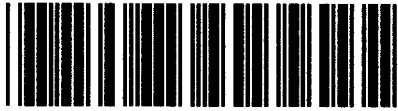


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**DOCKET NO. 31810**

**FORMAL COMPLAINT OF CICI'S § PUBLIC UTILITY COMMISSION**  
**ENTERPRISES, INC. AGAINST §**  
**STARLIGHT ELECTRIC AND § OF TEXAS**  
**TRIEAGLE ENERGY §**

**RESPONSE OF TRIEAGLE ENERGY, L.P. TO COMMISSION STAFF'S FIRST  
REQUEST FOR INFORMATION**

TriEagle Energy, L.P. files its Response to Commission Staff's First Request for Information. The requests were received on November 4, 2005, so these responses are timely filed under Proc. R. 22.144 (c)(1). These answers may be treated by all parties as if the answers were filed under oath.

Respectfully submitted,



Chris Reeder  
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ATTORNEYS FOR TRIEAGLE ENERGY, L.P.

**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of this pleading has been forwarded by fax, U.S. first class mail, hand delivery, electronic mail or by courier service to all parties of record on the 28<sup>th</sup> day of November, 2005.



Chris Reeder

**Q PS 1:** Please provide a copy of the agreement by which TriEagle acquired Starlight Electric's (Starlight's) commercial class retail customers, as stated on page 2 of TriEagle's response to the complaint filed by CiCi Enterprises, LP (CiCi's).

**R PS 1:** The requested document is considered highly sensitive and confidential and will be produced under a Protective Order. TriEagle has requested the entry of a Protective Order and anticipates that one will be entered shortly. When that occurs, TriEagle will supplement this response.

Prepared By: Chris Reeder  
Sponsoring Witness: Daniel Cook

Attachments: None

**Q PS 2:** What was the total number of commercial class retail contracts that were acquired by TriEagle?

**R PS 2:** TriEagle has estimated the number of contracts at 475. The number of commercial class retail accounts subject to the original acquisition agreement, however, was 1,041. Not all of these customers or accounts became TriEagle customers, however, because they would have found an alternative supplier within the time allotted before the switch to TriEagle.

Prepared By: Chris Reeder  
Sponsoring Witness: Daniel Cook

Attachments: None

**Q PS 3:** Did any of the transferred contracts require the customer to pay a deposit to TriEagle? If so, what provisions were made to assure that the deposits would be returned to customers?

**R PS 3:** TriEagle is unaware whether Starlight required Cici's Enterprises to pay a deposit or whether Starlight returned any such deposit. Cici's does not appear to complain about any deposit issues. The TriEagle terms of service would apply to the exclusion of the Starlight contracts for the period after TriEagle began serving Cici's. In any case, TriEagle has not required Cici's or any of the former Starlight customers to provide a deposit. TriEagle has never required any customer to pay a deposit.

Prepared By: Chris Reeder  
Sponsoring Witness: Daniel Cook

Attachments: None

**Q PS 4:** Please provide all documents relied upon by Daniel Cook for the statement in his affidavit that Starlight was no longer able to serve all its customers due to financial difficulties.

**R PS 4:** Mr. Cook relied mainly on the load amount, contract numbers and pricing for contracts, his knowledge of Starlight's failure to have entered into any hedging transactions, his general knowledge of Starlight, and the representations of Larry Kelly, Starlight's President, to make this conclusion. Mr. Cook did not rely on any specific documents to reach his conclusion.

Prepared By: Chris Reeder  
Sponsoring Witness: Daniel Cook

Attachments: None