

State of Florida



## Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FLORIDA 32399-0850

**-M-E-M-O-R-A-N-D-U-M-**

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**DATE:** October 6, 2009  
**TO:** Ann Cole, Commission Clerk - PSC, Office of Commission Clerk  
**FROM:** Kiwanis L. Curry, Regulatory Analyst II, Division of Regulatory Compliance  
**RE:** Docket No. 090086-TS; Compliance investigation of Roberta L. Marcus, Inc. d/b/a Marcus Centre, for apparent violation of Rule 25-24.565, F.A.C., Certificate of Public Convenience and Necessity Required.

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Please add the attached to the docket file.

DOCUMENT NUMBER-DATE  
10297 OCT-6 8  
FPSC-COMMISSION CLERK

LAW OFFICES  
**PAUL R. MARCUS**  
MARCUS CENTRE - PENTHOUSE ONE  
9990 S.W. 77TH AVENUE  
MIAMI, FLORIDA 33156-2661

PAUL R. MARCUS

Certified Family Mediator

2009 MAY 12 PM 3: 02

TELEPHONE  
(305) 596-2345  
FAX  
(305) 274-0220

DIVISION OF  
REGULATORY COMPLIANCE

May 11, 2009

**Via Federal Express**

Florida Public Service Commission  
Division of Regulatory Compliance  
Certification & Enforcement Section  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Attention: Ms. Kiwanis L. Curry, Regulatory Analyst

Re: Roberta L. Marcus, Inc., d/b/a The Marcus Centre  
Docket No. 090086-TS/Settlement Proposal

Dear Ms. Curry:

When the company purchased its telephone system from NEC a few years ago, I checked with BellSouth, who brought in the lines through U.S. LEC, n/k/a Paetec, as well as with U.S. LEC and NEC and with Dade County, to see if any licensing was required and was told none was required. Imagine my surprise when you advised me when we first spoke that I needed to have a Certificate from the PSC. You were kind enough to e-mail me an application which we timely completed and sent out with a company check on February 5, 2009.

Your office did not show receipt of that application nor of the check which resulted in your Notice of April 10, 2009. We immediately checked with our bank and was advised the check had not cleared our account. At that time, we advised our bank in writing to put a stop payment on our February 5<sup>th</sup> Check No. 12149 in the amount of \$250.00 payable to the Florida Public Service Commission. A copy of our stop payment request and confirmation that Bank Atlantic received it and acted on it was previously provided and is enclosed herein for your ease of reference.

I am enclosing another document that can further prove that our Check No. 12140 was made on February 5<sup>th</sup>. I am enclosing a copy of our pegboard check system and call your attention to Line 24. Line 24 shows Check No. 12140 dated 2/5/09 to the PSC in the amount of \$250.00. That is the check that you claimed was never received and for which a stop payment was made. I am enclosing the entire pegboard sheet so that you can see that our checks are sequentially numbered and that the check to PSC on 2/5/09 is dated the same date as the check written on Line 23 and is dated before the check written on Line 25. Clearly, we would not have written a check on the 5<sup>th</sup> to the PSC if it were not sent on that date.

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

I have numerous letters from people with whom we deal with on a regular on-going basis to show that neither the company nor my wife and I have ever paid any of our obligations late and have never incurred late charges.

The letters are as follows:

#### CORPORATE

1. **Marcus Centre Mortgage:** Thomas D. Wood and Company has been the mortgage broker and servicing agent on Roberta L. Marcus, Inc.'s mortgage on The Marcus Centre for approximately 19 years. As you can see from their letter, they have always been paid on time and the company has never been assessed any late charges whatsoever.
2. **Building Insurance:** The company has had insurance on The Marcus Centre with Peter J. Pinto's State Farm Agency for the past 19 years. The company pays the premium directly as it is not included in its mortgage payments. These payments have always been made on time.

#### PERSONAL HOME MORTGAGES/INSURANCE

3. **Chase:** As you can see, all payments have been timely made and there has never been a late charge.
4. **Bank of America:** All payments have been timely made and there has never been a late charge.
5. **Home Insurance:** We've had our home insurance with Peter J. Pinto's State Farm Agency. These payments have always been made on time.

#### CREDIT CARDS

6. We use but two corporate and personal credit cards, American Express and CitiBank. These letters show we have never had a late charge or paid any interest on our charge cards. The American Express card goes back as late as 1972.

I have obtained the enclosures to show you that both corporately and individually we are on top of everything we owe and pay everything on time, each and every time. Why would we do anything different with the Public Service Commission? As you can see from the check registry, the check was sent on time as well and the stop payment was timely made as soon as we heard from you that you did not receive the check. It took in excess of two months until we heard from the PSC on the matter.

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I understand that the PSC has a centralized mail room and I understand that mistakes can be made. In fact, when we sent you the replacement check and replacement application by Federal Express, I called and you said you had not received it. In fact, you were not aware of it until the next day, two days after it was received by the PSC. There is no way for us to know what goes on in your mail room. My wife, Roberta L. Marcus, takes care of all payments, both corporately and personally. We don't pay late charges or interest inasmuch as we always pay on time each and every time. In fact, when we go on vacation, we prepay all of our bills in advance prior to leaving.

It is because of the aforementioned that we sincerely believe we should not owe any penalty for your not receiving or properly logging in our February 5, 2009 application and check. As you advised, had you received the February 5<sup>th</sup> payment and application, you would have accepted same and there would have been no penalty due from Roberta L. Marcus, Inc., d/b/a The Marcus Centre. I know that the PSC has spent time on this matter, but so have I. I have made this matter a priority trying to get you the enclosed letters showing the **consistency** of Roberta L. Marcus, Inc. and Paul and Roberta Marcus of paying everything on a **timely** basis each and every time. As a trial lawyer, I live with deadlines every day. Even with over four months of Chemotherapy, six weeks of daily radiation and 14 general anaesthesia surgeries, I **always** filed all my pleadings on time with the Court.

With the greatest of respect and without the admission of any tardiness of filing whatsoever, The Marcus Centre is offering the sum of \$500.00 in settlement merely to put this matter behind us. Agreeing to pay more at this time, especially when we were timely in sending out the application and check, would be inequitable and a huge burden in these trying times. Roberta L. Marcus, Inc., d/b/a The Marcus Centre, owns one office building which had 50 tenants, but due to the recession, we now have 15 vacancies. On top of the vacancies, the County has greatly increased property taxes. Adding insult to injury, State Farm is pulling out of Florida and our quotes for new insurance for the building are running 2-1/2 times what we were paying State Farm. Now, the Public Service Commission wants us to pay effectively a penalty of thousands of dollars when none should be due. It is our hope that the enclosed shows our timeliness in fulfilling our obligations such that you will agree that our February 5, 2009 mailing was either lost by the postal service or misplaced by your mail room.

Very truly yours,



PAUL R. MARCUS

PRM/pa  
Enc.