

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

<b>NEPR</b>
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**IN RE:** PUERTO RICO ELECTRIC  
POWER AUTHORITY RATE REVIEW

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

**SUBJECT: Request for Relief and Stay of  
Portions of Final Rate Order Pending  
Resolution of LUMA’s Motion for  
Reconsideration**

**REQUEST FOR RELIEF AND STAY OF PORTIONS OF FINAL RATE ORDER  
PENDING RESOLUTION OF LUMA’S MOTION FOR RECONSIDERATION**

**TO THE HONORABLE PUERTO RICO ENERGY BUREAU:**

**COME NOW** LUMA Energy, LLC and LUMA Energy ServCo, LLC, (jointly referred to as “LUMA”), and respectfully state and request the following:

**I. Introduction**

LUMA respectfully moves for relief of two determinations of the Final Resolution and Order on Electricity Rates (the “Final Rate Order”) pending resolution by the Puerto Rico Energy Bureau (“Energy Bureau”) of LUMA’s Motion for Reconsideration filed on May 5, 2026 (“Motion for Reconsideration”).<sup>1</sup> Specifically, LUMA seeks a temporary stay of two determinations of the Final Rate Order as to which LUMA requested reconsideration: (1) the fee cap imposed on external legal costs; and (2) the denial of recovery of LUMA’s Fiscal Year 2026 (“FY2026”) Title III costs.<sup>2</sup>

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<sup>1</sup> The Final Rate Order was issued and notified on April 15, 2026. On May 5, 2026, LUMA timely filed a Motion for Reconsideration seeking review of several determinations in that Order, including the imposition of a fee cap on external legal costs and the denial of recovery of LUMA’s FY 2026 Title III costs, which are the subject of this motion. On May 18, 2026, the Energy Bureau issued and notified an order taking LUMA’s Motion for Reconsideration under advisement.

<sup>2</sup> The Motion for Reconsideration challenges the Final Rate Order’s blanket denial of Title III cost recovery across all three test years (FY2026, FY2027, and FY2028), whilst the present request for a stay is limited to FY2026 because those are the costs presently being incurred and requiring immediate expenditure during the pendency of reconsideration.

LUMA seeks leave to continue utilizing counsel to discharge its legal obligations, provided that LUMA remains within the overall legal-cost amounts otherwise approved in the Final Rate Order. LUMA likewise seeks authorization, for that same limited period, to access the FY2026 amounts allocated to Title III Costs in the FY2026 Provisional Budget while LUMA’s Motion for Reconsideration remains pending.

Absent temporary relief, LUMA faces disruption to ongoing work associated with active Title III-related proceedings, including participation in depositions involving a future plan of adjustment and production of financial information currently under LUMA’s custody. Without the requested relief, LUMA also faces the prospect of curtailing legal activity necessary to perform its obligations under the Puerto Rico Transmission and Distribution System Operation and Maintenance Agreement (“T&D OMA”)<sup>3</sup> and to comply with ongoing legal proceedings, including active specialized and highly technical matters before this Energy Bureau. By contrast, the limited stay would enable LUMA’s right to access the FY2026 Title III Costs budgets approved in the FY2026 Provisional Rate Order and to operate within the approved legal costs budgets without the constraints to legal fee caps, while the Energy Bureau continues to exercise its jurisdiction to resolve LUMA’s Motion for Reconsideration.

## **II. Legal Basis**

LUMA’s request for relief and temporary stay of the Energy Bureau’s determinations to impose a fee cap on external legal costs and denial of recovery of LUMA’s FY2026 Title III costs

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<sup>3</sup> LUMA Energy, LLC, LUMA Energy ServCo, LLC, the Puerto Rico Electric Power Authority and the Puerto Rico Public-Private Partnerships Authority, *Transmission and Distribution System Operation and Management Agreement* (June 22, 2020) available at <https://docs.pr.gov/files/P3-PublicaPrivadas/Projects/Projects/TD%20-%20LUMA/OM%20Agreement/executed-consolidated-om-agreement-td.pdf>

arises under Section 11.02 of Puerto Rico Energy Bureau Regulation No. 8543 (“Regulation 8543”),<sup>4</sup> which provides as follows:

Before the period for requesting judicial review expires, the [Energy Bureau] may, upon request or on its own, vacate its final decision, **relieve a party from complying with said resolution**, and order a new administrative hearing for any of the following reasons: (i) newly discovered evidence that, despite reasonable diligence, could not have been discovered in time or presented at the hearing; (ii) fraud or misrepresentation by an opposing party; or (iii) any other reason that justifies relief.

*Id.* (emphasis provided).

This request is timely per Section 11.02 of Regulation 8543 because it is being filed before expiration of the period to seek judicial review.<sup>5</sup> And, as will be discussed in the following section, there are compelling reasons that justify granting the relief requested herein.

The relief requested herein is a direct product of the Energy Bureau’s ratemaking powers, as delegated by the Legislature through the Puerto Rico Energy Transformation and RELIEF Act, Act 57-2014, P.R. Laws Ann. Tit. 22 §§ 1051–1056, 22 LPRA §§ 1051–1056 (2026). Under that statute, the Energy Bureau is charged with implementing “the necessary regulatory actions to guarantee the capacity, reliability, safety, efficiency, and reasonability of the rates of Puerto Rico’s electrical system.” P.R. Laws Ann. Tit. 22 § 1054b, 22 LPRA § 1054b (2026). Moreover, per Section 6.25(f) of Act 57-2014, approved rates go into effect sixty (60) days after the Energy Bureau’s Final Rate Order becomes effective. *Id.*, § 1054x(f). Since this request is filed within the statutory sixty (60)-day window before approved rates become effective and because LUMA’s

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<sup>4</sup> PREB, *Regulation on Adjudicative, Notice of Noncompliance, Rate Review, and Investigation Proceedings*, No. 8543 (December 18, 2024).

<sup>5</sup> Section 3.15 of the Government of Puerto Rico Uniform Administrative Procedure Act, Act 38-2017, P.R. Laws Ann. Tit. 3 § 9655, 3 LPRA § 9655 (2026), provides that the Energy Bureau must issue a decision on a motion for reconsideration within ninety (90) days of its filing. The Energy Bureau retains jurisdiction during that period and loses jurisdiction only upon the expiration of the ninety (90) days, unless it extends the time to dispose of the motion for a period not exceeding thirty (30) additional days. *Id.* Accordingly, at the time this motion is filed and, at a minimum until August 3, 2026, the Energy Bureau retains jurisdiction over LUMA’s Motion for Reconsideration.

Motion for Reconsideration is pending adjudication, the Energy Bureau retains full authority to stay, modify, or otherwise grant relief from determinations of the Final Rate Order.

### **III. Discussion in Support of Requested Relief**

#### **A. Relief and Stay of the Fee Cap Requirement**

As to Legal Department costs, the Final Rate Order approved LUMA's Constrained Budget and imposed a further 25% reduction to LUMA's external counsel line costs. *See* Motion for Reconsideration, Section III(C); *see also* Final Rate Order, Chapter Three, at 257. The Final Rate Order further imposed four compliance directives: (a) implementation of competitive procurement processes, including Requests for Proposals ("RFPs"), for all external legal engagements with an estimated annual value exceeding \$250,000, beginning no later than FY2027; (b) a cap of \$750 per hour on timekeeper rates (and requiring Energy Bureau approval to exceed the cap); (c) quarterly reporting on external counsel expenditures by matter type, including the identity of each firm, hourly rates charged, and total fees incurred; and (d) modification of LUMA's escalation rate for FY2027 and FY2028. *Id.* LUMA sought reconsideration of the rate cap and the matter-level quarterly reporting requirement, which go beyond reasonable budgetary oversight and impose controls that are not supported by the record and were not imposed on either PREPA or Genera PR LLC ("Genera"). *See* Motion for Reconsideration, Section III(C).

As stated in the Motion for Reconsideration, the limitation on fees is not the proper regulatory mechanism to control utility legal spending. *See* Motion for Reconsideration, Section III(C)(1). A per-hour rate has the effect of dictating the composition of the legal teams LUMA may retain, effectively precluding engagement of experienced counsel whose expertise is indispensable in highly specialized matters. *Id.* As discussed in the Motion for Reconsideration,

the fee cap limitations materially impair LUMA's ability to retain and maintain the legal representation necessary to fulfill its obligations under the T&D OMA.

The request to stay the fee cap determination while the Energy Bureau retains jurisdiction, does not deprive this Energy Bureau of the tools necessary to enforce compliance with the Legal Department's approved budget, as those enforcement mechanisms on spending have already been ordered by the Energy Bureau. Any concern that LUMA might overspend its approved legal budget is addressed by the existing guardrails as well as those imposed by the Final Rate Order. *Id.* Since LUMA already reports quarterly on its legal services spending as part of its comprehensive quarterly reports filed in Case No. NEPR-MI-2021-0004, *In Re: LUMA Initial Budgets and Related Terms of Service*, this Energy Bureau has oversight over legal services spending at the departmental level.

Application of the fee cap now, well into FY2026, would operate in a retroactive and unreasonable manner. FY2026 commenced on July 1, 2025, and by the time the Final Rate Order was issued, LUMA had already substantially implemented its approved activities and programs for the fiscal year pursuant to existing budget structures, including the FY2026 Provisional Budget approved on July 31, 2025, including then-existing legal engagements and workstream assignments. When the Final Rate Order was issued, LUMA already had active workstreams staffed by counsel with specialized expertise and deep knowledge of ongoing legal proceedings such as class action lawsuits (*Wendco of Puerto Rico, et al., v. LUMA, et al.*, Civil Case No. SJ2025CV03310 and *Herrero Domenech, et al. v. LUMA, et al.*, Civil Case No. SJ2022CV02868 consolidated with Civil Case No. SJ2022CV03139), and complex technical proceedings before the Energy Bureau (for example, Case No. NEPR-AP-2023-0004, *In Re: Review of the Puerto Rico Electric Power Authority Integrated Resource Plan* and Case No. NEPR-AP-2023-0003, *In Re:*

*Puerto Rico Electric Power Authority Rate Review*). The harm is particularly acute in these complex ongoing matters, where the value of legal counsel derives not just from general legal competence but from familiarity with a dense factual, contractual, and procedural record. *See* Tr. 12/3, 381:16-22; LUMA’s Revenue Requirement Brief, at 59, 70; Motion for Reconsideration, at 25.

Furthermore, absent a stay, LUMA risks material non-compliance with its duties under the T&D OMA, since LUMA must incur legal costs to fulfill contractual and regulatory obligations. *See, e.g.*, T&D OMA, Section 5.12 (“Operator shall manage Owner’s legal matters in respect of the O&M Services, other than with respect to any dispute with, or other legal matters involving, Operator pursuant to this Agreement, and Owner’s related reporting obligations, including those services listed in Annex I (Scope of Services)”); *see also* Annex I, I(H), Legal Services.

Finally, retroactive application of the cap threatens concrete financial harm. LUMA has ongoing contractual obligations to compensate counsel for work already undertaken, work billed and for work that must continue during the pendency of the relevant proceedings. If the new cap is applied immediately to existing matters, LUMA faces the untenable risk of unfunded liabilities for legal services already committed or actively accruing. Retroactive application of the cap also risks forcing LUMA either to defer payment or impair the legal representation necessary to comply with legal and regulatory mandates. Those harms are not speculative but rather flow directly from imposing a new billing restriction on legal engagements that were structured before the Final Rate Order was issued.<sup>6</sup>

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<sup>6</sup> It is important to note that the stay would not undermine the Energy Bureau’s ruling on competitive procurements. LUMA acknowledges the Final Rate Order’s direction regarding competitive procurement and is taking steps to implement the requests for proposal requirement for future engagements. But that prospective implementation path is materially different from imposing an immediate cap on ongoing FY2026 matters after most of the year’s work has already been staffed, budgeted, and in substantial part performed.

## **B. A Stay of the Denial of FY2026 Title III Costs is Independently Warranted**

LUMA also seeks relief and a limited stay of the Final Rate Order's blanket denial of FY2026 Title III costs. As LUMA explained in its Motion for Reconsideration, the Final Rate Order directed that LUMA "shall not recover PREPA Restructuring & Title III expenses from ratepayers through base rates during the rate period." Final Rate Order, Chapter Three, at 341. LUMA's Motion for Reconsideration challenges that blanket denial across all three test years on several grounds.

One of the arguments set forth in LUMA's Motion for Reconsideration is that the denial of PREPA Restructuring and Title III expenses is contrary to the contractual framework governing LUMA's operations, as previously approved by the Energy Bureau. Section 3.4 of the Puerto Rico Transmission and Distribution System Supplemental Terms Agreement ("Supplemental Terms Agreement")<sup>7</sup> provides unambiguously that LUMA's costs in connection with PREPA's Title III Case are T&D Pass-Through Expenditures:

during the Interim Period, all of the following (without duplication) shall be considered T&D Pass-Through Expenditures and shall be deemed administrative expenses of Owner: all costs and expenses, including Fees-and-Costs, arising from, related to or in connection with any participation by Operator in, or any other action taken by Operator in connection with, PROMESA, the Title III Case or any other Legal Proceeding related thereto ('Interim Costs and Expenses').

*See* LUMA Exhibit 489, Supplemental Terms Agreement, at 5-6; *see also* Motion for Reconsideration, at 28.

Furthermore, Annex XI T&D OMA states that: "in no event shall Operator be responsible for any cost or expense related to the Title III Case," thereby confirming that all Title III costs fall on the PREPA side as T&D Pass-Through Expenditures. *See* LUMA Exhibit 489, Annex XI, at XI-3. *See also* Motion for Reconsideration, at 28-29.

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<sup>7</sup> Executed by LUMA, PREPA and the Puerto Rico Public-Private Partnerships Authority on June 22, 2020.

LUMA's participation in Title III proceedings flows directly from the T&D OMA as amended and supplemented by the Supplemental Terms Agreement, a contract that this Energy Bureau approved. These costs are the result of PREPA being in bankruptcy. In connection with PREPA's ongoing bankruptcy proceeding, LUMA is called upon to fulfill information requests made by PREPA, the Financial Oversight and Management Board, PREPA's Bondholders, the Title III Court's mediation teams, among others. Furthermore, Mr. Alejandro Figueroa explained during the rate case evidentiary hearing that LUMA must "understand what are the requirements that would be bestowed on PREPA [...] and/or LUMA resulting from th[e] plan of adjustment" and ensure that "operational and implementation requirements . . . are accounted for." Tr. 12/3, 392:14-18, 22-24. The Hearing Examiner himself recognized the legitimacy of this rationale and the impact of the Title III proceeding on LUMA's ability to operate the T&D System, stating on the record: "Now I think I understand why you're there." *Id.*, 394:15-16.

The Supplemental Terms Agreement creates Title III participation as a T&D OMA obligation. Those participation costs are classified as T&D Pass-Through Expenditures. As explained in Section III(C)(2) of LUMA's Motion for Reconsideration, Title III costs are contractually mandated operational expenses under the T&D OMA, and thus by definition, are costs lawfully incurred in the provision of electric power services. Given that this Energy Bureau must ensure that rates are sufficient to fund those costs, provided that they are prudent and reasonable, blanket denial of these costs is irreconcilable with Act 57-2014's just-and-reasonable standard. *See* Motion for Reconsideration, at 30.

LUMA's request for reconsideration and the request for relief and stay are even more compelling in light of events that have recently occurred in the Title III litigation landscape. When the Final Rate Order was issued, the Energy Bureau relied in part on the premise that LUMA's

Title III participation either duplicated other parties' work or lacked sufficient present justification. Final Rate Order, Chapter Three, at 340-341. But circumstances have materially changed. The Title III litigation stay has been modified, litigation activity has resumed in relevant respects, and LUMA is now facing concrete litigation demands that require immediate legal response.

On April 13, 2026, Judge Laura Taylor Swain entered an order<sup>8</sup> that lifted the Title III court's stay of PREPA plan and Bondholder rights-related litigation to permit the Bondholders to prosecute their accounting counterclaim in the lien challenge adversary proceeding and conduct related discovery. The accounting counterclaim had been dismissed<sup>9</sup> by the Title III court in late 2023 but was subsequently reinstated<sup>10</sup> by the United States Court of Appeals for the First Circuit

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<sup>8</sup> See ORDER CONCERNING JOINT STATUS REPORT IN RESPONSE TO THE TITLE III COURT'S MARCH 16 AND MARCH 18, 2026 ORDERS, issued on April 13, 2026 in Case No. 17-04780-LTS. Available at <https://document.epiq11.com/document/getdocumentbycode?docId=4570250&projectCode=PR1&source=DM>.

Judge Swain stated that the "initial goal" of the discovery should be to "resolve the parties' disputes concerning the interpretation of terms under the [1974 trust agreement for the bonds] and provisions of the Bankruptcy Code and other applicable law in the context of the types of income and expenses that PREPA has incurred." This should permit the parties and the court "to determine (1) on an historic basis whether there have been Net Revenues (or revenues exceeding necessary operating expenses, as applicable) prepetition or postpetition and, if so, whether they currently exist in the form of available funds and, (2) ultimately, the value of the Bondholders' secured claim using up-to-date information at the appropriate point."

The court says determining whether there have been net revenues and whether they are currently available "will be pertinent to evaluation and resolution of the accounting claim and will also provide information material to the resolution of the Lift Stay Motions, and plan confirmation proceedings ... based upon up-to-date financial information." The court also "anticipates that resolving these methodological issues will provide the parties and the Court with a workable framework and clearer picture of their rights and obligations with respect to the Title III case and provide important insights for their settlement negotiations."

The order reiterates the court's view that litigating the Bondholders' equitable accounting counterclaim against PREPA, which Judge Swain previously modified the litigation stay to allow, provides the procedural vehicle needed to resolve issues concerning the valuation of Bondholders' collateral, which "will aid in resolving many of the other interrelated issues in [PREPA's] Title III case on a materially developed record, including issues of entitlement to [automatic] stay relief and/or adequate protection."

<sup>9</sup> See OPINION AND ORDER GRANTING THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO'S MOTION TO DISMISS COUNTS III THROUGH VII OF THE DEFENDANT'S AND INTERVENOR-DEFENDANTS' COUNTERCLAIM COMPLAINT, issued on November 28, 2023, in Case No. 19-00391-LTS. Available at <https://document.epiq11.com/document/getdocumentbycode?docId=4262342&projectCode=PR1&source=DM>

<sup>10</sup> See Opinion issued by United States Court of Appeals for the First Circuit in Case No. 23-2036, on June 12, 2024. Available at <https://www.ca1.uscourts.gov/sites/ca1/files/opnfiles/23-2036P-01A.pdf>.

in June 2024. The Bondholders then sought<sup>11</sup> modification of the litigation stay, after raising the issue in a joint status report<sup>12</sup> and at the March 18, 2026 omnibus hearing.

Judge Swain's April 13<sup>th</sup> order directed that litigation be phased and begin with legal and factual argument, following appropriate limited discovery, concerning the methodology for determining net revenues and related matters. The order further established an initial first-phase schedule for document production, renewed discovery motion practice, and a hearing before the Honorable Judith G. Dein. On May 26, 2026, Judge Swain entered a written order memorializing her May 20 ruling denying further relief from the litigation stay as to the receivership-related stay motions but reiterating that litigation of the accounting counterclaim should proceed.

These developments matter for a simple reason: they confirm that Title III-related proceedings are active and presently generating discovery obligations that require LUMA's participation. Denying LUMA access to FY2026 Title III funding during the pendency of its Motion for Reconsideration creates immediate prejudice. LUMA cannot reasonably be required to respond to deposition notices, requests for information, coordination demands, and related litigation activity while simultaneously being denied access to the funding category designated for exactly those activities.

Absent issuance of the requested relief, LUMA will be forced either to incur legally necessary costs without access to the budgeted funds allocated for those expenses or to curtail its participation in ongoing federal litigation. This includes Title III proceedings in which LUMA has been drawn through discovery and related processes, and in which it is contractually obligated to

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<sup>11</sup> See THE PREPA BONDHOLDERS' RENEWED MOTION FOR RELIEF FROM THE LITIGATION STAY, filed on March 31, 2026 in Case No. 17-03283-LTS. Available at <https://cases.ra.kroll.com/puertorico/Home-DocketInfo>.

<sup>12</sup> Available at <https://document.epiq11.com/document/getdocumentbycode?docId=4567061&projectCode=PR1&source=DM>

participate, risking prejudice to PREPA and services that LUMA is required to provide in connection with PREPA's restructuring. A stay would preserve LUMA's ability to continue responding to active federal litigation during a temporary period while the Energy Bureau determines whether the Final Rate Order denial should be reversed.

### **C. Requested Interim Relief**

In sum, LUMA respectfully requests that the Energy Bureau enter an order staying application of the Final Rate Order's (i) \$750-per-hour cap on external legal counsel rates and matter-level quarterly reporting requirement for legal costs, and (ii) denial of LUMA's Title III costs. Said relief would prevent immediate and concrete harm, and allow the Energy Bureau to rule on the Motion for Reconsideration without forcing LUMA to suffer prejudice in the meantime.

**WHEREFORE**, LUMA respectfully requests that the Puerto Rico Energy Bureau grant this Motion and enter an Order granting:

1. a limited stay, staying, pending resolution of LUMA's Motion for Reconsideration filed on May 5, 2026, the Final Rate Order's application of the hourly fee cap applicable to external legal costs, as well as the denial of recovery of LUMA's Title III costs;
2. interim relief authorizing LUMA, during the pendency of reconsideration, to continue utilizing counsel necessary to discharge its legal, regulatory, and operational obligations without application of the hourly fee cap, provided that LUMA remains within the overall legal-cost amounts otherwise approved in the Final Rate Order;
3. further interim relief authorizing LUMA, during that same limited period, to access the FY2026 amounts allocated to Title III Costs in the FY2026 Provisional Budget; and
4. such other and further relief as the Energy Bureau deems just and proper.

**RESPECTFULLY SUBMITTED.**

In San Juan, Puerto Rico, this 10<sup>th</sup> day of June, 2026.



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**CERTIFICATION**

WE HEREBY CERTIFY that an exact copy of this Motion was notified by electronic mail to the following parties:

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In San Juan, Puerto Rico, this 10<sup>th</sup> day of June, 2026.

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