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Public Service Commission

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TALLAHASSEE, FLORIDA 32399-0850

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COMMISSION  
CLERK

-M-E-M-O-R-A-N-D-U-M-

**DATE:** December 22, 2005

**TO:** Kay B. Flynn, Chief of Records, Division of the Commission Clerk & Administrative Services

**FROM:** Martha C. Brown, Senior Attorney, Office of the General Counsel *MCB*

**RE:** Docket No. 050855-EI – In re: Complaint by Douglas and Sharon Wright against Tampa Electric Company

Attached please find the Settlement Agreement between the Wrights and Tampa Electric Company, which resolves their complaint. Please include it in the docket file. The settlement document contains the Wrights' voluntary dismissal of the complaint. Since the complaint has been resolved and dismissed, and since there is no further action for the Commission to take, this docket can be closed administratively.

*OK to close 12/22/05 MB*

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DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

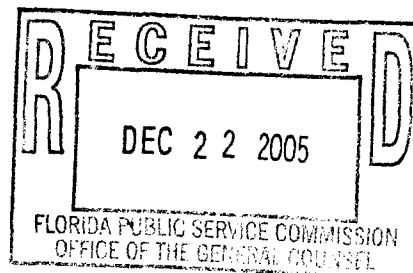
# AUSLEY & McMULLEN

ATTORNEYS AND COUNSELORS AT LAW

227 SOUTH CALHOUN STREET  
P.O. BOX 391 (ZIP 32302)  
TALLAHASSEE, FLORIDA 32301  
(850) 224-9115 FAX (850) 222-7560

December 22, 2005

HAND DELIVERED



Ms. Martha Carter Brown  
Senior Attorney  
Office of General Counsel  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Re: Complaint by Douglas and Sharon Wright against Tampa Electric Company  
FPSC Docket No. 050855-EI

Dear Ms. Brown:

Enclosed is a copy of the fully executed Settlement Agreement between Tampa Electric Company and Douglas and Sharon Wright. In accordance with the Settlement Agreement, we request that the above-referenced docket be closed.

Sincerely,

A handwritten signature in black ink, appearing to read "James D. Beasley".

James D. Beasley

JDB/pp  
Enclosure

cc: Douglas and Sharon Wright

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint by Douglas and Sharon )  
Wright against Tampa Electric Company. )  
\_\_\_\_\_ )

DOCKET NO. 050855-EI

**SETTLEMENT AGREEMENT  
AND MUTUAL RELEASE**

This Settlement Agreement and Mutual Release (hereinafter "Agreement") is entered into by and between Tampa Electric Company ("Tampa Electric"), a Florida corporation whose principal offices are located at 702 North Franklin Street, Tampa, Florida 33601 and Douglas and Sharon Wright ("the Wrights"), who reside at 16723 Hannah Road, Lutz, Florida 33549. Tampa Electric and the Wrights are collectively referred to herein as "the Parties."

WITNESSETH:

WHEREAS, the Wrights are provided electric service by Tampa Electric; and

WHEREAS, Hurricane Jeanne passed through Tampa Electric's service area on September 26, 2004, causing extensive damage to electric service facilities utilized by Tampa Electric for the provision of electric service to its customers, including the Wrights; and

WHEREAS, the Wrights have lodged a complaint with the Florida Public Service Commission ("FPSC") against Tampa Electric (hereinafter "Complaint") regarding the manner in which Tampa Electric restored electric service to the Wrights' residence in the aftermath of Hurricane Jeanne; and

WHEREAS, the Wrights' Complaint to the FPSC was assigned a complaint reference of 633893E-Wright and was docketed on November 2, 2005 as FPSC Docket No. 050855-EI, captioned as stated above; and

WHEREAS, Tampa Electric and the Wrights desire to resolve and settle the Complaint and all matters relating to it to avoid the costs and uncertainties of litigation.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth herein, and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein.
2. Tampa Electric agrees to pay the Wrights a mutually agreed upon settlement amount under the terms set forth herein.
3. Tampa Electric will deliver to the Wrights a cashier's check payable to the Wrights in the mutually agreed upon settlement amount, in exchange for the Wrights execution of this Agreement in triplicate originals, duly executed and acknowledged before a notary public with the Wrights retaining one executed original and Tampa Electric being provided two fully executed originals of the Agreement.
4. The Wrights further agree for themselves, their agents, assigns, predecessors and successors in interest to release, acquit and forever discharge Tampa Electric and its agents, employees, officers, directors, shareholders, limited and general partners, trustees, predecessors, successors, subsidiaries, representatives, attorneys, insurers, subrogees and assigns, from any and all suits, actions, causes of action, claims, demands, rights, interests, obligations, liabilities, debts, damages, fees, attorneys' fees, interest, expenses, contracts, costs, covenants, agreements, guarantees, controversies, or promises of every kind, nature and character, now existing or hereafter arising, in law or in equity, known or unknown, foreseen or unforeseen, accrued or unaccrued, arising out of or relating to the facts, allegations, claims, counts, issues, and any other matters raised in, relating to, or otherwise concerning the Complaint.

5. Tampa Electric, for itself and its agents, assigns, predecessors and successors in interest, hereby releases, acquits, and forever discharges the Wrights and their agents, employees, trustees, predecessors, successors, subsidiaries, representatives, attorneys, insurers, subrogees, and assigns, from any and all suits, actions, causes of action, claims, demands, rights, interests, obligations, liabilities, debts, damages, fees, attorneys' fees, interest, expenses, contracts, costs, covenants, agreements, guarantees, controversies, or promise of every kind, nature and character, now existing or hereafter arising, in law or in equity, known or unknown, foreseen or unforeseen, accrued or unaccrued, arising out of or relating to the facts, allegations, claims, counts, issues, and any other matters raised in, relating to, or otherwise concerning the Complaint.

6. The Wrights further agree that upon their receipt of the above referenced cashier's check their Complaint shall be deemed voluntarily dismissed with prejudice and, accordingly, request that this docket be closed.

7. In the event that an action is brought in a court of law to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of attorneys' fees and costs incurred in bringing such action.

8. The Parties each represent and declare that the terms of this Agreement have been completely read and are fully understood and are voluntarily accepted for the purpose of making a full and final compromise, adjustment and settlement of any and all claims, disputed or otherwise, known or unknown, and for the express purpose of precluding forever any further or additional claims with respect to any matter existing between or among the Parties hereto before or on the date of this Agreement and relating to any and all matters addressed in the Complaint.

9. This Agreement represents the entire agreement between the Parties with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, heirs, successors and assigns of each.

10. This Agreement shall be construed and interpreted in accordance with the law of the State of Florida.

11. The Parties hereto have read this Agreement carefully before signing and apply their signatures voluntarily and with full knowledge and understanding of the contents of this Agreement.

TAMPA ELECTRIC COMPANY

By: John Hammerberg

As its: Witness

Douglas Wright  
DOUGLAS WRIGHT

Sharon Wright  
SHARON WRIGHT

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

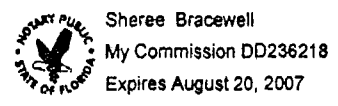
The foregoing instrument was acknowledged before me this 14 day of December, 2005, by John Hammerberg, as the witness of Tampa Electric Company, who is  personally known to me, or  who produced Drivers License as identification.

(Notarial Seal)

Sheree Bracewell  
NOTARY PUBLIC

Sheree Bracewell  
(Printed Name of Notary)

My Commission Expires: August 20, 2007



STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 14 day of December, 2005, by Douglas Wright, who is [] personally known to me, or [] who produced WL623-176-56-261-0 as identification.

(Notarial Seal)



Sheree Bracewell  
My Commission DD236218  
Expires August 20, 2007

Sheree Bracewell  
NOTARY PUBLIC

Sheree Bracewell  
(Printed Name of Notary)

My Commission Expires August 20, 2007

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 14 day of December, 2005, by Sharon Wright, who is [] personally known to me, or [] who produced WL623 791617970 as identification.

(Notarial Seal)



Sheree Bracewell  
My Commission DD236218  
Expires August 20, 2007

Sheree Bracewell  
NOTARY PUBLIC

Sheree Bracewell  
(Printed Name of Notary)

My Commission Expires August 20, 2007