



Filing Receipt

Received - 2022-04-13 02:57:15 PM
Control Number - 53377
ItemNumber - 15

PUC DOCKET NO. 53377

COMPLAINT OF ENGIE ENERGY	§	
MARKETING NA, INC. AND VIRIDITY	§	PUBLIC UTILITY COMMISSION
ENERGY SOLUTIONS, INC. AGAINST THE	§	
ELECTRIC RELIABILITY COUNCIL OF	§	OF TEXAS
TEXAS, INC.	§	

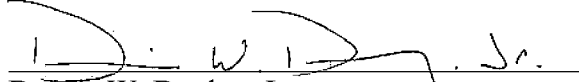
**ENGIE ENERGY MARKETING NA, INC. AND VIRIDITY ENERGY SOLUTIONS,
INC.'S SECOND REQUEST FOR INFORMATION TO ERCOT**

Pursuant to 16 Tex. Admin. Code (“TAC”) §22.144, ENGIE Energy Marketing NA, Inc. (“ENGIE”) and Viridity Energy Solutions, Inc. (“Viridity”) (collectively, “Complainants”) requests that the Electric Reliability Council of Texas, Inc. (“ERCOT”) provide, within twenty (20) days, the information requested in the attached Exhibit A.

The attached requests for information (“RFIs”) are substantially similar to the requests in ENGIE and Viridity’s first set of RFIs to ERCOT. The new requests have been modified to address ERCOT’s objections to such questions and to correct typographical errors identified in ERCOT’s objections. ENGIE and Viridity request the following information as they understand that ERCOT is objecting to the proposed revisions being made as part of negotiations on ERCOT’s objections. Thus, these requests are made out of an abundance of caution. If ERCOT does not object to the modification of ENGIE’s and Viridity’s first RFI as part of negotiations on ERCOT’s objections to the RFIs, then these RFIs would be merely duplicative and would not warrant any response.

Respectfully submitted,

NAMAN, HOWELL, SMITH & LEE, PLLC
8310 N. Capital of Texas Highway, Suite 490
Austin, Texas 78731
Telephone: 512-479-0300
Facsimile: 512-474-1901



Dennis W. Donley, Jr.
State Bar No. 24004620

Stephanie S. Potter
State Bar No. 24065923

Stephen Mack
State Bar No. 24041374
donley@namanhowell.com
spotter@namanhowell.com
smack@namanhowell.com

NAMAN, HOWELL, SMITH & LEE, PLLC
8310 N. Capital of Texas Hwy., Suite 490
Austin, Texas 78731
(512) 479-0300
(512) 474-1901 (Facsimile)
Attorneys for ENGIE Energy Marketing NA, Inc.

And



Diana M. Liebmann
Texas State Bar No. 00797058
Carlos Carrasco
Texas State Bar No. 24092223
Haynes and Boone, LLP
112 East Pecan Street, Suite 1200
San Antonio, Texas 78205-1540

Jennifer Littlefield
Texas State Bar No. 24074604
Haynes and Boone, LLP
600 Congress Avenue, Suite 1300
Austin, Texas 78701
Attorneys for Viridity Energy Solutions, Inc.

CERTIFICATE OF SERVICE

I certify that a copy of this document will be served by electronic mail, facsimile, hand-delivery, overnight delivery, First Class U.S. Mail, and/or e-mail, if permitted, on all parties of record in this proceeding on the 13th day of April, 2022.

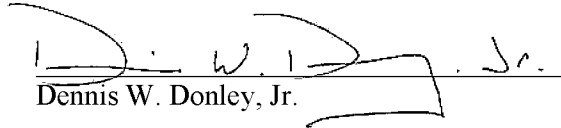

Dennis W. Donley, Jr.

EXHIBIT A
I. DEFINITION OF TERMS

1. “ENGIE” refers to ENGIE Energy Marketing NA, Inc. a licensed retail electricity provider (“REP”) primarily serving large commercial and industrial customers in ERCOT.
2. “Viridity” refers to Viridity Energy Solutions, Inc. a qualified scheduling entity in ERCOT.
3. “ERCOT” means the Electric Reliability Council of Texas, its employees, members, officers, directors, agents, attorneys, consultants, and all persons acting purporting to act on its behalf.
4. “Commission” refers to the Public Utility Commission of Texas.
5. “Date” shall mean the exact day, month and year if ascertainable, or if not, the best approximation thereof in relation to other events.
6. To “describe,” “detail,” or “state” shall mean to relate as completely as possible each and every act, omission, incident, event, condition, circumstance, or thing relating directly or indirectly to the subject of the description, including all pertinent dates. These terms call for answers independent from any documents that are required in response to requests. Such answers should be in a form (e.g., narrative, tabular, etc.) appropriate to a complete response to the request.
7. The terms “document” or “documents” are used in their broadest sense to include, by way of illustration and not limitation, all written or graphic matter of every kind and description whether printed, produced or reproduced by any process whether visually, magnetically, mechanically, electronically or by hand, whether final or draft, original or reproduction, whether or not claimed to be privileged or otherwise excludable from discovery, and whether or not in your actual or constructive possession, custody, or control. The terms include writings, correspondence, telegrams, memoranda, studies, reports, surveys, statistical compilations, notes, calendars, tapes, computer disks, data on computer drives, email, cards, recordings, contracts, agreements, invoices, licenses, diaries, journals, accounts, pamphlets, books, ledgers, publications, microfilm, microfiche and any other data compilations from which information can be obtained and translated, by you if necessary, into reasonably usable form. “Document” or “documents” shall also include every copy of a document where the copy contains any commentary or notation of any kind that does not appear on the original or any other copy.
8. “Each” shall be construed to include the word “every” and “every” shall be construed to include the word “each.”
9. To “explain” means to make known in detail, to make clear the cause or reason of and account for each act, omission, incident, event, condition, circumstance, decision, and/or thing relating directly or indirectly to the subject of the explanation including all pertinent dates. This term calls for answers independent from any documents that are required in response to requests. Such answers should be in a form (e.g., narrative, tabular, etc.) appropriate to a complete response to the request.
10. To “identify” a person means to include his or her full name, including middle name or initial, his or her employer or other organizational affiliation at the date of the relevant transaction

or event and at the present, his or her title and duties in the company or other organization with which he or she was then affiliated and is now affiliated, and his or her last known business address and telephone number, or if not available, last known residence address and telephone number.

11. “Identification” of, or to “identify,” a document means to provide facts sufficient to establish the identity of the document or other thing(s) at issue, such as (a) the type or nature of the document (e.g., letter, memorandum, corporate minutes), (b) the data, if any, appearing thereon, (c) the date, if known, on which the document was prepared, (d) the title of the document, (e) the general subject matter of the document, (f) the number of pages comprising the document, (g) the identity of each person who wrote, dictated, or otherwise participated in the writing of the document, (h) the identity of each person who signed or initialed the document, (i) the identity of each person to whom the document was addressed, (j) the present location of the document; and (k) the identity of each person having custody of, or control over, the document. Identification of the document includes identifying all documents known or believed to exist, whether or not in the custody of its attorneys or other representatives. The final version and each draft of each document should be identified and produced separately. If a document is no longer in your possession or control, state what disposition was made of it. A document need not be identified if it is produced.
12. The term “including,” or one of its inflections, means and refers to “including but not limited to.”
13. “RRS” means “Responsive Reserve” as defined in ERCOT Protocol 2.1
14. “EEA3 event” means to the Energy Emergency Alert Level 3 event caused by Winter Storm Uri.
15. “DAM” means the Day-Ahead Market as defined in ERCOT Protocol 2.1.

II. INSTRUCTIONS

1. Each request herein extends to any documents or information in your possession and the possession of any of the attorneys or law firms that purport to represent you in this case.
2. Each and every non-identical copy of a document, whether different from the original because of indications of the recipient(s), handwritten notes, marks, attachments, marginalia, or any other reason, is a separate document that must be produced.
3. If you object to any portion of a request on the ground of privilege, answer the nonprivileged portion of the Request by providing such non-privileged information as is responsive.
4. If you object to any portion of a request on any ground other than privilege, you should still provide documents responsive to the remaining non-objectionable portion.
5. Separately for each request to which you object in whole or in part, describe in detail and itemize each basis of your objection.
6. If the basis of an objection to any request, or any portion thereof, is a statute, contract or other agreement, or any other obstacle to production that you claim is based in the law, please identify the basis of that purported obstacle with specificity.
7. Each request herein shall be construed independently, and no request shall be viewed as limiting the scope of any other request. Please indicate where any portion of your document production in response to a request has been covered in your production in response to another request, and please specify the request numbers at issue.
8. If you claim that any document responsive to any request is lost or destroyed, (a) identify and describe such document, (b) describe how the document was lost or destroyed, and (c) identify when the document was lost or destroyed.
9. If you claim that any documents responsive to any request are already in the possession of Joint Applicants, please identify the document with sufficient specificity to allow Joint Applicants to locate the document.
10. The requests shall be deemed continuing so as to require additional answers if, after answering such requests, you obtain information upon the basis of which you determine that the answer was incorrect when made, or you become aware that the answer, though correct when made, is no longer true, and the circumstances are such that failure to amend the answer is in substance a knowing concealment.
11. Any document that is withheld from production pursuant to a claim of attorney/client, work product, party communication or investigative privilege shall be identified and shall be segregated and maintained for in camera submission, and a list identifying such withheld documents shall be furnished at the time and place of production. Such list shall state with respect to each document: (a) the privilege under which the document is being withheld; (b) a description of the type of document; (c) a description of the subject matter and purpose of the document; (d) the date the document was prepared; (e) the author and/or signatory of the document; (f) the identity of the persons to whom the document was sent; and (g) the present

custodian of the document.

12. As part of the response to each request for information, please state, at the bottom of the answer, the name and job position of each person who participated in any way, other than providing clerical assistance, in the preparation of the response. Please also state the name of the witness in this docket who will sponsor the answer to the request and may verify the truth of the response.

III. REQUESTS FOR INFORMATION

- ENGIE/Viridity 2-1** In the February 11, 2022 ERCOT Market Notice M-A050720-01 (Short Description: “Resolution of ADR Proceedings between ERCOT and Viridity Energy Solutions, Inc. (ADR No. 2021-VES-01)), ERCOT states “there were other QSEs representing Load Resources who were similarly deployed on February 15 for RRS and required to remain off-line during February 16-19 who submitted offers into DAM for RRS and were compensated accordingly for those dates.” In reference to ERCOT’s statement, please provide the number of QSEs, number of MWh cleared per day, and compensation dollars per day. For those same QSEs: (1) please advise if any QSE is/was/will be subject to compensation claw back for failure to deliver RRS during the period from February 16-19, 2021; and (2) please provide any correspondence or information, to date, from ERCOT which alleges the QSE did or did not meet any RRS compliance obligations during the period from February 16-19, 2021.
- ENGIE/Viridity 2-2** For February 15-19, 2021, please provide the amount of RRS procured by ERCOT in the DAM by hour.
- ENGIE/Viridity 2-3** For February 16-19, 2021, please advise if ERCOT allowed any QSEs which were originally deployed on February 15, 2021 to restore load at Load Resources. If ERCOT allowed same, please specify: the date(s), the number of QSEs and amount of Load Resources restored (number of LR and MW amount).