

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

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

DATE: December 30, 2019

TO: Adam J. Teitzman, Commission Clerk, Office of Commission Clerk

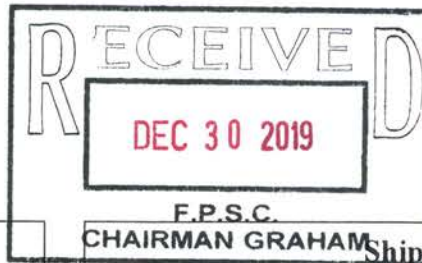
FROM: Jennifer S. Crawford, Attorney Supervisor, Office of the General Counsel *JSC*

RE: 20190000-OT Undocketed filings for 2019.

Please place the following correspondence in the 20190000-OT file.

RECEIVED-FPSC
2019 DEC 30 AM 11:36
COMMISSION
CLERK

BILL OF LADING



Ship From		Ship To	
From: Nova Montgomery		To: Chairman Art Graham c/o FLORIDA PUBLIC SERVICE COMMISSION 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850	
Address: c/o Divine Life Foundation, 2230 Birchbark Trail Clearwater, Florida Non-Domestic Without the UNITED STATES			
From: Jada Cornish		Carrier/Shipper UNITED STATES POSTAL SERVICE <small>[affix the Certified Mail tracking # sticker here]</small>	
Address: c/o 2230 Birchbark Trail, Clearwater, Florida Non-Domestic Without the UNITED STATES			

Cargo Manifest

Notarized copy of **NOTICE OF DEFAULT AND IMMINENT LIABILITY REGARDING TRESPASSING TECHNOLOGY**, from Jessica Christianson
Notarized copy of **AFFIDAVIT OF NON-REPLY**, from Nova Montgomery
Notarized copy of **AFFIDAVIT OF NON-REPLY**, from Jada Cornish
A copy of this **BILL OF LADING**

Original autographed documents have been retained by the Claimant/Libellant.

For the purpose of verification, I, the undersigned witness, do personally verify that the documents listed above were placed in an envelope, sealed and deposited at an official depository under the exclusive face and custody of the carrier UNITED STATES POSTAL SERVICE.

Nova Montgomery _____ 12-16-19
Witness #1 [autograph] Date

Jada Cornish _____ 12/16/19
Witness #2 [autograph] Date

December 16, 2019

NOTICE OF DEFAULT AND IMMINENT LIABILITY REGARDING TRESPASSING TECHNOLOGY

**SILENCE IS ACQUIESCENCE, AGREEMENT AND DISHONOR
THIS IS A SELF-EXECUTING CONTRACT**

Notice to Principal is Notice to Agent; Notice to Agent is Notice to Principal

To:

1. Lynn Good acting as CEO of DUKE ENERGY and as the woman
2. Art Graham acting as CHAIRMAN of FLORIDA PUBLIC SERVICE COMMISSION and as the man
3. Ed Hooper acting as SENATOR of FLORIDA STATE LEGISLATURE and as the man
4. Marco Rubio acting as SENATOR of UNITED STATES CONGRESS and as the man
5. Executive Offices, DUKE ENERGY FLORIDA
6. Yet to be named acting as role of those yet to be named and as the man/woman

Hereinafter: Respondents/Libellees

From:

Jessica Christianson, sui juris, a woman, hereby claiming all rights *nunc pro tunc*

Hereinafter: Claimant/Libellant

This NOTICE OF DEFAULT AND IMMINENT LIABILITY CONCERNING TRESPASSING TECHNOLOGY supersedes and suspends the vague letter dated November 20, 2019, from Executive Offices, DUKE ENERGY FLORIDA (see EXHIBIT A), void of any substantive facts or laws in support of Executive Offices, DUKE ENERGY FLORIDA's position. Until some superior fact or law is on the record, this letter is deemed void for vagueness under color of law and has been deemed an insufficient response according to the contract, NOTICE OF LIABILITY REGARDING THE INSTALLATION OF TRESPASSING TECHNOLOGY.

Executive Offices, DUKE ENERGY FLORIDA has also qualified as a party seeking to join the instant contract, NOTICE OF LIABILITY REGARDING THE INSTALLATION OF TRESPASSING TECHNOLOGY, and is immediately subject to the all terms and fee schedules therein, including but not limited to a joinder fee, to be billed and enforced at the sole discretion of the Claimant, of Ten Million United States Dollars per each attempt/event of impairment as clearly stated in the said contract under the section "Joining the Contract". As such, Executive Offices, DUKE ENERGY FLORIDA has been added as a Respondent/Libellee to the said contract, which was sent to the original Respondent/Libellees by UNITES STATES POSTAL SERVICE Certified Mail on October 22, 2019.

NOTICE OF DEFAULT

YOU ARE HEREBY NOTICED that you are in **DEFAULT** of an opportunity to reply to the contract, **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY** sent to you on October 22, 2019 by UNITED STATES POSTAL SERVICE (USPS) Certified Mail with an effective date of November 5, 2019; and in **DEFAULT** of an opportunity to cure as lawfully offered in the **NOTICE OF FAULT AND OPPORTUNITY TO CURE LIABILITY REGARDING TRESPASSING TECHNOLOGY**, sent to you on November 15, 2019, Mailed by USPS Certified Mail with an effective date of November 29, 2019;

In correction and clarification for the record, you and each of you were given the opportunity to: **State a claim** as stated in the section; **Offer of Immunity—Stating a Claim** of the said contract **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY** **Remain silent** and agree with all terms of the said contract **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY**

Due to Respondents/Libellees' failure to answer with a specific, verified, and sworn reply to the instant contract **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY**, a **DEFAULT JUDGEMENT** is hereby issued against Respondents/Libellees, having waived the right to answer, by tacit admission and failure to contest, rejecting Respondents/Libellees' due process opportunity.

In absence of such verified reply, the Claimant/Libellant does hereby insert and record this **NOTICE OF DEFAULT AND IMMINENT LIABILITY REGARDING TRESPASSING TECHNOLOGY**, jointly and severally upon and against the above-named Respondents/Libellees.

PLAIN STATEMENT OF FACTS

An offer to install smart meters, which is clearly commercial in fact, was made by the Respondents/Libellees, and others yet to be named.

On October 22, 2019, the Respondents/Libellees were sent the contract, **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY**, delivered by USPS Certified Mail.

Respondents/Libellees were given the opportunity, with specific terms, to reply to the said contract within a reasonable time frame.

The effective date is November 5, 2019.

One envelope was received which constituted **Insufficiency of Response**, as clearly defined in the terms of the contract, **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY**. (see **EXHIBIT A**)

The envelope received from Executive Offices, DUKE ENERGY FLORIDA constituted Joining the Contract, as clearly defined in the contract, **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY**. (see **EXHIBIT A**) The third-party interloper, Executive Offices, DUKE ENERGY FLORIDA, has become a Respondent/Libellee, and is subject to all the terms and fees, including but not limited to the joinder fee.

On November 15, 2019, the Respondents/Libellees were sent the **NOTICE OF FAULT AND OPPORTUNITY TO CURE LIABILITY REGARDING TRESPASSING TECHNOLOGY** via USPS Certified Mail.

The expiry date to cure the fault was November 29, 2019.

No replies to the **NOTICE OF FAULT AND OPPORTUNITY TO CURE LIABILITY REGARDING TRESPASSING TECHNOLOGY** were received according to the terms of the contract, **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY**.

This lawful administrative process, including the **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY**, the **NOTICE OF FAULT AND OPPORTUNITY TO CURE LIABILITY REGARDING TRESPASSING TECHNOLOGY**, and this instant **NOTICE OF DEFAULT AND IMMINENT LIABILITY REGARDING TRESPASSING TECHNOLOGY**, all jointly constitute the “meeting of the minds” requirement on the original contract offer made by Respondents/Libellees, and others yet to be named (see EXHIBIT A of the **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY**).

Regarding Respondents/Libellees’ offer to deploy so-named “advanced” meters, “smart” meters and or Trespassing Technology; the offer, the meeting of the minds, and the conditional acceptance have all been clearly expressed.

Respondents/Libellees have failed to reply, and are in default, and in dishonor of the Contract, **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY**, as expressed therein and are subject to any and all of the terms therein.

Failure to meet the requirements as clearly defined in the section **Insufficiency of Reply** in the **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY** does hereby constitute, as an operation of law, the FINAL admission and agreement of the liability of Respondents/Libellees through *tacit procuration* as stated in the **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY**, and the Respondents/Libellees' contract is hereby binding and is deemed *stare decisis*.

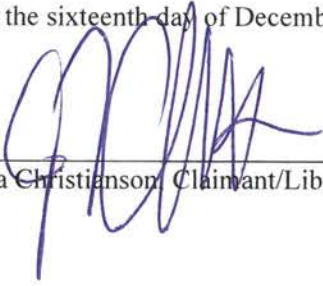
Such actions shall be taken in accordance to the procedures, jurisdictions, and penalties thereof set forth in the **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY** as defaulted.

Qui non obstat quod obstare potest facere videtur

I, Jessica Christianson, herein "Claimant/Libellant," do herewith affirm and declare under my unlimited commercial liability that I am competent and of lawful age to state the matters set forth herein, that they are true, correct, complete, and not intended to be misleading, they are admissible as evidence, and in accordance with my best firsthand knowledge, understanding and belief.

All rights reserved without prejudice.

Dated the sixteenth day of December in the year Two Thousand and Nineteen.



Jessica Christianson, Claimant/Libellant [autograph]

WITNESSING:

Nore Montgomery
Witness _____
[autograph]

[Signature]
Witness _____
[autograph]

NOTARY:

On this, the 16 day of December, 2019, before me, the undersigned notary public, appeared Jessica Christianson, known to me (or satisfactorily proven) to be the one whose name is subscribed to the within instrument, and acknowledged execution of the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

[Signature]
NOTARY PUBLIC

My Commission Expires: 8/7/2023



Seth Trolia
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG363712
Expires 8/7/2023

EXHIBIT A



November 20, 2019

Ms. Jessica Christianson
2230 Birchbark Trail
Clearwater, FL 33763

Re: Account number 96378-78104

Dear Ms. Christianson,

Duke Energy Florida has received your letters dated November 15, 2019, titled "Notice of Fault and Opportunity to Cure Liability Regarding Trespassing Technology", related to your concerns regarding the "Smart Meter."

Duke Energy wants to provide you with some background regarding Smart Meters to help you understand our position. As of 2017, there are about 72 million smart meters installed in the United States. Duke Energy alone has about 4.3 million installed across our service territories, including approximately 350 thousand in Florida. It is important to note that the current drive-by meter installed in your home (since the early 2000's) and the more advanced smart meters both capture and transmit energy usage data using a 900-megahertz radio signal. The radio transmitters in the smart meters operate just like the drive-by meters and are well below the limits set by the FCC for safe operation.

Duke Energy Florida only uses FCC-compliant meters. The FCC is required by the National Environmental Policy Act of 1969, among other things, to evaluate the effect of emissions from FCC-regulated transmitters on the quality of the human environment.

Both the FCC and World Health Organization have stated that the small amount of RF emitted by smart meters poses no threat to human health. Consumer safety is one of Duke Energy Florida's top priorities, and we continuously work to ensure the safety and reliability of the products and services we offer.

Electro Magnetic Fields are all around us - not just in power lines, but also in electrical wiring in buildings, electric motors and appliances, TVs, computers, etc. Florida is one of the few states that regulates transmission line electric and magnetic fields. Duke Energy Florida complies with the Florida Environmental Regulation Commission rule, which limits the EMF from new transmission lines and substations.

EXHIBIT A

While smart meters are becoming Duke Energy Florida's standard meter service. Customers may choose to opt out of having a smart meter installed; however, customers who select this option are responsible for the costs associated with opting out, which includes installation and monthly manual meter readings.

Should you choose to opt out of having a smart meter installed, a \$15.60 monthly fee will be charged to your energy bill (per meter) to cover the cost of manually reading the meter each month. There is also a one-time initial set-up fee of \$96.34 (per meter) to replace the current meter with an opt out meter. Please note the Florida AMI Opt-Out Tariff, as approved by the Florida Public Service Commission, does not include (nor require) a special provision for medical exemptions.

Further, if you choose to opt out of having a smart meter installed, your current meter will be replaced with a non-communicating meter with a digital display (opt out meter). Although the opt-out meter display is digital, no additional technology exists within the opt-out meter other than what is required to measure the usage in your home. All communication devices must feature an FCC approved decal/sticker; the opt-out meter does not have this FCC approved decal/sticker, as it does not have communications capabilities.

The opt out meter will be manually read, monthly, as part of the Optional Non-standard Meter Rider Tariff. (<https://www.duke-energy.com/ /media/pdfs/for-your-home/rates/rates-fl/pe-rates-nsmr.pdf?la=en>) Please note to install, read, test, and service its equipment, Duke Energy must have access to the meter location.

Duke Energy does not offer mechanical (analog) meters for many reasons:

- Major meter manufacturers no longer manufacture mechanical meters.
- Duke Energy Florida last purchased a mechanical meter in mid-2004, 14.5 years ago.
- Duke Energy Florida has phased out infrastructure used to manage mechanical meters (i.g. accuracy testing equipment and spare parts).
- Duke Energy Florida will not purchase used meters.
- The non-communicating opt-out meter, specified for the Opt-Out Program, provides Duke Energy Florida with the same information as the mechanical meter - a total kWh read once a month that is manually retrieved by a meter reader.

Finally, your letter states that you withhold your consent for installations, maintenance and/or operation of a "smart meter" at your residence and state that any person or private organizations responsible for doing so "will be fully liable for any violations, intrusions, harm or negative consequences caused or made possible by those devices whether those negative consequences are justified by 'law' or not." I hope that the foregoing discussion explaining the operation of the Smart Meter at your residence has alleviated your concerns, but to the extent it has not, please be on notice that the meter in operation at your residence is authorized by law and Duke Energy cannot be held

EXHIBIT A

liable for trespass when accessing your property to service, maintain, or otherwise operate our meter.

Duke Energy provides electric service to customers in the State of Florida subject to rules of the Florida Public Service Commission ("FPSC") and in accordance with the terms of Duke Energy's Electric Tariff, on file with and approved by the FPSC.

Section 4.02 of the General Rules and Regulations Governing Electric Service in Duke Energy's Tariff provides that the "duly authorized agents of the Company shall have access at all reasonable hours to the premise of the Customer for the purpose of inspecting the Customer's installation; for installing, maintaining, inspecting or removing the Company's property; for reading meters; and for other purposes incident to the rendition or termination of service to the Customer. In acting hereunder, neither the Company nor its authorized agents shall be liable for trespass." The Requirements for Electric Service and Meter Installations, incorporated into the Tariff, says that Duke Energy has the right to enter the premises of the customer "at all reasonable hours for the purpose of . . . installing, removing, testing or replacing its apparatuses or property . . ." In addition, Section 25-6.105(5)(f) of the Florida Administrative Code states that a utility may refuse or discontinue service for "neglect or refusal to provide safe and reasonable access to the utility for the purpose of reading meters or inspection and maintenance of equipment owned by the utility."

We hope this letter addresses your concerns regarding this issue.

Sincerely,
Executive Offices
Duke Energy Florida
1-800-700-8744

AFFIDAVIT OF NON-REPLY

I, Nova Montgomery, sui juris, the undersigned witness of Claimant/Libellant, being of majority in age, competent to testify, a self-realized entity, my yes be yes, my no be no, do state that the truth and facts herein are of first hand personal knowledge, and I believe the statements and contents herein to be true, correct, complete, commercially reasonable, in good faith, just, to the best of my knowledge, belief, and not misleading, so help me God, I declare:

THAT, I was a witness to a contract on behalf of Jessica Christianson (Claimant/Libellant), namely, **NOTICE OF FAULT AND OPPORTUNITY TO CURE LIABILITY REGARDING TRESPASSING TECHNOLOGY**, sent by UNITED STATES POSTAL SERVICE Certified Mail on November 15, 2019;

THAT, I am a witness of any and all replies, or the lack thereof, on the part of the Respondents/Libellees, named in the above contract titled **NOTICE OF FAULT AND OPPORTUNITY TO CURE LIABILITY REGARDING TRESPASSING TECHNOLOGY**;

THAT as of today, I have not received any reply from anyone or anyone, in compliance with the above documents titled **NOTICE OF FAULT AND OPPORTUNITY TO CURE LIABILITY REGARDING TRESPASSING TECHNOLOGY**, and or the pertaining contract titled **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY**.

IN WITNESS WHEREOF, autographed at Dunedin, Florida, on the 16th day of December in the year Two Thousand and Nineteen.

Nova Montgomery
Nova Montgomery, All Rights Reserved [autograph]

c/o Divine Life Foundation, 2230 Birchbark Trail, Clearwater, Florida, Non-Domestic Without the UNITED STATES

STATE OF FLORIDA)
) SS:
COUNTY OF PINELLAS)

Before me, the undersigned notary public, this day, appeared Nova Montgomery, to me known (or satisfactorily proven), who being duly sworn according to law, deposes the preceding.

Subscribed and sworn to before me this 16 day of December 2019.

Seth Troia
NOTARY PUBLIC

My Commission Expires: 8/7/2023



AFFIDAVIT OF NON-REPLY

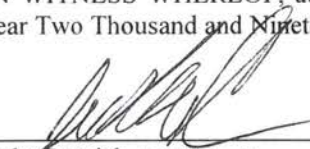
I, Jada Cornish, sui juris, the undersigned witness of Claimant/Libellant, being of majority in age, competent to testify, a self-realized entity, my yes be yes, my no be no, do state that the truth and facts herein are of first hand personal knowledge, and I believe the statements and contents herein to be true, correct, complete, commercially reasonable, in good faith, just, to the best of my knowledge, belief, and not misleading, so help me God, I declare:

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IN WITNESS WHEREOF, autographed at Dunedin, Florida on the 16th day of December in the year Two Thousand and Nineteen.



Jada Cornish, All Rights Reserved [autograph]

c/o 2230 Birchbark Trail, Clearwater, Florida, Non-Domestic Without the UNITED STATES

STATE OF FLORIDA)
) SS:
COUNTY OF PINELLAS)


Before me, the undersigned notary public, this day, appeared Jada Cornish, to me known (or satisfactorily proven), who being duly sworn according to law, deposes the preceding.

Subscribed and sworn to before me this 16 day of December 2019.



NOTARY PUBLIC

My Commission Expires: 8/7/2023

 Seth Trolia
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG363712
Expires 8/7/2023