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February 20, 2024

Via Electronic Filing

Rosemary Chiavetta, Secretary
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: NCP Group LLC v. Inspire Energy Holdings, LLC
Docket No. C-2024-3045836

Dear Secretary Chiavetta:

Enclosed for electronic filing please find Inspire Energy Holdings, LLC's Preliminary Objections to the Complaint with regard to the above-referenced matter. Copies to be served in accordance with the attached Certificate of Service.

Sincerely,

Bryce R. Beard
Bryce R. Beard

BRB/red
Enclosure

cc: Cert. of Service w/enc.

CERTIFICATE OF SERVICE

I hereby certify that this day I served a copy of the attached Preliminary Objections upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa.

Code Section 1.54.

Via Email Only

NCP Group, LLC
c/o Daniel Romanowski, COO
3 E Washington St.
New Castle, PA 16101
dromanowski@servaxnet.com

Hon. Charles E. Rainey, Jr.
Chief Administrative Law Judge
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265
bobbwillia@pa.gov

Dated: February 20, 2024

Bryce R. Beard

Bryce R. Beard, Esq.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

NCP Group LLC,	:		
	Complainant	:	
	:		
v.	:	Docket No. C-2024-3045836	
	:		
Inspire Energy Holdings LLC,	:		
	Respondent	:	

NOTICE TO PLEAD

Via Email Only
To: NCP Group, LLC
c/o Daniel Romanowski, COO
3 E Washington St.
New Castle, PA 16101
dromanowski@servaxnet.com

You are hereby notified that a reply to the **Preliminary Objections** of Inspire Energy Holdings LLC must be filed within 10 days of the date of service. All pleadings, such as a reply to Preliminary Objections, must be filed with the Secretary of the Pennsylvania Public Utility Commission with a copy served to counsel for Inspire Energy Holdings, LLC, and, where applicable, the Administrative Law Judge (“ALJ”) presiding over this proceeding.

File with:

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility
Commission
PO Box 3265
Harrisburg, PA 17105-326

With a copy to:

Deanne O’Dell, Esquire (I.D. No. 81064)
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Bryce R. Beard, Esquire

Counsel for Inspire Energy Holdings LLC

Date: February 20, 2024

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

NCP Group LLC,	:		
	Complainant	:	
	:		
v.	:	Docket No. C-2024-3045836	
	:		
Inspire Energy Holdings LLC,	:		
	Respondent	:	

**INSPIRE ENERGY HOLDINGS LLC’S
PRELIMINARY OBJECTION TO COMPLAINT**

Pursuant to 52 Pa. Code § 5.101, Inspire Energy Holdings LLC (“Inspire Energy” or “Respondent”) submits the following Preliminary Objections to the Complaint of NCP Group LLC (“Complainant” or “NCP Group”), which was served on Inspire Energy by the Pennsylvania Public Utility Commission (“Commission” or “PUC”) on January 30, 2024. Pursuant to 52 Pa. Code §§ 5.61, 5.62, Inspire Energy is also filing an Answer and New Matter to the Complaint notwithstanding the Complaint’s insufficient specificity as discussed herein.¹ In support of this Preliminary Objection, Inspire Energy avers as follows:

I. INTRODUCTION

1. Inspire Energy is an electric generation supplier (“EGS”) licensed by the Commission to supply electric generation services to retail customers throughout Pennsylvania.²

2. The Formal Complaint of NCP Group LLC, a commercial customer,³ requests that this Commission require Inspire Energy to extend a previously completed 12-month contract term

¹ 52 Pa. Code § 5.101(e) provides that if a preliminary objection regarding insufficient specificity in a pleading is filed, an answer is not required.

² PUC Docket No. A-2013-2376082.

³ Pennsylvania Department of State records indicated that NCP Group LLC is a Foreign Limited Liability Company formed in Texas (No. 6985985, filed 12/10/2019) with a registered office of 3 E. Washington St., New Castle, PA 16101.

with NCP Group “for an additional 12 month term.” Complaint ¶ 5. NCP Group LLC does not aver that it is a small commercial customer within the Commission’s regulatory definition at 52 Pa. Code 54.1 and, therefore, entitled to the customer notice provisions of 52 Pa. Code 54.5⁴. The Complaint avers that after NCP Group’s initial 12 month contract term ended, a “rate change was not allowed as [NCP Group] are in a contract for a specified period of time that had not expired” and that, allegedly, Inspire Energy “failed to properly notify NCP of there[sic] intent to change the rates upon contract expiration.” *Id.* By way of specific relief, NCP Group seeks this Commission to “fine Inspire for its violations of PUC rules, and its intentional fraudulent practices against consumers” and “order Inspire to correct all billings to reflect the contract rate.” *Id.*

3. Inspire Energy is filing these Preliminary Objections in an effort to secure the just, speedy and inexpensive dismissal of the Complaint against Inspire Energy. For the reasons stated herein and in Inspire Energy’s Answer and New Matter to the Complaint, which is incorporated herein by reference, the Complaint must be dismissed because: 1) the Commission lacks jurisdiction over the entirety of the contract-based allegations of the complaint, does not regulate Inspire Energy’s generation rates, cannot award damages, cannot adjudicate matters of tort involving alleged “fraud”, and by failing to be represented by an attorney, the Commission lacks jurisdiction to hear NCP Group’s claims; 2) the Complaint has insufficient specificity as to what regulations or rules of the Commission which Inspire Energy has allegedly violated to warrant “fines” and other relief; and 3) the Complaint is legally insufficient as it fails to state any law or regulation allowing the Commission to require Inspire Energy to extend the concluded 12-month

⁴ Notwithstanding this, at all times Inspire Energy acted in compliance with the Commission’s customer notice regulations at 52 Pa. Code 54.10.

term contract and for Inspire Energy to “correct all billings to reflect the [allegedly extended] contract rate.”

II. PRELIMINARY OBJECTIONS

A. Applicable Legal Standards

4. The Commission’s Rules of Administrative Practice and Procedure permit the filing of preliminary objections. 52 Pa. Code § 5.101(a).

5. Under Section 5.101(a) of the Commission’s regulations, 52 Pa. Code § 5.101(a)(1)-(7), preliminary objections must specifically state the legal and factual grounds relied upon and be limited to the following:

- (1) Lack of Commission jurisdiction or improper service of the pleading initiating the proceeding;
- (2) Failure of a pleading to conform to this chapter or the inclusion of scandalous or impertinent matter;
- (3) Insufficient specificity of a pleading;
- (4) Legal insufficiency of a pleading;
- (5) Lack of capacity to sue, nonjoinder of a necessary party or misjoinder of a cause of action;
- (6) Pendency of a prior proceeding or agreement for alternative dispute resolution; and
- (7) Standing of a party to participate in the proceeding.

6. Under Section 5.101(e) of the Commission’s regulations, 52 Pa. Code § 5.101(e), if a preliminary objection regarding insufficient specificity in a pleading is filed, the respondent is not required to file an answer until further directed by the presiding officer, and the presiding officer can direct the filing of an amended pleading by the complainant.

7. The moving party may not rely on its own factual assertions but must accept for the purposes of disposition of the preliminary objection, all well-pleaded, material facts of the other party, as well as every inference fairly deducible from those facts.⁵ However, the Commission need not accept as true conclusions of law, unwarranted inferences from facts, argumentative allegations or expressions of opinion.⁶

8. In deciding the preliminary objections, the Commission must determine whether, based on the well-pleaded factual averments of the party, recovery or relief is possible.⁷

B. Dismissal Based on Lack of Commission Jurisdiction over the Complaint, 52 Pa. Code § 5.101(a)(1).

9. Under Section 5.101(a)(1) of the Commission's regulations, preliminary objections may be filed against a complaint alleging lack of Commission jurisdiction.

10. The Commission is a creation of the General Assembly and only has the powers and authority granted to it by the legislature that are contained in the Public Utility Code.⁸ The Commission must act within and cannot exceed its jurisdiction.⁹ Jurisdiction cannot be conferred by the parties where none exists.¹⁰ Subject matter jurisdiction is a prerequisite to the exercise of power to decide a controversy.¹¹

⁵ *County of Allegheny v. Cmwlt. of Pa.*, 490 A.2d 402 (Pa. 1985).

⁶ *Stanton-Negley Drug Co. v. Dep't of Pub. Welfare*, 927 A.2d 671, 673 (Pa. Cmwlt. 2007).

⁷ *Department of Auditor General, et al. v. SERS, et al.*, 836 A.2d 1053, 1064 (Pa. Cmwlt. 2003); *P.J.S. v. Pa. State Ethics Commission*, 669 A.2d 1105 (Pa. Cmwlt. 1996).

⁸ *Shedlosky v. Pa. Electric Co.*, Docket No. C-20066937 (Order entered May 28, 2008); *Feingold v. Bell Tel. Co. of Pa.*, 383 A.2d 791 (Pa. 1977).

⁹ *City of Pittsburgh v. Pa. Pub. Util. Comm'n*, 43 A.2d 348 (Pa. Super. 1945).

¹⁰ *Roberts v. Martorano*, 235 A.2d 602 (Pa. 1967).

¹¹ *Hughes v. Pa. State Police*, 619 A.2d 390 (Pa. Cmwlt. 1992), alloc. denied, 637 A.2d 293 (Pa. 1993).

i. The Commission Lacks Jurisdiction over Contract Disputes

11. The basis of NCP Group’s complaint is its belief that its December 23, 2021 12-month term contract automatically “renewed for an additional 12-month term” in December 2022, with the automatic renewal ending “in December 2023.” Complaint ¶ 5.

12. The Commission lacks jurisdiction over such contractual allegations and disputes. As an initial matter, the Commission does not have traditional ratemaking authority over competitive suppliers and has not asserted authority to regulate competitive supply rates. The Courts and this Commission have long held that the Commission lacks the statutory authority to set a competitive supplier’s rates and terms of service, or to even direct a supplier to issue a refund for services rendered.¹²

13. Importantly, the Commission does not have subject matter jurisdiction to interpret the terms and conditions of a contract between a competitive supplier and a customer like NCP Group.¹³

14. Granting preliminary objections when there is no reason for going to hearing conserves valuable administrative resources and promotes judicial economy. No reason exists for going to hearing when the Commission lacks statutory authority to adjudicate NCP Groups alleged contractual dispute with Inspire Energy, and the Commission has no authority to require Inspire Energy to extend the terms of the completed 12-month contract term as the Complaint requests. Accordingly, the Complaint should be dismissed.

¹² *Blue Pilot Energy, LLC v. Pa. Public Utility Commission*, 241 A.3d 1254, 1267 (October 27, 2020). *See also Paul W. Kerr v. Energy Plus Holdings LLC*, Docket No. F-2022-3032332 (Order issued July 7, 2022, at 7) (the Commission does not have jurisdiction to direct an EGS to issue a refund).

¹³ *See Yaglidereliler Corp. v. Blue Pilot Energy, LLC*, Docket No. C-2014-2413732, (Opinion and Order entered Jan. 16, 2015), (citing *Allport Water Auth. v. Winburne Water Co.*, 393 A.2d 673 (Pa. Super. 1978)).

ii. The Commission Lacks Jurisdiction to Order Refunds of Supply Charges

15. The only instance in which the Commission’s regulations provide for a refund of EGS supply charges, or as NCP Group states to “correct” the supply charges, occurs: (i) when the enrollment is disputed within the first two billing periods since the customer should reasonably have known of a change of the supplier; and (ii) the dispute investigation establishes that the change occurred without the customer’s consent.¹⁴ Even accepting the factual averments in the Complaint as true, for purposes of ruling on these preliminary objections, the NCP Group is not disputing their enrollment with Inspire Energy. Indeed, the basis of the Complaint and relief sought is that the Commission order Inspire Energy to extend the previously concluded 12-month rate terms per the December 23, 2021 contract to NCP Group. As there is no dispute involving NCP Group’s enrollment, NCP Group is therefore entitled to no relief.

16. The Commission also lacks statutory authority to grant the relief requested by the Complaint for a refund of supply charges.¹⁵

17. Granting preliminary objections when there is no reason for going to hearing conserves valuable administrative resources and promotes judicial economy. No reason exists for going to hearing when the Commission lacks statutory authority to direct the issuance of a refund of EGS supply charges. Accordingly, the Complaint should be dismissed.

¹⁴ 52 Pa. Code § 57.177(b); 52 Pa. Code § 59.97(b).

¹⁵ *Blue Pilot Energy, LLC v. Pa. Public Utility Commission*, 241 A.3d 1254, 1267 (October 27, 2020). *Paul W. Kerr v. Energy Plus Holdings LLC*, Docket No. F-2022-3032332 (Order Granting in Part and Denying in Part Preliminary Objections dated July 7, 2022, at p. 7).

iii. The Commission Lacks Jurisdiction to award damages.

18. NCP Group seeks compensation based on allegedly improper changes to NCP Group's rates. Complaint ¶ 5. Such compensation amounts to damages which the Commission lacks statutory authority to hear.

19. It is fundamental that the Commission lacks the statutory authority to hear claims on or award damages for such items.¹⁶ Pennsylvania law has long held that damages are a question for the trial courts.¹⁷ The Commission has consistently dismissed claims for alleged monetary damages and compensation for lack of jurisdiction.¹⁸

20. Granting preliminary objections when there is no reason for going to hearing conserves valuable administrative resources and promotes judicial economy. No reason exists for going to hearing on the "correction" (i.e. compensation, damages) under NCP Group and Inspire Energy's contract when the Commission lacks statutory authority to hear such claims or award such compensatory relief. Accordingly, the Complaint should be dismissed.

iv. The Commission Lacks Jurisdiction over the Tort of Fraud

21. NCP Group alleges that Inspire Energy's practices were "intentional[ly] fraudulent" against NCP Group. Complaint ¶ 5.

22. Courts have held that the Tort of Fraud is:

"... a generic term used to describe anything calculated to deceive, whether by a single act or combination, or by suppression of the

¹⁶ *Byer v. Peoples Natural Gas Co.*, 380 A.2d 383 (Pa. Super. 1977); *Feingold v. Bell of Pennsylvania*, 477 Pa. 1, 383 A.2d 791 (1977); *DeFrancesco v. Western Pennsylvania Water Company*, 499 Pa. 374, 453 A.2d 595 (1982); *Elkin v. Bell of Pa.*, 491 Pa. 123, 420 A.2d 371 (1980)

¹⁷ *See Miller Oral Surgery, Inc. v. Dinello*, 416 Pa. Super. 310, 611 A.2d 232 (1992) (finding award of lost profits as damages); *see also Delahanty v. First Pennsylvania Bank, N.A.*, 318 Pa. Super. 90, 126, 464 A.2d 1243, 1261 (1983).

¹⁸ *See e.g. Carlson v. Equitable Gas Company*, Docket No. C-20078025, Opinion and Order (Order Entered June 10, 2008)(Holding that complainant's claims of lost income, property damage, and mental stress were "monetary damages" that the Commission lacks authority to award.)(*citing DeFrancesco v. Western Pennsylvania Water Company*, 499 Pa. 374, 453 A.2d 595 (1982)).

truth, or suggestion of what is false, whether it be by direct falsehood or by innuendo, by speech or silence, word of mouth, or look or gesture.” *Blumenstock v. Gibson*, 811 A.2d 1029, 1034 (Pa.Super.2003), *appeal denied*, 573 Pa. 714, 828 A.2d 349 (2003).

To prove fraud, a plaintiff must demonstrate by clear and convincing evidence: (1) a representation; (2) which is material to the transaction at hand; (3) made falsely, with knowledge of its falsity or recklessness as to whether it is true or false; (4) with the intent of misleading another into relying on it; (5) justifiable reliance on the misrepresentation; and (6) the resulting injury was proximately caused by the reliance. Unsupported assertions and conclusory accusations cannot create genuine issues of material fact as to the existence of fraud.

Hart v. Arnold, 2005 PA Super 328, 884 A.2d 316 (2005)

23. The Commission does not have jurisdiction to determine if a tort was committed.

The Commission’s jurisdiction does not include actions that sound in either contract¹⁹ or tort.²⁰

24. Therefore, the complaint of NCP Group alleging “intentional fraudulent practices” must be dismissed as the Commission lacks jurisdiction over such causes of action.

v. The Commission Lacks Jurisdiction over this matter for NCP Group LLC’s failure to be represented by an Attorney.

25. NCP Group LLC is a Limited Liability Company. The subject matter of the Complaint involves utility services provided to NCP Group LLC. NCP Group’s COO, Daniel Romanowski, filed the Complaint on behalf of NCP Group.

26. The Formal Complaint does not identify an attorney representing NCP Group in this matter as it is required to do. See Complaint ¶ 10.

¹⁹ The Commission does not have jurisdiction to determine if a party breached a contract or to settle disputes arising under a contract. *See, e.g., Allport Water Auth. v. Winburne Water Co.*, 393 A.2d 673 (Pa. Super. Ct. 1978); *Behrend v. Bell Tel. Co.*, 363 A.2d 1162 (Pa. Super. Ct. 1976), subsequent history omitted; *Adams, et al. v. Pa. PUC*, 819 A.2d 631 (Pa. Cmwlth. 2003); *Leveto v. Nat’l Fuel Gas Dist. Co.*, 366 A.2d 270 (Pa. Super. Ct. 1976); and *Litman v. Peoples Natural Gas Co.*, 449 A.2d 720 (Pa. Super. Ct. 1982). The Commission also lacks jurisdiction to interpret or amend the terms of a contract. *Id.*

²⁰ The Commission is without jurisdiction to consider torts, including (but not limited to) negligence issues. *See, e.g., Poorbaugh v. PUC*, 666 A.2d 744 (Pa.Cmwlth. 1995).

27. According to Sections 1.21 through 1.23 of the Pennsylvania Public Utility Code, 52 Pa Code § 1.21, 1.23, if a party is an individual, he or she may represent him or herself, or the individual may be represented by an attorney licensed to practice law in the Commonwealth of Pennsylvania, or admitted Pro Hac Vice. However, if a party is not an individual, such as a partnership, limited liability company, corporation, trust, association, or governmental agency or subdivision, the party must have an attorney licensed to practice law in the Commonwealth of Pennsylvania, or admitted Pro Hac Vice to represent the party at the hearing. If a party is not an individual, and the party is not represented by an attorney, the party is not permitted to participate in the hearing.²¹

28. If an organization chooses to incorporate to reap the benefits of incorporation, it must also accept the burdens of incorporation such as retaining legal counsel in adversarial proceedings.²²

29. It is Commission practice to require the non-individual litigant to be represented by counsel and to dismiss a complaint for failure to comply with an order to do so (after giving ample time to obtain counsel). The Commission has also previously determined that it is a requirement for the proper adjudication of such complaint proceeding that complainants registered as corporations in the Commonwealth of Pennsylvania be represented by counsel.²³

²¹ See *St. Phillip the Apostle Church v. City of Lancaster – Bureau of Water*, Docket No. C-20102206276 (Final Order entered Mar. 25, 2011); *Cars R Us c/o Holman Copeland v. Philadelphia Gas Works*, Docket No. C-2008-2033437 (Opinion and Order entered Feb. 4, 2010) (*Cars R Us*); *New Fizon Catering, Inc. v. PECO Energy Co.*, Docket No. C-2008-2065498 (Opinion and Order entered June 24, 2009).

²² See *Walacavage v. Excell 2000, Inc.*, 480 A.2d 281 (Pa. Super.1984) (citing *Shamey v. Hickey*, 433 A.2d 1111 (D.C. App. 1981)).

²³ 52 Pa. Code §§ 1.21-1.22; See *Cars R Us c/o Holman Copeland v. Philadelphia Gas Works*, Docket No. C-2008-2033437 (Order entered Feb. 4, 2010).

30. The absence of an attorney where one is required deprives the forum of jurisdiction to adjudicate the matter.²⁴

31. Granting preliminary objections when there is no reason for going to hearing conserves valuable administrative resources and promotes judicial economy. No reason exists for going to hearing where NCP Group is not represented by an attorney, the absence of which deprives the PUC of jurisdiction to adjudicate this matter. Accordingly, the Complaint should be dismissed.

C. Dismissal Based on Insufficient Specificity of the Complaint, 52 Pa. Code § 5.101(a)(3).

32. Section 5.101(a)(3) permits a party to file a preliminary objection if the complaint is insufficiently specific.²⁵

33. A complaint must set forth “an act or thing done or omitted to be done by any public utility in violation, or claimed violation, of any law which the commission has the jurisdiction to administer, or of any regulation or order of the Commission.”²⁶

34. The Complaint alleges no violation by Inspire Energy of the Public Utility Code (“Code”),²⁷ a Commission regulation or a Commission order. The Complaint further alleges no facts that would support a finding that Inspire Energy has violated the Code, a regulation or a Commission order.

²⁴ See *McCain v. Curione*, Pa. Bd. of Prob. and Parole, 527 A.2d 591 (Pa. Cmwlth.1987) (Commonwealth Court was without jurisdiction to consider arguments and motions made on behalf of parolee in a civil action that was filed by another prisoner who was not licensed to practice law).

²⁵ 66 Pa. C.S. § 5.101(a)(3).

²⁶ 66 Pa. C.S. § 701 (emphasis supplied).

²⁷ 66 Pa. C.S. §§ 101 *et seq.*

35. Indeed, the Complaint does not describe any allegations aside from its claim that Inspire Energy’s contract with NCP Group “renewed for an additional 12-month term” and that “Inspire failed to notify NCP of there[sic] intent to change the rates.” These allegations are insufficiently specific so as to put Inspire Energy on notice of the claims which warrant NCP Group’s requested relief including “fines,” finding of “intentional fraudulent practices against consumers,” and for “the PUC to order Inspire to correct all billings.”

36. Even when all factual averments set forth in the Complaint are accepted as true, they do not show let alone allege that Inspire Energy violated the Code, a Commission regulation or Commission order. Therefore, the Complaint should be dismissed against Inspire Energy without a hearing, which would needlessly consume valuable resources of Inspire Energy and the Commission.

D. Dismissal Based on Legal Insufficiency of the Complaint, 52 Pa. Code § 5.101(a)(4).

37. The Commission’s regulations at 52 PA. Code § 5.101(a)(4) allow preliminary objections for legal insufficiency, commonly known as a demurrer.

38. The Complaint of NCP Group is legally insufficient as it fails to state any law or regulation for which its complaint is based and fails to set forth a valid cause of action.

39. The Pennsylvania Superior Court has explained that, while permissive, the test for a demurrer calls upon the Court to carefully scrutinize the adequacy of the plaintiff's pleading:

...In ruling on a demurrer, the court may consider only such matters as arise out of the complaint itself; it cannot supply a fact missing in the complaint.

Where the complaint fails to set forth a valid cause of action, a preliminary objection in the nature of a demurrer is properly sustained. *Lerner v. Lerner*, 954 A.2d 1229, 1234-35 (Pa. Super. 2008) (emphasis in original) (internal citations omitted).

When analyzing a demurrer, the court "need not consider the pleader's conclusions of law, unwarranted inferences from facts, opinions, or argumentative allegations." *Wiernik v. PHH U.S. Mortg. Corp.*, 736 A.2d 616, 619 (Pa. Super. 1999), *appeal denied*, 561 Pa. 700, 751 A.2d 193 (2000). To determine if the trial court properly sustained preliminary objections, this Court examines the averments in the complaint and the documents attached to the complaint to evaluate the adequacy of the facts averred and to assess the legal sufficiency of the complaint. *Clemladdy Const., Inc. v. Yorston*, 810 A.2d 693, 696 (Pa. Super. 2002), *appeal denied*, 573 Pa. 682, 823 A.2d 143 (2003)... "Where the complaint fails to set forth a valid cause of action, a preliminary objection in the nature of a demurrer is properly sustained." [*Soto v. Nabisco, Inc.*, 32 A.3d 787, 790 (Pa. Super. 2011)].

Am. Express Bank, FSB v. Martin, 200 A.3d 87, 93 (Pa. Super. 2018).

40. NCP Group fails to set forth a cause of action before this Commission based on sufficient facts to adequately explain the nature of the claims as they relate to the Public Utility Code and the Commission's regulations. Without such causes of action set forth based on the Public Utility Code and the Commission's Regulations, the Complaint is legally insufficient.

41. Therefore, Inspire Energy requests dismissal of the Complaint.

CONCLUSION

WHEREFORE, Inspire Energy Holdings LLC, respectfully requests that the Commission (a) grant these Preliminary Objections so as to dismiss the Complaint against Inspire Energy Holdings LLC, and (c) grant any other relief deemed appropriate.

Respectfully submitted,



Deanne O'Dell, Esq. (PA ID #81064)
Bryce R. Beard Esq. (PA ID #325837)
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Email: dodell@eckertseamans.com
bbeard@eckertseamans.com

Date: February 20, 2024

Counsel for Inspire Energy Holdings LLC

Verification

I, Joshua Waimberg, am the Associate Counsel of Inspire Energy Holdings, LLC, and I hereby state that the facts set forth in the foregoing **Preliminary Objections** are true and correct to the best of my knowledge, information and belief and that I expect Inspire Energy Holdings, LLC, to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Date: February 20, 2024

/s/ Joshua Waimberg _____
Joshua Waimberg
Associate Counsel
Inspire Energy Holdings, LLC