

**VERIFIED REBUTTAL TESTIMONY**  
**OF**  
**ZAC ELLIOT**  
**ON BEHALF OF**  
**INDIANAPOLIS POWER & LIGHT COMPANY**  
**D/B/A AES INDIANA**  
**CAUSE NO. 46258**

**SPONSORING AES INDIANA ATTACHMENTS ZE-1R THROUGH ZE-3R**

**VERIFIED REBUTTAL TESTIMONY OF ZAC ELLIOT**  
**ON BEHALF OF AES INDIANA**

**1. INTRODUCTION**

**Q1. Please state your name, employer, and business address.**

A1. My name is Zac Elliot. I am employed by AES US Services, LLC, (“AES Services”, also “Service Company”), which is the company that serves Indianapolis Power & Light Company d/b/a. AES Indiana (“AES Indiana” or the “Company”). My business address is One Monument Circle, Indianapolis, Indiana 46204.

**Q2. What is your position with AES US Services?**

A2. My position is Director, Customer Solutions.

**Q3. On whose behalf are you submitting this direct testimony?**

A3. I am submitting this testimony on behalf of AES Indiana.

**Q4. Please describe your duties as Director, Customer Solutions.**

A4. In my current position, I am responsible for the direction and execution of AES US Utilities’ engagement with our strategic accounts, customer experience, and customer products and services. Products and services include energy efficiency (“EE”), demand response (“DR”) programs, electric vehicle focused offerings, and customer green power initiatives.

1 **Q5. Please summarize your education and professional qualifications.**

2 A5. I earned a bachelor's degree from Indiana University's College of Arts and Science.  
3 Throughout my tenure with the company, I have benefited from a variety of professional  
4 development opportunities hosted by the Company and various trade organizations  
5 including seminars, conferences, and workshops focused on customer product and service  
6 delivery and customer experience.

7 **Q6. Please summarize your prior work experience.**

8 A6. I have held various positions with progressive responsibility at AES and its subsidiaries  
9 over the course of 13 years. My career at AES has largely centered around customer  
10 products and services, having started in energy efficiency program planning and  
11 implementation. I led the Demand Side Management ("DSM") team from 2015 to 2021,  
12 when I transitioned into a role focused on transportation electrification initiatives that I  
13 held from 2021 through 2024. I assumed the role of Director, Customer Solutions in  
14 April of 2024 which continues to this day.

15 **Q7. Have you previously testified before the Indiana Utility Regulatory Commission**  
16 **("Commission") or any other regulatory agency?**

17 A7. Yes. I have previously testified in AES Indiana's Electric Vehicle ("EV") plan  
18 proceeding in Cause No. 45509 and in AES Indiana's DSM Plan proceedings in Cause  
19 Nos. 44328, 44497, 44792, 44945, and 45370. Additionally, I have testified in AES  
20 Indiana's DSM cost recovery proceedings, Cause No. 43623 (DSM-19, DSM-20), and  
21 have testified in support of AES Indiana's Green Power offering in Cause No. 44121. I  
22 have also provided written testimony before the Public Utilities Commission of Ohio

1 (“PUCO”) in Case No. 22-900 and Case No. 24-1009 for various energy efficiency and  
2 electrification programs.

3 **Q8. What is the purpose of your rebuttal testimony?**

4 A8. The purpose of my pre-filed rebuttal is to respond to the testimony of the Indiana Office  
5 of Utility Consumer Counselor (“OUCC”), Citizens Action Coalition (“CAC”), and  
6 Walmart Inc. In summary, my testimony covers the topics of electricity affordability,  
7 customer complaints, and comments, and responds to Walmart’s proposal for a Direct  
8 Current Fast Charging (“DCFC”) EV tariff.<sup>1</sup>

9 **Q9. Did you submit any workpapers?**

10 A9. Yes. I am sponsoring the following workpapers:

- 11 • AES Indiana Workpaper ZE-1R: Share of Wallet analysis, which was used to  
12 support AES Indiana’s response to CAC DR 1.16(e).
- 13 • AES Indiana Workpaper ZE-2R: 2014-2024 Consumer Price Index from the U.S.  
14 Bureau of Labor Statistics (“BLS”).
- 15 • AES Indiana Workpaper ZE-3R: AES Indiana’s historical arrearage data.
- 16 • AES Indiana Workpaper ZE-4R: Consumer comments analysis.

17 **Q10. Does your testimony include any attachments?**

18 A10. Yes. I am sponsoring the following attachments:

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<sup>1</sup> Absence of a response to every issue raised in the other parties’ testimony does not mean I agree with the other parties on those issues.

- 1           • AES Indiana Attachment ZE-1R: AES Indiana's response to CAC DR 1.16(e).
- 2           • AES Indiana Attachment ZE-2R: Consumer comment templates.
- 3           • AES Indiana Attachment ZE-3R: CAC's response to AES Indiana DR 2.

4   **Q11. Were the exhibits, attachments, or workpapers, or portions thereof, that you are**  
5       **sponsoring or co-sponsoring prepared or assembled by you or under your direction**  
6       **and supervision?**

7   A11. Yes.

8   **Q12. Have you reviewed the testimony and supporting information of the OUCC, CAC,**  
9       **and Walmart in this case?**

10 A12. Yes, I have.

11 **Q13. Please summarize your pre-filed rebuttal testimony.**

12 A13. AES Indiana is committed to providing affordable electricity in Indianapolis and the  
13 surrounding communities we serve. The OUCC and CAC suggest ways to improve  
14 affordability, largely by focusing on removing costs from the revenue requirement but  
15 these proposals lack supporting evidence. Ultimately, the OUCC and CAC do not bear  
16 the responsibility for maintaining safe and reliable service. As the electricity provider,  
17 AES Indiana must invest in infrastructure and incur operating costs to provide electricity  
18 service, even as costs rise.

19 Affordability, in large part, is a function of income. Data show that AES Indiana's  
20 average bills have remained lower than cumulative inflation over the prior ten-year

1 period, and that median household income growth in Marion County is in line with  
2 average AES Indiana customers' bills.

3 To address economic challenges, especially in Marion County, AES Indiana offers (and  
4 proposes to continue) a number of programs and cost control initiatives to support  
5 reasonable electricity affordability, consistent with the State of Indiana's policy to  
6 consider affordability for present and future generations.<sup>2</sup>

7 **2. AFFORDABILITY**

8 **Q14. Please summarize the pre-written testimony you address from the OUCC and CAC**  
9 **regarding affordability.**

10 A14. OUCC witness Latham and CAC witness Inskeep both employ cost per 1,000 kWh to  
11 support their affordability arguments. OUCC witness Latham compares the cost per  
12 1,000 kWh to inflation, claiming that AES Indiana customers' bills have outpaced the  
13 Consumer Price Index ("CPI") over the prior ten-year period (2015-2025).<sup>3</sup> Both address  
14 the topic of utility affordability in their respective testimony, and offer varying  
15 recommendations, including outright denial of AES Indiana's proposed phase 2 rates by  
16 CAC<sup>4</sup> and a reduced rate increase proposed by the OUCC.<sup>5</sup>

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<sup>2</sup> Ind. Code § 8-1-2-0.5.

<sup>3</sup> Pub. Ex. No. 1, pp. 11-12.

<sup>4</sup> CAC Ex. No. 1 (Public), p. 65.

<sup>5</sup> See AES Indiana witness Aliff rebuttal testimony (pp. 6-7) regarding the flow-through of the change in base cost of fuel.

1 **Q15. OUCC witness Latham claims that AES Indiana's average bills have increased by**  
2 **45% over the prior ten-year period, outpacing inflation.<sup>6</sup> Do you have concerns with**  
3 **this characterization?**

4 A15. Yes. OUCC witness Latham's calculation is based on a residential bill amount using  
5 1,000 kWh of energy consumption. While this usage assumption serves as a common  
6 benchmark in some Commission proceedings, this standard does not represent the *actual*,  
7 average residential customer bill. Put another way, the 1,000 kWh assumption used in  
8 Mr. Latham's analysis overlooks a fundamental factor impacting affordability - actual  
9 energy consumption. In this regard, Mr. Latham's analysis is based on a hypothetical bill  
10 that does not reflect actual AES Indiana customer usage.<sup>7</sup> To assess affordability  
11 experienced by an average customer, we should not compare the 1,000 kWh bill for one  
12 year to another year. Rather, we should look at actual energy consumption and the  
13 corresponding average bills that AES Indiana customers actually incur.

14 Additionally, OUCC witness Latham's analysis uses information from a single point in  
15 time, July 1, 2025, making his estimates incomplete. When considering the most recently  
16 available data for a complete ten-year period (2014-2024) the growth of AES Indiana's  
17 *actual*, average bills remains below cumulative inflation - average residential bills have  
18 increased 30.34%,<sup>8</sup> whereas cumulative inflation<sup>9</sup> rose by 32.54% according to the

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<sup>6</sup> Pub. Ex. No. 1, p. 11.

<sup>7</sup> Pub. Ex. No. 1, pp. 11-12.

<sup>8</sup> See AES Indiana Attachment ZE-1R, p. 3.

<sup>9</sup> U.S. Bureau of Labor Statistics: Consumer Price Index (CPI). See AES Indiana Workpaper ZE-2R.

1 United States Bureau of Labor Statistics.<sup>10</sup> Mr. Latham's contention otherwise is not  
2 complete.

3 **Q16. Do you disagree with OUCC witness Latham's comparison of average bill increases**  
4 **to inflation as a measure of affordability?**

5 A16. In part, yes. Comparison to inflation is not a great measure of customers' actual or  
6 perceived affordability. Affordability is in large part a function of income, as an  
7 individual's income determines their spending power and ability to meet monthly  
8 expenses. As can be found in AES Indiana Workpaper ZE-1R, AES Indiana conducted an  
9 affordability analysis using a "share of wallet" approach. AES Indiana Workpaper ZE-1R  
10 was used as the basis for AES Indiana's response to CAC DR 1.16(e) in this Cause, and  
11 neither the OUCC nor CAC referenced the Company's response in their respective  
12 testimony.<sup>11</sup> The share of wallet metric reflects the *actual* average residential electric bill  
13 as a percentage of household median income in Marion County, Indiana.<sup>12</sup> As shown in  
14 Figure ZE-1R below, the share of wallet in Marion County has remained relatively stable  
15 (with a slightly declining trendline) from 2012 through 2027 (2025-2027 estimates). The  
16 share of wallet percentages ranges from a minimum of 2.27% in 2024 to a maximum of  
17 2.86% in 2018, with the Company's proposed increases for electric service rates in this  
18 proceeding aligning with the overall trend.

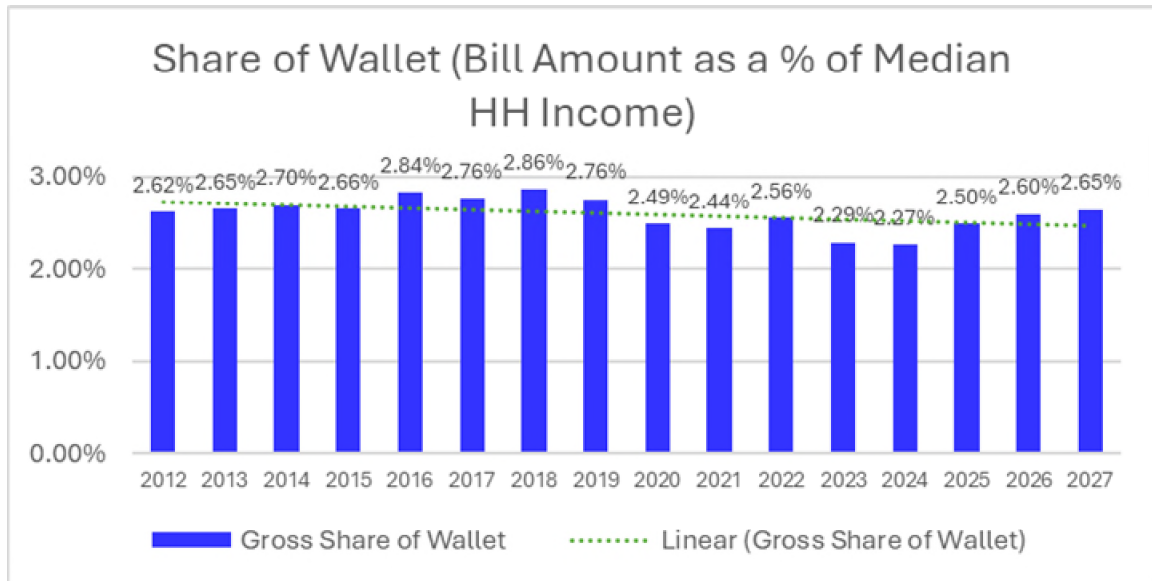
<sup>10</sup> See AES Indiana Workpaper ZE-2R.

<sup>11</sup> See AES Indiana Attachment ZE-1R, p. 2.

<sup>12</sup> U.S. Census Bureau, American Community Survey, Marion County, Indiana, Household Median Income, 5-yr estimates, current dollars.



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**Figure ZE-1R: Share of Wallet**

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As shown in Figure ZE-2R, household median income growth in Marion County has remained in line with electricity bill increases over the 2012 through 2027 analysis period, and estimated bill amounts in the current proceeding are in line with expected median income growth through 2027.

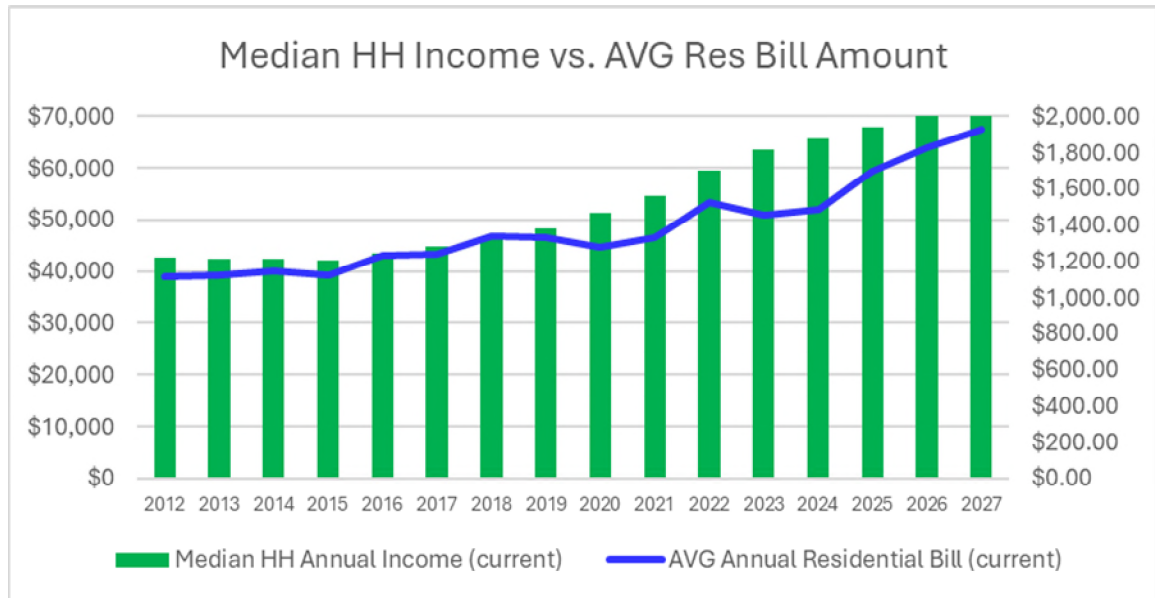
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During the same ten-year period (2014-2024) in which average bills increased by 30.34%, median household income in Marion County Indiana increased by 54.96%.

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**Figure ZE-2R: Median Household Income vs. Average Residential Electricity Bill**



**Q17. Why is it important to use bill amounts based on actual usage as opposed to 1,000 kWh as relied on by OUCC witness Latham<sup>14</sup> and CAC witness Inskeep?<sup>15</sup>**

**A17.** Using 1,000 kWh may serve as a useful proxy in assessing changes in pricing over time, which is how I understand the Commission to use this benchmark. However, from an affordability perspective, AES Indiana's customers incur costs based on their *actual* monthly energy usage. From 2014 to 2024, AES Indiana's average residential energy usage declined by 14.28%.

It is important to acknowledge the factors influencing this reduction in energy usage over time. First, customers have contributed to saving energy (and money) through behavioral conservation and/or through participation in AES Indiana's DSM programs. Furthermore,

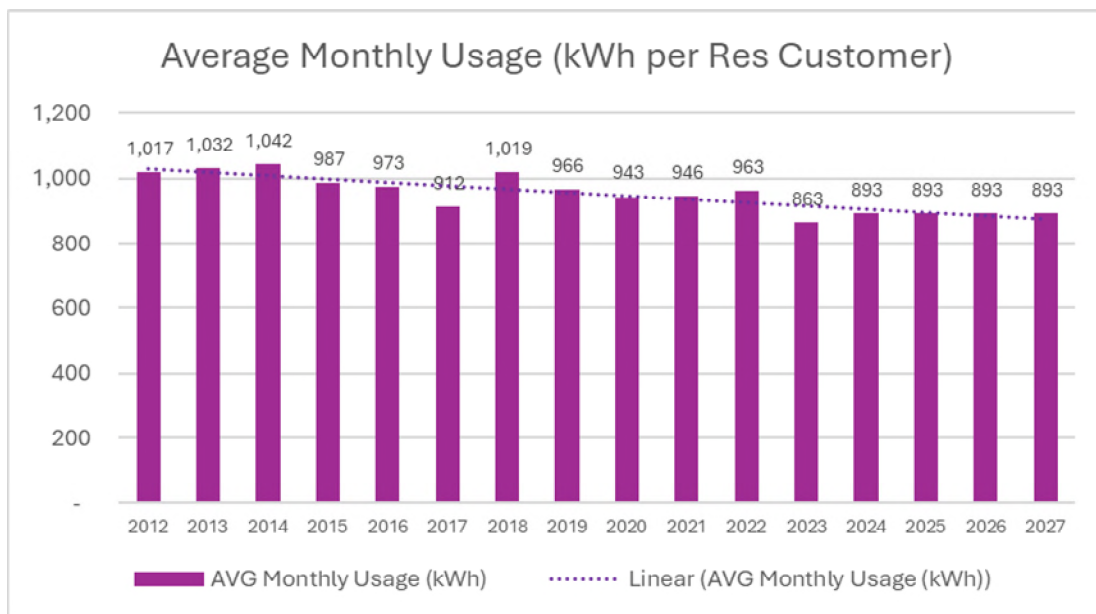
<sup>13</sup> Average residential bills and median household income estimated for 2025-2027 and 2024-2027 respectively.

<sup>14</sup> Pub. Ex. No. 1, p. 11.

<sup>15</sup> CAC Ex. No.1, pp. 25-28, 57.

there has been naturally occurring energy efficiency driven by changes in federal codes and standards, which has improved end-use technology efficiency over time. Naturally occurring savings affect appliances, heating and cooling equipment, lighting, and other technologies that save energy without negatively affecting customer comfort or the end-effect of a given appliance.

**Figure ZE-3R: Average Residential Monthly Usage<sup>16</sup>**



**Q18. Does a reduction in average energy usage impact the price of electricity on a per kWh basis?**

**A18.** Yes. Electricity rates are determined to recover fixed and variable costs reasonably incurred for the generation, transmission, and distribution of power. In simple terms, once a revenue requirement is calculated based on cost-of-service, the revenue requirement (numerator) is divided by energy and/or demand consumption (the denominator). This

<sup>16</sup> Average energy consumption estimates held flat for 2025-2027 as a conservatively high assumption.

1 calculation, which is the subject of this Cause, establishes reasonable basic rates and  
2 charges paid by customers on a per kWh (or per kW) basis. From a cost-of-service  
3 standpoint, declines in average usage per customer would reduce the “denominator,”  
4 thereby increasing the future rate per unit of energy and/or demand to sufficiently recover  
5 the approved revenue requirement. Therefore, assessing affordability on a dollar per  
6 kWh/kW basis or utilizing a standard 1,000 kWh monthly bill is not a true and complete  
7 picture of affordability experienced by the customer. The establishment of rates,  
8 including the associated cost-causation justification, is covered in significantly more  
9 detail by AES Indiana’s rates expert, AES Indiana witness Rimal.

10 **Q19. CAC witness Inskeep states that over one in four households are unable to pay their**  
11 **energy bill.<sup>17</sup> How do you respond?**

12 A19. Economic challenges in AES Indiana’s service territory are not new. In 2023, Marion  
13 County Indiana’s median household income was approximately \$63,450, about 19%  
14 lower than the national median of \$78,538. This disparity is longstanding; for example, in  
15 2012, Marion County’s median income stood at \$42,603, roughly 17% below the national  
16 median of \$51,317.<sup>18</sup>

17 Furthermore, as shown in Table ZE-1R, the average number of residential customers in  
18 arrears per annum has remained fairly stable over time.

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<sup>17</sup> CAC Ex. No. 1 (Public), p. 26.

<sup>18</sup> Marion County, Indiana and National median income figures from the American Community Survey.

**Table ZE-1R: Average Number of Customers in Arrears (31+ Days )**

| Average Number of Customers in 31+ Day Arrears |         |         |         |          |
|------------------------------------------------|---------|---------|---------|----------|
| Year                                           | 2022    | 2023    | 2024    | 2025 YTD |
| # of Residential Customers in Arrears          | 131,255 | 125,801 | 125,563 | 106,829  |
| Total # of Residential Customers               | 458,585 | 460,111 | 467,527 | 469,321  |
| % of Residential Customers in Arrears          | 29%     | 27%     | 27%     | 23%      |

AES Indiana believes a thriving community is important, which is why the Company supports the initiatives outlined in the direct testimony of AES Indiana President Davis-Handy.<sup>19</sup> CAC witness Inskeep implies that affordability is linked to income by stating that “[m]any families lack sufficient household income to pay for the most basic necessities, including housing, food, medicine, child care, and transportation.”<sup>20</sup> These challenges extend far beyond concerns related to utility service affordability. Addressing complex issues, like poverty, requires deliberation and action via public policy rather than stand-alone utility ratemaking proceedings. These matters are best resolved on a statewide, legislative basis to ensure the free exchange of ideas, and consistency and fairness of application.

**Q20. CAC witness Inskeep states that data provided by AES Indiana demonstrate that residential affordability problems are becoming “extreme and widespread.”<sup>21</sup> How do you respond?**

A20. Witness Inskeep asserts that AES Indiana-provided data indicate “extreme and widespread” affordability issues by pointing to recent increases in disconnection notices,

<sup>19</sup> AES Indiana Direct Testimony of Brandi Davis-Handy, pp. 15-22.

<sup>20</sup> CAC Ex. No. 1, p. 29.

<sup>21</sup> CAC Ex. No. 1, p. 25.

1 referrals to collection agencies, and bad debt exposure. First, AES Indiana witness  
2 Bramley demonstrates in his rebuttal that CAC mischaracterizes some of these data  
3 points.<sup>22</sup> Secondly, contrary to the claim that this data indicates a pervasive affordability  
4 crisis, these metrics have escalated primarily due to extended suspensions of both service  
5 disconnections for non-payment and late fee assessments. When there is no possibility of  
6 late fee assessment or disconnection, or no risk to personal credit, there is little incentive  
7 for a customer to remain current on a bill. Thus, the indicators presented as evidence of a  
8 crisis are, in fact, unintended consequences of many of the affordability  
9 recommendations advanced by CAC witness Inskeep in this Cause.

10 **Q21. Does AES Indiana believe pausing late fees and disconnections for non-payment**  
11 **were the right decisions in response to the COVID pandemic and the new Customer**  
12 **Information System (“CIS”) deployment?**

13 A21. Yes. Given the unique and non-permanent circumstances of both, the Company believes  
14 that these were the right decisions to support our customers. However, the Company does  
15 not agree that these practices should be extended or adopted permanently for the reasons I  
16 discuss herein.

17 **Q22. In response to witness Inskeep’s recommendations regarding security deposits,**  
18 **disconnections, reconnections, referrals, late payment charges, and Medical Alert,**  
19 **does AES Indiana follow Commission rules?**<sup>23</sup>

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<sup>22</sup> AES witness Bramley rebuttal testimony, pp. 20-22.

<sup>23</sup> CAC Ex. No. 1, pp. 31-38.

1 A22. Yes. AES Indiana adheres to all applicable Commission rules governing these practices.  
2 Such administrative rules and regulations are established via thorough, often legislative,  
3 processes at the state and/or federal levels. The Indiana General Assembly grants  
4 authority to the Indiana Utility Regulatory Commission, which in turn promulgates rules  
5 through a variety of processes that include public notice, study committees, formal  
6 investigations, workshops, and public hearings. These rules are uniformly established  
7 across electricity providers statewide to ensure fairness and consistency of application.

8 **Q23. CAC witness Inskeep recommends reducing or eliminating security deposits.<sup>24</sup> How**  
9 **do you respond?**

10 A23. Because utilities provide a service before collecting payment, both the Company and its  
11 customers face risk that certain customers will default on their payment or terminate  
12 service without paying their bill. Security deposits serve as a financial safeguard to cover  
13 these potential losses and present a financial inducement for customers to stay current on  
14 their bills. When customers do not stay current on their bills, the shortfall becomes an  
15 arrearage. If a utility fails to recover these arrearages, it must often pass those costs on to  
16 all customers in the form of bad debt expense (uncollectible accounts) through higher  
17 retail rates. In other words, by managing financial risk through the application of security  
18 deposits, AES Indiana can help keep overall rates stable and affordable for its entire  
19 customer base. Furthermore, any customer deposit held for more than 12 months accrues  
20 interest at a rate of six percent per annum that would ultimately be returned to the benefit

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<sup>24</sup> CAC Ex. No. 1, pp. 31-32.

1 of the customer.<sup>25</sup> AES Indiana is committed to making security deposits manageable for  
2 customers by providing payment arrangements to ensure reliable service remains  
3 available.

4 **Q24. Mr. Inskeep suggests that the Commission extend security deposit relief beyond**  
5 **Low-Income Home Energy Assistance Program (“LIHEAP”) qualified customers.<sup>26</sup>**  
6 **Do you agree?**

7 A24. No. Aside from the rationale above regarding rate stability and affordability, AES Indiana  
8 is not equipped to qualify customers for income eligibility beyond the existing LIHEAP  
9 program.

10 **Q25. Has AES Indiana already capped security deposits for LIHEAP customers?**

11 A25. Yes. AES Indiana maintains a security deposit cap of \$50 for LIHEAP qualified  
12 customers, as stipulated in the settlement agreement in Cause No. 45911.

13 **Q26. CAC witness Inskeep recommends pausing disconnections, referrals, and fees for an**  
14 **additional year, and permanently ending service disconnections for Medical Alert**  
15 **customers.<sup>27</sup> Please respond.**

16 A26. As I indicated previously, AES Indiana complies with established Commission rules for  
17 disconnection, reconnection, and Medical Alerts. It is not at the Company’s discretion to  
18 implement these procedures, but rather our responsibility to perform them in accordance

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<sup>25</sup> Pursuant to the terms of IAC 4-1-15(f-g).

<sup>26</sup> CAC Ex. No. 1, p. 33.

<sup>27</sup> CAC Ex. No. 1, pp. 36-37.



1 with prevailing rules. During the COVID pandemic<sup>28</sup> and again throughout the term of  
2 CIS launch,<sup>29</sup> AES Indiana suspended disconnections for non-payment. CAC witness  
3 Inskeep asserts that, since resuming the disconnection process, there has been an increase  
4 in the number of disconnection notices and disconnections.<sup>30</sup> This increase is primarily  
5 due to the lengthy suspension period I just discussed. Continuing to pause disconnections  
6 would result in further growth of arrearages and associated bad debt expense. Prolonged  
7 suspensions would further increase rates for remaining customers, which is contrary to  
8 the notion of stability and affordability for AES Indiana customers as a whole.

9 For Medical Alert customers, the Company also adheres to Commission rules. There are  
10 several additive protections already in place for those that are medically vulnerable,  
11 including additional time to become current on their bill and additional payment options  
12 which can exceed the number of months offered to a non-Medical Alert customer.  
13 Similar to practices adopted under Cause No. 45911 AES Indiana proposes to continue  
14 on-site visits in addition to a 30-day protection from disconnection for LIHEAP-qualified  
15 Medical Alert customers. Both practices, agreed upon as part of a broad settlement  
16 agreement, exceed the standard requirement.

17 **Q27. Please summarize and respond to witness Inskeep's recommendation regarding late**  
18 **fees.**<sup>31</sup>  
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<sup>28</sup> March 2020 through October 2020.

<sup>29</sup> October 2023 through April 2025.

<sup>30</sup> CAC Ex. No. 1, pp. 34

<sup>31</sup> CAC Ex. No. 1, pp. 37-38.

1 A27. Witness Inskeep outlines the terms of the Company's late fee procedures and goes on to  
2 recommend that the Commission require AES Indiana to waive two late fees over a 12-  
3 month period. Consistent with the Cause No. 45911 Settlement Agreement and as stated  
4 in the direct testimony of Company President Davis-Handy, AES Indiana intends to  
5 continue its practice of waving one late payment charge in a rolling 12-month period.<sup>32</sup>  
6 The Company does not believe waiving an additional late fee offers meaningful  
7 incremental benefit. On the contrary, waiving an additional late fee, as discussed above,  
8 removes a financial inducement for a customer to stay current on their bill. When these  
9 inducements are removed, a customer is more inclined to develop a long-term, larger  
10 arrearage that becomes more difficult to manage. Furthermore, AES Indiana already  
11 offers customers multiple ways to manage or avoid late fees through access to the  
12 existing waiver arrangement, payment plans, and a 17-day grace period to help them stay  
13 current on their bill

14 **Q28. Please summarize witness Inskeep's proposal regarding the Affordable Power**  
15 **Rider.**

16 A28. The Affordable Power Rider proposed by CAC would provide tiered discounts to  
17 LIHEAP qualified customers on their electricity bills. Mr. Inskeep's proposal takes  
18 program design concepts from natural gas utilities that operate in the State of Indiana.<sup>33</sup>  
19 For cost recovery purposes, CAC proposes that AES Indiana be allowed to defer

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<sup>32</sup> AES Indiana witness Davis-Handy direct testimony, p. 19.

<sup>33</sup> CAC Ex. No. 1, pp. 38-39.

Affordable Power Rider costs for future recovery, the costs of which could include implementation costs as well as the associated bill discounts for qualified customers.<sup>34</sup>

**Q29. How do you respond?**

A29. While I appreciate CAC's desire to obtain a benefit for income-qualified customers and agree that affordability is an important consideration, a non-cost-reflective discount for a subset of customers would almost certainly result in unintended consequences. Similar to my previous testimony, when a utility offers a discounted rate to a specific subset of its customer base, the revenue shortfall must be recovered elsewhere. The costs under CAC witness Inskeep's proposal would be absorbed by non-subsidized customers through a rate increase, raising both participating and non-participating customers' utility rates. Not all customers who meet the LIHEAP eligibility criteria apply and become LIHEAP qualified, so not all LIHEAP eligible customers would receive the bill discount. Furthermore, there are customers who may fall slightly beyond the LIHEAP eligibility criteria (e.g., 61% of Indiana median income). Those customers, and other customers who are eligible but do not receive LIHEAP assistance, would be paying more than they otherwise would to cover the revenue shortfall. No matter the income criteria established, there will always be a "line in the sand" drawn for customers who qualify and those who do not, leaving many of those who did not qualify for the discount on the hook for paying for it instead.

A pricing discount based on income qualification is also divorced from the cost-causation principle. Cost-causation ensures that a customer pays electric rates consistent with the

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<sup>34</sup> CAC Ex. No. 1, p. 39.

1 costs that the utility incurs to provide their service. This principle has been established  
2 through regulatory proceedings and through Commission orders over many decades and  
3 recognizes that the costs of providing electricity service are allocated in as reasonable a  
4 manner as possible through established rates and charges.

5 Furthermore, providing a non-cost-reflective discount on electricity service and the  
6 associated energy consumption mis-aligns the price signal a customer receives to manage  
7 their energy usage through behavioral conservation and/or participation in AES Indiana's  
8 DSM programs (e.g., Income Qualified Weatherization). As I previously discussed in my  
9 testimony, customers are the ultimate managers of their household consumption.  
10 Managing energy usage is one of the most powerful tools to realize cost savings and  
11 make monthly bills affordable.

12 **Q30. What would be the effect of deferring Affordable Power Rider costs, as suggested by**  
13 **Mr. Inskeep?**<sup>35</sup>

14 A30. Put plainly, if approved, future customers would cover the deferred costs and associated  
15 carrying charges on future bills. In effect, this would be trading lower costs today for  
16 higher costs tomorrow. As previously discussed, the Indiana legislature has directed that  
17 we must consider affordability today and for future generations.

18 **Q31. Witness Inskeep throughout his testimony uses the phrase "Utility Affordability**  
19 **Crisis." Do you have any comments on this?**

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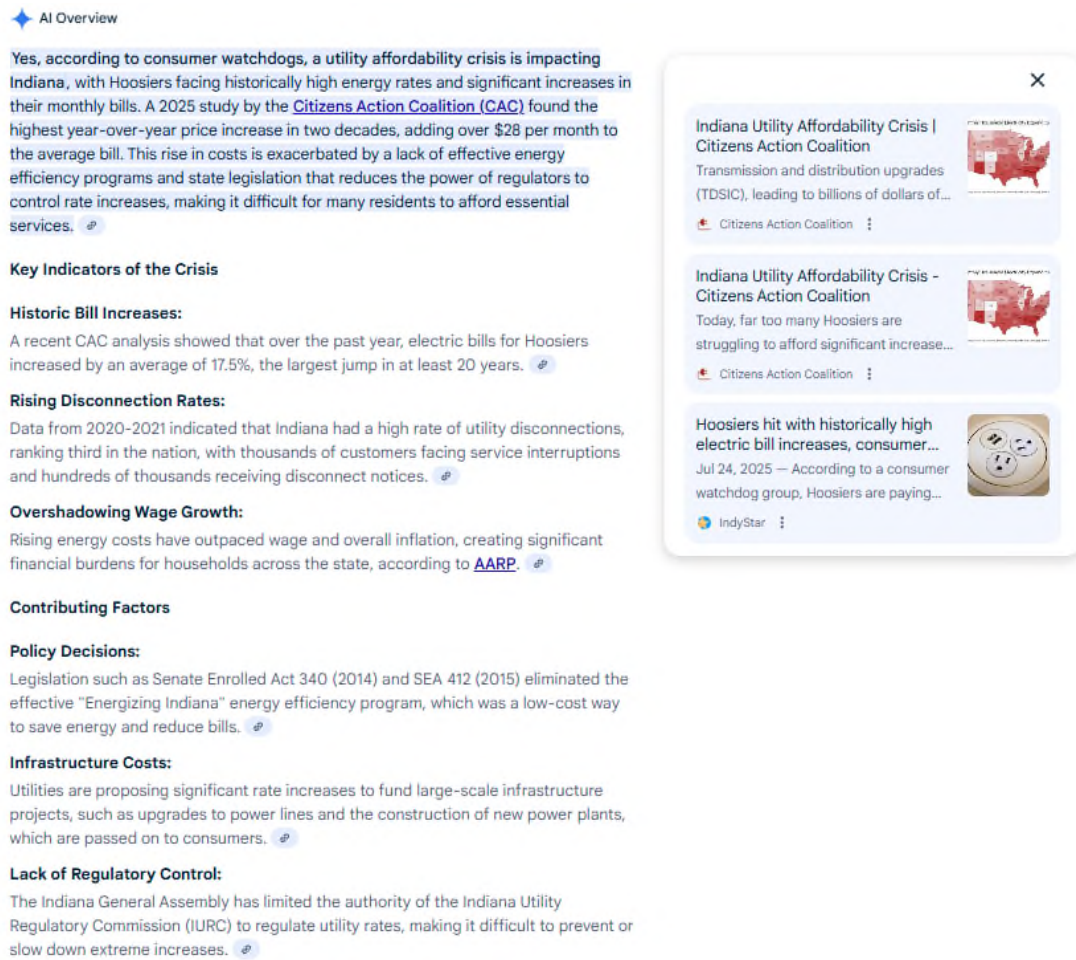
<sup>35</sup> CAC Ex. No. 1, p. 39.

1 A31. Yes. These strong words warrant a review of whether they rest on a sound factual and  
2 analytical foundation. As discussed above, average electricity bills have grown at a rate  
3 below cumulative inflation while also having grown at a rate comparable to median  
4 income in Marion County. Furthermore, and as shown in Table ZE-1R above, the number  
5 of customers unable to pay their bills (as measured by arrearage counts) has remained  
6 fairly stable over time.

7 I conducted an AI Overview search with the terms “Is there a utility affordability crisis in  
8 Indiana?” In my opinion, the results shown in Figure ZE-4R below lead back to an  
9 organized campaign by the Citizens Action Coalition. In other words, there may be a  
10 *perceived* affordability crisis in the AES Indiana service territory because CAC has  
11 publicized and messaged this to its members and the public. Of the “Key Indicators of the  
12 Crisis” two of the three link back to CAC’s website, and/or CAC quotes in news articles.  
13 Of the “Contributing Factors,” all three link back to CAC’s website. Yet, as discussed  
14 above, Commission findings should consider whether this perception has a sound  
15 analytical and factual basis.

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**Figure ZE-4R: CAC Campaign**



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3 **Q32. What is your response to the “Key Indicators of the Crisis” shown in Figure ZE-4R**  
4 **above?**

5 **A32.** The “Key Indicators of the Crisis” include: Historic Bill Increases, Rising Disconnection  
6 Rates, and Overshadowing Wage Growth. As I previously covered, *actual* average bills  
7 during the period 2014-2024 are below cumulative inflation and are in line with median  
8 income growth in Marion County, contrary to the notion that bill increases have outpaced  
9 wage growth. Rising disconnections for AES Indiana are primarily the result of resuming

1 the disconnection process after a prolonged pause for non-payment, not an indicator of a  
2 widespread affordability crisis.

3 **Q33. Regarding “Policy Decisions” as one of the “Contributing Factors” of the crisis,**  
4 **does AES Indiana continue to offer DSM programs after the discontinuation of the**  
5 **statewide Energizing Indiana program shown in Figure ZE-4R above?**

6 A33. Yes. Since the early 1990s, AES Indiana has consistently offered energy efficiency  
7 programs. Following Energizing Indiana’s end, the Company maintained energy savings  
8 comparable to those under the statewide initiative. The Company continues to offer 11  
9 separate DSM programs that provide energy and demand savings opportunities to its  
10 customers, including residential, non-residential, and low-income customers. The goals  
11 for the Income Qualified Weatherization program were approximately doubled in the  
12 2025-2026 DSM Plan (Cause No. 46081) compared to 2024, demonstrating AES  
13 Indiana’s commitment to serving financially vulnerable customers to help them manage  
14 their bills.<sup>36</sup> Overall, AES Indiana’s 2024 DSM Portfolio achieved energy savings of  
15 1.23% of retail electricity sales—the highest benchmark among Indiana’s investor-owned  
16 utilities.<sup>37</sup>

17 **Q34. Regarding “Contributing Factors” shown in Figure ZE-4R, have “Infrastructure**  
18 **Costs” contributed to increases in rates?**

19 A34. Yes, they have.

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<sup>36</sup> 5.0 GWh in 2024, 10.7 GWh in 2025, 11.4 GWh in 2026.

<sup>37</sup> Average of the four other Indiana IOUs in 2024 – 0.67% of retail sales.

1 **Q35. Were these “Infrastructure Costs” shown in Figure ZE-4R above incurred for the**  
2 **ongoing provision of electricity service consistent with the Five Pillars of Indiana**  
3 **energy policy?**

4 A35. Yes.

5 **Q36. Were these “Infrastructure Costs” shown in Figure ZE-4R above approved by the**  
6 **Indiana Utility Regulatory Commission pursuant to applicable laws, rules, and**  
7 **regulations?**

8 A36. Yes, they were.

9 **Q37. Does the Company believe that “Lack of Regulatory Control,” shown in Figure ZE-**  
10 **4R, is a contributing factor to the “affordability crisis?”**

11 A37. No. Investor-owned retail electricity suppliers are highly regulated in the State of Indiana  
12 by the Indiana Utility Regulatory Commission and prevailing law. According to the  
13 IURC’s website, the Indiana Utility Regulatory Commission (Commission) is an  
14 administrative agency that hears evidence in cases filed before it and makes decisions  
15 based on the evidence presented in those cases. An advocate of neither the public nor the  
16 utilities, the Commission is required by state statute to make decisions in the public  
17 interest to ensure the utilities provide safe and reliable service at just and reasonable  
18 rates.<sup>38</sup>

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<sup>38</sup> <https://www.in.gov/iurc/about-us/about-the-iurc/>



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<sup>40</sup> Year-to-date figures are January 1, 2025 through September 23, 2025

1 As presented, AES Indiana experienced an increase in CAD complaints beginning with  
2 the implementation of its CIS billing system. AES witnesses Bramley and Orr cover the  
3 technical aspects and customer impacts of the ACE project in much more detail in their  
4 pre-filed rebuttal testimony, many of which led to the increase in CAD caseload. During  
5 the ACE Hypercare period, AES Indiana employed an additional surge staffing member  
6 responding to CAD cases in anticipation of increased case load. Since that time, AES  
7 Indiana has added an additional permanent employee to respond to CAD cases, and the  
8 Company is trending in the right direction despite case counts remaining elevated.  
9 Additionally, AES Indiana staff have initiated a monthly coordination meeting with the  
10 CAD staff to ensure alignment, provide updates on cases, and to prioritize specific CAD  
11 inquiries. This shows that the Commission has an existing regulatory framework to  
12 support individual customer concerns and the Company is reasonably working to address  
13 concerns through this process. The Company remains committed to the service levels the  
14 Commission and our customers expect.

15 **Q40. OUCC witness Bishop states that the OUCC received more than 6,800 written**  
16 **consumer comments in this Cause<sup>41</sup>. In reviewing OUCC Attachment ALB-7, did**  
17 **the Company come to any analytical conclusions?**

18 A40. Yes. The Company reviewed the written consumer comments in OUCC Attachment  
19 ALB-7, and concluded that, of the approximately 6,800 comments, there were 906  
20 comments that did not follow a pre-populated template. AES Indiana's analysis, which  
21 can be found in AES Indiana Workpaper ZE-4R, found that the large majority of the

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<sup>41</sup>Pub. Ex. No. 11, p. 5.

1 written comments follow three distinct templates. These rotating templates can be found  
2 on CAC's website and are shown in AES Indiana Attachment ZE-2R. The results of this  
3 analysis, in my opinion, further indicate a significant, organized campaign by CAC.  
4 CAC's response to AES Indiana DR 2 acknowledges many of these efforts, including the  
5 development of consumer comment templates, and solicitation of participation at AES  
6 Indiana's public field hearings. CAC's responses to AES Indiana DR 2 can be found in  
7 AES Indiana Attachment ZE-3R.

#### 8 **4. EV TARIFF**

9 **Q41. What is Walmart witness Lyon's recommendation (at pg. 24) regarding the**  
10 **development of a DCFC rate for public charging stations?**

11 A41. Walmart recommends that the Commission require AES Indiana to develop a new DCFC  
12 rate for third-party owned and operated charging stations. Witness Lyon suggests that the  
13 Company assemble interested parties to develop the underlying design and requirements  
14 of this EV tariff to be filed in AES Indiana's next general rate case for review and  
15 approval.<sup>42</sup>

16 **Q42. How do you respond?**

17 A42. As covered in significantly more detail by AES witness Rimal, AES Indiana's rates are  
18 designed to be cost-reflective. Per witness Lyon's testimony, Walmart supports cost-

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<sup>42</sup> Walmart witness Lyon direct testimony, p. 24.

1 based rates in this Cause and has been supportive of the cost-causation principle in prior  
2 cases as well.<sup>43</sup>

3 On page 16 of Mr. Lyon's testimony, Walmart advocates, in general, that rates be  
4 established based on AES Indiana's cost of service study for each rate class. Later in  
5 testimony, witness Lyon expands by saying that this "approach is rooted in the  
6 foundational principle that rates should be set based on a utility's comprehensive cost of  
7 service for each customer class. Setting rates in this manner produces equitable outcomes,  
8 reflects cost causation, sends proper price signals, and minimizes price distortions."<sup>44</sup>

9 Oftentimes, this position is at odds with tariffs established to promote third-party  
10 operation of DCFC infrastructure, which can erode the tether to cost-causation principles.  
11 Because DCFC infrastructure has low energy utilization but high demand requirements,  
12 the majority of costs a DCFC owner incurs are in the demand charge rather than the  
13 volumetric energy charge. For this reason, it is desirable for customers who offer DCFC  
14 charging to have rates for DCFC which discount or eliminate the demand charge. This  
15 "demand charge holiday" is typically offered for a limited time, allowing DCFC  
16 utilization rates to increase over time, thereby making a "standard" demand-based tariff  
17 more financially manageable for the customer. While this approach makes the rate  
18 charged to the DCFC more financially attractive to the owner/customer, the associated  
19 loss of revenue from the demand charge often requires a utility to recover the costs  
20 incurred to serve the DCFC customer elsewhere.

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<sup>43</sup>Cause No. 45843, Perry direct testimony, p. 17.

<sup>44</sup>Walmart witness Lyon direct testimony, p. 21.

1 **Q43. What is AES Indiana's position on assembling interested parties to develop an EV**  
2 **specific tariff as Walmart suggests?**

3 A43. The Company is open to convening a meeting with interested stakeholders to consider  
4 various DCFC rate designs. To the extent AES Indiana were to assemble stakeholders to  
5 investigate a stand-alone DCFC rate, the Company would want to consider alternative  
6 rate structures that are cost-reflective, and that fairly consider the revenue requirement  
7 necessary to serve DCFC infrastructure.

8 **Q44. Does AES Indiana offer EV programs that support EV infrastructure adoption for**  
9 **these types of installations?**

10 A44. Yes. In Cause No. 45843, AES Indiana was granted approval to implement several EV  
11 specific programs that benefit customers. In particular, Walmart could participate in the  
12 Company's *EVSE Rebate Program*, whereby Walmart would be eligible to receive  
13 incentives for installing qualifying DCFC equipment. This program offsets the upfront  
14 costs required for these types of capital projects, thus making the project more financially  
15 attractive to the customer and/or developer. Furthermore, Walmart would likely be  
16 eligible for additional incentives to the extent they participated in AES Indiana's *C&I*  
17 *Managed Charging* program, where customers receive incentives per EV charging port in  
18 exchange for AES Indiana's ability to curtail EV charging during periods of system peak  
19 constraint.

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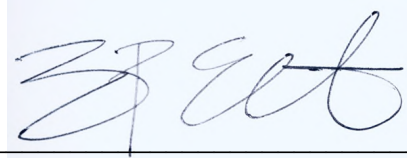
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## VERIFICATION

I, Zac Elliot, of AES US Services LLC, affirm under penalties of perjury that the foregoing representations are true and correct to the best of my knowledge, information, and belief.

A handwritten signature in blue ink, appearing to read 'Zac Elliot', is positioned above a horizontal line. The signature is stylized with a large 'Z' and 'E'.

Zac Elliot

Dated: October 7, 2025

## Data Request CAC DR 1 - 16

With respect to residential security deposits, please provide the following information:

- a. Written internal Company guidance that describes the protocols used to determine whether AES Indiana will apply a security deposit on a residential customer account and a detailed description of the method and formula used to determine the security deposit amount.
- b. An explanation of the extent to which the Company uses a customer's credit score to
  - i. determine the amount of the security deposit
  - ii. whether to require a security deposit
- c. The circumstances under which AES Indiana will apply a security deposit to an existing residential customer account (as opposed to a new residential customer initiating service), and a detailed description of the method and formula used to determine the security deposit amount.
- d. The number of residential customers over each of the past three years have had security deposit amounts (1) reduced; or (2) waived. If the number is greater than zero, please describe the circumstances under which AES Indiana will (1) reduce or (2) waive a residential security deposit.
- e. Please describe any analysis performed by AES Indiana to assess the affordability of its current or proposed rates applicable to its residential customers generally and/or low-income customers specifically. Please provide an executable version (e.g., Excel file with formulas intact and sheets unlocked) of any such analysis. If AES Indiana has not performed such an analysis, please explain why.

Enter Response Below

### Objection:

### Response:

a. c. d. AES Indiana follows the protocols outlined in 170-IAC-4-1-15. Additionally, for LIHEAP Customers as set forth in Section I.B.4. of the Settlement Agreement in Cause No. 45911, if an applicant for residential service or current customer is qualified by a Community Action Agency to participate in the LIHEAP program, the residential deposit will be limited to \$50.00. LIHEAP qualification can be from the current or one-year prior heating season. This provision benefits residential customers who face economic challenges.

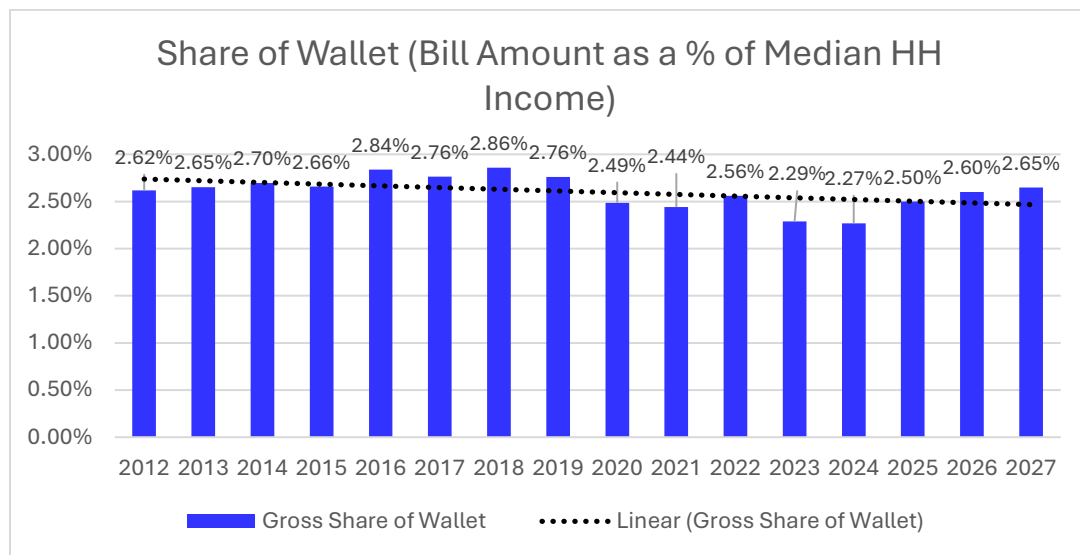
b. c. Please reference 170-IAC-4-1-15. A soft-credit inquiry is conducted for new residential customers (referred to as Connect Check Plus by Experian), with the customer's permission, to determine credit worthiness per 170-IAC-4-1-15. AES Indiana uses the TEC risk scoring model developed by Experian for use with Telecommunications, Energy and Cable accounts. For the credit score decision messages



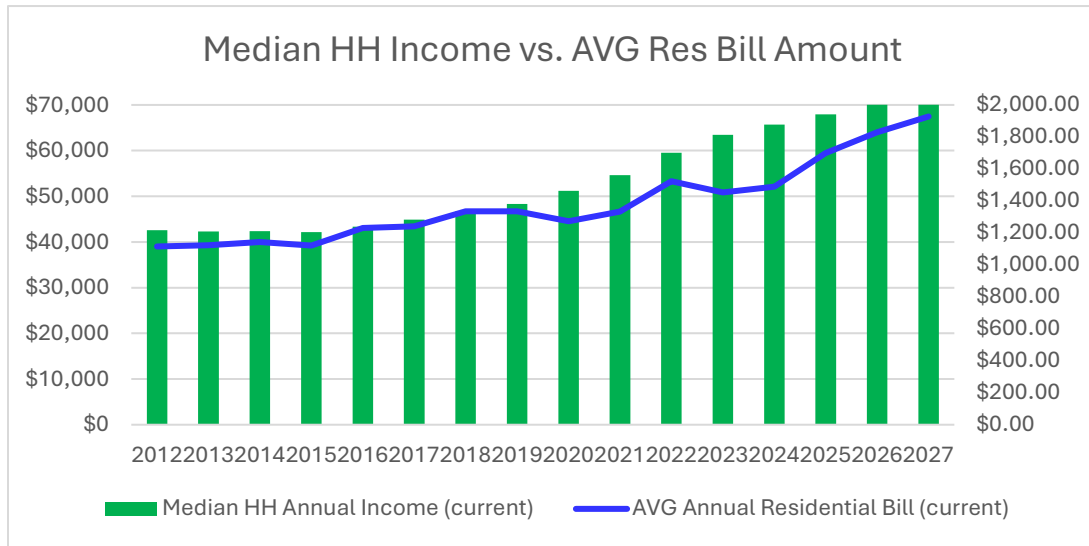
and associated credit score ranges, see CAC DR 1-16 Attachment 1. Please note when this soft-credit inquiry is conducted the customer service agent only sees the decision message associated with the customer’s credit score as found in CAC DR 1-16 Attachment 2 and not the customer’s actual credit score.

e. AES Indiana has an affordability analysis which is calculated using a “share of wallet” approach, see CAC DR 1-16 Attachment 3. Share of wallet is defined as the average actual residential bill as a percentage of household median income for Marion County, Indiana from 2012-2027 (2025-2027 estimates). It should be noted that the Company has not performed this analysis for low income customers specifically, as the Company does not maintain actual income data at the individual or household level.

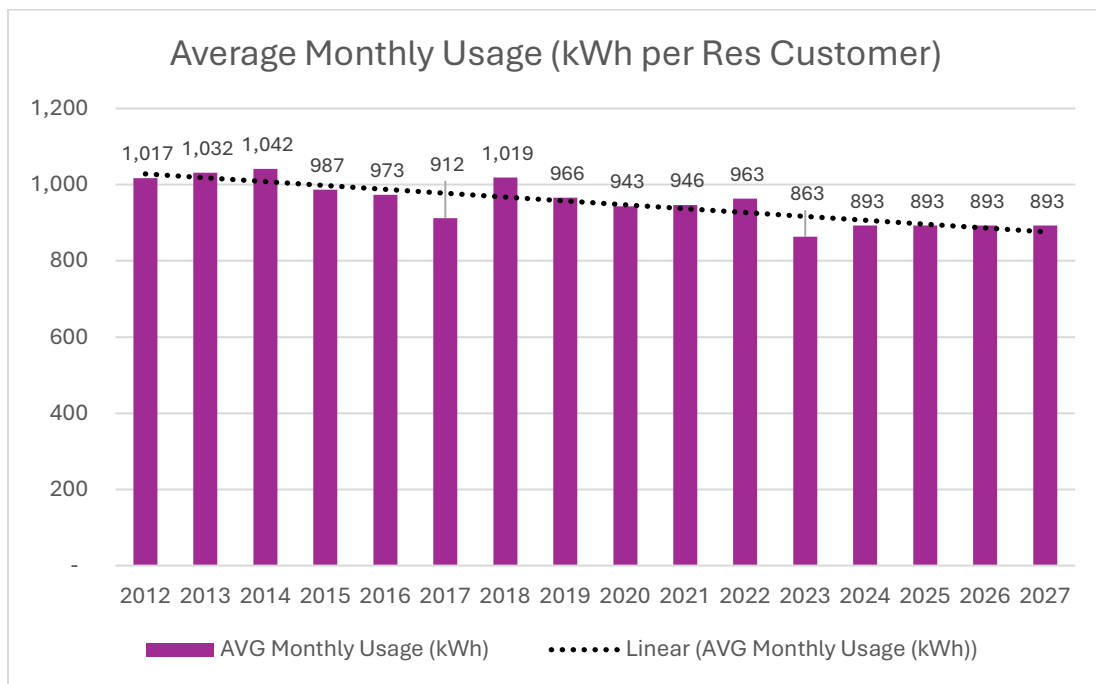
Over the analysis period, share of wallet in Marion County has remained relatively flat (with a slight declining trendline) for the entirety of AES Indiana’s residential customer base, ranging from a minimum of 2.27% (in 2024) to a maximum of 2.86% (in 2018).



Household median income growth in Marion County has slightly outpaced average actual electricity bills over the 2012 through 2024 study period, and estimated bill amounts in the current proceeding are in line with expected median income growth through 2027.



Over the 10-year period 2014 through 2024 average actual residential bills increased by 30.34% while household median income in Marion County increased 54.96%. Over the same period (2014-2024) average residential energy usage has declined by 14.28%. In other words, it is important to recognize that customers have contributed to keeping average bills affordable over the time period presented by managing their energy usage.



**Supplemental Response to CAC DR 1-16:**

Based on clarification received from counsel for the CAC, AES Indiana provides the following supplemental response:

- a) AES Indiana uses its customer information system to automatically calculate the amount of the deposit for instances in which the cost to serve has already been established. When no history on the cost to serve is available, AES Indiana uses the guidelines set forth in 170 IAC 4-1-15 to determine the deposit amount. The deposit can never exceed 1/6 the annual estimated cost to serve the customer. Regardless of the deposit amount, an installment plan is offered to the customer to make the payment more manageable. Additionally, AES Indiana has capped the security deposit at \$50.00 for LIHEAP and Medical Alert Customers per the settlement agreement approved in Cause No. 45911. This is done through a nightly program that runs automatically.
- b) Please see CAC DR Supplement Attachment 1 for additional information regarding security deposit guidelines for residential customers.

**Tell Indiana utility regulators to reject AES's rate hike.**

Title\* ▼

Full Name \*

Address \*

Zip \* city and state not required

Phone \*

Email \*

 **Send Email**

Subject: We can't afford anot...

I am writing to share my firm opposition to AES's request to hike our electric bills yet again. If this request is approved as filed by AES, customers will experience a shocking \$51 bill increase between July 2023 and

 Send me emails about this

**Tell Indiana utility regulators to reject AES's rate hike.**

Title\* ▼

Full Name \*

Address \*

Zip \* city and state not required

Phone \*

Email \*

 **Send Email**

Subject: Please stand up for r...

I am very concerned that my community will not be able to afford another rate hike from AES.

The number of households living in or near poverty in Central Indiana continues to

☒ Send me emails about this

Title\* ▼

Full Name \*

Address \*

Zip \* city and state not required

Phone \*

Email \*

 **Send Email**

Subject: AES customers need...

I urge you to reject AES's new request to collect another \$192.9 million every year. As you likely know, this new rate hike - which AES filed for barely a year after their last rate increase was approved - is not the only increase that

☒ Send me emails about this campaign

☒ Send me text messages about this campaign

**STATE OF INDIANA**  
**INDIANA UTILITY REGULATORY COMMISSION**

**PETITION OF INDIANAPOLIS POWER & LIGHT )  
COMPANY D/B/A AES INDIANA (“AES INDIANA”) )  
FOR AUTHORITY TO INCREASE RATES AND )  
CHARGES FOR ELECTRIC UTILITY SERVICE )  
THROUGH A PHASE-IN RATE ADJUSTMENT; AND )  
FOR APPROVAL OF RELATED RELIEF, INCLUDING )  
(1) REVISED DEPRECIATION RATES, INCLUDING )  
COST OF REMOVAL LESS SALVAGE AND )  
UPDATED DEPRECIATION EXPENSE; (2) )  
ACCOUNTING RELIEF, INCLUDING DEFERRALS )  
AND AMORTIZATIONS, (3) INCLUSION OF ) **CAUSE NO. 46258**  
CAPITAL INVESTMENT, (4) RATE ADJUSTMENT )  
MECHANISM PROPOSALS, INCLUDING A NEW )  
PROPERTY TAX RIDER, AND (5) NEW SCHEDULES )  
OF RATES, RULES AND REGULATIONS FOR )  
SERVICE. )**

**CAC’S OBJECTIONS AND RESPONSES TO**  
**AES INDIANA’S SECOND SET OF DISCOVERY REQUESTS**

Citizens Action Coalition of Indiana (“CAC”) hereby submits its objections and responses to Indianapolis Power & Light Company d/b/a AES Indiana (“AES Indiana,” “AES,” or the “Company”) Second Set of Discovery Requests to CAC.

**GENERAL OBJECTIONS**

- A. CAC objects to Requests to the extent that they seek information that is not relevant to the above referenced proceedings, Indiana Rule of Evidence 401.
- B. CAC objects to Requests that are not “reasonably calculated to lead to the discovery of admissible evidence,” Indiana Trial Rule 26(B)(1).
- C. CAC objects to Requests that are overly broad, unduly burdensome, oppressive, and calculated to take CAC and its staff away from normal work activities, and require them to expend significant resources to provide complete and accurate answers to the Company’s

Request, which are only of marginal value to the Company. *See* Indiana Trial Rule 26 (B)(1).

- D. CAC assumes, for the purpose of providing these objections and responses, that the Requests do not seek information that is privileged, protected by the work product doctrine, or otherwise exempt from disclosure. CAC objects to the Requests to the extent, if any, that they call for production of any such material.
- E. CAC reserves all of its evidentiary objections or other objections to the introduction or use of any response at any hearing in this action.
- F. CAC does not, by any response to any Request, waive any objections to that Request.
- G. CAC does not admit to the validity of any legal or factual contention asserted or assumed in the text of any Request.
- H. CAC reserves the right to assert additional objections as appropriate, and to amend or supplement these objections and responses as appropriate.
- I. The foregoing general objections shall apply to each of the following Requests whether or not restated in the response to any particular response.



**IURC Cause No. 46258**  
**CAC Objections and Responses to AES Indiana's 2<sup>nd</sup> Set of Data Requests**  
**October 2, 2025**

**Request 2-1:** Did CAC's directors, employees, agents, advisors, consultants, witnesses, representatives, or individuals otherwise affiliated with the CAC assist in drafting form letters contained in OUCC witness Bishop's Public Exhibit No. 11, Attachment ALB-7 Part 1 and Part 2 filed in this Cause? Examples of form letters in these documents include approximately 1,964 instances of letters containing the phrase "I am writing to share my firm opposition to AES's", approximately 1,924 instances of letters containing the phrase "I am very concerned that my community will not be able to afford another rate hike", and approximately 1,993 instances of letters containing the phrase "I urge you to reject AES's new request."

- a. If yes, please identify each such individual, their affiliation with the CAC, and identify which form letter(s) they assisted with.

**Response:** CAC objects to this request as it seeks information that is not relevant to and outside the scope of this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence, Indiana Trial Rule 26(B)(1). CAC also objects to this request as it is unduly burdensome, oppressive, and calculated to take CAC and its staff away from normal work activities, and require them to expend significant time and resources to provide complete and accurate answers to AES Indiana's request for information, which is only of marginal value to AES Indiana, Indiana Trial Rule 26(B)(1). Notwithstanding said objections, in the spirit of cooperation, please see the following response:

Yes. The following individuals wrote the language:

- Kelly Hamman, Director of Development at CAC
- Kerwin Olson, Executive Director at CAC
- Laura Sucec, Director of Outreach and Operations at CAC

The following individuals reviewed the language:

- Ben Inskeep, Program Director at CAC
- Jennifer Washburn, Regulatory Director at CAC

**Request 2-2:** Did the CAC prepare or have prepared a letter, form, website, survey, or other form of correspondence for submitting comments in this Cause? If yes, please provide a copy of each such letter, form, website, survey, or other form of correspondence.

**Response:** CAC objects to this request as it seeks information that is not relevant to and outside the scope of this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence, Indiana Trial Rule 26(B)(1). CAC also objects to this request as it is unduly burdensome, oppressive, and calculated to take CAC and its staff away from normal work activities, and require them to expend significant time and resources to provide complete and accurate answers to AES Indiana's request for

information, which is only of marginal value to AES Indiana, Indiana Trial Rule 26(B)(1). Notwithstanding said objections, in the spirit of cooperation, please see the following response:

Yes. Please see the following links:

- <https://act.citact.org/rih7xn3>
- [https://docs.google.com/document/d/1ObfB9anX9Fa\\_g0aMmwns1PqZX1tfEoIaHV2gH9GmTqc/edit?tab=t.0](https://docs.google.com/document/d/1ObfB9anX9Fa_g0aMmwns1PqZX1tfEoIaHV2gH9GmTqc/edit?tab=t.0)

**Request 2-3:** Referring to the public field hearings in this Cause held on August 18, 21, 25, and 27, 2025:

- Have any of the individuals who testified at the field hearings ever served as a director, employee, agent, advisor, consultant, witness, or representative of CAC, acted in any other formal or informal capacity for CAC, or otherwise acted or purported to act on CAC's behalf? If yes, for each such individual:
  - Identify the individual.
  - Identify and explain the relationship between the individual and CAC, including any positions or titles held and the time period during which the individual held each position or title.
  - Identify each time the individual acted in any other formal or informal capacity for CAC or otherwise acted or purported to act on CAC's behalf.
  - Please provide details regarding any pay, compensation, or other contribution provided by CAC to the individual at any time.

**Response:** CAC objects to this request as it seeks information that is not relevant to and outside the scope of this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence, Indiana Trial Rule 26(B)(1). CAC also objects to this request as it is unduly burdensome, oppressive, and calculated to take CAC and its staff away from normal work activities, and require them to expend significant time and resources to provide complete and accurate answers to AES Indiana's request for information, which is only of marginal value to AES Indiana, Indiana Trial Rule 26(B)(1). Notwithstanding said objections, in the spirit of cooperation, please see the following response:

Jesse Brown (current CAC Board of Director) and Grant Smith (past CAC Board of Director and past CAC Executive Director) both testified at a field hearing in this Cause, but not on behalf of CAC.

**Request 2-4:** Did the CAC use any director, employee, agent, advisor, consultant, witness, or representative to solicit participation in the field hearings in this Cause and/or the submission of comments to the OUCC? If yes:

- a. Please identify each such director, employee, agent, advisor, consultant, witness, or representative, and their position or role with the CAC.
- b. Please identify the pay, compensation, or other contribution provided to each such individual by the CAC.

**Response:** CAC objects to this request as it seeks information that is not relevant to and outside the scope of this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence, Indiana Trial Rule 26(B)(1). CAC also objects to this request as it is unduly burdensome, oppressive, and calculated to take CAC and its staff away from normal work activities, and require them to expend significant time and resources to provide complete and accurate answers to AES Indiana's request for information, which is only of marginal value to AES Indiana, Indiana Trial Rule 26(B)(1). Notwithstanding said objections, in the spirit of cooperation, please see the following response:

Yes.

**Request 2-5:** Please identify all activities undertaken by CAC or by CAC's directors, employees, agents, advisors, consultants, witnesses; or representatives to solicit participation in the field hearings in this Cause and/or the submission of comments in this Cause.

**Response:** See Objections and Responses to AES IN DR Set 2. In addition, CAC solicited public participation in the rate case through the following actions: held a town hall; led a webinar; created a webpage and one-click action; emailed and called supporters; made social media posts; responded to media requests; sent text messages to supporters; distributed flyers; spoke to groups who invited CAC to speak about the rate case.

**Request 2-6:** Please provide a copy of all communications and other documentation soliciting participation in the field hearings in this Cause and/or submission of comments in this Cause.

**Response:** See Objections and Responses to AES Indiana DR Set 2. Please also see the following CAC social media pages:

<https://www.facebook.com/cacindiana>  
<https://www.instagram.com/cacindiana/#>  
<https://www.citact.org/aes-rate-hike-2025>

Here is a link to an email sent to supporters:

<https://action.citact.org/webmail/920483/755957101/dd551610509aa052207401486aeaf998639b7bec658c0525b500f690e89c17fb>

**Request 2-7:** How many individuals did CAC pay, compensate, or otherwise contribute to in order to solicit participation in the field hearing and/or the submission of comments in this Cause? Please identify each such individual and the compensation or contribution provided to each such individual.

**Response:** CAC objects to this request as it seeks information that is not relevant to and outside the scope of this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence, Indiana Trial Rule 26(B)(1). CAC also objects to this request as it is unduly burdensome, oppressive, and calculated to take CAC and its staff away from normal work activities, and require them to expend significant time and resources to provide complete and accurate answers to AES Indiana's request for information, which is only of marginal value to AES Indiana, Indiana Trial Rule 26(B)(1). Notwithstanding said objections, in the spirit of cooperation, please see the following response:

Zero.

**Request 2-8:** Please identify all canvassing, soliciting, or other promotional or advocacy activities conducted by CAC or its directors, employees, agents, advisors, consultants, witnesses, or representatives in connection with this Cause.

**Response:** Please see Objections and Responses to AES Indiana DR Set 2.

**Request 2-9:** Did CAC engage, employ or otherwise use any online advocacy websites, tools, or services to solicit participation in the field hearings in this Cause and/or the submission of comments in this Cause? If yes:

- a. Please identify each such online advocacy website, tool, or service.
- b. Explain how each such online advocacy website, tool, or service was used by CAC.
- c. Please identify all expenses incurred by CAC or payments made by CAC for the use of each such online advocacy website, tool, or service used by CAC.

**Response:** Please see Objections and Responses to AES Indiana DR Set 2.

**Request 2-10:** Did CAC's directors, employees, agents, advisors, consultants, witnesses, or representatives draft or assist in the drafting of proposed testimony to be presented at the field hearings in this Cause? If yes:

- a. Please provide copies of all such testimony.
- b. Please identify all CAC directors, employees, agents, advisors, consultants, witnesses, or representatives who engaged in or assisted the drafting of proposed testimony to be presented at the field hearings in this Cause.

**Response:** Please see Objections and Responses to AES Indiana DR Set 2.