

**MOTION FOR RECONSIDERATION  
BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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

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

**MOTION FOR RECONSIDERATION OF ORDER DENYING MOTIONS  
FOR SUBPOENA AND FOR CONTINUANCE**

Ifedoo Enigwe ("Complainant"), respectfully requests that the Administrative Law Judge reconsider the Order denying Complainant's Motions for Issuance of Subpoena for PNC Bank Officials, and further requests a continuance of the evidentiary hearing to allow proper service of subpoenas on PNC Bank officials. In support of this Motion, Complainant states as follows:

**I. INTRODUCTION**

At the evidentiary hearing held on September 30, 2025, material facts emerged for the first time that were not previously known to Complainant and could not have been discovered through reasonable diligence prior to the hearing. These newly disclosed facts fundamentally alter the nature of this proceeding and demonstrate that testimony and records from PNC Bank are essential to resolving the central factual dispute regarding the disposition of \$1,238.05 that Complainant paid to PECO.

**II. NEWLY LEARNED FACTS REQUIRING RECONSIDERATION**

**A. PECO's Contradictory Testimony Regarding Disposition of Funds**

During the September 30, 2025 hearing, PECO presented witnesses who provided materially contradictory testimony regarding what happened to the \$1,238.05 payment in question:

1. **First PECO witness** testified that the payment of \$1,238.05 was "cancelled" and never made it into PECO's account.
2. **Second PECO witness** directly contradicted this testimony, stating that:
  - o The money did make it into PECO's account;
  - o The funds were subsequently "returned" on March 19, 2025;
  - o Critically, when pressed about why this return does not appear in Complainant's PNC Bank account, the witness stated that **the money was returned directly to PNC Bank but not into Complainant's account;**
  - o The witness characterized the \$1,240.00 "provisional credit" given to Complainant as a "return" of the disputed money, and maintained that PECO then paid this amount back directly to PNC Bank rather than to Complainant.

## **B. These Facts Were Not and Could Not Have Been Known Prior to Hearing**

Complainant could not have anticipated these specific factual assertions prior to the hearing. PECO's Answer to the Formal Complaint, filed June 17, 2025, stated only 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." This representation suggested a straightforward chargeback to Complainant's account—not a payment made directly to PNC Bank that allegedly never reached Complainant's account.

The specific claim that PECO paid money directly to PNC Bank, but not to Complainant's account at PNC Bank, only emerged during witness testimony at the hearing. This revelation fundamentally changes the nature of the factual dispute and creates an essential need for PNC Bank records and testimony to trace what happened to these funds.

## **III. PNC BANK TESTIMONY AND RECORDS ARE NOW ESSENTIAL**

Given PECO's sworn testimony that it paid \$1,238.05 (plus processing fees) directly to PNC Bank but not to Complainant's account, PNC Bank is now an indispensable witness to resolve the following critical questions:

1. Did PECO in fact remit funds to PNC Bank on or about March 19, 2025?
2. If so, in what amount and in what form?
3. What happened to those funds?
4. Why do those funds not appear in Complainant's PNC Bank account?
5. What is the relationship between any funds received from PECO and the "provisional credit" provided to Complainant?
6. Where are the disputed funds currently located?

Without testimony and records from PNC Bank, the Commission cannot determine whether:

- PECO fulfilled its obligation to return Complainant's funds;
- PNC Bank received funds from PECO that should have been credited to Complainant's account;
- Complainant has been unjustly deprived of his funds through actions or omissions by either PECO or PNC Bank.

PECO's own witnesses have now placed PNC Bank at the center of this dispute by testifying under oath that PECO paid the disputed funds to PNC Bank. Complainant cannot effectively rebut this testimony or prove his case without access to PNC Bank's records and testimony.

## IV. STANDING ISSUE WAS WAIVED AND IS WITHOUT MERIT

### A. PECO Waived Any Standing Challenge

At the September 30, 2025 hearing, PECO raised for the first time an argument that Complainant lacks standing because his wife, Uche Ekpunobi, is the named account holder with PECO, and that Complainant cannot represent her interests without engaging in the unauthorized practice of law.

This argument is procedurally barred. Under Pennsylvania law, failure to raise a non-jurisdictional defense, such as standing, in a responsive pleading results in waiver of that defense. *See* Pa.R.C.P. 1030.

PECO filed its Answer on June 17, 2025, responding to the merits of Complainant's allegations without raising any standing objection. PECO has actively participated in this proceeding for more than three months, including through:

- Filing substantive Answers to both Complaints;
- Participating in discovery;
- Preparing witnesses for the evidentiary hearing;
- Never moving to dismiss on standing grounds.

Moreover, the Administrative Law Judge has issued multiple orders in this matter, including the August 1, 2025 Order consolidating the complaints and the September 22, 2025 Order denying the subpoena motions, without raising any standing concern. PECO's belated attempt to challenge standing at the evidentiary hearing itself constitutes waiver of this defense.

### B. Complainant Has Standing Under Pennsylvania Law

Even if not waived, Complainant has standing to pursue these claims. Under Pennsylvania law, standing exists when a party has "a substantial, direct and immediate interest in the outcome of the litigation." *Fumo v. City of Philadelphia*, 601 Pa. 322, 972 A.2d 487 (2009).

Complainant has established standing because:

1. **Direct Financial Loss:** Complainant used his own funds, with his own debit card to make the \$1,238.05 payment to PECO. He suffered direct financial harm when these funds were not returned to him, regardless of whose name appears on the PECO account. Pennsylvania courts recognize that "a person who has suffered a direct financial loss has standing to seek recovery of those funds." *See William Penn Parking Garage, Inc. v. City of Pittsburgh*, 464 Pa. 168, 346 A.2d 269 (1975).
2. **Household Member Status:** As a member of the household served by PECO, Complainant has a direct interest in the proper billing and financial transactions related to utility service at his residence.
3. **Unjust Enrichment Claim:** One of Complainant's claims is for unjust enrichment. Pennsylvania law clearly provides standing to any party who confers a benefit upon

another and suffers a loss when that benefit is not returned. *See Mitchell v. Moore*, 729 A.2d 1200 (Pa. Super. 1999). Complainant paid \$1,238.05; if PECO retained this payment or failed to ensure its proper return, Complainant has standing to seek its recovery.

4. **Authorization by Account Holder:** On March 18, 2025, at approximately 10:55 AM, Complainant, his wife Uche Ekpunobi (the named account holder), and a PECO employee named Jennifer participated in a telephone conversation. During this call, which PECO should have in its records, Jennifer acknowledged the payment issue in the presence of both Complainant and Uche Ekpunobi, the account holder. Jennifer assured both parties that the money should be returned to Complainant because the failure to return it was due to a "system glitch." This conversation demonstrates:
  - The account holder's knowledge and implicit authorization of Complainant's involvement;
  - PECO's own recognition that the funds should be returned to Complainant specifically;
  - PECO's acknowledgment that a system error caused the problem.

The account holder's participation in this call and PECO's direct statements to Complainant regarding return of the funds to him establish that PECO itself recognized Complainant's interest in and right to recovery of these funds.

## **V. PROCEDURAL DEFECTS IN ORIGINAL MOTION SHOULD NOT BAR RELIEF**

The September 22, 2025 Order denied Complainant's subpoena motions based on procedural deficiencies, specifically:

1. Failure to serve the application on the presiding officer;
2. Failure to serve the application on PNC Bank officials;
3. Failure to include required notice language regarding objections;
4. Insufficient time before the hearing to address potential objections.

Complainant acknowledges these procedural deficiencies and respectfully requests that the Commission consider the following:

### **A. Pro Se Status**

Complainant is proceeding pro se and was not aware of all technical requirements for subpoena applications under 52 Pa. Code § 5.421. While ignorance of procedural rules does not excuse non-compliance, Pennsylvania courts have recognized that pro se litigants should be afforded some latitude in procedural matters where substantial justice requires it. *See Haines v. Kerner*, 404 U.S 519(1972).

## **B. Good Faith Effort**

Complainant made a good faith effort to seek the testimony and records needed to prove his case by filing the subpoena motions. The procedural deficiencies were not intentional attempts to circumvent the rules, but rather reflect Complainant's unfamiliarity with Commission procedures.

## **C. Substantial Justice Requires Bank Testimony**

The fundamental purpose of subpoena power is to enable parties to obtain evidence necessary to prove their cases. Given that PECO has now testified that it paid the disputed funds to PNC Bank rather than to Complainant's account, substantial justice requires that Complainant be given an opportunity to properly seek PNC Bank's testimony and records. To deny this opportunity based solely on procedural deficiencies in the original motion would effectively prevent Complainant from rebutting PECO's sworn testimony and proving his case.

## **D. Opportunity to Cure Defects**

Complainant requests the opportunity to cure all procedural defects by:

1. Properly serving this Motion for Reconsideration on the presiding officer;
2. Serving a properly formatted subpoena application on identified PNC Bank officials with all required notice language;
3. Allowing sufficient time for PNC Bank to respond and for any objections to be addressed;
4. Seeking a continuance of the evidentiary hearing to allow for proper notice and service.

## **VI. CONTINUANCE IS WARRANTED TO ALLOW PROPER SUBPOENA PROCESS**

Complainant requests that the Commission grant a continuance of these proceedings to allow:

1. **Proper service** of subpoena applications on PNC Bank officials with all required notice under 52 Pa. Code § 5.421;
2. **Adequate time** for PNC Bank to respond or object to the subpoena applications (10 days as required by regulation);
3. **Resolution** of any objections by the Administrative Law Judge;
4. **Service** of issued subpoenas on PNC Bank officials in advance of a rescheduled hearing;
5. **Preparation time** for all parties to address the newly disclosed factual issues regarding PECO's alleged direct payment to PNC Bank.

Good cause exists for a continuance because:

- Material facts emerged at the September 30, 2025 hearing that were not previously known;
- These facts place PNC Bank's testimony and records at the center of the dispute;

- Complainant could not have reasonably anticipated the need for this evidence prior to hearing PECO's witnesses testify;
- Proceeding without PNC Bank's testimony would deny Complainant a fair opportunity to respond to PECO's evidence and would prevent the Commission from making a fully informed decision based on complete evidence.

## VII. LEGAL STANDARD FOR RECONSIDERATION

Under Pennsylvania law, a motion for reconsideration may be granted when:

1. **New evidence becomes available** that could not have been obtained previously through due diligence;
2. **A manifest error of law or fact** occurred; or
3. **The moving party presents a different basis for relief** than previously asserted.

*See Bohman v. Pension Benefit Guar. Corp.*, 622 A.2d 869 (Pa. Commw. 1993).

This Motion satisfies the first criterion. The specific testimony that PECO paid funds directly to PNC Bank but not to Complainant's account was not available prior to the September 30, 2025 hearing. This evidence fundamentally changes the factual landscape and demonstrates that PNC Bank testimony and records are essential to resolving this dispute.

Additionally, reconsideration is warranted because the original denial of the subpoena motions was based on procedural deficiencies rather than a determination that the requested testimony was unnecessary or improper. Given the newly emerged facts, reconsideration of whether PNC Bank testimony is necessary is appropriate.

## VIII. PREJUDICE TO COMPLAINANT ABSENT RECONSIDERATION

If this Motion is denied, Complainant will suffer substantial prejudice:

1. **Inability to rebut PECO's testimony:** Complainant cannot effectively challenge PECO's assertion that it paid funds to PNC Bank without access to PNC Bank's records and testimony.
2. **Incomplete record:** The Commission will be forced to decide this case without complete evidence regarding what happened to the disputed \$1,238.05.
3. **Potential loss of funds:** Without PNC Bank testimony, there is no way to trace where the disputed funds are currently held or to determine who is responsible for ensuring they are returned to Complainant.
4. **Denial of fair hearing:** Complainant will be denied the opportunity to fully present his case and respond to PECO's evidence.

In contrast, granting this Motion will not substantially prejudice PECO. PECO will have full opportunity to cross-examine any PNC Bank witnesses and to present additional evidence if

needed. The only effect will be a brief delay in final resolution to ensure that the Commission has complete and accurate information.

## **IX. RECORDED PECO CALL SUPPORTS COMPLAINANT'S POSITION**

As noted above, on March 18, 2025, at approximately 10:55 AM, Complainant, his wife Uche Ekpunobi, and PECO employee Jennifer participated in a recorded telephone conversation. PECO maintains recordings of customer service calls and should be able to retrieve this specific call from its records.

During this call, Jennifer:

- Acknowledged the payment issue in the presence of both Complainant and the account holder;
- Assured both parties that the money should be returned to Complainant;
- Attributed the delay in returning the money to a "system glitch" on PECO's end.

This recorded conversation is significant because:

1. It demonstrates that PECO itself recognized that funds should be returned to Complainant specifically, not merely to "the account";
2. It shows that the account holder (Uche Ekpunobi) was aware of and participated in discussions about returning the funds to Complainant;
3. It establishes that PECO acknowledged a problem with its system that prevented proper return of the funds;
4. It contradicts any suggestion that Complainant lacks standing or authorization to pursue these claims.

Complainant requests that PECO be ordered to produce this recorded call as part of any continued proceedings.

## **X. CONCLUSION**

Newly emerged facts from the September 30, 2025 hearing demonstrate that PNC Bank testimony and records are essential to resolving this dispute. PECO's sworn testimony that it paid the disputed funds directly to PNC Bank but not to Complainant's account places PNC Bank at the center of this case and creates questions that cannot be answered without PNC Bank's participation.

Complainant has standing to pursue these claims under Pennsylvania law as a party who suffered direct financial loss. Any procedural deficiencies in Complainant's original subpoena motions can be cured through proper service and adequate notice, and a continuance would allow for full and fair proceedings.

Substantial justice requires that Complainant be given an opportunity to properly subpoena PNC Bank, to obtain testimony and records regarding what happened to the disputed \$1,238.05, and to present a complete case to the Commission.

**WHEREFORE, Complainant respectfully requests that this Commission:**

1. **GRANT reconsideration** of the Order denying Motions for Issuance of Subpoena for PNC Bank Officials;
2. **GRANT Complainant's request** to issue subpoenas for appropriate PNC Bank officials to testify and produce records regarding all transactions between PNC Bank and PECO Energy Company related to the disputed \$1,238.05 payment;
3. **GRANT a continuance** of the evidentiary hearing to allow:
  - o Proper service of subpoena applications on PNC Bank with all required notices;
  - o Time for PNC Bank to respond or object;
  - o Resolution of any objections;
  - o Service of subpoenas in advance of a rescheduled hearing;
4. **ORDER PECO** to produce the recorded telephone conversation from March 18, 2025, at approximately 10:55 AM, between Complainant, Uche Ekpunobi, and PECO employee Jennifer;
5. **DENY PECO's standing challenge** as waived and without merit;
6. **GRANT such other and further relief** as the Commission deems just and proper.

Respectfully submitted,

/s/Ifedoo Enigwe

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**CERTIFICATE OF SERVICE**

I hereby certify that on this 30th day of September, 2025, I served a true and correct copy of the foregoing Motion for Reconsideration upon the following via email and eService:

**Administrative Law Judge Alphonso Arnold III**  
Pennsylvania Public Utility Commission

**Khadijah Scott, Esquire**  
PECO Energy Company  
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/s/Ifedoo Enigwe  
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