

ORIGINAL

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 rention 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' Reccorrendation showing receipt of deposit for \$200.00 as proof of this.

Said exhibit indeed does not reflect staff assertion but rather 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

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09973 SEP 29 5

FPSC-RECORDS/REPORTING

DOCUMENT NUMBER-DATE

09973 SEP 29 5

FPSC-RECORDS/REPORTING

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 was 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.

3  
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.

4  
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 to 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 miss 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

5  
receipt of that amount.

Staff was further remiss in that they completely omitted from this paragraph that FPU was not able at the hearing to explain what the recorded payment 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 maintains.

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

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

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

On the other hand we possess a receipt showing a \$290.00 payment which was never recorded anywhere. The \$290.00 payment was made on 8/12 at the request of Keitt to clear the returned check of Byrd returned to her on 7/24 and other charges she alleged to be due at the time.

IF THE MADE UP STORY OF TROY IS TO BE BELIEVED ONE WOULD HAVE TO BELIEVE THAT THIS COMPANY HAD IN IT'S POSSESSION 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 CARE OF:

It makes no sense. The \$290.00 payment 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 payment of 8/12 was for the returned check in their possession on 7/24. WHERE DID THE OTHER \$290.00 come from. And where is the \$231.72 why they allege to have been paid on 8/28 come from.

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

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

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 nowhere 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

7

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 rewiss 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 equipment. 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.

comments on line 4 are false Arthur wrote no checks and the check presented was forged. Attached are copied checks where bvrđ forged names on them. Anthony did not write this check.

comments 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 making the notation on it's exhibit.

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

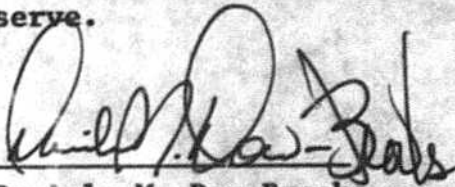
comments on line 24 contradicts staff and FPU assertion that there was no delinquency at time of shut off. as does line 23.

**THEREFORE:** If staff reasons for recommendations are faulty and staff's exhibits are faulty and Commissioner Deason abruptly discussions on the matter and Commissioners 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 admit to this), violated rules in recieving and recording payrents(they admit 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



9  
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 re 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 care 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 care 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 items 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 kneeled down in front of the stove and took the front cover off. I went outside to get Tony.

When Tony care 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 darn 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.

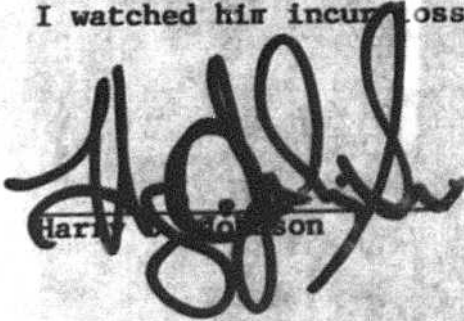
I watched hir very closely from the tire he had arrived until the tire he left; due to the problers we had been having with this company.

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.

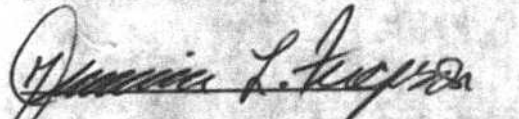
I was also present on July 7, 1996 when Alfred Byrd told Tony and the others that he had told Diane and Dino to turn off the gas.

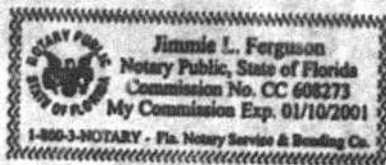
I went with Tony on 9/13/96 as he got roney from the bank and went to our customers and refunded ronies and paid ronies to individuals who we could not supply the promised food in line with a two for one custorer promotion promised and advertised for the date in question.

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.

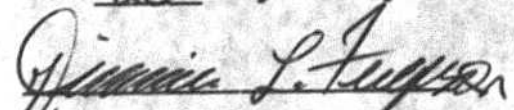
During the conversation Byrd sat down at my mother's home and advised the others that he had no money to help with the security deposits for the different utilities which would have to be turned on.

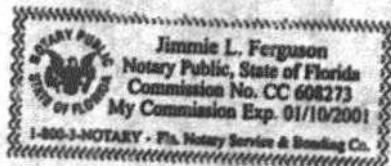
Eddie and Arthur produced a \$100.00 dollar bill each and gave them to Anthony to pay deposit on the gas on the morning of March 21, 1996.

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

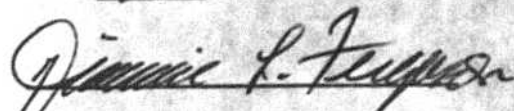
I, Linda Jackson, do hereby swear and attest to the fact that on 7/11/96, at my home Anthony and Arthur Brooks were discussing a demand from Keitt at the Gas Company for payment of \$521.00 on account of needing some type of security deposit. I also witnessed Anthony talking on the phone to Keitt about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

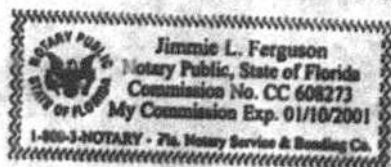
As they did not have the money on hand to meet the demand being made upon them I loaned Arthur \$260.00 which he gave to Anthony to take to the gas company.

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



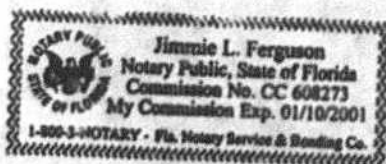
I, Eddie Hodges do hereby swear and affirm that on March 21, 1976 I gave Al Byrd and Anthony Brooks a \$100.00 Bill to pay deposit on gas company account. On 7/11/96 Harry Johnson call me at my job and told me that the gas company demanded a new deposit. I had Harry to meet me in Orlando, Florida and there I gave him \$180.00 to combine with money from the other partners to make up the \$521.00 being demanded from us by Keitt at the gas company.

*Eddie Hodges*  
AFFIANT  
(EDDIE HODGES)

Sworn to and subscribed before me the undersigned authority this 23 day of SEPT., 1997.

*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 Used Tracings and Other Techniques Forged Writings Above Where He Signed and Signature for Payments to Himself.

Anthony has no Reason to Lie About 1500 Check Presented After All it was Paid for and wouldn't affect our case one way or the other.





**MOTHER'S KITCHEN**  
 1744 W AIRPORT BLVD  
 SANFORD, FL 32771  
 PH 407-321-8822

1006

63-1260/631

PAY TO THE ORDER OF

Eighty Two Dollars AND 00/100  
 \$ 82.00

DOLLARS

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

FOR PAYM: DR ACCOUNT

#0000008200

4/17 1996

John C. Bell

63-1260/631

4/8 1996  
 \$ 150.00

PAY TO THE ORDER OF

ALFRED BYRD  
 One hundred fifty Dollars AND 00/100 DOLLARS

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

FOR Supplies

Alfred Byrd

#156000005000

63-1260/631

4/10 1996  
 \$ 490.00

PAY TO THE ORDER OF

CENTRAL SYSTEMS  
 four hundred and ninety Dollars AND 00/100 DOLLARS

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

FOR Payment on acct.

Alfred Byrd

#0000049000

HARLAND 833