

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

**NEPR**

**Received:**

**Sep 16, 2025**

**8:05 PM**

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

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

**PREPA'S REPLY TO GENERA'S COUNSELS "OPPOSITION TO  
MOTION TO DISQUALIFY COUNSEL"**

**TO THE HONORABLE ENERGY BUREAU,**

**COMES NOW**, the Puerto Rico Electric Power Authority ("PREPA"), through its undersigned legal counsel and, very respectfully, states and prays as follows:

1. On September 12, 2025, Genera PR, LLC's ("Genera") counsels, Maraliz Vázquez-Marrero, and Giuliano Vilanova-Feliberti, filed their *Opposition to PREPA's Motion to Disqualify Counsel* ("Opposition"). Their main arguments mischaracterize the grounds of PREPA's *Motion to Disqualify Counsel* ("Motion to Disqualify") and are legally unsupported. As such, they warrant a reply from PREPA.

2. In their *Opposition*, Ms. Vázquez-Marrero, and Mr. Vilanova-Feliberti contend that the *Motion to Disqualify* is grounded on "their past work for PREPA", and their decision both to file a *Motion to Compel* against PREPA and cross-examine PREPA's comptroller as a part of a discovery dispute in this case. Their assertion conveniently omits the most important part of PREPA's argument, which is their public claim against PREPA that its response to ROI GENERA-of-PREPA-FIN-1 was "**intentionally evasive**", further asserting that PREPA's response is "**difficult to believe.**" Through these statements, Ms. Vázquez-Marrero, and Mr. Vilanova-Feliberti accused PREPA of willful misconduct and challenged its credibility, honesty and integrity in

these public proceedings. These statements make disqualification not only proper, but inevitable.

3. It is important to note that, if Genera was unsatisfied with PREPA's response to ROI GENERA-of-PREPA-FIN-1, Ms. Vázquez-Marrero and/or Mr. Vilanova-Feliberti had other non-contentious mechanisms available to address their client's concern such as calling PREPA's counsels or sending an email further inquiring on the matter. Efforts of this type are customary and even encouraged in our jurisdiction as amicable and cost-effective vehicles to resolve discovery disputes without involving courts or administrative forums. Notwithstanding, Ms. Vázquez-Marrero and Mr. Vilanova-Feliberti chose not to pursue such avenues.

4. Instead, they pursued the adversarial course of filing a *Motion to Compel* against PREPA, publicly arguing against PREPA's credibility and submitting its Comptroller to adversarial cross-examination. In their filing, Ms. Vázquez-Marrero and Mr. Vilanova-Feliberti accused PREPA of willful misconduct and dishonesty, asserting that PREPA's response to ROI GENERA-of-PREPA-FIN-1 was "intentionally evasive" and "difficult to believe." The later statement was repeated at the September public hearing. These statements were not only unfounded but also attempted to directly challenge PREPA's integrity. By making such accusations, they breached their duty of "complete loyalty" to their former client, as required by Canon 21 of the Code of Professional Ethics, 4 L.P.R.A. App. IX; P.R. Fuels, Inc. v. Empire Gas Co., 133 D.P.R. 112 (1993); In re Belén Trujillo, 126 D.P.R. 743 [26 P.R. Offic. Trans. \_\_\_\_] (1990). Furthermore, Ms. Vázquez-Marrero's and Mr. Vilanova-Feliberti's challenge to PREPA's honesty and credibility, is an inherently adversarial tactic reserved for cross-examining an

opposing party.

5. Ms. Vázquez-Marrero, and Mr. Vilanova-Feliberti next contend that “[t]he undersigned [sic], represent the interests of the corporate entity, PREPA, as they have been delegated to Genera” adding that “there is a continuation of an attorney-client relationship.” See *Opposition*, p. 17, ¶¶ 47-48. This theory is wholly unsupported.

6. Ms. Vázquez-Marrero and Mr. Vilanova-Feliberti cite no authority supporting their contention of “a continuation of an attorney-client relationship” with PREPA through their representation of Genera in this proceeding, and the text of the *Puerto Rico Thermal Generation Facilities Operation and Maintenance Agreement* (“GOMA”), executed between PREPA and Genera, contradicts their contention.

7. Specifically, Section 21.5 of the GOMA, which defines the relationship of the parties to the agreement, provides *inter alia* that “**No provision in this Agreement shall result in Operator or any of its ... agents or Representatives being considered an employee, contractor or Representative of Owner.**”

8. Further, Annex IX (Scope of Services), Section I.H. (Legal Services) of the GOMA provides that in performing its services under the agreement, “**nothing shall require, or shall be construed as requiring, Operator [Genera] to act as legal counsel to, or to provide legal advice or representation to, Owner [PREPA].**”

9. It is clear that the alleged “continuation of an attorney-client relationship” between PREPA and Ms. Vázquez-Marrero and Mr. Vilanova-Feliberti does not arise under the GOMA, and Ms. Vázquez-Marrero and Mr. Vilanova-Feliberti have failed to cite any authority or separate agreement between PREPA and them

supporting their contention. Moreover, PREPA categorically rejects having any current attorney-client relationship with Ms. Vázquez-Marrero and Mr. Vilanova-Feliberti, and the procedural facts in the case show that they have acted with the sole goal of protecting their current client, Genera, **not PREPA**.

10. Particularly, during the July 16, 2025, meet and confer held in a good faith attempt to resolve **Genera's objections to PREPA's** ROI #PREPA-of-GENERA-PROV-9, Ms. Vázquez-Marrero and Mr. Vilanova-Feliberti appeared on behalf of Genera, raised multiple arguments and opposed PREPA's request for information with the sole goal of protecting Genera from having to disclose the requested information to PREPA. The foregoing, coupled with the *Motion to Compel*, cross-examination and their accusations against PREPA of willful misconduct, demonstrate that Genera's interests in this proceeding have become adverse to those of PREPA, rendering the ethical conflict of Ms. Vázquez-Marrero and Mr. Vilanova-Feliberti both evident and unavoidable.

11. Ms. Vázquez-Marrero and Mr. Vilanova-Feliberti next contend that Genera's inquiry onto the potential existence of "\$683M in funds that could be used to pay for some of the costs requested as part of the rate case is of material importance to PREPA" adding that said inquiry "cannot in any objective way imply a conflict of interests." This argument misconstrues PREPA's *Motion to Disqualify*. See *Opposition*, p. 18, ¶ 51.

12. The conflict of interest between Ms. Vázquez-Marrero, Mr. Vilanova-Feliberti and PREPA did not arise out of their inquiry about the existence and potential uses of the Energy Sector Reserve Account. Said inquiry was legitimate and relevant.

That is why PREPA responded to it without raising any objections and further committed to producing all formal, non-privileged information it receives regarding the account.

13. On the contrary, the conflict arose when Ms. Vázquez-Marrero and Mr. Vilanova-Feliberti, through their current client Genera, filed a *Motion to Compel* against PREPA where they asserted the previously mentioned accusations. Implicit in these statements was an allegation by Genera and PREPA's former counsels that PREPA was intentionally hiding relevant information about available funding which is material to the rate case. The conflict of interest materialized when Ms. Vázquez-Marrero and Mr. Vilanova-Feliberti resorted to these unfounded accusations, which PREPA categorically and unequivocally rejects, and which are adversarial in nature.

14. Ms. Vázquez-Marrero and Mr. Vilanova-Feliberti next argue that "PREPA did not make any attempt to discuss what is the causal relationship between any alleged confidential information it may have made the undersigned privy of and the potential effect of that information on the current proceeding." See *Opposition*, p. 17, ¶ 49. This argument fails as a matter of law.

15. Under the applicable rule of law, "[t]here is an **unrebuttable presumption** that a lawyer will use the confidential information obtained from a client, **when subsequently assuming a position contrary to the latter's interests**. At any rate, the appearance of impropriety will be used to solve any doubts on a possible conflict of interest in favor of disqualification." In re Carreras Rovira y Suarez Zayas, 115 D.P.R. 778, 15 P.R. Offic. Trans. 1027, 1045–46 (1984) (emphasis added).

16. Ms. Vázquez-Marrero and Mr. Vilanova-Feliberti: (1) active

argumentation and opposition to various requests from PREPA's ROI #PREPA-of-GENERA-PROV-9 during the July 16<sup>th</sup> meet and confer with the sole goal of preventing Genera from having to disclose the requested information to PREPA; (2) filing of the *Motion to Compel* without any prior effort to obtain the information in an amicable manner and the unfounded imputations made therein against PREPA of willful misconduct and dishonesty; and (3) their cross-examination of PREPA's Comptroller and repetition of their assertion that PREPA's response about the Energy Sector Reserve was "difficult to believe" during the public hearing, establish that Ms. Vázquez-Marrero and Mr. Vilanova-Feliberti have now assumed a position contrary to PREPA's interests. As such, "[t]here is an un rebuttable presumption that [they] will use the confidential information obtained from [PREPA]" against it. In re Carreras Rovira y Suarez Zayas, 115 D.P.R. 778, 15 P.R. Offic. Trans. 1027, 1045–46 (1984) (emphasis added).

17. PREPA's former attorneys now appear for Genera, deploying antagonistic and adverse tactics against the very client they once represented. In so doing, they not only violate their duty of loyalty but also irreparably harm PREPA's paramount interest in safeguarding its reputation, integrity, and credibility in this and all proceedings.

18. Allowing such representation would jeopardize the integrity of this proceeding, create an intolerable appearance of impropriety, and erode public trust in the impartiality of the Energy Bureau's adjudication. More broadly, it would strike at the very heart of confidence in the legal profession, as the public rightly expects attorneys to honor their duty of loyalty and confidentiality even after

representation ends.

19. PREPA reiterates that permitting attorneys to pivot from defending a client to attacking it in the same regulatory forum—or any other—would foster distrust in the profession, weaken the foundational principle that clients may confide candidly with counsel, and ultimately erode the rule of law.

20. Finally, PREPA is not seeking to “punish” its former attorneys, as the *Opposition* incorrectly asserts. See *Opposition*, p. 19, ¶53. PREPA moves for disqualification following a deliberate and careful assessment of the applicable law and ethical standards, and in recognition of the profound appearance of impropriety created by the acts of its former counsel. This course of action was not undertaken lightly, but only after concluding that their continued participation on behalf of Genera irreparably undermines PREPA's ability to protect its integrity, credibility, and reputation before the Energy Bureau and the public.

**WHEREFORE**, PREPA respectfully requests that the Energy Bureau take **NOTICE** of the foregoing and **DISQUALIFY** Maraliz Vázquez-Marrero and Giuliano Vilanova-Feliberti as counsels of Genera PR, LLC.

**RESPECTFULLY SUBMITTED.**

In San Juan, Puerto Rico this 16<sup>th</sup> day of September 2025.

**CERTIFICATE OF SERVICE:** We hereby certify that this document was filed with the Office of the Clerk of the Energy Bureau using its Electronic Filing System at <https://radicacion.energia.pr.gov/login>, and notified via e-mail to the Hearing Examiner, Scott Hempling, [shempling@scotthemplinglaw.com](mailto:shempling@scotthemplinglaw.com); and to the attorneys of the parties of record, attorneys of the intervenors of record, and other: LUMA Energy, LLC and LUMA Energy ServCo, LLC; Margarita Mercado [margarita.mercado@us.dlapiper.com](mailto:margarita.mercado@us.dlapiper.com); Jan Albino, [Jan.AlbinoLopez@us.dlapiper.com](mailto:Jan.AlbinoLopez@us.dlapiper.com); Andrea Chambers, [andrea.chambers@us.dlapiper.com](mailto:andrea.chambers@us.dlapiper.com); Carolyn Clarkin, [carolyn.clarkin@us.dlapiper.com](mailto:carolyn.clarkin@us.dlapiper.com); Katiushka Bolanos, [katiushka.bolanos@us.dlapiper.com](mailto:katiushka.bolanos@us.dlapiper.com)

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