

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Complaints by Southeastern Utilities )  
Services, Inc., on behalf of various customers )  
against Florida Power and Light Company )  
concerning thermal demand meter error. )

Docket no.: 030623

Filed: September 20, 2004

**CUSTOMERS' RESPONSE TO FPL'S (1) MOTION TO COMPEL GEORGE BROWN  
TO RESPOND TO QUESTIONS POSED AT AUGUST 27, 2004 DEPOSITION  
AND ADDITIONAL QUESTIONS WHICH ARISE DURING CONTINUATION  
OF THE DEPOSITION, (2) MOTION FOR SANCTIONS, AND (3) REQUEST FOR  
RULING ON CLAIMED CONFIDENTIAL PORTIONS  
OF DEPOSITION TRANSCRIPT and MOTION FOR PROTECTIVE ORDER**

Ocean Properties, Target, JC Penney, and Dillard's ("Customers") hereby file their response to FPL's Motion to Compel George Brown to Respond to Questions Posed at August 27, 2004 Deposition and Additional Questions Which Arise During Continuation of the Deposition, (2) Motion for Sanctions, and (3) Request for Ruling on Claimed Confidential Portions of Deposition Transcript ("FPL's Motion") and state:

Background

1. On August 27, 2004, FPL deposed George Brown. Mr. Brown is a principal of Southeastern Utility Services, Inc. ("SUSI"), a consultant that has been engaged by Customers to pursue refunds from FPL of monies improperly charged and collected by FPL a result of FPL's faulty thermal demand meters. SUSI is not a party to this proceeding.

2. SUSI has represented many clients that have been overcharged by FPL for demand and electric consumption, and has obtained refunds for many of these clients. As stated in Mr. Brown's pre-filed direct testimony (page 2, lines 6-7), Mr. Brown first identified, and put FPL on notice of, problems with FPL's thermal demand meters in 1990.

3. In early 2002, SUSI brought to FPL's attention a thermal demand meter that was over-registering demand, and that the amount of over-registration varied depending upon the meter's exposure to sunlight. FPL witness David Bromley discusses this meter in his direct testimony (page 4, lines 6-14). Notably, this testimony fails to mention that it was SUSI, and Mr. Brown, who brought this problem to FPL's attention. Mr. Bromley's testimony then goes on to describe how, as a result of investigating the issue identified by SUSI, FPL determined that it had such a significant problem with its 1V thermal demand meters that it had to test and replace the entire population of approximately 3,900 1V thermal demand meters. (Bromley, Page 4, line 16 - Page 8, line 19).

4. In short, but for SUSI's diligent and persistent efforts, FPL's embarrassing and expensive 1V meter problems would likely have been avoided.

#### The Deposition

5. Prior to the deposition, counsel for FPL and SUSI agreed to a procedure whereby questions that potentially involved SUSI's confidential information would be consolidated at the end of the deposition so that the deposition transcript could easily be segregated into non-confidential and confidential portions.

6. Ostensibly, Mr. Brown's deposition was for purposes of discovery in this docket. However, during the course of this deposition, it became readily apparent that FPL actually sought to improperly use this deposition to harass, annoy, and seek economic retaliation against SUSI and Mr. Brown and to improperly use this deposition to conduct discovery relevant to other cases pending in the Circuit Courts in Dade and Leon Counties, Florida.

7. Following multiple FPL questions related to SUSI's marketing budget, the identity of SUSI's clients, and the proprietary techniques used by SUSI to perform services for its clients the

following discussion occurred (transcript, page 49, line 21 - page 50, line 23, attached as Exhibit A):

Q: Okay. Is it a standard practice for Southeastern Utility Services or for you to visually inspect 1V thermal demand meters that are situated on a customer's property?

Mr. Hollimon: I'm going to object. Let's move that to the end.

Mr. Hoffman: Okay. Let me just respond to that. It doesn't seem to me that that question in any way entails a proprietary or confidential practice. It's just asking - -

Mr. Hollimon: Well, let me respond to that, Ken. First off, that question is wholly and completely irrelevant to any issue whatsoever in this docket. So, you know, we've spent almost an hour and a half or so on this deposition, and the primary focus so far has been about practices that have nothing to do with any issue in this docket. So my objection is not only that I think you're inquiring into things that get into their proprietary business methods, but also that it's not relevant to this proceeding.

Mr. Hoffman: Well, for the record, we disagree with that assertion, and we think that the questions are clearly within the scope of permissible discovery. So we will honor your request, Bill, and save them for the end and try to keep this thing moving.

#### Legal Standard

8. "Discovery in civil cases must be relevant to the subject matter of the case and must be admissible or reasonably calculated to lead to admissible evidence." Allstate Insurance Co. v. Langston, 655 So. 2d 91, 94 (Fla. 1995). "It is axiomatic that information sought in discovery must relate to the issues involved in the litigation, as framed in all the pleadings." Krypton Broadcasting of Jacksonville, Inc. v. MGM-Pathe Communications Co., 629 So. 2d 852, 854 (Fla. 1<sup>st</sup> DCA 11993). "When confronted with a claim of trade secrets or proprietary information in opposition to a discovery request, a trial court (or, as in this case, an administrative hearing officer) must first

determine if the materials sought to be protected are, in fact, trade secrets and proprietary information. Upon such a showing, the party seeking discovery must demonstrate a reasonable necessity to obtain the information.” Scientific Games, Inc. v. Dittler Brothers, Inc., 586 So. 2d 1128, 1131 (Fla. 1<sup>st</sup> DCA 1991).

9. The purpose of discovery is to “procure evidence pertinent to the issues.” Hollywood Beach Hotel & Golf Club, Inc. v. Gilliland, 191 So. 30, 32 (Fla. 1939). “It is in no sense designed to afford a litigant an avenue to pry into his adversary’s business or go on a fishing expedition to uncover business methods, confidential relations, or other facts pertaining to the business.” Id.; see also Goodyear Tire & Rubber Co. v. Cooney, 359 So. 2d 1200 (Fla. 1<sup>st</sup> DCA 1978). This limitation on prying into another’s business “applies with greater force where, as here, the discovery sought is from a witness, not a party.” Inrecon v. Village Homes at Country Walk, 644 So. 2d 103, 105 (Fla. 3d DCA 1994).

#### Analysis

10. FPL seeks to compel testimony from George Brown, a witness who is not a party to this proceeding. The testimony FPL seeks to compel is related to SUSI’s proprietary business methods and processes, and to sensitive and proprietary commercial information related to its marketing budget and marketing techniques. SUSI operates in a competitive business environment. Through its use of proprietary and confidential business processes and methods, SUSI derives a competitive advantage in this business environment. Likewise, SUSI’s marketing techniques and budget are proprietary, commercially sensitive information that is critical to SUSI’s effective competition in its industry.

11. Importantly, this information is also entirely irrelevant to any issue in this docket.

Questions related to SUSI's marketing budget and its marketing techniques are simply designed to arm FPL with information through which it can economically retaliate against SUSI. Clearly, FPL is much less concerned about the accuracy of its meters than it is about making sure that it finds a way to stop SUSI and Mr. Brown from holding FPL accountable to its customers and to the Commission. FPL's line of inquiry, for which it now seeks Commission approval, is nothing but harassment and "pay-back" for SUSI being a thorn in FPL's side and/or an improper attempt to gain discovery for proceedings other than the action now pending before the Commission. Apparently, in FPL's opinion, requesting meter tests and pursuing refunds, pursuant to the Commission's rules, is both "unjustified" and "unsupported." This is particularly noteworthy in the circumstance where FPL itself has determined that an entire class of almost 3,900 thermal demand meters must be retired.

12. Likewise, questions related to SUSI's confidential and proprietary business practices and methods are irrelevant and FPL's strained attempt to create some relevance is not valid. The question that Mr. Brown was instructed not to answer was "[w]hat different methods do you use to accomplish [assisting customers in qualifying for a rate]? While Mr. Brown did not answer this question, he has clearly testified in both responses to FPL interrogatories, and during his deposition, that SUSI has not assisted any of the Customers in this docket in qualifying for a different rate. (Exhibit B).

13. FPL now argues that this question is relevant because a "cloud of uncertainty" hangs over "the credibility of the billing information of the Customers that [Mr. Brown] and Mr. Gilmore have presented to the Commission" because Mr. Brown has not answered "questions concerning his different methods for assisting customers in altering or manipulating their kW demand consumption . . ." (Motion, ¶ 4.b). In fact, there is no "uncertainty" because FPL already knows the answer to the

question as it relates to the meters in this docket.

14. Similarly, FPL's argument in paragraph 4.a of its Motion that "FPL is entitled to inquire on this relevant subject, including actions taken by Mr. Brown or other representatives of SUSI affecting, altering and/or manipulating the kW demand experienced by Customers before and/or after the thermal demand meters at issue were replaced with electronic meters . . .," is disingenuous. FPL's counsel only asked one question on this subject - a question that it knows the answer to for the meters in this docket. FPL now seeks a second bite at the apple to follow up on questions it could have asked, but did not ask, during Mr. Brown's deposition. This is improper.

15. FPL is currently involved in two circuit court cases regarding refunds for over-registration of thermal demand meters. One is a class action in Dade County, Florida, and the second involves SUSI and Mr. Brown in Leon County, Florida. FPL counsel improperly used Mr. Brown's deposition to attempt to gather information for use in proceedings other than the pending suit. Attached as Exhibit C is the portion of the transcript where this occurred. The final question in Mr. Brown's deposition was:

Q: Can you tell me the circumstances under which the Airport Regency Hotel made an assignment to Southeastern Utility Services in this Leon County case?

Mr. Hollimon: Object to the question. Let's go off the record.

(Discussion off the record and short recess.)

Mr. Hoffman: Okay. No further questions. Thank you, Mr. Brown.

(In the off the record discussion, the undersigned informed FPL counsel that this line of inquiry was improper and that FPL counsel would not be allowed to use this deposition to conduct discovery for a different case.)

### Conclusion

16. FPL seeks to obtain confidential, proprietary information from a non-party that is not relevant to any issue in this docket. FPL has failed to demonstrate either any reasonable necessity for this information, or that this information is relevant or necessary to resolve the issues raised in this docket. FPL does not seek this information to defend itself in this proceeding; rather, FPL seeks this information to harass and punish Mr. Brown and SUSI and to obtain discovery for use in other proceedings. See Oppenheimer Fund, Inc. v. Sanders, 437 U.S. 340, 353 n.17 (U.S. 1978) (“In deciding whether [discovery] comes within the discovery rules, a court is not required to blind itself to the purpose for which a party seeks information. Thus, when the purpose of a discovery request is to gather information for use in proceedings other than the pending suit, discovery is properly denied.”) Moreover, the existence of a Protective Agreement does not make otherwise undiscoverable information subject to discovery. See American Express Travel Related Services, Inc. v. Cruz, 761 So. 2d 1206, 1209 (Fla. 4<sup>th</sup> DCA 2000).

17. Mr. Brown is a witness to this proceeding - not a party. Particularly under this circumstance, FPL’s attempts to obtain confidential and proprietary business information that is not related to any claim or defense in this proceeding is improper. Accordingly, Customers seek a protective order pursuant to Rule 1.280(c)(7), Fla.R.Civ.P., that this confidential commercial information not be disclosed.

18. FPL also seeks sanctions. Because this opposition to FPL’s Motion is justified, and well supported by the case law, particularly in light of the improper discovery sought by FPL during Mr. Brown’s deposition, FPL’s Motion for sanctions should be denied.

19. FPL also seeks a ruling on the confidentiality of certain portions of the Mr. Brown's deposition transcript. This request is premature as FPL has failed to follow the procedures outlined in the Protective Agreement (FPL states on page 7 of its Motion that it has agreed to follow the procedures therein with regard to Mr. Brown and SUSI) attached to FPL's Motion as Exhibit A. Specifically, the requirements of paragraph 2(b) have not been complied with as neither Mr. Brown nor SUSI has been notified by FPL that it challenges the confidential designation made.

WHEREFORE, Customers respectfully request the Commission deny FPL's Motion to Compel, Motion for Sanctions, and Motion for Ruling on Confidential Portions of Deposition. Customers further respectfully request that the Commission enter a protective order denying FPL the requested discovery.



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JON C. MOYLE, JR.  
Florida Bar No. 727016  
WILLIAM H. HOLLIMON  
Florida Bar No. 104868  
MOYLE, FLANIGAN, KATZ, RAYMOND  
& SHEEHAN, P.A.  
The Perkins House  
118 North Gadsden Street  
Tallahassee, Florida 32301  
(850) 681-3828 (telephone)  
(850) 681-8788 (facsimile)

Attorneys for Customers



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by hand delivery to those listed below with an asterisk and the remainder by U.S. Mail without an asterisk this day the 30<sup>th</sup> day of August, 2004.


Cochran Keating  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Bill Walker  
Florida Power & Light Company  
215 South Monroe Street, Suite 810  
Tallahassee, FL 32301

\*Kenneth A. Hoffman  
Rutledge, Ecenia, Purnell & Hoffman  
Post Office Box 551  
Tallahassee, FL 32302-0551

R. Wade Litchfield  
Natalie Smith  
Law Department  
Florida Power & Light Company  
700 Universe Boulevard  
Juno Beach, FL 33408-0420

Daniel Joy  
785 SunTrust Bank Plaza  
1800 Second Street  
Sarasota, FL 34236

  
\_\_\_\_\_  
William H. Hollimon

BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION

Complaints by Southeastern  
Utility Services, Inc. on  
behalf of various customers,  
against Florida Power & Light  
Company concerning thermal  
demand meter error.

DOCKET NO. 030623-EI

COPY

DEPOSITION OF:                   GEORGE BROWN

TAKEN AT THE INSTANCE OF: Florida Power & Light Company

DATE:                               August 27, 2004

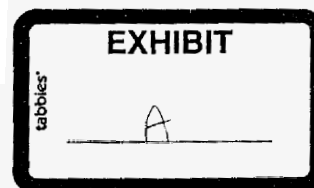
TIME:                               Commenced at 9:05 a.m.  
                                      Concluded at 2:40 p.m.

LOCATION:                           118 North Gadsden Street  
                                      Tallahassee, Florida

REPORTED BY:                     MARY ALLEN NEEL, RPR  
                                      Notary Public, State  
                                      of Florida at Large

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TALLAHASSEE, FLORIDA 32308  
(850) 878-2221



1 Utility Services to not contact FPL before conducting  
2 the stopwatch test; correct?

3 A I would have no reason to.

4 Q So the answer is no, you don't typically?

5 A (Shaking head negatively.)

6 Q I'm sorry?

7 A No.

8 Q Can you tell me what other FPL customers  
9 Southeastern Utility Services has conducted these types  
10 of stopwatch tests on?

11 MR. HOLLIMON: Let's move that to the end.

12 MR. HOFFMAN: Okay.

13 BY MR. HOFFMAN:

14 Q How did you know that Ocean Properties had a 1V  
15 thermal demand meter?

16 A Because it was out on the side of the building  
17 in their parking lot.

18 Q I see. Is Ocean Properties on public property?

19 A It's actually on leased property from the City  
20 of Bradenton.

21 ↓ Q Okay. Is it a standard practice for  
22 Southeastern Utility Services or for you to visually  
23 inspect 1V thermal demand meters that are situated on a  
24 customer's property?

25 MR. HOLLIMON: I'm going to object. Let's move

1           that to the end.

2           MR. HOFFMAN: Okay. Let me just respond to  
3           that. It doesn't seem me that that question in any  
4           way entails a proprietary or confidential practice.  
5           It's just asking --

6           MR. HOLLIMON: Well, let me respond to that,  
7           Ken. First off, that question is wholly and  
8           completely irrelevant to any issue whatsoever in  
9           this docket. So, you know, we've spent almost an  
10          hour and a half or so on this deposition, and the  
11          primary focus so far has been about practices that  
12          have nothing to do with any issue in this docket.  
13          So my objection is not only that I think you're  
14          inquiring into things that get into their  
15          proprietary business methods, but also that it's not  
16          relevant to this proceeding.

17          MR. HOFFMAN: Well, for the record, we disagree  
18          with that assertion, and we think that the questions  
19          are clearly within the scope of permissible  
20          discovery. So we will honor your request, Bill, and  
21          save them for the end and try to keep this thing  
22          moving.

23          MR. HOLLIMON: Okay.

24          BY MR. HOFFMAN:

25          Q       Give me a moment, Mr. Brown. I'm sifting



1       you're asking me.

2           Q     Have you assisted any of the customers in this  
3     proceeding in qualifying for a different rate? How's  
4     that?

5           A     I have not.

6           Q     Okay. Are you aware of how rates and tariffs  
7     are set?

8           A     I have an understanding.

9           Q     Tell me what your understanding is.

10          A     Rates and tariffs are set by classes of  
11     customers that use energy in a similar pattern, cost of  
12     service, usage profiles, pretty much. **That's the extent**  
13     of my knowledge.

14          Q     Do you understand how costs are allocated to  
15     customers in customer classes by a regulated utility?

16          A     I don't know the specific numbers, no.

17          Q     Do you understand the methodology?

18          A     It's too complex. No.

19          Q     Would you agree that one possible result of  
20     assisting a customer in becoming eligible for a  
21     different rate in the manner that we've talked about can  
22     shift cost responsibilities from the customer who  
23     benefited from that change to other customers?

24          A     Not really.

25                MR. HOFFMAN: Let's go off the record for a

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

Complaints by Southeastern Utility Services, )  
Inc. on behalf of various customers, against ) Docket No. 030623-EI  
Florida Power & Light Company concerning )  
thermal demand meter error )  
\_\_\_\_\_ )

**CUSTOMERS' OBJECTIONS AND RESPONSE TO  
FLORIDA POWER AND LIGHT COMPANY'S  
SECOND SET OF INTERROGATORIES TO OCEAN PROPERTIES, LTD.,  
J. C. PENNEY CORP., DILLARD'S DEPARTMENT STORES, INC.  
AND TARGET STORES, INC. (NOS. 18 - 38)**

Pursuant to Rule 28-106.206, Florida Administrative Code and Rule 1.340, Florida Rules of Civil Procedure, Customers hereby serve their responses to Florida Power & Light Company's ("FPL") Second Set of Interrogatories to Ocean Properties, Ltd., J.C. Penney Corp., Dillard's Department Stores, Inc., and Target Stores Inc. (Nos. 18-38).

**GENERAL OBJECTIONS**

1. Customers object to each interrogatory to the extent that it seeks to impose an obligation on Customers to respond on behalf of subsidiaries, affiliates, or other persons that are not parties to this case. Such interrogatories, besides being overly broad, unduly burdensome, or oppressive, are not permitted by applicable discovery rules.

2. Customers object to each interrogatory to the extent that it is intended to apply to matters other than Florida operations subject to the jurisdiction of the Commission as being irrelevant, overly broad, unduly burdensome, and oppressive.

3. Customers object to each interrogatory to the extent that it requests information that is exempt from discovery by virtue of the attorney-client privilege, work product privilege, or other applicable privilege.

4. Customers object to each interrogatory to the extent that it is vague, ambiguous, overly broad, imprecise, or to the extent that it utilizes terms that are subject to multiple interpretations and are not properly defined or explained for purposes of this discovery. Any responses provided by Customers in response to FPL's discovery will be provided subject to, and without waiver of, the foregoing objection.

5. Customers object to each interrogatory to the extent that it is not reasonably calculated to lead to the discovery of admissible evidence and is not relevant to the subject matter of this proceeding.

6. Customers object to providing information in response to FPL's interrogatories to the extent that such information is already in the public record before the Commission or is otherwise public record available to FPL.

7. Customers object to FPL's discovery to the extent that it seeks to have Customers create documents not in existence at the time of the request.

8. Customers object to each interrogatory to the extent that it seeks to impose obligations on Customers that exceed the requirements of the Florida Rules of Civil Procedure or Florida Law.

9. Customers object to each interrogatory to the extent that responding to it would be unduly burdensome, expensive, oppressive, or excessively time consuming.

10. Customers object to each interrogatory to the extent that it is not limited to any stated period of time and, therefore, are overly broad and unduly burdensome.

11. Customers object to FPL's interrogatories to the extent that information requested constitutes "trade secrets" defined in Section 688.01(4), Florida Statutes, and which are privileged pursuant to Section 90.506, Florida Statutes. To the extent that FPL's requests seek



proprietary confidential information which is not subject to the “trade secrets” privilege, Customers will make such information available to counsel for FPL pursuant to an appropriate Protective Agreement, subject to any other general or specific objections contained herein.

12. Customers generally are corporations with offices in different states. In conducting business, customers create or obtain information that may not be subject to the Florida Public Service Commission’s jurisdiction. Such information may be housed in different locations. Therefore, it is possible that not all information has been identified in response to these requests. Customers will perform a reasonable and diligent search of those files that are reasonably expected to contain requested information. To the extent that FPL’s discovery seeks to require more, Customers object on the grounds that compliance would be unduly burdensome and expensive.

## **OBJECTIONS AND RESPONSES TO INTERROGATORIES**

### **Interrogatory No. 18**

**Identify and describe in detail each and every instance in which any one of Petitioners has combined, manipulated, or placed, or through its employee, agent, contractor, or third party, caused to be combined, manipulated, or placed, additional temporary electric load on an FPL meter for any of Petitioners’ electric accounts to ensure that the registered peak kilowatt demand for a billing cycle reach or exceed a certain threshold or level (a practice sometimes referred to as “spiking” of the electric meter). IN responding to this interrogatory, for each such instance, identify:**

- a. the individual(s) who engaged in or performed such action(s);**
- b. the approximate or certain date(s) of such actions;**
- c. how much load was temporarily added;**

- d. the individual, if any, who authorized such action(s);
- e. the premises and/or meter involved; and
- f. describe the business terms or arrangements, if any, pursuant to which such actions were performed.

**Response:** None.

**Interrogatory No. 19**

Identify and describe in detail any analyses of electric bills or electric usage performed, received, or otherwise in your possession, in which the impact on electric bill(s) of the practice described in Interrogatory number 18 above, sometimes referred to as “spiking” of the electric meter.

**Response:** None.

**Interrogatory No. 20**

For each Petitioner associated with the 14 accounts currently at issue in the above-referenced docket, identify the employees or other individual(s) responsible for:

- a. The payment of the Petitioner’s electric bills;
- b. Energy conservation for Petitioner’s premises or facilities;
- c. Monitoring or managing Petitioner’s electric usage or consumption;  
and/or
- d. Interfacing with SUSI in connection with or support of this lawsuit.

**Response:** For each subpart to this interrogatory, the following response applies:

|                   |               |
|-------------------|---------------|
| Target:           | Jim Boler     |
| Ocean Properties: | Michael Walsh |
| JC Penney:        | Mike Culver   |
| Dillards:         | Thomas Goetz  |

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DOCKET NO. 030623-EI

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DEPOSITION OF: GEORGE BROWN

TAKEN AT THE INSTANCE OF: Florida Power & Light Company

DATE: August 27, 2004

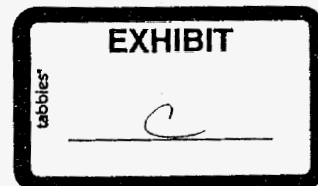
TIME: Commenced at 9:05 a.m.  
Concluded at 2:40 p.m.

LOCATION: 118 North Gadsden Street  
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REPORTED BY: MARY ALLEN NEEL, RPR  
Notary Public, State  
of Florida at Large

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1           that come up.

2           MR. HOLLIMON: We're fine if you terminate.

3           MR. HOFFMAN: Yes. If you would like to,  
4           that's fine, Jennifer.

5           MS. BRUBAKER: Okay. Thanks very much,  
6           gentlemen. Appreciate your help.

7           (Confidential portion of this transcript is  
8           contained in Volume 2.)

9           MR. HOFFMAN: Let's go off the record for a  
10          second.

11          (Discussion off the record.)

12                                 REDIRECT EXAMINATION

13          BY MR. HOFFMAN:

14           Q     I think we've concluded what we're going to  
15           designate as the confidential portion of the deposition.  
16           I've got a couple more areas, Mr. Brown.

17                                 Have you communicated with any of the parties  
18           or individuals who are litigating with Florida Power &  
19           Light Company on a thermal demand issue in Miami-Dade  
20           County?

21           A     Have I communicated with them?

22           Q     Yes.

23           A     I talked to -- and I don't even know their  
24           names, a couple of attorneys in Miami.

25           Q     Do you recall when you talked to these

1 attorneys?

2 A It was on a day when we were going to have  
3 depositions, and quite frankly, we've had so many  
4 depositions, I don't recall the date, no, sir.

5 Q Were they depositions of FPL employees?

6 A Yes, yes.

7 Q Did you call them, or did they call you?

8 A As I recall, they inquired about me being  
9 available.

10 Q For what?

11 A To talk to them about thermal demand meters.

12 Q Did you ever subsequently talk to them about  
13 thermal demands meters?

14 A Yes, I did.

15 Q Where did that conversation take place?

16 A Downtown Miami.

17 Q Was it at their law office?

18 A Yes, it was.

19 Q Do you recall when that happened?

20 A Like I say, it was when these depositions were  
21 being taken, and I was in Miami at that time.

22 Q Do you recall who was being deposed that day?

23 A No, sir, I don't.

24 Q Was it Mr. Bromley?

25 A If you said any of them, I couldn't say yes or

1 no. I honestly do not recall who it was or the date.

2 Q Can you tell me the substance of what you  
3 discussed with those attorneys that day?

4 A I believe I can pretty much, sir.

5 Q Please do so.

6 A If you recall, I have a little demo, a model of  
7 the thermal unit.

8 Q Is that the one you bring to every --

9 A It's the one I bring to everything except this  
10 one.

11 Q Go ahead.

12 A And I pretty much went over what my knowledge  
13 of the thermal meter was and what the problems that I  
14 experienced with the thermal meters were, demonstrated  
15 it with that little component. And that was pretty much  
16 it.

17 Q Have you talked to those attorneys since that  
18 meeting?

19 A I have not.

20 Q Have you been coordinating with those attorneys  
21 in the Miami-Dade litigation and this PSC case?

22 A I have not.

23 Q Can you tell me the circumstances under which  
24 the Airport Regency Hotel made an assignment to  
25 Southeastern Utility Services in this Leon County case?

1 MR. HOLLIMON: Object to the question. Let's  
2 go off the record for a second.

3 (Discussion off the record and short recess.)

4 MR. HOFFMAN: Okay. No further questions.  
5 Thank you, Mr. Brown.

6 MR. HOLLIMON: I don't have any questions.

7 (Deposition concluded at 2:40 p.m.)  
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