
Megan E. Rulli

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

September 8, 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 Elliott Koger, Sr. and Elliot-Todd Parker Korger 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 please find the Answer of Duquesne Light Company (“Duquesne Light” or “Company”) to the First and Second Motions to Overrule Objections to Duquesne Light Requests for Deemed Admissions (“Motions to Overrule Objections”) of Todd Elliott Koger, Sr. and Elliot-Todd Parker Koger (“Complainants”), for the above-referenced proceedings.

In addition, Duquesne Light notes that there are currently four discovery motions filed by the Complainants pending at the above-referenced dockets. Duquesne Light’s attempts to resolve these discovery disputes informally have been rejected by the Complainants outright. However, the Company believes that acceptable compromises can be reached regarding the Requests for Admission at issue in the instant Answer. As such, the Company respectfully requests that a prehearing conference be convened in this matter in order to help resolve some or all of the pending discovery disputes. This request is being made pursuant to page 6 of the Interim Order Establishing Litigation Schedule issued on July 11, 2025, in the above-referenced proceedings.

Copies are being provided per the Certificate of Service.

Matthew Homsher, Secretary
September 8, 2025
Page 2

Respectfully submitted,



Megan E. Rulli

MER/dmc
Attachment

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

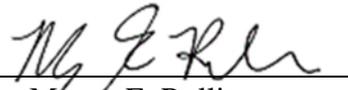
CERTIFICATE OF SERVICE

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

Dated: September 8, 2025



Megan E. Rulli

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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

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

**ANSWER OF DUQUESNE LIGHT COMPANY TO
THE FIRST AND SECOND MOTIONS TO
OVERRULE OBJECTIONS TO REQUESTS FOR DEEMED ADMISSIONS
OF TODD ELLIOTT KOGER, SR. AND ELLIOT-TODD PARKER KOGER**

Pursuant to 52 Pa. Code § 5.61, Duquesne Light Company (“Duquesne Light” or the “Company”), by and through its attorneys, hereby files this Answer to the First and Second Motions to Overrule Duquesne Light Objections to Requests for Deemed Admissions (“Motions to Overrule Objections”) 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’ Motions. Duquesne Light properly objected to the Requests for Admission Nos. 2, 3, 4, 7, 11, 13, and 15 (“Complainants Set I RFAs”) on the grounds that they

are vague, fail to comply with the proper form of requests for admission as required by the Commission's regulations, and improperly seek legal opinions. In their Motions, the Complainants also raise a number of inappropriate factual allegations and requests for relief that are wholly unrelated to the current discovery dispute. These allegations and requests for relief should be disregarded completely, as they are factual issues in dispute in this proceeding that can only be decided through the presentation of evidence at hearings.

In addition, Duquesne Light notes that there are currently four discovery motions filed by the Complainants pending at the above-captioned dockets. Duquesne Light's attempts to resolve these discovery disputes informally have been rejected by the Complainants outright. However, the Company believes that acceptable compromises can be reached regarding the Requests for Admission discussed below. As such, the Company respectfully requests that a prehearing conference be convened in this matter in order to help resolve some or all of the pending discovery disputes. This request is being made pursuant to page 6 of the Interim Order Establishing Litigation Schedule issued on July 11, 2025, in the above referenced proceedings, which states that "[a]ny Party may request a prehearing conference . . . in writing, with a copy of the request to be prov[id]ed to the opposing party and the undersigned presiding officer."

In support thereof, Duquesne Light states as follows:

I. INTRODUCTION

1. On August 5, 2025, the Complainants served Complainants Set I RFAs on Duquesne Light via email. A true and correct copy of Complainants Set I RFAs is attached as **Appendix A**.

2. On August 15, 2025, Duquesne Light timely served Objections to Complainants Set I RFAs. Specifically, Duquesne Light objected to Requests for Admission Nos. 2, 3, 4, 7, 11, 13, and 15. A true and correct copy of Duquesne Light's Objections is attached as **Appendix B**.

3. Also on August 15, 2025, counsel for Duquesne Light followed up with the Complainants via phone call, expressing a willingness to work with the Complainants informally to attempt to resolve the Objections. The Complainants refused to engage in a good faith conversation regarding the Objections, made no attempt to reach a compromise, and abruptly ended the conversation.

4. On August 18, 2025, the Complainants served their First Motion to Overrule Duquesne Light Objections to Requests for Deemed Admission.

5. On August 25, 2025, Duquesne Light served its Answers to the remaining requests contained in Complainants Set I RFAs. A true and correct copy of the letter and certificate of service evidencing service of these responses is attached as **Appendix C**.

6. On August 27, 2025, the Complainants served their Second Motion to Overrule Duquesne Light Objections to Requests for Deemed Admission.

7. For the reasons stated in more detail below, Duquesne Light respectfully requests that the ALJ deny the Complainants' Motions to Overrule Objections.

II. THE COMPLAINANTS' MOTIONS TO OVERRULE OBJECTIONS SHOULD BE DENIED

A. OBJECTIONS TO REQUEST FOR ADMISSION NO. 2

8. 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.

9. The Company objected to Request for Admission No. 2 because it is vague.

10. 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.

11. In their First Motion, the Complainants claim that this request is not vague because they included a definition of “Customer-Side Equipment” with their Requests. First Motion at 2. However, the Complainants failed to use their defined term “Customer-Side Equipment” in Request No. 2, which contributes to the vagueness of the request. None of the terms identified by Duquesne Light in Paragraph 10, *supra*, were defined by the Complainants.

12. The Complainants also claim that the request is not vague because the Company has referenced customer-owned facilities in response to other discovery requests. First Motion at 3. The Complainants misunderstand the Company’s objections. The Company does not object because it does not know which facilities it classifies as customer owned. Rather, the Company objects to being asked to admit that *unidentified* facilities are customer-owned. Without knowledge of what facilities are being referenced by the Complainants in this request, the Company cannot provide an accurate response.

13. In addition, this request encompasses multiple unidentified facilities in a single request, while the Commission’s regulations require that “[e]ach matter of which an admission is requested shall be separately set forth.” 52 Pa. Code § 5.350(b). The Company maintains that if the Complainants want the Company to admit or deny that specific electric facilities are customer-owned, the Complainants must separately identify the facilities at issue so that the Company can

respond accurately. Alternatively, the Complainants have the ability to propound discovery asking the Company to identify which facilities at the service address it considers to be customer-owned.

14. As written, the Request is simply too vague, and the Company cannot reasonably provide a complete and accurate response.

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

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

16. 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.

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

18. 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, these requests are unreasonably vague, and Duquesne Light cannot reasonably provide complete and accurate responses to these requests.

19. In their Motions, the Complainants fail to clarify how these cited provisions relate to the instant Complaints or to provide updated references to the authorities they claim impose the duties stated. As such, these Requests continue to lack basic clarity.

20. These requests also string together a number of 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. Further, the use of compound phrasing in these requests adds to their ambiguity and fails to set forth each matter to be admitted separately, as the Commission’s regulations require. *See* 52 Pa. Code § 5.350(b).

21. These requests also improperly seek legal opinions or conclusions about the meaning of the Commission’s regulations and their application to the Company’s Commission-approved tariff. Request No. 3 asks the Company’s fact witnesses to interpret the meaning of a Commission regulation, which calls for a legal conclusion. Request No. 4 asks the Company’s fact witnesses to interpret the legal result of the alleged incorporation of a Commission regulation into the Company’s tariff, which calls for a legal conclusion. Request No. 7 asks the Company’s witnesses to draw on the legal conclusions requested in Nos. 3 and 4 to interpret the legal consequences of an employee’s actions, which again calls for a legal conclusion.

22. In their First Motion, the Complainants claim that these requests do not call for legal conclusions. *See* First Motion at 3. While the Commission’s regulations allow for requests for admission to inquire about the application of law to fact, the Company maintains that the Complainants cannot ask the Company’s fact witnesses to draw purely legal conclusions. The

purpose of requests for admission is to allow for the efficient resolution of potentially disputed facts before a hearing, not to extract legal conclusions from fact witnesses.

23. Duquesne Light's witnesses are not lawyers who can provide legal opinions or draw legal conclusions. Further, 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.

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

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

25. 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.

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

27. 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.

28. 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." While the Complainants claim that they are merely asking the Company's witnesses to apply law to fact, responding to these requests would require the Company's fact witnesses to draw legal conclusions related to the merits of the Complainants' case or the legal consequences of certain actions. As such, these requests go beyond the application of law to fact and improperly seek legal opinions or conclusions.

29. As explained above, 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.

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

D. OBJECTIONS TO REQUEST FOR ADMISSION NO. 13

31. 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.

32. 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.

33. Request for Admission No. 13 strings together 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. Further, the use of compound phrasing in these requests adds to their ambiguity and fails to set forth each matter to be admitted separately, as the Commission's regulations require. *See* 52 Pa. Code § 5.350(b).

34. 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.").

35. In their First Motion, the Complainants claim that they have no obligation to produce the referenced communications because these communications are within the Company's possession or knowledge, and that they provided the dates of the communications at issue. First Motion at 4. However, merely alleging that communications were sent to Duquesne Light on certain dates does not provide enough clarity for the Company to accurately respond to the request.

36. If the Complainants seek to establish whether and when the Company received certain correspondence, or the contents of that correspondence, they must clearly identify the communications or produce copies of the communications for review. The Company must be provided the opportunity to review the specific communications at issue in order to provide a

complete and accurate response and should not be forced to speculate as to which correspondence the Complainants are referring.

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

III. THE COMPLAINANTS' REQUESTED RELIEF MUST BE DENIED

38. For the reasons explained above, the Company's objections to the Complainants' First Set of Requests for Admission are valid and should not be overruled.

39. The Complainants claim that if the ALJ determines that the Company's Objections are insufficient, then the Requests for Admission at issue must be deemed admitted. First Motion at 5.

40. The Complainants are incorrect.

41. Under the Commission's regulations, parties have the right to raise objections to requests for admission. *See* 52 Pa. Code § 5.350(d)(3).

42. "The party who has requested the admission may move to determine the sufficiency of the answer or objection." 52 Pa. Code § 5.350(e).

43. "Unless the presiding officer determines that an objection is justified, the presiding officer will order that an answer be served." *Id.*

44. It is only after the presiding officer determines that an answer does not comply with the Commission's regulations that the presiding officer may order either that: (1) the matter is admitted; or (2) that final disposition of the request be made at a prehearing conference or at a designated time prior to hearing. *Id.*

45. Thus, to the extent that the ALJ determines that the Company's objections are insufficient, and the Company maintains that they are not, then the proper relief is to require the Company to serve answers to the requests at issue.

IV. THE COMPLAINANTS' ALLEGATIONS REGARDING SPOILIATION SHOULD BE REJECTED

46. The Complainants' theory of spoliation is premature and hopelessly vague.

47. The Complainants allege, without any support, that Duquesne Light "removed any and all evidence of the Koger family's claims" by responding to a service call on October 11, 2023, and performing a minor repair at the Complainants' service address. First Motion at 4-5; Second Motion at 4-5.

48. As relief, the Complainants ask the ALJ to draw an adverse inference "regarding the unproduced 'Trouble Shooting Inspections' from July 29 and August 14, 2024, and any other withheld relevant documents." First Motion at 7; Second Motion at 6.

49. The spoliation claim is premature considering this proceeding is still in the discovery phase and no evidence has been admitted into the record. Whether evidence was spoliated is a disputed factual issue that must be proven by the Complainants at an evidentiary hearing. The Complainants' bare assertions do not establish that spoliation has occurred and do not justify the relief they request.

50. The spoliation claim is also hopelessly vague. The Complainants fail to identify any evidence they allege was "removed" or spoliated by the Company. The Complainants also fail to explain how Duquesne Light was in control of any evidence of the condition of the Complainants' customer-owned electric facilities at their own service address prior to the October 11, 2023, service visit.

51. In addition, the requested relief is based in part on the Complainants' false assertion that the Company is withholding records related to visits to the Complainants' service address on July 29 and August 14, 2024. *See* First Motion at 7; Second Motion at 5-6.

52. The Complainants' claims that these records remain outstanding are false. The Company has already produced all records related to the July 29 and August 14, 2024, visits. On August 15, 2025, the Company served its Supplemental Response to Request for Production No. 3 on the Complainants, which contains the information the Complainants now claim is being withheld. A true and correct copy of the letter and certificate of service evidencing service of this Supplemental Response is attached hereto as **Appendix D**.

53. The Company has also diligently provided responsive records to the Complainants' discovery requests to date. Although the Company raised valid objections to the Complainants' First Set of Requests for Production of Documents and Things and First Set of Interrogatories, on July 31, 2025, the Company answered all but one of the requests. A Motion Compel related to the final outstanding request remains pending at this docket. On August 25, 2025, the Company also responded to the Complainants' Requests for Admission to which it did not object.

54. The Complainants' claims that the Company is withholding documents are inaccurate mischaracterizations of the Company's good faith attempts to provide the Complainants with the information they have requested to date. Merely because the Company has raised valid objections to the discovery served does not mean that the Company is acting in bad faith.

55. For these reasons, the ALJ should reject the Complainants' spoliation claims and the requests for relief based thereon.

56. In addition, through their Motions, the Complainants make a variety of inappropriate factual allegations and requests for relief that are wholly unrelated to the current discovery dispute. *See* First Motion at 7; Second Motion at 3, 7. The remaining allegations and requests, as well as the legal conclusions drawn from those allegations, should be disregarded

completely, as they relate to factual issues in dispute in this proceeding that can only be decided through the presentation of evidence at hearings.

57. Finally, Duquesne Light notes that there are currently four discovery motions filed by the Complainants that are pending at this docket. Duquesne Light's attempts to resolve these discovery disputes informally have been rejected by the Complainants outright. However, the Company continues to believe that acceptable compromises can be reached if the parties have an opportunity to discuss the Requests for Admission described above.

58. As such, the Company respectfully requests that a prehearing conference be held in the near future in this matter in order to resolve some or all of the pending discovery disputes.¹

¹ This request is being made pursuant to page 6 of the Interim Order Establishing Litigation Schedule issued on July 11, 2025, in the above referenced proceedings, which states that "Any Party may request a prehearing conference . . . in writing, with a copy of the request to be prov[id]ed to the opposing party and the undersigned presiding officer."

V. **CONCLUSION**

For the reasons set forth above, Duquesne Light Company respectfully requests that Administrative Law Judge Jeffrey A. Watson deny the First and Section Motions to Overrule Objections to Requests for Deemed Admission 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: September 8, 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 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.
/s/ Elliott-Todd Parker Koger
(412) 758-4510
kogerfriend@gmail.com

APPENDIX B

**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. :

**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,



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
mulli@postschell.com

Date: August 15, 2025

Attorney for Duquesne Light Company

APPENDIX C

Megan E. Rulli

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

August 25, 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 Admissions, which were served by Todd Elliott Koger, Sr. and Elliot-Todd Parker Koger (“Complainants”) on August 5, 2025.

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

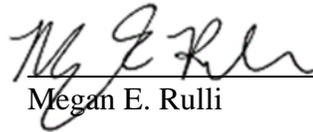
CERTIFICATE OF SERVICE

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

Dated: August 25, 2025



Megan E. Rulli

APPENDIX D

Megan E. Rulli

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

August 15, 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 is the Supplemental Response of Duquesne Light Company (“Duquesne Light” or the “Company”) to the Complainants’ First Set of Requests for Production of Documents and Things, No. 3.

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 15, 2025



Megan E. Rulli