

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the application of
CONSUMERS ENERGY COMPANY for
authority to increase its rates for the generation
and distribution of electricity and for other
relief

U-21870

ALJ Jonathan F. Thoits

**MOTION BY CUSTOMER A TO QUASH A PORTION OF
A DISCOVERY REQUEST AND PRODUCTION TO PREVENT THE IMPROPER
DISCLOSURE OF ITS CONFIDENTIAL INFORMATION**

Customer A, an existing electric service customer of Consumers Energy Company (“Consumers”), entered into certain contracts with Consumers as a condition of being provided specified electrical service. Consumers notified Customer A on September 16, 2025 at 2:00 pm EDT that it intended to disclose these contracts, with some redactions, under a protective order in an unnamed proceeding. Such contracts were disclosed in response to a discovery request 21870-AG-CE-0478(c) (AG question #159(c)) in this case by 2:02 pm EDT that day, including to 15 individuals who are employees of the State of Michigan and thus subject to Michigan’s Freedom of Information Act (“FOIA”).

Customer A believes this disclosure, which contains trade secrets and confidential and sensitive business information of Customer A, will cause Customer A irreparable harm. Customer A also believes this disclosure is in violation of customer data privacy rules and tariff provisions intended to prevent such harm. Customer A therefore seeks to quash discovery request 21870-AG-CE-0478(b) and (c) to the extent those requests seek customer-specific information or individual contracts. In the alternative, it also seeks to quash these requests because the request is overbroad, and requires the production of highly sensitive commercial customer information irrelevant to the stated purpose of the request. Finally, due to the lack of a

statutory protection from FOIA in the statutory section granting the Michigan Public Service Commission (the “Commission”) ratemaking powers, the Protective Order is unlikely to prevent those public employees from having to disclose the produced information in response to a FOIA request from any member of the public. Because the burden posed on Customer A by disclosure significantly outweighs the value of the requested documents containing customer-specific information, this body should quash the disclosure of these materials in response to the discovery request.

Accordingly, and for the reasons explained below, Customer A seeks an order:

- a) quashing the portions of discovery question 21870-AG-CE-0478(b) and (c) (AG question #159(b) and(c)) that seek information identifying specific customers or their contracts; and
- b) requiring all parties that received the attachments in the confidential response from Consumers to discovery question 21870-AG-CE-0478(c) (AG question #159(c)), specifically the nine customer contracts, to delete any electronic copies of those attachments, destroy any printed copies of the same, and certify that they have complied with those orders; and
- c) requiring Consumers to notify any customer with which it has a contract at least three business days before producing that contract in discovery in this case, and require such notification include not only the materials intended to be produced, but a copy of the applicable request and including the docket number in which the request was made; and
- d) granting all other appropriate and lawful relief, including but not limited to a hearing this motion on September 30, 1:30 pm. if the motion is opposed.

I. Standard for a Motion to Quash Discovery

Under Michigan court rules, discovery may be circumscribed to prevent excessive, irrelevant, or unduly burdensome requests. MCR 2.302(C); *Cabrera v Ekema*, 265 Mich App 402, 407, 695 NW2d 78 (2005). MCR 2.302(B)(1) requires a court to evaluate whether the discovery that is sought is relevant and “proportional to the needs of the case, taking into account all pertinent factors, including whether the burden [] of the proposed discovery outweighs its likely benefit.” The Michigan Court of Appeals has upheld court orders that prescribe discovery procedures in order to prevent disclosure of confidential matters of third parties (including advance notice of requests and an opportunity to review the disclosures prior to production), or discovery of documents that are not relevant to determination of issues in the case. *See, e.g., Eyde v Eyde*, 172 Mich App 49, 50; 431 NW2d 459 (1988) (upholding decision to employ safeguards “designed to prevent the disclosure of confidential matters and to prevent discovery of documents that...are not relevant” concerning business ventures between the plaintiff and a third party.) In this case, when weighing the harms, it is worth noting that Michigan courts have found disclosure of trade secrets and loss of confidentiality of records of business and financial dealings can support a finding of immediate and irreparable injury, loss or damage. *See, e.g., Red D Freight, Inc v Sexton*, unpublished opinion of the Court of Appeals, issued October 24, 2017 (Docket No. 330834), 2017 WL 4818898, p 3–4.

II. Discovery Request at Issue

Customer A seeks to quash a portion of the AG’s discovery question #159 propounded in this matter. On information and belief, the portions of the discovery request that are the subject of this motion, 21870-AG-CE-0478(b) and (c) (AG question #159(b) and(c)), read as follows:

“Refer to Figure 58 on page 139 of Ms. Hayward’s direct testimony on HVD Strategic Customers capex. Please: []

b. For each customer project, provide the type of business the customer is involved in, the business location, the contract status (whether signed or not), the phase the project is currently in (scoping, conceptual design, engineering design, construction, completed), the project cost by year from inception to completion with and without any CIAC, and what facilities will be installed.

c. For each customer project, provide a copy of the signed contract and explain what provisions have been included in the contract for reimbursement of capital expenditures and O&M expenses incurred by the Company in case the customer abandons the project before completion of construction and also subsequent to start of operations but before the Company has recovered the full investment in the project.”

Consumers provided Customer A with its public response to those requests, including the following objection: “Consumers Energy Company objects to this discovery request because it requests information that is not relevant and that is personally identifiable Customer Account information that cannot be disclosed under Consumers Energy’s Customer Data Privacy tariff.” Consumers relied on this objection when declining to provide “the type of business and business location” requested in part (b).

In response to part (c), Consumers provided confidential attachments 3a, 3b, 4, 5, 6, 7, 8, 9, and 10, which it described as “copies of the signed contracts” and went on to say the following: “It can be explained that the Company’s contracts with customers depending on the type of contract have minimum billing requirements for certain energy usages and terms, and/or provisions for prorated payment of investments if the customer ceases operation prior to the end of the term of the contract. Additionally, the Company performs risk reviews on projects over \$1M and may require additional security (e.g. a letter of credit or parental guaranty) as a result of the review.”

Customer A seeks to quash the same portions of part (b) that Consumers objected to, for many of the same reasons: relevancy, violation of customer data privacy rules, and additionally that the harm to customers from the disclosure far outweighs any benefit to disclosure of that information. Additionally, it seeks to quash production of confidential attachments 3a, 3b, 4, 5, 6, 7, 8, 9, and 10, for the same three reasons.

III. Michigan Data Privacy Rules and Tariff Provisions

The protection of Customer A's data privacy is well established in the Commission's rules and tariff provisions. The Commission's data privacy rules are primarily found in the Consumer Standards and Billing Practices for Electric and Natural Gas Service, Mich Admin Code R. 460.153, with relevant definitions in Mich Admin Code R 460.102 and 102a. These rules require each electric utility to file for approval a "customer data privacy tariff that contains a customer data privacy policy." This policy must, among other things, "**protect all customer information or data collected for the utility from unauthorized [] disclosure.**" Mich Admin Code R. 460.153(2)(b) (emphasis added). Customer information may be disclosed without consent "in response to a warrant or court order, as required for collection activities, or as necessary for primary purposes." Mich Admin Code R. 460.153(2)(e). Primary purpose is defined in Mich Admin Code R. 460.102a(t) as follows:

- (t) "Primary purpose" means the collection, use, or disclosure of information that a utility collects or a customer supplies when an authorized business need exists or as an emergency response requires in order to do any of the following:
 - (i) Provide, bill, or collect for regulated electric or natural gas service.
 - (ii) Provide for system, grid, or operational needs.
 - (iii) Provide services as state or federal law requires or as the utility's approved tariff specifically authorizes.

(iv) Plan, implement, or evaluate programs, products, or services related to energy assistance, demand response, energy management, or energy efficiency.

As distinct from the individual data referenced above, the data privacy rules do not limit disclosure of “aggregate data, containing general characteristics of a customer group, which is used for analysis, reporting, or program design purposes.” 460.153(2)(h). Aggregate data is defined by Mich Admin Code R 460.102(b) as “any customer account information from which all identifying information has been removed so that the individual data or information of a customer cannot be associated with that customer without extraordinary effort.”

Consumers Energy tariff book Section C, Part V, C17 contains the required privacy policy that incorporates these same terms and restrictions. Like the rules, the tariff protects the disclosure of customer-specific account information and consumption data, including usage data including but not limited to amounts billed, information related to customer participation in utility programs including demand-side management and load management, and any information regarding a customer’s usage profile, including kW, kWh, voltage, var, power factor, or other information that is collected by the electric meter by the Company and stored in its systems. First Revised Data Sheets C-70.00-C.73.00 at C17.1.D and E. Consumers Energy, *Rate Book for Electric Service*, (Dec. 13, 2019), p 132, also available at <https://www.consumersenergy.com/-/media/CE/Documents/rates/electric-rate-book.pdf> (last accessed September 18, 2025).

IV. Data Privacy Policy Prohibits Disclosure of Customer Contracts

Customer A’s data privacy rights were violated by Consumers’ response to the AG’s discovery request. The customer contracts that were produced contain precisely the kind of unredacted, customer specific information protected by the Commission’s data privacy rules and

the tariff. As explained below, there is no exception to the data privacy rules that permits the production of these individual customer contracts in response to this discovery request, even if the name and location of the customer and the customer's substation is redacted.

First, Consumers was not operating in response to either a warrant or a court order, nor was it undertaking collection activities. Nor does its disclosure otherwise fall under the exception of 460.153(2)(e), because the disclosure was not "necessary for primary purposes." The disclosure of the contracts to the parties in this case in discovery was obviously not necessary for provision of the services to Customer A, billing of the services to Customer A, or collection of the monies for the services from Customer A. It was not necessary or even in furtherance of better operation of the grid or the electrical system. The disclosure was not required by state or federal law or specifically authorized by the utility's tariff. Finally, the purpose of the disclosure was not to evaluate any program, product or service related to energy assistance, demand response, energy management or energy efficiency – it was explicitly to aid the Attorney General in assessing whether Consumers would be able to recover funds unrelated to any of the listed product types. Therefore, this exception to the data privacy rules does not extend to allow the disclosure of these customer contracts.

Second, individual contracts are manifestly not "aggregate data." Contracts do not contain "general characteristics of a customer group" – such documents contain only data specific to a single customer. Indeed, contract information that was provided includes the time of day that a specific quantity of energy is expected to be used by a specific customer now and in the future. Nor does sending multiple individual contracts at one time result in that data being

“aggregated” – it is only collected.¹ Moreover, when only a few customer contracts are provided based on specific characteristics, individual data or information of a customer could be associated with that customer without extraordinary effort.

Customer A is not able to determine how many contracts for customers of each class were provided. But consider this hypothetical: only two or three contracts for customers in a specific class are provided. A customer knows one or two of its own contracts were included in the production. When it views this subset of contracts, it realizes there is only one contract that is not its own in its rate class. It knows another nearby business – perhaps a competitor – is also undergoing an expansion that likely requires an energy upgrade, and that business qualified for service under a particular rate. The customer has an additional hint as to the length of the other customer’s name by the size of the redaction. That customer now has discerned, without extraordinary effort, exactly the amount of money its competitor is required to put up in a letter of credit by year, the equipment its competitor is required to purchase by a specific date, the amount of energy that is expected to be used by its competitor at specific times of day, and the year in which its competitors capacity expansions are expected to come online. This is clearly the kind of sensitive customer information that can pose significant competitive harm when disclosed, and the kind of information the data privacy tariff was intended to protect.

Given the terms of the protective order, why does Customer A believe it would be possible for a competitor to see all the contracts in the first place, much less use the highly sensitive information gained for competitive purposes even if it was possible to determine a customer’s identity without extraordinary effort? As explained below, Customer A believes

¹Indeed the whole purpose of aggregate data is to sufficiently disguise any one individual customer’s information from public scrutiny.

there is a substantial risk that such contracts must be produced to any person who requested them from any employee or agency from the State of Michigan that received them if a person makes a request under Michigan's FOIA for those documents.

V. Michigan FOIA and Application to Materials Under the Protective Order

Customer A believes there is a substantial risk that the protective order in this case would not prevent the contracts at issue from disclosure to any member of the public via a FOIA request. According to the proof of service regarding the discovery response, employees working in the Attorney General's office, the Commission, and the Michigan Office of Administrative Hearings and Rules ("MOAHR") all received the documents. As explained below, these individuals are all subject to FOIA, and Customer A is not aware of an exception to FOIA that it is likely to prevent disclosure despite the existence of the protective order.

A. The Attorney General, the Michigan Public Service Commission and the Administrative Law Judge are all subject to FOIA.

The Office of the Attorney General and the MPSC are public bodies subject to FOIA. E.g. *Detroit Free Press, Inc v Dept of Atty Gen*, 271 Mich App 418; 722 NW2d 277 (2006) (Attorney General's office); *Residential Ratepayer Consortium v Pub Serv Comm'n*, 168 Mich App 476, 478; 425 NW2d 98 (1987) (MPSC). Additionally, the entity housing the administrative law judges ("ALJs"), MOAHR, is a division of the Department of Licensing and Regulatory Affairs, which is also subject to FOIA. E.g. *Forner v Dept of Licensing & Regulatory Affairs*, unpublished opinion of the Court of Appeals, issued July 18, 2017 (Docket No. 336742), 2017 WL 3044106. Information produced in discovery in this proceeding to public employees is therefore subject to public disclosure under FOIA unless there is an applicable statutory exemption to FOIA, regardless of the existence of a protective order.

Public records subject to FOIA include any “writing [] used, in the possession of, or retained by a public body in the performance of an official function, from the time it is created.” MCL 15.232(i). FOIA “presumes records are discloseable.” *Intl Union, United Plant Guard Workers of Am (UPGWA) v Dept of State Police*, 422 Mich 432, 441; 373 NW2d 713 (1985). “[O]nce a request under the FOIA has been made, a public body has a duty to provide access to the records sought or to release copies of those records unless the records are exempted from disclosure.” *Pennington v Washtenaw Co Sheriff*, 125 Mich App 556, 564; 336 NW2d 828 (1983), citing MCL 15.233(2).

B. A statutory exemption is needed to protect confidential customer data from disclosure under FOIA.

Customer contracts produced in this matter are subject to disclosure under FOIA –even if a protective order is in place – unless there is an applicable statutory exemption. In *American Civil Liberties Union of Mich v. Calhoun Co Sheriff’s Off*, 509 Mich 1; 983 NW2d 300 (2022), the Michigan Supreme Court overruled prior FOIA precedent to find that a regulation of any kind cannot be the basis for exempting public records from disclosure under MCL 15.243(1), because FOIA’s reference to exemptions is to *statutory* exemptions. Under that case, therefore, a statutory exemption must apply in order to exempt materials from disclosure under a FOIA request. As discussed below, Customer A has analyzed a number of possible statutory exceptions and finds they are all unlikely to be found to bar such disclosure, as discussed below.

1. Judicial exception to FOIA

FOIA obligations are not applied to the judiciary or their court clerks. MCL 15.232(h)(iv). The Administrative Law Judge in this matter, however, is not a member of the judicial branch of government. Instead, he is an employee working under MOAHR, an agency within the executive branch. See, e.g., MCL 445.2021 (executive reorganization order 2005-1

creating office of administrative hearings). The MOAHR website indicates queries regarding the process for making FOIA requests are frequently received and references a form to fill out to make such requests, in compliance with FOIA, demonstrating that it is an entity subject to FOIA. <https://www.michigan.gov/lara/bureau-list/moahr> (“Administrative Hearings Frequently Asked Questions” include “How do I submit a FOIA request?”) (accessed September 18, 2025). Thus, the FOIA exemption for the judiciary is inapplicable in this docket.

2. *FOIA exception for trade secrets*

Unlike the federal FOIA Act, Michigan’s FOIA exception that directly references “trade secrets or commercial or financial information”, MCL 15.243(f), only excepts such information in very limited circumstances that do not apply here. For the exception to apply, the protected disclosures must be voluntary and done subject to prior agreement. MCL 15.243(f). Here, Customer A was offered no opportunity to object or concur, and the disclosure was made by the utility in response to a discovery request, so unless a failure to bring a motion to quash is determined to be a voluntary production, there is little argument the production would qualify for this exception. Even if it did, any disclosure under this exception must also be subject to a promise of confidentiality “authorized by the chief administrative officer of the public body... at the time the promise is made.” MCL 15.243(f)(ii). Here, to Customer A’s knowledge, the Attorney General made no such promise of confidentiality in advance of the disclosure, nor has the Chair of the MPSC, nor has the Executive Director of MOAHR. Thus, none of the public bodies proposed to have access to personally-identifiable customer information if the motion was granted could rely on the trade secret exception to FOIA unless such an agreement predating the disclosure existed and the basis for the disclosure was voluntary.

3. *Federal Critical Energy Infrastructure Information (“CEII”) exception*

The Federal Power Act, 16 USC § 824o-1, has special provisions preventing disclosure of “critical energy infrastructure information” (“CEII”). Critical energy infrastructure is defined as “a system or asset of the bulk-power system, whether physical or virtual, the incapacity or destruction of which would negatively affect national security, economic security, public health or safety, or any combination of such matters.” 16 USC § 824o-1(a)(2). In order for information to be protected from disclosure as CEII, the statute provides that information must be “designated as critical electric infrastructure information” by the Federal Energy Regulatory Commission (including by falling under its promulgated regulations) or the Secretary of Energy. 16 USC § 824o-1(a)(3).

The regulation defines CEII as “specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure that: (i) Relates details about the production, generation, transportation, transmission, or distribution of energy; [and] (ii) Could be useful to a person in planning an attack on critical infrastructure.” 18 CFR § 388.113(2). Customer energy usage information, and the infrastructure to be added to the distribution system to accommodate the same, has not been formally designated by the federal government as CEII. Thus, this statutory exception is also unlikely to serve as a basis for a FOIA exemption for the contracts at issue.

C. The Administrative Procedures Act’s statutory provisions do not generally shield discovery in a contested case from disclosure.

Michigan’s Administrative Procedures Act (“APA”), which provides the statutory authority for the hearings held by this Commission, is devoid of a statutory provision allowing the ALJ or other agencies to exempt material from FOIA. The APA requires all agencies to promulgate rules describing “the methods by which the public may obtain information and

submit requests” as well as “prescribing procedures for contested cases.” MCL 24.233(2) and (3) The procedures for contested cases “must be consistent with [] applicable statutes.” Indeed, the APA’s language discussing public access to information for hearings held under its auspices suggests an intent for such proceedings to be subject to public disclosure.

As discussed below, there are statutory provisions that explicitly authorize the MPSC to authorize protective orders to shield specific materials from FOIA. Unfortunately, none of those provisions are found in the section of the law authorizing the Commission to set electric rates.

D. PA 3 of 1939 has no FOIA exception for proceedings under MCL 460.6a.

This matter concerns the setting of electric rates. The primary act governing nearly all proceedings before the MPSC, PA 3 of 1939 (the “PSC Act”), contains at least four references to FOIA – three of them creating an exception to FOIA for certain proceedings. None of these references are found in MCL 460.6a, the section governing the setting of electric rates.

MCL 460.6l discusses FOIA in the context of the Utility Consumer Protection Board, clarifying that its materials are subject to FOIA. The PSC Act section regarding the acquisition, control, or merger of a jurisdictionally regulated utility creates a clear FOIA exception for non-public materials designated confidential by the utility and authorizes the adoption of a protective order to that effect. MCL 460.6q(10). Nearly identical exception language is found in MCL 460.10d(7) and (8), regarding records in support of requests for recovery of certain enhanced security costs.

Finally, the section of the PSC Act governing the retail open access queue for customers creates an exception to FOIA to prevent public disclosure of individual customer information (emphasis added):

The filing must include the estimated amount of electricity used by each customer awaiting retail open access service under subdivision

(g). All customer-specific information contained in the filing under this subdivision is exempt from release under the freedom of information act, 1976 PA 442, MCL 15.231 to 15.246, and the commission shall treat that information as confidential information. The commission may release aggregated information as part of its annual report **as long as individual customer information or data are not released.**

MCL 460.10a(h).

Thus, while there is a demonstrable statutory interest in shielding individual customer information and data from public release in the PSC Act, there is no exception to FOIA in the statutory section that is central to the MPSC's regulation of electric rates.

E. Authorization for the MPSC to protect trade secrets via a protective order is found in rule, not statute.

While the MPSC has adopted rules protecting trade secrets disclosed in Commission proceedings (Mich Admin Code R 792.11105), its rule predated, and is likely rendered void, by the Michigan Supreme Court's decision in *ACLU of Mich*, 509 Mich 1. In that decision, the Michigan Supreme Court found that a sheriff could not rely on an explicit disclosure exemption in federal *regulation* to prevent disclosure of a detainee's name in response to a Michigan FOIA request, even if the federal regulation exempting such disclosures had the force of law. The court reasoned that since Michigan's FOIA exception references statutes but not regulations, any exception to FOIA must rely on a statutory (not regulatory) exemption. *Id.* It is unlikely the courts would find the Commission's rules, which are not a statute, provide protection against disclosure in the face of a Michigan FOIA request if federal regulations did not do so. The fact that (as discussed above) other portions of the PSC Act provide explicit authorization for FOIA exceptions would likely be considered in determining whether there is any power to exempt materials from FOIA disclosure in this proceeding.

This proceeding is held under the auspices of the executive branch, and therefore subject to FOIA – a statutory mandate for public disclosure that is not obviously offset by any contravening statutory mandate protecting customer privacy. Therefore, the production of highly sensitive, customer-specific commercial information is at risk of public disclosure once produced in this proceeding. Such a disclosure is not permitted by tariff rules. However, even if it were, because of this high risk of harm by making commercially sensitive customer-specific data public, a review of relevancy in addition to the balancing of the harms weighs against the production of discovery in this case, as described below.

VI. The stated objective for discovery could be met in ways that avoid disclosure of irrelevant information and in a manner that eliminates the potential harm to individual customers.

The discovery question at issue specifically asks, in addition to the contracts, for Consumers to explain what provisions have been included in the contract for reimbursement of capital expenditures and O&M expenses incurred by Consumers in case a customer abandons the project before completion of construction and also subsequent to start of operations but before the Company has recovered the full investment in the project. Consumers did provide a general discussion of those provisions.

Additionally, in lieu of the disclosing the specific customer contracts, Consumers could have provided an aggregation of the relevant data from each of the nine contracts. For instance, the Company could have reported an overall amount required under the nine contracts in letters of credit compared to the total expected cost outlays by the Company expected under those contracts, to illustrate the protections available for costs that would need recovery. Instead, the Company provided individual customer contracts, which contained large amounts of unredacted,

irrelevant, yet commercially sensitive and customer-specific information. To give just a few examples of information not already mentioned that was disclosed despite being customer-specific and sensitive, and complete irrelevant to the stated purpose of the question:

- the customer-specific System Contribution Charge, even though that charge would only be paid if the customer continued to take service and those amounts would be recovered through a different mechanism if customer ceased service at any point;
- the location of the point of ownership change between the customer and Consumers, including the expected electrical input parameters at the customer's facility, even though such information is irrelevant to the issue at hand; and
- a description including the voltage of specific equipment that the customer would be required to procure at its own cost to allow service to commence, despite the fact that such costs would never be borne by Consumers.

As these show, even if the disclosure of the individual customer contracts was not a violation of the law and rules, it is still an unnecessarily burdensome request, which has resulted in the disclosure of a great deal of customer-specific, sensitive information that is of no value in addressing the stated purpose for the question. Moreover, all the relevant information could be aggregated to permit disclosure in accordance with data privacy rules while also excluding irrelevant material. Because the interests of the parties in discovery can be preserved without resorting to discovery methods that expose irrelevant customer-specific and sensitive information to public disclosure, Customer A's motion to quash should be granted and the nine contracts at issue that were produced should be clawed back.

VII. Conclusion

The data in question here was produced contrary to Michigan's data privacy laws and rules, and without meaningful notice to Customer A to prevent its disclosure despite its sensitive nature. When the law provides few ways to protect information produced in discovery from becoming publicly available, both the applicable privacy rules and the general principles regarding when discovery should be curtailed support protecting individual customer information, like contracts, from disclosure. Here, the stated purpose of the discovery request can be met without production of the contracts, customer locations, or business lines that have the potential to cause significant commercial harm to customers and which are not permitted to be disclosed under the applicable law. Failure to do so risks making these contracts, and the commercially sensitive and trade secret information they contain, broadly available, to the immediate harm of customers who were given no chance to prevent such disclosures. Therefore, it is appropriate to apply laws regarding the need to balance privacy interests and discovery needs and require the contracts produced in contravention of the data privacy rules to be clawed back and order only those productions that can eliminate the irrelevant, customer-specific information while providing relevant, aggregated data. It is also appropriate to ensure that in the future, customers receive enough advance notice to allow them a chance to protect their information from disclosure, especially when their protected data is being provided to parties that may be required to disclose it to the public.

For these reasons, Customer A requests and order granting the relief requested. To the extent this motion is opposed, Customer A moves for a hearing on September 30 at 1:30 pm.

Dated: September 18, 2025

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STATE OF MICHIGAN
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In the matter of the application of
CONSUMERS ENERGY COMPANY for
Authority to Increase Its Rates for the
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for Other Relief.

U-21870

ALJ Jonathan F. Thoits

PROOF OF SERVICE

On the date below, an electronic copy of the **Motion by Customer A to Quash a Portion of a Discovery Request and Production to Prevent the Improper Disclosure of Its Confidential Information** was served on the following:

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The statements above are true to the best of my knowledge, information and belief.

Dated: September 18, 2025

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