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File #: 205510

September 13, 2024

***VIA ELECTRONIC FILING***

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2nd Floor North  
P.O. Box 3265  
Harrisburg, PA 17105-3265

**Re: Petition of PPL Electric Utilities Corporation for Approval of its Second  
Distribution Energy Resources Management Plan  
Docket No. P-2024-3049223**

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Dear Secretary Chiavetta:

Attached for filing is the Motion of PPL Electric Utilities Corporation to Dismiss Objections and Compel Responses to Interrogatories and Requests for Production of Documents Propounded on the Joint Solar Parties – Set I in the above-referenced proceeding.

Copies will be provided as indicated on the Certificate of Service.

Respectfully submitted,



Megan E. Rulli

MER/dmc  
Attachments

cc: The Honorable John M. Coogan (*via email; w/attachments*)  
Certificate of Service

**CERTIFICATE OF SERVICE**

**(Docket No. P-2024-3049223)**

I hereby certify that a true and correct copy of this filing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

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Date: September 13, 2024

  
\_\_\_\_\_  
Megan E. Rulli

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of PPL Electric Utilities :  
Corporation for Approval of its Second : Docket No. P-2024-3049223  
Distributed Energy Resources Management :  
Plan

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**NOTICE TO PLEAD**

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YOU ARE HEREBY ADVISED THAT, PURSUANT TO 52 PA. CODE § 5.342(g)(1) AND THE SCHEDULING ORDER ISSUED IN THIS PROCEEDING, YOU MAY FILE A REPLY TO THE ENCLOSED MOTION TO COMPEL WITHIN THREE (3) DAYS AFTER THE DATE OF SERVICE. YOUR REPLY SHOULD BE FILED WITH THE SECRETARY OF THE PENNSYLVANIA PUBLIC UTILITY COMMISSION, P.O. BOX 3265, HARRISBURG, PA 17105-3265. A COPY OF YOUR REPLY SHOULD ALSO BE SERVED ON THE UNDERSIGNED COUNSEL.

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Dated: September 13, 2024

*Attorneys for PPL Electric Utilities Corp.*

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of PPL Electric Utilities :  
Corporation for Approval of its Second : Docket No. P-2024-3049223  
Distributed Energy Resources Management :  
Plan

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**MOTION OF PPL ELECTRIC UTILITIES CORPORATION TO  
DISMISS OBJECTIONS AND COMPEL RESPONSES TO  
INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS  
PROPOUNDED ON THE JOINT SOLAR PARTIES – SET I**

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TO DEPUTY CHIEF ADMINISTRATIVE LAW JUDGE JOHN M. COOGAN:

Pursuant to 52 Pa. Code §§ 5.342(g) and 5.349(d), PPL Electric Utilities Corporation (“PPL Electric” or “Company”) hereby files this Motion to Dismiss Objections and Compel Responses to Interrogatories and Requests for Production of Documents Propounded on American Home Contractors, Inc. (“AHC”), Enphase Energy, Inc. (“Enphase”), the Solar Energy Industries Association (“SEIA”), SolarEdge Technologies, Inc. (“SolarEdge”), Sun Directed, Sunnova, Inc. (“Sunnova”), Tesla, Inc. (“Tesla”), and Trinity Solar, LLC (“Trinity Solar”) (collectively, the “Joint Solar Parties”) – Set I.<sup>1</sup>

For the reasons explained herein, PPL Electric respectfully requests that the ALJ dismiss the Joint Solar Parties’ meritless objections and compel full and complete responses to PPL Electric’s first set of interrogatories and requests for production of documents.

In support of its Motion, PPL Electric states as follows:

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<sup>1</sup> True and correct copies of PPL Electric’s first set of interrogatories and requests for production of documents and the Joint Solar Parties’ objections thereto are attached to this Motion as **Appendix A** and **Appendix B**, respectively.

## **I. INTRODUCTION**

1. On August 27, 2024, PPL Electric served Interrogatories and Requests for Production of Documents on the Joint Solar Parties – Set I (“PPL to JSP Set I”) by email. A true and correct copy of PPL to JSP Set I is attached hereto and marked as **Appendix A**.

2. Pursuant to the modified discovery rules in this proceeding, verbal notice of objections were due on August 30, 2024, written objections were due on September 3, 2024, and answers were due on or before September 6, 2024.

3. On August 28, 2024, the Joint Solar Parties requested that all deadlines for PPL to JSP Set I, including the provision of oral and written objections, be extended by one week. PPL Electric agreed to this request. Under the extended deadline, verbal notice of objections were due on September 6, 2024, written objections were due on September 10, 2024, and answers are due on or before September 13, 2024.

4. On September 5, 2024, counsel for PPL Electric and the Joint Solar Parties’ counsel held a call to discuss the Joint Solar Parties’ objections to PPL to JSP Set I. As a follow-up to that phone call, counsel for PPL Electric and the Joint Solar Parties exchanged a series of emails in which PPL Electric clarified the discovery requests, answered questions posed by the Joint Solar Parties’ counsel, and addressed the objections raised. Through the call and email exchange, the majority of the Joint Solar Parties’ initial verbal objections were resolved. Counsel for the Joint Solar Parties notified PPL Electric that it would be serving written objections related to the outstanding issues raised. True and correct copies of the emails exchanged attempting to resolve the Joint Solar Parties’ objections are attached hereto and marked as **Appendix C**.

5. On September 10, 2024, the Joint Solar Parties served written objections to PPL to JSP Set I, which are the subject of the instant Motion. The Joint Solar Parties' objections are attached hereto and marked as **Appendix B**.

6. For the reasons explained below, the Joint Solar Parties' objections to PPL to JSP Set I are procedurally deficient and lack merit, and the ALJ should compel the Joint Solar Parties to fully respond to the discovery requests.

## **II. MOTION TO COMPEL**

7. PPL Electric requests that the ALJ dismiss the Joint Solar Parties' objections as without merit and direct the Joint Solar Parties to answer fully all of the interrogatories and requests for production of documents set forth in PPL to JSP Set I.

8. "The commission's regulation regarding discovery requests allows a broad scope of discovery." *City of Pittsburgh v. Pa. PUC*, 526 A.2d 1243, 1249 (Pa. Cmwlth. 1987).

9. Under 52 Pa. Code § 5.321(c), a party is entitled to obtain discovery of any matter not privileged that is relevant to the pending proceeding, or any matter that is reasonably calculated to lead to the discovery of admissible evidence. Discovery is permitted regardless of whether the information sought "relates to the claim or defense of the party seeking discovery or to the claim or defense of another party." *Id.*

10. Consistent with that regulation, the Commission generally provides wide latitude in discovery matters. *See Pa. PUC v. The Peoples Natural Gas Co.*, 62 Pa. P.U.C. 56 (Order Entered Aug. 26, 1986); *Pa. PUC v. Equitable Gas Co.*, 61 Pa. P.U.C. 468 (Order Entered May 16, 1986).

11. An objection to a discovery request must "[r]estate the interrogatory or part thereof deemed objectionable and the specific ground for the objection." 52 Pa. Code § 5.342(c)(2). Furthermore, the objection must "[i]nclude a description of the facts and

circumstances purporting to justify the objection.” 52 Pa. Code § 5.342(c)(3); *see* 52 Pa. Code § 5.350(d)(3) (stating that the “[g]rounds for objections” to a request for admission “must be specifically stated”).

12. Objections to interrogatories must be served within 10 days of the date the discovery was served. 52 Pa. Code § 5.342(e). Objecting parties remain under an obligation to provide timely answers to interrogatories or subparts of interrogatories to which they did not object. *Id.* § 5.342(f). Further, objections must be contained in a document separate from an answer. *Id.* § 5.342(c).

13. The party’s objections must “specifically identif[y] the objectionable interrogatories.” 52 Pa. Code § 5.342(e)(1).

14. “The Commission’s discovery rules do not permit general objections or objections by illustration.”<sup>2</sup>

15. As a result, general, non-specific objections are “improper” in Commission proceedings and should be dismissed.<sup>3</sup>

16. Under the Scheduling Order issued in this proceeding, the deadlines for objections and answers to discovery were modified as follows:

Answers to written interrogatories and requests for document production, entry for inspection, or other purposes shall be served in-hand within ten (10) calendar days of service.

Objections to interrogatories and/or requests for production shall be communicated orally to the propounding party within three (3) calendar days of service of the interrogatories; unresolved objections shall be served in writing to the propounding party

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<sup>2</sup> *Joint Application of Aqua America Inc., Aqua Pa. Inc., Aqua Pa. Wastewater Inc., and Peoples Natural Gas Co. LLC*, Docket Nos. A-2018-3006061, *et al.*, p. 3 (Interim Order on Equitrans’ Motion to Dismiss Objections to Discovery entered Feb. 19, 2019).

<sup>3</sup> *Pa. PUC v. Pa. Am. Water Co.*, 2011 Pa. PUC LEXIS 1523, at \*11-12 (Order on Motion to Compel entered July 21, 2011).

within five (5) calendar days of service of the interrogatories and/or requests for production.

Motions to dismiss objections and/or direct the answering of interrogatories and/or requests for production shall be filed within three (3) calendar days of service of written objections.

Answers to motions to dismiss objections and/or answering of interrogatories and/or requests for production shall be filed within three (3) calendar days of service of such motions.

Requests for admissions will be deemed admitted unless answered within ten (10) calendar days or objected to within five (5) calendar days of service.

Answers to on-the-record data requests shall be served in-hand within five (5) calendar days of the requests.

Any discovery or discovery-related pleadings (such as objections, motions, and answers to same) served after served after 4:30 p.m. Monday through Thursday or after 1:30 p.m. on a Friday or the day before a holiday will be deemed to have been served on the next business day for purposes of calculating the due date for any responsive filing.

Scheduling Order, pp. 4-5.<sup>4</sup>

17. For the reasons stated in more detail below, the ALJ should dismiss the Joint Solar Parties' objections as without merit and direct the Joint Solar Parties to answer fully all of the interrogatories and requests for production of documents set forth in PPL to JSP Set I.

**A. THE JOINT SOLAR PARTIES' OBJECTIONS ARE WITHOUT MERIT**

**1. The Joint Solar Parties' Objections to PPL to JSP-I-1(a)(3), I-2(a)(7), and I-23 Lack Merit**

18. PPL to JSP-I-1(a)(3) provides:

Re: Petition to Intervene, pp. 3-5. For each solar installer Joint Solar Party (i.e., AHC, Sun Directed, Sunnova, Tesla, and Trinity Solar), please provide a detailed inventory of each inverter used by each solar installer in Pennsylvania.

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<sup>4</sup> These discovery modifications pertain to discovery served before rebuttal testimony is served. Additional discovery modifications were adopted for discovery served after rebuttal testimony is served. *See* Scheduling Order, p. 5.

- (a) For each inverter, please:
- (3) State the purchase price of the inverter

PPL to JSP-I-23 provides:

Re: Petition to Intervene, p. 9; Protest ¶ 23. Trinity Solar alleges that “PPL's limits on eligible smart inverters inflates the prices of inverters, causes delays in supply deliveries, delays on installations due to equipment availability, and increased costs associated with connecting the particular inverters, all of which costs are passed on to customers.”

- (a) Please explain in detail how the Approved Inverter List “inflates the prices of inverters.”
- (b) Please explain in detail how the Approved Inverter List “causes delays in supply deliveries.”
- (c) Please explain in detail how the Approved Inverter List “increased costs associated with connecting the particular inverters.”
- (d) Please provide all Documents upon which Trinity Solar relied in making these statements and in responding to this interrogatory.

PPL to JSP-I-2(a)(7) provides:

Re: Petition to Intervene, pp. 6-9. For each solar installer Joint Solar Party (i.e., AHC, Sun Directed, Sunnova, Tesla, and Trinity Solar), please identify each potential sale the installer alleges did not go forward because of the Pilot Program.

- (a) For each potential sale, please provide:
  - (7) Each reason the sale did not move forward.

19. The Joint Solar Parties’ objections to these interrogatories state:

The Joint Solar Parties (“JSPs”) object to the provision of very confidential/highly sensitive and trade secret pricing information as requested in PPL to JSP-I-1(a)(3) and I-23, on grounds of its commercial sensitivity. Following our September 5th tele-conference and investigation into the possibility of producing this information, the JSPs are now add [sic] that they object to the

interrogatories on grounds that they impose a significant burden on the JSPs of determining the price paid for each inverter used in Pennsylvania, involving, at a minimum, their conferring with each of the parties to non-disclosure agreements associated with such purchases. The JSPs assert the same objections with regard to Interrogatories which do not expressly call for pricing information, but where provision of same might be required to fully respond to interrogatory requests (for example, PPL to JSP-I-2(a)(7)). Notwithstanding the foregoing, the JSPs are in the process of diligently attempting to secure responsive information so as to produce it in accordance with an appropriate protective order, seek entry of the stipulated agreement as an order, and seek inclusion of protection for Trade Secret information.

20. The Joint Solar Parties' objections to these interrogatories on the basis that they may require the disclosure of trade secrets or commercially sensitive information and are unduly burdensome are without merit and should be dismissed.

21. As a preliminary matter, Section 5.342(c)(2) of the Commission's regulations provides that objections must "[r]estate the interrogatory or part thereof deemed objectionable and the specific ground for the objection." 52 Pa. Code § 5.342(c)(2).

22. Here, the Joint Solar parties fail to restate the interrogatory or subpart deemed objectionable, and instead provide brief summaries of the requests in footnotes. This failure to restate the objectionable interrogatory does not comport with the Commission's regulations and in some cases makes it unclear which interrogatories are being referenced.<sup>5</sup>

23. A party's objections must also "specifically identif[y] the objectionable interrogatories." 52 Pa. Code § 5.342(e)(1). General, non-specific objections are "improper" in Commission proceedings and should be dismissed.<sup>6</sup>

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<sup>5</sup> For example, the Joint Solar Parties indicate they are objecting PPL to JSP-I-23, but in their corresponding footnote reference PPL to JSP-I-1(2), a designation that matches none of the interrogatories served. As such, PPL Electric is left to assume that the objection refers to PPL to JSP-I-23.

<sup>6</sup> *Pa. PUC v. Pa. Am. Water Co.*, 2011 Pa. PUC LEXIS 1523, at \*11-12 (Order on Motion to Compel entered July 21, 2011) (dismissing the utility's "General Objections" to the Office of Consumer Advocate's interrogatories because: (1) the objections "lack[ed] the factual specificity required by 52 Pa. Code § 5.342(g) and

24. The Joint Solar Parties fail to comply with the Commission’s discovery regulations by generally objecting to unidentified interrogatories “which do not expressly call for pricing information, but where provision of same might be required to fully respond to interrogatory requests (for example, PPL to JSP-I-2(a)(7)).” (Objections, p. 2.) This general objection fails to properly identify the interrogatories to which the Joint Solar Parties are objecting, which deprives the Company of the opportunity to fully respond to their claims.

25. Therefore, the Joint Solar Parties’ general objections to unnamed interrogatories that may require the provision of pricing information should be rejected in their entirety.

26. The Joint Solar Parties’ objections to the interrogatories on the basis that they require disclosure of trade secrets or commercially sensitive information should be dismissed.

27. Nothing in the Joint Solar Parties’ objections explains in detail how the request is objectionable on these grounds, as required by the Commission’s regulations. *See* 52 Pa. Code § 5.342(c)(3). Rather, the Joint Solar Parties merely conclude that the production of trade secrets is required and, therefore, objectionable without providing a factual basis for that conclusion. For example, the Joint Solar Parties have not identified any competitive harm they would experience were inverter pricing information to be disclosed. As a result, the Joint Solar Parties have denied PPL Electric the ability to respond to any facts and circumstances that purportedly justify the Joint Solar Parties’ objections. For that reason alone the Joint Solar Parties’ objections should be dismissed.

28. Further, Section 5.321(c) of the Commission’s regulations establishes the broad scope of discovery in Commission proceedings:

[A] party may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the

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are therefore improper”; and (2) the utility’s general objection “to every single interrogatory, even the ones to which it is filing a response . . . causes confusion on the parties conducting discovery and is highly improper”).

pending action, whether it relates to the claim or defense of the party seeking discovery or to the claim or defense of another party, including the existence, description, nature, content, custody, condition and location of any books, documents, or other tangible things and the identity and location of persons having knowledge of a discoverable matter. It is not grounds 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).

29. Indeed, “[m]atter is not privileged and outside of the scope of discovery because it is proprietary.” *Commonwealth of Pa., et al., v. Blue Pilot Energy, LLC*, Docket No. C-2014-2427655, 2015 Pa. PUC LEXIS 403, \*4-5 (Order Granting Motion to Compel issued Sept. 11, 2015) (finding that proprietary information that was not privileged was discoverable and protected by the protective order entered in the proceeding and that any concern that answering interrogatories would place the company at an economic disadvantage was sufficiently resolved by the protective order) (“*Blue Pilot*”).

30. Simply because an interrogatory may require the production of trade secrets or commercially sensitive information does not shield that information from production.

31. Rather, Section 5.362 of the Commission’s regulations provides that a protective order can be entered to limit the public disclosure of proprietary information shared during a proceeding including, *inter alia*, “[a] trade secret or other confidential research, development or commercial information.” See 52 Pa. Code § 5.362(a)(7); see also *Petition for Protective Order of GTE North Inc.*, Docket No. G-00940402, 1996 Pa. PUC LEXIS 95 (Order dated Aug. 8, 1996) (granting protective order to protect affiliated interest agreements that contained terms and conditions under which software is licensed and sold where company asserted that the public disclosure of the agreements would provide significant and unfair competitive advantages to competitors).

32. If the Joint Solar Parties are concerned about the disclosure of commercially sensitive information through the course of this proceeding, they should seek a protective order to limit the distribution of the information shared.<sup>7</sup>

33. The Joint Solar Parties do not argue that a protective order could not adequately protect their pricing information and instead concede that “the JSPs are in the process of diligently attempting to secure responsive information so as to produce it in accordance with an appropriate protective order, seek entry of the stipulated agreement as an order, and seek inclusion of protection for Trade Secret information.” (Objections, p. 2.)

34. As such, the Joint Solar Parties’ claims that they cannot respond to the interrogatories because they would disclose trade secrets or commercially sensitive information are without merit and should be dismissed.

35. In addition, the Joint Solar Parties’ claims that these interrogatories “impose a significant burden on the JSPs” are similarly without merit. (Objections, p. 2.)

36. As with their objection on grounds of commercial sensitivity, here too the Joint Solar Parties fail to support their objection with facts and circumstances. Rather, the Joint Solar Parties merely claim that tracking down the requesting information would pose a “significant burden” without explaining how, and assert that responding would require them to instate non-disclosure agreements amongst themselves regarding competitive pricing information.

37. However, the interrogatories do not require the Joint Solar Parties to perform a special study or analysis to compile this information. *See Application of Transource Pa., LLC*, Docket Nos. A-2017-2640195, *et al.*, p. 20 (Order Granting in Part and Denying in Part Motion

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<sup>7</sup> PPL Electric has also circulated a proposed Stipulated Protective Agreement to the Joint Solar Parties to protect proprietary information shared through discovery until a protective order is entered in this proceeding. PPL Electric has agreed to amend the Stipulated Protective Agreement to include “trade secrets” within the definition of “highly confidential information.”

to Compel entered Aug. 3, 2018). PPL Electric is merely requesting that the Joint Solar Parties provide basic information about inverter pricing in order to respond to the claims put forth in pleadings that the Pilot Program has inflated the price of inverters and increased project costs for the Joint Solar Parties.<sup>8</sup>

38. The solar installer Joint Solar Parties are sophisticated businesses that should be readily able to produce information related to their respective inverter inventories and should have anticipated that by placing inverter pricing, marketing, and sales at issue in this proceeding, discovery on those issues would be served. As such, their argument that non-disclosure agreements may be required amongst themselves to shield this competitive information from each other is not a reasonable ground to object to the production of the requested information.

39. Moreover, to date PPL Electric has responded to 50 interrogatories and requests for production of documents from the Joint Solar Parties, not including many subparts, which required PPL Electric to expend time and resources to track down responsive replies.

40. As part of answering those discovery requests, PPL Electric had to reach out to eight companies regarding their non-disclosure agreements with the Company to ensure that the Company was adequately protecting the information shared.

41. Nothing in the JSPs' objections demonstrates how it would be unduly burdensome for them to undertake the same steps PPL Electric took by checking with the counter-parties to these alleged non-disclosure agreements.

42. For these reasons, the ALJ should dismiss the Joint Solar Parties' objections and direct the Joint Solar Parties to answer fully PPL Electric to JSPs -I-1(a)(3), I-23, and I-2(a)(7).

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<sup>8</sup> The Joint Solar Parties repeatedly claim that the Company's Pilot Program has inflated the price of inverters or increased project costs. *See, e.g.*, Joint Solar Parties' Petition to Intervene, pp. 9, 10; Joint Solar Parties' Answer, pp. 2, 4, Joint Solar Parties' Protest, pp. 6-9, 14.

43. To the extent that the Joint Solar Parties are not directed to produce pricing information, the statements in their pleadings alleging that the Pilot Program has inflated the price of inverters should be stricken, and they should be barred from testifying to the same.

**2. The Joint Solar Parties' Objections to PPL to JSP-I-2(a)(4) Lack Merit**

44. PPL to JSP-I-2(a)(4) provides:

Re: Petition to Intervene, pp. 6-9. For each solar installer Joint Solar Party (i.e., AHC, Sun Directed, Sunnova, Tesla, and Trinity Solar), please identify each potential sale the installer alleges did not go forward because of the Pilot Program.

(a) For each potential sale, please provide:

(4) The address of the planned installation

45. The Joint Solar Parties' objections to this interrogatory states:

The JSPs object to PPL to JSP-I-2(a)(4), which asks for the addresses of each planned installation that did not go forward because of the Pilot Program, as requesting irrelevant information. In our September 5, 2024 telephone conference, PPL indicated it sought address information in order to determine if there may have been a technical reason preventing the sale that PPL could have addressed. We stated in the conference that the address information was not relevant where the reason for a sale not going forward was, for example, the inability to use a particular product in PPL's service territory, as would be a response to PPL to JSP-I-2(a)(7). On September 10, 2024, PPL asserted that relevance is not a ground for objections in Pennsylvania Public Utility Commission ("PaPUC") proceedings, and maintained its requests for addresses in the Interrogatories but agreed that as to sales that did not go forward, that the scope would be limited to provision of the municipality. The JSPs in a September 10, 2024 stated their disagreement that relevance is a basis for objection, cited 52 Pa. Code 5.321, and stated that they maintain their concern with regard to additional interrogatories in which addresses of customers or potential customers are sought, for example, PPL to JSP-I-11. The JSPs also note that 66 Pa. C.S. 333(d) also limits discovery to information that is relevant. Notwithstanding the foregoing, the JSPs are diligently attempting to determine if they may provide this information in conjunction with an appropriate protective order, and/or can provide information by municipality.

46. Initially, the Joint Solar Parties again attempt to make general objections to unidentified interrogatories, stating “they maintain their concern with regard to additional interrogatories in which addresses of customers or potential customers are sought, for example, PPL to JSP-I-11.” (Objections, p. 2.) For the reasons explained in Section II.A.1, *supra*, these general objections are improper and should be dismissed because they deprive PPL Electric of the opportunity to respond.

47. Further, the Joint Solar Parties’ “relevance” objection lacks merit and misstates PPL Electric’s position regarding relevance in Commission proceedings.

48. PPL Electric maintains that relevance cannot be a sustainable ground for objection when the request is reasonably calculated to lead to the discovery of admissible evidence. Indeed, Section 5.321 of the Commission’s regulations specifies that a request is not objectionable if it is reasonably calculated to lead to the discovery of admissible evidence. *See* 52 Pa. Code § 5.321(c) (“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.”).

49. Further, “relevance” in discovery is broader than relevance for the admission of evidence and “[a]ny doubts regarding relevancy should be resolved in favor of discovery.” *See Petition of the Borough of Cornwall for a Declaratory Order*, Docket No. P-2015-2476211, 2015 Pa. PUC LEXIS 433, \*9-10 (Order dated Sept. 11, 2015).

50. Inquiries into the location of potential sales are relevant and reasonably calculated to lead to the discovery of admissible evidence because the Joint Solar Parties have placed into issue in this case whether the Pilot Program has caused potential sales to not go forward.<sup>9</sup>

51. For example, the Joint Solar Parties assert how “AHC estimated that as of February, 2024, the sales that did not go forward because of PPL’s Program would have added a total of 109.71 kW of solar energy in PPL territory, while AHC had seen a 1200% increase nationally, and nearly \$3,000,000.00 in sales from 2022 to 2023 in the rest of Pennsylvania, just for Tesla’s Solar Roof.” (emphasis added).

52. Similarly, the Joint Solar Parties claim “[s]ince 2020, Sun Directed has had to deny providing solutions to commercial leads with single phase service, having found that PPL’s Program requirements provide no viable cost-effective options for it to source single-phase inverters for projects for commercial customers.”<sup>10</sup>

53. Here, the interrogatory as a whole requests information and documents related to potential sales that did not go forward, and subpart (a)(7) simply asks for the addresses associated with those potential sales, so that the Company can properly investigate the Joint Solar Parties’ allegations.

54. In fact, without this information, PPL Electric cannot confirm whether the projected sale was actually located within the Company’s service territory.

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<sup>9</sup> See Joint Solar Parties’ Petition to Intervene, p. 6 (“In a pleading filed in P-2019-3010128, AHC estimated that as of February, 2024, the sales that did not go forward because of PPL’s Program would have added a total of 109.71 kW of solar energy in PPL territory, while AHC had seen a 1200% increase nationally, and nearly \$3,000,000.00 in sales from 2022 to 2023 in the rest of Pennsylvania, just for Tesla’s Solar Roof.”) (emphasis added).

<sup>10</sup> *Id.*, p. 7

55. PPL Electric also seeks this information to gather evidence to rebut the Joint Solar Parties' claims that the identified potential sales did not move forward due to the Pilot Program and its requirements.<sup>11</sup>

56. Finally, while the Joint Solar Parties claim that this interrogatory is not "relevant," the Joint Solar Parties have failed to assert that it is not reasonably calculated to lead to the discovery of inadmissible evidence. Therefore, the Joint Solar Parties have waived that objection and cannot raise it for the first time in their Answer to the Motion to Compel.

57. Notwithstanding, PPL Electric has worked with the Joint Solar Parties to reach a compromise regarding subpart (a)(7) and has proposed to limit the request to the municipality in which the addresses are located.<sup>12</sup> The Company remains willing to limit the scope of this interrogatory as a means of resolving the Joint Solar Parties' objections.

58. For these reasons, the ALJ should dismiss the Joint Solar Parties' objections and direct the Joint Solar Parties to answer fully PPL Electric to JSP-I-2(a)(4).

**3. The Joint Solar Parties' Objections to PPL to JSP-I-1(a)(4) Lack Merit**

59. PPL to JSP-I-1(a)(4) provides:

Re: Petition to Intervene, pp. 3-5. For each solar installer Joint Solar Party (i.e., AHC, Sun Directed, Sunnova, Tesla, and Trinity Solar), please provide a detailed inventory of each inverter used by each solar installer in Pennsylvania.

(a) For each inverter, please:

(4) Provide the quantity in the solar installer's current inventory;

60. The Joint Solar Parties' objections to this interrogatory states:

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<sup>11</sup> For example, the location of the site may provide context for other reasons the sale was terminated, such as local permitting requirements.

<sup>12</sup> Appendix C, p. 2.

The JSPs maintain their burdensomeness and relevance objections to PPL to JSP-I-1(a)(4), which inquires into the quantity of inverters in each solar installer's current inventory of each inverter used by each solar installer in PA. As to burdensomeness, for some installers, the inquiry will require numerous communications with numerous employees in numerous locations. Additionally, as stated in our September 6, 2024 e-mail, we questioned the relevance of inventory where the problem faced by the installer is simply that the product cannot be used in PPL territory, and the relevance of "current inventory" to purchases made previously. Notwithstanding the foregoing, the JSPs are diligently attempting to secure the requested information.

61. The Joint Solar Parties' "burdensomeness" objection is without merit.

62. First, the Joint Solar Parties have failed to explain with specificity how the discovery requests would be unduly burdensome.

63. In fact, the Joint Solar Parties never claim the request is "unduly" burdensome, only that it is burdensome.

64. Yet "[t]he prohibition on discovery is not whether answering the discovery would be burdensome but, rather, whether it would be *unduly* burdensome." *Blue Pilot* at \*9 (emphasis added).

65. Here, the Joint Solar Parties fail to establish that responding to the interrogatory would be unduly burdensome.

66. On the ground alone, their objection should be dismissed.

67. Also, the entirety of the Joint Solar Parties' burdensome claim is an assertion that "for some installers, the inquiry will require numerous communications with numerous employees in numerous locations." (Objections, p. 2.)

68. The Joint Solar Parties do not offer any specific support for these claims, such as how many communications, employees, or locations would be involved, or how much time it

would take to provide the requested information. All the Joint Solar Parties assert is that those communications, employees, and locations are “numerous.”

69. The Joint Solar Parties’ failure to explain how the request is burdensome in its objections has denied PPL Electric due process because the Company cannot now respond to any explanation offered in the Joint Solar Parties’ Answer to the instant Motion.

70. Second, the interrogatory is relevant and reasonably calculated to lead to the discovery of admissible evidence. As previously detailed, the Joint Solar Parties have placed into issue whether the Company’s Pilot Program has harmed the competitive market for solar installations and inverters.<sup>13</sup>

71. The Joint Solar Parties have not, as represented in their objections, limited their claims to an assertion that “the problem faced by the installer is simply that the product cannot be used in PPL territory.” (Objections, p. 2.) The Joint Solar Parties have repeatedly claimed that PPL Electric’s Pilot Program has disrupted the market for inverters in the Company’s service territory.

72. For example, in their Answer to PPL Electric’s Petition, the Joint Solar Parties claim:

It has been the JSPs’ experience that PPL’s Pilot has driven certain installers to close shop in PPL territory; and driven other installers to curtail the numbers and types of projects installed in PPL territory . . . It has been their further experience that the Pilot has thwarted sales of inverters in PPL territory; delayed projects and increased project costs and service visits in PPL territory; deprived customer- and third-party owners of the full value of the DERs in which they invested, without compensation; and generally, caused consumers to be frustrated by their experience with solar, with their solar system providers, and with PPL.

Answer, p. 4.

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<sup>13</sup> See, e.g., Joint Solar Parties’ Protest, pp. 6-10, 14-15; Joint Solar Parties’ Answer, pp. 4-5; Joint Solar Parties’ Petition to Intervene, pp. 6-9.

73. As such, PPL Electric is entitled to discovery to evaluate and rebut the Joint Solar Parties' broad claims. *See* 52 Pa. Code § 5.321(c) (“a party may obtain discovery regarding 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 . . .”).

74. Pertinent to this request, whether the solar installer Joint Solar Parties maintain inventory for inverters that are not on PPL Electric's Approved Inverter List is directly relevant to PPL Electric's defense to the claim that the Pilot Program is actually hampering sales of non-approved inverters or systems in the Company's service territory.<sup>14</sup>

75. Further, as noted in PPL Electric's Petition, the inverter standards required by PPL Electric under the Pilot Program, which are IEEE 1547-2018 and UL 1741 SB, have since been automatically incorporated into the Commission's regulations.<sup>15</sup>

76. Therefore, inverters being installed every electric utility service territory in Pennsylvania must meet those standards.

77. Accordingly, it is critical to know what inverters the solar installer Joint Solar Parties have in their inventories for projects in Pennsylvania, which will provide necessary insight as to: (a) how many of those inverters meet the Commission's required standards and, therefore, could actually be used for projects in electric utilities' service territories; (b) how many of those inverters do not meet the Commission's required standards and, therefore, could not be used for projects in electric utilities' service territories; (c) how many of those inverters are on the Company's Approved Inverter List and, therefore, could actually be used for projects in PPL Electric's service territory; (b) how many of those inverters are not on the Company's

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<sup>14</sup> *See, e.g.*, Joint Solar Parties' Protest pp. 6-10.

<sup>15</sup> *See* Second DER Management Plan Petition, p. 6 n.7; 52 Pa. Code § 75.22 (defining “Certified” as “(i) IEEE Standard 1547, ‘Standard for Interconnecting Distributed Resources with Electric Power Systems,’ as amended and supplemented” and “(ii) UL Standard 1741, ‘Inverters, Converters and Controllers for use in Independent Power Systems’ (January 2001), as amended and supplemented”) (emphasis added).

Approved Inverter List and, therefore, could not be used for projects in the Company's service territory.

78. Thus, PPL to JSP-I-1(a)(4) is directly relevant to the claims raised by the Joint Solar Parties and the ability of PPL Electric to fully respond to those claims.

79. For these reasons, the ALJ should dismiss the Joint Solar Parties' objections and direct the Joint Solar Parties to answer fully PPL to JSP-I-1(a)(4).

**4. The Joint Solar Parties' Vagueness Objections to PPL to JSP-I-4(a)(4) and (a)(5), I-14, I-16, I-17, and I-19 Lack Merit**

80. PPL to JSP-I-4(a)(4) and (a)(5) provide:

Re: Petition to Intervene, pp. 6-7. For each inverter manufacturer Joint Solar Party (i.e., Enphase and Solar Edge), please identify every instance in which the manufacturer alleges PPL Electric's DER Management devices have interfered with communications to their inverters and/or devices, including to the cloud, apps, and/or customer dashboards.

(a) For each instance identified, please provide:

(4) The grid code that was set on the inverter at the time of installation;

(5) The grid code that was set on the inverter at the time of the communications issues;

PPL to JSP-I-14 provides:

Re: Petition to Intervene, p. 8. Sunnova alleges that "the Pilot Program has demonstrated that PPL monitoring and control devices consistently interfere with necessary device communication." Please identify every instance that Sunnova maintains PPL Electric's DER Management devices "interfere[d] with necessary device communication."

(a) For each instance, please provide:

(1) The date the incident was discovered;

(2) The date the incident was resolved;

(3) The inverter model and manufacturer;

- (4) The grid code that was set on the inverter at the time of installation;
  - (5) The grid code that was set on the inverter at the time of the communications issues;
  - (6) The communications modules installed;
  - (7) Whether communication modules were installed by the manufacturer or by Tesla;
  - (8) The precise reason the communication was interrupted;
  - (9) The total time spent by Tesla resolving the incident;
  - (10) The total costs related with resolving the incident;
  - (11) The dates of any site visits performed;
  - (12) The date the incident was reported to PPL Electric;
  - (13) The identity of the individual who reported the incident to PPL Electric;
  - (14) The identity of the individual at PPL Electric to whom it was reported; and
  - (15) The resolution of the incident, if any.
- (b) Please produce all Documents relied upon in making that statement and in responding to this interrogatory.

PPL to JSP-I-16 provides:

Re: Petition to Intervene, p. 8. Please identify every instance that “multi-inverter Tesla solar systems installed in PPL territory, customers’ communications have been fully or partially knocked offline due to the presence of PPL’s DER Management Device.”

- (a) For each instance, please provide:
  - (1) The date the incident was discovered;
  - (2) The date the incident was resolved;
  - (3) The inverter model and manufacturer;
  - (4) The grid code that was set on the inverter at the time of installation;
  - (5) The grid code that was set on the inverter at the time of the communications issues;
  - (6) The communications modules installed;
  - (7) Whether communication modules were installed by the manufacturer or by Tesla;
  - (8) The precise reason the communication was interrupted;
  - (9) The total time spent by Tesla resolving the incident;
  - (10) The total costs related with resolving the incident;
  - (11) The dates of any site visits performed;
  - (12) The date the incident was reported to PPL Electric;

- (13) The identity of the individual who reported the incident to PPL Electric;
  - (14) The identity of the individual at PPL Electric to whom it was reported; and
  - (15) The resolution of the incident, if any.
- (b) Please produce all Documents relied upon in making that statement and in responding to this interrogatory.

PPL to JSP-I-17 provides:

Re: Petition to Intervene, p. 8. Please identify every instance in which Tesla alleges that “[c]ommunications problems caused by PPL’s Management Device with certain inverter and system combinations resulted in Tesla and its customers receiving numerous ‘false alarms’ that indicated the customer’s solar system had stopped producing power, which in turn required numerous site visits and additional labor from Tesla.”

- (a) For each instance, please provide:
- (1) The date the incident was discovered;
  - (2) The date the incident was resolved;
  - (3) The inverter model and manufacturer;
  - (4) The grid code that was set on the inverter at the time of installation;
  - (5) The grid code that was set on the inverter at the time of the communications issues;
  - (6) The communications modules installed;
  - (7) Whether communication modules were installed by the manufacturer or by Tesla;
  - (8) The precise reason the communication was interrupted;
  - (9) The total time spent by Tesla resolving the incident;
  - (10) The total costs related with resolving the incident;
  - (11) The dates of any site visits performed;
  - (12) The date the incident was reported to PPL Electric;
  - (13) The identity of the individual who reported the incident to PPL Electric;
  - (14) The identity of the individual at PPL Electric to whom it was reported; and
  - (15) The resolution of the incident, if any.
- (b) Please provide all Documents relied upon in making that statement and in responding to this interrogatory.

PPL to JSP-I-19 provides:

Re: Petition to Intervene, p. 8; Protest ¶ 22. Please identify every instance that Tesla alleges that “as a result of failed communications hindering Tesla’s ability to calculate solar system exports on some system inverters, and after an additional expenditure of staff time, Tesla has forfeited collecting SREC credits, the rights to which it purchased from customers, amounting to thousands if not hundreds of thousands of dollars potentially lost if the hindrances persist over the life of the systems.”

- (a) For each instance, please identify:
  - (1) The date the communications issue was discovered;
  - (2) The date the communications issue was resolved;
  - (3) The inverter model and manufacturer;
  - (4) The grid code that was set on the inverter at the time of installation;
  - (5) The grid code that was set on the inverter at the time of the communications issues;
  - (6) The communications modules installed;
  - (7) Whether any communication modules were installed by the manufacturer or by Tesla;
  - (8) The precise reason the communication was interrupted;
  - (9) The number and value of SREC credits “forfeited”;
  - (10) The reason the SREC credits were “forfeited”;
  - (11) The total time spent by Tesla resolving the incident;
  - (12) The total costs related with resolving the incident;
  - (13) The dates of any site visits performed;
  - (14) The date the incident was reported to PPL Electric;
  - (15) The identity of the individual who reported the incident to PPL Electric;
  - (16) The identity of the individual at PPL Electric to whom it was reported; and
  - (17) The resolution of the incident, if any.
- (b) Please provide all Documents relied upon in making that statement and in responding to this interrogatory.

81. The Joint Solar Parties’ objections to these interrogatories state:

The JSPs continue to object to the use of the term “grid code” in Interrogatories PPL to JSP-I-4(a)(4) and (5), I-14, I-16, I-17, I-19 on vagueness grounds, and are as of the time of serving these Objections, seeking to determine whether the definition offered in PPL’s September 10, 2024 e-mail resolves the JSPs’ objection.

82. Initially, PPL Electric notes that within these interrogatories, only subparts I-14(a)(4) and (a)(5), I-16(a)(4) and (a)(5), I-17(a)(4) and (a)(5), and I-19(a)(4) and (a)(5) contain the term “grid code.”

83. The Commission’s regulations specify that an objection does “[n]ot excuse the answering party from answering the remaining interrogatories or subparts of interrogatories to which no objection is stated.” 52 Pa. Code § 5.342(c)(6).

84. As such, because the Joint Solar Parties have asserted no grounds to object to the remaining subparts of I-14, I-16, I-17, and I-19, any objections to those subparts should be denied, and the Joint Solar Parties should be directed to respond to the remaining subparts of those interrogatories in full.

85. Further, the Joint Solar Parties’ objection to the use of the term “grid code” is without merit. As referenced in the objection itself, PPL Electric provided the Joint Solar Parties with a detailed definition of the term “grid code,” as follows:

“Grid code” in PPL to JSP-I-14(a)(4)-(5) refers to the same code set on the inverters that PPL and Tesla have been adjusting to resolve the communications issues on the Delta and Solar Edge inverters at Tesla solar installations in PPL’s service territory. These codes are sometimes also referred to as “utility codes” or “inverter country settings.” As examples, below are the utility codes for Delta inverters:

- 0 = IEEE 1547-2003
- 1 = IEEE 1547a-2014
- 2 = UL 1741SA - California
- 3 = UL 1741SA - Hawaii, Oahu, Maui
- 4 = UL 1741SA - Molokai, Lanai
- 5 = Puerto Rico
- 6 = ISO-New England
- 7 = NYSEG
- 9 = UL 1741SA - Kauai
- 10 = IEEE 1547-2018
- 11 = IEEE 1547a-2018 - Hawaii
- 12 = IEEE 1547a-2018 – NY

Further, the inverter country settings for SolarEdge inverters can be found in this document: [https://knowledge-center.solaredge.com/sites/kc/files/se\\_inverters\\_supported\\_countries.pdf](https://knowledge-center.solaredge.com/sites/kc/files/se_inverters_supported_countries.pdf)<sup>16</sup>

86. As indicated by the Company's provision of this detailed definition of the term "grid code," PPL Electric has made good faith efforts to informally resolve this discovery dispute without the involvement of the ALJ.

87. Moreover, the Joint Solar Parties' objections indicate that the definition provided by PPL Electric may resolve their objection entirely, which undercuts their argument that these interrogatories cannot be answered. (Objections, pp. 2-3.)

88. Importantly, these interrogatories do not use a vague and ambiguous term that makes it impossible to answer the discovery requests. The term "grid code" is widely understood in the industry, of which the Joint Solar Parties are fully aware. The Joint Solar Parties are sophisticated businesses versed in the requirements for installing inverters for DERs.

89. In fact, PPL Electric has been working for months with one of the Joint Solar Parties, Tesla, to informally resolve communications issues at certain DER locations. Understanding the grid code settings on the identified inverters has been critical to those efforts, which is precisely why PPL Electric seeks this information through discovery.

90. PPL Electric is simply asking the Joint Solar Parties to identify the grid code that was set on the inverter at the time of installation and at the time the communications issues were discovered to rebut claims that the DER Management device caused the communications issues referenced.<sup>17</sup>

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<sup>16</sup> See Appendix C, pp. 3-4.

<sup>17</sup> See Joint Solar Parties' Protest, pp. 7-10, 14; Joint Solar Parties' Answer, p. 5; Joint Solar Parties' Petition to Intervene, pp. 7-9.

91. PPL Electric is entitled to this information, as it is highly relevant to its own defense to the Joint Solar Parties' claims. *See* 52 Pa. Code 5.321(c).

92. For these reasons, the ALJ should dismiss the Joint Solar Parties' objections and direct the Joint Solar Parties to answer fully PPL to JSP-I-4(a)(4) and (a)(5), I-14, I-16, I-17, and I-19.

**III. CONCLUSION**

For the reasons set forth above, PPL Electric Utilities Corporation respectfully requests that Administrative Law Judge John M. Coogan grant this Motion to Dismiss Objections and Compel Responses to Discovery and direct the Joint Solar Parties to answer fully PPL to JSP Set I, as described above within three (3) days from the date of the order.

Respectfully submitted,



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Dated: September 13, 2024

*Attorneys for PPL Electric Utilities Corp.*

# **APPENDIX A**

## **Interrogatories and Requests for Production of Documents Propounded by PPL Electric on the Joint Solar Parties – Set I**

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of PPL Electric Utilities Corporation :  
for Approval of its Second Distribution : Docket No. P-2024-3049223  
Energy Resources Management Plan :

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**INTERROGATORIES AND REQUESTS FOR  
PRODUCTION OF DOCUMENTS PROPOUNDED BY  
PPL ELECTRIC UTILITIES CORPORATION ON  
THE JOINT SOLAR PARTIES – SET I**

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Pursuant to 66 Pa. C.S. § 333 and 52 Pa. Code §§ 5.341 *et seq.*, PPL Electric Utilities Corporation (“PPL Electric”) propounds the following Interrogatories and Requests for Production of Documents (hereinafter, “discovery requests”) on American Home Contractors, Inc. (“AHC”), Enphase Energy, Inc. (“Enphase”), the Solar Energy Industries Association (“SEIA”), SolarEdge Technologies, Inc. (“SolarEdge”), Sun Directed, Sunnova, Inc. (“Sunnova”), Tesla, Inc. (“Tesla”), and Trinity Solar, LLC (“Trinity Solar”) (collectively, the “Joint Solar Parties”) – Set I.

**INSTRUCTIONS AND DEFINITIONS**

1. The “Responding Party,” “you,” or “your” means the party to which these discovery requests are propounded and/or all attorneys, agents, affiliates, subsidiaries, employees, consultants, members, constituents, and representatives acting on behalf of the Responding Party.
2. “Commission” means the Pennsylvania Public Utility Commission.
3. To “identify” a natural person means to state that person’s full name, title or position, employer, last known address, and last known telephone number.

4. To “identify” a business entity means to state the full name of such business, the form of the business, and its location or address.

5. To “identify” a “document” means to provide all of the following information irrespective of whether the document is deemed privileged or subject to any claim of privilege:

- a. The title or other means of identification of each such document;
- b. The date of each such document;
- c. The author, preparer or signer of each such document; and
- d. A description of the subject matter of such document sufficient to permit an understanding of its contents and importance to the testimony or position being examined and the present or last known location of the document. The specific nature of the document should also be stated (*e.g.*, letter, business record, memorandum, computer print-out, etc.).

In lieu of “identifying” any document, it shall be deemed a sufficient compliance with these discovery requests to attach a copy of each such document to the answers hereto and reference said document in the particular interrogatory to which the document is responsive.

6. “Document” means the original and all drafts of all written and graphic matter, however produced or reproduced, of any kind or description, whether or not sent or received, and all copies thereof which are different in any way from the original (whether by interlineation, date-stamp, notarization, indication of copies sent or received, or otherwise), including without limitation, any paper, book, account, photograph, blueprint, drawing, sketch, schematic, agreement, contract, memorandum, press release, circular, advertising material, correspondence, letter, telegram, telex, object, report, opinion, investigation, record, transcript, hearing, meeting, study, notation, working paper, summary, intra-office communication, diary, chart, minutes, index sheet, computer software, computer-generated records or files, however stored, check, check stub, delivery ticket, bill of lading, invoice, record or recording or summary of any telephone or other conversation, or of any interview or of any conference, or

any other written, recorded, transcribed, punched, taped, filmed, or graphic matter of which the Responding Party has or has had possession, custody or control, or of which the Responding Party has knowledge.

7. “Communication” means any manner or form of information or message transmission, however produced or reproduced, whether as a document as herein defined, or orally or otherwise, which is made, distributed, or circulated between or among persons, or data storage or processing units.

8. “Date” means the exact day, month, and year, if ascertainable, or if not, the best approximation thereof.

9. Items referred to in the singular include those in the plural, and items referred to in the plural include those in the singular.

10. Items referred to in the masculine include those in the feminine, and items referred to in the feminine include those in the masculine.

11. The answers provided to these discovery requests should first restate the question asked and identify the person(s) supplying the information.

12. In answering these discovery requests, the Responding Party is requested to furnish all information that is available to the Responding Party, including information in the possession of the Responding Party’s attorneys, agents, consultants, or investigators, and not merely such information of the Responding Party’s own knowledge. If any of the discovery requests cannot be answered in full after exercising due diligence to secure the requested information, please so state and answer to the extent possible, specifying the Responding Party’s inability to answer the remainder, and stating whatever information the Responding

Party has concerning the unanswered portions. If the Responding Party's answer is qualified in any particular, please set forth the details of such qualification.

13. If the Responding Party objects to providing any document requested on any ground, identify such document by describing it as set forth in Instruction 5 and state the basis of the objection.

14. If the Responding Party objects to part of a discovery request and refuses to answer that part, state the Responding Party's objection and answer the remaining portion of that discovery request. If the Responding Party objects to the scope or time period of a discovery request and refuses to answer for that scope or time period, state the Responding Party's objection and answer the discovery request for the scope or time period that the Responding Party believes is appropriate.

15. If, in connection with a discovery request, the Responding Party contends that any information, otherwise subject to discovery, is covered by either the attorney-client privilege, the so-called "attorneys' work product doctrine," or any other privilege or doctrine, then specify the general subject matter of the information and the basis to support each such objection.

16. If any information is withheld on grounds of privilege or other protection from disclosure, provide the following information: (a) every person to whom such information has been communicated and from whom such information was learned; (b) the nature and subject matter of the information; and (c) the basis on which the privilege or other protection from disclosure is claimed.

17. As set forth in 52 Pa. Code § 5.342(g), these discovery requests are continuing and the Responding Party is obliged to change, supplement, and correct all answers given to conform to new or changing information.

18. “DER” and “DERs” mean “distributed energy resource” and “distributed energy resources,” respectively.

19. “Pilot Program” means the Company’s the First DER Management Plan’s Pilot Program, which was approved at Docket No. P-2019-3010128 and currently governs the interconnection and operation of new DERs deployed in the Company’s service territory.

20. “Second DER Management Plan” means the Company’s Second Distributed Energy Resources Management Plan filed in this proceeding.

21. “Petition to Intervene” means the Petition to Intervene filed by the Joint Solar Parties in this proceeding on July 8, 2024.

22. “Answer” means the Answer filed by the Joint Solar Parties in this proceeding on July 8, 2024.

23. “Protest” means the Protest filed by the Joint Solar Parties in this proceeding on July 8, 2024.

24. “IEEE” means Institute of Electrical and Electronics Engineers.

25. “IEEE 1547-2018” means the 2018 revision to IEEE Standard 1547, “Standard for Interconnecting Distributed Resources with Electric Power Systems.”

26. “UL” means Underwriters Laboratories.

27. “UL 1741 SB” means UL Standard 1741 Supplement B.

28. “Approved Inverter List” means the Approved List of Smart Inverters that meet the Company’s applicable requirements.

**INTERROGATORIES AND REQUESTS FOR  
PRODUCTION OF DOCUMENTS ON  
THE JOINT SOLAR PARTIES – SET I**

PPL to JSP-I-1

Re: Petition to Intervene, pp. 3-5. For each solar installer Joint Solar Party (*i.e.*, AHC, Sun Directed, Sunnova, Tesla, and Trinity Solar), please provide a detailed inventory of each inverter used by each solar installer in Pennsylvania.

- (a) For each inverter, please:
  - (1) Identify the inverter model;
  - (2) Identify the inverter manufacturer;
  - (3) State the purchase price of the inverter;
  - (4) Provide the quantity in the solar installer's current inventory;
  - (5) Identify whether the inverter is certified to the IEEE 1547-2018 standard;
  - (6) Identify whether the inverter is certified to the UL 1741 SB standard;
  - (7) Identify whether the inverter is on the Approved Inverter List; and
  - (8) If the inverter is not the Approved Inverter List, identify whether the installer has submitted the inverter to PPL Electric for approval, the date of submission, and the status of that submission.
- (b) Please produce all Documents relied upon in responding to this interrogatory.

PPL to JSP-I-2

Re: Petition to Intervene, pp. 6-9. For each solar installer Joint Solar Party (*i.e.*, AHC, Sun Directed, Sunnova, Tesla, and Trinity Solar), please identify each potential sale the installer alleges did not go forward because of the Pilot Program.

- (a) For each potential sale, please provide:
  - (1) The project type (*i.e.*, solar panel, battery, battery plus storage);
  - (2) The manufacturer and model of the planned inverter;
  - (3) The planned size of the installation in projected kW production or storage capacity;

- (4) The address of the planned installation;
  - (5) The dates the potential sale was identified and terminated;
  - (6) The projected loss in sales to the entity; and
  - (7) Each reason the sale did not move forward.
- (b) Please produce all Documents relied upon in responding to this interrogatory.

PPL to JSP-I-3

Re: Petition to Intervene, pp. 3-4. For each inverter manufacturer Joint Solar Party (*i.e.*, Enphase and Solar Edge), please provide a detailed inventory of each inverter manufactured by the inverter manufacturer and sold in Pennsylvania.

- (a) For each inverter, please:
- (1) Identify the inverter model;
  - (2) Provide the quantity in the manufacturer's current inventory;
  - (3) Identify whether the inverter is certified to the IEEE 1547-2018 standard;
  - (4) Identify whether the inverter is certified to the UL 1741 SB standard;
  - (5) Identify whether the inverter is on the Approved Inverter List; and
  - (6) If the inverter is not the Approved Inverter List, identify whether the manufacturer has submitted the inverter to PPL Electric for approval, the date of submission, and the status of that submission.
- (b) Please produce all Documents relied upon in responding to this interrogatory.

PPL to JSP-I-4

Re: Petition to Intervene, pp. 6-7. For each inverter manufacturer Joint Solar Party (*i.e.*, Enphase and Solar Edge), please identify every instance in which the manufacturer alleges PPL Electric's DER Management devices have interfered with communications to their inverters and/or devices, including to the cloud, apps, and/or customer dashboards.

- (a) For each instance identified, please provide:
- (1) The date the incident was discovered;

- (2) The date the incident was resolved;
  - (3) The inverter model and manufacturer;
  - (4) The grid code that was set on the inverter at the time of installation;
  - (5) The grid code that was set on the inverter at the time of the communications issues;
  - (6) The precise reason the communication was interrupted;
  - (7) The total time spent resolving the incident;
  - (8) The total costs related with resolving the incident;
  - (9) The date the incident was reported to PPL Electric;
  - (10) The identity of the individual who reported the incident to PPL Electric;
  - (11) The identity of the individual at PPL Electric to whom it was reported; and
  - (12) The resolution of the incident, if any.
- (b) Please produce all Documents relied upon in responding to this interrogatory.

PPL to JSP-I-5

Re: Petition to Intervene, p. 6. AHC claims that it has “ceased installing any battery storage solutions for customers, and largely reduced solar deployments, in PPL territory.”

- (a) Please identify the date that AHC stopped installing battery storage solutions for customers in PPL Electric’s service territory.
- (b) Please provide a list of all battery storage solutions installed by AHC in PPL Electric’s service territory since the date identified in subpart (a).
- (c) Please provide a list of all battery storage solutions installed by AHC in PPL Electric’s service territory prior to the date identified in subpart (a).
- (d) Please provide all Documents in AHC’s possession concerning its decision to stop installing battery storage solutions for customers in PPL Electric’s service territory.
- (e) Please explain in detail what “largely reduced solar deployments” means.

- (f) Please provide all Documents in AHC's possession about "largely reduc[ing] solar deployments" in PPL Electric's service territory.

PPL to JSP-I-6

Re: Petition to Intervene, p. 6. AHC claims that "AHC had seen a 1200% increase nationally, and nearly \$3,000,000.00 in sales from 2022 to 2023 in the rest of Pennsylvania, just for Tesla's Solar Roof." Please provide all Documents in AHC's possession related to this reported increase in sales of Tesla's Solar Roof in Pennsylvania.

PPL to JSP-I-7

Re: Petition to Intervene, p. 7. Please identify every member of SEIA and state whether the member currently operates in PPL Electric's service territory. Please produce all Documents relied upon in responding to this interrogatory.

PPL to JSP-I-8

Re: Petition to Intervene, p. 7.

- (a) Please explain in detail the "impacts" that SEIA's members and the "solar community have observed to date with PPL's Pilot."
- (b) Please produce all Documents relied upon in reaching that conclusion and in responding to subpart (a).

PPL to JSP-I-9

Re: Petition to Intervene, p. 7.

- (a) Please explain in detail the ways in which SEIA alleges the impacts identified in response to JSP Set I, No. 8 will "worsen" if the Company's Second DER Management Plan is approved.
- (b) Please produce all Documents relied upon in reaching that conclusion and in responding to subpart (a).

PPL to JSP-I-10

Re: Petition to Intervene, p. 7. SolarEdge alleges that it "has expended an enormous amount of resources ensuring its equipment could be integrated with PPL's systems, and continues to provide support to this day."

- (a) Please identify and quantify all such resources expended.
- (b) Please provide all Documents relied upon by SolarEdge in making that statement and in responding to this interrogatory.

PPL to JSP-I-11

Re: Petition to Intervene, p. 7; Protest ¶ 19. Please identify every instance in which SolarEdge alleges one of its inverters was damaged following the installation of PPL Electric's DER Management device.

- (a) For each instance, please:
  - (1) Identify the make and model of the inverter;
  - (2) Describe in detail the alleged damage to the inverter;
  - (3) Describe in detail how the alleged damage was caused;
  - (4) Identify the date the alleged damage was discovered;
  - (5) Identify the address where the inverter was installed;
  - (6) Identify the date the DER management device was installed;
  - (7) Provide the date the incident was reported to PPL Electric;
  - (8) Identify the individual who reported the incident to PPL Electric;
  - (9) Identify the individual at PPL Electric to whom it was reported;  
and
  - (10) Explain the resolution of the incident, if any.
- (b) Please provide all Documents relied upon in reaching that conclusion and in responding to this interrogatory.

PPL to JSP-I-12

Re: Petition to Intervene, p. 7; Protest ¶ 19. SolarEdge alleges that "SolarEdge has observed that PPL's selection of direct communications to the inverter prevents fair market competition with third party grid services providers."

- (a) Has SolarEdge performed any study or analysis on the impact of PPL Electric's Pilot Program on "fair market competition with third party grid services providers"? If so, please provide any such study or analysis.
- (b) Is SolarEdge aware of any actual instances in which the Pilot Program "prevent[ed] fair market competition with third party grid services providers"? If so, please identify every alleged instance observed.
- (c) Please produce all Documents relied upon in making that statement and in responding to this interrogatory.

PPL to JSP-I-13

Re: Petition to Intervene, p. 7. Sun Directed alleges that “[s]ince 2020, Sun Directed has had to deny providing solutions to commercial leads with single phase service, having found that PPL’s Program requirements provide no viable cost-effective options for it to source single-phase inverters for projects for commercial customers.”

- (a) Please identify the precise date that Sun Directed stopped “providing solutions to commercial leads with single phase service.”
- (b) Please provide a list of all solutions for commercial leads with single phase service installed by Sun Directed in PPL Electric’s service territory since the date identified in subpart (a).
- (c) Please provide a list of all solutions for commercial leads with single phase service installed by Sun Directed in PPL Electric’s service territory prior to the date identified in subpart (a).
- (d) Please provide all Documents in Sun Directed’s possession about its decision stop “providing solutions to commercial leads with single phase service.”
- (e) Has Sun Directed performed any studies, analyses, or calculations related to the cost-effectiveness of “providing solutions to commercial leads with single phase service” under the Pilot Program? If so, please provide all such studies, analyses, and calculations and supporting workpapers.

PPL to JSP-I-14

Re: Petition to Intervene, p. 8. Sunnova alleges that “the Pilot Program has demonstrated that PPL monitoring and control devices consistently interfere with necessary device communication.” Please identify every instance that Sunnova maintains PPL Electric’s DER Management devices “interfere[d] with necessary device communication.”

- (a) For each instance, please provide:
  - (1) The date the incident was discovered;
  - (2) The date the incident was resolved;
  - (3) The inverter model and manufacturer;
  - (4) The grid code that was set on the inverter at the time of installation;
  - (5) The grid code that was set on the inverter at the time of the communications issues;

- (6) The communications modules installed;
  - (7) Whether communication modules were installed by the manufacturer or by Tesla;
  - (8) The precise reason the communication was interrupted;
  - (9) The total time spent by Tesla resolving the incident;
  - (10) The total costs related with resolving the incident;
  - (11) The dates of any site visits performed;
  - (12) The date the incident was reported to PPL Electric;
  - (13) The identity of the individual who reported the incident to PPL Electric;
  - (14) The identity of the individual at PPL Electric to whom it was reported; and
  - (15) The resolution of the incident, if any.
- (b) Please produce all Documents relied upon in making that statement and in responding to this interrogatory.

PPL to JSP-I-15

Re: Petition to Intervene, p. 8. Sunnova alleges that it “has observed that PPL’s limits on eligible inverters has constrained and will further constrain its ability to provide its customers with solar + storage solutions.”

- (a) Please identify the “limits on eligible inverters” that are referenced in this statement.
- (b) Please explain in detail how the Company’s “limits on eligible inverters ha[ve] constrained” Sunnova’s “ability to provide its customers with solar + storage solutions.”
- (c) Please explain in detail how the Company’s “limits on eligible inverters . . . will further constrain” Sunnova’s “ability to provide its customers with solar + storage solutions.”
- (d) Please produce all Documents relied upon in making that statement and in responding to this interrogatory.

Re: Petition to Intervene, p. 8. Please identify every instance that “multi-inverter Tesla solar systems installed in PPL territory, customers’ communications have been fully or partially knocked offline due to the presence of PPL’s DER Management Device.”

- (a) For each instance, please provide:
  - (1) The date the incident was discovered;
  - (2) The date the incident was resolved;
  - (3) The inverter model and manufacturer;
  - (4) The grid code that was set on the inverter at the time of installation;
  - (5) The grid code that was set on the inverter at the time of the communications issues;
  - (6) The communications modules installed;
  - (7) Whether communication modules were installed by the manufacturer or by Tesla;
  - (8) The precise reason the communication was interrupted;
  - (9) The total time spent by Tesla resolving the incident;
  - (10) The total costs related with resolving the incident;
  - (11) The dates of any site visits performed;
  - (12) The date the incident was reported to PPL Electric;
  - (13) The identity of the individual who reported the incident to PPL Electric;
  - (14) The identity of the individual at PPL Electric to whom it was reported; and
  - (15) The resolution of the incident, if any.
- (b) Please produce all Documents relied upon in making that statement and in responding to this interrogatory.

Re: Petition to Intervene, p. 8. Please identify every instance in which Tesla alleges that “[c]ommunications problems caused by PPL’s Management Device with certain inverter and system combinations resulted in Tesla and its customers receiving numerous ‘false alarms’ that indicated the customer’s solar system had stopped producing power, which in turn required numerous site visits and additional labor from Tesla.”

- (a) For each instance, please provide:
  - (1) The date the incident was discovered;
  - (2) The date the incident was resolved;
  - (3) The inverter model and manufacturer;
  - (4) The grid code that was set on the inverter at the time of installation;
  - (5) The grid code that was set on the inverter at the time of the communications issues;
  - (6) The communications modules installed;
  - (7) Whether communication modules were installed by the manufacturer or by Tesla;
  - (8) The precise reason the communication was interrupted;
  - (9) The total time spent by Tesla resolving the incident;
  - (10) The total costs related with resolving the incident;
  - (11) The dates of any site visits performed;
  - (12) The date the incident was reported to PPL Electric;
  - (13) The identity of the individual who reported the incident to PPL Electric;
  - (14) The identity of the individual at PPL Electric to whom it was reported; and
  - (15) The resolution of the incident, if any.
- (b) Please provide all Documents relied upon in making that statement and in responding to this interrogatory.

PPL to JSP-I-18

Re: Petition to Intervene, p. 8; Protest ¶ 22. Tesla avers that, “[d]ue to the significant difficulties Tesla encountered with PPL’s Program, in the summer of 2023, Tesla ceased new direct installations of residential solar and battery storage equipment.”

- (a) Identify the precise date that Tesla ceased new direct installs in PPL Electric’s service territory.
- (b) Has Tesla performed any studies, analyses, or calculations related to its decision to cease operations in PPL Electric’s service territory? If so, please provide all such studies, analyses, and calculations and supporting workpapers.
- (c) Please explain in detail whether the existence of PPL Electric’s Pilot Program was the sole reason for Tesla’s decision to cease “new direct installations of residential solar and battery storage equipment.” If not, please identify all other reasons why Tesla made that decision.

PPL to JSP-I-19

Re: Petition to Intervene, p. 8; Protest ¶ 22. Please identify every instance that Tesla alleges that “as a result of failed communications hindering Tesla’s ability to calculate solar system exports on some system inverters, and after an additional expenditure of staff time, Tesla has forfeited collecting SREC credits, the rights to which it purchased from customers, amounting to thousands if not hundreds of thousands of dollars potentially lost if the hindrances persist over the life of the systems.”

- (a) For each instance, please identify:
  - (1) The date the communications issue was discovered;
  - (2) The date the communications issue was resolved;
  - (3) The inverter model and manufacturer;
  - (4) The grid code that was set on the inverter at the time of installation;
  - (5) The grid code that was set on the inverter at the time of the communications issues;
  - (6) The communications modules installed;
  - (7) Whether any communication modules were installed by the manufacturer or by Tesla;
  - (8) The precise reason the communication was interrupted;

- (9) The number and value of SREC credits “forfeited”;
  - (10) The reason the SREC credits were “forfeited”;
  - (11) The total time spent by Tesla resolving the incident;
  - (12) The total costs related with resolving the incident;
  - (13) The dates of any site visits performed;
  - (14) The date the incident was reported to PPL Electric;
  - (15) The identity of the individual who reported the incident to PPL Electric;
  - (16) The identity of the individual at PPL Electric to whom it was reported; and
  - (17) The resolution of the incident, if any.
- (b) Please provide all Documents relied upon in making that statement and in responding to this interrogatory.

PPL to JSP-I-20

Re: Petition to Intervene, p. 9; Protest ¶ 23. Please identify every instance in which a Trinity Solar project was delayed as a result of the Pilot Program.

- (a) For each instance, please provide:
- (1) The precise amount of time the project was delayed;
  - (2) A detailed description of why the project was delayed;
  - (3) The service address at which the project was installed;
  - (4) The dates of any site visits performed;
  - (5) The date the project’s delay was reported to PPL Electric;
  - (6) The identity of the individual who reported the project’s delay to PPL Electric;
  - (7) The identity of the individual at PPL Electric to whom it was reported; and
  - (8) The resolution of the project’s delay, if any.

- (b) Please provide all Documents relied upon in responding to this interrogatory.

PPL to JSP-I-21

Re: Petition to Intervene, p. 9; Protest ¶ 23. Please identify every instance that Trinity Solar alleges the Pilot Program has caused “additional spending on labor including unnecessary site visits.”

- (a) For every instance identified, please provide:
  - (1) The service address where the system was installed;
  - (2) The number of site visits performed;
  - (3) The reason why the site visit was “unnecessary”;
  - (4) The dates of any site visits performed;
  - (5) The date the additional spending was reported to PPL Electric;
  - (6) The identity of the individual who reported the additional spending to PPL Electric;
  - (7) The identity of the individual at PPL Electric to whom it was reported; and
  - (8) The resolution of the additional spending, if any.
- (b) Please provide all Documents relied upon in responding to this interrogatory.

PPL to JSP-I-22

Re: Petition to Intervene, p. 9; Protest ¶ 23. Trinity Solar avers that the Company’s Pilot Program has caused it to incur “expenses for additional project management and increased coordination efforts between PPL and [the installers’] team.”

- (a) Please explain in detail the additional “expenses” that Trinity Solar alleges it has incurred related to the Pilot Program.
- (b) Please provide any calculations Trinity Solar has performed related to the alleged additional expenses incurred.
- (c) Please provide all Documents upon which Trinity Solar relied in making this statement and in responding to this interrogatory.

PPL to JSP-I-23

Re: Petition to Intervene, p. 9; Protest ¶ 23. Trinity Solar alleges that “PPL's limits on eligible smart inverters inflates the prices of inverters, causes delays in supply deliveries, delays on installations due to equipment availability, and increased costs associated with connecting the particular inverters, all of which costs are passed on to customers.”

- (a) Please explain in detail how the Approved Inverter List “inflates the prices of inverters.”
- (b) Please explain in detail how the Approved Inverter List “causes delays in supply deliveries.”
- (c) Please explain in detail how the Approved Inverter List “increased costs associated with connecting the particular inverters.”
- (d) Please provide all Documents upon which Trinity Solar relied in making these statements and in responding to this interrogatory.

PPL to JSP-I-24

Re: Petition to Intervene, p. 9; Protest ¶ 23. The Petition states that “all the JSPs are concerned that the proposed Plan will tacitly amend the interconnection rules without benefit of a state-wide proceeding; and will chill innovation, and revenue-generating opportunities, as PPL’s approved list of inverters inclines towards limiting eligible projects to only single inverter installs.”

- (a) Please explain in detail how the Second DER Management Plan “will tacitly amend the interconnection rules without benefit of a state-wide proceeding.”
- (b) Please explain in detail how the Second DER Management Plan “will chill innovation.”
- (c) Please explain in detail how the Second DER Management Plan will affect “will chill . . . revenue-generating opportunities.”
- (d) Please provide all Documents that AHC relied upon in reaching this conclusion and in responding to this interrogatory.
- (e) Please provide all Documents that Enphase relied upon in reaching this conclusion and in responding to this interrogatory.
- (f) Please provide all Documents that SEIA relied upon in reaching this conclusion and in responding to this interrogatory.
- (g) Please provide all Documents that SolarEdge relied upon in reaching this conclusion and in responding to this interrogatory.

- (h) Please provide all Documents that Sun Direct relied upon in reaching this conclusion and in responding to this interrogatory.
- (i) Please provide all Documents that Sunnova relied upon in reaching this conclusion and in responding to this interrogatory.
- (j) Please provide all Documents that Tesla relied upon in reaching this conclusion and in responding to this interrogatory.
- (k) Please provide all Documents that Trinity Solar relied upon in reaching this conclusion and in responding to this interrogatory.

PPL to JSP-I-25

Re: Petition to Intervene, p. 9, n.3. The Petition states that “Tesla’s Powerwall 3 will not be able to be sold in PPL territory, as it includes an integrated inverter model that is presently not included on, and in the future is unlikely to be included on, PPL’s approved inverter list.”

- (a) Please state whether the integrated inverter model used for Tesla’s Powerwall 3 has been submitted to PPL Electric for approval and inclusion on the Approved Inverter List. If not, please describe whether any Joint Solar Party intends to submit the integrated inverter model used for Tesla’s Powerwall 3 to PPL Electric for approval and inclusion on the Approved Inverter List.
- (b) Please state whether the integrated inverter model for Tesla’s Powerwall 3 complies with the IEEE 1547-2018 standard.
- (c) Please state whether the integrated inverter model for Tesla’s Powerwall 3 complies with the UL 1741 SB standard.
- (d) Please provide all Documents that AHC relied upon in reaching this conclusion and in responding to this interrogatory.
- (e) Please provide all Documents that Enphase relied upon in reaching this conclusion and in responding to this interrogatory.
- (f) Please provide all Documents that SEIA relied upon in reaching this conclusion and in responding to this interrogatory.
- (g) Please provide all Documents that SolarEdge relied upon in reaching this conclusion and in responding to this interrogatory.
- (h) Please provide all Documents that Sun Direct relied upon in reaching this conclusion and in responding to this interrogatory.

- (i) Please provide all Documents that Sunnova relied upon in reaching this conclusion and in responding to this interrogatory.
- (j) Please provide all Documents that Tesla relied upon in reaching this conclusion and in responding to this interrogatory.
- (k) Please provide all Documents that Trinity Solar relied upon in reaching this conclusion and in responding to this interrogatory.

PPL to JSP-I-26

Re: Petition to Intervene, p. 9, n.3. The Petition states that “[t]oday, Tesla’s Powerwall 3 comprises the majority of the residential battery energy storage system market.”

- (a) Please provide all Documents that AHC relied upon in reaching this conclusion and in responding to this interrogatory.
- (b) Please provide all Documents that Enphase relied upon in reaching this conclusion and in responding to this interrogatory.
- (c) Please provide all Documents that SEIA relied upon in reaching this conclusion and in responding to this interrogatory.
- (d) Please provide all Documents that SolarEdge relied upon in reaching this conclusion and in responding to this interrogatory.
- (e) Please provide all Documents that Sun Direct relied upon in reaching this conclusion and in responding to this interrogatory.
- (f) Please provide all Documents that Sunnova relied upon in reaching this conclusion and in responding to this interrogatory.
- (g) Please provide all Documents that Tesla relied upon in reaching this conclusion and in responding to this interrogatory.
- (h) Please provide all Documents that Trinity Solar relied upon in reaching this conclusion and in responding to this interrogatory.

PPL to JSP-I-27

Re: Petition to Intervene, pp. 9-10. The Petition states that “[a]ll the JSPs also share the concern that PPL’s controlling customers’ exports could bar customers from participating in aggregation programs, an outcome that could be particularly short-sighted, given FERC Order No. 2222’s direction to Regional Transmission Organizations to allow DERs to participate in wholesale markets through aggregations.”

- (a) Please identify each Joint Solar Party that is participating in aggregation programs in Pennsylvania and explain in detail its participation in such aggregation programs.
- (b) Please identify each Joint Solar Party that is participating in aggregation programs in PPL Electric's service territory and explain in detail its participation in such aggregation programs.
- (c) Please explain in detail how the Joint Solar Parties allege the Second DER Management Plan "could bar customers from participating in aggregation programs."
- (d) Please provide all Documents that AHC relied upon in reaching this conclusion and in responding to this interrogatory.
- (e) Please provide all Documents that Enphase relied upon in reaching this conclusion and in responding to this interrogatory.
- (f) Please provide all Documents that SEIA relied upon in reaching this conclusion and in responding to this interrogatory.
- (g) Please provide all Documents that SolarEdge relied upon in reaching this conclusion and in responding to this interrogatory.
- (h) Please provide all Documents that Sun Direct relied upon in reaching this conclusion and in responding to this interrogatory.
- (i) Please provide all Documents that Sunnova relied upon in reaching this conclusion and in responding to this interrogatory.
- (j) Please provide all Documents that Tesla relied upon in reaching this conclusion and in responding to this interrogatory.
- (k) Please provide all Documents that Trinity Solar relied upon in reaching this conclusion and in responding to this interrogatory.

PPL to JSP-I-28

Re: Answer, p. 2. The Answer claims that "the JSPs have experienced significantly increased project and service visit costs caused by the need to coordinate with PPL, and by the limits on types of equipment able to be used under PPL's program, all of which the JSPs bear themselves or pass on to customers."

- (a) Please explain in detail the "significantly increased project and service visit costs caused by the need to coordinate with PPL" experienced by the Joint Solar Parties.

- (b) Please explain in detail the “limits on types of equipment able to be used under PPL’s program” experienced by the Joint Solar Parties.
- (c) Please identify all inverters that the Joint Solar Parties use in Pennsylvania or manufacture for use in Pennsylvania that are certified to IEEE 1547-2018 and UL 1741 SB but are not on the Approved Inverter List.
- (d) Please provide all Documents that AHC relied upon in reaching this conclusion and in responding to this interrogatory.
- (e) Please provide all Documents that Enphase relied upon in reaching this conclusion and in responding to this interrogatory.
- (f) Please provide all Documents that SEIA relied upon in reaching this conclusion and in responding to this interrogatory.
- (g) Please provide all Documents that SolarEdge relied upon in reaching this conclusion and in responding to this interrogatory.
- (h) Please provide all Documents that Sun Direct relied upon in reaching this conclusion and in responding to this interrogatory.
- (i) Please provide all Documents that Sunnova relied upon in reaching this conclusion and in responding to this interrogatory.
- (j) Please provide all Documents that Tesla relied upon in reaching this conclusion and in responding to this interrogatory.
- (k) Please provide all Documents that Trinity Solar relied upon in reaching this conclusion and in responding to this interrogatory.

PPL to JSP-I-29

Re: Answer, pp. 2-3. The Answer claims that “the JSPs have witnessed that all of the above has increased costs to customers, deprived customers of the value of their DERs without compensation, deprived customers of their ability to choose the types of DERs in which they would invest, harmed customers' experience with D[E]Rs, with their solar system providers, and with PPL, and generally, deterred customers from adopting DERs in PPL territory.”

- (a) Please explain in detail how the Pilot Program has “increased costs to customers.”
- (b) Please explain in detail how the Pilot Program has “deprived customers of the value of their DERs without compensation.”
- (c) Please explain in detail how the Pilot Program has “harmed customers' experience with D[E]Rs.”

- (d) Please explain in detail how the Pilot Program has “harmed customers’ experience with . . . their solar system providers.”
- (e) Please explain in detail how the Pilot Program has “harmed customers’ experience with . . . PPL.”
- (f) Please explain in detail how the Pilot Program has “deterred customers from adopting DERs in PPL territory.”
- (g) Please provide all Documents that AHC relied upon in reaching this conclusion and in responding to this interrogatory.
- (h) Please provide all Documents that Enphase relied upon in reaching this conclusion and in responding to this interrogatory.
- (i) Please provide all Documents that SEIA relied upon in reaching this conclusion and in responding to this interrogatory.
- (j) Please provide all Documents that SolarEdge relied upon in reaching this conclusion and in responding to this interrogatory.
- (k) Please provide all Documents that Sun Direct relied upon in reaching this conclusion and in responding to this interrogatory.
- (l) Please provide all Documents that Sunnova relied upon in reaching this conclusion and in responding to this interrogatory.
- (m) Please provide all Documents that Tesla relied upon in reaching this conclusion and in responding to this interrogatory.
- (n) Please provide all Documents that Trinity Solar relied upon in reaching this conclusion and in responding to this interrogatory.

PPL to JSP-I-30

Re: Answer, p. 4. The Answer claims that the Pilot Program has “deprived customer- and third-party owners of the full value of the DERs in which they invested, without compensation.”

- (a) Please explain in detail how the Pilot Program has “deprived customer- and third-party owners of the full value of the DERs in which they invested, without compensation.”
- (b) Have the Joint Solar Parties performed any calculations, studies, or analyses quantifying the alleged value deprived to customer- and third-party owners by the Pilot Program? If so, please provide any such calculation, study, or analysis.

- (c) Please provide all Documents that AHC relied upon in reaching this conclusion and in responding to this interrogatory.
- (d) Please provide all Documents that Enphase relied upon in reaching this conclusion and in responding to this interrogatory.
- (e) Please provide all Documents that SEIA relied upon in reaching this conclusion and in responding to this interrogatory.
- (f) Please provide all Documents that SolarEdge relied upon in reaching this conclusion and in responding to this interrogatory.
- (g) Please provide all Documents that Sun Direct relied upon in reaching this conclusion and in responding to this interrogatory.
- (h) Please provide all Documents that Sunnova relied upon in reaching this conclusion and in responding to this interrogatory.
- (i) Please provide all Documents that Tesla relied upon in reaching this conclusion and in responding to this interrogatory.
- (j) Please provide all Documents that Trinity Solar relied upon in reaching this conclusion and in responding to this interrogatory.

PPL to JSP-I-31

Re: Answer, p. 5. The Joint Solar Parties claim that PPL Electric “has failed to evaluate alternative, potentially less costly, methods for achieving its program objectives (such as flexible interconnection processes that allow more DERs to interconnect without the need for grid upgrades; or Virtual Power Plants that compensate customers for having their DERs provide grid services when they are needed).”

- (a) Do the Joint Solar Parties assert that the Second DER Management Plan would prevent “flexible interconnection processes that allow more DERs to interconnect without the need for grid upgrades”?
- (b) Do the Joint Solar Parties assert that the Second DER Management Plan would prevent “Virtual Power Plants that compensate customers for having their DERs provide grid services when they are needed”?
- (c) Have any of the Joint Solar Parties performed any study, analysis, or cost benefit analysis related to flexible interconnections or Virtual Power Plants? If so, please provide any such study, analysis, or cost benefit analysis.

PPL to JSP-I-32

Re: Answer, p. 5. The Joint Solar Parties claim that PPL Electric “has failed to explain how its proposed program will not interfere with state and national clean energy objectives (for example, whether PPL’s management of customer generation will make it difficult for customers to participate in DER aggregation programs, as envisioned by FERC Order No. 2222, and being explored by this Commission, in its February 22, 2024 Advance Notice of Proposed Rulemaking Order (L-2023-3044115), or with PURPA’s mandate that utilities allow customers to self-generate electricity and be compensated for it).”

- (a) Please explain the detail how the Second DER Management Plan would “interfere with state and national clean energy objectives.”
- (b) Please explain in detail how the Second DER Management Plan would “make it difficult for customers to participate in DER aggregation programs.”
- (c) Please explain in detail how the Second DER Management Plan conflicts with FERC Order No. 2222.
- (d) Please explain in detail how the Second DER Management Plan conflicts with “PURPA’s mandate that utilities allow customers to self-generate electricity and be compensated for it.”

PPL to JSP-I-33

Re: Protest, pp. 13-15.

- (a) Please produce any studies sponsored, in whole or in part, by any of the Joint Solar Parties that evaluated the effectiveness and/or costs of any DER interconnection requirements or DER function implementations intended to reduce the impact of DERs, improve distribution system voltage management, or facilitate greater DER penetration.
- (b) Please produce any studies performed, in whole or in part, by any of the Joint Solar Parties that evaluated the effectiveness and/or costs of any DER interconnection requirements or DER function implementations intended to reduce the impact of DERs, improve distribution system voltage management, or facilitate greater DER penetration.

PPL to JSP-I-34

Re: Protest, p. 14. Has Tesla submitted any of its inverters or equipment for PPL Electric to test and evaluate for inclusion on the Company’s Approved Inverter List? If so, please identify all such inverters or equipment and when Tesla submitted each of them for approval. If not, please explain in detail why not.

PPL to JSP-I-35

Re: Protest, p. 15. The Joint Solar Parties allege that the “[h]arms to the public interest” include “the impacts in Pennsylvania and beyond of creating an inconsistent patchwork of interconnection requirements.”

- (a) Is it the Joint Solar Parties’ position that the interconnection requirements for all other electric utilities, besides PPL Electric, are the same? If not, please explain in detail the differences among those utilities’ interconnection requirements.
- (b) Is it the Joint Solar Parties’ position that the interconnection requirements for all other states, besides Pennsylvania, are the same? If not, please explain in detail the differences among those utilities’ interconnection requirements.
- (c) Are the Joint Solar Parties aware of any electric utility or state requirements that reference or implement the data interoperability functionality specified in Clause 10 of IEEE 1547-2018? If so, please identify all such electric utility or state requirements and provide copies of all Documents relied upon in reaching that conclusion and in responding to this interrogatory.

PPL to JSP-I-36

Re: Petition to Intervene, p. 1. Have any of the Joint Solar Parties received anything of financial value in exchange for participating in this proceeding? If so, for each item received please identify:

- (a) What was received;
- (b) The entity that received it;
- (c) The entity that provided it;
- (d) When it was offered; and
- (e) When it was accepted.

PPL to JSP-I-37

Re: Petition to Intervene, p. 1. Have any of the Joint Solar Parties offered anything of financial value to another entity in exchange for participating in this proceeding? If so, please identify:

- (a) What was offered;
- (b) The entity(s) that were offered it;

- (c) The entity(s) that offered it;
- (d) When it was offered;
- (e) Whether it was accepted or rejected; and
- (f) When it was accepted or rejected.

PPL to JSP-I-38

Re: Joint Solar Parties' Prehearing Memorandum, p. 7. Please identify each person you plan to call as a fact witness in this proceeding. For each person, please:

- (a) Provide the person's name, business address, background, and qualifications;
- (b) Explain in detail the subject matter(s) on which the witness is expected to testify; and
- (c) Provide the source(s) of information relied upon or referenced by the witness.

PPL to JSP-I-39

Re: Joint Solar Parties' Prehearing Memorandum, p. 7. Please identify each person you plan to call as an expert witness in this proceeding. For each person, please:

- (a) Provide the person's name, business address, background, and qualifications;
- (b) Explain in detail the subject matter(s) on which the witness is expected to testify;
- (c) Provide the source(s) of information relied upon or referenced by the witness; and
- (d) Provide a copy of the expert witness's current curriculum vitae.

## **APPENDIX B**

### **Objections of the Joint Solar Parties to the Interrogatories and Requests for Production of Documents Propounded by PPL Electric – Set I**

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of PPL Electric Utilities Corporation for :  
Approval of its : Docket No. P-2024-3049223  
Second Distributed Energy :  
Resources Management Plan :

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**OBJECTIONS TO  
INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS  
PROPOUNDED BY  
PPL ELECTRIC UTILITIES CORPORATION  
ON THE JOINT SOLAR PARTIES – SET 1**

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Background

On Tuesday, August 27, 2024 at 4:30 PM, EST, PPL Electric Utilities Corporation (“PPL”) propounded its Interrogatories and Requests for Production of Documents on the Joint Solar Parties – Set I, consisting of 39 separate general requests with multiple specific subparts. On August 28, 2024, the Joint Solar Parties (“JSPs”) requested that all deadlines, including provision of oral and written objections be moved back by one week, which request PPL granted. The parties conferred via telephone on September 5, 2024. The JSPs confirmed their understanding of the status of their objections via e-mail dated September 6, 2024. On September 10, 2024, PPL responded with further clarifications and asked if its e-mail resolved the JSPs’ concerns. The JSPs responded in an e-mail also dated September 10, 2024. A copy of an e-mail chain containing the parties’ September 6<sup>th</sup> and 10<sup>th</sup> exchanges is appended hereto as Appendix A.

The JSPs’ timely-served written Objections now follow:

1. The Joint Solar Parties (“JSPs”) object to the provision of very confidential/highly sensitive and trade secret pricing information as requested in PPL to JSP-I-1(a)(3)<sup>1</sup> and I-23,<sup>2</sup> on grounds of its commercial sensitivity. Following our September 5<sup>th</sup> tele-conference and investigation into the possibility of producing this information, the JSPs are now add that they object to the interrogatories on grounds that they impose a significant burden on the JSPs of determining the price paid for each inverter used in Pennsylvania,<sup>3</sup> involving, at a minimum, their conferring with each of the parties to non-disclosure agreements associated with such purchases. The JSPs assert the same

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<sup>1</sup> PPL to JSP-I-1(a)(3) inquires into the purchase price of each inverter used by each solar installer JSP in Pennsylvania throughout the duration of the Pilot.

<sup>2</sup> PPL to JSP-I-1(2) inquires into one of the JSP’s allegations that the Pilot Program’s limits on eligible smart inverters inflates the prices of inverters.

<sup>3</sup> We agreed in our telephone conference of September 5, 2024 that the scope of PPL’s Interrogatory is the duration of the Pilot, or since January 1, 2021.

objections with regard to Interrogatories which do not expressly call for pricing information, but where provision of same might be required to fully respond to interrogatory requests (for example, PPL to JSP-I-2(a)(7)).<sup>4</sup> Notwithstanding the foregoing, the JSPs are in the process of diligently attempting to secure responsive information so as to produce it in accordance with an appropriate protective order, seek entry of the stipulated agreement as an order, and seek inclusion of protection for Trade Secret information.

2. The JSPs object to PPL to JSP-I-2(a)(4),<sup>5</sup> which asks for the addresses of each planned installation that did not go forward because of the Pilot Program, as requesting irrelevant information. In our September 5, 2024 telephone conference, PPL indicated it sought address information in order to determine if there may have been a technical reason preventing the sale that PPL could have addressed. We stated in the conference that the address information was not relevant where the reason for a sale not going forward was, for example, the inability to use a particular product in PPL's service territory, as would be a response to PPL to JSP-I-2(a)(7). On September 10, 2024, PPL asserted that relevance is not a ground for objections in Pennsylvania Public Utility Commission ("PaPUC") proceedings, and maintained its requests for addresses in the Interrogatories but agreed that as to sales that did not go forward, that the scope would be limited to provision of the municipality. The JSPs in a September 10, 2024 stated their disagreement that relevance is a basis for objection, cited 52 Pa. Code 5.321, and stated that they maintain their concern with regard to additional interrogatories in which addresses of customers or potential customers are sought, for example, PPL to JSP-I-11. The JSPs also note that 66 Pa. C.S. 333(d) also limits discovery to information that is relevant. Notwithstanding the foregoing, the JSPs are diligently attempting to determine if they may provide this information in conjunction with an appropriate protective order, and/or can provide information by municipality.
3. The JSPs maintain their burdensomeness and relevance objections to PPL to JSP-I-1(a)(4), which inquires into the quantity of inverters in each solar installer's current inventory of each inverter used by each solar installer in PA. As to burdensomeness, for some installers, the inquiry will require numerous communications with numerous employees in numerous locations. Additionally, as stated in our September 6, 2024 e-mail, we questioned the relevance of inventory where the problem faced by the installer is simply that the product cannot be used in PPL territory, and the relevance of "current inventory" to purchases made previously. Notwithstanding the foregoing, the JSPs are diligently attempting to secure the requested information.
4. The JSPs continue to object to the use of the term "grid code" in Interrogatories PPL to JSP-I-4(a)(4) and (5), I-14, I-16, I-17, I-19 on vagueness grounds, and are as of the time of serving these Objections, seeking to determine whether the definition offered in PPL's

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<sup>4</sup> PPL to JSP I-1(a)(7) inquires into reasons installers' potential sales did not go forward because of the Pilot Program.

<sup>5</sup> PPL to JSP-I-2(a)(4) inquires into addresses of planned installations that did not go forward because of the Pilot Program.

September 10, 2024 e-mail resolves the JSPs' objection.

Dated: September 10, 2024

## Appendix A

Tuesday, September 10, 2024 at 15:30:37 Eastern Daylight Time

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**Subject:** RE: follow-up on objections -- And --  
**Date:** Tuesday, September 10, 2024 at 2:27:57 PM Eastern Daylight Time  
**From:** Bicky Corman  
**To:** dryan@postschell.com, kklock@pplweb.com, Rulli, Megan

Devin – thank you for your responses. We will file written objections today as noted below in [green](#).

In addition, we would like to make sure that the Stipulated Protective Agreement gets entered as an Order, and would like to make clear that it covers “Trade Secret,” perhaps included in the list of “examples” of covered Highly Confidential information in Paragraph 3. Please let us know how we may take steps to have the Stipulated Protective Agreement entered as an Order.

Finally, please let us know what we or PPL may do in order to try to ensure we are on the Commission’s agenda for Thursday, the 12<sup>th</sup>, to entertain the parties’ petition for an extension of the Pilot.

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**From:** Ryan, Devin <[DRyan@PostSchell.com](mailto:DRyan@PostSchell.com)>  
**Date:** Tuesday, September 10, 2024 at 11:49 AM  
**To:** Bicky Corman <[bcorman@bickycormanlaw.com](mailto:bcorman@bickycormanlaw.com)>  
**Cc:** Kimberly Klock (<[kklock@pplweb.com](mailto:kklock@pplweb.com)>) <[KKlock@pplweb.com](mailto:KKlock@pplweb.com)>, Rulli, Megan <[MRulli@PostSchell.com](mailto:MRulli@PostSchell.com)>  
**Subject:** RE: follow-up on objections

Good morning, Bicky,

PPL responds to each of your points as follows:

With regard to our objection regarding provision of pricing information in I-1(a)(3) and I-23 – we are investigating what we can do about the confidentiality and competitiveness restrictions we face in providing that information. I will not have an answer tho until next week on whether we believe we can address our concerns or need to maintain an objection.

**Response:** As we discussed, confidentiality is not a grounds for objection in PaPUC proceedings; confidentiality only matters for purposes of how the information is treated in the proceeding. Also, the information directly pertains to the merits of the JSPs’ claims about the impact of the Company’s pilot program and proposed Second DER Management Plan. The JSPs cannot make generalized claims about the cost impacts of the Company’s pilot program and Second DER Management Plan and then withhold disclosure of the underlying data and information that would enable the parties to evaluate and verify those impacts and quantify the extent of such impacts.

**Reply:** the JSPs will maintain their objection based on confidentiality

**and trade secret, among others, and as follow up to our discussion and your response today, conclude that we will assert as well an objection based on burdensomeness, due to the numerous efforts, correspondence, and time that will be involved in conferring with multiple parties to NDAs in other words, the numerous steps and time required to communicate with every part with whom the installers have NDAs covering pricing. Please note the objections will extend to discovery requests that do not explicitly seek pricing information, but that would pertain to the JSPs' responding thereto. Thus, we maintain our objection based on confidentiality and assert an objection based on burdensomeness. But notwithstanding the foregoing, the JSPs are diligently exploring whether and how they may provide responsive information under an appropriate protective order and will so state in their objections.**

With regard to our objection re provision of addresses:

Re I-2(a)(4) – we are likely to maintain our objection to provision of addresses where the reasons the sales did not move forward (I-2(a)(7)) are exclusively that the product is not allowed under the pilot, i.e., address information is irrelevant;

Elsewhere – we are continuing to evaluate – I do not have an answer yet as to whether we will continue to pose an objection.

Response: Relevance is not a ground for objections in PaPUC proceedings. The address is reasonably calculated to lead to the discovery of admissible evidence. This is especially true for the JSPs' allegations about: (1) PPL's DER Management devices causing damage to SolarEdge's inverters; and (2) PPL's pilot program causing delays for Trinity Solar projects. It is impossible for PPL to investigate the JSPs' claims without knowing where they allegedly occurred. Consider if PPL did not provide any addresses when alerting Tesla to the damage Tesla caused to PPL's DER management devices. How could have Tesla investigated those incidents without knowing where they occurred? As for the addresses of where the sales did not move forward, we would be willing to limit the scope to the municipality (e.g., Camp Hill, PA) as part of resolving all of the JSPs' objections. Specifically, under that proposal, PPL to JSP-I-2(a)(4) would read as follows: "The municipality of the planned installation."

**Reply: We disagree. 52 Pa. Code 5.321 permits discovery regarding any matter which is relevant to the subject matter involved in the pending action. Accordingly, the JSPs will maintain their objection. Notwithstanding the foregoing, the JSPs are diligently exploring the provision of some or all address information pursuant to an appropriate protective order, and/or identification by municipality, and will so state in their objections.**

I did not previously pose as an objection but may wish to do so – In I-1(a)(4), you

inquire about the quantity of inverters in the solar installer's current inventory in PA. We may wish to object based on burdensomeness and relevance. Could you kindly explain your basis for seeking this information? Especially where the problem faced by the installer is simply that the product cannot be used in PPL territory, we are trying to understand the relevance of information on how many inverters the installer currently maintains. We note too that "current" inventory could be meaningless with regard to projects being installed, for example, in 2022.

**Response:** As stated above, relevance is not a ground for objections in PaPUC proceedings. Further, the quantity of inverters is critically important and relevant. The JSPs make several claims about projects not being able to move forward due to the unavailability of compliant inverters. For example, the JSPs state on page 9 of the Petition to Intervene how "Trinity Solar reports . . . that PPL's limits on eligible smart inverters . . . causes delays in supply deliveries [and] delays on installations due to equipment availability." We want to know how many compliant inverters are in the installers' current inventory to see if there is any validity to their claims that they are having difficulty sourcing a sufficient number of compliant inverters for projects in PPL's service territory. The number of non-compliant inverters is also important. As explained in PPL's Petition, the PUC's regulations require inverters that are certified to IEEE 1547-2018 and UL 1741-SB. It would be relevant to know whether the installers' inverter inventories have non-compliant inverters that could not be used for projects because they: (1) fail to meet those standards; and/or (2) are not on PPL's approved inverter list. Lastly, I fail to see how the request could be unduly burdensome. We are asking for numbers that the solar installers should readily have about their inverter inventories. Could you explain how many hours it would take each of the solar installers to compile this information and explain why it would take that long?

**Reply:** Please see above re relevance. We appreciate your explaining your basis, as we requested, but we are not likely to be able to respond today to your inquiries into how many hours it would take each of the solar installers to compile the requested information and why. As a preliminary response -- reasons include -- numerous warehouses all over Pennsylvania; that the question inquires into the installer's current inventory of inverters used in Pennsylvania (i.e., not necessarily being stored in Pennsylvania) including its standards compliance status; and that the warehouses do not necessarily maintain the information in the form requested (total numbers of "each" inverter, which we would understand to mean inverter model). Notwithstanding the foregoing, the JSPs are diligently attempting to secure the information requested in I-1(a)(4), and will so state in their objections.

You were getting back to me re our burdensomeness objection to SEIA's inquiring of its 1200+ members whether they (directly or indirectly?) operate in PPL's territory. We had indicated we could provide (anecdotal) information on members we know about.

Response: As part of resolving all of the JSPs' objections, we would be willing to withdraw the second part of PPL to JSP-I-7. Specifically, under that proposal, the interrogatory would read as follows: "Please identify every member of SEIA. Please produce all Documents relied upon in responding to this interrogatory."

**I cannot say for certain this afternoon as SEIA is also at the conference in California today referred to below.**

You were going to ascertain if there is a newer list of Approved Inverters.

Response: The approved inverter list was last updated on August 29, 2024. A copy can be obtained here: <https://www.pplelectric.com/-/media/PPLElectric/At-Your-Service/Docs/REMSI/Metering-Equipment-Tables/PPL-EU-Smart-Inverter-List.ashx>

**No Reply required.**

You were going to provide a definition of "grid code."

Response: "Grid code" in PPL to JSP-I-14(a)(4)-(5) refers to the same code set on the inverters that PPL and Tesla have been adjusting to resolve the communications issues on the Delta and Solar Edge inverters at Tesla solar installations in PPL's service territory. These codes are sometimes also referred to as "utility codes" or "inverter country settings." As examples, below are the utility codes for Delta inverters:

0 = IEEE 1547-2003  
1 = IEEE 1547a-2014  
2 = UL 1741SA - California  
3 = UL 1741SA - Hawaii, Oahu, Maui  
4 = UL 1741SA - Molokai, Lanai  
5 = Puerto Rico  
6 = ISO-New England  
7 = NYSEG  
9 = UL 1741SA - Kauai  
10 = IEEE 1547-2018  
11 = IEEE 1547a-2018 - Hawaii  
12 = IEEE 1547a-2018 - NY

Further, the inverter country settings for SolarEdge inverters can be found in this document: [https://knowledge-center.solaredge.com/sites/kc/files/se\\_inverters\\_supported\\_countries.pdf](https://knowledge-center.solaredge.com/sites/kc/files/se_inverters_supported_countries.pdf)

**We will discuss internally if this definition provides enough clarity to overcome a vagueness objection. We may not be able to have an answer today before filing, as relevant parties are at an all-day**

**conference in California, i.e., a different time zone. Accordingly, I expect that by the time we need to file our Objections (approx. 4:00 PM EST), we will continue to assert the vagueness objection but indicate we are trying still to resolve it and provide the requested information.**

Please let us know if these explanations and proposals resolve the JSPs' objections. Unless the JSPs can agree to providing this information as set forth above, the JSPs will need to serve written objections today (*i.e.*, the due date under the previously-agreed upon extension), and PPL will follow with a Motion to Compel.

Thank you.

**Devin T. Ryan**  
**Principal**  
**Post & Schell, P.C.**  
One Oxford Centre  
301 Grant Street, Suite 3010  
Pittsburgh, PA 15219  
Phone: (717) 612-6052  
Email: [dryan@postschell.com](mailto:dryan@postschell.com)

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**From:** Bicky Corman <[bcorman@bickycormanlaw.com](mailto:bcorman@bickycormanlaw.com)>  
**Sent:** Friday, September 6, 2024 1:15 PM  
**To:** Ryan, Devin <[DRyan@PostSchell.com](mailto:DRyan@PostSchell.com)>  
**Subject:** follow-up on objections

**ALERT: This message originated outside of Post & Schell's network. BE CAUTIOUS before clicking any link or attachment.**

Hi, Devin.

Just to follow up on objections I conveyed orally on 9/5 on behalf of the JSPs:

With regard to our objection regarding provision of pricing information in I-1(a)(3) and I-23 – we are investigating what we can do about the confidentiality and competitiveness restrictions we face in providing that information. I will not have an answer tho until next week on whether we believe we can address our concerns or need to maintain an objection.

With regard to our objection re provision of addresses:

Re I-2(a)(4) – we are likely to maintain our objection to provision of addresses where the reasons the sales did not move forward (I-2(a)(7)) are exclusively that the product is not allowed under the pilot, *i.e.*, address information is irrelevant;

Elsewhere – we are continuing to evaluate – I do not have an answer yet

as to whether we will continue to pose an objection.

I did not previously pose as an objection but may wish to do so – In I-1(a)(4), you inquire about the quantity of inverters in the solar installer’s current inventory in PA. We may wish to object based on burdensomeness and relevance. Could you kindly explain your basis for seeking this information? Especially where the problem faced by the installer is simply that the product cannot be used in PPL territory, we are trying to understand the relevance of information on how many inverters the installer currently maintains. We note too that “current” inventory could be meaningless with regard to projects being installed, for example, in 2022.

You were getting back to me re our burdensomeness objection to SEIA’s inquiring of its 1200+ members whether they (directly or indirectly?) operate in PPL’s territory. We had indicated we could provide (anecdotal) information on members we know about.

You were going to ascertain if there is a newer list of Approved Inverters.

You were going to provide a definition of “grid code.”

I am happy to speak about any of the foregoing, or can check in with you next week.

Thank you, and if we don’t speak, have a great weekend.

Bicky

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## **APPENDIX C**

### **Emails Between the Joint Solar Parties' Counsel and PPL Electric's Counsel Attempting to Resolve the Discovery Dispute**

## Rulli, Megan

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**From:** Bicky Corman <bcorman@bickycormanlaw.com>  
**Sent:** Tuesday, September 10, 2024 2:28 PM  
**To:** Ryan, Devin; kklock@pplweb.com; Rulli, Megan  
**Subject:** RE: follow-up on objections -- And --

**ALERT: This message originated outside of Post & Schell's network. BE CAUTIOUS before clicking any link or attachment.**

Devin – thank you for your responses. We will file written objections today as noted below in **green**.

In addition, we would like to make sure that the Stipulated Protective Agreement gets entered as an Order, and would like to make clear that it covers “Trade Secret,” perhaps included in the list of “examples” of covered Highly Confidential information in Paragraph 3. Please let us know how we may take steps to have the Stipulated Protective Agreement entered as an Order.

Finally, please let us know what we or PPL may do in order to try to ensure we are on the Commission’s agenda for Thursday, the 12<sup>th</sup>, to entertain the parties’ petition for an extension of the Pilot.

---

**From:** Ryan, Devin <DRyan@PostSchell.com>  
**Date:** Tuesday, September 10, 2024 at 11:49 AM  
**To:** Bicky Corman <bcorman@bickycormanlaw.com>  
**Cc:** Kimberly Klock (kklock@pplweb.com) <KKlock@pplweb.com>, Rulli, Megan <MRulli@PostSchell.com>  
**Subject:** RE: follow-up on objections

Good morning, Bicky,

PPL responds to each of your points as follows:

With regard to our objection regarding provision of pricing information in I-1(a)(3) and I-23 – we are investigating what we can do about the confidentiality and competitiveness restrictions we face in providing that information. I will not have an answer tho until next week on whether we believe we can address our concerns or need to maintain an objection.

**Response:** As we discussed, confidentiality is not a grounds for objection in PaPUC proceedings; confidentiality only matters for purposes of how the information is treated in the proceeding. Also, the information directly pertains to the merits of the JSPs’ claims about the impact of the Company’s pilot program and proposed Second DER Management Plan. The JSPs cannot make generalized claims about the cost impacts of the Company’s pilot program and Second DER Management Plan and then withhold disclosure of the underlying data and information that would enable the parties to evaluate and verify those impacts and quantify the extent of such impacts.

**Reply:** the JSPs will maintain their objection based on confidentiality and trade secret, among others, and as follow up to our discussion and your response today, conclude that we will assert as well an objection based on burdensomeness, due to the numerous efforts, correspondence, and time that will be involved in conferring with multiple parties to NDAs in other words, the numerous steps and time required to communicate with every part with

whom the installers have NDAs covering pricing. Please note the objections will extend to discovery requests that do not explicitly seek pricing information, but that would pertain to the JSPs' responding thereto. Thus, we maintain our objection based on confidentiality and assert an objection based on burdensomeness. But notwithstanding the foregoing, the JSPs are diligently exploring whether and how they may provide responsive information under an appropriate protective order and will so state in their objections.

With regard to our objection re provision of addresses:

Re I-2(a)(4) – we are likely to maintain our objection to provision of addresses where the reasons the sales did not move forward (I-2(a)(7)) are exclusively that the product is not allowed under the pilot, i.e., address information is irrelevant;

Elsewhere – we are continuing to evaluate – I do not have an answer yet as to whether we will continue to pose an objection.

Response: Relevance is not a ground for objections in PaPUC proceedings. The address is reasonably calculated to lead to the discovery of admissible evidence. This is especially true for the JSPs' allegations about: (1) PPL's DER Management devices causing damage to SolarEdge's inverters; and (2) PPL's pilot program causing delays for Trinity Solar projects. It is impossible for PPL to investigate the JSPs' claims without knowing where they allegedly occurred. Consider if PPL did not provide any addresses when alerting Tesla to the damage Tesla caused to PPL's DER management devices. How could have Tesla investigated those incidents without knowing where they occurred? As for the addresses of where the sales did not move forward, we would be willing to limit the scope to the municipality (e.g., Camp Hill, PA) as part of resolving all of the JSPs' objections. Specifically, under that proposal, PPL to JSP-I-2(a)(4) would read as follows: "The municipality of the planned installation."

**Reply: We disagree. 52 Pa. Code 5.321 permits discovery regarding any matter which is relevant to the subject matter involved in the pending action. Accordingly, the JSPs will maintain their objection. Notwithstanding the foregoing, the JSPs are diligently exploring the provision of some or all address information pursuant to an appropriate protective order, and/or identification by municipality, and will so state in their objections.**

I did not previously pose as an objection but may wish to do so – In I-1(a)(4), you inquire about the quantity of inverters in the solar installer's current inventory in PA. We may wish to object based on burdensomeness and relevance. Could you kindly explain your basis for seeking this information? Especially where the problem faced by the installer is simply that the product cannot be used in PPL territory, we are trying to understand the relevance of information on how many inverters the installer currently maintains. We note too that "current" inventory could be meaningless with regard to projects being installed, for example, in 2022.

Response: As stated above, relevance is not a ground for objections in PaPUC proceedings. Further, the quantity of inverters is critically important and relevant. The JSPs make several claims about projects not being able to move forward due to the unavailability of compliant inverters. For example, the JSPs state on page 9 of the Petition to Intervene how "Trinity Solar reports . . . that PPL's limits on eligible smart inverters . . . causes delays in supply deliveries [and] delays on installations due to equipment availability." We want to know how many compliant inverters are in the installers' current inventory to see if there is any validity to their claims that they are having difficulty sourcing a sufficient number of compliant inverters for projects in PPL's service territory. The number of non-compliant inverters is also

important. As explained in PPL's Petition, the PUC's regulations require inverters that are certified to IEEE 1547-2018 and UL 1741-SB. It would be relevant to know whether the installers' inverter inventories have non-compliant inverters that could not be used for projects because they: (1) fail to meet those standards; and/or (2) are not on PPL's approved inverter list. Lastly, I fail to see how the request could be unduly burdensome. We are asking for numbers that the solar installers should readily have about their inverter inventories. Could you explain how many hours it would take each of the solar installers to compile this information and explain why it would take that long?

**Reply: Please see above re relevance. We appreciate your explaining your basis, as we requested, but we are not likely to be able to respond today to your inquiries into how many hours it would take each of the solar installers to compile the requested information and why. As a preliminary response -- reasons include -- numerous warehouses all over Pennsylvania; that the question inquires into the installer's current inventory of inverters used in Pennsylvania (i.e., not necessarily being stored in Pennsylvania) including its standards compliance status; and that the warehouses do not necessarily maintain the information in the form requested (total numbers of "each" inverter, which we would understand to mean inverter model). Notwithstanding the foregoing, the JSPs are diligently attempting to secure the information requested in I-1(a)(4), and will so state in their objections.**

You were getting back to me re our burdensomeness objection to SEIA's inquiring of its 1200+ members whether they (directly or indirectly?) operate in PPL's territory. We had indicated we could provide (anecdotal) information on members we know about.

Response: As part of resolving all of the JSPs' objections, we would be willing to withdraw the second part of PPL to JSP-I-7. Specifically, under that proposal, the interrogatory would read as follows: "Please identify every member of SEIA. Please produce all Documents relied upon in responding to this interrogatory."

**I cannot say for certain this afternoon as SEIA is also at the conference in California today referred to below.**

You were going to ascertain if there is a newer list of Approved Inverters.

Response: The approved inverter list was last updated on August 29, 2024. A copy can be obtained here: <https://www.pplelectric.com/-/media/PPLElectric/At-Your-Service/Docs/REMSI/Metering-Equipment-Tables/PPL-EU-Smart-Inverter-List.ashx>

**No Reply required.**

You were going to provide a definition of "grid code."

Response: "Grid code" in PPL to JSP-I-14(a)(4)-(5) refers to the same code set on the inverters that PPL and Tesla have been adjusting to resolve the communications issues on the Delta and Solar Edge inverters at Tesla solar installations in PPL's service territory. These codes are sometimes also referred to as "utility codes" or "inverter country settings." As examples, below are the utility codes for Delta inverters:

0 = IEEE 1547-2003  
1 = IEEE 1547a-2014  
2 = UL 1741SA - California

- 3 = UL 1741SA - Hawaii, Oahu, Maui
- 4 = UL 1741SA - Molokai, Lanai
- 5 = Puerto Rico
- 6 = ISO-New England
- 7 = NYSEG
- 9 = UL 1741SA - Kauai
- 10 = IEEE 1547-2018
- 11 = IEEE 1547a-2018 - Hawaii
- 12 = IEEE 1547a-2018 - NY

Further, the inverter country settings for SolarEdge inverters can be found in this document:  
[https://knowledge-center.solaredge.com/sites/kc/files/se\\_inverters\\_supported\\_countries.pdf](https://knowledge-center.solaredge.com/sites/kc/files/se_inverters_supported_countries.pdf)

We will discuss internally if this definition provides enough clarity to overcome a vagueness objection. We may not be able to have an answer today before filing, as relevant parties are at an all-day conference in California, i.e., a different time zone. Accordingly, I expect that by the time we need to file our Objections (approx. 4:00 PM EST), we will continue to assert the vagueness objection but indicate we are trying still to resolve it and provide the requested information.

Please let us know if these explanations and proposals resolve the JSPs' objections. Unless the JSPs can agree to providing this information as set forth above, the JSPs will need to serve written objections today (*i.e.*, the due date under the previously-agreed upon extension), and PPL will follow with a Motion to Compel.

Thank you.

**Devin T. Ryan**  
**Principal**  
**Post & Schell, P.C.**  
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Pittsburgh, PA 15219  
Phone: (717) 612-6052  
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**From:** Bicky Corman <bcorman@bickycormanlaw.com>  
**Sent:** Friday, September 6, 2024 1:15 PM  
**To:** Ryan, Devin <DRyan@PostSchell.com>  
**Subject:** follow-up on objections

**ALERT: This message originated outside of Post & Schell's network. BE CAUTIOUS before clicking any link or attachment.**

Hi, Devin.

Just to follow up on objections I conveyed orally on 9/5 on behalf of the JSPs:

With regard to our objection regarding provision of pricing information in I-1(a)(3) and I-23 – we are investigating what we can do about the confidentiality and competitiveness restrictions we face in providing that information. I will not have an answer tho until next week on whether we believe we can address our concerns or need to maintain an objection.

With regard to our objection re provision of addresses:

Re I-2(a)(4) – we are likely to maintain our objection to provision of addresses where the reasons the sales did not move forward (I-2(a)(7)) are exclusively that the product is not allowed under the pilot, i.e., address information is irrelevant;

Elsewhere – we are continuing to evaluate – I do not have an answer yet as to whether we will continue to pose an objection.

I did not previously pose as an objection but may wish to do so – In I-1(a)(4), you inquire about the quantity of inverters in the solar installer’s current inventory in PA. We may wish to object based on burdensomeness and relevance. Could you kindly explain your basis for seeking this information? Especially where the problem faced by the installer is simply that the product cannot be used in PPL territory, we are trying to understand the relevance of information on how many inverters the installer currently maintains. We note too that “current” inventory could be meaningless with regard to projects being installed, for example, in 2022.

You were getting back to me re our burdensomeness objection to SEIA’s inquiring of its 1200+ members whether they (directly or indirectly?) operate in PPL’s territory. We had indicated we could provide (anecdotal) information on members we know about.

You were going to ascertain if there is a newer list of Approved Inverters.

You were going to provide a definition of “grid code.”

I am happy to speak about any of the foregoing, or can check in with you next week.

Thank you, and if we don’t speak, have a great weekend.

Bicky

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## VERIFICATION

I, ALIESHA DOMBROWSKI-DIAMOND, being the Supervising Engineer at PPL Services Corporation, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief and that I expect PPL Electric Utilities Corporation to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

Date: 09/13/2024

*Aliesha Dombrowski-Diamond*  
Aliesha Dombrowski-Diamond (Sep 13, 2024 10:56 EDT)

Aliesha Dombrowski-Diamond