

**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**TODD ELLIOTT KOGER, SR., AND  
ELLIOTT-TODD PARKER KOGER  
COMPLAINANT(S)**

**V.**

**NO. C-2025-3054190**

**DUQUESNE LIGHT COMPANY  
RESPONDENT**

**COMPLAINANT(S)' FIRST REQUEST FOR A STAY AND AN EXTENSION OF TIME**

Both Elliott-Todd Parker Koger and Todd Elliott Koger, Sr., certify that on this 3rd day of June, I/we respectfully request the PUC to indefinitely **STAY** and grant an extension of time to file any required pleading in this issue. This Application addresses the grave misconduct that transpired on May 27, 2025, and seeks to preserve the integrity of the judicial process and ensure due process protections.

1. The events of May 27, 2025, constitute an emergency criminal disruption in this proceeding, involving the alleged unlawful seizure and destruction of property and critical evidence, thereby fundamentally prejudicing the Complainant(s) ability to proceed at this point.
2. On May 27, 2025, Isaac Usoroh, identified as a named in related proceedings (24-02040-GLT), allegedly engaged in a series of unlawful actions at the Koger family's residence.
3. Crucial evidence of these events is furnished by the first-hand account of **Stone Anthony Deprado, an employee of All My Sons Moving Company**, who served as a whistleblower.

4. Mr. Deprado's account substantiates claims of severe misconduct that directly prejudice Petitioners' ability to prosecute their claim to the in rem property.

5. **Specifically, Mr. Deprado observed and reported the following egregious acts on May 27, 2025:**

- **Illicit Access and Seizure:** Mr. Usoroh obtained illicit access to the Petitioners' private residence and their sensitive legal and financial documentation. This involved a comprehensive search of the home for financial records and discussions about the necessity to alter discovered case files and shred any evidence supporting their claim to the property.
- **Premeditated Destruction and Spoliation of Evidence:** Mr. Usoroh brought a paper shredder into the residence and intentionally employed it to destroy or conceal the Koger family's case file, legal documents, and the Koger family case file and support evidence.
- **Mr. Deprado was reportedly instructed to "shred" certain documents and to "delete" evidentiary information from the inventory list.**
- This deliberate destruction of the Koger family case files and supporting evidence has rendered it impossible for Elliott-Todd Koger (Koger family as per the February 3, 2022 GD-05-18165 Document No. 73 – Redemption Application PAHAF 19868 affirmed by the Commonwealth Court at 777 CD 2022), to adequately prepare and further present their arguments and necessary documentation in this litigation (Court of Common Pleas, Superior Court, Commonwealth Court, Bankruptcy Court, and United States District Court).

- **Witness Tampering and Subornation of Perjury:** Mr. Deprado identified Mr. Usoroh, as offering him payment to perjure himself as a witness, specifically requesting him to alter the inventory list and criminally mislead the various courts. This conduct constitutes direct witness tampering and subornation of perjury, undermining the truth-seeking function of the judicial process.
- **Obstruction of Justice and Abuse of Process:** The foregoing unlawful actions, including the misuse of legal process, search and seizure of private documents and possessions, deliberate destruction and manipulation of evidence, and attempts to influence a witness, are clear instances of obstruction of justice, abuse of process, and fraudulent inducement, constituting a profound invasion of privacy and violating both Pennsylvania and Federal law.
- **RICO Criminal Conspiracy Allegations:** The described conduct, including evidence tampering and spoliation, is alleged to constitute a pattern of racketeering activity and an alleged misconduct to advance an ongoing 24-02040-GLT RICO criminal conspiracy.

6. The Amended Complaint is filed pursuant to the Rules of Practice and Procedure of the Pennsylvania Public Utility Commission (the "Commission") to address the continued (24-02040-GLT related) egregious conduct and bad faith actions of Duquesne Light in its provision of electric service to the Complainants, specifically concerning the aftermath of a significant electrical event that resulted in a "Total Loss" at the Complainants' residence on October 11, 2023.

7. The Amended Complaint details further acts of bad faith committed by Duquesne Light, particularly its repeated and disingenuous attempts to deny any record of the Koger family's October 11, 2023 "Total Loss" claim, despite documented ongoing discussions between the Complainants and Duquesne Light's legal counsel regarding this very claim up to and including the period immediately preceding an unexplained attorney Megan E. Rulli "written denial of the claim having been filed" on April 3, 2025.
8. The Pennsylvania Public Utility Commission (PUC) has jurisdiction under **Section 1501 of Title 66 of the Pennsylvania Consolidated Statutes**. This section requires public utilities to provide adequate, efficient, safe, and reasonable service and facilities. It also mandates that utilities make necessary repairs, changes, or improvements to ensure the safety and convenience of their patrons, employees, and the public.
9. The PUC has the authority to investigate complaints under Section 1501 and enforce compliance with its regulations. This includes addressing issues related to service quality, safety, and utility operations.
10. The **Ameded Complaint** is brought against Respondent **Duquesne Light Company (Corporation)**, doing business in Pennsylvania, in clear breach of the statutory mandate under **Section 1501 of the Pennsylvania Public Utility Code**.
11. The Amended Complaint is respectfully submitted to the Pennsylvania Public Utility Commission (PUC) to articulate the persistent and demonstrably negligent dereliction of duty by Duquesne Light Company (hereinafter "Duquesne Light") in

contravention of its statutory mandate under **Section 1501 of the Pennsylvania Public Utility Code**, which necessitates the provision of safe, adequate, and reasonable service and facilities.

12. The Amended Complaint alleges a potential violation of additional Pennsylvania law stemming from Duquesne Light's protracted failure to address a hazardous condition at the Koger residence, specifically an "ongoing electrical arc" and/or "no neutral connection", which was initially identified by Duquesne Light's own supervisor on October 11, 2023.
13. The unmitigated hazard has directly obstructed the Koger family's access to the Customer Assistance Program (CAP), evidenced by CLEARResult's repeated refusal to conduct a mandatory Smart Comfort visit, and continues to impose unwarranted financial burdens and potential property damage.
14. This egregious disregard for its statutory obligations persists as recently as March 2025, as evidenced by Duquesne Light's continued failure to rectify the hazardous condition.
15. Moreover, this Formal Amended Complaint identifies instances within the transcript of Bankruptcy Court proceedings where Duquesne Light's legal counsel appears to have intentionally misrepresented material facts to the Court (See also the Respondent's misrepresentation and denial of the Company's South Side Works office location during the most recent PUC hearing).

#### **DISPUTED MATERIAL FACTS**

16. On November 7, 2023, the Koger family provided Duquesne Light with a detailed written account of the damages resulting from the electrical incident at their

property. This communication constituted the formal initiation of their claim for the "Total Loss" sustained on October 11, 2023.

17. Further correspondence regarding this claim ensued, including written information provided by the Complainants to Duquesne Light on June 18, 2024, acknowledging the factual details of the October 11, 2023 incident.
18. The ongoing factual details provided by the Complainants, was being communicated directly with attorneys representing Duquesne Light regarding the October 11, 2023 "Damage Claim", as evidenced by correspondence dated August 14, 2024, and June 18, 2024.
19. These ongoing discussions unequivocally demonstrate Duquesne Light's awareness of the claim.
20. Despite this documented history of communication and the clear articulation of the "Total Loss" claim, Duquesne Light (attorney Megan Rulli), in a communication dated April 3, 2025, erroneously and in bad faith asserted that "there's no documentation for the Koger family's damage claim."
21. This assertion directly contradicts her very own correspondence in the established record and is a deliberate attempt to evade Section 1501 responsibility for the "total loss" damages incurred by the Koger family.
22. The Complainants contend that the electrical issues experienced at their service address, including the "ongoing electrical arc" and/or "no neutral connection" discovered by Duquesne Light's own supervisor on October 11, 2023, were direct and proximate causes of the "Total Loss" they suffered.

23. Duquesne Light has acknowledged receiving the initial claim in their letter dated April 17, 2025, wherein they state that the filing of the claim and not receiving an acknowledgement. This admission further underscores (attorney's Megan Rulli's April 3, 2025), first criminal attempt of a disingenuous denial of any record of the claim.

24. As a direct result of the intentional acts of disingenuous denial of the "Total Loss Claim" the Complainants have experienced significant hardship and financial loss (Duquesne Light's Section 1501 negligence in maintaining its electrical infrastructure and its subsequent bad faith handling of their legitimate claim).

**DUQUESNE LIGHT'S STATUTORY DUTY UNDER SECTION 1501  
AND POTENTIAL VIOLATION OF 66 PA.C.S. § 1505**

25. Duquesne Light has a statutory duty to provide safe, adequate, and reliable service to its customers pursuant to Section 1501 of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1501.

26. The Complainants assert that Duquesne Light violated this duty by failing to properly maintain its infrastructure, which directly led to the electrical event of October 11, 2023, and the resulting "Total Loss" at their residence. The admitted presence of an "ongoing electrical arc" and/or "no neutral connection" prior to the extensive damage clearly indicates a breach of this statutory obligation.

27. Duquesne Light's repeated denial of having any record of the Complainants' "Total Loss" claim, despite clear evidence of ongoing communication with their legal representatives, constitutes a clear act of bad faith. This conduct is particularly egregious as it occurred after months of discussion and shortly before

the lifting of the bankruptcy stay, suggesting a calculated effort to prejudice the Complainants' ability to seek redress.

28. The precedent established in cases such as *P. & C. Hughes v. PA PUC*, No. 827 C.D. 2020, *Povacz v PUC* No. 492 C.D. 2019, *Laura Sunstein Murphy v. PUC* No. 606 C.D. 2019, and *Cynthia Randall and Paul Albrecht v. PUC* No. 607 C.D. 2019 demonstrates the Pennsylvania Commonwealth Court's willingness to hold utility companies accountable for negligence in meter installations and the maintenance of their infrastructure.
29. These cases underscore the principle that utility companies have a responsibility to ensure the safety and reliability of their systems and can be held liable for damages resulting from their failures to do so.
30. Duquesne Light's acknowledged pre-existing issues with the electrical service at the Koger family's residence directly align with the types of negligence for which other utility companies have been held responsible.
31. This encompassing Section 1501 duty necessitates the prompt investigation and rectification of any condition that jeopardizes the safety or adequacy of service, including those precipitating elevated utility bills and potential damage to residential appliances.
32. Duquesne Light's extended failure to remediate "**any harm done**" as per the "ongoing electrical arc" and/or "no neutral connection" since its identification constitutes a clear breach of this fundamental obligation.
33. Beyond Section 1501, Duquesne Light's conduct may also constitute a violation of **66 Pa.C.S. § 1505**, which prohibits unreasonable preferences or prejudices.

By allowing a hazardous condition to persist at the Koger residence, thereby preventing their enrollment in the CAP program – a program designed to assist low-income customers.

34. While presumably providing safe and reliable service to other similarly situated customers, Duquesne Light may be exhibiting an unreasonable **(RACE- BLACK)** prejudice against the Koger family. This is particularly concerning given the documented history of complaints filed by the Koger family regarding service issues.

#### **DUQUESNE LIGHTS ADMISSION OF SECTION 1501 VIOLATIONS**

35. Drawing upon Duquesne Light's (Carolyn K. Cingel) email dated April 17, 2025, it is crucial to delineate precisely what Duquesne Light now admits within this specific document regarding the Koger family's claim.
36. Duquesne Light has acknowledged receiving the claim, which they say was filed online (though the exact date of this initial filing is not explicitly stated in this letter).
37. Moreover, the utility articulates findings from an investigation into an incident that transpired on October 11, 2023.
38. Within this communication, Duquesne Light explicitly states, "The troubleshooter found a loose connection in the meter base, which is owned and maintained by you, the customer. The troubleshooter tightened the connection."
39. ***The very act of a Duquesne Light representative admittedly interacting with and altering a component of a customer's property is deemed foreseeable***

***under Section 1501, as impacting the evidentiary landscape of the Koger family claim.***

40. In light of Section 1501 of the Pennsylvania Public Utility Code, Duquesne Light operating under the regulatory framework of Pennsylvania, is mandated to possess the foresight to recognize that any physical manipulation of a customer's electrical infrastructure, particularly following an incident that could give rise to a legal claim, alters and obscures any and all available evidence relevant to that claim.
41. The Koger family, diligently seeking to manage their utility expenses, pursued enrollment in Duquesne Light's CAP program.
42. A prerequisite for enrollment, as indicated by Duquesne Light, involves a Smart Comfort visit conducted by CLEAResult.
43. However, CLEAResult has refused to inspect the Koger residence on at least three occasions, as documented in correspondence dated April 29, 2024.
44. In this communication, CLEAResult explicitly stated that its representatives "Expressed a concern that Duquesne Light's gross negligence and 'failure to establish a neutral connection' in the service box (identified during an emergency audit by the Duquesne Light Supervisor on October 11, 2023), and the damage that has resulted (without any repair) prevents their involvement at this time."
45. This unequivocal statement directly links CLEAResult's inability to perform the Smart Comfort visit to Duquesne Light's pre-existing and unaddressed negligence concerning the electrical infrastructure, precisely the type of unsafe condition Duquesne Light is obligated to rectify under Section 1501.

46. The Koger family has actively engaged in the process of attempting to resolve the ongoing electrical issues and to enroll in the CAP program. They have communicated with Duquesne Light and CLEAResult, granted access to their property for inspections, and diligently pursued available avenues for assistance.
47. This proactive engagement demonstrates a clear commitment to fulfilling their responsibilities as utility customers.
48. The impediment to resolving the hazardous condition and completing the Smart Comfort visit lies solely with Duquesne Light's protracted inaction in addressing the identified electrical deficiencies, a matter falling squarely within their responsibility under Section 1501.
49. Therefore, the Koger family has exceeded their responsibility by actively seeking a resolution, while Duquesne Light has demonstrably failed to meet its fundamental obligations.

**Duquesne Light's Persistent Failure to Mitigate Harm as of March 2025**

50. Despite being unequivocally aware of the "ongoing electrical arc" and/or "no neutral connection" discovered on October 11, 2023, as acknowledged by their own supervisor, Duquesne Light has failed to undertake the necessary corrective actions to mitigate (**repair this hazardous condition**).
51. This continued negligence is further corroborated by Duquesne Light's correspondence as recently as March 21, 2025, which, while discussing hardship grants, makes no mention of rectifying (**repair**) the underlying electrical hazard.
52. This protracted and deliberate failure to act (**repair**) constitutes an ongoing and egregious violation of Duquesne Light's duty under Section 1501 to provide safe

and reasonable service and to promptly address and resolve known hazardous conditions.

53. The persistence of this dangerous situation not only poses a continued safety risk to the Koger family and their property but also actively prevents their enrollment in the CAP program, thereby exacerbating their financial hardship.

54. Duquesne Light's prolonged inaction (**failure to repair**), despite clear and documented knowledge of the problem, underscores a blatant disregard for its statutory obligations and the well-being of its customers.

**ADDITIONAL DISPUTED FACTS**  
**ONGOING PATTERN OF MISREPRESENTATION BY DUQUESNE LIGHT**

55. During the Bankruptcy Court hearing on September 24, 2024, as clearly identified in the Sworn Transcript, Duquesne Light's legal counsel, Keri Ebeck, appears to have continued the Company's intentional pattern of criminal misconduct (first identified to the Administrative Judge during a recent related PUC hearing).

56. The Sworn Transcript for the September 24, 2024 proceeding clearly identifies attorney Ebeck knowingly and intentionally misrepresented the number of shut-off notices served to the Koger residence. Specifically:

57. On **page 54, paragraph 6**, Ms. Ebeck states, "There was one shut-off notice posted inadvertently on the property."

58. However, Todd Koger, Sr. (not Elliott-Todd as suggested by Duquesne Light) immediately contests this on **page 57, paragraph 19-22**, stating, "**She said there was one shut-off notice. My pleading shows both shut-off notices that**

**were posted to the door. There's copies in the pleading showing there were two shut-off notices, and I indicated today there is now a third."**

59. This direct contradiction in the Sworn Transcribed record suggests that Duquesne Light's legal counsel criminally misrepresented the facts to the Bankruptcy Court regarding the number of shut-off notices issued to the Koger family.

60. During the most recent PUC hearing both Duquesne Light's attorney and management criminally misrepresented facts – Denial of “the company's Southside Works office space.”

### **STATEMENT OF THE RELIEF SOUGHT**

#### **COUNT ONE**

1. Paragraphs 1 through 64 are incorporated by reference as if set forth in full herein.
2. “The performance of a particular duty . . . [which] results from the official station of the party to whom it is directed or from operation of law.”
3. There exists a dispute between Petitioners and Respondents in cases 2025-3054190; C-2024-3049627; C-2023-3038703; C-2020-3020394; C-2019-3013238; and others.

#### **COUNT TWO (DECLARATORY JUDGMENT)**

4. Paragraphs 1 through 67 are incorporated by reference as if set forth in full herein.

5. A party may obtain by Formal Complaint a declaration of existing legal rights, duties, or status of parties by filing.
6. The purpose of a Formal complaint to “settle and to afford relief from uncertainty and insecurity with respect to rights, status, and other legal relations, and is to be liberally construed and administered.”
7. There exists a dispute between Petitioners and Respondents in cases C-2025-3054190; C-2024-3049627; C-2023-3038703; C-2020-3020394; C-2019-3013238; and others.
8. The Formal Complaint process from the PUC would resolve the present controversy between the parties.
9. Therefore, Petitioners are entitled to a decision of its Formal Amended Complaint to resolve the present dispute.

### **PRAYER FOR RELIEF**

**WHEREFORE, PREMISES CONSIDERED**, the Complainants, Todd Elliott Koger, Sr. and Elliott-Todd Parker Koger, respectfully request that the Pennsylvania Public Utility Commission:

- a. Conduct a full and fair investigation into the matters raised in this Amended Complaint.
- b. Find that Duquesne Light Company violated Section 1501 of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1501, by failing to provide safe, adequate, and reliable service, leading to the "Total Loss" at the Complainants' residence on October 11, 2023.

c. Find that Duquesne Light Company engaged in bad faith conduct in its handling of the Complainants' "Total Loss" claim, including the disingenuous denial of any record of said claim.

d. Order Duquesne Light Company to compensate the Koger family for the full extent of the **damages resulting** from the October 11, 2023 electrical event and its **subsequent bad faith actions**.

e. Impose appropriate penalties and sanctions against Duquesne Light Company for its violation of the Public Utility Code and its bad faith conduct.

f. **Order such other and further relief as the Commission deems just and appropriate.**

#### **18 PA.C.S. § 4904 Affidavit**

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

**/s/ Elliott-Todd Parker Koger**  
**/s/ Todd Elliott Koger, Sr.**

#### **CERTIFICATE OF COMPLIANCE**

I certify that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

**/s/ Elliott-Todd Parker Koger**  
**/s/ Todd Elliott Koger**

**515 Kelly Avenue**  
**Pittsburgh, PA 15221**  
**(412) 758-4510**

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TODD ELLIOTT KOGER, SR., AND  
ELLIOTT-TODD PARKER KOGER  
COMPLAINANT(S)

V.

NO. C-2025-3054190

DUQUESNE LIGHT COMPANY  
RESPONDENT

PROPOSED ORDER

**AND NOW**, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, this matter is indefinitely **STAYED**, and the Complainant are granted an **Extension of Time to File** any and all required pleading when the STAY is lifted.

\_\_\_\_\_ J.

**PROOF OF SERVICE**

Both Elliott-Todd Parker Koger and Todd Elliott Koger, Sr., certify that on this the 3rd day of June 2025, I/we have duly provided “**COMPLAINANT(S) FIRST REQUEST FOR A STAY AND AN EXTENSION OF TIME**” served the following on:

Megan E. Rulli, 17th North Second Street 12th Floor, Harrisburg, PA 17101

**/s/ Elliott-Todd Parker Koger**

**/s/ Todd Elliott Koger**

**515 Kelly Avenue  
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