

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

**MOTION TO OVERRULE DUQUESNE LIGHT OBJECTIONS
TO REQUESTS FOR ADMISSION AND FOR DEEMED ADMISSIONS**

Complainants, Todd Elliott Koger, Sr. and Elliott-Todd Parker Koger, by and through their undersigned, hereby respectfully move the Pennsylvania Public Utility Commission ("Commission") for an Order **overruling Duquesne Light Company's ("Duquesne Light" or "Company") Objections to Complainants' First Set of Requests for Admission and deeming the subject matters admitted** pursuant to 52 Pa. Code § 5.350.

Duquesne Light's objections are demonstrably unfounded, procedurally deficient, and represent a knowing attempt to evade crucial discovery, thereby necessitating the Commission's intervention to ensure the integrity of the adjudicatory process.

I. Introduction

1. Duquesne Light filed Objections to Requests for Admission (RFAs) Nos. 2, 3, 4, 7, 11, 13, and 15, asserting that these requests are vague, improperly seek legal opinions, or fail to comply with Commission regulations.

2. These assertions are without merit and are contradicted by the clear definitions provided within the Complainants' RFAs, Duquesne Light's own internal documentation, and established Commission precedent governing discovery.

II. Duquesne Light's Objections are Unfounded and Procedurally Deficient

3. Duquesne Light's objections, specifically those citing vagueness and claims of seeking legal opinions, lack substantive foundation.

- **A. Objections Based on Vagueness are Baseless in Light of Explicit Definitions.** Duquesne Light objects to RFAs 2, 3, 4, 7, 11, 13, and 15, alleging vagueness concerning phrases such as "all connections," "on the load side of the meter within it," "explicitly identified," "disclaiming responsibility," "perform maintenance or alterations," "downstream of the meter," "alter or obscure," "electrical condition," "subsequent legal claim," "'strict liability' assertion," "unlawfully 'touched,'" "'Total Loss' claim," "legal representatives," and "documented communications".

- **However, the Complainants' First Set of Requests for Admission explicitly defines critical terms**, including **"Customer-Side Equipment"** as "all conductors and connections on the load side of the meter, including the meter base, neutral buss bars, grounding straps, and terminal lugs, which are the customer's property and maintenance obligation". This precise definition, furnished directly within the discovery requests, **eliminates any legitimate claim of ambiguity** regarding what constitutes the "customer part of the service meter" or "customer-owned wiring or connections downstream of the meter." Duquesne Light's purported inability to provide complete and accurate responses due to these definitions is disingenuous.

- Furthermore, Duquesne Light's own troubleshooting report from October 11, 2023, logged the issue as "customer neutral loose" and indicated it was "tighten[ed] up". An internal claims report also noted a Senior Operator, Darryl Honick, stating he "Checked meter, found neutral in meter base loose. 'Told customer, can get electrician' or he can tighten it up and see what happens. Did favor and tightened neutral". These acknowledgments in Duquesne Light's own records demonstrate its understanding of and operational engagement with the "customer-side" components, rendering its current claims of vagueness baseless.

- **B. Objections Alleging Requests for Legal Opinions are Improper.** Duquesne Light objects to RFAs 3, 4, 7, 11, and 15, contending they improperly seek legal opinions from its witnesses, who are not lawyers.

- Requests for Admission, under 52 Pa. Code § 5.350(a), may properly seek admissions concerning "**the application of law to facts**". The RFAs at issue do not demand a pure legal interpretation of abstract statutes; rather, they seek admissions regarding Duquesne Light's *conduct* in relation to specific regulatory provisions (e.g., 52 Pa. Code § 56.32) and its own tariff, or the foreseeable evidentiary consequences of its actions.

- For instance, RFA 11 asks whether the tightening action "had the potential to alter or obscure evidence". This seeks an admission on a factual consequence of a specific action by Duquesne Light personnel, a matter falling squarely within the scope of permissible discovery, particularly concerning the Company's duty to preserve evidence. Similarly, RFA 15 asks whether a documented action "aligns" with Complainants' assertion, which, while touching on a legal theory, primarily seeks an admission about factual consistency between Duquesne Light's actions and the Complainants' claim.

- Duquesne Light's assertion that its witnesses cannot provide such insights because they are not lawyers is an attempt to shield factual admissions related to the Company's operational compliance with its duties and the foreseeable impact of its actions.

- **C. Failure to Identify Communications in RFA 13 is Not a Valid Basis for Objection.** Duquesne Light objects to RFA 13, which concerns its awareness of the "Total Loss" claim through documented communications, on the grounds of vagueness and Complainants' failure to identify or provide copies of the communications.

- RFA 13 specifies dates of communications (November 7, 2023, June 18, 2024, and August 14, 2024). This level of detail provides Duquesne Light sufficient information to review its own records. The information regarding its "legal representatives" and "documented communications" is inherently within Duquesne Light's possession and knowledge.

- The requirement under 52 Pa. Code § 5.350(a) to serve copies of documents "unless they have been or are otherwise furnished or available for inspection and copying" does not negate the validity of the request when the information sought is within the responding party's exclusive control or internal record-keeping. Duquesne Light's internal email correspondence explicitly acknowledges the online claim and its non-receipt by the claims department despite Complainants' prior detailed written accounts, further undermining its claim of unawareness or inability to identify relevant communications.

III. The Act of Spoliation Constitutes Irremediable Prejudice

4. Complainants have consistently asserted that Duquesne Light's actions on October 11, 2023, specifically the troubleshooter's "tightened the connection" in the meter base, **"removed any and all evidence of the Koger family claims"**.

5. This physical manipulation of electrical infrastructure, particularly following an incident giving rise to a legal claim, **"is foreseeable as impacting the evidentiary landscape"**.
6. This act of spoliation, evidenced by Duquesne Light's own internal reports, constitutes a profound and irretrievable form of prejudice that **cannot be cured by later discovery, regardless of the deadline**. The Commission's duty to ensure "full and fair adjudication" necessitates robust remedies for such spoliation and non-production.

IV. Legal Foundation for Deeming Matters Admitted

7. Duquesne Light's insufficient and improper objections to the Requests for Admission warrant that the matters be deemed admitted.
 - **A. Automatic Admission by Insufficient Objection Under 52 Pa. Code § 5.350.** Pursuant to 52 Pa. Code § 5.350(c), a matter in a Request for Admission is admitted "unless, within 20 days after service of the request, the party to whom the request is directed answers or makes an objection to the matter, signed by the party or by his attorney". Furthermore, 52 Pa. Code § 5.350(f) explicitly states that **"A matter admitted is conclusively established for purposes of the pending action"**.
 - While Duquesne Light served objections, these objections are legally insufficient because they are predicated on claims of vagueness that are negated by the Complainants' explicit definitions and Duquesne Light's own internal records. Objections claiming "legal opinion" are equally, unavailing when the requests pertain to the application of law to facts or the foreseeable consequences of the Company's actions, which are permissible subjects for admission. A mere objection is insufficient unless specifically articulated and accompanied by supporting grounds; formulaic denials or vague claims of "lack of knowledge" without substantiation do not suffice.

Therefore, Duquesne Light's objections are not "proper objections" as required by the regulation, rendering the matters susceptible to automatic admission.

• **B. Commission's Authority to Address Discovery Abuses.** The Commission possesses inherent authority to address discovery abuses pursuant to 66 Pa.C.S. § 331. Where a response is provided but is ambiguous, evasive, or consists primarily of improper objections, the presiding officer shall "rule on the sufficiency" or "order the matters deemed admitted" in cases of continued deficiency. The PUC has routinely granted motions to deem matters admitted, holding that such admitted matters are conclusively established and "may support summary disposition or evidentiary inferences".

• **C. Limited Pathway for Withdrawal or Amendment of Admissions.** Pennsylvania law provides a narrow pathway to withdraw or amend admissions, requiring a motion demonstrating that withdrawal "will be subserved" by presenting the merits of the action and that the requesting party will not be prejudiced. No such meritorious motion has been filed by Duquesne Light.

V. Conclusion and Requested Relief

8. Duquesne Light Company's objections to the Complainants' First Set of Requests for Admission are patently unfounded. Its claims of vagueness are contradicted by the clear definitions provided and its own documented actions. Its assertions of seeking legal opinions misconstrue the permissible scope of Requests for Admission under Commission regulations.
9. This pattern of dilatory and insufficient discovery responses, particularly in light of the alleged spoliation of evidence, constitutes a "knowing withholding and refusal to produce relevant tangible evidence". Such conduct undermines the fundamental obligation of

Duquesne Light, under 66 Pa.C.S. § 1501, to provide "safe, adequate, and reasonable service" and obstructs the Commission's adjudicatory process.

10. For the foregoing reasons, Complainants respectfully request that the Commission:

OVERRULE Duquesne Light Company's Objections to Complainants' First Set of Requests for Admission Nos. 2, 3, 4, 7, 11, 13, and 15.

DEEM all unresponded to Requests for Admission, and those to which Duquesne Light Company has submitted legally insufficient objections, as **ADMITTED** for all purposes of this proceeding pursuant to 52 Pa. Code § 5.350(c) and (f).

GRANT the Complainants' previously filed **Motion for Adverse Inference, Interim Relief, and Referral in its entirety**, including:

- Issuing an **adverse inference instruction** against Duquesne Light regarding the unproduced "Trouble Shooting Inspections" from July 29 and August 14, 2024, and any other relevant withheld documents.
- **Immediately compelling** Duquesne Light to produce all remaining responsive documents and information related to the "Trouble Shooting Inspections" and other outstanding discovery requests.
- **Referring Duquesne Light Company to the Bureau of Investigation & Enforcement (I&E)** for formal enforcement action under 66 Pa.C.S. § 502, including consideration of monetary fines and other appropriate sanctions.

Award Complainants any further relief the Commission deems just and proper to ensure a full and fair adjudication of this matter.

Respectfully,

/s/ Todd Elliott Koger, Sr.
/s/ Elliott-Todd Parker Koger
(412) 758-4510
kogerfriend@gmail.com

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

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**PROPOSED ORDER
MOTION TO OVERRULE DUQUESNE LIGHT OBJECTIONS
TO REQUESTS FOR ADMISSION AND FOR DEEMED ADMISSIONS**

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

This matter comes before the Pennsylvania Public Utility Commission ("Commission") upon Complainants' Motion to Overrule Duquesne Light Company's ("Duquesne Light" or "Respondent") Objections to Requests for Admission and for Deemed Admissions, pursuant to 52 Pa. Code § 5.350 and other applicable authority. Duquesne Light filed objections to Complainants' First Set of Requests for Admission, specifically Requests Nos. 2, 3, 4, 7, 11, 13, and 15. Having reviewed the Motion, Duquesne Light's objections, and the pertinent legal authority, the Commission finds that Duquesne Light's objections are insufficient or invalid as a matter of law, and that the matters should be deemed admitted.

1. Duquesne Light Company's Objections to Requests for Admission are OVERRULED.

- Duquesne Light Company's objections to Requests for Admission Nos. 2, 3, 4, 7, 11, 13, and 15, asserting vagueness, that they improperly seek legal opinions, and/or failure to comply with 52 Pa. Code § 5.350(a), are hereby **OVERRULED**.

- Requests for Admission may properly include "facts, opinions, and the application of law to facts" pursuant to **52 Pa. Code § 5.350(a)**, thereby rendering objections based solely on the request for legal opinions invalid.

- Duquesne Light's assertions of vagueness are insufficient, as the requests are found to be reasonably clear in context or Duquesne Light failed to articulate how such vagueness truly prevented a substantive response.

- Regarding Request No. 13, Duquesne Light's objection for failure to provide copies of referenced communications is overruled, as it has not been sufficiently demonstrated that such documents were not "otherwise furnished or available for inspection and copying" to Duquesne Light.

2. Matters Set Forth in Requests for Admission are DEEMED ADMITTED.

- Duquesne Light Company, having failed to serve sufficient answers or proper objections to Requests for Admission Nos. 2, 3, 4, 7, 11, 13, and 15 within the prescribed 20-day period as required by **52 Pa. Code § 5.350(c)**, the matters set forth therein are hereby **DEEMED ADMITTED** as a matter of law.

- These admissions are **conclusively established** for all purposes of the pending action, pursuant to **52 Pa. Code § 5.350(f)**, unless timely withdrawal or amendment is permitted on motion with a showing that withdrawal serves the merits

and does not prejudice the requesting party. No such meritorious motion has been granted.

- Duquesne Light Company is therefore **bound by these admissions** for all purposes of this proceeding and shall be **precluded** from denying these matters or introducing contrary testimony, evidence, or argument on those points.

- The facts and matters set forth in the aforementioned Requests for Admission shall be **incorporated into the record** and treated as established for dispositive motions and further proceedings in this case.

3. Further Relief.

- Complainants are awarded any further relief the Commission deems just and proper to ensure a full and fair adjudication of this matter.

BY THE COMMISSION,

Administrative Law Judge/Commissioner Name

Date:

APPENDIX ATTACHED AS SEPARATE PDF FILES

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

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

v. C-2024-3049627

Duquesne Light Company

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Duquesne Light Company

Complainants' First Set of Requests for Admissions

Pursuant to 52 Pa. Code § 5.350, Complainants Todd Elliott Koger, Sr. and Elliott-Todd Parker Koger hereby submit the following Requests for Admission to Duquesne Light Company.

These requests pertain to matters within the scope of general discovery, including statements or opinions of fact or law, and the genuineness or authenticity of documents, and are based on information identified by Duquesne Light Company's witnesses with knowledge and first-hand information related to the October 11, 2023 emergency service call to the Koger Family home.

DEFINITIONS:

- **"Service Address" refers to 515 Kelly Avenue, Pittsburgh, PA 15221.**
- **"October 11, 2023 Incident" refers to the electrical event at the Service Address on October 11, 2023, which prompted a service call and subsequent actions by Duquesne Light personnel.**
- **"Customer-Side Equipment" refers to all conductors and connections on the load side of the meter, including the meter base, neutral buss bars, grounding straps, and terminal lugs, which are the customer's property and maintenance obligation.**

- "PUC Regulations" refers to 52 Pa. Code provisions and the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1501 et seq..

- "Duquesne Light Personnel" refers to Duquesne Light Company employees, supervisors, contractors, or agents.

REQUESTS FOR ADMISSION:

1. Admit that on October 11, 2023, Duquesne Light Company's Senior Operator, Darryl Honick, removed the meter cover and physically tightened the customer-side neutral connection in the meter base at the Service Address.

ADMITTED: _____ **DENIED:** _____

2. Admit that the meter base at the Service Address, and all connections on the load side of the meter within it, including the neutral connection, are explicitly identified by Duquesne Light Company as being "owned and maintained by" the customer, not Duquesne Light Company.

ADMITTED: _____ **DENIED:** _____

3. Admit that 52 Pa. Code § 56.32 prohibits Duquesne Light Company from tightening, repairing, or otherwise touching any customer-owned wiring or connections downstream of the meter.

ADMITTED: _____ **DENIED:** _____

4. Admit that Duquesne Light Company's tariff (e.g., Electric Pa. P.U.C. No. 1, Rule 6) incorporates 52 Pa. Code § 56.32, thereby disclaiming responsibility and lacking authority to perform maintenance or alterations on customer-side wiring, including neutral connections.

ADMITTED: _____ **DENIED:** _____

5. Admit that the action of Duquesne Light Company's Senior Operator, Darryl Honick, in tightening the customer-side neutral connection at the Service Address on October 11, 2023, constituted unauthorized physical manipulation of customer-owned electrical infrastructure.

ADMITTED: _____ **DENIED:** _____

6. Admit that Duquesne Light Company's Senior Operator, Darryl Honick, when performing the action described in Request for Admission No. 1, was acting in the course and scope of his employment with Duquesne Light Company.

ADMITTED: _____ **DENIED:** _____

7. Admit that Duquesne Light Company does not possess records detailing the specific training materials, manuals, or bulletins provided to Darryl Honick, or similar field personnel, that explicitly describe the prohibition on tightening, repairing, or otherwise touching customer-owned wiring or connections downstream of the meter, as stipulated by 52 Pa. Code § 56.32 and its own tariff, prior to October 11, 2023.

ADMITTED: _____ **DENIED:** _____

8. Admit that Duquesne Light Company's internal communications confirm that the Koger family "did file an online claim as he received the response but it was not received by the claims department. Not sure why?", as stated in an email from Carolyn Cingel dated April 3, 2025.

ADMITTED: _____ **DENIED:** _____

9. Admit that the internal communication referenced in Request for Admission No. 8 contradicts the statement made by Megan Rulli on April 3, 2025, that "there's no documentation for the Koger family's damage claim."

ADMITTED: _____ **DENIED:** _____

10. Admit that the Duquesne Light Company's troubleshooting report and notes from October 11, 2023, specifically logged the issue as "customer neutral loose" and recorded that it was "tighten[ed] up" as "perm repairs."

ADMITTED: _____ **DENIED:** _____

11. Admit that the tightening of the loose customer-side neutral connection on October 11, 2023, by Duquesne Light Personnel had the potential to alter or obscure evidence relevant to the electrical condition at the Service Address and any subsequent legal claim.

ADMITTED: _____ **DENIED:** _____

12. Admit that any and all physical evidence relevant to the electrical condition "loose customer-side neutral connection" on October 11, 2023, is no longer available, as per the intentional acts of a Duquesne Light employee.

ADMITTED: _____ **DENIED:** _____

13. Admit that Duquesne Light Company was aware of the Koger family's "Total Loss" claim related to the October 11, 2023 Incident through documented communications with its legal representatives as early as November 7, 2023, and continuing through June 18, 2024, and August 14, 2024.

ADMITTED: _____ **DENIED:** _____

14. Admit that the Duquesne Light Company's internal claims report, dated July 31, 2025 (File No. G23-10-0020-000), includes notes from Carolyn Cingel stating, "Spoke with Darrel Konick on 4/4/25 who responded to the trouble call. ... Checked meter, found neutral in meter base loose. Told customer, can get electrician or he can tighten it up and see what happens. Did favor and tightened neutral."

ADMITTED: _____ **DENIED:** _____

15. Admit that the action of Duquesne Light Company's Senior Operator, Darryl Honick, in tightening the customer-side neutral connection as a "favor" to the customer, as noted in Duquesne Light's internal claims report, aligns with the Complainants' "strict liability" assertion that Duquesne Light Personnel unlawfully "touched" their property.

ADMITTED: _____ **DENIED:** _____

INSTRUCTIONS: Each Request for Admission must be answered separately and fully in writing, under oath. If any request is denied in whole or in part, specify which portions are admitted and which are qualified or denied, along with the specific reasons for such denial. Objections must state the precise basis. Failure to serve an answer or objection within the time frame prescribed by the Administrative Law Judge's procedural schedule and PUC's rules of practice will result in the automatic admission of each matter requested. Matters admitted are conclusively established for all purposes in this proceeding

/s/ Todd Elliott Koger, Sr.
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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Todd Elliott Koger, Sr. and Elliot-Todd Parker Koger, :
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Complainants, :
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Todd Elliott Koger, Sr. and Elliot-Todd Parker Koger, :
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**OBJECTIONS OF DUQUESNE LIGHT COMPANY TO THE
REQUESTS FOR ADMISSION
OF TODD ELLIOTT KOGER, SR. AND ELLIOT-TODD PARKER KOGER**

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. 2, 3, 4, 7, 11, 13, and 15 of the Complainants’ First Set of Requests for Admission (“Requests for Admission”), which were served by Todd Elliott Koger, Sr. and Elliot-Todd Parker Koger (“Complainants”) on August 5, 2025.

As explained below, Duquesne Light objects to these requests for admission on the grounds that they are vague, fail to comply with the Commission’s regulations, and improperly seek legal opinions.

In support, Duquesne Light states as follows:

I. SPECIFIC OBJECTIONS

A. OBJECTIONS TO REQUEST FOR ADMISSION NO. 2

1. Request for Admission No. 2 states:
 2. Admit that the meter base at the Service Address, and all connections on the load side of the meter within it, including the neutral connection, are explicitly identified by Duquesne Light Company as being “owned and maintained by” the customer, not Duquesne Light Company.
2. The Company objects to Request for Admission No. 2 because it is vague.
3. This request uses a number of vague and undefined phrases such as “all connections,” “on the load side of the meter within it,” and “explicitly identified” and fails to specify which facilities the Company is being asked to identify as customer-owned. Without clarification as to the meaning of these phrases and identification of the facilities at issue, Duquesne Light cannot reasonably provide a complete and accurate response.

4. For these reasons, Request for Admission No. 2 is vague.

B. OBJECTIONS TO REQUESTS FOR ADMISSION NOS. 3, 4, AND 7

5. Requests for Admission Nos. 3, 4, and 7 state:
 3. Admit that 52 Pa. Code § 56.32 prohibits Duquesne Light Company from tightening, repairing, or otherwise touching any customer-owned wiring or connections downstream of the meter.
 4. Admit that Duquesne Light Company's tariff (e.g., Electric Pa. P.U.C. No. 1, Rule 6) incorporates 52 Pa. Code § 56.32, thereby disclaiming responsibility and lacking authority to

perform maintenance or alterations on customer-side wiring, including neutral connections.

7. Admit that Duquesne Light Company does not possess records detailing the specific training materials, manuals, or bulletins provided to Darryl Honick, or similar field personnel, that explicitly describe the prohibition on tightening, repairing, or otherwise touching customer-owned wiring or connections downstream of the meter, as stipulated by 52 Pa. Code § 56.32 and its own tariff, prior to October 11, 2023.

6. Duquesne Light objects to Requests for Admission Nos. 3, 4, and 7 because they are vague and call for legal opinions.

7. The requests are vague because 52 Pa. Code § 56.32 concerns security deposits and Electric Pa. P.U.C. No. 1 is not the Company's currently effective tariff. Neither does Rule 6 of the Company's currently effective tariff contain any provisions relating to Section 56.32 or prohibiting the Company from physically interacting with customer-owned facilities. Because it is unclear what provisions of the Company's tariff or the Commission's regulations the Complainants are referencing, Duquesne Light cannot reasonably provide complete and accurate responses to these requests.

8. These requests also contain vague and undefined phrases such as "disclaiming responsibility," "perform maintenance or alterations," and "downstream of the meter." Without clarification as to the meaning of these phrases, Duquesne Light cannot reasonably provide complete and accurate responses to these requests.

9. Further, these requests improperly seek legal opinions about the meaning of the Commission's regulations and their application to the Company's Commission-approved tariff. Duquesne Light's witnesses are not lawyers who can provide legal opinions. Discovery is intended for the discovery of facts and evidence that may be presented at the evidentiary hearing, not the

legal opinions of Duquesne Light’s attorneys that are protected by attorney-client privilege and the attorney work product doctrine.

10. For these reasons, Requests for Admission Nos. 3, 4, and 7 are vague and improperly seek legal opinions.

C. OBJECTIONS TO REQUESTS FOR ADMISSION NOS. 11 AND 15

11. Requests for Admission Nos. 11 and 15 state:

11. Admit that the tightening of the loose customer-side neutral connection on October 11, 2023, by Duquesne Light Personnel had the potential to alter or obscure evidence relevant to the electrical condition at the Service Address and any subsequent legal claim.

15. Admit that the action of Duquesne Light Company's Senior Operator, Darryl Honick, in tightening the customer-side neutral connection as a “favor” to the customer, as noted in Duquesne Light's internal claims report, aligns with the Complainants' “strict liability” assertion that Duquesne Light Personnel unlawfully “touched” their property.

12. Duquesne Light objects to Requests for Admission Nos. 11 and 15 because they are vague and call for legal opinions.

13. These requests use a number of vague and undefined phrases such as “alter or obscure,” “electrical condition,” “subsequent legal claim,” “‘strict liability’ assertion,” and “unlawfully ‘touched.’” Without clarification as to the meaning of these phrases, Duquesne Light cannot reasonably provide a complete and accurate response.

14. Further, the requests improperly seek legal opinions regarding Complainants’ case. Request for Admission No. 11 asks the Company’s witness to opine on whether hypothetical evidence relevant to a potential legal claim existed at the Complainants’ service address on October 11, 2023, while Request for Admission No. 15 asks the Company’s witness to opine on the legal effect a Duquesne Light statement may have on the Complainants’ “‘strict liability’ assertion.”

Duquesne Light's witnesses are not lawyers who can provide legal opinions. Discovery is intended for the discovery of facts and evidence that may be presented at the evidentiary hearing, not the legal opinions of Duquesne Light's attorneys that are protected by attorney-client privilege and the attorney work product doctrine.

15. Based on the foregoing, Requests for Admission Nos. 11 and 15 are vague and improperly seek legal opinions.

D. OBJECTIONS TO REQUEST FOR ADMISSION NO. 13

16. Request for Admission No. 13 states:

13. Admit that Duquesne Light Company was aware of the Koger family's "Total Loss" claim related to the October 11, 2023 Incident through documented communications with its legal representatives as early as November 7, 2023, and continuing through June 18, 2024, and August 14, 2024.

17. The Company objects to Request for Admission No. 13 on the grounds that the request is vague and fails to comply with the Commission's regulations governing requests for admission.

18. Request for Admission No. 13 uses a number of vague and undefined phrases such as "Total Loss' claim," "legal representatives," and "documented communications." Without clarification as to the meaning of these phrases, Duquesne Light cannot reasonably provide a complete and accurate response.

19. The Complainants also fail to identify or provide copies of the communications referenced in the requests, as required by 52 Pa. Code § 5.350(a). *See* 52 Pa. Code § 5.350(a) ("Copies of documents shall be served with the request unless they have been or are otherwise furnished or available for inspection and copying."). If the Complainants seek to establish whether and when the Company received certain correspondence, or the contents of that correspondence,

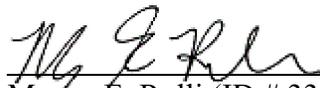
they must clearly identify or provide copies of the correspondence at issue so that the Company has the opportunity to review its records and provide a complete and accurate response.

20. Based on the foregoing, Request for Admission No. 13 is vague and fails to comply with the Commission's regulations governing requests for admission.

II. CONCLUSION

WHEREFORE, Duquesne Light Company objects to the First Set of Requests for Admission of Todd Elliott Koger, Sr. and Elliot-Todd Koger on the grounds that they are vague, fail to comply with the Commission's regulations, and improperly seek legal opinions.

Respectfully submitted,



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Date: August 15, 2025

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