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November 3, 2022

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

RE: Sphinx of PA Inc. (Fayez Salib) v. Interstate Gas Supply, Inc. d/b/a IGS Energy;
Docket No. C-2022-3033951; **MOTION IN LIMINE OF INTERSTATE GAS
SUPPLY, INC. TO LIMIT INTRODUCTION OF EVIDENCE AT
HEARING**

Dear Secretary Chiavetta:

Earlier today Interstate Gas Supply, Inc. filed a Motion in Limine to Limit Introduction of Evidence at Hearing. That Motion did not contain a notice to plead and was subsequently rejected by the Commission's Secretary at our request. Attached please find the revised filing that now includes a Notice to Plead. Copies have been served in accordance with the attached Certificate of Service.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Very truly yours,

Todd S. Stewart
Counsel for Respondent
Interstate Gas Supply, Inc. d/b/a IGS Energy

TSS/jld
Enclosure

cc: Administrative Law Judge Dennis J. Buckley (via electronic mail – debuckley@pa.gov)
Sphinx of PA Inc. c/o Fayez Salib (via facsimile – 717-541-8869)
Per Certificate of Service


CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the parties, listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

VIA ELECTRONIC AND FIRST-CLASS MAIL

Sphinx of PA Inc. (Fayez Salib)
1004 Wesley Drive
Mechanicsburg, PA 17055
fayezfares@hotmail.com

Sphinx of PA Inc. (Fayez Salib)
812 Tavistock Road
Mechanicsburg, PA 17050



Todd S. Stewart

DATED: November 3, 2022

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

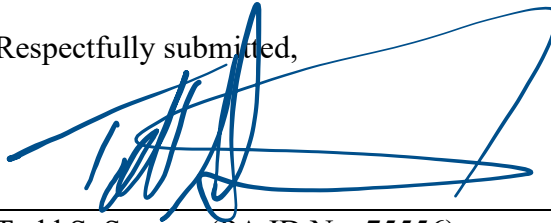
Sphinx of PA Inc. (Fayez Salib)	:	
Complainant,	:	
	:	
v.	:	Docket No. C-2022-3033951
	:	
Interstate Gas Supply, Inc. d/b/a IGS Energy,	:	
Respondent.	:	

NOTICE TO PLEAD

You are hereby advised that, pursuant to 52 Pa. Code § 5.103(b), you may file a response within twenty (20) days of the attached Motion. Any response must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy served to counsel for Interstate Gas Supply, Inc. d/b/a IGS Energy, and where applicable, the Administrative Law Judge presiding over the issue.

File with:
Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, Second Floor
Harrisburg, PA 17120

Respectfully submitted,



Todd S. Stewart (PA ID No. 75556)
Hawke, McKeon & Sniscak LLP
100 North Tenth Street
Harrisburg, PA 17101
Tel: (717) 236-1300
tsstewart@hmslegal.com

DATED: November 3, 2022

*Counsel for Respondent Interstate Gas Supply, Inc.
d/b/a IGS Energy*

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Sphinx of PA Inc. (Fayez Salib)	:	
Complainant,	:	
	:	
v.	:	Docket No. C-2022-3033951
	:	
IGS Gas Supply, Inc. d/b/a IGS Energy,	:	
Respondent.	:	

**MOTION IN LIMINE
OF INTERSTATE GAS SUPPLY, INC.
TO LIMIT INTRODUCTION OF EVIDENCE AT HEARING**

NOW COMES Interstate Gas Supply, Inc. d/b/a IGS Energy (“IGS”), by and through its counsel, Hawke McKeon & Sniscak, LLP, and hereby moves the Pennsylvania Public Utility Commission (“Commission”) to limit the ability of Sphinx of Pa Inc. (“Complainant”) to introduce certain evidence into the record of the above-caption proceeding, due to Complainant’s refusal to respond to discovery responses requesting the same types of information, pursuant to 52 Pa. Code §§ 5.371 and 5.372. The Commission’s Regulations authorize the Presiding Officer to issue “[a]n order refusing to allow the disobedient party to support or oppose designated claims or defenses or prohibiting the party from introducing in evidence designated documents, things or testimony.” 52 Pa. Code § 5.372(a)(2). Based on the Complainant’s refusal to respond to Interrogatories and Requests for Production of documents served on Complainant on August 26, 2022, Respondent, IGS, submits that an Order prohibiting Complainant from introducing evidence, including

testimony, on the topics addressed by the discovery requests is appropriate and necessary to protect its due process rights. In support of its Motion, IGS states and avers as follows:

1. IGS was served with the above-captioned Formal Complaint on July 22, 2022. The Complaint makes several allegations regarding IGS' provision of service to Complainant, focused primarily on IGS increasing the rate of Complainant's variable rate contract.

2. IGS filed an Answer and New Matter to the Complaint on August 2, 2022, and, at the same time, filed Preliminary Objections.

3. Complainant never responded to the New Matter nor has Complainant filed an Answer to the Preliminary Objections.

4. On August 26, 2022, IGS served Complainant with Interrogatories and Requests for Production of Documents, Set I.

5. On August 31, 2022, Complainant responded to Respondents Set I, Interrogatories, via facsimile transmission, with the document attached hereto as **Attachment A**. As can be seen, the response contains a one-page recitation of the allegations of the Complaint, along with the statement, "ALL INSTRUCTION AND DEFINITION ARE VOID AND MY ANSWER FOR THIS IS NO BECAUSE I CANNOT PROVIDE ANY DOCUMENTATION BECAUSE I DON'T HAVE IT SO YOUR REQUEST HAS NO VALUE."

6. By Order dated October 24, 2022, The Honorable Dennis J. Buckley established the hearing date for this matter and instructed the parties to submit all exhibits intended to be introduced into the record of this proceeding, at the hearing scheduled for November 9, 2022, at 10 am, to each other and the Presiding Officer no later November 4, 2022.

7. The Commission's Regulations provide for sanctions for a party's failure or refusal to respond to appropriately propounded discovery requests. 52 Pa. Code § 5.371(a)(1). It is clear

that Complainant has refused to respond to Respondent's discovery requests, nor did Complainant file objections thereto. Accordingly, sanctions are appropriate.

8. IGS submits that the appropriate sanction in a circumstance such as this is to prohibit the Complainant from introducing evidence of the sort that would have been included in a response to the unanswered requests. Those requests are:

1. In paragraph 5 of the Formal Complaint document, the Complaint states that the contract with IGS "promised a lower rate (0.051) and renovations at their expense." Explain the meaning of the phrase "renovations at their expense." Provide all documents that address what Complainant believes to be the renovations that are mentioned in the phrase: "renovations at their expense."
2. Please provide each and every telephone number or numbers that Complainant called as described in paragraph 5 of the Complaint "I attempted to reach out to IGS multiple times, leaving countless voicemails with no avail." Provide the date and time of each attempted call.
3. In paragraph 7.c. of the Complaint, it is alleged that Complainant "attempted to reach out multiple times and on several different occasions." Provide each and every name and telephone number that Complainant attempted to "reach out" to as described in paragraph 7. Provide the date and time of each attempted call.
4. In paragraph 7.c. of the Complaint, Complainant alleges that Complainant attempted to "contact IGS to discuss energy-pricing and a possible agreement after I realized that PPL's rate was beginning to be cheaper." Provide the name and telephone number of every individual at IGS that Complainant attempted to contact. Provide the date and time of each alleged attempted contact.
5. In paragraph 7.c. of the Complaint, it is alleged that "after failing to connect with them and even witnessing them hang up the phone in my face after transferring me to a supervisor, I left countless unanswered voicemails." Provide the name and telephone number of the person who is alleged to have hung up the phone "in my face." Provide the name of the supervisor to whom the call was allegedly being transferred. Provide the date and time of the call as described in the Complaint.

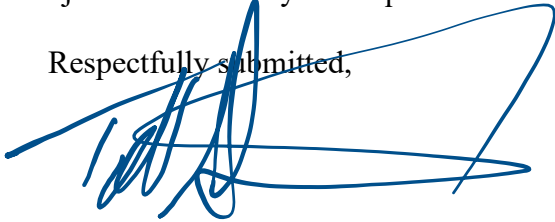
6. Did Complainant use a broker to assist in the transaction with IGS? If so, identify the broker? If Complainant did use a broker, provide a copy of Complainant's agreement with said broker.
7. Please provide details of any discussions with the broker used by Complainant, including the name(s) of the individuals spoken to, and dates and times of all calls with said broker between the period of January 1, 2022, and July 15, 2022.
8. Is Complainant alleging that it never was able to contact IGS? If the answer is no, provide the date and time of every contact Complainant successfully completed with IGS and provide the name and telephone number of the person complainant was able to contact.
9. Explain the legal and/or factual basis upon which Complainant believes its bills for April and May should be "readjusted and the difference refunded to me."

9. As can be plainly observed from the requests, none of them would require Complainant to consult the contract that his response alleges he did not receive, and Complainant raises no other disability as a basis for his refusal to answer.

10. The information sought by the requests is of the sort that is critical for IGS to mount any defense to Complainant's allegations regarding his attempts to contact IGS, among other items. Accordingly, it would be a serious infringement on IGS' due process rights to require it to mount a defense when its ability to conduct appropriate discovery to assist its defense, has been thwarted by Complainant's refusal to respond. Accordingly, IGS submits that sanctions are appropriate and requests that Your Honor impose the sanctions as requested.

WHEREFORE, Respondent, IGS, requests that the Presiding Administrative Law Judge conclude that Complainant has willfully refused to respond to properly served discovery requests and to issue an Order imposing the sanction upon Complainant that it be prohibited from introducing evidence, including testimony, on the subjects addressed by the requests.

Respectfully submitted,



Todd S. Stewart, Attorney ID No. 75556
Hawke McKeon & Sniscak, LLP
100 North Tenth Street
Harrisburg, PA 17101
Telephone: (717) 236-1300
Facsimile: (717) 236-4841
tsstewart@hmslegal.com

*Counsel for Respondent
Interstate Gas Supply, Inc. d/b/a IGS Energy*

DATED: November 3, 2022

ATTACHMENT A

HAWKE MCKEON & SNISCAK LLP
100 NORTH TENTH STREET,
HARRISBURG, PA 17101

AUGUST 31, 2022

SPHINX OF PA INC. V INTERSTATE GAS SUPPLY INC.
DOCKET NO. C-2022-3033951.

ATTN: TODD S. STEWART,

WITH REFERENCE TO THE ABOVE -MENTIONED AND YOUR LETTER DATED AUGUST 26, 2022 THAT IGS ENERGY,S INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS.

SINCE THE AGENT WHO REPRESENT THE INTERSTAE GAS SUPPLY INC. WALKED INSIDE MY STORE AND OFFER ME A PROGRAM TO HELP ME SAVE SOME MONEY ON ENERGY, THE WHOLE CONVERSATION WITH AGENT WAS VERBELY HE NEVER SHOW ME ANYTHING ANY DOCUMENT BUT HE TOLD ME TO SIGN HERE WHICH I DID BECAUSE I TRUSTED HIM, HE TOLD ME THAT HE WILL SEND COPY OF THE CONTRACT WHICH I NEVER RECEIVED I DON,T KNOW WHAT THE CONTENTS OF THIS CONTRACT EIHER..


DURING THE CONVERSATION WITH HIM I ASKED HIM ABOUT THE RATE IS GOING TO BE AND THIS RATE CAN BE INCREASE, IN FUTURE HIS ANSWER WAS THE RATE WILL STAY SAME AT 059 AND WILL NEVER BE INCREASED IN THE FUTURE. AND IF ANY CHANGE IN THE CONTACT I WILL LET YOU KNOW. AND THE CONTRACT IS FOR ONE YEAR ONLY AND COULD BE RENEWD BY THE OWNER ONLY OTHER WISE THE CONTRACT WILL BE VOID AND AUTOMATICALLY TREMINATED .

I WAS SURPRIDED WHEN I RECEIVED THEIR BILL WITH INCREASE OF 2168 ALMOST 80% INCREASED. I CALLED THE COMPANY TO OBJECT ABOUT THOSE INCREASE AND AS USUAL NOBODY WILL ANSWER.

THE AGENT MISREPRESENT THE ETHIC OF SALE AND MUST BE PUNISHED BY COMMISSIONER SO HE LIES TO ME TO SELL ME THE PROGRAM THST IS BAD FOR THE REPUTION OF THE ENERGY COMPANY BUT WHO CARE.

ALL INSTRUCTION AND DEFINITION ARE VOID AND MY ANSWER FOR THIS IS NO BECAUSE I CANNOT PROVIDE ANY DOCUMENTATION BECAUSE I DON,T HAVE IT SO YOUR REQUEST HAS NO VALUE.

SINCERELY


SPHINX OF PA INC.
FAYEZ SALIB

CC: TO PENNSYLVANIA PUBLIC UTILITY COMMISSION

0059
- 2168

Hawke
 McKeon &
 Sniscak LLP
ATTORNEYS AT LAW

Todd S. Stewart
Office: 717 236-1300 x242
Direct: 717 703-0806
tstewart@hmslegal.com

100 North Tenth Street, Harrisburg, PA 17101 Phone: 717.236.1300 Fax: 717.236.4841 www.hmslegal.com

August 26, 2022

VIA ELECTRONIC MAIL AND
FIRST-CLASS MAIL

Sphinx of PA Inc. (Fayez Salib)
1004 Wesley Drive
Mechanicsburg, PA 17055
fayezfares@hotmail.com

Sphinx of PA Inc. (Fayez Salib)
812 Tavistock Road
Mechanicsburg, PA 17050

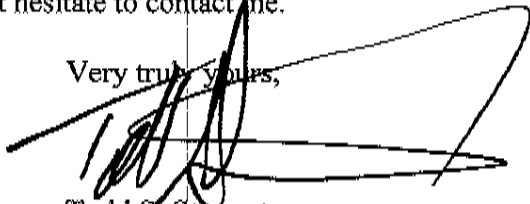
RE: Sphinx of PA Inc. (Fayez Salib) v. Interstate Gas Supply, Inc. d/b/a IGS Energy;
Docket No. C-2022-3033951; **INTERSTATE GAS SUPPLY, INC. D/B/A IGS
ENERGY'S INTERROGATORIES AND REQUESTS FOR PRODUCTION
OF DOCUMENTS, SET I, DIRECTED TO SPHINX OF PA INC.**

Dear Mr. Salib:

Please find enclosed Interstate Gas Supply, Inc. d/b/a IGS Energy's Interrogatories and Requests for Production of Documents, Set I, Directed to Sphinx of PA Inc. in the above-captioned docket. Copies of the Interrogatories and Requests for Production of Documents have been served in accordance with the attached Certificate of Service.

If you have any questions, please do not hesitate to contact me.

Very truly yours,


Todd S. Stewart
Counsel for Respondent
Interstate Gas Supply, Inc. d/b/a IGS Energy

TSS/jld
Enclosure

cc: Rosemary Chiavetta, Secretary (via e-file Letter and COS only)
Per Certificate of Service

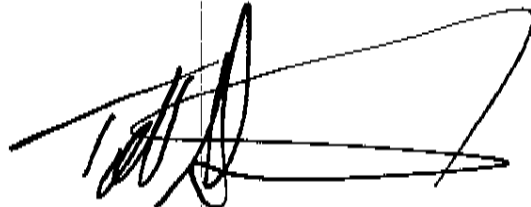
CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the parties, listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

VIA ELECTRONIC AND FIRST-CLASS MAIL

Sphinx of PA Inc. (Fayez Salib)
1004 Wesley Drive
Mechanicsburg, PA 17055
fayezfares@hotmail.com

Sphinx of PA Inc. (Fayez Salib)
812 Tavistock Road
Mechanicsburg, PA 17050

A handwritten signature in black ink, appearing to read 'Todd S. Stewart', is written over a horizontal line. The signature is stylized and somewhat cursive.

Todd S. Stewart

DATED: August 26, 2022

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

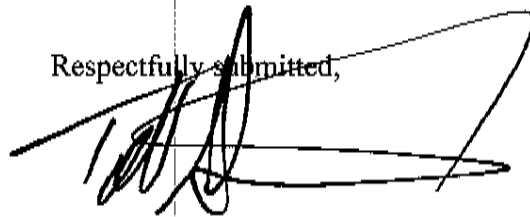
Sphinx of PA Inc. (Fayez Salib) :
Complainant, :
 :
v. : Docket No. C-2022-3033951
 :
Interstate Gas Supply, Inc. d/b/a IGS Energy, :
Respondent. :

**INTERSTATE GAS SUPPLY, INC. D/B/A IGS ENERGY'S
INTERROGATORIES AND REQUESTS FOR PRODUCTION
OF DOCUMENTS, SET I,
DIRECTED TO SPHINX OF PA INC.**

TO: Sphinx of Pa Inc.

Interstate Gas Supply, Inc. d/b/a IGS Energy ("IGS"), by and through its counsel, Hawke McKeon & Sniscak, LLP, and pursuant to the Pennsylvania Utility Commission's ("Commission") Regulations at 52 Pa. Code §§5.341 and 5.349 *et. seq.*, hereby propound the following Interrogatories and Requests for Production of Documents upon Sphinx of PA Inc. ("Sphinx") and those individuals authorized to answer on Sphinx's behalf. Said answers are due within 10 days from the date of service.

Respectfully submitted,



Todd S. Stewart, Attorney ID No. 75556
Hawke McKeon & Sniscak, LLP
100 North Tenth Street
Harrisburg, PA 17101
Telephone: (717) 236-1300
Facsimile: (717) 236-4841
tsstewart@hmslegal.com

*Counsel for Respondent
Interstate Gas Supply, Inc. d/b/a IGS Energy*

DATED: August 26, 2022

INSTRUCTIONS AND DEFINITIONS

1. The term "document" means any written, printed, typed, or other graphic matter of any kind or nature, however produced or reproduced, whether sent or received or neither, including drafts and copies bearing notations or marks not found in the original, and includes, but is not limited to:
 - (a) all contracts, agreements, representations, warranties, certificates, opinions;
 - (b) all letters or other forms of correspondence or communication, including emails, text messages, envelopes, notes, telegrams, cables, telex messages, messages (including reports, notes, notations, and memoranda of or relating to telephone conversations or conferences);
 - (c) all memoranda, reports, test results, financial statements or reports, notes, transcripts, tabulations, studies, analyses, evaluations, projections, work papers, government records or copies thereof, lists, comparisons, questionnaires, surveys, charts, graphs, summaries, extracts, statistical records, compilations;
 - (d) all desk calendars, appointment books, diaries;
 - (e) all books, articles, press releases, magazines, newspapers, booklets, circulars, bulletins, notices, instructions, manuals;
 - (f) all minutes or transcripts of all meetings; and/or
 - (g) all photographs, microfilms, phonographs, tapes or other records, punch cards, magnetic tapes, print-outs, and other data compilations from which information can be obtained.
2. The term "communication" means not only oral communications but also any "documents" (as such term is defined in Paragraph 1 above), whether or not such document or the information contained therein was transmitted by its author to any other person.
3. When used in reference to a natural person, the terms "identify," "identity," or "identification" mean to provide the following information:
 - (a) the person's full name;
 - (b) the person's present or last-known business and residential addresses;
 - (c) the person's present or last-known business affiliation; and
 - (d) the person's present or last-known employment position (including job title and a description of job responsibilities).

4. When used with reference to any entity other than a natural person, the terms “identify,” “identity,” or “identification” mean to provide the following information:
 - (a) its full name;
 - (b) the address of its principal place of business;
 - (c) in the case of a corporation, the names of its directors and principle officers; and
 - (d) in the case of an entity other than a corporation, the identities of its partners or principals or all individuals who acted or authorized another to act on its behalf in connection with the matters referred to.

5. When used in reference to a document, the terms “identify,” “identity,” or “identification” mean to provide the following information:
 - (a) the nature of the document (e.g., letter, email, contract, memorandum) and any other information (i.e., its title, index, or file number) which would facilitate in the identification thereof;
 - (b) its date of preparation;
 - (c) its present location and the identity of its present custodian, or if its present location and custodian are not known, a description of its last known disposition);
 - (d) its subject matter and substance or, in lieu thereof, attach a legible copy of the document to the answers of those interrogatories;
 - (e) the identity of each person who performed any function or had any role in connection therewith (i.e., author, contributor of information, recipient, etc.) or who has any knowledge; and
 - (f) if the document has been destroyed or is otherwise no longer in existence or cannot be found, the reason why such document no longer exists, the identity of the people responsible for the document no longer being in existence and of its last custodian.

6. When used in connection with an oral communication, the terms “identify,” “identity,” and “identification” mean to provide the following information:
 - (a) the general nature (i.e., conference, telephone communication, etc.);
 - (b) the time and place of its occurrence;
 - (c) its subject matter and substance;
 - (d) the identity of each person who performed any function or had any role in connection therewith or who has any knowledge thereof, together with a description of each such person’s function, role, or knowledge; and
 - (e) the identity of each document which refers thereto or which was used, referred to, or prepared in the course or as a result thereof.

7. The terms “describe” and “description” mean:
 - (a) provide a descriptive statement or account thereof, including but not limited to the general nature of the subject and its time or location;
 - (b) identify each person who has any knowledge thereof;
 - (c) identify each document which refers thereto, or which was used, referred to, or prepared in the course of, or as a result thereof, and
 - (d) identify each oral communication which refers thereto, or which occurred in the course of or as a result thereof.
8. The term “basis” means set forth each item of information upon which the allegation, contention, claim, or demand referred to in the interrogatory is based.
9. The terms “relates to” or “thereto” or “relating to” means used or occurring or referred to in the preparation therefore, or in the course thereof, or as a consequence thereof, or referring thereto.
10. Answer by Reference to Documents: If any interrogatory is answered by reference to a document or group of documents, with respect to each such interrogatory answer, identify the specific document or documents containing the requested information.
11. The term “person” means all natural persons, corporations, partnerships, or other business associations, public authorities, municipal corporations, state governments, local governments, all governmental bodies, and all other legal entities.
12. Inability to Answer: If any interrogatory cannot be answered after the Company has conducted a reasonable investigation, state:
 - (a) the answer to the extent possible;
 - (b) what information cannot be provided; and
 - (c) what efforts were made to obtain the unknown information.
13. “Complaint” means the Formal Complaint filed by Sphinx of PA, Inc. with the Pennsylvania Public Utility Commission (“Commission”), on or about July 21, 2022.
14. “Complainant” means Sphinx of PA, Inc., its owners, officers, or any person or entity authorized to act on its behalf, including but not limited to Fayez Salib.

**INTERSTATE GAS SUPPLY, INC. D/B/A IGS ENERGY'S
INTERROGATORIES AND REQUESTS FOR PRODUCTION
OF DOCUMENTS, SET I,
DIRECTED TO SPHINX OF PA INC.**

DOCKET NO. C-2022-3033951

1. In paragraph 5 of the Formal Complaint document, the Complaint states that the contract with IGS "promised a lower rate (0.051) and renovations at their expense." Explain the meaning of the phrase "renovations at their expense." Provide all documents that address what Complainant believes to be the renovations that are mentioned in the phrase: "renovations at their expense."
2. Please provide each and every telephone number or numbers that Complainant called as described in paragraph 5 of the Complaint "I attempted to reach out to IGS multiple times, leaving countless voicemails with no avail." Provide the date and time of each attempted call.
3. In paragraph 7.c. of the Complaint, it is alleged that Complainant "attempted to reach out multiple times and on several different occasions." Provide each and every name and telephone number that Complainant attempted to "reach out" to as described in paragraph 7. Provide the date and time of each attempted call.
4. In paragraph 7.c. of the Complaint, Complainant alleges that Complainant attempted to "contact IGS to discuss energy-pricing and a possible agreement after I realized that PPL's rate was beginning to be cheaper." Provide the name and telephone number of every individual at IGS that Complainant attempted to contact. Provide the date and time of each alleged attempted contact.
5. In paragraph 7.c. of the Complaint, it is alleged that "after failing to connect with them and even witnessing them hang up the phone in my face after transferring me to a supervisor, I left countless unanswered voicemails." Provide the name and telephone number of the person who is alleged to have hung up the phone "in my face." Provide the name of the supervisor to whom the call was allegedly being transferred. Provide the date and time of the call as described in the Complaint.
6. Did Complainant use a broker to assist in the transaction with IGS? If so, identify the broker? If Complainant did use a broker, provide a copy of Complainant's agreement with said broker.
7. Please provide details of any discussions with the broker used by Complainant, including the name(s) of the individuals spoken to, and dates and times of all calls with said broker between the period of January 1, 2022 and July 15, 2022.

**INTERSTATE GAS SUPPLY, INC. D/B/A IGS ENERGY'S
INTERROGATORIES AND REQUESTS FOR PRODUCTION
OF DOCUMENTS, SET I,
DIRECTED TO SPHINX OF PA INC.**

DOCKET NO. C-2022-3033951

8. Is Complainant alleging that it never was able to contact IGS? If the answer is no, provide the date and time of every contact Complainant successfully completed with IGS and provide the name and telephone number of the person complainant was able to contact.

9. Explain the legal and/or factual basis upon which Complainant believes its bills for April and May should be "readjusted and the difference refunded to me."