

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Julian Hormilla,	:	
	:	
Complainant,	:	
	:	
v.	:	Docket No.: F-2024-3046014
	:	
PPL Electric Utilities Corporation,	:	
	:	
Respondent.	:	

**COMPLAINANT’S, JULIAN HORMILLA, EXCEPTIONS TO
INITIAL DECISION, ENTERED DECEMBER 2, 2024**

Complainant’s Brief on Exceptions

Pursuant to the Pennsylvania Public Utility Commission’s (“Commission’s”) rules of practice and procedure, the Complainant, Julian Hormilla (“Complainant”), submits his exceptions to the December 2, 2024 Initial Decision issued by Administrative Law Judge Steven K. Haas in these proceedings. The Initial Decision denies the Formal Complaint filed by Complainant and dismisses the arguments of the Complainant without specific and independent refutation of the evidence he presented, namely, the unambiguous testimony of Complainant that he called PPL Electric Utilities Corporation (“PPL”) in late 2020 and informed PPL that he had sold the subject property in June of 2020 and requested the cancellation of the subject landlord agreement. The Initial Decision merely relies on PPL’s lack of any evidence confirming Complainant’s testimony to support its conclusion that Complainant had not proven, by a preponderance of the evidence, that he did, in fact, cancel the landlord agreement in 2020 and that PPL is mistakenly holding him responsible for payment of charges incurred on the account from December 2022 to August 2023. However, the Initial Decision fails to consider or detail how, if PPL failed to process and

implement Complainant's request to terminate his landlord agreement after he had notified PPL that he had sold the property, as Complainant testified, PPL could have sent a letter confirming the transaction/cancellation of the landlord agreement which it erroneously failed to process in the first place. Additionally, the Initial Decision also relies on the testimony of PPL's sole witness, Ms. Tami Roland ("Ms. Roland"), a Senior Customer Service Representative of PPL, stating that PPL records for the account do not contain any indication that anyone called the company prior to August of 2023 to close the account or cancel the landlord agreement, however, fails to consider or detail any of the testimony elicited from Ms. Roland regarding the possibility of PPL's records being inaccurate and other instances of PPL's customers having claimed that PPL failed to process cancellation requests which would support the crux of Complainant's argument that PPL had, due to an error on its part, failed to process and implement his request to terminate his landlord agreement after he had notified PPL in late 2020 that he had sold the property. Finally, the Initial Decision fails to consider or detail Complainant's testimony that too much time had passed for Complainant to be able to obtain call records from his telephone carrier to bolster his testimony that he had called PPL in late 2020 and that had he actually received notice from PPL regarding the subject charges, which he could have received if PPL had initially attempted to contact Complainant at the cell phone number or e-mail address that PPL still had on file for him, he could have acted sooner.

I. EXCEPTIONS

Exception # 1: The Initial Decision finds that the testimony and exhibits presented by PPL constitute evidence of equal or greater weight in support of PPL's position, even in the absence of specific evidence refuting Complainant's testimony that he called PPL in late 2020 and informed

PPL that he had sold the subject property in June of 2020 and requested the cancellation of the subject landlord agreement.

- a. The Initial Decision defers to the PPL's position, even when those positions are not supported by any evidence specifically contradicting the substance of Complainant's testimony.
- b. Complainant files his Exceptions to the following Findings of Fact as set forth in the Initial Decision: "When a customer calls PPL to make changes to an account, such as closing the account, the company will send a letter to the customer confirming the transaction. Tr. 29."; "PPL's records do not contain any entries indicating that Mr. Hormilla called PPL prior to August 3, 2023, to cancel the landlord agreement. Tr. 23."; and "PPL's records do not contain any entries indicating that a confirmation letter was sent to Mr. Hormilla in June of 2020 when he claims to have canceled the landlord agreement. Tr. 29." (Initial Decision, Findings of Fact #18, #20 and #21, at Pg. 5).
- c. Complainant files his Exceptions to the following Conclusions of Law as set forth in the Initial Decision: "The Complainant has failed to prove his case by a preponderance of the evidence. 66 Pa.C.S. § 332(a)." (Initial Decision, Conclusions of Law #6, at Pg. 10).
- d. Complainant files his Exceptions to the following further legal conclusions and order of relief as set forth in the Initial Decision: "Since PPL presented sufficient evidence to rebut the evidence presented by Mr. Hormilla, he has not proven his case by a preponderance of the evidence. Therefore, his complaint is denied" (Initial Decision, at Pg. 9).; and "That the Formal Complaint filed by Julian Hormilla in the matter of Julian Hormilla v. PPL Electric Utilities Corporation, Docket No. F-2024-3046014, is denied.; and "That the matter of

Julian Hormilla v. PPL Electric Utilities Corporation, Docket No. F-2024-3046014 be marked closed.” (Initial Decision, Order #1, and #2, at Pg. 11).

- e. Although the Initial Decision finds that Complainant’s “testimony constitutes *prima facie* evidence of the allegations in his Complaint” it also finds that “the testimony and exhibits presented by PPL constitute evidence of equal or greater weight in support of PPL’s position. Ms. Roland testified that the PPL records for the account do not contain any indication that anyone called the company prior to August of 2023 to close the account or cancel the landlord agreement. Tr. 23. Ms. Roland explained that whenever a customer calls in to make a change to an account, such as closing the account or canceling a landlord agreement, the company will send the customer a letter confirming the transaction. She testified that PPL sent a letter to Mr. Hormilla on August 3, 2023, confirming the cancellation of the landlord agreement. Tr. 20; PPL Ex. 6. She further testified that if he had, in fact, canceled the landlord agreement in June of 2020, PPL would have sent a letter to him confirming the transaction. Tr. 29; PPL Ex. 2. PPL’s records do not reflect any such letter having been sent.” (Initial Decision, at Pg. 9).
- f. However, the Initial Decision fails to consider or detail how, if PPL failed to process and implement Complainant’s request to terminate his landlord agreement after he had notified PPL that he had sold the property, as Complainant testified, PPL could have sent a letter confirming the transaction/cancellation of the landlord agreement which it erroneously failed to process.
- g. Additionally, the Initial Decision also relies on the testimony of Ms. Roland stating that PPL records for the account do not contain any indication that anyone called the company prior to August of 2023 to close the account or cancel the landlord agreement, however,

fails to consider or detail any of the testimony elicited from Ms. Roland regarding the possibility of PPL's records being inaccurate and other instances of PPL's customers having claimed that PPL failed to process cancelation requests which would support the crux of Complainant's argument that PPL had, due to an error on its part, failed to process and implement his request to terminate his landlord agreement after he had notified PPL that he had sold the property.

- h. Finally, the Initial Decision also fails to consider or detail Complainant's testimony that too much time had passed for Complainant to be able to obtain call records from his telephone carrier to bolster his testimony that he had called PPL in late 2020 and that had he actually received notice from PPL regarding the subject charges, which he could have received if PPL had initially attempted to contact Complainant at the cell phone number or e-mail address that PPL still had on file for him, he could have acted sooner.

NECESSARY CORRECTION: The Commission should vacate the Initial Decision for its lack of sufficient analysis and for its failure to require sufficient evidence from PPL rebutting Complainant's testimony, which was found to constitute *prima facie* evidence of the allegations in his Complaint, that he called PPL in late 2020 and informed PPL that he had sold the subject property in June of 2020 and requested the cancellation of the subject landlord agreement.

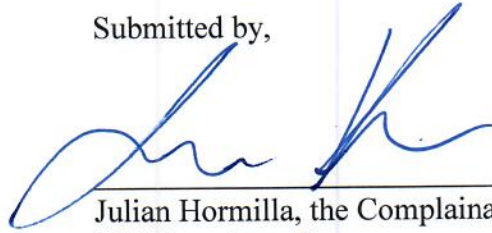
II. CONCLUSION

For the foregoing reasons, the Commission should modify the Initial Decision and provide the following relief:

1. The Commission should vacate the Initial Decision for its failure to require sufficient evidence of the Respondent to rebut Complainant's *prima facie* evidence of the allegations

in his Complaint; and for its failure to provide a sufficiently thorough, detailed, and balanced examination of the evidence presented/elicited by the Complainant.

Submitted by,



Julian Hormilla, the Complainant
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