

BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION

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

PROCEEDINGS: PREHEARING CONFERENCE  
COMMISSIONERS  
PARTICIPATING: CHAIRMAN MIKE LA ROSA  
DATE: Monday, September 8, 2025  
TIME: Commenced: 9:30 a.m.  
Concluded: 11:25 a.m.  
PLACE: Betty Easley Conference Center  
Room 148  
4075 Esplanade Way  
Tallahassee, Florida  
REPORTED BY: DEBRA R. KRICK  
Court Reporter

PREMIER REPORTING  
TALLAHASSEE, FLORIDA  
(850) 894-0828

1 APPEARANCES:

2 JOHN BURNETT and MARIA MONCADA, ESQUIRES, 700  
3 Universe Boulevard, Juno Beach, FL 33408-0420; KENNETH  
4 A. HOFFMAN, ESQUIRE, 134 West Jefferson Street,  
5 Tallahassee, FL 32301-1713; appearing on behalf of  
6 Florida Power & Light Company (FPL).

7 JON C. MOYLE, JR. and KAREN A. PUTNAL,  
8 ESQUIRES, Moyle Law Firm, 118 North Gadsden Street,  
9 Tallahassee, FL 32301; appearing on behalf of Florida  
10 Industrial Users Group (FIPUG).

11 WALT TRIERWEILER, PUBLIC COUNSEL; PATRICIA A.  
12 CHRISTENSEN, MARY A. WESSLING, OCTAVIO SIMOES-PONCE and  
13 AUSTIN WATROUS, ESQUIRES, OFFICE OF PUBLIC COUNSEL, c/o  
14 The Florida Legislature, 111 West Madison Street, Room  
15 812, Tallahassee, FL 32399-1400, appearing on behalf of  
16 the Citizens of the State of Florida (OPC).

17 JAMES W. BREW and LAURA W. BAKER, ESQUIRES,  
18 Stone Law Firm, 1025 Thomas Jefferson Street NW, Suite  
19 800 West Washington, DC 20007; appearing on behalf of  
20 Florida Retail Federation (FRF).

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1 APPEARANCES CONTINUED:

2 BRADLEY MARSHALL and JORDAN LUEBKEMANN,  
3 ESQUIRES, Earthjustice, 111 S. Martin Luther King Jr.  
4 Boulevard, Tallahassee, FL 32301; appearing on behalf of  
5 Florida Rising, Inc. (Florida Rising), League of United  
6 Latin American Citizens of Florida (LULAC), and  
7 Environmental Confederation of Southwest Florida, Inc.  
8 (ECOSWF).

9 STEPHANIE U. EATON, ESQUIRE, Spilman Thomas &  
10 Battle, 110 Oakwood Drive, Suite 500, Winston-Salem, NC  
11 27103; STEVEN W. LEE, ESQUIRE, Spilman Thomas & Battle,  
12 1100 Bent Creek Boulevard, Suite 101, Mechanicsburg, PA  
13 17050; appearing on behalf of Walmart (Walmart).

14 ROBERT SCHEFFEL WRIGHT and JOHN T. LAVIA, III,  
15 ESQUIRES, Gardner, Bist, Bowden, Dee, LaVia, Wright,  
16 Perry & Harper, P.A., 1300 Thomaswood Drive,  
17 Tallahassee, Florida 32308; appearing on behalf of  
18 Floridians Against Increased Rates, Inc. (FAIR).

19 FLOYD R. SELF, ESQUIRE, Berger Singerman, LLP,  
20 313 North Monroe Street, Suite 301, Tallahassee, Florida  
21 32301; appearing On behalf of Americans for Affordable  
22 Clean Energy, Inc. (AACE), Circle K Stores, Inc. (Circle  
23 K), RaceTrac, Inc. (RaceTrac), and Wawa, Inc. (Wawa),  
24 (Fuel Retailers).

25 APPEARANCES CONTINUED:

1                   ALEXANDER W. JUDD, ESQUIRE, Duane Morris, LLP,  
2   100 Pearl Street, 13th Floor, Hartford, Connecticut  
3   06103; appearing on behalf of Armstrong World Industries  
4   (AWI) .

5                   WILLIAM C. GARNER ESQUIRE, Law Office of  
6   William C. Garner, 3425 Bannerman Road, Unit 105, No.  
7   414, Tallahassee, FL 32312; appearing on behalf of  
8   Southern Alliance for Clean Energy (SACE) .

9                   ROBERT E. MONTEJO, ESQUIRE, Duane Morris, LLP,  
10   201 South Biscayne Blvd., Suite 3400, Miami, Florida  
11   33131-4325; appearing on behalf of Electrify America,  
12   LLC (Electrify America) .

13                  YONATAN MOSKOWITZ, ESQUIRE, Keyes & Fox, LLP,  
14   580 California Street, 12th Floor, San Francisco,  
15   California 94104; appearing on behalf of EVgo Services,  
16   LLC (EVgo.) .

17                  THOMAS A. JERNIGAN and CAPTAIN MICHAEL A.  
18   RIVERA, 139 Barnes Drive, Suite 1, Tyndall Air Force  
19   Base, FL 32403; appearing on behalf of Federal Executive  
20   Agencies (FEA) .

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1 APPEARANCES CONTINUED:

2 D. BRUCE MAY, KEVIN W. COX and KATHRYN ISTED,  
3 ESQUIRES, Holland & Knight, LLP, 315 South Calhoun  
4 Street, Suite 600, Tallahassee, Florida 32301; appearing  
5 on behalf of Florida Energy for Innovation Association  
6 (FEIA).

7 SHAW STILLER and TIMOTHY SPARKS, ESQUIRE, FPSC  
8 General Counsel's Office, 2540 Shumard Oak Boulevard,  
9 Tallahassee, FL 32399-0850, appearing on behalf of the  
10 Florida Public Service Commission (Staff).

11 ADRIA HARPER, GENERAL COUNSEL; MARY ANNE  
12 HELTON, DEPUTY GENERAL COUNSEL, Florida Public Service  
13 Commission, 2540 Shumard Oak Boulevard, Tallahassee,  
14 Florida 32399-0850, Advisor to the Florida Public  
15 Service Commission.

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1 P R O C E E D I N G S

2 CHAIRMAN LA ROSA: Good morning. Everyone  
3 looks like they are ready to roll. I will just  
4 take that silence as it's 9:30, or a minute till.  
5 I think we can go ahead and get rolling.

6 I see we have got folks on-line. Everyone is  
7 good on-line. I know Mike has done a good job of  
8 getting everyone prepared. I am looking down at my  
9 monitor because I can see everybody. Excellent.  
10 Awesome. Awesome.

11 I know that there is a hand raise button down  
12 there. If you don't mind raising your hand when  
13 you would like to speak, and I will certainly  
14 address you as that time goes.

15 Good morning to everyone who is here. Today  
16 is September 8th, 2025. It is now 9:30, and I will  
17 go ahead and call this prehearing conference on the  
18 settlement to order.

19 Staff, let's go ahead and get us started by  
20 reading the notice.

21 MR. STILLER: By notice published September  
22 2nd, 2025, this time and place has been set for a  
23 prehearing conference on settlement in Docket No.  
24 20250011-EI, Petition of Florida Power & Light  
25 Company for a rate increase. The purpose of this

1 prehearing is set forth more fully in the notice.

2 CHAIRMAN LA ROSA: Excellent. Thank you.

3 Let's go ahead and move to appearances.

4 Obviously, we have got some folks that are visiting  
5 us, or participating with us remotely. Let's start  
6 with FPL. And I will just go down the list that I  
7 have got in front of me so we make sure we don't  
8 miss anybody.

9 FPL, you are recognized.

10 MS. MONCADA: Good morning, Chairman La Rosa,  
11 Maria Moncada for Florida Power & Light Company,  
12 and with me is John Burnett.

13 CHAIRMAN LA ROSA: Thank you.

14 Office of Public Counsel.

15 MS. WESSLING: Good morning, Mr. Chair. This  
16 is Ali Wessling with the Florida Office of Public  
17 Counsel. I would also like to enter an appearance  
18 for Walt Trierweiler, the Public Counsel, as well  
19 as Patricia Christensen, Octavio Ponce and Austin  
20 Watrous. Thank you.

21 CHAIRMAN LA ROSA: Thank you.

22 League of United Latin American Citizens, for  
23 Florida -- Environmental Confederation of Southwest  
24 Florida.

25 MR. MARSHALL: Good morning, Mr. Chairman.

1 Bradley Marshall on behalf of Florida Rising, the  
2 League of United Latin American Citizens of  
3 Florida, better known LULAC, and the Environmental  
4 Confederation of Southwest Florida, better known as  
5 ECOSWF. And I also have with me Jordan Luebke  
6 today. Thank you.

7 CHAIRMAN LA ROSA: Thank you.

8 FIPUG.

9 MR. MOYLE: Good morning, Mr. Chair. Jon  
10 Moyle on behalf of the Florida Industrial Power  
11 Users Group, FIPUG. I would also like to enter an  
12 appearance for Karen Putnal with our firm.

13 CHAIRMAN LA ROSA: Thank you.

14 Florida Retail.

15 MR. BREW: Good morning, Mr. Chairman. I am  
16 James Brew for the Florida Retail Federation. I  
17 would also like to note an appearance for Laura  
18 Baker.

19 CHAIRMAN LA ROSA: Great.

20 SACE.

21 MR. GARNER: Good morning, Mr. Chairman.  
22 William Garner on behalf of SACE.

23 CHAIRMAN LA ROSA: Electrify America, I know  
24 your on-line.

25 MR. MONTEJO: Good morning, Mr. Chairman.



1 Robert Montejo on behalf of Electrify America.

2 CHAIRMAN LA ROSA: Thank you.

3 Also on-line is EVgo Services.

4 MR. MOSKOWITZ: Yes. Good morning, Mr.

5 Chairman. This is Yonatan Moskowitz on behalf of  
6 EVgo Services.

7 CHAIRMAN LA ROSA: Great. Thank you.

8 The Federal Executive Agencies.

9 MR. JERNIGAN: Good morning, Chair. This is  
10 Thomas Jernigan on behalf of the Federal Executive  
11 Agencies, and I would like to enter an also for  
12 Captain Mike Rivera.

13 CHAIRMAN LA ROSA: Great. Thank you.

14 Florida Energy for Innovation Association.

15 MR. MAY: Good morning, Mr. Chairman. I am  
16 Bruce May with the law firm of Holland & Knight for  
17 the Florida Energy for Innovation Association. I  
18 would like to make an appearance for my colleagues  
19 Kevin Cox and Kathryn Isted.

20 CHAIRMAN LA ROSA: Great. Thank you.

21 Walmart.

22 MR. MAY: Thank you.

23 MS. EATON: Good morning, Stephanie Eaton here  
24 on behalf of Walmart, Inc. I would like to enter  
25 an appearance for Steven Lee, who is also with my

1 firm, Spilman, Thomas & Battle. Thank you.

2 CHAIRMAN LA ROSA: Thank you.

3 FAIR.

4 MR. WRIGHT: Thank you, Mr. Chairman. Robert  
5 Scheffel Wright on behalf of Floridians Against  
6 Increased Rates, Incorporated. I would also like  
7 to enter an appearance for my law partner, John T.  
8 Lavia, III. Thank you.

9 CHAIRMAN LA ROSA: Great. Thank you.

10 Americans for Affordable Clean Energy.

11 MR. SELF: Good morning, Mr. Chairman. This  
12 is Floyd Self entering an appearance on behalf of  
13 Americans for Affordable Energy, Circle K, RaceTrac  
14 and Wawa. Thank you.

15 CHAIRMAN LA ROSA: Great. Thank you.

16 Armstrong World Industries, also on-line.

17 MR. JUDD: Good morning, Mr. Chairman. This  
18 is Alexander Judd from the law firm Duane Morris on  
19 behalf of Armstrong World Industries.

20 CHAIRMAN LA ROSA: All right. Thank you.

21 PSC.

22 MR. STILLER: Shaw Stiller on behalf of PSC  
23 staff. I would like to also enter an appearance  
24 for Tim Sparks.

25 CHAIRMAN LA ROSA: Thank you.

1 MS. HELTON: And Mary Anne Helton is here as  
2 your Advisor, along with your General Counsel,  
3 Adria Harper.

4 CHAIRMAN LA ROSA: Great. Thank you.

5 That worked pretty well, so we will keep the  
6 momentum going.

7 Again, thank you all for being here today. I  
8 scheduled this conference for a few reasons, we can  
9 call this a prehearing 2.0 I guess. It is to  
10 compile a list of major elements for the August  
11 20th Stipulation and Settlement Agreement; address  
12 pending prehearing motions that are appropriately  
13 before me as the Prehearing Officer; where it's  
14 necessary, clarify prehearing procedures and  
15 deadlines; discuss scheduling and procedure matters  
16 related to the October 6th hearing; and then  
17 discuss the framework, of course, of the  
18 post-hearing filings.

19 One last thing before we get going. The  
20 purpose of this hearing is, and that I ask you, is  
21 to uniformly explain, of course, what's before us,  
22 and I want to make sure that I am consistent with  
23 what I am referring to.

24 So the FPL and intervenors who have signed the  
25 August 20th Stipulation and Settlement Agreement

1 collectively I will refer to them as the  
2 signatories, and the other parties collectively as  
3 the non-signatories, right, so that there is  
4 hopefully some consistency and lack of confusion  
5 there.

6 Let's move to the major elements. We will  
7 address the major elements. Staff, can you go  
8 ahead and give us a little background?

9 MR. STILLER: Yes, Mr. Chair.

10 At an informal meeting conducted August 28th,  
11 2025, the parties discussed the draft list of 29  
12 major elements prepared and circulated by  
13 Commission staff. For the transcript and  
14 everyone's reference, that list is now in the  
15 docket file on page two of document number  
16 09065-2025, the letter FPL submitted regarding this  
17 morning's prehearing conference.

18 The matters on this list as 1 through 29 are  
19 acceptable to FPL as major elements. On Friday,  
20 OPC filed a request to add six additional major  
21 elements of the Settlement Agreement, and these are  
22 as follows:

23 One, the standalone TAM issue.

24 Two, incentive compensation.

25 Three, stochastic loss of load probability

1 analysis.

2 Four, prudence of 2025-2027 battery storage  
3 additions.

4 Five, bill impacts among the petition and  
5 proposed stipulation and settlement agreements.

6 And six, validity of the proposed stipulation  
7 and settlement agreements.

8 Staff suggests that you hear arguments from  
9 the parties at this time on the major elements.

10 CHAIRMAN LA ROSA: Great. Thank you.

11 Then let's go to OPC regarding the additional  
12 elements that have been identified, and then I  
13 would like to hear from the other non-signatories  
14 regarding these other major elements.

15 MS. WESSLING: Yes, Mr. Chair. Again, Ali  
16 Wessling with the Florida Office of Public Counsel.

17 And before I go through the list, there are  
18 two additional issues that we thought, over the  
19 weekend, might be appropriate for being added.

20 The first one is sort of a -- it's a question  
21 of who the parties to the FPL agreement represent,  
22 and there is sort of four aspects to that. So  
23 sub-issues of that one topic would be the interest  
24 that they represent, the number of customers that  
25 they represent, the revenue requirement burden

1       associated with who they represent that would  
2       result there the FPL agreement, and which customer  
3       classes are included. So the overall subject  
4       matter of that element is just who the parties  
5       represent with those four sort of sub-issues  
6       included.

7               And then the other issue is we think it would  
8       be important to have an issue regarding  
9       forecasting, given that there certainly is a  
10      disputed -- certainly are disputed facts related to  
11      whether or not the forecasting presented by FPL and  
12      included in that agreement is accurate and  
13      appropriate.

14             So those two issues, in addition to the six  
15      listed by Mr. Stiller just a moment ago, are ones  
16      that we think are important to be included as  
17      issues to be determined in this case.

18             So starting with the first issue that was  
19      included in what we sent over on Friday, we do  
20      believe that a standalone TAM issue is really  
21      important, and that it deserves to be set off to  
22      the side other than the RSM issue and not subsumed  
23      within their RSM issue.

24             We certainly have legal concerns, as well as  
25      policy concerns, with whether or not the specific

1       deferred tax liabilities that are -- that make up  
2       the TAM amount are even up for, or being treated  
3       the way that the company and the signatories  
4       suggest that they be treated. We certainly believe  
5       that that would result in double recovery -- and I  
6       wouldn't go -- I won't get into the arguments right  
7       now necessarily, but that's -- it's a key issue in  
8       this case, is the TAM, and the TAM amount, and  
9       whether or not that can be used for a different  
10      purpose than it was originally intended. So that  
11      is a huge issue in this case, and we believe it  
12      deserves to be handled and voted on independently.

13             Additionally, with the incentive compensation,  
14      there are other issues related to that that we also  
15      believe have a big impact on revenue requirements  
16      in this case, and we think it's appropriate to be  
17      addressed separately.

18             Additionally, the stochastic loss of load  
19      probability analysis is also a key issue in this  
20      case, whether it's the litigated or the settlement  
21      agreement, because it's this analysis that is the  
22      backbone and the foundation for the resource  
23      additions that are being asked for, both in the  
24      litigated case and in the settlement agreement.  
25      And this commission even had its own informal

1 meeting solely on the stochastic loss of load issue  
2 in this matter, and we just think that since that's  
3 the backbone and the basis for the additions, be it  
4 through the petition or through the signatories'  
5 agreement, we think that that's certainly important  
6 enough to be analyzed and voted on independently.

7 Additionally, similar argument for No. 4, the  
8 prudence of the 2025 through 2027 battery storage  
9 additions, those make up a huge element of the  
10 revenue requirements in this case. Again, both,  
11 whether you are talking about through the petition  
12 or as part of the settlement agreement. And there  
13 are a lot of issues surrounding those, even among  
14 the parties, evening among the non-signatories  
15 there are issues, so -- and differences of opinion,  
16 so I think that's definitely something that's going  
17 to need to be addressed and voted on differently.

18 The fifth point, the bill impacts among the  
19 petition and the proposed stipulation and  
20 settlement agreements. If one of the ultimate  
21 issues in this case is whether or not the  
22 settlement agreement is in the public interest, the  
23 bill impacts of that settlement agreement and the  
24 settlement agreement put forward by OPC, FEL and  
25 FAIR is certainly relevant to the public interest.



1       Is it in the public interest to have rates based  
2       off of the petition, or the rates suggested by the  
3       FPL agreement, or perhaps the rates suggested by  
4       the consumer majority parties. So I think that  
5       issue is something that needs to be addressed and  
6       is usually important to whether or not the  
7       agreement is in the public interest -- either  
8       agreement is in the public interest.

9               And then No. 6, the validity of the proposed  
10       stipulations and agreements, there are obviously a  
11       lot of motions and whatnot that have been exchanged  
12       in this case, and there is a lot of issues that  
13       have been raised regarding the validity of either  
14       agreement, and obviously, that's an important  
15       issue, as you don't -- we don't want to have the  
16       Commission voting on something that isn't legally  
17       sufficient. I don't think anybody here would want  
18       that. So we think that that's an issue that  
19       deserves to be addressed independently as well.

20              And I have pretty much covered the arguments  
21       on the other two issues when I introduced them, but  
22       essentially, just to spell it out. The interests  
23       that the parties represent, the number of customers  
24       that they represent, the revenue requirement burden  
25       and the customer classes that are represented are

1       all very important issues, especially in light  
2       of -- since these settlement agreements have been  
3       filed, there has been a lot of statements made by  
4       specifically the FPL agreement parties, the  
5       signatories, that they represent a diverse  
6       coalition of customers, and that it's multifaceted,  
7       and whatnot, and we just want to be able to ask  
8       questions about that, and explore the -- whether or  
9       not that's true, and whether or not they can  
10      represent what's in the public interest.

11           And so that's essentially what we are trying  
12      to get at there. It's not -- that's not a standing  
13      question. It's a question about if they are going  
14      to put forth these statements that they represent a  
15      broad group of customers, we want to be able to  
16      just simply ask questions about that and have that  
17      addressed, so -- and then the forecasting issue I  
18      believe I covered.

19           So those are the main arguments for the issues  
20      that we have put forth for consideration, and we  
21      believe they are all essential to the Commission's  
22      ultimate determinations in this case.

23           CHAIRMAN LA ROSA: The items No. 7 and 8, can  
24      you put that in writing?

25           MS. WESSLING: Certainly. Yes.

1           CHAIRMAN LA ROSA: Mr. Marshall, I don't want  
2           to make the assumption that you agree  
3           wholeheartedly, so I certainly look to you for your  
4           thoughts on what was just --

5           MR. MARSHALL: Thank you, Mr. Chairman. I  
6           would echo those thoughts. I don't have much to  
7           add, other than that the interests that the  
8           signatories represent has been one of the few  
9           consistent findings of fact that the Commission has  
10          consistently made regarding why a settlement is in  
11          the public interest, including in FPL's last two  
12          rate cases in '21 and 2016, was the breadth and  
13          diverse coalition of customer groups that signed on  
14          to it, and, therefore, aided the Commission's  
15          finding that the settlement was in the public  
16          interest. And so we do think the interest the  
17          parties represent is squarely at issue.

18          They have reiterated those claims as part of  
19          their motion for approval of the settlement and in  
20          the testimony that was filed, prefiled testimony  
21          that was filed last week, and so we think that  
22          issue has squarely been put on the table by the  
23          signatories, and has historically been one of the  
24          crucial findings of fact that this Commission has  
25          made to finding that a proposed settlement is in

1 the public interest.

2 CHAIRMAN LA ROSA: Mr. Wright.

3 MR. WRIGHT: Thank you, Mr. Chairman. I agree  
4 with Ms. Wessling and Mr. Marshall. Thank you.

5 CHAIRMAN LA ROSA: Great. Excellent.

6 Now I would like to go to FPL, and then any of  
7 the signatories that have anything specific to  
8 maybe add to it. If I don't hear from you, then I  
9 am going to assume that you share a position.

10 Yes.

11 MR. BREW: Thank you, Mr. Chair, Jay Brew.

12 I would just like to ask OPC, could you repeat  
13 the factors that you were referring to for Issue  
14 No. 6? You said the number of customers  
15 represented, the revenue requirement burden and  
16 what were the other factors?

17 MS. WESSLING: Sure. So it would technically,  
18 I think, be No. 7, Issue No. 7.

19 MR. BREW: Oh, excuse me, seven.

20 MS. WESSLING: That's okay.

21 CHAIRMAN LA ROSA: So seven and eight, the new  
22 items that have been added --

23 MS. WESSLING: Yes, we will number them seven  
24 and eight. Seven being who the parties represent.  
25 So those four sub-issues within that that we think

1       would be appropriate are the interest that the  
2       party represents; the number of customers -- if  
3       it's not a customer, if it's an organization -- the  
4       number of customers that they represent; the  
5       revenue requirement burden that would be faced by  
6       that group's customers, meaning what percentage,  
7       you know, that they would represent; and also which  
8       customer classes, so RS, GS, all those sorts of  
9       things. Just we don't with have that information,  
10      and we just think in order to, you know, inquire  
11      about the statements that this is a broad group of  
12      customers, I think that information is important.

13           MR. BREW: Just -- if I can -- the revenue  
14      requirement burden for the class of customers  
15      represented? I am trying to figure out what it is  
16      you are asking.

17           MS. WESSLING: For each party, we just want to  
18      understand -- and these are related issues. They  
19      are not necessarily -- I mean, it's all related to  
20      what -- you know, in order to be able to know what  
21      sort of weight to give to the signature of any  
22      given party, I think it's important, and we think  
23      it's important that we understand how much of the  
24      revenues ultimately, or the revenue requirement  
25      that that party is going to be responsible for.

1           So, for example, the residential customers  
2           represent, I don't know -- I mean, the vast  
3           majority, over 90 percent of FPL's customers. So  
4           we just want to understand, you know, what is that  
5           number in relation to each of the other  
6           organizations.

7           CHAIRMAN LA ROSA: I understand what you are  
8           asking. I don't know that it's that easy, frankly,  
9           to be able to demonstrate.

10          MR. BREW: I am trying to figure out what the  
11          question is for how you could answer it.

12          CHAIRMAN LA ROSA: Sure. I am going to take  
13          the point -- I am going to I take the whole --  
14          well, let me hear from the others.

15          MR. BREW: If I can ask, Mr. Chair, just to  
16          clarify?

17          CHAIRMAN LA ROSA: Sure.

18          MR. BREW: On Issue 8, the forecasting issue,  
19          Ali, were you talking about forecasting in general,  
20          forecasting of sales? I am trying to figure out  
21          what is it you are talking about?

22          MS. WESSLING: It's both sales and load  
23          forecasting, to the extent that they underpin the  
24          validity of the agreement that the signatories  
25          signed, to the extent that that information is

1           being used to underpin and constitute competent,  
2           substantial evidence of what's being put forward in  
3           the FPL agreement, to the extent that that's being  
4           used, we think that that issue is something that  
5           should be put forth individually before the  
6           Commission, because we do believe there is a lack  
7           of competent, substantial evidence as it relates to  
8           those issues, demand and load forecasting as --  
9           which is not a surprise. It was in our June 9th  
10          testimony, so that --

11                 MR. BREW: Okay.

12                 MS. WESSLING: -- to the extent that we have  
13           challenged it in our testimony, and to the extent  
14           that it's being relied upon to support the FPL  
15           agreement, that's the purpose for calling it out  
16           and having it addressed independently.

17                 CHAIRMAN LA ROSA: And if you need to further  
18           clarify that, can you clarify that in writing when  
19           you submit it?

20                 MS. WESSLING: Certainly. We left them as  
21           this, just is he you understand, because that's the  
22           way they are listed in the agreement. They are  
23           just topics, not the formal wording that are  
24           typically associated with issues. We just wanted  
25           to introduce the subjects in the similar to the way

1           they were presented in the letter and by staff.

2           But we are certainly open to wordsmithing it with  
3           everyone, and we would be happy to do that.

4           MR. BREW:   Okay.   So we are talking  
5           forecasting, sales and load?

6           MS. WESSLING:   Yes.

7           MR. BREW:   Thank you.   Thank you, Mr.  
8           Chairman.

9           CHAIRMAN LA ROSA:   Okay.   Now let me go to  
10          Ms. Moncada, whoever you would like to speak on it.

11          MR. BURNETT:   Thank you, Mr. Chairman.   I am  
12          going to say a few words --

13          CHAIRMAN LA ROSA:   Please.

14          MR. BURNETT:   -- just as an overview and then  
15          pass to Ms. Moncada for some specifics.

16          One thing that struck me in listening to OPC,  
17          Mr. Chairman, is there seems to be a fundamental  
18          misunderstanding about what these numbered issues  
19          in a case do and what they don't do.   I heard a lot  
20          of, we should be allowed to ask questions on this.  
21          We should be allowed to develop this.   We should be  
22          able to take discovery.   Whether something gets a  
23          number or not, or is a major issue or not doesn't  
24          in any way preclude OPC, or anyone else, for that  
25          earth ma, from developing the issue, filing



1           testimony on it, taking discovery. So I think we  
2           should just back up and say, are we overthinking  
3           this a little, right?

4           The 130 issues first identified in the case  
5           present a very logical and clear roadmap for the  
6           Commission to sort evidence, to identify fallout  
7           issues, and the like. Your staff, I think, has  
8           done an excellent job of identifying major issues  
9           in the settlement that have changed or been  
10          impacted by the compromise.

11          Again, it's a good roadmap, but I think we  
12          just need to back up and dispel ourselves of that  
13          misunderstanding that somehow that prevents folks  
14          from maybe even discovering something during the  
15          hearing that they heard for the first time, and  
16          briefing that in their briefs, which they are  
17          perfectly allowed to do. So that's just an  
18          overview thought, and I will pass, with your leave,  
19          to Ms. Moncada to speak about the additional  
20          issues.

21          CHAIRMAN LA ROSA: Thank you.

22          MS. MONCADA: Yeah, it was with that backdrop  
23          that I would address the individual issues, as well  
24          as the backdrop that a series of Florida Supreme  
25          Court cases have made clear that the ultimate issue

1       for your consideration, Mr. Chairman, as well as  
2       the other Commissioners, is whether the settlement  
3       agreement, as a whole, is in the public interest  
4       and results in fair, just and reasonable rates.  
5       And we agree, just as we stated in the letter that  
6       we submitted with the preliminary list that staff  
7       provided as to what the major elements of the  
8       agreement are, and I can go through the list and  
9       explain, once again, that the elements -- I am  
10      sorry, that the additional items that were  
11      presented by Ms. Wessling are not major elements of  
12      the agreement. But as Mr. Burnett pointed out, it  
13      doesn't mean that they can't fully explore that  
14      through cross-examination, their own testimony and  
15      in briefing, and, yes, we do think that the  
16      Commission's order should reflect that to the  
17      extent it becomes a main disagreement in the case.

18           So I will start with the first one, which is  
19      the TAM as a standalone issue. Ms. Wessling  
20      recognized that it is a subcomponent of the RSM, so  
21      to -- in FPL's mind, that would be duplicative.  
22      You would now have two issues are the same.

23           Paragraph 21 of the Settlement Agreement  
24      describes specifically what the elements of the  
25      rate stabilization mechanism are. The TAM is one

1 of those issues, and OPC, FEL and FAIR can explore  
2 the TAM both on a factual and legal basis under  
3 that issue. And in staff's list, that is Issue No.  
4 17.

5 Incentive comp also not a major element of the  
6 settlement, but again, can be explored through  
7 cross-examination and all other matters that they  
8 wish to proceed upon.

9 The same applies to the stochastic loss of  
10 load probability and the battery storage. Those  
11 are issues that have been identified as 3 and 4.

12 No. 5, bill impacts. That, again, is just a  
13 fallout of the elements of the settlement agreement  
14 and doesn't need to be set aside as another  
15 element.

16 No. 6, the validity of their settlement. I  
17 want to talk about that one a little bit more.

18 Ms. Ali -- I am sorry -- sorry, Ali -- Ms.  
19 Wessling has stated that she wants to be able to  
20 talk about the legal sufficiency of the settlements  
21 filed by OPC, FEL and FAIR. The validity of that  
22 settlement agreement has been fully briefed, so to  
23 speak, through motion practice by the parties and  
24 is actually ripe for a decision by this commission,  
25 and, in fact, I would say, and hopefully Mr.

1       Stiller doesn't mind me saying this, but one of the  
2       first notices we got with respect to the fact that  
3       this prehearing conference was going to happen, was  
4       that that would be, or could be one of the things  
5       taken up, and FPL, certainly, is ready today to  
6       discuss that with Your Honor, and have a ruling on  
7       that documentation that was filed by those three  
8       parties is, in fact, a valid settlement agreement.  
9       We think that can be disposed of here today.

10           And with respect to whether FPL's settlement  
11       with the signatories is legally valid, we believe  
12       that has been disposed of very clearly, and in  
13       black and white by the Florida Supreme Court in an  
14       August 2014 decision that was the appeal of FPL's  
15       2012 rate settlement order, where the Florida  
16       Supreme Court made clear that FPL can, in fact,  
17       have a settlement that is nonunanimous, and that as  
18       long as the Commission provides the proper  
19       procedure and votes on whether the settlement is in  
20       the public interest, it is a legally valid  
21       settlement and valid settlement order.

22           If they are talking not about the legal  
23       validity but of the factual underpinning, well,  
24       Your Honor, that's what we are here for -- that's  
25       what we will be here for in October to explore the

1        validity -- I am sorry, whether the public interest  
2        is met for the settlement agreement that we filed  
3        on August 20th.

4            For No. 7, I think that one smacks the most of  
5        as not being a proper issue, because who the  
6        signatory parties represent is a legal issue, not  
7        one that the Commission is going to vote -- needs  
8        to take a vote on. The interest that they  
9        represent, the number of customers, the revenue  
10       requirement burden, those are all just factual  
11       determinations. It's not really a controversy for  
12       somebody to vote on up or down.

13           And then that takes us to load forecasting,  
14        which includes sales as well. Again, OPC, FEL and  
15        FAIR are absolutely free to explore that. We are  
16        still going to have a hearing on the first 130  
17        issues, and sales forecast and load forecast is  
18        certainly part of that. We have prefiled  
19        testimony, both by FPL, as well as, I think, some  
20        counter testimony by the non-signatory parties.  
21        That will still be in evidence and they can still  
22        explore that during the hearing, as well as in  
23        their briefing. And, again, if it is a source of a  
24        main disagreement of the parties, we would submit  
25        that the Commission's order should reflect that as

1           such in its order.

2           Thank you.

3           CHAIRMAN LA ROSA: Any other parties,  
4           signatory parties have anything to add? FIPUG.

5           MR. MOYLE: I just have a few follow-up  
6           comments to the questions that you asked about  
7           this.

8           First of all, I would like to thank you for  
9           your direction to call the parties the signatories  
10          and the non-signatories. I think that captures it.  
11          It's clear, and, you know, starts avoiding things,  
12          like special interests and different things, so  
13          thank you for that.

14          The point with respect to the parties, and who  
15          the parties are, and all that, that -- you know, we  
16          support the comments FPL on that. There is  
17          information that's already in the record, and  
18          that's part of standing. Your staff was clear,  
19          said, establish standing. We put testimony in on  
20          that point, and I think that's, you know, addressed  
21          sufficiently in the pleadings as filed. Jeff  
22          Pollock, who has worked for FIPUG for many years,  
23          has put forward testimony on that, and that can be  
24          something that's cross-examined.

25          And in your order establishing procedure, the

1 way I read it anyway, or interpreted it, was you  
2 said, look, we have been going at this for a long  
3 time, hundreds, if not thousands of discovery  
4 requests have been filed. Going forward, we are  
5 going to look only at the settlement agreement and  
6 have discovery on that. So we think some of this  
7 discovery is picking up and backfilling on issues  
8 that could have been inquired about previously.

9 There is also a number of motions before you  
10 that, respectfully, I think --

11 CHAIRMAN LA ROSA: We are going to get to some  
12 of those motions.

13 MR. MOYLE: Oh, okay. I guess I would just  
14 say, like, even this weekend, there was Friday --  
15 Friday late, there was notices of deposition filed.  
16 The signatories, not including FPL, the intervening  
17 signatories filed something last night, a  
18 voluminous response to that. So I am happy to talk  
19 about it, and argue about it, but there is a wealth  
20 of documents and legal argument that is before you  
21 that, at least my thought was, maybe do a  
22 consolidated omnibus ruling on a lot of the  
23 discovery disputes that we are having after hearing  
24 argument and reviewing those documents.

25 So anyway, that, I think, is the main gist of

1           the points with respect to FIPUG. It's been around  
2           a longtime. OPC has been invited and attended  
3           meetings, annual meetings of FIPUG. They know who  
4           the members are. It's under confidentiality, just  
5           as a lot of companies say we are not going to make  
6           our members public.

7           You served in the Legislature. I think you  
8           probably remember the Chamber of Commerce being  
9           asked who are your members, they say, we don't, you  
10          know, we don't tell --

11          CHAIRMAN LA ROSA: You want to save this  
12          positioner for --

13          MR. MOYLE: I will.

14          CHAIRMAN LA ROSA: Yeah. As I am looking down  
15          the list, we are going to get to that  
16          specifically --

17          MR. MOYLE: Okay.

18          CHAIRMAN LA ROSA: -- so I don't want you to  
19          have you repeat yourself and maybe a better posture  
20          to --

21          MR. MOYLE: And I could say see above, but I  
22          will just hold.

23          CHAIRMAN LA ROSA: Oaky.

24          MR. MOYLE: Thank you.

25          CHAIRMAN LA ROSA: All right. Any other



1 parties?

2 MR. MAY: The FEIA supports the arguments  
3 presented by Ms. Moncada. We think it covered the  
4 major elements. We agree with those. We also  
5 agree with her positions with respect to the  
6 additional elements that the OPC is attempting to  
7 inject into this proceeding.

8 CHAIRMAN LA ROSA: Florida Retail.

9 MR. BREW: Thank you. Jay Brew again.

10 I just wanted to reiterate a point that Ms.  
11 Moncada made regarding the Issue 7 that OPC has  
12 raised. The number of customers that an  
13 organization may represent, other than going to  
14 standing, really isn't something for the Commission  
15 to decide, and, yes, it will look at the overall  
16 package of the settlement as whether it's in the  
17 public interest, but whether an association  
18 represents five customers or 500 isn't particularly  
19 pertinent to the issues that the Commission has to  
20 decide.

21 CHAIRMAN LA ROSA: Any other parties?

22 I am going to come back to you, Ms. Wessling.  
23 I don't want to, certainly, ignore the folks that  
24 are on the line that are remote. Any of the  
25 parties remotely? I am not seeing --

1 MR. JERNIGAN: Mr. Chairman, this is --

2 CHAIRMAN LA ROSA: Yes, sir.

3 MR. JERNIGAN: Yeah, this is Thomas Jernigan  
4 with the Federal Executive Agencies.

5 We would echo what has already been said by  
6 FPL and the signatory parties, but I would add, for  
7 at least, I believe it's been identified as Issue  
8 No. 7, who the settling parties are, and the number  
9 of customers they represent. The Federal Executive  
10 Agencies is a group designated by federal statute  
11 for every federal customer within the FPL's service  
12 territory. That includes not only military  
13 installations, courthouses, Post Office, military  
14 recruiting offices all across the state. Asking us  
15 to identify how many of those exist, and how many  
16 bills there are, bill impacts, et cetera, is well  
17 beyond what is necessary or what is appropriate in  
18 this settlement, and would be incredibly  
19 burdensome.

20 I just want to add that to the list of  
21 concerns I have over it over these additional  
22 items. Thank you.

23 CHAIRMAN LA ROSA: Excellent. Thank you.

24 Ms. Wessling.

25 MS. WESSLING: Thank you, Mr. Chair, and thank

1           you for the opportunity to just add a couple words  
2           of response to what has been stated.

3           I will stand on our argument regarding Issues  
4           1, 2, 3 and 4, as well as 8, but if I could just  
5           briefly respond to 5, 6 and 7, I would appreciate  
6           it.

7           Regarding 5 and 6, the signatories are the  
8           ones who filed this -- their settlement agreement  
9           on August 20th of this year. And in doing so, they  
10          made several statements, and they are asking this  
11          commission to determine and agree with them that  
12          the rates that will result from their agreement  
13          will be fair, just, reasonable and in the public  
14          interest. And in order to allow the Commission to  
15          determine that, to see for themselves, and decide  
16          for themselves whether or not that's the case, all  
17          of these issues are highly relevant.

18          Regarding Issue 6 and the validity of the  
19          proposed stipulation, I am glad to hear FPL bring  
20          up the 2014 case, the Citizens case at the Florida  
21          Supreme Court. Like it or not, we are all bound by  
22          that case, and that case states unequivocally that  
23          nonunanimous settlement agreements are available to  
24          this commission. And although, you know, we would  
25          love nothing more than to have only had to worry

1       about the hearing in this case, we were prepared to  
2       go on August 11th. We had our opening statement,  
3       we were ready to go, but then this was thrust upon  
4       us less than one business day before that hearing  
5       started.

6               So in response to that, and in order to  
7       protect the interest of all of Florida Power &  
8       Light's customers, we were forced to do -- to  
9       create an alternative agreement that was in the  
10      public interest, unlike the signatories' agreement.  
11      So that -- those issues are why Issue No. 6 are  
12      important, and Issue No. 7, as well.

13             Specifically on No. 7, regarding who the  
14      parties represent, in the testimony filed by  
15      Florida Power & Light, they state that FPL and a  
16      diverse coalition of customer groups filed the  
17      signatory agreement. And if they can say that but  
18      we can't ask questions about who that group is and  
19      who they represent, that just doesn't seem fair.  
20      That doesn't seem right. And we just want to be  
21      able to ask our questions and explore that issue  
22      for -- so that the Commission -- as I said at one  
23      of the last hearings, more information is better.  
24      And we just want to be able to have as much  
25      information before the Commission as possible so

1           that the Commission can make a decision based off  
2           of what is truly fair, just and reasonable and in  
3           the public interest.

4           So those are why those issues are so important  
5           to be included in this case and in the Commission's  
6           determination, and that's why we ask that they be  
7           included. And thank you for, again, allowing me  
8           the chance to respond to some of that.

9           CHAIRMAN LA ROSA: Okay.

10          MS. EATON: Can I add something?

11          CHAIRMAN LA ROSA: Yes, Walmart.

12          MS. EATON: I want to support what the other  
13          signatory parties have stated, but I would say we  
14          would like an opportunity for our group to see  
15          Issues 7 and 8 once they are written out so that we  
16          can potentially address those further with you.

17          But I would say especially as to Issue 7, a  
18          lot of the information about who, you know, who the  
19          customer is or what the customer group, the purpose  
20          of their being in the case, the nature of the rate  
21          classes, for example, that are subject to their  
22          members, a lot of that information, especially for  
23          our client, has been in the record with the  
24          petition to intervene, as well as the direct  
25          testimony that was filed back in June. So it's

1 not, you know, new information. It is definitely  
2 information that can be talked about at the  
3 hearing, but to have it as a separate issue doesn't  
4 make very much sense.

5 So perhaps it will make more sense when it's  
6 written out and shared, but it doesn't seem like a  
7 standalone issue, that particular one.

8 Thank you.

9 CHAIRMAN LA ROSA: Mr. Marshall.

10 MR. MARSHALL: Thank you, Mr. Chairman. Just  
11 a couple brief responses.

12 On No. 6, yes, the 2014 decision is good law,  
13 and it did say that nonunanimous settlement  
14 agreements can be valid, but that doesn't mean that  
15 all nonunanimous settlement agreements are legally  
16 valid, and there are factual underpinnings, such as  
17 FPL has pointed out, as to whether the parties are  
18 generally competing parties or whether they were  
19 self dealing, and we think that's an issue of fact  
20 for this commission to determine, and, therefore,  
21 whether the settlement agreement that the  
22 signatories made is valid.

23 As to No. 7, the argument was -- is that it's  
24 a legal issue with factual determinations. That  
25 doesn't mean it can't be an issue for the

1 Commission to make decisions on and for evidence to  
2 be presented on.

3 What we seem to be hearing is that we have a  
4 black box settlement and that the -- all the  
5 signatories want to be black box groups and not  
6 reveal what interests that they are representing,  
7 even though the Commission has continually relied  
8 on those representations to make determinations of  
9 what's in the public interest.

10 I will quote from the '21 order: The  
11 signatories to the 2021 settlement represent a  
12 broad section of FPL's customer classes and a large  
13 majority of the parties in this case. Later it  
14 says that representing virtually every customer  
15 class.

16 The 2016 order, the Commission made similar  
17 findings in deciding that the settlement agreement  
18 then was in the public interest: That the  
19 signatories to the settlement agreement represent a  
20 broad segment of FPL's customer base, including  
21 both residential and commercial classes.

22 And what we are hearing is that those are not  
23 valid facts or evidence to be considered. And if  
24 that's true, then the motion for approving the  
25 settlement that makes representations along those

1 lines, and the testimony that was filed last week  
2 that makes representations along those lines for  
3 arguments about why the agreement is in the public  
4 interest should all be withdrawn or stricken, but  
5 we are not seeing any move to withdraw that  
6 testimony or the motion approving the settlement  
7 agreement, so the signatories have put that  
8 squarely at issue.

9 And a petition to intervene is not evidence.  
10 It's allegations as this commission's order  
11 granting intervention to every single one of the  
12 intervening parties noted, that there are  
13 allegations sufficient for standing. But standing,  
14 itself, is very different than the customer  
15 interests.

16 The customer interests weren't an issue for  
17 this commission to consider before a settlement  
18 agreement was put before it. Of all the 130  
19 original issues, there was no issue regarding the  
20 interests of the parties in the case. There was  
21 one regarding standing, but that's different than  
22 the interests of the parties.

23 Now that we have moved into a settlement  
24 agreement, thanks to the signatories, they have put  
25 squarely at issue whether the -- whether their



1 customer interests support a finding that the  
2 settlement agreement they made is in the public  
3 interest. And as such, that is an issue that needs  
4 to be addressed and that discovery must be allowed  
5 on, or all of the assertions and representations  
6 that the signatories are making regarding that  
7 issue need to be withdrawn.

8 Thank you.

9 CHAIRMAN LA ROSA: Okay. So obviously, this  
10 is an important issue, and I think I should give  
11 the right to FPL, do you have anything further to  
12 say, or thoughts on that? I want to try to close  
13 the loop on this so we know how we are moving  
14 forward.

15 MS. MONCADA: Nothing further. They are free  
16 to explore all of that through cross-examination.

17 CHAIRMAN LA ROSA: So, Ms. Wessling, we talked  
18 about providing the additional points in writing.  
19 Is -- if I asked to have that -- depending on what  
20 time we get out of here, which I don't know, will  
21 be hopefully not very late, is it possible to get  
22 that back to us today?

23 MS. WESSLING: I just emailed it.

24 CHAIRMAN LA ROSA: Okay. Perfect.

25 So then what I am going to ask for if any of

1           the parties want to respond to that, is it possible  
2           to have a response by tomorrow? Okay. Seeing  
3           nodded heads, and I don't want to discount my folks  
4           on-line.

5           Obviously, this is an important issue, and is  
6           truly, you know, the framework of the Commission's  
7           decision-making, so I will discuss with my staff  
8           further so that I can make a decision on this as  
9           soon as possible, is that fair?

10          Staff, does that sound okay?

11          Okay. So I think we can move on to some  
12          pending motions.

13          MR. STILLER: Yes, Mr. Chair. You got a  
14          preview here.

15          There are several pending motions that you may  
16          address today. They fall into generally two  
17          groups. There is a group of motions regarding some  
18          pending discovery and motions to quash and  
19          protective order. And there is also motions  
20          relating to a settlement agreement submitted by  
21          OPC, FEL and FAIR.

22          Staff suggests that you hear the argument  
23          related to the settlement agreement first, and then  
24          move into the discovery motions.

25          CHAIRMAN LA ROSA: Okay. Just help keep me in

1           order if I go offtrack at all.

2           So OPC, FAIR and FEL have submitted,  
3           obviously, the proposed -- proposal to consider,  
4           you know, an agreement signed by those three  
5           parties, and have requested that the first revised  
6           OEP be amended to add certain filing dates for the  
7           testimony and exhibits related to that agreement.

8           So let's first -- let me go to the  
9           non-signatories on their joint motion, and let me  
10          ask Ms. Wessling if you can start us off.

11          MS. WESSLING: Certainly. And, again, thank  
12          you, Mr. Chair, for giving us the opportunity to  
13          address you on this extremely important topic. I  
14          am speaking on behalf of OPC, and I would just ask  
15          that the other signatories to the August 26th  
16          agreement also be given a chance to --

17          CHAIRMAN LA ROSA: I will, yes, I will  
18          recognize them.

19          MS. WESSLING: -- follow up on anything that  
20          they might also think is important that I may not  
21          mention.

22          And you did get a preview of some of the  
23          arguments, as well as just the motion itself speaks  
24          for itself. It puts forth all of the various  
25          arguments and factors that we believe would result

1       in, certainly, more fair, just and reasonable  
2       rates, and which would be in the public interest  
3       compared to the August 20th Settlement Agreement.

4           And also, as I mentioned earlier, we would --  
5       I mean, we are here because they filed an  
6       agreement. Before they filed an agreement, as I  
7       mentioned, we were ready for hearing. We were  
8       here, we were -- we -- even on Friday, I mean,  
9       before, when we got that agreement, we were fully  
10      in trial prep mode, and even when we showed up  
11      before that that -- before it was decided whether  
12      that was going to be postponed at the request of  
13      FPL and the signatories, we were ready to go, and  
14      we remained ready to go. We remained ready to  
15      analyze and litigate the petition that was filed on  
16      February 28th of this year. We have been working  
17      very hard, and we have a lot of questions for the  
18      various witnesses and points that we would like to  
19      make.

20           However, once that settlement agreement was  
21      filed, and once we had a chance to fully review it  
22      and realized that this agreement did not represent  
23      the vast majority of FPL's customers, we could not  
24      sit idly by, and we had to at least present an  
25      alternative for your consideration so that all of

1           the customers will benefit from a more fair, just  
2           and reasonable and in the public interest  
3           agreement, and that's what we put forward.

4           Again, the Citizens case stated that  
5           nonunanimous settlement agreements are allowed.  
6           And obviously, if you have two agreements, and one  
7           is in the public interest and fair, just and  
8           reasonable and one is not, then we certainly  
9           advocate that you pick the one that is in the  
10          public interest. And our agreement, as is laid out  
11          in our motion and in the agreement itself, shows  
12          you just how much more in the public interest and  
13          fair, just and reasonable those rates are.

14          If we were here sitting -- if we were sitting  
15          here saying, FPL, with our agreement, should get no  
16          money, that's our litigated position, but we made  
17          an effort to come up with a fair, just and  
18          reasonable resolution. We are not saying no  
19          agreement. We are saying -- or no rate increase,  
20          we are saying, here is a more reasonable rate  
21          increase than what has been put forward by the  
22          signatories. And, again, that's all broken down  
23          and listed out in a table included with our motion.

24          And the signatory parties argue that our  
25          agreement is illusory, but the same can be said of

1        theirs. FPL has recently stated that they  
2        represented the residential customers at the table  
3        when they came up with this agreement, and that is  
4        simply not true. And that sort of allegation  
5        cannot be true when none of the residential  
6        customers were represented.

7                We represent all the customers, and we did not  
8        sign that agreement. And allowing them to allege  
9        that, and for the Commission to rely on that, would  
10       certainly be misguided.

11               There is another allegation I think that was  
12       briefly touched on earlier that we have settled  
13       with ourselves, and that we are a group of  
14       non-adverse parties, but that is absolutely not  
15       true.

16               We varied -- even when we all filed our  
17       testimony on June 9th, there were a number of areas  
18       where we disagreed, frankly. ROE, OPC recommended  
19       a 9.2 -- our expert recommended a 9.2 ROE, and I  
20       believe FEL's expert recommended a 9.5 or a 9.6.  
21       That's one, just one instance where we are not  
22       aligned.

23               Additionally, there was a difference regarding  
24       the equity ratio recommendation. There was a  
25       difference of opinion, certainly, about the

1       appropriateness of the stochastic loss of load  
2       probability analysis. And I anticipate that when  
3       the hearing gets underway on the petition itself,  
4       that that difference of opinion will be very clear  
5       to this commission through the evidence that that  
6       is adduced at the hearing. And you can probably  
7       tell that by reading our two testimonies on that  
8       issue. And anyone who paid attention to the  
9       depositions and discovery in this case is aware  
10      that we are not aligned on the stochastic loss of  
11      load issue.

12           Additionally, there is a difference of  
13      opinion, I believe, regarding the 2025 Northwest  
14      Florida battery additions and the propriety of  
15      those additions, and whether or not there is a  
16      resource need, and how they should be addressed.  
17      So those are examples of the ways in which we  
18      disagreed.

19           Also, FPL alleged that we are all on the same  
20      side of the versus that was referenced both in the  
21      response to our motion for the agreement, I think,  
22      and as well as in the response to the motion for  
23      the scheduling order. But I would remind everyone  
24      that there is no versus in this case. This is a  
25      petition filed by FPL, and we -- anyone who

1 intervenes and has standing to intervene can  
2 litigate that, can explore that, can ask questions  
3 about whether or not this is in the public  
4 interest, and that's is certainly what we are doing  
5 here.

6 And again, we only filed the settlement  
7 agreement because they filed what they filed on  
8 August 20th. And we believe that given the current  
9 lay of the land in Florida, that nonunanimous  
10 settlement agreements are able to be approved, then  
11 we felt like we needed to do what we did. And we  
12 are unaware of any case law in Florida that's  
13 either been decided by this commission or the court  
14 that requires the utility to be a signatory to the  
15 agreement that is ultimately approved.

16 One thing that FPL states several times in  
17 their responses as well is that if for whatever --  
18 if the Commission agrees with our agreement and  
19 approves our agreement, and FPL is not a signatory,  
20 then their rates would automatically go into effect  
21 based off of the statutory clock.

22 However, it's certainly OPC's position that  
23 the statutory clock was waived in this case by FPL  
24 when they filed, again, one business day before the  
25 hearing, that -- asking for a motion to suspend the



1       hearing and allow them to create the settlement  
2       agreement.

3               In similar cases in Florida -- well, not  
4       similar, but in -- as an example of why we believe  
5       that that is the case, that it has been waived, is  
6       that in criminal cases, when a defendant who has a  
7       right to a speedy trial, when they ask for a  
8       continuance in their case, that is an automatic  
9       waiver of their speedy trial rights. And that is a  
10      Supreme Court case, Knight V State, 211 So.3d.

11             And we believe that the same logic applies  
12      here, that if you have a statutory right, you  
13      absolutely have a right to have this clock  
14      enforced, but when you ask to delay or suspend or  
15      continue things, then that constitutes a waiver of  
16      that clock. So I don't think that's something that  
17      this court -- or the Commission should be concerned  
18      about in terms of that argument.

19             And let me see. Just give me one moment here.  
20      There is also, as far as we are aware, no case in  
21      Florida that states that the company must consent  
22      to the rates that are imposed upon it, and that the  
23      rates they are allowed to charge customers, it's  
24      this commission's job, it's this commission's  
25      purview to set rates. And whether or not the

1        company agrees with those rates is not relevant,  
2        and we don't believe there is any case law that  
3        requires the company's consent to the rates. That  
4        goes against the entire purpose of this commission.

5                This commission is here to look out for and  
6        protect the public. That is what 366.01 states, is  
7        that because these utilities, these investor-owned  
8        utilities are state sanctioned monopolies, the  
9        Commission exists for the protection of the public,  
10       and that's what we are asking you to do by  
11       approving our settlement agreement, which more  
12       fairly balances the interests of all stakeholders  
13       here, that results in fair just and reasonable  
14       rates. It's over \$5 billion worth of revenue  
15       increases over the course of this agreement. And  
16       to argue that we are, you know, being unreasonable  
17       -- or unreasonable or irrational with our  
18       agreement, is just -- it just doesn't make sense.

19               And those are the primary points that I would  
20       like to make regarding our motion, again, in  
21       addition to what's in the motion and what we filed.

22               And regarding the -- if I could just briefly  
23       touch on the scheduling order. We ask that -- we  
24       are asking that a deadline to be imposed upon  
25       ourselves so that we are treated the same way that

1 the company was treated.

2 They were required to file their testimony on  
3 September 3rd, approximately a week after they  
4 filed their agreement. We are asking -- we are  
5 actively preparing to file testimony in support of  
6 our agreement this week, this Wednesday, and we are  
7 just asking to be treated the same way, to have our  
8 agreement be given the equal consideration under  
9 the law and by this commission, and so that's what  
10 we are asking for.

11 We are trying to be as equitable and fair as  
12 we can here, while also preserving our rights, and  
13 that's -- those are the main reasons that I would  
14 list, and I would let -- open the floor, if I may,  
15 to the others.

16 CHAIRMAN LA ROSA: Sure.

17 Mr. Marshall.

18 MR. MARSHALL: Thank you, Mr. Chairman. I  
19 would echo all those remarks and add that  
20 everything FPL said about the agreement that we  
21 filed on August 26th can be said about theirs,  
22 with -- and sometimes even more so regarding  
23 theirs, except one thing that FPL is on their  
24 agreement and is, obviously, not on our agreement.

25 And they say that they are the petitioner in

1       this case and, therefore, have to be on the  
2       agreement, but there is nothing that requires a  
3       base rate case to be started and petitioned for by  
4       the utility. Under Florida law, if they are  
5       overearning, underearning, the Commission can bring  
6       them in. There is nothing about a base rate case  
7       that requires a utility to be the one to initiate  
8       it by filing a petition with this commission.

9             It would seem strange if that would be the one  
10       thing that would make them an indispensable party  
11       to that agreement. If we were the ones that  
12       started a petition for a base rate case, it would  
13       be strange that we would be the one indispensable  
14       party to any settlement that was proposed to the  
15       Commission.

16            And as Ms. Wessling said, under Florida law,  
17       for a regulated investor-owned utility, their  
18       consent is not required for the rates that they are  
19       allowed to charge their customers. That's the  
20       Commission's job, is to determine the rates that  
21       they are allowed to charge their customers.

22            If you look at the agreement we filed, you can  
23       see that there are actual genuine compromises and  
24       completing positions that were made on almost all  
25       of the issues that are applicable in this case. If

1       we were just settling amongst ourselves, we would  
2       have adopted our litigation position, which would  
3       have been no rate increase at all, and that is not  
4       what we filed in our proposed settlement.

5           You know, something that I would just like to  
6       point out about settlements generally, is that  
7       under Florida Rule of Civil Procedure 1.442, any  
8       party can propose a settlement with other parties.  
9       There is no one required party. And so based on  
10      the fact that our agreement has genuine  
11      compromises, and we believe is in the public  
12      interest and promotes fair, just and reasonable  
13      rates, and we want to put on the evidence to do  
14      that, and are open to discovery from the other  
15      parties on those issues, we think it should be  
16      considered by the Commission on the same basis that  
17      FPL's settlement agreement is considered by the  
18      Commission.

19           CHAIRMAN LA ROSA: Thank you.

20           Mr. Wright.

21           MR. WRIGHT: Thank you, Mr. Chairman. Very  
22      briefly.

23           First, regarding FPL's assertion that as the  
24      petitioner, they have to be on the settlement. As  
25      the petitioner, they can terminate this case. They

1        didn't have to file it. They can terminate it, but  
2        that's what they have got. You have the authority  
3        to consider their settlement. You have the  
4        authority, the jurisdiction to consider the  
5        non-signatory settlement, to use your term, thanks.  
6        And you, the Florida Public Service Commission,  
7        have the authority, the jurisdiction, the mandate,  
8        to set FPL's fair, just and reasonable rates based  
9        on consideration of all the statutory factors.

10            A couple of quick other points. The Public  
11        Counsel -- Ms. Moncada has talked about what we  
12        call Citizens who are on the 2014 opinion deciding  
13        the 2012 appeal of the FPL rate case then. The  
14        Public Counsel specifically has the statutory  
15        authority to urge any position which he or she  
16        deems to be in the public interest, whether  
17        consistent or inconsistent with positions  
18        previously adopted by the Commission.

19            We, the non-signatories here, have multiple  
20        good faith arguments that, and very specifically a  
21        powerful and good faith argument that a settlement  
22        must include the vast majority of FPL's customers.  
23        That happened to be true because, in 2016 and 2021,  
24        because the Public Counsel was a party to both of  
25        those settlements.

1           The Public Counsel is not a party here. We  
2           believe that if there is a powerful, good faith  
3           argument to be made to you, and, if necessary, to  
4           the Florida Supreme Court, that consistent with  
5           your precedence, it's a diverse -- that settlements  
6           are based on a diverse range of customers  
7           represented, you must consider the interest of the  
8           residential customers.

9           Thank you.

10          CHAIRMAN LA ROSA: Thank you.

11          Let me now go to FPL, and in a similar  
12          fashion, if any of the other parties would like to  
13          follow them, I will recognize you.

14          MR. BURNETT: Thank you, Mr. Chairman.

15          Notably, we heard a lot of argument down on  
16          the other side of the table, I think maybe even  
17          some lawyer testimony, but we certainly didn't hear  
18          any law, and we certain -- other than a criminal, I  
19          think, citation, we certainly did not hear any  
20          logic. And I think what Mr. Wright said in two  
21          things that he just said really hence make my  
22          point.

23          That's right, we are the utility who can  
24          terminate this case. We can terminate this  
25          settlement and resort back to our as-filed case.

1       We can file. No one else can. And 366.06 is  
2       abundantly clear. It says that rates may be  
3       requested, demanded, charged and collected by a  
4       public utility. End of story right there.

5               We are the only person that gets to say we get  
6       to ask for this. And we are the only person can  
7       that can compromise our statutory right to modify  
8       our as-filed case, or to terminate the case all  
9       together, or to enter into settlements.

10              There is -- it defies the whole regulatory  
11       paradigm to suggest that the utility can just be  
12       left out. And I think I even heard Mr. Marshall  
13       suggest that someone could file a rate case on our  
14       behalf asking to increase our rates. It's silly.  
15       The argument is simply silly, and it defies the  
16       plain language of 366.06.

17              Another thing that Mr. Wright said, he read  
18       you something that said OPC may offer positions,  
19       and that's exactly right. OPC can offer positions.  
20       They can't settle FPL's rate case, and that's  
21       exactly what OPC should do.

22              They have asked for time here -- additional  
23       dates on which to file additional testimony. No,  
24       they get positions. They already had the  
25       opportunity in your original schedule to file



1 settlement testimony if they wished to oppose it.  
2 They could take the so-called agreement that they  
3 filed and append it to their settlement testimony.  
4 They can break it up and put it in witnesses. They  
5 can cross on it. They can brief on it, and they  
6 should do all of that. But those are positions.  
7 And Mr. Wright said it exactly right, those are  
8 positions. It's not a settlement. It's a position  
9 paper that these three have come together and  
10 compromised on various positions.

11 And if you really dissect it, you will go down  
12 and so, right, it's ROE, what they think the ROE  
13 should be. We think what we have in our settlement  
14 what ROE should be. That's why they get to file  
15 settlement testimony, is to say, we don't think  
16 these that's right, and they get to explain why  
17 that's right, but they don't do that by another  
18 settlement.

19 Also, the Florida Supreme Court in the  
20 AmeriSteel case has been very clear, that a  
21 settlement in this regulatory realm, not in a  
22 criminal case, not in a civil case, is in this  
23 realm, is an agreement between contending parties.

24 Contending is a word derived, of course, of  
25 contention, right. We are -- we have to be --

1           there is a V in this case, and we have to be on the  
2           other side of it, right. There is no way that,  
3           again, there could be contention among parties who  
4           are aligned, even if their positions may not agree  
5           completely.

6           We filed the as-filed case. Everyone at this  
7           table at some point contended that, right. And we  
8           have gotten together with the folks who actually  
9           contended it and came and compromised with us. So  
10          that's all that could logically mean from the  
11          AmeriSteel case as well.

12          And then the burden of proof is another thing  
13          that the Florida Supreme Court has been very clear  
14          on in the Florida Waterworks case. The utility  
15          always carries that burden of proof. It's always  
16          going to be ours.

17          And when we get into a suggestion that there  
18          should be direct testimony and then the utility  
19          replying to it, and then perhaps rebuttal after  
20          that of someone who has not filed a petition, has  
21          no legal ability to file a petition, it blurs the  
22          line of who actually has the burden of proof in  
23          this case, right. It's us. It always will be us,  
24          FPL. And that is another hazard for the Commission  
25          entertaining testimony, which purports to shift the

1       burden of proof, rather than just letting these  
2       folks file their positions in their testimony that  
3       they have a right to do right now.

4               And I think that's it, Mr. Chairman. Thank  
5       you. Obviously, we rely on what we have put in  
6       writing as well, and we incorporate that here.

7               CHAIRMAN LA ROSA: Of course.

8               FIPUG.

9               MR. MOYLE: Just a couple of points.

10              There has been citations to the policy of  
11      supporting settlement agreements as a way to  
12      resolve things, and there is a pretty well  
13      developed body of law that exists with the Florida  
14      Supreme Court looking at settlement agreements  
15      coming from this body, and acting on them and  
16      ruling on them. Three of them, they have all been  
17      affirmed.

18              Back in the law school days, which was many,  
19      many years ago, in introduction to contracts, you  
20      have two parties typically. You can have more  
21      parties, multi-parties, but their interests are not  
22      aligned. Somebody wants to buy a car, somebody  
23      else also wants to sell it. They have a dispute,  
24      you know, this doesn't have any characteristics of  
25      that. It's aligned parties putting forward a

1           quote/unquote settlement agreement.

2           Going forward in terms of thinking how would  
3           this affect operations of the Commission in rate  
4           cases, if you say, sure, non-parties can put  
5           forward these settlement agreements, you know, we  
6           have 13, 14 parties here, you could have Walmart  
7           and the data center companies putting forward a  
8           settlement agreement. The Retail Federation and  
9           FIPUG could put forward a settlement agreement. It  
10          would be a very awkward way to handle resolution  
11          when we have a clear track record of a way to do  
12          it, that's fair, that gives everyone their due  
13          process rights. I think we should stick with that  
14          approach.

15                 CHAIRMAN LA ROSA: Any other party?

16                 Florida Retail.

17                 MR. BREW: Thank you, Mr. Chairman. I will  
18          try to be not too repetitive.

19                 We have kind of heard three basic things. The  
20          first that Mr. Wright addressed and Mr. Moyle  
21          commented on, which I agree with, which is the  
22          Commission does, indeed, have the jurisdiction to  
23          consider a proposed settlement by any party. And  
24          that's certainly correct as to the law, but it kind  
25          of misses the point here.

1           Second, Mr. Wright had talked about the need  
2           to focus on residential customers. And I would  
3           note that under the proposed settlement agreement,  
4           residential customers receive the lowest percentage  
5           increase of any customer class.

6           The real issue here is in order to do a  
7           settlement -- Mr. Moyle was getting to this -- you  
8           have to be willing to jump into the deep end of the  
9           pool. You have to listen to somebody ask for  
10          something that you have real reservations about.  
11          You have to put forth a demand of yours that meets  
12          real resistance, and then you have to sit down and  
13          discuss and listen to each other and find out ways  
14          to compromise. It's only when you are actually  
15          contending on issues that you reach a settlement.

16          As Mr. Moyle said, he and I could do a  
17          settlement on complex issues over half a sandwich  
18          if our answers are aligned. So what you had seen  
19          in the proposed stipulation by the stipulating  
20          parties was a real butting of heads in an effort to  
21          come to an overall resolution. Because what the  
22          Commission does in every case, particularly one as  
23          complex as this, it is always in the deep end of  
24          the pool. You always have to balance what's the  
25          best way to address disputed issues. What's the

1 best balance to reach for all consumers? And that  
2 requires grappling with those areas of contention,  
3 which is what the parties had to do in the  
4 stipulation and the proposed settlement agreement.  
5 And that's what you have in front of you.

6 The non-signatories have an opportunity,  
7 because they have the ability to address the entire  
8 spectrum of issues, all 130 issues. They can come  
9 to you and say that we think a proper resolution of  
10 this case is better than the 9.1 percent increase  
11 for residential customers, and here's what we think  
12 you should do. You are going to hear that evidence  
13 from them to the extent that they can make that  
14 case. But to say it's a competing settlement when  
15 there wasn't real joinder, I think, is not a  
16 question of jurisdiction. It's a question of  
17 perspective.

18 Thank you.

19 CHAIRMAN LA ROSA: Anybody else?

20 Walmart.

21 MS. EATON: Sure. I would add to that what  
22 Jay was saying just now is that even the way the  
23 OEP is set up for this case shows the petitioner  
24 and then all the intervenors. The deadlines are  
25 separate. They have separate filing dates. That's

1           because you kind of procedurally recognize there is  
2           a petitioner and there is all these intervenors.  
3           So that's what's kind of setting up, even  
4           procedurally it's setting up that the parties that  
5           would be parties to a settlement agreement would be  
6           adverse to each other in that regard.

7           Thank you.

8           CHAIRMAN LA ROSA: Thank you.

9           Not seeing anybody on-line -- yes, Ms.  
10          Wessling.

11          MS. WESSLING: Thank you, Mr. Chair, if I  
12          could just briefly respond.

13                If the other signatories not including FPL are  
14          contending parties, then so are OPC, FEL and FAIR.  
15          So to the extent that the argument is that we were  
16          not contending parties, I repeat that we are not in  
17          agreement. We did not file our settlement  
18          agreement five minutes after they filed the August  
19          20th Settlement Agreement. It was about a week  
20          later. And I can tell you, there was a lot of work  
21          that went into that agreement, and there was a lot  
22          of negotiation, and there was a lot of compromise  
23          among the parties to the August 26th Settlement  
24          Agreement.

25                And again, I would refer the Court to the

1 chart on -- which is Exhibit A of our motion -- or  
2 our agreement. And you will see that we made very  
3 good faith efforts to compromise and agree to  
4 various terms that we could live with, that were  
5 actually in the public interest and benefited all  
6 of the stakeholders. And you can go line by line  
7 in this table and see exactly why our agreement not  
8 only should be considered by this commission, but  
9 why it results in fair, just, reasonable rates, and  
10 why our agreement is in the public interest.

11 Thank you.

12 MR. MARSHALL: Thank you, Mr. Chairman.

13 I do think looking at the contending parties  
14 is a good way to look at it, because look at what  
15 parties were contending with FPL in this rate case.  
16 Look at the prehearing order and go issue by issue  
17 and see what parties were taking positions that  
18 were adverse to FPL. Most of the signatories on  
19 most issues took no position. OPC, obviously, took  
20 positions adverse to FPL, and we took positions at  
21 odds with them and FPL throughout the prehearing  
22 order. Most of the signatories, the ones that did  
23 find a way to take a position, was just adopt OPC  
24 position, not even knowing necessarily what that  
25 position was. And so the idea that all of the



1           signatories are somehow adverse to FPL on all the  
2           issues in the case, that just doesn't ring true to  
3           how the case was conducted.

4           Look at how discovery, who was doing the bulk  
5           of the discovery? OPC and then I think we are  
6           number two of the parties in the case.

7           If you look at cross exhibits, again,  
8           preparing for the hearing because the settlement  
9           wasn't filed until the eve of hearing, and cross  
10          exhibits had to be filed well in advance, I think  
11          95 plus percent of the cross exhibits were filed by  
12          Office of Public Counsel and by us.

13          If you look at the testimony, they were often  
14          on niche issues. There were very few testimonies  
15          offered in the prefiled case from the signatories  
16          that went to the major issues in the case. Most,  
17          to the extent that they went to the amount of  
18          revenue, was usually on ROE, if it had any  
19          testimony at all.

20          And just briefly on responding to the  
21          residential customers, that they get the lowest  
22          percentage increase. According to every cost of  
23          service study that was filed by the signatories,  
24          they should be getting an even lower increase than  
25          what they are, because they are over parity. And

1       so while generally, most cus -- you know, the  
2       revenue reduction was, you know, 60 percent of the  
3       original for the rate increase in 2026, residential  
4       customers are at 70 percent. They are not even  
5       getting their proportionate share of the revenue  
6       rate -- the revenue reduction as reflected in the  
7       settlement. So that does mean that costs are  
8       shifting onto residential customers.

9               Thank you.

10              CHAIRMAN LA ROSA: Mr. Wright.

11              MR. WRIGHT: Very briefly, Mr. Chairman. I  
12       wanted to respond to a couple of points made by my  
13       friend, my good friend Mr. Burnett.

14              The point I was making with respect to the  
15       OPC's authority to support and urge positions  
16       consistent or inconsistent with prior Commission  
17       decisions was as to the legal opportunity to demand  
18       that residential customers be included, we believe  
19       this is consistent with your precedent. It's a  
20       legal position. It's not a factual position as to  
21       whether the ROE should be 9.2 or 10.8 or 11.5, or  
22       anything else. That was the point I was making.

23              Mr. Burnett is right about the burden -- is  
24       partly right about the burden of proof. However,  
25       in this context, the burden of proof shifts with

1       respect to pretty much every issue that the  
2       Commission is going to decide. They come in, they  
3       say, 11.9. Our side comes back and says, 9.2, 9.6,  
4       9.8, whatever we say, and the burden shifts, and  
5       ultimately the Commission has to weigh the evidence  
6       and decide. Both parties have a burden of proof.

7               Finally, the Commission always has the  
8       authority under Chapter 366 to initiate a rate case  
9       for any public utility. It's not just the public  
10      utility's right to come in and request. Yes, they  
11      have that right. You have the power, the  
12      jurisdiction to initiate rate cases, and I don't  
13      have the case in front of me, but I am pretty sure  
14      that in 1986, FIPUG initiated a rate case for  
15      Florida Power Corporation.

16             Thank you.

17             CHAIRMAN LA ROSA: FPL, any response?

18             All right. Obviously, I am going to take this  
19      all under advisement. There is certainly a lot to  
20      this, and I want to make sure that I can put out an  
21      order relatively quickly.

22             I think we can move on to the next item. Mr.  
23      Stiller, can we move to the motion to quash?

24             MR. STILLER: Yes, Mr. Chair. There are two  
25      motions directed to written discovery that are

1 pending and to which responses have been filed.  
2 The first is a motion to quash that was filed by  
3 FIPUG. The second is a motion for protective order  
4 or alternative motion to quash filed by FRF. They  
5 both similarly deal with discovery from FEL  
6 regarding membership lists.

7 Since FIPUG filed first, perhaps they should  
8 go first.

9 CHAIRMAN LA ROSA: Okay. Let's do that.  
10 Mr. Moyle, are you ready to discuss that?

11 MR. MOYLE: I am, Mr. Chair. Thank you.

12 As commented earlier, there are, I believe, a  
13 number of discovery matters before you that have  
14 similarities, including the FIPUG motion to quash,  
15 the Retail Federation motion for protective order,  
16 or alternatively, motion to quash, and then Sunday  
17 night, another motion was filed for protective  
18 order by all of the joint intervenors with respect  
19 to notices of deposition. I think there are a lot  
20 of overlap and commonalities in those arguments,  
21 and my opinion would be that entering an order on  
22 all of the discovery matters after you review it  
23 would make sense so there is not inconsistencies.

24 But with respect to the motion that FIPUG  
25 filed, FIPUG was served a set of interrogatories

1           that really got into questions, we believe, related  
2           to standing, and matters that had been addressed in  
3           direct testimony. That was served on the 25th of  
4           June.

5           Given the nature of the discovery, we had  
6           asked for that to be withdrawn. We were told that  
7           that needed to be considered with clients, but in  
8           the interim, while being considered with clients,  
9           that an extension would be granted until July 23rd.

10          There were no further communications with  
11          respect to that discovery until August 6th, which  
12          was two business days before the start of the  
13          scheduled contested hearing, and that was when I  
14          received a communication that asked, are you going  
15          to respond to the discovery? And we essentially  
16          responded back informally, and said, it's two days,  
17          we think you have waived it, et cetera.

18          So our argument is we think that that's been  
19          waived, number one.

20          Number two, we think that the issue really  
21          goes to standing and that is in your revised  
22          prehearing order, you made clear that the issues to  
23          be addressed moving forward with respect to the  
24          settlement had to be really put at issue by the  
25          settlement agreement itself.

1           Standing, we would argue, was not something  
2           that was put at issue by the settlement agreement.  
3           It was identified as an issue, I believe, in the  
4           first issue identification list that staff sent  
5           out, and had been their quite some time. So now,  
6           to come in at this late date and file a renote of  
7           serving this discovery we think is inappropriate  
8           for a number of reasons.

9           And as you will see when you review the motion  
10          for protective order filed last night, there are a  
11          whole host of other issues presented,  
12          attorney-client communications, work product  
13          communications, issues related to negotiations. So  
14          I think that the better course of action with  
15          respect to this motion is to act favorably on it.

16          And we will also, just for the record,  
17          incorporate the arguments that were set forth in  
18          the motion filed last night in response to notices  
19          of deposition issued Friday, late Friday afternoon,  
20          by the Office of Public Counsel, and I think it  
21          was, like, after six o'clock by LULAC and the other  
22          intervenors represented by Mr. Bradley -- Mr.  
23          Marshall, I am sorry, Bradley Marshall.

24          So with that, Mr. Chairman, we would ask  
25          respectively that the motion filed by FIPUG to

1           quash the written discovery be granted.

2           CHAIRMAN LA ROSA:   Mr. Marshall.

3           MR. MARSHALL:   Mr. Chairman, I assume you just  
4           want a response on this specific motion?

5           CHAIRMAN LA ROSA:   Yes.

6           MR. MARSHALL:   Okay.   Thank you.

7           First of all, yes, we gave an extension until  
8           July 23rd on the original set of discovery, but  
9           there -- when FIPUG -- FIPUG never answered when  
10          the due date came.  It's not incumbent upon us to  
11          immediately file a motion to compel.  Discovery  
12          doesn't expire in that way, and FIPUG cites nothing  
13          in Florida law that allows that kind of discovery  
14          that is timely filed to expire like that.

15          But second, and perhaps more importantly, the  
16          discovery also goes to the heart of whether FIPUG  
17          has the capacity to enter into a settlement  
18          agreement and bind my clients to the higher rates  
19          that FIPUG is agreeing to.  That is put squarely at  
20          issue by the settlement agreement in this  
21          proceeding.  FIPUG has signed it, and in so doing,  
22          is attempting to bind my clients to the rates that  
23          FIPUG has agreed to.

24          FIPUG's capacity and ability to enter into  
25          that contract and have that enforced is an issue

1           that is necessarily attended to the settlement  
2           agreement as a result. I think we lay it out  
3           better, and I don't want to reiterate all the  
4           arguments we make in our response, but just to  
5           highlight it, is that it is put at issue by FIPUG  
6           signing the settlement agreement. I would agree  
7           that if FIPUG had not signed the settlement  
8           agreement, then their capacity to enter into a  
9           settlement agreement might not be newly at issue,  
10          and, thus, subject to the revised order  
11          establishing procedure.

12                 CHAIRMAN LA ROSA: Understood. Thank you.

13                 So I'm --

14                 MR. MOYLE: Just a brief response.

15                 CHAIRMAN LA ROSA: Mr. Moyle.

16                 MR. MOYLE: In terms of all the issues we have  
17                 identified, you asked everybody for their issues.  
18                 This issue about capacity to enter into a  
19                 settlement agreement I don't think was on any list,  
20                 you know, so it arguably is a new issue as well,  
21                 just make that point.

22                 CHAIRMAN LA ROSA: Okay. I want to focus on  
23                 the motion to quash at the moment. So let me go to  
24                 Florida Retail, then I am going to come back to  
25                 Mr. Marshall.



1           MR. BREW: Thank you, Mr. Chair. I will try  
2 not to be repetitive.

3           Our motion concerns discovery that was issued  
4 on August 29th, for which we responded on Friday,  
5 the 5th, and we received a response from Florida  
6 Rising this morning. But the basics are the  
7 questions asked by FEL go to Florida Retail  
8 Federation's basic standing in the case, and this  
9 is an issue that was presented when we filed our  
10 petition to intervene back at the end of March, and  
11 so discovery on that question is governed by the  
12 original order establishing procedure which cutoff  
13 discovery on those issues on July 23rd. Those  
14 questions are not remotely timely.

15           Secondly, the other questions go to a similar  
16 point as to Mr. Moyle's, in terms of the  
17 representational interest of the Retail Federation.  
18 Now, this is particularly ironic, because FRF has  
19 been appearing in PSC proceedings for retail  
20 customers for over 20 years, and Florida Rising  
21 knows that, because we have sat at the same table  
22 in other rate cases where there has never been any  
23 question about our standing or representational  
24 interest.

25           The question only came up when we joined as a

1           signatory and where they didn't, which suggests  
2           that there is no issue for the Commission to  
3           decide, because the value that the Retail  
4           Federation attaches to putting its signature on a  
5           settlement is not an issue for the Commission to  
6           decide. The issue for the Commission to decide is  
7           whether that settlement is in the public interest.  
8           Not how we valued it. Whether we thought it was  
9           great or margin no at best makes no difference.  
10          The question is how the Commission determines the  
11          value and the public interest of the proposed  
12          settlement.

13                 So our concern has been that, one, the  
14          requested discovery was grossly out of time, not  
15          within the specified scope of the discovery in the  
16          revised order, which confined discovery to the  
17          settlement agreement, and that's the basis upon  
18          which we move to quash.

19                 Thank you.

20                 CHAIRMAN LA ROSA: Mr. Marshall.

21                 MR. MARSHALL: Thank you, Mr. Chairman.

22                 First of all, this settlement goes to the  
23          interests that FRF is purporting to represent in  
24          this settlement agreement. It does not go to their  
25          standing.

1 Under the order granting intervention to FRF,  
2 and all of the intervening parties, it is each  
3 intervening party's burden to establish the  
4 requisite facts to establish that they have  
5 standing to participate in this proceeding. That  
6 is not our burden. It is not our burden to  
7 challenge FRF's standing. We have no burden in  
8 that regard.

9 The heart of the questions goes to the  
10 interests that the Florida Retail Federation  
11 purports to represent. One of the questions is doe  
12 they purport to represent general service  
13 customers? And the answer that we get is that  
14 that's not allowed, but yet we have representation  
15 in the motion to approve the signatory settlement  
16 that FRF signed, that the agreement they made,  
17 quote, serves the best interest of the customers  
18 they represent and the public interest in general.  
19 And that is a representation being made to this  
20 commission as a basis for the Commission's finding  
21 that this agreement is in the public interest.

22 And now this goes to the heart of that these  
23 groups want to be a black -- basically be a black  
24 box, that they can -- that this commission can rely  
25 on a diverse group of customers coming together and

1        signing this settlement with, FPL and that that  
2        should be one of the bases by which the Commission  
3        finds that it's in the public interest, but then we  
4        are getting a motion for protective order that we  
5        are not allowed to inquire as to what the interests  
6        being represented are.

7                It's a pretty basic question that goes to the  
8        heart of the representations that the signatories  
9        are making to this commission. And if that isn't  
10       an issue as part of the settlement agreement, I  
11       don't know what issue there is.

12               And we have also testimony from FPL regarding  
13       why it's in the public interest regarding the  
14       diverse coalition of signatories that have signed  
15       the settlement agreement. If that isn't relevant,  
16       that testimony should be withdrawn.

17               So that is why we believe that this is  
18       entirely relevant testimony because of the  
19       settlement agreement, and it didn't become relevant  
20       for the Commission until there was a settlement  
21       agreement.

22               There was no issue regarding the interests of  
23       the parties opposing FPL in the original as-filed  
24       case. It's FPL's case, and you have 130 issues,  
25       there is an issue regarding standing, but it has

1           nothing to do about with the interests opposed to  
2           FPL's as-filed petition. That was not an issue for  
3           the Commission to consider.

4           As the Commission has continued to reaffirm in  
5           its findings of public interest from settlements,  
6           the interests being represented by the signatory  
7           parties is a key consideration that the Commission  
8           makes in its public interest determination finding.  
9           And now we are being told that there needs to be a  
10          motion for protective order that even -- when there  
11          is even an inquiry into what interests are being  
12          purported to be represented, and that is why the  
13          motion for protective order should be denied.

14          CHAIRMAN LA ROSA: Mr. Brew.

15          MR. BREW: Yeah, I just feel compelled to  
16          respond to one point.

17          FRF's signature on the settlement agreement  
18          was not a statement that we considered it best for  
19          the customers that we represent. It's a judgment  
20          that we consider is the best resolution of the case  
21          as a whole.

22          That gets back to my original point, that it's  
23          the value that a particular party attaches to  
24          putting its signature on a settlement agreement  
25          that is duly authorized by his client is not an

1           issue for the Commission to decide, because the  
2           Commission is deciding the ultimate questions of  
3           whether the rates proposed will be just and  
4           reasonable and in the public interest.

5           CHAIRMAN LA ROSA:   Great.   Thank you.  
6           Mr. Marshall.

7           MR. MARSHALL:   Just briefly.

8           My only response would be are they planning to  
9           amend the motion for the approval of the settlement  
10          agreement to remove those statements that FRF  
11          signed?  And is FPL planning to withdraw its  
12          testimony on those grounds that relate to that?

13          CHAIRMAN LA ROSA:   Mr. Brew?

14          MR. BREW:   FRF hasn't proposed testimony in  
15          the settlement agreement.  FRF has sponsored direct  
16          testimony by its witness that was filed on June  
17          9th.

18          CHAIRMAN LA ROSA:   Okay.  I am going to take  
19          both motions under advisement, so thank you.  Thank  
20          you both.

21          Let me go to go back to staff.  Mr. Stiller,  
22          do we need to talk about -- or maybe do you need to  
23          give a brief description of the motion for  
24          protective order?

25          MR. STILLER:   Yes, Mr. Chair.

1           As you heard, last night, a motion for  
2           protective order was served on the parties. It was  
3           placed in the docket file this morning. Staff  
4           believes that other parties should be allowed time  
5           to file a written response before a ruling is made.  
6           Staff suggests that you consider shortening the  
7           response time from the seven days set forth in the  
8           uniform rules to a shorter period that will allow  
9           you to make a decision prior to Thursday, which is  
10          when the first deposition that is subject to that  
11          motion is scheduled to occur.

12           CHAIRMAN LA ROSA: Okay. I recognize the  
13          position that we are in as far as the second phase  
14          of this hearing process.

15           I would like to ask OPC and FEL, is it  
16          possible to be filed by lunchtime tomorrow?

17           MS. WESSLING: Yes, Your Honor. We will do  
18          whatever it takes to make sure that we can expedite  
19          this process and work with all the parties to get  
20          the right answer here. So whatever deadline you  
21          want to impose, if that's lunch tomorrow, then we  
22          will get a written response. And we appreciate the  
23          consideration, given that this was filed 14 hours  
24          before this hearing, that we have the chance to  
25          respond in writing, but we are also happy to

1 comment on it today as well.

2 CHAIRMAN LA ROSA: And I apologize, because I  
3 am also looking at a calendar literally as we are  
4 speaking. Tomorrow is the 9th, you said Thursday,  
5 Mr. Stiller, right, correct, for depositions?

6 MR. STILLER: I believe the first deposition  
7 that's subject to the motion is set for Thursday  
8 afternoon.

9 MS. WESSLING: 8:00 a.m. Thursday is the first  
10 corporate --

11 MR. STILLER: I am sorry, 8:00 a.m.

12 MS. WESSLING: -- representative deposition.

13 CHAIRMAN LA ROSA: Can we do close of business  
14 tomorrow?

15 MS. WESSLING: That would be great. Thank  
16 you.

17 MR. MARSHALL: On behalf of our clients, yes,  
18 close of business tomorrow for a written response  
19 would be great. Thank you.

20 CHAIRMAN LA ROSA: Okay. All right. I am  
21 going to go back to staff, then.

22 Let's -- can we move to the hearing process,  
23 or is there any other motions that need to be  
24 discussed?

25 MR. STILLER: I believe those are all the



1 motions that have been filed in the last few days  
2 and the ones to which the responses have been  
3 filed, Mr. Chair, so I think you can move to the  
4 hearing procedures.

5 CHAIRMAN LA ROSA: Okay.

6 MR. STILLER: And there are essentially two  
7 matters for the Commission to consider at the  
8 hearing that commences on October 6th.

9 First is what I will refer to as the as-filed  
10 petition, or the as-filed case. The as-filed  
11 petitioner case refers to the rate request set  
12 forth in the petition FPL filed on February 28th,  
13 2025, which was supported by prefiled testimony and  
14 two sets of MFRs.

15 The second matter is the settlement petition,  
16 or the settlement case. The settlement petitioner  
17 case refers to the August 2025 Stipulation and  
18 Settlement filed by the signatories.

19 For purposes of this procedural discussion,  
20 staff believes that the matters raised in the  
21 settlement filed by the non-signatories on August  
22 26th, 2025, can be considered as an alternate  
23 proposal to the signatories' proposed -- to the  
24 signatories' proposal, and, again, for purposes of  
25 this procedure need not be discussed separately.

1 FPL filed a letter in the docket on September  
2 4, 2025, which states it is provided in an effort  
3 to streamline this procedural discussion. Staff  
4 suggests that you first hear from FPL and the  
5 signatories about this proposed procedure, and then  
6 hear responses from the non-signatories.

7 CHAIRMAN LA ROSA: Great. Let's do exactly  
8 that.

9 Ms. Moncada, if you would go ahead and maybe  
10 start us off.

11 MS. MONCADA: Thank you, Mr. Chairman.

12 FPL submitted in its letter, and it stands on  
13 that position today, that for the -- during the  
14 two-week hearing that is scheduled to commence on  
15 October 6th, the Commission should hear first the  
16 original February 28th petition, and have all of  
17 the witnesses for FPL, as well as all of the  
18 intervenors, provide their testimony.

19 Of course, anyone who the parties do not have  
20 questions for and the Commission does not have  
21 questions for, we would support admitting their  
22 testimony into the record without having the  
23 witness appear live.

24 And once all of those witnesses, direct,  
25 intervenor and rebuttal have taken the stand and

1           completed their testimony, the record on the  
2           February 28th petition would be complete, and we  
3           would then ask that the Commission allow the  
4           presentation of the settlement portion of the  
5           hearing, which would be also our direct testimony,  
6           the intervenors, I assume, are going to be filing  
7           testimony in opposition, and then if it becomes a  
8           scenario in which we file rebuttal testimony, that  
9           would be presented as well.

10           So to summarize it, we would start with the  
11           February 28th petition and all of the witnesses  
12           that file testimony on that part of the case, and  
13           then followed by a presentation of the settlement  
14           testimony.

15           CHAIRMAN LA ROSA:   Okay.   Let's go to OPC.

16           MR. MOYLE:   Mr. Chair, just briefly.   I just  
17           want the record to reflect I think that we are all  
18           on the same page with respect to that issue, all of  
19           the --

20           CHAIRMAN LA ROSA:   All of the signatories are  
21           on the same page, as I am looking down and not  
22           seeing anyone else jump in on-line.

23           OPC, do you have a thought or suggestion?

24           MS. WESSLING:   We spoke briefly before the  
25           hearing began, and I believe that what Ms. Moncada

1           just laid out is consistent with the way the  
2           Commission has handled this situation previously,  
3           so that sounds consistent with an appropriate way  
4           to handle this, as long -- again, I will just  
5           reiterate, we just want to make sure that we have a  
6           full opportunity to fully explore all of the  
7           elements of the petition and cross-examine all of  
8           the witnesses on that, and have our witnesses also  
9           be able to present their testimony. But the short  
10          answer is, yes, I believe that is -- that sounds  
11          appropriate.

12                 CHAIRMAN LA ROSA: Does any other party have  
13           any other thoughts? It sounds like was an easier  
14           portion of this prehearing. Maybe I was expecting  
15           more, but okay.

16                 Then let's go ahead, can we move to  
17           post-hearing procedures?

18                 MR. STILLER: Yes.

19                 No issues are currently stipulated, and staff  
20           anticipates at this point that the parties will  
21           brief all issues.

22                 If the Commission is to vote on the settlement  
23           petition first before considering the as-filed  
24           petition, staff recommends that the parties'  
25           post-hearing briefs address the major elements of

1           the August 2025 Stipulation and Settlement  
2           Agreement, and the ultimate questions of whether  
3           the settlement results in rates that are fair, just  
4           and reasonable and is in the public interest.

5           These briefs shall address the major elements  
6           that have been identified and may cite to any  
7           portion of the record, including those specifically  
8           addressing the as-filed case.

9           The non-signatories may argue in favor of the  
10          terms set forth in their alternative proposal in  
11          this post-hearing brief.

12          Staff recommends that post-hearing briefs be  
13          no longer than 100 pages, including attachments.

14          If the Commission vote does not approve a full  
15          settlement of this entire proceeding, the parties  
16          should be allowed to submit a subsequent separate  
17          brief on the as-filed case using the previously  
18          identified 130 issues.

19          CHAIRMAN LA ROSA: Okay. Before I ask the  
20          parties if they are in agreement on the hearing  
21          procedure, I am still going to take it under  
22          advisement, because I do want to talk to my staff,  
23          but it seems like everyone was in agreement to, as  
24          far as procedure.

25          Ms. Wessling?

1 MS. WESSLING: I think I have more of a  
2 question for clarification so --

3 CHAIRMAN LA ROSA: From staff?

4 MS. WESSLING: Yes, if that's okay.

5 CHAIRMAN LA ROSA: Sure.

6 MS. WESSLING: So I think you said if the  
7 Commission approves -- or does not approve the  
8 settlement agreement, then the parties would have  
9 an opportunity to submit a brief on the 130  
10 original issues? When would we know? Would that  
11 be after the briefing on the settlement agreement,  
12 and then be given time to brief the original 130  
13 issues? What is the -- when would we know whether  
14 or not the settlement agreement is going to be  
15 accepted, and then when would we have the  
16 opportunity to brief if it were not approved?

17 MR. STILLER: The Commission would vote on the  
18 settlement agreement, and if that vote does not  
19 approve a settlement of the entire proceeding, then  
20 a subsequent briefing schedule would be  
21 established.

22 MS. WESSLING: Okay. So it sounds like, no  
23 matter what, the first issue -- the first round of  
24 briefing will be on the settlement agreement, and  
25 the -- ultimately, the issues that are deemed to be

1           appropriate to be included and will be the issues  
2           briefed initially, and then depending on whether or  
3           not the settlement agreement is approved, then we  
4           would be given a chance to brief all 130 issues, is  
5           that right?

6           MR. STILLER: That is staff's proposal,  
7           keeping in mind that when completing the first  
8           brief, the settlement brief, you are free to use  
9           the entire record, including anything that came out  
10          in cross of the 130 issues.

11          MS. WESSLING: And maybe this is a question  
12          that can be answered now, maybe it's one that's  
13          part of being under advisement, so just let me know  
14          if that's the case.

15          CHAIRMAN LA ROSA: Sure, go ahead.

16          MS. WESSLING: I am just wondering when we  
17          will know whether or not both agreements will be up  
18          for briefing. Will it be before the hearing  
19          starts, or will it be -- will they be heard  
20          together and briefed together? I am just  
21          wondering, you know, sort of logistically how that  
22          would happen. And if -- and, again, if that's  
23          something that needs to be kept under advisement --  
24          or considered under advisement, I understand. But  
25          I just think that, you know, given everything

1           that's been argued here today, without repeating  
2           it, that's a really important thing for us to know.

3           CHAIRMAN LA ROSA: Mr. Stiller, is that -- is  
4           it fair to -- something that we will elaborate  
5           further, or you feel like maybe we can talk about  
6           it some more?

7           MR. STILLER: I feel like that's one of the  
8           matters you have taken under advisement, is the  
9           argument on the settlement agreement. And given  
10          the concerns OPC has addressed about given some  
11          knowledge -- or being put on some sort of notice  
12          prior to the hearing, I believe that -- I mean, you  
13          do have the ability to address that in any order  
14          you would issue.

15          CHAIRMAN LA ROSA: Okay. Then we will do  
16          that.

17          Yes, sir.

18          MR. MARSHALL: This is just a general inquiry  
19          regarding the issues that will be in that first  
20          settlement brief. There were, as identified in the  
21          prehearing order, several foundational legal issues  
22          that carry over into the settlements. Would those  
23          be addressed in the settlement brief? I mean, they  
24          foundationally still would be legal issues in those  
25          elements that are in the settlement that were in



1           the original as-filed case.

2           MR. STILLER: Other than standing, and perhaps  
3           one other, I think several of them were addressed  
4           by the Supreme Court decision in the settlement.  
5           So I would suggest that we confer about those, and  
6           if there is remaining disagreement, we can get it  
7           back before the Prehearing Officer, but I do -- I  
8           understand your point, and standing is a good  
9           example of one that seems to be carrying forward.

10          CHAIRMAN LA ROSA: Okay. I think the question  
11          that was before us was the briefs, post-hearing  
12          briefs to be no longer than 100 pages. Was there  
13          any concern or questions or thoughts on that?

14          MS. WESSLING: So that relates to the first --  
15          the first brief. So as it relates to that, this  
16          time, I think that sounds -- one moment.

17          Mr. Chair, at this time, 100 sounds like it  
18          could be realistic, but we just also hesitate,  
19          because we need to see how the hearing goes and  
20          whatnot. So for now, if we could agree with 100,  
21          but also maintain the right, depending on how the  
22          hearing goes and what, you know, what comes up to  
23          ask for a reasonable amount beyond the 100 pages.

24          CHAIRMAN LA ROSA: Yeah, I think that's -- I  
25          think that's fair.

1 MS. WESSLING: Okay. Thank you.

2 CHAIRMAN LA ROSA: Okay. Are there any other  
3 matters that need to be discussed here at the  
4 prehearing conference?

5 MR. STILLER: There is a short list of some  
6 housekeeping matters that I mentioned to the  
7 parties at the informal, but they are worth  
8 repeating.

9 Regarding the Comprehensive Exhibit List, the  
10 exhibits and their numbering for the as-filed case  
11 are set. So we are going to use those exhibit  
12 numbers and pagination. Chastity and Danielle have  
13 created a separate section on the CEL, where we are  
14 going to list -- they are going to list the  
15 settlement exhibits separately.

16 Due to certain limitations with Case Center,  
17 we will not be able to upload any documents after  
18 October 2nd. So if there are -- if there is cross  
19 that -- documents for cross on rebuttal, we are  
20 going to have to do paper, so just be aware of that  
21 for confidential and nonconfidential.

22 Any documents you submit on September 29th,  
23 2025, as part of the provision of exhibits must be  
24 500 pages or less to keep Case Center happy. So by  
25 way of example if you have a 2,000-page PDF, please

1 break it into four separate 500-page parts.

2 And these two are -- seem minor, but they are  
3 very, very important. Once exhibits are submitted  
4 and placed in Case Center, we cannot remove them or  
5 change the pagination. So before you do your  
6 September 29th submission, please double and triple  
7 check your submissions.

8 And finally, Excel charts must be saved in  
9 Excel workbook format. I don't know what that  
10 means, but I have been told it's very important.

11 And that's all we have, Mr. Chair.

12 CHAIRMAN LA ROSA: Okay. Excellent. Thank  
13 you for those items. They are important.

14 Counsel, are there any other matters that need  
15 to be addressed during the prehearing?

16 MR. MOYLE: I have one, Mr. Chair.

17 CHAIRMAN LA ROSA: Go ahead, Mr. Moyle.

18 MR. MOYLE: I believe the parties have been  
19 able to at least agree with respect to a scheduling  
20 of a number of witnesses. We did this in the TECO  
21 rate case, where we had all of the cost of service  
22 witnesses going at the same time, and -- with  
23 Mr. Marshall. He suggested we do that again in  
24 this case, and we confirmed over the weekend that  
25 that made sense. So we were hoping to go ahead and

1           get agreement that the cost of service witnesses  
2           for FEA, FIPUG, Retail and for LULAC's witnesses  
3           take place on Tuesday, the 14th, probably starting  
4           in the afternoon, which I believe FPL has a witness  
5           that can only appear that morning. So we've kind  
6           of agreed informally that if their witness went in  
7           the morning, or whenever their witness finished  
8           after the morning, then we would be ready to go  
9           with the cost of services witnesses.

10           It would facilitate travel if we could, you  
11           know, get that -- a thumb -- a nod or a thumbs-up  
12           on that, just because we have, you know, four or  
13           five witnesses coming to address cost of service.

14           CHAIRMAN LA ROSA: Does anyone have any issues  
15           with that, the parties that were mentioned? So  
16           that's Tuesday the 14th for cost of service  
17           witnesses.

18           MR. WRIGHT: Mr. Chairman, briefly. I have no  
19           issue with that at all. As you have heard me say  
20           multiple times, we practice all of this stuff very  
21           collegially and we will work it out.

22           I have a witness who will be testifying  
23           regarding the settlement. He is only available on  
24           the 13th and 14th, so I will just put everybody on  
25           notice that we would be asking for him to testify

1           on the 13th.

2           Thank you.

3           CHAIRMAN LA ROSA:   Okay.   Ms. Wessling?

4           MS. WESSLING:   If I could just add one more  
5           point.   I don't have any objection to what was  
6           articulated about the cost of service witnesses.  
7           However, I would just ask that some consideration  
8           be given regarding OPC's seven witnesses, because  
9           there will be the seven witnesses for the rate case  
10          itself, and then there may or may not be overlap  
11          between witnesses who also will be providing  
12          testimony regarding the settlement agreement.

13          And so if there is a way, that I would just  
14          ask that other parties work with us regarding  
15          scheduling and potentially -- just one idea I had  
16          is maybe having the OPC witnesses all come on the  
17          13th, and then be able to testify then, and then  
18          that way, whenever the settlement agreement takes  
19          up, it would minimize the amount of time that any  
20          overlap witnesses would have to remain in  
21          Tallahassee and be able to testify in the  
22          settlement agreement portion, or perhaps the 14th.  
23          Just some sort of date certain would be really  
24          helpful to maximize the taxpayer dollars that are  
25          being utilized in this case for OPC's testimony.

1           CHAIRMAN LA ROSA: Okay. All right. I will  
2           give you -- I am going to speak a little bit more  
3           on that in a second.

4           Anybody else -- any other witnesses?

5           MR. MAY: Mr. Chairman, we have four witnesses  
6           for the FEIA, and we were looking at Monday and  
7           Tuesday and maybe Wednesday morning trying to focus  
8           some times during that two-and-a-half-day period.

9           CHAIRMAN LA ROSA: When you say Monday,  
10          Tuesday, you mean the Thursday -- I mean, the 13th,  
11          14th and 15th?

12          MR. MAY: Yes, sir.

13          CHAIRMAN LA ROSA: Okay. Let me go to my  
14          staff. And I know we -- I don't know -- I don't  
15          remember where we left off from the last -- or  
16          exactly where we were settled on the last agreement  
17          as far as the way scheduling is. We are still in a  
18          two-week timeframe, not that I have to give an  
19          answer today, or don't plan to give an answer  
20          today. What was said in that scheduling, does that  
21          create any major conflicts, or does that deviate  
22          from what we had agreed to in the previous hearing  
23          schedule?

24          MR. STILLER: It has not. I just think it  
25          will make for a very long Monday and Tuesday with

1 all these witnesses, but we can get it done.

2 CHAIRMAN LA ROSA: Okay. So -- yes.

3 MS. EATON: Sure. Walmart has two witnesses,  
4 and they are available on the 10th, which is the  
5 end of the first week. I have spoken with FPL, and  
6 they said, to the extent necessary, they would be  
7 willing to interrupt that -- their part of the case  
8 so that we can get our witnesses on.

9 They were also available on the 16th and 17th,  
10 which is the very last two days of the hearing, but  
11 to the extent that was really the settlement part  
12 of the case, it makes more sense to try to get them  
13 on the 10th. So if everybody was amenable to that,  
14 it may be potentially having them out of order, we  
15 would appreciate that.

16 Thank you.

17 CHAIRMAN LA ROSA: Okay.

18 CAPTAIN RIVERA: Commissioner, this is Captain  
19 Rivera from FEA.

20 CHAIRMAN LA ROSA: Yes.

21 CAPTAIN RIVERA: We have a witness, Mr. Chris  
22 Walters, who is only really available abutting a  
23 weekend, so the 10th of October or the 13th of  
24 October?

25 CHAIRMAN LA ROSA: And I am sorry, he is or is

1 not available those days?

2 CAPTAIN RIVERA: He is only available.

3 CHAIRMAN LA ROSA: Only available. Okay.

4 Okay. All right. Well -- yeah, go ahead.

5 CAPTAIN RIVERA: No, I am just asking for him  
6 to be allowed to testify on either one of those  
7 days.

8 CHAIRMAN LA ROSA: Okay. So this is what I am  
9 going to ask, that if everybody could put that in  
10 writing or in an email form, so that we make sure  
11 that nothing is missed. Of course, I wrote all  
12 that down. I know staff has recorded -- has  
13 written that down and, of course, we have got this  
14 recorded, but if that can be sent to us, and then  
15 we can try to work to schedule and accommodate  
16 accordingly.

17 I certainly want to have an efficient but yet  
18 an effective hearing and, you know, I know there is  
19 a lot of moving parts, so we will certainly work  
20 with everything that we can, and I appreciate  
21 everybody, you know, checking with their witnesses  
22 and understanding what their constraints are.

23 So anything else related to witness  
24 scheduling? Okay.

25 MS. MONCADA: Mr. Chairman --



1 CHAIRMAN LA ROSA: Yes.

2 MS. MONCADA: -- I just wanted to point out  
3 that I think EVgo's hand is raised. Sorry.

4 CHAIRMAN LA ROSA: Yes. Mr. Moskowitz.

5 MR. MOSKOWITZ: All right. Thank you,  
6 Mr. Chair.

7 CHAIRMAN LA ROSA: Sure.

8 MR. MOSKOWITZ: I -- my understanding was  
9 there is currently still pending a motion regarding  
10 the testimony of our witnesses, given that we have  
11 provided proposed stipulations to FEL. I don't  
12 believe that has been ruled on. I am happy to talk  
13 to staff if the Commission has any questions for  
14 those witnesses relating to their testimony for the  
15 original case, but my understanding was that there  
16 is still no parties that plan to have questions if  
17 that motion is accepted, and I just wanted to  
18 confirm that before I have those conversations with  
19 your staff.

20 CHAIRMAN LA ROSA: Well, I will work with my  
21 staff in getting the motion out, is that fair?  
22 Yes. And then we will get an answer to that.

23 MR. MOSKOWITZ: Thank you so much.

24 CHAIRMAN LA ROSA: Yes, sir. Sure. No  
25 problem. Yes, sir.

1           MR. MONTEJO: I just want to follow on.

2           Electrify America also has a similar motion, and I  
3           believe there is no additional questions for our  
4           witness either.

5           CHAIRMAN LA ROSA: Okay. Excellent. Noted.  
6           thank you.

7           MR. MONTEJO: Thank you.

8           CHAIRMAN LA ROSA: All right. Well, is there,  
9           outside of scheduling, anything else that needs to  
10          be addressed?

11          All right. Well, again, before we adjourn, I  
12          would just like to thank everyone and the parties,  
13          and I appreciate everyone's patience as we work  
14          together and get everything put together through  
15          this prehearing process.

16          I would also like to thank the folks in our  
17          technology department. I know that we have got  
18          some folks working remotely, so a little bit of a  
19          unique challenge for us, but it looks like this  
20          went pretty well with everyone that's been  
21          involved. So, again, thank you guys for doing  
22          everything that you do, and you are kind of the  
23          glue behind the scenes.

24          If there is no further business before us, I  
25          can then go ahead and call this prehearing

1           adjourned. Thank you all.

2                   (Proceedings concluded.)

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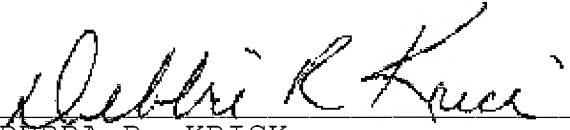
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