

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

**NEPR**

**Received:**

**Feb 21, 2026**

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

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

**SUBJECT:** Motion for Reconsideration  
and in Compliance with Resolution  
and Order of February 9, 2026

**MOTION FOR RECONSIDERATION AND  
IN COMPLIANCE WITH RESOLUTION AND ORDER OF FEBRUARY 9, 2026**

**TO THE HONORABLE ENERGY BUREAU:**

**COMES NOW**, the Puerto Rico Electric Power Authority (“PREPA”), by and through its undersigned counsel, and respectfully moves this Honorable Energy Bureau, pursuant to Section 3.15 of Act 38-2017, known as the Uniform Administrative Procedure Act of the Government of Puerto Rico, and Regulation No. 8543, for reconsideration of the *Resolution and Order* issued on February 18, 2026 (the “Resolution”), which imposes a \$25,000 administrative fine upon PREPA and deems any submission related to PREPA’s February 9 Motion as not filed.

In support thereof, PREPA respectfully states and prays as follows:

**I. INTRODUCTION**

1.1. On February 9, 2026, PREPA filed its *Motion for Extension of Time to File Reply on Revenue Requirement and Rate Design Briefs* (the “February 9 Motion”), informing the Energy Bureau that, following the conclusion of the evidentiary hearings, PREPA had identified certain threshold legal concerns regarding

aspects of the proceeding and the reasoning reflected in specific determinations issued during the course of this case.

1.2. PREPA further advised that these concerns arise at a threshold level and may bear directly upon continued merits briefing on revenue requirement and rate design. In light of those circumstances, PREPA notified the Energy Bureau of its intention to file a separate brief articulating these legal concerns (the “Concerns Brief”) and requested a short extension to allow the Bureau to evaluate such issues before proceeding further on the merits.

1.3. On February 9, 2026, the Energy Bureau granted an abbreviated extension, ordering PREPA to file its Concerns Brief by February 11, 2026 at 4:00 p.m.

1.4. At the outset, PREPA acknowledges that it did not file the Concerns Brief within that timeframe. PREPA respectfully accepts responsibility for the procedural lapse. As will be further explained below, the failure was not the product of willful defiance, bad faith, or disregard for this Honorable Bureau. Rather, it arose from extraordinary institutional constraints and the need to ensure that the Concerns Brief reflected a fully vetted legal position in light of parallel proceedings pending before the Puerto Rico courts and the Title III Court.

1.5. At no point did PREPA refuse to comply, challenge the Bureau's authority, or attempt to obstruct the proceedings. The circumstances reflect timing constraints and institutional burdens, not defiance. Accordingly, and respectfully, it is submitted that reconsideration of the fine and the striking of

related submissions is warranted. The sanctions imposed are disproportionate under the circumstances, constitutionally excessive, and risks impairing PREPA's procedural participation rights in a Rate Case of profound institutional and public importance.

## II. APPLICABLE LEGAL STANDARD

2.1 Section 3.15 of Act 38-2017 authorizes this Honorable Bureau to reconsider its determinations where necessary to correct errors of fact or law, prevent manifest injustice, or ensure proper application of statutory and regulatory standards. When reviewing administrative sanctions, the inquiry focuses on whether the agency acted illegally, arbitrarily, in excess of statutory authority, or in the absence of substantial evidence justifying the measure imposed. Comisionado de Seguros v. Antilles Ins. Co., 145 D.P.R. 226 (1998).

2.2 The Court reaffirmed this doctrine in Comisionado de Seguros de P.R. v. Puerto Rican Insurance Agency, Inc., 2006 TSPR 133, emphasizing that administrative sanctions must not be imposed "in an illegal or arbitrary manner, in excess of what is permitted by law, or in the absence of substantial evidence that justifies the measure imposed." The Court further stressed that agencies may not act "movidas por el capricho o en abuso de su discreción." *Id.*

2.3 Federal jurisprudence is consistent. In Butz v. Glover Livestock Commission Co., 411 U.S. 182 (1973), the United States Supreme Court held that an agency's choice of sanction may not be overturned unless it is "unwarranted in law or without justification in fact." The reviewing inquiry is thus limited to

whether the agency made an allowable judgment grounded in the statutory framework and supported by the record.

2.4 Although agencies enjoy deference in selecting sanctions within their statutory authority, constitutional principles prohibit arbitrary governmental penalties. The Due Process Clause bars grossly excessive or arbitrary monetary punishments that amount to an arbitrary deprivation of property. See BMW of North America, Inc. v. Gore, 517 U.S. 559 (1996); State Farm Mut. Auto. Ins. Co. v. Campbell, 538 U.S. 408 (2003); Timbs v. Indiana, 139 S. Ct. 682 (2019). While this matter arises in the administrative context, those decisions articulate the broader structural limitation that governmental monetary sanctions may not be untethered from evidentiary justification. Where a sanction is imposed without articulated findings supported by substantial evidence in the record, it ceases to reflect an allowable exercise of discretion and instead becomes an arbitrary deprivation of property—constituting an abuse of discretion and an action “movida por el capricho” under Puerto Rico administrative law.

### **III. APPLYING THE LEGAL STANDARD TO THE FACTS**

3.1 Applying the foregoing standards, the sanctions imposed here constitute an abuse of discretion because they lack substantial evidentiary findings in the record and reflect an arbitrary escalation of enforcement authority. The Resolution characterizes PREPA's conduct as demonstrating “total disrespect,” yet the record reflects a transparently requested delay in a complex rate proceeding following an abbreviated extension period. The Resolution does

not articulate findings of willfulness, obstruction, fraud, repeated defiance, or prejudice to any party.

3.2 Under Antilles and Comisionado de Seguros, 2006 TSPR 133, the governing inquiry is whether the sanction is supported by substantial evidence and grounded in specific factual determinations. Here, the Resolution does not identify record evidence establishing that PREPA acted in bad faith, engaged in contumacious behavior, or deliberately disregarded this Honorable Bureau's authority. Furthermore, the Bureau imposed a substantial monetary penalty and struck PREPA's pleadings without even affording PREPA an opportunity to show cause or articulating aggravating findings warranting such escalation. In the absence of such findings, the sanction lacks the evidentiary predicate required under Puerto Rico administrative law.

3.3 Moreover, Butz instructs that an agency's sanction must represent an "allowable judgment" within the statutory scheme and be justified by fact. A monetary fine of \$25,000 coupled with the striking of pleadings constitutes a severe deprivation of property and procedural rights. Imposed without specific finding demonstrating aggravating misconduct, the sanction lacks the rational evidentiary nexus required to withstand review.

3.4 The arbitrariness is further amplified by the determination that any submission related to PREPA's February 9 Motion shall be deemed not filed. That measure is not merely ancillary to the monetary fine; it operates as a substantive deprivation of PREPA's right to participate in the adjudicatory process. The Reply

Brief was timely filed within the deadline established by the Bureau for merits briefing and was not itself untimely, defective, or non-compliant with any procedural order. Striking a compliant pleading as a collateral consequence of a separate procedural dispute constitutes an extraordinary sanction that extinguishes PREPA's ability to address core issues bearing directly upon rates, system liquidity, and pension obligations.

3.5 Under Antilles, administrative sanctions must be supported by substantial evidence and grounded in a rational connection between the conduct at issue and the penalty imposed. Here, the Resolution does not articulate how a delayed filing related to the Concerns Brief justifies nullifying an otherwise proper merits submission. Nor does it identify findings of willful obstruction, bad faith, or material prejudice that would warrant such a drastic remedy. The sanction is not narrowly tailored; less restrictive alternatives—such as permitting the Reply Brief to remain while addressing the procedural lapse separately—were readily available. The extinguishment of substantive participation rights in a rate proceeding of this magnitude, without articulated findings of aggravating misconduct, exceeds the bounds of permissible administrative discretion.

3.6 An agencies discretion to enforce procedural requirements must be based on the evidentiary record. The record here reflects a procedural delay of mere days under extraordinary institutional circumstances, not conduct indicative of systemic defiance. Without substantial evidentiary findings elevating

the conduct to a level warranting the extinguishment of substantive participation rights, the imposition of a \$25,000 fine and the striking of pleadings constitutes an abuse of discretion under the standards established in Antilles and Comisionado de Seguros.

3.7 For these reasons, the sanctions imposed lack substantial evidentiary justification, constitute an arbitrary administrative action, and warrant reconsideration. Accordingly, PREPA respectfully requests that the Resolution be reconsidered and vacated.

#### **IV. COMPLIANCE WITH THE FEBRUARY 9 ORDER**

Without waiving its request for reconsideration, PREPA herein submits its Concerns Brief in full.

##### **A. Relevant Background**

4.1 On December 11, 2025, the Puerto Rico Public-Private Partnerships Authority (“P3A”) and PREPA filed a Complaint with the Puerto Rico Court of First Instance, Case No. SJ2025CV11093, along with a Petition for Intra-Jurisdictional Certification before the Supreme Court of Puerto Rico, **Case No. CT-2025-0006** (hereinafter, the “First Complaint”). **See Exhibit A - Complaint, Case No. SJ2025CV11093.**

4.2 On December 16, 2025, the Governor of Puerto Rico and the Government of Puerto Rico likewise filed a separate Complaint with the Puerto Rico Court of First Instance, Case No. SJ2025CV11202, along with a Petition for Intra-Jurisdictional Certification before the Supreme Court of Puerto Rico, **Case**

**No. CT-2025-0007** (hereinafter, the “Second Complaint”). **See Exhibit B - Complaint, Case No. Case No. SJ2025CV11202.**

4.3 Through these filings, the P3A, PREPA and the Government of Puerto Rico seek declaratory and injunctive relief determining that the letter dated November 30, 2022 (“Extension Letter”), which sought to purportedly extend the term of the Supplemental Agreement entered among PREPA, P3A, and LUMA Energy, LLC and LUMA Energy ServCo, LLC (“LUMA”) is null and void, which would effectively nullify the operative T&D OMA.

4.4 On December 15 and 17, 2025, LUMA removed the First Complaint and the Second Complaint to the Title III case under PROMESA, where they are currently pending as Adversary Proceedings No. 25-00061 and 25-00062.

4.5 On January 12, 2026, the Government of Puerto Rico and the P3A moved to remand their respective complaints, and the controversy is currently *sub judice* before the Title III Court.

## **B. Arguments**

4.6 The First and Second Complaints place before the courts a threshold question that directly bears upon the institutional foundation of the present rate proceeding.

4.7 If the complaints are granted, the present Rate Case will have been developed, litigated, and adjudicated entirely based on LUMA’s operational model, financial data, projected budgets, and proposed expenditures. Should the courts determine that LUMA is no longer PREPA’s lawful operator, the core

assumptions underlying this proceeding would no longer reflect the operational structure, cost profile, or financial requirements of the entity lawfully responsible for operating the system going forward.

4.8 The Energy Bureau must guard against issuing determinations that may become misaligned with the lawful operator of the system. Should the courts conclude that LUMA's tenure as operator has ended, this Energy Bureau would have adjudicated a comprehensive rate proceeding premised on the business plan, cost structure, and performance projections of an entity that will not be responsible for future operations. Any rate order issued under those circumstances would not reflect the realities of the operator tasked with implementing it.

4.9 Regulatory prudence counsels against final adjudication under such uncertainty. The Energy Bureau should not risk establishing rates based on financial and operational inputs that may soon be rendered inapplicable by a judicial determination redefining the lawful operator of PREPA's transmission and distribution system.

4.10 If the courts determine that LUMA ceased to be PREPA's operator, the financial data, expense forecasts, capital planning assumptions, operational metrics, among other information presented in this Rate Case would no longer be representative of the entity responsible for operating the system prospectively.

4.11 Allowing the Rate Case to proceed to final determination while the legality of LUMA's status is under active judicial review risks substantial regulatory misalignment. If the courts rule in favor of the Government's position, this Energy

Bureau would be required to reconcile an approved rate structure with a fundamentally different operator, potentially necessitating a new rate filing and duplicative proceedings. Such a scenario would undermine regulatory efficiency and delay durable rate stability.

4.12 It is therefore far more prudent to dismiss the current Rate Case without prejudice than to risk issuing a decision that may soon become operationally obsolete upon judicial resolution of the underlying contractual dispute.

4.13 If this Energy Bureau proceeds to final adjudication and approves a new rate based on LUMA's projected costs, financial data, and operational framework, and the courts subsequently determine that LUMA is no longer PREPA's operator, the approved rates would not reflect the financial requirements, staffing structure, capital program, or risk allocation of the lawful successor operator. In that event, the Energy Bureau may have unnecessarily imposed upon ratepayers a rate derived from financial information submitted by an entity that is not responsible for operating the system going forward. Imposing such an increase under these circumstances would effectively burden --and unjustifiably penalize-- ratepayers based on cost assumptions that may prove irrelevant to the lawful operator. This misalignment would inevitably require additional regulatory proceedings to recalibrate rates to operational realities, creating avoidable uncertainty, duplicative administrative burden, and further instability for ratepayers.

4.14 Conversely, dismissing the instant Rate Case pending judicial resolution poses no comparable systemic risk. It simply preserves the status quo until the courts definitively determine whether LUMA lawfully remains PREPA's operator and, consequently, whose financial and operational data should properly form the basis of a rate determination.

4.15 Faced with the choice between approving rates grounded in potentially obsolete or inaccurate operational assumptions and exercising temporary restraint pending judicial clarification, prudence and sound regulatory judgment compel restraint

4.16 Should the courts determine that LUMA ceased to be PREPA's operator, a new rate case would necessarily need to be initiated by the entity lawfully entrusted with operating the transmission and distribution system. Continuing this proceeding under a cloud of legal uncertainty risks unnecessary administrative effort, duplicative litigation, and avoidable expense for all parties.

4.17 Notwithstanding the advanced stage of this rate case, judicial economy and administrative efficiency are still better served by dismissing the proceeding now, rather than risking the far greater burden of unwinding and reconstructing an entire rate adjudication to align with the operational and financial realities of a different lawful operator.

4.18 For the foregoing reasons, and in order to avoid approving rates that may soon be misaligned with the lawful operator of PREPA's transmission and distribution system, prudence, regulatory stability, and sound institutional

judgment require that this Honorable Energy Bureau dismiss the present rate case, without prejudice, until the First and Second Complaints are finally resolved by the courts.

## **V. CONSEQUENCES OF DISMISSING THE RATE CASE: PROVISIONAL RATE RECONCILIATION AND EMERGENCY RELIEF FOR PENSION OBLIGATIONS**

### **A. The Mandatory Reconciliation of the Provisional Rate Must be Structured to Preserve PREPA's Liquidity and Ensure the Continuity of Essential Services**

5.1 PREPA acknowledges that a dismissal of the current rate case will trigger statutory obligations regarding the provisional rate currently in effect. Under Article 6.25(e) of Act 57-2014, the Energy Bureau is authorized to establish a provisional rate during the evaluation period of a proposed rate change. Subsequently, Article 6.25(f) of Act 57-2014 mandates that, upon issuing a final order concluding the rate review process, the Energy Bureau must order the applicant company to adjust its customers' bills to credit or charge any difference between the provisional rate and the permanent rate.

5.2 In the event this Honorable Energy Bureau dismisses the present rate case without prejudice - which would operate as the final order concluding this specific review process - the lawful permanent rate defaults to the previous baseline. Consequently, the Energy Bureau is statutorily required to order the reconciliation of the over-collected amounts generated by the higher provisional rate during the pendency of these proceedings.

5.3 However, the mechanical application of this credit must not be executed in a vacuum. The Energy Bureau is bound by the core principles of the

Puerto Rico Energy Public Policy Act. Specifically, Article 1.4(iii) of Act 57-2014 establishes the "principle of continuity" (principio de continuidad), which strictly dictates that electrical service must be provided continuously, even in cases of financial distress, bankruptcy, or the substitution of the companies responsible for the service. Furthermore, Article 6.25(b) of Act 57-2014 requires that the Energy Bureau ensure that any approved rate action is consistent with sound fiscal and operational practices that provide a reliable service at the lowest reasonable cost.

5.4 A sudden, lump-sum reimbursement of the accumulated provisional rate difference would severely jeopardize PREPA's liquidity. Such a drastic outflow of cash would inevitably disrupt the day-to-day operations of the electrical grid, directly violating the principle of continuity. The Energy Bureau's mandate to protect consumers encompasses not only their financial interests, but also their right to a stable and reliable electrical system.

5.5 To harmonize the mandatory reconciliation requirement of Article 6.25(f) with the financial viability mandates of Article 6.25(b) and Article 1.4(iii), PREPA respectfully submits that the Energy Bureau should structure the reconciliation credit over an extended, multi-year period. By structuring the reconciliation credits over a period to be determined in its sound discretion, the Bureau would discharge its statutory obligation to make ratepayers whole, while safeguarding PREPA's liquidity and averting a sudden financial contraction that could jeopardize the stability and continuity of Puerto Rico's electrical system.

## **B. Safeguarding the Employee Retirement System via a Temporary Rate Adjustment (Article 6.25(d)) Pending Judicial Resolution**

5.6 PREPA must further advise this Honorable Energy Bureau that dismissal of the present rate case, coupled with reversion to the prior baseline rate, would constitute a discrete and immediate financial triggering event with direct consequences for the PREPA Employee Retirement System ("ERS"). The operative funding structure presently supporting pension disbursements is intertwined with the provisional rate mechanism. If the rate case is dismissed and revenues revert to the pre-provisional baseline, PREPA would experience an immediate and material reduction in available operating liquidity. That reversion, not the historic pension deficit itself, is the precipitating event that would generate an imminent funding impossibility.

5.7 PREPA does not request authorization of a temporary rate adjustment through this motion. Rather, PREPA formally places the Bureau on notice that, should the Bureau dismiss the rate case and trigger the statutory reconciliation and rate reversion process, PREPA will immediately submit a petition under Article 6.25(d) seeking narrowly tailored temporary relief to prevent an immediate funding failure affecting ERS disbursements.

5.8 Article 6.25(d) authorizes temporary rate adjustments due to "emergency or temporary events." In its recent Resolution in Case No. NEPR-AP-2025-0002, the Energy Bureau clarified that an applicant must demonstrate (i) a discrete and imminent event that threatens service reliability or financial solvency, and (ii) that the requested adjustment is strictly limited to addressing that

emergency and cannot await ordinary rate processes. PREPA's position is structured to satisfy both prongs of that standard.

5.9 First, the funding shortfall constitutes an indisputable “emergency circumstance” and a “temporary event” under controlling case law. The Puerto Rico Supreme Court held in Meléndez Ortiz v. Valdejully, 20 P.R. Offic. Trans. 1, 23 (1987), that the terms “emergency” and “temporary” encompass situations involving the “impossibility of meeting both legal and financial commitments.” PREPA faces precisely that impossibility if the present rate case is dismissed and rates revert to the prior baseline. As documented in the Oversight Board's March 25, 2025 letter, PREPA's pension funds were exhausted and required \$146 million in bridge funding merely to cover payments from April through September 2025. **See Exhibit C - Oversight Board's March 25, 2025 letter.** The Oversight Board expressly directed PREPA to utilize Article 6.25(d) as the appropriate statutory mechanism to ensure continuity of pension payments. Moreover, PREPA's certified Fiscal Plan, issued pursuant to PROMESA §201(b)(1)(C), requires that PREPA “provide adequate funding for public pension systems,” and expressly contemplates funding pension obligations through rates.

5.10 PREPA has no remaining Government loan authority and no alternative liquidity source presently available to cover pension disbursements absent rate-derived revenue. The provisional rate structure currently in effect has functioned as a temporary bridge mechanism to sustain pension payments while the Government of Puerto Rico evaluates and pursues alternative, non-rate

funding solutions capable of providing long-term sustainability to the Employee Retirement System. The use of provisional rate revenue for this purpose has therefore been strictly transitional and not intended as a permanent structural solution.

5.11 However, if dismissal of this proceeding eliminates or materially reduces the revenue structure currently supporting funding, PREPA would immediately lose the sole sustainable funding mechanism identified by the Oversight Board. That is the precise “impossibility of meeting both legal and financial commitments” recognized in Meléndez Ortiz, Id., as constituting an emergency.

5.12 The impossibility described above is not prospective or remote; it would materialize on a defined and recurring payment schedule. Pension payments are fixed, recurring, and non-discretionary. They are due on defined monthly cycles and cannot be deferred. Retirees depend on those payments for subsistence. A funding interruption would not represent a theoretical or long-term actuarial concern; it would produce an immediate inability to disburse monthly benefits to retirees. That consequence would constitute a severe and imminent financial destabilization affecting thousands of former employees and their families, and would simultaneously undermine PREPA's institutional stability and workforce morale. As recognized in Meléndez Ortiz, Id., preserving the financial stability of a public utility so that it may continue in operation is a legitimate and urgent regulatory objective.

5.13 Second, the temporary rate mechanism contemplated would be narrowly tailored and strictly temporary. Article 6.25(d) expressly limits emergency adjustments to a maximum of one hundred eighty (180) days. Any petition PREPA would file would be confined exclusively to the quantum necessary to prevent interruption of ERS disbursements during the pendency of judicial resolution of the First and Second Complaints. It would not seek to restructure the pension system, permanently redesign rates, or bypass the ordinary rate case framework. Rather, it would function as a bridge mechanism designed solely to prevent immediate collapse during a defined and transitional period.

5.14 Third, historical foreseeability does not negate emergency status under Puerto Rico jurisprudence. In Meléndez Ortiz, Id., the Supreme Court expressly held that regulators must not “handcuff” utilities from responding to financial emergencies “whether or not [the condition] was foreseeable.” The legal focus is not on whether a deficit existed in prior years, but on whether a present event creates an imminent inability to satisfy legal commitments. Here, the dismissal of the rate case would be the operative event that transforms a managed funding structure into an immediate cash shortfall.

5.15 Fourth, the situation satisfies the broader administrative law understanding of “emergency” articulated in Domínguez Castro v. E.L.A., 178 DPR 1, 50 (2010), which recognized that a grave fiscal crisis may constitute an emergency, and in Fideicomiso de Conservación de P.R. y Para la Naturaleza, Inc. v. Estado Libre Asociado de P.R., 212 DPR 377, 383 (2023), which defined

emergency as an accumulation of circumstances requiring immediate action. The convergence of (i) dismissal of the rate case, (ii) reversion to baseline rates, (iii) ongoing judicial uncertainty regarding the lawful operator, and (iv) fixed monthly pension obligations would constitute precisely such an accumulation requiring prompt intervention.

5.16 Finally, any future petition under Article 6.25(d) would be supported by detailed financial evidence demonstrating imminence, quantifiable cash flow impact, absence of alternative liquidity sufficient to bridge the gap, and the precise duration necessary to prevent interruption of payments. In addition, PREPA is currently working on the preliminary calculations of the pension rider revenue projections, that will form an integral part of the financial analysis supporting any such petition. PREPA recognizes that the Bureau must hold public hearings and issue a duly grounded determination. PREPA would fully comply with those procedural safeguards.

5.17 In sum, if dismissal of this proceeding produces an immediate revenue contraction that renders PREPA unable to satisfy fixed statutory pension obligations, that circumstance would constitute a discrete, imminent, and temporary emergency under Article 6.25(d), consistent with the Energy Bureau's interpretation in Case No. NEPR-AP-2025-0002 and with controlling Puerto Rico Supreme Court precedent.

**WHEREFORE**, in light of the foregoing arguments and the applicable statutory and constitutional standards, PREPA respectfully requests that this Honorable Energy Bureau:

1. Reconsider and vacate the February 18, 2026 Resolution and Order insofar as it imposes a \$25,000 fine and deems related submissions not filed;
2. Accept and consider PREPA's Concerns Brief in full, thereby restoring PREPA's ability to present threshold structural legal arguments affecting the integrity of this Rate Case;
3. Dismiss the present Rate Case without prejudice pending final judicial resolution of the First and Second Complaints concerning the validity of the Extension Letter and the lawful operator of the T&D system;
4. In the event of dismissal, structure any provisional rate reconciliation pursuant to Article 6.25(f) in a manner consistent with Article 6.25(b) and Article 1.4(iii), including amortizing any credit adjustments over a multi-year period sufficient to preserve PREPA's liquidity and ensure continuity of essential services;
5. Recognize PREPA's right to file, and consider in due course, a petition for temporary rate adjustment pursuant to Article 6.25(d) should dismissal create an emergency funding gap affecting the Employee Retirement System;
6. Grant such other and further relief as this Honorable Bureau deems just, equitable, and consistent with the public interest.

**RESPECTFULLY SUBMITTED.**

In San Juan, Puerto Rico this 20<sup>th</sup> day of February 2026.

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## CERTIFICATE OF SERVICE

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 others:

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