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Megan E. Rulli

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File #: 211983

November 26, 2025

***VIA ELECTRONIC FILING***

Matthew L. 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 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 Secretary Homsher:

Pursuant to the Interim Order issued on November 20, 2025, in the above referenced proceedings, attached for filing is the Renewed Motion of Duquesne Light Company to Dismiss the Formal Complaints of Todd Elliot Koger, Sr. and Elliot-Todd Koger in the above-referenced proceedings. Copies are being provided per the Certificate of Service.

Respectfully submitted,



Megan E. Rulli  
Associate

MER/dmc  
Attachment

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

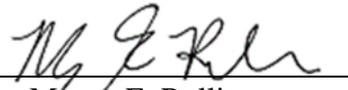
**CERTIFICATE OF SERVICE**

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: November 26, 2025

  
\_\_\_\_\_  
Megan E. Rulli

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Todd Elliott Koger, Sr. and Elliot-Todd Parker Koger, :  
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:   
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 § 5.371(b), YOU MAY FILE A REPLY TO THE ENCLOSED MOTION TO DISMISS 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.



\_\_\_\_\_  
Megan E. Rulli (ID # 331981)  
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Attorney for Duquesne Light Company

Date: November 26, 2025

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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

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**RENEWED MOTION OF DUQUESNE LIGHT COMPANY TO  
DISMISS THE FORMAL COMPLAINTS OF TODD ELLIOT KOGER, SR. AND  
ELLIOT-TODD PARKER KOGER**

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TO ADMINISTRATIVE LAW JUDGE JEFFREY A. WATSON:

Pursuant to 52 Pa. Code §§ 5.371-5.372, Duquesne Light Company (“Duquesne Light” or the “Company”) hereby files this Renewed Motion to Dismiss the Formal Complaints filed by Todd Elliot Koger, Sr. and Elliot-Todd Parker Koger (“Complainants”) in the above-captioned proceeding, due to their failure to comply with the Interim Order Granting Motion of Duquesne Light Company to Compel Responses to Discovery issued by Administrative Law Judge Jeffrey A. Watson (the “ALJ”) on October 31, 2025 (“October 31, 2025 Order”), as well as the Interim Order issued on November 20, 2025 (“November 20, 2025 Order”), which held the Motion to

Dismiss of Duquesne Light in abeyance and extended the deadline for the Complainants to comply with the October 31, 2025 Order, until 4:00 PM on November 25, 2025. In support of its Motion, Duquesne Light states as follows:

**I. INTRODUCTION**

1. On June 20, 2024, Duquesne Light was served with a Formal Complaint filed by the Complainants, which was docketed at C-2024-3049627 (“First Complaint”).

2. On March 26, 2025, Duquesne Light was served with a second Formal Complaint filed by the Complainants, which was docketed at C-2025-3054190 (“Second Complaint”).

3. On April 17, 2025, Duquesne Light filed a Motion to Consolidate the two Complaint proceedings, given the overlapping issues of fact and law in both proceedings. Specifically, both the First and Second Complaint include allegations that a loose neutral discovered at the Complainants’ service address on October 11, 2023, continues to pose a safety concern and is preventing the Complainants’ enrollment in the Company’s Customer Assistance Program (“CAP”). The Complainants did not file a response or objection to the Company’s Motion to Consolidate.

4. On April 25, 2025, Duquesne Light was served with an Amended Complaint at Docket No. C-2025-3054190.<sup>1</sup> The Amended Complaint raised additional allegations regarding the alleged electrical issue(s) at the service address and the Complainants’ CAP enrollment.

5. On July 10, 2025, the ALJ granted the Company’s Motion to Consolidate the proceedings.

6. On July 11, 2025, the ALJ issued an Interim Order Establishing Initial Litigation Schedule (“Scheduling Order”), which, among other things: (1) required the parties to provide

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<sup>1</sup> It is unclear whether the Complainants ever filed this Amended Complaint with the Commission, as it does not appear at either of the above-captioned dockets.

each other notice of, identify, and summarize the testimony of any fact witnesses on or before September 1, 2025; (2) required the parties to provide each other notice of, identify, and summarize the testimony of any expert witnesses on or before September 5, 2025; and (3) established October 31, 2025, as the deadline for discovery in these proceedings.

7. Also on July 11, 2025,<sup>2</sup> the Complainants served Complainants' First Set of Requests for Production of Documents and Things and First Set of Interrogatories ("Complainants Set I") on Duquesne Light via email. Responses to Complainants Set I were due to be served by August 1, 2025.

8. On July 21, 2025, Duquesne Light timely served its Objections to Complainants Set I. Specifically, Duquesne Light objected to Requests for Production Nos. 3, 4, and 5 and Interrogatories Nos. 2 and 10.

9. On July 28, 2025, the Complainants served a Motion to Compel Production of Discovery ("Motion to Compel"), arguing that the Company's Objections should be overruled.

10. On August 1, 2025, Duquesne Light timely served its Answers to all but one of the requests contained in Complainants Set I.

11. On August 4, 2025, Duquesne Light timely served its Answer to the Complainants' Motion to Compel.

12. On September 2, 2025, Duquesne Light provided the Complainants with a list of the fact witnesses it plans to call at the hearings and summaries of the anticipated testimony of those fact witnesses.

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<sup>2</sup> The Complainants served their discovery via email received at 6:26 PM on Thursday, July 10, 2025. Because the discovery responses were served after 4:30 PM, they are deemed to have been served on July 11, 2025. *See* 52 Pa. Code § 1.56(a)(5).

13. On September 5, 2025, Duquesne Light provided notice to the Complainants that the Company does not intend to call any expert witnesses at the hearings for these matters. To date, the Complainants have not provided notice to Duquesne Light of any expert witnesses they plan to call at the evidentiary hearings.

14. 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**.

15. 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.

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

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

18. On September 25, 2025, the ALJ issued an Interim Order Denying Complainants’ Motion to Compel Discovery Responses in full.

19. On October 1, 2025, Counsel for Duquesne Light emailed the Complainants to inquire 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**.

20. On October 16, 2025, Duquesne Light filed a Motion to Compel responses to DLC to Complainants Set I.

21. The Complainants never filed an Answer to the Motion to Compel.

22. On October 16, 2025, the Commission issued an Initial In-Person Hearing Notice, scheduling the in-person hearings for the above-captioned Complaints for December 8 and 10, 2025, at the Commission's Pittsburgh headquarters.

23. Also on October 16, 2025, the ALJ issued a Prehearing Order Requiring Distribution of Proposed Exhibits and Other Requirements for the Evidentiary Hearings, which, among other things, required each party to serve copies of all proposed evidence on the opposing party and the ALJ on or before 4:00 PM on December 3, 2025.

24. On October 31, 2025, the ALJ issued an Order granting Duquesne Light's Motion to Compel. The October 31, 2025 Order specifically directed the Complainants to "serve upon counsel for Respondent, full and complete answers and responses, in their entirety, to Duquesne Light Companies Set I discovery requests, as identified in the Motion to Compel filed on October 16, 2025, on or before 4:00 p.m. on Thursday, November 6, 2025." (Order, p. 23.) In addition, the Order noted that "the failure of Complainants to fully and timely comply with the terms and provisions set forth in this Interim Order may result in the imposition of sanctions, upon the filing of an appropriate Motion or request for relief." (*Id.*) A true and correct copy of the October 31, 2025 Order is attached hereto as **Appendix C**.

25. On or about November 3, 2025, the Complainants filed a document entitled "Complainants Compliance and Motion to Admit Evidence," purporting to comply with the Order granting Duquesne Light's Motion to Compel. The document includes a "summary table" that appears to group the subject matters of Duquesne Light's discovery requests into categories and

provides a brief, one sentence summary of the Complainants' position on each of these issues. A true and correct copy of this filing is attached hereto as **Appendix D**. The Complainants failed to serve this filing on the Company or its counsel.

26. On November 12, 2025, Duquesne Light filed a Motion to Dismiss the Complainants' Formal Complaints with prejudice, due to their failure to comply with the ALJ's October 31, 2025 Order granting Duquesne Light's Motion to Compel, as well as the Commission's discovery regulations.

27. On or about November 18, 2025, the Complainants filed their Opposition to the Company's Motion to Dismiss. A true and correct copy of the Complainants' Opposition to the Company's Motion to Dismiss is attached hereto as **Appendix E**.

28. On November 20, 2025, the ALJ issued the November 20, 2025 Order, which held the Motion to Dismiss of Duquesne Light Company in abeyance and extended the deadline for the Complainants to comply with the October 31, 2025 Order to 4:00 PM on November 25, 2025. A true and correct copy of the November 20, 2025 Order is attached hereto as **Appendix F**.

29. As of the filing of this Renewed Motion, no formal and complete responses to DLC to Complainants Set I have been received. In addition, despite the representations made in the Complainants' filing dated November 3, 2025, and in the Complainants' Opposition to the Company's Motion to Dismiss, the Complainants have also failed to produce any documents responsive to the Company's discovery requests.<sup>3</sup>

30. For the reasons explained herein, Duquesne Light respectfully requests that the ALJ grant the instant Renewed Motion and dismiss the Complainants' Formal Complaints with

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<sup>3</sup> At various points in these filing, the Complainants state that they provided supporting documentation to the Company, including an alleged "supplemental filing" dated November 6, 2025, which the Company has never received. No responsive documents were attached to these filings and no responsive documents have been served on the Company to date.

prejudice, due to their failure to comply with the ALJ's October 31, 2025 Order, the ALJ's November 20, 2025 Order, and the Commission's discovery regulations.

## **II. LEGAL STANDARDS**

31. 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.*

32. Answers to written interrogatories must "[a]nswer each interrogatory fully and completely unless an objection is made." *Id.* § 5.342(a)(4).

33. 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 refused to obey an order of the presiding officer respecting discovery. *See* 52 Pa. Code § 5.371(a).

34. Among the potential sanctions, the ALJ may enter:

(1) An 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) An order refusing to allow the disobedient party to support or oppose designated claims or defenses, or prohibiting the party from introducing in evidence designated documents, things or testimony.

(3) An 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.

(4) An order with regard to the failure to make discovery as is just. 52 Pa. Code § 5.372(a)(1)-(4) (emphasis added).

**III. RENEWED MOTION TO DISMISS FOR FAILURE TO COMPLY WITH THE ORDER GRANTING MOTION TO COMPEL**

35. Duquesne Light respectfully requests that the ALJ grant the instant Renewed Motion and dismiss the Complainants' Formal Complaints with prejudice, due to their failure to comply with the ALJ's October 31, 2025 Order, the ALJ's November 20, 2025 Order, and the Commission's discovery regulations.

36. Here, Duquesne Light has propounded straightforward requests for the Complainants to provide information that is very relevant to the issues in this proceeding.

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

38. 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.

39. 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.)

40. 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.)

41. In Question 7, Duquesne Light asks the Complainants to provide information about the allegations made in their Amended Complaint that that the actions of Duquesne Light warrant investigation into “elevated utility bills.” (Amended Complaint ¶ 33.)

42. In Questions 8 through 10, Duquesne Light asks the Complainants to provide information related to their contacts with Duquesne Light contractor CLEAResult and the requirement to complete a Smart Comfort visit to enroll in CAP, which the Complainants have placed in issue in these proceedings.

43. Questions 11 through 14 ask the Complainants to provide information in support of their claims that the Company’s actions or omissions have caused damage to their property, including what items they claim were damaged and whether any of those items have been replaced or repaired.

44. Question 15 seeks information related to the Complainants’ statements made in an April 2, 2025, email to the Company, 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.

45. Question 16 seeks information related to the Complainants’ statements made in a June 6, 2024, email to the Company, 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.

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

47. In Questions 18 and 19, Duquesne Light has asked for basic information about the Complainants’ direct case, including that they identify any lay witnesses and expert witnesses they plan to call to testify.

48. By refusing to answer any of these interrogatories fully, even after being directed to do so **twice** by the ALJ, the Complainants are denying Duquesne Light due process and preventing the full and complete development of the evidentiary record in these proceedings.

49. Although the Complainants filed a document on or about November 3, 2025, purporting to “comply” with the ALJ’s Order, that document does not contain responsive answers or documentation to Duquesne Light’s discovery requests. *See Appendix D.* Instead, the Complainants merely included a table grouping the Company’s discovery requests into broad categories and provided one sentence summaries of their positions on those issues.

50. In addition, the Complainants’ Opposition to the Company’s Motion to Dismiss does not contain any responses to the Company’s discovery requests and instead maintains that the summary table provided sufficiently responds to the Company’s discovery requests. While the Opposition references a November 6, 2025, “supplemental filing” purporting to provide “detailed legal and factual support, including itemized damages,” to date this “supplemental filing” has not been served on the Company, as the Complainants represent.

51. Moreover, the “summary table” produced on November 3, 2025, and its bare-boned contents are not responsive to the Company’s discovery requests, which sought further details on the many and varied claims raised by the Complainants in their **three** Complaints filed at the above-referenced dockets. Without full and complete responses to these requests, the Company cannot properly respond to the Complainants’ claims or prepare for the scheduled hearings.

52. Despite being afforded additional time, nearly 60 extra days, to respond to the Company’s basic discovery inquiries, the Complainants have failed to serve **any** substantive responses.

53. The Complainants’ actions demonstrate their complete disregard of the ALJ’s October 31, 2025 Order, the ALJ’s November 20, 2025 Order, and the Commission’s regulations governing discovery.

54. Importantly, the Commission has regularly dismissed customer complaints with prejudice due to the complainants’ failure to answer discovery in compliance with the presiding administrative law judge’s orders granting motions to compel. *See, e.g., Carol Sojda & Carol Lutzkanin v. Metropolitan Edison Co.*, Docket No. C-2017-2638350, pp. 7-8 (Jan. 9, 2019), *adopted*, Docket No. C-2017-2638350 (Order entered Mar. 28, 2019); *Kimberly Beckmann v. Metropolitan Edison Co.*, Docket No. C-2017-2613702, pp. 7-10 (Jan. 31, 2019), *adopted*, Docket No. C-2017-2613702 (Order entered Apr. 11, 2019); *Darlene Stanton v. Pennsylvania Electric Co.*, Docket No. C-2018-3001144, pp. 6-11 (May 10, 2019), *adopted*, Docket No. C-2018-3001144 (Order entered July 11, 2019); *Diana Cook v. West Penn Power Co.*, Docket No. C-2018-3003051, pp. 6-10 (May 1, 2019), *adopted*, Docket No. C-2018-3003051 (Order entered July 11, 2019); *Kyle M. Denlinger v. Duquesne Light Utilities Corp.*, Docket No. C-2018-3005721, pp. 4-11 (Aug. 16, 2019), *adopted*, Docket No. C-2018-3005721 (Order entered Sept. 26, 2019); *Mary*

*Toleno v. Duquesne Light Utilities Corp.*, Docket No. C-2019-3007821, pp. 4-10 (Sept. 23, 2019), *adopted*, Docket No. C-2019-3007821 (Order entered Nov. 7, 2019).

55. Here, the Complainants have served their own discovery requests on the Company. In good faith, the Company answered all but one of these requests, despite raising valid objections. For their part, the Complainants have filed **eight** pre-hearing motions to date, including **four** of their own discovery motions seeking sanctions of some sort against the Company. The Company maintains that the Complainants' prolific filings evidence their ability to understand the litigation process, including the consequences of failing to comply with the ALJ's Orders or properly respond to the discovery requests.

56. Indeed, the ALJ warned the Complainants "[t]hat the failure of Complainants to fully and timely comply with the terms and provisions set forth in this Interim Order may result in the imposition of sanctions, upon the filing of an appropriate Motion or request for relief." (*See* October 31, 2025 Order, p. 23.)

57. In addition, the November 20, 2025 Order stated "[t]hat the failure of Complainants to fully and timely comply with the terms and provisions set forth in this Interim Order may result in the imposition of sanctions, which may include dismissal of the formal complaints filed by complainants, upon the filing of an appropriate Motion or request for relief." (*See* November 20, 2025 Order, p. 6) (emphasis added).

58. Thus, consistent with the Commission's regulations and precedent, Duquesne Light respectfully requests that the ALJ grant the instant Motion and dismiss the Complainants' Formal Complaints with prejudice.

**IV. CONCLUSION**

For the reasons set forth above, Duquesne Light Utilities Corporation respectfully requests that Administrative Law Judge Jeffrey A. Watson grant this Renewed Motion and dismiss the Formal Complaints filed by Todd Elliott Koger, Sr. and Elliot-Todd Parker Koger with prejudice.

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: November 26, 2025

Attorney for Duquesne Light Company

# **APPENDIX A**

## **Interrogatories and Requests for Production of Documents Propounded by Duquesne Light Company on Complainants – 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, :  
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Complainants, :  
 : Docket No. C-2024-3049627  
v. :  
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Duquesne Light Company, :  
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Respondent. :

Todd Elliott Koger, Sr. and Elliot-Todd :  
Parker Koger, :  
 :  
Complainants, :  
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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

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**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:**

[REDACTED]

**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.

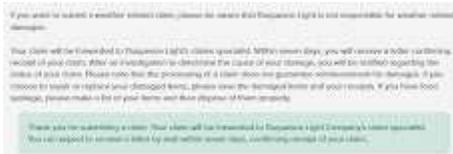
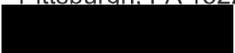
**DAMAGES:**

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**

## **Correspondence with Complainants Regarding Outstanding Discovery Requests**

## 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 Koger 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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# **APPENDIX C**

**October 31, 2025 Order**

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Todd Elliott Koger, Sr. and Elliot-Todd Parker Koger,	:	
	:	
	:	
Complainants,	:	
	:	C-2024-3049627
v.	:	
	:	
Duquesne Light Company,	:	
	:	
Respondent,	:	

Todd Elliott Koger, Sr. and Elliot-Todd Parker Koger,	:	
	:	
	:	
Complainants,	:	
	:	C-2025-3054190
v.	:	
	:	
Duquesne Light Company,	:	
	:	
Respondent.	:	

**INTERIM ORDER GRANTING MOTION OF DUQUESNE LIGHT COMPANY TO  
COMPEL RESPONSES TO DISCOVERY**

**PROPOUNDED ON COMPLAINANTS – SET I**

On October 16, 2025, pursuant to 52 Pa. Code §§ 5.342(g) and 5.349(d), Duquesne Light Company (Duquesne Light, DLC, or Company) filed a Motion to Compel Responses to Discovery Propounded on Todd Elliott Koger, Sr. and Elliot-Todd Parker Koger (Complainants) – Set I (Motion to Compel).

In its Motion to Compel, the Company avers 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) upon Complainants by electronic and first-class mail.

The Company avers, pursuant to the Commission’s regulations, objections to its Complainants Set I discovery requests were due on or before September 19, 2025, and responses were due on or before September 29, 2025.

In its Motion to Compel, Company asserts the Complainants never served any objections to DLC to Complainants Set I by September 19, 2025, and that Complainants did not provide responses to DLC to Complainants Set I by September 29, 2025.

The Company further asserts that 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 planned to serve any responses. Duquesne Light attached a copy of correspondence that it identified between Duquesne Light and the Complainants regarding the responses to the discovery requests, to the Motion to Compel, marked as Appendix B.

In its Motion to Compel, Duquesne Light asserts Complainants did not provide any responses to the Company to Complainants Set I.

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.<sup>1</sup> 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.”<sup>2</sup>

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<sup>1</sup> 52 Pa. Code § 5.321(c).

<sup>2</sup> *Id.*

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

Duquesne Light asserts it served its first set of interrogatories on September 9, 2024, upon Complainants. Accordingly, any objections to Complainants Set I were due on or before September 19, 2025. According to the Company, Complainants did not object to any question in DLC to Complainants Set I on or before September 19, 2025.

The Company argues Complainants have waived the right to object to these interrogatories and must provide answers to them.<sup>3</sup>

Answers to written interrogatories must “[a]nswer each interrogatory fully and completely unless an objection is made.”<sup>4</sup> Answers must be served within 20 days after service of the interrogatories.<sup>5</sup>

Similarly, a party shall serve a response to a request for documents within 20 days after the service of the request.<sup>6</sup> The requesting party may move to compel a response to a request for documents with respect to a failure to respond to the request.<sup>7</sup>

The Company asserts 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 the subject discovery requests.

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<sup>3</sup> 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”).

<sup>4</sup> *Id.* § 5.342(a)(4).

<sup>5</sup> *Id.* § 5.342(d).

<sup>6</sup> *Id.* § 5.349(d).

<sup>7</sup> *See id.*

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

The Company further addressed the following discovery requests.

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

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.

The Company submits Question 1 asking Complainants to detail all the claims related to the allegations in the Complaints filed in these proceedings. Duquesne Light asserts this basic, foundational question is critical to knowing what issues the Complainants will be raising at the hearing. Without an answer, Duquesne Light asserts it would not be fully prepared to respond to all of the Complainants' issues.

Duquesne Light asserts 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). In its Motion to Compel, Duquesne Light asserts 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.

Duquesne Light contends this basic question about the claims the Complainants plan to pursue is critical to responding to the extensive allegations raised throughout the Complaints.<sup>8</sup> Without answers, Duquesne Light asserts it and its witnesses would not be fully prepared to respond to all of the Complainant's allegations at the hearing.

Duquesne Light argues it 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.

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

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.

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<sup>8</sup> See First Complaint ¶¶ 4-5; Second Complaint ¶¶ 4-5; Amended Complaint ¶¶ 13-56.

- (a) Please provide all Documents relied upon in responding to subparts (a) through (f).

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).

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.

Duquesne Light asserts 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.<sup>9</sup> The Company asserts 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.

Given these allegations, the Company asserts 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, according to the Company, also seek pertinent information related to any repairs or investigations into these alleged electrical issues that the Complainants have made.

Duquesne Light argues 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 asserts it and its witnesses would not be fully prepared to respond to all of the Complainant’s allegations at the hearing.

Duquesne Light further argues it 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.

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<sup>9</sup> See Amended Complaint ¶¶ 14, 24, 32.

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

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).

The Company asserts Question 3 seeks information related to the Complainants’ allegations that the Company has failed to properly process a damage claim submitted by the Complainants. According to Duquesne Light, 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.<sup>10</sup>

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<sup>10</sup> See Amended Complaint ¶¶ 18-23.

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

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

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.

The Company explains Question 4 asking the Complainants to produce correspondence referenced in their Amended Complaint, dated June 18, 2024, and August 14, 2024.<sup>11</sup> The Company asserts it 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 submits it is simply seeking to ensure that it can review copies of the communications at issue prior to the evidentiary hearing.

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

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<sup>11</sup> See Amended Complaint ¶ 19.

Duquesne Light argues it 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.

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

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).

In Paragraph 33 of their Amended Complaint, the Complainants allege that the actions of Duquesne Light warrant investigation into “elevated utility bills.”<sup>12</sup>

Duquesne Light asserts 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.”<sup>13</sup> Given these allegations, the Company asserts it is reasonably and relevantly seeking further explanation from the Complainants.

Duquesne Light also asserts it 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.

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<sup>12</sup> Amended Complaint ¶ 33.

<sup>13</sup> *Id.*

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

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.

DLC to Complainants-I-9 requests the following:

RE: AMENDED COMPLAINT ¶ 46

- (b) 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.”
- (c) Please provide all Documents relied upon in responding to this request.

DLC to Complainants-I-10 requests the following:

RE: AMENDED COMPLAINT ¶ 48

- (d) Have you ever permitted CLEAResult access to the attic of the Service Address? If so, when?
- (e) Have you ever permitted CLEAResult access to the second floor of the Service Address? If so, when?
- (f) Have you ever permitted CLEAResult access to the basement of the Service Address? If so, when?

- (g) Do you allege that CLEAResult can perform a Smart Comfort Visit without access to the full residence, including the attic, second floor, and basement?
- (h) Are you willing to permit CLEAResult access to the attic, second floor, and basement in order to perform a Smart Comfort Visit?
- (i) Please provide all Documents relied upon in responding to subparts (a) through (e) of this request.

The Company asserts that, 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 Company asserts 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.<sup>14</sup>

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.

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.

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.

Duquesne Light asserts these basic questions are based upon and directly relevant to the claims raised in the Complainants' First, Second, and Amended Complaints regarding

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<sup>14</sup> See First Complaint ¶¶ 4-5, 7; Second Complaint ¶¶ 4-5, 7; Amended Complaint ¶¶ 43-47.

their CAP enrollment and history of contacts with CLEAResult. Without answers, Duquesne Light asserts it and its witnesses would not be fully prepared to respond to all of the Complainant's allegations at the hearing.

Duquesne Light argues it 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.

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

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.

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.

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.

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.

According to Duquesne Light, 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.<sup>15</sup> 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.”<sup>16</sup>

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,

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<sup>15</sup> See, e.g., Amended Complaint ¶¶ 18- 26.

<sup>16</sup> Amended Complaint, p. 14.

and the date the item was damaged or the date the damage to the item was discovered. Duquesne Light asserts this inquiry is directly relevant to the Complainants' requested relief, *i.e.*, reimbursement for damaged household items. In addition, the Company explains 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.

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.

The Company asserts 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.

Duquesne Light asserts it 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, according to the Company, 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.

## F. DLC TO COMPLAINANTS-I-15

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).

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.

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.

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.” Duquesne Light asserts 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 submits it requires this information in order to properly prepare and respond to the Complainants’ claims.

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 Company asserts 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.

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

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.

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

Duquesne Light asserts 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.

Duquesne Light argues it 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 asserts it 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.

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

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.

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.

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

Duquesne Light asserts it 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. Otherwise, Duquesne Light argues it would be denied due process.<sup>17</sup>

The Company also argues 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>18</sup>

Duquesne Light asserts it 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. As a result, the Company concludes Complainants should be compelled to provide a full and complete response to this interrogatory.

## **SANCTIONS**

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).

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

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<sup>17</sup> *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”).

<sup>18</sup> Duquesne Light submitted the required information to the Complainants via emails on September 1 and 5, 2025.

party obtaining the order”; (2) [a]n order refusing to allow the disobedient party to support or oppose 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).

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

I agree with the arguments advanced by Duquesne Light in its Motion to Compel. In addition, attached to the Motion to Compel dated October 16, 2025, was a Notice to Plead, requiring Complainant’s to file a response to the Motion within five days of service. Complainants were afforded additional time, prior to the issuance of this Interim Order, to file a response to the Motion to Compel, however, to date, has failed to do so.

Complainants are further reminded, again, to serve the undersigned presiding officer and counsel for the opposing party, with all filings or requests for relief made in this proceeding, in order for consideration to be given to such filings or requests.

Under the circumstances, I conclude that Complainant is required to provide full and complete responses to the subject discovery requests, consistent with the ordering paragraphs below.

THEREFORE,

IT IS ORDERED:

1. That the Motion to Compel Responses to Discovery Propounded on Todd Elliott Koger, Sr. and Elliot-Todd Parker Koger – Set I, filed on October 16, 2025, is hereby granted.

2. That Complainants shall serve upon counsel for Respondent, full and complete answers and responses, in their entirety, to Duquesne Light Companies Set I discovery requests, as identified in the Motion to Compel filed on October 16, 2025, on or before 4:00 p.m. on Thursday, November 6, 2025, as described above.

3. That the failure of Complainants to fully and timely comply with the terms and provisions set forth in this Interim Order may result in the imposition of sanctions, upon the filing of an appropriate Motion or request for relief.

Date: October 31, 2025

/s/  
Jeffrey A. Watson  
Administrative Law Judge

**C-2024-3049627, C-2025-3054190 - TODD ELLIOTT KOGER SR AND ELLIOTT TODD KOGER v. DUQUESNE LIGHT COMPANY**

*Revised: October 16, 2025*

TODD ELLIOTT KOGER SR & ELLIOTT TODD KOGER  
515 KELLY AVENUE  
PITTSBURGH PA 15221  
**412.758.4510**

[kogerfriend@gmail.com](mailto:kogerfriend@gmail.com)

Served via USPS First Class Mail & Email on October 31, 2025-

MEGAN E RULLI ESQUIRE  
POST AND SCHELL PC  
17 NORTH SECOND STREET - 12<sup>TH</sup> FLOOR  
HARRISBURG PA 17101  
**717.731.1970**

[mrulli@postschell.com](mailto:mrulli@postschell.com)

Served via eService on October 31, 2025

*(Counsel for Duquesne Light Company)*

# **APPENDIX D**

## **Complainants' Compliance Filing and Motion to Admit Evidence**

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.

<b>Elevated Utility Bills</b>	<b>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.</b>
<b>"Service Box"/Appliances</b>	<b>The "service box" is the meter base/socket (Customer-Side Equipment). Documentation regarding its alleged replacement and "all electric appliances" conversion is provided.</b>
<b>Claim Submission &amp; Documents</b>	<b>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.</b>
<b>Damaged Items</b>	<b>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.</b>
<b>CAP/CLEAR Result Refusal</b>	<b>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").</b>

<b>Witnesses</b>	<b>Fact Witnesses: Todd Elliott Koger, Sr., Elliott-Todd Parker Koger, and all relevant DLC Personnel (e.g., Darryl Honick and others).</b>
<b>Expert Witnesses</b>	<b>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).</b>

**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.

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

	<b>Electrical Panel Upgrade</b> (as required by current code)	<b>\$400 to \$2,500</b>	Cost incurred due to the need to meet current safety standards following the damage.
<b>II. Property Damage: Chattels</b>	<b>Basic Appliances Replacement</b> (Refrigerator, Range, Microwave, Dishwasher)	<b>\$2,100 to \$5,400</b>	Direct cost of replacing essential household chattels damaged for years by <b>over-voltage/no neutral condition</b> attributed to DLC's breach of duty under <b>66 Pa. C.S. § 1501</b> .
	<b>High-End/ Electronics Replacement</b> (Large-Screen TVs, Computers, etc.)	<b>\$5,000 to \$10,000+</b>	Direct cost of replacing specialized electronics damaged over years by the voltage fluctuation.
<b>III. Incidental Damages</b>	<b>Pain, Suffering, and Emotional Distress</b>	<b>Unquantified; For Commission Determination</b>	Damages resulting from DLC's alleged <b>gross negligence, bad faith, refusal to mitigate harm, and obstruction of CAP/financial assistance</b> , 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 <b>duty of reasonable service</b> .
<b>V. TOTAL PROJECTED LOSS</b>	<b>Combined Estimated Cost</b>	<b>\$19,500 to \$47,900+</b>	<b>The uncontested range of compensable damages</b> 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

**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**

**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**

# **APPENDIX E**

## **Complainants' Opposition to Duquesne Light's Motion to Dismiss**

**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' OPPOSITION TO MOTION TO DISMISS**

Complainants Todd Elliott Koger, Sr. and Elliott-Todd Parker Koger (collectively, "Complainants"), hereby file this Opposition to Motion to Dismiss.

## **I. Introduction**

Duquesne Light Company (DLC) seeks dismissal with prejudice of the Complainants' formal complaints, alleging failure to comply with the ALJ's October 31, 2025 Order compelling discovery. This request is procedurally improper and substantively unsupported. The Complainants have complied in good faith, provided responsive materials, and supplemented their filings with legally compliant damages estimates. Dismissal would constitute an extreme sanction inconsistent with Commission precedent and due process.

## **II. Procedural Posture**

- **October 31, 2025:** ALJ issued Order compelling responses.

- **November 3, 2025:** Complainants filed *Compliance and Motion to Admit Evidence*, including a summary table of responses, supporting documentation, and updated damages estimates.
- **November 6, 2025:** Supplemental filing provided detailed legal and factual support, including itemized damages.
- **November 10, 2025 (Received November 18, 2025):** DLC filed Motion to Dismiss, alleging non-responsive answers.

### **III. Legal Standards**

- **Discovery Compliance:** 52 Pa. Code § 5.321(c) permits discovery of relevant matters.
- **Sanctions:** 52 Pa. Code § 5.371(a) authorizes sanctions for failure to comply, but dismissal is reserved for egregious, willful non-compliance.
- **Evidence Admissibility:** 52 Pa. Code § 5.401(a) allows relevant and material evidence subject to objections.
- **Due Process:** Parties must be afforded opportunity to present claims; dismissal is a last resort.

### **IV. Complainants' Compliance**

1. **Summary Table:** Organized responses by category, providing positions on each interrogatory.

2. **Damages Estimate:** AI-generated and updated per ALJ's order, itemizing losses with cost ranges.
3. **Supporting Documentation:** Notices of claims, correspondence, and factual witness identification.
4. **Legal Authority:** Citations to 66 Pa. C.S. §§ 1501, 1510, and evidentiary rules.

## V. Counter-Arguments to DLC's Motion

1. **Good Faith Compliance:** Complainants filed responsive documents within the deadline.
2. **Substantial Responses:** While DLC claims brevity, the filings provide detailed factual and legal support.
3. **No Prejudice:** DLC retains full opportunity to cross-examine witnesses and challenge damages estimates at hearing.
4. **Extreme Sanction:** Dismissal with prejudice is disproportionate; lesser remedies (e.g., supplemental responses, evidentiary limitations) are available.
5. **Commission Precedent:** Cases cited by DLC involved *complete failure* to respond. Here, responses were filed and supplemented.

## VI. Relief Requested

- Denial of DLC's Motion to Dismiss.
- Recognition of Complainants' compliance with the October 31, 2025 Order.
- Admission of AI-generated damages estimate into evidence.

- Scheduling of evidentiary hearing to resolve disputed facts.

## **VII. Conclusion**

The Complainants have complied in good faith with the ALJ's Order. DLC's Motion to Dismiss mischaracterizes the filings and seeks an extreme sanction unwarranted under Commission rules and precedent. The Commission should deny the motion and allow the case to proceed to hearing on the merits.

Respectfully submitted,

**TODD ELLIOTT KOGER, SR.**

**ELLIOTT-TODD PARKER KOGER**

### **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).

**/s/ Todd Elliott Koger, Sr.**

**/s Elliott-Todd Parker Koger**

(412) 758-4510

kogerfriend@gmail.com

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

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

V.

C-2024-3049627 and  
C-2025-3054190

DUQUESNE LIGHT COMPANY  
RESPONDENT

PROPOSED ORDER

AND NOW, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, this matter, it is hereby **ORDERED** as follows:

1. Duquesne Light Company's Motion to Dismiss is hereby **DENIED**.
2. Complainants' Compliance filings dated November 3, 2025 and November 6, 2025 are deemed **responsive** to the ALJ's October 31, 2025 Order.
3. The evidentiary hearing shall proceed as scheduled, with all parties afforded the opportunity to present testimony and evidence.
4. The AI-generated damages estimate is admitted into the record, subject to cross-examination and rebuttal.
5. 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 this was 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**

# **APPENDIX F**

**November 20, 2025 Order**

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Todd Elliott Koger, Sr. and Elliot-Todd Parker Koger,	:	
	:	
	:	
Complainants,	:	
	:	C-2024-3049627
v.	:	
	:	
Duquesne Light Company,	:	
	:	
Respondent,	:	
	:	
Todd Elliott Koger, Sr. and Elliot-Todd Parker Koger,	:	
	:	
	:	
Complainants,	:	
	:	C-2025-3054190
v.	:	
	:	
Duquesne Light Company,	:	
	:	
Respondent.	:	

**INTERIM ORDER HOLDING MOTION OF DUQUESNE LIGHT COMPANY TO  
DISMISS THE FORMAL COMPLAINTS OF TODD ELLIOTT KOGER, SR. AND  
ELLIOTT-TODD KOGER IN ABEYANCE AND PROVIDING AN EXTENSION OF  
TIME FOR COMPLAINANTS TO COMPLY WITH THE INTERIM ORDER  
GRANTING MOTION OF DUQUESNE LIGHT COMPANY TO COMPEL RESPONSES  
TO DISCOVERY PROPOUNDED ON COMPLAINANTS – SET I, ENTERED ON  
OCTOBER 31, 2025**

On October 16, 2025, pursuant to 52 Pa. Code §§ 5.342(g) and 5.349(d), Duquesne Light Company (Duquesne Light, DLC, or Company) filed a Motion to Compel Responses to Discovery Propounded on Todd Elliott Koger, Sr. and Elliot-Todd Parker Koger (Complainants) – Set I (Motion to Compel).

In its Motion to Compel, the Company averred 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) upon Complainants by electronic and first-class mail.

The Company averred, pursuant to the Commission’s regulations, objections to its Complainants Set I discovery requests were due on or before September 19, 2025, and responses were due on or before September 29, 2025.

In its Motion to Compel, Company asserted the Complainants never served any objections to DLC to Complainants Set I by September 19, 2025, and that Complainants did not provide responses to DLC to Complainants Set I by September 29, 2025.

The Company further asserted that 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 planned to serve any responses. Duquesne Light attached a copy of correspondence that it identified between Duquesne Light and the Complainants regarding the responses to the discovery requests, to the Motion to Compel, marked as Appendix B.

In its Motion to Compel, Duquesne Light asserted Complainants did not provide any responses to the Company to Complainants Set I.

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

Duquesne Light asserted it served its first set of interrogatories on September 9, 2024, upon Complainants. Accordingly, any objections to Complainants Set I were due on or before September 19, 2025. According to the Company, Complainants did not object to any question in DLC to Complainants Set I on or before September 19, 2025.

The Company argued Complainants waived the right to object to these interrogatories and must provide answers to them.<sup>1</sup>

Answers to written interrogatories must “[a]nswer each interrogatory fully and completely unless an objection is made.”<sup>2</sup> Answers must be served within 20 days after service of the interrogatories.<sup>3</sup> Similarly, a party shall serve a response to a request for documents within 20 days after the service of the request.<sup>4</sup> The requesting party may move to compel a response to a request for documents with respect to a failure to respond to the request.<sup>5</sup>

The Company argued Complainants 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 the subject discovery requests.

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

A complete description of the subject discovery requests and Respondents argument to compel the production of a response to each request is provided in the Interim Order granting Respondents Motion to Compel entered on October 31, 2025.

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<sup>1</sup> 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”).

<sup>2</sup> *Id.* § 5.342(a)(4).

<sup>3</sup> *Id.* § 5.342(d).

<sup>4</sup> *Id.* § 5.349(d).

<sup>5</sup> See *id.*

Duquesne Light argued, to the extent that its Motion to Compel was granted and the Complainants fail to answer fully DLC to Complainants Set I, or otherwise comply with this Order, Duquesne Light intended to file an appropriate Motion for Sanctions pursuant to 52 Pa. Code §§ 5.371(a) and 5.372(a).

In the Interim Order entered on October 31, 2025, the undersigned presiding officer agreed with the arguments advanced by Duquesne Light in its Motion to Compel and noted that Complainants were afforded additional time, prior to the issuance of this Interim Order, to file a response to the Motion to Compel, however, failed to do so.

Complainants were also reminded again, to serve the undersigned presiding officer and counsel for the opposing party, with all filings or requests for relief made in this proceeding, in order for consideration to be given to such filings or requests.

Under the circumstances, an interim Order was entered on October 31, 2025, concluding that Complainants are required to provide full and complete responses to the subject discovery requests. The Interim Order further provided the following:

- a. That the Motion to Compel Responses to Discovery Propounded on Todd Elliott Koger, Sr. and Elliot-Todd Parker Koger – Set I, filed on October 16, 2025, is hereby granted.
- b. That Complainants shall serve upon counsel for Respondent, full and complete answers and responses, in their entirety, to Duquesne Light Companies Set I discovery requests, as identified in the Motion to Compel filed on October 16, 2025, on or before 4:00 p.m. on Thursday, November 6, 2025, as described above.
- c. That the failure of Complainants to fully and timely comply with the terms and provisions set forth in this Interim Order may result in the imposition of sanctions, upon the filing of an appropriate Motion or request for relief.

On November 10, 2025, Respondent filed its Motion Of Duquesne Light Company To Dismiss The Formal Complaints Of Todd Elliott Koger, Sr. And Elliott-Todd

Koger (Motion to Dismiss). The Motion to Dismiss included a Notice to Plead requesting that Complainants file a Reply to the Motion to Dismiss within 5 days of service on November 10, 2025.

In its Motion to Dismiss, Respondents asserts that on or about November 3, 2025, the Complainants filed a document entitled “Complainants Compliance and Motion to Admit Evidence,” purporting to comply with the Order granting Duquesne Light’s Motion to Compel. Respondent asserts the document includes a “summary table” that appears to group the subject matters of Duquesne Light’s discovery requests into categories and provides a brief, one sentence summary of the Complainants’ position on each of these issues. Respondent averred a true and correct of the filing was attached to the Motion to Dismiss as Appendix D. Complainants did not provide the undersigned presiding officer with a copy of the filing or a certificate of service indicating the filing of the document.<sup>6</sup>

In its Motion to Dismiss, Respondent asserts, as of the filing of the Motion to Dismiss, no formal and complete responses to Complainants Set I have been received by the Company from Complainants. In addition, despite the representations made in the filing dated November 3, 2025, Respondent asserts Complainants have also failed to produce any documents responsive to the Company’s discovery requests.<sup>7</sup>

In its Motion to Dismiss, Duquesne Light requests that its Motion to Dismiss Complainants’ Formal Complaints be granted, with prejudice, due to Complainants failure to comply with the Interim Order entered on October 31, 2025.

Under the circumstances, the following Order will be entered.

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<sup>6</sup> Motion to Dismiss, ¶ 25.

<sup>7</sup> At various points in the filing, the Complainants state that documentation is attached to the filing. However, no responsive documents were attached to the filing and no documents have been served on the Company; Also see Motion to Dismiss ¶ 26.

THEREFORE,

IT IS ORDERED:

1. That the Complainants shall comply in all respects with the terms of the Interim Order entered on October 31, 2025, and consistent with the ordering paragraphs below.

2. That the deadline for Complainants to comply with the Interim Order entered on October 31, 2025 and to shall serve upon counsel for Respondent, full and complete answers and responses, in their entirety, to all of Duquesne Light Companies Set I discovery requests, as identified in the Motion to Compel filed on October 16, 2025, is hereby extended until 4:00 p.m. on Tuesday, November 25, 2025.

3. That the failure of Complainants to fully and timely comply with the terms and provisions set forth in this Interim Order may result in the imposition of sanctions, which may include dismissal of the formal complaints filed by complainants, upon the filing of an appropriate Motion or request for relief.

4. That Complainants shall file and serve a certificate of service consistent with applicable law and Commission regulations and serve a copy of all filings on opposing counsel and the undersigned presiding officer.

5. That on or before 4:00 p.m. on December 3, 2025, Respondent may supplement or amend its Motion to Dismiss filed on November 10, 2025, based upon Complainants compliance or failure to comply with this Order.

6. That based upon Complainants failure<sup>2025</sup>, serve upon Respondent, full and complete answers and responses, in their entirety, to all of Duquesne Light Companies Set I discovery requests, as identified in the Motion to Compel filed on October 16, 2025,

Respondents deadline of December 3, 2025 to serve its proposed evidence upon Complainants and the undersigned presiding officer, is hereby extended to 4:30 p.m. on December 5, 2025.

Date: November 20, 2025

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/s/  
Jeffrey A. Watson  
Administrative Law Judge

**C-2024-3049627, C-2025-3054190 - TODD ELLIOTT KOGER SR AND ELLIOT TODD KOGER V. DUQUESNE LIGHT COMPANY**

*Revised: October 16, 2025*

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