

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

TODD ELLIOTT KOGER,

Complainant

V.

C-2023-3038703

**DUQUESNE LIGHT COMPANY,
Respondent.**

MOTION TO OPEN RECORD AND/OR FILING OF “NEW” COMPLAINT

Now, the Complainant petitions to open the record and add additional retaliatory intentional acts, or alternatively, accept the foregoing as a “NEW” supplementary complaint to be joined with the present case C-2023-3038703.

1. Today, December 18, 2023, Complainant received in his mailbox correspondence without a US postal service meter stamp announcing Duquesne Light December 7, 2023, “retaliatory termination” of the Customer Assistance Program (CAP) agreement.
2. Although having establish an “ongoing” agreement to “only” communicate Customer Assistance Program (CAP) issue by email, the Respondent Utility Company identifies an “unable to contact” pretext as the reason for the “retaliatory termination.”
3. Moreover, attorneys for Duquesne Light successfully communicated by email as recent as November 28, 2023 (one week prior to the December 7, 2023 letter).

4. The underlying issues of racism and oppression that accompanied the Koger family's PUC Complaints (C-2023-3038703, C-2019-3013238 and C-2020-3020394) must be addressed. All residents of Pennsylvania deserve fair and equal representation in the PUC administrative process regardless of their color or race.
5. On June 21, 2023, US Attorney Eric G. Olshan from the Western District of Pennsylvania articulated in writing that a "proper referral" from a governmental organization was mandated for his office to become involved.
6. The fact that Duquesne Light's attorney and its witnesses unlawfully and intentionally introduced "knowingly false" sworn testimony to mislead Administrative Judge Conrad A. Johnson during a recent PUC hearing at C-2023-3038703 "denying ever having a business address at 424 S. 2th Street, Pittsburgh, Pa 15203 – The same location as the Wilkinsburg et al attorneys Maiello Brungo & Maiello responsible for GD-05-18165 mandates a referral for a criminal investigation.
7. And the egregious nature of the "October 11, 2023 recently discovered criminal misconduct" so severe that incontrovertible evidence has emerged of a predetermined ploy, conducted in full cognizance, made by Duquesne Light, a utility company with the capability to cause harm, as part of the nefarious conspiracy featuring the unsanctioned appropriation of the "Koger family" home, all in breach of the Racketeer Influenced and Corrupt Organizations Act, and in contravention of 18 U.S.C. § 242.

8. That is, Duquesne Light had a clear obligation which they blatantly disregarded, exemplifying flagrant recklessness and an aim to inflict harm.
9. However, the new alleged criminal misconduct: “Respondent Duquesne Light recently requested a "new meter box" be installed to deliberately install it inaccurately and ineptly, without an indispensably required neutral connection, to inadvertently concede an “on-demand” 15 capacity to perpetuate an electrical arc on the residential panel box within the home, leading to considerable harm to the property, major home appliances, electronic gadgets, elevated utility expenditure/unjustified higher billing and bodily harm.”
10. The alleged acts were confirmed as per a Duquesne Light inspection on the meter box on October 11, 2023, after Xfinity technicians identified for the second time “over-voltage/over current conditions” and failure at the meter box and service point overheating and burning their equipment and wire connection to the home.
11. Upon Duquesne Light's evaluation and confirmation on October 11, 2023, that the "newly installed" meter box lacked the required neutral connection, the company representative “admitted culpability” to the complainant.
12. The Respondent's company representative on October 11, 2023, providing “direct evidence” of the utility company's failure to meet a heightened obligation to prevent foreseeable harm that imposed an unwarranted risk

on the “Koger family” that resulted in years of property damage and harm.

See Commerce Bank/Pa v. First Union Nat’l Bank, 911 A.2d 133, 139.

13. See also Restatement (Second) of Torts Section 302 (1965). Duquesne Light, as an electric service provider, is obligated to not inflict harm on others through proactive actions, in situations where injury is foreseeable; and must be minded to consider the cumulative circumstances 16 associated with installation of a meter box without the required neutral connection.
14. See Seebold v Prison Health Servs. Inc. 618 Pa. 632, at 654, 57 A.3d 1232, at 1246 (2012); quoting Mirnek v. West Penn Power Co., 279 Pa. 188, 191, 123 A. 769, 770 (1924).
15. The PUC Case records at C-2023-3038703, C-2019-3013238 and C-2020-3020394 represent allegations against Duquesne Light, which purportedly includes persistent infringements of civil rights as part of the ongoing criminal collusion plotted with the intention of wrongfully seizing the "Koger family" residence, all in violation of the Racketeer Influenced and Corrupt Organizations Act, and 18 U.S.C. § 242.
16. Behavior executed intentionally over time to purportedly help veil established illegal practices highlighted in the GD-05-18165, GD-13-5081 (the illegal elimination of Todd Elliott Koger, Sr from the 2013 Wilkesburg mayoral election); and the continuing GD-23-3494 disruptions of the 2023 District magistrate judge election.

17. The attorneys representing Duquesne Light shared office space (424 S. 2th Street, Pittsburgh, Pa 15203) with legal counsel employed by Wilkinsburg et al at GD-05-18165. NOTE: Duquesne Light's criminal conspiracy with State Rep. Joe Preston and Wilkinsburg councilwoman Tracy Evans criminal involvement is the backstory facilitating the October 31, 2007 Order of Court at 17 Bankruptcy No. 07-25165 – Federal Judge Bernard Markovitz's determination that Todd Elliott Koger, Jr. is the property owner.
18. On October 11, 2023, both representatives from the Respondent Utility Company Duquesne Light and Xfinity advised Complainant "that burning of the Xfinity equipment, and the detection of an electrical current in Xfinity wiring, served as a warning that the Complainant's residence was in immediate (the unexplained neutral connection not connected) danger.
19. Duquesne Light had an explicit obligation to the Complainant, and they knowingly failed to uphold it, displaying extreme recklessness and intent to cause injury, and now has immediately retaliated by terminating the Customer Assistance Program (CAP) agreement without cause.
20. See also Duquesne Light's recent activity (intentional acts) knowingly done use all of the "Crisis Entitlement" and cause a "denial" of a second LIWAP water assistance application.
21. Complainant seeks actual and punitive damages for the years of harm associated with the Respondent's ongoing pattern of misconduct and the specific damages "identified on October 11, 2023" by both Duquesne Light

and Xfinity technicians (considerable harm to the property, major home appliances, electronic gadgets, elevated utility expenditure/unjustified higher billing and bodily harm).

18 PA.C.S. § 4904 AFFIDAVIT FOR A CRIMINAL COMPLAINT

I, Todd Elliott Koger, Sr., hereby state that the facts set forth above are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to prove the same at a hearing held in this matter. The statements made here are subject to penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

/s/ Todd Elliott Koger
Complainant
515 Kelly Avenue
Pittsburgh, PA 15221

CERTIFICATE OF SERVICE

The forgoing Motion for was e-filed at C-2023-3038703 and served on the forgoing, address as follows:

1. e-Filing: C-2023-3038703 Secretary, Pennsylvania Public Utility Commission, 400 North Street. Harrisburg, PA 17120
2. Administrative Law Judge, Conrad A. Johnson, 301 Fifth Avenue, Suite 220 Piatt Place, Pittsburgh, PA 15222, cojohnson@pa.gov
3. Emily M. Farah, Duquense Light Company, 411 Seventh Avenue, Pittsburgh, PA 15219, efarah@duqlight.com

/s/ Todd Elliott Koger
Complainant
515 Kelly Avenue
Pittsburgh, PA 15221