Date Filed: October 28, 2026

Witness: Counsel
Request from: ALLCO

Question:

(Severance and change-in-control costs in the cost of service and rate base.) With respect to the Covered Agreements and the programs described in Q-ALLCO-[190]:
(a) state every amount accrued, reserved, expensed, or capitalized by Eversource Energy, ESC, or the Company in the Test Year, and projected for the Rate Year, for severance, change-in-control, retention, or transition payments, for the "Special Retirement Benefit" or any additional years of credited service under a Covered Agreement, for excise-tax or other tax gross-ups, and for continued welfare benefits or perquisites following termination, identifying the FERC
(b) account, the amount allocated to the Company, and the schedule and workpaper in this docket;
(c) state whether any portion of the amounts the 2026 Proxy Statement reports as payable upon a termination following a change in control — including the $11,676,000 cash severance,
(d) $6,442,801 special retirement benefit, and $13,219,858 excise tax and gross-up reported for Mr. Nolan — is reflected in any liability, regulatory asset, pension or SERP obligation, or rate base component proposed for recovery in this docket, and if so where; (c) identify every severance, separation, retention, or transition payment made to any officer of Eversource Energy, ESC, or the Company since January 1, 2021, the amount, the agreement or program under which it was made, the FERC account, and the portion charged or allocated to the Company; and (d) state whether the Company proposes to recover from customers any cost arising under a Covered Agreement upon a change in control of Eversource Energy and, if so, the basis on which such a cost is a cost of providing distribution service.

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

[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.

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.