DEPARTMENT OF ECONOMIC OPPORTUNITY
Reemployment Assistance Appeals
PO BOX 5250
TALLAHASSEE FL 32399-5250

PETITIONER:
Employer Account No. - **3288327**

RASIER LLC
1455 MARKET ST FL 4
SAN FRANCISCO CA 94103-1355

PROTEST OF LIABILITY
DOCKET NO. 0026 2825 90-02 Ewers
0026 2834 68-02 McGillis
0026 2850 33-02 Hutton (PP)

RESPONDENT:
State of Florida
DEPARTMENT OF ECONOMIC
OPPORTUNITY
c/o Department of Revenue

RECOMMENDED ORDER OF SPECIAL DEPUTY

TO: Magnus Hines
RA Appeals Manager,
Reemployment Assistance Program
DEPARTMENT OF ECONOMIC OPPORTUNITY

This matter comes before the undersigned Special Deputy pursuant to the Petitioner's protest of the Respondent's determination dated May 20, 2015 [Ewers]; May 13, 2015 [McGillis]; May 15, 2015 [Hutton].

After due notice to the parties, a telephone hearing was held on August 17, 2015 on three consolidated cases. One of the cases was severed, and a continuance granted, so the Joined Party Hutton could obtain the services of counsel. For the two remaining cases, the Florida General Manager appeared and gave testimony for the Petitioner, represented by counsel; the Joined Party Ewers appeared, but declined to fully participate in the hearing; the Joined Party McGillis appeared and testified, represented by counsel and co-counsel; A Tax Auditor Supervisor appeared and testified for the Respondent. Proposed findings of fact or conclusions of law were received from the Petitioner and from the Joined Party McGillis. The record of the case, including the recording of the hearing and any exhibits submitted in evidence, is herewith transmitted.

Issue: Whether services performed for the Petitioner by the Joined Party constitute employment pursuant to §443.036(19); 443.036(21); 443.1216, Florida Statutes.

Findings of Fact:

1. Uber Technologies, Inc. (Uber) develops and markets transportation network software. The Petitioner, Raiser LLC, is a wholly owned subsidiary of Uber and holds a license to administer the software in Florida.
2. Uber's software consists of two applications that are generally accessed on smartphones, a "User Application" used by people seeking transportation services (Users) and a "Driver Application" used by people who are willing to provide transportation services (Drivers).

3. When a User submits a request for on-demand transportation services (Request) through the User Application, the software determines which Driver is closest to the User and forwards the Request to that Driver. Users cannot request a particular Driver. If the Driver wishes to accept, an accept button on the screen is pressed and the Driver is given further information to carry out the Request. If a Driver does not wish to accept, the Driver does nothing and the Request is directed to the next nearest Driver.
4. Drivers may be associated with competing transportation network companies, but not while actively using the Driver Application. Drivers can switch as frequently as they wish between the Driver Application, a competitor's application, or some other task.
5. Drivers supply their own vehicles and are required to use a vehicle that is no more than 10 years old. The Petitioner does not own any vehicles in Florida.
6. The Petitioner advertises different products. The products are distinguished primarily by the type of vehicle that will transport the passenger(s). The basic product is called uberX. There are two premium products which charge more, uberXL, which uses larger vehicles (and which can therefore transport small groups) and uberSELECT, which uses luxury vehicles.
7. The Petitioner advertises for the Driver Application in a variety of ways, including posting advertisements in the jobs section of Craigslist.com. These advertisements often announce a rate of pay, for example, "$750/week or more!"; "Make up to $1,000/wk driving"; or "Earn hundreds more for referring drivers to Uber!" The advertisements include phrases such as, "Be your own boss!" Some advertisements refer to Drivers as independent contractors.
8. Drivers must provide the Petitioner information about the Driver's vehicle, insurance, registration, driver's license, and other personal information in order to gain access to the Driver Application. Drivers must also agree to a background check.
9. The Petitioner provides new Drivers with orientation videos. These orientation videos contain recommendations about the process of picking up a User; how to receive high ratings from Users, such as by providing water; and what to wear while providing services. Drivers must play the videos to completion; however, the Petitioner does not verify whether a Driver has actually watched the videos and does not require Drivers to accept the recommendations contained within them.
10. The Petitioner sends Drivers a link to download the Driver Application. Most Drivers install the software on their own phones. However, Drivers may obtain a phone from the Petitioner with the Driver Application already installed. Drivers must pay a deposit and a weekly fee in order to receive a phone from the Petitioner.
11. Drivers must agree to the terms and conditions of the "Rasier Software Sublicense & Online Agreement" (Agreement) in order to use the Driver Application. The Agreement is approximately seventeen pages when printed in an ordinary typeface and size. The Agreement appears in a reading window which the reader can then scroll through and then indicate consent by pressing an onscreen "I agree" button. It is possible to press the "I agree" button without reading the entire Agreement.
12. The Agreement specifies that Drivers are independent contractors and not an employees.
13. The Agreement provides that each accepted Request is considered a separate contractual engagement; that Drivers are entitled to accept, reject, and select Requests as they see fit; that Drivers have no obligation to Petitioner to accept any Request; and that once a Request is accepted the Driver must perform the Request in accordance with the User's specifications.
14. The Agreement contemplates that the Driver may have employees, but specifies that no one other than the Driver is allowed to login to the Driver Application with the Driver's credentials. The Driver cannot sit in the passenger seat while someone else is actually driving to perform the Request.
15. The Agreement requires the Driver to acknowledge that there is no tipping for fulfilling Requests and that Uber may even advertise that there is no tipping. However, Petitioner does not prohibit Drivers from receiving a tip in cash directly from a User. At least some Drivers believe that they are prohibited from receiving tips.
16. The Agreement prohibits a Driver from diverting business from the Petitioner's platform to a competitor.
17. The Agreement contains a list of items that constitute a material breach, including "intentionally taking an indirect route to the User's specified destination."

18. The Petitioner supplies additional insurance coverage for commercial operation of the vehicle.

19. The Petitioner processes payment to Drivers weekly, by direct deposit.

20. Drivers are free to use the Driver Application whenever they desire, and as little or as often as they desire. However, a Driver's account may be deactivated after 180 consecutive days of inactivity.

21. There is no penalty imposed on a Driver if a particular Request is declined, but if the Driver declines several requests a message may be sent advising the Driver to log out of the Driver Application. If a Driver's acceptance rate is persistently below a specified level, such as 80%, the Driver's account may be deactivated.

22. At the end of a Request, the User is asked to rate the Driver and the Driver is asked to rate the User. The Driver Application will not display new Requests until the Driver rates the User. The rating system is simple: one to five stars, with five stars being the best. Users can enter comments in addition to the star rating, but often they do not. The Petitioner does not suggest criteria by which Users should rate Drivers. The Petitioner does not inquire into the reason for a rating.

23. If a Driver's overall rating falls below the specified level set by the general manager in a given region, the Driver receives a warning that the Petitioner will deactivate the Driver's account if low ratings persist. In South Florida the specified level is 4.6 out of 5 stars.

24. A Driver with a rating that the Petitioner considers unacceptably low is given an opportunity to improve. The Petitioner does not direct how the improvement is to come about. If no improvement is seen, the Driver's account is suspended. If the Driver shows evidence of having gone through a driver improvement course, the Driver's account may be reactivated.

25. Users are charged a fee according to a proprietary algorithm. Variables include a minimum base fee, with charges for mileage and time spent in transit, along with a multiplier based on supply and demand in a particular location at a particular time. When a multiplier greater than 1 is in effect, the resulting charge is called surge pricing. Drivers logged into the Driver Application can see a map that shows areas where surge pricing is in effect.

26. Drivers can, and do, travel to areas where surge pricing is in effect. Surge pricing is recalculated frequently. It is sometimes the case that by the time a Driver reaches a surge pricing area, enough Drivers have arrived to end surge pricing.

27. Drivers receive a percentage of the amount charged to the User. The Petitioner publishes a fee schedule from time to time. The Petitioner casts the payment as a payment by the Driver to the Petitioner:

    > In exchange for your access to and use of the Software and Service, including the right to receive the Requests, you agree to pay to the Company a fee for each Request accepted, in the amount of 20% of uberX and 28% for uberXL and uberSELECT of the total fare minus the $1 Safe Rides Fee, calculated pursuant to the rate schedule below.

    A chart in the Agreement shows charges for base fare, per mile, per minute, the Safe Rides Fee, minimum fare, and cancellation fee. The Safe Rides Fee pays the cost of the commercial insurance maintained by the Petitioner and background checks.

28. The Petitioner does not provide any Drivers with fringe benefits, such as medical insurance, vacation pay, or retirement pay.

29. After the end of the year, the Petitioner sends Drivers a 1099 form setting out the amounts paid to the Driver for the year.

30. Because of the GPS function on the smartphones that Drivers use, the Petitioner can track the route that was taken. If a User complains about an inefficient ride, the Petitioner can begin an inquiry. If it appears that the complaint is valid, the commission to the Driver can be reduced. If the driver is able to show that there was a good reason for an indirect route there is no adverse consequence to the driver.

31. When the Joined Party McGillis faced an inquiry about a route he had taken, he was able to satisfy the inquiry by noting that due to street blockages, it was quicker to take a longer route. The explanation was accepted and a partial commission initially withheld was fully paid.

32. If a User causes damage to a Driver's vehicle (e.g., spilled food), and if the driver immediately sends documentation about it to the Petitioner, the Petitioner calculates a damage payment. The damage payment is issued separately and often before the regular weekly commission payment. If a Driver cleans up a spill or

has a spill cleaned up professionally before notifying the Petitioner, no damage fee is paid. Users are charged a fee when the Petitioner sends a damage payment to the Driver. This process can also be used when there is an accident. The User can be charged a "clean-up fee" if the User is considered to be responsible for external damage to a Driver's vehicle.

33. When the Petitioner anticipates that there will be great demand, it will send messages to Drivers advising that there is an opportunity for high earnings. The opportunity will often be stated in the form of a guaranteed level of hourly earnings, so long as the Driver has accepted a certain number of assignments and has remained logged in for a sufficient time. In many instances the fees that Drivers earn from accepting Requests in the specified time and area will exceed the guaranteed rate. However, there are instances where a Driver will meet all of the qualifying conditions and the Petitioner will have to pay an additional amount in order to bring the fee level up to the guarantee. Sometimes, instead of guaranteeing that earnings will meet a specified per hour rate, the Petitioner will set a minimum charge per Request. On other occasions prizes of various kinds will be offered to the Drivers who accept the most Requests.

34. From time to time the Petitioner sends out messages to Drivers giving advice about certain issues. For example, when the Miami International Airport began issuing traffic citations to Drivers on its premises, the Petitioner sent out a message giving advice about ways to pick up riders unobtrusively, with suggestions such as not to display the smartphone on the dashboard, parking in a lane other than the one right next to the terminal curb, and having the User sit in the front seat. The Petitioner advised that it would reimburse the cost of the ticket, if certain procedures were followed.

35. The Petitioner sponsors messages to Drivers about new vehicle financing offered by or through local car dealers. Drivers who buy a new vehicle after signing up with the Petitioner are not required to use the sponsoring car dealer. The Joined Party McGillis did not, when he bought a new vehicle in January 2015, after having driven for the Petitioner starting in October 2014.

36. Many of the messages that the Petitioner sends to Drivers include references to the Agreement.

37. In January 2015, approximately three months after first accepting Requests through the Driver Application, the Joined Party McGillis purchased an SUV that could seat multiple people so that he could earn higher fees from uberXL. He had no need for such a vehicle for purely personal use. With interest charges, the Joined Party McGillis invested approximately $50,000 in this vehicle.

38. After purchase of the larger vehicle, the Joined Party McGillis experimented with product arrangements. He would get more Requests if he was logged in to both uberX and uberXL, but since the SUV had lower gas mileage than his former vehicle, his relative expenses for uberX referrrals made those financially unattractive. Accordingly, he would sign in for uberXL alone. He would receive fewer Requests, but he would know that each trip would pay at the higher rate.

39. The Joined Party McGillis experimented with where and when he would use the Driver Application. He spent time investigating the best locations. His time and his expenses for gas while investigating were not reimbursed.

40. Prior to his association with the Petitioner, the Joined Party McGillis had experience in two unrelated fields, one as a freelance notary signing agent, attending meetings where mortgage refinancing documents were being executed, and as a certified process server. Once the Joined Party began accepting referrals from the Petitioner, he stopped engaging in those other activities, because it was more profitable to spend his time as a Driver.

41. The Joined Party McGillis filed a claim for reemployment assistance benefits on April 6, 2015, after his account was deactivated in connection with an incident where the Petitioner believed that the Joined Party McGillis had violated the Petitioner's privacy policy.

42. The Joined Party Ewers filed a claim for reemployment assistance benefits effective April 19, 2015.

43. After investigation, DOR issued determinations with respect to both Joined Parties finding each one to be an employee, not an independent contractor.

44. The Joined Party McGillis applied to work with the Petitioner in May or June 2015 under a new account. The application was initially accepted through the Petitioner's automated system. In July 2015, the Joined Party McGillis received Requests from both the Petitioner's Driver Application and the application of a

competing transportation network company at the same time. When officials of the Petitioner learned that the Joined Party McGillis was once again using the Driver Application, the new account was deactivated.

Conclusions of Law:

45. Section 443.1216(1)(a)2., Florida Statutes, provides that employment subject to the chapter includes service performed by individuals under the usual common law rules applicable in determining an employer-employee relationship.

46. In Cantor v. Cochran, 184 So. 2d 173 (Fla. 1966), the Supreme Court of Florida adopted the test in 1 Restatement of Law, Agency 2d Section 220 (1958) used to determine whether an employer-employee relationship exists. Section 220 provides:
    (1) A servant is a person employed to perform services for another and who, in the performance of the services, is subject to the other's control or right of control.
    (2) The following matters of fact, among others, are to be considered:
        (a) the extent of control which, by the agreement, the business may exercise over the details of the work;
        (b) whether the one employed is in a distinct occupation or business;
        (c) the kind of occupation, with reference to whether, in the locality, the work is usually done under the direction of the employer or by a specialist without supervision;
        (d) the skill required in the particular occupation;
        (e) whether the employer or worker supplies the instrumentalities, tools, and a place of work, for the person doing the work;
        (f) the length of time for which the person is employed;
        (g) the method of payment, whether by time or job;
        (h) whether or not the work is part of the regular business of the employer;
        (i) whether or not the parties believe they are creating the relation of master and servant;
        (j) whether the principal is or is not in business.

    Restatement of Law is a publication, prepared under the auspices of the American Law Institute, which explains the meaning of the law with regard to various court rulings. Comments in the Restatement explain that the word "servant" does not exclusively connote manual labor, and the word "employee" has largely replaced "servant" in statutes dealing with various aspects of the working relationship between two parties. The factors listed in Cantor v. Cochran are the common law factors that determine if a worker is an employee or an independent contractor. See, for example, Brayshaw v. Agency for Workforce Innovation, 58 So.3d 301 (Fla. 1st DCA 2011). By its own terms, the list of factors is not exclusive.

47. The relationship of employer-employee requires control and direction by the employer over the actual conduct of the employee. This exercise of control over the person as well as the performance of the work to the extent of prescribing the manner in which the work shall be executed and the method and details by which the desired result is to be accomplished is the feature that distinguishes an independent contractor from a servant. Collins v. Federated Mutual Implement and Hardware Insurance Co., 247 So. 2d 461 (Fla. 4th DCA 1971); La Grande v. B. & L. Services, Inc., 432 So. 2d 1364 (Fla. 1st DCA 1983).

48. In Keith v. News and Sun-Sentinel Co., 667 So.2d 167, 171 (Fla. 1995) the Florida Supreme Court stated:
    > Hence, courts should initially look to the agreement between the parties, if there is one, and honor that agreement, unless other provisions of the agreement, or the parties' actual practice, demonstrate that it is not a valid indicator of status. In the event that there is no express agreement and the intent of the parties cannot otherwise be determined, courts must resort to a fact-specific analysis under the Restatement based on the actual practice of the parties. Further, where other provisions of an agreement, or the actual practice of the parties, belie the creation of the status agreed to by the parties, the actual practice and relationship of the parties should control.

49. Other factors that have been deemed significant in determining the status of employment or independent contractor include whether or not the worker can refuse assignments without penalty, see University Dental Health Center, Inc. v. Agency for Workforce Innovation, 89 So.3d 1139 (Fla. 4th DCA 2012); whether the worker provides services to just one principal or to more than one, see, e.g., Farmers & Merchants Bank v. Vocelle, 106 So.2d 92, 95 (Fla. 1st DCA 1958); 4139 Management Inc. v. Fla. Dept. of Labor and Employment Security, 763 So.2d 514, 518 (Fla. 5th DCA 2000); whether the principal or the worker controls

the details of the presentation to the customer, see, Jean M. Light Interviewing Services, Inc. v. Dept. of Labor and Employment Security, 254 So.2d 411 (Fla. 3rd DCA 1971); VIP Tours of Orlando, Inc. v. Fla. Dept. of Labor and Employment Security, 449 So.2d 1307 (Fla. 5th DCA 1984); Delco Industries, Inc. v. Dept. of Labor and Employment Security, 519 So. 2d 1109 (Fla. 4th DCA 1988); and whether the principal supplies fringe benefits in addition to the monetary compensation, see, Harper ex rel. Daley v. Toler, 884 So.2d 1124 (Fla. 2nd DCA 2004).

50. Section 73B-10.035, Florida Administrative Code, provides:
    (7) Burden of Proof. The burden of proof will be on the protesting party to establish by a preponderance of the evidence that the determination was in error.

51. There was an agreement with the Petitioner in which Drivers are designated as independent contractors.

52. Drivers decide the route and the speed at which the User is carried. The tool with which this is accomplished belongs to the Driver, not to the Petitioner. In fact, Petitioner owns no vehicles in Florida. Drivers are contractually obligated to drive a direct route, but it is often the case that there will be more than one route that is as direct as any other route. Moreover, since the User is charged by time as well as by distance, sometimes a longer route that takes less time will be preferred. That decision is controlled by the Driver, not by the Petitioner.

53. There are general suggestions as to some of the amenities a Driver may provide a User, but Drivers are not required to carry any specific brand of water or other beverage, or offer any amenities at all.

54. Drivers must play some instructional videos prior to being able to use the Driver Application. The evidence shows that the information on the videos is a series of suggestions. They do not establish any control by the Petitioner over the details of providing transportation. There is no disciplinary action that is promised or threatened if a Driver fails to implement one or more of the suggestions. Moreover, many of the suggestions do not constitute any distinctive manner of providing transportation services. Many of the suggestions are the kind of common sense advice that one would find in a book or article about job hunting: be well groomed; have a pleasant demeanor; be punctual. Some of the information is specific to the provision of service, but those suggestions relate primarily to making sure that the requested service is in fact being provided. For example, a Driver should, upon arrival, contact the User through the Driver Application. Additionally, a Driver should allow a ten minute grace period before determining that the User has not appeared.

55. Drivers have to meet the qualifications that the Petitioner imposes on access to its Driver Application, which is licensed exclusively to the Petitioner in Florida. The limitations do not imply that the Drivers are employees. Drivers can decide whether to log in or not according to whatever schedule they choose, so long as they do so at least occasionally over a six month period to demonstrate some minimal level of ongoing interest. Drivers can log off according to their own schedule as well. If Drivers were employees of the Petitioner, then the Petitioner could schedule when the Drivers were on the system and when not, how long the Drivers were logged in on the system at any one time, and where the Drivers were when they logged in—in short, there would be no need for incentives such as surge pricing.

56. Drivers decide when, where, and how to accept and perform Requests through their own entrepreneurial decision making process. The Petitioner does not control these decisions. Importantly, Drivers decide whether to accept individual Requests on a case by case basis. Scheduling flexibility does not necessarily determine the issue of employment; but where the central issue is the act of being available to accept Requests, the control over when and where availability is engaged and released is highly indicative of the type of relationship. This control is entirely in the Driver's hands.

57. There are some aspects of the relationship that show traditional indicia of employment. However, they do not establish a right to control to such an extent that a Driver is an employee as a matter of law. Petitioner processes payment, and remits payment to Drivers weekly rather than at the time that they were earned. This does not constitute control over the provision of transportation services. See, for example, Delco Industries, Inc., cited above, at p. 1110 (independent contractor telephone solicitors paid commissions weekly). Drivers earn fees for completed rides, and therefore by the job. Drivers do not earn a weekly salary.

58. The Petitioner sets the prices for a ride, not the Driver. Control over pricing is not one of the factors noted in Cantor. However, this does not control the details of how a Driver provides transportation services, though it may determine whether it will be profitable for a Driver to continue to accept Requests. That is a decision

for the Driver, not the Petitioner. See, for example, La Grande v. B. & L. Services, Inc., cited above, at 1365 (rates set by cab company and subject to change by it; taxi cab driver an independent contractor). In Sarasota County Chamber of Commerce v. Fla. Dept. of Labor and Employment Security, 463 So.2d 461 (Fla. 2nd DCA 1985) the organization set the price of memberships, but the commission salespeople were independent contractors. See also, Cosmo Personnel Agency of Fort Lauderdale, Inc. v. Fla. Dept. of Labor and Employment Security, 407 So.2d 249 (Fla. 4th DCA 1981): the personnel agency's setting of all rates and monthly pay was not inconsistent with the commission employment clerks being independent contractors.

59. Both before and during the hearing the Joined Party and Respondent stressed that the Petitioner would not be able to operate without Drivers. As stated, this is merely a recognition that businesses need both suppliers and customers and does not relate to any control Petitioner exercises over Drivers.

60. Finally, the Joined Party and the Respondent offered information from the US Department of Labor about determining employment under the Fair Labor Standards Act (FLSA), which imposes an "economic realities" test. See, U.S. Dept. of Labor, Wage and Hour Division, Administrator's Interpretation No. 2015-1, issued July 15, 2015. Also offered were citations to California cases that rely on S.G. Borello & Sons, Inc. v. Department of Industrial Relations, 48 Cal.3d 341 (1989). That case discussed factors establishing employment in the context of workers' compensation coverage. The court considered factors of the kind noted in Cantor v. Cochran, as well as the kinds of factors that constitute the economic realities test. Both the Department of Labor and S.G. Borello expressly note that under the statutes being construed, the factors considered encompass more activities than common law tests for employment. As such, those sources are not relevant for determining employment under sec. 443.1216, Fla. Stat.

61. The hearing in this matter consolidated three cases involving the Petitioner and three different former Drivers as Joined Parties. At the hearing, the Joined Party Hutton requested a continuance, which was granted. The Joined Parties Ewers declined to participate to the conclusion of the hearing. She did not wish for a continuance. She was advised that an order would be issued based on the evidence presented in the hearing, and she decided not to proceed further. Consequently, even though much of the evidence focused on the Joined Party McGillis, the recommended order is issued with respect to both the Joined Party McGillis and the Joined Party Ewers. As for the Joined Party Hutton, if the facts in his case are sufficiently similar, the parties may stipulate to a recommended order that is essentially identical without any further hearing. That would not preclude any of the parties from offering objections to the recommended order. Conversely, if the facts in the case of the Joined Party Hutton are dissimilar, then a further hearing will be scheduled to obtain evidence in that case.

62. The Proposed findings of fact and conclusions of law presented by the parties have been incorporated in the findings and conclusions in this recommended order, to the extent that they are relevant and supported by the competent evidence. To the extent that the proposals are otherwise, they are respectfully not accepted.

Recommendation: It is recommended that in docket number 0026 2825 90-02, involving Joined Party Ewers, the determination dated May 20, 2015, finding her to be an employee and not an independent contractor, be REVERSED. It is further recommended that in docket number 0026 2834 68-02, involving Joined Party McGillis, the determination dated May 13, 2015, finding him to be an employee and not an independent contractor, be REVERSED.

Respectfully submitted on September 30, 2015.

J. Jackson Houser

Jackson Houser , Special Deputy
Office of Appeals

A party aggrieved by the *Recommended Order* may file written exceptions to the Director at the address shown above within fifteen days of the mailing date of the *Recommended Order*. Any opposing party may file counter exceptions within ten days of the mailing of the original exceptions. A brief in opposition to counter exceptions may be filed within ten days of the mailing of the counter exceptions. Any party initiating such correspondence must send a copy of the correspondence to each party of record and indicate that copies were sent.

Una parte que se vea perjudicada por la *Orden Recomendada* puede registrar excepciones por escrito al Director Designado en la dirección que aparece arriba dentro de quince días a partir de la fecha del envío por correo de la *Orden Recomendada.* Cualquier contraparte puede registrar contra-excepciones dentro de los diez días a partir de la fecha de envió por correo de las excepciones originales. Un sumario en oposición a contra-excepciones puede ser registrado dentro de los diez días a partir de la fecha de envío por correo de las contra-excepciones. Cualquier parte que dé inicio a tal correspondencia debe enviarle una copia de tal correspondencia a cada parte contenida en el registro y señalar que copias fueron remitidas.

Yon pati ke *Lòd Rekòmande* a afekte ka prezante de eksklizyon alekri bay Direktè Adjwen an lan adrès ki parèt anlè a lan yon peryòd kenz jou apati de dat ke *Lòd Rekòmande* a te poste a. Nenpòt pati ki fè opozisyon ka prezante objeksyon a eksklizyon yo lan yon peryòd dis jou apati de lè ke objeksyon a eksklizyon orijinal yo te poste. Yon dosye ki prezante ann opozisyon a objeksyon a eksklizyon yo, ka prezante lan yon peryòd dis jou apati de dat ke objeksyon a eksklizyon yo te poste. Nenpòt pati ki angaje yon korespondans konsa dwe voye yon kopi kourye a bay chak pati ki enplike lan dosye a e endike ke yo te voye kopi yo.

Shanedra Y. Barnes

SHANEDRA Y. BARNES, Special Deputy Clerk

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September 30, 2015

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