STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

OFFICE OF FINANCIAL REGULATION, Petitioner, vs. EZPAWN FLORIDA, INC., AND INTEGRITY FLORIDA FUNDING, L.P., Respondents.	)	Case No. 07-3953

RECOMMENDED ORDER

Administrative Law Judge (ALJ) Daniel Manry conducted the final hearing of this case for the Division of Administrative Hearings (DOAH) on January 16, 2008, in Orlando, Florida.

APPEARANCES

For Petitioner: Peter Fisher, Esquire
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Tallahassee, Florida 32399-8050

For Respondents: Charles L. Stutts, Esquire
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STATEMENT OF THE ISSUE

The issue for determination is whether Respondents engaged in loan transactions with Florida consumers in which the combined rate of interest for each of the loans exceeded

18 percent in violation of Subsection 516.02(2)(a), Florida Statutes (2007).[1]

PRELIMINARY STATEMENT

The procedural history of this proceeding is too lengthy to summarize here. The procedural history is captured in the record of the DOAH file and is not material to the issue to be determined.

Petitioner filed an Administrative Complaint on July 26, 2007. Respondent timely requested an administrative hearing. On October 26, 2007, Petitioner filed a motion to amend the Administrative Complaint. The motion was granted without objection, and Respondents timely filed another Request for Hearing on January 2, 2007, in response to the Amended Administrative Complaint.

At the hearing, the parties jointly introduced one exhibit, the Amended Pre-hearing Stipulation, which was admitted into evidence. Petitioner presented the testimony of eight witnesses by deposition and submitted 35 exhibits for admission into evidence. Respondents presented the testimony of three live witnesses and four witnesses by deposition. Respondents submitted 19 exhibits for admission into evidence.

The identity of the witnesses and exhibits and the rulings regarding each are recorded in the Transcript of the hearing

filed with DOAH on February 11, 2008. The parties filed their respective Proposed Recommended Orders on February 21, 2008.

FINDINGS OF FACT

1. Petitioner is the state agency responsible for the enforcement of Chapter 516 (the Florida Consumer Finance Act) and Chapter 560, part IV (the Deferred Presentment Act). The Florida Consumer Finance Act regulates consumer lending transactions of amounts less than $25,000. The Deferred Presentment Act regulates deferred presentment transactions and provides an exception to the requirements of Chapter 516 for entities registered thereunder. Neither of the respondents is registered with Petitioner pursuant to Chapters 516 or 560, or any other chapter regulated by Petitioner.

2. Respondent, EZPawn Florida, Inc. (EZPawn), is a Delaware corporation with its principal offices located at 1901 Capital Parkway, Austin, Texas 78746. EZPawn is licensed in Florida as a credit services organization (CSO), operating pursuant to Chapter 817, Part III, the Credit Service Organizations Act (CSO Act).

3. Respondent, Integrity Florida Funding, L.P. (Integrity), is a Florida Limited Partnership with its principal place of business located at 84 Villa Road, Greenville, South Carolina 29615. Integrity lends money to Florida residents in consumer finance transactions.

4. EZPawn and Integrity are independent entities. The entities are not affiliated entities and do not otherwise share common ownership, control, or management. Neither entity discloses to the other information regarding their cost of funds, profit margins, or overhead expenses.

5. On November 30, 2005, EZPawn and Integrity entered into a business arrangement pursuant to written contract. The contract is identified in the record as the Credit Services Organization and Lender Agreement (the CSO/Lender Agreement).

6. The CSO/Lender Agreement, in relevant part, authorizes EZPawn to take loan applications from Florida residents and submit them to Integrity for approval. Integrity charges an interest rate of 18 percent on each loan. EZPawn charges a fee of either $15.00 or $30.00 for each $100.00 loaned by Integrity.

7. If Integrity approves a loan, Integrity funds the loan through the local EZPawn office. The EZPawn fee is added to the loan amount.

8. If the fee charged by EZPawn was aggregated with the interest charged by Integrity, the rate of interest for the loan would exceed 18 percent. The factual issue is whether the fee charged by EZPawn is a "cost of obtaining a consumer finance loan" (cost of the loan) within the statutory definition of interest in Subsection 516.01(5).

9. The quoted statutory phrase is not defined by statute or rule. Nor did the parties cite any controlling judicial decisions defining the quoted phrase in Florida.

10. The trier-of-fact finds the evidence to be clear and convincing that the fee charged by EZPawn is a cost of the loan and must be aggregated with the interest charged by Integrity to determine the total amount of interest. Although EZPawn structures the legal form of its services as those provided by a CSO, the legal form is without economic substance. Economic reality demonstrates that the EZPawn fee is a cost of the loan.

11. EZPawn casts its fee in the form of a charge for CSO services. The CSO agreement between EZPawn and each of its customers states that EZPawn will assist customers in preparing applications and compiling documentation necessary to apply for loans, will issue letters of credit (LOCs) on behalf of the customer to improve the customer's creditworthiness, will assist the customer in obtaining a loan, and will enroll customers in a credit reporting service, identified in the record as the PRBC, to report their loan payments.

12. The enumerated CSO services are expressly authorized in the CSO Act. EZPawn does not share any of its fee with Integrity, and Integrity does not share any of the loan principal or interest with EZPawn. The two entities have

separate rating, or underwriting requirements, and they do not share that proprietary information.

13. Integrity determines the total amount of loans it will make and funds the loans out of its own capital. The LOC issued by EZPawn does not eliminate the risk of loss to Integrity.

14. The economic substance of the loan transactions is substantially different than the legal form in which Respondents have chosen to cast the transactions. The legal form of the transactions has no economic effect.

15. The EZPawn fee is not a fee for separate CSO services. EZPawn does not receive a fee unless Integrity funds a loan. If Integrity does not fund a loan, nothing happens, the EZPawn customer owes EZPawn nothing, and there are no loan payments to be reported by PRBC to improve the customer's creditworthiness.

16. The EZPawn customer owes EZPawn no fee for separate CSO services unless Integrity funds a loan. No customer of EZPawn obtains a loan from Integrity unless the customer agrees to pay the EZPawn fee.

17. Each of the approximately 36,000 loans at issue in this case share meaningful characteristics of payday loans. Each loan is a short-term single payment loan for a relatively low dollar amount that is more than $100.00 and less than $1,000.00. Payment is due on the next day the customer is paid between seven and 37 days after the date of the loan.

18. Integrity charged an annualized percentage rate of interest of 18 percent on each of the loans. The EZPawn fee varies directly with the amount borrowed. Payment of the EZPawn fee is financed and is due and payable at the same time the principal and interest is due and payable to Integrity.

19. The fee charged by EZPawn is an economic function of the amount and term of the loan from Integrity. EZPawn charges a fee on loans with a term of seven to 23 days in an amount equal to $15.00 per $100.00 borrowed. For loans with a term of 24 to 37 days, EZPawn charges a fee of $30.00 per $100.00 borrowed.

20. EZPawn charges an additional fee, in addition to the accumulated interest charged by Integrity, each time a borrower refinances his or her loan. A borrower may refinance a loan up to six times. The first six refinances result in no payment on the loan principal.

21. After refinancing a loan six times (a rollover loan), a borrower may continue to roll the loan over. However, the borrower must pay $50.00 toward principal for each rollover loan after six.

22. An economically significant amount of the fees that EZPawn charged for titular CSO fees consist of rollover fees. Of the total fees that EZPawn charged for denominated CSO services, approximately 28,829 transactions were charged in

rollover loans and approximately 11,631 transactions were for first-time loans.

23. EZPawn charges a fee for every loan that Integrity makes. Integrity has not made any loans to any Florida borrowers to whom EZPawn did not provide alleged CSO services.

24. Each note conditions the loan on the agreement to pay the 18 percent interest to Integrity and the charge identified as a CSO fee to EZPawn. Each note requires the borrower to, “promise to pay [Integrity] the Total of Payments in 1 payment on the due date indicated.” The "Total of Payments" includes the reputed CSO fee.

25. Customers do not pay the alleged CSO fee to EZPawn independently from the loan made by Integrity. Rather, the EZPawn fee is included on the face of each loan note as part of the finance charge and total of payments. The EZPawn fees are payable only through an electronic debit transaction that deducts the money from the borrowers bank account automatically on payday (ACH).

26. The loan documents processed by EZPawn treat the so-called CSO fee as an interest charge for federal reporting and disclosure requirements. The documents that memorialize the loans are substantially the same in substantive form for each of the approximately 36,000 loans.

27. The note treats the CSO fee as a finance charge for purposes of the federal Truth in Lending Act (TLA). The note specifically recognizes that the CSO fee is part of, "[t]he dollar amount the credit will cost you [the borrower]."

28. The CSO fee is also included in the TLA calculation of the actual percentage rate (APR) of finance charge. The loan documents acknowledge the charge to be part of, "[t]he cost of your credit as an annual percentage rate."

29. The economic substance of the charge identified in the loan documentation as a CSO fee, in relevant part, is a charge by EZPawn for its extension of credit to the borrower. The extension of credit is cast in the form of an LOC.

30. The charge for the extension of credit by EZPawn, in the form of an LOC, is not for a separate loan of a different sum of money. The charge by EZPawn and the interest charged by Integrity are each part of the aggregate economic cost of the loan to the borrower.

31. EZPawn agrees in the LOC to pay Integrity principal, interest, and a non-sufficient funds fee in the event of default by the borrower. In every one of the loan transactions at issue, EZPawn issued an LOC. In response to over 36,000 loan applications, Integrity made a loan every time EZPawn issued an LOC. Integrity never made a loan without an LOC.

32. EZPawn applies its own loan guidelines or underwriting requirements. Once EZPawn approves a loan application, EZPawn issues an LOC in favor of Integrity in an amount not to exceed principal, interest, and dishonored item fee as applicable to the loan arranged by EZPawn.

33. The LOC provides that EZPawn will pay Integrity the principal and interest owed upon the loan: (1) becoming past due and unpaid, (2) the dishonoring of any ACH debit or other payment device, and (3) not more than three days elapses since the latter of the above things occurs.

34. Upon default, Integrity collects on the LOC automatically. Integrity immediately receives payment of its principal along with any accrued interest and a non-sufficient funds fee.

35. The economic reality of each loan transaction is that the risk of loss and burden of collection is on EZPawn. Any risk of loss shouldered by Integrity is limited to the financial health of EZPawn, which has been significantly enhanced after entering into the CSO/Lender agreement with Integrity.

36. Integrity requires EZPawn to issue an LOC as a prerequisite for each loan. An LOC is an underwriting requirement that a borrower must satisfy to obtain the loan. Integrity will not approve a loan without an LOC.

37. EZPawn controls the distribution of loan proceeds to the borrower. Integrity sends an electronic direct draft to EZPawn (the draft). EZPawn prints the draft, which is payable to the borrower. EZPawn then immediately provides cash to the borrower in exchange for the draft.

38. EZPawn employees instruct borrowers that the draft can only be cashed with EZPawn or Integrity. No borrower ever leaves an EZPawn store without cash. The Operation Manual adopted by EZPawn contains specific instructions emphasizing that EZPawn employees should not give a draft to a borrower.

39. The economic effect of each loan transaction is that two lenders charge for the same loan. Integrity funds the loan and charges interest as a cost of the loan. EZPawn charges a fee for extending credit to the borrower, assuming the risk of loss, and undertaking the burden of collection. The economic reality is that the charges imposed by both lenders are aggregated to determine the cost of the loan to the borrower.

40. EZPawn’s Operations Manual identifies the "CSO fee" as interest in Florida. In the table identifying “Interest Rates by State” the entry for the Interest Rate in Florida includes “18% APR Lender Fee + $15 per hundred broker fee.”

41. A determination that the charge imposed by EZPawn is part of the cost of the loan to the borrower is made based on the finding that EZPawn and Integrity are separate and

independent businesses which are not associated, affiliated, or engaged in a joint venture. If two separate lenders charge interest for the same loan, and the aggregate interest exceeds the legal amount, neither party informed the ALJ of any legal authority that exonerates the two lenders.

42. A determination that the charge imposed by EZPawn is part of the cost of the loan is not dependent on a determination that EZPawn is a loan broker for Integrity. However, the trier-of-fact considers findings relevant to the broker issue to be appropriate given the ample hearing time and evidence that the parties devoted to the issue.

43. EZPawn is a loan broker. In addition to maintaining the exclusive contractual right to market, offer, and promote Integrity loans, EZPawn performs numerous functions on behalf of Integrity pursuant to the CSO/Lender Agreement.

44. The CSO/Lender Agreement identifies EZPawn customers as joint customers of both entities. EZPawn is permitted to use Customer Information to market and sell other loan products without Integrity's consent. However, Integrity must obtain written consent from EZPawn before using Customer Information in a similar fashion. Similarly, EZPawn may assign its rights or obligations to an affiliate without written consent from Integrity, but Integrity must obtain EZPawn's permission to do so.

45. A borrower completes one four-page application for both the stated CSO services from EZPawn and the loan from Integrity. Customers complete the application at one of EZPawn's stores located in Florida.

46. Before the loan is ever evaluated by Integrity, EZPawn uses the information on the application to make an independent determination based on its own underwriting criteria of whether to issue an LOC. EZPawn gives each borrower a document entitled a Credit Services Organization Disclosure Statement (CSO2).

47. The CSO2 lists the services EZPawn will provide to the borrower for the fee identified as a CSO fee. The services include all collection functions related to the loans, maintaining substantially all records, issuing all adverse action notices on behalf of Integrity, and delivering all legally required disclosures on behalf of Integrity.

48. The third document that EZPawn provides to a borrower is the Credit Services Organization Agreement (CSO3). The CSO3 is the actual agreement between EZPawn and the borrower regarding the services identified as CSO services. The CSO3 identifies the same CSO services as those disclosed in the CSO2.

49. The fourth document that EZPawn provides to a borrower is the promissory note, which includes the TLA disclosure (the CSO4). The CSO4 prescribes the terms of the loan from Integrity.

50. The cost of each loan at issue in this proceeding exceeds 18 percent. The details of the 36,000 loan transactions are well documented in the record.

51. At the hearing, Petitioner introduced paper copies of files that contain loan documents for two representative borrowers as sample documents. The sample documents were also attached to the Amended Administrative Complaint. Respondents also introduced paper copies of representative loan documents.

52. Petitioner's Exhibit N is a printout of a spreadsheet file listing the name and other pertinent information of each customer. Each customer on the spreadsheet is associated with a unique Customer identification (ID) number.

53. Petitioner's Exhibit GG contains an electronic spreadsheet with a number of pieces of data associated with each of the loans. The information includes the customer ID number and loan number for each transaction.

54. The disclosed APR for each of the loans is far in excess of 18 percent. The APR listed for every loan exceeds 18 percent by hundreds of percentage points. The APRs range from 210.31 percent to 1,472.23 percent.

55. The loan made to borrower Y.M. on June 7, 2006, carries an APR of 439.18 percent. The loan made to borrower N.H. on June 6, 2006, carries an APR of 626.34 percent. The

loan made to the borrower in the example loan note provided by Respondents carries an APR of 515.85 percent.

56. On June 6, 2006, N.H. obtained a loan of $1,000.00 that matured on June 15, 2006. On May 15, 2006, N.H. obtained a rollover loan of $270.00 that matured on May 30, 2006.

57. In the first loan to N.H., the cost of the loan included an annualized rate of interest of 18 percent, or $4.44, payable to Integrity and a stated CSO fee of $150.00 payable to EZPawn. The cost of the loan for the rollover loan to N.H. included an annualized rate of interest of 18 percent, or $1.86, payable to Integrity and a stated CSO fee of $40.50 payable to EZPawn.

58. The TLA disclosure in the first loan to N.H. stated that the true cost of her credit was an APR of 626.34 percent. The TLA disclosure in the rollover loan stated the true cost to be an APR of 409.03 percent.

59. The loan documents in each of the loans to N.H. required N.H. to authorize Integrity to execute an ACH debit transaction from the borrower’s checking account. The cost of the $1,000.00 loan to N.H. was $154.44, which was financed and rolled into the loan amount.

60. The loan documents authorize EZPawn to collect a fee of $150.00 from the $154.44, or 97.1 percent of the cost of the

loan. The balance of $4.44 represented interest payable to Integrity at an annualized rate of 18 percent.

61. The rollover loan did not result in the distribution of any loan proceeds to N.H. Rather, the loan amount of $270.00 was paid on the existing account. Nevertheless, loan documents authorize EZPawn to collect $40.50 and Integrity to collect $1.86 in annualized interest. EZPawn collected approximately 95 percent of the cost of the rollover loan.

62. The workings of the original and rollover loan to N.H. are illustrative of those in the other borrower files Petitioner entered into evidence. On May 26, 2006, Y.M. obtained a loan of $500.00 that matured on June 8, 2006. On June 7, 2006, Y.M. obtained a rollover loan of $500.00 that matured on June 22, 2006.

63. The cost of the first loan included $3.21 charged by Integrity at an annualized rate of interest of 18 percent and a charge of $75.00 by EZPawn for a stated CSO fee. The cost of the rollover loan included a charge by Integrity of $3.45 at an annualized interest rate of 18 percent and a charge of $75.00 by EZPawn for a stated CSO fee.

64. The TLA disclosure for the first loan to Y.M. disclosed that the true cost of credit was 439.18 percent. The true cost of credit for the rollover loan was 409.06 percent.

65. A preponderance of the evidence showed intent to violate the statute. However, the trier-of-fact finds the evidence less than clear and convincing that Respondents intentionally violated Florida law. The legal structure of the business conducted in Florida is fashioned after a similar mechanism that is lawful in Texas. Although the statutes in the two states are different, there is ample evidence that Respondents undertook reasonable due diligence, including appropriate legal opinions, to ensure that the mechanism used in Florida complies with Florida law.

66. This proceeding is apparently the first enforcement effort of this type by Petitioner in the state. Petitioner has not previously advised either of the respondents that Petitioner considers their business practice to be unlawful. Petitioner has not promulgated a rule, has not issued a written policy, has not issued a personal letter of advisement, and has not conducted public seminars to publish its statutory interpretation.

CONCLUSIONS OF LAW

67. DOAH has jurisdiction over the subject matter of this proceeding and the parties. DOAH provided the parties with adequate notice of the final hearing. §§ 120.569 and 120.57, Fla. Stat.

68. Petitioner has the burden of proof in this proceeding. Petitioner must prove by clear and convincing evidence that Respondents committed the acts alleged in the Amended Administrative Complaint and that the proposed penalty is reasonable. Department of Banking and Finance, Division of Securities and Investor Protection v. Osborne Stern and Company, 670 So. 2d 932, 935 (Fla. 1996).

69. Petitioner seeks to impose a cease and desist order in this proceeding. A cease and desist order is a remedy equivalent to disciplinary action against a licensee because a cease and desist order would deprive Respondents of the ability to engage in their chosen business. An agency that seeks the equivalent of license discipline action must prove the factual allegations by clear and convincing evidence. Department of Banking and Finance v. Santa Cruz Marketing, Inc., Case No. 91-2462 (DOAH March 12, 1992).

70. For reasons stated in the Findings of Fact and not repeated here, Petitioner showed by clear and convincing evidence that the cost of the loans at issue include the charge by EZPawn for stated CSO services and that the cost of the loan exceeds an annualized interest rate of 18 percent in violation of Subsection 516.02(2)(a). However, Petitioner did not show by clear and convincing evidence that the violation was intentional.

71. Section 516.02(2) states in relevant part:

> (a) A person who is engaged in the business of making loans of money, except as authorized by this chapter or other statutes of this state, may not directly or indirectly charge, contract for, or receive any interest or consideration greater than 18 percent per annum upon the loan, use, or forbearance of money, goods, or choses in action, or upon the loan or use of credit, of the amount or value of $25,000 or less.
>
> (b) The prohibition in paragraph (a) applies to any lender who, as security for any such loan, use, or forbearance of money, goods, or choses in action, or for any such loan or use of credit, makes a pretended purchase of property from any person and permits the owner or pledgor to retain the possession thereof or who by any device or pretense of charging for services or otherwise seeks to obtain a greater compensation than is authorized by this chapter.
>
> (c) A loan for which a greater rate of interest or charge than is allowed by this chapter has been contracted for or received, wherever made, is not enforceable in this state, and each person who in any manner participates therein in this state is subject to this chapter. However, this paragraph does not apply to loans legally made to a resident of another state by a person within that state if that state has in effect a regulatory small loan or consumer finance law similar in principle to this chapter.

72. Subsection 516.01(5) defines the term "interest" to mean:

> [T]the cost of obtaining a consumer finance loan and includes any profit or advantage of any kind whatsoever that a lender may

> charge, contract for, collect, receive, or in anywise obtain, including by means of any collateral sale, purchase, or agreement, as a condition for a consumer finance loan. Charges specifically permitted by this chapter, including commissions received for insurance written as permitted by this chapter, shall not be deemed interest.

73. The prohibition against interest in excess of 18 percent applies to any lender who by any device or pretense charges for services in excess of the statutory limit. § 516.02(2)(b). Each entity that participates in any manner in a prohibited loan transaction violates the relevant statutory provisions. § 516.02(2)(c).

74. The loans at issue in this case were made for less than $25,000.00. Each borrower paid the aggregate cost of his or her loan to EZPawn and Integrity, and the aggregate cost exceeded the statutory limit.

75. The parties supplied ample evidence concerning legislative intent underlying the statute and the need, or lack thereof, for agency expertise to define the phrase "the cost of the loan" and whether the term "cost" should be construed liberally or strictly. The term "cost" is not defined by statute or rule. The term is defined by its plain and ordinary meaning and that definition requires no agency expertise or legislative history. Nor does the term "cost" require a liberal or strict interpretation in order to be defined.

76. The issue of whether the charge imposed by EZPawn is a cost of the loan is a factual issue within the exclusive province of the trier-of-fact. The fact-finder must resolve conflicts in the evidence and decide the question one way or the other. Dunham v. Highlands County School Board, 652 So. 2d 894, 896 (Fla. 2d DCA 1995); Heifetz v. Department of Business Regulation, Division of Alcoholic Beverages & Tobacco, 475 So. 2d 1277, 1281 (Fla. 1st DCA 1985); Department of Professional Regulation v. Wagner, 405 So. 2d 471, 473 (Fla. 1st DCA 1981).

77. The trier-of-fact resolved the evidential issue in favor of Petitioner. The fact-finder is the sole arbiter of credibility. Bejarano v. State, Department of Education, Division of Vocational Rehabilitation, 901 So. 2d 891, 892 (Fla. 4th DCA 2005); Hoover, M.D. v. Agency for Health Care Administration, 676 So. 2d 1380, 1384 (Fla. 3d DCA 1996); Goss v. District School Board of St. Johns County, 601 So. 2d 1232, 1234 (Fla. 5th DCA 1992).

78. The plain and ordinary meaning of the term "cost" is an "amount paid or required in payment for a purchase." The American Heritage Dictionary of the English Language, page 414 (4th ed. 2000). The evidence is clear and convincing that EZPawn and Integrity each required the amount charged by EZPawn as a cost of the loan. No borrower received his or her money unless the borrower paid the fee charged by EZPawn. EZPawn

required payment of the stated CSO fee as consideration for the credit it extended, the risk of loss it assumed, and the burden of collection that EZPawn undertook. EZPawn controlled the distribution of the loan proceeds.

79. The EZPawn charge does not fall within in any of the statutory exceptions to the definition of interest. In the absence of an express legal exception and in the absence of a legal definition by statute or rule, the plain and ordinary meaning of the term "cost" is properly determined by the economic reality of the transaction. The economic effect of the charge by EZPawn was a cost requirement for the loan. The legal form in which EZPawn and Integrity cast each loan transaction, as a separate payment for CSO services that were not connected to the loan, lacks economic substance.

80. One of the statutory exceptions to the definition of interest is a brokerage fee on a loan or line of credit of more than $10,000.00. § 516.031(3)(a)3. The parties spent ample time and effort on the issue of whether the statutory exception for a brokerage fee is legislatively intended to be limited to mortgage brokers.

81. Even if EZPawn is a broker for purposes of the statutory exception, none of the loans were more than $10,000.00. When a statute expressly excepts brokerage fees for loans in excess of $10,000.00, the statute is reasonably

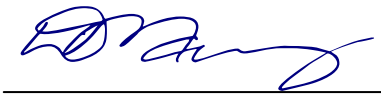
construed not to except brokerage fees charged on loans of $10,000.00 or less. It is clear and convincing that none of the loans at issue satisfied the statutory amount to qualify for the broker exception.

RECOMMENDATION

Based upon the foregoing Findings of Fact and Conclusions of Law, it is

RECOMMENDED that Petitioner enter a final order requiring Respondents to cease and desist the business practices proven in this proceeding.

DONE AND ENTERED this 25th day of March, 2008, in Tallahassee, Leon County, Florida.



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Filed with the Clerk of the
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this 25th day of March, 2008.

ENDNOTE

[1/] References to chapters, sections, and subsections are to Florida Statutes (2007), unless otherwise stated.

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NOTICE OF RIGHT TO SUBMIT EXCEPTIONS

All parties have the right to submit written exceptions within 15 days from the date of this Recommended Order. Any exceptions to this Recommended Order should be filed with the agency that will issue the Final Order in this case.