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VIA ELECTRONIC FILING

Ms. Linda Bridwell
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, Kentucky 40601-8294

RECEIVED
JUL 30 2026
PUBLIC SERVICE
COMMISSION

July 30, 2026

Re: Melissa Saurini and Jonathon Jones v. Kentucky Utilities Company
CN 2026-00154

Dear Ms. Bridwell:

Pursuant to ordering paragraph one (1) of the Commission's Order dated July 20, 2026, in the above-referenced case, filed herewith is Kentucky Utilities Company's written answer to the customer complaint.

In accordance with 807 KAR 5:001, Section 8 and the Commission's Order of July 22, 2021 in Case No. 2020-00085, I certify that the electronic filing has been transmitted to the Commission on July 30, 2026 and that there are currently no parties in this proceeding that the Commission has excused from participation by electronic means.

Please contact me if you have any questions regarding this filing.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mike E. Hornung', is written over a light blue horizontal line.

Michael E. Hornung

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

MELISSA SAURINI AND JONATHAN	)	
JONES	)	
	)	
COMPLAINANTS	)	
	)	CASE NO. 2026-00154
v.	)	
	)	
KENTUCKY UTILITIES COMPANY	)	
	)	
DEFENDANT	)	

ANSWER OF KENTUCKY UTILITIES COMPANY

In accordance with the Kentucky Public Service Commission’s (“Commission”) Order of July 20, 2026, in the above-captioned proceeding, Kentucky Utilities Company (“KU or the “Company”) respectfully submits this Answer to the Amended Formal Complaint of Melissa Saurini and Jonathan Jones (“Complainants”) filed on July 6, 2026¹. In response to the specific averments contained in said Amended Formal Complaint, KU states as follows:

1. With respect to the allegations contained in paragraph one of the Amended Formal Complaint, KU admits that Melissa Saurini is a residential customer of KU with a service address of 241 Braxton Lane, Lily, Kentucky 40740. KU denies that Jonathan Jones is a KU customer at the premise in question, and further affirmatively states that Jonathan Jones is listed as a contact person on Ms. Saurini’s account but not a financially responsible party.

¹ The Commission’s Order references the May 29, 2026 filing date of Complainant’s original Complaint, which the Commission rejected by Order dated June 16, 2026. This Answer responds to the Amended Formal Complaint filed on July 6, 2026, which is the complaint that was appended to the July 20, 2026 Order directing KU to answer.

2. With respect to the allegations contained in paragraph two of the Amended Formal Complaint, KU admits that Ms. Saurini's KU Account No. is [REDACTED] and that the Meter No. associated with that account is [REDACTED].

3. The allegations contained in paragraph three of the Amended Formal Complaint constitute legal conclusions to which no response is required. To the extent a response is required, KU admits that it is a public utility regulated by the Kentucky Public Service Commission and that it must follow all applicable statutes, regulations and provisions in KU's tariff, which is on file with and approved by the Commission.

4. The statements contained in paragraph four of the Amended Formal Complaint appear to be akin to a prayer for relief to which no response is required. To the extent they contain any allegations to which a response is required, KU denies the allegations.

5. With respect to the allegations contained in paragraph five of the Amended Formal Complaint, KU admits that Ms. Saurini voluntarily signed up for Residential Time-of-Day ("RTOD") service in October 2025 and that her account is currently served under that rate. KU lacks sufficient knowledge to admit or deny the remaining allegations in paragraph five of the Amended Formal Complaint and therefore denies them.

6. KU lacks sufficient knowledge to admit or deny the allegations contained in paragraph six of the Amended Formal Complaint and therefore denies them.

7. KU lacks sufficient knowledge to admit or deny the allegations contained in paragraph seven of the Amended Formal Complaint and therefore denies them. KU further affirmatively states that its records indicate that electrical usage registered for this year's winter usage on Ms. Saurini's account is consistent with past electrical usage registered by this meter at the premise in question.

8. With respect to the allegations contained in paragraph eight of the Amended Formal Complaint, KU admits that it issued a corrected bill on Ms. Saurini's account for October 2025. KU further affirmatively states that when Ms. Saurini elected to take service under rate RTOD in October 2025, the first bill issued under the new rate indicated that there was no usage on her account. This was due to an error in the setup of the meter data at the time of the rate change. The original bill for October 2025 contained KU's standard language that appears in red on any bill where a meter registers zero usage; that language warns the customers that there may be a problem and directs them to call KU if they were using energy during the billing period. Ms. Saurini did contact KU regarding the zero usage on that bill. KU reviewed the account, corrected the mistaken issue in the billing system, and issued a corrected bill for October based upon actual usage as recorded by the meter at the premise. KU denies all remaining allegations in paragraph eight of the Amended Formal Complaint.

9. With respect to the allegations contained in paragraph nine of the Amended Formal Complaint, KU affirmatively states that Complainants contacted KU several times from September 2025-May 2026 regarding: the request to take service under rate RTOD, the corrected bill in October of 2025, a security deposit installment plan, and disconnection issues. Several of the contacts made during this time period were blank online requests to KU's customer service where the customer inputted account information but did not explain the nature of the inquiry. KU denies all remaining allegations in paragraph nine of the Amended Formal Complaint.

10. The allegations contained in paragraph ten of the Amended Formal Complaint, appear to summarize Complainants' assertions. To the extent a response is required, KU denies all allegations contained in this paragraph.

11. The allegations contained in paragraph eleven of the Amended Formal Complaint appear to summarize Complainants' assertions. To the extent a response is required, KU denies all allegations contained in this paragraph.

12. The statements contained in paragraph twelve of the Amended Formal Complaint appear to be akin to a prayer for relief to which no response is required. To the extent they contain any allegations to which a response is required, KU denies the allegations. Additionally, KU affirmatively states that Ms. Saurini's bills and interval usage information is available on the My Account/My Meter website.

13. The statements contained in paragraph thirteen of the Amended Formal Complaint appear to be akin to a prayer for relief to which no response is required. To the extent they contain any allegations to which a response is required, KU denies the allegations.

14. The statements contained in paragraph fourteen of the Amended Formal Complaint appear to be akin to a prayer for relief to which no response is required. To the extent they contain any allegations to which a response is required, KU denies the allegations.

15. The statements contained in paragraph fifteen of the Amended Formal Complaint appear to be akin to a prayer for relief to which no response is required. To the extent they contain any allegations to which a response is required, KU denies the allegations.

16. With respect to the allegations contained in paragraph sixteen of the Amended Formal Complaint, KU admits that Ms. Saurini's service was disconnected on May 19, 2026 for non-payment. This disconnection was preceded by a disconnection notice mailed to Ms. Saurin's address on May 6, 2026. See Exhibit A, attached hereto.

17. KU denies the allegations contained in paragraph seventeen of the Amended Formal Complaint.

18. With respect to the allegations contained in paragraph eighteen of the Amended Formal Complaint, KU admits that on May 19, 2026, Ms. Saurini paid \$350 toward her outstanding balance, and that service was reconnected to her account per the agreement KU had reached with her in a prior phone call that day.

19. The statements contained in paragraph nineteen of the Amended Formal Complaint appear to be akin to a prayer for relief to which no response is required. To the extent they contain any allegations to which a response is required, KU denies the allegations.

20. KU lacks sufficient information to admit or deny the allegations contained in paragraph twenty of the Amended Formal Complaint and therefore denies them. KU further affirmatively states that it has not located any communications from Complainants reporting reliability issues at the premise in question.

21. KU lacks sufficient information to admit or deny the allegations contained in paragraph twenty-one of the Amended Formal Complaint and therefore denies them.

22. KU lacks sufficient information to admit or deny the allegations contained in paragraph twenty-two of the Amended Formal Complaint and therefore denies them.

23. KU lacks sufficient information to admit or deny the allegations contained in paragraph twenty-three of the Amended Formal Complaint and therefore denies them.

24. KU lacks sufficient information to admit or deny the allegations contained in paragraph twenty-four of the Amended Formal Complaint and therefore denies them. KU further states that, upon receiving the Commission's Order to answer or otherwise satisfy Complainants' Amended Formal Complaint, KU technicians visited the premise in question and confirmed that Meter No. 5343295 serves only the Complainants' residence.

25. The statements contained in paragraph twenty-five of the Amended Formal Complaint appear to be akin to a prayer for relief to which no response is required. To the extent they contain any allegations to which a response is required, KU denies the allegations. KU further affirmatively states that Meter No. 5343295 serves only the Complainants' residence.

26. The statements contained in paragraph twenty-six of the Amended Formal Complaint appear to be akin to a prayer for relief to which no response is required. To the extent they contain any allegations to which a response is required, KU denies the allegations. KU further affirmatively states that Meter No. 5343295 serves only the Complainants' residence.

27. The statements contained in paragraph twenty-seven of the Amended Formal Complaint appear to be akin to a prayer for relief to which no response is required. To the extent they contain any allegations to which a response is required, KU denies the allegations.

28. The statements contained in paragraph twenty-eight of the Amended Formal Complaint appear to be akin to a prayer for relief to which no response is required. To the extent they contain any allegations to which a response is required, KU denies the allegations.

29. The statements contained in paragraph twenty-nine of the Amended Formal Complaint appear to be akin to a prayer for relief to which no response is required. To the extent they contain any allegations to which a response is required, KU denies the allegations.

30. The statements contained in paragraph thirty of the Amended Formal Complaint appear to be akin to a prayer for relief to which no response is required. To the extent they contain any allegations to which a response is required, KU denies the allegations.

31. KU denies any remaining allegations contained in the Amended Formal Complaint which are not expressly admitted in the foregoing paragraphs of this Answer.

32. KU notes that after filing their Formal Amended Complaint on July 6, 2026, Complainants made two additional “Supplemental” filings in this docket. The first, filed on July 8, 2026, appears to be correspondence between Mr. Jones and his property manager and a photograph related to claimed damage to an electrical box, which is on the customer’s side of the meter. The second, filed on July 28, 2026, appears to be correspondence related to a dispute between Ms. Saurini and her credit union regarding an overdraft issue. To the extent those supplemental filings contain any allegations against KU that the Commission believes requires a response here, KU denies any and all allegations against KU contained in those supplemental July 8, 2026 and July 28, 2026 filings.

FIRST AFFIRMATIVE DEFENSE

The Amended Formal Complaint fails to set forth any claim upon which relief can be granted by this Commission; therefore, the Commission should dismiss it with prejudice.

SECOND AFFIRMATIVE DEFENSE

The Amended Formal Complaint has failed to set forth a *prima facie* case that KU has violated its tariffs or any statute or Commission regulation, and the Amended Formal Complaint should be dismissed, with prejudice, for that reason.

THIRD AFFIRMATIVE DEFENSE

Complainant Jonathan Jones is not a KU customer on the account that is the subject of this action and he therefore lacks standing to bring some or all of the claims asserted in the Amended Formal Complaint.

FOURTH AFFIRMATIVE DEFENSE

The filed rate doctrine requires that utility companies charge only the rates filed with and approved by the Kentucky Public Service Commission for service.² Kentucky's state and federal courts have recognized and applied the principle,³ and the Commission has labeled the doctrine "the bedrock of utility rate regulation."⁴ Kentucky's treatment of the filed rate doctrine mirrors that of the United States Supreme Court which declared that the filed rate is "'for all purposes, the legal rate....The rights as defined by the tariff cannot be varied or enlarged by either contract or tort of the carrier.'"⁵

Kentucky codifies the filed rate doctrine at KRS 278.160(2):

No utility shall charge, demand, collect, or receive from any person a greater or less compensation for any service rendered or to be rendered than that prescribed in its filed schedules, and no person shall receive any service from any utility for a compensation greater or less than that prescribed in such schedules.⁶

Strict adherence to published tariffs is required, and the Commission prohibits any departure therefrom, "either by agreement or conduct."⁷ Utility companies have no discretion to waive or otherwise refuse to charge a tariffed fee that a customer incurs.⁸ Deviation from the tariffed rates is viewed as discrimination and is strictly proscribed by statute,⁹ case law,¹⁰ and Commission decisions.¹¹ The Commission has repeatedly noted the "strong public policy to ensure rate

² *In the Matter of: North Marshall Water District*, Case No. 95-107, Order at 2 (Ky. PSC Oct. 13, 1995).

³ *Com. ex rel. Chandler v. Anthem Ins. Cos., Inc* 8 S.W.3d 48, 52 (Ky. App. 1999); *Big Rivers Elec. Corp. v. Thorpe*, 921 F. Supp. 460, 464 (W.D. Ky. 1996).

⁴ *In the Matter of: North Marshall*, Case No. 95-107, at 3.

⁵ *Anthem*, 8 S.W.3d at 51, quoting *Keogh v. Chicago & Northwestern Ry.*, 260 U.S. 156, 163 (1922). See also *AT&T v. Central Office Telephone*, 524 U.S. 214 (1998).

⁶ KRS 278.160(2).

⁷ *In the Matter of: North Marshall*, Case No. 95-107, at 2; Cf. *Boone County Sand and Gravel Co. v. Owen County Rural Elec. Cooperative Corp.*, 779 S.W.2d 224 (Ky. App. 1989).

⁸ See *In the Matter of: An Investigation into the Business Practices of Western Pulaski County Water District, Alleged Failure to Comply with Administrative Regulation 807 KAR 5:006, and Alleged Violations of KRS 278.160 and KRS 278.170*, Case No. 2002-00013, Order at 6 (Ky. PSC Aug. 9, 2002).

⁹ KRS 278.160; KRS 278.170; *Boone County Sand and Gravel*, 779 S.W.2d at 226 .

¹⁰ See, e.g., *Sallee Horse Vans, Inc. v. Pessin*, 763 S.W.2d 149, 150 (Ky. App. 1988).

¹¹ See, e.g., *Joyland Kennel, Inc. v. Boone County Water Dist.*, Case No. 96-218, Order at 2 (Ky. PSC May 23, 1996).

uniformity.”¹² The Commission has also recognized that some may view adherence to the filed rate doctrine as “dogmatic,” but that fidelity to the doctrine is necessary and in the public interest; therefore, the filed rate doctrine is “a hard and fast rule which must be applied in all cases.”¹³

WHEREFORE, for the reasons set forth above, Kentucky Utilities Company respectfully requests:

1. that the Formal Amended Complaint be dismissed with prejudice and without further action taken by the Commission;
2. that this matter be closed and removed from the Commission’s docket; and
3. that KU be afforded any and all other relief to which it may be entitled.

Dated: July 30, 2026

Respectfully submitted,



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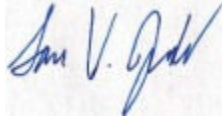
*Counsel for Defendant,
Kentucky Utilities Company*

¹² See *In the Matter of: Leslie County Tel. Co.*, Case No. 95-517, Order at 4 (Ky. P.S.C. June 21, 1996).

¹³ *Id.* at 8.

Certificate of Service

In accordance with the Commission' s Order of July 22, 2021 in Case No. 2020-00085 (Electronic Emergency Docket Related to the Novel Coronavirus COVID-19), this is to certify that the electronic filing has been transmitted to the Commission on July 30, 2026; and that a copy of this filing has been sent via U.S. Mail to Melissa Saurini and Jonathon Jones, 241 Braxton Lane, Lily, Kentucky 40740.

A handwritten signature in blue ink, appearing to read "Sam V. Gidd", is positioned above a horizontal line.

*Counsel for Defendant,
Kentucky Utilities Company*



Mailed 5/6/26 for Account # [REDACTED]

DELINQUENT AMOUNT DUE

\$741.89

FINAL PAY DATE

5/18/26

App, online or phone payments made before 7 pm ET will be posted same day

Account Name:

MELISSA SAURINI

Service Address:

241 BRAXTON LN LOT 17
LILY KY

Payment Options

(fees may apply)

Mobile app - LG&E KU ODP mobile app

Online - lge-ku.com

Phone - (800) 981-0600, press 1-2-3

Customer Service:

For fastest service, use our mobile app, website or automated phone system (800) 981-0600 24 hours a day.

Phone reps available M-F, 7am - 7pm ET.



DISCONNECTION NOTICE

Your account is past due. If the Delinquent Amount Due is not received by the **Final Pay Date**, your service will be subject to disconnection. **Advanced Electric Meters may be remotely disconnected.**

If disconnected: The ENTIRE Delinquent Amount Due must be paid and you must request reconnection through our mobile app, online My Account, or our automated phone system. For same day reconnection, requests must be made by 5 p.m. ET. Requests received after 5 p.m. ET will be reconnected next day. A reconnect fee and deposit may be required as a condition of reconnection. Advanced Electric Meters may be remotely reconnected and will not be charged a reconnection fee.

Unauthorized reconnection of service is punishable by law.



NEED ASSISTANCE?

You may be eligible to receive financial assistance to help you pay your bill.

Please see the back of this notice for community assistance agencies near you.

More information can be found at lge-ku.com/assistance-programs.



TO AVOID DISCONNECTION

Make your payment using our mobile app or one of the options listed above.

Avoid disconnection by paying the entire Delinquent Amount Due; OR by making a Partial Payment AND setting up a Payment Arrangement on the remaining balance before the Final Pay Date on this notice.

Payment Arrangements on eligible past due balances can be made through our mobile app, online via My Account, or by phone (press 1-2-2-1).

Unpaid payment arrangements MUST be paid before a new arrangement can be established.

To avoid future disconnection, pay the agreed-upon payment arrangement amount in addition to the current bill each month by the due date.

The Final Pay Date will not change upon receipt of future bills. If your service is disconnected and you disagree with the reason of termination, call us at **800-981-0600**.

Final Pay Date **5/18/26**

\$741.89

Total Amount Enclosed:

Account # [REDACTED]

Service Address: 241 BRAXTON LN LOT 17



a PPL company

PO Box 771670
St. Louis, MO 63177-1670

MELISSA SAURINI
241 BRAXTON LN LOT 17
LILY, KY 40740-3158



CUSTOMER ASSISTANCE (Continued)

Laurel County

Daniel Boone CAA
188 Dog Patch Trading Center
London, KY 40741
(606) 864-9121
www.danielboonecaa.org

Want to pay cash? Visit checkfreepay.com/en/payment-locator to find locations near you. By accepting or using this barcode to make a payment, you agree to the full terms and conditions, available at vanilladirect.com/pay/terms. After successful payment using this barcode, you may retrieve your full detailed eReceipt at vanilladirect.com/pay/ereceipt. There is a limit of \$500 at some locations. Learn more at lge-ku.com/inperson.



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DOLLAR GENERAL

