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March 12, 2026

Via Electronic Filing

Matthew Homsher, Secretary
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Richard Dahlen v. Palmco Power PA LLC d/b/a Indra Energy
Docket No. C-2026-3060583

Dear Secretary Homsher:

Enclosed for electronic filing please find the Preliminary Objections of Palmco Power PA LLC d/b/a Indra Energy (“Indra Energy”) 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 Palmco Power PA LLC d/b/a Indra Energy (“Indra Energy”) **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

Richard Dahlen
37 Blue Stone Court
Chadds Ford, PA 19317
dickdahlen@verizon.net

Date: March 12, 2026

/s/ *Bryce R. Beard*

Bryce R. Beard, Esq.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Richard Dahlen,	:	
	:	
Complainant,	:	
	:	
v.	:	Docket No. F-2026-3060583
	:	
	:	
Palmco Power PA LLC d/b/a Indra Energy	:	
Respondent.	:	

NOTICE TO PLEAD

TO: Richard Dahlen
37 Blue Stone Court
Chadds Ford, PA 19317
dickdahlen@verizon.net

You are hereby notified that a reply to the **Preliminary Objections** of Palmco Power PA LLC d/b/a Indra Energy 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 Palmco Power PA LLC d/b/a Indra Energy, and, where applicable, the Administrative Law Judge (“ALJ”) presiding over this proceeding.

File with:

Matthew Homsher, Secretary
Pennsylvania Public Utility
Commission
PO Box 3265
Harrisburg, PA 17105-326

With a copy to:

Daniel Clearfield, Esq. (I.D. No. 26183)
Bryce R. Beard, Esq. (I.D. No. 325837)
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Bryce R. Beard, Esquire
*Counsel Palmco Power PA LLC d/b/a Indra
Energy*

Date: March 12, 2026

**BEFORE THE
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Richard Dahlen,	:	
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Complainant,	:	
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	:	
	:	
Palmco Power PA LLC d/b/a Indra Energy	:	
Respondent.	:	

**PALMCO POWER PA LLC D/B/A INDRA ENERGY
PRELIMINARY OBJECTION TO COMPLAINT**

Pursuant to 52 Pa. Code § 5.101, Palmco Power PA LLC d/b/a Indra Energy (“Indra Energy” or “Respondent”) submits the following Preliminary Objections to the Complaint of Richard Dahlen (“Complainant” or “Mr. Dahlen”). Pursuant to 52 Pa. Code §§ 5.61, 5.62, Indra Energy is also filing an Answer and New Matter to the Complaint simultaneously with these Preliminary Objections. In support of these Preliminary Objections, Indra Energy avers as follows:

I. INTRODUCTION

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

2. The Complainant alleges that his account was enrolled with Indra Energy “without [his] knowledge or authorization” and “... caused [him] to lose [his] existing three year fixed rate supply agreement with Eligo Energy...” Compl. at ¶ 4. The Complainant is requesting the Commission order Indra Energy to “supply [him] with electricity at the rate previously provided in [his] fixed rate supply agreement with Eligo Energy (.09290 KWH) for the period ending 11-28-2027 (when the Eligo agreement was due to expire), and also reimburse [him] for the difference between .09290 KWH and what I paid for electricity supply during the period commencing 06-

¹ PUC Docket No. A-2009-2108338.

11-2025 and ending with the date Indra begins to supply electricity pursuant to the PUC’s order.” Compl. at ¶ 5. The Complainant further clarifies that Indra Energy already “paid [him] a courtesy credit of \$773.22” to resolve his dispute, but is requesting additional reimbursement from the Commission. Compl. at ¶ 5.

3. Indra Energy is filing these Preliminary Objections in an effort to secure the just, speedy and inexpensive dismissal of the Complaint against Indra Energy. For the reasons stated herein and in Indra Energy’s Answer and New Matter to the Complaint, which is incorporated herein by reference, the Complaint must be dismissed because: 1) the relief requested that the Commission order Indra Energy to enter into a contract and assume Complainants supply rate and term with Eligo Energy cannot be granted by the Commission under the law; and 2) Indra Energy has already provided a full and complete life-of-account refund for all supply charges to Mr. Dahlen, and further monetary, compensatory damages cannot be granted by the Commission.

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.² However, the Commission need not accept as true conclusions of law, unwarranted inferences from facts, argumentative allegations or expressions of opinion.³

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.⁴

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.

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

³ *Stanton-Negley Drug Co. v. Dep’t of Pub. Welfare*, 927 A.2d 671, 673 (Pa. Cmwlt. 2007).

⁴ *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).

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.⁵ The Commission must act within and cannot exceed its jurisdiction.⁶ Jurisdiction cannot be conferred by the parties where none exists.⁷ Subject matter jurisdiction is a prerequisite to the exercise of power to decide a controversy.⁸

i. The Commission Lacks Jurisdiction over Contract Disputes and the Request that a New Supply Contract be created by the Commission cannot be granted.

11. For relief, Mr. Dahlen asks the Commission to order Indra Energy to “supply [him] with electricity at the rate previously provided in [his] fixed rate supply agreement with Eligo Energy (.09290 KWH) for the period ending 11-28-2027 (when the Eligo agreement was due to expire).” Compl. at ¶ 5.

12. The Commission lacks jurisdiction over such contractual matters and disputes and cannot require EGSs like Indra Energy to enter contracts with customers.

12. As a matter of law, 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.⁹

⁵ *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).

⁶ *City of Pittsburgh v. Pa. Pub. Util. Comm’n*, 43 A.2d 348 (Pa. Super. 1945).

⁷ *Roberts v. Martorano*, 235 A.2d 602 (Pa. 1967).

⁸ *Hughes v. Pa. State Police*, 619 A.2d 390 (Pa. Cmwlth. 1992), alloc. denied, 637 A.2d 293 (Pa. 1993).

⁹ *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. The Commission does not regulate the supply prices charged by EGSs and lacks statutory authority to require suppliers to issue refunds to customers. *Coal. for Affordable Util. Serv. and Energy Efficiency in Pa. v. Pa. Pub. Util. Comm'n*, 120 A.3d 1087, 1101 (Pa. Commw. 2015); *see also* 66 Pa. C.S. §§ 2203(11) and 2802(16); *Blue Pilot Energy, LLC v. Pa. Pa. Pub. Util. Comm'n*, 241 A.3d 1254, 1265-68 (Pa. Commw. 2020).

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 direct Indra Energy to enter into a contractual relationship with Complainant. Accordingly, the Complaint should be dismissed.

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

15. Under the Commission's regulations governing customer dispute procedures, refunds of supply charges are warranted **only** if: (a) a customer disputes an enrollment within the first two billing periods since the customer should have reasonably known of a change of the supplier; **and** (b) the dispute investigation establishes that the change occurred without the customer's consent.¹⁰ Accepting as true the averments in the complaint, Indra Energy has already issued a lifetime of the account refund to Mr. Dahlen, and no further relief can be granted.

16. Notwithstanding, as a showing of good faith, Indra Energy has already issued a credit of \$135.29 and a credit of \$733.22 which is the full supply refunds for the lifetime charges to his account with Indra Energy. See Indra Energy's Answer and New Matter

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

17. The Commission lacks statutory authority to grant the relief requested by the Complaint for a refund of supply charges.¹¹

18. 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.

iii. The Commission Lacks Jurisdiction to award damages.

19. Mr. Dahlen seeks compensation and damages in the form of credits for “any reimbursement required by this proceeding.” Complaint ¶ 5. Such compensation amounts to damages which the Commission lacks statutory authority to hear.

20. It is fundamental that the Commission lacks the statutory authority to hear claims on, or award damages for, such items – here being the reformation of a future contract rate from a separate supplier to Indra Energy or otherwise compensating Mr. Dahlen.¹² Pennsylvania law has long held that damages are a question for the trial courts.¹³ The Commission has consistently dismissed claims for alleged monetary damages and compensation for lack of jurisdiction.¹⁴

¹¹ *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).

¹² *Byer v. Peoples Nat. Gas Co.*, 380 A.2d 383 (Pa. Super. 1977); *Feingold v. Bell of Pa.*, 477 Pa. 1, 383 A.2d 791 (1977); *DeFrancesco v. W. Pa. Water Co.*, 499 Pa. 374, 453 A.2d 595 (1982); *Elkin v. Bell of Pa.*, 491 Pa. 123, 420 A.2d 371 (1980).

¹³ *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 Pa. Bank, N.A.*, 318 Pa. Super. 90, 126, 464 A.2d 1243, 1261 (1983).

¹⁴ *See, e.g. Carlson v. Equitable Gas Co.*, Docket No. C-20078025, Opinion and Order (Order Entered June 10, 2008) (citing *DeFrancesco v. W. Pa. Water Co.*, 499 Pa. 374, 453 A.2d 595 (1982)) (holding that the complainant’s claims of lost income, property damage, and mental stress were “monetary damages” that the Commission lacked authority to award).

21. 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 difference between supply contracts from separate suppliers or any alleged damages therefrom. Accordingly, the Complaint should be dismissed.

CONCLUSION

WHEREFORE, Palmco Power PA LLC d/b/a Indra Energy, respectfully requests that the Commission (a) grant these Preliminary Objections so as to dismiss the Complaint against Palmco Power PA LLC d/b/a Indra Energy, and (c) grant any other relief deemed appropriate.

Respectfully submitted,

/s/ Bryce R. Beard

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Date: March 12, 2026

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Indra Energy*

