

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

I. ENIGWE
Complainant

v.

PECO ENERGY COMPANY
Respondent

DOCKET NO. C-2025-3055408

MOTION FOR SUMMARY JUDGMENT

TO THE HONORABLE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

NOW COMES Complainant, I. ENIGWE, and respectfully moves this Honorable Commission for Summary Judgment against Respondent PECO Energy Company pursuant to 52 Pa. Code §5.243, and in support thereof states as follows:

I. STATEMENT OF UNDISPUTED MATERIAL FACTS

1. On February 19, 2025, Complainant made payments totaling \$1,730 (\$1,230 and \$500) from his PNC bank account to PECO account number 4305105111 for electric service at 111 Andrea Road, Cheltenham, PA.
2. Complainant had placed a "high bill dispute" with PECO regarding the \$1,230 charge and attempted to retract this payment while the dispute was pending.
3. After PECO determined there was no high bill issue, Complainant advised PECO to either apply the \$1,230 to his PECO bill or return it to his PNC account.
4. PECO claimed they returned the money to Complainant's PNC account on March 19, 2025, and adjusted Complainant's balance to show he owed \$1,230.
5. In PECO's Answer filed in this proceeding, PECO admits and states: "PECO's records indicate that a payment in the amount of \$1,238.05 and a processing fee of \$2.25, totaling \$1,240.30, was charged back to the Complainant's bank on March 19, 2025." (PECO Answer, ¶4, page 2)
6. On June 12, 2025, PNC Bank issued an official letter confirming that no money was returned from PECO to Complainant's account, stating: "On February 12th, 2025, there was a transaction of \$1240.30 that was paid to PECO... As of May 14th, 2025, the provisional credit from PNC became final and no other funds have been given out. Our records also show that there was no

money being deposited from PECO on March 19th, 2025." (PNC Bank Letter, attached as Exhibit B)

7. PECO continues to demand payment of \$1,230 from Complainant while simultaneously claiming to have returned this same amount.

II. STANDARD FOR SUMMARY JUDGMENT

Summary judgment is appropriate where there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. 52 Pa. Code §5.243. The evidence must be viewed in the light most favorable to the non-moving party, but where the material facts are undisputed, summary judgment is proper.

III. ARGUMENT

A. There Are No Genuine Issues of Material Fact

The material facts in this case are undisputed and established by PECO's own admissions and official bank records:

1. PECO admits Complainant paid \$1,240.30 on February 19, 2025
2. PECO admits they "charged back" this amount on March 19, 2025
3. PNC Bank officially confirms no money was ever received from PECO
4. PECO continues to demand payment of the same \$1,230

B. PECO's Claimed Return of Funds Is Contradicted by Undisputed Evidence

PECO's entire defense rests on their claim that they returned Complainant's money on March 19, 2025. However, this claim is definitively refuted by the official PNC Bank letter, which explicitly states that no deposit from PECO was made on March 19, 2025, or any other date.

PECO may have initiated some form of payment processing, but the undisputed fact remains that Complainant never received his money back. Under basic principles of contract and restitution law, if a debtor claims to have made payment but the creditor never receives the funds, the debt remains unpaid.

C. PECO Cannot Retain Complainant's Money While Demanding Additional Payment

PECO's position is legally untenable. They cannot simultaneously:

1. Retain Complainant's \$1,230 payment
2. Claim they returned it (when bank records prove they did not)
3. Demand Complainant pay the same \$1,230 again

This constitutes unjust enrichment and violates basic principles of fairness and due process.

D. Complainant Is Entitled to Damages Beyond the Principal Amount

The undisputed record shows that Complainant has been forced to make approximately five in-person visits to PECO and seven to eight phone calls over a four-month period to resolve this matter. PECO representatives repeatedly promised to return the money within 30 days but failed to do so. This pattern of conduct has caused Complainant significant harassment, anxiety, and stress while PECO wrongfully retains his money.

Pennsylvania law recognizes that utility customers are entitled to damages for a utility's wrongful conduct, including emotional distress and punitive damages where the utility's conduct is particularly egregious.

IV. CONCLUSION AND RELIEF REQUESTED

There are no genuine issues of material fact in this case. The evidence conclusively establishes that:

1. Complainant paid PECO \$1,230
2. PECO claims to have returned it but did not
3. PECO continues to wrongfully retain the money while demanding additional payment
4. PECO's conduct has caused Complainant significant distress and hardship

WHEREFORE, Complainant respectfully requests that this Honorable Commission:

1. **GRANT** this Motion for Summary Judgment;
2. **ORDER** PECO to immediately refund \$1,230.00 to Complainant;
3. **ORDER** PECO to pay compensatory damages of \$3,690.00 for the wrongful retention of Complainant's money over four months;
4. **ORDER** PECO to pay punitive damages for their harassment and bad faith conduct in repeatedly claiming to have returned money they never returned while continuing to demand payment;
5. **ORDER** such other relief as this Commission deems just and proper.

Respectfully submitted,

/s/ I. Enigwe

I. ENIGWE

Pro Se Complainant

111 Andrea Road

Cheltenham, PA 19012

Date: June 23, 2025

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Motion for Summary Judgment has been served upon counsel for PECO Energy Company by email to:

Khadijah.scott@exeloncorp.com

Khadijah Scott, Esquire
Counsel for PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19103

Date: June 23, 2025

/s/ I.Enigwe
I.Enigwe