

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

Public Meeting held October 9, 2025

Commissioners Present:

Stephen M. DeFrank, Chairman  
Kimberly Barrow, Vice Chair  
Kathryn L. Zerfuss  
John F. Coleman, Jr., Dissenting  
Ralph V. Yanora, Dissenting

Julian Hormilla

F-2024-3046014

v.

PPL Electric Utilities Corporation

**OPINION AND ORDER**

**BY THE COMMISSION:**

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions of Julian Hormilla (Mr. Hormilla or Complainant), filed on December 23, 2024, to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Steven K. Haas, issued on December 2, 2024, in the above-captioned proceeding. Replies to the Exceptions of Mr. Hormilla were received by

the Commission from PPL Electric Utilities Corporation (PPL, Company, or Respondent) on July 3, 2025.<sup>1</sup>

On consideration of the Exceptions and Reply Exceptions,<sup>2</sup> we will reverse the ALJ's Initial Decision and sustain the Formal Complaint (Complaint) in this matter, consistent with the discussion in this Opinion and Order.

## I. Background and History of the Proceeding

This matter involves the Complaint of Mr. Hormilla, filed on January 22, 2024, against PPL. The Complaint is a timely appeal of an informal decision of the Commission's Bureau of Consumer Services (BCS), issued on January 9, 2024, at BCS No. 3938072.<sup>3</sup>

The summary of the dispute is as follows:

An electricity customer filed a Formal Complaint against his electric utility company wherein he alleged that the utility failed to process and implement his request to terminate his landlord agreement after he had notified the utility that he had sold the property. The customer alleged that, because of the utility's failure to process his request, he was improperly billed and held responsible for charges incurred on the

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<sup>1</sup> The Exceptions of Mr. Hormilla were accompanied by a Certificate of Service. However, by letter received from counsel for PPL, June 18, 2025, the Commission was advised of a failure of service of the Exceptions on the Company. By Commission Secretarial Letter of June 23, 2025, PPL was given until the close of business on July 3, 2025, in which to file Reply Exceptions.

<sup>2</sup> By separate filing of July 3, 2025, the appearances of Alice A. Wade, Esquire and Megan E. Rulli, Esquire were entered as additional counsel on behalf of PPL and the withdrawal of appearances of Nicholas A. Stobbe, Esquire and Peter J. Kramer, Esquire as counsel were noted.

<sup>3</sup> As noted in the Initial Decision, the timely appeal is subject to *de novo* review by the Commission. 52 Pa. Code § 56.173(a). I.D. at 2, n.1.

account after he sold the property. This Initial Decision denies the Formal Complaint because the customer did not meet his burden of proving that he was improperly billed or that the utility otherwise violated the Public Utility Code or an order or regulation of the Pennsylvania Public Utility Commission.

I.D. at 1.

In the Complaint, Mr. Hormilla disputed charges billed to him from December of 2022 to August of 2023. Mr. Hormilla averred that he sold the property (former Service Address) in June of 2020, and informed PPL of the sale and requested that his landlord agreement with the company be terminated. For relief, Mr. Hormilla requested that PPL rectify the matter and stop any future attempts to collect the disputed charges. I.D. at 2.

On February 26, 2024, PPL filed an Answer to the Complaint in which it denied the material allegations. The Company averred that the disputed charges were properly billed and that the Complainant was responsible for paying the charges. In pertinent part, PPL's position was stated, as follows:

. . . It is the Company's policy, and is specifically provided for in the landlord agreement, that it is the landlord's responsibility to update the Company of any account changes such as the sale of the property, changes to the mailing address, or to cancel the landlord agreement. A landlord must advise PPL Electric if the service should no longer be billed to the landlord when a tenant requests to disconnect service.

In further response, on November 16, 2022, and again on December 1, 2022, the Company received a request from the then occupant of the Service Address to stop service in their name, which became effective December 3, 2022. Because the account was still subject to the Landlord Agreement, the Company placed the account in the Complainant's name at that time on December 3, 2022. Also on November 16, 2022,

and again on December 1, 2022, the Company sent the Complainant a confirmation of service letter notifying him that service was placed in his name and that he would be responsible for billing at the Service Address until a new customer assumed service. . . .

PPL Answer at 2.

By way of relief, PPL requested that the Complaint be denied in its entirety.

On April 8, 2024, an Initial Telephonic Hearing Notice was issued scheduling this matter for an evidentiary hearing on May 29, 2024, and assigning ALJ Haas as Presiding Officer. On May 6, 2024, a Prehearing Order was issued.

By agreement of the Parties, the May 29, 2024, hearing was rescheduled for July 29, 2024. The evidentiary hearing was then held as scheduled. Mr. Hormilla appeared *pro se* and testified on behalf of himself. Peter J. Kramer, Esquire, appeared on behalf of PPL and presented one witness who sponsored five exhibits (PPL Exhibit Nos. 1, 2, 3, 5, and 6), all of which were admitted into the record without objection. The record was closed on September 3, 2024, upon receipt of the hearing transcript (Tr.). The record consists of a 42-page transcript and five PPL exhibits.

On consideration of the positions of the Parties, ALJ Haas recommended that the Complaint be denied. As previously noted, the Complainant filed Exceptions to the Initial Decision on December 23, 2024. Replies to Exceptions were filed by PPL on July 3, 2025, as directed by Commission Secretarial Letter dated June 23, 2025.

## II. Discussion

### A. Legal Standards

#### 1. Burden of Proof

Mr. Hormilla is the party that has filed a Complaint with the Commission. *See* 66 Pa.C.S. § 701. In the Complaint, Mr. Hormilla is contesting his obligation to pay the amount of \$1,294.96 (I.D. at 5, Finding of Fact No. 22; PPL Exh. 1, *infra*) claimed by PPL to be due and owing pursuant to a contract, *i.e.*, landlord/utility agreement. Mr. Hormilla, therefore, is the proponent of a rule or order from the Commission that PPL has violated a Commission statute or provision over which we have jurisdiction or authority to administer. As the proponent of a rule or order from the Commission, the Complainant bears the burden of proof. *See* 66 Pa.C.S. § 332(a).

The term, “burden of proof,” means that the party upon whom such burden is placed is required to establish a sufficient case and show that the utility/respondent is responsible or accountable for the problem described in the Complaint. *Patterson v. The Bell Telephone Company of Pa.*, 72 Pa. P.U.C. 196 (1990) (*Patterson*). Such a showing must be made by an evidentiary standard referred to as a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. denied*, 602 A.2d 863 (Pa. 1992). The preponderance of the evidence standard means that a complainant’s evidence must be more convincing, by even the smallest amount, than that presented by the utility/respondent, in this case, PPL. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950); *see also Povacz v. Pa. PUC*, 280 A.3d 975, 999, n. 25 (Pa. 2022) (*Povacz v. Pa. PUC*).

Additionally, the Commission’s decision must be supported by substantial evidence in the record. *See* 2 Pa.C.S. § 704. “Substantial evidence” is such relevant

evidence that a reasonable mind might accept as adequate to support a conclusion. *See Wilmer Baker v. Sunoco Pipeline, L.P.*, Docket No. C-2018-3004294 (Opinion and Order entered September 23, 2020); 2020 WL 5877007 (Pa.P.U.C.), citing *Consolidated Edison Company of New York v. National Labor Relations Board*, 305 U.S. 197, 229, 59 S.Ct. 206, 217 (1938). More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Ry. Co. v. Pa. PUC*, 413 A.2d 1037 (Pa. 1980).

Upon the presentation by a complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with evidence to rebut the evidence of the customer-complainant shifts to the respondent-utility. If the evidence presented by the respondent-utility is of co-equal value or “weight,” the burden of proof has not been satisfied. The complainant now has to provide some additional evidence to rebut that of the respondent. *See Burlison v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff’d*, 461 A.2d 1234 (Pa. 1983) (*Burlison*).

While the burden of going forward with the evidence may shift back and forth between the parties during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission. *Milkie v. Pa. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

Finally, we advise that the Commission is the ultimate finder of fact in any proceeding under the Code. 66 Pa.C.S. § 335(a); *Hess v. Pa. PUC*, 107 A.3d 246, 264-265 (Pa. Cmwlth. 2014), citing *Popowsky v. Pa. PUC*, 706 A.2d 1197, 1201 (Pa. 1997). Pursuant to the Code, the Commission, as the ultimate fact-finder, weighs the evidence and resolves conflicts in testimony. The credibility of the evidence presented and the weight to be accorded to it are for the Commission to assess as the factfinder. *W.C. McQuaide, Inc. v. Pa. PUC*, 585 A.2d 1151 (Pa. Cmwlth. 1991). Therefore, when reviewing the initial decision of an ALJ, the Commission has all the powers that it would

have had in making the initial decision except as to any limits that it may impose by notice or by rule.

## **B. Positions of the Parties**

### **1. Complainant**

Mr. Hormilla alleged that he informed PPL in June 2020 that he sold the subject property and that he requested that PPL cancel the landlord agreement. *See* Tr. at 9.

### **2. PPL**

It is PPL's position that Mr. Hormilla is responsible for payment of the outstanding balance of \$1,294.96 incurred by a tenant at the premises formerly owned and sold by the Complainant. PPL placed reliance on its business records.

According to its records, PPL, through its sponsored witness, testified that such records established an absence of contact from Mr. Hormilla prior to August 3, 2023, advising PPL of the sale of the property. PPL thus asserted that it was not informed about the sale of the property, nor was the Company instructed to cancel the landlord agreement until Mr. Hormilla called in August 2023. Based on the existence of the landlord/utility agreement which was, according to PPL's business records, in effect at the time a tenant, who resided at the subject property, received service there and later discontinued service without payment, the unpaid balance was transferred to Mr. Hormilla by PPL for collection. I.D. at 8; Tr. at 23, 36.

### C. ALJ's Initial Decision

ALJ Haas made twenty-two (22) Findings of Fact and reached six (6) Conclusions of Law. I.D. at 3-5; 10. The Findings of Fact are adopted and incorporated herein by reference without comment, unless they are either expressly rejected or modified, or rejected or modified by necessary implication from our disposition in this Opinion and Order.

We, hereby, reject Conclusion of Law No. 6<sup>4</sup> in the Initial Decision, consistent with the discussion in this Opinion and Order.

In the Initial Decision, ALJ Haas found that the Complaint should be denied for failure of the Complainant to satisfy the burden of proof. ALJ Haas concluded that, while Mr. Hormilla presented a *prima facie* case in support of his Complaint, the Complainant ultimately failed to satisfy his burden of proof going forward after consideration of PPL's evidence in rebuttal, to demonstrate that PPL violated the Public Utility Code (Code), a Commission Order, Commission Regulation, or a Commission approved tariff. I.D. at 8-9.

ALJ Haas viewed the key issue in this Complaint, as follows:

The question to be answered is whether Mr. Hormilla has proven, by a preponderance of the evidence, that he did, in fact, cancel the landlord agreement in June 2020 and that PPL is mistakenly holding him responsible for payment of charges incurred on the account from December 2022 to August 2023. I find, based on the record evidence, that although Mr. Hormilla has arguably presented a *prima facie* case in support of his allegations, he has not proven those allegations

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<sup>4</sup> This Conclusion of Law states, as follows: "The Complainant has failed to prove his case by a preponderance of the evidence. 66 Pa.C.S. § 332(a)." I.D. at 10.

by a preponderance of the evidence when weighed against the evidence presented by PPL.

I.D. at 8.

The essential reasoning of ALJ Haas is, as follows:

As described above, Mr. Hormilla testified he contacted PPL when he sold the property in June of 2020 to inform it of the sale and to cancel the landlord agreement. He stated he received no communications from PPL at the cell phone number or e-mail address, both of which he has maintained since 2018, about the disputed charges. I find that his testimony constitutes prima facie evidence of the allegations in his Complaint. However, I find that the testimony and exhibits presented by PPL constitute evidence of equal or greater weight in support of PPL's position [that the Complainant did not cancel the landlord agreement]. 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.

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.

I.D. at 9.

ALJ Haas found that PPL’s witness, Ms. Tami Roland, testified that PPL received a request through its website on December 1, 2022, from the tenant who had been residing in the property, asking that the tenant’s account be closed effective December 3, 2022. I.D. at 7; (citing Tr. at 21-22; PPL Exh. 2). The ALJ made the following Finding of Fact, regarding PPL’s actions upon receiving notice from a tenant who had been residing at the property: *See* Finding of Fact No. 11:

11. Pursuant to the landlord agreement, service was switched into Mr. Hormilla’s name on December 3, 2022. Tr. 22.

I.D. at 4.

#### **D. Exceptions and Replies**

##### **1. Exceptions**

In his Exceptions,<sup>5</sup> Mr. Hormilla disputes the evidentiary weight afforded by the ALJ to his testimony of cancellation of the agreement versus the weight afforded to the evidence presented by PPL. Mr. Hormilla argues, *inter alia*, that the Initial Decision should be “vacated,” as it defers to PPL’s position even when those positions are not supported by evidence specifically contradicting the substance of his testimony. Mr. Hormilla repeats the substance of his testimony and position - that he sold the subject property in 2020 and notified PPL of such sale. Exc. at 1-6.

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<sup>5</sup> We conclude that the Exceptions of Mr. Hormilla are substantially in compliance with the Commission’s Rules of Practice concerning “[p]rocedure to except to initial, tentative and recommended decisions.” 52 Pa. Code § 5.533.

## 2. Replies

In its Replies to Exceptions (R. Exc.), PPL emphasizes the absence of contact from Mr. Hormilla, according to its business records, of the sale of the premises prior to August 2023. PPL explains its position, in pertinent part, as follows:

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.

PPL R. Exc. at 2.

## E. Disposition

We advise the Parties that any issue or argument that we do not specifically address shall be deemed to have been duly considered and denied without further discussion. The Commission is not required to consider, expressly or at length, each contention or argument raised by the parties. *Consl. Rail Corp. v. Pa. PUC*, 625 A.2d 741 (Pa. Cmwlt. 1993); *see also, generally, Univ. of Pa. v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlt. 1984); *see also, Metropolitan Edison Co. v. Pa. PUC*, 22 A.3d 353 (Pa. Cmwlt. 2011), *appeal denied*, 22 A.3d 353 (Pa. 2012) (citing

*Wheeling & Lake Erie Railway Company v. Pa. PUC*, 778 A.2d 785, 794 (Pa. Cmwlth. 2001) for the proposition that the Commission is not required to expressly consider all of the arguments set forth by the parties in its Order).

The Complaint of Mr. Hormilla presents, *inter alia*, a question involving the credibility of testimony and weight of the evidence. As previously noted, the Commission is the ultimate finder of fact in any proceeding under the Code. 66 Pa.C.S. § 335(a). The credibility of the evidence presented and the weight to be accorded to it are for the Commission to assess as the factfinder. Further, when reviewing the initial decision of an ALJ, the Commission has all the powers that it would have had in making the initial decision except as to any limits that it may impose by notice or by rule. *Id.* Accordingly, the Commission has the power to draw its own fact findings, to adopt or reject the ALJ's decision, or to come to an entirely different resolution. *Energy Pipeline Co. v. Pa. PUC*, 662 A.2d 641, 644 (Pa. 1995).

On review of the record in this matter, we find Mr. Hormilla's testimony, that he called PPL in June 2020 to advise of the sale of his property (Service Address) and to cancel the landlord agreement, credible. Based on this finding, we determine that the Complainant is not responsible for the outstanding balance accumulated between December 3, 2022, and August 4, 2023.

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. *See* Tr. at 19; PPL Exh. 6. A resident of North Carolina, Mr. Hormilla later sold the property on June 25, 2020. *See Id.* at 8-9. At issue in this Complaint is the outstanding balance at the Service Address for the time period of December 2022 through August 2023.

The record of this Complaint discloses that a tenant residing at the property<sup>6</sup> submitted a request to close the PPL account, effective December 2, 2022, and PPL subsequently placed the account in Mr. Hormilla's name. Tr. at 21-22; PPL Exh. 2. 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. Tr. at 18. Thus, there was a period of time in excess of seven months between the closure of the tenant's account and PPL's subsequent contact with the Complainant.<sup>7</sup>

Mr. Hormilla testified that he called PPL in June 2020 to advise PPL of the sale and to cancel the landlord agreement. Tr. at 9-10. He also testified that PPL issued a final bill in June 2020, which he paid. *Id.* at 9. 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 – a balance accrued by the tenant. *Id.* at 9-10. PPL's witness, Ms. Tami Roland, testified that PPL has no record of Mr. Hormilla calling to cancel the landlord agreement in 2020. *Id.* at 24. Ms. Roland further testified that if Mr. Hormilla had, in fact, called the Company to cancel the agreement, then PPL would have sent him a letter confirming that cancellation. Since the Company had no record of sending a confirmation letter, PPL concluded that Mr. Hormilla did not contact the Company to cancel. *Id.* at 20-29.

In reviewing the record in this matter, we find Mr. Hormilla's testimony, that he called PPL in June 2020, to advise of the sale of the property and to cancel the landlord agreement, credible; and that the testimony of PPL is not sufficient to meet the

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<sup>6</sup> Mr. Hormilla testified that all rental units at the property were occupied when he sold the property in June 2020. Tr. at 9-10. Additionally, Mr. Hormilla attached a copy of the County of Lehigh Records to his Complaint, which listed Potluri Pramod & Sreevalli Paruchuri as the record owner of the Service Address, effective June 2020.

<sup>7</sup> We find it to be rather concerning that PPL allowed the account balance to accrue over a time period of nearly eight months before calling Mr. Hormilla to discuss the account.

Company's burden of coming forward with evidence of equal weight. Based on the foregoing, we conclude that the Complainant is not responsible for the outstanding balance accumulated between December 3, 2022, and August 4, 2023, by a defaulting tenant.

Notably, PPL has relied upon its records and the testimony of its witness, Ms. Roland, to support the Company's position that Mr. Hormilla did not cancel the agreement. However, PPL's Exhibit No. 2 provides the account history from July 17, 2020, to July 17, 2024, and, therefore, 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. Accordingly, we find this exhibit insufficient to overcome the testimony of the Complainant 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. *See also* PPL Exh. 3 (BCS Summary Report which provides details beginning in December 2021).

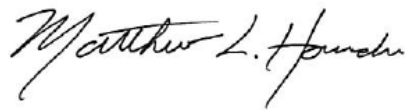
### **III. Conclusion**

Consistent with the foregoing discussion, we shall grant the Exceptions of Mr. Hormilla. Accordingly, the Initial Decision is reversed, and the Complaint is sustained; **THEREFORE,**

**IT IS ORDERED:**

1. That the Initial Decision of Administrative Law Judge Steven K. Haas, issued on December 2, 2024, at Docket No. F-2024-3046014, is, hereby, reversed, consistent with this Opinion and Order.
2. That the Exceptions of Mr. Julian Hormilla, filed on December 23, 2024, to the Initial Decision of Administrative Law Judge Steven K. Haas, issued on December 2, 2024, are granted, consistent with the discussion in this Opinion and Order.
3. That the Formal Complaint of Mr. Julian Hormilla, filed on January 22, 2024, is sustained, consistent with this Opinion and Order.
4. That the Commission Secretary shall mark this matter closed.

**BY THE COMMISSION**



Matthew L. Homsher  
Secretary

(SEAL)

ORDER ADOPTED: October 9, 2025

ORDER ENTERED: October 20, 2025