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File #: 204718

July 3, 2025

VIA ELECTRONIC FILING


Mathew Homsher, Secretary
Commonwealth Keystone Building,
400 North Street, 2nd Floor,
P.O.Box 3265, Harrisburg, PA 17105-3265

Re: Julian Hormilla v. PPL Electric Utilities Corporation
Docket No: F-2024-3046014

Dear Secretary Homsher:

Attached for filing is the Reply to the Exception of Julian Hormilla on behalf of PPL Electric Utilities Corporation in the above-referenced proceeding. Copies are being provided as indicated on the Certificate of Service.

Respectfully submitted,



Devin T. Ryan
Principal

DTR/sa
Attachment

cc: Honorable Steven K. Haas, Administrative Law Judge (*via email; w/attachment*)
The Office of Special Assistants (*via email; w/attachment*)
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

Julian C. Hormilla
308 Thornbury St
Clayton, NC 27527
julianchormilla@gmail.com

Date: July 3, 2025



Devin T. Ryan

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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

**REPLY OF PPL ELECTRIC UTILITIES CORPORATION TO THE
EXCEPTION OF JULIAN HORMILLA**

PPL Electric Utilities Corporation (“PPL Electric” or the “Company”), pursuant to 52 Pa. Code § 5.535, hereby respectfully submits this Reply to the Exception of Julian Hormilla (“Complainant”). In his Exception, the Complainant disputes Administrative Law Judge Steven K. Haas’s (“ALJ”) Initial Decision (“ID”) dismissing the above-captioned Formal Complaint (“Complaint”). Specifically, the Complainant challenges the ALJ’s finding that the Complainant failed to meet his burden of proof that PPL Electric violated the Public Utility Code or a Commission order or regulation. (Exception at 2-6.) The Complainant alleges that he called PPL Electric in June 2020 to cancel his landlord agreement after selling the property at issue, but the Company failed to cancel the agreement as requested during that alleged call. (*Id.* at 4-5.) Thus, the Complainant avers that he should not be responsible for the charges that accrued between December 3, 2022, and August 3, 2023, after the account was closed out by the tenant and transferred back into the Complainant’s name per the landlord agreement. (*Id.* at 2-6.)

As the ALJ found in his well-reasoned ID, the Complainant failed to meet his burden of proof. The Complainant did not present any call records establishing that he contacted the

Company in June 2020. (Tr. 12-13.) In fact, although the Complainant claims that he tried to obtain those phone records, the Complainant testified that he does not “even know what phone [he] used to call four years,” as it “could have been a company phone, a cell phone, [his] other cell phone, [or his] desk phone at work.” (Tr. 12-13.) The Company also searched its own records to find any evidence of such a call being made by the Complainant and found none. (ID at 5.) The Company’s practice is also to send a confirmation letter when a customer calls to cancel a landlord agreement, and PPL Electric could find nothing in its records about such a letter being sent to the Complainant. (ID at 5.)

Moreover, after the tenant requested that the account be closed on December 1, 2022, the Company placed the account in the Complainant’s name per the landlord agreement on December 3, 2022. (ID at 4.) The Company then began mailing the electric service bills in the Complainant’s name to the property management company that the Complainant used and was on file for the account. (ID at 4.) It was only several months later on August 3, 2023, when the Complainant called the Company to discuss the outstanding charges. (ID at 4.) During that call, the Complainant requested that the landlord agreement be canceled, and PPL Electric processed that request the same day and sent him a letter confirming the cancellation. (ID at 5.) Thus, the ALJ correctly found that the Complainant failed to meet his burden of proof and dismissed the Complaint.

For these reasons and as further explained below, PPL Electric respectfully requests that the Commission deny the Complainant’s Exception, adopt the well-reasoned ID without modification, and dismiss the Complaint with prejudice.

I. INTRODUCTION

On February 5, 2024, the Commission served the Complainant’s Formal Complaint filed against PPL Electric.

On February 26, 2024, PPL Electric filed its Answer to the Complaint.

On April 8, 2024, a Telephonic Hearing Notice was issued, scheduling an evidentiary hearing for May 29, 2024, before the ALJ.

On May 6, 2024, a Prehearing Order was issued.

On May 21, 2024, the Complainant filed a letter requesting a continuance of the hearing.

On May 22, 2024, a Notice was issued canceling the May 29, 2024 hearing.

On June 3, 2024, a Telephonic Hearing Notice was issued, scheduling an evidentiary hearing for July 29, 2024, before the ALJ.

On July 29, 2024, the evidentiary hearing was held as scheduled.

On December 2, 2024, the Commission issued the ALJ's ID dismissing the Complaint.

On December 23, 2024, the Complainant filed an Exception to the ID.

On June 18, 2025, PPL Electric filed a letter explaining that it was not served with the Complainant's Exception.

On June 23, 2025, the Commission issued a Secretarial Letter noting the failure to serve the Exception and granting PPL Electric until 4:30 PM on July 3, 2025, to file a Reply to the Complainant's Exception.

For the reasons explained in more detail below, the Complainant's Exceptions is without merit. Accordingly, the Commission should adopt the ALJ's well-reasoned ID without modification and dismiss the Complaint with prejudice.

II. REPLY TO EXCEPTION

A. REPLY TO EXCEPTION NO. 1 – THE ALJ CORRECTLY FOUND THAT THE COMPLAINANT FAILED TO MEET HIS BURDEN OF PROOF THAT PPL ELECTRIC VIOLATED THE PUBLIC UTILITY CODE OR A COMMISSION ORDER OR REGULATION

In his Exception, the Complainant erroneously contends that the ALJ erred in dismissing his Complaint. (Exception at 2-6.) According to the Complainant, he should not be responsible for the charges that accrued between December 3, 2022, and August 3, 2023, after the account was closed out by the tenant and transferred to the Complainant per the landlord agreement. (Exception at 2-6.) As alleged support, the Complainant claims that he called the Company in June 2020 to cancel his landlord agreement after selling the property at issue, but the Company failed to cancel the agreement as requested during that alleged call. (*Id.* at 4-5.)

The Commission should reject the Complainant's arguments. After reviewing all the evidence in this proceeding, the ALJ correctly concluded that the Complainant did not meet his burden of proof. (ID at 3-10.) The Complainant admits that he failed to present any call records establishing that he contacted the Company in June 2020. (Tr. 12-13; Exception at 5.) Even though the Complainant asserts that he tried to obtain call records, he does not "even know what phone [he] used to call four years," as it "could have been a company phone, a cell phone, [his] other cell phone, [or his] desk phone at work." (Tr. 12-13.) Therefore, the Complainant's only evidence on this point is his testimony that he called the Company "sometime in June 2020" but he "[does not] know the exact date." (Tr. 10.)

In addition, the Company searched its own records and found no evidence that the Complainant called PPL Electric to cancel the landlord agreement in June 2020. (ID at 5.) Also, the Company sends a confirmation letter when a customer calls to cancel a landlord agreement.

(ID at 5.) Again, PPL Electric found nothing in its records about such a letter being sent to the Complainant. (ID at 5.)

Further, on December 1, 2022, after the tenant requested that the account be closed, the Complainant placed the account in the Complainant's name per the landlord agreement. (ID at 4.) The Company then began mailing the electric service bills in the Complainant's name to the property management company that the Complainant used and was on file for the account. (ID at 4.) However, the Complainant testified that he "took them off the property management agreement . . . sometime in 2019, like the fall of 2019 was when [he] got – [they] were no longer requiring services." (Tr. 11.) Yet, PPL Electric mailed the landlord confirmation letter on December 1, 2022, and all bills between December 3, 2022, to August 3, 2023, to P.O. Box 5304, Lancaster, PA. (Tr. 21-22; PPL Electric Exh. 2.) That is the same "Mailing Address," meaning "the address the bills will be mailed to when not in the tenant's name," specified in the landlord agreement signed by the Complainant. (PPL Electric Exh. 6.) To the extent that the Complainant stopped using that property management company in 2019 and needed to update the "Mailing Address" in the landlord agreement, he should have contacted PPL Electric to do so.

Finally, after PPL Electric sent other the confirmation letter and bills to that address but received no payment, the Company made calls to the Complainant in the summer of 2023, the Complainant "dismissed" them because he "thought it was a telemarketer." (Tr. 9.) Only when the Complainant called the Company back on August 3, 2023, to discuss the outstanding charges did the Complainant request to cancel the landlord agreement. (ID at 5.) PPL Electric processed that request the same day and sent him a letter confirming the cancellation. (ID at 5.)

For these reasons, the ALJ correctly found that the Complainant failed to meet his burden of proof and dismissed the Complaint. As such, the Commission should deny Exception No. 1 and adopt the ID without modification.

III. CONCLUSION

WHEREFORE, for all the foregoing reasons, as well as those more fully explained in the well-reasoned Initial Decision of Administrative Law Judge Steven K. Haas, PPL Electric Utilities Corporation respectfully requests that the Pennsylvania Public Utility Commission: (1) deny the Exception filed by Julian Hormilla; (2) adopt the Initial Decision without modification; and (3) dismiss the Formal Complaint at Docket No. F-2024-3046014 with prejudice.

Respectfully submitted,



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Date: July 3, 2025

Attorneys for PPL Electric Utilities Corporation