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July 13, 2021

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

**RE: 600 Scranton, LLC v. PPL Electric Utilities Corporation**  
**Docket No: C-2019-3014952**

Dear Ms. Chiavetta:

Enclosed for eFiling in the above-captioned matter is the Answer of Respondent, PPL Electric Utilities Corporation, to Complainant's Motion for Continuance.

Please note that this filing was eFiled with the Commission on the date indicated above.

Very truly yours,

KIMBERLY G. KRUPKA

KGK/tb

Enclosure

cc: Administrative Law Judge Dennis J. Buckley (w/enc.) *via email only*  
Thomas J. Jones, Jr., Esquire (w/enc.) *via email and First Class mail*  
Michelle L. Bartolomei (w/enc.) *via email only*  
Shelbie Frederick Bayda (w/enc.) *via email only*

01638766.DOCX

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

600 SCRANTON, LLC,

Complainant,

vs.

PPL ELECTRIC UTILITIES CORPORATION,

Respondent.

COMPLAINT DOCKET

NO. C-2019-3014952

**ANSWER OF RESPONDENT, PPL ELECTRIC UTILITIES CORPORATION, TO  
COMPLAINANT'S MOTION FOR CONTINUANCE**

TO: ROSEMARY CHIAVETTA:

AND NOW COMES the Respondent, PPL Electric Utilities Corporation ("PPL Electric"), by and through its counsel, Gross McGinley, LLP, files the following Answer to Complainant's Motion for Continuance, and in support thereof avers as follows:

1. Admitted. By way of further response, the Complaint is a writing which speaks for itself.
2. Admitted. By way of further response, the Answer is a writing which speaks for itself.
3. Admitted in part, denied in part. Admitted that the Commonwealth imposed a short term stay at home order. Denied that the Courts and the Public Utility Commission were not operational. By way of further response, the Courts, the Public Utility Commission, and Attorneys continued to work and function remotely.
4. Admitted. By way of further response, the First Set of Interrogatories are writings which speak for themselves.

5. Admitted. By way of further response, the Answers and Objections to the First Set of Interrogatories are writings which speak for themselves.

6. Neither admitted nor denied as Counsel for Respondent is unaware of the exact dates of all telephone calls between counsel. Admitted that the parties, through counsel, have discussed discovery issues on multiple occasions, as well as Complainant's requests for continuances.

7. Admitted. By way of further response, the Motion is a writing which speaks for itself.

8. Admitted. By way of further response, the Order is a writing which speaks for itself.

9. Neither admitted nor denied. The allegations of this paragraph do not pertain to Answering Respondent, By way of further response, Answering Respondent would have no personal knowledge of any dispute between Complainant and third party, Pennsylvania American Water Company, which is a completely unaffiliated entity providing a completely independent service.

10. Admitted in part, denied in part. By way of further response, the Second Set of Interrogatories is a writing which speaks for itself. Admitted that Complainant stated notice of an intent to take the deposition at a later date, denied that a proposed date for the deposition was provided.

11. Neither admitted nor denied. The allegations of this paragraph do not pertain to Answering Respondent, By way of further response, Answering Respondent would have no personal knowledge of any dispute between Complainant and third party, Pennsylvania

American Water Company, which is a completely unaffiliated entity providing a completely independent service.

12. Neither admitted nor denied. The allegations of this paragraph do not pertain to Answering Respondent, By way of further response, Answering Respondent would have no personal knowledge of any dispute between Complainant and third party, Pennsylvania American Water Company, which is a completely unaffiliated entity providing a completely independent service.

13. Neither admitted nor denied. The allegations of this paragraph do not pertain to Answering Respondent, By way of further response, Answering Respondent would have no personal knowledge of any dispute between Complainant and third party, Pennsylvania American Water Company, which is a completely unaffiliated entity providing a completely independent service.

14. Denied. In fact, PPL Electric provided responses to the Second Set of Interrogatories and Document Requests on April 2, 2021. A true and correct copy of the Objections and Answers, as well as the service email from Laura Kent to counsel for Complainant is attached hereto as "Exhibit A".

15. Admitted. By way of further response, the Motion is a writing which speaks for itself.

16. Admitted. By way of further response, the Order is a writing which speaks for itself.

17. Admitted.

18. Neither admitted nor denied. The allegations of this paragraph do not pertain to Answering Respondent, By way of further response, Answering Respondent would have no personal knowledge of any dispute between Complainant and third party, Pennsylvania American Water Company, which is a completely unaffiliated entity providing a completely independent service.

19. Neither admitted nor denied. The allegations of this paragraph do not pertain to Answering Respondent, By way of further response, Answering Respondent would have no personal knowledge of any dispute between Complainant and third party, Pennsylvania American Water Company, which is a completely unaffiliated entity providing a completely independent service.

20. Neither admitted nor denied. The allegations of this paragraph do not pertain to Answering Respondent, By way of further response, Answering Respondent would have no personal knowledge of any dispute between Complainant and third party, Pennsylvania American Water Company, which is a completely unaffiliated entity providing a completely independent service.

21. Admitted in part, denied in part. Admitted that the Motion is a writing which speaks for itself. Denied that as of the date of this filing, no response has been filed. Rather, Respondent, PPL Electric, has filed an Answer in Opposition on July 12, 2021, just six days after the Motion was filed.

22. Admitted.

23. Admitted that PPL Electric's intent to oppose the Motion to Consolidate and Motion for Continuance was related by counsel for PPL Electric to counsel for Complainant.

24. Denied. On July 8, 2021 at 1:25 p.m. counsel for Respondent notified counsel for Complainant of a child care issue for the deponent, and inquired if there was a way the deposition could be done via zoom (as are many proceedings since COVID) or rescheduled to the week of July 12, 2021. Just 45 minutes later, at 2:12 p.m., counsel for Respondent notified counsel for Complainant that the conflict was resolved and Respondent was fully prepared to proceed in-person on July 9, 2021 with the deposition. At 4:04 p.m., counsel for Complainant stated the Court Reporter was already cancelled so the deposition would need to be rescheduled. At 4:43 p.m., counsel for Respondent offered to provide a court reporter so that the deposition counsel proceed on July 9, 2021 as planned. The deponent was ready to proceed, as was counsel for Respondent, and Respondent was willing to provide a Court Reporter. There was no need to cancel the deposition, but Complainant rejected this offer. By way of further response, counsel for Respondent has, through multiple e-mails, offered to provide Brian Stafford for deposition on July 12, 13, 14 and 15; all of which offers were rejected by Complainant. (See Exhibit "B", attached hereto).

25. Denied. Complainant's outstanding balance to PPL Electric exceeds \$200,000. All written discovery has been exchanged. While counsel for Respondent notified Complainant of a request for a remote deposition, the deposition was never cancelled by Respondent, and in fact within 45 minutes this conflict was resolved. There was no reason not to proceed with the deposition on July 9 as all counsel had cleared their schedules, the deponent was ready to proceed, and counsel for Respondent was even willing to provide the Court Reporter. Moreover, as there is no basis for the consolidation, such should not preclude the

hearing from occurring as scheduled on July 22, 2021. This case is more than 18 months past the date of filing, and given the exceedingly high balance, a hearing is warranted.

For the forgoing reason, Respondents oppose the Motion for Continaunce.

GROSS MCGINLEY, LLP



BY: \_\_\_\_\_

KIMBERLY G. KRUPKA, ESQUIRE  
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Attorney for Respondent  
PPL Electric Utilities Corporation  
33 S. Seventh Street; P O Box 4060  
Allentown PA 18105-4060  
Ph. (610) 820-5450; Fax (610) 820-6006

Date: July 13, 2021

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

600 SCRANTON, LLC,

Complainant,

vs.

PPL ELECTRIC UTILITIES CORPORATION,

Respondent.

COMPLAINT DOCKET

NO. C-2019-3014952


**CERTIFICATE OF SERVICE**

This is to certify that the Answer of Respondent, PPL Electric Utilities Corporation, to Complainant's Motion for Continuance was mailed to counsel/complainant of record on behalf of Respondent by email and/or first class United States mail, postage on this the 13<sup>th</sup> day of July, 2021.

Administrative Law Judge Dennis J. Buckley  
Commonwealth Of Pennsylvania  
Public Utility Commission  
400 North Street, 2<sup>nd</sup> Floor West  
Harrisburg, PA 17120

600 Scranton LLC  
c/o Thomas J. Jones, Jr., Esquire  
410 Spruce Street, Suite 301  
Scranton, PA 18503

GROSS MCGINLEY, LLP

BY: 

KIMBERLY G. KRUPKA, ESQUIRE

ID No: 83071

Attorney for Respondent

PPL Electric Utilities Corporation  
33 S. Seventh Street; P O Box 4060  
Allentown PA 18105-4060

Ph. (610) 820-5450; Fax (610) 820-6006

**EXHIBIT "A"**

**Kimberly Krupka**

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**From:** Laura Kent  
**Sent:** Friday, April 02, 2021 2:18 PM  
**To:** [tjoneslaw@gmail.com](mailto:tjoneslaw@gmail.com)  
**Cc:** Kimberly Krupka  
**Subject:** 600 Scranton v PPL Electric  
**Attachments:** PPL's Responses to Complainant's Second Set of ROGs and RPDs (600 SCRANTON) (01582337x9F954).PDF

Attorney Jones,

Please see attached objections and answers from PPL Electric. Thanks.



**Laura Kent**  
Legal Administrative Assistant  
**Gross McGinley, LLP**  
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**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

600 SCRANTON, LLC,

No. C-2019-3014952

Complainant,

v.

PPL ELECTRIC UTILITIES CORP.,

Respondent.

**RESPONDENT PPL ELECTRIC UTILITIES CORP.'S OBJECTIONS AND ANSWERS  
TO COMPLAINANT'S SECOND SET OF INTERROGATORIES AND REQUEST  
FOR PRODUCTION OF DOCUMENTS**

Respondent PPL Electric Utilities Corporation ("Respondent"), by and through its counsel, Gross McGinley, LLP, responds to Complainant's Second Set of Interrogatories and Request for Production of Documents as follows:

**GENERAL OBJECTIONS**

1. Respondent objects to each and every Interrogatory and Request to the extent that it calls for information covered by the attorney-client privilege, the work product doctrine, or any other applicable privilege or doctrine, including, without limitation, documents developed for, or in anticipation, of litigation or which constitute the work product of counsel or reflect confidential attorney-client communications, and no such information and documents will be produced. By producing information in response to Complainant's Interrogatories and Requests, Respondent does not waive, intentionally or otherwise, its attorney-client privilege, work product protection or any other privilege protecting its communications, transactions or records from disclosure, and any production

**of documents or information inconsistent with the foregoing is wholly inadvertent and does not constitute a waiver of any such privilege or protection.**

**2. Respondent objects to each and every Interrogatory and Request to the extent that it purports to impose obligations beyond those set forth in the Pennsylvania Rules of Civil Procedure, the Pennsylvania Code, or as provided in any other applicable court rule or order.**

**3. Respondent objects to each and every Interrogatory and Request to the extent that it seeks information concerning times and locations not at issue in this litigation and information well beyond the subject of Complainant's claims.**

**4. Respondent objects to each and every Interrogatory and Request to the extent that Complainant has in its possession, custody and control some of the documents and information that Complainant has requested herein.**

**5. Respondent objects to each and every Interrogatory and Request on the grounds that it has not concluded discovery, investigation or analysis of all the facts of this case and has not completed preparation for hearing. Accordingly, each of the following responses are provided without prejudice to Respondent's right to introduce at hearing any evidence that is subsequently discovered relating to proof of presently known facts and to produce and introduce all evidence whenever discovered related to the proof of subsequently discovered material facts in this action and expressly reserves the right to amend or supplement these responses. Respondent reserves the right to reference, discover or offer into evidence at the time of hearing, any and all facts, documents and things notwithstanding the initial responses and objections interposed herein. Respondent further reserves the right to reference, discover or offer into evidence at the time of hearing, any and all facts,**

documents, and things which are not presently recalled but may be recalled at some time in the future.

6. Respondent objects to each and every Interrogatory and Request to the extent that it seeks information that is not relevant to the subject matter of this case.

7. Respondent objects to each and every Interrogatory and Request to the extent that it is not reasonably calculated to lead to the discovery of admissible evidence.

8. Respondent objects to each and every Interrogatory and Request to the extent that it is overly broad, vague, ambiguous, unduly burdensome and oppressive.

9. Respondent objects to each and every Interrogatory and Request to the extent that it seeks information that is not within its possession, custody or control.

10. Respondent objects to each Interrogatory and Request to the extent that it calls for expert testimony or materials other than as allowed under the Pennsylvania Rules of Civil Procedure and/or the Pennsylvania Code.

11. Respondent objects to each Interrogatory and Request to the extent that it is unreasonably cumulative or duplicative, or is obtainable from another source that is more convenient, less burdensome, or less expensive.

12. Respondent objects to each Interrogatory and Request to the extent that it has previously produced to Complainant the documents requested herein.

13. In responding to each and every Interrogatory and Request, Respondent does not waive, and intends to preserve, and is preserving:

(a) All objections as to competency, relevancy, materiality, privilege, and admissibility;

**(b) All rights to object on any grounds to the use of the responses herein in any subsequent proceeding, including the hearing of this or any other action;**

**(c) All objections as to vagueness and ambiguity; and**

**(d) The right to object on any ground at any time to a demand for further response to this or any other discovery request or other discovery procedure involving or relating to the subject matter of these discovery requests.**

**14. Respondent incorporates by reference each of these General Objections into each of the following Specific Objections and Responses.**

**SPECIFIC OBJECTIONS AND ANSWERS**

1. Question No. 2 of the 1st Set of Interrogatories stated: “Provide the name, date and authority of the person who authorized Claimant’s request for PPL Electrical Service in the summer of 2017”.

The Respondent replied as follows: ANSWER: “On July 14, 2017, Benjamin Lorenzetti, former senior property manager at 600 Scranton LLC called Brian Stafford to confirm that the property was sold to new owners and to establish new electric service accounts.”

Benjamin Lorenzetti was an employee of Sugarman’s Plaza LTD, the bankrupt prior owner of the premises. On July 7, 2017 he was notified he would not be retained in employment by the new owner, 600 Scranton LLC and immediately left the premises. He was never a Senior Property Manager of 600 Scranton LLC, nor ever an employee in any capacity, and never was granted authority to request Utility Service on behalf of 600 Scranton LLC.

Attached hereto is a true and correct copy of PPL Correspondence dated July 11, 2017 (Exhibit A) informing 600 Scranton LLC, Route 6 Scranton Carbondale Highway that 2 Accounts

were opened for Electric Service: 1) Account 98347-48014 requiring a Security Deposit of \$1,801; and 2) Account 86019-31013 requiring a Security Deposit of \$612.

In view of these facts, explain the discrepancy between the above response and the PPL correspondence dated July 11, 2017. Provide true and correct copies of any and all correspondence, notes, records, memos or other written documents related to any phone communications between Mr. Stafford and Mr. Lorenzetti from July 1, 2017 through July 30, 2017.

**ANSWER: On July 11, 2017, Benjamin Lorenzetti contacted PPL Electric and spoke with Customer Service Representative Dana Brunner to request that two accounts, account numbers 98347-48014 and 86019-31013, be transferred into the name of 600 Scranton LLC. On the same date, correspondence, as referenced, was mailed to 600 Scranton LLC. On July 14, 2017, Brian Stafford noted that the July 11, 2017 telephone request was for only two of three accounts and placed a call to Benjamin Lorenzetti to determine whether account number 18291-13047 should likewise be transferred to 600 Scranton LCC. On August 1, 2017, Benjamin Lorenzetti confirmed that Account Number 18291-13047 should be placed in the name of 600 Scranton, LLC. Such request was honored. At all times, the representatives of PPL Electric believed Benjamin Lorenzetti had authority to act on behalf of 600 Scranton, LLC and had no reason to suspect otherwise.**

2. On August 14, 2017, 600 Scranton LLC received from PPL the very first bill for electric service for 600 Scranton LLC for the period July 11, 2017 through August 10, 2017. PPL Billing was for 3 Accounts: 1) 18291-13047 LP4-RTP Service in the amount of \$12,595.65; 2) 98347-48014 in the amount of \$2,974.67 for GS3 Service; and 3) 86019-31013 in the amount of \$926.28 for GS1 Service. But for the GS1 Account Number, the other 2 Account Numbers in the

first bill are not set forth in the July 11, 2017 PPL Notice of Service (Exhibit A). The first PPL Bill for Electric Service was paid on August 29, 2017. (Exhibit B attached hereto).

Explain the difference of account numbers between the Notice of Service dated July 11, 2017 and the First PPL Billing of August 12, 2017. Provide true and correct copies of any and all correspondence, notes, records, memos or other written documents related to any 600 Scranton LLC PPL Accounts from July 8, 2017 through January 31, 2018.

**ANSWER: On July 11, 2017, Benjamin Lorenzetti contacted PPL Electric and spoke with Customer Service Representative Dana Brunner to request that two accounts, account numbers 98347-48014 and 86019-31013, be transferred into the name of 600 Scranton LLC. Accordingly, the July 11, 2017 correspondence references these two accounts, which likewise are included within the August 2017 bills. However, the request for transfer of service for account number 18291-13047 was not confirmed until August 1, 2017 and therefore not included within the July 11, 2017 correspondence but was included within the August 2017 bills. At all times, the representatives of PPL Electric believed Benjamin Lorenzetti had authority to act on behalf of 600 Scranton, LLC and had no reason to suspect otherwise.**

3. 600 Scranton LLC received no PPL bills for Electricity Service (with the exception of 1 GS3 Account 86019-31013 and 2 small GS1 Bill Accounts 57491-12046 and 57491-12048 in November 2017, Exhibit C attached hereto) from August 12, 2017 until December 2017 when 4 successive PPL bills were mailed to 600 Scranton LLC. Explain why PPL did not submit any other billing for electric service to 600 Scranton LLC from August 12, 2017 to November 30, 2017. Provide true and correct copies of any and all correspondence, notes, records, memos or other written documents related to any 600 Scranton LLC PPL accounts from July 8, 2017 through January 31, 2018.

**ANSWER: On August 11, 2017, Benjamin Lorenzetti contacted PPL Electric to request service for Account number 57491-12048 in the name of 600 Scranton LLC. PPL Electric was informed at that time the delay in requesting the transfer of service to 600 Scranton LLC was an oversight and that such electricity serviced traffic lights. A bill for service to this account was issued on September 12, 2017. On or about November 17, 2017, a request for service was made for account number 57891-12040 and PPL Electric was advised it provided electricity to parking lot lights. Bills were issued following the requests for service for each account.**

4. After December 31, 2017, PPL billed 600 Scranton LLC with Summary Account Bills for all Meters on the Premises. Who authorized the change to Summary Account Billing and explain the difference between Summary Account Billing and the separate billing for each individual metered account?

**ANSWER: On or about November 15, 2017 Brian Safford of PPL Electric met with Volvey Polatcheck at the Customer's location. Mr. Polatcheck requested summary billing in order to facility a combined bill. The Summary Bill enables persons/entities with multiple accounts to receive one bill, which includes charges for all accounts, rather than a separately issued bill for each account.**

5. Exhibit D (attached) is the Summary Billing for PPL Electric Service for the period February 8, 2018 to March 12, 2018. Included in the Summary Billing is a Summary Detail Report which shows no Meter Reading for Account 18291-13065 (the LP4 RTP Account) and no Tariff Rate identified. Additionally, in the Summary Report for Sub Account 57491-12048 the identification of the responsible Party is Sugarman's Plaza Ltd. the prior Owner who went bankrupt. Explain.

**ANSWER: With regard to account number 57491-12048, listing of the ratepayer as Sugarman's Plaza Ltd was an internal PPL Electric error as the electricity was being used by 600 Scranton LLC and billed to 600 Scranton LLC. Upon identification of the error, the same was corrected going forward.**

6. Exhibit C (attached) is the Summary Billing for PPL Electric Service for the period May 10, 2018 to June 11, 2018. Summary Detail Report shows Meter Reading for Account 18291-13065 with the identified Tariff Rate "MP1" and not LP4-RTP or LP4.

Additionally, in the Summary Report for Sub Account 57491-12048 the identification of the responsible Party is Sugarman's Plaza Ltd. the prior Owner who went bankrupt. Explain.

**ANSWER: With regard to account number 18291-13065, MP1 is PPL Electric's internal designation for LP4 customers who are not shopping with an electric generation supplier.**

**With regard to account number 57491-12048, listing of the ratepayer as Sugarman's Plaza Ltd was an internal PPL Electric error as the electricity was being used by 600 Scranton LLC and billed to 600 Scranton LLC. Upon identification of the error, the same was corrected going forward.**

7. Explain the difference between LP4 Commercial Service and LP4 RTP Commercial Service. Provide a Comparison Study of Rates between LP4 and LP4 RTP charged for 600 Scranton LLC electric usage for the time period July 12, 2017 until the date 600 Scranton LLC obtained electric service from the open market?

**ANSWER: LP4 is the designation for large generation service customers who elect to shop with an alternative supplier for generation. LP4-RTP is the designation for large generation service customers who elect not to shop with an alternative supplier for**

**generation and receive real time pricing. PPL Electric is unable to provide a comparison of prices between LP4 and LP4-RTP as the price charged for generation and transmission pursuant to LP4 would be the price negotiated between the Customer and the supplier selected by the Customer. It is impossible for PPL Electric to know what price 600 Scranton LLC would have negotiated with an unidentified supplier at any given time.**

8. Rule 5 F(2) of the PPL Rules for Electric Service state, “It is the company’s intent to meter and bill each tenant as an individual customer”. PPL has denied 600 Scranton LLC’s request to have tenant, P&R Discount Foods (by far the largest consumer of electric service) to be separately metered. Explain in detail why.

**ANSWER: It is believed that the building to which the electric service is provided was constructed prior to May 21, 1980. Accordingly, Rule 5F(2) provides: “Where installation of electric service was completed by May 21, 1980, electric energy may be redistributed and submetered to tenants provided service to the premises is to one point of delivery through a single meter under the applicable general rate schedule, and charges for electric service to such tenants do not exceed charges as computed under the Company’s applicable rate schedule for comparable service.”**

**Whereas customer has not completed the necessary re-wiring for the separation of service and has not made a request, the same has not been completed.**

9. PPL has continuously denied the request of 600 Scranton LLC to obtain any electric billing of the Bankrupt prior owner, Sugarman’s Plaza Ltd., even after obtaining and submitting the Release of Chaim Laufer, President, as demanded by PPL. To simplify the request, provide a copy of the last electric bill provided Sugarman’s Plaza Ltd.

**ANSWER:** The prior owner's usage information was previously provided with Respondent's Supplemental Answers to Complainant's Interrogatories and Request for Production of Documents Set (I). By way of further response, attached is a copy of the account activity statements.

10. Rules 2B (1) and (2) of the PPL current Tariff states the Applicant for Non-Residential Electric Service may be required to enter into a contract for service and the contract for service must be confirmed in writing by a duly authorized company representative. Explain why PPL did not comply with Rule 2B (1) and (2).

**ANSWER:** At all relevant times hereto, Respondent complied with the provisions of its Tariff. More specifically, Respondent's Tariff does not require that it enter into written contracts with its non-residential service customers.

11. Rules 1(B)(1)(a)(b) of the PPL current Tariff states if an Applicant for Electric Service does not have an opportunity to purchase electric capacity and energy from an energy generation supplier, the Basic PPL Electric Rate (LP4) should be the Rate charged. Explain why PPL did not comply with Rules 1(B)(1)(a)(b).

**ANSWER:** PPL Electric denies Customer's interpretation of the Tariff. By way of further response, this section of the tariff provides:

- (1) Basic Utility Supply Service** The supply of basic utility supply service referred to in these rules, rate schedules and in contracts with customers means readiness and ability of the Company to provide electric capacity and energy to: (a) customers who do not have the opportunity to purchase electric capacity and energy from their choice of electric generation suppliers; (b) customers who have the opportunity to purchase electric capacity and energy from their choice of electric generation suppliers, but do not choose an electric generation supplier and continue to purchase electric capacity and energy from the Company, operating as the electric distribution company and supplier of last resort as provided in Section 2807 (E) (3) of the Customer Choice Act;

By way of further response, Customer was billed the LP4-Real Time Pricing Rate, which is an LP4 rate. The alternative LP4 rate is the rate negotiated between the Customer and Supplier when the Customer elects to shop for generation, which 600 Scranton LLC elected not to do. Nothing prevented 600 Scranton LLC from shopping but elected not to do so.

12. PPL is required to provide three (3) days personal notice to the customer prior to termination of electric service. Sometime during the evening of December 12, 2019, after business hours, PPL terminated electric service to 600 Scranton LLC and its tenants which was not restored until December 17, 2019. To whom and where did PPL provide personal notice of the termination date?

**ANSWER:** The requested information was previously provided with Respondent's Answers to Complainant's Interrogatories and Request for Production of Documents Set (I). By way of further response, the requirement for three (3) day notice applies to residential accounts.



Dated: April 2, 2021

By: \_\_\_\_\_  
Kimberly G. Krupka (I.D. No. 83071)  
Graig M. Schultz (I.D. No. 207123)  
GROSS MCGINLEY, LLP  
33 S. Seventh Street ▪ P.O. Box 4060  
Allentown, PA 18105-4060  
610.820.5450 ▪ 610.820.6006 (Fax)  
kkrupka@grossmcginley.com  
gschultz@grossmcginley.com

Counsel for Respondent:  
PPL Electric Utilities Corp.

<b>Account Number</b>	<b>Bill Date</b>	<b>Total Electricity Used(kWh)</b>
1829113065	03/19/2019	345600
1829113065	02/13/2019	372000
1829113065	02/11/2019	288000
1829113065	02/05/2019	309600
1829113065	01/16/2019	184800
1829113065	10/11/2018	177600
1829113065	09/12/2018	244800
1829113065	08/10/2018	237600
1829113065	07/12/2018	242400
1829113065	06/11/2018	206400
1829113065	05/11/2018	211200
1829113065	04/12/2018	312000
1829113065	03/20/2018	381600
1829113065	02/08/2018	388800
1829113065	01/18/2018	432000
1829113065	01/08/2018	338400
1829113065	12/21/2017	160800
1829113065	12/15/2017	172800
1829113065	12/11/2017	189600
1829113065	12/08/2017	168000

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**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

600 SCRANTON, LLC,

No. C-2019-3014952

Complainant,

v.

PPL ELECTRIC UTILITIES CORP.,

Respondent.

**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of Respondent PPL Electric Utilities Corp.'s Objections and Answers to Complainant's Second Set of Interrogatories and Request for Production of Documents was served this 2nd day of April, 2021, via electronic mail upon the following:

Thomas J. Jones, Jr., Esquire  
tjjoneslaw@gmail.com  
Law Offices of Thomas J. Jones, Jr., P.C.  
410 Spruce Street, Suite 301  
Scranton, PA 18503  
*Counsel for Complainant:  
600 Scranton LLC*



By: \_\_\_\_\_

Kimberly G. Krupka

## **EXHIBIT “B”**

## Kimberly Krupka

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**From:** Kimberly Krupka  
**Sent:** Friday, July 09, 2021 11:46 AM  
**To:** 'Thomas Jones'  
**Subject:** RE: Notice of Deposition

I wanted to check to see if Wednesday or Thursday works.

**Kimberly G. Krupka**  
*Attorney at Law*  
GROSS MCGINLEY, LLP  
DIRECT (610) 871-1325

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**From:** Thomas Jones <tjjoneslaw@gmail.com>  
**Sent:** Thursday, July 08, 2021 5:42 PM  
**To:** Kimberly Krupka <KKrupka@grossmcginley.com>  
**Subject:** Re: Notice of Deposition

**CAUTION: External Email**

Hi Kimberly - Tom will call you tomorrow regarding the dates.

Thanks

Robert J. Foley, Jr., JD

Legal Assistant

Thomas J. Jones, Jr., Esquire

THOMAS J. JONES, P.C.

A Professional Corporation

Jones Building

410 Spruce Street, Suite 301

Scranton, PA 18503

Ph: (570) 342-9296

Fax: (570) 342-6011

E-Mail: tjjoneslaw@gmail.com

On Thu, Jul 8, 2021 at 4:42 PM Kimberly Krupka <KKrupka@grossmcginley.com> wrote:

Bob –

Brian is on vacation the 16<sup>th</sup> – 21<sup>st</sup>. If you need a court reporter, I can certainly have one appear. We have a great relationship with Veritext. Alternatively, we can do the 14<sup>th</sup> or 15<sup>th</sup>.

**Kimberly G. Krupka**

*Attorney at Law*

GROSS MCGINLEY, LLP

DIRECT (610) 871-1325

**From:** Thomas Jones <[tjjoneslaw@gmail.com](mailto:tjjoneslaw@gmail.com)>  
**Sent:** Thursday, July 08, 2021 4:04 PM  
**To:** Kimberly Krupka <[KKrupka@grossmcginley.com](mailto:KKrupka@grossmcginley.com)>  
**Cc:** David Kurtz <[dlkatsugarmans@gmail.com](mailto:dlkatsugarmans@gmail.com)>  
**Subject:** Re: Notice of Deposition

**CAUTION: External Email**

Kim, I had already cancelled the court reporter upon getting the news this morning. Tom is not available Monday as he is attached to two trials but he will get with you tomorrow as to possible new dates.

Bob Foley

Legal Assistant to Tom Jones

On Thu, Jul 8, 2021 at 2:12 PM Kimberly Krupka <[KKrupka@grossmcginley.com](mailto:KKrupka@grossmcginley.com)> wrote:

Tom,

Brian actually found child care so we can still do tomorrow (or Monday if you prefer for any reason).

**Kimberly G. Krupka**

*Attorney at Law*

GROSS MCGINLEY, LLP

DIRECT (610) 871-1325

**From:** Kimberly Krupka  
**Sent:** Thursday, July 08, 2021 1:25 PM  
**To:** 'Thomas Jones' <[tjoneslaw@gmail.com](mailto:tjoneslaw@gmail.com)>  
**Subject:** RE: Notice of Deposition

Tom,

I just tried calling your office and the gentleman indicated you were out of the office. I spoke with PPL (as indicated below) and wanted to discuss a few items.

- 1) Brian Stafford, as well as most PPL employees, has been working from home due to the pandemic. Tomorrow morning in the office poses a great difficulty for him with child care. He is requesting either we do everything via Zoom and I email all documents to you or that we do in person on Monday, July 12; Wednesday July 14 or afternoon of July 15.
- 2) PPL cannot agree to the consolidation but noticed that your client requested mediation in the Motion. If you client is interested in a payment plan on his bill, kindly let me know and we can certainly discuss the same. I understand bills for March and May were not paid which places the account in jeopardy of termination. We certainly would be willing to work towards a plan that enable repayment over a short period of time.

**Kimberly G. Krupka**

*Attorney at Law*

GROSS MCGINLEY, LLP

DIRECT (610) 871-1325

**From:** Kimberly Krupka  
**Sent:** Thursday, July 08, 2021 7:48 AM  
**To:** 'Thomas Jones' <[tjoneslaw@gmail.com](mailto:tjoneslaw@gmail.com)>  
**Subject:** RE: Notice of Deposition

Good morning Tom,

My apologies for the delay as I was out of the office yesterday afternoon. I am speaking with PPL today at 12:30 but I do not think I can agree to a continuance. I have been advised to oppose the motion to consolidate and believe our response will be filed tomorrow, although not yet due. As for documents, I do not believe many (if any) more will be forthcoming. PPL does not maintain copies of actual bills; they have only account statements which I believe were already produced. I am having Brian retrieve any and all e-mails/notes he may have. However, as for formal correspondence/bills, you have received everything.

**Kimberly G. Krupka**

*Attorney at Law*

GROSS MCGINLEY, LLP

DIRECT (610) 871-1325

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**From:** Thomas Jones <[tjoneslaw@gmail.com](mailto:tjoneslaw@gmail.com)>  
**Sent:** Wednesday, July 07, 2021 11:51 AM  
**To:** Kimberly Krupka <[KKrupka@grossmcginley.com](mailto:KKrupka@grossmcginley.com)>  
**Subject:** Re: Notice of Deposition

**CAUTION: External Email**

Kim,

Everyone in my office (myself and legal assistant) are fully vaccinated and we can keep all participants 6 feet away from the others. In addition, although the governor has lifted facemask restrictions, we can wear facemasks during your entire visit, should you so desire. I prefer to have Mr Stafford appear personally, as opposed to zoom, as I am not equipped to host zoom meetings. Furthermore, the notice of deposition requires him to bring records/documents specifically requested.

In light of the fact that my client has a pending motion to consolidate the PPL and PA American Water cases and Judge Buckley has not ruled upon it, nor for that matter, have opposing counsel filed an answer to the motion, I would agree to postpone the deposition Friday, provided that you would agree to an extension of the upcoming hearing date of July 22nd.

Please advise.

Tom

On Wed, Jul 7, 2021 at 9:24 AM Kimberly Krupka <[KKrupka@grossmcginley.com](mailto:KKrupka@grossmcginley.com)> wrote:

Tom,

This is to confirm the deposition on Friday. Also, my client has inquired whether he can participate via a zoom link? If not, can you provide information as to what precautions are provided for Covid. As I understand, PPL is still following some of the Covid interventions for its employees and I need to share the same with him.

**Kimberly G. Krupka**

*Attorney at Law*

Gross McGinley, LLP

Direct (610) 871-1325

**From:** Thomas Jones <[tjoneslaw@gmail.com](mailto:tjoneslaw@gmail.com)>

**Sent:** Friday, July 02, 2021 12:30 PM

**To:** Kimberly Krupka <[KKrupka@grossmcginley.com](mailto:KKrupka@grossmcginley.com)>

**Cc:** David Kurtz <[dlkatsugarmans@gmail.com](mailto:dlkatsugarmans@gmail.com)>; Thomas Jones <[tjoneslaw@gmail.com](mailto:tjoneslaw@gmail.com)>

**Subject:** Notice of Deposition

**CAUTION: External Email**

Thank you!

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