



POLICY 6.144

4-B I recommend that the Board adopt the proposed revised Policy 6.144, entitled “Commercial Nondiscrimination.”

[Contact: Dr. Otelia DuBose, PX 48508.]

Adoption

CONSENT ITEM

- The Board approved development of this revised Policy at the development reading on June 3, 2009.
- This policy satisfies the requirement in paragraph (2)(e)(ii) of Board Policy 6.143 (“Diversity and Equitable Utilization in Business,” adopted on May 11, 2005), which requires the Board to adopt “a commercial non-discrimination policy that ensures that companies doing business with the School Board do not discriminate in the solicitation, selection, or treatment of subcontractors, suppliers, vendors, or commercial customers on the basis of race, color, sex or national origin.”
- The two revisions to the policy are as follows:
 - Gender identity or expression has been added to the listings of protected classes.
 - A complaint form has been included in the policy for anyone seeking to file a discrimination complaint with the Office of Diversity in Business Practices. (See Section 5). A copy of the complaint form is attached to the policy.

POLICY 6.144

COMMERCIAL NONDISCRIMINATION

- 1
2
3 1. **Purpose and Intent.**-- It is the intent of the School District of Palm Beach County
4 to avoid becoming a passive participant in private sector commercial discrimination
5 by refusing to engage in business with business firms that discriminate in the
6 solicitation, selection, hiring, or treatment of vendors, suppliers, subcontractors, or
7 commercial customers on the basis of race, gender, gender identity or expression,
8 religion, national origin, ethnicity, sexual orientation, age, or disability and by
9 providing a procedure for receiving, investigating, and resolving complaints of
10 discrimination filed against business firms that have submitted a bid or proposal for,
11 have been selected to engage in, or are engaged in doing business with the School
12 District.
- 13 2. **Policy Statement.** -- It is the policy of the School Board of Palm Beach County not
14 to accept bids or proposals from, nor to engage in business with, any business firm
15 that has discriminated on the basis of race, gender, gender identity or expression,
16 religion, national origin, ethnicity, sexual orientation, age, disability, or any other
17 form of unlawful discrimination in its solicitation, selection, hiring, or treatment of
18 another business.
- 19 3. **Scope.** -- This Policy applies to all business firms and to all contracts to which the
20 School Board is a party. Additionally, as to third-party contracts, every contract
21 and other agreement between the School Board of Palm Beach County and any
22 governmental agency, quasi-governmental agency, corporation, developer, or
23 contractor, under which the agency, corporation, developer, or contractor receives
24 any fiscal assistance from or through the School District for the purpose of
25 contracting with businesses to perform real estate development, renovation,
26 maintenance, or other services, must require the agency, corporation, developer,
27 or contractor to comply with this Policy in awarding and administering that contract
28 or agreement.
- 29 4. **Definitions.**-- As used herein, the following terms have these meanings unless the
30 context clearly requires a different meaning:
 - 31 a. *ALJ* means an administrative law judge assigned by the Florida Department of
32 Administrative Hearings (DOAH) to conduct hearings under this Policy.
 - 33 b. *Business firm* means any person, firm, sole proprietorship, partnership,
34 corporation, limited liability company, or other business entity or combination
35 thereof, including any financial institution, developer, consultant, prime
36 contractor, subcontractor, supplier, or vendor, that has submitted a bid or
37 proposal, has been selected to do business, or is doing business with the
38 School District, including selling or leasing supplies, or goods, or providing

- 39 construction, financial, professional, or other services, in return for a fee or any
40 other form of compensation.
- 41 c. *Chief Counsel* means the Chief Counsel to the School Board of Palm Beach
42 County.
- 43 d. *Contract* means an agreement with any business firm (including a sole
44 proprietorship) let by or on behalf of the School Board or School District for
45 that business firm to sell or lease supplies or goods, or provides construction,
46 financial, professional, or other services, in return for a fee or any other form of
47 compensation.
- 48 e. *Contractor* means any business firm (including a sole proprietorship) that
49 holds a contract let by or on behalf of the School Board or School District. (For
50 purposes of the nondiscrimination clause in section (13) below, the term
51 “contractor” also includes a subcontractor holding a subcontract as defined in
52 subsection (4) (n).)
- 53 f. *Discrimination* means, in general, any disadvantage, difference, distinction, or
54 preference in the solicitation, selection, hiring, or treatment of a vendor,
55 supplier, subcontractor, commercial customer, or any other business entity on
56 the basis of race, gender, gender identity or expression, religion, national
57 origin, ethnicity, sexual orientation, age, disability, or any other form of
58 unlawful discrimination regarding the characteristics of that business entity’s
59 employees or owners. However, discrimination does not include otherwise
60 lawful efforts, including those specified in Policy No. 6.143 (“Diversity and
61 Equitable Utilization in Business”) to remedy the effects of discrimination that
62 has occurred or is occurring in the marketplace.
- 63 g. *DOAH* means the Florida Department of Administrative Hearings.
- 64 h. *Financial Institution* means any person or entity engaged in the business of
65 lending money, guaranteeing loans, extending credit, securing bonds, or
66 providing venture or equity capital to business entities, or that offers financial
67 services in connection with School District projects or the administration of
68 School District government. For example, financial institution includes any
69 bank, savings and loan association, venture capital company, insurance
70 company, bonding company, mortgage company, credit union, and broker.
- 71 i. *Includes or Including* means by way of illustration and not by way of limitation.
- 72 j. *ODBP* means the School District’s Office of Diversity in Business Practices.
- 73 k. *Presiding officer* means, as appropriate to the context, the ALJ presiding over
74 a formal hearing under Fla. Stat. § 120.57(1), or the designated hearing officer
75 presiding over an informal hearing under Fla. Stat. § 120.57(2).

76 l. *School Board* or *Board* means The School Board of Palm Beach County,
77 Florida, the policy-making governing body of the School District of Palm Beach
78 County, which has authority to enter into contracts on behalf of the District
79 School System.

80 m. *School District* or *District* means the School District of Palm Beach County and
81 those agencies, departments, boards, commissions, government authorities,
82 and corporations authorized to act on behalf of, or as agent for, the School
83 District of Palm Beach County.

84 n. *Subcontract* means an agreement for the performance of a particular portion
85 of work to be performed under a contract with the School Board or School
86 District.

87 5. **Complaints of Discrimination.** -- Any adult person, business entity, association,
88 organization, or government agency may file an administrative complaint with the
89 ODBP Director stating facts showing or tending to show that a business firm has
90 engaged in discrimination against one or more other businesses. Within 60 days
91 after the action prohibited by this policy, the person, business entity, association,
92 organization or government agency may file an administrative complaint using the
93 Discrimination Complaint Form located on the Office of Diversity in Business
94 Practices website at <http://www.palmbeach.k12.fl.us/MWBE/> and the Department
95 of _____ Records _____ Management _____ website _____ at
96 <http://www.palmbeach.k.12.fl.us\records/formssearch.asp>. Within ten business
97 days of the receipt of the complaint, the ODBP Director shall notify the business
98 firm against whom the complaint was filed that a complaint has been received.

99 6. **Investigation of Complaints.** -- An investigative unit shall exist in the ODBP to
100 review and investigate discrimination complaints filed under this Policy. The ODBP
101 Director shall exercise his or her best judgment to assign ODBP staff persons
102 and/or outside consultants to the investigative unit as necessary to conduct such
103 investigations in a comprehensive, fair, competent, and efficient manner. (As may
104 be necessary due to an unexpectedly time-intensive investigation, the ODBP
105 Director may also request that the Superintendent temporarily assign other existing
106 qualified District personnel to assist in this unit.) The investigative unit shall seek
107 all relevant evidence from the complainant, from the respondent business firm, and
108 from external sources relating to the allegations of the complaint.

109 7. **Initial Findings and Recommendations.** -- The ODBP Director will make initial
110 findings and recommendations.

111 a. Based upon the investigative unit's review and investigation, the ODBP
112 Director shall make an initial non-binding finding on each allegation stated in
113 the complaint, that either:

114 i. the investigation produced sufficient evidence to find that the alleged

- 115 discrimination did take place (“sustained”);
- 116 ii. the investigation failed to produce sufficient evidence to find that the
117 alleged discrimination took place (“not sustained”);
- 118 iii. the investigation produced sufficient evidence to find that the alleged
119 discrimination did not take place (“unfounded”);
- 120 iv. the investigation produced sufficient evidence to establish that the
121 complainant knowingly made one or more false or frivolous allegations
122 (“false or frivolous”);
- 123 v. the allegation has been settled or otherwise resolved by agreement of the
124 interested parties (“settled or resolved”); or
- 125 vi. the allegation has been withdrawn (“withdrawn”).
- 126 b. The ODBP Director (who may seek legal advice from the Chief Counsel or
127 designated associate counsel) shall recommend appropriate action to be
128 taken. That action may include additional investigation of the complaint,
129 sanctions, remedies, or other action consistent with this Policy.
- 130 c. The initial non-binding findings and recommendations shall be made by the
131 ODBP Director within 120 calendar days of receipt of the complaint. The
132 ODBP Director may extend this time limit, after consultation with the Chief
133 Counsel, for good cause or if the parties agree to mediate a settlement to the
134 complaint.
- 135 d. The ODBP Director shall notify the complainant and the business firm within
136 five business days of the issuance of the initial non-binding findings and
137 recommendations, including an explanation of the reasons justifying the initial
138 findings.
- 139 8. **Hearings.** -- If the ODBP Director determines that one or more allegations of
140 discrimination within the scope of this Policy are sustained, the business firm
141 against whom the allegations were made shall be entitled to an administrative
142 hearing on the allegations and an opportunity to participate in the hearing.
- 143 a. Pursuant to F.A.C. r. 28-106.111(1), the ODBP shall notify the business firm of
144 the information required by Fla. Stat. § 120.569(1) (e.g., that the business firm
145 may request a hearing; the procedure for obtaining a hearing; and the
146 pertinent time limits). The ODBP’s notice shall also advise whether mediation
147 under Fla. Stat. § 120.573 is available as an alternative remedy, and if
148 available, that pursuit of mediation will not adversely affect the right to
149 administrative proceedings in the event mediation does not result in a
150 settlement.

- 151 b. If the business firm desires a hearing, the business firm must request an
152 administrative hearing by filing a written request with the Board Clerk within
153 twenty-one (21) calendar days of notice of the initial findings and
154 recommendations, pursuant to F.A.C. r. 28-106.111(2). The request for
155 hearing must contain all items required by Fla. Stat. § 120.569(2)(c) and
156 F.A.C. r. 28-106.201(2) (for formal hearings involving disputed issues of
157 material fact, under Fla. Stat. § 120.57(1)) or F.A.C. r. 28-106.301(2) (for
158 informal hearings not involving disputed issues of material fact, under Fla.
159 Stat. § 120.57(2)).
- 160 i. If the business firm properly and timely requests an administrative hearing
161 involving disputed issues of material fact, the Chief Counsel shall notify
162 DOAH within fifteen (15) days of receiving the request, and DOAH will
163 assign an ALJ to conduct the administrative hearing.
- 164 A. DOAH will inform the business firm, the ODBP Director, and the
165 Chief Counsel of the time and place for the hearing. The
166 administrative hearing shall be held by the ALJ within ninety calendar
167 days of the assignment of the ALJ. Whenever possible, the hearing
168 shall be held in the place most convenient to all parties as
169 determined by the ALJ.
- 170 B. The hearing shall be conducted in a manner consistent with Chapter
171 120, Florida Statutes and any due process rights to which any party
172 is entitled. At a minimum, the hearing shall afford all parties an
173 opportunity to present witnesses, conduct direct and cross-
174 examination of witnesses, introduce relevant evidence, submit briefs,
175 and present oral argument. At such hearing, the ODBP Director or
176 the Director's designee shall present the evidence gathered by the
177 investigative unit. Findings shall be made by the ALJ based upon a
178 preponderance of all evidence presented.
- 179 ii. If the business firm properly and timely requests an administrative hearing
180 not involving disputed issues of material fact, the Chief Counsel shall
181 notify DOAH within fifteen (15) days of receiving the request.
182 Notwithstanding Policy 4.150, the informal hearing will be conducted
183 under Fla. Stat. § 120.57(2) and F.A.C. r. 106.301 - 106.307 by a hearing
184 officer who is a volunteer outside attorney selected by the
185 Superintendent/designee (or, if such volunteer attorney is not available,
186 the hearing may be conducted by any available Board member).
- 187 c. The presiding officer may issue protective orders for good cause to limit, or
188 otherwise impose conditions on, access by any person to any document in the
189 possession of a party, including any document in the School District's
190 possession if exempt from the Public Records Act or in the record of the

191 hearing if that particular document in the record is exempt from the Public
192 Records Act.

193 d. If the business firm fails to properly and timely request an administrative
194 hearing, the ODBP shall notify the business firm that the request is dismissed
195 pursuant to Fla. Stat. § 120.569(2)(c) and that the initial non-binding findings
196 and recommendations will become the final administrative decision of the
197 School District pending review and approval by the Superintendent and School
198 Board, and the School Board's action will constitute final agency action.

199 e. Pursuant to Fla. Stat. § 120.57(4), unless precluded by law, informal
200 disposition may be made of any proceeding by stipulation, agreed settlement,
201 or consent order, instead of through a hearing.

202 9. **Disposition after a Hearing.**-- Within thirty (30) days after the hearing or receipt
203 of the hearing transcript, whichever is later, the presiding officer shall file a
204 recommended order with the School Board including a caption, time and place of
205 hearing, statement of the issues, findings of fact and conclusions of law, and
206 recommendations for final agency action. The presiding officer's recommended
207 order may affirm or reject the initial findings and recommendations, may substitute
208 different findings and recommend appropriate remedies, or may return the case to
209 the ODBP Director for further investigation and findings to be completed within a
210 period of time specified by the presiding officer.

211 a. The presiding officer's recommended order shall be based upon a
212 preponderance of the evidence contained in the hearing record, and shall
213 reflect the evidentiary basis for its findings.

214 b. The Board will allow each party fifteen (15) days in which to submit written
215 exceptions to the recommended order.

216 c. Pursuant to Fla. Stat. §§ 120.569 and 120.57, the School Board shall issue
217 the final order within ninety (90) days, unless the time is waived by all parties,
218 after:

219 i. the hearing is concluded (defined as the time when the hearing officer
220 submits the recommended order to the Board and the recommended
221 order is mailed to all parties), if an informal hearing is conducted by the
222 District;

223 ii. a recommended order is submitted to the Board and mailed to all parties,
224 if the hearing is conducted by an ALJ; or

225 iii. the District has received the written and oral material it has authorized to
226 be submitted, if there has been no hearing.

227 d. The final order shall be considered at a regularly scheduled School Board
228 meeting. The School Board may adopt the presiding officer's recommended
229 order as its Final Order. The School Board in its final order may, for good
230 cause, reject or modify the conclusions of law in the recommended order but
231 may not reject or modify the findings of fact unless the School Board first
232 determines from a review of the complete record that the findings of fact were
233 not based upon competent substantial evidence or that the proceedings on
234 which the findings were based did not comply with essential requirements of
235 law. The School Board may reduce or increase the recommended penalty in a
236 recommended order, but may do so only with a review of the complete record.
237 In cases where an ALJ provided a recommended order, the Board will provide
238 a copy of its final order to DOAH within fifteen (15) days after the order is filed
239 with the Board clerk.

240 10. **Remedies and Penalties.**-- When a complaint is sustained in a final order (upon
241 the Superintendent's recommendation in cases where the business firm did not
242 properly and timely request a hearing, or upon the Board's consideration of a
243 recommended order after a hearing that was properly and timely requested), the
244 School Board shall direct the Superintendent to take one or more of the following
245 actions:

246 a. any remedy provided by law or agreed to by the respondent business firm, the
247 complainant, and the School District;

248 b. implementation of procedures by the School District for debarment of the
249 respondent business firm from bidding and contract awards on School District
250 projects for a period of not more than three years under Board Policy 6.14(5);

251 c. rescission, suspension or termination of any current contract between the
252 respondent business firm and the School District;

253 d. exercise of any other rights or remedies available to the School District under
254 any current contract between the respondent business firm and the School
255 District, including, but not limited to, liquidated damages; or

256 e. referral of the matter for criminal prosecution for fraud and other violations of
257 Florida law if appropriate under the circumstances.

258 11. **Sanctions for Filing a False or Frivolous Complaint.**-- If the ODBP Director
259 determines that one or more allegations of a complaint are false and that the
260 complainant knew them to be false when filed, or that one or more of the
261 allegations of a complaint are so frivolous that they are wholly without merit, the
262 ODBP Director may refuse to review or investigate any complaint filed under this
263 Policy by the same complainant for a period of up to three years. The ODBP
264 Director may also recommend to the presiding officer or the School Board that the
265 complainant be required to reimburse the District in the amount of the costs

266 incurred for the investigation and review of the false or frivolous complaint. In the
267 event the presiding officer requires such reimbursement to the School District, the
268 complainant shall have the same right of appeal to the School Board as a
269 respondent business firm has under section (9)(d) of this Policy.

270 12. **Judicial Review.**-- A party who, after having exhausted all administrative remedies
271 available, is aggrieved by a final order of the School Board may seek judicial
272 review of such final order pursuant to Fla. Stat. § 120.68.

273 13. **Mandatory Nondiscrimination Contract Clause.**-- Every written contract and
274 subcontract (with the possible exception of certain unalterable form contracts or
275 software licenses required by certain corporations or items purchased on State of
276 Florida contracts or piggyback contracts from other agencies, as determined by the
277 Superintendent/designee) shall contain a nondiscrimination clause that reads as
278 follows: "Contractor shall not discriminate on the basis of race, gender, gender
279 identity or expression, religion, national origin, ethnicity, sexual orientation, age, or
280 disability in the solicitation, selection, hiring, or treatment of subcontractors,
281 vendors, suppliers, or commercial customers. Contractor shall provide equal
282 opportunity for subcontractors to participate in all of its public sector and private
283 sector subcontracting opportunities, provided that nothing contained in this clause
284 shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace
285 discrimination that has occurred or is occurring in the marketplace, such as those
286 specified in Palm Beach County School Board Policy 6.143. Contractor
287 understands and agrees that violation of this clause is a material breach of the
288 contract and may result in contract termination, debarment, or other sanctions."

289 14. **Contractor Bid Requirements.**-- All requests for bids or proposals issued by the
290 School District shall include a clause that reads as follows: "As part of its bid or
291 proposal, Bidder or Proposer shall provide to the School District a list of all
292 instances within the past ten years where a complaint was filed or pending against
293 Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or
294 Proposer discriminated on the basis of race, gender, gender identity or expression,
295 religion, national origin, ethnicity, sexual orientation, age, or disability against its
296 subcontractors, vendors, suppliers, or commercial customers, and a description of
297 the status or resolution of each such complaint, including any remedial action
298 taken."

299 15. **Contract Disclosure Requirements.** -- Every written contract issued by the
300 School District and subcontract (with the possible exception of certain unalterable
301 form contracts or software licenses required by certain corporations or items
302 purchased on State of Florida contracts or piggyback contracts from other
303 agencies, as determined by the Superintendent/designee) shall include a clause
304 that reads as follows: "Upon the School District's request, and upon the filing of a
305 complaint against Contractor pursuant to Palm Beach County School Board Policy
306 6.144, Contractor agrees to provide the School District, within sixty calendar days,

307 a truthful and complete list of the names of all subcontractors, vendors, and
308 suppliers that Contractor has used in the past five years on any of its contracts that
309 were undertaken within the Palm Beach County School District relevant geographic
310 market as defined Palm Beach County School Board Policy No. 6.143, including
311 the total dollar amount paid by Contractor for each subcontract or supply contract.
312 Contractor agrees to fully cooperate in any investigation conducted by the School
313 District pursuant to this Policy. Contractor understands and agrees that violation of
314 this clause is a material breach of the contract and may result in contract
315 termination, debarment, and other sanctions.”

316 16. **Other Legal Remedies**-- The remedies provided by this Policy are in addition to
317 any other statutory, legal, or equitable remedies that may be available and are not
318 intended to be prerequisite to or exclusive of any other remedies.

319 17. **Non-Interruption of Performance**-- The filing of a complaint, or the investigation
320 or hearing or recommended order concerning a complaint under this Policy shall
321 not hinder or affect the award of, performance of, or payment on a contract prior to
322 a final administrative order that establishes a violation.

323 18. **Rules of Construction**-- The provisions of this Policy are to be liberally
324 construed to accomplish its policies and purposes.

325 a. **Mandatory, Prohibitory, and Permissive Terms**

326 i. Mandatory terms.-- “Must” and “shall” are each mandatory terms used to
327 express a requirement or to impose a duty.

328 ii. Prohibitory terms.-- “Must not”, “may not”, and “no . . . may” are each
329 mandatory negative terms used to establish a prohibition.

330 iii. Permissive terms.-- “May” is permissive.

331 iv. Number.-- The singular includes the plural and vice versa.

332 b. **Severability**-- All provisions of this Policy are severable. If a court determines
333 that a word, phrase, clause, sentence, paragraph, subsection, section, or other
334 provision is invalid or that the application of any part of the provision to any
335 person or circumstances is invalid, the remaining provisions and the
336 application of those provisions to other persons or circumstances shall remain
337 in full force and effect to the maximum extent practicable.

338 c. **Time Computations**

339 i. Computation of time After an Act, Event, or Default

340 A. In computing any period of time prescribed by this Policy, the day of

341 the act, event, or default after which the designated period of time
342 begins to run is not included.

343 B. If the period of time allowed is more than seven (7) days,
344 intermediate Saturdays, Sundays, and legal holidays (observed by
345 the School District's administrative center) are counted.

346 C. If the period of time allowed is seven (7) days or less, intermediate
347 Saturdays, Sundays, and legal holidays (observed by the School
348 District's administrative center) are not counted.

349 D. The last day of the period so computed is included unless it is a
350 Saturday, Sunday, or legal holiday, in which event the period runs
351 until the end of the next day that is not a Saturday, Sunday, or legal
352 holiday observed by the School District's administrative center.

353 ii. Computation of Time Before a Day, Act, or Event

354 A. In determining the latest day for performing an act that is required by
355 this Policy to be performed a prescribed number of days before a
356 certain day, act, or event, all days preceding that day, including
357 intervening Saturdays, Sundays, and legal holidays observed by the
358 School District's administrative center, are counted in the number of
359 days so prescribed.

360 B. The latest day is included in the determination unless it is a
361 Saturday, Sunday, or legal holiday, in which event the latest day is
362 the first preceding day that is not a Saturday, Sunday, or legal
363 holiday observed by the District's administrative center.

364 19. **Administrative Guidance**-- The Superintendent may issue Bulletins or guidelines
365 to explain the application of this Policy or to guide the District in carrying out this
366 Policy.

367 STATUTORY AUTHORITY: Fla. Stat. §§ 1001.41(2); 1001.42(22); 1001.43(2), (6)

368 LAWS IMPLEMENTED: Fla. Stat. §§ 1001.41(1), (3); 1001.42(10)(i); 1001.43(2)

369 HISTORY: 05/31/2006; _/___/2009

Legal Signoff:

The Legal Department has reviewed proposed Policy 6.144 and finds it legally sufficient for development by the Board.

Attorney

Date

School District of Palm Beach County – Office of Diversity in Business Practices
Policy 6.144 – DISCRIMINATION COMPLAINT FORM

Please complete this form prior to your interview. If the space provided is insufficient, please attach additional information on a separate page. The information will assist the investigator in addressing your complaint.

1. Name:	(First)	(Middle)	(Last)
Address:	(City)	(State)	(Zip)
			Daytime Telephone # Fax: E-Mail:
Company's Name:	Date of Application:		
2. What was the alleged action taken against your company that you believe to be discriminatory and why? Be specific.			
Was the alleged action taken against you as a contractor, subcontractor, consultant, other?			
3. Do you believe this alleged action was taken against you because of: (Check Appropriate box(es))			
<input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> Sex <input type="checkbox"/> National Origin <input type="checkbox"/> Other _____ specify			
4. What was the date of the alleged discriminatory action?			
5. Who do you believe may have discriminated against you?			
Company:	Date:		
Name of Person:	Title:		
Address:	Telephone:		
6. Was the individual identified in Section 5 above representing another company or business?			
<input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, please complete the information below.			
Name of Company:			
Location and Address of Action :			
Date:			
7. What was the reason or explanation given for the adverse action taken against you or your company?			
8. Have you sought assistance regarding your concerns from any Government agency or from any other source? <input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, complete the information below.			
Name of Governmental Entity _____			
Are you represented on this matter by an attorney? If so, please provide contact information. May we			

contact him/her? <input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, please provide the name below.
Name of Attorney: _____
Date _____ Complaint's Signature _____
Complaint's Company _____
ODBP Office Use Only
Date Received: _____ Date Sent to Legal: _____
Signature: _____