

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Laura Goodz	:	
	:	
v.	:	C-2025-3054426
	:	
PPL Electric Utilities Corporation	:	
Polaris Power Services LLC	:	

ORDER
JOINING POLARIS POWER SERVICES LLC AS A NECESSARY PARTY AND
DISMISSING PRELIMINARY OBJECTIONS

On April 3, 2025, Laura Goodz (Ms. Goodz or Complainant) filed a Formal Complaint against PPL Electric Utilities Corporation (PPL). The Formal Complaint was served on PPL on April 4, 2025. In her Complaint, Ms. Goodz states that she signed up with an electric generation supplier (EGS), Polaris Power Services LLC (Polaris), on February 18, 2025, but then called Polaris on February 19, 2025 to rescind her EGS contract. Ms. Goodz complains of her experience in contacting PPL regarding her change in electric generation suppliers. Ms. Goodz also asserts she does not want to pay Polaris charges because she did not have a valid contract and she does not want to pay PPL charges because Complainant alleges PPL had no one to service her account when she spoke with PPL’s customer service. As relief, Ms. Goodz requests that \$2.79 in Polaris charges and \$45.45 in PPL charges be removed from her bill.

On April 24, 2025, PPL filed an answer and new matter to the Formal Complaint. PPL’s new matter included a notice to plead. PPL admits that it does not have an active customer service e-mail address and that Ms. Goodz spent a total of 106 minutes on hold over the course of two calls on February 19, 2025. However, PPL states that PPL did not receive enrollment data from Polaris until February 20, 2025, and did not receive an enrollment notification from Polaris until February 21, 2025. PPL states that it advised Complainant to contact her EGS as PPL had not received an enrollment and is not privy to the contracts between

customers and EGSs. In its New Matter, PPL avers that, from December 17, 2024 to February 25, 2024, and from March 7, 2025 to the date of its answer and new matter, Complainant's EGS was All American Power and Gas PA, LLC d/b/a/ AAP&G (American). PPL states that, on February 20, 2025, PPL received an enrollment notice from Polaris, which required PPL to switch the Complainant from American to Polaris on February 25, 2025, the date provided by Polaris. On February 21, 2025, PPL mailed the Complainant a confirmation letter verifying the selection of Polaris. From February 25, 2025, to February 26, 2025, the Complainant was a shopping customer that received electric generation supply service from Polaris. On February 21, 2025, PPL received a notification from Polaris advising PPL that the Complainant canceled her EGS agreement with Polaris as of February 26, 2025 and PPL removed Polaris from the Complainant's account. On February 22, 2025, PPL sent the Complainant a letter informing her that it removed Polaris as her EGS and that she would begin receiving default service from PPL. From February 26, 2025, to March 7, 2025, the Complainant was a default service customer of PPL.

No response to PPL's new matter has been filed.

Also on April 24, 2025, PPL filed preliminary objections to the Formal Complaint. The preliminary objections included a notice to plead. PPL's preliminary objections assert that most issues raised in the Complaint pertain to a claim that the Complainant did not agree to transfer electric generation supply service to an EGS. Specifically, PPL asserts that most issues relate to Complainant's claim that she did not consent to switch her EGS from American to Polaris. PPL requests that the Complaint be dismissed pursuant to 52 Pa. Code § 5.101(a)(5) due to nonjoinder of a necessary party, i.e., the EGS at issue, Polaris.

On May 12, 2025, Ms. Goodz filed a response to PPL's preliminary objections. Ms. Goodz states that on February 19, 2025, she received an e-mail from Polaris confirming that they received her request to rescind her service and transmitted that information to PPL. Ms. Goodz states that her complaint is with PPL and that her short interactions with Polaris Power were all handled in a timely manner by phone and e-mail.

On May 14, 2025, a motion judge assignment notice was issued, assigning me as the presiding officer.

PPL's preliminary objections are ready for disposition.

Section 5.101 of the Commission's Rules of Administrative Practice and Procedure provides for the filing of preliminary objections. 52 Pa. Code § 5.101. Commission preliminary objection practice is comparable to Pennsylvania civil practice respecting the filing of preliminary objections. *Equitable Small Transp. Intervenor v. Equitable Gas Co.*, 1994 Pa. PUC LEXIS 69 (Pa. P.U.C. 1994) (*Equitable*). Section 5.101(a) provides:

(a) *Grounds*. Preliminary objections are available to parties and may be filed in response to a pleading except motions and prior preliminary objections. Preliminary objections must be accompanied by a notice to plead, must state specifically 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.
- (7) Standing of a party to participate in a proceeding.

52 Pa.Code § 5.101(a)(1)-(7).

For purposes of disposing of preliminary objections, the Commission must accept as true all well pleaded, material facts of the nonmoving party, as well as every reasonable inference from those facts. *Cnty. of Allegheny v. Commonwealth of Pa.*, 490 A.2d 402 (Pa. 1985); *Commonwealth of Pa. v. Bell Tel. Co. of Pa.*, 551 A.2d 602 (Pa. Cmwlth. 1988). The Commission must view the complaint in this case in the light most favorable to Complainant and should dismiss the complaint only if it appears that Complainant would not be entitled to relief under any circumstances as a matter of law. *Equitable, supra*; see also, *Interstate Traveler Services, Inc. v. Commonwealth, Dep't of Env'tl. Res.*, 406 A.2d 1020 (Pa. 1979).

Under the standards of disposing of preliminary objections and viewing the Complaint in a light most favorable to Complainant, I agree with PPL that Polaris is a necessary party to this proceeding. Under Pennsylvania law, “a necessary party is one whose presence, while not indispensable, is essential if the court is to resolve completely a controversy and to render complete relief.” *Pa. Human Relations Comm'n v. Phila. Sch. Dist.*, 651 A.2d 177 (Pa. Cmwlth. 1993). Polaris, as an EGS, as well as PPL, as an EDC, have certain responsibilities under Commission regulations when they are contacted by a customer to switch an EGS. See 52 Pa. Code §§ 57.171-57.180. Therefore, based on my review of the pleadings, I find that Polaris is a necessary party to this proceeding to determine which party, if any, may be implicated by Ms. Goodz’s Formal Complaint. Without Polaris’s participation in this proceeding as a necessary party, it may not be possible to completely resolve Ms. Goodz’s Formal Complaint and render complete relief.

However, I disagree that the appropriate relief would be to dismiss the Complaint. Instead, I will *sua sponte* join Polaris as a necessary party to the Formal Complaint and shall direct that the Secretary’s Bureau serve the Formal Complaint on Polaris. Polaris shall be given twenty days from the date of service of the Formal Complaint to file an answer. Additionally, PPL will be directed to serve Polaris the pleadings it has filed to date in this proceeding, and Polaris will be provided twenty days from the date of service of such pleadings to file an answer to PPL’s new matter. Since I am directing the joinder of Polaris as a party to this Formal Complaint, PPL’s preliminary objections are now moot.

In the interim, the parties are reminded that Commission policy promotes settlements. 52 Pa.Code §5.231(a). The parties are encouraged to commence settlement discussions amongst themselves for this proceeding as early as possible. Even if the parties are unable to settle this case, they may still resolve some of the questions or issues during their discussions. If the parties reach an agreement on all issues, a formal hearing will not be necessary. The parties are also reminded that the presiding officer may participate in settlement discussions upon agreement of all parties. 52 Pa.Code § 5.223(c); *see also*, 52 Pa.Code § 5.231(c).

ORDER

THEREFORE,

IT IS ORDERED:

1. That Polaris Power Services LLC is joined to C-2025-3054426 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 Polaris Power Services LLC with all future filings in this matter;
3. That the Secretary's Bureau is directed to serve a copy of the Formal Complaint upon Polaris Power Services LLC;
4. That Polaris Power Services LLC shall have twenty days from the date of service of the Formal Complaint of Laura Goodz within which time to answer the Formal Complaint;

5. That PPL Electric Utilities Corporation shall serve a copy of its pleadings filed to date upon Polaris Power Services LLC with a certificate of service;

6. That Polaris Power Services LLC shall have twenty days from the date of service of the New Matter of PPL Electric Utilities Corporation within which time to answer the New Matter; and

7. That PPL Electric Utilities Corporation's Preliminary Objections are dismissed as moot.

Date: June 11, 2025

/s/
John M. Coogan
Administrative Law Judge

C-2025-3054426 - LAURA GOODZ v. PPL ELECTRIC UTILITIES CORPORATION

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