STATE OF NEW YORK
PUBLIC SERVICE COMMISSION

PROCEEDING ON MOTION OF THE COMMISSION TO SEEK CONSEQUENCES AGAINST STAR LIGHT AND POWER LLC FOR VIOLATIONS OF THE UNIFORM BUSINESS PRACTICES

Case 26-E-0520

RESPONSE OF STAR LIGHT AND POWER LLC TO ORDER INSTITUTING PROCEEDING AND TO SHOW CAUSE

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RESPONSE OF STAR LIGHT AND POWER LLC TO ORDER INSTITUTING PROCEEDING AND TO SHOW CAUSE

Star Light and Power LLC ("Star Light" or the "Company") respectfully submits this response to the New York State Public Service Commission's ("Commission") July 20, 2026 Order Instituting Proceeding and to Show Cause ("OTSC"). Ordering Clause 1 directs Star Light to show cause why its eligibility to operate as an Energy Services Company ("ESCO") in New York should not be revoked, or why consequences under the Uniform Business Practices ("UBP") Section 2. D. 6 should not be imposed.[1]

I. PRELIMINARY STATEMENT

Star Light's eligibility to operate as an ESCO in New York should not be revoked. Its response to the 2025 NOAV—acknowledging identified deficiencies, stopping marketing at Staff's direction, and submitting corrective materials that Staff later accepted as resolving the matters—directly contradicts Staff's characterization of pervasive disregard. The resolved NOAV history is evidence that Star Light responds to regulatory direction and can address substantiated concerns without revocation. The Company seeks to continue working with Staff toward a proportionate resolution that preserves its eligibility.

KTS Energy, LLC's sworn response further supports Star Light's opposition to revocation. KTS's president, Christopher Hunter, expressly denies that KTS enrolled customers without authorization, forged customer signatures, used artificial intelligence to simulate customer voices, or reused, fabricated, or manipulated third-party verification recordings.[2] Star Light relies on that testimony in contesting the allegations of systematic enrollment misconduct. Staff's reliance on

[1] Case 26-E-0520, Proceeding on Motion of the Commission to Seek Consequences Against Star Light and Power LLC for Violations of the Uniform Business Practices, Order Instituting Proceeding and to Show Cause (issued July 20, 2026) ("OTSC" or "Order").

[2] Affidavit of Christopher Hunter, sworn October 26, 2026 ("Hunter Aff."), ¶¶ 12, 14–15, submitted in support of KTS Energy LLC's 10/26/26 response filed under Case 26-M-0521, Proceeding on Motion of the Commission to Seek Consequences Against KTS Energy LLC for Violations of the Uniform Business Practices.

SunSea does not justify a different outcome. Star Light has answered Staff's questions about officers, employees, consultants, and application materials, including through its DPS-002 response. It has acknowledged the consultant's reuse of a SunSea contract template and explained the resulting references.[3] Star Light disputes Staff's use of these circumstances and customer overlap to support its broader characterization of the Company's conduct. SunSea's enforcement history does not diminish Star Light's own response to regulatory direction or establish that revocation is the appropriate consequence here.

Star Light's substantive responses to Staff's investigation further undermine Staff's characterization of pervasive disregard for regulatory obligations. It has responded to Staff's investigative directives, supplied enrollment materials, and separately identified its officer and employees in its December 9, 2025 response to DPS-002.

Without conceding that additional consequences are warranted, the Company remains willing to work cooperatively with Staff and the Commission to consider reasonable conditions tailored to substantiated concerns after receiving and reviewing the underlying materials. Star Light's demonstrated responsiveness and willingness to pursue a constructive resolution support preservation of its eligibility. The Commission should decline to revoke it.

II. PENDING INVESTIGATIVE RECORDS AND SUPPLEMENTATION IF WARRANTED

On September 15, 2026, Star Light submitted a request under the Freedom of Information Law ("FOIL") for Department and Commission records concerning the Company from January 1, 2023 forward, including customer complaints, compliance materials, investigative records, information received from utilities, and relevant communications. DPS acknowledged receipt the same day, assigned reference R001939-091526, and stated that a determination granting or denying the request "will be reached in approximately 20 business days or we will notify you in writing if the

[3] Star Light DPS-002 Response at 4 (response to Question 6).

responsible program area(s) should require additional time to locate, assemble and review documents that may be responsive to your request."[4] On October 13, DPS advised that "it will complete your [FOIL] request and provide a response in writing on or before November 12, 2026."[5] Star Light has also served additional information requests on DPS and the relevant utilities seeking the specific underlying materials identified below, including interview notes and recordings, native authorizations and verification files, utility transaction histories, account-matching methodology, customer-list origin and use, and low-income block, notice, and return records.

The absence of those materials limits Star Light's ability to test certain investigative characterizations and respond to particular transaction-level inferences. Star Light does not concede the accuracy or completeness of investigative summaries that it has not had a meaningful opportunity to compare against their source records.

If warranted by the materials produced, Star Light will supplement this response, including with supporting records and declarations, within a reasonable period after substantial production of the responsive investigative materials. Star Light further requests that the Commission not draw an adverse inference from Star Light's inability to address records withheld or not yet provided, and that it afford Star Light an opportunity to respond to any materially new factual basis before making a final determination.

III. BACKGROUND AND PROCEDURAL HISTORY

The Commission issued the OTSC on July 20, 2026 and directed a response within 28 days. On August 7, 2026, the Company requested additional time to respond, and the Secretary granted an

[4] FOIL Records Request R001939-091526, Star Light and Power LLC (filed Sept. 15, 2026); Email from DPS FOIL Records Center to Natara G. Feller (Sept. 15, 2026) (acknowledging receipt and assigning reference number).

[5] Letter from DPS FOIL Records Center to Natara G. Feller (October 13, 2026).

extension to October 16, 2026. The Company requested a further extension on October 9, 2026, which the Secretary also granted. This response is timely filed on October 26, 2026.[6]

A. DPS's eligibility and annual compliance letters

Star Light is a Delaware limited liability company qualified to do business in New York.[7] DPS reviewed Star Light's application materials and ongoing compliance submissions as part of the Company's eligibility process. On March 18, 2024, DPS issued the Initial Eligibility Letter after determining that Star Light's application documentation satisfied the Commission's eligibility requirements under the UBP, HEFPA, and other applicable regulations. The letter recognized residential variable renewable electric and variable home-warranty gas products.

DPS continued that review through Star Light's annual compliance filings. On February 7, 2025, DPS advised Star Light that it had reviewed the documentation submitted under UBP § 2.D.1 and determined that the documentation complied with the UBP and applicable Commission orders. DPS again reviewed and acknowledged Star Light's annual submission on February 6, 2026 and listed the Company's then-current eligibility. These successive eligibility and annual-review letters show continuing DPS oversight of Star Light's submissions and repeated recognition of the Company's eligibility.

This continuing review is directly relevant to Staff's present characterization of Star Light's regulatory history. DPS repeatedly reviewed the Company's documentation, affirmatively found the 2025 and 2026 annual submissions compliant with the UBP and applicable Commission orders, and continued to recognize Star Light's eligibility in 2026.

[6] Letter Ruling from Michelle L. Phillips, Secretary, to Bruce G. Hart and Julie B. Steamer, Case 26-E-0520 (Aug. 10, 2026) (granting extension to October 16, 2026); Letter Ruling from Michelle L. Phillips, Secretary, to Natara G. Feller, Case 26-E-0520 (Oct. 14, 2026) (granting extension to October 26, 2026).
[7] Star Light DPS-002 Response at 1.

B. The 2025 NOAV: Staff's requests and Star Light's corrective measures

The OTSC suggests that Star Light's conduct reflects a pervasive disregard of the UBP. Star Light's handling of the 2025 Notice of Apparent Violation ("NOAV") shows a different pattern. When Staff raised a compliance concern, Star Light responded promptly, acknowledged what needed correction, explained the source of each problem, and filed corrected materials. It also stopped marketing at Staff's request.

Staff's first requests concerned the Power to Choose website. On July 11 and July 16, 2025, Staff notified Star Light by email that UBP § 2.D.4.d required it to post its residential offers on the website. Star Light acknowledged those notices on July 17, 2025. That month, a Company representative also contacted Staff for guidance on obtaining access to post the Company's mass-market rates. On August 20, 2025, Star Light submitted a request through DPS's Document and Matter Management system ("DMM") to file offers on the website.[8]

On August 20, 2025, Staff asked Star Light to stop marketing to mass-market customers. Star Light complied the same day. The NOAV further highlights that Star Light "acknowledged that it is no longer marketing to mass market customers to comply with a Staff request sent that same day."[9]

Star Light began addressing Staff's concerns before receiving the NOAV. Following Staff's August 20, 2025 request to cease marketing, the Company commenced a review of its internal operations.[10]

Staff issued the NOAV on August 29, 2025. It identified five concerns: (1) Star Light had not listed its third-party marketer, KTS, as UBP § 2.B.1.o requires; (2) Star Light had not posted residential offers on Power to Choose, as UBP § 2.D.4.d requires; (3) a contract produced in response to consumer complaint 552572 described a renewable natural gas product, which the Commission's

[8] Statement of Star Light and Power LLC in Response to Notice of Apparent Violation, Matter 25-01715 (Sept. 15, 2025) ("NOAV Response"), at 4 & Ex. A.
[9] NOAV at 3.
[10] NOAV Response at 2.

January 2021 Order prohibits for mass-market customers; (4) contracts produced in response to five complaints did not match the forms Staff had approved under UBP § 2.B.1.b; and (5) the renewable percentage stated in two third-party verifications ("TPVs") did not match the associated contracts, contrary to UBP § 5, Attachment 1.A.12. Because Star Light had stopped marketing, the NOAV also noted that it was "not currently required to post offers, pending further evaluation."[11]

Star Light responded on September 15, 2025. The response took each concern in turn. For each, Star Light identified the source of the problem, assessed its potential scope, proposed a remediation plan, and described the internal controls it was putting in place to prevent recurrence.

Star Light acknowledged the first two concerns. It explained that it had not listed KTS in its application because it had not yet decided to use a third-party marketer. After it began working with KTS, it mistakenly understood that KTS's registration with DPS as an energy consultant was sufficient. Star Light subsequently amended its Retail Access Application Form ("RAAF") to list KTS. Star Light likewise acknowledged that it had not posted its rates on Power to Choose when required. It described the steps its management had taken to learn the DMM upload process so that future postings would be timely.[12]

On the remaining concerns, Star Light explained the source of each error and committed to correct it. It confirmed that it was not offering a renewable gas product and had not enrolled any customer on one. It traced the renewable-gas wording issue that arose in the QRS 552572 contract to an edit of the Staff-approved electric contract that substituted "gas" for "electric" on the contract summary page. It disclosed that gas contracts issued during pre-enrollment carried the same wording and began an audit of those contracts.[13] Star Light also traced the reference to "gas" in Section 2 of its electric terms and conditions, and the renewable-percentage mismatch in the TPVs, to the contract

[11] NOAV at 1–5 (quotation at 3); Case 15-M-0127 et al., Order Addressing ESCO Petitions Requesting Authorization to Provide Additional Products and Services (issued Jan. 25, 2021) ("January 2021 Order").
[12] NOAV Response at 3–4 & Ex. A.
[13] NOAV Response at 5–6.

form and TPV script approved at eligibility.[14] It committed to identify every affected contract and TPV and to submit a corrected contract and TPV script for Staff approval.[15]

The response also proposed a customer remediation plan. Star Light offered to notify each affected customer in writing and to replace any non-conforming contract with a Staff-approved contract, on fresh consent confirmed by TPV. Customers who declined or did not respond would be returned to utility service. While marketing remained suspended, Star Light sought only limited permission, to the extent Staff considered it necessary, to contact existing customers to explain and correct the identified contract issues. It requested Staff's review and approval of the proposed strategy before implementation. It also offered regular progress reports, contract-management controls to prevent unauthorized edits to approved forms, and semi-annual compliance training for its staff and third-party vendors.

Star Light then made the corrective filings it had committed to make. On October 2, 2025, it filed an amendment to its application package. The amendment included an updated list of third-party marketers identifying KTS by name, address, website, telephone number, and president; a revised variable renewable electric contract; a revised TPV script; and an officer's certification of the amendment.

Staff reviewed the revised materials. On March 23, 2026, Staff advised that the revised variable renewable electric contract met UBP requirements and was approved for use. On March 25, 2026, Staff confirmed that the matters raised in the NOAV had been resolved.

Staff's treatment of the 2025 NOAV directly contradicts its present characterization of Star Light as demonstrating pervasive disregard for its regulatory obligations. Star Light responded to each of the five identified concerns, submitted corrective materials, and worked with Staff to achieve a resolution. On March 25, 2026, Staff expressly confirmed that the NOAV matters had been resolved.

[14] NOAV Response at 7–8 & nn. 2–3, Exs. B–C; Ex. C, Star Light and Power Universal Script.
[15] NOAV Response at 6, 8–9 & n. 4.

None of those five violations is charged in the present proceeding. The OTSC does not allege violations of UBP §§ 2.B.1.o, 2.D.4.d, 2.B.1.b, or Section 5, Attachment 1.A.12, or assert noncompliance with the January 2021 Order concerning renewable gas products. Staff cannot fairly invoke Star Light's prior compliance history as evidence of pervasive disregard while overlooking its own determination that Star Light had satisfactorily addressed the concerns previously identified. Far from supporting revocation, that history demonstrates Star Light's willingness and ability to respond to regulatory concerns, implement corrective measures, and resolve compliance issues through constructive engagement with Staff. It also provides a concrete basis for considering targeted corrective measures, rather than revocation, should any violation be established in this proceeding.

C. Staff's principal allegations rest on an alleged relationship with SunSea

Most of the OTSC is about SunSea, a former ESCO whose eligibility the Commission revoked. Staff's central theory is that Star Light continued SunSea's business. The OTSC's first findings heading states that theory directly: "There is Apparent Continuity of Operations Between SunSea Energy LLC and Star Light and Power LLC."[16] Staff goes further. It describes Star Light as one of a group of linked ESCOs that "apparently attempted to mislead regulators," and it suggests that Star Light "may have been created to absorb SunSea customers if and when SunSea's Article 78 litigation was unsuccessful."[17]

SunSea began serving New York customers in October 2017. In April 2019, Staff opened an investigation into its marketing practices. The Commission later revoked SunSea's eligibility and directed it to return its customers to utility service. SunSea challenged that determination in an Article 78 proceeding and lost. The Court of Appeals denied leave to appeal on March 18, 2025, and denied argument on September 18, 2025.[18]

[16] OTSC at 3.
[17] OTSC at 6, 10 & n. 21.
[18] *SunSea Energy LLC v. New York Pub. Serv. Commn.,* 229 A.D.3d 1021 (3d Dept. 2024), lv denied 43 N.Y.3d 901 (2025), rehearing denied 44 N.Y.3d 991 (2025).

Staff's inquiry into a SunSea connection began with two events. First, while reviewing Star Light's eligibility application, Staff noticed references to SunSea in a proposed Star Light contract. On February 9, 2024, Staff asked whether Star Light had any affiliation with SunSea, and Star Light's consultant responded that it did not.[19] Second, on March 24, 2025, counsel for SunSea sent Staff a draft customer notice for a proposed assignment of SunSea's sales agreements to Star Light. The next day, Staff responded that transferring SunSea's customers to Star Light "would likely constitute an apparent violation of a Commission Order." Staff then began investigating possible connections between the two companies.[20]

Footnote 21 on page 10 of the OTSC is mistaken: Star Light did not inform Staff that it planned to assign SunSea contracts to Star Light. Appendix B to the OTSC shows that Julie B. Steamer transmitted the draft notice expressly as counsel to SunSea.[21] Steamer Hart LLP also represented Star Light at that time, but the firm's concurrent representation does not change the capacity in which the communication was made. The draft contained unpopulated merge fields and no effective date, Staff advised against the assignment, and the assignment never occurred. The Commission therefore should not attribute SunSea's proposal to Star Light or infer that Star Light began enrolling customers in anticipation of that proposal.

That inquiry was not part of the NOAV, which did not mention SunSea. It proceeded instead through information directives issued by DPS's Office of Investigations and Enforcement ("OIE"). DPS-001, issued October 27, 2025, sought Star Light's Con Edison enrollment records from March 1, 2025 forward and asked about the roles of Jacob Adigwe and Raymond Sanzone. DPS-002, issued November 25, 2025, asked about a Pennsylvania entity also named Star Light and Power LLC, the roles of Dorothea Stone and Joy Yusuf, and the SunSea references in Star Light's 2024 contracts. Star Light answered that it has no affiliation or connection with the Pennsylvania entity, that it did not file

[19] OTSC at 5 & App. A.
[20] OTSC at 5–6 & App. B.
[21] OTSC at App. B.

the 2022 Pennsylvania certificate of organization, and that it has never maintained the address shown on that certificate.[22] Staff also obtained Con Edison migration data comparing SunSea's and Star Light's customers, and OIE investigators contacted customers in December 2025 and February 2026.

The SunSea premise drives five of the eight enumerated allegations. Allegation One, the RAAF contact-update charge, concerns Dorothea Stone, whom Staff connects to SunSea through her responses to SunSea complaints and through resumes another ESCO filed in Massachusetts.[23] Allegations Two through Four rest on Staff's contention that Star Light, or brokers or consultants working for it, "improperly used customer data obtained from the Company's prior iteration as SunSea to enroll former SunSea customers without their knowledge or consent."[24] Staff's enrollment analysis turns on prior SunSea service. It identifies 366 former SunSea customers among Star Light's 733 enrollments, and it drew its signature sample from 101 paper-contract enrollments, all of them former SunSea customers.[25] Allegation Five charges that Star Light misled Staff by denying that it used "a list of SunSea customer names."[26]

Continuity with SunSea is the premise of several allegations, not a charge in its own right. Although the OTSC captions its continuity discussion as a violation of UBP § 2.D.4.a, the only violation pleaded under that provision is a failure to update contact information. Absent proof of a legally sufficient basis for attribution, SunSea's conduct and regulatory history cannot establish a violation by Star Light. Each charged allegation must therefore be proven from conduct and evidence attributable to Star Light.

The professional and customer overlap identified by Staff does not, by itself, establish that Star Light continued SunSea's operations or justify revocation. The consultant who prepared Star Light's original sales agreements had previously consulted for SunSea and used a SunSea form as a

[22] Star Light DPS-002 Response at 1-2 (responses to Questions 1.a, 3.a, and 3.b).
[23] OTSC at 7-9, 11-12..
[24] OTSC at 13.
[25] OTSC at 17–18.
[26] OTSC at 22, 25.

template, leaving residual references that Star Light should have identified and removed.[27] Dorothea Stone and Joy Yusuf appeared in Star Light's 2023 and 2024 application filings as consultants, but neither was an officer or employee. Approximately half of Star Light's 2025 Con Edison enrollments involved customers previously served by SunSea. Those circumstances explain why Staff examined a possible relationship, but they do not establish common ownership or control, a transfer of SunSea's customers or customer data, or the absence of authorization for any particular enrollment. Staff does not allege that the proposed assignment was consummated. Its own account instead indicates that former SunSea customers returned to utility service before the later Star Light enrollments, and Staff does not allege that all former SunSea customers subsequently enrolled with Star Light. Section IV addresses the further legal and factual deficiencies in Staff's theory.

IV. RESPONSES TO THE EIGHT OTSC ALLEGATIONS

A. Allegation One — Failure to timely update contact information under UBP § 2.D.4.a

Allegation One charges a narrow reporting violation: Staff alleges that Star Light failed to timely update its RAAF after Dorothea Stone, a former consultant, ceased serving as a listed regulatory contact. The OTSC also advances a broader theory of "apparent continuity of operations" based on overlapping individuals, contact information, an identically named Pennsylvania entity, and proceedings involving other ESCOs. But it does not separately charge common ownership, common control, successor liability, or operation of SunSea under another name. Section III.C addresses Staff's continuity theory. This section addresses the elements of the charged reporting violation.

To establish a violation of UBP § 2.D.4.a, Staff must prove that particular contact information materially changed, when the change occurred, what revised filing the change required, and when that filing became due. Star Light addressed Staff's personnel questions in its December 9, 2025 response to DPS-002. The response corrected an earlier combined answer by separately identifying

[27] Star Light and Power LLC Response to Directive to Provide Information: DPS-002 (Dec. 9, 2025) ("Star Light DPS-002 Response"), at 1 (correcting the DPS-001 responses to Questions 2 and 3), 1-4.

the Company's officer and employees and explained that the earlier formulation resulted from a preparation oversight. The correction is inconsistent with a characterization that Star Light simply refused to clarify the requested information.

The same response explained that the two individuals Staff asked about were former consultants who had never been officers or employees of the Delaware entity operating in New York.

DPS-002 distinguished the Pennsylvania entity named Star Light and Power LLC from the Delaware entity qualified to do business in New York. Star Light denied any affiliation, denied that the Pennsylvania organizer had a role as an officer or employee of the Delaware entity, and denied using the Pennsylvania address or filing its organizational document. Similar names and nearby addresses do not make separate entities the same company or establish that the Pennsylvania entity's organizer or filing is attributable to Star Light's Delaware entity.

The SunSea references in Star Light's early contract drafts have a specific explanation. The consultant who prepared Star Light's agreement had previously consulted for SunSea and worked from a SunSea template, and residual references remained in the January and February 2024 versions. The residual references arose from the preparer's use of a SunSea template. Star Light should have identified and removed them before filing. It disclosed the explanation when Staff asked and later filed a corrected agreement. Template reuse by a shared preparer establishes a drafting connection; it does not establish common ownership or control, or any transfer of customer information.

Staff's reliance on proceedings involving other ESCOs is even further removed from the charged disclosure issue. Findings concerning SunSea, NEPL, Progressive, or Energo arose from those entities' own submissions and conduct. They cannot substitute for proof that Star Light's Delaware entity failed to report a particular material contact change by a particular deadline.

Even if the Commission concludes that a required contact update was untimely, that limited reporting lapse would not establish the broader continuity theory advanced elsewhere in the OTSC.

Any consequence should be tied to the duration, materiality, and regulatory effect of the proven delay, rather than treated as proof of common ownership, successor status, or concealment.

B. Allegations Two Through Five — Customer Authorization, EDI, Unauthorized Switching, and Cooperation (UBP §§ 2.D.5.c, 2.D.5.g, 5.K.1, and 10.C.4.g)

Allegations Two through Five are grouped together in the OTSC because they rest on substantially the same investigation. The central assertion is that Star Light enrolled customers without authorization; Staff then alleges violations of the customer-protection, EDI, and slamming provisions and, from the overlap with former SunSea customers, infers that Star Light used a predetermined list and gave an inaccurate response to DPS. Star Light addresses those allegations based on the information presently available, but has not received the underlying account mappings, native enrollment and verification records, interview materials, system definitions, and production inventories needed to test Staff's classifications, attributions, and transaction-level conclusions.

1. Staff's enrollment classifications do not establish the scope of unauthorized activity

Staff organizes 733 enrollments into four groups: 302 electronic-contract accounts without an identified broker or consultant, none previously served by SunSea; 101 paper-contract accounts attributed to KTS, all former SunSea customers; 110 further KTS-attributed accounts without associated contracts, also former SunSea customers; and 220 accounts without associated contracts or an identified marketer, of which 155 were former SunSea customers. The absence of an associated contract in Staff's groupings is a question about the completeness and matching of enrollment records, not a finding that those customers were enrolled without authorization. The paper-contract accounts on which Staff conducted interviews require their own assessment.

The suggestion of an additional production deficiency rests on a comparison of unlike figures. The 733 represents the enrollment-document population Staff reviewed; Con Edison's reported September 2025 high of 809 refers to customers served at a particular time. The OTSC does not show that the two measures cover identical accounts, dates, or counting rules. The numerical difference

therefore does not establish that 76 enrollment files were omitted. The appropriate comparison is between the underlying utility account and service-point identifiers and the records actually requested and delivered.[28]

A similar unresolved discrepancy arises from DPS-003. Star Light's January 19, 2026 response addressed all 51 persons named in the directive, identified eight for whom it supplied enrollment information by spreadsheet and thumb drive, and reported that the remaining 43 did not appear in its customer records.[29] Staff maintains that Con Edison associated those 43 persons with Star Light. The present record does not permit a determination whether the discrepancy reflects differences in names or account identifiers, service dates, search criteria, production scope, or the accuracy of either party's records. Resolution requires the utility account and service-point identifiers, service dates, Staff's matching methodology, Star Light's search criteria, and a complete inventory of the January production, including the additional DPS-001 material identified in the transmittal.

2. The customer interviews must be evaluated with the original agreements and TPVs

Staff's December 2025 interviews reached four of the 16 persons investigators sought to contact. Three of those four are described in the OTSC as expressing uncertainty or unfamiliarity with Star Light. The fourth disputed the characterization of the enrollment as unauthorized, and an affirmation sets out the affiant's account of both the enrollment and the exchange with investigators. The affiant states that the affiant told the investigators there had been no slamming; that it "became obvious" that they "were trying to pressure me into saying that I had been slammed by Star Light, even though that was not true"; and that they "tried several times to get me to change my mind."[30] The affirmation further describes firsthand knowledge of Star Light's enrollment process.

[28] OTSC at 14-17 (describing the enrollment-document population, the reported September 2025 high of 809 customers, and the 733-account comparison).

[29] Star Light DPS-003 Response at 1-8 (individual responses); id. at 8 (identifying eight former customers and stating that "[t]he remaining 43 individuals neither are, nor were customers of Star Light").

[30] Star Light DPS-003 Response at 9 and accompanying affirmation.

The OTSC does not mention the affiant's account or address the conduct it describes. The Commission is thus asked to rely on investigator summaries without any indication that Staff weighed a sworn account already in its possession alleging that investigators pressed an interviewee toward a statement the interviewee says was false. That omission does not independently resolve the February accounts, but it bears on the completeness of Staff's presentation and reinforces the need to review the underlying interview materials before assigning weight to the summaries.

Without the interview notes or recordings, the documents presented, and the associated enrollment and verification materials, the Commission cannot determine whether the affiant's account and Staff's summary describe the same questions, documents, and exchange.

The February interviews present serious allegations that remain untested on the information available to Star Light. Investigators reportedly contacted 19 customers or family members from a sample of 37 drawn from the 101 paper-contract accounts; according to the OTSC, all 19 rejected the signatures attributed to them, and in two cases the purported signatories had died before the contract dates. Star Light cannot verify, contextualize, or respond account by account to those summaries without the contracts shown to each interviewee, the interviewees' identities and statements, interview notes or recordings, the basis asserted for each signature, and the associated enrollment and verification records. Until those materials are produced and reconciled, the OTSC's summaries do not establish which transactions were unauthorized, who performed any challenged act, or whether the interview results support a broader inference beyond the accounts examined.

The TPV discussion presents the same unresolved evidentiary issues. Certain listeners reportedly thought the recorded voices sounded like theirs but did not remember participating, and one reportedly raised the possibility that artificial intelligence had been used. Those observations neither establish that a voice was synthesized nor validate the recording as an authorization. Likewise, the OTSC's reference to a TPV "created" at 6:30 a.m. does not establish whether that timestamp reflects the call, file creation, processing, or export. Authentication, timing, and account linkage

require the native recordings, provider records, call metadata, system definitions, and associated enrollment materials.

Star Light also relies on the sworn testimony of KTS's president, Christopher Hunter. Hunter expressly denies that KTS enrolled customers without authorization, forged customer signatures, used artificial intelligence to generate, alter, or simulate customer voices, or reused, fabricated, or manipulated third-party verification recordings. [31]

The OTSC's building-access observations also cannot be evaluated from the summaries alone. Their relevance to a particular claimed customer contact depends on the building, the date and location of the alleged encounter, the witness's identity and basis of knowledge, the questions asked, and the corresponding salesperson and sales records. Until the underlying statements and transaction materials are produced, general descriptions of access restrictions do not establish that a specified customer encounter did or did not occur.

The OTSC discloses no basis for projecting the interview results to the entire enrollment population. The 19 contacts arose from a subset of the 101 paper-contract accounts, not from all 733 enrollments, but the present record does not permit an assessment of how the sample was selected, whether it was representative, how nonresponses were treated, or whether the interviewed accounts differed from the remaining population. Any inference beyond the individual accounts therefore requires the sample-selection criteria, outreach and nonresponse records, interview materials, and account-level reconciliation. An unreconciled record or vendor code should not be treated as establishing unauthorized activity across the Company's book without that foundation.

3. The EDI allegation adds no identified processing violation independent of the disputed authorizations

Staff invokes UBP §§ 2.D.5.c and 5.K.1 on the theory that customers were switched without consent, and invokes § 2.D.5.g because EDI transactions were used to effect those switches. As

[31] Hunter Aff. ¶¶ 12, 14–15.

summarized in the OTSC, the EDI allegation does not identify a transaction, standard, or protocol breach independent of the asserted invalid authorizations. Whether the underlying transaction histories disclose a separate EDI violation cannot be determined without the native EDI records, utility acknowledgments, applicable protocol requirements, and account-level authorizations. A disputed authorization therefore does not, on the present record alone, establish an additional processing violation.

The issue for each challenged account is what Star Light submitted, the authorization linked to that submission, and the specific EDI requirement Staff contends was violated. Successful utility processing does not establish an additional EDI violation.[32]

The same account-specific analysis governs the slamming charge under § 5.K.1. A prior relationship with SunSea, a later transfer to Verde, or a disputed vendor designation does not establish whether a customer authorized the particular change to Star Light. That question turns on the agreement, verification, marketing, and submission materials for the transaction. Separate enforcement provisions cannot support cumulative consequences without proof of the distinct facts and duties underlying each charge.[33]

The June 2025 Verde movements illustrate the need for account-level reconciliation.[34] Staff reportedly identified 49 departures from Star Light and later identified 51, including 50 to Verde, but the present record does not establish whether those counts use the same accounts, service points, or effective-date rules, or how they overlap with the challenged Star Light enrollments. The reported figures concern movements away from Star Light and do not by themselves establish whether the earlier Star Light enrollment, the later switch to Verde, or either transaction was unauthorized. That

[32] OTSC at 12-13 (EDI allegations).
[33] N.Y. State Public Service Commission, Uniform Business Practices for Energy Service Companies, Sections 5.K.1-2 (authorization and unauthorized switching); OTSC at 21-22, 25 (Allegation Four).
[34] The Commission simultaneously issued an Order to Show Cause against Verde Energy USA New York, LLC in Case 25-E-0763.

determination requires the sequence of supplier enrollments, requests, effective dates, vendor attribution, and authorizations for the same utility accounts.

Verde's pleading in its separate proceeding makes assertions about KTS-related vendor codes and acknowledges questions about whether those codes relate to particular enrollments. Those assertions are neither findings in this case nor evidence that Star Light or KTS originated an unauthorized switch. They underscore the need for the actual account records rather than inferences drawn from another respondent's disputed position.[35]

4. The former-SunSea overlap does not establish use of a customer list

Staff identifies 366 former SunSea customers among the 733 Star Light enrollments, including all 211 accounts it attributes to KTS. The overlap and timing warrant examination, but they do not establish that a particular list was transferred or used. The OTSC identifies no list, source file, custodian, transmission, instruction, or account-level link showing that Star Light or KTS relied on SunSea customer information. The remaining 367 enrollments were not associated with former SunSea service, the 50 June departures to Verde have not been matched to the 366-account group, and Staff provides no complete destination census for SunSea's former customers. Neither aggregate symmetry nor temporal proximity supplies those missing links.[36]

In its May 5, 2026 response to DPS-001, KTS expressly acknowledged enrolling the customers named in that request and stated that it had supplied the requested supporting materials on a thumb drive.[37] That acknowledgment identifies KTS's role in those enrollments; it does not concede

[35] Case 25-E-0763, Proceeding on Motion of the Commission to Seek Consequences Against Verde Energy USA New York, LLC for Violations of the Uniform Business Practices, Response and Supplement of Verde Energy USA New York, LLC to Order to Show Cause (Sept. 16, 2026) at 39-42, particularly 39-40 (addressing the 50-account population and KTS vendor-code questions); OTSC at 15 n. 27, 19 n. 32.

[36] OTSC at 14-18 & nn. 26-30 (separate counts for June departures and enrollments of former SunSea customers between June 6 and Aug. 19, 2025).

[37] KTS Energy LLC, Response to Directive to Provide Information: DPS-001 (May 5, 2026) ("KTS DPS-001 Response"), responses to Questions 1 and 3, at 2, 6.

that any customer was enrolled without authorization. Hunter now expressly denies unauthorized enrollments.[38] Reconciliation remains necessary to determine how the customers identified in KTS's response correspond to Staff's broader enrollment classifications.

The cooperation charge under § 10.C.4.g concerns Star Light's DPS-003 response regarding whether it used a predetermined customer list. Hunter separately states under oath that KTS was never given and never used a predetermined list of customers to enroll on Star Light service.[39] That sworn statement supports Star Light's response to the customer-list allegation.

Hunter explains that the supplier-maintained enrollment portal records KTS's sales under its distinct identifier and identifies the associated salesperson.[40] Star Light's request for reconciliation concerns the correspondence between those contemporaneous entries and the enrollment classifications used in the OTSC. Identifying KTS as the marketer does not, by itself, establish that a customer lacked authorization, a signature was forged, a TPV was invalid, or customer information was improperly obtained or used. Those allegations require consideration of the corresponding agreements, verification materials, and underlying investigative information.

5. The prior DPS responses do not support a generalized charge of noncooperation

The identified materials show that Star Light provided responses to Staff, but the completeness and accuracy of those responses cannot be determined without reconciling each request, response, production, and underlying source record. The DPS-002 response corrected the officers-and-employees information and addressed questions concerning the entities, consultants, addresses, and contract template. If Staff contends that a particular answer was materially inaccurate or incomplete, the Commission should identify the answer, the asserted deficiency, and the source information

[38] Hunter Aff. ¶ 12.
[39] Hunter Aff. ¶ 13.
[40] Hunter Aff. ¶¶ 7–11.

supporting that conclusion rather than infer generalized noncooperation from unresolved discrepancies.

DPS-003 received a substantive response to all 51 named persons, with files identified for eight and additional materials described in the transmittal. On the cancellation question, Star Light explained that utility-initiated drops were communicated through EDI and that direct customer requests were received by telephone, fax, or email. Counsel requested clarification of the particular documentation Staff sought. Whether additional responsive materials existed remains a specific production question; the request for clarification does not erase the information provided.[41]

The March 9 response to DPS-004 furnished contact information for six identified salespeople, described the Company's ordinary practice of scanning executed paper contracts, and stated that digital copies of the 93 requested contracts had previously been produced. Those representations do not establish whether physical originals existed for each account, remained in existence when the preservation directives issued, were retained, or were destroyed. The cited UBP provisions concerning verifiable electronic consent and the separate preservation directives must be applied to the account-level production inventory, document history, scanning and retention practices, and the directives' timing. No conclusion concerning completeness, retention, preservation, or destruction should be drawn until those materials are reviewed.

The OTSC places several distinct issues under the rubric of noncooperation: an allegedly inaccurate customer-list answer, mismatched customer information, disputed production of originals, and disagreements about corporate relationships. Each requires comparison of the actual request, the answer and materials provided, the applicable search and preservation obligations, and the source information said to establish a deficiency. On the presently available information, the OTSC's

[41] Letter from Julie B. Steamer, Steamer Hart LLP, to Alison E. Wrynn, Esq., N.Y. State Department of Public Service, Office of Investigations and Enforcement, re: Star Light and Power LLC Response to Directive to Provide Information Related to the Matter of ESCO Enrollments: DPS-003 (Jan. 19, 2026) at 1-9, particularly 8-9 (responses 2-4, cancellation-document discussion); OTSC at 16.

summaries do not establish a broad refusal to cooperate or independently corroborate widespread unauthorized enrollment. Allegations Two through Five should therefore not be sustained on those summaries alone.

C. Allegations Six Through Eight — Low-Income Customer Protections, Discontinuance, and Compliance With the Low-Income Order (UBP §§ 2.D.5.c, 2.D.5.f, and 2.D.5.i)

Allegations Six through Eight arise from one factual premise: Con Edison data identified 21 accounts receiving Star Light service in June 2026 that were also participants in the utility's low-income program. Staff invokes three UBP provisions from that same population. Star Light recognizes the protections governing these customers. But the June snapshot does not establish when any account became ineligible for ESCO service, whether the applicable utility notice was issued and received, when Star Light's obligation to discontinue service matured, or whether a return deadline passed. Those missing facts are central to all three allegations, not merely to the remedy.[42]

1. The Low-Income Order establishes a sequence of utility and ESCO obligations

The Low-Income Order assigns distinct obligations to the utility and the ESCO. The utility is directed to block ineligible assistance-program accounts from ESCO enrollment, maintain the appropriate block as customer status changes, and notify the serving ESCO when an account becomes ineligible.[43] An ESCO without an applicable waiver must observe the prohibition on serving covered customers and comply with the de-enrollment requirements following notice, including the Order's timing and existing-contract qualifications. These duties operate together. The utility's role is material

[42] OTSC at 23–26 (Allegations Six through Eight, all arising from 21 accounts identified in Con Edison's June 2026 low-income data); UBP, §§ 2.D.5.c, 2.D.5.f, 2.D.5.i.

[43] Case 12-M-0476 et al., Order Adopting a Prohibition on Service to Low-Income Customers by Energy Service Companies (issued and effective Dec. 16, 2016) ("Low-Income Order") at 20–23, 26–28, Ordering Clauses 1, 2, 6, 10; OTSC at 23–26.

to what occurred, but a utility processing error would not excuse an ESCO that knowingly disregarded an applicable restriction.[44]

Two circumstances must be distinguished. If a customer already participated in a covered program when the enrollment request was submitted, the relevant facts include the program-status effective date, the utility's block and acceptance history, and the conduct attributable to Star Light. If a customer entered the program after enrolling with Star Light, the relevant facts are the utility's notice, when Star Light received it, the contract then in effect, and the period allowed for return to utility service. A June 2026 status overlap does not establish which circumstance applies to any of the 21 accounts.

2. The June 2026 snapshot does not establish an overdue discontinuance

Ordering Clause 10 of the Low Income Order directs that every ESCO "shall, within 30 days of receiving the communication from the electric and gas distribution utilities pursuant to Ordering Clause 2 and 6 of this Order, de-enroll any customer accounts identified by the electric and gas distribution utilities, provided that existing contracts will continue until their expiration." The obligation is conditional and sequenced. The utility places the block, the utility identifies the ineligible accounts, and only then does the ESCO's 30-day period begin. For month-to-month products, the Order treats expiration as the end of the billing period in progress 30 days after the utility's communication. The date a customer first qualified for assistance is therefore not necessarily the date on which Star Light's duty to discontinue matured or the date on which service was required to end. A violation under UBP § 2.D.5.f requires the applicable notice and return chronology, including the action Star Light took and the utility's effective return transaction. The OTSC does not provide that chronology for the 21 accounts. Without proof of the predicate utility communication and the account-specific expiration date, Staff cannot establish that Star Light's 30-day period began or expired.

[44]Low-Income Order at 20–23, 26–28, Ordering Clauses 1, 2, 6, 10 (utility enrollment blocks and notifications; ESCO obligations); OTSC at 23–24 & n. 34.

An account-level reconciliation would identify the relevant program-status and block history, each utility notice and its transmission and receipt, the contract type and expiration, the applicable billing period, any customer notice, the ESCO drop request, and the utility's recorded return date. Those records would distinguish an enrollment processed despite an operative block from a failure to return a customer after notice, as well as an ESCO's timely drop request from a later utility processing delay. Without that distinction, neither the number of proven violations nor their duration can be determined.

3. The three regulatory provisions require distinct findings

The same 21 accounts do not independently establish three violations. The customer-protection allegation under UBP § 2.D.5.c depends on the protection allegedly denied; the discontinuance allegation under § 2.D.5.f depends on the operative duty and deadline; and the allegation under § 2.D.5.i requires identification of the particular command of the Low-Income Order said to have been violated. Overlapping requirements may apply to the same conduct, but the Commission should identify the facts supporting each charge and avoid duplicative consequences for one alleged omission. Presence in the June 2026 data sets is not a substitute for those findings.[45]

Star Light's pending FOIL request and planned targeted requests to DPS and Con Edison seek the underlying program-status, utility-notification, enrollment-block, and transaction records needed for that reconciliation. The Company requests leave to supplement if warranted by materially responsive records once produced. The present June 2026 snapshot does not establish Allegations Six through Eight. Any determination to the contrary should identify the affected account, the operative requirement, the triggering event, Star Light's conduct, the relevant timing, and the resulting customer impact.

[45] Low Income Order at 20–23, 26–28, Ordering Clauses 1, 2, 6, 10 (distinct utility and ESCO requirements); UBP, §§ 2.D.5.c, 2.D.5.f, 2.D.5.i.

V. REVOCATION IS NOT WARRANTED

A. Consequences should reflect the established conduct and customer harm

The OTSC expressly presents preliminary allegations and directs Star Light to explain why revocation or other consequences should not follow. UBP § 2.D.6 provides a range of consequences and a framework for selecting among them. The seriousness of an alleged forged authorization warrants a direct response; it does not eliminate the need to determine the actual affected population, the Company's role and controls, the reliability of disputed evidence, the extent of customer harm, and the adequacy of enforceable corrective measures.[46]

Star Light has responded to regulatory direction through its eligibility and annual compliance filings, its September 2025 NOAV response and October 2025 corrective filings, and its responses to Staff's investigative directives. That history directly counters Staff's characterization of pervasive disregard and supports continued eligibility.

Staff's March 25, 2026 written acknowledgment confirmed resolution of the matters raised in the August 29, 2025 NOAV.[47] Star Light relies on that resolution as concrete evidence of its responsiveness and ability to address identified compliance concerns. The NOAV resolution does not decide the separate customer-authorization, production, or low-income allegations. It nevertheless supports a proportionate resolution that preserves Star Light's eligibility.

Star Light recognizes that the allegations, considered collectively, raise concerns broader than any single disputed account or transaction. The Company does not contend that those concerns can be resolved solely by isolating each allegation from the others. At the same time, the seriousness of the overall concern does not establish every charged violation or determine the appropriate consequence without reliable support for the underlying facts, attributable conduct, customer impact, and present compliance risk. Star Light disputes that the information presently

[46] OTSC at 24–27; UBP § 2.D.6.a–b.
[47] Wrynn Email, supra note 12.

available establishes grounds for revocation and maintains that any consequence should reflect both the broader concerns identified by Staff and the violations, harm, and need for prospective safeguards actually substantiated.

B. The Company requests leave to supplement upon production of material records

Star Light requests production of the materials underlying the challenged findings and leave to supplement its response if warranted after receiving them. A final determination before that production and a meaningful opportunity to respond would require the Company to defend against interview characterizations, account matches, alleged authorizations, and utility-notice histories without access to the source materials on which Staff relies. The principal categories are the native utility migration and enrollment files with field definitions; the account mappings for the 733, 809, 51, and 21 populations; the interview notes, statements, recordings, and documents presented to each interviewee; and the native agreements, TPVs, metadata, and identifying records supporting the signature and deceased-signer allegations. The requested relief is therefore necessary to test Staff's proof and provide a complete evidentiary basis, not an automatic stay based merely on a records request.

The remaining requested materials address specific attribution and methodology issues: the source and chain of custody of any alleged customer list; sample-selection and nonresponse records; the basis and dates of building-access statements; utility low-income block and notice histories; and the complete filing-review and NOAV closure correspondence.

Star Light also requests the original data exports, field definitions, and audit history showing when and by whom salesperson and vendor codes were entered or changed. Those materials are necessary to distinguish contemporaneous transaction data from later database classifications, particularly where a single field is used to support multiple allegations.

The requested production is particularly important to distinguish (i) an absent or unmatched file from an enrollment lacking customer authorization; (ii) an interview summary from the actual

questions and answers; (iii) a statistical overlap from evidence of a particular customer-list transfer; and (iv) a low-income account snapshot from the utility notice and de-enrollment chronology. Those source materials would permit Star Light to test the OTSC's summaries, reconcile any warranted submission with its prior productions, and correct any demonstrable inaccuracies.

The evidence concerning KTS and the June 2025 movements to Verde should likewise be assessed by transaction, participant, date, and documented role. Star Light does not seek to assign misconduct to KTS or to any other market participant. The companies' commercial relationship neither establishes a violation by Star Light nor resolves KTS's separate responsibilities. Star Light relies on KTS's sworn denials in contesting the alleged misconduct and seeks the underlying investigative materials to address the specific transactions Staff challenges. [48]

[48] Hunter Aff. ¶¶ 12–15.

VI. CONCLUSION

For these reasons, Star Light respectfully requests that the Commission decline to revoke its eligibility or impose other adverse consequences on the present record. The Commission should reject allegations not established by reliable, account-specific evidence; distinguish the resolved NOAV matters from the allegations now presented; and permit Star Light to supplement after production of the underlying investigative and utility records. Any consequence should be based on proven conduct and customer harm, avoid duplication, and preserve Star Light's eligibility.

Respectfully submitted,

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