



LEYTE V ELECTRIC COOPERATIVE, INC.

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OUTBOUND COMMUNICATION

Page 1 of 1

Reference No. 2026-04-290

April 27, 2026

HON. LEONARDO M. JAVIER
Provincial Vice Governor of Leyte
Leyte Provincial Government Complex
West Bypass Road, Brgy. Guindapunan
6501 Palo, Leyte, Philippines

Sangguniang Panlalawigan
Province of Leyte
RECEIVED
Date: APR 29 2026
By: *Fern V*

Subject: **Service of the Application**

Dear Honorable Vice-Governor Javier:

Greetings from LEYECO V!

In compliance with the Revised Rules of Practice and Procedure of the Energy Regulatory Commission, we are furnishing you a copy of the **LEYTE V ELECTRIC COOPERATIVE, INC. (LEYECO V)** and **FDC MISAMIS POWER CORPORATION (FDC MISAMIS)**, Joint Application entitled "entitled *"IN THE MATTER OF THE APPLICATION FOR APPROVAL OF THE EMERGENCY POWER SUPPLY AGREEMENT BETWEEN LEYTE V ELECTRIC COOPERATIVE (LEYECO V) AND FDC MISAMIS POWER CORPORATION (FDC MISAMIS), WITH MOTION FOR CONFIDENTIAL TREATMENT OF INFORMATION"* with annexes and attachments (except for annexes that are subject of a motion for confidential treatment of information) to be filed by Leyte V Electric Cooperative, Inc. (LEYECO V) to the Energy Regulatory Commission. Due to voluminous annexes and attachments, we are transmitting scanned copies of the same through a USB Flash drive.

In this regard, we would like to request for a Certification from the Office, bearing the official dry seal, confirming the receipt of the enclosed documents. A template is likewise enclosed for your reference.

You may send an advance copy of the certification through my email address at info@leyeco-v.com.ph

Thank you and best regards.

Very truly yours,

ATTY. JANNIE ANN JAVIER-DAYANDAYAN, CPA
General Manager

Execuve Secretary: 206 InfoTech & Comm. Services: 216-218,224,509 Institutional Services Dept.: 401 Public Relations: 214 Clinic: 209 Membership Division Chief: 403 Membership: 404 Housewiring: 407 Customer Welfare Desk: 200-203 Motorpool: 406 Human Resources: 402, 210 Purchaser: 411 MMS: 405 Warehouse: 508 Corporate Planning & Energy Trading Dept.: 219, 221, 223	Technical Services Dept.: 801,802 Engineering: 803 Line Construction: 804 Scada: 805 Internal Audit Dept.: 701 Auditors: 702 Sat: 703 Finance Services Dept.: 501 Cashiering: 502 Collection: 503-504,511 Accounting: 505 Consumer Accts: 506 Meter Reading & Billing: 507, 508 & 510
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Republic of the Philippines
ENERGY REGULATORY COMMISSION
Exquadra Tower, Jade Drive, Ortigas Center
Pasig City

Sangguniang Panlalawigan
Province of Leyte
RECEIVED
Date: APR 29 2026
By: Ferni Vi

IN THE MATTER OF THE
APPLICATION FOR APPROVAL
OF THE EMERGENCY POWER
SUPPLY AGREEMENT BETWEEN
LEYTE V ELECTRIC
COOPERATIVE (LEYECO V) AND
FDC MISAMIS POWER
CORPORATION (FDC MISAMIS),
WITH MOTION FOR
CONFIDENTIAL TREATMENT OF
INFORMATION,

ERC CASE NO. _____ RC

LEYECO V AND FDC MISAMIS,
Applicants.

X-----X

JOINT APPLICATION

(With Motion for Confidential Treatment of Information)

Joint Applicants, LEYECO V and FDC MISAMIS, through
counsel, unto this Honorable Commission, respectfully state that:

THE APPLICANTS

1. LEYECO V is a non-stock, non-profit electric cooperative, duly organized and existing under laws of the Republic of the Philippines with principal office address at LEYECO V Main Office, Brgy. San Pablo, Ormoc City, Leyte.

1.1 LEYECO V provides electricity distribution service in the City of Ormoc and the Municipalities of Isabel, Merida, Palompon, Tabango, Calubian, San Isidro, Leyte, Kananga, Matag-ob, Albuera, and Villaba, all in the Province of Leyte.

1.2 LEYECO V is represented by its General Manager, Atty. Jannie Ann J. Dayandayan, CPA, who was authorized by its Board of Directors to file the *Joint Application*.

2. FDC MISAMIS is a generation company duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at PHIVIDEC Industrial Estate, Villanueva, Misamis Oriental.

2.1 FDC MISAMIS is represented by its President and CEO, Mr. Juan Eugenio L. Roxas, who as authorized by its Board of Directors to file the *Joint Application*.

3. LEYECO V and FDC MISAMIS are jointly filing this Joint Application pursuant to the Honorable Commission's *Resolution No. 7, Series of 2026* ("Amended CSP Guidelines")¹ requiring distribution utilities and generation companies to jointly file applications for the approval of power supply agreements. (*LEYECO V and FDC MISAMIS are referred hereinafter as "Joint Applicants."*)

4. The Joint Applicants may be served with the orders, notices, and other processes of the Honorable Commission through the undersigned counsel at the addresses indicated herein.

NATURE AND TIMELINESS OF THE APPLICATION

5. This is a *Joint Application* for the approval the *Emergency Power Supply Agreement* (EPSA) executed by LEYECO V and FDC MISAMIS on 16 December 2025.

6. *Section 8* of the Honorable Commission's Amended CSP Guidelines provides that "[t]he DU may engage in negotiated procurement of an *Emergency Power Supply Agreement* (EPSA) under the circumstances contemplated in *Section 2.3.6* of the DOE CSP Policy."

¹ ERC Resolution No. 07, Series of 2026, 16 February 2015. "Amended Implementing Guidelines for the Procurement, Execution, and Evaluation of Power Supply Agreements Entered into by Distribution Utilities for the Supply of Electricity to their Captive Market."

7. Further, Section 2.3.6 of the Department of Energy (DOE) CSP Policy² provides that “the conduct of CSP shall not be required in negotiated procurement of Emergency Power supply wherein the Emergency Power Supply Agreement (“EPSA”) shall be filed with the ERC within thirty (30) calendar days after the occurrence of the Force Majeure/Fortuitous Events, without need of any prior clearance or certification from the DOE, and shall have a maximum and non-extendible period of one (1) year from its execution.”

8. Pursuant to the foregoing provisions on the exemption from the conduct of CSP, LEYECO V is permitted to procure power supply through direct negotiation due to the occurrence of force majeure or other circumstances beyond its control, thereby ensuring continuous and reliable supply of electricity to its member-consumers owners (MCOs) in a least cost manner.

STATEMENT OF FACTS

9. LEYECO V executed a Power Purchase and Sale Agreement (“PPSA”) with GNPowder Dinginin Ltd. Co. (“GNPD”) for 31 MW Baseload Power Supply, which was thereafter submitted to the Honorable Commission for approval under ERC Case No. 2016-057 RC.

10. On 03 May 2019, the Supreme Court rendered a *Decision* in *Alyansa Para sa Bagong Pilipinas, Inc. v. Energy Regulatory Commission* (“*Alyansa Case*”)³ requiring that all applications for the approval of the PSAs filed on or after 30 June 2015 comply with the CSP requirement under the DOE CSP Policy.

11. As a direct consequence of the Supreme Court’s *Decision* in the *Alyansa Case*, the Honorable Commission, in its *Order* dated 22 August 2023, dismissed the application of LEYECO V and GNPD for the approval of the PPSA and, accordingly, directed the cessation of its implementation.

12. While LEYECO V fully intended to procure its deficit supply through a CSP, the conduct thereof necessarily entails a

² DOE Circular No. DC2023-06-0021 dated 20 June 2023, “Prescribing the Policy for the Mandatory Conduct of the Competitive Selection Process by the Distribution Utilities for the Procurement of Power Supply for their Captive Market,” as amended by DOE Circular No. DC2025-10-0022.

³ G.R. No. 227670, 3 May 2019.

considerable period of time. This delay would have exposed its MCOs to the high and volatile prices in the Wholesale Electricity Spot Market (WESM). Thus, to ensure the continuity and reliability of electricity supply, LEYECO V was constrained to resort to negotiated procurement of its energy requirements through emergency power purchases, as follows:

NAME OF POWER SUPPLIER	Contracted Capacity (MW)	Period-Covered
GNPower Dinginin Ltd. Co. (GNPD)	20	22 September 2023 – 21 September 2024
FDC Misamis Power Corporation	11	22 September 2023 – 21 September 2024
GNPower Kauswagan (GNPK) ⁴	25 → 12.5	02 November 2024 – 25 June 2025
Southwest Luzon Power Generation Corporation (SLPGC) ⁵	15 → 7.5	26 November 2024 – 25 November 2025

13. In consideration of the temporary nature of the EPSAs, LEYECO V joined the other member electric cooperatives (ECs) of the Federation of Rural Electric Cooperatives in Region VIII (FRECOR 8) in the joint effort to procure an aggregate supply of electricity through joint CSPs. In particular, LEYECO V sought to secure the following: (1) short term power requirements, specifically, 5 MW for 2024, 4 MW for 2025, and 3 MW for 2026; and (2) long term power requirement of 7MW for the period 2024 to 2033.

14. The preparation and conduct of the Joint CSPs for the short-term and long term power requirements commenced as early as June 2023 that culminated in the execution of the following Power Supply Agreements (PSAs) with KEPCO SPC:

	PERIOD COVERED	CONTRACTED CAPACITY
LONG TERM PSA Executed on 13 September 2024 (ERC CASE NO. 2025-026 RC)	2024-2033	7 MW
SHORT TERM PSA Executed on 17 April 2024 (ERC CASE NO. 2024-094 RC)	2024	5 MW
	2025	4 MW
	2026	3MW

⁴ GNPK's contracted capacity was reduced from 25 MW to 12.5 MW pursuant to the provisional authority issued by the ERC under TLI Lot 1 (ERC Case No. 2024-136 RC). The power supply contract ended on June 25, 2025, in accordance with the minimum contract duration, and a provisional authority has likewise been issued for SPI Lot 1 (ERC Case No. 2025-004 RC).

⁵ SLPGC's contracted capacity was reduced from 15 MW to 7.5 MW pursuant to the same provisional authority under TLI Lot 1 (ERC Case No. 2024-136 RC). The contract was subsequently terminated on November 25, 2025.

15. LEYECO V exerted its best efforts to comply with the Honorable Commission's requirements for the approval of the foregoing PSAs.⁶ However, the Honorable Commission denied the prayers for provisional authority, thereby preventing the immediate implementation of the PSAs and the commencement of the planned power supply.⁷

16. The unforeseen delay in the resolution of the applications for the approval of the KEPCO SPC PSAs clearly constitutes an extraordinary circumstance beyond the control of LEYECO V that will adversely affect its MCOs. Notably, LEYECO V will not be able to implement KEPCO SPC PSAs *sans* the approval of the Honorable Commission.

17. LEYECO V's uncontracted demand is projected to increase to 21.98 MW by May 2026 in the absence of supply from KEPCO SPC under the PSAs and following the expiration of the SLPGC EPSA on 25 November 2025. Furthermore, LEYECO V will be exposed to high and volatile prices of the WESM that averaged at Php 23.45 /kWh (from January 2025 to November 2025) and peaked at Php 110.20 /kWh (Aug) and Php 51.88/kWh (September 2025). Additionally, LEYECO V will be burdened with the increase in the required prudential requirement that threatens its financial operations.

18. As LEYECO V will be exposed to power deficits, fluctuating market prices, and potential increase in required prudential requirement, – all of which will ultimately prejudice the interest of its MCOs – it formally sent its notice of force majeure event and intent to avail of Emergency Power Supply Agreement to the Honorable Commission, NEA, and DOE on 28 November 2025.

19. Thereafter, LEYECO V solicited proposals for its EPSA from five (5) generation companies; however, only three (3) submitted proposals that were duly evaluated by LEYECO V's team.

⁶ The Honorable Commission conducted hearings in relation to the approval of the PSAs on 04 September and 11 September 2024 for ERC Case No. 2024-094 RC and on 04 April and 11 April 2025 for ERC Case No. 2025-026 RC.

⁷ As of date, the motions for reconsideration and the respective applications remain unresolved.

20. The Corporate Planning and Energy Trading Department (CETD) spearheaded the evaluation and declared FDC MISAMIS' proposal as the lowest and most advantageous offer for emergency power to LEYECO V's consumers. The Board of Directors, after due consideration and deliberations, then approved the proposal and issued *Board Resolution No. 188 series of 2025*.

21. On 16 December 2025, LEYECO V and FDC MISAMIS executed the EPSA for the contracted capacity of 10 MW for the period of 26 December 2025 to 25 December 2026 or less than 12 months or for a shorter duration, in the event that the Honorable Commission issues the provisional authority or final authority in relation to the KEPCO SPC PSAs.

22. On 26 December 2025, FDC MISAMIS commenced the delivery of power to LEYECO V that ensured a reliable supply of electricity in the least cost manner and mitigated exposure to high and volatile spot market prices.

INDICATIVE RATE IMPACT

23. The implementation of the EPSA with FDC MISAMIS is expected to reduce LEYECO's generation rate by approximately PhP4.017/kWh, compared to relying solely on WESM procurement for the specified power requirement, to wit:

RATE IMPACT ANALYSIS OF YEAR 2026						
With FDCMPC						
POWER SUPPLIERS	Bilateral Contract Quantity (kWh)	Amount (Php.)	Percent Share (%)	Average Rate (P/kWh)	Weighted Average Rate (kWh)	PSA Status
1. THERMA LUZON INC. (Longterm PSA)	160,704,000	826,386,352.47	44.68%	5.1423	6.013	With Provisional Authority approved December 17, 2024
2. SUAL POWER INC.(Longterm PSA)	104,532,000	566,431,729.68	29.06%	5.4187		With Provisional Authority approved March 5, 2025
3. FDCMPC	80,352,000	439,437,052.80	22.34%	5.4689		EPSA
4. WESM	14,085,766	330,311,787.45	3.92%	23.4500		
TOTAL	359,673,766	2,152,566,922.39	100.00%			
Without FDCMPC						
POWER SUPPLIERS	Bilateral Contract Quantity (kWh)	Amount (Php.)	Percent Share (%)	Average Rate (P/kWh)	Weighted Average Rate (kWh)	
1. THERMA LUZON INC. (Longterm PSA)	160,704,000	826,386,352.47	44.68%	5.1423	10.030	
2. SUAL POWER INC.(Longterm PSA)	104,532,000	566,431,729.68	29.06%	5.4187		
3. FDCMPC	0		0.00%	5.4689		
4. WESM	94,437,766	2,214,569,411.66	28.26%	23.4500		
TOTAL	359,673,766	3,607,387,494	100%			
GENERATION RATE IMPACT					PhP 4.017	

24. As reflected in the Rate Impact Analysis, the implementation of the EPSA between the Joint Applicants will result in an estimated **generation rate reduction of PhP4.017/kWh**. Hence, the implementation and approval of the PSA will redound to the benefit of LEYECO V's MCOs through a more affordable, stable, and reliable supply of electricity.

ABSTRACT OF THE POWER SUPPLY AGREEMENT AND RELATED INFORMATION

25. Under the EPSA, FDC MISAMIS shall supply power to LEYECO V for the entire term of the contract for the Contracted Capacity of 10 MW.

26. The power supply will be sourced from FDC MISAMIS 3 x 135 MW circulating fluidized bed (CFB) coal-fired thermal power plant located at PHIVIDEC Industrial Estate, Villanueva, Misamis Oriental, with a rated capacity of 405 MW and net dependable capacity of 369 MW. FDC MISAMIS shall supply power to LEYECO V under the terms stipulated in the EPSA.

27. The following are the salient features of the EPSA:

27.1 Contract Term: The Term of the EPSA shall be a maximum of one (1) year, or until the issuance of a Provisional Authority, Interim Relief, or Final Authority by the ERC in connection with the Application for approval of the Power Supply Agreements (Short term and Long term with KEPCO SPC Power Corporation (KSPC), which resulted from the Competitive Selection Process (CSP) of the Customer's 10MW Base Load Requirement, whichever comes first.

27.2 Service Specifications: The Parties agreed to the following specifications:

	FIRM
Contracted Demand (monthly), KW	10,000
Contracted Energy (12 months), kWh	87,600,000
Customer Load Factor Per Interval	70% to 100%
Delivery Point	Plant Gate FDC Misamis Power Corporation's Power Plant
Nodal Point	11FDC Unit 1, Unit 2, Unit 3
Voltage at the Plant Gate	138kV

27.3 Replacement Power during outages: It is the Supplier's obligation to procure Replacement Power, at its own costs, during Outages.

27.4 Customer Failure to Offtake Power: If the Customer offtakes power less than the Minimum Energy Off-Take (MEOT) as defined in Annex "D", except in the course of a force majeure event, the Customer shall pay the Generation Charge for the difference between the actual energy consumption and the MEOT, and all applicable fees, charges and costs.

27.5 Transmission Fees, Ancillary Services Charges, Line Rental Charges, and WESM Costs: The Customer shall pay for Transmission Fees, Ancillary Services Charges, Line Rental Charges, and WESM Costs. All other transmission charges and market related fees/charges that are not part of the generation charge shall be for the account of the Customer.

27.6 Assignment by the Parties: Either Party may not assign or transfer any of its rights or obligations under this Agreement, including some or all of the electric power supplied by the Supplier without the latter's written consent, which consent shall not be unreasonably withheld. Despite anything stated in the EPSA, the other Party is not obliged to give its consent to a proposed assignment by the Assignor.

27.7 Adjustments due to Force Majeure: The Supplier shall have seventy-two (72) hours to restore interrupted supply of electric power, counted from the time the Force Majeure event began to prevent delivery to the Customer. The Customer shall not be entitled to interruption adjustment during such period.

On the other hand, the Customer shall have seventy-two (72) hours to resume taking electric power counted from the time a Force Majeure Event prevented it from fully taking its Contracted Energy. If its consumption falls below the Contracted Energy due to a Force Majeure Event, the Customer shall be entitled to interruption adjustment but only on the actual number of hours (up to a maximum of 72 hours) that it was unable to receive electric power.

The number of hours that Customer can claim for interruption adjustments is limited to a maximum of 72 hours per Force Majeure Event. The total cumulative interruption adjustment due to a Force Majeure Event shall not in any case exceed 72 hours per Billing Period.

PRE-FILING REQUIREMENTS
AND OTHER RELATED DOCUMENTS

28. In support of the *Joint Application*, the following documents are attached herein as annexes:

ANNEXES	DOCUMENTS
"A," series	LEYECO V's Board Resolutions (<i>authorizing the signing of EPSA, designating an Authorized Representative to sign the verification and certification, and authority of counsel</i>)
"B"	FDC MISAMIS's Secretary's Certificate (<i>authorizing the signing of EPSA, designating an Authorized Representative to sign the verification and certification, and authority of counsel</i>)
"C"	EPSA
"C-1"	Executive Summary of EPSA
"D"	Notice of Fortuitous Event/Force Majeure to ERC, DOE, and NEA
"E," series	LEYECO V's letters/invitation requesting proposal for emergency supply
"F"	LEYECO V's Affidavit of Fortuitous Event
"G," series	LEYECO V's Articles of Incorporation, By Laws, Certificate of Franchise, Certificate of Registration

"H," series	FDC MISAMIS' Amended Articles of Incorporation, Amended By-Laws, and Amended General Information Sheet for 2025
"I"	FDC MISAMIS' SEC Certificate of Registration with Amendments and Shareholders' Agreement
"J"	FDC MISAMIS' BOI Certificate of Registration with attached Terms and Conditions
"K," series	LEYECO V's Supply-Demand Scenario and Load Curves
"L"	LEYECO V's Single Line Diagram Connection
"M"	LEYECO V's Power Supply Procurement Plan ("PSPP")
"N"	LEYECO V's Distribution Development Plan ("DDP")
"O"	LEYECO V's Performance Assessment of the System
"P"	LEYECO V's Estimation of Potential Reduction in Load
"Q"	FDC MISAMIS' DENR-EMB ECC
"R"	FDC MISAMIS' ERC COC
"S"	FDC MISAMIS' PAO Certificate
"S-1"	FDC MISAMIS' DOE Certificate of Endorsement
"T"	FDC MISAMIS' Verified Certification
"U," series	Transmission Service Agreement ("TSA") and Metering Services Agreement ("MSA")
"V"	FDC MISAMIS' Sources of Funds and Financial Plans (<i>Confidential</i>)
"W"	Bank Certifications (<i>Confidential</i>)
"X"	FDC MISAMIS' Generation Rate and Derivation (<i>Confidential</i>)
"Y," series	FDC MISAMIS' Basis of Other Charges; Fuel Supply Agreement; Certification Fuel Supply Agreement; Cost Analysis for LEYECO V (<i>Confidential</i>)
"Z"	FDC MISAMIS' Financial Model, Project Costs and Breakdown of Costs (<i>Confidential</i>)
"AA"	FDC MISAMIS' Cash Flow (<i>Confidential</i>)
"BB"	FDC MISAMIS' Fuel Supply Procurement Process (<i>Confidential</i>)

"CC"	FDC MISAMIS' Relevant Technical and Economic Characteristics of the Generation Capacity (Confidential)
"DD"	FDC MISAMIS' simulation of number of operating units to meet MEOT (Confidential)
"EE"	FDC MISAMIS' Sworn Statement on Fuel Concerns
"FF"	FDC MISAMIS' 2024 Audited Financial Statements (AFS)
"GG"	FDC MISAMIS' WESM Registration
"HH"	LEYECO V's WESM Registration
"II"	Sample Bill
"JJ"	FDC MISAMIS Explanation on Non-Applicability of Documents
"KK"	Rate Impact Analysis
"LL," series	Proof of furnishing copies of the Joint Application to the concerned Offices of the Governor, Sangguniang Panlalawigan, Mayor, and Sangguniang Bayan where LEYECO V operates
"MM," series	Proof of furnishing copies of the Joint Application to the concerned Governor, Sangguniang Panlalawigan, Mayor, and Sangguniang Bayan where FDC MISAMIS operates
"NN," series	Proof of publication of the Joint Application in a newspaper of general circulation within LEYECO V's franchise area or where it principally operates

**ALLEGATIONS IN SUPPORT OF THE
MOTION FOR CONFIDENTIAL TREATMENT
OF INFORMATION**

29. Pursuant to *Rule 4* of the Honorable Commission's *Rules of Practice and Procedure*, Applicants may request that certain information not be disclosed and be treated as confidential.⁸ Pursuant to this, FDC MISAMIS prays for the confidential treatment of the information contained in the following annexes:

⁸ Section 1, Rule 4, *Rules of Practice and Procedure* of the Energy Regulatory Commission.

Annex	Documents/Information
"V"	FDC MISAMIS' Sources of Funds and Financial Plans (<i>Confidential</i>)
"W"	Bank Certifications (<i>Confidential</i>)
"X"	FDC MISAMIS' Generation Rate and Derivation (<i>Confidential</i>)
"Y," series	FDC MISAMIS' Basis of Other Charges; Fuel Supply Agreement; Certification Fuel Supply Agreement; Cost Analysis for LEYECO V (<i>Confidential</i>)
"Z"	FDC MISAMIS' Financial Model, Project Costs and Breakdown of Costs (<i>Confidential</i>)
"AA"	FDC MISAMIS' Cash Flow (<i>Confidential</i>)
"BB"	FDC MISAMIS' Fuel Supply Procurement Process (<i>Confidential</i>)
"CC"	FDC MISAMIS' Relevant Technical and Economic Characteristics of the Generation Capacity (<i>Confidential</i>)
"DD"	FDC MISAMIS' simulation of number of operating units to meet MEOT (<i>Confidential</i>)

30. FDC MISAMIS treat the foregoing documents, such as related agreements, sources of funds/financial plans, certifications from bank, generation rate and derivation, cash flow, and fuel supply agreement, as **proprietary** in nature as it reflects investment and business calculations.

31. These documents are considered as trade secrets contemplated by law and jurisprudence. In the case of *Air Philippines Corporation vs. Pennswell, Inc.*⁹, the Supreme Court defined a trade secret, as follows:

A trade secret may consist of any formula, pattern, device, or compilation of information that: (1) is used in one's business; and (2) gives the employer an opportunity to obtain an advantage over competitors who do not possess the information. Generally, a trade secret is a process or device intended for continuous use in the operation of the business, for example, a machine or formula, but can be a price list or catalogue or specialized customer list. It is indubitable that trade secrets constitute proprietary rights. The inventor, discoverer, or possessor of a trade secret or similar innovation has rights therein which may be

⁹ G.R. No. 172835, 13 December 2007.

treated as property, and ordinarily an injunction will be granted to prevent the disclosure of the trade secret by one who obtained the information "in confidence" or through a "confidential relationship". American jurisprudence has utilized the following factors to determine if an information is a trade secret, to wit:

- (1) the extent to which the information is known outside of the employer's business;
- (2) the extent to which the information is known by employees and others involved in the business;
- (3) the extent of measures taken by the employer to guard the secrecy of the information;
- (4) the value of the information to the employer and to competitors;
- (5) the amount of effort or money expended by the company in developing the information; and
- (6) the extent to which the information could be easily or readily obtained through an independent source. (*citations omitted, emphasis supplied*)

32. The foregoing documents were prepared and developed for the exclusive use of FDC MISAMIS in its power generation business. If the information contained in these documents are disclosed to the public, FDC MISAMIS' competitors or other entities engaged in the power business will gain undue advantage and could incorporate the said information in their operations. Consequently, the negotiating power of FDC MISAMIS with parties it plans to contract with or who it is currently doing business with will be undermined if it is compelled to disclose such information.

33. Accordingly, Joint Applicants hereby submit one (1) copy of the confidential documents *via*: in a sealed envelope, with the envelope and each page of the document stamped with the word "Confidential."¹⁰

¹⁰ In line with the Honorable Commission's rules and regulations, soft copies of the documents covered by a prayer for confidential treatment are password protected and will be submitted *via* electronic mail.

PRAYER

WHEREFORE, premises considered, Joint Applicants, LEYECO V and FDC MISAMIS, respectfully pray unto the Honorable Commission to:

1. **APPROVE** the **JOINT APPLICATION** authorizing LEYECO V to charge and collect the fees from its member-consumer-owners and **DIRECT** the retroactive application of the rates, terms, and conditions of the EPSA for the entire term thereof; and

2. **TREAT** Annexes "V" to "DD" and the information contained therein as confidential and **DIRECT** their non-disclosure to persons other than the necessary officers and staff of this Honorable Commission in accordance with *Rule 4 of the Rules of Practice and Procedure*.

Other reliefs, just and equitable under the premises, are likewise prayed for.

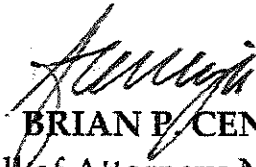
Pasig City, 25 March 2026.

Guzman Ceniza Law Office

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MCLE Compliance No. VIII- 0011670/ 08 August 2024



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MCLE Compliance No. VIII – 0011677/ 08 August 2024



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MCLE Compliance No. VIII -0026824/ 10 April 2025