Date Filed: October 28, 2026

Witness: Counsel
Request from: ALLCO

Question:

(Production of the Covered Agreements.) For each Covered Individual, identify and produce every Covered Agreement, stating for each: the title, the parties, the date of execution, the effective date, the term and any renewal provision, the current status (in effect, expired, superseded, or terminated), and whether and where it has been filed with the Securities and Exchange Commission. The response should include, without limitation:

a. the Amended and Restated Change in Control Agreement between Joseph R. Nolan, Jr. and NSTAR dated November 15, 2007, and the February 15, 2007 agreement it restated;
b. the Amended and Restated Employment Agreement with Gregory B. Butler effective January 1, 2009;
c. each agreement entered under the December 4, 2023 Executive Change in Control and Involuntary
d. Termination Severance Programs with Messrs. Moreira, Chodak, and Hunt or any other Covered Individual;
e. each offer letter or other writing that fixed the terms on which Mr. Nolan became President and Chief Executive Officer on May 5, 2021 and Chairman on January 1, 2023, and on which Mr. Chodak became Chief Executive Officer of the Company; and every instrument by which Eversource Energy, the Company, or ESC assumed, succeeded to, amended, extended, or declined to renew any agreement originally entered by NSTAR or Northeast Utilities, including any instrument executed in connection with the 2012 merger. If the Company contends that no Covered Agreement exists for any Covered Individual, state so affirmatively and describe every other writing that governs the terms of that individual's employment and the payments due upon termination.

Response:

Eversource objects to this request. This request seeks information that is not probative of any material issue presented by the Company's application in this proceeding, which PURA is conducting as a general distribution rate proceeding pursuant to Conn. Gen. Stat. § 16-19, to amend the Company's base-rate schedules. This discovery request seeks information on all employment-related agreements of specific individuals without establishing how that information bears on any disputed issue relevant to the Company's application. Absent such a connection, the requested information is not reasonably calculated to advance the evidentiary record upon which PURA must base its decision.

Under Connecticut case law, evidence is relevant only if it has a tendency to establish the existence of a material fact relevant to the issues subject to decision. United Technologies Corp. v Commission on Human Rights & Opportunities, 72 Conn. App. 212, 229 (2002). Discovery must advance the efficiency of the hearing and provide the factual foundation upon which an agency decision may rely. Therefore, discovery is limited to information that is "material and necessary to [an] action." Dotson v. Hartford Roman Catholic Diocesan Corp., No. CV106012742S, 2011 WL 1021745, (Conn. Super. Ct. Feb. 17, 2011) (citing, Berger v. Cuomo, 230 Conn. 1, 7 (1994)); see also Conn. Gen. Stat. § 4-177c(a)(1) (permitting discovery of "relevant and material records, papers and documents[.]").

Discovery also "does not afford an open invitation to delve into [CL&P's] affairs". J. Pub. Co. v. Hartford Courant Co., 261 Conn. 673, 681 (2002). Allco "must be able to demonstrate good faith as well as probable cause that the information sought is both material and necessary" to this rate case. Id. Practice Book § 13-2, which defines the scope of discovery, provides in relevant part that a party may only seek discovery of nonprivileged information that is "material to the subject matter involved in the pending action . . . ." Consistent with these principles, "[i]t is axiomatic that [e]vidence is admissible only to prove material facts, that is to say, those facts directly in issue or those probative of matters in issue; ***evidence offered to prove other facts is immaterial***." Salmon v. Dept. of Public Health & Addiction Services, 259 Conn. 288, 316 (2002) (internal quotation marks omitted; emphasis added.)

Further, discovery may not be used to conduct an unrestricted search for information. As the Connecticut Supreme Court has explained, a party "should not be allowed to indulge a hope that a thorough ransacking of any information and material which . . . [CL&P] may possess would turn up evidence helpful to [his] case". J. Pub. Co. v. Hartford Courant Co., 261 Conn. at 681. Similarly, "[i]nterrogatories should not be used to . . . permit a party to go on a fishing expedition." Mfr.'s Advert., Inc. v. Pancoast, 4 Conn. Cir. Ct. 668, 670 (1967) (internal quotation marks omitted).

Here, Allco's request seeks information on employment-related agreements for specific individuals that has no relevance to PURA's evaluation of the Company's application, generally, or its proposed revenue requirement, specifically. Thus, the information requested in this interrogatory is not relevant or material to the Company's rate application as it does not advance the factual foundation upon which PURA's decision will rely. Office of Consumer Counsel v. Department of Public Utility Control, 44 Conn. Supp. 21, 26-27 (1994).[1] As the information is

[1] PURA has also previously ruled that interrogatories must pertain to the evidence and testimony submitted by a witness in the proceeding. See, Ruling on Motion No. 73, Docket No. 23-11-02 – Application of Connecticut Natural Gas Corporation and The Southern Connecticut Gas Company to Amend Their Rate Schedules, April 3, 2024, citing, General Statutes § 4-177c(a)(2); Motion Ruling Nos. 15 and 17, Jan. 2, 2009, Docket No. 08-07-15, Petition of the Office of Consumer Counsel for Enforcement of Quality of Service Standards for The Southern New England Telephone Company d/b/a AT&T Connecticut.

irrelevant and immaterial, this discovery must be excluded. See General Statutes § 4-178(1); see also Conn. Agencies Regs. § 16-1-38(a).

In addition, the statutory 350-day timeframe for issuing a final decision on the Company's application, coupled with and the volume of interrogatories issued, strongly weighs against devoting the parties' time and resources to discovery that does not advance the resolution of the Company's application. Requiring the Company to collect, review, and produce compensation information that has not been shown to be material would impose unnecessary administrative burdens and divert resources from the issues PURA must resolve within the statutory timeframe. Accordingly, in the interest of the orderly and efficient conduct of this proceeding, Eversource respectfully requests that the objection be sustained and that the request be allowed.