

Antonia Hover

From: Angie Calhoun
Sent: Monday, October 01, 2018 3:02 PM
To: Consumer Correspondence
Cc: Diane Hood
Subject: FW: To CLK Docket 20180049-EI
Attachments: Fwd class action lawsuit; E-Form Other Complaint TRACKING NUMBER 127597; E-Form Other Complaint TRACKING NUMBER 127598; E-Form Other Complaint TRACKING NUMBER 127599

[Consumer correspondence for docket 20180049.](#)

From: Diane Hood
Sent: Monday, October 01, 2018 2:40 PM
To: Angie Calhoun
Subject: To CLK Docket 20180049-EI

Antonia Hover

From: Beatrice Balboa <beatricebalboa@gmail.com>
Sent: Monday, October 01, 2018 12:22 PM
To: Consumer Contact
Subject: Fwd: class action lawsuit
Attachments: FPL Hurricane Irma Power Outage Lawsuit Can Proceed _ Miami New Times.pdf; FPL Sued for Inadequate Hurricane Irma Response in Miami _ Miami New Times.pdf; FPL Class Action – FPL Class Action.pdf; FPL CASE.pdf

As you are probably aware of the latest issues with FPL dilapidated, deteriorated and degraded electrical infrastructure in Broward County and/or the State of Florida, a class action lawsuit is ongoing, alleging there are significant issues and concerns with FPL electrical infrastructure . Please note we are at the start of October 2018 and safety is paramount to ensure and assure hardworking taxpayer residents of the Pompano Beach Aegean peace of mind from such catastrophes. I look forward to some positive feedback in this most important matter.

Sincerely,

Beatrice Balboa

1010 South Ocean Boulevard, Apt. 1008

Pompano Beach, Fl 33062-6631



Florida Power & Light

Judge Rules Class-Action Suit Over FPL's Irma Outages Can Move Forward

JERRY IANNELLI | MAY 2, 2018 | 9:56AM

In the long, hot, powerless days after Hurricane Irma, Miamians grew all sorts of irate at Florida Power & Light, South Florida's largest electricity company. After sweltering for more than a week without power, a group of sweaty Miami-area residents sued FPL last year over the widespread outages after the storm.

Despite the fact that FPL says it spent more than \$3 billion hardening its power grid after Hurricane Wilma hit in 2005, 4.4 million of the company's 4.9 million customers (about 90 percent) lost power during last year's hurricane despite the fact that Miami ended up avoiding sustained hurricane-force winds. In their **class-action lawsuit against FPL, filed in county court September 26**, the residents alleged the company misspent those storm-hardening funds.

This past Tuesday, Circuit Judge David C. Miller ruled the suit can continue despite FPL's moves to dismiss the case. Miller denied the power company's motion and ordered FPL and its parent company, NextEra Energy, to answer the complaint within 20 days.

The residents say the judge's ruling opens the door to get some measure of compensation for everyone in Miami who paid for a hardened system but ended up roasting for days after Irma.

"At stake for FPL are the claims of all customers who paid for storm-recovery charges and nevertheless lost power for a prolonged period in the sweltering summer heat after Hurricane Irma's outer bands unleashed tropical storm force winds in the South Florida area," a law firm representing the plaintiffs said in a statement. "Because of the extended electrical outage, FPL customers were exposed to dangerous conditions and suffered consequential damages."

FPL – a massive state-regulated monopoly that made a \$1.8 billion net profit in 2017 – routinely comes under fire after major storms and power outages. After mass blackouts post-Wilma, the company took huge flak and promised to harden its grid to prepare for the next hurricane.

A major storm somehow didn't hit Miami again until Irma, and in that time, FPL raised rates on consumers in order to pay for the \$3 billion in upgrades meant to protect the grid from the next 'cane. FPL maintains the upgrades were only meant to help restore power faster after a storm rather than prevent power outages. Though more customers lost power during Irma than Wilma, FPL says its statistics show the company restored power quicker than it did after Wilma.

But critics have questioned why that \$3 billion wasn't spent on other storm-hardening fixes, such as [setting up solar-power microgrids](#) that could have helped communities power themselves during outages. The lawyers for the plaintiffs also argue that FPL should have buried more power lines; the company has committed to placing more lines underground post-Irma after public outcry. (Coral Gables has [also sued FPL after the city claimed the company botched its storm-hardening procedures.](#))

FPL filed a motion to dismiss the class-action suit this past February and argued the company was upfront about what the "solar hardening" initiatives would fix. The company says consumers were warned the upgrades wouldn't prevent power outages. (FPL also argued that the Florida Public Service Commission, the state regulatory board accused of being cozy with energy companies, is the only body that can impose regulations on what the company can and cannot spend its money on.) FPL's lawyers argued that the case's ten plaintiffs "failed to connect their hyperbolic references to FPL's allegedly massive failures to any actual damages" they allegedly suffered.

A circuit judge, however, disagreed.

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Photo by Jerry Iannelli

Miami Residents to File Class-Action Suit Against FPL for Allegedly Inadequate Irma Preparation

JERRY IANNELLI | SEPTEMBER 18, 2017 | 5:36PM

Florida Power & Light, Miami's regulated electricity monopoly, has been collecting extra fees from its customers (everyone in South Florida and the state's east coast) since Hurricane Wilma hit in 2005 to gird its power grid against tropical storms. **But after Hurricane Irma knocked out power to roughly 90 percent of FPL customers last week, residents became upset** – and cities **including Coral Gables** and Pinecrest threatened to sue FPL if it didn't get the cities' power back by Sunday night.

Today two South Miami-Dade residents beat those cities to the punch by announcing plans to file a class-action lawsuit against the power company for what they claim was a decade of poor planning and wasted "resiliency" money.

"This complaint is going to bring to light what FPL is all about," lawyer Gonzalo Dorta said at a news conference in South Miami-Dade today. "FPL basically, on the back of its customers, [is] financing this company that no one can compete against – it's a monopoly. And they're receiving millions of dollars from their consumers who are receiving nothing in return."

FPL, however, maintains it was able to restore power to residents four times faster than it did after Hurricane Wilma in 2005. A court will now decide whether the company has spent its money wisely for the past 12 years.

Dorta said FPL's allegedly inadequate preparation for Irma made him question whether the company should continue to receive special treatment from the Florida Legislature, which regularly proposes laws favorable to the company's bottom line. **(Those laws have, at least in one case, been written by FPL employees.)**

Dorta's colleague, John H. Ruiz, noted that FPL's allegedly lax storm-preparation methods "impact[ed] more than 4 million" FPL customers, thus meriting a class-action suit. The lawyers questioned why FPL did not work harder to bury more power lines underground in the 12 years since Wilma; they noted that many areas with underground power lines either did not lose power or regained power far faster than other areas. Had FPL done more to prepare, the legal team claims, perhaps eight elderly people might not have died in a Hollywood nursing home last week. The lawyers also say FPL did not do nearly enough to trim trees and keep lines reinforced in the days before Irma hit.

"Hurricanes are announced beforehand," Ruiz noted.

The two plaintiffs – Sandra Speier and Octavio Fernandez – say they lost power Sunday morning and still don't have electricity in their homes. They're suing FPL for breach-of-contract: If the company charged customers to increase its "storm resiliency," they argue the grid should have been far more "resilient" during the storm.

"They've been charging us storm-recovery fees," Speier said. "They're going to try to add a storm-recovery fee for this too." (Speier said she once briefly worked for FPL as a temp.)

FPL originally said all of its customers on the east side of the state would have power back by Sunday night. But on Saturday, the company "updated" its projections and warned that many customers in the southern half of Miami-Dade County would not get their electricity back until Tuesday. ("Powerless Get Hotter as FPL Blows Restoration Deadline," a headline in the typically tame *Miami Herald* read today.) As of 7 this morning, 53,380 Miami-Dade residents still did not have power.

FPL says that between hurricanes Wilma and Irma, the company spent more than \$3 billion hardening its power grid to prevent major damage from future hurricanes. Residents across Florida are now asking where all of that money went. **Most of Miami-Dade County experienced winds equivalent to that of only a Category 1 or 2 storm – now many people worry what Miami would look like right now had Irma's eye wall hit the center of town.**

During Wilma, 3.24 of FPL's then-4.3 million customers (about 75 percent) lost power, many for more than two weeks. Twelve years later, the larger Irma knocked out 4.4 of FPL's now-4.9 million customers – about 90 percent. FPL was able to restore power for most of its customers within a week, but tens of thousands still remain without electricity, and many harder-hit FPL customers in Southwest Florida will likely still be powerless for roughly two weeks or more.

FPL regularly raises rates on customers in the name of storm resiliency and for years has run PR campaigns and TV ads bragging about its storm readiness. In the meantime, the company regularly makes more than \$1 billion in pure profit per year. In 2016, the company made \$1.7 billion.

Angry residents – many of them sweltering in their homes without electricity all week – are now asking why the company deserves to rake in billion-dollar profits if its electrical grid cannot handle Category 1 or 2 winds.

"They spent a lot of time advertising that they were ready," Speier said today. "Obviously, they weren't."

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PRESS RELEASE:

COURT RULES IN FAVOR OF CONSUMERS IN CLASS ACTION AGAINST FLORIDA POWER & LIGHT COMPANY

Despite Florida Power & Light Company's ("FPL") contention that the class action filed against it by its customers who experienced prolonged power outages following Hurricane Irma was frivolous, the electrical utility monopoly received its first blow at a motion to dismiss hearing on Monday.

In contrast, customers represented by Alfredo J. Armas, Gonzalo Dorta, John H. Ruiz and Julio Acosta persuaded the court with decades of appellate court precedent directing circuit courts to take jurisdiction over matters of contract and tort brought against a utility company where consequential damages are sought. The PSC is powerless to resolve consumer class actions and has no legislative authority to award the consequential damages customers seek.

John H. Ruiz argued to the court that FPL had failed to meet its burden in establishing that customers should be denied access to courts. The right to go to court to resolve disputes is a fundamental right. The Florida Constitution expressly provides that the courts shall be open to any person for the redress of any injury, and justice shall be administered without sale, denial, or delay.

At stake for FPL are the claims of all customers who paid for storm-recovery charges and nevertheless lost power for a prolonged period in the sweltering summer heat after Hurricane Irma's outer bands unleashed tropical storm force winds in the South Florida area. Because of the extended electrical outage, FPL customers were exposed to dangerous conditions and suffered consequential damages.

Specifically, customers alleged in the two-count complaint that FPL breached its contractual obligation through its non-performance and reckless disregard for the maintenance of its system infrastructure, decaying utility poles, failing grids, and vegetation management which resulted in substantial losses and even catastrophic damages.

FPL moved to dismiss the Complaint pursuant to Florida Civil Rules of Procedure 1.140 on various grounds including (1) failure to identify an existing contract between FPL and its customers; (2) providing no facts "connecting" customer damages to FPL's gross negligence; and (3) lack of subject matter jurisdiction.

Judge David C. Miller, of the Eleventh Judicial Circuit Court of Florida, denied FPL's motion to dismiss and issued a Sua Sponte Discovery Order requiring FPL to hand over its contract with customers within 60 days.

FPL represented by Alvin Davis from Squire, Sanders & Dempsey LLP argued that the court lacked subject matter jurisdiction because the Public Service Commission ("PSC") has exclusive jurisdiction over FPL's service, and that the customers failed to state a claim for relief.

The Court, however, ruled that the customers did, in fact, have standing to pursue class claims in the circuit court, and that the customers had sufficiently plead breach of contract and gross negligence claims. Therefore, the Court denied FPL's motion to dismiss in all respects, and the case will proceed. FPL has 20 days to respond to the class action complaint being brought by thousands of FPL customers adversely affected in the state of Florida.

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

HEYDI VELEZ, MIRIAM PEREZ,
MIRIALIS RIVERO, GUILLERMO
PATINO-HIDALGO, MERCEDES SASTRE,
CARLOS M. COLINA, SHALOM NAVARRO,
ENRIQUE ARGUELLES, RUBENS N.
MENDIOLA, JOSE A. ZARRUK, individually
and on behalf of all others similarly situated,

CLASS REPRESENTATION

Plaintiff(s),

CASE NO:

vs.

FLORIDA POWER & LIGHT COMPANY,
NEXTERA ENERGY, INC.,

Defendant(s).

CLASS ACTION COMPLAINT and DEMAND FOR JURY TRIAL

COMES NOW, Plaintiffs, Heydi Velez, Miriam Perez, Mirialis Rivero, Guillermo Patino-Hidalgo, Mercedes Sastre, Carlos M. Colina, Shalom Navarro, Enrique Arguelles, Rubens N. Mendiola, Jose A. Zarruk (collectively referred to as "Plaintiffs"), on behalf of themselves and all others similarly situated, bring this Class Action Complaint and Demand for Jury Trial against Defendant, Florida Power & Light Company ("FPL") and NextEra Energy, Inc. ("NextEra"), (collectively referred to as "Defendant"). Plaintiffs, based on personal knowledge as to Plaintiffs' conduct and their actions and upon information and belief as to all other matters, allege as follows:

JURISDICTION, VENUE, AND PARTIES

1. This is an action in which the amount in controversy when aggregated exceeds the sum of fifteen thousand dollars (\$15,000.00) exclusive of interest, costs, and attorney's fees.
2. Defendant, NextEra is a fortune 200 energy company with revenues of over seventeen billion dollars and net income of two billion dollars. NextEra has over thirteen

thousand employees stretching across the United States and Canada. NextEra is a citizen of the State of Florida, and maintains its principal place of business in Juno Beach, Florida.

3. Defendant, FPL is a wholly-owned subsidiary of NextEra and is the third largest electric utility in the United States, serving over four million customer accounts and over ten million citizens. FPL is a citizen of the State of Florida, and maintains its principal place of business in Juno Beach, Florida.

4. This Court has jurisdiction over NextEra because it is incorporated in Florida, conducts business in Miami-Dade County, and has sufficient minimum contacts with Florida.

5. This Court has jurisdiction over FPL because it is incorporated in Florida, conducts business in Miami-Dade County, and has sufficient minimum contacts with Florida.

6. Plaintiff, Heydi Velez, is a citizen of Florida, and is an FPL Customer.

7. Plaintiff, Miriam Perez, is a citizen of Florida, and is an FPL Customer.

8. Plaintiff, Mirialis Rivero, is a citizen of Florida, and is an FPL Customer.

9. Plaintiff, Guillermo Pain-Hidalgo, is a citizen of Florida, and is an FPL Customer.

10. Plaintiff, Mercedes Sastre, is a citizen of Florida, and is an FPL Customer.

11. Plaintiff, Carlos M. Colina, is a citizen of Florida, and is an FPL Customer.

12. Plaintiff, Shalom Navarro, is a citizen of Florida, and is an FPL Customer.

13. Plaintiff, Enrique Arguelles, is a citizen of Florida, and is an FPL Customer.

14. Plaintiff, Rubens N. Mendiola, is a citizen of Florida, and is an FPL Customer.

15. Plaintiff, Jose A. Zarruk, is a citizen of Florida, and is an FPL Customer.

16. Every other putative Class member is a citizen of the State of Florida and a customer of FPL and its parent company NextEra.

17. Venue is proper, pursuant to Florida Statute §47.051, as the cause of action accrued in Miami-Dade County, Florida.

18. All conditions precedent to maintaining this action have occurred, been performed, or been waived.

GENERAL ALLEGATIONS

19. Defendants aggressively claimed that their rate plan would “support continued investments to modernize its power plant system and improve the reliability and resiliency” of its grid for customers as illustrated in **Exhibit “A”**, which has been attached hereto.

20. However, FPL’s repeated claims regarding rates were fraudulent. Most of Florida’s power grids went dead after Hurricane Irma, because FPL had not improved its power grids and distribution facilities after the last storm even though it had agreed to do so in consideration for the storm restoration monthly fee that each member of the Class paid.

21. On March 15, 2016, FPL filed a four-year request with the Florida Public Service Commission (PSC), a governmental entity, for new base rates that would be phased in beginning in 2017.

22. FPL’s request was based on “lessons learned from major storms, such as 2012’s Super Storm Sandy” and aimed to “reduce outages and enable FPL to restore power for customers and help local communities recover more quickly when severe weather strikes.” *Id.*

23. On November 9, 2016, the PSC approved FPL’s \$400 million 2017 rate increase, to be followed by \$411 million in rate hikes in the next three years. *See Exhibit “B”*.

24. FPL and PSC, acted jointly and in conjunction when they imposed this “storm charge” on people of the State of Florida.

25. On December 29, 2016, FPL filed a petition with the PSC to implement an interim storm restoration recovery charge to recover a total of \$318.5 million for restoration costs related to Hurricane Matthew and to replenish its storm reserve pursuant to the terms and conditions of the Settlement Agreement attached herein as **Exhibit “C”** under paragraph 6.

26. The storm charge would enable FPL to temporarily adjust electric rates for twelve months to recover the costs associated with the restoration of service associated with electric power outages affecting customers as a result of a storm or storms, including but not limited to mobilization, staging, and construction, reconstructions, replacement, or repair of electric generation, transmission, or distribution facilities to better withstand the next storm or wind event which is a foreseeable and typical annual event starting the first of June.

27. FPL petitioned PSC to authorize the storm charge to allow it to take preventative measures prior to a storm striking service areas monopolized by FPL and to ensure that their systems would withstand hurricanes with an improved performance.

28. Additionally, the storm charge was earmarked to address prospective recovery and restoration needs to ensure that FPL would be able to perform its statutory obligation under Florida Statutes §366.03, and honor its contractual obligation to its customers to provide reasonably sufficient, adequate, and efficient power service to the following counties: Alachua, Baker, Bradford, Brevard, Broward, Charlotte, Clay, Collier, Columbia, Desoto, Duval, Flagler, Glades, Hardee, Hendry, Highlands, Indian River, Lee, Manatee, Martin, Miami-Dade, Monroe, Nassau, Okeechobee, Orange, Union, and Volusia in consideration for which FPL has been able to realize profits in the billions of dollars and maintain its monopolistic grip over the subject communities. Specifically, in the year 2016 alone FPL reported a profit of about 1.7 billion

dollars, and any economic losses FPL has suffered FPL's customers have absorbed such expenditures.

29. The requested recovery of \$318.5 million represented net retail recoverable costs of approximately \$200.7 million, plus an additional \$117.1 million to replenish the storm reserve to the balance that existed to improve existing distribution facilities, recovery, and restoration for future storm events.

30. On February 20, 2017, the PSC granted FPL's 2017 interim storm restoration recovery charge of \$3.36 on a monthly 1,000 kWh residential bill, effective for a 12-month period beginning March 1, 2017. *See Exhibit "D"*.

31. Despite the grant of the requested interim storm restoration recovery charge, FPL has utterly failed to take precautionary measures to avoid service interruption.

32. On September 10, 2017, Hurricane Irma's spiral bands unleashed tropical storm force winds in the South Florida area impacting FPL customers, including Plaintiffs and the Class.

33. Nearly 4.4 million FPL customers experienced multiple power outages because of Hurricane Irma, along with downed power lines, and other related interruptions of FPL services.

34. FPL's lack of preparation caused and continues to cause Plaintiffs and the Class to remain without power in the sweltering summer heat.

35. As of Sunday, September 17, 2017, more than 300,000 customers were still without power, despite FPL's public commitment to restore power all along the East coast of Florida by then. *See Exhibit "E"*.

36. FPL's failure to adequately respond to situations involving downed yet still energized power lines or nonperforming power lines have posed a dangerous hazard to Plaintiffs and the Class.

37. Additionally, FPL provided customers status updates and promised dates when power would be restored knowing full well that those status reports and restoration dates would not be honored.

38. Natural disasters such as Hurricane Irma are indeed beyond FPL's control but this event was a foreseeable storm where FPL received over a week in advance notice of its potential impact on its facilities yet FPL did nothing to prepare for the coming storms. FPL's failure to perform its contractual obligations is one of the core issues in this litigation.

39. FPL's representation about the benefits of a rate increase and storm charge to strengthen its power lines and related infrastructures were false when made and continue to be false. The storm charges collected have not been used as represented by FPL. Customers like Plaintiffs and the Class have not received the benefit of the bargain despite having paid storm charges.

40. Rather than strengthening its grid, FPL has spent millions of dollars influencing the state legislative process. Notably, FPL has exerted its monopoly power over some of the state's most influential legislators through its political contributions. In fact, FPL even successfully lobbied the State of Florida to make it illegal to use solar power in the event of a power outage due to a hurricane.

41. These legislators in turn ensure that legislature written by FPL is swiftly enacted into law providing the monopolistic enterprise unprecedented protection and immunity for the large campaign contributors it spreads among those legislators.

CLASS ALLEGATIONS

42. Plaintiffs bring this class action both individually and on behalf of all other similarly situated Florida residents that are customers of FPL pursuant to Florida Rule of Civil Procedure 1.220(a), 1.220(b), and 1.220(b)(3).

A. Numerosity

43. This action satisfies the numerosity requirement of Fla. R. Civ. P. 1.220(a) because there are millions of Florida citizens that are customers of FPL that experienced the power outages complained of herein. Indeed, more than 4 million FPL customers experienced multiple power outages throughout the state of Florida. Individual joinder of all Class members is impracticable.

44. The Class consists of:

Any and all FPL customers that are citizens of the state of Florida who were charged a “storm charge” and that sustained damages as a result of the power outages associated with Hurricane Irma due to FPL’s failure to comply with its contractual obligations to take preventative measures prior to Hurricane Irma as well as failing to take proper measures to restore power as expeditiously as possible.

45. Excluded from the Class are FPL customers that are not citizens of the state of Florida; FPL and their employees, officers, directors, legal representatives, heirs, successors, and wholly or partly owned subsidiaries or affiliates of FPL; Class Counsel and their employees; and the judicial officers and their immediate family members and associated court staff assigned to this case.

B. Commonality and Predominance

46. This action satisfies the commonality requirement of Fla. R. Civ. P. 1.220(a) and 1.220(b)(3) because questions of law and fact that have common answers that are the same for each Class member predominate over questions affecting only individual Class members.

47. The class claims all derive directly from a common course of conduct by FPL. The same exact legal claims that are asserted by Plaintiff are the exact same legal theories advanced by the Class. Specifically, everyone was charged the exact same type of storm charge. Despite paying this storm charge, FPL failed to meet its end of the bargain by failing to honor its obligations for storm prevention and restoration.

48. Hence, the prosecution of separate claims or defenses by or against individual members of the class would create a risk of inconsistent or varying adjudications concerning individual members of the Class, which would establish incompatible standards of conduct for the party opposing the Class.

49. The common issues that the Plaintiff shares with the Class include, without limitation, the following:

1. Whether FPL breached its contract with Plaintiffs and the Class;
2. Whether FPL engaged in the conduct alleged herein;
3. Whether FPL adequately prepared for Hurricane Irma;
4. Whether FPL knew or should have known about the vegetation and/or other debris that could affect its infrastructure;
5. Whether FPL failed to satisfy its contractual obligation;
6. Whether FPL's failure to adequately prepare for Hurricane Irma cause Plaintiffs and the Class damages;
7. Whether FPL had a duty to disclose its progress post Hurricane Irma, and maintain Plaintiffs and the Class informed;
8. Whether FPL misrepresented that the "storm charge" would repair and improve its power and distribution means;

9. Whether the “storm charge” constitutes an unreasonable governmental user fee;
10. Whether FPL’s storm charge constitutes a taking under the Fifth Amendment to the Constitution;
11. Whether FPL has been unjustly enriched by their conduct of not providing the services it promised to provide its customers in consideration for the storm charge payment; and
12. Whether Plaintiffs and the Class are entitled to damages and other monetary relief, and, if so, in what amount.

C. Typicality

50. This action satisfies the requirements of Fla. R. Civ. P. 1.220(a) because Plaintiffs’ claims relating to FPL’s breach of contract is typical of the claims of the Class that Plaintiffs will represent.

51. Plaintiffs and the class members had their Fifth Amendment rights violated when they were all charged a “storm charge”, which does not bear a sufficient relationship to the value Plaintiffs and the Class received.

52. All Class members (including Plaintiffs) have been damaged in the same manner. Plaintiff’s claims have the same essential characteristics of those of the proposed Class, and Plaintiff’s claims arise from a similar course of conduct and share the same legal theory.

53. Accordingly, Plaintiff as the class representative possess the same interests and suffered the same injury as the other members of the proposed Class, such that there is a sufficient nexus between Plaintiff’s claims and those of the proposed Class.

54. Plaintiff's claims are typical for the Class as Plaintiff, just like all Class members, is entitled to relief owing to FPL's breach of contract.

D. Adequate Representation

55. Plaintiffs will be fairly and adequately represented and protect the interests of the Class. Plaintiffs have retained counsel with experience in prosecuting consumer class actions. Plaintiffs have retained Julio C. Acosta and Simeon Genadiev.

56. Julio C. Acosta has handled hundreds, possibly thousands, of complex litigation matters, and has been first chair on successful trial verdicts. Simeon Genadiev has experience in handling complex consumer class action matters in Federal Court and arbitration. Specifically, Julio Acosta and Simeon Genadiev have the experience and financial ability to prosecute this case.

E. Superiority

57. This action satisfies the requirement of superiority of Fla. R. Civ. P. 1.220(b)(3) because a class action is superior to other available methods for the fair and efficient adjudication of this controversy.

58. Specifically, a class action is the superior method of adjudicating Plaintiffs and the Class member's claims as: (1) it will provide Plaintiffs and the Class members with the only economically viable remedy; (2) the individual claims are not large enough to justify the expense of separate litigation considering standard attorneys fee rates in this jurisdiction and the collection costs; and (3) a class action will concentrate all of the litigation in one forum with no unusual manageability problems, particularly because, in this case, Defendants' liability and the nature of the Class members' damages may be readily proved through common class-wide proofs.

CAUSES OF ACTION

COUNT I – BREACH OF CONTRACT

59. Plaintiffs hereby incorporate by reference the allegations of paragraphs one (1) through fifty (50) above as if fully set forth herein, and further alleges:

60. FPL has a contractual obligation to the Plaintiffs and Class to provide efficient power services.

61. In consideration for the storm restoration fee that FPL charges the Plaintiffs and Class, FPL was contractually obligated to better its grids, distribution lines, and remove or trim trees and other overgrowth that would foreseeably damage its distribution facilities and cause massive electrical outages.

62. Although FPL charged the Plaintiffs and Class the same storm charge restoration fee to undertake such contractual obligation FPL breached its contract and instead did nothing to improve its then existing facilities despite the fact that it charged a monthly fee to furnish services as part of the storm restoration.

63. The Plaintiffs and Class were charged the same charge on the same basis for the same period of time in consideration for the same services, yet FPL breached its contractual obligation in the same manner with respect to the Plaintiffs and each of the Class members.

64. As a direct and proximate result of FPL's breach, Plaintiffs and the Class suffered substantial damages. Plaintiffs and the Class experienced prolonged power outages causing specifically seniors major obstacles. For example, seniors who are oxygen-dependent had limited power.

65. In light of FPL's breach, Plaintiffs and the Class are entitled to damages.

COUNT II – TAKINGS

66. Plaintiffs hereby incorporate by reference the allegations of paragraphs one (1) through forty-four (44) above as if fully set forth herein, and further alleges:

67. The takings clause Fifth Amendment to the Constitution states that, “private property [shall not] be taken for public use, without just compensation.” U.S. Const. amend V. The Fifth Amendment has been applied to the States through the Fourteenth Amendment and is actionable under 42 U.S.C. §1983.

68. Defendants engaged in state action under colour of law and deprived Plaintiffs and the Class of their private property, namely, their monies.

69. Plaintiffs and the Class possessed a constitutionally protected interest in their monies that were taken by FPL.

70. PSC, a State of Florida governmental entity, approved FPL’s base rate plan and even published an Order approving FPL’s storm restoration recovery charge.

71. Therefore, PSC is directly responsible for storm charge FPL imposed on Plaintiffs and the Class. Moreover, when FPL provided its base rate plan and storm restoration charge to PSC for approval it was acting pursuant to Florida law.

72. PSC coerced and compelled Plaintiffs and the Class to pay the storm restoration charge by allowing FPL to add this additional charge to its bills.

73. PSC and FPL are joint actors with respect to the storm restoration charge. PSC and FPL are intertwined in a symbiotic relationship or a position of interdependence.

74. The storm restoration charge is excessive, unreasonable, and clearly unrelated to actually updating FPL’s power lines and grids in order to prevent disruptions during a major storm.

75. FPL's storm restoration charge constitutes a taking of property in violation of the Fifth Amendment of the United States Constitution, applied to the States via the Fourteenth Amendment.

PRAYER FOR RELIEF

76. Plaintiffs, individually and on behalf of all other similarly situated Florida residents that are customers of FPL, requests that the Court enter judgment against Defendants, as follows:

1. An order certifying the proposed Class, designating Plaintiffs as the named representatives of the Class, designation the undersigned as Class Counsel, and making such further orders for the protection of Class members as the Court deems appropriate;
2. An award to Plaintiffs and Class members of damages, including interests, in an amount to be proven at trial;
3. An award of attorney's fees and costs, as allowed by law;
4. Leave to amend the Complaint to conform to the evidence produced at trial; and
5. Such other relief as may be appropriate under the circumstances.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury of all issues so triable.

Dated: September 26, 2017.

Respectfully submitted,

ACOSTA

Attorneys for Plaintiffs and the Class

301 Almeria Avenue, Suite 100

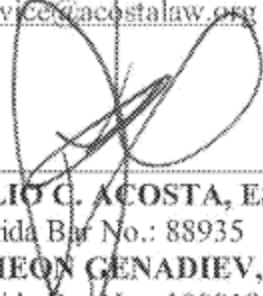
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By:



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EXHIBIT A



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News Releases

FPL files details of proposed 2017-2020 base rate plan with PSC

- As announced in January, the company is proposing a four-year rate plan that would support continued investments to modernize its power plant system and improve the reliability and resiliency of FPL's grid for customers

- Even with the proposed base rate increase, FPL's typical residential and business customer bills through the year 2020 are expected to remain lower than 2006 rates

Mar 15, 2016

JUNO BEACH, Fla., March 15, 2016 /PRNewswire/ -- Consistent with its preliminary proposal announced in January, Florida Power & Light Company (FPL) today filed a comprehensive four-year request with the Florida Public Service Commission (PSC) for new base rates that would be phased in beginning in 2017, following the expiration of the company's current rate agreement.

With rates among the lowest in the nation, FPL's typical 1,000-kWh residential customer bill today is lower than it was 10 years ago – down approximately 15 percent compared with 2006 rates. At the same time, the company's service ranks among the cleanest and most reliable in the country. FPL's four-year base rate plan has been designed to continue to support investments to further modernize the electric infrastructure while keeping costs down for customers over the long term. Even with the plan's proposed base rate increase, FPL's typical residential and business customer bills are projected to remain lower than 2006 levels through the year 2020.

"Due to our consistent, system-wide investments in smart, innovative technology, the service we provide our customers today is cleaner and more reliable than ever before while our typical customer bills are lower than they were a decade ago and among the lowest in the nation," said Eric Silagy, president and CEO of FPL. "The fact that we've been able to achieve such demonstrable results is no accident, but rather the result of a long-term, deliberate strategy that today is yielding real and tangible benefits for our customers and the state of Florida. That said, we must continue building on our unparalleled combination of outstanding service and affordable rates for customers, and key to that is continuing to make smart, long-term investments in our system. Fundamentally, that's what our 2017-2020 request is all about."

Saving Customers Money Through Efficient Service

FPL ranks No. 1 among major U.S. utilities based on its non-fuel operating and maintenance (O&M) costs per kilowatt-hour of retail sales. Compared with what an average utility in the U.S. would spend to serve its customers, FPL's innovative practices and relentless focus on operating efficiently save customers nearly \$2 billion per year, which equates to savings of about \$17 a month on a typical customer's bill, or more than \$200 per year that stays in the customer's pocket.

The company is committed to operating efficiently in order to deliver reliable service while keeping bill increases to a minimum, even while the costs of other essential products and services have risen dramatically. While FPL's typical bill is approximately 15 percent lower than it was a decade ago, the costs of many other consumer goods and services have risen substantially since 2006. For example, the prices of food and home insurance have increased by approximately 28 percent while the cost of medical care has increased by approximately 38 percent, according to U.S. Department of Labor statistics.

Similarly, the costs of many materials and products that FPL must purchase in order to provide affordable, reliable power to customers have increased. While FPL's focus on efficiency and productivity has lessened the impact, these increased expenses combined with the need to add infrastructure to serve significant customer growth are driving higher operating costs today and in the coming years.



FPL Media Line

Journalists can reach an FPL spokesperson
24 hours a day, 7 days a week

Call: 561-694-4442

Email: Media.Relations@FPL.com

Twitter: [@FPL_Newsroom](#) (Monitored Monday to Friday, 8 a.m. to 5 p.m.)

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[Updated Satellite Coordinates for Interview Opportunities](#)

Storm Guide for Media

How-to guide for working with FPL during a storm restoration (3.5 MB)

Currently, FPL serves more than 4.8 million customer accounts, including approximately 135,000 that were added during 2014 and 2015. Customer growth is expected to continue in the months and years ahead, with the cumulative total of new accounts since the end of 2013 forecast to reach approximately 450,000 by the end of 2020.

Continuing to Invest in Improvements for Customers

FPL's current four-year rate settlement agreement, which went into effect in 2013, provided for limited base rate increases and deferred a general base rate proceeding for four years, but it did not avoid the underlying need for a general base rate increase in 2017. FPL's 2017-2020 request is driven in large part by billions of dollars in infrastructure investments since 2013 that are not reflected in rates under the current agreement but are necessary to serve customer growth, strengthen the electric grid, advance affordable clean energy and more.

"Under the current agreement, we have significantly improved on our already-high level of service and operational performance in a relatively short period of time. But more importantly, we have been able to sustain a long-term, customer-centric approach to our planning," said Silagy. "The investments we make – financed primarily through capital markets and supported by base rates – are designed to continue improving on the strong value we provide customers: high reliability, clean energy and low bills."

FPL's 2017-2020 base rate plan would support continued investments in long-term infrastructure and advanced technology, which improve service and help keep customer bills low. For the period of 2014 through the end of 2017, FPL plans to complete investments totaling nearly \$16 billion, with additional significant investments expected in 2018 and beyond to continue delivering outstanding value for customers and meet the growing needs of Florida's economy.

In particular, FPL has increased its focus in recent years on further improving the reliability and resiliency of its grid – the power delivery infrastructure that transports electricity from power plants to millions of customers' homes and businesses. Although FPL's service reliability ranks approximately 44 percent better than the national average, the company continues to invest to make its grid stronger, smarter and more responsive to reduce day-to-day outages, shorten restoration times and prepare for severe weather.

FPL's updated storm hardening plan, also filed with the PSC today, outlines the company's 2016-2018 grid-strengthening initiatives, which build on the successes of improvements made since the program began in 2006 and incorporate lessons learned from major storms, such as 2012's Superstorm Sandy. By strengthening power lines and related infrastructure, hardening initiatives are designed to reduce outages and enable FPL to restore power for customers and help local communities recover more quickly when severe weather strikes.

Another key element of FPL's long-term strategy is the continued modernization of its power generation system, which has one of the cleanest emission profiles among comparable utilities nationwide. This includes smart, cost-effective investments such as the replacement of 1960s-era quick-start peaking units, upgrades to some existing combustion turbines and the addition of three large-scale solar energy centers in 2016. As other generation improvements FPL has made in recent years have demonstrated, these investments are projected to generate substantial savings over the long term by reducing fuel and other costs. Consequently, although these investments are supported by base rates, they are projected to result in net customer savings over their operating lives. Moreover, these investments are also environmentally friendly and will further improve FPL's industry-leading emissions profile.

The FPL Okeechobee Clean Energy Center, which is expected to begin serving customers in mid-2019, will use high-efficiency, combined-cycle natural gas technology to meet customers' growing energy needs. In fact, when complete, this new energy center will be one of the cleanest, most efficient plants of its kind in the world.

Overview of the Proposed Adjustments to Revenue Requirements

FPL's proposal includes three adjustments to base revenue requirements that would be phased in during the four-year period (2017-2020):

- In 2017, a base increase of \$866 million, which would be an 8.2 percent increase on total revenue
- In 2018, a subsequent-year adjustment of \$262 million – a 2.3 percent increase on total revenue
- In mid-2019, when the FPL Okeechobee Clean Energy Center begins powering customers, a base increase of \$209 million – a 1.7 percent increase on total revenue to cover the cost of the new plant
- No further base increases through the end of 2020

Information for Residential Customers

Based on the proposed base rate adjustments and the company's current projections for fuel and other costs, FPL estimates that its typical residential customer bill will grow about 2.8 percent per year, roughly in line with inflation, from January 2016 through 2020. Even with this growth, FPL estimates its typical residential bill in 2020 will still be lower than it was in 2006 and remain among the lowest in the state and nation based on current bill comparisons.

For a 1,000-kWh residential customer bill, the total of the three base rate adjustments would be \$13.28 a month or about 44 cents a day, phased in as follows:

- In 2017, an increase of \$8.56 a month or about 28 cents a day on the base rate portion of a typical bill
- In 2018, a subsequent-year adjustment that would add \$2.64 a month or about 9 cents a day on the base rate portion of a typical bill
- In mid-2019, when the FPL Okeechobee Clean Energy Center begins powering customers, an increase of \$2.08 a month or about 7 cents a day on the base rate portion of a typical bill to cover the cost of the new plant
- No further base rate increases through the end of 2020

Most FPL customers power their homes for just a few dollars a day. FPL's residential customer monthly usage median is approximately 950 kWh, which means that the majority of FPL customer households consume less than the standard 1,000-kWh typical bill benchmark, which is about \$92 as of April 2016.

To estimate what the proposed rates would mean for their own bills based on individual electricity usage, FPL residential customers can visit the online calculator at www.fpl.com/answers. In addition to the calculator, customers can find more information on FPL's four-year base rate proposal.

FPL's Typical 1,000-kWh Residential Customer Bill: Staying Lower than 2006 Rates Through 2020	
2006 <i>(actual bill, 10 years ago)</i>	2020 <i>(projected bill)</i>
\$108.61	\$107.12
<i>The 2020 figure reflects the current estimate for FPL's typical bill in 2020, which includes projected base rate adjustments as well as current projections for fuel and other clauses. All bill totals include the state's standard gross receipts tax but do not include any local taxes or fees that vary by community. All rates are subject to change.</i>	

Information for Business Customers

FPL business customers' typical bills have decreased about 20 percent on average over the past 10 years. The impact of the proposed base rate adjustments varies widely depending on rate class and customer usage. For small businesses, typical bills are projected to grow about 2 to 3 percent per year on average from January 2016 through 2020, depending on rate class and usage.

Large commercial and industrial customers with more complex rate structures may contact their FPL account managers for information about how the proposal would impact their bills.

The estimates above are based on the company's filed proposal and may change. In the coming months, the PSC is expected to conduct an extensive review of the request.

Florida Power & Light Company

Florida Power & Light Company is the third-largest electric utility in the United States, serving more than 4.8 million customer accounts or more than 10 million people across nearly half of the state of Florida. FPL's typical 1,000-kWh residential customer bill is approximately 30 percent lower than the latest national average and, in 2015, was the lowest in Florida among reporting utilities for the sixth year in a row. FPL's service reliability is better than 99.98 percent, and its highly fuel-efficient power plant fleet is one of the cleanest among all utilities nationwide. The company was recognized in 2015 as one of the most trusted U.S. electric utilities by Market Strategies International. A leading Florida employer with approximately 8,800 employees, FPL is a subsidiary of Juno Beach, Fla.-based NextEra Energy, Inc. (NYSE: NEE), a clean energy company widely recognized for its efforts in sustainability, ethics and diversity, and has been ranked No. 1 in the electric and gas utilities industry in Fortune's 2016 list of "World's Most Admired Companies." NextEra Energy is also the parent company of NextEra Energy Resources, LLC, which, together with its affiliated entities, is the world's largest generator of renewable energy from the wind and sun. For more information, visit these websites: www.NextEraEnergy.com, www.FPL.com, www.NextEraEnergyResources.com.

Cautionary Statements and Risk Factors That May Affect Future Results

This news release contains "forward-looking statements" within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are not statements of historical facts, but instead represent the current expectations of NextEra Energy, Inc. (NextEra Energy) and Florida Power & Light Company (FPL) regarding future operating results and other future events, many of which, by their nature, are inherently uncertain and outside of NextEra Energy's and FPL's control. Forward-looking statements in this press release include, among others, statements concerning future operating performance. In some cases, you can identify the forward-looking statements by words or phrases such as "will," "may result," "expect," "anticipate," "believe," "intend," "plan," "seek," "aim," "potential," "projection," "forecast," "predict," "goals," "target," "outlook," "should," "would" or similar words or expressions. You should not place undue reliance on these forward-looking statements, which are not a guarantee of future performance. The future results of NextEra Energy and FPL and their business and financial condition are subject to risks and uncertainties that could cause their actual results to differ materially from those expressed or implied in the forward-looking statements, or may require them to limit or eliminate certain operations. These risks and uncertainties include, but are not

limited to, the following: effects of extensive regulation of NextEra Energy's and FPL's business operations; inability of NextEra Energy and FPL to recover in a timely manner any significant amount of costs, a return on certain assets or a reasonable return on invested capital through base rates, cost recovery clauses, other regulatory mechanisms or otherwise; impact of political, regulatory and economic factors on regulatory decisions important to NextEra Energy and FPL; disallowance of cost recovery by FPL based on a finding of imprudent use of derivative instruments; effect of any reductions to, or elimination of, governmental incentives or policies that support utility scale renewable energy projects of NextEra Energy Resources, LLC and its affiliated entities (NextEra Energy Resources) or the imposition of additional taxes or assessments on renewable energy; impact of new or revised laws, regulations, interpretations or other regulatory initiatives on NextEra Energy and FPL; effect on NextEra Energy and FPL of potential regulatory action to broaden the scope of regulation of over-the-counter (OTC) financial derivatives and to apply such regulation to NextEra Energy and FPL; capital expenditures, increased operating costs and various liabilities attributable to environmental laws, regulations and other standards applicable to NextEra Energy and FPL; effects on NextEra Energy and FPL of federal or state laws or regulations mandating new or additional limits on the production of greenhouse gas emissions; exposure of NextEra Energy and FPL to significant and increasing compliance costs and substantial monetary penalties and other sanctions as a result of extensive federal regulation of their operations; effect on NextEra Energy and FPL of changes in tax laws and in judgments and estimates used to determine tax-related asset and liability amounts; impact on NextEra Energy and FPL of adverse results of litigation; effect on NextEra Energy and FPL of failure to proceed with projects under development or inability to complete the construction of (or capital improvements to) electric generation, transmission and distribution facilities, gas infrastructure facilities or other facilities on schedule or within budget; impact on development and operating activities of NextEra Energy and FPL resulting from risks related to project siting, financing, construction, permitting, governmental approvals and the negotiation of project development agreements; risks involved in the operation and maintenance of electric generation, transmission and distribution facilities, gas infrastructure facilities and other facilities; effect on NextEra Energy and FPL of a lack of growth or slower growth in the number of customers or in customer usage; impact on NextEra Energy and FPL of severe weather and other weather conditions; threats of terrorism and catastrophic events that could result from terrorism, cyber attacks or other attempts to disrupt NextEra Energy's and FPL's business or the businesses of third parties; inability to obtain adequate insurance coverage for protection of NextEra Energy and FPL against significant losses and risk that insurance coverage does not provide protection against all significant losses; a prolonged period of low gas and oil prices could impact NextEra Energy Resources' gas infrastructure business and cause NextEra Energy Resources to delay or cancel certain gas infrastructure projects and for certain existing projects to be impaired; risk to NextEra Energy Resources of increased operating costs resulting from unfavorable supply costs necessary to provide NextEra Energy Resources' full energy and capacity requirement services; inability or failure by NextEra Energy Resources to manage properly or hedge effectively the commodity risk within its portfolio; potential volatility of NextEra Energy's results of operations caused by sales of power on the spot market or on a short-term contractual basis; effect of reductions in the liquidity of energy markets on NextEra Energy's ability to manage operational risks; effectiveness of NextEra Energy's and FPL's risk management tools associated with their hedging and trading procedures to protect against significant losses, including the effect of unforeseen price variances from historical behavior; impact of unavailability or disruption of power transmission or commodity transportation facilities on sale and delivery of power or natural gas by FPL and NextEra Energy Resources; exposure of NextEra Energy and FPL to credit and performance risk from customers, hedging counterparties and vendors; failure of NextEra Energy or FPL counterparties to perform under derivative contracts or of requirement for NextEra Energy or FPL to post margin cash collateral under derivative contracts; failure or breach of NextEra Energy's or FPL's information technology systems; risks to NextEra Energy and FPL's retail businesses from compromise of sensitive customer data; losses from volatility in the market values of derivative instruments and limited liquidity in OTC markets; impact of negative publicity; inability of NextEra Energy and FPL to maintain, negotiate or renegotiate acceptable franchise agreements with municipalities and counties in Florida; increasing costs of health care plans; lack of a qualified workforce or the loss or retirement of key employees; occurrence of work strikes or stoppages and increasing personnel costs; NextEra Energy's ability to successfully identify, complete and integrate acquisitions, including the effect of increased competition for acquisitions; NextEra Energy Partners, LP's (NEP's) acquisitions may not be completed and, even if completed, NextEra Energy may not realize the anticipated benefits of any acquisitions; environmental, health and financial risks associated with NextEra Energy's and FPL's ownership and operation of nuclear generation facilities; liability of NextEra Energy and FPL for significant retrospective assessments and/or retrospective insurance premiums in the event of an incident at certain nuclear generation facilities; increased operating and capital expenditures at nuclear generation facilities of NextEra Energy or FPL resulting from orders or new regulations of the Nuclear Regulatory Commission; inability to operate any of NextEra Energy Resources' or FPL's owned nuclear generation units through the end of their respective operating licenses; liability of NextEra Energy and FPL for increased nuclear licensing or compliance costs resulting from hazards, and increased public attention to hazards, posed to their owned nuclear generation facilities; risks associated with outages of NextEra Energy's and FPL's owned nuclear units; effect of disruptions, uncertainty or volatility in the credit and capital markets on NextEra Energy's and FPL's ability to fund their liquidity and capital needs and meet their growth objectives; inability of NextEra Energy, FPL and NextEra Energy Capital Holdings, Inc. to maintain their current credit ratings; impairment of

NextEra Energy's and FPL's liquidity from inability of creditors to fund their credit commitments or to maintain their current credit ratings; poor market performance and other economic factors that could affect NextEra Energy's defined benefit pension plan's funded status; poor market performance and other risks to the asset values of NextEra Energy's and FPL's nuclear decommissioning funds; changes in market value and other risks to certain of NextEra Energy's investments; effect of inability of NextEra Energy subsidiaries to pay upstream dividends or repay funds to NextEra Energy or of NextEra Energy's performance under guarantees of subsidiary obligations on NextEra Energy's ability to meet its financial obligations and to pay dividends on its common stock; NEP's inability to access sources of capital on commercially reasonable terms could have an effect on its ability to consummate future acquisitions and on the value of NextEra Energy's limited partner interest in NextEra Energy Operating Partners, LP; and effects of disruptions, uncertainty or volatility in the credit and capital markets of the market price of NextEra Energy's common stock. NextEra Energy and FPL discuss these and other risks and uncertainties in their annual report on Form 10-K for the year ended December 31, 2015 and other SEC filings, and this news release should be read in conjunction with such SEC filings made through the date of this news release. The forward-looking statements made in this news release are made only as of the date of this news release and NextEra Energy and FPL undertake no obligation to update any forward-looking statements.

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SOURCE Florida Power & Light Company

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EXHIBIT B



State of Florida Public Service Commission

NEWS RELEASE

11/29/2016

Contact: 850-413-6482

PSC Approves FPL Rate Case Settlement Reducing Proposed Customer Rates

TALLAHASSEE — Reducing Florida Power & Light Company's (FPL) rate request by a third, the Florida Public Service Commission (PSC) today approved an \$811 million settlement agreement offered by FPL, Florida's Office of Public Counsel (OPC), who represents FPL customers, South Florida Hospital and Healthcare Association, and the Florida Retail Federation.

"During PSC service hearings last summer, we heard from hundreds of FPL customers about the company's proposed \$1.3 billion increase. In approving this much-reduced settlement, we have protected customers from an excessive rate increase," said PSC Chairman Julie Brown. "Fully supported by OPC and other advocacy groups, it ensures customers stable rates for four years and helps FPL provide reliable service, while continuing to invest in clean energy."

FPL's revenues will increase \$400 million in 2017, and the utility will phase in \$411 million in additional revenues over the remaining three years of the settlement. For the typical residential customer—using 1,000 kilowatt-hours per month—the base rate charge will increase \$9.48 over four years, as opposed to FPL's initially projected \$13.28 increase.

The settlement agreement also includes the following terms:

- Allows for 1,200 megawatts of solar generation over four years.
- Discontinues FPL's natural gas hedging program, which could potentially save fuel costs and, in turn, lower customers' bills.
- Establishes FPL's new rate of return range, between 9.6 and 11.6 percent, as opposed to its initial request, between 10.5 and 12.5 percent with an incentive bonus.

FPL filed its base rate increase petition with the PSC on March 15, 2016. The PSC held nine service hearings in FPL's service territory and heard from thousands of consumers during the 8-month rate case process. Commissioners also held a technical hearing on August 22, 2016–August 26, 2016 and August 29, 2016 - September 1, 2016 in Tallahassee, and a hearing on the settlement on October 27, 2016.

FPL currently provides electric service to more than 4.8 million retail customers in all or parts of 35 Florida counties.

For additional information, visit www.floridapsc.com.

Follow the PSC on Twitter, [@floridapsc](https://twitter.com/floridapsc).

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EXHIBIT C



UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of earliest event reported: October 6, 2016

Table with 3 columns: Commission File Number, Exact name of registrants as specified in their charters, address of principal executive offices and registrants' telephone number, and IRS Employer Identification Number. Rows include NEXTERA ENERGY, INC. and FLORIDA POWER & LIGHT COMPANY.

State or other jurisdiction of incorporation or organization: Florida

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrants under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

SECTION 8 - OTHER EVENTS

Item 8.01 Other Events

On October 6, 2016, Florida Power & Light Company (FPL) and three of the intervenors in FPL's base rate proceeding (the Office of Public Counsel, the South Florida Hospital and Healthcare Association and the Florida Retail Federation) (such intervenors, collectively, the participating intervenors) filed with the Florida Public Service Commission (FPSC) a joint motion for the FPSC to approve a stipulation and settlement signed by those parties (proposed 2016 rate agreement) that would resolve all matters in FPL's pending base rate proceeding and related dockets.

Key elements of the proposed 2016 rate agreement, which would be effective from January 2017 through December 2020, include the following:

- New retail base rates and charges would be established resulting in the following increases in annualized retail base revenues commencing as follows:
 - \$400 million beginning January 1, 2017,
 - \$211 million beginning January 1, 2018, and
 - \$200 million when the Okeechobee Clean Energy Center achieves commercial operation, which is expected to occur in mid-2019.
- In addition, FPL will receive, subject to conditions specified in the proposed 2016 rate agreement, base rate increases associated with the addition of up to 300 megawatts annually of new solar generation in each of 2017 through 2020, and can carry forward any unused megawatts to subsequent years. FPL will be required to demonstrate that any proposed solar facilities are cost effective and has agreed to an installed cost cap of \$1,750 per kilowatt.
- FPL's allowed regulatory return on common equity (regulatory ROE) would be 10.55%, with a range of 9.60% to 11.60%. If FPL's earned regulatory ROE were to fall below 9.60%, FPL could seek retail base rate relief. If the earned regulatory ROE were to rise above 11.60%, any party other than FPL could seek a review of FPL's retail base rates.
- Subject to certain conditions, FPL could amortize, over the term of the proposed 2016 rate agreement, up to \$1.0 billion of depreciation reserve surplus plus any depreciation reserve surplus remaining under FPL's 2012 rate agreement at the end of 2016, provided that in any year of the proposed 2016 rate agreement, FPL would amortize at least enough reserve to maintain a 9.60% earned regulatory ROE but would not amortize any reserve that would result in an earned regulatory ROE in excess of 11.60%.
- Future storm restoration costs would be recoverable on an interim basis beginning 60 days from the filing of a cost recovery petition, but capped at an amount that could produce a surcharge of no more than \$4 for every 1,000 kilowatt-hour of usage on residential bills during the first 12 months of cost recovery. Any additional costs would be eligible for recovery in subsequent years. If storm restoration costs were to exceed \$800 million in any given calendar year, FPL could request an increase to the \$4 surcharge.

The proposed 2016 rate agreement would not become effective unless approved by the FPSC. In the October 6, 2016 filing, FPL and the participating intervenors requested that the FPSC rule on the 2016 rate agreement such that new rates can be implemented by January 1, 2017.

The foregoing summary is qualified in its entirety by the provisions of the proposed 2016 rate agreement, a copy of which (excluding exhibits) is filed as Exhibit 99 to this Current Report on Form 8-K, and incorporated herein by reference.

SECTION 9 - FINANCIAL STATEMENTS AND EXHIBITS

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

The following exhibit is being filed pursuant to Item 8.01 herein.

Exhibit Number	Description	NextEra Energy, Inc.	FPL
99	Stipulation and Settlement Agreement dated October 6, 2016	x	x

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrants have duly caused this report to be signed on their behalf by the undersigned thereunto duly authorized.

Date: October 6, 2016

NEXTERA ENERGY, INC.
FLORIDA POWER & LIGHT COMPANY
(Registrants)

CHARLES E. SIEVING

Charles E. Sieving
Executive Vice President & General Counsel
of NextEra Energy, Inc. and Executive Vice President of Florida Power &
Light Company

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for rate increase by Florida Power & Light Company	Docket No. 160021-EI
In re: Petition for approval of 2016-2018 storm hardening plan, by Florida Power & Light Company	Docket No. 160061-EI
In re: 2016 depreciation and dismantlement study by Florida Power & Light Company	Docket No. 160062-EI
In re: Petition for limited proceeding to modify and continue incentive mechanism by Florida Power & Light Company	Docket No. 160088-EI
	Filed: October 6, 2016

STIPULATION AND SETTLEMENT

WHEREAS, Florida Power & Light Company ("FPL" or the "Company"), Citizens through the Office of Public Counsel ("OPC"), the South Florida Hospital and Healthcare Association ("SFHHA") and the Florida Retail Federation ("FRF") have signed this Stipulation and Settlement (the "Agreement"; unless the context clearly requires otherwise, the term "Party" or "Parties" means a signatory to this Agreement); and

WHEREAS, on January 14, 2013, the Florida Public Service Commission ("FPSC" or "Commission") entered Order No. PSC-13-0023-S-EI approving a stipulation and settlement of FPL's rate case in Docket No. 120015-EI, which continues in effect through the last billing cycle in December 2016 (the "2012 Rate Case Settlement"); and

WHEREAS, on March 15, 2016, FPL petitioned the Commission for (i) an increase in rates and charges sufficient to generate additional total annual revenues of \$866 million to be effective January 1, 2017; (ii) a subsequent year revenue increase of \$262 million to be effective January 1, 2018; (iii) a \$209 million limited-scope adjustment for the Okeechobee Clean Energy Center ("the Okeechobee Unit"), to be effective on its commercial in-service date, currently scheduled for June

1, 2019 (the “2019 Okeechobee LSA”), and for other related relief in Docket 160021-EI (the “2016 Rate Petition”); and

WHEREAS, through Notices of Identified Adjustments, FPL updated its request to \$826 million in 2017, \$270 million in 2018 and \$209 million for the 2019 Okeechobee LSA.

WHEREAS, on March 15, 2016, FPL petitioned for approval of its 2016-2018 storm hardening plan in Docket 160061-EI; and

WHEREAS, on March 15, 2016, FPL filed its dismantlement and depreciation studies in Docket No. 160062-EI; and

WHEREAS, on April 15, 2016, FPL petitioned for approval of modification to and continuation of its incentive mechanism in Docket 160088-EI; and

WHEREAS, on May 4, 2016, the Commission consolidated Dockets 160021-EI, 160061-EI, 160062-EI and 160088-EI (collectively, “the Consolidated Proceedings”); and

WHEREAS, the Parties filed voluminous prepared testimony with accompanying exhibits and conducted extensive discovery in the Consolidated Proceedings; and

WHEREAS, the Parties participated in a nine-day technical hearing involving live testimony and cross-examination of 17 FPL direct witnesses, 16 intervenor witnesses, 2 Staff witnesses and 17 FPL rebuttal witnesses; and

WHEREAS, the Parties to this Agreement have undertaken to resolve the issues raised in the Consolidated Proceedings so as to maintain a degree of stability and predictability with respect to FPL’s base rates and charges; and

WHEREAS, the Parties have entered into this Agreement in compromise of positions taken in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable, and as a part of the negotiated exchange of consideration among the parties to this

Agreement each has agreed to concessions to the others with the expectation that all provisions of the Agreement will be enforced by the Commission as to all matters addressed herein with respect to all Parties regardless of whether a court ultimately determines such matters to reflect Commission policy, upon acceptance of the Agreement as provided herein and upon approval in the public interest;

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the Parties hereby stipulate and agree:

1. This Agreement will become effective on January 1, 2017 (the "Implementation Date") and continue until FPL's base rates are next reset in a general base rate proceeding (the "Term"); provided, however, that FPL may place interim rates into effect subject to refund pursuant to Paragraph 11(a) of this Agreement. The minimum term of this Agreement shall be four years, from the Implementation Date through December 31, 2020 (the "Minimum Term").
2. Except as set forth in this Agreement, the Parties agree that adjustments to rate base, net operating income and cost of capital set forth in FPL's Minimum Filing Requirements ("MFR") Schedules B-2, C-1, C-3 and D1a, as revised by the filed notices of identified adjustments, shall be deemed approved for accounting and regulatory reporting purposes and the accounting for those adjustments will not be challenged during the Term for purposes of FPL's Earnings Surveillance Reports or clause filings.
3. FPL's authorized rate of return on common equity ("ROE") shall be a range of 9.6% to 11.6%, and shall be used for all purposes. All rates, including those established in clause proceedings during the Term, shall be set using a 10.55% ROE.

4. (a) Effective on January 1, 2017, FPL shall be authorized to increase its base rates and service charges by an amount that is intended to generate an additional \$400 million of annual revenues, based on the projected 2017 test year billing determinants set forth in Schedules E-13c and E-13d of FPL's 2017 MFRs filed with the 2016 Rate Petition, and in the respective amounts and manner shown on Exhibit A, attached hereto.
- (b) Effective January 1, 2018, FPL shall be authorized to increase its base rates by an amount that is intended to generate an additional \$211 million over the Company's then current base rates, based on the projected 2018 test year billing determinants set forth in Schedules E-13c and E-13d of FPL's 2018 MFRs filed with the 2016 Rate Petition, and in the respective amounts and manner shown on Exhibit A, attached hereto.
- (c) Attached hereto as Exhibit B are tariff sheets for new base rates and service charges that reflect the terms of this Agreement and implement the rate increase described in Paragraph (4)(a) above, which tariff sheets shall become effective on January 1, 2017.
- (d) Attached hereto as Exhibit C are tariff sheets for new base rates and service charges that reflect the terms of this Agreement and implement the additional rate increase described in Paragraph (4)(b) above, which tariff sheets shall become effective on January 1, 2018.
- (e) As part of the negotiated exchange of consideration among the parties to this Agreement, (i) the energy and demand charges for business and commercial rates and the utility-controlled demand rates are adjusted as shown on Exhibits B and C, and (ii) the level of utility-controlled demand credits for customers receiving service pursuant to FPL's Commercial/ Industrial Load Control ("CILC") tariff and the Commercial/Industrial Demand Reduction ("CDR") rider are the same as those currently in effect, which are greater

than the proposed credits reflected in FPL's MFRs as originally filed on March 15, 2016. FPL shall be entitled to recover the CILC and CDR credits through the energy conservation cost recovery ("ECCR") clause. It is agreed that the appropriate level of credits is an issue in Demand-Side Management ("DSM") proceedings. The Parties agree that no changes in these credits shall be implemented any earlier than the effective date of new FPL base rates implemented pursuant to a general base rate proceeding, and that such new CILC and CDR credits shall only be implemented prospectively from such effective date. No CILC or CDR customer shall be subject to any charge or debit against such customer's bill for electric service provided during the Term based on the difference between the credits approved by this Agreement and any new credits that may be approved pursuant to future DSM proceedings. At such time as FPL's base rates are reset in a general base rate proceeding, the CILC and CDR credits shall be reset to the level established in FPL's then most recent DSM proceeding, subject to any applicable refund occasioned by a timely exercised right of reconsideration or appellate review of any order associated with the DSM proceeding. No party to this Agreement may object to FPL's recovery of any such refund through the ECCR Clause

(f) The rates set forth in Exhibits B and C are calculated based on a cost of service study that applies (i) the 12 CP and 1/13 methodology for Production Plant, (ii) 12 CP for Transmission Plant and (iii) a negotiated methodology for allocating Distribution Plant, limited by the Commission's traditional gradualism test found in Order No. PSC-09-0283-FOF-EI, pp. 86-87. Under the rates set forth in Exhibits B and C, no rate or revenue class receives (nor shall receive) an increase greater than 1.5 times the system average percentage increase in total and no class receives (nor shall receive) a decrease in rates.

(g) The following proposed tariff changes as filed shall be implemented:

(i) Implementation of the new meter tampering service charge;

(ii) Implementation of metered rates for all new customer-owned street lighting (SL-1) and traffic signal (SL-2) accounts;

(iii) Elimination of the re-lamping option for customer-owned lighting;

(iv) Three changes to the terms of service for the Outdoor Lighting (OL-1) tariff; and

(v) Identified changes to the requirements for surety bonds.

(h) Base rates and credits applied to customer bills in accordance with this Paragraph 4 shall not be changed during the Minimum Term except as otherwise permitted in this Agreement.

5. Nothing in this Agreement shall preclude FPL from requesting the Commission to approve the recovery of costs that are recoverable through base rates under the nuclear cost recovery statute, Section 366.93, Florida Statutes, and Commission Rule 26-6.0423, F.A.C. Nothing in this Agreement prohibits parties from participating without limitation in nuclear cost recovery proceedings and proceedings related thereto and opposing FPL's requests.
6. (a) Nothing in this Agreement shall preclude FPL from petitioning the Commission to seek recovery of costs associated with any storms without the application of any form of earnings test or measure and irrespective of previous or current base rate earnings or the remaining unamortized Reserve Amount as defined in Paragraph 12. Consistent with the rate design method set forth in Order No. PSC-06-0464-FOF-EI, the Parties agree that

recovery of storm costs from customers will begin, on an interim basis, sixty days following the filing of a cost recovery petition and tariff with the Commission and will be based on a 12-month recovery period if the storm costs do not exceed \$4.00/1,000 kWh on monthly residential customer bills. In the event the storm costs exceed that level, any additional costs in excess of \$4.00/1,000 kWh may be recovered in a subsequent year or years as determined by the Commission. All storm related costs subject to interim recovery under this Paragraph 6 shall be calculated and disposed of pursuant to Commission Rule 25-6.0143, F.A.C., and will be limited to costs resulting from a tropical system named by the National Hurricane Center or its successor, to the estimate of incremental costs above the level of storm reserve prior to the storm and to the replenishment of the storm reserve to the level in effect as of August 31, 2016. The Parties to this Agreement are not precluded from participating in any such proceedings and opposing the amount of FPL's claimed costs but not the mechanism agreed to herein, provided that it is applied in accordance with this Agreement.

(b) The Parties agree that the \$4.00/1,000 kWh cap in this Paragraph 6 will apply in aggregate for a calendar year for the purpose of the interim recovery set forth in 6(a) above; provided, however, that FPL may petition the Commission to allow FPL to increase the initial 12 month recovery beyond \$4.00/1,000 kWh in the event FPL incurs in excess of \$800 million of storm recovery costs that qualify for recovery in a given calendar year, inclusive of the amount needed to replenish the storm reserve to the level that existed as of August 31, 2016. All Parties reserve their right to oppose such a petition.

(c) Any proceeding to recover costs associated with any storm shall not be a vehicle for a "rate case" type inquiry concerning the expenses, investment, or financial results of

operations of the Company and shall not apply any form of earnings test or measure or consider previous or current base rate earnings or the remaining unamortized Reserve Amount as defined in Paragraph 12.

7. Nothing shall preclude the Company from requesting Commission approval for recovery of costs (a) that are of a type which traditionally, historically and ordinarily would be, have been, or are presently recovered through cost recovery clauses or surcharges, or (b) that are incremental costs not currently recovered in base rates which the Legislature or Commission determines are clause recoverable subsequent to the approval of this Agreement. It is the intent of the Parties in this Paragraph 7 that FPL not be allowed to recover through cost recovery clauses increases in the magnitude of costs of types or categories (including but not limited to, for example, investment in and maintenance of transmission assets) that have been, and traditionally, historically, and ordinarily would be, recovered through base rates. It is further the intent of the Parties to recognize that an authorized governmental entity may impose requirements on FPL involving new or atypical kinds of costs (including but not limited to, for example, requirements related to cyber security), and concurrently or in connection with the imposition of such requirements, the Legislature and/or Commission may authorize FPL to recover those related costs through a cost recovery clause.
8. The revenue requirement associated with West County Energy Center Unit 3 ("WCEC 3") currently collected through the Capacity Cost Recovery ("CCR") Clause will be moved to base rates on a revenue neutral basis and will not be considered an increase in base rates pursuant to Paragraph 4. FPL is authorized to recover through base rates the revenue requirements associated with WCEC 3, not limited to the unit's fuel savings. FPL's 2017

CCR Clause factor will reflect the elimination of FPL's collection of the WCEC 3 revenue requirement through the CCR Clause.

9. (a) FPL projects that its Okeechobee Unit will enter commercial service in June 2019. Effective as of the commercial in-service date of the Okeechobee Unit, FPL is authorized to increase its base rates by an amount that is intended to generate an additional \$200 million for the costs associated with the Okeechobee Unit's first 12 months of operation (the "Annualized Base Revenue Requirement") over the 12 months beginning with the Okeechobee Unit's commercial in-service date. Such base rate increases shall be calculated based on FPL's then-most-current projections of sales (billing determinants) as reflected in its then-most-current CCR Clause filings with the Commission, including, to the extent necessary, projections of such billing determinants into 2020 so as to cover the same 12 months as the first 12 months of the Okeechobee Unit's operation. This base rate adjustment will be referred to as the Okeechobee Limited Scope Adjustment ("Okeechobee LSA").
- (b) FPL is authorized to reflect the Okeechobee LSA on FPL's customer bills by adjusting base charges and non-clause recoverable credits and commercial/industrial demand reduction rider credits by an equal percentage. The calculation of the percentage change in rates is based on the ratio of the jurisdictional Annualized Base Revenue Requirement and the forecasted retail base revenues from the sales of electricity during the first twelve months of operation. FPL will begin applying the incremental base rate charges and base credits for the Okeechobee LSA to meter readings made on and after the commercial in-service date of the Okeechobee Unit. Fuel factors will be implemented to incorporate fuel savings contemporaneously with the Okeechobee LSA base rate increase.

(c) The Okeechobee LSA will be calculated using a 10.55% ROE and the capital structure reflected in the 2016 Rate Petition and MFRs as adjusted in accordance with the filed Notice of Identified Adjustments. FPL will calculate the 2019 Okeechobee LSA rates and submit them to the Commission for approval in the CCR Clause projection filing for 2019.

(d) In the event that the actual capital expenditures are less than the projected costs set forth in Order No. PSC-16-0032-FOF-EI, which were used to develop the initial Okeechobee LSA factor, the lower figure shall be the basis for the full revenue requirements and a one-time credit will be made through the CCR Clause. In order to determine the amount of this credit, a revised Okeechobee LSA Factor will be computed using the same data and methodology incorporated in the initial Okeechobee LSA factor, with the exception that the actual capital expenditures will be used in lieu of the capital expenditures on which the Annualized Base Revenue Requirement was based. Thereafter, base rates will be adjusted to reflect the revised Okeechobee LSA factor. The difference between the cumulative base revenues since the implementation of the initial Okeechobee LSA factor and the cumulative base revenues that would have resulted if the revised Okeechobee LSA factor had been in-place during the same time period will be credited to customers through the CCR Clause with interest at the 30-day commercial paper rate as specified in Rule 25-6.109, F.A.C.

(e) In the event that actual capital costs for the Okeechobee Unit are higher than the projection on which the Annualized Base Revenue Requirement was based, pursuant to the costs set forth in Order No. PSC-16-0032-FOF-EI, FPL at its option may initiate a limited proceeding pursuant Section 366.076, Florida Statutes, limited to the issue of whether FPL has met the requirements of Rule 25-22.082(15), F.A.C. If the Commission finds that FPL

has met the requirements of Rule 25-22.082(15), then FPL shall be authorized to increase the Okeechobee LSA by the corresponding incremental revenue requirement due to such additional capital costs. However, FPL's election not to seek such an increase in the Okeechobee LSA shall not preclude FPL from booking any incremental costs for surveillance reporting and all regulatory purposes subject only to a finding of imprudence or disallowance by the Commission. Nothing in this Agreement shall preclude any party from participating in such limited proceeding consistent with the full rights of an intervenor.

(f) Depreciation revenue requirements for the Okeechobee LSA will be revised to reflect the final depreciation rates for the Port Everglades New Generation Clean Energy Center as reflected on Exhibit D herein.

(g) Upon expiration or termination of this Agreement, FPL's base rate levels and credits, including the effects of the Okeechobee LSA as implemented in this Agreement (i.e., uniform percent increase for all rate classes applied to base revenues), shall continue in effect until next reset in a general base rate proceeding except as otherwise noted in this Agreement.

10. (a) FPL projects that for purposes of the cost recovery set forth in this Paragraph, it will undertake construction of approximately 300 MW per calendar year of solar generation reasonably projected to go into service during the Minimum Term or within one year following expiration of the Minimum Term. For each solar project that is approved by the Commission for cost recovery pursuant to the process described in this Paragraph, FPL's base rates will be increased by the incremental annualized base revenue requirement (as defined in Paragraph 10(e)) for the first 12 months of operation (the "Annualized Base Revenue Requirement"), but in no event before the facility is in service. Each such base rate

adjustment will be referred to as a Solar Base Rate Adjustment (“SoBRA”), and shall be authorized for solar projects for which FPL files for Commission approval pursuant to this Paragraph during the Minimum Term. The Commission’s approval may occur before or after expiration of the Minimum Term. The projects constructed pursuant to this Paragraph must be reasonably scheduled to be placed into service no later than one year following the expiration of the Minimum Term. During the Term of this Agreement, the cost of the components, engineering and construction for any solar project constructed by FPL pursuant to this Paragraph shall be reasonable and in no event shall the total cost of such project exceed \$1,750 per kilowatt alternating current (“kWac”).

(b) For solar generation projects subject to the Florida Electrical Power Plant Siting Act (i.e., 75 MW or greater), FPL will file a petition for need determination pursuant to Chapter 25-22, F.A.C. If approved pursuant to the procedures described in this Paragraph and Section 403.519, Fla. Stat., FPL will calculate and submit for Commission confirmation that amount of the SoBRA for each such solar project using the CCR Clause projection filing for the year that solar project will go into service.

(c) Solar generation projects not subject to the Florida Electrical Power Plant Siting Act (i.e., fewer than 75 MW) also will be subject to approval by the Commission as follows: (i) FPL will file a request for approval of the solar generation project at the time of its final true-up filing in the Fuel and Purchased Power Cost Recovery Clause docket (“Fuel Docket”); (ii) All Fuel Docket deadlines and schedules shall apply; (iii) the issues for determination are limited to the cost effectiveness of each such project (i.e., will the project lower the projected system cumulative present value revenue requirement “CPVRR” as compared to such CPVRR without the solar project) and the amount of revenue requirements

and appropriate percentage increase in base rates needed to collect the estimated revenue requirements; and (iv) approval of the solar generation project will be an issue to be resolved at the regularly scheduled Fuel Docket hearing; provided, however, that the Commission on its own initiative or upon good cause shown by an intervenor (which may include any Party to this Agreement or any other entity satisfying the standing requirements of Florida law) may set FPL's request for approval of the solar generation project for a separate hearing to be held in the Fuel Docket before the end of that calendar year. If approved, FPL will calculate and submit for Commission confirmation the amount of the SoBRA for each such solar project using the CCR Clause projection filing for the year that solar project will go into service. For a solar project that is scheduled to go into service in 2017, FPL shall not implement a base rate adjustment until such project is approved by the Commission pursuant to this Paragraph 10. For each solar project approved pursuant to this Agreement, the base rate increase shall be based upon FPL's billing determinants for the first 12 months following such project's commercial in-service date, where such billing determinants are those used in FPL's then-most-current CCR Clause filings with the Commission, including, to the extent necessary, projections of such billing determinants into a subsequent calendar year so as to cover the same 12 months as the first 12 months of each such solar project's operation.

(d) FPL may not receive approval in any one year for incremental SoBRA recovery of more than 300 MW of solar projects for a calendar year; provided, however, to the extent that FPL receives approval for SoBRA recovery of less than 300 MW in a year, the surplus capacity can be carried over to the following years through the period identified in the first sentence of Paragraph 10(a). For example, if FPL receives approval in 2017 for SoBRA

recovery of 200 MW of solar capacity, it would be entitled to increase its request in the subsequent year(s) for SoBRA of an additional 100 MW.

(e) Each SoBRA is to be reflected on FPL's customer bills by increasing base charges and base non-clause recoverable credits and commercial/industrial demand reduction rider credits by an equal percentage contemporaneously. The calculation of the percentage change in rates is based on the ratio of the jurisdictional Annualized Base Revenue Requirement and the forecasted retail base revenues from the sales of electricity during the first twelve months of operation. FPL will begin applying the incremental base rate charges and base credits for each SoBRA to meter readings made on and after the commercial in-service date of that solar generation site.

(f) Each SoBRA will be calculated using a 10.55% ROE and the appropriate incremental capital structure consistent with the approach authorized for the Okeechobee LSA and adjusted to reflect the inclusion of investment tax credits on a normalized basis. FPL will calculate and submit for Commission approval the amount of the SoBRA for each solar generation project using the CCR Clause projection filing for the year that solar project is expected to go into service.

(g) In the event that the actual capital expenditures are less than the projected costs used to develop the initial SoBRA factor, the lower figure shall be the basis for the full revenue requirements and a one-time credit will be made through the CCR Clause. In order to determine the amount of this credit, a revised SoBRA Factor will be computed using the same data and methodology incorporated in the initial SoBRA factor, with the exception that the actual capital expenditures will be used in lieu of the capital expenditures on which

the Annualized Base Revenue Requirement was based. On a going forward basis, base rates will be adjusted to reflect the revised SoBRA factor. The difference between the cumulative base revenues since the implementation of the initial SoBRA factor and the cumulative base revenues that would have resulted if the revised SoBRA factor had been in-place during the same time period will be credited to customers through the CCR Clause with interest at the 30-day commercial paper rate as specified in Rule 25-6.109, F.A.C.

(h) Subject to the maximum cost of \$1,750 per kWac set forth in the subparagraph 10(a), in the event that actual capital costs for a solar generation project are higher than the projection on which the Annualized Base Revenue Requirement was based, FPL at its option may initiate a limited proceeding per Section 366.076, Florida Statutes, limited to the issue of whether FPL has met the requirements of Rule 25-22.082(15), F.A.C. Nothing in this Agreement shall prohibit a Party from participating in any such limited proceeding for the purpose of challenging whether FPL has met the requirements of Rule 25-22.082(15) or otherwise acted in accordance with this Agreement. If the Commission finds that FPL has met the requirements of Rule 25-22.082(15), then FPL shall increase the SoBRA by the corresponding incremental revenue requirement due to such additional capital costs, provided, consistent with subparagraph 10(a) above, FPL is prohibited from recovering through the SoBRA mechanism any costs greater than \$1,750 per kWac under any circumstances. However, FPL's election not to seek such an increase in the SoBRA shall not preclude FPL from booking any incremental costs for surveillance reporting and all regulatory purposes subject only to a finding of imprudence or disallowance by the Commission. Nothing in this Agreement shall preclude any Party to this Agreement or any

other lawful party from participating, consistent with the full rights of an intervenor, in any such limited proceeding.

(i) FPL's base rate and credit levels applied to customer bills, including the effects of the SoBRAs as implemented pursuant to this Agreement (i.e., uniform percent increase for all rate classes applied to base revenues), shall continue in effect until next reset by the Commission in a general base rate proceeding.

11. (a) Notwithstanding Paragraph 4 above, if FPL's earned return on common equity falls below the bottom of its authorized range during the Minimum Term on an FPL monthly earnings surveillance report stated on an FPSC actual, adjusted basis, FPL may petition the FPSC to amend its base rates, either as a general rate proceeding under Sections 366.06 and 366.07, Florida Statutes, or as a limited proceeding under Section 366.076, Florida Statutes. Throughout this Agreement, "FPSC actual, adjusted basis" and "actual adjusted earned return" shall mean results reflecting all adjustments to FPL's books required by the Commission by rule or order, but excluding pro forma, weather-related adjustments. If FPL files a petition to initiate a general rate proceeding pursuant to this provision, FPL may request an interim rate increase pursuant to the provisions of Section 366.071, Florida Statutes. Nothing in this Agreement shall preclude any Party from participating in any proceeding initiated by FPL to increase base rates pursuant to this Paragraph consistent with the full rights of an intervenor.

(b) Notwithstanding Paragraph 4 above, if, during the Minimum Term of this Agreement, FPL's earned return on common equity exceeds the top of its authorized ROE range reported in an FPL monthly earnings surveillance report stated on an FPSC actual, adjusted basis,

any Party other than FPL shall be entitled to petition the Commission for a review of FPL's base rates. In any case initiated pursuant to this Paragraph, all parties will have full rights conferred by law.

(c) Notwithstanding Paragraph 4 above, this Agreement shall terminate upon the effective date of any final order issued in any such proceeding pursuant to this Paragraph 11 that changes FPL's base rates.

(d) This Paragraph 11 shall not (i) be construed to bar or limit FPL to any recovery of costs otherwise contemplated by this Agreement pursuant to Paragraphs 5 through 10 nor, in any proceeding initiated after a base rate proceeding filed pursuant to this Paragraph, shall any Party be prohibited from taking any position or asserting the application of law or any right or defense in litigation related to FPL's efforts to recover such costs; (ii) apply to any request to change FPL's base rates that would become effective after this Agreement terminates; or (iii) limit any Party's rights in proceedings concerning changes to base rates that would become effective subsequent to the termination of this Agreement to argue that FPL's authorized ROE range or any other element used in deriving its revenue requirements or rates should differ from the range set forth in this Agreement.

12. (a) In Order No. PSC-13-0023-S-EI, the Commission authorized FPL to amortize the total depreciation reserve surplus remaining at the end of 2012, plus a portion of FPL's fossil dismantlement reserve with the amounts to be amortized in each year from 2013 through 2016 left to FPL's discretion but not exceed a total of \$400 million. That amount was later reduced to \$370 million pursuant to the Cedar Bay settlement, Order No. PSC-15-0401-AS-EI. The 2016 Rate Petition and accompanying MFRs projected that FPL would have

amortized the entire amount remaining at the end of 2016. The Parties acknowledge that the actual remaining amount may differ from the projection.

(b) The Parties agree that FPL is authorized to apply the depreciation parameters and resulting rates set forth in Exhibit D attached hereto, and acknowledge that application of those rates results in a \$125.8 million reduction in 2017 test year depreciation expense (compared to application of the depreciation rates shown in Exhibit 331, Attachment 2) and a theoretical depreciation reserve surplus estimated to be \$1,070.2 million at January 1, 2017. The Parties further agree that FPL will use a 10-year amortization period for the capital recovery schedules set forth on Exhibit 109, in lieu of FPL's proposed four-year amortization period.

(c) Notwithstanding the 2012 Rate Case Settlement, the Parties agree that until FPL's base rates are next reset in a general base rate proceeding, FPL may amortize any reserve amount described in Paragraph 12(a) remaining at the end of 2016 and up to \$1,000 million of the theoretical depreciation reserve surplus effected by the depreciation rates set forth in Exhibit D (together, the "Reserve Amount"), with the amounts to be amortized in each year of the Term left to FPL's discretion subject to the following conditions: (i) the amount that FPL may amortize during the Term shall not be less than the actual amount of depreciation reserve surplus remaining at the end of 2016; (ii) for any surveillance reports submitted by FPL during the Minimum Term on which its ROE (measured on an FPSC actual, adjusted basis) would otherwise fall below 9.6%, FPL must amortize at least the amount of the available Reserve Amount necessary to maintain in each such 12-month period an ROE of at least 9.6% (measured on an FPSC actual, adjusted basis); and (iii) FPL may not amortize the Reserve Amount in an amount that results in FPL achieving an ROE greater than 11.6%

(measured on an FPSC actual, adjusted basis) in any such 12-month period as measured by surveillance reports submitted by FPL. FPL shall not satisfy the requirement of Paragraph 11 that its actual adjusted earned return on equity must fall below 9.6% on a monthly surveillance report before it may initiate a petition to increase base rates during the Minimum Term unless FPL first uses any of the Reserve Amount that remains available for the purpose of increasing its earned ROE to at least 9.6% for the period in question. FPL shall file an attachment to its monthly earnings surveillance report for December 2016 that shows the final amount of the 2012 "rollover" surplus that remained at the end of 2016. Thereafter, FPL shall file an attachment to its monthly surveillance report for December of each year during the Term that shows the amount of amortization credit or debit to the Reserve Amount on a monthly basis and year-end total basis for that calendar year. FPL may not amortize any portion of the Reserve Amount past December 31, 2020 unless it provides notice to the Parties by no later than March 31, 2020 that it does not intend to seek a general base rate increase to be effective any earlier than January 1, 2022. Any amortization of the Reserve Amount after December 31, 2020 shall be in accord with this Paragraph.

13. The level of FPL's annual dismantlement accrual shall be as set forth in Hearing Exhibit 343.
14. The Parties agree that the provisions of Rules 25-6.0436 and 25-6.04364, F.A.C., pursuant to which depreciation and dismantlement studies are generally filed at least every four years will not apply to FPL until FPL files its next petition to change base rates. The depreciation rates and dismantlement accrual rates in effect as of the Implementation Date shall remain in effect until FPL's base rates are next reset in a general base rate proceeding. At such time

as FPL shall next file a general base rate proceeding, it shall simultaneously file new depreciation and dismantlement studies and propose to reset depreciation rates and dismantlement accrual rates in accordance with the results of those studies. The Parties agree to support consolidation of proceedings to reset FPL's base rates, depreciation rates and dismantlement accrual rates.

15. In Order PSC-130023-S-EI, the Commission authorized FPL to implement a Pilot Incentive Mechanism designed to create additional value for customers by FPL engaging in wholesale power purchases and sales, as well as all forms of asset optimization. The Parties agree that FPL is authorized to continue the Incentive Mechanism through the Term subject to the following modifications:

(a) On an annual basis, FPL customers will receive 100% of the Incentive Mechanism gain up to a threshold of \$40 million. FPL will retain 60% and customers will receive 40% of incremental gains between \$40 million and \$100 million. FPL will retain 50% and customers will receive 50% of incremental gains in excess of \$100 million.

(b) FPL will net economy sales and purchases in order to determine the impact of variable power plant O&M. If FPL executes more economy sales than economy purchases, FPL will recover the net amount of variable power plant O&M incurred in a given year. If economy purchases are greater than economy sales, FPL's customers will receive a credit for the net variable power plant O&M that has been saved in that year. The per-MWh variable power O&M rate used to calculate these costs shall be as described in FPL's 2017 Test Year MRFs filed with the 2016 Rate Petition, i.e., \$0.65/MWh.

(c) Nothing in this Paragraph is intended to enlarge the jurisdiction of the Commission to approve cost recovery of investments beyond that authorized by Chapter 366, Fla. Stat.

16. FPL agrees to the termination of 100% of natural gas financial hedging prospectively for the Minimum Term and will make filings to implement such termination in Docket No. 160001-EI and subsequent fuel clause proceedings. FPL shall not be prohibited from filing a petition and proposed risk management plan with the Commission to address natural gas financial hedging following expiration of the Minimum Term. The Parties understand and intend that FPL will not enter into any new financial natural gas hedging contracts after the date on which this Agreement is executed, except as may be necessary for FPL to remain in compliance to the minimum extent practicable with the requirements of its currently approved Risk Management Plan.
17. (a) FPL is authorized to transfer to its FERC-regulated affiliate, Florida Southeast Connection ("FSC") the Martin-Riviera ("MR-RV") Lateral natural gas pipeline with all related equipment and inventory, upon a showing that such transfer will result in customer savings on a CPVRR basis pursuant to Paragraph 17(b). FPL will effectuate the transfer of the assets at their net book value as of the transaction date. Simultaneously with the transfer, FPL will contract with FSC to provide firm gas transportation from the Martin plant to the Riviera Beach plant in the same quantities currently available to FPL through its ownership of the MR-RV Lateral.

(b) If FPL negotiates contractual terms with FSC for firm gas transportation that would result in CPVRR savings to customers from the MR-RV Lateral transfer described in

Paragraph 17(a), it will file a petition to confirm the cost-effectiveness of the transaction to customers. In that petition, FPL will request approval to implement a simultaneous change to lower base rates and adjust fuel rates to reflect the projected transportation charges. FPL will implement the base rate adjustment as a percentage reduction in base rates for every rate class. All Parties are free to participate in such proceeding.

18. FPL will implement a 50 MW battery storage pilot program ("Battery Storage Pilot") designed to enhance service for large commercial/industrial customers, small retail customers and large retail customers or to enhance operations of existing or planned solar facilities. The Parties to this Agreement will work cooperatively regarding the location of the battery storage projects; however, FPL shall ultimately be responsible for determining the projects and locations that provide the most benefits at the time of installation. The cost to install battery storage projects pursuant to this Paragraph shall be reasonable and, on average, shall not exceed \$2,300 per kWac. The Parties to this Agreement agree that the Battery Storage Pilot implementation in accordance with this Agreement and not in violation of any law are a prudent investment and provides benefits for customers. FPL will pursue cost recovery for the Battery Storage Pilot in its next general base rate case, and the Parties to this Agreement agree not to contest the prudence of the investment that complies with this Agreement.
19. FPL and interested Parties to this Agreement will jointly request a Commission workshop to address a Pilot Demand-Side Management Opt-Out program, including eligibility criteria, verification procedures, cost recovery and other implementation issues. Participation in the workshop and, if applicable, any Opt-Out program will not be limited to the Parties to this

Agreement nor shall this Paragraph operate to impair the rights of any substantially affected person to seek additional or different relief as allowed by law.

20. FPL will evaluate whether it is reasonable and appropriate to offer a new tariff for customers who interconnect with an FPL distribution substation.
21. FPL in its next general base rate case will submit for informational purposes a cost of service study that compares revenue requirements by rate class between (a) implementing the Minimum Distribution System (“MDS”) methodology at the requested revenue requirement increase, which study gives due consideration to the methodology applied by Tampa Electric Company in its last base rate case and (b) a situation that is identical to (a) in all other respects except that the MDS methodology is not implemented.
22. No Party to this Agreement will request, support, or seek to impose a change in the application of any provision hereof. Except as provided in Paragraph 11, a Party to this Agreement will neither seek nor support any change in FPL’s base rates or credits applied to customer bills, including limited, interim or any other rate decreases, that would take effect prior to expiration of the Minimum Term, except for any such reduction requested by FPL or as otherwise provided for in this Agreement. No party is prohibited from seeking interim, limited, or general base rate relief, or a change to credits, to be effective following the expiration of the Minimum Term.
23. Nothing in this Agreement will preclude FPL from filing and the Commission from approving any new or revised tariff provisions or rate schedules requested by FPL, provided that such tariff request does not increase any existing base rate component of a tariff or rate

schedule during the Term unless the application of such new or revised tariff, service or rate schedule is optional to FPL's customers.

24. The provisions of this Agreement are contingent on approval of this Agreement in its entirety by the Commission without modification. The Parties agree that approval of this Agreement is in the public interest. The Parties further agree that they will support this Agreement and will not request or support any order, relief, outcome, or result in conflict with the terms of this Agreement in any administrative or judicial proceeding relating to, reviewing, or challenging the establishment, approval, adoption, or implementation of this Agreement or the subject matter hereof. No party will assert in any proceeding before the Commission or any court that this Agreement or any of the terms in the Agreement shall have any precedential value, except to enforce the provisions of this Agreement. Approval of this Agreement in its entirety will resolve all matters and issues in Docket Nos. 160021-EI, 160061-EI, 160062-EI and 160088-EI pursuant to and in accordance with Section 120.57(4), Florida Statutes. This docket will be closed effective on the date the Commission Order approving this Agreement is final, and no Party shall seek appellate review of any order issued in these Dockets.

25. This Agreement is dated as of October 6, 2016. It may be executed in counterpart originals, and a scanned .pdf copy of an original signature shall be deemed an original. Any person or entity that executes a signature page to this Agreement shall become and be deemed a Party with the full range of rights and responsibilities provided hereunder, notwithstanding that such person or entity is not listed in the first recital above and executes the signature page subsequent to the date of this Agreement, it being expressly understood that the addition

of any such additional Party(ies) shall not disturb or diminish the benefits of this Agreement to any current Party.

26. All provisions of this Agreement survive the Minimum Term except Paragraphs 10 and 11.

In Witness Whereof, the Parties evidence their acceptance and agreement with the provisions of this Agreement by their signature.

Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408

By: ERIC E. SILAGY
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FPL President & CEO

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1300 Thomaswood Drive
Tallahassee, Florida 32308

By: ROBERT SCHEFFEL WRIGHT
Robert Scheffel Wright

EXHIBIT D

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for limited proceeding for recovery of incremental storm restoration costs related to Hurricane Matthew by Florida Power & Light Company.

DOCKET NO. 160251-EI
ORDER NO. PSC-17-0055-PCO-EI
ISSUED: February 20, 2017

The following Commissioners participated in the disposition of this matter:

JULIE I. BROWN, Chairman
ART GRAHAM
RONALD A. BRISÉ
JIMMY PATRONIS
DONALD J. POLMANN

ORDER APPROVING 2017 INTERIM STORM
RESTORATION RECOVERY CHARGE

BY THE COMMISSION:

BACKGROUND

On December 29, 2016, Florida Power & Light Company (FPL) filed a petition for a limited proceeding seeking authority to implement an interim storm restoration recovery charge to recover a total of \$318.5 million for the incremental restoration costs related to Hurricane Matthew and to replenish its storm reserve. In its petition, FPL asserts that as a result of Hurricane Matthew, FPL incurred total retail recoverable costs of approximately \$293.8 million, less its pre-storm storm reserve balance of \$93.1 million, resulting in net recoverable costs of \$200.7 million. In addition, FPL proposes to replenish its storm reserve to the \$117.1 million balance that existed on January 2, 2013. Interest and the regulatory assessment fee gross-up add an additional \$0.6 million to the recoverable costs.

FPL filed its petition pursuant to the provisions of the Revised Stipulation and Settlement Agreement (RSSA) approved by this Commission in Order No. PSC-13-0023-S-EI.¹ Pursuant to Paragraph 5 of the RSSA, FPL can recover storm costs, not exceeding \$4.00/1,000 kWh on monthly residential customer bills, on an interim basis beginning sixty days following the filing of a petition for recovery. In its petition, FPL has requested an interim storm restoration recovery charge of \$3.36 on a monthly 1,000 kWh residential bill, effective March 1, 2017. The interim storm restoration recovery charge would remain in effect for a 12-month period.

The Office of Public Counsel (OPC) filed its Notice of Intervention on January 13, 2017, which was acknowledged by Order No. PSC-17-0030-PCO-EI, issued January 18, 2017. On February 6, 2017, OPC filed an Objection to Petition for Limited Proceeding for Recovery of Incremental Storm Restoration Costs Related to Hurricane Matthew by Florida Power & Light

¹ Order No. PSC-13-0023-S-EI, issued January 14, 2013, in Docket No. 120015-EI, In re: Petition for increase in rates by Florida Power & Light Company.

Company and Request for a Section 120.57(1) Hearing. This Commission has jurisdiction over this matter pursuant to Sections 366.04, 366.05, 366.06, and 366.076, Florida Statutes.

DECISION

As stated in the background, FPL filed a petition for a limited proceeding seeking authority to implement an interim storm restoration recovery charge to recover a total of \$318.5 million for the incremental restoration costs related to Hurricane Matthew and to replenish its storm reserve. The requested recovery of \$318.5 million² represents net retail recoverable costs of approximately \$200.7 million, plus an additional \$117.1 million to replenish the storm reserve to the balance that existed on January 2, 2013. In addition, the \$318.5 million includes interest of \$0.4 million and regulatory assessment fee expense of \$0.2 million. The petition was filed pursuant to the provisions of the RSSA approved by the Commission in Order No. PSC-13-0023-S-EI.³ Pursuant to Paragraph 5 of the RSSA, FPL can begin to recover storm costs, not exceeding \$4.00/1,000 kWh on monthly residential customer bills, on an interim basis beginning sixty days following the filing of a petition for recovery. FPL has requested an interim storm restoration recovery charge of \$3.36 on a monthly 1,000 kWh residential bill, effective for a 12-month period beginning March 1, 2017.

In its petition, FPL asserts that it incurred total retail recoverable costs of approximately \$293.8 million as a result of Hurricane Matthew. This amount was calculated in accordance with the Incremental Cost and Capitalization Approach (ICCA) methodology prescribed in Rule 25-6.0143, Florida Administrative Code (F.A.C.). The net retail recoverable costs of \$200.7 million were determined by reducing the \$293.8 million total costs by the pre-storm storm reserve balance of \$93.1 million. Paragraph 5 of the RSSA also allows FPL to request the replenishment of its storm reserve to the \$117.1 million balance that existed on January 2, 2013, the implementation date of the RSSA.

Paragraph 5 of the RSSA indicates that “all storm related costs subject to interim recovery shall be calculated and disposed of pursuant to Commission Rule 25-6.0143, F.A.C.” and that parties to the RSSA “are not precluded from participating in any such proceedings and opposing the amount of FPL’s claimed costs.” This language clearly indicates that the parties to the RSSA intended that the interim storm restoration recovery charge would be preliminary in nature and that the storm related costs would be reviewed for prudence and reasonableness and any over/under recovery determined and disposed of once all costs and revenues were known in a proceeding in which parties could participate. OPC has requested that we hold an evidentiary hearing for this purpose. We agree and direct the parties to work with our staff to develop an efficient hearing schedule for submittal to the Prehearing Officer assigned to this matter.

Based on a review of the information provided by FPL in its petition, we approve FPL’s implementation of its proposed 2017 Interim Storm Restoration Recovery Charge, subject to refund. Once the total actual storm costs are known, FPL shall be required to file documentation of the storm costs for Commission review and true up of any excess or shortfall.

² See Document No. 09594-16, Appendix A, Page 1 of 3 (FPL Petition).

³ Order No. PSC-13-0023-S-EI, issued January 14, 2013, in Docket No. 120015-EI, In re: Petition for increase in rates by Florida Power & Light Company.

In its petition, FPL asserts that it has maintained the amount of eligible restoration costs that exceed the pre-storm balance of the storm reserve as a debit in Account 228.1 as required by Rule 25-6.0143(1)(i), F.A.C. However, FPL has requested approval to establish a regulatory asset to be recorded in Account 182.1, Extraordinary Property Losses, and transfer the debit balance in Account 228.1 to Account 182.1, effective March 1, 2017. FPL contends that this treatment would be consistent with the storm cost recovery for the 2004 storm season approved by the Commission in Order No. PSC-05-0937-FOF-EI.⁴

When Order No. PSC-05-0937-FOF-EI was issued in 2005, Rule 25-6.0143, F.A.C., stated the following concerning Account 228.1:

(1) Account No. 228.1 Accumulated Provision for Property Insurance.

(a) This account may be established to provide for losses through accident, fire, flood, storms, nuclear accidents and similar type hazards to the utility's own property or property leased from others, which is not covered by insurance. This account would also include provisions for the deductible amounts contained in property loss insurance policies held by the utility as well as retrospective premium assessments stemming from nuclear accidents under various insurance programs covering nuclear generating plants. A schedule of risks covered shall be maintained, giving a description of the property involved, the character of risks covered and the accrual rates used.

(b) Charges to this account shall be made for all occurrences in accordance with the schedule of risks to be covered which are not covered by insurance. Recoveries or reimbursements for losses charged to this account shall be credited to the account.

Because the rule at that time did not specifically address the treatment of debit balances in Account 228.1, it was necessary to establish a regulatory asset to allow the deferral and subsequent amortization of the storm reserve debit balance in Account 228.1.

In 2007, however, Rule 25-6.0143, F.A.C., was expanded regarding Account 228.1. The extensive rule revisions included the establishment of the ICCA methodology for determining the types of costs eligible to be charged to the reserve. Rule 25-6.0143(1)(i), F.A.C., was also established and states that:

If the charges to Account No. 228.1 exceed the account balance, the excess shall be carried as a debit balance in Account No. 228.1 and no request for a deferral of the excess or for the establishment of a regulatory asset is necessary.

Since the rule has been specifically amended so that any debit balance in Account 228.1 is automatically deferred for accounting purposes, a request for a deferral or the establishment of a regulatory asset is no longer required or necessary. For this reason, we deny FPL's request to establish a regulatory asset for the debit balance in Account 228.1.

⁴ Order No. PSC-05-0937-FOF-EI, issued September 21, 2005, in Docket No. 041291-EI, In re: Petition for authority to recover prudently incurred storm restoration costs related to 2004 storm season that exceed storm reserve balance, by Florida Power & Light Company.

FPL proposes to commence the 12-month recovery period for its interim storm restoration recovery charge on March 1, 2017 and to include the charge in the non-fuel energy charge on customer bills. In support of its proposed rate calculations, FPL has provided Appendices C and D to the petition. Appendix C illustrates the computation of the proposed interim storm restoration recovery charges for each rate class. FPL represents that it followed the methodology for allocation of storm costs among rate classes consistent with the method set forth in FPL's storm financing order.⁵ Specifically, FPL has developed its proposed charges by rate class using the following steps:

- (1) Multiplying the percent allocation of plant share by rate class as shown in the Cost of Service MFR Schedule E-3a approved in Docket No. 120015-EI⁶ by the percentage share of plant assets projected to be damaged,⁷
- (2) Multiplying the allocation factors for each rate class as determined in Step (1) above by the total amount of storm losses associated with Hurricane Matthew (\$318,456,000), and
- (3) Dividing the results obtained in Step (2) above for each rate class by the projected sales for each rate class during the 12-month recovery period to arrive at the charges by rate class.

Commission staff has replicated FPL's calculations and found that the allocation methodology is reasonable. Most of the storm-related costs are weighted to reflect damage to distribution and transmission assets (71 percent and 20 percent, respectively) with a lesser proportion related to generation and other plant assets.

Application of the allocation methodology for the residential customer rate class results in a proposed interim storm restoration recovery charge of 0.336 cents per kWh, which equates to \$3.36 on a 1,000 kWh residential bill. The proposed interim charges for all rate classes are presented on Original Tariff Sheet No. 8.042 included in Appendix D to FPL's petition. Appendix D also includes Fifty-Sixth Revised Tariff Sheet No. 8.010 which reflects the appropriate addition of Sheet No. 8.042 to FPL's Index of Rate Schedules. Both tariff sheets are included in Attachment A.

Based on the above, we hereby approve FPL's proposed Original Tariff Sheet No. 8.042 and Fifty-Sixth Revised Tariff Sheet No. 8.010 as shown in Attachment A with an effective date of March 1, 2017.

We further find that all funds shall be collected subject to refund secured by a corporate undertaking. The criteria for a corporate undertaking include sufficient liquidity, ownership equity, profitability, and interest coverage to guarantee any potential refund. Upon review of FPL's 2015, 2014 and 2013 financial statements, we find that FPL's financial performance demonstrates adequate levels of liquidity, ownership equity, profitability, and interest coverage to guarantee any potential refund and adequate resources to support a corporate undertaking in

⁵ Order No. PSC-06-0464-FOF-EI, issued May 30, 2006, in Docket No. 060038-EI, In re: Petition for issuance of a storm recovery financing order, by Florida Power & Light Company.

⁶ Order No. PSC-13-0023-S-EI, issued January 14, 2013, in Docket No. 120015-EI, In re: Petition for increase in rates by Florida Power & Light Company.

⁷ FPL represented that the percentages of assets projected to be damaged were derived from the "Storm Loss and Reserve Performance Analysis" study prepared for FPL by ABS Consulting in conjunction with Docket No. 080677-EI, In re: Petition for increase in rates by Florida Power & Light Company.

the amount requested. Based on this analysis, we find that a corporate undertaking of \$318.5 million is acceptable. We note that this brief financial analysis is only appropriate for deciding if FPL can support a corporate undertaking in the amount proposed and shall not be considered a finding regarding our position on other issues in this proceeding.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Florida Power & Light Company shall be allowed to implement its 2017 Interim Storm Restoration Recovery Charge, subject to refund. It is further

ORDERED that Florida Power & Light Company's Original Tariff Sheet No. 8.042 and Fifty-Sixth Revised Tariff Sheet No. 8.010, as shown on Attachment A, is hereby approved with an effective date of March 1, 2017. It is further

ORDERED that Florida Power & Light Company shall institute a corporate undertaking in the amount of \$318.5 to guarantee the funds collected subject to refund. It is further

ORDERED that the parties shall work with Commission staff to set this matter for hearing. It is further

ORDERED that this docket shall remain open pending final reconciliation of actual recoverable Hurricane Matthew storm costs with the amount collected pursuant to the 2017 Interim Storm Restoration Recovery Charge, and the calculation of a refund or additional charge, if warranted.

By ORDER of the Florida Public Service Commission this 20th day of February, 2017.

/s/ Carlotta S. Stauffer

CARLOTTA S. STAUFFER
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399
(850) 413-6770
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Copies furnished: A copy of this document is provided to the parties of record at the time of issuance and, if applicable, interested persons.

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

Any party adversely affected by this order, which is preliminary, procedural or intermediate in nature, may request: (1) reconsideration within 10 days pursuant to Rule 25-22.0376, Florida Administrative Code; or (2) judicial review by the Florida Supreme Court, in the case of an electric, gas or telephone utility, or the First District Court of Appeal, in the case of a water or wastewater utility. A motion for reconsideration shall be filed with the Office of Commission Clerk, in the form prescribed by Rule 25-22.0376, Florida Administrative Code. Judicial review of a preliminary, procedural or intermediate ruling or order is available if review of the final action will not provide an adequate remedy. Such review may be requested from the appropriate court, as described above, pursuant to Rule 9.100, Florida Rules of Appellate Procedure.

FLORIDA POWER & LIGHT COMPANY

Original Sheet No. 8,042

2017 Interim Storm Restoration Recovery Charge

The following charges are applied to the Monthly Rate of each rate schedule as indicated and are calculated in accordance with the formula specified by the Florida Public Service Commission. The 2017 Interim Storm Restoration Recovery Charge shall be charged monthly for a period of twelve (12) months from the effective date of this tariff.

<u>Rate Schedule</u>	<u>c/kWh</u>
ALL KWH -- R5-1, RIR-1	0.336
GS-1, GST-1	0.302
GSD-1, GSDT-1, HIFT-1, SDTR-1	0.225
GSD-1, GSDT-1, CS-1, CS1-1, HILT-2, SDTR-2	0.243
GSD-2, GSDT-2, CS-2, CS1-2, HIFT-3, SDTR-3	0.179
GSD-3, GSDT-3, CS-3, CS1-3	0.089
OS-2	1.113
MIF	0.236
CHC-H(G)	0.335
CHC-H(D)	0.191
CHC-H(T)	0.063
SI-1, SI-1A, PL-1	1.756
OL-1	1.576
SI-2, SI-2M, GSCU-1	0.158
SST-H(T), ISSI-H(T)	0.043
SST-H(D1), SST-H(D2) SST-H(D3), ISSI-H(D)	0.782

Issued by: S. E. Romig, Director, Rates and Tariffs
 Effective:

FLORIDA POWER & LIGHT COMPANY Fifty-Sixth Revised Sheet No. 8.010
 Cancels Fifty-Fifth Revised Sheet No. 8.010

INDEX OF RATE SCHEDULES		
<u>RATE SCHEDULE</u>	<u>DESCRIPTION</u>	<u>SHEET NO.</u>
BA	Billing Adjustment	8.030
SC	Storm Charge	8.040
ISC	2017 Interim Storm Restoration Recovery Charge	8.042
GS-1	General Service - Non-Demand (0-20 kW)	8.101
GS1-1	General Service - Non-Demand - Time of Use (0-20 kW)	8.107
GS11-1	General Service Demand (21-499 kW)	8.105
GS11-1	General Service Demand - Time of Use (21-499 kW)	8.107
GS1	General Service Load Management Program	8.109
NSMR	Non-Standard Meter Rider	8.120
GS11-1	General Service Contract Usage	8.122
RS-1	Residential Service	8.201
R1R-1	Residential Time of Use Rider	8.203
CU	Common Use Facilities Rider	8.211
R1P	Residential Load Control Program	8.217
GS1D-1	General Service Large Demand (500-1999 kW)	8.310
GS1D1-1	General Service Large Demand - Time of Use (500-1999 kW)	8.320
CS-1	Contractable Service (500-1999 kW)	8.330
CS1-1	Contractable Service - Time of Use (500-1999 kW)	8.340
GS1D-2	General Service Large Demand (2000 kW +)	8.412
GS1D1-2	General Service Large Demand - Time of Use (2000 kW +)	8.420
H1F1	High Load Factor - Time of Use	8.425
CS-2	Contractable Service (2000 kW +)	8.432
CS1-2	Contractable Service - Time of Use (60 kV or above)	8.440
CS1-3	Contractable Service - Time of Use (69 kV or above)	8.542
CS1	Contractable Service (69 kV or above)	8.545
GS1D-3	General Service Large Demand (69 kV or above)	8.551
GS1D1-3	General Service Large Demand - Time of Use (69 kV or above)	8.552
SS-2	Sports Field Service	8.602
ME-1	Metropolitan Transit Service	8.610
CHC-1	Commercial Industrial Load Control Program (Fixed Schedules)	8.650
CDR	Commercial Industrial Demand Reduction Rider	8.680
SL-1	Street Lighting	8.715
SL-1M	Street Lighting Metered Service	8.718
PL-1	Premium Lighting	8.720
OL-1	Outdoor Lighting	8.725
SL-2	Traffic Signal Service	8.730
SL-2M	Traffic Signal Metered Service	8.731
LL-1	LED Lighting Pilot	8.735
RL-1	Recreational Lighting	8.743
SS1-1	Standby and Supplemental Service	8.750
SS1-1	Interruptible Standby and Supplemental Service	8.760
EDR	Economic Development Rider	8.800
DSMAR	Demand Side Management Adjustment Rider	8.810
TR	Transformation Rider	8.820
SDR	Seasonal Demand - Time of Use Rider	8.830
EFDR	Existing Facility Economic Development Rider	8.901
CISR	Commercial Industrial Service Rider	8.910
VSP	Voluntary Solar Partnership Pilot Program	8.930

Issued by: S. E. Romig, Director, Rates and Tariffs
 Effective:

EXHIBIT E

Hurricane Irma - Power Outage Data

Date/Time		Total Accounts Without Power: 663,398															Percentages:						Without 6.32%						With 93.68%			
County	FPL			Duke Energy			Gulf Power			Tampa Electric			FPU			Cooperatives			Municipals			COUNTY TOTALS										
	Number of Accounts	Current Number Out	% of Total	Number of Accounts	Current Number Out	% of Total	Number of Accounts	Current Number Out	% of Total	Number of Accounts	Current Number Out	% of Total	Number of Accounts	Current Number Out	% of Total	Number of Accounts	Current Number Out	% of Total	Number of Accounts	Current Number Out	% of Total	Current Number Out	Number of Accounts	% With	% Out							
ALACHUA	1,300	123	9%	4,850	401	8%							23,225	1,851	7%	100,020	780	1%	2,562	130,032	10%	2%										
BAKER	5,460	759	14%	2,273	0	0%	101,709	0	0%				5,953	0	0%				0	115,629	100%	0%										
BAY													1,647	0	0%				0	12,549	24%	0%										
BREKIDFORD	4,100	550	13%										3,854	151	3%	2,003	0	0%	0	370,444	97%	3%										
BROWARD	307,860	9,720	3%	10	1	0%							3,070	0	0%				0	23,284	93%	2%										
BROWARD	933,300	23,230	2%										54	54	100%				0	933,300	100%	0%										
CALHOUN													1,097	0	0%	1,314	0	0%	0	3,326	100%	0%										
CHARLOTTE	114,100	8,780	8%										958	203	21%				0	8,952	114,808	92%	0%									
CITRUS				46,697	4,552	10%							41,917	0	0%				0	4,552	67,134	55%	0%									
CLAY	800	60	8%										80,056	0	0%	13,883	0	0%	0	85	93,838	100%	0%									
COLLIER	210,700	71,840	34%										35,211	14,339	41%				0	85,979	245,511	65%	35%									
COLUMBIA	4,000	280	7%	369	2	0%							18,737	0	0%				0	33,363	39%	1%										
DESDOTO	13,900	3,970	28%										971	0	0%				0	3,610	17,571	63%	17%									
DUVAL	10	0	0%	1,800	5	0%							8,217	0	0%				0	10,017	100%	0%										
DUVAL							152,959	0	0%				17	0	0%	449,615	720	0%	720	449,842	100%	0%										
ESCAMBIA													3,532	0	0%				0	169,136	100%	0%										
FLAGLER	58,900	2,540	4%	18	4	20%							3	0	0%				0	2,544	58,915	55%	4%									
FRANKLIN				10,292	0	0%													0	10,292	100%	0%										
GAZDIDEN													14,998	0	0%	7,322	0	0%	0	22,320	100%	0%										
GILCHRIST				1,637	4	0%							7,253	0	0%				0	4	8,500	100%	0%									
GLADES	3,400	300	9%										2,942	391	13%	912	0	0%	0	681	7,254	91%	0%									
GULF				6,470	0	0%							4,238	0	0%				0	10,399	100%	0%										
HAMILTON				2,937	8	0%							3,765	0	0%				0	6,702	100%	0%										
HARDEE	40	0	0%	2,671	1,321	49%							6,545	341	5%	2,734	0	0%	1,663	12,291	66%	34%										
HENDRY	9,700	2,610	27%										4,778	1,531	32%	4,273	0	0%	4,191	18,700	78%	22%										
HERNANDO				11,341	1,121	10%							83,539	0	0%				0	1,121	84,660	99%	1%									
HIGHLANDS	680	30	5%	54,299	28,600	49%							7,858	3,766	48%				0	30,399	67,665	61%	4%									
HILLSBOROUGH				25	1	4%							1,148	0	0%				0	1,173	100%	0%										
HOLMES							2,581	0	0%				7,842	0	0%				0	10,423	100%	0%										
INDIAN RIVER	56,300	370	1%										219	0	0%	35,030	0	0%	370	91,545	100%	0%										
JACKSON							1,359	0	0%				13,879	0	0%				0	25,161	100%	0%										
JEFFERSON				4,639	13	0%							3,474	0	0%				0	13	8,112	100%	0%									
LAFAYETTE				816	2	0%							3,208	114	4%				0	116	4,043	97%	3%									
LAKE				84,056	16,603	20%							56,105	158	0%	27,703	0	0%	0	16,759	177,867	91%	0%									
LEE	259,900	54,780	21%										179,204	46,319	23%				0	85,178	438,934	78%	22%									
LEON				61	0	0%							24,492	0	0%	117,250	0	0%	0	141,776	100%	0%										
LEWY				3,792	223	6%							19,548	281	1%	1,462	0	0%	243	24,710	99%	1%										
LIBERTY													3,309	0	0%				0	4,069	100%	0%										
MADISON				3,811	11	0%							6,997	0	0%				0	11	10,708	100%	0%									
MANATEE	184,900	15,850	9%										24,827	0	0%				0	15,866	209,757	92%	8%									
MARION				65,525	21,281	33%							73,611	945	1%	49,855	1,199	2%	23,535	189,091	58%	12%										
MARTIN	93,400	220	0%													23,086	100	0%	88,460	1,137,026	92%	8%										
MIAMI-DADE	1,114,000	89,310	8%													31,183	15,000	48%	20,378	63,773	68%	32%										
MONROE	20	10	11%																0	44,796	55%	2%										
NASSAU	27,800	2,420	11%										15,259	0	0%				0	108,411	100%	0%										
OKALOOSA							92,602	0	0%				16,076	0	0%				0	108,678	100%	0%										
ORKEECHOBEE	20,200	110	1%										2,736	43	2%				0	153	22,700	99%	1%									
ORANGE	18	0	0%	369,171	45,290	12%										211,091	207	0%	45,497	586,272	92%	8%										
OSCEOLA	18	0	0%	46,665	5,221	11%							914	0	0%	103,742	0	0%	5,221	152,731	67%	3%										
PALM BEACH	739,200	7,780	1%													27,847	0	0%	7,780	765,847	99%	1%										
PASCO				139,902	1,514	1%							23,836	0	0%	106,267	0	0%	1,514	231,665	59%	1%										
PINELLAS				840,833	23,311	4%							15,984	0	0%				0	23,311	863,917	96%	4%									
POLK				100,519	22,833	23%							85,287	0	0%				0	32,133	336,732	90%	10%									
PUTNAM	26,100	3,270	12%																0	3,270	41,266	92%	8%									
SANTA ROSA							88,697	0	0%				21,148	0	0%				0	73,256	100%	0%										
SARASOTA	253,800	27,700	11%										7,558	0	0%				0	27,700	263,835	95%	5%									
SEMINOLE	34,400	2,490	7%	156,102	33,367	21%							35	0	0%				0	35,847	216,503	83%	17%									
ST. JOHNS	86,900	4,800	6%																0	4,800	136,789	95%	4%									
ST. LUCIE	129,200	360	0%																0	360	133,830	100%	0%									
SUMTER				10,171	3,948	39%								81,839	122	0%	1,500	0	0%	4,070	77,610	94%	6%									
SUWANNEE	5,100	530	10%											5,950	0	0%			0	530	22,757	98%	2%									
TAYLOR				6,025	17	0%							5,850	0	0%				0	17	12,916	100%	0%									
UNION	1,700	18	1%											3,738	0	0%			0	18	6,438	100%	0%									
VOLUNSA	176,900	7,328	4%	81,855	18,366	23%							2,151	0	0%	28,579	0	0%	25,698	286,525	81%	0%										
WAKULLA				8,914	18	0%							3,849																			

Antonia Hover

From: consumerComplaint@psc.state.fl.us
Sent: Monday, October 01, 2018 12:36 PM
To: Consumer Contact
Subject: E-Form Other Complaint TRACKING NUMBER: 127597

CUSTOMER INFORMATION

Name: Beatrice Balboa
Telephone:
Email: beatricebalboa@gmail.com
Address: 1010 South Ocean Boulevard, Apt. 1008 Pompano Beach FL 33062

BUSINESS INFORMATION

Business Account Name: Beatrice Balboa
Account Number:
Address: 1010 South Ocean Boulevard, Apt. 1008 Pompano Beach FL 33062

COMPLAINT INFORMATION

Complaint: Other Complaint against Florida Power & Light Company
Details:

As you are probably aware of the latest issues with FPL dilapidated, deteriorated and degraded electrical infrastructure in Broward County and/or the State of Florida, a class action lawsuit is ongoing, alleging there are significant issues and concerns with FPL electrical infrastructure. Please note we are at the start of October 2018 and safety is paramount to ensure and assure hardworking taxpayer residents of the Pompano Beach Aegean peace of mind from such catastrophes. I look forward to some positive feedback in this most important matter.

Antonia Hover

From: consumerComplaint@psc.state.fl.us
Sent: Monday, October 01, 2018 12:36 PM
To: Consumer Contact
Subject: E-Form Other Complaint TRACKING NUMBER: 127598

CUSTOMER INFORMATION

Name: Beatrice Balboa
Telephone:
Email: beatricebalboa@gmail.com
Address: 1010 South Ocean Boulevard, Apt. 1008 Pompano Beach FL 33062

BUSINESS INFORMATION

Business Account Name: Beatrice Balboa
Account Number:
Address: 1010 South Ocean Boulevard, Apt. 1008 Pompano Beach FL 33062

COMPLAINT INFORMATION

Complaint: Other Complaint against Florida Power & Light Company

Details:

As you are probably aware of the latest issues with FPL dilapidated, deteriorated and degraded electrical infrastructure in Broward County and/or the State of Florida, a class action lawsuit is ongoing, alleging there are significant issues and concerns with FPL electrical infrastructure. Please note we are at the start of October 2018 and safety is paramount to ensure and assure hardworking taxpayer residents of the Pompano Beach Aegean peace of mind from such catastrophes. I look forward to some positive feedback in this most important matter.

Antonia Hover

From: consumerComplaint@psc.state.fl.us
Sent: Monday, October 01, 2018 12:36 PM
To: Consumer Contact
Subject: E-Form Other Complaint TRACKING NUMBER: 127599

CUSTOMER INFORMATION

Name: Beatrice Balboa
Telephone:
Email: beatricebalboa@gmail.com
Address: 1010 South Ocean Boulevard, Apt. 1008 Pompano Beach FL 33062

BUSINESS INFORMATION

Business Account Name: Beatrice Balboa
Account Number:
Address: 1010 South Ocean Boulevard, Apt. 1008 Pompano Beach FL 33062

COMPLAINT INFORMATION

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