

**PENNSYLVANIA PUBLIC UTILITY COMMISSION**  
**Harrisburg, Pennsylvania 17120**

**Julian Hormilla**  
**v.**  
**PPL Electric Utilities Corporation**

**Public Meeting held October 9, 2025**  
**3046014-OSA**  
**Docket No. F-2024-3046014**

**MOTION OF VICE CHAIR KIMBERLY BARROW**

On January 22, 2024, Julian Hormilla filed a Formal Complaint against PPL Electric Utilities Corporation (PPL) alleging incorrect charges in the amount of \$1,294.96. An Initial Decision was issued on December 2, 2024, dismissing the Formal Complaint and finding that Mr. Hormilla did not meet his burden of proving that he was improperly billed.<sup>1</sup> Mr. Hormilla timely filed Exceptions.

By way of background, Mr. Hormilla previously owned a rental property at the service address (1002 South 6<sup>th</sup> Street, Allentown) and executed a landlord agreement with PPL for the property in November 2018.<sup>2</sup> A resident of North Carolina, Mr. Hormilla later sold the property on June 25, 2020.<sup>3</sup> At issue is the outstanding balance at the service address for the time period of December 2022 through August 2023. A tenant residing at the property<sup>4</sup> submitted a request to close the PPL account effective December 2, 2022, and PPL subsequently placed the account in Mr. Hormilla's name.<sup>5</sup> PPL contacted Mr. Hormilla in July or August of 2023 for the unpaid balance of \$1,294.96, the amount accumulated between December 3, 2022, and August 4, 2023.<sup>6,7</sup>

Mr. Hormilla testified that he called PPL in June 2020 to advise PPL of the sale and to cancel the landlord agreement.<sup>8</sup> He also testified that PPL issued a final bill in June 2020, which he paid.<sup>9</sup> Mr. Hormilla stated that he had not heard from PPL again until July or August 2023 when PPL called to discuss the outstanding balance on the account.<sup>10</sup> PPL's witness testified that PPL has no record of Mr. Hormilla calling to cancel the landlord agreement in 2020.<sup>11</sup> PPL's witness testified that if Mr. Hormilla in fact called the Company to cancel the agreement that PPL would

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<sup>1</sup> See generally Initial Decision, Docket No. F-2024-3046014 (December 2, 2024).

<sup>2</sup> Hearing Transcript, pg. 19; PPL Exhibit 6.

<sup>3</sup> Hearing Transcript, pgs. 8-9.

<sup>4</sup> Mr. Hormilla testified that all rental units at the property were occupied when he sold the property in June 2020. Hearing Transcript, pgs. 9-10. Additionally, Mr. Hormilla attached a copy of the County of Lehigh Records to his Formal Complaint which listed Potluri Pramod & Sreevalli Paruchuri as the owner of the service address affective June 2020.

<sup>5</sup> Hearing Transcript, pgs. 21-22; PPL Exhibit 2.

<sup>6</sup> Hearing Transcript, pg. 18.

<sup>7</sup> It is rather concerning that PPL allowed the account balance to accrue over a roughly 8-month period of time before calling Mr. Hormilla to discuss the account.

<sup>8</sup> Hearing Transcript, pgs. 9-10.

<sup>9</sup> Hearing Transcript, pg. 9.

<sup>10</sup> Hearing Transcript, pgs. 9-10.

<sup>11</sup> Hearing Transcript, pg. 24.

have sent him a letter confirming that cancellation and that, since the Company has no record of sending a confirmation letter, Mr. Hormilla did not call PPL to cancel.<sup>12</sup>

On review of an initial decision, the Commission has all the powers which it would have in making the initial decision except as it may limit the issues on notice or by rule.<sup>13</sup> Accordingly, the Commission has the power to conduct its own fact finding, to adopt or reject the administrative law judge's decision, or to come to an entirely different resolution.<sup>14</sup>

In reviewing the record in this matter, I find Mr. Hormilla's testimony that he called PPL in June 2020 to advise of the sale and cancel the landlord agreement credible, and that he is not responsible for the outstanding balance accumulated between December 3, 2022, and August 4, 2023.

Notably, PPL relies upon its records and the testimony of its witness to support the position that Mr. Hormilla did not cancel the agreement. However, PPL's Exhibit 2 provides the account history from July 17, 2020, to July 17, 2024, and cannot be used to support PPL's position that the Company would have sent a letter confirming the cancellation in June 2020, if such cancellation occurred, since it does not include correspondence/account history received in June 2020. If anything, PPL's Exhibit 2 supports Mr. Hormilla's testimony that he paid the final bill in June 2020, as the record does not indicate that he had an outstanding or unpaid balance after July 2020. Similarly, PPL Exhibit No. 1, the Account Activity Statement, only includes activity from January 2023 to February 2024 and cannot support what did or did not happen in June 2020.<sup>15</sup>

Accordingly, I find Mr. Hormilla's testimony credible and that he met his burden of proof in this matter.<sup>16</sup> Simply because PPL has no record of sending Mr. Hormilla a letter confirming the cancellation of the agreement in June 2020 does not mean that Mr. Hormilla did not call PPL to cancel the agreement at that time, as he testified he did.

**THEREFORE, I MOVE THAT:**

1. The Exceptions filed by Julian Hormilla are granted consistent with this Motion.
2. The Initial Decision issued on December 2, 2024 is reversed, consistent with this Motion.

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<sup>12</sup> Hearing Transcript, pg. 20-29.

<sup>13</sup> 66 Pa.C.S. § 335(a).

<sup>14</sup> *Energy Pipeline Co. v. Pennsylvania Util. Comm'n*, 662 A.2d 641, 644 (Pa. 1995).

<sup>15</sup> See also PPL Exhibit No. 3 (BCS Summary Report which provides details beginning in December 2021).

<sup>16</sup> Section 332(a) of the Public Utility Code, 66 Pa.C.S. § 332(a), provides that the party seeking a rule or order from the Commission has the burden of proof in that proceeding; see also *Samuel J. Lansberry, Inc. v. Pa. P.U.C.*, 578 A.2d 600, 602 n. 1 (Pa. Cmwlth. 1990); *Borough of Bridgewater v. Pa. P.U.C.*, 124 A.2d 165 (Pa. Super. 1956); *N. Lebanon Twp. v. Pa. P.U.C.*, 962 A.2d 1237 (Pa. Cmwlth. 2008). "A preponderance of the evidence means only that one party has presented evidence that is more convincing, by even the smallest amount, than the evidence presented by the other party." *Energy Conservation Council of Pennsylvania v. Pa. P.U.C.*, 995 A.2d 465, 478 (Pa. Cmwlth. 2010).

3. The Office of Special Assistants shall prepare an Order consistent with this Motion.

October 9, 2025

  
Kimberly Barrow, Vice Chair