



Control Number: 53719



Item Number: 40



## Filing Receipt

**Received - 2022-08-09 02:57:27 PM**

SOAH DOCKET NO. 473-22-04394  
PUC DOCKET NO. 53719

APPLICATION OF ENTERGY TEXAS, §  
INC. FOR AUTHORITY TO CHANGE §  
RATES §

STATE OFFICE  
OF  
ADMINISTRATIVE HEARINGS



**RESPONSE OF ENTERGY TEXAS, INC.  
TO STAFF'S FIRST REQUEST FOR INFORMATION:  
STAFF 1: 2-39, 41-56, 58-63, 65-72**

Entergy Texas, Inc. ("ETI" or the "Company") files its Response to Staff's First Request for Information. The response to such request is attached and is numbered as in the request. An additional copy is available for inspection at the Company's office in Austin, Texas.

ETI believes the foregoing response is correct and complete as of the time of the response, but the Company will supplement, correct or complete the response if it becomes aware that the response is no longer true and complete, and the circumstance is such that failure to amend the answer is in substance misleading. The parties may treat this response as if it were filed under oath.

Respectfully submitted,

**Kristen Yates**  
Kristian Yates  
ENTERGY SERVICES, LLC  
919 Congress Avenue, Suite 701  
Austin, Texas 78701  
Office: (512) 487-3962  
Facsimile: (512) 487-3958

Attachments: **STAFF 1:2-39, 41-56, 58-63, 65-72**

**CERTIFICATE OF SERVICE**

I certify that a copy of the foregoing Response of Entergy Texas, Inc. to Staff's First Request for Information has been sent by either hand delivery, electronic delivery, facsimile, overnight delivery, or U.S. Mail to the party that initiated this request in this docket on this the 9th day of August 2022.

**Kristen Yates**  
Kristian Yates

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests  
of Requesting Party: Commission Staff

Prepared By: Kaitlyn Roberts, Tuyen Dang  
Sponsoring Witness: Richard E. Lain  
Beginning Sequence No. LC13  
Ending Sequence No. LC13

---

Question No.: STAFF 1-2

Part No.:

Addendum:

Question:

**RATE-CASE EXPENSES**

Please provide the following information for all requested rate-case expenses, whether directly or indirectly incurred. If provided previously, please provide a cross-reference identifying the page number of the filing which contains this information.

Please provide a detailed schedule of, and justification for, each individual whose hourly billing rate is \$550 an hour or greater. The schedule should include the vendor's name, individual's name, individual's title, number of hours billed broken out by days, and specific descriptions of work hours. Please calculate the total amount of rate-case expenses that are in excess of \$550 per hour.

---

Response:

Please see the attachment (TP-53719-00PUS001-X002), which provides each individual whose hourly billing rate is \$550 an hour or greater. This schedule includes the vendor's name, the individual's name, the individual's title, the billing period, the individual's hourly rate, the hours worked during the billing period, the fees for the billing period, the fees in excess of \$550 per hour per month, and the justification for the billing rates. The number of hours billed broken out by days and specific descriptions of work hours are in the invoices provided in ETI's response to Staff 1-1.

**ETI's Response to RFI Staff 1-2**  
**Rate Case Expenses**

**Docket No. 49916**

<b>Vendor's Name</b>	<b>Individual's Name</b>	<b>Individual's Title</b>	<b>Billing Period</b>	<b>Rate</b>	<b>Hours</b>
Eversheds	Lino Mendiola	Partner	Apr-19	\$635.00	1.90
Eversheds	Lino Mendiola	Partner	May-19	\$635.00	0.80
Eversheds	Lino Mendiola	Partner	Jun-19	\$635.00	0.60
Eversheds	Lino Mendiola	Partner	Aug-19	\$635.00	0.40
Eversheds	Lino Mendiola	Partner	Sep-19	\$635.00	0.50
Eversheds	Lino Mendiola	Partner	Feb-20	\$635.00	0.60
Eversheds	Lino Mendiola	Partner	Mar-20	\$635.00	1.00
Eversheds	Lino Mendiola	Partner	Apr-20	\$635.00	3.00

**Docket No. 53719**

<b>Vendor's Name</b>	<b>Individual's Name</b>	<b>Individual's Title</b>	<b>Billing Period</b>	<b>Rate</b>	<b>Hours</b>
Eversheds	Lino Mendiola	Partner	Jan-22	\$710.00	1.60
Eversheds	Lino Mendiola	Partner	Feb-22	\$710.00	1.50
Eversheds	Lino Mendiola	Partner	Mar-22	\$710.00	11.00
Jackson Walker	Meghan Griffiths	Partner	Jan-22	\$720.00	1.60
Jackson Walker	Meghan Griffiths	Partner	Feb-22	\$720.00	2.40

<b>Fees</b>	<b>Fees in excess of \$550/hr</b>
\$1,206.50	\$161.50
\$508.00	\$68.00
\$381.00	\$51.00
\$254.00	\$34.00
\$317.50	\$42.50
\$381.00	\$51.00
\$635.00	\$85.00
\$1,905.00	\$255.00

<b>Fees</b>	<b>Fees in excess of \$550/hr</b>
\$1,136.00	\$256.00
\$1,065.00	\$240.00
\$7,810.00	\$1,760.00
\$1,152.00	\$272.00
\$1,728.00	\$408.00
	<hr/>
	\$3,684.00

**Justification**

Refer to Direct Testimony of Meghan Griffiths ("Griffiths Direct") at 24-28.

Refer to Griffiths Direct at 24-28.

Refer to Griffiths Direct at 24-28.

Refer to Griffiths Direct at 24-28.

Refer to Griffiths Direct at 24-28.

Refer to Griffiths Direct at 24-28.

Refer to Griffiths Direct at 24-28.

Refer to Griffiths Direct at 24-28.

**Justification**

Refer to Griffiths Direct at 24-28.

Refer to Griffiths Direct at 24-28.

Refer to Griffiths Direct at 24-28.

Refer to Griffiths Direct at 47-49.

Refer to Griffiths Direct at 47-49.

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests

Prepared By: Counsel  
Sponsoring Witnesses: Meghan E.  
Griffiths, Sean C. McHone, Jay Joyce,  
Richard D. Starkweather, Gregory S.  
Wilson, Dane A. Watson, Jess K. Totten,  
Ann E. Buckley

of Requesting Party: Commission Staff

Beginning Sequence No. LC39  
Ending Sequence No. LC39

---

Question No.: STAFF 1-3

Part No.:

Addendum:

Question:

**RATE-CASE EXPENSES**

Please provide the following information for all requested rate-case expenses, whether directly or indirectly incurred. If provided previously, please provide a cross-reference identifying the page number of the filing which contains this information.

Please provide an affidavit signed by each professional stating that the rate charged is the normal hourly billing rate charged by the professional, is comparable to the hourly rate charged by other professionals for similar services provided to other Texas utilities, and is the normal hourly billing rate charged by the professional for services to non-regulated entities.

---

Response:

Entergy Texas, Inc. ("ETI") has filed an objection to this request. However, subject to and without waiving its objection, ETI is providing affidavits for non-attorney consultants in attachments (TP-53719-00PUS001-X003-001 through TP-53719-00PUS001-X003-008).



AFFIDAVIT

STATE OF TEXAS

§

§

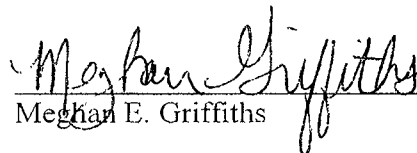
COUNTY OF TRAVIS

§

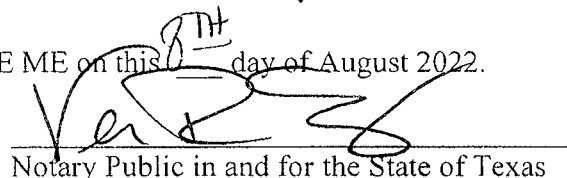
BEFORE ME, the undersigned authority, on this day personally appeared Meghan E. Griffiths, the undersigned affiant, who swore an oath that the following facts are true:

1. "My name is Meghan E. Griffiths. I am over 18 years of age and am competent to make this affidavit. The statements contained in this affidavit are true and correct and are based upon my personal knowledge.
2. I am a Partner of the law firm Jackson Walker, LLP. My business address is 100 Congress Avenue, Suite 1110, Austin, Texas 78701. I was retained by Entergy Texas, Inc. to provide consulting services in Docket No. 53719, *Application of Entergy Texas, Inc. for Authority to Change Rates* related to rate case expenses.
3. I am providing this affidavit in response to Request for Information 1-3 from the Staff for the Public Utility Commission of Texas in Docket No. 53719.
4. The hourly rates for the Jackson Walker professionals who performed services for Docket No. 53719 range from \$300 to \$720 per hour. My hourly rate in this proceeding is discounted. Accordingly, the rates are less than the standard rates charged by Jackson Walker to non-regulated entities for these professionals. The rates are comparable to the rates charges by Jackson Walker to Texas utilities. To the best of my knowledge, the hourly billing rates charged by Jackson Walker in connection with Docket No. 53719 are comparable to the hourly rates charged by other professionals for similar services provided to other Texas utilities."

FURTHER AFFIANT SAYETH NOT.

  
Meghan E. Griffiths

SUBSCRIBED AND SWORN TO BEFORE ME on this 8<sup>TH</sup> day of August 2022.

  
Notary Public in and for the State of Texas

AFFIDAVIT

STATE OF ILLINOIS

§

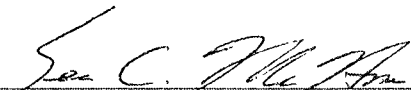
§

COUNTY OF COOK

§

BEFORE ME, the undersigned authority, on this day personally appeared Sean C. McHone, who, having been placed under oath by me, did depose as follows:

1. My name is Sean C. McHone. I am a Senior Vice President and Project Director with Sargent & Lundy, LLC ("S&L"). S&L is a consulting engineering firm working mainly with electric utilities. S&L has provided consulting engineering services to the electric power utility industry for more than 130 years. I am testifying on behalf of Entergy Texas, Inc. ("ETI" or "the Company") in Docket No. 53719, *Application of Entergy Texas, Inc. for Authority to Change Rates*.
2. The purpose of my testimony in Docket No. 53719 is to present and address the results of the site-specific studies conducted by S&L to estimate the costs of dismantling ETI's electric power generating facilities.
3. I am of legal age and a resident of the State of Illinois. I am of sound mind, capable to make this affidavit, and personally acquainted with the facts stated herein.
4. I am providing this affidavit in response to Request for Information 1-3 from the Commission Staff in Docket No. 53719.
5. For the types of services S&L was retained to provide in Docket No. 53719, the rates charged are at or below the normal hourly billing rate charged by me or my company to clients, including regulated and non-regulated entities. To the best of my knowledge, my hourly rate for the work I performed in Docket No. 53719 is comparable to the hourly billing rate currently charged by other consultants of similar experience and expertise to other Texas utilities for similar services.

  
\_\_\_\_\_  
Sean C. McHone

SUBSCRIBED AND SWORN TO BEFORE ME on this 5<sup>th</sup> day of August, 2022.

Erica Morrow  
Notary Public in and for the State of Illinois



AFFIDAVIT

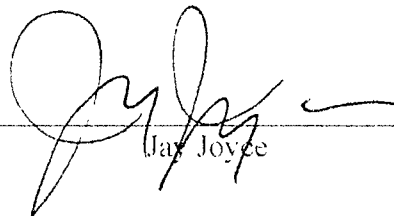
STATE OF TEXAS

§  
§  
§

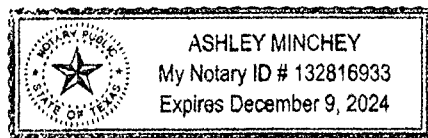
COUNTY OF DALLAS

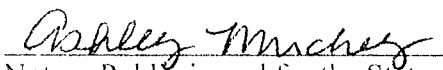
BEFORE ME, the undersigned authority, on this day personally appeared Jay Joyce, who, having been placed under oath by me, did depose as follows:

1. My name is Jay Joyce. I am a professional assisting Entergy Texas, Inc. ("ETI") in Docket No. 53719, *Application of Entergy Texas, Inc. for Authority to Change Rates*.
2. I am of legal age and a resident of the State of Texas. I am of sound mind, capable of making this affidavit, and personally acquainted with the facts stated herein.
3. I am providing this affidavit in response to Request for Information 1-3 from the Staff for the Public Utility Commission of Texas in Docket No. 53719.
4. For the types of services I was retained to provide in Docket No. 53719, the rate that I charged is the normal hourly billing rate charged by me to regulated and non-regulated entities. To the best of my knowledge, my hourly rate for the work I performed in Docket No. 53719 is comparable to the hourly billing rate charged by other consultants to other Texas utilities for similar services.

  
\_\_\_\_\_  
Jay Joyce

SUBSCRIBED AND SWORN TO BEFORE ME on this the 5 day of August, 2022.



  
\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: 12/09/2024

AFFIDAVIT

STATE OF NORTH CAROLINA

§

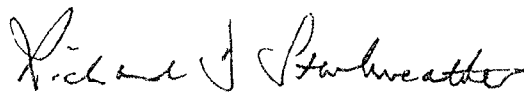
§

COUNTY OF WAKE

§

BEFORE ME, the undersigned authority, on this day personally appeared Richard D. Starkweather, who, having been placed under oath by me, did depose as follows:

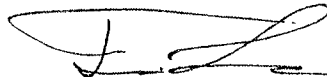
1. My name is Richard D. Starkweather. I am a management consultant assisting Entergy Texas, Inc. ("ETP") in Docket No. 53719, *Application of Entergy Texas, Inc. for Authority to Change Rates*.
2. I am of legal age and a resident of the State of North Carolina. I am of sound mind, capable of making this affidavit, and personally acquainted with the facts stated herein.
3. I am providing this affidavit in response to Request for Information 1-3 from the Staff for the Public Utility Commission of Texas in Docket No. 53719.
4. For the types of services I was retained to provide in Docket No. 53719, the rate that I charged is at or below the normal hourly billing rate charged by me or my company to all clients, including regulated and non-regulated entities. To the best of my knowledge, my hourly rate for the work I performed in Docket No. 53719 is comparable to the hourly billing rate currently charged by other consultants of similar experience and expertise to other Texas utilities for similar services.



Richard D. Starkweather

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Richard D. Starkweather this 5 day of August, 2022.





Notary Public in and for the State of North Carolina  
My Commission expires: 6/10/2023

AFFIDAVIT

STATE OF TEXAS

§


§

COUNTY OF COLLIN

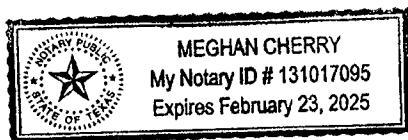
§

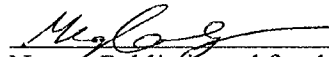
BEFORE ME, the undersigned authority, on this day personally appeared Gregory S. Wilson, who, having been placed under oath by me, did depose as follows:

1. "My name is Gregory S. Wilson. I am a Vice President and Principal at Lewis & Ellis, Inc. assisting Entergy Texas, Inc. ("ETI") in Docket No. 53719, *Application of Entergy Texas, Inc. for Authority to Change Rates*.
2. I am of legal age and a resident of the State of Texas. I am of sound mind, capable to making this affidavit, and personally acquainted with the facts stated herein.
2. I am providing this affidavit in response to Request for Information 1-3 from the Staff for the Public Utility Commission of Texas in Docket No. 53719.
3. For the types of services I was retained to provide in Docket No. 53719, the rate that I charged is at or below the normal hourly billing rate charged by me or my company to all clients, including regulated and non-regulated entities. To the best of my knowledge, my hourly rate for the work I performed in Docket No. 53719 is comparable to the hourly billing rate currently charged by other consultants of similar experience and expertise to other Texas utilities for similar services.

  
Gregory S. Wilson

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Gregory S. Wilson this 1<sup>st</sup> day of August, 2022.



  
Notary Public in and for the State of Texas

AFFIDAVIT

STATE OF TEXAS

§

§

COUNTY OF COLLIN

§

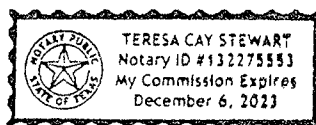
BEFORE ME, the undersigned authority, on this day personally appeared Dane A. Watson, who, having been placed under oath by me, did depose as follows:

1. My name is Dane A. Watson. I am a Partner in Alliance Consulting Group ("Alliance"), which provides consulting and expert services to the utility industry. I am testifying on behalf of Entergy Texas, Inc. ("ETI" or "the Company") in Docket No. 53719, *Application of Entergy Texas, Inc. for Authority to Change Rates*.
2. Alliance Consulting Group was retained by ETI to conduct a depreciation rate study for its depreciable tangible assets subject to the jurisdiction of the Public Utility Commission of Texas ("Commission"). The purpose of my testimony is to sponsor and explain the recent Depreciation Study completed for ETI and to support and justify the recommended depreciation rate changes for ETI's facilities based on the results of the Depreciation Study. I performed the Company's last three depreciation studies, which were presented in Commission Docket Nos. 39896, 44704, and 48371, respectively.
3. I am of legal age and a resident of the State of Texas. I am of sound mind, capable to making this affidavit, and personally acquainted with the facts stated herein.
4. I am providing this affidavit in response to Request for Information 1-3 from the Commission Staff in Docket No. 53719.
5. For the types of services I was retained to provide in Docket No. 53719, the rate that I charged is at or below the normal hourly billing rate charged by me or my company to all clients, including regulated and non-regulated entities. To the best of my knowledge, my hourly rate for the work I performed in Docket No. 53719 is comparable to the hourly billing rate currently charged by other consultants of similar experience and expertise to other Texas utilities for similar services.

Dane A. Watson

Dane A. Watson

SUBSCRIBED AND SWORN TO BEFORE ME on this 1st day of August, 2022.



Teresa C. Stewart

Notary Public in and for the State of Texas



AFFIDAVIT


STATE OF Texas

§  
§  
§


COUNTY OF Travis

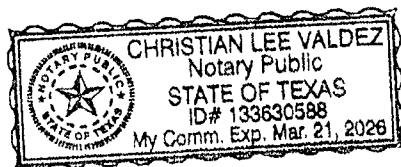
BEFORE ME, the undersigned authority, on this day personally appeared Jess K. Totten, who, having been placed under oath by me, did depose as follows:

1. "My name is Jess K. Totten. I am a Consultant assisting Entergy Texas, Inc. ("ETI") in Docket No. 53719, *Application of Entergy Texas, Inc. for Authority to Change Rates*.
2. I am of legal age and a resident of the State of Texas. I am of sound mind, capable to making this affidavit, and personally acquainted with the facts stated herein.
2. I am providing this affidavit in response to Request for Information 1-3 from the Staff for the Public Utility Commission of Texas in Docket No. 53719.
3. For the types of services I was retained to provide in Docket No. 53719, the rate that I charged is at or below the normal hourly billing rate charged by me or my company to all clients, including regulated and non-regulated entities. To the best of my knowledge, my hourly rate for the work I performed in Docket No. 53719 is comparable to the hourly billing rate currently charged by other consultants of similar experience and expertise to other Texas utilities for similar services.

  
\_\_\_\_\_  
Jess K. Totten

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Jess K. Totten this 5th day of August, 2022.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas



AFFIDAVIT

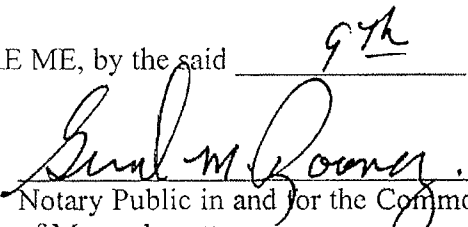
COMMONWEALTH OF MASSACHUSETTS §  
COUNTY OF SUFFOLK §

BEFORE ME, the undersigned authority, on this day personally appeared Ann Bulkley, who, having been placed under oath by me, did depose as follows:

1. "My name is Ann Bulkley. I am a Principal with The Brattle Group assisting Entergy Texas, Inc. ("ETI") in Docket No. 53719, *Application of Entergy Texas, Inc. for Authority to Change Rates*.
2. I am of legal age and a resident of the Commonwealth of Massachusetts. I am of sound mind, capable to making this affidavit, and personally acquainted with the facts stated herein.
2. I am providing this affidavit in response to Request for Information 1-3 from the Staff for the Public Utility Commission of Texas in Docket No. 53719.
3. For the types of services I was retained to provide in Docket No. 53719, the rate that I charged is at or below the normal hourly billing rate charged by me or my company to all clients, including regulated and non-regulated entities. To the best of my knowledge, my hourly rate for the work I performed in Docket No. 53719 is comparable to the hourly billing rate currently charged by other consultants of similar experience and expertise to other Texas utilities for similar services.

  
Ann E. Bulkley

SUBSCRIBED AND SWORN TO BEFORE ME, by the said 9<sup>th</sup> this     
day of August, 2022.

  
Notary Public in and for the Commonwealth  
of Massachusetts



Gerard M. Rooney  
NOTARY PUBLIC  
Commonwealth of  
Massachusetts  
My Commission Expires  
6/30/2028

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests  
of Requesting Party: Commission Staff

Prepared By: Kaitlyn Roberts, Tuyen Dang  
Sponsoring Witness: Richard E. Lain  
Beginning Sequence No. LC14  
Ending Sequence No. LC14

---

Question No.: STAFF 1-4

Part No.:

Addendum:

Question:

**RATE-CASE EXPENSES**

Please provide the following information for all requested rate-case expenses, whether directly or indirectly incurred. If provided previously, please provide a cross-reference identifying the page number of the filing which contains this information.

Please provide a detailed schedule of, and justification for, any charges included in requested rate-case expenses that result from a single person billing in excess of 12 hours per day.

---

Response:

There were no charges included in the requested rate-case expenses that resulted from a single person billing in excess of 12 hours per day as of June 2022.

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests  
of Requesting Party: Commission Staff

Prepared By: Kaitlyn Roberts, Tuyen Dang  
Sponsoring Witness: Richard E. Lain  
Beginning Sequence No. LC15  
Ending Sequence No. LC15

---

Question No.: STAFF 1-5

Part No.:

Addendum:

Question:

**RATE-CASE EXPENSES**

Please provide the following information for all requested rate-case expenses, whether directly or indirectly incurred. If provided previously, please provide a cross-reference identifying the page number of the filing which contains this information.

Please provide a detailed schedule of all hotel or lodging charges. This schedule should provide the nightly room rate for each stay, shown separately from other charges.

---

Response:

As of June 2022, there was only one hotel charge. Please see the chart below regarding hotel or lodging charges to date:

Dates of Stay	Nightly Rate	Taxes (per night)
5/10/22 - 5/13/22	168.00	30.22

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests  
of Requesting Party: Commission Staff

Prepared By: Kaitlyn Roberts, Tuyen Dang  
Sponsoring Witness: Richard E. Lain  
Beginning Sequence No. LC36  
Ending Sequence No. LC36

---

Question No.: STAFF 1-6

Part No.:

Addendum:

Question:

**RATE-CASE EXPENSES**

Please provide the following information for all requested rate-case expenses, whether directly or indirectly incurred. If provided previously, please provide a cross-reference identifying the page number of the filing which contains this information.

Please provide a detailed schedule of, and justification for, any charges included in the requested rate-case expenses that result from a hotel or lodging rate in excess of \$150 per night. Please attach applicable invoices and receipts.

---

Response:

Please see the Company's response to Staff 1-5. Please see the attachment (TP-53719-00PUS001-X006). For the nights of the stay, the employee paid the Company rate at the hotel. This was a reasonable price for the location and date of the stay.



**HYATT  
REGENCY®**  
NEW ORLEANS

**Hyatt Regency New Orleans**  
601 Loyola Avenue  
New Orleans, LA 70113  
Tel: 504-561-1234  
Fax: 504-523-0488  
neworleans.hyatt.com

INVOICE

Confirmation No. 143636901  
Group Name  
Booking No. J6GSZW

Room No. 1725  
Arrival 05-10-22  
Departure 05-13-22  
Folio Window 1  
Folio No. 1678667

Date	Description		Charges	Credits
05-10-22	- Vitascope Hall Dinner Food	Room# 1725 : CHECK# 110536	21.08	
05-10-22	Accommodation		168.00	
05-10-22	Room - State Sales Tax		15.88	
05-10-22	Room - Local Sales Tax		8.40	
05-10-22	Hotel Occupancy Tax		3.00	
05-10-22	City Tourism Assessment		2.94	
05-11-22	Accommodation		168.00	
05-11-22	Room - State Sales Tax		15.88	
05-11-22	Room - Local Sales Tax		8.40	
05-11-22	Hotel Occupancy Tax		3.00	
05-11-22	City Tourism Assessment		2.94	
05-12-22	Accommodation		168.00	
05-12-22	Room - State Sales Tax		15.88	
05-12-22	Room - Local Sales Tax		8.40	
05-12-22	Hotel Occupancy Tax		3.00	
05-12-22	City Tourism Assessment		2.94	
05-13-22	American Express	XXXXXXXXXXXX1001 XX/XX		615.74
<b>Total</b>			<b>615.74</b>	<b>615.74</b>

Guest Signature

**Balance** 0.00

I agree that my liability for this bill is not waived and I agree to be held personally liable in the event that the indicated person, company or association fails to pay for any part or the full amount of these charges.

**WE HOPE YOU ENJOYED YOUR STAY WITH US!**

We hope you had an exceptional stay at Hyatt Regency New Orleans and look forward to hearing your feedback.

**World of Hyatt Summary**

Membership: XXXXXX050W  
Bonus Codes:  
Qualifying Nights: 3  
Eligible Spend: 519.95  
Redemption Eligible: 21.08

Summary Invoice, please see front desk for eligibility details.

Please e-mail your comments to:  
HRNO-Quality@hyatt.com

For inquiries concerning your bill please call 855-869-0846

Please remit payment to:  
Hyatt Regency New Orleans  
PO Box 919337  
Dallas, TX 75391-9337

Lost & Found: HRNO-LostAndFound@hyatt.com



**Hyatt Regency New Orleans**  
601 Loyola Avenue  
New Orleans, LA 70113  
Tel: 504-561-1234  
Fax: 504-523-0488  
neworleans.hyatt.com

INVOICE

Confirmation No. 143636901  
Group Name  
Booking No. J6GSZW

Room No. 1725  
Arrival 05-10-22  
Departure 05-13-22  
Folio Window 1  
Folio No. 1678667

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests  
of Requesting Party: Commission Staff

Prepared By: Kaitlyn Roberts, Tuyen Dang  
Sponsoring Witness: Richard E. Lain  
Beginning Sequence No. LC16  
Ending Sequence No. LC16

---

Question No.: STAFF 1-7

Part No.:

Addendum:

Question:

**RATE-CASE EXPENSES**

Please provide the following information for all requested rate-case expenses, whether directly or indirectly incurred. If provided previously, please provide a cross-reference identifying the page number of the filing which contains this information.

Please provide a schedule of, and justification for, any charges included in requested rate-case expenses that result from the use of non-commercial aircraft. Also, please provide a detailed narrative comparing the total cost per person flying on non-commercial aircraft to the cost per person for commercial airfare (based on the same travel date and itinerary). Please attach applicable invoices and receipts.

---

Response:

There have not and will not be any charges included in the requested rate-case expenses that resulted from the use of non-commercial aircraft.



ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests  
of Requesting Party: Commission Staff

Prepared By: Kaitlyn Roberts, Tuyen Dang  
Sponsoring Witness: Richard E. Lain  
Beginning Sequence No. LC17  
Ending Sequence No. LC17

---

Question No.: STAFF 1-8

Part No.:

Addendum:

Question:

**RATE-CASE EXPENSES**

Please provide the following information for all requested rate-case expenses, whether directly or indirectly incurred. If provided previously, please provide a cross-reference identifying the page number of the filing which contains this information.

Please provide a schedule of, and justification for, any charges included in requested rate-case expenses that result from first class air travel. Please attach applicable invoices and receipts

---

Response:

As of June 2022, there were no charges included in the requested rate-case expenses that resulted from first class air travel.

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests  
of Requesting Party: Commission Staff

Prepared By: Kaitlyn Roberts, Tuyen Dang  
Sponsoring Witness: Richard E. Lain  
Beginning Sequence No. LC18  
Ending Sequence No. LC18

---

Question No.: STAFF 1-9

Part No.:

Addendum:

Question:

**RATE-CASE EXPENSES**

Please provide the following information for all requested rate-case expenses, whether directly or indirectly incurred. If provided previously, please provide a cross-reference identifying the page number of the filing which contains this information.

Please provide a schedule of, and justification for, any charges included in requested rate-case expenses that result from luxury items, such as limousine services, sporting events, alcoholic beverages, gourmet coffee, bottled water, hotel movies, satellite radio, or other entertainment. Please attach applicable invoices and receipts.

---

Response:

As of June 2022, there were no charges included in the requested rate-case expenses that resulted from the items listed: limousine services, sporting events, alcoholic beverages, gourmet coffee, bottled water, hotel movies, satellite radio, or other entertainment. Through this response, Entergy Texas, Inc. does not concede that bottled water represents a "luxury item."

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests  
of Requesting Party: Commission Staff

Prepared By: Kaitlyn Roberts, Tuyen Dang  
Sponsoring Witness: Richard E. Lain  
Beginning Sequence No. LC19  
Ending Sequence No. LC19

---

Question No.: STAFF 1-10

Part No.:

Addendum:

Question:

**RATE-CASE EXPENSES**

Please provide the following information for all requested rate-case expenses, whether directly or indirectly incurred. If provided previously, please provide a cross-reference identifying the page number of the filing which contains this information.

Please provide a schedule of, and justification for, any charges included in requested rate-case expenses resulting from meals that cost in excess of \$25 per person per meal. Please attach applicable invoices and receipts.

---

Response:

As of June 2022, there were no charges included in the requested rate-case expenses resulting from meals that cost in excess of \$25 per person per meal.

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests

Prepared By: Counsel, Richard E. Lain  
Sponsoring Witnesses: Richard E. Lain,  
Meghan E. Griffiths

of Requesting Party: Commission Staff

Beginning Sequence No. LC20  
Ending Sequence No. LC21

---

Question No.: STAFF 1-11

Part No.:

Addendum:

Question:

**RATE-CASE EXPENSES**

Please provide the following information for all requested rate-case expenses, whether directly or indirectly incurred. If provided previously, please provide a cross-reference identifying the page number of the filing which contains this information.

Please describe in detail ETI's selection procedure for consultants. For each category of consultant (legal, accounting, engineering, etc.), state whether ETI's selection procedures include provisions for:

- a. Review of the prior work products of each consultant;
  - b. Determination that the rate does not exceed the normal hourly billing rate charged by the vendor to other clients;
  - c. An analysis of the rates charged by comparable consultants for similar services provided to other Texas utilities; and
  - d. Competitive bidding for each contract. If competitive bidding is used, please describe the factors considered in the evaluation and acceptance of bids.
- 

Response:

Please refer to Exhibit DFT-3 to the Direct Testimony of Dan Falstad for the selection procedure for outside legal counsel. Please also refer to the Direct Testimony of Meghan E. Griffiths for support regarding the outside legal consultants retained by the Company to prosecute this application. The Company considers and is familiar with the prior work products of its outside counsel. With regard to the rates charged by outside counsel, while there can be some variation in the rates charged to different clients due to the timing of periodic fee agreements and other factors, ETI works to ensure the rates it pays are consistent with the market for this type of specialized legal services in this location and reasonably comparable to the fees paid by other utilities for similar services.

Question No.: STAFF 1-11

With regard to the selection of outside non-legal consultants, the Company considers a range of factors, including the issues to be address in the case by the consultant, the consultant's experience (including testifying before the Public Utility Commission of Texas and other regulators), the consultant's schedule and availability, the consultant's reputation, and the experience of the consultant's prior clients, as informed by internal and external discussions and interviews with the consultant.

- a. Yes.
- b. Yes.
- c. Yes.
- d. No. Given the highly specialized expertise, utility-specific knowledge, and Commission-specific knowledge required, the specific factual circumstances pertaining to a utility's application, and the relatively small number of qualified consultant's available, a competitive bidding process is typically not the most informative, efficient, or effective means of obtaining the services of consultants in support of a utility's rate case application. Moreover, undertaking such a process would not alleviate the need to undertake the process described above to ensure a particular consultant is qualified and well-suited to provide the required services.

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.	Prepared By: Richard E. Lain, Meghan E. Griffiths
to the First Set of Data Requests	Sponsoring Witnesses: Richard E. Lain, Meghan E. Griffiths
of Requesting Party: Commission Staff	Beginning Sequence No. LC22 Ending Sequence No. LC23

---

Question No.: STAFF 1-12

Part No.:

Addendum:

Question:

**RATE-CASE EXPENSES**

Please provide the following information for all requested rate-case expenses, whether directly or indirectly incurred. If provided previously, please provide a cross-reference identifying the page number of the filing which contains this information.

Prior to submitting rate-case expenses to the Commission, did ETI perform a detailed review of all rate-case expenses (including internal expenses, as well as outside consultants' expenses) to:

- a. Determine that invoice terms and amounts are in agreement with contract specifications?
- b. Determine that contract limits have not been exceeded?
- c. Determine that adequate supporting documentation was provided for each charge for professional or secretarial services, travel expenses, and miscellaneous expenses (consistent with documentation requirements specified above)?
- d. Verify the mathematical accuracy of each invoice?
- e. Determine that the calculation of the charges is correct?
- f. Determine that the individual charges and rates are reasonable?
- g. Determine that the amount of each service (e.g. number of hours billed) is reasonable?
- h. Determine that there is no double-billing of charges?

Question No.: STAFF 1-12

- i. Determine that each invoice was approved for payment by an appropriate person before payment was actually made?

For each item listed above, please describe in detail the procedures for making such a determination.

---

Response:

Yes, see Direct Testimony of Richard E. Lain ("Lain Direct") at 26-28.

For additional details, please refer to Lain Direct at 24-42 and the Direct Testimony of Meghan E. Griffiths ("Griffiths Direct"). In addition, ETI employs processes and practices to ensure that internal and external rate case expenses are reasonable and necessary prior to payment. See Lain Direct at 26-28, Griffiths Direct at 15-16, 22, and the Direct Testimony of Daniel T. Falstad at 18-20.

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests  
of Requesting Party: Commission Staff

Prepared By: Kaitlyn Roberts, Richard E.  
Lain  
Sponsoring Witness: Richard E. Lain  
Beginning Sequence No. LC37  
Ending Sequence No. LC38

---

Question No.: STAFF 1-13

Part No.:

Addendum:

Question:

**RATE-CASE EXPENSES**

Please provide the following information for all requested rate-case expenses, whether directly or indirectly incurred. If provided previously, please provide a cross-reference identifying the page number of the filing which contains this information.

Prior to submitting rate-case expenses to the Commission, did ETI perform a detailed review of all rate-case expenses (including internal expenses, as well as outside consultants' expenses) to:

- a. Determine that none of the charges included in requested rate-case expenses have been included in other cost of service amounts included in the rate filing package?
- b. Determine that none of the charges included in requested rate-case expenses should have been directly assigned to other functions?
- c. Determine that any allocation of charges between functions is reasonable?
- d. Determine that none of the charges included in requested rate-case expenses have been recovered through reimbursement for other expenses?

For each item listed above, please describe in detail the procedures for making such determination.

---

Response:

- a.-d. All rate case expenses for this proceeding were charged to project code F3PPTRCT22: 2022 ETI Rate Case Support and F3PPTRCE22: 2022 ETI Rate



Question No.: STAFF 1-13

Case Support - Other. All expenses charged to those project codes were removed in AJ11 - ETI Rate Case Expense - Direct and AJ19C - Affiliate Rate Case Expense. In addition, ETI has not proposed to directly assign or allocate rate-case expenses on a functional basis; rather, Entergy Texas, Inc. ("ETI") proposes to allocate the rate-case expenses it incurs in this docket on the basis of total base revenues collected by rate class that the Commission authorizes, similar to ETI's currently approved Schedule RCE-4 (see the Direct Testimony of Brian T. Murphy page 31, lines 4-5, in Docket No. 48439).

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.	Prepared By: Richard E. Lain, Meghan E. Griffiths
to the First Set of Data Requests	Sponsoring Witnesses: Richard E. Lain, Meghan E. Griffiths
of Requesting Party: Commission Staff	Beginning Sequence No. LC24 Ending Sequence No. LC24

---

Question No.: STAFF 1-14

Part No.:

Addendum:

Question:

**RATE-CASE EXPENSES**

Please provide the following information for all requested rate-case expenses, whether directly or indirectly incurred. If provided previously, please provide a cross-reference identifying the page number of the filing which contains this information.

For each category of rate-case expenses specified in the summary schedule requested in Staff 1-1, please provide a schedule of all exceptions noted upon any review of the rate-case expenses that was performed as described in Staff 1-12 and Staff 1-13 above. The schedule should be presented in the following format:

1. Vendor ID Invoice No. Explanation of Exception How Cleared.

---

Response:

Please see the attachment (TP-53917-00PUS001-X014).

**ETI's Response to RFI Staff 1-14**  
**Rate Case Expenses**

Docket No.	Vendor ID	Invoice No.	Explanation of Exception	How Cleared
49916	Eversheds	1071529	ETI denied charge of \$658.00 due to an insufficient description	The charge was removed from ETI's total amount requested
49916	DWMR	31522	ETI denied charges of \$252.00 and \$294.00.	The charges were removed from ETI's total amount requested
49916	DWMR	31751	ETI disputed a long distance call charge of \$5.49	The charge was removed from ETI's total amount requested
53719	Eversheds	1190584	\$78.00 charge was not related to the rate case.	The charge was removed from ETI's total amount requested
53719	Eversheds	1198877	\$486.00 charge should have been billed to a different matter	The charge was removed from ETI's total amount requested

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests  
of Requesting Party: Commission Staff

Prepared By: Richard Lain, Meghan E. Griffiths  
Sponsoring Witnesses: Richard Lain, Meghan E. Griffiths  
Beginning Sequence No. LC25  
Ending Sequence No. LC25

---

Question No.: STAFF 1-15

Part No.:

Addendum:

Question:

**RATE-CASE EXPENSES**

Please provide the following information for all requested rate-case expenses, whether directly or indirectly incurred. If provided previously, please provide a cross-reference identifying the page number of the filing which contains this information.

Are payments to outside consultants delayed or invoices rejected if adequate supporting documentation is not provided? Please explain.

---

Response:

Yes. See also the Company's response to Staff 1-14 and 1-18.

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests  
of Requesting Party: Commission Staff

Prepared By: Meghan E. Griffiths,  
Richard E. Lain  
Sponsoring Witnesses: Meghan E.  
Griffiths, Richard E. Lain  
Beginning Sequence No. LC26  
Ending Sequence No. LC26

---

Question No.: STAFF 1-16

Part No.:

Addendum:

Question:

**RATE-CASE EXPENSES**

Please provide the following information for all requested rate-case expenses, whether directly or indirectly incurred. If provided previously, please provide a cross-reference identifying the page number of the filing which contains this information.

Is any amount or retainer withheld from payments to outside consultants? If yes, please provide details.

---

Response:

There are no retainers paid to outside consultants for their work on the rate case. For any amounts withheld from payment to outside consultants, please see the Company's response to Staff 1-14 and Staff 1-15.

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests  
of Requesting Party: Commission Staff

Prepared By: Meghan E. Griffiths  
Sponsoring Witness: Meghan E. Griffiths  
Beginning Sequence No. LC27  
Ending Sequence No. LC27

---

Question No.: STAFF 1-17

Part No.:

Addendum:

Question:

**RATE-CASE EXPENSES**

Please provide the following information for all requested rate-case expenses, whether directly or indirectly incurred. If provided previously, please provide a cross-reference identifying the page number of the filing which contains this information.

Have any outside parties (e.g. independent auditors) or internal auditors performed a review of the requested rate-case expenses? If so, please describe the review performed and provide copies of the working papers prepared during this review.

---

Response:

Yes. Meghan E. Griffiths, Partner at Jackson Walker, performed a review of ETI's external rate-case expenses, including invoices and engagement agreements. For a description of the review performed, please refer to the Direct Testimony of Ms. Griffiths. The invoices and engagement agreements that Ms. Griffiths reviewed are included with her workpapers provided with her direct testimony. In addition, Richard E. Lain performed a review of Entergy Texas, Inc.'s internal rate-case expenses as outlined in his Direct Testimony and provided in his Exhibit REL-5 and the related workpapers.

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.	Prepared By: Richard E. Lain, Meghan E. Griffiths
to the First Set of Data Requests	Sponsoring Witnesses: Richard E. Lain, Meghan E. Griffiths
of Requesting Party: Commission Staff	Beginning Sequence No. LC28
	Ending Sequence No. LC28

---

Question No.: STAFF 1-18

Part No.:

Addendum:

Question:

**RATE-CASE EXPENSES**

Please provide the following information for all requested rate-case expenses, whether directly or indirectly incurred. If provided previously, please provide a cross-reference identifying the page number of the filing which contains this information.

Does ETI have the contractual right to perform audits of consultants' expenses? If ETI does have this right, has it audited any consultants currently included in requested rate-case expenses? If so, please identify the consultants audited, the procedures performed, and the results of the audit. If ETI does have this right and has not performed any audits, please explain why.

---

Response:

Entergy Texas, Inc. ("ETI") has the right to review and dispute consultants' expenses. For example, the letter agreement between Eversheds Sutherland (US) LLP and The Brattle Group, Inc. contains a provision whereby ETI may dispute specific charges. Please refer to the engagement letters provided in the workpapers to the Direct Testimony of Meghan E. Griffiths.

Please also refer to ETI's response to Staff 1-12, which references testimony regarding ETI's invoice review process, and the Direct Testimony of Ms. Griffiths (p. 38-53), which describes Ms. Griffiths' review of the consultants' fees and expenses.

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests  
of Requesting Party: Commission Staff

Prepared By: Richard E. Lain, Meghan E. Griffiths  
Sponsoring Witnesses: Richard E. Lain, Meghan E. Griffiths  
Beginning Sequence No. LC29  
Ending Sequence No. LC29

---

Question No.: STAFF 1-19

Part No.:

Addendum:

Question:

**RATE-CASE EXPENSES**

Please provide the following information for all requested rate-case expenses, whether directly or indirectly incurred. If provided previously, please provide a cross-reference identifying the page number of the filing which contains this information.

Does ETI have any procedures for evaluating total costs for rate-case expenses (actual vs. budgeted costs)? If so, please describe these procedures.

---

Response:

See the Company's response to Staff 1-1 and 1-11, as well as the Direct Testimonies of Meghan E. Griffiths and Richard E. Lain for an explanation of how Entergy Texas, Inc. ("ETI") reviews requested rate case expenses for reasonableness. The actual level of costs ultimately incurred by ETI will depend, in large part, on the actions of other parties to this proceeding, including the number of requests for information propounded and litigation positions taken.



ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.	Prepared By: Richard E. Lain, Meghan E. Griffiths
to the First Set of Data Requests	Sponsoring Witnesses: Richard E. Lain, Meghan E. Griffiths
of Requesting Party: Commission Staff	Beginning Sequence No. LC30 Ending Sequence No. LC31

---

Question No.: STAFF 1-20

Part No.:

Addendum:

Question:

**RATE-CASE EXPENSES**

Please provide the following information for all requested rate-case expenses, whether directly or indirectly incurred. If provided previously, please provide a cross-reference identifying the page number of the filing which contains this information.

For all requested rate-case expenses, please provide details of any instances in which more than one law firm or other consultant was engaged to provide similar services for the same aspect of the rate case. Please provide evidence that such charges did not result in a duplication of services.

---

Response:

In Docket No. 49916, Entergy Texas, Inc. ("ETI") engaged Duggins Wren Mann & Romero LLP ("DWMR") and Eversheds Sutherland (US) LLP ("Eversheds") as outside counsel. ETI did not engage any external consultants in connection with this proceeding.

In Docket No. 53719, ETI engaged DWMR; Eversheds; Jager Smith LLC; KFG, Inc., and Taggart Morton. ETI, directly or indirectly through counsel, engaged external consultants to address particular rate case issues. ETI and ETI's outside counsel ensured there was no duplication of services with the external consultants retained by defining their roles and specific rate case issues in the engagement process.

In neither docket for which ETI has requested rate case expenses in this proceeding (Docket Nos. 49916 and 53719) has ETI engaged more than one law firm or consultant to provide similar services for the same aspect of the rate case. Each professional was employed for a specific role and there was no duplication of services.

To ensure there is no duplication of legal services, ETI sets expectations with the individual attorneys, including assigning certain individual attorneys to specific witnesses and specific rate case issues, while other attorneys may be engaged to provide broader strategic

Question No.: STAFF 1-20

advice, as necessary. In some instances, one attorney may be responsible for assisting a witness with his or her testimony while another attorney with more institutional knowledge may be responsible for more technical aspects, such as assisting with a particular exhibits or schedules. The internal attorneys manage and oversee the rate case, assigning issues and specific tasks to attorneys as appropriate based on the legal services required from the early stages of preparing the application and rate filing package through completion. The attorneys are matched such that higher-cost and more experienced attorneys address more difficult, complex, or unique tasks while lower-cost attorneys with less experience address the more basic but necessary tasks. Paralegals and legal assistants also address certain tasks in a cost-effective and efficient manner.

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests  
of Requesting Party: Commission Staff

Prepared By: Kaitlyn Roberts  
Sponsoring Witness: Richard E. Lain  
Beginning Sequence No. LC32  
Ending Sequence No. LC32

---

Question No.: STAFF 1-21

Part No.:

Addendum:

Question:

**RATE-CASE EXPENSES**

Please provide the following information for all requested rate-case expenses, whether directly or indirectly incurred. If provided previously, please provide a cross-reference identifying the page number of the filing which contains this information.

Please list individually by entity, person, and amount, any salaries, wages, employee benefits, or other payroll-related items that are included in requested rate-case expenses.

---

Response:

Please reference the workpapers to Exhibit REL-5, pages 1-7, to the Direct Testimony of Richard E. Lain.

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests  
of Requesting Party: Commission Staff

Prepared By: Kaitlyn Roberts  
Sponsoring Witness: Richard E. Lain  
Beginning Sequence No. LC33  
Ending Sequence No. LC33

---

Question No.: STAFF 1-22

Part No.:

Addendum:

Question:

**RATE-CASE EXPENSES**

Please provide the following information for all requested rate-case expenses, whether directly or indirectly incurred. If provided previously, please provide a cross-reference identifying the page number of the filing which contains this information.

Has ETI excluded all expenses that are included in another component of the requested cost of service for this docket (such as payroll or lease expenses included in the historic test year) from its requested rate-case expenses? If not, please provide a schedule listing these expenses and a detailed explanation of why they are not excluded.

---

Response:

Please see the Company's response to Staff 1-13, sub-part a.

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests  
of Requesting Party: Commission Staff

Prepared By: Kaitlyn Roberts  
Sponsoring Witness: Richard E. Lain  
Beginning Sequence No. LC34  
Ending Sequence No. LC34

---

Question No.: STAFF 1-23

Part No.:

Addendum:

Question:

**RATE-CASE EXPENSES**

Please provide the following information for all requested rate-case expenses, whether directly or indirectly incurred. If provided previously, please provide a cross-reference identifying the page number of the filing which contains this information.

Are any charges included in requested rate-case expenses for legal or other services provided by ETI's employees or its affiliate's employees? If yes, please provide a schedule by employee showing the total amount included in rate-case expenses and a detailed description of how the amount was determined (e.g. based on actual salary, based on comparable outside consultants' billing rates, etc.). Please provide a justification for any charges in excess of your actual costs.

---

Response:

Please reference the Company's response to Staff 1-21.

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests  
  
of Requesting Party: Commission Staff

Prepared By: Richard E. Lain  
Sponsoring Witnesses: Richard E. Lain,  
Ryan M. Dumas, Meghan E. Griffiths  
Beginning Sequence No. LC35  
Ending Sequence No. LC35

---

Question No.: STAFF 1-24

Part No.:

Addendum:

Question:

**RATE-CASE EXPENSES**

Please provide the following information for all requested rate-case expenses, whether directly or indirectly incurred. If provided previously, please provide a cross-reference identifying the page number of the filing which contains this information.

Are any of ETI's or its consultants' internal overhead charges included in requested rate-case expenses? If yes, please provide a schedule by type of overhead expense showing the total amount(s) included in rate-case expenses and a detailed description of how the amount(s) was determined (e.g. based on actual costs, based on market prices, etc.). Please provide justification for any charges in excess of actual costs.

---

Response:

To the extent the request implies overhead charges are not "actual costs," Entergy Texas, Inc. ("ETI") disagrees with that premise.

For ETI's overhead charges, based on actual costs incurred, please reference the workpapers to Exhibit REL-5, pages 1-7, to the Direct Testimony of Richard E. Lain. Also, for an explanation of payroll loaders, see the Direct Testimony of Ryan M. Dumas, pages 48-49 (Q103-Q105).

Please see the Direct Testimony of Meghan E. Griffiths for an explanation of consultant charges being requested by ETI in this proceeding. For the engagement agreements and invoices for consultant charges discussed by Ms. Griffiths, see the exhibits and workpapers to her Direct Testimony. Typically, consultants charge utilities for services on proceedings such as this one on an hourly basis and do not break out that hourly charge.

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests  
of Requesting Party: Commission Staff

Prepared By: Richard E. Lain  
Sponsoring Witness: Richard E. Lain  
Beginning Sequence No. LR618  
Ending Sequence No. LR618

---

Question No.: STAFF 1-25

Part No.:

Addendum:

Question:

**RATE-CASE EXPENSES**

Please provide the following information for all requested rate-case expenses, whether directly or indirectly incurred. If provided previously, please provide a cross-reference identifying the page number of the filing which contains this information.

Please identify and list any charges included in the requested rate-case expenses that are contingent upon a certain outcome. For example, any payments, bonuses or incentives based on a specific event or result should be included in this schedule. Conversely, any reimbursements that ETI will receive due to a negative outcome should also be included.

---

Response:

No charges included in the requested rate-case expenses are contingent upon a certain outcome. Entergy Texas, Inc. will not receive any reimbursements due to a negative outcome.

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests

Prepared By: Richard E. Lain  
Sponsoring Witnesses: Richard E. Lain,  
Meghan E. Griffiths, Daniel E. Falstad  
Beginning Sequence No. LR619  
Ending Sequence No. LR620

---

Question No.: STAFF 1-26

Part No.:

Addendum:

Question:

**RATE-CASE EXPENSES**

Please provide the following information for all requested rate-case expenses, whether directly or indirectly incurred. If provided previously, please provide a cross-reference identifying the page number of the filing which contains this information.

Please provide evidence and testimony or affidavits showing the reasonableness of the cost of all professional services included in rate-case expenses, including but not limited to:

- a) The nature, extent, and difficulty of the work done by the attorney or other professional in the rate case;
- b) The time and labor required and expended by the attorney or other professional;
- c) The fees or other consideration paid to the attorney or other professional for the services rendered;
- d) The expenses incurred for lodging, meals and beverages, transportation, or other services or materials;
- e) The nature and scope of the rate case, including:
  - (i) The size of the utility and number and type of consumers served;
  - (ii) The amount of money or value of property or interest at stake;
  - (iii) The novelty or complexity of the issues addressed;
  - (iv) The amount and complexity of discovery;



- (v) The occurrence and length of a hearing; and
  - (vi) The specific issue or issues in the rate case and the amount of rate-case expenses reasonably associated with each issue.
- 

Response:

See the Company's response to Staff 1-3, 1-11, and 1-12. Evidence and testimony or affidavits showing the reasonableness of the cost of all professional services included in rate-case expenses has been provided and supported in the Direct Testimony of Richard E. Lain at pages 24-42 and Exhibits REL 5-6, which includes the affidavit of Erika N. Garcia in support of Entergy Texas, Inc.'s ("ETI") internal rate-case expenses, the Direct Testimony of Daniel E. Falstad at pages 4-22, and the Direct Testimony of Meghan E. Griffiths and accompanying exhibits. See also Schedules G-14.1 and G-14.2, which were provided with the Application.

Subparts (iv), (v), and (vi) of this request seek information related to future events that is currently unknowable and not in ETI's possession.

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests  
of Requesting Party: Commission Staff

Prepared By: Meghan E. Griffiths  
Sponsoring Witness: Meghan E. Griffiths  
Beginning Sequence No. LR621  
Ending Sequence No. LR621

---

Question No.: STAFF 1-27

Part No.:

Addendum:

Question:

**RATE-CASE EXPENSES**

Please provide the following information for all requested rate-case expenses, whether directly or indirectly incurred. If provided previously, please provide a cross-reference identifying the page number of the filing which contains this information.

Please provide a copy of all engagement letters or contracts for services between ETI and all professionals and attorneys for which rate-case expense recovery is requested. To the extent that outside counsel engaged consultants for professional services related to this proceeding, please provide copies of the applicable engagement letters or contracts.

---

Response:

For a copy of the engagement letters or contracts for services for which rate-case expense recovery is requested, please refer to the public and confidential workpapers to the Direct Testimony of Meghan E. Griffiths. Please also see the attachment (TP-53719-00PUS001-X0027).



Deloitte & Touche LLP  
701 Poydras Street, Suite 4200  
New Orleans, LA 70139-7704  
USA  
Tel: +1 504 581 2727  
www.deloitte.com

May 5, 2022

Mr. Patrick J. Condon  
Chairman  
The Audit Committee of Entergy Corporation  
726 Stonebridge Road  
Frankfort, IL 60423

Ms. Kimberly Fontan  
Senior Vice President and Chief Accounting Officer  
Entergy Texas, Inc.  
639 Loyola Avenue  
New Orleans, LA 70113

Dear Mr. Condon and Ms. Fontan:

Deloitte & Touche LLP ("D&T" or "we" or "us") is pleased to serve as independent accountants for Entergy Texas, Inc. (the "Company" or "you" or "your") to perform an examination of the management's assertion that the Summary of Costs Billed by Entergy Services, LLC and Other Entergy Affiliates to Entergy Texas, Inc. for the year ended December 31, 2021 ("Summary of Costs Billed") is in compliance with the service agreements that were previously approved by the Securities and Exchange Commission ("SEC") under PUHCA 1935 and those subsequently accepted by the Federal Energy Regulatory Commission ("FERC") following adoption of PUHCA 2005, as further described by the Notes to the Summary of Costs Billed. Ms. Amy Parker will be responsible for the services that we perform for the Company hereunder.

The services to be performed by D&T pursuant to this engagement are subject to the terms and conditions set forth herein and in the accompanying appendices. Such terms and conditions shall be effective as of the date of the commencement of such services.

#### **Examination of Management's Assertion**

Our engagement is to perform an examination in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA) (the "AICPA standards"). The objective of an examination conducted in accordance with the AICPA standards is the expression of an opinion on whether the assertion is fairly stated, in all material respects, based on the criteria.

An examination includes examining, on a test basis, evidence supporting management's assertion and performing such other procedures as D&T considers necessary in the circumstances. An examination conducted in accordance with the AICPA standards is designed to obtain reasonable, rather than absolute, assurance about management's assertion taken as a whole. An examination is not designed to express an opinion on individual amounts or statements within an assertion. An examination is not designed to provide assurance on internal control or to identify deficiencies in internal control.

## **D&T Reports**

We expect to issue a written report upon the completion of our examination. Our ability to express any opinion or to issue any report as a result of this engagement and the wording thereof, will, of course, be dependent on the facts and circumstances at the date of our report. If, for any reason, we are unable to complete our examination or are unable to form or have not formed any opinion, we may decline to express any opinion or decline to issue any report as a result of this engagement. If we are unable to complete our examination or if any report to be issued by D&T as a result of this engagement requires modification, the reasons for this will be discussed with the Audit Committee of Entergy Corporation (the "Audit Committee") and the Company's management.

## **Management's Responsibilities**

Appendix A describes management's responsibilities.

## **Responsibility of the Audit Committee**

We acknowledge that the Audit Committee is directly responsible for the appointment, compensation, and oversight of our work, and, accordingly, except as otherwise specifically noted, we will report directly to the Audit Committee. You have advised us that the services to be performed under this engagement letter, including, where applicable, the use by D&T of affiliates or related entities as subcontractors in connection with this engagement, have been approved by the Audit Committee in accordance with the Audit Committee's established preapproval policies and procedures.

## **Other Communications Arising from the Examination**

In connection with our examination, we may have other comments for management on matters observed by us and possible ways to improve the efficiency of the Company's operations or other recommendations concerning internal control. With respect to these other communications, it is our practice to discuss all comments, if appropriate, with the level of management responsible for the matters, prior to their communication to senior management or the Audit Committee.

## **Fees**

We estimate that our fees for this engagement will be \$150,000, plus expenses. Based on the anticipated timing of the work, our fees will be billed in May 2022 and payment is due 30 days from the date of invoice. Engagement-related expenses will be billed in addition to the fees and will be stated separately on the invoice.

Our continued service on this engagement is dependent upon payment of our invoices in accordance with these terms. Our estimated fees are based on certain assumptions, including (1) timely and accurate completion of the requested entity participation schedules and additional supporting information, (2) no inefficiencies during the examination process or changes in scope caused by events that are beyond our control, (3) the effectiveness of internal control throughout the period under examination, and (4) no changes to the timing or extent of our work plans. We will notify you promptly of any circumstances we encounter that could significantly affect our estimate and discuss with you any additional fees, as necessary.

## **Restriction on Report Use**

The Company agrees that any report issued by D&T on management's assertion is intended solely for the information and use of the Company, Entergy Services, LLC, Duggins Wren Mann & Romero LLP,

Eversheds Sutherland LLP, and the Texas Public Utility Commission, and that our report is not intended to be and should not be used by anyone other than the Company, Entergy Services, LLC, Duggins Wren Mann & Romero LLP, Eversheds Sutherland LLP, and the Texas Public Utility Commission; nor will it be made available to any other persons or entities, or included, incorporated by reference, or referred to, in any filings with regulators

\* \* \* \* \*

The parties acknowledge and agree that D&T is being engaged under this engagement letter to provide only the services described herein. Should the Company or the Audit Committee request, and should D&T agree to provide, services beyond those described herein, such services will constitute a separate engagement and will be governed by a separate engagement letter

This engagement letter, including Appendices A through E attached hereto and made a part hereof, constitutes the entire agreement between the parties with respect to this engagement and supersedes any other prior or contemporaneous agreements or understandings between the parties, whether written or oral, relating to this engagement

If the above terms are acceptable and the services described are in accordance with your understanding, please sign the copy of this engagement letter in the space provided and return it to us

Yours truly,

*Dewitt & Touche LLP*

Acknowledged and approved on behalf of  
the Audit Committee of Entergy Corporation:

By: Patrick J. Condon

Title: Audit Committee Chair

Date: 06-May-2022 | 7:33:18 AM CDT

Accepted and agreed to by Entergy Texas, Inc.:

By: Kimberly A. Fontan

Title: SVP, CAO

Date: 05-May-2022 | 6:13:26 PM CDT

## APPENDIX A

### MANAGEMENT'S RESPONSIBILITIES

This Appendix A is part of the engagement letter dated May 5, 2022, between Deloitte & Touche LLP and Entergy Texas, Inc. and approved by the Audit Committee of Entergy Corporation.

#### Management's Assertion

Management is responsible for the preparation, presentation, and overall accuracy of management's assertion and its conformity with the criteria. In this regard, management has the responsibility for, among other things:

- Determining that the criteria selected are appropriate for its purposes
- Establishing and maintaining effective internal control over management's assertion
- Identifying and ensuring that the Company complies with the laws and regulations applicable to its activities and informing us of any known material violations of such laws or regulations
- Making determinations as to the relevancy of information to be included
- Making appropriate estimates and assumptions that affect reported information
- Providing us with (1) access to all information of which management is aware that is relevant to the preparation and presentation of management's assertion, such as records, documentation, and other matters, (2) additional information that we may request from management for the purpose of our examination, and (3) unrestricted access to personnel within the Company from whom we determine it necessary to obtain evidence

#### Management's Representations

We will make specific inquiries of the Company's management about the representations embodied in management's assertion. In addition, we will request that management provide us with the written representations the Company is required to provide to its independent accountants under the AICPA standards. The responses to those inquiries and the written representations of management are part of the evidential matter that D&T will rely on in forming its opinion on management's assertion.

#### Process for Obtaining Preapproval of Services

Management is responsible for the coordination of obtaining the preapproval of the Audit Committee, in accordance with the Audit Committee's preapproval process, for any services to be provided by D&T to the Company.

#### Independence Matters

In connection with our engagement, D&T, management, and the Audit Committee will assume certain roles and responsibilities in an effort to assist D&T in maintaining independence. D&T will communicate to its partners, principals, and employees that the Company is an attest client. Management of the Company will ensure that the Company has policies and procedures in place for the purpose of ensuring that the Company will not act to engage D&T or accept from D&T any service that under the AICPA or other applicable rules would impair D&T's independence. All potential services are to be discussed with Ms. Parker.

Management will coordinate with D&T to ensure that D&T's independence is not impaired by hiring former or current D&T partners, principals, or professional employees in a key position, as defined in the AICPA *Code of Professional Conduct*, that would cause a violation of the AICPA *Code of Professional Conduct* or other applicable independence rules. Management of the Company will ensure that the Company also has policies and procedures in place for purposes of ensuring that D&T's independence will not be impaired by hiring a former or current D&T partner, principal, or professional employee in a key position that would cause a violation of the AICPA *Code of Professional Conduct* or other applicable independence rules. Any employment opportunities with the Company for a former or current D&T partner, principal, or professional employee should be discussed with Ms. Parker before entering into substantive employment conversations with the former or current D&T partner, principal, or professional employee.

For purposes of the preceding sections entitled "Independence Matters" and "Process for Obtaining Preapproval of Services", "D&T" shall mean Deloitte & Touche LLP and its subsidiaries, Deloitte Touche Tohmatsu Limited, its member firms, the affiliates of Deloitte & Touche LLP, Deloitte Touche Tohmatsu Limited and its member firms, and, in all cases, any successor or assignee

## APPENDIX B

## GENERAL BUSINESS TERMS

This Appendix B is part of the engagement letter to which these terms are attached (the engagement letter, including its appendices, the “engagement letter”) dated May 5, 2022, between Deloitte & Touche LLP and Entergy Texas, Inc. and approved by the Audit Committee of Entergy Corporation.

1. Limitation on Liability, Release, and Indemnification
  - a) D&T (as defined below) and its personnel will not be liable to the Company and the Audit Committee for any claims, liabilities, or expenses relating to this engagement (“Claims”) for an aggregate amount in excess of the fees paid by the Company to D&T pursuant to this engagement, except to the extent resulting from the bad faith or intentional misconduct of D&T. In no event will D&T or its personnel be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this engagement.
  - b) The Company agrees to release and indemnify D&T and its personnel from all Claims attributable to any misrepresentation by the Company’s management
  - c) The Company agrees to indemnify and hold harmless D&T and its personnel from all Claims, except to the extent resulting from the bad faith or intentional misconduct of D&T
  - d) The provisions of this Paragraph 1 will apply to the fullest extent of the law, whether in contract, statute, tort (such as *negligence*), or otherwise. In circumstances where all or any portion of the provisions of this Paragraph 1 are unavailable, D&T’s aggregate liability for any Claim shall not exceed an amount that is proportional to the relative fault that D&T’s conduct bears to all other conduct giving rise to such Claim
2. Independent Contractor. D&T is an independent contractor and D&T is not, and will not be considered to be, an agent, partner, fiduciary, or representative of the Company or the Audit Committee
3. Survival. The agreements and undertakings of the Company and the Audit Committee contained in the engagement letter will survive the completion or termination of this engagement. For purposes of these terms, “D&T” shall mean Deloitte & Touche LLP and its subsidiaries, to the extent that, as a subcontractor, they agree to provide any of the services under or in connection with the engagement letter, the member firms of Deloitte Touche Tohmatsu Limited, and the affiliates of Deloitte & Touche LLP and such member firms; and, in all cases, any successor or assignee
4. Assignment and Subcontracting. Except as provided below, no party may assign any of its rights or obligations (including, without limitation, interests or Claims) relating to this engagement without the prior written consent of the other parties. The Company and the Audit Committee hereby consent to D&T subcontracting a portion of its services under this engagement to any affiliate or related entity, whether located within or outside of the United States, provided, however, that such subcontracting will not relieve D&T of any of its obligations to the Company hereunder. D&T agrees that it will be responsible for the services performed by its subcontractors to the same extent that it is responsible for the services performed by itself. Professional services performed hereunder by any of D&T’s affiliates or related entities shall be invoiced as professional fees, and any related expenses shall be invoiced as expenses, unless otherwise agreed
5. Severability. If any term of the engagement letter is unenforceable, such term shall not affect the other terms, but such unenforceable term shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein
6. Force Majeure. No party shall be deemed to be in breach of the engagement letter as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority
7. Protection of Personal Information. To the extent that any information obtained by D&T from or on behalf of the Company or its employees in connection with the performance of services under this engagement letter relates to a resident of Massachusetts and constitutes “Personal Information” as defined in 201 CMR 17.02 (as may be amended), D&T shall comply with the obligations of 201 CMR 17.00 et seq. (as may be amended), entitled “Standards for the Protection of Personal Information of Residents of the Commonwealth,” with respect to such information.



- 8a Confidentiality. All nonpublic data provided to D&T disclosed or made available to D&T or obtained by D&T, directly or indirectly, from you and is in D&T's possession in connection with the performance of services under this engagement letter shall be deemed confidential information belonging to the Company (together with Personal Information (as defined below), the "Confidential Information"). Confidential Information does not include the independent auditor's report that will be issued pursuant to this engagement letter. During the term of this engagement letter and thereafter, D&T shall not disclose such Confidential Information to third parties without your prior written consent except (i) to the extent reasonably necessary in connection with the performance of the services herein, or (ii) where such Confidential Information was publicly available, or (iii) if such Confidential Information was either actually known to D&T prior to the Company's disclosure of such information under this engagement, or became available to D&T on a nonconfidential basis from a source other than the Company that D&T reasonably believes was not prohibited from disclosing such information to D&T by obligation to the Company, or was independently obtained or developed by D&T outside of disclosures made hereunder. Notwithstanding anything to the contrary contained herein, D&T shall not be restricted from, and the Company hereby consents to D&T disclosing and providing Confidential Information (1) to contractors providing administrative, infrastructure, and other support services to D&T and subcontractors providing services in connection with this engagement, in each case, whether located within or outside of the United States, provided that such contractors and subcontractors have agreed to be bound by confidentiality obligations similar to those in this paragraph, and (2) as may be required by law or regulation, or to respond to governmental inquiries, or in accordance with applicable professional standards or rules or in connection with litigation or arbitration pertaining hereto, provided, that if such disclosures are made as required by law or court order, then D&T, to the extent reasonably practical, shall give prompt advance notice of such disclosure requirement and shall request confidential treatment for the Confidential Information ordered or required to be disclosed. In satisfying its obligations under this paragraph, D&T shall maintain the Company's trade secrets and proprietary or confidential information in confidence using at least the same degree of care as it employs in maintaining in confidence its own trade secrets and proprietary or confidential information, but in no event less than a reasonable degree of care.
- 8b Terms
- i "Personal Information" means any non-public information capable of individually identifying a natural person, in written or electronic form, that is received from, or on behalf of, the Company by D&T during and pursuant to performance of the services hereunder. Personal Information does not include Protected Health Information, as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 (the "HITECH Act").
  - ii "Privacy Laws" means applicable privacy and consumer protection rules, laws and regulations, and orders, including any state and federal to which D&T may be subject and which D&T is required by applicable law to comply with in the performance of services hereunder.
- 8c Compliance with Privacy Laws. D&T acknowledges that the data to which it will have access pursuant to this engagement may contain Personal Information, the use of and access to which may be subject to Privacy Laws. D&T agrees to abide by such applicable Privacy Laws pertaining to Personal Information applicable to it in the performance of the services hereunder, as they are promulgated, and to maintain physical, electronic and procedural safeguards designed to allow D&T to comply therewith.
- 8d Personal Information Incident. In the event that D&T's engagement leader becomes aware of any breach of its confidentiality obligations set forth in the section entitled "Confidentiality" above that results in unauthorized access to Personal Information of the Company in D&T's control "unauthorized access", D&T shall promptly notify the Company of such unauthorized access and reasonably cooperate with the Company in complying with any Company notification obligations required by applicable law.
- 8e Liability in Connection with an Incident. To the extent that such unauthorized access (described in the section entitled "Personal Information Incident" above) arises out of D&T's intentional misconduct or breach of its confidentiality obligations under the section entitled "Confidentiality" above with respect to Confidential Information which is Personal Information, then, to the extent any Company notification is required by applicable law, D&T shall reimburse the Company for the reasonable out of pocket costs of notifying such affected individuals and providing such individuals with one year of credit monitoring service, in an aggregate amount not to exceed \$1,000,000.
- 9 Dispute Resolution. Any controversy or claim between the parties arising out of or relating to the engagement letter or this engagement (a "Dispute") shall be resolved by mediation or binding arbitration as set forth in the Dispute Resolution Provision attached hereto as Appendix C and made a part hereof.

## APPENDIX C

## DISPUTE RESOLUTION PROVISION

This Appendix C is part of the engagement letter dated May 5, 2022 between Deloitte & Touche LLP and Entergy Texas, Inc. and approved by the Audit Committee of Entergy Corporation.

This Dispute Resolution Provision sets forth the dispute resolution process and procedures applicable to the resolution of Disputes and shall apply to the fullest extent of the law, whether in contract, statute, tort (such as *negligence*), or otherwise.

Mediation. All Disputes shall be first submitted to nonbinding confidential mediation by written notice to the parties, and shall be treated as compromise and settlement negotiations under the standards set forth in the Federal Rules of Evidence and all applicable state counterparts, together with any applicable statutes protecting the confidentiality of mediations or settlement discussions. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution ("CPR"), at the written request of a party, shall designate a mediator.

Arbitration Procedures. If a Dispute has not been resolved within 90 days after the effective date of the written notice beginning the mediation process (or such longer period, if the parties so agree in writing), the mediation shall terminate and the Dispute shall be settled by binding arbitration to be held in New York, New York. The arbitration shall be solely between the parties and shall be conducted in accordance with the CPR Rules for Non-Administered Arbitration that are in effect at the time of the commencement of the arbitration, except to the extent modified by this Dispute Resolution Provision (the "Rules").

The arbitration shall be conducted before a panel of three arbitrators. Each of the Company and Deloitte & Touche LLP shall designate one arbitrator in accordance with the "screened" appointment procedure provided in the Rules and the two party-designated arbitrators shall jointly select the third in accordance with the Rules. No arbitrator may serve on the panel unless he or she has agreed in writing to enforce the terms of the engagement letter (including its appendices) to which this Dispute Resolution Provision is attached and to abide by the terms of this Dispute Resolution Provision. Except with respect to the interpretation and enforcement of these arbitration procedures (which shall be governed by the Federal Arbitration Act), the arbitrators shall apply the laws of the State of New York (without giving effect to its choice of law principles) in connection with the Dispute. The arbitrators shall have no power to award damages inconsistent with the terms of the engagement letter or its appendices, including, without limitation, the limitation on liability, release and indemnification provisions contained therein. The arbitrators may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition. Discovery shall be conducted in accordance with the Rules.

All aspects of the arbitration shall be treated as confidential, as provided in the Rules. Before making any disclosure permitted by the Rules, a party shall give written notice to all other parties and afford such parties a reasonable opportunity to protect their interests. Further, judgment on the arbitrators' award may be entered in any court having jurisdiction.

Costs. Each party shall bear its own costs in both the mediation and the arbitration, however, the parties shall share the fees and expenses of both the mediators and the arbitrators equally.

## APPENDIX D

### INSURANCE

This Appendix D is part of the engagement letter dated May 5, 2022, between Deloitte & Touche LLP and Entergy Texas, Inc. and approved by the Audit Committee of Entergy Corporation.

1. Without limiting any obligations or liabilities of D&T under this engagement, D&T shall provide and maintain during the term of this engagement, at its own expense, without direct reimbursement, insurance coverage in forms and amounts which D&T believes will adequately protect it, but in no case less than:
  - (a) Errors and omissions liability insurance as may be appropriate and available in the amount of not less than \$1,000,000 per claim covering claims or damages because of injury or damages arising out of any act, error, or omission of D&T in the rendering of professional services, and
  - (b) Data security insurance coverage, insuring security and privacy liability as well as data breach costs (including notification expenses and event management costs) with liability limits of \$1 million per event
2. D&T hereby waives all rights of recourse, including any right to which another may be subrogated, against you and Entergy Corporation subsidiaries ("Entergy Affiliates") for personal injury, including death, and property damage.
3. All of D&T's policies of insurance shall be primary and non-contributing with any insurance maintained by you and Entergy Affiliates. D&T will provide you with thirty (30) days' prior written notice of cancellation or any material adverse change in conditions.
4. D&T shall provide you with certificates of insurance issued to you and Entergy Affiliates as the certificate holder, evidencing coverage currently in effect upon execution and for the duration of this engagement. D&T shall require any subcontractor providing on-site services under this engagement to carry insurance coverage in a form and amount consistent with the requirements of this Appendix N. D&T shall obtain certificates of insurance evidencing such coverages prior to the commencement of services by the subcontractor, and shall present such certificates to you upon request and, in any case, no later than completion of services hereunder.
5. D&T and any subcontractor shall not begin the services until all of the insurance required of D&T and any subcontractor is in force and you have received the necessary documents. Compliance with this requirement is hereby expressly made a condition precedent to your obligation to make payment for any services performed. The minimum insurance requirements set forth above shall not vary, limit or waive D&T's or its subcontractor's legal or contractual responsibilities or liabilities to any party.

## APPENDIX E

## INFORMATION SECURITY STATEMENT

Overview

Deloitte has implemented an Information Technology (IT) infrastructure that is designed to align with industry standards. The security boundary of the IT infrastructure includes Deloitte-issued laptops, as well as infrastructure and applications, such as databases and backup systems. The IT infrastructure security controls and associated information security processes were developed to protect confidential information. In addition, Deloitte has developed and implemented resiliency processes related to protection of Deloitte people, its facilities, and continuity of operations. A summary of such processes, as well as policies and controls, are set forth below.

Purpose

The purpose of this Information Security Statement is to provide an overview of Deloitte's security practices that are in effect as of the published date of this document (09/02/2021).

Information Security Program

Deloitte maintains a comprehensive information security program, which includes policies, standards, procedures, and guidelines. The information security program is informed by several industry-standard guidelines and best practices including ISO 27001, COBIT, ITIL, and the American Institute of Certified Public Accountants (AICPA) Service Organization Controls (SOC 2).

Deloitte's IT leadership meets on a regular basis to consider strategic and tactical direction for the information security program, and its policies, standards, procedures, and guidelines.

Information security policies are drafted with input from internal information security stakeholders and are based upon industry-standard practices. The drafts are reviewed and approved by Deloitte's Cyber Security leadership, Office of General Counsel (OGC), Chief Confidentiality & Privacy Officer, Chief Information Officer (CIO), and Chief Information Security Officer (CISO). Once approved, the policies are published on Deloitte's Intranet and communicated to personnel at least annually.

Security Assurance and Certifications

Deloitte has established the following security assurance and certifications programs:

**Information Security Management System (ISO 27001)**

Deloitte has established and operates an Information Security Management System (ISMS) that manages its client confidential information. An independent third party has certified that the ISMS complies with the requirements of the International Information Security Management System Standard ISO 27001.

### **Business Continuity Management System (ISO 22301)**

Deloitte's Business Continuity Management System (BCMS) program has been certified by an independent third party that it complies with the requirements of ISO 22301. This certification requires Deloitte to demonstrate the effectiveness of its BCMS program, and specifies the requirements to plan, establish, implement, operate, monitor, review, maintain and continually improve a documented business continuity management system to protect against, prepare for, respond to, and recover from disruptive incidents when they arise.

### **Third Party Assessments**

Deloitte's Information Security program is assessed by third parties. The focus of the assessments is to measure the overall maturity and effectiveness of Deloitte's Information Security program. The comprehensive reports may be obtained by current or prospective clients with an acceptance of appropriate non-disclosure or confidentiality terms with Deloitte and subscriptions from the respective third parties.

### **On-Site Security Assessments**

In an effort to protect and minimize risks to Deloitte's client data, and in lieu of permitting individual clients to perform independent security assessments of Deloitte's information security program, each year Deloitte engages an independent third-party auditor (Third Party) to conduct examinations in accordance with the Statement on Standards for Attestation Engagements to report on controls at a Service Organization (SOC 2 Report).

### **SOC 2 Report**

The SOC 2 Report includes the Third Party's opinion on the fairness of the presentation of the description of Deloitte's systems in management's assertion and on the suitability of the design and operating effectiveness of the controls to meet the applicable trust services criteria, based on the Third Party's examination. The SOC 2 Report also includes a description of Deloitte's systems and controls, and a description of the Third Party's criteria, test procedures, and the results of such tests. The SOC 2 Report may be made available to a current or prospective client that is bound by appropriate non-disclosure or confidentiality terms with Deloitte applicable to the disclosure of the SOC 2 Report.

### **Awareness and Training**

Deloitte has implemented training and awareness programs for its personnel related to information security, confidentiality, and privacy policies and practices. Deloitte personnel are required to complete information security, confidentiality, and privacy trainings during the new-hire onboarding process, as well as an annual update course thereafter. Deloitte personnel are presented with an information security policy awareness statement (which includes confidentiality and privacy policy requirements) via Deloitte's Intranet three times each year, which personnel are required to acknowledge within two weeks of the statement's release. In addition, Deloitte conducts internal simulated phishing campaigns to raise awareness and reduce risk among personnel.

Deloitte has a dedicated Security Awareness Committee. The committee is responsible for generating ideas to raise awareness of risks and to enhance the overall security culture through policy development and training. The committee meets regularly to discuss new and recurring security, confidentiality, and privacy issues, devise strategies and implementation plans, and to provide progress reports on existing projects. The committee is comprised of delegates from Deloitte's Cyber Security leadership, National Office of Security, Confidentiality & Privacy, Office of the CISO, National Quality Risk Management, Talent, and Office of General Counsel, and from Deloitte Touche Tohmatsu Limited's Global Information Security Office.

### Cyber Security

The ITS Cyber Security team safeguards Deloitte's people, data, and brand, and their services uphold Deloitte's client, legal, and regulatory requirements in an evolving cyber era. The Office of the Chief Information Security Officer (OCISO) develops an organization-wide strategy and conducts operational oversight of the ITS Cyber Security team. Deloitte's Chief Information Security Officer (CISO) oversees the ITS Cyber Security team, which provides support in the following areas:

- Cyber Security Operations
  - Prevents, detects, and responds to an adversary's ability to steal, deny access to, or manipulate data, information or infrastructure
  - Assists in the development of security programs that enforce a structured defense to cyber risk by integrating threat intelligence data, analytics, and incident response capabilities
- Incident Response
  - Responds to incidents, and the planning, coordinating, and validating of corrective actions related to cyber events
  - Protects Deloitte's brand, reputation, intellectual property, client and proprietary data/information, and Deloitte personnel with vigilance, preparation, and expertise
  - Provides and leverages Deloitte's expertise in threat management, digital forensics, communications, and operational intelligence to securely operate and defend Deloitte
- Security Architecture & Engineering
  - Develops secure solutions aligned with Deloitte's policies and standards by engaging project teams, assessing cyber-related risks, coordinating the performance of risk-management activities, and reviewing solution designs for appropriate security controls
  - Implements solutions and provides ongoing operational support for security tools utilized by the Security Operations Center
- Cyber Strategic Initiatives include the following areas:
  - Identity and Access Management

- Implements tools, technologies, and organizational processes that provide end- users and administrators with secure, easy access to applications and collaboration platforms across Deloitte and with clients (core technologies include privileged access management, access management/single sign-on, multi-factor authentication, and identity governance and administration)
  - Cyber Design Studio
- Minimizes cyber risks related to technology solutions developed, updated, or acquired by Deloitte
- Advises teams on security requirements, designing/assessing architectures, coordinating security testing, and confirming the completion of risk-management activities prior to release
  - Data Protection
- Implements consistent security controls designed to protect client and Deloitte's personnel data and confidential information
- Provides data protection services that include data loss prevention, data access governance, data retention and destruction, data classification and rights management, cloud data protection, certificate lifecycle management, data encryption and key management, and firewall rules reviews
- Risk & Compliance
  - Risk & Compliance is the integrated collection of departments that enables Deloitte to reliably achieve security and compliance objectives, act with integrity, and demonstrate capabilities to manage risk associated with information assets entrusted to Deloitte. Risk and Compliance is responsible for providing strategy, direction, and risk-management guidance to Deloitte specific to internal compliance as well as manage risk from external factors that may threaten Deloitte. Risk and Compliance consists of the following areas:
    - IT Policies, Standards & Exceptions
    - Security Awareness Program
    - Compliance Monitoring
    - Audits & Assessments (Internal and External)
    - Client Audits and Inquiries
    - ISO 27001 & Risk Assessments
    - SSAE 18 SOC 2 Reporting
    - Governance, Risk & Compliance Automation
    - Quality Assurance
    - Vendor Assessment
  - Assurance & Certifications Programs:
    - Specializes in strategic assurance and certification, management of audits and

- assessments (including regulatory audits and remediation activities)
  - Provides guidance and security requirements to teams conducting client engagements
  - Acts as trusted advisors on cyber risk related inquiries from: clients, client engagement teams, regulators, and internal/external auditors
- eDiscovery, Forensics & Investigations:
- Provides support to various organizations within Deloitte, including Office of General Counsel, Talent, and Insider Threat
  - Collects, processes, and retains data in support of all legal matters

Deloitte maintains an appropriately sized, dedicated staff to support the Cyber Security Program. Deloitte establishes Information Technology and Cyber Security staffing benchmarks using industry metrics, previous staffing baselines, and expected growth trends.

Members of the Cyber Security team hold various industry security and audit-based certifications (e.g., CISSP, CISM, CISA, CDPSE, ISSM, CRISC, CEH, CCSP, ISO 27001 Lead Auditor, HITRUST certified CSF Practitioner, and OSCP).

## Asset Management

Deloitte has asset management teams that hold shared responsibility for oversight and management of Deloitte IT assets and inventory throughout the asset lifecycle. Asset information is identified, inventoried, classified, and managed in centrally managed IT asset management systems, based on IT asset classes. There are tools and controls in place that manage hardware and software assets.

Deloitte has policies and procedures in place to manage licensed software and security controls to deter prohibited software from being installed and/or used on

Deloitte assets. Various centralized software and hardware inventory systems are maintained, which identify hardware and software components used within Deloitte information systems. These controls are supported by automated tools that provide configuration and inventory information on a continuous basis specific to configuration compliance, known vulnerabilities, inventory by Internet Protocol address (IP address) / device name and asset operational and connection status.

IT assets are configured to function in accordance with Deloitte's policies and standards, applicable specifications, and functionality requirements to prevent unauthorized or incorrect updates from being applied to such systems and network devices. Assets are provisioned using standardized and approved baseline configurations.

## Access Control

Access to Deloitte information contained on Deloitte IT systems is granted on a need-to-know basis and must be approved by the Deloitte data owner.



Deloitte has policies and procedures in place to manage user accounts and access for new hires, existing staff, transfers, and terminated personnel. Automated processes link the Human Resource (HR) system to administer user access.

Deloitte has a formal disciplinary process for personnel who have violated access policies. Violations are evaluated on a case-by-case basis and may result in disciplinary action, including termination and/or criminal charges, if warranted.

Vendor and contractor access are requested through procedures that involve Deloitte's Talent and Technology groups. Upon approval, the vendor user accounts are created in a controlled domain organizational unit giving the access necessary to perform their defined duties. Vendor and contractor access are granted on a temporary basis based on business need.

Remote access is provided via Transport Layer Security (TLS) using two-factor authentication with account activity being logged to Deloitte's logging/alerting mechanism. Depending on the level and type of access required, a Virtual Private Network (VPN) solution provides a secure virtual session or web interface with access into the needed application(s) or platform.

For all web-based applications (including VPN), Multi-Factor Authentication (MFA) has been enabled. Verification options include text message or mobile application.

Privileged user accounts are established and administered in accordance with a role-based access scheme that organizes all system and network privileges into role-based groups (e.g., key management, network, system administration, database administration, and web administration).

### Identification and Authentication

All users must authenticate to the Deloitte network using a unique user identification (ID) and a strong password prior to gaining access to the information system.

**Deloitte strong passwords contain the following characteristics:**

- Passwords are required to be at least ten (10) characters in length and contain at least three of the following four elements. (1) westernized Arabic numbers (e.g., 2,5,9), (2) non-alphanumeric characters (e.g., #, %, !, %, @, ?, -, \*), (3) English uppercase letters (e.g., A, B, C), and/or (4) English lowercase letters (e.g., a, b, c)
- Passwords are not permitted to contain:
  - parts of the users' username, first name, or last name
  - dictionary words with or without (i) numbers or special characters at the beginning or end, or (ii) letters, numbers, or character exchanges (e.g., Summer2017, ?Happyman, H3ll0fr!end?)
  - words or numbers connected with users such as family names, pet names, birthdays, addresses, or phone numbers
  - common terminology, acronyms, or names associated with the Deloitte or its clients
  - any variation of 'Deloitte' or 'Password' (e.g., Deloitte12, P@sswOrd12, Pa\$\$wOrd!2)

- o any sequencing of letters and numbers that follow the order of a keyboard (i.e., keyboard walk patterns such as 1234qwerASDF, 1qazXSW@3edc)

### **Additional Password Safeguards**

The following additional password related safeguards are enforced:

- Users are not permitted to reuse their previous twenty-four passwords
- Passwords expire every 90 days
- There is a password lockout threshold after 6 invalid logon attempts

## **System Security**

### **System and Communications Protection**

A firewall and intrusion prevention system (IPS) is employed at the point of entry and between various security zones within the Deloitte network. Access control lists are placed on firewalls controlling the inbound and outbound flow of traffic. Traffic is denied by default unless approved by the gateway protocols as configured and approved by the Deloitte security team. A demilitarized zone (DMZ) and trusted zones are used to segment traffic to areas that are protected in accordance with the accepted risk levels. Web servers located on a publicly reachable network segment are separated from the internal network by a firewall (i.e., DMZ).

### **System and Information Integrity**

Firewall, IPS, and VPN audit logs are sent to the log aggregator, which checks for abnormal activity and anomalous behavior that would trigger an information security review. Hardware and software checks are done by automated tools with identified alert levels that trigger a notification to the system administrators in case of a system flaw.

Anti-virus and malware protection are managed by enterprise policy and distributed periodically by a server located in the environment. Anti-virus is configured to scan external devices attached to the information system as well as email traffic.

The anti-virus software is configured to automatically update protection periodically and scan the files prior to access. Deloitte has implemented a local administrative privilege management tool to prevent users from disabling security controls (anti-virus, firewalls, DLP, CASB and others). An Advanced Threat Protection (ATP) service has been deployed to provide protection against common and sophisticated attacks against Deloitte-managed servers, laptops, and workstations. The ATP service performs three primary functions: monitor, prevent / protect, and report.

### **Network Access Controls**

Deloitte has implemented industry standard Network Access Controls (NAC) to prevent unauthorized devices from accessing the Deloitte network. The NAC and group policy settings enforce compliance checks and authentication of Deloitte managed devices for wired and wireless access.

## Data Backup and Restore

Production servers are scheduled for a daily, full, or incremental backup. Non-production server backups are scheduled for backup as needed. If a system backup is interrupted for any reason, it will resume in the same site once the issue that caused the interruption is resolved. In the normal operation of the data center, tape and/or disk-based backup restores are performed multiple times per week. These restores validate the integrity of backup data at rest on disk and tape. Physical tape media are stored in a secured facility. Damaged and end-of-life media is destroyed by a certified vendor and the vendor provides a confirmation of destruction. Tapes that contain data are sent off-site and tracked by an automated inventory tracking system. The off-site vendor stores the media in a secure, environmentally controlled storage facility. Backup data stored on tape and disk is encrypted using AES-256 standards.

## Laptop Backup and Restore

Deloitte laptops are backed up daily to a Software as a Service (SaaS) backup solution, using automated technology. All backup and restore activities are secured using 256-bit TLS v1.2 encryption. Backups are validated through periodic operational data recovery.

## Information Systems Acquisition, Development and Maintenance

### Acquisition of System and Services

Deloitte does not acquire IT systems or services until Cyber Security has reviewed the product or service to determine whether it meets internal guidelines with respect to security and encryption. Software installation requests are submitted for risk assessment and approval. Software is not implemented unless it is reviewed against Information Technology Services (ITS) standards. There is a Change Control Board (CCB) that discusses any changes that may affect the security posture of the environment and documents all proposed upgrades or modifications to the environment, assets, and infrastructure.

### Application Development

Deloitte follows secure coding best practices during the Secure System Development Lifecycle (SSDLC) for Deloitte applications. The SSDLC process includes requirements gathering, system analysis and design, application scanning, testing and acceptance. Deloitte's applications and their components are tested for compliance with generally accepted security standards. Testing includes manual, static, and dynamic code reviews; vulnerability scans are performed and must meet defined security levels prior to applications being placed in production.

### Change Control

Deloitte has a change management process in place for its IT systems. Proposed changes are submitted, tested, and reviewed during regularly scheduled Change Control Board meetings. Approved changes are tested, and vulnerability scans are performed prior to deployment. Deployment windows are scheduled to minimize the impact to Deloitte's operations. Back-out plans are in place should they be needed.

## Patch Management

Deloitte has a Patch Management program and supporting tools in place that are managed by an internal Patch Management Team (PMT). Vendor and industry-accepted alert lists are monitored for new patches. Patches are reviewed by the PMT during regularly scheduled meetings and are rated for deployment based on assessed severity levels. Emergency patch management meetings are called when needed.

## Vulnerability Management

Vulnerability scans and penetration tests are performed by independent, qualified, and authorized Deloitte staff or third parties using automated vulnerability and configuration verification tools. Penetration tests are performed annually on the network infrastructure's external perimeter by an independent team within Deloitte. Vulnerability scanning is performed weekly on the network infrastructure's internal and external perimeter by an independent Deloitte team.

## Maintenance

Deloitte ITS performs software and hardware maintenance on Deloitte's environment servers.

Performance reports are initiated through automated tools that specify certain levels of performance to trigger the generation of these reports (e.g., % of CPU processor utilization, etc.).

Third-party contractor maintenance personnel must be approved prior to receiving access to the information system servers. Third-party maintenance personnel are escorted into the facility and accompanied during the period of access. A log is maintained that documents the name, date, length of time, justification, and escort name for each maintenance individual who is granted access to the information system(s).

## Wireless Access

Deloitte supports an internal wireless network within the organization. A wireless security and acceptable use policy is in place. Only Deloitte-approved access points will be connected to Deloitte's network. Wireless network segments are segregated from the Deloitte network using Virtual LANs or other appropriate technologies.

- For wireless access to Deloitte's networks, personnel are required to use Wi-Fi Protected Access (WPA2 or stronger protection) where it is available.
- For the convenience of visitors, clients, or guests, a guest wireless network providing controlled access to the Internet may be made available in Deloitte's facilities.
- Visitor devices may only connect to Deloitte's segregated visitor wireless network for Internet access, which is separated from Deloitte's network.

## Data Protection

Deloitte personnel receive training on the proper handling of confidential information (CI) and Personally Identifiable Information (PII). Deloitte requires transmission of certain data in an encrypted format.

### **Data Loss Prevention**

Deloitte Data Loss Prevention (DLP) controls are enabled to monitor the following channels for data exfiltration: HTTP/S, FTP, SMTP (Email), Removable Media, Printer/Fax, and Cloud Storage. DLP controls are also configured to meet legal, regulatory, and risk requirements and align with Deloitte's security policies.

Deloitte practitioners are prohibited by a technical control from writing data to removable media devices (e.g., external hard drive, USB thumb drive, and removable hard drives) except where there is a business need.

Cloud Access Security Broker (CASB) service is used to provide a centralized view of service or application use across the Deloitte Network, help protect data, and perform anomalous behavior detection. In addition, Deloitte has implemented controls to prevent the upload of files to the following categories of sites: Storage, Collaboration, Social Media, and Webmail.

### **Media Protection**

Secure printing is available at multiple locations within each Deloitte office that requires the usage of a Deloitte-issued electronic smartcard badge to enable the print job. In addition, software has been deployed to Deloitte-issued IT assets as part of the standard application toolset that allows the creation of encrypted WinZip files (FIPS 140-2 compliant).

Laptops are encrypted and required to be physically secured at all times. Physical access to servers is restricted to authorized parties. Magnetic drives are wiped/over-written with a minimum of three passes with a media sanitization tool prior to being released for re-use and disposal.

Deloitte has employed the following methods of mobile device protection: (i) forced access Personal Identification Numbers (PINs); (ii) remote wipe after incorrect PIN/password attempt policy is exceeded; (iii) remote wipe if the mobile device is reported as lost or stolen; (iv) encryption; and (v) an installed Mobile Device Management and Mobile Threat Management tools.

### **Data Destruction**

Policies and practices are in place with regards to the destruction of confidential information and Personally Identifiable Information (PII) that vary depending on type of media on which such information is stored. Deloitte is aligned with the National Institute for Standards and Technology's (NIST) guidelines for media sanitization. Storage media is required to be wiped using a disk cleaning tool, and tapes are required to be destroyed at end-of-life. Paper containing such information is required to be discarded into secure lockboxes and is shredded by a reputable and certified third party that uses processes that meet NIST destruction standards.

## Encryption

Deloitte uses an industry standard Public Key Infrastructure (PKI) key management solution to manage and secure the private keys. PKI keys are generated by custodians within Deloitte. Deloitte maintains inventory of cryptographic items used in the services they provide that details all cryptographic keys, digital certificates, cryptography software, and cryptographic hardware managed by Deloitte to prevent damage in case of an incident. PKI keys are rotated annually and replaced before their expiration. Deloitte maintains a backup of all PKI keys to prevent the service being interrupted if the keys become corrupted or require restoration. Access to the backups is restricted to secure locations and access controls are based on least privileges.

Data-at-rest encryption has been employed on all block storage arrays supporting physical and virtual servers.

Whole-disk encryption has been deployed on Deloitte-issued laptops. Deloitte's laptops have deployed encryption with the 256-bit Advanced Encryption Standard (AES) algorithm.

WinZip is installed on all Deloitte-issued laptops. This encryption method is FIPS 140-2 compliant

Deloitte Internet email gateways are configured to attempt to transmit all email in an encrypted manner, using opportunistic TLS encryption, if the recipient of the transmission can support such encryption methodology. If TLS is enabled on the recipient email gateway, the email will be encrypted between the Deloitte gateway and the recipient gateway. TLS encryption can also be enforced when agreed with the recipient organization. This encryption method is FIPS 140-2 compliant.

Data-in-transit is protected by secure TLS using certificates with minimum 2048-bit RSA key and SHA2 signing when using Deloitte secure websites and file transfer services.

Secure File Transfer Protocol (SFTP) is an available option for the transfer of client data. SFTP securely encrypts and compresses files during transmission. This encryption method is FIPS 140-2 compliant.

## Compliance

### **System Audit and Accountability**

System audit logs and records are created to monitor the following:

- Anti-virus services
- Intrusion prevention services
- Remote access services, web proxy services
- Domain authentication
- Router events
- Firewall events
- VPN access
- Application logs
- Operating system logs
- Privileged access logs

System audit logs are maintained to support analyses and investigations. Logs are maintained for a period of one (1) year. Logs may also be preserved for longer periods based on legal or regulatory requirements.

System audit log content includes: (i) date and time of the security event; (ii) the component of the information system (e.g., software component, hardware component) where the security event occurred, type of security event, (iv) unique user/subject identity, and (v) the outcome (success or failure) of the security event.

Deloitte's 24X7 Security Operation Center uses an industry standard Security Information and Event Management (SIEM) platform and log monitoring tools to continuously identify, prevent, and respond to operational problems, security incidents, policy violations, and fraudulent activities. System audit logs are aggregated, and security events are analyzed with appropriate correlation rules to generate alerts and respond accordingly.

### **System Audits**

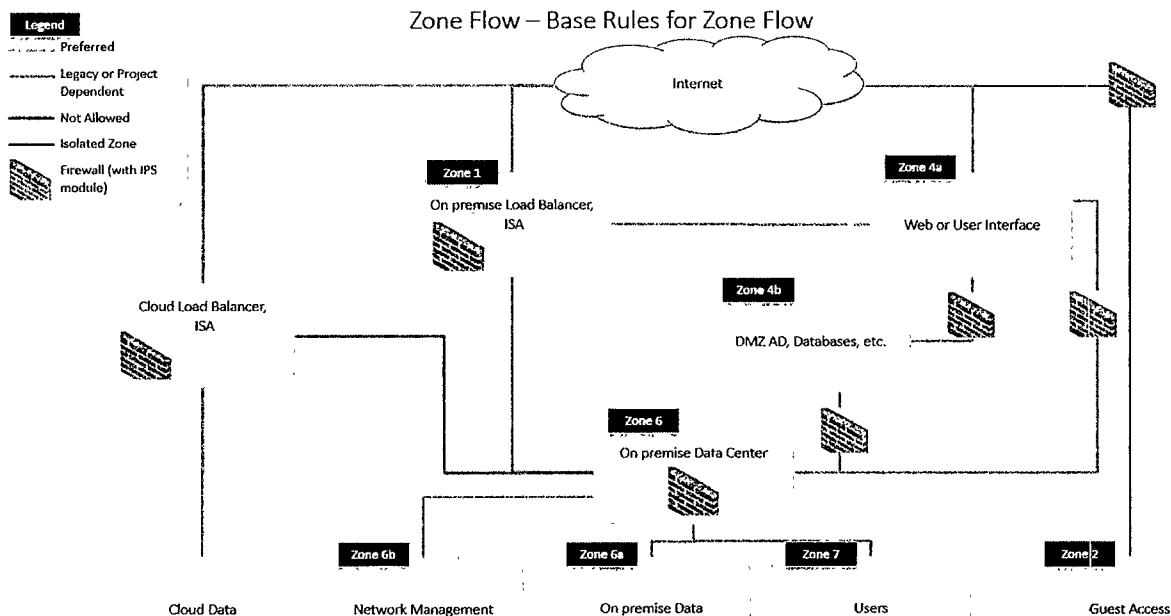
Deloitte's internal audit team periodically performs internal audits on various aspects of Deloitte's systems, processes, and policies.

### **Application Configuration Management**

Software baseline requirements are created in accordance with Deloitte's policies and standards. Software is tested against the baseline requirements prior to being placed in the production environment. Continued monitoring and change management processes are conducted while in operation.

## Data Flow Diagram

### Zone Flow – Basic Rules for Zone Flow



**Deloitte.**

Name: Network Diagram.pptx Revised: 12/15/2020 Reviewed: 8/12/2021

## Management and Protection of Confidential Information

Deloitte is committed to protecting the Confidential Information (CI), including Personally Identifiable Information (PII), of our clients, our organization and the third parties with whom we work. "Confidential Information" refers to any information not generally available to the public, in any form, that Deloitte receives or creates in the ordinary course of business. To support this commitment, Deloitte's Confidentiality & Privacy team is responsible for setting guidelines, developing procedures, and providing consultation and training on the management of Confidential Information.

Confidentiality & Privacy has also developed the Confidential Information Program (CIP) for the proactive management of the protection of Confidential Information and is responsible for implementing the Confidential Information Program across Deloitte. The Confidential Information Program consists of processes, technology controls, training, and communications that help our professionals to improve their awareness of risks associated with Confidential Information and their ability to properly manage and safeguard Confidential Information.



## Confidentiality Program

The Confidentiality Program consists of processes and activities that are performed throughout the engagement and data lifecycle to manage and protect Confidential Information.

Client account and engagement teams in the Confidentiality Program generally do the following:

- Appoint a Confidentiality & Privacy Manager responsible for overseeing program activities
- Develop and maintain a Confidential Information Management Plan (CIMP) to document the confidential information management strategy and safeguards employed.
- Develop and deliver confidentiality and privacy onboarding training that outlines the protocols that team members must follow when accessing, storing, using, transferring, and disposing of Confidential Information and PII.
- Implement physical, administrative, and technical safeguards identified in the CIMP to proactively manage risk.
- Complete other required confidentiality and privacy training as applicable.

Deloitte also has an Insider Threat program in which Deloitte conducts active monitoring of insider threats. Insiders are defined as personnel and contractors who, based on their access to certain systems and information, could adversely affect the brand, reputation, and/or business of Deloitte or its clients. Leveraging potential risk indicators, the Insider Threat program monitors persons of interest across a broad risk spectrum, including workplace violence, espionage, fraud, and theft of intellectual property and Confidential Information. Analytic and cognitive technologies are used to help identify indicators of poor risk-culture fit and determine corresponding strategic tactics and mitigation strategies to align our sub-cultures

## Data Privacy

Deloitte is committed to protecting our clients' Personally Identifiable Information (PII). Deloitte has a privacy policy, privacy notices, applicable procedures, and personnel dedicated to privacy compliance activities related to our privacy policy, privacy notices, and applicable data privacy laws and regulations. Deloitte regularly monitors for changes in privacy laws and regulations and adjust our policies and procedures when appropriate. Additionally, Deloitte maintains an annual review process across business areas to verify compliance with our privacy policies, notices, and procedures.

Deloitte has policies and procedures that protect PII and support compliance with Deloitte's legal and regulatory requirements, internal policies and procedures, and contractual obligations relating to the transfer and processing of PII

- When Deloitte acts in the capacity of a “Business Associate” to our clients, as such role is defined under the Health Insurance Portability and Accountability Act, as amended (HIPAA), Deloitte is required to comply with the obligations of a Business Associate under HIPAA. Deloitte has implemented policies, procedures, and controls that facilitate compliance with those obligations.
- Deloitte performs an annual self-assessment process to validate adherence to data privacy lifecycle safeguards regarding the collection, use, transfer, storage, and destruction of PII for Business Processes and Service Lines that process PII.
- Deloitte utilizes a Privacy Impact Assessment (PIA) process for new systems, changes to existing systems and high-risk business processes that access, transfer or store PII.
- In support of the Privacy by Design concept, Deloitte has incorporated privacy and confidentiality requirements into our secure systems development lifecycle (SSDLC) for internally developed systems so that these requirements are considered early and often throughout the lifecycles of technology projects using a risk-based approach.
- Members of Deloitte’s Privacy team hold various security and privacy certifications (e.g., CIPP/US, CISSP).
- Deloitte assists its clients in fulfilling their data privacy obligations to respond to: (a) requests from individuals with respect to their PII processed by Deloitte; or (b) complaints relating to Deloitte’s processing of PII.

### Confidentiality & Privacy Incident Management

Deloitte has instituted an integrated incident response process designed to facilitate prompt reporting and resolution of incidents. Our confidentiality and privacy incident response process is characterized by the following:

- Centralized reporting of actual or suspected incidents to a Help Desk, which is available 24/7 with access via a toll-free number and online self-reporting capability available on Deloitte’s Intranet site.
- Training and awareness programs focused on helping personnel understand immediate steps to be taken in case of actual or suspected incidents.
- Established roles and responsibilities for incident management and response including involving the appropriate consultation resources across the Global Deloitte organization, as applicable to the specific matter.
- Documented processes and tools to help gather incident facts, initiate response activities in the required time frames, engage incident response teams, escalate incidents, and alert appropriate leaders, based on the nature of the specific incident.
- Consultation among the relevant parties regarding the need for a corrective action plan.

- Development, as appropriate, of action plans, including any required communications within required time frames, as well as actions to mitigate the risk of a future recurrence
- Post-incident follow-up process to analyze root causes and integrate lessons learned.

### Information Security Incident Management

Deloitte has built an integrated incident response team that brings together the appropriate subject matter experts from various cross-functional disciplines to address each specific incident. The Information Security Incident Response Procedures (Procedures) describe how various types of incidents are handled. The Procedures identify key resources and communications that will take place based on various incident types. The Procedures identify to whom suspected incidents should be reported and describe the escalation path from the entry point in the process through resolution.

Security Awareness training is in place to educate Deloitte personnel of their responsibilities concerning security incidents. Each incident is logged, and the relevant facts are captured for analysis and reporting. When necessary, data related to the incident is maintained in a forensically sound manner and appropriate chain-of-custody is documented.

The incident response team has a variety of tools available to assist them in the analysis of incidents. These include standard security tools from software and hardware providers as well as commercial forensic tools specifically targeted for such matters.

Information security incident procedures are exercised annually so the Incident Response team can demonstrate proficiency and readiness. For each significant incident, a post-incident review is conducted to identify any areas for improvement as well as lessons learned. These findings are used to adjust, enhance, or improve the procedures.

### Business Continuity Management (BCM) Program

Deloitte takes disaster and contingency planning very seriously, including planning for events that impact its people, its facilities, and its technology. Deloitte's business continuity planning addresses issues such as, communications, travel, resource allocation, technology needs, and alternate work sites. Response procedures assess the well-being of personnel, provide for the continuity of essential business functions, and utilize recovery procedures for the restoration of critical business processes. These critical business processes are identified during a business impact analysis process and are documented in the business continuity plans for each business and enabling area.

Plans are designed to maximize the availability of personnel and resources to continue operations. Deloitte recognizes the importance of testing key recovery strategies to validate the effectiveness of plans. As such, annual testing is conducted and includes:

- Tabletop exercises with identified local crisis management teams
- Emergency notification system testing multiple times throughout the year

- Testing of technology systems and applications as described in the “Disaster Recovery Management Program” below
- Work from home scenarios for relevant sites

Cross-functional teams are identified to manage potential disruptive events, emergency situations, or disasters. Each Deloitte office has a local crisis management team to handle smaller, localized events impacting a single location. For larger events or those that are not specific to a single location or geography, an experienced National Incident Support Team is assigned. A National Crisis Council handles incidents that rise to the level of a true crisis requiring strategic involvement and decision-making.

Cross-functional teams are identified and documented in the plans to include representation of key stakeholders from the following areas:

- Client Services
- Office Services/Operations/Facilities
- Office of Security
- Human Resources and Benefits
- Information Technology Services
- Procurement and Travel
- Communications
- Risk Management

Deloitte has designed an impact-driven approach, which focuses on the impacts of an event, emergency, or crisis, rather than specific scenarios. Each type of situation could have an impact on our people, our facilities, our technology, or our clients. Each type of situation could require communications, whether internal or external. The team-based, impact-driven approach utilized by Deloitte provides the appropriate resources to assess and address the impacts of an event.

Deloitte’s planning considers the potential impacts and continuity of operations in the event of a pandemic, which includes a pandemic-specific governance model and response triggers. Pandemic planning and response are aligned with the crisis management and business continuity processes, including the use of the National Incident Support Team, supplemented by additional members during a pandemic response. Potential pandemic developments are monitored; identified crisis teams oversee implementation of specific pandemic action steps based on the severity of the pandemic, including targeted communications that are issued internally and externally, and the identification of critical people and resources.

### Disaster Recovery (DR) Management Program

Deloitte maintains an active disaster recovery management program which helps Deloitte to continue delivering information-technology-related services should a disruption occur. Deloitte’s program includes the following basic activities:

- Business continuity planning for IT infrastructure support staff.
- Business impact assessments to help define criticality of processes and systems related to recovery time objective.
- Disaster recovery planning of our technology through multiple failover capabilities.
- Implementation of resilient architectures where technology allows.
- Risk assessments as part of continual service improvement, with countermeasures identified and implemented for the newest scenarios.
- Internal review process for maintaining the quality of plans and services.

The Business Continuity Management (BCM) Program and plans include emergency-response business procedures, which go into effect following the occurrence of a disaster or other unplanned interruption.

Disaster Recovery (DR) plans include technical and business contact call lists, as well as notification and escalation information and architecture diagrams. Where pertinent, third-party information is also included. Recovery time objectives and recovery point objectives are documented and tested for each plan.

BCM/DR plans for critical infrastructure are subject to review and testing every 12 months with industry standard testing methods.

Risk assessment test scenarios vary based on business sensing and technology security. Test results are reviewed and recorded.

In summary, Deloitte has a comprehensive disaster recovery and business continuity management program that is designed to provide for the continuity of essential IT business functions and critical business processes following the occurrence of a disaster or other unplanned interruption impacting Deloitte's IT infrastructure.

## Limits of Business Continuity and Pandemic Planning

### Physical and Environmental Security

Only authorized personnel with a Deloitte-issued electronic badge are granted access to Deloitte's facilities. Procedures exist for controlling visitor access and maintaining a detailed log of all visitors to the facilities. Deloitte data centers are further restricted to only those personnel with the need to access restricted areas. Data centers have the following physical security measures: security guards, man-trap doors at primary entrance, multi-factor authentication (Deloitte-issued electronic badge and biometric readers) at secondary entrance, video cameras, and sign-in and sign-out sheets for escorted visitors.

The electricity, water, and temperature controls are pre-approved for use by the facilities administrators in the data centers. Each utility has a control in place to monitor its usage and to notify an administrator in case of failure. Automatic emergency lighting is installed in areas necessary to maintain personnel safety.

Emergency exits are located at appropriate places in Deloitte facilities. Automatic fire suppression systems have been installed to protect the facilities. In data centers, the primary type of system is HFC-125 chemical-based and activated via multiple smoke detectors, and the second type of system is based on pre-action hydronic and the detection method is temperature. Master water shut-off valves are present. Temperature and humidity controls have been implemented to protect against temperature fluctuations in all areas of the data centers containing IT equipment. These systems are tested periodically in accordance with manufacturers specifications (monthly, quarterly, semi-annually, or annually).

### Cloud Hosting

Deloitte has arrangements with vendors who provide Deloitte with certain Software as a Service (SaaS), Platform as a Service (PaaS), Infrastructure as a Services (IaaS), and hosting services. Deloitte selects and retains these vendors based on, among other qualities, their capability to maintain safeguards for the systems, software, and information at issue that are consistent with leading industry security practices. Deloitte requires these vendors to implement and maintain such safeguards.

Deloitte's Cloud Services (DCS) team employs a geographical hosting strategy, with availability zones and regions located within the US. Primary and secondary availability zones are segregated by geographical region, and each geographical region is supported by dedicated vendor staff.

DCS provides administrative, physical, and technical safeguards, at Layer 0, which aligns with industry standards such as ISO 27001, ISO 22301, and AICPA SSAE 18 (SOC 2).

### Human Resources Security

Upon hire and on a quarterly basis, personnel must agree to comply with Deloitte's policies, including those relating to information security, confidentiality, and privacy. In addition, Deloitte personnel are required to complete security awareness training during the new hire onboarding process.

### **Background Checks for U.S. Personnel**

Deloitte generally requires that background investigations be conducted for partners, principals, and employees at the time that they join Deloitte. Potential issues that are identified in the background investigation are reviewed on an individual case-by-case basis, in light of guidance from the Equal Employment Opportunity Commission and applicable federal, state, and local law. This individualized assessment includes a determination of whether the issues identified are job-related or pose a risk to Deloitte or to its employees, partners, principals, or clients. The type of background investigation

performed depends on whether the individual joining is a partner or principal and the level of the employee. While background investigations were not always performed on Deloitte personnel, and may not always have covered the same information, background investigations of Deloitte personnel in the U.S. currently include the following, at a minimum:

- Social Security Number (SSN) verification confirms a valid number and the names and addresses associated with that number
- Felony and misdemeanor conviction searches: searches of the following records for felony and misdemeanor convictions are performed for the last five years in areas of residence, work, and school.
  - Federal courts
  - County courts
  - State repositories, where the state has made one available and it is reasonably accessible
- A national criminal record database search, including the state sex offender registries
- Education confirmation. education beyond high school confirmed
- Employment confirmation: professional employment in the last five years is confirmed
- Searches of various government and criminal sanctions lists, such as SEC, OFAC, OIG/GSA, FDA, FBI Most Wanted, EU Terrorist Watch List, Interpol Watch List, etc
- Professional licenses. confirm relevant professional licenses

#### **Background checks for Personnel of Deloitte entities located in India (U.S. India)**

The type of background investigation performed depends on whether the individual joining U.S. India is a partner, principal, or employee, and the level of the employee. While background investigations were not always performed on U.S. India's personnel and may not always have covered the same information, background investigations of U.S. India personnel currently include the following, at a minimum:

- Identity Verification, where possible.
- Criminal checks: check all relevant court records for a five-year period
- Education confirmation. all university level education is confirmed
- Employment confirmation: all professional employment in the last five years is confirmed
- Searches of various government and criminal sanctions lists, including India specific and global databases
- Professional licenses. confirm relevant professional licenses

## Code of Ethics and Professional Conduct

Deloitte has adopted a Code of Ethics and Professional Conduct (Code) for use by its personnel. It is the duty of Deloitte personnel to know, understand, and comply with this Code, and, if applicable, report any potential violations. Personnel receive periodic reminders to review the Code and must acknowledge compliance on an annual basis. The Code includes obligations around a duty to act, including reporting any potential violations, and includes a sanctions policy for those who violate the Code. A confidential and anonymous Ethics and Compliance Hotline is also available for Deloitte personnel to report issues. The hotline is accessible 24x7 by phone, online, or via mail.

## Information Technology Risk Management

Deloitte has a Risk Management program that monitors possible threats and vulnerabilities to information technology assets. Risk assessment(s) are performed annually and when there are significant changes to infrastructure, technology, or environment. There are several control domains defined for risk assessment which are derived from industry standard practices and frameworks. For each control domain, implemented controls are identified and tailored and their effectiveness assessed for risk management. Risks that are not at an acceptable level are remediated or mitigated.

## Vendor Risk Management Program

The Vendor Risk Management program is designed to reduce vendor-related risk by:

- Building a repository of acceptable vendors,
- Assessing the security posture of vendors;
- Tracking remediation of identified issues, and
- Reviewing and assisting with vendor contracts with respect to obligations relating to Deloitte's information security program.

Deloitte's ITS Cyber Security Risk and Compliance (CSRC) program is responsible for reviewing our vendors' compliance with a standard set of security requirements, based upon the type and volume of data the vendor will access, as well as the risk posed to Deloitte and our clients. As part of this process, all internal projects as well as client-facing engagements which will require the services of a third-party vendor, must be added to the Third-Party Risk Management (TPRM) gateway by the Deloitte representative seeking the vendor relationship.

The ITS Cyber Risk review is focused on third parties who will access, be provided with, store, or process Deloitte or client's data. Third parties rated as high or medium risk must complete an online security questionnaire within Deloitte's vendor assessment system, whereas third parties rated as critical risk undergo an onsite assessment. The third party will have a maximum of thirty days to complete the online questionnaire. The questions presented within the online questionnaire, as well as during the onsite assessment, cover the following security domains: Access Control, Asset Management, Business Continuity Management, Communications and Operations Management, Compliance, Human Resource Security, Information Security Incident Management, Information



Systems Acquisition Development and Maintenance, Organizational Security, Physical and Environmental Security, Risk Management, Cloud Governance and Security Policy.

Upon the third party's completion of the online questionnaire or onsite assessment (if applicable), the ITSCyber Risk and Compliance team reviews the responses provided to identify findings, which are gaps or weaknesses in the vendor's security controls. The findings are assigned remediation dates and tracked to completion by the CSRC team in collaboration with the Deloitte contact, as well as with the third party. Third Parties providing services that require access, transmitting, processing or storage of Deloitte and/or Deloitte client information must complete the online security questionnaire at onset and periodically based upon risk ranking of the vendor profile for the duration of the agreement.

### Records Management

Records Management is the systematic control of official records that are retained for a specified period of time and then destroyed or archived permanently. Deloitte retains and manages official records in accordance with applicable legal and regulatory requirements, professional standards, and contractual obligations.

The US Records Management Services (RMS) team partners with stakeholders across the Deloitte businesses to facilitate compliance with policies and regulations related to records retention by providing technology, tools, processes, and customer support, including but not limited to:

- Maintaining records retention policies which align with applicable legal and regulatory requirements and professional standards and provide the guidance that is the framework for mitigating records-related risks.
- Securely managing electronic and hard copy official records critical to the operation of our businesses and services to our clients, in accordance with records retention policies, including classification of official records to facilitate application of retention periods.
- Providing secure business-focused systems and processes for the retention, preservation, protection, and disposition of official records
- Facilitating, promoting, and monitoring compliance with records-related requirements through streamlined processes and tools, compliance notifications, and reporting
- Coordinating the proper handling of files subject to special circumstances due to legal, tax, or regulatory preservation requirements.
- Executing post-retention records destruction processes in accordance with records policies and principles.

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests  
of Requesting Party: Commission Staff

Prepared By: Gregory S. Wilson  
Sponsoring Witness: Gregory S. Wilson  
Beginning Sequence No. LR653  
Ending Sequence No. LR653

---

Question No.: STAFF 1-28

Part No.:

Addendum:

Question:

**SELF-INSURANCE**

Please provide all native Microsoft Excel spreadsheets with formulas intact for the attachment GSW-3, GSW-5, and WP/GSW filed with the testimony of Gregory S. Wilson.

---

Response:

See the attachment (TP-53719-00PUS001-X028) Exhibits GSW-3, GSW-5, and Workpaper WP/GSW to the Direct Testimony of Gregory S. Wilson in native excel spreadsheet format.

Date of Stern Index	Trans & Dist Gross Loss	Handy Whitman Index	Interpolated Index	Trend Factor	Trended Loss	Semi-Annual Total	Annual Total	Losses > \$50,000	Natural Log
01/01/86		241							
01/14/86	1 807		241 072	3 302	5 967				8 69395184
02/09/86	41 849		241 210	3 300	138 102				11 8357456
05/17/86	119 523		241 751	3 293	303 589			119 523	12 8630631
05/28/86	31 490		241 812	3 292	103 665				11 5489208
09/27/86	4 972 216		241 978	3 290	18 358 691			4 972 216	16 6102837
07/01/86	3 680		242 000	3 289	12 136				9 4039653
07/01/86		242				17 012 050			12 1980494
07/05/86	60 184		241 935	3 290	198 005			60 184	11 0300176
07/12/86	18 742		241 821	3 292	61 699				10 2683351
08/05/86	8 737		241 429	3 287	28 908				7 124723
08/04/86	378		240 940	3 304	1 242				9 3936658
10/02/86	3 629		240 484	3 310	12 012				
01/01/87		239				301 764	17 313 814		
07/01/87		240				0			
09/19/87	16 919		241 304	3 299	55 816				10 8298119
11/19/87	681 886		242 299	3 295	2 239 996			681 886	14 0219841
11/29/87	334 545		242 446	3 283	1 098 311			334 545	13 9092843
12/12/87	4 865		242 674	3 280	15 957				9 6776642
01/01/88		243				3 410 080	3 410 080		11 1240307
01/09/88	20 728		243 440	3 270	67 791				10 0338981
02/06/88	7 013		244 978	3 249	22 785				11 8865785
05/28/88	45 837		251 132	3 170	145 303				10 1589186
06/11/88	8 171		251 901	3 160	25 820				
07/01/88		253				281 689			10 0861934
08/30/88	7 720		255 935	3 110	24 008				10 5719014
09/17/88	12,558		256 815	3 100	39 023				
01/01/89		262				63 032	324 721		12 0754571
02/18/89	57 829		262 265	3 035	175 511			57 829	13 4323739
05/13/89	224 990		262 729	3 030	661 720			224 990	13 6376917
05/27/89	276 335		262 807	3 029	837 019			276 335	11 5107703
06/10/89	32 954		262 884	3 028	99 785				10 7750207
06/24/89	15 795		262 961	3 027	47 811				13 649481
06/30/89	279 822		262 994	3 027	847 021			279 822	
07/01/89		263				2 689 867			14 5153569
07/31/89	667 366		263 815	3 017	2 013 443			667 366	13 6060489
08/05/89	269 714		263 951	3 016	813 457			269 714	14 2365385
10/18/89	509 030		265 962	2 993	1 523 527			509 030	
01/01/90		268				4 350 427	7,039 294		12 8357687
04/14/90	127 473		270 276	2 945	375 408			127 473	
07/01/90		272				375 408			11 0222408
07/07/90	20 923		272 000	2 926	61 221				11 9066184
08/31/90	50 766		272 000	2 926	146 841			50 766	12 1554711
08/15/90	64 980		272 000	2 926	190 131			64 980	8 90882008
12/22/90	2 528		272 000	2 926	7 397				
01/01/91		272				407 290	762 698		9 79620653
03/31/91	6,195		274 459	2 900	17 966				
07/01/91		277				17 966			
01/01/92		272				0	17 966		10 4045392
03/29/92	11 320		272 956	2 916	33 009				12 2260909
04/29/92	70 046		273 297	2 913	204 044			70 046	12 7465307
06/06/92	118 047		273 725	2 908	343 281			118 047	13 8919394
06/30/92	371 575		273 889	2 905	1 079 425			371 575	
07/01/92		274				1 659 759			11 6121145
07/04/92	38 026		274 082	2 904	110 428				12 0478509
08/29/92	59,118		275 603	2 888	170 733			59 118	14 0141908
11/21/92	425 905		277 586	2 864	1 219 792			425 905	
01/01/93		279				1 500 953	3 160 712		11 3252218
03/13/93	28 971		278 215	2 861	82 886				9 02394236
07/01/93		277				82 886			15 6958688
08/28/93	2 908		278 891	2 854	8 299				11 4283998
01/01/94		283				8 299	91 185		9 3957588
02/09/94	2 341 376		284 293	2 800	6 555 853			2 341 376	
05/16/94	33 187		287 475	2 769	91 895				14 3639655
06/01/94	4 355		288 006	2 764	12 037				13 5040403
07/01/94		289				6 659 785			14 4521475
07/25/94	629 888		289 783	2 747	1 730 577			629 888	11 5692999
01/01/95		295				1 730 577	8 390 362		12 570737
01/13/95	271 449		295 000	2 698	732 369			271 449	
03/07/95	700 561		295 000	2 698	1 890 114			700 561	12 5728481
04/11/95	39 214		295 000	2 698	105 799				13 2200114
05/08/95	106 748		295 000	2 698	288 006			106 748	12 8581962
07/01/95		295				3 016 288			
07/30/95	107 172		295 630	2 693	288 614			107 172	
08/22/95	205 092		296 130	2 688	551 287			205 092	12 5728481
12/18/95	144 061		296 696	2 665	383 923			144 061	13 0042128
01/01/96		299				1 223 824	4 240 112		11 7495157
02/02/96	182 645		299 000	2 662	466 201			182 645	11 2635573
05/28/96	776 077		299 000	2 662	2 065 917			776 077	
07/01/96		299				2 552 118			13 0643774
08/13/96	167 950		297 832	2 673	448 930			167 950	14 5410847
09/27/96	308 833		296 609	2 664	823 540			308 833	
11/09/96	644 750		295 522	2 694	1 738 957			644 750	13 014623
01/01/97		294				3 009 427	5 561 545		14 367845
01/13/97	13 016 145		294 133	2 706	35 221 688			13 016 145	17 3771726
02/20/97	6 768		294 552	2 702	18 287				9 81395314
04/28/97	164 096		295 293	2 696	444 450			164 096	13 0042128
05/22/97	47 045		295 558	2 693	126 692				11 7971995
06/24/97	28 970		295 923	2 690	77 928				11 9385649
07/01/97		296				35 888 886			12 427369
07/15/97	130 185		296 380	2 686	349 677			130 185	12 6523339
08/22/97	280 188		297 413	2 676	749 783			280 188	
09/10/97	164 286		297 929	2 672	438 972			164 286	12 7647649
10/24/97	49 936		299 125	2 661	132 880				13 5275392
11/28/97	57 458		300 076	2 653	153 057			57 458	12 9921913
12/03/97	94 130		300 212	2 651	248 539			94 130	11 7971995
12/07/97	117 877		300 321	2 651	312 492			117 877	11 9385649
01/01/98		301				2 386 400	38 275 286		12 427369
01/06/98	109 184		301 055	2 644	288 682			109 184	12 6523339
01/21/98	114 571		301 221	2 643	302 811			114 571	12 5730827
02/10/98	2 915 031		301 442	2 641	7 698 597			2 915 031	12 8208646
02/26/98	188 711		301 619	2 639	498 008				13 1392861
03/16/98	107 831		301 818	2 637	284 350			107 831	11 7488924
03/31/98	31 230		301 983	2 636	92 322				11 4581107
06/06/98	144 192		302 746	2 629	379 081			144 192	13 3505858
08/16/98	6 661		302 834	2 629	17 512				11 8674862
07/01/98		303				9 551 363			11 7509143
07/14/98	167 615		303 141	2 626	440 157			167 615	15 1855644
07/20/98	193 727		303 207	2 625	508 533			193 727	8 7696387
08/03/98	48 252		303 359	2 624	126 613				10 7924183
08/06/98	36 077		303 391	2 624	94 866				11 2252845
08/13/98	241 021		303 467	2 623	632 198			241 021	12 7654101
08/19/98	60 087		303 533	2 622	157 548			60 087	12 2009727
09/01/98	48 405		303 674	2 621	126 870				13 0735536
09/10/98	1 502 123		303 772	2 620	3 935 583			1 502 123	8 68317803
09/22/98	2 450		303 902	2 619	6 417				
09/25/98	16 578		303 935	2 619	48 651				
10/06/98	26 648		304 054	2 618	75 003				
10/17/98	133 704		304 174	2 617	349 903			133 704	
11/15/98	80 829		304 489	2 614	211 287			80 829	12 7654101
12/21/98	182 375		304 860	2 611	476 181			182 375	12 2009727
12/31/98	2 262		304 969	2 610	5 903				13 0735536
01/01/99		305				7 195 493	16 746 856		8 68317803
01/01/99	339 056		305 000	2 610	884 936			339 056	13 6932708
01/04/99	54 687		304 934	2 610	142 253			54 687	11 8687315
01/22/99	28 302		304 556	2 614	73 981				11 2115894
03/02/99	12 037		303 674	2 621	31 549				10 3582964
03/13/99	60 584		303 431	2 623	159 912			60,584	11 9761048
04/14/99	17 588		302 724	2 629	46 234				10 741462
04/21/99	9 708		302 569	2 631	25 542				

Date of Storm/index	Trans. & Dist Gross Loss	Handy Whtman Index	Interpolated index	Trend Factor	Trended Loss	Semi-Annual Total	Annual Total	Losses > \$50,000	Natural Log
08/2/99	12 755		301 832	2 637	33 635				10 4233088
08/27/99	95,199		301 929	2 636	250 945			95 199	12 4329895
10/17/99	65 483		302 761	2 629	172 155			65 483	12 0561494
01/01/00						753 195	4 482 013		
01/03/00	6 005	304	304 066	2 618	15 722				9 8828234
01/26/00	27 149		304 824	2 611	70 885				11 1688199
03/26/00	36 871		306 802	2 595	95 680				11 4687658
04/02/00	165 019		307 033	2 593	427 995			165 019	12 3666339
04/03/00	91 202		307 066	2 592	239 384			91 202	12 3732572
04/12/00	84 977		307 363	2 590	220 090			84 977	12 3017899
05/01/00	679 867		307 969	2 585	1 757 457			679 867	14 3793782
05/19/00	136 189		308 582	2 580	351 369			136 189	12 7695915
05/22/00	251 471		308 681	2 579	648 545			251 471	13 3852461
07/01/00		310				3 824 037			
07/24/00	26 104		310 750	2 562	66 880				11 1106493
08/11/00	279 914		311 337	2 557	587 891			279 914	13 284297
08/14/00	63 281		311 435	2 556	212 891			63 281	12 2685376
09/23/00	694 172		311 729	2 554	1 772 915			694 172	14 3881356
09/01/00	6 118		312 022	2 551	15 606				9 65540731
09/05/00	620 602		312 152	2 550	1 582 535			620 602	14 2745396
09/22/00	139 863		312 707	2 546	356 091			139 863	12 7823424
11/06/00	25 417		314 174	2 534	64 408				11 07296
11/25/00	728 519		314 793	2 529	1 842 425			728 519	14 426593
12/12/00	15 194		315 348	2 524	39 107				10 5740531
01/01/01		316				6 540 747	10 364 784		
03/15/01	184 870		317 613	2 506	463 385			184 870	13 0406085
06/09/01	691 120		319 425	2 492	1 722 271			691 120	14 3591541
07/01/01		320				2 185 556			
08/09/01	340 048		321 239	2 478	842 840			340 048	13 8442951
09/01/01	1 007 649		322 022	2 472	2 450 909			1 007 649	14 7281581
10/1/001	831 785		323 293	2 462	2 047 855			831 785	14 5232037
10/12/01	5 146		323 359	2 462	12 670				9 44689177
10/13/01	21 060		323 391	2 461	51 828				10 8556796
10/15/01	155 344		323 457	2 461	382 301			155 344	12 8539842
11/30/01	387 722		324 957	2 450	949 919			387 722	13 7641315
01/01/02		326				6 778 122	8 983 678		
04/01/02	335 975		326 000	2 442	820 450			335 975	13 6176085
04/08/02	21 589		326 000	2 442	52 721				10 8727612
07/01/02		328				873 171			
07/15/02	112 573		328 228	2 440	274 679			112 573	12 5233581
08/05/02	535 618		326 571	2 437	1 305 300			535 618	14 0819437
08/27/02	245 951		326 929	2 435	598 891			245 951	13 3028347
08/28/02	97 794		328 946	2 435	238 127			97 794	12 3805801
09/09/02	34 990		327 125	2 433	85 106				11 1351657
09/24/02	385		327 386	2 431	936				6 84180574
09/30/02	107 516		327 484	2 431	261 371			107 516	12 4736956
10/05/02	148 220		327 555	2 430	360 174			148 220	12 7943414
10/30/02	868 310		327 973	2 427	2 107 368			868 310	14 5609597
12/23/02	14 059		328 853	2 421	34 038				10 4352208
12/30/02	128 378		328 967	2 420	310 674			128 378	12 6464999
01/01/03		329				5 576 684	6 449 855		
02/26/03	150 403		329 819	2 415	363 223			150 403	12 800773
03/19/03	98 623		329 851	2 413	237 977			98 623	12 3795292
05/05/03	65 937		330 370	2 409	158 843			65 937	11 9758689
05/13/03	440 710		330 459	2 409	1 061 670			440 710	13 8753541
05/14/03	16 541		330 470	2 408	40 570				10 610778
06/13/03	205 071		330 601	2 408	493 400			205 071	13 1090746
06/30/03	437 666		330 989	2 405	1 052 558				13 8668289
07/01/03		331				3 408 341			
07/15/03	21 084		331 304	2 403	50 666				10 8330005
08/25/03	145 846		332 196	2 396	349 448			145 846	12 7841008
09/02/03	511 872		332 370	2 395	1 225 932			511 872	14 0192122
11/17/03	24 366		334 072	2 383	58 064				10 9693042
01/01/04		335				1 684 110	5 092 451		
03/09/04	92 404		342 473	2 324	214 748			92 404	12 2772131
04/10/04	69 468		345 989	2 301	159 845			69 468	11 9819606
04/13/04	126		346 319	2 298	289				5 86585774
05/01/04	82 595		348 287	2 285	188 730			82 595	12 1480751
05/11/04	312 452		349 399	2 279	711 766			312 452	13 4755041
06/04/04	45 247		352 033	2 261	102 324				11 5357048
06/28/04	245 943		354 670	2 244	551 897			245 943	13 2211159
08/29/04	87 864		354 780	2 244	197 167			87 864	12 1919041
07/01/04		355				2 126 744			
08/11/04	10 276		357 897	2 224	22 854				10 036863
01/01/05		368				22 854	2 149 598		
01/12/05	30 185		368 547	2 160	65 200				11 0852133
05/25/05	203 468		375 160	2 122	431 760			203 468	12 9756254
05/21/05	50 215		375 459	2 120	106 458			50 215	11 5715465
06/15/05	175 747		376 204	2 116	371 881			175 747	12 8283296
06/16/05	76 360		376 254	2 116	161 578			76 360	11 9827431
07/01/05		377				1 138 875			
08/01/05	74 531		381 043	2 089	155 994			74 531	11 9556594
09/24/05	2 012 711		388 087	2 051	4 128 071			2 012 711	15 2333207
10/19/05	5 027		391 348	2 034	10 225				9 23256508
01/01/06		401				4 293 990	5 430 865		
03/15/06	11 475		409 470	1 944	28 140				10 2449599
04/20/06	191 439		414 691	1 920	367 563			191 439	12 3146505
05/20/06	35 711		418 287	1 903	67 959				11 1266594
07/01/06		422				463 682			
07/17/06	56 058		424 522	1 875	108 859			56 058	11 597808
07/24/06	123 551		425 025	1 870	231 940			123 551	12 3053446
07/26/06	74 526		425 940	1 869	139 289			74 526	11 8443096
08/01/06	101 261		426 866	1 865	188 853			101 261	12 1487217
08/15/06	39 712		429 092	1 855	73 667				11 2073055
09/15/06	366 898		433 978	1 834	673 075			366 898	13 4186121
10/15/06	273		438 707	1 814	495				6 20500615
11/10/06	180 489		442 804	1 798	324 520			180 489	12 6901013
12/31/06	45 196		450 842	1 766	79 816				11 287481
01/01/07		451				1 819 814	2 283 276		
01/15/07	390 051		451 619	1 763	670 048			390 051	13 4151039
02/14/07	34 941		452 945	1 757	61 391				11 025024
04/15/07	132 402		455 597	1 747	231 306			132 402	12 3514981
05/01/07	155 001		456 304	1 744	270 322			155 001	12 5073682
05/16/07	11 941		456 967	1 742	20 801				9 84276701
06/11/07	20 896		458 116	1 738	36 317				10 5000481
07/01/07		459				1 290 185			
08/18/07	630		475 174	1 675	1 055				6 98153298
08/19/07	51 429		475 511	1 674	86 052			51 429	11 3631754
08/28/07	150 873		478 543	1 663	250 902			150 873	12 4328169
09/12/07	24 539 852		483 598	1 646	40 392 596			24 539 852	17 5141571
09/20/07	44 272		486 293	1 637	72 473				11 180973
10/18/07	54 927		495 054	1 608	86 323			54 927	11 3887515
01/01/08		521				40 891 441	42 181 626		
05/11/08	113 425		515 962	1 543	175 014			113 425	12 0726236
05/15/08	125 581		515 808	1 543	193 772			125 581	12 1744371
05/27/08	84 410		515 346	1 545	130 414			84 410	11 778469
06/17/08	46 487		514 539	1 547	71 930				11 1634533
06/24/08	18 060		514 269	1 548	27 956				10 2383942
06/25/08	120 764		514 231	1 548	168 842			120 764	12 1385561
06/26/08	298 285		514 192	1 548	458 819			298 285	13 0359742
06/29/08	344		514 077	1 548	533				6 27836996
07/01/08		514				1,245 180			
08/03/08	280 160		517 768	1 537	430 608			280 160	12 9729488
08/04/08	8 664 106		517 880	1 537	13 316 731			8 664 106	16 4045316
01/01/09		535				13 747 337	14 992 517		
03/25/09	315 548		529 039	1 505	474 900			315 548	13 0708594
04/17/09	86 810		527 387	1 509	13				

Date of Semi-Annual	Trans & Dist Gross Loss	Handy-Whitman Index	Interpolated Index	Trend Factor	Trended Loss	Semi Annual Total	Annual Total	Losses > \$50,000	Natural Log
05/14/10	46 840		550 613	1.446	72 213				11 1873741
05/18/10	30 820		550 812	1.445	44 679				10 7072572
05/20/10	31 832		551 409	1.444	45 677				10 7293397
06/08/10	53 335		551 856	1.442	76 910			53 335	11 2503883
07/01/10		553				239 479			11 3231825
07/24/10	57 602		554 250	1.436	82 717			57 602	10 955987
08/16/10	39 983		555 500	1.433	57 296				10 73058479
08/17/10	1 589		555 554	1.433	2 277				9 88387433
08/23/10	13 682		555 800	1.432	19 592				11 0177215
08/31/10	42 589		556 315	1.431	60 945				9 82171948
09/12/10	12 897		556 967	1.429	18 430				
01/01/11		563				241 257	480 736		12 0242635
01/09/11	118 099		563 863	1.412	166 752			118 099	13 5575233
02/01/11	548 115		565 569	1.407	772 605			548 115	13 2906261
02/04/11	420 486		565 818	1.407	591 624			420 486	12 4058466
04/26/11	175 702		572 530	1.390	244 225			175 702	10 9851453
05/21/11	42 593		574 802	1.385	58 991				11 4688474
06/06/11	69 100		575 928	1.382	95 407			69 100	11 4748941
06/19/11	69 750		577 006	1.380	96 268			69 750	
07/01/11		578				2 025 962			10 2269435
07/02/11	20 071		578 022	1.377	27 638				10 0672712
07/05/11	17 109		578 087	1.377	23 556				11 0283219
07/06/11	44 731		578 109	1.377	61 594				10 3828487
07/14/11	23 477		578 263	1.376	32 304				11 2350529
07/25/11	55 043		578 522	1.376	75 739			55 043	10 5834891
07/29/11	28 833		578 543	1.376	39 875				10 717546
08/14/11	32 830		578 957	1.375	45 141				10 2507741
08/18/11	20 585		579 043	1.375	28 304				13 3354719
08/24/11	450 334		579 174	1.374	618 759			450 334	13 3860636
09/03/11	475 136		579 391	1.374	652 838			475 136	12 3802708
09/30/11	173 386		579 957	1.373	238 058			173 386	10 9884926
10/12/11	42 959		580 239	1.372	58 953				10 7421285
12/22/11	33 819		581 783	1.368	46 264				
01/01/12		582				1 948 826	3 974 788		10 5978825
01/09/12	29 298		582 440	1.367	40 050				12 7462535
01/25/12	251 475		583 319	1.365	343 263			251 475	10 6139086
02/04/12	29 858		583 668	1.363	40 697				12 2540365
02/18/12	154 058		584 637	1.362	209 827			154 058	11 0586596
02/24/12	46 697		584 967	1.361	63 555				12 4466383
03/19/12	187 330		586 206	1.358	254 304			187 330	11 0529282
04/02/12	46 555		587 055	1.356	63 129				12 0025514
04/20/12	120 510		588 044	1.354	163 171			120 510	12 0813807
05/10/12	128 098		589 143	1.351	173 058			128 098	11 7375518
05/11/12	92 468		590 297	1.348	125 186			92 468	12 2941693
06/09/12	162 035		590 626	1.348	218 423			162 035	13 5387295
06/12/12	562 896		590 956	1.347	758 221			562 896	
07/01/12		592				2 452 974			11 1337547
07/13/12	51 001		592 978	1.342	68 443			51 001	10 7487632
07/17/12	34 704		593 304	1.342	48 572				11 8086445
07/21/12	82 062		593 630	1.341	110 045			82 062	10 6806856
07/28/12	32 784		594 201	1.340	43 844				9 86073509
08/05/12	11 863		594 853	1.338	18 006				10 1932891
08/06/12	19 973		594 935	1.338	26 723				10 7634707
08/10/12	35 350		595 261	1.337	47 282				11 2479531
08/18/12	57 427		595 913	1.336	76 723			57 427	10 7435267
08/28/12	34 730		596 728	1.334	45 329				10 750378
09/30/12	35 126		599 418	1.328	46 648				10 4419961
11/03/12	25 922		602 190	1.322	34 269				11 2366126
11/29/12	57 555		604 065	1.318	75 858			57 555	10 5581492
12/04/12	29 189		604 717	1.316	38 413				10 6425144
12/09/12	31 846		605 125	1.315	41 878				10 4052902
12/16/12	25 140		605 696	1.314	33 034				13 1326524
12/20/12	364 861		606 022	1.313	505 323			364 861	13 9203135
12/25/12	845 767		606 429	1.313	1 110 492			845 767	
01/01/13		607				2 367 962	4 820 936		11 6870369
01/09/13	90 785		607 398	1.311	119 019			90 785	12 0734816
02/25/13	134 226		608 735	1.305	175 165			134 226	11 4983537
03/10/13	75 427		610 381	1.304	98 358			75 427	11 6935389
04/02/13	92 009		611 525	1.302	119 795			92 009	12 8254469
05/09/13	285 422		613 305	1.298	370 477			285 422	12 1951032
05/21/13	152 837		613 961	1.298	197 818			152 837	12 308085
06/02/13	171 027		614 558	1.295	221 479			171 027	12 8888614
06/08/13	305 697		614 757	1.295	395 878			305 697	11 9757799
06/09/13	122 672		614 906	1.295	158 600			122 672	
07/01/13		616				1 856 847			11 321245
07/19/13	63 998		617 076	1.290	82 557			63 998	10 4793451
08/10/13	27 640		618 391	1.287	35 573				12 4618263
08/14/13	206 689		618 830	1.287	258 287			206 689	11 2857364
09/04/13	62 054		619 886	1.284	79 677			62 054	11 7793267
09/20/13	101 814		620 842	1.282	130 526			101 814	11 2498081
10/27/13	80 145		623 054	1.278	79 865			80 145	12 833681
10/30/13	293 328		623 234	1.277	374 580			293 328	12 0386644
12/11/13	132 795		626 342	1.271	168 732			132 795	
01/01/14		627				1 206 797	3 063 644		13 8934178
03/04/14	854 583		629 398	1.265	1 081 022			854 583	12 4790242
03/28/14	208 050		630 326	1.263	262 767			208 050	11 1303959
04/04/14	54 052		630 507	1.262	68 213			54 052	12 300143
05/09/14	174 387		631 950	1.260	219 727			174 387	10 852349
05/12/14	41 029		632 066	1.259	51 655				12 0183478
06/13/14	131 876		633 304	1.257	165 769			131 876	
07/01/14		634				1 849 153			12 3245528
07/03/14	179 403		634 163	1.255	225 151			179 403	10 1393515
07/12/14	20 191		634 897	1.254	25 320				10 8005553
07/13/14	32 023		634 978	1.254	40 157				11 6999899
07/17/14	96 225		635 304	1.253	120 570			96 225	10 9251135
07/18/14	117 016		636 446	1.251	146 387			117 016	11 0678708
08/11/14	44 483		637 342	1.249	55 960				10 4637593
08/19/14	51 345		637 995	1.248	64 079			51 345	10 3606031
08/20/14	28 063		638 076	1.248	35 023				10 7755935
09/05/14	26 146		639 330	1.245	32 552				11 1468326
09/07/14	38 463		639 543	1.245	47 887				11 1556085
10/02/14	55 877		641 582	1.241	69 344			55 877	10 276305
10/08/14	56 427		641 908	1.240	69 869			56 427	11 4440319
10/12/14	23 435		642 397	1.239	29 036				
10/13/14	75 337		642 478	1.239	93 343			75 337	
01/01/15		649				1 054 378	2 903 531		10 9320376
01/22/15	45 591		649 000	1.227	55 940				13 2192753
04/16/15	446 896		649 000	1.227	550 882			446 896	11 8521917
04/25/15	63 678		649 000	1.227	114 943				15 1666284
04/27/15	3 147 302		649 000	1.227	3 861 740			3 147 302	11 4854933
05/11/15	79 294		649 000	1.227	97 294			79 294	11 0501732
05/14/15	51 308		649 000	1.227	62 855			51 308	10 252529
05/16/15	23 101		649 000	1.227	28 345				11 4213079
05/17/15	74 365		649 000	1.227	91 245			74 365	13 2246724
05/21/15	451 296		649 000	1.227	553 863			451 296	13 1157631
05/25/15	404 817		649 000	1.227	496 711			404 817	11 2266774
05/30/15	61 206		649 000	1.227	75 100			61 206	12 6719866
06/16/15	259 734		649 000	1.227	318 694			259 734	
07/01/15		649				8 307 712			12 6479016
08/11/15	254 383		651 005	1.223	311 110			254 383	10 3241299
08/19/15	24 825		651 397	1.222	30 459				10 8563135
08/20/15	42 439		651 446	1.222	51 961			42 439	11 7014339
08/25/15	88 890		651 690	1.221	120 745			88 890	10 4287871
09/28/15	27 786		653 353	1.218	33 819				12 4852696
10/24/15	217 445		654 625	1.216	264 414			217 445	11 9835876
10/30/15	129 166		654 918	1.215	156 807		</		

Date of Storm/Event	Trans. & Dist Gross Loss	Handy Whisman Index	Interpolated Index	Trend Factor	Trended Loss	Semi-Annual Total	Annual Total	Losses > \$50,000	Natural Log
04/27/16	2 058 035		658 000	1 210	2 490 222				14 7272823
05/14/16	60 141		658 000	1 210	72 770				11 1850605
05/21/16	115 790		658 000	1 210	140 106				11 8001513
05/28/16	4 425 650		658 000	1 210	5 355 278				15 4933932
06/18/16	82 559		658 000	1 210	98 508				11 5120062
06/28/16	126 894		658 000	1 210	153,541				11 9417245
07/01/16						9 640 710			
08/13/16	223 264	658	661 272	1 204	268 809				12 5017582
08/25/16	50 454		662 185	1 202	60 648				11 0123034
12/03/16	32 422		669 793	1 188	35,517				10 5588652
01/01/17		672				367 972	10 008 682		
01/02/17	122 383		672 066	1 184	144 901				11 853609
01/02/17	66,794		673 260	1 182	78 950				11 2765744
01/22/17	192 942		673 392	1 182	228 057				12 3373512
02/14/17	73 440		674 917	1 179	86 586				11 3688981
02/20/17	71 794		675 315	1 179	84 645				11 3482239
03/24/17	328 130		677 439	1 175	365 253				12 8624337
03/29/17	240 553		677 769	1 174	282 409				12 3511123
04/02/17	256 088		678 033	1 174	300 647				12 8136928
04/29/17	101 553		679 823	1 171	118 919				11 6961981
05/28/17	54 728		681 746	1 168	63 922				11 0554192
06/04/17	80 130		682 210	1 167	93 511				11 4458562
06/21/17	211 622		683 337	1 165	246 539				12 4152764
07/01/17		684				2 114 639			
07/15/17	79 762		685 065	1 162	92 883				11 4368414
07/22/17	68 406		685 598	1 161	102 039				11 5389712
08/24/17	1 388 562		688 109	1 157	1 618 136				14 2967856
10/22/17	70 131		692 598	1 149	80 581				11 2970131
01/01/18		698				1 894,039	4 008 678		
01/01/18	242 505		698 994	1 139	276 213				12 5289285
03/18/18	414 349		703 039	1 132	469 042				13 0584465
03/28/18	197 544		703 702	1 131	223 422				12 316818
04/13/18	318 339		704 762	1 129	359 405				12 7922047
05/28/18	120 184		707 813	1 125	135 218				11 8146425
06/03/18	324 541		708 144	1 124	364 784				12 8070598
07/01/18		710				1 828 094			
07/03/18	117 334		710 239	1 121	131 531				11 7870011
07/08/18	109 140		710 837	1 120	122 237				11 713717
08/03/18	83 974		717 952	1 109	83 124				11 4417226
10/31/18	333 644		724 587	1 099	366 675				12 8122304
12/08/18	116 500		729 130	1 092	127 218				11 7536542
12/20/18	36 429		730 565	1 090	41 887				10 6427422
12/26/18	161,071		731 263	1 088	175 245				12 0739395
01/01/19		732				1 057 920	2 886 004		
01/19/19	111 160		732 199	1 087	120 831				11 7021456
01/23/19	113 391		732 243	1 087	123 256				11 7220189
04/07/19	675 511		733 081	1 086	733 805				13 5057261
04/13/19	804 587		733 127	1 086	873 760				13 6905607
05/07/19	481 792		733 392	1 085	522 744				13 1669478
05/08/19	5 739 173		733 414	1 085	6 227 003				15 6444057
08/16/19	482 194		733 834	1 085	523 181				13 1676821
06/23/19	121 644		733 912	1 085	131 983				11 730432
06/29/19	129 953		733 978	1 085	140 899				11 8565079
07/01/19		734				9 397 362			
07/13/19	171 158		735 891	1 082	165 193				12 1291556
07/20/19	190 258		736 571	1 078	205 098				12 2312413
09/19/19	3 446 937		746 609	1 066	3 674 424				15 116907
10/11/19	72 548		750 076	1 061	76 873				11 2512127
10/21/19	128 758		751 652	1 059	138 354				11 8230118
10/28/19	295 782		752 913	1 057	312 652				12 6528466
01/01/20		763				4 590 694	13 988 056		
01/10/20	58 631		763 692	1 042	61 094				11 0201647
01/11/20	253 383		763 769	1 042	264 025				12 4837999
03/04/20	37 204		787 846	1 037	38 590				10 560496
04/09/20	577 779		770 815	1 033	566 773				13 2892927
04/23/20	261 244		771 692	1 031	269 342				12 5003738
04/28/20	321 777		772 077	1 031	331 752				12 7121422
05/14/20	132 073		773 308	1 029	135 903				11 8199985
05/24/20	85 227		774 077	1 028	87 054				11 1132805
05/27/20	325 038		774 308	1 028	334 139				12 7193122
06/21/20	84 619		776 231	1 025	86 734				11 3706052
07/01/20		777				2 185 386			
07/03/20	40 424		778 957	1 025	41 435				10 6318827
07/25/20	80 224		778 478	1 025	61 730				11 0305185
08/05/20	223 554		778 239	1 025	229 143				12 3420994
08/17/20	46 359		775 978	1 026	47 565				10 7698445
08/25/20	15 784 393		775 804	1 026	16 184 787				18 6002
09/21/20	315 709		775 217	1 027	324 233				12 8892187
10/08/20	2 084 102		774 826	1 027	2 119 833				14 5566478
10/23/20	33 795		774 522	1 028	34 741				10 4556848
12/18/20	39 711		773 283	1 029	40 863				10 6179831
01/01/21		773				19 094 330	21 279 726		
01/08/21	32 157		773 635	1 029	33 089				10 4069577
01/10/21	51 960		774 144	1 028	53 415				10 885845
02/15/21	3 061 380		778 718	1 022	3,128 710				14 9561313
04/16/21	16 684		786 343	1 012	16 884				9 73412504
04/22/21	100 071		787 232	1 011	101 172				11 5245745
04/30/21	58 839		788 122	1 010	59 428				10 9925142
05/11/21	122 512		789 519	1 008	123 493				11 7239364
05/16/21	146 737		790 155	1 007	149 778				11 9169 121
05/17/21	567 564		790 282	1 007	571 537				13 256034
05/29/21	24 499		791 807	1 005	24 621				10 1113621
06/02/21	127 401		792 315	1 005	128 038				11 7600819
06/15/21	110 235		793 967	1 003	110 565				11 6133633
07/01/21		796				4 500 730			
07/12/21	106 175		796 000	1 000	106 175				11 5728395
07/19/21	35 639		796 000	1 000	35 639				10 4811978
07/29/21	49 233		796 000	1 000	49 233				10 8043131
08/12/21	24 179		796 000	1 000	24 179				10 0932903
08/16/21	33 467		796 000	1 000	33 467				10 4183131
08/24/21	121 150		796 000	1 000	121 150				11 7047847
08/29/21	247 010		796 000	1 000	247 010				12 4171827
09/04/21	82 236		796 000	1 000	82 236				11 3173526
09/14/21	1 624 465		796 000	1 000	1 624 465				14 3007751
10/27/21	603 115		796 000	1 000	603 115				13 3098633
12/18/21	15 497		796 000	1 000	15 497				9 646414
01/01/22		796				2 842 306	7 443 036		
Total Number of Claims						384			
Number of Years						25			
Average per year						15 360			
Avg Natural Log of Losses						11 868021			
Std Dev of above						1 497204			

Entergy Texas, Inc.  
Texas Major Storm Damage  
Adjusted to Current Cost Level  
1997-2021

<u>Year</u>	<u>Actual Loss</u>	<u>Trended Loss</u>
1997	14,158,018	38,275,286
1998	6,363,563	16,746,856
1999	1,698,071	4,462,013
2000	4,048,245	10,364,784
2001	3,624,745	8,963,678
2002	2,651,346	6,449,855
2003	2,118,448	5,092,451
2004	946,375	2,149,598
2005	2,628,245	5,430,865
2006	1,231,691	2,283,276
2007	25,577,225	42,181,626
2008	9,749,612	14,992,517
2009	860,063	1,291,076
2010	334,169	480,736
2011	2,863,175	3,974,788
2012	3,607,084	4,820,936
2013	2,372,324	3,063,644
2014	2,308,394	2,903,531
2015	6,566,180	8,041,432
2016	8,273,668	10,008,682
2017	3,437,016	4,008,678
2018	2,577,561	2,886,004
2019	12,964,825	13,988,056
2020	20,725,177	21,279,726
2021	7,364,323	7,443,036
	149,049,543	247,144,675

Entergy Texas, Inc.  
Example of Loss Trending Methodology

1)	Date of Loss	April 9, 2020
2)	Amount of Loss	\$577,709
3)	Handy-Whitman Index - Electric Utility Construction South Central Region - Distribution Plant	
a)	July, 2020	777
b)	January, 2020	763
c)	April 9, 2020	770.615
d)	January, 2022	796
4)	Trend Factor (3d) / (3c)	1.033
5)	Cost-Adjusted Losses (2) x (4)	\$596,773



Entergy Texas, Inc  
Percentage of Storm Damage Attributable to Expense

Project	Project Desc	Expense	Capital	Total	% Expense
C7PPSJ7321	Storm Dmg Dist ETI 1/22/15	45,590.99	83,519.58	129,110.57	35.3%
C7PPSJ7322	Storm Dmg Dist ETI 4/16/15	448,966.29	1,001,154.53	1,450,120.82	31.0%
C7PPSJ7323	Storm Dmg Dist ETI 4/25/15	93,678.08	671,413.22	765,091.30	12.2%
C7PPSJ7324	Storm Dmg Distr ETI 4/27/15	3,112,587.62	5,927,679.53	9,040,267.15	34.4%
C7PPSJ7325	Storm Dmg Dist ETI 5/11/15	79,294.27	156,132.86	235,427.13	33.7%
C7PPSJ7328	Storm Dmg Dist ETI 5/14/15	51,307.95	117,022.66	168,330.61	30.5%
C7PPSJ7329	Storm Dmg Dist ETI 5/16/15	23,101.13	63,233.19	86,334.32	26.8%
C7PPSJ7330	Storm Dmg Dist ETI 5/17/15	74,364.63	160,938.31	235,302.94	31.6%
C7PPSJ7331	Storm Dmg Dist ETI 5-30-15	61,206.29	125,222.25	186,428.54	32.8%
C7PPSJ7332	Storm Dmg Dist ETI 6/16/15	259,734.29	525,020.58	784,754.87	33.1%
C7PPSJ7333	Storm Dmg Dist ETI 6/27/15	0.32	0.00	0.32	100.0%
C7PPSJ7334	Storm Dmg Dist ETI 8/11/15	254,382.67	539,099.10	793,481.77	32.1%
C7PPSJ7335	Storm Dmg Dist ETI 8/19/15	24,925.36	84,511.50	109,436.86	22.8%
C7PPSJ7336	Storm Dmg Distr ETI 8/20/15	42,439.07	117,999.05	160,438.12	26.5%
C7PPSJ7337	Storm Dmg Distr ETI 8/25/15	98,890.03	189,839.69	288,729.72	34.3%
C7PPSJ7338	Storm Dmg Dist ETI 9/28/15	27,766.26	62,276.66	90,042.92	30.8%
C7PPSJ7339	Storm Dmg Dist ETI 10/24/15	217,445.34	475,820.11	693,265.45	31.4%
C7PPSJ7340	Storm Dmg Dist ETI 10/30/15	129,166.00	253,600.50	382,766.50	33.7%
C7PPSJ7341	Storm Dmg Dist ETI 11/17/15	283,749.50	532,789.15	816,538.65	34.8%
C7PPSJ7342	Storm Dmg Dist ETI 12/12/15	224,475.06	482,634.40	707,109.46	31.7%
C7PPSJ7343	Storm Dmg Distr ETI 12/27/15	122,181.39	247,064.17	369,245.56	33.1%
C7PPSJ7344	Storm Dmg Dist ETI 1/8/16	37,013.33	110,243.20	147,256.53	25.1%
C7PPSJ7345	Storm Dmg Dist ETI 1/21/16	62,565.44	130,878.61	193,444.05	32.3%
C7PPSJ7346	Storm Dmg Dist ETI 2/23/16	122,132.93	222,147.23	344,280.16	35.5%
C7PPSJ7347	Storm Dmg Dist ETI 3/8/16	277,895.81	576,590.55	854,486.36	32.5%
C7PPSJ7348	Storm Dmg Distr ETI 4/13/16	54,494.06	140,615.19	195,109.25	27.9%
C7PPSJ7349	Storm Dmg Dist ETI 4/18/16	396,094.99	903,059.12	1,299,154.11	30.5%
C7PPSJ7350	Storm Dmg Distr ETI 4/27/16	1,889,347.99	4,023,600.91	5,912,948.90	32.0%
C7PPSJ7351	Storm Dmg Distr ETI 5/14/16	60,140.58	147,205.75	207,346.33	29.0%
C7PPSJ7352	Storm Dmg Dist ETI 5/21/16	115,789.70	273,455.44	389,245.14	29.7%
C7PPSJ7353	Storm Dmg Distr ETI 5/26/16	4,356,150.53	9,176,647.67	13,532,798.20	32.2%
C7PPSJ7356	Storm Dmg Dist ETI 6/18/16	82,568.69	211,076.29	293,644.98	28.1%
C7PPSJ7358	Storm Dmg Dist ETI 6/28/16	126,893.59	303,429.49	430,323.08	29.5%
C7PPSJ7359	Storm Dmg Dist ETI 8/13/16	223,263.69	626,431.41	849,695.10	26.3%
C7PPSJ7360	Storm Dmg Distr ETI 8/25/16	50,453.96	206,315.44	256,769.40	19.6%
C7PPSJ7361	Storm Dmg Distr ETI 12/3/16	32,422.05	126,810.29	159,232.34	20.4%
C7PPSJ7362	Storm Dmg Dist ETI 1/2/17	122,382.96	376,093.20	498,476.16	24.6%
C7PPSJ7363	Storm Dmg Dist ETI 1/20/17	66,793.86	155,081.44	221,875.30	30.1%
C7PPSJ7364	Storm Dmg Dist ETI 1/22/17	192,941.69	415,984.06	608,925.75	31.7%
C7PPSJ7365	Storm Dmg Dist ETI 2/14/17	73,440.40	231,382.61	304,823.01	24.1%
C7PPSJ7366	Storm Dmg Dist ETI 2/20/17	71,794.08	143,301.47	215,095.55	33.4%
C7PPSJ7367	Storm Dmg Dist ETI 3/24/17	328,130.14	701,731.42	1,029,861.56	31.9%
C7PPSJ7368	Storm Dmg Dist ETI 3/29/17	240,552.96	458,946.33	699,499.29	34.4%
C7PPSJ7369	Storm Dmg Dist ETI 4/2/17	256,087.91	475,637.09	731,725.00	35.0%
C7PPSJ7370	Storm Dmg Dist ETI 4-29-17	101,553.19	240,987.44	342,540.63	29.6%
C7PPSJ7371	Storm Dmg Dist ETI 5/28/17	54,727.76	162,686.08	217,413.84	25.2%
C7PPSJ7372	Storm Dmg Distr ETI 6/4/17	80,129.54	236,595.49	316,725.03	25.3%
C7PPSJ7373	Storm Dmg Dist ETI 6/21/17	211,621.66	365,324.58	576,946.24	36.7%
C7PPSJ7374	Storm Dmg Dist ETI 7/15/17	79,761.70	168,054.40	247,816.10	32.2%
C7PPSJ7375	Storm Dmg Distr ETI 7/22/17	88,405.50	191,896.29	280,301.79	31.5%
C7PPJ7389A	Minor Add to C7PPSJ7389	(278.51)	(870.53)	(1,149.04)	24.2%
C7PPJ7395A	Minor Add to C7PPSJ7395	38,979.67	121,521.89	160,501.56	24.3%

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests  
of Requesting Party: Commission Staff

Prepared By: Gregory S. Wilson, Kristen  
Labat  
Sponsoring Witness: Gregory S. Wilson  
Beginning Sequence No. LR654  
Ending Sequence No. LR654

---

Question No.: STAFF 1-29

Part No.:

Addendum:

Question:

**SELF-INSURANCE**

Does ETI have any commercial insurance for storm events? If "Yes," please explain how it works.

---

Response:

Yes. The Entergy Conventional Property Insurance Program, which covers Entergy Texas, Inc. ("ETI"), provides risk coverage for direct physical loss or damage to covered property. This program provides an aggregate \$125 million in natural hazards coverage for named windstorm and associated storm surge for all Entergy jurisdictions, subject to a \$40 million per occurrence self-insured retention. Covered property generally includes power plants, substations, facilities, and inventories. Excluded property generally includes above-ground transmission and distribution ("T&D") lines, poles, and towers, unless those T&D-related assets were within 1,000 feet of an electrical generation facility. Named windstorm and storm surge is also excluded for substations with a reported value of less than \$5 million.

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests  
of Requesting Party: Commission Staff

Prepared By: Gregory S. Wilson  
Sponsoring Witness: Gregory S. Wilson  
Beginning Sequence No. LR655  
Ending Sequence No. LR655

Question No.: STAFF 1-30

Part No.:

Addendum:

Question:

**SELF-INSURANCE**

What is the maximum cap amount that ETI can use from the self-insurance reserve fund in a single storm event?

Response:

Entergy Texas, Inc. applies operation and maintenance ("O&M") expenses incurred in storm restorations to the self-insurance reserve fund, general ledger account 228100. There is no cap for the amount of O&M that can be applied in a single storm event.

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests  
of Requesting Party: Commission Staff

Prepared By: Gregory S. Wilson  
Sponsoring Witness: Gregory S. Wilson  
Beginning Sequence No. LR656  
Ending Sequence No. LR656

---

Question No.: STAFF 1-31

Part No.:

Addendum:

Question:

**SELF-INSURANCE**

What is the lowest cap amount above which ETI can use self-insurance  
reserve fund for a storm event?

---

Response:

Entergy Texas, Inc. can charge operations and maintenance expenses to the self-insurance  
reserve fund for a storm event greater than \$50,000.

**DESIGNATION OF PROTECTED MATERIALS PURSUANT TO  
PARAGRAPH 4 OF DOCKET NO. 53719 PROTECTIVE ORDER**

The Response to this Request for Information includes Protected Materials within the meaning of the Protective Order in force in this Docket. Public Information Act exemptions applicable to this information include Tex. Gov't Code Sections 552.101 and/or 552.110. ETI asserts that this information is exempt from public disclosure under the Public Information Act and subject to treatment as Protected Materials because it concerns competitively sensitive commercial and/or financial information and/or information designated confidential by law.

Counsel for ETI has reviewed this information sufficiently to state in good faith that the information is exempt from public disclosure under the Public Information Act and merits the Protected Materials Designation.

Kristen F. Yates  
Entergy Services, LLC.

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests  
of Requesting Party: Commission Staff

Prepared By: Haley Roser  
Sponsoring Witness: N/A  
Beginning Sequence No. LR831  
Ending Sequence No. LR831

---

Question No.: STAFF 1-39

Part No.:

Addendum:

Question:

**TAXES OTHER THAN INCOME TAXES**

For the tax form provided in Staff 34-38 above, provide the number of employees for which the FUTA tax was paid.

---

Response:

The number of employees for which FUTA tax was paid in 2021 was 671.

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests  
of Requesting Party: Commission Staff

Prepared By: Michelle Sens  
Sponsoring Witness: Stacey Whaley  
Beginning Sequence No. EV01  
Ending Sequence No. EV01

---

Question No.: STAFF 1-41

Part No.:

Addendum:

Question:

**TAXES OTHER THAN INCOME TAXES**

For any current or test year property tax valuation protest(s), provide documents related to such protest(s) including all documents and arguments provided with respect to the valuation of retired and soon-to-be retired plants.

---

Response:

There were no arguments made for any current or Test Year property tax valuation protests that were related to the valuation of retired or soon-to-be retired generating plants.

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests  
of Requesting Party: Commission Staff

Prepared By: Michelle Sens  
Sponsoring Witness: Stacey Whaley  
Beginning Sequence No. LR728  
Ending Sequence No. LR728

---

Question No.: STAFF 1-42

Part No.:

Addendum:

Question:

**TAXES OTHER THAN INCOME TAXES**

With regards to the calculation of property tax expense, does the Company apply a CWIP and/or obsolescence factor to its gross plant in service balance? If yes, provide those factors for the test year and previous four calendar years.

---

Response:

No, a Construction Work in Progress ("CWIP") or obsolescence factor is not applied to the Company's gross plant in service balance.



ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests

Prepared By: Michelle Sens  
Sponsoring Witnesses: Stacey Whaley,  
Allison Lofton

of Requesting Party: Commission Staff

Beginning Sequence No. EV02  
Ending Sequence No. EV02

---

Question No.: STAFF 1-43

Part No.:

Addendum:

Question:

**TAXES OTHER THAN INCOME TAXES**

Is the Company's CWIP subject to any ad valorem taxes? If so, at what rate (relative to the rate assessed on plant that is in service)? State whether the taxes are expensed or capitalized. Provide the amount of ad valorem tax associated with any requested CWIP adjustments. If the Company has included the associated expense in its requested revenue requirement, please identify where by FERC account.

---

Response:

Construction Work in Progress ("CWIP") is subject to ad valorem tax. In Texas, CWIP is included in the valuation of the Company at 100% of cost. Ad valorem tax on CWIP is capitalized quarterly. The Company is not making a CWIP adjustment in this case. The ad valorem tax on CWIP is capitalized; therefore, there is no associated expense in the revenue requirement.

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests  
of Requesting Party: Commission Staff

Prepared By: Michelle Sens  
Sponsoring Witness: Stacey Whaley  
Beginning Sequence No. EV03  
Ending Sequence No. EV03

---

Question No.: STAFF 1-44

Part No.:

Addendum:

Question:

**TAXES OTHER THAN INCOME TAXES**

Does the Company pay taxes on plant leased to others? If so, is the Company reimbursed for these taxes?

---

Response:

No. The Company does not lease any plant to others.

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests

Prepared By: Michelle Sens  
Sponsoring Witnesses: Stacey  
Whaley, Allison Lofton  
Beginning Sequence No. LR729  
Ending Sequence No. LR729

---

of Requesting Party: Commission Staff

Question No.: STAFF 1-45

Part No.:

Addendum:

Question:

**TAXES OTHER THAN INCOME TAXES**

Does the Company's request for ad valorem taxes include taxes on property values deemed imprudent by the Commission? If so, please identify the amount of taxes and the associated plant balance.

---

Response:

No. The Company's request for ad valorem taxes does not include taxes on property values deemed imprudent by the Commission.

ENTERGY TEXAS, INC.  
PUBLIC UTILITY COMMISSION OF TEXAS  
DOCKET NO. 53719

Response of: Entergy Texas, Inc.  
to the First Set of Data Requests

Prepared By: Michelle Sens  
Sponsoring Witnesses: Stacey Whaley,  
Allison P. Lofton  
Beginning Sequence No. EV04  
Ending Sequence No. EV04

---

of Requesting Party: Commission Staff

Question No.: STAFF 1-46

Part No.:

Addendum:

Question:

**TAXES OTHER THAN INCOME TAXES**

Does the Company's request for ad valorem taxes include taxes on property which is not used and useful in providing utility service (including but not limited to retired plant)? If so, please identify the amount of taxes and the associated plant balance.

---

Response:

No. The Company's request for ad valorem taxes does not include taxes on property that is not used and useful in providing utility service.