

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

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

V.

C-2024-3049627 and
C-2025-3054190

DUQUESNE LIGHT COMPANY
RESPONDENT

COMPLAINANTS' COMPLIANCE AND MOTION TO ADMIT EVIDENCE

Pursuant to the Interim Order Granting Motion to Compel Discovery dated October 31, 2025, Complainants Todd Elliott Koger, Sr. and Elliott-Todd Parker Koger (collectively, "Complainants"), hereby file this Supplemental Compliance, providing the requisite legal and factual support, including an updated, legally-compliant estimate of damages, in satisfaction of the Administrative Law Judge's (ALJ) October 31, 2025, Order.

I. Undecided Nature of Property Ownership and Jurisdictional Standing

The assertion by Duquesne Light Company (DLC) concerning the finality of property ownership, used to challenge the Complainants' standing, is legally **premature** and should be disregarded by the Commission at this juncture.

- **Legal Authority:** The Pennsylvania Public Utility Code confers upon the Commission the duty to ensure that "Every public utility shall furnish and maintain **adequate, efficient, safe, and reasonable service** and facilities..." **66 Pa. C.S. § 1501**. Complainants' action arises directly from a breach of this statutory duty. The central issue is the *safety and adequacy of DLC's service*, not the ultimate vesting of real property title.
- **Non-Finality of Title:** As disclosed in the Compliance Filing, the procedural history underlying the Complainants' possession remains actively contested at the Commonwealth's highest judicial level. The filing of a **Jurisdiction Statement** seeking review concerning the foreclosure judgment and subsequent 2022 Sheriff's Sale (**Pennsylvania Supreme Court Docket No. 29 WAP 2025**)

establishes that the validity of the underlying judgment is **not yet final** under Pennsylvania law.

- **Effect of Appeal:** The pendency of this matter before the Supreme Court means the issue of property ownership is **sub judice**. The Commission's jurisdiction over the utility-customer relationship, established pursuant to the provision of service, is not vitiated by an *unresolved* title dispute. To hold otherwise would allow a utility to evade its statutory duty under § 1501 based on a collateral legal challenge that has not reached final disposition. Therefore, the Complainants retain sufficient colorable interest to prosecute their claims for service violations and resulting property damage.

II. Admissibility of the AI-Generated Estimate of Damages

Complainants have formally moved for the admission of the AI-Generated Estimate of Damages, asserting that DLC's silence in discovery constitutes a **waiver of objection** under the Commission's liberal evidentiary standards.

- **Standard of Admissibility:** The Commission's evidentiary rule, **52 Pa. Code § 5.401(a)**, provides that "**Relevant and material evidence is admissible subject to objections on other grounds.**" The damages estimate is highly relevant and material to the **quantum of loss** directly resulting from the alleged violation of **66 Pa. C.S. § 1501** (failure to provide safe service).
- **Waiver by Acquiescence:** The Complainants' disclosure of the estimate during the discovery phase provided DLC with a full and fair opportunity to challenge its relevance, materiality, or methodology. DLC's failure to lodge a timely and specific objection to this document in its discovery responses constitutes a **waiver** of that objection, pursuant to the spirit of the Pennsylvania Rules of Evidence, and specifically Pa.R.E. 103(a) (requiring a timely objection or motion to strike).
- **Admissibility as Summary Evidence:** Furthermore, the estimate may be admitted as a summary of voluminous data, specifically pursuant to the Pennsylvania Rules of Evidence **Pa.R.E. 1006**, which allows for the presentation of summaries to prove the content of voluminous writings (purchase receipts, contractor quotes, etc.) that cannot be conveniently examined in court.

III. Key Claims Asserted Against Duquesne Light Company (DLC)

The Complainants assert the following primary claims, among others:

- **Violation of Statutory Duty:** DLC violated **66 Pa.C.S. § 1501** to provide **safe, adequate, and reasonable service.**

- **Unauthorized Repair/Regulatory Violation:** A DLC Senior Operator performed an unauthorized physical manipulation (tightening a loose customer-side neutral connection) on customer-owned equipment on October 11, 2023, violating 66 Pa.C.S. § 1510 and DLC's own tariffs which prohibit utility repair of customer-owned facilities.
- **Spoliation of Evidence:** The unauthorized tightening of the neutral connection on October 11, 2023, irrevocably altered evidence of the pre-repair condition, constituting spoliation.
- **Gross Negligence and Damages:** DLC's conduct led to a "Total Loss" claim for electrical wiring and appliances damaged by the alleged electrical event ("ongoing electrical arc" and/or "no neutral connection") on October 11, 2023.
- **Improper Claims Processing and Withholding Evidence:** DLC allegedly showed a pattern of denying claim receipt and knowingly withholding crucial "Trouble Shooting Inspections" from July/August 2024.
- **Retaliation/Obstructing Assistance:** Actions allegedly thwarted Complainants' ability to re-enroll in the Customer Assistance Program (CAP).
- **Pending Jurisdictional Challenge to Ownership:** The Complainants' underlying property ownership dispute is actively pending before the Supreme Court of Pennsylvania (Docket No. 139 WT 2025), contesting the validity of the foreclosure judgment.
- **Responses to Specific Discovery Inquiries**

Inquiry Topic	Complainants' Response Summary
Electrical Issue & Resolution	Identified as "customer neutral loose" on 10/11/2023, equating to a "no neutral connection" and/or "ongoing electrical arc." The issue was "permanently repaired" on 10/11/2023 by Senior Operator Darryl Honick who <i>tightened</i> the loose customer-side connection.

Elevated Utility Bills	Allegedly correlated to the faulty connection/electrical event beginning in October 2023, referencing a 4,445.54 KWh usage period in early 2022 as evidence of highly elevated usage around the time of the incident.
"Service Box"/Appliances	The "service box" is the meter base/socket (Customer-Side Equipment). Documentation regarding its alleged replacement and "all electric appliances" conversion is provided.
Claim Submission & Documents	Documented notice of the "Total Loss" claim was provided to DLC's legal team as early as November 7, 2023. The "detailed written account" (11/11/2023) and related correspondence are produced.
Damaged Items	Itemized losses and replacement costs are contained within the AI-generated estimate of damages (previously disclosed and moved for admission into evidence), which is produced in compliance. Insurance claim documentation is also produced.
CAP/CLEAR Result Refusal	CLEARResult allegedly "refused to inspect" on at least three occasions, citing concerns over DLC's gross negligence and the electrical hazard ("failure to establish a neutral connection").

Witnesses	Fact Witnesses: Todd Elliott Koger, Sr., Elliott-Todd Parker Koger, and all relevant DLC Personnel (e.g., Darryl Honick and others).
Expert Witnesses	The Complainants reserve the right to call a qualified expert (CV to follow if necessary) to testify on breach of duty (66 Pa.C.S. § 1501), causation of damages, and legal consequences of spoliation (in addition to the AI Estimate not timely objected to).

IV. Second AI-Generated Estimate of Damages (Post-Discovery Order)

Pursuant to the ALJ's October 31, 2025, Order, the Complainants submit the following updated and legally compliant estimate, supporting the **"Total Loss"** claim. This estimate is predicated on the un rebutted facts of the electrical event and the resulting damage to infrastructure and appliances.

Category of Loss	Component Detail	Estimated Cost Range (USD)	Legal Basis/Rationale
I. Property Damage: Infrastructure	Comprehensive Home Rewiring (105 y.o. home, 2,000-2,500 sq. ft.)	\$12,000 to \$30,000	Direct cost of repair necessitated by the ongoing electrical event and DLC's unauthorized manipulation/spoliation of the loose neutral connection. Rewiring cost derived from industry standards of \$6 to \$12 per sq. ft.

	Electrical Panel Upgrade (as required by current code)	\$400 to \$2,500	Cost incurred due to the need to meet current safety standards following the damage.
II. Property Damage: Chattels	Basic Appliances Replacement (Refrigerator, Range, Microwave, Dishwasher)	\$2,100 to \$5,400	Direct cost of replacing essential household chattels damaged for years by over-voltage/no neutral condition attributed to DLC's breach of duty under 66 Pa. C.S. § 1501 .
	High-End/ Electronics Replacement (Large-Screen TVs, Computers, etc.)	\$5,000 to \$10,000+	Direct cost of replacing specialized electronics damaged over years by the voltage fluctuation.
III. Incidental Damages	Pain, Suffering, and Emotional Distress	Unquantified; For Commission Determination	Damages resulting from DLC's alleged gross negligence, bad faith, refusal to mitigate harm, and obstruction of CAP/financial assistance , requiring the Complainants to endure for years unsafe service and financial distress. While the PUC is generally a court of limited jurisdiction, the Commission may consider the utility's conduct and its impact on the Complainants' well-being when assessing the

			overall breach of the duty of reasonable service .
V. TOTAL PROJECTED LOSS	Combined Estimated Cost	\$19,500 to \$47,900+	The uncontested range of compensable damages resulting from DLC's actions and inactions.

Respectfully submitted,

TODD ELLIOTT KOGER, SR.

ELLIOTT-TODD PARKER KOGER

Date: November 6, 2025

VERIFICATION

Both, **Todd Elliott Koger, Sr.** and **Elliott-Todd Parker Koger**, Complainants in the above-captioned matter, hereby state that I/we are authorized to make this Verification and that the facts set forth in the foregoing **Complainants' Supplemental Compliance and Motion to Admit Evidence** are true and correct to the best of my/our knowledge, information, and belief, and that I/we expect to be able to prove the same at a hearing held in this matter.

I/we understand that the statements made herein are subject to the penalties of **18 Pa. C.S. § 4904** (relating to unsworn falsification to authorities).

Dated this 3rd day of November, 2025.

/s/ Todd Elliott Koger, Sr.

/s Elliott-Todd Parker Koger

(412) 758-4510

kogerfriend@gmail.com

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PROPOSED ORDER

AND NOW, on this the _____ day of _____, 2025, this matter, upon consideration of Complainant's Motion to Admit the AI-Generated Estimate of Damages, it is hereby **ORDERED** as follows:

1. The Motion is **GRANTED**.
2. The AI-generated estimate of damages, previously disclosed during discovery and not objected to by Respondent, is admitted into evidence in this proceeding.
3. The weight and credibility of this evidence shall be determined by the Presiding Officer in the context of the full record.
4. This Order is entered pursuant to **52 Pa. Code § 5.401**, which permits admission of relevant and material evidence, and in recognition of Respondent's waiver of objection by failing to raise any challenge during discovery.

BY THE COMMISSION:

_____ J.

CERTIFICATE OF COMPLIANCE

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

/s/ Elliott-Todd Parker Koger
/s/ Todd Elliott Koger
(412) 758-4510

PROOF OF SERVICE

Both Elliott-Todd Parker Koger and Todd Elliott Koger, Sr., certify that on this the 3rd day of November 2025, served the following on:

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

/s/ Elliott-Todd Parker Koger
/s/ Todd Elliott Koger
(412) 758-4510