

**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 PETITIONS FOR RECONSIDERATION

On May 20, 2025, Ifedoo Enigwe (“Mr. Enigwe”) filed a Formal Complaint against PECO Energy Company – Electric division, with the Pennsylvania Public Utility Commission (“Commission”). Also on the same date, Mr. Enigwe filed an identical Formal Complaint against PECO Energy Company – Gas division. In the Formal Complaints, Mr. Enigwe alleged that PECO took \$1,238.05 from his bank account in error. For relief, Mr. Enigwe 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 Mr. Enigwe’s bank on March 19, 2025. PECO concluded its Answers by requesting dismissal of the Formal Complaints.

On June 26, 2025, these matters were scheduled for an evidentiary hearing on September 30, 2025.

On August 1, 2025, by Order, the Formal Complaints were consolidated.

On September 17, 2025, Mr. Enigwe filed Motions for Issuance of Subpoena for PNC Bank Officials (“Motion”) at both dockets. In his Motions, Mr. Enigwe asked the Commission to issue a subpoena for the attendance and testimony of “appropriate officials from PNC Bank” and to direct “that the subpoena require the witness(es) to bring all records, documents, and communications related to any alleged payments or transactions between PNC Bank and PECO Energy Company, particularly regarding the \$1,248.00 in question” for the evidentiary hearing scheduled in these matters.

On September 22, 2025, I issued Orders denying the Motions. In my Orders, I explained that the subpoenas did not comply with the requirements for service of written subpoena applications, 52 Pa. Code § 5.421(c) and the requirements for the form of a written subpoena application, 52 Pa. Code § 5.421(b). Further, I also explained that the subpoena applications were not filed in enough time in advance of the evidentiary hearing for them to be executed.

On September 30, 2025, the evidentiary hearing was held as scheduled. Testimony was provided by Mr. Enigwe and Uche Ekpunobi¹ in support of the Complaint. PECO presented two witnesses who provided testimony in support of its position. Complainant Exhibit 1 and PECO Exhibits 1-5 were admitted into the record.

On October 1, 2025, Mr. Enigwe filed Petitions for Reconsideration (“Petitions”). In the Petitions, Mr. Enigwe requests (1) that I reconsider my September 22, 2025, Order and issue subpoenas on the “appropriate officials from PNC Bank”, (2) that I schedule a further evidentiary hearing in this matter, and (3) that I order PECO to produce a record of a March 18, 2025, telephone conversation held between Ms. Ekpunobi and a PECO employee with the first name of “Jennifer”. PECO did not respond to Mr. Enigwe’s Petitions.

¹ Ms. Ekpunobi is Mr. Enigwe’s wife and is the PECO account holder.

On October 17, 2025, the electronic transcript of this matter was filed with the Commission.

The crux of Mr. Enigwe's Petitions is his request for a subpoena of the "appropriate officials from PNC Bank" and his request for a subpoena compelling PECO to produce a March 18, 2025, recorded telephone conversation. It is not necessary to receive testimony from PNC Bank officials in this matter. It is also not necessary to review the referenced recorded telephone conversation in this matter, assuming that such a recording is in PECO's position. The evidentiary record established at the record is sufficient for me to make a ruling on this matter. Although this Order is not meant to be a substitute for the Initial Decision I will issue in this matter, I will summarize the facts established at the hearing to explain why the evidentiary record is sufficient as it stands.

On February 19, 2025, Mr. Enigwe made two payments to PECO in the amounts of \$1,238.05 and \$500. Tr. 19. Mr. Enigwe testified that he made the \$1,238.05 payment by mistake and contacted both PNC Bank and PECO in an attempt to get his money returned. Tr. 19-20.

Ms. Ekpunobi's Statement of Account shows that on February 19, 2025, PECO received a payment of \$1,738.05. Respondent Exhibit 2. On the same date, the Statement of Account shows that the payment of \$1,238.05 was cancelled. Id. PECO witness Jade Jackson testified that PNC Bank initiated a request to PECO for the return of the \$1,240.30² and that PECO initiated the return of the money to PNC Bank on March 19, 2025. Tr. 47-50; Respondent Exhibit 3.

Complainant Exhibit 1 is a June 12, 2025, letter from Devin Riley, a PNC bank brancher. The body of the letter, reproduced below, states the following:

On February 12, 2025, there was a transaction of \$1,240.30 that was paid to PECO. The transaction was not meant to be paid as

² The amount of \$1,240.30 is \$1,238.05 plus a service charge.

other arrangements were already made. On February 26, 2025, Mr. Enigwe made a dispute for the amount and received provisional credit as an investigation was underway. 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 19, 2025.

Complainant Exhibit 1. The provisional credit that was received by Mr. Enigwe from PNC Bank was \$1,240.30. Tr. 21.

After reviewing the evidentiary record, it is clear that PECO does not have the money at issue in this proceeding. In summary, the \$1,240.30 in question was returned to Mr. Enigwe by PNC Bank and PECO returned the \$1,240.30 to PNC Bank. Issuing subpoenas to receive evidence regarding whether PNC Bank received the \$1,240.30 from PECO is not relevant to this proceeding when Mr. Enigwe, as evidenced through his own admission and his own exhibit, had his money returned to him. In the hypothetical scenario where a subpoenaed PNC bank official testifies at a further hearing that PNC Bank never received back the \$1,240.30 from PECO, Mr. Enigwe still would not be entitled to the relief that he is seeking in this proceeding. Granting Mr. Enigwe the relief that he is seeking in this proceeding would result in him being compensated above and beyond the compensation he has already received from PNC Bank. As Mr. Enigwe received his money back, any question regarding whether PECO returned money to PNC Bank, and whether PECO owes PNC Bank money, would be an issue for PNC Bank to pursue against PECO.

For the above reasons, Mr. Enigwe's Petitions will be denied in the Ordering paragraphs below.

C-2025-3055408 - C-2025-3055430 IFEDOO ENIGWE v. PECO ENERGY COMPANY-ELECTRIC & IFEDOO ENIGWE v. PECO ENERGY COMPANY-GAS

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Served via eService and email November 7, 2025

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