0.240623
July 2015	\$0.186483	\$0.184983	\$0.184983	\$0.168413	\$0.130003	\$0.183473
June 2015	\$0.250263	\$0.248753	\$0.248753	\$0.232213	\$0.193863	\$0.247253
May 2015	\$0.238223	\$0.236713	\$0.236713	\$0.220193	\$0.181893	\$0.235213
April 2015	\$0.316813	\$0.315373	\$0.315373	\$0.299563	\$0.262923	\$0.313933
March 2015	\$0.420393	\$0.419013	\$0.419013	\$0.403753	\$0.368383	\$0.417623
February 2015	\$0.381183	\$0.379823	\$0.379823	\$0.364763	\$0.329853	\$0.378453
January 2015	\$0.381003	\$0.379703	\$0.379703	\$0.365403	\$0.332243	\$0.378403
December 2014	\$0.380330	\$0.379030	\$0.379030	\$0.364730	\$0.331570	\$0.377730
November 2014	\$0.321040	\$0.319830	\$0.319830	\$0.305290	\$0.276230	\$0.310140
0-1-5		1				

Related Information

View our monthly Cost of G in Gas Rate Statements

SARATOGA SPRINGS NY 12866

DILLING FERIOD Dec 23, 2015 to Jan 27, 2016

PLEASE PAY BY

ACCOUNT NUMBER

Feb 20, 2016

AMOUNT DUE \$ 533.00

\$ 170.41

PAGE 3 of 4

www.nationalgridus.com

More places to pay your bill in person.

National Grid customers
can now take advantage
of Western Union's
newly expanded network
of payment centers.

With more than 60,000 locations nationwide, you can pay* your energy bill on time and get proof of payment - and peace of mind.

Visit www.WU.com for details, and for a participating agent location near you.

	Total Gas Delivery			
Tariff Surcharge	3.09278 %			2.48
Incr State Assessment	0.0055	X	462 therms	2.54
System Benefits Charge	0.018594	X	462 therms	8.59
Delivery Service Adj(s)	0.0068762	X	462 therms	3.18
Adjustment for Changes from	m Normal Weat	her		1.57
Standby Charge	0.00204	X	27.2	0.06
Consolidated Billing Credit				-0.62
Over/Last 412 Therms	0.06385	X	412 therms	26.31
Next 47 Therms	0.3852	X	47 therms	18.10
Basic Service Charge (inclu	ding first 3 therr	ns)	m	20.35

Total Delivery Services

Supply Services

Electricity Supply

SUPPLIER Ambit New York, LLC

1801 N Lamar Street Suite 200

Dallas, TX 75202

877-282-6248

ACCOUNT NO A3388547

	Total El		wielbe Commbe	£ 406 77
Tariff Surcharge	1.0101 %			1.87
Electricity Supply	0.144	X	1284 kWh	184.90

Gas Supply

SUPPLIER Ambit New York, LLC

1801 N Lamar Street

Suite 200

Dallas, TX 75202

PHONE 877-282-6248

ACCOUNT NO A3388547

0.697 Gas Supply x 462 therms **Total Gas Supply**

Total Supply Services

\$ 322.01 \$ 508.78

322.01

^{&#}x27;A service charge of \$1.25 will apply in I Ipstate New York.

nationalgrid

SARATOGA SPRINGS NY 12866

Sep 23, 2015 to Oct 26, 2015

ACCOUNT NUMBER PLEASE PAY BY Nov 20, 2015 \$ 685.00

www.nationa	gridus.c	om
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High energy user? Consider Time-of-Use.

Depending on your electricity usage patterns, your electricity bills may be lower on Time-of-Use (TOU) Service Classification 1C (SC-1C) rate than on standard residential service (SC-1).

SC-1C customers pay a higher basic service charge - currently \$30 per billing period-and a lower delivery charge than on standard residential service. However, these customers will pay more per kilowatt-hour for electricity supply used during on-peak periods. In return, they pay lower rates for electricity supply during off-peak periods, when the demand for electricity is lower.

If your usage is greater than 980 kWh and you have the ability to shift at least 12 percent of your usage to shoulderpeak hours and 80 percent of your usage to the off-season/off-peak hours, you may benefit from this rate. Once enrolling on the rate, there is a one-year commitment.

For more information, visit www.nationalgridus.com/sc1c

On-peak hours are:

- December, January, February: 5 p.m. to 8 p.m. on weekdays
- June, July, August: 11 a.m. to 5 p.m. on weekdays

Shoulder-peak hours are:

- December, January, February: 9 a.m. to 5 p.m. on weekdays
- June, July, August: 8 a.m. to 11 a.m. and 5 p.m. to 8 p.m. on weekdays

Off-season/off-peak hours are:

- December, January, February: 8 p.m. to 9 a.m. weekdays; all hours weekends
- June, July, August: 8 p.m. to 8 a.m. weekdays; all hours weekends
- All hours in the fall months (September, October and November) and spring months (March, April and May)
- All hours on Dec. 25, Jan. 1, and July 4

	Total Delivery Services			\$ 116.94
	Total Gas Delivery		\$ 45.12	
Tariff Surcharge	3.09278 %			1.35
Incr State Assessment	0.0055	X	92 therms	0.51
System Benefits Charge	0.02394	x	92 therms	2.20
Delivery Service Adj(s)	0.006617	X	92 therms	0.60
Adjustment for Changes fro	-0.10			
Standby Charge	0.002	X	27.2	0.05
Consolidated Billing Credit				-0.62
Over/Last 42 Therms	0.06385	X	42 therms	2.68
Next 47 Therms	0.3852	X	47 therms	18.10
Basic Service Charge (inclu	20.35			

Supply Services

Electricity Supply

SUPPLIER Ambit New York, LLC 1801 N Lamar Street

Suite 200

Dallas, TX 75202

877-282-6248

ACCOUNT NO A3388547

0.1409 x 1021 kWh 143.86 **Electricity Supply** Tariff Surcharge 1.0101 % 1.45

Total Electricity Supply

\$ 145.31

Gas Supply

SUPPLIER Ambit New York, LLC 1801 N Lamar Street

Suite 200

Dallas, TX 75202

PHONE

PHONE

877-282-6248

Gas Supply

ACCOUNT NO A3388547

Versus National Gird Der therm 0.697) x 92 therms

64.12 \$ 64.12

Total Supply Services

Total Gas Supply

\$ 209,43

Upstate NY

Search National Grid

Your Account ~ Your Home > Your Business v Business Partners ~ Our Company ~

Home > ESCO Comparison Chart

Account Overview Track Usage Saving Tips Account: house Acc

Billing History

Payment History

Service Costs

12 month ESCo cost comparison tool

David P Godette ARATOGA SPRINGS Electricity and gas service Account

This tool allows you to compare bill amounts that include marketer charges (from your selected Energy Service Company) to bill amounts for the same periods for gas / electric usage that National Grid would have issued if we were your energy supplier. Please use the below link to access a full disclaimer with important facts to consider when using this comparison. If provided by your Energy Service Company, you can also click on their company name in the charts below to be directed to their website for additional program pricing information.

Bill date	Service	Supplier name	Total ESCo bill ¹	Total comparable NG bill	Difference
02/23/2016	Electric	e control	\$127.35	\$124.18	\$3.17
01/27/2016	Electric	10 F 1 T 1 T 1 T 1 T 1 T 1 T 1 T 1 T 1 T 1	\$274.62	\$166.43	\$108.19
12/28/2015	Electric	and the second	\$256.70	\$156.15	\$100.55
11/25/2015	Electric		\$194.16	\$116.55	\$77.61
10/27/2015	Electric	19794-00	\$217.13	\$144.44	\$72.69
09/28/2015	Electric	13 ° E/ 155 m	\$446.76	\$306.09	\$140.67
08/28/2015	Electric	× 1 1 1 2	\$631.59	\$408.17	\$223.42
07/29/2015	Electric	131183 25433	\$426.83	\$280.55	\$146.28
06/29/2015	Electric	of the f	_\$313.76	\$196.32	\$117.44
05/29/2015	Electric	MELTER-LO	\$353.40	\$184.95	\$168.45
04/29/2015	Electric	7 1 1 1 2 1 1 1 1 1 m	\$308.67	\$169.95	\$138.72
03/27/2015	Electric		\$142.00	\$126.19	\$15.81
Totals:			\$3,692.97	\$2,379.97	\$1,313.00
Bill date	Service	Supplier name	Total ESCo bill ¹	Total comparable NG bill	Difference

02/23/2016	Gas	And The Control	\$187.21	\$195.86	\$-8.65
01/27/2016	Gas	vito new official	\$404.57	\$215.11	\$189.46
12/28/2015	Gas	Martina melul	\$330.99	\$190.91	\$140.08
11/25/2015	Gas	METTER OF LE	\$151.48	\$91.09	\$60.39
10/27/2015	Gas	1 2 THE 1 HOLE	\$109.24	\$68.85	\$40.39
09/28/2015	Gas	18 18 18 18 18 18 18 18 18 18 18 18 18 1	\$62.20	\$45.85	\$16.35
08/28/2015	Gas	na fila ti onkuur	\$66.71	\$48.92	\$17.79
07/29/2015	Gas	112 TAS, 1214 (CL	\$132.94	\$75.03	\$57.91
06/29/2015	Gas	orton Burling Land	\$85.89	\$59.29	\$26.60
05/29/2015	Gas	entine official	\$115.68	\$69.19	\$46.49
04/29/2015	Gas	wile interview use	\$376.07	\$186.63	\$189.44
03/27/2015	Gas	I 151 19 .	\$376.02	\$212.16	\$163.86
Totals:			\$2,399.00	\$1,458.89	\$940.11

Export cost comparison: XLS 4-

If the supply service purchased from an ESCO includes a value-added feature such as a price that is fixed for a period of time, green energy equipment repair package or airline miles, the cost of this value-added feature may be reflected in the charges from your ESCO. For more information about New York's "Power to Choose" program including contact information authorized ESCOs please visit the NY Public Service Commission's consumer information website at

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CERTIFIED MAIL



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12223

Alicia M. Sullivan
Appeals unit Supervisor
Office of Consumer Services
Three Empire State Plaza
Alberty
13323-1350
NY 13323-1350