

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition by Florida Power & Light  
Company for Base Rate Increase

Docket No. 20250011-EI

Date: September 7, 2025

**SIGNATORY INTERVENORS' JOINT MOTION FOR PROTECTIVE ORDER  
REGARDING CORPORATE REPRESENTATIVE DEPOSITIONS**

Pursuant to Section 28-106.206, Florida Administrative Code ("F.A.C."), and Florida Rules of Civil Procedure 1.280(d) and (e) and 1.310(b)(6), Florida Industrial Power Users Group ("FIPUG"), Florida Retail Federation ("FRF"), Florida Energy for Innovation Association, Inc. ("FEIA"), Walmart Inc. ("Walmart"), EVgo Services, LLC ("EVgo"), Americans for Affordable Clean Energy, Inc. ("AACE"), Circle K Stores, Inc. ("Circle K"), RaceTrac Inc. ("RaceTrac"), Wawa, Inc. ("Wawa"), Electrify America, LLC ("Electrify America"), Federal Executive Agencies ("FEA"), Armstrong World Industries, Inc. ("AWI"), and Southern Alliance for Clean Energy ("SACE"), (collectively referred to as the "Signatory Intervenor"), by and through its undersigned counsel, request that the Florida Public Service Commission ("Commission") enter a protective order prohibiting Office of Public Counsel ("OPC") and Florida Rising, League of United Latin American Citizens of Florida ("LULAC") and Environmental Confederation of Southwest Florida ("ECOSWF") (collectively referred to as "FEL"), as well as any other parties that cross notice, from taking the deposition of Signatory Intervenor's corporate representatives as noticed in: (1) OPC's September 5, 2025, Notice of Video Conference Deposition Duces Tecum of Signatory Intervenor's Corporate Representative noticed for various times on September 11 and 12, 2025 (the "OPC Notice") and (2) FEL's September 5, 2025, Notice of Depositions Duces Tecum also noticed for various times on September 11 and 12, 2025 (the "FEL Notice").<sup>1</sup>

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<sup>1</sup> The e-mail serving the FEL Notice informed Signatory Intervenor that "If OPC's as-noticed 1.310(b)(6) depositions proceed forward as noticed, we would be amenable to cancelling these

The scope and subjects identified in both the OPC Notice and the FEL Notice lack the requisite specificity required for a deposition pursuant to Rule 1.310(b)(6) of the Florida Rules of Civil Procedure, seek information and details regarding confidential settlement negotiations, seek information that is protected by attorney-client privilege, seek information that is already available in the record, are unduly burdensome, are irrelevant for this phase of the proceeding, and seek discovery on matters that are untimely pursuant to the Order Establishing Procedure (“OEP”) and First Revised OEP, Order Nos. PSC-2025-0075-PCO-EI and Order No. PSC-2025-0323-PCO-EI, respectively. In short, OPC’s and FEL’s requested Rule 1.310(b)(6) depositions of Signatory Intervenor’s corporate representatives are not being conducted in good faith but, rather, for the purpose of harassment, annoyance, and to cause undue burden upon each Signatory Intervenor because they joined the proposed 2025 Stipulation and Settlement Agreement filed by Florida Power & Light Company (“FPL”) on August 20, 2025 (the “FPL Settlement Agreement”), which OPC and FEL oppose. For these reasons, as further explained below, Signatory Intervenor’s respectfully request that the Commission deny OPC’s and FEL’s proposed depositions in their entirety. In support, Signatory Intervenor’s state as follows:

**I. BACKGROUND**

1. On February 28, 2025, FPL petitioned the Commission for approval of a four-year rate plan to run from January 1, 2026 through December 31, 2029.

2. On March 14, 2025, the Prehearing Officer issued OEP that established the

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depositions, as we believe the material could be covered by OPC’s as-noticed depositions. However, we understand that the signatories plan to move for a protective order and do not intend to produce witnesses to be deposed pursuant to OPC’s 1.310(b)(6) depositions. We have also set these for the same time as-noticed by OPC’s notices, given that there was no indication that those times did not work for the parties. However, we are amenable to scheduling the depositions at times convenient for the signatories, as long as those times are sufficiently before the deadline for the filing of our testimony on September 17<sup>th</sup>.”

controlling dates in this proceeding, including the discovery deadline of July 23, 2025.

3. Each of the Signatory Intervenors filed petitions to intervene, which were conditionally approved by the Commission at various times prior to the July 25, 2025, Prehearing Conference during which all parties participated.

4. The Signatory Intervenors filed voluminous pre-filed testimonies with accompanying exhibits and responded to discovery. In particular, Signatory Intervenors, filed direct testimony and exhibits on June 9, 2025, some of which was amended thereafter, and FEA and AWI filed settlement testimony on September 3, 2025.

5. Throughout this proceeding, Signatory Intervenors engaged in multiple settlement discussions with various parties. All settlement discussions were confidential and subject to non-disclosure agreements (“NDAs”).

6. On August 20, 2025, FPL and the Signatory Intervenors (hereinafter, collectively referred to as the “Signatory Parties”) filed a Joint Motion for approval of the FPL Settlement Agreement as full and complete resolution of all matters pending in Docket No. 20250011-EI in accordance with Section 120.57(4), Florida Statutes.

7. On August 22, 2025, the Prehearing Officer issued the First Revised OEP with a new procedural schedule and discovery protocols for the Settlement Agreement. Pertinent to this Motion, the First Revised OEP provides that “[d]iscovery shall be limited to the issues in the Settlement Agreement.”

8. On September 5, 2025, OPC served the OPC Notice pursuant to Rule 1.310(b)(6) of the Florida Rules of Civil Procedure on Signatory Intervenors seeking to depose “one or more officers, directors, managing agents, or other persons, each of whom is or are the most knowledgeable of, and have direct knowledge of the specific subjects listed on Attachment A

hereto.” Attachment A to the OPC Notice identified the scope and issues that OPC intends to be the subject of the proposed corporate representative depositions. See Exhibits 1 and 2.<sup>2</sup>

9. On September 5, 2025, FEL served the FEL Notice pursuant to Rule 1.310(b)(6) of the Florida Rules of Civil Procedure on Signatory Intervenors seeking to depose “one or more officers, directors, managing agents, or other persons, each of whom is or are the most knowledgeable of, and have direct knowledge regarding “1) why the party believes the purported settlement agreement filed on August 20, 2025 is in the public interest; 2) why the party believes the agreement results in rates that are fair, just and reasonable; 3) why the party believes the agreement is supported by a ‘diverse coalition’ (if the party believes that); 4) why the party believes the agreement ‘serves the best interests of the customers they represent’ (page 10 of the Joint Motion for Approval of the Settlement Agreement); 5) the bases for the party contenting it ‘has agreed to concessions to the others’ (page 2 of the purported agreement); and 6) the bases for the party contenting into the agreement ‘in compromise of their respective positions’ (page 2 of the purported agreement)”. See Exhibit 3 (which includes the e-mail communication sending the Notice).

10. Signatory Intervenors herein file this Motion for a Protective Order requesting that the depositions be denied in their entirety for the reasons explained below.

## **II. LEGAL STANDARDS**

11. Section 28-106.206, F.A.C., states that “[a]fter commencement of a proceeding, parties may obtain discovery through the means and in the manner provided in Rules 1.280 through 1.400, Florida Rules of Civil Procedure.”

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<sup>2</sup> The OPC Notice contained slightly different topics for direct customer intervenors such as AWI and Walmart versus organizational intervenors such as FIPUG and FRF. Exhibit 1 is the customer intervenor version, and Exhibit 2 is the organizational intervenor version.

12. Rule 1.310(b)(6) of the Florida Rules of Civil Procedure provides:

In the notice a party may name as the deponent a public or private corporation, a partnership or association, or a governmental agency, and **designate with reasonable particularity the matters on which examination is requested.** The organization so named shall designate one or more officers, directors, or managing agents, or other persons who consent to do so, to testify on its behalf and may state the matters on which each person designated will testify. The persons so designated shall testify about matters known or reasonably available to the organization. This subdivision does not preclude taking a deposition by any other procedure authorized in these rules.

Fla. R. Civ. P. 1.310(b)(6) (emphasis added). Thus, although a deposition of a corporate representative is permissible, the party seeking to take the deposition must designate *with particularity* the matter to be examined. The fact that both OPC's and FEL's Notices were served on all Signatory Parties alike, is a *prima facie* violation of Rule 1.310(b)(6).<sup>3</sup>

13. The scope of discovery under Florida law is broad and includes any matter that is “relevant to the subject matter of the case and must be admissible or reasonably calculated to lead to admissible evidence. *Allstate Ins. Co. v. Langston*, 655 So. 2d 91, 94 (Fla. 1995) (citation omitted). However, discovery is not without limits. As this Commission has previously explained, discovery should be denied if the information requested is neither relevant nor will it lead to the discovery of admissible evidence. *In re: Review of Storm Protection Plan, pursuant to Rule 25-6.030, F.A.C., Florida Power & Light Company*, Docket No. 20220051-EI, Order No. PSC-2022-0194-PCO-EI, 2022 FLA. PUC LEXIS 435 (FPSC May 25, 2022) (citing *Poston v. Wiggins*, 112 So. 3d 783 (Fla. 1st DCA 2013)). Further, parties are “not entitled to utilize the discovery process for a ‘mere fishing expedition or general inquisitorial examination of [their opponent and his]

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<sup>3</sup> For example, the fact that the topics were sent to all parties, including FEA, which is comprised of different federal government entities and not a corporation, shows that neither OPC nor FEL designed the questions with specificity or reasonable particularity to the party being deposed. These are blanket questions to every Signatory Intervenor regardless of whether the questions even make sense to ask of particular intervenors.

papers with a view to ascertaining whether something of value may or may not show up’.” *Scottsdale Ins. Co. v. Camara De Comercio Latino-Americana De Los E.U.*, 813 So. 2d 250, 252 (Fla. 3d DCA 2002) (citing *McCarty v. Estate of Schultz*, 372 So. 2d 210, 212 (Fla. 3d DCA 1979)).<sup>4</sup>

14. Section 90.408 of the Florida Evidence Code provides that “[e]vidence of an **offer to compromise** a claim which was disputed as to validity or amount, **as well as any relevant conduct or statements made in negotiations concerning a compromise, is inadmissible to prove** liability or absence of liability for the claim **or its value.**” Section 90.408, Fla. Stat. (emphasis added). Thus, discovery that seeks to elicit evidence related to settlement negotiations is inadmissible, including to prove the value that a party may attach to a compromise.

15. Section 90.502 of the Florida Evidence Code establishes the attorney-client privilege and provides that communications between attorney and client are confidential if not intended to be disclosed to third persons other than “those to whom disclosure is in furtherance of the rendition of legal services to the client” or “those reasonably necessary for the transmission of the communication.” Section 90.502(1)(c), Fla. Stat. Such privilege may be claimed by the client or by the lawyer on behalf of the client. Section 90.502(3), Fla. Stat. “The attorney-client privilege exists to protect not only the giving of professional advice, but also the giving of information to the lawyer to enable him to render sound and informed advice.” *Hagans v. Gatorland Kubota, LLC/Sentry Ins.*, 45 So. 3d 73, 76 (Fla. 1<sup>st</sup> DCA 2010) (citing *See Uhljohn Co. v. U.S.*, 449 U.S. 383, 390, 101 S.Ct. 677, 66 L.Ed.2d 584 (1981)). See also Fla. R. Civ. P. 1.280(c)(1) (“[p]arties may obtain discovery regarding any nonprivileged matter that is relevant”).

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<sup>4</sup> See also *Sugarmill Woods Civic Ass'n. Inc. v. Southern States Util.*, 687 So. 2d 1346, 1351 (Fla. 1st DCA 1997) (“A trial court has authority to prevent discovery which it believes is a mere fishing expedition calculated for harassment”).

16. Rule 1.280 allows this Commission to make any order to protect a party from annoyance, embarrassment, oppression, or undue burden or expense that justice requires, including that discovery not be had, that the discovery be had only on specific terms and conditions, and that certain matters not be inquired into. Fla. R. Civ. P. 1.280(c); *Travelers Indem. Co. v. Salido*, 354 So. 2d 963, 964 (Fla. 3d DCA 1978) (noting that the Florida Rules of Civil Procedure do not permit discovery that “is so unduly burdensome upon a party as to be oppressive”).

17. As an initial matter, OPC’s and FEL’s notices served in the late afternoon / early evening on Friday, September 5, 2025, for depositions on the following Thursday and Friday, September 11 and 12, provide insufficient notice to Settling Intervenors. Some of Settling Intervenors’ potential corporate representative witnesses are unavailable on those dates.

18. In addition, the topics to be covered in OPC’s and FEL’s requested depositions are untimely, seek confidential and privileged information, are procedurally deficient, and are intended to harass and increase costs for the parties that joined the FPL Settlement Agreement and, therefore, warrant an order that the discovery sought in the notice be denied in its entirety.

### **III. DISCOVERY SOUGHT IN THE OPC NOTICE IS IMPROPER**

19. In the OPC Notice, OPC states that the subjects of the deposition “generally concern the tangible and intangible benefits that [each Signatory Party] received, intends to receive, expects to receive, or will receive, as a result of that party signing the August 20, 2025 Settlement Agreement in Docket No. 20250011-EI and the purpose of the signatory’s participation in the docket, their understanding of the terms of the settlement agreement, and the impact of those terms.”

20. The OPC Notice on its face acknowledges that OPC intends to seek discovery “generally concerning” the benefits of the FPL Settlement Agreement. The FPL Settlement

Agreement is a multi-faceted agreement that reflects a carefully balanced compromise of many differing and competing positions by parties representing a broad range of interests and customers. Nowhere in the Notices or Attachments thereto does OPC state with any specificity on which parts of the multi-faceted FPL Settlement Agreement it seeks to depose the corporate representatives of each Signatory Intervenor. This falls well short of the “reasonable particularity” threshold required for a deposition pursuant to Rule 1.310(b)(6) of the Florida Rules of Civil Procedure. Indeed, given the multiple and wide-ranging components of the FPL Settlement Agreement, it is not reasonably possible for each Signatory Party to identify an appropriate corporate representative that can adequately testify to the unidentified portions or aspects of the FPL Settlement Agreement that OPC intends to take deposition on. *See City of Miami v. Fla. Publ. Serv. Comm.*, 226 So. 2d 217 (Fla. 1969) (a fishing expedition is not proper discovery).

21. Further, OPC’s intended inquiry “generally concerning” the benefits that a party believes it may receive from the 2025 Settlement Agreement goes directly to the value that the party places on one or more of the multiple compromises agreed to in order to reach the overall settlement. This information is not admissible pursuant to Section 90.408 of the Florida Evidence Code and, therefore, OPC’s attempt to elicit such information through deposition should be denied.

22. Additionally, whether a party assigns a benefit or value to a particular component of a settlement is not the appropriate standard to be applied in the Commission’s review of the FPL Settlement Agreement. The Florida Supreme Court has explained that the Commission decides whether the settlement agreement, in light of its findings of fact, is in the public interest and results in rates that are fair, just, and reasonable. *Floridians Against Increased Rates, Inc. v. Clark*, 371 So. 3d 905 (Fla. 2023) (“*FAIR*”). The Court has reaffirmed that “the Commission need not ‘resolve every issue independently’ in its final order when it is reviewing a settlement



agreement. *Fla. Rising, Inc. v. Fla. Pub. Serv. Comm'n*, 50 Fla. L. Weekly S198 (Fla. July 17, 2025) (citations omitted). The Court has “specifically approved the Commission's practice of reviewing settlements as a whole for the public interest and rejected the notion that the Commission must address each individual issue in the underlying rate case.” *Sierra Club v. Brown*, 243 So. 3d 903, 911 (Fla. 2018) (“*Sierra*”).

23. The OPC Notice also seeks to inquire about the purpose of and reasoning behind Signatory Intervenors’ participation in this docket.<sup>5</sup> This information is readily available from Signatory Intervenors’ petitions to intervene and pre-filed testimony. Moreover, such inquiry is unrelated to the FPL Settlement Agreement and goes to Signatory Intervenors’ standing to participate in this proceeding. Per the First Revised OEP, discovery at this stage of the proceeding is expressly limited to the Settlement Agreement and, moreover, the time to take discovery related to Signatory Intervenors’ purpose and standing to participate in this docket has closed per the OEP. Simply stated, OPC’s attempt to make such inquiries is out of time, and out of scope.

24. The OPC Notice also seeks to take discovery on Signatory Intervenors’ respective understanding of the terms of the FPL Settlement Agreement.<sup>6</sup> The FPL Settlement Agreement is a written document, and the terms speak for themselves. A party’s “understanding” of the terms does not and cannot change the plain language contained within the four corners of the FPL Settlement Agreement. Further, and importantly, inquiries into a party’s understanding of and benefits from the FPL Settlement Agreement will necessitate disclosure of confidential settlement discussions that are protected by the Settling Intervenors’ NDAs. This information is not admissible pursuant to Section 90.408 of the Florida Evidence Code. Additionally, inquiries into

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<sup>5</sup> See Exhibit 1 (OPC Notice) at Attachment A (para 4., “The purpose of your participation in Docket No. 20250011-EI”).

<sup>6</sup> See Exhibit 1 (OPC Notice) at Attachment A (paras. 9-12).

a party's understanding of and benefits from the FPL Settlement Agreement may, if permitted, require the disclosure of attorney-client communications. Information protected by attorney-client privilege is not discoverable pursuant to Rule 1.280(c)(1) of the Florida Rules of Civil Procedure. To permit discovery on and require disclosure of such information would have a significant chilling effect on the Commission's long-standing policy to encourage settlements that provide benefits to customers and avoid unnecessary additional litigation expense.

25. Taken as a whole, the scope and purpose of the depositions as set forth in OPC's Notice lack the requisite specificity, are out of time and scope, and are for an improper purpose. Accordingly, a Motion for Protective Order denying the requested depositions in their entirety is appropriate.

26. Although the OPC's request to take Signatory Intervenors' depositions should be denied in its entirety for the reasons explained above, Signatory Intervenors will address each issue or topic identified in OPC's Notice and explain why it is improper, and why the discovery sought therein should not be had.

**Topic 1 (to both customer and organizational intervenors)**

27. Topic 1 seeks the following information:

All benefits, including both tangible and intangible benefits that you received, intend to receive, expect to receive, or will receive, as a result of that party signing the August 20, 2025, Stipulation and Settlement Agreement in Docket No. 20250011-EI;

28. Signatory Intervenors object to Topic 1 on the grounds that it is impermissible discovery into settlement negotiations and subject of NDAs, and vague and improper under the Rule 1.310(b)(6) of the Florida Rules of Civil Procedure.

29. Topic 1 is objectionable as it touches upon issues that were subject of confidential settlement negotiations between the parties and subject to NDAs between the Signatories to the

Settlement Agreement. The final terms of the Settlement Agreement are the product of a multifaceted compromise of many differing and competing positions by parties representing a broad range of interests and customers, and any discovery related to how the parties negotiated or reached final terms is impermissible under Section 90.408 and the NDAs. Discovery related to the discussions that led to the FPL Settlement Agreement are not permitted under Section 90.408 of the Florida Evidence Code.

30. Moreover, the inquiry into the benefits that Signatory Intervenors intend or expect to receive from the FPL Settlement Agreement goes to the “value” of the offer of compromise that is expressly inadmissible under Section 90.408. Further, the Commission does not review the value, impacts or benefits of the individual components of a settlement agreement; rather, the Commission must determine whether the settlement, when taken as a whole, is in the public interest. *See FAIR and Sierra Club, supra*. Therefore, this request of the Signatory Intervenors’ corporate representatives is improper, irrelevant, and is clearly intended to harass and annoy the Signatory Intervenors to the Settlement Agreement.

31. Topic 1 is also inadequate because it does not designate “with reasonable particularity the matters on which examination is requested.” Fla. R. Civ. P. 1.310(b)(6). Topics such as “[a]ll benefits, including both tangible and intangible benefits that you received, intend to receive, expect to receive, or will receive” are vague, ambiguous, and conclusory as to leave the Signatory Intervenors with little information on the specific areas of inquiry that OPC and FEL intend to ask of the corporate representatives in their depositions. Signatory Intervenors should not be forced to guess the specific component of the FPL Settlement Agreement that OPC and FEL will ask their corporate representatives in the deposition. Further, given this lack of specificity, it is not reasonably possible for Signatory Intervenors to identify the appropriate

corporate representative that is capable of having sufficient information or knowledge to be prepared to respond to questions regarding these unspecified topics. According, Topic 1 is too vague and improper under Rule 1.310(b)(6) and, therefore, discovery on Topic 1 should be denied.

**Topic 2 (to organizational intervenors)**

32. Topic 2 to organizational intervenors seeks the following information:

The general nature of your members as customers of FPL, including the rate classes under which your members are served and including approximate numbers of your members who are served under each such rate class;

33. Signatory Intervenors object to Topic 2 on the grounds it is impermissible discovery into topics other than the issues contained in the settlement, already in the record, and is untimely.

34. Topic 2 calls for testimony related to standing of the signatories and is not related to the issues in the FPL Settlement Agreement as required by the First Revised OEP. Nowhere in the FPL Settlement Agreement does it address or discuss standing. Thus, this topic is clearly not related to the issues in the FPL Settlement Agreement and, therefore, is not permitted at this phase of the proceeding.

35. Further, the information requested in Topic 2 is contained in their respective Petitions to Intervene filed by organizational Signatory Intervenors, as well as the direct and/or settlement testimony of Signatory Intervenors' witnesses filed on June 9, 2025 and/or September 3, 2025. Thus, the information sought in Topic 2 is already available to OPC.

36. Based on the foregoing, it is clear the true purpose of seeking a deposition on Topic 2 is for the purposes of "annoyance, embarrassment, oppression, or undue burden or expense" and, therefore, not permitted under Rules 1.280 and 1.310(b)(6) of the Florida Rules of Civil Procedure.

**Topic 2 (to customer intervenors)**

37. Topic 2 to customer intervenors asked "The general nature of you, as a customer of

FPL, including the rate classes under which you are being served.”

38. For the same reasons stated above with respect to Topic 2 directed at organizational intervenors, Signatory Intervenors object to Topic No. 2 on the grounds it is impermissible discovery into topics other than the issues contained in the settlement, already in the record, and is untimely.

### **Topic 3**

39. Topic 3 seeks the following information:

The rates that your members expect to be charged if the August 20, 2025, Stipulation and Settlement Agreement is approved as compared to the rates that your members would be charged if FPL’s originally requested rate increases were approved;

40. Signatory Intervenors object to Topic No. 3 on the grounds it is unduly burdensome oppressive, irrelevant, and not likely to lead to admissible evidence and is not a proper topic for a corporate representative to know.

41. Topic 3 is unduly burdensome for organizational intervenors, as there are multiple members of Signatory Intervenors and they are not all necessarily charged the same singular rates, nor do they have the same usage.<sup>7</sup> In fact, some members may have multiple accounts and be served under multiple rate classifications. To require a corporate representative of Signatory Intervenors, on behalf of each of its members who are customers of FPL, to calculate each member’s expected rate under (i) the FPL Settlement Agreement and (ii) the original petition is unduly burdensome, oppressive, irrelevant and not likely to lead to admissible evidence in this proceeding as prohibited by Rule 1.280, Florida Rules of Civil Procedure.

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<sup>7</sup> For example, FEA represents all of FPL’s federal customers including but not limited to every military installation, every federal courthouse, federal building, military recruiting office, and even post offices. All of which receive varying amounts of power on different accounts subject to different rates.

42. Topic 3 is also entirely unnecessary as all the rates for each rate class are set forth in the tariff attached to the FPL Settlement Agreement. To the extent that OPC seeks to inquire about the rate to be paid by one or more particular classes under the FPL Settlement Agreement versus FPL's original as-filed rates, that information is already available to OPC.

43. Topic 3 is further objectionable on the grounds that it is improper to ask the corporate representative for organizational intervenors to purport to know what "your members expect." This is a deposition of the corporate representative and, as such, the witness cannot realistically be expected to have knowledge of each individual member's expectation and should be expected to only speak on behalf of the organization as a whole.

44. Based on the foregoing, it is clear the true purpose of seeking a deposition of the signatory's representative on this topic is for undue harassment and annoyance of the signatory and should not be permitted.

#### **Topic 4**

45. Topic 4 seeks the following information:

The purpose of your participation in Docket No. 20250011-EI;

46. Signatory Intervenor objects to Topic 4 on the grounds it is impermissible discovery into topics other than the issues contained in the settlement, already in the record, and is untimely.

47. Topic 4 calls for testimony related to standing of the organizational signatories and is not related to the issues in the FPL Settlement Agreement as required by the First Revised OEP. Nowhere in the FPL Settlement Agreement does it address or discuss standing. Thus, this topic is clearly not related to the issues in the FPL Settlement Agreement and, therefore, is not permitted at this phase of the proceeding.

48. Further, the information requested in Topic 4 is contained in the Petitions to Intervene filed by Signatory Intervenors, as well as the direct and/or settlement testimony of Signatory Intervenors' witnesses. Thus, the information sought in Topic 2 is already available to OPC.

49. Based on the foregoing, it is clear the true purpose of seeking a deposition on Topic 4 is for the purposes of "annoyance, embarrassment, oppression, or undue burden or expense" and, therefore, not permitted under Rules 1.280 and 1.310(b)(6) of the Florida Rules of Civil Procedure.

### **Topic 5**

50. Topic 5 seeks the following information:

Your corporate purposes<sup>8</sup>;

51. Signatory Intervenors object to Topic 5 on the grounds it is impermissible discovery into topics other than the issues contained in the settlement, calls for information already in the record, and is untimely.

52. Topic 5 calls for testimony unrelated to the issues in the FPL Settlement Agreement as required by the First Revised OEP. Nowhere in the FPL Settlement Agreement does it address or discuss standing or the corporate nature of any of the Signatory Intervenors. Thus, this topic is clearly not related to the issues in the FPL Settlement Agreement and, therefore, is not permitted at this phase of the proceeding.

53. Further, the information requested in Topic 5 is contained in the Petitions to Intervene filed by Signatory Intervenors, as well as the direct and/or settlement testimony of Signatory Intervenors' witnesses. Thus, the information sought in Topic 5 is already available to OPC.

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<sup>8</sup> This makes no sense directed at FEA.

54. Based on the foregoing, it is clear the true purpose of seeking a deposition on Topic 5 is for the proposes of “annoyance, embarrassment, oppression, or undue burden or expense” and, therefore, not permitted under Rules 1.280 and 1.310(b)(6) of the Florida Rules of Civil Procedure.

**Topic 6 (similar versions sent to organizational and customer intervenors)**

55. Topic 6 seeks the following information:

(to organizational intervenors): Provisions of your Articles of Incorporation or your Bylaws that confer upon you the authority to enter into the August 20, 2025, Stipulation and Settlement Agreement, on behalf of your members;

(to customer intervenors): Any documents that reflect your specific authorization to enter into the August 20, 2025 Stipulation and Settlement Agreement;

56. Signatory Intervenors object to Topic 6 on the grounds it is impermissible discovery into topics other than the issues contained in the settlement, and is irrelevant and untimely.

57. Topic 6 asks for testimony related to corporate authority to enter into the FPL Settlement Agreement and is not related to the issues in the FPL Settlement Agreement as required by the First Revised OEP. Nowhere in the FPL Settlement Agreement does it address or discuss a party’s authority to act. Thus, this topic is clearly not related to the issues in the FPL Settlement Agreement and, therefore, is not permitted at this phase of the proceeding.

58. Further, the information requested by OPC in Topic 6 (the authority of the organization to act on behalf of its members or authority of the organization to act) is completely inappropriate and beyond the issues for the Commission to decide in this docket. Indeed, whether an entity has authority to agree to a settlement on behalf of its organization is a matter between the members and the organization or for the organization itself. The Commission lacks subject matter jurisdiction over such issues.

59. Based on the foregoing, it is clear the true purpose of seeking a deposition on Topic



6 is for the proposes of “annoyance, embarrassment, oppression, or undue burden or expense” and, therefore, not permitted under Rules 1.280 and 1.310(b)(6) of the Florida Rules of Civil Procedure.

**Topic 7 (to organizational intervenors)**

60. Topic 7 seeks the following information:

Any documents that reflect the specific authorization by any specific members of your organization to enter into the August 20, 2025, Stipulation and Settlement Agreement;

61. Signatory Intervenors object to Topic 7 on the grounds it is impermissible discovery into topics other than the issues contained in the settlement and is irrelevant.

62. Topic 7 asks for testimony related to corporate authority to act on behalf of Signatory Intervenors’ members to enter into the FPL Settlement Agreement. Such information is completely inappropriate and beyond the issues for the Commission to decide in this docket. Indeed, whether an entity has authority to agree to a settlement on behalf of its organization is a matter between the members and the organization. The Commission lacks subject matter jurisdiction over such issues.

63. Additionally, the information sought in Topic 7 appears to be an improper challenge to the authority of counsel for Signatory Intervenors to act on its behalf and in its interest. This topic would also be beyond the scope of this proceeding and outside the jurisdiction of the Commission to decide in this docket. Florida attorneys are governed by the Rules Regulating the Florida Bar as promulgated by the Florida Supreme Court, which enforces these Rules following investigation and prosecution by The Florida Bar as an arm of the Court. Among other ethical rules, all attorneys are ethically bound by Rule 4-1.2(a) of the Rules Regulating The Florida Bar, which states in relevant part:

... a lawyer must abide by a client’s decisions concerning the objectives of representation, and, as required by rule 4-1.4, must

reasonably consult with the client as to the means by which they are to be pursued. A lawyer may take action on behalf of the client that is impliedly authorized to carry out the representation. A lawyer must abide by a client's decision whether to settle a matter.

Any discovery into the question of an attorney's compliance with this rule is completely inappropriate and irrelevant in this proceeding.

64. Based on the foregoing, it is clear the true purpose of seeking a deposition on Topic 7 is for the purposes of "annoyance, embarrassment, oppression, or undue burden or expense" and, therefore, not permitted under Rules 1.280 and 1.310(b)(6) of the Florida Rules of Civil Procedure.

**Topic 8 (to organizational intervenors)**

65. Topic 8 seeks the following information:

Any documents that reflect any specific requests by any specific members of your organization that you become a signatory to the August 20, 2025, Stipulation and Settlement in Docket No. 20250011-EI;

66. Signatory Intervenors objects to Topic 8 on the grounds it is impermissible discovery into topics other than the issues contained in the settlement, is irrelevant, and seeks discovery regarding documents that are protected by the attorney-client privilege.

67. Topic 8 asks for testimony related to corporate authority to act on behalf of Signatory Intervenors' members to enter into the FPL Settlement Agreement. Such information is completely inappropriate and beyond the issues for the Commission to decide in this docket and is irrelevant and not likely to lead to the discovery of admissible evidence. Indeed, whether an entity has authority to agree to a settlement on behalf of its organization is a matter between the members and the organization. The Commission lacks subject matter jurisdiction over such issues.

68. Additionally, the information sought in Topic 8 appears to be an improper challenge to the authority of counsel for each of the Signatory Intervenors to act on its behalf and in its

interest. This topic would also be beyond the scope of this proceeding and outside the jurisdiction of the Commission to decide in this docket. Florida attorneys are governed by the Rules Regulating the Florida Bar as promulgated by the Florida Supreme Court, which enforces these Rules following investigation and prosecution by The Florida Bar as an arm of the Court. Among other ethical rules, all attorneys are ethically bound by Rule 4-1.2(a) of the Rules Regulating The Florida Bar. Any discovery into the question of an attorney's compliance with this rule is completely inappropriate and irrelevant in this proceeding.

69. Based on the foregoing, it is clear the true purpose of seeking a deposition on Topic 8 is for the proposes of “annoyance, embarrassment, oppression, or undue burden or expense” and, therefore, not permitted under Rules 1.280 and 1.310(b)(6) of the Florida Rules of Civil Procedure.

**Topic 9 (for organizational intervenors); Topic 7 (for customer intervenors)**

70. Topic 9/7 seeks the following information:

The identity or identities of the persons who authorized you to become a signatory to the August 20, 2025, Stipulation and Settlement;

71. Signatory Intervenors object to Topic 9/7 on the grounds it is impermissible discovery into topics other than the issues contained in the settlement, is an improper inquiry into attorney-client communications, and is irrelevant. If allowed, questioning on Topic 9/7 also delves into protected confidential information.

72. Topic 9/7 asks for testimony related to corporate authority to act on behalf of Signatory Intervenors' members to enter into the FPL Settlement Agreement. Such information is completely inappropriate and beyond the issues for the Commission to decide in this docket and is irrelevant and not likely to lead to the discovery of admissible evidence. Indeed, whether an entity has authority to agree to a settlement on behalf of itself or its organization is a matter between

the members and the organization or within the corporation itself. The Commission lacks subject matter jurisdiction over such issues.

73. Topic 9/7 also appears to delve into matters that would have been the subject of confidential internal settlement discussions between Signatory Intervenors, organizational Signatory Intervenors' members, and their counsel. In addition to being irrelevant and inappropriate, this type of inquiry is prohibited by Section 90.502 of the Florida Evidence Code.

74. Additionally, the information sought in Topic 9/7 appears to be an improper challenge to the authority of counsel for each of the Signatory Intervenors to act on their behalf and in their interest. This topic would also be beyond the scope of this proceeding and outside the jurisdiction of the Commission to decide in this docket. Florida attorneys are governed by the Rules Regulating the Florida Bar as promulgated by the Florida Supreme Court, which enforces these Rules following investigation and prosecution by The Florida Bar as an arm of the Court. Among other ethical rules, all attorneys are ethically bound by Rule 4-1.2(a) of the Rules Regulating The Florida Bar. Any discovery into the question of an attorney's compliance with this rule is completely inappropriate and irrelevant in this proceeding.

75. Based on the foregoing, it is clear the true purpose of seeking a deposition on Topic 9/7 is for the proposes of "annoyance, embarrassment, oppression, or undue burden or expense" and, therefore, not permitted under Rules 1.280 and 1.310(b)(6) of the Florida Rules of Civil Procedure.

**Topic 10 (for organizational intervenors); Topic 8 (for customer intervenors)**

76. Topic 10/8 seeks the following information:

The basis upon which the person or persons who authorized you to become a signatory to the August 20, 2025, Stipulation and Settlement gave their authorization to do so;

77. Signatory Intervenors object to Topic 10/8 on the grounds it is impermissible discovery into topics other than the issues contained in the settlement, is an improper inquiry into attorney-client communications, is irrelevant, and is improper under the Florida Rules of Civil Procedure.

78. Topic 10/8 asks for testimony related to corporate authority to act on behalf of Signatory Intervenors to enter into the FPL Settlement Agreement. Such information is completely inappropriate and beyond the issues for the Commission to decide in this docket and is irrelevant and not likely to lead to the discovery of admissible evidence. Indeed, whether an entity has authority to agree to a settlement on behalf of itself or its organization is a matter between the corporation and between members and the organization. The Commission lacks subject matter jurisdiction over such issues.

79. Additionally, the information sought in Topic 10/8 appears to be an improper challenge to the authority of counsel for each of the Signatory Intervenors to act on its behalf and in its interest. This topic would also be beyond the scope of this proceeding and outside the jurisdiction of the Commission to decide in this docket. Florida attorneys are governed by the Rules Regulating the Florida Bar as promulgated by the Florida Supreme Court, which enforces these Rules following investigation and prosecution by The Florida Bar as an arm of the Court. Among other ethical rules, all attorneys are ethically bound by Rule 4-1.2(a) of the Rules Regulating The Florida Bar. Any discovery into the question of an attorney's compliance with this rule is completely inappropriate and irrelevant in this proceeding.

80. Topic 10/8 also appears to delve into matters that would have been the subject of confidential internal settlement discussions between Signatory Intervenors, its members, and its counsel. In addition to being irrelevant and inappropriate, this type of inquiry is prohibited by

Section 90.502 of the Florida Evidence Code.

81. Finally, Topic 10/8 seeks to ask the corporate representative of Signatory Intervenor to provide testimony as to the basis upon which individuals decided to authorize Signatory Intervenor to enter into the FPL Settlement Agreement. This topic is asking the corporate representative to testify about knowledge of individual members of Signatory Intervenor and not the organization as authorized under the rules. Such a request is beyond the scope of a proper deposition under Rule 1.310(b)(6) of the Florida Rules of Civil Procedure.

82. Based on the foregoing, it is clear the true purpose of seeking a deposition on Topic 10/8 is for the purposes of “annoyance, embarrassment, oppression, or undue burden or expense” and, therefore, not permitted under Rules 1.280 and 1.310(b)(6) of the Florida Rules of Civil Procedure.

**Topic 11 (for organizational intervenors); Topic 9 (for customer intervenors)**

83. Topic 11/9 seeks the following information:

The understanding of those who authorized you to become a signatory to the August 20, 2025, Stipulation and Settlement of the terms of that Settlement;

84. Signatory Intervenor objects to Topic 11/9 on the grounds it is impermissible discovery into settlement negotiations and subject of NDAs, is impermissible discovery into topics other than the issues contained in the settlement, is an improper inquiry into attorney-client communications, is a prohibited inquiry into settlement negotiations, is irrelevant, and is improper under the Florida Rules of Civil Procedure.

85. Topic 11/9 is objectionable as it touches upon issues that were subject of confidential settlement negotiations between the parties and subject to NDAs between the signatories to the Settlement Agreement. The final terms of the Settlement Agreement are the

product of a multi-faceted compromise of many differing and competing positions by parties representing a broad range of interests and customers, and any discovery related to how the parties negotiated or reached its final terms are impermissible under Section 90.408 and the NDAs. Discovery related to the “basis upon which the person or persons” authorized Signatory Intervenors to agree to the FPL Settlement Agreement are not permitted under Section 90.408 of the Florida Evidence Code.

86. Topic 11/9 also appears to delve into matters that would have been the subject of confidential internal settlement discussions between Signatory Intervenors’ corporate officers or members, and their counsel. In addition to being irrelevant and inappropriate, this type of inquiry is prohibited by Section 90.502 of the Florida Evidence Code.

87. Moreover, the inquiry into a member’s understanding of the various terms set forth in the FPL Settlement Agreement goes to the “value” of the offer of compromise that is expressly inadmissible under Section 90.408. Further, the Commission does not review the value, impacts or benefits of the individual components of a settlement agreement; rather, the Commission must determine whether the settlement, when taken as a whole, is in the public interest. *See FAIR and Sierra Club, supra*. Therefore, this request to ask the corporate representative of a signatory to the settlement agreement is improper, irrelevant, and is clearly intended to harass and annoy the signatory to the Settlement Agreement.

88. Finally, Topic 11/9 seeks to ask the corporate representative of Signatory Intervenors to provide testimony as to the understanding of the member that decided to authorize Signatory Intervenors to enter into the FPL Settlement Agreement. This topic is asking the corporate representative to testify about knowledge of individual members of Signatory Intervenors and not the organization as authorized under the rules. Such a request is beyond the

scope of a proper deposition under Rule 1.310(b)(6) of the Florida Rules of Civil Procedure.

89. Based on the foregoing, it is clear the true purpose of seeking a deposition on Topic 11/9 is for the purposes of “annoyance, embarrassment, oppression, or undue burden or expense” and, therefore, not permitted under Rules 1.280 and 1.310(b)(6) of the Florida Rules of Civil Procedure.

**Topic 12 (for organizational intervenors); Topic 10 (for customer intervenors)**

90. Topic 12/10 seeks the following information:

The understanding of those who authorized you to become a signatory to the August 20, 2025, Stipulation and Settlement of the impact of the terms of that Settlement on your members [or “on you” for customer intervenors]

91. Signatory Intervenors object to Topic 12/10 on the grounds it is impermissible discovery into settlement negotiations and subject of a NDAs, is impermissible discovery into topics other than the issues contained in the settlement, is an improper inquiry into attorney-client communications, is a prohibited inquiry into settlement negotiations, is irrelevant, and is improper under the Florida Rules of Civil Procedure.

92. Topic 12/10 is objectionable as it touches upon issues that were subject of confidential settlement negotiations between the parties and subject to a NDAs between the Signatory Parties. The final terms of the Settlement Agreement are the product of a multi-faceted compromise of many differing and competing positions by parties representing a broad range of interests and customers, and any discovery related to how the parties negotiated or reached its final terms are impermissible under Section 90.408 and the NDAs. Discovery related to the “basis upon which the person or persons” authorized Signatory Intervenors to agree to the FPL Settlement Agreement are not permitted under Section 90.408 of the Florida Evidence Code.

93. Topic 12/10 also appears to delve into matters that would have been the subject of



confidential internal settlement discussions between Signatory Intervenors, their corporate officers or members, and their counsel. In addition to being irrelevant and inappropriate, this type of inquiry is prohibited by Section 90.502 of the Florida Evidence Code.

94. Moreover, the inquiry into a member's understanding of impacts of the various terms set forth in the FPL Settlement Agreement goes to the "value" of the offer of compromise that is expressly inadmissible under Section 90.408. Further, the Commission does not review the value, impacts or benefits of the individual components of a settlement agreement; rather, the Commission must determine whether the settlement, when taken as a whole, is in the public interest. *See FAIR and Sierra Club, supra*. Therefore, this request to ask the corporate representative of a signatory to the settlement agreement is improper, irrelevant, and is clearly intended to harass and annoy the signatory to the Settlement Agreement.

95. Finally, Topic 12 seeks to ask the corporate representative of organizational Signatory Intervenors to provide testimony as to the understanding of the impacts to the individual members that decided to authorize Signatory Intervenors to enter into the FPL Settlement Agreement. This topic is asking the corporate representative to testify about knowledge of individual members of Signatory Intervenors and not the organization as authorized under the rules. Such a request is beyond the scope of a proper deposition under Rule 1.310(b)(6) of the Florida Rules of Civil Procedure.

96. Based on the foregoing, it is clear the true purpose of seeking a deposition on Topic 12/10 is for the purposes of "annoyance, embarrassment, oppression, or undue burden or expense" and, therefore, not permitted under Rules 1.280 and 1.310(b)(6) of the Florida Rules of Civil Procedure.

**Topic 13 (for organizational intervenors); Topic 11 (for customer intervenors)**

97. Topic 13/11 seeks the following information:

The understanding of those who authorized you to become a signatory to the August 20, 2025, Stipulation and Settlement of the impact of the terms of that Settlement on the residential customers served by FPL;

98. Signatory Intervenors objects to Topic 13/11 on the grounds it is impermissible discovery into settlement negotiations and subject of a NDAs, is impermissible discovery into topics other than the issues contained in the settlement, is an improper inquiry into attorney-client communications, is a prohibited inquiry into settlement negotiations, is irrelevant, and is improper under the Florida Rules of Civil Procedure.

99. Topic 13/11 is objectionable as it touches upon issues that were subject of confidential settlement negotiations between the parties and subject to a NDAs between the signatories to the Settlement Agreement. The final terms of the Settlement Agreement are the product of a multi-faceted compromise of many differing and competing positions by parties representing a broad range of interests and customers, and any discovery related to how the parties negotiated or reached its final terms are impermissible under Section 90.408 and the NDAs. Discovery related to the “basis upon which the person or persons” authorized Signatory Intervenors to agree to the FPL Settlement Agreement are not permitted under Section 90.408 of the Florida Evidence Code.

100. Topic 13/11 also appears to delve into matters that would have been the subject of confidential internal settlement discussions between Signatory Intervenors, their corporate officers or members, and their counsel. In addition to being irrelevant and inappropriate, this type of inquiry is prohibited by Section 90.502 of the Florida Evidence Code.

101. Moreover, the inquiry into Settling Intervenors’ understanding of impacts of the various terms set forth in the FPL Settlement Agreement on residential customers goes to the

“value” of the offer of compromise that is expressly inadmissible under Section 90.408. Further, the Commission does not review the value, impacts or benefits of the individual components of a settlement agreement; rather, the Commission must determine whether the settlement, when taken as a whole, is in the public interest. *See FAIR and Sierra Club, supra*. Therefore, this request to ask the corporate representative of a signatory to the settlement agreement is improper, irrelevant, and is clearly intended to harass and annoy the signatory to the Settlement Agreement.

102. Finally, Topic 13 seeks to ask the corporate representative of Signatory Intervenors to provide testimony as to the understanding of the individual members that decided to authorize Signatory Intervenors to enter into the FPL Settlement Agreement of the impacts to the residential customers. This topic is asking the corporate representative to testify about knowledge of individual members of Signatory Intervenors and not the organization as authorized under the rules. Such a request is beyond the scope of a proper deposition under Rule 1.310(b)(6) of the Florida Rules of Civil Procedure.

103. Based on the foregoing, it is clear the true purpose of seeking a deposition on Topic 13/11 is for the purposes of “annoyance, embarrassment, oppression, or undue burden or expense” and, therefore, not permitted under Rules 1.280 and 1.310(b)(6) of the Florida Rules of Civil Procedure.

**Topic 14 (for organizational intervenors); Topic 12 (for customer intervenors)**

104. Topic 14 seeks the following information:

The understanding of those who authorized you to become a signatory to the August 20, 2025, Stipulation and Settlement of the impact of the terms of that Settlement on non-demand-metered commercial or “General Service” customers served by FPL;

105. Signatory Intervenors objects to Topic 14/12 on the grounds it is impermissible discovery into settlement negotiations and subject of a NDAs, is impermissible discovery into

topics other than the issues contained in the settlement, is an improper inquiry into attorney-client communications, is a prohibited inquiry into settlement negotiations, is irrelevant, and is improper under the Florida Rules of Civil Procedure.

106. Topic 14/12 is objectionable as it touches upon issues that were subject of confidential settlement negotiations between the parties and subject to a NDAs between the signatories to the Settlement Agreement. The final terms of the Settlement Agreement are the product of a multi-faceted compromise of many differing and competing positions by parties representing a broad range of interests and customers, and any discovery related to how the parties negotiated or reached its final terms are impermissible under Section 90.408 and the NDAs. Discovery related to the “basis upon which the person or persons” authorized Signatory Intervenor to agree to the FPL Settlement Agreement are not permitted under Section 90.408 of the Florida Evidence Code.

107. Topic 14 /12 also appears to delve into matters that would have been the subject of confidential internal settlement discussions between Signatory Intervenor, its members, and its counsel. In addition to being irrelevant and inappropriate, this type of inquiry is prohibited by Section 90.502 of the Florida Evidence Code.

108. Moreover, the inquiry into Signatory Intervenor’s understanding of impacts of the various terms set forth in the FPL Settlement Agreement on non-demand-metered commercial and GS customers goes to the “value” of the offer of compromise that is expressly inadmissible under Section 90.408. Further, the Commission does not review the value, impacts or benefits of the individual components of a settlement agreement; rather, the Commission must determine whether the settlement, when taken as a whole, is in the public interest. *See FAIR and Sierra Club, supra*. Therefore, this request to ask the corporate representative of a signatory to the settlement

agreement is improper, irrelevant, and is clearly intended to harass and annoy the signatory to the Settlement Agreement.

109. Finally, Topic 14/12 seeks to ask the corporate representative of Signatory Intervenor to provide testimony as to the understanding of the individual members that decided to authorize Signatory Intervenor to enter into the FPL Settlement Agreement of the impacts to the non-demand-metered commercial and GS customers. This topic is asking the corporate representative to testify about knowledge of individual members of Signatory Intervenor and not the organization as authorized under the rules. Such a request is beyond the scope of a proper deposition under Rule 1.310(b)(6) of the Florida Rules of Civil Procedure.

110. Based on the foregoing, it is clear the true purpose of seeking a deposition on Topic 14/12 is for the purposes of “annoyance, embarrassment, oppression, or undue burden or expense” and, therefore, not permitted under Rules 1.280 and 1.310(b)(6) of the Florida Rules of Civil Procedure.

#### **IV. DISCOVERY SOUGHT IN THE FEL NOTICE IS IMPROPER**

111. In serving the FEL Notice, FEL informed Signatory Intervenor that “If OPC’s as-noticed 1.310(b)(6) depositions proceed forward as noticed, we would be amendable [sic] to cancelling these depositions, as we believe the material could be covered by OPC’s as-noticed depositions.” Therefore, Signatory Intervenor contend that the same reasons that should preclude OPC’s depositions equally apply to FEL’s noticed deposition, which seek privileged information, information protected by NDAs, irrelevant information, are untimely and beyond the scope of the current OEP.

112. In addition, Signatory Intervenor have several further objections to FEL’s topics, as explained below.

113. FEL's Topic 1 seeks corporate representative testimony on "why the party believes the purported settlement agreement filed on August 20, 2025 is in the public interest." Signatory Intervenor note that this is the ultimate issue for the Commission, not Settling Intervenor, to decide after weighing all the evidence presented on FPL's direct case and on the Settlement Agreement. Moreover, this question implicates attorney-client privilege, attorney work product and information subject to NDAs.

114. FEL's Topic 2 seeks corporate representative testimony on "why the party believes the agreement results in rates that are fair, just and reasonable." Signatory Intervenor note that this is an issue for the Commission, not Settling Intervenor, to decide after weighing all the evidence presented on FPL's direct case and on the Settlement Agreement. Moreover, this topic implicates attorney-client privilege, attorney work product and information subject to NDAs.

115. FEL's Topic 3 seeks corporate representative testimony on "why the party believes the agreement is supported by a 'diverse coalition' (if the party believes that)." The Settlement Agreement identifies the thirteen different Signatory Parties and speaks for itself on this topic. Moreover, the differences among the Signatory Parties themselves can be gleaned from the Signatory Parties' Petitions to Intervene and direct and/or settlement testimonies and exhibits. Finally, the "answer" to this topic is subjective, and answers to this question are irrelevant to whether the Settlement Agreement as a whole is in the public interest.

116. FEL's Topic 4 seeks corporate representative testimony on "why the party believes the agreement 'serves the best interests of the customers they represent' (page 10 of the Joint Motion for Approval of the Settlement Agreement)." This topic directly implicates attorney-client privilege, attorney work product and information subject to NDAs.

117. FEL's Topic 5 seeks corporate representative testimony on "the bases for the party

contending it ‘has agreed to concessions to the others’ (page 2 of the purported agreement).” This topic directly implicates attorney-client privilege, attorney work product and information subject to NDAs.

118. FEL’s Topic 6 seeks corporate representative testimony on “the bases for the party contending into the agreement ‘in compromise of their respective positions’ (page 2 of the purported agreement).” This topic directly implicates attorney-client privilege, attorney work product and information subject to NDAs.

119. Based on the foregoing, it is clear the true purpose of seeking a deposition on each of FEL’s topics is for the proposes of “annoyance, embarrassment, oppression, or undue burden or expense” and, therefore, FEL’s requested depositions are not permitted under Rules 1.280 and 1.310(b)(6) of the Florida Rules of Civil Procedure.

## **V. CONCLUSION**

120. For the foregoing reasons, neither OPC’s nor FEL’s requested Rule 1.310(b)(6) depositions of Signatory Intervenor’s corporate representatives are being conducted in good faith but, rather, for the purpose of harassment, annoyance, and to cause undue burden upon a party because they joined the proposed 2025 Stipulation and Settlement Agreement. Most of the deposition topics are overly broad and a corporate representative could not reasonably be expected to have sufficient knowledge to be able to testify about such broad topics, such as the understanding and expectations of individual members of Signatory Intervenor’s or impacts on a corporation as a whole. The discovery sought through the deposition of Signatory Intervenor’s corporate representatives would require the disclosure of confidential internal settlement communications, confidential settlement negotiations among Signatory Parties, and information that is protected by attorney-client privilege.

121. Based on the foregoing, a protective order pursuant to Rules 1.280 and 1.310(b)(6) of the Florida Rules of Civil Procedure is warranted, prohibiting OPC and FEL from taking the corporate representative depositions of Signatory Intervenors.

**WHEREFORE**, for the above and foregoing reasons Signatory Intervenors respectfully requests an order granting this motion in its entirety, prohibiting OPC and FEL from taking the corporate representative depositions of Signatory Intervenors.

Respectfully submitted,

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**CERTIFICATE OF SERVICE**  
**20250011-EI**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing has been furnished  
by electronic mail this 7th day of September 2025 to the following parties:

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