



D. Skylar Rosenbloom
Assistant General Counsel
Entergy Services, LLC
504-576-2603 | drosenb@entergy.com
639 Loyola Avenue, New Orleans, LA 70113

August 18, 2025

Via Hand Delivery

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

cc: MV/LE
LA PUBLIC SERVICE COMM
AUG 18 2025 PM2:21

Re: *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 (LPSC Docket No. U-37425)*

Dear Ms. Abel:

Enclosed for your further handling please find an original and three copies of a Non-Confidential Public Version of the Entergy Louisiana, LLC ("ELL") Reply to the Opposition of the Alliance for Affordable Energy and Union of Concerned Scientists to (1) the July 11, 2025 Contested Settlement, and (2) Joint Motion for Approval of the July 11, 2025 Contested Settlement pursuant to Rule 57. Please retain the original and two copies for your file and return a date stamped copy to our courier.

Please note that the filing contains information that is designated Highly Sensitive Protected Material ("HSPM"), which is being provided to you under seal pursuant to the provisions of the LPSC General Order dated August 31, 1992, and Rules 12.1 and 26 of the Commission's Rules of Practices and Procedures. The confidential materials included in the filing consist of competitively sensitive information and customer-specific confidential information. For this reason, this material is confidential and commercially sensitive. The disclosure of the information contained herein would subject not only the Company, but also its customers, to a substantial risk of harm.

Please retain the appropriately marked Confidential Version for your files and return a date-stamped copy to our courier. The three additional confidential copies are for the Administrative Law Judge, Staff Attorney, and Research Attorney. Additional copies of the Confidential Version of this filing will be provided to the appropriate representatives of the Louisiana Public Service Commission Staff and made available to intervenors in accordance with applicable, previously executed confidentiality agreements.

Thank you for your courtesy in this matter and please do not hesitate to contact me with any questions.

Sincerely,



D. Skylar Rosenbloom

DSR/jlc
Enclosures
cc: Official Service List U-37425 (via electronic mail)

Hand

**BEFORE THE
LOUISIANA PUBLIC SERVICE COMMISSION**

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

DOCKET NO. U-37425

**ENTERGY LOUISIANA, LLC'S OMNIBUS REPLY TO THE OPPOSITION OF THE
ALLIANCE FOR AFFORDABLE ENERGY AND UNION OF CONCERNED
SCIENTISTS TO (1) THE JULY 11, 2025 CONTESTED SETTLEMENT, AND (2) JOINT
MOTION FOR APPROVAL OF THE JULY 11, 2025 CONTESTED SETTLEMENT
PURSUANT TO RULE 57**

As is well-known by now, the Louisiana Public Service Commission ("LPSC" or "Commission") has a pivotal role in securing for the State of Louisiana the multibillion-dollar investment by Laidley LLC ("Customer") in Richland Parish, Louisiana. In order for the Customer's large datacenter (and the hundreds of well-paying jobs promised by Laidley's parent company, Meta Platforms, Inc., and associated economic development impacts) to come to fruition, there must be adequate electric infrastructure to serve the datacenter's anticipated demand. The Application filed by Entergy Louisiana, LLC ("ELL" or the "Company") sought certification of that necessary infrastructure while also highlighting the provisions negotiated by the Company to ensure ELL's existing customers were adequately protected and not unduly burdened with costs associated with serving the Customer's Project.

The filing of ELL's application in October 2024 was followed by a thorough litigation process in which all the parties to this proceeding were given a full and fair opportunity to develop and state their respective cases. Today, after nearly ten months of administrative process and litigation, ELL has presented a negotiated agreement in which it has resolved all issues in this docket between itself and Staff for the LPSC, Walmart Inc. ("Walmart"), Sierra Club, and the

Southern Renewable Energy Association (“SREA”). That agreement (the Final Stipulated Settlement Term Sheet (“Stipulated Settlement”) attached to the Joint Motion for Approval of Settlement pursuant to Rule 57 (the “Joint Motion”)) is remarkable both for what it represents and for what it enables: through the Stipulated Settlement, the Company has secured the support of a broad array of interested parties for a resource plan that, if approved by the Commission, paves the way for the State of Louisiana to capture a massive economic win in a manner that is fair and well-balanced for all of the Company’s customers.

In their Oppositions to both the Joint Motion and to the Stipulated Settlement more broadly, the Alliance for Affordable Energy and the Union of Concerned Scientists (jointly, the “NPOs”) assert a number of procedural, legal, and factual arguments that do not withstand scrutiny, especially when evaluated against the evidence presented and the terms of the Stipulated Settlement. More importantly, however, the NPOs’ Oppositions represent another attempt to stall (and, ultimately, defeat) this transformational project for Louisiana. The NPOs’ positions are thus misplaced on both the merits and the underlying policies that inform those positions, and the Commission should not be persuaded by a group that, it appears, would prefer to see economic development opportunities for Louisiana disappear in the rearview mirror or be lost to other states, including Louisiana’s neighbors. Rather than yield to two parties who advocate for denying any path forward whatsoever, the Commission should listen to, and adopt the position of, the majority of interested parties that have worked collaboratively to reach a consensus and craft the set of compromises in the proposal set forth in the Stipulated Settlement. The Company accordingly asks that the Commission reject the arguments made by the NPOs, exercise its original and primary jurisdiction, approve the terms of the Stipulated Settlement, and, in doing so, exercise its all-important, pivotal role to secure a brighter future for Louisiana.

1. The Commission should exercise its original and primary jurisdiction to approve the Stipulated Settlement.

The NPOs assert that the Joint Motion should be denied because “1) contrary to the movants’ assertion, there remain factual disputes in the proceeding; 2) use of Rule 57 to short circuit this contested proceeding is contrary to the rules and violates due process; and 3) there is no evidentiary record to support the Contested Settlement, because all the testimony submitted in this proceeding solely addresses ELL’s original Application.”¹ None of these assertions has merit.

First, the NPOs have not identified any factual issues that remain to be resolved and instead point to *policy* issues that are ultimately (and uniquely) within the Commission’s purview. In attempting to identify factual or legal issues, the NPOs assert:

Among other things, disputes exist with regard to whether 1) the parent guaranties are sufficient to protect ratepayers and whether those guaranties are enforceable; 2) ratepayers should be forced to cover the costs of a transmission line that is only necessary due to the data center being developed by Laidley . . . ; 3) ratepayers are exposed to significant stranded cost risk; 4) serving the rapidly fluctuating load of this massive data center threatens the stability of the grid; 5) the touted jobs that will purportedly be created by the data center are unproven and illusory; 6) the Commission should grant a waiver of the Market-Based Mechanisms Order; 7) whether ELL’s request for certification of a third gas plant at the Waterford site is premature; and 8) ratepayers are at especially acute risk given that ELL and Laidley could renegotiate their contracts (the Electric Service Agreement and a Contribution in Aid of Construction agreement) at any time – including after the Commission’s approval of the Application.²

The NPOs further argue “[t]here are numerous contested issues of law and fact with respect [to] each of the topics listed above” and then provide an “example” of such contested issues by pointing to testimony that “the Mt. Olive to Sarepta transmission line would not be required but for

¹ See NPOs’ Opposition to Joint Motion, at 1.

² See *id.*, at 2-3.

Laidley's data center Project", a recommendation from LEUG's witness concerning the minimum charge, testimony from Staff's witness concerning Class 5 estimates, and a recommendation from the NPOs with respect to a cost-recovery cap.³

Notably absent from the NPOs' discussion is any reference to an actual, contested issue of law or fact, the resolution of which would be aided by a recommendation from the ALJ. Setting aside the NPOs' inflammatory language, the issues raised by the NPOs are all *policy* issues that the Commission must decide. For example, the Commission has the evidentiary record it needs to decide whether the parent guaranties are sufficient in the Commission's view, whether the Mount Olive to Sarepta Transmission Facilities should be considered System Improvements, and whether there are adequate protections in place with respect to any stranded cost risk. No additional factual development is needed to resolve these and the other "issues" identified by the NPOs, nor are there any disputes over the application or meaning of any legal standard. All that remains is a determination, based on a full record, of whether granting the relief requested by ELL in its Application in a manner that accords with the Stipulated Settlement is in the public interest—a determination that implicates the discretionary decision- and policy-making functions that lie solely with the Commission—not with the Administrative Hearings Division.

The NPOs' second argument—that granting the Joint Motion would be "contrary to the rules and violate[] due process"⁴—is baseless. Preliminarily, it bears noting that the Commission's Rules of Practices and Procedures expressly contemplate the authority of the Commission to take up and consider a proposed settlement without any hearing at all: Rule 6(I) provides that, "[n]otwithstanding any of the above provisions in this Rule [governing settlements], the

³ See *id.*, at 3.

⁴ See *id.*, at 1.

Commission may, on its own motion, vote to waive any and/or all of the requirements of this Rule and ratify and/or approve a settlement if it finds it to be in the public interest.” The Rules thus do not require a hearing before a settlement is considered, and there can simply be no valid due process arguments where, as here, a settlement is considered *after* the parties have been given the opportunity to participate in a full, contested proceeding with a multi-day hearing, cross-examination of opposing witnesses, and extensive discovery.

Even more (and as ELL explained in the Joint Motion), all parties to this proceeding—especially the NPOs—have had ample opportunity to present their respective positions: the parties conducted extensive discovery (with ELL responding to thousands of discovery requests propounded by other parties, including 352 requests, inclusive of sub-parts, propounded by the NPOs alone); engaged in significant motion practice (including litigating the NPOs’ “Motion for Denial of ELL’s Request for Exemption from Market-Based Mechanism Order and Request for Dismissal of the Application”, “Peremptory Exception and Motion to Declare Laidley, LLC and Meta Platforms, LLC as Parties Necessary for Just Adjudication in this Proceeding”, “Motion for Review of Immediate Review of Interlocutory Order”, “Motion for Access to ‘Attorney’s Eyes Only’ Information”, and “Motion for Subpoena for the Production of Documents”), filed voluminous testimony setting forth their views and recommendations on the many important policy issues presented (including three witnesses from the NPOs, who on their own submitted nearly 100 pages of testimony), and conducted a multi-day contested hearing on the matter (during which the NPOs’ counsel engaged in extensive questioning). Any assertion by the NPOs that they have been deprived of their day in court is plainly flat wrong. Even more, the Commission has access to the fully developed record from these extensive proceedings and can accordingly review

and evaluate the parties' competing positions. All parties were able to fully and adequately present their case, and any arguments concerning due process fail.

As it relates to the Commission's consideration of the Stipulated Settlement specifically, the parties have also all been afforded due process. The parties were provided notice of the request to approve the Stipulated Settlement, the parties have the opportunity to be heard with respect to the Stipulated Settlement (and the NPOs have already availed themselves of that opportunity through their two oppositions filed on August 15, 2025), and the matter will be raised before the Commission in a public meeting on August 20, 2025. The NPOs' familiar refrain that, somehow, their due process rights have been violated in this process is simply unfounded.

The Commission also indisputably has the legal authority to review the merits of the Company's Application at the August 2025 B&E. The NPOs assert that Rule 57 provides that (1) original and primary jurisdiction can only be asserted by the Commission on its own motion, and (2) any issue over which the Commission exercises its original and primary jurisdiction must first have been pending before the ALJ.⁵ With respect to the former argument, the Joint Motion asks that the Commission assert its original and primary jurisdiction pursuant to Rule 57; the Company acknowledges that the Commission will have to make its own motion to consider the Stipulated Settlement under Rule 57, to be followed, if that occurs, with a second motion to approve the settlement—a process employed countless times at the Commission. The Joint Motion has been filed alongside a Notice of Settlement in order to alert the Commission to the proposed settlement and to prompt the Commission, if it deems appropriate, to exercise its authority, on its own motion, to consider the Company's Application and the Stipulated Settlement.

⁵ See *id.*, at 4-5.

As to the latter argument—that the Commission can only consider, on its own motion, matters that have previously been pending before the ALJ—the NPOs offer no support for their restrictive interpretation of the Commission’s authority. In quoting Rule 57, the NPOs rely on the permissive provisions of Rule 57—which clarify that the Commission may, on its own motion, consider any issue pending before the ALJ—but that provision only clarifies a pathway for immediate review of questions or issues pending before the ALJ. The language does not impose limitations on any other matters the Commission can consider in the exercise of its constitutionally vested authority; the NPOs’ argument thus seeks to create boundaries that do not otherwise exist.

The NPOs’ interpretation of Rule 57 is also unduly narrow. As the NPOs point out, Rule 57 allows for immediate review by the Commission of any “issues” or “questions” that are pending before the ALJ. The NPOs attempt to define the “issue” being presented to the Commission very narrowly—specifically, consideration of the Stipulated Settlement on its own. But the request in the Joint Motion is much broader: the Joint Motion asks that ELL’s entire Application be considered by the Commission and, as part of that immediate review, that the Stipulated Settlement be examined and approved. There can be no doubt that resolution of the requests in the Company’s Application implicates “questions” and “issues” that were previously pending before the ALJ such that the Commission is authorized to act on its own motion to consider those requests immediately. There can also be no doubt that, if the Commission were to adopt the NPOs’ narrow interpretation, the Commission would be elevating form over function: indeed, the Commission’s ability to consider issues pending before the ALJ necessarily encompasses the ability to grant or deny the relief requested by a party, as modified through positions taken, and compromises made, at any point during the proceeding. No formalistic barrier can or should be imposed to prevent the Commission from exercising its constitutional authority and resolving this matter at a single

meeting; rather, as requested in the Joint Motion and as is clearly contemplated by Rule 57, the Commission should issue an immediate and final determination on the entire case pending in this Docket.

As to the NPOs' third argument—that the Commission should not consider the Stipulated Settlement because “there is no evidentiary record to support the” Stipulated Settlement—that argument also misses the mark. As explained in response to the NPOs' unsupportable assertions concerning due process, the Commission has access to an ample and fully developed record that establishes the facts in this case. The Stipulated Settlement is an agreement between ELL, Staff, and a broad array of Intervenors that compromises various issues for the sake of resolving this matter amicably. The Commission is well-positioned and fully capable of evaluating the facts that were developed in this proceeding against the plain language of the Stipulated Settlement; there is no additional evidence (and the NPOs have not identified any) that is needed to evaluate the Stipulated Settlement.

Lastly, it bears noting that the NPOs stated they did not oppose the Joint Motion to Suspend Procedural Schedule that was filed (and subsequently granted) in this matter. Thus, despite the rhetoric from the NPOs in their Opposition that ELL and the other Movants seek to “bypass . . . critical parts of the evidentiary process”⁶—specifically, post-hearing briefs and the ALJ's recommendations—the NPOs affirmatively expressed no opposition to the request to suspend the timeline for those matters. The NPOs have had ample opportunity to present their positions through a fully developed record, and they have voluntarily and knowingly consented to suspending any right they otherwise might have had to submit post-hearing briefs and receive an

⁶ See NPOs' Opposition, at 7.

ALJ recommendation. Any argument that they have been deprived of an opportunity to present their case is obviously without merit.

In sum, the Rule 57 Motion recognizes that the Commission has the unique, constitutional authority to consider and resolve the policy-based issues that remain in this proceeding, including the central issue of whether to certify the resources requested by ELL to serve the transformational project proposed for Richland Parish. The NPOs' arguments in opposition to the Commission exercising its jurisdiction under Rule 57 fail, and the Commission should take up, and approve, the Stipulated Settlement at the August 2025 B&E session.

2. The Commission should reject the NPOs' arguments in their Opposition to the Stipulated Settlement.

Many of the legal and factual issues raised by the NPOs in their Opposition to the Stipulated Settlement are simply recapitulations of the same arguments made by the NPOs in their July 3, 2025 Pre-Hearing Brief. Many of those issues have already been addressed extensively in the Company's Pre-Hearing Statement, which is available in the record and is incorporated in full herein. What is missing from the NPOs' arguments, however, is any meaningful analysis of the NPOs' stated concerns in light of the Stipulated Settlement. Moreover, (and interestingly), the NPOs rely heavily upon testimony from the expert witnesses of Commission Staff and the Sierra Club in identifying risks purportedly unaddressed by the Stipulated Settlement. However, these parties specifically negotiated terms and conditions to address their perceived concerns raised in testimony and joined in the Stipulated Settlement. In any event, as explained further below, each of the legal and factual arguments advanced by the NPOs is misplaced, addressed by the Stipulated Settlement, or both.

a. The NPOs' arguments concerning the MBM Order fail.

The NPOs' first argument in its Opposition is a reprise of the arguments it made in its "Motion for Denial of ELL's Request for Exemption from Market-Based Mechanism Order and Request for Dismissal of the Application," in which the NPOs argued (and continue to argue here) that ELL has not satisfied any of the requirements for receiving an exemption to "forgo the standard RFP process"⁷ because ELL allegedly failed to support its "exemption request" with sworn testimony and only considered utility-owned options in contravention of the plain language of the Market-Based Mechanisms Order (the "MBM Order").⁸ The NPOs further challenge whether ELL has shown that the facts and circumstances of this case support an exemption from the MBM Order.

As has been explained repeatedly in this proceeding, the NPOs are conflating ELL's request for an *exemption* from the requirements of the MBM Order with the requirements in the MBM Order for approval of an *alternative* market-based mechanism. The MBM Order requires that any request for an alternative market-based mechanism must be supported by sworn testimony and further provides that such a mechanism cannot be limited to self-build proposals. But ELL is not seeking approval of an alternative market-based mechanism; rather, ELL acknowledges that its proposal to construct the Planned Generators does not comply with the requirements of the MBM Order and is asking to be exempted from the MBM Order altogether for good cause based

⁷ See NPOs' Opposition to Stipulated Settlement, at 8.

⁸ See General Order (February 16, 2004), *In re: Development of Market-Based Mechanisms to Evaluate Proposals to Construct or Acquire Generating Capacity to Meet Native Load*, Supplements the September 20, 1983 General Order, Docket No. R-26172 Subdocket A, as amended by General Order, Docket No. R-26172 Subdocket B, dated November 3, 2006 and further amended by the April 26, 2007 General Order and the amendments approved by the Commission at its October 15, 2008 Business and Executive Meeting; the October 29, 2008 General Order No. R-26172, Subdocket C; and the October 14, 2024 General Order No. R-34247.

on the facts presented in this case. The NPOs' argument accordingly reflects a fundamental misunderstanding of the Company's request for relief.

With respect to whether ELL has shown that the facts and circumstances support an exemption from the MBM Order, it bears noting that Staff for the LPSC and three Intervenors (Walmart, Sierra Club, and SREA) all agree that they do,⁹ and for good reason. As has been made clear throughout the testimony in this case, "speed to market" was a critical consideration for the Customer, and there was simply no way for the Company to conduct a full Request for Proposals ("RFP") process to procure the Planned Generators while meeting the Customer's required timeline for service. Meeting the Customer's need for speed was the difference between securing the Project for Louisiana or missing out on this massive economic development opportunity, likely to another state willing to move at the speed of business; as Staff and three Intervenors have also agreed, the Commission should find that ELL demonstrated good cause, under the facts and circumstances of this case, for an exemption from the MBM Order.

b. The Stipulated Settlement addresses the NPOs' asserted "unreasonable costs and risks".

The NPOs next assert that ELL's existing customers will face an unreasonable amount of risk if the Stipulated Settlement is approved, because (1) the Electric Service Agreement ("ESA") and Contribution in Aid of Construction ("CIAC") Agreements are not being approved by the Commission, (2) ELL's customers face some risk of stranded costs in the event the Customer backs out of the ESA before it takes effect, and (3) ELL's customers are exposed to risks from potential cost overruns. The NPOs further argue, without meaningful analysis, that the Stipulated Settlement does not address these concerns. As set forth below, however, the Stipulated Settlement

⁹ See Stipulated Settlement, ¶ I.A.4.

and the contractual arrangement with the Customer provide substantial customer protections; the Commission should accordingly disregard the NPOs' arguments for rejecting ELL's Application and the Stipulated Settlement.

As to the first issue raised by the NPOs—that the ESA and CIAC Agreements are not being approved by the Commission and could therefore, in theory, be changed at any point without Commission approval—the NPOs ignore several key provisions of the Stipulated Settlement that provide additional assurances to the LPSC and all of the Company's existing customers that the Company will keep the Commission apprised of any changes to the agreements and that the agreements will be prudently managed. The NPOs' complaints that the Company could revise its agreements without notice to the Commission or Staff, willfully ignores explicit terms of the Stipulated Settlement, which specifically requires that the Company "inform the Commission, [Staff, and the Staff's outside counsel and consultants] of any material modification or cancellation of the ESA or Related Agreements."¹⁰ However, ELL's obligations under the Stipulated Settlement go beyond just informing the Commission and Staff of changes to the underlying agreements. The Company has the obligation to prudently manage the agreements, which includes any decision to amend or cancel the agreements. Specifically, the Stipulated Settlement provides:

ELL filed an [ESA] entered into with the Customer, along with other agreements, including Rider 1 to the ESA, [CIAC] agreements, Parental Guaranty agreements, and other agreements (collectively, the "Related Agreements"), to provide required justification for certification for the Planned Generators and the Sarepta-to-Mount-Olive Transmission Facilities, as described herein and in ELL's Application.

ELL did not seek approval of the ESA and Related Agreements, and the Staff explicitly is not expressing approval or recommending that the Commission approve the ESA and the Related Agreements. The Parties reserve all rights afforded by applicable law and the

¹⁰ Stipulated Settlement ¶ IV.D.4.

Commission retains fully its authority consistent with applicable law, regarding prudence as it relates to the ESA and Related Agreements, including but not limited to ELL's management of the ESA and the Related Agreements and any ELL decision to amend or cancel any or all of those agreements or any provision of any or all of those agreements.¹¹

Thus, the Stipulated Settlement expressly acknowledges that the Company did not seek (and is not obtaining) Commission approval of the terms of the ESA and the Related Agreements and further reserves the Commission's full authority to review for prudence "any ELL decision to amend or cancel any or all of those agreements or any provision of any or all of those agreements."¹² The Stipulated Settlement thus addresses, and provides additional reassurances with respect to, the NPOs' stated concerns over potential future amendments.

As to the second issue raised by the NPOs—that ELL's customers could be exposed to stranded costs before the ESA goes into effect—the NPOs devote much of their argument to the sufficiency of the parental guaranties, but the issues raised by the NPOs are again covered in the Stipulated Settlement. In particular, Section IV.B.1 of the Stipulated Settlement provides both that (1) "ELL will prudently manage the CIAC Agreement, including the management of the CIAC project expenditures and expenditures associated with the Planned Generators in advance of the effective date of the ESA with the Customer," and (2) "ELL will ensure that all Parent Guaranty agreements are obtained and fully executed timely and prudently enforce its rights with respect to the Parent Guaranty agreements and other collateral security, including but not limited to the Credit Insurance."¹³ Thus, as with the obligations set forth in the Stipulated Settlement for ELL to act

¹¹ See Stipulated Settlement, ¶¶ IV.A.1, 2.

¹² See *id.*

¹³ Consistent with this obligation, the Company has already received the initial executed Parent Guaranty, which was provided to all parties in discovery in the Company's response to LEUG 12-2. A copy is attached hereto as Exhibit A. Consistent with the Company's obligation to inform the Commission of any material modifications to the ESA or Related Agreements (see Stipulated Settlement, ¶ IV.D.4), the Company will provide copies of the successive Parent Guaranties as they are received.

prudently with respect to any amendments, the Stipulated Settlement also squarely places an obligation on ELL to prudently manage the CIAC Agreement before the effective date of the ESA and to ensure it has obtained fully executed parent guaranties—provisions that the NPOs fail to mention at all in their Opposition.

As to the third issue—that ELL’s customers could be exposed to cost overruns—the NPOs focus on (1) the potential that such overruns are, according to the NPOs, likely to occur, and (2) an assertion that the Company will not have sufficient notice of the Customer’s decision not to renew the ESA. Again, both issues are addressed in the Stipulated Settlement. On the former, there are multiple provisions governing the Company’s obligation to manage costs in a prudent manner, including provisions specifying that:

The revenue requirement for each of the Planned Generators shall not be determined for ratemaking purposes until it is proposed to be included in rates or as otherwise prescribed by the then-effective FRP and shall be subject to future change pursuant to a prudence review of the actual costs of the resources.

...

ELL has a continuing obligation to prudently manage the construction of the Planned Generators.

...

After the actual construction costs of the Planned Generators (either individually or collectively) are known, those costs, and ELL’s management of the construction of the Planned Generators, shall be subject to a Commission prudence review and ELL shall submit its prudence review compliance filing to the Commission. ELL shall be entitled to a reasonable opportunity to recover the prudently incurred cost of constructing the Planned Generators.

...

The revenue requirements, respectively, for the Sterlington 500 kV Substation Equipment and the Mount-Olive-to-Sarepta Transmission Facilities, shall not be determined for ratemaking purposes until each is proposed to be included in rates, or as

otherwise prescribed by the then-effective FRP, and shall be subject to future change pursuant to a prudence review.

...

ELL has a continuing obligation to prudently manage the construction of the Mount-Olive-to-Sarepta Transmission Facilities.

...

After the actual construction costs of the Sarepta-to-Mount-Olive Transmission Facilities are known, those costs, and ELL's management of the construction of the Sarepta-to-Mount-Olive Transmission Facilities, shall be subject to a Commission prudence review and ELL shall submit its prudence review compliance filing to the Commission. ELL shall be entitled to a reasonable opportunity to recover the prudently incurred cost of constructing the Mount-Olive-to-Sarepta Transmission Facilities.¹⁴

The Stipulated Settlement also provides for mandatory reporting by the Company on, among other things, the costs associated with the Planned Generators and the Mount-Olive-to-Sarepta Transmission Facilities.¹⁵

With respect to the assertion that the Company will not have sufficient notice of the Customer's intentions concerning renewal, that issue was discussed extensively in the Company's Pre-Hearing Statement, and the Company has pointed out that (1) it has a reciprocal right to decide not to renew the ESA, and (2) the Company can employ that reciprocal right if necessary to ensure it is able to develop an adequate resource plan. In any event, as with the other arguments made by the NPOs in this section, the notice issue is also addressed in the Stipulated Settlement, with ELL having agreed "[d]uring the Original Term of the ESA . . . [to] [a]scertain and provide the Commission with Customer's renewal status prior to any filing pursuant to the MBM Order or the Capacity Certification Order seeking the addition of any resource, the need for which is dependent

¹⁴ See Stipulated Settlement, ¶¶ I.A.6, I.A.9, I.A.11, I.B.5, I.B.6, I.B.8.

¹⁵ See Stipulated Settlement, ¶¶ I.A.10, I.B.7.

on the continuation of the Customer load beyond the Original Term of the ESA.”¹⁶ Moreover, the Company has agreed, “[a]s part of the Company’s integrated resource plan filings, [to] specifically assess the Planned Generators and the impact of Customer’s renewal or non-renewal status on the need for the Otherwise Needed Generators or any other plans considered to serve load other than the Customer’s load.”¹⁷ Thus, as with the other issues raised by the NPOs in this section, the Stipulated Settlement provides additional assurances to the Company’s existing customers with respect to the purported “unreasonable risks” identified by the NPOs.

c. The Stipulated Settlement addresses the NPOs’ asserted “reliability risks”.

In perhaps the clearest example of the NPOs’ failure to acknowledge or address the terms of the Stipulated Settlement, the NPOs assert the Stipulated Settlement does not adequately address potential reliability issues and that the Company should be required to make a periodic filing with the Commission that identifies any problems associated with the Customer’s dynamic load. The NPOs further assert the Company should submit an agreement addressing load reduction.

As explained in the Company’s Rebuttal Testimony in this matter, many of the complaints concerning ELL’s evaluation of transmission risks were unfounded: ELL has already completed its analysis of thermal risks, voltage risks, and transient stability risks,¹⁸ and it also has incorporated certain contractual provisions that address load reduction.¹⁹ In any event, the Stipulated Settlement includes significant commitments with respect to reporting on any reliability-related issues:

ELL will conduct appropriate analyses regarding the interplay between the Customer’s Project and ELL’s transmission system. To

¹⁶ See Stipulated Settlement, IV.D.1(a).

¹⁷ See Stipulated Settlement, IV.D.1(b). As set forth in the Stipulated Settlement, the “Otherwise Needed Generators refer to two assumed combined cycle resources with commercial operation dates (“CODs”) in 2041 and 2044, respectively, and two combustion turbine-generators with CODs in 2042 and 2043, respectively, which appeared in the Company’s resource plan as of the time of the filing of the Application.” See *id.*, n.12.

¹⁸ See Rebuttal Testimony of Daniel Kline, at 7-8, 10-19.

¹⁹ See Rebuttal Testimony of Laura J. Beauchamp, at 34-36.

the extent material upgrades are required to the transmission system solely as a result of the Customer's Project, the costs of those upgrades shall not be included in the rates of customers other than the Customer.

ELL will install power quality monitoring equipment on the substation serving the Customer's Project. In the event the monitoring indicates any substantial power quality concerns, including the potential of torsional stress or violations of IEEE 2800, then, as would occur with any customer for whom such issues are detected, such issues will be investigated. To the extent material upgrades are required to resolve any noted substantial power quality issues solely as a result of the Customer's Project, then, consistent with what would occur for any customer who causes substantial power quality issues, the costs of those upgrades shall not be included in the rates of customers other than the Customer.

Starting on the last day of the calendar quarter of the one-year anniversary following installation of the power monitoring equipment, ELL will file annual reports in this docket which disclose any material power quality issues that are observed and any resulting remediation efforts. The Company's obligation to file such annual report shall expire once three (3) consecutive years of full facility operation have occurred with no material power quality issues.

Within ninety (90) days of an Order approving this settlement, ELL will file with the Commission, the results of a study of the effect of losing the computing resources portion of the Customer's load and a plan for addressing any resulting transmission violations.

ELL will perform an analysis of the costs, benefits, and potential role of Grid Enhancing Technologies ("GETs") for the ELL transmission system and include a report on the scope, methodology, and results of such analysis in its integrated resource planning ("IRP") filing in the next IRP cycle pursuant to LPSC General Order R-30021. The analysis should include the potential role of GETs in serving ELL customers, including the Customer Project presented in this docket, in a reliable and more economic manner.²⁰

Tellingly, Walmart, a settling party, raised similar concerns about reliability issues arising from extending service to the Customer's Project and agreed to resolve that issue amicably based on the

²⁰ Stipulated Settlement, ¶¶ V.A-E.

provisions of the Stipulated Settlement. The Stipulated Settlement includes substantial obligations with respect to both analyzing and reporting any issues with reliability, and the NPOs' unsupported assertion that any reliability risks are inadequately addressed should be rejected out of hand.

d. The Stipulated Settlement adequately addresses the Mount Olive to Sarepta Transmission Facilities.

With respect to the Mount Olive to Sarepta Transmission Facilities, the NPOs raise two issues: first, that the facilities are being considered System Improvements even though they would purportedly not have been built "but for" the Customer, and, second, that the estimate for the facilities is a Class 5 Estimate. On the former issue, the NPOs completely ignore the unrebutted evidence in this case that the Mount Olive to Sarepta Transmission Facilities were included in ELL's BP24 Long Range Transmission Study, which commenced *before the Customer contacted ELL* about serving its datacenter project and which did not include any of the Customer's load demand.²¹ While the Customer's Project *accelerated* the need for the Mount Olive to Sarepta Transmission Facilities, those facilities had been identified *before the Customer contacted ELL* as being necessary for future growth, and they also provide for interconnection of additional renewable generation for the system. The NPOs' attempt to frame the Mount Olive to Sarepta Transmission Facilities as being a result solely of the Customer's Project is thus factually wrong.

In light of the fact that Mount-Olive-to-Sarepta Transmission Facilities are needed even without the addition of the Customer, the arguments that the Customer must fully pay for these System Improvements are nonsensical and would ignore the decades-long practice in Louisiana with respect to allocation of transmission system upgrades. Moreover, while it is true that the Customer has caused an acceleration of the need for these facilities, other customers are insulated

²¹ See Pre-Hearing Statement, at 69 (citing Rebuttal Testimony of Daniel Kline, at 3).

from these “acceleration costs.” The Stipulated Settlement provides for a Deferral Proposal Framework which includes “in-service rate adjustments for the . . . Sarepta-to-Mount-Olive Transmission Facilities.”²² These in-service rate adjustments utilize deferred revenues from the Customer to cover the “acceleration costs” associated with the accelerated need for these System Improvements.

As to the argument concerning the Class 5 estimate, the Company has at times included higher class estimates in the transmission planning process and certification proceedings, and requiring a more-exacting estimate would have required additional time that the Company did not have if it sought to meet the Customer’s timeline.²³ Regardless, even if the estimate were to change, such an increase is expected to be absorbed within the project’s planned contingency, and the Customer will bear a significant portion of the final costs for the Mount Olive to Sarepta Transmission Facilities based on its participation in Rider FRP and the anticipated level of service the Customer is expected to take—and all of this is before taking into account the \$110 million to \$132 million in potential variable cost savings cited by Staff’s witness, Mr. Sisung, that arise from dispatching the more efficient, Customer-funded Planned Generators, which have a heat rate (BTU/kWh) that is approximately 30% lower than the MISO market heat rate.²⁴ Furthermore, all of this relates back to the Stipulated Settlement, which provides that “ELL has a continuing obligation to prudently manage the construction of the Mount-Olive-to-Sarepta Transmission Facilities” and that the costs incurred in constructing the facilities are subject to a full prudence review.²⁵

²² See Stipulated Settlement ¶ III.B.

²³ See Rebuttal of Daniel Kline, at 6-7.

²⁴ See *id.*

²⁵ See Stipulated Settlement, ¶¶ I.B.6, 8.

e. The NPOs' assertion that the "claimed benefits are illusory or unsupported" is incorrect.

The NPOs challenge the "claimed benefits" of the Customer's Project—specifically, the commitments from Meta to employ at least 500 people at an average salary of \$82,000, from Laidley to fund significant clean and renewable resources, and from Laidley to make a significant contribution to Entergy's Power to Care Program—as illusory and unsupported. As with the NPOs' other arguments, these challenges are factually erroneous and, as to the clean commitments, the subject of additional assurances in the Stipulated Settlement, and the arguments in Opposition to the Stipulated Settlement fail.

As to the commitment from Meta to hire at least 500 employees, the NPOs assert that this commitment is without any evidentiary support, notwithstanding the submission of a letter from Meta expressly and unambiguously stating its intent to invest "over \$10 billion and . . . support 500 operational jobs, along with 5,000 skilled trade workers on site at peak construction," with Meta "making a concerted effort to hire locally." According to the NPOs, the letter from Meta is mere "puffery" that "simply reasserts the same claim that appears on Meta's website,"²⁶ but it is unclear what, if any, reason could possibly exist for disregarding the written assurances from Meta that were included in the April 2, 2025 letter. The April 2, 2025 letter plainly constitutes evidence that can be considered by the Commission, and the Commission should accordingly find that the anticipated economic benefits from the Project are supported.

As to the clean commitments from the Customer, the NPOs assert that those commitments are illusory because there is a "timing mismatch" between the date the Planned Generators come online and the deadline for procuring renewables, the Company has not developed transmission

²⁶ See NPOs' Opposition to Stipulated Settlement, at 39.

for the proposed renewable resources, and the Customer has certain termination rights with respect to the resources in the Corporate Sustainability Rider ("CSR"). The first two are easily dispensed with: the NPOs provide no reason for which a "timing mismatch" renders the clean commitments unlikely to come to fruition, and transmission needs will be studied and developed when particular resources are identified.²⁷ As to all of these issues, however, the Stipulated Settlement again provides key assurances that the clean commitments in the CSR are legitimate and likely to be pursued, including:

ELL may solicit, procure and designate to Customer 1,500 MW of solar and/or hybrid resources ("Initial Renewable Subscription Amount") contemplated by the Corporate Sustainability Rider ("CSR") . . . through an alternative procurement . . ., including use of the expedited certification process approved in the Commission's 3GW Order²⁸

To the extent ELL has viable proposals for renewable resources that do not meet the Breakeven Parameters of the original 3 GW Order but that are located in MISO Local Resource Zone ("LRZ") 9 (the LRZ that encompasses the portion of the MISO region within Louisiana and Texas), ELL has the right to propose to utilize such resources to fulfill the Initial Renewable Subscription Amount without regard to the allocation priority set forth [in the Stipulated Settlement]. . . .

In the event that the Company conducts an open season enrollment process for Geaux ZERO Group 2 Subscriptions and a portion of portfolio of resources are unsubscribed after the open season process, ELL has the right to utilize such unsubscribed resources to fulfill the Initial Renewable Subscription Amount.

No later than sixty (60) days after the Commission's Order approving this settlement, the Commission Staff and ELL will host a technical conference to identify stakeholder suggestions regarding (a) appropriate revisions to the breakeven parameters, (b) any other improvements intended to facilitate more successful Procurement

²⁷ Interestingly, as set forth above, the Company actually identified the Mount Olive to Sarepta Transmission Facilities in ELL's BP24 Long Range Transmission Study, and those facilities provide for interconnection of additional renewable generation for the system, in addition to load growth. The NPOs have thus challenged the exact planning efforts for which they advocate in their Opposition.

²⁸ LPSC Order No. U-36697.

Windows for 3 GW Order RFP, and (c) proposals regarding implementation steps for any modifications to the 3GW Order procurement process approved in this proceeding.

Excluding any projects for which Entergy seeks review under the Commission's 3 GW Order's expedited certification process, Entergy agrees to use commercially reasonable best efforts to procure and file a certificate of public convenience and necessity ("CPCN") for 500 MW of solar that meets the public interest standard within six months following the entry of an Order by the Commission approving this settlement. Assuming applicable regulatory approvals have been obtained in a form acceptable to Entergy in its sole discretion, Entergy will use commercially reasonable best efforts to assure construction is commenced on such solar project(s) within one year following the entry of an Order by the Commission approving this settlement. Entergy agrees to meet with the signatories, if desired, to this settlement within the 30 days before filing the CPCN case to preview the case.²⁹

As with the NPOs' other arguments, the NPOs have failed to address the obligations in the Stipulated Settlement that support a finding that the CSR is (and always has been) an enforceable, legitimate commitment.

Lastly, the NPOs assert that the Customer's commitment to match up to \$1 million for the Power to Care is "immaterial." As pointed out by Entergy in both Rebuttal Testimony and briefing, there does not appear to be any constructive purpose behind the NPOs' attack on the Customer's donation to Power to Care. The donation—which is intended to be used for providing financial assistance to ELL's senior customers and customers with disabilities that live on low or fixed incomes in Louisiana—is funding that the Customer was under no obligation to provide and represents a clear demonstration by the Customer that it intends to support its new community. The Customer's donation to Power to Care is additional to whatever other philanthropy it or Meta has planned in Louisiana. The Customer should not be minimized or criticized for its charitable

²⁹ See Stipulated Settlement, ¶¶ II.A.1, 6(c), 6(d), 6(e), 7.

donation; rather, its donation should be celebrated as a positive, additional benefit for the State of Louisiana without any downside risk.

f. The Third Planned Generator should be certified.

The NPOs briefly assert that the third Planned Generator (to be located at the Company's existing Waterford site near Killona, Louisiana) should not be certified because, according to the NPOs, the costs of that unit are too uncertain and the "transmission benefits" of the third generator have not been established. On the former issue, the NPOs acknowledge that a cost estimate has been provided and that ELL has asserted the costs for the third unit are expected to be similar to the costs for the first and second units. As to any concerns about whether the costs will change as the third Planned Generator is constructed, those concerns are mitigated both by the true-up provisions of the Customer's ESA and the obligations imposed by the Stipulated Settlement to prudently manage construction of the Planned Generators.³⁰

With respect to the "transmission benefits" of the third Planned Generator, the NPOs appear to be asserting that they doubt there is a need at all for the third generator (because they question the "base assumption" in which three generators are built) while also questioning whether there would be a "significant increase in thermal violations" if the third generator were removed.³¹ Both arguments miss the mark: the third generator is needed because, with the addition of the Customer's load to ELL's system, ELL will need the third generator to meet its system's capacity needs. Although the decision to locate the third generator in SELPA does afford certain transmission benefits, this generator is being built as a necessary component of ELL's plan to serve its anticipated system-wide load.

³⁰ See Stipulated Agreement, ¶ 9.

³¹ See Opposition to Stipulated Settlement, at 51.

As to evaluating whether there will be a “significant increase in thermal violations” if the third Planned Generator is removed, this misunderstands the issue. As explained in connection with this Application, the third Planned Generator is being sited in the Southeast Louisiana Planning Area (“SELPA”) to mitigate the fact that (1) SELPA is a transmission-constrained load pocket, and (2) with the Customer’s massive new load coming online in north Louisiana, there is a need to compensate for the loss of north-south power flows that have historically existed. By placing a generator in SELPA, the Company will be alleviating some of the challenges presented by transmission constraints in the region while also lessening reliance on power flowing from the northern part of the state to SELPA. Thus, the third Planned Generator is needed to serve the Company’s systemwide load once the Customer’s load is added, and placing the third Planned Generator in SELPA is expected to result in certain transmission-related benefits.

g. Meta is not an indispensable party.

In its final argument in opposition to the Stipulated Settlement, the NPOs resurrect their previously rejected assertions that Meta is an indispensable party and that, because Meta was not added to this proceeding, the proceeding should be dismissed. The Company has already fully briefed this issue (and incorporates that briefing in full herein), but two overarching points bear emphasizing: first, it would be inadvisable to find that a customer is an indispensable party to a proceeding regarding additional system resources, because such a finding could establish a precedent that would require joining customers in a variety of future proceedings—an outcome that could undermine the efficiency of proceedings while also discouraging customers from seeking to locate projects in Louisiana. Second, as the ALJ correctly pointed out, third parties are not “indispensable” merely because they possess information relevant to a proceeding—the crux

of the NPOs' argument.³² If a party to a proceeding seeks information from a non-party, it has a variety of discovery options available to it—options that, notably, the NPOs attempted at the eleventh hour to pursue. A purported need for information does not render a third party “necessary” for adjudication of a suit, and the NPOs’ arguments concerning nonjoinder fail.

CONCLUSION

For the foregoing reasons, and those set forth in the Company’s originally filed Joint Motion for Approval of the July 11, 2025 Contested Settlement Pursuant to Rule 57, the company respectfully asks that the Commission assert its original and primary jurisdiction pursuant to Rule 57 of the Commission’s Rules of Practice and Procedure; consider the Stipulated Settlement attached as Exhibit A to the Joint Motion at the Commission’s August 20, 2025 Business and Executive Session; find, on the basis of the extensive and well-developed evidentiary record in this matter, that the Stipulated Settlement is in the public interest; and issue an order approving and adopting the terms of the same in this docket. The Company further requests any additional relief deemed just and appropriate by the Tribunal and the Commission.

³² See April 4, 2025 Ruling on Peremptory Exception of Nonjoinder, at 13-14. The NPOs challenge the persuasiveness of the federal jurisprudence on this issue, but “[w]hen an article of the Louisiana Code of Civil Procedure is based on a federal rule, decisions of the federal courts may be used for guidance.” See *Hazelwood Farm, Inc. v. Liberty Oil & Gas Corp.*, 01-0345, p. 6 (La. App. 3 Cir. 6/20/01); 790 So. 2d 93, 98 n.2 (citing *Scott v. Hosp. Serv. Dist. No. 1*, 496 So. 2d 270 (La. 1986)).

Respectfully submitted,

By: 

D. Skylar Rosenbloom, La. Bar No. 31309
Matthew T. Brown, La. Bar No. 25595
Michael R. Dodson, La. Bar No. 37450
ENTERGY SERVICES, LLC
639 Loyola Avenue
Mail Unit L-ENT-26E
New Orleans, Louisiana 70113
Telephone: (504) 576-2603
Facsimile: (504) 576-5579
drosenb@entergy.com
mbrow12@entergy.com
mdodso1@entergy.com

-and-

Stephen T. Perrien, La. Bar No. 22590
PERRIEN LLC
111 Veterans Memorial Boulevard
Suite 1520
Metairie, Louisiana 70005
Telephone: (504) 381-0815
stp@perrienllc.com

-and-

W. Raley Alford, III, La. Bar No. 27354
Alison N. Palermo, La. Bar No. 31276
STANLEY REUTER ALFORD OWEN
MUNSON & PAUL, LLC
909 Poydras Street, Suite 2500
New Orleans, Louisiana 70112
Telephone: (504) 523-1580
Facsimile: (504) 524-0069
wra@stanleyreuter.com

-and-

Mark A. Cunningham, La. Bar No. 24063
JONES WALKER LLP
201 St. Charles Avenue, Suite 5100
New Orleans, Louisiana 70170-5100
Telephone: (504) 582-8000
Facsimile: (504) 582-8583
mcunningham@joneswalker.com

-and-

Ryan E. Johnson, La. Bar No. 26352
JONES WALKER LLP
445 North Boulevard, Suite 800
Baton Rouge, Louisiana 70802
Telephone: (225) 248-2000
Facsimile: (225) 248-2010
rjohnson@joneswalker.com

ATTORNEYS FOR ENTERGY LOUISIANA, LLC



Parent Guaranty

FORM OF BUYER'S GUARANTY

PARENT GUARANTY

4/1/2025

To:

Entergy Louisiana, LLC
9585 Pecue Blvd
Baton Rouge, LA 70810
Attention: Dir, Project Management – Capital Projects
laed@entergy.com

Ladies and Gentlemen:

In consideration of Entergy Louisiana, LLC(hereinafter "Counterparty") having entered into or entering into that certain Agreement For Contribution In Aid Of Construction and Capital Costs dated as of 9/30/2024 with Laidley, LLC (hereinafter "Obligor") (such Agreement For Contribution In Aid Of Construction and Capital Costs hereinafter the "Agreement"), Meta Platforms, Inc. a Delaware Corporation. (hereinafter "Guarantor"), hereby irrevocably and unconditionally guarantees to Counterparty, with effect from the date of the Agreement, the due and punctual payment of all amounts payable by Obligor under the Agreement (the "Guaranteed Obligations") when the same shall become due and payable, whether on scheduled payment dates, upon demand, upon declaration of termination or otherwise, in accordance with, and subject to, the terms of the Agreement and giving effect to any applicable grace period. Upon failure of Obligor punctually to pay any such amounts after the passage of applicable notice and cure periods, and upon written demand by Counterparty to Guarantor at its address set forth below the signature block of this guaranty (the "Guaranty") (or to such other address as Guarantor may specify in writing) in accordance with the demand procedures described in more detail below, Guarantor agrees to pay or cause to be paid the Guaranteed Obligations; provided that delay by Counterparty in giving such demand shall in no event affect Guarantor's obligations under this Guaranty. This Guaranty is a guarantee of payment and not of collection.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR ANYWHERE ELSE, GUARANTOR'S MAXIMUM CUMULATIVE LIABILITY TO COUNTERPARTY OR ANY OTHER PERSON OR ENTITY BY, UNDER, OR WITH RESPECT TO THIS AGREEMENT WILL NOT EXCEED [REDACTED]

Guarantor hereby agrees that its obligations hereunder shall be continuing and unconditional and will not be discharged except by complete payment of the Guaranteed Obligations, irrespective of (1) any claim as to the Agreement's validity, regularity or enforceability or the lack of authority of Obligor to execute or deliver the Agreement; or (2) any change in or amendment to the Agreement; or (3) any waiver or consent by Counterparty with respect to any provisions thereof;



or (4) the absence or existence of any action to enforce the Agreement, or the recovery of any judgment against Obligor or of any action to enforce a judgment against Obligor under the Agreement; or (5) the dissolution, winding up, liquidation or insolvency of Obligor, including any discharge of obligations therefrom; or (6) any similar circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor generally.

Guarantor hereby waives diligence, presentment, demand on Obligor for payment or otherwise (except as provided hereinabove), filing of claims, requirement of a prior proceeding against Obligor and protest or notice, except as provided for in the Agreement with respect to the Guaranteed Obligations. If at any time payment under the Agreement is rescinded or must be otherwise restored or returned by Counterparty upon the insolvency, bankruptcy or reorganization of Obligor or Guarantor or otherwise, Guarantor's obligations hereunder with respect to such payment shall be reinstated upon such restoration or return being made by Counterparty. **Guarantor hereby waives: (a) any right to assert against Counterparty as a defense, counterclaim, set-off or crossclaim, any defense (legal or equitable), counterclaim, set-off, crossclaim or other claim which Guarantor may now or at any time hereafter have against Obligor or any other party liable to Counterparty in any way or manner; and (b) any defense arising by reason of any claim or defense based upon an election of remedies by Counterparty which in any manner impairs, affects, reduces, releases, destroys or extinguishes Guarantor's subrogation rights, rights to proceed against Obligor for reimbursement, or any other rights of the Guarantor to proceed against Obligor or against any other person, property or security.**

Guarantor represents to Counterparty, as of the date hereof, that:

1. it is duly organized and validly existing under the laws of the jurisdiction of its incorporation and has full power and legal right to execute and deliver this Guaranty and to perform the provisions of this Guaranty on its part to be performed;
2. its execution, delivery and performance of this Guaranty have been and remain duly authorized by all necessary corporate action and do not contravene any provision of its certificate of incorporation or by-laws or any law, regulation or contractual restriction binding on it or its assets;
3. all consents, authorizations, approvals and clearances (including, without limitation, any necessary exchange control approval) and notifications, reports and registrations requisite for its due execution, delivery and performance of this Guaranty have been obtained from or, as the case may be, filed with the relevant governmental authorities having jurisdiction and remain in full force and effect and all conditions thereof have been duly complied with and no other action by, and no notice to or filing with, any governmental authority having jurisdiction is required for such execution, delivery or performance; and
4. this Guaranty is its legal, valid and binding obligation enforceable against it in accordance with its terms except as enforcement hereof may be limited by applicable bankruptcy,



insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights or by general equity principles.

Any demand by Counterparty for payment hereunder shall be in writing, signed by a duly authorized representative of Counterparty and delivered to the Guarantor at the address set forth below, and shall (a) reference this Guaranty, (b) specifically identify Obligor, the nature of the default, the Guaranteed Obligations to be paid and the amount of such Guaranteed Obligations and (c) set forth payment instructions, including bank name, routing number and bank account number where payment of the Guaranteed Obligations is to be made. Guarantor shall pay, or cause to be paid, such Guaranteed Obligations within ten (10) business days of receipt of such demand.

Each of the provisions contained in this Guaranty shall be severable and distinct from one another and if one or more of such provisions are now or hereafter becomes invalid, illegal or unenforceable, the validity, illegality and enforceability of the remaining provisions of this Guaranty shall not in any way be affected, prejudiced or impaired thereby.

By accepting this Guaranty and entering into the Agreement, Counterparty agrees that Guarantor shall be subrogated to all rights of Counterparty against Obligor in respect of any amounts paid by Guarantor pursuant to this Guaranty, provided that Guarantor shall be entitled to enforce or to receive any payment arising out of or based upon such right of subrogation only to the extent that Counterparty has received all amounts payable by Obligor under the Agreement.

Guarantor may not assign its rights nor delegate its obligations under this Guaranty in whole or part, without prior written consent of Counterparty, and any purported assignment or delegation absent such consent is void. Counterparty may assign its rights under this Guaranty to Counterparty's permitted successors and assigns in accordance with the Agreement and applicable law.

The terms and provisions hereof may not be waived, altered, modified, or amended except in a writing executed by Guarantor and Counterparty.

This Guaranty shall be governed by and construed in accordance with the laws of the State of New York, without reference to its choice of law doctrine. All capitalized terms not otherwise defined herein shall have the respective meanings assigned to them in the Agreement.

Meta Platforms, Inc

By: R. Bryce Dalley
R. Bryce Dalley (Mar 26, 2025 08:30 PDT)
Name: Bryce Dalley
Title: Director, Commercial Energy Supply

Send written demand(s) to:
Laidley LLC
C/O Meta Platforms, Inc.
Clean Energy Asset Management



Attention: Bryce Dalley, Commercial Energy Supply
1 Meta Way
Menlo Park, CA 94025
and with a mandatory copy emailed to: energycontracts@meta.com
and to: energylegal@meta.com
and to: energy@meta.com

**Service List for U-37425
as of 8/18/2025**

Commissioner(s)

Jean-Paul P. Coussan

Mike Francis

Davante Lewis

Foster L. Campbell

Eric Skrmetta

LPSC Staff Counsel

Lauren Evans, Deputy General Counsel

LPSC Staff

Donnie Marks, LPSC Utilities Division

Robin Pendergrass, LPSC Auditing Division

LPSC Consultant

R. Lane Sisung

United Professionals Group

3850 North Causeway Blvd., Suite 1930

Metairie, LA 70002

Email: lane@sisung.com

Fax: (504)544-7701; Phone: (504)544-7724

Julie Viviano

United Professionals Company

3850 North Causeway Blvd., Suite 1930

Metairie, LA 70002

Email: julie@sisung.com

Fax: (504)544-7701; Phone: (504)544-7711

Jake Chapman

United Professionals Company

3850 North Causeway Blvd., Suite 1930

Metairie, LA 70002

Email: jake@sisung.com

Fax: (504)544-7730; Phone: (504)544-7701

Jonathan Bourg

United Professionals Company

3850 North Causeway Blvd., Suite 1930

Metairie, LA 70002

Email: jbourg@sisung.com

Fax: (504)544-7702; Phone: (504)544-7728

LPSC Special Counsel

Dana Shelton

Stone, Pigman, Walther, Wittmann, LLC

909 Poydras Street, Suite 3150

New Orleans, LA 70112-4042

Email: dshelton@stonepigman.com

Fax: (504)596-0810; Phone: (504)593-0810

Noel Darce

Stone, Pigman, Walther, Wittmann, LLC

909 Poydras St, Ste 3150

New Orleans, LA 70112-4041

Email: ndarce@stonepigman.com

Fax: (504)581-3361; Phone: (504)581-3200

Justin A. Swaim

909 Poydras Street, Suite 3150

New Orleans, LA 70112-4042

Email: jswaim@stonepigman.com

Fax: ; Phone: (504)581-3200

Applicant :

Entergy Louisiana, LLC

D. Skylar Rosenbloom

Entergy Services, LLC

639 Loyola Avenue

Mail Unit L-ENT-26E

New Orleans, LA 70113

Email: drosenb@entergy.com

Fax: (504)579-5579; Phone: (504)576-2603

Matthew T. Brown
Entergy Services, LLC
639 Loyola Avenue
Mail Unit L-ENT-26E
New Orleans, LA 70113
Email: mbrow12@entergy.com
Fax: (504)576-5579; Phone: (504)576-4645

Michael R. Dodson
Entergy Services, LLC
639 Loyola Avenue
Mail Unit L-ENT-26E
New Orleans, LA 70113
Email: mdodso1@entergy.com
Fax: ; Phone: (504)576-5508

Lawrence J. Hand Jr.
Entergy Louisiana, LLC
4809 Jefferson Highway
Mail Unit L-JEF-357
Jefferson, LA 70121
Email: lhand@entergy.com
Fax: (504)840-2681; Phone: (504)840-2528

Ryan D. Jones
Entergy Services, LLC
4809 Jefferson Highway
Main Unit L-JEF-357
Jefferson, LA 70121
Email: rjones25@entergy.com
Fax: (504)840-2681; Phone: (504)840-2615

Company :

Meta Platforms, Inc.

Weston Adams

1320 Main street, 17th floor

Columbia, SC 29205

Email: weston.adams@nelsonmullins.com

Fax: ; Phone: (803)255-9708

Intervenor :

Louisiana Energy Users Group

Randy Young

Kean Miller, LLP

400 Convention Street, Suite 700 (70802)

Post Office Box 3513

Baton Rouge, LA 70821-3513

Email: Randy.Young@keanmiller.com

Fax: (225)388-9133; Phone: (225)387-0999

Carrie R. Tournillon

Kean Miller, LLP

400 Convention Street, Suite 700 (70802)

Post Office Box 3513

Baton Rouge, LA 70821

Email: carrie.tournillon@keanmiller.com

Fax: (225)388-9133; Phone: (225)387-0999

Gordon D. Polozola

Kean Miller, LLP

400 Convention Street, Suite 700 (70802)

Post Office Box 3513

Baton Rouge, LA 70821

Email: gordon.polozola@keanmiller.com

Fax: (225)388-9133; Phone: (225)387-0999

Nathan Bromley

Kean Miller, LLP

400 Convention Street, Suite 700 (70802)

Post Office Box 3513

Baton Rouge, LA 70821

Email: nathan.bromley@keanmiller.com

Fax: (225)388-9133; Phone: (225)387-0999

Intervenor :

Southern Renewable Energy Association

Simon Mahan

Southern Renewable Energy Association (SREA)

11610 Pleasant Ridge Road, Suite 103 #176

Little Rock, AR 72223

Email: simon@southernwind.org

Fax: ; Phone: (337)303-3723

Whit Cox

Southern Renewable Energy Association (SREA)

11610 Pleasant Ridge Road, Suite 103 #176

Little Rock, AR 72223

Email: whit@southernrenewable.org

Fax: ; Phone: (501)701-0874

Intervenor : **Alliance for Affordable Energy**
Jessica Hendricks
Alliance for Affordable Energy
4505 S. Claiborne Ave
New Orleans, LA 70125
Email: jessica@all4energy.org
Fax: (504)313-3478; Phone: (504)208-9761

Logan Atkinson Burke
Alliance for Affordable Energy
4505 S. Claiborne Avenue
New Orleans, LA 70125
Email: Logan@all4energy.org
Fax: (504)313-3478; Phone: (504)208-9761

Sophie Zaken
Alliance for Affordable Energy
4505 S. Claiborne Avenue
New Orleans, LA 70125
Email: regulatory@all4energy.org
Fax: (504)313-3478; Phone: (504)208-9761

Intervenor : **Union of Concerned Scientists**
Paul Arbaje
Union of Concerned Scientists
2 Brattle Square
Cambridge, MA 02138
Email: parbaje@ucsusa.org
Fax: ; Phone: (617)716-6314

Intervenor : **1803 Electric Cooperative, Inc.**
Kyle C. Marionneaux
Marionneaux Kantrow, LLC
10202 Jefferson Highway, Bldg. C
Baton Rouge , LA 70809-3183
Email: kyle@mklawla.com
Fax: (225)757-1709; Phone: (225)769-7473

John N. Grinton
Marionneaux Kantrow, LLC
10202 Jefferson Highway, Bldg. C
Baton Rouge, LA 70809
Email: john@mklawla.com
Fax: (225)757-1709; Phone: (225)769-7473

Brian W. Hobbs
1803 Electric Cooperative, Inc.
4601 Bluebonnet Blvd.
Baton Rouge, LA 70809
Email: brian.hobbs@1803electric.coop
Fax: ; Phone: (405)831-5615

Ron Repsher
1803 Electric Cooperative, Inc.
4601 Bluebonnet Blvd.
Baton Rouge, LA 70809
Email: ron.repsher@1803electric.coop
Fax: ; Phone: (405)831-5615

Intervenor :

**Occidental Chemical Corporation and
Northeast Louisiana Power Cooperative,
Inc.**

Luke F. Piontek

Roedel, Parsons, Blache, Fontana, Piontek & Pisano
8440 Jefferson Highway, Ste. 301

Baton Rouge, LA 70809

Email: lpiontek@roedelparsons.com

Fax: (225)928-4925; Phone: (225)929-7033

Daniel T. Price

Roedel, Parsons, Blache, Fontana, Piontek & Pisano
8440 Jefferson Highway, Suite 301

Baton Rouge, LA 70809

Email: dprice@roedelparsons.com

Fax: (225)928-4925; Phone: (225)929-7033

J. Arthur Smith IV

Roedel, Parsons, Blache, Fontana, Piontek & Pisano
8440 Jefferson Highway, Suite 301

Baton Rouge, LA 70809

Email: asmith@roedelparsons.com

Fax: ; Phone: (225)929-7033

Intervenor :

Sierra Club

Joshua Smith

Sierra Club Environmental Law Program

2101 Webster Street, Suite 1300

Oakland, CA 94612-3011

Email: joshua.smith@sierraclub.org

Fax: (510)208-3140; Phone: (415)977-5560

Tony Mendoza

Sierra Club Environmental Law Program

2101 Weber Street, Suite 1300

Oakland, CA 94612

Email: tony.mendoza@sierraclub.org

Fax: ; Phone: (415)977-5589

Ashley Soliman

Sierra Club Environmental Law Program

2101 Webster Street, Suite 1300

Oakland, CA 94612-3011

Email: ashley.soliman@sierraclub.org

Fax: ; Phone: (415)977-5660

Intervenor :

Housing Louisiana

Andreanecia Morris

HousingLOUISIANA

3636 South Sherwood Forest Boulevard, Suite 110

Baton Rouge, LA 70816

Email: Amorris@housinglouisiana.org

Jennifer Baker

HousingLOUISIANA

3636 South Sherwood Forest Boulevard, Suite 110

Baton Rouge, LA 70816

Email: jbakker@housinglouisiana.org

Intervenor :

Walmart Inc.

Carrie H. Grundmann

Spilman Thomas & Battle, PLLC

110 Oakwood Drive, Suite 500

Winston-Salem, NC 27103

Email: cgrundmann@spilmanlaw.com

Fax: (336)725-4476; Phone: (540)353-2744

Hikmat Al-Chami

Spilman Thomas & Battle, PLLC

110 Oakwood Drive, Suite 500

Winston-Salem, NC 27103

Email: HAl-Chami@spilmanlaw.com

Fax: (336)725-4476; Phone: (540)353-2744

Derrick P. Williamson

Spilman Thomas & Battle, PLLC

1100 Bent Creek Blvd, Suite 101

Mechanicsburg, PA 17050

Email: dwilliamson@spilmanlaw.com

Steve W. Chriss
Walmart Inc.
2608 SE J Street, Mail Stop: 5530
Bentonville, AR 72716
Email: stephen.chriss@walmart.com
Fax: ; Phone: (479)204-1594

Eric Austin
Walmart, Inc.
2608 SE J Street, Mail Stop: 5530
Bentonville, AR 72716
Email: eric.austin@walmart.com
Fax: ; Phone: (575)616-1635

**Intervenor : Alliance for Affordable Energy and Union
of Concerned Scientists**

Susan Stevens Miller
Earthjustice
1001 G Street NW, Suite 1000
Washington, DC 20001
Email: smiller@earthjustice.org
Fax: (202)667-2356; Phone: (202)797-5246

Michael C. Soules
Earthjustice
1001 G Street NW
Suite 1000
Washington, DC 20001
Email: msoules@earthjustice.org
Fax: ; Phone: (202)797-5237

Alaina DiLaura
Alliance for Affordable Energy
4505 S. Claiborne Ave.
New Orleans, LA 70125
Email: alaina@all4energy.org
Fax: ; Phone: (504)208-9761

Maribel Ortega Montiel
Earthjustice
707 Wilshire Blvd., Suite 4300
Los Angeles, CA 90017
Email: mortega@earthjustice.org
Fax: ; Phone: (213)766-1077

Allison Brouk
845 Texas Ave., Suite 200
Houston, TX 77002
Email: abrouk@earthjustice.org

Interested Party : Southwest Louisiana Electric Membership Corporation

Theodore G. Edwards IV

Davidson, Meaux, Sonnier, McElligott, Fontenot,
Gideon & Edwards

810 S. Buchanan Street

Lafayette, LA 70501

Email: gedwards@davidsonmeaux.com

Fax: (337)237-3676; Phone: (337)237-1660

Christopher J. Piasecki

Davidson, Meaux, Sonnier, McElligott, Fontenot,
Gideon & Edwards

810 South Buchanan Street

P. O. Box 2908

Lafayette, LA 70502-2908

Email: cpiasecki@davidsonmeaux.com

Fax: (337)237-3676; Phone: (337)237-1660

Hoa Nguyen (Paralegal)

Davidson, Meaux, Sonnier, McElligott, Fontenot,
Gideon & Edwards

810 South Buchannan

P. O. Box 2908

Lafayette, LA 70502

Email: hnguyen@davidsonmeaux.com

Fax: ; Phone: (337)237-1660

Interested Party : Cleco Power LLC

Mark D. Kleehammer
Cleco Power, LLC.
2030 Donahue Ferry Road
Pineville, LA 71360
Email: mark.kleehammer@cleco.com
Fax: (318)484-7685; Phone: (318)484-7716

Nathan G. Huntwork
Phelps Dunbar LLP
365 Canal Street, Ste. 2000
New Orleans, LA 70130-6534
Email: nathan.huntwork@phelps.com
Fax: (504)568-9130; Phone: (504)566-1311

Daniel T. Pancamo
Phelps Dunbar, LLP
365 Canal Street, Suite 2000
New Orleans, LA 70130-6534
Email: dan.pancamo@phelps.com
Fax: (504)568-9130; Phone: (504)566-1311

Collin Buisson
Phelps Dunbar, LLP
365 Canal Street, Suite 2000
New Orleans, LA 70130-6534
Email: Collin.Buisson@phelps.com
Fax: (504)568-9130; Phone: (504)566-1311

Interested Party : Pointe Coupee Electric Membership Corporation

Jennifer J. Vosburg

Jennifer J. Vosburg, LLC

P. O. Box 956

New Roads, LA 70760

Email: jjv@jenniferjvosburg.com

Fax: (225)618-4370; Phone: (225)240-2282

Interested Party : Retail Energy Supply Association

Karen O. Moury Esq.

Eckert, Seamans, Cherin, & Mellott, LLC.

213 Market Street

8th Floor

Harrisburg, PA 17101

Email: kmoury@eckertseamans.com

Fax: (717)237-6019; Phone: (717)237-6000

Deanne M. O'Dell, Esquire

Eckert, Seamans, Cherin, & Mellott, LLC.

213 Market Street., 8th Floor P.O. Box 1248

Harrisburg, PA 17101

Email: dodell@eckertseamans.com

Fax: (717)237-6019; Phone: (717)237-6000

Interested Party : Southwestern Electric Power Company

Bobby S. Gilliam

Wilkinson Carmody & Gilliam

400 Travis Street, Suite 1700

Shreveport, LA 71101

Email: bgilliam@wcglawfirm.com

Fax: (318)221-3705; Phone: (318)221-4196

Jonathan P. McCartney

Wilkinson Carmody & Gilliam

400 Travis Street, Suite 1700,

Shreveport, LA 71101

Email: jmccartney@wcglawfirm.com

Fax: (318)221-3705; Phone: (318)221-4196

Interested Party : Association of Louisiana Electric Cooperatives, Inc. (ALEC)

Kara B. Kantrow

Marionneaux Kantrow, LLC

10202 Jefferson Highway, Building C

Baton Rouge, LA 70809-3183

Email: kara@mklawla.com

Fax: (225)757-1709; Phone: (225)769-7473

Kyle C. Marionneaux

Marionneaux Kantrow, LLC

10202 Jefferson Highway, Bldg. C

Baton Rouge, LA 70809-3183

Email: kyle@mklawla.com

Fax: (225)757-1709; Phone: (225)769-7473

John N. Grinton

Marionneaux Kantrow, LLC

10202 Jefferson Highway, Bldg. C

Baton Rouge, LA 70809

Email: john@mklawla.com

Fax: (225)757-1709; Phone: (225)769-7473

Interested Party : EP2 Consulting, LLC.

Karen Haymon

EP2 Consulting, LLC.

P O Box 13604

Alexandria, LA 71315-3604

Email: karen@ep2consulting.com

Fax: ; Phone: (318)290-7606