

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17120**

Public Meeting held April 16, 2026

Commissioners Present:

Stephen M. DeFrank, Chairman  
Kimberly Barrow, Vice Chair  
Kathryn Zerfuss  
John F. Coleman, Jr.  
Ralph V. Yanora

Ifedoo Enigwe and  
Uche Ekpunobi

C-2025-3055408  
C-2025-3055430

v.

PECO Energy Company

**OPINION AND ORDER**

**BY THE COMMISSION:**

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions filed by Ifedoo Enigwe and Uche Ekpunobi (Mr. Enigwe and Ms. Ekpunobi or Complainants) on February 4, 2026, to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Alphonso Arnold III, issued by the Commission on January 27, 2026, in the above-captioned matter.

In his Initial Decision, ALJ Arnold dismissed the Formal Complaints (Complaints) filed by Mr. Enigwe and Ms. Ekpunobi on May 20, 2025, based upon his

finding that the Complainants did not carry their burden of proving that PECO Energy Company (PECO or the Company) violated the Public Utility Code (Code). I.D. at 10. For the reasons discussed below, we shall deny the Complainants' Exceptions, adopt the Initial Decision of ALJ Arnold, and dismiss the Complaints, consistent with this Opinion and Order.

## I. History of Proceeding

This matter involves the identical Complaints of Mr. Enigwe and Ms. Ekpunobi, filed on May 20, 2025, against both PECO Electric, at Docket No. C-2025-3055408, and PECO Gas, at Docket No. C-2025-3055430.<sup>1</sup> In the Complaints, Mr. Enigwe and Ms. Ekpunobi alleged that PECO: (1) was threatening to shut off service or had already shut off utility service; and (2) took \$1,238.05 from their bank account in error. Complaint at 2. As relief, Mr. Enigwe and Ms. Ekpunobi requested that PECO refund the \$1,238.05 or apply it to their PECO bill and to stop threatening to disconnect service. *Id.* at 3.

On June 17, 2025, PECO filed Answers to the Complaints, denying the material allegations raised in the Complaints. In its Answers, PECO, *inter alia*, asserted that the ratepayer for the PECO account in question is Ms. Ekpunobi and that the payment totaling \$1,240.30<sup>2</sup> was charged back to Mr. Enigwe's bank on March 19, 2025.<sup>3</sup> Answer at 1-2. PECO requested that the Complaints be dismissed. *Id.* at 3.

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<sup>1</sup> In the Initial Decision, ALJ Arnold amended the Complaints to include Ms. Ekpunobi as a Complainant. I.D. at 2, n.1.

<sup>2</sup> This amount consists of \$1,238.05, which represents the total amount due as of January 27, 2025, and a \$2.25 processing fee. PECO Exh. 3.

<sup>3</sup> Mr. Enigwe's bank is PNC Bank (PNC). *See* I.D. at 5, FOF No. 9.

On June 23, 2025, Mr. Enigwe filed a Motion for Summary Judgment at Docket No. C-2025-3055408.

An Initial Telephonic Hearing Notice was issued in this case on June 26, 2025, which, *inter alia*, established September 30, 2025, as the date for the telephonic hearing and indicated that ALJ Arnold would preside. On July 2, 2025, ALJ Arnold issued a *Prehearing Order for Telephone Hearing (Prehearing Order)*, which established the process and procedures for the Initial Hearing. *Prehearing Order* at 1-7.

On July 3, 2025, Mr. Enigwe filed Motions for Summary Judgment at both dockets.

On August 1, 2025, the Commission issued ALJ Arnold's Interim Order Consolidating Formal Complaints. Also on August 1, 2025, the Commission issued ALJ Arnold's Order Denying Motions for Summary Judgment.

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

On September 22, 2025, the Commission issued ALJ Arnold's Order Denying Motions for Subpoena.

At the Initial Hearing on September 30, 2025, Mr. Enigwe and Ms. Ekpunobi appeared *pro se* and testified on their own behalf. Khadijah Scott, Esquire, appeared on behalf of the Company. PECO presented Ms. Ramona Wilburn, Regulatory Assessor, and Ms. Jade Jackson, Senior Supervisor of Payment Processing, as the Company's witnesses. During the hearing, ALJ Arnold admitted six exhibits into the

record, consisting of the Complainant's Exhibit 1, as well as PECO's Exhibits 1 through 5. Tr. at 29; 66.

On October 1, 2025, Mr. Enigwe filed Petitions for Reconsideration of ALJ Arnold's prior Orders at both dockets.

On November 9, 2025, the Commission issued ALJ Arnold's Order Denying the Petitions for Reconsideration.

On January 27, 2026, the Commission issued ALJ Arnold's Initial Decision, wherein he determined that the Complainants failed to carry the burden of proving that PECO violated the Code, a Commission Regulation or order, or a provision in the Company's tariff. I.D. at 10.

As previously noted, Mr. Enigwe filed Exceptions to the Initial Decision on February 4, 2026.

On April 7, 2026, PECO filed a letter indicating that, although the Company was not properly served with a copy of the Complainants' Exceptions, it would not be filing Reply Exceptions.

## **II. Discussion**

### **A. Legal Standards**

#### **1. General Burden of Proof for Complaint Proceeding**

As the party seeking affirmative relief from the Commission, the complainant in this case has the burden of proof. 66 Pa.C.S. § 332(a). The evidence

necessary to meet that burden must be substantial. 2 Pa.C.S. § 704. “Substantial evidence” is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. *Consolidated Edison Company of New York v. National Labor Relations Board*, 305 U.S. 197, 229, 59 S.Ct. 206, 217. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Ry. Co. v. Pa. PUC*, 413 A.2d 1037 (Pa. 1980).

To establish a sufficient case and satisfy the burden of proof, the complainant must show that the respondent utility is responsible or accountable for the problem described in the Complaint. *Patterson v. The Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990). The offense must be a violation of the Code, a Commission Regulation or Order, or a violation of a Commission-approved tariff. 66 Pa.C.S. § 701. Such a showing must be by a “preponderance of the evidence.” *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. denied*, 602 A.2d 863 (Pa. 1992). That is, the Complainant’s evidence must be more convincing, by even the smallest amount, than that presented by the Respondent. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950).

The burden of proof is comprised of two distinct burdens: (1) the burden of production; and, (2) the burden of persuasion. *Hurley v. Hurley* 754 A.2d 1283 (Pa. Super. 2000). The burden of production, also called the burden of going forward with the evidence, determines which party must come forward with evidence to support a particular claim or defense. *Scott and Linda Moore v. National Fuel Gas Distribution*, Docket No. C-2014-2458555 (Final Order entered August 15, 2015) (*Moore*). The burden of production goes to the legal sufficiency of a party’s claim or affirmative defense. *See Id.* The burden of production may shift between the parties during a hearing. A complainant may establish a *prima facie* case with circumstantial evidence. *See Milkie v. Pa. PUC*, 768 A.2d 1217, 1220 (Pa. Cmwlth. 2001) (*Milkie*). If a complainant introduces sufficient evidence to establish legal sufficiency of the claim, also

called a *prima facie* case, the burden of production shifts to the utility to rebut the complainant's evidence. *See Moore*.

If the utility introduces evidence sufficient to balance the evidence introduced by the complainant, that is, evidence of co-equal value or weight, the complainant's burden of proof has not been satisfied and the burden of going forward with the evidence shifts back to the complainant, who must provide some additional evidence favorable to the complainant's claim. *See Milkie*, 768 A.2d at 1220; *see also Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983).

Having produced sufficient evidence to establish legal sufficiency of a claim, the party with the burden of proof must also carry the burden of persuasion to be entitled to a favorable ruling. *See Moore*. While the burden of production may shift back and forth during a proceeding, the burden of persuasion never shifts; it always remains on a complainant as the party seeking affirmative relief from the Commission. *See Milkie*, 768 A.2d at 1220; *see also Riedel v. County of Allegheny*, 633 A.2d 1325, 1328, n.11 (Pa. Cmwlth. 1993); *see also Burleson*, 443 A.2d at 1375. It is entirely possible for a party to carry the burden of production but not be entitled to a favorable ruling because the party did not carry the burden of persuasion. *See Moore*. In determining whether a complainant has met the burden of persuasion, the fact-finder<sup>4</sup> may engage in determinations of credibility, may accept or reject testimony of any witness in whole or in part, and may accept or reject inferences from the evidence. *See Moore* (citing

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<sup>4</sup> In formal complaint proceedings, the Commission, not the ALJ, is the ultimate fact-finder; it weighs the evidence and resolves conflicts in testimony. When reviewing the initial decision of an ALJ, the Commission has all the powers that it would have had in making the initial decision except as to any limits that it may impose by notice or by rule. *Milkie*, 768 A.2d at 1220, n. 7 (citing, *inter alia*, 66 Pa.C.S. § 335(a)).

*Suber v. Pennsylvania Com'n on Crime and Delinquency*, 885 A.2d 678, 682 (Pa. Cmwlth. 2005).

## **2. Adequate, Efficient, Safe, and Reasonable Electric Service**

The Code makes clear that a public utility has a duty to maintain adequate, efficient, safe, and reasonable service and facilities and to make changes, alterations, and substitutions that are necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Section 1501 of the Code provides, in pertinent part, as follows:

### **§ 1501. Character of service and facilities**

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. Subject to the provisions of this part and the regulations or orders of the commission, every public utility may have reasonable rules and regulations governing the conditions under which it shall be required to render service.

66 Pa.C.S. § 1501.

Section 102 of the Code, defines “service” as:

Used in its broadest and most inclusive sense, 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 . . . .

66 Pa.C.S. § 102. A utility’s “service” is not merely confined to the distribution of utility service, but also includes “any and all acts” related to that function. *West Penn Power Co. v. Pa. PUC*, 578 A.2d 75 (Pa. Cmwlth. 1990). Accordingly, a utility’s billing practices are included within the scope of reasonable service.

### **3. Due Process**

As an administrative agency of the Commonwealth, the Commission is required to provide due process to the parties appearing before it. *Schneider v. Pa. PUC*, 479 A.2d 10, 15 (Pa. Cmwlth. 1984) (*Schneider*) (citing *Fusaro v. Pa. PUC*, 382 A.2d 794 (Pa. Cmwlth. 1978)). Due process is satisfied when the parties are afforded notice and the opportunity to appear and be heard. *Schneider*, 479 A.2d at 15 (Pa. Cmwlth. 1984) (citing *Township of Middleton v. The Institute District of the County of Delaware*, 293 A.2d 885 (Pa. Cmwlth. 1972), *aff’d* 450 Pa. 282, 299 A.2d 599 (Pa. Cmwlth. 1973)). The fundamental requirement of due process is the opportunity to be heard at a meaningful time and in a meaningful manner. *Montefiore Hospital Ass’n of Western Pennsylvania v. Pa. PUC*, 421 A.2d 481, 484 (Pa. Cmwlth. 1980) (*Montefiore*).

### **B. Initial Decision**

In the Initial Decision, ALJ Arnold made seventeen Findings of Fact and reached eight Conclusions of Law. I.D. at 4-6; 10-12. The Findings of Fact and Conclusions of Law are incorporated herein by reference and are adopted without comment unless they are either expressly or by necessary implication rejected or modified by this Opinion and Order.

In the Initial Decision, ALJ Arnold rejected the Complainants' claim that PECO owes them \$1,240.30. I.D. at 10. The ALJ found that PECO presented credible evidence that the \$1,240.30 was no longer in PECO's possession after it returned the money to PNC on March 19, 2025. In making his determination, ALJ Arnold relied upon Complainants' Exhibit 1, which indicated that PNC provided Mr. Enigwe with a provisional credit in the amount of \$1,240.30 as it initiated an investigation into the funds. *Id.* at 9. The ALJ explained that upon PNC's conclusion of its investigation, PNC permitted Mr. Enigwe to keep the provisional credit. ALJ Arnold stated that it was logical to believe that PNC permitted Mr. Enigwe to keep the provisional credit because PNC received \$1,240.30 from PECO. *Id.* at 10.

Furthermore, ALJ Arnold considered the argument raised by the Complainants, that PECO did not return the \$1,240.30 to PNC, and found that the fact remains that PNC allowed Mr. Enigwe to keep the \$1,240.30 provisional credit. ALJ Arnold stated that Mr. Enigwe acknowledged that he received and retained the \$1,240.30 from PNC and that if he were to grant the Complainants' requested relief, it would result in compensating the Complainants above and beyond the compensation they have already received. ALJ Arnold determined that as the Complainants have already been made whole by the \$1,240.30 return from PNC, they are not entitled to any refund or credit from PECO. Additionally, ALJ Arnold noted that any issue in regard to whether PNC received \$1,240.30 from PECO would be an issue between PNC and PECO. I.D. at 10.

After considering the testimony and evidence, the ALJ indicated that the Complainants failed to meet their burden of proof that PECO owes them \$1,240.30. Accordingly, the ALJ found no basis to sustain the Complaint, and he concluded that the Complainants failed to carry their burden of proving that PECO provided them with unreasonable service in violation of Section 1501 of the Code, in this proceeding. I.D. at 10.

### C. Exceptions

As previously noted, Mr. Enigwe and Ms. Ekpunobi filed timely Exceptions on February 4, 2026, which consist of seven Exceptions.

In the Complainants' first Exception, the Complainants argue that the ALJ erred in denying the Complainants' Motion for Issuance of Subpoena for PNC Bank Officials. Mr. Enigwe and Ms. Ekpunobi state that the denial of the Complainants' Subpoena deprived the Complainants of critical evidence necessary to prove their case. Exc. at 1. The Complainants aver that the testimony of the PNC Officials was essential to establish the following:

1. Whether PNC actually received any funds from PECO on or about March 19, 2025;
2. The basis upon which PNC provided the provisional credit that later became permanent;
3. Whether PNC's decision to make the provisional credit permanent was based on PECO's return of funds or on PNC's acknowledgement of its own error in failing to prevent the unauthorized withdrawal;
4. The complete chronology and documentation of all communications between PNC and PECO regarding the disputed transaction.

*Id.* at 1.

The Complainants contend that without the PNC Officials' testimony, the record contains a critical evidentiary gap. The Complainants claim that there is no independent verification that PECO returned \$1,240.30 to PNC. As relief, the Complainants request a new hearing and an Order compelling PNC to produce witnesses with knowledge of: (1) all transactions between PNC and PECO related to account holder during February-May 2025; (2) the basis for PNC's decision to make the

provisional credit permanent; and (3) all communications between PNC and PECO regarding this matter. Exc. at 2.

In their second Exception, the Complainants claim that the ALJ erred in finding that the Complainants failed to meet their burden of proof. The Complainants argue that this finding is erroneous for multiple reasons. First, the Complainants state that they established a *prima facie* case and the evidence established that:

(1) Mr. Enigwe made an erroneous payment of \$1,240.30; (2) the payment was made in error; (3) PECO received those funds; (4) Mr. Enigwe timely requested return of the erroneously paid funds; and (5) the funds have not been returned by PECO to Mr. Enigwe and Ms. Ekpunobi. Exc. at 2.

The Complainants state that PECO failed to adequately rebut the *prima facie* case because, *inter alia*, PECO did not provide any independent verification that PNC actually received any funds from PECO. The Complainants state that the burden then shifted back to PECO to prove by competent evidence that it no longer possessed the funds because it successfully returned them. The Complainants argue that the Company's uncorroborated internal records and self-serving testimony are insufficient to meet this burden, particularly where PNC has not confirmed receipt. Exc. at 3.

In Exception Number 3, the Complainants contend that the ALJ erred in concluding that any dispute regarding whether PNC received funds from PECO "would be an issue between PNC and PECO." Exc. at 3 (citing I.D. at 10). The Complainants state that the Commission has exclusive jurisdiction over disputes between utilities and their customers regarding utility service. Exc. at 3. According to the Complainants, this is a dispute between the Complainants and PECO, not between PNC and PECO. The Complainants aver that PECO has an obligation to return funds paid to it by mistake and

whether PECO attempted to return those funds to a third party is irrelevant to PECO's obligation to the payor. *Id.* at 4.

The Complainants state that PNC is not a party to this proceeding and that the Commission cannot adjudicate rights or obligations of PNC because they have not appeared and are not subject to the Commission's jurisdiction. The Complainants contend that ALJ Arnold's suggestion for the Complainants to pursue PNC rather than PECO is contrary to law. Exc. at 4.

The Complainants assert that PECO cannot satisfy its obligation to the Complainants by paying a third party. According to the Complainants, if a utility customer overpays, the utility's obligation is to return the overpayment to the customer, not to the customer's bank. Exc. at 4.

The Complainants state that the Commission has the jurisdiction and duty to resolve this dispute. The Complainants cite to Section 1501 of the Code, 66 Pa.C.S. § 1501, and state that this section requires utilities to provide reasonable service, which includes the proper handling of customer payments and refunds. The Complainants state that the Commission has jurisdiction to order PECO to refund money improperly retained. *Id.* (citing *West Penn Power v. Pa. PUC*, 478 A2d 947 (Pa. Cmwlth.1984)).

The Complainants take issue with the Initial Decision's "double recovery fallacy." Exc. at 4. Specifically, the Complainants point to page 10 of the Initial Decision, where the ALJ stated, "[g]ranting 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." Exc. at 4 (citing I.D. at 10). In support of this argument, the Complainants state: (1) that there is no evidence that any payment from PECO was the source of PNC's decision to make the provisional credit permanent; (2) PNC may have

credited the Complainants based on its own error or policy; and (3) if both PNC and PECO credited the Complainants, PNC and PECO could resolve any resulting dispute between themselves, but that does not relieve PECO of its obligation to the Complainants. Exc. at 4.

In the Complainants' fourth Exception, they argue that the ALJ erred in finding that "logic dictates that PNC permitted Mr. Enigwe to keep the provisional credit of \$1,240.30 because PNC received \$1,240.30 from PECO." Exc. at 5 (citing I.D. at 10). The Complainants state that the ALJ's finding is pure speculation, unsupported by any evidence, which violates the substantial evidence standard. The Complainants offer an alternative explanation for why PNC allowed Mr. Enigwe to keep the provisional credit, such as PNC's acknowledgement of its failure to prevent an erroneous withdrawal. Additionally, the Complainants note the timing discrepancy of when PECO claims it returned the funds to PNC and when PNC made the provisional credit permanent. The Complainants also argue that there is no evidence in the record of any communication from PNC to Mr. Enigwe stating that PNC received funds from PECO. Exc. at 5.

In Exception Number 5, the Complainants aver the ALJ erred in finding that the "Complainants have already been made whole and are not entitled to any refund or credits from PECO." Exc. at 6 (citing I.D. at 10). The Complainants argue that this finding is erroneous for four reasons: (1) a credit from PNC does not satisfy PECO's independent obligation; (2) there is no evidence that establishes that PNC's credit was compensation for PECO's retention of funds; (3) the "made whole" analysis is premature; and (4) PECO cannot avoid its obligation by pointing to a third party's conduct. Exc. at 6.

In the Complainants' sixth Exception, the Complainants allege that the ALJ erred in denying the Complainants' Petitions for Reconsideration.<sup>5</sup> The Complainants contend that the denial compounded the errors identified by the Complainants, above, because the ALJ refused to reconsider the denial of critical discovery and the dismissal without adequate evidence. Exc. at 7.

In their seventh and final Exception, the Complainants contend that the initial decision violates the Complainants' due process rights. The Complainants argue that the cumulative effect of the ALJ's errors, specifically, denying critical discovery, speculating rather than making evidence-based findings, and dismissing the Complaint, deprived the Complainants of due process. Exc. at 7.

#### **D. Disposition**

We advise the Parties that any issue or argument that we do not specifically address shall be deemed to have been duly considered and denied without further discussion. The Commission is not required to consider, expressly or at length, each contention or argument raised by the parties. *Consl. Rail Corp. v. Pa. PUC*, 625 A.2d 741 (Pa. Cmwlt. 1993); *see also, generally, Univ. of Pa. v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlt. 1984).<sup>6</sup>

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<sup>5</sup> As noted, *supra*, the Mr. Enigwe filed Petitions for Reconsideration of ALJ Arnold's prior Orders at both dockets. On November 9, 2025, the Commission issued ALJ Arnold's Order Denying the Petitions for Reconsideration.

<sup>6</sup> *See also Metropolitan Edison Co. v. Pa. PUC*, 22 A.3d 353 (Pa. Cmwlt. 2011), *appeal denied*, 22 A.3d 353 (Pa. 2012) (citing *Wheeling & Lake Erie Railway Company v. Pa. PUC*, 778 A.2d 785, 794 (Pa. Cmwlt. 2001) for the proposition that the Commission is not required to expressly consider all of the arguments set forth by the parties in its Order).

In this case, we will adopt the ALJ's Initial Decision. We agree with the ALJ's determination that the Complainants failed to carry their burden of proving that PECO violated the Code, a Commission Regulation or order, or a provision in the Company's tariff. *See* I.D. at 10.

The crux of the Complainants' Exceptions is the Complainants' assertion that PECO failed to reimburse PNC Bank for the Complainants' cancelled payment of \$1,240.30. On February 19, 2025, Mr. Enigwe used a PNC debit card to make a payment to PECO in the amount of \$1,240.30. PECO Exh. 2-4. After Mr. Enigwe contacted both PNC and PECO to cancel his payment of \$1,240.30, PNC Bank issued Mr. Enigwe a provisional credit in the amount of \$1,240.30 on February 26, 2025. *See* PECO Exh. 5.

During the evidentiary hearing, PECO presented two witnesses that explained PECO's internal procedures regarding cancelled payments. PECO's Witness, Ms. Jackson, testified that PNC initiated a return request and, on March 19, 2025, PECO returned the funds via bank-to-bank transfer. PECO Exh. 3; Tr. at 58. We agree with ALJ Arnold that PECO presented credible evidence that the Company is no longer in possession of the \$1,240.30 after it returned the money to PNC on March 19, 2025. *See* I.D. at 9. Furthermore, it is reasonable to assume that although PECO's internal documents reflect the refund to PNC Bank was made on March 19, 2025, it may take some time for the same to be reflected within PNC's records.

We find that ALJ Arnold properly determined that by granting the Complainants the relief requested and ordering PECO to refund the Complainants \$1,240.30, it would result in compensating the Complainants above and beyond that already received by PNC. During the evidentiary hearing, Mr. Enigwe acknowledged that he did, in fact, receive \$1,240.30 from PNC Bank. Tr. at 27. The Complainants were made whole when the \$1,240.30 was returned to them by PNC and are not entitled to any refund or credit from PECO. The Complainants' arguments fail to consider that

their payment was made via a third-party provider, PNC Bank; therefore, the refund was issued through that third-party rather than directly from PECO to the Complainants.

In their Exceptions, the Complainants argue that the ALJ improperly denied the Complainants' Motion to Subpoena PNC Officials. Exc. at 1. However, assuming, *arguendo*, the Subpoena was granted and PNC officials testified at the evidentiary hearing that they have not received the funds from PECO, it would not change our disposition in the matter at hand. In the Complaints, the relief sought by the Complainants was the return of the \$1,240.30 and the Complainants received just that. *See* Complaint at 2-3; Tr. at 27.

Finally, the Complainants assert in their seventh Exception that the Initial Decision violates the Complainants' due process rights. Exc. at 7. We disagree. The Commission is clearly bound by the due process provision of constitutional law and by the principles of common fairness. *See Town Development Inc. v. Pa. PUC*, 411 A.2d 1317 (Pa. Cmwlth. 1980). The fundamental requirement of due process is an opportunity to be heard at a meaningful time and in a meaningful manner. *See Montefiore*.

After a careful review of the procedural history of the case and the evidentiary record developed in this proceeding, we find that the Complainants were afforded adequate due process with a full and fair opportunity to be heard. As detailed above, the Complainants filed the instant Complaints against PECO on May 20, 2025. The Complainants were afforded a hearing where they were able to present evidence and cross-examine PECO's witnesses. After a review of the record, including the pleadings, exhibits, and hearing transcript, the ALJ authored an Initial Decision, issued by the Commission, with a recommendation to dismiss the Complaints, finding that the evidence presented by the Complainants was insufficient to sustain the Complaints. Once the Initial Decision was issued, the Complainants were afforded yet another

opportunity to voice their objections through the Exceptions process. The Complainants took advantage of this opportunity and filed Exceptions on February 4, 2026, as mentioned, *supra*. Those Exceptions are now before us for consideration and disposition.

As noted previously, we are of the opinion that the record plainly demonstrates that the procedure instituted by the Commission to handle Complaints and conduct hearings adequately ensures that each Complainant receives ample opportunity to be heard and guarantees that each Complaint is reviewed and adjudicated in a meaningful and timely manner. Upon review, we conclude that the Complainants' due process rights were fully protected and there is no due process error requiring remedy. Accordingly, the Complainants' Exception regarding due process is denied.

The Complainants have not provided any additional information in Exceptions that would persuade us to depart from the determinations made in the Initial Decision. Accordingly, we will deny the Complainants Exceptions in their entirety, adopt the Initial Decision, and dismiss the Complaints.

### **III. Conclusion**

Based upon our review of the ALJ's Initial Decision, and the Exceptions, we shall deny Mr. Enigwe and Ms. Ekpunobi's Exceptions and adopt ALJ Arnold's Initial Decision, consistent with this Opinion and Order; **THEREFORE,**

#### **IT IS ORDERED:**

1. That the Exceptions of Ifedoo Enigwe and Uche Ekpunobi, filed on February 4, 2026, to the Initial Decision of Administrative Law Judge Alphonso Arnold III, issued on January 27, 2026, at Docket Nos. C-2025-3055408 and C-2025-3055430, are denied, consistent with this Opinion and Order.

2. That the Initial Decision of Administrative Law Judge Alphonso Arnold III, issued on January 27, 2026, at Docket Nos. C-2025-3055408 and C-2025-3055430, is adopted, consistent with this Opinion and Order.

3. That the Formal Complaints of Ifedoo Enigwe and Uche Ekpunobi, filed on May 28, 2025, against PECO Energy Company, at Docket Nos. C-2025-3055408 and C-2025-3055430, are dismissed, consistent with this Opinion and Order.

4. That the Secretary's Bureau shall mark Docket Nos. C-2025-3055408 and C-2025-3055430 as closed.

**BY THE COMMISSION,**



Matthew L. Homsher  
Secretary

(SEAL)

ORDER ADOPTED: April 16, 2026

ORDER ENTERED: April 16, 2026