

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

ALAN HAULMAN C/O AJH PIZZA	:	
INC., Complainant	:	
	:	
vs.	:	NO. C-2014-2415273
	:	
PPL ELECTRIC UTILITIES CORP.,	:	
Respondent	:	

REPLY TO MOTION OF BLUE PILOT ENERGY, LLC FOR SUMMARY JUDGMENT

AND NOW COMES the Complainant, Alan Haulman C/O AJH Pizza, Inc., through his attorneys, Dethlefs-Pykosh Law Group, LLC, and respectfully replies to the Motion of Blue Pilot Energy, LLC for Summary Judgment, as follows:

1. Admitted.
2. Admitted.
3. Admitted in part and denied in part. Admitted that BPE filed an Answer to the Formal Complaint, but denied that its affirmative defenses have any merit.
4. Admitted.
5. Admitted.
6. Admitted.
7. Admitted.

8. Denied. Complainant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraph 8, and therefore denies the averments as stated. By way of further answer, 52 Pa. Code § 5.102(a) states that a party may move for summary judgment after the pleadings are closed, but within a time so that the hearing is not delayed. The hearing is scheduled for November 4, 2014, but Complainant has until November 2, 2014 to respond to the Motion. Because the Motion of Blue Pilot Energy, LLC for Summary Judgment was not filed within a time so that the hearing is not delayed, the Motion should be denied.

9. Denied. The averments contained in paragraph 9 state conclusions of law to which no responsive pleading is required. By way of further answer, Ashley N. Killinger, who enrolled with Blue Pilot Energy, LLC, for electric generation service on or about February 4, 2013, was not an employee of AJH Pizza, Inc., at any time relevant to these proceedings. *See Affidavit of Ashley N. Killinger in Opposition to Blue Pilot Energy, LLC's Motion for Summary Judgment.* Ms. Killinger purchased business equipment from AJH Pizza, Inc., pursuant to an Asset Purchase Agreement and Security Agreement dated November 2012, and operated the business under the name J & A Pizza, LLC. *Id, See also Complainant's Exhibit D.* Alan J. Haulman is the only person authorized to make business decisions on behalf of AJH Pizza, Inc., including decisions regarding electric generation service. *See Affidavit of Alan J. Haulman in Opposition to Blue Pilot Energy, LLC's Motion for Summary Judgment.* Ms. Killinger was not an employee of AJH Pizza, Inc., from November 2012 through November 2013, during which time the enrollment with Blue Pilot Energy, LLC, took place. *Id.* No employee, agent, officer, or director of AJH Pizza, Inc. enrolled AJH Pizza, Inc. with Blue Pilot Energy, LLC. *Id, See also Complainant's Exhibits B and C.* On October 26, 2013, Brett Haulman, acting on Alan J.

Haulman's authority, called PPL Electric to reactivate electrical service for the property in question. *See Affidavit of Alan J. Haulman in Opposition to Blue Pilot Energy, LLC's Motion for Summary Judgment, See also Complainant's Exhibit G.* He was informed that the service was already active in the name of AJH Pizza, Inc., and had been so since September 6, 2012. *Id.*

10. Denied. The averments contained in paragraph 10 state conclusions of law to which no responsive pleading is required.

11. Denied. The averments contained in paragraph 11 state conclusions of law to which no responsive pleading is required.

12. Denied. The averments contained in paragraph 12 state conclusions of law to which no responsive pleading is required.

13. Denied. The averments contained in paragraph 13 state conclusions of law to which no responsive pleading is required.

14. Denied. The averments contained in paragraph 14 state conclusions of law to which no responsive pleading is required.

15. Denied. The averments contained in paragraph 15 state conclusions of law to which no responsive pleading is required.

16. Denied. The averments contained in paragraph 16 state conclusions of law to which no responsive pleading is required. By way of further answer, Ashley N. Killinger, who enrolled with Blue Pilot Energy, LLC, for electric generation service on or about February 4, 2013, was not an employee of AJH Pizza, Inc., at any time relevant to these proceedings. *See Affidavit of Ashley N. Killinger in Opposition to Blue Pilot Energy, LLC's Motion for Summary Judgment.* Ms. Killinger purchased business equipment from AJH Pizza, Inc., pursuant to an Asset Purchase Agreement and Security Agreement dated November 2012, and operated the

business under the name J & A Pizza, LLC. *Id.* See also *Complainant's Exhibit D.* Alan J. Haulman is the only person authorized to make business decisions on behalf of AJH Pizza, Inc., including decisions regarding electric generation service. See *Affidavit of Alan J. Haulman in Opposition to Blue Pilot Energy, LLC's Motion for Summary Judgment.* Ms. Killinger was not an employee of AJH Pizza, Inc., from November 2012 through November 2013, during which time the enrollment with Blue Pilot Energy, LLC, took place. *Id.* No employee, agent, officer, or director of AJH Pizza, Inc. enrolled AJH Pizza, Inc. with Blue Pilot Energy, LLC. *Id.* See also *Complainant's Exhibits B and C.* On October 26, 2013, Brett Haulman, acting on Alan J. Haulman's authority, called PPL Electric to reactivate electrical service for the property in question. See *Affidavit of Alan J. Haulman in Opposition to Blue Pilot Energy, LLC's Motion for Summary Judgment, See also Complainant's Exhibit G.* He was informed that the service was already active in the name of AJH Pizza, Inc., and had been so since September 6, 2012. *Id.* AJH Pizza, Inc., did not notice a change of the electric generation service until February 2014 because the rate was largely similar until that point and there was no statement on the bills themselves that Complainant was being charged for electricity at a variable rate. See *Complainant's Exhibit E.* As of February 10, 2014, Blue Pilot Energy increased their charges from \$0.1090 per Kilowatt-hour to \$0.4490 per Kilowatt hour, and AJH Pizza, Inc. saw their electric bill increase from \$2,859.66 to \$12,801.91. *Id.* On March 6, 2014, AJH Pizza, Inc. received additional charges from Blue Pilot Energy in the amount of \$12,057.89. *Id.* It was at this point that Complainant knew of a change of the electric generation service and disputed the switch.

17. Denied. The averments contained in paragraph 17 state conclusions of law to which no responsive pleading is required.

18. Denied. The averments contained in paragraph 18 state conclusions of law to which no responsive pleading is required.

19. Denied. The averments contained in paragraph 19 state conclusions of law to which no responsive pleading is required.

20. Denied. The averments contained in paragraph 20 state conclusions of law to which no responsive pleading is required.

21. Denied. The averments contained in paragraph 21 state conclusions of law to which no responsive pleading is required.

22. Denied. The averments contained in paragraph 22 state conclusions of law to which no responsive pleading is required. By way of further answer, Ashley N. Killinger, who enrolled with Blue Pilot Energy, LLC, for electric generation service on or about February 4, 2013, was not an employee of AJH Pizza, Inc., at any time relevant to these proceedings. *See Affidavit of Ashley N. Killinger in Opposition to Blue Pilot Energy, LLC's Motion for Summary Judgment.* Ms. Killinger purchased business equipment from AJH Pizza, Inc., pursuant to an Asset Purchase Agreement and Security Agreement dated November 2012, and operated the business under the name J & A Pizza, LLC. *Id, See also Complainant's Exhibit D.* Alan J. Haulman is the only person authorized to make business decisions on behalf of AJH Pizza, Inc., including decisions regarding electric generation service. *See Affidavit of Alan J. Haulman in Opposition to Blue Pilot Energy, LLC's Motion for Summary Judgment.* Ms. Killinger was not an employee of AJH Pizza, Inc., from November 2012 through November 2013, during which time the enrollment with Blue Pilot Energy, LLC, took place. *Id.* No employee, agent, officer, or director of AJH Pizza, Inc. enrolled AJH Pizza, Inc. with Blue Pilot Energy, LLC. *Id, See also Complainant's Exhibits B and C.* On October 26, 2013, Brett Haulman, acting on Alan J.

Haulman's authority, called PPL Electric to reactivate electrical service for the property in question. *See Affidavit of Alan J. Haulman in Opposition to Blue Pilot Energy, LLC's Motion for Summary Judgment, See also Complainant's Exhibit G.* He was informed that the service was already active in the name of AJH Pizza, Inc., and had been so since September 6, 2012. *Id.*

23. Denied. The averments contained in paragraph 23 state conclusions of law to which no responsive pleading is required.

24. Denied. The averments contained in paragraph 24 state conclusions of law to which no responsive pleading is required.

25. Denied. The averments contained in paragraph 25 state conclusions of law to which no responsive pleading is required.

26. Denied. The averments contained in paragraph 26 state conclusions of law to which no responsive pleading is required.

27. Denied. The averments contained in paragraph 27 state conclusions of law to which no responsive pleading is required.

28. Denied. The averments contained in paragraph 28 state conclusions of law to which no responsive pleading is required.

29. Denied. The averments contained in paragraph 29 state conclusions of law to which no responsive pleading is required.

30. Denied. The averments contained in paragraph 30 state conclusions of law to which no responsive pleading is required.

31. Denied. The averments contained in paragraph 31 state conclusions of law to which no responsive pleading is required. By way of further answer, Ashley N. Killinger, who enrolled with Blue Pilot Energy, LLC, for electric generation service on or about February 4,

2013, was not an employee of AJH Pizza, Inc., at any time relevant to these proceedings. *See Affidavit of Ashley N. Killinger in Opposition to Blue Pilot Energy, LLC's Motion for Summary Judgment.* Ms. Killinger purchased business equipment from AJH Pizza, Inc., pursuant to an Asset Purchase Agreement and Security Agreement dated November 2012, and operated the business under the name J & A Pizza, LLC. *Id, See also Complainant's Exhibit D.* Alan J. Haulman is the only person authorized to make business decisions on behalf of AJH Pizza, Inc., including decisions regarding electric generation service. *See Affidavit of Alan J. Haulman in Opposition to Blue Pilot Energy, LLC's Motion for Summary Judgment.* Ms. Killinger was not an employee of AJH Pizza, Inc., from November 2012 through November 2013, during which time the enrollment with Blue Pilot Energy, LLC, took place. *Id.* No employee, agent, officer, or director of AJH Pizza, Inc. enrolled AJH Pizza, Inc. with Blue Pilot Energy, LLC. *Id, See also Complainant's Exhibits B and C.* On October 26, 2013, Brett Haulman, acting on Alan J. Haulman's authority, called PPL Electric to reactivate electrical service for the property in question. *See Affidavit of Alan J. Haulman in Opposition to Blue Pilot Energy, LLC's Motion for Summary Judgment, See also Complainant's Exhibit G.* He was informed that the service was already active in the name of AJH Pizza, Inc., and had been so since September 6, 2012. *Id.*

32. Denied. The averments contained in paragraph 32 state conclusions of law to which no responsive pleading is required.

33. Denied. The averments contained in paragraph 33 state conclusions of law to which no responsive pleading is required. AJH Pizza, Inc., did not notice a change of the electric generation service until February 2014 because the rate was largely similar until that point. *See Complainant's Exhibit E.* As of February 10, 2014, Blue Pilot Energy increased their charges from \$0.1090 per Kilowatt-hour to \$0.4490 per Kilowatt hour, and AJH Pizza, Inc. saw

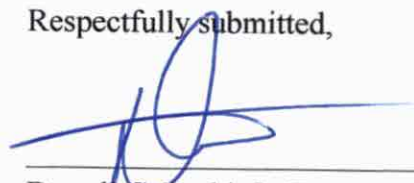
their electric bill increase from \$2,859.66 to \$12,801.91. *Id.* On March 6, 2014, AJH Pizza, Inc. received additional charges from Blue Pilot Energy in the amount of \$12,057.89. *Id.* It was at this point that Complainant knew of a change of the electric generation service and disputed the switch.

34. Denied. The averments contained in paragraph 34 state conclusions of law to which no responsive pleading is required.

WHEREFORE, the Complainant, Alan Haulman C/O AJH Pizza, Inc., respectfully requests that the Honorable Administrative Law Judge Dennis J. Buckley deny the Motion of Blue Pilot Energy, LLC for Summary Judgment.

Date: 10/21/14

Respectfully submitted,



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Certificate of Service

I, Darrell C. Dethlefs, Esq., the undersigned, hereby certify that a true and correct copy of the Reply to Motion of Blue Pilot Energy, LLC for Summary Judgment was served on the following by United States Postal Service First-Class Mail:

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Honorable Dennis J. Buckley
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Date: 10/21/14

BY:



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