BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for initiation of formal proceedings against Florida Power & Light Company and request for evidentiary hearing, by Rachel Renee Davis (Complaint # 1494124E).	Docket No. 20260151-EI Filed: November 3, 2026

FLORIDA POWER & LIGHT COMPANY'S RESPONSE TO PETITIONER'S NOTICE THAT NO RESPONSE HAS BEEN FILED AND REQUEST FOR RULING ON MOTION FOR INTERIM RELIEF

Florida Power & Light Company ("FPL") files this Response to "Petitioner's Notice That No Response Has Been Filed and Request for Ruling on Motion for Interim Relief" filed by Rachel Renee Davis ("Petitioner") on October 27, 2026 (the "Request for Ruling").[1] Through this Response, FPL seeks to clarify its position on the procedural posture of this docket and to inform Petitioner and the Florida Public Service Commission ("Commission") of the steps FPL is taking, separate and apart from the merits of her complaint, to address matters concerning her account while the complaint proceeds in the normal course, including payments and potential disconnection. In support, FPL states as follows:

I. INTRODUCTION

1. On October 8, 2026, Petitioner filed the Petition Initiating Formal Proceedings (Document No. 07266-2026) (the "Petition"), along with a "Motion for Interim Relief, Preservation of Evidence, and Expedited Consideration" (the "Motion") included at pages 34 and 35 of that Petition. The Petition makes voluminous allegations of fact, many of which were

[1] On October 29, 2026, Petitioner filed a "Supplemental Notice and Renewed Request for Expedited Ruling on Motion for Interim Relief" (Document No. 07614-2026), which renews the requests made in the Request for Ruling. This Response applies equally to the Supplemental Notice.

reviewed by Commission staff during the informal complaint process and virtually all of which FPL disputes. The Petitioner seeks numerous forms of relief, including referral of this matter to the Division of Administrative Hearings for an evidentiary hearing; re-examination of a damaged meter that FPL removed from service in January 2026; an order directing FPL to file and serve broad categories of internal records; findings that would resolve evidentiary doubts against FPL; removal of all charges billed between May 2024 and September 2025, together with associated late payment charges; removal of a $886.00 security deposit requirement; and interim relief pending a final order. Petition Part VIII, ¶¶ 1–7A. FPL intends to address the Petition as a whole, along with the similar matters as raised in the Motion, in responding to the Petition, which FPL plans to file within the applicable response timeframes, such as that provided by Rule 28-106.204(2), F.A.C.[2]

2. The Request for Ruling, like the Motion on which it seeks a ruling, asks for interim relief that duplicates relief Petitioner requests in the Petition itself, including that FPL not discontinue service because of the disputed balance, that payments be applied to current charges only, and that Meter No. 9137018 and related records be preserved. *Compare* Request for Ruling ¶ 10, with Petition Part VIII, ¶¶ 1–3. FPL submits that these matters should be addressed through the Commission's complaint handling procedure for this docket, rather than through duplicative and compounding motions and requests. Addressing selected portions of a complaint piecemeal through separate motions and requests for ruling would not promote the just, speedy, and inexpensive determination of this proceeding. *See* Rule 28-106.211, F.A.C.

3. The account-related steps described in Section III below are intended to offer clarity on FPL's positions on payment and potential disconnection. They do not resolve any issue raised

[2] The prehearing officer was assigned to this docket on October 27, 2026.

in the Petition, and FPL's willingness to take them now is not an acknowledgment that any prior practice or communication was deficient. Nothing in this Response, and no arrangement offered or agreed to herein, constitutes an admission of any allegation in the Petition, the Motion, or the Request for Ruling; a concession that the Commission has jurisdiction over any particular claim or request for relief; or a waiver of any defense, objection, or ground for dismissal, all of which FPL expressly reserves.

II. BACKGROUND

4. Petitioner has been the customer of record on two accounts at 3111 F Street, Panama City, Florida. The first account, referred to in the Commission's July 10, 2026, Office of Consumer Assistance ("OCA") letter attached to the Petition as "Account A," was active from March 16, 2021, until it was closed on September 29, 2025, with an effective closure date of September 18, 2025, the date service was disconnected for non-payment. *See* Petition Ex. F-3; Petition ¶ 2A. The second account, referred to in the July 10 OCA letter as "Account B," is the Petitioner's current active account. Service began on Account B in late January 2026. Petition Ex. F-3, Ex. F-5; Petition ¶ 2.

5. Petitioner has a substantial history of non-payment on both Account A and B. The July 10 OCA letter states: "A review of the billing statements for Account A … for the period 01/09/24 through 09/29/2025, revealed a very irregular payment pattern of late, partial, or no payments. Eighteen of the 20 bills issued during this period reflect late payment charges." Petition Ex. F-3. A partial payment for the balance owed on Account A was received on August 28, 2024. *Id.* No payments have been received by FPL since that day. The Petitioner continued to use electric service without making any payments until service was disconnected on September 18, 2025.

6. The Petitioner or qualified representative initiated the opening of Account B on or around December 10, 2025, in the Petitioner's name. As explained in the July 10 OCA letter to the Petitioner:

> On 12/10/2025, you contacted FPL's Customer Care Center to verify the outstanding balance on the closed account and request new service at the same address. FPL reported that during the call, you accepted responsibility for the outstanding balance and were advised the balance would be transferred to the active account. FPL established the new account with the understanding that the prior indebtedness would be carried forward, consistent with FPL's practice of identifying and transferring balances based on matching name, Social Security Number (SSN), and service address. On that day, a letter was sent informing you that the outstanding balance of $6,766.26 would be transferred from the old account number … (Account A) to the new account number … (Account B). A deposit bill was issued for $886.00, with a due date of 12/22/2025.

Petition Ex. F-3.

No payments were received following this interaction. All electric service under Account B has been provided through Meter No. 5979681. The Petitioner does not challenge the accuracy of that meter or the bills issued for service rendered in 2026. Petition ¶¶ 11A, 26. In fact, the Request for Ruling states: "Petitioner remains willing to pay current charges for service on Meter No. 5979681 as the Commission directs, including by installment arrangement." Request for Ruling ¶ 11.

7. At this time, the Petitioner has made no payment for electric service in more than two years, accruing unpaid bills exceeding $10,000.

8. FPL has repeatedly offered Petitioner payment arrangements. On January 30, 2026, before Petitioner filed her informal complaint, FPL offered an eight-month installment plan upon receipt of a minimum initial payment. Petition Ex. F-3. On February 12, 2026, FPL extended the

same installment plan offer to Petitioner in writing as a courtesy and asked her to confirm whether she accepted it. Petition Ex. F-5; Ex. F-10. In July 2026, FPL offered an even more accommodating plan, requiring an initial payment and permitting the remaining balance to be paid over as many as 12 months. Petition Ex. F-3. Petitioner did not accept any of these offers.

9. As of November 2, 2026, the total unpaid balance has grown to $10,579.20. This total consists of:

a) the $6,766.26 final balance that was transferred from Account A, including all charges and fees assessed on that account up until the time it was closed in September 2025;

b) the $886.00 security deposit requirement for Account B;

c) $1,573.10 for connection and usage charges for electric service measured by Meter No. 5979681 in 2026; and

d) $1,353.84 in late payment charges assessed on Account B in 2026.

III. CONDITIONS FOR CONTINUED SERVICE WHILE THE COMPLAINT IS PENDING

10. In the Request for Ruling, Petitioner asks that the Prehearing Officer rule, on an expedited basis, that until the final order FPL (a) not discontinue electric service at 3111 F Street, Panama City, because of the balance disputed in the Petition; (b) provide a way to pay current charges for service on Meter No. 5979681 that applies the payment to those charges only, with any current charges Petitioner cannot pay at once placed on a reasonable installment arrangement; and (c) preserve Meter No. 9137018, together with associated test files, logs, photographs, removal records, and chain-of-custody records. Request for Ruling ¶ 10. Petitioner states that she remains willing to pay current charges for service on Meter No. 5979681, including by installment arrangement. *Id.* ¶ 11.

11. Attachment A to the Request for Ruling is an October 27, 2026, letter from Petitioner's qualified representative to FPL's counsel. In that letter, Petitioner asks FPL to (a) confirm in writing that it will not discontinue service while this docket is pending because of the disputed balance, or because of current charges while itemized bills and an installment arrangement are worked out, and record the representative's designation to receive copies of any delinquent notice; (b) identify any payment channel through which a customer can direct a payment to current charges only; (c) provide itemized bills for Account B from December 10, 2025 forward; (d) state what monthly installment amount FPL would accept toward current charges; (e) accept payments applied in the order Petitioner specifies and made under protest, and identify a person or method to receive and record such designated payments; and (f) state whether FPL will stop assessing late payment charges on the disputed balance while this docket is pending. Request for Ruling, Attachment A ¶¶ 1–6. Without regard to the merits of the Petition, FPL addresses these requests below.

A. *Electric Service While the Complaint Is Pending*

12. Consistent with its prior efforts, and without regard to the merits of the Petition, FPL remains willing to work with Petitioner, within reason, to address the balance on her account while the complaint proceeds. FPL disconnects service only as a last resort and would prefer to avoid doing so in this case, notwithstanding the payment history described in Section II above. FPL nonetheless retains its right to discontinue service for non-payment, after proper notice, in accordance with Rules 25-6.105 and 25-22.032(3), F.A.C., and its Commission-approved tariff, including for failure to pay the undisputed portion of a customer's bill. Rule 25-22.032(3), F.A.C., protects a customer from discontinuance during the resolution of a complaint only on an unpaid *disputed* amount and expressly permits discontinuance if the customer fails to pay the *undisputed*

portion of the bill.[3] The Petitioner herself appears to recognize that filing a complaint does not provide unqualified protection from disconnection, describing the arrangement she now seeks as including "no discontinuance over the ***disputed*** amount while current charges are paid." Request for Ruling, Attachment A ¶ 4 (emphasis added); *see also* Request for Ruling ¶ 4.

13. FPL cannot make an open-ended commitment to not discontinue service regardless of whether Petitioner pays for the electricity she continues to use. As noted above, the Petitioner has made no payment toward undisputed charges on Account B at any time since service began in January 2026, notwithstanding FPL's prior installment offers. A commitment untethered to payment would treat Petitioner differently than other FPL customers and would allow the outstanding balance on the account to continue to grow.

14. FPL is, however, offering Petitioner the following interim payment accommodation to avoid disconnection while this docket is pending. For this purpose, the term "Undisputed Balance" refers to the $1,573.10 currently owed for service billed in 2026 while Meter No. 5979681 has been in place, including all taxes, fees and service charges. While this docket is pending, FPL will not discontinue Petitioner's service for non-payment provided that Petitioner complies with the following plan (the "Payment Arrangement"):

a) makes an initial payment of $572.85 by November 10, 2026;

b) makes a second installment payment of $458.34 by November 17, 2026; and

c) makes a third installment payment of $541.91 by November 24, 2026; and

[3] Rule 25-22.032(3), F.A.C., states: "During the complaint process… a company shall not discontinue service to a customer because of any unpaid disputed amount until the complaint is closed by Commission staff. However, the company may require the customer to pay that part of a bill which is not in dispute... If the customer fails to pay the undisputed portion of the bill, the company may discontinue the customer's service pursuant to Commission rules."

d) pays each new monthly bill for service on Account B in full by its due date while this docket is pending. (The next regular monthly bill will be issued no sooner than November 6 with a due date no sooner than November 27.)

Because of the Petitioner's history of returned payments, all payments toward the Payment Arrangement must be made in cash at an authorized walk-in payment location.

15. FPL maintains that the $886.00 security deposit was billed consistent with Rule 25-6.097, F.A.C., and FPL's tariff. This security deposit requirement is not included in the Payment Arrangement above. FPL plans to address Petitioner's contrary allegations in a response to the Petition.

16. FPL maintains that the Petitioner is responsible for $1,353.84 in late payment charges accumulated in 2026 to date. These charges are not included in the Payment Arrangement above. Should the Petitioner make all payments toward the Undisputed Balance as required by Paragraph 14, FPL would waive the portion of late payment charges associated with bills for service on Account B from January 2026 to present that have not yet been paid. This waiver would not apply to the portion of late payment charges associated with the delinquent balance transferred from Account A. Late payment charges on that transferred balance will continue to be applied in accordance with FPL's tariff.

17. Failure to make any payment required by Paragraph 14 when due will be considered a default on the Payment Arrangement. Similarly, should any payment be subsequently returned or cancelled, it will be considered a default on the Payment Arrangement. If a default occurs, the total Undisputed Balance will become due immediately, and FPL may proceed with collection activity and potential discontinuance of service, in accordance with Rule 25-6.105, F.A.C., and FPL's tariff. Consistent with Petitioner's designation under Rule 25-6.105(5)(g), F.A.C., FPL will

send a copy of any delinquent notice on the account to Petitioner's qualified representative. *See* Request for Ruling, Attachment A ¶ 1.

18. FPL will not discontinue Petitioner's service for nonpayment any time before November 16, 2026.

B. *Payment of Undisputed Charges*

19. FPL will provide the Petitioner and Petitioner's qualified representative with a copy of the Payment Arrangement terms, a list of authorized walk-in payment locations, and itemized billing information, including the billing period and number of days, the kWh registered on Meter No. 5979681, and the components of each bill, on or before November 4, 2026. *See* Request for Ruling, Attachment A ¶ 3.

20. A designated FPL Customer Advocacy Resolution Supervisor will coordinate with the Petitioner to ensure that payments made under the Payment Arrangement are applied to the Undisputed Balance and payments for current monthly bills are applied to those bills, rather than any disputed amount.

21. These steps reflect FPL's ongoing effort to work with the Petitioner. They do not require action by the Prehearing Officer and are independent of the merits of the Petition.

22. FPL does not agree to any additional conditions on the application of payments described in Paragraph 5 of the October 27, 2026, letter attached to the Request for Ruling. Neither Petitioner's payments under the arrangement nor FPL's acceptance of them will constitute an admission or waiver by FPL with respect to any issue in this docket.

C. *Other Matters*

23. FPL recognizes its obligation to preserve evidence relevant to this proceeding. FPL will preserve Meter No. 9137018 in its current condition, together with FPL's existing relevant

records relating to that meter, throughout the duration of this proceeding. *See* Request for Ruling ¶ 10(c). FPL's preservation of these materials is not an agreement to produce them. Any production will be governed by the discovery procedures applicable to this proceeding, including Rule 28-106.206, F.A.C., and FPL reserves all objections.[4]

V. CONCLUSION

24. FPL respectfully submits that the expedited ruling sought in the Request for Ruling is not necessary. The steps described in Section III address Petitioner's practical concerns regarding service and payment while the complaint proceeds, and FPL will preserve the meter evidence in any event. The interim requests reiterated in the Request for Ruling, like the remainder of the Petition, should be addressed through the Commission's normal complaint handling and resolution process. FPL intends to demonstrate in a forthcoming responsive submission that the Petition lacks merit.

WHEREFORE, Florida Power & Light Company respectfully submits that the expedited ruling sought in the Request for Ruling is not necessary, and that the Petition, including the interim requests reiterated in the Request for Ruling, should proceed and be resolved in the normal course of the Commission's complaint handling process, in which FPL will address the Petition in its entirety.

[4] FPL is aware that the Petition has filed an additional "Motion for Spoliation Sanctions Regarding Meter No. 9137018", docketed on November 2, 2026. FPL reserves all rights to separately respond to this motion consistent with Florida law and the rules of the Commission.

Respectfully submitted this 3rd day of November 2026,

By: */s/ Joel T. Baker*

Monica Barnes
Senior Attorney
Fla. Bar No. 688991
Joel T. Baker
Senior Attorney
Fla. Bar No. 0108202
Florida Power & Light Company
700 Universe Boulevard (JB/Law)
Juno Beach, FL 33408-0420
Email: monica.barnes@fpl.com
Email: joel.baker@fpl.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by Electronic Mail to the following parties of record this 3rd day of November 2026:

Jacob Imig Shaw Stiller Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399 jimig@psc.state.fl.us sstiller@psc.state.fl.us discovery-gcl@psc.state.fl.us ***For Commission Staff***	Brandon Zidzik 3111 F Street Panama City, Florida 32404 thewhiskeydeep@gmail.com | ***For Rachel Renee Davis***

/s/ Joel T. Baker
Joel T. Baker
Fla. Bar No. 0108202

Attorney for Florida Power & Light Company