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APRIL 30, 1999

TO: DIVISION OF RECORDS AND REPORTING
FROM: DIVISION OF LEGAL SERVICES (JAY) *RV*
RE: DOCKET NO. 981923-EI - COMPLAINT AND PETITION OF JOHN
CHARLES HEEKIN AGAINST FLORIDA POWER & LIGHT COMPANY

Attached is a letter dated April 26, 1999, that was received by Commission staff counsel from Mr. John Charles Heekin, Esquire. A copy of this letter was also provided by Mr. Heekin to Mr. Litchfield, attorney for Florida Power & Light. Please insert this letter into the file for this docket. Thank you.

GAJ/js
cc: David Ging, Division of Electric and Gas
Attachment
I:981923RD.GAJ

DOCUMENT NUMBER-DATE

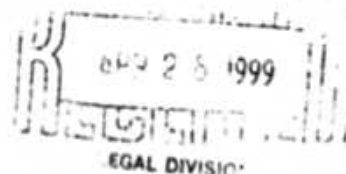
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FPSC-RECORDS/REPORTING

JOHN CHARLES HEEKIN

ATTORNEY AT LAW
21202 GLEAN BLVD., SUITE C-2
P.O. BOX 2434
PORT CHARLOTTE, FLORIDA 33949-2434
PHONE (811) 627-0333

April 26, 1999



Grace Jaye, Esquire
Staff Attorney
Florida Public Service Commission
2540 Shumard Oak Boulevard, Room 390L
Tallahassee, FL 32399-0850

RE: Heekin v. Florida Power & Light Company
Case No. 981923-EI

Dear Ms. Jaye:

I have R. Wade Litchfield's letter of April 21, 1999 to you. I can only guess at the substance of the conversation which resulted in that letter. When I complained to Ms. Rayburn that damage had been done to my gate and told her that she should come out and look at it for herself if she didn't think it was damaged, and when she announced that she had no intention of coming and looking or doing anything else and that she "knew all about it", I did indeed promptly file suit. Her refusal to address the damage claim is a violation of the tariff of FPL, as I now know. Then I just thought it was incredibly rude.

Mr. Litchfield has left out an important part of the circuit court transaction when in the second paragraph he shifts to the passive voice and says "the Judge has enforced" a settlement agreement. The facts are that FPL made an offer of judgement and then attempted to renege when I accepted it. The enforcement was done pursuant to my motion to enforce. The court will enter judgement against FPL for the amount of the offer and has reserved on an award of costs and fees for bringing the enforcement motion. There was absolutely no confusion in the mind of general counsel for FPL, Joaquin Leon, as to what transpired. FPL's refusal to follow through with the settlement was a result of its insistence that it receive a release for its actual burglar, the meter man who broke the gate, as well as itself. The motion to enforce insisted that FPL pay the judgment. The meter man was not released, is still a party defendant, and the very reason for having the hearing was to litigate that point. FPL has objected to the form of the order on that hearing, as it has with every order in the case.

Jaye letter
April 26, 1999
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To this moment, it has never filed an answer. The meter man, presumably, will file an answer. The actual damage to the gate was \$351.50, as of the quote I received last fall, and I intend to seek the balance of that amount from the meter man together with the costs of this action which now exceed \$2,000.00 thanks to the games-playing by the utility.

Nothing about any of this has anything to do with the PSC complaint (reasonable access, failure to investigate complaints, and to maintain a file of the investigation.)

If you would like copies of the proposal for settlement, my acceptance of it, my motion to enforce and a transcript of the hearing, please let me know and I will be happy to send them.

Sincerely,



John Charles Heekin

JCH/sio

cc: R. Wade Litchfield