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**BEFORE THE
STATE OFFICE OF ADMINISTRATIVE
HEARINGS**

**COMPLAINT OF ENGIE ENERGY MARKETING NA, INC.
AND VIRIDITY ENERGY SOLUTIONS, INC. AGAINST
THE ELECTRIC RELIABILITY COUNCIL OF TEXAS, INC.**

**SOAH ORDER NO. 9
GRANTING ERCOT'S MOTION FOR ISSUANCE OF SUBPOENAS**

On March 24, 2023, the Electric Reliability Council of Texas, Inc. (ERCOT) filed a motion for the issuance of subpoenas for the production of records from non-parties BASA Resources, Inc. (BASA), EDF Trading North America, LLC (EDF Trading), and Priority Power Management, LLC (Priority Power). The requested subpoenas were attached to the motion as Exhibits A, B, and C, and each listed the records that are the subject of the subpoena.

ERCOT explains the relationship of these parties to this proceeding as follows:¹

- BASA is the owner of Load Resources that are claimed to have provided 27 megawatts of Responsive Reserve Service (RRS) for which ENGIE Energy Marketing NA, Inc. (ENGIE) and Viridity Energy Solutions, Inc. (Viridity) seek compensation in this proceeding.
- EDF Trading was Viridity's Qualified Scheduling Entity (QSE) agent during the period in question and, thus, was responsible for the reporting and/or confirmation of any Ancillary Services Trades on Viridity's behalf.
- Priority Power is a QSE who—like ENGIE—purchased RRS from Viridity's Load Resources during the period in question and communicated with Viridity about the proper scheduling and confirmation of that trade.

Given these relationships, ERCOT states that it has reason to believe that BASA, EDF Trading, and Priority Power may each be in possession of documents concerning the disputed issues in this proceeding and that will advance the resolution those issues.

Texas Government Code § 2001.089 states that a state agency shall, on the written request of a party to a contested case pending before it, issue a subpoena addressed to the sheriff or a constable to require the production of books, records, papers, or other objects that may be necessary and proper for the purposes of the proceeding if good cause is shown.² The Administrative Law Judges find that

¹ Capitalized terms in this Order have the meanings set forth in the ERCOT Nodal Protocols effective February 1, 2021, unless otherwise specified.

² See also 16 Tex. Admin. Code § 22.145.

ERCOT has made the required showing, and the motion is **GRANTED**. Executed copies of the subpoenas are attached to this Order.

Signed March 27, 2023.



Sarah Starnes

Administrative Law Judge



Cassandra Quinn

Administrative Law Judge

EXHIBIT A

SUBPOENA TO BASA RESOURCES, INC.

SOAH DOCKET NO. 473-23-04518

PUC DOCKET NO. 53377

COMPLAINT OF ENGIE ENERGY	§	BEFORE THE STATE OFFICE
MARKETING NA, INC. AND VIRIDITY	§	
ENERGY SOLUTIONS, INC. AGAINST	§	OF
THE ELECTRIC RELIABILITY	§	
COUNCIL OF TEXAS, INC.	§	ADMINISTRATIVE HEARINGS

SUBPOENA DUCES TECUM

TO ANY SHERIFF OR CONSTABLE OF THE STATE OF TEXAS OR OTHER PERSON AUTHORIZED TO SERVE AND EXECUTE SUBPOENAS AS PROVIDED IN RULE 176.5 OF THE TEXAS RULES OF CIVIL PROCEDURE

YOU ARE COMMANDED to serve this Subpoena forthwith by delivery to the following:

Recipient: BASA Resources, Inc.

Address: BASA Resources, Inc., by and through its registered agent Michael N. Foster, Jr., 14875 Landmark Blvd., Fourth Floor, Dallas, TX 75254.

BASA Resources, Inc. IS COMMANDED to, within 20 days of being served this Subpoena, produce the documents and other written materials described in the attached **Exhibit A** at the office of Winstead PC, Attn: Ron Moss, 401 Congress Avenue, Suite 2100, Austin, TX 78701. Please contact Ron Moss, counsel for the Electric Reliability Council of Texas, Inc. (“ERCOT”) at 512-370-2867 or rhmooss@winstead.com to arrange an alternative date, place or manner for production, or with any questions or concerns regarding this Subpoena or the documents to be produced.

The documents requested relate to the above-referenced proceeding now pending before the State Office of Administrative Hearings, and was issued at the request of ERCOT.

Failure, without adequate excuse, to comply with this subpoena may be deemed a contempt of the tribunal from which the subpoena is issued or a district court in the county in which the subpoena is served, and may be punishable by fine or confinement, or both.

ISSUED this 27th day of March, 2023.



Sarah Starnes

Administrative Law Judge



Cassandra Quinn

Administrative Law Judge

**SOAH DOCKET NO. 473-23-04518
PUC DOCKET NO. 53377**

RETURN

Came to hand the ____ day of _____, 2023, at ____ o'clock __.M.
and executed the ____ day of _____, 2023, at ____ o'clock __.M. by
delivering to the within named _____ in person at
_____ in _____ County, Texas,
a true copy of this Subpoena, and tendering said witness the sum of \$_____.

By: _____
Person who is not a party to the suit, and is not less than 18 years of age.

ACCEPTANCE OF SERVICE OF SUBPOENA BY WITNESS:

I, the undersigned witness named in the Subpoena acknowledge receipt of a copy thereof,
and hereby accept service of the attached Subpoena, and will provide those documents described
above on said date and time directed in this Subpoena.

SIGNATURE OF WITNESS

DATE

PRINTED NAME OF WITNESS

Not Executed as to the witness named _____ for the following reasons:

FEE FOR SERVICE OF SUBPOENA: \$_____

EXHIBIT A

I. DEFINITIONS

The following definitions apply to each of the requests for documents and other written materials (herein, the “Requests”) set forth herein:

1. The term “ERCOT” shall mean Electric Reliability Council of Texas, Inc., and its representatives.
2. The term “Engie” shall mean ENGIE Energy Marketing NA, Inc., and its representatives.
3. The term “Engie Resources” shall mean ENGIE Resources, LLC, and its representatives.
4. The term “Viridity” shall mean Viridity Energy Solutions, Inc., and its representatives.
5. The term “BASA” shall mean BASA Resources, Inc., and its representatives.
6. The term “EEA3 Event” shall mean the ERCOT Energy Emergency Alert Level 3 event that lasted from approximately 1:20 a.m. on February 15, 2021 to approximately 9:00 a.m. on February 19, 2021.
7. The term “communication” shall include all verbal and written communications (including written records of verbal communications) of every kind, including but not limited to, telephone calls, conferences, letters, electronic mail (e-mail), modem transfers, and all memoranda or other documents concerning the requested item.
8. “Documents” refers to all writings and records of every type, including e-mails or other electronic media, in BASA’s possession, control, or custody, whether produced or stored by any process, including magnetically or electronically. “Documents” shall also refer to copies of documents, even though the originals of those documents are not in BASA’s possession, custody, or control, every copy of a document which contains handwritten or other notations or which otherwise does not duplicate the original or any other copy, and all attachments to any documents.
9. Any term not specifically defined herein shall have the meaning set forth in Section 2 of the ERCOT Protocols.
10. Pursuant to Rule 196.4 of the Texas Rules of Civil Procedure, ERCOT specifically requests production of electronic or magnetic data (included in the definition of document) that is responsive to a request be produced on CD-ROM, DVD, or USB in a format that is compatible with Adobe Acrobat, Microsoft Word, or Microsoft Excel. If a particular type of data cannot be made compatible with these formats, please confer with the attorney(s) listed in the General Instructions to determine a mutually agreeable format.
11. The term “e-mail” includes the entire string and all attachments found anywhere in the e-mail string.
12. The term “concerning” includes the following meanings: relating to; referring to; pertaining to; regarding; discussing; mentioning; containing; reflecting; evidencing; describing; showing; identifying; providing; disproving; consisting of; supporting;

contradicting; in any way legally, logically, or factually connected with the matter to which the term refers; or tending to prove or disprove the matter to which the term refers.

II. GENERAL INSTRUCTIONS

The following General Instructions apply to each of the Requests set forth below:

1. In responding to these Requests, you are requested to provide such documents, materials, and other tangible things as is available to you, including that which you are able to obtain by due diligence from your present or former attorneys, accountants, investigators, consultants, employees, agents, and persons acting on your behalf.
2. In the event any document requested in this request is unavailable, please state the reasons the document is unavailable
3. If any privilege or exclusion is used or claimed to limit your response or justify a refusal to answer or respond, please state the privilege and the ground in your answer in accordance with Texas Rule of Civil Procedure 193.3. If you believe a privilege or exclusion applies to a part of the information responsive to a Request, please provide the information that is responsive and not subject to that privilege or exclusion in accordance with Texas Rule of Civil Procedure 193.2(b).
4. When producing documents pursuant to these Requests, please designate on the document or group of documents the Request(s) in response to which the document(s) are produced.
5. In answering any of these Requests, if there is any ambiguity in interpreting either the request or a definition or instruction applied thereto, please contact Ron Moss at:

Winstead P.C.
401 Congress Avenue, Suite 2100
Austin, Texas 78701
Telephone: (512) 370-2867
Facsimile: (512) 370-2850
Email: rhmooss@winstead.com

If that is not possible, please set forth the language deemed to be ambiguous and the interpretation chosen or used in responding to the request.

6. These Requests are continuing in nature and require supplemental responses when further or different information with respect to any of them is obtained.
7. Use of the singular or plural word form in a request is not to be interpreted to exclude information or documents from the scope or intent of the specific Request.
8. The terms “and” and “or” shall be construed either disjunctively or conjunctively whenever appropriate in order to bring within the scope of these Requests any information or documents which might otherwise be considered to be beyond their scope.

III. DOCUMENTS TO BE PRODUCED

- ERCOT 1-1:** Please produce all contracts and/or agreements that BASA had in place with Viridity during February 2021.
- ERCOT 1-2:** Please produce all contracts and/or agreements that BASA had in place with Engie during February 2021.
- ERCOT 1-3:** Please produce all contracts and/or agreements that BASA had in place with Engie Resources during February 2021.
- ERCOT 1-4:** Please produce all demand letters, default letters, force majeure letters, and/or other communications that BASA has received from or sent to Engie Resources, Engie, and/or Viridity related to the EEA3 Event.
- ERCOT 1-5:** Please produce any invoices or settlement statements that BASA has received from or sent to Engie Resources, Engie, and/or Viridity related to the EEA3 Event.
- ERCOT 1-6:** Please produce all internal BASA communications (including, without limitation, emails, text messages, instant messages, call logs, and call recordings) among BASA employees and/or representatives from February 10, 2021 through February 23, 2021 concerning the February 2021 Winter Storm, including, but not limited to, BASA's anticipated or actual outages during the February 2021 Winter Storm and its restoration of load during or after the Storm.
- ERCOT 1-7:** Please produce all communications, including emails and text messages, between or among BASA and Viridity from February 10, 2021 through February 23, 2021.
- ERCOT 1-8:** Please produce all communications, including emails and text messages, between or among BASA and Engie or Engie Resources from February 10, 2021 through February 23, 2021.
- ERCOT 1-9:** Please produce all communications, including emails and text messages, between or among BASA and EDF from February 10, 2021 through February 23, 2021.
- ERCOT 1-10:** Please produce a log of phone calls made or received by Nathan McGough on February 15 and 16, 2021.
- ERCOT 1-11:** Please produce all documents showing any imbalance charges for operating day February 15, 2021 that were passed through to BASA.

EXHIBIT B

**SUBPOENA TO EDF TRADING NORTH
AMERICA, LLC**

SOAH DOCKET NO. 473-23-04518

PUC DOCKET NO. 53377

COMPLAINT OF ENGIE ENERGY	§	BEFORE THE STATE OFFICE
MARKETING NA, INC. AND VIRIDITY	§	
ENERGY SOLUTIONS, INC. AGAINST	§	OF
THE ELECTRIC RELIABILITY	§	
COUNCIL OF TEXAS, INC.	§	ADMINISTRATIVE HEARINGS

SUBPOENA DUCES TECUM

TO ANY SHERIFF OR CONSTABLE OF THE STATE OF TEXAS OR OTHER PERSON AUTHORIZED TO SERVE AND EXECUTE SUBPOENAS AS PROVIDED IN RULE 176.5 OF THE TEXAS RULES OF CIVIL PROCEDURE

YOU ARE COMMANDED to serve this Subpoena forthwith by delivery to the following:

Recipient: EDF Trading North America, LLC

Address: EDF Trading North America, LLC, by and through its registered agent
Capitol Corporate Services, Inc., 1501 S Mopac Expy, Suite 220, Austin,
TX 78746.

EDF Trading North America, LLC IS COMMANDED to, within 20 days of being served this Subpoena, produce the documents and other written materials described in the attached **Exhibit A** at the office of Winstead PC, Attn: Ron Moss, 401 Congress Avenue, Suite 2100, Austin, TX 78701. Please contact Ron Moss, counsel for the Electric Reliability Council of Texas, Inc. ("ERCOT") at 512-370-2867 or rhmos@winstead.com to arrange an alternative date, place or manner for production, or with any questions or concerns regarding this Subpoena or the documents to be produced.

The documents requested relate to the above-referenced proceeding now pending before the State Office of Administrative Hearings, and was issued at the request of ERCOT.


Failure, without adequate excuse, to comply with this subpoena may be deemed a contempt of the tribunal from which the subpoena is issued or a district court in the county in which the subpoena is served, and may be punishable by fine or confinement, or both.

ISSUED this 27th day of March, 2023.



Sarah Starnes

Administrative Law Judge



Cassandra Quinn

Administrative Law Judge

**SOAH DOCKET NO. 473-23-04518
PUC DOCKET NO. 53377**

RETURN

Came to hand the ____ day of _____, 2023, at ____ o'clock __.M.
and executed the ____ day of _____, 2023, at ____ o'clock __.M. by
delivering to the within named _____ in person at
_____ in _____ County, Texas,
a true copy of this Subpoena, and tendering said witness the sum of \$_____.

By: _____
Person who is not a party to the suit, and is not less than 18 years of age.

ACCEPTANCE OF SERVICE OF SUBPOENA BY WITNESS:

I, the undersigned witness named in the Subpoena acknowledge receipt of a copy thereof,
and hereby accept service of the attached Subpoena, and will provide those documents described
above on said date and time directed in this Subpoena.

SIGNATURE OF WITNESS

DATE

PRINTED NAME OF WITNESS

Not Executed as to the witness named _____ for the following reasons:

FEE FOR SERVICE OF SUBPOENA: \$_____

EXHIBIT A

I. DEFINITIONS

The following definitions apply to each of the requests for documents and other written materials (herein, the “Requests”) set forth herein:

1. The term “ERCOT” shall mean Electric Reliability Council of Texas, Inc., and its representatives.
2. The term “Viridity” shall mean Viridity Energy Solutions, Inc., and its representatives.
3. The term “EDF” shall mean EDF Trading North America, LLC, and its representatives.
4. The term “DAM” shall mean the ERCOT Day-Ahead Market.
5. The term “communication” shall include all verbal and written communications (including written records of verbal communications) of every kind, including but not limited to, telephone calls, conferences, letters, electronic mail (e-mail), modem transfers, and all memoranda or other documents concerning the requested item.
6. “Documents” refers to all writings and records of every type, including e-mails or other electronic media, in EDF’s possession, control, or custody, whether produced or stored by any process, including magnetically or electronically. “Documents” shall also refer to copies of documents, even though the originals of those documents are not in EDF’s possession, custody, or control, every copy of a document which contains handwritten or other notations or which otherwise does not duplicate the original or any other copy, and all attachments to any documents.
7. Any term not specifically defined herein shall have the meaning set forth in Section 2 of the ERCOT Protocols.
8. Pursuant to Rule 196.4 of the Texas Rules of Civil Procedure, ERCOT specifically requests production of electronic or magnetic data (included in the definition of document) that is responsive to a request be produced on CD-ROM, DVD, or USB in a format that is compatible with Adobe Acrobat, Microsoft Word, or Microsoft Excel. If a particular type of data cannot be made compatible with these formats, please confer with the attorney(s) listed in the General Instructions to determine a mutually agreeable format.
9. The term “e-mail” includes the entire string and all attachments found anywhere in the e-mail string.
10. The term “concerning” includes the following meanings: relating to; referring to; pertaining to; regarding; discussing; mentioning; containing; reflecting; evidencing; describing; showing; identifying; providing; disproving; consisting of; supporting; contradicting; in any way legally, logically, or factually connected with the matter to which the term refers; or tending to prove or disprove the matter to which the term refers.

II. GENERAL INSTRUCTIONS

The following General Instructions apply to each of the Requests set forth below:

1. In responding to these Requests, you are requested to provide such documents, materials, and other tangible things as is available to you, including that which you are able to obtain by due diligence from your present or former attorneys, accountants, investigators, consultants, employees, agents, and persons acting on your behalf.
2. In the event any document requested in this request is unavailable, please state the reasons the document is unavailable
3. If any privilege or exclusion is used or claimed to limit your response or justify a refusal to answer or respond, please state the privilege and the ground in your answer in accordance with Texas Rule of Civil Procedure 193.3. If you believe a privilege or exclusion applies to a part of the information responsive to a Request, please provide the information that is responsive and not subject to that privilege or exclusion in accordance with Texas Rule of Civil Procedure 193.2(b).
4. When producing documents pursuant to these Requests, please designate on the document or group of documents the Request(s) in response to which the document(s) are produced.
5. In answering any of these Requests, if there is any ambiguity in interpreting either the request or a definition or instruction applied thereto, please contact Ron Moss at:

Winstead P.C.
401 Congress Avenue, Suite 2100
Austin, Texas 78701
Telephone: (512) 370-2867
Facsimile: (512) 370-2850
Email: rhmooss@winstead.com

If that is not possible, please set forth the language deemed to be ambiguous and the interpretation chosen or used in responding to the request.

6. These Requests are continuing in nature and require supplemental responses when further or different information with respect to any of them is obtained.
7. Use of the singular or plural word form in a request is not to be interpreted to exclude information or documents from the scope or intent of the specific Request.
8. The terms “and” and “or” shall be construed either disjunctively or conjunctively whenever appropriate in order to bring within the scope of these Requests any information or documents which might otherwise be considered to be beyond their scope.

III. DOCUMENTS TO BE PRODUCED

ERCOT 1-1: Please produce all communications between EDF and Viridity relating to operating days February 14-20, 2021.

ERCOT 1-2: Please produce all internal EDF documents and communications (including, without limitation, emails, text messages, instant messages, call logs, and call recordings) relating to Viridity trades, Viridity disputed trades, Viridity DAM offers to provide Ancillary Services, and/or scheduling Viridity bilateral transactions for operating days February 14-20, 2021.

ERCOT 1-3: Please produce all contracts and/or agreements between EDF and Viridity that were in place during operating days February 14-20, 2021.

ERCOT 1-4: Please produce all communications between EDF and ERCOT concerning Viridity Load Resources in connection with operating days February 14-20, 2021.

EXHIBIT C

**SUBPOENA TO PRIORITY POWER
MANAGEMENT, LLC**

SOAH DOCKET NO. 473-23-04518

PUC DOCKET NO. 53377

COMPLAINT OF ENGIE ENERGY	§	BEFORE THE STATE OFFICE
MARKETING NA, INC. AND VIRIDITY	§	
ENERGY SOLUTIONS, INC. AGAINST	§	OF
THE ELECTRIC RELIABILITY	§	
COUNCIL OF TEXAS, INC.	§	ADMINISTRATIVE HEARINGS

SUBPOENA DUCES TECUM

TO ANY SHERIFF OR CONSTABLE OF THE STATE OF TEXAS OR OTHER PERSON AUTHORIZED TO SERVE AND EXECUTE SUBPOENAS AS PROVIDED IN RULE 176.5 OF THE TEXAS RULES OF CIVIL PROCEDURE

YOU ARE COMMANDED to serve this Subpoena forthwith by delivery to the following:

Recipient: Priority Power Management, LLC

Address: Priority Power Management, LLC, by and through its registered agent
Corporation Service Company d/b/a CSC-Lawyers Incorporating Service
Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701.

Priority Power Management, LLC IS COMMANDED to, within 20 days of being served this Subpoena, produce the documents and other written materials described in the attached **Exhibit A** at the office of Winstead PC, Attn: Ron Moss, 401 Congress Avenue, Suite 2100, Austin, TX 78701. Please contact Ron Moss, counsel for the Electric Reliability Council of Texas, Inc. ("ERCOT") at 512-370-2867 or rhmos@winstead.com to arrange an alternative date, place or manner for production, or with any questions or concerns regarding this Subpoena or the documents to be produced.

The documents requested relate to the above-referenced proceeding now pending before the State Office of Administrative Hearings, and was issued at the request of ERCOT.

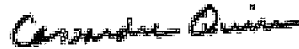
Failure, without adequate excuse, to comply with this subpoena may be deemed a contempt of the tribunal from which the subpoena is issued or a district court in the county in which the subpoena is served, and may be punishable by fine or confinement, or both.

ISSUED this 27th day of March, 2023.



Sarah Starnes

Administrative Law Judge



Cassandra Quinn

Administrative Law Judge

**SOAH DOCKET NO. 473-23-04518
PUC DOCKET NO. 53377**

RETURN

Came to hand the ____ day of _____, 2023, at ____ o'clock __.M.
and executed the ____ day of _____, 2023, at ____ o'clock __.M. by
delivering to the within named _____ in person at
_____ in _____ County, Texas,
a true copy of this Subpoena, and tendering said witness the sum of \$_____.

By: _____
Person who is not a party to the suit, and is not less than 18 years of age.

ACCEPTANCE OF SERVICE OF SUBPOENA BY WITNESS:

I, the undersigned witness named in the Subpoena acknowledge receipt of a copy thereof,
and hereby accept service of the attached Subpoena, and will provide those documents described
above on said date and time directed in this Subpoena.

SIGNATURE OF WITNESS

DATE

PRINTED NAME OF WITNESS

Not Executed as to the witness named _____ for the following reasons:

FEE FOR SERVICE OF SUBPOENA: \$_____

EXHIBIT A

I. DEFINITIONS

The following definitions apply to each of the requests for documents and other written materials (herein, the “Requests”) set forth herein:

1. The term “ERCOT” shall mean Electric Reliability Council of Texas, Inc., and its representatives.
2. The term “Viridity” shall mean Viridity Energy Solutions, Inc., and its representatives.
3. The term “PPM” shall mean Priority Power Management, LLC, and its representatives.
4. The term “LSDR” shall mean Lone Star Demand Response, LLC, and its representatives.
5. The term “DAM” shall mean the ERCOT Day-Ahead Market.
6. The term “communication” shall include all verbal and written communications (including written records of verbal communications) of every kind, including but not limited to, telephone calls, conferences, letters, electronic mail (e-mail), modem transfers, and all memoranda or other documents concerning the requested item.
7. “Documents” refers to all writings and records of every type, including e-mails or other electronic media, in PPM’s possession, control, or custody, whether produced or stored by any process, including magnetically or electronically. “Documents” shall also refer to copies of documents, even though the originals of those documents are not in PPM’s possession, custody, or control, every copy of a document which contains handwritten or other notations or which otherwise does not duplicate the original or any other copy, and all attachments to any documents.
8. Any term not specifically defined herein shall have the meaning set forth in Section 2 of the ERCOT Protocols.
9. Pursuant to Rule 196.4 of the Texas Rules of Civil Procedure, ERCOT specifically requests production of electronic or magnetic data (included in the definition of document) that is responsive to a request be produced on CD-ROM, DVD, or USB in a format that is compatible with Adobe Acrobat, Microsoft Word, or Microsoft Excel. If a particular type of data cannot be made compatible with these formats, please confer with the attorney(s) listed in the General Instructions to determine a mutually agreeable format.
10. The term “e-mail” includes the entire string and all attachments found anywhere in the e-mail string.
11. The term “concerning” includes the following meanings: relating to; referring to; pertaining to; regarding; discussing; mentioning; containing; reflecting; evidencing; describing; showing; identifying; providing; disproving; consisting of; supporting; contradicting; in any way legally, logically, or factually connected with the matter to which the term refers; or tending to prove or disprove the matter to which the term refers.

II. GENERAL INSTRUCTIONS

The following General Instructions apply to each of the Requests set forth below:

1. In responding to these Requests, you are requested to provide such documents, materials, and other tangible things as is available to you, including that which you are able to obtain by due diligence from your present or former attorneys, accountants, investigators, consultants, employees, agents, and persons acting on your behalf.
2. In the event any document requested in this request is unavailable, please state the reasons the document is unavailable
3. If any privilege or exclusion is used or claimed to limit your response or justify a refusal to answer or respond, please state the privilege and the ground in your answer in accordance with Texas Rule of Civil Procedure 193.3. If you believe a privilege or exclusion applies to a part of the information responsive to a Request, please provide the information that is responsive and not subject to that privilege or exclusion in accordance with Texas Rule of Civil Procedure 193.2(b).
4. When producing documents pursuant to these Requests, please designate on the document or group of documents the Request(s) in response to which the document(s) are produced.
5. In answering any of these Requests, if there is any ambiguity in interpreting either the request or a definition or instruction applied thereto, please contact Ron Moss at:

Winstead P.C.
401 Congress Avenue, Suite 2100
Austin, Texas 78701
Telephone: (512) 370-2867
Facsimile: (512) 370-2850
Email: rhmoos@winstead.com

If that is not possible, please set forth the language deemed to be ambiguous and the interpretation chosen or used in responding to the request.

6. These Requests are continuing in nature and require supplemental responses when further or different information with respect to any of them is obtained.
7. Use of the singular or plural word form in a request is not to be interpreted to exclude information or documents from the scope or intent of the specific Request.
8. The terms “and” and “or” shall be construed either disjunctively or conjunctively whenever appropriate in order to bring within the scope of these Requests any information or documents which might otherwise be considered to be beyond their scope.

III. DOCUMENTS TO BE PRODUCED

ERCOT 1-1: Please produce all communications between PPM and Viridity relating to operating days February 14-20, 2021.

ERCOT 1-2: Please produce all internal PPM documents and communications (including, without limitation, emails, text messages, instant messages, call logs, and call recordings) relating to Viridity trades, Viridity disputed trades, Viridity DAM offers to provide Ancillary Services, and/or scheduling Viridity bilateral transactions for operating days February 14-20, 2021.

ERCOT 1-3: Please produce all contracts and/or agreements between PPM and Viridity that were in place during operating days February 14-20, 2021.

ERCOT 1-4: Please produce all communications between PPM and LSDR relating to operating days February 14-20, 2021.

ERCOT 1-5: Please produce all contracts and/or agreements between PPM and LSDR that were in place during operating days February 14-20, 2021.

ERCOT 1-6: Please produce all communications between PPM and ERCOT concerning Viridity Load Resources in connection with operating days February 14-20, 2021.