

STATE OF FLORIDA; FLORIDA PUBLIC SERVICE COMMISSION
HONORABLE JULIA L. JOHNSON, CHAIRMAN, COMMISSIONERS
J. TERRY DEASON, SUSAN F. CLARK, DIANE K. KIESLING
AND JOE GARCIA
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399

ORIGINAL

MOTHER'S KITCHEN LTD.,
POST OFFICE BOX 1363
SANFORD, FLORIDA 32772
TELEPHONE No. 407-672-4328
407-323-3675.

DOCKET No.: 970365-GU
ORDER No.: PSC-97-1133-FOF-GU
ISSUE DATE: 29 SEPTEMBER 1977

COMPLAINANT,

AGAINST,

FLORIDA PUBLIC UTILITIES COMPANY,
POST OFFICE BOX 3395
WEST PALM BEACH, FLORIDA 33402
TELEPHONE No. 407-322-5733

RESPONDENT.

PETITION FOR 120.57 HEARING ON PROPOSED AGENCY ACTION RELATIVE TO THE ABOVE
STYLED ORDER IN THIS MATTER

COMES NOW, DANIELE M. DOW-BROOKS, EDDIE HODGES AND ARTHUR L. BROOKS,
WHO ARE PARTIES WITH A SUBSTANTIAL INTEREST IN THIS MATTER AND WHO ARE OR
WILL BE SUBSTANTIALLY AFFECTED BY THE PROPOSED AGENCY ACTION PURSUANT TO THE
ABOVE-STYLED ORDER NUMBER; AND WHO WOULD PETITION PURSUANT TO FLORIDA ADMIN-
ISTRATIVE CODE RULE 25-22.029(4), FOR A 120.57 HEARING IN THIS MATTER, AND
WOULD OFFER THE FOLLOWING AS GROUNDS:

1. DANIELE M. DOW-BROOKS, EDDIE HODGES AND ARTHUR L. BROOKS ALONG WITH
ALFRED BYRD WERE CUSTOMERS OF FLORIDA PUBLIC UTILITIES COMPANY AT ALL TIMES
MATERIAL HERETO.

2. DANIELE M. DOW-BROOKS WAS THE PRIMARY OWNER OF MOTHER'S KITCHEN LTD.
AND EDDIE HODGES, ARTHUR L. BROOKS AND ALFRED BYRD WERE MINORITY PARTNERS AT
ALL TIMES MATERIAL HERETO.

3. AT ALL TIMES MATERIAL HERETO ALL FUNDS PAID TO FLORIDA PUBLIC UTILITIES
COMPANY FOR SERVICE CAME DIRECTLY FROM DANIELE M. DOW-BROOKS, EDDIE HODGES,
AND ARTHUR L. BROOKS.

4. ALL TELEPHONIC COMMUNICATIONS CONCERNING SERVICE AND PAYMENT FOR SERVICE
WERE HAD BETWEEN FLORIDA PUBLIC UTILITIES COMPANY AND ANTHONY L. BROOKS (FOR)
DANIELE M. DOW-BROOKS, EDDIE HODGES AND ARTHUR L. BROOKS AT ALL TIMES MATERIAL
HERETO.

ACK _____
AFA _____
APP _____
CAF 1 _____
CMU _____
CTR _____
EAG 1 _____
LEG 1 _____
LIN 5 _____
OPC _____
RCH _____
SEC 1 _____
AS _____

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5. ALL PAYMENTS AFTER JULY 1996 WERE PAID BY ARTHUR L. BROOKS, EDDIE HODGES AND/OR ANTHONY L. BROOKS (FOR DANIELE M. DOW-BROOKS).

6. PRIOR TO JULY 1996 ALFRED BYRD WAS GIVEN CASH BY ARTHUR L. BROOKS, EDDIE HODGES AND/OR ANTHONY L. BROOKS TO MAKE PAYMENTS FOR SERVICE. HOWEVER IT WAS LATER FOUND THAT BYRD TOOK THE CASH GIVEN HIM AND MADE PAYMENTS ON HIS PERSONAL DEBTS INCLUDING A PERSONAL ACCOUNT WITH THE FLORIDA PUBLIC UTILITIES COMPANY AND ISSUED BAD CHECKS TO PAY THE MOTHER'S KITCHEN ACCOUNT.

7. DANIELE M. DOW-BROOKS, EDDIE HODGES AND ARTHUR L. BROOKS PAID THE FLORIDA PUBLIC UTILITIES COMPANY A SUBSTANTIAL AMOUNT OF FUNDS FOR SERVICE; IN RETURN FLORIDA PUBLIC UTILITIES COMPANY INAPPROPRIATELY FAILED TO PROVIDE THAT SERVICE IN A MANNER AS SET FORTH BY RULES AND STAGED INTENTIONAL AND MALICE INTERRUPTIONS OF SAID SERVICES THROUGH IT'S OFFICE MANAGER WHO HAD CONSPIRED WITH BYRD TO PUT THE MOTHER'S KITCHEN OPERATION ABSENCE BYRD'S PRESENCE OUT OF BUSINESS WHILE CONTINUING BYRD'S PERSONAL ACCOUNT TO GO UNINTERRUPTED SO THAT HE COULD PUT OUT PRODUCT IN DIRECT COMPETITION WITH MOTHER'S KITCHEN.

8. AS A RESULT OF FLORIDA PUBLIC UTILITIES COMPANY'S ACTIONS MOTHER'S KITCHEN LTD. SUFFERED APPROXIMATELY \$39,500.00 IN LOSSES.

8. BY THE ABOVE PARAGRAPHS ONE(1) THROUGH SEVEN(7) ABOVE DANIELE M. DOW-BROOKS, EDDIE HODGES AND ARTHUR L. BROOKS HAVE DEMONSTRATED AND ASSERT THAT THEY ARE PARTIES WITH SUBSTANTIAL INTERESTS AND THEIR INTERESTS WILL BE AFFECTED BY THE PROPOSED AGENCY ACTION.

STATEMENT OF DISPUTED ISSUES

1. THE FLORIDA PUBLIC SERVICE COMMISSION BY AND THROUGH INCORPORATION OF STAFF RECOMMENDATIONS IN IT'S ORDER/OR PROPOSED ORDER WOULD PUT FORTH AS FACT THE FOLLOWING:

(A). COMMISSIONERS DEASON, CLARK AND KIESLING WOULD AFFIRM THAT ON PAGE 2 PARAGRAPH THREE(3) OF THEIR ORDER; "THE COMPLAINANTS STATED THEN THEY SOUGHT PAYMENT OF \$862.00, WHICH INCLUDED MOSTLY AMOUNTS PAID ON IT'S ACCOUNT FOR SERVICES RECEIVED.....".

DISPUTE: DANIELE AND ANTHONY BROOKS, EDDIE HODGES AND ARTHUR L. BROOKS WERE THEN AS THEY DO NOW SEEK RETURN OF DEPOSITS AND MONEY EXPENDED TO FLORIDA PUBLIC UTILITIES COMPANY; WHO TOOK THE FUNDS AND AFTER TAKING THEM MAINTAINED THE PARTIES HAD NO ACCOUNT WITH THEM. STAFF AND THE ABOVE REFERENCED COMMISSIONERS SEEK TO APPLY TWO(2) DIFFERENT REALITIES TO THIS MATTER. WHEN IT SUITS THEM AND THEIR ATTEMPTS TO COVER THE COMPANY'S UNETHICAL ACTIONS; THEY MAINTAIN THAT WE HAD NO ACCOUNT AND THE ACCOUNT WAS BYRD'S TO DO WITH AS HE PLEASED BUT WHEN IT CAME TO FUNDS IT WAS OURS TO PAY.

THE STATE NOR THE RULES DO NOT PROVIDE FOR A CIRCUMSTANCE WHEREIN A COMPANY CAN OSSILATE BACK AND FORTH IN SUCH INSTANCE.

PAGE TWO(2) PARAGRAPH FIVE(5) OF THE PROPOSED ORDER; COMMISSIONERS ASSERT THAT "THE COMPLAINANTS SEEK PAYMENT OF \$1072.72.....".

DISPUTE: PARTIES NEVER ASKED FOR, DEMANDED, NOR STATED THE AMOUNT OF \$1072.72 IS WHAT THEY SOUGHT.

PAGE TWO(2) PARAGRAPH SEVEN(7) OF THE PROPOSED ORDER; COMMISSIONERS ASSERT THAT "AT NO TIME WAS THE ACCOUNT LISTED IN ANY OTHER MANNER."

DISPUTE: STAFF'S OWN EXHIBIT SHOW THIS TO BE FALSE. IN IT'S EXHIBIT THE RECEIPT FOR DEPOSIT CLEARLY SHOWS THE ACCOUNT IN THE NAME OF MOTHER'S KITCHEN LTD. WITH BYRD'S NAME AND ADDRESS LISTED FOR MAILING PURPOSES.

PAGE THREE(3) PARAGRAPH ONE(1) OF THE PROPOSED ORDER; COMMISSIONERS ASSERT THAT "...A DISPUTE AROSE BETWEEN MR. ALFRED BYRD AND HIS PARTNERS. THIS DISPUTE CONCERNED IN PART CONTROL OVER THE ACCOUNT."

DISPUTE: AT NO TIME DID DANIELE M. DOW-BROOKS, EDDIE HODGES AND/OR ARTHUR L. BROOKS HAVE A DISPUTE WITH BYRD OVER THIS ACCOUNT. MR. BYRD WAS STEALING ASSETS USING THEM FOR HIS PERSONAL USE; PLAIN AND SIMPLE. THE ACCOUNT WAS NEVER AN ISSUE AS WE ASSUMED FPU HAD THE ACCOUNT ESTABLISHED PROPERLY. MR. BYRD WAS EJECTED OFFICIALLY FROM THE PARTNERSHIP IN JULY 96 WHEN HIS THEFT CAME TO LIGHT AND AFTER HE WAS CONFRONTED IN THE LAST WEEK OF JUNE 96 ABOUT OTHER ILLEGAL DEALING.

ON JULY 3 96 BYRD ADVISED THE OTHER PARTIES WHEN DEMAND WAS MADE FOR REPAYMENT OF MONIES HE HAD TAKEN; "THAT HE HAD WENT TO HIS FRIEND DINO AND THAT HE WOULD HAVE US PUT OUT OF BUSINESS BECAUSE THE GAS SUPPLY WOULD BE CUT OFF." WE DID NOT TAKE HIM SERIOUSLY. PROOF IS NOT ONE OF US CONTACTED THE GAS COMPANY. BYRD WOULD RETURN WITH A SIMILAR THREAT LATER ON BUT AGAIN NOONE TOOK HIM SERIOUSLY AND NO CONTACT WAS HAD WITH THE GAS COMPANY.

FINALLY MS. KEITT OF THE GAS COMPANY DID CALL US AND ADVISE THAT THE SERVICE WOULD BE TERMINATED BECAUSE BYRD HAD REQUESTED IT TURNED OFF; THIS OCCURRED IN JULY 96 AND SHE DID SEND A PERSON OUT TO TURN IT OFF AT BYRD'S REQUEST STATING THE ACCOUNT WAS IN HIS NAME AND HE HAD THE RIGHT TO HAVE IT DISCONTINUED.

POINT OF FACT: IF AS FPU NOW MAINTAINS AND THE THREE COMMISSIONERS AFFIRM THAT THE ACCOUNT WAS BYRD'S TO CONTROL: WHY WAS IT NOT TURNED OFF AND LEFT OFF AND A NEW ACCOUNT ESTABLISHED AT THAT POINT.

THIS IS AN IMPORTANT PART OF THE COMPLAINT THAT STAFF, THE COMMISSIONERS AND FPU WOULD JUST SWEEP UNDER THE RUG IN AN ATTEMPT TO COVER VIOLATION OF RULES.

"ALTHOUGH MR. BYRD ALLEGEDLY DID NOT PARTICIPATE IN THE DAY TO DAY OPERATIONS OF MOTHER'S KITCHEN AFTER JULY 11, 1996 HE REMAINED A PARTNER."...

DISPUTE: BYRD HAS NOT NOR WOULD HE EVER AGAIN PARTICIPATE IN ANY ACTIONS OF MOTHER'S KITCHEN. BYRD WAS EJECTED AS A PARTNER AND WAS ONLY CONSIDERED FOR PAST OCCURANCES AND PROFITS.

PAGE THREE(3) PARAGRAPH TWO(2); OF THE PROPOSED ORDER; COMMISSIONERS ASSERT THAT: "DURING THE MONTHS OF JUNE, JULY AND AUGUST 1996..... IN EACH OF THOSE MONTHS, MOTHER'S KITCHEN MADE LAST MINUTE PAYMENTS TO AVOID DISCONTINUANCE OF SERVICE."

DISPUTE: ALL PAYMENTS WERE MADE WHEN WE WERE GIVEN NOTICE THAT THEY WERE DUE IN JULY AND AUGUST 96. FLORIDA PUBLIC UTILITIES REFUSED DESPITE REQUESTS TO SEND BILLS TO THE BUSINESS PHYSICAL LOCATION; AFTER BEING SHOWN THAT THE REASON THE JUNE PAYMENT WAS LATE WAS DUE TO THEIR SENDING IT TO BYRD AND NOT THE BUSINESS. THEIR PRACTICE INTENTIONALLY CAUSED THE LATENESS OF PAYMENTS.

PAGE THREE(3) PARAGRAPH THREE(3): OF THE PROPOSED ORDER; COMMISSIONERS ASSERT THAT: "ON SEPTEMBER 12, 1996 FPU DISCONTINUED SERVICE TO MOTHER'S KITCHEN DUE TO NON-PAYMENT OF \$230.04 FOR PAST DUE AMOUNTS FOR SERVICE AND \$31.00 FOR RECONNECT FEE AND FPU SCHEDULED RECONNECTION FOR THE FOLLOWING MORNING..... MR. BYRD REQUESTED THAT FPU DISCONNECT SERVICE.....THE GAS SERVICE WAS NOT RECONNECTED THAT DAY."

DISPUTE: BYRD HAD NO RIGHT TO A DISCONNECTION. BYRD HAD MADE SIMILAR REQUEST IN JULY 96 YET SERVICE WAS CONTINUED. BYRD DID NOT PAY FPU WE DID. SERVICE WAS IMMEDIATELY RECONNECTED THAT DAY AS VERIFIED BY THE SERVICEMAN AND TROY'S OWN ADMISION. ONLY AFTER FPU OBTAINED MONIES FROM US DID THEY THEN DISCONNECT SERVICE.

2. THE ABOVE AS WELL AS OUR OFFICIAL PROTEST OF PROPOSED AGENCY ACTION ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE DEMONSTRATE SLATED DISPUTE ISSUES OF MATERIAL FACTS.

STATEMENT OF ULTIMATE FACTS ALLEGED

1. IN MARCH 1996 EDDIE HODGES, ARTHUR L. BROOKS PROVIDED TWO ONE HUNDRED DOLLAR BILLS FOR DEPOSIT FOR GAS SERVICE. THE MONIES WERE TAKEN AND GIVEN TO FPU'S SANFORD OFFICE BY ANTHONY L. BROOKS AND ALFRED BYRD IN THE COMPANY OF OTHERS ALONG WITH DOCUMENTS SHOWING THE ESTABLISHMENT OF MOTHER'S KITCHEN LTD. A RECEIPT WAS GIVEN IN THE NAME OF MOTHER'S KITCHEN LTD. ALONE WITH NOTATION FOR MAILING TO ALFRED BYRD AT P.O. BOX 134 SANFORD, FLORIDA 32772 AS A MAILING ADDRESS. THE MAILING ADDRESS NOTATION WAS MADE DUE TO NO OTHER MAIL BOX ASSIGNMENT FOR THE BUSINESS AT THAT TIME.

FLORIDA PUBLIC UTILITIES COMPANY FOR WHATEVER REASON FAILED TO PROPERLY MAINTAIN RECORDS IN VIOLATION OF RULE 25-7-083(4)(A).

FPU IN IT'S DEFENSE OFFERS GENERAL HERESAY THROUGH TROY MAINTAINING IN IT'S WRITINGS AND ORAL STATEMENTS THREE(3) DIFFERENT UNWEIGHTED REFERENCES TO HOW WHEN AND WHERE THIS DEPOSIT MADE.

STAFF AND THE THREE COMMISSIONERS IN APPARENT ZEAL TO COVER FPU'S VIOLATION BRUSHES ASIDE THE FACTS; THAT THE DEPOSIT RECEIPT MAKES NO MENTION OF ALFRED BYRD D/B/A MOTHER'S KITCHEN. IT DOES IN FACT HOWEVER SHOW THE NAME OF THE ACCOUNT AS MOTHER'S KITCHEN LTD.

ADDITIONALLY THE COMPLAINANTS OFFERED WEIGHTED (NOTARIZED AND SWORN STATEMENTS) DEMONSTRATING THAT THE DEPOSIT WAS INDEED MADE AS STATED IN THE COMPLAINT.

2. IN JULY 96 MOTHER'S KITCHEN LTD. DID PROVIDE A SECOND DEPOSIT DEMANDED BY MS. KEITT OF THE SANFORD OFFICE OF FPU. SAID SECOND DEPOSIT OF \$500.00 WAS MADE ALONG WITH A \$2100 DEMAND PAYMENT REQUESTED BY MS. KEITT. AS WE WERE NOT RECEIVING ACTUAL BILLS AND PAYING AMOUNTS MS. KEITT WAS DEMANDING WE DID NOT QUESTION AMOUNTS WE WERE BEING TOLD TO PAY. SAID PAYMENT DESCRIBED ABOVE WAS MADE AND FOR SOME REASON NOT RECORDED UNTIL AUGUST 96.

FPU IN IT'S DEFENSE OFFERS GENERAL HERESAY THROUGH TROY MAINTAINING THAT THE \$521.00 PAYMENT SHOWN IN IT'S RECORDS AS A SINGLE CASH PAYMENT; WAS ACTUALLY A COMBINATION PAYMENT FROM \$290.00 PAID TO THEM IN JULY 95 WHICH WAS SUPPOSEDLY PLACED IN PETTY CASH AND NOT RECORDED FOR SOME SIXTEEN DAYS LATER AT WHICH TIME IT WAS SUPPOSEDLY COMBINED WITH ANOTHER PAYMENT AT THAT TIME.

STAFF AND THE THREE COMMISSIONERS DO NOT ASK FOR PETTY CASH RECORDS OR ANY FORM OF DOCUMENTATION TO VERIFY HIS RIDICULOUS ASSERTION AND THEY CHOSE TO COMPLETELY OVERLOOK THE VIOLATION OF TAKING PAYMENTS AND PLACING THEM IN PETTY CASH INSTEAD OF IMMEDIATELY CREDITING THE ACCOUNT IF TROY'S STORY WERE TRUE.

COMPLAINANTS OFFERED VALID RECEIPT FOR FUNDS WHICH WERE NOT CREDITED TO THEIR ACCOUNT. WEIGHTED DOCUMENTATION OF HOW THE DEPOSIT MONIES WERE OBTAINED AND HOW THEY WERE PAID.

FPU ONLY OFFERS STORIES ABOUT INEPT EMPLOYEES AND FAILURE TO ADHERE TO RULES. 25-7.083(4)(A) WAS CLEARLY VIOLATED.

3. FLORIDA PUBLIC UTILITIES COMPANY VIOLATED RULE 25-7.089(2)(G) IN THAT FPU DISCONNECTED SERVICE NO LESS THAN FOUR TIMES WITHIN A THREE MONTH PERIOD WITH

NO WRITTEN NOTICE BEING GIVEN TO US PRIOR TO THEIR PERSON COMING OUT TO DISCONNECT SERVICE.

FPU WAS INTENTIONALLY AND MALICIOUSLY CREATING THESE SITUATIONS BY FAILING TO ADDRESS BILLINGS PROPERLY AND PUTTING THE PROPER NAMES ON THE BILLINGS AFTER BEING REQUESTED TO DO SO.

STAFF AND THE COMMISSIONERS CHOOSE TO IGNORE THE HISTORY OF THE RECORD AND ADDRESS ONE SINGLE INCIDENT GIVING THE FPU THE EXCUSE THAT IF THE MAIL WAS IMPROPERLY DIRECTED BY THE POSTAL SERVICE; FPU CAN NOT BE HELD ACCOUNTABLE. COMPLAINANTS MAINTAIN THAT HAD FPU ACTED PROPERLY NO SUCH SITUATION WOULD HAVE EXISTED.

STAFF AND THE THREE COMMISSIONERS ONCE AGAIN TAKE TROY'S WORD WITHOUT WEIGHTED DOCUMENTATION AS TO THE CIRCUMSTANCES WITH NO INDEPENDENT PROOF.

HOWEVER THE COMPLAINANTS FIND IT VERY STRANGE THAT WHATEVER DOCUMENTATION IS PROVIDED BY TROY COMES AFTER HE IS CONFRONTED AND AT THAT TIME HAS NO DOCUMENTS TO OFFER BUT AFTER GOING BACK TO HIS OFFICE IS ABLE TO PRODUCE SOMETHING THAT DID NOT PREVIOUSLY EXIST.

4. FLORIDA PUBLIC UTILITIES COMPANY VIOLATED RULE 25-7.089(3) IN THAT FPU DID IN FACT DISCONNECT SERVICE ON SEPTEMBER 12, 1996 CLAIMING PAST DUE AMOUNTS. COMPLAINANTS DID IN FACT PAY THE REQUESTED AMOUNTS ON THAT SAME DAY.

THE REASON AS REPORTED FOR THE DISCONTINUANCE OF SERVICE WAS SATISFACTORY ADJUSTED AS PROVIDED BY RULE.

HOWEVER INSTEAD OF ADMINISTERING A RECONNECTION AS PROVIDED BY RULE; FPU SENT A SERVICEMAN OUT WHO FIRST DISABLED THE BUSINESS' APPLIANCE AND REFUSED TO REPAIR SAME DISPIE BEING REQUESTED TO DO SO. (TROY IN INFORMAL CONFERENCE WHEN CONFRONTED BY ANTHONY BROOKS WITH REFERENCE TO THE REQUESTED REPAIR STATED OPENLY HE HAD NO REASON TO DOUBT MR. BROOKS' ACCOUNT OF THAT CONVERSATION WITH REGARDS TO THE DEMAND FOR REPAIR.

ADDITIONALLY, THE BUSINESS HAD ANOTHER APPLIANCE ON HAND WHICH COULD HAVE BEEN USED TO MITIGATE LOSSES FPU AND IT'S SERVICEMEN WERE CAUSING AS THEY AGREED IT WAS NOT DEFECTIVE. THE SERVICEMAN HAD EFFECTIVELY CAPPED OFF AND SHUT OFF GAS SUPPLY TO THE PIECE OF EQUIPMENT THEY WERE CLAIMING TO BE DEFECTIVE. THEY HAD NO REASON TO SHUT OFF THE SERVICABLE ONE.

FPU ADMITTED IN INFORMAL CONFERENCE THAT "THEY HAD NO REASON TO TURN OFF SERVICE TO THE SERVICABLE PIECE OF EQUIPMENT. THUS ADMITTING VIOLATION OF THIS RULE.

FPU SOUGHT TO COVER THE SECOND PART OF THE COMPLAINT WITH REGARDS TO VIOLATION OF THIS RULE BY SUBMITTING A STATEMENT FROM THE SERVICEMAN. COMPLAINANTS RESPONDED WITH SWORN STATEMENTS FROM WITNESSES WHO OBSERVED THE SERVICEMAN ON THE DATE IN QUESTION.

STAFF AND THE THREE COMMISSIONERS SEEK TO COVER THIS VIOLATION BY TAKING THE SERVICEMAN STATEMENT AS FACT DISPISTE DIRECT REFUTING DOCUMENTATION AND TO TOTALLY IGNORE TROY'S ADMISSION.

5. FPU VIOLATED RULE 25-7.089(5) IN THAT THE CUSTOMERS OF THE ACCOUNT NEVER REQUESTED A DISCONNECTION; AND AT NO TIME DID FPU PROVIDE IN WRITING A REASON FOR SUCH REFUSAL OR DISCONTINUANCE.

FPU ASSERTS IN IT'S DEFENSE THAT WE WERE NOT THE CUSTOMER OF RECORD. HOWEVER THROUGHOUT THE MONTHS OF JULY, AUGUST AND THE EARLY PART OF SEPTEMBER 96 THEIR DEMANDS FOR PAYMENTS WERE DIRECTED TO US MOST TIMES AT OUR HOMES. AT NO TIME AFTER JULY 96 DID THEY TRY TO CONTACT BYRD ABOUT THE ACCOUNT.

BY THEIR OWN ADMISSION COMMUNICATIONS ABOUT THE STOVE AND OTHER MATTERS WERE HAD WITH US. IF IT WAS NOT OUR ACCOUNT WHY DID THEY BOTHER TO CALL, TALK TO OR THREATEN US; WHY DID THEY NOT JUST DO WHAT THEY PLEASD AND TALK TO BYRD. THEIR ASSERTIONS OF NOT KNOWING ABOUT A PARTNERSHIP IN MARCH IF BELIEVED CAN ACCOUNT FOR FAILURE TO CONTACT US ABOUTG PAST PROBLEMS OR CONFUSION ABOUT THE PEOPLE ON THE ACCOUNT BUT AFTER JULY 96 THERE COULD BE NO CONFUSION ABOUT THE ACCOUNT AND EXACTLY WHOSE ACCOUNT IT WAS.

STAFF AND THE THREE COMMISSIONERS SEEK TO COVER THIS VIOLATION BY ONCE AGAIN TAKING TROY'S WORD WITHOUT DOCUMENTED VERIFICATION AND IGNORE DOCUMENTATION TO THE CONTRARY.

6. FPU VIOLATED RULE 25-7.089(6)(a) IN THAT THEY SOUGHT DISCONNECTION AND/OR DISCONTINUANCE OF SERVICE FOR LATE PAYMENTS WHICH THEY OFF AND ON CLAIMED WAS BYRD'S ACCOUNT. WE WERE BEING FORCED TO PAY BYRD'S BILL EVEN THOUGH BYRD WAS NO LONGER THERE AND WE HAD PAID A DEPOSIT.

FPU IN IT'S DEFENSE SEEKS TO PURPORT AT ONE INSTANCE THAT DISCONNECTION WAS MADE FIRST BECAUSE WE WERE DELIQUENT; THEN SECONDLY BECAUSE OF FAULTY EQUIPMENT AND WHEN THEY SAW A CLEARING OF ONE AND OPPOSITION TO THE SECOND; THEN THEY CAME UP WITH BYRD REQUESTING DISCONNECTION. AFTER TAKING FUNDS FROM US TO BRING THE ACCOUNT CURRENT; THEY THEN MAINTAINED DISCONNECTION BECAUSE BYRD AFTER MONTHS SUPPOSEDLY CAME UP AND ASK FOR DISCONNECTION.

COMPLAINANTS MAINTAIN THAT FPU TOOK THEIR DEPOSITS IN MARCH AND JULY 96 AND THEY WERE THE RIGHTFUL CUSTOMERS OF RECORD AT BOTH POINTS.

HOWEVER; IF AS FPU MAINTAINS THEY MADE BYRD THE CUSTOMER OF RECORD IN MARCH THEN THEY SHOULD NOT HAVE FORCED PAYMENT OF BYRD'S ACCOUNT ON THEM.

NOTE: THE BUILDING THE BUSINESS WAS IN HAD A SIGN APPROXIMATELY SIX FEET HIGH AND TEN FEET WIDE DEPICTING MOTHER'S KITCHEN LTD. AND THE NAME OF EACH AND EVERY PARTNER ON IT THERE IS ABSOLUTELY NO WAY A GAS COMPANY OFFICER OR SERVICEMAN COULD HAVE ENTERED THE BUILDING WITHOUT SEEING IT.

7. FPU VIOLATED RULE 27-7.089(6)(E) IN THAT THEY IMPROPERLY SOUGHT PAYMENT OF AN ACCOUNT WHICH THEY WERE MAINTAINING IN JULY 96 WAS BYRD'S ALONE BUT BEFORE THEY WOULD ALLOW US AN ACCOUNT WE HAD TO PAY ALL OF BYRD'S BILL AND OUR OWN DEPOSIT.

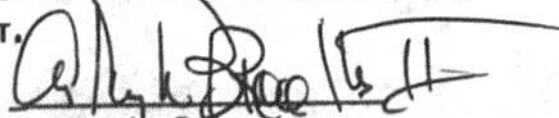
FPU IN IT'S DEFENSE SEEKS TO MAINTAIN THAT THE ACCOUNT WAS NOT PAST DUE WHEN THIS OCCURRED. HOWEVER THE REASON THE CONVERSATION WAS TAKING PLACE IN JULY 96 WAS BECAUSE THE ACCOUNT WAS NOT ONLY PAST DUE BUT FPU HAD A BAD CHECK FROM BYRD THEY WANTED US TO PAY FOR.

8. MATERIAL FACTS DEMONSTRATE FPU VIOLATED ALL OF THE RULES PUT FORTH ABOVE.

DEMAND FOR RELIEF

COMPLAINT AGAINST THE FLORIDA PUBLIC UTILITIES COMPANY IS WEIGHTED AND CONSIDERABLE COMPLAINANTS ARE DESERVING OF SANCTIONS AND REFUND OF DAMAGES, DEPOSITS AND UNRECORDED PAYMENTS. COMPLAINANTS ARE ALSO DESERVING OF A FINDING IN THEIR FAVOR.

COMPLAINANTS WOULD SEEK AND DEMAND REFUND OF \$521.00 TAKEN IN JULY 96 AS A DEPOSIT, \$290.00 IN U.S. CURRENCY TAKEN AND NOT RECORDED BY FPU, \$261.00 PAID IN SEPTEMBER 96, \$160.00 PAID IN JULY 96, \$172.00 PAID IN AUGUST 96 AND \$110.00 PAID IN AUGUST 96 ALONG WITH INTEREST.


ANTHONY L. BROOKS

DANIELE M. DOW-BROOKS
EDDIE HODGES
ARTHUR L. BROOKS

CERTIFICATE OF SERVICE:

I HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE FOREGOING WITH ATTACHMENTS WAS MAILED TO THE FLORIDA PUBLIC UTILITIES COMPANY AT POST OFFICE BOX 3395 WEST PALM BEACH, FLORIDA 33402 THIS 15th DAY OF OCTOBER 1997.


ANTHONY L. BROOKS

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of Mother's
Kitchen Ltd. against Florida
Public Utilities Company
regarding refusal or
discontinuance of service.

DOCKET NO. 970365-GU
ORDER NO. PSC-97-1133-FOF-GU
ISSUED: September 29, 1997

The following Commissioners participated in the disposition of this matter:

JULIA L. JOHNSON, Chairman
J. TERRY DEASON
SUSAN F. CLARK
DIANE K. KIESLING
JOE GARCIA

NOTICE OF PROPOSED AGENCY ACTION
ORDER DENYING COMPLAINT

BY THE COMMISSION:

NOTICE is hereby given by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

Case Background

On September 17, 1996, Mr. Anthony Brooks II filed a complaint with this Commission's Division of Consumer Affairs ("CAF") against Florida Public Utilities Company ("FPUC" or "Company"). Mr. Brooks claimed that gas service to his business, Mother's Kitchen Restaurant ("Mother's Kitchen"), was improperly disconnected by FPUC. The following correspondence was provided to CAF:

- On September 20, 1996, CAF received a letter from Mr. Brooks that set forth the allegations of his complaint against FPUC ("initial written complaint").
- By letter dated September 19, 1996, FPUC responded to the complaint ("initial response").
- On November 6, 1996, CAF received by fax a letter from Mother's Kitchen that set forth allegations of specific rules violations by FPUC ("second written complaint").

- By letter dated November 26, 1996, FPUC responded to each specific allegation ("second response").
- By letter dated November 30, 1996, Mother's Kitchen offered rebuttal to FPUC's letter of November 26 ("November 30 letter").

An informal conference concerning the complaint was held February 24, 1997, ("first informal conference") and was attended by representatives from Mother's Kitchen ("Complainants"), FPUC, and CAF. The Complainants stated then that they sought payment from FPUC of \$862.00, which included mostly amounts paid on its account for service received, and sanctions against the Company. The parties did not reach a settlement agreement at the informal conference.

This Commission heard discussion concerning this complaint at our May 6, 1997, agenda conference. We voted to approve our staff's recommendation but later voted to reconsider our decision when we learned that the Complainants had arrived to present their case. At agenda, the Complainants alleged, for the first time in this proceeding, that they had paid FPUC \$500 on July 11, 1996, as a security deposit for a new account for Mother's Kitchen. We deferred a decision on the matter to allow our staff additional time to investigate this new allegation. In addition, we instructed our staff to further investigate the circumstances surrounding FPUC's refusal to reconnect service to Mother's Kitchen on September 13, 1996.

Commission staff from CAF, the Division of Electric and Gas, and the Division of Legal Services conducted an informal meeting with the Complainants and FPUC in Orlando, Florida, on July 7, 1997 ("second informal conference", for the purpose of obtaining additional information and to discuss the possibility of settlement. The parties did not reach a settlement agreement. The Complainants seek payment of \$1,072.72 and sanctions against the Company.

Mother's Kitchen Ltd. ("MKL") is a partnership between Mr. Alfred Byrd, Ms. Daniele M. Dow, Mr. Eddie Hodges, and Mr. Arthur Brooks. Mr. Anthony Brooks II represents the partnership interest of his wife, Daniele M. Dow. The partnership was created for the purpose of operating Mother's Kitchen.

According to its records, FPUC received on March 21, 1996, a deposit of \$200.00 to establish an account for Mother's Kitchen. On March 22, 1996, FPUC commenced service for the account in the name of Alfred Byrd, d/b/a Mother's Kitchen. At no time was the account listed in any other manner.

During the term of Mother's Kitchen's account with FPUC, a dispute arose between Mr. Alfred Byrd and his partners. This dispute concerned, in part, control over the account. The Complainants allege that FPUC improperly established the account in Mr. Byrd's name. (Although Mr. Byrd allegedly did not participate in the day-to-day operations of Mother's Kitchen after July 11, 1996, he remained a partner. The complaining partners -- all of the partners except Mr. Byrd -- are simply referred to as "Complainants" in this Order.)

During the months of June, July, and August, 1996, the Mother's Kitchen account accrued past due balances for gas service. In each of those months, Mother's Kitchen made last minute payments to avoid discontinuance of service.

On September 12, 1996, FPUC discontinued service to Mother's Kitchen due to nonpayment of past due amounts for service received. Payments of \$230.04 for past due amounts and \$31.00 for a reconnect fee were made later that day by the Complainants, and FPUC scheduled reconnection for the following morning. Early the following morning, Mr. Byrd requested that FPUC disconnect service to Mother's Kitchen. The gas service was not reconnected that day. The Complainants allege that FPUC improperly disconnected, or failed to reconnect, gas service to Mother's Kitchen.

Establishment of the Original Account

The Complainants allege that the Mother's Kitchen account was inappropriately established in the name of Alfred Byrd. The Complainants cite Rule 25-7.083(4)(a), which provides that "[e]ach utility having on hand deposits from customers . . . shall keep records to show the name of each customer making the deposit." Throughout its written complaints, the Complainants asserted that Mr. Anthony Brooks, in the presence of Mr. George Byrd, Mr. Leonard Brooks, and Mr. Alfred Byrd, presented to FPUC a security deposit of \$200 to establish gas service for Mother's Kitchen. The Complainants further asserted that they presented to FPUC, with the deposit, a Department of Revenue license naming Alfred Byrd, Eddie Hodges, and Daniele Dow-Brooks as owners of Mother's Kitchen. The Complainants claimed that Mr. Alfred Byrd was left by the others to obtain a receipt for the deposit, and, at that time, FPUC inappropriately placed his name on the receipt as the customer-of-record. The Complainants seek a full refund of this deposit.

The Complainants later gave statements that contradicted their written complaints. Mr. Anthony Brooks stated at the second informal conference that he and Mr. Harry Johnson accompanied Mr. Byrd to FPUC's office and left Mr. Byrd there with \$200 to use as a security deposit for gas service.

FPUC maintains that on March 21, 1996, a cash deposit was made in person by Mr. Byrd alone. FPUC asserts that it was provided no documentation showing the organization of Mother's Kitchen or the involvement in the business of individuals other than Mr. Byrd at any time before discontinuance of service on September 13, 1996. FPUC provided us copies of the deposit receipt and a work order for connection of service at Mother's Kitchen, signed by Mr. Byrd.

We find that FPUC acted in compliance with all applicable statutes and Commission rules concerning establishment of service and customer deposits. We believe that the deposit receipt on file with FPUC is the best evidence of who established the account. The deposit receipt for this account indicates that the account was established in the name of Alfred Byrd d/b/a Mother's Kitchen. In addition, the work order for connection of service displays the signature of Alfred Byrd.

Further, we find that FPUC should not be required to provide a refund of all or any part of the deposit made on the Mother's Kitchen account. The deposit was properly applied toward an outstanding balance of \$310.75 on September 19, 1996, leaving an unpaid balance of \$110.75. (After a subsequent payment by Mr. Byrd, the current account balance is \$88.00.)

Establishment of a New Account

As previously stated, the Complainants alleged at the May 6, 1997, agenda conference, that they paid FPUC \$500 on July 11, 1996, as a security deposit for a new account for Mother's Kitchen. The Complainants claimed that they made a \$524 payment on July 11, 1996, \$500 of which was intended as a deposit for a new account and \$24 of which was intended to cover a charge for service to a restaurant appliance. Mr. Anthony Brooks stated that FPUC provided him a receipt for this payment but that the receipt did not indicate it was a deposit receipt. FPUC responded by claiming that they have no record of a \$524 payment made on the Mother's Kitchen account at any time.

We can only conclude that a \$524 payment or \$500 security deposit was not made by the Complainants to FPUC on July 11, 1996. FPUC's records do not indicate any such payment or deposit, and the Complainants have not produced a canceled check or a receipt as proof of this payment. In addition, no evidence exists to indicate that Mother's Kitchen owed \$24 on July 11, 1996, for service to a restaurant appliance.

Since the May 6, 1997, agenda conference, the Complainants have alleged that they paid a \$500 security deposit in August 1996, rather than July. At the second informal conference, Mr. Anthony

Brooks insisted that he paid \$521.72 on August 28, 1996, \$500 of which was intended as a deposit for a new account and \$21.72 of which was intended to cover a service charge on the account. Mr. Brooks stated that FPUC provided him a receipt for this payment but that the receipt did not indicate it was a deposit receipt.

FPUC's records show a \$521.72 credit to the account on August 28, 1996. FPUC maintains that this credit consists of a \$231.72 cash payment (to cover a returned check and returned check charge) made on August 28, 1996 and a \$290 cash payment (to pay arrears) made on August 12, 1996. FPUC acknowledges that the \$290 payment should have been credited to the account on August 12, 1996, when it was made. FPUC claims that the payment was received late in the day and was placed in the office manager's petty cash box; the Company then corrected this error by crediting the account at the time the \$231.72 payment was received on August 28, 1996.

Again, we can only conclude that a \$521.72 payment or \$500 security deposit was not made to FPUC on August 28, 1996. The Complainants have not produced a canceled check or a receipt as proof of this payment. Furthermore, at the first informal conference, Mr. Anthony Brooks stated that the Complainants had, at one time, made a cash payment of \$231.72 to FPUC to cover a returned check and returned check charge; this statement clearly supports and is consistent with FPUC's position. Finally, no evidence exists to indicate that Mother's Kitchen owed a \$21.72 service charge to FPUC on August 28, 1996. Although FPUC admittedly mishandled the \$290 payment made August 12, 1996, it clearly corrected its error before it was reflected in any billing statement or resulted in any threat of discontinuance of service.

Further, we note that the Complainants' previous statements contradict the allegation that they provided a \$500 security deposit to FPUC. In an undated letter to FPUC, Mr. Anthony Brooks, on behalf of the partnership, wrote

[FPUC demanded] that we pay for a bad check Mr. Byrd had wrote (sic) them, pay off Mr. Byrd's bill and then pay \$500.00 additional to have the gas restored. Only after arguments and threats of legal action did they finally except (sic) the fact that they could not make us do both. Accordingly at their request and to prevent further loss of revenue did we pay for Mr. Byrd's bad check and bring the bill current.

In addition, in the initial written complaint, Mr. Anthony Brooks wrote

Diane [FPUC's Sanford Office Manager] stated[,] when we said we would open another account[,] that we would have to pay \$500.00 plus pay Mr. Byrd's bill and pay for a bad check Mr. Byrd had given them. . . . [We] told them we would do one or the other but not both. Diane and Dino [FPUC's Division Manager] then said they would allow service to remain in the company's name as it was if we paid for Mr. Byrd's bad check and paid on his back bill since it was in Mother's Kitchen name.

(Emphasis supplied by original author.) These statements also dispel the notions that the Complainants intended any payment to be applied as a security deposit for a new account or were led to believe that any payment would be so applied.

Based on the foregoing, we find that the Complainants did not make a deposit of \$500 at any time to establish a new account and, therefore, that FPUC acted in compliance with all applicable statutes and Commission rules concerning establishment of service and customer deposits.

Disconnection and Refusal to Reconnect Service

In its second written complaint, the Complainants cite five subsections of Rule 25-7.089, Florida Administrative Code, that were allegedly violated by FPUC. We find that FPUC acted in compliance with each of the rules cited by the Complainants, as stated below. Accordingly, we find that FPUC should not be required to provide a refund of any amounts paid for service or fees on the Mother's Kitchen account.

1. The Complainants allege that FPUC violated Rule 25-7.089(2)(g), Florida Administrative Code, which provides that a utility may refuse or discontinue service "[f]or nonpayment of bills . . . only after there has been a diligent attempt to have the customer comply, including 5 working days' written notice to the customer, such notice being separate and apart from any bill for service."

In its second response, FPUC states that a disconnect notice for September 10, 1996, in the amount of \$230.04 was mailed to the Complainants at the restaurant's physical address on August 30, 1996. FPUC provided us a copy of that notice. FPUC states that payment was not made on the account, and service was disconnected on September 12, 1996.

We find that FPUC acted in compliance with Rule 25-7.089(2)(g), Florida Administrative Code. The copy of the notice

provided by FPUC clearly shows that it was sent in the time frame required by the Rule. The Complainants contend they never received this notice. They assert that the U.S. Postal Service was rerouting mail from FPUC to Mr. Byrd's personal post office box because Mr. Byrd's name appeared on the bill. Even if this assertion is true, FPUC cannot be held responsible for the U.S. postal service's routing of properly addressed mail.

2. The Complainants allege that FPUC violated Rule 25-7.089(3), Florida Administrative Code, which provides that "[s]ervice shall be restored when cause for discontinuance has been satisfactorily adjusted." They allege that FPUC's serviceman intentionally damaged a control knob, thereby creating a leak on the restaurant's stove, in order to avoid reinstating service on the account after payment of past due amounts and a reconnect fee was made on September 12, 1996. The Complainants allege that they wanted the service reconnected and offered to pay for any repair necessary to reinstate service, but FPUC's serviceman refused.

The FPUC serviceman sent to reconnect service, Mr. Bill McDaniel, provided a signed statement concerning the events that occurred on September 12, 1996. Mr. McDaniel stated that a meter test on the gas line revealed a leak somewhere on the Complainants' side of the meter. Mr. McDaniel further stated that, after inspection, he discovered that the threads of an oven pilot adjustment screw were worn out, allowing gas to leak. Mr. McDaniel stated that Mr. Anthony Brooks refused his offer to attempt to repair the leak, so Mr. McDaniel capped and plugged the gas line to the range. According to Mr. McDaniel, Mr. Brooks refused to sign the Hazardous Condition Report and red tag prepared by Mr. McDaniel. FPUC provided a copy of the Hazardous Condition Report which indicates that the customer refused to sign it. Mr. McDaniel stated that the only other gas appliance did not appear to be leaking gas. When he returned to his truck, Mr. McDaniel was called by the FPUC office and told to turn off the meter and lock it, which he then did.

At the second informal conference, FPUC explained its decision to not reconnect service to Mother's Kitchen on September 13, 1996. Management at FPUC's Sanford office contacted Mr. Darryl Troy, an FPUC vice president, to discuss the situation that morning. After being advised of the circumstances, Mr. Troy ordered that service be disconnected for the following reasons: (1) there was a leak and a dangerous condition; (2) the Complainants refused to sign the Hazardous Condition Report prepared by FPUC's serviceman and refused to authorize repair of the leak; (3) Mr. Byrd had requested early that morning that service on the account be terminated; and (4) the account had been in arrears since the due date of the first payment.

We find that Mr. Troy, based on the information provided to him, made a reasonable management decision to refuse to reconnect service to Mother's Kitchen. First, FPUC's serviceman located a gas leak, which the Complainants refused to acknowledge by refusing to sign a hazardous condition report prepared by the serviceman. Rule 25-7.089(2)(h), Florida Administrative Code, provides that a utility may refuse or discontinue service "[w]ithout notice in the event of a condition known to the utility to be hazardous." Second, the customer-of-record, Mr. Byrd, requested that the account be terminated. We believe that FPUC's decision to follow the instructions of the customer-of-record was reasonable. FPUC was placed in the middle of a partnership dispute over control of the account; we believe it would be inappropriate to find that FPUC improperly refused to reconnect service under the circumstances.

We note two final points on this subject. First, FPUC's Sanford office manager, Ms. Diane Keitt, telephoned Mr. Anthony Brooks on the morning of September 13, 1996, to inform him that Mr. Byrd had requested disconnection of service. During the conversation, Ms. Keitt advised Mr. Brooks that FPUC would leave the account on for three days to allow Mr. Brooks time to establish a new account. After this conversation, Mr. Troy was notified of the gas leak at Mother's Kitchen and the Complainants' refusal to sign a hazardous condition report. We are unaware whether Ms. Keitt informed Mr. Troy of her offer to Mr. Brooks before Mr. Troy ordered the serviceman not to reconnect service. In any event, we believe that FPUC properly refused to reconnect service immediately due to the presence of a gas leak and the Complainants' failure to acknowledge the hazardous condition.

Second, there is no evidence to indicate that FPUC's serviceman intentionally created a gas leak on an appliance at Mother's Kitchen in order to avoid reconnecting service. Pursuant to Rule 25-7.037, Florida Administrative Code, gas utilities are required to make a general inspection and adjustment of all appliances affected by a change in character of service, including a change in gas pressure or any other condition or characteristic which would impair the safe and efficient use of the gas in the customer's appliances. Such an inspection is required for safety purposes after any outage or disconnection of service. FPUC's serviceman stated that, while performing a safety inspection before reconnecting service at Mother's Kitchen on September 13, 1996, he conducted a meter test which revealed the presence of a leak. Searching for the leak, he removed the side plate of the range, recognized the odor of gas, soaped the valves and fittings, and located the leaking part. We believe that the serviceman was simply performing his job and was not creating leaks.

3. The Customer alleges that FPUC violated Rule 25-7.089(5), Florida Administrative Code, which provides that "[i]n case of refusal to establish service, or whenever service is discontinued, the utility shall notify the applicant or customer in writing of the reason for such refusal or discontinuance."

In its second response, FPUC states that it never refused service to the Complainants. FPUC asserts that Mr. Byrd requested service on the account be terminated on September 13, 1996. FPUC further asserts that the Complainants did not provide the deposit required to establish service under a new account.

We are uncertain as to what exactly the Complainants' allegation relates. If, as FPUC appears to assume, the allegation relates to refusal of service, we find that FPUC acted in compliance with the Rule. After Mr. Byrd requested termination of service on the account on September 13, 1996, the Complainants had the opportunity to establish service under a new account, provided they pay the necessary deposit, but they chose not to do so. If the allegation relates to discontinuance of service for nonpayment, we find that FPUC acted in compliance with the Rule for reasons stated previously. If the allegation relates to discontinuance of service at the request of Mr. Byrd, we find that the Rule is inapplicable. When a customer voluntarily requests discontinuance of service from a utility, the utility is not required to notify that customer of the discontinuance. Rule 25-7.089(5), Florida Administrative Code, is not intended to govern voluntary disconnections.

4. The Complainants allege that FPUC violated Rule 25-7.089(6)(a), Florida Administrative Code. Rule 25-7.089(6) lists grounds which do not constitute sufficient cause for refusal or discontinuance of service to an applicant or customer. Subparagraph (a) of the Rule provides that one of those grounds is "[d]elinquency in payment for service by a previous occupant of the premises unless the current applicant or customer occupied the premises at the time the delinquency occurred and the previous customer continues to occupy the premises and such previous customer will receive benefit from such service."

In its second response, FPUC states that the Complainants were not refused service because of the delinquency of a previous tenant. FPUC notes that the account was not delinquent on September 13, 1996, when Mr. Byrd requested termination. FPUC also notes that Mr. Byrd was the "current tenant" through September 13, 1996.

We find that Rule 25-7.089(6)(a), Florida Administrative Code, is inapplicable to this situation. Mr. Byrd was the customer-of-

record and "current occupant" from the inception of the Mother's Kitchen account until he requested disconnection on September 13, 1996. The Complainants never opened an account separate from the original Mother's Kitchen account.

At the first informal conference, Mr. Anthony Brooks stated that he paid FPUC \$160 toward the account balance on July 11, 1996. At that time, according to Mr. Brooks, a new account should have been initiated in the Complainants' names. Clearly, however, FPUC is not restricted to accept payment on an account only from the account's customer-of-record. If an individual other than Mr. Byrd made payments on the Mother's Kitchen account, a new account would not automatically be opened for that individual, nor would that individual automatically become the customer-of-record.

5. The Complainants allege that FPUC violated Rule 25-7.089(6)(e), Florida Administrative Code. This Rule states that one of the grounds which does not constitute sufficient cause for refusal or discontinuance of service is "[f]ailure to pay the bill of another customer as guarantor thereof." In its second response, FPUC notes that Mr. Byrd was the customer-of-record and the account was not delinquent on September 13, 1996.

We find that Rule 25-7.089(6)(e), Florida Administrative Code, is inapplicable to this situation. Mr. Byrd was the customer-of-record on this account from inception until termination. There is no allegation and no evidence that the Complainants were guarantors of the Mother's Kitchen account.

6. We note that the Complainants also allege that FPUC violated Rule 25-7.048, Florida Administrative Code, concerning continuity of service. This Rule concerns unplanned service interruptions, not the type of planned discontinuance of service at issue in this docket. This Rule is inapplicable to this situation.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Florida Public Utilities Company properly established service in the name of Alfred Byrd, d/b/a Mother's Kitchen, and managed the deposit for the Mother's Kitchen account in compliance with Commission rules concerning customer deposits. It is further

ORDERED that Florida Public Utilities Company administered the Mother's Kitchen account in compliance with Commission rules concerning refusal or discontinuance of service and all other applicable Commission rules. It is further

ORDER NO. PSC-97-1133-FOF-GU
DOCKET NO. 970365-GU
PAGE 11

ORDERED that Florida Public Utilities Company shall not be required to provide a refund of all or any part of the deposit made on the Mother's Kitchen account or any amounts paid for service or fees on the Mother's Kitchen account.

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective unless an appropriate petition, in the form provided by Rule 25-22.036, Florida Administrative Code, is received by the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings or Judicial Review" attached hereto. It is further

ORDERED that in the event this Order becomes final, this Docket shall be closed.

By ORDER of the Florida Public Service Commission this 29th day of September, 1997.

/s/ Blanca S. Bayó
BLANCA S. BAYÓ, Director
Division of Records and Reporting

This is a facsimile copy. A signed copy of the order may be obtained by calling 1-850-413-6770.

(S E A L)

WCK

DISSENT

Chairman Johnson and Commissioner Garcia dissent.

FLORIDA PUBLIC SERVICE COMMISSION
CAPITAL CIRCLE OFFICE CENTER -
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

MOTHER'S KITCHEN LTD.
POST OFFICE BOX 1363
SANFORD, FLORIDA 32772

DOCKET NO. 970365-GU

against;

FLORIDA PUBLIC UTILITIES
COMPANY
POST OFFICE BOX 3395
WEST PALM BEACH, FLORIDA 33402-3395

NOTICE OF PROTEST

COMES NOW, Daniele M. Dow-Brooks, Eddie Hodges and Arthur Brooks, would file this their official protest to proposed agency action in this matter; and as grounds for such, would offer the following:

1. Proposed agency action is being considered based upon a wholly false and bias report from Staff.

(a). Staff Reccorendations:

Page 2 paragraph three(3): Staff alleges that the first tire retention of a \$500.00 security deposit for a new account was at an agenda hearing on 5/6/97.

This is totally false as Mr. Plescow was advised of this fact on 2/11/97 during a telephonic communication with Anthony Brooks over speaker phone which was witnessed by Daniele, Lind Jackson and Leonard Brooks.

Page 2 paragraph six(6): Staff asserts that on March 22, 1996 service for the account was correnced in the nare of Alfred Byrd d/b/a Mother's Kitchen. Staff attaches an exhibit to it's Reccorrendation showing receipt of deposit for \$200.00 as proof of this.

Said exhibit indeed does not reflect staff assertion but rathe substanuates complainant's clair in that the exhibit clearly shows the deposit was credited to Mother's Kitchen with Alfred Byrd nare and adress being shown for railing purposes.
Staff once again puts forth a false assertion.

Page 3 paragraph one(1): Staff asserts "this dispute concerned in part control over the account".

Another false protrayal by staff; since any disagreeent by

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the parties of the partnership centered around Mr. Byrd's theft of company funds of which FPU was not a party no control of FPU accounts could be in question.

Rather Staff members had been told time after time that the Partnership's problems with FPU's handling of the account after Byrd left and Keitt and Dino's harassment of the Partnership and business due to friendship with Byrd.

If as Staff asserted before the Commission that this case for FPU was an anomaly is true. Then their own words support our contention.

Page 3 paragraph two(2): Staff assertion that the months of June, July and August 1996 the account accrued past due balances and last minute payments to avoid discontinuance of service.

Another distorted allegation put forth by staff; for if any part of the record is to be believed; it clearly shows that past due amounts were present from inception April, May as well as June, July and August.

An omission deliberately made by staff to tilt the facts of this matter and detract away from the real reason the account was always late; and that was due to FPU's refusal to direct billings to the business; after they were requested to do so. Therefore FPU assured continuing late payments because parties paying the bill never received them.

Page 3 paragraph three(3): Staff asserts that Mr. Byrd requested that FPU disconnect service; on 9/12/96.

Staff deliberately omits the fact that Byrd had made the same request in July 96 and FPU did not disconnect service at that time.

An important fact when you consider that at that time if FPU had maintained the account as Byrd's they would have been stuck with a hefty account balance along with returned check by Byrd. Instead FPU through the guise of having corrected the account; extorted those balances from the Partnership by every other week threatening to discontinue service unless payment was made by the partners not Alfred Byrd. Finally when the partners brought the account current FPU using the same ruse of Byrd requesting discontinuance to improperly shut off service to the partnership.

Page 4 paragraph two(2); Staff asserts that no member of the partnership made a \$500.00 deposit to FPU.

This is a totally false assertion; in that on 7/11/96 Keitt from FPU's Sanford office advised Anthony Brooks in the presence of Harry O. Johnson; that the partnership would have to bring current the account of Byrd, pay five hundred dollars and pay service charges on the account for service to be continued. At that time Anthony only had \$160.00 on his person and after arguing the payment of Byrd's charges and threatening lawsuit Dino and Keitt took the \$160.00 and left service on with the remaining payment of the deposit to occur later that day when the money was obtained.

(Note: in hearing in Orlando Keitt alludes to Dino giving the partnership credit.. it is this arrangement to which she refers.)

At approximately 4:00 pm Brooks and Johnson returned and gave Keitt the \$521.00 she requested.

Note: at no time during the course of the partnership's transactions with FPU were we given billing statements or any documentation displaying why these funds were due; FPU was mailing billings directly to BYRD and we were being harassed at the business by telephone calls from Keitt and drop ins from people sent out to the business by Keitt. Keitt would state what was due and then state if she didn't have it in her office by a certain time service would be immediately interrupted.

Attached is sworn statements from Eddie Hodges stating he provided \$180.00 in cash to make up the deposit total and sworn statement from Arthur Brooks stating he had to borrow \$260.00 from Linda Jackson and provided it to make up the deposit total; and sworn statement from Linda Jackson stating she loaned Arthur Brooks the above referenced money to make up the total and sworn statement from Harry O. Johnson stating he provided the \$81.00 additional dollars to make up the total and accompanied Anthony with the money and saw it was given to Keitt.

ALL OF THIS INFORMATION WAS AVAILABLE TO STAFF IF THEY CHOSE TO PURSUE IT: BUT INSTEAD THEY WERE SO INTENT ON DISTORTING THE TRUTH AND MAKING US OUT TO BE LIARS IN SUPPORT OF FPU THEY DID NOT SEEK IT.

Page 4 paragraph four(4): Staff assertions with regards to Brooks statement at the second informal conference is totally false.

Brooks was referring to the second security deposit as Staff well knows.

Staff also knows from telephonic conversations that aside from George Byrd, Leonard Brooks and Alfred Byrd at the first deposit Brooks and Johnson was in Johnson's vehicle prepared to haul equipment. So Johnson was present at the first deposit also but no within earshot of what was being said.

ANOTHER STAFF DISTORTION IN SUPPORT OF FPU. One would almost think staff was employed by FPU.

Page 4 paragraph five(5): Staff assertions with regards to FPU consistently maintains that on 3/21/96 was made in person by Byrd alone.

This is FALSE; as staff well knows or should have known by FPU's own documentation as was pointed out to staff by Brooks depicting how in three separate documents; FPU give different versions of how the deposit was made.

Page 5 paragraph one(1): Staff alleges their exhibit of a deposit receipt demonstrates the account being established as Alfred Byrd d/b/a/ mother's kitchen.

This exhibit demonstrates the opposite of what staff alleges it shows the account in the NAME of Mother's Kitchen and reference to Byrd is in the address section for mailing purposes only.

ANOTHER STAFF DISTORTION OF FACT IN SUPPORT OF FPU.

Page 5 paragraph five(5): Staff asserts reference to the security deposit being made in August as opposed to previous statement of July.

STAFF DOES TWO THINGS HERE:

1. They outright lie; they were aware that at time discussions were directed towards how FPU was mis handling the account and recording transactions; Brooks pointed out the amount which they had recorded as being received on 8/28 was the amount of the deposit we had paid.
2. They distort the truth in their assertions as to what was on any receipt. Brooks did not have the receipt and was arguing it was not necessary since by record FPU was acknowledging

receipt of that amount.

Staff was further reriss in that they completely omitted from this paragraph that FPU was not able at the hearing to explain what the recorded payrent was for.

Or the fact that FPU with it's records present was not able to explain why a \$290.00 receipt was not recorded.

Page 5 paragraph six(6): Staff assertions of what FPU records show and what FPU raintains.

Staff on face value takes Troy's word(absent docurementation) on what the \$521.72 was supposed to represent.

Fpu could not and as of this date can not provide one piece of docurementation to support their assertions regarding the \$521.00 payrent. We can show by their own records that they admit to receiving this amount in one payrent.

They can not provide one billing statemerent showing where \$290. and \$231.72 was billed in August.

On the other hand we possess a receipt showing a \$290.00 payrent which was never recorded anywhere. The \$290.00 payrent was rade on 8/12 at the request of Keitt to claim the returned check of Byrd returned to ther on 7/24 and other charges she alleged to be due at the tire.

IF THE MADE UP STORY OF TROY IS TO BE BELIEVED ONE WOULD HAVE TO BELIEVE THAT THIS COMPANY HAD IN IT'S POSESSION A RETURNED CHECK ON 7/24 AND DID NOT INSIST IT BE TAKEN CARE OF WHEN A PAYMENT WAS MADE ON 8/12: INSTEAD THEY WOULD WAIT UNTIL 8/28 TO HAVE IT TAKEN CAREOF:

It rakes no sense. The \$290.00 payrent was for that check as we stated.and it was done on 8/12 as the receipt indicates. When you consider that the \$290.00 payrent of 8/12 was for the retruned check in their possession on 7/24. WHERE DID THE OTHER \$290.00 core from. And where is the \$231.72 why they allege to have been paid on 8/28 core from.

WE MADE NO PAYMENT ON 8/28; if such was rade why can't Troy produce the docurementation.

ADDITIONALLY: STAFF PRODUCES A FORGED \$150.00 WHY DID THEY NOT PRODUCE THE COPY OF THE \$211.72 WHICH WAS RETRUNED WHICH WOULD INDICATE THE DATE IT WAS RETRIEVED BY US.

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Instead of said assertions by staff it is more likely that Troy is telling the truth about Keitt putting money in petty cash and not posting it until 8/28. BUT TROY PURPOSELY IS NOT TELLING THAT THE ACTUAL AMOUNT WAS THE \$521.00 WHICH WAS PLACED THERE BY KEITT WHILE THEY DREAMED UP SOME WAY TO JUSTIFY HER IMPROPER HANDLING OF THE ACCOUNT WHILE LENDING SUPPORT TO HER FRIEND BYRD.

Page 6 paragraphs 1,2,3,4 and 5: Staff turns a blind eye to the obvious in an attempt to convince the commission that we are liars and FPU is telling the truth. In the paragraph above the true nature of Troy's unsupported statement has been shown to be false and highly unlikely.

Moreover we assert and it has been verified by FPU's own statements that what we paid was what was demanded by word of mouth from Keitt; the amounts she demanded we assured to be accurate since the actual billings were forwarded directly to Byrd and we never saw them. FPU admits they forwarded all bills to Byrd.

Throughout Staff's entire ramblings on page 6 no where do they explain or even attempt to explain why Troy would take payment when holding a returned check since 7/24 and not demand that check be taken care of when payment was made on 8/12.

Something which makes Troy's statement without merit and shows it to be exactly what it is an absurd ruse to cover their improper actions.

Page 8 paragraph one(1): Staff would have sane persons believe that after the many personal contacts by the partnership and FPU representatives; that FPU did not realize it was not dealing with Byrd. They never received one of the payments in question from Byrd, they did not converse with Byrd about late or overdue payments. the fact is in the real world if a company is not being paid or if they receive a bad check from the person of record; they do not talk to his employees, they seek to talk directly to him. This further demonstrates that FPU knew it was no longer dealing with BYRD but was dealing with the partnership and their acts support our contention of

that deposit was made and that FPU was obligated to ensure that proper billing was done.
Thus they did violate 25-7.089.

Page 9 paragraph two(2): Staff asserts a lie in the entirety of this paragraph.

Keitt never advised Brooks of any thing. Brooks talked directly to Troy.

In hearing in Orlando when Brooks in front of Troy made reference to this fact; Troy's response was "I don't doubt any of what Mr. Brooks is saying" AND MR. BROOKS DID SCREAM TO TROY THAT HIS PEOPLE FIX HIS STOVE AND THAT HE WOULD PAY FOR IT EVEN THOUGH HE AND OTHERS WATCHED HIS REPAIRMAN BREAK IT HE WOULD PAY FOR IT AND ARGUE THE FACT AFTERWARDS.

ADDITIONALLY BROOKS HAD OTHER SERVICABLE EQUIPMENT IN THE BUILDING WITH A GAS SUPPLY LINE WHICH WAS NOT FAULTY AND FOR WHICH TROY HAD NO REASON TO SHUT OFF THE SUPPLY.

So Staff in distorting the truth once again, does not report an accurate account to the commissioners.

Troy even admitted in hearing in Orlando that he was wrong to have the gas shut off.

But more serious than anybody is Staff:

First they accept the force of an assertion by FPU that they would have left the gas on until Monday... to skirt around one rule. Then in the same breath they have service disconnected and admit they should not have.

additionally FPU first gets money under threat of shutting off service for late payment. Then they maintain service was not denied for late payment because the account was current due to payment made the day before.

Any person could see FPU was engaging in play on words to avoid being hit with a violation of the rules. Something Staff should have been able to recognize and report accordingly.

STAFF's EXHIBITS:

- 1. Deposit Receipt already addressed above does not reflect what staff maintains.

8

2. Work Order: addressed with staff previously and is a clear case of FPU document creation in an attempt to cover it's self as there never has been a Vulcan Fryer present at that location.

So FPU is doing one of two things (a). falsely billing a custo for work on a non-existent piece of equiprent. or (b) lying about the order's existence prior to complaint.

3. Account Summary:

This document is faulty and in the Staff's zeal and bias disposition towards complainants contain knowingly false information.

Their attempt at agenda conference to explain away some of the errors not withstanding.

corrents on line 4 are false Arthur wrôte no checks and the check presented was forged. Attached are copied checks where byrd forged nares on ther. Anthony did not write this check.

corrents on line are not a true reflection of record since FPU records showed absolutely no entry for that date at all. Staff sought to cover this fact by not raking the notation on it's exhibit.

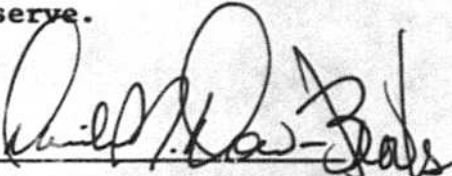
corrents on line 19 are likewise in nature as those on 18 above.

corrents on line 24 contradicts staff and FPU assertion that there was no delinquency at tire of shut off. as does line 23.

THEREFORE: If staff reasons for reccorrendations are faulty and staff's exhibits are faulty and Corriissioner Deason abruptly discussions on the ratter and Corriissioners Clark and Kiesling adrittly were confused as they at one point stated and was evidenced by their questions; then Complainants could not have recieved a fair and impartial hearing on their cause of action. As outlined above it is clear the FPU violated rules in record keeping(they adrit to this), violated rules in recieving and recording payrents(they adrit to this) and engaged in coverup activity to conceal their wrongful and adverse actions; which caused the derise of the complainants business; the harshest of sanctions is indeed

warranted and for the Commission to do less would be like a judge telling a thief you only stole a little so there will be no punishment at this time.

If the citizenry can not depend upon the Commission for protection from utilities then what purpose does the Commission serve.


Daniele M. Dow-Brooks


Eddie Hodges


Arthur Brooks

SWORN STATEMENT OF HARRY JOHNSON

I Harry O. Johnson, do hereby swear and attest to the following facts:

On March 21 1996 I along with Leonard brooks, George Byrd, Anthony brooks, Alfred Byrd did go to the Sanford Office of the Gas company for the purpose of paying a \$200.00 security deposit.

Additionally I went with Anthony Brooks after Keitt of the Gas company telephoned the restaurant at 8:00 am on 7/11/96 and spoke with me looking for Anthony Brooks and saying that gas would be turned off if he did not come to the gas company and make a payment.

I telephoned Brooks on his mobile phone and relayed Keitt's demand.

I was also present and heard Keitt's demand that Brooks pay Byrd's bill and give her \$521.00 and some cents for a security deposit. I heard Brooks question this and even heard him ask her how she came up with this figure when only a \$200.00 deposit was originally asked for.

I heard Keitt say the amount was for 500.00 deposit and some costs the account had.

I was also present when Arthur got the 260.00 from Linda and I travelled to Orlando and got the 180.00 from Eddie and gave them the remaining 81.00 out of my own pocket.

I was present with Anthony when we went back to Keitt later that day and she was given the 521.00.

Brooks had also given her 160.00 earlier.

I answered most of Keitt calls to the business which came almost bi-weekly and never asked for Byrd.

I was also present on 9/13/97 when the serviceman for the gas company arrived, I was outside the back door cleaning kitchen counters when he pulled up. He got out of his truck and went immediately inside the building. He did not stop at the meter. Once inside he stated to Aaron Williams the chef that we need to call Diane right away because Byrd was in their office and asking Diane to cut off the gas and not reconnect it. Aaron told him he would have to talk to Tony who was out front the serviceman without going back outside knelt down in front of the stove and took the front cover off. I went outside to get Tony.

When Tony came inside he asked the serviceman if the gas had been turned on, he said not yet and that Tony needed to call Diane. Tony told him he did not want to talk to her and that we were late opening because the gas was not turned on and that we would lose a lot of money if we did not open right away. The serviceman said over and over again while he was turning fixtures on the stove that we needed to call Diane. At no time during this time did he go anywhere, he just kept kneeling there and talking about Diane.

When he saw Tony was not going to call Diane he said you have a leak on the stove; Tony asked him how could he know that when he had not turned the gas on or checked anything. He stated he knew there was a leak and said he would show him.

He then got up and for the first time since he had arrived went to the meter. There he put some kind of tubing with dials on it and then came back inside and turned the oven on when he did this a flare shot up from a coupling on the stove. He said see there is the leak.

Tony stated to him that the leak was right where he had been turning on the coupling for the past half hour.

Tony also disputed the leak because with the flare shooting up like that; if that leak had been there all the while we would have seen it before and called for repair. Tony also questioned as it being very funny that the so called leak was now coming from something he had supposedly fixed previously.

Tony then demanded the Serviceman give him the name and number of the supervisor in their corporate offices. He did not and started saying that even if the leak was fixed he would not turn the gas on until we talked to Diane.

Tony then got the phone and called information for the corp. office. While Tony was on the phone the serviceman asked me and Aaron if the partners were having a problem because Al was at their office this morning demanding no service be provided. We told him he would have to ask Tony about that.

Tony was now screaming at someone he called Troy on the phone demanding that his stove be fixed and demanding that Troy instruct his serviceman who was still present to repair what he had broken.

Myself and Aaron clearly heard Tony tell Troy that he would pay for the repairs and argue about it later.

The serviceman stated he could not repair it now and said Tony would have to go to the office and ask for a work Order before repair could be made. Tony told him why; just turn the coupling back where it was before you turned the damn thing to cause the leak. The serviceman then wrote out a paper and asked Tony to sign it saying the stove was a hazard; Tony told him he was not signing anything and to do what he wanted to do to the stove and asked him he had found anything wrong with the fryer since he had not touched it. He stated the fryer was alright. Tony asked him to at least leave it on so we would not lose all the money invested today. He said I got no reason to turn it off and went outside he then came back in and said he was turning everything off and left.

It is important to note prior to talking about a leak or even before putting a tube with dials on the meter he went to his truck and talked with someone. Before turning off the gas the last time he did the same thing.

I know he did not go to the meter before entering the building because the meter was only five feet away from where I was working and I had been working there for a number of hours before I saw him drive up.

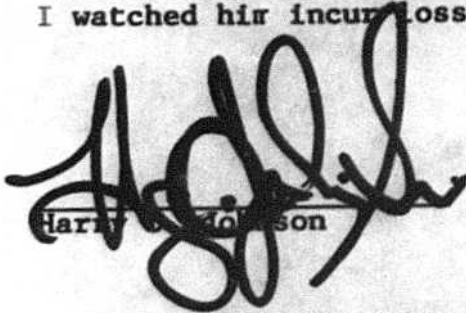
I watched hir very closely from the tire he had arrived until the tire he left; due to the problems we had been having with this company.

I was also present on July 5, 1996 when Alfred Byrd told Tony and the others that he was going to have his friends at the gas company put ther out of business.

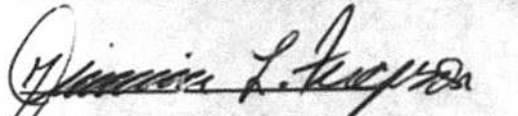
I was also present on July 7, 1996 when Alfred Byrd told Tony and the others that he had told Diane and Dino to turn off the gas.

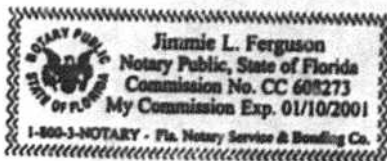
I went with Tony on 9/13/96 as he got money from the bank and went to our customers and refunded monies and paid monies to individuals who we could not supply the promised food in line with a two for one customer promotion promised and advertised for the date in question.

I watched hir incur losses of \$3732.00.


Harry Johnson

Sworn to and Subscribed to this 23 day of September 1997.


JIMMIE L. FERGUSON



STATEMENT OF LEONARD BROOKS

I, Leonard Brooks do hereby swear and affirm that on or about March 20, 1996 Al Byrd, Eddie Hodges, Arthur Brooks and Anthony Brooks in my presence was discussing the opening of Mother's Kitchen Restaurant.

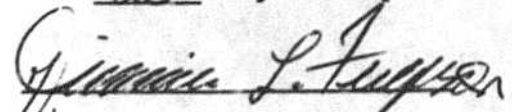
During the conversation Byrd sat down at my mother's home and advised the others that he had no money to help with the security deposits for the different utilities which would have to be turned on.

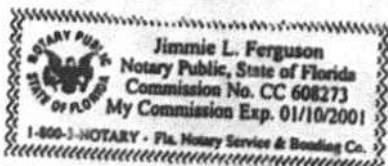
Eddie and Arthur produced a \$100.00 dollar bill each and gave them to Anthony to pay deposit on the gas on the morning of March 21, 1996.

As myself, George Byrd, and Harry Johnson was on hand to pick up tables at the restaurant, we went by the Gas Company and there I watched Anthony give Byrd the two one hundred dollar bills along with license papers in front of a rather large black female behind the counter.


Leonard Brooks

Sworn to and Subscribed to before me the undersigned authority this 23 day of September 1997.


JIMMIE L. FERGUSON



STATEMENT OF LINDA JACKSON

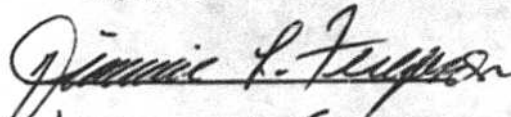
I, Linda Jackson, do hereby swear and attest to the fact that on 7/11/96, at my home Anthony and Arthur Brooks were discussing a demand from Keitt at the Gas Company for payment of \$521.00 on account of needing some type of security deposit. I also witnessed Anthony talking on the phone to Keitt about this.

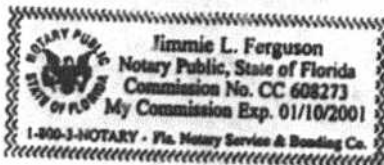
As they did not have the money on hand to meet the demand being made upon them I loaned Arthur \$260.00 which he gave to Anthony to take to the gas company.

I know of two other times Keitt called this residence looking for Anthony or Arthur.


Linda Jackson

Sworn to and subscribed to before me the undersigned authority this 23 date of September 1997.


JIMMIE L. FERGUSON



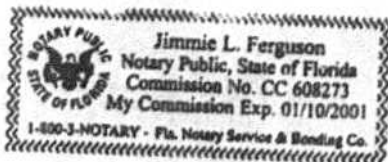
I, Eddie Hodges do hereby swear and affirm that on March 31, 1998 I gave Al Byrd and Anthony Brooks a \$120.00 Bill to pay deposit on gas company account. On 7/11/98 Harry Johnson call me at my job and told me that the gas company demanded a new deposit. I had Harry to meet me in Orlando, Florida and there I gave him \$120.00 to combine with money from the other partners to make up the \$201.00 being demanded from us by Kelitt at the gas company.

Eddie Hodges
AFFIRANT
(EDDIE HODGES)

Sworn to and subscribed before me this undersigned authority
this 23 day of SEPT, 1998.

Jimmie L. Ferguson
NOTARY SIGNATURE

JIMMIE L. FERGUSON
NOTARY NAME PRINTED



RE: FORGED CHECKS

BYRD WAS USING COMPANY FUNDS FOR PERSONAL USE, THIS WAS ACTUAL REASON FOR PARTNER DISPUTE AND HAD NOTHING TO DO WITH FPU.

BYRD ADMITTED FORGING NAMES & OTHER WRITINGS TO MAKE CHECKS LOOK LEGITIMATE. EXAMPLES SHOW HOW BYRD THROUGH TRACINGS AND OTHER TECHNIQUES FORGED WRITINGS ABOVE WHERE HE SIGNED AND SIGNATURE FOR PAYMENTS TO HIMSELF.

ANTHONY HAS NO REASON TO LIE ABOUT 15000 CHECK PRESENTED AFTER ALL IT WAS PAID FOR AND WOULDN'T AFFECT OUR CASE ONE WAY OR THE OTHER.

\$500⁰⁰ ADDITIONAL TO HAVE THE GAS RESTORED.

ONLY AFTER ARGUMENTS AND THREATS OF LEGAL ACTION DID THEY FINALLY ACCEPT THE FACT THAT THEY COULD NOT MAKE US DO BOTH.

ACCORDINGLY AT THEIR REQUEST AND TO PREVENT FURTHER LOSS OF REVENUE DID WE PAY FOR MR. BYRD'S BAD CHECK AND BRING THE BILL CURRENT.

THIS SITUATION IS TOTALLY UNEXCEPTABLE AND WE DEMAND THESE TWO INDIVIDUALS HAVE NOTHING MORE TO DO WITH OUR ACCOUNT.

Respectfully,
C. Ray L. Anderson
for Partnership of
Hodges, Brooks & Dow

Hand Delivered
7/11/96
By Army D. Johnson

63-1260/631

PAY TO THE ORDER OF

ALFRED BYRD

4/8 19 96

\$ 150.00

One hundred fifty dollars and 00/100 DOLLARS

Seminole National Bank
1780 Airport Blvd., Sanford, Florida 32771

FOR

For Supplies

Alfred Byrd

⑆⑆56 ⑆00000⑆5000⑆

HARLAND 833

#1

63-1260/631

PAY TO THE ORDER OF

CENTRAL SYSTEMS

4/10 19 96

\$ 490.00

four hundred and ninety dollars and 00/100 DOLLARS

Seminole National Bank
1780 Airport Blvd., Sanford, Florida 32771

030263877 0458 0596 02 01-15-96

FOR

Payment on acct.

Alfred Byrd

⑆00000⑆49000⑆

HARLAND 833



MOTHER'S KITCHEN
1744 W. AIRPORT BLVD.
SANFORD, FL 32771
PH. 407-321-8922

1006

63-1260/631

PAY TO THE ORDER OF

BRIEDMAN'S JEWELERS

4/17 19 96

\$ 82.00

Eighty Two Dollars AND 00/100 DOLLARS

Seminole National Bank
1780 Airport Blvd., Sanford, Florida 32771

⑆57238 0098 0098 02 04⑆

FOR

Paymt. on Account

Alfred Byrd

⑆000000⑆8200⑆

EDP LOCAL OFFICE CO

ACCOUNT NUMBER 01131A7252

CASH M/O CHECK

NAME Mothers Kitcher

ADDRESS 1744 W. Girport Blvd

DEPOSIT 200.00

BILL

CITY Alfred Bld ZIP _____

SERVICE CHARGE

BILL

HOME PHONE 204 134 WORK PHONE _____

SSN 265-40-724

TOTAL 200.00

PREPARED BY [Signature] DATE 3-21-96

OFFICIAL VALIDATION REQUIRED

SEE REVERSE SIDE FOR DEPOSIT CLAIMER

*Yes
NOTATION
of
DBA
Just
showing
MAYING
MADRID
for BYERS*