



Rcvd CK# 3621 \$25- KA

June 27, 2025

VIA FAX and Overnight Mail

Ms. Kris Abel
Records and Recording Division
Louisiana Public Service Commission
Galvez Building, 12th Floor
602 North Fifth Street
Baton Rouge, Louisiana 70802

cc: MV/LE
LA PUBLIC SERVICE COMM
JUN 30 2025 PM3:58

Re: Application for Approval of Generation and Transmission Resources in Connection with Service to a Single Customer for a Project in North Louisiana, **Docket No. U-37425**

Dear Ms. Abel:

Enclosed for filing in the above-captioned docket please find original and two (2) copies of the Motion for Leave to Reply and Reply Memorandum of the Alliance for Affordable Energy and Union of Concerned Scientists in response to Entergy Louisiana's Opposition to the Motion for Access to "Attorney's Eyes Only" Information. As required by the filing rules, an original and two copies along with the \$25.00 fee will be mailed to the Commission.

Thank you in advance for your assistance and please do not hesitate to contact me should you have any questions or concerns.

Respectfully submitted,

Susan Stevens Miller, Esq.
Earthjustice
1001 G Street NW, Ste. 1000
Washington, D.C. 20001
(443) 534-6401
smiller@earthjustice.org

*Counsel for the Alliance for Affordable Energy and
Union of Concerned Scientists*

cc: official service list Docket No. U-37425 (via email)

WASHINGTON, DC OFFICE 1001 G Street, NW, STE. 1000, WASHINGTON, DC 20001

T: 202.667.4500 F: 202.667.2356 DCOFFICE@EARTHJUSTICE.ORG WWW.EARTHJUSTICE.ORG

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BEFORE THE LOUISIANA PUBLIC SERVICE COMMISSION

ENTERGY LOUISIANA LLC, ex parte

**IN RE: APPLICATION FOR
APPROVAL OF GENERATION AND
TRANSMISSION RESOURCES IN
CONNECTION WITH SERVICE TO A
SINGLE CUSTOMER FOR A PROJECT
IN NORTH LOUISIANA**

DOCKET NO. U-37425

LA PUBLIC SERVICE COMM
JUN 30 2025 PM3:58

**THE ALLIANCE FOR AFFORDABLE ENERGY AND UNION OF
CONCERNED SCIENTISTS' MOTION FOR LEAVE TO FILE REPLY TO
ENTERGY LOUISIANA'S MEMORANDUM IN OPPOSITION TO MOTION FOR
ACCESS TO "ATTORNEY'S EYES ONLY" INFORMATION**

The Alliance for Affordable Energy and the Union of Concerned Scientists ("NPOs") and respectfully move for the Tribunal to grant the NPOs leave to reply to Entergy Louisiana, LLC's ("ELL") Memorandum in Opposition to the Motion of the NPOs ("Opposition") filed on June 24, 2025. The NPOs' reply is attached to this Motion. In support of this motion, the NPOs state:

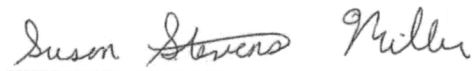
1. On June 18, 2025, the NPOs filed a motion requesting that the Tribunal direct ELL to provide the NPOs' client representative with access to confidential information that ELL had designated as "Attorneys Eyes Only" (AEO).
2. On June 18, 2025, the Tribunal issued a Notice directing that any response to this motion be filed by June 24, 2025. The Notice did not provide for any replies to the responses.
3. On June 24, 2025, ELL filed an Opposition to the NPO's Motion.
4. The NPOs seek leave to file a reply to ELL's Opposition so that it can bring to the Tribunal's attention 1) ELL's incorrect interpretation of the Confidentiality Agreement; 2) the material factual inaccuracies and innuendo ELL relies upon to

disparage the client representatives' ability to abide by the terms of the Confidentiality Agreement and 3) ELL's misstatements regarding the prejudice to the NPOs caused by ELL's denial of access to the AEO materials.

5. These conclusory and unsupported allegations, nonspecific examples and inaccurate interpretations should not be relied upon by the Tribunal in reaching a decision on this matter. The attached Reply Memorandum is necessary to clarify the legal and factual issues raised in ELL's Opposition and will not unduly delay the Tribunal's consideration of the Motion.

WHEREFORE, the NPOs respectfully move the Tribunal for leave to reply to ELL's Opposition.

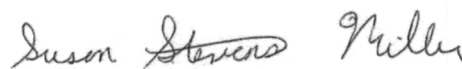
Respectfully submitted,

A handwritten signature in cursive script, reading "Susan Stevens Miller". The signature is written in dark ink and is positioned above a horizontal line.

Susan Stevens Miller
Senior Staff Attorney
Earthjustice
1001 G St. NW, Suite 1000
Washington, D.C. 20001
(443) 534-6401
smiller@earthjustice.org

CERTIFICATE OF SERVICE

I, Susan Stevens Miller, hereby certify that I have this 27th day of June, 2025, served copies of the foregoing on all other known parties on the Official Service List for Docket No. U-37425 via electronic mail.



Susan Stevens Miller
Senior Staff Attorney
Earthjustice
1001 G St. NW, Suite 1000
Washington, D.C. 20001
(443) 534-6401
smiller@earthjustice.org

BEFORE THE LOUISIANA PUBLIC SERVICE COMMISSION

ENTERGY LOUISIANA LLC, ex parte

**IN RE: APPLICATION FOR
APPROVAL OF GENERATION AND
TRANSMISSION RESOURCES IN
CONNECTION WITH SERVICE TO A
SINGLE CUSTOMER FOR A PROJECT
IN NORTH LOUISIANA**

DOCKET NO. U-37425

**REPLY TO ENTERGY LOUISIANA, LLC'S MEMORANDUM IN
OPPOSITION TO MOTION OF THE NON-PROFIT ORGANIZATIONS
FOR ACCESS TO "ATTORNEY'S EYES ONLY" INFORMATION**

In their Motion, the Non-Profit Organizations ("NPOs") asked this Tribunal to direct Entergy Louisiana, LLC ("ELL") to provide their client representatives with access to information that ELL designated as "Attorney's Eyes Only." As the NPOs explained, their client representatives should be given access to this "AEO" material so the NPOs can meaningfully participate in the evidentiary hearing and post-hearing briefs, and as well as any settlement discussions. The NPOs noted that ELL's refusal to provide the client representatives with this information interferes with undersigned counsel's ability to represent these clients. The NPOs also explained that the client representatives have already signed ELL's Confidentiality Agreement, and there is no legitimate risk that this material would be publicly disclosed.¹

Nothing in ELL's Opposition Memorandum² undercuts these points. It is undisputed that ELL has blocked the NPOs' client representatives from seeing vast portions of the record, claiming that such information is "Attorney's Eyes Only." It is also undisputed that ELL took this step unilaterally, without seeking a Commission order to apply heightened protections to this

¹ See generally Motion of the Alliance for Affordable Energy and Union of Concerned Scientists for Access to "Attorney's Eyes Only" Information ("Motion").

² Entergy Louisiana, LLC's Memorandum in Opposition to Motion of the Alliance for Affordable Energy and Union of Concerned Scientists for Access to "Attorney's Eyes Only" Information ("Opposition").

AEO material. *Cf.* Confidentiality Agreement ¶ 3(d) (“If the Producing Party believes that further protections should be afforded with respect to the manner in which the confidentiality of particular Highly Sensitive Protected Materials should be protected, . . . then the Producing Party shall retain its right. . . to seek from the Commission, and from the courts as may be necessary, an order providing the level of protection for such materials that the Producing Party believes is required”).³ Instead, ELL relies on a misreading of its own Confidentiality Agreement, as well as several misleading and inaccurate factual claims.

For the reasons further explained below, the Tribunal should reject ELL’s arguments, and direct the Company to provide the NPO client representatives⁴ with access to material that has been designated “Attorney’s Eyes Only.”

I. ARGUMENT

Each of the arguments in ELL’s Opposition is without merit. First, the Confidentiality Agreement does not allow the Company to unilaterally create new categories of confidential information. The Confidentiality Agreement prescribes a process that ELL must follow if it wishes to create a new category, and ELL failed to follow that process here. Second, ELL is wrong in suggesting that the NPOs are not prejudiced by the AEO designation. ELL overlooks the importance of client representatives having access to this information. Finally, in arguing that the NPOs’ client representatives somehow pose an unusually high risk of public disclosure,

³ The full text of Paragraph 3(d) can be found on page 5 of the Confidentiality Agreement (PDF p. 17 of the NPOs’ Motion).

⁴ The NPOs’ client representatives are Logan Burke and Alaina DiLaura (Alliance for Affordable Energy), and Paul Arbaje and Sam Gomberg (Union of Concerned Scientists).

ELL makes a series of factual claims that are misleading and inaccurate. The Commission should give no weight to those spurious arguments.⁵

A. The AEO designation is not mentioned in the Confidentiality Agreement, and ELL failed to follow the process outlined in the Agreement for creating new categories of confidential information.

As the NPOs previously explained,⁶ each of the client representatives signed ELL's Confidentiality Agreement, confirming that they "understand and agree that Confidential Information . . . shall not be disclosed to anyone other than in accordance with the Confidentiality Agreement and shall be used only for the purpose of the proceedings in Louisiana Public Service Commission Docket No. U-37425 and any appeals therefrom."⁷

Despite this, and despite the fact that the Confidentiality Agreement does not mention an "Attorney's Eyes Only" category, ELL has blocked the NPOs' client representatives from viewing most of the confidential information in this case. To support its position, ELL points to the Confidentiality Agreement, claiming that the Agreement allowed the Company to invent this new category of confidential information.⁸

But ELL is mistaken: The Confidentiality Agreement, which establishes specific safeguards for two categories of confidential information,⁹ does not empower ELL to unilaterally create new categories. The Agreement provides that ELL (i.e., the "Producing Party") must seek permission if it wishes to establish a heightened level of confidentiality. Paragraph 2(d) states in

⁵ ELL characterizes the NPOs' Motion as "curiously timed." Opposition at 3. The timing of this Motion is no mystery: as explained in the Motion itself, the NPOs' counsel made repeated efforts to resolve this dispute without the need for Commission intervention. *See* Motion at 4-5. The NPOs have not asked for a stay, and they support completing the evidentiary hearing by July 25, consistent with the December 3, 2024 procedural schedule.

⁶ Motion at 2-3.

⁷ Confidentiality Agreement, Non-Disclosure Certificate (attached to the NPOs' Motion, PDF p. 24).

⁸ Opposition at 5-6.

⁹ Those categories are Confidential Information and Highly Sensitive Protected Materials (HSPM). *See* Confidentiality Agreement ¶¶ 1(c), (d) (attached to the NPOs' Motion, PDF pp. 13-14). The Agreement further notes that protections for Critical Energy Infrastructure Information (CEII) would be handled separately. *Id.* ¶ 1(e).

relevant part that “[n]othing shall preclude a Producing Party from **seeking** protections for Highly Sensitive Protected Materials beyond those provided for in this agreement.”¹⁰ It further provides that “[i]f the party asserting confidentiality believes that further protections should be afforded, such materials shall be made available for inspection by Commission Staff Counsel and outside counsel for the Reviewing Party only, **pending a determination of the manner in which . . . such materials will be disclosed pursuant to this Agreement**, which determination shall be made on a case by case basis.”¹¹

Paragraph 3(d) similarly provides:

(d) If the Producing Party believes that further protections should be afforded with respect to the manner in which the confidentiality of particular Highly Sensitive Protected Materials should be protected, which determination shall be made on a case-by-case basis depending on the level of protection that may be necessary to protect the Producing Party and any other person or entity to which the Producing 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, **then the Producing Party shall retain its right, and shall not be deemed to have waived such right, to seek from the Commission, and from the courts as may be necessary, an order providing the level of protection for such materials that the Producing Party believes is required.**¹²

As the emphasized language above demonstrates, the Confidentiality Agreement does not give ELL *carte blanche* to impose new categories of confidentiality. The Agreement only gives ELL the right to “seek[] protections . . . beyond those provided for in this agreement.”¹³ And the Agreement outlines the appropriate process for seeking such protections: ELL must “seek from

¹⁰ Confidentiality Agreement ¶ 2(d) (emphasis added). The full text of Paragraph 2(d) can be found on page 3 of the Confidentiality Agreement (PDF p. 15 of the NPOs’ Motion).

¹¹ Confidentiality Agreement ¶ 2(d) (emphasis added).

¹² Confidentiality Agreement ¶ 3(d) (emphasis added).

¹³ Confidentiality Agreement ¶ 2(d) (emphasis added); *see also id.* ¶ 3(d).

the Commission . . . an order providing the level of protection for such materials that the Producing Party believes is required.”¹⁴

Although the Company was within its rights to temporarily restrict such material “pending a determination of the manner in which . . . such materials will be disclosed,”¹⁵ ELL never came to this Tribunal to seek that determination. Instead, the Company unilaterally created the AEO category without seeking an order (or even notifying the Commission).¹⁶ And the Company has proceeded to apply the AEO designation throughout this case to block the NPOs’ client representatives from viewing much of the record.

If ELL – which is indisputably the “Producing Party” – had wished to establish a new category of confidentiality to address customer-specific information, it should have sought an order from the Commission at the outset of this case. But ELL failed to do so, and ELL is simply wrong in claiming that “the Company’s use of the AEO designation . . . [is] expressly allowed by the Confidentiality Agreement.”¹⁷

ELL incorrectly claims that “[o]nly in the event of a dispute is Commission or court relief required.”¹⁸ Interpreting the Agreement in this fashion would circumvent the process outlined in Paragraph 3(d) and the first two sentences of Paragraph 2(d). This Tribunal should reject ELL’s

¹⁴ Confidentiality Agreement ¶ 3(d).

¹⁵ Confidentiality Agreement ¶ 2(d) (emphasis added).

¹⁶ ELL’s October 30, 2024 filing letter does not mention its intention to apply a new category of confidentiality in this case. The letter to the Executive Secretary states that the “filing contains information that is designated Highly Sensitive Protected Material” that consists “of competitively sensitive information and customer-specific confidential information,” but fails to mention ELL’s creation of the AEO designation. Letter from D. Skylar Rosenbloom, ELL, to Mr. Brandon Frey, LPSC (Oct. 20, 2024). To the NPOs’ knowledge, the first time that ELL clearly explained the AEO designation to the Commission was in its June 24, 2025 Opposition.

¹⁷ Opposition at 6. In its Opposition, ELL notes that the Confidentiality Agreement allows for information to be withheld “from a person who has otherwise signed the Confidentiality Agreement when disclosure of the protected data would ‘present an unreasonable risk of harm.’” Opposition at 5. That provision has no bearing here. As non-profit organizations, the NPOs are not competitors of Meta or ELL, nor do they bid into the Company’s RFPs.

¹⁸ Opposition at 5 n.3.

interpretation, which would render those contractual provisions superfluous.¹⁹ In any event, there is clearly a dispute here, so it is appropriate for this Tribunal to resolve it.²⁰

B. ELL's creation and use of the "Attorney's Eyes Only" designation is prejudicial to the Non-Profit Organizations.

ELL argues that the NPOs' participation has not been hampered because their counsel and experts have been given access to AEO material. Here again, ELL misses the mark. The prejudice stems from their *client representatives* being denied access to this material. Restricting the client representatives' access to AEO material interferes with the NPOs' attorney-client relationship. This problem is especially acute now, in the final phases of the case, where the NPOs will present their ultimate position on the issues in briefing. And as noted in the Motion (p. 6), preventing the client representatives from viewing critical parts of the record may make it impossible for the NPOs to join a potential settlement.²¹

In this regard, it is important to note that ELL has applied the "AEO" label very broadly. This is not a situation where a utility selectively applied heightened protections to a small handful of unusually sensitive data. ELL categorized hundreds of pages of its filing as "Attorney's Eyes Only." ELL applied the AEO designation to, among other things:

¹⁹ Agreements should be interpreted to avoid rendering their provisions superfluous. *See* Louisiana Civil Code art. 2049 ("A provision susceptible of different meanings must be interpreted with a meaning that renders it effective and not with one that renders it ineffective."); *id.* art. 2050 ("Each provision in a contract must be interpreted in light of the other provisions so that each is given the meaning suggested by the contract as a whole.").

Although the NPOs do not believe these provisions of the Confidentiality Agreement are ambiguous, if the Tribunal concludes that they are, such ambiguities should be construed against ELL, which drafted the Agreement. *See id.* art. 2056 ("In case of doubt that cannot be otherwise resolved, a provision in a contract must be interpreted against the party who furnished its text.").

²⁰ ELL further claims that granting the NPOs' Motion would "force" the Company to further restrict the disclosure of information, resulting in more discovery disputes. Opposition at 6. This argument should be given no weight. There is nothing "forcing" the Company to do anything of the like, and the NPOs are confident that ELL, a public utility regulated by the Commission, will not conceal critical information from Staff and intervenors in future LPSC dockets.

²¹ *See* Louisiana Rules of Professional Conduct, Rule 1.2(a) ("[A] lawyer shall abide by a client's decisions concerning the objectives of representation, and, as required by Rule 1.4, shall consult with the client as to the means by which they are to be pursued. . . . A lawyer shall abide by a client's decision whether to settle a matter.").

- The *entire* Electric Service Agreement (“ESA”);
- The *entire* CIAC Agreement;
- The *entirety* of the revised ESA and CIAC (entitled “Rider 2”) submitted with ELL’s rebuttal testimony (125 pages); and
- The *entirety* of proposed Corporate Sustainability Rider (“CSR”) rider.

ELL also broadly applied the AEO label to two analyses that, far from focusing on the data center Customer, address the Application’s projected impacts to *other ratepayers*.²² Blocking the NPOs’ client representatives from seeing any of this information is prejudicial.

C. Granting the NPOs’ Motion would not create a public disclosure risk.

ELL further claims that providing the NPOs’ client representatives with access to AEO material would present a significant risk of public disclosure.²³ These arguments are inaccurate and misleading, and should be disregarded by the Tribunal.

ELL points out that there have been inadvertent disclosures of confidential material in this docket. That is true; the NPOs are aware of several instances where another party mistakenly provided HSPM or AEO information on the public record. But those errors were not committed by the NPOs. Indeed, if the prior disclosure of AEO material somehow disqualified a party from continuing to receive it, then ELL itself would not be handling this material, because the Company mistakenly disclosed AEO in the public version of its October 30, 2024 initial filing.²⁴

²² See Witness Jones’s rate analysis and Witness Datta’s economic analysis.

²³ See Opposition at 7-9.

²⁴ ELL apparently did not realize that it had publicly disclosed this AEO material for 5½ months, during which time the AEO material was presumably available on the LPSC docket. See Filing Letter from D. Skylar Rosenbloom, ELL, to Ms. Krys (Kris) Abell, LPSC (April 15, 2025) (“On October 30, 2024, [ELL] filed the Public Redacted version of the Application of Entergy Louisiana, LLC for Approval of Generation and Transmission Resources in Connection with Service to a Single Customer for a Project in North Louisiana (‘Application’). *It has come to our attention that there was ‘HSPM’ designated for Attorney’s Eyes Only inadvertently left unredacted.* We request that the Direct Testimony of Laura K. Beauchamp (‘Testimony’), in its entirety please be removed from any digital and/or physical copies of the “Application” and replaced with the corrected version of the ‘Testimony’ provided with this filing.”) (emphasis added).

ELL's further argument, claiming that the NPOs' client representatives should not be given access because they present a "unique concern,"²⁵ is both inaccurate and deeply troubling. The client representatives currently have access to HSPM material, and the Company has presented no information suggesting that the representatives' public statements resulted in the release of confidential information. The NPOs' client representatives have scrupulously avoided the use of any HSPM in their statements or publications, and they are fully capable of protecting confidential information.

Moreover, ELL's argument effectively punishes the NPOs' client representatives for exercising their First Amendment rights. ELL asserts that it is not trying to force the NPOs' client representatives to "cease their public engagement efforts, as they are well within their rights to do so."²⁶ But ELL has created a Hobson's choice for the NPOs' client representatives: they can either speak publicly on an issue, or stay silent if they wish to review the Company's entire Application (vast portions of which have been walled off from them through the AEO designation). Allowing this restriction to stand, and forcing the NPOs to choose between their First Amendment rights and full participation in this proceeding, would create a dangerous precedent regarding an entity's right to fully participate in a proceeding without adverse consequences to their rights.

It is also worth noting ELL's double standard: One of the Company's witnesses, Phillip R. May, clearly has access to AEO material.²⁷ Despite that, he has been giving interviews and providing press statements to tout the alleged benefits of ELL's Application.²⁸ According to a

²⁵ Opposition at 8.

²⁶ Opposition at 8.

²⁷ Portions of Witness May's direct testimony have been designated AEO.

²⁸ See, e.g., CNBC, *To land Meta's massive \$10 billion data center, Louisiana pulled out all the stops. Will it be worth it?* (June 25, 2025), <https://www.cnbc.com/amp/2025/06/25/meta-massive-data-center-louisiana-cost-jobs->

CNBC news story, Mr. May made the following claims outside the scope of this proceeding: (i) the Company’s proposals “will make the grid more stable, not less,” and (ii) “the project will ultimately reduce electric bills across the state.”²⁹ And in an Entergy press release, Mr. May cited the purported “job creation” benefits of ELL’s proposals. Thus, ELL is unconcerned that its own employees, who have access to AEO material, are discussing this case publicly. Yet, because the NPOs’ client representatives have similarly spoken to the press, ELL has blocked them from seeing this material.

ELL’s further argument, that one of the NPOs intentionally disclosed confidential material in a prior case, is highly misleading. ELL attempts to draw a distinction between “inadvertent” disclosures (like the Company’s disclosure of AEO material in this case), and “intentional” disclosures (like the one purportedly committed by an NPO in another case).³⁰ This is a false distinction. Both disclosures were mistakes, and the NPO’s disclosure was no more than “intentional” than ELL’s intentional filing of public testimony that contained AEO material. As explained in the attached declaration from Ms. Logan Burke, the NPO’s disclosure to an expert was inadvertent. Upon learning of the error, the NPO immediately took steps to correct it, and the organization also created a new protocol to avoid such errors in the future. Further context about this incident – which involved a mistaken disclosure by a former employee of the Alliance for Affordable Energy – can be found in the attached declaration from Logan Burke, the Alliance’s Executive Director. Among other things, the declaration describes how the

[energy-use.html](#) (CNBC news story with multiple quotes from Mr. May); Entergy, *Entergy Louisiana to power Meta’s data center in Richland Parish* (Dec. 5, 2024), <https://www.entergynewsroom.com/news/entergy-louisiana-power-meta-s-data-center-in-richland-parish/> (ELL press release with quotes from Mr. May).

²⁹ CNBC, *To land Meta’s massive \$10 billion data center, Louisiana pulled out all the stops. Will it be worth it?* (June 25, 2025), <https://www.cnbc.com/amp/2025/06/25/meta-massive-data-center-louisiana-cost-jobs-energy-use.html>.

³⁰ Compare Opposition at 8 (“The disclosures in this docket were not intentional, but rather the result of inadvertent error, a risk that can never be guarded against completely.”) with *id.* (“In another proceeding before the Commission, one of the NPOs intentionally disseminated HSPM information . . .”).

Alliance adopted a new safeguard for handling confidential material following this incident, which occurred in early 2022.³¹ The Tribunal should reject this misguided effort to impugn the client representatives' integrity.

Finally, it bears repeating that the client representatives have all signed the Non-Disclosure Certificate, confirming that confidential information "shall not be disclosed to anyone other than in accordance with the Confidentiality Agreement and shall be used only for the purpose of the proceedings in Louisiana Public Service Commission Docket No. U-37425 and any appeals therefrom."³² The client representatives take this commitment seriously, and ELL's efforts to downplay it are unpersuasive.

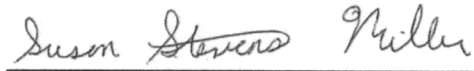
³¹ Further context about this incident, which involved a mistaken disclosure by a former employee of the Alliance for Affordable Energy, can be found in Ms. Burke's attached declaration. Among other things, the declaration describes how the Alliance adopted a new safeguard for handling confidential material following this incident, which occurred in early 2022.

³² Confidentiality Agreement, Non-Disclosure Certificate.

II. CONCLUSION

For the foregoing reasons, and the reasons explained in the NPOs' Motion, the Tribunal should find that the NPOs' client representatives are entitled to view AEO material, and order ELL to immediately provide those client representatives with access to such material.

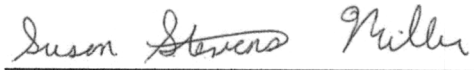
Respectfully submitted,



Susan Stevens Miller
Senior Staff Attorney
Earthjustice
1001 G St. NW, Suite 1000
Washington, D.C. 20001
(443) 534-6401
smiller@earthjustice.org

CERTIFICATE OF SERVICE

I, Susan Stevens Miller, hereby certify that I have this 27th day of June, 2025, served copies of the foregoing on all other known parties on the Official Service List for Docket No. U-37425 via electronic mail.



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Senior Staff Attorney
Earthjustice
1001 G St. NW, Suite 1000
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CONNECTION WITH SERVICE TO A
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DOCKET NO. U-37425

DECLARATION OF LOGAN A. BURKE

1. My name is Logan A. Burke and I am Executive Director of the Alliance for Affordable Energy. I have been Executive Director since February 1, 2017, and have been employed by the Alliance since March 1, 2014.
2. On June 16, 2025, counsel for the Alliance and Union of Concerned Scientists (collectively, the “NPOs”) filed a motion seeking to provide the NPOs’ client representatives with access to material that Entergy Louisiana, LLC (“ELL”) has designated as AEO. ELL filed a Memorandum in Opposition on June 24, 2025.
3. I actively participated in the resolution of the situation referenced on pages 8-9 of ELL’s Memorandum in Opposition. In that situation, an employee of the Alliance mistakenly shared a file-sharing link with a consultant who had signed the Confidentiality Agreement (“CA”) and the CA Addendum, but whose signatures had not been successfully forwarded to ELL. The file-sharing link was for a password-protected online folder that contained HSPM. Upon learning of the error, this employee took immediate steps to ensure that the consultant would not access the HSPM-containing folder.
4. The details of this situation are further described below:
5. The proceeding referenced by ELL is *Application of Entergy Louisiana for Certification to Deploy Natural Gas-Fired Distributed Generation and Authorization to Implement Rider UODG*, Docket Number U-36105.
6. On January 27, 2022, the Alliance’s former employee emailed counsel for ELL a copy of the CA and the CA Addendum signed by Ed Burgess, the Alliance’s expert in Docket No. U-36105.

7. On January 28, 2022, the former Alliance employee shared with Mr. Burgess confidential information by emailing Mr. Burgess a link to a password-protected site which acted as a repository for confidential material received by the Alliance.
8. On the afternoon of January 28th, the Alliance employee received an email alert that the email with the CA and CA Addendum attached was not successfully delivered to the email address of ELL's counsel.
9. The employee followed up the receipt of this alert with a call to ELL's counsel at approximately 4:50 pm on January 28th. The Alliance employee immediately called me after talking to ELL's counsel. I directed the employee to change the password to the confidential folder so Mr. Burgess couldn't access the information and she did so immediately.
10. On that same day, after learning of the confidentiality issue, counsel for the Alliance (Susan Miller) and the Alliance employee contacted Mr. Burgess and asked if he had reviewed any of the materials sent to him. He stated that he had not reviewed the confidential information, and he was directed not to do so. Mr. Burgess was directed to delete the email which contained the link to the confidential information.
11. Mr. Burgess's testimony was filed on January 31, 2022, and that testimony did not contain any confidential information. This was the only testimony filed by Mr. Burgess.
12. During the time I have worked at the Alliance, until this situation neither Entergy nor any other utility had notified the Alliance that a consultant of the Alliance was ineligible to receive HSPM information. The Alliance adopted a new protocol following this situation: In order to avoid inadvertent errors, Alliance employees do not provide documents that contain HSPM information to experts. If an expert is missing a document, we contact either ELL's counsel or our counsel and ask that the document be provided to the expert.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 26, 2025

A handwritten signature in cursive script, appearing to read "Logan A. Burke".

Logan A. Burke