

BUY™

SELL™

SHOP™



Downloaded From  
[www.TextBookDiscrimination.com](http://www.TextBookDiscrimination.com)



**SELL YOUR OWN SAMPLES**

(help others get the justice that they deserve)



**BUY™**

**SELL™**

**SHOP™**

[www.TextBookDiscrimination.com](http://www.TextBookDiscrimination.com)

Get **Booked Up** on Justice!

© TBD Corporation. All Rights Reserved.

STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS

ALBERT BALZANTI,

Petitioner,

vs.

Case No.: 13-000814  
2012-02431

SHARED SOLUTIONS AND SERVICES,  
INC., ARROW ELECTRONICS,

Respondent.

---

**RESPONDENT'S MOTION TO RELINQUISH  
JURISDICTION AND MEMORANDUM OF LAW**

Respondent, Shared Solutions and Services, Inc./Arrow Electronics ("Company"), by and through its undersigned counsel, and pursuant to Rule 28-106.204, Florida Administrative Code, moves the Division of Administrative Hearings to relinquish jurisdiction to the Florida Commission on Human Relations ("FCHR)" for dismissal, and states:

1. Petitioner released all federal and state claims on August 17, 2011 when he executed a Severance Agreement and Release ("Agreement"). See attached Exhibit A;
2. There are no disputed material issues of fact as Petitioner acknowledges in the Petition that he executed the Agreement;
3. Petitioner seeks to invalidate the Agreement on the basis that Company did not disclose alleged discriminatory conduct prior to his execution of the Agreement;

4. The Florida Commission on Human Relations does not have jurisdiction to void, nullify, rescind, interpret or enforce the Agreement.

### **Facts**

1. Petitioner was employed by the Fort Lauderdale, Florida branch of Company from August 7, 2006 to August 17, 2011.

2. Petitioner's employment with Respondent ended upon the execution of a Severance Agreement and Release ("Agreement") dated August 17, 2011.

3. Under the terms of the Agreement, Petitioner was to receive his salary through August 15, 2011, including any commissions earned and any outstanding payments due for authorized expenses submitted to the Company in addition to severance pay in the amount of \$5,001.60 less any outstanding corporate card balance or authorized deductions and withholding.

4. Paragraph 9 of the Agreement provided Petitioner with an option up to twenty-one (21) days to consider the Agreement, and acknowledged that he had the right to obtain counsel. Paragraph 8 provided Petitioner the right to revoke the Agreement within seven (7) days from the date of execution.

5. Paragraph 2 of the Agreement specifically contains a release of any and all claims or causes of action arising out of or related to Employee's employment and/or separation from employment with Company and, without limitation, alleged contract and negligence claims or claims or causes of action arising under any federal, state or local law.

6. On or about July 28, 2012, Petitioner filed a Charge of Discrimination with the Florida Commission on Human Relations, alleging he was terminated on the basis of his national origin.

7. On or about August 8, 2012, Company received the FCHR Notice of Filing of Complaint of Discrimination.

8. On September 11, 2012, Company filed a Position Statement in response to the Complaint of Discrimination, attaching the Severance Agreement and Release as an exhibit to the Position Statement.

9. On February 1, 2013, FCHR issued a No Cause Determination in response to the Complaint of Discrimination.

10. On March 7, 2013, Petitioner filed a Petition for Relief following the Determination of No Cause by the Florida Commission on Human Relations.

11. On March 8, 2013, FCHR referred the matter to the Division of Administrative Hearings ("Division") pursuant to s. 120.57(1) Fla. Stat. (2012). A copy of Petitioner's Charge of Discrimination, Determination of No Cause, and Notice of Determination of No Cause were attached to the Petition for Relief transmitted to the Division.

### **Memorandum of Law**

The prior resolution of this matter by settlement agreement precludes the necessity of any further administrative proceedings. Claims of discrimination were specifically released by Petitioner in the Severance Agreement and Release. Thus, once Petitioner signed the Agreement which included a release of claims, the released claims cease to exist.

In Keeley v. Millers Super Value Store, Case No. 02-4727 (DOAH January 21, 2003), the Administrative Law Judge entered a Recommended Order of Dismissal on the basis that by entering into a release agreement, Petitioner waived her rights under Section 760.11, Florida Statutes, to prove that Respondent discriminated against her based on her race and/or disability. In Keeley, the Petitioner did not dispute that she signed the release discharging the respondent from all legal and equitable claims of any nature that she had or may have had against the respondent. A copy of the Keeley Recommended Order is attached as Exhibit B.

In Wunderlich v. WCI Communities, Inc., Case No. 08-0684 (April 8, 2008), the Administrative Law Judge entered a Recommended Order of Dismissal on the basis of undisputed facts similar to the undisputed facts in this case. Mr. Wunderlich executed a separation agreement which included a release of claims. Mr. Wunderlich, thereafter, filed a complaint of discrimination with FCHR, asserting that WCI engaged in an unlawful employment practice while he was employed there. Following FCHR's determination of no reasonable cause, Mr. Wunderlich filed a Petition for Relief.

The Recommended Order in Wunderlich determined that the Petitioner released claims under the Florida Civil Rights Act of 1992 and further noted, "Unless and until a court of competent jurisdiction permits Petitioner to rescind the Separation Agreement, he is precluded from bringing this complaint of discrimination." Wunderlich, Recommended Order at 3. A copy of the Wunderlich Recommended Order is attached as Exhibit C.

The FCHR's Final Order (FCHR Order No. 08-040) in Wunderlich adopted the Administrative Law Judge's recommendation of dismissal. In ruling on exceptions, the

Commission set forth a detailed discussion of the FCHR's precedent on the subject of a complainant's release of claims, as follows:

The Administrative Law Judge concluded that Petitioner, through entering into a Separation Agreement, released his claims under the Florida Civil Rights Act of 1992 against Respondent. . .

Essentially, the exceptions document argues that Respondent is in breach of the Separation Agreement. . .

In a case in which Petitioner argued that she had not received the money she was entitled to under a settlement agreement and Respondent argued that the money agreed to had been paid, a Commission panel stated: "Whether Petitioner received what she was entitled to under the Settlement and Release Agreement is not an issue appropriately before the Commission in our view. Rather the issue before the Commission is whether there is competent substantial evidence in the record to support the Administrative Law Judge's finding that claims brought forth in this matter have been released by Petitioner." Keeley v. Millers SuperValue Store, FCHR Order No. 03-057 (July 24, 2003).

In conclusions of law adopted by a Commission panel, it has been stated, "Enforcement of a settlement agreement is not within the jurisdiction conferred upon FCHR under Chapter 760, Florida Statutes. . . McShane v. Brevard County Sheriff's Office, FCHR Order No. 03-040 (July 3, 2003) . . .

Further, in a case in which a Petitioner alleged that he was unjustly pressured to sign a settlement agreement, a Commission panel adopted an Administrative Law Judge's conclusion that in the absence of a showing of legislative authority to "go behind" a settlement agreement by the parties in order to determine whether a settlement agreement by the parties resulted from just or unjust pressure, it must be concluded that in the face of the existing settlement agreement between the parties the case should be dismissed. Cotter v. Gambro Renal Products, Inc., FCHR Order No. 03-087 (December 29, 2003).

Finally, in a case in which a Petitioner alleged that he executed a settlement agreement under duress and without benefit of legal counsel, and in which the Administrative Law

Judge concluded that the Division of Administrative Hearings "has no authority to interpret, enforce, or nullify a private contract," a Commission panel stated, "If, as suggested by Keeley and McShane, supra, the Commission is without jurisdiction to enforce settlement agreements entered into in cases brought pursuant to the Florida Civil Rights Act of 1992, in our view, it would logically follow that the Commission is without jurisdiction to determine the validity of those agreements." Howard v. Colomer, USA, FCHR Order No. 06-084 (September 18, 2006).

Based on the foregoing, we conclude that the Commission has no authority to interpret whether Respondent is in breach of the Separation Agreement. It is undisputed that the agreement released Petitioner's Florida Civil Rights Act of 1992 claims against Respondent.

A copy of the Wunderlich Final Order is attached as Exhibit D.

There is no disputed issue of fact regarding whether Petitioner executed the Agreement. In his Petition, the Petitioner explicitly acknowledges that he executed the Agreement, stating in pertinent part:

My boss, Richard Farr, deliberately failed to disclose the discriminatory statements he had made, together with his later stated comment that there was a discriminatory animus which formed the basis for my termination, until after I had signed the release document. Had I known of the company's discriminatory conduct at the time I was presented with the release document, I would not have signed the document.

Petitioner seeks to void the Agreement executed on August 17, 2011 on the basis that he did not have knowledge of alleged discriminatory misconduct. It logically follows that if the Division will not "go behind" a settlement agreement by the parties in order to determine whether a settlement agreement resulted from just or unjust pressure, the Division is not in a position to determine whether alleged non-disclosure or deliberate concealment of alleged discriminatory conduct should warrant the rescission of a settlement agreement. Further, this is not the appropriate forum for interpretation of a

private contract between two parties. Simply put, the validity of a release agreement is not within the jurisdiction of FCHR.

The Petitioner's contention that FCHR has the power to independently prosecute a claim of employment discrimination, even though the aggrieved party has released his claims against the employer must be rejected as contrary to law. Miles v. MacFarlane, Case No. 10-8308 (DOAH December 9, 2010). Under Florida law and FCHR precedent, Petitioner's release of claims under federal and state law against Respondent means that Petitioner has no claims cognizable under the Florida Civil Rights Act of 1992, as amended, and the FCHR has no jurisdiction in this matter. Miles v. MacFarlane, Recommended Order at 14. A copy of the Miles Recommended Order is attached as Exhibit E.

Wherefore, Respondent, Shared Solutions, respectfully requests that the Division enter an order relinquishing jurisdiction to the Florida Commission of Human Relations for entry of a final order dismissing the petition for lack of jurisdiction.

**COPPINS, MONROE  
ADKINS & DINCMAN, P.A.**

---

Holly A. Dincman, Esq.  
Florida Bar No. 0115614  
hdincman@coppinsmonroe.com  
Melissa F. Sale, Esq.  
Florida Bar No. 0084641  
msale@coppinsmonroe.com  
1319 Thomaswood Drive  
Tallahassee, FL 32308  
(850) 422-2420 Phone  
(850) 422-2730 Fax

**CERTIFICATE OF SERVICE**

I certify that I have served a true and correct copy of Respondent's Motion to Relinquish Jurisdiction and Memorandum of Law via U.S. Mail to:

Albert Balzanti  
4857 Northwest 93rd Avenue  
Fort Lauderdale, FL 33351

on this 26th day of March, 2013.

---

Holly A. Dincman, Esq.

## SEVERANCE AGREEMENT AND RELEASE

This Severance Agreement and Release (the "Agreement") is entered into by and between Shared Technologies Inc. ("Company") and Albert Balzanti ("Employee").

WHEREAS, Employee acknowledges that Employee's separation from Company is effective August 15, 2011 ("Separation Date"). As of the Separation Date, Employee will no longer be required to fulfill any of the duties and responsibilities associated with Employee's position nor will Employee be authorized to act on behalf of the Company or direct the activities of any of the Company's employees. Notwithstanding the foregoing, nothing contained herein shall be deemed to terminate Employee's continuing obligations to the Company, including, but not limited to the obligations contained in the attached Agreement to Protect Shared Technologies Intellectual Property signed August 6, 2007. This Agreement must be executed by both parties and must be returned via U.S. Mail to Shared Technologies Inc., 2425 Gateway Drive, Irving, TX 75063, Attention: Human Resources Department, on or prior to September 1, 2011.

Therefore, in consideration of the mutual promises and covenants contained herein, and effective eight (8) days after Employee's execution of this Agreement (the "Effective Date"), the parties voluntarily agree as follows:

1. Company agrees to pay Employee's salary through August 15, 2011, including any commissions earned, if applicable, in accordance with the Company's Compensation Plan requirements, and any outstanding payments due for authorized expenses submitted to the Company, if applicable, pursuant to the Company's expense reimbursement policy. In addition, Company agrees to provide Employee with severance pay in the amount of \$ 5,001.60, less any outstanding corporate card balance as well as other authorized deductions, if applicable, and less applicable withholding, i.e., FICA, etc.,

which constitutes severance pay through August 15, 2011 (“Severance Payment”). Said payment will be made no sooner than eight (8) days after Employee executes this Agreement, provided Employee does not revoke this Agreement during the seven (7) day revocation period. Employee will be responsible for any and all COBRA health insurance payments (if elected) beginning September 1, 2011.

2. In exchange for the consideration described in paragraph 1, Employee knowingly and voluntarily agrees to irrevocably and unconditionally waive and release Company, its predecessors, successors, parents, subsidiaries, divisions, affiliates, assigns, agents, directors, officers, employees, representatives, attorneys, and all persons acting by, through, under or in concert with any of them (collectively, the “Releasees”), from any and all charges, complaints, claims, liabilities, obligations, promises, sums of money, agreements, controversies, damages, actions, suits, rights, demands, sanctions, costs (including attorneys' fees), losses, debts, and expenses of any nature whatsoever, existing on, or at any time prior to, the date hereof, in law, in equity or otherwise, which Employee, Employee’s successors, heirs or assigns had or have by reason of any fact, matter, cause or thing whatsoever. This Release includes, but is not limited to, a release of all claims or causes of action arising out of or related to Employee’s employment and/or separation from employment with Company and, without limitation, alleged contract and negligence claims or claims or causes of action arising under any federal, state or local law, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Employee Retirement Income Security Act, the Americans with Disabilities Act, and the Age Discrimination in Employment Act.

3. This Agreement shall not in any way be construed as an admission by Company or the other Releasees of any acts of wrongdoing, harassment, retaliation, negligence, discrimination or

violation of any statute, law or legal right whatsoever against Employee or any person, and Company specifically disclaims any such illegal discrimination or violation against Employee or any other person.

4. Employee represents and acknowledges that in executing this Agreement, Employee does not rely and has not relied upon any prior representation made by Company or its agents, representatives or attorneys with regard to the subject matter of said Agreement.

5. The language of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for, or against, any of the parties.

6. Employee agrees to return all Company property, tangible and intellectual, including, but not limited to, computers, laptops, wireless cards, keys, credit cards or any other property of the Company, that is in Employee's possession, custody or control. Failure to return Company property by the Effective Date, or on a date otherwise mutually agreed to in writing, will result in delay of Severance Payment until such time as all Company property is received.

7. Unless otherwise stated herein, this Agreement sets forth the entire agreement between the parties, and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter in this Agreement. Prior agreements between the parties concerning confidentiality, non-disclosure, non-solicitation and intellectual or other property rights shall, however, remain in full force and effect according to their terms.

8. The parties agree that Employee may revoke this Agreement within seven (7) days from execution of this Agreement.

9. By Employee's signature below, Employee represents and confirms that Employee: (a) has read this Agreement carefully and completely, (b) has been given a period of at least twenty-one (21) days to consider and review this Agreement, (c) has been informed of Employee's right to consult

with legal counsel and has had ample opportunity to do so, and (d) understands all provisions contained in this Agreement.

10. The contents of this Agreement, including but not limited to its financial terms, are strictly confidential. By signing this agreement, Employee agrees and represents to maintain the confidential nature of this Agreement, except (i) to legal counsel, tax and financial planners, and immediate family who agree to keep it confidential, and to the Internal Revenue Service; (ii) as otherwise required by law, in which case you shall notify Employer in writing in advance of disclosure; and (iii) as necessary to enforce this Agreement.

11. Both parties understand and agree that the laws of Texas will govern the validity, interpretation, and effect of this Agreement, as well as any other disputes arising out of or relating to this Agreement.

**[SIGNATURE PAGE FOLLOWS]**

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES THE RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

PLEASE SIGN THE SIGNATURE PAGE AND RETURN AN ORIGINALLY EXECUTED AGREEMENT VIA U.S. MAIL TO: SHARED TECHNOLOGIES INC., 2425 GATEWAY DRIVE, IRVING, TX 75063, ATTN: HUMAN RESOURCES DEPARTMENT. PLEASE MAKE A COPY FOR YOUR RECORDS.

SHARED TECHNOLOGIES INC.

By: \_\_\_\_\_

Name: Louis Burrell

Title: Vice President, Human Resources

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Albert Balzanti

Date: 8-17-11

STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS

DEBORAH KEELEY, )  
 )  
 Petitioner, )  
 )  
 vs. ) Case No. 02-4727  
 )  
 MILLERS SUPER VALUE STORE, )  
 )  
 Respondent. )  
 \_\_\_\_\_ )

RECOMMENDED ORDER OF DISMISSAL

This cause came on for consideration of Respondent's Motion to Relinquish Jurisdiction before Suzanne F. Hood, Administrative Law Judge with the Division of Administrative Hearings.

APPEARANCES

For Petitioner: Deborah Keeley, pro se  
715 South 15th Street  
Palatka, Florida 32177

For Respondent: Brian S. Duffy, Esquire  
McConnaughay, Duffy, Coonrod,  
Pope, and Weaver, P.A.  
101 North Monroe Street, Suite 900  
Tallahassee, Florida 32301

STATEMENT OF THE ISSUE

The issue is whether a Settlement and Release Agreement dated June 13, 2001, precludes further administrative proceedings.

PRELIMINARY STATEMENT

In July 2000, Petitioner Deborah Keeley (Petitioner) filed a Charge of Discrimination with the Florida Commission on Human Relations (FCHR). The charge alleged that Respondent Millers Super Value Store (Respondent) had discriminated against Petitioner based on her race and her disability.

On November 1, 2002, Petitioner filed an Election of Rights Form with FCHR. The form indicates that more than 180 days had elapsed since Petitioner had filed her Charge of Discrimination. The form also indicates that Petitioner elected to withdraw her charge and file a Petition for Relief to proceed with an administrative hearing as provided for under Sections 760.11(4)(b) and 760.11(8), Florida Statutes.

FCHR referred the case to the Division of Administrative Hearings on December 5, 2002. A copy of Petitioner's Charge of Discrimination and Election of Rights Form was attached to the referral. The record does not contain a copy of Petitioner's Petition for Relief.

The Division of Administrative Hearings issued an Initial Order on December 5, 2002. The parties did not file responses to this order.

On December 17, 2002, Respondent filed a Motion to Relinquish Jurisdiction and Motion for Extension of Time. The Motion to Relinquish Jurisdiction alleges that prior resolution

of the case by settlement agreement precludes the necessity of further proceedings. In the alternative, Respondent's Motion for Extension of Time sought additional time to file a response to the Initial Order.

On December 18, 2002, the undersigned issued an Order requiring Petitioner to show cause why the Motion to Relinquish Jurisdiction should not be granted. Petitioner filed a Response to Show Cause to Proceed with Case on January 6, 2003.

FINDINGS OF FACT

1. Petitioner has not worked for Respondent since June 2, 2000.

2. Petitioner filed her Charge of Discrimination with FCHR in July 2000. She alleged that the most recent or continuing discrimination took place on June 2, 2000.

3. On June 13, 2001, Petitioner signed a Settlement and Release Agreement. According to the agreement, Petitioner discharged Respondent from all legal and equitable claims of any nature that she had or may have had against Respondent. The agreement also states that "to the extent that Employee (Petitioner) has already instituted any action or claim of whatever nature, Employee agrees to dismiss/withdraw same, with prejudice, prior to signing this Agreement."

4. Petitioner's response to the December 18, 2002, Order addresses only her allegations of discrimination. It does not

make any reference to the June 13, 2001, Settlement and Release Agreement.

CONCLUSIONS OF LAW

5. The Division of Administrative Hearings has jurisdiction over the parties and the subject matter of this proceeding. Sections 120.569 and 120.57(1), Florida Statutes.

6. In this case, Petitioner does not dispute the fact that she signed the June 13, 2001, Settlement and Release Agreement, discharging Respondent from all legal and equitable claims of any nature that she had or may have had against Respondent. By entering into the agreement, Petitioner waived her rights under Section 760.11, Florida Statutes, to prove that Respondent discriminated against her based on her race and/or disability. Accordingly, this case should be dismissed with prejudice.

RECOMMENDATION

Based on the foregoing Findings of Fact and Conclusions of Law, it is

RECOMMENDED:

That FCHR enter a final order dismissing the Petition for Relief with prejudice.

DONE AND ENTERED this 21<sup>st</sup> day of January, 2003, in  
Tallahassee, Leon County, Florida.



SUZANNE F. HOOD  
Administrative Law Judge  
Division of Administrative Hearings  
The DeSoto Building  
1230 Apalachee Parkway  
Tallahassee, Florida 32399-3060  
(850) 488-9675 SUNCOM 278-9675  
Fax Filing (850) 921-6847  
www.doah.state.fl.us

Filed with the Clerk of the  
Division of Administrative Hearings  
this 21<sup>st</sup> day of January, 2003.

COPIES FURNISHED:

Denise Crawford, Agency Clerk  
Florida Commission on Human Relations  
2009 Apalachee Parkway, Suite 100  
Tallahassee, Florida 32301

Brian S. Duffy, Esquire  
McConnaughay, Duffy, Coonrod,  
Pope, and Weaver, P.A.  
101 North Monroe Street, Suite 900  
Tallahassee, Florida 32301

Deborah L. Keeley  
715 South 15th Street  
Palatka, Florida 32177

Cecil Howard, General Counsel  
Florida Commission on Human Relations  
2009 Apalachee Parkway, Suite 100  
Tallahassee, Florida 32301

NOTICE OF RIGHT TO SUBMIT EXCEPTIONS

All parties have the right to submit written exceptions within 15 days from the date of this Recommended Order. Any exceptions to this Recommended Order should be filed with the agency that will issue the final order in this case.

STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS

ROBERT WUNDERLICH, )  
 )  
 Petitioner, )  
 )  
 vs. ) Case No. 08-0684  
 )  
 WCI COMMUNITIES, INC., )  
 )  
 Respondent. )  
 \_\_\_\_\_ )

RECOMMENDED ORDER OF DISMISSAL

This cause came to be heard by telephone conference call on Respondent's Motion to Remand filed March 18, 2008, on Petitioner's response thereto filed March 31, 2008, and on Respondent's Notice of Supplemental Authority filed April 2, 2008. The facts set forth in this Order are undisputed.

Respondent's motion is based on two theories. First, Respondent argues that Petitioner's Petition for Relief was not filed within 365 days of the last date of the alleged discrimination as required by Section 760.11(1), Florida Statutes (2007), and is, consequently, time-barred as a matter of law. Second, Respondent argues that Petitioner has specifically released any claims under the Florida Civil Rights Act by his execution of a Separation Agreement dated March 1, 2005 (the Separation Agreement).

Prior to March 1, 2005, Petitioner was employed by Respondent. The act of discrimination at issue in this proceeding allegedly occurred in February 2005. On March 1, 2005, Petitioner and Respondent executed the Separation Agreement, which terminated Petitioner's employment with Respondent. The Separation Agreement provided for Respondent to pay Petitioner the sum of \$480,000.00, less all required payroll deductions, in three installments. The first and second installments, in the total sum of \$240,000.00, have been paid to Petitioner by Respondent.

A dispute exists between Petitioner and Respondent as to whether the third installment in the amount of \$240,000.00 is due from Respondent to Petitioner. On or about June 13, 2007, Petitioner filed suit against Respondent in the Palm Beach County Circuit Court seeking, in Count I, damages for Respondent's alleged breach of the Separation Agreement and, in Count II a Declaratory Judgment as to a provision of the Separation Agreement. Petitioner's complaint in Circuit Court does not seek to rescind the Separation Agreement.

Paragraph 1 of the Separation Agreement provides for the payments to be made by Respondent to Petitioner. Paragraph 2 of the Separation Agreement provides, in part, as follows:

2. In return for the consideration provided in Paragraph 1 of this Agreement, Employee [Petitioner] does hereby

unconditionally release, discharge and hold Employer [Respondent] . . . (hereafter referred to as Released Parties) harmless from and covenants not to sue upon, each and every action, claim, right, liability, charge or demand of any kind or nature that Employee had, has now or might hereafter claim to have against Released Parties as of the date of the execution of this Agreement including, but not limited to, any and all claims in connection with his employment relationship, terms and conditions of his employment (including compensation and benefits) and the termination of his employment relationship and the surrounding circumstances thereof, and further from any actions, claims, rights, liabilities, charges or demands of any nature whatsoever which may be raised pursuant to any law, constitution, statute, regulation, or any common law theory, whether in tort, contract, equity or otherwise (with all of the foregoing collectively referred to as "Claims(s)"). Specifically included in Employee's release of claims are all employment Claims for injury to Employee, including, but not limited to, those arising under the . . . Civil Rights Act of 1866, 1871, 1964, and 1991, as amended . . . the Florida Civil Rights Act of 1992, and the Florida Whistleblower's Act. . . .

The subject complaint of discrimination was brought by Petitioner pursuant to the Florida Civil Rights Act of 1992, as amended. Pursuant to the Separation Agreement, Petitioner has released any claims he has or had under that Act. Unless and until a court of competent jurisdiction permits Petitioner to rescind the Separation Agreement, he is precluded from bringing this complaint of discrimination.

The Florida Commission on Human Relations transmitted the subject Petition for Relief on February 7, 2008. Included in the package were the Petition for Relief, dated February 5, 2008, a Determination of No Cause dated January 2, 2008, and an Amended Employment Complaint dated August 16, 2007. Respondent correctly argues that the 365-day deadline for the filing of claims of discrimination set forth in Section 760.11(1), Florida Statutes (2007), is a statute of limitation. A statute of limitations may be tolled pursuant to the provisions of Section 95.051, Florida Statutes (2007), or by the application of the doctrine of equitable tolling.

For the reasons argued by Respondent, the undersigned rejects Petitioner's argument that the payment of the first two installments of the amounts provided in the Separation Agreement serve to toll the 365-day deadline pursuant to the provisions of Section 95.051(1)(f), Florida Statutes (2007).

The doctrine of equitable tolling of a statute of limitations can be applied in very limited circumstances. A judicially created doctrine, equitable tolling was described in Machules v. Department of Administration, 523 So. 2d 1132 (Fla. 1988), as being applicable "when the plaintiff has been misled or lulled into inaction, has in some extraordinary way been prevented from asserting his rights, or has timely asserted his rights mistakenly in the wrong forum." 523 So. 2d at 1134.

Given the factual nature of equitable tolling, one cannot enumerate all of the circumstances in which it may be available. Without an evidentiary hearing to provide Petitioner with an opportunity to factually establish his theory that the statute of limitations has been tolled by the doctrine of equitable tolling, it is inappropriate at this juncture to dismiss this proceeding on the ground that the matter is time-barred.

In light of the determination that Petitioner has released his claims under the Florida Civil Rights Act of 1992, it is unnecessary to conduct such an evidentiary hearing.

The premises considered, it is ORDERED:

That DOAH Case No. 08-0684 is closed, and jurisdiction of this proceeding is relinquished to the Florida Commission on Human Relations with the recommendation that a final order of dismissal be entered based on Petitioner's release of his rights to bring such action by the Separation Agreement.

DONE AND ENTERED this 8th day of April, 2008, in  
Tallahassee, Leon County, Florida.



---

CLAUDE B. ARRINGTON  
Administrative Law Judge  
Division of Administrative Hearings  
The DeSoto Building  
1230 Apalachee Parkway  
Tallahassee, Florida 32399-3060  
(850) 488-9675 SUNCOM 278-9675  
Fax Filing (850) 921-6847  
www.doah.state.fl.us

Filed with the Clerk of the  
Division of Administrative Hearings  
this 8th day of April, 2008.

COPIES FURNISHED:

Denise Crawford, Agency Clerk  
Florida Commission on Human Relations  
2009 Apalachee Parkway, Suite 100  
Tallahassee, Florida 32301

Jonathan A. Berkowitz, Esquire  
Cohen, Norris, Scherer, Weinberger &  
Wolmer  
712 U.S. Highway One, Suite 400  
North Palm Beach, Florida 34408

Alexander del Russo, Esquire  
Carlton Fields  
Post Office Box 150  
West Palm Beach, Florida 33402

Cecil Howard, General Counsel  
Florida Commission on Human Relations  
2009 Apalachee Parkway, Suite 100  
Tallahassee, Florida 32301

NOTICE OF RIGHT TO SUBMIT EXCEPTIONS

All parties have the right to submit written exceptions within 15 days from the date of this Recommended Order. Any exceptions to this Recommended Order should be filed with the agency that will issue the Final Order in this case.

STATE OF FLORIDA  
COMMISSION ON HUMAN RELATIONS

FILED

08 JUL -2 PM 1:52

ROBERT WUNDERLICH,

EEOC Case No. NONE

Petitioner,

FCHR Case No. 2007-01755

v.

DOAH Case No. 08-0684

WCI COMMUNITIES, INC.,

FCHR Order No. 08-040

Respondent.

DIVISION OF  
ADMINISTRATIVE  
HEARINGS

**FINAL ORDER DISMISSING PETITION FOR  
RELIEF FROM AN UNLAWFUL EMPLOYMENT PRACTICE**

Preliminary Matters

Petitioner Robert Wunderlich filed a complaint of discrimination pursuant to the Florida Civil Rights Act of 1992, Sections 760.01 - 760.11, Florida Statutes (2003), alleging that Respondent WCI Communities, Inc., committed an unlawful employment practice on the basis of Petitioner's religion (Jewish), according to the Petition for Relief by creating a hostile work environment resulting in Petitioner's constructive discharge.

The allegations set forth in the complaint were investigated, and, on January 2, 2008, the Executive Director issued his determination finding that there was no reasonable cause to believe that an unlawful employment practice had occurred.

Petitioner filed a Petition for Relief from an Unlawful Employment Practice, and the case was transmitted to the Division of Administrative Hearings (DOAH) for the conduct of a formal proceeding.

The case was assigned to Administrative Law Judge Claude B. Arrington, and the cause came to be heard by telephone conference call on Respondent's Motion to Remand filed March 18, 2008, on Petitioner's response thereto filed March 31, 2008, and on Respondent's Notice of Supplemental Authority filed April 2, 2008.

Subsequently, Judge Arrington issued a Recommended Order of Dismissal, dated April 8, 2008.

Pursuant to notice, public deliberations were held on June 26, 2008, by means of Communications Media Technology (namely, telephone) before this panel of Commissioners. The public access point for these telephonic deliberations was the Office of the Florida Commission on Human Relations, 2009 Apalachee Parkway, Suite 100, Tallahassee, Florida, 32301. At these deliberations, the Commission panel determined the action to be taken on the Recommended Order of Dismissal.

Findings of Fact

We find the Administrative Law Judge's findings of fact contained in the Recommended Order of Dismissal to be supported by competent substantial evidence. We adopt the Administrative Law Judge's findings of fact.

Conclusions of Law

We find the Administrative Law Judge's application of the law to the facts in the Recommended Order of Dismissal to result in a correct disposition of the matter. We adopt the Administrative Law Judge's conclusions of law.

Exceptions

Petitioner filed exceptions to the Recommended Order of Dismissal in a document entitled, "Petitioner, Robert Wunderlich's Written Exceptions to the Recommended Order of Dismissal Based Upon the Motion to Remand for Lack of Jurisdiction."

The exceptions document was filed with DOAH on April 23, 2008. While the exceptions document was sent to DOAH rather than the Commission, it was filed with DOAH within fifteen days after the issuance of the Recommended Order of Dismissal, and therefore is deemed timely filed. Accord, Lane v. Terry Laboratories, Inc., FCHR Order No. 08-022 (April 14, 2008), Lucas v. Department of Children and Family Services, FCHR Order No. 07-023 (March 12, 2007), Harris v. Lake County School District, FCHR Order No. 06-057 (June 20, 2006), Brockman v. University of Miami-Bascom Palmer Eye Institute, FCHR Order No. 05-127 (November 21, 2005), and Welch v. Department of Children and Family Services, FCHR Order No. 05-118 (October 20, 2005).

The Administrative Law Judge concluded that Petitioner, through entering into a Separation Agreement, released his claims under the Florida Civil Rights Act of 1992 against Respondent. In addition, the Administrative Law Judge concluded that there was no reason to consider the issue of whether the Complaint of Discrimination was timely, since the claim in the Complaint of Discrimination has been released. See Recommended Order of Dismissal.

Essentially, the exceptions document argues that Respondent is in breach of the Separation Agreement and that, therefore, the time for filing a Complaint of Discrimination has been equitably tolled since the reason a discrimination case was not filed earlier was the assumption that the Separation Agreement would be complied with by Respondent.

In a case in which Petitioner argued that she had not received the money she was entitled to under a settlement agreement and Respondent argued that the money agreed to had been paid, a Commission panel stated: "Whether Petitioner received what she was entitled to under the Settlement and Release Agreement is not an issue appropriately

before the Commission in our view. Rather the issue before the Commission is whether there is competent substantial evidence in the record to support the Administrative Law Judge's finding that claims brought forth in this matter have been released by Petitioner." Keeley v. Millers SuperValue Store, FCHR Order No. 03-057 (July 24, 2003).

In conclusions of law adopted by a Commission panel, it has been stated, "Enforcement of a settlement agreement is not within the jurisdiction conferred upon FCHR under Chapter 760, Florida Statutes. There is no provision found in Sections 760.01, 760.04, 760.05 or 760.06 of the Florida Statutes that provides FCHR with jurisdiction to enforce settlement agreements that are violated, even if those agreements arise out of a charge originally filed with FCHR...Moreover, there is no provision found in Section 760.07, 760.10 or 760.11, Florida Statutes, that would make breach of a settlement agreement an unlawful employment practice." McShane v. Brevard County Sheriff's Office, FCHR Order No. 03-040 (July 3, 2003) adopting conclusions of law found in the Recommended Order of DOAH Case No. 01-4449, dated February 14, 2003.

Further, in a case in which a Petitioner alleged that he was unjustly pressured to sign a settlement agreement, a Commission panel adopted an Administrative Law Judge's conclusion that in the absence of a showing of legislative authority to "go behind" a settlement agreement by the parties in order to determine whether a settlement by the parties resulted from just or unjust pressure, it must be concluded that in the face of the existing settlement agreement between the parties the case should be dismissed. Cotter v. Gambro Renal Products, Inc., FCHR Order No. 03-087 (December 29, 2003).

Finally, in a case in which a Petitioner alleged that he executed a settlement agreement under duress and without benefit of legal counsel, and in which the Administrative Law Judge concluded that the Division of Administrative Hearings "has no authority to interpret, enforce, or nullify a private contract," a Commission panel stated, "If as suggested by Keeley and McShane, supra, the Commission is without jurisdiction to enforce settlement agreements entered into in cases brought pursuant to the Florida Civil Rights Act of 1992, in our view, it would logically follow that the Commission is without jurisdiction to determine the validity of those agreements." Howard v. Colomer, USA, FCHR Order No. 06-084 (September 18, 2006).

Based on the foregoing, we conclude that the Commission has no authority to interpret whether Respondent is in breach of the Separation Agreement. It is undisputed that the agreement released Petitioner's Florida Civil Rights Act of 1992 claims against Respondent. Since these claims have been released, in our view, there is no need at this time to consider whether the time for filing a Complaint of Discrimination has been equitably tolled.

Petitioner's exceptions are rejected.

#### Dismissal

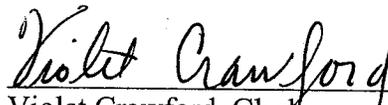
The Petition for Relief and Complaint of Discrimination are DISMISSED with prejudice.

The parties have the right to seek judicial review of this Order. The Commission and the appropriate District Court of Appeal must receive notice of appeal within 30 days of the date this Order is filed with the Clerk of the Commission. Explanation of the right to appeal is found in Section 120.68, Florida Statutes, and in the Florida Rules of Appellate Procedure 9.110.

DONE AND ORDERED this 1<sup>st</sup> day of July, 2008.  
FOR THE FLORIDA COMMISSION ON HUMAN RELATIONS:

Commissioner Donna Elam, Panel Chairperson;  
Commissioner Anice R. Prosser; and  
Commissioner Gilbert M. Singer

Filed this 1<sup>st</sup> day of July, 2008,  
in Tallahassee, Florida.



Violet Crawford, Clerk  
Commission on Human Relations  
2009 Apalachee Parkway, Suite 100  
Tallahassee, FL 32301  
(850) 488-708

Copies furnished to:

Robert Wunderlich  
c/o Jonathan A. Berkowitz, Esq.  
Cohen, Norris, Scherer, Weinberger & Wolmer  
712 U.S. Highway One, Suite 400  
P.O. Box 13146  
North Palm Beach, FL 33408-7146

WCI Communities, Inc.  
c/o Alexander D. del Russo, Esq.  
Carlton Fields, P.A.  
P.O. Box 150  
West Palm Beach, FL 33402-0150

FCHR Order No. 08-040

Page 5

Claude B. Arrington, Administrative Law Judge, DOAH

James Mallue, Legal Advisor for Commission Panel

I HEREBY CERTIFY that a copy of the foregoing has been mailed to the above listed addressees this 1<sup>st</sup> day of July, 2008.

By: *Violet Crawford*  
Clerk of the Commission  
Florida Commission on Human Relations

STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS

JESSICA MILES, )  
 )  
 Petitioner, )  
 )  
 vs. ) Case No. 10-8308  
 )  
 MACFARLANE, FERGUSON AND )  
 MCMULLEN, P.A., )  
 )  
 Respondent. )  
 \_\_\_\_\_ )

RECOMMENDED ORDER OF DISMISSAL

This cause came on for consideration without an evidentiary hearing for the reasons set out below.

STATEMENT OF THE ISSUE

Whether this cause is barred by a release of all claims.

PRELIMINARY STATEMENT

On February 5, 2010, Petitioner, Jessica Miles ("Petitioner"), filed an Employment Complaint of Discrimination with the Florida Commission on Human Relations ("FCHR") alleging that Respondent, MacFarlane, Ferguson and McMullen, P.A. ("Respondent"), discriminated against Petitioner due to her gender and her pregnancy, in violation of the Florida Civil Rights Act of 1992, Sections 760.01 through 760.11, Florida Statutes (2008).

On July 27, 2010, the FCHR determined that there was no reasonable cause to believe that it had jurisdiction because the complainant had signed a general release. The FCHR's Notice of Determination was sent to Petitioner with a point of entry to request an administrative hearing by filing a Petition for Relief ("Petition") with the FCHR within 35 days of the date of the Notice of Determination.

On August 19, 2010, Petitioner timely filed a Petition with the FCHR. On August 25, 2010, the FCHR forwarded the Petition to the Division of Administrative Hearings for the assignment of an administrative law judge to conduct all necessary proceedings and submit a recommended order to the FCHR.

In response to an initial order by the undersigned regarding scheduling the final hearing, the parties separately indicated that only a short hearing would be necessary, because the sole issue presented was whether Petitioner's general release of claims constituted a bar to the FCHR's jurisdiction and to administrative proceedings on Petitioner's Petition.

On September 21, 2010, the undersigned issued an Order to Show Cause stating that the parties appear to be in agreement, that there are no disputed issues of material fact, and that the sole issue presented was a legal question regarding jurisdiction. The parties were each given an opportunity to respond, to address whether any disputed issues of material fact

had been raised for resolution in an evidentiary hearing, and, if not, to address whether a recommended order of dismissal should be entered based on the lack of jurisdiction as a matter of law.

The parties each timely filed their legal arguments on jurisdiction. Neither party disputed the suggestion that no disputed issues of material fact had been raised for resolution in an evidentiary hearing. Accordingly, a telephonic hearing was scheduled and held on November 9, 2010, for argument on the legal question presented.

#### UNDISPUTED FACTS

1. Petitioner admits that she signed a severance agreement with Respondent, which included a release of claims against Respondent.

2. Petitioner's Petition does not allege any disputed issues of material fact. For example, the Petition does not contend that Petitioner was not acting knowingly or voluntarily when she executed a release of claims.

3. Instead, the Petition asserts that the FCHR is not bound by Petitioner's release of claims. That is the only basis upon which the Petition disputes the FCHR's determination of no jurisdiction. Petitioner contends in her Petition that the FCHR has the right and obligation to independently prosecute the complaint of discrimination.

CONCLUSIONS OF LAW

4. The Division of Administrative Hearings has jurisdiction of the subject matter and the parties to this proceeding. §§ 120.569 and 120.57(1), Fla. Stat.<sup>1</sup>

5. The FCHR forwarded this matter for the assignment of an Administrative Law Judge to conduct "all necessary proceedings" and issue a recommended order.

6. The parties acknowledge that there are no disputed issues of material fact for resolution in an evidentiary hearing. Instead, the parties agree that the sole legal question presented is whether Petitioner's admitted execution of a general release of all claims operates as a bar to FCHR jurisdiction and to administrative proceedings.

7. The FCHR has already conclusively resolved this legal question against Petitioner's position. Further, even if Petitioner had alleged that her severance agreement with a release of claims was invalid, that allegation would not be cognizable in this proceeding.

8. In Wunderlich v. WCI Communities, Inc., Case No. 08-0684 (DOAH April 8, 2008), the Administrative Law Judge entered a Recommended Order of Dismissal on the basis of undisputed facts similar to the undisputed facts in this case. In that case, Mr. Wunderlich executed a "separation agreement," which included a release of claims, terminating his employment

with WCI Communities. Mr. Wunderlich, thereafter, filed a complaint of discrimination with the FCHR, asserting that WCI Communities had engaged in an unlawful employment practice while Mr. Wunderlich was employed there. Following the FCHR's determination of no reasonable cause, Mr. Wunderlich filed a Petition for Relief, alleging a dispute based upon WCI Communities' failure to pay all installments due under the separation agreement. The Recommended Order of Dismissal determined that Mr. Wunderlich had released any claims he had under the Florida Civil Rights Act of 1992, as amended, and further, "Unless and until a court of competent jurisdiction permits Petitioner to rescind the Separation Agreement, he is precluded from bringing this complaint of discrimination." Wunderlich, Recommended Order at 3.

9. The FCHR's Final Order (FCHR Order No. 08-040) adopted the Administrative Law Judge's recommendation of dismissal. In ruling on exceptions, the FCHR sets forth a detailed discussion of the FCHR precedent on the subject of a complainant's release of claims, as follows:

The Administrative Law Judge concluded that Petitioner, through entering into a Separation Agreement, released his claims under the Florida Civil Rights Act of 1992 against Respondent. . .

Essentially, the exceptions document argues that Respondent is in breach of the Separation Agreement. . .

In a case in which Petitioner argued that she had not received the money she was entitled to under a settlement agreement and Respondent argued that the money agreed to had been paid, a Commission panel stated: "Whether Petitioner received what she was entitled to under the Settlement and Release Agreement is not an issue appropriately before the Commission in our view. Rather the issue before the Commission is whether there is competent substantial evidence in the record to support the Administrative Law Judge's finding that claims brought forth in this matter have been released by Petitioner." Keeley v. Millers SuperValue Store, FCHR Order No. 03-057 (July 24, 2003).

In conclusions of law adopted by a Commission panel, it has been stated, "Enforcement of a settlement agreement is not within the jurisdiction conferred upon FCHR under Chapter 760, Florida Statutes. . . . McShane v. Brevard County Sheriff's Office, FCHR Order No. 03-040 (July 3, 2003) . . .

Further, in a case in which a Petitioner alleged that he was unjustly pressured to sign a settlement agreement, a Commission panel adopted an Administrative Law Judge's conclusion that in the absence of a showing of legislative authority to "go behind" a settlement agreement by the parties in order to determine whether a settlement agreement by the parties resulted from just or unjust pressure, it must be concluded that in the face of the existing settlement agreement between the parties the case should be dismissed. Cotter v. Gambro Renal Products, Inc., FCHR Order No. 03-087 (December 29, 2003).

Finally, in a case in which a Petitioner alleged that he executed a settlement agreement under duress and without benefit of legal counsel, and in which the

Administrative Law Judge concluded that the Division of Administrative Hearings "has no authority to interpret, enforce, or nullify a private contract," a Commission panel stated, "If, as suggested by Keeley and McShane, supra, the Commission is without jurisdiction to enforce settlement agreements entered into in cases brought pursuant to the Florida Civil Rights Act of 1992, in our view, it would logically follow that the Commission is without jurisdiction to determine the validity of those agreements." Howard v. Colomer, USA, FCHR Order No. 06-084 (September 18, 2006).

Based on the foregoing, we conclude that the Commission has no authority to interpret whether Respondent is in breach of the Separation Agreement. It is undisputed that the agreement released Petitioner's Florida Civil Rights Act of 1992 claims against Respondent.

Accordingly, the FCHR dismissed the Petition for Relief and complaint of discrimination with prejudice.

10. More recently, in Bovea v. Mercantile Commercebank, Case No. 09-0394 (DOAH June 30, 2009), the Administrative Law Judge recommended dismissal, for lack of jurisdiction of Mr. Bovea's Petition for Relief from employment discrimination, because Mr. Bovea had released his claims against Commercebank. In that case, as here, Mr. Bovea had signed a general release agreeing to forego any claims against his employer, but later filed a complaint with the FCHR. The FCHR investigated Mr. Bovea's complaint of employment discrimination and issued a determination of no jurisdiction. Mr. Bovea filed a Petition

for Relief, alleging that he did not knowingly or voluntarily release his claims. After an evidentiary hearing, the Administrative Law Judge found that Mr. Bovea failed to prove his challenge to the validity of his release and concluded as follows: "Mr. Bovea, therefore, has no claim cognizable under the Florida Civil Rights Act of 1992, as amended, and the FCHR has no jurisdiction in this matter." Bovea, Recommended Order at 19.

11. In its Final Order (FCHR Order No. 09-089), the FCHR adopted the Administrative Law Judge's recommendation of dismissal for lack of jurisdiction based on the release. However, the FCHR commented in its Conclusions of Law that in accordance with its precedent discussed in the Wunderlich Final Order, supra, the FCHR would not have jurisdiction to determine the validity of Mr. Bovea's release in any event. Final Order at 2.

12. In this case, Petitioner fails to address these indistinguishable final orders of the FCHR. Instead, Petitioner's argument is based solely on the premise that a complainant's release of claims would not operate as a bar to the federal Equal Employment Opportunity Commission's ("EEOC") separate prosecution of a discrimination charge. Petitioner filed materials regarding the EEOC's authority and policies about releases to support its argument. But as Respondent aptly

points out in its Reply to Petitioner's Response to Order to Show Cause, the scope of the EEOC's authority and the EEOC's policies about releases are irrelevant. The FCHR's authority and jurisdiction under the Florida Civil Rights Act of 1992, as amended, must be addressed by reference to Florida law. As detailed in Respondent's reply, the structure and authority of the EEOC and the FCHR are different.

13. With respect to claims of employment discrimination, the FCHR has specific authority to receive complaints, investigate, conciliate, and make initial determinations, but FCHR does not, itself, have authority to initiate administrative proceedings or enforcement actions in court. See §§ 760.05, 760.06, and 760.11, Fla. Stat. In contrast, with respect to claims of housing discriminatory practices under the Fair Housing Act, the FCHR is expressly given the statutory authority and discretion to institute civil actions in court and to initiate administrative proceedings. §§ 760.34(7)(a) and 760.35(3)(a)1., Fla. Stat.

14. Thus, Petitioner's argument that the FCHR has the power to independently prosecute a claim of employment discrimination, even though the aggrieved party has released her claims against the employer, must be rejected as contrary to law. Under Florida law and FCHR precedent, Petitioner's release of claims against Respondent means that Petitioner has no claims

cognizable under the Florida Civil Rights Act of 1992, as amended, and the FCHR has no jurisdiction in this matter.

RECOMMENDATION

Based upon the foregoing Findings of Fact and Conclusions of Law, it is

RECOMMENDED that a final order be entered by the Florida Commission on Human Relations dismissing Petitioner, Jessica Miles', Petition for Relief from employment discrimination for lack of jurisdiction.

DONE AND ENTERED this 9th day of December, 2010, in Tallahassee, Leon County, Florida.



---

ELIZABETH W. MCARTHUR  
Administrative Law Judge  
Division of Administrative Hearings  
The DeSoto Building  
1230 Apalachee Parkway  
Tallahassee, Florida 32399-3060  
(850) 488-9675  
Fax Filing (850) 921-6847  
www.doah.state.fl.us

Filed with the Clerk of the  
Division of Administrative Hearings  
this 9th day of December, 2010.

ENDNOTE

<sup>1/</sup> Unless otherwise indicated, all references to the Florida Statutes are to the 2010 version. Although the current versions of these statutes are cited, they have not been amended during any time pertinent to this case.

COPIES FURNISHED:

Larry Kranert, General Counsel  
Florida Commission on Human Relations  
2009 Apalachee Parkway, Suite 100  
Tallahassee, Florida 32301

Denise Crawford, Agency Clerk  
Florida Commission on Human Relations  
2009 Apalachee Parkway, Suite 100  
Tallahassee, Florida 32301

David J. Linesch, Esquire  
The Linesch Firm  
700 Bee Pond Road  
Palm Harbor, Florida 34683

Frank E. Brown, Esquire  
MacFarlane, Ferguson & McMullen, P.A.  
Post Office Box 1531  
Tampa, Florida 33601

NOTICE OF RIGHT TO SUBMIT EXCEPTIONS

All parties have the right to submit written exceptions within 15 days from the date of this Recommended Order. Any exceptions to this Recommended Order should be filed with the agency that will issue the Final Order in this case.

BUY™

SELL™

SHOP™



Downloaded From  
[www.TextBookDiscrimination.com](http://www.TextBookDiscrimination.com)



**SELL YOUR OWN SAMPLES**

(help others get the justice that they deserve)



**BUY™**

**SELL™**

**SHOP™**

[www.TextBookDiscrimination.com](http://www.TextBookDiscrimination.com)

Get **Booked Up** on Justice!

© TBD Corporation. All Rights Reserved.