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File #: 211983

October 16, 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 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 for filing is the Motion of Duquesne Light Company to Compel Responses to Discovery Propounded on Todd Elliot Koger, Sr. and Elliot-Todd Parker Koger (“Complainants”) – Set I in the above-referenced proceedings.

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](mailto:kogerfriend@gmail.com)

Dated: October 16, 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. :

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**NOTICE TO PLEAD**

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YOU ARE HEREBY ADVISED THAT, PURSUANT TO 52 PA. CODE § 5.342(g)(1), YOU MAY FILE A REPLY TO THE ENCLOSED MOTION TO COMPEL WITHIN FIVE (5) DAYS AFTER THE DATE OF SERVICE. YOUR REPLY SHOULD BE FILED WITH THE SECRETARY OF THE PENNSYLVANIA PUBLIC UTILITY COMMISSION, P.O. BOX 3265, HARRISBURG, PA 17105-3265. A COPY OF YOUR REPLY SHOULD ALSO BE SERVED ON THE UNDERSIGNED COUNSEL.



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Attorney for Duquesne Light Company

Date: October 16, 2025

**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. :

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**MOTION OF DUQUESNE LIGHT COMPANY TO  
COMPEL RESPONSES TO DISCOVERY  
PROPOUNDED ON COMPLAINANTS – SET I**

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TO ADMINISTRATIVE LAW JUDGE JEFFREY WATSON:

Pursuant to 52 Pa. Code §§ 5.342(g) and 5.349(d), Duquesne Light Company (“Duquesne Light” or the “Company”) hereby files this Motion to Compel Responses to Discovery Propounded on Todd Elliott Koger, Sr. and Elliot-Todd Parker Koger (“Complainants”) – Set I. In support of its Motion, Duquesne Light states as follows:

## **I. INTRODUCTION**

1. On September 9, 2025, Duquesne Light served Interrogatories and Requests for Production of Documents on the Complainants – Set I, Questions 1 through 19 (“DLC to Complainants Set I”) via electronic and first-class mail. A true and correct copy of Duquesne Light to Complainants Set I is attached hereto and marked as **Appendix A**.

2. Pursuant to the Commission’s regulations, objections to DLC to Complainants Set I were due on or before September 19, 2025, and responses were due on or before September 29, 2025.

3. The Complainants never served any objections to DLC to Complainants Set I by September 19, 2025.

4. Additionally, the Complainants did not provide responses to DLC to Complainants Set I by September 29, 2025.

5. Counsel for Duquesne Light emailed the Complainants on October 1, 2025, inquiring into the status of the Complainants’ responses to the discovery requests, but the Complainants’ response gave no indication that they plan to serve any responses. A true and correct copy of the correspondence between Duquesne Light and the Complainants regarding the responses to these discovery requests is attached hereto and marked as **Appendix B**.

6. To date, the Complainants have not provided any responses to DLC to Complainants Set I.

## **II. MOTION TO COMPEL**

7. Duquesne Light respectfully requests that the Administrative Law Judge Jeffery Watson (the “ALJ”) compel responses to DLC to Complainants Set I.

8. 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. Discovery is permitted regardless of whether the information sought “relates to the claim or defense of the party seeking discovery or to the claim or defense of another party.” *Id.*

9. Objections to interrogatories are due within 10 days of the service date. 52 Pa. Code § 5.342(e).

10. Here, Duquesne Light served its first set of interrogatories on September 9, 2024, via electronic and first-class mail. Consequently, any objections to DLC to Complainants Set I were due on or before September 19, 2025.

11. The Complainants did not object to any question in DLC to Complainants Set I on or before September 19, 2025.

12. Therefore, the Complainants have waived the right to object to these interrogatories and must provide answers to them. *See* 52 Pa. Code §§ 5.342(a)(4) (stating that a party must “[a]nswer each interrogatory fully and completely unless an objection is made”).

13. Answers to written interrogatories must “[a]nswer each interrogatory fully and completely unless an objection is made.” *Id.* § 5.342(a)(4). Answers must be served within 20 days after service of the interrogatories. *Id.* § 5.342(d).

14. Similarly, a party shall serve a response to a request for documents within 20 days after the service of the request. *Id.* § 5.349(d). The requesting party may move to compel a response to a request for documents with respect to a failure to respond to the request. *See id.*

15. As explained herein, the Complainants have failed to comply with the Commission’s discovery rules by failing to provide responses to DLC to Complainants Set I or producing the documents sought by these requests.

16. In addition, the interrogatories propounded by Duquesne Light are highly relevant to the issues to be decided in this case. Indeed, these interrogatories and requests for production are merely designed to gather more information about the allegations made in the **three** Complaints filed by the Complainants in the above-captioned proceedings, so that the Company can gather information responsive to the allegations made therein.

**A. DLC TO COMPLAINANTS-I-1**

17. DLC to Complainants-I-1 requests the following:

Re: FIRST COMPLAINT, SECOND COMPLAINT, AMENDED COMPLAINT

(a) Please explain in detail every claim you are raising or plan to raise against Duquesne Light related to the allegations contained in your Formal Complaints.

18. Question 1 simply asks the Complainants to detail all the claims related to the allegations in the three Complaints filed.

19. This basic, foundational question is critical to knowing what issues the Complainants will be raising at the hearing. Without an answer, Duquesne Light would not be fully prepared to respond to all of the Complainants’ issues.

20. Here, the Complainants have filed three separate Complaints related to the same service visit on October 11, 2023: a Complaint filed at Docket No. C-2024-3049627 (“First Complaint”), a Complaint filed at Docket No. C-2025-305419 (“Second Complaint”), and an Amended Complaint filed at Docket No. C-2025-305419 (“Amended Complaint”). These Complaints contain numerous allegations that are not always consistent with one another. For

example, it is unclear from reading the Complaints whether the Complainants claim that the electrical issues alleged in these Complaints existed prior to the October 11, 2023, whether they are claiming that Duquesne Light caused the alleged electrical issues on October 11, 2023, or whether the Complainants allege that the electrical issues are ongoing.

21. This basic question about the claims the Complainants plan to pursue is critical to responding to the extensive allegations raised throughout the Complaints. (*See* First Complaint ¶¶ 4-5; Second Complaint ¶¶ 4-5; Amended Complaint ¶¶ 13-56.) Without answers, Duquesne Light and its witnesses would not be fully prepared to respond to all of the Complainant’s allegations at the hearing.

22. Duquesne Light must receive a full and complete response to this interrogatory in sufficient time before an evidentiary hearing so that the Company can prepare and respond to the Complainants’ allegations.

23. Therefore, the Complainants should be compelled to provide a complete response that provides all of the requested information.

**B. DLC to COMPLAINANTS-I-2, I-5, and I-6**

24. DLC to Complainants-I-2 requests the following:

RE: AMENDED COMPLAINT ¶ 14

- (a) Please describe in detail the “ongoing electrical arc” referenced in this paragraph.
- (b) Please identify the date on which the “ongoing electrical arc” began and/or was discovered.
- (c) Please describe in detail the “no neutral connection” referenced in this paragraph.
- (d) Please identify the date on which the “no neutral connection” began and/or was discovered.

- (e) Please identify the “Duquesne Light supervisor” referenced in this paragraph.
- (f) Have you ever hired an electrician to investigate and/or repair the issues identified in subparts(a) and (c)? If so, identify the electrician and the date(s) the electrician visited the Service Address. If not, please explain why not.
- (g) Please provide all Documents relied upon in responding to subparts (a) through (f).

25. DLC to Complainants-I-5 requests the following:

RE: AMENDED COMPLAINT ¶ 24

- (a) Please identify each of the “electrical issues experienced at their service address” referenced in this paragraph.
- (b) For each of the “electrical issues” identified in subpart (a), please identify whether the issue has been resolved (that is, whether repairs were performed, items were replaced, or the issue is ongoing.).
  - (1) If the issue was resolved, please explain in detail how it was resolved and the date it was resolved.
  - (2) If the issue has not been resolved, please explain in detail why it has not been resolved.
- (c) For each of the “electrical issues” identified in subpart (a), please identify the date the “electrical issue” began or was discovered.
- (d) Have you ever hired a licensed electrician to investigate and/or repair the “electrical issues” identified in subpart (a)? If so, identify the electrician and the date(s) the electrician visited the Service Address.
- (e) Please produce all Documents relied upon in responding to subparts (a) through (d).

26. DLC to Complainants-I-6 requests the following:

RE: AMENDED COMPLAINT ¶ 32.

- (a) Please identify each of the “pre-existing issues with the electrical service at the Koger family’s residence” referenced in this paragraph.
- (b) For each of the “pre-existing issues” identified in subpart(a) please identify whether the issue has been resolved (that is, whether repairs were performed, items were replaced, or the issue is ongoing.).

- (1) If the issue was resolved, please explain in detail how it was resolved and the date it was resolved.
- (2) If the issue has not been resolved, please explain in detail why it has not been resolved.
- (c) For each of the “pre-existing issues” identified in subpart(a), please provide the date the issue began or was discovered.
- (d) Have you ever hired a licensed electrician to investigate and/or repair the “pre-existing issues with the electrical service” identified in subpart (a)? If so, identify the electrician and the date(s) the electrician visited the Service Address.
- (e) Please provide all Documents relied upon in responding to subparts (a)-(b) of this request.

27. Paragraphs 14, 24, and 32 of the Amended Complaint contain allegations related to various, unspecified electrical issues that the Complainants claim they have experienced at their service address over time. (*See* Amended Complaint ¶¶ 14, 24, 32.) It is unclear from these allegations precisely what electrical issues the Complainants claim they are experiencing, when they were discovered, whether they are ongoing, or whether the Complainants have taken any steps to investigate or repair those issues.

28. Given these allegations, Questions 2, 5, and 6 seek clarification as to the precise nature of the electrical issues the Complainants claim they are experiencing or have experienced, which the Complainants have made the central issue in these proceedings. These questions also seek pertinent information related to any repairs or investigations into these alleged electrical issues that the Complainants have made.

29. These basic questions are critical to responding to and understanding the Complainants’ claims regarding the actions of Duquesne Light on and after October 11, 2023. Without answers, Duquesne Light and its witnesses would not be fully prepared to respond to all of the Complainant’s allegations at the hearing.

30. Duquesne Light must receive full and complete responses to these interrogatories in sufficient time before an evidentiary hearing so that the Company can prepare and respond to the Complainant's allegations.

31. Therefore, the Complainants should be compelled to provide complete responses that provide all of the requested information.

**C. DLC TO COMPLAINANTS-I-3**

32. DLC to Complainants-I-3 requests the following:

RE: AMENDED COMPLAINT ¶ 18

- (a) Please produce a copy of the "detailed written account" dated November 11, 2023, referenced in this paragraph.
- (b) Please describe the process(es) that customers can use to submit a damage claim to Duquesne Light as you understand it.
- (c) Since January 1, 2023, have you ever submitted a damage claim to Duquesne Light by calling 412-393-6032? If so, please provide the date and time the claim(s) were submitted and a summary of the damage claim(s).
- (d) Since January 1, 2023, have you ever submitted a damage claim through Duquesne Light's website at <https://www.duquesnelight.com/customer-support/contact/customer-claims-form>? If so, please provide the date and time the claim(s) were submitted and a summary of the damage claim(s) made.
- (e) Do you allege that a customer can submit a damage claim to Duquesne Light by emailing the Company's attorney(s)?
- (f) Do you allege that a customer can submit a damage claim to Duquesne Light by emailing the Company's employee(s)?
- (g) Please produce all Documents relied upon in responding to subparts (a) through (f).

33. Question 3 seeks information related to the Complainants' allegations that the Company has failed to properly process a damage claim submitted by the Complainants. The

Complainants raised this issue in their Amended Complaint, claiming that they provided notice to the Company of a “Total Loss” claim through correspondence with the Company sent between November 2023 and April 2025. (*See* Amended Complaint ¶¶ 18-23.)

34. As such, the information requested about Complainants’ knowledge of the Company’s claim process is highly relevant to the issues raised in these cases.

35. These questions simply ask the Complainants to describe their knowledge of the Company’s claims process as well as their history of submitting damage claims.

36. Duquesne Light must receive full and complete responses to this interrogatory in sufficient time before an evidentiary hearing so that the Company can prepare and respond to the Complainant’s allegations.

37. As a result, the Complainants should be compelled to provide complete responses that provide all of the requested information.

**D. DLC TO COMPLAINANTS-I-4**

38. DLC to Complainants-I-4 requests the following:

RE: AMENDED COMPLAINT ¶ 19

- (a) Please produce copies of the correspondence referenced in this paragraph, dated June 18, 2024, and August 14, 2024.

39. Question 4 asks the Complainants to produce correspondence referenced in their Amended Complaint, dated June 18, 2024, and August 14, 2024. (*See* Amended Complaint ¶ 19.) The Company has received numerous communications from the Complainants in the time frame relevant to these Complaints, sometimes more than one communication per day. In addition, the Complainants send communications to various Company employees and its legal counsel. By asking the Complainants to produce copies of the correspondence referenced in the Amended

Complaint, the Company is simply seeking to ensure that it can review copies of the communications at issue prior to the evidentiary hearing.

40. The Complainants relied on these communications to make the allegations in their Amended Complaint and so should have copies of these communications readily available.

41. Duquesne Light must receive a full and complete response to this interrogatory in sufficient time before an evidentiary hearing so that the Company can prepare and respond to the Complainants' allegations.

42. Therefore, the Complainants should be compelled to provide complete responses that provide all of the requested information.

**E. DLC TO COMPLAINANTS-I-7**

43. DLC to Complainants-I-7 requests the following:

RE: AMENDED COMPLAINT ¶ 33

- (a) Please identify every utility bill you are alleging was “elevated.”
- (b) What do you allege caused or is causing the “elevated utility bills” referenced in this paragraph?
- (c) Please produce all Documents relied upon in responding to subparts (a) and (b).

44. In Paragraph 33 of their Amended Complaint, the Complainants allege that the actions of Duquesne Light warrant investigation into “elevated utility bills.” (Amended Complaint ¶ 33.)

45. As such, this interrogatory seeks information from the Complainants related to which utility bills they are alleging are elevated and what they believe is causing the alleged “elevated utility bills.” (*Id.*) Given these allegations, the Company is reasonably and relevantly seeking further explanation from the Complainants.

46. Duquesne Light must receive a full and complete response to this interrogatory in sufficient time before an evidentiary hearing so that the Company can prepare and respond to the Complainant's allegations.

47. Therefore, the Complainants should be compelled to provide complete responses that provide all of the requested information.

**DLC TO COMPLAINANTS-I-8, I-9, and I-10**

48. DLC to Complainants-I-8 requests the following:

RE: AMENDED COMPLAINT ¶ 45

- (a) Please identify every reason that you allege CLEAResult "refused to inspect the Koger residence."
- (b) Please identify the "at least three occasions" on which you allege CLEAResult "refused to inspect the Koger residence," including the dates of those occasions, the identity of the CLEAResult representative you spoke to, and a summary of the contact.
- (c) Please produce a copy of the correspondence dated April 29, 2024, referenced in this paragraph.
- (d) Please identify every contact you have had with CLEAResult since January 1, 2023, including date and time of the contact, and the individual you had contact with.

49. DLC to Complainants-I-9 requests the following:

RE: AMENDED COMPLAINT ¶ 46

- (a) Please identify the CLEAResult employee(s) and/or representative(s) you allege "Expressed a concern that Duquesne Light's gross negligence and 'failure to establish a neutral connection' in the service box (identified during an emergency audit by the Duquesne Light Supervisor on October 11, 2023), and the damage that has resulted (without any repair) prevents their involvement at this time."
- (b) Please provide all Documents relied upon in responding to this request.

50. DLC to Complainants-I-10 requests the following:

RE: AMENDED COMPLAINT ¶ 48

- (a) Have you ever permitted CLEAResult access to the attic of the Service Address? If so, when?
- (b) Have you ever permitted CLEAResult access to the second floor of the Service Address? If so, when?
- (c) Have you ever permitted CLEAResult access to the basement of the Service Address? If so, when?
- (d) Do you allege that CLEAResult can perform a Smart Comfort Visit without access to the full residence, including the attic, second floor, and basement?
- (e) Are you willing to permit CLEAResult access to the attic, second floor, and basement in order to perform a Smart Comfort Visit?
- (f) Please provide all Documents relied upon in responding to subparts (a) through (e) of this request.

51. Central to the Complainants' case are allegations that the actions of Duquesne Light have thwarted their ability to receive benefits through the Company's Customer Assistance Program ("CAP"). In support of these claims, the Complainants make representations that the Company's contractor CLEAResult, which conducts energy audits (i.e., Smart Comfort visits) related to CAP enrollment, has "refused" to carry out the necessary Smart Comfort visit and has told the Complainants that the electrical issues identified on October 11, 2023, prevent the Smart Comfort visit from being completed. (See First Complaint ¶¶ 4-5, 7; Second Complaint ¶¶ 4-5, 7; Amended Complaint ¶¶ 43-47.)

52. Question 8 asks the Complainants to provide the reasons they claim CLEAResult has not conducted a Smart Comfort visit, to provide a history of the Complainants' contacts with CLEAResult, and to produce a copy of the correspondence dated April 29, 2024, that they rely on to make their allegations.

53. Question 9 asks the Complainants to identify the CLEAResult employee they allege made the statements contained in Paragraph 46 of the Amended Complaint and to provide any documentation of that communication.

54. Question 10 asks the Complainants to state whether they have provided access CLEAResult with the access to the service address required to carry out a Smart Comfort visit.

55. These basic questions are based upon and directly relevant to the claims raised in the Complainants' First, Second, and Amended Complaints regarding their CAP enrollment and history of contacts with CLEAResult. Without answers, Duquesne Light and its witnesses would not be fully prepared to respond to all of the Complainant's allegations at the hearing.

56. Duquesne Light must receive a full and complete response to this interrogatory in sufficient time before an evidentiary hearing so that the Company can prepare and respond to the Complainant's allegations.

57. Therefore, the Complainants should be compelled to provide complete responses that provide all of the requested information.

**DLC TO COMPLAINANTS-I-11, I-12, I-13, and I-14**

58. DLC to Complainants-I-11 requests the following:

RE: AMENDED COMPLAINT ¶ 18

Please identify every item of personal property that you allege was damaged by Duquesne Light. For each item please:

- (a) Provide a description of the item;
- (b) Provide the manufacturer and make and/or model of the item;
- (c) Provide the name of the store, company, individual, or service from which you purchased the item;
- (d) Provide the original purchase date of the item, including month and year;
- (e) Provide proof of purchase of the item;
- (f) Provide the replacement price and/or the cost to repair the item; and
- (g) Provide the date the item was damaged or the date the damage was discovered.

- (h) Please provide all Documents relied upon in responding to subparts (a) through (g) of this request, including any photographs of the alleged damage.

59. DLC to Complainants-I-12 requests the following:

RE: INTERROGATORY I-11

Please identify whether you have a homeowner's or renter's insurance policy for the Service Address. If so, please identify all claims submitted to an insurer related to the items you allege were damaged by Duquesne Light. For each claim please:

- (a) Provide the name and business address of the insurance provider;
- (b) Provide a copy of the policy you hold with that insurance provider;
- (c) Provide the date the claim was submitted;
- (d) Provide the claim submitted to the insurance provider, including all supporting documentation included with the claim;
- (e) Provide the insurance provider's response to the claim; and
- (f) Provide copies of any and all correspondence with the insurance provider regarding the claim.

60. DLC to Complainants-I-13 requests the following:

RE: INTERROGATORY I-11

Please identify every item identified in response to Interrogatory I-11 that you have replaced. For each replaced item please:

- (a) Provide a description of the item;
- (b) Provide the manufacturer and make and/or model of the item;
- (c) Provide the name of the store, company, individual, or service from which you purchased the item;
- (d) Provide proof of purchase of the replaced item;
- (e) Provide the replacement purchase price of the item; and
- (f) Identify whether the purchase of this item was covered by an insurance claim and if so, the amount of coverage provided.

61. DLC to Complainants-I-14 requests the following:

RE: INTERROGATORY I-11

Please identify every item identified in response to Interrogatory I-11 that you have repaired. For each repaired item please:

- (a) Provide a description of the repairs performed;
- (b) Provide the name of company or individual who performed the repair;
- (c) Provide the date the repair was completed, including month and year;
- (d) Provide proof of payment for the repair;
- (e) Provide the cost to repair the item; and
- (f) Identify whether the repair of this item was covered by an insurance claim, and if so, the amount of coverage provided.

62. The Complainants claim that the actions and/or omissions of Duquesne Light have caused extensive and unspecified damage to their personal property and/or residence. For example, throughout their Amended Complaint, the Complainants reference an alleged “Total Loss” damage claim related to the actions or omissions of Duquesne Light on or after October 11, 2023. (*See, e.g.*, Amended Complaint ¶¶ 18- 26.) As relief, the Complainants request that the Commission “Order Duquesne Light Company to compensate the Koger family for the full extent of the damages resulting from the October 11, 2023 electrical event and its subsequent bad faith actions.” (Amended Complaint, p. 14.)

63. Question 11 asks the Complainants to identify every item of personal property they claim was damaged related to their Formal Complaints against Duquesne Light, including a description of the item, purchase details about the item, manufacturing details about the item, and the date the item was damaged or the date the damage to the item was discovered. This inquiry is directly relevant to the Complainants’ requested relief, *i.e.*, reimbursement for damaged household items. In addition, the Question asks the Complainants to provide details related to the damage alleged, as despite continually alleging that Duquesne Light has caused damage to their home, they

have failed to plead with any specificity the household items or electrical infrastructure they claim has been damaged or when that damage occurred.

64. Question 12 asks the Complainants to identify all claims submitted to an insurer related to the items they allege were damaged by Duquesne Light. In Question 13, Duquesne Light has asked the Complainants to identify any item identified in response to Question 11 that they have replaced. In Question 14, Duquesne Light has asked the Complainants to identify any item identified in response to Question 11 that they have repaired.

65. These inquiries are directly relevant to the Complainants' requested relief, *i.e.*, reimbursement for damaged household items, because they would establish whether the Complainants have already been reimbursed for any of the items they claim were damaged and prevent duplicative recovery in the event the Complainants' requested relief is granted, and establish whether the Complainants have repaired or replaced any of the items that they claim were damaged and the costs associated with those repairs or replacements.

66. Duquesne Light cannot reasonably prepare for a hearing in these proceedings without understanding precisely what items the Complainants claim have been damaged, when the alleged damage was incurred or discovered, and the steps that the Complainants have taken to repair or replace those items. Understanding the nature and extent of the Complainants' damage claims is critical to these proceedings and without responses to these requests, the Company and its witnesses cannot respond to the claims made in the Complaints.

67. The Complainants have not provided any formal or informal responses to these interrogatories and should be compelled to respond.

**F. DLC TO COMPLAINANTS-I-15**

68. DLC to Complainants-I-15 requests the following:

RE: EMAIL DATED APRIL 2, 2025, attached hereto as **DLC Set I-15 Attachment 1**

- (a) Please describe in detail what you mean by “service box.”
- (b) Please provide the date on which the “service box” was replaced.
- (c) Please identify who replaced the “service box” and whether that person is a licensed electrician.
- (d) Please provide documentation that a wiring approval was submitted to Duquesne Light following the replacement of the “service box.”
- (e) When did you convert the Service Address to “all electric appliances”? Please identify every appliance that was converted to electric at that time.
- (f) Please identify the Duquesne Light employee(s) who you claim “explained to the Koger family No neutral connection from the telephone poll creates too much or too little on the electrical wiring,” “asked the Koger family ‘have your large appliances just stop working for no reason?’ and said ‘too much or too little on the electrical wiring has enfeebled everything in the house and put the family at risk of a possible fire.’”
- (g) When did the Duquesne Light employee(s) identified in subpart (f) make those statements?
- (h) Please describe in detail what you mean by “the required ‘neutral wire’ from the telephone was never connected to the house.”
- (i) Please identify the dates you are alleging that Duquesne Light visited the service address “as the pretext to ‘inspect’ the service box and/or disconnect power.”
- (j) Please produce all Documents relied upon in responding to subparts (a) through (i).

69. DLC to Complainants-I-16 requests the following:

RE: EMAIL DATED JUNE 6, 2024, attached hereto as **DLC Set I-16 Attachment 1**

- (a) Please describe in detail the “over-voltage/over current conditions” referenced in this email.
- (b) Please describe in detail the “failure at the meter box” referenced in this email.

- (c) Please describe in detail what you mean by “service point overheating.”
- (d) Please identify the Xfinity equipment that was “burn[ed].”
- (e) Please identify the date(s) that Xfinity technicians visited the Service Address and advised you of the issues alleged in subparts (a) through (d) above.
- (f) Please describe in detail the bodily harm you allege occurred due to the installation of the “new meter box.”
- (g) Please provide all Documents relied upon in responding subparts (a) through (f) of this request.

70. Questions 15 and 16 seek clarification of the claims made in emails the Complainants have sent to Duquesne Light related to the allegations raised in the Complaints.

71. Question 15 seeks information related to the Complainants’ statements made in an April 2, 2025, email, that their “service box” was replaced just prior to October 11, 2023, and that their service address had been recently converted to “all electric appliances.” These inquiries are highly relevant to the cause of the Complainants’ alleged electrical issues at the service address. Question 15 also asks the Complainants to identify the Duquesne Light employee quoted in the email. The Company requires this information in order to properly prepare and respond to the Complainants’ claims.

72. Question 16 seeks information related to the Complainants’ statements made in a June 6, 2024, email regarding damaged Xfinity equipment and communications with Xfinity technician(s), as well as allegations that the actions of Duquesne Light caused “bodily harm.” The statements made in this communication are highly relevant to this case, as they are directly related to the reasons for the Company’s October 11, 2023, service visit and the Complainants’ alleged electric issues at the service address at that time.

73. The Complainants have not provided any formal or informal response to these interrogatories and should be compelled to respond.

**G. DLC TO COMPLAINANTS-I-17**

74. DLC to Complainants-I-17 requests the following:

RE: AMENDED COMPLAINT ¶ 24

To the extent not already identified in response to Questions 2, 5, 6, and 15, above, please identify every time that you have hired an electrician to perform electrical work at the Service Address since January 1, 2022. For each instance identified, please provide:

- (a) A detailed description of the electrical work performed;
- (b) The identity of the electrician(s) or person(s) who performed the work, including their business address; and
- (c) Please provide all Documentation of the electrical work performed, including but not limited to copies of invoices, bills, notes, and communications.

75. Question 17 asks the Complainants to provide a detailed history of any electrical work performed at their service address since January 1, 2022.

76. This inquiry is directly relevant to the cause of the electrical issues the Complainants claim they have experienced at their service address, which they have variously described as having been “pre-existing,” “ongoing,” or caused by Duquesne Light.

77. Duquesne Light is entitled to demonstrate the connection between any pre-existing electrical issues at the service address and the actions taken by the Company’s personnel on October 11, 2023. Moreover, the Company is entitled to information provided by any electricians hired by the Complainants detailing electrical issues identified at the service address in the time frame relevant to this Complaint and any repairs those electricians made or recommended should be made.

78. The Complainants have not provided any formal or informal response to these interrogatories and should be compelled to respond.

**H. DLC TO COMPLAINANTS-I-18 and I-19**

79. DLC to Complainants-I-18 requests the following:

Please identify each person you plan to call as a fact witness in this proceeding, including yourself. For each person, please:

- (a) Provide the person's name, home and business address, background, and qualifications;
- (b) Explain in detail the subject matter(s) on which the witness is expected to testify; and
- (c) Provide the source(s) of information relied upon or referenced by the witness.

80. DLC to Complainants-I-19 requests the following:

Please identify each person you plan to call as an expert witness in this proceeding. For each person, please:

- (a) Provide the person's name, home and business address, background, and qualifications;
- (b) Explain in detail the subject matter(s) on which the witness is expected to testify;
- (c) Provide the source(s) of information relied upon or referenced by the witness; and
- (d) Provide a copy of the expert witness's current curriculum vitae.

81. Questions 18 and 19 ask the Complainants for basic information about the Complainants' case, *i.e.*, that they identify any fact or expert witnesses they plan to call to testify.

82. Duquesne Light must know in advance of the hearing who will be testifying on behalf of the Complainants, if anyone, and the subject areas of their testimony.

83. Otherwise, Duquesne Light would be denied due process. *See Schneider v. Pa. PUC*, 479 A.2d 10, 15 (Pa. Cmwlth. 1984) (citation omitted) (stating that due process is satisfied when a party is "afforded notice and the opportunity to appear and be heard"); 66 Pa. C.S. § 332(c) (providing that "[e]very party is entitled to present his case or defense by oral or documentary

evidence, to submit rebuttal evidence and to conduct such cross-examination as may be required for a full and true disclosure of the facts”).

84. Moreover, the Complainants were required to but failed to provide this information to Duquesne Light pursuant to the Interim Order Establishing Litigation Schedule issued by the ALJ on July 11, 2025 (“July 11 Interim Order”). Specifically, the Interim Order required the Complainants to provide the name, business address, and written summary of the expected testimony of any fact or expert witnesses they intend to call by September 1 and 5, 2025, respectively. (*See* July 11 Interim Order, p. 2.)<sup>1</sup>

85. Duquesne Light must know in advance of the hearing who will be testifying on behalf of the Complainants, if anyone, and the subject areas of their testimony.

86. As a result, the Complainants should be compelled to provide a full and complete response to this interrogatory.

### **III. SANCTIONS**

87. Upon the motion of a party, the presiding officer may make an appropriate order for sanctions if a party fails to answer or otherwise respond to a discovery request or refuses to obey an order of the presiding officer respecting discovery. *See* 52 Pa. Code § 5.371(a).

88. In ruling upon a motion for sanctions, the presiding officer may, among other things, issue: (1) “[a]n order that the matters regarding which the questions were asked, the character or description of the thing or land, the contents of the paper, or other designated fact shall be taken to be established for the purposes of the action in accordance with the claim of the party obtaining the order”; (2) [a]n order refusing to allow the disobedient party to support or oppose

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<sup>1</sup> Duquesne Light submitted the required information to the Complainants via emails on September 1 and 5, 2025.

designated claims or defenses, or prohibiting the party from introducing in evidence designated documents, things or testimony”; and (3) “[a]n order striking out pleadings or parts thereof, staying further proceedings until the order is obeyed, or entering a judgment against the disobedient party or individual advising the disobedience.” *Id.* § 5.372(a)(1)-(3).

89. Therefore, to the extent that this Motion is granted and the Complainants fail to answer fully DLC to Complainants Set I, or otherwise comply with the ALJ’s Order, Duquesne Light intends to file an appropriate Motion for Sanctions pursuant to 52 Pa. Code §§ 5.371(a) and 5.372(a).

**IV. CONCLUSION**

For the reasons set forth above, Duquesne Light Company respectfully requests that Administrative Law Judge Jeffrey Watson grant this Motion to Compel Responses to Discovery and direct Complainants to answer Duquesne Light to Complainants Set I, as described above within three (3) days from the date of the order.

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](mailto:mrulli@postschell.com)

Date: October 16, 2025

Attorney for Duquesne Light Company

# **APPENDIX A**

## **Interrogatories and Requests for Production of Documents Propounded by Duquesne Light Company on Todd Elliott Koger, Sr. and Todd Parker Koger – Set I**

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Megan E. Rulli

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

September 9, 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**

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Dear Sirs:

Attached are the Interrogatories and Requests for Production of Documents propounded by Duquesne Light Company (“Duquesne Light” or the “Company”), Set I on Todd Elliot Koger, Sr. and Elliot-Todd Parker Koger (“Complainants”), for the above-referenced proceedings.

Please provide answers to the enclosed discovery requests within twenty (20) days of the date of service, pursuant to 52 Pa. Code § 5.342.

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](mailto:kogerfriend@gmail.com)

Dated: September 9, 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.

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**INTERROGATORIES AND REQUESTS FOR  
PRODUCTION OF DOCUMENTS PROPOUNDED BY  
DUQUESNE LIGHT COMPANY ON  
COMPLAINANTS– SET I**

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Pursuant to 66 Pa.C.S. § 333 and 52 Pa. Code §§ 5.341 *et seq.*, Duquesne Light Company (“Duquesne Light” or “Company”) propounds the following Interrogatories and Requests for Production of Documents (hereinafter, “discovery requests”) on Todd Elliot Koger, Sr. and Elliot-Todd Parker Koger (“Complainants”) – Set I.

**INSTRUCTIONS AND DEFINITIONS**

1. The “Responding Party,” “you,” or “your” means the party to which these discovery requests are propounded and/or all attorneys, agents, affiliates, subsidiaries,

employees, consultants, members, constituents, and representatives acting on behalf of the Responding Party.

2. “Commission” means the Pennsylvania Public Utility Commission.

3. To “identify” a natural person means to state that person’s full name, title or position, employer, last known address, and last known telephone number.

4. To “identify” a business entity means to state the full name of such business, the form of the business, and its location or address.

5. To “identify” a “document” means to provide all of the following information irrespective of whether the document is deemed privileged or subject to any claim of privilege:

- a. The title or other means of identification of each such document;
- b. The date of each such document;
- c. The author, preparer or signer of each such document; and
- d. A description of the subject matter of such document sufficient to permit an understanding of its contents and importance to the testimony or position being examined and the present or last known location of the document. The specific nature of the document should also be stated (*e.g.*, letter, business record, memorandum, computer print-out, etc.).

In lieu of “identifying” any document, it shall be deemed a sufficient compliance with these discovery requests to attach a copy of each such document to the answers hereto and reference said document in the particular interrogatory to which the document is responsive.

6. “Document” means the original and all drafts of all written and graphic matter, however produced or reproduced, of any kind or description, whether or not sent or received, and all copies thereof which are different in any way from the original (whether by interlineation, date-stamp, notarization, indication of copies sent or received, or otherwise), including without limitation, any paper, book, account, photograph, blueprint, drawing, sketch, schematic, agreement, contract, memorandum, press release, circular, advertising material, correspondence,

letter, telegram, telex, object, report, opinion, investigation, record, transcript, hearing, meeting, study, notation, working paper, summary, intra-office communication, diary, chart, minutes, index sheet, computer software, computer-generated records or files, however stored, check, check stub, delivery ticket, bill of lading, invoice, record or recording or summary of any telephone or other conversation, or of any interview or of any conference, or any other written, recorded, transcribed, punched, taped, filmed, or graphic matter of which the Responding Party has or has had possession, custody or control, or of which the Responding Party has knowledge.

7. “Communication” means any manner or form of information or message transmission, however produced or reproduced, whether as a document as herein defined, or orally or otherwise, which is made, distributed, or circulated between or among persons, or data storage or processing units.

8. “Date” means the exact day, month, and year, if ascertainable, or if not, the best approximation thereof.

9. Items referred to in the singular include those in the plural, and items referred to in the plural include those in the singular.

10. Items referred to in the masculine include those in the feminine, and items referred to in the feminine include those in the masculine.

11. The answers provided to these discovery requests should first restate the question asked and identify the person(s) supplying the information.

12. In answering these discovery requests, the Responding Party is requested to furnish all information that is available to the Responding Party, including information in the possession of the Responding Party’s attorneys, agents, consultants, or investigators, and not merely such information of the Responding Party’s own knowledge. If any of the discovery

requests cannot be answered in full after exercising due diligence to secure the requested information, please so state and answer to the extent possible, specifying the Responding Party's inability to answer the remainder, and stating whatever information the Responding Party has concerning the unanswered portions. If the Responding Party's answer is qualified in any particular, please set forth the details of such qualification.

13. If the Responding Party objects to providing any document requested on any ground, identify such document by describing it as set forth in Instruction 5 and state the basis of the objection.

14. If the Responding Party objects to part of a discovery request and refuses to answer that part, state the Responding Party's objection and answer the remaining portion of that discovery request. If the Responding Party objects to the scope or time period of a discovery request and refuses to answer for that scope or time period, state the Responding Party's objection and answer the discovery request for the scope or time period that the Responding Party believes is appropriate.

15. If, in connection with a discovery request, the Responding Party contends that any information, otherwise subject to discovery, is covered by either the attorney-client privilege, the so-called "attorneys' work product doctrine," or any other privilege or doctrine, then specify the general subject matter of the information and the basis to support each such objection.

16. If any information is withheld on grounds of privilege or other protection from disclosure, provide the following information: (a) every person to whom such information has been communicated and from whom such information was learned; (b) the nature and subject

matter of the information; and (c) the basis on which the privilege or other protection from disclosure is claimed.

17. As set forth in 52 Pa. Code § 5.342(g), these discovery requests are continuing, and the Responding Party is obliged to change, supplement, and correct all answers given to conform to new or changing information.

18. “First Complaint” means the Formal Complaint filed by the Complainants at Docket No. C-2024-3049627.

19. “Second Complaint” means the Formal Complaint filed by the Complainants at Docket No. C-2025-3054190.

20. “Amended Complaint” means the Amended Complaint filed by the Complainants at Docket No. C-2025-3054190 on or about April 25, 2025.

21. “Service Address” means 515 Kelly Avenue, Pittsburgh, PA 15221.

22. “Wiring approval” means documentation submitted by an electrical inspector to Duquesne Light verifying that the electrical system(s) to be interconnected conform to all applicable electrical requirements.

**INTERROGATORIES AND REQUESTS FOR  
PRODUCTION OF DOCUMENTS ON  
COMPLAINANTS – SET I**

DLC Set I-1

Re: First Complaint, Second Complaint, Amended Complaint

- (a) Please explain in detail every claim you are raising or plan to raise against Duquesne Light related to the allegations contained in your Formal Complaints.

DLC Set I-2

Re: Amended Complaint ¶ 14

- (a) Please describe in detail the “ongoing electrical arc” referenced in this paragraph.
- (b) Please identify the date on which the “ongoing electrical arc” began and/or was discovered.
- (c) Please describe in detail the “no neutral connection” referenced in this paragraph.
- (d) Please identify the date on which the “no neutral connection” began and/or was discovered.
- (e) Please identify the “Duquesne Light supervisor” referenced in this paragraph.
- (f) Have you ever hired an electrician to investigate and/or repair the issues identified in subparts(a) and (c)? If so, identify the electrician and the date(s) the electrician visited the Service Address. If not, please explain why not.
- (g) Please provide all Documents relied upon in responding to subparts (a) through (f).

DLC Set I-3

Re: Amended Complaint ¶ 18

- (a) Please produce a copy of the “detailed written account” dated November 11, 2023, referenced in this paragraph.
- (b) Please describe the process(es) that customers can use to submit a damage claim to Duquesne Light as you understand it.

- (c) Since January 1, 2023, have you ever submitted a damage claim to Duquesne Light by calling 412-393-6032? If so, please provide the date and time the claim(s) were submitted and a summary of the damage claim(s).
- (d) Since January 1, 2023, have you ever submitted a damage claim through Duquesne Light's website at <https://www.duquesnelight.com/customer-support/contact/customer-claims-form>? If so, please provide the date and time the claim(s) were submitted and a summary of the damage claim(s) made.
- (e) Do you allege that a customer can submit a damage claim to Duquesne Light by emailing the Company's attorney(s)?
- (f) Do you allege that a customer can submit a damage claim to Duquesne Light by emailing the Company's employee(s)?
- (g) Please produce all Documents relied upon in responding to subparts (a) through (f).

DLC Set I-4

Re: Amended Complaint ¶ 19

- (a) Please produce copies of the correspondence referenced in this paragraph, dated June 18, 2024, and August 14, 2024.

DLC Set I-5

Re: Amended Complaint ¶ 24.

- (a) Please identify each of the "electrical issues experienced at their service address" referenced in this paragraph.
- (b) For each of the "electrical issues" identified in subpart (a), please identify whether the issue has been resolved (that is, whether repairs were performed, items were replaced, or the issue is ongoing.).
  - (1) If the issue was resolved, please explain in detail how it was resolved and the date it was resolved.
  - (2) If the issue has not been resolved, please explain in detail why it has not been resolved.
- (c) For each of the "electrical issues" identified in subpart (a), please identify the date the "electrical issue" began or was discovered.

- (d) Have you ever hired a licensed electrician to investigate and/or repair the “electrical issues” identified in subpart (a)? If so, identify the electrician and the date(s) the electrician visited the Service Address.
- (e) Please produce all Documents relied upon in responding to subparts (a) through (d).

DLC Set I-6

Re: Amended Complaint ¶ 32.

- (a) Please identify each of the “pre-existing issues with the electrical service at the Koger family’s residence” referenced in this paragraph.
- (b) For each of the “pre-existing issues” identified in subpart(a) please identify whether the issue has been resolved (that is, whether repairs were performed, items were replaced, or the issue is ongoing.).
  - (1) If the issue was resolved, please explain in detail how it was resolved and the date it was resolved.
  - (2) If the issue has not been resolved, please explain in detail why it has not been resolved.
- (c) For each of the “pre-existing issues” identified in subpart(a), please provide the date the issue began or was discovered.
- (d) Have you ever hired a licensed electrician to investigate and/or repair the “pre-existing issues with the electrical service” identified in subpart (a)? If so, identify the electrician and the date(s) the electrician visited the Service Address.
- (e) Please provide all Documents relied upon in responding to subparts (a)-(b) of this request.

DLC Set I-7

Re: Amended Complaint ¶ 33

- (a) Please identify every utility bill you are alleging was “elevated.”
- (b) What do you allege caused or is causing the “elevated utility bills” referenced in this paragraph?
- (c) Please produce all Documents relied upon in responding to subparts (a) and (b).

DLC Set I-8

Re: Amended Complaint ¶ 45

- (a) Please identify every reason that you allege CLEAResult “refused to inspect the Koger residence.”
- (b) Please identify the “at least three occasions” on which you allege CLEAResult “refused to inspect the Koger residence,” including the dates of those occasions, the identity of the CLEAResult representative you spoke to, and a summary of the contact.
- (c) Please produce a copy of the correspondence dated April 29, 2024, referenced in this paragraph.
- (d) Please identify every contact you have had with CLEAResult since January 1, 2023, including date and time of the contact, and the individual you had contact with.

DLC Set I-9

Re: Amended Complaint ¶ 46

- (a) Please identify the CLEAResult employee(s) and/or representative(s) you allege “Expressed a concern that Duquesne Light’s gross negligence and ‘failure to establish a neutral connection’ in the service box (identified during an emergency audit by the Duquesne Light Supervisor on October 11, 2023), and the damage that has resulted (without any repair) prevents their involvement at this time.”
- (b) Please provide all Documents relied upon in responding to this request.

DLC Set I-10

Re: Amended Complaint ¶ 48

- (a) Have you ever permitted CLEAResult access to the attic of the Service Address? If so, when?
- (b) Have you ever permitted CLEAResult access to the second floor of the Service Address? If so, when?
- (c) Have you ever permitted CLEAResult access to the basement of the Service Address? If so, when?
- (d) Do you allege that CLEAResult can perform a Smart Comfort Visit without access to the full residence, including the attic, second floor, and basement?

- (e) Are you willing to permit CLEAResult access to the attic, second floor, and basement in order to perform a Smart Comfort Visit?
- (f) Please provide all Documents relied upon in responding to subparts (a) through (e) of this request.

DLC Set I-11

Re: Amended Complaint ¶ 18

Please identify every item of personal property that you allege was damaged by Duquesne Light. For each item please:

- (a) Provide a description of the item;
- (b) Provide the manufacturer and make and/or model of the item;
- (c) Provide the name of the store, company, individual, or service from which you purchased the item;
- (d) Provide the original purchase date of the item, including month and year;
- (e) Provide proof of purchase of the item;
- (f) Provide the replacement price and/or the cost to repair the item; and
- (g) Provide the date the item was damaged or the date the damage was discovered.
- (h) Please provide all Documents relied upon in responding to subparts (a) through (g) of this request, including any photographs of the alleged damage.

DLC Set I-12

Re: Interrogatory I-11

Please identify whether you have a homeowner's or renter's insurance policy for the Service Address. If so, please identify all claims submitted to an insurer related to the items you allege were damaged by Duquesne Light. For each claim please:

- (a) Provide the name and business address of the insurance provider;
- (b) Provide a copy of the policy you hold with that insurance provider;
- (c) Provide the date the claim was submitted;
- (d) Provide the claim submitted to the insurance provider, including all supporting documentation included with the claim;

- (e) Provide the insurance provider's response to the claim; and
- (f) Provide copies of any and all correspondence with the insurance provider regarding the claim.

DLC Set I-13

Re: Interrogatory I-11

Please identify every item identified in response to Interrogatory I-11 that you have replaced. For each replaced item please:

- (a) Provide a description of the item;
- (b) Provide the manufacturer and make and/or model of the item;
- (c) Provide the name of the store, company, individual, or service from which you purchased the item;
- (d) Provide proof of purchase of the replaced item;
- (e) Provide the replacement purchase price of the item; and
- (f) Identify whether the purchase of this item was covered by an insurance claim and if so, the amount of coverage provided.

DLC Set I-14

Re: Interrogatory I-11

Please identify every item identified in response to Interrogatory I-11 that you have repaired. For each repaired item please:

- (a) Provide a description of the repairs performed;
- (b) Provide the name of company or individual who performed the repair;
- (c) Provide the date the repair was completed, including month and year;
- (d) Provide proof of payment for the repair;
- (e) Provide the cost to repair the item; and
- (f) Identify whether the repair of this item was covered by an insurance claim, and if so, the amount of coverage provided.

DLC Set I-15

Re: Email dated April 2, 2025, attached hereto as **DLC Set I-15 Attachment 1.**

- (a) Please describe in detail what you mean by “service box.”
- (b) Please provide the date on which the “service box” was replaced.
- (c) Please identify who replaced the “service box” and whether that person is a licensed electrician.
- (d) Please provide documentation that a wiring approval was submitted to Duquesne Light following the replacement of the “service box.”
- (e) When did you convert the Service Address to “all electric appliances”? Please identify every appliance that was converted to electric at that time.
- (f) Please identify the Duquesne Light employee(s) who you claim “explained to the Koger family No neutral connection from the telephone poll creates too much or too little on the electrical wiring,” “asked the Koger family ‘have your large appliances just stop working for no reason?’ and said ‘too much or too little on the electrical wiring has enfeebled everything in the house and put the family at risk of a possible fire.’”
- (g) When did the Duquesne Light employee(s) identified in subpart (f) make those statements?
- (h) Please describe in detail what you mean by “the required ‘neutral wire’ from the telephone was never connected to the house.”
- (i) Please identify the dates you are alleging that Duquesne Light visited the service address “as the pretext to ‘inspect’ the service box and/or disconnect power.”
- (j) Please produce all Documents relied upon in responding to subparts (a) through (i).

DLC Set I-16

Re: Email dated June 6, 2024, attached hereto as **DLC Set I-16 Attachment 1.**

- (a) Please describe in detail the “over-voltage/over current conditions” referenced in this email.
- (b) Please describe in detail the “failure at the meter box” referenced in this email.
- (c) Please describe in detail what you mean by “service point overheating.”

- (d) Please identify the Xfinity equipment that was “burn[ed].”
- (e) Please identify the date(s) that Xfinity technicians visited the Service Address and advised you of the issues alleged in subparts (a) through (d) above.
- (f) Please describe in detail the bodily harm you allege occurred due to the installation of the “new meter box.”
- (g) Please provide all Documents relied upon in responding subparts (a) through (f) of this request.

DLC Set I-17

Re: Amended Complaint ¶ 24

To the extent not already identified in response to Questions 2, 5, 6, and 15, above, please identify every time that you have hired an electrician to perform electrical work at the Service Address since January 1, 2022. For each instance identified, please provide:

- (a) A detailed description of the electrical work performed;
- (b) The identity of the electrician(s) or person(s) who performed the work, including their business address; and
- (c) Please provide all Documentation of the electrical work performed, including but not limited to copies of invoices, bills, notes, and communications.

DLC Set I-18

Please identify each person you plan to call as a fact witness in this proceeding, including yourself. For each person, please:

- (a) Provide the person’s name, home and business address, background, and qualifications;
- (b) Explain in detail the subject matter(s) on which the witness is expected to testify; and
- (c) Provide the source(s) of information relied upon or referenced by the witness.

DLC Set I-19

Please identify each person you plan to call as an expert witness in this proceeding. For each person, please:

- (d) Provide the person's name, home and business address, background, and qualifications;
- (e) Explain in detail the subject matter(s) on which the witness is expected to testify;
- (f) Provide the source(s) of information relied upon or referenced by the witness; and
- (g) Provide a copy of the expert witness's current curriculum vitae.

**ATTACHMENT 15-1**

## Rulli, Megan

---

**From:** Todd Elliott Koger <kogerfriend@gmail.com>  
**Sent:** Wednesday, April 2, 2025 5:55 PM  
**To:** Morris, Roxanne D.; Rulli, Megan  
**Subject:** Proof of Customer [REDACTED] Claim and the October 11, 2023 Section 1501 Legal Responsibility Identified  
**Attachments:** Copy Notice of Customer [REDACTED] Claim June 6, 2024.pdf; Copy Notice of Customer [REDACTED] Claim June 6, 2024 Attachment.pdf  
**Follow Up Flag:** Follow up  
**Flag Status:** Completed

**ALERT: This message originated outside of Post & Schell's network. BE CAUTIOUS before clicking any link or attachment.**

**Roxanne D. Morris**  
**Supervisor, Regulatory Consumer Relations**

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

Dear All:

Please find proof of the Koger family's June 6, 2024 email that notified a "Customer [REDACTED] Claim" submitted to Duquesne Light and that email's attachment "confirmation" of the claim.

Megan E. Rulli's email today suggests such was never filed. That is, at 4:25 pm on April 2, 2025, Megan E. Rulli sent the following by email:

*"Following our telephone conversation earlier today regarding your active Formal Complaints before the Public Utility Commission against Duquesne Light Company ("Duquesne Light" or "Company"), I reached out to the Company to find out whether a damage claim was submitted to Duquesne Light. The Claims Department has no records of receiving a damage claim related to the incidents you describe in the email below or the October 11, 2023, service visit to your address.*

*In order to submit a damage claim to the Company, you can call 412-393-6093. You will be guided through a series of prompts to answer questions regarding the claim. You can also submit a claim online through this link: Customer Claims. From there, the Company will process your damage claim. Please note that the processing of a claim does not guarantee reimbursement for damages."*

1. The Koger family have "repeatedly advised" the Duquesne light Supervisor on October 11, 2023 discovered the required "neutral wire" from the telephone was never connected to the house when Duquesne Light demanded it replace the "service box" because of the Koger families "conversion to all

electric appliances." He showed the Koger family specifically "how a hot wire from the telephone poll was connected but no required neutral wire."

2. The Duquesne Light Supervisor advised "the company has enervated "fried" all of the electrical wiring and appliances in your house!" He said he would immediately notify the company (file the required emergency claim). He is the individual who explained to the Koger family "No neutral connection from the telephone poll creates too much or too little on the electrical wiring." He asked the Koger family "have your large appliances just stop working for no reason?" He said "too much or too little on the electrical wiring has enfeebled everything in the house and put the family at risk of a possible fire."

3. The Koger family has repeatedly explained such to Duquesne Light by telephone, email legal filing, and the Customer [REDACTED] Claim.

4. The Koger family has repeatedly explained to Duquesne Light that CLEAResult on three occasions have explained "the same information as the Duquesne Light Supervisor" and have cited such as the "reason" they will not certify a site visit.

5. Duquesne Light's "denial" of having received "Customer [REDACTED] Claim" is in direct "bad faith" of its legal responsibility.

Duquesne Light is well aware of the claim and has used it twice as the pretext to "inspect" the service box "suggesting there was a customer created problem attempting to disconnect the service box and shut off the electricity." However, when discovered on the second attempt to shut the service off, a supervisor by telephone "ordered a new inspection" of the service box (because the Duquesne Light Supervisor had already "corrected the no neutral connection from the telephone poll" on October 11, 2023 the service box passed the unannounced inspection).

Using "bad faith" and "pretext" to stage a new inspection of the service box does not absolve Duquesne Light of its duty to adhere to its statutory mandate under Section 1501 of the Pennsylvania Public Utility Code, which necessitates the provision of safe, adequate, and reasonable service and facilities.

As communicated to attorney Megan E. Rulli during today's telephone call: On October 11, 2023, the Duquesne Light Supervisor advised "the company has enervated "fried" all of the electrical wiring and appliances the house!" The "Bankruptcy STAY" is not an available defense for Duquesne Light's failure to mitigate the ongoing harm and Section 1501 responsibility identified on October 11, 2023 by a Duquesne Light Supervisor.

*/s/*

**Todd Elliott Koger, Sr.**  
**Elliott-Todd Parker Koger**  
515 Kelly Avenue  
Pittsburgh, PA 15221  
(412) 758-4510

**ATTACHMENT 16-1**



Todd Elliott Koger <kogerfriend@gmail.com>

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## Notice of Customer [REDACTED] Claim June 6, 2024

1 message

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Todd Elliott Koger <kogerfriend@gmail.com>

Thu, Jun 6, 2024 at 3:55 PM

To: "Morris, Roxanne D." <RMorris@duqlight.com>, CMiller@duqlight.com

**Roxanne D. Morris**  
**Supervisor, Regulatory Consumer Relations**

**C. Miller**  
**CAP Program**

**CUSTOMER CLAIM:**

Todd Elliott Koger, Sr.; Elliott-Todd Koger; and the Koger Family  
515 Kelly Avenue  
Pittsburgh, PA 15221  
[REDACTED]

**ACCOUNT NUMBER:**

**ACCOUNT HOLDER:**

Todd Elliott Koger, Sr.; Elliott-Todd Koger; and the Koger Family

**DATE OF OCCURRENCE:**

Duquesne Light Supervisor identified and admitted on October 11, 2023, (as a result of Xfinity technicians having identified for the second time "over-voltage/over current conditions" and failure at the meter box and service point overheating and burning their equipment and wire connection to the home), he determined "no neutral connection was ever established" when the new meter box was installed by Duquesne Light technicians.

As identified and admitted on October 11, 2023, a Duquesne Light Supervisor advised that the "ongoing" electrical arc on the residential panel box within the home, leading to considerable harm to the property, major home appliances, electronic gadgets, elevated utility expenditure/unjustified higher billing and bodily harm.

**INCIDENT DESCRIPTION:**

A Duquesne Light inspection on the meter box on October 11, 2023, after Xfinity technicians identified for the second time "over-voltage/over current conditions" and failure at the meter box and service point overheating and burning their equipment and wire connection to the home.

Upon Duquesne Light's evaluation and confirmation on October 11, 2023, that the "newly installed" meter box lacked the required neutral connection, the company representative admitted "culpability" in failing to meet a heightened obligation to prevent foreseeable harm that imposed an unwarranted risk and years of property damages to the GD-05-018165 Koger family home. See Commerce Bank/Pa v. First Union Nat'l Bank, 911 A.2d 133, 139. See also Restatement (Second) of Torts Section 302 (1965).

Duquesne Light, as an electric service provider, is obligated to not inflict harm on others through proactive actions, in situations where injury is foreseeable; and must be minded to consider the cumulative circumstances associated with installation of a meter box without the required neutral connection. See Seebold v Prison Health Servs. Inc. 618 Pa. 632, at 654, 57 A.3d 1232, at 1246 (2012); quoting Mirnek v. West Penn Power Co., 279 Pa. 188, 191, 123 A. 769, 770 (1924).

Duquesne Light's intentional acts related to the installation of the "new meter box," deliberately install inaccurately and ineptly, without an indispensably required neutral connection, perpetuated an ongoing electrical arc on the residential panel box within the home, leading to considerable harm to the real property, major home appliances, electronic gadgets, elevated utility expenditure/unjustified higher billing and bodily harm.

The Supervisor who admitted the "culpability" after his inspection of October 11, 2023, advised he would place a claim for the Koger family. Additionally, since the discovery of the "intentional harm" Duquesne Light has been given formal written

notice of the issue.

To retaliate, Duquesne Light representative "terminated" the Koger Family's enrollment in the CAP program (suggested an inability to contact the family despite having previously agreed to email communications, and an email communication from Duquesne Light having been exchanged just one week prior to the termination).

Moreover, a "new" CAP enrollment was completed and despite advising the CLEAResult program of a need for a "home visit" such was rejected "3-times" by the CLEAResult program (Koger family advised "no home visit is possible until Duquesne Light addresses the "no neutral connection issue that perpetuated an ongoing electrical arc on the residential panel box within the home, leading to considerable harm to the real property, major home appliances, electronic gadgets, elevated utility expenditure/unjustified higher billing and bodily harm."

The information "the CLEAResult program" communicated to the Koger family "3-times" was put in writing and shared with Roxanne Morris and C Miller on April 29, 2024. However, because neither Ms. Morris nor Ms. Miller corrected the CAP issue and/or the "no neutral connection damage issue," on May 3, 2024 the Koger Family was forced to file Bankruptcy at 24-21081-GLT.

Since the Bankruptcy filing Duquesne Light has continued to refuse to address the CAP enrollment and/or the "no neutral connection damage issue" and now has suggested an outrageous "Security Deposit" as an additional intentional act of retaliation.

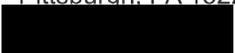
**DAMAGES:**

As identified and admitted on October 11, 2023, a Duquesne Light Supervisor advised that the "ongoing" electrical arc on the residential panel box within the home, leading to considerable harm to the property, major home appliances, electronic gadgets, elevated utility expenditure/unjustified higher billing and bodily harm.

That is, on October 11, 2023, a Duquesne Light Supervisor's inspection (as a result of Xfinity technicians having identified for the second time "over-voltage/over current conditions" and failure at the meter box and service point overheating and burning their equipment and wire connection to the home), determined "no neutral connection was ever established" when the new meter box was installed by Duquesne Light technicians.

There are additional ongoing claims related to the "retaliation" and the unlawful acts identified in PUC Case records at C-2023-3038703, C-2019-3013238 and C-2020-3020394, among others.

/s/  
**Todd Elliott Koger, Sr.**  
/s/  
**Elliott-Todd Koger**  
515 Kelly Avenue  
Pittsburgh, PA 15221



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# **APPENDIX B**

**October 1, 2025, Email to Complainant  
Regarding Responses to Duquesne Light – Set I**

## Rulli, Megan

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**From:** Todd Elliott Koger <kogerfriend@gmail.com>  
**Sent:** Wednesday, October 1, 2025 11:03 AM  
**To:** Rulli, Megan  
**Subject:** Re: Todd Elliott Koger, Sr. and Elliot-Todd Parker Korger v. Duquesne Light Docket Nos. C-2024-3049627 and C-2025-3054190

**ALERT: This message originated outside of Post & Schell's network. BE CAUTIOUS before clicking any link or attachment.**

Attorney Rulli,

We still have 30-days of discovery during the month of October 2025. Therefore, any hearing on this issue must occur after the thanksgiving holiday, possibly in December.

Regarding "status" Duquesne Light is aware that our "offer of due diligence" remains on the table.

1. Duquesne Light is well aware of the admitted "gross negligence" that is at the foundation of this issue.
2. Duquesne Light is well aware that a "third-party Xfinity" twice "replaced their wiring" based on the "gross negligence" causing two fires.
3. Duquesne light itself identified the damage to our family home and personal property (explaining "they fried the wiring inside the home."

We are willing to accept a "reasonable offer of settlement" and the payment to replace the personal property damaged by fire and the like.

Please advise,

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

On Wed, Oct 1, 2025 at 9:20 AM Rulli, Megan <[MRulli@postschell.com](mailto:MRulli@postschell.com)> wrote:

Good morning, Mr. Koger,

Today, we have a status report due in your Complaint proceedings. For reference, please see the Interim Order Establishing Litigation Schedule issued on July 11, 2025, by Judge Watson, which is attached.

The Interim Order requires the parties to submit a status report today providing two proposed hearing dates, consisting of two consecutive days each, in November 2025.

**Can you please let me know your availability for a two-day hearing in November 2025? Please provide all dates that you are available, as Duquesne Light has multiple witnesses with varying availability.**

In addition, can you please let me know when you intend to respond to the discovery served by Duquesne Light on September 9, 2025? The responses were due on September 29, 2025.

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](mailto:MRulli@PostSchell.com)

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