UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND

Angela Glikin v. Major Energy Electric Services, LLC

Glikin v. Major Energy Electric Services, LLC, Civ. No. MJM-21-3251 (D. Md. Mar. 31, 2026) · No. Civ. No. MJM-21-3251 · Decided March 31, 2026

SUMMARY

The United States District Court for the District of Maryland considers Major Energy Electric Services, LLC’s renewed motion to dismiss Angela Glikin’s putative class action. The court grants dismissal of the unjust enrichment claim and any breach-of-contract claim based on Major’s March 2018 welcome letter, but allows claims alleging that variable electricity rates failed to reflect market conditions and breached the implied covenant of good faith and fair dealing to proceed.

CASE DETAILS

COURT	United States District Court for the District of Maryland
WRITING FOR THE COURT	Matthew J. Maddox
JURISDICTION	United States District Court for the District of Maryland
DECIDED	March 31, 2026
DOCKET	Civ. No. MJM-21-3251
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss the amended complaint or, alternatively, under Rule 12(f) to strike specified allegations. The court granted the motion in part and denied it in part.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded factual allegations as true, draws reasonable inferences in the plaintiff's favor, separates factual allegations from legal conclusions, and determines whether the complaint states a facially plausible claim for relief. On a Rule 12(f) motion, the court has wide discretion, but motions to strike are generally disfavored and ordinarily are granted only when challenged allegations have no possible or logical connection to the controversy and may cause significant prejudice.
PRECEDENTIAL VALUE	unpublished
PARTIES	Angela Glikin v. Major Energy Electric Services, LLC

TOPICS

breach of contract · implied covenant of good faith · unjust enrichment · motions to dismiss · civil procedure

PRACTICE AREAS

contract law · civil procedure · consumer protection · energy regulation

QUESTIONS PRESENTED

1. Whether the amended complaint plausibly alleged that Major breached a contractual obligation to set variable electricity rates to reflect market conditions.
2. Whether the March 2018 welcome letter created an enforceable contractual obligation to provide competitive prices.
3. Whether the amended complaint plausibly alleged that Major breached the implied covenant of good faith and fair dealing by exercising rate-setting discretion unreasonably.
4. Whether an unjust-enrichment claim was barred because an express contract governed the subject matter of the dispute.
5. Whether specified allegations in the amended complaint were redundant, immaterial, impertinent, or otherwise subject to being stricken under Rule 12(f).

HOLDINGS

1. The amended complaint plausibly alleged that Major breached its contractual obligation to adjust variable rates to reflect market conditions. The inclusion of profit and other market-price factors did not give Major unlimited discretion to set rates without adequately considering objective market conditions.
2. Any breach-of-contract claim based on Major's March 2018 welcome letter was dismissed with prejudice. The original contract's reference to a welcome letter referred to the contemporaneous Entrust welcome letter, not a later letter issued by Major, and the statement that Major could offer competitive prices was too vague to constitute an enforceable promise.
3. The amended complaint plausibly alleged that Major breached the implied covenant of good faith and fair dealing by unreasonably exercising contractual discretion over variable-rate pricing in a manner that frustrated Plaintiff's right to receive the expected contractual bargain.
4. The unjust-enrichment claim was dismissed without prejudice because the parties' express contract governed the subject matter of the dispute and therefore precluded recovery in unjust enrichment.
5. The court granted the motion to strike as to paragraphs 39-40, 54-76, and 79-80 because those allegations were immaterial or impertinent, but declined to strike paragraphs 18-25 and 33-37 because they could bear on Plaintiff's theories and their evidentiary value should not be weighed at the pleading stage.

KEY QUOTATIONS

> *“A reasonable construction of the contract supports the conclusion that an exclusive focus on maximizing profit—without adequately considering relevant market factors such as the “market pricing of commodity”—*

> *would breach the contractual obligation to set rates that "reflect market conditions.""* (Section III.B.1)

> *"It is sufficient for Plaintiff to allege that Defendant exercised its contractual discretion in an unreasonable way that frustrated Plaintiff's right to receive the contract's expected bargain."* (Section III.B.3)

FACTUAL BACKGROUND

Plaintiff enrolled in an electricity supply plan that initially charged a fixed rate and later permitted a monthly variable rate that could be adjusted to reflect market conditions, including commodity pricing, transportation, profit, and other market-price factors. Her contract was assigned first to National Gas and Electric and then to Major, which represented in a 2018 letter that its experience enabled it to offer competitive prices. Plaintiff alleged that Major's rates averaged 151 percent higher than Baltimore Gas and Electric's rates, exceeded those of 53 of 54 Maryland ESCOs in 2018, and frequently increased even when wholesale electricity costs declined. She contended that these pricing practices breached the contract and the implied covenant of good faith and fair dealing.

PROCEDURAL HISTORY

Plaintiff initially filed the action in the United States District Court for the Southern District of New York, and the case was transferred to the District of Maryland on December 12, 2021. Plaintiff later filed an amended complaint asserting breach of contract and unjust enrichment. After the court stayed the case to permit Plaintiff to present her claims to the Maryland Public Service Commission, the PSC dismissed the administrative complaint for failure to state a claim. The court lifted the stay, considered Defendant's renewed motion to dismiss or strike, dismissed the welcome-letter breach theory with prejudice and the unjust-enrichment claim without prejudice, struck specified paragraphs, and denied the motion in all other respects.

DISPOSITION

other

CASES CITED

- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 570 (2007)
- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- King v. Rubenstein, 825 F.3d 206, 212 (4th Cir. 2016)
- Retfalvi v. United States, 930 F.3d 600, 605 (4th Cir. 2019)
- A Society Without a Name v. Virginia, 655 F.3d 342, 346 (4th Cir. 2011), cert. denied, 566 U.S. 937 (2012)
- Goines v. Valley Cmty. Servs. Bd., 822 F.3d 159, 166 (4th Cir. 2016)
- John v. Essentia Ins. Co., 708 F. Supp. 3d 694, 699 (D. Md. 2023)
- Kim v. Cedar Realty Tr., Inc., 116 F.4th 252, 262, 265-66 n.15 (4th Cir. 2024)
- Lyles v. Santander Consumer USA Inc., 347 A.3d 449, 456 (Md. 2025)
- 1899 Holdings, LLC v. 1899 Liab. Co., 568 F. App'x 219, 224 (4th Cir. 2014)
- Martin Marietta Corp. v. Int'l Telecomms. Satellite Org., 991 F.2d 94, 97 (4th Cir. 1992)

- John L. Mattingly Const. Co., Inc. v. Hartford Underwriters Ins. Co., 999 A.2d 1066, 1078 (Md. 2010)
- HESS Constr. + Eng'g Servs., Inc. v. Francis O. Day Co., 332 A.3d 609, 625 (Md. App. Ct. 2025)
- Mirkin v. XOOM Energy, LLC, 931 F.3d 173, 177 (2d Cir. 2019)
- Martinez v. Agway Energy Servs., LLC, 88 F.4th 401, 407-08, 412 (2d Cir. 2023)
- Gonzales v. Agway Energy Servs., LLC, No. 518CV235MADATB, 2018 WL 5118509 (N.D.N.Y. Oct. 22, 2018)
- Martinez v. Agway Energy Servs., LLC, No. 518CV00235MADATB, 2022 WL 306437 (N.D.N.Y. Feb. 2, 2022), aff'd, 88 F.4th 401 (2d Cir. 2023)
- Nieves v. Just Energy N.Y. Corp., No. 17-cv-561, 2020 WL 6803056, at *1, *5 (W.D.N.Y. Nov. 19, 2020)
- Brown v. Agway Energy Servs., LLC, 822 F. App'x 100, 102 (3d Cir. 2020)
- Turner Constr. Co. v. BFPE Int'l, Inc., Civ. No. JKB-15-368, 2016 WL 1169938, at *9 (D. Md. Mar. 25, 2016)
- Nationstar Mortg. LLC v. Kemp, 258 A.3d 296, 301 (Md. 2021)
- Cheek v. United Healthcare of Mid-Atl., Inc., 835 A.2d 656, 663 (Md. 2003)
- Questar Builders, Inc. v. CB Flooring, LLC, 978 A.2d 651, 670 (Md. 2009)
- Clancy v. King, 954 A.2d 1092, 1106 (Md. 2008)
- WSC/2005 LLC v. Trio Ventures Assocs., 190 A.3d 255, 268 (Md. 2018)
- Richards v. Direct Energy Servs., LLC, 120 F. Supp. 3d 148, 163-64 (D. Conn. 2015)
- Richards v. Direct Energy Servs., LLC, 915 F.3d 88, 98-100, 106 (2d Cir. 2019)
- Suburban Mort. Assocs., Inc. v. Exel Props., Ltd., 176 F.3d 476 (4th Cir. 1999)
- Medex v. McCabe, 811 A.2d 297, 306 (Md. 2002)
- Hebbeler v. First Mariner Bank, Civ. No. ELH-17-3641, 2020 WL 1033586, at *23 (D. Md. Mar. 2, 2020)
- Janusz v. Gilliam, 947 A.2d 560, 567 (Md. 2008)
- Wheelabrator Baltimore, L.P. v. Mayor & City Council of Baltimore, 449 F. Supp. 3d 549, 566-67 (D. Md. 2020)
- Muhammad v. Maryland, Civ. No. ELH-11-3761, 2012 WL 987309, at *1 n.3 (D. Md. Mar. 20, 2012)
- Peeples v. Lorring Park Apartments, LLC, Civ. No. GLS 22-2218, 2024 WL 4932417, at *2 (D. Md. Dec. 2, 2024)
- Jacobs v. Nissan N. Am., Inc., Civ. No. GLR-22-2437, 2024 WL 3090139, at *3 (D. Md. June 20, 2024)
- Waste Mgmt. Holdings, Inc. v. Gilmore, 252 F.3d 316, 347 (4th Cir. 2001)
- Gilman & Bedigian, LLC v. Sackett, 337 F.R.D. 113, 117 (D. Md. 2020)
- Shields v. Prince George's Cnty., Civ. No. GJH-15-1736, 2016 WL 4581327, at *9 (D. Md. Sept. 1, 2016)
- Sommer v. CleanChoice Energy, Inc., No. 24-cv-11844, 2025 WL 2607994, at *3 (D. Mass. Sept. 9, 2025)