

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Todd Koger

v.

C-2019-3013238

C-2020-3020394

BSC Case # 3767867

DUQUESNE LIGHT COMPLAINT

**NEW MATTER**

**AND MOTION TO JOIN C-2020-3020394 AND BSC Case #3767867**

AND NOW, Complainant files the forgoing “New Matter” and “Motion to join C-2020-3020394 and BSC #3767867, and in support thereof the following is now provided.

1. On August 5, 2020, Deputy Chief Administrative Law Judge instructed the complainant to file his “email” motion captioned “New Matter Motion to Reopen Record” by August 19, 2020.
2. The pleading is now filed converts that previously filed into an “e-filing.”

3. Complainant also now incorporates here “that filed by email” and/or other as if set out in full.
4. Complainant incorporates here “that filed at C-2020-3020394 AND BSC Case #3767867” as if set out in full – to join all related issues.
5. Leave to join the “new information” is hereby formally requested by “e-filing” as directed.

**A. BRIEF STATEMENT OF THE NEW MATTER**

6. Testimony from the second hearing established “direct evidence” that the name on the account was knowingly changed by Duquesne Light from Todd Elliott Koger to my son’s name Todd Elliott Koger, Jr. by Qayla Stubbs in apparent “retaliation.”
7. Testimony from the second hearing established “direct evidence” that Duquesne Light employee Qayla Stubbs share “confidential account information with her mom – “Todd Koger had separated from his wife of 25-years.”
8. Testimony from the second hearing established “direct evidence” that Qayla Stubbs’ mother Cindy Stubbs used the “confidential account information she received from her daughter the Duquesne Light employee and visited (unannounced) Todd Koger on several consecutive

days in an attempt re-establish a relationship that ended 25-years earlier with Mr. Koger's marriage to Kellie Dillard.

9. Testimony from the second hearing established "direct evidence" that Qayla Stubbs retaliated on or about August 15, 2018, the day the Complainant and Account Applicant (Todd Koger) refused to "re-establish" a relationship with Cindy Stubbs.
10. Testimony from the second hearing established "direct evidence" that on the same day Qayla's Mother (Cindy Stubbs) was told "Not to come to the residence unannounced, don't call or text anymore, and not to use social media to communicate:" -- A "Security Deposit" was demanded.
11. Testimony from the second hearing established "direct evidence" that on the same day Qayla's Mother (Cindy Stubbs) was told Todd Koger and his wife were still on "go terms" in it was inappropriate for her to be interfering with their marriage – the account was switched to Todd Koger, Jr.
12. Testimony from the second hearing established "direct evidence" that Todd Koger didn't discover that Qayla Stubbs was an Duquesne Light employee until the second hearing (documents with Qayla Stubbs' name was conveniently not shared for the original hearing).

13. Documents with Qayla Stubbs' name was shared only after Todd Koger's objection to the "relevant documentation" wanted introduced into the record of the first hearing "wasn't shared as required by procedure."
14. Discovery of the Duquesne Light documents with Qayla Stubbs name provided "clarification" and an "explanation" for Cindy Stubbs' unannounced visits, telephone calls, text messages, etc." that started the same day Todd Koger made application for "new service."
15. Discovery of the Duquesne Light documents with Qayla Stubbs name provided "clarification" and an "explanation" for the many years of "apparent harassment" Todd Koger identified with testimony during the first hearing.

#### **B. 42 USC 1981, 1983, AND 1985 VIOLATIONS**

16. Despite Testimony from the second hearing establishing "direct evidence" that Todd Elliott Koger, Jr. identified under oath "He has never had any involvement with the 'new service' account that started August 2018," Sandra Zelesnik from LIHEAP testified under oath during a Pennsylvania LIHEAP Appeal Hearing that "Michael Selep" of Duquesne Light (on March 9, 2020), agreed to change the "actual name" on the account bill invoice from Todd Koger (complainant's name) to

Todd Koger, Jr. (sons's name) to allow denial of the federal energy assistance program's entitlements.

17. Despite Testimony from the second hearing establishing "direct evidence" that Todd Elliott Koger, Jr. identified under oath "He has never had any involvement with the 'new service' account that started August 2018," Michael Selep" of Duquesne Light took affirmative acts to violated the complainant's rights under 42 USC 1981, 1983, AND 1985 – He caused the name on the account bill invoice from Todd Koger (complainant's name) to Todd Koger, Jr. (sons's name).
18. Michael Selep" of Duquesne Light, by taking affirmative acts to cause the name on the account bill invoice change from Todd Koger (complainant's name) to Todd Koger, Jr. (sons's name), appears to have violated the complainant's rights under 42 USC 1981, 1983, AND 1985 – He was denied the federal energy assistance program's entitlements.
19. In addition, the Complainant Todd Koger has made a "new" and "second" application for LIHEAP federal energy assistance program entitlements made available because of the coronavirus pandemic, on July 29, 2020 (Ms. Trout 866-857-70950), that have also been denied because of Micheal Selep's intentional act(s).

20. Micheal Selep as a manager with Duquesne Light supervising Qayla Stubbs and the original hearing owed the Complainant Todd Koger a “higher” degree of responsibility under 42 USC 1981, 1983, AND 1985 to prevent retaliation.
21. Micheal Selep has had a “history” with the Complainant Todd Koger (and his family) that involves his name associated with every previous complaint relating to “billing rate being switched to higher rates, denial of the LIHEAP federal energy assistance program’s entitlements, failure to return security deposits, and the like.”
22. Micheal Selep has had a “history” with the Complainant Todd Koger (and his family) that involves his name associated with every previous complaint relating incorrect application of LIHEAP, CAP and the like benefits.
23. Micheal Selep has had a “history” with the Complainant Todd Koger (and his family) that involves his name associated with every previous complaint relating incorrect levels of grants LIHEAP, CAP and the like benefits being applied to Duquesne Light bills.

**C. SERCURITY DEPOSIT ISSUE IS NOW MOOT 24-MONTH PERIOD HAS EXHAUSTED AND THERE HAS BEEN CONTINUED SERVICE**

24. Any claim for the need for a “security deposit” is now moot because 24-months of continued service have taken place.

25. The Complainant has met his responsibility by making payments every month prior to the PUC complaint(s), and the LIHEAP federal energy assistance program’s entitlements would have covered payments for every other month that remained within the 24-month period.

**WHEREFORE**, for the above-stated averments of “NEW” information discovered and affirmative acts of the Respondent Duquesne Light, that have taken place after the first and second hearing, the “New Matter” and related complaints at C-2019-3013238, C-2020-3020394 and BSC Case # 3767867 should be joined together for final deposition.

By: Todd Koger (/s/)

Complainant

**CERTIFICATE OF SERVICE**

I, Todd Koger, Complainant, do hereby certify that the forgoing was served to opposing counsel Emily M. Farah by email [efarah@duqlight.com](mailto:efarah@duqlight.com).

By: Todd Koger (/s/)

**DATED: AUGUST 16, 2020**