-DECISION-

Claimant:
FRED GRIMES III

Employer:
MONUMENTAL LIFE INSURANCE CO

Decision No.: 2741-BH-14

Date: October 31, 2014

Appeal No.: 1409518

S.S. No.:

L.O. No.: 65

Appellant: Claimant

Issue: Whether the claimant is monetarily eligible for benefits under Section 8-802 of the Labor and Employment Article.

- NOTICE OF RIGHT OF APPEAL TO COURT -

You may file an appeal from this decision in the Circuit Court for Baltimore City or one of the Circuit Courts in a county in Maryland. The court rules about how to file the appeal can be found in many public libraries, in the *Maryland Rules of Procedure, Title 7, Chapter 200.*

The period for filing an appeal expires: December 1, 2014

- APPEARANCES -

FOR THE CLAIMANT:
Fred Grimes
Andrew Dansicker, Esquire

FOR THE EMPLOYER:
Eric Lippert
Christopher Miles, RUIC

FOR THE AGENCY:
Failed to Appear

EVALUATION OF THE EVIDENCE

The claimant filed a timely appeal to the Board from an Unemployment Insurance Lower Appeals Division Decision issued on May 2, 2014. That Decision held the claimant's income from this employer was not earned in covered employment within the meaning of *Section 8-209* and, therefore, cannot be used as the basis for benefits within the meaning of *Section 8-101(l)*. The claimant's benefits were denied based on this finding.

On appeal, the Board reviews the evidence of record from the Lower Appeals hearing. The Board reviews the record *de novo* and may affirm, modify, or reverse the hearing examiner's findings of fact or conclusions of law of the hearing examiner on the basis of evidence submitted to the hearing examiner or evidence that the Board may direct to be taken. *Md. Code Ann., Lab. & Empl. Art., §8-510(d)*. The Board fully inquires into the facts of each particular case. *COMAR 09.32.06.03(E)(1)*. Only if there has been clear error, a defect in the record, or a failure of due process will the Board remand the matter for a new hearing or the taking of additional evidence. Under some limited circumstances, the Board may conduct its own hearing, take additional evidence or allow legal argument.

In this case, the Board held an additional hearing on October 21, 2014 because the Board was interested in documentary evidence regarding the compensation the claimant actually received. At the hearing before the Board, the claimant appeared, testified and offered documentary evidence. The employer cross-examined the claimant and offered a legal argument, but presented no new testimony, deciding to rest its case on the evidentiary record developed before the hearing examiner.

The Agency, duly notified of the date time and place of the Board's October 21, 2014 hearing, failed to appear. The Agency did not submit a written legal argument or file an appearance. There is no postponement request in the record.

At the hearing before the hearing examiner, the employer, the claimant, and the Agency appeared and testified. All parties were given the opportunity to cross-examine opposing witnesses and to offer and object to documentary evidence. The parties were offered the opportunity to present closing statements. The Board considered the entire record when reaching its decision.

The General Assembly declared that, in its considered judgment, the public good and the general welfare of the citizens of the State required the enactment of the Unemployment Insurance Law, under the police powers of the State, for the compulsory setting aside of unemployment reserves to be used for the benefit of individuals unemployed through no fault of their own. *Md. Code Ann., Lab. & Empl. Art., §8-102(c)*. Unemployment compensation laws are to be read liberally in favor of eligibility, and disqualification provisions are to be strictly construed. *Sinai Hosp. of Baltimore v. Dept. of Empl. & Training, 309 Md. 28 (1987)*.

The Board is persuaded that *Peoples Life Ins. Co. v. Maryland Dep't of Emp. Sec., 256 Md. 350 (1970)* is controlling in this case. In *Peoples*, the employer, an insurance corporation, had "combination agents" that Peoples employed under an agency agreement. The agreement provided for compensation in the form of commissions based on premiums paid, service fees collected, and an expense allowance of $ 10 per week. The agreement also provided for a minimum commission for agents. The employer conceded that any agent that received a minimum commission or advanced temporary commission was engaged in employment covered by the Maryland Unemployment Insurance Law. The court held that services of

"combination agents," those receiving both commissions and an expense allowance, was covered employment under the Maryland Unemployment Insurance Law.

The Court of Appeals affirmed, holding that the services were covered employment since "combination agents" did not receive their compensation solely from commissions and they received "wages" as defined in the Maryland Unemployment Insurance Law. The agents received compensation from both commissions and expenses, and expenses received constituted wages under applicable statute.

Because the Court of Appeals held that an insurance producer is engaged in covered employment in any year in which any part of his compensation came in the form of minimum commissions or advance temporary commissions, the Board has no difficulty in concluding that the same result is warranted in this case because the claimant / insurance producer received a (1) "Small Agency Subsidy", (2) employer-paid disability insurance, (3) employer paid basic life insurance, (4) an employer-paid pension benefit, and/or (5) two weeks' paid vacation. To hold otherwise would be to flout the clear statutory mandate that excludes insurance agents / producers whose remuneration is "solely by way of commission". *Paraphrasing Peoples, 256 Md. at 357.*

The employer argued that the claimant's fringe benefits were not taxable for income tax purposes, and therefore, should not constitute wages for unemployment insurance purposes. The Board rejects the employer's contention. "Fringe benefits" are defined as wages under *Md. Code Ann., Lab. & Empl. Art., Section 3-501(c)* and are not excluded as wages under *Md. Code Ann., Lab. & Empl. Art., Section 8-101(z)(3)*. As the *Peoples'* court held, and as argued by claimant's counsel, "There is ample authority for the proposition that revenue measures are construed differently from acts intended to implement social policy." *Peoples, 256 Md. at 358.*

The employer's representative and the claimant's counsel offered extensive argument over whether "quality performance bonuses", "renewal commissions" and certain "non-pooled commissions" constituted wages or pure commissions. Because the Board can reach its decision in this case based upon any one of the above-five enumerated employer-paid benefits, it need not, and declines to, address these other "wage or pure commission" issues.

The Board also considered the Agency's testimony and evidence when rendering its decision. The Board finds that when rendering its initial determination, the Agency improperly assigned the burden of proof to the claimant, "Because [it] had no information otherwise". Instead of applying the statutory presumption of employment in the absence of "information otherwise", the Agency based its initial determination on subjective assumptions and speculation. The Agency's case was substantially hearsay. To illustrate, the Agency's testimony before the hearing examiner was as follows:

> Hearing Examiner ("HE"): Mr. Friedman we're going to start with you today. What was the effective date of the claimant's claim?
>
> Agency Witness Harry Friedman ("AHF"): I don't have that right in front of me. [indiscernible]...the claims examiner and I wasn't involved with that aspect.
>
> HE: If I was to tell you my records reflect December 9, 2013 does that sound like it could be about right.

AHF: It could be. It could be right absolutely.

HE: And weekly benefit amount based on the Agency's initial calculations were apparently zero. Is that right?

AHF: I don't have that information.

HE: Well if the Agency struck the claimant's wages from Monumental. Does that sound like it could be the calculation?

AHF: Well my determination was not covered so it would be consistent with that.

HE: Right, right, right…so if your determination was not covered and in fact this was the only base period employer it would be zero, right?

AHF: Exactly.

HE: Do you have the claimant's employment dates by any chance?

AHF: I have information that was given to me from the questionnaire from the claims examiner and the dates that I have is February 16, 2011 through December 10, 2011. I'm reading from the questionnaire that was [indiscernible] claims office.

HE: And do you know what the claimant was employed as?

AHF: It says here life insurance so I presume it's a life insurance agent. According to Mr. Miles and the questionnaire as spelled out the claims examiner it says life [indiscernible] the claimant. Sold life insurance.

HE: Gotcha.

AHF: I'm quoting from Mr. Miles the information he gave the claims examiner.

HE: Do you know if he sold…do you know what his pay structure. Is there any information that you're reviewing indicates what the…

AFH: I tried to find out…I called yesterday both the claimant and I called Mr. Miles and spoke with both of them to get information about… Mr. Miles…neither Mr. Miles nor the attorney gave me any information that would have changed my decision. And Mr. Miles…the information I got from Mr. Miles confirmed my original determination not covered employment.

HE: Ok. And why did you decide it was not covered employment?

AHF: Cause it would have met c 209(a) solely…commission…life insurance agent based solely by commission. There was no evidence to show that there was a salary that would [indiscernible] cause it not to meet 8-209.

HE: Gotcha. Alright. Anything else you need to tell me at this time?

AHF: Nothing else but Mr. Miles spoke extensively yesterday he'll be [indiscernible] explained to me [indiscernible] Him and Mr. Kratz will be the people who will be able to present the contract before the hearing to show why he was paid solely by commission.

HE: Alright that's fine. Mr. Dansicker is there any questions for Mr. Friedman.

Claimant's Attorney Dansicker ("AD"): A couple

HE: Ok

AD: Mr. Friedman you said that your original determination was that it was not covered employment Mr. Grimes was paid solely by commission is that correct.

AHF: That was the reason for my determination yes.

AD: What was the basis for that determination?

AHF: I had no information otherwise.

AD: Ok so what was the basis for the determination? Did you base it on anything or did you assume it because he was an insurance agent.

AHF: That is very possible. Yesterday knowing that it was going to be a hearing I tried to confirm whether that my original determination whether it was assumption or not was accurate and because neither yourself nor Mr. Grimes was able to show there was any salaries. I am convinced that my original determination even whether it was an assumption is correct.

AD: Essentially your original decision was based on an assumption and then because you did receive anything to show you otherwise you are assuming your assumption is correct.

AHF: Well being Monumental Life Insurance we have had many claims with Monumental and its very few cases where it's not solely commission. So your statement may very well be accurate.

AD: No further questions

HE: Mr. Miles any questions for Mr. Friedman

CM: No thank you

The Board infers from the Agency witness' testimony that the Agency's investigation was either insufficient or incomplete prior to issuing its initial determination. The Agency's act of calling the parties to obtain evidence the day prior to a hearing on the merits of the issues in the Agency's initial

determination runs afoul of the employer's and the claimant's due process rights. The Agency's last-minute investigatory effort supports a finding that the initial Agency determination was based upon assumptions and speculation.

The mailing of the Agency's determination manifests the Agency's satisfaction that it has had a full and fair opportunity to build a record and support its findings and that the determination will "stand on its own merits". *Compare Herald Mail Co., 02990-BH-97.* The Agency's determination gives the employer and the claimant notice of potential facts and issues of dispute. Due process requires that the Agency's determination not be a "moving target". Hearings before the Board and the Lower Appeals Division are not a continuation of the Agency's audits or investigations; they are separate independent proceedings to consider the evidence that the Agency used to make its determinations and to allow the parties to put on their respective cases before the Board and the hearing examiner.

The Agency's case is essentially limited to its investigation or audit prior to issuing its determination. *Compare Herald Mail Co., 02990-BH-97.* To allow the Agency to substitute new evidence not considered in the audit and for which the parties have no notice is a violation of the employer's and the claimant's due process. *Id.* The employer and the claimant must have notice of the factual as well as the legal issues of the case. In cases such as the one at bar, the Agency is not only the initial adjudicator, it is a party that appears before the Lower Appeals Division and the Board.

The Board and the hearing examiner must observe basic rules of fundamental fairness inherent in due process for administrative contested case proceedings. In *Shaw v. Valdez, 819 F.2d 965 (10th Cir. 1987),* the U. S. Supreme Court held: "[i]t goes without saying that the requirements of a fair hearing include notice of the claims of the opposing party and an opportunity to meet them." *FTC v. National Lead Co., 352 U.S. 419, 427, (1957);* see also *Goldberg v. Kelly, 397 U.S. 254, 267-68 (1970).*

The Court has additionally stated: "We think Shaw was entitled, as a matter of right, to know in advance all of the factual and legal issues that would be presented at the hearing." The *Shaw* Court further held:

> Lastly, we are not persuaded by the consideration that the volume of appeals in such cases required expeditious proceedings, without a more specific notice. The State could afford a fair hearing premised on fair notice by a brief statement of particular factual and legal points to be raised at the hearing… with a warning to the parties that there would be no "issue switching" at the hearing.
>
> And we note further that while the burden on the administrative process of a particular procedural safeguard should be considered, *Mathews v. Eldridge, 424 U.S. 319, 335, (1976)* administrative "speed and efficiency" cannot justify a failure to observe basic fairness in procedure. See *Stanley v. Illinois, 405 U.S. 645, 656, (1972).*

In the hearing in this case, both the claimant and the employer were entitled to notice of both the factual and legal issues to be adjudicated before the hearing examiner. This requires more than a broad unspecified statement or a statement that is so vague and potentially inclusive as to be meaningless. Additionally, the issue stated on the Notice of Hearing must be materially consistent with the issue shown on the determination from which a party has appealed. Therefore, the Board finds that the Agency's case is essentially limited to the evidence in its investigation or audit prior to issuing its determination. The

parties are entitled to reasonable advance notice of the facts and evidence relied upon by the Agency when it rendered its determination.

The Agency's "day before the hearing" investigation practice is prejudicial to both the employer and to the claimant who must have sufficient advance notice in order to prepare their respective cases. The Agency has the legal tools and remedies it needs to conduct a sufficient investigation or audit prior to rendering an initial determination. The Board notes that the Agency is vested with its own independent investigation and enforcement powers that enable it to compel the production of witnesses and documents if an employer or claimant does not cooperate. *See Md. Code Ann., Lab. & Empl. Art., Section 8-306*. There is insufficient evidence that the Agency sufficiently employed these investigatory powers prior to rendering its determination in this case.

FINDINGS OF FACT

The claimant filed for unemployment insurance benefits establishing a benefit year effective December 9, 2013. The claimant was a full-time insurance producer / agent for the Monumental Life Insurance Company (hereinafter, "Monumental") from February 16, 2011 through December 14, 2012. Monumental is a *Section 8-101(b)* base period employer for the claimant's benefits claim.

As compensation for his services and sales efforts, the claimant received: (1) a standard "pooled" sales commission; (2) a "non-pooled" commission; (3) renewal commissions; and (4) quality performance bonuses. The claimant also received the following remuneration: (a) a "Small Agency Subsidy"; (b) employer-paid short-term disability insurance; (c) employer-paid long-term disability insurance; (d) employer-paid basic life and accident insurance; (e) an employer-paid pension benefit; and (f) two weeks' paid vacation. *See Claimant's Exhibits B-2* through *B-5*.

CONCLUSIONS OF LAW

Md. Code Ann., Lab. & Empl. Art., Section 8-209(a) provides, "Work that an insurance producer performs for payment solely by commission is not covered employment."

Md. Code Ann., Lab. & Empl. Art., Section 8-101(l) provides, "'Covered employment' means work that an individual performs for an employing unit that is the basis for benefits."

Md. Code Ann., Lab. & Emp. Art., Section 3-501(c) ("Wage") provides,

> (1) "Wage" means all compensation that is due to an employee for employment.
>
> (2) "Wage" includes:
>
> (i) a bonus;
>
> (ii) a commission;
>
> (iii) a fringe benefit;
>
> (iv) overtime wages; or
> (v) any other remuneration promised for service.

Md. Code Ann., Lab. & Emp. Art., Section 8-101(z) ("Wages") provides,

(1) "Wages" means all compensation for personal services except as provided in paragraph (3) of this subsection.

(2) "Wages" includes:

(i) a bonus;

(ii) a commission;

(iii) a tip; and

(iv) the cash value of all compensation in any medium other than cash.

(3) "Wages" does not include:

(i) the amount of any payment made to or on behalf of an employee or any dependent of an employee under a plan or system established by an employing unit that provides for employees generally or for their dependents or for a class of employees and their dependents on account of:

1. retirement;

2. sickness or accident disability payments under a workers' compensation law;

3. medical or hospitalization expenses in connection with sickness or accident disability;

4. a cafeteria plan as defined in 26 U.S.C. § 125, if the payments would not be treated as wages outside a cafeteria plan;

5. dependent care assistance to the extent that the assistance payments would be excludable from gross income under the provisions of 26 U.S.C. § 127 or § 129; or

6. death;

(ii) any amount that an employing unit pays for insurance or an annuity or into a fund to provide for a payment described in item (i) of this paragraph;

(iii) any payment on account of sickness or accident disability or medical or hospitalization expenses in connection with sickness or accident disability made by the employing unit to or on behalf of an employee at least 6 calendar months after the last calendar month in which the employee worked for the employing unit;

(iv) any payment made to or on behalf of an employee or beneficiary of the employee:

1. from or to a trust exempt from tax under § 401(a) of the Internal Revenue Code at the time of the payment, unless the payment is made to an employee of the trust as compensation for services rendered as an employee and not as beneficiary of the trust; or

2. under or to an annuity plan that, at the time of payment, meets the requirements of § 401(a)(3) through (6) of the Internal Revenue Code;

(v) with respect to compensation paid to an employee for domestic service in a private home of the employing unit or for agricultural labor, the payment by an employing unit without deduction of the tax imposed on an employee under § 3101 of the Internal Revenue Code;

(vi) any payment required from an employee under a state unemployment insurance law;

(vii) compensation paid in any medium other than cash to an employee for service not in the course of the trade or business of the employing unit;

(viii) any payment other than vacation or sick pay made to an employee after the month in which the employee becomes 65 years old if the employee did not work for the employing unit in the period for which the payment is made;

(ix) any payment, including an amount paid into a fund to provide for any payment by an employing unit to or on behalf of an employee under a plan or system that an employing unit establishes that provides for employees of the employing unit generally or a class or group of employees to supplement unemployment benefits;

(x) any payment to an individual as compensation for serving or being called to serve on a jury; or

(xi) any payment to an individual as allowance or reimbursement for travel or other expenses incurred on the business of the employer up to the amount of expenses actually incurred and accounted for by the individual to the employer.

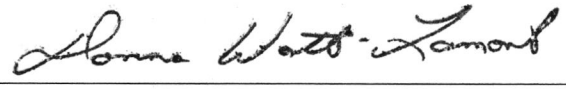
The Board finds based on a preponderance of the credible evidence that the employer failed to meet its burden of demonstrating that the claimant's performed work that was paid "solely by commission". The Board finds that the evidence supports a finding that the claimant performed services in covered employment within the meaning of *Md. Code Ann., Lab. & Empl. Art., Section 8-101(l)*.

DECISION

THE BOARD HOLDS that the claimant earned wages in covered employment from MONUMENTAL LIFE INSURANCE COMPANY pursuant to *Md. Code Ann., Lab. & Empl. Art., Section 8-101(l)* and those wages may be used as the basis for unemployment insurance benefits. The hearing examiner's decision that the claimant's income from MONUMENTAL LIFE INSURANCE COMPANY was not covered employment pursuant to *Md. Code Ann., Lab. & Empl. Art., Section 8-209* is reversed. Benefits are allowed provided the claimant meets the other requirements of the law.

Clayton A. Mitchell, Sr., Associate Member

Eileen M. Rehrmann, Associate Member



Donna Watts-Lamont, Chairperson

VD
Date of hearing: October 21, 2014
Copies mailed to:
FRED GRIMES III
MONUMENTAL LIFE INSURANCE CO
HARRY FRIEDMAN
SUSAN BASS DLLR
BETTY MULL
JIM MCVICKER
ANDREW M. DANSICKER ESQ.
CHRISTOPHER J. MILES
MONUMENTAL LIFE INSURANCE CO
Susan Bass, Office of the Assistant Secretary

UNEMPLOYMENT INSURANCE APPEALS DECISION

FRED GRIMES III

SSN #

Claimant

vs.

MONUMENTAL LIFE INSURANCE CO

Employer/Agency

Before the:
Maryland Department of Labor, Licensing and Regulation
Division of Appeals
1100 North Eutaw Street
Room 511
Baltimore, MD 21201
(410) 767-2421

Appeal Number: 1409518
Appellant: Claimant
Local Office : 65 / SALISBURY CLAIM CENTER

May 02, 2014

For the Claimant: PRESENT, ANDREW M. DANSICKER, ESQ.

For the Employer: PRESENT, CHRISTOPHERJ. MILES, WILLIAML. KRATZ

For the Agency: PRESENT, HARRY FRIEDMAN

ISSUE(S)

Whether the claimant is in receipt of vacation or holiday pay pursuant to Sec. 1007 of the Labor and Employment Article, Title 8; whether the claimant is monetarily ineligible because the claimant has not earned sufficient wages during the Base Period pursuant to Section 101 & 802 of the Labor and Employment Article, Title 8; whether the claimant is entitled to partial unemployment benefits within the meaning of Section 803; whether the claimant is overpaid within the meaning of Section 8-809a.

PREAMBLE

Although it was not an issue on the hearing notice which was sent to the parties, all parties agreed to waive notice and permit the case to be adjudicated pursuant to MD Code, Labor and Employment, § 8-209 ("Payment by commission"), if that issue became relevant during the hearing.

FINDINGS OF FACT

The Claimant, Fred Grimes, filed for unemployment insurance benefits establishing a benefit year effective December 9, 2013 with a weekly benefit amount of $0.

The claimant began working for Monumental Life Insurance Co., an insurer and a base period employer, on or about February 16, 2011. At the time of separation, the claimant was working as a life insurance producer, for which the claimant was paid solely on a commission basis.

Specifically, as an insurance producer, the claimant received pay based on three different types of commission: (1) a standard commission, which was earned during the first policy year, once a policy was sold and paid for; (2) a "renewal commission," which was earned when previous customers opted to continue their policy beyond the first year by paying a subsequent year's premium; and, (3) a bonus commission, which was also keyed to the claimant's sales on a sliding percentage (namely, the higher the sales, the higher bonus percentage).

The claimant last worked for the employer on or about December 14, 2012.

CONCLUSIONS OF LAW

Pursuant to Md. Code Ann., Lab. & Empl. § 8-101(l), "Covered employment" means work that an individual performs for an employing unit that is the basis for benefits.

Pursuant to MD Code, Labor and Employment, § 8-209 ("Payment by commission"), (a) work that an insurance producer performs for payment solely by commission is not covered employment; (b) to the extent that work is exempted under federal law, the work that an associate real estate broker or real estate salesperson performs for a licensed real estate broker for payment by commission is not covered employment; and, (c) work that a yacht salesperson performs for a licensed trader for payment solely by commission is not covered employment.

An insurance agent is engaged in covered employment, under Unemployment Insurance Law, if, in any year, a part of his compensation comes in form of minimum commissions or advance temporary commissions. Peoples Life Ins. Co. v. Maryland Dept. of Employment Sec., 1970, 260 A.2d 287, 256 Md. 350, 39 A.L.R.3d 865.

Although employed under an agency agreement providing for remuneration in form of sales commissions, services performed by combination agents of foreign insurer within state constituted covered employment within Unemployment Insurance Law, where agents received a $10 weekly automobile allowance for which they did not have to account. Peoples Life Ins. Co. v. Maryland Dept. of Employment Sec., 1970, 260 A.2d 287, 256 Md. 350, 39 A.L.R.3d 865.

EVALUATION OF EVIDENCE

The Hearing Examiner considered all of the testimony and evidence of record in reaching this decision. Where the evidence was in conflict, the Hearing Examiner decided the facts on the credible evidence as determined by the Hearing Examiner.

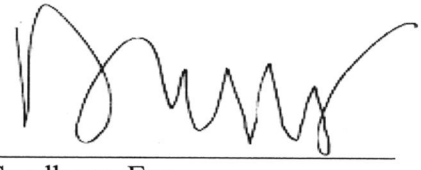
During the hearing, the claimant expressed a fair degree of confusion about his compensation structure, but ultimately he testified that he thought he received some type of $300 "base salary," plus some type of commission, plus some type of bonus, plus various benefits (life insurance, 401k and long term disability). In light of the employer's credible and countervening testimony and documented evidence, and in light of the claimant's uncertainty about his compensation structure, it was satisfactorily proven by the employer that the claimant's compensation was solely commission-based, albeit based on the potentiality for earning three different types of commission. (For the purpose of this decision, if the claimant did receive benefits from the employer, those are also not considered "salary" or the equivalent within the meaning of Maryland unemployment insurance law, such as to bring this case within the purview of Peoples Life Ins. Co. v. Maryland Dept. of Employment Sec.)

Thus, because the claimant worked as an insurance producer for payment solely by commission, the claimant's work for the above-identified employer is not covered employment pursuant to MD Code, Labor and Employment, § 8-209, and therefore the claimant's income for that employer cannot be used as the basis for benefits pursuant to Md. Code Ann., Lab. & Empl. § 8-101(l).

DECISION

IT IS HELD THAT the claimant's income from the above-identified employer is not covered employment pursuant to MD Code, Labor and Employment, § 8-209 (and therefore the claimant's income for that employer cannot be used as the basis for benefits pursuant to Md. Code Ann., Lab. & Empl. § 8-101(l)).

The determination of the Claims Specialist is affirmed.



D Sandhaus, Esq.
Hearing Examiner

Notice of Right to Request Waiver of Overpayment

The Department of Labor, Licensing and Regulation may seek recovery of any overpayment received by the Claimant. Pursuant to Section 8-809 of the Labor and Employment Article of the Annotated Code of Maryland, and Code of Maryland Regulations 09.32.07.01 through 09.32.07.09, the Claimant has a right to request a waiver of recovery of this overpayment. This request may be made by contacting Overpayment Recoveries Unit at 410-767-2404. If this request is made, the Claimant is entitled to a hearing on this issue.

A request for waiver of recovery of overpayment does not act as an appeal of this decision.

Esto es un documento legal importante que decide si usted recibirá los beneficios del seguro del desempleo. Si usted disiente de lo que fue decidido, usted tiene un tiempo limitado a apelar esta decisión. Si usted no entiende cómo apelar, usted puede contactar (301) 313-8000 para una explicación.

Notice of Right to Petition for Review

This is a final decision of the Lower Appeals Division. Any party who disagrees with this decision may request a review either in person, by facsimile or by mail with the Board of Appeals. Under COMAR 09.32.06.01A (1) appeals may not be filed by e-mail. Your appeal must be filed by May 19, 2014. You may file your request for further appeal in person at or by mail to the following address:

Board of Appeals
1100 North Eutaw Street
Room 515
Baltimore, Maryland 21201
Fax 410-767-2787
Phone 410-767-2781

NOTE: Appeals filed by mail are considered timely on the date of the U.S. Postal Service postmark.

Date of hearing: April 30, 2014
CH/Specialist ID: RBA91
Seq No: 003
Copies mailed on May 012, 2014 to:

FRED GRIMES III
MONUMENTAL LIFE INSURANCE CO
LOCAL OFFICE #65
HARRY FRIEDMAN
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