PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held January 8, 2025

Commissioners Present:

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

Todd Elliott Koger C-2023-3038703

v.

Duquesne Light Company

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions of Todd Elliott Koger (Mr. Koger or Complainant) filed on August 15, 2024, to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Conrad A. Johnson, issued on August 15, 2024, in the above-captioned proceeding. In the Initial Decision, the ALJ dismissed the Formal Complaint (Complaint) filed by Mr. Koger on March 2, 2023. On September 16, 2024, Duquesne Light Company (Duquesne or the Company) filed Replies to Exceptions. On September 23, 2024, Mr. Koger filed a Motion to Strike Replies to Exceptions (Motion to

Strike). On October 15, 2024, Duquesne filed an Answer to the Motion to Strike. For the reasons set forth herein, we shall deny the Exceptions of the Complainant, deny the Motion to Strike, adopt the Initial Decision, and dismiss the Complaint, with prejudice.

I. Background and Procedural History

On March 2, 2023, Mr. Koger filed the Complaint against Duquesne, alleging that Duquesne: (1) has an ongoing pattern of misconduct and bad faith; (2) knowingly violated agreements at Docket Nos. C-2019-3013238 and C-2020-3020394; (3) knowingly withheld the termination notice in January and February 2023, thereby resulting in the Low-Income Home Energy Assistance Program (LIHEAP) repeatedly denying the Complainant's grant application; (4) violated federal statutes, *i.e.*, 42 U.S.C. 1981, 1983 and 1985; (5) terminated his electric service without cause on April 28, 2022; (6) conspired with municipal employees to withhold termination notices, resulting in the denial of his LIHEAP grant; and (7) is involved with municipal employees, who are subject to federal and state criminal and civil proceedings. Complaint at 2-3. For relief, the Complainant requested that the Commission: (1) reopen Docket Nos. C-2019-3013238 and C-2020-3020394; (2) make him whole; (3) issue a restraining order against Duquesne; and (4) award compensatory relief and punitive damages. Complaint at 3.

On March 23, 2023, Duquesne filed an Answer to the Complaint. In its Answer, Duquesne admitted issuing termination notices to the Complainant's service address, on or around February 21, 2023, but the Company denied such termination notices were improper. However, the Company denied withholding termination notices from the Complainant. Duquesne admitted terminating Complainant's electric service on April 28, 2022, for an unpaid balance of $439.33, but denied that such termination was improper. Additionally, the Company alleged the Complainant's account balance at that time was $324.53, all of which was overdue. Duquesne asserted the Complainant

previously filed four other formal complaints in the last five years, and each complaint was closed with the filing of a Certificate of Satisfaction. The Company denied it had violated the terms of any settlement with the Complainant. Finally, Duquesne denied the remaining material allegations of the Complaint. For relief, the Company requested dismissal of the Complaint, with prejudice. Duquesne Answer at 1-4.

On March 23, 2023, the Company also filed Preliminary Objections to the Complaint. Duquesne sought to dismiss the Complaint on grounds the Commission lacked jurisdiction over: (1) federal statutes, *i.e.*, 42 U.S.C. 1981, 1983 and 1985; and (2) the Complainant's requested relief of compensatory and punitive damages.

On June 5, 2023, a First Interim Order was issued sustaining Duquesne's Preliminary Objections that: (1) the Commission lacked jurisdiction over claims rooted in federal statutes; (2) the Commission lacked jurisdiction to award compensatory or punitive damages; and (3) allegations of conspiracy or misconduct involving municipal employees and federal criminal and state civil proceedings constituted scandalous or impertinent matter. Therefore, the ALJ struck these allegations from the Complaint. I.D. at 2.

By Hearing Notice dated June 8, 2023, an Initial Telephonic Hearing was scheduled for August 16, 2023. Additionally, the ALJ issued the Parties a Prehearing Order dated June 8, 2023, informing them about the procedural rules for the hearing.

On August 16, 2023, ALJ Johnson convened the evidentiary hearing in this matter. At the hearing, the ALJ clarified the Complainant's allegations as: (1) Duquesne did not provide reasonable service through a pattern of misconduct and bad faith; (2) Duquesne terminated his service without prior notice; (3) Duquesne colluded with municipal employees to withhold termination notices resulting in the denial of the Complainant's LIHEAP request; and (4) Duquesne failed to honor terms of a Certificate

of Satisfaction. Mr. Koger appeared on behalf of himself, testified on his own behalf, presented no other witnesses, and did not sponsor any exhibits. Emily M. Farah, Esquire, appeared on behalf of Duquesne and called two witnesses: Ms. Roxanne Morris, a supervisor of regulatory consumer relations, and Ms. Jennifer Ervin, a universal services analyst. The Company's witnesses sponsored Exhibits A, B, F, H, and I, which were admitted into the record. I.D. at 3.

On August 17, 2023, the Complainant filed a Motion for Mistrial and New Hearing (Motion for Mistrial). I.D. at 3.

On September 2, 2023, Duquesne filed a Reply to Complainant's Motion for Mistrial (Reply to Motion for Mistrial). I.D. at 4.

On October 11, 2023, an interim order was entered closing the record. I.D. at 4.

On October 12, 2023, the Complainant filed a Motion to Open Record and Add New Claims (Motion to Open Record). I.D. at 4.

On October 31, 2023, Duquesne filed a Reply to the Motion to Open Record. I.D. at 4.

On November 7, 2023, the Complainant filed a November 7, 2023, Supplement to Motion to Open Record Add New Claims (Supplemental Motion). I.D. at 4.

On November 28, 2023, Duquesne filed a Reply to Complainant's Supplemental Motion (Reply). I.D. at 4.

On December 18, 2023, the Complainant filed a Motion to Open Record and/or filing of New Complaint (Second Motion to Open Record). I.D. at 4.

On December 28, 2023, Duquesne filed a Reply to Complainant's Second Motion to Open Record. I.D. at 4.

On May 17, 2024, a Second Interim Order Reopening the Record to Rule On Post Hearing Motions And Reclosing The Record (Second Interim Order) was issued to the parties. The Second Interim Order denied Complainant's post hearing motions. I.D. at 4.

On August 15, 2024, the Commission issued the Initial Decision of ALJ Johnson, in which Mr. Koger's Formal Complaint was dismissed with prejudice. I.D. at 1, 14, 15.

On August 15, 2024, Mr. Koger filed Exceptions.

On September 16, 2024, Duquesne filed Replies to Exceptions.

On September 23, 2024, Mr. Koger filed a Motion to Strike.

On October 15, 2024, Duquesne filed an Answer to the Motion to Strike.

II. Discussion

A. Legal Standards

1. Burden of Proof

As a matter of law, to establish a legally sufficient claim, a complainant must show that the named utility is responsible or accountable for the problem described in the complaint in order to prevail. *Patterson v. The Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990). The offense must be a violation of the Public Utility Code (Code), a Commission Regulation or Order, or a violation of a Commission-approved tariff. 66 Pa.C.S. § 701.

Section 332(a) of the Code provides that a complainant, as the party seeking affirmative relief from the Commission, has the burden of proof. 66 Pa.C.S. § 332(a). The evidentiary burden of proof for actions before the Commission is the "preponderance of the evidence" standard. *Suber v. Pennsylvania Com'n on Crime and Delinquency*, 885 A. 2d 678, 682 (Pa. Cmwlth. 2005) (*Suber*); *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. denied*, 602 A.2d 863 (Pa. 1992) (*Lansberry*); *see also, North American Coal Corp. v. Air Pollution Commission*, 279 A.2d 356 (Pa. Cmwlth. 1971). To establish a fact or claim by a preponderance of the evidence means to offer the greater weight of the evidence, or evidence that outweighs, or is more convincing than, by even the smallest amount, the probative value of the evidence presented by the other party. *See Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854, 855 (Pa. 1950).

The burden of proof comprises two distinct burdens: the burden of production and the burden of persuasion. *Hurley v. Hurley*, 754 A.2d 1283 (Pa. Super. 2000). The burden of production, also called the burden of going forward

with the evidence, determines which party must come forward with evidence to support a particular claim or defense. *Scott and Linda Moore v. National Fuel Gas Distribution*, Docket No. C-2014-2458555 (Final Order entered August 25, 2015) (*Moore*). The burden of production goes to the legal sufficiency of a party's claim or affirmative defense. *Id*. It may shift between the parties during a hearing. If a complainant introduces sufficient evidence to establish the legal sufficiency of the claim, also called a *prima facie* case, the burden of production shifts to the utility to rebut the complainant's evidence. *See Id*. If the utility introduces evidence sufficient to balance the evidence introduced by the complainant, that is, evidence of co-equal value or weight, the complainant's burden of proof has not been satisfied and the burden of going forward with the evidence shifts back to the complainant. The complainant then must provide some additional evidence favorable to the complainant's claim. *Milkie v. Pa. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001) (*Milkie*); *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983) (*Burleson)*.

Having produced sufficient evidence to establish the legal sufficiency of a claim, the party with the burden of proof must also carry the burden of persuasion to be entitled to a favorable ruling. *See Moore*. While the burden of production may shift back and forth during a proceeding, the burden of persuasion never shifts; it always remains on a complainant as the party seeking affirmative relief from the Commission. *See Milkie, Burleson*; *see also, Riedel v. County of Allegheny*, 633 A.2d 1325, 1328, n.11 (Pa. Cmwlth. 1993). It is entirely possible for a party to carry the burden of production but not be entitled to a favorable ruling because the party did not carry the burden of persuasion. *See Moore.* In determining whether a complainant has met the burden of

persuasion, the ultimate factfinder[1] may engage in determinations of credibility, may accept or reject testimony of any witness in whole or in part, and may accept or reject inferences from the evidence. *See Moore* (citing *Suber*).

Finally, adjudications by the Commission must be supported by substantial evidence in the record. 2 Pa.C.S. § 704. "Substantial evidence" is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. *Consolidated Edison Company of New York v. National Labor Relations Board*, 305 U.S. 197, 229, 59 S. Ct. 206, 217 (1983). 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); *Erie Resistor Corp. v. Unemployment Comp. Bd. of Review*, 166 A.2d 96 (Pa. Super. 1961); *Murphy v. Comm. Dept. of Public Welfare, White Haven Center*, 480 A.2d 382 (Pa. Cmwlth. 1984).

2. Adequate, Efficient, Safe and Reasonable Electric Service

The Code makes clear that a public utility has a duty to maintain adequate, efficient, safe, and reasonable service and facilities and to make changes, alterations, and substitutions that are necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. 66 Pa.C.S. § 1501. Section 102 of the Code, defines "service" as:

> Used in its broadest and most inclusive sense, includes any and all acts done, rendered, or performed, and any and all

[1] In formal complaint proceedings, the Commission, not the ALJ, is the ultimate fact-finder; it weighs the evidence and resolves conflicts in testimony. 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. *Milkie*, 768 A.2d at 1220, n. 7 (citing, *inter alia*, 66 Pa.C.S. § 335(a)).

> things furnished or supplied, and any and all facilities used, furnished, or supplied by public utilities . . . .

66 Pa.C.S. § 102. A utility's "service" is not merely confined to the distribution of utility service, but also includes "any and all acts" related to that function. *W. Penn Power Co. v. Pa. PUC*, 578 A.2d 75 (Pa. Cmwlth. 1990). Accordingly, a utility's service of notice of an impending service termination is within the scope of reasonable service.

B. ALJ's Initial Decision[2]

In his Initial Decision, ALJ Johnson made Fourteen (14) Findings of Fact and reached Five (5) Conclusions of Law. I.D. at 5-7, 14-15. The Findings of Fact and Conclusions of Law are incorporated herein by reference and are adopted without comment unless they are either expressly or by necessary implication rejected or modified by this Opinion and Order.

[2] At the outset, we acknowledge that, as discussed below, the ALJ's Initial Decision was based, in part, upon Chapter 14 of the Code, 66 Pa.C.S. §§ 1401-1419 (Chapter 14), and specifically 66 Pa.C.S. §1406, which was in effect and governed the conduct at issue at the time of the conduct in question. We further note that Chapter 14 has subsequently sunset, effective December 31, 2024, according to its provisions, and is not currently in effect. Moreover, the Commission has clarified that its Regulations codified at 52 Pa. Code Chapter 56 shall remain in effect until amended. *See Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered December 24, 2024). The Commission will apply this Statement of Policy in all proceedings related to issues in Chapter 14 until further direction is provided. *Id*. at 7.

Initially, the ALJ noted that caselaw precludes Mr. Koger from relitigating any matters or events occurring before September 21, 2022.[3] The ALJ afforded the Complainant an opportunity to present testimony and evidence concerning his claims of: (1) Duquesne's ongoing pattern of misconduct and bad faith; (2) Duquesne's termination of electric service without cause; (3) Duquesne's involvement with municipal employees to withhold termination notice resulting in the denial of a LIHEAP grant; and (4) Duquesne's failure to honor the terms or provisions of a Certificate of Satisfaction. I.D. at 9-10 (citing Tr. at 12-13). As discussed below, ALJ Johnson found Mr. Koger did not meet his burden of proving that Duquesne violated the Code, a Commission Regulation or Order, or its Commission-approved tariff. I.D. at 14.

ALJ Johnson first addressed Mr. Koger's allegation that Duquesne has a pattern of misconduct and bad faith in providing his electric service. The ALJ explained Mr. Koger's claim that Duquesne did not issue termination notices, therefore preventing the Complainant from receiving LIHEAP assistance. However, ALJ Johnson stated that the record does not support the Complainant's argument. Foremost, the ALJ noted that on February 21, 2023, Duquesne issued Mr. Koger a 10-day termination notice for $633.69, after which the Complainant received LIHEAP grants of: $150.00, on March 2, 2023; and $633.69, on March 22, 2023, respectively. I.D. at 10-11. Next, ALJ Johnson noted Mr. Koger's claim that Duquesne should have issued a termination notice for $1,108.22 that became due on the Complainant's electric bill on February 22, 2023. The ALJ explained that Mr. Koger's $1,108.22 electric bill resulted from a lack of

[3] When a complainant raises issues in a previous formal complaint that are resolved with a Certificate of Satisfaction, to which no objection is taken, the matter becomes final, and the complainant is prohibited from raising the same issues in a subsequent proceeding. See, *Wright v. Phila. Gas Works*, Docket No. C-2013- 2368462 (Opinion and Order entered October 23, 2014) (*Wright*). No objection was filed to the Certificate of Satisfaction in the Complainant's previous formal complaints. *See* I.D. at 3, 9, n. 2, 4.

payment, noting that between September 22, 2022, and February 21, 2023, the Complainant did not make any payment on his Duquesne account. I.D. at 11.

Here, the ALJ found that the Complainant's bad faith allegation is essentially a claim that Duquesne failed to provide him with reasonable service by failing to issue him a termination notice for the February 22, 2023, bill of $1,108.22, and thereby made him ineligible for LIHEAP assistance. First, the ALJ concluded that Mr. Koger's argument is without merit because Duquesne does not administer LIHEAP. Rather, ALJ Johnson explained that LIHEAP is administered, and eligibility is determined, by the Pennsylvania Department of Human Services. Second, the ALJ explained that the Code and the Commission's Regulations authorize utilities like Duquesne to issue termination notices for past due amounts. I.D. at 11 (citing 66 Pa.C.S. § 1406(a)(1)). On February 21, 2023, the Complainant's past due balance was $633.69. Therefore ALJ Johnson opined that requiring Duquesne to issue a termination notice for the anticipated past due amount of $1,108.22 would violate the Code, as the Code only permits a utility to issue a termination notice for an amount that is *currently* past due. Therefore, the ALJ declared Mr. Koger's claim of misconduct and bad faith to be without merit. I.D. at 11-12.

Additionally, ALJ Johnson found the Complainant's allegations to be akin to those in *Murphy v. Duquesne Light Co.*, Docket No. C-2023-3038940 (Opinion and Order entered March 14, 2024 (*Murphy*). Namely, the ALJ stated that the complainant in *Murphy* claimed that Duquesne refused to issue a termination notice during the winter moratorium, preventing the complainant from receiving LIHEAP assistance. Similar to the instant case, ALJ Johnson explained that in *Murphy,* the Commission did not find that Duquesne:

> ...violated the Code, a Commission Regulation or Order, or a Commission-approved tariff when the Company did not issue the Complainant a termination notice for electric service.

I.D. at 12 (citing *Murphy* at 12).

Next, ALJ Johnson addressed Mr. Koger's second allegation that Duquesne terminated his service for 24 hours in 2023, without cause. After Duquesne's witness, Ms. Morris testified that the Company had no record of terminating the Complainant's service in 2023, the ALJ noted that Mr. Koger changed his claim and alleged Duquesne *threatened* to terminate his service. I.D. at 12. ALJ Johnson restated that, on February 21, 2023, Duquesne issued the Complainant a 10-day termination notice for a past due balance of $633.69. However the ALJ explained that the Complainant did not dispute the account balance until March 3, 2023. The ALJ concluded that Duquesne did not violate the Commission's Regulations since, at the time the termination notice was issued, Mr. Koger had not disputed his account balance. *Id.*

Turning to the Complainant's third allegation, ALJ Johnson found that the record does not contain any evidence that Duquesne conspired with municipal employees to withhold termination notices to the Complainant, resulting in the denial of LIHEAP assistance. Therefore, the ALJ dismissed this allegation without further discussion. I.D. at 12.

Finally, ALJ Johnson analyzed Mr. Koger's fourth allegation: that Duquesne failed to honor terms of a Certificate of Satisfaction. The ALJ stated the Complainant did not specify any Certificate of Satisfaction that he claims Duquesne failed to honor. However, through Mr. Koger's testimony, ALJ Johnson garnered that the Complainant has alleged that after the filing of a Certificate of Satisfaction in his prior formal complaints, Duquesne did not issue him a termination notice, making him ineligible for a LIHEAP grant. I.D. at 13.

The ALJ dismissed this argument for several reasons. First, ALJ Johnson noted there is no record evidence that Duquesne issues or withholds termination notices for its customers, thus affecting its customers' LIHEAP eligibility. The ALJ pointed out that Company witness, Ms. Ervin, testified that during the winter moratorium on service shutoffs, *i.e.* December 1 to March 1, Duquesne issues past dues notices to customers with past due account balances. However, the ALJ noted Ms. Ervin's statement that the Company begins issuing 10-day termination notices in February, since the notices are good for sixty (60) days. Lastly, ALJ Johnson recognized that there is no provision in the Commission's statutes or Regulations requiring a utility to issue a customer a termination notice for the purpose of the customer obtaining a LIHEAP grant. Therefore, the ALJ found no merit in Mr. Koger's allegation that Duquesne failed to honor the terms of a Certificate of Satisfaction. I.D. at 14.

Based on his analysis of the record in this proceeding, ALJ Johnson dismissed the Complaint, with prejudice. I.D. at 14.

C. Exceptions and Reply Exceptions

The Complainant's Exceptions[4] consist of a table of contents and three (3) typewritten pages in which the Complainant takes exception to ALJ Johnson's Initial Decision. Additionally, the Complainant attached, as an Appendix, an copy of the Initial Decision.

[4] We note that the format of the Exceptions does not strictly comply with Section 5.533(b) of our Regulations, which requires that each exception be numbered and identify the finding of fact and conclusion of law to which exception is taken and cite to the relevant pages of the Initial Decision. 52 Pa. Code § 5.533(b). Nevertheless, recognizing that the Complainant is appearing *pro se*, we will overlook the formatting issue and accept the Exceptions as filed, pursuant to Section 1.2(a) of our Regulations, 52 Pa. Code § 1.2(a), and consider the merits.

Mr. Koger claims that ALJ Johnson should have recused himself under Rule 2.11 of the Pennsylvania Code of Judicial Conduct due to his involvement in confidential matters in the instant proceeding. Additionally, the Complainant claims he timely and repeatedly identified that ALJ Johnson was obligated to recuse himself based on Rule 2.11. Exc. at 3.

The Complainant further contends that the ALJ:

> …previously served as legal counsel for Todd Elliot Koger, Sr. in a matter concerning Defendants accused of participating in an ongoing RICO conspiracy (identified as case number 24-02040-GLT) in the Bankruptcy Court of Western District of Pennsylvania, in which the Respondent Duquesne Light is implicated, neglected to uphold the mandated neutrality stipulated by law.

Exc. at 2.

Based on the above allegations, Mr. Koger asserts the ALJ failed to properly review the instant case. Exc. at 4.

In its Replies to Exceptions, Duquesne asserts the record does not support the Complainant's allegation that the ALJ was involved in confidential matters in the instant case. Based on the hearing transcript, Duquesne notes that ALJ Johnson recessed the hearing and left the hearing room to allow Mr. Koger and the Company to engage in settlement discussions before the hearing started. Duquesne notes the Complainant's accusation in the Exceptions do not contain any support from the record of the instant proceeding. Therefore, the Company submits that Mr. Koger's assertion that the ALJ should have recused himself is unfounded and should be rejected. R. Exc. at 3.

Furthermore, Duquesne maintains that the record does not support the Complainant's assertion that he previously requested that the ALJ recuse himself. The Company states that Mr. Koger did not call for ALJ Johnson to recuse himself during the evidentiary hearing, nor in his numerous post-hearing motions. Hence, Duquesne avers the Complainant is raising this claim for the first time in his Exceptions. R. Exc. at 3.

Finally, Duquesne proffers that the claim the ALJ served as legal counsel to Mr. Koger, in the Bankruptcy Court for the Western District of Pennsylvania at Docket No. 24-21081-GLT, is baseless. The Company notes that in the matter at Docket No. 24-21081-GLT, ALJ Johnson has not entered his appearance, and the Complainant is appearing *pro se*. R. Exc. at 3-4 (citing R. Exc. Appendix A). Duquesne proffers that given Mr. Koger's lack of explanation or presentation of facts regarding this claim, this allegation presented by the Complainant should be rejected. R. Exc. at 3-4.

The Company ends by affirming that Mr. Koger had an opportunity to be heard at the hearing, and asserting that the ALJ properly weighed the record evidence and correctly found that the Complainant failed to meet his burden of proof. R. Exc. at 5.

D. Mr. Koger's Motion to Strike Replies to Exceptions and Duquesne's Answer

The Complainant, in his Motion to Strike Duquesne's Replies to Exceptions, generally asserts that Duquesne misrepresents facts. However, the bulk of the motion consists of assertions Mr. Koger made in his Exceptions, specifically that ALJ Johnson should have recused himself from the instant case. Motion to Strike at 1-3.

In its Answer, Duquesne states its Replies to Exceptions do not contain any misrepresentation of facts. The Company avers that the Motion to Strike is a misplaced attempt to support the Complainant's claim that the ALJ was required to recuse himself.

Duquesne asserts the Motion to Strike does not contain any factual or legal support to strike its Replies to Exceptions. Answer to Motion to Strike at 1-2.

III. Disposition

On consideration of the record evidence in this proceeding, we shall deny Mr. Koger's Motion to Strike, deny Mr. Koger's Exceptions, and adopt the Initial Decision of ALJ Johnson, consistent with the following discussion.

First, we shall address Mr. Koger's Motion to Strike. As noted by the Company, the Motion to Strike does not provide a credible factual or legal basis for striking Duquesne's Replies to Exceptions. Instead, the Motion to Strike is a collateral attack on ALJ Johnson's Initial Decision, as it merely restates averments made in the Complainant's Exceptions. Therefore, we shall deny Mr. Koger's Motion to Strike.

In his Exceptions, the Complainant insists that ALJ Johnson served as the Complainant's legal counsel in a proceeding in the Bankruptcy Court for the Western District of Pennsylvania, at Docket No. 24-21081-GLT. Due to this representation, Mr. Koger alleges that the ALJ lacked impartiality in the instant case. Therefore, the Complainant baldly asserts that the ALJ should have recused himself under Rule 2.11 of the Pennsylvania Code of Judicial Conduct. Exc. at 1-3. Additionally, the Complainant does not offer any fact or other evidence to support his claim that the ALJ ever entered his appearance in the Complainant's bankruptcy matter at Docket No. 24-21081-GLT, or to support a finding that the ALJ lacked impartiality or failed to uphold his professional responsibility. Finally, we note that Mr. Koger's Exceptions did not identify a fault in any finding of fact or error of law in ALJ Johnson's Initial Decision.

On consideration of the record, we conclude that the Complainant has failed to meet his burden of proof by establishing that Duquesne violated the Code, a

Commission Regulation or Order, or a Commission-approved tariff. Accordingly, we find that ALJ Johnson properly weighed the evidence presented and appropriately dismissed the Complaint, with prejudice. Further we find that the Complainant's assertions of any impropriety by the ALJ lack credibility and are without support in the record. Therefore, we shall deny the Complainant's Exceptions and adopt ALJ Johnson's Initial Decision, consistent with this Opinion and Order.

III. Conclusion

Upon review and consideration of the record in this proceeding, we shall deny the Complainant's Exceptions, deny the Complainant's Motion to Strike, adopt ALJ Conrad A. Johnson's Initial Decision, and dismiss the Complaint, with prejudice, consistent with this Opinion and Order; **THEREFORE,**

IT IS ORDERED:

1. That the Exceptions of Todd Elliott Koger, filed on August 15, 2024, to the Initial Decision of Administrative Law Judge Conrad A. Johnson, issued at Docket No. C-2023-3038703, are denied, consistent with this Opinion and Order.

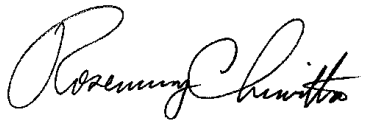
2. That the Motion to Strike the Replies to Exceptions of Duquesne Light Company, filed by Todd Elliott Koger, on September 16, 2024, is denied.

3. That the Initial Decision of Administrative Law Judge Conrad A. Johnson, issued on August 15, 2024, at Docket No. C-2023-3038703 is adopted, consistent with this Opinion and Order.

4. That the Formal Complaint of Todd Elliott Koger, filed on March 2, 2023, at the above docket, is denied and dismissed, with prejudice, consistent with this Opinion and Order.

5. That the proceeding at Docket No. C-2023-3038703 be marked closed.

BY THE COMMISSION,



Rosemary Chiavetta
Secretary

(SEAL)

ORDER ADOPTED: January 8, 2025

ORDER ENTERED: January 8, 2025