

OFFICE OF TAX APPEALS
STATE OF CALIFORNIA

In the Matter of the Appeal of:)	OTA Case No.: 250522164
HANWHA Q CELLS AMERICA, INC.,)	CDTFA Case ID: 2-378-195
dba Q Cells)	
)	
)	

OPINION

Representing the Parties:

For Appellant:	Alec Smith, Representative Atul Raj, Representative
For Respondent:	Kevin B. Smith, Attorney

M. GEARY, Administrative Law Judge: Pursuant to Revenue and Taxation Code (R&TC) section 6901, Hanwha Q Cells America, Inc. dba Q Cells (appellant) appeals a decision issued by the California Department of Tax and Fee Administration (respondent) denying appellant’s August 24, 2020 claim for refund of \$198,990.99 for the period January 1, 2018, through September 30, 2019 (claim period).¹

Appellant waived the right to an oral hearing and submitted the matter to the Office of Tax Appeals (OTA) on the written record pursuant to California Code of Regulations, title 18, (Regulation) section 30209(a).

ISSUE

Should appellant’s claim for refund be granted?

FACTUAL FINDINGS

- Appellant manufactures and sells solar power systems (solar facilities) in California. These solar facilities include the following tangible personal property (TPP): solar panels that capture sunlight to generate direct current (DC) electricity, inverters that convert the DC electricity into alternating current electricity; in some cases, storage

¹ In addition to the first decision issued on June 30, 2022, respondent issued three supplemental decisions: one on May 15, 2023, which denied appellant’s claim; one on December 19, 2023, which granted appellant’s claim, in part; and one on April 24, 2025, which denied appellant’s claim in its entirety. This appeal is taken from the third supplemental decision.

- batteries; and miscellaneous other components. Any and all of these will be referred to in this Opinion as “TPP.”
2. V3 Electric (V3) is a solar facility contractor and solar energy provider in California. V3 was engaged in two lines of business.
 3. In one of its lines of business, V3 entered into power purchase agreements (PPAs) with customers who owned the property at which V3 installed the solar facilities (host customers). Pursuant to the PPAs, V3 agreed to build, own, install, operate, insure, and maintain solar facilities on the host customers’ properties, and the host customers agreed to consume and pay for the power produced by the facilities. These will be referred to here as “in-house systems.” The agreements had typical initial terms of 25 years, after which the host customer usually had the option of extending the agreement, purchasing the in-house system, or requesting removal of the in-house system. During the claim period, this line of business accounted for less than 6 percent of V3’s gross income.
 4. In its other line of business, V3 entered into contracts with at least two unrelated companies: Sunrun, Inc. (Sunrun) and Sunnova Energy Corporation (Sunnova).² According to a February 10, 2017 “Master Solar Facility Turnkey Contract,” these agreements essentially authorized V3 to design, engineer, procure, install, construct, commission, test, and start up a solar facility on a turnkey basis for Sunrun or Sunnova and provided for the transfer of title and ownership of the fully functional solar facility to one of them, who assumed V3’s obligations to the host customer in exchange for V3’s assignment of whatever payments or other benefits V3 would have received by virtue of its ownership of the solar facility. These solar facilities will be referred to here as “turnkey projects.”³
 5. In addition to selling only electricity to host customers, Sunrun or Sunnova also sold or leased solar facilities to some customers. The evidence refers to both types of transactions, but the effect of both on this appeal would be the same: the homeowner would be using the solar facility to produce electricity.

² The evidence indicates that there may have been other partners at times outside of the claim period.

³ Although the evidence does not show exactly what other benefits the owner of the solar facility received, these would have include tax benefits and monetary or other incentives (paid by public utilities or others) available to the owner or operator of a solar facility.

6. According to respondent, appellant provided spreadsheets that showed how many in-house systems and turnkey projects it completed during each year (2017, 2018, and 2019).⁴ A copy of the spreadsheet for 2019 only is an exhibit to the second supplemental decision. It shows the name of the property owner, the “financing partner” (in-house, Sunrun, or Sunnova), the installation completion date, the “current amount” (which OTA infers is the cost to V3), the make and number of panels and batteries, and the make of inverter. The purchase date is not included, and, according to appellant, TPP purchased in one year would sometimes be installed in the following year. The same exhibit includes a spreadsheet that summarizes the 2019 allocation data as follows:

	<u>2017</u>		<u>2018</u>		<u>2019</u>	
	<u># Projects</u>	<u># Panels</u>	<u># Projects</u>	<u># Panels</u>	<u># Projects</u>	<u># Panels</u>
Sunnova	1	24	23	300	144	2,769
Sunrun	440	8,327	1205	15,489	1,362	26,273
In-house	<u>19</u>	<u>523</u>	<u>60</u>	<u>1,555</u>	<u>99</u>	<u>2,229</u>
Totals	460	8,874	1,288	17,344	1,605	31,268

If 2019 purchases were before September 30, this data indicates V3 purchased 48,612 panels during the claim period.

7. According to the evidence, V3’s revenue from turnkey projects in 2017, 2018, and 2019 was \$14,006,089, \$33,160,333, and \$38,651,241, respectively, and in-house revenue totaled \$463,830 in 2018 and \$1,899,429 in 2019.⁵
8. During the claim period, appellant sold TPP to V3 for \$5,053,739. Claimant collected \$409,411 in sales tax reimbursement from V3 in connection with these sales and timely remitted that amount to respondent.
9. V3 later informed appellant that its purchases were partially exempt from sales tax pursuant to R&TC section 6377.1(a)(5) because V3 used the TPP to produce electricity, which it then sold to host customers. V3 gave appellant a completed partial exemption certificate dated August 28, 2019.
10. On its federal income tax return for 2019, V3 classified itself under the North American Industry Classification System as a business engaged in solar electric power generation.
11. On August 24, 2020, appellant filed the claim for refund.

⁴ It is OTA’s understanding that outright sales are not included, but it is not clear whether leases are included.

⁵ These and some later amounts are rounded.

12. Respondent considered the claim and denied it by letter dated December 23, 2020. The denial states, in substance, as follows:

Based on the documentation provided, V3 purchases the solar panels under a PPA. The purchases are not true leases as the customer did not sufficiently use and control the solar systems to create a lease. Therefore, as the lessor of the solar panels, the customer does not qualify for the exemption since they are not selling electricity. Accordingly, the claim for refund is hereby denied.

The meaning of this denial is unclear to OTA but, given that respondent rescinded the denial less than a month later and referred the claim for further consideration, an analysis of the denial is unnecessary.

13. OTA's record contains no evidence of another denial of the claim, though respondent appears to have processed the matter as an appeal from a denial. As part of respondent's internal appeals process, the parties participated in an appeals conference on July 29, 2021.
14. On June 30, 2022, respondent issued its first decision, which found that the solar facilities were qualified TPP under R&TC section 6377.1(b)(9)(A)(i). It also found that: (1) V3 was not primarily engaged in solar electric power generation because its generation and sales of electric power to host customers constituted only a small fraction of appellant's business; and (2) sales of the turnkey projects to Sunrun or Sunnova did not constitute the generation or production or storage and distribution of electric power (i.e., a qualifying line of business), as described in R&TC section 6377.1(b)(9)(A)(iv)(II).⁶ Therefore, appellant was not a "qualified person" under R&TC section 6377.1(b)(8)(A)(ii). On these bases, the decision denied the claim for refund.⁷
15. Appellant filed a request for reconsideration arguing that the decision was wrong and that respondent failed to correctly consider its argument that appellant was acting for Sunrun or Sunnova at every step in the process of putting the turnkey projects together, including its purchase of the TPP used to construct those projects.
16. On May 15, 2023, respondent issued its first supplemental decision, again denying the claim for refund.
17. Appellant filed a second request for reconsideration dated June 13, 2023.

⁶ The decision simply states that Sunrun and Sunnova were the persons who sold the electricity generated by the turnkey projects.

⁷ Given the fact that respondent rescinded the denial of the claim, it is not clear to OTA why the decision refers to respondent's finding that V3 leased the in-house systems to its customers under the respective PPAs.

18. On December 19, 2023, respondent issued a second supplemental decision granting the second request for reconsideration, in part, finding that appellant had established that sales to Sunrun or Sunnova were partially exempt under R&TC section 6377.1(a)(4). The second supplemental decision ordered respondent “to conduct a reaudit to establish a measure of refund based upon the percentage of TPP allocated and consumed by V3 under its subcontracts with Sunrun or Sunnova (estimated to be approximately 95 percent).”
19. In an April 22, 2024 memorandum , respondent states that the invoices provided by appellant cast doubt on appellant’s assertions regarding the allocation of TPP to the various turnkey projects. The memorandum also states that the second supplemental decision failed to consider Regulation section 1521 in its analysis of appellant’s second request for reconsideration, that the panels, inverters, and batteries used to construct the turnkey projects are fixtures, and that V3’s sales of those items to Sunrun or Sunnova were subject to tax pursuant to Regulation section 1521(b)(2)(B)1. Relying on these regulations, respondent argued that, while V3 provided an exemption certificate to the vendor, respondent could not find one for any third party that purchased a turnkey project. The memorandum also states that respondent would be examining the evidence to determine whether either project buyer was primarily engaged in a qualifying line of business.
20. Respondent obtained copies of U.S. Securities and Exchange Commission’s (SEC’s) Forms 10-K filed by Sunrun for 2017, 2018, and 2019.⁸ The 2018 and 2019 Forms 10-K reveal the following revenue information:

⁸ The Forms 10-K had been filed by Sunrun, Inc.

	Year Ended December 31, (in thousands)		
	2019	2018	2017⁹
Customer agreements	\$ 345,486	\$ 272,672	\$ 210,753
Incentives	<u>42,349</u>	<u>131,794</u>	<u>23,523</u>
Total	387,835	404,466	234,276
Solar energy systems	283,429	186,512	113,953
Products	<u>187,314</u>	<u>169,003</u>	<u>184,313</u>
Total	470,743	355,515	298,266
Total revenue	\$ 858,578	\$ 759,981	\$ 532,542

The Forms 10-K indicate that the “solar energy systems” and “products” revenue categories are not from a qualifying line of business.¹⁰ Based on the information, respondent concluded that Sunrun was not a qualified person under R&TC section 6377.1(b)(8).

21. In a July 25, 2024 memorandum, respondent states that, based on respondent’s review of the information provided by appellant, respondent concluded that appellant had failed to show that any third party who purchased a turnkey project was a qualified person under R&TC section 6377.1. This memorandum also indicates that Solar Renewable Energy Credits (SRECs) are included in “operating lease” revenue, which constitutes revenue from a qualifying line of business.¹¹ As explained below, respondent later decided that SRECs are not properly included in such revenue.
22. While respondent did not issue a new decision adverse to appellant, appellant filed, and

⁹ The 2017 Form 10-K reports “operating leases” (instead of “customer agreements”) revenue of \$174,664, “incentives” of \$56,769 (those two categories totaling \$231,433), “solar energy systems” of \$113,953, and “products” of \$184,313 (those two categories totaling \$298,266), and total revenue of \$529,699.

¹⁰ According to Sunrun’s 2018 Form 10-K, revenue from “solar energy systems” are from the sale of such systems directly to customers, and revenue from the “products” category are from sales of solar panels, racking systems, inverters, other solar energy products to resellers and customer leads.

¹¹ According to an explanation of PPAs produced by the Solar Energy Industries Association, SRECs “show that a certain amount of electricity was produced using solar energy. They are typically bought and sold by load serving entities (typically regulated utilities) to meet obligations associated with state-level renewable energy standards. SRECs are also used by consumers who voluntarily purchase them for marketing claims or other use. Most often in PPAs, SRECs are owned by the developer. When entering into a PPA, it will be important for a customer to clearly understand who owns and can sell the SRECs generated from the PV system, the risks attendant to SREC ownership, and the tradeoffs with respect to PPA price.”

respondent accepted, a third request for reconsideration dated September 18, 2024. Appellant essentially argued that the second supplemental decision had already determined that appellant was entitled to claim the exemption based on TPP sold to Sunrun or Sunnova and that the reaudit was ordered only to calculate the measure of the refund, which the second supplemental decision then estimated at 95 percent of appellant's total sales; yet, appellant argued, respondent turned the reaudit into an examination of issues already decided and some not previously raised by respondent. Appellant also asserted that respondent did not correctly calculate partially exempt purchases allocated to Sunrun projects.

23. In a memorandum dated November 1, 2024, respondent opposed appellant's third request for reconsideration. Respondent argued that appellant failed to establish that TPP purchased during the claim period was actually used on turnkey projects for a qualified person under R&TC section 6377.1.
24. On April 24, 2025, respondent issued the third supplemental decision, which reversed the findings made in the second supplemental decision and once again denied the claim for refund.
25. This timely appeal to OTA followed.

DISCUSSION

California imposes sales tax on a retailer's retail sales of TPP sold in this state measured by the retailer's gross receipts, unless the sale is specifically exempt or excluded from taxation by statute. (R&TC, §§ 6012, 6051.) For the purpose of the proper administration of the Sales and Use Tax Law and to prevent the evasion of the sales tax, the law presumes that all gross receipts are subject to tax until the contrary is established. (R&TC, § 6091.) It is the retailer's responsibility to maintain complete and accurate records to support reported amounts and to make them available for examination. (R&TC, §§ 7053, 7054; Cal. Code Regs., tit. 18, § 1698(b)(1).)

R&TC section 6901 provides authority for respondent to refund any amount of tax, interest, or penalty which was not required to be paid. (R&TC, § 6901(a)(1).) The claimant has the burden of proving the validity and amount of the claim. (Cal. Code Regs., tit.18, § 30219(a).) To the extent a claim for refund is based on a claimed tax exemption, the exemption will be strictly construed against the taxpayer. (*Appeal of Owens-Brockway Glass Container, Inc.*, 2019-OTA-158P.) The applicable burden of proof is by a preponderance of the evidence. (*Ibid.*) That is, the claimant must establish by documentation or other evidence that

the facts it asserts in support of its claim are, more likely than not, correct. (*Ibid.*)

As relevant to this appeal, R&TC section 6377.1 creates a partial sales and use tax exemption for TPP that is either: (1) purchased for use by a qualified person in the generation or production, or storage and distribution, of electric power; or (2) purchased for use by a contractor purchasing that property for use in the performance of a construction contract for a qualified person that will use that property as an integral part of the generation or production, or storage and distribution, of electric power. (R&TC, § 6377.1(a)(4) & (5).) As used in R&TC section 6377.1(a)(4) or (5), and as relevant here:

- the term “qualified person” includes a person primarily engaged in a qualifying line of business (R&TC, § 6377.1(b)(8)(A)(ii); see also Cal. Code Regs., tit. 18, § 1525.4(a)(4) & (5).)¹²
- the term “primarily” means 50 percent or more of the time. (R&TC, § 6377.1(b)(5).) A person will be considered “primarily engaged” in a qualifying line of business as a legal entity if, in the prior financial year, the legal entity derived 50 percent or more of its gross revenue (including inter-company charges) from, or expended 50 percent or more of its operating expenses in, that business. (Cal. Code Regs., tit.18, § 1525.4(b)(10)(A).) In cases where the purchaser was not primarily engaged in a qualifying line of business for the financial year preceding the purchase of the property, the one-year period following the date of purchase of the property will be used. (*Ibid.*)
- the term “qualified TPP” includes, but is not limited to, machinery, equipment, and component parts, and equipment or devices used or required to operate, control, regulate, or maintain the machinery (R&TC, § 6377.1(b)(9)(A)(i) & (ii)); but it does not include consumables with a useful life of less than one year or TPP used primarily in administration, general management, or marketing (R&TC, § 6377.1(b)(9)(B)(i) & (iii)).

To be eligible for the exemption, the purchaser must give the retailer a properly completed exemption certificate, and the retailer must retain the certificate and provide it to respondent upon request. (R&TC, § 6377.1(c).) If a purchaser reimburses the retailer for the full amount of sales tax at the time of purchase and later becomes aware that it was entitled to claim the partial exemption but failed to do so, the purchaser may issue a partial exemption certificate to the retailer, and the retailer may file a claim for refund for the excess sales tax reimbursement collected from the purchaser. (Cal. Code Regs., tit.18, § 1525.4(c).)

Respondent opposed appellant’s third request for reconsideration on several grounds. It

¹² The statute refers to “a person that is primarily engaged in those lines of business described in Codes 3111 to 3399, inclusive, 221111 to 221118, inclusive, 221122, 541711, or 541712 of the North American Industry Classification System (NAICS) published by the United States Office of Management and Budget (OMB), 2012 edition.” Code 221114 refers to electric solar power generation, and code 221122 refers to electric power distribution

argued that appellant's proposed method for calculating the claim measure was speculative considering respondent's finding that invoices provided to support the claim refer to only 114 panels of the more than 40,000 panels allocated to turnkey projects; therefore, appellant failed to prove the amount of its claim. Respondent also argued that appellant failed to prove that the project buyers were qualified persons and asserted that the Forms 10-K indicate that Sunrun, at least, was not a qualified person. In the latter regard, respondent argued that only the "operating leases" revenue category for 2017 and the "customer agreements" revenue category for 2018 should be used to calculate revenue from a qualifying line of business. Respondent did not count the "incentives" revenue category for either year. Respondent contended that the revenue from qualifying activities should be even less than it previously argued because the calculation should not include the SRECs because those are "non-power attributes and market-based instruments," which OTA understands to mean that they are not revenue from V3's engagement in a qualifying line of business. Respondent thus calculated Sunrun's revenue from a qualifying line of business for 2017 and 2018 to be less than 33 percent and 36 percent, respectively, of Sunrun's total revenue.

In the third supplemental decision, respondent concluded, citing Regulation section 1525.4(b)(10)(A)2., that when determining whether a person is primarily engaged in one of the qualifying activities (here, e.g., solar electric power generation), respondent must look to revenue generated during the prior financial year. The third supplemental decision looked at Sunrun's 2017 and 2018 revenue and divided only "customer agreements" revenue by the total revenue for those years to conclude that less than 37 percent of Sunrun's total revenue in 2017 and 2018 was from a qualifying line of business. On this basis, respondent reversed its findings in the second supplemental decision, concluded that Sunrun was not a qualified person, and denied the claim.

In its appeal to OTA, appellant argues that the evidence shows that TPP used in the construction of turnkey projects is eligible for the partial exemption. It contends that respondent agrees V3 acted as a subcontractor for the project buyers when V3 purchased TPP for the turnkey projects. Appellant asserts that respondent found in the second supplemental decision that Sunrun or Sunnova were qualified persons, and reversed itself in the third supplemental decision on the basis of respondent's calculation showing that Sunrun, the only project buyer for whom appellant provided revenue data, was not primarily engaged in a qualifying line of business.

Appellant disagrees with respondent's revenue calculations, arguing that revenue from activity described in Sunrun's Forms 10-K as "solar energy systems" revenue should be

included as qualifying revenue. Appellant also contends, at least implicitly, that respondent's conclusion that the claim measure cannot be calculated with reasonable precision is overly technical and unduly burdensome to claimants. According to appellant, the evidence shows that in 2018 and 2019, V3 purchased 33,816 panels and installed 32,171 panels on turnkey projects, which means that just over 95 percent of its panel purchases were ultimately used by project buyers to generate or produce, or store or distribute, solar electric power. Appellant acknowledges that the allocation data indicates that V3 installed 1,326 more panels than it purchased during the claim period but explains the discrepancy as the result of timing; that is, some of those installed panels may have been purchased in 2017.

OTA finds that the solar facilities (and components thereof) purchased by V3 were qualified TPP. Respondent does not argue otherwise. Furthermore, OTA finds that to the extent V3 entered into and was performing its obligations under PPAs with its host customers, it was generating solar electric power and distributing that power to host customers, which was a qualifying line of business. However, the evidence does not show that V3 was primarily engaged in a qualifying line of business. Approximately 95 percent of V3's revenue during the claim period was from selling turnkey projects to others. There is no evidence in OTA's record to show that V3 generated or produced, or stored and distributed, electric power from these projects. Therefore, V3's purchases that it used to generate or produce, or store and distribute, electric power for its host customers were not partially tax exempt under R&TC section 6377.1(a)(5) because V3 was not a qualified person. The fact that appellant did not argue otherwise in its appeal to OTA suggests that it agrees.

The next question, the one that is the crux of this appeal, is whether V3's purchases of TPP for use on the turnkey projects were partially exempt under R&TC section 6377.1(a)(4). Those purchases were partially exempt under R&TC section 6377.1(a)(4) if the evidence establishes: (1) that V3 purchased the TPP for use in the performance of construction contracts for project buyers; (2) that those buyers were qualified persons (as defined above); (3) that the buyers used the TPP as an integral part of a qualifying line of business; (4) that V3 submitted an exemption certificate to the retailer; and (5) the amount of appellant's claim.

Respondent does not dispute item (1), above. Therefore, OTA finds that requirement has been satisfied.

Before making any findings regarding the second requirement, OTA must decide what revenue categories are properly included in the calculation of revenue from the qualifying line of business. A person is deemed to be primarily engaged in a qualifying line of business if, in the prior financial year, the person derived 50 percent or more of its gross revenue (including

inter-company charges) from, or expended 50 percent or more of its operating expenses in, a qualifying line of business. (Cal. Code Regs., tit.18, § 1525.4(b)(10)(A)2.) The same provision states that, “[i]n cases where the purchaser was not primarily engaged in a qualifying line of business for the financial year preceding the purchase of the property, the one-year period following the date of purchase of the property will be used.”

Respondent agrees that revenue from “customer agreements” are properly included, but only to the extent that they do not include SRECs, which respondent would exclude because such revenue is not revenue from a qualifying line of business. Respondent also excluded all revenue categorized on the Forms 10-K as “incentives.” Appellant does not take issue with those exclusions.¹³ It takes issue with respondent’s failure to include “solar energy systems” revenue, which it describes as “revenue that has been received by Sunrun that is either ‘pending a signed Customer Agreement’ or ‘installation of a solar energy system’.” However, appellant provided no evidence to support that argument, and the Forms 10-K state that the “solar energy systems” and “products” revenue categories represent revenue from sales of solar facilities directly to homeowners. Revenue from sales or leases of TPP was not revenue from the generation or production, or storage and distribution, of solar electric power. Consequently, OTA finds that respondent correctly excluded those revenue categories from the calculation of revenue from a qualifying line of business. On that basis, OTA also finds that the evidence does not show that V3 purchased the subject TPP for use in the performance of a construction contract for a qualified person. This finding is dispositive. However, OTA will also address the remaining three requirements.

Even if the evidence proved that Sunrun and Sunnova were qualified persons, appellant was also required to prove the amount of the refund to which it is entitled. To do that, it had to prove its cost of TPP purchased during the claim period for use performing construction contracts for qualified persons. Generally, this would require appellant to provide invoices for V3’s purchases during the claim period and something to show that V3 used that TPP to build a solar facility for a qualified person who used the solar facility to produce electricity and sell that electricity to others (i.e., host customers).¹⁴ Appellant disagrees with respondent’s conclusion that the provided invoices and project schedules show that only 118 panels were used on

¹³ While rebates and other kinds of incentives can be properly classified as revenue, there is nothing in OTA’s record to show that the “incentives” revenue category included on Sunrun’s Forms 10-K included such incentives.

¹⁴ Because V3 built solar facilities that were complete and capable of producing, storing, and distributing electric power, an analysis of whether the TPP was an integral part of such an activity is unnecessary.

projects in 2018 and none were so used in 2019, but appellant has not provided evidence, or made a persuasive argument, to support its position. Therefore, OTA finds that appellant has not established the amount of its claim.

Sunrun entered into PPAs with host customers, but it also sold solar facilities to homeowners. Selling solar facilities to homeowners is not a qualifying line of business. Consequently, in addition to proving that V3 purchased TPP during the claim period and used it to construct a solar facility for Sunrun or Sunnova, appellant must also show that the TPP was used to construct solar facilities that Sunrun or Sunnova used in its qualifying business. It did not do that.

The final requirement concerns the exemption certificate. Respondent's argument that appellant was required to provide an exemption certificate from Sunrun and Sunnova lacks legal support. R&TC section 6377.1(c) states that an exemption shall not be allowed under this section unless the purchaser furnishes the retailer with an exemption certificate. The purchaser in this case was V3, not V3's customer. In addition, Regulation section 1525.4(c)(1) states, in part, as follows:

If the purchaser reimbursed the retailer for the full amount of sales tax at the time of purchase and later becomes aware that the requirements of this regulation are met, they may issue a partial exemption certificate to the retailer. If a retailer receives a certificate under these circumstances, the retailer may file a claim for refund for the excess sales tax reimbursement collected from the purchaser, as provided in subdivision (h).

This is precisely what happened here. However, satisfaction of this one requirement is not sufficient to entitle appellant to a refund.

In summary, while OTA understands why appellant has been frustrated during its appeal to respondent, OTA's role is to decide whether respondent's denial of appellant's claim for refund should be sustained or reversed. It was appellant's burden to prove that it is entitled to a refund and the amount to which it was entitled. For the reasons stated above, OTA finds that appellant failed to prove either of those things.

HOLDING

Appellant's claim for refund should not be granted.

DISPOSITION

Respondent's decision denying appellant's claim for refund is sustained.

DocuSigned by:



Michael F. Geary

Administrative Law Judge

We concur:

Signed by:



Suzanne B. Brown

Administrative Law Judge

DocuSigned by:



Andrew Wong

Administrative Law Judge

Date Issued: 12/29/2025