## State of Florida



March 25, 2022

DATE:

TO:

# **Public Service Commission**

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

FROM:	Adam J Teitzman, Commission Clerk, Office of Commission	Clerk				
RE:	Docket 20210015-EI - Petition for rate increase by Florida Power & Light Company. SC21-1761					
of Florida, a confidential access to the	Hey Marshall, Counsel for Florida Rising, League of United Latinal Environmental Confederation of Southwest Florida Inc. has redocuments. Permission is requested, pursuant to APM 11.04 C. ese confidential documents for Bradley Marshall.	quested access to 6.d.(3), to grant				
between Flo	orida Power & Light and Counsel for Florida Rising, League of Utilizens of Florida, and Environmental Confederation of Southwes	Inited Latin				
	Approved:					
	Disapproved:	20				
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Keith Hetrick, General Counsel, Office of General Counsel

# BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

Docket No. 20210015-EI

#### CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is entered into by and between Florida Power & Light Company ("FPL") and the undersigned parties (individually a "Party," and collectively the "Parties") to induce each Party to make available or provide to the other Party confidential information, and to preserve the confidentiality of documents and information so designated, in Florida Public Service Commission ("FPSC" or the "Commission") Docket No. 20210015-EI.

#### 1. Applicability.

The terms of this Agreement shall apply to:

- (a) all information found to be confidential by the FPSC pursuant to Rule 25-22.006,

  Florida Administrative Code (the "Confidentiality Rule"), and Section 366.093(3),

  Florida Statutes, ("Confidential Information"); and
- (b) all other information, regardless of format, that a Party designates confidential ("Designated Confidential Information"). This Agreement applies to the Confidential Information and Designated Confidential Information made available or provided by any of the Parties or filed with the FPSC in Docket No. 20210015-EI.

#### Definitions

(a) The term "Responding Party" applies to the Party providing the other Party copies of or access to Confidential Information, Designated Confidential Information, Highly Sensitive Information, or Attorney's Eyes Only Information.

- (b) The term "Reviewing Party" applies to the Party receiving or reviewing the Confidential Information, Designated Confidential Information, Highly Sensitive Information, or Attorney's Eyes Only Information of the Responding Party.
- Information or Designated Confidential Information and refers to information that a Responding Party claims is of such a highly sensitive nature that allowing a Reviewing Party to make copies of or notes regarding such material or providing access to a Reviewing Party, its employees, agents or consultants would expose the Responding Party, or a person or entity to which the Responding Party owes a duty to protect the confidentiality of such materials, to an unreasonable risk of harm. A Reviewing Party's notes and annotations made in connection with the Reviewing Party's review of Highly Sensitive Information shall be considered Highly Sensitive Information for purposes of the maintenance, handling, protection, and return of Highly Sensitive Information described in this Confidentiality Agreement.
- (d) The term "Attorney's Eyes Only" applies to a subset of Confidential Information,
  Designated Confidential Information, or Highly Sensitive Information that a
  Responding Party claims would harm its competitive business interests if such
  information were disclosed to the Reviewing Party's employees or agents. A
  Reviewing Party's notes and annotations made in connection with the Reviewing
  Party's review of Attorney's Eyes Only Information shall be considered Attorney's
  Eyes Only Information for purposes of the maintenance, handling, protection, and
  return of Attorney's Eyes Only Information described in this Confidentiality
  Agreement.

#### 3. Obligation To Act in Good Faith

- (a) The intent of this Agreement is to preserve the confidential nature of all Confidential Information and Designated Confidential Information. The Parties agree to act reasonably and in good faith in designating or questioning a designation of confidentiality of information provided pursuant to this Agreement.
- (b) By signing this Agreement, no Party accepts the validity of, or waives the right to contest a claim of confidentiality for Confidential Information or Designated Confidential Information. However, in the event of a dispute over a claim of confidentiality, Parties shall safeguard the confidentiality of the subject material pending final resolution of the matter by the Commission or any subsequent reviewing or appellate body.

## 4. <u>Procedure for Review of Confidential Information</u>

(a) All individuals and entities to whom a Party discloses the Confidential Information or Designated Confidential Information will be made aware of the confidential nature of the information. The Party producing such information shall designate it as confidential by clearly labeling, typing, or stamping on the face of the material "CONFIDENTIAL" or words of similar import or adding "CONFIDENTIAL" to the name of a file provided electronically. The Responding Party shall designate materials it produces as "Highly Sensitive Information" and/or "Attorneys Eyes Only" by clearly labeling, typing, or stamping on the face of the material "Highly Sensitive Information" and/or "Attorneys Eyes Only" as applicable, or words of similar import or adding "Highly Sensitive" and/or "Attorneys Only" to the name of a file provided electronically. FPL will provide all information it designates as

Confidential Information or Designated Confidential Information by CD via overnight delivery or through another mutually agreed upon method of delivery. Each person who will have access to Confidential Information or Designated Confidential Information shall, before such access is granted, sign a written Non-Disclosure Acknowledgement, in the form attached as Exhibit A, confirming that he or she has read this Agreement and agrees to abide by its terms. Neither party shall disclose any of the Confidential Information or Designated Confidential Information to any person unless the person has first signed a copy of Exhibit A, Non-Disclosure Acknowledgement. Each Party shall promptly forward to the other Party all such executed Non-Disclosure Acknowledgements. Each Party will inform each person to whom disclosure of the Confidential Information or Designated Confidential Information is to be made that by executing this Agreement he or she is agreeing to be bound by all of the terms and conditions hereof. The Confidential Information or Designated Confidential Information may be disclosed only to a Party to this Agreement and that Party's attorneys of record and consultants/expert witnesses who are engaged in Docket No. 20210015-EI and who have responsibility associated with formulating and/or presenting the Party's litigation positions in Docket No. 20210015-EI. The total number of persons associated with any individual Party who may have access to the Confidential Information or Designated Confidential Information shall not exceed fourteen (14) without the express written permission of the other Party. Secretarial staff shall not be counted in determining the total number of persons who may have access to the Confidential Information or Designated Confidential Information.

- (b) Each person who has signed the Non-Disclosure Acknowledgment on behalf of a Party may have access to Confidential Information or Designated Confidential Information for the sole purpose of that Party's participation in Docket No. 20210015-EI. Each person who has been given access to the Confidential Information or Designated Confidential Information made available or provided pursuant to this Agreement shall not disclose any Confidential Information or Designated Confidential Information to anyone other than a person who has been given access to said Confidential Information or Designated Confidential Information under the terms of this Agreement.
- (c) A Party may reproduce Confidential Information or Designated Confidential Information only to the extent necessary to provide a copy to persons who have executed the Non-Disclosure Acknowledgement appended to this Agreement as Exhibit A, or for use in prefiled testimony, exhibits or any other submission to the Commission in Docket No. 20210015-EI. Each Party will maintain a copy control log which identifies each document that is copied, the number of copies, the date on which the document is copied, and the person(s) to whom each copy is provided.
- (d) Confidential Information or Designated Confidential Information shall not include documents or information which at the time of or prior to disclosure in these proceedings is or was public knowledge or which becomes public knowledge other than through disclosure in violation of this Agreement.
- (e) While any Confidential Information or Designated Confidential Information belonging to one Party is in the possession of the other Party, each person who has access to the information shall individually and collectively implement procedures

that are adequate to ensure that Confidential Information or Designated Confidential Information shall not be disclosed to anyone other than those persons who have executed the Non-Disclosure Acknowledgement appended to this Agreement as Exhibit A. Each Party agrees to use all reasonable means to preserve confidentiality, including, but not limited to, measures customarily undertaken to prevent disclosure of its own confidential information. Each Party shall ensure that all persons who have access to Confidential Information or Designated Confidential Information maintain the confidentiality of such information in accordance with this Agreement.

- (f) The Confidential Information or Designated Confidential Information made available by any Party pursuant to this Agreement shall remain the property of that Party.
- Information supplied pursuant to this Agreement in prefiled testimony or exhibits or any other information or documents submitted to the Commission, or which intends to use Confidential Information or Designated Confidential Information in cross examination at hearing shall follow the procedures for the handling and use of such information prescribed by order of the prehearing officer and the Confidentiality Rule. In addition, any Party that includes Confidential Information or Designated Confidential Information supplied pursuant to this Agreement in prefiled testimony or prefiled exhibits or any other information or documents submitted to the Commission prior to hearing shall provide notice to the Party that supplied the Confidential Information or Designated Confidential Information no

fewer than two (2) full business days prior to submitting the information. Use of Confidential Information or Designated Confidential Information in cross-examination shall be determined by the prehearing officer and/or by the presiding officer at the hearing. The purpose of this requirement is to afford Parties an adequate opportunity to invoke the provisions of the Confidentiality Rule, to protect the confidentiality of the information.

(h) Confidential Information or Designated Confidential Information that is possessed by a Responding Party but is owned by a third party or is subject to third party restrictions will be made available on terms consistent with the Responding Party's obligations to the third party.

### 5. Special Procedures Applicable to Review of Highly Sensitive Information:

(a) No copies shall be made of any Highly Sensitive Information, and only limited general notes that are not a verbatim reproduction of the Highly Sensitive Material shall be taken; Highly Sensitive Information shall be made available for inspection only by the Reviewing Representatives of the Reviewing Parties; provided, however, that, for purposes of access to Highly Sensitive Information, "Reviewing Representatives" of a Reviewing Party may include its counsel of record in Docket No. 20210015-EI and associated attorneys, paralegals, economists, statisticians, consultants, and expert witnesses retained by the Reviewing Party and directly engaged in these proceedings. The total number of Reviewing Representatives who may be designated by a Party to have access to the Highly Sensitive Information shall be indentified by the Reviewing Party and shall not exceed two (2) without the express written permission of the Party providing the Highly

Sensitive Information. A Party asserting confidentiality may, at its sole discretion, observe the inspection of Highly Sensitive Information by Reviewing Representatives. The Parties agree that one copy of the Highly Sensitive Information will be made available for the use of the Party and may be annotated and notes taken, provided the copy of the Highly Sensitive Information is retained by FPL in a sealed envelope. The annotations and notes, which are work product of the Reviewing Party, will not be reviewed by FPL and will be provided to the Reviewing Party at hearing or otherwise upon request. At the close of the hearing in Docket No. 20210015-EI, the copy of the Highly Sensitive Information with annotations and notes in the possession of the Reviewing Party will be returned to FPL, and FPL will destroy the copy provided by the Reviewing Party without reviewing the annotations or document.

(b) If the Party asserting confidentiality believes that further protections should be afforded with respect to the manner in which, or the Reviewing Representatives to which, such materials are disclosed, such materials may be made available for inspection by counsel for the Reviewing Party only, pending a determination of the manner in which, and the Reviewing Representatives to which, such materials will be disclosed pursuant to this Agreement, which determination shall be made on a case-by-case basis, depending on the level of protection that may be necessary to protect the responding Party, and any other person or entity to which the

responding Party owes a duty to protect the confidentiality of such materials, from any unreasonable risk of harm that may result from disclosure of such information.

(c) In the event the Parties are unable to agree on the manner in which, and the Reviewing Representatives to which, such materials will be disclosed, the Party asserting confidentiality reserves its right to seek from the Commission a protective order providing the level of protection for the Highly Sensitive Information that the Party asserting confidentiality believes is required.

# 6. Special Procedures Applicable to Attorney's Eyes Only Information:

- (a) Attorney's Eyes Only Information shall be viewed or possessed only by the Reviewing Party's counsel of record in Docket No. 20210015-EI and associated attorneys and paralegals. The Reviewing Party and its attorneys may not share Attorney's Eyes Only Information with any other person, including economists, statisticians, consultants, and expert witnesses retained by the Reviewing Party, without first obtaining consent of the Responding Party.
- (b) If Attorney's Eyes Only Information is also designated Highly Sensitive Information, then the procedures for reviewing such information shall also follow the Special Procedures Applicable to Highly Sensitive Information outlined in this Agreement.

### 7. Electronic Copies and Electronic Distribution

This section is intended to make clear the manner in which the terms of this Agreement apply to such activities to avoid the inadvertent or unintentional disclosure or duplication of Confidential Information or Designated Confidential Information.

- (a) Each instance whereby a hard copy document containing Confidential Information or Designated Confidential Information is converted to electronic format (e.g., by scanning into a pdf file) is the creation of a "copy" that shall be recorded on the copy control log, consistent with subsection 4(c).
- (b) Each instance whereby an electronic document containing Confidential Information or Designated Confidential Information is saved in a personal computer file, on some other electronic storage device, on a shared drive, website, file transfer protocol site, cloud system or similar electronic medium is the creation of a "copy" that shall be recorded on the copy control log, consistent with subsection 4(c). Information sufficient for a third party to locate the electronic document shall be recorded on the copy control log. This includes, but is not limited to, the identity of the owner of the computer or other electronic storage device, the location of the computer or other electronic storage device, the drive or file where the document is located, and the file name that has been given to the electronic document.
- (c) Each e-mail sent containing Confidential Information or Designated Confidential Information is the creation of an electronic "copy" that shall be recorded on the copy control log, consistent with subsection 4(c). The date, identity of the sender, and identity of the recipient shall also be identified on the copy control log.

# 8. Terms and Termination

The Agreement shall be effective from the date it is executed by the Parties until all Confidential Information or Designated Confidential Information has been destroyed, deleted, or returned,. The continuing obligation not to disclose of each Party and each

person who has been granted access to Confidential Information or Designated Confidential Information under the terms of this Agreement, shall survive the expiration of this Agreement. If any decision of the FPSC in Docket No. 20210015-EI is appealed, the Agreement shall continue until all appellate review is completed. All Confidential Information and Designated Confidential Information shall be returned to that Party that produced it. Alternatively, the Reviewing Party shall certify that all Confidential Information or Designated Confidential Information and copies thereof have been destroyed or deleted. The return of Confidential Information and Designated Confidential Information, or the certification of its destruction or deletion, shall occur no later than 45 days after the date the FPSC issues its final decision or order in the final phase of this proceeding, the time for an appeal has expired, or a final order is issued upon appeal if an appeal is filed. In the event that a receiving party uses Confidential Information or Designated Confidential Information in the preparation or creation of new documents, and Confidential Information or Designated Confidential Information is readily identifiable within it, such documents shall be returned or certified destroyed or deleted consistent with the requirements of this section.

# 9. Remedies

The Parties agree that: (i) divulgence or unauthorized use of Confidential Information or Designated Confidential Information could damage the owner of the information; (ii) the amount of resulting damages could be difficult to ascertain; (iii) the owner of the information may not reasonably or adequately be compensated for the loss of such information in damages alone; and (iv) each Party shall be entitled to any remedy at law, injunctive, or other equitable relief to prevent or remedy a breach of this Agreement or any

part of it. In any action to enforce the provisions of this Agreement, the prevailing Party shall be entitled to reasonable costs and attorneys' fees incurred in that action. Each Party agrees to defend, indemnify, and hold the other Party harmless, for any claim or liability, civil or criminal, brought or imposed on a Party by any person caused by or resulting from breach of this Agreement by the other Party, including any person to whom a Party has granted access to Confidential Information or Designated Confidential Information under the terms of this Agreement. Furthermore, nothing herein is intended to restrict any remedies available to a Party for the unauthorized disclosure, dissemination or release of proprietary information by the other Party. This Agreement shall be interpreted, governed, and construed under the laws of the State of Florida.

## 10. Authority

The undersigned acknowledge and represent that they have actual authority to enter into this Agreement.

#### 11. Modifications

This Agreement may be modified only in writing and only upon the mutual consent of the Parties to the modification.

By: Broadley Marshall	04/19/2021
•	Date
Printed Name: Bradley Marshall	
Title: Attorney for Florida Rising, ECOS	WF, and LULAC
FLORIDA POWER & LIGHT COMPA	NY
By: Charre of Boden	Date 20/ 2021
Printed Name: avssell A. Badd.	
Title: VP & G. 1 Con 1 (6)	-uld

#### EXHIBIT "A"

#### NON-DISCLOSURE ACKNOWLEDGEMENT

The undersigned hereby certifies that prior to the disclosure to him or her of information and/or documents belonging to, or in the possession of, or made available by a Party to this Agreement, which are Confidential Information, Designated Confidential Information, Highly Sensitive Information, or Attorney's Eyes Only Information as those terms are defined in the Agreement, the undersigned has read the Non-Disclosure Agreement for the purposes of Docket No. 20210015-EI, and agrees to be bound by its terms.

Broadley Marshall	
Ana C. Correa	2
Buana Kleiner Briana Kleiner	
Jordan Luebkemann	

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DocumentType:		Confidential Document Filing - Order Issued			
		<b>Total:</b> <u>37</u>		Type:	Document Docket Status: Litigation
#	Туре	Document	File Date	Order	Description
1	Ø	10674-2021	09/08/2021		FPL (Moncada) - (CONFIDENTIAL) Certain information provided in response to staff's ninth data request (No. 8).
2	Ø	09726-2021	08/25/2021		FPL (Moncada) - (CONFIDENTIAL) Certain information provided in response to staff's seventh data request (No. 18).
3	P	09728-2021	08/25/2021		FPL (Moncada) - (CONFIDENTIAL) Certain information provided in response to FL Rising, LULAC, and ECOSWF's 4th request for PODs (Nos. 37 and 38).
4	P	09691-2021	08/24/2021		FPL (Moncada) - (CONFIDENTIAL) Certain information provided in response to staff's fifth data request (Nos. 19 and 23).
5	P	09009-2021	08/09/2021		FPL (Moncada) - (CONFIDENTIAL) Certain information contained in response to OPC's 20th set of interrogatories (No. 291).
6	P	09011-2021	08/09/2021		FPL (Moncada) - (CONFIDENTIAL) Certain information contained in response to CLEO and Vote Solar's 5th set of interrogatories (No. 145).
7	Ø	08318-2021	07/26/2021		FPL (Moncada) - (CONFIDENTIAL) Certain information provided in response to FL Rising, LULAC, and ECOSWF's 3rd request for PODs (No. 25).
8	P	07857-2021	07/13/2021		FPL (Moncada) - (CONFIDENTIAL) Certain information provided in responses to OPCS's 15th set of interrogatories (No. 138).
9	P	07396-2021	07/01/2021		FPL (Moncada) - (CONFIDENTIAL) Certain material provided to staff, pursuant to Audit Control No. 2021-096-1-1.
10	P	07058-2021	06/28/2021		FPL (Moncada) - (CONFIDENTIAL) Certain information provided in response to FEA's 1st request for PODs (No. 7).
11	P	06923-2021	06/25/2021		FPL (Moncada) - (CONFIDENTIAL) Certain information provided in testimony of FAIR witness Breandan T. Mac Mathuna.
12	B	06309-2021	06/21/2021		FPL (Moncada) - (CONFIDENTIAL) Certain information provided in Exhs RCS-2 and RCS-3 to testimony of OPC's witness Ralph Smith.
13	P	05977-2021	06/15/2021		FPL (Moncada) - (CONFIDENTIAL) Certain information provided in responses to FIPUG's 2nd request for PODs (No. 55).
14	P	05998-2021	06/15/2021		FPL (Moncada) - (CONFIDENTIAL) Certain information provided in responses to OPC's 14th set of interrogatories (No. 246).
15	P	04813-2021	06/14/2021		FPL (Moncada) - (CONFIDENTIAL) Certain information provided in responses to Vote Solar's 2nd request for PODs (Nos. 61 and 76).
16	P	04819-2021	06/14/2021		FPL (Moncada) - (CONFIDENTIAL) Certain information provided in fourth supplemental response to OPC's 1st request for PODs (No. 36).
17	Ø	04826-2021	06/14/2021		FPL (Moncada) - (CONFIDENTIAL) Certain information provided in responses to OPC's 11th request for PODs (Nos. 128 and 129) and 13th set of interrogatories (No. 236).
18	P	04831-2021	06/14/2021		FPL (Moncada) - (CONFIDENTIAL) Certain information provided in response to FAIR's 1st request for PODs (Nos. 4, 5, and 8).
19	P	04839-2021	06/14/2021		FPL (Moncada) - (CONFIDENTIAL) Certain information provided in responses to Vote Solar's 1st request for PODs (Nos. 9, 15, and 37) and 1st set of interrogatories (No. 88).
20	P	04635-2021	06/10/2021		APA/Glover - (CONFIDENTIAL) Working papers Vol 2 [of 4] for FPL, for file and suspend rate case audit (Audit Control No. 2021-096-1-1).
21	P	04636-2021	06/10/2021		APA/Glover - (CONFIDENTIAL) Working papers Vol 3 [of 4] for FPL, for file and suspend rate case audit (Audit Control No. 2021-096-1-1).
22		04637-2021	06/10/2021		APA/Glover - (CONFIDENTIAL) Working papers Vol 4 [of 4] for FPL, for file and suspend rate case audit (Audit Control No. 2021-096-1-1).

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#	Type	Document	File Date	Order	Description
	P				
23	Ø	04624-2021	06/09/2021		FPL (Moncada) - (CONFIDENTIAL) Certain information provided in first supplemental response to OPC's 3rd set of interrogatories (No. 148).
24	P	04603-2021	06/08/2021		FPL (Moncada) - (CONFIDENTIAL) Certain information provided in responses to staff's 3rd request for PODs (Nos. 11 and 12) and 3rd set of interrogatories (No. 80).
25	P	04607-2021	06/08/2021		FPL (Moncada) - (CONFIDENTIAL) Certain information provided in responses to Vote Solar's 1st request for PODs (No. 10, Bates No. 061507; No. 42, Bates Nos. 061511-062022; and No. 43, Bates No. 063128).
26	P	04458-2021	06/02/2021		FPL (Moncada) - (CONFIDENTIAL) Certain information provided in first supplemental response to FIPUG's 1st request for PODs (No. 45).
27	P	04218-2021	05/24/2021		FPL (Moncada) - (CONFIDENTIAL) Certain information provided in response to SACE's 2nd request for PODs (No. 6).
28	B	04223-2021	05/24/2021		FPL (Moncada) - (CONFIDENTIAL) Certain information provided in second supplemental response to OPC's 1st request for PODs (No. 36).
29	P	04118-2021	05/17/2021		FPL (Moncada) - (CONFIDENTIAL) Certain information provided in responses to FL Rising, LULAC, and ECOSWF's 1st request for PODs (Nos. 4 and 18).
30	P	04122-2021	05/17/2021		FPL (Moncada) - (CONFIDENTIAL) Certain information provided in responses to FIPUG's 1st request for PODs (Nos. 5, 8, 16, 35-37, 41-45, and 47-48).
31	P	04019-2021	05/11/2021		FPL (Moncada) - (CONFIDENTIAL) Responses to FRF's 1st set of interrogatories (No. 3).
32	P	03984-2021	05/10/2021		FPL (Moncada) - (CONFIDENTIAL) Certain information provided in responses to OPC's 1st request for PODs (No. 36) and 5th request for PODs (No. 91).
33	P	03900-2021	05/04/2021		FPL (Moncada) - (CONFIDENTIAL) Certain information provided in second supplemental response to OPC's 1st request for PODs (No. 13).
34	2	03701-2021	04/26/2021		FPL (Moncada) - (CONFIDENTIAL) Certain information provided in second supplemental responses to OPC's 1st request for PODs (Nos. 45 and 57) and 1st set of interrogatories (Nos. 93-96).
35	P	03704-2021	04/26/2021		FPL (Moncada) - (CONFIDENTIAL) Certain information provided in supplemental responses to OPC's 3rd set of interrogatories (No. 146) and 3rd request for PODs (No. 76).
36	Ø	03262-2021	04/06/2021		FPL (Moncada) - (CONFIDENTIAL) Certain information provided in supplemental responses to OPC's 1st request for PODs [(Nos. 12-17, 35, 36, 44, 45, 48-50, 52, 57, 64, and 67)] and 1st set of interrogatories [(Nos. 48, 49, 54-56, 67, 68, 93-96, 111, 112, and 115)].
37	P	02840-2021	03/12/2021		FPL (Moncada) - (CONFIDENTIAL) Portions of MFRs D-2 (2022 test year and 2023 subsequent year), C-26 (2020 historic test year), and C-28 (2020 historic test year).

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	DocumentType:			Confidential Document Filing			
		Total: 6			Type: Document	Docket Status: Litigation	
#	Type	Document	File Date	Order		Description	
1	0	11240-2021	09/16/2021			DENTIAL) Certain information contained in the ULAC, ECOSWF, and FL Rising.	
2	0	11023-2021	09/09/2021		FPL (Moncada) - (CONFIC responses to staff's tenth da	DENTIAL) Certain information provided in ta request (No. 7).	
3	0	08559-2021	07/30/2021		FPL (Moncada) - (CONFIL responses to staff's 9th requ	DENTIAL) Certain information provided in lest for PODs (No. 29).	
4	0	06233-2021	06/18/2021		classification [of DN 06234 request included confidential	ENTIAL) First request for confidential 4-2021]. [CLK note: Redacted version attached to al information, pdf removed from CMS; see DN first request for confidential classification, which	
5	0	06234-2021	06/18/2021			ENTIAL) Electronic storage device containing and in response to FPL's 1st request for PODs (Nos.	
6	0	02947-2021	03/18/2021		on disc; cover letter [DN 02 MFRs as previously filed in	DENTIAL) Portions of MFRs D-2, C-26, and C-28 2946-2021] advises this version contains the same hard copy (confidential DN 02840-2021) and is filed request [DN 02839-2021].	