

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Ifedoo Enigwe	:	
	:	
v.	:	C-2025-3055408
	:	
PECO Energy Company - Electric	:	

Ifedoo Enigwe	:	
	:	
v.	:	C-2025-3055430
	:	
PECO Energy Company - Gas	:	

ORDER
DENYING MOTIONS FOR SUMMARY JUDGMENT

Procedural History

On May 20, 2025, Ifedoo Enigwe (“Complainant”) filed a Formal Complaint against PECO Energy Company – Electric division, with the Pennsylvania Public Utility Commission (“Commission”). Also on the same date, Complainant filed an identical Formal Complaint against PECO Energy Company – Gas division. In the Formal Complaints, Complainant alleged that PECO took \$1,238.05 from his bank account in error. For relief, Complainant asked that PECO be ordered to refund him \$1,238.05. The Complaints were served on PECO on May 28, 2025.

On June 17, 2025, PECO filed Answers to the Formal Complaints, admitting or denying the allegations of the Complaints. PECO specifically asserted 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 Complainant’s bank on March 19, 2025. PECO concluded its Answers by requesting dismissal of the Formal Complaints.

On June 27, 2025, the Commission issued a Hearing Notice scheduling these matters for an evidentiary hearing on September 30, 2025, and assigning these matters to me.

On July 2, 2025, the Commission issued a Prehearing Order providing the procedural rules that would govern the evidentiary hearing.

On July 3, 2025, Complainant filed Motions for Summary Judgment (“Motions”).¹

For the reasons discussed below, Complainant’s Motions will be denied.

Discussion

The Commission's regulations permit a party to move for summary judgment after the pleadings are closed, but within such time as to not delay a hearing. 52 Pa. Code § 5.102(a). The presiding officer will grant the motion if the pleadings, depositions, answers to interrogatories, admissions and affidavits show that there is no genuine issue as to a material fact and that the moving party is entitled to judgment as a matter of law. 52 Pa. Code § 5.102(d)(1).

Summary judgment should be granted only when the right to relief is clear and free from doubt. In determining the absence of a genuine issue of material fact, the Commission must view the record in the light most favorable to the non-moving party and resolve any doubts against the entry of the judgment. *Day v. Volkswagonwerk Aktiengesellschaft*, 464 A.2d 1313, 1316 (Pa. Super. 1983). As the moving party, Complainant bears the burden of demonstrating clearly that there is no genuine issue of material fact. *First Mortgage Co. of Pa. v. McCall*, 459 A.2d 406 (Pa. Super. 1983); *Commonwealth v. Diamond Shamrock Chemical Co.*, 391 A.2d 1333 (Pa. Cmwlth. 1978).

¹ I note that Complainant also filed a Motion for Summary Judgment on June 23, 2025, at the electric docket. This Motion was identical to the Motions filed on July 3, 2025.

The provision at 52 Pa. Code § 5.102 serves judicial economy by avoiding a hearing where no factual dispute exists. If no factual issue pertinent to the resolution of the case exists, a hearing is unnecessary. *Lehigh Valley Power Comm. v. Pa. Pub. Util. Comm'n*, 563 A.2d 557 (Pa. Cmwlth. 1989). The Commission may dismiss any complaint without a hearing if, in its opinion, a hearing is not necessary in the public interest. 66 Pa.C.S. § 703(c).

First and foremost, I note that Complainant's Motions did not contain a notice to plead, as required by 52 Pa. Code § 5.102(a). Complainant's Motions can be denied on this basis alone; however, I nonetheless will address the substance of the Motions.

In his Motions, Complainant argues that there are no genuine issues of material fact in these proceedings and that he is entitled to judgment of a matter of law. I disagree.

In these matters, the Complainant claims that he made two payments to PECO of \$500 and \$1,238.05.² After the \$1,238.05 was made to PECO, the Complainant claims that he contacted PECO to retract the payment. PECO in its Answer asserted that it charged back the payment of \$1,238.05 to Complainant's bank account on March 19, 2025. Complainant claims that the \$1,238.05 payment was not returned back to his account. Whether or not PECO charged back the payment of \$1,238.05 is clearly a disputed material fact in this proceeding.

Complainant attached a letter from PNC Bank to his Motions, which he claims supports his position that his bank account was not credited with \$1,238.05 on March 19, 2025. However, as noted, PECO in its Answer has disputed Complainant's claim that his bank account was not credited back the \$1,238.05 payment. Complainant will be given the opportunity to present evidence in support of his claim at the evidentiary hearing scheduled in this matter.

For the reasons discussed above, the Motions will be denied in the Ordering paragraphs below.

² In his Complaints, Complainant claimed that PECO "took" \$1,238.05 from his bank account. In his Motions, Complainant claims that he "made" the \$1,238.05 payment to PECO.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the June 23, 2025, Motion for Summary Judgment, filed by Ifedoo Enigwe at Docket No. C-2025-3055408, is denied.
2. That the July 3, 2025, Motion for Summary Judgment, filed by Ifedoo Enigwe at Docket No. C-2025-3055408, is denied.
3. That the July 3, 2025, Motion for Summary Judgment, filed by Ifedoo Enigwe at Docket No. C-2025-3055430, is denied.

Date: August 1, 2025

/s/
Alphonso Arnold III
Administrative Law Judge

C-2025-3055408 – C-2025-3045430 IFEDOO ENIGWE v. PECO ENERGY COMPANY-ELECTRIC & PECO ENERGY COMPANY-GAS

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Served via eService and email August 1, 2025

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Accepts eService August 1, 2025
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