

**GOVERNMENT OF PUERTO RICO  
PUBLIC SERVICE REGULATORY BOARD  
PUERTO RICO ENERGY BUREAU**

**IN RE:** PUERTO RICO ELECTRIC POWER  
AUTHORITY RATE REVIEW

**CASE NO.:** NEPR-AP-2023-0003

**SUBJECT:** Determination on PREPA's  
Motion to Disqualify Counsel.

**RESOLUTION AND ORDER**

**I. Background**

On September 10, 2025, the Puerto Rico Electric Power Authority ("PREPA") filed a *Motion to Disqualify Counsel* ("Motion") seeking to disqualify Attorneys Maraliz Vázquez-Marrero and Giuliano Vilanova-Feliberti (collectively, "Genera's Counsel") from representing Genera PR LLC ("Genera") in this rate review proceeding. PREPA grounds its Motion in Canon 21 of the Canons of Professional Ethics, alleging that Genera's Counsel, who previously represented PREPA in numerous matters, are now engaged in successive adverse representation. PREPA specifically alleges that Counsel's prior representations are substantially related to the current rate proceeding and that Genera's interests are materially adverse to those of PREPA. PREPA also alleges that the named counsel has, because of their prior representation of PREPA, confidential information they could use improperly in this rate review proceeding.

On September 12, 2025, Genera's Counsel filed their *Opposition to PREPA's Motion to Disqualify Counsels* ("Opposition"). In their Opposition, Genera's Counsel argues that their actions are not adverse to PREPA but are aligned with PREPA's interests, as those interests are relevant to this rate proceeding. They assert that, as counsel for Genera, PREPA's contractually designated agent for the operation and maintenance of its legacy generation assets, they are fulfilling a fiduciary duty to the PREPA corporate entity by seeking to identify a potential \$683 million reserve fund that could benefit the electrical system and reduce the ratepayer burden. They further contend that their duty of loyalty is to the PREPA corporation, not its individual employees, and that their inquiry serves the corporation's best interests.

On September 16, 2025, PREPA filed its *Reply to Genera's Counsels "Opposition to Motion to Disqualify Counsel"* ("Reply"). In its Reply, PREPA rejects the assertion of a continuing attorney-client relationship, citing provisions of the governing Operation and Maintenance Agreement that explicitly state Genera is not required to act as legal counsel for PREPA. PREPA reiterates that the conflict materialized not from the inquiry itself, but from the public accusations of willful misconduct and dishonesty, which are inherently adversarial.<sup>1</sup>

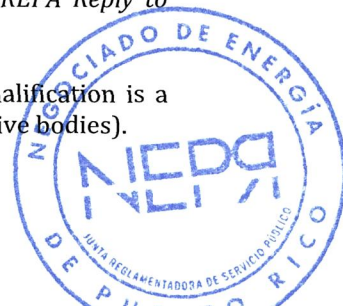
For the reasons set forth below, the Energy Bureau of the Puerto Rico Public Service Regulatory Board ("Energy Bureau") **DENIES** PREPA's Motion.

**II. Discussion**

Attorney disqualification serves as a preventive remedy, not a punitive one, intended to safeguard the integrity of the proceedings and ensure a fair and impartial trial for all parties.<sup>2</sup> While this Energy Bureau has the inherent authority to supervise the conduct of attorneys

<sup>1</sup> In re: Puerto Rico Electric Power Authority Rate Review, Case No.: NEPR-AP-2023-0003, PREPA Reply to Opposition to Motion to Disqualify Counsel, filed by PREPA on September 16, 2025.

<sup>2</sup> See *K-Mart Corp. v. Walgreens of P.R., Inc.*, 121 D.P.R. 633, 637 (1988) (holding that disqualification is a preventive, not disciplinary, measure within the inherent power of trial courts and administrative bodies).





who appear before it, the Energy Bureau should grant disqualification only when “strictly necessary”<sup>3</sup>

The ethical standard governing conflicts of interest is Canon 21 of the Canons of Professional Ethics, it imposes a duty of “complete loyalty” upon an attorney to their client.<sup>4</sup> The doctrine of successive adverse representation, derived from Canon 21, prohibits an attorney from representing a client in matters that are adverse to a former client where the current and former matters are substantially related. To warrant disqualification under this doctrine, the moving party must establish three elements: (1) the existence of a prior attorney-client relationship; (2) a “substantial relationship” between the subject matter of the former and current representations; and (3) that the interests of the current client are materially adverse to those of the former client.<sup>5</sup>

PREPA does not meet the third and most dispositive element of this test: material adversity. In the unique public-private partnership that governs Puerto Rico's electric system, the parties' interests in this proceeding are aligned, not adverse. The motion is denied primarily on this basis. The Energy Bureau also finds that PREPA has failed to establish a substantial relationship between the prior and current representations, providing an independent and alternative ground for denial. Finally, balancing the equities weighs decisively against the drastic remedy of disqualification.

#### A. The Parties' Interests

PREPA's and Genera's interests in this rate proceeding are not materially adverse. PREPA argues that adversity is self-evident from the aggressive tenor of Genera's discovery efforts and its public questioning of PREPA's veracity. However, this argument misconstrues the nature of adversity in the unique public-private partnership that governs Puerto Rico's electric system. This Energy Bureau must look beyond the contentious tone of a particular filing to the substantive alignment of the parties' legal interests.

In a prior order in this case, the Hearing Examiner correctly established that for this rate proceeding, as a matter of statute and contract, PREPA and its private operators “are not adversaries” and that their “legal interests are aligned”.<sup>6</sup> A disagreement between a principal and its agent over the best method to achieve a shared objective—, establishing a just and reasonable rate based on a complete and accurate financial picture—does not, without more, transform an aligned relationship into a legally adverse one.

The parties are bound by contractual and statutory duties of cooperation which reinforce our conclusion. Genera, as the operator of PREPA's legacy generation fleet, has an affirmative obligation to ensure that all financial information relevant to the rate-setting process is brought before the Energy Bureau. The Energy Bureau interprets Genera's inquiry, into the \$683 million reserve fund, as fulfilling its duty of diligence, rather than as evidence of adversity as PREPA characterizes it. Such actions, when undertaken to ensure a complete and accurate record further the public-private partnership's objectives. The Energy Bureau cannot deem such actions 'adverse' in the sense contemplated by Canon 21.

#### B. Establishing a “Substantial Relationship”

The parties do not dispute that Attorneys Vázquez-Marrero and Vilanova-Feliberti previously represented PREPA in numerous matters before this Energy Bureau, satisfying the first element of the test. However, PREPA's motion falters on the second element, as it fails to demonstrate a substantial relationship between the subject matter of those prior representations and the specific dispute in the current rate proceeding. In this case, PREPA

<sup>3</sup> *Job Connection Center v. Sups. Econo.*, 185 D.P.R. \_\_\_\_ (2012), 2012 TSPR 85.

<sup>4</sup> Canon 21 of the Canons of Professional Ethics, 4 L.P.R.A. App. IX.

<sup>5</sup> *In re Carreras Rovira y Suárez Zayas*, 115 D.P.R. 778, 790 (1984).

<sup>6</sup> *Hearing Examiner's Order Clarifying PREPA's Role in the Rate Case Evidentiary Hearing*, NEPR-AP-2023-0003, at p. 1 (July 21, 2025).





did not meet its burden of specifically identifying the nature of the prior representation, the issues involved or demonstrating that such issues are substantially related to the representation undertaken by Genera's counsel.

The Energy Bureau notes that PREPA and Genera have focused extensively on how Genera's request for information offended PREPA, with both parties framing this as a discovery dispute and Genera arguing that PREPA evaded its response obligations. While this dispute over evasion may have led to contentiousness between the parties, such considerations are not the relevant standard in cases of this nature. The proper analysis requires examining the nature of the prior representations, the nature of the current representation, and determining whether a substantial relationship exists between the two. For example, although PREPA recounts several matters in which Genera's attorneys were involved, PREPA would need to describe each case, the attorney's role, and the nature of the matter, and only then compare that information with the current case to determine whether a substantial relationship exists and whether the other elements of the test are satisfied.

### C. The Balancing of Equities Weighs Against Disqualification

Even if PREPA had demonstrated a possible a technical conflict, the drastic remedy of disqualification would not be appropriate under the mandatory balancing test established by the Supreme Court of Puerto Rico.<sup>7</sup> This test requires the Energy Bureau to weigh several factors, including the seriousness of the violation, the stage of the proceedings, and the prejudice to the parties. Here, any alleged violation is of low severity, as PREPA has failed to establish the core elements of a substantial relationship or material adversity.

PREPA filed the motion at a late stage, just two months before the evidentiary hearing, and granting it would cause significant delay and substantial prejudice to Genera by depriving it of its chosen attorneys, who possess expertise in this complex matter. The balance of these factors weighs decisively against disqualification.

PREPA's reliance on the "appearance of impropriety," is also unavailing. As this Energy Bureau finds no violation of Canon 21, the argument of appearance of impropriety cannot stand on its own. While the dispute between the parties has been contentious, it does not rise to the level of an ethical breach warranting the removal of counsel.

PREPA's motions rightly called attention to the need to examine potential conflicts closely; attorneys' switching roles in related cases may threaten public trust. However, after full analysis, the unique facts here show those concerns, while understandable, do not warrant the extreme remedy of disqualification.

### III. Conclusion

For these reasons, the Energy Bureau **DETERMINES**:

1. The Puerto Rico Electric Power Authority's *Motion to Disqualify Counsel* is **DENIED**.
2. Attorneys Maraliz Vázquez-Marrero and Giuliano Vilanova-Feliberti may continue to serve as legal counsel for Genera PR, LLC in this proceeding.

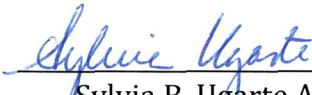
Be it notified and published.

Edison Avilés Deliz  
Chairman

Ferdinand A. Ramos Soegaard  
Associate Commissioner

<sup>7</sup> *Job Connection Center v. Sups. Econo*, 185 D.P.R. \_\_ (2012), 2012 TSPR 85.



  
Sylvia B. Ugarte Araujo  
Associate Commissioner

  
Antonio Torres Miranda  
Associate Commissioner


## CERTIFICATION

I certify that the majority of the members of the Puerto Rico Energy Bureau has so agreed on September 23 2025. Associate Commissioner Lillian Mateo Santos did not intervene. I also certify that on September 23, 2025 a copy of this Resolution and Order was notified by electronic mail to the following: mvalle@gmlex.net; arivera@gmlex.net; jmartinez@gmlex.net; jgonzalez@gmlex.net; nzayas@gmlex.net; Gerard.Gil@ankura.com; Jorge.SanMiguel@ankura.com; Lucas.Porter@ankura.com; mdiconza@omm.com; golivera@omm.com; pfriedman@omm.com; msyassin@omm.com; [katiuska.bolanos-lugo@us.dlapiper.com](mailto:katiuska.bolanos-lugo@us.dlapiper.com); Yahaira.delarosa@us.dlapiper.com; margarita.mercado@us.dlapiper.com; carolyn.clarkin@us.dlapiper.com; andrea.chambers@us.dlapiper.com; regulatory@genera-pr.com; legal@genera-pr.com; mvazquez@vvlawpr.com; gvilanova@vvlawpr.com; ratecase@genera-pr.com; jfr@sbgbllaw.com; hriviera@jrsp.pr.gov; gerardo\_cosme@solartekpr.net; contratistas@jrsp.pr.gov; victorluisgonzalez@yahoo.com; Cfl@mcvpr.com; nancy@emmanuelli.law; jrinconlopez@guidhouse.com; Josh.Llamas@fticonsulting.com; Anu.Sen@fticonsulting.com; Ellen.Smith@fticonsulting.com; Intisarul.Islam@weil.com; kara.smith@weil.com; rafael.ortiz.mendoza@gmail.com; rolando@emmanuelli.law; monica@emmanuelli.law; cristian@emmanuelli.law; lgnq2021@gmail.com; jan.albinolopez@us.dlapiper.com; Rachel.Albanese@us.dlapiper.com; varoon.sachdev@whitecase.com; javrua@sesapr.org; Brett.ingerman@us.dlapiper.com; brett.solberg@us.dlapiper.com; agraitfe@agraitlawpr.com; jpouroman@outlook.com; epo@amgprlaw.com; loliver@amgprlaw.com; acasellas@amgprlaw.com; matt.barr@weil.com; Robert.berezin@weil.com; Gabriel.morgan@weil.com; corey.brad@weil.com; lramos@ramoscruzlegal.com; tlauria@whitecase.com; gkurtz@whitecase.com; ccolumbres@whitecase.com; isaac.glassman@whitecase.com; tmacwright@whitecase.com; jcunningham@whitecase.com; mshepherd@whitecase.com; jgreen@whitecase.com; hburgos@cabprlaw.com; dperez@cabprlaw.com; howard.hawkins@cwt.com; mark.ellenberg@cwt.com; casey.servais@cwt.com; bill.natbony@cwt.com; zack.schrieber@cwt.com; thomas.curtin@cwt.com; escalera@reichardescalera.com; riverac@reichardescalera.com; susheelkirpalani@quinnemanuel.com; erickay@quinnemanuel.com; dmonserrate@msglawpr.com; fgierbolini@msglawpr.com; rschell@msglawpr.com; eric.brunstad@dechert.com; Stephen.zide@dechert.com; David.herman@dechert.com; Isaac.Stevens@dechert.com; James.Moser@dechert.com; Kayla.Yoon@dechert.com; Julia@londoneconomics.com; Brian@londoneconomics.com; luke@londoneconomics.com; juan@londoneconomics.com; mmcgill@gibsondunn.com; LShelfer@gibsondunn.com; jcasillas@cstlawpr.com; jnieves@cstlawpr.com; arrivera@nuenergypr.com; apc@mcvpr.com; ramonluisnieves@rlnlegal.com. I also certify that on August 23, 2025, I have proceeded with filling the Resolution and Order issued by the Puerto Rico Energy Bureau.





I sign this in San Juan, Puerto Rico, on September 23, 2025.

  
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Wanda I. Cordero Morales  
Interim Clerk

