

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

Case Type: Other Civil
(Consumer Protection)

Court File No. _____

In the Matter of Ambia Energy, LLC d/b/a
Ambia Solar,

**ASSURANCE OF
DISCONTINUANCE**

WHEREAS, this Assurance of Discontinuance (“Assurance”) is entered into pursuant to Minn. Stat. § 8.31, subd. 2b, between the State of Minnesota, through its Attorney General, Keith Ellison (“Attorney General”) and Ambia Energy, LLC d/b/a Ambia Solar (“Ambia”);

WHEREAS, the Attorney General alleges that Ambia has engaged in conduct that violated the Minnesota Prevention of Consumer Fraud Act (Minn. Stat. § 325F.69), the Minnesota Deceptive Trade Practices Act (Minn. Stat. § 325D.44), the Minnesota Personal Solicitation of Sales Act (Minn. Stat. § 325G.13), and has engaged in other unlawful conduct in business, commerce, or trade;

WHEREAS, Ambia denies the Attorney General’s allegations;

WHEREAS, Minnesota Statutes section 8.31 vests the Attorney General with the authority to accept an assurance of discontinuance to resolve its investigations, and such an assurance may include a stipulation for performance or remedies provided by section 8.31, and violation of such an assurance is punishable as contempt;

WHEREAS, the Attorney General and Ambia (collectively, the “Parties”) desire to resolve fully this matter by entering into this Assurance;

NOW THEREFORE, the Parties hereby agree to entry of an order with the following terms and conditions:

FACTUAL ALLEGATIONS

1. Ambia is a Utah-based foreign limited liability company registered with the Minnesota Secretary of State that has performed significant and recurring work in Hennepin County and Minnesota writ large.

2. Ambia does business in Minnesota, in part, through its employees which engage in door-to-door solicitations, during which those doorknockers tout the advantages of purchasing solar panels to the homeowner.

3. Ambia's sales representatives were trained to introduce themselves by providing their name and the name of the company within the first 30 seconds of an interaction with a consumer. Nevertheless, Ambia's sales representatives regularly failed to comply with this training, frequently failing to provide either their name or the name of the company. Ambia did not sufficiently monitor or supervise its sales representatives to ensure compliance with Ambia's training.

4. Ambia did not train its sales representatives to tell homeowners that the representatives were there to sell the homeowners solar panels, or to set up the second part of the sales pitch at which point homeowners would be sold solar panels.

5. Ambia's sales representatives regularly failed to disclose that the purpose of their visit to a homeowner's doorstep was to sell solar panels.

6. While Ambia did obtain peddler and/or solicitor licenses and/or permits from Woodbury for Ambia's sales representatives, Ambia did not obtain such licensure for representatives engaging in door-to-door solicitations in various other municipalities in the Twin

Cities Metro area, including, but not limited to, Minneapolis, St. Paul, Monticello, Shoreview, Arden Hills, Richfield, and Bloomington. While Ambia provided written training to honor “No Soliciting” signs, Ambia’s salespeople sometimes ignored “No Soliciting” signs that had been posted by homeowners.

7. Ambia provided its sales representatives with a document purporting to show rate increases planned by Xcel Energy, and Ambia’s representatives used this document to engage in solicitations with homeowners.

8. Ambia’s sales representatives frequently deviated from Ambia’s training, including commonly telling consumers that Ambia was an associated third party working with or through Xcel Energy. Ambia’s sales representatives also frequently initiated conversations with homeowners by referencing electrical meter switches that had recently occurred via Xcel Energy.

9. Ambia’s sales representatives made representations to homeowners that Xcel Energy was struggling to provide sufficient electricity to Minnesota’s electrical grid, and that Xcel Energy did not want to build additional nuclear or coal power plants.

10. Consumers report confusion over whether Ambia was affiliated with Xcel.

11. As part of their pitch to consumers, Ambia’s sales representatives told homeowners that they could replace their electricity bill, subject to rate hikes, with a steady monthly payment by financing their solar system. Ambia’s sales representatives told this to homeowners before knowing the homeowner’s electricity usage, and without any training or expertise in determining whether a home was suitable for significant solar energy production.

12. Ambia’s contract for services and goods explicitly transferred the Renewable Energy Credits (“RECs”) the consumer’s residential solar array would generate to Ambia, for Ambia’s use. RECs can be sold to third parties and thus have monetary value. The contract does

not describe what RECs are to a consumer, their value, or why consumers may not wish to relinquish RECs.

13. Xcel Energy's Solar*Rewards program—an incentive program for consumers designed to increase solar energy generation participation—is restricted to consumers who can sell RECs to Xcel. Accordingly, some of Ambia's consumers are locked out of Xcel's Solar*Rewards program.

14. Ambia's sales agents were not trained to, nor did they actually, (a) inform consumers about RECs, (b) verbally disclose that consumers would be signing over their RECs to Ambia, or (c) explain that RECs have monetary value, particularly in the context of Xcel's Solar*Rewards program.

15. Ambia made contact with at least 49,143 Minnesota consumers through August 27, 2024.

16. The Attorney General alleges that the above conduct constitutes repeated violations of Minnesota Statutes sections 325D.44 (Deceptive Trade Practices Act), 325F.69 (Prevention of Consumer Fraud Act), 325G.13 (Personal Solicitation of Sales Act) and various municipal ordinances.

17. Following receipt of the Attorney General's Civil Investigative Demand, Ambia represented that it had amended its future contracts with Minnesota consumers to leave ownership of the RECs with the consumers and made substantial changes to its training programs.

18. Ambia provided a list of Minnesota consumers to the Attorney General of those consumers whose RECs Ambia had been assigned ("**REC List**"). The **REC List** contains each consumer's name, last known mailing address, email address, and phone number. Ambia has

represented to the Attorney General that it has reassigned the RECs of those consumers' solar systems back to the consumers.

19. The parties agree that Ambia did keep a list of homes to which its representatives visited and spoke to a consumer, but Ambia did not record those conversations. The parties further agree that it would be difficult and impracticable to precisely determine the identity of all impacted consumers and the level to which those consumers were impacted by any alleged misrepresentations. The parties agree that the costs of making those determinations would outweigh the potential benefit to distributing the monetary payment described in Paragraph 30 to each impacted consumer in a reasonable fashion.

INJUNCTIVE RELIEF

Training and Presentations

20. Ambia shall provide its workers (including employees and contractors, as that term is used throughout this Assurance) engaging in door-to-door sales and solicitations with appropriate training on compliance with Minnesota Statutes section 325G.13. Specifically, Ambia shall ensure that its workers engaging in door-to-door sales and solicitations in Minnesota, at the time of initial contact and before saying anything other than an initial greeting, disclose the individual worker's name, that they are working for Ambia, and that their purpose in the interaction is to demonstrate or sell solar panels to the consumer.

21. Ambia shall provide training to its workers engaging in door-to-door sales and solicitations in Minnesota to not make any representations about knowledge of utilities' capability to produce energy, grid capacity, or relationship with Ambia, except to inform a consumer of Ambia's precise relationship with a utility. For clarity, and as an illustrative example, nothing in

this paragraph prohibits Ambia from informing homeowners that Ambia is a registered with Xcel as a developer/installer, so long as that statement is true.

22. Ambia shall not represent to consumers that consumers will fully replace their utility or electricity bills with a monthly solar payment, unless Ambia is capable of demonstrating that such a statement is true.

Audits

23. Ambia shall engage in periodic auditing over its door-to-door workers' representations to Minnesota consumers, either by review of recorded conversations or in-person supervision of door-to-door sales interactions. A "periodic" audit of the work of a door-to-door worker should occur no less frequently than once each quarter. An audit under this paragraph must be conducted in a good faith attempt to ensure compliance with the injunctive terms of this Assurance. Each audit must result in an audit report signed by the individual auditor under penalty of perjury that the audit was performed in good faith and that the contents of the audit report are true and accurate. The provisions in this paragraph shall expire on a date two years after the entry of judgment in this matter.

24. Ambia shall keep records of the audits described in Paragraph 23 on file for at least one year following the audit, and shall provide copies of those audits to the Attorney General upon request by the Attorney General at any time during the retention period.

REC Sales and Assignments

25. For each consumer on the **REC List**, Ambia shall cooperate with the Attorney General in soliciting those consumers' consent to be enrolled with a third-party vendor. Upon obtaining consent, Ambia shall facilitate a direct relationship between the consumers and the third-party vendor to sell the consumers' RECs and provide the proceeds of those sales to the consumers.

For the purposes of this paragraph, facilitating a relationship between the consumers and a third-party vendor means connecting the consumer and vendor and providing reasonable assistance as requested by either the consumer or vendor in reaching an agreement between the consumer and vendor regarding the sale of the consumer's RECs. Ambia shall complete this process within one year of entry of judgment of this Assurance.

26. Upon the Attorney General's request, Ambia shall promptly and fully provide to the Attorney General any correspondence or contracts between itself and any third-party vendor contacted pursuant to Paragraph 25.

27. Ambia shall not assign itself the RECs of Minnesota consumers in contracts originated after the entry of judgment of this Assurance.

Miscellaneous

28. Ambia shall provide its workers engaging in door-to-door sales and solicitations with appropriate municipal licensure and/or permits.

29. Ambia shall not affect any change in its form of doing business, organizational identity, organizational structure, affiliations, ownership, or management composition as a method or means of attempting to avoid the requirements of this Assurance.

MONETARY PAYMENT

30. Pursuant to Minnesota Statutes section 8.31, within 90 days of the filing of this Assurance of Discontinuance, Ambia shall pay to the Attorney General the sum of \$75,000 ("Settlement Sum") for the benefit of victims harmed by the conduct alleged above. Due to, among other things, the issues of identification and distribution agreed to by the parties in Paragraph 19, the Settlement Sum cannot reasonably be distributed to the victims of the alleged conduct in this matter. Because this population of victims cannot be readily identified, or, even if they could be

identified, the cost of distribution would likely outweigh the benefit to the victims, the Settlement Sum shall be deposited into the Attorney General's Consumer Protection Restitution Account in accordance with Minnesota law.¹ The Settlement Sum shall be paid by check to the State of Minnesota sent to Assistant Attorney General Noah Lewellen, Office of the Minnesota Attorney General Suite 600, St. Paul, MN, 55101.

STAYED CIVIL PENALTY

31. Ambia shall pay a stayed civil penalty of \$150,000 to the Attorney General upon application to a court of competent jurisdiction and a showing by the Attorney General in such court that Ambia has materially violated any of the terms of this Assurance and Order, including any misrepresentations surrounding the returning of RECs to consumers on the REC List. Such court shall decide whether the stayed civil penalty shall be imposed and may hold an evidentiary hearing, if it deems such hearing necessary. The release in Paragraph 33 does not prevent the Attorney General from moving to enforce this Assurance, nor does it prevent the Attorney General from collecting moneys due to the Attorney General under this Assurance.

GENERAL TERMS

32. Nothing in this Assurance shall relieve Ambia of the obligation to comply with all applicable Minnesota and federal laws and regulations.

33. In consideration of the stipulated relief and contingent upon the Court's entry of this Assurance, the Attorney General, by execution of this Assurance, hereby fully and completely releases Ambia of any and all claims of the Attorney General, including but not limited to claims under Minnesota Statutes sections 325D.44, 325F.69, and 325G.13, for the conduct described in Paragraphs 3-14. The Attorney General through this Assurance does not settle, release, or resolve

¹ 2025 1st Spec. Sess., Ch. 13, Art. 8, section 8.

any claim against Ambia or any other person or entity involving any private causes of action, claims, and remedies, including, but not limited to, private causes of action, claims, or remedies provided for under Minn. Stat. § 8.31. This release does not apply in any way to claims of any other Minnesota state agency, department, official, or division. The Attorney General explicitly reserves claims under Minnesota Statutes sections 325D.44 and 325F.69 associated with Ambia's sales of residential solar arrays related to fee disclosures, production estimates, installation timelines, and other issues not directly addressed in Paragraphs 1-15, above.

34. This Assurance may be executed in counterparts, each of which constitutes an original, and all of which shall constitute one and the same agreement. This Assurance may be executed by facsimile or electronic copy in any image format.

35. This Assurance constitutes the full and complete terms of the agreement entered into by Ambia and the Attorney General.

36. Per Minnesota Statutes section 8.31, subd. 2b, this Assurance is not considered an admission of a violation for any purpose.

37. The Parties agree that this Assurance, including any issues related to interpretation or enforcement, shall be governed by the laws of the State of Minnesota.

38. The Hennepin County District Court shall retain jurisdiction of this matter for purposes of enforcing this Assurance. The Attorney General may make such application as appropriate to enforce or interpret the provisions of this Assurance or, in the alternative, maintain any action within his legal authority for such other and further relief as he determines is proper and necessary for the enforcement of this Assurance. The parties agree that, in any action brought by the Attorney General to enforce the terms of this Assurance, the Court shall have the authority to award equitable relief, including specific performance.

39. The failure of a party to exercise any rights under this Assurance shall not be deemed to be a waiver of any right or any future rights.

40. Nothing in this Assurance shall be construed to limit the power or authority of the State of Minnesota or the Attorney General except as expressly set forth herein.

41. Ambia understands that if a Court of competent jurisdiction holds that Ambia has committed a violation of this Assurance, that such violation may subject Ambia to sanctions for contempt pursuant to Minn. Stat. § 8.31, subdivision 2b, and that the Attorney General may thereafter, in his sole discretion, initiate legal proceedings against Ambia for any and all violations of this Assurance.

42. Each party shall perform such further acts and execute and deliver such further documents as may reasonably be necessary to carry out this Assurance.

43. Ambia shall not state or imply, directly or indirectly, that the State of Minnesota or the Attorney General have approved of, condoned, or agree with any conduct or actions by Ambia.

44. Ambia agrees that the Attorney General, without further notice to Ambia, may file this Assurance with the Hennepin County District Court on an *ex parte* basis, and that the Court may issue the Order below without further proceedings.

45. Service of notices required by this Assurance shall be served on the following persons, or any person subsequently designated by the parties to receive such notices:

Noah Lewellen, Assistant Attorney General
Office of the Minnesota Attorney General
445 Minnesota Street, Suite 600
St. Paul, Minnesota 55101

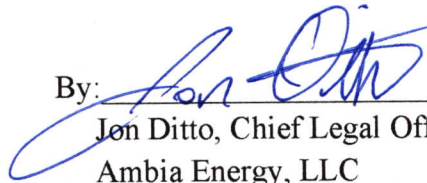
Jon Ditto, Chief Legal Officer
Ambia Energy, LLC
335 S 560 W
Lindon, Utah 84042

KEITH ELLISON
Attorney General
State of Minnesota

Date: Sept. 4, 2025

By: s/ Noah Lewellen
Noah Lewellen
Assistant Attorney General

Date: August 12, 2025

By: 
Jon Ditto, Chief Legal Officer
Ambia Energy, LLC

ORDER

Having reviewed the terms of the foregoing Assurance of Discontinuance, which is incorporated herein by reference, and which the Court finds reasonable and appropriate, it is SO ORDERED.

Date: _____

JUDGE OF DISTRICT COURT

THERE BEING NO CAUSE FOR FURTHER DELAY, LET JUDGMENT BE ENTERED IMMEDIATELY.