

**IN THE TENNESSEE PUBLIC UTILITY COMMISSION
AT NASHVILLE, TENNESSEE**

IN RE:)
)
PETITION OF ISHA FOUNDATION, INC.)
FOR DECLARATORY JUDGMENT) **DOCKET NO. 26-00034**
)
)

**CONSUMER ADVOCATE’S FIRST DISCOVERY REQUEST
TO ISHA FOUNDATION, INC.**

This First Discovery Request is hereby served upon the ISHA Foundation, Inc. (“ISHA”) by the Consumer Advocate Division of the Office of the Tennessee Attorney General (“Consumer Advocate” or “CAD”), pursuant to Rules 26, 33, 34 and 36 of the Tennessee Rules of Civil Procedure and Tenn. Comp. R. & Reg. 1220-1-2-.11. The Consumer Advocate requests that full and complete responses be provided pursuant to the Tennessee Rules of Civil Procedure. The responses are to be produced at the Office of the Tennessee Attorney General and Reporter, Consumer Advocate Division, 500 Dr. Martin L. King Jr. Blvd., Nashville, Tennessee 37243, c/o Shilina Brown, on or before 2:00 p.m. (CDT), June 22, 2026, as set forth in the proposed procedural schedule.

PRELIMINARY MATTERS AND DEFINITIONS

1. **Continuing Request.** These discovery requests are to be considered continuing in nature and are to be supplemented from time to time as information is received by the Producing Party and any of its affiliates which would make a prior response inaccurate, incomplete, or incorrect.

2. **Clear References.** To the extent that the data or information requested is incorporated or contained in a document, identify the document including page/line number if applicable.

3. **Format of Responses.** Provide all responses in the format in which they were created or maintained, for example, Microsoft Word or Microsoft Excel format with all cells and formulas intact and in working order. If a document (including without limitation a financial or other spreadsheet or work paper) is not created or maintained in Microsoft Excel format, convert the document to Microsoft Excel format or provide the document in a format that enables or permits functionality like or similar to Microsoft Excel (including without limitation the functionality of working cells and formulas), or provide the software program(s) that will enable the Consumer Advocate to analyze the data and information in the same manner as would be enabled or permitted if the document were provided in Microsoft Excel format.

4. **Objections.** If any objections to this discovery are raised based on privilege or immunity, include in your response a complete explanation concerning the privilege or immunity asserted. If you claim a document is privileged, identify the document, and state the basis for the privilege or immunity asserted. If you contend that you are entitled to refuse to fully answer any of the discovery, state the exact legal basis for each such refusal.

5. **Singular/Plural.** The singular includes the plural, and vice versa, where appropriate.

6. **Questions.** Any questions regarding this discovery request should be directed to the attorneys listed as issuing this Request.

7. **Definitions.** For the purposes of this Request, the following terms have the following meanings:

(a) “You,” “Your,” “Company,” or “ISHA,” shall mean ISHA Foundation, Inc., including ISHA Yogi Golf, ISHA Institute for Inner-sciences and all employees, agents, attorneys, representatives, or any other person acting or purporting to act on its behalf.

(b) “Affiliate” shall mean any entity who, directly or indirectly, is in control of, is controlled by, or is under common control with the Company. For greater clarification, “control” is the ownership of 20% or more of the shares of stock entitled to vote for the election of directors in the case of a corporation, or 20% or more of the equity interest in the case of any other type of entity, or status as a director or officer of a corporation or limited liability company, or status as a partner of a partnership, or status as an owner of a sole proprietorship, or any other arrangement whereby a person has the power to choose, direct, or manage the board of directors or equivalent governing body, officers, managers, employees, proxies, or agents of another person. In addition, the term “Affiliate” shall mean any entity that directly or indirectly provides management or operational services to the Company or any affiliate (as defined in the preceding sentence) of the Company, or to which the Company provides management or operational services. Further, the payment of money to the Company or receipt by the Company of money from an entity with which the Company has any relationship, other than such payment or receipt, shall include the payor or recipient of such money as an “Affiliate.”

(c) “Communication” shall mean any transmission of information by oral, graphic, written, pictorial or otherwise perceptible means, including but not limited to personal conversations, telephone conversations, letters, memoranda, telegrams, electronic mail, newsletters, recorded or handwritten messages, meetings, and personal conversations, or otherwise.

(d) “Document” shall have the broadest possible meaning under applicable law. “Document” shall mean any medium upon which intelligence or information can be recorded or retrieved, such as any written, printed, typed, drawn, filmed, taped, or recorded medium in any manner, however produced or reproduced, including but not limited to any writing, drawing, graph, chart, form, letter, note, report, electronic mail, memorandum (including memoranda, electronic mail, report, or note of a meeting or communication), work paper, spreadsheet, photograph, videotape, audio tape, computer disk or record, or any other data compilation in any form without limitation, which is in your possession, custody or control. If any such document was, but no longer is, in your possession, custody or control, state what disposition was made of the document and when it was made.

(e) “Person” shall mean any natural person, corporation, firm, company, proprietorship, partnership, business, unincorporated association, or other business or legal entity of any sort whatsoever.

(f) “Identify” with respect to:

- i. Any natural person, means to state the full name, telephone number, email address and the current or last known business address of the person (if no business address or email address is available provide any address known to you) and that person's relationship, whether business, commercial, professional, or personal with you;
- ii. Any legal person, business entity or association, means to state the full name, the name of your contact person with the entity, all trade name(s), doing business as name(s), telephone number(s), email address(es), and current or last known business address of such person or entity (if no business address is available provide any address known to you);
- iii. Any document, means to state the type of document (e.g., letter), the title, identify the author, the subject matter, the date the document bears and the date it was written; and
- iv. Any oral communication, means to state the date when and the place where it was made, identify the person who made it, identify the person or persons who were present or who heard it, and the substance of it.

(g) "And" and "or" shall be construed conjunctively or disjunctively as necessary to make the discovery request inclusive rather than exclusive.

(h) "Including" shall be construed to mean including but not limited to.

FIRST SET OF DISCOVERY REQUESTS

1-1. Operations. Will ISHA be providing utility services to guests and/or residents in the ISHA Yogi Golf community? If so, what utility services will ISHA be providing?

RESPONSE:

1-2. Operations. What utility services is ISHA currently providing to guests, students, employees, and residents (if any) at the ISHA Institute of Inner-Sciences in Warren County, Tennessee?

RESPONSE:

1-3. Operations. Will the water and wastewater services provided by ISHA be available for public use by patrons of ISHA Yogi Golf?

RESPONSE:

1-4. Operations. What services or events are open to the public hosted by ISHA on its property? This includes the public who pay a registration fee or other fee to access the services or events hosted by ISHA on its property.

RESPONSE:

1-5. Operations. Is the ISHA Institute currently expanding and developing the necessary amenities for a city?

RESPONSE:

1-6. Operations. Who will operate the utility services that ISHA provides to guests and residents?

RESPONSE:

1-7. Operations. Will ISHA use third party operators to maintain and operate the utility services that ISHA provides to guests and residents? If yes, provide a copy of the agreement with the third-party operators.

RESPONSE:

1-8. Operations. Will the water services provided by ISHA to Lessees of the 102 home sites in the ISHA Yogi Golf community be metered?

RESPONSE:

1-9. Operations. If water service is not metered to the Lessees, will the water services provided to the Lessees be billed at a flat rate per home or per bedroom?

RESPONSE:

1-10. Operations. Will the water services provided by ISHA to Lessees of the ISHA Yogi Golf be metered?

RESPONSE:

1-11. Ownership. Describe all entities affiliated with ISHA and describe the ownership structure.

RESPONSE:

1-12. Ownership. Identify all persons or entities holding a direct or indirect ownership interest in ISHA.

RESPONSE:

1-13. Agreements. Identify and describe all agreements between ISHA and any affiliated and non-affiliated entity concerning the provision of utility services. Provide copies of all such agreements.

RESPONSE:

1-14. Assets. Identify any utility assets owned, leased or operated by ISHA.

RESPONSE:

1-15. Construction. How many phases of construction are planned for ISHA Yogi Golf? What is the current phase of construction for ISHA Yogi Golf?

RESPONSE:

1-16. Electricity. Provide the name of the electricity provider for residents of ISHA Yogi Golf community. Will residents of ISHA Yogi Golf community be billed for electricity? If so, how? Will each residence have an electric meter?

RESPONSE:

1-17. Electricity. Provide all written communication between representatives of ISHA and Warren County Utility District (“WCUD”) in which WCUD has indicated it cannot provide electric service to ISHA.

RESPONSE:

1-18. WCUD. Is the WCUD able to provide and serve water services to any portion of Isha's 40,000 acre property in Tennessee? If so, identify in detail what areas of ISHA's property the WCUD currently serves and provides water services. Provide a map of the ISHA property and areas clearly marked and identified.

RESPONSE:

1-19. WCUD. In communications with WCUD, to what extent did WCUD indicate how much infrastructure (system, pipes, how many miles of pipe, pumps, etc.) would be necessary to serve the Isha Yogi Golf project? What is the estimate of the cost? Provide all supporting documentation of the estimate of costs.

RESPONSE:

1-20. WCUD. In communications with WCUD, did WCUD provide a financial estimate to ISHA about the amount needed to be invested by ISHA or WCUD to develop the infrastructure at ISHA to serve the Isha Yogi Golf community or other development on ISHA's 40,000 acre site? What is the financial estimate? Provide all supporting documentation to the financial estimate.

RESPONSE:

1-21. WCUD. Provide copies of all written communication between representatives of WCUD and representatives of ISHA in which WCUD indicates it could not and/or would not provide water service to ISHA Yogi Golf or any other ISHA development.

RESPONSE:

1-22. WCUD. The *Petition* at page 2 states that the WCUD would oppose a request or not respond to a request by ISHA that was made to the “relevant county executives” asking to amend the exclusive service area of the WCUD. Provide all written communications that indicate this is the position of the WCUD or any county executive.

RESPONSE:

1-23. WCUD. Provide copies of all written communication between representatives of WCUD and representatives of ISHA in which WCUD has offered to provide water service to the ISHA Yogi Golf community, including any limitations and conditions.

RESPONSE:

1-24. WCUD. Provide the case law, statute, rule or other legal authority supporting the premise stated by ISHA that it is necessary for the WCUD to issue a ruling that the public need for water service requires another provider.

RESPONSE:

1-25. WCUD. Has ISHA received any written communication from WCUD, local government(s) and public water and wastewater utilities in or near the proposed service area stating that they are unable to provide water or wastewater services to the proposed service area and/or that they are unable or unwilling to provide water or wastewater service to the proposed service area within the prior twelve (12) months? Provide copies of all such communications.

RESPONSE:

1-26. WCUD. Has ISHA had any verbal discussions and/or any communications with the WCUD concerning ISHA's intent to provide wastewater service to the proposed service area? If so, provide the contents and details of such verbal discussions or communications. Provide copies of all such written communications.

RESPONSE:

1-27. Advertising/Marketing. Has ISHA advertised or marketed the ISHA Yogi Golf community development? If so, identify in what media form(s). Provide all copies of advertisements, mailers or links to video recordings of all such advertising and/or marketing.

RESPONSE:

1-28. Lot Lease. Refer to the *Petition of ISHA Foundation, Inc. for Declaratory Order*, Exhibit A, Q7. Provide the details of the 99-year lot lease that ISHA anticipates entering with Lessees. Provide a copy of the lease(s).

RESPONSE:

1-29. Lot Lease. Has ISHS drafted the lot lease for the ISHA Yogi Golf homeowners? Provide a copy of the draft lease ISHA intends to use for leasing the 102 lots in the ISHA Yogi Golf community.

RESPONSE:

1-30. Lot Lease. In prior lot lease agreements used by ISHA, has ISHA included in the lease agreement that the Lessee is responsible for payment of all utilities? Provide a copy of all such a lease(s).

RESPONSE:

1-31. Lot Lease. Provide an example of the lot lease agreement that ISHA Yogi Golf intends to use for the 99-year lease.

RESPONSE:

1-32. Lot Lease. Provide a detailed explanation of how ISHA intends to recoup the expenses for providing water and wastewater utilities provided to the Lessees of the 102 single family lots at ISHA Yogi Golf.

RESPONSE:

1-33. Lot Lease. Will the cost of utilities be imbedding in the lease fee?

a.) Will the Lessee pay the tap fees and other initial fees to be connected to utility services provided by ISHA?

b.) If not, who will pay the tap fees and other initial connections fees for individual lot Lessees?

RESPONSE:

1-34. Lot Lease. Will ISHA be passing on the cost of connection and other initial fees to Lessees through an initial fee or monthly lease charges? If not, who will be responsible for the expense of ISHA providing utility services to lot Lessees and homeowners?

RESPONSE:

1-35. Lot Lease. Describe in detail how ISHA will recoup the cost of providing utility services to Lessees.

RESPONSE:

1-36. Lot Lease. Does ISHA or the ISHA Yogi Golf HOA intend to provide utilities without any charge to Lessees or homeowners?

(a) If not, who will pay for utility services?

(b) How will the ISHA Yogi Golf HOA be reimbursed for utility services?

RESPONSE:

1-37. Lot Lease. If ISHA Yogi Golf charges Lessee's for utility services, what will be the basis for the charges?

a.) By usage?

b.) By number of rooms?

c.) Flat lot fee?

RESPONSE:

1-38. Expenses. Provide an explanation of the estimated expenses that ISHA may incur to comply with TDEC drinking water regulations.

RESPONSE:

1-39. WCUD Exclusive Rights. If ISHA provides or is providing water service to Lessees on leased lots within the exclusive water service area of the WCUD, does WCUD no longer have the exclusive statutory right to provide service through laches or by its inability to provide services to ISHA in other portions of its service area?

RESPONSE:

1-40. WCUD Exclusive Rights. Has the WCUD sought to exclude serving ISHA Yogi Golf or any other ISHA development? If so, provide further explanation of the action WCUD has taken to preserve its exclusive right to serve the ISHA 40,000 acre property.

RESPONSE:

1-41. WCUD. What are the financial conditions, financial commitments or other conditions proposed by the WCUD for it to provide services to the proposed ISHA Yogi Golf project? Provide all supporting documentation reflecting the financial conditions and financial commitments with WCUD?

RESPONSE:

1-42. WCUD. If the WCUD has provided permission for ISHA to provide water service to the Isha Yogi Golf project, provide the details of any oral or written communications or documents memorializing the permission that the WCUD has granted to serve this area.

RESPONSE:

1-43. WCUD. If the WCUD has provided permission for ISHA to provide water service to the ISHA Yogi Golf project, describe the extent and limits, including geographical limits, of the permission granted. Provide documentation of the permission granted.

RESPONSE:

1-44. Public Utility. In the Testimony of Dr. Usha Doshi, accompanying the *Petition*, Dr. Doshi makes the statement that the water provided to tenants will be at no extra charge and that ISHA will not be a public utility service. Provide an explanation of what Dr. Doshi defines as a “public utility service.”

RESPONSE:

1-45. Public Utility. In Tenn. R & Regs. 1220-04-03-.03, public utility is defined as any person, partnership, corporation, company, association, or two (2) or more persons having a joint or common interest who owns, operates, or manages any facility used for or in connection with the diverting, developing, pumping, impounding, treating, distributing or furnishing of water to or for the public for compensation within the state. Explain how ISHA does not fall squarely within the definition of a public utility.

RESPONSE:

1-46. Compliance Issues. Does ISHA have any pending compliance issues with the Tennessee Department of Environment & Conservation (“TDEC”)?

RESPONSE:

1-47. TDEC Enforcement Actions. Has the TDEC issued any Notices of Violation (“NOV”) against ISHA? If so, provide a copy of the NOV.

RESPONSE:

1-48. TDEC Enforcement Actions. Has TDEC issued any administrative enforcement order (e.g. Director’s Order or Commissioner’s Order) against ISHA? If so, provide a copy or copies of the administrative enforcement order(s).

RESPONSE:

1-49. TDEC Enforcement Actions. Has TDEC filed a judicial enforcement action (i.e. Chancery Court petition) against ISHA? If so, provide all details, including, but not limited to, the name and docket number of the court of the agency where such action(s) was filed or are pending and provide orders for each enforcement action against ISHA by TDEC.

RESPONSE:

1-50. TDEC Enforcement Actions. Provide all amounts of penalties assessed against ISHA for environmental enforcement violations, including whether the enforcement actions have been resolved and whether penalties have been satisfied with TDEC.

RESPONSE:

1-51. TDEC Enforcement Actions. Provide a list of any resolved environmental compliance issues ISHA has for violations cited by TDEC, including any unpaid penalties owed to TDEC? Include any matters with TDEC that are in the appeal process.

RESPONSE:

1-52. Lawsuits. Does ISHA have any pending lawsuits? If so, provide the details of each lawsuit filed in the State of Tennessee against, or by ISHA.

RESPONSE:

1-53. Public Utility. Has ISHA been deemed to be a public utility in any other proceeding before the Tennessee Public Utility Commission? If so, provide the name of the docket and the docket number of the proceeding(s).

RESPONSE:

1-54. Jurisdictional Treatment. Provide copies of all case law, statutes and regulatory commission orders stating that ISHA is not required to obtain a certificate of convenience and necessity (“CCN”) if it is providing water services free of charge to visitors, guests and residential owners on the ISHA Golf community site.

RESPONSE:

REQUEST FOR ADMISSIONS

1-55. Admit or Deny that the proposed ISHA Yogi Golf project is located within the service territory of WCUD. If you deny this statement, provide the factual basis for doing so.

RESPONSE:

1-56. Admit or Deny that the WCUD has indicated to ISHA that WCUD cannot, under any circumstances, provide water service to the proposed ISHA Yogi Golf. If you deny this statement, provide the factual basis for doing so.

RESPONSE:

1-57. Admit or Deny that the WCUD is willing, under specific conditions and/or financial commitments, to provide water service to the proposed ISHA Yogi Golf. If you deny this statement, provide the factual basis for doing so.

RESPONSE:

1-58. Admit or Deny that the proposed water source for the ISHA Yogi Golf project currently has levels of manganese beyond 0.05mg/L. If you deny this statement, provide the factual basis for doing so.

RESPONSE:

1-59. Admit or Deny that the proposed water source for ISHA Yogi Golf requires manganese removal to achieve and maintain a 0.05mg/L manganese level. If you deny this statement, provide the factual basis for doing so.

RESPONSE:

1-60. Admit or Deny that, at present, the Tennessee Department of Environment and Conservation (“TDEC”) has not approved a pilot study plan for the proposed water source. If you deny this statement, provide the factual basis for doing so.

RESPONSE:

1-61. Admit or deny that in Tennessee a utility district may possess exclusive service rights, but in Tennessee those rights are not absolute. If you deny this statement, provide the factual basis for doing so.

RESPONSE:

1-62. Admit or deny that Tennessee law expressly contemplates challenges based upon a district’s ability to serve. *See* Tenn. Code Ann. § 7-82-301(1)(B). If you deny this statement, provide the factual basis for doing so.

RESPONSE:

RESPECTFULLY SUBMITTED,



SHILINA BROWN (BPR No. 020689)

Senior Assistant Attorney General

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TPUC Docket 26-00034

CA's First DR to ISHA Foundation

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served via electronic mail, and upon request via U.S. Mail, upon:

Henry Walker, Esq.
Bradley Arant Boult Cummings LLP
1221 Broadway, Suite 2400
Nashville, TN, 37203
Email: hmwalker@bradley.com

This the 15th day of June 2026.



SHILINA BROWN
Senior Assistant Attorney General