

COMMONWEALTH OF PUERTO RICO
PUERTO RICO ENERGY COMMISSION

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MARC BEJARANO
PETITIONER

vs.

AUTORIDAD DE ENERGÍA ELÉCTRICA DE
PUERTO RICO
RESPONDENT

CASE No.: CEPR-RV-2017-0004

MATTER: Hearing Examiner's Report

EXAMINING OFFICER'S REPORT

I. Procedural Background

On February 27, 2017, Petitioner Marc Bejarano (hereafter, "Petitioner" or "Mr. Bejarano") filed a petition for bill review with the Puerto Rico Energy Commission ("Commission"), against the Puerto Rico Electric Power Authority ("PREPA"), pursuant to Article 6.27 of Act 57-2014¹ and Regulation 8863.² Mr. Bejarano's petition relates to certain past due charges included in a bill dated October 28, 2016 issued by PREPA to a certain Wendy Carroll Parker, whom he claims to be his tenant. However, the copy of the bill attached to Petitioner's request is dated February 10, 2017.³ Mr. Bejarano seeks review of past due charges in the amount of \$2,363.12, as well as late payment charges and interest of \$17.59.⁴

According to his Petition, "[o]n Nov. 2, 2016, [Mr. Bejarano] filled out online form as instructed by [PREPA] contesting Oct. 28 [,2016] interest. On Jan 6, [2017] got adverse reply. On Jan 6, [2017] requested review. Their 30 day deadline to review lapsed Feb 5 [, 2017]."⁵ Mr. Bejarano requested a hearing "about the interest and everything that led up to

¹ The Puerto Rico Energy Transformation and RELIEF Act, as amended.

² Regulation on the Procedure for Bill Review and Suspension of Electric Service due to Failure to Pay.

³ The February 10, 2017 bill was issued to Wendy Carroll Parker and relates to a property located at 2165 Cacique Street, San Juan, Puerto Rico.

⁴ See Part C of *Revisión Formal de Facturas de Servicio Eléctrico* Form filled and filed by Petitioner on February 27, 2017.

⁵ *Id.* at Part. D.

it, including original 2012 and 2013 charges, transfer to Wendy's account, all interests (sic)."⁶

On March 17, 2017, PREPA filed a Motion an extension until April 10, 2017 to reply to Mr. Bejarano's Petition. The Commission granted PREPA's request on March 20, 2017.

On April 4, 2017, Mr. Bejarano filed a Motion requesting that the hearing in his case be conducted in the English language. The Commission granted Petitioner's request on April 5, 2017, but granted PREPA the opportunity to object to such determination, in which case the Commission would address such objections during the hearing.

On April 10, 2017, PREPA filed a Motion requesting dismissal of the present case. Together with said Motion, PREPA filed a Motion opposing Mr. Bejarano's request that the hearing be conducted in English.

On April 11, 2017, the Commission issued a Resolution designating the undersigning attorney as Examining Officer to conduct the proceedings in the present case.⁷

On April 19, 2017, the Commission held a hearing to address: (1) whether it has jurisdiction to consider the dispute of the past due charges contested by the Petitioner; (2) whether there are grounds to consider the present case as a complaint rather than a petition for bill review, given PREPA having allegedly transferred the past due balance to the Petitioner's tenant's account; (3) the applicability of the provisions of Act 7-2014; (4) whether PREPA failed to comply with the bill review procedures or any other procedural matter in its handling of the Petitioner's case; and (5) any other subject deemed relevant by the Commission.⁸ Petitioner appeared *pro se*, while PREPA was represented by attorneys Rebecca Torres Ondina and Carlos Aquino Ramos. As a preliminary matter, the Examining Officer resolved to deny PREPA's request that the hearing be conducted in Spanish, citing the Commission's discretion under Section 1.10 of Regulation 8543 to conduct the hearing in English.

⁶ *Id.*

⁷ Such delegation was made in accordance with the provisions of the Commission's Resolution of March 29, 2017, authorizing the designation of its employees as hearing examiners to conduct the proceedings in cases arising under Regulation No. 8863, Regulation on Bill Review Proceedings and Suspension of Electric Service for Lack of Payment ("Regulation 8863"), as well as the provisions of Sections 6.3, 6.4, 6.11, and 6.24 of Act 57-2014, as amended, known as the Puerto Rico Energy Transformation and RELIEF Act, and Article IX of Regulation No. 8543, Regulation on Adjudicative, Notice of Noncompliance, Rate Review and Investigation Proceedings ("Regulation 8543").

⁸ The hearing was held at 9:00 a.m., at the Commission's Hearing Room, located at the Seaborne Building, 8th Floor, 268 Muñoz Rivera Ave., San Juan, Puerto Rico.

At the hearing, the Commission heard testimony from Mr. Bejarano, and from Ms. Darleen Fuentes Amador, Technical Advisor at PREPA's Customer Service Directorate. Furthermore, the Commission admitted as evidence a log of emails presented by PREPA as Exhibit I. Likewise, an audio recording of the hearing was included in the case file.

Based on the documents filed by the Parties and the testimony given during the hearing, I submit the following report, which contains my recommendations for the Findings of Fact and Conclusions of Law, as well my recommendation regarding the resolution of the case.

II. Preliminary Observations

This case presents three distinct, albeit interrelated, controversies: (i) whether PREPA erred in its denial to accept and process Mr. Bejarano's November 2, 2016 request for a review of the October 28, 2016 electric service bill; whether Mr. Bejarano has a valid, pending claim before PREPA contesting a \$2,363.12 outstanding charge included a certain January 16, 2016 bill, as alleged in his November 2, 2016 objection; and (iii) whether PREPA acted lawfully in transferring the outstanding balance on Mr. Bejarano's account to the account opened by Ms. Wendy Parker.

However, as discussed below, based on the facts of this case and the applicable legal provisions, I conclude that PREPA erred in refusing to accept Mr. Bejarano's November 2, 2016. Such denial by PREPA constituted a violation of the provisions of Act 33 of June 27, 1985, as amended, and Chapter XIII of PREPA's Regulation No. 7982.⁹ PREPA's failure to comply with applicable legal provisions denied Mr. Bejarano's right to due process in the handling and evaluation of his objection. Accordingly, and given that the exhaustion of available procedures before the electric service company is a prerequisite for the Commission to gain jurisdiction to address billing complaints,¹⁰ I recommend the Commission order PREPA to address Mr. Bejarano's complaint pursuant to applicable legal provisions.

In resolving to return the case to PREPA, it is unnecessary at this point to address the remaining controversies.

III. Findings of Fact

1. On July 2003, Marc Bejarano opened an account with PREPA for electric power service at a residence located on 1112 Ashford Avenue, San Juan

⁹ Regulation on the General Terms and Conditions for the Provisions of Electric Service, as amended. Since January 1, 2017, the bill review procedures is subject to the provisions of Section 6.27 of Act 57-2014 and Regulation 8863. However, at the time Mr. Bejarano's request was filed, and PREPA's customer service representatives denied Mr. Bejarano's objection, the provisions of Act 33 and PREPA Regulation 7982 were still in effect.

¹⁰ See Article 6.27(d) of Article 6.27 of Act 57-2014.

("Ashford Residence"). He began subletting said residence on October 2005. Mr. Bejarano did not live in Puerto Rico since 2005 and had sublet the residence to various tenants since then.¹¹

2. On May 2012, Mr. Bejarano began subletting the Ashford Residence to Gregory Snyder. As part of the sublease terms, Snyder would be responsible for paying the monthly electric bill, but the electric service account would remain registered in Bejarano's name.¹²
3. On November 15, 2012, Mr. Bejarano learned that Mr. Snyder had not made any payments for electric service since June 18, 2012, and that it had accrued an outstanding balance of \$1,637.83.¹³
4. On the days that followed, Mr. Bejarano contacted PREPA representatives regarding the situation. Mr. Bejarano intended for PREPA to cut off power service in order to stop accruing further charges.¹⁴
5. Mr. Bejarano made multiple informal attempts at reaching a settlement with PREPA with regards to the payment of a portion of the outstanding amounts.¹⁵
6. On July 16, 2013, Mr. Bejarano made a payment of \$643.38, which he intended as a payment in full, and sent an email to PREPA notifying of such payment and of his intention to deem the past due charges to have been settled if PREPA did not object to the amount paid within thirty (30) days.¹⁶
7. PREPA did not respond to Mr. Bejarano's email regarding the settlement of the outstanding balance.¹⁷

¹¹ See Petition for Bill Review, Attachment 1.

¹² *Id.*

¹³ *Id.*

¹⁴ *Id.*

¹⁵ *Id.* See, also, Testimony of Mr. Bejarano at 00:43:44 and 1:11:27. We use the term "settlement" in the same form as used and intended by Mr. Bejarano; that is, to mean that Mr. Bejarano's payment of a portion of the outstanding balance and PREPA's acceptance of such payment, would constitute a payment in full of the outstanding debt, unless PREPA specifically stated otherwise.

¹⁶ See Petition for Bill Review, Attachment 1. See, also, Testimony of Mr. Bejarano at 00:43:44 and 1:13:01.

¹⁷ *Id.*

8. PREPA applied the payment made by Mr. Bejarano to his then current outstanding balance and continued to bill Mr. Bejarano for the remaining balance.¹⁸
9. PREPA's bill were mailed to a P.O. Box address owned by Mr. Bejarano, but to which Mr. Bejarano has occasional access to.¹⁹
10. Mr. Bejarano knowingly and willingly ignored PREPA's bills.²⁰
11. The bills sent by PREPA to Mr. Bejarano contain a notice informing the customer of their right under Act 33 to object and seek review of the current charges included in a bill.²¹
12. The bills sent by PREPA to Mr. Bejarano, as well as the language notifying Act 33 remedies in such bills, are in Spanish.²²
13. On January 2, 2015, PREPA sent a "Final Bill" ("Factura Final") to Mr. Bejarano. Such bill shows a balance of \$2,331.92, which has been outstanding for 28 months, and a past due charge ("Cargo por Atraso") of \$15.55 for a total bill amount of \$2,347.47.²³
14. Mr. Bejarano did not make any further efforts to address his outstanding balance with PREPA until April 2015 when he moved back to Puerto Rico.²⁴
15. On December 2015, Mr. Bejarano purchased a residence located at Cacique Street, Ocean Park, San Juan.²⁵
16. Mr. Bejarano lived at the property with his then romantic partner, Ms. Wendy Parker.²⁶

¹⁸ See Testimony of Mr. Bejarano at 01:13:59.

¹⁹ *Id.* at 00:19:30 and 00:26:00

²⁰ *Id.* at 00:24:15, 00:26:00 and 1:11:10.

²¹ *Id.* at 01:06:26.

²² See PREPA Motion to Dismiss, Attachments 2 and 3.

²³ *Id.*, Attachment 1.

²⁴ See Testimony of Mr. Bejarano at 00:24:15.

²⁵ See PREPA Motion to Dismiss, Attachment 5.

²⁶ See Testimony of Mr. Bejarano at 01:59:35.

17. On December 30, 2015, Ms. Parker opened an account with PREPA in her name for electric power service at the Cacique Street property.²⁷
18. Mr. Bejarano was an authorized user on the account.²⁸
19. Ms. Wendy Parker opened the account in her name with the purpose of ensuring service would be provided to the Cacique Street property, given the outstanding balances on Mr. Bejarano's account.²⁹
20. PREPA transferred Mr. Bejarano's outstanding balance to Ms. Parker's account and such amount first appeared as a "previous balance" ("Balance Previo") in Ms. Parker's January 16, 2016 bill. The "previous balance" amount was in the amount of \$2,363.12.³⁰
21. The amount identified as "previous balance" corresponds to the total amount allegedly owed by Mr. Bejarano, plus interests, minus the "settlement" payment previously made by Mr. Bejarano.³¹
22. Mr. Bejarano did not seek the remedies provided by Act 33 to dispute the bill.³²
23. Mr. Bejarano sought assistance from the Ombudsman's office on February 2, 2016. The Ombudsman's office initiated an investigation procedure with PREPA in order to inquire about Mr. Bejarano's situation.³³
24. The Ombudsman's office closed the investigation on February 9, 2016.³⁴
25. On March 10, 2016, Mr. Bejarano met with Ms. María de Lourdes Hernández Burgos to discuss his claim.³⁵

²⁷ See Petition for Bill Review, Attachment 1.

²⁸ See Testimony of Mr. Bejarano at 00:30:08.

²⁹ *Id.* at 00:30:17.

³⁰ *Id.*, Attachment 2.

³¹ See Finding of Fact #6. See, also, Testimony of Mr. Bejarano at 01:13:59.

³² See Testimony of Mr. Bejarano at 00:54:45.

³³ See PREPA Motion to Dismiss, Attachment 4.

³⁴ *Id.*, Attachment 8.

³⁵ See Petition for Bill Review, Attachment 1.

26. On May 5, 2016, Ms. María de Lourdes Hernández Burgos sent a letter to Mr. Bejarano notifying him that “the person who allegedly consumed the service, currently does not have an open account with PREPA” and, therefore, “the outstanding balance cannot be transferred to that person.” Ms. Hernández Burgos further concluded that, pursuant to Section XII, Article A of Regulation 7982, Mr. Bejarano is responsible for the outstanding balance on his account and the balance was correctly transferred to Ms. Parker’s account. Finally, Ms. Hernandez Burgos offered a payment plan to Mr. Bejarano.³⁶
27. On July 4, 2016, Mr. Bejarano met with Carmen Flores Torres, Director of Customer Service at PREPA.³⁷
28. On July 24, 2016, Ms. Flores sent a letter to Mr. Bejarano concluding that the transfer of the outstanding balance to Ms. Parker’s account was lawful.³⁸
29. On October 24, 2016, Mr. Bejarano was informed by students at the University of Puerto Rico Legal Aid Clinic that he should follow the provisions of Act 33.³⁹
30. On November 2, 2016, Mr. Bejarano received a bill from PREPA (addressed to Ms. Parker) dated October 28, 2016 which showed a previous balance of \$2,488.81 and past due charges of \$17.59.⁴⁰
31. On that same day, Mr. Bejarano requested via internet a review of the October 28, 2016 bill. Specifically, Mr. Bejarano stated:

[P]lease investigate the \$17.59 “Cargo por Atraso” on the invoice dated October 28, 2016. [I]nterest shouldn’t be charged for an amount in dispute. [I]’ve disputed the entire “\$2,363.12” that was put on this account as a “Balance Previo” on the January 16, 2016 bill and that dispute is still pending. [T]here is an open case with the Ombudsman Office.⁴¹

³⁶ See PREPA Motion to Dismiss, Attachment 12.

³⁷ See Petition for Bill Review, Attachment 1.

³⁸ See PREPA Motion to Dismiss, Attachment 12.

³⁹ See Petition for Bill Review, Attachment 1. *See, also*, Testimony of Mr. Bejarano at 00:54:45.

⁴⁰ See PREPA Motion to Dismiss, Attachment 3.

⁴¹ See Petition for Bill Review, Attachment 2. *See, also*, PREPA Hearing Exhibit 1.

32. On November 21, 2016, Mr. Bejarano received an email from “gop”, a customer service representative from PREPA, stating that, “[t]o claim the charges “\$2,363.12” it is required you do it personally in the Commercial Office in San Juan” and that [the personnel at the Commercial Office] would also verify the late payment charges.”⁴²

33. On December 16, 2016, Mr. Bejarano responded, via email to servicios@aepr.com, that it was not “convenient for him to go to the Commercial Office and requested the initiation of the investigation of the \$17.56 charge pursuant to Act 33.”⁴³

34. On December 20, 2016, “avl”, a customer service representative from PREPA, emailed Mr. Bejarano stating the following:

We regret to inform you that the charges (sic) of \$17.59 cannot be disputed, the charge you wish to dispute have expired[,] the date to be disputed (sic) was before November 20, 2016.”⁴⁴

35. On January 5, 2016, Mr. Bejarano sent an email to servicios@aepr.com indicating that he filed his dispute on November 2, 2016 and requested the issue to be “escalated to [PREPA’s] legal department.”⁴⁵

36. On January 6, 2017, “avl” sent an email to Mr. Bejarano stating that:

We regret to inform you that the late payment charges (sic) of \$17.59 cannot be disputed, our clients may only dispute current monthly charges.”⁴⁶

37. Later that same day, Mr. Bejarano responded via email by stating that he interpreted the prior email sent by PREPA’s representative as an “adverse finding on [Mr. Bejarano’s] Act 33 objection” and requested his case be reviewed by PREPA’s Executive Director, citing Article 3, Section 3(C) of Act 33.⁴⁷

⁴² See Petition for Bill Review, Attachment 2.

⁴³ *Id.*

⁴⁴ *Id.*

⁴⁵ *Id.*

⁴⁶ *Id.*

⁴⁷ *Id.*

38. Mr. Bejarano and PREPA's customer service representatives continued to exchange emails whereby Mr. Bejarano repeated his request for the issue to be "escalated to the legal department", while PREPA's representatives once again stated that only current charges could be disputed.⁴⁸
39. None of the communications sent by PREPA to Mr. Bejarano with regards to his objection of the October 28, 2016 bill advised Mr. Bejarano of the remedies available to him under Act 33 and Regulation 7982 should he not be satisfied with PREPA's determination.⁴⁹
40. PREPA's witness, Ms. Fuentes Amador, testified that customers could file a valid Act 33 objection via the contact form in PREPA's website.⁵⁰
41. PREPA witness, Ms. Fuentes Amador, testified that Mr. Bejarano's used the correct procedure to file his November 2, 2016 objection and that such objection was validly filed.⁵¹
42. PREPA witness, Ms. Fuentes Amador, testified that, regardless of the method of filing (in person, via mail or through the internet) PREPA customer service representatives routinely evaluate each objection to determine whether accept or reject them.⁵²
43. Such evaluation includes whether the charges being objected are "current" or "outstanding" and its purpose is to act as a filter.⁵³
44. These representatives are authorized by PREPA to reject objections which they deem invalid.⁵⁴
45. PREPA's witness, Ms. Fuentes Amador, testified that a past due charge ("Cargo por Atraso") included on a bill is a "current charge" for purposes of determining whether it may be subject to an Act 33 objection.⁵⁵

⁴⁸ *Id.*

⁴⁹ *Id.* See, also, PREPA Hearing Exhibit 1.

⁵⁰ See Ms. Fuentes's Testimony at 02:00:00.

⁵¹ *Id.* at 02:01:10.

⁵² *Id.* at 02:11:29.

⁵³ *Id.*

⁵⁴ *Id.* at 02:12:40.

46. PREPA's witness, Ms. Fuentes Amador, testified that PREPA should have accepted and addressed Mr. Bejarano's November 2, 2016 objection.⁵⁶

IV. Conclusions of Law

1. As Mr. Bejarano filed his objection before Regulation 8863 entered into effect, the applicable legal provisions are those of Act 33 and Regulation 7982.

2. Section 3, subsection (a), of Act 33 states as follows:

After an invoice for the payment of rates, duties, leases and other charges billed for essential services, the subscriber shall have twenty (20) days to pay or raise objections and to request an investigation thereof before the designated official in the local office from which he/she receives the service, who shall be empowered to correct mistakes or overcharges. The objection and the request for an investigation may be made by mail, telephone, and fax or through the Internet, provided the same is submitted to the addresses and/or specific numbers supplied by the Electric Power Authority [...] for these purposes.⁵⁷

3. Section XIII, Article A of Regulation 7982 states as follows:

Request for Investigation or Objection of Bill

Customers can object and request an investigation of any charge reflected for the first time on their bill no later than the due date indicated on said bill, which must be at least twenty (20) days after the date the bill was sent. The objection or request for investigation can be filed at any commercial or local office of the Authority, by phone at the Customer Service Center, or by mail, fax, or Internet to the address or telephone numbers provided by the Authority for this purpose. When the request is made in person or over the phone, customers must ask for the claim number as evidence. If the investigation of a charge is requested in time, the service cannot be suspended due to non-payment while the following administrative process for an objection is in

⁵⁵ *Id.* at 02:25:53.

⁵⁶ *Id.* at 02:37:50.

⁵⁷ 27 L.P.R.A. §262b

progress. The objected amount is not deemed to be a debt until a final decision has been made pursuant to the provisions established in this section.⁵⁸

4. Under Act 33 and Regulation 7982, PREPA is required to allow customers to file billing objections via the internet.
5. Neither Act 33 nor Regulation 7982 grant PREPA the discretion to unilaterally refuse to accept an objection and conduct an investigation.
6. Any objection filed prior to Regulation 8863 entering into effect must be addressed by PREPA in accordance with the provisions of Act 33 and Regulation 7982.
7. Any determination made by PREPA with regards to an objection filed pursuant to Act 33 and Regulation 7982, including whether the objection was filed on time or whether the charges being objected are "current" or "outstanding", must be made and notified pursuant to the procedure set forth in Section 3 of Act 33 and Article XIII of Regulation 7982.
8. Any determination made by PREPA commercial office with regards to an objection filed pursuant to Act 33 and Regulation 7982, including whether the objection was filed on time or whether the charges being objected are "current" or "outstanding", must be made in writing and must include a notice to the customer regarding their right under Act 33 and Regulation 7982 to seek review before the corresponding regional office, and the corresponding term to do so.
9. If a customer seeks review under Act 33 and Regulation 7982 before the regional office, the determination made by the regional office must be made in writing and must include a notice to the customer regarding their right to seek review before PREPA's Executive Director, or his/her authorized representative, and the corresponding term to do so.
10. If a customer seeks review under Act 33 and Regulation 7982 before the Executive Director (or his/her authorized representative), PREPA must notify its decision in writing and must include a notice to the customers regarding their right to request to appointment of an Examining Officer.
11. A past due charge ("Cargo por Atraso") is a current charge which could be objected through Act 33 and Regulation 7982.

⁵⁸ Section XIII, Article A, Regulation 7982, as amended.

12. Mr. Bejarano filed his objection to the October 28, 2016 bill on November 2, 2016, within the 20-day period provided by Act 33 and Regulation 7982. Mr. Bejarano's objection was correctly filed.

13. In refusing to accept and initiate the bill objection to proceed, PREPA's customer service representatives deprived Mr. Bejarano of his rights under Act 33 and Regulation 7982.

V. Recommendations

In light of the Findings of Fact and Conclusions of Law provided, we recommend that the Commission issue a Resolution and Order in which it determines and orders the following:

- a. PREPA acted against the provisions of Act 33 and Regulation 7982 by refusing to initiate an investigation with regard to Mr. Bejarano's November 2, 2016 online objection to the October 28, 2016 bill.
- b. PREPA erred in determining that Mr. Bejarano's November 2, 2016 objection was not a valid bill objection under Act 33 and Regulation 7982.
- c. PREPA erred in determining that Mr. Bejarano's November 2, 2016 objection referred to "outstanding" charges.
- d. PREPA erred in refusing to accept and process Mr. Bejarano's November 2, 2016 objection.
- e. PREPA shall open an investigation and respond to Mr. Bejarano's November 2, 2016 objection.

VI. Applicable Regulation

In recommending the Commission determine that PREPA unlawfully rejected Mr. Bejarano's November 2, 2016 objection and order PREPA to accept and review Mr. Bejarano's objection, a question arises as to which legal framework should apply when PREPA reviews Mr. Bejarano's objection.

As previously stated, Mr. Bejarano's objection was filed prior to Article 6.27 of Act 57-2014 and Regulation 8863 entering into effect, therefore, had PREPA addressed his objection, it would have done so pursuant to the procedures set forth in Section 3 of Act 33 and Article XIII of Regulation 7982. However, the bill review procedure currently in effect is governed by Article 6.27 of Act 57-2014 and Regulation 8863, which entered into effect on December 31, 2016, that is, after Mr. Bejarano first filed his objection, but prior to PREPA addressing it, should the Commission order it to do so.

As such, the Commission must determine whether PREPA shall address Mr. Bejarano's November 2, 2016 objection pursuant to the procedure in place when the objection was filed (Act 33-Regulation 7982), or whether it should follow the procedure currently in effect (Article 6.27-Regulation 8863).

It is my opinion that requiring PREPA to conduct its review of Mr. Bejarano's November 2, 2016 objection pursuant to the provision of Article 6.27 of Act 57-2014 and Regulation 8863 will ensure a timely and orderly resolution to the filed objection, granting Mr. Bejarano the benefit of a procedurally less complex process. Simultaneously, requiring PREPA to follow the procedures set forth in Article 6.27 of Act 57-2014 and Regulation 8863 would minimize the risk of further procedural mishaps, since PREPA would not be required to apply to this particular case a procedure which is no longer in effect and which deviates from the procedures it has been required to follow since the beginning of the year.

Given PREPA never accepted Mr. Bejarano's objection and, therefore, never initiated a bill review procedure, applying the provisions of Article 6.27 of Act 57-2014 and Regulation 8863 to Mr. Bejarano's objection would not constitute a retroactive application of Article 6.27 of Act 57-2014 and Regulation 8863 forbidden by our constitutional framework. The applicability of the aforementioned legal provisions does not alter or affect PREPA's ability to review and issue a final determination regarding the merits of Mr. Bejarano's objection, when compared to the previous procedure, when compared to PREPA's authority under the previous procedure. Equally important, the procedure set forth in Article 6.27 of Act 57-2014 and Regulation 8863 does not grant Mr. Bejarano additional substantive rights which were not available to him when he originally filed his objection. In determining to apply the aforementioned legal provisions, the Commission would not be determining that the aforementioned provisions were applicable to Mr. Bejarano's November 2, 2016 objection. Rather, the Commission would be determining that, going forward, PREPA will address Mr. Bejarano's objection pursuant to such legal provisions, therefore, any prior action by PREPA which would be contrary to the procedure set forth in Article 6.27 of Act 57-2014 and Regulation 8863 would not have an effect on the merits and the evaluation PREPA is required to conduct, as provided herein.

In light of the aforementioned, we recommend the Commission order PREPA to review Mr. Bejarano's objection pursuant to the procedure set forth in Article 6.27 of Act 57-2014 and Regulation 8863.

Finally, both Article 6.27 of Act 57-2014 and Regulation 8863 provide strict time periods within which each Party (Mr. Bejarano and PREPA) must act in order to preserve their respective rights and responsibilities. Therefore, in order to reduce any uncertainty with regards to the date on which such time periods shall begin, and to ensure consistency with the aforementioned recommendation, we recommend for the Commission to establish that, for purposes of PREPA's review of Mr. Bejarano's objection, the date on which the objection shall be deemed to have been filed shall be the date on which the Commission's resolution on this matter is deemed to be firm and final. That is, the filing date of Mr. Bejarano's objection shall be thirty (30) days from the date of notification of the Commission's Resolution and Order, unless either Party seeks reconsideration or judicial

review, in which case, the filing date shall be the date on which any resolution addressing a motion for reconsideration issued by the Commission becomes final or, if judicial review is sought, the date on which a judgment entered by a competent court becomes firm and final.

Respectfully submitted.

In San Juan, Puerto Rico, July 28, 2017

/s/Alejandro J. Figueroa Ramírez
Examining Officer