BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for rate increase by Florida Power & Light Company	)	DOCKET NO. 20250011-EI

FLORIDA RISING'S, LEAGUE OF UNITED LATIN AMERICAN CITIZENS' & ENVIRONMENTAL CONFEDERATION OF SOUTHWEST FLORIDA'S RESPONSE IN OPPOSITION TO FPL SIGNATORIES' MOTION FOR PROTECTIVE ORDER REGARDING CORPORATE REPRESENTATIVE DEPOSITIONS

Florida Rising, Inc., LULAC Florida, Inc., better known as the League of United Latin American Citizens of Florida ("LULAC"), and the Environmental Confederation of Southwest Florida, Inc. ("ECOSWF") (collectively, "FEL"), hereby respond in opposition to Motion for Protective Order Regarding Corporate Representative Depositions ("Challenged Motion"), filed on September 7th, 2025, by 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, the "FPL Signatories").[1] The Challenged Motion is without legal merit and must be denied.

[1] FEL unequivocally rejects any framing of the FPL Signatories parties as "Signatory Intervenors" inasmuch as it incorrectly implies—as was the case in the September 8, 2025 Prehearing Conference—that the Office of Public Counsel, FEL, and Floridians against Increased Rates are the "Non-signatory Intervenors." At this time, every party to this docket has signed one of two competing settlement agreements, so either every intervenor is a signatory party, or else none are. In the spirit of conciliation, FEL will refer to the SIP agreement filed August 20, 2025, as the "FPL Settlement" and its signatory intervenors as the "FPL Signatories,"

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 controlling dates in this proceeding. This included the July 23, 2025 discovery deadline and the August 11-22, 2025 hearing dates for FPL's originally-filed, pre-settlement case.

3. All intervenors, other than the statutorily appointed public representative, the Office of Public Counsel, filed petitions to intervene, which were *conditionally* approved by the Commission at various times prior to the July 25, 2025, Prehearing Conference. Each order granting intervention specifically noted the provisional nature of the finding and reiterated the burden on each party to present evidence to substantiate the allegations made in each party's petition to intervene.

4. On August 8, 2025—less than one business day before the beginning of the two-week evidentiary hearing on FPL's petition to increase base rates—FPL and the FPL Signatories filed a Notice of Settlement in Principle and Joint Motion to Suspend the Schedule and Amend Procedural Order, which was granted at the start of the hearing on August 11, 2025.

5. On August 20, 2025, FPL and the FPL Signatories filed a Joint Motion for Approval of Settlement Agreement ("FPL Settlement Motion"). The FPL Settlement Motion was individually signed by a representative for each of the FPL Signatories. FPL Settlement Motion at 11-13.

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and will refer to the CMP agreement filed on August 26, 2025, as the "OPC Settlement" and its intervenor signatories as the "OPC Signatories."

6. Among other things, the FPL Settlement Motion asserts that "Each of the Signatories agrees that it has entered into the Settlement Agreement voluntarily, that it fairly and reasonably balances the various positions of the parties on issues in this proceeding, and that it serves the best interests of the customers they represent and the public interest in general." *Id.* at 10 (¶ 3). The FPL Settlement itself states that "The Parties agree that approval of this Agreement is in the public interest." *Id.* at 28 (¶ 31). Thus, every one of the FPL Signatories openly and publicly attested to that the FPL Settlement is, purportedly, "in the public interest."

7. On August 22, 2025, the Prehearing Officer issued a Revised OEP with a new procedural schedule and discovery protocols due to the FPL Settlement. The Revised OEP authorizes discovery relevant to "issues in the Settlement Agreement."

8. On August 28, 2025, FPL, intervenors, and Commission staff met for an informal meeting to discuss a preliminary list of the major elements of the FPL Settlement and the recommended process to move forward with its evaluation. All FPL Signatories had a legal representative in attendance, or at least had the opportunity to have a legal representative in attendance. During the meeting, the Public Counsel announced that, once testimony supporting the FPL Settlement had been filed, OPC would be noticing depositions of corporate representatives for all FPL Signatories, pursuant to Florida Rule of Civil Procedure 1.310(b)(6). All parties were thus put on notice no later than August 28 of OPC's intention to seek 1.310(b)(6) depositions of FPL Signatories' corporate representatives.

9. On Wednesday, September 3, 2025, FPL and two of the FPL Signatories filed six sets of testimony in support of the FPL Settlement.

10. On the same day, OPC emailed all intervenors, FPL, and Commission staff, with a proposed schedule for the 1.310(b)(6) depositions that suggested time slots for each party on the following Thursday and Friday, September 11-12, 2015. In addition, the email contained two attachments providing 1) a list of twelve specific topics on which OPC would seek to question representatives of individual customers (e.g., AWI), and 2) a list of fourteen specific topics on which OPC would seek to question representatives of associations (e.g., FRF) (collectively, "OPC noticed topics").
11. Late on September 4, 2025, a representative of the FPL Signatories acknowledged the collective receipt of the OPC email and attachments containing the proposed deposition topics. The email additionally stated that the FPL Signatories would move for a protective order against OPC's proposed depositions but was not styled or received as a conferral for party positions on such a motion.
12. On the morning of September 5, 2025, a representative for FEL exchanged emails with a representative for the FPL Signatories. FEL sought in good faith to understand the basis for this objection and other ongoing settlement discovery disputes but received no explanation. A complete and accurate copy of the full email exchanges between September 3-5, 2025 referenced in paragraphs 10-12 is attached as Exhibit 1.
13. On September 5, 2025, OPC served official Notices of Depositions Duces Tecum on the FPL Signatories, pursuant to Rule 1.310(b)(6) of the Florida Rules of Civil Procedure, seeking to depose the corporate representative(s) each signing party who is (are) most directly knowledgeable of the OPC noticed topics that had been previously shared with the FPL Signatories and subsequently attached to OPC's notice.

14. FEL maintains OPC's noticed topics were appropriate. However, out of an abundance of caution, on September 5, 2025, FEL filed its own Notice of Depostitions Duces Tecum on the FPL Signatories, for the same times and dates as the OPC Notice but covering an even narrower set of topics. The FEL Notice specifically identified six areas on which it seeks to ask questions to the FPL Signatories' corporate representatives: 1) why the party believes the purported settlement agreement filed on August 20, 2025 is in the public interest;[2] 2) why the party believes the agreement results in rates that are fair, just, and reasonable;[3] 3) why the party believes that the agreement is supported by a "diverse coalition" (if the party believes that);[4] 4) why the party believes the agreement "serves the best interests of the customers they represent";[5] 5) the bases for the party contending it "has agreed to concessions to the others";[6] and 6) the bases for the party contending it entered into the agreement "in compromise of their respective positions."[7]

15. On September 7, 2025, the FPL Signatories filed the Challenged Motion, asking the Commission to wholly prohibit both the 1.310(b)(6) depositions as noticed by both OPC and FEL on the bases that both the OPC noticed topics and FEL noticed topics seek information that is privileged, subject to an NDA, irrelevant, or untimely.

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[2] FPL Settlement Motion at 10 (¶ 3), 11; FPL Settlement at 28 (¶ 31).
[3] FPL Settlement Motion at 11.
[4] *See, e.g.*, *In re: Petition for rate increase by Florida Power & Light Company*, Docket No. 20210015-EI, Order No. PSC-2021-0446-S-EI at 20-21 (Fla. P.S.C. Dec. 2, 2021); *In re: Petition for rate increase by Florida Power & Light Company*, Docket No. 160021-EI, Order No. PSC-16-0560-AS-EI at 4 (Fla. P.S.C. Dec. 15, 2016).
[5] FPL Settlement Motion at 10 (¶ 3).
[6] FPL Settlement at 2.
[7] *Id.*

16. On September 8, 2025, the Prehearing Officer directed OPC and FEL to file their respective responses to the Challenged Motion by September 9, 2025.

II. NATURE OF THE FEL NOTICED TOPICS AND SCOPE OF DISCOVERY

Counter to the FPL Signatories' repeated characterization, none of the things FEL is seeking through the noticed topics is subject to any cognizable privilege or NDA, and all are relevant and timely to considering the FPL Settlement that has been submitted to the Commission for evaluation. The FPL Signatories have put these issues squarely before the Commission by joining a settlement and then proclaiming that that agreement is in the public interest, produces fair just and reasonable rates, supports the best interests of the customers each signatory represents, and reflects real concessions and compromises from the signatories. That's five of the six FEL noticed topics right there (nos. 1–2, 4–6). FPL Settlement Motion at 10 (¶ 3), 11; FPL Settlement at 2. As to the final topic (no. 4), though not expressly stated by the FPL Signatories in their filing, the existence of a "broad" or "diverse" group of customer classes has been a crucial finding of fact in the Commission orders approving the last two contested settlements filed to resolve FPL's two most recent rate cases. *In re: Petition for rate increase by Florida Power & Light Company*, Order No. PSC-2021-0446-S-EI at 20-21; *In re: Petition for rate increase by Florida Power & Light Company*, Order No. PSC-16-0560-AS-EI at 4. The factual bases underlying each of these statements—which again, go to a well-documented cornerstone of the Commission's analysis of contested settlement agreements—is among the most straightforward, defensible and patently relevant discovery that any party could ask of the supporters of the FPL Settlement in the context of probing its propriety before the Commission.

In the Challenged Motion, the FPL Signatories correctly identify the scope and boundaries of discovery—then misapply the entire body of law as relates to the FEL noticed

topics. The polestar of discovery, Florida Rule of Civil Procedure 1.280, provides that "any nonprivileged matter that is relevant to any party's claim" is fairly discoverable, and that such "[i]nformation within this scope of discovery need not be admissible in evidence to be discoverable." Relevance is construed as including not only admissible information, but any information that is "reasonably calculated to lead to admissible evidence." *Allstate Ins. Co. v. Langston*, 655 So. 2d 91, 94 (Fla. 1995). As demonstrated below, the FEL noticed topics are plainly relevant to the Commission's evaluation of the FPL Settlement, and do not seek privileged information.

As a preliminary matter, the FPL Signatories' willful mischaracterization of FEL's noticed topics as alternatively an unpermitted "fishing expedition" and worse, intentionally designed to "harass and increase costs for the parties" is entirely inappropriate.[8] Challenged Motion at 5–8. A 1–2-hour corporate deposition in a multi-billion-dollar rate case where those corporations are seeking to shift hundreds of millions of dollars onto residential and small business customers is hardly "harassment" or "oppression." Not only did FEL work in good faith to understand the FPL Signatories' possible bases for objection—for which FEL received

[8] The FPL Signatories state that OPC's and FEL's noticed depositions are not being conducted in good faith, Challenged Motion at 2 & 31, and also sprinkle their motion with vague admonitions that "Florida attorneys are governed by the Rules Regulating the Florida Bar" that impugn the ethical conduct of both OPC and FEL representatives. The FPL Signatories would do well to remember that all attorneys practicing in Florida—including every signatories to the Challenged Motion—are also subject to the ethical obligations of the Rules Regulating the Florida Bar. Among other things, those rules prohibit filing any claim or motion in bad faith. Rule 4-3.1. If it is truly the FPL Signatories' contention that FEL is acting in bad faith, FEL's representatives would welcome a referral to the Florida Bar to mediate these discovery disputes. FEL asserts that asking for the bases of the representations being made before the tribunal is basic discovery and raises no ethical issue, and that any objections to such discovery should have a legitimate "basis in law" or else risk violating Rule 4-3.1. *Id.*

no explanation, *see* Exhibit 1—FEL nevertheless filed its own substantially narrowed range of specific topics on which it sought responsive answers.

The motion also inexplicably asserts that the fact that the same noticed topics were served on each of the FPL Signatories is a "prima facie violation of Rule 1.310(b)(6)." Challenged Motion at 5. This objection is nonsensical. The FPL Signatories cite no legal basis whatsoever for this claim, while the actual test of the rule simply requires that the subject matter of the deposition be set out "with particularity." Fla. R. Civ. P. 1.310(b)(6). The FPL Signatories make no attempt to provide any legal authority supporting their implied claim that the noticed topics are insufficiently specific. Unlike far more general depositions on party witnesses previously noticed in this docket without objection, FEL's noticed topics enumerate six highly specific areas that FEL seeks to discuss with each deponent, and to which the deposition would be limited. Not only does requesting the same kinds of information from each party *not* invalidate these notices, the suggestion that it would willfully ignores that all of these parties share crucial characteristics, in that they all signed the FPL Settlement and then proceeded to publicly extoll its propriety and benefits. The bases for signing onto these statements are particular to each of the signatories.[9]

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[9] The FPL Signatories emphasize the service of noticed topics on FEA "which is comprised of different federal government entities and not a corporation" as evidence of the purported lack of particularity of the notices. In this unavailing argument, the FPL Signatories say the quiet part out loud regarding FEA: it is an unincorporated association, which under Florida law lacks the legal capacity to enter a binding contract, such as the FPL Settlement. "Unlike some other jurisdictions that permit an unincorporated association to sue or be sued in its own name, Florida does not have such an enabling statute." *Johnston v. Meredith*, 840 So. 2d 315, 315 (Fla. 3d DCA 2003). Therefore, unincorporated organizations have no ability to be held liable for contracts. *Henry Pilcher's Sons v. Martin*, 136 So. 386, 388 (Fla. 1931); *see also Asociation de Perjudicados por Inversiones Efectuadas en U.S.A. v. Citibank, F.S.B.*, 770 So. 3d 1267, 1268-69 (Fla. 3d DCA 2000) (internal citations omitted) ("At common law, unincorporated associations were treated as partnerships. A partnership (and therefore an unincorporated association) could sue or be sued only in the name of its members, not in the name of the

The FPL Signatories ask for the impermissible—to wield the FPL Settlement as both sword and shield. The signatories seek to cut down other testimony in this docket with their chorus of purported benefits, including the ultimate issue, as to whether the FPL Settlement is in the public interest,[10] while completely shielding themselves from having to answer any discovery regarding *why* they believe it to be in the public interest.

III. THE NOTICED TOPICS ARE RELEVANT, TIMELY, AND NOT PROTECTED FROM DISCLOSURE

For all its many pages of bluster, the FPL Signatories' response to the FEL noticed topics boils down to accusing FEL of exclusively seeking information that is 1) privileged, 2) protected by an NDA, 3) irrelevant, or 4) untimely and beyond the scope of the current OEP. FEL will give the FPL Signatories the benefit of the doubt and attribute this characterization to a fundamental misunderstanding of the applicable law and the information FEL is actually seeking—rather than the willful misstatement of both that the Contested Motion suggests at first blush. None of these asserted bases are ultimately availing to the FPL Signatories' argument, and the Commission should direct them to proceed with the depositions as noticed. Furthermore, the blanket assertion of these objections regarding FEL's noticed topics, without more, makes it difficult for FEL to respond as the FPL signatories do not make argument as to why their

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partnership. The Florida legislature has since empowered partnerships to sue or be sued in their own name. . . . Because there is no statutory authority conferring on the association the capacity to sue, the common law rule, that [unincorporated] associations cannot be sued in their own name, applies in this case.").

[10] FEL particular questions how the FPL Signatories can publicly proclaim the FPL Settlement to be in the public interest, FPL Settlement Motion at 10 (¶ 3), 11, seeking for the Commission to reply on this proclamation, and then declare with a straight face that FEL Topic 1, regarding the public interest claim is "the ultimate issue for the Commission, not Settling Intervenors, to decide." Challenged Motion at 30 (¶ 113). If the FPL Signatories wish to withdraw all of their representations regarding the FPL Settlement being in the public interest, they certainly can.

objections apply to FEL's noticed topics. Beyond missing the mark, the Challenged Motion is legally insufficient as to FEL's noticed topics.

A. FEL's Notice Topics Do Not Seek the "Give and Take" of the Settlement Agreement Process

None of FEL's noticed topics even attempt to get at the settlement process itself, but are all aimed at understanding the bases of the assertions the FPL signatories continue to make to the Commission regarding *why* the Commission should approve the FPL settlement and find that the FPL settlement is in the public interest. That's all. Yet, such basic discovery (FEL cannot think of discovery that would be more basic than asking for the bases of the assertions that the FPL signatories are making to the Commission and wish for the Commission to rely on in approving the Settlement) gets a motion for protective order with little to no argument regarding why such discovery is out of bounds, other than some blanket objections, which will be discussed below.

B. FEL's Noticed Topics Are Not Privileged

None of the FEL noticed topics are covered by applicable privilege sufficient to warrant granting a protective order that prohibits the depositions. Each of the noticed topics appropriately seeks to examine the underlying support for statements praising the FPL Settlement that the FPL signatories have made.

Regarding FEL Topic 1, all of the FPL Signatories have asserted that the FPL Settlement is in the public interest, and wish for the Commission to accept that assertion as a basis for a finding that the FPL Settlement is in the public interest. The basis for the assertion for why the party believes the FPL Settlement is in the public interest does not implicate the settlement negotiations themselves, and the back and forth, because it is solely regarding the end product of those negotiations—i.e., the publicly filed Settlement Agreement. The FPL signatories object to exploration of this issue as the "ultimate issue for the Commission." Yes, but the facts that go

into that determination, including the facts that the FPL Signatories are relying on to assert that the FPL Settlement is in the public interest, are very much the subject of the upcoming evidentiary hearing. To object to any exploration of the underlying facts are to object to all underlying facts regarding the Commission's finding. Were the Commission to adopt this argument, all testimony offered in support of the FPL Settlement should be stricken as going towards "the ultimate issue for the Commission, not Settling Intervenors." FEL is unaware of any motion to strike the testimony supporting the FPL Settlement from the FPL signatories. Moreover, the fact that questions related to the topic could potentially possibly implicate attorney-client privilege, attorney work product, or information subject to NDAs is no basis for prohibiting the deposition.

Regarding FEL Topic 2, the arguments are the same, and so FEL adopts the same arguments. Until the FPL signatories withdraw their representations and their argument that the FPL settlement results in rates that are "fair, just, and reasonable," discovery is due and not improper.

Regarding FEL Topic 3, the FPL signatories argue that the FPL Settlement "speaks for itself on this topic" regarding the "diverse coalition" supporting the FPL Settlement. It does not. All we have, for the vast majority of the FPL signatories, are names of the parties and petitions to intervene. Petitions to intervene are not evidence, as noted by each order granting each FPL signatory intervention in this case characterizing the petitions to intervene as "allegations." Therefore, the customer classes being represented on the FPL settlement, the number of customers being represented, and how each of the customer classes were polled for their views on the FPL Settlement are very much open questions, and, as noted previously, have been key to the Commission's finding that a proposed settlement is in the public interest. Even in their

Challenged Motion, the FPL signatories assert that the FPL settlement assert that it is a "carefully balanced compromise of many differing and competing positions by parties *representing a broad range of interests and customers*." Challenged Motion at 8 (emphasis added). Yet, the FPL signatories would have the Commission be required to accept their representations at face value with no opportunity for discovery regarding their repeated assertions and representations. Florida law, of course, does not support such a radical proposition.

Regarding FEL Topic 4, the arguments from the FPL signatories are similar, so the responses are similar. The possibility that attorney-client privilege, attorney work product, or NDAs may be implicated by questions related to the topic is no defense to precluding the entire deposition. Attorney-client privilege, as discussed further below, is narrow regarding corporate entities. FPL signatories would, of course, preserve their ability to make any such well-founded objections during the corporate depositions. If the FPL signatories believe any questioning regarding why they believe the agreement "serves the best interests of the customers they represent," as they have asserted before the Commission, they should withdraw the assertion, or they have waived the attorney-client privilege as it applies to that assertion. But, fundamentally, how can the customers the FPL signatories represent, and their best interests, be completely protected by the attorney-client privilege? The FPL signatories make no argument, nor can they, as to why such information would be protected by attorney-client privilege, attorney work product, and information subject to NDAs.

Regarding FEL Topic 5, again, no argument is made, so FEL is unsure how to respond, other than the fact that some questions regarding the topic may implicate attorney-client privilege is no basis for a protective order for precluding the deposition in its entirety. Again, the

FPL signatories cite no law for precluding a deposition in its entirety on the basis that attorney-client privilege, attorney work product, and information subject to NDAs could potentially be implicated.

Regarding FEL Topic 6, again, no argument is made, so FEL is unsure how to respond, other than the fact that some questions regarding the topic may implicate attorney-client privilege is no basis for a protective order for precluding the deposition in its entirety. Again, the FPL signatories cite no law for precluding a deposition in its entirety on the basis that attorney-client privilege, attorney work product, and information subject to NDAs could potentially be implicated.

Neither "settlement privilege" or attorney-client privilege provides an adequate basis for a protective order so extreme as to wholly prohibit the noticed depositions. FEL does not seek information regarding the settlement discussions in its noticed depositions, but even if it did, no settlement privilege applies in this proceeding. Unlike some jurisdictions, Florida Law does not recognize a statutory settlement privilege outside of the Florida Code of Evidence. And as one signatory to the Challenged Motion really ought to know—the Florida Evidence Code does not apply to proceedings before the Public Service Commission. *Fla. Indus. Power Users Grp. v. Graham*, 209 So. 3d 1142, 1146 (Fla. 2017) ("Based on sections 90.103(1) and 120.569(2)(g), Florida Statutes, we find that the Florida Evidence Code is not applicable to administrative proceedings."). The FPL Signatories tacitly acknowledge that the Florida Evidence Code is the source of any possible settlement protections, by citing specifically and exclusively to the Florida Code of Evidence as part of their argument that any evidence related to settlement negotiations is de facto inadmissible, Challenged Motion at 6 (¶¶ 14–15), but fail to acknowledge that the Florica Supreme Court has rejected the applicability of that code in electric rate cases.

Even if the Florida Evidence Code were to apply, and FEL were to seek information regarding the settlement process (which it is not), the FPL Settlement does not fall within the types of settlements and rights protected. In mediations or in civil matters regarding liability or the financial value of a claim —and only in those contexts—does Florida law seal off settlement negotiations to encourage parties to come to an expedient resolution of contested issues. *See* § 90.408, Fla. Stat. ("Evidence 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.") (emphasis added); § 44.405, Fla. Stat. ("[A]ll mediation communications shall be confidential"). *See also Saleeby v. Rocky Elson Const.*, 3 So. 3d 1078, 1083 (Fla. 2009) ("The meaning of [§ 90.408] is equally clear. No evidence of settlement is admissible at trial **on the issue of liability**.") (emphasis added). No such issues are present in any way in this or any typical docket before the Commission. No matter what the outcome, no party to this proceeding, including FPL and every intervenor, can become liable for any claim, or any amount of damages under the Commission's ultimate decision. The public policy reasons for excluding offers to settle or their contents from being introduced in court after such negotiations fell apart, is simply not comparable to the circumstances here, in which the FPL Settlement has been publicly acknowledged and asserted to be superior to FPL's originally-filed petition. To extend a veil of confidentiality over every aspect of this Settlement Agreement denies FEL, the OPC Signatories, and the public at large, any ability to meaningfully confront and evaluate the proposal before this Commission, were FEL to seek such information (which it is not).

Secondly, no attorney client privilege bars the entirety of the FEL noticed topics. As it applies to non-natural persons (i.e., corporations and those that purport to represent others like

FIPUG and FEA), the attorney-client privilege in Florida is quite narrow. On appeal from a Public Service Commission decision, the Florida Supreme Court found that "to minimize the threat of corporations cloaking information with the attorney-client privilege in order to avoid discovery, claims of the privilege in the corporate context will be subjected to a heightened level of scrutiny." *Southern Bell Tel. & Tel. Co. v. Deason*, 632 So.2d 1377, 1383 (Fla. 1994). Therefore, "[t]he burden of establishing the attorney-client privilege rests on the party claiming it." *Id.* FEL would note that just asserting "attorney-client privilege," as the FPL signatories do to each of FEL's noticed topics, without more, is woefully insufficient to meet this burden. To meet their burden, a corporation must show: "(1) the communication would not have been made but for the contemplation of legal services; (2) the employee making the communication did so at the direction of his or her corporate superior; (3) the superior made the request of the employee as part of the corporation's effort to secure legal advice or services; (4) the content of the communication relates to the legal services being rendered, and the subject matter of the communication is within the scope of the employee's duties; (5) the communication is not disseminated beyond those persons who, because of the corporate structure, need to know its contents." *Id.* The FPL signatories make no attempt to make even one of the showings it is their burden to make for the applicability of the privilege, let alone all five. Due to the narrowness of the privilege at play, the prohibiting the noticed depositions in their entirety would be unduly prejudicial to the OPC Signatories. Instead, to the extent that a specific question asked during a deposition could cause the deponent to reveal privileged information, that is the appropriate time to assert the privilege. At that time, the attorney defending the deposition may instruct the deponent to answer without revealing privileged information, or if there is no possible way to answer without divulging privileged material, not to answer a particular question altogether.

To the extent the FPL signatories incorporate their arguments regarding the timeliness of FEL's topics into their motion for protective order, FEL notes that none of the topics even existed before the FPL Settlement and all stem from the assertions that the FPL signatories themselves made and are making to the Commission as part of the settlement process. It would have been *impossible* for FEL to notice the FEL deposition topics before the existence of the FPL settlement agreement. FEL continues to invite the FPL signatories to withdraw the representations they continue to make to the Commission regarding the FEL deposition topics—none of the FPL signatories have yet availed themselves of this option.

C. FEL's Noticed Topics Are Not Protected by Nondisclosure Agreements

For the same reasons as subsection (B) *supra*, none of the FEL Noticed Topics are so covered by a nondisclosure agreement ("NDA") as to warrant granting a protective order that prohibits the depositions. Each of the Noticed Topics appropriately seeks to examine the underlying support for statements praising the FPL Settlement that the FPL signatories have made, and therefore cannot be treated as private. However, even if an NDA did apply, which FEL does not believe it does to the end product of the FPL settlement, it would be no protection from discovery as "NDA" is not a valid objection to dsicovery. A non-disclosure agreement is a contract and nothing more. It is a well-known axiom that parties cannot contract their way around the law. *See, e.g., Franks v. Bowers*, 116 So. 3d 1240, 1247 (Fla. 2013) ("a contractual provision that contravenes legislative intent in a way that is clearly injurious to the public good violates public policy and is thus unenforceable.") Merely citing, broadly, to "NDA" is not a valid objection to otherwise valid discovery which the law requires. No NDA privilege exists in Florida law, nor do the FPL signatories cite any such privilege. If it were otherwise, parties could simply sign an NDA exempting themselves from discovery. Obviously, or at least, it

should be obvious, that is not how Florida law works, even if the FPL signatories wish it were so. To the extent such information protected by a valid NDA is sought (which, again, FEL does not believe it is seeking), and such information is protected from public disclosure, for, as an example, being a trade secret, such information can be appropriately protected by the discovery process. *See Bd. of Trs. of Internal Improvement Tr. Fund v. Am. Educ. Enters., LLC*, 99 So. 3d 450, 459 (Fla. 2012) (affirming order compelling production of potentially confidential information because a protective order to maintain confidentiality was sufficient to prevent irreparable harm). Fundamentally, FEL should be allowed to inquire into the assertions the FPL signatories are making to the Commission and wish the Commission to rely on to approve the FPL Settlement. They cannot use any applicable NDAs as a sword and a shield—to make whichever assertions they wish while also shielding themselves from discovery. Yet, that is exactly what the FPL signatories ask the Commission to grant in the Challenged Motion.

D. FEL's Noticed Topics Are Relevant and Timely

As stated above, the FEL noticed topics are relevant to consideration of the FPL Settlement. It is true that the Revised OEP limits discovery to issues related to the FPL Settlement. It is also true that every single one of FEL's six noticed topics makes express reference to the FPL Settlement and the specific signatories' relationship to that party. Inasmuch as the Challenged Motion implies that FEL's depositions are untimely because they seek to explore the FPL Signatories' standing (which could have been addressed during discovery on the originally-filed petition), it misses again. While there may be some overlap between the facts undergirding a claim for standing, and the facts undergirding the FPL Signatories' support for the FPL Settlement—such as the legal capacity for a signatory to enter into a settlement agreement, or what customers classes it truly represents when it refers to "the best interests of the

customers they represent and the public interest in general"—the noticed topics go squarely to the consideration of the FPL Settlement and are therefore both relevant and timely.

CONCLUSION

To the extent that the Challenged Motion incorporates arguments against FEL's notice of depositions from their arguments against OPC's notice, FEL incorporates OPC's responses. In sum, the FPL signatories give no legal basis for the issuance of a protective order against FEL's noticed topics, and their arguments for doing so are woefully inadequate. As long as the FPL signatories continue to make the assertions regarding the noticed topics to the Commission as a basis for the Commission's approval of the FPL settlement, FEL is entitled to conduct discovery regarding those assertions. Anything else would be a fundamental violation of FEL's due process rights. Vague allusions to attorney-client privilege and NDAs are no defense from discovery—specifics under Florida law are required and the FPL signatories offer none.

RESPECTFULLY SUBMITTED this 9th day of September, 2025.

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Counsel for League of United Latin American Citizens of Florida, Florida Rising, and Environmental Confederation of Southwest Florida

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy and correct copy of the foregoing was served on this 9th day of September, 2025, via electronic mail on:

Florida Public Service Commission **Office of the General Counsel** Shaw Stiller Timothy Sparks 2540 Shumard Oak Boulevard Tallahassee, Florida 32399 sstiller@psc.state.fl.us tsparks@psc.state.fl.us discovery-gcl@psc.state.fl.us	**Office of Public Counsel** Mary A. Wessling Walt Trierweiler c/o The Florida Legislature 111 West Madison Street, Room 812 Tallahassee, FL 32399 wessling.mary@leg.state.fl.us trierweiler.walt@leg.state.fl.us
Florida Power & Light Company John Burnett Maria Moncada Christopher Wright 700 Universe Boulevard Juno Beach, FL 33408-0420 maria.moncada@fpl.com john.t.burnett@fpl.com christopher.wright@fpl.com Kenneth A. Hoffman 134 West Jefferson Street Tallahassee, Florida 32301 ken.hoffman@fpl.com	**Walmart Inc.** Stephanie U. Eaton Spilman Thomas & Battle, PLLC 110 Oakwood Drive, Suite 500 Winston-Salem, NC 27103 seaton@spilmanlaw.com Steven W. Lee Spilman Thomas & Battle, PLLC 1100 Bent Creek Boulevard, Suite 101 Mechanicsburg, PA 17050 slee@spilmanlaw.com
Southern Alliance for Clean Energy William C. Garner Law Office of William C. Garner, PLLC 3425 Bannerman Road Unit 105, No. 414 Tallahassee, FL 32312 bgarner@wcglawoffice.com	**Florida Industrial Power Users Group** Jon C. Moyle, Jr. Karen A. Putnal Moyle Law Firm, P.A. 118 North Gadsden Street Tallahassee, Florida 32301 jmoyle@moylelaw.com kputnal@moylelaw.com mqualls@moylelaw.com

Florida Retail Federation James W. Brew Laura Baker Joseph R. Briscar Sarah B. Newman Stone Mattheis Xenopoulos & Brew, PC 1025 Thomas Jefferson St., N.W., Ste. 800 West Washington, DC 20007 jbrew@smxblaw.com lwb@smxblaw.com jrb@smxblaw.com sbn@smxblaw.com	**EVgo Services, LLC** Nikhil Vijaykar Yonatan Moskowitz Keyes & Fox LLP 580 California St., 12th Floor San Francisco, CA 94104 nvijaykar@keyesfox.com ymoskowitz@keyesfox.com Katelyn Lee Lindsey Stegall 1661 E. Franklin Ave. El Segundo, CA 90245 katelyn.lee@evgo.com lindsey.stegall@evgo.com
Federal Executive Agencies Leslie Newton Ashley George Michael Rivera Thomas Jernigan Ebony M. Payton James Ely Matthew R. Vondrasek AFLOA/JAOE-ULFSC 139 Barnes Drive, Suite 1 Tyndall Air Force Base, FL 32403 leslie.newton.1@us.af.mil ashley.george.4@us.af.mil michael.rivera.51@us.af.mil thomas.jernigan.3@us.af.mil ebony.payton.ctr@us.af.mil james.ely@us.af.mil matthew.vondrasek.1@us.af.mil	**Electrify America, LLC** Stephen Bright Jigar J. Shah 1950 Opportunity Way, Suite 1500 Reston, Virginia 20190 Phone: (781) 206-7979 steve.bright@electrifyamerica.com jigar.shah@electrifyamerica.com Robert E. Montejo Duane Morris LLP 201 S. Biscayne Boulevard, Suite 3400 Miami, Florida 33131-4325 Phone: (202) 776-7827 remontejo@duanemorris.com
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Fuel Retailers Floyd R. Self, B.C.S. Ruth Vafek Berger Singerman, LLP 313 North Monroe Street, Suite 301 Tallahassee, Florida 32301 Telephone: (850) 521-6727 fself@bergersingerman.com rvafek@bergersingerman.com	**Armstrong World Industries, Inc.** Brian A. Ardire Armstrong World Industries, Inc. 2500 Columbia Avenue Lancaster, PA 17603 baardire@armstrongceilings.com Robert E. Montejo Duane Morris LLP 201 S. Biscayne Boulevard, Suite 3400 Miami, Florida 33131-4325 Telephone: (202) 776-7827 REMontejo@duanemorris.com Alexander W. Judd Duane Morris LLP 100 Pearl Street, 13th Floor Hartford, CT 06103 Telephone: (202) 494-2299 AJudd@duanemorris.com

DATED this 9th day of September, 2025.

/s/ Bradley Marshall
Attorney

EXHIBIT 1

From:	Stephanie U. Eaton
To:	Bradley Marshall; Wessling, Mary
Cc:	Trierweiler, Walt; Christensen, Patty; Watrous, Austin; Ponce, Octavio; Howard, Bernadette; Fletcher, Bart; Price, Jena; Lewis, Sarah; Adria Harper; Alexander Judd; Ashley George; Brian Ardire; Christopher Wright; D. Bruce May; Danielle McManamon; discovery-gcl@psc.state.fl.us; Ebony Payton; Florida Case Updates; Floyd R. Self; James Brew ; James Ely; Jigar Shah; Joel Baker; John T. Burnett; John T. LaVia; Jon Moyle ; Jordan Luebkemann; Joseph Briscar; Karen Putnal ; Katelyn Lee; Kathryn Isted; Ken Hoffman; Kevin Cox; Laura Baker; Leslie Newton ; Lindsey Stegall; Maria Moncada; Michael Rivera ; mqualls@moylelaw.com; Nikhil Vijaykar; Robert Montejo; Robert Schef Wright; Ruth Vafek; Sarah Newman; Shaw Stiller; Stephen Bright; Steven Wing-Kern Lee; Thomas Jernigan; Timothy Sparks; William C. Garner; Yonatan Moskowitz; Stephen Bright
Subject:	RE: Rule 1.310(b)(6), Fla. R. Civ. P. Video-Conferencing Duces Tecum Deposition Scheduling - Docket No. 20250011-EI [STB-WORKSITE.FID1208246]
Date:	Friday, September 5, 2025 1:31:53 PM

External Sender

Bradley,

Good afternoon. On behalf of the Settling Intervenors' group, we don't have any further information to share beyond my original e-mail yesterday. If OPC issues notices of deposition to each of the Settling Intervenors on the topics that OPC originally sent to us on 9/3/25, then Settling Intervenors will file a motion for protective order.

Stephanie U. Eaton
Co-Chair, Construction Practice Group
Spilman Thomas & Battle, PLLC
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From: Bradley Marshall <bmarshall@earthjustice.org>
Sent: Friday, September 5, 2025 9:34 AM
To: Stephanie U. Eaton <seaton@spilmanlaw.com>; Wessling, Mary <Wessling.Mary@leg.state.fl.us>
Cc: Trierweiler, Walt <TRIERWEILER.WALT@leg.state.fl.us>; Christensen, Patty <CHRISTENSEN.PATTY@leg.state.fl.us>; Watrous, Austin <WATROUS.AUSTIN@leg.state.fl.us>; Ponce, Octavio <PONCE.OCTAVIO@leg.state.fl.us>; Howard, Bernadette <HOWARD.BERNADETTE@leg.state.fl.us>; Fletcher, Bart <FLETCHER.BART@leg.state.fl.us>; Price, Jena <Price.Jena@leg.state.fl.us>; Lewis, Sarah <Lewis.Sarah@leg.state.fl.us>; Adria Harper <aharper@psc.state.fl.us>; Alexander Judd <ajudd@duanemorris.com>; Ashley George <ashley.george.4@us.af.mil>; Brian Ardire <baardire@armstrongceilings.com>; Christopher Wright <christopher.wright@fpl.com>; D. Bruce May <bruce.may@hklaw.com>; Danielle McManamon <dmcmanamon@earthjustice.org>; discovery-gcl@psc.state.fl.us; Ebony Payton <ebony.payton.ctr@us.af.mil>; Florida Case Updates <flcaseupdates@earthjustice.org>; Floyd R. Self <fself@bergersingerman.com>; James Brew <jbrew@smxblaw.com>; James Ely <james.ely@us.af.mil>; Jigar Shah <jigar.shah@electrifyamerica.com>; Joel Baker <joel.baker@fpl.com>; John T. Burnett <john.t.burnett@fpl.com>; John T. LaVia <jlavia@gbwlegal.com>; Jon Moyle <jmoyle@moylelaw.com>; Jordan Luebkemann

<jluebkemann@earthjustice.org>; Joseph Briscar <jrb@smxblaw.com>; Karen Putnal <kputnal@moylelaw.com>; Katelyn Lee <katelyn.lee@evgo.com>; Kathryn Isted <kathryn.isted@hklaw.com>; Ken Hoffman <ken.hoffman@fpl.com>; Kevin Cox <kevin.cox@hklaw.com>; Laura Baker <lwb@smxblaw.com>; Leslie Newton <Leslie.Newton.1@us.af.mil>; Lindsey Stegall <Lindsey.Stegall@evgo.com>; Maria Moncada <maria.moncada@fpl.com>; Michael Rivera <michael.rivera.51@us.af.mil>; mqualls@moylelaw.com; Nikhil Vijaykar <nvijaykar@keyesfox.com>; Robert Montejo <remontejo@duanemorris.com>; Robert Schef Wright <schef@gbwlegal.com>; Ruth Vafek <rvafek@bergersingerman.com>; Sarah Newman <sbn@smxblaw.com>; Shaw Stiller <sstiller@psc.state.fl.us>; Stephen Bright <steve.bright@electrifyamerica.com>; Steven Wing-Kern Lee <SLee@spilmanlaw.com>; Thomas Jernigan <thomas.jernigan.3@us.af.mil>; Timothy Sparks <tsparks@psc.state.fl.us>; William C. Garner <bgarner@wcglawoffice.com>; Yonatan Moskowitz <ymoskowitz@keyesfox.com>; Stephen Bright <steve.bright@electrifyamerica.com>
Subject: RE: Rule 1.310(b)(6), Fla. R. Civ. P. Video-Conferencing Duces Tecum Deposition Scheduling - Docket No. 20250011-EI [STB-WORKSITE.FID1208246]

EXTERNAL SENDER

Hi Stephanie,

Is there any additional information you are able to share on the grounds of such a motion for protective order? What relief would you be requesting from a protective order – that no 1.310(b)(6) depositions be allowed regarding the signatories? We were also considering Rule 1.310(b)(6) depositions to understand why the signatories believe the settlement is in the public interest and why they signed the settlement. Am I to understand that all of the signatories would move for a protective order on such a scope? Although not framed as a conferral e-mail, but if it was intended as such, Florida Rising, LULAC, and ECOSWF object to your motion for protective order and would reserve our right to file a response once we see what protections you would be asking for.

Here's where I'm struggling. The signatories have largely objected or given non-responsive answers thus far to discovery regarding what they think of the settlement agreement. Broadly, are the signatories going to refuse to substantiate and answer questions regarding the representations they made in the settlement? With the lack of responsive answers to the written discovery, corporate representative depositions are the proper tool to explore why the signatories believe the settlement is in the public interest and results in fair, just, and reasonable rates, especially given the disproportionate shifting of costs to residential and small business customers and the move further away from parity based on all filed cost of service studies and towards ever more discriminatory rates. We believe discovery is also necessary to substantiate the representations made within the settlement agreement itself that would be part of the basis for the Commission's approval. Thank you for any additional information you could share.

Best,
Bradley

Bradley Marshall
Senior Attorney
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From: Stephanie U. Eaton <seaton@spilmanlaw.com>
Sent: Thursday, September 4, 2025 4:53 PM
To: Wessling, Mary <Wessling.Mary@leg.state.fl.us>
Cc: Trierweiler, Walt <TRIERWEILER.WALT@leg.state.fl.us>; Christensen, Patty <CHRISTENSEN.PATTY@leg.state.fl.us>; Watrous, Austin <WATROUS.AUSTIN@leg.state.fl.us>; Ponce, Octavio <PONCE.OCTAVIO@leg.state.fl.us>; Howard, Bernadette <HOWARD.BERNADETTE@leg.state.fl.us>; Fletcher, Bart <FLETCHER.BART@leg.state.fl.us>; Price, Jena <Price.Jena@leg.state.fl.us>; Lewis, Sarah <Lewis.Sarah@leg.state.fl.us>; Adria Harper <aharper@psc.state.fl.us>; Alexander Judd <ajudd@duanemorris.com>; Ashley George <ashley.george.4@us.af.mil>; Bradley Marshall <bmarshall@earthjustice.org>; Brian Ardire <baardire@armstrongceilings.com>; Christopher Wright <christopher.wright@fpl.com>; D. Bruce May <bruce.may@hklaw.com>; Danielle McManamon <dmcmanamon@earthjustice.org>; discovery-gcl@psc.state.fl.us; Ebony Payton <ebony.payton.ctr@us.af.mil>; Florida Case Updates <flcaseupdates@earthjustice.org>; Floyd R. Self <fself@bergersingerman.com>; James Brew <jbrew@smxblaw.com>; James Ely <james.ely@us.af.mil>; Jigar Shah <jigar.shah@electrifyamerica.com>; Joel Baker <joel.baker@fpl.com>; John T. Burnett <john.t.burnett@fpl.com>; John T. LaVia <jlavia@gbwlegal.com>; Jon Moyle <jmoyle@moylelaw.com>; Jordan Luebkemann <jluebkemann@earthjustice.org>; Joseph Briscar <jrb@smxblaw.com>; Karen Putnal <kputnal@moylelaw.com>; Katelyn Lee <katelyn.lee@evgo.com>; Kathryn Isted <kathryn.isted@hklaw.com>; Ken Hoffman <ken.hoffman@fpl.com>; Kevin Cox <kevin.cox@hklaw.com>; Laura Baker <lwb@smxblaw.com>; Leslie Newton <Leslie.Newton.1@us.af.mil>; Lindsey Stegall <Lindsey.Stegall@evgo.com>; Maria Moncada <maria.moncada@fpl.com>; Michael Rivera <michael.rivera.51@us.af.mil>; mqualls@moylelaw.com; Nikhil Vijaykar <nvijaykar@keyesfox.com>; Robert Montejo <remontejo@duanemorris.com>; Robert Schef Wright <schef@gbwlegal.com>; Ruth Vafek <rvafek@bergersingerman.com>; Sarah Newman <sbn@smxblaw.com>; Shaw Stiller <sstiller@psc.state.fl.us>; Stephen Bright <steve.bright@electrifyamerica.com>; Steven Wing-Kern Lee <SLee@spilmanlaw.com>; Thomas Jernigan <thomas.jernigan.3@us.af.mil>; Timothy Sparks <tsparks@psc.state.fl.us>; William C. Garner <bgarner@wcglawoffice.com>; Yonatan Moskowitz <ymoskowitz@keyesfox.com>; Stephen Bright <steve.bright@electrifyamerica.com>
Subject: RE: Rule 1.310(b)(6), Fla. R. Civ. P. Video-Conferencing Duces Tecum Deposition Scheduling - Docket No. 20250011-EI [STB-WORKSITE.FID1208246]

Ali,

Good afternoon. The Settling Intervenors are collectively in receipt of your 9/3/25 email below and the two attachments containing proposed deposition topics. On behalf of all of the Settling Intervenors, we intend to jointly move for a protective order pursuant to FRCP 1.280(c) should OPC proceed with this plan, and we wanted to advise you in advance of the same.

Stephanie U. Eaton
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From: Wessling, Mary <Wessling.Mary@leg.state.fl.us>
Sent: Wednesday, September 3, 2025 3:59 PM
To: Adria Harper <aharper@psc.state.fl.us>; Alexander Judd <ajudd@duanemorris.com>; Ashley George <ashley.george.4@us.af.mil>; Bradley Marshall <bmarshall@earthjustice.org>; Brian Ardire <baardire@armstrongceilings.com>; Christopher Wright <christopher.wright@fpl.com>; D. Bruce May <bruce.may@hklaw.com>; Danielle McManamon <dmcmanamon@earthjustice.org>; discovery-gcl@psc.state.fl.us; Ebony Payton <ebony.payton.ctr@us.af.mil>; Florida Case Updates <flcaseupdates@earthjustice.org>; Floyd R. Self <fself@bergersingerman.com>; James Brew <jbrew@smxblaw.com>; James Ely <james.ely@us.af.mil>; Jigar Shah <jigar.shah@electrifyamerica.com>; Joel Baker <joel.baker@fpl.com>; John T. Burnett <john.t.burnett@fpl.com>; John T. LaVia <jlavia@gbwlegal.com>; Jon Moyle <jmoyle@moylelaw.com>; Jordan Luebkemann <jluebkemann@earthjustice.org>; Joseph Briscar <jrb@smxblaw.com>; Karen Putnal <kputnal@moylelaw.com>; Katelyn Lee <katelyn.lee@evgo.com>; Kathryn Isted <kathryn.isted@hklaw.com>; Ken Hoffman <ken.hoffman@fpl.com>; Kevin Cox <kevin.cox@hklaw.com>; Laura Baker <lwb@smxblaw.com>; Leslie Newton <Leslie.Newton.1@us.af.mil>; Lindsey Stegall <Lindsey.Stegall@evgo.com>; Maria Moncada <maria.moncada@fpl.com>; Michael Rivera <michael.rivera.51@us.af.mil>; mqualls@moylelaw.com; Nikhil Vijaykar <nvijaykar@keyesfox.com>; Robert Montejo <remontejo@duanemorris.com>; Robert Schef Wright <schef@gbwlegal.com>; Ruth Vafek <rvafek@bergersingerman.com>; Sarah Newman <sbn@smxblaw.com>; Shaw Stiller <sstiller@psc.state.fl.us>; Stephanie U. Eaton <seaton@spilmanlaw.com>; Stephen Bright <steve.bright@electrifyamerica.com>; Steven Wing-Kern Lee <SLee@spilmanlaw.com>; Thomas Jernigan <thomas.jernigan.3@us.af.mil>; Timothy Sparks <tsparks@psc.state.fl.us>; William C. Garner <bgarner@wcglawoffice.com>; Yonatan Moskowitz <ymoskowitz@keyesfox.com>
Cc: Trierweiler, Walt <TRIERWEILER.WALT@leg.state.fl.us>; Christensen, Patty <CHRISTENSEN.PATTY@leg.state.fl.us>; Watrous, Austin <WATROUS.AUSTIN@leg.state.fl.us>; Ponce, Octavio <PONCE.OCTAVIO@leg.state.fl.us>; Howard, Bernadette <HOWARD.BERNADETTE@leg.state.fl.us>; Fletcher, Bart <FLETCHER.BART@leg.state.fl.us>; Price, Jena <Price.Jena@leg.state.fl.us>; Lewis, Sarah <Lewis.Sarah@leg.state.fl.us>
Subject: Rule 1.310(b)(6), Fla. R. Civ. P. Video-Conferencing Duces Tecum Deposition Scheduling -

EXTERNAL SENDER

Hello Everyone,

We are trying to schedule depositions for next week. We would like to reserve Thursday and Friday (9/11-9/12) for depositions that we intend to set for the corporate representatives of all of the intervenor signatories to the August 20, 2025 stipulation and settlement agreement. I have put together a potential scheduling chart. Please let me know as soon as practicable if this proposed schedule will not work for you, and I will be happy to attempt to rearrange things.

	Thursday, September 11	**Friday, September 12**
8:00 a.m. EST	FIPUG	AACE
9:00 a.m. EST	FIPUG	Circle K
10:00 a.m. EST	FRF	RaceTrac
11:00 a.m. EST	FRF	Wawa
12:00 p.m. EST		Walmart
1:00 p.m. EST	FEIA	EVgo
2:00 p.m. EST	FEIA	Electrify America
3:00 p.m. EST	SACE	FEA
4:00 p.m. EST	SACE	Armstrong Worldwide Ind.

To assist you with identifying the best corporate representative(s), I am providing the scope of the deposition that we intend to include with the notice:

> Pursuant to Rule 1.310(b)(6) of the Florida Rules of Civil Procedure, _____ shall designate 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. These subjects generally concern the tangible and intangible benefits that _____ 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. The organization is responsible for ensuring the designated deponent can provide complete and accurate

> answers to the specific subjects listed within Attachment A within the scope of the designated topics as to matters known or reasonably available to _____. These relevant facts may be considered by the Public Service Commission to determine whether the settlement agreement, when taken as a whole, resolves all the issues, results in fair, just and reasonable rates, and is in the public interest. *Sierra Club v. Brown*, 243 So. 3d 903, 909 (Fla. 2018).

I am also attaching a template of Attachment A that reflects the specific subject areas to which the corporate representative will be required to respond. Attachment A will also be included with the notice of deposition.

Thanks,
Ali

Mary "Ali" Wessling, Esq.
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