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July 20, 2026

VIA ELECTRONIC FILING

Mr. Bernard Logan, Clerk
c/o Document Control Center
State Corporation Commission
Tyler Building – First Floor
1300 East Main Street
Richmond, Virginia 23219

Re: Joint Petition of Dominion Energy, Inc., Virginia Electric and Power Company, OSW Project LLC, WG Development Corp., CS Holdco, LLC, and NextEra Energy, Inc. for approval of a disposition and acquisition of control of a public utility pursuant to Chapter 5 of Title 56 of the Code of Virginia
Case No. PUR-2026-00112

Dear Mr. Logan:

Please find enclosed the Motion to Deem Petition Incomplete Pursuant to Va. Code § 56-88.1 on behalf of Clean Virginia for filing in the above-referenced proceeding.

Thank you for filing this document in the appropriate manner. Please do not hesitate to contact me should you have any questions or need anything further.

Regards,

/s/ Gregory D. Habeeb

Gregory D. Habeeb
GENTRY LOCKE

Enclosure

cc: Certificate of Service (via email)

COMMONWEALTH OF VIRGINIA
BEFORE THE
STATE CORPORATION COMMISSION

JOINT PETITION OF	)	
	)	
DOMINION ENERGY, INC.,	)	
VIRGINIA ELECTRIC AND POWER COMPANY,	)	
OSW PROJECT LLC, WG DEVELOPMENT CORP.,	)	
CS HOLDCO, LLC and NEXTERA ENERGY, INC.	)	
	)	CASE NO. PUR-2026-00112
For approval of a disposition and acquisition of control	)	
of a public utility pursuant to Chapter 5 of Title 56	)	
of the Code of Virginia	)	

MOTION TO DEEM PETITION INCOMPLETE
PURSUANT TO VA. CODE § 56-88.1
AND FOR EXPEDITED TREATMENT

Pursuant to Rule 5 VAC 5-20-110 of the Rules of Practice and Procedure of the State Corporation Commission ("Commission") and Va. Code §§ 56-88, *et seq.*, Clean Virginia respectfully moves the Commission to deem the Petition filed in this proceeding incomplete within the meaning of Va. Code § 56-88.1(A)(2), to identify the information the Joint Petitioners must file to complete it, and to confirm that the statutory review period does not commence until a completed application is on file. Because every day of uncertainty on these questions consumes the limited time the General Assembly has allotted for review, Clean Virginia further requests expedited treatment of this Motion. In support, Clean Virginia states as follows:

INTRODUCTION AND BACKGROUND

On July 15, 2026, Dominion Energy, Inc. ("Dominion"), Virginia Electric and Power Company ("Dominion Energy Virginia"), OSW Project LLC ("ProjectCo"), WG Development Corp. ("WG Development"), CS Holdco, LLC ("CS Holdco"), and NextEra Energy, Inc. ("NextEra") (collectively, the "Joint Petitioners") filed with the Commission a petition for approval of the disposition and acquisition of control of Dominion Energy Virginia and its affiliate, ProjectCo., pursuant to Va. Code §§ 56-88, *et seq.* (the "Petition").

The transaction the Petition describes would be the largest utility merger in the history of the United States. It transfers total control of Virginia's largest electric utility, and the essential service on which millions of Virginians depend, from a Virginia-based company subject to this Commission's comprehensive jurisdiction to an out-of-state holding company over which the Commission has no present jurisdiction. The consideration includes a 23.1% acquisition premium worth approximately $12.5 billion to Dominion's shareholders. Nothing like this transaction has ever been filed with this Commission.

The Commission has ample reason to be skeptical about this transaction. Over the past twenty-five years, NextEra has attempted numerous acquisitions of utilities outside its home state of Florida, and most of those attempts have failed—some rejected by state regulators after full review, others abandoned amid reported concerns over finances, governance, and the acquisition process itself. The recurring grounds on which regulators and counterparties have turned NextEra away are the very subjects this Commission must examine under § 56-90.

The General Assembly prescribes the procedure for reviewing such a transaction. Under Va. Code § 56-88.1(A)(2), the Commission must approve or disapprove the proposed acquisition and disposition within 60 days of "the filing of a completed application," a period the Commission may extend by no more than an additional 120 days. At the absolute maximum, then, the Commission has 180 days, or six months, from the filing of a completed application to enter a final order. If the Commission fails to act within the applicable period, the application "shall be deemed approved."

Six months may sound like ample time. It is not. As the Commission is aware, within that window, notice must issue and interested parties must intervene; the Commission's Staff must conduct its investigation of the largest utility transaction ever presented to an American regulator and prepare testimony; respondents must conduct discovery and file their own testimony; the Joint Petitioners must file rebuttal; pretrial motions must be resolved; an evidentiary hearing must be convened and concluded; the record must be briefed; and the Commission must deliberate, then draft a complex final order that will be tested on judicial review. The Staff's evaluative role is central to that process, and the Staff—like every other participant—can perform its function only on the basis of the information the Joint Petitioners place before it. In this proceeding, that information is inadequate.

The inadequacy of the Petition was foreseeable—and foreseen. On July 6, 2026, nine days before the Petition was filed, the Lieutenant Governor of Virginia wrote to the Commission urging it to direct the Joint Petitioners not to submit their application until they had answered, within the application itself or in accompanying pre-filed direct testimony, sixty-four questions across eleven categories: the transaction's purposes and goals; its form and terms; transaction and transition costs; capital structure and finance costs; acquisition cost; risks of harms; assertions of benefits; corporate structure and governance; effects on competition; the proposed "bill credits"; and the parties' merger-and-acquisition history. The Lieutenant Governor described those questions as "fundamental inquiries that any party, or the Commission staff, would naturally ask," and cautioned that unless they were answered before the application triggered the rigid statutory review window, valuable time would be lost to discovery requests, discovery disputes, objections, and incomplete responses. In addition, the Commission Staff submitted twenty-eight pre-application questions to the Joint Petitioners.[1]

[1] *See* Exhibit A to the Petition.

That is why the clock should not start upon the filing of "an application," but upon the filing of "a *completed* application." It is vitally important not merely that an application be filed, but that a complete application be filed. There is no way for the Staff, for ratepayers, or for any participant to evaluate a transaction of this magnitude within 180 days unless the application is complete on day one. That is why the word "completed" exists in the Code, and this case—more than any case that has come before it—requires the Commission to give the word its intended effect. As demonstrated below, the Petition as filed is not a completed application.

LEGAL STANDARD

Va. Code § 56-88.1(A) provides that no person shall acquire control of "[a] public utility within the meaning of this chapter, or all of the assets thereof, without the prior approval of the Commission," and that "[a]ny person proposing an acquisition or disposition for which Commission approval is required by this section shall seek such approval pursuant to the procedure of § 56-90." Subsection (A)(2) supplies the timeline:

> The Commission shall, after the filing of a completed application, approve or disapprove the requested acquisition or disposition within 60 days. The 60-day period may be extended by Commission order for a period not to exceed an additional 120 days. The application shall be deemed approved if the Commission fails to act within 60 days or any extended period ordered by the Commission.

Va. Code § 56-90, in turn, prescribes both the required contents of the petition and the substantive finding the Commission must make. The petition "shall clearly summarize the object in view, the proposed procedure and the terms and conditions thereof." And the Commission may grant the petition only "[i]f and when the Commission, with or without hearing, shall be satisfied that adequate service to the public at just and reasonable rates will not be impaired or jeopardized by granting the prayer of the petition."

Read together, these provisions establish two clear propositions. First, the burden is on the petitioners to present a filing from which the Commission can affirmatively satisfy itself that adequate service at just and reasonable rates "will not be impaired or jeopardized." Second, the statutory review period begins only upon "the filing of a completed application."

ARGUMENT

I. The General Assembly Conditioned the Review Period on a "Completed Application," and It Is for the Commission to Decide When That Condition Is Satisfied.

Settled principles of statutory construction require that every word the General Assembly enacts be given effect; no word may be treated as surplusage. Section 56-88.1(B) does not run from the filing of an application. It runs from the filing of a *completed* application. The word "completed" therefore must do work: it distinguishes filings that trigger the statutory clock from filings that do not.

The division of responsibility under the statute is clear. It is up to the petitioner to decide what to file; it is up to the Commission to decide whether what was filed is complete. The Commission is charged with administering Chapter 5 of Title 56, and the determination of when a "completed application" has been filed—the event on which the Commission's own decisional deadline turns—lies squarely within the Commission's authority. The Joint Petitioners cannot be permitted to make that determination for the Commission simply by stamping a filing date on their submission.

II. A "Completed Application" Is One Containing the Information Necessary for the Commission and Its Staff to Make the Findings § 56-90 Requires.

The statute does not define "completed," but its meaning follows directly from the finding the Commission must make. A completed application is one that contains all of the information necessary for the Commission and its Staff to evaluate the transaction and to determine whether "adequate service to the public at just and reasonable rates will not be impaired or jeopardized." If a fact is necessary to that determination, its absence from the application necessarily renders the application incomplete. An application that is incomplete on submission cannot be made complete retroactively—not through intervenor discovery and subsequent testimony, and not through tribunal questioning during the hearing.

The shortcomings in the Petition include at least the following items, which will be discussed below:

1. The absence of facts on how NextEra will control Dominion's decisions
2. The assumption that only Dominion—not its competitors and not its large-load customers—will install all new transmission and generation infrastructure
3. The Joint Petitioners' reserved rights to abandon this transaction in favor of a more profitable one
4. The allocation of the 23.1%, $12.5 billion control premium 100% to Dominion's shareholders and 0% to Dominion's customers
5. The transaction's exposure of Dominion's customers to the risks of NextEra's nonutility businesses
6. The Joint Petitioners' offers of inducements unrelated to the transaction
7. The discriminatory "bill credits"
8. NextEra's past acquisition attempts
9. NextEra's future acquisitions

For each of those areas, it is legally impossible for the Commission to make an affirmative finding without the missing information. The missing materials are not only relevant, they are essential.

Tolerating the application's incompleteness now risks violating due process later. By withholding so many key facts, the Joint Petitioners force intervenors and the tribunal to consume much of the scarce six months using discovery and hearing time to fill the gaps. The discovery questions that we submit separately seek to start that process immediately. However, unless the Commission itself orders answers as part of a complete application, more scarce time will be consumed dealing with Joint Petitioners' failures to answer uncomfortable questions fully and forthrightly. The six months' inadequacy will become legally prejudicial to the intervenors.

Clean Virginia trusts that all parties share the goal of ensuring that the Commission and the public have full knowledge of all reasons for and possible effects of the transfer of control—total control—from a local utility over which the Commission has jurisdiction to a Florida holding company over which the Commission has no present jurisdiction.

III. The Petition Is Not a "Completed Application."

In each of the following areas, the Petition omits information without which neither the Staff nor the Commission can effectively evaluate the transaction, much less find that it "will not" impair or jeopardize adequate service at just and reasonable rates. The Commission should direct the Joint Petitioners to supplement the Petition in at least the following respects before deeming the application complete:

1. How NextEra will control Dominion's decisions.

The Petition seeks approval of a transfer of control, yet it does not identify who at NextEra will exercise that control, over which categories of Dominion decisions, subject to what limits, or for how long. Nor does it identify any category of decisions that NextEra commits not to control. The Petition's repeated assurances that decisions about Dominion's electric service will continue to be made by Dominion cannot be reconciled with the nature of the transaction itself, which by statutory definition transfers ultimate control to NextEra. The Commission thus remains uninformed about the fundamental question presented by this transfer-of-control transaction: Once Virginia's largest utility sells out to a Florida holding company, who will be in charge of what, and how will the individuals with control exercise that control? Without this information, the Commission cannot determine whether the transaction will impair or jeopardize adequate service and just-and-reasonable rates.

2. The basis for the assumption that Dominion alone will build all new transmission and generation infrastructure.

NextEra is paying the 23.1% premium, and the Dominion shareholders are agreeing to become NextEra shareholders, on the assumption that the combined company will have higher earnings than would the two companies remaining separate. The premise underlying that assumption appears to be that Dominion, and no one else, will be the sole entity that invests in, owns, and profits from all new transmission and generation infrastructure necessary to serve increases in Dominion's load. The Joint Petitioners' failure to make this assumption and premise clear, to quantify it, and to explain what will happen to the post-transaction entity's financial condition if the facts contradict the premise, makes this application incomplete.

First, the premise is not realistic because the universe of possible investors in that new infrastructure includes not only Dominion (acting under its obligation to serve) but also two well-financed groups: (a) the companies bringing the new demand (e.g., data centers and other industries); and (b) the competitive retail suppliers, who under Virginia law have a statutory right to compete with Dominion to serve high-load customers.

Second, the premise means that the post-transaction entity will have a bias against the new large-load customers' building and owning their own generation. That bias, if present implicitly in this application without acknowledgement or explanation, means that the NextEra-controlled Dominion will have incentive to discriminate against those self-generating companies, and Dominion's retail competitors, in the provision of interconnection and other essential services. The consequence of that discrimination is that Dominion's captive customers will be more at risk of stranded investment if the new load does not appear—or appears and then goes away. The Joint Petitioners' failure to address this risk makes the application incomplete.

Without full information on how the Joint Petitioners intend to guard against their bias, and on what Commission monitoring will be necessary—at what regulatory cost—to detect and penalize Dominion discrimination against its competitors, the Commission will not have an evidentiary basis for finding that the transaction "will not" impair or jeopardize the customers' ability to have adequate service at rates that are just and reasonable.

3. The parties' reserved rights to abandon this transaction in favor of a more profitable one.

Dominion states that "[w]e entered into this combination because it will allow us to serve our customers . . . even better than our already strong performance as a stand-alone company today."[2] There are two facts that contradict this customer-service premise.

First, each company independently reserved the right to walk away from this transaction if another transaction would profit them more. Specifically:

- Merger Agreement § 4.02 provides that if after the signing of the Merger Agreement but before closing, a different prospective acquirer (meaning, not NextEra) offers Dominion a transaction that, compared to the transaction with NextEra, is more beneficial to Dominion's shareholders, where Dominion's rejection would violate its fiduciary duty to its shareholders, Dominion may accept that transaction in place of its transaction with NextEra.

- Merger Agreement § 4.03 provides a comparable right to NextEra. It provides that if after the signing of the Merger Agreement but before closing, NextEra receives an offer to have a defined portion of its business acquired by an entity other than a Dominion affiliate, where that offer is more beneficial to NextEra's shareholders than NextEra's proposed transaction with Dominion, and where NextEra's rejection of that more favorable agreement would violate NextEra's fiduciary duty to its shareholders, NextEra may accept that transaction in place of its transaction with Dominion.

[2] Blue Direct at 5:21-23.

These two provisions make clear that each of the two companies can walk away if something better for the company appears. The absence of these important facts makes the application incomplete, because the Commission has no idea what specific circumstances might prompt either company to substitute its self-interest for the customer interest that the company claims to serve.

Second, the S-4 Proxy Statement suggests that Dominion's Board not only insisted on a premium before agreeing to sell, but also insisted on a premium exceeding the one initially offered by NextEra.[3] Dominion does not explain why, if the purpose of the transaction was to benefit consumers, the company was not willing to be acquired in return for producing that benefit alone—but instead was apparently willing to forgo any benefit to customers if it did not get the premium that it wanted. The absence of that explanation leaves the Commission unable to determine what was the real motivation for this transaction, and thus unable to accept Mr. Blue's under-oath insistence that Dominion did it for "the customers."

4. The allocation of the 23.1%, $12.5 billion control premium entirely to Dominion's shareholders.

In return for transferring total control of Dominion to NextEra, Dominion's current shareholders will receive a quantity of NextEra shares that amount to a 23.1% premium over the

[3] The premium under discussion by the parties moved from 20.2% (October 2025) to 22.3% (March 2026) to a final 23.1% (measured against the May 15, 2026 closing price, and excluding the $360 million). See the S-4 at 70 (20.2%), 75 (22.3%), 88 (23.1%).

Dominion stock trading price. That premium is worth $12.5 billion.[4] This control premium reflects, at least in substantial part, the value of a government-granted, government-protected franchise serving largely captive customers.

The Petition and the witnesses say nothing about the premium, making it impossible for the Commission to find that the consideration for the transaction is consistent with just and reasonable rates. For if the rates resulting from the transaction don't reflect the customers' appropriate share of the premium, based on their relative contribution to the underlying value, the transaction will have impaired, jeopardized, or both, the customers' right to be charged rates that are just and reasonable. The Petition offers no evidence of the relative contributions of shareholders, customers, and the Commonwealth to the value the premium represents, and no justification for allocating the entire gain to shareholders and none to customers. Without that evidence, the Commission has no factual basis on which to find that the very consideration for the transaction is consistent with just and reasonable rates.

5. The transaction's exposure of Dominion's customers to the risks of NextEra's nonutility businesses.

The transaction increases Dominion customers' exposure to the risks of NextEra's nonutility businesses. The Petition, however, contains no description of the risks, no quantification of the risks, and no solution to the risks. Instead, it repeats the mantra that they will not reflect

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[4] The $12.5 billion figure comes from this math (all figures as of May 15, 2026, the last pre-announcement trading day):

- NextEra's closing price: $93.35.
- NextEra's offer for a Dominion share: 0.8138 x NextEra share = 0.8138 x $93.35 = $75.97.
- Dominion's trading price: $61.73.
- Premium per share: $75.97 – 61.73 = $14.24.
- Dominion shares outstanding: 879,512,484 (Dominion's Form 425).
- Total premium: $14.24 x 879,512,484 = $12,524,257,772.

those risks in rates. That mantra is circular, because it amounts to "there will be no risk in rates because we say there will be no risk in rates."

The Joint Petitioners say nothing about what methodology they will use to guarantee the insulation of rates from risk. They do not acknowledge the professional consensus that no insulation methodology is foolproof. They have failed, therefore, to give the Commission the evidentiary basics necessary to make the required statutory findings that the increased exposure of Dominion's customers to nonutility businesses "will not" impair or jeopardize service and rates.

6. The basis for considering inducements unrelated to the transaction.

To gain support for this transaction, the Joint Petitioners have offered inducements unconnected to the transaction. Examples are, without limitation, "bill credits" and charitable contributions. The problem here is not merely incompleteness of the application, but also irrelevance to the transaction. As a matter of utility substantive law and evidence law, the Commission must require the Petition to exclude these irrelevancies. There are at least two distinct reasons.

First, the statute requires that the Commission "be satisfied that adequate service to the public at just and reasonable rates will not be impaired or jeopardized by granting the prayer of the petition." The Petition is a petition for approval of a transaction. The inducements offered here do not arise from the transaction; they arise from regulatory strategy designed to win approval of the transaction. They are funded by shareholders, not by efficiencies arising from the coupling of two holding companies. These items being unrelated to the transaction, the Commission cannot lawfully consider them as part of the transaction. They must come out of the application and testimony.

Second, the statute requires the Commission to determine whether the transaction "will not" impair or jeopardize "adequate service to the public at just and reasonable rates." The phrase "will not" is an absolute statement. If there is any impairment or risk of impairment (that risk being "jeopardy"), the case is over. There is no statutory role for an offset to impairment or jeopardy. Bill credits and charitable contributions don't change the transactional characteristics that might cause impairment or jeopardy. They are, therefore, irrelevant.

7. The mismatch between the duration of the bill credits and the duration of the transaction's risks.

The proposed bill credits last two years. The transaction's effects on Dominion's customers—and its risks—last indefinitely (or until another acquirer arrives to acquire the NextEra that acquired Dominion). The Petition provides no explanation of, or justification for, the mismatch between the brief period in which the credits would benefit customers and the unlimited period in which the transaction's risks would affect them. Without that explanation, the Commission cannot evaluate what the credits are worth, whom they benefit, or what they are offered to accomplish.

8. NextEra's past acquisition attempts.

The Petition provides no information about NextEra's prior attempts to acquire other utilities, no acknowledgment that many attempts have failed since 2001, and no explanation of why. Two of those failures followed full regulatory review, on grounds that speak directly to the findings this Commission must make, including in Hawai`i (2016) and Texas (2017). NextEra's history bears directly on matters the Commission must evaluate: the motivations underlying the present transaction, and the features of NextEra's transaction design and regulatory approach that have affected the outcomes of its prior efforts and which could very well impair or jeopardize providing service at just and reasonable rates.

9. NextEra's future acquisitions.

The Petition is silent on NextEra's future acquisitions; it thus proposes no limits on them. After acquiring Dominion, NextEra would remain free to acquire other companies of any kind, at any time, anywhere—and under current statutes the Commission's authority over those future acquisitions is at best unclear. Yet the Commission is asked to find that placing Dominion Energy Virginia within a holding company subject to no acquisition limits "will not" impair or jeopardize adequate service at just and reasonable rates, without any information about the criteria NextEra will apply to future acquisitions, the limits it will observe, or the enforceable protections that would shield Dominion's customers from the consequences of a future acquisition that fails.

Without information on those future acquisitions, including without limitation the criteria that NextEra will apply and the appetite limits that NextEra will self-impose, along with a clear-eyed statement of acquisition risks and enforceable protections that eliminate (not mitigate; eliminate) those risks, the Commission cannot evaluate this Petition.

IV. The Commission Should Deem the Petition Incomplete, Identify the Required Information, and Confirm That the Statutory Period Runs from the Filing of a Completed Application.

The Petition asks the Commission to evaluate what would be the largest utility merger in the history of the United States and to issue a final order within, at most, 180 days. That is a tall order under the best of circumstances. It is an impossible one if the review period begins before the Joint Petitioners have supplied the information the Commission and its Staff need to do their jobs. The Joint Petitioners have not given the Commission what it needs; the Commission should tell them what that is. Clean Virginia therefore respectfully requests that the Commission (i) deem the Petition incomplete under Va. Code § 56-88.1(A)(2); (ii) direct the Joint Petitioners to supplement the Petition with the information identified in Part III above; and (iii) confirm that the

60-day period prescribed by § 56-88.1(A)(2), and any extension of it, will commence only upon the Commission's determination that a completed application has been filed.

Expedited treatment of this Motion is warranted. If the Joint Petitioners contend that the statutory period began to run on July 15, 2026, then every day this threshold question remains open consumes review time the statute makes scarce and the deemed-approval provision makes precious. Clean Virginia respectfully requests that the Commission establish an expedited schedule for responses to this Motion and resolve it at the earliest practicable date.

CONCLUSION

For the foregoing reasons, Clean Virginia respectfully requests that the Commission grant this Motion, deem the Petition incomplete pursuant to Va. Code § 56-88.1, direct the Joint Petitioners to file the information necessary to complete their application, confirm that the statutory review period commences upon the filing of a completed application, and grant such other relief as the Commission deems just and proper.

Respectfully submitted,

CLEAN VIRGINIA

By: *<u>/s/ Gregory D. Habeeb</u>*

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CERTIFICATE OF SERVICE

I hereby certify that the following have been served with a true and accurate copy of the foregoing via electronic mail:

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DATED: July 20, 2026

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