

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

MOTHER'S KITCHEN, LTD.,)
 PETITIONER,)
 vs.)
 FLORIDA PUBLIC UTILITIES)
 COMPANY,)
 RESPONDENT,)
 AND,)
 PUBLIC SERVICE COMMISSION,)
 _____)
 INTERVENOR.)

CASE NO. 97-4990
970365-GU

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FLORIDA PUBLIC
SERVICE COMMISSION
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PETITIONER'S SUBMISSION OF WRITTEN
EXCEPTIONS TO RECOMMENDED ORDER OF
ADMINISTRATIVE LAW JUDGE

COMES NOW, THE PETITIONER, MOTHER'S KITCHEN LTD., BY AND THROUGH IT'S
UNDERSIGNED QUALIFIED REPRESENTATIVE, AND WOULD FILE THIS IT'S SUBMISSION OF
WRITTEN EXCEPTIONS TO THE RECOMMENDED ORDER OF THE ADMINISTRATIVE LAW JUDGE
IN THIS MATTER; AND WOULD STATE AS FOLLOWS:

1. ON JUNE 11, 1998 THE ADMINISTRATIVE LAW JUDGE, DANIEL M. KILBRIDE,
ENTERED A RECOMMENDED ORDER IN THIS MATTER AFTER FORMAL HEARINGS WERE HAD ON

ACK _____ MARCH 4, 1998 IN SANFORD, SEMINOLE COUNTY, FLORIDA AND ON APRIL 1, 1998 BY
 AFA _____
 APP _____ ELECTRONIC TRANSMISSION IN ORLANDO, ORANGE COUNTY, FLORIDA.

CAF 1 2. PETITIONER WOULD MAINTAIN THAT SAID ORDER IS FLAMED AND IT'S
 CMU _____ CONTENTS ARE ERRONEOUS AND CONTRADICTORY.

CTR _____
 EAG 1 3. PETITIONER WOULD ALSO MAINTAIN THAT SAID ORDER AND IT'S FINDINGS
 LEG Elias OF FACT DO NOT CONFORM WITH THE ACTUAL EVIDENCE OF RECORD.

LIN _____
 OFC _____
 RICH _____ 4. PETITIONER IN PRESERVATION OF IT'S APPELLETE RIGHTS WOULD ASSERT
 SEC 1 THE FOLLOWING:

DOCUMENT NUMBER-DATE

~~06809~~ JUN 29 98

FPSC-RECORDS/REPORTING

ACK _____
 AFA _____
 APP _____
 CAF 1
 CMU _____
 CTR _____
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 LIN _____
 OFC _____
 RICH _____
 SEC 1
 WAS _____
 OTH _____

EXCEPTIONS

5. ON PAGE ONE(1) OF THE RECOMMENDED ORDER; THE ADMINISTRATIVE LAW JUDGE ASSERTS:

"A FORMAL HEARING WAS HELD BY THE DIVISION OF ADMINISTRATIVE HEARINGS BEFORE ADMINISTRATIVE LAW JUDGE, DANIEL M. KILBRIDE, IN ORLANDO, FLORIDA, ON MARCH 4, 1998, AND APRIL 1, 1998."

HOWEVER, TRANSCRIPTS AND OTHER PERTINENT DOCUMENTATION IN THIS MATTER WILL SHOW THAT FORMAL HEARINGS WERE ACTUALLY HELD; IN SANFORD, SEMINOLE COUNTY, FLORIDA ON MARCH 4, 1998 WITH THE JUDGE PRESENT IN PERSON; AND IN ORLANDO, ORANGE COUNTY, FLORIDA BY ELECTRONIC TRANSMISSION WITH THE JUDGE BEING PHYSICALLY IN TALLAHASSEE FLORIDA. NO PRIOR NOTICE OF THE JUDGE NOT BEING PHYSICALLY PRESENT WAS GIVEN TO THE PETITIONER. HOWEVER BOTH RESPONDENT AND INTERVENOR APPARENTLY HAD PRIOR KNOWLEDGE THAT THE ORLANDO HEARING WOULD BE ELECTRONICALLY HAD WITH THE JUDGE AND WERE APPARENTLY GIVEN OPPORTUNITY TO PROVIDE PACKAGED EXHIBIT, CASE LAW AND OTHER DOCUMENTATION TO THE JUDGE PRIOR TO THE ACTUAL HEARING WITHOUT PRIOR DISCLOSURE TO THE PETITIONER. SAID UNDISCLOSED PACKETS WERE REVEALED TO PETITIONER AT COMMENCEMENT OF HEARING WITHOUT OPPORTUNITY FOR REVIEW OR OBJECTION BY THE PETITIONER.

BY ASSERTING THAT BOTH HEARINGS WERE HELD IN ORLANDO, FLORIDA WHEN THEY WERE NOT CREATES A FLAW IN THE RECOMMENDED ORDER.

6. THE ADMINISTRATIVE LAW JUDGE'S ASSERTIONS UNDER THE HEADING OF STATEMENT OF THE ISSUES IN THE RECOMMENDED ORDER ON PAGE TWO(2) OF SAID ORDER MAKES USE OF THE WORD SPECIFICALLY THROUGHOUT THIS PAGE IN CITING RULE VIOLATIONS WITH REGARDS TO THE ULTIMATE ISSUES IN THIS MATTER; HOWEVER THE ADMINISTRATIVE LAW JUDGE DEPARTS FROM THE PREHEARING STIPULATION WITH REGARDS TO DISPUTED ISSUES WHEREIN ALL PARTIES AGREED THAT THE ISSUES IN DISPUTE IN THIS MATTER CENTERED AROUND WHETHER OR NOT THE RESPONDENT ACTED IN COMPLIANCE WITH ALL APPLICABLE STATUTES AND COMMISSION RULES"INCLUDING"... IN DEPARTING FROM THE STIPULATED ISSUES AND ASSIGNING SPECIFIC ISSUES; THE ADMINISTRATIVE LAW JUDGE COMMITTED JUDICIAL ERROR AND IN DOING SO IMPROPERLY BIASED AND WRONGFULLY CONFINED THE

PETITIONER'S RIGHTS TO CONSIDERATION OF ALL OF IT'S COMPLAINT AND ALLEGATIONS, EFFECTIVELY ELIMINATING OPEN AND OUTRIGHT VIOLATIONS ON THE PART OF RESPONDENT AND ENABLING A VERY NARROW SCOPE TO BE APPLIED ASSURING PREJUDICE AGAINST THE PETITIONER'S CASE.

EXCEPTION IS HEREBY SUBMITTED TO THE FACTFINDER'S ARBITRARY AND INAPPROPRIATE DEPARTURE FROM THE STIPULATION.

7. IN THE RECOMMENDED ORDER UNDER THE HEADING OF FINDINGS OF FACT THE ASSERTION IS MADE BY THE ADMINISTRATIVE LAW JUDGE THAT:

"ON MARCH 21, 1996 MR. ALFRED BYRD (BYRD), A PARTNER IN MOTHER'S KITCHEN LTD., SIGNED A JOB-WORK CONTRACT AUTHORIZING RESPONDENT TO PREPARE AND CONNECT APPLIANCES AT MOTHER'S KITCHEN RESTAURANT TO RECEIVE NATURAL GAS SERVICE."

"ON MARCH 21, 1996 BYRD PROVIDED A \$200.00 DEPOSIT ON BEHALF OF THE PARTNERSHIP TO RESPONDENT IN ORDER TO ESTABLISH A GAS ACCOUNT FOR MOTHER'S KITCHEN RESTAURANT."

IN DRAWING THESE CONCLUSIONS FACTFINDER PROPERLY RELIED ON DOCUMENTATION AND TESTIMONY WHICH REFLECTED A \$200.00 DEPOSIT RECEIPT SHOWING IT TO BE MADE OUT TO MOTHER'S KITCHEN LTD. WITH NO NOTICE OR NOTATION REGARDING ALFRED BYRD D/B/A MOTHER'S KITCHEN.

IN DRAWING THESE CONCLUSIONS AS A FINDING OF FACT; THE FACTFINDER IS VERIFYING THE OPENING OF AN ACCOUNT IN THE NAME OF THE PARTNERSHIP. TO LEAP FROM THERE TO AN ACCOUNT SOLELY IN BYRD'S NAME WITH NO OTHER DOCUMENTATION SHOWN WITH THE SAME DATE; IS AN ARBITRARY DEPARTURE FROM DOCUMENTED FACT IN AN EFFORT TO LEND CREDIBILITY TO ORAL ASSERTIONS ON THE PART OF RESPONDENT THAT SOMEHOW THEY RECEIVED INSTRUCTIONS SOME MONTHS LATER DOCUMENTED IN SELF SERVING COMPUTER RENDERINGS DATED IN 1997 AND 1998; TO ESTABLISH AN ACCOUNT IN BYRD'S NAME SOLELY. THE FACTFINDER ALSO ARBITRARILY IN TAKING ORAL ASSERTION OF RESPONDENT IN OPPOSITION TO WHAT WAS ACTUALLY DOCUMENTED IN 96; CHOSE TO PRESUME THE RESPONDENT ACTED PROPERLY IN ESTABLISHING THE ACCOUNT IN BYRD'S NAME SOLELY; ALTHOUGH BYRD DID NOT CLEARLY TESTIFY THAT HE SO INSTRUCTED THEM IN MARCH 96 TO DO SO AND THE RESPONDENT FAILED TO PRODUCE A CERTIFICATE OF DEPOSIT WHICH RULES CLEARLY CALLED UPON THEM TO PRODUCE AND KEEP.

EXCEPTION IS HEREBY SUBMITTED TO THE FACTFINDER'S ARBITRARY AND INAPPROPRIATE DEPARTURE FROM DOCUMENTED EVIDENCE.

8. THE FACTFINDER ON PAGE SEVEN(7) OF HIS RECOMMENDED ORDER ASSERTS

THAT:

"ON AUGUST 12, 1996, BROOKS HAND-DELIVERED A \$290.00 CASH PAYMENT TO RESPONDENT'S SANFORD OFFICE TO BE APPLIED TO ALFRED BYRD D/B/A MOTHER'S KITCHEN ACCOUNT. RESPONDENT ISSUED A RECEIPT IN THE NAME OF MOTHER'S KITCHEN FOR THIS PAYMENT."

FACTFINDER IN DRAWING THIS CONCLUSION TOTALLY IGNORES SWORN AFFIDAVITS SUBMITTED UNOPPOSED BY RESPONDENT, OF TONI S. BROOKS AND DANIELE M. DOW-BROOKS SHOWING BROOKS WAS NO WHERE NEAR THE RESPONDENT'S SANFORD OFFICE ON AUGUST 12, 1996. TESTIMONY OF BROOKS, ARTHUR BROOKS, EDDIE HODGES AND CHRISTOPHER SINGLETARY THAT BROOKS DID NOT TAKE \$290.00 INTO THE SANFORD OFFICE OF THE RESPONDENT ON AUGUST 12, 1996.

DOCUMENTATION SHOWING BROOKS WAS IN THE OFFICES OF THE BLACK BUSINESS INVESTMENT FUND, ORLANDO, FLORIDA ALL DAY OF AUGUST 12, 1996.

RECORDED CONVERSATION BETWEEN BROOKS AND KEITT OF THE SANFORD OFFICE OF THE RESPONDENT MADE IN ORLANDO FLORIDA ON AUGUST 12, 1996; WHICH WOULD CLEARLY SHOW BROOKS DID NOT COME INTO THE SANFORD OFFICE ON THAT DATE AND THAT RESPONDENT REALLY DID NOT CONSIDER THE ACCOUNT TO BE BYRD'S ALONE. FACTFINDER ARBITRARILY PREVENTED PETITIONER FROM ENTERING SAID TAPE INTO EVIDENCE.

DESPITE ALL OF THE ABOVE WITNESSES, TESTIMONY, DOCUMENTATION AND THINGS TO THE CONTRARY; FACTFINDER ARBITRARILY AND INAPPROPRIATELY CHOSE TO OVERLOOK DOCUMENTATION AND TAKE UNSUPPORTED ORAL ASSERTIONS FROM RESPONDENT WITHOUT ANY SUPPORTING DOCUMENTATION OR INDEPENDENT WITNESS AS FACT.

EVEN LOGIC OF A REASONABLE PERSON WOULD DICTATE THE ABOVE FINDING OF FACT TO BE INCREDIBLE IN IT'S WORDING ALONG. IF AS FACTFINDER PUT FORTH BROOKS WENT IN AND PAID THE MONEY AND A RECEIPT WAS ISSUED TO MOTHER'S KITCHEN; WHERE IS THE LOGIC WHICH WOULD SUPPORT SUCH AN INCREDIBLE LEAP TO A CONCLUSION THAT A PARTNER WOULD MAKE PAYMENT; RECEIVE A RECEIPT IN THE NAME OF HIS BUSINESS AND THEN ASK THAT IT BE APPLIED TO SOMEONE ELSE'S ACCOUNT.

THE FACTFINDER'S LOGIC AND REASONING IS CONSPICUOUSLY FLAW IN ASSERTING SUCH A FACTUAL FINDING AS RELATED; AND IS ARBITRARY AND CAPRICIOUS.

EXCEPTION IS HEREBY SUBMITTED TO THE FACTFINDER'S ARBITRARY AND INAPPROPRIATE DEPARTURE FROM DOCUMENTED EVIDENCE; IN ADDITION TO HIS DECISION TO BAR ENTRY OF EVIDENCE CONTRARY TO HIS CONCLUSIONS.

9. FACTFINDER ON PAGE EIGHT(8) OF HIS RECOMMENDED ORDER ASSERT:

"NO PERSON MADE A \$521.72 PAYMENT TO RESPONDENT....."

AND THROUGHOUT HIS RECOMMENDED ORDER:

"NO PERSON MADE A \$500.00 DEPOSIT PAYMENT".

THE FACTFINDER DRAWS THESE CONCLUSIONS; IN THE FACE OF TESTIMONY FROM BROOKS, ARTHUR BROOKS, EDDIE HODGES AND CHRISTOPHER SINGLETARY (AN INDEPENDENT WITNESS) TO THE CONTRARY ALL OF WHOM STATE SUCH A PAYMENT WAS INDEED MADE WITH AN ACCOUNT OF CIRCUMSTANCES SURROUNDING SUCH PAYMENT. EXHIBITS SHOWING RECEIPT OF \$290.00 CASH, \$521.72 CASH AND \$231.72 CASH. ALL SEPERATE AND DISTINCT RECEIPTS. ALL RECEIPTS BEING MADE OUT THE SAME WAY WITH NO DISTINGUISHING NOTATIONS OR WRITINGS INDICATING THEY WERE ANYTHING BUT RECEIPTS TO CUSTOMER. DOCUMENTS CREATED BY THE RESPONDENT SHOWING A RECORD OF ACCOUNT ISSUED IN 96 AND 97; SHOWING NO COMPANY RECORD OF A \$290.00 PAYMENT AND ABSENT OTHER ACCOUNT TRANS-ACTION.

FACTFINDER INSTEAD OF ADHERING TO DOCUMENTED RECORDS CHOOSE TO LEAP TO CONCLUSION BASED SOLELY UPON ORAL REPRESENTATIONS BY THE RESPONDENT AND COTRADICTORY DOCUMENTATION ADMITTEDLY CREATED IN 98. COMPLETELY IGNORING NO DOCUMENTATION, NOTES OR ENTRY ON THE OFFICIAL RECORD WHICH WOULD SUPPORT RESPONDENT'S CONTENTION OF IN HOUSE RECEIPTS, COMBINING OF PAYMENTS OR ENTRY INTO PETTY CASH. ABSOLUTELY NO DOCUMENTATION OR WRITTEN RECORD OF ANY SUCH OCCURANCES AS PURPORTED BY RESPONDENT.

FACTFINDER ASSERTION IN THE FACE OF EVIDENCE ON RECORD; ABSENT ANY PRECONCEIVED NOTION OF LOGICAL OR REASONABLE COMBINING OF PAYMENTS; IS ARBITRARY AND INCREDIOUS.

EXCEPTION IS HEREBY SUBMITTED TO THE FACTFINDER'S ARBITRARY AND INAPPROPRIATE DEPARTURE FROM DOCUMENTED EVIDENCE.

10. FACTFINDER ON PAGE ELEVEN(11) OF HIS RECOMMENDED ORDER ASSERT:

"THE SERVICEMAN PREPARED A REPORT OF HAZARDOUS CONDITION AND CORRECTIVE ACTION REQUIRED TO DOCUMENT THE GAS LEAK ON THE RANGE AND INFORM THE CUSTOMER OF THE NECESSARY REPAIRS. BROOKS REFUSED TO SIGN THIS FORM."

"HE DETERMINED THAT THE FRYER COULD BE OPERATED SAFELY, SO HE LIT IT'S PILOT BEFORE EXITING THE RESTAURANT."

"THE SERVICEMAN SPOKE WITH KEITT BY RADIO AND TOLD HER THAT HE HAD LOCATED A GAS LEAK AND THAT BROOKS REFUSED TO AUTHORIZE IT'S REPAIR."

"TROY FELT THAT BROOKS DID NOT BELIEVE A GAS LEAK WAS PRESENT ON THE RANGE. TROY WAS CONCERNED THAT SOMEONE AT THE RESTAURANT MAY ATTEMPT TO RECONNECT THE RANGE, SO HE INSTRUCTED KEITT TO HAVE THE METER TURNED OFF AND LOCKED. THE METER WAS TURNED OFF AND LOCKED DUE ONLY TO SAFETY CONCERNS;....."

THIS IS PREHAPS THE MOST ABSURB DEPARTURE FROM ACTUAL FACT IN RECORD OF THIS MATTER THE FACTFINDER MAKES.

THE FACTFINDER IN THE FACE OF ACTUAL TESTIMONY FROM BOTH TROY AND THE SERVICEMAN McDANIELS; WHO BOTH UNDER OATH STATED "BROOKS WAS SCREAMING HE WANTED THE RANGE REPAIRED BECAUSE OF BUSINESS LOSS IF IT WAS NOT REPAIRED." BROOKS TESTIMONY THAT HE WAS YELLING AT TROY TO INSTRUCT HIS SERVICEMAN TO REPAIR HIS RANGE. NO WORK ORDER SHOWING BROOKS REFUSED TO SIGN FOR REPAIRS. TESTIMONY FROM JOHNSON STATING BROOKS WAS YELLING THAT HE WANTED THE RANGE REPAIRED. TESTIMONY FROM TROY THAT BROOKS WANTED THE RANGE REPAIRED. DOCUMENTS SUBMITTED BY TROY STATING BROOKS WANTED THE RANGE REPAIRED BUT WANTED THE COMPANY TO PAY FOR IT IN ONE; BUT STATING BROOKS REFUSED TO PAY \$200.00 IN ADVANCE FOR WHAT WAS A \$30.00 REPAIR IN THE PAST. TROY DOCUMENTS AND STATEMENTS TO PSC ABOUT HAVING NO GOOD REASON FOR TERMINATION OF SERVICE SINCE THE OPERABLE FRYER WAS IN PLACE.

BUT MOST IMPORTANTLY: TROY'S TESTIMONY IN OPEN HEARING THAT HE AND HIS LAWYER HAD DISCUSSED THIS MATTER AND HAD AGREED THAT BROOKS' ACTIONS WERE IRRATIONAL AND THERE FORE THE BASIS FOR THE DECISION TO TERMINATE SERVICE.

FACTFINDER'S CONCLUSION ARE ARBITRARY AND WITHOUT BASIS IN LIGHT OF THE EVIDENCE OF RECORD.

A HAZARDOUS CONDITION REPORT IS NOT A WORK ORDER AND THERE IS NO RULE OR REGULATION MAKING IT MANDATORY THAT THE CUSTOMER SIGNS IT. REFUSAL TO SIGN IT IS NOT REASON TO DISCONTINUE SERVICE TO OTHER SERVICABLE APPLIANCES. DEMAND FOR PREPAYMENT OF \$200.00 FOR A REPAIR ALREADY OF ACCOUNT RECORD AS COSTING ONLY \$30.00 IS NOT REASON FOR DISCONTINUANCE OF SERVICE. A LAYMAN'S ASSUMPTION OF IRRATIONALITY ON THE PART OF SOMEONE HE IS SPEAKING TO ON THE TELEPHONE IS NOT GOOD CAUSE OR REASON FOR

DISCONTINUANCE OF SERVICE. ANY FEELING ON TROY'S PART THAT SOMEONE MIGHT TRY AND RECONNECT THE RANGE HAS NO BEARING SINCE THE CUSTOMER IS NOT OBLIGATED TO HIRE TROY'S PERSONNEL FOR REPAIR WORK ANYWAY. IF AS ALLEGED TROY HAD SUCH A CONCERN; IT COULD HAVE BEEN PUT TO REST BY SIMPLY HAVING THE REPAIRMAN OR SERVICEMAN RETURN TO CHECK; SINCE THE CUSTOMER IS OBLIGATED TO ALLOW ENTRY AT ANYTIME.

EXCEPTION IS HEREBY SUBMITTED TO THE FACTFINDER'S DEPARTURE FROM DOCUMENTED EVIDENCE; IN THIS ARBITRARY AND INAPPROPRIATE FASHION.

11. ACTUAL REVIEW AND ANALYSIS OF THE TRANSCRIPTS, EXHIBITS AND RECORD IN THIS MATTER DEMONSTRATE THAT THE CONCLUSIONS OF THE FACTFINDER ARE UNJUST, UNWARRANTED AND WITHOUT FACTUAL BASIS.

JUDICIAL ERROR

12. PURSUANT TO THE PROVISIONS OF RULE 1.470 OF THE RULES OF CIVIL PROCEDURE, STATE OF FLORIDA WHICH STATES IN PART;

"FOR APPELLATE PURPOSES NO EXCEPTION SHALL BE NECESSARY TO ANY ADVERSE RULING, ORDER, INSTRUCTION, OR THING WHATSOEVER SAID OR DONE AT TRIAL OR PRIOR THERETO OR AFTER VERDICT, WHICH WAS SAID OR DONE AFTER OBJECTION MADE AND CONSIDERED BY TRIAL COURT AND WHICH AFFECTED THE SUBSTANTIAL RIGHTS OF THE PARTY COMPLAINING AND WHICH IS ASSIGNED AS ERROR."

PETITIONER ASSERTS JUDICIAL ERROR IN THE FOLLOWING:

(A). FACTFINDER ARBITRARILY AND WRONGFULLY DENIED PETITIONER RIGHT TO INTRODUCE PRIOR ACTIONS RELATED TO ACTIONS IN THIS INSTANT CASE TO IMPEACH RESPONDENT.

(B). FACTFINDER ARBITRARILY AND WRONGFULLY DENIED PETITIONER RIGHT TO ENTER CERTAIN REVELERANT DOCUMENTATION INTO EVIDENCE.

(C). FACTFINDER ARBITRARILY AND WRONGFULLY ALLOWED ENTRY INTO THE RECORD IN THE APRIL 1, 1998 HEARING EXHIBITS AND DOCUMENTATION NOT GIVEN OR PRESENTED TO PETITIONER PRIOR TO IT'S INTRODUCTION. SHARED BY THE FACTFINDER, RESPONDENT AND INTERVENOR WITH THEIR PRIOR KNOWLEDGE THAT FACTFINDER WOULD NOT BE APPEARING

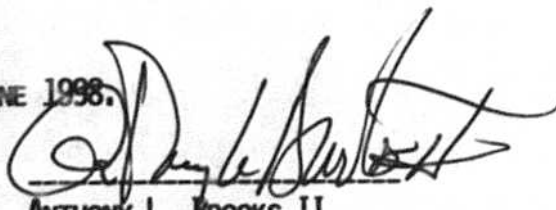
IN PERSON AT SAID HEARING.

AND,

(D). ALLOWING TO BE INTRODUCED AS PART OF ACTUAL ACCOUNT HISTORY DOCUMENTATION WHICH WAS DATED IN 1998, AND PURPORTED TO BE PART OF A RECORD OF 1996; HAVING FULL KNOWLEDGE THAT SAID DOCUMENTATION WAS CREATED IN 1998 AND IN DIRECT OPPOSITION TO EARLIER PREPARED ACCOUNT HISTORY RECORDS.

WHEREFORE: PETITIONER WOULD TENDER THIS IT'S EXCEPTIONS TO THE RECOMMENDED ORDER OF THE ADMINISTRATIVE LAW JUDGE.

RESPECTFULLY SUBMITTED THIS 24th DAY OF JUNE 1998.



ANTHONY L. BROOKS II
QUALIFIED REPRESENTATIVE
OF THE PETITIONER
POST OFFICE BOX 1363
SANFORD, FLORIDA 32772
407) 323-3657

CERTIFICATE OF SERVICE; 1

I HEREBY CERTIFY, THAT A TRUE AND CORRECT COPY OF THE FOREGOING WAS FURNISHED BY U.S. MAIL DELIVERY TO:


THE HONORABLE DANIEL M. KILBRIDE
DIVISION OF ADMINISTRATIVE HEARINGS
1230 APALACHEE PARKWAY THE DESOTO BUILDING
TALLAHASSEE, FLORIDA 32399-3060

THE FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399

KATHRYN G.W. CONDERY
3301 THOMASVILLE ROAD SUITE 300
TALLAHASSEE, FLORIDA 32312

MR. WM. COCHRAN KEATING IV
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399

THIS 24th DAY OF JUNE 1998.



ANTHONY L. BROOKS II