

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Patricia Brennon	:	
	:	
v.	:	C-2024-3051798
	:	
Duquesne Light Company	:	

**INTERIM ORDER JOINING INDISPENSIBLE PARTY  
DISMISSING PRELIMINARY OBJECTION AND  
REFERRING COMPLAINT TO MEDIATION**

On October 21, 2024, Patricia Brennon (Complainant) filed a formal complaint against Duquesne Light Company. The Complainant alleges that Duquesne Light is not reimbursing her for the electricity generated by her solar panels. She further alleges that Duquesne Light told her that her supplier, NRG, was responsible for reimbursing her. She states that NRG informed her that Duquesne Light is responsible. As relief, she wants to be reimbursed for the power that she generated in excess of the power that she used.

Duquesne Light filed an answer and new matter on November 14, 2024. Duquesne Light admits that the Complainant is a net metering customer. However, Duquesne Light avers that the Complainant’s supplier, Reliant Energy Northeast LLC d/b/a NRG Retail Solutions (NRG), is responsible for compensating the Complainant pursuant to Duquesne Light’s Net Metering Rider in its tariff.

Duquesne Light also filed preliminary objections which seek dismissal of the complaint because the Complainant failed to join NRG as an indispensable party. In the alternative Duquesne Light requests that NRG be joined as an indispensable party. Complainant did not file a response to the preliminary objection.

By notice dated December 16, 2024, the Office of Administrative Law Judge assigned the preliminary objection to me for disposition.

In Pennsylvania, “an indispensable party is one whose rights are so directly connected with and affected by litigation that he must be a party of record to protect such rights, and his absence renders any order or decree of court null and void for want of jurisdiction.”<sup>1</sup> Failure to join an indispensable party goes to the court’s jurisdiction and, if not raised by the parties, should be raised *sua sponte*.<sup>2</sup> The Pennsylvania Supreme Court has established that “the basic inquiry in determining whether a party is indispensable concerns whether justice can be done in the absence of a third party. In order to make the analysis, however, one must refer to the nature of the claim and the relief sought.”<sup>3</sup>

Based on the current record, NRG is an indispensable party to this action. This complaint presents issues regarding compensation to the Complainant as a net metering customer. The relief sought by the Complainant necessarily involves NRG and may also involve Duquesne Light as well. NRG’s interests are essential to the merits of the case.

It is not appropriate to dismiss the complaint on the ground that the Complainant, who is self represented, failed to specifically name NRG as a respondent to her complaint. However, I will join NRG as an indispensable party to the complaint and shall direct that the Secretary’s Bureau serve the complaint upon NRG. NRG shall be given twenty days from the date of service within which time to file an answer to the complaint. Meanwhile, this matter shall be referred to the Office of Administrative Law Judge’s Mediation Unit for review and I encourage the parties to discuss settlement of the issues.

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<sup>1</sup> *Columbia Gas Transmission Corp. v. Diamond Fuel Co.*, 346 A.2d 788, 789 (Pa. 1975).

<sup>2</sup> *Posel v. Redevelopment Authority of Philadelphia*, 456 A.2d 243 (Pa. Cmwlth.1983).

<sup>3</sup> *Cry, Inc. v. Mill Service, Inc.*, 640 A.2d 372, 375-76 (Pa. 1994).

The basis for Duquesne Light's preliminary objection is the Complainant's failure to join NRG. As I am directing the joinder of NRG as a party to this complaint, Duquesne Light's preliminary objections are now moot.<sup>4</sup>

ORDER

THEREFORE,

IT IS ORDERED:

1. That Reliant Energy Northeast LLC d/b/a NRG Retail Solutions is hereby joined to C-2024-3051798, as an additional Respondent to this proceeding and shall be included in service lists and the caption of this proceeding.
  
2. That the parties shall serve Reliant Energy Northeast LLC d/b/a NRG Retail Solutions with all future filings in this matter.
  
3. That the Secretary's Bureau is directed to serve a copy of the complaint of Patricia Brennon at Docket No. C-2024-3051798, upon Reliant Energy Northeast LLC d/b/a NRG Retail Solutions.

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<sup>4</sup> In other complaint proceedings before the Commission, it is not uncommon for the distribution utility to simply file a motion to join a supplier as an indispensable party, rather than requiring a self-represented consumer to respond to a motion on a technical point of procedure. See also *Dennis v. Metropolitan Edison Co.*, Docket F-2022-3034485 (Opinion and Order entered June 28, 2023)(noting on remand that energy suppliers should have been joined as indispensable parties by the administrative law judge).

4. That Duquesne Light Company shall serve a copy of its pleadings filed to date upon Reliant Energy Northeast LLC d/b/a NRG Retail Solutions with a certificate of service.

5. That Reliant Energy Northeast LLC d/b/a NRG Retail Solutions shall have twenty days (20) from the date of service of the complaint to file an answer.

6. That the preliminary objection filed by Duquesne Light on November 14, 2024, is dismissed as moot.

7. That the complaint filed by Patricia Brennon at Docket No. C-2024-3051798, be referred to the Commission's Mediation Unit for mediation review.

Date: 1/8/2025

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/s/  
Mary D. Long  
Administrative Law Judge

**C-2024-3051798 - PATRICIA BRENNON v. DUQUESNE LIGHT COMPANY**

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