

COMMONWEALTH OF PENNSYLVANIA



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July 13, 2020

Via Electronic Mail Only

The Honorable Elizabeth H. Barnes
Office of Administrative Law Judge
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

Re: Petition of PPL Electric Utilities Corporation for
Approval of a Default Service Program for the
Period of June 1, 2021 through May 31, 2025
Docket No. P-2020-3019356

Dear Judge Barnes:

Enclosed for electronic filing please find the Office of Consumer Advocate's Motion to Compel Answers to OCA Set IV Interrogatories, Nos. 3-5 and 13 in the above-referenced proceeding.

The original has been electronically filed with the Secretary's Office and copies has been served upon the parties as evidenced by the attached Certificate of Service.

Respectfully submitted,

/s/ David T. Evrard
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Enclosures:

cc: PUC Secretary Rosemary Chiavetta
Certificate of Service

*291992

CERTIFICATE OF SERVICE

Re: Petition of PPL Electric Utilities Corporation for :
Approval of a Default Service Program for the : Docket No. P-2020-3019356
Period of June 1, 2021 through May 31, 2025 :

I hereby certify that I have this day served a true copy of the following document, the Office of Consumer Advocate's Motion to Compel Answers to OCA Set IV Interrogatories, Nos. 3-5 and 13, upon parties of record in this proceeding in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant), in the manner and upon the persons listed below:

Dated this 13th day of July 2020.

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Dated: July 13, 2020
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BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of PPL Electric Utilities Corp. :
For Approval of its Default Service Program : Docket No. P-2020-3019356
for the Period from :
June 1, 2021 through May 31, 2025 :

OFFICE OF CONSUMER ADVOCATE’S MOTION
TO COMPEL ANSWERS TO OCA SET IV,
QUESTIONS 3-5 AND 13

Pursuant to 52 Pa. Code §§ 5.103 and 5.342(g), the Office of Consumer Advocate (OCA) hereby moves that ALJ Elizabeth Barnes dismiss the objections of the EGS Parties (EGSs)¹ to discovery and direct the Coalition to promptly provide the information requested in OCA Interrogatories, Set IV, numbers 3-5 and 13. In support of its Motion, the OCA states as follows:

I. INTRODUCTION

This motion arises from the Petition of PPL Electric Utilities (PPL) for approval of its fifth Default Service Plan (DSP V) which was filed by PPL on March 25, 2020. The OCA entered the case by filing an Answer and Notice of Intervention on May 8, 2020. The EGSs filed a Petition to Intervene on May 1, 2020. That Petition was granted by the Procedural Order issued by ALJ Barnes on May 15, 2020. Pursuant to the procedural schedule established for this case, the EGSs served the Direct Testimony of Christopher H. Kallaher on June 25, 2020. In connection with that

¹ The EGS Parties consist of the following Electric Generation Suppliers: Interstate Gas Supply, Inc., Shipley Choice LLC, NRG Energy Inc., Vistra Energy Corp., ENGIE Resources LLC, WGL Energy Services, Inc., and Direct Energy Services LLC. On June 25, 2020, these entities filed Direct Testimony in the instant proceeding which was styled as EGS Parties’ Statement No. 1.

testimony, the OCA propounded a set of interrogatories (Set IV) on the EGSs on June 30, 2020. Set IV consisted of 13 questions. On July 6, 2020, the EGSs, through their counsel, served objections to 6 of the 13 interrogatories, specifically, questions 1 through 5 and question 13. In a subsequent e-mail exchange between the OCA and the EGSs counsel, the OCA offered to withdraw questions 1 and 2, narrow the scope of questions 3, 4 and 5 and modify question 13. By followup e-mail, the EGSs advised the OCA that despite the modifications, they continue to object to the OCA's interrogatories. Accordingly, the OCA now submits this Motion to dismiss the EGSs objections and compel them to provide the information sought in OCA Set IV, Nos. 3-5 and 13, as proposed to be modified by the OCA. 52 Pa. Code §§ 5.342(g). A copy of the EGSs Objections is attached as Appendix A.

I. MOTION TO COMPEL

A. OCA Interrogatories 3 Through 5

Questions 3 through 5 of the OCA's Set IV state as follows:

3. For each EGS that has participated in the PPL SOP program since January 2018, provide a copy of the renewal notice issued to the SOP residential customer at the end of the 12-month contract. If the form and content of the renewal notice has changed during this time period, please provide a copy of each renewal notice used during this period.
4. For each month starting January 2018 and for each EGS that has participated in the PPL SOP program since January 2018, identify the number of residential customers that did not respond to the EGS's renewal notice and remained a customer of the EGS.
5. For each EGS that provided information in response to Question #4, please provide the rate charged to the customer in a cents per kWh format for generation supply for each month that the customer remained with the EGS for the period January 2018 to the present month.

As an initial matter, the OCA notes that the three questions, as written, appear to apply to *all* EGSs participating in the PPL Standard Offer Program (SOP). This was an error. The OCA intended these inquiries to apply only to those EGSs that make up the EGS Parties group. This was communicated to the EGSs counsel via e-mail.

As a basis for this Motion, it is important to understand the backdrop against which questions 3 through 5 were propounded. The PPL SOP offers participants a standard 7% discount off the then-current Price to Compare (“PTC”) for a twelve-month term. A customer who elects to participate in the SOP may choose to receive service from a particular electric generation supplier (“EGS”) that is participating in the program, or be randomly assigned to a participating EGS. Customers may exit an SOP contract at any time without penalty, either to re-enroll in the SOP with a new rate, select another EGS or to return to default service. PPL St. No. 4 at 2-3. Commission regulations (52 Pa. Code §54.10) provide the details of what EGSs are to communicate to their customers as the expiration of a contract term approaches. EGSs participating in PPL’s SOP must notify customers of the SOP contract’s end and the terms and conditions of the new post-SOP contract. As noted, at contract’s end, the customer may choose to return to default service, enter a new contract with the SOP supplier or switch to a new supplier. Unless the customer affirmatively chooses to change suppliers or return to default service, the customer is automatically enrolled in a new contract with the existing supplier. PPL St. No. 4 at 7-8. PPL goes on to state that:

Analysis of customer actions after the conclusion of the SOP contract has shown that most customers do not take any action upon expiration of their SOP contract and therefore are placed on a new contract at a new rate with their existing supplier. This result is problematic because the customer’s new rate is oftentimes higher than the then effective PTC and higher than the customer’s previous rate.

PPL St. No. 4 at 8.

According to PPL’s testimony, the Company conducted a review of customers whose SOP contracts expired between 2015 and 2019.² Relevant to this Motion, PPL’s analysis indicated that four months after the conclusion of their SOP contract, 58% of former SOP customers were being

² PPL St. No. 4 at 8.

served under a new contract with their prior SOP supplier.³ Further, PPL's analysis shows that 93% of residential customers who remain with their SOP supplier after the end of their SOP contract pay a rate at or above the PTC in the first month following the end of their SOP contract. By four months after the end of the SOP contract, 94% are still paying rates at or above the PTC, with over 89% paying 10% or more above the PTC.⁴ On the basis of its analysis of SOP customers, PPL concluded as follows:

PPL Electric finds that most customers who remain with their SOP supplier upon conclusion of their SOP contract end up paying significantly more than the currently effective PTC. PPL is concerned that this is occurring simply because the customers are taking no action in response to the notice that their contract is expiring.

PPL St. No. 4 at 12.

As a result of its study, PPL, as part of its DSP V filing, proposed several changes to its SOP program. Relevant here are these: (1) it would educate customers of their options prior to the end of their SOP contract; and (2) it would automatically transfer SOP customers to default service at the expiration of their SOP contract.

In the EGS Parties' Statement No. 1, the EGSs strongly oppose both of these changes to the PPL SOP. EGSs' witness Kallaher refers to the transfer of SOP customers back to default service as "the most objectionable aspect of PPL's SOP proposal." EGS Parties St. No. 1 at 14. Mr. Kallaher also challenges the conclusions reached by PPL regarding the lack of customer action at the end of the SOP contract term and the increased rates paid by those customers who remain with their SOP supplier. EGS Parties St. No. 1 at 15-17. Mr. Kallaher also opposes PPL's proposal to educate SOP customers prior to the end of their SOP contract term. EGS Parties St. No. 1 at 19-21.

³ PPL St. No. 4 at 9.

⁴ PPL St. No. 4 at 12.

In the objections filed to OCA interrogatories 3 through 5, the EGSs assert that these questions are unduly burdensome, lack foundation or relevance to the Commission's determination on PPL's default service plan, are beyond the scope of this proceeding and the EGSs proffered testimony, cannot lead to the discovery of admissible evidence and amount to an impermissible fishing expedition. In response, the OCA submits that objections lack merit. The SOP changes proposed by PPL in DSP V are obviously a part of the ongoing proceeding and something as to which a Commission decision will have to be rendered. By opposing these changes, the EGS parties put them squarely at issue in this case. Importantly, by challenging the conclusions of PPL's analysis regarding the inaction of customers at the end of their SOP contract and the increased rates paid by those customers, the EGSs have established a factual dispute that must be resolved. To that end, the EGSs are the very companies whose activities with respect to the SOP can confirm or refute the conclusions reached by PPL in its analysis. OCA's questions 3-5 go to heart of the concerns raised by PPL and opposed by the EGSs, *i.e.*, the content of EGS renewal notices as the end of the SOP contract nears; the number of SOP customers who do not respond to the notices and remain with the SOP supplier; and the rates charged by the SOP supplier once the SOP contract ends.

The OCA submits that interrogatories 3 through 5 are first and foremost relevant to issues raised in this proceeding and are therefore relevant to the Commission's approval of PPL DSP V. They are within the scope of the overall proceeding and plainly within the scope of the EGSs testimony. The OCA's questions *can* lead to admissible evidence and most certainly do not constitute a fishing expedition.

With respect to whether they are unduly burdensome, the OCA notes that it asks for data going back only three and a half years and for copies of renewal notices which the OCA

suspects do not change particularly often. Regarding the number of customers who have not responded to the EGSs notices at the end of the SOP contract term and the rates charged to these customers post-SOP, the OCA submits that in an era of automated corporate information systems, retrieval of such data should not impose an undue burden.

B. OCA Interrogatory 13

As originally propounded, OCA interrogatory 13 read as follows:

13. With regard to every renewable energy contract offered by each of the Coalition EGSs to PPL's residential customers, identify the renewable energy type, cost of the REC, and location of the renewable energy facility.

By way of e-mail communication with counsel for the EGSs, the OCA proposed to revise this question as follows: (1) identify the renewable products offered by the EGS Parties in the PPL territory; (2) indicate whether the EGSs make use of the renewable feature to interest customers whose SOP contracts are expiring to renew with them at a higher price for the renewable product; and (3) if they do use the renewable feature in such a fashion, explain the benefit the renewable product provides to those customers who choose it.

As part of DSP V, PPL proposes to create a new Renewable Energy Rate Program for default service customers. The intent of the program is to provide a renewable energy option for customers who remain on default service.⁵

The EGSs strongly oppose the creation of this new rate option for a number of reasons which are set forth in EGS Parties St. No. 1 at 22-30. They summarize their opposition as follows:

[The renewable energy rate option] should be rejected in its entirety. There is simply no rational justification for the regulated monopoly offering anything other than plain vanilla default service as required by the Competition Act. As evidenced by PPL's own research and as noted by my testimony above, the competitive retail market is meeting the robust consumer demand with a wide range of renewable products, as it was designed to do.

⁵ PPL St. No. 1 at 72.

EGS Parties St. No. 1 at 29-30.

The Objections filed by the EGSs to question 13 were filed in response to the question as originally posed, not the revised version set forth above. The EGSs objected to the original question 13 for the same reasons they objected to questions 3-5 – it is beyond the scope of the proceeding, is not relevant to the issues addressed in the proceeding, lacks any foundation based on the EGSs testimony, is unduly burdensome, is not calculated to lead to the discovery of admissible evidence and amounts to an impermissible fishing expedition.

While making no admission that any of the objections to original question 13 have merit, the OCA submits that revised question 13 is relevant to and within the scope of the ongoing proceeding and is founded on the EGSs own testimony. That testimony maintains, in opposition to PPL's renewable rate proposal, that the competitive market is meeting consumer demand with a wide range of renewable products. This assertion places the existence and nature of the EGSs renewable energy products in contest in the proceeding. Revised question 13 simply asks that the EGSs identify the renewable energy products they offer. Beyond that, revised question 13 returns to one of the issues raised by questions 3-5, whether the renewable feature of its product(s) is used by the EGSs to interest SOP customers with an expiring contract to renew with the supplier at a higher rate. As explained above, this issue is clearly relevant to and within the scope of this proceeding. Finally, revised question 13 asks that if the renewable feature is used to interest SOP customers in renewing, the EGSs offer their view of the benefit the renewable product offers to the customer. This question too is relevant as it, in part, explores the reason customers may remain with their SOP suppliers at a higher rate once the SOP contract has expired. As noted above, this is an issue that is being contested in this proceeding.

C. OCA Set IV, Questions 3 through 5 and 13 Are Appropriate for Discovery

The OCA notes that the scope of discovery is broad, and that “a participant may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action.” 52 Pa. Code § 5.321(c). “The touchstone as to a discoverable matter under the Commission's Regulations is that it be relevant to the subject matter involved in the pending action, or reasonably calculated to lead to the discovery of admissible evidence, and not privileged.” Rahn et al. v. Pennsylvania-American Water Co., Docket No. C-20054919 (June 6, 2006 Order Granting Motion To Compel).⁶ The OCA's interrogatories are relevant, and within the scope of the proceedings. Section 5.321 provides that the scope of discovery encompasses “any matter, not privileged, which is relevant to the subject matter involved in the pending action, whether it relates to the claim or defense of the party seeking discovery or to the claim or defense of another party. . . . It is not ground for objection that the information sought will be inadmissible at hearing if the information sought appears reasonably calculated to lead to the discovery of admissible evidence.” 52 Pa. Code § 5.321(c). The objected to interrogatories in OCA Set IV are highly relevant to the issues raised by PPL and disputed by the EGSs in their testimony in the instant proceeding, and should be answered.

⁶ A copy of this unpublished order will be provided upon request.

III. CONCLUSION

For the foregoing reason, the OCA's requests for information in OCA Set IV, questions 3-5 and 13 are relevant, reasonable and sought in good faith in reference to PPL's DSP V Petition. The OCA respectfully requests that the Administrative Law Judge grant the OCA's request for relief in this matter.

Respectfully submitted,

/s/ David T. Evrard

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Dated: July 13, 2020

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APPENDIX A

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of PPL Electric Utilities Corporation :
for Approval of Its Default Service Plan : Docket No. P-2020-3019356
for the Period From June 1, 2021 through :
May 31, 2025 :

**INTERSTATE GAS SUPPLY, INC.,
SHIPLEY CHOICE LLC, NRG ENERGY, INC., VISTRA ENERGY CORP.,
ENGIE RESOURCES LLC, WGL ENERGY SERVICES, INC.,
AND DIRECT ENERGY SERVICES, LLC OBJECTIONS
TO THE OFFICE OF CONSUMER ADVOCATE INTERROGATORIES, SET IV**

Pursuant to 52 Pa. Code § 5.342, Interstate Gas Supply, Inc., Shipley Choice LLC, NRG Energy, Inc., Vistra Energy Corp., Engie Resources LLC, WGL Energy Services, Inc., and Direct Energy Services, LLC (hereinafter “Coalition”) submits these Objections to certain of the Office of Consumer Advocate’s (“OCA”) Interrogatories Set IV. As explained below, the Coalition objects to certain discovery requests the OCA propounded in Set IV because they seek information that is not relevant to the Commission’s determination on PPL’s proposed default service plan, are beyond the scope of this proceeding and the Coalition’s proffered testimony, are unduly burdensome, and amount to a mere fishing expedition which is not likely to lead to the discovery of relevant or admissible evidence in this proceeding.

Under 52 Pa. Code § 5.341(c), a party may propound interrogatories that relate to matters that can be inquired into under Section 5.321. Section 5.321(c) provides that a party is entitled to obtain discovery of any matter not privileged that is relevant to a pending proceeding and reasonably calculated to lead to the discovery of admissible evidence. 52 Pa. Code § 5.321(c).

Further, 52 Pa. Code § 5.361 does not permit fishing expeditions or discovery that is sought in bad faith, would cause unreasonable burden or expense, relates to a matter which is privileged, and/or would require an unreasonable investigation:

§ 5.361. Limitation of scope of discovery and deposition.

(a) Discovery or deposition is not permitted which:

- (1) Is sought in bad faith.
- (2) Would cause unreasonable annoyance, embarrassment, oppression, burden or expense to the deponent, a person or party.
- (3) Relates to matter which is privileged.
- (4) Would require the making of an unreasonable investigation by the deponent, a party or witness.

Id. Portions of the OCA's Set IV seeks information from the individual Coalition members on their participation in PPL's Standard Offer Program ("SOP") as well as information on every renewable energy contract offered to customers which are unduly burdensome, has no foundation in or relevance to whether or not this Commission should approve PPL's proposed default service plan – the actual matter in P-2020-3019356 to be resolved, and is nothing more than a fishing expedition which is not allowed. Therefore, in accordance with the Commission's regulations, the Coalition objects to the OCA's Interrogatories Set IV, Nos. 1-5, and 13.

I. OBJECTIONS TO INTERROGATORIES

A. OBJECTION TO OCA SET IV, NOS. 1-5

The OCA Set IV, Nos. 1-5 state:

1. Identify the EGSs for which Mr. Kallaher testifies that have or currently participate in the PPL SOP program. Please identify each month that each EGS by name has participated since January 2018.
2. Identify the EGSs for which Mr. Kallaher testifies that participates in the PPL CAP-SOP program. Please identify each month that each EGS by name has participated since January 2018.
3. For each EGS that has participated in the PPL SOP program since January 2018, provide a copy of the renewal notice issued to

the SOP residential customer at the end of the 12-month contract. If the form and content of the renewal notice has changed during this time period, please provide a copy of each renewal notice used during this period.

4. For each month starting January 2018 and for each EGS that has participated in the PPL SOP program since January 2018, identify the number of residential customers that did not respond to the EGS's renewal notice and remained a customer of the EGS.

5. For each EGS that provided information in response to Question #4, please provide the rate charged to the customer in a cents per kWh format for generation supply for each month that the customer remained with the EGS for the period January 2018 to the present month.

The Coalition objects to these requests because they are unduly burdensome, have no foundation or relevance to the Commission's determination on PPL's default service plan, is beyond the scope of this proceeding and the Coalition's proffered testimony, plainly cannot lead to the discovery of admissible evidence in this matter, and amount to nothing more than a fishing expedition which is not allowed. Pursuant to 52 Pa. Code § 5.321(c), a party may obtain discovery of any matter not privileged that is relevant to a pending proceeding and that is reasonably calculated to lead to the discovery of admissible evidence. *Id.* Under 52 Pa. Code § 5.361, the regulations limit discovery so as to not be unduly burdensome or that would require parties to carry out unreasonable investigations. *Id.*

The information sought in OCA Set IV, Nos. 1-5 is not relevant to the issues to be addressed in this proceeding – to wit the Commission's determination on PPL's proposed default service plan – and therefore will not lead to admissible evidence. In his direct testimony on behalf of the Coalition, Mr. Kallaher testified generally to PPL's SOP and the various changes that PPL is proposing including the education of customers, the automatic transfer of customers to default service upon expiration of their SOP contract, PPL's ability to modify SOP language at their will,

the requirement on third-party scripting to reflect SOP changes, and changes to the EGS enrollment term, among other things. The entirety of Mr. Kallaher's testimony was outward facing on PPL's proposal alone, and Mr. Kallaher did not discuss *ANY* individual Coalition member's participation in or individual issues with the SOP as proposed. Indeed, as Mr. Kallaher testified on behalf of all members in the Coalition, who are competing EGSs in the market, it was inherent that he could not testify to each individual member's confidential business dealing and individual participation in PPL's SOP.

Nonetheless, the OCA now inquires on each Coalition member's participation in PPL's SOP and records and data since January 2018 including copies of renewal notices sent to customers, contracts, whether individual residential customers responded to the renewal notices and how many, and rates charged to each customer that remained with the EGS after receiving a renewal notice. The compilation of such data by each individual member of the Coalition is unduly burdensome and not permitted under 52 Pa. Code § 5.361 as they would require the Coalition's members, intervenors in this matter without the burden of proof, to undertake burdensome and unreasonable searches for all of the requested data since January 2018. The information requested is outside the scope of and has no foundation based on Mr. Kallaher's testimony, and lacks any relevance to the outcome of this case – each individual EGS member of the Coalition's participation in PPL's SOP has no bearing on the Commission's determination on PPL's proposed default service plan. These interrogatories for historic information from the Coalition's members are not relevant to the issues to be addressed in this proceeding, lack any foundation based on the Coalition's testimony, are unduly burdensome on the individual members of the Coalition, and are not reasonably calculated to lead to the discovery of admissible evidence.

Further, these requests amount to nothing more than a mere fishing expedition, which is not allowed. *See, e.g., City of York v. Pa. P.U.C., 281 A.2d 261, 265* (Pa. Commw. Ct. 1971) (“Anything in the nature of a mere fishing expedition is not to be encouraged. Where the plaintiff will swear that some specific book contains material or important evidence, and sufficiently describes and identifies what he wants, it is proper that he should have it produced. But this does not entitle him to have brought in a mass of books and papers in order that he may search them through to gather evidence.”) (quoting *American Car & Foundry Company v. Alexandria Water Company, 70 A. 867, 869* (Pa. Super. Ct. 1908)). Instead, under 52 Pa. Code § 5.341(c), a party may propound interrogatories that relate to matters that can be inquired into under Section 5.321. Section 5.321(c) provides that a party is entitled to obtain discovery of any matter not privileged that is **relevant to a pending proceeding and reasonably calculated to lead to the discovery of admissible evidence.** 52 Pa. Code § 5.321(c) (emphasis added).

Indeed, the OCA cannot support that these interrogatories are relevant to the resolution of this matter – the determination on whether PPLs proposed default service plan is just and reasonable. As such, these interrogatories are nothing more than the OCA casting an unguided fishing net into an intervenor’s stream to see what it can catch. Each Coalition member’s historic participation in PPL’s SOP is not relevant, is beyond the scope of this proceeding and the Coalition’s proffered testimony, and the OCA’s Set IV, Nos. 1-5 are unduly burdensome and not reasonably calculated to produce admissible evidence.

B. OBJECTION TO OCA SET IV, NO. 13

The OCA Set IV, No. 13 states:

13. With regard to every renewable energy contract offered by each of the Coalition EGSs to PPL’s residential customers, identify the renewable energy type, cost of the REC, and location of the renewable energy facility.

The Coalition also objects to Set IV, No. 13 because it is unduly burdensome, has no foundation or relevance to the Commission's determination on PPL's default service plan, plainly cannot lead to the discovery of admissible evidence in this matter, and it amounts to nothing more than a fishing expedition which is not allowed. Pursuant to 52 Pa. Code § 5.321(c), a party may obtain discovery of any matter not privileged that is relevant to a pending proceeding and that is reasonably calculated to lead to the discovery of admissible evidence. *Id.* Under 52 Pa. Code § 5.361, the regulations limit discovery so as to not be unduly burdensome or that would require parties to carry out unreasonable investigations. *Id.*

The information sought in OCA Set IV, No. 13 is not relevant to the issues to be addressed in this proceeding – to wit the Commission's determination on PPL's proposed default service plan – and therefore it will not lead to admissible evidence. In his direct testimony on behalf of the Coalition, Mr. Kallaher testified generally to PPL's proposed offering of a "second" default rate in the form of a renewable product which the Coalition opposes and testified that such an offering of "options" for default service is not permitted under the Commission's Regulation, among other things. Mr. Kallaher provided no testimony on behalf of any individual Coalition member for their renewable energy offerings on the marketplace, made no reference to the Coalition offering renewable contracts to PPL's residential customers, and made no reference to the type, cost of the REC, or location of any Coalition member's renewable energy facilities. This information is confidential business information that Mr. Kallaher, testifying on behalf of *all* members of the Coalition generally on PPL's DSP, would not have access to.

The OCA now inquires on each Coalition member's renewable contract offerings, renewable types, costs, and location of facilities. This interrogatory for individual renewable offering information from the Coalition's members is well beyond the scope of this proceeding, is

not relevant to the issues to be addressed in this proceeding, lacks any foundation based on the Coalition's testimony, is unduly burdensome on the individual members of the Coalition, is not reasonably calculated to lead to the discovery of admissible evidence, and amounts to nothing more than a mere fishing expedition which is not allowed. The Coalition objects to Set IV, No. 13 for the same reasons state in its Objection to OCA Set IV, Nos. 1-5, which the Coalition incorporates herein as if set forth in full. *Supra* Section I. A.

II. CONCLUSION

WHEREFORE, the Coalition objects to the OCA Interrogatory Set IV Nos. 1-5, and 13.

Respectively submitted,



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DATED: July 6, 2020