

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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|--------------------------------|---|----------------|
| Ifedoo Enigwe and | : | |
| Uche Ekpunobi | : | |
| | : | |
| v. | : | C-2025-3055408 |
| | : | |
| PECO Energy Company - Electric | : | |

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|---------------------------|---|----------------|
| Ifedoo Enigwe and | : | |
| Uche Ekpunobi | : | |
| | : | |
| v. | : | C-2025-3055430 |
| | : | |
| PECO Energy Company - Gas | : | |

INITIAL DECISION

Before
Alphonso Arnold III
Administrative Law Judge

INTRODUCTION

This Initial Decision dismisses the Formal Complaints filed by Ifedoo Enigwe and Uche Ekpunobi against PECO Energy Company, wherein they sought the return of \$1,240.30 that they alleged was mistakenly paid to PECO, and that PECO still has in its possession. The Complaints are dismissed for the failure of Complainants to meet their burden of proof.

HISTORY OF THE PROCEEDING

On May 20, 2025, Ifedoo Enigwe (“Mr. Enigwe”) and Uche Ekpunobi (“Ms. Ekpunobi”)¹ (together “Complainants”) filed identical Formal Complaints (“Complaints”) against PECO Energy Company’s electric and gas divisions (“PECO”) with the Pennsylvania Public Utility Commission (“Commission”). In the 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 Complaints, admitting or denying the allegations of the Complaints. PECO asserted that the ratepayer for the PECO account in question is Ms. Ekpunobi. PECO 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 Complaints.

On June 23, 2025, Mr. Enigwe filed Motions for Summary Judgment at both dockets.

On June 26, 2025, Initial Telephonic Hearing Notices were issued scheduling these matters for an evidentiary hearing on September 30, 2025, and assigning these matters to me as Presiding Officer.

¹ I note that the Complaints were filed by Mr. Enigwe, concerning the PECO account under the name of Ms. Ekpunobi. The evidentiary record established that Mr. Enigwe is the husband of Ms. Ekpunobi and is responsible for paying the bills at the service address in question. Tr. 8-29. In the Ordering paragraphs of this Initial Decision, the Complaints will be amended to include Ms. Ekpunobi as a Complainant in this matter.

On July 2, 2025, the Commission issued my Prehearing Orders, which explained the procedures that would govern the evidentiary hearing.

On August 1, 2025, my Interim Orders were issued which consolidated the Complaints.

Also on August 1, 2025, my Orders were issued denying the Motions for Summary Judgment.

On September 17, 2025, Mr. Enigwe filed Motions for Issuance of Subpoena for PNC Bank Officials.

On September 22, 2025, I issued Orders denying the Motions for Issuance of Subpoena.

On September 30, 2025, the evidentiary hearing was held as scheduled. Testimony was provided by Ms. Ekpunobi and Mr. Enigwe in support of the Complaints. PECO presented two witnesses, Ramona Milburn and Jade Jackson 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 of my prior Orders.

On October 17, 2025, the 74-page electronic transcript of the evidentiary hearing was filed with the Commission.

On November 7, 2025, the Commission issued my Orders denying the Petitions for Reconsideration. The record was closed on this date.

This matter is ready for disposition. For the reasons discussed below, the Complaints will be dismissed.

FINDINGS OF FACT

1. Uche Ekpunobi is the customer of record at 111 Andrea Road, Cheltenham, PA, 19012 (“service address”). Tr. 31.
2. Ifedoo Enigwe is the husband of Ms. Ekpunobi and he handles and pays the bills issued to the service address. Tr. 9-10.
3. PECO Energy Company provides electric and gas utility service to the service address. PECO Exhibit 2.
4. On January 27, 2025, Ms. Ekpunobi received a bill in the amount of \$1,238.05 from PECO. PECO Exhibit 1.
5. On February 19, 2025, Mr. Enigwe made two payments towards Ms. Ekpunobi’s PECO account in the amounts of \$1,238.05 and \$500, totaling \$1,738.05. Tr. 19; PECO Exhibit 2 at 1.
6. A \$2.25 processing fee was assessed towards Mr. Enigwe’s February 19, 2025, payments. Tr. 47-48; PECO Exhibit 3.
7. Mr. Enigwe intended to make one payment of \$500 towards the January 27, 2025, bill and not the total amount due of \$1,238.05. Tr. 18-19.

8. Mr. Enigwe intended to pay only \$500 towards the January 27, 2025, PECO bill because he disagreed with the size of the January 27, 2025, bill, and initiated a high bill dispute with PECO concerning the bill size. Tr. 18-19.

9. Mr. Enigwe contacted PECO and PNC Bank (“PNC”) in an attempt to have \$1,240.30 returned. Tr. 16-17.

10. Complainant Exhibit 1 is a June 12, 2025, PNC Letter from Devon Riley, a PNC Branch Banker, issued to Mr. Enigwe and Ms. Ekpunobi.

11. On February 26, 2025, PNC initiated an investigation into the \$1,240.30 payment. Complainant Exhibit 1.

12. As part of the investigation, PNC provided a provisional credit to Mr. Enigwe in the amount of \$1,240.30. Tr. 21; Complainant Exhibit 1.

13. PNC initiated a request to PECO for the return of \$1,240.30. Tr. 47-50; PECO Exhibit 3.

14. On March 19, 2025, PECO returned \$1,240.30 to PNC. Tr. 47-49; PECO Exhibit 3.

15. As of May 14, 2025, the provisional credit from PNC to Mr. Enigwe became final and no other funds have been given out by PNC to Mr. Enigwe. Complainant Exhibit 1.

16. Mr. Enigwe acknowledged that he received and retained the \$1,240.30 from PNC. Tr. 27.

17. Ms. Ekpunobi's Statement of Account shows cancellation of the February 19, 2025, \$1,238.05 payment. PECO Exhibit 2 at 1.

DISCUSSION

Legal Standards

As a matter of law, to establish a legally sufficient claim, a complainant must show that the named utility is responsible or accountable for the problem described in the complaint in order to prevail. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990). The offense must also be a violation of the Public Utility Code, a Commission regulation or order or a violation of a Commission-approved tariff. 66 Pa.C.S. § 701.

Section 332(a) of the Public Utility Code ("Code") provides that a complainant, as the party seeking affirmative relief from the Commission, has the burden of proof by a preponderance of the evidence. 66 Pa.C.S. § 332(a); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990). A preponderance of the evidence is evidence that is more convincing, by even the smallest amount, than that presented by the opposing party. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950).

Additionally, this Commission's decision must be supported by substantial evidence in the record. 2 Pa.C.S. § 704. "Substantial evidence" is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Murphy v. Pa. Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

If a complainant establishes a *prima facie* case, the burden of going forward with the evidence shifts to the utility. If a utility does not rebut that evidence, the complainant will prevail. If the utility rebuts complainant's evidence, the burden of going forward with the evidence shifts back to complainant, who must rebut the utility's evidence with some additional evidence. The burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it always remains on a complainant. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001); *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983).

The Code at Section 1501 requires public utilities to provide service that is reasonable and adequate. 66 Pa.C.S. § 1501. The statute provides, in relevant part:

Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the commission.

66 Pa.C.S. § 1501.

Interpreting this provision in *West Penn Power Company v. Pennsylvania Public Utility Commission*, 478 A.2d 947 (Pa. Cmwlth. 1984), the Commonwealth Court stated:

We hold that in order for the PUC to sustain a complaint brought under this section, the utility must be in violation of its duty under this section. Without such a violation by the utility,

the PUC does not have the authority, when acting on a customer's complaint, to require any action by the utility.

478 A.2d at 949 (footnote omitted).

The statutory definition of "service" is to be broadly construed.² *Country Place Waste Treatment Co., Inc. v. Pa. Pub. Util. Comm'n*, 654 A.2d 72 (Pa. Cmwlth. 1995).

Analysis

Complainants in this matter seek the return of \$1,240.30 from PECO that Mr. Enigwe paid to PECO by mistake and which he alleges PECO still has in its possession. At the evidentiary hearing held in this matter, testimony was provided by Ms. Ekpunobi, the customer of record at the service address, and her husband Mr. Enigwe, who handles and pays the bills rendered to the service address. Tr. 8-29.

Mr. Enigwe testified that on February 19, 2025, he mistakenly made two payments of \$500 and \$1,238.05 towards his wife's January 27, 2025, PECO bill. Tr. 18-19. In addition to these payments, PECO assessed a \$2.25 processing fee. Tr. 47-48; PECO Exhibits 1, 3. Mr. Enigwe testified that he intended to make a singular \$500 payment towards the January 27, 2025, PECO bill, and not the total amount due of \$1,238.05 because he disagreed with the size of the January 27, 2025, bill and initiated a high bill dispute concerning the bill size. Tr. 18-19. Mr. Enigwe contacted PECO and

² Used in its broadest and most inclusive sense, the definition of "service" includes any and all acts done, rendered, or performed, and any and all things furnished or supplied, and any and all facilities used, furnished, or supplied by public utilities, or contract carriers by motor vehicle, in the performance of their duties under this part to their patrons, employees, other public utilities, and the public, as well as the interchange of facilities between two or more of them 66 Pa.C.S. § 102.

PNC to have the \$1,240.30³ returned and on February 26, 2025, PNC initiated an investigation into the \$1,240.30. Tr. 16-17; Complainant Exhibit 1. As part of the investigation, PNC provided a provisional credit to Mr. Enigwe in the amount of \$1,240.30. Tr. 21; Complainant Exhibit 1. On May 14, 2025, the provisional credit became final and no other funds were given out by PNC to Mr. Enigwe. Complainant Exhibit 1. Mr. Enigwe acknowledged that he received and retained the \$1,240.30 from PNC. Tr. 27.

PECO presented the testimony of Ramona Milburn, a regulatory assessor, and Jade Jackson, the senior supervisor of payment processing, both employed by PECO. Tr. 30, 46-47. Ms. Milburn sponsored Ms. Ekpunobi's Statement of Account, which was admitted into the record as PECO Exhibit 2, that shows that the February 19, 2025, \$1,238.05 payment was cancelled. PECO Exhibit 2 at 1. Ms. Jackson testified that PNC contacted PECO and requested the return of the \$1,240.30 payment and that on March 19, 2025, PECO returned the funds to PNC. Tr. 47-49; PECO Exhibit 3. Ms. Jackson argued that because the \$1,240.30 was returned, PECO does not owe Complainants any money. Tr. 53.

After review of the evidentiary record, I find that Complainants failed to meet their burden of proof in this proceeding. I find that PECO presented credible evidence that the \$1,240.30 is no longer in its possession after it returned the money to PNC on March 19, 2025. This finding is supported by Complainants' own exhibit, Complainant Exhibit 1, which shows that PNC provided Mr. Enigwe with a provisional credit in the amount of \$1,240.30 as it initiated an investigation into the funds. Upon conclusion of the investigation, PNC permitted Mr. Enigwe to keep the provisional

³ \$1,238.05 (total amount due of January 27, 2025, PECO bill) + \$2.25 (processing fee) = \$1,240.30.

credit. Logic dictates that PNC permitted Mr. Enigwe to keep the provisional credit of \$1,240.30 because PNC received \$1,240.30 from PECO.

Even if it were to be accepted as fact that PECO did not return the \$1,240.30 to PNC, as Complainants argued in this proceeding, the fact remains that PNC permitted Mr. Enigwe to keep the \$1,240.30 provisional credit. Mr. Enigwe acknowledged that he received and retained the \$1,240.30 from PNC. Granting Complainants the relief that they are seeking in this matter, i.e., directing PECO to credit Complainants \$1,240.30 would result in compensating Complainants above and beyond the compensation that they already have received from PNC. Through having their \$1,240.30 returned to them by PNC, Complainants have already been made whole and are not entitled to any refund or credit from PECO. Any issue in regard to whether PNC received \$1,240.30 from PECO would be an issue between PNC and PECO.

In conclusion, for the reasons discussed above, Complainants failed to meet their burden of proving that PECO owes them \$1,240.30. Complainants failed to prove that PECO provided them with unreasonable service, in violation of Section 1501 of the Code, in this proceeding. The Complaints will be dismissed in the Ordering paragraphs below.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and the subject matter of this dispute. 66 Pa.C.S. § 701.

2. As the proponent of a rule or order, Complainant has the burden of proof in this matter. 66 Pa.C.S. § 332(a).

3. To establish a sufficient case and satisfy the burden of proof, the Complainant must show that Respondent is responsible or accountable for the problem described in the Complaint by a preponderance of the evidence. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990).

4. A preponderance of the evidence is evidence more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

5. Any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. 2 Pa.C.S. § 704.

6. Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the commission. 66 Pa.C.S. § 1501.

7. Used in its broadest and most inclusive sense, the definition of "service" includes any and all acts done, rendered, or performed, and any and all things furnished or supplied, and any and all facilities used, furnished, or supplied by public utilities, or contract carriers by motor vehicle, in the performance of their duties under this part to their patrons, employees, other public utilities, and the public, as well as the interchange of facilities between two or more of them. 66 Pa.C.S. § 102.

