

**TENNESSEE DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
EMPLOYMENT SECURITY DIVISION
DECISION OF APPEALS TRIBUNAL**



AVISO IMPORTANTE

DATE OF MAILING: 02/10/2009

DOCKET # 08-11224AK

OFFICE # 300

BYE

CLAIMANT

EMPLOYER

PROFFITT & SONS INC.

ATTN: RAY A. PROFFITT

6975 KARNS CROSSING LANE

KNOXVILLE TN 37931-0000

SSN XXX-XX-5731

ER # 0375731

865-521-6828

The Department conducted an audit of the company's payroll records to determine compliance with the reporting standards required pursuant to T.C.A. §50-7-701, Administrative Rules Chapter 0560-2-3-01, 0560-2-3-.10 and 0560-2-3-.11. On March 12, 2008 the Agency issued an initial determination, finding the company to be an employer liable to pay unemployment insurance premiums. The employer requested a review and redetermination on April 10, 2008. On July 9, 2008, the Agency affirmed its original findings and conclusions. The employer made a timely appeal of the Agency Decision denying jurisdiction and after due notice to all interested parties, a hearing was scheduled on this case in Nashville, TN on December 16, 2008 at which time it was continued at the request of the parties.

DECISION: The parties have now submitted a settlement agreement in this matter. Based upon this settlement agreement, which is hereby incorporated by reference, the appeal is dismissed.

JT :mwh

/s/ John Trentes

Unemployment Appeals Hearing Officer

Pursuant to the provisions of TCA § 50-7-304(c), this decision will become final on 02/25/2009 unless any interested party makes a written appeal to the Board of Review, Tenn. Dept of Labor and Workforce Development, 220 French Landing Dr., Nashville, TN 37243-1002 (Fax (615) 741-0290).

If the last day for filing falls on a weekend or holiday, the deadline extends to the next business day.

Please include the claimant's Social Security number on all correspondence.

Claimant is responsible for certifying his/her eligibility on a weekly basis as long as he/she is unemployed.

Este es un aviso importante relacionado con sus beneficios de desempleo.

Employer agree to the dismissal of this appeal without affirming or reversing the findings of the Redetermination Decision but by order reflecting the parties have compromised.

3. Employer has agreed to this compromise settlement and disposition solely for the purpose of avoiding further litigation burdens, costs and expenses. Employer has contested this Redetermination Decision and does not hereby admit any wrongdoing, in any manner, nor concede or acquiesce to the findings of the Agency in the Redetermination Decision.


4. Agency has agreed to accept this payment as a compromise and settlement of all claims for premium liability with respect to Employer's relationship with Jalos Drywall that is the subject of this Redetermination Decision and hereby forever releases Employer from any and all claims and liabilities arising therefrom.

5. Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

PROFFIT & SONS, INC.

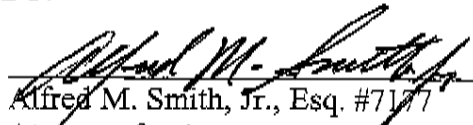
DEPARTMENT OF LABOR AND
WORKFORCE DEVELOPMENT

BY:



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BY:



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Tennessee Department of Labor and
Workforce Development
220 French Landing Drive A-4
Nashville, Tn. 37243
615-741-9547

DATE: 1/21/09

DATE: 1/30/09