STATE OF FLORIDA
REEMPLOYMENT ASSISTANCE APPEALS COMMISSION

In the matter of:

Claimant/Appellee

R.A.A.C. Order No. 15-03072

vs.

Referee Decision No. 0021992372-03U

Employer/Appellant

ORDER OF REEMPLOYMENT ASSISTANCE APPEALS COMMISSION

This case comes before the Commission for disposition of the employer's appeal pursuant to Section 443.151(4)(c), Florida Statutes, of a referee's decision which held the claimant not disqualified from receipt of benefits and that he had not been overpaid benefits.

Pursuant to the appeal filed in this case, the Reemployment Assistance Appeals Commission has conducted a complete review of the evidentiary hearing record and decision of the appeals referee. *See* §443.151(4)(c), Fla. Stat. The Commission's review is generally limited to the evidence and issues before the referee and contained in the official record.

The issue before the Commission is whether the claimant was discharged by the employer for misconduct connected with work as provided in Section 443.101(1), Florida Statutes.

The referee's pertinent findings of fact state as follows:

> The claimant worked for the employer from November 05, 2013, until February 05, 2014, as a supervisor. At the time of hire, the claimant was to be a supervisor over the area of Miami-Dade and Broward counties opening stores for the employer. Prior to February 05, 2014, the claimant spoke to an owner for the employer who informed the claimant that the claimant would be able to be switched with other employees in order to operate in the areas of Orlando, Tampa, and West Palm Beach, which are outside of Miami-Dade and Broward counties. On February 05, 2014, a court order was issued enforcing an injunction prohibiting the claimant from working in the regions in similar fields as the

> claimant's previous employer to cover a year and eleven and a half months from the claimant's separation from the previous employer in October 2013. Due to the nature of the previous employer and the current employer's business, the claimant was precluded from working in Miami-Dade and Broward counties for the employer. On February 05, 2014, the employer discharged the claimant due to the circumstances provided in the court order. For the weeks beginning March 02, 2014, through June 07, 2014, the claimant received $3,850.00 in gross reemployment assistance benefits.

Based on these findings, the referee held the claimant was discharged for reasons other than misconduct connected with work. Specifically, the referee held the employer did not establish the claimant was dishonest when he informed the employer at the time of hire that he had not signed a non-compete agreement with his prior employer. Although the referee failed to make any express finding that the claimant did not sign a non-compete agreement with his prior employer, such a finding appears implicit in the referee's holding.[1] Upon review of the record and the arguments on appeal, the Commission concludes the referee's decision is not in accord with the law; accordingly, it is reversed.

At the hearing before the appeals referee, the claimant denied ever signing any non-compete agreement with his prior employer or ever during his career and, further, admitted telling the employer at hire that he was not bound by any non-compete agreement. The employer, however, provided an incomplete copy[2] of an order of the Circuit Court of the 11th Judicial Circuit granting the claimant's prior employer's motion for a temporary injunction and enjoining the claimant from performing any work for this employer in Miami-Dade and Broward Counties for 1 year and 11.5 months from October 3, 2013 ("Temporary Injunction Order"). The Temporary Injunction Order reflects that the issue of whether the claimant signed a non-compete agreement with his prior employer was a disputed fact, and the court expressly found the claimant executed a non-compete agreement on August 15, 2011. The incomplete copy of the Temporary Injunction Order was entered as an exhibit. The referee, however, made no inquiry regarding the final disposition of that case.

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[1] The alternative inference, that the claimant did not recall signing the agreement and was not subject to disqualification for any unintentional misrepresentation, is rejected, as discussed herein.

[2] The copy of the Temporary Injunction Order submitted for the hearing did not include the final page reflecting the judge's signature or the date it was entered. On appeal to the Commission, the employer submitted a complete copy of the Temporary Injunction Order, including the final page reflecting the judge's signature and the date the order was entered.

A review of the Miami-Dade Clerk of Court's records revealed a permanent injunction containing the same provisions as the Temporary Injunction Order was entered on April 15, 2014 ("Permanent Injunction Order"). Like the Temporary Injunction Order, the Permanent Injunction Order reflects the question of whether or not the claimant signed a non-compete agreement with his prior employer was a disputed fact and that the court expressly found the claimant did execute a non-compete agreement on August 15, 2011.

Although the employer did not provide a copy of the Permanent Injunction Order for the hearing or request that the referee take judicial notice, it did provide an incomplete copy of the Temporary Injunction Order, which put the referee on notice of the court case addressing an issue clearly material to these proceedings (i.e., whether or not the claimant executed a non-compete agreement with his prior employer).

Although the employer has not requested that the Commission take administrative notice of the Permanent Injunction Order, it appears to fall within the scope of authorities for which judicial notice is mandatory. *See* §90.201(1), Fla. Stat. (2014). As a result, the Commission issued a Show Cause order on September 24, 2015, giving notice of its intent to take administrative notice of the Permanent Injunction Order, and allowing the parties the opportunity to present their positions as to the Commission taking such action. The parties were further given the opportunity to state their positions regarding whether, under the doctrine of collateral estoppel, the Commission must find as a matter of law that the claimant did in fact sign a non-compete agreement with his prior employer, which he denied having signed at the time of hire.

The parties both provided timely responses to the Order to Show Cause. Neither party articulated any objection to the Commission taking administrative notice of the Permanent Injunction Order or addressed whether or not the doctrine of collateral estoppel is applicable. Moreover, in his response to the Order to Show Cause, the claimant apparently backed away from his prior assertion that he never signed a non-compete agreement with his prior employer, and now takes the position that he does not recall signing a non-compete agreement. He states that, to his knowledge, he did not sign the non-compete agreement at issue because the copy of the agreement he was provided at the time of hire with his prior employer was a blank, unsigned copy. Additionally, the claimant has proffered a partially executed copy of an agreement to amend the non-compete agreement to allow the claimant to work for any of six specified companies. (This employer is not among the list

of companies for whom the claimant would be allowed to work.) The document provides in relevant part, "Whereas on August 15, 2011, [the prior employer] and [the claimant] entered into a Non-Compete/Confidentiality and Non-Piracy Agreement . . . ," reflects the claimant's signature, and is dated April 3, 2014. We note that in signing this agreement to amend the non-compete agreement, the claimant appears to have conceded that he did execute the non-compete agreement with his prior employer.

Upon consideration of the parties' responses to the Order to Show Cause, the Commission takes administrative notice of and supplements the record with the Permanent Injunction Order. The issue that is determinative of the outcome in this case is whether the Commission is bound to conclude that the employer has demonstrated the claimant signed a non-compete agreement with his prior employer and therefore was either dishonest with the employer at the time of hire when he stated that he had not signed a non-compete agreement, or failed to provide accurate information to the employer under circumstances where he had a duty to do so.

The general requirements for collateral estoppel in Florida are that "the parties and issues be identical, and that the particular matter be fully litigated and determined in a contest which results in a final decision of a court of competent jurisdiction." *Mobil Oil Corp. v. Shevin*, 354 So. 2d 372, 374 (Fla. 1977). This case and the circuit court action for injunctive relief to enforce the non-compete agreement involve an identical factual issue, whether the claimant executed a non-compete agreement with his prior employer. However, this employer was not a named party in the circuit court action to enforce the non-compete agreement, so the parties are not identical. Under Florida common law, the order would not collaterally estop the claimant from contending that he did not sign the non-compete agreement.

The Commission concludes that, for purposes of *judicial* collateral estoppel in reemployment assistance proceedings, full identity of the parties is not required so long as the issue is fully and fairly litigated in the court proceeding. We have applied collateral estoppel in criminal cases, which is expressly authorized by our statute. *See* §443.101(9)(a), Fla. Stat. Our respect for judicial orders in civil cases demands no less deference. It is also clear that the circuit court proceeding was fully and fairly litigated. The circuit court proceeding – unlike the appeals hearing below – involved firsthand witnesses on both sides, as well as an expert witness. This ruling is thus entitled to far more deference than a decision by the referee that was based solely on the claimant's unrebutted testimony because the employer had no direct knowledge of the execution of the agreement.

Failing to give preclusive effect to the circuit court's finding in the action to enforce the non-compete agreement, that the claimant *did* sign the non-compete agreement, and then making the opposite finding in this case, that he *did not* sign the non-compete agreement, would create an "Alice in Wonderland" result whereby the employer would be caught between two contradictory results, neither of which was its fault. *Accord Davis v. Unemployment Appeals Commission*, 472 So. 2d 800, 802 (Fla. 3d DCA 1985).

The Permanent Injunction Order contains the express finding that on August 15, 2011, the claimant executed a written non-compete agreement with his prior employer. In light of the court's finding in the Permanent Injunction Order, we conclude as a matter of collateral estoppel that it has been established in this case that the claimant signed a non-compete agreement with his prior employer. Accordingly, the determinative issue in this case is whether the claimant's statement to this employer at the time of hire that he was not bound by a non-compete agreement constitutes disqualifying work-related misconduct.

Section 443.036(30), Florida Statutes (2013), states that misconduct connected with work, "irrespective of whether the misconduct occurs at the workplace or during working hours, includes, but is not limited to, the following, which may not be construed in pari materia with each other":

> (a) Conduct demonstrating a conscious disregard of an employer's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the employer expects of his or her employee. Such conduct may include, but is not limited to, willful damage to an employer's property that results in damage of more than $50; or theft of employer property or property of a customer or invitee of the employer.
>
> (b) Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to his or her employer.
>
> (c) Chronic absenteeism or tardiness in deliberate violation of a known policy of the employer or one or more unapproved absences following a written reprimand or warning relating to more than one unapproved absence.

> (d) A willful and deliberate violation of a standard or regulation of this state by an employee of an employer licensed or certified by this state, which violation would cause the employer to be sanctioned or have its license or certification suspended by this state.
>
> (e) 1. A violation of an employer's rule, unless the claimant can demonstrate that:
> a. He or she did not know, and could not reasonably know, of the rule's requirements;
> b. The rule is not lawful or not reasonably related to the job environment and performance; or
> c. The rule is not fairly or consistently enforced.
> 2. Such conduct may include, but is not limited to, committing criminal assault or battery on another employee, or on a customer or invitee of the employer; or committing abuse or neglect of a patient, resident, disabled person, elderly person, or child in her or his professional care.

The claimant's employment with this employer was clearly contingent upon being legally free to work for the employer and, thus, the employer inquired as to whether the claimant was bound by any non-compete agreement. This was a crucial issue for the employer, who could have been liable for tortious interference for hiring an employee bound by a non-compete agreement and employing him in such a way as to facilitate a breach of the agreement. *See, e.g., Southeastern Integrated Med., P.L. v. N. Fla. Women's Physicians P.A.,* 50 So. 3d 21 (Fla. 1st DCA 2010).[3] At the hearing before the appeals referee, the claimant acknowledged telling this employer at hire that he was not bound by a non-compete agreement. In responding that he was not, the claimant either intentionally or negligently made a false representation in a circumstance where he had a clear duty to provide an accurate answer. Therefore, even if his statement that he was not bound by a non-compete agreement was not an intentional misrepresentation constituting misconduct under subparagraph (a) of the above cited statute, it was a negligent misrepresentation of a fact that was material to his hiring and constitutes misconduct under either subparagraph (a) for his conscious disregard of the employer's interests, or under subparagraph (b) for "carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to

[3] The record in this case reflects that the prior employer threatened to sue the employer of record, before bringing suit solely against the claimant.

his or her employer." There is no misrepresentation more fundamental than the one that results in an employee being hired when he would not otherwise, and which subjects the hiring employer to potential liability. Accordingly, the claimant is disqualified from receipt of benefits.

The decision of the appeals referee is reversed. The claimant is disqualified from receipt of benefits for the week ending February 8, 2014, the 12 succeeding weeks, and until he becomes reemployed and earns $4,675, and has been overpaid benefits totaling $3,850 for the weeks ending March 8, 2014 through June 7, 2014.

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 12/11/2015, 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: Brandy Humphries
Deputy Clerk

DEPARTMENT OF ECONOMIC OPPORTUNITY
REEMPLOYMENT ASSISTANCE PROGRAM
PO BOX 5250
TALLAHASSEE, FL 32314 5250

*42945877 *

Docket No.0021 9923 72-03 Jurisdiction: §443.151(4)(a)&(b) Florida Statutes

CLAIMANT/Appellant ***EMPLOYER/Appellee***

APPEARANCES Claimant

Employer

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.

NON-APPEARANCE: Whether there is good cause for proceeding with an additional hearing, pursuant to Florida Administrative Code Rules 73B-20.016; 20.017.

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), (13); 443.036(29), Florida Statutes; Rule 73B-11.020, Florida Administrative Code.

Issues Involved: OVERPAYMENT: Whether the claimant received benefits to which the claimant was not entitled, and if so, whether those benefits are subject to being recovered or recouped by the Department, pursuant to Sections 443.151(6); 443.071(7),443.1115; 443.1117, Florida Statutes and 20 CFR 615.8.

Findings of Fact: The claimant worked for the employer from November 05, 2013 until February 05, 2014 as a supervisor. At the time of hire, the claimant was to be a supervisor over the area of Miami-Dade and Broward counties opening stores for the employer. Prior to February 05, 2014, the claimant spoke to an owner for the employer who informed the claimant that the claimant would be able to be switched with another employees in order to operate in the areas of Orlando, Tampa, and West Palm Beach which are outside of Miami-Dade and Broward counties. On February 05, 2014, a court order was issued enforcing an injunction prohibiting the claimant from working in the regions in similar fields as the claimant's previous employer to cover a year and eleven and a half months from the claimant's separation from the previous employer in October 2013. Due to the nature of the previous employer and the current employer's business, the claimant was precluded from working in Miami-Dade and Broward counties for the employer. On February 05, 2014, the employer discharged the claimant due to the circumstances provided in the court order. For the weeks beginning March 02, 2014 through June 07, 2014, the claimant received $3,850.00 in gross reemployment assistance benefits. On March 05, 2015, a Reemployment Assistance Claims Adjudicator issued a determination disqualifying the claimant thereby holding the claimant overpaid. A hearing was held on May 14, 2015 during which the employer was able to attend, but did not attend due to failure to provide contact information because of a misreading of the Notice of Reemployment Assistance Telephone Hearing. The employer re-opened on the same day, May 14, 2015. A new hearing was held on June 17, 2105 during which both parties attended.

Conclusions of Law:

Jurisdictional Issue: Non-Appearance

A case will be re-opened for a hearing on the merits when a party requests a reopening within 20 days of rendition of the decision and establishes good cause for not attending a previous hearing. If good cause is not established, the previous decision will be reinstated.

The record reflects that the claimant filed a timely re-open request on May 14, 2015. The record additionally reflects that the employer was ready and willing to participate on May 14, 2015, but was unable to participate due to failure to provide contact information because of a misunderstanding of the Notice of Reemployment Assistance Telephone Hearing. However, because the employer was ready to participate and showed a willingness and desire to participate by re-opening on May 14, 2015, coupled with the fact that the employer's non-participation was due to a misunderstanding of the Notice of Reemployment Assistance Telephone hearing, the employer had good cause for non-appearance at the previous hearing and a new decision will be rendered based on the testimony and evidence presented during both hearings.

Separation

Florida Statutes §443.036 (29), defines "misconduct" irrespective of whether the misconduct occurs at the workplace or during working hours, includesbut is not limited to, the following, which may not be construed in pari materia with each other:

(a) Conduct demonstrating conscious disregard of an employer's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the employer expects of his or her employee. Such conduct may include, but is not limited to, willful damage to an employer's property that results in damage of more than $50; theft of employer property or property of a customer or invitee of the employer.

(b) Carelessness or negligence to a degree or recurrence that manifests culpability, or wrongful intent, or shows an intentional and substantial disregard of the employer's interest or of the employee's duties and obligations to his or her employer.

(c) Chronic absenteeism or tardiness in deliberate violation of a known policy of the employer or one or more unapproved absences following a written reprimand or warning relating to more than one unapproved absence.

(d) A willful and deliberate violation of a standard or regulation of this state by an employee of an employer licensed or certified by this state, which violation would cause the employer to be sanctioned or have its license or certification suspended by this state.

(e) 1. A violation of an employer's rule, unless the claimant can demonstrate that:

a. He or she did not know, and could not reasonably know, of the rule's requirements;

b The rule is not lawful or not reasonably related to the job environment and performance; or

c. The rule is not fairly or consistently enforced.

2. Such conduct may include, but is not limited to, committing criminal assault or battery on another employee, or on a customer or invitee of the employer; or committing abuse or neglect of a patient, resident, disabled person, elderly person, or child in her or his professional care.

The record reflects that the claimant was discharged. The burden of proving misconduct is on the employer. Lewis v. Unemployment Appeals Commission, 498 So.2d 608 (Fla. 5th DCA 1986). The proof must be by a preponderance of competent substantial evidence. De Groot v. Sheffield, 95 So.2d 912 (Fla. 1957); Tallahassee Housing Authority v. Unemployment Appeals Commission, 468 So.2d 413 (Fla. 1986). Here, the employer failed to provide competent and substantial evidence that the claimant's actions are misconduct, as described below.

The record reflects that the employer initiated the separation when they discharged the clamant on February 05, 2014 due to the injunction issued against the claimant. As described below, the appeals referee bases a finding of fact on the claimant's credible testimony. Thus stated, the record shall reflect that the claimant never failed to inform the employer of any previous non-compete clause. Therefore, there is no indication that the claimant was ever dishonest with the employer. Additionally, the record reflects that, prior to February 05, 2014, a co-owner was offering the ability to the claimant to work for the employer outside of Broward and Miami-Dade counties, specifically in the Tampa, Orlando, and West Palm Beach areas. Since the injunction only prohibited the claimant from working in Miami-Dade and Broward counties, the employer had the opportunity to move the claimant to work in areas outside of those counties such that neither the claimant nor the employer would be in violation of that non-compete agreement. The employer's unwillingness to move the claimant, even though the owner informed the claimant that this was capable, is not attributable to the claimant nor shall be considered misconduct based on the claimant's actions. In conclusions, the employer failed to provide any competent evidence that the claimant's actions were misconduct connected with work under any of the subparagraphs above. Instead, the record reflects that that the employer had the opportunity to keep the claimant employed without violating the non-compete clause, but elected to discharge the claimant instead of transferring the claimant to a new location.

Based on the above statements, the employer failed to present competent and substantial evidence that the claimant's actions are to be considered misconduct. Although the employer may have had a sound business strategy to discharge the claimant, the evidence presented during this hearing does not show that the employer discharged the claimant for misconduct connected with work.

At the hearing, the referee was presented with conflicting testimony regarding material issues of fact. The referee alone is charged with resolving these conflicts. Specifically, there is a dispute as to whether the claimant failed to inform the employer at the time of hire as to the existence of any non-compete agreements as well as whether a co-owner of the employer offered the ability for the claimant to work for the employer outside of Miami-Dade and Broward counties. The appeals referee considered the factors set forth by the Unemployment Appeals Commission in Order No. 03-10946. Based on consideration of the following factors, (1) the witness' opportunity and capacity to observe the event or act in question; (2) any prior inconsistent statement by the witness; (3) a witness' bias or lack of bias; (4) the contradiction of the witness' version of events by other evidence or its consistency with other evidence; (5) the inherent improbability of the witness' version of events; and (6) the witness' demeanor, the referee accepts the testimony of the claimant to be more credible. Therefore, material conflicts in the evidence are resolved in favor of the claimant. Thus stated, the record shall reflect the claimant did not fail to inform the employer of any previous non-compete agreements and also that the employer did offer the claimant the ability to work outside of Miami-Dade and Broward counties.

Overpayment

The law provides that a claimant who was not entitled to benefits received must repay the overpaid benefits to the Department. The

law does not permit waiver of recovery of overpayments.

The entry into evidence of a transaction history generated by a personal identification number establishing that a certification or claim for one or more weeks of benefits was made against the benefit account of the individual, together with documentation that payment was paid by a state warrant made to the order of the person or by direct deposit via electronic means, constitutes prima facie evidence that the person claimed and received reemployment assistance benefits from the state.

The record reflects that for the weeks beginning March 08, 2014 through June 07, 2014, the claimant received $3,850.00 in gross reemployment assistance benefits. However, since this decision does not disqualify the claimant, the claimant shall not be held overpaid as a result of this decision.

Decision: The determination dated March 05, 2015, disqualifying the claimant, is REVERSED. If otherwise eligible, the claimant is qualified for the receipt of reemployment assistance benefits for the weeks beginning February 02, 2014. The claimant has not been overpaid $3,850.00.

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 distributed/mailed to the last known address of each interested party on June 17, 2015.

R. PAHOTA
Appeals Referee

By: Kristi Snyder

Kristi Snyder, 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 distribution/mailed 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 above 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 connect.myflorida.com or by writing to the address at the top of this decision. The date of the confirmation page will be the filing date of a request for reopening on the Department's 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.

IMPORTANTE - 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 distribución/fecha de envìo 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 connect.myflorida.com o escribiendo a la dirección en la parte superior de esta decisión. La fecha de la página de confirmación será la fecha de presentación de una solicitud de reapertura en la página de Internet del Departamento.

Una parte que asistió a la audiencia y recibió una decisión adversa puede registrar una solicitud de revisión con la Comisión de Apelaciones de Servicios de Reempleo; 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 definitif sòf si ou depoze yon apèl nan yon delè 20 jou apre dat distribisyon/postaj. Si 20yèm 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, connect.myflorida.com oswa alekri nan adrès ki mansyone okomansman desizyon sa a. Dat cofimasyon page sa pral jou ou ranpli deman pou reouvewti dan web sit depatman.

Yon pati ki te asiste odyans la epi li resevwa yon desizyon negatif kapab soumèt yon demann pou revizyon retounen travay Asistans Komisyon Apèl la, Suite 101 Rhyne Building, 2740 Centerview Drive, Tallahassee, Florida 32399-4151; (Faks: 850-488-2123); https://raaciap.floridajobs.org. Si poste a, dat tenm ap dat li ranpli aplikasyon. Si fakse, men yo-a delivre, lage pa sèvis mesaje lòt pase Etazini Sèvis nan Etazini Nimewo, oswa soumèt sou Entènèt la, dat yo te resevwa ap dat li ranpli aplikasyon. Pou evite reta, mete nimewo rejis la ak nimewo sosyal demandè a sekirite. Yon pati pou mande revizyon ta dwe presize nenpòt ak tout akizasyon nan erè ki gen rapò ak desizyon abit la, yo epi bay sipò reyèl ak / oswa legal pou defi sa yo. Alegasyon sou erè pa espesyalman tabli nan demann nan pou revizyon yo kapab konsidere yo egzante.
