

January 5, 2026

Bryce R. Beard  
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**Via Electronic Filing**

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

RE: Silvia Gracia v. Clearview Electric, Inc.  
Docket No. F-2025-3059238

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Dear Secretary Homsher,

Enclosed for electronic filing please find the Motion to Join PPL Electric Utilities and Power Target LLC as Indispensable Parties of Clearview Electric, Inc. with regard to the above-referenced matter. Copies to be served in accordance with the attached Certificate of Service.

Sincerely,

*/s/ Bryce R. Beard*

Bryce R. Beard

BRB/red  
Enclosure

cc: Certificate of Service (with Enclosures)

**CERTIFICATE OF SERVICE**

I hereby certify that this day I served a copy of the foregoing **Motion to Join PPL Electric Utilities and Power Target LLC as Indispensable Parties** upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

**Via Email**

Silvia Gracia  
20 Benedict Rd.  
Lancaster, PA 17603  
[Sweetlady1972@aol.com](mailto:Sweetlady1972@aol.com)

Date: January 5, 2026

*/s/ Bryce R. Beard*

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Bryce R. Beard, Esquire  
Counsel for Clearview Electric, Inc.

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Silvia Gracia,	:		
	Complainant	:	
	:		
v.	:	Docket No. F-2025-3059238	
	:		
Clearview Electric, Inc.,	:		
	Respondent	:	

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**NOTICE TO PLEAD**

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**To:** Silvia Gracia  
20 Benedict Rd.  
Lancaster, PA 17603  
[Sweetlady1972@aol.com](mailto:Sweetlady1972@aol.com)

You are hereby notified that a response to Clearview Electric, Inc.’s (“Clearview”) **Motion to Join PPL Electric Utilities and Power Target LLC as Indispensable Parties** must be filed within 20 days of the date of service unless otherwise fixed by the Commission or the presiding officer.

Any response must be filed with the Secretary of the Pennsylvania Public Utility Commission with a copy served to counsel for the Clearview 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:

Deanne O’Dell, Esquire (I.D. No. 81064)  
Bryce R. Beard, Esquire (I.D. No. 325837)  
Eckert Seamans Cherin & Mellott, LLC  
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*/s/ Bryce R. Beard*

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Bryce R. Beard, Esquire

Counsel for Clearview Electric, Inc.

Date: January 5, 2025

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Silvia Gracia,	:		
	Complainant	:	
		:	
v.		:	Docket No. F-2025-3059238
		:	
Clearview Electric, Inc.,		:	
	Respondent	:	

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**MOTION TO JOIN PPL ELECTRIC UTILITIES AND  
POWER TARGET LLC AS INDISPENSABLE PARTIES**

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Pursuant to 52 Pa. Code § 5.103, Clearview Electric, Inc. (“Clearview”) submits the following Motion to Join PPL Electric Utilities (“PPL”) and Power Target LLC (“Power Target”) as Indispensable Parties (“Motion”) to the Formal Complaint of Silvia Gracia (“Ms. Gracia” or “Complainant”).

In support of this Motion, Clearview avers as follows:

1. This case is an appeal of an informal complaint filed before the Commission’s Bureau of Consumer Services (“BCS”) at Case No. 4101930.
2. On or about November 28, 2025, Complainant filed a Formal Complaint with the Pennsylvania Public Utility Commission (“Commission”) appealing the BCS decision. The Complaint identified Clearview as a “Respondent” in paragraph 2.
3. The Secretary’s Bureau served a copy of the Complaint on Clearview on December 12, 2025.
4. Upon information and belief, PPL was not served a copy of the Complaint by the Secretary’s Bureau on December 12, 2025.
5. Further, as discussed in Clearview’s New Matter filed simultaneously with this Motion, significant portions of the Complaint, specifically Complainant’s budget billing provided

by PPL, are in dispute. Clearview's actual supply charges for the two billing periods in question are only fractions of the total budget billing set by PPL as discussed in Clearview's New Matter filed simultaneously with this Motion.

6. Additionally, based on the allegations of the Complaint – taken at face value – PPL's customer service failed to explain Complainant's budget billing to her which lead to bills that were higher than actual charges for the two bills Complainant challenges due to Complainant's budget billing.

7. As a result, PPL must be joined to this matter as an Indispensable Party to allow PPL to address the allegations regarding PPL's services and budget billings at issue in in the Formal Complaint.

8. Additionally, as discussed in New Matter filed simultaneously with this Motion, Clearview received Complainant's enrollment from a 3<sup>rd</sup> party Broker / Marketer, Power Target on December 22, 2022.<sup>1</sup>

9. Clearview has no control over Power Target's enrollment procedures and verifications which are independently subject to the Commission's rules and regulations.

10. Indeed, it has been recognized that 52 Pa. Code § 54.43(f) does not allow one licensed supplier to be held accountable for a separately regulated licensed supplier's conduct.<sup>2</sup>

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<sup>1</sup> Upon information and belief, PowerTarget.com is the website for the Commission licensed broker/marketer Power Target LLC licensed at Docket No. A-2012-2317908, Utility Code 1115038. Clearview is unrelated to Power Target and has no control over services provided to Ms. Gracia by Power Target.

<sup>2</sup> See *Hickory Hollow Farms c/o Lamar Harnish v. Liberty Power Holdings LLC and Unified Energy Alliance LLC*, Docket No. C-2016-2559494, Order sustaining Preliminary Objections at 20 (Order entered May 8, 2017) ("...the Commission regulation at 52 Pa.Code § 54.43(f) makes an EGS responsible only for the acts of an agent not a subagent. This reading is consistent with the wording in the regulation that makes an EGS responsible for the acts of an employee, not the employee of an agent. This interpretation makes an EGS responsible only for individuals it directly hires or contracts with, not for individuals hired or retained by the EGS's agent.").

11. As a result, Power Target must be joined to this matter as an Indispensable Party to allow Power Target to address the allegations regarding whether or not the enrollment of Ms. Gracia with Clearview was authorized and whether all verifications were completed by Power Target for the enrollment.

12. 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." *Columbia Gas Transmission Corp. v. Diamond Fuel Co.*, 464 Pa. 377, 379 (Pa. 1975); *City of Philadelphia, et al v. Commonwealth of Pennsylvania, et al*, 575 Pa. 542 (Pa. 2003); *Barren v. Dubas*, 295 Pa. Super. 443, 445 (Pa. Super Ct. 1982). Failure to join an indispensable party goes absolutely to the court's jurisdiction and, if not raised by the parties, should be raised *sua sponte*. *Posel v. Redevelopment Authority of Philadelphia*, 72 Pa. Commw. 115, 121 (Pa. Commw. Ct. 1983).

13. 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." *Cry, Inc. v. Mill Service, Inc.*, 536 Pa. 462, 486-69 (Pa. 1994). Adopting the criteria articulated in *Mechanicsburg Area School District v. Kline*, 494 Pa. 476, 481 (Pa. 1981) the court's test for determining indispensability involved "at least" the following considerations:

1. Do absent parties have a right or interest related to the claim?
2. If so, what is the nature of that right or interest?
3. Is that right or interest essential to the merits of the issue?
4. Can justice be afforded without violating the due process rights of absent parties?

14. In regard to the first factor, PPL and Power Target have a right or interest to the claim. The allegations raised in the Formal Complaint fall squarely on PPL and Power Target's rights and interests to present a defense to the allegations raised by Ms. Gracia.

15. With respect to the second consideration, PPL and Power Target each have a stake in the outcome because of the potential for violations to be found regarding PPL's and Power Target's services. In particular, the Formal Complaint addresses allegations involving Complainant's budget billing amounts from PPL and other service PPL provides. Also, Complainant's allegations may implicate Power Target with violations of the Commission's rules and regulations that could subject Power Target to additional enforcement actions if it does not defend itself, or at least avail itself of the opportunity to prepare a suitable defense in this matter.

16. In regard to the third factor, there are specific allegations as to PPL and Power Target at issue in this Complaint. Therefore, PPL's and Power Target's interest is essential to the merits of the case.

17. With respect to the fourth and final factor, not joining PPL and Power Target, when their services are the subject of specific allegations in the Formal Complaint would violate Complainant's, Clearview's, PPL's, and Power Target's due process rights.

**WHEREFORE**, Clearview Electric Inc., respectfully requests that the Commission (a) serve a copy of the Formal Complaint on PPL Electric Utilities and Power Target LLC, (b) join PPL Electric Utilities and Power Target LLC as additional respondents as they are each an Indispensable Party in this proceeding, and (c) grant any other relief deemed appropriate.

Respectfully submitted,

*Bryce R. Beard*

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Deanne O'Dell, Esq. (PA ID #81064)  
Bryce R. Beard Esq. (PA ID #325837)  
Eckert Seamans Cherin & Mellott, LLC  
213 Market Street, 8<sup>th</sup> Floor  
Harrisburg, PA 17101  
Email: dodell@eckertseamans.com  
bbeard@eckertseamans.com

Date: January 5, 2026

*Counsel for Clearview Electric Inc.*

Verification

I, Nicole Steele, Chief Administrative Officer of Clearview Electric, Inc., hereby state that the facts set forth in the **Motion to Join Indispensable Parties**, are true and correct to the best of my knowledge, information and belief and that I expect to be able to prove same at any hearing held in this matter. I understand that statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Dated: January 5, 2026

          /s/ Nicole Steele            
Nicole Steele  
Chief Administrative Officer  
Clearview Electric, Inc.