

STATE OF FLORIDA
REEMPLOYMENT ASSISTANCE APPEALS COMMISSION

In the matter of:

Claimant/Appellee

R.A.A.C. Order No. 13-06990

vs.

Referee Decision No. 13-59434U

Employer/Appellant

ORDER OF REEMPLOYMENT ASSISTANCE APPEALS COMMISSION

I.
Introduction

This case comes before the Commission for disposition, pursuant to Section 443.151(4)(c), Florida Statutes, of an appeal of the decision of a reemployment assistance appeals referee entered on July 22, 2013. The referee's decision stated that a request for review should specify any and all allegations of error with respect to the referee's decision, and that allegations of error not specifically set forth in the request for review may be considered waived.

By law, the Commission's review is limited to those matters that were presented to the referee and are contained in the official record. A decision of an appeals referee cannot be overturned by the Commission if the referee's material findings are supported by competent and substantial evidence and the decision comports with the legal standards established by the Florida Legislature. The Commission cannot reweigh the evidence or consider additional evidence that a party could have reasonably been expected to present to the referee during the hearing. Additionally, it is the responsibility of the appeals referee to judge the credibility of the witnesses and to resolve conflicts in evidence, including testimonial evidence. Absent extraordinary circumstances, the Commission cannot substitute its judgment and overturn a referee's conflict resolution.

II.

The Proceedings Below

The evidentiary hearing in this matter occurred on April 9, 2013. The claimant, who is an attorney, represented himself. The employer was represented by counsel and presented the employer's human resources administrator as a witness. On April 10, 2013, the appeals referee issued a decision holding the claimant was disqualified because he voluntarily quit without good cause attributable to the employer.

The claimant requested review by the Commission. Upon such review, the Commission vacated the referee's decision and remanded the case for the referee, in determining whether the claimant's quitting was for good cause attributable to the employer, to consider the application of *Sullivan v. Unemployment Appeals Commission*, 93 So. 3d 1047 (Fla. 1st DCA 2012), and *Rodriguez v. Unemployment Appeals Commission*, 851 So. 2d 247 (Fla. 3d DCA 2003).

On July 22, 2013, an appeals referee issued a new decision that contained the following findings of fact:

The claimant worked as a staff attorney for a county clerk of the courts beginning on November 3, 2011, to January 7, 2013. The claimant's direct supervisor was the clerk of the court. The clerk of the court lost the election for his position. The claimant's supervisor told the claimant that he was going to lose his position. The claimant was offered a voluntary lay-off package. The claimant was encouraged to accept the package and was advised that it would not affect his claim for unemployment compensation benefits. The claimant accepted the package and resigned his position.

The Commission has conducted a thorough review of the evidentiary record and finds that competent, substantial evidence supports the referee's material findings of fact. Accordingly, the referee's findings are adopted in this order.

The referee also reached the following material conclusions of law:

The record shows that the claimant quit his position. The record further shows that the claimant was notified by the employer that his position was at risk and encouraged to accept a separation package. The testimony also shows that the claimant was notified that he would be eligible to receive benefits. The burden of proof is

on the claimant who voluntarily quit work to show by a preponderance of the evidence that quitting was with good cause. *Uniweld Products, Inc., v. Industrial Relations Commission*, 277 So. 2d 827 (Fla. 4th DCA 1973). In this case, that burden has been met. It is clear from the testimony that the claimant was assured that by accepting the separation package that he would be entitled to receive benefits. The claimant as such was encouraged to leave his position by the employer and as such has quit with good cause attributable to the employer. The claimant as such is qualified to receive benefits as long as all other requirements are met.

Based on these findings and conclusions, the referee held the claimant's quitting was for good cause attributable to the employer and held him not disqualified from benefits. The employer then filed a timely request for review by the Commission.

III. **Issues on Appeal**

On appeal to the Commission, the employer makes four major contentions. First, the employer seemingly challenges the appeals referee's finding of fact that the employer assured the claimant that his acceptance of the voluntary layoff package would not affect his future claim for reemployment assistance benefits. Request for Review ("RFR") at 3-4. Second, the employer contends that the referee erroneously applied *Rodriguez* and *Sullivan* to conclude that the claimant's quitting was for good cause attributable to the employer. RFR at 3-4. Third, the employer asserts the voluntary layoff package was illegal pursuant to Section 215.425(4)(b), Florida Statutes. RFR at 5, n.2. Finally, the employer contends that permitting the voluntary layoff agreement to control entitlement to reemployment assistance benefits is contrary to public policy. RFR at 4-5. The Commission will analyze each of these issues in detail.

IV.
Analysis

A. THE REFEREE'S FINDING OF FACT THAT THE EMPLOYER ASSURED THE CLAIMANT THAT HIS ACCEPTANCE OF THE VOLUNTARY LAYOFF PACKAGE WOULD NOT AFFECT HIS CLAIM FOR REEMPLOYMENT ASSISTANCE BENEFITS IS SUPPORTED BY COMPETENT, SUBSTANTIAL EVIDENCE IN THE RECORD.

In this case, the appeals referee made a material finding of fact that the claimant's supervisor, the then-incumbent clerk of courts, advised the claimant that his acceptance of the voluntary layoff package would not affect his claim for reemployment assistance benefits. On appeal, the employer seemingly challenges this finding by contending that the evidence did not show that the claimant's supervisor made a clear, unequivocal guarantee to the claimant with respect to his future claim for benefits. RFR at 3. The employer cites language from the documentary exhibits to make its point, obliquely asserting that the claimant's supervisor promised *only* that "voluntary participation in the voluntary transition program . . . will not automatically disqualify you from unemployment compensation benefits," and that it "will not oppose a claim for unemployment compensation provided other eligibility requirements are met." RFR at 3, paras. 9-10.

First, the Commission does not necessarily agree with the employer's characterization that the cited language does not constitute an assurance that the claimant's acceptance of the agreement would not affect his claim for benefits. In addition, we point out that the employer's request for review ignores other material, undisputed evidence of assurances the claimant's supervisor made to the claimant that were unequivocal. As noted in the Commission's prior order remanding the case, the claimant's supervisor's October 17, 2012 letter to the claimant states, "You are approved for unemployment compensation," Exhibit A at 2. Attached to the letter was a document entitled [County] Clerk of Court's [sic] Office – Clarification Regarding Unemployment Compensation Benefits, which stated, "Staff of the [County] Clerk of Court's [sic] Office who accept voluntary transition benefits remain eligible for unemployment compensation." Exhibit A at 4. This document also states:

In our setting, the Office acknowledges that representations have been made that one or more jobs were at risk, and separation packages were designed to encourage or induce acceptance of a separation package. In such a setting, it has been determined that acceptance of such a severance package is "good cause attributable

to the employer” for the unemployment claimant leaving the job, and thus, claimants are entitled to unemployment compensation benefits after accepting such a buy-out package. *Rodriguez v. Florida Unemployment Appeals Commission*, 851 So. 2d 247 (Fla. 3rd DCA 2003).

Exhibit A at 4.

The claimant’s supervisor’s letters to the claimant make absolutely clear that the agreement was purposely designed to be indistinguishable from the facts in *Rodriguez* in order to ensure that the claimant would not be disqualified from benefits based upon the manner in which he separated from the employer. Accordingly, the referee’s finding of fact that the claimant’s supervisor advised the claimant that his acceptance of the voluntary layoff package would not affect his claim for reemployment assistance benefits is supported by competent, substantial evidence in the record and cannot be disturbed by the Commission.

B. THE REFEREE’S APPLICATION OF *SULLIVAN* AND *RODRIGUEZ* TO CONCLUDE THAT THE CLAIMANT QUIT WITH GOOD CAUSE ATTRIBUTABLE TO THE EMPLOYER IS NOT ERRONEOUS.

The appeals referee concluded that, since the claimant’s supervisor notified the claimant his position was at risk, encouraged him to accept a voluntary layoff package, and assured him that the agreement would not affect his claim for reemployment assistance benefits, the claimant’s quitting was for good cause attributable to the employer. The referee’s conclusion is consistent with *Sullivan* and *Rodriguez*. In *Rodriguez*, an employee accepted the employer’s voluntary buyout offer, which provided that the buyout would not interfere with applications for reemployment assistance benefits and that those who accepted the buyout would acquire layoff status. *Id.* at 248. The court held that the employer’s assurance of *Rodriguez*’s eligibility for reemployment assistance benefits was designed to induce her to accept the agreement and, consequently, provided her good cause to quit that was attributable to the employer. *Id.* at 249. In *Sullivan*, the court held that the employer’s assurance that it would not contest *Sullivan*’s claim for reemployment

benefits provided the impetus for her to sign a workers' compensation settlement agreement and, therefore, her quitting was attributable to the employer. 93 So. 3d at 1050. The *Sullivan* court acknowledged that Sullivan's employer did not contest her application for benefits, in keeping with its limited assurance, but found the rationale in *Rodriguez* to be on point:

Employers are to be held accountable for their actions and representations to employees, particularly when modifying terms of at-will employment and when seeking participation in voluntary layoffs, buyouts or other company initiated programs. Here [the claimant] received verbal and written representations from [the employer] about the uncertainty of her job and of a buyout package with a list of benefits, as well as assurances of eligibility for other benefits, i.e., unemployment compensation. These assurances by [the employer] were not wrongful but were designed to encourage or induce the acceptance of the voluntary buyout.

Sullivan, 93 So. 3d at 1050 (quoting *Rodriguez*, 851 So. 2d at 249).

In this case, as explained above, the claimant's supervisor offered the voluntary layoff package to the claimant and notified him that he was "approved for unemployment compensation" and that he would "remain eligible for unemployment compensation." Exhibit A at 4. The claimant's supervisor also specifically notified the claimant that the assurances were "designed to encourage or induce acceptance of a separation package." Exhibit A at 4. Based on the rationale in *Rodriguez* and *Sullivan*, that assurances regarding reemployment assistance that are designed to induce acceptance of a voluntarily separation create good cause to quit, the Commission cannot conclude that the facts of this case are materially distinguishable.

The employer argues to the Commission that the referee misapplied *Rodriguez* and *Sullivan* because the termination of the claimant's employment by the newly elected officeholder was merely speculative. RFR at 7. The Commission agrees the record shows neither that the claimant was faced with certainty of discharge nor that the claimant's supervisor's advice that "jobs were at risk" once the new administration took over, Exhibit A at 4, was based on anything more than conjecture. However, those facts are not material to the outcome of the case, as *Rodriguez* also involved mere speculative loss of employment. 851 So. 2d at 249.

To be sure, some courts have concluded that anticipatory discharge does not constitute good cause attributable to the employer, including where the employer has encouraged participation in a voluntary early retirement plan with enhanced benefits. *Calle v. Unemployment Appeals Commission*, 692 So. 2d 961 (Fla. 4th DCA 1997); *In re Astrom*, 362 So. 2d 312 (Fla. 3d DCA 1978). However, those cases are factually distinguishable from *Rodriguez* and *Sullivan*, which additionally involved the employers' assurances regarding reemployment assistance benefits. Moreover, the rationale utilized in *Rodriguez* and *Sullivan*, set forth above, is based at least in part on those distinguishable facts, which are also present in this case. Accordingly, the Commission is constrained by *Rodriguez* and *Sullivan* to conclude that the claimant's quitting was for good cause attributable to the employer.

C. THE EMPLOYER WAIVED ITS ARGUMENT THAT THE VOLUNTARY LAYOFF PACKAGE WAS ILLEGAL BY FAILING TO RAISE THAT MATTER IN PRIOR PROCEEDINGS.

The employer's request for review contains a footnote with the stated intent of making the Commission aware that the employer believes the agreement through which the claimant resigned was illegal pursuant to Section 215.425(4)(b), Florida Statutes.¹ RFR at 5, n.2. Despite the fact that this case has been before the Commission once already and before an appeals referee twice, the employer's assertion has not been raised prior to the present Commission proceedings. Moreover, the referenced statutory provision contains exceptions that the Commission cannot address without additional factual development, nor does the employer argue that the Commission could conclude that the agreement was illegal without further factual development. Accordingly, any argument by the employer based on the agreement's illegality is deemed waived.

¹ Section 215.425(4)(b), Florida Statutes, provides:

On or after July 1, 2011, an officer, agent, employee, or contractor may receive severance pay that is not provided for in a contract or employment agreement if the severance pay represents the settlement of an employment dispute. Such severance pay may not exceed an amount greater than six weeks of compensation. The settlement may not include provisions that limit the ability of any party to the settlement to discuss the dispute or settlement.

In any event, the employer has not argued that, should the Commission agree with its conclusion as to illegality, it would be compelled to conclude the claimant is disqualified from benefits. We note, however, it would seem unlikely that courts applying the rationale articulated in *Rodriguez* and *Sullivan* would disqualify a claimant from reemployment assistance benefits based on contract illegality, at least in the absence of any evidence of unclean hands on the part of the claimant. If the employer believes that the agreement is illegal, it may challenge its enforceability in a civil proceeding such as a declaratory judgment or equitable action.

D. THE EMPLOYER’S ARGUMENT THAT PERMITTING THE VOLUNTARY LAYOFF AGREEMENT TO CONTROL ENTITLEMENT TO BENEFITS IS CONTRARY TO PUBLIC POLICY WAS REJECTED BY THE *SULLIVAN* COURT.

Finally, we address the employer’s argument that applying *Rodriguez* and *Sullivan* to these facts is contrary to public policy because it permits the claimant to “circumvent the law and benefit from what is an obvious attempt to manipulate the system.” RFR at 5. We note the appeals referee made no findings of fact that the claimant was involved in crafting the agreement through which he resigned, nor would the record support such a finding. Moreover, the mere fact that the claimant was an attorney and an insider does not render the agreement at issue to be inherently illegal or improper.

In any case, even if the claimant had been involved in drafting the agreement, such involvement would not negate the application of *Rodriguez* and *Sullivan*. The *Sullivan* court acknowledged that Ms. Sullivan initially refused to sign the workers’ compensation settlement agreement offered by her employer because it said nothing about whether or not she could collect reemployment assistance benefits. 93 So. 3d at 1048. At Sullivan’s insistence, her own attorney added language to the proposed agreement to include the employer’s assurance that it would not contest a claim for benefits. *Id.* Sullivan’s participation in crafting the assurance at issue did not prevent the court from concluding that the employer, through its assurances, gave her good cause to quit. *Id.* at 1050.

The employer also cogently argues that generally permitting such agreements to control entitlement to reemployment assistance benefits is contrary to public policy because it will encourage other parties to manipulate the circumstances and circumvent legislatively enacted safeguards intended to disqualify individuals that the Legislature has deemed unfit to receive such benefits. RFR at 4-5. However, the same can be said of the agreements in *Rodriguez* and *Sullivan*. Indeed, the Commission made similar arguments to the First District Court of Appeal in the *Sullivan* case, which the court apparently found unpersuasive.

While the actions of the former clerk of courts with respect to the voluntary layoff agreement may be publicly unpalatable and also inconsistent with the legislatively established purpose and administrative regime contained in Chapter 443, Florida Statutes, which authorizes the Department of Economic Opportunity (rather than an employer) to determine good cause, the Commission is bound by *Rodriguez* and *Sullivan* in the absence of conflicting precedent in other appellate jurisdictions. Consequently, we conclude the appeals referee correctly applied the law.

V. Conclusion

For these reasons, the Commission finds no error in the referee's ultimate conclusion in this case that the claimant voluntarily quit employment for good cause attributable to the employer.

The referee's decision is affirmed.

It is so ordered.

REEMPLOYMENT ASSISTANCE APPEALS COMMISSION

Frank E. Brown, Chairman
Thomas D. Epsky, Member
Joseph D. Finnegan, Member

This is to certify that on

2/21/2014 ,

the above Order was filed in the office of the Clerk of the Reemployment Assistance Appeals Commission, and a copy mailed to the last known address of each interested party.

By: Kady Thomas
Deputy Clerk



DEPARTMENT OF ECONOMIC OPPORTUNITY
Reemployment Assistance Appeals
MSC 350WD CALDWELL BUILDING
107 EAST MADISON STREET
TALLAHASSEE FL 32399-4143

IMPORTANT: For free translation assistance, you may call 1-800-204-2418. Please do not delay, as there is a limited time to appeal.
IMPORTANTE: Para recibir ayuda gratuita con traducciones, puede llamar al 1-800-204-2418. Por favor hágalo lo antes posible, ya que el tiempo para apelar es limitado.
ENPÒTAN: Pou yon intèpret asistè ou gratis, nou gendwa rélé 1-800-204-2418. Sil vou plè pa pràn àmpil tòn, paské tòn limité pou ou ranpli apèl la.

Docket No. **2013-59434U**

Jurisdiction: §443.151(4)(a)&(b) Florida Statutes

CLAIMANT/Appellant

EMPLOYER/Appellee

APPEARANCES: NONE

LOCAL OFFICE #: 3657-0

DECISION OF APPEALS REFEREE

Important appeal rights are explained at the end of this decision.

Derechos de apelación importantes son explicados al final de esta decisión.

Yo eksplike kèk dwa dapèl enpòtan lan fen desizyon sa a.

Issues Involved:

SEPARATION: Whether the claimant was discharged for misconduct connected with work or voluntarily left work without good cause as defined in the statute, pursuant to Sections 443.101(1), (9), (10), (11); 443.036(30), Florida Statutes; Rule 73B-11.020, Florida Administrative Code.

Findings of Fact: The claimant worked as a staff attorney for a county clerk of the courts beginning on November 3, 2011, to January 7, 2013. The claimant's direct supervisor was the clerk of the court. The clerk of the court lost the election for his position. The claimant's supervisor told the claimant that he was going to lose his position. The claimant was offered a voluntary lay-off package. The claimant was encouraged to accept the package and was advised that it would not affect his claim for

unemployment compensation benefits. The claimant accepted the package and resigned his position.

Conclusions of Law: The law provides that a claimant who voluntarily left work without good cause as defined in the statute will be disqualified for benefits. "Good cause" includes only cause attributable to the employing unit or illness or disability of the claimant requiring separation from the work. However, a claimant who voluntarily left work to return immediately when called to work by a permanent employing unit that temporarily terminated the claimant's work within the previous 6 calendar months, or to relocate due to a military-connected spouse's permanent change of station, activation, or unit deployment orders, is not subject to this disqualification.

The record shows that the claimant quit his position. The record further shows that the claimant was notified by the employer that his position was at risk and encouraged to accept a separation package. The testimony also shows that the claimant was notified that he would be eligible to receive benefits. The burden of proof is on the claimant who voluntarily quit work to show by a preponderance of the evidence that quitting was with good cause. Uniweld Products, Inc., v. Industrial Relations Commission, 277 So.2d 827 (Fla. 4th DCA 1973). In this case, that burden has been met. It is clear from the testimony that the claimant was assured that by accepting the separation package that he would be entitled to receive benefits. The claimant as such was encouraged to leave his position by the employer and as such has quit with good cause attributable to the employer. The claimant as such is qualified to receive benefits as long as all other requirements are met.

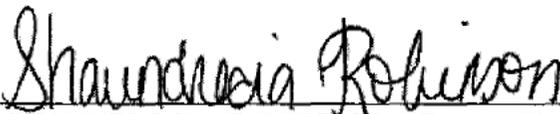
It should be noted that the original hearing was held by one referee and the remand order is being written by another due to the unavailability of the original hearing officer. The current hearing officer reviewed the previous recording and the remand and has rendered a decision on the issues.

Decision: The determination dated February 25, 2013, is REVERSED. The claimant is qualified to receive benefits as long as all other requirements are met.

If this decision disqualifies and/or holds the claimant ineligible for benefits already received, the claimant will be required to repay those benefits. The specific amount of any overpayment will be calculated by the department and set forth in a separate overpayment determination, unless specified in this decision. However, the time to request review of this decision is as shown above and is not stopped, delayed or extended by any other determination, decision or order.

This is to certify that a copy of the above decision was mailed to the last known address of each interested party on July 22, 2013.

PEGGY LEIGHT
Appeals Referee

By: 
SHAUNDRECIA T. ROBINSON, Deputy Clerk

IMPORTANT - APPEAL RIGHTS: This decision will become final unless a written request for review or reopening is filed within 20 calendar days after the mailing date shown. If the 20th day is a Saturday, Sunday or holiday defined in F.A.C. 73B-21.004, filing may be made on the next day that is not a Saturday, Sunday or holiday. If this decision disqualifies and/or holds the claimant ineligible for benefits already received, the claimant will be required to repay those benefits. The specific amount of any overpayment will be calculated by the Department and set forth in a separate overpayment determination. However, the time to request review of this decision is as shown below and is not stopped, delayed or extended by any other determination, decision or order.

A party who did not attend the hearing for good cause may request reopening, including the reason for not attending, at <https://iap.floridajobs.org/> or by writing to the address at the top of this decision. The date the confirmation number is generated will be the filing date of a request for reopening on the Appeals Web Site.

A party who attended the hearing and received an adverse decision may file a request for review to the Reemployment Assistance Appeals Commission, Suite 101 Rhyne Building, 2740 Centerview Drive, Tallahassee, Florida 32399-4151; (Fax: 850-488-2123); <https://raaciap.floridajobs.org/>. If mailed, the postmark date will be the filing date. If faxed, hand-delivered, delivered by courier service other than the United States Postal Service, or submitted via the Internet, the date of receipt will be the filing date. To avoid delay, include the docket number and claimant's social security number. A party requesting review should specify any and all allegations of error with respect to the referee's decision, and provide factual and/or legal support for these challenges. Allegations of error not specifically set forth in the request for review may be considered waived.

IMPORTANT - DERECHOS DE APELACIÓN: Esta decisión pasará a ser final a menos que una solicitud por escrito para revisión o reapertura se registre dentro de 20 días de calendario después de la fecha marcada en que la decisión fue remitida por correo. Si el vigésimo (20) día es un sábado, un domingo o un feriado definidos en F.A.C. 73B-21.004, el registro de la solicitud se puede realizar en el día siguiente que no sea un sábado, un domingo o un feriado. Si esta decisión descalifica y/o declara al reclamante como inelegible para recibir beneficios que ya fueron recibidos por el reclamante, se le requerirá al reclamante rembolsar esos beneficios. La cantidad específica de cualquier sobrepago [*pago excesivo de beneficios*] será calculada por la Agencia y establecida en una determinación de pago excesivo de beneficios que será emitida por separado. Sin embargo, el límite de tiempo para solicitar la revisión de esta decisión es como se establece anteriormente y dicho límite no es detenido, demorado o extendido por ninguna otra determinación, decisión u orden.

Una parte que no asistió a la audiencia por una buena causa puede solicitar una reapertura, incluyendo la razón por no haber comparecido en la audiencia, en <https://iap.floridajobs.org/> o escribiendo a la dirección en la parte superior de esta decisión. La fecha en que se genera el número de confirmación será la fecha de registro de una solicitud de reapertura realizada en el Sitio Web de la Oficina de Apelaciones.

Una parte que asistió a la audiencia y recibió una decisión adversa puede registrar una solicitud de revisión con la Comisión de Apelaciones de Desempleo; Reemployment Assistance Appeals Commission, Suite 101 Rhyne Building, 2740 Centerview Drive, Tallahassee, Florida 32399-4151; (Fax: 850-488-2123); <https://raaciap.floridajobs.org/>. Si la solicitud es enviada por correo, la fecha del sello de la oficina de correos será la fecha de registro de la solicitud. Si es enviada por telefax, entregada a mano, entregada por servicio de mensajería, con la excepción del Servicio Postal de Estados Unidos, o realizada vía el Internet, la fecha en la que se recibe la solicitud será la fecha de registro. Para evitar demora, incluya el número de expediente [*docket number*] y el número de seguro social del reclamante. Una parte que solicita una revisión debe especificar cualquiera y todos los alegatos de error con respecto a la decisión del árbitro, y proporcionar fundamentos reales y/o legales para substanciar éstos desafíos. Los alegatos de error que no se establezcan con especificidad en la solicitud de revisión pueden considerarse como renunciados.

ENPÒTAN – DWA DAPÈL: Desizyon sa a ap definitiv sòf si ou depoze yon apèl nan yon delè 20 jou apre dat nou poste sa a ba ou. Si 20^{yem} jou a se yon samdi, yon dimanch oswa yon jou konje, jan sa defini lan F.A.C. 73B-21.004, depo an kapab fèt jou aprè a, si se pa yon samdi, yon dimanch oswa yon jou konje. Si desizyon an diskalifye epi/oswa deklare moun k ap fè demann lan pa kalifye pou alokasyon li resevwa deja, moun k ap fè demann lan ap gen pou li remèt lajan li te resevwa a. Se Ajans lan k ap kalkile montan nenpòt ki peman anplis epi y ap detèmine sa lan yon desizyon separe. Sepandan, delè pou mande revizyon desizyon sa a se delè yo bay anwo a; Okenn lòt detèminasyon, desizyon oswa lòd pa ka rete, retade oubyen pwolonje dat sa a.

Yon pati ki te gen yon rezon valab pou li pat asiste seyans lan gen dwa mande pou yo ouvri ka a ankò; fòk yo bay rezon yo pat ka vini an epi fè demann nan sou sitwèb sa a, <https://iap.floridajobs.org/> oswa alekri nan adrès ki mansyone okomansman desizyon sa a. Dat yo pwodui nimewo konfimasyon an se va dat yo prezante demann nan pou reouvri kòz la sou Sitwèb Apèl la.

Yon pati ki te asiste seyans la epi ki pat satisfè desizyon yo te pran an gen dwa mande yon revizyon nan men Reemployment Assistance Appeals Commission, Suite 101 Rhyne Building, 2740 Centerview Drive, Tallahassee, Florida 32399-4151; (Fax: 850-488-2123); <https://raaciap.floridajobs.org/>. Si ou voye l pa lapòs, dat ki sou tenb la ap dat ou depoze apèl la. Si ou depoze apèl la sou yon sitwèb, ou fakse li, bay li men nan lamen, oswa voye li pa yon sèvis mesajri ki pa Sèvis Lapòs Lèzetazini (*United States Postal Service*), oswa voye li pa Entènèt, dat ki sou resi a se va dat depo a. Pou evite reta, mete nimewo rejis la (*docket number*) avèk nimewo sekirite sosyal moun k ap fè demann lan. Yon pati k ap mande revizyon dwe presize nenpòt ki alegasyon erè nan kad desizyon abit la, epi bay baz reyèl oubyen legal pou apiye alegasyon sa yo. Yo p ap pran an konsiderasyon alegasyon erè ki pa byen presize nan demann pou revizyon an.

Any questions related to benefits or claim certifications should be referred to the Claims Information Center at 1-800-204-2418. An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.
