UNITED STATES OF AMERICA
NATIONAL LABOR REATIONS BOARD
REGION 12

In the Matter of CASE NOS.:

TRANSPORT WORKERS UNON OF AMERICA, 12-CA-072141. 12-CA-072148, 12-CA-074078

AFL-CIO

CHARGING PARTY

v.

ALLIED MEDICAL TRANSPORT, INC.

RESPONDENT

**RESPONDENT ALLIED MEDICAL TRANSPORT, INC'S (AMT) REPLY TO THE NLRB GENERAL COUNSEL'S RESPONSE TO AMT'S AND SUPPLEMENTAL EXCEPTIONS TO THE ALJ'S RECOMMENDED ORDER WITH INCORPORATED MEMORANDUM**

COMES NOW, the RESPONDENT, ALLIED MEDICAL TRANSPORT, INC. (AMT), by and through their undersigned counsel and files their Reply to the General Counsel's Response to AMT's Exceptions to the Administrative Law Judge's (ALJ) Recommended Order (RO) and state as good cause therefore the following:

**RESPONDENT''S REPLY**

The Respondent refutes the following assertions made by the General Counsel in answering the Respondent's Exceptions to the ALJ's RO. The assertion the Union began organizing Respondent's drivers, dispatchers and mechanics "in about June 2011" is blatantly false and unsupported by any documentary evidence and/or testimony and by sworn affidavit of the Union Organizer George Exceus dated 12/28/2011(EHT:82:10-13. and testimony during the evidentiary hearing organizing efforts began around or about August or September 2011 (Evidentiary Hearing Transcript (EHT 81:14-15) and the first employee union meeting was not even held until September 24, 2011 (EHT: 87:8-10)

Surveillance Issue: Respondent's rely and restate their Exception Number 12 in the Respondent's Supplemental and Exceptions to the ALJ's RO as if fully set forth herein. The NLRB General Counsel's Answer is riddled with unsupported assumptions and allegations of "clear message" when in fact the ALJ's RO is in conflict based on Respondent's Exception Number 12.

The ALJ's findings should be struck that AMT/Wayne Rowe vioalted Section 8 (a)(1) of the Act by creating the impression of surveillance of employees' union activities.

II. Respondent's Reply to the NLRB's Response that The ALJ's Findings and Conclusion that on the Date of the Comfort Inn Union Meeting in November 2011, Respondent, **by** Wayne Rowe, engaged in Surveillance of Employees' Union Activities, in Violation of Section 8(a)(1) of the Act, Should be Denied, and Respondent's Exceptions 4, **5, 6, 7, 8,** 12, and **17** Should be Accepted.

The NLRB's response should be struck as the NLRB failed to cite to the record in their broad sweeping assumptions unsupported by the record. The meeting in question was held across from the Lauderdale Lakes office. [EHT 87:20-24]. In fact the Union organizer never met Mr. Rowe prior to the evidentiary hearing and did not see him on the lot. [EHT: 89:5-10]. The day of the meeting Mr. Rowe saw Mr. Nicholas he stopped and talked to him and laughed and then he went on to his parking lot across the street. [EHT 406: 9-24] The drivers pulled into AMT's lot dropped off their vehicles greeted Mr. Rowe and proceeded across the street to their meeting. [EHT 406:9-15] The ALJ RO findings of fact are unsupported under Aladdin Gaming LLC, 345 NLRB 585, 586 (2005) as it does not meet the surveillance criteria, duration criteria and there is no evidence and at a minimum conflicting evidence of "other coercive behavior" as such the finding of surveillance should be struck. Mr. Rowe's presence on his company property is lawful under the Act. Albertsons v. NLRB, 161 F.3d 1231, 1238 (10th Cir. 1998). At all times under the Act where employees openly engage in protected activities on the employer's premises, management officials may lawfully observe those activities but they may not do anything out of the ordinary to keep employee protected activities under watch. Id. As in Roadway Package System, 302 NLRB 961 (1991), Mr. Rowe's activities at his location across from the Comfort Inn did not constitute unlawful surveillance. The NLRB has failed to demonstrate in the evidentiary record that Mr. Rowe's/Respondent's conduct or activity on the date of the meeting was anything more than ordinary and casual and typical activities of Mr. Rowe's in the operation of his business.

**111.** The ALJ's Findings and Conclusion that during his November 2011 Conversation in the Comfort Inn Parking Lot with Alleged Discriminatee Yvel Nicolas, and During his December **1,** 2011 Telephone Conversation with Driver Paul Beauvais, Respondent, **by** Wayne Rowe, Told Employees that Unionizing would be Futile, in Violation of Section 8(a)(1) of the Act, Should be Denied, and Respondent's Exceptions 12 and **17** Should be accepted.

There is no testimony as asserted in the evidentiary record that W. Rowe/Respondent utilized any words like "futile" regarding unionization efforts. In fact one of the employees (Paul Beauvais) stated he called Wayne Rowe "all the time" [EHT 116:8-9] It is well settled that an employer, and by extension, the employer's agents and supervisors may "communicate to his employees any of his general views about unionism or any of his specific views about a particular union, so long as the communications do not contain a "threat of reprisal or force or promise of benefit". NLRB v. Gissel Packing Co., 395 US 575, 618 (1968). The evidentiary record is absent sufficient support for the ALJ's findings that any conversations Yvel Nicolas or Paul Beauvais had with W. Rowe rose to the level necessary to prove a violation of the Act. Paul Beauvais' own charges were dismissed. {EHT: 119:20-23] Under Blue Flash Express, Inc. 109 NLRB 591,593 the Respondent has not nor has the evidence submitted established that any alleged "questioning" or alleged "promises implied or express" were coercive because there is no evidence that said alleged communications indicate or prove discriminatory intent and effect as required under the law. Id. In fact Paul Beauvais testimony attests to the non-discriminatory amicus since Mr. Beauvais was not subjected to "discipline" and was not terminated from his employment with AMT even after having these alleged discussions which appear to be more "personal" in nature similar to conversations Mr. Beauvais had previously had with Wayne Rowe. [EHT: 115:22-23; 116:17-19]. For all the foregoing reasons and incorporating Respondent's exceptions to the ALJ RO incorporated herein by reference the ALJ's findings should be struck and Respondent's exceptions be accepted.

IV. The ALJ's Findings and Conclusion that on December **1,** 2011, Respondent, **by** Rowe in his Telephone Conversations with Drivers Beauvais and Andrys Etienne, Interrogated Employees about their Union Activities, in Violation of Section 8(a)(1) of the Act, Should be Denied, and Respondent's Exceptions 12 and **13** Should be Accepted

Respondent requests their exceptions and supplemental exceptions be accepted and incorporated herein by reference. As amply pointed out by the NLRB the relationships between Wayne Rowe/Respondent and the witness, Allan Toby, Paul Beauvais, Yvel Nicholas and Renan Fertil were of a personal nature. As such, the discussions with these long time employees of Respondent were far from the definition of "interrogation" as asserted by the NLRB. The NLRB has inserted with unsupported facts

assumptions regarding motive and intent of the Respondent in the absence of any supporting documentation that Respondent's conduct rose to the level of any violations under the Act. Respondent never threatened the witnesses or the employees and restraint or interference cannot be simply inferred based on unsupported assumptions. In fact both Yvel Nicholas and Renan Fertil believed they would be eligible for re-hire and perceived they were on suspension [EHT 149: 22] and would continue to work for Respondent. In fact, Mr. Renan Fertil, the charging party stated that no one at AMT/Respondent including Wayne Rowe, Rashelle Rowe, any supervisor or manager ever talked to him about union activity. [EHT 159:`8-20, 166:1-25]. It is implausible that Respondent can be found to have violated the act when charging parties cannot even testify to "restraint, interference, and/or threats". Meanwhile the union misrepresented what they could and couldn't do and made promises about what they could do e.g. "make everything run better, get more vacation time"; "better benefits"; "health insurance". [EHT 167:17-25; 168:1-14]. Respondent's Exceptions 12 and 13 should be accepted and the ALJ's conclusions that Respondent engaged in "interrogation of the employees about their union activities" be denied.

V. The ALJ's Findings and Conclusion that during his November 2011 Conversation in the Comfort Inn Parking Lot with Alleged Discriminatee Yvel Nicolas, Respondent, through Rowe, Unlawfully Solicited Employees' Grievances in Violation of Section 8(a)(1) of the Act Should be Denied, and Respondent's Exceptions 12 and 14 Should be Accepted/Affirmed.

Respondent requests their exceptions and supplemental exceptions be accepted and incorporated herein by reference. Of special note of the 5-6 employees who were strong union supporters they are still currently employed by Respondent negating any argument the NLRB raises that the audit and application of long standing disciplinary actions taken by predecessor employers and Respondent and current employers of the charging parties was done to "chill" union organization efforts or in retaliation for union activity. [EHT 227:19-21] The ALJ's findings are in error as Respondent has had a long standing relationship both professional and personal with many of the witnesses and employees of Respondent viewed as a "family" and those who testified at the evidentiary hearing and has had a long standing practice of communicating and soliciting an "open door" for grievances, complaints and general issues that arise. Respondent did not at any time alter "past practice". It was and at all times business as usual. Respondent did not and the evidentiary record is absent any allegations, factual basis or assertions that Respondent expressly or implied promise to remedy any grievance if and only if

the union was rejected in the election. Hedstrom Co. v. NLRB, 558 F.2d 1137, 1142 (3d Cir. 1977). Assertions that the Respondent had done nothing for them when they had jobs during a very difficult financial period nationally and had been long time employees of Respondent earning $3.34 more than the minimum wage of $7.79 equaling $11.13 an hour with benefits. An employer which had a longstanding practice of soliciting employee grievances was permitted to continue to do so during the pre-election period without violating the NLRA. Wal-Mart Stores, Inc., Case 21-CA-34515 (August 21, 2003). As such Respondent did not Unlawfully Solicited Employees' Grievances in Violation of Section 8(a)(1) of the Act and the ALJ's findings should be Denied, and Respondent's Exceptions 12 and 14 Should be Accepted/Affirmed.

VI. The ALJ's Findings and Conclusion that Respondent, through Rowe, During his November **28,** 2011 Telephone Conversation with Driver Toby and his December **1,** 2011 Telephone Conversation with Driver Beauvais, solicited drivers to campaign against the Union in Violation of Section 8(a)(1) of the Act Should be Denied and Respondent's Exception **15** Should be Accepted.

Respondent requests their exceptions and supplemental exceptions be accepted and incorporated herein by reference. Respondent Wayne Rowe at any time engaged in behavior or conduct which rose to a level of violations under Section 8 (a)(1) of the Act. Mere telephone conversations are not illegal. Respondent did not and the evidentiary record is absent including but not limited to proof of malicious "pro-union worker" terminations; threats to close operations; coercion with bribery or favoritism; verbal or written threats; mandatory attendance at anti-union meetings; threatening with loss of jobs or benefits; abuse of power; or engaged in any delays of the NLRB election process. The NLRB has failed to recognize that there are certain unalienable rights created under the Taft-Hartley Act which established the "employer free speech clause which permits employers to openly campaign against worker self-organization as long as the employer does not discriminate against workers. None of the comments satisfy the threshold to questioning employees about their union sympathies in any manner that were or did intent to interfere with restrain, or coerce these employees in the exercise of their rights under the NLRA. In the instant, case Respondent did not discriminate and any general comments as asserted were made by Respondent are clearly protected under the NLRA. There must be recognition of the fact that there exists protection on both sides but not one more than the other which would inevitably limit the spirit of the Act for the "free

choice" embodied in the law. Significant testimony was presented by witnesses that AMT was like a "family", personal and professional relationships existed between the parties throughout their long employment history with the respondent prior to the existence of the union. Nothing changed. Stevens Creek Chrysler, 252 NLRB 1294, 1295-1296 (2009) As such, the ALJ's Findings and Conclusion that Respondent, through Rowe, During his November **28,** 2011 Telephone Conversation with Driver Toby and his December **1,** 2011Telephone Conversation with Driver Beauvais, solicited drivers to campaign against the Union in Violation of Section 8(a)(1) of the Act Should be Denied and Respondent's Exception 11 and **15** Should be Accepted.

V11. The ALJ's Findings and Conclusion that During **CEO** Wayne Rowe's Telephone Conversation with Driver Paul Beauvais on December **1,** 2011, Respondent, **by** Rowe, Promised to Award Employee Benefits and Impliedly Promised that Employees would Receive Unspecified Benefits, if they Rejected the Union, in Violation of Section 8(a)(1) of the Act, Should be Denied, and Respondent's Exceptions **16** and **17** Should be Accepted.

Respondent requests their exceptions and supplemental exceptions be accepted and incorporated herein by reference. Respondent Wayne Rowe at any time engaged in behavior or conduct which rose to a level of violations under Section 8 (a)(1) of the Act. See also Respondent's Reply in Paragraph VI above and incorporated herein by reference and specifically Exceptions 16 and 17 of the Supplemental exceptions filed by Respondent. Contrary to the NLRB's response Wayne Rowe's comments were "generalized expressions" and the record is absent any evidence to the contrary. Noah's New York Bagels, Inc., 324 NLRB 266,267 (1997). Contrary to the NLRB's response again they have failed to realize the free speech permitted by both parties and have failed to elicit sufficient evidence of impermissible campaign conduct. Wayne Rowe did not "promise" any benefits only time to try to fix any concerns and no intent was demonstrated in the evidentiary record to support a finding that rises to a violation of Section 8(a)(1) of the Act. There was no evidence of any threats of reprisals. NLRB v. Garry Manufacturing Co., No. 79-2113 (3rd DCA 1980). Section 8(c) of the Act **guarantees** to employers the right to communicate their opinions and facts about unions during an organizational campaign. Id. The expressing of **any** views, argument, or opinion, or the dissemination thereof, whether in written, printed, graphic, or visual form, **shall not** constitute or be evidence of an unfair labor practice particularly if such

expression contains no threat of reprisal or force of promise of benefit. Id.. See also NLRB v. Garry Manufacturing Co., No. 79-2113 (3rd DCA 1980). As in the instant case, in NLRB v. Gissel Packing Co., 395 U.S. 575, 89 S.Ct. 1918, 23 L.Ed.2d 547 (1969), the Supreme Court held that, in the course of an organizational campaign, an employer may freely communicate to his employees his views on unions in general or on the union they propose to join in particular as long as he does not violate the command of section 8(c) by including threats or promises. Respondent did not engage in conduct sufficient to rise to the level of violation under the Act. The record is absent threats of reprisals, reprisals or adverse consequences and/or any specific or implied promises of benefits. As such, The ALJ's Findings and Conclusion that During CEO Wayne Rowe's Telephone Conversation with Driver Paul Beauvais on December 1, 2011, Respondent, by Rowe, Promised to Award Employee Benefits and Impliedly Promised that Employees would Receive Unspecified Benefits, if they Rejected the Union, in Violation of Section 8(a)(1) of the Act, Should be Denied, and Respondent's Exceptions **16** and **17** Should be Accepted.

VIII. The ALJ's Finding and Conclusion that During **CEO** Wayne Rowe's Telephone Conversation with Driver Paul Beauvais on December **1,** 2011, Respondent, **by** Rowe, Threatened to Replace Employees if They Unionized in Violation of Section 8(a)(1) of the Act Should be Denied and Respondent's Exceptions **16** and **17** Should be Accepted.

Respondent requests their exceptions and supplemental exceptions be accepted and incorporated herein by reference specifically Exceptions 16 and 17. Respondent Wayne Rowe at any time engaged in behavior or conduct which rose to a level of violations under Section 8 (a)(1) of the Act. Contrary to the NLRB's assertions Wayne Rowe did specifically testify that it would be impossible to do so because of the combined hour restrictions between companies and the Paratransit contract prohibiting drivers from working in excess of regulated hours in any workweek for any Paratransit provider as Respondent is the largest Paratransit provider. It makes no logical sense Wayne Rowe would say he would hire part time employees as replacements when he knows he cannot from all business operation standpoints to do so and maintain operations to the standards under the Paratransit provider. The NLRB's assumptions is clearly misplaced and is unsupported by the record. In fact, the witness knew that AMT could

hire anyone they wanted to hire evidently not perceived as “coercive” by the witness since he knew AMT was employment at will employer. [EHT 119:6] The witness Paul Beauvais had a long standing personal relationship with Wayne Rowe and only changed after the union presence. [EHT:115:22-25;116:2-13] The workforce of AMT has always been comprised of full time and part time employees to ensure meeting the needs of the paratransit contract. In fact, any part time employees would also arguably be covered by the labor contract as “drivers” so it would be a ridiculous assertion. As such, the ALJ's Finding and Conclusion that During **CEO** Wayne Rowe's Telephone Conversation with Driver Paul Beauvais on December **1,** 2011, Respondent, **by** Rowe, Threatened to Replace Employees if They Unionized in Violation of Section 8(a)(1) of the Act Should be Denied and Respondent's Exceptions **16** and **17** Should be Accepted.

IX. The ALJ's finding and conclusion that Respondent knew about Renan Fertil's union activity should be denied and Respondent's Exception **10** should be accepted.

Respondent requests their exceptions and supplemental exceptions be accepted and incorporated herein by reference. The evidentiary record is absent any evidence Respondent, Wayne Rowe knew of Fertil’s union activity. In fact no one spoke to Fertil regarding his distribution of flyers (e.g. one isolated day after his shift.)[EHT 128:16]. No one ever saw him wear a union t-shirt, sign a union authorization card, and no one ever talked to him about his alleged union activity. [159: 8-20] No one threatened him regarding his alleged union activity; no one threatened him about job loss [EHT: 166:17-24] For the foregoing reasons The ALJ's finding and conclusion that Respondent knew about Renan Fertil's union activity should be denied and Respondent's Exception **10** should be accepted.

X. The AILJIs Findings and Conclusions that Respondent violated Section 8(a)(5) and **(1)** of the Act when it unilaterally changed its disciplinary policies and procedures concerning driver fare shortages and disciplined drivers under this modified policy without notifying the Union Should be Denied, and Respondent's Exceptions **1** and **17** Should be Accepted.

Respondent requests their exceptions and supplemental exceptions be accepted and incorporated herein by reference. Respondent Wayne Rowe at no time engaged in behavior or conduct which rose to a level of violations under Section 8 (a) (5) or (1) of the Act. The NLRB has made broad based assertions and attached labels which are either unsupported by the evidentiary record or unsupported by the law.

The fare audit was not a new policy or procedure. At no time was the posting of the long standing policy or procedure, disciplinary action initiated after completion of several audits created as a "form of intimidation" as asserted by the NLRB. The record is also absent this assertion. The NLRB has failed to state the simple fact that the process for maintenance of the fare monies was changed as a result of an addendum to the paratransit contract in June of 2011 months prior to any union activity or the presence of the union.[EHT 350:5-11] Fertil was given an opportunity to review the documentation and never went back [EHT 155: 12-14]; he never made arrangements to review the documentation [EHT 155:15-18 and on his return on December 26, 2011 he denied agreement and abandoned his position. Curiously he did admit to be short $7.00 on December 14, 2011 when he first met with Respondent regarding the audit and client fare shortages and showed him the summary report of the audit evidencing amounts and dates. [EHT 157: 3-5; 153:19-23]] If a driver is unable to collect a fare then dispatch is notified and the manifest is documented to reflect this failure to collect or receive payment. [EHT 157:23-25;158:1-6] Drivers are not required to pay for uncollected fares. Renan Fertil, charging party, worked under various paratransit contracts for various employers and had for many years (13 years) resulting in significant knowledge of the client fare process, policy and procedure utilized by AAA, Medex and Respondent. [EHT 152:4-14; 162:11-17] AMT met with Fertil on two separate occasions and never came back to review the documentation in support of the audit summary. [EHT 314:20-23] Fertil was also shown examples of the errors in his manifests when reviewing the audit with him. [EHT 315:7-17]

Although Respondent had not previously suspended an employee for shortages it is undisputed that fare shortages are grounds for immediate dismissal/termination. There was not change in practice, procedure, discipline, client fares, audits, shortages, overages as reflected in numerous documents reflecting the long standing policy and practice. Wilson was disciplined and written up for his fare violation. Distinguishing all of the other employees from Fertil and Nicolas is the simple fact both Fertil and Nicolas refused to repay their documented shortages and abandoned their positions. Written repayment agreements were not given to Fertil and Nicolas because they denied the shortages and refused to pay. Fertil was offered a repayment plan and Nicolas was not because he

refused a repayment plan. [EHT 329:20] The NLRB's argument that Respondent did not do any further investigation is simply untrue and unsupported in the record. The audit was provided the manifests were reviewed, the ATM deposit summaries with employee PIN identification numbers were reviewed and it was determined Fertil and Nicolas had stolen client fare monies and had failed to deposit client fare monies which is an immediate terminable offense. Furthermore, although Nicolas may have agreed to pay at some later point in time he never did pay and never returned to pay so no repayment agreement could be initiated. [EHT 310:24-25] Furthermore, he was going to pay cash and no repayment agreement was necessary but he never returned to pay. [EHT 311:10-20] Both Fertil and Nicolas were informed that if they signed the letter, re-paid the client fare money they would be returned to work. [EHT: 318:1-4] Fare shortages had also traditionally been taken as a deduction from employees' payroll checks. [EHT: 347:2-5]

Of particular concern is the assertion that Respondent failed to take supplemental action against the remaining drivers. The Respondent ceased further audit discipline at the request of the Union which the Respondent agreed to do.[EHT 315:19-25] There are still 67 drivers still pending potential discipline and substantial uncollected fare monies. Respondent accommodated the Union in spite of significant financial impact by agreeing to cease further deductions for fare shortages in agreement with the Union. [EHT:344:23-25;345:1-3] Respondent has suffered financially (e.g. approximately $5,000.00 per month shortage of client fare deposits by the drivers.[EHT 351:2-5] The policies and procedures, memorandums, audit and discipline have been in place since the implementation of the paratransit contract in December 2009 [EHT 353:22] Memos were posted on company bulletin boards regarding client fares and potential discipline for failure to deposit in September 2010 (e.g. more than a year prior to Union presence) and July 2011 (months prior to union notification). [EHT 360:4-6;20-22] In fact, Respondent had previously conducted a similar audit in November of 2010 notifying employees they were subject to audit and disciplinary action (e.g. one year prior to any Union presence or request for representation or election) [EHT 365:2-25]. The audit and subsequent discipline is not a unilateral change and therefore not a violation of Section 8(a)(5) of the Act. Golden Stevedoring Co., 335 NLRB 410, 415-16 (2001). The discipline and Respondent's reaction regarding the audit in 2010 and in 2011 clearly reflects that if an

employee would have been fired for cause or in the instant case suspended irrespective of the employer's attitude toward the union, the real reason for the discharge is nondiscriminatory. Edgewood Nursing Center Inc. v. NLR, 581 F.2d 363, 368 (3d Cir. 1978). The NLRB has failed to prove or tender any evidence that Respondent's reasons for suspending Fertil and Nicolas was merely a pretext and the real motive was anti-union animus. Gould Inc. v. NLRB, 612 F.2d 728 (3d Cir. 1979). The NLRB has disregarded uncontradicted, documentary evidence that similar warnings, discipline, audits etc. were given before, during and after Union presence to other employees who were not active in the organization drive. Each instance of discipline was as a result of a violation of company rules. NLRB v. Garry Manufacturing Co., No. 79-2113 (3d DCA 06/10/1980), 630 F.2d 934.

As such, Respondent engaged in the same conduct it had always engaged in prior to the presence of the Union and agreed to cease any further disciplinary action after certification of the union. There was no violation of Section 89a)(5) and (1) of the Act. For the foregoing reasons The AILJIs Findings and Conclusions that Respondent violated Section 8(a)(5) and **(1)** of the Act when it unilaterally changed its disciplinary policies and procedures concerning driver fare shortages and disciplined drivers under this modified policy without notifying the Union Should be Denied, and Respondent's Exceptions **1** and **17** Should be Accepted.

XI Conclusion

For the reasons set forth above, the ALJ did not properly find and conclude that Respondent engaged in violations of Section 8(a)(1) and (5) of the Act and recommended an inappropriate remedy and Order, and all of Respondent's exceptions should be accepted. In summary, the NLRB's answers to Respondent's Exceptions should be denied in their entirety.

Dated: April 26, 2013

Respectfully Submitted By:

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**CERTIFICATE OF SERVICE**

I hereby certify that on April 26th, 2013 I electronically filed the foregoing document by using the E-Filing system on the Agency's website. I also certify that the foregoing document is being served this day via e- mail on all parties of record identified as follows: Marinelly Maldonado, Marinelly.Maldonado@nlrb.gov and Shelley Plass Shelley.Plass@nlrb.gov , Counsels for the Acting General Counsel, National Labor Relations Board, Region 12, 51 S.W. 1st Avenue, Miami, FL 33130, Osnat K. Rind, Esq., (orind@phillipsrichard.com), Phillips, Richard & Rind, 9360 SW 72nd St. Ste., 283, Miami, FL 33173-3283 on the same day as the E-Filing on the Agency's website and postmarked today via regular mail.

s/Lydia B. Cannizzo
Lydia B. Cannizzo, Esq.