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File #: 207048

August 4, 2025

VIA ELECTRONIC FILING

Matthew Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
Harrisburg, PA 17105-3265

**Re: Todd Elliot Koger, Sr. and Elliot-Todd Parker Koger v. Duquesne Light Company
Docket No. C-2024-3049627**

**Todd Elliott Koger, Sr. and Elliot-Todd Parker Koger v. Duquesne Light Company
Docket No. C-2025-3054190**

Dear Secretary Homsher:

Attached is the Answer of Duquesne Light Company to the Complainants' Motion to Complete Discovery Responses for the above-referenced proceedings. Copies are being provided per the Certificate of Service.

Respectfully submitted,



Megan E. Rulli

MER/dmc
Attachment

cc: The Honorable Jeffrey A. Watson (*via email; w/attachment*)
Certificate of Service

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

VIA EMAIL AND FIRST-CLASS MAIL

Todd Elliott Koger, Sr.
Elliott-Todd Koger
515 Kelly Avenue
Pittsburgh, PA 15221
kogerfriend@gmail.com

Date: August 4, 2025



Megan E. Rulli

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Todd Elliott Koger, Sr. and Elliot-Todd Parker Koger, :
Complainants, :
v. : Docket No. C-2024-3049627
Duquesne Light Company, :
Respondent. :

Todd Elliott Koger, Sr. and Elliot-Todd Parker Koger, :
Complainants, :
v. : Docket No. C-2025-3054190
Duquesne Light Company, :
Respondent. :

**ANSWER OF DUQUESNE LIGHT COMPANY
TO THE COMPLAINANTS'
MOTION TO COMPEL DISCOVERY RESPONSES**

Pursuant to 52 Pa. Code § 5.342(g)(1), Duquesne Light Company (“Duquesne Light” or the “Company”), by and through its attorneys, hereby files this Answer to the Complainants’ Motion to Compel Production of Discovery (“Motion to Compel”) of Todd Elliott Koger, Sr. and Elliot-Todd Parker Koger (“Complainants”). As explained herein, Administrative Law Judge Jeffrey A. Watson (the “ALJ”) should deny the Complainants’ Motion to Compel. Duquesne Light properly objected to the Requests for Production Nos. 3 through 5 and Interrogatories Nos. 2 and 10 of the first set of discovery (“Complainants Set I”) on the grounds that they are not reasonably

calculated to lead to the discovery of admissible evidence, vague, overly broad, unduly burdensome, and improperly seek privileged or confidential settlement information.

Notwithstanding, in the interest of compromise and administrative efficiency and without waiving its objections, Duquesne Light served responses to Requests for Production Nos. 3, 4, and 5 and Interrogatory No. 2 on August 1, 2025. Therefore, the Company maintains that the Complainants' Motion to Compel is moot as to those discovery requests. However, Duquesne Light maintains that the Complainants' Interrogatory No. 10 is not reasonably calculated to lead to the discovery of admissible evidence in this proceeding as it requests information regarding service provided to other customers, and is also vague, overly broad, unduly burdensome, and improperly seeks confidential settlement information. As such, Duquesne Light should not be compelled to answer Interrogatory No. 10.

In support of its Answer, Duquesne Light states as follows:

I. INTRODUCTION

1. On July 11, 2025,¹ the Complainants served Complainants Set I on Duquesne Light via email. A true and correct copy of Complainants Set I is attached as **Appendix A**.

2. On July 21, 2025, Duquesne Light timely served its Objections to Complainants Set I. Specifically, Duquesne Light objected to Requests for Production Nos. 3, 4, and 5 and Interrogatories Nos. 2 and 10. A true and correct copy of Duquesne Light's Objections is attached as **Appendix B**.

3. Also on July 21, 2025, counsel for Duquesne Light followed up with the Complainants via email, expressing a willingness to work with the Complainants informally to

¹ The Complainants served their discovery via email received at 6:26 PM on Thursday, July 10, 2025. Because the discovery responses were served after 4:30 PM, they are deemed to have been served on July 11, 2025. *See* 52 Pa. Code § 1.56(a)(5).

attempt to resolve the Objections. A true and correct copy of this email is attached as **Appendix C**. The Complainants responded to this offer with a demand for settlement but did not make a good faith attempt to informally resolve this discovery dispute prior to filing the instant Motion to Compel.²

4. On July 28, 2025, the Complainants served their Motion to Compel Production of Discovery. In their Motion to Compel, the Complainants clarified that they were not seeking privileged materials but argued that the information sought is relevant to the claims raised in their Complaints. (*See, e.g.*, Motion to Compel at 4-5.)

5. On August 1, 2025, Duquesne Light served its Answers to all but one of the requests contained in Complainants Set I. The Company's service of these Answers was without waiver of its objections, in the interest of compromise and administrative efficiency and based on clarifications made in the Complainants' Motion to Compel. For the reasons explained below, Duquesne Light maintains that Interrogatory No. 10 requests information outside the scope of the instant proceeding and, therefore, the Company should not be compelled to provide a response.

6. Under 52 Pa. Code § 5.321(c), a party is entitled to obtain discovery of any matter not privileged that is relevant to the pending proceeding, or any matter that is reasonably calculated to lead to the discovery of admissible evidence. *Id.*

7. As noted by the Superior Court of Pennsylvania, "While discovery should be liberally allowed, 'fishing expeditions' are not to be countenanced under the guise of discovery." *Land v. State Farm Mutual Ins. Co.*, 600 A.2d 605, 608 (Pa. Super. 1991) (emphasis added).

² The Company maintains that the Complainants' failure to make a good faith attempt to resolve this discovery dispute informally contradicts the ALJ's directive in the Interim order Establishing Initial Litigation Schedule issued July 11, 2025.

8. “[T]he standard for discovery is relevance, not curiosity.” *Pa. PUC v. Pennsylvania-American Water Co.*, Docket Nos. R-2011-2232243, *et al.*, at 22 (July 21, 2011) (Order on Motion to Compel).

9. For the reasons stated in more detail below, Duquesne Light respectfully requests that the ALJ deny the Complainants’ Motion to Compel.

II. COMPLAINANTS’ MOTION TO COMPEL RESPONSES SHOULD BE DENIED

A. OBJECTIONS TO COMPLAINANTS’ FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS AND THINGS, NOS. 3 THROUGH 5

10. Complainants’ First Set of Requests for Production of Documents and Things, Nos. 3 through 5 ask Duquesne Light to produce the following:

3. All field books, hard-copy service logs, work orders, inspection checklists, emergency audit reports, and handwritten notes generated by Duquesne Light employees or its contractors relating to the electrical condition at the Koger residence on October 11, 2023, or any subsequent inspection/repair.
4. All tangible materials (USB drives, CDs, DVDs, memory cards, flash drives, tapes, or binders) containing investigation reports, test data sheets, calibration records, or laboratory analyses performed on equipment or conductors at the Koger site.
5. All hard-copy correspondence, letters, internal memoranda, and interoffice mailings regarding the Koger family’s “Total Loss” claim (including the November 7, 2023 claim submission and any follow-up) and any drafts or attachments thereof.

11. The Company objected to Requests for Production Nos. 3 through 5 on the grounds that the requests as written seek the production of information or documents that are attorney work product or protected by attorney client privilege and are vague, overly broad, and not reasonably calculated to lead to the discovery admissible evidence.

12. First, the Company objected to these requests to the extent that they seek information that would constitute attorney work product or be protected by attorney-client privilege.

13. Matters that are privileged are shielded from discovery by the Commission's regulations. *See* 52 Pa. Code §§ 5.321(c), 5.361(a).

14. Further, Section 5.323(a) of the Commission's regulations states, "[t]he discovery may not include disclosure of the mental impressions of a party's attorney or his conclusions, opinions, memoranda, notes, summaries, legal research or legal theories." 52 Pa. Code § 5.323(a).

15. Second, Duquesne Light objected to Request Nos. 3 through 5 on the grounds that they are vague, overly broad, and not reasonably calculated to lead to the discovery of admissible evidence, to the extent that production of these tangible items includes information related to customers and facilities that are irrelevant to the instant Complaints, and to the extent that the Company does not maintain the requested data or information in the format requested, in the normal course of business.

16. Here, the requests seek production of "tangible materials" and/or "hard copies" of, *inter alia*, entire field books, service logs, CDs, binders, and flash drives, that "contain" information related to the Complainants' damage claim. To the extent that the Company has information responsive to these requests in the format requested, the tangible items requested could include sensitive account information for other customers and details of the Company's distribution system facilities not limited to the Complainants' service address or the instant Complaints. As such, the requests are unreasonably broad as their production could include voluminous records entirely unrelated to the instant Complaints.

17. In addition, the Complainants' requests are improperly vague, overly broad, and unduly burdensome in that the request to produce "[a]ll tangible materials" could include production of the physical hard drives of any Company computers that house information related to the Complainants' allegations. The production of Company hard drives would disrupt the normal course of the Company's business, as these items are relied on by Company employees and operations and would contain records that entirely unrelated to this proceeding. Such a request is wholly disproportionate to the scope of this proceeding.

18. The issues in this proceeding are limited to whether the Company provided reasonable service to the Complainants related to the alleged October 11, 2023, service visit and claims of subsequent damage, and Smart Comfort visit requirements for enrollment in the Company's Customer Assistance Program ("CAP").

19. By asking the Company to produce "all tangible materials" merely containing records related to the Complaints, the Complainants unreasonably request information that goes far beyond the scope of this proceeding.

20. Based on the foregoing, these discovery requests seek the production of information or documents that are attorney work product or protected by attorney client privilege and are vague, overly broad, and not reasonably calculated to lead to the discovery admissible evidence.

21. Notwithstanding, and without waiver of these objections, on August 1, 2025, Duquesne Light served its Answers to Requests for Production Nos. 3, 4, and 5, in the interest of compromise and administrative efficiency.

22. Here, the Complainants clarified in the Motion to Compel that they are not seeking privileged information that would constitute attorney work product and be protected by attorney-

client privilege and are instead seeking routine business records responsive to their requests. Motion to Compel at 5.

23. Based on this clarification, the Company provided non-privileged, responsive documents in its Answers to Requests for Production Nos. 3, 4, and 5 on August 1, 2025.

24. Further, as explained in its Answers, the Company maintains all its records responsive to the Complainants' Requests for Production Nos. 3, 4, and 5 in electronic form.³ As such, the Company provided electronic versions of the requested documentation. Duquesne Light maintains that production of these documents in electronic format provides the Complainants with full and complete responses to these discovery requests and avoids the issues with production for physical inspection identified in the Company's Objections.

25. A true and correct copy of the letter and certificate of service evidencing the service of the Company's Answers is attached hereto as **Appendix D**.

26. Thus, this portion of the Complainants' Motion to Compel is moot.

B. OBJECTIONS TO COMPLAINANTS' FIRST SET OF INTERROGATORIES, NO. 2

27. Complainants' First Set of Interrogatories, No. 2 states:

2. Describe in detail the procedures, search parameters, keywords, custodians, and databases searched in formulating the statement in Megan Rulli's April 3, 2025 correspondence that "there's no documentation for the Koger family's damage claim."

28. Duquesne Light objected to Question No. 2 to the extent that it sought the production of information that is attorney work product or protected by attorney client privilege.

³ As explained in the Company's response to RPD No. 3, there is one responsive record that is maintained in physical form, which the Company stated it is willing to make available for inspection. However, the Company included an electronic version of that record in its response and, therefore, maintains that coordinating physical inspection of that sole record is not necessary.

29. As previously noted, matters that are privileged are shielded from discovery by the Commission's regulations. *See* 52 Pa. Code §§ 5.321(c), 5.361(a).

30. In addition, Section 5.323(a) of the Commission's regulations states, "The discovery may not include disclosure of the mental impressions of a party's attorney or his conclusions, opinions, memoranda, notes, summaries, legal research or legal theories." 52 Pa. Code § 5.323(a).

31. Discussions between Duquesne Light's attorneys and employees regarding legal matters are not discoverable. The interrogatory improperly requests information and communications that are protected by attorney-client privilege and the attorney work product doctrine. Discovery is intended for the discovery of facts and evidence that may be presented at the evidentiary hearing, not the legal opinions of the Company's attorneys that are protected by attorney-client privilege and the attorney work product doctrine. As written, the scope of the interrogatory inappropriately encompasses work product of the Company's attorneys.

32. Based on the foregoing, this interrogatory improperly seeks information protected by attorney-client privilege and the attorney work product doctrine.

33. In the Motion to Compel, the Complainants clarify that this request is not seeking privileged information. *See* Motion to Compel at 5.

34. Considering the Complainants' clarification, and without waiver of this objection, Duquesne Light answered this Interrogatory on August 1, 2025, in the interest of compromise and administrative efficiency. *See* **Appendix D**. The Company's response was provided by Duquesne Light's Claims Specialist, the individual who searched for the records at issue.

35. Thus, this portion of the Complainants' Motion to Compel is moot.

**C. OBJECTIONS TO COMPLAINANTS' FIRST SET OF INTERROGATORIES,
NO. 10**

36. Complainants' Interrogatories – Set I, Question No. 10 asks Duquesne Light to:

Identify all other complaints, incidents, claims, or field reports logged by Duquesne Light from January 1, 2020, through present that involve meter base defects, neutral connection failures, or electrical arcs in your service territory, stating for each the customer name (or account number), date, and resolution.

37. In their Motion to Compel, the Complainants claim that they need this information in order to determine “whether the Koger incident was an isolated event or indicative of a broader patterns of negligence or known hazards with Duquesne Light’s service territory” and that the information is “required for understanding systemic issues that could underpin a gross negligence claim.” Motion to Compel at 5.

38. The Company objected to Question No. 10 on the grounds that the request is not reasonably calculated to lead to the discovery of admissible evidence in this proceeding and is vague, overly broad, unduly burdensome, and improperly seeks confidential settlement information.

39. First, the request is not reasonably calculated to lead to the discovery of admissible evidence because information regarding service provided by Duquesne Light to other customers is irrelevant to whether Duquesne Light violated the Public Utility Code, the Commission’s order or regulations, or the Company’s Commission-approved tariff with regard to the claims raised in the instant Complaints. *See Kitzmiller v. City of Lancaster Water Dep’t*, Docket No. C-2014-2435567 at 11 (June 15, 2018) (Order on Motions to Compel) (“*Kitzmiller*”) (denying complainant’s motion to compel with regard to certain interrogatories “because these interrogatories seek information regarding service provided by Lancaster to other customers, not [the complainant],” determining that “[s]uch service is irrelevant to whether Lancaster violated the

Public Utility Code, a Commission order or regulation or a Commission-approve [sic] tariff of the company.”)

40. As explained in *Kitzmilller*, “Section 701 of the Public Utility Code provides that any person may complain in writing to the Commission regarding the acts or omissions of a public utility.” *See id.* (citing 66 Pa. C.S. § 701). Neither Section 701 nor any other section of the Public Utility Code allows the Complainants to bring claims on behalf of other customers. *See id.* (also finding that Sections 1.21(b) and 1.22(a) of the Commission’s regulations, 52 Pa. Code §§ 1.21(b) and 1.22(a), barred the complainant from representing the interests of other customers because he was not an attorney licensed to practice law in Pennsylvania.)

41. As such, the Complainants’ purported basis for requesting this information, to demonstrate a “pattern” of practice by Duquesne Light or to lay the groundwork for a “gross negligence” claim, are simply outside the scope of the instant proceeding, which solely concerns whether the Company provided reasonable service to the Complainants under Section 1501 of the Public Utility Code. *See* 66 Pa. C.S. § 1501. The information sought by the Complainants regarding service to other customers would not be admissible in the evidentiary hearing.

42. Moreover, the Complainants cannot be permitted to use discovery as a “fishing expedition” to attempt to establish a civil negligence claim against the Company or to satisfy their curiosity regarding the service provided to other customers, as that information is not relevant to these Complaints. *See Land v. State Farm Mutual Ins. Co.*, 600 A.2d 605, 608 (Pa. Super. 1991) (“While discovery should be liberally allowed, ‘fishing expeditions’ are not to be countenanced under the guise of discovery.”) (emphasis added); *see also Pa. PUC v. Pennsylvania-American Water Co.*, Docket Nos. R-2011-2232243, *et al.*, at 22 (July 21, 2011) (Order on Motion to Compel) (“[T]he standard for discovery is relevance, not curiosity.”).

43. Second, the request is vague in that the Complainants fail to define the terms “meter base defects,” “neutral connection failures,” or “electric arcs.” Without clarification as to the meaning of these terms in the context of these Complaints, Duquesne Light cannot reasonably provide a complete and accurate response.

44. Third, the request is overly broad and unduly burdensome to the extent that the Company does not maintain the requested data or information in the format requested, in the normal course of business, or to the extent that it requires the Company to perform a special study or analysis in a non-rate proceeding. *See* 52 Pa. Code § 5.361(b). The request would likely require the Company to perform a special analysis of all service calls since 2020 in order to identify which relate to the issues identified by the Complainants.

45. Fourth, the request is overly broad and unduly burdensome in that it requests records related to the Company’s entire service territory going back nearly five years. The geographic and temporal scope of this request is wholly disproportionate to the scope of the instant Complaints, which relate to an isolated event at a single service address affecting one account, *i.e.*, the Company’s service visit to the Complainants’ service address on October 11, 2023.

46. Finally, the request asks for the “resolution” of other customer claims and complaints. To the extent that any of these alleged claims or complaints were settled, the details of any confidential settlement agreements, as well as the negotiations of those agreements, are inadmissible and not discoverable.

47. Based on the foregoing, this interrogatory is not reasonably calculated to lead to the discovery of admissible evidence in this proceeding and is also vague, overly broad, unduly burdensome, and improperly seeks confidential information.

III. COMPLAINANTS' CLAIMS REGARDING SPOILIATION ARE UNFOUNDED AND SHOULD BE DISREGARDED

48. The Complainants' allegations regarding spoliation are unfounded and should be disregarded.

49. In the Motion to Compel, the Complainants claim that they are concerned with the spoliation of evidence, presumably related to the October 11, 2023, service visit at issue in these Complaints. Motion to Compel at 6.

50. As explained in Section II, *supra*, the Complainant has provided Answers to all but Interrogatory No. 10, which does not concern the service provided to the Complainants or the Complainants' service address.

51. The Complainants have provided no basis or justification for their "concerns of spoliation of evidence" and, therefore, these claims and any requests for relief based thereon should be disregarded.

52. Finally, Duquesne Light notes that it does not oppose the entry of a Protective Order in this proceeding and, to the extent necessary, will work with the Complainants to produce confidential materials pursuant to a duly executed stipulated protective agreement or Protective Order.

IV. CONCLUSION

For the reasons set forth above, Duquesne Light Company respectfully requests that Administrative Law Judge Jeffrey A. Watson deny the Motion to Compel Production of Discovery of Todd Elliott Koger, Sr. and Elliot-Todd Koger, as set forth above.

Respectfully submitted,



Megan E. Rulli (ID # 331981)
Post & Schell, P.C.
17 North Second Street, 12th Floor
Harrisburg, PA 17101-1601
Phone: 717-731-1970
Fax: 717-731-1985
mrulli@postschell.com

Date: August 4, 2025

Attorney for Duquesne Light Company

APPENDIX A

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

**Todd Elliott Koger, Sr.
and Elliot-Todd Parker Koger**

v.

C-2024-3049627

Duquesne Light Company

**Todd Elliott Koger, Sr.
and Elliot-Todd Parker Koger**

v.

C-2025-3054190

Duquesne Light Company

Complainants' First Set of Requests for Production of Documents and Things

Pursuant to 52 Pa. Code § 5.321 and 231 Pa. Code § 4007.3, Complainants Todd Elliott Koger, Sr., and Elliott-Todd Parker Koger hereby request that Duquesne Light Company produce the following tangible things for inspection and copying within the time frame prescribed by the Administrative Law Judge's procedural schedule and the PUC's rules of practice. Please provide the records in electronic format (PDF) via email to kogerfriend@gmail.com. I welcome any clarifications you may need to process this request and would appreciate your response within the mandated time required by law.

1. Any and all physical devices, components, or assemblies removed from the Koger residence's service connection or meter base during or after the October 11, 2023 electrical event, including but not limited to meter sockets, neutral buss bars, grounding straps, and terminal lugs.
2. All original photographs, video recordings, slides, negatives, audio recordings, and physical copies of sketches or diagrams depicting the service equipment, meter base, neutral connection, and surrounding premises taken by Duquesne Light personnel, contractors, or agents from January 1, 2023, to the present.

3. All field books, hard-copy service logs, work orders, inspection checklists, emergency audit reports, and handwritten notes generated by Duquesne Light employees or its contractors relating to the electrical condition at the Koger residence on October 11, 2023, or any subsequent inspection/repair.
4. All tangible materials (USB drives, CDs, DVDs, memory cards, flash drives, tapes, or binders) containing investigation reports, test data sheets, calibration records, or laboratory analyses performed on equipment or conductors at the Koger site.
5. All hard-copy correspondence, letters, internal memoranda, and interoffice mailings regarding the Koger family's "Total Loss" claim (including the November 7, 2023 claim submission and any follow-up) and any drafts or attachments thereof.
6. Any physical copies of CLEAResult Smart Comfort visit refusal notices or related documentation indicating grounds for declining inspection of the Koger residence.
7. All tangible promotional or training materials, bulletins, or manuals that describe Duquesne Light's procedures for preserving evidence or handling property damage claims under Section 1501 of Title 66.

/s/ Todd Elliott Koger, Sr.

/s/ Elliott-Todd Parker Koger

(412) 758-4510

kogerfriend@gmail.com

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

**Todd Elliott Koger, Sr.
and Elliot-Todd Parker Koger**

v.

C-2024-3049627

Duquesne Light Company

**Todd Elliott Koger, Sr.
and Elliot-Todd Parker Koger**

v.

C-2025-3054190

Duquesne Light Company

Complainants' First Set of Interrogatories

Pursuant to 52 Pa. Code § 5.321 and 231 Pa. Code § 4007.3, Complainants Todd Elliott Koger, Sr., and Elliott-Todd Parker Koger hereby request that Duquesne Light Company provide sworn answers to the following interrogatories within the time frame prescribed by the Administrative Law Judge's procedural schedule and the PUC's rules of practice.

Please provide the records in electronic format (PDF) via email to kogerfriend@gmail.com. I welcome any clarifications you may need to process this request and would appreciate your response within the mandated time required by law.

1. State the date, time, and method by which Duquesne Light first received notice—oral or written—of the October 11, 2023 incident at the Koger residence, and identify the individual(s) who logged or recorded that notice.

2. Describe in detail the procedures, search parameters, keywords, custodians, and databases searched in formulating the statement in Megan Rulli's April 3, 2025 correspondence that "there's no documentation for the Koger family's damage claim."

3. Identify every Duquesne Light employee, supervisor, contractor, or agent who inspected, tested, or otherwise examined the Koger service equipment on October 11, 2023, including each person's title, employer, role in the inspection, and any written reports they authored.

4. Detail all physical adjustments, repairs, tightening, or alterations performed on the meter base, neutral connection, or other service components at the Koger residence from October 11, 2023, through the date of your responses, specifying who performed each action, the date, and the reason for the work.

5. Explain the testing protocols, equipment used, calibration schedules, and criteria for passing/failing that Duquesne Light applied when evaluating the meter base, neutral conductor, or grounding system at the Koger property.

6. Identify all communications (including dates, participants, and mediums) between Duquesne Light and CLEAResult concerning the Koger residence, and describe the reasons CLEAResult cited for refusing to perform a Smart Comfort inspection.

7. Provide a narrative of Duquesne Light's policies and procedures for preserving evidence and maintaining original condition of utility property when a customer submits a claim for property damage under Section 1501.

8. Describe all internal risk assessments, hazard analyses, or management approvals (by name and date) concerning the decision not to immediately remediate the “ongoing electrical arc” or “no neutral connection” condition discovered on October 11, 2023.

9. List every payment, credit, hardship grant, or settlement offer extended by Duquesne Light to the Koger family in connection with the October 11, 2023 event, including the date, amount, and form of each transaction.

10. Identify all other complaints, incidents, claims, or field reports logged by Duquesne Light from January 1, 2020, through present that involve meter base defects, neutral connection failures, or electrical arcs in your service territory, stating for each the customer name (or account number), date, and resolution.

I certify the truthfulness of all of the information identified in the Brief and stand ready to provide further sworn testimony and documentation as required. I submit this statement under penalties of 18 Pa. C.S. § 4904, attesting that all facts provided herein are true and correct to the best of our knowledge, information, and belief, and that we are prepared to prove these facts at hearing. _____ DATED: _____

/s/ Todd Elliott Koger, Sr.

/s/ Elliott-Todd Parker Koger

(412) 758-4510

kogerfriend@gmail.com

APPENDIX B

Megan E. Rulli

mrulli@postschell.com
717-612-6012 Direct
717-731-1985 Direct Fax
File #: 211983

July 21, 2025

VIA EMAIL (KOGERFRIEND@GMAIL.COM)

Todd Elliott Koger, Sr.
Elliott-Todd Parker Koger
515 Kelly Avenue
Pittsburgh, PA 15221

**Re: Todd Elliott Koger, Sr. and Elliot-Todd Parker Koger v. Duquesne Light Company
Docket No. C-2024-3049627**

**Todd Elliott Koger, Sr. and Elliot-Todd Parker Koger v. Duquesne Light Company
Docket No. C-2025-3054190**

Dear Sirs:

Attached are the Objections of Duquesne Light Company (“Duquesne Light” or the “Company”) to Requests Nos. 3 through 5 of the Complainants’ First Set of Requests for Production of Documents and Things and Question Nos. 2 and 10 of the Complainants’ First Set of Interrogatories.

Duquesne Light notes that only the filing letter and Certificate of Service are being electronically filed with the Pennsylvania Public Utility Commission.

Copies are being provided as indicated on the Certificate of Service.

Respectfully submitted,



Megan E. Rulli

MER/dmc
Attachment

cc: Matthew Homsher (*Letter and Certificate of Service only*)
Certificate of Service

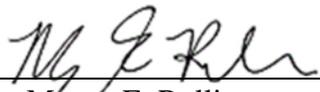
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

VIA EMAIL AND FIRST-CLASS MAIL

Todd Elliott Koger and Elliott-Todd Parker Koger
515 Kelly Avenue
Pittsburgh, PA 15221
kogerfriend@gmail.com

Dated: July 21, 2025



Megan E. Rulli



Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
Harrisburg, PA 17105-3265
EFILING - FILING DETAIL

Date Created	Filing Number
7/21/2025	2843195

Your filing has been electronically received. Upon review of the filing for conformity with the Commission's filing requirements, a notice will be issued acknowledging acceptance or rejection (with reason) of the filing. The matter will receive the attention of the Commission and you will be advised if any further action is required on your part.

The date filed on will be the current day if the filing occurs on a business day before or at 4:30 p.m. (EST). It will be the next business day if the filing occurs after 4:30 p.m. (EST) or on weekends or holidays.

Docket Number: C-2024-3049627
Case Description: C-2025-3054190
Transmission Date: 7/21/2025 4:20 PM
Filed On: 7/21/2025 4:20 PM
eFiling Confirmation Number: 2843195

File Name	Document Type	Upload Date
DLC - Koger (2) and (3) - Filing Letter and COS Serving Objections to Koger Set I.pdf	Certificate of Service	7/21/2025 4:20:07 PM

For filings exceeding 250 pages, the PUC is requiring that filers submit one paper copy to the Secretary's Bureau within three business days of submitting the electronic filing online. Please mail the paper copy along with copy of this confirmation page to Secretary, Pennsylvania Public Utility Commission, 400 North Street, Harrisburg PA 17120 a copy of the filing confirmation page or reference the filing confirmation number on the first page of the paper copy.

No paper submission is necessary for filings under 250 pages.

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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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Todd Elliott Koger, Sr. and Elliot-Todd :
Parker Koger, :
 :
Complainants, :
 : Docket No. C-2025-3054190
v. :
 :
Duquesne Light Company, :
 :
Respondent. :

**OBJECTIONS OF DUQUESNE LIGHT COMPANY TO THE
INTERROGATORIES AND REQUESTS FOR PRODUCTION OF TODD ELLIOTT
KOGER, SR. AND ELLIOT-TODD PARKER KOGER
(SETS I)**

Pursuant to 52 Pa. Code § 5.342(c), Duquesne Light Company (“Duquesne Light” or the “Company”), by and through its attorneys, hereby serves these Objections to Requests Nos. 3 through 5 of the Complainants’ First Set of Requests for Production of Documents and Things and Question Nos. 2 and 10 of the Complainants’ First Set of Interrogatories, which were served by Todd Elliott Koger, Sr. and Elliot-Todd Parker Koger (“Complainants”) on July 10, 2025.

As explained below, Duquesne Light objects to these requests for production and interrogatories on the grounds that they are vague, overly broad, unduly burdensome, irrelevant,

and not reasonably calculated to lead to the discovery of admissible evidence as well as improperly seek confidential settlement information, and improperly seek information, communications, and documents protected by attorney-client privilege and the attorney work product doctrine.

In support, Duquesne Light states as follows:

I. SPECIFIC OBJECTIONS

A. OBJECTIONS TO COMPLAINANTS' FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS AND THINGS, NOS. 3 THROUGH 5

1. Complainants' First Set of Requests for Production of Documents and Things, Nos. 3 through 5 ask Duquesne Light to produce the following:

3. All field books, hard-copy service logs, work orders, inspection checklists, emergency audit reports, and handwritten notes generated by Duquesne Light employees or its contractors relating to the electrical condition at the Koger residence on October 11, 2023, or any subsequent inspection/repair.
4. All tangible materials (USB drives, CDs, DVDs, memory cards, flash drives, tapes, or binders) containing investigation reports, test data sheets, calibration records, or laboratory analyses performed on equipment or conductors at the Koger site.
5. All hard-copy correspondence, letters, internal memoranda, and interoffice mailings regarding the Koger family's "Total Loss" claim (including the November 7, 2023 claim submission and any follow-up) and any drafts or attachments thereof.

2. The Company objects to Request Nos. 3 through 5 to the extent they seek the production of information or documents that are attorney work product or protected by attorney client privilege and are vague, overly broad, and not reasonably calculated to lead to the discovery of admissible evidence.

3. Matters that are privileged are shielded from discovery by the Commission's regulations. *See* 52 Pa. Code §§ 5.321(c), 5.361(a).

4. Further, Section 5.323(a) of the Commission's regulations states, "[t]he discovery may not include disclosure of the mental impressions of a party's attorney or his conclusions, opinions, memoranda, notes, summaries, legal research or legal theories." 52 Pa. Code § 5.323(a).

5. Here, the Complainants fail to specify that the requested documents and communications exclude materials that constitute attorney work product and are protected by attorney-client privilege.

6. Therefore, these requests as written would encompass those protected documents and communications, which are not discoverable.

7. Duquesne Light also objects to Request Nos. 3 through 5 on the grounds that they are vague, overly broad, and not reasonably calculated to lead to the discovery of admissible evidence, to the extent that production of these tangible items includes information related to customers and facilities that are irrelevant to the instant Complaints, and to the extent that the Company does not maintain the requested data or information in the format requested, in the normal course of business.

8. Here, the requests seek production of "tangible materials" and/or "hard copies" of, *inter alia*, entire field books, service logs, CDs, binders, and flash drives, that "contain" information related to the Complainants' damage claim. To the extent that the Company has information responsive to these requests in the format requested, the tangible items requested could include sensitive account information for other customers and details of the Company's distribution system facilities not limited to the Complainants' service address or the instant Complaints. As such, the requests are unreasonably broad as their production could include voluminous records entirely unrelated to the instant Complaints.

9. In addition, the Complainants' requests are improperly vague, overly broad, and unduly burdensome in that the request to produce "[a]ll tangible materials" could include production of the physical hard drives of any Company computers that house information related to the Complainants' allegations. The production of Company hard drives would disrupt the normal course of the Company's business, as these items are relied on by Company employees and operations and would contain records that entirely unrelated to this proceeding. Such a request is wholly disproportionate to the scope of this proceeding.

10. The issues in this proceeding are limited to whether the Company provided reasonable service to the Complainants related to the alleged October 11, 2023, service visit and claims of subsequent damage, and Smart Comfort visit requirements for enrollment in the Company's Customer Assistance Program ("CAP").

11. By asking the Company to produce "all tangible materials" merely containing records related to the Complaints, the Complainants unreasonably request information that goes far beyond the scope of this proceeding.

12. For these reasons, these interrogatories are protected by attorney client privilege, attorney work product doctrine, and are vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

B. OBJECTIONS TO COMPLAINANTS' FIRST SET OF INTERROGATORIES, NO. 2

13. Complainants' First Set of Interrogatories, No. 2 states:

2. Describe in detail the procedures, search parameters, keywords, custodians, and databases searched in formulating the statement in Megan Rulli's April 3, 2025 correspondence that "there's no documentation for the Koger family's damage claim."

14. Duquesne Light objects to Question No. 2 to the extent that it seeks the production of information that is attorney work product or protected by attorney client privilege.

15. Matters that are privileged are shielded from discovery by the Commission's regulations. *See* 52 Pa. Code §§ 5.321(c), 5.361(a).

16. Further, Section 5.323(a) of the Commission's regulations states, "The discovery may not include disclosure of the mental impressions of a party's attorney or his conclusions, opinions, memoranda, notes, summaries, legal research or legal theories." 52 Pa. Code § 5.323(a).

17. Discussions between Duquesne Light's attorneys and employees regarding legal matters are not discoverable. The interrogatory improperly requests information and communications that are protected by attorney-client privilege and the attorney work product doctrine. Discovery is intended for the discovery of facts and evidence that may be presented at the evidentiary hearing, not the legal opinions of the Company's attorneys that are protected by attorney-client privilege and the attorney work product doctrine. As written, the scope of the interrogatory inappropriately encompasses work product of the Company's attorneys.

18. Based on the foregoing, this interrogatory improperly seeks information protected by attorney-client privilege and the attorney work product doctrine.

**C. OBJECTIONS TO COMPLAINANTS' FIRST SET OF INTERROGATORIES,
NO. 10**

19. Complainants' Interrogatories – Set I, Question No. 10 asks Duquesne Light to:

Identify all other complaints, incidents, claims, or field reports logged by Duquesne Light from January 1, 2020, through present that involve meter base defects, neutral connection failures, or

electrical arcs in your service territory, stating for each the customer name (or account number), date, and resolution.

20. The Company objects to Question No. 10 on the grounds that the request is vague, overly broad, unduly burdensome, improperly seeks confidential information, and is not reasonably calculated to lead to the discovery of admissible evidence in this proceeding.

21. The issues in this proceeding are limited to whether the Company provided reasonable service to the Complainants related to the alleged October 11, 2023, service visit and alleged damage claim, and Smart Comfort visit requirements for CAP enrollment.

22. The request is overly broad and not reasonably calculated to lead to the discovery of admissible evidence because information related to the Company's service visits to other service addresses is not relevant to the instant Complaints, which solely concern events related to the Complainants' service address. Moreover, there is simply no basis for the Complainants' request for sensitive details of other customers' accounts, including names, dates of service visits, and account numbers.

23. The request is vague in that the Complainants fail to define the terms "meter base defects," "neutral connection failures," or "electric arcs." Without clarification as to the meaning of these terms in the context of these Complaints, Duquesne Light cannot reasonably provide a complete and accurate response.

24. The request is also vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence to the extent that the Company does not maintain the requested data or information in the format requested, in the normal course of business, or to the extent that it requires the Company to perform a special study or analysis in a non-rate proceeding. *See* 52 Pa. Code § 5.361(b).

25. The request is overly broad and unduly burdensome in that it requests records related to the Company's entire service territory going back nearly five years. The geographic and temporal scope of this request is wholly disproportionate to the scope of the instant Complaints, which relate to an isolated event at a single service address affecting one account, *i.e.*, the Company's service visit to the Complainants' service address on October 11, 2023.

26. In addition, the request asks for the "resolution" of other customer claims and complaints. To the extent that any of these alleged claims or complaints were settled, the details of any confidential settlement agreements, as well as the negotiations of those agreements, are inadmissible and not discoverable.

27. Based on the foregoing, this interrogatory is vague, overly broad, unduly burdensome, improperly seeks confidential information, and is not reasonably calculated to lead to the discovery of admissible evidence in this proceeding.

II. CONCLUSION

WHEREFORE, Duquesne Light Company objects to the Complainants' First Set of Requests for Production of Documents and Things and the Complainants' First Set of Interrogatories of Todd Elliott Koger, Sr. and Elliot-Todd Koger on the grounds that they are vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence as well as improperly seek confidential settlement information, and improperly seek information, communications, and documents protected by attorney-client privilege and the attorney work product doctrine.

Respectfully submitted,


Megan E. Rulli (ID # 331981)
Post & Schell, P.C.
17 North Second Street, 12th Floor
Harrisburg, PA 17101-1601
Phone: 717-731-1970
Fax: 717-731-1985
mrulli@postschell.com

Date: July 21, 2025

Attorney for Duquesne Light Company

APPENDIX C

Rulli, Megan

From: Rulli, Megan
Sent: Monday, July 21, 2025 4:43 PM
To: Todd Elliott Koger
Cc: Al Rasheed, Sophia
Subject: RE: Todd Elliott Koger, Sr. and Elliot-Todd Parker Koger v. Duquesne Light Company Docket Nos. C-2024-3049627, et al.
Attachments: DLC - Koger (2) and (3) - Objections to Complainants' RPD and Int. Sets 1 (FINAL 7.21).pdf

Mr. Koger,

I'm following up to let you know that Duquesne Light is willing to work with you informally to attempt to resolve some of the objections to your discovery requests. Please feel free to contact me via email or at either number below if you would like to discuss.

Thank you,

Megan E. Rulli
Associate
Post & Schell, P.C.
17 North Second Street
12th Floor
Harrisburg, PA 17101

717-612-6012 (Phone)
717-472-0466 (Cell)
717-731-1985 (Fax)
MRulli@PostSchell.com

From: Caley, Danielle <DCaley@PostSchell.com>
Sent: Monday, July 21, 2025 4:22 PM
To: Todd Elliott Koger <kogerfriend@gmail.com>
Cc: Rulli, Megan <MRulli@PostSchell.com>; Brechlin, Michael <mbrechlin@duqlight.com>; Morris, Roxanne D. <rmorris@duqlight.com>; Al Rasheed, Sophia <salrasheed@duqlight.com>
Subject: Todd Elliott Koger, Sr. and Elliot-Todd Parker Koger v. Duquesne Light Company Docket Nos. C-2024-3049627, et al.

Good afternoon,

Attached are the Objections of Duquesne Light Company ("Duquesne Light" or the "Company") to Requests Nos. 3 through 5 of the Complainants' First Set of Requests for Production of Documents and Things and Question Nos. 2 and 10 of the Complainants' First Set of Interrogatories.

Duquesne Light notes that only the filing letter and Certificate of Service are being electronically filed with the Pennsylvania Public Utility Commission.

Copies are being provided as indicated on the Certificate of Service.

Thank you,

Danielle M. Caley
Legal Secretary
Post & Schell, P.C.
17 North Second Street
12th Floor
Harrisburg, PA 17101

717-612-6044 (Phone)
717-731-1985 (Fax)
DCaley@PostSchell.com
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APPENDIX D

Megan E. Rulli

mrulli@postschell.com
717-612-6012 Direct
717-731-1985 Direct Fax
File #: 211983

August 1, 2025

VIA EMAIL (KOGERFRIEND@GMAIL.COM)

Todd Elliott Koger, Sr.
Elliott-Todd Parker Koger
515 Kelly Avenue
Pittsburgh, PA 15221

**Re: Todd Elliott Koger, Sr. and Elliot-Todd Parker Koger v. Duquesne Light Company
Docket No. C-2024-3049627**

**Todd Elliott Koger, Sr. and Elliot-Todd Parker Koger v. Duquesne Light Company
Docket No. C-2025-3054190**

Dear Sirs:

Attached are the Responses of Duquesne Light Company (“Duquesne Light” or the “Company”) to the Complainants’ First Set of Requests for Production of Documents and Things and the Complainants’ First Set of Interrogatories.

Duquesne Light notes that only the filing letter and Certificate of Service are being electronically filed with the Pennsylvania Public Utility Commission.

Copies are being provided as indicated on the Certificate of Service.

Respectfully submitted,



Megan E. Rulli

MER/dmc
Attachment

cc: Matthew Homsher (*Letter and Certificate of Service only*)
Certificate of Service

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

VIA EMAIL AND FIRST-CLASS MAIL

Todd Elliott Koger and Elliott-Todd Parker Koger
515 Kelly Avenue
Pittsburgh, PA 15221
kogerfriend@gmail.com

Dated: August 1, 2025


Megan E. Rulli