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File #: 218494

March 19, 2026

VIA ELECTRONIC FILING

Matthew L. Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
Harrisburg, PA 17105-3265

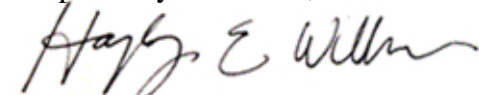
**Re: Silvia Gracia v. PPL Electric Utilities Corporation, et al.
Docket No. F-2025-3059238**

Dear Secretary Homsher:

Attached for filing is the Answer of PPL Electric Utilities Corporation in Opposition to Clearview Electric, Inc.'s Motion to Join PPL Electric Utilities and Power Target LLC as Indispensable Parties *Nunc Pro Tunc* in the above-referenced proceeding.

Copies will be served as indicated on the Certificate of Service.

Respectfully submitted,



Hayley E. Wilburn

HEW
Attachment

cc: Certificate of Service

CERTIFICATE OF SERVICE

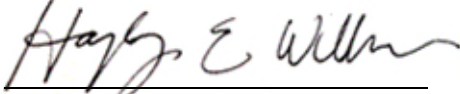
I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

VIA EMAIL AND FIRST-CLASS MAIL

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Dated: March 19, 2026



Hayley E. Wilburn

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Silvia Gracia,	:	
	:	
Complainant,	:	
	:	
v.	:	Docket No. F-2025-3059238
	:	
PPL Electric Utilities Corporation, et al.,	:	
	:	
Respondent.	:	

**ANSWER OF PPL ELECTRIC UTILITIES CORPORATION IN OPPOSITION TO
CLEARVIEW ELECTRIC, INC.’S MOTION TO JOIN PPL ELECTRIC UTILITIES
AND POWER TARGET LLC AS INDISPENSIBLE PARTIES NUNC PRO TUNC**

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

AND NOW, comes PPL Electric Utilities Corporation (“PPL Electric” or the “Company”) and hereby submits this Answer in Opposition pursuant to the regulations of the Pennsylvania Public Utility Commission (“Commission”) at 52 Pa. Code §§ 5.61 and 5.65(a), and respectfully requests that Clearview Electric, Inc.’s (“Clearview”) Motion to Join PPL Electric Utilities and Power Target LLC as Indispensable Parties (“Clearview’s Motion”) be denied to the extent that Clearview seeks to join PPL Electric as an indispensable party.

In support thereof, PPL Electric states as follows:

I. BACKGROUND

1. PPL Electric is a “public utility” and an “electric distribution company” as those terms are defined under the Public Utility Code, 66 Pa. C.S. §§ 102 and 2803, subject to the regulatory jurisdiction of the Commission.

2. PPL Electric furnishes electric distribution, transmission, and provider of last resort electric supply services to approximately 1.5 million customers throughout its certificated service territory, which includes all or portions of twenty-nine counties and encompasses approximately 10,000 square miles in eastern and central Pennsylvania.

3. Upon information and belief, on or about December 12, 2025, Clearview Electric, Inc., an Electric Generation Supplier (“EGS”) was served with the above-captioned Formal Complaint of Silvia Gracia (“Complainant”).

4. The Complainant is a residential customer of PPL Electric.

5. PPL Electric was not initially named as a respondent to the Complaint, nor was PPL Electric served with the Complaint on December 12, 2025. (Complaint ¶ 2.)

6. In the Complaint, the Complainant avers that she was enrolled with an Electric Generation Supplier (“EGS”) without her knowledge or permission. (Complaint ¶ 9.)

7. On January 5, 2026, Clearview filed a Motion to Join PPL Electric Utilities and Power Target LLC as Indispensable Parties in the above-referenced matter, on the grounds that portions of the Complaint regarding the Complainant’s budget billing are in dispute, and based on Clearview’s averment that the Company’s customer service failed to explain the Complainant’s budget billing to her. (Clearview’s Motion ¶¶ 5-6.)

8. Specifically, Clearview argues that its “actual supply charges for the two billing periods in question are only fractions of the total budget billing set by PPL,” and that based on the information provided in the Complaint, PPL Electric’s customer service representative “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.” (Clearview’s Motion ¶¶ 5-6.)

9. Clearview further averred that the Company should have been joined to the above-referenced matter in order to allow it to “address the allegations regarding PPL’s services and budget billings at issue in the Formal Complaint.” (Clearview’s Motion ¶ 7.)

II. LEGAL STANDARDS

10. The Commission has stated that a party is indispensable where “his or her rights are so connected with the claims of the litigants that no decree can be made without impairing those rights.” *J3 Energy Group, Inc. v. West Penn Power Company and UGI Development Company, Indispensable Party*, 2013 Pa. PUC LEXIS 872, *14 (Oct. 31, 2013) (citing *Vernon Township Water Auth. v. Vernon Township*, 734 A.2d 935, 938 n. 6 (Pa. Cmwlth. 1999)).

III. CLEARVIEW’S MOTION SHOULD BE DENIED TO THE EXTENT THAT CLEARVIEW SEEKS TO JOIN PPL ELECTRIC AS AN INDISPENSABLE PARTY

11. PPL Electric incorporates by reference Paragraphs 1 through 10 as if fully set forth herein.

12. Clearview’s Motion should be denied to the extent that it seeks to join PPL Electric as an indispensable party, because PPL Electric is not an indispensable party to this proceeding.

13. Clearview averred in Clearview’s Motion that supply charges for the billing periods in question in the Complaint, and that because a Company Customer Service Representative “failed” to explain this to the Complainant, the Company should be joined as an indispensable party. (Clearview’s Motion ¶¶ 5-6.)

14. However, nothing in the Complaint indicates a failure on behalf of the Company to explain the Complainant’s budget billing process to her. Further, nothing in the Complaint indicates that the Complainant does not have an understanding of her budget billing. The

Complainant merely notes the amounts of her bills in October and November 2025. (Complaint ¶ 9.)

15. Further, while the \$750.00 amount in November 2025 was a budget bill, the \$669.38 amount charged to the Complainant in October 2025 consisted of a budget bill amount of \$422.00 plus a balance forward of \$247.38; the entire amount did not consist of a single budget bill.

16. Additionally, the crux of the Complaint is unrelated as to whether the Complainant was or was not on budget billing. The primary issue in the Complaint concerns whether the Complainant was or was not enrolled with Clearview as her EGS without her knowledge and permission. (Complaint ¶¶ 4-5, 7.)

17. Clearview further argues that the Company should have been joined to the Complaint in order to allow it to address averments regarding the Company's services and budget billings "at issue in the Formal Complaint." (Clearview's Motion ¶ 7.)

18. The Company fervently disagrees. The Complainant makes no material allegations against the Company for which she seeks relief in her Complaint. The material allegations in the Complaint, as stated above, concern whether the Complainant was enrolled with Clearview as her EGS without her knowledge or permission. (Complaint ¶¶ 4-5, 7.)

19. The Company's rights are not so connected with the claims here, related to enrollment with an EGS, such that no decree or decision can be reached without the involvement of the Company in this proceeding.

20. As relief here, the Complainant has requested that she be refunded the amount of bills she paid over what she would have paid had PPL Electric been her supplier. (Complaint ¶ 5.)

This directly relates to the Complainant's alleged unknowing enrollment with Clearview, and to Clearview's supply charges, not to the Company's budget billing process.

21. While the Complainant noted the amounts of her October and November 2025 bills in the Complaint, and while those bills happened to consist entirely or partially of budget billing amounts, the resolution of the Complaint does not turn on whether the Company failed to provide adequate customer service, what the amount of the Complainant's budget bill was, or whether the Complainant fully understands her budget billing, because she did not make averments as to these matters in her Complaint. (Complaint ¶¶ 4-5, 7.)

22. As stated above, the crux of the issue in the instant Complaint is whether the Complainant was enrolled without her knowledge or permission with EGS as her supplier. Further, the Company is not a party to the alleged third-party contacts between the Complainant and Clearview or between the Complainant and Power Target LLC.

23. Therefore, PPL Electric is not an indispensable party to this proceeding, as a decree can be made in this proceeding without impairing the Company's rights.

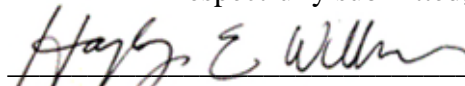
24. PPL Electric has full confidence that a decision in this proceeding as to whether the Complainant was or was not properly and knowingly enrolled with Clearview as her EGS can be reached without its involvement, and without impairing its rights.

25. Thus, Clearview's Motion should be denied to the extent that it seeks to join PPL Electric as an indispensable party to the instant proceeding.

IV. CONCLUSION

WHEREFORE, PPL Electric Utilities Corporation respectfully requests that the Pennsylvania Public Utility Commission deny the Motion to Join PPL Electric Utilities and Power Target LLC as Indispensable Parties of Clearview Electric, Inc. be denied to the extent that Clearview seeks to join PPL Electric as an indispensable party.

Respectfully submitted,



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Dated: March 19, 2026

Counsel for PPL Electric Utilities Corporation