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June 4, 2026

**Via Electronic Filing**

Matthew L. Homsher, Secretary  
Pa. Public Utility Commission  
400 North Street  
Harrisburg, PA 17120

Re: Cody Kohinsky v. Green Mountain Energy Company,  
Docket No. F-2026-3061944

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Dear Secretary Homsher:

Enclosed for electronic filing please find Green Mountain Energy Company's Motion for Judgment on the Pleadings with regard to the above-referenced matter. Copies to be served in accordance with the attached Certificate of Service.

Sincerely,



Lauren M. Burge

Enclosure

cc: Cert. of Service w/enc.  
Hon. Charece Z. Collins ([charcollin@pa.gov](mailto:charcollin@pa.gov))

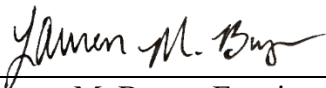
**CERTIFICATE OF SERVICE**

I hereby certify that this day I served a copy of the enclosed Motion for Judgment on the Pleadings upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code § 1.54.

**Via Email**

Cody Kohinsky  
497 Stearns Road  
New Milford, PA 18834  
[jlotterman24@gmail.com](mailto:jlotterman24@gmail.com)

Date: June 4, 2026

  
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Lauren M. Burge, Esquire

*Counsel for Green Mountain Energy Company*

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Cody Kohinsky,	:	
	:	
Complainant,	:	
	:	
v.	:	Docket No. F-2026-3061944
	:	
Green Mountain Energy Company,	:	
	:	
Respondent.	:	
	:	

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**NOTICE TO PLEAD**

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**TO: Cody Kohinsky**  
497 Stearns Road  
New Milford, PA 18834  
[jlotterman24@gmail.com](mailto:jlotterman24@gmail.com)

You are hereby notified that a reply to the enclosed **Motion for Judgment on the Pleadings** of Green Mountain Energy Company, must be filed within 20 days of the date of service. All pleadings, such as a reply to the Motion for Judgment on the Pleadings, must be filed with the Secretary of the Pennsylvania Public Utility Commission with a copy served to counsel for Green Mountain Energy Company and the Administrative Law Judge presiding over the proceeding.

**File with:**

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

**With a copy to:**

Lauren M. Burge, Esquire  
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*/s/ Lauren M. Burge*

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Lauren M. Burge, Esquire

*Counsel for Green Mountain Energy Company*

Date: June 4, 2026

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Cody Kohinsky,	:	
	:	
Complainant,	:	
	:	
v.	:	Docket No. F-2026-3061944
	:	
Green Mountain Energy Company,	:	
	:	
Respondent.	:	

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**MOTION FOR JUDGMENT ON THE PLEADINGS  
OF GREEN MOUNTAIN ENERGY COMPANY**

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Pursuant to 52 Pa. Code § 5.102, Green Mountain Energy Company (“Green Mountain” or “Respondent”) submits this Motion for Judgment on the Pleadings with respect to the Formal Complaint of Cody Kohinsky (“Complainant”). The basis for this Motion is that the Complainant’s claims were brought outside the statute of limitations, and therefore the Pennsylvania Public Utility Commission (“Commission” or “PUC”) lacks jurisdiction. In support of this Motion, Green Mountain states as follows:

**I. INTRODUCTION**

1. The Complainant filed a Formal Complaint against Green Mountain with the Commission, which was served on Green Mountain on April 22, 2026.

2. In his Formal Complaint, Mr. Kohinsky claims that Green Mountain provided him unauthorized electric generation supply service. Complainant alleges that he requested proof from Green Mountain that he authorized his enrollment, which occurred in 2015, but that Green Mountain would not provide the requested proof to him.

3. As a result, Complainant is requesting reimbursement or credit for all generation charges billed by Green Mountain during the time it provided service from 2015 until service was

cancelled in 2026 and requesting that the Commission investigate Green Mountain’s compliance with its regulations.

4. On May 12, 2026, Green Mountain filed a timely Answer and New Matter to the Complaint, and Complainant filed a Reply to the New Matter on May 20, 2026. Those filings are incorporated herein by reference.

5. As explained in Green Mountain’s Answer, Complainant began receiving electric supply service from Green Mountain after Complainant himself asked Penelec to refer him for enrollment in the PUC-sanctioned Standard Offer Program (“SOP”) in December 2015. Complainant continued to be served by Green Mountain for more than ten (10) years—until January 2026—when service was terminated at his request.

6. Consistent with Green Mountain’s New Matter, Respondent submits that Commission action regarding the Complainant’s enrollment with Green Mountain in 2015 is barred by the statute of limitations in Section 3314(a) of the Pennsylvania Public Utility Code.<sup>1</sup> Section 3314(a) requires an action to be brought within three years from the date at which the liability arose.<sup>2</sup> Yet Complainant challenges his 2015 enrollment with Green Mountain, which is well beyond the three-year statute of limitations.

7. Therefore, the Commission lacks jurisdiction to address Complainant’s contention and Green Mountain now timely submits this Motion.

## **II. MOTION FOR JUDGMENT ON THE PLEADINGS**

8. To act on the Complaint, the Commission must have jurisdiction.<sup>3</sup> The Commission, as a creation of the General Assembly, has only the powers and authority granted to

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<sup>1</sup> 66 Pa. C.S. § 3314(a).

<sup>2</sup> *Id.*

<sup>3</sup> *See* 52 Pa. Code §§ 5.101(a)(1), 5.102.

it by the General Assembly as contained in the Public Utility Code.<sup>4</sup> The Commission must act within, and cannot exceed, its jurisdiction.<sup>5</sup> Jurisdiction may not be conferred by the parties where none exists.<sup>6</sup>

9. Section 3314(a) of the Public Utility Code provides a general limitations period of three years for any action under the Public Utility Code, except as otherwise provided by law.<sup>7</sup> The statute of limitations in Section 3314(a) cannot be waived, and Section 3314(a) divests the Commission of jurisdiction for matters brought outside the three-year limitations period.<sup>8</sup>

10. As discussed in Green Mountain’s Answer and New Matter, Complainant began receiving electric generation supply from Green Mountain in December 2015 after being properly enrolled via Penelec’s SOP in December 2015.

11. The Formal Complaint makes allegations regarding actions that occurred more than three years before April 7, 2026, when Complainant filed this action.

12. Those allegations that are outside the three-year statute of limitations must be dismissed, including the Complainant’s enrollment with Green Mountain in 2015, which is the core issue of the Complaint.

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<sup>4</sup> 66 Pa. C.S. §§ 101 *et seq.* See *City of Phila. v. Phila. Elec. Co.*, 473 A.2d 997, 999–1000 (Pa. 1984) (“We begin our inquiry by recognizing that the authority of the Commission must arise from the express words of the pertinent statutes or by strong and necessary implication therefrom . . . . It is axiomatic that the Commission’s power is statutory; and the legislative grant of power in any particular case must be clear.”); see also *Shedlosky v. Pa. Electric Co.*, Docket No. C-20066937 (Opinion and Order May 28, 2008); *Feingold v. Bell Tel. Co. of Pa.*, 383 A.2d 791 (Pa. 1977).

<sup>5</sup> *City of Pittsburgh v. Pa. Pub. Util. Comm’n*, 43 A.2d 348 (Pa. Super. Ct. 1945).

<sup>6</sup> *Roberts v. Martorano*, 235 A.2d 602 (Pa. 1967).

<sup>7</sup> 66 Pa. C.S. § 3314(a); See *Duquesne Light Co. v. Pa. Pub. Util. Comm’n*, 611 A.2d 370 (Pa. Commw. Ct. 1992).

<sup>8</sup> See, e.g., *Hasty v. Phila. Gas Works*, Docket No. C-2014-2419203 (Final Order (Act 294) entered Jan. 27, 2015) (adopting the Initial Decision dated Nov. 18, 2014).

13. In addition, the limitations period set forth by Section 3314(a) runs from “the date at which liability therefor arose,” not from the date Complainant discovered such liability (assuming for the sake of argument such liability exists).

14. The only scenarios where tolling of the statute of limitations within Section 3314(a) is justified are: (1) during pendency of an informal complaint filed with the Commission; and (2) proper invocation of the theory of equitable estoppel.<sup>9</sup>

15. Despite Complainant’s contention within his Reply to Green Mountain’s New Matter that he “did not discover, and could not reasonably have discovered, that the enrollment may have been unauthorized until much later,” Complainant has failed to articulate any rational basis for that statement or to support invocation of the theory of equitable estoppel.

16. In fact, Green Mountain and its charges were specifically named and identified on Complainant’s monthly electric bill as his electric supplier at least 120 times over a span of 10 years. Green Mountain also sent numerous notices to the complainant since the initial enrollment in 2015, as detailed in Green Mountain’s Answer.<sup>10</sup> As such, the Complainant should have been aware that Green Mountain was his electric generation supplier.

17. In addition, to invoke the doctrine of equitable estoppel, Complainant must demonstrate that Green Mountain, “through fraud or concealment . . . cause[d] the [complainant] to relax his vigilance or deviate from his right of inquiry into the facts.”<sup>11</sup>

18. However, the facts as pleaded make clear that Green Mountain properly provided service after the Complainant enrolled through Penelec’s SOP, and Green Mountain dutifully

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<sup>9</sup> *Diaz-Willis v. Phila. Gas Works*, Docket No. F-2023-3045048 (Opinion and Order dated Feb. 20, 2025), at 4 (citing *Harris v. Phila. Gas Works*, Docket No. C-2012-2298901 (Order entered Jan. 4, 2013)).

<sup>10</sup> See Green Mountain Answer and New Matter at pp. 1-2 and ¶ 4(b), (d), (f).

<sup>11</sup> *Diaz-Willis v. Phila. Gas Works*, Docket No. F-2023-3045048 (Opinion and Order dated Feb. 20, 2025), at 4 (citing *Ely v. Pa. Am. Water Co.*, Docket No. C-20055616 (Order entered July 10, 2006)).

mailed at least ten (10) notices concerning changes to the variable electric rates applicable to his account after the initial fixed rate period in his contract concluded.

19. There is no rational interpretation of the instant facts that would allow a factfinder to conclude Green Mountain employed “fraud or concealment” to cause Complainant to forego inquiring about his electric supply service for an entire decade.

20. Rather, based on the facts pleaded, Complainant was aware that he was enrolled with Green Mountain and had numerous opportunities over the preceding decade to challenge such enrollment, if there was a reasonable basis for doing so—which Green Mountain asserts there was not because such enrollment was proper through Penelec’s SOP.

21. Therefore, the relevant limitations period of Section 3314 applies, and Complainant’s claim should be dismissed.

### III. CONCLUSION

WHEREFORE, Green Mountain respectfully requests that the Commission: (a) grant Green Mountain's Motion; (b) dismiss the Complaint in its entirety; and (c) grant any other relief in favor of Green Mountain that the Commission deems just and proper.

Respectfully submitted,

*/s/ Lauren M. Burge*

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Dated: June 4, 2026

*Counsel for Green Mountain Energy Company*