FILED 5/21/2026
DOCUMENT NO. 03063-2026
FPSC - COMMISSION CLERK

DUKE ENERGY. FLORIDA

Stephanie A. Cuello
SENIOR COUNSEL

May 21, 2026

VIA ELECTRONIC FILING

Adam J. Teitzman, Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: *Motion to Dismiss to the Complaint of Karen Kostantis*; Docket No. 20260078-EI

Dear Mr. Teitzman:

Please find attached for electronic filing, Duke Energy Florida, LLC's Motion to Dismiss to the Complaint of Karen Kostantis.

Thank you for your assistance in this matter and if you have any questions, please feel free to contact me at (850) 521-1425.

Sincerely,

s/ Stephanie A. Cuello

Stephanie A. Cuello

SAC/clg
Attachments

106 East College Avenue, Suite 800, Tallahassee, FL 32301
▪ Phone: 850.521.1425 ▪ Email: stephanie.cuello@duke-energy.com

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Complaint by Karen Kostantis against Duke Energy Florida, LLC	Docket No. 20260078-EI Filed: May 21, 2026

DUKE ENERGY FLORIDA, LLC'S MOTION TO DISMISS
THE COMPLAINT OF KAREN KOSTANTSIS

Duke Energy Florida, LLC ("DEF" or the "Company") hereby files this Motion to Dismiss the Complaint of Karen Kostantis ("Petitioner" or "Ms. Kostantis") filed against DEF with the Florida Public Service Commission ("FPSC" or "Commission"). For the reasons set forth below, DEF requests the FPSC dismiss this Complaint.

I. Background

1. On or about October 28, 2025, the Petitioner filed a complaint with the FPSC alleging improper billing and payment handling. Ms. Kostantis alleged she made payments to DEF that were improperly credited. This complaint was closed with no violation committed by DEF. (see Exhibit A).

2. On December 15, 2025, Ms. Kostantis filed another complaint, alleging unauthorized smart-meter installation, improper billing for opt-out meter, and misclassification of service. Petitioner requested the smart-meter removed from her property. Ms. Kostantis argued DEF removed the existing Opt-Out Meter without authorization and was asked to pay a fee to reinstall the Opt-Out Meter. Ms. Kostantis was advised the under Tariff Sheet 6.400 a customer who wishes to take service under the Non-Standard Meter Rider (AMI Opt-Out), even if it is at a premise that already has an approved non-communicating meter already in place, needs to request service under this Rider at the time of applying for service and agree to the Opt-Out terms. The

Petitioner also disputed the classification under the RS-1 tariff. This complaint was closed and no violations committed by DEF were found. (see Exhibit B).

3. On or about February 6, 2026, Petitioner stated she made payment under protest in the amount of $96.34 for Smart/AMI meter removal and installation of a non-communicating analog meter. DEF verified that no payment had been received by Ms. Kostantis in her active account, XXXXXXXX2470.

4. DEF confirmed that a payment in the amount of $96.34 had been received for the *inactive* account number XXXXXXXX5339. DEF explained that account number XXXXXXXX5339 was closed on December 2, 2025, due to invalid ID, and a new account, number XXXXXXXX2470, was established in her name after a valid ID was provided. DEF further explained that the payment of $96.34 found on the *inactive* account number XXXXXXXX5339 cannot be transferred to Ms. Kostantis active account number XXXXXXXX2470 because the inactive account is not associated with the current active account. Therefore, a request was issued to refund the payment to the Petitioner. A refund check in the amount of $96.34 was mailed to Ms. Kostantis on February 27, 2026.

5. DEF advised Ms. Kostantis that she would need to contact customer service to request the installation of DEF's AMI Opt-Out meter and accept the terms and conditions regarding the AMI Opt-Out meter before installation would occur. She was advised the initial Set-Up charge of $96.34 would appear on her next bill, and the monthly fee of $15.60 will subsequently appear on every bill after that.

6. DEF informed the FPSC that no payment had been received for the February 2026 bill in the amount of $202.23, and the March 2026 bill was issued for $363.30, which was due on March 18, 2026. The amount of $202.23 is past due.

7. On May 8, 2026, the Petitioner filed a formal complaint ("Complaint") with the FPSC alleges DEF installed the Smart/AMI meter improperly and without authorization and improperly billed for the AMI Opt-Out meter. (See Exhibit C, Notice of Complaint).

II. Argument for Dismissal

8. A motion to dismiss challenges the legal sufficiency of the facts alleged in a petition to state a cause of action. *Meyers v. City of Jacksonville*, 754 So. 2d 198, 202 (Fla. 1st DCA 2000). The standard to be applied in disposing of a motion to dismiss is whether, with all the allegations in the petition assumed to be true, the petition states a cause of action upon which relief can be granted. Id. The moving party must specify the grounds for the motion to dismiss, and all material allegations must be construed against the moving party in determining if the petitioner has stated the necessary allegations. *Matthews v. Matthews*, 122 So. 2d 571 (Fla. 2d DCA 1960). When making this determination, only the petition and documents incorporated therein can be reviewed, and all reasonable inferences drawn from the petition must be made in favor of the petitioner. *Varnes v. Dawkins*, 624 So. 2d 349, 350 (Fla. 1st DCA 1993); *Flye v. Jeffords*, 106 So. 2d 229 (Fla. 1st DA 1958), overruled on other grounds, 153 So. 2d 759, 765 (Fla. 1st DCA 1963); and Rule 1.130, Florida Rules of Civil Procedure. When "determining the sufficiency of the complaint, the trial court may not look beyond the four corners of the complaint, consider any affirmative defenses raised by the defendant, nor consider any evidence likely to be produced by either side." *Varnes v. Dawkins* at 350.

9. Rule 25-22.036(3)(b), F.A.C. states:

> *"……Each complaint, in addition to the requirements of paragraph (a) above shall also contain: (1) The rule, order, or statute that has been violated; (2) The actions that constitute the violation; (3) The name and address of the person against whom*

the complaint is lodged; and (4) The specific relief requested, including any penalty sought."

10. The Complaint filed by Ms. Kostantis alleges DEF installed the Smart/AMI meter improperly and without authorization and improperly billed for the AMI Opt-Out meter. Ms. Kostantis claims she "does not owe any past due amounts." The Petitioner failed to file a sufficient Complaint and fails to identify the rule, order, or statute that DEF allegedly violated, nor does she describe any actions taken on behalf of DEF that constitute a violation of any rules, statutes, company tariff, or Commission Orders. (see Exhibit C)

11. The Petitioner has not met the requirement of Rule 25-22.0.36(3)(b)(2) F.A.C., nor has she provided any evidence that DEF violated any additional applicable statutes, rules, company tariffs, or Commission Orders. When considering all facts plead in the Petition as true, there is no legal basis upon which to grant the relief.

12. Ms. Kostantis has failed to state a cause of action upon which relief can be granted, therefore the Complaint should be dismissed.

III. Conclusion

Based on the foregoing, Duke Energy Florida, LLC respectfully requests this Commission dismiss the Complaint filed by Karen Kostantis.

Respectfully submitted,

/s/ Stephanie A. Cuello

DIANNE M. TRIPLETT
Deputy General Counsel
299 1st Avenue North
St. Petersburg, Florida 33701
T: (727) 820-4692
E: dianne.triplett@duke-energy.com

MATTHEW R. BERNIER
Associate General Counsel

106 East College Avenue, Suite 800
Tallahassee, Florida 32301
T: (850) 521-1428
E: matt.bernier@duke-energy.com

STEPHANIE A. CUELLO
Senior Counsel
106 East College Avenue, Suite 800
Tallahassee, Florida 32301
T: (850) 521-1425
E: stephanie.cuello@duke-energy.com
FLRegulatoryLegal@duke-energy.com

Attorneys for Duke Energy Florida, LLC

CERTIFICATE OF SERVICE
Docket No. 20260078-EI

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via electronic mail to the following this 21st day of May, 2026.

/s/ Stephanie A. Cuello
Attorney

Jennifer Crawford
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
jcrawfor@psc.state.fl.us

Karen Kostantis
KarenDeColaKostantisTrust@proton.me

Exhibit A

Case#: 1488824E; **Name: KAREN KOSTANTIS;** **Business: Duke Energy**

Florida Public Service Commission - Consumer Request

2540 Shumard Oak Boulevard
Tallahassee, Florida 32399
850-413-6480

Consumer Information	Utility Information	
Name: GEORGE KOSTANTIS	Company Code: EI801	
Svc. Address:	Company Name: Duke Energy	
4425 RUTLEDGE DRIVE	Attn:	
Pinellas County,	Response Needed From Company? Y	
(727)-415-9720	Date Due: 11/20/2025	
PALM HARBOR, FL 34685		
Caller: KAREN KOSTANTIS	Reply Received:	
Mailing Addr:	Reply Received Timely?	
3438 E LAKE RD	Informal conference:	
SUITE 14	Customer Objects To Company Response? N	
PALM HARBOR, FL 34685	Customer has been Contacted For Objection? N	
Account #: [redacted]		
E-Track #:	**Request No: 1488824E**	

Please review the "incorporated" Internet correspondence, located between the quotation marks on this form, in which the customer reports the following:

" SPECIAL – PRIORITY – CONFIDENTIAL
RESTRICTED - PRIVATE

Notice to Agent is Notice to Principal, Notice to Principal is Notice to Agent
Without Prejudice, UCC 1-308 / All Rights Reserved

Karen DeCola Kostantis, Executor
Estate of Rita M. DeCola, and George Kostantis-Joint Account Holder
Care of: 3438 East Lake Road, Suite 14
Palm Harbor, Florida near [34685] Non-Domestic
Date: October 28, 2025
Subject:Urgent – Active Billing Dispute For Improper Billing, and Imminent Disconnection Notice
DUKE ENERGY Account Number [redacted]
To Whom It May Concern,
I am contacting you regarding an active dispute with Duke Energy involving improper billing and payment handling for my account. Duke Energy has threatened service disconnection despite this ongoing dispute. They have been notified in writing all communication must go through the post office (anything elswe is unathorized) yet Duke sent a text warning of scheduled shut off, and a follow up phone message.

Service Location: 4425 Rutledge Drive, Palm Harbor, Florida
Mailing Address: c/o 3438 East Lake Road, Suite 14, Palm Harbor, Florida 34685
The dispute concerns payments that were lawfully tendered and accepted by Duke Energy but not properly credited. We have submitted multiple written notices and required all correspondence to occur in writing via USPS mail. Despite this, Duke Energy has continued to send text messages and other electronic communications, which we have expressly prohibited in our communications. Additionally, a representative from Duke Energy's legal department reached out previously, and we responded in writing. When we requested that all further communication be handled directly through Duke's legal department and confirmed in writing, we were ignored and no attorney to date has ever contacted us as first offer, and as we requested.
This situation is now critical because someone in the household requires continuous electric service for health and safety reasons. A loss of service could endanger their well-being. I am therefore requesting the following:
1.Immediate hold or delay on any pending service disconnection until this dispute is resolved.
2.A formal investigation by the Florida Public Service Commission into Duke Energy's handling of payments and customer communication.
3.Confirmation that Duke Energy has received and logged this dispute.
I am submitting this request in good faith and ask for urgent intervention to prevent an unsafe and improper disconnection.
Thank you for your immediate attention to this matter.
Respectfully and honorably submitted,

Without Prejudice

UCC 1-308; Without Recourse
By: Karen :Kostantis ©
Karen DeCola Kostantis for Estate of RITA M DECOLA, Executor/Agent
and for George Kostantis, Joint Account Holder"

"From: KarenDeColaKostantisTrust@proton.me <KarenDeColaKostantisTrust@proton.me>
Sent: Wednesday, October 29, 2025 9:27 AM
To: Consumer Contact <Contact@PSC.STATE.FL.US>
Subject: Fw: URGENT: IMPROPER BILLING AND THREATENED SHUT OFF

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.
Good morning,

I just sent this email and realized I had not included a phone number:

I can be reached at: (727) 415-9720.

If someone can kindly notify DUKE ENERGY to stop their threatened shut on, when there's an active "improper billing dispute" I would greatly appreciate it as someone in the household requires

services for health reasons!

Thank you kindly,

Karen

Sent with Proton Mail secure email.

------- Forwarded Message -------
From: KarenDeColaKostantisTrust@proton.me <KarenDeColaKostantisTrust@proton.me>
Date: On Wednesday, October 29th, 2025 at 9:21 AM
Subject: URGENT: IMPROPER BILLING AND THREATENED SHUT OFF
To: contact@psc.state.fl.us <contact@psc.state.fl.us>

PLEASE SEE ATTACHED. URGENT SITUATION.

Sent with Proton Mail secure email. "

Per Consumer Complaint Rule 25-22.032, please use the following procedures when responding to PSC complaints.

1. Complaint resolution should be provided to the customer via direct contact with the customer, either verbally or in writing, within 15 working days after the complaint has been sent to the company.

2. A response to the PSC is due by 5:00 p.m. Eastern time, of the 15th working day after the complaint has been sent to the company.

3. The response should include the following:
   a) the cause of the problem
   b) actions taken to resolve the customer's complaint
   c) the company's proposed resolution to the complaint
   d) answers to any questions raised by staff in the complaint
   e) confirmation that the company has made direct contact with the customer

4. Send your written response to the PSC, and copies of all correspondence with the customer to the following e-mail, fax or physical addresses:

E-Mail - pscreply@psc.state.fl.us
Fax - 850-413-7168
Mail - 2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Case taken by Sara Redding

10/29/25 called back stating "they turned my power off" and you need to transfer to John, "you people, don't know what your doing".... CGriffin-Greaux

10/29/2025 EMAIL TO CO.

1) Please provide account/final notice/bill/payment/interruption history for the past 12 months to present.

2) Please indicate if the customer has a record of returned mail in the past 12 months.

3) Please indicate chronological sequence of events that led to the service interruption.

4) Please indicate actions required to obtain service restoration.

5) Please indicate if the company is willing to offer a payment arrangement.

6) Please provide a report by November 20, 2025. eplendl

Exhibit B

Case#: 1491428E; **Name: KAREN KOSTANTIS;** **Business: Duke Energy**

Florida Public Service Commission - Consumer Request

2540 Shumard Oak Boulevard
Tallahassee, Florida 32399
850-413-6480

Consumer Information	Utility Information	
Name: KAREN KOSTANTIS	Company Code: EI801	
Svc. Address:	Company Name: Duke Energy	
4425 RUTLEDGE DRIVE	Attn:	
Pinellas County,	Response Needed From Company? Y	
(727)-415-9720	Date Due: 01/14/2026	
PALM HARBOR, FL 34685		
Caller: KAREN KOSTANTIS	Reply Received:	
Mailing Addr:	Reply Received Timely?	
3438 EAST LAKE ROAD	Informal conference:	
SUITE 14	Customer Objects To Company Response? N	
PALM HARBOR, FL 34685	Customer has been Contacted For Objection? N	
Account #: [redacted]		
E-Track #:	**Request No: 1491428E**	

Received customer correspondence as follows:

From: KarenDeColaKostantisTrust@proton.me <KarenDeColaKostantisTrust@proton.me>
Sent: Monday, December 15, 2025 9:02 PM
To: Consumer Contact <Contact@PSC.STATE.FL.US>; John Plescow <JPlescow@PSC.STATE.FL.US>; Adria E. Harper <AHarper@psc.state.fl.us>
Subject: FPSC New Complaint Required

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.
immediate Health and Safety Concern Related to Smart Meter

Regarding: Attached Formal Urgent New Complaint Request —
The attached formal complaint is requesting initiation of a new FPSC claim regarding Duke Energy Florida, account number unknown, for service location 4425 Rutledge Drive, Palm Harbor, Florida, concerning unauthorized smart-meter installation, action required for immediate removal due to health reasons, improper billing under extortionate demand, and misclassification of service.

THIS MATTER REQUIRES IMMEDIATE CORRECTIVE ACTION DUE TO A MATTER OF HEALTH AND SAFETY.

Sent with Proton Mail secure email.

All Rights Reserved - Without Prejudice
SPECIAL-PRIORITY- CONFIDENTlAL- fl.ON ASSUMPSIT

Karen rose, from the house DeCola regarding KAREN ROSE DECOLA / KAREN DECOLA KOSTANTIS estate
In Care of: 3438 East Lake Road. Suite 14 Palm Harbor. Florida Republic ZIP Code ™ declined Non-Domestic, without the U.S.

Notice to Principal is Notice to Agent, Notice to Agent is Notice to Principal

FORMAL COMPLAINT - IMPROPER BILLING, UNAUTHORIZED METER INSTALLATION, MISCLASSIFICATION OF SERVICE AT LOCATION 4425 RUTLEDGE DRNE PALM HARBOR

Date: December 15, 2025
To: Florida Public Service Commission
Account Unknown: Duke re-established a "2nd-' new account claiming the account established post-shut off with 98-6 number could not be confirmed, and created another new account number absent consent - still no disclosure of terms.

Re: Duke Energy Florida - Unauthorized Smart Meter Installation and IMMEDIATE DEMAND FOR REMOVAL. Improper Billing Demand, Misclassification of Seivice. and Failure to Disclose Governing Tariff Tem1S

This filing constitutes a new and se1)arate complaint arising from Duke Energy Florida·s unauthorized installation of a transmitting smart meter, improper billing demand for "opt-ouf' removal, and continued misclassification of service, all following Duke's and FPSC's prior acknowledgment that no contract exists and after repeated written demands for full disclosure of governing terms.

Background and Notice History
On October 30, 2025, after service was shut off under duress, I, karen, submitted a written demand for full disclosure of all tem1S. conditions, tariff authority, and requirements necessary to establish new service. That notice was provided to both Duke Energy and FPSC. FPSC personnel stated repeatedly that "there is no contract" as did Duke agents. No tariffs, classifications. or metering authority were disclosed in writing pursuant to written and verbal requests.

Service was re-energized on October 31, 2025. Identification disputes continued through December (Duke invalidated original account provided with 98-6 IRS number, and created yet another account absent consent). At no time was consent given to re-contract from that re-established account-written or implied-for changes to metering equipment or service conditions, and full disclosure still required, all rights strictly reserved.

Unauthorized Smart Meter Installation

On November 19, 2025, Duke Energy entered the property and installed a transmitting smart meter to structure, violating prior notice, as stated by Duke agent Shakia on 15 December 2025. This installation occurred:

•without prior written notice.

•without consent

•during an unresolved dispute, and

•in direct violation of written instructio11Stliat all actions and communications must be in writing and that no entry or alteration of equipment was authorized absent express written consent.

For years prior, this location operated with non-transmitting analog metering, including under an opt-out arrangement.

Duke·s unilateral action materially altered service conditions without authority.

Improper Billing and Extortionate Demand

Duke now demands a fee to "opt out" in order to remove equipment that was never authorized to be installed. This constitutes improper biUjng and coercive conduct. One cannot "opt out" of equipment installed without consent. Any such fee lacks tariff authority and is improper under FPSC-regulated service standards.

Misclassification of Service

Duke has treated this account as ResidentiaJ (RS-1) without disclosure or determination Duke's own tariffs define Residential Service {RS-1) as service to a dwelling occupied as a household residence. General Service (GS) applies to premises and uses not qualifying as residential-i.e.. all other uses.

I have repeatedly rejected residential/domestic classification in writing. Inquiry into service options does not constitute consent to classification. Duke has never issued a written classification determination, tariff citation, or factual basis supporting RS-1 applicability. Misclassification materially affects billing, metering, and customer rights.

Health and Safety Concern

Following the installation, occupants experienced 1>ersistent headaches, buzzing sensations - tinnitus, sleep disturbance, and physical discomfort, which prompted inspection of the premises and discovery of the transmitting meter. These symptoms were not present under prior non-transmitting metering - this being the reason no consent was ever granted for a "smart" meter after one was installed "absent consent" in 2021. While causation is not adjudicated here, the issue raises heaJth and safety concerns that warrant immediate corrective action. Each day the meter remains installed compounds potential injury and daily fee of 1,000.000.00 certified USD for said violation and direct breach and extortionate demand.

Tariff and Regulatory Violations

Duke's actions are inconsistent with FPSC-approved tariffs governing:

•Service classification a1>plicability (RS-1 vs. GeneraJ Service)

•Metering changes and customer notice requirements
•Prohibition against unilateral material changes during active dis1>utes
•Improper billing for unauthorized equi1>ment

Relief Requested
I respectfully request that FPSC:

1.Open a new complaint for improper billing, unauthorized metering change, and misclassification;
2.Direct Duke Energy Florida to immediately remove the transmitting smart meter and restore non-transmitting metering without any opt-out fee - FOR HEALTH RELATED PURPOSES. There is a reason no consent for a smart meter was NOT AUTHORIZED at the service location.
3.Require Duke to correct the account classification consistent with General Service (GS), absent written justification otherwise;
4.Order Duke to disclose, in writing, the specific tariff provisions it claims authorize the installation. classification.
and billing demanded, and authority for ignoring notice for prior express written consent prior to entering property and touching structure, and failure to provide full disclosure of all terms and conditions prior to service tum on;
5.Prohibit any charges, 1>enaJties, or adverse actions related to this unauthorized installation.

This complaint is submitted without waiver of rights. and notice of claim and accruing fees are compounding for violation of notices, for tortious injury: All prior notices are preserved and UCC-1 filing agreed by all parties upon failure to remove smart meter by 16 December 2025. This is not to be deemed as the "entirety" of documentation for this complaint.

Respectfully submitted.

REGARDS.
KAREN D KOSTANTIS

?ghts reserved; without prejudice
By
Karen, Authorized Representative for the Registered Person KAREN ROSE DECOLA/KAREN DECOLA KOSTANTIS and
Executrix for Karen Rose DeCola estate

All Rights Reserved- Without Prejudice
SPECIAL- PRIORITY - CONFIDENTIAL

12/16/2025 EMAIL TO CO. See above and attached correspondence in which Ms. Kostantis advised a smart meter was installed without her authorization or request, she requests an opt-out, digital non-communicating meter at no charge, and requests classification from residential service

1 (RS-1) to general service 1 (GS-1).

1) Please define Residential Service 1 and the reason the account was established with RS-1.

2) Please define General Service 1 and under what circumstances GS-1 is applicable.

3) Please indicate if the company is willing to offer General Service 1 to the customer.

4) Please provide information on the meter type, meter number, and date of meter installation.

5) Please offer to replace the smart meter with a opt-out, non-standard, digital non-communicating meter. If so, please indicate meter removal and opt out meter installation dates, as well as advise the customer of the charges.

6) Please provide all responses to the customer in writing, including relevant tariff sheets.

Please investigate this matter, contact the customer and provide me with a detailed written report by January 14, 2026. eplendl

Note Customer contact is Ms. Karen Kostantis at KarenDeColaKostantisTrust@proton.me.

Per Consumer Complaint Rule 25-22.032, please use the following procedures when responding to PSC complaints:

1. Complaint resolution should be provided to the customer via direct contact with the customer, either verbally or in writing, within 15 working days after the complaint has been sent to the company.
2. A response to the PSC is due by 5:00 p.m. Eastern time, of the 15th working day after the complaint has been sent to the company.
3. The response should include the following:
a) the cause of the problem
b) actions taken to resolve the customer's complaint
c) the company's proposed resolution to the complaint
d) answers to any questions raised by staff in the complaint
4. Send your written response to the PSC, and copies of all correspondence with the customer to the following e-mail, fax or physical addresses:

Send Written Response to:
E-MAIL: PSCREPLY@PSC.STATE.FL.US
FAX: 850-413-7168 OR
US MAIL: FPSC-OFFICE OF CONSUMER ASSISTANCE & OUTREACH

Exhibit C

FILED 5/11/2026
DOCUMENT NO. 02768-2026
FPSC - COMMISSION CLERK

COMMISSIONERS:
GABRIELLA PASSIDOMO SMITH, CHAIRMAN
GARY F. CLARK
MIKE LA ROSA
BOBBY PAYNE
ANA ORTEGA

STATE OF FLORIDA

OFFICE OF COMMISSION CLERK
ADAM J. TEITZMAN
COMMISSION CLERK
(850) 413-6770

Public Service Commission

NOTICE OF COMPLAINT

TO

Duke Energy Florida, LLC d/b/a Duke Energy
ATTN: Mattthew Bernier/Stephanie Cuello
106 E. College Avenue, Suite 800, Tallahassee FL 32301
(via Certified Mail No. 7020 2450 0001 8211 0243)

Re: Docket No. 20260078-EI- - Complaint by Karen Kostantis against Duke Energy Florida, LLC

Notice is hereby given, via certified U.S. mail, that the above-referenced complaint was filed with the Public Service Commission on May 8, 2026, a copy of which is attached.

You may file a response to this complaint with the Office of Commission Clerk at the address below, with a copy sent to the complainant. The Commission also accepts documents for filing by electronic transmission provided the electronic filing requirements are met. For information regarding these requirements, visit the Commission's website at www.floridapsc.com.

NOTICED this 11th day of May, 2026.

Sincerely,

Adam J. Teitzman
Commission Clerk

AJT/ nh
Enclosure
cc: Karen Kostantis
Office of Public Counsel
Office of General Counsel
Office of Consumer Assistance
Docket File

DOCKET NO. 20260078-EI
FILED 5/8/2026
DOCUMENT NO. 02749-2026
FPSC - COMMISSION CLERK

REQUEST TO ESTABLISH DOCKET

(Please type or print. File original with CLK.)

Date:	**5/8/2026**
1. From Division / Staff:	Gcl/Crawfordl
2. OPR:	GCL/Crawford
3. OCR:	ECO/Hampson
4. Suggested Docket Title:	Complaint by Karen Kostantis against Duke Energy Florida, LLC
5. Program/Module/Submodule Assignment:	A/9

6. Suggested Docket Mailing List

a. Provide NAMES/ACRONYMS, if registered company ☐ **Provided as an Attachment**

Company Code, if applicable:	Parties (include address, if different from MCD):	Representatives (name and address):
EI801	Duke Energy Florida, LLC	Matthew R. Bernier/Stephanie A. Cuello
	Ms. Karen Kostantis 3438 East Lake Road, Suite 14 Palm Harbor, Florida 34685	

b. Provide COMPLETE NAME AND ADDRESS for all others (match representatives to companies)

Company Code, if applicable:	Interested persons, if any, (include address, if different from MCD):	Representatives (name and address):

7. Check one:	☒ **Supporting documentation attached**	☐ **To be provided with Recommendation**

Comments:

From:	Jennifer Crawford
To:	Danyel Sims
Subject:	FW: Supplement to Formal Complaint Kostantis v. Duke Energy Florida, LLC — Medical Certification of George Kostantis — Account Nos. 910192115339 / 910193682470
Date:	Friday, May 8, 2026 2:30:12 PM
Attachments:	29 April 2026_George Medical Certification__Redacted.pdf

Please add this email and the attached pdf to the request to establish Ms. Kostantis's complaint docket; thank you.

From: John Plescow <JPlescow@PSC.STATE.FL.US>
Sent: Friday, May 1, 2026 11:24 AM
To: Jennifer Crawford <jcrawfor@psc.state.fl.us>
Cc: Margarita Valdez <MValdez@PSC.STATE.FL.US>
Subject: FW: Supplement to Formal Complaint Kostantis v. Duke Energy Florida, LLC — Medical Certification of George Kostantis — Account Nos. 910192115339 / 910193682470

Please, see the attached. I have confirmed with CLK that there is currently no open docket for this customer. I do not know what to do, because there appears to be no formal complaint filed. Additionally, I do not understand how a doctor's note could be used to file a complaint.

From: Hong Wang <HWang@PSC.STATE.FL.US> **On Behalf Of** Records Clerk
Sent: Friday, May 01, 2026 10:24 AM
To: John Plescow <JPlescow@PSC.STATE.FL.US>
Subject: FW: Supplement to Formal Complaint Kostantis v. Duke Energy Florida, LLC — Medical Certification of George Kostantis — Account Nos. 910192115339 / 910193682470

John,

Per our conversation, I am forwarding this to you for handling.

Thanks!

Hong

From: KarenDeColaKostantisTrust@proton.me <KarenDeColaKostantisTrust@proton.me>
Sent: Friday, May 1, 2026 10:11 AM
To: Records Clerk <CLERK@PSC.STATE.FL.US>
Subject: Supplement to Formal Complaint Kostantis v. Duke Energy Florida, LLC — Medical Certification of George Kostantis — Account Nos. 910192115339 / 910193682470

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Subject: Supplement to Formal Complaint 28 April 2026 - Kostantis v. Duke Energy Florida, LLC - Medical Certification of George Kostantis - Account Nos. 910192115339 / 910193682470

Office of the Commission Clerk Florida Public Service Commission,

Please find attached for filing in the above-referenced matter a Medical Certification dated 4/29/2026 issued by Dr. Nikolaos Lontos, MD for George Hatzikostantis. This certification is submitted as a supplement to the Formal Complaint and Petition for Formal Proceedings filed 28 April 2026 under Rule 25-22.036, F.A.C.

The certification documents medical findings concerning the impact of the communicating AMI smart meter installed at the service location at 4425 Rutledge Drive, Palm Harbor, Florida, on George. It corroborates the December 29, 2025 medical certification of Kara Anthony, APRN (Enclosure 2 to the Formal Complaint), regarding the harm documented at the service location.

George is a joining Complainant in the above-captioned matter as to Counts VI and VII. This medical certification additionally supports the harm documented under Count II (Continued Operation of a Meter Certified to Be Causing Harm) as it pertains to George as one living at the service location.

Notice of Correction to Service List: The service list at the end of the original Formal Complaint identifies J.R. Kelly as Public Counsel. Mr. Kelly is no longer in that position. The current Public Counsel is Walt Trierweiler, Office of Public Counsel, who is being served at trierweiler.walt@leg.state.fl.us in lieu of Mr. Kelly on this and all subsequent filings in this matter.

Please add this Medical Certification to the docket as a supplemental enclosure to the Formal Complaint. Pursuant to the written communication directives on file since September 12, 2025, all responses and correspondence are requested by United States Mail, addressed as follows:

Karen DeCola Kostantis In Care of: 3438 East Lake Road, Suite 14 Palm Harbor, Florida Non-Domestic, ZIP Code Exempt

Limited redactions to non-substantive identifying information have been applied to the attached certification consistent with standard medical privacy practice. An unredacted copy is available to the Commission upon request.

Please confirm receipt.

Respectfully submitted,

Karen DeCola Kostantis Complainant KarenDeColaKostantisTrust@proton.me

George Hatzikostantis Joining Complainant as to Counts II, VI and VII

Sent with Proton Mail secure email.

MEDICAL CERTIFICATION / ACCOMMODATION REQUEST FORM

Date: 4/29/2026
Patient Name: George
Date of Birth: [redacted]
Address: 3438 East Lake Rd Suite 14
Palm Harbor FL 34685

TO WHOM IT MAY CONCERN:

I am a licensed healthcare provider currently treating the above-named patient.

The patient is experiencing ongoing health symptoms that may be aggravated by certain environmental exposures and/or nearby electronic equipment. Reported symptoms include, but are not limited to:

- Neurological sensitivity symptoms
- Persistent headaches
- Tinnitus / ringing in the ears
- Sleep disturbance
- Stress-related physical symptoms
- Difficulty concentrating

Based on my professional assessment, minimizing potential triggering exposures and reducing environmental stressors may be medically beneficial during the patient's treatment and recovery period.

RECOMMENDED ACCOMMODATION

I respectfully request reasonable consideration of alternatives, mitigation measures, or other available accommodations that may lessen exposure concerns at or near the patient's residence, where feasible.

DURATION OF NEED

☐ Temporary, until: _____

☑ Re-evaluate in 6 days / weeks / months

☐ Ongoing pending reassessment

PROVIDER INFORMATION

Provider Name: Nikolaos Lontos, MD

License Type / Number: NPI : 1366071680

Practice Name: TGMG - TRINITY

Phone: 813-844-8200

Address: 9433 Country Place Blvd, Trinity FL 34655

Signature:

Date: 9/29/26

From: Jennifer Crawford
To: Danyel Sims
Subject: RE: Formal Complaint Filing Packet and Audio Recording (2 of 2)
Date: Friday, May 8, 2026 2:35:03 PM
Attachments: 9_Billing Statement 8_28_2025 Opt-Out Status Active Prior to 11_19_25 Unauthorized Meter Exchange.pdf
10_Tender of Payment Under Protest for Meter Removal 2_6_26.pdf
11_Written Clarification & Authorization to Apply Payment 2_9_26.pdf
12_Unauthorized Text Msg 1_30_26 False Order Cancellation.pdf
13_Unauthorized Text Msg 2_12_26 Usage Balance After Failure to Remove AMI copy.pdf
14_Selected Unauthorized Text Msgs & Phone Contacts 9_12_26 to Date.pdf
15_January 2026 Billing Statement Returned Without Dishonor for Correction.pdf
16_March 2026 Billing Statement Premature Late Fee No Bill Detail.pdf
17_Notice of rights, Non Assent, Rebuttal of Presumptions, Demand for Proof of Authority with Affidavit of Fact 1_9_2026 with Proof.pdf
18_FirstPoint Collection Text Msgs 1_12_26, 1_19_26, 2_25_26, 3_4_26.pdf
19_FPSC Case File Records including EllenPlendl"s 1_21_26 letter; 1_26_26 Process Review Directive Prohibiting Disconnection.pdf
20_Third Party Receipts Lake Mary Address and 4_22_26 Corrected .pdf
21_WrittenCommunication of 12_15_25 Reiteration of Non-Consent.pdf
1_FPSC Staff Letter March 3, 2026. Margarita Valdez.pdf
2_Physician"s Medication Certification 12_29_25.pdf
4_Written Communication Directive 9_12_25.pdf
5_Written Notice & Demand for Explicit Requirements for Service 10_30_25pdf.pdf
7_Written Non-Consent Trespass Notice 11_13_25.pdf
8_Billing Statement 3_28_2022 First Opt-Out Charge of 96.34 .pdf

---

Please include this email and the associated pdf attachments to the request to open Ms. Kostantis's complaint docket.
There should be 19 pdfs in total (there's no pdf enumerated as 3 or 6); please let me know if they didn't all make it to you.

From: Adam Teitzman <ATEITZMA@psc.state.fl.us>
Sent: Wednesday, April 29, 2026 9:00 AM
To: Jennifer Crawford <jcrawfor@psc.state.fl.us>; Margarita Valdez <MValdez@PSC.STATE.FL.US>; Angie Kendrick <Akendric@psc.state.fl.us>
Subject: FW: Formal Complaint Filing Packet and Audio Recording (2 of 2)

CLK received the below email from Ms. Kostantis. I have not opened the attachment and I would suggest checking with IT to ensure it is safe before doing so.

Adam

From: KarenDeColaKostantisTrust@proton.me <KarenDeColaKostantisTrust@proton.me>
Sent: Tuesday, April 28, 2026 11:57 PM
To: Records Clerk <CLERK@PSC.STATE.FL.US>
Subject: Formal Complaint Filing Packet and Audio Recording (2 of 2)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Office of the Commission Clerk

Dear Commission Clerk:

Please find attached the Exhibits (Enclosures 1-21) submitted in support of the Complaint Filing Packet previously submitted.

These exhibits are provided for the record in connection with the above-captioned matter.

Please confirm receipt and assignment of a docket number at your earliest convenience.

Respectfully submitted,

Karen DeCola Kostantis Complainant KarenDeColaKostantisTrust@proton.me

George Hatzikostantis Joining Complainant as to Counts VI and VII

Sent with Proton Mail secure email.

COMMISSIONERS:
GABRIELLA PASSIDOMO SMITH, CHAIRMAN
GARY F. CLARK
MIKE LA ROSA
BOBBY PAYNE
ANA ORTEGA

STATE OF FLORIDA

OFFICE OF CONSUMER ASSISTANCE
CYNTHIA L. MUIR
DIRECTOR
(850) 413-6640

Public Service Commission

March 3, 2026

Regular Mail and E-mail

MS. KAREN KOSTANTIS
3438 E LAKE RD STE 14
PALM HARBOR, FL 34685-2413
KarenDeColaKostantisTrust@proton.me

Re: Florida Public Service Commission Complaint Number 1491428E

Dear Ms. Kostantis:

This letter is a follow-up to your correspondence dated 02/24/2026 and your telephone call on 03/02/2026 in relation to your complaint number 1491428E filed with the Florida Public Service Commission (FPSC) on 12/16/2025, against Duke Energy Florida (DEF).

In your 02/24/2026 letter, you stated that "payment under protest in the amount of 96.34, demanded and accepted on February 6, 2026, for Smart/AMI meter removal and installation of a non-communicating analog meter, has not been honored." I contacted DEF to verify if a payment in the amount of $96.34 had been processed and if an order to exchange meters had been issued.

DEF verified that no payment had been received in your active account number 910193682470. However, DEF verified that a payment in the amount of $96.34 had been received for the inactive account number 910192115339. DEF's staff explained that account number 910192115339 was closed on 12/02/2025 due to invalid ID, and a new account, number 910193682470, was established in your name after you provided a valid ID. DEF's staff further explained that the payment of $96.34 found on the inactive account number 910192115339 cannot be transferred to your active account number 910193682470 because the inactive account is not associated with your active account. Therefore, a request was issued to refund the payment to you. DEF informed the FPSC that a refund check in the amount of $96.34 was mailed to you on 02/27/2026.

DEF advised that you will need to contact DEF's customer service to request the installation of DEF's AMI Opt-Out meter. In addition, you will need to accept the terms and conditions regarding the AMI Opt-Out meter before DEF will move forward with installing one. The initial Set-Up charge of $96.34 will appear on your next bill, and the monthly fee of $15.60 will subsequently appear on every bill after that.

DEF informed the FPSC that no payment has been received for the February 2026 bill in the amount of $202.23, which was due on 02/24/2026, and the March 2026 bill was already issued for $363.30, which is due on 03/18/2026. The amount of $202.23 is past due. Failure to pay the past due amount will result in interruption of service after proper notification.

In conclusion, given the documentation provided by both you and DEF, it appears that DEF has complied with applicable statutes, rules, tariffs, and orders of the FPSC in the handling of this matter. Therefore, the FPSC is unable to provide you with further assistance regarding this issue. If you have any questions or concerns, please feel free to contact me. You may reach me toll-free, at 1-800-342-3552 or directly at 850-413-6113. You may also contact me via E-mail at mvaldez@psc.state.fl.us.

Sincerely,

Margarita Valdez

Margarita Valdez
Regulatory Analyst IV
OCA Process Review Group

c: Duke Energy Florida

Further evidence of bad faith! Ignored by Duke.

MEDICAL NECESSITY CERTIFICATION

(Utility Service Continuity & Equipment Accommodation)

Date: 12/29/2025

To Whom It May Concern,

I am a licensed medical provider authorized to practice in the State of FL. I am currently treating the individual listed below.

Patient Name: Kostantis Karen DOB 12/07/64

Service Address: 3438 E. lake Rd ste 14
Palm Harbor, FL 34685

Based on my professional medical judgment, the above-named patient has a medical condition for which continuous electric service is medically necessary. Interruption of electrical service, or exposure to certain electrical equipment or configurations, may exacerbate symptoms and result in adverse health effects, including but not limited to neurological or physiological distress.

Accordingly, it is medically necessary that:

1. Electric service not be interrupted or disconnected, and
2. Reasonable accommodation be provided with respect to electrical equipment or metering that may aggravate the patient's condition.

This certification is provided solely to document medical necessity and does not disclose confidential medical details. Continued service and appropriate accommodation are required to avoid potential medical harm.

If additional confirmation is required, I may be contacted by the utility provider solely for verification of this certification.

Provider Name: Kara Anthony, APRN

License Type & Number: 1740047414

Practice / Facility: Premier Community Healthcare

Phone: 352-518-2000

Signature: Kara Anthony

Date Signed: 12/29/2025

Estate of RITA M DECOLA, Executor Karen DeCola Kostantis, et al
Care of 3438 East Lake Road, Suite 14
Palm Harbor, Florida 34685. Non-Domestic

Notice to Agent is Notice to Principal, Notice to Principal is Notice to Agent
Without Prejudice, UCC 1-308 / All Rights Reserved

Date: 12 September 2025

To: Brian L. Savoy, Chief Financial Officer
DUKE ENERGY FLORIDA, LLC
525 S TRYON ST
CHARLOTTE, NC 28202

(Service of Legal Notice via Certified Mail, Firm Mailing Proof):
Registered Agent for Duke Energy Florida, LLC
1200 South Pine Island Road
Plantation, FL 33324

9589 0710 5270 2672 3789 10

Duke Energy Processing Center
PO Box 1094
Charlotte, NC 28201-1094

Dear Mr. Savoy,

This Notice is provided regarding **Duke Energy Account Number 9100 7320 1269**

1. Tender of Payments – Reservation of Rights
The following payments have been tendered without prejudice and without recourse:

- $557.23 on 27 August 2025
- $1,027.25 on 04 September 2025
- $529.27 on 11 September 2025, made without my knowledge or consent.

These payments must be promptly applied to the account balance, not reallocated to fees, penalties, or other charges. Their tender does not constitute waiver, admission, or relinquishment of any rights, claims, or defenses, including those in my Opportunity to Cure dated 11 September 2025.

2. Communications
Effective immediately, all communications must be in writing to me at the address above.

- No phone or email communications are authorized unless expressly permitted by me.
- No oral agreements, authorizations, or payments are valid unless confirmed by me personally or in writing.

3. Authorized Parties and Prior Notices Preserved
While my husband, George Hatzikostantis, has previously interacted on this account, he is not authorized to bind me by phone, email, or oral agreement. Only written correspondence signed by me is valid. He may be given account information, but has no authorization beyond inquiry. The above payments do not vitiate, diminish, or impair the effect of my prior notices and tenders, including the Opportunity to Cure. I reserve all rights, remedies, and defenses under law and equity.

Please update your records accordingly.

Without Prejudice; Without Recourse

NON-NEGOTIABLE

By Karen DeCola Kostantis ©
Karen DeCola Kostantis for Estate of RITA M DECOLA,
Executor/Agent

All were Noticed:
Failure to provide "terms/conditions"

Demand for Immediate Remedy

From karendecolakostantistrust@proton.me <KarenDeColaKostantisTrust@proton.me>

To contact@psc.state.fl.us, FLPOWEROFATTORNEY@DUKE-ENERGY.COM, Consumer Affairs<CONSUMERAFFAIRS2@DUKE-ENERGY.COM>, FL.BEC@DUKE-ENERGY.COM

BCC Kakos369@yahoo.com, karendecolakostantistrust@proton.me

Date Thursday, October 30th, 2025 at 11:43 AM

DUE TO TECHNICAL LIMITATIONS AT MY CURRENT LOCATION, I AM UNABLE TO ATTACH SUPPORTING DOCUMENTATION PRIVATELY. THIS EMAIL SERVES AS FORMAL NOTICE UNDER PROTEST.

Notice to Agent is Notice to Principal, Notice to Principal is Notice to Agent

Without Prejudice, UCC 1-308 / All Rights Reserved

Karen DeCola Kostantis, Executor
Estate of Rita M. DeCola, and George Kostantis-Joint Account Holder
Care of: 3438 East Lake Road, Suite 14
Palm Harbor, Florida state, near [34685]
Non-Domestic without the United States

D. 30 October 2025

FORMAL NOTICE OF WRONGFUL DISCONNECTION / ACTIVE ESTOPPEL / DEMAND FOR IMMEDIATE REMEDY

Immediate Restoration of Service Required – Under Protest

To: fl.bec@duke-energy.com Legal Affairs, et al
consumeraffairs2@duke-energy.com Duke Energy, et al
contact@psc.state.fl.us Attention: John Plescow and Ellen, Analyst, et al

Duke Energy Florida, FPSC, et alia,

This is an emergency notice under protest. Electrical service at my residence has been wrongfully disconnected, placing me and my family in a position of injury. Immediate restoration of service is required.

Whether service is restored on the previous account or a new account is created, I demand without delay:

1. **A written contract or "explicit requirements needed" specifying all terms and conditions in order to establish new service.**
2. **Clear disclosure of acceptable forms of payment, without coercion or forced assumptions.**
3. **Acknowledgment that any payment made under duress is under protest, and does not waive my rights or claims.**

Original

Failure to provide a contract with terms and acceptable payment methods before service is restored is unacceptable. This notice serves as supplemental documentation to all prior estoppel and default notices served, and all rights are expressly reserved.

This matter cannot be delayed for postal correspondence. A written response and confirmation of restoration must be provided immediately by email and/or telephone for this matter only by 5:00PM today:

- That service is being restored.
- A written contract with terms or "requirement" for services & acceptable forms of payment will be provided.

Time is critical — my household needs power immediately. Continued delay equates to increased and accruing charges of injury and damages. Upon continued failure, copies relating to this matter will be sent to: FPSC General Counsel, Governor Ron DeSantis, Attorney General Ashley Moody, Susan El Khoury – Investigative Reporter, WFTS Tampa Bay, Relevant federal and state consumer protection agencies.

Without Prejudice UCC 1-308; Without Recourse
By: Karen and George Kostantis and on behalf of Rita M DeCola
KarenDeColaKostantisTrust@proton.me
(727) 415-9720

Sent with Proton Mail secure email.

Original

George Hatzikostantis and Karen DeCola Kostantis
In Care of: 3438 East Lake Road, Suite 14
Palm Harbor, Florida

OFFICIAL NOTICE
Service Location: 4425 Rutledge Drive Palm Harbor, Florida
Documentation for all Complaints Requiring Response

Notice to Agent is Notice to Principal, Notice to Principal is Notice to Agent
Without Prejudice, UCC 1-308 / All Rights Reserved

Date: 13 November 2025 *Certified Mail and Registered eMail*

Duke Energy Florida, LLC, et al, via Registered Agent: CT Corporation System
1200 South Pine Island Road
Plantation, Florida 33324

Florida Public Service Commission
Office of Chief Inspector General of Florida, Melinda M Miguel,
Office of Inspector General, Valerie J. Peacock,
Office of General Counsel, Adria Harper and
FPSC Supervisor, John Plescow
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Subject: Official Notice of Service - Documentation Requiring Response

Dear Sir and Madam:

This communication serves as official service for all referenced complaints, including 1489629E, 1488789E and 1488824. This notice was originally sent on November 4, 2025, refused by DUKE's registered agent, and returned to sender, demonstrating dishonor. Attached is documentation providing full record of all complaints, requiring responses from all parties.

All communications must be in writing via US postal mail. No cell, phone calls, email, or any other manners of communication are authorized. As of November 13, 2025, Duke has attempted to contact us personally, leaving messages on work / mobile number; such attempts must cease immediately.

Any further interruption of service, trespass upon the land, property or structure, without prior written consent, shall constitute your agreement to $10,000.00 certified USD per incident, and any further presentments (2 just returned to Duke conditionally accepted and returned for cause without dishonor) shall incur $2,000.00/incident.

Preservation of Record: All prior estoppel and protections, including FPSC-issued protections and claims remain in full effect and response is required to the attached documentation to comply with lawful obligations.

All rights unalienable; without prejudice; without recourse

GEORGE HATZIKOSTANTIS and KAREN DECOLA KOSTANTIS
By: *George* ©, Beneficiary and **By: *Karen* ©, Beneficiary**

Your [illegible] [illegible]

[illegible]

When [illegible] [illegible]

[illegible]

When [illegible] [illegible] [illegible] [illegible]

[illegible]

When [illegible] [illegible] and [illegible]

[illegible]

When [illegible] [illegible]

[illegible]

All Rights Reserved – Without Prejudice
SPECIAL – PRIORITY – CONFIDENTIAL

Karen rose, from the house DeCola regarding
KAREN ROSE DECOLA / KAREN DECOLA KOSTANTIS estate
In Care of: 3438 East Lake Road, Suite 14
Palm Harbor, Florida Republic; Non-Domestic
Without the United States

Notice to Principal is Notice to Agent, Notice to Agent is Notice to Principal

PAYMENT UNDER PROTEST AND DURESS
WRITTEN OPT-OUT UNDER EXTREME DURESS, and CUSTOME ORDER
NOTICE OF CONTINUING HEALTH IMPACT, VIOLATIONS AND INTENT TO LIEN

Duke Energy Florida LLC and Duke Energy Corporation
c/o CT Corporation System (Registered Agent)
1200 South Pine Island Road, Suite 250
Plantation, Florida 33324

Certified Mail ™ declined and Electronic Service
via Notary and Firm Mailing

Florida Public Service Commission
2540 Shumard Oak Boulevard Commission Clerk
Gerald L Gunter Building, Suite 152
Tallahassee, Florida 32399-0850

First Class US Mail and Electronic Service
Notary and Firm Mailing

Date: 6 February 2026

To Whom It May Concern:

This correspondence constitutes a Written Customer Order and Service Authorization directing Duke Energy to remove the unauthorized AMI meter and install a non-AMI analog meter. This written order is sufficient and requires no verbal confirmation, recorded assent, or telephone contact.

Notice of Intent and Fee Schedule were transmitted by electronic service on February 5, 2026 at 10:31 PM to ConsumerAffairs2@duke-energy.com and melissa.seixas@duke-energy.com, constituting actual notice to Duke Energy.

1. **Payment Tendered Under Protest and Extreme Duress**

Payment in the amount of $833.78 was demanded by Duke Energy and tendered on January 30, 2026 pursuant to Order number 282414681 under protest and under extreme duress following unlawful service termination during an active FPSC complaint.

Payment in the amount of $96.34 was also demanded by Duke Energy and tendered on 6 February 2026, receipt number FL3169-2129-2 lawful USD, under protest and under extreme duress, as a coercive condition imposed by Duke Energy for removal of an unauthorized AMI ("smart") meter installed without consent and causing ongoing health impacts and exacerbation of medical conditions.

Duke Energy's longstanding records confirm a history of non-consent to AMI service at this service location. Duke Energy unilaterally opted this location into AMI service and thereafter demanded involuntary "opt-out" payment and submission while knowingly causing ongoing harm, including in violation of applicable tariff provisions, including but not limited to Tariff Rule 6.400.

The tenders of payment under protest constitutes no consent, waiver, settlement, accord, acceptance, ratification, or acquiescence to any charge, practice, classification, representation, or AMI program. All rights, claims, remedies, and estoppels are expressly reserved and preserved.

2. Controlling Notice, Authorization, and Customer Order

This written notice constitutes formal notice, demand, and customer order sufficient to authorize and direct removal of the AMI meter and installation of a non-AMI analog meter.

Duke Energy represented that removal would occur upon payment and confirmed on February 2, 2026 that a standard non-communicating analog meter IS available and would be installed. That condition has now been satisfied through the referenced tenders of payment.

On January 30, 2026, Duke created Exchange Order No. 100020773553. On February 2, 2026, Duke agents confirmed that the order was unilaterally canceled by Consumer Affairs at approximately 5:04 PM without authorization from the account holder. A false cancellation text was thereafter transmitted at 5:12 PM in violation of written contact restrictions, stating: "As you requested, we have cancelled Exchange Order…".

Accordingly, Duke Energy is hereby directed and ordered to remove the AMI meter installed without consent and install the non-AMI analog meter within three (3) **calendar days** of receipt of this notice, as recorded by electronic service.

No additional verbal confirmation, telephone contact, recording, opt-in, opt-out, or further customer action is authorized or required. Any attempt to require such conduct to delay, obstruct, or control this transaction constitutes further noncompliance, bad faith, and dishonor. This notice may not be recharacterized as voluntary consent, waiver, or authorization for AMI service.

3. Opt-Out Notice Under Extreme Duress (If Asserted by Duke Energy)

To the extent Duke purports to require an "opt-out" designation, this notice constitutes written opt-out made solely under extreme duress and protest, without voluntary consent and with full reservation of rights.
The account holder never opted in to AMI service. Duke's retroactive demand for opt-out payment while knowingly causing harm constitutes coercion. Any inference of voluntariness is denied.

4. Fee Schedule, Accruing Damages, and Notice of Terms

Duke Energy is hereby noticed that the controlling Notice of Intent – Fee Schedule was transmitted by electronic service on February 5, 2026 at 10:31 PM (also referenced above) to ConsumerAffairs2@duke-energy.com and melissa.seixas@duke-energy.com, followed by U.S. mail, constituting actual notice to Duke Energy.

Said Fee Schedule governs and applies to violations, dishonor, noncompliance, delay, coercion, mischaracterization, unauthorized communications, trespass and unauthorized conduct noticed herein and in prior notices/estoppels. Injury, damages and fees continue to accrue daily during any period of nonperformance, delay, or continued misconduct. A public record instrument number will be provided separately upon recording.

5. Notice of Intent to Lien

This correspondence serves as formal Notice of Intent to File and Record a Lien securing all accrued and accruing tort injuries, damages, fees, and charges arising from the violations noticed herein and in prior notices and estoppels. A final accounting and lien amount will be provided separately upon completion of damage calculation or upon compliance, whichever occurs first. All charges continue to accrue daily until cured.

6. Demand for Disclosure of Tax Identifier and IRS Form W-9

Duke Energy is hereby demanded to disclose, in writing, the tax identifier presently being relied upon in connection with Account Number 9101 9211 5339, including the source, authorization, and legal basis for its use, and the account designation/classification Duke is applying for billing and service purposes.

This account number and designation were unilaterally created/assigned by Duke without the customer's consent. Duke is therefore required to identify precisely what identifier is being used and why, and to disclose the legal basis for any "residential," "occupant," or similar classification being imposed or presumed.

The only tax identifier ever furnished or authorized by the account holder is an EIN beginning with "98-6." No consent has ever been granted to obtain, substitute, infer, assign, or attribute any other identifier, including any Social Security number. Any undisclosed use, derivation, attribution, or reliance upon a Social Security number or other personal identifying information without express authorization constitutes unauthorized use and misattribution of protected personal identifiers, implicating identity misuse, improper reporting, privacy violations, and material misrepresentation. Continued refusal to disclose the source and basis of any such identifier, after repeated written demand, constitutes ongoing regulatory noncompliance and deliberate failure of data-governance and identity-protection obligations.

Duke Energy is further demanded to provide its executed IRS Form W-9.

Full written disclosure responsive to this demand shall be provided within ten (10) calendar days of Duke's receipt of this notice. Failure to comply constitutes continuing dishonor and additional violations subject to the controlling fee schedule and all available remedies.

6. Demand for Disclosure of Tax Identifier and IRS Form W-9

Duke Energy is demanded to disclose the tax identifier relied upon for Account No. 9101 9211 5339. Only an EIN beginning with 986 was authorized. No consent exists for use of any Social Security number. Duke shall further provide its executed IRS Form W-9 within ten (10) calendar days.

7. Reservation of Rights, Estoppel, and Contact Restrictions

All prior notices, demands, estoppels, invoices, and fee assessments remain in full force and effect. Nothing herein constitutes waiver, acquiescence, novation, or estoppel of any right, claim, or remedy. As stated in the 30 January 2026 notice, any reference to "resident", "person", "occupant", or other legalistic terminology is used solely with the context of the utility's billing and account nomenclature and shall not be construed as identification, attachment or assent to any statutory, contractual, or legal definition or status. No presumption of status is authorized.

Duke Energy Is Estopped From Asserting Any Position Inconsistent With the Following:
(1) **Lack of disclosure / no informed agreement**: Duke may not claim that any valid contract, agreement, agreement to terms, conditions of service, modification, novation, or new account relationship was formed on or after October 30, 2025 and/or after December 2, 2025, where Duke failed to provide written terms, conditions, disclosures, and service requirements, and where no informed, voluntary, or knowing consent was given after full and complete disclosure was denied. From October 30, 2025 forward, the account holder repeatedly demanded written disclosure and a written application prior to any modification or new account creation, and no such disclosure was ever provided.

Any subsequent telephone contact, provision of identification, or payment under protest and duress was expressly made without consent to new terms, without consent to novation, and without agreement to any new contractual or account relationship. Duke is therefore estopped from asserting that full, partial, or adequate disclosure was provided, or that any valid agreement was formed, where no such disclosure occurred.
(2) **Non-residential / misclassification**: Duke may not claim, represent, or bill this account as "residential," "resident," "occupant," or otherwise apply residential classifications or restrictions where such classification is disputed, unauthorized, and contrary to the facts and prior written notices.
(3) **No consent to AMI**: No consent to AMI: Duke may not claim express or implied consent to AMI ("smart") meter installation or AMI service at this premises, where longstanding non-consent has been repeatedly noticed and reflected in Duke's own records, and where, under Duke's Tariff Rule 6.400, such non-consent is appurtenant to and runs with the service location, not the individual account holder.
(4) **No tariff authority for forced opt-out / AMI fees**: Duke may not claim tariff authority to force "opt-out" as a condition to remove an unauthorized AMI meter, or to impose/retain AMI-related fees or charges where such authority has not been identified or produced after repeated demand.

(5) **Order cancellation was Duke's act**: Duke may not claim the exchange/removal order was canceled "at the customer's request," where Duke agents confirmed it was canceled internally by Consumer Affairs without authorization and thereafter communicated by a false text message.
(6) **Availability of non-AMI analog meters**: Duke is estopped from denying the availability of standard non-communicating analog meters, where Duke agents confirmed on February 2, 2026 that such meters are available and will be installed upon payment of the assessed fee. Any refusal, delay, or substitution with AMI equipment after such confirmation constitutes misrepresentation and bad faith.
(7) **Coercion and harm:** Duke may not deny that its conduct has been coercive and harmful, including service interruption practices and conditioning corrective action on payments demanded under protest and duress, after notice of health impacts.
(8) **Notice and contact restrictions:** Duke may not deny receipt and effect of repeated written notices restricting communications to U.S. Mail and revoking consent for calls/texts/emails (except limited field-tech scheduling), nor deny that continued violations of those restrictions constitute further noncompliance.
(9) **Admissions and prior records:** Duke may not disclaim, retract, or render "inapplicable" its prior admissions/representations and obligations documented in the record, including those made by Duke agents and in prior written notices.

All contact authority is revoked. Duke Energy may communicate only via written correspondence by U.S. Mail. No consent is granted for telephone calls, recordings, text messages, or emails. Field representatives are authorized solely to schedule and complete the ordered meter exchange. Otherwise, as instructed, you are ordered to remove the number from your records, or USE ONLY IN EXIGENT CIRCUMSTANCES RELATING TO HEALTH AND SAFETY! Confirm in writing which option you will abide by.

8. Demand for Proof of Disconnection Notice

Duke Energy is hereby demanded to produce proof of lawful written notice of service termination, including USPS postmark and delivery record. The January 21, 2026 letter was received February 4, 2026, after termination, and contains no verifiable mailing evidence. Failure to produce proof constitutes additional dishonor.

9. Reservation of Rights, Estoppel, and Contact Restrictions

All prior notices remain in full force. This notice is provided under protest, under duress, and with full reservation of all rights. No waiver is implied. Nothing in this correspondence shall be construed as hostile, belligerent, threatening, adversarial, or a waiver of any rights or remedies. This notice is issued in good faith for the sole purpose of enforcing service rights, documenting compliance, and directing corrective action. Any attempt to mischaracterize the tone or intent of this notice to evade, delay, or obstruct compliance constitutes bad faith and further non-compliance.

Respectfully,

All rights unalienable; without prejudice

Non-Negotiable

By: _____©
American/state national, non-resident, non-US citizen, non-person; Authorized Representative and Beneficiary for the Public Trust KAREN ROSE DECOLA/KAREN DECOLA KOSTANTIS

cc:
FPSC - Office of General Counsel, Adria L Harper, et al.

All Rights Reserved – Without Prejudice
SPECIAL – PRIORITY – CONFIDENTIAL

PRIVATE - SPECIAL
RESTRICTED – PRIORITY – CONFIDENTIAL
All Rights Strictly Retained and Unalienable

Karen DeCola Kostantis
In Care of: 3438 East Lake Road, Suite 14
Palm Harbor, Florida ZIP Exempt; Non-Domestic

Notice to Agent is Notice to Principal, Notice to Principal is Notice to Agent

CLARIFICATION: TENDER OF PAYMENT ACCOUNT

Date: 9 February 2026

VIA U.S. MAIL AND ELECTRONIC COPY

Duke Energy Florida, LLC / Duke Energy Corporation
Attention: Office of Consumer Affairs
c/o CT Corporation System (Registered Agent)
1200 South Pine Island Road, Suite 250
Plantation, Florida 33324

Consumer Affairs Agent(s), et al.,

Payment of $96.34 tendered under protest on February 6, 2026 (FL3169-2129-2) was applied to Account 9101 9211 5339. This account was created by Secured Party on October 30, 2025 under duress and without full disclosure of terms, conditions, or service requirements. No informed consent was provided.

On December 2, 2025, Duke Energy created a second account without authorization despite explicit verbal and written notice that no consent was granted, no waiver existed, and no novation was authorized. Duke has refused to disclose the tax identifier associated with this unauthorized second account.

Duke Energy is directed to apply the $96.34 payment to whichever account Duke determines appropriate for processing the smart meter removal and analog meter installation.

Smart meter removal and analog meter installation must be completed no later than February 9, 2026 as directed in the February 6, 2026 written order. Duke Energy's internal account administration is Duke's responsibility and does not require any further action, consent, or authorization from Secured Party.

All prior notices, demands, estoppels, fee schedule assessments, and reservations remain in full force and effect, including but not limited to all fees accruing at $200.00 per day since October 30, 2025.

Respectfully,

Without prejudice, without recourse,

By: Karen, Secured party

cc:
Office of Commission Clerk, Florida Public Service Commission

PRIVATE - SPECIAL
RESTRICTED – PRIORITY – CONFIDENTIAL
All Rights Strictly Retained. Without prejudice

Clarification: Tender of Payment - Smart Meter Removal by 2/9/26

From karendecolakostantistrust@proton.me <KarenDeColaKostantisTrust@proton.me>

To Consumer Affairs<ConsumerAffairs2@duke-energy.com>

Date Monday, February 9th, 2026 at 8:39 AM

Dear Duke Energy Consumer Affairs:

Please find attached correspondence regarding tender of payment for smart meter removal, to be applied to the appropriate account and completed by February 9, 2026, as previously noticed; See attached for clarification.

Respectfully,

Karen

Sent with Proton Mail secure email.

102.08 KB 1 file attached

9 February 2026_CLARIFICATION_TENDER OF PAYMENT.pdf 102.08 KB

10:23

140

57810

866.372.4663. Text STOP to cancel.

Fri, Jan 30 at 5:12 PM

Duke Energy: As you requested, we have cancelled Exchange Order at 4425 RUT**. Questions? Call 800.700.8744. Text STOP to cancel.

The sender is not in your contact list.

Report Junk

Text Message • SMS

10:34

140

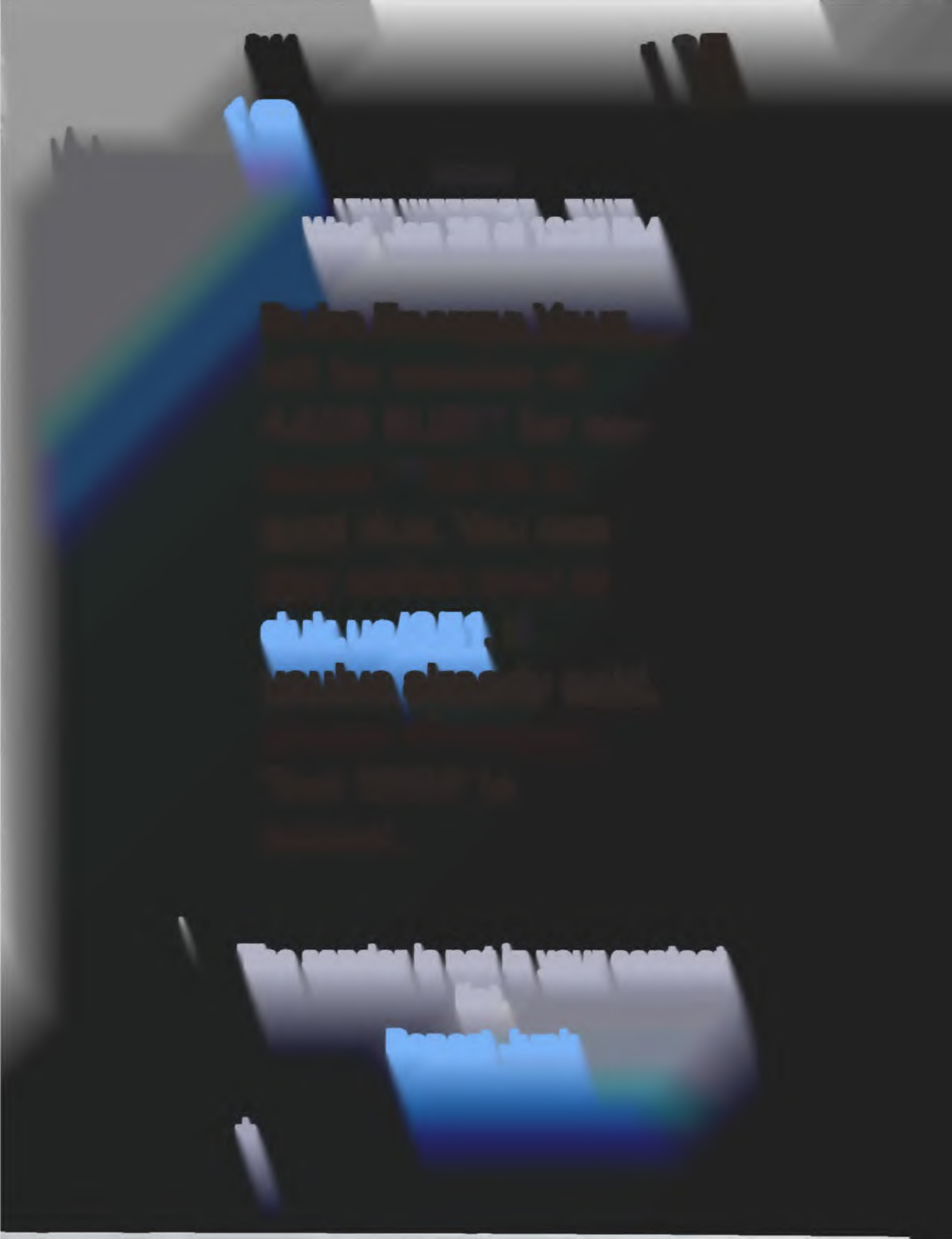
94561

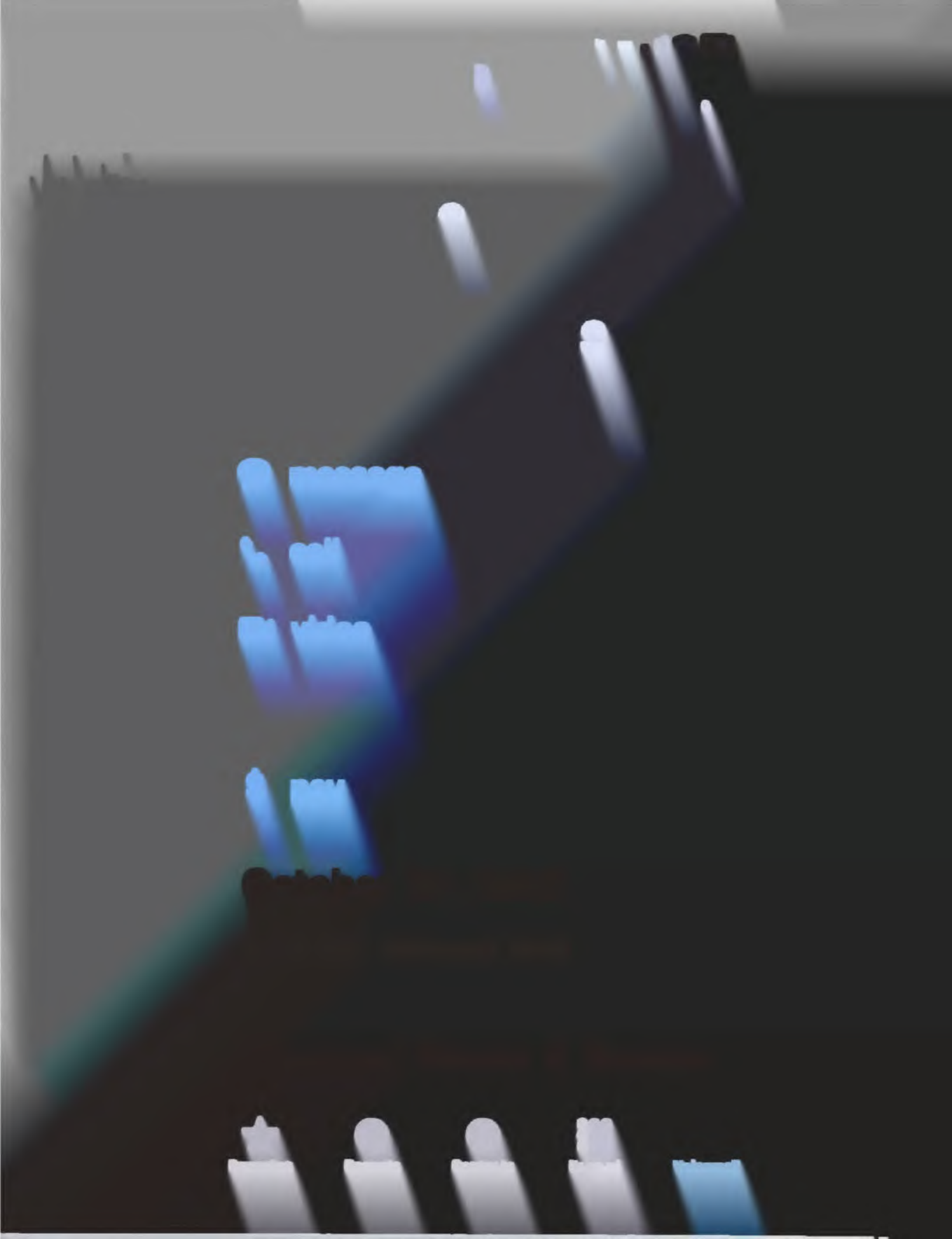
Thu, Feb 12 at 4:55 PM

Duke Energy Usage Alert: As of 2026-02-09 you have spent $96.06 for the account at 4425****. Your billing period ends 2026-02-23 and you are projected to spend $157.23. For more usage info, download our app at duk.us/277. Text STOP to cancel.

Text Message • SMS


As
we





Usage snapshot, Continued

[redacted]	[redacted]

Office details, Florida

[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

Office details, Texas

[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

Our residential rates as of January 2026

Residential Service (RS-1, RSL-1, RSL-2)

Customer charge	$14.27 per month
Energy charge	
First 1,000 kWh	13.443¢ per kWh
All kWh above 1,000	14.923¢ per kWh
Fuel charge	
First 1,000 kWh	4.127¢ per kWh
All kWh above 1,000	5.197¢ per kWh
Asset Securitization Charge	
All kWh	0.234¢ per kWh

Residential Service Time-of-Use (RST-1)

Customer charge	$14.27 per month*
Energy charge	
On-peak	15.767¢ per kWh
Off-peak	12.907¢ per kWh
Super-off-peak	9.693¢ per kWh
Fuel charge	
On-peak	5.037¢ per kWh
Off-peak	4.387¢ per kWh
Super-off-peak	4.055¢ per kWh
Asset Securitization Charge	
All kWh	0.234¢ per kWh

Lighting Service (LS-1)

This service is available from dusk to dawn with various automatically controlled light fixtures.

Fixture and maintenance charge depends upon fixture type

Customer charge (per line of billing)	
Metered	$5.45 per month
Unmetered	$1.92 per month
Energy charge	6.968¢ per kWh
Fuel charge	4.325¢ per kWh
Asset Securitization Charge	0.062¢ per kWh

Billing Adjustments (BA-1)

All the energy charges listed above include the following amounts for energy conservation (ECCR), environmental (ECRC), purchased power capacity (CCR), storm protection plan cost recovery clause (SPPCRC), and storm cost recovery surcharge (SCRS):

Residential – RS-1, RSL-1, RSL-2 and RST-1:	
ECCR	0.386¢ per kWh
ECRC	0.040¢ per kWh
CCR	0.133¢ per kWh
SPPCRC	0.936¢ per kWh
SCRS	3.240¢ per kWh
Lighting – LS-1:	
ECCR	0.152¢ per kWh
ECRC	0.031¢ per kWh
CCR	0.038¢ per kWh
SPPCRC	0.679¢ per kWh
SCRS	2.780¢ per kWh

If there is a discrepancy between the rates shown on this insert and the effective, commission-approved tariff, the rates in the tariff prevail in all instances.

©2025 Duke Energy Corporation 251840 11/25 31208-I-0738

Rates effective with January 2026 bills

Important information about changes to Duke Energy Florida's rates

As a regulated utility, the Florida Public Service Commission (FPSC) sets Duke Energy Florida's (DEF's) rates, and the company remains committed to providing reliable service to customers at the lowest price possible.

While base rates – generally associated with the costs of constructing, operating and maintaining the electrical system – were set through a three-year (2025-2027) agreement reached with customer advocacy groups in 2024, the FPSC recently approved DEF's annual rate adjustment, which includes fuel, capacity, energy conservation, storm protection plan and environmental compliance clause costs for 2026.

As a result of the now-approved 2026 rate adjustment and the 2024 agreement, from January through February 2026, DEF's rates are expected to increase approximately $7.54 for typical residential customers using 1,000 kilowatt-hours (kWh) of electricity when compared to December 2025. However, beginning in March 2026, those same customers' bills should reflect a $44.16 decrease when compared to February 2026. This reduction is largely due to the removal of the storm cost recovery charge associated with the company's response to hurricanes Debby, Helene and Milton.

These rates also include DEF's recovery of costs associated with bringing two solar energy sites online in December 2025, contributing to the company's goal to establish 12 new solar sites – and add 900 megawatts of clean energy to the electric grid – by 2028.

DEF continues to support customers by connecting them with available assistance and offering tools and programs – including flexible payment plans – to help manage their bills. Learn more at duke-energy.com/SeasonalSavings.

DUKE ENERGY.

Breakdown of the new January 2026 monthly bill statement

This bill belongs to a sample customer who uses 1,500 kWh of electricity each month.

Notice how we've presented the January 2026 residential rates so you can clearly see the costs for the first 1,000 kWh as compared to the costs per kWh above 1,000. To help you better understand the bill, we've provided the definitions below of the items included in most residential bills.

	RSL-1/2 091 Residential Load Management		
	BILLING PERIOD..01/01/26 TO 01/31/26 31 DAYS		
①	CUSTOMER CHARGE		$ 14.27
②	ENERGY CHARGE		
	FIRST 1000 KWH	1000 KWH @ 13.443¢	134.43
	ABOVE 1000 KWH	500 KWH @ 14.923¢	74.62
③	FUEL CHARGE		
	FIRST 1000 KWH	1000 KWH @ 4.127¢	41.27
	ABOVE 1000 KWH	500 KWH @ 5.197¢	25.99
④	ASSET SECURITIZATION CHARGE	1500 KWH @ 0.234¢	3.51
	TOTAL ELECTRIC COST		294.09
⑤	ENERGYWISE HOME (Load Management) CREDIT		11.50CR
⑥	GROSS RECEIPTS TAX & REGULATORY ASSESSMENT FEE		7.50
⑦	MUNICIPAL FRANCHISE FEE	6%	17.41
⑧	MUNICIPAL UTILITY TAX	10%	25.07
	TOTAL CURRENT BILL		332.57
	TOTAL DUE THIS STATEMENT		$ 332.57

SAMPLE

① **Customer charge:** A fixed monthly amount to cover the cost of providing service to your location. This charge is applicable whether or not electricity is used.

② **Energy charge:** All the costs, other than fuel, involved in producing and distributing electricity.

③ **Fuel charge:** This includes the actual cost of fuel used to produce electricity. The company's two largest fuel sources are natural gas and coal. Fuel costs are passed through from fuel suppliers to customers with no profit to the company. This charge is adjusted annually to reflect changes in the cost of fuel.

④ **Asset Securitization Charge:** The result of a bond issuance process put in place to lower the cost of the company's retired nuclear plant. This saves customers more than $800 million over the next 20 years – or approximately $2 per month per 1,000 kWh – compared to traditional cost recovery methods.

Note: Income-qualified customers may be eligible for a minimum bill modification. Customers who believe they may qualify should visit Duke Energy Florida's website for eligibility details.

⑤ **EnergyWise® Home program credit:** EnergyWise Home is a free program that offers qualified participants a credit of up to $141 a year depending on their monthly energy usage and the appliances enrolled in the program.

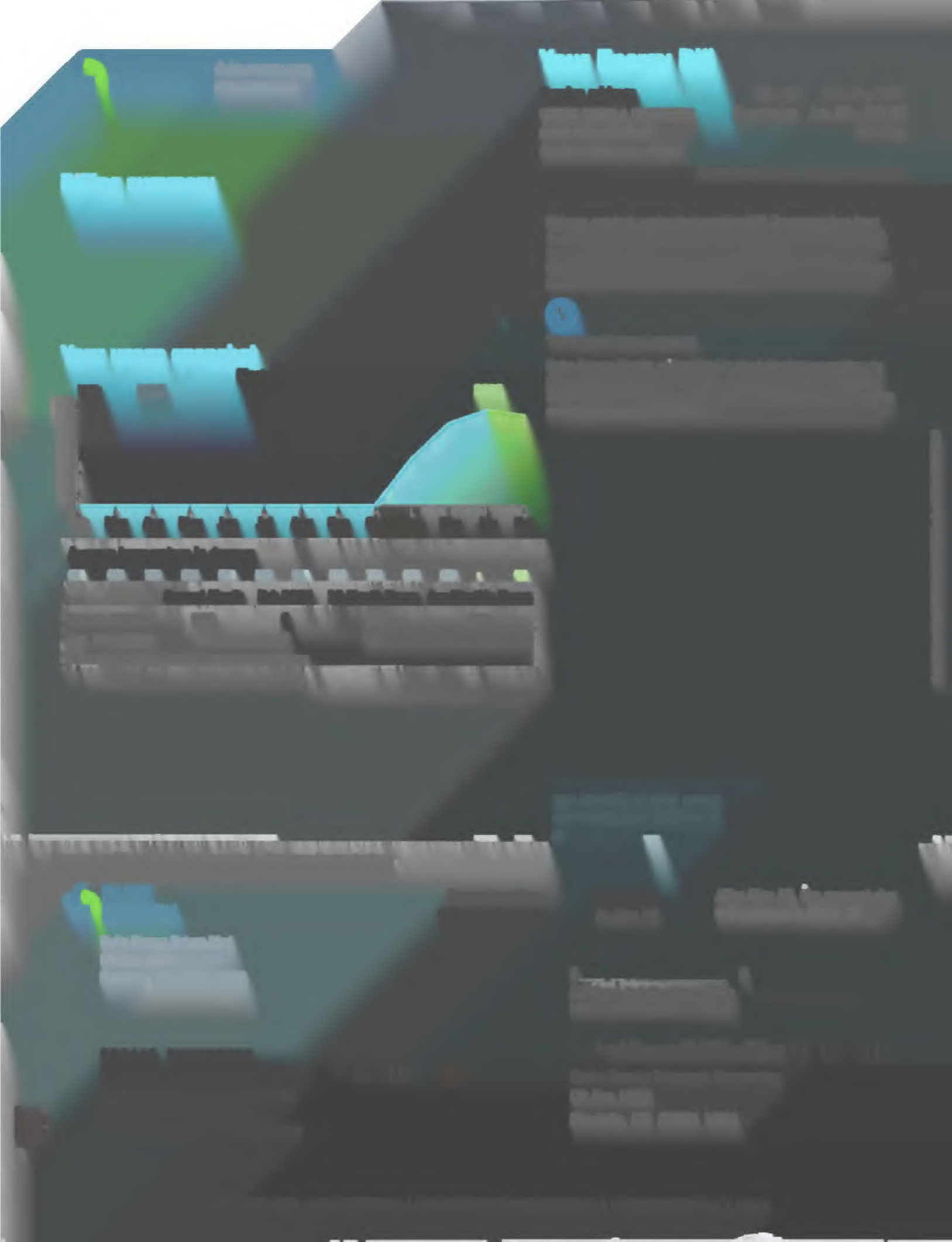
⑥ **Gross receipts tax & regulatory assessment fee:** Collected in accordance with Florida state statutes, this tax is assessed on all electric public utilities and paid directly to the state. Duke Energy Florida does not keep these tax monies.

⑦ **Franchise fee:** This is a fee that the company collects to compensate communities for using their rights of way. The entire fee is sent back to the local community. Duke Energy Florida does not keep any franchise fees. Fees vary by community.

⑧ **County/municipal utility tax:** In accordance with state law, a county/municipality may levy a tax on the purchase of electricity within that area. This tax is paid directly to your county/municipality. Duke Energy Florida does not keep any of these taxes.

For more information about Duke Energy rates, visit **duke-energy.com/rates.**

Save a stamp.
Switch to
Paperless
Billing



[illegible]

Your usage snapshot, Continued

[redacted]

Other details, Hawaii

[redacted]

Other details, Other Phones and Tablets

[redacted]

Other details, Texas

[redacted]

NOTICE OF RIGHTS, NON-ASSENT, REBUTTAL OF PRESUMPTIONS, AND DEMAND FOR PROOF OF AUTHORITY

Notice to Agent is Notice to Principal, Notice to Principal is Notice to Agent

SERVICE AND TIMELINESS OF NOTICE

This Notice and the attached Affidavit are being served contemporaneously by electronic mail and U.S. mail. Electronic transmission shall constitute receipt for purposes of notice and response. Respondent is afforded three (3) calendar days from receipt of this Notice and Affidavit by electronic transmission to provide a full rebuttal supported by affidavit-level testimony from a witness with personal firsthand knowledge.

This response period is reasonable and necessary due to the pending Florida Public Service Commission complaint, for which Duke Energy Florida's response is due January 14, 2026, and due to the existence of ongoing and irreparable injury, including medical harm, improper service reclassification, coercive billing practices, and threatened interruption of essential utility service.

FAILURE TO REBUT

Any failure to timely respond with competent affidavit-level evidence from a witness with personal firsthand knowledge shall constitute a failure to rebut the facts stated herein and shall be deemed agreement, for administrative, evidentiary, and estoppel purposes, to immediate removal of the smart meter at Duke Energy Florida's expense and replacement to analog or approved equivalent, restoration of proper General Service classification, and correction of disputed billing.

RETURN OF BILLING STATEMENT FOR CORRECTION

The billing statement dated Dec 29, 2025 for service Nov 23 – Dec 23 (31 days) in amount $833.78, marked due by Jan 20, is hereby returned without dishonor for correction, as it is disputed in its entirety. This statement appears to include charges arising from unauthorized service reclassification, improper account handling, and/or deposit-related amounts, none of which were disclosed or provided at service establishment, none of which were consented to, and none of which were timely supported by full and complete tariff disclosure as repeatedly requested, thereby vitiating whole and material disclosure. This return is made concurrently with this Notice and Affidavit for lawful correction and validation. No refusal of lawful obligation is intended.

NOTICE OF RIGHTS, NON-ASSENT, REBUTTAL OF PRESUMPTIONS, DEMAND FOR PROOF

I, Karen DeCola Kostantis, provide this Notice to place all parties on actual notice of my position, to prevent implied waiver, to rebut unsupported presumptions, and to require strict proof of authority for any assertion of obligation, status, or jurisdiction directed toward me, account holder and/or service location, and for any unilateral creation of a new account, reclassification of service, alteration of service terms, and/or installation or operation of equipment by Duke Energy Florida, LLC undertaken without expressed written consent, per notice and demand.

This Notice is issued in good faith and without intent to evade any lawful obligation that has been properly established, but solely to require that any claimed authority be proven and exercised only upon full and material disclosure, competent evidence, lawful and equal consideration where contractual obligations or agreement terms for service are alleged and express consent where required, with due process of law.

At all relevant times, electric service at the subject location was established on 30 October 2025 (after providing notice and demand for all terms/conditions for service) to be provided by Duke Energy Florida under a General Service classification, consistent with Duke Energy Florida's tariff provisions defining General Service as applicable to electric service not qualifying as Residential Service and determined by the nature of the service, metering, and account configuration. The account was created using a trust name and a valid Internal Revenue Service 98-6 Employer Identification Number, and was not established as Residential Service, which under Duke Energy Florida's tariff applies to service supplied to premises used exclusively for

individual residential dwelling purposes. I did not request, apply for, or consent to Residential Service, nor did I consent to any reclassification, novation, or termination of the existing General Service arrangement.

Under Duke Energy Florida's tariff structure, service classification is determined at the time service is established based upon tariff definitions and remains in effect unless lawfully changed in accordance with tariff requirements. Duke Energy Florida's subsequent unilateral actions to invalidate, recreate, or relabel the account do not negate the original service classification that Duke itself applied, nor do they create or imply consent where none was given. Internal administrative reprocessing, account recreation, or reassignment does not constitute a lawful basis under the tariff to retroactively convert an existing General Service account to Residential Service.

Any assertion that General Service is unavailable, "closed," discretionary, or subject to committee determination does not authorize unilateral reclassification of an existing service established under General Service pursuant to Duke Energy Florida's tariff. The tariff does not confer authority upon any committee, panel, analyst, or administrative body to retroactively validate an unauthorized account recreation or service reclassification, or to substitute discretionary review for express customer consent and compliance with tariff requirements. Any deviation from General Service absent my express written consent is unauthorized, unsupported by tariff authority, and expressly disputed. Duke Energy Florida's tariff does not authorize the unilateral termination or reclassification of an existing General Service account by internal account recreation, committee review, or administrative relabeling.

I. RESERVATION AND RETENTION OF RIGHTS

I expressly reserve, retain, and stand upon all rights secured by:

- natural right, equity, and the common law;
- the Constitution;
- lawfully enacted positive law, including statutes at large, to the extent properly applicable and proven;
- applicable commercial law, including but not limited to the Uniform Commercial Code, where and only where invoked by an asserting party.

No action, inaction, silence, signature, autograph, use of an identifier, correspondence, appearance, or compliance under necessity shall be construed as:

- a waiver of rights,
- an admission or concession of jurisdiction,
- an agreement to any obligation,
- or acceptance of any benefit or privilege.

Any waiver must be knowing, voluntary, express, informed, and supported by full disclosure and lawful consideration with written autograph. No implied, presumed, or constructive waiver is recognized.

II. NON-ASSENT AND NON-ASSUMPTION

I do **not knowingly or voluntarily assume** any obligation, duty, liability, or burden unless **all** of the following elements are present and proven:

1. **Clear lawful authority**, properly enacted and applicable - presented in writing;
2. **Full, complete, whole, and written material disclosure** of all facts, terms, conditions, elements of contractual or other agreement, tariff, consequences, and effects;
3. **Lawful consideration**, exchanged knowingly and equally, if a contractual obligation or service is alleged;
4. **Express, informed consent**, given without coercion, deception, presumption, omission, or misrepresentation; Written application is required and must be provided.
5. **Due process**, including notice and a meaningful opportunity to respond or resolve.

Absent the above five elements, no obligation is accepted or acknowledged.

III. REBUTTAL OF STATUS AND JURISDICTIONAL PRESUMPTIONS

Any presumption that I:

- occupy or function within a particular legal, statutory, commercial, representative, fiduciary, licensed, regulated, or administrative status;
- have consented to jurisdiction by silence, use of a name, registration, possession of documents, or administrative classification;
- have accepted benefits or privileges in exchange for rights;
- have agreed to undisclosed terms, policies, tariffs, charters, or internal rules;
- have entered obligations by assumption, implication, or presumption;

is **expressly rebutted.** No status, obligation, or jurisdiction may be imposed by **assumption, presumption, implication, registration, administrative convenience, internal policy, or undisclosed agreement**. Strict proof is required.

IV. RIGHTS NOT PRIVILEGES

I do **not** consent to the conversion of inherent, natural, or constitutional rights into revocable privileges. No benefit, license, registration, or administrative process shall be construed as:

- a surrender of rights,
- an election of inferior status,
- or a condition precedent to the exercise of rights.

Compliance under necessity shall not be deemed acceptance of benefits or waiver of rights.

V. IDENTIFIERS

The use of a name, identifier, number, or record reference is solely for identification and record-matching purposes. Such use shall **not** be construed as assent to jurisdiction, agreement to terms, acceptance or alteration of status, or consent to any obligation absent **express written consent**.

Identifiers identify; they do not bind. Access to or use of social security number is unauthorized.

VI. DEMAND FOR PROOF OF AUTHORITY

For any demand, enforcement action, assessment, or assertion of obligation directed toward me, I require disclosure of:

1. The **specific law or authority** relied upon;
2. The **jurisdictional facts** establishing applicability;
3. The **procedural authority** governing the action;
4. **Competent evidence** based on personal knowledge, not presumption;
5. The **process afforded**, including written application, notice and opportunity to respond or resolve.

Please identify the statutory authority under which you assert the power to compel the creation of a new account against my express non-consent; to reclassify service from General Service to Residential and impose a deposit; to enter the property and replace an analog meter with a smart meter absent consent and against account history of non-consent; and to disregard or negate licensed medical certification, including but not limited to the jurisdictional predicates and procedural requirements for each such action.

Duke Energy Florida has been placed on notice repeatedly and over an extended period of time of the lack of consent, the documented medical harm, and the resulting impact upon an elderly customer within a

recognized vulnerable and protected class. Continued reliance upon or maintenance of these actions despite repeated notice constitutes intentional and unauthorized conduct taken without consent or lawful authority and results in ongoing and compounding adverse health impacts giving rise to continuing tort injury. Any presumption or assertion of non-compliance on my part, any deviation from General Service, or any characterization of service as Residential or otherwise absent my express written consent, is false, unauthorized, and hereby expressly rebutted. No committee, panel, or administrative body has authority to recharacterize unauthorized actions as discretionary determinations or to manufacture consent where none exists.

VII. RECORDS AND CHARACTERIZATIONS

Any record or characterization that:

- implies consent where none was given,
- assumes status without proof,
- converts rights into privileges,
- or relies on presumption,

is disputed and must be corrected upon notice and kept firmly on file in your administrative records along with the attached Affidavit. Maintenance of known inaccuracies after notice **shall constitute** bad faith and denial of due process.

VIII. CONTINUING NOTICE

This Notice applies to all past, present, and future matters, including applications, contracts, instruments, agreements, registrations, interactions, and claims, unless expressly withdrawn in writing. Any alleged obligation outside the terms stated herein must be **express, fully and completely disclosed, supported by lawful and equal consideration, and authorized by my express autograph**.

This Notice shall not be construed as obstruction or refusal of any duty lawfully established and proven by competent authority with lawful proof. All rights reserved. No waiver of rights, remedies, or defenses is intended or implied.

REGARDS,

KAREN DECOLA KOSTANTIS

9 January 2026

Respectfully submitted,
All Rights Retained and Unalienable; Without prejudice

By: Karen _____ ©

Karen DeCola Kostantis
karendecolakostantistrust@proton.me
(727) 415-9720

Mailing Location:
c/o 3438 East Lake Road, Suite 14
Palm Harbor, Florida 34685

Service Location:
4425 Rutledge Drive
Palm Harbor, Florida

cc:
US Attorney's Office – Middle District of Florida
Tampa Office Headquarters
400 North Tampa Street, Suite 3200
Tampa, Florida 33602

FPSC Office of Inspector General
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

AFFIDAVIT OF FACT
NON-CONSENT, UNAUTHORIZED SERVICE RECLASSIFICATION, TARIFF AND REGULATORY VIOLATIONS, AND CONTINUING TORT INJURY

I, Karen DeCola Kostantis, hereinafter "Affiant", being of full age and competent to testify, and having personal firsthand knowledge of the matters stated herein, declare under penalty of perjury under the laws of the United States of America that the following statements are true and correct to the best of my knowledge:

PRELIMINARY STATEMENT AND CONSTRUCTION

Any reference herein to Florida Public Service Commission ("FPSC") rules, statutes, or Duke Energy Florida, LLC ("Duke Energy") tariff provisions is made **solely to identify and enforce the limits placed upon Duke Energy and the FPSC as regulated governmental or corporate actors**. Such references are **not asserted, adopted, or relied upon as evidence of voluntary statutory election, contractual assent, agreement, waiver of rights or submission to jurisdiction by the Affiant,** and Affiant grants no consent outside that authority.

Duke Energy is a regulated monopoly utility whose authority to require identification, establish service, classify service, impose deposits, disconnect service, install metering equipment, and enter property exists **only to the extent expressly authorized and constrained** by FPSC rules and Duke Energy's filed tariffs. Any action taken outside those constraints requires express regulatory authority, which has not been identified or produced to Affiant despite repeated demand.

I. ORIGINAL SERVICE, FPSC PROTECTION, AND WRONGFUL SHUTOFF
(Violation: FPSC Disconnection Rules; Complaint-Pending Protections)

1. Prior to **October 29, 2025**, electric service existed at the subject location under Duke Energy account number **9100 7320 1269**.
2. On or about **October 29, 2025**, Affiant filed a complaint with the FPSC and was expressly informed that service was **protected** pending review under FPSC complaint number **14888824E**.
3. Despite this representation of protection, **Duke Energy disconnected electric service on October 29, 2025**, the same day protection was confirmed.
4. FPSC rules governing **discontinuance of service** restrict disconnection where a complaint is pending and require compliance with due-process safeguards. Disconnecting service under these circumstances occurred despite pending FPSC complaint protection, and no FPSC rule or tariff provision authorizing such disconnection was identified or produced to Affiant.

II. ESTABLISHMENT OF NEW SERVICE UNDER TRUST EIN (GENERAL SERVICE)
(Compliance with ID Rules; No SSN Requirement; Tariff Classification)

5. On or about **October 30, 2025**, new service was established using:
   - the name **KAREN DECOLA KOSTANTIS**, corresponding to a **trust name**, and
   - a valid **IRS-issued 98-6 Employer Identification Number (EIN)**.
6. No Social Security number was consented to, required, or used at service establishment.
7. No FPSC rule mandating the use of a Social Security number where a valid alternative federal identifier is provided has been identified or produced to Affiant.
8. Duke Energy's establishment of new service **account 9101 9211 5339**, acceptance of a trust name and EIN was accepted by Duke Energy for purposes of establishing service, and no FPSC rule or tariff provision prohibiting service establishment in the name of a trust or using an IRS-issued EIN was identified or produced to Affiant at that time or thereafter.
9. Service was established and treated as **General Service**, in harmony with my non-consent for residential service, consistent with Duke Energy Florida's filed tariffs defining:

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

50. The ongoing maintenance of the smart meter and unauthorized reclassification constitutes a continuing tort, with daily compounding adverse health impacts and injury.
51. If Duke fails to cure, Affiant will seek judicial relief, including injunctive relief, without further notice and Duke agrees to attorney's fees and costs incurred to obtain relief, not Affiant, due to Duke Energy's continued maintenance of unauthorized conditions after repeated notice. Duke Energy is on notice that fees of 250.00 lawful USD per day continue to compound pursuant to prior estoppel, fee schedule and invoice.

CERTIFICATION & VERIFICATION

I, Karen DeCola Kostantis, am of lawful age and sound mind, am competent to testify, and have personal firsthand knowledge of the facts stated herein. Any statutory provisions referenced herein are cited solely as limitations upon the authority of governmental or corporate actors and are not asserted, adopted, or relied upon as evidence of voluntary statutory election, contractual assent, or waiver of rights by the Affiant.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my firsthand knowledge and belief.

Executed on this 9th day of January, 2026.

REGARDS,

KAREN DECOLA KOSTANTIS

All rights of the affiant are hereby reserved and retained, without waiver or prejudice

Karen DeCola Kostantis

By: _____

In care of: 3438 East Lake Road, Suite 14
Palm Harbor, Florida 34685

Use of a notary on this document does not constitute any adhesion nor alter Affiant's Neutral standing in original Common Law Jurisdiction. The purpose of the notary is verification and identification only and not entrance into any foreign jurisdiction.

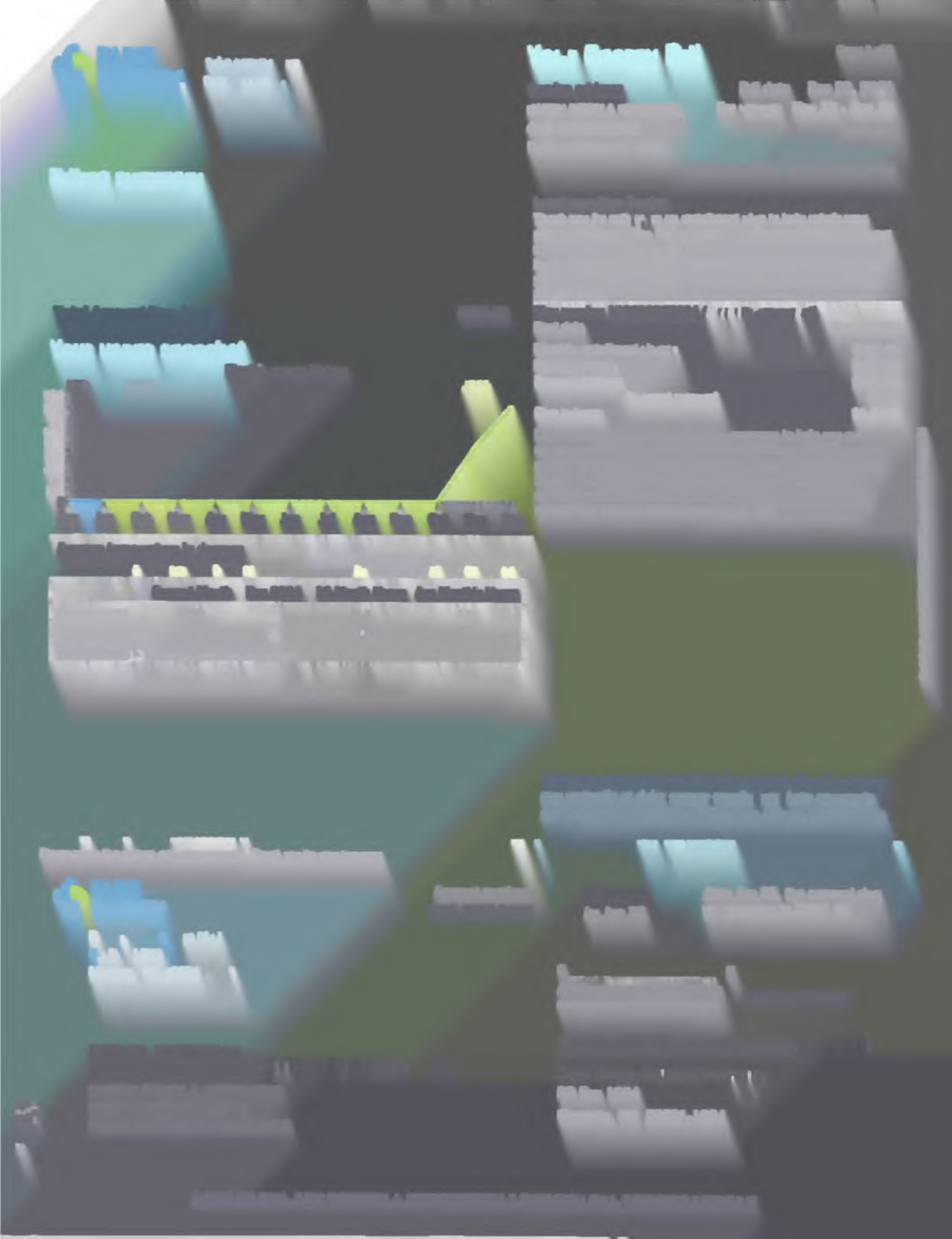
Jurat

Florida state)
Pinellas county) ss:

Subscribed and sworn to (or affirmed/declared) before me on this 9th day of January, 2026, by Karen Decola Kostantis, proved to me on the basis of satisfactory evidence to be the woman or person who appears before me.

_____
Signature of Notary Public

SEAN G. SOMERS
Notary Public, State of Florida
Commission# HH 502404
My comm. expires May 9, 2028



Breakdown of the new January 2026 monthly bill statement

This bill belongs to a sample customer who uses 1,500 kWh of electricity each month.

Notice how we've presented the January 2026 residential rates so you can clearly see the costs for the first 1,000 kWh as compared to the costs per kWh above 1,000. To help you better understand the bill, we've provided the definitions below of the items included in most residential bills.

	RSL-1/2 091 Residential Load Management		
	BILLING PERIOD..01/01/26 TO 01/31/26 31 DAYS		
①	CUSTOMER CHARGE		$ 14.27
②	ENERGY CHARGE		
	FIRST 1000 KWH	1000 KWH @ 13.443¢	134.43
	ABOVE 1000 KWH	500 KWH @ 14.923¢	74.62
③	FUEL CHARGE		
	FIRST 1000 KWH	1000 KWH @ 4.127¢	41.27
	ABOVE 1000 KWH	500 KWH @ 5.197¢	25.99
④	ASSET SECURITIZATION CHARGE	1500 KWH @ 0.234¢	3.51
	TOTAL ELECTRIC COST		294.09
⑤	ENERGYWISE HOME (Load Management) CREDIT		11.50CR
⑥	GROSS RECEIPTS TAX & REGULATORY ASSESSMENT FEE		7.50
⑦	MUNICIPAL FRANCHISE FEE	6%	17.41
⑧	MUNICIPAL UTILITY TAX	10%	25.07
	TOTAL CURRENT BILL		332.57
	TOTAL DUE THIS STATEMENT		$ 332.57

SAMPLE

① **Customer charge:** A fixed monthly amount to cover the cost of providing service to your location. This charge is applicable whether or not electricity is used.

② **Energy charge:** All the costs, other than fuel, involved in producing and distributing electricity.

③ **Fuel charge:** This includes the actual cost of fuel used to produce electricity. The company's two largest fuel sources are natural gas and coal. Fuel costs are passed through from fuel suppliers to customers with no profit to the company. This charge is adjusted annually to reflect changes in the cost of fuel.

④ **Asset Securitization Charge:** The result of a bond issuance process put in place to lower the cost of the company's retired nuclear plant. This saves customers more than $800 million over the next 20 years – or approximately $2 per month per 1,000 kWh – compared to traditional cost recovery methods.

Note: Income-qualified customers may be eligible for a minimum bill modification. Customers who believe they may qualify should visit Duke Energy Florida's website for eligibility details.

⑤ **EnergyWise® Home program credit:** EnergyWise Home is a free program that offers qualified participants a credit of up to $141 a year depending on their monthly energy usage and the appliances enrolled in the program.

⑥ **Gross receipts tax & regulatory assessment fee:** Collected in accordance with Florida state statutes, this tax is assessed on all electric public utilities and paid directly to the state. Duke Energy Florida does not keep these tax monies.

⑦ **Franchise fee:** This is a fee that the company collects to compensate communities for using their rights of way. The entire fee is sent back to the local community. Duke Energy Florida does not keep any franchise fees. Fees vary by community.

⑧ **County/municipal utility tax:** In accordance with state law, a county/municipality may levy a tax on the purchase of electricity within that area. This tax is paid directly to your county/municipality. Duke Energy Florida does not keep any of these taxes.

For more information about Duke Energy rates, visit **duke-energy.com/rates.**

Our residential rates as of January 2026

Residential Service (RS-1, RSL-1, RSL-2)

Customer charge	$14.27 per month
Energy charge	
First 1,000 kWh	13.443¢ per kWh
All kWh above 1,000	14.923¢ per kWh
Fuel charge	
First 1,000 kWh	4.127¢ per kWh
All kWh above 1,000	5.197¢ per kWh
Asset Securitization Charge	
All kWh	0.234¢ per kWh

Residential Service Time-of-Use (RST-1)

Customer charge	$14.27 per month*
Energy charge	
On-peak	15.767¢ per kWh
Off-peak	12.907¢ per kWh
Super-off-peak	9.693¢ per kWh
Fuel charge	
On-peak	5.037¢ per kWh
Off-peak	4.387¢ per kWh
Super-off-peak	4.055¢ per kWh
Asset Securitization Charge	
All kWh	0.234¢ per kWh

Lighting Service (LS-1)

This service is available from dusk to dawn with various automatically controlled light fixtures.

Fixture and maintenance charge depends upon fixture type

Customer charge (per line of billing)	
Metered	$5.45 per month
Unmetered	$1.92 per month
Energy charge	6.968¢ per kWh
Fuel charge	4.325¢ per kWh
Asset Securitization Charge	0.062¢ per kWh

Billing Adjustments (BA-1)

All the energy charges listed above include the following amounts for energy conservation (ECCR), environmental (ECRC), purchased power capacity (CCR), storm protection plan cost recovery clause (SPPCRC), and storm cost recovery surcharge (SCRS):

Residential – RS-1, RSL-1, RSL-2 and RST-1:	
ECCR	0.386¢ per kWh
ECRC	0.040¢ per kWh
CCR	0.133¢ per kWh
SPPCRC	0.936¢ per kWh
SCRS	3.240¢ per kWh
Lighting – LS-1:	
ECCR	0.152¢ per kWh
ECRC	0.031¢ per kWh
CCR	0.038¢ per kWh
SPPCRC	0.679¢ per kWh
SCRS	2.780¢ per kWh

If there is a discrepancy between the rates shown on this insert and the effective, commission-approved tariff, the rates in the tariff prevail in all instances.

©2025 Duke Energy Corporation 251840 11/25 31208-I-0738

Rates effective with January 2026 bills

Important information about changes to Duke Energy Florida's rates

As a regulated utility, the Florida Public Service Commission (FPSC) sets Duke Energy Florida's (DEF's) rates, and the company remains committed to providing reliable service to customers at the lowest price possible.

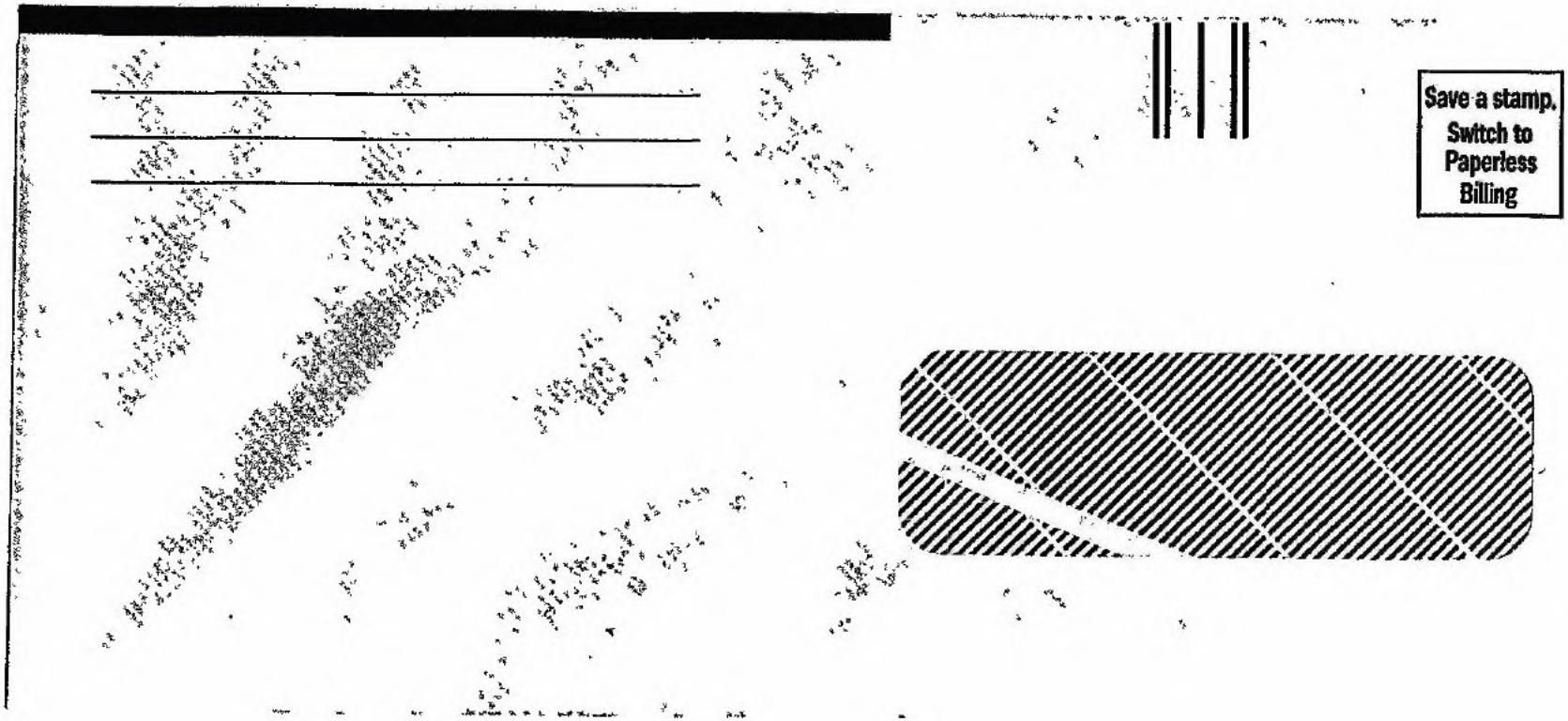
While base rates – generally associated with the costs of constructing, operating and maintaining the electrical system – were set through a three-year (2025-2027) agreement reached with customer advocacy groups in 2024, the FPSC recently approved DEF's annual rate adjustment, which includes fuel, capacity, energy conservation, storm protection plan and environmental compliance clause costs for 2026.

As a result of the now-approved 2026 rate adjustment and the 2024 agreement, from January through February 2026, DEF's rates are expected to increase approximately $7.54 for typical residential customers using 1,000 kilowatt-hours (kWh) of electricity when compared to December 2025. However, beginning in March 2026, those same customers' bills should reflect a $44.16 decrease when compared to February 2026. This reduction is largely due to the removal of the storm cost recovery charge associated with the company's response to hurricanes Debby, Helene and Milton.

These rates also include DEF's recovery of costs associated with bringing two solar energy sites online in December 2025, contributing to the company's goal to establish 12 new solar sites – and add 900 megawatts of clean energy to the electric grid – by 2028.

DEF continues to support customers by connecting them with available assistance and offering tools and programs – including flexible payment plans – to help manage their bills. Learn more at duke-energy.com/SeasonalSavings.

DUKE ENERGY.


Save a stamp.
Switch to
Paperless
Billing

Kester S.
39 Road
Plum
da

DI[redacted]EY FLORIDA, LLC
C/[redacted] CORPORATION SYSTEM
1200 South Pine Island Road
Plantation, FL 33324
DA[redacted] BUCKSKAME
[redacted] Jen Pleasant et al
1540 Shumard Oak Boulevard
Tallahassee, FL 32399
Attorney Office [redacted] District Florida
Criminal [redacted] Headquarters
[redacted] North Tampa Street Suite
Tampa [redacted] 33602
FPSC Office [redacted] Inspector General
1540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

TE
PO
I

2025 NOV 4 Notice and USPS proof_exhibits with delivery.pdf 2.72 MB

11:12 51%

78593

Navigate up | Block number

Monday, January 12

21011226073615476050

You will now receive msgs from FirstPoint Collection, a Debt Collector about your account with Duke Energy; Please click the attached letter for info regarding your debt. # of msgs vary, Msg&DataRatesMayApply, For Info: https://fppay.cc/4TxsW6. Last four digits of your account number: 1269; or call

View all

MMS
2:36 PM

Monday, January 19

FirstPoint Collection a Debt Collector; You recently rcvd a letter from us. Please call us at (877)412-4704 at your earliest convenience re: Account ending in last 4 digits: 1269. Reply STOP to optout;

5:40 PM

Wednesday, February 25

FirstPoint Collection, a Debt Collector: We have an acct of yours in our office with Duke Energy. Last four digits of your account number: 1269; Please call (877)412-4704 to discuss resolving your account or visit our portal at https://fppay.cc/4TxsW6. Reply STOP to optout;

12:42 PM

11:12 51%

78593

You will now receive msgs from FirstPoint Collection, a Debt Collector about your account with Duke Energy; Please click the attached letter for info regarding your debt. # of msgs vary, Msg&DataRatesMayApply. For info: https://fppay.cc/4TxsW6. Last four digits of your account number: 1269; or call

View all

MMS
2:36 PM

Monday, January 19

FirstPoint Collection a Debt Collector; You recently rcvd a letter from us. Please call us at (877)412-4704 at your earliest convenience re: Account ending in last 4 digits: 1269. Reply STOP to optout;

5:40 PM

Wednesday, February 25

FirstPoint Collection, a Debt Collector: We have an acct of yours in our office with Duke Energy. Last four digits of your account number: 1269; Please call (877)412-4704 to discuss resolving your account or visit our portal at https://fppay.cc/4TxsW6. Reply STOP to optout;

12:42 PM

Wednesday, March 4

FirstPoint Resources, a Debt Collector: We have not received a payment from you. https://fppay.cc/4TxsW6 to pay or call (877)412-4704. Reply STOP to optout

12:39 PM

Exhibit 18

Sincerely,
Salote

DEF
Senior Consumer Affairs Specialist
727.523.4530"

01/21/2026 A letter was sent to the customer. eplendl

January 21, 2026

* Note: I never received this letter, Sent in batch from Commissioner office.

Ms. Karen D. Kostantis
3438 E Lake Road, Suite 14
Palm Harbor FL 34685

RE: FPSC Inquiry 1491428E
4425 Rutledge Drive, Palm Harbor, FL 34685

Dear Ms. Kostantis:

This is in response to your inquiry with the Florida Public Service Commission (PSC) regarding Duke Energy Florida (DEF).

In previous FPSC Inquiry 1488824E, DEF confirmed that your mother, Ms. Rita DeCola, the previous accountholder passed away on July 25, 2025. DEF does not permit accounts to remain open in a deceased person's name, nor does the company allow an account to be set up in the name of a trust or estate. The company requires accounts to be set up in the name of a living person. On October 30, 2025, DEF received your request for electric service at 4425 Rutledge Drive, Palm Harbor, Florida. The company established account number 910192115339 with the rate classification for residential service (RS-1); and placed the service order on hold because DEF could not validate your identification number. In error, the company initiated electric service the same day, despite the account being placed on hold.

No Consent!! See 1242 Recorded Call Exh. #3

On December 2, 2025, the company's credit department contacted you to request valid identification. The same day, DEF received your passport copy, validated your passport, closed account number 910192115339, and established account number 910193682470 with the rate classification for residential service (RS-1).

You requested information on the rate classifications for Residential Service-1 (RS-1) and General Service. According to DEF's tariff, Sheet No. 6.120, Residential Service (RS-1) is available "to residential customers taking service exclusively for domestic purposes in a single dwelling house,

a mobile home, or individually metered single apartment unit or other unit having housekeeping facilities, occupied by one family or household as a residence. The premises of such single dwelling may include an additional apartment with separate housekeeping facilities, as well as a garage, a boat slip, and other separate structures where they are occupied or used solely by the members or servants of such family or household for domestic purposes only. Also, for energy used in commonly-owned facilities in condominium and cooperative apartment buildings subject to the following criteria:

1. 100% of the energy is used exclusively for the co-owner's benefit.
2. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
3. Each point of delivery is separately metered and billed.
4. A responsible legal entity is established as the customer to whom the Company can render its bill(s) for said service."

Duke's own letter quotes the RS-1 criteria that my trust entity does not satisfy. Duke classified a legal entity acct under a natural person rate schedule using criteria its own letter quotes,

DEF's tariff, Sheet No. 6.150, General Service - Non-Demand (GS-1) is available to "any customer, other than residential, for light and power purposes for which no other rate schedule is specifically applicable." However, this rate schedule has been closed to new customers as of January 1, 2022. Neither the former account on hold, nor the active account were established with General Service as a rate classification. Your active account is not eligible for the General Service rate classification. I have enclosed copies of the tariff sheets for your records.

Meter Removal Admission

You also expressed concern that you never requested a smart meter. DEF has no record of receiving your request for an Opt-Out, Non-Standard, meter. You indicated a smart meter exacerbates a medical condition. DEF reported that account number 910192115339 established on October 30, 2025 was placed on hold due to the identification number validation request mentioned above. Since no customer was paying for the previously-installed Opt-Out, Non-Standard, non-communicating digital meter, DEF issued an order on November 18, 2025 to remove the Opt-Out meter and replace it with a smart meter. On November 19, 2025, DEF removed Opt-Out meter number meter number 7237967 and installed smart meter number 362288816.

On December 11, 2025, a DEF Revenue Assurance Specialist spoke with you and received your request for an Opt-Out, Non-Standard meter. The specialist advised a Customer Care Specialist would contact you regarding the request for an Opt-Out, Non-Standard meter. According to DEF, two calls were placed to review the Non-Standard tariff, but received no answer.

Wrong Issue! This address payment extension, not physician-certified EMF harm from meter!

Medically essential service relates to a limited extension of time prior to a service interruption for nonpayment. Medically essential service does not relate to the meter serving a customer's residence, nor provide any exception to the Opt-Out, Non-Standard meter tariff. I have enclosed DEF's tariff, Sheet No. 4.100, which explains the parameters for medically essential service. Should you wish to apply for the medically essential program, you may contact DEF Customer Service at 1-800-700-8744, or complete the medically essential request on DEF's website by

copy of the F.A.C. rules for your review.

DEF's tariff, Sheet No. 4.070, indicates "In order to guarantee payment for service rendered, the Customer shall provide the Company with a cash deposit or other acceptable guarantee such as a surety bond, letter of credit, or guarantee letter. For residential customers, the guarantor must be a customer of the Company with a satisfactory payment record. For non-residential customers, the guarantor needs not be a customer of the Company, but must be a bank, or insurance company, or other institution with proven financial capability to furnish such a guarantee. Deposits for existing accounts and new service requests will be calculated in the manner set forth in section 366.05(1)(c)1. & 2., Florida Statutes (2015) (as may be amended from time to time), respectively. Deposits will be recalculated at least on an annual basis. A deposit requirement may be waived for customers who have previously established a satisfactory payment record with the Company (including its affiliated regulated utilities) or meet the Company's requirements for the establishment of credit." I have also enclosed a copy of the company's tariff for your review.

DEF billed an initial deposit of $570.00 to your account on December 2, 2025. The deposit appeared on the December 29, 2025 bill. Payment is due for the current charges and deposit by January 20, 2026.

You also indicated you received no contract from DEF. The company does not require a contract for residential electric service. According to the company, a prospective residential customer needs to apply for service, validate their identity as determined by DEF, and pay a deposit for new service, if required.

I have enclosed a copy of DEF's report for your records. You may contact Ms. Salote van Deutekom, DEF Senior Consumer Affairs Specialist, at 727-523-4530, regarding further billing concerns.

Incorrect!

It appears that the company has not violated Florida Administrative Code Rules or its tariff.

If you have any questions or concerns please contact me by February 6, 2026; otherwise, we will consider the matter resolved. You may reach me at 1-800-342-3552 or by fax at 1-800-511-0809.

Sincerely,

Ellen Plendl
Regulatory Analyst IV
Office of Consumer Assistance

Enclosures

01/23/2026 Customer correspondence received via email, was added to file, and forwarded to EPLENDL. SR

01/23/2026 Reviewed correspondence in which Ms. Costantis continues to remain dissatisfied about the smart meter installation without her request or authorization, the initial deposit and her request that the service was reclassified as residential service without her authorization or request. eplendl

1/23/26: Complaint being forwarded to Process Review; reassigned to Margarita. Shonna McCray

01/26/2026 Customer correspondence received via U.S. Mail, and forwarded to EPLENDL. SR

1/26/26: Correspondence forwarded to Margarita. Shonna McCray

++

************PROCESS REVIEW ASSIGNMENT************

January 26, 2026 - In accordance with FPSC Rule 25-22.032(7), Florida Administrative Code, the customer's complaint has been escalated to the Process Review Phase of the complaint progression. The case has been reassigned to the Process Review Team.
NOTICE: As this customer has chosen to escalate this complaint to the process review phase, THE UTILITY must notify the assigned Process Review staff member immediately of all communications between THE UTILITY and THE CUSTOMER regarding this complaint. This instruction is inclusive of resolution and settlement agreement offers, negotiations, and conclusions while this PRT complaint is open and under active investigation.

* The staff member assigned to conduct the review of this complaint is **MARGARITA VALDEZ.** She may be contacted at 850-413-6113.

The customer's complaint status is active and under further investigation. Therefore, Pursuant to FPSC Rule 25-22.032(3) F.A.C., until this matter is concluded and the complaint is closed by staff, PLEASE DO NOT DISCONNECT THE CUSTOMER'S SERVICE FOR NON-PAYMENT OF THE SPECIFIED DISPUTED AMOUNT. MValdez

Duke Disconnected Anyway!

01/30/2026 Customer correspondence received via email, was added to file, and forwarded to MVALDEZ. SR

"From: KarenDeColaKostantisTrust@proton.me <KarenDeColaKostantisTrust@proton.me>

succession vs. new service; Opt-out status transfer with property.

- Any FPSC orders, decisions, or rulings addressing similar fact patterns involving: Opt-out status at premises with administrative account changes; deposits for long-term service locations following name changes; family succession treatment; disconnection during pending complaints.

Please note that requestors are invoiced for duplication services. Payment must be received before copies can be released. If the nature or volume of public records requested to be inspected or copied is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel, or both, in addition to the actual cost of duplication, a "special service charge," will be added to the charge for copies based on the cost incurred for such extensive use of information technology resources or the labor cost of the personnel providing the service, that is actually incurred for the clerical and supervisory assistance, or both. Also note that an agency may refuse to produce additional records if the fees for a previous request for records have not been paid by the requestor. I will forward a cost estimate to you before any fees are assessed.

Should you have any questions, please feel free to contact me.

Regards,

Adam J. Teitzman
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399
Adam.Teitzman@psc.state.fl.us
850.413.6826

Added to file. A letter is being prepared to be sent to the customer. Copy of the file will be included. MValdez

---

February 11, 2026: The following letter was sent today to Ms. Kostantis with the requested copy of the entire file. MValdez

February 11, 2026

MS. KAREN KOSTANTIS — ALL CAP INCORRECT
c/o 3438 E LAKE RD STE 14
PALM HARBOR, FL ~~34685-2413~~

Re: Florida Public Service Commission Complaint Number 1491428E

Dear Ms. Kostantis:

This letter is a follow-up to complaint number 1491428E filed with the Florida Public Service Commission (FPSC) on 12/16/2025, against Duke Energy Florida (DEF).

When you indicated that you were not satisfied with the proposed disposition of your case against DEF, your complaint was forwarded to the FPSC's Office of Consumer Assistance (OCA) Process Review Group and assigned to me to determine if there was any way the FPSC could further assist you.

Complaint Summary

When you contacted the FPSC to file this complaint, you expressed concerns with an unauthorized Smart meter installation, indicating that for years prior, this location had a non-transmitting analog meter under an Opt-Out arrangement. You requested the immediate replacement of the DEF's standard Smart meter with an Opt-Out, Non-Standard, meter, for health related issues. Furthermore, you indicated that DEF was demanding a fee to Opt-Out in order to remove equipment that was never authorized to be installed, which you considered "improper billing and coercive conduct". You expressed your belief that any such fee lacks tariff authority and is improper under FPSC-regulated service standards. You stated that you have repeatedly rejected the classification of your account as Residential (RS-1) and stated that "inquiry into service options does not constitute consent to classification". You requested the account's rate schedule to be changed to General Service (GS-1) as it "applies to premises and uses not qualifying as residential, i.e., all other uses". In addition, you indicated that "no contract, agreement, novation, or full disclosure as demanded was ever provided" by DEF; and "no consent has been granted" by you.

Incorrect! Per 12/2/25 recorded call I did not consent to new acct & do not agree to new contract or acct nor to a novation, I was NEVER provided application or explicit sic requirements!

I have taken the opportunity to thoroughly review your case file. I concur with the findings of Ms. Ellen Plendl's investigation, which were addressed in her letter to you dated 01/21/2026.

DEF has investigated and responded to your complaint. Documentation provided to the FPSC by the utility indicates the following information regarding this matter.

No terms or conditions nor an application

Unauthorized Smart Meter Installation. As Ms. Plendl's letter and DEF's reports state, DEF has no record of you requesting an Opt-Out, Non-Standard, meter when you contacted DEF on 10/30/2025 to request service in your name at 4425 Rutledge Dr., Palm Harbor, Florida. As DEF's tariff, Sheet No. 6.400, Rate Schedule NSMR-1, Optional – Non-Standard Meter Rider (AMI Opt-Out) states, "This optional Rider is available to customers who request a meter that either does not utilize radio frequency communications to transmit data, or is otherwise required to be read manually".

Demand of a fee to Opt-Out. The same Tariff Sheet No. 6.400 states that the installation of an Opt-Out, digital non-communicating meter includes an Initial Set-Up, one-time service fee of $96.34 and a monthly rate of $15.60.

Tariff Sheet No. 6.400 concludes, under "Special Provisions," that "customers taking service under this Rider relocating to a new premise who wish to continue service under this Rider are required to request new service under this Rider including payment of the Initial Set-Up Fee at the new premise, except in the instance where the previous customer at that premise had an approved non-communicating meter already in place. Customers wishing to take service under this Rider and relocating to a premise where an existing approved non-communicating meter is already in place, will not be required to pay the initial Se-Up Fee. Customers who cancel service under this Rider and then later re-enroll for this service at any location would be required to submit another Initial Se-Up Fee." These special provisions and exceptions are only available for customers who wish to have a Non-Standard Meter Rider (AMI Opt-Out) and request service under this Rider. Since you did not request service under Rate Schedule NSMR-1, an order was issued to remove the AMI Opt-Out meter that served the premise during the time your mother's account was active, and replace it with an standard Smart/AMI meter. As Ms. Plendl's letter and DEF's reports also state, DEF attempted twice to review the Non-Standard tariff with you; however, there was no answer from you.

* AND Analy was NEVER cancelled!

Rate Classification of Service. Both DEF and Ms. Plendl explained at length the rate classifications for Residential Service (RS-1) and General Service (GS-1). The previous account, in the name of your mother Rita DeCola, was classified RS-1, which is specifically applicable "to residential customers taking service exclusively for domestic purposes..." You are requesting DEF to change your account's rate classification to GS-1. However, as DEF and Ms. Plendl clarified to you. GS-1 is available to "any customer, other than residential, for light and power purposes for which no other rate schedule is specifically applicable," and it is closed to new customers as of 01/01/2022. The premise does not qualify for GS-1.

No Contract, Agreement, Novation, or Full Disclosure. As DEF and Ms. Plendl have explained to you, to establish residential electric service customers need to apply for service, validate their identity as determined by DEF, and pay a deposit, if required. No contract is required for residential service. Explicit requirements asked where's application?

* Terms & conditions

Conclusion

Based on the information currently available, it does not appear that DEF has violated any Commission rules or its tariff in the handling of this matter. Therefore, the FPSC is unable to provide you with further assistance regarding this issue. If you have any questions or concerns, please feel free to contact me. You may reach me toll-free, at 1-800-342-3552 or directly at 850-413-6113. You may also contact me via E-mail at mvaldez@psc.state.fl.us.

Sincerely,

Margarita Valdez


22-2026

All Rights Reserved – Without Prejudice
SPECIAL – PRIORITY – CONFIDENTIAL – NON ASSUMPSIT

Karen rose, from the house DeCola regarding
KAREN ROSE DECOLA / KAREN DECOLA KOSTANTIS estate
In Care of: 3438 East Lake Road, Suite 14
Palm Harbor, Florida Republic
ZIP Code ™ declined
Non-Domestic, without the U.S.

Notice to Principal is Notice to Agent, Notice to Agent is Notice to Principal

FORMAL COMPLAINT – IMPROPER BILLING, UNAUTHORIZED METER INSTALLATION, MISCLASSIFICATION OF SERVICE AT LOCATION 4425 RUTLEDGE DRIVE PALM HARBOR

Date: December 15, 2025
To: Florida Public Service Commission
Account Unknown: Duke re-established a "2nd" new account claiming the account established post-shut off with 98-6 number could not be confirmed, and created another new account number absent consent - still no disclosure of terms.

Re: Duke Energy Florida – Unauthorized Smart Meter Installation and IMMEDIATE DEMAND FOR REMOVAL, Improper Billing Demand, Misclassification of Service, and Failure to Disclose Governing Tariff Terms

This filing constitutes a **new and separate complaint** arising from Duke Energy Florida's **unauthorized installation of a transmitting smart meter**, improper billing demand for "opt-out" removal, and continued **misclassification of service**, all following Duke's and FPSC's prior acknowledgment that **no contract exists** and after repeated written demands for **full disclosure of governing terms**.

Background and Notice History

On October 30, 2025, after service was shut off under duress, I, karen, submitted a **written demand for full disclosure** of all terms, conditions, tariff authority, and requirements necessary to establish new service. That notice was provided to **both Duke Energy and FPSC**. FPSC personnel stated repeatedly that "there is no contract" as did Duke agents. No tariffs, classifications, or metering authority were disclosed in writing pursuant to written and verbal requests.

Service was re-energized on October 31, 2025. Identification disputes continued through December (Duke invalidated original account provided with 98-6 IRS number, and created yet another account absent consent). At no time was consent given to re-contract from that re-established account—written or implied—for changes to metering equipment or service conditions, and full disclosure still required, all rights strictly reserved.

Unauthorized Smart Meter Installation

On **November 19, 2025**, Duke Energy **entered the property and installed a transmitting smart meter to structure, violating prior notice**, as stated by Duke agent **Shakia** on 15 December 2025. This installation occurred:

- without prior written notice,
- without consent,
- during an unresolved dispute, and
- in direct violation of written instructions that **all actions and communications must be in writing** and that **no entry or alteration of equipment was authorized absent express written consent**.

For years prior, this location operated with **non-transmitting analog metering**, including under an opt-out arrangement. Duke's unilateral action materially altered service conditions without authority.

Improper Billing and Extortionate Demand

Duke now demands a **fee to "opt out"** in order to remove equipment that was **never authorized to be installed**. This constitutes **improper billing and coercive conduct**. One cannot "opt out" of equipment installed without consent. Any such fee lacks tariff authority and is improper under FPSC-regulated service standards.

Misclassification of Service

Duke has treated this account as **Residential (RS-1)** without disclosure or determination. Duke's own tariffs define **Residential Service (RS-1)** as service to a dwelling occupied as a household residence. **General Service (GS)** applies to premises and uses **not qualifying as residential**—i.e., *all other uses.*

I have repeatedly rejected residential/domestic classification in writing. Inquiry into service options does **not** constitute consent to classification. Duke has never issued a written classification determination, tariff citation, or factual basis supporting RS-1 applicability. Misclassification materially affects billing, metering, and customer rights.

Health and Safety Concern

Following the installation, occupants experienced **persistent headaches, buzzing sensations - tinnitus, sleep disturbance, and physical discomfort**, which prompted inspection of the premises and discovery of the transmitting meter. These symptoms were not present under prior non-transmitting metering – this being the reason no consent was ever granted for a "smart" meter after one was installed "absent consent" in 2021. While causation is not adjudicated here, the issue raises **health and safety concerns** that warrant **immediate corrective action.** Each day the meter remains installed compounds potential injury and daily fee of 1,000,000.00 certified USD for said violation and direct breach and extortionate demand.

Tariff and Regulatory Violations

Duke's actions are inconsistent with FPSC-approved tariffs governing:

- **Service classification applicability (RS-1 vs. General Service)**
- **Metering changes and customer notice requirements**
- **Prohibition against unilateral material changes during active disputes**
- **Improper billing for unauthorized equipment**

Relief Requested

I respectfully request that FPSC:

1. **Open a new complaint** for improper billing, unauthorized metering change, and misclassification;
2. **Direct Duke Energy Florida to immediately remove the transmitting smart meter** and restore non-transmitting metering **without any opt-out fee** – FOR HEALTH RELATED PURPOSES. There is a reason no consent for a smart meter was NOT AUTHORIZED at the service location.
3. **Require Duke to correct the account classification** consistent with General Service (GS), absent written justification otherwise;
4. **Order Duke to disclose, in writing, the specific tariff provisions** it claims authorize the installation, classification, and billing demanded, and authority for ignoring notice for prior express written consent prior to entering property and touching structure, and failure to provide full disclosure of all terms and conditions prior to service turn on;
5. **Prohibit any charges, penalties, or adverse actions** related to this unauthorized installation.

This complaint is submitted **without waiver of rights**, and notice of claim and accruing fees are compounding for violation of notices, for tortious injury; All prior notices are preserved and UCC-1 filing agreed by all parties upon failure to remove smart meter by 16 December 2025. This is not to be deemed as the "entirety" of documentation for this complaint.

Respectfully submitted,

REGARDS,
KAREN D KOSTANTIS

All rights reserved; without prejudice

By Karen _____ ©

Karen, Authorized Representative for the Registered Person
KAREN ROSE DECOLA/KAREN DECOLA KOSTANTIS and
Executrix for Karen Rose DeCola estate

All Rights Reserved – Without Prejudice
SPECIAL – PRIORITY – CONFIDENTIAL