

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

Mahmoud Abuhadba, :
 :
 Petitioner :
 :
 v. : No. 22 M.D. 2024
 : Submitted: February 4, 2026
 Commonwealth of Pennsylvania, :
 Department of Corrections, :
 :
 Respondent :

BEFORE: HONORABLE MICHAEL H. WOJCIK, Judge
 HONORABLE LORI A. DUMAS, Judge
 HONORABLE MARY HANNAH LEAVITT, Senior Judge

OPINION NOT REPORTED

MEMORANDUM OPINION
BY JUDGE WOJCIK

FILED: August 28, 2026

Before the Court are the cross-applications for summary relief (ASRs) filed by Mahmoud Abuhadba (Inmate) and the Pennsylvania Department of Corrections (DOC), pursuant to Pennsylvania Rule of Appellate Procedure (Pa.R.A.P.) 1532(b).¹ Inmate filed a Petition for Review (PFR) seeking mandamus relief² compelling DOC to recompute his sentences and to apply all credit for the

¹ Under Pa.R.A.P. 1532(b), the standard for granting summary relief is limited to cases where the right to judgment is clear and no material issues of fact are in dispute. *Calloway v. Pennsylvania Board of Probation and Parole*, 857 A.2d 218, 220 n.2 (Pa. Cmwlth. 2004). This Court must view the record in the light most favorable to the non-moving party. *Id.*

² As this Court has explained:

(Footnote continued on next page...)

time he has already served. DOC seeks dismissal of the PFR, asserting the sentence has been lawfully computed and that Inmate lacks a clear right to relief. For the reasons set forth below, we grant DOC's ASR; deny Inmate's ASR; and dismiss the PFR.

The undisputed facts alleged in the relevant pleadings may be summarized as follows. On March 19, 2013, the trial court sentenced Inmate to serve an aggregate sentence of 29 to 84 months at Docket Nos. CP-1828-2012, CP-1926-2012, and CP-2175-2012 (Sentence 1). The trial court expressly awarded 228 days of presentence credit. DOC applied that credit by adjusting the effective date of the sentence to August 3, 2012, resulting in original minimum and maximum dates of January 3, 2015, and August 3, 2019, respectively. On April 21, 2014, Inmate was released on parole under the jurisdiction of the Pennsylvania Board of Probation and Parole (Board).

While on parole, Inmate was arrested on March 17, 2015, for new criminal conduct including one count of aggravated assault on Inmate's probation officer. He later pled guilty and, on December 8, 2015, was sentenced by the trial court to 30 to 60 months on each of two counts, consecutively, for an aggregate term of 60 to 120 months (Sentence 2). Each sentencing order for Sentence 2 stated that Inmate is entitled to a time credit on that sentence commencing on March 17, 2015.

On February 16, 2016, the Board recommitted Inmate as a convicted parole violator (CPV) and calculated that Inmate owed 1,930 days of backtime in

Mandamus is an extraordinary writ. It will only be granted to compel performance of a ministerial duty where the plaintiff establishes a clear legal right to relief and a corresponding duty to act by the defendant. Mandamus does not establish legal rights but enforces those rights which have already been established.

Calloway, 857 A.2d at 220 n.2 (citations omitted).

Sentence 1, establishing a new maximum date for Sentence 1 of May 19, 2021. Inmate began serving this backtime on February 5, 2016, when he was returned to DOC's custody to serve the remainder of Sentence 1.

Upon the expiration of Sentence 1 on May 19, 2021, DOC commenced Inmate's service on Sentence 2. On May 20, 2021, DOC then applied credit for the time that Inmate served between March 17, 2015, and February 4, 2016, and by subtracting this period from the new maximum date of May 19, 2021, recalculated an effective date of June 29, 2020, producing minimum and maximum dates of June 29, 2025, and June 29, 2030, respectively. Inmate submitted grievances to DOC dating back to 2021, and again in 2023, relating to the service allocated between Sentence 1 and Sentence 2, but each was rejected as untimely under DOC's regulations. On January 23, 2024, Inmate filed the instant PFR asserting that DOC unlawfully extended his confinement by failing to apply credit properly between the judgments of sentence that were imposed.

Specifically, Inmate argues that DOC did not provide any credit from Sentence 1. The record contradicts this assertion. DOC applied the 228-day credit by moving the effective date of Sentence 1 to August 3, 2012, resulting in an appropriately shortened maximum date of August 3, 2019, rather than March 2020. The Board's later recalculation to May 19, 2021, resulted from Inmate's parole violation, and not a failure by DOC to appropriately credit time for the service of his sentences. The Board has the statutory authority to extend a maximum date to account for recommitment time without increasing the total sentence. *See Marshall v. Pennsylvania Board of Probation and Parole*, 200 A.3d 643, 648 (Pa. Cmwlth. 2018) ("The Board is authorized to recalculate the maximum date of a sentence beyond the original date where it is not adding to the total length of the sentence.

Hughes v. P[ennsylvania] B[oard] of Prob[ation and] Parole, 179 A.3d 117 (Pa. Cmwlth. 2018) (maximum length of sentence, not maximum date, is controlling).”). Inmate’s argument in this regard is therefore unavailing.

As to Sentence 2, the trial court ordered that Inmate receive credit commencing on March 17, 2015. DOC applied this period, *i.e.*, March 17, 2015, through February 4, 2016, by adjusting the effective date of Sentence 2 backward from May 19, 2021, to June 29, 2020. This service of Sentence 2 is consistent with Section 9760 of the Sentencing Code³ and with principles prohibiting double-credit. Indeed, as this Court has recently explained:

The Sentencing Code does not authorize application of credit against multiple unrelated sentences for the same time served; “Section 9760 of the Sentencing Code ‘does not contemplate credit for time served to be awarded twice.’” Such a multiple credit would constitute “a windfall on sentencing for a completely unrelated crime. . .,” which windfalls the Superior Court has rejected. Like the Superior Court, in considering claims of credit for time served, “[t]his [C]ourt does not deal in ‘volume discounts.’”

³ 42 Pa. C.S. §9760(a)(1) Section 9760(a)(1) states, in relevant part:

Credit against the maximum term and any minimum term shall be given to the defendant for all time spent in custody ***as a result of the criminal charge for which a prison sentence is imposed or as a result of the conduct on which such a charge is based.*** Credit shall include credit for time spent in custody prior to trial, during trial, pending sentence, and pending the resolution of an appeal.

(Emphasis added).

Williams v. Department of Corrections (Pa. Cmwlth., No. 65 M.D. 2023, filed April 3, 2024), slip op. at 6 (citations and footnotes omitted).⁴

In addition, Inmate's assertion that he was entitled to have the 2015 sentence begin before completion of Sentence 1 contravenes Section 6138 of the Prisons and Parole Code (Parole Code),⁵ which mandates that a CPV must serve the remainder of the original sentence before serving the new sentence. *See also Kerak v. Pennsylvania Board of Probation and Parole*, 153 A.3d 1134, 1139-40 (Pa. Cmwlth. 2016) (“[W]e again recognize[] that [the former Parole Code] mandated that sentences for crimes committed on parole be served consecutively with time remaining on original sentences and that neither the courts nor the Board may impose concurrent sentences.”). Further, a CPV must serve his backtime prior to serving his new sentence and Inmate may not receive credit for periods already applied to his backtime on Sentence 1. *Jackson v. Vaughn*, 777 A.2d 436, 438 (Pa. 2001). As a result, DOC's method of subtracting the credit from the date Sentence 1 expired complies with this rule.

⁴ See Pa.R.A.P. 126(b)(1)-(2) (“As used in this rule, ‘non-precedential decision’ refers to . . . an unreported memorandum opinion of the Commonwealth Court filed after January 15, 2008. Non-precedential decisions . . . may be cited for their persuasive value.”).

⁵ 61 Pa. C.S. §6138. Pursuant to Section 6138(a)(4) of the Parole Code “[t]he period of time for which the parole violator is required to serve shall be computed from and begin on the date that the parole violator is taken into custody to be returned to the institution as a parole violator.” 61 Pa. C.S. §6138(a)(4). Moreover, Section 6138(a)(5) of the Parole Code provides:

If a new sentence is imposed on the parolee, the service of the balance of the term originally imposed by a Pennsylvania court ***shall precede the commencement of the new term imposed*** in the following cases: (i) If a person is paroled from a State correctional institution and the new sentence imposed on the person is to be served in the State correctional institution.

61 Pa. C.S. §6138(a)(5) (emphasis added).

To the extent that Inmate collaterally attacks the Board's recalculation of his maximum date after his recommitment as a CPV, such challenges lie within this Court's appellate jurisdiction, not our original jurisdiction. *McGriff v. Commonwealth*, 809 A.2d 455, 458 (Pa. Cmwlth. 2002). Such claims are also untimely, and DOC cannot be compelled by mandamus to alter a Board determination as to his maximum date. *See, e.g., Calloway v. Pennsylvania Board of Probation and Parole*, 857 A.2d 218, 220-21 (Pa. Cmwlth. 2004). ("As to the [c]ounty [s]entence . . . for which [the inmate] is seeking credit, because this claim is an attack on the 2002 recalculation order issued by the Board denying credit for the time he served while on constructive parole, [he] was required to file a direct appeal of that order addressed to this Court's appellate jurisdiction." (citation omitted)).

The record in this matter reflects no genuine dispute of material fact. DOC's application of sentencing credit conforms with Section 9760 of the Sentencing Code, and the Board's refusal to grant Inmate a "street time" credit upon his recommitment as a CPV conforms to Section 6138 of the Parole Code. Inmate has thus failed to demonstrate a clear legal right to mandamus relief. Because DOC correctly applied all court-ordered sentencing credit and properly calculated Inmate's minimum and maximum sentence dates under the applicable law following the Board's recommitment of Inmate as a CPV, DOC's right to summary relief is clear.

Accordingly, DOC's ASR is granted; Inmate's ASR is denied; and Inmate's PFR is dismissed.

MICHAEL H. WOJCIK, Judge

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ORDER

AND NOW, this 28th day of August, 2026, the Cross Application for Summary Relief filed in the above-captioned matter by the Department of Corrections is **GRANTED**; the Application for Summary Relief filed by Mahmoud Abuhadba is **DENIED**; and the Petition for Review filed by him is **DISMISSED**.

MICHAEL H. WOJCIK, Judge