

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

**FLORIDA RISING’S, LEAGUE OF UNITED LATIN AMERICAN CITIZENS’, &
ENVIRONMENTAL CONFEDERATION OF SOUTHWEST FLORIDA’S
RESPONSE IN OPPOSITION TO FIPUG’S MOTION TO QUASH DISCOVERY**

Florida Rising, Inc., LULAC Florida, Inc., better known as the League of United Latin American Citizens of Florida (“LULAC”), and the Environmental Confederation of Southwest Florida, Inc. (“ECOSWF”) (collectively, “FEL”), hereby respond in opposition to the Florida Industrial Power Users Group’s (“FIPUG’s”) Motion to Quash FEL’s First Set of Interrogatories (Nos. 1-7) and First Request for Production of Documents to FIPUG (“Motion to Quash”).¹ For ease of reference, the originally filed discovery is attached as Exhibit A, and the renewed discovery is attached as Exhibit B. The general standard for review on a motion for protective order is “the baseline test for discovery is always relevance to the disputed issues of the underlying action.” *Owners Insurance Co. v. Armour*, 303 So. 3d 263, 267 (Fla. 2d DCA 2020) (internal quotations omitted).²

¹ The Florida Rules of Civil Procedure no longer expressly allow a motion to quash, and FIPUG cites no law or Florida rule that allow a motion to quash discovery. Florida Rule of Civil Procedure 1.280(d) does provide for protective orders by motion “by the person from whom discovery is sought, and for good cause shown.” The Commission should treat FIPUG’s Motion to Quash as a Motion for a Protective Order, although FIPUG cannot meet its burden to show good cause why the Motion to Quash should be granted.

² Other than a general reference to Florida Rule of Civil Procedure 1.280, FIPUG’s Motion to Quash contains no citations or arguments based on Florida law. FEL questions whether the Motion to Quash complies with the requirement that all motions “shall fully state the action requested and the *grounds relied upon*” and, given that only apparently FEL was consulted, whether it “include[s] a statement that the movant has conferred with *all other parties of record*.” Fla. Admin. Code R. 28-106.204 (emphasis added).

I. FIPUG’S MOTION TO QUASH IS UNTIMELY

As noted in FIPUG’s Motion to Quash, the discovery at issue was originally filed June 25, 2025. Following an informal discussion, FEL agreed to extend the deadline for that discovery to July 23, 2025. FEL never withdrew that discovery, and FIPUG sought no further extensions of the due date for that discovery. Now, more than two months after the discovery has been filed, FIPUG has filed a motion to quash that discovery, without citation to any rule or law allowing it to do so. Such objection, more than a month after the discovery was due, is untimely and therefore waived. *Bainter v. League of Women Voters of Florida*, 150 So. 3d 1115, 1127-31 (Fla. 2014) (failure to timely raise objections in motion for protective order waives the objections); *Insurance Co. of N. Am. v. Noya*, 398 So. 2d 836, 838 (Fla. 5th DCA 1981) (parties required to “file timely motions to quash . . . in order to limit discovery of documents and materials otherwise within the scope of discovery. Failure to take such timely action waives these objections . . .”).

FIPUG’s standing to participate in this case is certainly relevant. The Order granting intervention to FIPUG in this proceeding specifically found that “FIPUG’s petition to intervene shall be granted, subject to proof of standing or stipulations that there are sufficient facts to support all elements for standing.” Order No. PSC-2025-0080-PCO-EI at 2 (Mar. 27, 2025). No stipulations have been entered and given that no evidence has been admitted into the record yet, FIPUG’s standing to participate in this proceeding is squarely at issue.

Under Florida common law, unincorporated associations have no legal existence and thus no right to sue or be sued in their common name. *See, e.g., I.W. Phillips & Co. v. Hall*, 128 So. 635, 637 (Fla. 1930); *Johnston v. Meredith*, 840 So. 2d 315, 316 (Fla. 3d DCA 2003); *Larkin v. Buranosky*, 973 So. 2d 1286, 1287 (Fla. 4th DCA 2008). Additionally, Florida lacks an enabling

statute allowing unincorporated associations to be sued in their own names; therefore, the common law rule continues to exist in Florida. *Larkin*, 973 So. 2d at 1287. Accordingly, the Florida Industrial Power Users Group (“FIPUG”), an ad hoc unincorporated group, likely lacks the legal capacity to intervene in rate cases.

Florida courts and administrative divisions have similarly held that unincorporated associations may not bring administrative claims. *Cape Cave Corp. v. State Dep’t of Envtl. Reg.*, 498 So. 2d 1309, 1310–11 (Fla. 1st DCA 1986); *Palm Beach Cnty. Envtl. Coalition v. Dep’t of Community Affairs*, No. 10-5608GM, at 2 (Fla. DOAH Sept. 16, 2010) (Recommended Order) (dismissing an unincorporated organization’s claim and concluding it had “no standing to initiate or intervene” in a proceeding challenging an amendment to a comprehensive plan); *West Volusia County v. Arboretum Development Group, Inc.*, No. 86-2463, at 10 (Fla. Dep’t Env. Reg. Mar. 20, 1987) (holding that an unincorporated association lacks legal capacity to intervene in Chapter 403 administrative proceeding); *cf. Mid-Chattahoochee River Users v. Fla. Dept. of Envtl. Protec.*, 948 So. 2d 794, 799 (Fla. 1st DCA 2006) (affirming denial of standing of an unincorporated association to challenge a permit denial filed by the U.S. Army Corps of Engineers for alleging economic harm not protected by the permitting process).

Additionally, the term “proceeding” is defined generally under Florida Statutes and thus suggests that legal capacity rules apply to administrative proceedings. *Cape Cave Corp.*, 498 So. 2d at 1311. In *Cape Cave Corp.*, the First District Court of Appeal disagreed with the Florida Department of Environmental Regulation (“DER”) that “legal capacity rules are irrelevant . . . or that our statutes eliminate such issues in administrative law generally.” *Id.* However, because the organization facing the standing challenge, ECOSWF, had incorporated by the date of the

recommended order in which DER concluded against dismissal on other grounds, the First DCA rendered the issue moot. *Id.*

Standing in a Florida administrative proceeding is not a “constitutional jurisdictional requirement” but a “judicially created prerequisite based upon statutory language.” *Home Builders and Contractors Ass’n cf Brevard, Inc. v. Dept. cf Community Affairs*, 585 So. 2d 965, 967 (Fla. 1st DCA 1991). Moreover, under Florida law, “standing in the administrative context is a matter of subject matter jurisdiction and cannot be conferred by consent of the parties.” *Delgado v. Agency for Health Care Administration*, 237 So. 3d 432, 438 (Fla. 1st DCA 2018) (quoting *Abbott Labs. v. Mylan Pharms. Inc.*, 15 So. 3d 642, 651 n.2 (Fla. 1st DCA 2009)).

The Florida Public Service Commission has applied such law to deny standing where a putative intervenor is not a “corporation, non-profit corporation, or any other entity with the legal capacity to sue. [Such unincorporated group] is not registered with the state as an entity with the capacity to intervene.” *In re: Energy Conservation Cost Recovery Clause*, Order Denying Intervention, Order No. PSC-08-0596-PCO-GU at 4 (Fla. Pub. Serv. Comm’n Sept. 16, 2008). FPL said it best as to why FEL’s discovery propounded in this docket on FIPUG is relevant and goes to the heart of whether FIPUG is a proper party in this proceeding (with the Commission agreeing with FPL in its decision as quoted above):³

[Intervenor] is not a legal entity with the capacity to participate in this proceeding Only certain groups of individuals or business entities are recognized by Florida law as legal entities distinct from their members, which are affirmatively granted the capacity to sue and be sued by statute. *See e.g.*, § 607.0302, Florida Statutes. [Intervenor] does not allege it is a corporation, non-profit corporation, or any other entity with the legal capacity to sue under Florida law. Additionally, a review of the records of the Florida Department of State, Division of Corporations, indicates that [intervenor] is not currently registered

³ FPL’s quotation here referred to “Saporito Energy Consultants,” also known as “SEC,” which was not an incorporated entity seeking to intervene in a docket with FPL. FEL has substituted “Intervenor” for SEC in this quotation.

with the state as such an entity. Accordingly, [intervenor] does not appear to be an entity recognized in Florida with the capacity to intervene. *See In re: Petition to Determine Need for Polk Unit 6 Electric Power Plant by Tampa Electric Power Company*, Docket No. 070467-EI, Order No. PSC-07-0695-PCI-EI, 2007 WL 2417278 (Fla. P.S.C. 2007) (conditioning intervention of organization upon the filing of proof that it has a valid certificate issued by the Department of State).

Florida Power & Light Company's Response in Opposition to Petition to Intervene of Saporito Energy Consultants at 3-4, *In re: Energy Conservation Cost Recovery Clause*, Docket No. 080002-EI (Fla. Pub. Serv. Comm'n Aug. 15, 2008), <https://www.floridapsc.com/pscfiles/library/filings/2008/07364-2008/07364-2008.pdf>.

FEL could not say it any better, so it does not. The decision cited by FPL indicated that the Southern Alliance for Clean Energy ("SACE") had allowed its certification as a foreign not-for-profit corporation expire, and the Commission therefore held that such certificate needed to be renewed, and proof of that certificate filed with the Commission because "without a certificate of authority [it] may not maintain a proceeding in any court in this state until it obtains a certificate of authority. Although the term 'proceeding' is not specifically defined within Chapter 617, Florida Statutes, Chapter 607, Florida Statutes, which addresses similar matters regarding for-profit corporations, provides that a 'proceeding' includes civil, criminal, administrative, and investigatory actions." *In re: Petition to Determine Need for Polk Unit 6 Electrical Power Plant, by Tampa Electric Company*, Order Granting Conditional Intervention at 3, Order No. PSC-07-0695-PCO-EI (Fla. Pub. Serv. Comm'n Aug. 27, 2007). FEL's disputed discovery asks for FIPUG to produce its certificate to show it has the capacity to participate in this proceeding.

FIPUG, perhaps realizing it has no basis to participate in this proceeding, spends the bulk of its Motion to Quash arguing why it has standing to participate, emphasizing other times it has participated in Commission proceedings. Such unavailing citations,

given the absence of direct challenges to FIPUG's standing in those proceedings, cannot now support any argument that FIPUG is somehow immune to discovery as to its standing in this docket. FIPUG cites no law or rule for why such previous decisions immunize it from discovery, nor can it. FIPUG also cites a decision of the "Division of Administrative Proceedings." Motion to Quash at 2. Despite searching, FEL has been unable to find a Division of Administrative Proceedings in the state of Florida. FEL believes FIPUG is referring to the Florida Division of Administrative Hearings, which is often referred to as "DOAH." In the referenced case, the standing challenge to FIPUG was whether, as an entity that is not an investor-owned utility, its members were substantially affected by the outcome of the rule proceeding. Whether it had capacity to participate was not made an issue by any entity challenging its standing. *See* Intervenor Florida Power and Light Company's Motion to Dismiss Intervenor Florida Industrial Power User Group's Petition for Lack of Standing, *Office of Public Counsel v. Florida Public Service Comm'n*, DOAH Case No. 19-6137RP (Fla. DOAH Dec. 19, 2019), https://www.doah.state.fl.us/DocDoc/2019/006137/19006137_237_12192019_16522238_e.pdf; The Florida Public Service Commission's Response in Opposition to Florida Industrial Power User Group's Motion to Intervene, *Office of Public Counsel v. Fla. Public Service Comm'n*, DOAH Case No. 19-6137RP (Fla. DOAH Dec. 4, 2019), https://www.doah.state.fl.us/DocDoc/2019/006137/19006137_237_12042019_13560458_e.pdf. Therefore, the fact that it was granted intervention, even if it had been on the basis of its capacity to participate, which it was not, would also not immunize FIPUG from discovery in this case.

II. RENEWED DISCOVERY OUT OF ABUNDANCE OF CAUTION STILL DIRECTLY RELEVANT TO SETTLEMENT AGREEMENT

FEL stands by the discovery it filed June 25, 2025, and does not believe it has “expired” for lack of filing a motion to compel, as there is no rule or statute that has discovery “expire” due to lack of a motion to compel an answer—yet, this is an assumption baked into FIPUG’s motion. *See Berger v. Riverwind Parking, LLP*, 836 So. 2d 1073, 1075 (Fla. 5th DCA 2003) (discovery at trial court level while action on appeal not timely and improper because “at the trial level, the judicial labor has ended. Unless and until overturned on appeal, there was nothing in this case for which discovery could be had.”). Even if it did “expire,” out of an abundance of caution, FEL renewed the discovery, as it relates to FIPUG’s ability to bind other parties, enter into contracts, have those contracts enforced against FIPUG, and participate in this proceeding. In other words, it clearly relates to the Special Interest Parties agreement (“SIP agreement”) that purports to settle this case that was filed August 20, 2025 and is therefore within the scope of the revised Order Establishing Procedure re-opening discovery to “issues in the Settlement Agreement.” Order No. PSC-2025-0323-PCO-EI at 2 (Aug. 22, 2025). Whether the purported “Settlement Agreement” is a valid agreement is certainly an issue in the settlement agreement and is at the heart of the discovery that was propounded to FIPUG. At its heart, FIPUG’s argument comes down to its bald statement that the revised order establishing procedure “authorized discovery only on new issues of fact or law that fairly may have emerged as a direct result of the settlement,” Motion to Quash at 2, yet such words are found nowhere in the order at issue, which merely limited discovery to “issues in the Settlement Agreement.” FIPUG appears to read “issues in the Settlement Agreement” as expressly excluding any subject on which discovery could have been conducted prior to the filing of the SIP agreement. FIPUG’s imagined restriction cannot be found anywhere in the text of the Commission’s revised OEP, nor

would it make sense, given that numerous aspects of the pre-settlement case are essential for probing the SIP agreement—including, for instance, the degree to which the agreement contains legitimate compromises compared to the as-filed case and whether its signatories can prove not only standing in this docket but the legal capacity to execute any contract. FEL contends that whether the SIP agreement was entered into by parties with the capacity to enter into a settlement agreement is certainly an embedded issue within the SIP agreement, and whether the representation within the SIP agreement that “as a part of the negotiated exchange of consideration among the Parties to this Agreement, each Party has agreed to concessions to the others” is a truthful representation, are “issues in the Settlement agreement.” At heart, the discovery at issue asks, “What is FIPUG?” and therefore, “Who does FIPUG represent?” and what “concessions” is it capable of making on behalf of those it purports to represent? Certainly, by signing the SIP agreement and binding FEL and its members to higher rates (Florida Rising, for instance, as a GS customer of FPL, will experience a rate increase more than three times greater than if FPL’s as-filed petition for rate increase had been approved in full), FIPUG is representing that it also made concessions. In order to understand what concessions FIPUG made, if any, it is necessary first to understand what FIPUG is and whose interests FIPUG represents.

FEL agrees with FIPUG that the Florida Rules of Civil Procedure control the Commission’s decision here. *See* Fla. Admin. Code R. 28-106.206. The scope of discovery is whether it is “relevant to any party’s claim or defense and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties’ relative access to relevant information, the parties’ resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery

outweighs its likely benefit. Information within this scope of discovery need not be admissible in evidence to be discoverable.” Fla. R. Civ. P. 1.280(c)(1).

Regarding the first element, FEL contends that FIPUG lacks the capacity to enter into a settlement agreement in this proceeding. The Order provisionally granting intervention to FIPUG in this proceeding specifically found that “FIPUG’s petition to intervene shall be granted, subject to proof of standing or stipulations that there are sufficient facts to support all elements for standing.” Order No. PSC-2025-0080-PCO-EI at 2 (March 27, 2025). It is FIPUG’s burden to establish its standing. No stipulations have been entered and given that no evidence has been admitted into the record yet, FIPUG’s standing to participate in this proceeding is squarely at issue. Settlements, generally, are subject to the same rules as contracts. *See Robbie v. City of Miami*, 469 So. 2d 1384, 1385 (Fla. 1985). Given FIPUG’s apparent lack of incorporation, which FEL’s discovery seeks to confirm, it would seem that FIPUG has no ability to enter into a settlement under Florida law given its lack of incorporation. “Unlike some other jurisdictions that permit an unincorporated association to sue or be sued in its own name, Florida does not have such an enabling statute.” *Johnston v. Meredith*, 840 So. 2d 315, 315 (Fla. 3d DCA 2003). Therefore, unincorporated organizations have no ability to be held liable for contracts. *Henry Pilcher’s Sons v. Martin*, 136 So. 386, 388 (Fla. 1931); *see also Asociation de Perjudicados por Inversiones Efectuadas en U.S.A. v. Citibank, F.S.B.*, 770 So. 3d 1267, 1268-69 (Fla. 3d DCA 2000) (internal citations omitted) (“At common law, unincorporated associations were treated as partnerships. A partnership (and therefore an unincorporated association) could sue or be sued only in the name of its members, not in the name of the partnership. The Florida legislature has since empowered partnerships to sue or be sued in their own name. . . . Because there is no statutory authority conferring on the association the capacity to sue, the common law rule, that

[unincorporated] associations cannot be sued in their own name, applies in this case.”). If, as FEL suspects, FIPUG is not incorporated, no party can sue the fictitious entity known as FIPUG, *see* § 607.0302, Fla. Stat. (providing incorporated entities have ability to sue or be sued), and therefore such party would need to sue the individual members. “The individual members of an unincorporated association are personally liable for tortious acts which they individually commit or participate in, or which they authorize, assent to, or ratify.” *Guyton v. Howard*, 525 So. 3d 948, 956 (Fla. 1st DCA 1988). Of course, the discovery at issue that FIPUG seeks to quash is the naming of a member of FIPUG for such a determination.

As to the second element contained in Florida Rules of Civil Procedure 1.280(c)(1), given that there are billions of dollars at stake in the SIP agreement, the amount in controversy and the importance of the issues at stake—setting the rates for millions of Floridians, including FEL and its members—would seem self-evident.

As to the third element, regarding access to information, FEL does not have access to the internal workings of FIPUG and its membership, nor its corporate structure other than its apparent lack of incorporation (from not appearing in searches of corporate records). Only FIPUG can confirm the information contained in FEL’s discovery to FIPUG.

As to the fourth element, the importance of the discovery in resolving the issues, the discovery goes at the heart of whether FIPUG has standing to participate in this proceeding and whether FIPUG can enter into the SIP agreement, and by doing so, seek to bind FEL and its members to higher rates and escalating payments to the largest corporate and industrial customers of FPL.

As to the last element, the burden of the proposed discovery is quite small and should only take a few minutes to answer. Indeed, given the limited scope of the discovery, it is likely

FIPUG has spent far more time drafting and filing the Motion to Quash than it would take to answer the very limited discovery FEL propounded on FIPUG.

Therefore, even if the discovery as originally propounded did somehow “expire,” even though FIPUG cites no law or fact that would support such a conclusion, nor can it, the discovery is still entirely appropriate and within the scope of the revised order establishing procedure, and the Motion to Quash is still due to be denied.

CONCLUSION

Other than grossly misrepresenting the revised order establishing procedure in this case, FIPUG makes no arguments in law or fact for its untimely Motion to Quash to be granted. As whether FIPUG has standing to participate in this proceeding and its ability to enter into the SIP agreement—purporting to bind FEL and its members to higher rates to subsidize the rates of the largest commercial and industrial customers of the State—are open questions, the Motion to Quash is due to be denied. Given the expedited timeline before the hearing is scheduled in this matter, FEL requests an expedited decision on FIPUG’s Motion to Quash.

RESPECTFULLY SUBMITTED this 2nd day of September, 2025.

/s/ Bradley Marshall
Florida Bar No. 98008
Email: bmarshall@earthjustice.org
Jordan Luebke
Florida Bar No. 1015603
Email: jluebke@earthjustice.org
Earthjustice
111 S. Martin Luther King Jr. Blvd.
Tallahassee, Florida 32301
T: (850) 681-0031
Fax: (850) 681-0020

Danielle McManamon
Florida Bar No. 1059818
dmcmanamon@earthjustice.org

Earthjustice
4500 Biscayne Blvd., Ste. 201
Miami, FL 33137
T: 305.440.5432
F: 850.681.0020

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy and correct copy of the foregoing was served on this 2nd day of September, 2025, via electronic mail on:

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

<p>Florida Retail Federation James W. Brew Laura Baker Joseph R. Briscar Sarah B. Newman Stone Mattheis Xenopoulos & Brew, PC 1025 Thomas Jefferson St., N.W., Ste. 800 West Washington, DC 20007 jbrew@smxblaw.com lwb@smxblaw.com jrb@smxblaw.com sbn@smxblaw.com</p>	<p>EVgo Services, LLC Nikhil Vijaykar Yonatan Moskowitz Keyes & Fox LLP 580 California St., 12th Floor San Francisco, CA 94104 nvijaykar@keyesfox.com ymoskowitz@keyesfox.com</p> <p>Katelyn Lee Lindsey Stegall 1661 E. Franklin Ave. El Segundo, CA 90245 katelyn.lee@evgo.com lindsey.stegall@evgo.com</p>
<p>Federal Executive Agencies Leslie Newton Ashley George Michael Rivera Thomas Jernigan Ebony M. Payton James Ely AFLOA/JAOE-ULFSC 139 Barnes Drive, Suite 1 Tyndall Air Force Base, FL 32403 leslie.newton.1@us.af.mil ashley.george.4@us.af.mil michael.rivera.51@us.af.mil thomas.jernigan.3@us.af.mil ebony.payton.ctr@us.af.mil james.ely@us.af.mil</p>	<p>Electrify America, LLC Stephen Bright Jigar J. Shah 1950 Opportunity Way, Suite 1500 Reston, Virginia 20190 Phone: (781) 206-7979 steve.bright@electrifyamerica.com jigar.shah@electrifyamerica.com</p> <p>Robert E. Montejo Duane Morris LLP 201 S. Biscayne Boulevard, Suite 3400 Miami, Florida 33131-4325 Phone: (202) 776-7827 remontejo@duanemorris.com</p>
<p>Florida Energy for Innovation Association D. Bruce May Kevin W. Cox Kathryn Isted Holland & Knight LLP 315 South Calhoun Street, Suite 600 Tallahassee, Florida 32301 bruce.may@hklaw.com kevin.cox@hklaw.com kathryn.isted@hklaw.com</p>	<p>Floridians Against Increased Rates (FAIR) Robert Scheffel Wright John T. LaVia, III Gardner, Bist, Bowden, Dee, LaVia, Wright, Perry & Harper, P.A. 1300 Thomaswood Drive Tallahassee, Florida 32308 Telephone: (850) 385-0070 Fax: (850) 385-5416 schef@gbwlegal.com jlavia@gbwlegal.com</p>

Fuel Retailers Floyd R. Self, B.C.S. Ruth Vafek Berger Singerman, LLP 313 North Monroe Street, Suite 301 Tallahassee, Florida 32301 Telephone: (850) 521-6727 fself@bergersingerman.com rvafek@bergersingerman.com	Armstrong World Industries, Inc. Brian A. Ardire Armstrong World Industries, Inc. 2500 Columbia Avenue Lancaster, PA 17603 baardire@armstrongceilings.com Robert E. Montejo Duane Morris LLP 201 S. Biscayne Boulevard, Suite 3400 Miami, Florida 33131-4325 Telephone: (202) 776-7827 REMontejo@duanemorris.com Alexander W. Judd Duane Morris LLP 100 Pearl Street, 13 th Floor Hartford, CT 06103 Telephone: (202) 494-2299 AJudd@duanemorris.com
---	---

DATED this 2nd day of September, 2025.

/s/ Bradley Marshall
Attorney

Exhibit A

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for rate increase by Florida)	DOCKET NO. 20250011-EI
Power & Light Company)	
_____)	Dated: June 25, 2025

**FLORIDA RISING’S, LEAGUE OF UNITED LATIN AMERICAN CITIZENS’, &
ENVIRONMENTAL CONFEDERATION OF SOUTHWEST FLORIDA’S
FIRST SET OF INTERROGATORIES (NOS. 1-7)
TO FLORIDA INDUSTRIAL POWER USERS GROUP**

Pursuant to Rule 28-106.206, F.A.C. and Florida Rule of Civil Procedure 1.340, Florida Industrial Power Users Group (“FIPUG”) is required to answer the following interrogatories in writing and under oath, and shall serve such answers upon the attorneys for LULAC Florida, Inc., better known as the League of United Latin American Citizens of Florida (“LULAC”), Environmental Confederation of Southwest Florida, Inc. (“ECOSWF”), and Florida Rising, Inc. within twenty days of service hereof.

INSTRUCTIONS

1. The term “FIPUG,” “Florida Industrial Power Users Group,” “Respondent,” “you,” or “yours” refers to the entity to whom this interrogatory is directed, and includes all employees, agents, servants, attorneys, contractors, and representatives of said entity.
2. The terms “referring” and “relating” as used herein shall mean constituting, containing, concerning, indicating, alluding to, responding to, connected with, commenting on, in respect to, discussing, describing, reflecting, analyzing, projecting, embodying, identifying, stating, dealing with, or in any way pertaining to.
3. The words “document” and “documents” shall have the same meaning given to them under the Florida Rules of Civil Procedure.

4. “Communications” means any correspondence, contact, discussion or exchange between any two or more persons, including, but not limited to, documents, telephone conversations, face-to-face conversations, e-mails, meetings, and conferences.
5. “Person” shall mean the plural as well as the singular and includes any natural person, and any firm, agency, company, corporation, association, partnership, the government, or other form of legal entity.
6. “Identify” as used herein shall mean: a) the name, position, current address, and telephone number of the person identified; or b) the author, addressee, description/title, and the date of any document identified.

INTERROGATORIES

1. Please refer to FIPUG’s Petition to Intervene in this case. Please explain what it means to be an “ad hoc” association.
2. Please provide the name of FIPUG’s registered agent.
3. Please explain how a person or corporation can become a member of FIPUG.
4. Please explain how a person or corporation can end their membership in FIPUG.
5. Please provide the name of a person who can execute contracts on FIPUG’s behalf.
6. Please provide the name of a member of FIPUG who is also an FPL customer.
7. Please refer to the pre-filed testimony of Jonathan Ly on page 1, lines 16-18, that “[a] substantial number of FIPUG members purchase electricity from Florida Power & Light Company (FPL).” Please provide the total number of FIPUG members and the number of FIPUG members who purchase electricity from FPL.

AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF _____)

Before me, the undersigned authority, personally appeared _____
_____, who, as Florida Industrial Power Users Group's personal
representative,

() is personally known to me, or

() produced _____ as identification and being duly
sworn, deposes and says that the foregoing answers to Interrogatory Nos. 1-7 of LULAC's,
ECOSWF's, and Florida Rising's First Set of Interrogatories to Florida Industrial Power Users
Group in Docket No. 20250011-EI are true and correct to the best of his/her knowledge,
information, and belief.

Print Name

Date

Notary Public
State of Florida

My commission expires:

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for rate increase by Florida)	DOCKET NO. 20250011-EI
Power & Light Company)	
_____)	Dated: June 25, 2025

**FLORIDA RISING’S, LEAGUE OF UNITED LATIN AMERICAN CITIZENS’, &
ENVIRONMENTAL CONFEDERATION OF SOUTHWEST FLORIDA’S
FIRST REQUEST FOR PRODUCTION OF DOCUMENTS (NOS. 1-3)
TO FLORIDA INDUSTRIAL POWER USERS GROUP**

Pursuant to Rule 28-106.206, F.A.C. and Florida Rule of Civil Procedure 1.350, LULAC Florida Inc., better known as League of United Latin American Citizens of Florida (“LULAC”), Environmental Confederation of Southwest Florida, Inc. (“ECOSWF”), and Florida Rising, Inc. request that the Florida Industrial Power Users Group (“FIPUG”) produce documents at the Offices of Earthjustice, 111 South Martin Luther King Jr. Blvd., Tallahassee, FL 32301, within twenty days of service of this request.

INSTRUCTIONS

1. The term “FIPUG,” “Florida Industrial Power Users Group,” “Respondent,” “you,” or “yours” refers to the entity to whom this interrogatory is directed, and includes all employees, agents, servants, attorneys, contractors, and representatives of said entity.
2. The terms “referring” and “relating” as used herein shall mean constituting, containing, concerning, indicating, alluding to, responding to, connected with, commenting on, in respect to, discussing, describing, reflecting, analyzing, projecting, embodying, identifying, stating, dealing with, or in any way pertaining to.
3. The words “document” and “documents” shall have the same meaning given to them under the Florida Rules of Civil Procedure, and includes all drafts that you have in your possession.

4. "Communications" means any correspondence, contact, discussion or exchange between any two or more persons, including, but not limited to, documents, telephone conversations, face-to-face conversations, e-mails, meetings, and conferences.
5. "Person" shall mean the plural as well as the singular and includes any natural person, and any firm, agency, company, corporation, association, partnership, the government, or other form of legal entity.
6. Please indicate which documents or group of documents are produced in response to each particular request.
7. Please provide all data in Excel spreadsheet format with cells unlocked and formulas intact.

DOCUMENTS TO PRODUCE

1. Please provide a copy of FIPUG's articles of incorporation.
2. Please provide a copy of FIPUG's bylaws.
3. Please provide a copy of all annual reports for FIPUG filed with the Florida Department of State.

Exhibit B

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for rate increase by Florida)
Power & Light Company)
_____) DOCKET NO. 20250011-EI
Dated: August 22, 2025

**FLORIDA RISING’S, LEAGUE OF UNITED LATIN AMERICAN CITIZENS’, &
ENVIRONMENTAL CONFEDERATION OF SOUTHWEST FLORIDA’S
RENEWED FIRST SET OF INTERROGATORIES (NOS. 1-7)
TO FLORIDA INDUSTRIAL POWER USERS GROUP**

Pursuant to Rule 28-106.206, F.A.C. and Florida Rule of Civil Procedure 1.340, Florida Industrial Power Users Group (“FIPUG”) is required to answer the following interrogatories in writing and under oath, and shall serve such answers upon the attorneys for LULAC Florida, Inc., better known as the League of United Latin American Citizens of Florida (“LULAC”), Environmental Confederation of Southwest Florida, Inc. (“ECOSWF”), and Florida Rising, Inc. within seven days of service hereof.

INSTRUCTIONS

1. The term “FIPUG,” “Florida Industrial Power Users Group,” “Respondent,” “you,” or “yours” refers to the entity to whom this interrogatory is directed, and includes all employees, agents, servants, attorneys, contractors, and representatives of said entity.
2. The terms “referring” and “relating” as used herein shall mean constituting, containing, concerning, indicating, alluding to, responding to, connected with, commenting on, in respect to, discussing, describing, reflecting, analyzing, projecting, embodying, identifying, stating, dealing with, or in any way pertaining to.
3. The words “document” and “documents” shall have the same meaning given to them under the Florida Rules of Civil Procedure.

4. “Communications” means any correspondence, contact, discussion or exchange between any two or more persons, including, but not limited to, documents, telephone conversations, face-to-face conversations, e-mails, meetings, and conferences.
5. “Person” shall mean the plural as well as the singular and includes any natural person, and any firm, agency, company, corporation, association, partnership, the government, or other form of legal entity.
6. “Identify” as used herein shall mean: a) the name, position, current address, and telephone number of the person identified; or b) the author, addressee, description/title, and the date of any document identified.

INTERROGATORIES

These interrogatories relate to FIPUG’s ability to enter into settlement contracts and the enforceability of such settlement contracts as it relates to FIPUG.

1. Please refer to FIPUG’s Petition to Intervene in this case. Please explain what it means to be an “ad hoc” association.
2. Please provide the name of FIPUG’s registered agent.
3. Please explain how a person or corporation can become a member of FIPUG.
4. Please explain how a person or corporation can end their membership in FIPUG.
5. Please provide the name of a person who can execute contracts on FIPUG’s behalf.
 - a. Please explain who authorized this person to execute contracts on FIPUG’s behalf, and how they communicated such authorization.
6. Please provide the name of a member of FIPUG who is also an FPL customer.
7. Please refer to the pre-filed testimony of Jonathan Ly on page 1, lines 16-18, that “[a] substantial number of FIPUG members purchase electricity from Florida Power & Light

Company (FPL).” Please provide the total number of FIPUG members and the number of FIPUG members who purchase electricity from FPL.

AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF _____)

Before me, the undersigned authority, personally appeared _____
_____, who, as Florida Industrial Power Users Group's personal
representative,

() is personally known to me, or

() produced _____ as identification and being duly
sworn, deposes and says that the foregoing answers to Interrogatory Nos. 1-7 of LULAC's,
ECOSWF's, and Florida Rising's Renewed First Set of Interrogatories to Florida Industrial
Power Users Group in Docket No. 20250011-EI are true and correct to the best of his/her
knowledge, information, and belief.

Print Name

Date

Notary Public
State of Florida

My commission expires:

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for rate increase by Florida)	DOCKET NO. 20250011-EI
Power & Light Company)	
_____)	Dated: August 22, 2025

**FLORIDA RISING’S, LEAGUE OF UNITED LATIN AMERICAN CITIZENS’, &
ENVIRONMENTAL CONFEDERATION OF SOUTHWEST FLORIDA’S
RENEWED FIRST REQUEST FOR PRODUCTION OF DOCUMENTS (NOS. 1-3)
TO FLORIDA INDUSTRIAL POWER USERS GROUP**

Pursuant to Rule 28-106.206, F.A.C. and Florida Rule of Civil Procedure 1.350, LULAC Florida Inc., better known as League of United Latin American Citizens of Florida (“LULAC”), Environmental Confederation of Southwest Florida, Inc. (“ECOSWF”), and Florida Rising, Inc. request that the Florida Industrial Power Users Group (“FIPUG”) produce documents at the Offices of Earthjustice, 111 South Martin Luther King Jr. Blvd., Tallahassee, FL 32301, within seven days of service of this request.

INSTRUCTIONS

1. The term “FIPUG,” “Florida Industrial Power Users Group,” “Respondent,” “you,” or “yours” refers to the entity to whom this interrogatory is directed, and includes all employees, agents, servants, attorneys, contractors, and representatives of said entity.
2. The terms “referring” and “relating” as used herein shall mean constituting, containing, concerning, indicating, alluding to, responding to, connected with, commenting on, in respect to, discussing, describing, reflecting, analyzing, projecting, embodying, identifying, stating, dealing with, or in any way pertaining to.
3. The words “document” and “documents” shall have the same meaning given to them under the Florida Rules of Civil Procedure, and includes all drafts that you have in your possession.

4. "Communications" means any correspondence, contact, discussion or exchange between any two or more persons, including, but not limited to, documents, telephone conversations, face-to-face conversations, e-mails, meetings, and conferences.
5. "Person" shall mean the plural as well as the singular and includes any natural person, and any firm, agency, company, corporation, association, partnership, the government, or other form of legal entity.
6. Please indicate which documents or group of documents are produced in response to each particular request.
7. Please provide all data in Excel spreadsheet format with cells unlocked and formulas intact.

DOCUMENTS TO PRODUCE

These requests for production of documents relate to FIPUG's ability to enter into settlement contracts and the enforceability of such settlement contracts as it relates to FIPUG.

1. Please provide a copy of FIPUG's articles of incorporation.
2. Please provide a copy of FIPUG's bylaws.
3. Please provide a copy of all annual reports for FIPUG filed with the Florida Department of State.