

191 FERC ¶ 61,144  
UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Mark C. Christie, Chairman;  
David Rosner, Lindsay S. See,  
and Judy W. Chang.

GenOn Holdings, Inc.

Docket No. IN25-3-000

ORDER APPROVING STIPULATION AND CONSENT AGREEMENT

(Issued May 20, 2025)

1. The Commission approves the attached Stipulation and Consent Agreement (Agreement) between the Office of Enforcement (Enforcement) and GenOn Holdings, Inc. (GenOn). This order is in the public interest because the Agreement resolves on fair and equitable terms Enforcement's investigation (Investigation) under Part 1b of the Commission's regulations, 18 C.F.R. Part 1b (2024), into whether GenOn violated the PJM Interconnection, LLC (PJM) Open Access Transmission Tariff (Tariff) and PJM's Amended and Restated Operating Agreement (Operating Agreement), or any Commission regulations while participating in the PJM energy markets on certain days between August 2021 and March 2022 (the Relevant Period).

2. GenOn stipulates to the facts set forth in Section II of the Agreement, but neither admits nor denies the alleged violations in Section III of the Agreement. GenOn agrees to (a) pay a civil penalty of \$390,000 to the United States Treasury; (b) disgorge \$172,306, plus interest, to PJM; and (c) provide compliance monitoring reports to Enforcement as provided in the Agreement.

**I. Facts**

3. During the Relevant Period, GenOn owned and operated a number of generating facilities in the PJM footprint, including the eight Relevant Units that were the subject of Enforcement's Investigation. The Relevant Units are: ME HUNTERSTOWN 1 CT, ME HUNTERSTOWN 2 CT, ME TITUS – SOUTH READING 5 CT, ME PORTLAND 3 CT, ME PORTLAND 5 CT, ME TOLNA 2 CT, PN WARREN 3 CT, and FE NILES CTA.

4. PJM administers a capacity market in which eligible resources participate in a series of auctions to provide a certain number of megawatts of capacity for a delivery year in the future. A resource whose capacity clears these auctions commits to certain

obligations spelled out in the PJM Tariff and PJM Operating Agreement in exchange for a monthly capacity payment.

5. One obligation, referred to as the “must offer requirement,” requires that PJM capacity resources offer their available capacity into PJM’s energy markets. Specifically, as set forth in Attachment K, Appendix, § 1.10.1A(d) of the PJM Tariff, a resource must offer into the PJM energy markets its full Installed Capacity (ICAP) equivalent of its cleared Unforced Capacity (UCAP) commitment, unless the resource declares an outage or derate.<sup>1</sup>

6. The same obligation is set forth in Schedule 1 § 1.10.1A(d) of the PJM Operating Agreement.

7. Prior to the 2021-2022 Capacity Delivery Year (which ran from June 1, 2021 to May 31, 2022), GenOn requested increases in the Capacity Interconnection Rights (CIRs) for twenty-five of its units, including the Relevant Units. PJM approved those increases in June 2020. CIRs provide capacity resources with the right to input specified quantities of generation into the PJM transmission system at their point of interconnection. With their updated (higher) capacity ratings, twenty-five of GenOn’s PJM units, including the Relevant Units, participated in and cleared PJM capacity auctions for the 2021/2022 Delivery Year.

8. On July 27, 2021 (about two months into the 2021/2022 Delivery Year), PJM’s Independent Market Monitor (IMM) informed GenOn that twenty-five of its PJM units, including the Relevant Units, were not being offered into the PJM energy market consistent with their updated (higher) ICAP Obligations,<sup>2</sup> noting an aggregate supply offer shortfall of 65 MW for the July 28 operating day. The IMM requested that GenOn correct the discrepancies as soon as possible. That same day, GenOn responded to the IMM that it would work immediately to implement the changes.

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<sup>1</sup> UCAP is the “megawatt value of a capacity resource in the PJM Capacity Market. For generating unit[s], the unforced capacity value is equal to installed capacity of unit multiplied by (1- unit’s EFORD).” See “PJM Glossary,” *PJM*, [https://www.pjm.com/Glossary#index\\_U](https://www.pjm.com/Glossary#index_U) (last accessed April 24, 2025). ICAP is a “megawatt value based on the summer net dependable capability of a unit and within the capacity interconnection right limits of the bus to which it is connected.” *Id.*, [https://www.pjm.com/Glossary#index\\_I](https://www.pjm.com/Glossary#index_I) (last accessed April 24, 2025).

<sup>2</sup> “ICAP Obligation” refers to a MW quantity – the ICAP equivalent of a unit’s cleared UCAP commitment. PJM’s must offer requirement is a requirement to offer a unit’s ICAP Obligation into the PJM Energy markets.

9. On September 9, 2021, the IMM contacted GenOn again and informed the company that several of its units, including some of the Relevant Units, continued to offer below their ICAP Obligation. GenOn corrected the offers for the Relevant Units so they complied with the must offer requirement on September 11, 2021; these offers for the remaining 17 units had been corrected between July 30 and September 8, 2021.
10. In all instances, GenOn's offers below its ICAP Obligations resulted from the inaccurate daily spreadsheet offer templates that the Relevant Units used to communicate offer parameters to PJM. GenOn did not update these offer templates by the beginning of the capacity delivery year (June 1, 2021) to reflect the additional capacity these units cleared in the capacity auction as a result of their increased CIRs.
11. After September 11, 2021, three of the Relevant Units reverted back to offering below their ICAP Obligations. After having initially corrected the offer templates for these units, GenOn witnesses testified that administrative oversights at GenOn led these units to return to using outdated offer templates (which resulted in submitting offers below their ICAP Obligations). The last of these three units began submitting correct offers on March 2, 2022.
12. As a result of the supply offer shortfalls, GenOn offered Economic Maximum (EcoMax)<sup>3</sup> and Emergency Maximum (EmerMax)<sup>4</sup> values below the units' ICAP Obligations. In PJM, the EcoMax and EmerMax parameters of a capacity resource's offers should equal or exceed that resource's ICAP Obligation (with limited exceptions not applicable here).
13. The average hourly supply offer shortfalls for the Relevant Units ranged from approximately 1 MW to 6 MW per unit.
14. Enforcement opened the Investigation upon receiving a referral from PJM's IMM.
15. GenOn fully cooperated with Enforcement during the Investigation.

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<sup>3</sup> Under the PJM Tariff, EcoMax is "the highest incremental MW output level, submitted to PJM market systems by a Market Participant, that a unit can achieve while following economic dispatch." PJM Tariff, Definitions – E - F (2021).

<sup>4</sup> The EmerMax parameter represents the maximum output of energy the unit can produce and still maintain a stable level of operation. See "PJM Glossary," *PJM*, [https://www.pjm.com/Glossary#index\\_E](https://www.pjm.com/Glossary#index_E) (last accessed April 24, 2025).

## II. VIOLATIONS

16. Enforcement determined that during the Relevant Period, GenOn violated provisions of the PJM Tariff, PJM Operating Agreement, and 18 C.F.R. §§ 35.41(a)-(b) by failing to offer and schedule the Relevant Units consistent with the PJM Tariff and Operating Agreement.

17. Attachment K, Appendix, § 1.10.1A(d) of the PJM Tariff provides that, “Market Sellers owning or controlling the output of a Generation Capacity Resource . . . that has not been rendered unavailable by a Generator Planned Outage, a Generator Maintenance Outage, or a Generator Forced Outage shall submit offers for the available capacity of such Generation Capacity Resource.”<sup>5</sup> This Tariff section further requires, that “[s]uch offers shall be based on the ICAP equivalent of the Market Seller’s cleared UCAP capacity commitment . . . .”<sup>6</sup>

18. Schedule 1, § 1.10.1A(d) of the PJM Operating Agreement uses identical language contained in the PJM Tariff section quoted above to impose the same requirements.<sup>7</sup>

19. Enforcement determined that GenOn violated Attachment K, Appendix, § 1.10.1A(d) of the PJM Tariff and Schedule 1, § 1.10.1A(d) of the PJM Operating Agreement during the Relevant Period when it failed to offer the full ICAP Obligation of the Relevant Units into PJM’s energy markets. Enforcement found these eight units continued to offer below their ICAP Obligation even after having been alerted to the issue by the IMM in July 2021. Because these eight units were using inaccurate daily spreadsheet offer templates to communicate offer parameters to PJM, GenOn offered EcoMax and EmerMax values below the units’ ICAP Obligations in violation of the PJM Tariff and Operating Agreement.

20. Enforcement also found that, during the Relevant Period, the GenOn employees who were in communication with the IMM about the inaccurate daily spreadsheet offer templates understood GenOn’s obligations under PJM’s must offer requirements, as outlined in the PJM Tariff and PJM Operating Agreement.

21. By finding that GenOn violated the PJM Tariff and Operating Agreement as described above, Enforcement determined that this same conduct violates 18 C.F.R.

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<sup>5</sup> PJM Tariff, Attachment K, Appendix, § 1.10.1A(d) (Day-ahead and Real-time Energy Market Scheduling).

<sup>6</sup> *Id.*

<sup>7</sup> *See* PJM Operating Agreement, Schedule 1, § 1.10.1A(d) (Day-ahead and Real-time Energy Market Scheduling).

§ 35.41(a), the Commission's Market Behavior Rule on Unit Operation. This provision requires that Sellers in Commission-approved organized markets, "... operate and schedule generating facilities, undertake maintenance, declare outages, and commit or otherwise bid supply in a manner that complies with the Commission-approved rules and regulations of the applicable market." 18 C.F.R. § 35.41(a) (2024).

22. By finding that GenOn violated the PJM Tariff and Operating Agreement as described above, Enforcement also determined that GenOn violated 18 C.F.R. § 35.41(b), the Commission's Market Behavior Rule on Communications. This provision requires that Sellers in Commission-approved organized markets, "provide accurate and factual information and not submit false or misleading information, or omit material information, in any communication with the Commission, Commission-approved market monitors, Commission-approved regional transmission organizations, Commission-approved independent system operators, or jurisdictional transmission providers, unless Seller exercises due diligence to prevent such occurrences." 18 C.F.R. § 35.41(b) (2024). The PJM Tariff and Operating Agreement violations Enforcement found, described above, involved GenOn's submission of inaccurate or misleading information to PJM.

### **III. Stipulation and Consent Agreement**

23. Enforcement and GenOn have resolved the Investigation by means of the attached Agreement.

24. GenOn stipulates to the facts set forth in Section II of the Agreement, but neither admits nor denies the violations described in Section III of the Agreement.

25. GenOn agrees to pay a civil penalty of \$390,000 to the United States Treasury.

26. GenOn agrees to pay \$172,306, plus interest, in disgorgement to PJM.

27. GenOn agrees to submit an annual compliance monitoring report to Enforcement for one year with the second year at Enforcement's discretion.

### **IV. Determination of Appropriate Remedies and Sanctions**

28. In recommending the appropriate remedy, Enforcement considered the factors described in the Revised Policy Statement on Penalty Guidelines,<sup>8</sup> including that GenOn cooperated with Enforcement during the Investigation.

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<sup>8</sup> *Enforcement of Statutes, Orders, Rules, and Regulations*, Revised Policy Statement on Penalty Guidelines, 132 FERC ¶ 61,216 (2010).

29. The Commission concludes that the Agreement is a fair and equitable resolution of the matters concerned and is in the public interest, as it reflects the nature and seriousness of the conduct and recognizes the specific considerations stated above and in the Agreement.

30. The Commission also concludes that GenOn's civil penalty is consistent with the Revised Policy Statement on Penalty Guidelines.<sup>9</sup>

31. The Commission directs GenOn to make the civil penalty payment and disgorgement as required by the Agreement within twenty days after the Effective Date of the Agreement.

32. The Commission directs PJM to allocate the disgorgement funds as set forth in the Agreement.

The Commission orders:

The attached Stipulation and Consent Agreement is hereby approved without modification.

By the Commission.

( S E A L )

Debbie-Anne A. Reese,  
Secretary.

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<sup>9</sup> *Id.*

**UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION**

GenOn Holdings, Inc.

Docket No. IN25-3-000

**STIPULATION AND CONSENT AGREEMENT**

**I. INTRODUCTION**

1. The Office of Enforcement (Enforcement) of the Federal Energy Regulatory Commission (Commission) and GenOn Holdings, Inc. (GenOn) enter into this Stipulation and Consent Agreement (Agreement) to resolve a nonpublic, preliminary investigation (the Investigation) conducted by Enforcement pursuant to Part 1b of the Commission's regulations, 18 C.F.R. Part 1b (2024). The Investigation examined whether GenOn, through the offering of eight of its generating units (Relevant Units), violated the PJM Interconnection, L.L.C. (PJM) Open Access Transmission Tariff (Tariff), PJM's Amended and Restated Operating Agreement (Operating Agreement), or Commission regulations between August 2021 and March 2022 (the Relevant Period).

2. GenOn stipulates to the facts in Section II, but neither admits nor denies the alleged violations in Section III. GenOn agrees to: (a) pay a civil penalty of \$390,000 to the United States Treasury; (b) disgorge \$172,306, plus interest, to PJM; and (c) provide compliance monitoring reports to Enforcement as provided more fully below.

**II. STIPULATIONS**

Enforcement and GenOn hereby stipulate and agree to the following facts.

3. During the Relevant Period, GenOn owned and operated a number of generating facilities in the PJM footprint, including the eight Relevant Units that were the subject of Enforcement's Investigation. The Relevant Units are: ME HUNTERSTOWN 1 CT, ME HUNTERSTOWN 2 CT, ME TITUS – SOUTH READING 5 CT, ME PORTLAND 3 CT, ME PORTLAND 5 CT, ME TOLNA 2 CT, PN WARREN 3 CT, and FE NILES CTA.

4. PJM administers a capacity market in which eligible resources participate in a series of auctions to provide a certain number of megawatts of capacity for a delivery year in the future. A resource whose capacity clears these auctions commits to certain obligations spelled out in the PJM Tariff and PJM Operating Agreement in exchange for a monthly capacity payment.

5. One obligation, referred to as the "must offer requirement," requires that PJM

capacity resources offer their available capacity into PJM's energy markets. Specifically, as set forth in Attachment K, Appendix, § 1.10.1A(d) of the PJM Tariff, a resource must offer into the PJM energy markets its full Installed Capacity (ICAP) equivalent of its cleared Unforced Capacity (UCAP) commitment, unless the resource declares an outage or derate.<sup>1</sup>

6. The same obligation is set forth in Schedule 1 § 1.10.1A(d) of the PJM Operating Agreement.

7. Prior to the 2021-2022 Capacity Delivery Year (which ran from June 1, 2021 to May 31, 2022), GenOn requested increases in the Capacity Interconnection Rights (CIRs) for twenty-five of its units, including the Relevant Units. PJM approved those increases in June 2020. CIRs provide capacity resources with the right to input specified quantities of generation into the PJM transmission system at their point of interconnection. With their updated (higher) capacity ratings, twenty-five of GenOn's PJM units, including the Relevant Units, participated in and cleared PJM capacity auctions for the 2021/2022 Delivery Year.

8. On July 27, 2021 (about two months into the 2021/2022 Delivery Year), PJM's Independent Market Monitor (IMM) informed GenOn that twenty-five of its PJM units, including the Relevant Units, were not being offered into the PJM energy market consistent with their updated (higher) ICAP Obligations,<sup>2</sup> noting an aggregate supply offer shortfall of 65 MW for the July 28 operating day. The IMM requested that GenOn correct the discrepancies as soon as possible. That same day, GenOn responded to the IMM that it would work immediately to implement the changes.

9. On September 9, 2021, the IMM contacted GenOn again and informed the company that several of its units, including some of the Relevant Units, continued to offer below their ICAP Obligation. GenOn corrected the offers for the Relevant Units so they complied with the must offer requirement on September 11, 2021; these offers for the remaining 17

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<sup>2</sup> "ICAP Obligation" refers to a MW quantity – the ICAP equivalent of a unit's cleared UCAP commitment. PJM's must offer requirement is a requirement to offer a unit's ICAP Obligation into the PJM Energy markets.



units had been corrected between July 30 and September 8, 2021.

10. In all instances, GenOn's offers below its ICAP Obligations resulted from the inaccurate daily spreadsheet offer templates that the Relevant Units used to communicate offer parameters to PJM. GenOn did not update these offer templates by the beginning of the capacity delivery year (June 1, 2021) to reflect the additional capacity these units cleared in the capacity auction as a result of their increased CIRs.

11. After September 11, 2021, three of the Relevant Units reverted back to offering below their ICAP Obligations. After having initially corrected the offer templates for these units, GenOn witnesses testified that administrative oversights at GenOn led these units to return to using outdated offer templates (which resulted in submitting offers below their ICAP Obligations). The last of these three units began submitting correct offers on March 2, 2022.

12. As a result of the supply offer shortfalls, GenOn offered Economic Maximum (EcoMax)<sup>3</sup> and Emergency Maximum (EmerMax)<sup>4</sup> values below the units' ICAP Obligations. In PJM, the EcoMax and EmerMax parameters of a capacity resource's offers should equal or exceed that resource's ICAP Obligation (with limited exceptions not applicable here).

13. The average hourly supply offer shortfalls for the Relevant Units ranged from approximately 1 MW to 6 MW per unit.

14. Enforcement opened the Investigation upon receiving a referral from PJM's IMM.

15. GenOn fully cooperated with Enforcement during the Investigation.

### III. VIOLATIONS

16. Enforcement determined that during the Relevant Period, GenOn violated provisions of the PJM Tariff, PJM Operating Agreement, and 18 C.F.R. §§ 35.41(a)-(b) by

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<sup>3</sup> Under the PJM Tariff, EcoMax is "the highest incremental MW output level, submitted to PJM market systems by a Market Participant, that a unit can achieve while following economic dispatch." PJM Tariff, Definitions – E - F (2021).

<sup>4</sup> The EmerMax parameter represents the maximum output of energy the unit can produce and still maintain a stable level of operation. See "PJM Glossary," PJM, [https://www.pjm.com/Glossary#index\\_E](https://www.pjm.com/Glossary#index_E) (accessed March 12, 2025).

failing to offer and schedule the Relevant Units consistent with the PJM Tariff and Operating Agreement.

17. Attachment K, Appendix, § 1.10.1A(d) of the PJM Tariff provides that, “Market Sellers owning or controlling the output of a Generation Capacity Resource . . . that has not been rendered unavailable by a Generator Planned Outage, a Generator Maintenance Outage, or a Generator Forced Outage shall submit offers for the available capacity of such Generation Capacity Resource.”<sup>5</sup> This Tariff section further requires, that “[s]uch offers shall be based on the ICAP equivalent of the Market Seller’s cleared UCAP capacity commitment . . . .”<sup>6</sup>

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19. Enforcement determined that GenOn violated Attachment K, Appendix, § 1.10.1A(d) of the PJM Tariff and Schedule 1, § 1.10.1A(d) of the PJM Operating Agreement during the Relevant Period when it failed to offer the full ICAP Obligation of the Relevant Units into PJM’s energy markets. Enforcement found these eight units continued to offer below their ICAP Obligation even after having been alerted to the issue by the IMM in July 2021. Because these eight units were using inaccurate daily spreadsheet offer templates to communicate offer parameters to PJM, GenOn offered EcoMax and EmerMax values below the units’ ICAP Obligations in violation of the PJM Tariff and Operating Agreement.

20. Enforcement also found that, during the Relevant Period, the GenOn employees who were in communication with the IMM about the inaccurate daily spreadsheet offer templates understood GenOn’s obligations under PJM’s must offer requirements, as outlined in the PJM Tariff and PJM Operating Agreement.

21. By finding that GenOn violated the PJM Tariff and Operating Agreement as described above, Enforcement determined that this same conduct violates 18 C.F.R. § 35.41(a), the Commission’s Market Behavior Rule on Unit Operation. This provision

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<sup>5</sup> PJM Tariff, Attachment K, Appendix, § 1.10.1A(d) (Day-ahead and Real-time Energy Market Scheduling).

<sup>6</sup> *Id.*

<sup>7</sup> See PJM Operating Agreement, Schedule 1, § 1.10.1A(d) (Day-ahead and Real-time Energy Market Scheduling).

requires that Sellers in Commission-approved organized markets, “. . . operate and schedule generating facilities, undertake maintenance, declare outages, and commit or otherwise bid supply in a manner that complies with the Commission-approved rules and regulations of the applicable market.” 18 C.F.R. § 35.41(a) (2024).

22. By finding that GenOn violated the PJM Tariff and Operating Agreement as described above, Enforcement also determined that GenOn violated 18 C.F.R. § 35.41(b), the Commission’s Market Behavior Rule on Communications. This provision requires that Sellers in Commission-approved organized markets, “provide accurate and factual information and not submit false or misleading information, or omit material information, in any communication with the Commission, Commission-approved market monitors, Commission-approved regional transmission organizations, Commission-approved independent system operators, or jurisdictional transmission providers, unless Seller exercises due diligence to prevent such occurrences.” 18 C.F.R. § 35.41(b) (2024). The PJM Tariff and Operating Agreement violations Enforcement found, described above, involved GenOn’s submission of inaccurate or misleading information to PJM.

#### **IV. REMEDIES AND SANCTIONS**

23. For purposes of settling any and all claims, civil and administrative disputes and proceedings arising from or related to GenOn’s conduct evaluated in Enforcement’s Investigation, GenOn agrees with the facts as stipulated in Section II of this Agreement, but it neither admits nor denies the violations described in Section III of this Agreement. GenOn further agrees to undertake the obligations set forth in the following paragraphs.

##### **A. Civil Penalty**

24. GenOn agrees to pay a civil penalty of \$390,000 to the United States Treasury, by wire transfer, within twenty days after the Effective Date of this Agreement, as defined herein.

##### **B. Disgorgement**

25. GenOn agrees to pay disgorgement within twenty days of the Effective Date of this Agreement to PJM in the amount of \$172,306, plus interest, to be allocated by PJM in its discretion for the benefit of PJM customers and upon approval by Enforcement of PJM’s plan for doing so.

### **C. Compliance**

26. GenOn shall submit an annual compliance monitoring report to Enforcement one year after the Effective Date of the Agreement. This compliance monitoring report shall be submitted no later than 30 days after the end of the one-year reporting period that follows the Effective Date of the Agreement. After the receipt of that report, Enforcement may, at its sole discretion, require GenOn to submit an annual report for one additional year. If a second compliance monitoring report is required, it shall be due one year after the first compliance monitoring report was submitted.

27. Each compliance monitoring report shall: (1) describe all compliance measures and procedures GenOn instituted or modified during the prior year related to its participation in FERC-jurisdictional markets; (2) identify any known violations subject to the Commission's jurisdiction that occurred during the prior year, including a description of the nature of the violation and what steps were taken to rectify the situation; and (3) describe all Commission-related compliance training that it administered during the prior year, including the dates such training occurred, the topics covered, and the procedures used to confirm which personnel attended.

28. Each compliance monitoring report shall also include an affidavit executed by an officer of GenOn stating that it is true and accurate to the best of his/her knowledge.

29. Upon request by Enforcement, GenOn shall provide to Enforcement documentation supporting the contents of its reports.

### **V. TERMS**

30. The "Effective Date" of this Agreement shall be the date on which the Commission issues an order approving this Agreement without material modification. When effective, this Agreement shall resolve the matters specifically addressed herein that arose on or before the Effective Date as to GenOn and any affiliated entity, and their respective agents, officers, directors, or employees, both past and present.

31. Commission approval of this Agreement without material modification shall release GenOn and forever bar the Commission from holding GenOn, any affiliated entity, any successor in interest, and their respective agents, officers, directors, or employees, both past and present, liable for any and all administrative or civil claims arising out of the conduct covered by the Investigation, including conduct addressed and stipulated to in this Agreement, which occurred on or before the Agreement's Effective Date.

32. Failure by GenOn to make the disgorgement or civil penalty payments, or to comply with the compliance obligations agreed to herein, or any other provision of this Agreement, shall be deemed a violation of a final order of the Commission issued pursuant to the Federal Power Act (FPA), 16 U.S.C. § 792, *et seq.*, and may subject GenOn to additional action under the enforcement provisions of the FPA.

33. If GenOn does not make the required civil penalty and disgorgement payments described above within the times agreed by the parties, interest will be calculated pursuant to 18 C.F.R. § 35.19a(a)(2)(iii)(A), (B) from the date that payments are due, in addition to the penalty specified above and any other enforcement action and penalty that the Commission may take or impose.

34. This Agreement binds GenOn and its agents, successors, and assignees. This Agreement does not create any additional or independent obligations on GenOn, or any affiliated entity, its agents, officers, directors, or employees, other than the obligations identified in this Agreement.

35. The signatories to this Agreement agree that they enter into the Agreement voluntarily and that, other than the recitations set forth herein, no tender, offer or promise of any kind by any member, employee, officer, director, agent or representative of Enforcement or GenOn has been made to induce the signatories or any other party to enter into the Agreement.

36. Unless the Commission issues an order approving the Agreement in its entirety and without material modification, the Agreement shall be null and void and of no effect whatsoever, and neither Enforcement nor GenOn shall be bound by any provision or term of the Agreement, unless otherwise agreed to in writing by Enforcement and GenOn.

37. In connection with the civil penalty provided for herein, GenOn agrees that the Commission's order approving the Agreement without material modification shall be a final and non-appealable order assessing a civil penalty under section 316A(b) of the FPA, 16 U.S.C. § 825o-1(b). GenOn waives findings of fact and conclusions of law, rehearing of any Commission order approving the Agreement without material modification, and judicial review by any court of any Commission order approving the Agreement without material modification.

38. This Agreement can be modified only if in writing and signed by Enforcement and GenOn, and any modifications will not be effective unless approved by the Commission.

39. Each of the undersigned warrants that he or she is an authorized representative of

the entity designated, is authorized to bind such entity, and accepts the Agreement on the entity's behalf.

40. The undersigned representative of GenOn affirms that he has read the Agreement, that all of the matters set forth in the Agreement are true and correct to the best of his knowledge, information and belief, and that he understands that the Agreement is entered into by Enforcement in express reliance on those representations.

41. This Agreement is executed in duplicate, each of which so executed shall be deemed to be an original.

Agreed to and Accepted:

JANEL  
BURDICK

Digitally signed by  
JANEL BURDICK  
Date: 2025.05.19  
08:47:18 -04'00'

Janel Burdick  
Director, Office of Enforcement  
Federal Energy Regulatory Commission



Neil L. Levy  
Counsel for GenOn Holdings, Inc.

Date: May 19, 2025

Date: April 2, 2025

Document Content(s)

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