

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for rate increase by Florida
Power & Light Company.

DOCKET NO. 20250011-EI

FILED: September 30, 2025

**CITIZENS' MOTION TO COMPEL SPECIAL INTEREST
PARTIES' RESPONSE TO DISCOVERY**

The Citizens of the State of Florida, by and through the Florida Office of Public Counsel ("OPC" or "Citizens"), file this motion to compel production of documents and interrogatory answers of Special Interest Parties (SIPs),¹ regarding the non-unanimous settlement agreement of August 20, 2025. In support, the Citizens state as follows.

BACKGROUND

OPC's First Set of Discovery

On September 3, 2025, Citizens propounded its First Set of Interrogatories Nos. (1-3) on the SIPs.²

By September 10, 2025, the SIPs provided a mixture of responsive and (mostly) non-responsive answers to their respective interrogatory requests.

OPC's Second Set of Discovery

On August 27, 2025, Florida Public Service Commission Staff propounded the following Interrogatories to the SIPs:

- Staff's First Set of Interrogatories to Electrify America, LLC (Nos. 1-4)
- Staff's First Set of Interrogatories to EVgo Services, LLC (Nos. 1-4)

¹ Armstrong World Industries (AWI), Electrify America, EVgo, Federal Executive Agencies (FEA), Florida Energy Innovation Association (FEIA), Florida Industrial Power Users Group (FIPUG), Florida Retail Federation (FRF), Fuel Retailers, Southern Alliance for Clean Energy (SACE), and Walmart.

² The discovery was served timely and in time for receipt of answers prior to the close of the discovery. As such, the discovery deadline does not prohibit the compulsion of answers to discovery.

- Staff's First Set of Interrogatories to Armstrong World Industries, Inc. (Nos. 1-4)
- Staff's Third Set of Interrogatories to Federal Executive Agencies (Nos. 11-14)
- Staff's Second Set of Interrogatories to Florida Energy for Innovation Association (Nos. 10-13)
- Staff's Third Set of Interrogatories to Florida Industrial Power Users Group (Nos. 4-7)
- Staff's Second Set of Interrogatories to Florida Retail Federation (Nos. 2-5)
- Staff's First Set of Interrogatories to Americans for Affordable Clean Energy, Inc., Circle K Stores, Inc., RaceTrac, Inc., and Wawa, Inc. (Nos. 1-4)
- Staff's First Set of Interrogatories to the Southern Alliance for Clean Energy (Nos. 1-4)
- Staff's First Set of Interrogatories to Walmart, Inc. (Nos. 1-4)

On September 4, 2025, Florida Public Service Commission Staff propounded the following Interrogatories to the SIPs:

- Staff's Second Set of Interrogatories to Armstrong World Industries, Inc. (No. 5)
- Staff's Second Set of Interrogatories to Electrify America, LLC (No. 5)
- Staff's Second Set of Interrogatories to EVgo Services, LLC (No. 5)
- Staff's Fourth Set of Interrogatories to Federal Executive Agencies (No. 15)
- Staff's Third Set of Interrogatories to Florida Energy for Innovation Association (Nos. 14)
- Staff's Fourth Set of Interrogatories to Florida Industrial Power Users Group (No. 8)
- Staff's Third Set of Interrogatories to Florida Retail Federation (Nos. 6)
- Staff's Second Set of Interrogatories to Americans for Affordable Clean Energy, Inc., Circle K Stores, Inc., RaceTrac, Inc., and Wawa, Inc. (No. 5)
- Staff's Second Set of Interrogatories to the Southern Alliance for Clean Energy (No. 5)
- Staff's Second Set of Interrogatories to the Walmart, Inc. (No. 5)

By September 11, 2025, the SIPs provided responses to both of Commission Staff's sets of discovery. Because many of the responses to Commission Staff's discovery lacked the requisite information sought or were otherwise evasive, Citizens incorporated some of the interrogatories from Commission Staff and issued them under Citizens' Second Set of Interrogatories (Nos. 4-8).

Citizens' First Set of Interrogatories (Nos. 1-3) and Citizens' Second Set of Interrogatories (Nos. 4-8) are relevant to understand and test the validity of the terms in the SIPs' Settlement Agreement.³ Including if it meets the public interest standard, or the fair, just, and reasonable tests for such agreements (in the event it can even be considered valid). Without the requested SIPs' answers to discovery, OPC will not be able to fully execute its statutory role in the Florida Public Service Commission's rate setting process and will be denied due process.⁴

ARGUMENT

Pursuant to Rules 1.280 and 1.380, Florida Rules of Civil Procedure ("Fla. R. Civ. P."), OPC seeks to compel answers to Citizens' First Set of Interrogatories (Nos. 1-3) and Citizens' Second Set of Interrogatories (Nos. 4-8) because many of the answers were evasive, non-responsive, or otherwise received only objections. The SIPs' objections and non-responsive answers to OPC's interrogatory requests have failed to describe the nature of the documents, communications, or things not produced or disclosed with any specificity such that OPC could assess the applicability of the asserted privilege in contradiction to Rule 1.280(c). The following sections discuss the legal grounds for compelling responses to OPC's discovery requests.

³ In re: Petition by Florida Power and Light Company for Base Rate Increase, Document No. 08075-2025 (August 20, 2025), Docket No. 20250011-EI.

⁴ § 350.0611(1), Fla. Stat. (2025).

Privilege and Work Product

This section applies to:

- Electrify America's blanket objections to all interrogatories except for question 8(c). See Attachment B.
- EVgo's response to Citizens' First Set of Interrogatories Nos. (1-3), Interrogatory No. 3(a). See Attachment C.
- FEA's response to Citizens' First Set of Interrogatories Nos. (1-3), Interrogatory Nos. 2(b), (c), (e)-(h), and 3(a)-(b). See Attachment D.
- FEIA's response to Citizens' First Set of Interrogatories Nos. (1-3), Interrogatory Nos. 2(c), (e), (g)-(h), 3(a)-(b). See Attachment E.
- FIPUG's response to Citizens' First Set of Interrogatories Nos. (1-3), Interrogatory Nos. 1(d). See Attachment F.
- Fuel Retailers' response to Citizens' First Set of Interrogatories Nos. (1-3), Interrogatory Nos. 3(a)-(b). See Attachment H.
- SACE's response to Citizens' First Set of Interrogatories Nos. (1-3), Interrogatory Nos. 2(f). See Attachment I.
- Walmart's response to Citizens' First Set of Interrogatories Nos. (1-3), Interrogatory Nos. 2(e), (g)-(h), 3(a)-(c). See Attachment J.

The SIPs' objections based on attorney-client privilege and work product are asserted overly broadly and are not valid under case law discussed below.

Discovery facilitates the truth-finding process and must strike a balance between encouraging corporations to seek legal advice and preventing corporate attorneys from being used as shields to thwart discovery. *S. Bell Tel. & Tel. Co. v. Deason*, 632 So. 2d 1377, 1383 (Fla. 1994).

To minimize the threat of corporations cloaking information with attorney-client privilege to avoid discovery, the claims of privilege in the corporate context are subject to a heightened level of scrutiny. *Id.*

Privilege does not extend to the provision of business or other non-legal advice simply because a lawyer happens to be involved. *Pollock v. United States*, 202 F.2d 281 (5th Cir. 1953). If communications with a lawyer are not made in a legal capacity, no privilege attaches. Where a lawyer is engaged to advise a person as to business matters, as opposed to legal matters, or when a lawyer is acting simply as an agent to perform non-legal activity for a client, there is no privilege. *Skorman v. Hovnanian* *cf Fla.*, 382 So. 2d 1376, 1378 (Fla. Dist. Ct. App. 1980).

Similar to the attorney-client privilege, Rule 1.280(c)(4), Fla. R. Civ. P., governs the scope of work product protection related to discovery requests. This includes documents prepared in anticipation of litigation, on the parties their own initiative, and without counsel's direction. See, *Snyder v. Value Rent-A-Car*, 736 So. 2d 780 (Fla. Dist. Ct. App. 1999) ("There is no requirement in this rule that for something to be protected as work product, it must be an item ordered to be prepared by an attorney."). Rule 1.280(c)(4), Fla. R. Civ. P., permits the disclosure of work product if the party seeking discovery has need of the materials in the preparation of the case and is unable without undue hardship to obtain the equivalent of the materials by other means. The OPC, and presumably Commission Staff, would not have requested the information if there was an alternative.

OPC does not bear the burden to demonstrate that it is entitled to relevant discoverable information. OPC's discovery concerned the terms of a public document that claims to resolve a case still in controversy in an amount in excess of several billion dollars and which impacts twelve million Floridians.

The person or entity asserting the privilege bears the burden of establishing the existence of each element of the privilege. See, e.g., *Deason*, 632 So. 2d 1377, 1383 (Fla. 1994) ("The burden of establishing the attorney-client privilege rests on the party claiming it."). However, "[w]hen communications appear on their face to be privileged, . . . the party seeking disclosure bears the burden of proving that they are not." *First Union Nat'l Bank v. Turney*, 824 So. 2d 172, 183-84 (Fla. 1st DCA 2001). As none of the required detail was provided with the objections there is no proof that they are privileged on their face.

Further, the interrogatory questions and answers do not appear on their face to be privileged. The questions in Citizens' First Set of Discovery Nos. (1-3) specifically addressed the "whereas" clauses in the public settlement agreement document. Citizens' Second Set of Interrogatories, Interrogatory Nos. (4-8) were relative to the respective SIPs' understanding of the settlement itself, not of any negotiations. If the Prehearing Officer ("PHO") determines that they facially appear privileged, the OPC has no ability to challenge this assertion of privilege because the respective SIPs failed to meet their burden as required by 1.280(c)(6), Fla. R. Civ. P., to describe the nature of the things not produced.

Failure to Answer Interrogatories

This section applies to:

- Electrify America's response to all questions in Citizens' First Set of Interrogatories Nos. (1-3) and Citizens' Set of Interrogatories Nos. (4-8), except 8(c). See Attachment B.
- EVgo's responses to Citizens' First Set of Interrogatories Nos. (1-3) interrogatory Nos. 1(b)-(d), 2(b)-(h), 3(a)-(c) and Citizens' Second Set of Interrogatories Nos. 4(a)-(b), 5, 6(a)-(f), 7, 8(a)-(f). See Attachment C.

- FEA's response to Citizens' First Set of Interrogatories Nos. (1-3), Interrogatory Nos. 2(b)-(h), 3(a)-(c). See Attachment D.
- FEIA's response to Citizens' First Set of Interrogatories Nos. (1-3), Interrogatory Nos. 2(b)-(c), (e), (g), 3(a)-(b), and Citizens' Second Set of Interrogatories 4(a)-(b), 6(a)-(f), 7, 8(a)-(f). See Attachment E.
- FIPUG's response to Citizens' First Set of Interrogatories Nos. (1-3), Interrogatory Nos. 1(d), 2(b)-(h), 3(a)-(b), and Citizens' Second Set of Interrogatories Nos (4-8), Interrogatory Nos. 4(a)-(b), 6(a), 8(c)-(f). See Attachment F.
- FRF's response to Citizens' First Set of Interrogatories Nos. (1-3), Interrogatory Nos. 1(b), 2(b)-(g), 3(b), 4(a)-(b), 5, 6(a)-(f), 7, 8(a)-(f). See Attachment G.
- Fuel Retailers' response to Citizens' First Set of Interrogatories Nos. (1-3), Interrogatory Nos. 2(c)-(f), 3(a)-(b), and Citizens' Second Set of Interrogatories Nos (4-8), 4(a)-(b), 5, 6(a)-(f), 7, 8(a)-(f). See Attachment H.
- SACE's response to Citizens' First Set of Interrogatories Nos. (1-3), Interrogatory Nos. 1(b)-(d), 2(b)-(c), (e)-(h), 3(a)-(b), and Citizens' Second Set of Interrogatories Nos (4-8), 4(a)-(b), 5, 6(a)-(f), 7, 8(a)-(f) See Attachment I.
- Walmart's response to Citizens' First Set of Interrogatories Nos. (1-3), interrogatory Nos. 1(b), (d), 2(b)-(c), (e)-(h), 3(a)-(c). See Attachment J.

In addition to inappropriately objecting based on attorney-client privilege and work product, the SIPs provided evasive or otherwise elusive responses. Rule 1.340(a)(7), Fla. R. Civ. P., provides that "[e]ach interrogatory must be answered separately and fully in writing under oath unless it is objected to, in which event the grounds for objection must be stated and signed by the attorney making it." Each interrogatory answer must be complete in itself, and should not refer to other

pleadings, documents or affidavits and thereby attempt to make their contents a part of the answer. *State Rd. Dep't v. Fla. E. C. R. Co.*, 212 So. 2d 315, 317 (Fla. Dist. Ct. App. 1968). This is because the answer made in response to an interrogatory is required to be the sworn answer of the party making it. *Id.*

The party answering an interrogatory must adequately supply the desired information in detail sufficient to not require the requesting party to “ferret and sift through [other sources] to determine whether the information is there.” *Summit Chase Condo. Asso v. Protean Inv'rs*, 421 So. 2d 562, 564 (Fla. Dist. Ct. App. 1982). The SIPs have objected or been evasive in providing information requested by Citizens concerning the public, non-unanimous agreement.⁵ For example Electrify America when asked in Citizens’ First Set of Interrogatories (Nos 1-3), Interrogatory No. 3(c):

Did Electrify America have the right to represent residential customers and small business customers identified by the abbreviation RS(T)-1 and GS(T)-1 in MFR Schedule E-? If Electrify America's answer is "yes," identify the documents and provisions of law that provide the authorization to represent such interests.

Electrify America responded with:

Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Rule 1.380(3), Fla. R. Civ. P. provides that an evasive or incomplete answer is treated as a failure to answer. Many of the SIPs’ answers are facially deficient as incomplete and evasive such as the Electrify America example.

⁵ See Attachment A-K.

Public Interest

This matter is of significant public interest. The public interest is the ultimate determinant of the agreement, and thus the central issue. The public interest determination must be supported by the record which requires discovery that either supports or refutes it. The SIPs' non-unanimous agreement, if approved by the Commission, would bind approximately 12 million customers in the State of Florida to rates and charges set based on the revenue requirement approved based on the settlement to which the majority of customers were not signatories. FPL, which provides service to those customers, is an investor-owned utility that is a state-sanctioned monopoly and under the regulatory authority of the Florida Public Service Commission. As such, FPL's actions and agreements implicate not just the public interest, but also the protection of the public welfare. See 366.01 Fla. Stat. (2025). If the non-unanimous agreement was as clear as the SIPs are trying to make it seem, there would have been no Commission Staff discovery. Nor would there have been other non-signatory parties issuing discovery regarding the terms and conditions of the proposed non-unanimous settlement. Given the limited time remaining before hearing on this non-unanimous settlement, OPC respectfully requests that this Commission compel responsive answers to each, and every interrogatory identified below.⁶

CONCLUSION

The failures to provide the requested information and answers, prejudices the Citizens, and precludes the thorough vetting of the non-unanimous agreement, that on its face, appears unduly discriminatory. This will result in a denial of due process.

To the extent the parties do not immediately produce the requested information, OPC will request an in-camera review of the information. As the discovery propounded is not voluminous,

⁶ Specifically, Walmart's attached letter references scope objections not previously made – and are now waived.

the Prehearing Officer would be able to review it with relative ease. The failure to respond to discovery does not facilitate an effective resolution as to whether the non-unanimous agreement is in the public interest, and will produce rates that are fair, just, or reasonable. In response to a conferral email transmitted by Citizens on Friday, September 26, 2025, Florida Industrial Power Users group, Florida Retail Federation, Florida Energy Innovation Association, Inc., EVgo Services LLC, Americans for Affordable Clean Energy, Inc., Circle K Stores, Inc., RaceTrac, Inc., Wawa, Inc., Electrify America LLC, Federal Executive Agencies, Armstrong World Industries, Inc. and Southern Alliance for Clean Energy oppose the motion. Floridians Against Increased Rates, Inc., Florida Rising, Inc., League of United Latin American Citizens of Florida, and the Environmental Confederation of Southwest Florida, Inc, take no position.

RELIEF REQUESTED

Citizens request that the Commission compel the following interrogatory responses:

AWI: Citizens does not request to compel further responses from AWI. The questions and responses have been left for informative purposes in Attachment A.

ELECTRIFY AMERICA: Citizens request that the Commission reject Electrify America's objections and compel Electrify America's answers to both the Citizens' First Set of Interrogatories Nos (1-3) and Citizens' Second Set of Interrogatories Nos (4-8), except for 8(c), based on the arguments set forth above. See Attachment B.

EVgo: Citizens request that the Commission reject EVgo's objections compel EVgo to answer Citizen's First Set of Interrogatories Nos. (1-3), Interrogatories 1(b)-(d), 2(b)-(h), 3(a)-(c), and Citizen's Second Set of Interrogatories Nos. (4-8), Interrogatories 4(a)-(b), 5, 6(a)-(f), 7, 8(a)-(f) based on the arguments set forth above. See Attachment C.

FEA: Citizens request that the Commission reject FEA's objections and compel FEA's answers to Citizen's First Set of Interrogatories Nos. (1-3), Interrogatories 2(b)-(h), 3(a)-(c) based on the arguments set forth above. See Attachment D.

FEIA: Citizens request that the Commission reject FEIA's objections and compel FEIA's answers to Citizens' First Set of Interrogatories Nos. (1-3), Interrogatories 2(b), (c), (e), (g), 3(a)-(b), and Citizens' Second Set of Interrogatories Nos.(4-8), Interrogatories 4(a)-(b), 6(a)-(f), 7, 8(a)-(f) based on the arguments set forth above and reject FEIA's objections to these questions. See Attachment E.

FIPUG: Citizens request that the Commission reject FIPUG's objections and compel FIPUG's answers to Citizens' First Set of Interrogatories Nos. (1-3), Interrogatories 1(d), 2(b)-(h), 3(a)-(b) and Citizens' Second Set of Interrogatories Nos. (4-8), 4(a)-(b), 6(a), 8(c)-(f) based on the arguments set forth above and reject FIPUG's objections to these questions. See Attachment F.

FRF: Citizens request that the Commission reject FRF's objections and compel FRF's answers to Citizens' First Set of Interrogatories Nos. (1-3), Interrogatories 1(b), 2(b)-(h), 3(a)-(c), and Citizens' Second Set of Interrogatories 4(a)-(b), 5, 6(a)-(f) 8(a)-(f) based on the arguments set forth above. See Attachment G.

FUEL RETAILERS: Citizens request that the Commission reject Fuel Retailer's objections and compel Fuel Retailers' answers to Citizens' First Set of Interrogatories Nos. (1-3), Interrogatories 1(b), 2(c), (f), 3(a)-(b) and Citizens' Second Set of Interrogatories Nos. (4-8), Interrogatories 4(a)-(b), 5, 6(a)-(f), 7, 8(a)-(f) based on the arguments set forth above. See Attachment H.

SACE: Citizens request that the Commission reject SACE's objections and compel SACE's answers to Citizens' First Set of Interrogatories Nos. (1-3), Interrogatories 1(b)-(d), 2(b)-

(c), (e)-(h), 3(a)-(b) and Citizens' Second Set of Interrogatories Nos (4-8), Interrogatories 4(a)-(b), 5, 6(a)-(f), 7, 8(a)-(f) based on the arguments set forth above. See Attachment I.

WALMART: Citizens request that the Commission reject Walmart's objections and compel Walmart's answers to Citizens' First Set of Interrogatories Nos. (1-3), Interrogatories 1(b), (d), 2(b)-(c), (e)-(h), 3(a)-(c) based on the arguments set forth above. See Attachment J.

WHEREFORE, the Office of Public Counsel, on behalf of the customers of FPL, respectfully request the Commission grant this Motion to Compel Discovery Responses to Citizen's First Set of Interrogatories Nos. (1-3) and Second Set of Interrogatories Nos. (4-8), or in the alternative, require the SIPs to provide the privileged information to the Prehearing Officer for in-camera review. The currently withheld information is not voluminous, and the SIPs have not carried their burden of establishing privilege, an in-camera review to determine whether the information is in fact privileged is appropriate.

Respectfully Submitted,

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CERTIFICATE OF SERVICE
DOCKET NO. 20250011-EI

I **HEREBY CERTIFY** that a true and correct copy of the foregoing has been furnished by electronic mail on this 30th day of September, 2025, to the following:

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Attachment A

Citizens' First Set of Interrogatories (Nos. 1-3) to Armstrong World Industries, Inc. ("AWI")		
ROG 1 (a-e)	Response	
1a. Does the phrase "the issues raised in Docket No 20250011-EI" refer to all 130 issues contained in Order No. PSC-2025-0298-PHO-EI?	AWI objects to this interrogatory as it calls for a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.	The OPC is not requesting to compel Armstrong World Industries to answer.
1b. Does this WHEREAS clause indicate that [party] was authorized to enter into the Agreement to resolve each and every one of the 130 issues contained in Order No. PSC-2025-0298-PHO-EI?	AWI objects to this interrogatory as "authorized" is vague, subject to multiple interpretations, and are not otherwise defined. AWI further objects to this interrogatory as it requires AWI to conduct legal research and/or provide a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney workproduct doctrine.	The OPC is not requesting to compel Armstrong World Industries to answer.
1c. If the answer to b. is "no," please indicate on which issues [party] is authorized to enter into an agreement to resolve that issue and please identify the document(s) where [partys] legal authority to participate in an agreement to "resolve the issues raised in Docket No 20250011-EI" is found.	AWI objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. AWI further objects to this interrogatory as it requires AWI to conduct legal research and/or provide a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.	The OPC is not requesting to compel Armstrong World Industries to answer.
1d. If the answer to b. is "yes," please identify the document(s) where [party]'s legal authority to participate in an agreement to "resolve [all of] the issues raised in Docket No 20250011-EI" is found.	AWI objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. AWI further objects to this interrogatory as it requires AWI to conduct legal research and/or provide a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.	The OPC is not requesting to compel Armstrong World Industries to answer.

1e. Please identify the interests represented by party that entitled party and counsel representing party to enter into and sign the agreement to resolve the issues identified in Order No. PSC-2025-0298-PHO.	AWI objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. AWI further objects to this interrogatory as it requires AWI to conduct legal research and/or provide a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.	The OPC is not requesting to compel Armstrong World Industries to answer.
ROG 2 (a-h)	Response	
2a. With respect to the phrase "compromise of their respective positions taken" contained in this WHEREAS clause, does the word "positions taken" refer to the positions taken by AWI as reflected in Order No. PSC-2025-0298-PHO?	AWI objects to this interrogatory as it requires AWI to provide a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.	The OPC is not requesting to compel Armstrong World Industries to answer.
2b. In the context of this WHEREAS clause, please explain as to s the meaning of the phrase "in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable"?	AWI objects to this interrogatory as it requires AWI to conduct legal research and/or provide a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.	The OPC is not requesting to compel Armstrong World Industries to answer.
2c. Does the phrase "in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable" indicate that for certain issues AWI has no "rights and interests" to resolve each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?	AWI objects to this interrogatory as it requires AWI to conduct legal research and/or provide a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.	The OPC is not requesting to compel Armstrong World Industries to answer.
2d. If the answer to c. is "yes," please identify each of the issues that AWI does have a "right and interest" to resolve.	AWI objects to this interrogatory as it requires AWI to conduct legal research and/or provide a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.	The OPC is not requesting to compel Armstrong World Industries to answer.

<p>2e. If AWI has no right or interest to take an affirmative position on any one or more of the 130 issues identified in Order No. PSC-2025-0298-PHO, can AWI nevertheless compromise on the specific issue(s)? If the answer is yes, did AWI so compromise relative to such issues?</p>	<p>AWI objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. AWI further objects to this interrogatory as it requires AWI to conduct legal research and/or provide a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.</p>	<p>The OPC is not requesting to compel Armstrong World Industries to answer.</p>
<p>2f. Please identify the specific issue identified in Order No. PSC-2025-0298-PHO upon which AWI reached a compromise.</p>	<p>AWI objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. AWI further objects to this interrogatory as it requires AWI to conduct legal research and/or provide a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.</p>	<p>The OPC is not requesting to compel Armstrong World Industries to answer.</p>
<p>2g. Did AWI have the right and interest to both take a position and compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?</p>	<p>AWI objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. AWI further objects to this interrogatory as it requires AWI to conduct legal research and/or provide a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.</p>	<p>The OPC is not requesting to compel Armstrong World Industries to answer.</p>
<p>2h. If AWI stated in f. that AWI had a right and interest to compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO, please identify the document(s) from which arise such rights and interests that AWI compromised.</p>	<p>AWI objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. AWI further objects to this interrogatory as it requires AWI to conduct legal research and/or provide a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.</p>	<p>The OPC is not requesting to compel Armstrong World Industries to answer.</p>

ROG 3 (a-c)	Response	
<p>3a. Please describe the consideration that AWI gave where AWI took no position on certain issues or when AWI lacked a right or interest to compromise on such an issue or issues?</p>	<p>AWI objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. AWI further objects to this interrogatory as it requires AWI to conduct legal research and/or provide a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.</p>	<p>The OPC is not requesting to compel Armstrong World Industries to answer.</p>
<p>3b. Please state whether AWI possessed the right and interest to provide consideration on behalf of a represented interest on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO.</p>	<p>AWI objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. AWI further objects to this interrogatory as it requires AWI to conduct legal research and/or provide a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.</p>	<p>The OPC is not requesting to compel Armstrong World Industries to answer.</p>
<p>3c. Did AWI have the right to represent residential customers and small business customers identified by the abbreviation RS(T)-1 and GS(T)-1 in MFR Schedule E-? If AWI's answer is "yes," identify the documents and provisions of law that provide the authorization to represent such interests.</p>	<p>AWI objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. AWI further objects to this interrogatory as it requires AWI to conduct legal research and/or provide a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.</p>	<p>The OPC is not requesting to compel Armstrong World Industries to answer.</p>

Citizens' Second Set of Interrogatories to Armstrong World Industries, Inc. (Nos. 4-8)		
ROG 4 (a-b)	Response	
4a. Please verify AWI's understanding of whether, if the SA is approved as filed, that each of the proposed battery and/or storage projects, including (i) the 522 MW Northwest Florida battery projects in 2025, (ii) the 1,420 MW of battery projects in the 2026 projected test year, (iii) the 820 MW of solar projects in the 2026 projected test year, and (iv) the 820 MW of battery projects in the 2027 projected test year are undisputed for inclusion in the 2026 and 2027 annual revenue increases.	AWI's understanding is set forth in the terms of the settlement agreement as filed.	The OPC is not requesting to compel Armstrong World Industries to answer.
4b. Please explain AWI's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the revenue increases or the SA as a whole.	AWI's understanding is set forth in the terms of the settlement agreement as filed.	The OPC is not requesting to compel Armstrong World Industries to answer.
ROG 5	Response	
5. Please refer to paragraphs 4(f) and 13(i). Please explain why AWI believes it is appropriate to increase the monthly credits for the CILC and CDR programs in each year following 2026 with each SoBRA.	AWI's understanding is set forth in the terms of the settlement agreement as filed.	The OPC is not requesting to compel Armstrong World Industries to answer.
ROG 6 (a-f)	Response	
6a. Please explain AWI's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the SOBRA Mechanism or the SA as a whole.	AWI's understanding is set forth in the terms of the settlement agreement as filed.	The OPC is not requesting to compel Armstrong World Industries to answer.

6b. Explain AWI's understanding of the methodology to be used in the calculation of the Cumulative Present Value Revenue Requirement (CPVRR) for the solar projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.	AWI's understanding is set forth in the terms of the settlement agreement as filed. Beyond that, AWI takes no position on any future Commission proceedings.	The OPC is not requesting to compel Armstrong World Industries to answer.
6c. Explain AWI's understanding of the use of inclusion of non-SOBRA battery and/or solar projects as possible avoidable units in the determination of the CPVRR for solar projects in the future SOBRA proceedings.	AWI's understanding is set forth in the terms of the settlement agreement as filed. Beyond that, AWI takes no position on any future Commission proceedings.	The OPC is not requesting to compel Armstrong World Industries to answer.
6d. Explain AWI's understanding of whether the SOBRA battery projects must also demonstrate CPVRR benefits. If so, detail what conditions, if any, that the SOBRA battery projects are subject to, and what methodology or limitations would there be on the Commission's or any other party's review in the future SOBRA proceedings. If not, explain why not.	AWI's understanding is set forth in the terms of the settlement agreement as filed. Beyond that, AWI takes no position on any future Commission proceedings.	The OPC is not requesting to compel Armstrong World Industries to answer.
6e. Explain AWI's understanding of the methodology intended to be used in the determination of reliability need for solar and battery projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.	AWI's understanding is set forth in the terms of the settlement agreement as filed. Beyond that, AWI takes no position on any future Commission proceedings.	The OPC is not requesting to compel Armstrong World Industries to answer.
6f. Explain AWI's understanding of the methodology that would be used in demonstrating that solar and/or battery project portfolios are the lowest cost resource available to timely meet the resource need. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.	AWI's understanding is set forth in the terms of the settlement agreement as filed. Beyond that, AWI takes no position on any future Commission proceedings.	The OPC is not requesting to compel Armstrong World Industries to answer.

ROG 7	Response	
<p>7. Please refer to paragraph 21(a). Explain AWI's understanding of how the additional threshold and sharing percentage interacts with Order No. PSC-2024-0078-FOF-EI, specifically paragraph 21(v) of the 2021 Rate Case Settlement and the review and adjustment of the adjustable parameters in the Fuel Cost Recovery Docket. Explain under what circumstances the modified Asset Optimization Program may be changed by the Commission in a later proceeding during the term of the proposed SA, and what participation, if any, AWI or any other party would be allowed in that proceeding.</p>	<p>AWI objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. AWI further objects to this interrogatory as it requires AWI to conduct legal research and/or provide a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.</p>	<p>The OPC is not requesting to compel Armstrong World Industries to answer.</p>
ROG 8 (a-f)	Response	
<p>Please refer to paragraph 9 of the proposed Settlement for the following interrogatories.</p> <p>8a. Please verify AWI understands that it has agreed to not oppose allocating all clause factors using a 4 Coincident Peak (CP) and 12 percent Average Demand (AD) methodology for production plant and 4CP methodology for transmission plant.</p>	<p>AWI's understanding is set forth in the terms of the settlement agreement as filed.</p>	<p>The OPC is not requesting to compel Armstrong World Industries to answer.</p>
<p>8b. Please explain AWI's understanding of the 4CP and 12 percent AD methodology for production plant and 4CP methodology for transmission plant to allocate clause factors. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other non-signatory party's review of this methodology in future clause proceedings.</p>	<p>AWI's understanding is set forth in the terms of the settlement agreement as filed. AWI takes no position on limitations for review in future clause proceedings.</p>	<p>The OPC is not requesting to compel Armstrong World Industries to answer.</p>
<p>8c. Please state whether AWI has ever intervened and been a party in any of the clause proceedings during the past 3 years. If yes, please list the year and the specific clause.</p>	<p>AWI has not.</p>	<p>The OPC is not requesting to compel Armstrong World Industries to answer.</p>
<p>8d. Please indicate whether AWI intends to obtain party status and participate in the upcoming 2025 clause proceedings?</p>	<p>AWI has made no decision at this time.</p>	<p>The OPC is not requesting to compel Armstrong World Industries to answer.</p>

8e. Please explain whether it is AWI's understanding that the Commission is obligated to approve the 4CP 12 percent AD methodology for production plant and 4CP for transmission plant cost of service methodology in future clause hearings, under the terms of the proposed Settlement.	AWI takes no position on any future Commission obligations.	The OPC is not requesting to compel Armstrong World Industries to answer.
8f. Please explain whether AWI agrees to FPL's proposed cost of service methodology (12 CP and 25 percent AD) to allocate production and transmission plant to set base rates.	AWI agrees to the terms and provisions of the settlement agreement as filed.	The OPC is not requesting to compel Armstrong World Industries to answer.

Attachment B

Citizens' First Set of Interrogatories (Nos. 1-3) to Electrify America, LLC		
ROG 1 (a-e)	Response	OPC's Response
1a. Does the phrase "the issues raised in Docket No 20250011-EI" refer to all 130 issues contained in Order No. PSC-2025-0298-PHO-EI?	Electrify America objects to this interrogatory as it calls for a legal conclusion or analysis. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.	As set forth in the privilege and work product section of this motion to compel. This is an inappropriate use of privilege. Cloaking all responses under the guise of "privilege" is an attempt to thwart discovery and non-responsive.
1b. Does this WHEREAS clause indicate that [party] was authorized to enter into the Agreement to resolve each and every one of the 130 issues contained in Order No. PSC-2025-0298-PHO-EI?	Electrify America objects to this interrogatory as the term "authorized" is vague, subject to multiple interpretations, and is not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion or analysis. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.	As set forth in the privilege and work product section of this motion to compel. This is an inappropriate use of privilege. Cloaking all responses under the guise of "privilege" is an attempt to thwart discovery and non-responsive.
1c. If the answer to b. is "no," please indicate on which issues [party] is authorized to enter into an agreement to resolve that issue and please identify the document(s) where [partys] legal authority to participate in an agreement to "resolve the issues raised in Docket No 20250011-EI" is found.	Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it requests Electrify America to conduct legal research or provide a legal conclusion or analysis. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.	As set forth in the privilege and work product section of this motion to compel. This is an inappropriate use of privilege. Cloaking all responses under the guise of "privilege" is an attempt to thwart discovery and non-responsive.
1d. If the answer to b. is "yes," please identify the document(s) where [party]'s legal authority to participate in an agreement to "resolve [all of] the issues raised in Docket No 20250011-EI" is found.	Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it requests Electrify America to conduct legal research or provide a legal conclusion or analysis. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.	As set forth in the privilege and work product section of this motion to compel. This is an inappropriate use of privilege. Cloaking all responses under the guise of "privilege" is an attempt to thwart discovery and non-responsive.

1e. Please identify the interests represented by party that entitled party and counsel representing party to enter into and sign the agreement to resolve the issues identified in Order No. PSC-2025-0298-PHO.	Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.	As set forth in the privilege and work product section of this motion to compel. This is an inappropriate use of privilege. Cloaking all responses under the guise of "privilege" is an attempt to thwart discovery and non-responsive.
ROG 2 (a-h)		Response
2a. With respect to the phrase "compromise of their respective positions taken" contained in this WHEREAS clause, does the word "positions taken" refer to the positions taken by Electrify America as reflected in Order No. PSC-2025-0298-PHO?	Electrify America objects to this interrogatory as it calls for a legal conclusion. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.	As set forth in the privilege and work product section of this motion to compel. This is an inappropriate use of privilege. Cloaking all responses under the guise of "privilege" is an attempt to thwart discovery and non-responsive.
2b. In the context of this WHEREAS clause, please explain as to s the meaning of the phrase "in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable"?	Electrify America objects to this interrogatory as it calls for a legal conclusion. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.	As set forth in the privilege and work product section of this motion to compel. This is an inappropriate use of privilege. Cloaking all responses under the guise of "privilege" is an attempt to thwart discovery and non-responsive.
2c. Does the phrase "in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable" indicate that for certain issues Electrify America has no "rights and interests" to resolve each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?	Electrify America objects to this interrogatory as it calls for a legal conclusion. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.	As set forth in the privilege and work product section of this motion to compel. This is an inappropriate use of privilege. Cloaking all responses under the guise of "privilege" is an attempt to thwart discovery and non-responsive.
2d. If the answer to c. is "yes," please identify each of the issues that Electrify America does have a "right and interest" to resolve.	Electrify America objects to this interrogatory as it calls for a legal conclusion. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.	As set forth in the privilege and work product section of this motion to compel. This is an inappropriate use of privilege. Cloaking all responses under the guise of "privilege" is an attempt to thwart discovery and non-responsive.

<p>2e. If Electrify America has no right or interest to take an affirmative position on any one or more of the 130 issues identified in Order No. PSC-2025-0298-PHO, can Electrify America nevertheless compromise on the specific issue(s)? If the answer is yes, did Electrify America so compromise relative to such issues?</p>	<p>Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.</p>	<p>As set forth in the privilege and work product section of this motion to compel. This is an inappropriate use of privilege. Cloaking all responses under the guise of "privilege" is an attempt to thwart discovery and non-responsive.</p>
<p>2f. Please identify the specific issue identified in Order No. PSC-2025-0298-PHO upon which Electrify America reached a compromise.</p>	<p>Electrify America objects to this interrogatory as it relates to privileged attorney-client communications and attorney work-product. Electrify America further objects that to the extent that the interrogatory seeks internal Electrify America discussions and protocols regarding proposed settlement terms, and such discussions would be based on attorney-client communications and are not relevant and not likely to lead to admissible evidence.</p>	<p>As set forth in the privilege and work product section of this motion to compel. This is an inappropriate use of privilege. Cloaking all responses under the guise of "privilege" is an attempt to thwart discovery and non-responsive.</p>
<p>2g. Did Electrify America have the right and interest to both take a position and compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?</p>	<p>Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.</p>	<p>As set forth in the privilege and work product section of this motion to compel. This is an inappropriate use of privilege. Cloaking all responses under the guise of "privilege" is an attempt to thwart discovery and non-responsive.</p>
<p>2h. If Electrify America stated in f. that Electrify America had a right and interest to compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO, please identify the document(s) from which arise such rights and interests that Electrify America compromised.</p>	<p>Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it requests Electrify America to conduct legal research or provide a legal conclusion or analysis. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.</p>	<p>As set forth in the privilege and work product section of this motion to compel. This is an inappropriate use of privilege. Cloaking all responses under the guise of "privilege" is an attempt to thwart discovery and non-responsive.</p>

ROG 3 (a-c)	Response	
<p>3a. Please describe the consideration that Electrify America gave where Electrify America took no position on certain issues or when Electrify America lacked a right or interest to compromise on such an issue or issues?</p>	<p>Electrify America objects to this interrogatory as it relates to privileged attorney-client communications and attorney work-product. Electrify America further objects that to the extent that the interrogatory seeks internal Electrify America discussions and protocols regarding proposed settlement terms, and such discussions would be based on attorney-client communications and are not relevant and not likely to lead to admissible evidence.</p>	<p>As set forth in the privilege and work product section of this motion to compel. This is an inappropriate use of privilege. Cloaking all responses under the guise of "privilege" is an attempt to thwart discovery and non-responsive.</p>
<p>3b. Please state whether Electrify America possessed the right and interest to provide consideration on behalf of a represented interest on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO.</p>	<p>Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.</p>	<p>As set forth in the privilege and work product section of this motion to compel. This is an inappropriate use of privilege. Cloaking all responses under the guise of "privilege" is an attempt to thwart discovery.</p>
<p>3c. Did Electrify America have the right to represent residential customers and small business customers identified by the abbreviation RS(T)-1 and GS(T)-1 in MFR Schedule E-? If Electrify America's answer is "yes," identify the documents and provisions of law that provide the authorization to represent such interests.</p>	<p>Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.</p>	<p>As set forth in the privilege and work product section of this motion to compel. This is an inappropriate use of privilege. Cloaking all responses under the guise of "privilege" is an attempt to thwart discovery and non-responsive.</p>

Citizens' Second Set of Interrogatories (Nos. 4-8) to Electrify America, LLC		
ROG 4 (a-b)	Response	
4a. Please verify Electrify America's understanding of whether, if the SA is approved as filed, that each of the proposed battery and/or storage projects, including (i) the 522 MW Northwest Florida battery projects in 2025, (ii) the 1,420 MW of battery projects in the 2026 projected test year, (iii) the 820 MW of solar projects in the 2026 projected test year, and (iv) the 820 MW of battery projects in the 2027 projected test year are undisputed for inclusion in the 2026 and 2027 annual revenue increases.	Electrify America objects to this interrogatory as it is not likely to lead to admissible evidence regarding the 2025 Stipulation and Settlement filed in this proceeding on August 20, 2025 ("2025 Stipulation and Settlement"). The 2025 Stipulation and Settlement represents a compromise of disputed claims among the signatory parties. The signatory parties have reached the 2025 Stipulation and Settlement after taking into account the possibility that each party may or may not prevail on any given issue. Electrify America's position on any particular issue within the 2025 Stipulation and Settlement is not germane to the Commission's ultimate determination regarding the 2025 Stipulation and Settlement, which is to determine if, as a whole, the 2025 Stipulation and Settlement is in the public interest. It is Electrify America's position that the 2025 Stipulation and Settlement in its entirety is in the public interest and therefore should be approved by the Commission.	As set forth in the privilege and work product section of this motion to compel. This is an inappropriate use of privilege. Cloaking all responses under the guise of "privilege" is an attempt to thwart discovery and non-responsive.
4b. Please explain Electrify America's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the revenue increases or the SA as a whole.	Electrify America objects to this interrogatory as it calls for a legal conclusion or analysis. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.	As set forth in the privilege and work product section of this motion to compel. This is an inappropriate use of privilege. Cloaking all responses under the guise of "privilege" is an attempt to thwart discovery and non-responsive.
ROG 5	Response	
5. Please refer to paragraphs 4(f) and 13(i). Please explain why Electrify America believes it is appropriate to increase the monthly credits for the CLC and CDR programs in each year following 2026 with each SoBRA.	Electrify America objects to this interrogatory as it is not likely to lead to admissible evidence regarding the 2025 Stipulation and Settlement filed in this proceeding on August 20, 2025. The 2025 Stipulation and Settlement represents a compromise of disputed claims among the signatory parties. The signatory parties have reached the 2025 Stipulation and Settlement after taking into account the possibility that each party may or may not prevail on any given issue. Electrify America's position on any particular issue within the 2025 Stipulation and Settlement is not germane to the Commission's ultimate determination regarding the 2025 Stipulation and Settlement, which is to determine if, as a whole, the 2025 Stipulation and Settlement is in the public interest. It is Electrify America's position that the 2025 Stipulation and Settlement in its entirety is in the public interest and therefore should be approved by the Commission.	As set forth in the privilege and work product section of this motion to compel. This is an inappropriate use of privilege. Cloaking all responses under the guise of "privilege" is an attempt to thwart discovery and non-responsive.

ROG 6 (a-f)	Response	
<p>6a. Please explain Electrify America's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the SOBRA Mechanism or the SA as a whole.</p>	<p>Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion or analysis. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.</p>	<p>As set forth in the privilege and work product section of this motion to compel. This is an inappropriate use of privilege. Cloaking all responses under the guise of "privilege" is an attempt to thwart discovery and non-responsive.</p>
<p>6b. Explain Electrify America's understanding of the methodology to be used in the calculation of the Cumulative Present Value Revenue Requirement (CPVRR) for the solar projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.</p>	<p>Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion or analysis. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.</p>	<p>As set forth in the privilege and work product section of this motion to compel. This is an inappropriate use of privilege. Cloaking all responses under the guise of "privilege" is an attempt to thwart discovery and non-responsive.</p>
<p>6c. Explain Electrify America's understanding of the use of inclusion of non-SOBRA battery and/or solar projects as possible avoidable units in the determination of the CPVRR for solar projects in the future SOBRA proceedings.</p>	<p>Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion or analysis. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.</p>	<p>As set forth in the privilege and work product section of this motion to compel. This is an inappropriate use of privilege. Cloaking all responses under the guise of "privilege" is an attempt to thwart discovery and non-responsive.</p>
<p>6d. Explain Electrify America's understanding of whether the SOBRA battery projects must also demonstrate CPVRR benefits. If so, detail what conditions, if any, that the SOBRA battery projects are subject to, and what methodology or limitations would there be on the Commission's or any other party's review in the future SOBRA proceedings. If not, explain why not.</p>	<p>Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion or analysis. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.</p>	<p>As set forth in the privilege and work product section of this motion to compel. This is an inappropriate use of privilege. Cloaking all responses under the guise of "privilege" is an attempt to thwart discovery and non-responsive.</p>

6e. Explain Electrify America's understanding of the methodology intended to be used in the determination of reliability need for solar and battery projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.	Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion or analysis. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.	As set forth in the privilege and work product section of this motion to compel. This is an inappropriate use of privilege. Cloaking all responses under the guise of "privilege" is an attempt to thwart discovery and non-responsive.
6f. Explain Electrify America's understanding of the methodology that would be used in demonstrating that solar and/or battery project portfolios are the lowest cost resource available to timely meet the resource need. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.	Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion or analysis. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.	As set forth in the privilege and work product section of this motion to compel. This is an inappropriate use of privilege. Cloaking all responses under the guise of "privilege" is an attempt to thwart discovery and non-responsive.
ROG 7	Response	
7. Please refer to paragraph 21(a). Explain Electrify America's understanding of how the additional threshold and sharing percentage interacts with Order No. PSC-2024-0078-FOF-EI, specifically paragraph 21(v) of the 2021 Rate Case Settlement and the review and adjustment of the adjustable parameters in the Fuel Cost Recovery Docket. Explain under what circumstances the modified Asset Optimization Program may be changed by the Commission in a later proceeding during the term of the proposed SA, and what participation, if any, Electrify America or any other party would be allowed in that proceeding.	Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion or analysis. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.	As set forth in the privilege and work product section of this motion to compel. This is an inappropriate use of privilege. Cloaking all responses under the guise of "privilege" is an attempt to thwart discovery and non-responsive.

ROG 8 (a-f)	Response	
<p>Please refer to paragraph 9 of the proposed Settlement for the following interrogatories.</p> <p>8a. Please verify Electrify America understands that it has agreed to not oppose allocating all clause factors using a 4 Coincident Peak (CP) and 12 percent Average Demand (AD) methodology for production plant and 4CP methodology for transmission plant.</p>	<p>Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion or analysis. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.</p>	<p>As set forth in the privilege and work product section of this motion to compel. This is an inappropriate use of privilege. Cloaking all responses under the guise of "privilege" is an attempt to thwart discovery and non-responsive.</p>
<p>8b. Please explain Electrify America's understanding of the 4CP and 12 percent AD methodology for production plant and 4CP methodology for transmission plant to allocate clause factors. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other non-signatory party's review of this methodology in future clause proceedings.</p>	<p>Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion or analysis. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.</p>	<p>As set forth in the privilege and work product section of this motion to compel. This is an inappropriate use of privilege. Cloaking all responses under the guise of "privilege" is an attempt to thwart discovery and non-responsive.</p>
<p>8c. Please state whether Electrify America has ever intervened and been a party in any of the clause proceedings during the past 3 years. If yes, please list the year and the specific clause.</p>	<p>Electrify America has not intervened in any such proceedings during the past 3 years.</p>	
<p>8d. Please indicate whether Electrify America intends to obtain party status and participate in the upcoming 2025 clause proceedings?</p>	<p>Electrify America objects to this interrogatory as it relates to privileged attorney-client communications and attorney work product regarding Electrify America's regulatory strategy. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.</p>	<p>As set forth in the privilege and work product section of this motion to compel. This is an inappropriate use of privilege. Cloaking all responses under the guise of "privilege" is an attempt to thwart discovery and non-responsive.</p>

<p>8e. Please explain whether it is Electrify America's understanding that the Commission is obligated to approve the 4CP 12 percent AD methodology for production plant and 4CP for transmission plant cost of service methodology in future clause hearings, under the terms of the proposed Settlement.</p>	<p>Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion or analysis. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.</p>	<p>As set forth in the privilege and work product section of this motion to compel. This is an inappropriate use of privilege. Cloaking all responses under the guise of "privilege" is an attempt to thwart discovery.</p>
<p>8f. Please explain whether Electrify America agrees to FPL's proposed cost of service methodology (12 CP and 25 percent AD) to allocate production and transmission plant to set base rates.</p>	<p>Electrify America objects to this interrogatory as it is not likely to lead to admissible evidence regarding the 2025 Stipulation and Settlement. The 2025 Stipulation and Settlement represents a compromise of disputed claims among the signatory parties. The signatory parties have reached the 2025 Stipulation and Settlement after taking into account the possibility that each party may or may not prevail on any given issue. Electrify America's position on any particular issue within the 2025 Stipulation and Settlement is not germane to the Commission's ultimate determination regarding the 2025 Stipulation and Settlement, which is to determine if, as a whole, the 2025 Stipulation and Settlement is in the public interest. It is Electrify America's position that the 2025 Stipulation and Settlement in its entirety is in the public interest and therefore should be approved by the Commission.</p>	<p>As set forth in the privilege and work product section of this motion to compel. This is an inappropriate use of privilege. Cloaking all responses under the guise of "privilege" is an attempt to thwart discovery and non-responsive.</p>

Attachment C

Citizens' First Set of Interrogatories (Nos. 1-3) to EVgo Services, LLC		
ROG 1 (a-e)	Response	OPC's Response
1a. Does the phrase "the issues raised in Docket No 20250011-EI" refer to all 130 issues contained in Order No. PSC-2025-0298-PHO-EI?	Yes.	
1b. Does this WHEREAS clause indicate that [party] was authorized to enter into the Agreement to resolve each and every one of the 130 issues contained in Order No. PSC-2025-0298-PHO-EI?	The Settlement Agreement speaks for itself. EVgo and other Parties to the Settlement Agreement have undertaken to resolve the issues raised in Docket No. 20250011-EI.	Non-Responsive
1c. If the answer to b. is "no," please indicate on which issues [party] is authorized to enter into an agreement to resolve that issue and please identify the document(s) where [partys] legal authority to participate in an agreement to "resolve the issues raised in Docket No 20250011-EI" is found.	N/A	Non-Responsive
1d. If the answer to b. is "yes," please identify the document(s) where [party]'s legal authority to participate in an agreement to "resolve [all of] the issues raised in Docket No 20250011-EI" is found.	The answer to b. was not "yes", and therefore, this question is not applicable. However, EVgo notes Order No. PSC-2025-0129-OPCO-EI granted EVgo permission to intervene in this rate case, subject to proof of standing or stipulations, and as such, EVgo is a party to Docket No. 20250011-EI.	Non-Responsive
1e. Please identify the interests represented by party that entitled party and counsel representing party to enter into and sign the agreement to resolve the issues identified in Order No. PSC-2025-0298-PHO.	EVgo represents its own interests. See EVgo's Petition to Intervene (filed March 21, 2025).	

ROG 2 (a-h)	Response	
2a. With respect to the phrase "compromise of their respective positions taken" contained in this WHEREAS clause, does the word "positions taken" refer to the positions taken by EVgo as reflected in Order No. PSC-2025-0298-PHO?	Yes	
2b. In the context of this WHEREAS clause, please explain as to s the meaning of the phrase "in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable"?	The language of the Settlement Agreement speaks for itself on this topic.	Non-Responsive

2c. Does the phrase "in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable" indicate that for certain issues EVgo has no "rights and interests" to resolve each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?	The language of the Settlement Agreement speaks for itself on this topic.	Non-Responsive
2d. If the answer to c. is "yes," please identify each of the issues that EVgo does have a "right and interest" to resolve.	N/A	Non-Responsive
2e. If EVgo has no right or interest to take an affirmative position on any one or more of the 130 issues identified in Order No. PSC-2025-0298-PHO, can EVgo nevertheless compromise on the specific issue(s)? If the answer is yes, did EVgo so compromise relative to such issues?	See General Objection 6 and Specific Objections above. This question calls for a legal conclusion or legal analysis.	Non-Responsive
2f. Please identify the specific issue identified in Order No. PSC-2025-0298-PHO upon which EVgo reached a compromise.	EVgo understands the settlement agreement to be a compromise among all parties on all of the issues raised by FPL's general rate case.	Non-Responsive
2g. Did EVgo have the right and interest to both take a position and compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?	See General Objection 6 and Specific Objections above. This question calls for a legal conclusion or legal analysis.	Non-Responsive
2h. If EVgo stated in f. that EVgo had a right and interest to compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO, please identify the document(s) from which arise such rights and interests that EVgo compromised.	Not applicable. However, please see Order No. PSC-2025-0129-OPCOEI granting EVgo permission to intervene in this rate case, subject to proof of standing or stipulations.	Non-Responsive
ROG 3 (a-c)	Response	
3a. Please describe the consideration that EVgo gave where EVgo took no position on certain issues or when EVgo lacked a right or interest to compromise on such an issue or issues?	EVgo objects to this request to the extent it calls for a legal conclusion or analysis, or misrepresents the legal obligations of relevant entities. EVgo further objects to this request to the extent it seeks information covered by attorney-client privilege, common-interest privilege, or seeks information covered by a Non-Disclosure Agreement signed by EVgo in furtherance of confidential settlement discussions.	Blanket assertion of privilege. And Non-Responsive

3b. Please state whether EVgo possessed the right and interest to provide consideration on behalf of a represented interest on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO.	EVgo objects to this request to the extent it calls for a legal conclusion or analysis, or misrepresents the legal obligations of relevant entities.	Non-Responsive
3c. Did EVgo have the right to represent residential customers and small business customers identified by the abbreviation RS(T)-1 and GS(T)-1 in MFR Schedule E-? If EVgo's answer is "yes," identify the documents and provisions of law that provide the authorization to represent such interests.	EVgo represents itself.	Non-Responsive
Citizens' Second Set of Interrogatories (Nos. 4-8) to EVgo Services, LLC		
ROG 4 (a-b)	Response	
4a. Please verify EVgo's understanding of whether, if the SA is approved as filed, that each of the proposed battery and/or storage projects, including (i) the 522 MW Northwest Florida battery projects in 2025, (ii) the 1,420 MW of battery projects in the 2026 projected test year, (iii) the 820 MW of solar projects in the 2026 projected test year, and (iv) the 820 MW of battery projects in the 2027 projected test year are undisputed for inclusion in the 2026 and 2027 annual revenue increases.	Please see EVgo's response to Staff Interrogatory 1(a) and (b).	Non-Responsive
4b. Please explain EVgo's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the revenue increases or the SA as a whole.	Please see EVgo's response to Staff Interrogatory 1(a) and (b).	Non-Responsive
ROG 5	Response	
5. Please refer to paragraphs 4(f) and 13(i). Please explain why EVgo believes it is appropriate to increase the monthly credits for the CILC and CDR programs in each year following 2026 with each SoBRA.	Please see EVgo's response to Staff Interrogatory 2.	Non-Responsive

ROG 6 (a-f)	Response	
<p>6a. Please explain EVgo's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the SOBRA Mechanism or the SA as a whole.</p>	<p>Please see EVgo's response to Staff Interrogatory 3(a)-(f), inclusive.</p>	<p>Non-Responsive</p>
<p>6b. Explain EVgo's understanding of the methodology to be used in the calculation of the Cumulative Present Value Revenue Requirement (CPVRR) for the solar projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.</p>	<p>Please see EVgo's response to Staff Interrogatory 3(a)-(f), inclusive.</p>	<p>Non-Responsive</p>
<p>6c. Explain EVgo's understanding of the use of inclusion of non-SOBRA battery and/or solar projects as possible avoidable units in the determination of the CPVRR for solar projects in the future SOBRA proceedings.</p>	<p>Please see EVgo's response to Staff Interrogatory 3(a)-(f), inclusive.</p>	<p>Non-Responsive</p>
<p>6d. Explain EVgo's understanding of whether the SOBRA battery projects must also demonstrate CPVRR benefits. If so, detail what conditions, if any, that the SOBRA battery projects are subject to, and what methodology or limitations would there be on the Commission's or any other party's review in the future SOBRA proceedings. If not, explain why not.</p>	<p>Please see EVgo's response to Staff Interrogatory 3(a)-(f), inclusive.</p>	<p>Non-Responsive</p>
<p>6e. Explain EVgo's understanding of the methodology intended to be used in the determination of reliability need for solar and battery projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.</p>	<p>Please see EVgo's response to Staff Interrogatory 3(a)-(f), inclusive.</p>	<p>Non-Responsive</p>

6f. Explain EVgo's understanding of the methodology that would be used in demonstrating that solar and/or battery project portfolios are the lowest cost resource available to timely meet the resource need. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.	Please see EVgo's response to Staff Interrogatory 3(a)-(f), inclusive.	Non-Responsive
ROG 7	Response	
7. Please refer to paragraph 21(a). Explain EVgo's understanding of how the additional threshold and sharing percentage interacts with Order No. PSC-2024-0078-FOF-EI, specifically paragraph 21(v) of the 2021 Rate Case Settlement and the review and adjustment of the adjustable parameters in the Fuel Cost Recovery Docket. Explain under what circumstances the modified Asset Optimization Program may be changed by the Commission in a later proceeding during the term of the proposed SA, and what participation, if any, EVgo or any other party would be allowed in that proceeding.	Please see EVgo's response to Staff Interrogatory 4.	Non-Responsive
ROG 8 (a-f)	Response	
<p>Please refer to paragraph 9 of the proposed Settlement for the following interrogatories.</p> <p>8a. Please verify EVgo understands that it has agreed to not oppose allocating all clause factors using a 4 Coincident Peak (CP) and 12 percent Average Demand (AD) methodology for production plant and 4CP methodology for transmission plant.</p>	Please see EVgo's response to Staff Interrogatory 5(a)-(f).	Non-Responsive

8b. Please explain EVgo's understanding of the 4CP and 12 percent AD methodology for production plant and 4CP methodology for transmission plant to allocate clause factors. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other non-signatory party's review of this methodology in future clause proceedings.	Please see EVgo's response to Staff Interrogatory 5(a)-(f).	Non-Responsive
8c. Please state whether EVgo has ever intervened and been a party in any of the clause proceedings during the past 3 years. If yes, please list the year and the specific clause.	Please see EVgo's response to Staff Interrogatory 5(a)-(f).	Non-Responsive
8d. Please indicate whether EVgo intends to obtain party status and participate in the upcoming 2025 clause proceedings?	Please see EVgo's response to Staff Interrogatory 5(a)-(f).	Non-Responsive
8e. Please explain whether it is EVgo's understanding that the Commission is obligated to approve the 4CP 12 percent AD methodology for production plant and 4CP for transmission plant cost of service methodology in future clause hearings, under the terms of the proposed Settlement.	Please see EVgo's response to Staff Interrogatory 5(a)-(f).	Non-Responsive
8f. Please explain whether EVgo agrees to FPL's proposed cost of service methodology (12 CP and 25 percent AD) to allocate production and transmission plant to set base rates.	Please see EVgo's response to Staff Interrogatory 5(a)-(f).	Non-Responsive

Attachment D

Citizens' First Set of Interrogatories (Nos. 1-3) to Federal Executive Agencies ("FEA")		
ROG 1 (a-e)	Response	OPC's Response
1a. Does the phrase "the issues raised in Docket No 20250011-EI" refer to all 130 issues contained in Order No. PSC-2025-0298-PHO-EI?	Yes. The Stipulation and Settlement speaks for itself on the four corners of the documents. The FEA filed a prehearing statement on July 18, 2025. In that prehearing statement, The FEA took positions on Issues 13-14, 44-45, 48-50, 89-93, 105, and 109. The Stipulation and Settlement was reached after negotiations between the parties and reasonable give and take. It is FEA's position that the Settlement does resolve all 130 issues.	
1b. Does this WHEREAS clause indicate that [party] was authorized to enter into the Agreement to resolve each and every one of the 130 issues contained in Order No. PSC-2025-0298-PHO-EI?	<p>Objection: This interrogatory seeks the mental impressions, theories, opinions of counsel, calls for a legal opinion, and relevance.</p> <p>The FEA objects to this interrogatory as it seeks to delve into the minds of counsel and seeks a legal opinion or legal conclusion. The OPC is asking if FEA is authorized to enter into an agreement, however the decision on whether there is a valid Stipulation and Settlement and whether FEA is authorized is up to the Commission to decide.</p> <p>The responses to this interrogatory are irrelevant to this rate case, are not reasonably calculated to lead to the discovery of admissible evidence, and the Commission's evaluation of the Stipulation and Settlement Agreement.</p> <p>However, FEA accepts the stipulation as reasonable resolution of all issues in this case.</p>	
1c. If the answer to b. is "no," please indicate on which issues [party] is authorized to enter into an agreement to resolve that issue and please identify the document(s) where [partys] legal authority to participate in an agreement to "resolve the issues raised in Docket No 20250011-EI" is found.	<p>Objection: This interrogatory seeks the mental impressions, theories, opinions of counsel, calls for a legal opinion, and relevance.</p> <p>The FEA objects to this interrogatory as it seeks to delve into the minds of counsel and seeks a legal opinion or legal conclusion. The OPC is asking if FEA is authorized to enter into an agreement, however the decision on whether there is a valid Stipulation and Settlement and whether FEA is authorized is up to the Commission to decide.</p> <p>The responses to this interrogatory are irrelevant to this rate case, are not reasonably calculated to lead to the discovery of admissible evidence, and the Commission's evaluation of the Stipulation and Settlement Agreement.</p> <p>However, not applicable and but response to 1a. above.</p>	

1d. If the answer to b. is "yes," please identify the document(s) where [party]'s legal authority to participate in an agreement to "resolve [all of] the issues raised in Docket No 20250011-EI" is found.	n/a	
1e. Please identify the interests represented by party that entitled party and counsel representing party to enter into and sign the agreement to resolve the issues identified in Order No. PSC-2025-0298-PHO.	See the Motion to Intervene filed by FEA (Document No. 01267-2025), the Order on Motion to Intervene filed by the Commission (Order No. PSC-2025-0077-PCO-EL), and Settlement Testimony Provided by Michael P. Gorman (Document No. 08979-2025).	

ROG 2 (a-h)		Response
2a. With respect to the phrase "compromise of their respective positions taken" contained in this WHEREAS clause, does the word "positions taken" refer to the positions taken by FEA as reflected in Order No. PSC-2025-0298-PHO?	Yes	
2b. In the context of this WHEREAS clause, please explain as to s the meaning of the phrase "in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable"?	<p>Objection: This interrogatory seeks the mental impressions, theories, opinions of counsel, calls for a legal opinion, and relevance.</p> <p>The FEA objects to this interrogatory as it seeks to delve into the minds of counsel and seeks a legal opinion or legal conclusion. The decision on this interrogatory is up to the Commission to decide.</p> <p>The responses to this interrogatory are irrelevant to this rate case, are not reasonably calculated to lead to the discovery of admissible evidence, and the Commission's evaluation of the Stipulation and Settlement Agreement.</p>	Improper assertion of privilege and non-responsive.
2c. Does the phrase "in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable" indicate that for certain issues FEA has no "rights and interests" to resolve each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?	<p>Objection: This interrogatory seeks the mental impressions, theories, opinions of counsel, calls for a legal opinion, and relevance.</p> <p>The FEA objects to this interrogatory as it seeks to delve into the minds of counsel and seeks a legal opinion or legal conclusion. The decision on whether FEA has the "rights and interests" in this case is up to the Commission to decide.</p> <p>The responses to this interrogatory are irrelevant to this rate case, are not reasonably calculated to lead to the discovery of admissible evidence, and the Commission's evaluation of the Stipulation and Settlement Agreement</p>	Improper assertion of privilege and non-responsive.

2d. If the answer to c. is "yes," please identify each of the issues that FEA does have a "right and interest" to resolve.	Not applicable, however see answer to Interrogatory 1(e).	Non-responsive
2e. If FEA has no right or interest to take an affirmative position on any one or more of the 130 issues identified in Order No. PSC-2025-0298-PHO, can FEA nevertheless compromise on the specific issue(s)? If the answer is yes, did FEA so compromise relative to such issues?	<p>Objection: This interrogatory seeks the mental impressions, theories, opinions of counsel, calls for a legal opinion, and relevance.</p> <p>The FEA objects to this interrogatory as it seeks to delve into the minds of counsel and seeks a legal opinion or legal conclusion. The OPC is asking if FEA can compromise, however the decision on whether there is a valid Stipulation and Settlement and whether FEA can compromise is up to the Commission to decide.</p> <p>The responses to this interrogatory are irrelevant to this rate case, are not reasonably calculated to lead to the discovery of admissible evidence, and the Commission's evaluation of the Stipulation and Settlement Agreement</p>	Improper assertion of privilege and non-responsive.
2f. Please identify the specific issue identified in Order No. PSC-2025-0298-PHO upon which FEA reached a compromise.	The FEA reached a settlement based on all issues. The Stipulation and Settlement speaks for itself on the four corners of the documents.	Non-responsive
2g. Did FEA have the right and interest to both take a position and compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?	<p>Objection: This interrogatory seeks the mental impressions, theories, opinions of counsel, calls for a legal opinion, and relevance.</p> <p>The FEA objects to this interrogatory as it seeks to delve into the minds of counsel and seeks a legal opinion or legal conclusion.</p> <p>The OPC is asking if FEA has the rights and interests for our positions in this case. The decision on whether there is a valid Stipulation and Settlement and whether FEA has the proper rights and interest in this case is up to the Commission to decide.</p>	Improper assertion of privilege and non-responsive.
2h. If FEA stated in f. that FEA had a right and interest to compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO, please identify the document(s) from which arise such rights and interests that FEA compromised.	<p>Objection: This interrogatory seeks the mental impressions, theories, opinions of counsel, calls for a legal opinion, relevance, and is vague, ambiguous, and undefined.</p> <p>Question f. did not ask if "FEA had a right and interest to compromise..."</p> <p>The OPC is asking if we have the right and interest for our positions in this case. The decision on whether there is a valid Stipulation and Settlement and whether FEA has the proper rights and interest in this case is up to the Commission to decide.</p> <p>See answer to g, above.</p>	Improper assertion of privilege and non-responsive.

ROG 3 (a-c)	Response	
<p>3a. Please describe the consideration that FEA gave where FEA took no position on certain issues or when FEA lacked a right or interest to compromise on such an issue or issues?</p>	<p>This interrogatory seeks the mental impressions, theories, opinions of counsel, calls for a legal opinion.</p> <p>The FEA objects to this interrogatory as it seeks to delve into the minds of counsel and seeks a legal opinion or legal conclusion.</p> <p>The OPC is asking if we have the right and interest for our positions in this case. The decision on whether there is a valid Stipulation and Settlement and whether FEA has the proper rights and interest in this case is up to the Commission to decide.</p>	<p>Improper assertion of privilege and non-responsive.</p>
<p>3b. Please state whether FEA possessed the right and interest to provide consideration on behalf of a represented interest on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO.</p>	<p>This interrogatory seeks the mental impressions, theories, opinions of counsel, calls for a legal opinion.</p> <p>The FEA objects to this interrogatory as it seeks to delve into the minds of counsel and seeks a legal opinion or legal conclusion.</p> <p>The OPC is asking if we have the right and interest for our positions in this case. The decision on whether there is a valid Stipulation and Settlement and whether FEA has the proper rights and interest in this case is up to the Commission to decide.</p>	<p>Improper assertion of privilege and non-responsive.</p>
<p>3c. Did FEA have the right to represent residential customers and small business customers identified by the abbreviation RS(T)-1 and GS(T)-1 in MFR Schedule E-? If FEA's answer is "yes," identify the documents and provisions of law that provide the authorization to represent such interests.</p>	<p>This interrogatory seeks the mental impressions, theories, opinions of counsel, calls for a legal opinion.</p> <p>The FEA objects to this interrogatory as it seeks to delve into the minds of counsel and seeks a legal opinion or legal conclusion.</p> <p>The OPC is asking if we have the rights for our positions in this case. The decision on whether there is a valid Stipulation and Settlement and whether FEA has the proper rights and interest in this case is up to the Commission to decide.</p> <p>However, FEA did not seek to represent and does not represent customers other than who FEA represents by Law. See the Motion to Intervene filed by FEA (Document No. 01267-2025), the Order on Motion to Intervene filed by the Commission (Order No. PSC-2025-0077-PCO-EL), and Settlement Testimony Provided by Michael P. Gorman (Document No. 08979-2025).</p>	<p>Non-responsive</p>

Citizens' Second Set of Interrogatories (Nos. 4-8) to Federal Executive Agencies ("FEA")		
ROG 4 (a-b)	Response	
4a. Please verify FEA's understanding of whether, if the SA is approved as filed, that each of the proposed battery and/or storage projects, including (i) the 522 MW Northwest Florida battery projects in 2025, (ii) the 1,420 MW of battery projects in the 2026 projected test year, (iii) the 820 MW of solar projects in the 2026 projected test year, and (iv) the 820 MW of battery projects in the 2027 projected test year are undisputed for inclusion in the 2026 and 2027 annual revenue increases.	The settlement describes the agreement on cost recovery of battery and storage resource investments in paragraph 13. The SA does specify that FPL will develop battery and storage resources in 2027 through 2029 and recover the cost in the SoBRA. FPL has an obligation to show an economic need or resource/reliability need.	
4b. Please explain FEA's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the revenue increases or the SA as a whole.	The settlement specifies that FPL must demonstrate an economic need and/or a resource reliability need for the battery storage resources. The settlement does not specify how FPL is obligated to make those showings.	
ROG 5	Response	
5. Please refer to paragraphs 4(f) and 13(i). Please explain why FEA believes it is appropriate to increase the monthly credits for the CILC and CDR programs in each year following 2026 with each SoBRA.	FEA is willing to accept the monthly credits for CILC and CDR programs as a component of the settlement agreement which, overall, FEA finds to be fair and reasonable.	
ROG 6 (a-f)	Response	
6a. Please explain FEA's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the SOBRA Mechanism or the SA as a whole.	FEA does not understand the settlement to approve a specific methodology.	

6b. Explain FEA's understanding of the methodology to be used in the calculation of the Cumulative Present Value Revenue Requirement (CPVRR) for the solar projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.	See response to "a" above.	
6c. Explain FEA's understanding of the use of inclusion of non-SOBRA battery and/or solar projects as possible avoidable units in the determination of the CPVRR for solar projects in the future SOBRA proceedings.	See response to "a" above.	
6d. Explain FEA's understanding of whether the SOBRA battery projects must also demonstrate CPVRR benefits. If so, detail what conditions, if any, that the SOBRA battery projects are subject to, and what methodology or limitations would there be on the Commission's or any other party's review in the future SOBRA proceedings. If not, explain why not.	See response to "a" above.	
6e. Explain FEA's understanding of the methodology intended to be used in the determination of reliability need for solar and battery projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.	See response to "a" above.	
6f. Explain FEA's understanding of the methodology that would be used in demonstrating that solar and/or battery project portfolios are the lowest cost resource available to timely meet the resource need. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.	See response to "a" above.	

ROG 7	Response	
<p>7. Please refer to paragraph 21(a). Explain FEA's understanding of how the additional threshold and sharing percentage interacts with Order No. PSC-2024-0078-FOF-EI, specifically paragraph 21(v) of the 2021 Rate Case Settlement and the review and adjustment of the adjustable parameters in the Fuel Cost Recovery Docket. Explain under what circumstances the modified Asset Optimization Program may be changed by the Commission in a later proceeding during the term of the proposed SA, and what participation, if any, FEA or any other party would be allowed in that proceeding.</p>	<p>FEA is willing to accept the settlement agreement as a compromise of all the issues in dispute in this case. Any changes to the Asset Optimization plan will not impact charges to customers until after the SA term is complete.</p>	
ROG 8 (a-f)	Response	
<p>Please refer to paragraph 9 of the proposed Settlement for the following interrogatories.</p> <p>8a. Please verify FEA understands that it has agreed to not oppose allocating all clause factors using a 4 Coincident Peak (CP) and 12 percent Average Demand (AD) methodology for production plant and 4CP methodology for transmission plant.</p>	<p>Yes. Paragraph 9 of the Proposed Settlement Agreement expressly provides that “[a]ll Parties to this Agreement maintain their full rights in the clause dockets but shall not oppose the allocation methodology.”</p>	

<p>8b. Please explain FEA's understanding of the 4CP and 12 percent AD methodology for production plant and 4CP methodology for transmission plant to allocate clause factors. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other non-signatory party's review of this methodology in future clause proceedings.</p>	<p>The 4 CP and 12 percent AD allocation methodology for Production Plant weights 78% of the production plant costs as demand related based on each customer class's contribution to the system's peak demand during the four coincident peak hours of the year and the remaining 12% is weighted as energy related.</p> <p>The 4 CP allocation methodology for Transmission Plant weights 100% of the transmission costs as demand related based on each customer class's contribution to the system's peak demand during the four coincident peak hours of the year.</p> <p>The Proposed Settlement Agreement, if approved by the Commission, is only binding on the signatory parties. Thus, non-signatories would retain all rights and remedies to participate and advocate in FPL's annual clause proceedings as available and permitted by law. If the Commission approves the Proposed Settlement Agreement, FPL would be obligated to comply with the terms of that final order unless and until otherwise modified by subsequent order of the Commission.</p> <p>Thus, if the Proposed Settlement Agreement is approved, FPL would apply the 4 CP and 12 percent AD Production Allocator and the 4 CP Transmission Allocator to all clauses filings and the Commission would review and determine, among other things, whether the cost of service methodology used for that clause filing properly complied with the Commission's final order.</p>	
<p>8c. Please state whether FEA has ever intervened and been a party in any of the clause proceedings during the past 3 years. If yes, please list the year and the specific clause.</p>	<p>OBJECTION: This interrogatory seeks information that is a matter of public record, is unreasonably duplicative, and cumulative.</p> <p>However, FEA has not intervened in clause proceedings in the past 3 years.</p>	
<p>8d. Please indicate whether FEA intends to obtain party status and participate in the upcoming 2025 clause proceedings?</p>	<p>FEA has not had full discovery and seen the administrative record for future proceedings. FEA cannot make that decision at this time. Outside economic factors may change the position of FEA. FEA has made no decisions on future clause proceedings at this time and reserves all rights to intervene as party.</p>	
<p>8e. Please explain whether it is FEA's understanding that the Commission is obligated to approve the 4CP 12 percent AD methodology for production plant and 4CP for transmission plant cost of service methodology in future clause hearings, under the terms of the proposed Settlement.</p>	<p>If the Commission finds that the Proposed Settlement Agreement, when taken as a whole, is in the public interest and approves the Proposed Settlement Agreement, FPL would be obligated to comply with the terms of that final order unless and until otherwise modified by subsequent order of the Commission. Thus, if the Proposed Settlement Agreement is approved, FPL would apply the 4 CP and 12 percent AD Production Allocator and the 12 CP Transmission Allocator to all clauses filings and the Commission would review and determine, among other things, whether the cost of service methodology used for that clause filing properly complied with the Commission's final order.</p>	

<p>8f. Please explain whether FEA agrees to FPL's proposed cost of service methodology (12 CP and 25 percent AD) to allocate production and transmission plant to set base rates.</p>	<p>No. The Proposed Settlement Agreement does not propose to adopt the 12 CP and 25 percent AD methodology for production and transmission plant to set base rates. The Proposed Settlement Agreement applies a "modified equal percentage allocation" methodology used to allocate the revenue requirements. The "modified equal percentage allocation" methodology agreed to in the Proposed Settlement Agreement reflects a negotiated compromise among parties representing diverse customer interests and demonstrates a measured approach that considers the competing cost allocation proposals submitted in this case while achieving the targeted revenue.</p>	
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Attachment E

Citizens' First Set of Interrogatories (Nos. 1-3) to Florida Energy for Innovation Association ("FEIA")		
ROG 1 (a-e)	Response	OPC's Response
1a. Does the phrase "the issues raised in Docket No 20250011-EI" refer to all 130 issues contained in Order No. PSC-2025-0298-PHO-EI?	Yes	
1b. Does this WHEREAS clause indicate that [party] was authorized to enter into the Agreement to resolve each and every one of the 130 issues contained in Order No. PSC-2025-0298-PHO-EI?	FEIA states that the WHEREAS clause referenced in this Interrogatory speaks for itself. FEIA further states that it had authority to enter into the 2025 Stipulation and Settlement Agreement, which, as the agreement expressly states, resolves "the issues raised in Docket No. 20250011-EI."	
1c. If the answer to b. is "no," please indicate on which issues [party] is authorized to enter into an agreement to resolve that issue and please identify the document(s) where [partys] legal authority to participate in an agreement to "resolve the issues raised in Docket No 20250011-EI" is found.	FEIA incorporates its response to Interrogatory No. 1.b as if fully stated herein. FEIA further states that it did not respond "no" to Interrogatory No. 1.b, so there is no information responsive to this Interrogatory.	
1d. If the answer to b. is "yes," please identify the document(s) where [party]'s legal authority to participate in an agreement to "resolve [all of] the issues raised in Docket No 20250011-EI" is found.	FEIA incorporates its response to Interrogatory No. 1.b as if fully stated herein. In addition, FEIA refers Citizens to the following documents produced by FEIA to Citizens on June 18, 2025 in response to FPL's Second Request for Production of Documents (Nos. 4-6) to FEIA, which contain information responsive to this Interrogatory: FEIA's Articles of Incorporation, produced at Bates Nos. FEIA_000194-000200; FEIA's Bylaws, produced at Bates Nos. FEIA_000201-000215; and FEIA's Written Consent to Action of the Board of Directors Taken in Lieu of First and Organizational Meeting of Florida Energy for Innovation Association, Inc., a Florida Not-For-Profit Corporation, produced at Bates Nos. FEIA_000216-000217.	
1e. Please identify the interests represented by party that entitled party and counsel representing party to enter into and sign the agreement to resolve the issues identified in Order No. PSC-2025-0298-PHO.	FEIA objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege or work product doctrine. FEIA further objects to this Interrogatory on the grounds that it seeks an improper legal opinion. Subject to and without waiving the foregoing objections, FEIA refers Citizens to its Motion to Intervene, filed in this docket on May 15, 2025 at DN 03645-2025, and the documents identified in response to Interrogatory No. 1.d, which provide information responsive to this Interrogatory.	

ROG 2 (a-h)	Response	
2a. With respect to the phrase “compromise of their respective positions taken” contained in this WHEREAS clause, does the word “positions taken” refer to the positions taken by FEIA as reflected in Order No. PSC-2025-0298-PHO?	With respect to the phrase “compromise of their respective positions taken” contained in this WHEREAS clause, does the word “positions taken” refer to the positions taken by FEIA as reflected in Order No. PSC-2025-0298-PHO?	
2b. In the context of this WHEREAS clause, please explain as to the meaning of the phrase "in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable"?	FEIA objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege or work product doctrine. FEIA further objects to this Interrogatory on the grounds that it seeks an improper legal opinion. Subject to and without waiving the foregoing objections, FEIA states that the phrase quoted in this Interrogatory speaks for itself. FEIA further refers Citizens to Chapters 350, 366, and 120 of the Florida Statutes, which contain information responsive to this Interrogatory.	Non-responsive and improper assertion of privilege.
2c. Does the phrase "in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable" indicate that for certain issues FEIA has no "rights and interests" to resolve each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?	FEIA objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege or work product doctrine. FEIA further objects to this Interrogatory on the grounds that it seeks an improper legal opinion. Subject to and without waiving the foregoing objections, FEIA states that, the WHEREAS clause referenced in this Interrogatory speaks for itself.	Non-responsive and improper assertion of privilege.
2d. If the answer to c. is "yes," please identify each of the issues that FEIA does have a "right and interest" to resolve.	If the answer to c. is “yes,” please identify each of the issues that FEIA does have a “right and interest” to resolve?	
2e. If FEIA has no right or interest to take an affirmative position on any one or more of the 130 issues identified in Order No. PSC-2025-0298-PHO, can FEIA nevertheless compromise on the specific issue(s)? If the answer is yes, did FEIA so compromise relative to such issues?	FEIA objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege or work product doctrine. FEIA further objects to this Interrogatory on the grounds that it seeks an improper legal opinion. In addition, FEIA objects to this Interrogatory on the grounds that it presents an improper hypothetical not based on facts asserted or established in this proceeding.	Non-responsive and improper assertion of privilege.
2f. Please identify the specific issue identified in Order No. PSC-2025-0298-PHO upon which FEIA reached a compromise.	Please identify the specific issue identified in Order No. PSC-2025-0298-PHO upon which FEIA reached a compromise.	
2g. Did FEIA have the right and interest to both take a position and compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?	FEIA objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege or work product doctrine. FEIA further objects to this Interrogatory on the grounds that it seeks an improper legal opinion.	Non-responsive and improper assertion of privilege.

2h. If FEIA stated in f. that FEIA had a right and interest to compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO, please identify the document(s) from which arise such rights and interests that FEIA compromised.		
ROG 3 (a-c)	Response	
3a. Please describe the consideration that FEIA gave where FEIA took no position on certain issues or when FEIA lacked a right or interest to compromise on such an issue or issues?	FEIA objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege or work product doctrine. FEIA further objects to this Interrogatory on the grounds that it seeks an improper legal opinion. In addition, FEIA objects to this Interrogatory because it seeks information regarding settlement negotiations that are confidential and inadmissible pursuant to section 90.408, Florida Statutes, Order No. PSC-2020-0438-PCO-EI, and the non-disclosure agreement entered by the parties to the 2025 Stipulation and Settlement Agreement. Subject to and without waiving the foregoing objections, FEIA refers Citizens to the 2025 Stipulation and Settlement Agreement, filed in this docket on August 20, 2025 at DN08075-2025, which reflects the final terms of the parties' agreement, including the final concessions made by the parties to the agreement.	Non-responsive and improper assertion of privilege.
3b. Please state whether FEIA possessed the right and interest to provide consideration on behalf of a represented interest on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO.	FEIA objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege or work product doctrine. FEIA further objects to this Interrogatory on the grounds that it seeks an improper legal opinion. In addition, FEIA objects to this Interrogatory on the grounds that it is ambiguous and confusing as "represented interest" is not a defined term and is not a term generally understood or used by FEIA.	Non-responsive and improper assertion of privilege.
3c. Did FEIA have the right to represent residential customers and small business customers identified by the abbreviation RS(T)-1 and GS(T)-1 in MFR Schedule E-? If FEIA's answer is "yes," identify the documents and provisions of law that provide the authorization to represent such interests.	FEIA objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege or work product doctrine. FEIA further objects to this Interrogatory on the grounds that it seeks an improper legal opinion. In addition, FEIA objects to this Interrogatory because it constitutes an adversarial interrogation of FPL customers that OPC has a duty to represent. Subject to and without waiving the foregoing objections, FEIA states that it represents its members. FEIA further states that it has members who receive service from FPL under the RS(T)-1 and GS(T)-1 rate classes.	

Citizens' Second Set of Interrogatories (Nos. 4-8) to Florida Energy for Innovation Association ("FEIA")		
ROG 4 (a-b)	Response	
4a. Please verify FEIA's understanding of whether, if the SA is approved as filed, that each of the proposed battery and/or storage projects, including (i) the 522 MW Northwest Florida battery projects in 2025, (ii) the 1,420 MW of battery projects in the 2026 projected test year, (iii) the 820 MW of solar projects in the 2026 projected test year, and (iv) the 820 MW of battery projects in the 2027 projected test year are undisputed for inclusion in the 2026 and 2027 annual revenue increases.	FEIA objects to this Interrogatory because it appears to be copied verbatim from Staff's Second Set of Interrogatories (Nos. 10-13) to FEIA ("Staff's Second Interrogatories to FEIA"), No. 10.a, (which FEIA answered on September 3, 2025) and is therefore redundant, cumulative, and needlessly increases the cost of litigation. Subject to and without waiving the foregoing objections, please see FEIA's Responses and Objections to Staff's Second Interrogatories to FEIA ("FEIA's Responses to Staff's Second Interrogatories"), No. 10.a, a copy of which is provided herewith.	Non-responsive.
4b. Please explain FEIA's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the revenue increases or the SA as a whole.	FEIA objects to this Interrogatory because it appears to be copied verbatim from Staff's Second Interrogatories to FEIA, No. 10.b, (which FEIA answered on September 3, 2025) and is therefore redundant, cumulative, and needlessly increases the cost of litigation. Subject to and without waiving the foregoing objections, please see FEIA's Responses to Staff's Second Interrogatories, No. 10.b, a copy of which is provided herewith.	Non-responsive
ROG 5	Response	
5. Please refer to paragraphs 4(f) and 13(i). Please explain why FEIA believes it is appropriate to increase the monthly credits for the CILC and CDR programs in each year following 2026 with each SoBRA.	FEIA is willing to accept the monthly credits for CILC and CDR programs as a component of the settlement agreement which, overall, FEIA finds to be fair and reasonable.	
ROG 6 (a-f)	Response	
6a. Please explain FEIA's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the SOBRA Mechanism or the SA as a whole.	FEIA objects to this Interrogatory because it appears to be copied verbatim from Staff's Second Interrogatories to FEIA, No. 12.a, (which FEIA answered on September 3, 2025) and is therefore redundant, cumulative, and needlessly increases the cost of litigation. Subject to and without waiving the foregoing objections, please see FEIA's Responses to Staff's Second Interrogatories, No. 12.a, a copy of which is provided herewith.	Non-responsive

6b. Explain FEIA's understanding of the methodology to be used in the calculation of the Cumulative Present Value Revenue Requirement (CPVRR) for the solar projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.	FEIA objects to this Interrogatory because it appears to be copied verbatim from Staff's Second Interrogatories to FEIA, No. 12.b, (which FEIA answered on September 3, 2025) and is therefore redundant, cumulative, and needlessly increases the cost of litigation. Subject to and without waiving the foregoing objections, please see FEIA's Responses to Staff's Second Interrogatories, No. 12.b, a copy of which is provided herewith.	Non-responsive
6c. Explain FEIA's understanding of the use of inclusion of non-SOBRA battery and/or solar projects as possible avoidable units in the determination of the CPVRR for solar projects in the future SOBRA proceedings.	FEIA objects to this Interrogatory because it appears to be copied verbatim from Staff's Second Interrogatories to FEIA, No. 12.c, (which FEIA answered on September 3, 2025) and is therefore redundant, cumulative, and needlessly increases the cost of litigation. Subject to and without waiving the foregoing objections, please see FEIA's Responses to Staff's Second Interrogatories, No. 12.c, a copy of which is provided herewith.	Non-responsive
6d. Explain FEIA's understanding of whether the SOBRA battery projects must also demonstrate CPVRR benefits. If so, detail what conditions, if any, that the SOBRA battery projects are subject to, and what methodology or limitations would there be on the Commission's or any other party's review in the future SOBRA proceedings. If not, explain why not.	FEIA objects to this Interrogatory because it appears to be copied verbatim from Staff's Second Interrogatories to FEIA, No. 12.d, (which FEIA answered on September 3, 2025) and is therefore redundant, cumulative, and needlessly increases the cost of litigation. Subject to and without waiving the foregoing objections, please see FEIA's Responses to Staff's Second Interrogatories, No. 12.d, a copy of which is provided herewith.	Non-responsive
6e. Explain FEIA's understanding of the methodology intended to be used in the determination of reliability need for solar and battery projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.	FEIA objects to this Interrogatory because it appears to be copied verbatim from Staff's Second Interrogatories to FEIA, No. 12.e, (which FEIA answered on September 3, 2025) and is therefore redundant, cumulative, and needlessly increases the cost of litigation. Subject to and without waiving the foregoing objections, please see FEIA's Responses to Staff's Second Interrogatories, No. 12.e, a copy of which is provided herewith.	Non-responsive
6f. Explain FEIA's understanding of the methodology that would be used in demonstrating that solar and/or battery project portfolios are the lowest cost resource available to timely meet the resource need. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.	FEIA objects to this Interrogatory because it appears to be copied verbatim from Staff's Second Interrogatories to FEIA, No. 12.f, (which FEIA answered on September 3, 2025) and is therefore redundant, cumulative, and needlessly increases the cost of litigation. Subject to and without waiving the foregoing objections, please see FEIA's Responses to Staff's Second Interrogatories, No. 12.f, a copy of which is provided herewith.	Non-responsive

ROG 7	Response	
<p>7. Please refer to paragraph 21(a). Explain FEIA's understanding of how the additional threshold and sharing percentage interacts with Order No. PSC-2024-0078-FOF-EI, specifically paragraph 21(v) of the 2021 Rate Case Settlement and the review and adjustment of the adjustable parameters in the Fuel Cost Recovery Docket. Explain under what circumstances the modified Asset Optimization Program may be changed by the Commission in a later proceeding during the term of the proposed SA, and what participation, if any, FEIA or any other party would be allowed in that proceeding.</p>	<p>FEIA objects to this Interrogatory because it appears to be copied verbatim from Staff's Second Interrogatories to FEIA, No. 13, (which FEIA answered on September 3, 2025) and is therefore redundant, cumulative, and needlessly increases the cost of litigation. Subject to and without waiving the foregoing objections, please see FEIA's Responses to Staff's Second Interrogatories, No. 13, a copy of which is provided herewith.</p>	<p>Non-responsive</p>
ROG 8 (a-f)	Response	
<p>Please refer to paragraph 9 of the proposed Settlement for the following interrogatories.</p> <p>8a. Please verify FEIA understands that it has agreed to not oppose allocating all clause factors using a 4 Coincident Peak (CP) and 12 percent Average Demand (AD) methodology for production plant and 4CP methodology for transmission plant.</p>	<p>FEIA objects to this Interrogatory because it appears to be copied verbatim from Staff's Third Set of Interrogatories (No. 14) to FEIA ("Staff's Third Interrogatories to FEIA), No. 14.a, (which FEIA answered on September 11, 2025) and is therefore redundant, cumulative, and needlessly increases the cost of litigation. Subject to and without waiving the foregoing objections, please see FEIA's Responses and Objections to Staff's Third Interrogatories to FEIA ("FEIA's Responses to Staff's Third Interrogatories "), No. 14.a, a copy of which is provided herewith.</p>	<p>Non-responsive</p>
<p>8b. Please explain FEIA's understanding of the 4CP and 12 percent AD methodology for production plant and 4CP methodology for transmission plant to allocate clause factors. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other non-signatory party's review of this methodology in future clause proceedings.</p>	<p>FEIA objects to this Interrogatory because it appears to be copied verbatim from Staff's Third Interrogatories to FEIA, No. 14.b, (which FEIA answered on September 11, 2025) and is therefore redundant, cumulative, and needlessly increases the cost of litigation. Subject to and without waiving the foregoing objections, please see FEIA's Responses to Staff's Third Interrogatories, No. 14.b, a copy of which is provided herewith.</p>	<p>Non-responsive</p>
<p>8c. Please state whether FEIA has ever intervened and been a party in any of the clause proceedings during the past 3 years. If yes, please list the year and the specific clause.</p>	<p>FEIA objects to this Interrogatory because it appears to be copied verbatim from Staff's Third Interrogatories to FEIA, No. 14.c, (which FEIA answered on September 11, 2025) and is therefore redundant, cumulative, and needlessly increases the cost of litigation. Subject to and without waiving the foregoing objections, please see FEIA's Responses to Staff's Third Interrogatories, No. 14.c, a copy of which is provided herewith.</p>	<p>Non-responsive</p>

8d. Please indicate whether FEIA intends to obtain party status and participate in the upcoming 2025 clause proceedings?	FEIA objects to this Interrogatory because it appears to be copied verbatim from Staff's Third Interrogatories to FEIA, No. 14.d, (which FEIA answered on September 11, 2025) and is therefore redundant, cumulative, and needlessly increases the cost of litigation. Subject to and without waiving the foregoing objections, please see FEIA's Responses to Staff's Third Interrogatories, No. 14.d, a copy of which is provided herewith.	Non-responsive
8e. Please explain whether it is FEIA's understanding that the Commission is obligated to approve the 4CP 12 percent AD methodology for production plant and 4CP for transmission plant cost of service methodology in future clause hearings, under the terms of the proposed Settlement.	FEIA objects to this Interrogatory because it appears to be copied verbatim from Staff's Third Interrogatories to FEIA, No. 14.e, (which FEIA answered on September 11, 2025) and is therefore redundant, cumulative, and needlessly increases the cost of litigation. Subject to and without waiving the foregoing objections, please see FEIA's Responses to Staff's Third Interrogatories, No. 14.e, a copy of which is provided herewith.	Non-responsive
8f. Please explain whether FEIA agrees to FPL's proposed cost of service methodology (12 CP and 25 percent AD) to allocate production and transmission plant to set base rates.	FEIA objects to this Interrogatory because it appears to be copied verbatim from Staff's Third Interrogatories to FEIA, No. 14.f, (which FEIA answered on September 11, 2025) and is therefore redundant, cumulative, and needlessly increases the cost of litigation. Subject to and without waiving the foregoing objections, please see FEIA's Responses to Staff's Third Interrogatories, No. 14.f, a copy of which is provided herewith.	Non-responsive

Attachment F

Citizens' First Set of Interrogatories (Nos. 1-3) to Florida Industrial Power Users Group ("FIPUG")		
ROG 1 (a-e)	Response	OPC's Response
1a. Does the phrase "the issues raised in Docket No 20250011-EI" refer to all 130 issues contained in Order No. PSC-2025-0298-PHO-EI?	Notwithstanding and subject to the objections stated above, the nature of this Settlement Agreement, as with past comprehensive settlement agreements considered and approved by the Florida Public Service Commission and the Florida Supreme Court, resolves all issues in the case.	
1b. Does this WHEREAS clause indicate that [party] was authorized to enter into the Agreement to resolve each and every one of the 130 issues contained in Order No. PSC-2025-0298-PHO-EI?	See FIPUG's objections stated above. This question appears to misstate the actual language of the Whereas clause cited in the question and, in any event, calls for a legal conclusion. Notwithstanding and subject to the objections stated above, as has been the case in previous FPL rate case settlement agreements, FIPUG entered into the Settlement Agreement and and was authorized so.	
1c. If the answer to b. is "no," please indicate on which issues [party] is authorized to enter into an agreement to resolve that issue and please identify the document(s) where [partys] legal authority to participate in an agreement to "resolve the issues raised in Docket No 20250011-EI" is found.	N/A	
1d. If the answer to b. is "yes," please identify the document(s) where [party]'s legal authority to participate in an agreement to "resolve [all of] the issues raised in Docket No 20250011-EI" is found.	See FIPUG's objections stated above and the Order Granting Intervention of Florida Industrial Power Users Group, Order No. PSC-2025-0080-PCO-EI, issued March 17, 2025. Additionally, please see the PSC staff e-mail of September 10, 2025 (Shaw Stiller at 10:47 a.m.) advising that additional issues proposed by OPC, which included proposed issue number 6, "Validity of Proposed Stipulation and Settlement Agreements) as set forth in OPC's e-mail of September 7, 2025 (Mary Wessling at 3:52 p.m.) are not properly before the Commission at this time. Notwithstanding and subject to the objections stated above, FIPUG's counsel's communications with FIPUG companies regarding the Settlement Agreement and its approval by FIPUG are protected by the attorney client privilege.	Improper assertion of privilege
1e. Please identify the interests represented by party that entitled party and counsel representing party to enter into and sign the agreement to resolve the issues identified in Order No. PSC-2025-0298-PHO.	Notwithstanding and subject to the objections stated above, see FIPUG's Petition to Intervene filed in this proceeding on February 10, 2025, and the Order Granting Intervention of Florida Industrial Power Users Group, Order No. PSC-2025-0080-PCO-EI, issued March 17, 2025.	

ROG 2 (a-h)	Response	
2a. With respect to the phrase "compromise of their respective positions taken" contained in this WHEREAS clause, does the word "positions taken" refer to the positions taken by FIPUG as reflected in Order No. PSC-2025-0298-PHO?	Notwithstanding and subject to the objections stated above, Yes, and otherwise, such as positions taken during negotiations protected by a non-disclosure agreement.	
2b. In the context of this WHEREAS clause, please explain as to the meaning of the phrase "in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable"?	See FIPUG's objections stated above. This question calls for a legal opinion and conclusion. Notwithstanding and subject to the objections stated above, the statutory provisions cited speak for themselves regarding the rights and interests conferred.	Non-Responsive
2c. Does the phrase "in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable" indicate that for certain issues FIPUG has no "rights and interests" to resolve each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?	See FIPUG's objections stated above. This question calls for a legal opinion and conclusion.	Non-Responsive
2d. If the answer to c. is "yes," please identify each of the issues that FIPUG does have a "right and interest" to resolve.	See FIPUG's objections stated above. This question calls for a legal opinion and conclusion.	Non-Responsive
2e. If FIPUG has no right or interest to take an affirmative position on any one or more of the 130 issues identified in Order No. PSC-2025-0298-PHO, can FIPUG nevertheless compromise on the specific issue(s)? If the answer is yes, did FIPUG so compromise relative to such issues?	See FIPUG's objections stated above. This question calls for a legal opinion and conclusion.	Non-Responsive
2f. Please identify the specific issue identified in Order No. PSC-2025-0298-PHO upon which FIPUG reached a compromise.	See FIPUG's objections stated above. This question calls for a legal opinion and conclusion.	Non-Responsive
2g. Did FIPUG have the right and interest to both take a position and compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?	See FIPUG's objections stated above. This question calls for a legal opinion and conclusion.	Non-Responsive

2h. If FIPUG stated in f. that FIPUG had a right and interest to compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO, please identify the document(s) from which arise such rights and interests that FIPUG compromised.	n/a	Non-Responsive
ROG 3 (a-c)	Response	
3a. Please describe the consideration that FIPUG gave where FIPUG took no position on certain issues or when FIPUG lacked a right or interest to compromise on such an issue or issues?	See FIPUG's objections stated above. This question calls for a legal opinion and conclusion.	Non-Responsive
3b. Please state whether FIPUG possessed the right and interest to provide consideration on behalf of a represented interest on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO.	See FIPUG's objections stated above. This question calls for a legal opinion and conclusion.	Non-Responsive
3c. Did FIPUG have the right to represent residential customers and small business customers identified by the abbreviation RS(T)-1 and GS(T)-1 in MFR Schedule E-? If FIPUG's answer is "yes," identify the documents and provisions of law that provide the authorization to represent such interests.	See FIPUG's objections stated above. The question mischaracterizes the statement of interests contained in FIPUG's Petition to Intervene filed in this proceeding on February 10, 2025. Notwithstanding and subject to these objections, FIPUG's rights as an intervenor stem from the Order Granting Intervention of Florida Industrial Power Users Group, Order No. PSC-2025-0080-PCO-EI, issued March 17, 2025, authorizing FIPUG's party status. FIPUG represents the interests of large commercial and industrial customers, not residential customers.	
Citizens' Second Set of Interrogatories (Nos. 4-8) to Florida Industrial Power Users Group ("FIPUG")		
ROG 4 (a-b)	Response	
4a. Please verify FIPUG's understanding of whether, if the SA is approved as filed, that each of the proposed battery and/or storage projects, including (i) the 522 MW Northwest Florida battery projects in 2025, (ii) the 1,420 MW of battery projects in the 2026 projected test year, (iii) the 820 MW of solar projects in the 2026 projected test year, and (iv) the 820 MW of battery projects in the 2027 projected test year are undisputed for inclusion in the 2026 and 2027 annual revenue increases.	Yes. See FPL's Response to Staff's 24th Set of Interrogatories No. 514.	

4b. Please explain FIPUG's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the revenue increases or the SA as a whole.	The SA does not limit in any way the Commission's ability to review FPL's current resource planning criteria. Also see FPL's Response to Staff's 24th Set of Interrogatories No. 530.	
ROG 5	Response	
5. Please refer to paragraphs 4(f) and 13(i). Please explain why FIPUG believes it is appropriate to increase the monthly credits for the CILC and CDR programs in each year following 2026 with each SoBRA.	As discussed in the testimony sponsored by FIPUG witness, Jonathan Ly, and FRF witness, Tony Georgis, a cost-based monthly credit for the CILC and CDR programs is closer to \$12 per kW-month. As the SA would set the credit to \$9.75/kW, it is reasonable to allow the credit to escalate the same as all other base rate charges and credits in subsequent SoBRAs. This treatment is also consistent with past practice (please see FPL's Response to Staff's 24th Set of Interrogatories No. 521.)	
ROG 6 (a-f)	Response	
6a. Please explain FIPUG's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the SOBRA Mechanism or the SA as a whole.	Please see FIPUG's Response to Citizens' Second Set of Interrogatories, question 4b.	
6b. Explain FIPUG's understanding of the methodology to be used in the calculation of the Cumulative Present Value Revenue Requirement (CPVRR) for the solar projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.	Prior to authorizing cost recovery, FPL must demonstrate that each solar project is cost-effective within the first ten years of service and further, that the costs incurred are reasonable. Cost-effectiveness is defined in FPL's Response to Staff's 24th Set of Interrogatories No. 527. All parties have a right to fully participate in any SoBRA proceeding.	
6c. Explain FIPUG's understanding of the use of inclusion of non-SOBRA battery and/or solar projects as possible avoidable units in the determination of the CPVRR for solar projects in the future SOBRA proceedings.	The SA does not specify that non-SoBRA battery and/or solar projects would be avoidable in determining the CPVRR for future SoBRA solar projects.	

6d. Explain FIPUG's understanding of whether the SOBRA battery projects must also demonstrate CPVRR benefits. If so, detail what conditions, if any, that the SOBRA battery projects are subject to, and what methodology or limitations would there be on the Commission's or any other party's review in the future SOBRA proceedings. If not, explain why not.	FPL must demonstrate that (1) a SoBRA battery storage project is required to fulfill a reliability need, (2) the selected portfolio of projects are the lowest cost resource available to timely meet the resource need, and (3) the overall costs are reasonable. However, the SA does not preclude a party from challenging whether a SoBRA battery storage project is the most cost-effective alternative to meet the identified reliability need.	
6e. Explain FIPUG's understanding of the methodology intended to be used in the determination of reliability need for solar and battery projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.	The SA identifies the resource planning criteria that FPL will use to demonstrate the need for and cost effectiveness of planned solar and battery storage project portfolios. However, this does not preclude a party or the Commission from challenging the planning criteria, proposing alternative criteria, or proposing a different method for determining the CPVRR. Please refer to FIPUG's Response to Citizens' Second Set of Interrogatories, question 4b.	
6f. Explain FIPUG's understanding of the methodology that would be used in demonstrating that solar and/or battery project portfolios are the lowest cost resource available to timely meet the resource need. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.	The SA does not preclude any party from employing any methodology to demonstrate that the solar projects are cost effective (as defined in the SA) and whether the solar and/or battery project portfolios are the lowest cost resource timely available to meet a projected reliability need.	
ROG 7	Response	
7. Please refer to paragraph 21(a). Explain FIPUG's understanding of how the additional threshold and sharing percentage interacts with Order No. PSC-2024-0078-FOF-EI, specifically paragraph 21(v) of the 2021 Rate Case Settlement and the review and adjustment of the adjustable parameters in the Fuel Cost Recovery Docket. Explain under what circumstances the modified Asset Optimization Program may be changed by the Commission in a later proceeding during the term of the proposed SA, and what participation, if any, FIPUG or any other party would be allowed in that proceeding.	The Commission continues to have ongoing oversight authority including the right to review and adjust the parameters. Please see FPL's Response to Staff's Twenty-Fourth Set of Interrogatories, No. 535.	

ROG 8 (a-f)	Response	
<p>Please refer to paragraph 9 of the proposed Settlement for the following interrogatories.</p> <p>8a. Please verify FIPUG understands that it has agreed to not oppose allocating all clause factors using a 4 Coincident Peak (CP) and 12 percent Average Demand (AD) methodology for production plant and 4CP methodology for transmission plant.</p>	<p>Paragraph 9 establishes the methodology that will be used to allocate costs in all clause factors until at least the conclusion of FPL's next rate case.</p>	
<p>8b. Please explain FIPUG's understanding of the 4CP and 12 percent AD methodology for production plant and 4CP methodology for transmission plant to allocate clause factors. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other non-signatory party's review of this methodology in future clause proceedings.</p>	<p>The 4 CP + 12 percent AD allocation methodology for Production Plant weights 88% of the production plant costs as demand related based on each customer class's contribution to the system's peak demand during the four coincident peak hours of the year and the remaining 12% is weighted as energy related. The 4 CP allocation methodology for Transmission Plant weights 100% of the transmission costs as demand related based on each customer class's contribution to the system's peak demand during the four coincident peak hours of the year. Also, please see FIPUG's response to part a. of this interrogatory.</p>	
<p>8c. Please state whether FIPUG has ever intervened and been a party in any of the clause proceedings during the past 3 years. If yes, please list the year and the specific clause.</p>	<p>See FIPUG's Response to Staff's Fourth Set of Interrogatories 8c.</p>	<p>Non-Responsive</p>
<p>8d. Please indicate whether FIPUG intends to obtain party status and participate in the upcoming 2025 clause proceedings?</p>	<p>See FIPUG's Response to Staff's Fourth Set of Interrogatories 8d.</p>	<p>Non-Responsive</p>
<p>8e. Please explain whether it is FIPUG's understanding that the Commission is obligated to approve the 4CP 12 percent AD methodology for production plant and 4CP for transmission plant cost of service methodology in future clause hearings, under the terms of the proposed Settlement.</p>	<p>See FIPUG's Response to part a of this interrogatory.</p>	<p>Non-Responsive</p>
<p>8f. Please explain whether FIPUG agrees to FPL's proposed cost of service methodology (12 CP and 25 percent AD) to allocate production and transmission plant to set base rates.</p>	<p>See FIPUG's Response to Staff's Fourth Set of Interrogatories 8f.</p>	<p>Non-Responsive</p>

Attachment G

Citizens' First Set of Interrogatories (Nos. 1-3) to Florida Retail Federation ("FRF")		
ROG 1 (a-e)	Response	OPC's Response
1a. Does the phrase "the issues raised in Docket No 20250011-EI" refer to all 130 issues contained in Order No. PSC-2025-0298-PHO-EI?	Notwithstanding and subject to the objections stated above, Yes.	
1b. Does this WHEREAS clause indicate that [party] was authorized to enter into the Agreement to resolve each and every one of the 130 issues contained in Order No. PSC-2025-0298-PHO-EI?	<p>FRF objects to these questions, including each subpart (a) through (e), because each calls for a legal conclusion. The authority of parties, including FRF, to participate in proceedings, including entering into a settlement agreement is a legal question. Additionally, the Order Granting Intervention of Florida Retail Federation, Order No. PSC-2025-0130-PCO-EI, issued April 16, 2025, granted FRF full party status and did not limit the scope of FRF's intervention in this proceeding. Finally, FRF objects to these questions to the extent that they mischaracterize the statements in the Settlement Agreement filed on August 20, 2025.</p> <p>See FRF's objections stated above. This question mischaracterizes the language of the Whereas clause cited in the question and, in any event, calls for a legal conclusion.</p>	Non-Responsive
1c. If the answer to b. is "no," please indicate on which issues [party] is authorized to enter into an agreement to resolve that issue and please identify the document(s) where [partys] legal authority to participate in an agreement to "resolve the issues raised in Docket No 20250011-EI" is found.	N/A	
1d. If the answer to b. is "yes," please identify the document(s) where [party]'s legal authority to participate in an agreement to "resolve [all of] the issues raised in Docket No 20250011-EI" is found.	See FRF's objections stated above and the Order Granting Intervention of Florida Retail Federation, Order No. PSC-2025-0130-PCO-EI, issued April 16, 2025.	
1e. Please identify the interests represented by party that entitled party and counsel representing party to enter into and sign the agreement to resolve the issues identified in Order No. PSC-2025-0298-PHO.	Notwithstanding and subject to the objections stated above, Please see FRF's Petition to intervene filed in this proceeding on March 31, 2025, and the Order Granting Intervention of Florida Retail Federation, Order No. PSC-2025-0130-PCO-EI, issued April 16, 2025.	

ROG 2 (a-h)	Response	
2a. With respect to the phrase "compromise of their respective positions taken" contained in this WHEREAS clause, does the word "positions taken" refer to the positions taken by FRF as reflected in Order No. PSC-2025-0298-PHO?	Notwithstanding and subject to the objections stated above, Yes.	
2b. In the context of this WHEREAS clause, please explain as to the meaning of the phrase "in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable"?	<p>FRF objects to these questions, including each subpart (a) through (e), because each calls for a legal conclusion. The authority of parties, including FRF, to participate in proceedings, including entering into a settlement agreement is a legal question. Additionally, the Order Granting Intervention of Florida Retail Federation, Order No. PSC-2025-0130-PCO-EI, issued April 16, 2025, granted FRF full party status and did not limit the scope of FRF's intervention in this proceeding.</p> <p>See FRF's objections stated above. This question calls for a legal conclusion.</p>	Non-Responsive
2c. Does the phrase "in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable" indicate that for certain issues FRF has no "rights and interests" to resolve each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?	See FRF's objections stated above. This question calls for a legal conclusion.	Non-Responsive
2d. If the answer to c. is "yes," please identify each of the issues that FRF does have a "right and interest" to resolve.	See FRF's objections stated above. This question calls for a legal conclusion.	Non-Responsive
2e. If FRF has no right or interest to take an affirmative position on any one or more of the 130 issues identified in Order No. PSC-2025-0298-PHO, can FRF nevertheless compromise on the specific issue(s)? If the answer is yes, did FRF so compromise relative to such issues?	See FRF's objections stated above. This question calls for a legal conclusion.	Non-Responsive
2f. Please identify the specific issue identified in Order No. PSC-2025-0298-PHO upon which FRF reached a compromise.	See FRF's objections stated above. This question calls for a legal conclusion.	Non-Responsive
2g. Did FRF have the right and interest to both take a position and compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?	See FRF's objections stated above. This question calls for a legal conclusion.	Non-Responsive

2h. If FRF stated in f. that FRF had a right and interest to compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO, please identify the document(s) from which arise such rights and interests that FRF compromised.	Not applicable.	Non-Responsive
ROG 3 (a-c)		
3a. Please describe the consideration that FRF gave where FRF took no position on certain issues or when FRF lacked a right or interest to compromise on such an issue or issues?	See FRF's objections stated above. This question calls for a legal conclusion.	Non-Responsive
3b. Please state whether FRF possessed the right and interest to provide consideration on behalf of a represented interest on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO.	See FRF's objections stated above. This question calls for a legal conclusion.	Non-Responsive
3c. Did FRF have the right to represent residential customers and small business customers identified by the abbreviation RS(T)-1 and GS(T)-1 in MFR Schedule E-? If FRF's answer is "yes," identify the documents and provisions of law that provide the authorization to represent such interests.	See FRF's objections stated above. The question mischaracterizes the statement of interests contained in FRF's Petition to Intervene filed in this proceeding on March 31, 2025. Notwithstanding and subject to these objections, FRF's rights as an intervenor stem from the Order Granting Intervention of Florida Retail Federation, Order No. PSC-2025-0130-PCO-EI, issued April 16, 2025, authorizing FRF's full and unlimited party status.	

Citizens' Second Set of Interrogatories (Nos. 4-8) to Florida Retail Federation ("FRF")		
ROG 4 (a-b)	Response	
4a. Please verify FRF's understanding of whether, if the SA is approved as filed, that each of the proposed battery and/or storage projects, including (i) the 522 MW Northwest Florida battery projects in 2025, (ii) the 1,420 MW of battery projects in the 2026 projected test year, (iii) the 820 MW of solar projects in the 2026 projected test year, and (iv) the 820 MW of battery projects in the 2027 projected test year are undisputed for inclusion in the 2026 and 2027 annual revenue increases.	Notwithstanding and subject to FRF's specific objections stated above, please see FRF's response to Staff's Second Set of Interrogatories to FRF, No. 2, and Florida Power & Light Company's ("FPL's") responses to Staff's Twenty-Fourth Set of Interrogatories to FPL, Nos. 514 and 516.	Non-Responsive
4b. Please explain FRF's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the revenue increases or the SA as a whole.	Notwithstanding and subject to FRF's specific objections stated above, please see FRF's response to Staff's Second Set of Interrogatories to FRF, No. 2, and Florida Power & Light Company's ("FPL's") responses to Staff's Twenty-Fourth Set of Interrogatories to FPL, Nos. 514 and 516.	Non-Responsive
ROG 5	Response	
5. Please refer to paragraphs 4(f) and 13(i). Please explain why FRF believes it is appropriate to increase the monthly credits for the CILC and CDR programs in each year following 2026 with each SoBRA.	Please see FRF's response to Staff's Second Set of Interrogatories to FRF, No. 3.	Non-Responsive
ROG 6 (a-f)	Response	
6a. Please explain FRF's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the SOBRA Mechanism or the SA as a whole.	Please see FRF's specific objections stated above and FRF's response to Staff's Second Set of Interrogatories to FRF, No. 4, and FPL's responses to Staff's Twenty-Fourth Set of Interrogatories to FPL, Nos. 516, 523, 527, 528, 529, 530, & 531. Additionally, it is FRF's position that the terms of the Settlement Agreement do not place any limitations on the Commission and/or any party's ability to review or take positions in any future SOBRA proceedings.	Non-Responsive

<p>6b. Explain FRF's understanding of the methodology to be used in the calculation of the Cumulative Present Value Revenue Requirement (CPVRR) for the solar projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.</p>	<p>Please see FRF's specific objections stated above and FRF's response to Staff's Second Set of Interrogatories to FRF, No. 4, and FPL's responses to Staff's Twenty-Fourth Set of Interrogatories to FPL, Nos. 516, 523, 527, 528, 529, 530, & 531. Additionally, it is FRF's position that the terms of the Settlement Agreement do not place any limitations on the Commission and/or any party's ability to review or take positions in any future SOBRA proceedings.</p>	<p>Non-Responsive</p>
<p>6c. Explain FRF's understanding of the use of inclusion of non-SOBRA battery and/or solar projects as possible avoidable units in the determination of the CPVRR for solar projects in the future SOBRA proceedings.</p>	<p>Please see FRF's specific objections stated above and FRF's response to Staff's Second Set of Interrogatories to FRF, No. 4, and FPL's responses to Staff's Twenty-Fourth Set of Interrogatories to FPL, Nos. 516, 523, 527, 528, 529, 530, & 531. Additionally, it is FRF's position that the terms of the Settlement Agreement do not place any limitations on the Commission and/or any party's ability to review or take positions in any future SOBRA proceedings.</p>	<p>Non-Responsive</p>
<p>6d. Explain FRF's understanding of whether the SOBRA battery projects must also demonstrate CPVRR benefits. If so, detail what conditions, if any, that the SOBRA battery projects are subject to, and what methodology or limitations would there be on the Commission's or any other party's review in the future SOBRA proceedings. If not, explain why not.</p>	<p>Please see FRF's specific objections stated above and FRF's response to Staff's Second Set of Interrogatories to FRF, No. 4, and FPL's responses to Staff's Twenty-Fourth Set of Interrogatories to FPL, Nos. 516, 523, 527, 528, 529, 530, & 531. Additionally, it is FRF's position that the terms of the Settlement Agreement do not place any limitations on the Commission and/or any party's ability to review or take positions in any future SOBRA proceedings.</p>	<p>Non-Responsive</p>
<p>6e. Explain FRF's understanding of the methodology intended to be used in the determination of reliability need for solar and battery projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.</p>	<p>Please see FRF's specific objections stated above and FRF's response to Staff's Second Set of Interrogatories to FRF, No. 4, and FPL's responses to Staff's Twenty-Fourth Set of Interrogatories to FPL, Nos. 516, 523, 527, 528, 529, 530, & 531. Additionally, it is FRF's position that the terms of the Settlement Agreement do not place any limitations on the Commission and/or any party's ability to review or take positions in any future SOBRA proceedings.</p>	<p>Non-Responsive</p>

6f. Explain FRF's understanding of the methodology that would be used in demonstrating that solar and/or battery project portfolios are the lowest cost resource available to timely meet the resource need. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.	Please see FRF's specific objections stated above and FRF's response to Staff's Second Set of Interrogatories to FRF, No. 4, and FPL's responses to Staff's Twenty-Fourth Set of Interrogatories to FPL, Nos. 516, 523, 527, 528, 529, 530, & 531. Additionally, it is FRF's position that the terms of the Settlement Agreement do not place any limitations on the Commission and/or any party's ability to review or take positions in any future SOBRA proceedings.	Non-Responsive
ROG 7	Response	
7. Please refer to paragraph 21(a). Explain FRF's understanding of how the additional threshold and sharing percentage interacts with Order No. PSC-2024-0078-FOF-EI, specifically paragraph 21(v) of the 2021 Rate Case Settlement and the review and adjustment of the adjustable parameters in the Fuel Cost Recovery Docket. Explain under what circumstances the modified Asset Optimization Program may be changed by the Commission in a later proceeding during the term of the proposed SA, and what participation, if any, FRF or any other party would be allowed in that proceeding.	Notwithstanding and subject to FRF's specific objections stated above, please see the express terms of Paragraph 21(a) of the Settlement Agreement and 21(v) of the 2021 Rate Case Settlement and FPL's response to Staff's Twenty-Fourth Set of Interrogatories to FPL, No. 535. FRF objects to the second part of the question because it calls for a legal conclusion.	Non-Responsive
ROG 8 (a-f)	Response	
Please refer to paragraph 9 of the proposed Settlement for the following interrogatories. 8a. Please verify FRF understands that it has agreed to not oppose allocating all clause factors using a 4 Coincident Peak (CP) and 12 percent Average Demand (AD) methodology for production plant and 4CP methodology for transmission plant.	Please see FRF's specific objections stated above and FRF's responses to Staff's Third Set of Interrogatories to FRF, No. 6(a)-(f).	Non-Responsive

8b. Please explain FRF's understanding of the 4CP and 12 percent AD methodology for production plant and 4CP methodology for transmission plant to allocate clause factors. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other non-signatory party's review of this methodology in future clause proceedings.	Please see FRF's specific objections stated above and FRF's responses to Staff's Third Set of Interrogatories to FRF, No. 6(a)-(f).	Non-Responsive
8c. Please state whether FRF has ever intervened and been a party in any of the clause proceedings during the past 3 years. If yes, please list the year and the specific clause.	Please see FRF's specific objections stated above and FRF's responses to Staff's Third Set of Interrogatories to FRF, No. 6(a)-(f).	Non-Responsive
8d. Please indicate whether FRF intends to obtain party status and participate in the upcoming 2025 clause proceedings?	Please see FRF's specific objections stated above and FRF's responses to Staff's Third Set of Interrogatories to FRF, No. 6(a)-(f).	Non-Responsive
8e. Please explain whether it is FRF's understanding that the Commission is obligated to approve the 4CP 12 percent AD methodology for production plant and 4CP for transmission plant cost of service methodology in future clause hearings, under the terms of the proposed Settlement.	Please see FRF's specific objections stated above and FRF's responses to Staff's Third Set of Interrogatories to FRF, No. 6(a)-(f).	Non-Responsive
8f. Please explain whether FRF agrees to FPL's proposed cost of service methodology (12 CP and 25 percent AD) to allocate production and transmission plant to set base rates.	Please see FRF's specific objections stated above and FRF's responses to Staff's Third Set of Interrogatories to FRF, No. 6(a)-(f).	Non-Responsive

Attachment H

Citizens' First Set of Interrogatories (Nos. 1-3) to AMERICANS FOR AFFORDABLE CLEAN ENERGY, INC., CIRCLE K STORES, INC., RACETRAC, INC., AND WAWA, INC. (Collectively "Fuel Retailers")

ROG 1 (a-e)	Response	OPC's Response
1a. Does the phrase "the issues raised in Docket No 20250011-EI" refer to all 130 issues contained in Order No. PSC-2025-0298-PHO-EI?	Yes	
1b. Does this WHEREAS clause indicate that [party] was authorized to enter into the Agreement to resolve each and every one of the 130 issues contained in Order No. PSC-2025-0298-PHO-EI?	The Fuel Retailers object to this question to the extent it seeks information that is subject to the attorney-client privilege. Subject to the foregoing objection, the Fuel Retailers state: The Settlement Agreement speaks for itself. The Fuel Retailers further note they had an opportunity to review the entire agreement prior to its execution. Counsel for the Fuel Retailers was authorized to execute the settlement agreement on behalf of the Fuel Retailers.	
1c. If the answer to b. is "no," please indicate on which issues [party] is authorized to enter into an agreement to resolve that issue and please identify the document(s) where [partys] legal authority to participate in an agreement to "resolve the issues raised in Docket No 20250011-EI" is found.	N/A	
1d. If the answer to b. is "yes," please identify the document(s) where [party]'s legal authority to participate in an agreement to "resolve [all of] the issues raised in Docket No 20250011-EI" is found.	The Fuel Retailers object to this question to the extent it seeks information that is subject to the attorney-client privilege. Subject to the foregoing objection, the Fuel Retailers state: There are no other responsive documents.	
1e. Please identify the interests represented by party that entitled party and counsel representing party to enter into and sign the agreement to resolve the issues identified in Order No. PSC-2025-0298-PHO.	The Fuel Retailers object to this question as untimely and not authorized by Order PSC-2025-0323-PCO-EI, to the extent it seeks information regarding the standing of the Fuel Retailers to participate in this docket or otherwise participate in any settlement of this docket. No party challenged the right of the individual fuel retailers or the association to be a party to this proceeding. The Fuel Retailers, specifically the individual fuel retailers and the association, were granted intervention on June 19, 2025, by Order No. PSC-2025-0221-PCO-EI, and as parties each is entitled to participate in all aspects of this case, including entering into a stipulation. Subject to the foregoing objection, the Fuel Retailers state: The Petition to Intervene filed on June 9, 2025, otherwise identifies the various interests of the individual fuel retailers and the association and why they sought to participate in this case as parties of record.	

ROG 2 (a-h)	Response	
2a. With respect to the phrase "compromise of their respective positions taken" contained in this WHEREAS clause, does the word "positions taken" refer to the positions taken by Fuel Retailers as reflected in Order No. PSC-2025-0298-PHO?	Yes.	
2b. In the context of this WHEREAS clause, please explain as to the meaning of the phrase "in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable"?	The Fuel Retailers object to this question to the extent it is seeking a legal opinion. Subject to the foregoing objection, the Fuel Retailers state: these statutes govern this proceeding and how it is to be conducted and the rights, duties, and obligations of the Commission and parties to this proceeding.	
2c. Does the phrase "in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable" indicate that for certain issues Fuel Retailers has no "rights and interests" to resolve each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?	The Fuel Retailers object to this question to the extent it is seeking a legal opinion.	Non-Responsive
2d. If the answer to c. is "yes," please identify each of the issues that Fuel Retailers does have a "right and interest" to resolve.	The Fuel Retailers object to this question to the extent it is seeking a legal opinion. Subject to the foregoing objection, the Fuel Retailers state: As parties of record, the Fuel Retailers generally have a right to address any issue in this proceeding. The Prehearing Order sets forth those issues the Fuel Retailer have chosen to specifically address.	Non-Responsive
2e. If Fuel Retailers has no right or interest to take an affirmative position on any one or more of the 130 issues identified in Order No. PSC-2025-0298-PHO, can Fuel Retailers nevertheless compromise on the specific issue(s)? If the answer is yes, did Fuel Retailers so compromise relative to such issues?	n/a	Non-Responsive
2f. Please identify the specific issue identified in Order No. PSC-2025-0298-PHO upon which Fuel Retailers reached a compromise.	The Fuel Retailers object to this question to the extent it is seeking a legal opinion.	Non-Responsive
2g. Did Fuel Retailers have the right and interest to both take a position and compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?	See the response to 2b, 2c, and 2d.	

2h. If Fuel Retailers stated in f. that Fuel Retailers had a right and interest to compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO, please identify the document(s) from which arise such rights and interests that Fuel Retailers compromised.	The Fuel Retailers object to this question to the extent it is seeking a legal opinion. Subject to the foregoing objection, the Fuel Retailers state: See Order No. PSC-2025-0221-PCO-EI, the Order Granting Intervention to the Fuel Retailers.	
ROG 3(a-c)		
3a. Please describe the consideration that Fuel Retailers gave where Fuel Retailers took no position on certain issues or when Fuel Retailers lacked a right or interest to compromise on such an issue or issues?	The Fuel Retailers object to this question to the extent it is seeking a legal opinion or matters that are subject to the attorney-client privilege.	Non-Responsive and improper assertion of privilege.
3b. Please state whether Fuel Retailers possessed the right and interest to provide consideration on behalf of a represented interest on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO.	The Fuel Retailers object to this question to the extent it is seeking a legal opinion or matters that are subject to the attorney-client privilege. Being a party grants to that party all the consideration it needs to participate in a negotiation and, if a satisfactory compromise is reached, a settlement of the case.	Non-Responsive and improper assertion of privilege.
3c. Did Fuel Retailers have the right to represent residential customers and small business customers identified by the abbreviation RS(T)-1 and GS(T)-1 in MFR Schedule E-? If Fuel Retailers's answer is "yes," identify the documents and provisions of law that provide the authorization to represent such interests.	The Fuel Retailers object to this question to the extent it is seeking a legal opinion. Subject to the foregoing objection, the Fuel Retailers state: The entities the Fuel 35315891-1 Retailers represent were set forth in Order No. PSC-2025-0221-PCO-EI and its petition to intervene.	

Citizens' Second Set of Interrogatories (Nos. 4-8) to AMERICANS FOR AFFORDABLE CLEAN ENERGY, INC., CIRCLE K STORES, INC., RACETRAC, INC., AND WAWA, INC. (Collectively "Fuel Retailers")

ROG 4 (a-b)	Response	
4a. Please verify Fuel Retailers's understanding of whether, if the SA is approved as filed, that each of the proposed battery and/or storage projects, including (i) the 522 MW Northwest Florida battery projects in 2025, (ii) the 1,420 MW of battery projects in the 2026 projected test year, (iii) the 820 MW of solar projects in the 2026 projected test year, and (iv) the 820 MW of battery projects in the 2027 projected test year are undisputed for inclusion in the 2026 and 2027 annual revenue increases.	Please see the Fuel Retailers response to Staff Interrogatory 1(a) and (b).	Non-Responsive
4b. Please explain Fuel Retailers's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the revenue increases or the SA as a whole.	Please see the Fuel Retailers response to Staff Interrogatory 1(a) and (b).	Non-Responsive
ROG 5	Response	
5. Please refer to paragraphs 4(f) and 13(i). Please explain why Fuel Retailers believes it is appropriate to increase the monthly credits for the CILC and CDR programs in each year following 2026 with each SoBRA.	Please see the Fuel Retailers response to Staff Interrogatory 2.	Non-Responsive
ROG 6 (a-f)	Response	
6a. Please explain Fuel Retailers's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the SOBRA Mechanism or the SA as a whole.	Please see the Fuel Retailers response to Staff Interrogatory 3(a)-(f), inclusive.	Non-Responsive

6b. Explain Fuel Retailers's understanding of the methodology to be used in the calculation of the Cumulative Present Value Revenue Requirement (CPVRR) for the solar projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.	Please see the Fuel Retailers response to Staff Interrogatory 3(a)-(f), inclusive.	Non-Responsive
6c. Explain Fuel Retailers's understanding of the use of inclusion of non-SOBRA battery and/or solar projects as possible avoidable units in the determination of the CPVRR for solar projects in the future SOBRA proceedings.	Please see the Fuel Retailers response to Staff Interrogatory 3(a)-(f), inclusive.	Non-Responsive
6d. Explain Fuel Retailers's understanding of whether the SOBRA battery projects must also demonstrate CPVRR benefits. If so, detail what conditions, if any, that the SOBRA battery projects are subject to, and what methodology or limitations would there be on the Commission's or any other party's review in the future SOBRA proceedings. If not, explain why not.	Please see the Fuel Retailers response to Staff Interrogatory 3(a)-(f), inclusive.	Non-Responsive
6e. Explain Fuel Retailers's understanding of the methodology intended to be used in the determination of reliability need for solar and battery projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.	Please see the Fuel Retailers response to Staff Interrogatory 3(a)-(f), inclusive.	Non-Responsive

6f. Explain Fuel Retailers's understanding of the methodology that would be used in demonstrating that solar and/or battery project portfolios are the lowest cost resource available to timely meet the resource need. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.	Please see the Fuel Retailers response to Staff Interrogatory 3(a)-(f), inclusive.	Non-Responsive
ROG 7	Response	
7. Please refer to paragraph 21(a). Explain Fuel Retailers's understanding of how the additional threshold and sharing percentage interacts with Order No. PSC-2024-0078-FOF-EI, specifically paragraph 21(v) of the 2021 Rate Case Settlement and the review and adjustment of the adjustable parameters in the Fuel Cost Recovery Docket. Explain under what circumstances the modified Asset Optimization Program may be changed by the Commission in a later proceeding during the term of the proposed SA, and what participation, if any, Fuel Retailers or any other party would be allowed in that proceeding.	Please see the Fuel Retailers response to Staff Interrogatory 4.	Non-Responsive
ROG 8 (a-f)	Response	
Please refer to paragraph 9 of the proposed Settlement for the following interrogatories. 8a. Please verify Fuel Retailers understands that it has agreed to not oppose allocating all clause factors using a 4 Coincident Peak (CP) and 12 percent Average Demand (AD) methodology for production plant and 4CP methodology for transmission plant.	Please see the Fuel Retailers response to Staff Interrogatory 5(a)-(f), inclusive.	Non-Responsive

8b. Please explain Fuel Retailers's understanding of the 4CP and 12 percent AD methodology for production plant and 4CP methodology for transmission plant to allocate clause factors. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other non-signatory party's review of this methodology in future clause proceedings.	Please see the Fuel Retailers response to Staff Interrogatory 5(a)-(f), inclusive.	Non-Responsive
8c. Please state whether Fuel Retailers has ever intervened and been a party in any of the clause proceedings during the past 3 years. If yes, please list the year and the specific clause.	Please see the Fuel Retailers response to Staff Interrogatory 5(a)-(f), inclusive.	Non-Responsive
8d. Please indicate whether Fuel Retailers intends to obtain party status and participate in the upcoming 2025 clause proceedings?	Please see the Fuel Retailers response to Staff Interrogatory 5(a)-(f), inclusive.	Non-Responsive
8e. Please explain whether it is Fuel Retailers's understanding that the Commission is obligated to approve the 4CP 12 percent AD methodology for production plant and 4CP for transmission plant cost of service methodology in future clause hearings, under the terms of the proposed Settlement.	Please see the Fuel Retailers response to Staff Interrogatory 5(a)-(f), inclusive.	Non-Responsive
8f. Please explain whether Fuel Retailers agrees to FPL's proposed cost of service methodology (12 CP and 25 percent AD) to allocate production and transmission plant to set base rates.	Please see the Fuel Retailers response to Staff Interrogatory 5(a)-(f), inclusive.	Non-Responsive

Attachment I

Citizens' First Set of Interrogatories (Nos. 1-3) to the Southern Alliance for Clean Energy ("SACE")

ROG 1 (a-e)	Response	OPC's Response
1a. Does the phrase "the issues raised in Docket No 20250011-EI" refer to all 130 issues contained in Order No. PSC-2025-0298-PHO-EI?	Yes	
1b. Does this WHEREAS clause indicate that [party] was authorized to enter into the Agreement to resolve each and every one of the 130 issues contained in Order No. PSC-2025-0298-PHO-EI?	The language of this recital is plain on its face and speaks for itself.	Non-Responsive
1c. If the answer to b. is "no," please indicate on which issues [party] is authorized to enter into an agreement to resolve that issue and please identify the document(s) where [partys] legal authority to participate in an agreement to "resolve the issues raised in Docket No 20250011-EI" is found.	n/a	Non-Responsive
1d. If the answer to b. is "yes," please identify the document(s) where [party]'s legal authority to participate in an agreement to "resolve [all of] the issues raised in Docket No 20250011-EI" is found.	n/a	Non-Responsive
1e. Please identify the interests represented by party that entitled party and counsel representing party to enter into and sign the agreement to resolve the issues identified in Order No. PSC-2025-0298-PHO.	Please refer to SACE's Petition to Intervene, Document No. 01126-2025.	

ROG 2 (a-h)	Response	
2a. With respect to the phrase "compromise of their respective positions taken" contained in this WHEREAS clause, does the word "positions taken" refer to the positions taken by SACE as reflected in Order No. PSC-2025-0298-PHO?	Yes	
2b. In the context of this WHEREAS clause, please explain as to the meaning of the phrase "in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable"?	The language of this recital is plain on its face and speaks for itself.	Non-Responsive

2c. Does the phrase "in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable" indicate that for certain issues SACE has no "rights and interests" to resolve each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?	The language of this recital is plain on its face and speaks for itself.	Non-Responsive
2d. If the answer to c. is "yes," please identify each of the issues that SACE does have a "right and interest" to resolve.	n/a	
2e. If SACE has no right or interest to take an affirmative position on any one or more of the 130 issues identified in Order No. PSC-2025-0298-PHO, can SACE nevertheless compromise on the specific issue(s)? If the answer is yes, did SACE so compromise relative to such issues?	SACE objects to this question because it impermissibly requires SACE to make a legal conclusion.	Non-Responsive
2f. Please identify the specific issue identified in Order No. PSC-2025-0298-PHO upon which SACE reached a compromise.	As stated in the Settlement Agreement, FPL and the intervenor signatories reached a compromise that resolves all the issues in the case. Beyond that, this question impermissibly seeks information that is protected by non-disclosure agreements among the settling parties, and may fall within the scope of protection afforded under Section 90.408, Florida Statutes.	Improper assertion of privilege
2g. Did SACE have the right and interest to both take a position and compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?	SACE objects to this question because it impermissibly requires SACE to make a legal conclusion.	Non-Responsive
2h. If SACE stated in f. that SACE had a right and interest to compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO, please identify the document(s) from which arise such rights and interests that SACE compromised.	SACE objects to this question because it is vague, ambiguous, overbroad in scope and impermissibly requires SACE to make a legal conclusion.	Non-Responsive
ROG 3 (a-c)		
3a. Please describe the consideration that SACE gave where SACE took no position on certain issues or when SACE lacked a right or interest to compromise on such an issue or issues?	SACE objects to this question because it impermissibly seeks information that is protected by non-disclosure agreements among the settling parties, falls within the scope of protection afforded under Section 90.408, Florida Statutes. and because it impermissibly requires SACE to make a legal conclusion.	Non-Responsive

3b. Please state whether SACE possessed the right and interest to provide consideration on behalf of a represented interest on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO.	SACE objects to this question because it impermissibly requires SACE to make a legal conclusion.	Non-Responsive
3c. Did SACE have the right to represent residential customers and small business customers identified by the abbreviation RS(T)-1 and GS(T)-1 in MFR Schedule E-? If SACE's answer is "yes," identify the documents and provisions of law that provide the authorization to represent such interests.	SACE's standing to represent itself and its members is as outlined in its Petition to Intervene in this proceeding and in Order No. PSC-2025-0079-PCO-EI granting SACE's Petition to Intervene. To the extent that OPC wishes to conduct discovery of facts relevant to SACE's interests and the interests of its members in this proceeding, such discovery goes directly to SACE's standing to intervene and is out of time, beyond the scope of the procedural order governing discovery related to the Settlement Agreement and is barred by OPCs waiver of the issue in accordance with the procedural orders governing this case. Further, SACE objects to this question because it seeks information that is irrelevant to the Commission's ultimate decision whether the Settlement Agreement as whole is in the public interest.	

Citizens' Second Set of Interrogatories (Nos. 4-8) to the Southern Alliance for Clean Energy

ROG 4 (a-b)	Response	
4a. Please verify SACE's understanding of whether, if the SA is approved as filed, that each of the proposed battery and/or storage projects, including (i) the 522 MW Northwest Florida battery projects in 2025, (ii) the 1,420 MW of battery projects in the 2026 projected test year, (iii) the 820 MW of solar projects in the 2026 projected test year, and (iv) the 820 MW of battery projects in the 2027 projected test year are undisputed for inclusion in the 2026 and 2027 annual revenue increases.	Please see SACE's response to Staff's First Set of Interrogatories to SACE, Interrogatory No. 1.	Non-Responsive
4b. Please explain SACE's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the revenue increases or the SA as a whole.	Please see SACE's response to Staff's First Set of Interrogatories to SACE, Interrogatory No. 1.	Non-Responsive

ROG 5	Response	
5. Please refer to paragraphs 4(f) and 13(i). Please explain why SACE believes it is appropriate to increase the monthly credits for the CILC and CDR programs in each year following 2026 with each SoBRA.	Please see SACE's response to Staff's First Set of Interrogatories to SACE, Interrogatory No. 2.	Non-Responsive
ROG 6 (a-f)	Response	
6a. Please explain SACE's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the SOBRA Mechanism or the SA as a whole.	Please see SACE's response to Staff's First Set of Interrogatories to SACE, Interrogatory No. 3.	Non-Responsive
6b. Explain SACE's understanding of the methodology to be used in the calculation of the Cumulative Present Value Revenue Requirement (CPVRR) for the solar projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.	Please see SACE's response to Staff's First Set of Interrogatories to SACE, Interrogatory No. 3.	Non-Responsive
6c. Explain SACE's understanding of the use of inclusion of non-SOBRA battery and/or solar projects as possible avoidable units in the determination of the CPVRR for solar projects in the future SOBRA proceedings.	Please see SACE's response to Staff's First Set of Interrogatories to SACE, Interrogatory No. 3.	Non-Responsive
6d. Explain SACE's understanding of whether the SOBRA battery projects must also demonstrate CPVRR benefits. If so, detail what conditions, if any, that the SOBRA battery projects are subject to, and what methodology or limitations would there be on the Commission's or any other party's review in the future SOBRA proceedings. If not, explain why not.	Please see SACE's response to Staff's First Set of Interrogatories to SACE, Interrogatory No. 3.	Non-Responsive

6e. Explain SACE's understanding of the methodology intended to be used in the determination of reliability need for solar and battery projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.	Please see SACE's response to Staff's First Set of Interrogatories to SACE, Interrogatory No. 3.	Non-Responsive
6f. Explain SACE's understanding of the methodology that would be used in demonstrating that solar and/or battery project portfolios are the lowest cost resource available to timely meet the resource need. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.	Please see SACE's response to Staff's First Set of Interrogatories to SACE, Interrogatory No. 3.	Non-Responsive
ROG 7	Response	
7. Please refer to paragraph 21(a). Explain SACE's understanding of how the additional threshold and sharing percentage interacts with Order No. PSC-2024-0078-FOF-EI, specifically paragraph 21(v) of the 2021 Rate Case Settlement and the review and adjustment of the adjustable parameters in the Fuel Cost Recovery Docket. Explain under what circumstances the modified Asset Optimization Program may be changed by the Commission in a later proceeding during the term of the proposed SA, and what participation, if any, SACE or any other party would be allowed in that proceeding.	Please see SACE's response to Staff's First Set of Interrogatories to SACE, Interrogatory No. 4.	Non-Responsive
ROG 8 (a-f)	Response	
Please refer to paragraph 9 of the proposed Settlement for the following interrogatories. 8a. Please verify SACE understands that it has agreed to not oppose allocating all clause factors using a 4 Coincident Peak (CP) and 12 percent Average Demand (AD) methodology for production plant and 4CP methodology for transmission plant.	Please see SACE's response to Staff's Second Set of Interrogatories to SACE, Interrogatory No. 5	Non-Responsive

8b. Please explain SACE's understanding of the 4CP and 12 percent AD methodology for production plant and 4CP methodology for transmission plant to allocate clause factors. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other non-signatory party's review of this methodology in future clause proceedings.	Please see SACE's response to Staff's Second Set of Interrogatories to SACE, Interrogatory No. 5	Non-Responsive
8c. Please state whether SACE has ever intervened and been a party in any of the clause proceedings during the past 3 years. If yes, please list the year and the specific clause.	Please see SACE's response to Staff's Second Set of Interrogatories to SACE, Interrogatory No. 5	Non-Responsive
8d. Please indicate whether SACE intends to obtain party status and participate in the upcoming 2025 clause proceedings?	Please see SACE's response to Staff's Second Set of Interrogatories to SACE, Interrogatory No. 5	Non-Responsive
8e. Please explain whether it is SACE's understanding that the Commission is obligated to approve the 4CP 12 percent AD methodology for production plant and 4CP for transmission plant cost of service methodology in future clause hearings, under the terms of the proposed Settlement.	Please see SACE's response to Staff's Second Set of Interrogatories to SACE, Interrogatory No. 5	Non-Responsive
8f. Please explain whether SACE agrees to FPL's proposed cost of service methodology (12 CP and 25 percent AD) to allocate production and transmission plant to set base rates.	Please see SACE's response to Staff's Second Set of Interrogatories to SACE, Interrogatory No. 5	Non-Responsive

Attachment J

Citizens' First Set of Interrogatories (Nos. 1-3) to Walmart, Inc.

ROG 1 (a-e)	Response	OPC's Response
1a. Does the phrase "the issues raised in Docket No 20250011-EI" refer to all 130 issues contained in Order No. PSC-2025-0298-PHO-EI?	Yes	
1b. Does this WHEREAS clause indicate that [party] was authorized to enter into the Agreement to resolve each and every one of the 130 issues contained in Order No. PSC-2025-0298-PHO-EI?	Walmart believes the language in the Settlement Agreement and the signature by its counsel speak for themselves.	Non-Responsive
1c. If the answer to b. is "no," please indicate on which issues [party] is authorized to enter into an agreement to resolve that issue and please identify the document(s) where [partys] legal authority to participate in an agreement to "resolve the issues raised in Docket No 20250011-EI" is found.	n/a	
1d. If the answer to b. is "yes," please identify the document(s) where [party]'s legal authority to participate in an agreement to "resolve [all of] the issues raised in Docket No 20250011-EI" is found.	n/a	Non-Responsive
1e. Please identify the interests represented by party that entitled party and counsel representing party to enter into and sign the agreement to resolve the issues identified in Order No. PSC-2025-0298-PHO.	Please refer to Walmart's Petition to Intervene and its Direct Testimony filed in this Docket.	

ROG 2 (a-h)	Response	
2a. With respect to the phrase "compromise of their respective positions taken" contained in this WHEREAS clause, does the word "positions taken" refer to the positions taken by Walmart as reflected in Order No. PSC-2025-0298-PHO?	Yes	
2b. In the context of this WHEREAS clause, please explain as to s the meaning of the phrase "in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable"?	Walmart believes the language speaks for itself.	Non-Responsive

2c. Does the phrase "in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable" indicate that for certain issues Walmart has no "rights and interests" to resolve each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?	Walmart believes the language speaks for itself.	Non-Responsive
2d. If the answer to c. is "yes," please identify each of the issues that Walmart does have a "right and interest" to resolve.	n/a	
2e. If Walmart has no right or interest to take an affirmative position on any one or more of the 130 issues identified in Order No. PSC-2025-0298-PHO, can Walmart nevertheless compromise on the specific issue(s)? If the answer is yes, did Walmart so compromise relative to such issues?	Walmart objects to this Interrogatory because it calls for a legal opinion and/or information derived from attorney-client privileged communications.	Non-Responsive and improper assertion of privilege
2f. Please identify the specific issue identified in Order No. PSC-2025-0298-PHO upon which Walmart reached a compromise.	Walmart objects to this Interrogatory because it is vague and ambiguous as to what is meant by "right and interest to compromise." Without waiving any of its Objections, Walmart states that each of the Signatory Parties reached compromises as to all of the Issues identified in the referenced Order in reaching their settlement.	Non-Responsive
2g. Did Walmart have the right and interest to both take a position and compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?	Walmart objects to this Interrogatory because it calls for a legal opinion and/or information derived from attorney-client privileged communications.	Non-Responsive and improper assertion of privilege
2h. If Walmart stated in f. that Walmart had a right and interest to compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO, please identify the document(s) from which arise such rights and interests that Walmart compromised.	Walmart objects to this Interrogatory because it is vague and ambiguous, and this Interrogatory calls for a legal opinion and/or information derived from attorney-client privileged communications.	Non-Responsive and improper assertion of privilege
ROG 3 (a-c)		
3a. Please describe the consideration that Walmart gave where Walmart took no position on certain issues or when Walmart lacked a right or interest to compromise on such an issue or issues?	Walmart objects to this Interrogatory because it calls for a legal opinion and/or information derived from attorney-client privileged communications.	Non-Responsive and improper assertion of privilege

3b. Please state whether Walmart possessed the right and interest to provide consideration on behalf of a represented interest on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO.	Walmart objects to this Interrogatory because it calls for a legal opinion and/or information derived from attorney-client privileged communications.	Non-Responsive and improper assertion of privilege
3c. Did Walmart have the right to represent residential customers and small business customers identified by the abbreviation RS(T)-1 and GS(T)-1 in MFR Schedule E-? If Walmart's answer is "yes," identify the documents and provisions of law that provide the authorization to represent such interests.	Walmart objects to this Interrogatory because it calls for a legal opinion and/or information derived from attorney-client privileged communications. Without waiving its objection, Walmart states that it intervened in this Docket on behalf of itself, as stated its Petition to Intervene.	Non-Responsive and improper assertion of privilege

Citizens' Second Set of Interrogatories (Nos. 4-8) to Walmart, Inc.

ROG 4 (a-b)	Response	
4a. Please verify Walmart's understanding of whether, if the SA is approved as filed, that each of the proposed battery and/or storage projects, including (i) the 522 MW Northwest Florida battery projects in 2025, (ii) the 1,420 MW of battery projects in the 2026 projected test year, (iii) the 820 MW of solar projects in the 2026 projected test year, and (iv) the 820 MW of battery projects in the 2027 projected test year are undisputed for inclusion in the 2026 and 2027 annual revenue increases.	Yes, the referenced projects are undisputed for inclusion in the 2026 and 2027 annual revenue increases under the Settlement Agreement.	

<p>4b. Please explain Walmart's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the revenue increases or the SA as a whole.</p>	<p>FPL's proposed resource additions are based on the following three planning criteria: (i) a planning reserve margin of 20%; (ii) a 0.1 days-per-year loss of load probability, as stochastically determined; and (iii) a generation-only reserve margin of 10%. The Commission's approval of the Settlement Agreement would not represent a confirmation or authorization of a specific resource planning method. Regardless of the findings made in this case, the Commission will retain its full authority to determine the appropriateness of the resource planning methodologies of those utilities that are subject to its jurisdiction, and to review those planning methodologies on a continuing basis. Acceptance of FPL's proposed resource additions, which it appropriately believes are premised on a stochastic loss-of-load probability analysis, does not bind or commit the Commission to accept such an analysis each and every time it is presented with one. Instead, the Commission has the authority to make findings concerning the appropriateness of a utility's resource additions based on the facts before it. The Commission's approval of the Settlement Agreement would therefore not result in the adoption of a new, specific resource planning standard for FPL or other jurisdictional utilities under its purview.</p>	
<p>ROG 5</p>		
<p>5. Please refer to paragraphs 4(f) and 13(i). Please explain why Walmart believes it is appropriate to increase the monthly credits for the CILC and CDR programs in each year following 2026 with each SoBRA.</p>	<p>FPL's proposal to adjust the CDR credits contemporaneously with each SoBRA is a negotiated term in the Proposed Settlement Agreement. This approach is consistent with prior Commission-approved settlement agreements (Order Nos. PSC-2016-0560-AS-EI and PSC-2021-0446-S-EI) and aligns with the intent of the SoBRA mechanism in that base rate changes should be applied uniformly to all base rate components.</p>	
<p>ROG 6 (a-f)</p>		
<p>6a. Please explain Walmart's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the SOBRA Mechanism or the SA as a whole.</p>	<p>Please reference Walmart's response provided with 4(b) above.</p>	

<p>6b. Explain Walmart's understanding of the methodology to be used in the calculation of the Cumulative Present Value Revenue Requirement (CPVRR) for the solar projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.</p>	<p>As described in paragraph 13(a)(i) of the Settlement Agreement, FPL will calculate the projected system CPVRR of the SoBRA solar facilities in comparison to a projected system CPVRR without the solar projects. FPL must also demonstrate that the "with solar" plan is projected to be CPVRR beneficial within 10 years at a ratio of 1 to 1.15. This calculation would not be subject to change during the Term, but the Commission retains the ability to review how the CPVRR for the comparison was developed (i.e., assumptions). Similar to how it has elevated solar cost-effectiveness in prior SoBRA filings, FPL will use the capacity expansion and hourly production costs functions of the Aurora model to forecast the system economics. The Aurora model will develop the optimal resource plans and associated generation system costs, consisting of capital costs, fixed operations and maintenance costs, capital replacement costs, fuel costs, variable operations and maintenance costs, and emissions costs for a given resource plan. The Aurora model is used to determine the lowest, optimal CPVRR for each resource plan.</p>	
<p>6c. Explain Walmart's understanding of the use of inclusion of non-SOBRA battery and/or solar projects as possible avoidable units in the determination of the CPVRR for solar projects in the future SOBRA proceedings.</p>	<p>As described in paragraph 13(a)(i) of the Settlement Agreement, FPL will calculate the CPVRR of the SoBRA solar facilities in comparison to a projected system CPVRR without the solar projects, including the criteria that the "with solar" plan must be CPVRR beneficial within 10 years at a ratio of 1 to 1.15. The consideration of non-SoBRA alternatives as the avoidable unit is not contemplated in the Settlement Agreement. Were the Commission to approve the Settlement Agreement, it would be approving the CPVRR methodology described in paragraph 13(a)(i) of the Settlement Agreement.</p>	
<p>6d. Explain Walmart's understanding of whether the SOBRA battery projects must also demonstrate CPVRR benefits. If so, detail what conditions, if any, that the SOBRA battery projects are subject to, and what methodology or limitations would there be on the Commission's or any other party's review in the future SOBRA proceedings. If not, explain why not.</p>	<p>There is no specific CPVRR test set forth in the Settlement Agreement for SoBRA battery storage additions. However, FPL may demonstrate that solar and battery hybrid projects satisfy the CPVRR test for solar projects. Also, paragraph 13(a)(ii) directs that FPL, in making its resource need demonstration for battery storage SoBRA projects, "must [] demonstrate that the selected portfolio of projects are the lowest cost resource available to timely meet the resource need, and the cost of the components, engineering, and construction are reasonable." This provision ensures that any identified resource need will be met with the lowest cost resource available to timely meet the resource need.</p>	

<p>6e. Explain Walmart's understanding of the methodology intended to be used in the determination of reliability need for solar and battery projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.</p>	<p>To demonstrate a reliability need, FPL proposes to utilize its three current resource planning reliability criteria: (i) a planning reserve margin of 20%; (ii) a 0.1 daysper-year loss of load probability, as stochastically determined; and (iii) a generation-only reserve margin of 10%. The Settlement Agreement does not set forth any limitations on the Commission's review of these resource planning reliability criteria, though the modification or rejection of the current criteria would lead to a structural misalignment in FPL's resource planning – that is, the planning criteria used to identify FPL's 2026 solar and battery storage additions and 2027 battery storage additions would differ from those used to identify the needed SoBRA additions.</p>	
<p>6f. Explain Walmart's understanding of the methodology that would be used in demonstrating that solar and/or battery project portfolios are the lowest cost resource available to timely meet the resource need. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.</p>	<p>FPL plans to use the AURORA model to determine the lowest cost resources available to timely meet the resource need. The AURORA model, which has been used by FPL in multiple prior resource planning cycles, develops an optimal resource plan to meet identified needs through an evaluation of associated generation system costs, such as capital costs, fixed operations and maintenance costs, capital replacement costs, fuel costs, variable operations and maintenance costs, and emissions costs. While there is no limitation set on the Commission's review of this methodology, it has been used and relied upon by FPL in its resource planning for years and has served as the basis for many of FPL's prior resource additions that the Commission has deemed prudent.</p>	

ROG 7	Response	
<p>7. Please refer to paragraph 21(a). Explain Walmart's understanding of how the additional threshold and sharing percentage interacts with Order No. PSC-2024-0078-FOF-EI, specifically paragraph 21(v) of the 2021 Rate Case Settlement and the review and adjustment of the adjustable parameters in the Fuel Cost Recovery Docket. Explain under what circumstances the modified Asset Optimization Program may be changed by the Commission in a later proceeding during the term of the proposed SA, and what participation, if any, Walmart or any other party would be allowed in that proceeding.</p>	<p>The additional threshold and sharing percentage in paragraph 21(a) of the proposed Settlement Agreement coexists with paragraph 21(v) of the 2021 Rate Case Settlement. The third threshold – under which customers will receive 100% of any gains over \$150 million – is additive to the thresholds set forth in the 2021 Rate Case Settlement. If approved, Asset Optimization gains would be subject to four thresholds: (i) up to \$42.5million: 100% customer benefit; (ii) \$42.5 million to \$100 million: 40% customer benefit; (iii) greater than \$100 million up to \$150 million: 50% customer benefit; and (iv) greater than \$150 million: 100% customer benefit. Under the paragraph 21(a) of the proposed Settlement Agreement, the customer portion of gains generated up to \$150 million will be recognized in base rates. The Commission continues to have oversight authority, including the right to review and adjust the adjustable parameters. As was contemplated in the 2021 Rate Case Settlement, the Commission may review, or FPL may request review of, those adjustable parameters through the Fuel Cost Recovery Docket or other docket initiated by the Commission.</p>	
ROG 8 (a-f)	Response	
<p>Please refer to paragraph 9 of the proposed Settlement for the following interrogatories.</p> <p>8a. Please verify Walmart understands that it has agreed to not oppose allocating all clause factors using a 4 Coincident Peak (CP) and 12 percent Average Demand (AD) methodology for production plant and 4CP methodology for transmission plant.</p>	<p>Yes. Paragraph 9 of the Proposed Settlement Agreement expressly provides that "[a]ll Parties to this Agreement maintain their full rights in the clause dockets but shall not oppose the allocation methodology."</p>	

<p>8b. Please explain Walmart's understanding of the 4CP and 12 percent AD methodology for production plant and 4CP methodology for transmission plant to allocate clause factors. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other non-signatory party's review of this methodology in future clause proceedings.</p>	<p>The 4 CP and 12 percent AD allocation methodology for Production Plant weights 88% of the production plant costs as demand related based on each customer class's contribution to the system's peak demand during the four coincident peak hours of the year and the remaining 12% is weighted as energy related. The 4 CP allocation methodology for Transmission Plant weights 100% of the transmission costs as demand related based on each customer class's contribution to the system's peak demand during the four coincident peak hours of the year. The Proposed Settlement Agreement, if approved by the Commission, is only binding on the Signatory Parties. Thus, Non-signatories would retain all rights and remedies to participate and advocate in FPL's annual clause proceedings as available and permitted by law. If the Commission approves the Proposed Settlement Agreement, FPL would be obligated to comply with the terms of that final order unless and until otherwise modified by subsequent order of the Commission. Thus, if the Proposed Settlement Agreement is approved, FPL would apply the 4 CP and 12 percent AD Production Allocator and the 4 CP Transmission Allocator to all clauses filings and the Commission would review and determine, among other things, whether the cost of service methodology used for that clause filing properly complied with the Commission's final order.</p>	
<p>8c. Please state whether Walmart has ever intervened and been a party in any of the clause proceedings during the past 3 years. If yes, please list the year and the specific clause.</p>	<p>Yes. In 2024, in relation to the Energy Conservation Cost Recovery Clause, Walmart intervened in the Commission review of numeric conservation goals Dockets, as follows: 20240012-EG (FPL) 20240013-EG (DEF) 20240014-EG (TECO) 20240015-EG (FPUC) 20240016-EG (JEA) 20240017-EG (OUC)</p>	
<p>8d. Please indicate whether Walmart intends to obtain party status and participate in the upcoming 2025 clause proceedings?</p>	<p>Walmart has not yet determined whether it will participate in future clause dockets.</p>	
<p>8e. Please explain whether it is Walmart's understanding that the Commission is obligated to approve the 4CP 12 percent AD methodology for production plant and 4CP for transmission plant cost of service methodology in future clause hearings, under the terms of the proposed Settlement.</p>	<p>If the Commission finds that the Proposed Settlement Agreement, when taken as a whole, is in the public interest and approves the Proposed Settlement Agreement, FPL would be obligated to comply with the terms of that final order unless and until otherwise modified by subsequent order of the Commission. Thus, if the Proposed Settlement Agreement is approved, FPL would apply the 4 CP and 12 percent AD Production Allocator and the 12 CP Transmission Allocator to all clauses filings and the Commission would review and determine, among other things, whether the cost of service methodology used for that clause filing properly complied with the Commission's final order.</p>	

<p>8f. Please explain whether Walmart agrees to FPL's proposed cost of service methodology (12 CP and 25 percent AD) to allocate production and transmission plant to set base rates.</p>	<p>No. The Proposed Settlement Agreement does not propose to adopt the 12 CP and 25 percent AD methodology for production and transmission plan to set base rates. The Proposed Settlement Agreement applies a "modified equal percentage allocation" methodology used to allocate the revenue requirements. The "modified equal percentage allocation" methodology agreed to in the Proposed Settlement Agreement reflects a negotiated compromise among parties representing diverse customer interests and demonstrates a measured approach that considers the competing cost allocation proposals submitted in this case while achieving the targeted revenue.</p>	
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ATTACHMENT K

Florida Power & Light Company
Docket No. 20250011-EI
Citizens' First Set of Interrogatories to Armstrong World Industries
Response Date: September 10, 2025
Responsible Witness: Jason Simmons
Page 1 of 1

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Florida Power & Light Company's)	Docket No. 20250011-EI
Petition for a Base Rate Increase)	
)	Filed: September 10, 2025

**ARMSTRONG WORLD INDUSTRIES, INC.'S OBJECTIONS AND RESPONSES TO
CITIZEN'S FIRST SET OF INTERROGATORIES TO ARMSTRONG WORLD
INDUSTRIES, INC.**

Armstrong World Industries, Inc. ("AWI"), pursuant to Rules 1.280 and 1.350, Florida Rules of Civil Procedure, and Rule 28-106.206, Florida Administrative Code, and the Florida Public Service Commission's Order Establishing Procedure, PSC-2025-0075-PCO-EI, as modified by the First Order Revising Order Establishing Procedure, Order No. PSC-2025-0323-PCO-EI, submits the following objections and responses to the first set of the interrogatories of the citizens of the State of Florida, through the Office of Public Counsel.

Question 1: With respect to the following "WHEREAS" clause contained in AWI's August 20, 2025, Stipulation and Settlement Agreement,

WHEREAS, the Parties to this Agreement have undertaken to resolve the issues raised in Docket No. 20250011-EI so as to maintain a degree of stability and predictability with respect to FPL's base rates and charges; and

a. Does the phrase "the issues raised in Docket No 20250011-EI" refer to all 130 issues contained in Order No. PSC-2025-0298-PHO-EI?

Answer:

AWI objects to this interrogatory as it calls for a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 1: b. Does this WHEREAS clause indicate that AWI was authorized to enter into the Agreement to resolve each and every one of the 130 issues contained in Order No. PSC-2025-0298-PHO-EI?

Answer:

AWI objects to this interrogatory as “authorized” is vague, subject to multiple interpretations, and are not otherwise defined. AWI further objects to this interrogatory as it requires AWI to conduct legal research and/or provide a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 1: c. If the answer to b. is “no,” please indicate on which issues AWI is authorized to enter into an agreement to resolve that issue and please identify the document(s) where AWI’s legal authority to participate in an agreement to “resolve the issues raised in Docket No 20250011-EI” is found.

Answer:

AWI objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. AWI further objects to this interrogatory as it requires AWI to conduct legal research and/or provide a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 1: d. If the answer to b. is “yes,” please identify the document(s) where AWI’s legal authority to participate in an agreement to “resolve [all of] the issues raised in Docket No 20250011-EI” is found.

Answer:

AWI objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. AWI further objects to this interrogatory as it requires AWI to conduct legal research and/or provide a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 1: e. Please identify the interests represented by AWI that entitled AWI and counsel representing AWI to enter into and sign the agreement to resolve the issues identified in Order No. PSC-2025-0298-PHO.

Answer:

AWI objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. AWI further objects to this interrogatory as it requires AWI to conduct legal research and/or provide a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 2: With respect to the following "WHEREAS" clause contained in AWI's August 20, 2025, Stipulation and Settlement Agreement,

WHEREAS, the Parties have entered into this Agreement in compromise of their respective positions taken in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable; and

Please answer the following:

- a. With respect to the phrase "compromise of their respective positions taken" contained in this WHEREAS clause, does the word "positions taken" refer to the positions taken by AWI as reflected in Order No. PSC-2025-0298-PHO?

Answer:

AWI objects to this interrogatory as it requires AWI to provide a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 2: b. In the context of this WHEREAS clause, please explain as to s the meaning of the phrase “in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable”?

Answer:

AWI objects to this interrogatory as it requires AWI to conduct legal research and/or provide a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 2: c. Does the phrase “in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable” indicate that for certain issues AWI have no “rights and interests” to resolve each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?

Answer:

AWI objects to this interrogatory as it requires AWI to conduct legal research and/or provide a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 2: d. If the answer to c. is "yes," please identify each of the issues that AWI do have a "right and interest" to resolve.

Answer:

AWI objects to this interrogatory as it requires AWI to conduct legal research and/or provide a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 2: e. If AWI has no right or interest to take an affirmative position on any one or more of the 130 issues identified in Order No. PSC-2025-0298-PHO, can AWI nevertheless compromise on the specific issue(s)? If the answer is yes, did AWI so compromise relative to such issues?

Answer:

AWI objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. AWI further objects to this interrogatory as it requires AWI to conduct legal research and/or provide a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 2: f. Please identify the specific issue identified in Order No. PSC-2025-0298-PHO upon which AWI reached a compromise.

Answer:

AWI objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. AWI further objects to this interrogatory as it requires AWI to conduct legal research and/or provide a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 2: g. Did AWI have the right and interest to both take a position and compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?

Answer:

AWI objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. AWI further objects to this interrogatory as it requires AWI to conduct legal research and/or provide a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 2: h. If AWI stated in f. that AWI had a right and interest to compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO, please identify the document(s) from which arise such rights and interests that AWI compromised.

Answer:

AWI objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. AWI further objects to this interrogatory as it requires AWI to conduct legal research and/or provide a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 3: With respect to the following "WHEREAS" clause contained in your August 20, 2025, Stipulation and Settlement Agreement,

WHEREAS, as a part of the negotiated exchange of consideration among the Parties to this Agreement, each Party has agreed to concessions to the others with the expectation that all provisions of the Agreement will be enforced by the Commission;

Please answer the following:

- a. Please describe the consideration that AWI gave where AWI took no position on certain issues or when AWI lacked a right or interest to compromise on such an issue or issues?

Answer:

AWI objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. AWI further objects to this interrogatory as it requires AWI to conduct legal research and/or provide a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 3: b. Please state whether AWI possessed the right and interest to provide consideration on behalf of a represented interest on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO.

Answer:

AWI objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. AWI further objects to this interrogatory as it requires AWI to conduct legal research and/or provide a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 3: c. Did AWI have the right to represent residential customers and small business customers identified by the abbreviation RS(T)-1 and GS(T)-1 in MFR Schedule E-? If AWI's answer is "yes," identify the documents and provisions of law that provide the authorization to represent such interests.

Answer:

AWI objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. AWI further objects to this interrogatory as it requires AWI to conduct legal research and/or provide a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

AFFIDAVIT

STATE OF Florida

COUNTY OF Essex

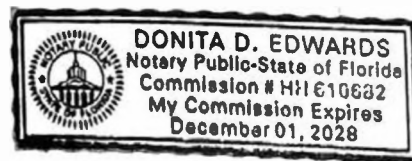
I hereby certify that on this 10th day of September, 2025, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jason Simmons, who is personally known to me, and he/she acknowledged before me that he/she provided the answers to number(s) _____ in CITIZENS' FIRST SET OF INTERROGATORIES TO ARMSTRONG WORLD INDUSTRIES (NOS. 1-3) in Docket No. 20250011-EI, and that the responses are true and correct based on his/her personal knowledge.

In Witness Whereof, I have hereunto set my hand and seal in the State and County aforesaid as of this 10th day of September, 2025.


Notary Public
State of Florida, at Large

My Commission Expires:

12/01/2028



BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Florida Power & Light Company's) **Docket No. 20250011-EI**
Petition for a Base Rate Increase)
) **Filed: September 12, 2025**

ARMSTRONG WORLD INDUSTRIES, INC.'S OBJECTIONS AND RESPONSES TO CITIZEN'S SECOND SET OF INTERROGATORIES TO ARMSTRONG WORLD INDUSTRIES, INC.

Armstrong World Industries, Inc. (“AWI”), pursuant to Rules 1.280 and 1.350, Florida Rules of Civil Procedure, and Rule 28-106.206, Florida Administrative Code, and the Florida Public Service Commission’s Order Establishing Procedure, PSC-2025-0075-PCO-EI, as modified by the First Order Revising Order Establishing Procedure, Order No. PSC-2025-0323-PCO-EI, submits the following objections and responses to the second set of the interrogatories of the citizens of the State of Florida, through the Office of Public Counsel.

Question 4: a. Please refer to paragraphs 4(a) and 4(b) and answer the following:

Please verify AWT's understanding of whether, if the SA is approved as filed, that each of the proposed battery and/or storage projects, including (i) the 522 MW Northwest Florida battery projects in 2025, (ii) the 1,420 MW of battery projects in the 2026 projected test year, (iii) the 820 MW of solar projects in the 2026 projected test year, and (iv) the 820 MW of battery projects in the 2027 projected test year are undisputed for inclusion in the 2026 and 2027 annual revenue increases.

Answer:

AWI's understanding is set forth in the terms of the settlement agreement as filed.

Question 4: b. Please explain AWI's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the revenue increases or the SA as a whole.

Answer:

AWI's understanding is set forth in the terms of the settlement agreement as filed.

Question 5: Please refer to paragraphs 4(f) and 13(i). Please explain why AWI believes it is appropriate to increase the monthly credits for the CILC and CDR programs in each year following 2026 with each SoBRA.

Answer:

AWI's understanding is set forth in the terms of the settlement agreement as filed.

Question 6: a. Please refer to paragraph 13 and answer the following:

Please explain AWI's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the SOBRA Mechanism or the SA as a whole.

Answer:

AWI's understanding is set forth in the terms of the settlement agreement as filed.

Question 6: b. Explain AWI's understanding of the methodology to be used in the calculation of the Cumulative Present Value Revenue Requirement (CPVRR) for the solar projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.

Answer:

AWI's understanding is set forth in the terms of the settlement agreement as filed. Beyond that, AWI takes no position on any future Commission proceedings.

Question 6: c. Explain AWI's understanding of the use of inclusion of non-SOBRA battery and/or solar projects as possible avoidable units in the determination of the CPVRR for solar projects in the future SOBRA proceedings.

Answer:

AWI's understanding is set forth in the terms of the settlement agreement as filed. Beyond that, AWI takes no position on any future Commission proceedings.

Question 6: d. Explain AWI's understanding of whether the SOBRA battery projects must also demonstrate CPVRR benefits. If so, detail what conditions, if any, that the SOBRA battery projects are subject to, and what methodology or limitations would there be on the Commission's or any other party's review in the future SOBRA proceedings. If not, explain why not.

Answer:

AWI's understanding is set forth in the terms of the settlement agreement as filed. Beyond that, AWI takes no position on any future Commission proceedings.

Question 6: e. Explain AWI's understanding of the methodology intended to be used in the determination of reliability need for solar and battery projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.

Answer:

AWI's understanding is set forth in the terms of the settlement agreement as filed. Beyond that, AWI takes no position on any future Commission proceedings.

Question 6: f. Explain AWI's understanding of the methodology that would be used in demonstrating that solar and/or battery project portfolios are the lowest cost resource available to timely meet the resource need. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.

Answer:

AWI's understanding is set forth in the terms of the settlement agreement as filed. Beyond that, AWI takes no position on any future Commission proceedings.

Question 7: Please refer to paragraph 21(a). Explain AWI's understanding of how the additional threshold and sharing percentage interacts with Order No. PSC-2024-0078-FOF-EI, specifically paragraph 21(v) of the 2021 Rate Case Settlement and the review and adjustment of the adjustable parameters in the Fuel Cost Recovery Docket. Explain under what circumstances the modified Asset Optimization Program may be changed by the Commission in a later proceeding during the term of the proposed SA, and what participation, if any, AWI or any other party would be allowed in that proceeding.

Answer:

AWI objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. AWI further objects to this interrogatory as it requires AWI to conduct legal research and/or provide a legal conclusion or analysis. By way of further response, AWI states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel AWI to disclose the advice of its counsel, AWI objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 8: a. Please refer to paragraph 9 of the proposed Settlement for the following interrogatories.

Please verify AWI understands that it has agreed to not oppose allocating all clause factors using a 4 Coincident Peak (CP) and 12 percent Average Demand (AD) methodology for production plant and 4CP methodology for transmission plant.

Answer:

AWI's understanding is set forth in the terms of the settlement agreement as filed.

Question 8: b. Please explain AWI's understanding of the 4CP and 12 percent AD methodology for production plant and 4CP methodology for transmission plant to allocate clause factors. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other non-signatory party's review of this methodology in future clause proceedings.

Answer:

AWI's understanding is set forth in the terms of the settlement agreement as filed. AWI takes no position on limitations for review in future clause proceedings.

Question 8: c. Please state whether AWI has ever intervened and been a party in any of the clause proceedings during the past 3 years. If yes, please list the year and the specific clause.

Answer:
AWI has not.

Question 8: d. Please indicate whether AWI intends to obtain party status and participate in the upcoming 2025 clause proceedings?

Answer:

AWI has made no decision at this time.

Question 8: e. Please explain whether it is AWI's understanding that the Commission is obligated to approve the 4CP 12 percent AD methodology for production plant and 4CP for transmission plant cost of service methodology in future clause hearings, under the terms of the proposed Settlement.

Answer:

AWI takes no position on any future Commission obligations.

Question 8: f. Please explain whether AWI agrees to FPL's proposed cost of service methodology (12 CP and 25 percent AD) to allocate production and transmission plant to set base rates.

Answer:

AWI agrees to the terms and provisions of the settlement agreement as filed.


AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF ESCAMBIA

I hereby certify that on this 12th day of September, 2025, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Josh Simmons, who is personally known to me, and he/she acknowledged before me that he/she provided the answers to interrogatory number(s) 4-8 from OPC's SECOND SET OF INTERROGATORIES TO ARMSTRONG WORLD INDUSTRIES, INC. (NOs. 4-8) in Docket No(s). 20250011-EI, and that the responses are true and correct based on his/her personal knowledge.

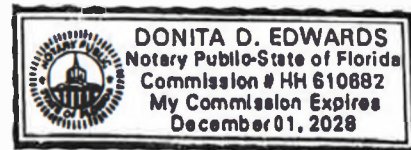
In Witness Whereof, I have hereunto set my hand and seal in the State and County aforesaid as of this 12th day of September, 2025.



Notary Public
State of Florida, at Large

My Commission Expires:

12-01-2028



BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Florida Power & Light Company's)	Docket No. 20250011-EI
Petition for a Base Rate Increase)	Filed: September 10, 2025
)	

**ELECTRIFY AMERICA, LLC'S OBJECTIONS AND RESPONSES TO CITIZEN'S
FIRST SET OF INTERROGATORIES TO ELECTRIFY AMERICA, LLC (NOS. 1-3)**

Electrify America, LLC ("Electrify America"), pursuant to Rules 1.280 and 1.350, Florida Rules of Civil Procedure, and Rule 28-106.206, Florida Administrative Code, and the Florida Public Service Commission's Order Establishing Procedure, PSC-2025-0075-PCO-EI, as modified by the First Order Revising Order Establishing Procedure, Order No. PSC-2025-0323-PCO-EI, submits the following objections and responses to the First Set of the Interrogatories of the Citizens of the State of Florida, through the Office of Public Counsel.

Question 1: With respect to the following “WHEREAS” clause contained in Electrify America’s August 20, 2025, Stipulation and Settlement Agreement,

WHEREAS, the Parties to this Agreement have undertaken to resolve the issues raised in Docket No. 20250011-EI so as to maintain a degree of stability and predictability with respect to FPL’s base rates and charges; and

a. Does the phrase “the issues raised in Docket No 20250011-EI” refer to all 130 issues contained in Order No. PSC-2025-0298-PHO-EI?

Answer: Electrify America objects to this interrogatory as it calls for a legal conclusion or analysis. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 1: b. Does this WHEREAS clause indicate that Electrify America was authorized to enter into the Agreement to resolve each and every one of the 130 issues contained in Order No. PSC-2025-0298-PHO-EI?

Answer: Electrify America objects to this interrogatory as the term “authorized” is vague, subject to multiple interpretations, and is not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion or analysis. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 1: c. If the answer to b. is “no,” please indicate on which issues Electrify America is authorized to enter into an agreement to resolve that issue and please identify the document(s) where Electrify America’s legal authority to participate in an agreement to “resolve the issues raised in Docket No 20250011-EI” is found.

Answer: Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it requests Electrify America to conduct legal research or provide a legal conclusion or analysis. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 1: d. If the answer to b. is “yes,” please identify the document(s) where Electrify America’s legal authority to participate in an agreement to “resolve [all of] the issues raised in Docket No 20250011-EI” is found.

Answer: Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it requests Electrify America to conduct legal research or provide a legal conclusion or analysis. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 1: e. Please identify the interests represented by Electrify America that entitled Electrify America and counsel representing Electrify America to enter into and sign the agreement to resolve the issues identified in Order No. PSC-2025-0298-PHO.

Answer: Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 2: With respect to the following “WHEREAS” clause contained in Electrify America’s August 20, 2025, Stipulation and Settlement Agreement,

WHEREAS, the Parties have entered into this Agreement in compromise of their respective positions taken in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable; and

Please answer the following:

- a. With respect to the phrase “compromise of their respective positions taken” contained in this WHEREAS clause, does the word “positions taken” refer to the positions taken by Electrify America as reflected in Order No. PSC-2025-0298-PHO?

Answer: Electrify America objects to this interrogatory as it calls for a legal conclusion. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 2: b. In the context of this WHEREAS clause, please explain as to s the meaning of the phrase “in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable”?

Answer: Electrify America objects to this interrogatory as it calls for a legal conclusion. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 2: c. Does the phrase “in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable” indicate that for certain issues Electrify America have no “rights and interests” to resolve each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?

Answer: Electrify America objects to this interrogatory as it calls for a legal conclusion. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 2: d. If the answer to c. is “yes,” please identify each of the issues that Electrify America do have a “right and interest” to resolve.

Answer: Electrify America objects to this interrogatory as it calls for a legal conclusion. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 2: e. If Electrify America has no right or interest to take an affirmative position on any one or more of the 130 issues identified in Order No. PSC-2025-0298-PHO, can Electrify America nevertheless compromise on the specific issue(s)? If the answer is yes, did Electrify America so compromise relative to such issues?

Answer: Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 2: f. Please identify the specific issue identified in Order No. PSC-2025-0298-PHO upon which Electrify America reached a compromise.

Answer: Electrify America objects to this interrogatory as it relates to privileged attorney-client communications and attorney work-product. Electrify America further objects that to the extent that the interrogatory seeks internal Electrify America discussions and protocols regarding proposed settlement terms, and such discussions would be based on attorney-client communications and are not relevant and not likely to lead to admissible evidence.

Question 2: g. Did Electrify America have the right and interest to both take a position and compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?

Answer: Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 2: h. If Electrify America stated in f. that Electrify America had a right and interest to compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO, please identify the document(s) from which arise such rights and interests that Electrify America compromised.

Answer: Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it requests Electrify America to conduct legal research or provide a legal conclusion or analysis. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 3: With respect to the following “WHEREAS” clause contained in your August 20, 2025, Stipulation and Settlement Agreement,

WHEREAS, as a part of the negotiated exchange of consideration among the Parties to this Agreement, each Party has agreed to concessions to the others with the expectation that all provisions of the Agreement will be enforced by the Commission;

Please answer the following:

a. Please describe the consideration that Electrify America gave where Electrify America took no position on certain issues or when Electrify America lacked a right or interest to compromise on such an issue or issues?

Answer: Electrify America objects to this interrogatory as it relates to privileged attorney-client communications and attorney work-product. Electrify America further objects that to the extent that the interrogatory seeks internal Electrify America discussions and protocols regarding proposed settlement terms, and such discussions would be based on attorney-client communications and are not relevant and not likely to lead to admissible evidence.

Question 3: b. Please state whether Electrify America possessed the right and interest to provide consideration on behalf of a represented interest on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO.

Answer: Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 3: c. Did Electrify America have the right to represent residential customers and small business customers identified by the abbreviation RS(T)-1 and GS(T)-1 in MFR Schedule E-? If Electrify America's answer is "yes," identify the documents and provisions of law that provide the authorization to represent such interests.

Answer: Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

In re: Florida Power & Light Company's) Docket No. 20250011-EI
Petition for a Base Rate Increase)
)

Dated: September 10, 2025

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Florida Power & Light Company's)	Docket No. 20250011-EI
Petition for a Base Rate Increase)	Filed: September 12, 2025
)	

**ELECTRIFY AMERICA, LLC'S OBJECTIONS AND RESPONSES TO CITIZEN'S
SECOND SET OF INTERROGATORIES TO ELECTRIFY AMERICA, LLC (NOS. 1-3)**

Electrify America, LLC ("Electrify America"), pursuant to Rules 1.280 and 1.350, Florida Rules of Civil Procedure, and Rule 28-106.206, Florida Administrative Code, and the Florida Public Service Commission's Order Establishing Procedure, PSC-2025-0075-PCO-EI, as modified by the First Order Revising Order Establishing Procedure, Order No. PSC-2025-0323-PCO-EI, submits the following objections and responses to the Second Set of the Interrogatories of the Citizens of the State of Florida, through the Office of Public Counsel.

Question 4: Please refer to paragraphs 4(a) and 4(b) and answer the following:

a. Please verify Electrify America's understanding of whether, if the SA is approved as filed, that each of the proposed battery and/or storage projects, including (i) the 522 MW Northwest Florida battery projects in 2025, (ii) the 1,420 MW of battery projects in the 2026 projected test year, (iii) the 820 MW of solar projects in the 2026 projected test year, and (iv) the 820 MW of battery projects in the 2027 projected test year are undisputed for inclusion in the 2026 and 2027 annual revenue increases.

Answer: Electrify America objects to this interrogatory as it is not likely to lead to admissible evidence regarding the 2025 Stipulation and Settlement filed in this proceeding on August 20, 2025 ("2025 Stipulation and Settlement"). The 2025 Stipulation and Settlement represents a compromise of disputed claims among the signatory parties. The signatory parties have reached the 2025 Stipulation and Settlement after taking into account the possibility that each party may or may not prevail on any given issue. Electrify America's position on any particular issue within the 2025 Stipulation and Settlement is not germane to the Commission's ultimate determination regarding the 2025 Stipulation and Settlement, which is to determine if, as a whole, the 2025 Stipulation and Settlement is in the public interest. It is Electrify America's position that the 2025 Stipulation and Settlement in its entirety is in the public interest and therefore should be approved by the Commission.

Question 4: b. Please explain Electrify America's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the revenue increases or the SA as a whole.

Answer: Electrify America objects to this interrogatory as it calls for a legal conclusion or analysis. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 5: Please refer to paragraphs 4(f) and 13(i). Please explain why Electrify America believes it is appropriate to increase the monthly credits for the CILC and CDR programs in each year following 2026 with each SoBRA.

Answer: Electrify America objects to this interrogatory as it is not likely to lead to admissible evidence regarding the 2025 Stipulation and Settlement filed in this proceeding on August 20, 2025. The 2025 Stipulation and Settlement represents a compromise of disputed claims among the signatory parties. The signatory parties have reached the 2025 Stipulation and Settlement after taking into account the possibility that each party may or may not prevail on any given issue. Electrify America's position on any particular issue within the 2025 Stipulation and Settlement is not germane to the Commission's ultimate determination regarding the 2025 Stipulation and Settlement, which is to determine if, as a whole, the 2025 Stipulation and Settlement is in the public interest. It is Electrify America's position that the 2025 Stipulation and Settlement in its entirety is in the public interest and therefore should be approved by the Commission.

Question 6: Please refer to paragraph 13 and answer the following:

a. Please explain Electrify America's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the SOBRA Mechanism or the SA as a whole.

Answer: Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion or analysis. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 6: b. Explain Electrify America's understanding of the methodology to be used in the calculation of the Cumulative Present Value Revenue Requirement (CPVRR) for the solar projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.

Answer: Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion or analysis. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 6: c. Explain Electrify America's understanding of the use of inclusion of non-SOBRA battery and/or solar projects as possible avoidable units in the determination of the CPVRR for solar projects in the future SOBRA proceedings.

Answer: Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion or analysis. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 6: d. Explain Electrify America's understanding of whether the SOBRA battery projects must also demonstrate CPVRR benefits. If so, detail what conditions, if any, that the SOBRA battery projects are subject to, and what methodology or limitations would there be on the Commission's or any other party's review in the future SOBRA proceedings. If not, explain why not.

Answer: Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion or analysis. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 6: e. Explain Electrify America's understanding of the methodology intended to be used in the determination of reliability need for solar and battery projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.

Answer: Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion or analysis. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 6: f. Explain Electrify America's understanding of the methodology that would be used in demonstrating that solar and/or battery project portfolios are the lowest cost resource available to timely meet the resource need. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.

Answer: Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion or analysis. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 7: Please refer to paragraph 21(a). Explain Electrify America's understanding of how the additional threshold and sharing percentage interacts with Order No. PSC-2024-0078-FOF-EI, specifically paragraph 21(v) of the 2021 Rate Case Settlement and the review and adjustment of the adjustable parameters in the Fuel Cost Recovery Docket. Explain under what circumstances the modified Asset Optimization Program may be changed by the Commission in a later proceeding during the term of the proposed SA, and what participation, if any, Electrify America or any other party would be allowed in that proceeding.

Answer: Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion or analysis. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 8: Please refer to paragraph 9 of the proposed Settlement for the following interrogatories.

a. Please verify Electrify America understands that it has agreed to not oppose allocating all clause factors using a 4 Coincident Peak (CP) and 12 percent Average Demand (AD) methodology for production plant and 4CP methodology for transmission plant.

Answer: Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion or analysis. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 8: b. Please explain Electrify America's understanding of the 4CP and 12 percent AD methodology for production plant and 4CP methodology for transmission plant to allocate clause factors. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other non-signatory party's review of this methodology in future clause proceedings.

Answer: Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion or analysis. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 8: c. Please state whether Electrify America has ever intervened and been a party in any of the clause proceedings during the past 3 years. If yes, please list the year and the specific clause.

Answer: Electrify America has not intervened in any such proceedings during the past 3 years.

Question 8: d. Please indicate whether Electrify America intends to obtain party status and participate in the upcoming 2025 clause proceedings?

Answer: Electrify America objects to this interrogatory as it relates to privileged attorney-client communications and attorney work product regarding Electrify America's regulatory strategy. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 8: e. Please explain whether it is Electrify America's understanding that the Commission is obligated to approve the 4CP 12 percent AD methodology for production plant and 4CP for transmission plant cost of service methodology in future clause hearings, under the terms of the proposed Settlement.

Answer: Electrify America objects to this interrogatory as it contains multiple terms that are vague, subject to multiple interpretations, and are not otherwise defined. Electrify America further objects to this interrogatory as it calls for a legal conclusion or analysis. By way of further response, Electrify America states that it is a corporate entity that can only rely on the advice of its counsel. To the extent this interrogatory seeks to compel Electrify America to disclose the advice of its counsel, Electrify America objects to the same on grounds that it seeks to invade the province of the attorney-client privilege and attorney work-product doctrine.

Question 8: f. Please explain whether Electrify America agrees to FPL's proposed cost of service methodology (12 CP and 25 percent AD) to allocate production and transmission plant to set base rates.

Answer: Electrify America objects to this interrogatory as it is not likely to lead to admissible evidence regarding the 2025 Stipulation and Settlement. The 2025 Stipulation and Settlement represents a compromise of disputed claims among the signatory parties. The signatory parties have reached the 2025 Stipulation and Settlement after taking into account the possibility that each party may or may not prevail on any given issue. Electrify America's position on any particular issue within the 2025 Stipulation and Settlement is not germane to the Commission's ultimate determination regarding the 2025 Stipulation and Settlement, which is to determine if, as a whole, the 2025 Stipulation and Settlement is in the public interest. It is Electrify America's position that the 2025 Stipulation and Settlement in its entirety is in the public interest and therefore should be approved by the Commission.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Florida Power & Light Company's)
Petition for a Base Rate Increase)
)

Docket No. 20250011-EI

DECLARATION

I, Jigar J. Shah, hereby state I am the Director of Energy Services for Electrify America, LLC, that I am authorized to and do make this declaration; the facts set forth in these interrogatory responses are true and correct to the best of my knowledge, information, and belief, that I expect to be able to prove the same should a hearing be held in this matter, and that I make this declaration under the penalties of perjury.

Signature:


Jigar J. Shah

Address: 1950 Opportunity Way
Suite 1500
Reston, VA 20190

Dated: September 12, 2025

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA**

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

Docket No. 20250011-EI

**EVGO SERVICES, LLC’S RESPONSES AND OBJECTIONS TO THE OFFICE OF
PUBLIC COUNSEL’S FIRST SET OF INTERROGATORIES TO EVGO (NOS. 1-3)
AND REQUESTS FOR PRODUCTION (NOS. 1-4)**

EVgo Services, LLC (“EVgo”) responds to the Citizens of the State of Florida, through Walt Trierweiler, Public Counsel’s First Set of Interrogatories to EVgo (Nos. 1-3) and First Request for Production of Documents (Nos. 1-4) as follows:

GENERAL OBJECTIONS

1. With respect to the “Definitions” and “Instructions” in the Office of the Public Counsel’s (“OPC”) Interrogatories, EVgo objects to any definitions or instructions that are inconsistent with EVgo’s discovery obligations under applicable rules. If some question arises as to EVgo’s discovery obligations, EVgo will comply with applicable rules and not with any of OPC’s definitions or instructions that are inconsistent with those rules.
2. EVgo further objects to each Interrogatory on the grounds and to the extent that the instructions impose or attempt to impose obligations greater than those imposed by the Rules of Civil Procedure or other applicable rules that govern this proceeding.
3. EVgo generally objects to each Interrogatory to the extent that it calls for data or information protected by the attorney-client privilege, the work product doctrine, the accountant-client privilege, the trade secret privilege, the common-interest privilege, or any other applicable privilege or protection afforded by law.

4. EVgo also objects to each Interrogatory that purports to require EVgo or its experts to prepare studies, analyses, or to do work for Staff that has not been done for EVgo.
5. EVgo objects to each Interrogatory to the extent that it seeks information that is duplicative, not relevant to the subject matter of this docket, and is not reasonably calculated to lead to the discovery of admissible evidence.
6. EVgo objects to each Interrogatory to the extent it calls for EVgo to conduct legal research or provide a legal conclusion or analysis.
7. EVgo objects to each Interrogatory to the extent it is vague, ambiguous, overly broad, imprecise, or utilizes terms that are subject to multiple interpretations but are not properly defined or explained for purposes of such discovery requests.
8. EVgo expressly reserves the right to object to further discovery into the subject matter of any of these requests, to the introduction of evidence of any response or portion thereof, and to supplement its responses should further investigation disclose responsive information.

Notwithstanding these objections, EVgo provides the following responses:

INTERROGATORIES

1. With respect to the following “WHEREAS” clause contained in EVgo’s August 20, 2025, Stipulation and Settlement Agreement,

WHEREAS, the Parties to this Agreement have undertaken to resolve the issues raised in Docket No. 20250011-EI so as to maintain a degree of stability and predictability with respect to FPL’s base rates and charges; and

Please answer the following as to EVgo:

- a. Does the phrase “the issues raised in Docket No 20250011-EI” refer to all 130 issues contained in Order No. PSC-2025-0298-PHO-EI?
- b. Does this WHEREAS clause indicate that EVgo was authorized to enter into the Agreement to resolve each and every one of the 130 issues contained in Order No. PSC-2025-0298-PHO-EI?
- c. If the answer to b. is “no,” please indicate on which issues EVgo is authorized to enter into an agreement to resolve that issue and please identify the document(s) where EVgo’s legal authority to participate in an agreement to “resolve the issues raised in Docket No 20250011-EI” is found.
- d. If the answer to b. is “yes,” please identify the document(s) where EVgo’s legal authority to participate in an agreement to “resolve [all of] the issues raised in Docket No 20250011-EI” is found.
- e. Please identify the interests represented by EVgo that entitled EVgo and counsel representing EVgo to enter into and sign the agreement to resolve the issues identified in Order No. PSC-2025-0298-PHO.

Specific Objections: EVgo objects to this request to the extent it calls for a legal conclusion or analysis, or misrepresents the legal obligations of relevant entities. EVgo further objects to this request to the extent it seeks information covered by attorney-client privilege, common-interest privilege, or seeks information covered by a Non-Disclosure Agreement signed by EVgo in furtherance of confidential settlement discussions. Subject to and without waiving those objections, EVgo responds:

Response: a) Yes.

b) The Settlement Agreement speaks for itself. EVgo and other Parties to the Settlement Agreement have undertaken to resolve the issues raised in Docket No. 20250011-EI.

c) N/A

d) The answer to b. was not “yes”, and therefore, this question is not applicable. However, EVgo notes Order No. PSC-2025-0129-0PCO-EI granted EVgo permission to intervene in this rate case, subject to proof of standing or stipulations, and as such, EVgo is a party to Docket No. 20250011-EI.

e) EVgo represents its own interests. See EVgo’s Petition to Intervene (filed March 21, 2025).

2. With respect to the following “WHEREAS” clause contained in EVgo’s August 20, 2025, Stipulation and Settlement Agreement,

WHEREAS, the Parties have entered into this Agreement in compromise of their respective positions taken in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable; and

Please answer the following:

- a. With respect to the phrase “compromise of their respective positions taken” contained in this WHEREAS clause, does the word “positions taken” refer to the positions taken by EVgo as reflected in Order No. PSC-2025-0298-PHO?
- b. In the context of this WHEREAS clause, please explain as to s the meaning of the phrase “in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable”?
- c. Does the phrase “in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable” indicate that for certain issues EVgo have no “rights and interests” to resolve each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?
- d. If the answer to c. is “yes,” please identify each of the issues that EVgo does have a “right and interest” to resolve.
- e. If EVgo has no right or interest to take an affirmative position on any one or more of the 130 issues identified in Order No. PSC-2025-0298-PHO, can EVgo nevertheless compromise on the specific issue(s)? If the answer is yes, did EVgo so compromise relative to such issues?
- f. Please identify the specific issue identified in Order No. PSC-2025-0298-PHO upon which EVgo reached a compromise.
- g. Did EVgo have the right and interest to both take a position and compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?
- h. If EVgo stated in f. that EVgo had a right and interest to compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO, please identify the document(s) from which arise such rights and interests that EVgo compromised.

Specific Objections: EVgo objects to this request to the extent it calls for a legal conclusion or analysis, or misrepresents the legal obligations of relevant entities. EVgo further objects to this request to the extent it seeks information covered by attorney-client privilege, common-interest privilege, or seeks information covered by a Non-Disclosure Agreement signed by EVgo in furtherance of confidential settlement discussions. Subject

to and without waiving those objections, EVgo responds:

Response:

a) Yes.

b) The language of the Settlement Agreement speaks for itself on this topic.

c) The language of the Settlement Agreement speaks for itself on this topic.

d) N/A

e) See General Objection 6 and Specific Objections above. This question calls for a legal conclusion or legal analysis.

f) EVgo understands the settlement agreement to be a compromise among all parties on all of the issues raised by FPL's general rate case.

g) See General Objection 6 and Specific Objections above. This question calls for a legal conclusion or legal analysis.

h) Not applicable. However, please see Order No. PSC-2025-0129-0PCO-EI granting EVgo permission to intervene in this rate case, subject to proof of standing or stipulations.

3. With respect to the following “WHEREAS” clause contained in your August 20, 2025, Stipulation and Settlement Agreement,

WHEREAS, as a part of the negotiated exchange of consideration among the Parties to this Agreement, each Party has agreed to concessions to the others with the expectation that all provisions of the Agreement will be enforced by the Commission;

Please answer the following:

- a. Please describe the consideration that EVgo gave where EVgo took no position on certain issues or when EVgo lacked a right or interest to compromise on such an issue or issues?
- b. Please state whether EVgo possessed the right and interest to provide consideration on behalf of a represented interest on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO.
- c. Did EVgo have the right to represent residential customers and small business customers identified by the abbreviation RS(T)-1 and GS(T)-1 in MFR Schedule E-? If EVgo’s answer is “yes,” identify the documents and provisions of law that provide the authorization to represent such interests.

Response:

a) EVgo objects to this request to the extent it calls for a legal conclusion or analysis, or misrepresents the legal obligations of relevant entities. EVgo further objects to this request to the extent it seeks information covered by attorney-client privilege, common-interest privilege, or seeks information covered by a Non-Disclosure Agreement signed by EVgo in furtherance of confidential settlement discussions.

b) EVgo objects to this request to the extent it calls for a legal conclusion or analysis, or misrepresents the legal obligations of relevant entities.

c) EVgo represents itself.

REQUEST FOR PRODUCTION OF DOCUMENTS

1. Please provide all documents identified in response to OPC's First Set of Interrogatories, No. 1(c).

Response: N/A.

2. Please provide all documents identified in response to OPC's First Set of Interrogatories, No. 1(d).

Response: Please see Order No. PSC-2025-0129-0PCO-EI, granting EVgo's Petition to Intervene, available on the case docket.

3. Please provide all documents identified in response to OPC's First Set of Interrogatories, No. 2(h).

Response: Please see Order No. PSC-2025-0129-0PCO-EI, granting EVgo's Petition to Intervene, available on the case docket.

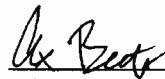
4. Please provide all documents identified in response to OPC's First Set of Interrogatories, No. 3(c).

Response: None.

DECLARATION

I, Alex Beaton, sponsor the answer to **Interrogatories Nos. 1-3** from the Office of Public Counsel's First Set of Interrogatories to EVgo Services, LLC in Docket No. 20250011, and the response is true and correct based on my personal knowledge.

Under penalties of perjury, I declare that I have read the foregoing declaration, and the interrogatory answer identified above, and that the facts stated therein are true.



Alex Beaton

9/10/25

Date

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA**

In re: Petition for Rate Increase by)
Florida Power & Light Company) Docket No. 20250011-EI

**EVGO SERVICES, LLC’S OBJECTIONS AND RESPONSES TO PUBLIC
COUNSEL’S SECOND SET OF INTERROGATORIES TO EVGO (NOS. 4-8)**

EVgo Services, LLC (“EVgo”) responds to the Citizens of the State of Florida, through Walt Trierweiler, Public Counsel’s (“Citizens”) Second Set of Interrogatories to EVgo (Nos. 4-8) as follows:

OBJECTIONS

1. With respect to the “Definitions” and “Instructions” in the Office of Public Counsel’s (OPC) Interrogatories, EVgo objects to any definitions or instructions that are inconsistent with EVgo’s discovery obligations under applicable rules. If some question arises as to EVgo’s discovery obligations, EVgo will comply with applicable rules and not with any of OPC’s definitions or instructions that are inconsistent with those rules.
2. EVgo further objects to each Interrogatory on the grounds and to the extent that the instructions impose or attempt to impose obligations greater than those imposed by the Rules of Civil Procedure or other applicable rules that govern this proceeding.
3. EVgo generally objects to each Interrogatory to the extent that it calls for data or information protected by the attorney-client privilege, the work product doctrine, the accountant-client privilege, the trade secret privilege, the common-interest privilege, or any other applicable privilege or protection afforded by law.

4. EVgo also objects to each Interrogatory that purports to require EVgo or its experts to prepare studies, analyses, or to do work for Staff that has not been done for EVgo.
5. EVgo objects to each Interrogatory to the extent that it seeks information that is duplicative, not relevant to the subject matter of this docket, and is not reasonably calculated to lead to the discovery of admissible evidence.
6. EVgo objects to each Interrogatory to the extent it calls for the EVgo to conduct legal research or provide a legal conclusion or analysis.
7. EVgo objects to each Interrogatory to the extent it is vague, ambiguous, overly broad, imprecise, or utilizes terms that are subject to multiple interpretations but are not properly defined or explained for purposes of such discovery requests.
8. EVgo expressly reserves the right to object to further discovery into the subject matter of any of these requests, to the introduction of evidence of any response or portion thereof, and to supplement its responses should further investigation disclose responsive information.
9. EVgo objects Interrogatory 5 to the extent the question misrepresents EVgo's position on the Settlement Agreement.

Notwithstanding these objections, EVgo provides the following responses:

INTERROGATORIES

Please refer to the proposed 2025 Stipulation and Settlement Agreement (SA) for the following questions.

4. Please refer to paragraphs 4(a) and 4(b) and answer the following:
 - a. Please verify EVgo Services' understanding of whether, if the SA is approved as filed, that each of the proposed battery and/or storage projects, including (i) the 522 MW Northwest Florida battery projects in 2025, (ii) the 1,420 MW of battery projects in the 2026 projected test year, (iii) the 820 MW of solar projects in the 2026 projected test

year, and (iv) the 820 MW of battery projects in the 2027 projected test year are undisputed for inclusion in the 2026 and 2027 annual revenue increases.

- b. Please explain EVgo Services' understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the revenue increases or the SA as a whole.

Response: Please see EVgo's response to Staff Interrogatory 1(a) and (b).

5. Please refer to paragraphs 4(f) and 13(i). Please explain why EVgo Services believes it is appropriate to increase the monthly credits for the CILC and CDR programs in each year following 2026 with each SoBRA.

Response: Please see EVgo's response to Staff Interrogatory 2.

6. Please refer to paragraph 13 and answer the following:
- a. Please explain EVgo Services' understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the SOBRA Mechanism or the SA as a whole.
 - b. Explain EVgo Services' understanding of the methodology to be used in the calculation of the Cumulative Present Value Revenue Requirement (CPVRR) for the solar projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.
 - c. Explain EVgo Services' understanding of the use of inclusion of non-SOBRA battery and/or solar projects as possible avoidable units in the determination of the CPVRR for solar projects in the future SOBRA proceedings.
 - d. Explain EVgo Services' understanding of whether the SOBRA battery projects must also demonstrate CPVRR benefits. If so, detail what conditions, if any, that the SOBRA battery projects are subject to, and what methodology or limitations would there be on the Commission's or any other party's review in the future SOBRA proceedings. If not, explain why not.
 - e. Explain EVgo Services' understanding of the methodology intended to be used in the determination of reliability need for solar and battery projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.
 - f. Explain EVgo Services' understanding of the methodology that would be used in demonstrating that solar and/or battery project portfolios are the lowest cost resource available to timely meet the resource need. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.

Response: Please see EVgo's response to Staff Interrogatory 3(a)-(f), inclusive.

7. Please refer to paragraph 21(a). Explain EVgo Services' understanding of how the additional threshold and sharing percentage interacts with Order No. PSC-2024-0078-FOF-EI, specifically paragraph 21(v) of the 2021 Rate Case Settlement and the review and adjustment of the adjustable parameters in the Fuel Cost Recovery Docket. Explain under what circumstances the modified Asset Optimization Program may be changed by the Commission in a later proceeding during the term of the proposed SA, and what participation, if any, EVgo Services or any other party would be allowed in that proceeding.

Response: Please see EVgo's response to Staff Interrogatory 4.

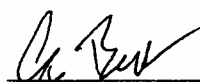
8. Please refer to paragraph 9 of the proposed Settlement for the following interrogatories.
- a. Please verify EVgo Services understands that it has agreed to not oppose allocating all clause factors using a 4 Coincident Peak (CP) and 12 percent Average Demand (AD) methodology for production plant and 4CP methodology for transmission plant.
 - b. Please explain EVgo Services' understanding of the 4CP and 12 percent AD methodology for production plant and 4CP methodology for transmission plant to allocate clause factors. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other non-signatory party's review of this methodology in future clause proceedings.
 - c. Please state whether EVgo Services has ever intervened and been a party in any of the clause proceedings during the past 3 years. If yes, please list the year and the specific clause.
 - d. Please indicate whether EVgo Services intends to obtain party status and participate in the upcoming 2025 clause proceedings?
 - e. Please explain whether it is EVgo Services' understanding that the Commission is obligated to approve the 4CP 12 percent AD methodology for production plant and 4CP for transmission plant cost of service methodology in future clause hearings, under the terms of the proposed Settlement.
 - f. Please explain whether EVgo Services agrees to FPL's proposed cost of service methodology (12 CP and 25 percent AD) to allocate production and transmission plant to set base rates.

Response: Please see EVgo's response to Staff Interrogatory 5(a)-(f).

DECLARATION

I, Alex Beaton, sponsor the answer to **Interrogatories Nos. 4-8** from the Office of Public Counsel's Second Set of Interrogatories to EVgo Services, LLC in Docket No. 20250011, and the response is true and correct based on my personal knowledge.

Under penalties of perjury, I declare that I have read the foregoing declaration, and the interrogatory answer identified above, and that the facts stated therein are true.



Alex Beaton

9/12/25

Date

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

DOCKET NO. 20250011-EI

DATED: SEPTEMBER 8, 2025

**FEDERAL EXECUTIVE AGENCIES’
RESPONSE TO CITIZENS’ FIRST
SET OF INTERROGATORIES (NOS. 1-3)**

The Federal Executive Agencies hereby serves the following Response to the Citizens of the State of Florida’s (“Citizens”), through the Office of Public Counsel’s (“OPC”), First Set of Interrogatories (Nos. 1-3) pursuant to Rule 28-106.206, F.A.C. and Florida Rule of Civil Procedure 1.340.

I. General Objections

1. The FEA objects to each and every discovery request that calls for information protected by the attorney-client privilege, the work product doctrine, the accountant-client privilege, the trade secret privilege, or any other applicable privilege or protection afforded by law, whether such privilege or protection appears at the time the response is first made or is later determined to be applicable for any reason. FPL in no way intends to waive any such privilege or protection. The nature of the documents, if any, will be described in a privilege log prepared and provided by the FEA.

2. In certain circumstances, the FEA may determine, upon investigation and analysis, that information or documents responsive to certain discovery requests to which objections are not otherwise asserted is confidential and proprietary and should be produced only with provisions in place to protect the confidentiality of the information. By agreeing to provide such information or documents in response to such request, the FEA is not waiving its right to insist upon appropriate protection of confidentiality by means of a protective order, a request for confidential

Florida Power & Light Company
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First Set of Interrogatories

classification, a Notice of Intent, and any other process as provided for by Florida Statutes and Commission Rules, or other action to protect the confidential information or documents requested. The FEA asserts its right to require such protection of any and all information and documents that may qualify for protection under the Florida Rules of Civil Procedure, Florida Statutes, and other applicable statutes, rules and legal principles.

3. The FEA objects to each discovery request to the extent that it seeks information that is duplicative, not relevant to the subject matter of this docket, and is not reasonably calculated to lead to the discovery of admissible evidence.

4. The FEA objects to each and every discovery request to the extent it is vague, ambiguous, overly broad, imprecise, or utilizes terms that are subject to multiple interpretations but are not properly defined or explained for purposes of such discovery requests. Any responses provided by the FEA will be provided subject to, and without waiver of, the foregoing objection.

5. The FEA objects to each and every discovery request to the extent it calls for the FEA to prepare information in a particular format or perform calculations or analyses not previously prepared or performed as unduly burdensome and purporting to expand the FEA's obligations under applicable law.

6. The FEA objects to each and every discovery request to the extent it calls for the FEA to conduct legal research or provide a legal conclusion or analysis.

7. The FEA objects to providing information to the extent that such information is already in the public record before a public agency and available through normal procedures or is readily accessible through legal search engines.

8. The FEA objects to each and every discovery request and any instructions that purport to expand The FEA's obligations under applicable law. In addition, the FEA reserves its right to

count discovery requests and their sub-parts, as permitted under the applicable rules of procedure, in determining whether it is obligated to respond to additional requests served by any party.

9. The FEA expressly reserves and does not waive any and all objections it may have to the admissibility, authenticity, or relevance of the information provided in its responses.

II. General Responses

1. The Stipulation and Settlement speaks for itself on the four corners of the documents. The FEA filed a prehearing statement on July 18, 2025. In that prehearing statement, The FEA took positions on Issues 13-14, 44-45, 48-50, 89-93, 105, and 109. The Stipulation and Settlement was reached after negotiations between the settling parties and reasonable give and take. It is FEA's position that the Stipulation and Settlement does resolve all 130 issues. FEA did not seek to represent and does not represent customers other than those who FEA represents by Law. *See* Motion to Intervene filed by FEA (Document No. 01267-2025); Order on Motion to Intervene filed by the Commission (Order No. PSC-2025-0077-PCO-EL); Settlement Testimony Provided by Michael P. Gorman (Document No. 08979-2025).

III. Interrogatories

Citizens' Request No. 1:

With respect to the following "WHEREAS" clause contained in FEA's August 20, 2025, Stipulation and Settlement Agreement,

WHEREAS, the Parties to this Agreement have undertaken to resolve the issues raised in Docket No. 20250011-EI so as to maintain a degree of stability and predictability with respect to FPL's base rates and charges; and

Please answer the following as to FEA:

- a. Does the phrase "the issues raised in Docket No 20250011-EI" refer to all 130 issues contained in Order No. PSC-2025-0298-PHO-EI?
- b. Does this WHEREAS clause indicate that FEA was authorized to enter into the Agreement to resolve each and every one of the 130 issues contained in Order No. PSC-2025-0298-PHO-EI?
- c. If the answer to b. is "no," please indicate on which issues FEA is authorized to enter into an agreement to resolve that issue and please identify the document(s) where FEA's legal authority to participate in an agreement to "resolve the issues raised in Docket No 20250011-EI" is found.
- d. If the answer to b. is "yes," please identify the document(s) where FEA's legal authority to participate in an agreement to "resolve [all of] the issues raised in Docket No 20250011-EI" is found.
- e. Please identify the interests represented by FEA that entitled FEA and counsel representing FEA to enter into and sign the agreement to resolve the issues identified in Order No. PSC-2025-0298-PHO.

Response:

- a. Yes. The Stipulation and Settlement speaks for itself on the four corners of the documents. The FEA filed a prehearing statement on July 18, 2025. In that prehearing statement, The FEA took positions on Issues 13-14, 44-45, 48-50, 89-93, 105, and 109. The Stipulation and Settlement was reached after negotiations between the parties and reasonable give and take. It is FEA's position that the Settlement does resolve all 130 issues.
- b. **Objection: This interrogatory seeks the mental impressions, theories, opinions of counsel, calls for a legal opinion, and relevance**

The FEA objects to this interrogatory as it seeks to delve into the minds of counsel and seeks a legal opinion or legal conclusion. The OPC is asking if FEA is authorized to enter into an agreement, however the decision on whether there is a

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valid Stipulation and Settlement and whether FEA is authorized is up to the Commission to decide.

The responses to this interrogatory are irrelevant to this rate case, are not reasonably calculated to lead to the discovery of admissible evidence, and the Commission's evaluation of the Stipulation and Settlement Agreement.

However, FEA accepts the stipulation as reasonable resolution of all issues in this case.

- c. **Objection: This interrogatory seeks the mental impressions, theories, opinions of counsel, calls for a legal opinion, and relevance.**

The FEA objects to this interrogatory as it seeks to delve into the minds of counsel and seeks a legal opinion or legal conclusion. The OPC is asking if FEA is authorized to enter into an agreement, however the decision on whether there is a valid Stipulation and Settlement and whether FEA is authorized is up to the Commission to decide.

The responses to this interrogatory are irrelevant to this rate case, are not reasonably calculated to lead to the discovery of admissible evidence, and the Commission's evaluation of the Stipulation and Settlement Agreement.

However, not applicable and but response to 1a. above.

- d. Not applicable.
- e. See the Motion to Intervene filed by FEA (Document No. 01267-2025), the Order on Motion to Intervene filed by the Commission (Order No. PSC-2025-0077-PCO-EL), and Settlement Testimony Provided by Michael P. Gorman (Document No. 08979-2025).

Citizens' Request No. 2:

With respect to the following "WHEREAS" clause contained in FEA's August 20, 2025, Stipulation and Settlement Agreement,

WHEREAS, the Parties have entered into this Agreement in compromise of their respective positions taken in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable; and

Please answer the following:

- a. With respect to the phrase "compromise of their respective positions taken" contained in this WHEREAS clause, does the word "positions taken" refer to the positions taken by FEA as reflected in Order No. PSC-2025-0298-PHO?
- b. In the context of this WHEREAS clause, please explain as to the meaning of the phrase "in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable"?
- c. Does the phrase "in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable" indicate that for certain issues FEA have no "rights and interests" to resolve each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?
- d. If the answer to c. is "yes," please identify each of the issues that FEA does have a "right and interest" to resolve.
- e. If FEA has no right or interest to take an affirmative position on any one or more of the 130 issues identified in Order No. PSC-2025-0298-PHO, can FEA nevertheless compromise on the specific issue(s)? If the answer is yes, did FEA so compromise relative to such issues?
- f. Please identify the specific issue identified in Order No. PSC-2025-0298-PHO upon which FEA reached a compromise.
- g. Did FEA have the right and interest to both take a position and compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?
- h. If FEA stated in f. that FEA had a right and interest to compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO, please identify the document(s) from which arise such rights and interests that FEA compromised.

Response:

- a. Yes.
- b. **Objection:** This interrogatory seeks the mental impressions, theories, opinions of counsel, calls for a legal opinion, and relevance.

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The FEA objects to this interrogatory as it seeks to delve into the minds of counsel and seeks a legal opinion or legal conclusion. The decision on this interrogatory is up to the Commission to decide.

The responses to this interrogatory are irrelevant to this rate case, are not reasonably calculated to lead to the discovery of admissible evidence, and the Commission's evaluation of the Stipulation and Settlement Agreement.

- c. **Objection: This interrogatory seeks the mental impressions, theories, opinions of counsel, calls for a legal opinion, and relevance.**

The FEA objects to this interrogatory as it seeks to delve into the minds of counsel and seeks a legal opinion or legal conclusion. The decision on whether FEA has the "rights and interests" in this case is up to the Commission to decide.

The responses to this interrogatory are irrelevant to this rate case, are not reasonably calculated to lead to the discovery of admissible evidence, and the Commission's evaluation of the Stipulation and Settlement Agreement

- d. Not applicable, however see answer to Interrogatory 1(e).
- e. **Objection: This interrogatory seeks the mental impressions, theories, opinions of counsel, calls for a legal opinion, and relevance**

The FEA objects to this interrogatory as it seeks to delve into the minds of counsel and seeks a legal opinion or legal conclusion. The OPC is asking if FEA can compromise, however the decision on whether there is a valid Stipulation and Settlement and whether FEA can compromise is up to the Commission to decide.

The responses to this interrogatory are irrelevant to this rate case, are not reasonably calculated to lead to the discovery of admissible evidence, and the Commission's evaluation of the Stipulation and Settlement Agreement

- f. The FEA reached a settlement based on all issues. The Stipulation and Settlement speaks for itself on the four corners of the documents.
- g. **Objection: This interrogatory seeks the mental impressions, theories, opinions of counsel, calls for a legal opinion, and relevance**

The FEA objects to this interrogatory as it seeks to delve into the minds of counsel and seeks a legal opinion or legal conclusion.

The OPC is asking if FEA has the rights and interests for our positions in this case. The decision on whether there is a valid Stipulation and Settlement and whether FEA has the proper rights and interest in this case is up to the Commission to decide.

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- h. **Objection: This interrogatory seeks the mental impressions, theories, opinions of counsel, calls for a legal opinion, relevance, and is vague, ambiguous, and undefined**

Question f. did not ask if "FEA had a right and interest to compromise..."

The OPC is asking if we have the right and interest for our positions in this case. The decision on whether there is a valid Stipulation and Settlement and whether FEA has the proper rights and interest in this case is up to the Commission to decide.

See answer to g, above.

Citizens' Request No. 3:

With respect to the following "WHEREAS" clause contained in FEA's August 20, 2025, Stipulation and Settlement Agreement,

WHEREAS, as a part of the negotiated exchange of consideration among the Parties to this Agreement, each Party has agreed to concessions to the others with the expectation that all provisions of the Agreement will be enforced by the Commission;

Please answer the following:

- a. Please describe the consideration that FEA gave where FEA took no position on certain issues or when FEA lacked a right or interest to compromise on such an issue or issues?
- b. Please state whether FEA possessed the right and interest to provide consideration on behalf of a represented interest on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO.
- c. Did FEA have the right to represent residential customers and small business customers identified by the abbreviation RS(T)-1 and GS(T)-1 in MFR Schedule E-? If FEA's answer is "yes," identify the documents and provisions of law that provide the authorization to represent such interests.

Response:

- a. **This interrogatory seeks the mental impressions, theories, opinions of counsel, calls for a legal opinion.**

The FEA objects to this interrogatory as it seeks to delve into the minds of counsel and seeks a legal opinion or legal conclusion.

The OPC is asking if we have the right and interest for our positions in this case. The decision on whether there is a valid Stipulation and Settlement and whether FEA has the proper rights and interest in this case is up to the Commission to decide.

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- b. **This interrogatory seeks the mental impressions, theories, opinions of counsel, calls for a legal opinion.**

The FEA objects to this interrogatory as it seeks to delve into the minds of counsel and seeks a legal opinion or legal conclusion.

The OPC is asking if we have the right and interest for our positions in this case. The decision on whether there is a valid Stipulation and Settlement and whether FEA has the proper rights and interest in this case is up to the Commission to decide.

- c. **This interrogatory seeks the mental impressions, theories, opinions of counsel, calls for a legal opinion.**

The FEA objects to this interrogatory as it seeks to delve into the minds of counsel and seeks a legal opinion or legal conclusion.

The OPC is asking if we have the rights for our positions in this case. The decision on whether there is a valid Stipulation and Settlement and whether FEA has the proper rights and interest in this case is up to the Commission to decide.

However, FEA did not seek to represent and does not represent customers other than who FEA represents by Law. *See* the Motion to Intervene filed by FEA (Document No. 01267-2025), the Order on Motion to Intervene filed by the Commission (Order No. PSC-2025-0077-PCO-EL), and Settlement Testimony Provided by Michael P. Gorman (Document No. 08979-2025).

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

DOCKET NO. 20250011-EI

DATED: SEPTEMBER 12, 2025

**FEDERAL EXECUTIVE AGENCIES' OBJECTIONS AND RESPONSE TO CITIZENS'
SECOND SET OF INTERROGATORIES (NO. 4-8)**

The Federal Executive Agencies hereby serves the following Response to the Citizens of the State of Florida (Citizens), through the Office of Public Counsel's ("OPC") Second Set of Interrogatories (No. 4-8).

I. General Objections

1. The FEA objects to each and every discovery request that calls for information protected by the attorney-client privilege, the work product doctrine, the accountant-client privilege, the trade secret privilege, or any other applicable privilege or protection afforded by law, whether such privilege or protection appears at the time the response is first made or is later determined to be applicable for any reason. FPL in no way intends to waive any such privilege or protection. The nature of the documents, if any, will be described in a privilege log prepared and provided by the FEA.

2. In certain circumstances, the FEA may determine, upon investigation and analysis, that information or documents responsive to certain discovery requests to which objections are not otherwise asserted is confidential and proprietary and should be produced only with provisions in place to protect the confidentiality of the information. By agreeing to provide such information or documents in response to such request, the FEA is not waiving its right to insist upon appropriate protection of confidentiality by means of a protective order, a request for confidential classification, a Notice of Intent, and any other process as provided for by Florida Statutes and Commission Rules, or other action to protect the confidential information or documents requested.

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2nd of Interrogatories (4-8)

The FEA asserts its right to require such protection of any and all information and documents that may qualify for protection under the Florida Rules of Civil Procedure, Florida Statutes, and other applicable statutes, rules and legal principles.

3. The FEA objects to each discovery request to the extent that it seeks information that is duplicative, not relevant to the subject matter of this docket, and is not reasonably calculated to lead to the discovery of admissible evidence.

4. The FEA objects to each and every discovery request to the extent it is vague, ambiguous, overly broad, imprecise, or utilizes terms that are subject to multiple interpretations but are not properly defined or explained for purposes of such discovery requests. Any responses provided by the FEA will be provided subject to, and without waiver of, the foregoing objection.

5. The FEA objects to each and every discovery request to the extent it calls for the FEA to prepare information in a particular format or perform calculations or analyses not previously prepared or performed as unduly burdensome and purporting to expand the FEA's obligations under applicable law.

6. The FEA objects to each and every discovery request to the extent it calls for the FEA to conduct legal research or provide a legal conclusion or analysis.

7. The FEA objects to providing information to the extent that such information is already in the public record before a public agency and available through normal procedures or is readily accessible through legal search engines.

8. The FEA objects to each and every discovery request and any instructions that purport to expand The FEA's obligations under applicable law. In addition, the FEA reserves its right to count discovery requests and their sub-parts, as permitted under the applicable rules of

procedure, in determining whether it is obligated to respond to additional requests served by any party.

9. The FEA expressly reserves and does not waive any and all objections it may have to the admissibility, authenticity, or relevance of the information provided in its responses.

II. General Response

10. As reflected in our prehearing statement, the FEA took no position on the issues related to the battery projects or issues involving SoBRA.

Citizens' Request No. 4:

Please refer to paragraphs 4(a) and 4(b).

- a. Please verify FEA's understanding of whether, if the SA is approved as filed, that each of the proposed battery and/or storage projects, including (i) the 522 MW Northwest Florida battery projects in 2025, (ii) the 1,420 MW of battery projects in the 2026 projected test year, (iii) the 820 MW of solar projects in the 2026 projected test year, and (iv) the 820 MW of battery projects in the 2027 projected test year are undisputed for inclusion in the 2026 and 2027 annual revenue increases.
- b. Please explain FEA's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the revenue increases or the SA as a whole.

Response:

- a. The settlement describes the agreement on cost recovery of battery and storage resource investments in paragraph 13. The SA does specify that FPL will develop battery and storage resources in 2027 through 2029 and recover the cost in the SoBRA. FPL has an obligation to show an economic need or resource/reliability need.
- b. The settlement specifies that FPL must demonstrate an economic need and/or a resource reliability need for the battery storage resources. The settlement does not specify how FPL is obligated to make those showings.

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FEA's Response to Citizens'
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Citizens' Request No. 5:

Please refer to paragraphs 4(f) and 13(i). Please explain why FEA believes it is appropriate to increase the monthly credits for the CILC and CDR programs in each year following 2026 with each SoBRA.

Response:

FEA is willing to accept the monthly credits for CILC and CDR programs as a component of the settlement agreement which, overall, FEA finds to be fair and reasonable.

Citizens' Request No. 6:

Please refer to paragraph 13.

- a. Please explain FEA's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the SOBRA Mechanism or the SA as a whole.
- b. Explain FEA's understanding of the methodology to be used in the calculation of the Cumulative Present Value Revenue Requirement (CPVRR) for the solar projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.
- c. Explain FEA's understanding of the use of inclusion of non-SOBRA battery and/or solar projects as possible avoidable units in the determination of the CPVRR for solar projects in the future SOBRA proceedings.
- d. Explain FEA's understanding of whether the SOBRA battery projects must also demonstrate CPVRR benefits. If so, detail what conditions, if any, that the SOBRA battery projects are subject to, and what methodology or limitations would there be on the Commission's or any other party's review in the future SOBRA proceedings. If not, explain why not.
- e. Explain FEA's understanding of the methodology intended to be used in the determination of reliability need for solar and battery projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.
- f. Explain FEA's understanding of the methodology that would be used in demonstrating that solar and/or battery project portfolios are the lowest cost resource available to timely meet the resource need. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.

Response:

- a. FEA does not understand the settlement to approve a specific methodology.
- b. See response to "a" above.
- c. See response to "a" above.
- d. See response to "a" above.
- e. See response to "a" above.
- f. See response to "a" above.

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FEA's Response to Citizens'
2nd of Interrogatories (4-8)

Citizens' Request No. 7:

Please refer to paragraph 21(a). Explain the FEA's understanding of how the additional threshold and sharing percentage interacts with Order No. PSC-2024-0078-FOF-EI, specifically paragraph 21(v) of the 2021 Rate Case Settlement and the review and adjustment of the adjustable parameters in the Fuel Cost Recovery Docket. Explain under what circumstances the modified Asset Optimization Program may be changed by the Commission in a later proceeding during the term of the proposed SA, and what participation, if any, FEA or any other party would be allowed in that proceeding.

Response:

FEA is willing to accept the settlement agreement as a compromise of all the issues in dispute in this case. Any changes to the Asset Optimization plan will not impact charges to customers until after the SA term is complete.

Citizens' Request No. 8:

Please refer to paragraphs 9 of the proposed Settlement for the following interrogatories.

- g. Please verify FEA understands that it has agreed to not oppose allocating all clause factors using a 4 Coincident Peak (CP) and 12 percent Average Demand (AD) methodology for production plant and 4CP methodology for transmission plant.
- h. Please explain FEA's understanding of the 4CP and 12 percent AD methodology for production plant and 4CP methodology for transmission plant to allocate clause factors. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other non-signatory party's review of this methodology in future clause proceedings.
- i. Please state whether FEA has ever intervened and been a party in any of the clause proceedings during the past 3 years. If yes, please list the year and the specific clause.
- j. Please indicate whether FEA intends to obtain party status and participate in the upcoming 2025 clause proceedings?
- k. Please explain whether it is FEA's understanding that the Commission is obligated to approve the 4CP 12 percent AD methodology for production plant and 4CP for transmission plant cost of service methodology in future clause hearings, under the terms of the proposed Settlement.
- l. Please explain whether FEA agrees to FPL's proposed cost of service methodology (12 CP and 25 percent AD) to allocate production and transmission plant to set base rates.

Response:

- a. Yes. Paragraph 9 of the Proposed Settlement Agreement expressly provides that "[a]ll Parties to this Agreement maintain their full rights in the clause dockets but shall not oppose the allocation methodology."
- b. The 4 CP and 12 percent AD allocation methodology for Production Plant weights 78% of the production plant costs as demand related based on each customer class's contribution to the system's peak demand during the four coincident peak hours of the year and the remaining 12% is weighted as energy related.

The 4 CP allocation methodology for Transmission Plant weights 100% of the transmission costs as demand related based on each customer class's contribution to the system's peak demand during the four coincident peak hours of the year.

The Proposed Settlement Agreement, if approved by the Commission, is only binding on the signatory parties. Thus, non-signatories would retain all rights and remedies to participate and advocate in FPL's annual clause proceedings as available and permitted by law. If the Commission approves the Proposed Settlement Agreement, FPL would be obligated to comply with the terms of that final order unless and until otherwise modified by subsequent order of the Commission.

Thus, if the Proposed Settlement Agreement is approved, FPL would apply the 4 CP and 12 percent AD Production Allocator and the 4 CP Transmission Allocator to all clauses filings and the Commission would review and determine, among other things, whether the cost of service methodology used for that clause filing properly complied with the Commission's final order.

- c. **OBJECTION: This interrogatory seeks information that is a matter of public record, is unreasonably duplicative, and cumulative.**

However, FEA has not intervened in clause proceedings in the past 3 years.

- d. FEA has not had full discovery and seen the administrative record for future proceedings. FEA cannot make that decision at this time. Outside economic factors may change the position of FEA. FEA has made no decisions on future clause proceedings at this time and reserves all rights to intervene as party.
- e. If the Commission finds that the Proposed Settlement Agreement, when taken as a whole, is in the public interest and approves the Proposed Settlement Agreement, FPL would be obligated to comply with the terms of that final order unless and until otherwise modified by subsequent order of the Commission. Thus, if the Proposed Settlement Agreement is approved, FPL would apply the 4 CP and 12 percent AD Production Allocator and the 12 CP Transmission Allocator to all clauses filings and the Commission would review and determine, among other things, whether the cost of service methodology used for that clause filing properly complied with the Commission's final order.
- f. No. The Proposed Settlement Agreement does not propose to adopt the 12 CP and 25 percent AD methodology for production and transmission plan to set base rates. The Proposed Settlement Agreement applies a "modified equal percentage allocation" methodology used to allocate the revenue requirements. The "modified equal percentage allocation" methodology agreed to in the Proposed Settlement Agreement reflects a negotiated compromise among parties representing diverse customer interests and demonstrates a measured approach that considers the competing cost allocation proposals submitted in this case while achieving the targeted revenue.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

Docket No. 20250011-EI

Served: September 10, 2025

**FLORIDA ENERGY FOR INNOVATION ASSOCIATION, INC.'S RESPONSES
AND OBJECTIONS TO CITIZENS' FIRST SET OF INTERROGATORIES
(NOS. 1-3) TO FEIA RELATED TO ISSUES IN THE SETTLEMENT AGREEMENT**

Florida Energy for Innovation Association, Inc. ("FEIA"), by and through its undersigned counsel, pursuant to Rule 1.340, Florida Rules of Civil Procedure, and Rule 28-106.206, Florida Administrative Code, and the Florida Public Service Commission's First Order Revising Order Establishing Procedure No. PSC-2025-0323-PCO-EI, hereby serves its Answers and Objections to the First Set of Interrogatories (Nos. 1-3) to FEIA Related to the Issues in the Settlement Agreement by the Citizens of the State of Florida ("Citizens").

GENERAL OBJECTIONS

1. With respect to the "Definitions" and "Instructions" in Citizens' Interrogatories, FEIA objects to any definitions or instructions that are inconsistent with FEIA's discovery obligations under applicable rules. If some question arises as to FEIA's discovery obligations, FEIA will comply with applicable rules and not with any of Citizens' definitions or instructions that are inconsistent with those rules.

2. FEIA objects to any definition or Interrogatory that seeks to encompass persons or entities that are not parties to this action or that are not subject to discovery under applicable rules.

3. FEIA also objects to any Interrogatory that purports to require FEIA or its experts to prepare studies, analyses, or to do work for Citizens that has not been done for FEIA.

4. FEIA generally objects to each Interrogatory to the extent that it calls for data or information protected by the attorney-client privilege, the work product doctrine, the accountant-

client privilege, the trade secret privilege, or any other applicable privilege or protection afforded by law.

5. FEIA reserves the right to supplement any of its answers or objections to each Interrogatory if FEIA cannot locate the answers immediately due to its magnitude or the work required to aggregate responsive information, or if FEIA later discovers additional responsive information in the course of this proceeding.

6. FEIA further objects to each Interrogatory on the grounds and to the extent that the instructions impose or attempt to impose obligations greater than those imposed by the Rules of Civil Procedure or other applicable rules that govern this proceeding.

7. FEIA further objects to each Interrogatory on the grounds that it may call for the production of materials or information that constitute trade secrets or other confidential research, development, or commercial information, disclosure of which to competitors or to the public at large would materially harm FEIA's interests.

8. FEIA objects to these Interrogatories, individually and generally, to the extent the requested documents and/or information is in the public domain or equally accessible to Citizens.

9. By providing the responses herein, FEIA does not concede that any Interrogatory is relevant to this action or is reasonably calculated to lead to the discovery of admissible evidence. FEIA expressly reserves the right to object to further discovery into the subject matter of any of these Interrogatories, to the introduction of evidence of any response or portion thereof, and to supplement its responses should further investigation disclose responsive information.

10. In responding to Citizens' Interrogatories, FEIA has made a reasonable inquiry of those persons likely to possess information responsive to Citizens' Interrogatories and has conducted a reasonable search of those records in FEIA's possession, custody, or control where the requested information would likely be maintained in the ordinary course of business. To the extent

that any of Citizens' Interrogatories ask FEIA to go to greater lengths, FEIA objects thereto because such Interrogatories are overly broad, unduly burdensome, and unreasonable.

**FEIA'S RESPONSES AND SPECIFIC OBJECTIONS TO CITIZENS'
FIRST SET OF INTERROGATORIES (NOS. 1-3) RELATED
TO ISSUES IN THE SETTLEMENT AGREEMENT**

1. With respect to the following "WHEREAS" clause contained in FEIA's August 20, 2025 Stipulation and Settlement Agreement,

WHEREAS, the Parties to this Agreement have undertaken to resolve the issues raised in Docket No. 20250011-EI so as to maintain a degree of stability and predictability with respect to FPL's base rates and charges;

Please answer the following as to FEIA:

- a. Does the phrase "the issues raised in Docket No 20250011-EI" refer to all 130 issues contained in Order No. PSC-2025-0298-PHO-EI?
- b. Does this WHEREAS clause indicate that FEIA was authorized to enter into the Agreement to resolve each and every one of the 130 issues contained in Order No. PSC-2025-0298-PHO-EI?
- c. If the answer to b. is "no," please indicate on which issues FEIA is authorized to enter into an agreement to resolve that issue and please identify the document(s) where FEIA's legal authority to participate in an agreement to "resolve the issues raised in Docket No 20250011-EI" is found.
- d. If the answer to b. is "yes," please identify the document(s) where FEIA's legal authority to participate in an agreement to "resolve [all of] the issues raised in Docket No 20250011-EI" is found.
- e. Please identify the interests represented by FEIA that entitled FEIA and counsel representing FEIA to enter into and sign the agreement to resolve the issues identified in Order No. PSC-2025-0298-PHO.

RESPONSE:

- a. Yes.
- b. FEIA states that the WHEREAS clause referenced in this Interrogatory speaks for itself. FEIA further states that it had authority to enter into the 2025 Stipulation and Settlement Agreement, which, as the agreement expressly states, resolves "the issues raised in Docket No. 20250011-EI."
- c. FEIA incorporates its response to Interrogatory No. 1.b as if fully stated herein. FEIA further states that it did not respond "no" to Interrogatory No. 1.b, so there is no information responsive to this Interrogatory.

- d. FEIA incorporates its response to Interrogatory No. 1.b as if fully stated herein. In addition, FEIA refers Citizens to the following documents produced by FEIA to Citizens on June 18, 2025 in response to FPL's Second Request for Production of Documents (Nos. 4-6) to FEIA, which contain information responsive to this Interrogatory: FEIA's Articles of Incorporation, produced at Bates Nos. FEIA_000194–000200; FEIA's Bylaws, produced at Bates Nos. FEIA_000201–000215; and FEIA's Written Consent to Action of the Board of Directors Taken in Lieu of First and Organizational Meeting of Florida Energy for Innovation Association, Inc., a Florida Not-For-Profit Corporation, produced at Bates Nos. FEIA_000216–000217.
 - e. FEIA objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege or work product doctrine. FEIA further objects to this Interrogatory on the grounds that it seeks an improper legal opinion. Subject to and without waiving the foregoing objections, FEIA refers Citizens to its Motion to Intervene, filed in this docket on May 15, 2025 at DN 03645-2025, and the documents identified in response to Interrogatory No. 1.d, which provide information responsive to this Interrogatory.
2. With respect to the following “WHEREAS” clause contained in FEIA's August 20, 2025 Stipulation and Settlement Agreement,

WHEREAS, the Parties have entered into this Agreement in compromise of their respective positions taken in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable; and

Please answer the following:

- a. With respect to the phrase “compromise of their respective positions taken” contained in this WHEREAS clause, does the word “positions taken” refer to the positions taken by FEIA as reflected in Order No. PSC-2025-0298-PHO?
- b. In the context of this WHEREAS clause, please explain as to the meaning of the phrase “in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable”?
- c. Does the phrase “in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable” indicate that for certain issues FEIA have no “rights and interests” to resolve each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?
- d. If the answer to c. is “yes,” please identify each of the issues that FEIA does have a “right and interest” to resolve?
- e. If FEIA has no right or interest to take an affirmative position on any one or more of the 130 issues identified in Order No. PSC-2025-0298-PHO, can FEIA

nevertheless compromise on the specific issue(s)? If the answer is yes, did FEIA so compromise relative to such issues?

- f. Please identify the specific issue identified in Order No. PSC-2025-0298-PHO upon which FEIA reached a compromise.
- g. Did FEIA have the right and interest to both take a position and compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?
- h. If FEIA stated in f. that FEIA had a right and interest to compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO, please identify the document(s) from which arise such rights and interests that FEIA compromised.

RESPONSE:

- a. Yes.
- b. FEIA objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege or work product doctrine. FEIA further objects to this Interrogatory on the grounds that it seeks an improper legal opinion. Subject to and without waiving the foregoing objections, FEIA states that the phrase quoted in this Interrogatory speaks for itself. FEIA further refers Citizens to Chapters 350, 366, and 120 of the Florida Statutes, which contain information responsive to this Interrogatory.
- c. FEIA objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege or work product doctrine. FEIA further objects to this Interrogatory on the grounds that it seeks an improper legal opinion. Subject to and without waiving the foregoing objections, FEIA states that, the WHEREAS clause referenced in this Interrogatory speaks for itself.
- d. FEIA incorporates its objections to Interrogatory No. 2.c as if fully stated herein. Subject to and without waiving the foregoing objections, FEIA states that it did not answer “yes” to Interrogatory No. 2.c and therefore there is no information responsive to this Interrogatory.
- e. FEIA objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege or work product doctrine. FEIA further objects to this Interrogatory on the grounds that it seeks an improper legal opinion. In addition, FEIA objects to this Interrogatory on the grounds that it presents an improper hypothetical not based on facts asserted or established in this proceeding.
- f. FEIA incorporates its response to Interrogatory No. 1.a as if stated fully herein.
- g. FEIA objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege or work product doctrine. FEIA further objects to this Interrogatory on the grounds that it seeks an improper legal opinion.

- h. FEIA objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege or work product doctrine. FEIA further objects to this Interrogatory on the grounds that it is vague and ambiguous and seeks an improper legal opinion. Subject to and without waiving the foregoing objections, FEIA refers Citizens to the documents identified by FEIA in response to Interrogatory Nos. 1.d and 1.e, which contain information responsive to this Interrogatory.
3. With respect to the following “WHEREAS” clause contained in FEIA’s August 20, 2025 Stipulation and Settlement Agreement,

WHEREAS, as a part of the negotiated exchange of consideration among the Parties to this Agreement, each Party has agreed to concessions to the others with the expectation that all provisions of the Agreement will be enforced by the Commission;

Please answer the following:

- a. Please describe the consideration that FEIA gave where FEIA took no position on certain issues or when FEIA lacked a right or interest to compromise on such an issue or issues?
- b. Please state whether FEIA possessed the right and interest to provide consideration on behalf of a represented interest on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO.
- c. Did FEIA have the right to represent residential customers and small business customers identified by the abbreviation RS(T)-1 and GS(T)-1 in MFR Schedule E-? If FEIA’s answer is “yes,” identify the documents and provisions of law that provide the authorization to represent such interests?

RESPONSE:

- a. FEIA objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege or work product doctrine. FEIA further objects to this Interrogatory on the grounds that it seeks an improper legal opinion. In addition, FEIA objects to this Interrogatory because it seeks information regarding settlement negotiations that are confidential and inadmissible pursuant to section 90.408, Florida Statutes, Order No. PSC-2020-0438-PCO-EI, and the non-disclosure agreement entered by the parties to the 2025 Stipulation and Settlement Agreement. Subject to and without waiving the foregoing objections, FEIA refers Citizens to the 2025 Stipulation and Settlement Agreement, filed in this docket on August 20, 2025 at DN08075-2025, which reflects the final terms of the parties’ agreement, including the final concessions made by the parties to the agreement.
- b. FEIA objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege or work product doctrine. FEIA further objects to this Interrogatory on the grounds that it seeks an improper legal opinion. In addition,

FEIA objects to this Interrogatory on the grounds that it is ambiguous and confusing as “represented interest” is not a defined term and is not a term generally understood or used by FEIA.

- c. FEIA objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege or work product doctrine. FEIA further objects to this Interrogatory on the grounds that it seeks an improper legal opinion. In addition, FEIA objects to this Interrogatory because it constitutes an adversarial interrogation of FPL customers that OPC has a duty to represent. Subject to and without waiving the foregoing objections, FEIA states that it represents its members. FEIA further states that it has members who receive service from FPL under the RS(T)-1 and GS(T)-1 rate classes.

Dated this 10th day of September, 2025.

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/s/ D. Bruce May, Jr.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail this 10th day of September, 2025 the following:

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/s/D. Bruce May, Jr.

Kathryn Isted

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

Docket No. 20250011-EI

Served: September 12, 2025

**FLORIDA ENERGY FOR INNOVATION ASSOCIATION, INC.'S RESPONSES
AND OBJECTIONS TO CITIZENS' SECOND SET OF INTERROGATORIES
(NOS. 4-8) TO FEIA RELATED TO ISSUES IN THE SETTLEMENT AGREEMENT**

Florida Energy for Innovation Association, Inc. ("FEIA"), by and through its undersigned counsel, pursuant to Rule 1.340, Florida Rules of Civil Procedure, Rule 28-106.206, Florida Administrative Code, and the Commission's First Order Revising Order Establishing Procedure No. PSC-2025-0323-PCO-EI, hereby serves its Responses and Objections to the Second Set of Interrogatories (Nos. 4-8) to FEIA Related to the Issues in the Settlement Agreement by the Citizens of the State of Florida ("Citizens").

GENERAL OBJECTIONS

1. FEIA objects to Citizens' Interrogatories because they appear to be copied verbatim from Staff's Second and Third Sets of Interrogatories to FEIA and are therefore redundant, cumulative, and needlessly increases the cost of litigation.

2. With respect to the "Definitions" and "Instructions" in Citizens' Interrogatories, FEIA objects to any definitions or instructions that are inconsistent with FEIA's discovery obligations under applicable rules. If some question arises as to FEIA's discovery obligations, FEIA will comply with applicable rules and not with any of Citizens' definitions or instructions that are inconsistent with those rules.

3. FEIA objects to any definition or Interrogatory that seeks to encompass persons or entities that are not parties to this action or that are not subject to discovery under applicable rules.

4. FEIA also objects to any Interrogatory that purports to require FEIA or its experts to prepare studies, analyses, or to do work for Citizens that has not been done for FEIA.

5. FEIA generally objects to each Interrogatory to the extent that it calls for data or information protected by the attorney-client privilege, the work product doctrine, the accountant-client privilege, the trade secret privilege, or any other applicable privilege or protection afforded by law.

6. FEIA reserves the right to supplement any of its answers or objections to each Interrogatory if FEIA cannot locate the answers immediately due to its magnitude or the work required to aggregate responsive information, or if FEIA later discovers additional responsive information in the course of this proceeding.

7. FEIA further objects to each Interrogatory on the grounds and to the extent that the instructions impose or attempt to impose obligations greater than those imposed by the Rules of Civil Procedure or other applicable rules that govern this proceeding.

8. FEIA further objects to each Interrogatory on the grounds that it may call for the production of materials or information that constitute trade secrets or other confidential research, development, or commercial information, disclosure of which to competitors or to the public at large would materially harm FEIA's interests.

9. FEIA objects to these Interrogatories, individually and generally, to the extent the requested documents and/or information is in the public domain or equally accessible to Citizens.

10. By providing the responses herein, FEIA does not concede that any Interrogatory is relevant to this action or is reasonably calculated to lead to the discovery of admissible evidence. FEIA expressly reserves the right to object to further discovery into the subject matter of any of these Interrogatories, to the introduction of evidence of any response or portion thereof, and to supplement its responses should further investigation disclose responsive information.

11. In responding to Citizens' Interrogatories, FEIA has made a reasonable inquiry of those persons likely to possess information responsive to Citizens' Interrogatories and has conducted a reasonable search of those records in FEIA's possession, custody, or control where the

requested information would likely be maintained in the ordinary course of business. To the extent that any of Citizens' Interrogatories ask FEIA to go to greater lengths, FEIA objects thereto because such Interrogatories are overly broad, unduly burdensome, and unreasonable.

**FEIA'S RESPONSES AND SPECIFIC OBJECTIONS TO CITIZENS'
FIRST SECOND OF INTERROGATORIES (NOS. 4-8) RELATED
TO ISSUES IN THE SETTLEMENT AGREEMENT**

4. Please refer to paragraphs 4(a) and 4(b) of the proposed 2025 Stipulation and Settlement Agreement (SA) and answer the following:
 - a. Please verify FEIA's understanding of whether, if the SA is approved as filed, that each of the proposed battery and/or storage projects, including (i) the 522 MW Northwest Florida battery projects in 2025, (ii) the 1,420 MW of battery projects in the 2026 projected test year, (iii) the 820 MW of solar projects in the 2026 projected test year, and (iv) the 820 MW of battery projects in the 2027 projected test year are undisputed for inclusion in the 2026 and 2027 annual revenue increases?
 - b. Please explain FEIA's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the revenue increases or the SA as a whole.

RESPONSE:

- a. FEIA objects to this Interrogatory because it appears to be copied verbatim from Staff's Second Set of Interrogatories (Nos. 10-13) to FEIA ("Staff's Second Interrogatories to FEIA), No. 10.a, (which FEIA answered on September 3, 2025) and is therefore redundant, cumulative, and needlessly increases the cost of litigation. Subject to and without waiving the foregoing objections, please see FEIA's Responses and Objections to Staff's Second Interrogatories to FEIA ("FEIA's Responses to Staff's Second Interrogatories"), No. 10.a, a copy of which is provided herewith.
 - b. FEIA objects to this Interrogatory because it appears to be copied verbatim from Staff's Second Interrogatories to FEIA, No. 10.b, (which FEIA answered on September 3, 2025) and is therefore redundant, cumulative, and needlessly increases the cost of litigation. Subject to and without waiving the foregoing objections, please see FEIA's Responses to Staff's Second Interrogatories, No. 10.b, a copy of which is provided herewith.
5. Please refer to paragraphs 4(f) and 13(i). Please explain why FEIA believes it is appropriate to increase the monthly credits for the CILC and CDR programs in each year following 2026 with each SoBRA.

RESPONSE:

FEIA objects to this Interrogatory because it appears to be copied verbatim from Staff's Second Interrogatories to FEIA, No. 11, (which FEIA answered on September 3, 2025) and is therefore redundant, cumulative, and needlessly increases the cost of litigation. Subject to and without waiving the foregoing objections, please see FEIA's Responses to Staff's Second Interrogatories, No. 11, a copy of which is provided herewith.

6. Please refer to paragraph 13 and answer the following:
- a. Please explain FEIA's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the SOBRA Mechanism or the SA as a whole.
 - b. Explain FEIA's understanding of the methodology to be used in the calculation of the Cumulative Present Value Revenue Requirement (CPVRR) for the solar projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.
 - c. Explain FEIA's understanding of the use of inclusion of non-SOBRA battery and/or solar projects as possible avoidable units in the determination of the CPVRR for solar projects in the future SOBRA proceedings.
 - d. Explain FEIA's understanding of whether the SOBRA battery projects must also demonstrate CPVRR benefits. If so, detail what conditions, if any, that the SOBRA battery projects are subject to, and what methodology or limitations would there be on the Commission's or any other party's review in the future SOBRA proceedings. If not, explain why not.
 - e. Explain FEIA's understanding of the methodology intended to be used in the determination of reliability need for solar and battery projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.
 - f. Explain FEIA's understanding of the methodology that would be used in demonstrating that solar and/or battery project portfolios are the lowest cost resource available to timely meet the resource need. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.

RESPONSE:

- a. FEIA objects to this Interrogatory because it appears to be copied verbatim from Staff's Second Interrogatories to FEIA, No. 12.a, (which FEIA answered on September 3, 2025) and is therefore redundant, cumulative, and needlessly increases the cost of litigation. Subject to and without waiving the foregoing

objections, please see FEIA's Responses to Staff's Second Interrogatories, No. 12.a, a copy of which is provided herewith.

- b. FEIA objects to this Interrogatory because it appears to be copied verbatim from Staff's Second Interrogatories to FEIA, No. 12.b, (which FEIA answered on September 3, 2025) and is therefore redundant, cumulative, and needlessly increases the cost of litigation. Subject to and without waiving the foregoing objections, please see FEIA's Responses to Staff's Second Interrogatories, No. 12.b, a copy of which is provided herewith.
 - c. FEIA objects to this Interrogatory because it appears to be copied verbatim from Staff's Second Interrogatories to FEIA, No. 12.c, (which FEIA answered on September 3, 2025) and is therefore redundant, cumulative, and needlessly increases the cost of litigation. Subject to and without waiving the foregoing objections, please see FEIA's Responses to Staff's Second Interrogatories, No. 12.c, a copy of which is provided herewith.
 - d. FEIA objects to this Interrogatory because it appears to be copied verbatim from Staff's Second Interrogatories to FEIA, No. 12.d, (which FEIA answered on September 3, 2025) and is therefore redundant, cumulative, and needlessly increases the cost of litigation. Subject to and without waiving the foregoing objections, please see FEIA's Responses to Staff's Second Interrogatories, No. 12.d, a copy of which is provided herewith.
 - e. FEIA objects to this Interrogatory because it appears to be copied verbatim from Staff's Second Interrogatories to FEIA, No. 12.e, (which FEIA answered on September 3, 2025) and is therefore redundant, cumulative, and needlessly increases the cost of litigation. Subject to and without waiving the foregoing objections, please see FEIA's Responses to Staff's Second Interrogatories, No. 12.e, a copy of which is provided herewith.
 - f. FEIA objects to this Interrogatory because it appears to be copied verbatim from Staff's Second Interrogatories to FEIA, No. 12.f, (which FEIA answered on September 3, 2025) and is therefore redundant, cumulative, and needlessly increases the cost of litigation. Subject to and without waiving the foregoing objections, please see FEIA's Responses to Staff's Second Interrogatories, No. 12.f, a copy of which is provided herewith.
7. Please refer to paragraph 21(a). Explain FEIA's understanding of how the additional threshold and sharing percentage interacts with Order No. PSC-2024-0078-FOF-EI, specifically paragraph 21(v) of the 2021 Rate Case Settlement and the review and adjustment of the adjustable parameters in the Fuel Cost Recovery Docket. Explain under what circumstances the modified Asset Optimization Program may be changed by the Commission in a later proceeding during the term of the proposed SA, and what participation, if any, FEIA or any other party would be allowed in that proceeding.

RESPONSE:

FEIA objects to this Interrogatory because it appears to be copied verbatim from Staff's Second Interrogatories to FEIA, No. 13, (which FEIA answered on September 3, 2025) and is therefore redundant, cumulative, and needlessly increases the cost of litigation. Subject to and without waiving the foregoing objections, please see FEIA's Responses to Staff's Second Interrogatories, No. 13, a copy of which is provided herewith.

8. Please refer to paragraph 9 of the proposed Settlement for the following interrogatories.
 - a. Please verify FEIA understands that it has agreed to not oppose allocating all clause factors using a 4 Coincident Peak (CP) and 12 percent Average Demand (AD) methodology for production plant and 4CP methodology for transmission plant.
 - b. Please explain FEIA's understanding of the 4CP and 12 percent AD methodology for production plant and 4CP methodology for transmission plant to allocate clause factors. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other non-signatory party's review of this methodology in future clause proceedings.
 - c. Please state whether FEIA has ever intervened and been a party in any of the clause proceedings during the past 3 years. If yes, please list the year and the specific clause.
 - d. Please indicate whether FEIA intends to obtain party status and participate in the upcoming 2025 clause proceedings?
 - e. Please explain whether it is FEIA's understanding that the Commission is obligated to approve the 4CP 12 percent AD methodology for production plant and 4CP for transmission plant cost of service methodology in future clause hearings, under the terms of the proposed Settlement.
 - f. Please explain whether FEIA agrees to FPL's proposed cost of service methodology (12 CP and 25 percent AD) to allocate production and transmission plant to set base rates.

RESPONSE:

- a. FEIA objects to this Interrogatory because it appears to be copied verbatim from Staff's Third Set of Interrogatories (No. 14) to FEIA ("Staff's Third Interrogatories to FEIA"), No. 14.a, (which FEIA answered on September 11, 2025) and is therefore redundant, cumulative, and needlessly increases the cost of litigation. Subject to and without waiving the foregoing objections, please see FEIA's Responses and Objections to Staff's Third Interrogatories to FEIA ("FEIA's Responses to Staff's Third Interrogatories"), No. 14.a, a copy of which is provided herewith.
- b. FEIA objects to this Interrogatory because it appears to be copied verbatim from Staff's Third Interrogatories to FEIA, No. 14.b, (which FEIA answered on September 11, 2025) and is therefore redundant, cumulative, and needlessly

increases the cost of litigation. Subject to and without waiving the foregoing objections, please see FEIA's Responses to Staff's Third Interrogatories, No. 14.b, a copy of which is provided herewith.

- c. FEIA objects to this Interrogatory because it appears to be copied verbatim from Staff's Third Interrogatories to FEIA, No. 14.c, (which FEIA answered on September 11, 2025) and is therefore redundant, cumulative, and needlessly increases the cost of litigation. Subject to and without waiving the foregoing objections, please see FEIA's Responses to Staff's Third Interrogatories, No. 14.c, a copy of which is provided herewith.
- d. FEIA objects to this Interrogatory because it appears to be copied verbatim from Staff's Third Interrogatories to FEIA, No. 14.d, (which FEIA answered on September 11, 2025) and is therefore redundant, cumulative, and needlessly increases the cost of litigation. Subject to and without waiving the foregoing objections, please see FEIA's Responses to Staff's Third Interrogatories, No. 14.d, a copy of which is provided herewith.
- e. FEIA objects to this Interrogatory because it appears to be copied verbatim from Staff's Third Interrogatories to FEIA, No. 14.e, (which FEIA answered on September 11, 2025) and is therefore redundant, cumulative, and needlessly increases the cost of litigation. Subject to and without waiving the foregoing objections, please see FEIA's Responses to Staff's Third Interrogatories, No. 14.e, a copy of which is provided herewith.
- f. FEIA objects to this Interrogatory because it appears to be copied verbatim from Staff's Third Interrogatories to FEIA, No. 14.f, (which FEIA answered on September 11, 2025) and is therefore redundant, cumulative, and needlessly increases the cost of litigation. Subject to and without waiving the foregoing objections, please see FEIA's Responses to Staff's Third Interrogatories, No. 14.f, a copy of which is provided herewith.

Dated this 12th day of September, 2025.

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/s/ D. Bruce May, Jr.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for rate increase by)	DOCKET NO.: 20250011-EI
Florida Power & Light Company)	DATED: September 10, 2025
_____)	

**THE FLORIDA INDUSTRIAL POWER USERS GROUP’S OBJECTIONS AND
RESPONSES TO OFFICE OF PUBLIC COUNSEL’S FIRST SET OF
INTERROGATORIES (NOS. 1-3)**

The Florida Industrial Power Users Group (“FIPUG”), pursuant to Rules 1.280 and 1.350, Florida Rules of Civil Procedure, and Rule 28-106.206, Florida Administrative Code, and the Florida Public Service Commission’s Order Establishing Procedure, PSC-2025-0075-PCO-EI, as modified by the First Order Revising Order Establishing Procedure, Order No. PSC-2025-0323-PCO-EI, submits the following objections and responses to the Office of Public Counsel’s First Set of Interrogatories (Nos. 1-3) to FIPUG as follows:

OBJECTIONS

1. OPC-FIPUG Interrogatory No. 1(a)-(e)

FIPUG objects to these questions, including each subpart (a) through (e), because they call for a legal conclusion. The authority of parties, including FIPUG, to participate in proceedings, including entering into a settlement agreement is a legal question. Additionally, the Order Granting Intervention of the Florida Industrial Power Users Group, Order No. Order PSC-2025-0080-PCO-EI granting FIPUG’s petition to intervene, issued March 17, 2025, granted FIPUG full party status and did not limit the scope of FIPUG’s intervention in this proceeding. Finally, FIPUG objects to these questions to the extent that they mischaracterize the statements in the Settlement Agreement filed on August 20, 2025.

2. OPC-FIPUG Interrogatory No. 2(a)-(h)

FIPUG objects to these questions, including each subpart (a) through (e), because they call for a legal conclusion. The authority of parties, including FIPUG, to participate in proceedings, including entering into a settlement agreement is a legal question. Additionally, the Order Granting Intervention of Florida Industrial Power Users Group, Order No. PSC-2025-0080-PCO-EI, issued March 17, 2025, granted FIPUG full party status and did not limit the scope of FIPUG's intervention in this proceeding.

3. OPC-FIPUG Interrogatory No. 3(a)-(c)

FIPUG objects to these questions, including each subpart (a) through (c), because they call for a legal conclusion. The authority of parties, including FIPUG, to participate in proceedings, including entering into a settlement agreement is a legal question. Additionally, the Order Granting Intervention of the Florida Industrial Power Users Group, Order No. PSC-2025-0080-PCO-EI, issued March 17, 2025, granted FIPUG full party status and did not limit the scope of FIPUG's intervention in this proceeding. Finally, FIPUG objects to these questions to the extent that they mischaracterize the statements in the Settlement Agreement filed on August 20, 2025.

RESPONSES

1. With respect to the following “WHEREAS” clause contained in FIPUG’s August 20, 2025, Stipulation and Settlement Agreement,

WHEREAS, the Parties to this Agreement have undertaken to resolve the issues raised in Docket No. 20250011-EI so as to maintain a degree of stability and predictability with respect to FPL’s base rates and charges; and

Please answer the following as to FIPUG:

- a. Does the phrase “the issues raised in Docket No 20250011-EI” refer to all 130 issues contained in Order No. PSC-2025-0298-PHO-EI?
- b. Does this WHEREAS clause indicate that FIPUG was authorized to enter into the Agreement to resolve each and every one of the 130 issues contained in Order No. PSC-2025-0298-PHO-EI?
- c. If the answer to b. is “no,” please indicate on which issues FIPUG is authorized to enter into an agreement to resolve that issue and please identify the document(s) where FIPUG’s legal authority to participate in an agreement to “resolve the issues raised in Docket No 20250011-EI” is found.
- d. If the answer to b. is “yes,” please identify the document(s) where FIPUG’s legal authority to participate in an agreement to “resolve [all of] the issues raised in Docket No 20250011-EI” is found.
- e. Please identify the interests represented by FIPUG that entitled FIPUG and counsel representing FIPUG to enter into and sign the agreement to resolve the issues identified in Order No. PSC-2025-0298-PHO.

Response:

- a. Notwithstanding and subject to the objections stated above, the nature of this Settlement Agreement, as with past comprehensive settlement agreements considered and approved by the Florida Public Service Commission and the Florida Supreme Court, resolves all issues in the case.
- b. See FIPUG’s objections stated above. This question appears to misstate the actual language of the Whereas clause cited in the question and, in any event, calls for a legal conclusion. Notwithstanding and subject to the objections stated above, as has been the case in previous FPL rate case settlement agreements, FIPUG entered into the Settlement Agreement and was authorized so.
- c. Not applicable.
- d. See FIPUG’s objections stated above and the *Order Granting Intervention of Florida Industrial Power Users Group*, Order No. PSC-2025-0080-PCO-EI, issued

March 17, 2025. Additionally, please see the PSC staff e-mail of September 10, 2025 (Shaw Stiller at 10:47 a.m.) advising that additional issues proposed by OPC, which included proposed issue number 6, “Validity of Proposed Stipulation and Settlement Agreements) as set forth in OPC’s e-mail of September 7, 2025 (Mary Wessling at 3:52 p.m.) are not properly before the Commission at this time. Notwithstanding and subject to the objections stated above, FIPUG’s counsel’s communications with FIPUG companies regarding the Settlement Agreement and its approval by FIPUG are protected by the attorney client privilege.

- e. Notwithstanding and subject to the objections stated above, see FIPUG’s Petition to Intervene filed in this proceeding on February 10, 2025, and the *Order Granting Intervention of Florida Industrial Power Users Group*, Order No. PSC-2025-0080-PCO-EI, issued March 17, 2025.

- 2. With respect to the following “WHEREAS” clause contained in FIPUG’s August 20, 2025, Stipulation and Settlement Agreement,

WHEREAS, the Parties have entered into this Agreement in compromise of their respective positions taken in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable; and

Please answer the following:

- a. With respect to the phrase “compromise of their respective positions taken” contained in this WHEREAS clause, does the word “positions taken” refer to the positions taken by FIPUG as reflected in Order No. PSC-2025-0298-PHO?
- b. In the context of this WHEREAS clause, please explain as to the meaning of the phrase “in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable”?
- c. Does the phrase “in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable” indicate that for certain issues FIPUG have no “rights and interests” to resolve each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?
- d. If the answer to c. is “yes,” please identify each of the issues that FIPUG does have a “right and interest” to resolve.
- e. If FIPUG has no right or interest to take an affirmative position on any one or more of the 130 issues identified in Order No. PSC-2025-0298-PHO, can FIPUG

nevertheless compromise on the specific issue(s)? If the answer is yes, did FIPUG so compromise relative to such issues?

- f. Please identify the specific issue identified in Order No. PSC-2025-0298-PHO upon which FIPUG reached a compromise.
- g. Did FIPUG have the right and interest to both take a position and compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?
- h. If FIPUG stated in f. that FIPUG had a right and interest to compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO, please identify the document(s) from which arise such rights and interests that FIPUG compromised.

Response:

- a. Notwithstanding and subject to the objections stated above, Yes, and otherwise, such as positions taken during negotiations protected by a non-disclosure agreement.
 - b. See FIPUG's objections stated above. This question calls for a legal opinion and conclusion. Notwithstanding and subject to the objections stated above, the statutory provisions cited speak for themselves regarding the rights and interests conferred.
 - c. See FIPUG's objections stated above. This question calls for a legal opinion and conclusion.
 - d. See FIPUG's objections stated above. This question calls for a legal opinion and conclusion.
 - e. See FIPUG's objections stated above. This question calls for a legal opinion and conclusion.
 - f. See FIPUG's objections stated above. This question calls for a legal opinion and conclusion.
 - g. See FIPUG's objections stated above. This question calls for a legal opinion and conclusion.
 - h. Not applicable.
3. With respect to the following "WHEREAS" clause contained in your August 20, 2025, Stipulation and Settlement Agreement,

WHEREAS, as a part of the negotiated exchange of consideration among the Parties to this Agreement, each Party has agreed to concessions to the

others with the expectation that all provisions of the Agreement will be enforced by the Commission;

Please answer the following:

- a. Please describe the consideration that FIPUG gave where FIPUG took no position on certain issues or when FIPUG lacked a right or interest to compromise on such an issue or issues?
- b. Please state whether FIPUG possessed the right and interest to provide consideration on behalf of a represented interest on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO.
- c. Did FIPUG have the right to represent residential customers and small business customers identified by the abbreviation RS(T)-1 and GS(T)-1 in MFR Schedule E-? If FIPUG's answer is "yes," identify the documents and provisions of law that provide the authorization to represent such interests.

Response:

- a. See FIPUG's objections stated above. This question calls for a legal opinion and conclusion.
- b. See FIPUG's objections stated above. This question calls for a legal opinion and conclusion.
- c. See FIPUG's objections stated above. The question mischaracterizes the statement of interests contained in FIPUG's Petition to Intervene filed in this proceeding on February 10, 2025. Notwithstanding and subject to these objections, FIPUG's rights as an intervenor stem from the *Order Granting Intervention of Florida Industrial Power Users Group*, Order No. PSC-2025-0080-PCO-EI, issued March 17, 2025, authorizing FIPUG's party status. FIPUG represents the interests of large commercial and industrial customers, not residential customers.

Respectfully submitted,

s/ Jon C. Moyle

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Counsel for FIPUG

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

DOCKET NO. 20250011-EI

SERVED: September 12, 2025

**FLORIDA INDUSTRIAL POWER USERS GROUP'S RESPONSE TO
CITIZENS' SECOND SET OF INTERROGATORIES (NOS. 4-8)**

The Florida Industrial Power Users Group, pursuant to Rules 1.280 and 1.350, Florida Rules of Civil Procedure, and Rule 28-106.206, Florida Administrative Code, and the Florida Public Service Commission's Order Establishing Procedure, PSC-2025-0075-PCO-EI, as modified by the First Order Revising Order Establishing Procedure, Order No. PSC-2025-0323-PCO-EI, submits the following objections and responses to Citizens' Second Set of Interrogatories (Nos. 4-8) as follows:

GENERAL OBJECTIONS

1. FIPUG objects to each and every discovery request that calls for information protected by the attorney-client privilege, the work product doctrine, the accountant-client privilege, the trade secret privilege, or any other applicable privilege or protection afforded by law, whether such privilege or protection appears at the time the response is first made or is later determined to be applicable for any reason. FPL in no way intends to waive any such privilege or protection. The nature of the documents, if any, will be described in a privilege log prepared and provided by FIPUG.
2. In certain circumstances, FIPUG may determine, upon investigation and analysis, that information or documents responsive to certain discovery requests to which objections are not otherwise asserted is confidential and proprietary and should be produced only with provisions in place to protect the confidentiality of the information. By agreeing to provide such information or documents in response to such request, FIPUG is not waiving its right to insist upon appropriate protection of confidentiality by means of a protective order, a request for confidential classification, a Notice of Intent, and any other

process as provided for by Florida Statutes and Commission Rules, or other action to protect the confidential information or documents requested. FIPUG asserts its right to require such protection of any and all information and documents that may qualify for protection under the Florida Rules of Civil Procedure, Florida Statutes, and other applicable statutes, rules, and legal principles.

3. FIPUG objects to each discovery request to the extent that it seeks information that is duplicative, not relevant to the subject matter of this docket, and is not reasonably calculated to lead to the discovery of admissible evidence.

4. FIPUG objects to each and every discovery request to the extent it is vague, ambiguous, overly broad, imprecise, or utilizes terms that are subject to multiple interpretations but are not properly defined or explained for purposes of such discovery requests. Any responses provided by FIPUG will be provided subject to, and without waiver of, the foregoing objection.

5. FIPUG objects to each and every discovery request to the extent it calls for FIPUG to prepare information in a particular format or perform calculations or analyses not previously prepared or performed as unduly burdensome and purporting to expand FIPUG's obligations under applicable law.

6. FIPUG objects to each and every discovery request to the extent it calls for FIPUG to conduct legal research or provide a legal conclusion or analysis.

7. FIPUG objects to providing information to the extent that such information is already in the public record before a public agency and available through normal procedures or is readily accessible through legal search engines.

8. FIPUG expressly reserves and does not waive any and all objections it may have to the admissibility, authenticity, or relevance of the information provided in its responses.

Please refer to the proposed 2025 Stipulation and Settlement Agreement (SA) for the following questions.

4. Please refer to paragraphs 4(a) and 4(b) and answer the following:
 - a. Please verify FIPUG's understanding of whether, if the SA is approved as filed, that each of the proposed battery and/or storage projects, including (i) the 522 MW Northwest Florida battery projects in 2025, (ii) the 1,420 MW of battery projects in the 2026 projected test year, (iii) the 820 MW of solar projects in the 2026 projected test year, and (iv) the 820 MW of battery projects in the 2027 projected test year are undisputed for inclusion in the 2026 and 2027 annual revenue increases.
 - b. Please explain FIPUG's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the revenue increases or the SA as a whole.

RESPONSE:

- a. Yes. See FPL's Response to Staff's 24th Set of Interrogatories No. 514.
 - b. The SA does not limit in any way the Commission's ability to review FPL's current resource planning criteria. Also see FPL's Response to Staff's 24th Set of Interrogatories No. 530.
5. Please refer to paragraphs 4(f) and 13(i). Please explain why FIPUG believes it is appropriate to increase the monthly credits for the CILC and CDR programs in each year following 2026 with each SoBRA.

RESPONSE:

As discussed in the testimony sponsored by FIPUG witness, Jonathan Ly, and FRF witness, Tony Georgis, a cost-based monthly credit for the CILC and CDR programs is closer to \$12 per kW-month. As the SA would set the credit to \$9.75/kW, it is reasonable to allow the credit to escalate the same as all other base rate charges and credits in subsequent SoBRAs. This treatment is also consistent with past practice (please see FPL's Response to Staff's 24th Set of Interrogatories No. 521).

6. Please refer to paragraph 13 and answer the following:
- a. Please explain FIPUG's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the SOBRA Mechanism or the SA as a whole.
 - b. Explain FIPUG's understanding of the methodology to be used in the calculation of the Cumulative Present Value Revenue Requirement (CPVRR) for the solar projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.
 - c. Explain FIPUG's understanding of the use of inclusion of non-SOBRA battery and/or solar projects as possible avoidable units in the determination of the CPVRR for solar projects in the future SOBRA proceedings.
 - d. Explain FIPUG's understanding of whether the SOBRA battery projects must also demonstrate CPVRR benefits. If so, detail what conditions, if any, that the SOBRA battery projects are subject to, and what methodology or limitations would there be on the Commission's or any other party's review in the future SOBRA proceedings. If not, explain why not.
 - e. Explain FIPUG's understanding of the methodology intended to be used in the determination of reliability need for solar and battery projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.
 - f. Explain FIPUG's understanding of the methodology that would be used in demonstrating that solar and/or battery project portfolios are the lowest cost resource available to timely meet the resource need. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.

RESPONSE:

- a. Please see FIPUG's Response to Citizens' Second Set of Interrogatories, question 4b.
- b. Prior to authorizing cost recovery, FPL must demonstrate that each solar project is cost-effective within the first ten years of service and further, that the costs incurred

are reasonable. Cost-effectiveness is defined in FPL's Response to Staff's 24th Set of Interrogatories No. 527. All parties have a right to *fully* participate in any SoBRA proceeding.

- c. The SA does not specify that non-SoBRA battery and/or solar projects would be avoidable in determining the CPVRR for future SoBRA solar projects.
- d. FPL must demonstrate that (1) a SoBRA battery storage project is required to fulfill a reliability need, (2) the selected portfolio of projects are the lowest cost resource available to timely meet the resource need, and (3) the overall costs are reasonable. However, the SA does not preclude a party from challenging whether a SoBRA battery storage project is the most cost-effective alternative to meet the identified reliability need.
- e. The SA identifies the resource planning criteria that FPL will use to demonstrate the need for and cost effectiveness of planned solar and battery storage project portfolios. However, this does not preclude a party or the Commission from challenging the planning criteria, proposing alternative criteria, or proposing a different method for determining the CPVRR. Please refer to FIPUG's Response to Citizens' Second Set of Interrogatories, question 4b.
- f. The SA does not preclude any party from employing any methodology to demonstrate that the solar projects are cost effective (as defined in the SA) and whether the solar and/or battery project portfolios are the lowest cost resource timely available to meet a projected reliability need.

- 7. Please refer to paragraph 21(a). Explain FIPUG's understanding of how the additional threshold and sharing percentage interacts with Order No. PSC-2024-0078-FOF-EI, specifically paragraph 21(v) of the 2021 Rate Case Settlement and the review and adjustment of the adjustable parameters in the Fuel Cost Recovery Docket. Explain under what circumstances the modified Asset Optimization Program may be changed by the Commission in a later proceeding during the term of the proposed SA, and what participation, if any, FIPUG or any other party would be allowed in that proceeding.

RESPONSE:

The Commission continues to have ongoing oversight authority including the right to review

and adjust the parameters. Please see FPL's Response to Staff's Twenty-Fourth Set of Interrogatories, No. 535.

8. Please refer to paragraph 9 of the proposed Settlement for the following interrogatories.
 - a. Please verify FIPUG understands that it has agreed to not oppose allocating all clause factors using a 4 Coincident Peak (CP) and 12 percent Average Demand (AD) methodology for production plant and 4CP methodology for transmission plant.
 - b. Please explain FIPUG's understanding of the 4CP and 12 percent AD methodology for production plant and 4CP methodology for transmission plant to allocate clause factors. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other non-signatory party's review of this methodology in future clause proceedings.
 - c. Please state whether FIPUG has ever intervened and been a party in any of the clause proceedings during the past 3 years. If yes, please list the year and the specific clause. See FIPUG response to Staff's Fourth Set of Interrogatories 8 c.
 - d. Please indicate whether FIPUG intends to obtain party status and participate in the upcoming 2025 clause proceedings?
 - e. Please explain whether it is FIPUG's understanding that the Commission is obligated to approve the 4CP 12 percent AD methodology for production plant and 4CP for transmission plant cost of service methodology in future clause hearings, under the terms of the proposed Settlement.
 - f. Please explain whether FIPUG agrees to FPL's proposed cost of service methodology (12 CP and 25 percent AD) to allocate production and transmission plant to set base rates.

RESPONSE:

- a. Paragraph 9 establishes the methodology that will be used to allocate costs in all clause factors until at least the conclusion of FPL's next rate case.
- b. The 4 CP + 12 percent AD allocation methodology for Production Plant weights 88% of the production plant costs as demand related based on each customer class's contribution to the system's peak demand during the four coincident peak hours of the year and the remaining 12% is weighted as energy related. The 4 CP allocation

methodology for Transmission Plant weights 100% of the transmission costs as demand related based on each customer class's contribution to the system's peak demand during the four coincident peak hours of the year. Also, please see FIPUG's response to part a. of this interrogatory.

- c. See FIPUG's Response to Staff's Fourth Set of Interrogatories 8c.
- d. See FIPUG's Response to Staff's Fourth Set of Interrogatories 8d.
- e. See FIPUG's Response to part a of this interrogatory.
- f. See FIPUG's Response to Staff's Fourth Set of Interrogatories 8f.

/s/ Jon C. Moyle

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AFFIDAVIT

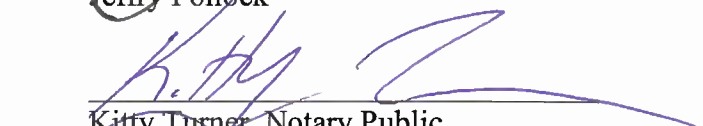
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

I hereby certify that on this 12th day of September 2025, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jeffry Pollock, who is personally known to me, and he acknowledged before me that he provided the answers to number(s) 4 through 8 in CITIZENS' SECOND SET OF INTERROGATORIES TO THE FLORIDA INDUSTRIAL POWER USERS GROUP (NOS. 4-8) in Docket No. 20250011-EI, and that the responses are true and correct based on his personal knowledge.

In Witness Whereof, I have hereunto set my hand and seal in the State and County aforesaid as of this 12th day of September 2025.




Jeffry Pollock


Kitty Turner, Notary Public
Commission #: 15390610

My Commission expires on April 25, 2027.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for rate increase by)	DOCKET NO.: 20250011-EI
Florida Power & Light Company)	DATED: September 10, 2025
_____)	

**THE FLORIDA RETAIL FEDERATION’S OBJECTIONS AND RESPONSES TO
OFFICE OF PUBLIC COUNSEL’S FIRST SET OF INTERROGATORIES (NOS. 1-3) TO
FLORIDA RETAIL FEDERATION**

The Florida Retail Federation, pursuant to Rules 1.280 and 1.350, Florida Rules of Civil Procedure, and Rule 28-106.206, Florida Administrative Code, and the Florida Public Service Commission’s Order Establishing Procedure, PSC-2025-0075-PCO-EI, as modified by the First Order Revising Order Establishing Procedure, Order No. PSC-2025-0323-PCO-EI, submits the following objections and responses to the Office of Public Counsel’s First Set of Interrogatories (Nos. 1-3) to Florida Retail Federation as follows:

OBJECTIONS

1. OPC-FRF Interrogatory No. 1(a)-(e)

FRF objects to these questions, including each subpart (a) through (e), because each calls for a legal conclusion. The authority of parties, including FRF, to participate in proceedings, including entering into a settlement agreement is a legal question. Additionally, the Order Granting Intervention of Florida Retail Federation, Order No. PSC-2025-0130-PCO-EI, issued April 16, 2025, granted FRF full party status and did not limit the scope of FRF’s intervention in this proceeding. Finally, FRF objects to these questions to the extent that they mischaracterize the statements in the Settlement Agreement filed on August 20, 2025.

2. OPC-FRF Interrogatory No. 2(a)-(h)

FRF objects to these questions, including each subpart (a) through (e), because each calls for a legal conclusion. The authority of parties, including FRF, to participate in proceedings, including entering into a settlement agreement is a legal question. Additionally, the Order Granting Intervention of Florida Retail Federation, Order No. PSC-2025-0130-PCO-EI, issued April 16, 2025, granted FRF full party status and did not limit the scope of FRF's intervention in this proceeding.

3. OPC-FRF Interrogatory No. 3(a)-(c)

FRF objects to these questions, including each subpart (a) through (e), because each calls for a legal conclusion. The authority of parties, including FRF, to participate in proceedings, including entering into a settlement agreement is a legal question. Additionally, the Order Granting Intervention of Florida Retail Federation, Order No. PSC-2025-0130-PCO-EI, issued April 16, 2025, granted FRF full party status and did not limit the scope of FRF's intervention in this proceeding. Finally, FRF objects to these questions to the extent that they mischaracterize the statements in the Settlement Agreement filed on August 20, 2025.

RESPONSES

1. With respect to the following “WHEREAS” clause contained in FRF’s August 20, 2025, Stipulation and Settlement Agreement,

WHEREAS, the Parties to this Agreement have undertaken to resolve the issues raised in Docket No. 20250011-EI so as to maintain a degree of stability and predictability with respect to FPL’s base rates and charges; and

Please answer the following as to FRF:

- a. Does the phrase “the issues raised in Docket No 20250011-EI” refer to all 130 issues contained in Order No. PSC-2025-0298-PHO-EI?
- b. Does this WHEREAS clause indicate that FRF was authorized to enter into the Agreement to resolve each and every one of the 130 issues contained in Order No. PSC-2025-0298-PHO-EI?
- c. If the answer to b. is “no,” please indicate on which issues FRF is authorized to enter into an agreement to resolve that issue and please identify the document(s) where FRF’s legal authority to participate in an agreement to “resolve the issues raised in Docket No 20250011-EI” is found.
- d. If the answer to b. is “yes,” please identify the document(s) where FRF’s legal authority to participate in an agreement to “resolve [all of] the issues raised in Docket No 20250011-EI” is found.
- e. Please identify the interests represented by FRF that entitled FRF and counsel representing FRF to enter into and sign the agreement to resolve the issues identified in Order No. PSC-2025-0298-PHO.

Response:

- a. Notwithstanding and subject to the objections stated above, Yes.
- b. See FRF’s objections stated above. This question mischaracterizes the language of the Whereas clause cited in the question and, in any event, calls for a legal conclusion.
- c. Not applicable.
- d. See FRF’s objections stated above and the *Order Granting Intervention cf Florida Retail Federation*, Order No. PSC-2025-0130-PCO-EI, issued April 16, 2025.
- e. Notwithstanding and subject to the objections stated above, Please see FRF’s Petition to intervene filed in this proceeding on March 31, 2025, and the *Order Granting Intervention cf Florida Retail Federation*, Order No. PSC-2025-0130-PCO-EI, issued April 16, 2025.

2. With respect to the following “WHEREAS” clause contained in FRF’s August 20, 2025, Stipulation and Settlement Agreement,

WHEREAS, the Parties have entered into this Agreement in compromise of their respective positions taken in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable; and

Please answer the following:

- a. With respect to the phrase “compromise of their respective positions taken” contained in this WHEREAS clause, does the word “positions taken” refer to the positions taken by FRF as reflected in Order No. PSC-2025-0298-PHO?
- b. In the context of this WHEREAS clause, please explain as to the meaning of the phrase “in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable”?
- c. Does the phrase “in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable” indicate that for certain issues FRF have no “rights and interests” to resolve each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?
- d. If the answer to c. is “yes,” please identify each of the issues that FRF does have a “right and interest” to resolve.
- e. If FRF has no right or interest to take an affirmative position on any one or more of the 130 issues identified in Order No. PSC-2025-0298-PHO, can FRF nevertheless compromise on the specific issue(s)? If the answer is yes, did FRF so compromise relative to such issues?
- f. Please identify the specific issue identified in Order No. PSC-2025-0298-PHO upon which FRF reached a compromise.
- g. Did FRF have the right and interest to both take a position and compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?
- h. If FRF stated in f. that FRF had a right and interest to compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO, please identify the document(s) from which arise such rights and interests that FRF compromised.

Response:

- a. Notwithstanding and subject to the objections stated above, Yes.
- b. See FRF’s objections stated above. This question calls for a legal conclusion.

- c. See FRF's objections stated above. This question calls for a legal conclusion.
 - d. See FRF's objections stated above. This question calls for a legal conclusion.
 - e. See FRF's objections stated above. This question calls for a legal conclusion.
 - f. See FRF's objections stated above. This question calls for a legal conclusion.
 - g. See FRF's objections stated above. This question calls for a legal conclusion.
 - h. Not applicable.
3. With respect to the following "WHEREAS" clause contained in your August 20, 2025, Stipulation and Settlement Agreement,

WHEREAS, as a part of the negotiated exchange of consideration among the Parties to this Agreement, each Party has agreed to concessions to the others with the expectation that all provisions of the Agreement will be enforced by the Commission;

Please answer the following:

- a. Please describe the consideration that FRF gave where FRF took no position on certain issues or when FRF lacked a right or interest to compromise on such an issue or issues?
- b. Please state whether FRF possessed the right and interest to provide consideration on behalf of a represented interest on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO.
- c. Did FRF have the right to represent residential customers and small business customers identified by the abbreviation RS(T)-1 and GS(T)-1 in MFR Schedule E-? If FRF's answer is "yes," identify the documents and provisions of law that provide the authorization to represent such interests.

Response:

- a. See FRF's objections stated above. This question calls for a legal conclusion.
- b. See FRF's objections stated above. This question calls for a legal conclusion.
- c. See FRF's objections stated above. The question mischaracterizes the statement of interests contained in FRF's Petition to Intervene filed in this proceeding on March 31, 2025. Notwithstanding and subject to these objections, FRF's rights as an intervenor stem from the *Order Granting Intervention cf Florida Retail Federation*, Order No. PSC-2025-0130-PCO-EI, issued April 16, 2025, authorizing FRF's full and unlimited party status.

Respectfully submitted,

s/ James W. Brew _____

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Counsel for the Florida Retail Federation

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for rate increase by)	DOCKET NO.: 20250011-EI
Florida Power & Light Company)	DATED: September 12, 2025
_____)	

**THE FLORIDA RETAIL FEDERATION’S OBJECTIONS AND RESPONSES TO
OFFICE OF PUBLIC COUNSEL’S SECOND SET OF INTERROGATORIES (NOS. 4-8)
TO FLORIDA RETAIL FEDERATION**

The Florida Retail Federation, pursuant to Rules 1.280 and 1.350, Florida Rules of Civil Procedure, and Rule 28-106.206, Florida Administrative Code, and the Florida Public Service Commission’s Order Establishing Procedure, PSC-2025-0075-PCO-EI, as modified by the First Order Revising Order Establishing Procedure, Order No. PSC-2025-0323-PCO-EI, submits the following objections and responses to the Office of Public Counsel’s Second Set of Interrogatories (Nos. 4-8) as follows:

OBJECTIONS

4. OPC-FRF Interrogatory No. 4

FRF objects to these requests, including each subpart (a) and (b) because they call for a legal conclusion.

6. OPC-FRF Interrogatory No. 6

FRF objects to these requests, including each subpart (a) through (f), because each calls for a legal conclusion.

7. OPC-FRF Interrogatory No. 7

FRF objects to this request because it calls for a legal conclusion.

8. OPC-FRF Interrogatory No. 8

FRF objects to this question, including each subpart (a) through (e) to the extent that any calls for a legal conclusion.

RESPONSES

4. Please refer to paragraphs 4(a) and 4(b) and answer the following:
 - a. Please verify FRF's understanding of whether, if the SA is approved as filed, that each of the proposed battery and/or storage projects, including (i) the 522 MW Northwest Florida battery projects in 2025, (ii) the 1,420 MW of battery projects in the 2026 projected test year, (iii) the 820 MW of solar projects in the 2026 projected test year, and (iv) the 820 MW of battery projects in the 2027 projected test year are undisputed for inclusion in the 2026 and 2027 annual revenue increases.
 - b. Please explain FRF's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the revenue increases or the SA as a whole.

Response:

Notwithstanding and subject to FRF's specific objections stated above, please see FRF's response to Staff's Second Set of Interrogatories to FRF, No. 2, and Florida Power & Light Company's ("FPL's") responses to Staff's Twenty-Fourth Set of Interrogatories to FPL, Nos. 514 and 516.

5. Please refer to paragraphs 4(f) and 13(i). Please explain why FRF believes it is appropriate to increase the monthly credits for the CILC and CDR programs in each year following 2026 with each SoBRA.

Response:

Please see FRF's response to Staff's Second Set of Interrogatories to FRF, No. 3.

6. Please refer to paragraph 13 and answer the following:
- a. Please explain FRF's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the SOBRA Mechanism or the SA as a whole.
 - b. Explain FRF's understanding of the methodology to be used in the calculation of the Cumulative Present Value Revenue Requirement (CPVRR) for the solar projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.
 - c. Explain FRF's understanding of the use of inclusion of non-SOBRA battery and/or solar projects as possible avoidable units in the determination of the CPVRR for solar projects in the future SOBRA proceedings.
 - d. Explain FRF's understanding of whether the SOBRA battery projects must also demonstrate CPVRR benefits. If so, detail what conditions, if any, that the SOBRA battery projects are subject to, and what methodology or limitations would there be on the Commission's or any other party's review in the future SOBRA proceedings. If not, explain why not.
 - e. Explain FRF's understanding of the methodology intended to be used in the determination of reliability need for solar and battery projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.
 - f. Explain FRF's understanding of the methodology that would be used in demonstrating that solar and/or battery project portfolios are the lowest cost resource available to timely meet the resource need. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.

Response:

Please see FRF's specific objections stated above and FRF's response to Staff's Second Set of Interrogatories to FRF, No. 4, and FPL's responses to Staff's Twenty-Fourth Set of Interrogatories to FPL, Nos. 516, 523, 527, 528, 529, 530, & 531. Additionally, it is FRF's position that the terms of the Settlement Agreement do not place any limitations on the Commission and/or any party's ability to review or take positions in any future SOBRA proceedings.

7. Please refer to paragraph 21(a). Explain FRF's understanding of how the additional threshold and sharing percentage interacts with Order No. PSC-2024-0078-FOF-EI, specifically paragraph 21(v) of the 2021 Rate Case Settlement and the review and adjustment of the adjustable parameters in the Fuel Cost Recovery Docket. Explain under what circumstances the modified Asset Optimization Program may be changed by the Commission in a later proceeding during the term of the proposed SA, and what participation, if any, FRF or any other party would be allowed in that proceeding.

Response:

Notwithstanding and subject to FRF's specific objections stated above, please see the express terms of Paragraph 21(a) of the Settlement Agreement and 21(v) of the 2021 Rate Case Settlement and FPL's response to Staff's Twenty-Fourth Set of Interrogatories to FPL, No. 535. FRF objects to the second part of the question because it calls for a legal conclusion.

8. Please refer to paragraph 9 of the proposed Settlement for the following interrogatories.
- a. Please verify FRF understands that it has agreed to not oppose allocating all clause factors using a 4 Coincident Peak (CP) and 12 percent Average Demand (AD) methodology for production plant and 4CP methodology for transmission plant.
 - b. Please explain FRF's understanding of the 4CP and 12 percent AD methodology for production plant and 4CP methodology for transmission plant to allocate clause factors. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other non-signatory party's review of this methodology in future clause proceedings.
 - c. Please state whether FRF has ever intervened and been a party in any of the clause proceedings during the past 3 years. If yes, please list the year and the specific clause.
 - d. Please indicate whether FRF intends to obtain party status and participate in the upcoming 2025 clause proceedings?
 - e. Please explain whether it is FRF's understanding that the Commission is obligated to approve the 4CP 12 percent AD methodology for production plant and 4CP for transmission plant cost of service methodology in future clause hearings, under the terms of the proposed Settlement.
 - f. Please explain whether FRF agrees to FPL's proposed cost of service methodology (12 CP and 25 percent AD) to allocate production and transmission plant to set base rates.

Response:

Please see FRF's specific objections stated above and FRF's responses to Staff's Third Set of Interrogatories to FRF, No. 6(a)-(f).

Respectfully submitted,
s/ James W. Brew
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Counsel for the Florida Retail Federation

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for rate increase by Florida
Power & Light Company.

DOCKET NO. 20250011-EI

DATED: September 10, 2025

**FUEL RETAILERS' ANSWERS TO CITIZENS' FIRST SET OF INTERROGATORIES
TO AMERICANS FOR AFFORDABLE CLEAN ENERGY, INC.,
CIRCLE K STORES, INC., RACETRAC, INC., AND WAWA, INC. (NOS. 1-4)**

Americans for Affordable Clean Energy, Inc. ("AACE"), Circle K Stores, Inc. ("Circle K"), RaceTrac, Inc. ("RaceTrac"), and Wawa, Inc. ("Wawa") (hereinafter, collectively, "Fuel Retailers"), pursuant to Rules 1.280 and 1.350, Florida Rules of Civil Procedure, and Rule 28-106.206, Florida Administrative Code and the Florida Public Service Commission's Order Establishing Procedure, PSC-2025-0075-PCO-EI, as modified by the First Order Revising Order Establishing Procedure, Order No. PSC-2025-0323-PCO-EI, submits the following objections and responses to the Citizens' First Set of Interrogatories, Nos. 1-3, as follows:

1. With respect to the following "WHEREAS" clause contained in the Fuel Retailers' August 20, 2025, Stipulation and Settlement Agreement,

WHEREAS, the Parties to this Agreement have undertaken to resolve the issues raised in Docket No. 20250011-EI so as to maintain a degree of stability and predictability with respect to FPL's base rates and charges; and

Please answer the following as to the Fuel Retailers:

- a. Does the phrase "the issues raised in Docket No 20250011-EI" refer to all 130 issues contained in Order No. PSC-2025-0298-PHO-EI?

RESPONSE. Yes.

- b. Does this WHEREAS clause indicate that the Fuel Retailers were authorized to enter into the Agreement to resolve each and every one of the 130 issues contained in Order No. PSC-2025-0298-PHO-EI?

RESPONSE. The Fuel Retailers object to this question to the extent it seeks information that is subject to the attorney-client privilege. Subject to the foregoing objection, the Fuel Retailers state: The Settlement Agreement speaks for itself. The Fuel Retailers further note they had an opportunity to review the entire agreement prior to its execution. Counsel

for the Fuel Retailers was authorized to execute the settlement agreement on behalf of the Fuel Retailers.

- c. If the answer to b. is “no,” please indicate on which issues the Fuel Retailers are authorized to enter into an agreement to resolve that issue and please identify the document(s) where the Fuel Retailers’ legal authority to participate in an agreement to “resolve the issues raised in Docket No 20250011-EI” is found.

RESPONSE: Not Applicable.

- d. If the answer to b. is “yes,” please identify the document(s) where the Fuel Retailers’ legal authority to participate in an agreement to “resolve [all of] the issues raised in Docket No 20250011-EI” is found.

RESPONSE: The Fuel Retailers object to this question to the extent it seeks information that is subject to the attorney-client privilege. Subject to the foregoing objection, the Fuel Retailers state: There are no other responsive documents.

- e. Please identify the interests represented by the Fuel Retailers that entitled the Fuel Retailers and counsel representing the Fuel Retailers to enter into and sign the agreement to resolve the issues identified in Order No. PSC-2025-0298-PH

RESPONSE: The Fuel Retailers object to this question as untimely and not authorized by Order PSC-2025-0323-PCO-EI, to the extent it seeks information regarding the standing of the Fuel Retailers to participate in this docket or otherwise participate in any settlement of this docket. No party challenged the right of the individual fuel retailers or the association to be a party to this proceeding. The Fuel Retailers, specifically the individual fuel retailers and the association, were granted intervention on June 19, 2025, by Order No. PSC-2025-0221-PCO-EI, and as parties each is entitled to participate in all aspects of this case, including entering into a stipulation. Subject to the foregoing objection, the Fuel Retailers state: The Petition to Intervene filed on June 9, 2025, otherwise identifies the various interests of the individual fuel retailers and the association and why they sought to participate in this case as parties of record.

2. With respect to the following “WHEREAS” clause contained in the Fuel Retailers’ August 20, 2025, Stipulation and Settlement Agreement,

WHEREAS, the Parties have entered into this Agreement in compromise of their respective positions taken in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable; and

Please answer the following:

- a. With respect to the phrase “compromise of their respective positions taken” contained in this WHEREAS clause, does the word “positions taken” refer to the positions taken by the Fuel Retailers as reflected in Order No. PSC-2025-0298-PHO?

RESPONSE: Yes.

- b. In the context of this WHEREAS clause, please explain as to the Fuel Retailers the meaning of the phrase “in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable”?

RESPONSE: The Fuel Retailers object to this question to the extent it is seeking a legal opinion. Subject to the foregoing objection, the Fuel Retailers state: these statutes govern this proceeding and how it is to be conducted and the rights, duties, and obligations of the Commission and parties to this proceeding.

- c. Does the phrase “in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable” indicate that for certain issues the Fuel Retailers have no “rights and interests” to resolve each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?

RESPONSE: The Fuel Retailers object to this question to the extent it is seeking a legal opinion.

- d. If the answer to c. is “yes,” please identify each of the issues that the Fuel Retailers do have a “right and interest” to resolve.

RESPONSE: The Fuel Retailers object to this question to the extent it is seeking a legal opinion. Subject to the foregoing objection, the Fuel Retailers state: As parties of record, the Fuel Retailers generally have a right to address any issue in this proceeding. The Prehearing Order sets forth those issues the Fuel Retailer have chosen to specifically address.

- e. If the Fuel Retailers have no right or interest to take an affirmative position on any one or more of the 130 issues identified in Order No. PSC-2025-0298-PHO, can the Fuel Retailers nevertheless compromise on the specific issue(s)? If the answer is yes, did the Fuel Retailers so compromise relative to such issues?

RESPONSE: Not applicable.

- f. Please identify the specific issue identified in Order No. PSC-2025-0298-PHO upon which the Fuel Retailers reached a compromise.

RESPONSE: The Fuel Retailers object to this question to the extent it is seeking a legal opinion.

- g. Did the Fuel Retailers have the right and interest to both take a position and compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?

RESPONSE: See the response to 2b, 2c, and 2d.

- h. If the Fuel Retailers stated in f. that the Fuel Retailers had a right and interest to compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO, please identify the document(s) from which arise such rights and interests that the Fuel Retailers compromised.

RESPONSE: The Fuel Retailers object to this question to the extent it is seeking a legal opinion. Subject to the foregoing objection, the Fuel Retailers state: See Order No. PSC-2025-0221-PCO-EI, the Order Granting Intervention to the Fuel Retailers.

3. With respect to the following “WHEREAS” clause contained in the Fuel Retailers’ August 20, 2025, Stipulation and Settlement Agreement,

WHEREAS, as a part of the negotiated exchange of consideration among the Parties to this Agreement, each Party has agreed to concessions to the others with the expectation that all provisions of the Agreement will be enforced by the Commission;

Please answer the following:

- a. Please describe the consideration that the Fuel Retailers gave where the Fuel Retailers took no position on certain issues or when the Fuel Retailers lacked a right or interest to compromise on such an issue or issues?

RESPONSE: The Fuel Retailers object to this question to the extent it is seeking a legal opinion or matters that are subject to the attorney-client privilege.

- b. Please state whether the Fuel Retailers possessed the right and interest to provide consideration on behalf of a represented interest on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO.

RESPONSE: The Fuel Retailers object to this question to the extent it is seeking a legal opinion or matters that are subject to the attorney-client privilege. Being a party grants to that party all the consideration it needs to participate in a negotiation and, if a satisfactory compromise is reached, a settlement of the case.

- c. Did the Fuel Retailers have the right to represent residential customers and small business customers identified by the abbreviation RS(T)-1 and GS(T)-1 in MFR Schedule E-? If the Fuel Retailers’ answer is “yes,” identify the documents and provisions of law that provide the authorization to represent such interests.

RESPONSE: The Fuel Retailers object to this question to the extent it is seeking a legal opinion. Subject to the foregoing objection, the Fuel Retailers state: The entities the Fuel

Retailers represent were set forth in Order No. PSC-2025-0221-PCO-EI and its petition to intervene.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for rate increase by Florida
Power & Light Company.

DOCKET NO. 20250011-EI

DATED: September 23, 2025

**FUEL RETAILERS' ANSWERS TO
CITIZENS' SECOND SET OF INTERROGATORIES
TO AMERICANS FOR AFFORDABLE CLEAN ENERGY, INC.,
CIRCLE K STORES, INC., RACETRAC, INC., AND WAWA, INC. (NOS. 4-8)**

Americans for Affordable Clean Energy, Inc. ("AACE"), Circle K Stores, Inc. ("Circle K"), RaceTrac, Inc. ("RaceTrac"), and Wawa, Inc. ("Wawa") (hereinafter, collectively, "Fuel Retailers"), pursuant to Rules 1.280 and 1.350, Florida Rules of Civil Procedure, and Rule 28-106.206, Florida Administrative Code and the Florida Public Service Commission's Order Establishing Procedure, PSC-2025-0075-PCO-EI, as modified by the First Order Revising Order Establishing Procedure, Order No. PSC-2025-0323-PCO-EI, submits the following objections and responses to the Citizens' First Set of Interrogatories, Nos. 1-3, as follows:

GENERAL OBJECTIONS

1. With respect to the "Definitions" and "Instructions" in the Office of Public Counsel's (OPC) Interrogatories, Fuel Retailers object to any definitions or instructions that are inconsistent with Fuel Retailers' discovery obligations under applicable rules. If some question arises as to Fuel Retailers' discovery obligations, Fuel Retailers will comply with applicable rules and not with any of OPC's definitions or instructions that are inconsistent with those rules.
2. Fuel Retailers further object to each Interrogatory on the grounds and to the extent that the instructions impose or attempt to impose obligations greater than those imposed by the Rules of Civil Procedure or other applicable rules that govern this proceeding.

3. Fuel Retailers generally object to each Interrogatory to the extent that it calls for data or information protected by the attorney-client privilege, the work product doctrine, the accountant-client privilege, the trade secret privilege, the common-interest privilege, or any other applicable privilege or protection afforded by law.
4. Fuel Retailers also object to each Interrogatory that purports to require Fuel Retailers or its experts to prepare studies, analyses, or to do work for OPC that has not been done for Fuel Retailers.
5. Fuel Retailers object to each Interrogatory to the extent that it seeks information that is duplicative, not relevant to the subject matter of this docket, and is not reasonably calculated to lead to the discovery of admissible evidence.
6. Fuel Retailers object to each Interrogatory to the extent it calls for the Fuel Retailers to conduct legal research or provide a legal conclusion or analysis.
7. Fuel Retailers object to each Interrogatory to the extent it is vague, ambiguous, overly broad, imprecise, or utilizes terms that are subject to multiple interpretations but are not properly defined or explained for purposes of such discovery requests.
8. Fuel Retailers expressly reserve the right to object to further discovery into the subject matter of any of these requests, to the introduction of evidence of any response or portion thereof, and to supplement its responses should further investigation disclose responsive information.

Notwithstanding these objections, Fuel Retailers provides the following responses:

INTERROGATORIES

Please refer to the proposed 2025 Stipulation and Settlement Agreement (SA) for the following Questions.

4. Please refer to paragraphs 4(a) and 4(b) and answer the following:
 - a. Please verify Fuel Retailers' understanding of whether, if the SA is approved as filed, that each of the proposed battery and/or storage projects, including (i) the 522 MW Northwest Florida battery projects in 2025, (ii) the 1,420 MW of battery projects in the 2026 projected test year, (iii) the 820 MW of solar projects in the 2026 projected test year, and (iv) the 820 MW of battery projects in the 2027 projected test year are undisputed for inclusion in the 2026 and 2027 annual revenue increases.
 - B Please explain Fuel Retailers' understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the revenue increases or the SA as a whole.

RESPONSE. Please see the Fuel Retailers response to Staff Interrogatory 1(a) and (b).

5. Please refer to paragraphs 4(f) and 13(i). Please explain why Fuel Retailers believes it is appropriate to increase the monthly credits for the CILC and CDR programs in each year following 2026 with each SoBRA.

RESPONSE. Please see the Fuel Retailers response to Staff Interrogatory 2.

6. Please refer to paragraph 13 and answer the following:
 - a. Please explain Fuel Retailers' understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the SOBRA Mechanism or the SA as a whole.
 - b. Explain Fuel Retailers' understanding of the methodology to be used in the calculation of the Cumulative Present Value Revenue Requirement (CPVRR) for the solar projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.
 - c. Explain Fuel Retailers' understanding of the use of inclusion of non-SOBRA battery and/or solar projects as possible avoidable units in the determination of the CPVRR for solar projects in the future SOBRA proceedings.

- d. Explain Fuel Retailers' understanding of whether the SOBRA battery projects must also demonstrate CPVRR benefits. If so, detail what conditions, if any, that the SOBRA battery projects are subject to, and what methodology or limitations would there be on the Commission's or any other party's review in the future SOBRA proceedings. If not, explain why not.
- e. Explain Fuel Retailers' understanding of the methodology intended to be used in the determination of reliability need for solar and battery projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.
- f. Explain Fuel Retailers' understanding of the methodology that would be used in demonstrating that solar and/or battery project portfolios are the lowest cost resource available to timely meet the resource need. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings

RESPONSE. Please see the Fuel Retailers response to Staff Interrogatory 3(a)-(f), inclusive.

- 7. Please refer to paragraph 21(a). Explain Fuel Retailers' understanding of how the additional threshold and sharing percentage interacts with Order No. PSC-2024-0078-FOF-EI, specifically paragraph 21(v) of the 2021 Rate Case Settlement and the review and adjustment of the adjustable parameters in the Fuel Cost Recovery Docket. Explain under what circumstances the modified Asset Optimization Program may be changed by the Commission in a later proceeding during the term of the proposed SA, and what participation, if any, Fuel Retailers or any other party would be allowed in that proceeding.

RESPONSE. Please see the Fuel Retailers response to Staff Interrogatory 4.

- 8. Please refer to paragraph 9 of the proposed Settlement for the following interrogatories.
 - a. Please verify Fuel Retailers understands that it has agreed to not oppose allocating all clause factors using a 4 Coincident Peak (CP) and 12 percent Average Demand (AD) methodology for production plant and 4CP methodology for transmission plant.
 - b. Please explain Fuel Retailers' understanding of the 4CP and 12 percent AD methodology for production plant and 4CP methodology for transmission plant to allocate clause factors. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other non-signatory party's review of this methodology in future clause proceedings.

- c. Please state whether Fuel Retailers has ever intervened and been a party in any of the clause proceedings during the past 3 years. If yes, please list the year and the specific clause.
- d. Please indicate whether Fuel Retailers intends to obtain party status and participate in the upcoming 2025 clause proceedings?
- e. Please explain whether it is Fuel Retailers' understanding that the Commission is obligated to approve the 4CP 12 percent AD methodology for production plant and 4CP or transmission plant cost of service methodology in future clause hearings, under the terms of the proposed Settlement.
- f. Please explain whether Fuel Retailers agrees to FPL's proposed cost of service methodology (12 CP and 25 percent AD) to allocate production and transmission plant to set base rates.

RESPONSE. Please see the Fuel Retailers response to Staff Interrogatory 5(a)-(f), inclusive.

QUESTION:

With respect to the following “WHEREAS” clause contained in SACE’s August 20, 2025, Stipulation and Settlement Agreement,

WHEREAS, the Parties to this Agreement have undertaken to resolve the issues raised in Docket No. 20250011-EI so as to maintain a degree of stability and predictability with respect to FPL’s base rates and charges; and

Please answer the following as to SACE:

- a. Does the phrase “the issues raised in Docket No 20250011-EI” refer to all 130 issues contained in Order No. PSC-2025-0298-PHO-EI?
- b. Does this WHEREAS clause indicate that SACE was authorized to enter into the Agreement to resolve each and every one of the 130 issues contained in Order No. PSC-2025-0298-PHO-EI?
- c. If the answer to b. is “no,” please indicate on which issues SACE is authorized to enter into an agreement to resolve that issue and please identify the document(s) where SACE’s legal authority to participate in an agreement to “resolve the issues raised in Docket No 20250011-EI” is found.
- d. If the answer to b. is “yes,” please identify the document(s) where SACE’s legal authority to participate in an agreement to “resolve [all of] the issues raised in Docket No 20250011-EI” is found.
- e. Please identify the interests represented by SACE that entitled SACE and counsel representing SACE to enter into and sign the agreement to resolve the issues identified in Order No. PSC-2025-0298-PHO.

RESPONSE:

- 1.a. Yes.
- 1.b. The language of this recital is plain on its face and speaks for itself.
- 1.c. N/A.
- 1.d. N/A.
- 1.e. Please refer to SACE’s Petition to Intervene, Document No. 01126-2025.

QUESTION:

With respect to the following “WHEREAS” clause contained in SACE’s August 20, 2025, Stipulation and Settlement Agreement,

WHEREAS, the Parties have entered into this Agreement in compromise of their respective positions taken in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable; and

Please answer the following:

- a. With respect to the phrase “compromise of their respective positions taken” contained in this WHEREAS clause, does the word “positions taken” refer to the positions taken by SACE as reflected in Order No. PSC-2025-0298-PHO?
- b. In the context of this WHEREAS clause, please explain as to s the meaning of the phrase “in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable”?
- c. Does the phrase “in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable” indicate that for certain issues SACE have no “rights and interests” to resolve each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?
- d. If the answer to c. is “yes,” please identify each of the issues that SACE does have a “right and interest” to resolve.
- e. If SACE has no right or interest to take an affirmative position on any one or more of the 130 issues identified in Order No. PSC-2025-0298-PHO, can SACE nevertheless compromise on the specific issue(s)? If the answer is yes, did SACE so compromise relative to such issues?
- f. Please identify the specific issue identified in Order No. PSC-2025-0298-PHO upon which SACE reached a compromise.
- g. Did SACE have the right and interest to both take a position and compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?
- h. If SACE stated in f. that SACE had a right and interest to compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO, please identify the document(s) from which arise such rights and interests that SACE compromised.

RESPONSE:

2.a. Yes.

2.b. The recital’s language is plain on its face and it speaks for itself.

2.c. The recital's language is plain on its face and it speaks for itself.

2.d. N/A.

2.e. SACE objects to this question because it impermissibly requires SACE to make a legal conclusion.

2.f. As stated in the Settlement Agreement, FPL and the intervenor signatories reached a compromise that resolves all the issues in the case. Beyond that, this question impermissibly seeks information that is protected by non-disclosure agreements among the settling parties, and may fall within the scope of protection afforded under Section 90.408, Florida Statutes.

2.g. SACE objects to this question because it impermissibly requires SACE to make a legal conclusion.

2h. SACE objects to this question because it is vague, ambiguous, overbroad in scope and impermissibly requires SACE to make a legal conclusion.

QUESTION:

With respect to the following “WHEREAS” clause contained in your August 20, 2025, Stipulation and Settlement Agreement,

WHEREAS, as a part of the negotiated exchange of consideration among the Parties to this Agreement, each Party has agreed to concessions to the others with the expectation that all provisions of the Agreement will be enforced by the Commission;

Please answer the following:

- a. Please describe the consideration that SACE gave where SACE took no position on certain issues or when SACE lacked a right or interest to compromise on such an issue or issues?
- b. Please state whether SACE possessed the right and interest to provide consideration on behalf of a represented interest on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO.
- c. Did SACE have the right to represent residential customers and small business customers identified by the abbreviation RS(T)-1 and GS(T)-1 in MFR Schedule E-? If SACE's answer is “yes,” identify the documents and provisions of law that provide the authorization to represent such interests.

RESPONSE:

3.a. SACE objects to this question because it impermissibly seeks information that is protected by non-disclosure agreements among the settling parties, falls within the scope of protection afforded under Section 90.408, Florida Statutes. and because it impermissibly requires SACE to make a legal conclusion.

3.b. SACE objects to this question because it impermissibly requires SACE to make a legal conclusion.

3.c. SACE's standing to represent itself and its members is as outlined in its Petition to Intervene in this proceeding and in Order No. PSC-2025-0079-PCO-EI granting SACE's Petition to Intervene. To the extent that OPC wishes to conduct discovery of facts relevant to SACE's interests and the interests of its members in this proceeding, such discovery goes directly to SACE's standing to intervene and is out of time, beyond the scope of the procedural order governing discovery related to the Settlement Agreement and is barred by OPC's waiver of the issue in accordance with the procedural orders governing this case. Further, SACE objects to this question because it seeks information that is irrelevant to the Commission's ultimate decision whether the Settlement Agreement as whole is in the public interest.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for rate increase by Florida
Power & Light Company

Docket No: 20250011-EI
Filed: September 12, 2025

**THE SOUTHERN ALLIANCE FOR CLEAN ENERGY’S OBJECTIONS AND
RESPONSES TO PUBLIC COUNSEL’S SECOND SET OF INTERROGATORIES (4-8)**

The Southern Alliance for Clean Energy (“SACE”), pursuant to Rules 1.340, 1.350 and 1.050, Florida Rules of Civil Procedure, and Rules 28-106.201 and 28-106.206, Florida Administrative Code, submits the following objections and responses to the Office of Public Counsel’s (“OPC”) Second Set of Interrogatories to SACE (4-8).

General Objections:

A: SACE generally object to the extent that the request covers representatives who are attorneys representing SACE and whose communications are protected by attorney-client privilege and attorney work product, or to the extent that the request seeks information that is otherwise privileged, confidential, or not reasonably calculated to lead to the discovery of admissible evidence.

B: SACE generally objects to any request that calls for information prepared in anticipation of litigation or hearing, for data or information protected by the attorney-client privilege, the work product doctrine, the accountant-client privilege, the trade secret privilege, or any other applicable privilege or protection afforded by law.

C: SACE generally objects to any request not reasonably calculated to lead to the discovery of relevant admissible information concerning the Settlement Agreement to which SACE is a signatory party in this docketed matter. By making these responses herein, SACE does not

concede that any request is relevant to this action or is reasonably calculated to lead to the discovery of admissible evidence.

D: SACE expressly reserves the right to object to further discovery into the subject matter of any of these requests, to the introduction of evidence of any response or portion thereof, and to supplement its responses should further investigation disclose responsive information.

Respectfully Submitted,

/s/ William C. Garner

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served on this 12th day of September, 2025 via electronic mail on:

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/s/ William C. Garner
Attorney

QUESTION:

Please refer to paragraphs 4(a) and 4(b).

- a. Please verify SACE's understanding of whether, if the SA is approved as filed, that each of the proposed battery and/or storage projects, including (i) the 522 MW Northwest Florida battery projects in 2025, (ii) the 1,420 MW of battery projects in the 2026 projected test year, (iii) the 820 MW of solar projects in the 2026 projected test year, and (iv) the 820 MW of battery projects in the 2027 projected test year are undisputed for inclusion in the 2026 and 2027 annual revenue increases.
- b. Please refer to paragraphs 4(a) and 4(b). Please explain SACE's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the revenue increases or the SA as a whole.

RESPONSE:

Please see SACE's response to Staff's First Set of Interrogatories to SACE, Interrogatory No. 1.

QUESTION:

Please refer to paragraphs 4(f) and 13(i). Please explain why SACE believes it is appropriate to increase the monthly credits for the CILC and CDR programs in each year following 2026 with each SoBRA.

RESPONSE:

Please see SACE's response to Staff's First Set of Interrogatories to SACE, Interrogatory No. 2.

QUESTION:

Please refer to paragraph 13.

- a. Please explain SACE's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the SOBRA Mechanism or the SA as a whole.
- b. Explain SACE's understanding of the methodology to be used in the calculation of the Cumulative Present Value Revenue Requirement (CPVRR) for the solar projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.
- c. Explain SACE's understanding of the use of inclusion of non-SOBRA battery and/or solar projects as possible avoidable units in the determination of the CPVRR for solar projects in the future SOBRA proceedings.
- d. Explain SACE's understanding of whether the SOBRA battery projects must also demonstrate CPVRR benefits. If so, detail what conditions, if any, that the SOBRA battery projects are subject to, and what methodology or limitations would there be on the Commission's or any other party's review in the future SOBRA proceedings. If not, explain why not.
- e. Explain SACE's understanding of the methodology intended to be used in the determination of reliability need for solar and battery projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.
- f. Explain SACE's understanding of the methodology that would be used in demonstrating that solar and/or battery project portfolios are the lowest cost resource available to timely meet the resource need. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.

RESPONSE:

Please see SACE's response to Staff's First Set of Interrogatories to SACE, Interrogatory No. 3.

QUESTION:

Please refer to paragraph 21(a). Explain the SACE's understanding of how the additional threshold and sharing percentage interacts with Order No. PSC-2024-0078-FOF-EI, specifically paragraph 21(v) of the 2021 Rate Case Settlement and the review and adjustment of the adjustable parameters in the Fuel Cost Recovery Docket. Explain under what circumstances the modified Asset Optimization Program may be changed by the Commission in a later proceeding during the term of the proposed SA, and what participation, if any, SACE or any other party would be allowed in that proceeding.

RESPONSE:

Please see SACE's response to Staff's First Set of Interrogatories to SACE, Interrogatory No. 4.

QUESTION:

Please refer to paragraph 9 of the proposed Settlement for the following interrogatories.

- a. Please verify SACE understands that it has agreed to not oppose allocating all clause factors using a 4 Coincident Peak (CP) and 12 percent Average Demand (AD) methodology for production plant and 4CP methodology for transmission plant.
- b. Please explain SACE's understanding of the 4CP and 12 percent AD methodology for production plant and 4CP methodology for transmission plant to allocate clause factors. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other non-signatory party's review of this methodology in future clause proceedings.
- c. Please state whether SACE has ever intervened and been a party in any of the clause proceedings during the past 3 years. If yes, please list the year and the specific clause.
- d. Please indicate whether SACE intends to obtain party status and participate in the upcoming 2025 clause proceedings?
- e. Please explain whether it is SACE's understanding that the Commission is obligated to approve the 4CP 12 percent AD methodology for production plant and 4CP for transmission plant cost of service methodology in future clause hearings, under the terms of the proposed Settlement.
- f. Please explain whether SACE agrees to FPL's proposed cost of service methodology (12 CP and 25 percent AD) to allocate production and transmission plant to set base rates.

RESPONSE:

Please see SACE's response to Staff's Second Set of Interrogatories to SACE, Interrogatory No. 5.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for rate increase by Florida : DOCKET NO. 20250011-EI
Power & Light Company :
: Filed: September 10, 2025

**WALMART INC.'S OBJECTIONS AND RESPONSES TO
CITIZEN'S FIRST SET OF INTERROGATORIES (NO. 1-3)**

Walmart Inc. ("Walmart") by and through its undersigned counsel, pursuant to Rule 1.350, Florida Rules of Civil Procedure, and Rule 28-106.206, Florida Administrative Code, and the Florida Public Service Commission's ("Commission") Order Establishing Procedure, Order No. PSC-2025-0075-PCO-EI and First Order Revising Order Establishing Procedure, Order No. PSC-2025-0323-PCO-EI, Revised hereby serves their Responses and Objections to Citizen's Interrogatories (Nos. 1-3) to Walmart.

GENERAL OBJECTIONS

1. Walmart objects to each and every discovery request that calls for information protected by the attorney-client privilege, the work product doctrine, the accountant-client privilege, the trade secret privilege, or any other applicable privilege or protection afforded by law, whether such privilege or protection appears at the time the response is first made or is later determined to be applicable for any reason. FPL in no way intends to waive any such privilege or protection. The nature of the documents, if any, will be described in a privilege log prepared and provided by Walmart.

2. In certain circumstances, Walmart may determine, upon investigation and analysis, that information or documents responsive to certain discovery requests to which objections are not otherwise asserted is confidential and proprietary and should be produced only with provisions in place to protect the confidentiality of the information. By agreeing to provide such information or

documents in response to such request, Walmart is not waiving its right to insist upon appropriate protection of confidentiality by means of a protective order, a request for confidential classification, a Notice of Intent, and any other process as provided for by Florida Statutes and Commission Rules, or other action to protect the confidential information or documents requested. Walmart asserts its right to require such protection of any and all information and documents that may qualify for protection under the Florida Rules of Civil Procedure, Florida Statutes, and other applicable statutes, rules, and legal principles.

3. Walmart objects to each discovery request to the extent that it seeks information that is duplicative, not relevant to the subject matter of this docket, and is not reasonably calculated to lead to the discovery of admissible evidence.

4. Walmart objects to each and every discovery request to the extent it is vague, ambiguous, overly broad, imprecise, or utilizes terms that are subject to multiple interpretations but are not properly defined or explained for purposes of such discovery requests. Any responses provided by Walmart will be provided subject to, and without waiver of, the foregoing objection.

5. Walmart objects to each and every discovery request to the extent it calls for Walmart to prepare information in a particular format or perform calculations or analyses not previously prepared or performed as unduly burdensome and purporting to expand Walmart's obligations under applicable law.

6. Walmart objects to each and every discovery request to the extent it calls for Walmart to conduct legal research or provide a legal conclusion or analysis.

7. Walmart objects to providing information to the extent that such information is already in the public record before a public agency and available through normal procedures or is readily accessible through legal search engines.

8. Walmart expressly reserves and does not waive any and all objections it may have to the admissibility, authenticity, or relevance of the information provided in its responses.

RESPONSES TO INTERROGATORIES

Walmart incorporates by reference all of the foregoing General Objections into its Responses set forth below as though fully stated herein.

1. With respect to the following "WHEREAS" clause contained in Walmart's August 20, 2025, Stipulation and Settlement Agreement,

WHEREAS, the Parties to this Agreement have undertaken to resolve the issues raised in Docket No. 20250011-EI so as to maintain a degree of stability and predictability with respect to FPL's base rates and charges; and

Please answer the following as to Walmart:

- a. Does the phrase "the issues raised in Docket No 20250011-EI" refer to all 130 issues contained in Order No. PSC-2025-0298-PHO-EI?
- b. Does this WHEREAS clause indicate that Walmart was authorized to enter into the Agreement to resolve each and every one of the 130 issues contained in Order No. PSC-2025-0298-PHO-EI?
- c. If the answer to b. is "no," please indicate on which issues Walmart is authorized to enter into an agreement to resolve that issue and please identify the document(s) where Walmart's legal authority to participate in an agreement to "resolve the issues raised in Docket No 20250011-EI" is found.
- d. If the answer to b. is "yes," please identify the document(s) where Walmart's legal authority to participate in an agreement to "resolve [all of] the issues raised in Docket No 20250011-EI" is found.
- e. Please identify the interests represented by Walmart that entitled Walmart and counsel representing Walmart to enter into and sign the agreement to resolve the issues identified in Order No. PSC-2025-0298-PHO.

RESPONSE:

- 1.a. Yes.**
- 1.b. Walmart believes the language in the Settlement Agreement and the signature by its counsel speak for themselves.**
- 1.c. Not applicable.**
- 1.d. Not applicable.**
- 1.e. Please refer to Walmart's Petition to Intervene and its Direct Testimony filed in this Docket.**

2. With respect to the following "WHEREAS" clause contained in Walmart's August 20, 2025, Stipulation and Settlement Agreement,

WHEREAS, the Parties have entered into this Agreement in compromise of their respective positions taken in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable; and

Please answer the following:

- a. With respect to the phrase "compromise of their respective positions taken" contained in this WHEREAS clause, does the word "positions taken" refer to the positions taken by Walmart as reflected in Order No. PSC-2025-0298-PHO?
- b. In the context of this WHEREAS clause, please explain as to s the meaning of the phrase "in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable"?
- c. Does the phrase "in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable" indicate that for certain issues Walmart have no "rights and interests" to resolve each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?
- d. If the answer to c. is "yes," please identify each of the issues that Walmart does have a "right and interest" to resolve.
- e. If Walmart has no right or interest to take an affirmative position on any one or more of the 130 issues identified in Order No. PSC-2025-0298-PHO, can Walmart nevertheless compromise on the specific issue(s)? If the answer is yes, did Walmart so compromise relative to such issues?
- f. Please identify the specific issue identified in Order No. PSC-2025-0298-PHO upon which Walmart reached a compromise.

- g. Did Walmart have the right and interest to both take a position and compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?
- h. If Walmart stated in f. that Walmart had a right and interest to compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO, please identify the document(s) from which arise such rights and interests that Walmart compromised.

RESPONSE:

- 2.a. Yes.**
- 2.b. Walmart believes the language speaks for itself.**
- 2.c. Walmart believes the language speaks for itself.**
- 2.d. Not applicable.**
- 2.e. Walmart objects to this Interrogatory because it calls for a legal opinion and/or information derived from attorney-client privileged communications.**
- 2.f. Walmart objects to this Interrogatory because it is vague and ambiguous as to what is meant by "right and interest to compromise." Without waiving any of its Objections, Walmart states that each of the Signatory Parties reached compromises as to all of the Issues identified in the referenced Order in reaching their settlement.**
- 2.g. Walmart objects to this Interrogatory because it calls for a legal opinion and/or information derived from attorney-client privileged communications.**
- 2.h. Walmart objects to this Interrogatory because it is vague and ambiguous, and this Interrogatory calls for a legal opinion and/or information derived from attorney-client privileged communications.**

3. With respect to the following "WHEREAS" clause contained in your August 20, 2025, Stipulation and Settlement Agreement,

WHEREAS, as a part of the negotiated exchange of consideration among the Parties to this Agreement, each Party has agreed to concessions to the others with the expectation that all provisions of the Agreement will be enforced by the Commission;

Please answer the following:

- a. Please describe the consideration that Walmart gave where Walmart took no position on certain issues or when Walmart lacked a right or interest to compromise on such an issue or issues?
- b. Please state whether Walmart possessed the right and interest to provide consideration on behalf of a represented interest on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO.
- c. Did Walmart have the right to represent residential customers and small business customers identified by the abbreviation RS(T)-1 and GS(T)-1 in MFR Schedule E-? If Walmart's answer is "yes," identify the documents and provisions of law that provide the authorization to represent such interests.

RESPONSE:

- 3.a. Walmart objects to this Interrogatory because it calls for a legal opinion and/or information derived from attorney-client privileged communications.**
- 3.b. Walmart objects to this Interrogatory because it calls for a legal opinion and/or information derived from attorney-client privileged communications.**
- 3.c. Walmart objects to this Interrogatory because it calls for a legal opinion and/or information derived from attorney-client privileged communications. Without**

waiving its objection, Walmart states that it intervened in this Docket on behalf of itself, as stated its Petition to Intervene.

Respectfully submitted,

By /s/ Stephanie U. Eaton

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Counsel to Walmart Inc.

Dated: September 10, 2025

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by electronic mail to the following parties this 10th day of September, 2025.

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Certificate of Service
Docket No. 20250011-EI

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/s/ Stephanie U. Eaton

Stephanie U. Eaton

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for rate increase by Florida : DOCKET NO. 20250011-EI
Power & Light Company :
: Filed: September 12, 2025

**WALMART INC.'S OBJECTIONS AND RESPONSES TO
CITIZEN'S SECOND SET OF INTERROGATORIES (NOS. 4-8)**

Walmart Inc. ("Walmart") by and through its undersigned counsel, pursuant to Rule 1.350, Florida Rules of Civil Procedure, and Rule 28-106.206, Florida Administrative Code, and the Florida Public Service Commission's ("Commission") Order Establishing Procedure, Order No. PSC-2025-0075-PCO-EI and First Order Revising Order Establishing Procedure, Order No. PSC-2025-0323-PCO-EI, Revised, hereby serves its Objections and Responses to Citizen's Second Set of Interrogatories (Nos. 4-8) to Walmart.

GENERAL OBJECTIONS

1. Walmart objects to each and every discovery request that calls for information protected by the attorney-client privilege, the work product doctrine, the accountant-client privilege, the trade secret privilege, or any other applicable privilege or protection afforded by law, whether such privilege or protection appears at the time the response is first made or is later determined to be applicable for any reason. FPL in no way intends to waive any such privilege or protection. The nature of the documents, if any, will be described in a privilege log prepared and provided by Walmart.

2. In certain circumstances, Walmart may determine, upon investigation and analysis, that information or documents responsive to certain discovery requests to which objections are not otherwise asserted is confidential and proprietary and should be produced only with provisions in place to protect the confidentiality of the information. By agreeing to provide such information or

documents in response to such request, Walmart is not waiving its right to insist upon appropriate protection of confidentiality by means of a protective order, a request for confidential classification, a Notice of Intent, and any other process as provided for by Florida Statutes and Commission Rules, or other action to protect the confidential information or documents requested. Walmart asserts its right to require such protection of any and all information and documents that may qualify for protection under the Florida Rules of Civil Procedure, Florida Statutes, and other applicable statutes, rules, and legal principles.

3. Walmart objects to each discovery request to the extent that it seeks information that is duplicative, not relevant to the subject matter of this docket, and is not reasonably calculated to lead to the discovery of admissible evidence.

4. Walmart objects to each and every discovery request to the extent it is vague, ambiguous, overly broad, imprecise, or utilizes terms that are subject to multiple interpretations but are not properly defined or explained for purposes of such discovery requests. Any responses provided by Walmart will be provided subject to, and without waiver of, the foregoing objection.

5. Walmart objects to each and every discovery request to the extent it calls for Walmart to prepare information in a particular format or perform calculations or analyses not previously prepared or performed as unduly burdensome and purporting to expand Walmart's obligations under applicable law.

6. Walmart objects to each and every discovery request to the extent it calls for Walmart to conduct legal research or provide a legal conclusion or analysis.

7. Walmart objects to providing information to the extent that such information is already in the public record before a public agency and available through normal procedures or is readily accessible through legal search engines.

8. Walmart expressly reserves and does not waive any and all objections it may have to the admissibility, authenticity, or relevance of the information provided in its responses.

RESPONSES TO INTERROGATORIES

Walmart incorporates by reference all of the foregoing General Objections into its Responses set forth below as though fully stated herein.

Please refer to the proposed 2025 Stipulation and Settlement Agreement (SA) for the following questions.

4. Please refer to paragraphs 4(a) and 4(b) and answer the following:
 - a. Please verify Walmart's understanding of whether, if the SA is approved as filed, that each of the proposed battery and/or storage projects, including (i) the 522 MW Northwest Florida battery projects in 2025, (ii) the 1,420 MW of battery projects in the 2026 projected test year, (iii) the 820 MW of solar projects in the 2026 projected test year, and (iv) the 820 MW of battery projects in the 2027 projected test year are undisputed for inclusion in the 2026 and 2027 annual revenue increases.
 - b. Please explain Walmart's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the revenue increases or the SA as a whole.

RESPONSE:

- 4.a. **Yes, the referenced projects are undisputed for inclusion in the 2026 and 2027 annual revenue increases under the Settlement Agreement.**
- 4.b. **FPL's proposed resource additions are based on the following three planning criteria: (i) a planning reserve margin of 20%; (ii) a 0.1 days-per-year loss of load probability, as stochastically determined; and (iii) a generation-only reserve margin of 10%.**

The Commission's approval of the Settlement Agreement would not represent a confirmation or authorization of a specific resource planning method. Regardless of the findings made in this case, the Commission will retain its full authority to determine the appropriateness of the resource planning methodologies of those utilities that are subject to its jurisdiction, and to review those planning methodologies on a continuing basis. Acceptance of FPL's proposed resource additions, which it appropriately believes are premised on a stochastic loss-of-load probability analysis, does not bind or commit the Commission to accept such an analysis each and every time it is presented with one. Instead, the Commission has the authority to make findings concerning the appropriateness of a utility's resource additions based on the facts before it. The Commission's approval of the Settlement Agreement would therefore not result in the adoption of a new, specific resource planning standard for FPL or other jurisdictional utilities under its purview.

5. Please refer to paragraphs 4(f) and 13(i). Please explain why Walmart believes it is appropriate to increase the monthly credits for the CILC and CDR programs in each year following 2026 with each SoBRA.

RESPONSE:

FPL's proposal to adjust the CDR credits contemporaneously with each SoBRA is a negotiated term in the Proposed Settlement Agreement. This approach is consistent with prior Commission-approved settlement agreements (Order Nos. PSC-2016-0560-AS-EI and PSC-2021-0446-S-EI) and aligns with the intent of the SoBRA mechanism in that base rate changes should be applied uniformly to all base rate components.

6. Please refer to paragraph 13 and answer the following:
- a. Please explain Walmart's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the SOBRA Mechanism or the SA as a whole.
 - b. Explain Walmart's understanding of the methodology to be used in the calculation of the Cumulative Present Value Revenue Requirement (CPVRR) for the solar projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.
 - c. Explain Walmart's understanding of the use of inclusion of non-SOBRA battery and/or solar projects as possible avoidable units in the determination of the CPVRR for solar projects in the future SOBRA proceedings.
 - d. Explain Walmart's understanding of whether the SOBRA battery projects must also demonstrate CPVRR benefits. If so, detail what conditions, if any, that the SOBRA battery projects are subject to, and what methodology or limitations would there be on the Commission's or any other party's review in the future SOBRA proceedings. If not, explain why not.
 - e. Explain Walmart's understanding of the methodology intended to be used in the determination of reliability need for solar and battery projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.

- f. Explain Walmart's understanding of the methodology that would be used in demonstrating that solar and/or battery project portfolios are the lowest cost resource available to timely meet the resource need. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.

RESPONSE:

- 6.a. Please reference Walmart's response provided with 4(b) above.**
- 6.b. As described in paragraph 13(a)(i) of the Settlement Agreement, FPL will calculate the projected system CPVRR of the SoBRA solar facilities in comparison to a projected system CPVRR without the solar projects. FPL must also demonstrate that the "with solar" plan is projected to be CPVRR beneficial within 10 years at a ratio of 1 to 1.15. This calculation would not be subject to change during the Term, but the Commission retains the ability to review how the CPVRR for the comparison was developed (*i.e.*, assumptions).**

Similar to how it has elevated solar cost-effectiveness in prior SoBRA filings, FPL will use the capacity expansion and hourly production costs functions of the Aurora model to forecast the system economics. The Aurora model will develop the optimal resource plans and associated generation system costs, consisting of capital costs, fixed operations and maintenance costs, capital replacement costs, fuel costs, variable operations and maintenance costs, and emissions costs for a given resource plan. The Aurora model is used to determine the lowest, optimal CPVRR for each resource plan.

- 6.c. As described in paragraph 13(a)(i) of the Settlement Agreement, FPL will calculate the CPVRR of the SoBRA solar facilities in comparison to a projected system CPVRR without the solar projects, including the criteria that the "with solar" plan must be CPVRR beneficial within 10 years at a ratio of 1 to 1.15. The consideration of non-SoBRA alternatives as the avoidable unit is not contemplated in the Settlement Agreement. Were the Commission to approve the Settlement Agreement, it would be approving the CPVRR methodology described in paragraph 13(a)(i) of the Settlement Agreement.**
- 6.d. There is no specific CPVRR test set forth in the Settlement Agreement for SoBRA battery storage additions. However, FPL may demonstrate that solar and battery hybrid projects satisfy the CPVRR test for solar projects. Also, paragraph 13(a)(ii) directs that FPL, in making its resource need demonstration for battery storage SoBRA projects, "must [] demonstrate that the selected portfolio of projects are the lowest cost resource available to timely meet the resource need, and the cost of the components, engineering, and construction are reasonable." This provision ensures that any identified resource need will be met with the lowest cost resource available to timely meet the resource need.**
- 6.e. To demonstrate a reliability need, FPL proposes to utilize its three current resource planning reliability criteria: (i) a planning reserve margin of 20%; (ii) a 0.1 days-per-year loss of load probability, as stochastically determined; and (iii) a generation-only reserve margin of 10%. The Settlement Agreement does not set forth any limitations on the Commission's review of these resource planning reliability criteria, though the modification or rejection of the current criteria**

would lead to a structural misalignment in FPL's resource planning – that is, the planning criteria used to identify FPL's 2026 solar and battery storage additions and 2027 battery storage additions would differ from those used to identify the needed SoBRA additions.

- 6.f. FPL plans to use the AURORA model to determine the lowest cost resources available to timely meet the resource need. The AURORA model, which has been used by FPL in multiple prior resource planning cycles, develops an optimal resource plan to meet identified needs through an evaluation of associated generation system costs, such as capital costs, fixed operations and maintenance costs, capital replacement costs, fuel costs, variable operations and maintenance costs, and emissions costs.

While there is no limitation set on the Commission's review of this methodology, it has been used and relied upon by FPL in its resource planning for years and has served as the basis for many of FPL's prior resource additions that the Commission has deemed prudent.

7. Please refer to paragraph 21(a). Explain Walmart's understanding of how the additional threshold and sharing percentage interacts with Order No. PSC-2024-0078-FOF-EI, specifically paragraph 21(v) of the 2021 Rate Case Settlement and the review and adjustment of the adjustable parameters in the Fuel Cost Recovery Docket. Explain under what circumstances the modified Asset Optimization Program may be changed by the Commission in a later proceeding during the term of the proposed SA, and what participation, if any, Walmart or any other party would be allowed in that proceeding.

RESPONSE:

The additional threshold and sharing percentage in paragraph 21(a) of the proposed Settlement Agreement coexists with paragraph 21(v) of the 2021 Rate Case Settlement. The third threshold – under which customers will receive 100% of any gains over \$150 million – is additive to the thresholds set forth in the 2021 Rate Case Settlement. If approved, Asset Optimization gains would be subject to four thresholds: (i) up to \$42.5million: 100% customer benefit; (ii) \$42.5 million to \$100 million: 40% customer benefit; (iii) greater than \$100 million up to \$150 million: 50% customer benefit; and (iv) greater than \$150 million: 100% customer benefit. Under the paragraph 21(a) of the proposed Settlement Agreement, the customer portion of gains generated up to \$150 million will be recognized in base rates. The Commission continues to have oversight authority, including the right to review and adjust the adjustable parameters. As was contemplated in the 2021 Rate Case Settlement, the Commission may review, or FPL may request review of, those adjustable parameters through the Fuel Cost Recovery Docket or other docket initiated by the Commission.

8. Please refer to paragraph 9 of the proposed Settlement for the following interrogatories.
- a. Please verify Walmart understands that it has agreed to not oppose allocating all clause factors using a 4 Coincident Peak (CP) and 12 percent Average Demand (AD) methodology for production plant and 4CP methodology for transmission plant.
 - b. Please explain Walmart's understanding of the 4CP and 12 percent AD methodology for production plant and 4CP methodology for transmission plant to allocate clause factors. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other non-signatory party's review of this methodology in future clause proceedings.
 - c. Please state whether Walmart has ever intervened and been a party in any of the clause proceedings during the past 3 years. If yes, please list the year and the specific clause.
 - d. Please indicate whether Walmart intends to obtain party status and participate in the upcoming 2025 clause proceedings?
 - e. Please explain whether it is Walmart's understanding that the Commission is obligated to approve the 4CP 12 percent AD methodology for production plant and 4CP for transmission plant cost of service methodology in future clause hearings, under the terms of the proposed Settlement.
 - f. Please explain whether Walmart agrees to FPL's proposed cost of service methodology (12 CP and 25 percent AD) to allocate production and transmission plant to set base rates.

RESPONSE:

8.a. Yes. Paragraph 9 of the Proposed Settlement Agreement expressly provides that "[a]ll Parties to this Agreement maintain their full rights in the clause dockets but shall not oppose the allocation methodology."

8.b. The 4 CP and 12 percent AD allocation methodology for Production Plant weights 88% of the production plant costs as demand related based on each customer class's contribution to the system's peak demand during the four coincident peak hours of the year and the remaining 12% is weighted as energy related. The 4 CP allocation methodology for Transmission Plant weights 100% of the transmission costs as demand related based on each customer class's contribution to the system's peak demand during the four coincident peak hours of the year.

The Proposed Settlement Agreement, if approved by the Commission, is only binding on the Signatory Parties. Thus, Non-signatories would retain all rights and remedies to participate and advocate in FPL's annual clause proceedings as available and permitted by law. If the Commission approves the Proposed Settlement Agreement, FPL would be obligated to comply with the terms of that final order unless and until otherwise modified by subsequent order of the Commission. Thus, if the Proposed Settlement Agreement is approved, FPL would apply the 4 CP and 12 percent AD Production Allocator and the 4 CP Transmission Allocator to all clauses filings and the Commission would review and determine, among other things, whether the cost of service methodology used for that clause filing properly complied with the Commission's final order.

- 8.c. Yes. In 2024, in relation to the Energy Conservation Cost Recovery Clause, Walmart intervened in the Commission review of numeric conservation goals Dockets, as follows:**
- 20240012-EG (FPL)**
 - 20240013-EG (DEF)**
 - 20240014-EG (TECO)**
 - 20240015-EG (FPUC)**
 - 20240016-EG (JEA)**
 - 20240017-EG (OUC)**
- 8.d. Walmart has not yet determined whether it will participate in future clause dockets.**
- 8.e. If the Commission finds that the Proposed Settlement Agreement, when taken as a whole, is in the public interest and approves the Proposed Settlement Agreement, FPL would be obligated to comply with the terms of that final order unless and until otherwise modified by subsequent order of the Commission. Thus, if the Proposed Settlement Agreement is approved, FPL would apply the 4 CP and 12 percent AD Production Allocator and the 12 CP Transmission Allocator to all clauses filings and the Commission would review and determine, among other things, whether the cost of service methodology used for that clause filing properly complied with the Commission's final order.**
- 8.f. No. The Proposed Settlement Agreement does not propose to adopt the 12 CP and 25 percent AD methodology for production and transmission plan to set base rates. The Proposed Settlement Agreement applies a "modified equal percentage allocation" methodology used to allocate the revenue requirements. The "modified equal percentage allocation" methodology agreed to in the Proposed Settlement Agreement reflects a negotiated compromise among parties representing diverse customer interests and demonstrates a measured approach that considers the**

competing cost allocation proposals submitted in this case while achieving the targeted revenue.

Respectfully submitted,

By /s/ Stephanie U. Eaton

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Counsel to Walmart Inc.

Dated: September 12, 2025

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by electronic mail to the following parties this 12th day of September, 2025.

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Docket No. 20210015-EI

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/s/ Stephanie U. Eaton

Stephanie U. Eaton

Watrous, Austin

From: Bailey, Stephanie
Sent: Friday, September 19, 2025 3:16 PM
To: Jon Moyle ; Karen Putnal ; Moyle Law Firm, P.A.; 'James W. Brew'; Laura Wyn Baker; jrb@smxblaw.com; 'Sarah Newman'; Leslie R. Newton; Ashley N. George; Thomas A. Jernigan; Michael Rivera; James Ely; Ebony Payton; Matthew R. Vondrasek; Stephanie Eaton; Steven Lee; William C. Garner; bruce.may@hklaw.com; kevin.cox@hklaw.com; kathryn.isted@hklaw.com; fsself@bergersingerman.com; Ruth Vafek; remontejo@duanemorris.com; ajudd@duanemorris.com
Cc: Trierweiler, Walt; Wessling, Mary; Christensen, Patty; Ponce, Octavio; Watrous, Austin; Howard, Bernadette
Subject: Docket # 20250011-EI FPL Rate Case - Request for Privilege Log

Good afternoon,

On behalf of Austin Watrous in the Office of Public Counsel, please provide a copy of your privilege log for all discovery responses where you have asserted attorney-client, work product, or other privilege for the following discovery regarding the SIPP Settlement:

- OPC's 1st ROGs (Nos. 1-3) served on September 3, 2025
- OPC's 2nd ROGs (Nos. 4-8) served on September 5, 2025

Please provide the privilege logs via email to Austin Watrous at watrous.austin@leg.state.fl.us by noon on Tuesday, September 23, 2025.

If you have any questions or concerns, please do not hesitate to contact our office.

Sincerely,

Stephanie Bailey

Office of Public Counsel
111 West Madison Street, Room 812
Tallahassee, FL 32399-1400
Main Phone: 850.488.9330
Direct: 850.717.0335

Watrous, Austin

From: Stephanie U. Eaton <seaton@spilmanlaw.com>
Sent: Tuesday, September 23, 2025 1:32 PM
To: Watrous, Austin
Cc: D. Bruce May; bgarner@wcglawoffice.com; Jon Moyle; Karen Putnal; Nikhil Vijaykar; Jay Brew; Laura Baker; NEWTON, LESLIE R Maj USAF HAF AFCEC/JAOE-ULFSC; JERNIGAN, THOMAS A CIV USAF AFMC AFIMSC/JAU; Michael.Rivera.51@us.af.mil; Floyd R. Self; rvafek@bergersingerman.com; Floyd R. Self; Alexander Judd; Robert Montejo; Trierweiler, Walt; Wessling, Mary; bmarshall@earthjustice.org; jluebkmann@earthjustice.org; dmcmanamon@earthjustice.org; John T. Burnett; Maria Moncada; Christopher Wright; schef@gbwlegal.com
Subject: Docket # 20250011-EI FPL Rate Case - Request for Privilege Log - Response from Signatory Intervenors [STB-WORKSITE.FID1208246]
Attachments: Letter to OPC re Privilege Logs.pdf

Austin,

Attached is a letter from Signatory Intervenors in response to OPC's request for privilege logs.

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September 23, 2025

VIA E-MAIL (WATROUS.AUSTIN@leg.state.fl.us)

Austin Watrous
Office of Public Counsel
c/o The Florida Legislature
111 West Madison Street, Suite 812
Tallahassee, FL 32399-1400

Re: Docket No. 20250011-EI; In re: Petition for rate increase by Florida Power & Light Company

Dear Austin:

Several of the Signatory Intervenors received a request from OPC at 3:16 p.m. on Friday, September 19, 2025, requesting that we provide privilege logs for responses to OPC's First Set of Interrogatories served on September 3, 2025 (exemplar set attached as Exhibit 1) and OPC's Second Set of Interrogatories served on September 5, 2025 (exemplar set attached as Exhibit 2). OPC's Sept. 19, 2025 e-mail is attached as Exhibit 3. In particular, OPC has requested from those Signatory Intervenors privilege logs for "responses where [Signatory Intervenors] have asserted attorney-client, work product, or other privilege for the following discovery regarding the SIPP Settlement." OPC asked those Signatory Intervenors provide these privilege logs to OPC by noon on Tuesday, September 23, 2025.

The Signatory Intervenors are writing to advise you that, without waiving all objections we raised in our respective discovery responses, and to the extent we raised objections based on "attorney-client, work product, or other privilege," we will not be providing the requested privilege logs to OPC. While the OEP does anticipate that privilege logs would be provided where privilege has been asserted in response to discovery requests, the nature of OPC's Sept. 3 and Sept. 5 discovery requests and the Commission's recent Order quashing OPC's notices of deposition for Signatory Intervenors' corporate representative depositions support Signatory Intervenors' refusal to provide these specific privilege logs. In particular, the Commission has now indicated, albeit with respect to OPC's requested deposition discovery, that "inquiries regarding the substance of the settlement negotiations in this matter are outside of the scope of permissible discovery." Order No. PSC-2025-0354-PCO-EI, p. 5 (Sept. 18, 2025).

It seems obvious to us that production of privilege logs in relation to discovery on Pre-filed Testimony is very different from production of privilege logs with respect to the Settlement Agreement-based discovery. Logs of communications among the Signatories that, even where the subject matter is redacted, reveal who was speaking with whom and when, and the back and forth of negotiations with clients, FPL and others, reveals too much about the settlement negotiation process itself. Therefore, where Signatory Intervenors lodged this objection to the discovery interrogatories for which OPC is requesting a privilege log, no obligation to submit a privilege log arose in the first place. As the Second District Court of Appeals noted, "[b]efore a written objection to a request for production of documents is ruled upon, the documents are not 'otherwise discoverable' and thus the obligation to file a privilege log does not arise." Avatar Prop. & Cas. Ins. Co. v. Jones, 291 So. 3d 663, 667 (Fla. 2nd DCA 2020) (emphasis added); see also Gosman

v. Luzinski, 937 So. 2d 293, 296 (Fla. 4th DCA 2006); Morton Plant Hosp. Ass'n. v. Shahbas, 960 So. 2d 820, 826 (Fla. 2d DCA 2007); Am. Integrity Ins. Co. of Fla. v. Venable, 324 So. 3d 999, 1001 (Fla. 1st DCA 2021).

As the Court in Gosman explained,

A party is required to file a log only if the information is 'otherwise discoverable.' Where a party claims that the production of documents is burdensome and harassing, such as was done here, the scope of the discovery is at issue. Until the court rules on the request, the party responding to the discovery does not know what will fall into the category of discoverable documents. If the party is correct in her assertion that the documents requested are burdensome to produce, why should she still go through all the requested documents to determine which ones are privileged, even though none of them may be required to be produced because the request is burdensome?

937 So. 2d at 296.

This request for privilege logs is intrusive, harassing, will not lead to admissible evidence, and is unduly burdensome, especially given OPC's requested turnaround time and the stage at which we collectively find ourselves in this litigation. We respectfully request that OPC withdraw this request, but if not, we are happy to address this with the Commission at the appropriate time.

Respectfully submitted,

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for rate increase by Florida
Power & Light Company.

DOCKET NO.: 20250011-EI

FILED: September 3, 2025

**CITIZENS' FIRST SET OF INTERROGATORIES TO
WALMART INC. (NOS. 1-3)**

Pursuant to § 350.0611(1), F.S., Rule 28-106.206, Fla. Admin. Code, and Rule 1.340, Fla. R. Civ. P., the Citizens of the State of Florida (Citizens), through the Office of Public Counsel (“OPC”), propound the following interrogatories to Walmart Inc. to be answered within seven (7) days after the service of these interrogatories. These interrogatories shall be answered under oath by Walmart or its agent, who is qualified and who will be identified. As provided by Rule 1.340(a), Florida Rules of Civil Procedure, each interrogatory shall be answered separately and fully in writing under oath unless it is objected to. Each answer shall be signed by the person making it. Please supply the name, address, and relationship to Walmart of those persons providing the answers to each of the following interrogatories.

To the extent Walmart provides documents in response to an interrogatory, Citizens request Walmart produce the documents for inspection and copying at the Office of Public Counsel, Claude Pepper Building, 111 West Madison Street, Suite 812, Tallahassee, Florida 32399-1400.

DEFINITIONS

As used herein, the following words shall have the meanings indicated:

“Document” refers to written matter of any kind, regardless of its form, and to information recorded on any storage medium, whether in electrical, optical or electromagnetic form, and capable of reduction to writing by the use of computer hardware and software.

“Identify” means:

- (a) With respect to a person, to state the person’s name, address and business relationship (e.g., “employee”) to Walmart.
- (b) With respect to a document, to state the nature of the document in sufficient detail for identification in a request for production, its date, its author, and to identify its custodian. If the information or document identified is recorded in electrical, optical or electromagnetic form, identification includes a description

of the computer hardware or software required to reduce it to readable form.

INSTRUCTIONS

1. To the extent an interrogatory calls for information which cannot now be precisely and completely furnished, such information as can be furnished should be included in the answer, together with a statement that further information cannot be furnished, and a statement as to the reasons therefore. If the information which cannot now be furnished is believed to be available to another person, identify such other person and the reasons for believing such person has the described information.
2. In the event any interrogatory herein calls for information or documents which Walmart deems to be privileged, in whole or in part, Walmart shall:
 - (a) make the claim expressly and specify the grounds relied upon for the claim of privilege,
 - (b) produce the information or documents in redacted form, and
 - (c) to the extent any information or documents are withheld, Walmart shall identify and describe the nature of each document not disclosed and each redacted provision in a manner that will enable other parties to assess the applicability of the privilege or protection.
3. Documents or reports to be identified shall include all documents in Walmart's possession, custody and control and all other documents of which Walmart has knowledge. If a document is produced in response to an interrogatory, please produce a copy of the original and all versions that are different in any way from the original, whether by interlineation, receipt stamp or notation. If Walmart does not have possession, custody, or control of the originals of the documents requested, please produce a copy of the version(s) in Walmart's possession, custody, or control, however, made.
4. Separate answers shall be furnished for each interrogatory, although where the context permits, an interrogatory may be answered by reference to the answer furnished to another interrogatory.
5. For each interrogatory, identify the name, address, telephone number and position of the person responsible for providing the answer.

6. Responsive documents available in an electronic format shall be provided in their native electronic format, unless the parties have reached a specific agreement in advance for production of the documents in a different, agreed-upon format or medium. OPC requests that responses for each production of document request be provided in separate electronic folders that include the documents responsive to the request.
7. Documents should be produced in an OCR (Optical Character Recognition) searchable format.
8. Please provide all responses to these interrogatories that include workpapers, data, calculations and spreadsheets in non-password protected and executable PC-compatible computer program/models/software. Formulae, links, and cells, formatting, metadata and any other original features assisting in calculation should be intact. For example, Excel documents and documents of a similar format shall be produced in their native electronic format, with all spreadsheets, formulas, and links unlocked and intact. To the extent the data requested does not exist in the form requested, please notify the undersigned counsel so that the parties can confer to reach a resolution for timely production.
9. Please construe “and” as well as “or” either disjunctively or conjunctively as necessary to bring within the scope of the interrogatories any document which might otherwise be construed to be outside the scope.

INTERROGATORIES

1. With respect to the following “WHEREAS” clause contained in Walmart’s August 20, 2025, Stipulation and Settlement Agreement,

WHEREAS, the Parties to this Agreement have undertaken to resolve the issues raised in Docket No. 20250011-EI so as to maintain a degree of stability and predictability with respect to FPL’s base rates and charges; and

Please answer the following as to Walmart:

- a. Does the phrase “the issues raised in Docket No 20250011-EI” refer to all 130 issues contained in Order No. PSC-2025-0298-PHO-EI?
- b. Does this WHEREAS clause indicate that Walmart was authorized to enter into the Agreement to resolve each and every one of the 130 issues contained in Order No. PSC-2025-0298-PHO-EI?
- c. If the answer to b. is “no,” please indicate on which issues Walmart is authorized to enter into an agreement to resolve that issue and please identify the document(s) where Walmart’s legal authority to participate in an agreement to “resolve the issues raised in Docket No 20250011-EI” is found.
- d. If the answer to b. is “yes,” please identify the document(s) where Walmart’s legal authority to participate in an agreement to “resolve [all of] the issues raised in Docket No 20250011-EI” is found.
- e. Please identify the interests represented by Walmart that entitled Walmart and counsel representing Walmart to enter into and sign the agreement to resolve the issues identified in Order No. PSC-2025-0298-PHO.

2. With respect to the following “WHEREAS” clause contained in Walmart’s August 20, 2025, Stipulation and Settlement Agreement,

WHEREAS, the Parties have entered into this Agreement in compromise of their respective positions taken in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable; and

Please answer the following:

- a. With respect to the phrase “compromise of their respective positions taken” contained in this WHEREAS clause, does the word “positions taken” refer to the positions taken by Walmart as reflected in Order No. PSC-2025-0298-PHO?
- b. In the context of this WHEREAS clause, please explain as to s the meaning of the phrase “in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable”?
- c. Does the phrase “in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable” indicate that for certain issues Walmart have no “rights and interests” to resolve each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?
- d. If the answer to c. is “yes,” please identify each of the issues that Walmart does have a “right and interest” to resolve.
- e. If Walmart has no right or interest to take an affirmative position on any one or more of the 130 issues identified in Order No. PSC-2025-0298-PHO, can Walmart nevertheless compromise on the specific issue(s)? If the answer is yes, did Walmart so compromise relative to such issues?

- f. Please identify the specific issue identified in Order No. PSC-2025-0298-PHO upon which Walmart reached a compromise.
 - g. Did Walmart have the right and interest to both take a position and compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO?
 - h. If Walmart stated in f. that Walmart had a right and interest to compromise on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO, please identify the document(s) from which arise such rights and interests that Walmart compromised.
3. With respect to the following “WHEREAS” clause contained in your August 20, 2025, Stipulation and Settlement Agreement,

WHEREAS, as a part of the negotiated exchange of consideration among the Parties to this Agreement, each Party has agreed to concessions to the others with the expectation that all provisions of the Agreement will be enforced by the Commission;

Please answer the following:

- a. Please describe the consideration that Walmart gave where Walmart took no position on certain issues or when Walmart lacked a right or interest to compromise on such an issue or issues?
- b. Please state whether Walmart possessed the right and interest to provide consideration on behalf of a represented interest on each and every one of the 130 issues identified in Order No. PSC-2025-0298-PHO.
- c. Did Walmart have the right to represent residential customers and small business customers identified by the abbreviation RS(T)-1 and GS(T)-1 in MFR Schedule E-? If Walmart’s answer is “yes,” identify the documents and provisions of law that provide the authorization to represent such interests.

Respectfully submitted,

/s/ Walt Trierweiler

Walt Trierweiler

Public Counsel

Florida Bar No.: 912468

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Office of Public Counsel

c/o The Florida Legislature

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Tallahassee, FL 32399-1400

(850) 488-9330

*Attorneys for the Citizens
of the State of Florida*

AFFIDAVIT

STATE OF _____

COUNTY OF _____

I hereby certify that on this _____ day of _____, 2025, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, who is personally known to me, and he/she acknowledged before me that he/she provided the answers to number(s) _____ in CITIZENS' FIRST SET OF INTERROGATORIES TO WALMART INC. (NOS. 1-3) in Docket No. 20250011-EI, and that the responses are true and correct based on his/her personal knowledge.

In Witness Whereof, I have hereunto set my hand and seal in the State and County aforesaid as of this _____ day of _____, 2025.

Notary Public
State of Florida, at Large

My Commission Expires:

CERTIFICATE OF SERVICE
DOCKET NO. 20250011-EI

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by electronic mail on this 3rd day of September, 2025, to the following:

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/s/ Walt Trierweiler
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for rate increase by Florida
Power & Light Company.

DOCKET NO.: 20250011-EI

FILED: September 5, 2025

**CITIZENS' SECOND SET OF INTERROGATORIES TO
WALMART, INC. (NOS. 4-8)**

Pursuant to § 350.0611(1), F.S., Rule 28-106.206, Fla. Admin. Code, and Rule 1.340, Fla. R. Civ. P., the Citizens of the State of Florida (Citizens), through the Office of Public Counsel (“OPC”), propound the following interrogatories to Walmart, Inc. to be answered within seven (7) days after the service of these interrogatories. These interrogatories shall be answered under oath by Walmart or its agent, who is qualified and who will be identified. As provided by Rule 1.340(a), Florida Rules of Civil Procedure, each interrogatory shall be answered separately and fully in writing under oath unless it is objected to. Each answer shall be signed by the person making it. Please supply the name, address, and relationship to Walmart of those persons providing the answers to each of the following interrogatories.

To the extent Walmart provides documents in response to an interrogatory, Citizens request Walmart produce the documents for inspection and copying at the Office of Public Counsel, Claude Pepper Building, 111 West Madison Street, Suite 812, Tallahassee, Florida 32399-1400.

DEFINITIONS

As used herein, the following words shall have the meanings indicated:

“Document” refers to written matter of any kind, regardless of its form, and to information recorded on any storage medium, whether in electrical, optical or electromagnetic form, and capable of reduction to writing by the use of computer hardware and software.

“Identify” means:

- (a) With respect to a person, to state the person’s name, address and business relationship (e.g., “employee”) to Walmart.
- (b) With respect to a document, to state the nature of the document in sufficient detail for identification in a request for production, its date, its author, and to identify its custodian. If the information or document identified is recorded in

electrical, optical or electromagnetic form, identification includes a description of the computer hardware or software required to reduce it to readable form.

INSTRUCTIONS

1. To the extent an interrogatory calls for information which cannot now be precisely and completely furnished, such information as can be furnished should be included in the answer, together with a statement that further information cannot be furnished, and a statement as to the reasons therefore. If the information which cannot now be furnished is believed to be available to another person, identify such other person and the reasons for believing such person has the described information.
2. In the event any interrogatory herein calls for information or documents which Walmart deem to be privileged, in whole or in part, Walmart shall:
 - (a) make the claim expressly and specify the grounds relied upon for the claim of privilege,
 - (b) produce the information or documents in redacted form, and
 - (c) to the extent any information or documents are withheld, Walmart shall identify and describe the nature of each document not disclosed and each redacted provision in a manner that will enable other parties to assess the applicability of the privilege or protection.
3. Documents or reports to be identified shall include all documents in Walmart's possession, custody and control and all other documents of which Walmart has knowledge. If a document is produced in response to an interrogatory, please produce a copy of the original and all versions that are different in any way from the original, whether by interlineation, receipt stamp or notation. If Walmart does not have possession, custody, or control of the originals of the documents requested, please produce a copy of the version(s) in Walmart's possession, custody, or control, however, made.
4. Separate answers shall be furnished for each interrogatory, although where the context permits, an interrogatory may be answered by reference to the answer furnished to another interrogatory.
5. For each interrogatory, identify the name, address, telephone number and position of the person responsible for providing the answer.

6. Responsive documents available in an electronic format shall be provided in their native electronic format, unless the parties have reached a specific agreement in advance for production of the documents in a different, agreed-upon format or medium. OPC requests that responses for each production of document request be provided in separate electronic folders that include the documents responsive to the request.
7. Documents should be produced in an OCR (Optical Character Recognition) searchable format.
8. Please provide all responses to these interrogatories that include workpapers, data, calculations and spreadsheets in non-password protected and executable PC-compatible computer program/models/software. Formulae, links, and cells, formatting, metadata and any other original features assisting in calculation should be intact. For example, Excel documents and documents of a similar format shall be produced in their native electronic format, with all spreadsheets, formulas, and links unlocked and intact. To the extent the data requested does not exist in the form requested, please notify the undersigned counsel so that the parties can confer to reach a resolution for timely production.
9. Please construe “and” as well as “or” either disjunctively or conjunctively as necessary to bring within the scope of the interrogatories any document which might otherwise be construed to be outside the scope.

INTERROGATORIES

Please refer to the proposed 2025 Stipulation and Settlement Agreement (SA) for the following questions.

4. Please refer to paragraphs 4(a) and 4(b) and answer the following:
 - a. Please verify Walmart's understanding of whether, if the SA is approved as filed, that each of the proposed battery and/or storage projects, including (i) the 522 MW Northwest Florida battery projects in 2025, (ii) the 1,420 MW of battery projects in the 2026 projected test year, (iii) the 820 MW of solar projects in the 2026 projected test year, and (iv) the 820 MW of battery projects in the 2027 projected test year are undisputed for inclusion in the 2026 and 2027 annual revenue increases.
 - b. Please explain Walmart's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the revenue increases or the SA as a whole.
5. Please refer to paragraphs 4(f) and 13(i). Please explain why Walmart believes it is appropriate to increase the monthly credits for the CILC and CDR programs in each year following 2026 with each SoBRA.
6. Please refer to paragraph 13 and answer the following:
 - a. Please explain Walmart's understanding of whether, if the SA is approved as filed, the Commission is approving, by default, any specific resource planning method (i.e., stochastic loss-of-load probability) by approving the SOBRA Mechanism or the SA as a whole.
 - b. Explain Walmart's understanding of the methodology to be used in the calculation of the Cumulative Present Value Revenue Requirement (CPVRR) for the solar projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.

- c. Explain Walmart's understanding of the use of inclusion of non-SOBRA battery and/or solar projects as possible avoidable units in the determination of the CPVRR for solar projects in the future SOBRA proceedings.
 - d. Explain Walmart's understanding of whether the SOBRA battery projects must also demonstrate CPVRR benefits. If so, detail what conditions, if any, that the SOBRA battery projects are subject to, and what methodology or limitations would there be on the Commission's or any other party's review in the future SOBRA proceedings. If not, explain why not.
 - e. Explain Walmart's understanding of the methodology intended to be used in the determination of reliability need for solar and battery projects. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.
 - f. Explain Walmart's understanding of the methodology that would be used in demonstrating that solar and/or battery project portfolios are the lowest cost resource available to timely meet the resource need. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other party's review of this methodology in the future SOBRA proceedings.
7. Please refer to paragraph 21(a). Explain Walmart's understanding of how the additional threshold and sharing percentage interacts with Order No. PSC-2024-0078-FOF-EI, specifically paragraph 21(v) of the 2021 Rate Case Settlement and the review and adjustment of the adjustable parameters in the Fuel Cost Recovery Docket. Explain under what circumstances the modified Asset Optimization Program may be changed by the Commission in a later proceeding during the term of the proposed SA, and what participation, if any, Walmart or any other party would be allowed in that proceeding.
8. Please refer to paragraph 9 of the proposed Settlement for the following interrogatories.
- a. Please verify Walmart understands that it has agreed to not oppose allocating all clause factors using a 4 Coincident Peak (CP) and 12 percent Average Demand (AD) methodology for production plant and 4CP methodology for transmission plant.
 - b. Please explain Walmart's understanding of the 4CP and 12 percent AD methodology for production plant and 4CP methodology for transmission plant to allocate clause

factors. As part of your response, explain what limitation(s), if any, would be on the Commission's or any other non-signatory party's review of this methodology in future clause proceedings.

- c. Please state whether Walmart has ever intervened and been a party in any of the clause proceedings during the past 3 years. If yes, please list the year and the specific clause.
- d. Please indicate whether Walmart intends to obtain party status and participate in the upcoming 2025 clause proceedings?
- e. Please explain whether it is Walmart's understanding that the Commission is obligated to approve the 4CP 12 percent AD methodology for production plant and 4CP for transmission plant cost of service methodology in future clause hearings, under the terms of the proposed Settlement.
- f. Please explain whether Walmart agrees to FPL's proposed cost of service methodology (12 CP and 25 percent AD) to allocate production and transmission plant to set base rates.

Respectfully submitted,

/s/ Walt Trierweiler

Walt Trierweiler
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(850) 488-9330

*Attorneys for the Citizens
of the State of Florida*

AFFIDAVIT

STATE OF _____

COUNTY OF _____

I hereby certify that on this _____ day of _____, 2025, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, who is personally known to me, and he/she acknowledged before me that he/she provided the answers to number(s) _____ in CITIZENS' SECOND SET OF INTERROGATORIES TO WALMART, INC. (NOS. 4-8) in Docket No. 20250011-EI, and that the responses are true and correct based on his/her personal knowledge.

In Witness Whereof, I have hereunto set my hand and seal in the State and County aforesaid as of this _____ day of _____, 2025.

Notary Public
State of Florida, at Large

My Commission Expires:

CERTIFICATE OF SERVICE
DOCKET NO. 20250011-EI

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by electronic mail on this 5th day of September, 2025, to the following:

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Sarah D. Stoner

From: Stephanie U. Eaton
Sent: Tuesday, September 23, 2025 11:44 AM
To: Sarah D. Stoner
Subject: FW: Docket # 20250011-EI FPL Rate Case - Request for Privilege Log [STB-WORKSITE.FID1208246]

From: Bailey, Stephanie <BAILEY.STEPHANIE@leg.state.fl.us>
Sent: Friday, September 19, 2025 3:16 PM
To: Jon Moyle <jmoyle@moylelaw.com>; Karen Putnal <kputnal@moylelaw.com>; Moyle Law Firm, P.A. <mqualls@moylelaw.com>; 'James W. Brew' <jbrew@smxblaw.com>; Laura Wyn Baker <lwb@smxblaw.com>; jrb@smxblaw.com; 'Sarah Newman' <sbn@smxblaw.com>; Leslie R. Newton <Leslie.Newton.1@us.af.mil>; Ashley N. George <ashley.george.4@us.af.mil>; Thomas A. Jernigan <thomas.jernigan.3@us.af.mil>; Michael Rivera <Michael.Rivera.51@us.af.mil>; James Ely <james.ely@us.af.mil>; Ebony Payton <ebony.payton.ctr@us.af.mil>; Matthew R. Vondrasek <Matthew.Vondrasek.1@us.af.mil>; Stephanie U. Eaton <seaton@spilmanlaw.com>; Steven Wing-Kern Lee <SLee@spilmanlaw.com>; William C. Garner <bgarner@wcglawoffice.com>; bruce.may@hklaw.com; kevin.cox@hklaw.com; kathryn.isted@hklaw.com; fself@bergersingerman.com; Ruth Vafek <rvafek@bergersingerman.com>; remontejo@duanemorris.com; ajudd@duanemorris.com
Cc: Trierweiler, Walt <TRIERWEILER.WALT@leg.state.fl.us>; Wessling, Mary <Wessling.Mary@leg.state.fl.us>; Christensen, Patty <CHRISTENSEN.PATTY@leg.state.fl.us>; Ponce, Octavio <PONCE.OCTAVIO@leg.state.fl.us>; Watrous, Austin <WATROUS.AUSTIN@leg.state.fl.us>; Howard, Bernadette <HOWARD.BERNADETTE@leg.state.fl.us>
Subject: Docket # 20250011-EI FPL Rate Case - Request for Privilege Log

EXTERNAL SENDER

Good afternoon,

On behalf of Austin Watrous in the Office of Public Counsel, please provide a copy of your privilege log for all discovery responses where you have asserted attorney-client, work product, or other privilege for the following discovery regarding the SIPP Settlement:

- OPC's 1st ROGs (Nos. 1-3) served on September 3, 2025
- OPC's 2nd ROGs (Nos. 4-8) served on September 5, 2025

Please provide the privilege logs via email to Austin Watrous at watrous.austin@leg.state.fl.us by noon on Tuesday, September 23, 2025.

If you have any questions or concerns, please do not hesitate to contact our office.

Sincerely,

Stephanie Bailey

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 111 West Madison Street, Room 812
 Tallahassee, FL 32399-1400
 Main Phone: 850.488.9330
 Direct: 850.717.0335