Karen rose from the house DeCola
also known as Karen DeCola Kostantis
KAREN ROSE DECOLA, Estate
In Care of: 3438 East Lake Road, Suite 14
Palm Harbor, Florida. ZIP Exempt

Date: August 2, 2026

VIA ELECTRONIC FILING AND U.S. MAIL

Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850
Clerk@psc.state.fl.us | ATeitzman@psc.state.fl.us

Re: Docket No. 20260078-EI - Complaint by Karen DeCola Kostantis against Duke Energy Florida, LLC
Re: Item 4 - Commission Conference, August 4, 2026
Re: Staff Memorandum dated July 23, 2026 (Doc. No. 04582-2026)

PRELIMINARY NOTICE REGARDING PROPER DESIGNATION OF PETITIONER

Petitioner places DEF, FPSC Staff, and this Commission on written notice of the following requirements, which have been stated previously and which Petitioner is compelled to restate because they continue to be disregarded in official correspondence and filings:

- **Name:** Petitioner's styling/correct designation is "Karen DeCola Kostantis." The title "Ms." has not been authorized and its use in official Commission and DEF documents is noted as non-consensual.
- **Mailing Address:** All correspondence must be directed to: **In Care of: 3438 East Lake Road, Suite 14, Palm Harbor, Florida. ZIP Exempt.** The prefix "In Care of:" is required. "Florida" is not to be abbreviated. No ZIP code is to be appended. Petitioner has provided written notice of these requirements on multiple occasions. DEF and FPSC continue to address correspondence without the "In Care of:" prefix, to abbreviate "Florida" as "FL," and to append a ZIP code. Each such instance is noted as a departure from Petitioner's stated and noticed requirements.
- **Tax Identification:** The only tax identifier Petitioner has authorized for use in connection with any account at the service location is the EIN beginning "98-6" as stated on the December 2, 2025 recorded call. No Social Security number associated with Petitioner's name has been authorized, consented to, or permitted for use by DEF, and Petitioner has expressly stated this prohibition on the record.

PETITIONER'S NOTICE OF MATERIAL FACTUAL ERRORS AND OMISSIONS IN STAFF MEMORANDUM OF JULY 23, 2026: STATEMENT OF NEW DISPOSITIVE FACTS INCLUDING DEF ON-RECORD ADMISSIONS; AND REQUEST FOR WRITTEN PARTICIPATION AT AUGUST 4, 2026 CONFERENCE

INTRODUCTION

Petitioner Karen DeCola Kostantis submits this Notice in response to the Staff Memorandum dated July 23, 2026 (Doc. No. 04582-2026), received August 1, 2026, which recommends denial of her formal complaint against Duke Energy Florida, LLC ("DEF"). This Notice is submitted as Petitioner's full written participation in Item 4.

Staff's recommendation is not a neutral factual assessment. It rests on a record that is materially incomplete, internally contradicted by DEF's own written admissions already in this docket, and further undermined by DEF agent admissions made on recorded calls after the Memorandum was prepared. This Notice corrects the record on each material point and places before the Commission facts that make Staff's denial recommendation legally unsustainable.

PRELIMINARY STATEMENT: THE PATTERN OF STAFF/DEF ALIGNMENT WARRANTS COMMISSION ATTENTION

The Commission should evaluate Staff's recommendation in the context of the following uncontested pattern:

- Petitioner's October 29, 2025 informal complaint was dismissed by FPSC Supervisor Plescow on the same day it was filed - within hours of DEF disconnecting service.
- Petitioner's May 26, 2026 written letter to Staff documenting DEF's continuing violations received no written response from DEF or Staff.
- Petitioner's June 30, 2026 supplemental notice - filed after DEF again disconnected service while this formal complaint was pending - is not acknowledged anywhere in Staff's Memorandum.
- Staff's Memorandum reproduces DEF's account of events without acknowledging that several DEF characterizations are directly contradicted by DEF's own prior written statements in this docket.

This is not a routine billing dispute. The record documents a regulated utility that: defied a written Commission directive; operated a device for five months after receiving a licensed medical provider's written certification of harm; trespassed onto the service premises in knowing violation of written non-consent notices - and had done so before at the same location in 2022; created a utility account over the account holder's recorded verbal objection using an undisclosed tax identifier; issued a written exculpatory statement to this Commission declaring neither Complainant owes any debt - then gave that same account, and a non-account-holder's prohibited cellular number, to a collection agency; extracted a payment under duress as a condition of reversing its own unauthorized conduct; and made representations to this Commission about what it could and could not do that its own agent subsequently corrected in real time. Staff's recommendation treats all of this as compliant utility conduct. That conclusion is not defensible on this record.

I. STAFF CORRECTLY RECOMMENDS DENIAL OF DEF'S MOTION TO DISMISS - AND THAT DENIAL CREATES BINDING FINDINGS DEF CANNOT RELITIGATE

Staff recommends (Issue 1) denial of DEF's Motion to Dismiss on grounds that the complaint sufficiently states a cause of action, the documentation in the docket clearly identifies the rules and actions at issue, and requiring technical amendment alone would not be an efficient use of resources. Petitioner agrees and notes the legal consequence:

Each ground Staff cites to justify denial is itself a finding on the record. The complaint states cognizable claims. The allegations sufficiently identify the rule violations at issue. The Commission has jurisdiction. DEF cannot reassert any of these arguments in any subsequent phase of this proceeding. The denial of a Motion to Dismiss under these findings is not a procedural accommodation - it is a merits determination that the complaint holds.

II. STAFF'S ISSUE 2 RECOMMENDATION RESTS ON MATERIAL FACTUAL ERRORS, CRITICAL OMISSIONS, AND DEF ADMISSIONS STAFF DID NOT DISCLOSE TO THE COMMISSION

Staff recommends (Issue 2) that the formal complaint be denied because "it does not appear that DEF violated its Commission-approved tariff or any statutes, rules, or orders of the Commission."

That conclusion cannot be sustained on the record as it actually exists. Each failure is addressed below.

A. Staff Omitted DEF's Own Written Admission That Neither Complainant Owes Any Debt - Then DEF Sent That Account to Collections and Gave the Collector the Prohibited Cellular Number of a Non-Account-Holder

This is the most legally significant fact in this docket. It does not appear once in Staff's Memorandum.

DEF stated on the regulatory record, in writing, transmitted to this Commission through FPSC analyst Ellen Plendl:

> ***"[Account ending 1269 is] a closed account and neither Mr. nor Ms. Kostantis is responsible for the debt in Ms. DeCola's name."***

That statement is DEF's own exculpatory admission - authored by DEF - transmitted in a regulatory proceeding to a Commission analyst. It is binding on DEF as an admission of record. It cannot be unilaterally withdrawn.

DEF then transmitted that same account - the one it declared neither Complainant owes - to FirstPoint Collection Services. The aggravating facts compound the violation at every step:

- **George Hatzikostantis is not, and has never been, an account holder with DEF.** He is an authorized user only. He has no account relationship to account ending 1269. DEF furnished his personal cellular telephone number to FirstPoint.
- **DEF had been under a written prohibition against using George Kostantis's cellular number since September 12, 2025.** DEF gave that prohibited number to a third-party debt collector for collection purposes.
- FirstPoint contacted George Kostantis on his prohibited cellular number regarding a debt DEF had already declared he does not owe, on at least **four documented occasions: January 12, January 19, February 25, and March 4, 2026.** (Enclosure 18)
- FirstPoint's contacts ceased only after Petitioner filed a supplemental complaint on March 8, 2026. That **cessation is corroborating, not exculpatory.** It establishes that the contacts were deliberate and were halted only when regulatory consequence became imminent.

Staff's Memorandum does not mention the written exculpatory admission. It does not mention the collection referral. It does not mention that the collector received a prohibited number belonging to a person who has never held a DEF account. It concludes DEF violated nothing. That conclusion is irreconcilable with the record.

The federal exposure is statutory:

- **FDCPA, 15 U.S.C. § 1692e:** Where the original creditor has declared in writing on the regulatory record that neither party owes the debt, any subsequent collection attempt is a false representation as a matter of law - not a matter of dispute.

- **FDCPA, 15 U.S.C. § 1692f:** No law permits collection of a debt the original creditor has exculpated in writing on the regulatory record.
- **FCRA, 15 U.S.C. § 1681s-2(a):** DEF had actual knowledge the debt was not owed — it authored the exculpatory statement. The Commission must require DEF to disclose whether account ending 1269 has been reported to any consumer reporting agency, in whose name, and to which agencies, and to retract any such reporting immediately.
- **FDUTPA, § 501.204, Fla. Stat.:** Transmission of a debt a regulated utility has exculpated in writing, through a channel prohibited by written directive, to a non-account-holder, is an unfair and deceptive act as a matter of law.
- **TCPA, 47 U.S.C. § 227:** DEF furnished the prohibited cellular number to FirstPoint. Every resulting contact is a TCPA predicate DEF caused, at $500 per violation and $1,500 per willful violation. DEF cannot escape TCPA liability by outsourcing the prohibited contacts.

B. Staff Fundamentally Mischaracterizes the Tariff 6.400 Argument — The Fee Waiver Is Appurtenant to the Premises; DEF Manufactured the Fee Obligation by Its Own Trespass; and the $96.34 Was Extracted Under Duress for a Fee Never Lawfully Owed

Staff concludes: "There is no medical exemption to the initial or monthly fees in Tariff Sheet 6.400."

Petitioner has never argued for a medical exemption to any fee. Staff answered a question no one asked. The actual argument - never addressed by Staff - is as follows:

The Tariff 6.400 Fee Waiver Is Appurtenant to the Premises

> ***Tariff Sheet 6.400 Special Provisions, Rider NSMR-1: "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 Set-Up Fee."***

The operative language of DEF's own tariff ties the fee waiver to the **condition of the premises** - not to the identity of the "customer", not to the length of tenancy, not to whether the account is new or longstanding. The fee waiver is appurtenant to the location. It runs with the premises.

The following facts are established by DEF's own records and are not in dispute:

- Petitioner Karen DeCola Kostantis and George Hatzikostantis have lived at 4425 Rutledge Drive, Palm Harbor, Florida **continuously since 2003.** They are not new customers. They are not new tenants. They are the same people who have been on record at this location for over twenty-two years.
- In or about 2022, DEF installed an AMI meter at this service location without prior notice or consent. **This is the same unauthorized conduct, at the same location, repeated a second time.** Petitioners demanded removal. DEF was required to restore the non-communicating meter. Opt-out status under Rider NSMR-1 was then established and remained **continuously active at these premises through at least October 2025.** DEF's own billing statement dated March 28, 2022 (Enclosure 8) and August 28, 2025 (Enclosure 9) confirm opt-out status throughout this period. DEF had this history in its own records.
- On October 30, 2025 - when service was established on the new account - **meter number 7237967, an approved non-communicating opt-out meter, was physically in place at the service location.** This is confirmed in DEF's own records and acknowledged in FPSC analyst Ellen Plendl's January 21, 2026 letter (**Enclosure 19**).

- On November 4 and November 13, 2025, Petitioner served DEF with written non-consent and trespass notices explicitly prohibiting entry without prior written authorization. (Enclosures 6, 7)
- On November 19, 2025 - **six days after receipt of the November 13 notice** - DEF entered the property unannounced, removed meter number 7237967, and installed the AMI meter now at issue.

Under Tariff 6.400's own plain language, no Set-Up Fee was owed - by anyone - at this location on October 30, 2025, because an approved non-communicating meter was already in place. Ten brand-new tenants who had never set foot at 4425 Rutledge Drive could have opened service that day and would owe no Set-Up Fee. The fee waiver follows the location.

The Complainants - who have lived at this location continuously since 2003, whose non-AMI opt-out status has been documented and active since at least 2022, and **who have never at any time consented to AMI service at this location** - are entitled to at minimum the same protection any hypothetical new tenant would receive under DEF's own tariff. DEF assessed the fee anyway. That assessment is barred by the plain language of DEF's own Tariff Sheet 6.400.

<u>DEF Manufactured the Fee Obligation by Its Own Unauthorized Trespass</u>

The logical structure of DEF's position must be stated plainly, because it reveals the bad faith at its core:

- On October 30, 2025, meter 7237967 was in place. Under Tariff 6.400, **no Set-Up Fee was owed.**
- On November 19, 2025, DEF trespassed and removed that meter. After its own removal, **DEF then asserted a Set-Up Fee was required to restore the meter it had just taken.**
- DEF **created the condition** (absence of the non-communicating meter) that it then used as the basis for the fee demand.
- **DEF manufactured the fee obligation through its own unauthorized act, then used that manufactured obligation to hold Petitioner hostage.**

This is not a tariff enforcement action. It is a scheme in which DEF committed a trespass, removed equipment without consent, and then conditioned the restoration of the status quo on payment of a fee that would not have existed but for the trespass. Section 366.03, Fla. Stat., requires every DEF rate and practice to be "fair and reasonable." There is no reasonable construction of those words under which a utility may charge a customer to reverse the utility's own unauthorized act.

<u>The $96.34 Was Extracted Under Duress - It Is Not a Voluntary Payment and Carries No Waiver</u>

The payment of $96.34 was not voluntary. It was extracted under duress.

DEF conditioned removal of the AMI meter - equipment DEF had installed by trespass, equipment a licensed medical provider had certified was causing physical harm to the people living at said location, equipment the people living there had never consented to - on payment of the $96.34 Set-Up Fee. Petitioner had no choice but to eventually pay under protest or continue to suffer documented medical harm from a device DEF had no right to install.

A payment extracted as the condition of remedying a utility's own unauthorized act is not a voluntary commercial transaction. It is coercion. The Commission must say so in plain terms.

- The tender was made **under explicit written protest** (Enclosures 10 and 11), with written authorization to apply the funds only to meter removal - not to any account balance, not to any fee, and not to Account 2470.
- DEF applied those funds to Account 2470 - **the account DEF created on December 2, 2025 over Petitioner's recorded, explicit objection.** That application was not authorized.
- The fee that generated the $96.34 demand was **barred by Tariff 6.400 from the moment the account was opened**, because an approved non-communicating meter was in place. DEF had no lawful authority to charge it. DEF had no lawful authority to retain the payment.

The $96.34 must be refunded in full - by tracked mail to: In Care of: 3438 East Lake Road, Suite 14, Palm Harbor, Florida, ZIP Exempt - together with a Commission finding that the Set-Up Fee was never lawfully owed at this service location under Tariff Sheet 6.400 Special Provisions, and that DEF is barred from assessing it or any opt-out fee at this location based on equipment DEF installed without authorization.

<u>No Opt-Out Fee Is Owed Because Petitioner Never Opted In</u>

DEF's assessment of any opt-out fee carries a logical prerequisite it cannot satisfy: that Petitioner opted in to the communicating-meter program.

Petitioner did not opt in. Petitioner was never provided the terms of the program. Petitioner never consented to enrollment. DEF unilaterally enrolled this service location in the communicating-meter program on November 19, 2025 - by trespass, in knowing violation of written non-consent directives received six days earlier - and then billed Petitioner a fee to exit a program DEF, not Petitioner, created by unauthorized conduct. As the Formal Complaint states: *"That is not an opt-out fee. It is a ransom."*

DEF's own records confirm it did this before. The March 28, 2022 billing statement (Enclosure 8) documents that DEF performed the same unauthorized AMI installation at this same location in 2022, was required to reverse it, and charged the opt-out fee then as well. DEF had actual, documented, record knowledge of this location's non-consent history when its technician entered the property on November 19, 2025. That knowledge forecloses any claim of operational error and establishes willfulness for purposes of § 366.095, Fla. Stat., penalty analysis.

<u>C. Account 2470 Was Created Over Petitioner's Recorded, Explicit Objection - DEF Has Never Disclosed the Tax Identifier It Is Using - And DEF Must Either Disclose the Authorized EIN or Accept Responsibility for the Account It Created</u>

Staff states (p.2): DEF "closed Account 5339 and opened Account 2470" after Petitioner provided identification.

What Staff omits is the substance of the December 2, 2025 recorded call and the unresolved consequences that flow from it:

- **Petitioner explicitly stated, on the recorded call, that she did not consent to the opening of a new account.** DEF opened Account 2470 anyway.
- On that same call, Petitioner asked DEF what tax identification number it intended to use, stating that the only identifier she had ever authorized was the EIN beginning "98-6." **DEF has never answered this**

question - not on that call, not in any written response, and not at any point since - despite repeated written demands.

- **Petitioner has expressly stated, on the record, that no Social Security number associated with her name is authorized, consented to, or permitted for use by DEF in connection with any account at this service location.** This prohibition has been communicated in writing and is part of the record in this docket.
- **This account is a non-US-citizen, non-resident account.** The only authorized identifier is the EIN beginning "98-6" as Petitioner stated on the December 2, 2025 recorded call. DEF has not acknowledged this, has not complied with it, and has not disclosed what identifier it is in fact using.

The legal consequence of DEF's continued non-disclosure is this: DEF created Account 2470 over Petitioner's recorded objection. DEF has billed Petitioner on that account while refusing to disclose the tax identification number it is using. DEF has refused to confirm or deny whether a Social Security number associated with Petitioner's name has been used without her authorization.

Petitioner hereby places the Commission and DEF on notice of the following:

- **If DEF discloses the account identifier and it is the EIN beginning "98-6" as Petitioner authorized, the account classification and billing obligations must be reconciled with that identifier accordingly.**
- **If DEF has used any other identifier - including any Social Security number associated with Petitioner's name - without authorization, that use is unauthorized, unlawful, and constitutes grounds for the account and all associated charges to be voided.**
- **If DEF refuses to disclose the identifier, then DEF created and has been maintaining an account using an undisclosed tax identification number over the account holder's recorded objection. DEF cannot simultaneously assert the right to bill on an account it created without consent while refusing to disclose the identifier under which that account was established. An account DEF created without consent, under an identifier DEF refuses to disclose, is DEF's account - not Petitioner's. DEF may satisfy the balance on the account it chose to create.**

The Commission must order DEF to disclose in writing, within seven (7) days, the exact tax identification number used to establish and maintain Account 910193682470, and to confirm whether any Social Security number associated with Petitioner's name has at any time been associated with either account.

D. Staff's Billing Rationale for the November 19, 2025 Meter Swap Is Chronologically Impossible

Staff states (p.2): "DEF removed the non-AMI meter because no customer was paying the required monthly fee."

This is disproved by Staff's own stated timeline:

- **Account 2470 was established October 30–31, 2025.**
- DEF removed the non-AMI meter on **November 19, 2025 - nineteen (19) days later.**
- **DEF's billing cycle is monthly. No bill had been generated. No fee had been invoiced. No delinquency existed. No opt-out had been offered, discussed, billed, or refused. There was no fee to fail to pay.**

CRITICAL OMISSION: Immediately before November 19, DEF received Petitioner's November 13, 2025 written non-consent notice - the second such notice, received six days before entry - explicitly prohibiting entry without prior written authorization and warning of a $10,000 trespass fee. DEF entered the property unannounced six days later. Staff substitutes an impossible billing theory while omitting this sequence entirely. The trespass notices are in the docket at Enclosures 6 and 7.

E. DEF's Own Agent Admitted on a Recorded Call That the Refund Was Misdirected and That Fund Transfer Was Always Possible - Directly Contradicting DEF's Prior Written Position to This Commission

- **DEF sent the $96.34 refund check to 4425 Rutledge Drive - the service location - which DEF had not used as Petitioner's mailing address in over thirteen (13) years.** The correct address is: In Care of: 3438 East Lake Road, Suite 14, Palm Harbor, Florida, ZIP Exempt. DEF has been notified of the correct address repeatedly. It continues to use the service location as a mailing address.
- Petitioner notified DEF in writing of the misdirected check. DEF had **actual notice** of the error. DEF never reissued.
- **NEW ADMISSION - RECORDED CALL:** DEF representative "Diane" confirmed on a recorded call that (a) the refund had been directed to the service location rather than the correct mailing address, and (b) DEF **could in fact apply the funds from Account 5339 to Account 2470** - directly contradicting DEF's prior written position that the accounts "were not associated" and funds "could not be transferred." Agent Diane applied those funds during that same call.

DEF told this Commission that fund reconciliation between the two accounts was impossible. DEF's own agent performed that reconciliation in a single phone call. This is a false statement on the regulatory record, made to this Commission while DEF simultaneously refused to return funds it held.

ADDITIONAL OMISSION: No accounting has been produced for the period October 31, 2025 through at least February 2026 - showing what charges were assessed, how tendered funds were applied, to which accounts, and when. This production was demanded in the Formal Complaint and has never been provided.

F. The Overnight AMI Meter Removal Is Dispositive Evidence That No Legitimate Tariff Barrier Existed During Five Months of Refusal

NEW FACT: On the recorded call with Agent Diane, Petitioner insisted on immediate meter removal. DEF removed the AMI meter and restored non-communicating service by **7:45 a.m. the following morning.**

- DEF maintained for approximately **five (5) months** that Petitioner could not obtain a non-AMI meter without paying the Set-Up Fee, completing DEF's proprietary internal form, and complying with a process DEF had never offered before installing the AMI meter.
- A licensed APRN's written medical certification of harm, served December 29, 2025, did not move DEF.
- Petitioner's insistence on a recorded call moved DEF **in less than twelve hours.**

If the tariff process DEF insisted upon truly applied, the meter could not have been removed overnight. It was. Five months of asserted tariff requirements dissolved in one recorded phone call. That is not evidence of utility compliance. It is evidence that no legitimate barrier existed and that DEF's refusal was a deliberate choice - not a lawful requirement.

III. ADDITIONAL VIOLATIONS NOT ADDRESSED IN STAFF'S RECOMMENDATION

A. DEF Disconnected Service on June 30, 2026 While This Formal Complaint Was Pending - Without Commission Authorization

NEW FACT: On June 30, 2026, DEF disconnected service for the third time during the pendency of this dispute. Payment was again tendered under protest to restore service.

The January 26, 2026 written directive from FPSC Regulatory Analyst Margarita Valdez stated: **"PLEASE DO NOT DISCONNECT THE CUSTOMER'S SERVICE FOR NON-PAYMENT OF THE SPECIFIED DISPUTED AMOUNT."** DEF defied that directive four days later on January 30, 2026. The June 30, 2026 disconnection - during a pending formal proceeding - repeats this pattern. DEF has never sought and this Commission has never granted authorization to disconnect service during the pendency of this formal complaint.

B. The GS-1 Closure Issue Requires a Specific Commission Finding

DEF's Process Review Team confirmed in writing that GS-1 has been **closed to new customers since January 1, 2022.** Staff does not address when or by what Commission order GS-1 was closed, what tariff applies to a customer who does not satisfy RS-1, or whether DEF may foreclose both available rate classifications. These questions must be answered on the record.

C. DEF's Sworn Affidavit Default

On January 9, 2026, Petitioner served DEF with a sworn Affidavit of Fact under penalty of perjury demanding rebuttal within three days. (Enclosure 17) DEF did not respond. **DEF's silence constitutes admission of the facts stated therein** under the express terms of the notice served.

IV. RELIEF REQUESTED

Petitioner respectfully requests that the Commission:

- **Decline to adopt Staff's Issue 2 recommendation** and make no finding of utility compliance on the existing incomplete record;
- **Find that DEF's written statement to FPSC analyst Ellen Plendl** - that "neither Mr. nor Ms. Kostantis is responsible for the debt in Ms. DeCola's name" - is a binding admission of record, and that DEF's subsequent referral of that account to FirstPoint Collection is a violation of the FDCPA, FCRA, and FDUTPA;
- **Find that DEF furnished George Hatzikostantis's prohibited cellular number to FirstPoint** in violation of the September 12, 2025 written directive and the TCPA, and that DEF caused each resulting collection contact;
- **Order DEF to immediately recall the FirstPoint referral**, retract any associated credit reporting in any name, and provide documentary proof of each action, within seven (7) days;
- **Find that Tariff Sheet 6.400 Special Provisions barred assessment of any Set-Up Fee or opt-out fee** at 4425 Rutledge Drive on or after October 30, 2025, because approved non-communicating meter number 7237967 was physically in place at the premises at account opening, and the fee waiver is appurtenant to the premises regardless of account holder identity or tenancy;
- **Find that DEF manufactured the fee obligation through its own unauthorized trespass** on November 19, 2025 - by removing the non-communicating meter that triggered the fee waiver - and that no fee arising from DEF's own unauthorized act may be lawfully assessed against Petitioner;
- **Find that the $96.34 payment was extracted under duress** as a condition of DEF reversing its own unauthorized conduct, that the payment was not voluntary, that it carries no waiver of any right or claim, and that DEF had no lawful authority to demand, collect, or retain it;

- **Order DEF to refund the $96.34 in full,** by tracked delivery to: In Care of: 3438 East Lake Road, Suite 14, Palm Harbor, Florida, ZIP Exempt, within seven (7) days, with proof of mailing including carrier and tracking number;
- **Find that no opt-out fee of any kind may be assessed** at this service location based on equipment DEF installed without authorization, because Petitioner never opted in to the communicating-meter program and DEF cannot bill to undo its own trespass;
- **Order DEF to disclose in writing, within seven (7) days, the exact tax identification number** used to establish and maintain Account 910193682470, and to confirm whether any Social Security number associated with Petitioner's name has at any time been used in connection with either account, and by what authority;
- **Find that if DEF has used any identifier other than the EIN beginning "98-6" as authorized** by Petitioner on the December 2, 2025 recorded call, that use is unauthorized; and that an account DEF created without consent under an undisclosed or unauthorized identifier is DEF's account, not Petitioner's, and DEF bears sole responsibility for any balance on that account;
- **Direct that all future correspondence to Petitioner** from DEF and from this Commission use the designation, styled exactly as: Karen DeCola Kostantis, In Care of: 3438 East Lake Road, Suite 14, Palm Harbor, Florida, ZIP Exempt - without ZIP code, without the abbreviation "FL," and without the prefix "Ms." absent express written consent;
- **Order DEF to produce a complete accounting** of all charges, credits, and fund applications on both Account 5339 and Account 2470 from October 31, 2025 through the present, with proof of mailing for each billing statement, within fourteen (14) days;
- **Find that DEF's agent's recorded admission** - that fund reconciliation between accounts was always within DEF's capability - constitutes a binding admission contradicting DEF's prior written position to this Commission;
- **Find that the June 30, 2026 disconnection** occurred during a pending formal proceeding without Commission authorization, and direct that no further service interruption occur while this docket remains open;
- **Initiate penalty proceedings under § 366.095, Fla. Stat.** for: (a) the January 30, 2026 disconnection in defiance of the written Commission directive; (b) continued operation of the AMI meter for five months following the December 29, 2025 medical certification of harm; and (c) the willful November 19, 2025 trespass at a location whose non-consent history was documented in DEF's own records from the 2022 prior episode;
- **Refer to the Office of Inspector General** the conduct of FPSC Supervisor Plescow in dismissing the October 29, 2025 informal complaint on the day of filing, within hours of DEF disconnecting service; and
- **Accept this Notice as Petitioner's full written participation** in Item 4 of the August 4, 2026 conference; conditioning the PAA participation right on physical presence in Tallahassee would be prejudicial to a pro se complainant who is not an attorney and is located approximately 300 miles from the Commission.

RESERVATION OF ALL RIGHTS - INCLUDING ALL RIGHTS TO SUE: Nothing herein waives any right, claim, or remedy available to Petitioner at law, in equity, or under any federal or state statute. Petitioner expressly reserves, without limitation: the right to file a formal protest within twenty-one (21) days of any adverse order pursuant to Rule 25-22.029, F.A.C.; the right to seek appellate review under § 120.68, Fla. Stat.; the right to pursue civil suit against Duke Energy Florida, LLC for each and every act identified in this Notice and in the Formal Complaint, including without limitation causes of action under the Fair Debt Collection Practices Act (15 U.S.C. § 1692 et seq.), the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.), the Telephone Consumer Protection Act (47 U.S.C. § 227), the Florida Deceptive and Unfair Trade Practices Act (§ 501.204, Fla. Stat.), common law trespass, conversion, unjust enrichment, coercion, and any other cause of action arising from the conduct described herein; the right to pursue all available remedies for unauthorized use of any tax identification number or Social Security number; and all rights arising from any future acts of DEF during the pendency of this proceeding. The right to amend or supplement this filing is expressly reserved. No action or inaction by Petitioner in this proceeding, including payment made under duress, shall be construed as a waiver of any right, claim, or defense. All rights are unalienable and strictly reserved without prejudice and without waiver. All references of statutes, rules, codes, regulations, tariff are done for reference purposes only.

Respectfully submitted,

By: Karen rose____

Karen DeCola Kostantis
Petitioner, Pro per
In Care of: 3438 East Lake Road, Suite 14
Palm Harbor, Florida ZIP Exempt

Date: August 2, 2026

DECLARATION OF SERVICE

I hereby declare that a true and correct copy of the foregoing has been served as follows: transmitted by electronic mail to the Commission Clerk and all parties listed below on August 2, 2026, for entry into Docket No. 20260078-EI prior to the August 4, 2026 Commission Conference; and by U.S. Mail, First Class, to the Office of Commission Clerk on August 3, 2026, as follow-up hard copy.

This filing is timely. The Staff Memorandum dated July 23, 2026 (Doc. No. 04582-2026) was not received by Petitioner until August 1, 2026. This response is transmitted within twenty-four (24) hours of receipt. Petitioner notes that the requirement of electronic filing through a designated portal - as distinct from email - is prejudicial to pro se complainants who are not attorneys and do not have access to attorney filing systems. Service by email to the Commission Clerk and parties of record, followed by U.S. Mail hard copy, constitutes Petitioner's best available means of timely service under the circumstances. Under penalty of perjury, I declare the foregoing is true and correct.

By: Karen rose__
Karen DeCola Kostantis
In Care of: 3438 East Lake Road, Suite 14
Palm Harbor, Florida ZIP Exempt
Date: August 3, 2026

To the Commission Clerk (Filing and Service):

- Adam Teitzman, Commission Clerk, FPSC
- Clerk@psc.state.fl.us
- ATeitzman@psc.state.fl.us
- Office of Commission Clerk, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850

To Respondent's Counsel of Record (Required Service):

- Matthew R. Bernier, Senior Counsel, Duke Energy Florida - matt.bernier@duke-energy.com
- Stephanie A. Cuello, Senior Counsel, Duke Energy Florida - stephanie.cuello@duke-energy.com

To Office of Public Counsel (Required Service - Party in Interest):

- J.R. Kelly, Public Counsel - Kelly.jr@leg.state.fl.us
- Office of Public Counsel - opc_website@leg.state.fl.us

Note: Additional courtesy copies have been directed separately to DEF regulatory counsel, the FPSC Inspector General, and the FPSC analyst of record, as previously noticed. This Certificate reflects the parties to whom legal service is required and has been effected.

By: Karen rose___

Karen DeCola Kostantis