

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into by and between plaintiffs Matthew Bosley, Michael Edwards, Deanne Gilliam, Mark Gorres, William Sanders, and Johnathan Smith ("Plaintiffs"), on the one hand, and defendant Tiffany Robinson, in her official capacity as Secretary of the Maryland Department of Labor (hereinafter "Defendant" or the "State"), on the other hand (collectively the "Parties").

### RECITALS

WHEREAS, a dispute arose between Plaintiffs and Defendant concerning the State of Maryland's provision of Unemployment Insurance benefits (hereinafter "UIB") to claimants for such benefits; and

WHEREAS, on November 24, 2021, Plaintiffs filed suit against Defendant in the United States District Court for the District of Maryland, *Mark Gorres, et al. v. Tiffany Robinson*, Civil Action No. 1:21-cv-03029-GLR (the "Lawsuit"), alleging violations of the Social Security Act and the Due Process Clause of the Fourteenth Amendment to the U.S. Constitution; and

WHEREAS, Defendant denies any and all liability for the claims asserted by Plaintiffs; and

WHEREAS, to avoid the uncertainty and expense of further litigation, Plaintiffs and Defendant desire to resolve fully and finally all issues and disputes between them involving the matters alleged in the Lawsuit, without any admission of liability;

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration as is more fully described below, Plaintiffs and Defendant agree as follows:

### AGREEMENT

A. The Parties to this Settlement Agreement and Release ("Settlement Agreement") are the Plaintiffs and Defendant. Except for the Parties released by this Settlement Agreement no other person or entity shall be deemed a third-party beneficiary of this Settlement Agreement.

B. This Settlement Agreement applies to, is binding upon, and inures to the benefit of the Plaintiffs (and Plaintiffs' successors and assigns) and the Defendant (and her successors, assigns, and designees).

C. This Settlement Agreement shall not constitute an admission or evidence of any fact, wrongdoing, misconduct, or liability on the part of the Defendant, the State of Maryland, its employees or agents, or any other person affiliated with the State of Maryland or the Defendant.

D. Each of the Parties represents that each has read this Settlement Agreement and acknowledges that each has been represented or had the opportunity to be represented by legal

counsel of the Party's own choice throughout all the negotiations which preceded the execution of this Settlement Agreement and that each Party has executed this Settlement Agreement with the consent and on the advice of such legal counsel. Each of the Parties further acknowledges that each Party's counsel have had adequate opportunity to make whatever investigation or inquiry they may deem necessary or desirable in connection with the subject matter of this Settlement Agreement prior to the execution hereof and the delivery and acceptance of the considerations specified herein. Neither this Settlement Agreement itself, nor any rights provided or obligations imposed thereunder, may be assigned by either Party to any third party without the other Party's express written consent.

E. Each undersigned representative of the Parties to this Settlement Agreement certifies that he or she is fully authorized by the Party to enter into and execute the terms and conditions of this Settlement Agreement and to legally bind such Party to this Settlement Agreement.

F. This Settlement Agreement is the entire agreement between the Plaintiffs and the Defendant in this case. This Settlement Agreement constitutes the complete, final, and entire understanding of the Parties hereto, and they shall not be bound by any terms, conditions, covenants, or representations not expressly herein contained. Except as provided in Paragraph K of this Settlement Agreement, to the extent this Settlement Agreement references other documents, those documents are referenced for informational purposes only and are not thereby incorporated by reference into, and do not constitute a part of, this Settlement Agreement. All prior conversations, meetings, discussions, drafts, and writings of any kind, including the agreement for interim relief signed on or about January 19, 2022, are specifically superseded by this Settlement Agreement.

G. This Settlement Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing the agreement to be drafted.

H. This Settlement Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by any Party shall have the same force and effect as if that Party had signed all other counterparts. Electronic and digital signatures shall be deemed as effective as original signatures.

I. Defendant shall continue its suspension of the issuance of overpayment determinations and related notices, and its suspension of the collection of benefits Defendant alleges to have been overpaid, until such time as regulations governing the process for overpayments have been promulgated in accordance with Maryland Code Ann., State Government Article, Title 10, Subtitle 1 (Westlaw 2022).

J. This paragraph applies only to non-fraudulent claims for unemployment benefits pending as of January 4, 2022. With regard to such claims only, absent a finding of fraud, claimants who Defendant transferred from one unemployment insurance program to another through an automated or semi-automated process will not be required to request an overpayment waiver in the event of an overpayment. Defendant will waive any such overpayment without

claimants needing to request a waiver.

K. Defendant's additional non-monetary obligations under this Settlement Agreement are set forth Exhibit 2 to this Agreement titled "Attachment to Settlement Agreement Embodying Programmatic and Policy Changes" including all documents and exhibits appended thereto (collectively the "Non-monetary Addendum"), which has been signed by the Parties, and is attached hereto and incorporated into this Settlement Agreement as if fully set forth herein.

L. The Effective Date of this Settlement Agreement shall be the date that it is approved by the Maryland Board of Public Works.

M. Plaintiffs acknowledge that no representation of fact or opinion has been made by Defendant to induce this compromise with respect to the extent or nature of any injuries or damages or as to the likelihood of future complications, or recovery therefrom, and that the consideration set forth herein is solely by way of compromise of the disputed claims, and to foreclose all possibility of any future claims based upon acts, errors or omissions which occurred prior to the date of this Settlement Agreement, whether known or unknown, and that in determining said consideration, there has been taken into consideration the fact that unexpected consequences may result, known or unknown, and it is therefore, specifically agreed that this Settlement Agreement shall be a complete bar to all claims or suits relating to the matters that occurred prior to the date of this Settlement Agreement that were alleged, or that could have been alleged, in the Lawsuit, or that relate to the incident or incidents that occurred prior to the date of this Settlement Agreement giving rise to the Lawsuit.

N. This Settlement Agreement is governed by, and interpreted according to, the laws of the State of Maryland without regard to conflict of laws principles.

O. This Settlement Agreement may not be modified or changed orally, but only by an agreement in writing signed by all Parties.

P. The Parties represent that prior to signing this Settlement Agreement, each has read it, understood its terms and conditions, consulted with counsel, and voluntarily signed it.

Q. Upon execution by all Parties, the Department shall promptly submit this Settlement Agreement for approval to the Maryland Board of Public Works under the policies of the Board of Public Works.

R. 1. Without any express or implied admission of liability, and subject to the approval of the Maryland Board of Public Works and identification of available appropriated funds, the State of Maryland shall pay the sum of \$300,000 ("Attorneys' Fees and Costs") in a one-time payment to Plaintiffs' counsel, Gallagher, Evelius, and Jones LLP (hereinafter "GEJ"), 218 N. Charles St, Suite 400, Baltimore, Maryland 21201. GEJ will submit the information requested by the State to facilitate electronic payment. The State shall issue the payment as expeditiously as possible following approval by the Maryland Board of Public Works.

2. This Settlement Agreement is subject to the approval by the Board of Public Works. If the Board of Public Works rejects the Settlement Agreement, or if the State provides notice to Plaintiffs that it has been unable to identify funds to satisfy the Attorneys' Fees and Costs, this Settlement Agreement between the Parties will immediately become null and void, and the Parties will maintain all other rights, obligations, and duties as though the Settlement Agreement between the Parties had never been entered into.

### **DURATION AND ENFORCEMENT**

S. This Settlement Agreement is not, and may not be construed as, a consent decree. To the contrary, this is a private settlement agreement.

T. Within five business days of the Effective Date of this Settlement Agreement, the Parties shall file the joint motion attached hereto as Exhibit 1 for a settlement order pursuant to Local Rule 111 that the Lawsuit is dismissed without prejudice to the right of any Party to re-open the Lawsuit to seek to enforce the terms of the Settlement Agreement for a period of 18 months from the Effective Date. The settlement order shall not incorporate or include the terms of this Settlement Agreement.

U. The Parties agree that, pursuant to Local Rule 111, the United States District Court for the District of Maryland (the "Court") shall have jurisdiction to reopen the underlying litigation for a period of 18 months after the Effective Date to allow for enforcement of the Settlement Agreement. The right to seek reopening and enforcement under this paragraph shall expire 18 months from the Effective Date and the Parties agree that this right to seek re-opening and enforcement shall not be extended by the Court or otherwise without the consent of all Parties. Plaintiffs agree that they will not seek to extend the expiration of the 18-month reopening and enforcement period.

1. Defendant agrees not to oppose a motion to re-open and enforce filed in accordance with this paragraph on the ground that the 18-month period for a motion to reopen and enforce has expired, so long as Plaintiffs' original motion to reopen and enforce was filed within the 18-month period for enforcement.

2. This Settlement Agreement does not limit the Court's time for ruling on a timely-filed motion to reopen and enforce. Thus, the Parties agree to be bound by such rulings notwithstanding that they may be issued after the 18 months for a motion to reopen and enforce has expired.

3. Plaintiffs' right to specific enforcement of the terms of this Settlement Agreement is only available if plaintiffs make a showing of a pattern or practice of non-compliance with the terms of the Non-Monetary Addendum by Defendant.

4. The Parties agree that Plaintiffs shall not be entitled to recover attorneys' fees or litigation expenses for seeking to enforce this Settlement Agreement.

5. The Parties agree that the provisions on information sharing in Paragraph W.2. below are intended solely to enable verification of Defendant's compliance and cannot be

specifically enforced by the Court

6. Prior to taking any action to enforce the terms of this Settlement Agreement, counsel for Plaintiffs shall notify counsel for the State of the alleged non-compliance in writing. The State shall have 30 days to investigate and cure the alleged breach before Plaintiffs are permitted to seek enforcement by the Court.

7. Failure by any Party to enforce or seek to enforce this Settlement Agreement or any provision thereof or any other obligation to be performed hereunder shall not be construed as a waiver of that Party's right to enforce or seek to enforce other obligations of this Settlement Agreement as permitted by law.

V. This Settlement Agreement expires 18 months from the Effective Date (the "Termination Date"). The Parties agree that the Termination Date cannot be extended by the Court or otherwise without the consent of all Parties. Plaintiffs agree that they will not seek to extend the Termination Date.

### **INFORMATION SHARING**

W. Defendant shall provide the information below to Plaintiffs' Counsel on a quarterly basis throughout the term of the Settlement, beginning with data for the third quarter of 2022. These reports shall be due within 30 days of the end of the preceding quarter. In addition, Defendant shall supplement the quarterly reports by providing the information below to Plaintiffs' Counsel 45 days before the expiration of the term of the Settlement. There is no requirement to file these periodic reports with the Court.

The quarterly reports shall include the following information for the quarter:

1. The following data on claims for UI benefits:
  - a. For all initial claims filed on or after the date of this agreement, the number and percentage of initial applications, regardless of whether they have been flagged for potential fraud or identity verification issues or determined fraudulent, that have been processed (i.e. with payment, or delivery of an appealable determination of ineligibility) within each of the following number of 21 days after filing of the application: (i) 21 days and (ii) 56 days. Defendant need not disaggregate these numbers and percentages by status as paid or determined ineligible.
  - b. For all issues detected on or after the date of this agreement, the number and percentage of continued claims, regardless of whether they have been flagged for potential fraud or identity verification issues or determined fraudulent, that have been processed (i.e. with payment, or delivery of an appealable determination of ineligibility) within 14 days from the end of the week in which benefits payments were suspended. Defendant need not disaggregate these numbers and percentages by status as paid or determined ineligible.

2. Defendant shall provide additional information reasonably requested by Plaintiffs' Counsel and shall have a reasonable period of time in which to do so.

### **RELEASE**

X. Except for the obligations contained in this Settlement Agreement, each of the Plaintiffs, being of lawful age, for himself or herself and any claiming through him or her, his or her heirs, executors, administrators and assigns, do hereby release, acquit and forever discharge the Defendant and the State of Maryland, as well as their respective successors and assigns, departments, divisions, units, current and former officials, current and former officers, current and former agents, current and former servants, current and former representatives, current and former employees and current and former independent contractors and any and all other persons, associations, corporations and government entities, whether or not named herein or referenced, who together with the Defendant may be jointly or severally liable to the Plaintiffs (the "Releasees"), from all claims, demands, actions, causes of action, suits, losses, attorneys' fees and expenses of each and every kind, type or nature whatsoever, whether known or unknown, relating to matters that occurred before the Effective Date of this Settlement Agreement and that were raised in the Lawsuit, that could have been raised in the Lawsuit, or that relate in any way to the matters alleged in the Lawsuit.

IN WITNESS WHEREOF, the Parties hereto knowingly, voluntarily and with full authority, execute this Settlement Agreement as of the date(s) set forth below.

FOR THE PLAINTIFFS:

Michael Edwards, Matthew Bosley, William Sanders, Deanne Gilliam, Johnathan Smith,  
Mark Gorres

\_\_\_\_\_  
Plaintiff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Plaintiff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Plaintiff

\_\_\_\_\_  
Date

2. Defendant shall provide additional information reasonably requested by Plaintiffs' Counsel and shall have a reasonable period of time in which to do so.

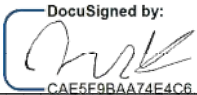
### RELEASE

X. Except for the obligations contained in this Settlement Agreement, each of the Plaintiffs, being of lawful age, for himself or herself and any claiming through him or her, his or her heirs, executors, administrators and assigns, do hereby release, acquit and forever discharge the Defendant and the State of Maryland, as well as their respective successors and assigns, departments, divisions, units, current and former officials, current and former officers, current and former agents, current and former servants, current and former representatives, current and former employees and current and former independent contractors and any and all other persons, associations, corporations and government entities, whether or not named herein or referenced, who together with the Defendant may be jointly or severally liable to the Plaintiffs (the "Releasees"), from all claims, demands, actions, causes of action, suits, losses, attorneys' fees and expenses of each and every kind, type or nature whatsoever, whether known or unknown, relating to matters that occurred before the Effective Date of this Settlement Agreement and that were raised in the Lawsuit, that could have been raised in the Lawsuit, or that relate in any way to the matters alleged in the Lawsuit.

IN WITNESS WHEREOF, the Parties hereto knowingly, voluntarily and with full authority, execute this Settlement Agreement as of the date(s) set forth below.

FOR THE PLAINTIFFS:

Michael Edwards, Matthew Bosley, William Sanders, Deanne Gilliam, Johnathan Smith, Mark Gorres

  
\_\_\_\_\_  
Plaintiff

10/17/2022  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Plaintiff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Plaintiff

\_\_\_\_\_  
Date

2. Defendant shall provide additional information reasonably requested by Plaintiffs' Counsel and shall have a reasonable period of time in which to do so.

### RELEASE

X. Except for the obligations contained in this Settlement Agreement, each of the Plaintiffs, being of lawful age, for himself or herself and any claiming through him or her, his or her heirs, executors, administrators and assigns, do hereby release, acquit and forever discharge the Defendant and the State of Maryland, as well as their respective successors and assigns, departments, divisions, units, current and former officials, current and former officers, current and former agents, current and former servants, current and former representatives, current and former employees and current and former independent contractors and any and all other persons, associations, corporations and government entities, whether or not named herein or referenced, who together with the Defendant may be jointly or severally liable to the Plaintiffs (the "Releasees"), from all claims, demands, actions, causes of action, suits, losses, attorneys' fees and expenses of each and every kind, type or nature whatsoever, whether known or unknown, relating to matters that occurred before the Effective Date of this Settlement Agreement and that were raised in the Lawsuit, that could have been raised in the Lawsuit, or that relate in any way to the matters alleged in the Lawsuit.

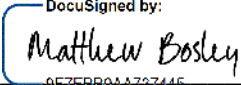
IN WITNESS WHEREOF, the Parties hereto knowingly, voluntarily and with full authority, execute this Settlement Agreement as of the date(s) set forth below.

#### FOR THE PLAINTIFFS:

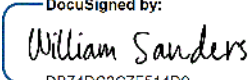
Michael Edwards, Matthew Bosley, William Sanders, Deanne Gilliam, Johnathan Smith, Mark Gorres

\_\_\_\_\_  
Plaintiff

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Date

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Plaintiff

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Plaintiff

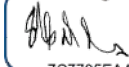
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Date

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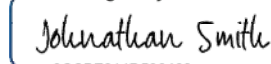
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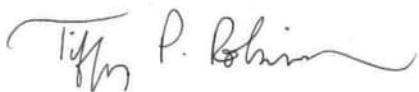
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Plaintiff

10/24/2022

\_\_\_\_\_  
Date

FOR THE DEFENDANTS:

Tiffany P. Robinson



\_\_\_\_\_  
Defendant

October 13, 2022

\_\_\_\_\_  
Date

Approved for legal sufficiency:

Nicholas Sokolow

Nicholas Sokolow

Assistant Attorney General

Deanne Gillian  
Plaintiff

10/11/22  
Date

\_\_\_\_\_  
Plaintiff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Plaintiff

\_\_\_\_\_  
Date

FOR THE DEFENDANTS:

Tiffany Robinson

\_\_\_\_\_  
Defendant

\_\_\_\_\_  
Date

Approved for legal sufficiency:

Nicholas C. Sokolow  
Digitally signed by Nicholas C. Sokolow  
DN: cn=Nicholas C. Sokolow, c=US,  
ou=Maryland Office of the Attorney  
General, ou=Maryland Department of  
Labor,  
email=nicholas.sokolow@maryland.gov  
Date: 2022.10.10 12:36:02 -04'00'

Nicholas Sokolow  
Assistant Attorney General

\_\_\_\_\_  
Plaintiff

\_\_\_\_\_  
Date

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Plaintiff

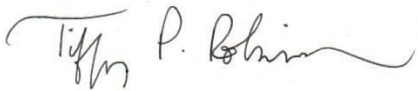
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\_\_\_\_\_  
Plaintiff

\_\_\_\_\_  
Date

FOR THE DEFENDANTS:

Tiffany P. Robinson



\_\_\_\_\_  
Defendant

\_\_\_\_\_  
October 13, 2022

Date

Approved for legal sufficiency:

Nicholas Sokolow

Nicholas Sokolow

Assistant Attorney General

# **EXHIBIT 1**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**

MARK GORRES et al.,

Plaintiffs, on behalf of themselves  
and others similarly situated,

v.

TIFFANY ROBINSON, in her Official  
Capacity as Maryland Secretary of Labor,

Defendant.

Civil Action No.: 1:21-cv-03029-GLR

**JOINT MOTION FOR SETTLEMENT ORDER**

Plaintiffs and Defendant (collectively, the “Parties”), through their undersigned counsel and pursuant to Local Rule 111, hereby jointly move for a settlement order in this case and state as follows:

1. On January 19, 2022, this Court granted the Parties’ Joint Motion for Stay in this matter to allow the Parties to continue with settlement discussions and mediation. ECF No. 24.
2. After extensive bilateral discussions and mediation sessions facilitated by Magistrate Judge Susan K. Gauvey, the parties have reached a settlement.
3. The settlement provides that the case be dismissed, subject to re-opening by any party no later than [DATE] to seek to enforce the settlement agreement.

WHEREFORE, for the reasons stated herein, the parties jointly move the Court to enter the Local Rule 111 settlement order filed herewith.

Dated: \_\_\_\_\_, 2022

Respectfully submitted,

**PUBLIC JUSTICE CENTER**

\_\_\_\_\_  
/s/

Monisha Cherayil, Fed. Bar No. 18822  
David Rodwin, Fed. Bar No. 18615  
201 North Charles Street, Suite 1200  
Baltimore, Maryland 21201  
Telephone: (410) 625-9409  
Facsimile: (410) 625-9423  
cherayilm@publicjustice.org  
rodwind@publicjustice.org

**GALLAGHER EVELIUS & JONES LLP**

\_\_\_\_\_  
/s/

Paul S. Caiola, Fed. Bar No. 2394  
Meghan K. Casey, Fed Bar No. 28958  
218 North Charles Street, Suite 400  
Baltimore, Maryland 21201  
Telephone: (410) 727-7702  
Facsimile: (410) 468-2786  
pcaiola@gejlaw.com  
mcasey@gejlaw.com

Attorneys for Plaintiffs

**BRIAN E. FROSH  
ATTORNEY GENERAL OF MARYLAND**

\_\_\_\_\_  
/s/

Nicholas C. Sokolow, Federal Bar No. 29490  
Assistant Attorney General  
Maryland Office of the Attorney General  
1100 N. Eutaw Street, Suite 605  
Baltimore, Maryland 21201  
(410) 929-4317  
Nicholas.Sokolow@maryland.gov

Attorneys for Defendant Tiffany Robinson (in  
her Official Capacity)

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**

MARK GORRES, et al.,

Plaintiffs, on behalf of themselves  
and others similarly situated,

v.

TIFFANY ROBINSON, in her Official  
Capacity as Maryland Secretary of Labor,

Defendant.

Civil Action No.: 1:21-cv-03029-GLR

**LOCAL RULE 111 SETTLEMENT ORDER**

UPON CONSIDERATION of the Joint Motion for Entry of Settlement Order filed  
by the parties (the “Motion”), it is this \_\_\_\_\_ day of \_\_\_\_\_, 2022 hereby

ORDERED that, pursuant to Local Rule 111, this case is dismissed without  
prejudice to the right of any party to re-open the case no later than [DATE] to seek  
enforcement of the settlement agreement entered into by the parties.

\_\_\_\_\_  
George L. Russell, III  
United States District Judge



# **EXHIBIT 2**

Gorres et al. v. Robinson, GLR-21-3029 (D. Md.)

**Attachment to Settlement Agreement Embodying Programmatic and Policy Changes.**

**I. Definitions**

A. “UI benefits” refers to Regular Unemployment Insurance (“UI”) and federal UI programs administered by the Maryland Department of Labor (“MDOL”).

B. “Final adverse action” means any action by MDOL that, in the absence of appeal, and after the claimant has initiated and terminated the informal dispute process relating to initial monetary determinations described in Part III(D) below, places an individual in a less advantageous position with respect to entitlement to UI benefits. This includes but is not limited to a denial of an initial application of benefits (whether at the monetary determination or non-monetary determination stage), a determination of a weekly benefit amount that the claimant believes is inaccurate, a redetermination of eligibility and/or termination of benefits on a continued claim, a redetermination of the weekly benefit amount, a denial of a claimant’s full access to their BEACON account or ability to file weekly certifications for more than 14 days on a continued claim, or an overpayment determination.

C. “Initial application” means an initial claim for UI benefits, as defined in COMAR 09.32.02.02, for which an individual has not yet received payment or a notice of determination of ineligibility.

D. “Continued claim” means a continued claim for UI benefits, as defined in COMAR 09.32.02.02, by an individual who has received one or more UI benefit payments from MDOL following an initial application, and who has filed at least one additional weekly claim for benefits for which there are payable benefits or for which benefits were paid.

E. “Notice of final adverse action” (hereinafter “Final AA Notice”) means a written communication to be delivered to a claimant whenever MDOL takes a final adverse action on the claimant’s claim for UI benefits. Final AA Notice must:

1. State all adverse action(s) that MDOL has taken;
2. Provide the factual and legal reasons, in laypersons’ terms, for the adverse action; and
3. Explain the right to and procedures for appeal, including any option to continue receiving benefits pending appeal.

F. “Deliver” or “Delivery” refers, for purposes of this Exhibit, to MDOL’s transmission of a communication to UI claimant in accordance with the UI claimant’s

preferred communication method, except that a notice of overpayment determination or denial of an overpayment waiver request must also be delivered by first-class mail.

G. “Preferred Communication Method” means the manner by which the UI claimant elects to receive communications from MDOL concerning their UI claim, including first-class mail, email, or text message. The following guarantees shall apply to all communications by MDOL to a UI claimant by the UI claimant’s preferred communication method.

1. Each UI claimant shall have the opportunity to select a preferred method of communication when the claimant files an initial application.
2. A UI claimant may change their preferred method of communication at any time through the online claims processing portal or by telephone, except that Defendant reserves the right to switch a claimant’s preferred method of communication from email or text to U.S. Mail if there is doubt as to the identity of the individual requesting the changes.
3. Whenever a UI claimant seeks to select or change the claimant’s preferred method of communication, whether the claimant does so via the online claims processing portal or by telephone, MDOL shall advise the claimant:
  - a. That if the claimant selects communication by email or text message, the claimant (1) shall receive a notification in the selected form to check the online claims processing portal for an important notice concerning their claim, (2) shall not receive the content of the notice in the email or text message itself, and (3) shall not receive notices concerning the claimant’s UI claim by mail.
  - b. Of the claimant’s right to change their selection concerning the preferred method of communication through the online claims processing portal or by telephone, and the telephone number the claimant can use to make that change.
  - c. That the claimant’s preferred method of communication shall be displayed in the claimant’s “account profile and maintenance” section within the online claims processing portal.
4. For each UI claimant who selects email or text message as their preferred method of communication, MDOL shall include the following in each text message or email notification to the claimant concerning new information or documents in the claims processing portal:
  - a. In the subject line, A statement to the effect that this is an “Important Notice Affecting Your Benefits Rights”
  - b. An explanation that the claimant should call MDOL if the claimant cannot access or locate the notice on BEACON, including the relevant telephone number.

## **II. Timely Processing of Initial Applications and Continued Claims**

### **A. Initial Applications**

### 1. Filing

- a. An initial application is considered “filed” for purposes of this agreement when an individual submits to MDOL an “Application for Benefits,” applicable required documents requested by that form, and an initial weekly claim via BEACON, or by telephone.
- b. If an individual makes a technical error in the submission of these documents, MDOL shall notify the individual and provide an explanation of how to correct the error at issue – but MDOL must still consider the application filed as of the original submission date.
- c. For purposes of this section, technical error includes but is not limited to (a) uploading a document in the wrong file format – such as by scan instead of by PDF, (b) failure for a photograph or scan to display all four corners of the original version of a document, and (c) the color of the document – e.g., black and white instead of color.

- 2. Defendant shall adopt and disseminate DUI Directive BEN – 01-22 UI Timeliness Standards and UI Ombudsman, incorporated as Exhibit 2-A. This directive establishes a standard for the timely processing of claims for benefits under which (a) 92% of initial claims filed on or after the date of this agreement are resolved within 21 days of filing by delivering a Statement of Wages and Monetary Eligibility and paying benefits or by delivering a notice of adverse action denying benefits; and (b) 97% of claims that require adjudication are resolved within 8 weeks of filing of the initial application by delivering a Statement of Wages and Monetary Eligibility and paying benefits or by delivering a notice of final adverse action denying benefits.

**B. Continued claims.** Continued claims are entitled to a presumption of continued eligibility. In all cases involving continued claims for benefits, for all issues detected on or after the date of this agreement, MDOL shall within 14 days of the last day of the week in which benefits were suspended resume paying benefits at the previously paid amount or deliver a notice of adverse action re-determining eligibility and terminating benefits.

## **III. Eligibility Determinations and Re-Determinations**

**A. Pre-Determination Fact-finding Interview:** MDOL will follow the procedures required by § 8-806 of the Maryland Code, Labor & Employment Article and COMAR 09.32.02.16 and shall:

- 1. For fact-finding interviews scheduled in advance, provide the claimant with a reasonable opportunity to reschedule the interview if the claimant or the claimant’s representative is unavailable at the initially-scheduled time;
- 2. When fact finding is necessary, make all reasonable attempts to promptly contact the claimant, including, attempting to contact by telephone, sending email, sending first-class mail to the claimant’s last known address, or posting

on the claimant's portal in the department's online unemployment insurance system with alerts via text or email based on the claimant's stated preference;

3. Independently verify information received from a computer cross-match with a federal database or other automatic processes or matches;
4. Make reasonable attempts to gather all relevant information that is of sufficient quality and quantity to support the findings and rationale for the determination; and
5. Provide the claimant an opportunity to rebut information received from an employer or a computer cross-match with any database, or from another outside source.

B. The following procedures shall govern when MDOL seeks to engage in fact-finding to resolve disputes of material fact to determine or redetermine an issue in connection with an initial application or a continued claim pursuant to COMAR 09.32.02.16(E):

1. Notice of Two-Party Hearing: Prior to a two-party hearing, MDOL shall deliver to the claimant a Notice that includes the information required by COMAR 09.32.02.16(E)(1).
2. The two-party hearing shall be conducted pursuant to COMAR 09.32.02.16(E)(2) and subject to the following additional requirements:
  - a. Claimants shall have a reasonable opportunity to request to reschedule a two-party hearing if the claimant's representative, the employer, or the employer's representative is unavailable at the initially-scheduled time.
  - b. At the date and time of any telephonic two-party hearing, MDOL shall make a reasonable attempt to reach both parties by telephone, including at least two calls.

C. **Appeals:** The following adverse actions taken by MDOL with respect to initial applications or continued claims shall be appealable by the claimant to the Lower Appeals Division and, subsequently, to the Board of Appeals, pursuant to the procedures in Md. Code Lab. & Empl. § 8-806:

1. Monetary Determinations, as described in Part D below, whether issued on a UI claimant's initial application or on a continued claim as a redetermination of weekly benefit amount.
2. Nonmonetary Determinations
3. Redeterminations of Eligibility for Benefits
4. Overpayment Determinations, which shall be governed according to the procedures in Part III of this agreement.
5. Denials of Requests for Overpayment Waivers, which shall be governed according to the procedures in Part III of this agreement.

**D. Informal Dispute Process for Monetary Determinations and Redeterminations of Weekly Benefit Amount**

1. An initial notice of a Monetary Determination or Redetermination of the Weekly Benefit Amount (an “Initial Statement of Wages and Monetary Eligibility,” Exhibit 2-D) shall explain that (a) the UI claimant may call [phone number for appropriate agency office] to initiate an informal dispute of the determination/redetermination, and (b) if the UI claimant is unsatisfied with the informal dispute process or its result, the claimant may at any time inform MDOL that the claimant wishes to appeal, and MDOL shall provide the opportunity for an immediate appeal.
2. MDOL shall deliver to the claimant a written notice that the UI claimant has initiated the informal dispute process promptly after the claimant does so.
3. Upon the UI claimant’s request to appeal, MDOL shall promptly deliver to the claimant a Non-Monetary Determination and a “Statement of Wages and Monetary Eligibility” (Exhibit 2-E) explaining the legal and factual reasons for the agency’s Monetary Determination/Redetermination of the Weekly Benefit Amount. This Non-Monetary Determination will reflect any changes resulting from the informal dispute resolution process and will explain the claimant’s right to appeal. The claimant shall be entitled to immediately appeal the Non-Monetary Determination and related Monetary Determination (i.e. the Statement of Wages and Monetary Eligibility, Exhibit 2-E) in tandem, including by clicking the “appeal” button in BEACON.
4. MDOL will not issue a Non-Monetary Determination regarding a monetary determination or redetermination of the Weekly Benefit Amount unless the claimant has initiated the dispute process.

**III. Overpayments**

**A. Overpayment Determinations and Appeals**

1. MDOL shall make all reasonable efforts to secure final promulgation of a regulation identical in content to Exhibit B in the Code of Maryland Regulations.
  2. Procedures for the determination and appeal of UI benefits overpayments shall be governed by the procedures eventually adopted in regulation.
- B. On June 21, 2022, MDOL submitted the draft regulations set forth in Exhibit 2-B to the Joint Committee on Administrative, Executive, and Legislative Review (AELR) and promptly provided to Plaintiffs, through counsel, the draft submitted to AELR. Defendant has sought emergency status for the draft regulations, and shall subsequently submit the identical draft as proposed regulations no later than 30 days after emergency status is granted. MDOL shall promptly present to Plaintiffs, through counsel, the version of the regulation proposed by AELR. If either Party

objects to the version of the regulation proposed by AELR, the Parties shall attempt to agree on a revised version of the regulation for re-submission to AELR. If the Parties are unable to agree, Defendant shall retain authority to proceed with publication of draft regulations that is acceptable to Defendant notwithstanding any objection by Plaintiff. If Defendant seeks to make changes to the draft regulations after the notice and comment period, Defendant shall make reasonable efforts to reach agreement on such changes with Plaintiffs. However, Defendant retains authority to seek final approval of the regulation notwithstanding any objection by Plaintiffs. If the final regulations do not reflect mutual agreement of the Parties, Plaintiffs reserve the right to seek to have the regulation declared invalid pursuant to Md. Code Ann., State Government Article § 10-125. Plaintiffs agree that they shall not seek preliminary injunctive relief in that action.

**C. Overpayment Waivers**

1. MDOL shall issue blanket overpayment waivers where permitted by federal law.
2. Claimants who are not eligible for a blanket overpayment waiver may seek an individual waiver of recoupment of overpaid benefits pursuant to COMAR 09.32.07. Claimants shall have the option to submit individual waiver request forms by first-class mail or email. MDOL shall post the form on its website and shall include instructions on how to find such form on MDOL's website with all Final AA Notices of overpayment determination.
3. MDOL shall permit claimants to seek an individual waiver of an overpayment without prejudice to their right to appeal an overpayment determination. Neither procedure shall foreclose the other.
4. Denials of applications for overpayment waivers shall be appealable.
5. MDOL shall not undertake collection of an overpayment prior to the deadline for a claimant to request a waiver or while a timely filed waiver request is pending, including all appeals, and shall include an explanation of the same in all Notices of Overpayment Determinations. Notices of Overpayment Determinations shall also explain that UI claimants may confirm MDOL's receipt of their overpayment waiver request by calling the Benefits Payment Unit, and provide the relevant telephone number.

- D. Overpayments Issued Between January 1, 2020 and Effective Date of this Agreement:** MDOL shall identify all individuals who received UI overpayment determinations between January 1, 2020 and the Effective Date of this Agreement who are eligible for blanket overpayment waivers under federal law and shall retroactively issue such waivers, including by delivering notice of the waiver and refunding all funds collected (whether by way of offsetting UI benefits or other means of collection).

**IV. Accessibility of Claims Processing Platform**

A. MDOL shall:

1. Allow for claimants to file an initial application for benefits by telephone;
2. Permit claimants to file weekly certifications by telephone and supply any documentation needed after the initial application electronically or non-electronically, and provide instructions for doing so;
3. Include notice on its website, in its offices, in its standard Call Center voice recording, and on its applications and forms that anyone who is unable to complete such applications and forms online may do so by telephone in accordance with the procedures set forth in this subsection.

B. MDOL shall not delete notices, correspondence, payment history or any other content from claimants' BEACON accounts for a period of 7 years from the date the latest claim on the account becomes inactive. This provision shall not prohibit MDOL from making an entry in a claimant's BEACON account indicating that a particular notice, correspondence, or other request has been retracted or resolved.

C. MDOL shall ensure that the BEACON mobile application contains the following notice: Use the username and password from your BEACON portal to login. Initial claims filing and certain other functions cannot be performed through this Mobile App. For all functions, access BEACON via a web browser or call 667-207-6520.

**V. Customer Service**

A. MDOL staff representatives responsible for responding to telephone, email, or chat inquiries from claimants shall have access to the following information:

1. Whether there has been a determination or redetermination on the claim;
2. Payment history, including the amount and types of benefits paid;
3. All correspondence and action alerts in the claimant's BEACON portal; and
4. All notices delivered by first-class mail or email.

B. MDOL staff representatives responsible for responding to telephone, email, or chat inquiries from claimants shall have authority and ability to take the following actions:

1. File an initial application on behalf of a claimant, using information supplied by the claimant;
2. Assist with correcting errors in an initial application;
3. File a weekly certification on behalf of a claimant, using information supplied by the claimant;
4. Reopen a claim;
5. Facilitate a password change; and



6. Forward initial applications that have been pending without payment or a denial of benefits within 21 days to the Ombudsman for expedited resolution.

## **VI. Notice – Form and Manner of Delivery**

- A. MDOL shall use the following Exhibits, incorporated into this Agreement, as templates for Notices:
  1. Exhibit 2-C - Notice of Benefit Determination;
  2. Exhibit 2-D - Initial Monetary Determination (titled “Initial Statement of Wages and Monetary Eligibility” and issued prior to the initiation of the informal dispute process; referred to be MDOL as a “Type 2 Monetary Determination”);
  3. Exhibit 2-E – Post-Dispute Monetary Determination (titled “Statement of Wages and Monetary Eligibility” and issued on request after the initiation of the informal dispute process; referred to by MDOL as a “Type 1 Monetary Determination”)
  4. Exhibit 2-F – Post-Appeal Monetary Determination (titled “Post-Appeal Statement of Wages and Monetary Eligibility”)
  5. Exhibit 2-G - Pre-Determination Eligibility Determination/Redetermination Notice for disputes of material fact.
  6. Exhibit 2-H- Notice of Proceeding Concerning Possible Benefits Overpayment
  7. Exhibit 2-I- Benefit Overpayment Determination;
  8. Exhibit 2-J - Recommended Denial of Overpayment Waiver Request
  9. Exhibit 2-K – Denial of Overpayment Waiver Request
  10. Exhibit 2-L - PUA Eligibility Determination and Statement of Wages or Net Income
  11. Exhibit 2-M – PUA Ineligibility Determination
  12. Exhibit 2-N Confirmation of Dispute Regarding Monetary Determination
- B. MDOL shall insert the language from Exhibits G and H into any Notice when it seeks to conduct a telephonic fact-finding proceeding in connection with a proposed adverse action.

## **VIII. Alleged Identity Verification and Fraud Issues**

- A. The standards and procedures in this agreement shall apply to all claims, including claims that MDOL has flagged for identity verification issues or potential fraud.
- B. MDOL shall not deny claims solely because an automated process has flagged a claim for identity verification issues or potential fraud.
- C. If a claim is flagged for identity verification issues or potential fraud, through an automated process or otherwise, MDOL may investigate the claim through staff and engage in fact-finding as needed to determine or redetermine eligibility, and provide a Final AA Notice and an opportunity for appeal, adhering to the procedures in this agreement.

- D. MDOL shall provide the claimant the option to verify their identity and/or submit any documents to rebut allegations of fraud either electronically or non-electronically and it shall notify claimants of that option.

# **EXHIBIT 2-A**



DIVISION OF UNEMPLOYMENT INSURANCE

1100 N. Eutaw Street

Baltimore, Maryland 21201

TITLE: DUI Directive BEN – 01-22 UI Timeliness Standards and UI  
Ombudsman

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### 1. Synopsis

#### 1.1. Purpose.

Maryland Unemployment Insurance Law Section 8-109(a)(7) and (8) requires the Maryland Department of Labor ("Department") to (1) establish standards for the timely processing of claims for benefits under which 92% of claims are completed within 21 days after receipt of the initial application and 97% of claims that require adjudication are resolved within 8 weeks after receipt of the initial application; and (2) establish a single point of contact within the Department to oversee and prioritize the resolution of claims that have not been completed within 8 weeks.

#### 1.2. Material Changes.

This directive does not materially change any existing directives. The intent of this directive is to clarify and provide guidance regarding the establishment of timeliness standards and the creation and workings of the Unemployment Insurance



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Ombudsman ("UI Ombudsman") created pursuant to Maryland Unemployment Insurance Law Section 8-109(a)(7) and (8).

1.3. Effect on Other Directives or Agency Documents.

This directive does not cancel, replace, or archive any other DUI directive.

1.4. Audience.

DUI staff who may refer claimants to the UI Ombudsman.

1.5. Effective Date.

This policy is effective on \_

1.6. Point of Contact.

Barbara Bernstein

Director, Policy and Communications

Barbara.Bernstein@Maryland.gov

1.7. Important Legal Reference & Compliance.

Maryland Unemployment Insurance Law Section 8-109(a)(7) and (8).

2. Standards for Timely Processing of Initial Claims for Benefits

- 2.1. Maryland Unemployment Insurance Law Section 8-109(a)(7) requires the Department to establish standards for the timely processing (i.e. payment, or delivery of an appealable determination of ineligibility) of initial claims for benefits. The Department will make all reasonable efforts, including but not limited to, working with USDOL, hiring personnel as the budget allows, and working with vendor staff where appropriate and allowed, to achieve the following timeliness standards:



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Baltimore, Maryland 21201

- 2.1.1. 92% of claims are processed within 21 days after receipt of the initial application; and
  - 2.1.2. 97% of claims that require adjudication are processed within 8 weeks after receipt of the initial application.
- 3. UI Ombudsman
  - 3.1. Appointment of UI Ombudsman. DUI's Director of Policy and Communications or Director of Benefits shall serve as the UI Ombudsman, responsible for ensuring compliance with this policy. Email Account. To comply with Maryland Unemployment Insurance Law Section 8-109(a)(8), DUI created an email address that serves as a way claimants can reach out to the UI Ombudsman and DUI staff regarding their claim if it has not been completed within 21 days. The email address of the UI Ombudsman is [ui.ombudsman@maryland.gov](mailto:ui.ombudsman@maryland.gov). The UI Ombudsman and DUI staff under the Ombudsman's supervision shall monitor this email account daily.
    - 3.1.1. A link to the Ombudsman Inquiry Form and the email address for the UI Ombudsman is listed on DUI's website under "Claimant and Employer Contact Information": <https://www.dllr.state.md.us/employment/unemployment.shtml>.
    - 3.1.2. If a claimant contacts the DUI Call Center to inquire about an initial claim that has been pending without payment or notice of a determination of ineligibility for more than 21 days, Call Center staff shall help the claimant complete and send the "Ombudsman Inquiry Form" or complete it on the claimant's behalf and send it to the UI Ombudsman.
  - 3.2. Spreadsheet. Once the form has been completed, the data provided will be transferred to a spreadsheet
    - 3.2.1. The spreadsheet shall include the claimant's name, claimant ID, email address or phone number, and a description of the issue(s).



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- 3.2.2. Staff will look claimant up in BEACON and note on spreadsheet any and all issues that need to be resolved.
- 3.2.3. All progress on the claim will be noted on the spreadsheet.
- 3.3. Staff Review and Examination. Once the information from the email and from BEACON has been entered on the spreadsheet, a DUI staff member with expertise in adjudication of claims will within 5 business days review the claim and its status and, where appropriate, contact the claimant.
  - 3.3.1. Fact Finding. When the staff member begins to examine the claim and its status, they may reach out to the claimant for more information, as well as any relevant employers of the claimant and third parties. As with any fact finding, DUI staff might become aware of information that leads to the establishment of other issues on the claim that further affect payment.
  - 3.3.2. Prioritization of Claims. DUI staff will prioritize working the claims tracked on the spreadsheet by the length of time the claimant has been waiting for assistance, beginning with the claimants who have been waiting the longest.
  - 3.3.3. Alleged Identity Verification and Fraud Issues.
    - 3.3.3.1. The standards and procedures in this policy shall apply to all claims, including claims that MDOL has flagged for identity verification issues or potential fraud.
    - 3.3.3.2. MDOL shall not deny claims solely because an automated process has flagged a claim for identity verification issues or potential fraud.
    - 3.3.3.3. If a claim is flagged for identity verification issues or potential fraud, through an automated process or otherwise, MDOL may investigate the claim through staff and engage in fact-finding as needed to determine or redetermine eligibility, and provide a Notice of Final Adverse Action and an



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opportunity for appeal. Notice of Final Adverse Action shall: (1) State all adverse action(s) that MDOL has taken; (2) Provide the factual and legal reasons, in laypersons' terms, for the adverse action; and (3) Explain the right to and procedures for appeal, including any option to continue receiving benefits pending appeal.

**3.3.3.4.** MDOL shall provide the claimant the option to verify their identity and/or submit any documents to rebut allegations of fraud either electronically or in person and it shall notify claimants of that option.

**3.3.4.** Referral to BEACON Support Staff. If there is an issue the DUI staff cannot resolve without assistance from BEACON Support Staff, the DUI staff will refer the claim to BEACON Support Staff for additional assistance.

**3.3.5.** Notation on Spreadsheet. Once the claim is completely resolved, staff will mark the claim as resolved on the spreadsheet with relevant information and the date of final resolution.

4. Subject to change: This directive is subject to amendment by the Department at any time to account for changes in law, regulation, or mandatory USDOL directive or policy that are irreconcilable with the requirements of this directive. Further, this directive may be amended by the Department to account for changes in technology, although technology changes shall not be a basis for amending Section 2 (concerning Standards for Timely Processing of Initial Claims for Benefits) or Section 3.1 (concerning the appointment of the UI Ombudsman).



# **EXHIBIT 2-B**

## Title 09

### The Department of Labor[, Licensing and Regulation]

#### Subtitle 32 Unemployment Insurance

#### Chapter 07 Reconsideration of Unemployment Insurance Overpayment Recovery and Waiver Request

Authority Labor and Employment Article, §§8-305 and 8-309, Annotated Code of Maryland

##### .02 Scope and Applicability

These regulations apply to any [person] *claimant* who has been found to have received an overpayment of unemployment insurance benefits *and requested a waiver*, unless the overpayment *was determined to have* resulted from fraud on the part of the claimant.

##### .03 Definitions

A. (text unchanged)NU

B. Terms Defined.

(1) (text unchanged)

(2) [“Department” means the Department of Labor, Licensing and Regulation.] “*Deliver*” or “*Delivery*” means the Department’s transmission of a communication to a claimant in accordance with the claimant’s preferred communication method. In cases involving notices of a decision of an overpayment waiver request, the term “*deliver*” or “*delivery*” means to also require transmission by first-class mail to the claimant’s last known address.

(3) “*Department*” means the Department of Labor

[(3)]- (4) - [(4)] – (5) (text unchanged)

[(5)] – (6) “*Secretary*” means the Secretary of Labor [, Licensing and Regulation], or the Secretary’s authorized representative.

[6] (7) – [7] (8) – (text unchanged)

##### .04 Recovery of Overpayments

The Department may recover overpayments by beginning civil actions or, in the discretion of the Secretary, overpayment may be offset against current or future payments of unemployment insurance benefits to which the overpaid claimant is entitled. If the Department chooses to recover the overpayment by offset, the amount of the offset may be 100 percent of the current or future weekly benefit entitlement. *The Department may not recover an overpayment before the time for requesting an overpayment waiver has expired, while a timely filed waiver request is pending decision by the Secretary or the Secretary’s designee, or while a timely filed appeal of the denial of an overpayment waiver request is pending.*

##### .08 Processing of Application for Waiver of Overpayment.

A. –D. (text unchanged)

E. *Following the grant or denial of a request for waiver of recovery of an overpayment, the Department shall promptly deliver to the claimant a written notice setting out the basis for grant or denial of the request and explaining the claimant’s appeal rights.*

F. *Within 30 days of the delivery of a denial of a request for waiver of a recovery of overpayment, a claimant may appeal the denial in accordance with Chapter 09.32.11, or, if the claimant disagrees with the decision issued, in accordance with Chapter 09.32.06, as applicable.*

# ***Title 09***

## ***The Department of Labor***

### ***Subtitle 32 Unemployment Insurance***

#### ***Chapter 12 – Procedures for Initial Determination of Unemployment Insurance Overpayments and for Appeals of Overpayment Determinations***

##### ***.01 PURPOSE.***

*The purpose of these regulations is to establish procedures for the initial determination of overpayments of unemployment insurance benefits, and to establish the appeal process of such determinations in accordance with labor and employment article, § 8-809 (c), Annotated code of Maryland, and applicable federal law.*

##### ***.02 SCOPE AND APPLICABILITY.***

*These regulations apply to any claimant whom the secretary or the secretary's designee has reason to believe may have received an overpayment of unemployment insurance benefits or has been determined to have received an overpayment of unemployment insurance benefits.*

##### ***.03 PRE-DETERMINATION INVESTIGATIONS.***

A. *Before determining that a claimant has been overpaid, the Secretary or the Secretary's designee shall conduct a pre-determination investigation in accordance with Labor and Employment Article, Title 8 and other applicable law.*

B. *As a part of the pre-determination investigation, the Department shall take the following steps:*  
(1) *Make reasonable attempts to promptly contact the claimant to whom the potential overpayment was made and provide the claimant with an opportunity to respond to requests for information about the potential overpayment;*  
(2) *Independently verify information received from a computer cross-match with a federal database or other automatic processes or matches;*  
(3) *Make reasonable attempts to gather all relevant information that is of sufficient quality and quantity to support the findings and rationale for the determination; and*  
(4) *Provide the claimant an opportunity to rebut information received from a computer cross-match with any database, or from an employer or other outside source.*

C. *If the Secretary's or Secretary's designee's review reveals a dispute of material fact concerning whether the claimant is eligible or disqualified, the Secretary or the Secretary's designee shall conduct a proceeding in accordance with COMAR 09.32.02.16(e).*

D. *The notice of the proceedings shall be set forth as follows:*  
(1) *The Secretary's designee shall deliver notice to the claimant in accordance with the claimant's preferred method of communication;*  
(2) *The notice described in this regulation shall contain the following information:*  
(A) *The issues to be resolved at the proceeding;*  
(B) *Date, time, and place of a proceeding to determine whether the claimant was overpaid;*  
(C) *Notice that the proceeding may result in an overpayment determination that may lead to an enforceable monetary judgment against the claimant, in addition to or instead of the reduction or elimination of current or future benefits; and*  
(D) *Notice that any party shall have the right to be present by telephone or in person, as required by the Secretary or the Secretary's designee, and may be represented by an attorney or other representative of the party's choosing.*

E. *During the proceeding described above, the parties may:*  
(1) *Be present, by telephone or in person, as required by the secretary;*  
(2) *Be represented by an attorney or other representative of the party's choosing;*  
(3) *Present and rebut evidence and argument relating to the issues;*  
(4) *Cross-examine any person who participates in person or by telephone at the proceeding and testifies or provides information relating to the issues; and*  
(5) *Be given the opportunity to examine all evidence relating to any issue that is before the secretary and all evidence upon which the secretary may rely in reaching a determination.*

##### ***.04 NOTICE OF DETERMINATION OF OVERPAYMENT***

A. *If, after conducting the investigation under Regulation .03 of this Chapter, the Secretary or the Secretary's designee determines that the claimant was overpaid, the Secretary or the Secretary's designee shall deliver notice to the claimant.*

*B. The notice shall be delivered to the claimant by first class mail to the claimant's last known address and in accordance with the claimant's preferred communication method, if other than first class mail, and shall (1) contain all information required by Section 8-809(c)(1), Labor and Employment Article, Annotated Code of Maryland; (2) provide that the claimant has been determined liable to refund the amount of benefits to which the claimant is not entitled and that the amount, if not previously collected, shall be deducted from future benefits payable to the claimant, unless the claimant exercises the claimant's appeal rights more specifically set forth in Regulation .05 of this Chapter, or waiver rights more specifically set forth in 09.32.07; and (3) provide information on the procedures to request an overpayment waiver.*

*C. The notice described above shall not reference fraud, unless the Secretary or the Secretary's designee has determined that the overpayment resulted from fraud.*

**.05 Appeal Procedures.**

*A. In the event a claimant challenges the finding of overpayment, or the amount of overpayment, the claimant may appeal the Department's determination, provided, however, that any appeal exercised pursuant to the provisions of this Chapter shall be limited solely to the overpayment issue.*

*B. If no appeal is taken within 30 days after delivery of the notice of overpayment determination, no timely filed waiver request is pending decision by the Secretary or the Secretary's designee, and no timely filed appeal of the denial of an overpayment waiver request is pending, the overpayment determination will be considered final and the court shall, upon application of the department, enter a judgment in the amount provided by the notice of overpayment determination*

*C. Appeals described in this Regulation shall be made in accordance with Chapter 09.32.11, or if the claimant disagrees with the decision issued, in accordance with Chapter 09.32.06, as applicable*

# **EXHIBIT 2-C**

{stdDate\_MMddyyyy}

Employer:

{EmployerID}

{stdAddressLine1}

{stdAddressLine2}

{stdAddressLine3}

{stdAddressLine4}

{stdAddressLine5}

{stdAddressLine6}

Notice of Benefit Determination

<p>Issue: &lt;Issue Type&gt;</p> <p>Section of Law: §&lt;Section of Law&gt;</p> <p>Issue Number: &lt;Issue Number&gt;</p> <p>Benefit Year Begin Date: &lt;Benefit Year Begin Date&gt;</p>	<p>Date of Determination: &lt;Date of Determination&gt;</p> <p>Last Day to File Appeal: &lt;Deadline to File Appeal – 15 calendar days after the Mail Date&gt;</p> <p>Claimant: &lt;Claimant Name&gt;</p> <p>Claimant SSN: &lt;Last 4 of claimant SSN&gt;</p>
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Determination

<Additional Findings Reasoning Text>

<Findings-Reasoning Text>

<Effect-Determination>

<u>Section of Law</u>	<u>Provisions of Law Regarding Benefits</u>
§ <Section of Law>	<Text of law section>

To file an appeal, check ☐ Yes I want to appeal this determination.

Provide a brief reason for your appeal (you may attach a longer explanation or other relevant documents): \_\_\_\_\_

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Signature \_\_\_\_\_ Date \_\_\_\_\_

Your Claimant ID number or the last 4 digits of your Social Security Number: \_\_\_\_\_

APPEAL RIGHTS

Section 8-806 of the Maryland Unemployment Insurance Law provides the right to appeal this determination if you disagree with the decision. Your request for an appeal must be in writing and must include:

1. Your name as it appears on the determination;
2. Your Claimant ID number or the last four digits of your social security number;
3. The date and title of the determination which is being appealed; and,
4. A brief statement of why you disagree with the determination being appealed.

The appeal must be received by {mail date + 15 CALENDAR days}. If the appeal is filed late, the Appeals Division will determine, during the hearing, if the reason for the late filing is with good cause. To file an appeal, please send your request via your claimant portal, mail, fax, or email to:

Maryland Department of Labor  
Lower Appeals Division  
2800 W. Patapsco Avenue  
Baltimore, MD 21230  
Fax: (410) 225-9781  
Email: UILowerAppeals.Labor@maryland.gov

Claimant Portal: <https://beacon.labor.md.gov/claimant>

NOTE: An appeal decision that results in the reversal or modification of this determination may allow benefits to you that had previously been denied or may result in a denial of benefits previously paid to you creating an overpayment.

### Questions

If you have questions regarding your appeal rights or this notice, refer to the Maryland Unemployment Insurance Claimant Guide, which can be found at [mdunemployment.com](http://mdunemployment.com), or contact a claims agent at (667) 207-6520 or Maryland Relay 711 (deaf or hearing impaired callers).

### Babel Notice

¡IMPORTANTE! Este documento contiene información importante sobre sus derechos, responsabilidades y/o beneficios. Es importante que usted entienda la información en este documento. Nosotros le podemos ofrecer la información en el idioma de su preferencia sin



costo alguno para usted. Llame al (667) 207-6520 para pedir asistencia en traducir y entender la información en este documento.

**重要須知！**本文件包含**重要資訊**，事關您的權利、責任，和／或福利。請您務必理解本文件所含資訊，而我們也將使用您偏好的語言，無償為您提供資訊。**請致電** (667) 207-6520 洽詢翻譯及理解本文件資訊方面的協助。

IMPORTANT! Le présent document contient des informations importantes sur vos droits, vos responsabilités et/ou vos avantages. Il est essentiel que vous compreniez les informations figurant dans ce document, et nous vous fournirons gratuitement les informations dans la langue de votre choix. Appelez au (667) 207-6520 pour obtenir de l'aide pour la traduction et la compréhension des informations contenues dans le présent document.

**중요!** 본 문서는 귀하의 권리, 책임 및/또는 이익에 관한 **중요한 정보**를 포함하고 있습니다. 귀하가 본 문서에 있는 정보를 이해하는 것은 대단히 중요하며, 귀하가 원하는 언어로 정보를 제공받으실 수 있습니다. (667) 207-6520 **로 전화**하여 본 문서에 있는 정보의 번역 및 이해를 위해 도움받으시길 바랍니다.

**LƯU Ý QUAN TRỌNG!** Tài liệu này chứa thông tin quan trọng về quyền hạn, trách nhiệm và/hoặc quyền lợi của quý vị. Việc hiểu rõ thông tin trong tài liệu này là rất quan trọng, và chúng tôi sẽ cung cấp miễn phí cho quý vị thông tin này bằng ngôn ngữ mà quý vị ưa dùng. Hãy gọi (667) 207-6520 để được hỗ trợ về việc thông dịch và hiểu thông tin trong tài liệu này.

# **EXHIBIT 2-D**



DIVISION OF UNEMPLOYMENT INSURANCE

1100 N. Eutaw Street  
Baltimore, Maryland 21201

&lt;&lt;&lt;mailing date&gt;&gt;&gt;

&lt;&lt;&lt;claimant ID&gt;&gt;&gt;

&lt;&lt;&lt;Claimant name&gt;&gt;&gt;

&lt;&lt;&lt;Claimant street address&gt;&gt;&gt;

&lt;&lt;&lt;Claimant city, state and zip code&gt;&gt;&gt;

INITIAL STATEMENT OF WAGES AND MONETARY DETERMINATION

Base Period: {Applicable\_Base\_Period}

Program: Regular Unemployment Insurance

Dear {stdClaimantFirstNameLastName}:

The Maryland Division of Unemployment Insurance (the Division) has received your application for unemployment insurance (UI) benefits under the Regular UI program. Regular UI is available to you for up to 26 times your Weekly Benefit Amount (WBA). The amount of benefits you may receive is based on the wages that were reported in your base period (outlined below).

Employer ID	Employer Name					Total Wages by Employer
			Quarterly Totals			Base Period Totals

The WBA for Regular UI is calculated based on the wages you earned during the base period. To be eligible for Regular UI benefits, you must have earned wages in at least two quarters in the standard or alternate base period. The standard base period is the first four of the last five completed quarters before the effective date of your claim. The alternate base period is the four most recently completed quarters. The WBA in

Maryland ranges from a minimum of \$50 to a maximum of \$430. The amounts below are payable if you are unemployed and meet all eligibility requirements.

Weekly Benefit Amount	Dependents Allowance	Total Weekly Amount	Maximum Benefit Amount	Effective Date	Benefit Year Ends	Determination Date

### Monetary Eligibility for Benefits

The amount of benefits you may receive is based on your wages outlined above. In general, your weekly benefit amount replaces 54% of your former gross wages, up to the maximum weekly benefit amount provided by law. For more information regarding Maryland UI benefits, including how your weekly benefit amount is determined, visit [www.MDunemployment.com](http://www.MDunemployment.com) and select the link for "Unemployment Insurance in Maryland – A Guide to Reemployment."

### Filing a Dispute of your Monetary Eligibility

THE DEADLINE TO FILE A TIMELY DISPUTE IS: {DISPUTE\_DT}

Please ensure that your employment, wage, and income information above is correct. If any of the above information is incorrect, please file a dispute by calling the Division as soon as possible. The Division can typically resolve issues quickly with additional provided information or documentation. If you file a dispute, the Division will send you confirmation that you have initiated a dispute of your monetary determination. Failure to ensure that the information is correct could result in an underpayment of benefits or an overpayment of benefits. Overpaid benefits must be repaid unless waived. You must be able to provide proof of wages and income (pay stubs, W2, employer letter, Form 1099, Schedule K-1, etc.) when requested. Late disputes will not be accepted. This document is considered final if you do not dispute the information by the deadline. This notice only provides you with your potential eligibility for benefits. You must satisfy all Maryland UI requirements to receive benefit payments.

If you are unsatisfied with the informal dispute resolution process or its result, you may at any point contact a Division representative at the number below to ask for an

appealable determination. The Division will then promptly issue an appealable determination.

To Dispute The Information On This Form Call Customer Service

667-207-6520

Hearing impaired? Contact Maryland Relay 711

Questions

If you have questions regarding your appeal rights or this notice, refer to the Maryland Unemployment Insurance Claimant Guide, which can be found at [www.mdunemployment.com](http://www.mdunemployment.com), or contact a claims agent at (667) 207-6520 or Maryland Relay 711 (deaf or hearing impaired callers).

Determination of Monetary Eligibility message:

<<<insert monetary eligibility message>>>

{x if Msg1 = Y}

Based on a review of the wages on file with the Division, you are not eligible for regular unemployment insurance benefits at this time because you have no wages in the standard base period of your claim. You may reapply next quarter.

{x endif}

{x if Msg2 = Y}

Based on a review of the wages on file with the Division, you are not eligible for regular unemployment insurance benefits because you have insufficient total wages during the standard base period. If the information on file indicates that you have wages or employment in the most recently completed quarter, the Division will determine your eligibility for benefits using the alternate base period.

{x endif}

{x if Msg3 = Y}

Based on a review of the wages on file with the Division, you are not eligible for regular unemployment insurance benefits because you only have wages in one quarter of the standard base period. If the information on file indicates that you have

wages or employment in the most recently completed quarter, the Division will determine your eligibility for benefits using the alternate base period.

{x endif}

{x if Msg4 = Y}

Based on a review of the wages on file with the Division, you are not eligible for regular unemployment insurance benefits because you did not earn at least \$1,176.01 in any standard base period quarter. If the information on file indicates that you have wages or employment in the most recently completed quarter, the Division will determine your eligibility for benefits using the alternate base period.

{x endif}

{x if Msg6 = Y}

Regular unemployment insurance benefits may not be paid at this time because you have an outstanding overpayment.

{x endif}

{x if Msg7 = Y}

Regular unemployment insurance benefits may not be paid at this time because you have a disqualification in effect.

{x endif}

{x if Msg8 = Y}

Wages were reported under your social security number but the wages reported were under another name and are not listed on this statement. Please contact a claims agent immediately with proof of any missing wages.

{x endif}

{x if Msg9 = Y}

This statement does not include wages from military service. When those wages are received by the Division, you will receive a new determination of monetary eligibility.

{x endif}

{x if Msg10 = Y}

This statement does not include wages from employment with the federal government. When those wages are received by the Division, you will receive a new determination of monetary eligibility.

{x endif}

{x if Msg11 = Y}

This statement does not include wages earned in another state. When those wages are received by the Division, you will receive a new determination of monetary eligibility.

{x endif}

{x if Msg12 = Y}

This statement includes two separate monetary determinations. The low monetary will be effective during the weeks of a Reasonable Assurance denial.

{x endif}

{x if AltMesg1 = Y}

Based on a review of the wages on file with the Division, you are not eligible for regular unemployment insurance benefits at this time because you have no wages during the alternate base period of your claim. You may reapply next quarter.

{x endif}

{x if AltMesg2 = Y}

Based on a review of the wages on file with the Division, you are not eligible for regular unemployment insurance benefits at this time because you have insufficient total wages during the alternate base period of your claim. You may reapply next quarter.

{x endif}

{x if AltMesg3 = Y}

Based on a review of the wages on file with the Division, you are not eligible for regular unemployment insurance benefits at this time because you have insufficient total wages during the alternate base period of your claim. You may reapply next quarter.

{x endif}

{x if AltMesg4 = Y}

Based on a review of the wages on file with the Division, you are not eligible for regular unemployment insurance benefits at this time because your high quarter wages during the alternate base period are less than \$1,176.01. You may reapply next quarter.

{x endif}

{x if AltMesg5 = Y}

The Division is waiting to receive wages from your alternate base period. Once the wages are received, the Division will determine your monetary eligibility based upon the alternate base period. You will receive a monetary determination for the alternate base period.

{x endif}

{x if AltMesg6 = Y}

The Division is waiting to receive wage information regarding your alternate base period. Once the wage information is received, the Division will determine your monetary eligibility based upon your alternate base period wages. You will receive a monetary determination for the alternate base period.

The "total weekly amount" displayed above is the current amount of benefits payable to you based on the alternate base period. However this amount of benefits may change when the Division receives additional wage information

{x endif}

{x if Msg14 = Y}

The wages requested from another state cannot be added to this claim.

## Babel Notice

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**重要須知！** 本文件包含**重要資訊**，事關您的權利、責任，和／或福利。請您務必理解本文件所含資訊，而我們也將使用您偏好的語言，無償為您提供資訊。**請致電** (667) 207-6520 洽詢翻譯及理解本文件資訊方面的協助。

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# **EXHIBIT 2-E**



DIVISION OF UNEMPLOYMENT INSURANCE

1100 N. Eutaw Street  
Baltimore, Maryland 21201

&lt;&lt;&lt;claimant ID&gt;&gt;&gt;

&lt;&lt;&lt;Claimant name&gt;&gt;&gt;

&lt;&lt;&lt;Claimant street address&gt;&gt;&gt;

&lt;&lt;&lt;Claimant city, state and zip code&gt;&gt;&gt;

STATEMENT OF WAGES AND MONETARY DETERMINATION

Dear &lt;&lt;&lt;insert claimant's full name&gt;&gt;&gt;,

The Maryland Division of Unemployment Insurance (the Division) has determined your monetary eligibility for unemployment insurance (UI) benefits under the Regular UI program. This determination is based on (1) the issuance of a nonmonetary determination, (2) the resolution of a dispute filed regarding your monetary determination, and/or (3) additional information received from one or more of your employers regarding your base period wages.

Regular UI is available to you for up to 26 times your Weekly Benefit Amount (WBA). The amount of benefits you may receive is based on the wages that were reported in your base period (outlined below).

Employer ID	Employer Name					Total Wages by Employer
			Quarterly Totals			Base Period Totals

The WBA for Regular UI is calculated based on the wages you earned during the base period. To be eligible for Regular UI benefits, you must have earned wages in at least two quarters in the standard or alternate base period. The standard base period is the first four of the last five completed quarters before the effective date of your claim. The alternate base period is the four most recently completed quarters. The WBA in Maryland ranges from a minimum of \$50 to a maximum of \$430.

The amounts below are payable if you are unemployed and meet all eligibility requirements.

Weekly Benefit Amount	Dependents Allowance	Total Weekly Amount	Maximum Benefit Amount	Effective Date	Benefit Year Ends	Determination Date

### Monetary Eligibility for Benefits

The amount of benefits you may receive is based on your wages outlined above. In general, your weekly benefit amount replaces 54% of your former gross wages, up to the maximum weekly benefit amount provided by law. For more information regarding Maryland UI benefits, including how your weekly benefit amount is determined, visit [www.MDunemployment.com](http://www.MDunemployment.com) and select the link for "Unemployment Insurance in Maryland – A Guide to Reemployment."

### Appeal Rights

CLAIMANT: Section 8-508 of the Maryland Unemployment Insurance Law provides the right to appeal this eligibility determination if you disagree with the decision.

To file an appeal in your BEACON claimant portal, select "Correspondence" under "Your Options," then select "Search" on the "Criteria" section and "File Appeal" next to the correspondence/determination you wish to appeal.

To file an appeal in writing, please include (1) your name as it appears on the determination, (2) your Claimant ID number, (3) a telephone number where you can be reached, (4) the date of the determination that you are appealing, and (5) a brief statement of why you disagree with the determination that you are appealing. Send your appeal via mail, fax, or email to:

Maryland Department of Labor  
Lower Appeals Division  
2800 W. Patapsco Avenue  
Baltimore, MD 21230

Fax: (410) 225-9781

Email: [UIMLowerAppeals.Labor@maryland.gov](mailto:UIMLowerAppeals.Labor@maryland.gov)

The appeal must be received by {mail date + 15 CALENDAR days}. If the appeal is filed late, the Appeals Division will determine during the hearing whether the reason for the late filing is with good cause. A claimant who appeals a determination and remains unemployed must continue to file timely weekly certifications for each week. No late weekly certifications will be accepted.

NOTE: An appeal decision that results in the reversal or modification of this determination may allow benefits that had been previously denied or may result in a denial of benefits previously paid, creating an overpayment. In addition to this determination, you should have received another determination explaining an issue related to your eligibility. If you file an appeal in BEACON, you will be directed to a multi-appeals screen and any related appeals will be filed together. Please note that the deadline to appeal this monetary determination and any related nonmonetary determination is 15 calendar days after the date of the determination while the deadline to appeal any related overpayment determination is 30 calendar days after the date of the overpayment determination. **A timely appeal of an overpayment determination allows you to appeal any issue giving rise to the overpayment.**

Determination of Monetary Eligibility message:

<<<insert monetary eligibility message>>>

{x if Msg1 = Y}

Based on a review of the wages on file with the Division, you are not eligible for regular unemployment insurance benefits at this time because you have no wages in the standard base period of your claim. You may reapply next quarter.

{x endif}

{x if Msg2 = Y}

Based on a review of the wages on file with the Division, you are not eligible for regular unemployment insurance benefits because you have insufficient total wages during the standard base period. If the information on file indicates that you have wages or employment in the most recently completed quarter, the Division will determine your eligibility for benefits using the alternate base period.

{x endif}

{x if Msg3 = Y}

Based on a review of the wages on file with the Division, you are not eligible for regular unemployment insurance benefits because you only have wages in one quarter of the standard base period. If the information on file indicates that you have wages or employment in the most recently completed quarter, the Division will determine your eligibility for benefits using the alternate base period.

{x endif}

{x if Msg4 = Y}

Based on a review of the wages on file with the Division, you are not eligible for regular unemployment insurance benefits because you did not earn at least \$1,176.01 in any standard base period quarter. If the information on file indicates that you have wages or employment in the most recently completed quarter, the Division will determine your eligibility for benefits using the alternate base period.

{x endif}

{x if Msg6 = Y}

Regular unemployment insurance benefits may not be paid at this time because you have an outstanding overpayment.

{x endif}

{x if Msg7 = Y}

Regular unemployment insurance benefits may not be paid at this time because you have a disqualification in effect.

{x endif}

{x if Msg8 = Y}

Wages were reported under your social security number but the wages reported were under another name and are not listed on this statement. Please contact a claims agent immediately with proof of any missing wages.

{x endif}

{x if Msg9 = Y}

This statement does not include wages from military service. When those wages are received by the Division, you will receive a new determination of monetary eligibility.

{x endif}

{x if Msg10 = Y}

This statement does not include wages from employment with the federal government. When those wages are received by the Division, you will receive a new determination of monetary eligibility.

{x endif}

{x if Msg11 = Y}

This statement does not include wages earned in another state. When those wages are received by the Division, you will receive a new determination of monetary eligibility.

{x endif}

{x if Msg12 = Y}

This statement includes two separate monetary determinations. The low monetary will be effective during the weeks of a Reasonable Assurance denial.

{x endif}

{x if AltMesg1 = Y}

Based on a review of the wages on file with the Division, you are not eligible for regular unemployment insurance benefits at this time because you have no wages during the alternate base period of your claim. You may reapply next quarter.

{x endif}

{x if AltMesg2 = Y}

Based on a review of the wages on file with the Division, you are not eligible for regular unemployment insurance benefits at this time because you have insufficient total wages during the alternate base period of your claim. You may reapply next quarter.

{x endif}

{x if AltMesg3 = Y}

Based on a review of the wages on file with the Division, you are not eligible for regular unemployment insurance benefits at this time because you have insufficient total wages during the alternate base period of your claim. You may reapply next quarter.

{x endif}

{x if AltMesg4 = Y}

Based on a review of the wages on file with the Division, you are not eligible for regular unemployment insurance benefits at this time because your high quarter

wages during the alternate base period are less than \$1,176.01. You may reapply next quarter.

{x endif}

{x if AltMesg5 = Y}

The Division is waiting to receive wages from your alternate base period. Once the wages are received, the Division will determine your monetary eligibility based upon the alternate base period. You will receive a monetary determination for the alternate base period.

{x endif}

{x if AltMesg6 = Y}

The Division is waiting to receive wage information regarding your alternate base period. Once the wage information is received, the Division will determine your monetary eligibility based upon your alternate base period wages. You will receive a monetary determination for the alternate base period.

The "total weekly amount" displayed above is the current amount of benefits payable to you based on the alternate base period. However this amount of benefits may change when the Division receives additional wage information

{x endif}

{x if Msg14 = Y}

The wages requested from another state cannot be added to this claim.

## Babel Notice

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# **EXHIBIT 2-F**



DIVISION OF UNEMPLOYMENT INSURANCE

1100 N. Eutaw Street  
Baltimore, Maryland 21201

&lt;&lt;&lt;mailing date&gt;&gt;&gt;

&lt;&lt;&lt;claimant ID&gt;&gt;&gt;

&lt;&lt;&lt;Claimant name&gt;&gt;&gt;

&lt;&lt;&lt;Claimant street address&gt;&gt;&gt;

&lt;&lt;&lt;Claimant city, state and zip code&gt;&gt;&gt;

### POST-APPEAL STATEMENT OF WAGES AND MONETARY DETERMINATION

Dear &lt;&lt;&lt;insert claimant's full name&gt;&gt;&gt;,

Based on a decision of the Lower Appeals Division, the Board of Appeals, or other higher appellate body, your monetary eligibility may have changed. The Maryland Division of Unemployment Insurance (the Division) has issued this determination to reflect your current monetary eligibility.

Regular unemployment insurance (UI) benefits are available to you for up to 26 times your Weekly Benefit Amount (WBA). The amount of benefits you may receive is based on the wages that were reported in your base period (outlined below).

Employer ID	Employer Name					Total Wages by Employer
			Quarterly Totals			Base Period Totals

The WBA for Regular UI is calculated based on the wages you earned during the base period. To be eligible for Regular UI benefits, you must have earned wages in at least two quarters in the standard or alternate base period. The standard base period is the first four of the last five completed quarters before the effective date of your claim. The alternate base period is the four most recently completed quarters. The WBA in Maryland ranges from a minimum of \$50 to a maximum of \$430.

The amounts below are payable if you are unemployed and meet all eligibility requirements.

Weekly Benefit Amount	Dependents Allowance	Total Weekly Amount	Maximum Benefit Amount	Effective Date	Benefit Year Ends	Determination Date

### Monetary Eligibility for Benefits

The amount of benefits you may receive is based on your wages outlined above. In general, your weekly benefit amount replaces 54% of your former gross wages, up to the maximum weekly benefit amount provided by law. The quarter you were paid the highest wages is used to determine your weekly benefit amount. For more information regarding Maryland UI benefits, including how your weekly benefit amount is determined, visit [www.MDunemployment.com](http://www.MDunemployment.com) and select the link for "Maryland Unemployment Insurance Claimant Guide."

### Notice of Right of Further Appeal/Petition for Review

CLAIMANT: This monetary determination is based on a decision of the Lower Appeals Division, the Board of Appeals, or other higher appellate body. Under Maryland law, you may have the right to appeal that decision. You should reference the notice of the decision you received from the Lower Appeals Division, the Board of Appeals, or other higher appellate body for information on the appeal process, including the deadline to file an appeal. Please note that this monetary determination is not appealable except through the appeal process described immediately above.

### Babel Notice

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# **EXHIBIT 2-G**

{stdDate\_MMddyyyy}

Claimant ID: {ClmtID}

{stdAddressLine1}

{stdAddressLine2}

{stdAddressLine3}

{stdAddressLine4}

{stdAddressLine5}

{stdAddressLine6}

### Notice of Proceeding Concerning Eligibility

Dear {Claimant Name}:

We are investigating your eligibility to receive Unemployment Insurance (UI) benefits. A proceeding has been scheduled to resolve the following issue(s):

<Insert issues to be resolved at the proceeding>

The proceeding has been scheduled for <date> at <time> and will be held <location or manner in which proceeding will be held>.

If the proceeding will be held by phone, we will make two attempts to reach you at the phone number we have on file for you. If you need to change the phone number we have on file for you, you can update your profile by accessing your BEACON portal, utilizing the mobile app, or calling a claims agent at (667) 207-6520.

You have the right to be present and may be represented by an attorney or other representative of your choosing. You may present and rebut evidence relating to the issues set out above. You may also make arguments and respond to arguments made relating to these issues. You may also cross-examine any person who participates in the proceeding and testifies or provides information relating to these issues. Finally, you will have the opportunity to examine all evidence relating to these issues that is before the Secretary, and all evidence on which the Secretary may rely in reaching a determination.

If you have questions regarding this notice, refer to the Maryland Unemployment Insurance Claimant Guide, which can be found at [mdunemployment.com](http://mdunemployment.com), or contact a claims agent at (667) 207-6520 or Maryland Relay 711 (deaf or hearing impaired).

## Babel Notice

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**重要須知！**本文件包含**重要資訊**，事關您的權利、責任，和／或福利。請您務必理解本文件所含資訊，而我們也將使用您偏好的語言，無償為您提供資訊。**請致電** (667) 207-6520 洽詢翻譯及理解本文件資訊方面的協助。

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# **EXHIBIT 2-H**

{stdDate\_MMddyyyy}

Claimant ID: {ClmtID}

{stdAddressLine1}

{stdAddressLine2}

{stdAddressLine3}

{stdAddressLine4}

{stdAddressLine5}

{stdAddressLine6}

## Notice of Proceeding Concerning Possible Benefit Overpayment

Dear {Claimant Name}:

We are investigating whether you received Unemployment Insurance (UI) benefits which you were not entitled to. A proceeding has been scheduled to resolve the following issues:

<Insert issues to be resolved at the proceeding>

The proceeding has been scheduled for <date> at <time> and will be held <location or manner in which proceeding will be held>.

If the proceeding will be held by phone, we will make two attempts to reach you at the phone number we have on file for you. If you need to change the phone number we have on file for you, you can update your profile by accessing your BEACON portal, utilizing the mobile app, or calling a claims agent at (667) 207-6520.

You have the right to be present and may be represented by an attorney or other representative of your choosing. You may present and rebut evidence relating to the issues set out above. You may also make arguments and respond to arguments made relating to these issues. You may also cross-examine any person who participates in the proceeding and testifies or provides information relating to these issues. Finally, you will have the opportunity to examine all evidence relating to these issues that is before the Secretary, and all evidence on which the Secretary may rely in reaching a determination.

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# **EXHIBIT 2-I**



DIVISION OF UNEMPLOYMENT INSURANCE

1100 N. Eutaw Street  
Baltimore, Maryland 21201

<<<mailing date>>>

<<<claimant ID>>>

<<<Claimant name>>>

<<<Claimant street address>>>

<<<Claimant city, state and zip code>>>

### BENEFIT OVERPAYMENT DETERMINATION

Dear {Claimant Name}:

We have determined that you received Unemployment Insurance (UI) benefits which you were not entitled to. This determination is based on the following facts, evidence, and reasoning:

<<<For most Overpayment Determinations -- Insert fact finding, where applicable, and Finding-Reasoning Text from related Nonmonetary Determination>>>

<<<For Overpayment Determinations when OP created by employer amending wages>>>  
The claimant filed a claim for benefits which was based, in part, on earnings from <Employer Name>. However, the claimant did not have earnings from this employer in the amount shown on the initial Statement of Wages and Monetary Eligibility. As a result, the reported wages have been amended by the employer and the Statement of Wages and Monetary Eligibility has been redetermined within the meaning of Section 8-803 of the Maryland Unemployment Insurance law.

The legal basis for this determination is the following:

<<<For most Overpayment Determinations -- Insert section of law and text of law from related Nonmonetary Determination>>>

<<<For Overpayment Determinations when OP created by employer amending wages>>>  
(a) Application of schedule of benefits. (1) To determine the weekly benefit amount to assign to a claimant in the schedule of benefits in subsection (b) of this seduction, the line in the schedule of benefits shall be located in which the high quarter wages in column (A) corresponded to wages that the claimant was paid for covered employment in the calendar quarter of the claimant's base period in which those wages were highest.

Determination Date	Week Overpaid	Overpaid Amount
{MM/DD/YYYY}	Week ending {MM/DD/YYYY}	\$ {Amount}
	Total:	\$ {Amount}

<<<The following section shall be included only if there is a determination that the overpayment resulted from fraud>>> Fraud: A false statement or failure to disclose a fact to receive or increase your benefits may constitute fraud under Maryland UI law. We have determined that you committed fraud because of the facts, evidence, and reasoning listed above. There will be a one-time fraud penalty of 15%. There will also be monthly fraud interest of 1.5% added to your debt. You will not receive any future benefits until you have repaid the overpayment, penalty, and interest. You will also be disqualified from receiving benefits for at least one year, depending on how many recent determinations of fraud you have.

Unless this overpayment determination is overturned on appeal or waived, you will be required to repay this amount of benefits and any additional fines, penalties, and interest. You do not need to repay these amounts while any timely appeal or waiver request is pending. Otherwise, if you do not repay the amount of benefits that were overpaid and any additional fines, penalties, and interest, then we will take legal action to collect the debt. If legal action is necessary and successful against you, the amount you owe will increase for any court costs and post-judgment interest provided. If not previously collected, this amount will be deducted from future UI benefits that you would otherwise be eligible to receive.

#### Repayment Agreements

If you are unable to repay the full amount of this overpayment at this time, you will be allowed to make monthly payments if you agree to a repayment agreement and payments are made as outlined in the agreement. If you wish to establish a repayment agreement,

logon to your BEACON Portal at <https://beacon.labor.md.gov/> and select the link for "Benefit Payment." If you are eligible for a repayment plan, there will be a link titled "Payment Plan." Each month you will receive a statement reflecting your monthly payments received prior to the 25<sup>th</sup> of the month, and your remaining balance.

You should make your check or money order payable to the DEPARTMENT OF LABOR, and mail your payments to P.O. Box 1931, Attention: Benefit Payment Control, Room 206, Baltimore, MD 21203-1931. To ensure proper credits to your account, please put your Claimant ID on all payments and correspondence.

IF YOUR ADDRESS CHANGES PLEASE, UPDATE YOUR PROFILE IMMEDIATELY:  
You can update your profile by accessing your BEACON portal, utilizing the mobile app, or calling a claims agent at (667) 207-6520.

### APPEAL RIGHTS

CLAIMANT: Section 8-809 of the Maryland Unemployment Insurance Law provides the right to appeal an overpayment determination if you disagree with the decision.

To file an appeal in your BEACON claimant portal, select "Correspondence" under "Your Options," then select "Search" on the "Criteria" section and "File Appeal" next to the correspondence/determination you wish to appeal.

To file an appeal in writing, please include (1) your name as it appears on the determination, (2) your Claimant ID number, (3) a telephone number where you can be reached, (4) the date of the determination that you are appealing, and (5) a brief statement of why you disagree with the determination that you are appealing. Send your appeal via mail, fax, or email to:

Maryland Department of Labor  
Lower Appeals Division  
2800 W. Patapsco Avenue  
Baltimore, MD 21230  
Fax: (410) 225-9781  
Email: [UILowerAppeals.Labor@maryland.gov](mailto:UILowerAppeals.Labor@maryland.gov)

The appeal must be received by {mail date + 30 CALENDAR days}. If the appeal is filed late, the Appeals Division will determine during the hearing whether the reason for the late filing is with good cause.

### Related Appealable Determinations

You may have already received an appealable monetary determination, nonmonetary determination, or appeal decision that is related to this overpayment. You should reference any such determination for information regarding the deadline in which to file an appeal of that determination. If you file an appeal in BEACON, you will be directed to a multi-appeals screen and any related appeals will be filed together. A timely appeal of an overpayment determination allows you to appeal any issue giving rise to the overpayment. A claimant who appeals a determination and remains unemployed or partially unemployed must continue to file timely weekly certifications for each week. No late weekly certifications will be accepted.

### Waiver of Overpayment

You may request a waiver of overpayment recovery by completing a waiver request form and submitting it to the Division of Unemployment Insurance within 30 calendar days of this notice. If you choose, you may both file an appeal and request a waiver, and the waiver request may not be interpreted to be an admission that you agree with the overpayment determination. A waiver of overpayment recovery may be approved when, in the judgment of the Department of Labor, you are without fault for the overpayment AND you lack the ability to pay now and in the foreseeable future, or are below the federal minimum poverty level and are likely to remain there for the foreseeable future. An overpayment attributed to a violation of the fraud provision of the Maryland UI Law CANNOT be waived or discharged by bankruptcy. An overpayment of Pandemic Unemployment Assistance benefits can be waived if the overpayment is not your fault and recovery of the overpayment would be against equity and good conscience. A request for waiver of recovery of an overpayment does NOT act as an appeal of the issue that caused the overpayment. The determination which caused an overpayment cannot be changed by the waiver process. See Appeal Rights above. To obtain the waiver request form, send an email to [ui.overpaymentinquiry@maryland.gov](mailto:ui.overpaymentinquiry@maryland.gov).

### Questions

If you have questions regarding your appeal rights or this overpayment, refer to the sections about overpayments in the Maryland Unemployment Insurance Claimant Guide, which can be found at [mdunemployment.com](http://mdunemployment.com), or contact a claims agent at (667) 207-6520 or Maryland Relay 711 (deaf or hearing impaired callers).

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# **EXHIBIT 2-J**

Mail Date: <Mail Date>

Claimant ID: <Claimant ID>

{stdAddressLine1}

{stdAddressLine2}

{stdAddressLine3}

{stdAddressLine4}

{stdAddressLine5}

{stdAddressLine6}

## **Recommendation of Denial of Overpayment Waiver Request**

Dear {ClaimantName}:

This letter concerns your request for the Maryland Department of Labor (the "Department") to waive recovery of your overpayment of unemployment insurance benefits. The Department is required by law to adhere to strict guidelines when determining whether to recommend waiver of recovery of an overpayment.

Based on applicable law and the information you provided in support of your request, **the Department is recommending that your request for a waiver be denied due to the following:**

{Reason(s) for Intent to Deny -- choose one or more} :

<Your request for a waiver is considered untimely, without good cause.>

<You were at fault for the overpayment due to misreporting wages and/or earnings, or job separation or other information.>

<Your income and/or demonstrated earning ability proves that you are employable and therefore capable of repaying this debt in the foreseeable future.>

<Your income is not likely to be below the federal minimum poverty level nor likely to remain there for the foreseeable future.>

<The repayment of federal benefits would not be contrary to equity and good conscience as required by federal law because you have not demonstrated financial hardship, that recovery would be unconscionable under the circumstances, or that you relied on the benefits to your detriment.>

<Your overpayment is determined to have been the result of claimant fraud.>

You may request reconsideration of this decision from the Department within 15 calendar days from the date of this letter. If the 15th calendar day falls on a Saturday, Sunday, or federal holiday, then the last day of the deadline is the next business day. You have the right to provide additional information if you believe that information supports your request for a waiver. This additional information must be in writing and must include:

1. Your name as it appears on this document;
2. Your claimant ID number or the last four digits of your social security number;
3. The date on the top of this document; and,
4. A brief statement of additional information that you believe supports your request for a waiver, including any new supporting documentation.

This additional information must be received by {mail date + 15 CALENDAR days}. **Please send this information to:**

**Maryland Department of Labor**

**Benefit Control Unit**

**1100 N. Eutaw Street, Room 206**

**Baltimore, MD 21201**

A reconsideration hearing request by phone can be scheduled by contacting the Department at 410-767-2404. Do not miss your hearing date! Whether your hearing is by phone, video, or in person, it is important to be prepared and know what to expect as your scheduled hearing may last up to 30 minutes. Your reconsideration request must be submitted before the deadline. If you do not respond within fifteen (15) calendar days of the date of this letter, a recommendation will be made to deny your overpayment waiver request based on the current information provided in your request.

An application for waiver of an overpayment does not act as an appeal of the issue that caused the overpayment; instead, it is simply a request to be excused from having to repay the overpaid benefits, even if the overpayment was correct. The determination which created the overpayment cannot be reversed by the waiver process. If you believe that the overpayment determination itself was incorrect, you can appeal it by following the instructions on the overpayment determination notice. You have the right to appeal the overpayment determination and request a waiver at the same time.

Under current regulations issued by the U.S. Department of Labor, the overpaid claimant shall have the burden of proving the right to a waiver.

contact a Benefit Payment Control representative to arrange a payment plan at (410) 767-2404.

### **Questions**

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# **EXHIBIT 2-K**

Mail Date: <Mail Date>

Claimant ID: <Claimant ID>

{stdAddressLine1}

{stdAddressLine2}

{stdAddressLine3}

{stdAddressLine4}

{stdAddressLine5}

{stdAddressLine6}

## **Denial of Overpayment Waiver Request**

Dear {ClaimantName}:

This letter concerns your request for the Maryland Department of Labor (the “Department”) to waive recovery of your overpayment of unemployment insurance benefits. The Department is required by law to adhere to strict guidelines when determining whether to waive recovery of an overpayment.

Based on applicable law and the information you provided in support of your request, **your request for a waiver is denied** due to the following:

{Reason(s) -- choose one or more} :

<Your request for a waiver is considered untimely, without good cause.>

<Your income and/or demonstrated earning ability proves that you are employable and therefore capable of repaying this debt in the foreseeable future.>

<Your income is not likely to be below the federal minimum poverty level nor likely to remain there for the foreseeable future.>

separation or other information.>

<The repayment of federal benefits would not be contrary to equity and good conscience as

required by federal law because you have not demonstrated financial hardship, that recovery would be unconscionable under the circumstances, or that you relied on the benefits to your detriment..>

<Your overpayment is determined to have been the result of claimant fraud.>

<Your overpayment is over 1 year old and is not pending appeal.>

### **APPEAL RIGHTS**

You have the right to appeal the denial of your waiver request. Please note that an application for waiver of an overpayment does not act as an appeal of the issue that caused the overpayment; instead, it is simply a request to be excused from having to repay the overpaid benefits, even if the overpayment was correct. The determination which created the overpayment cannot be reversed by the waiver process. If you believe that the overpayment determination itself was incorrect, you can appeal it by following the instructions on the overpayment determination notice. You have the right to appeal the overpayment determination and request a waiver at the same time.

Your request for an appeal of the denial of your waiver request must be in writing and must include:

1. Your name as it appears on the determination;
2. Your Claimant ID number or the last four digits of your social security number;
3. The date of the determination which is being appealed; and,
4. A brief statement of why you disagree with the denial of your waiver request.

The appeal must be received by {mail date + 30 **CALENDAR** days}. If the appeal is filed late, the Appeals Division will determine, during the hearing, if the reason for the late filing is with good cause. **To file an appeal, please send your request via mail, fax, or email to:**

**Maryland Department of Labor  
Lower Appeals Division  
2800 W. Patapsco Avenue  
Baltimore, MD 21230  
Fax: (410) 225-9781  
Email: [UILowerAppeals.Labor@maryland.gov](mailto:UILowerAppeals.Labor@maryland.gov)**

The Department understands that repayment of the overpayment may be difficult in your current circumstances. If you wish to arrange a repayment schedule, contact the Benefit Payment



Control Unit at (410) 767-2404. Please note that if you are currently eligible for UI benefits, those benefits will be applied to any outstanding overpayment amount.

### **Questions**

If you have questions regarding your appeal rights or this notice, refer to the Maryland Unemployment Insurance Claimant Guide, which can be found at [mdunemployment.com](http://mdunemployment.com), or contact a claims agent at (667) 207-6520 or Maryland Relay 711 (deaf or hearing impaired callers).

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귀하가 본 문서에 있는 정보를 이해하는 것은 대단히 중요하며, 귀하가 원하는 언어로 정보를 제공받으실 수 있습니다. **(667) 207-6520 로 전화**하여 본 문서에 있는 정보의 번역 및 이해를 위해 도움받으시길 바랍니다.

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# **EXHIBIT 2-L**

Mail Date: {stdMailingDate\_MMddyyyy}

Claimant ID: {stdClaimantID}

{stdAddressLine1}

{stdAddressLine2}

{stdAddressLine3}

{stdAddressLine4}

{stdAddressLine5}

{stdAddressLine6}

## Pandemic Unemployment Assistance

### Eligibility Determination and Statement of Wages and Net Income

Base Period: Calendar Year 2019

Program: Pandemic Unemployment Assistance

Dear {stdClaimantFullName}:

We have determined that you are eligible for Pandemic Unemployment Assistance (PUA) benefits. PUA is a temporary federal program that provides benefits to individuals who are not eligible for regular unemployment compensation or extended benefits under state or Federal law or pandemic emergency unemployment compensation. PUA ELIGIBILITY DETERMINATION

You are eligible for PUA because you are not receiving sick leave or other paid leave benefits for the same as your customary pay and you:

1. Are ineligible for regular compensation or extended benefits under State and federal law;
2. Have self-certified that you are unemployed, partially unemployed, unable to work, or unavailable for work due to a reason directly related to COVID-19; or
3. Do not have the ability to telework for your normal pay.

Here are your next steps:

1. To receive benefits, file all of your Claim Certifications.
2. Once you file your first Claim Certification, you will receive Notice of First Benefit Payment Processing.

#### STATEMENT OF WAGES AND NET INCOME

The amount of benefits you will receive is based on your wages, earnings, or net income outlined below. There is no minimum monetary requirement for an individual to be eligible

for PUA benefits. However, your base period wages and income are considered when calculating the weekly benefit amount (WBA).

		2019	
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Employer Number	Employer Name	Jan. 01 – Mar. 31	Apr. 01 – Jun. 30	Jul. 01 – Sept. 30	Oct. 01 – Dec. 31	Total Wages
{employer no.}	{employer name}	{prior year qt1 wages}	{prior year qt2 wages}	{prior year qt3 wages}	{prior year qt4 wages}	{total wages}
			Quarterly Totals			Base Period Totals

Self-Employment, Independent Contractor, Gig Workers	2019			Total Income
Other reported income	{TotalIncome}			{TotalIncome}
		Quarterly Totals		Total of Income

Please ensure that your employment and net income information above is correct. If any of the above information is incorrect, please upload documentation supporting the correct information to your claimant portal by {MailingDate+21 calendar days}. If you have provided proof of CY2019 or CY2020 wages or net income, we will review your documentation and

determine your weekly benefit amount. Until a determination is made, you will receive whichever is greater—the record of wages/income already on file or the minimum PUA WBA.

Acceptable documentation of proof of earnings or self-employment net income paid during the calendar year 2019 includes, but is not limited to, W-2s, employer letters, Form 1099, Schedule K-1, Summary of Quarterly Payments, State agency wage records, pay check stubs, bank receipts, business records, ledgers, contracts, invoices, tax returns, and billing statements.

Failure to ensure that the information is correct could result in an underpayment of benefits or an overpayment of benefits. Overpaid benefits must be repaid unless waived.

This Statement of Wages, Earnings or Net Income is considered final if you do not correct the information by {MailingDate+21} calendar days} and IS APPEALABLE.

### YOUR PUA WEEKLY BENEFIT AMOUNT (WBA)

Your PUA WBA is equal to the WBA authorized under Maryland state UI law. In no case will the amount be less than \$176, as described in 20 C.F.R § 625.6. For individuals without reported wages sufficient to establish a WBA, the WBA will be calculated according to processes for DUA benefits set out in 20 C.F.R. § 625.6. Additionally, wages and income, including from telework, paid sick leave, or other paid leave benefits, may be deducted from your benefits in accordance with the income restrictions set out in 20 C.F.R. § 625.13. You will receive an additional \$600 weekly payment under the Federal Pandemic Unemployment Compensation program (FPUC) each week that you are eligible for benefits for the weeks ending April 4, 2020 to July 25, 2020; and an additional \$300 weekly payment under the FPUC program for each week that are eligible for benefits for the weeks ending January 2, 2021, to September 4, 2021.

Basic Weekly Benefit Amount	Dependent's Allowance	Total PUA Weekly Amount	FP UC Amount	Effective Date of Claim	Benefit Year Ends	Eligibility Determination Date
{WBAAmount}	{DAAmount}	{Total_PUA_Weekly_Amount}	\$600	{Effective_Date_of_Claim}	{Benefit_Year_Ends}	{Eligibility_Determination_Date}

### Monetary Eligibility for Benefits

The amount of benefits you may receive is based on your wages or income outlined above. In general, your weekly benefit amount replaces 54% of your former income up to the maximum weekly benefit amount provided by law. The quarter in which you received the highest income is used to determine your weekly benefit amount. For more information regarding Maryland UI Benefits, including how your weekly benefit amount is determined, visit [MDunemployment.com](http://MDunemployment.com) and select the link for the "Maryland Unemployment Insurance Guide" or contact a claims agent at (667) 207-6520 or Maryland Relay 711 (deaf or hearing impaired callers).

### Filing a Dispute of your Monetary Eligibility

THE DEADLINE TO FILE A TIMELY DISPUTE IS: {DISPUTE\_DT}

Please ensure that your employment, wage, and income information above is correct. If any of the above information is incorrect, please file a dispute by calling the agency as soon as possible. The agency can typically resolve issues quickly with additional provided information or documentation. If you file a dispute, the Division will send you confirmation that you have initiated a dispute of your monetary determination. Failure to ensure that the information is correct could result in an underpayment of benefits or an overpayment of benefits. Overpaid benefits must be repaid unless waived. You must be able to provide proof of wages and income (pay stubs, W2, employer letter, Form 1099, Schedule K-1, etc.) when requested. Late disputes will not be accepted. This document is considered final if you do not correct the information by the deadline. This notice only provides you with your potential eligibility for benefits. You must satisfy all Maryland UI requirements to receive benefit payments.

If you are unsatisfied with the informal dispute resolution process or its result, you may at any point contact an MDOL agent at the number below to ask for an appealable determination. MDOL will then promptly issue an appealable determination.

### To Dispute The Information On This Form Call Customer Service

667-207-6520

Hearing impaired? Contact Maryland Relay 711

### Questions

If you have questions regarding your appeal rights or this notice, refer to the Maryland Unemployment Insurance Claimant Guide, which can be found at [mdunemployment.com](http://mdunemployment.com), or contact a claims agent at (667) 207-6520 or Maryland Relay 711 (deaf or hearing impaired callers).

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# **EXHIBIT 2-M**

Mail date: {stdMailingDate\_MMddyyyy}

Claimant ID: {stdClaimantID}

- {x stdAddressLine1}
- {x stdAddressLine2}
- {x stdAddressLine3}
- {x stdAddressLine4}
- {x stdAddressLine5}
- {x stdAddressLine6}

## Pandemic Unemployment Assistance (PUA)

### Eligibility Determination

Base Period: 2019

Program: Pandemic Unemployment Assistance

Dear {stdClaimantFullName}:

We have received your BEACON Benefits application and determined that you are ineligible for Pandemic Unemployment Assistance (PUA) benefits. PUA is a temporary federal program that provides benefits to individuals who are not eligible for regular unemployment compensation or extended benefits under state or Federal law or pandemic emergency unemployment compensation.

#### PUA ELIGIBILITY DETERMINATION

You are ineligible for PUA pursuant to the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) of 2020, Pub. L. No. 116-136, because you: <select one of the following four options:

1. are eligible for regular compensation or extended benefits under State or Federal law;
2. have not self-certified that you are unemployed, partially unemployed, unable to work, or unavailable for work due to a reason directly related to COVID-19;
3. have the ability to telework with your normal pay; or
4. are receiving sick leave or other paid leave benefits for the same as your normal work week.>

## APPEAL RIGHTS

To file an appeal, check ☐ Yes I want to appeal this determination.

Provide a brief reason for your appeal (you may attach a longer explanation or other relevant documents): \_\_\_\_\_

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Signature \_\_\_\_\_ Date \_\_\_\_\_

Last 4 digits of your Social Security Number: \_\_\_\_\_

## APPEAL RIGHTS

CLAIMANT: You have the right to appeal this determination if you disagree with the decision. Your request for an appeal must be in writing and must include:

1. Your name as it appears on the determination;
2. Your Claimant ID number or the last four digits of your social security number;
3. The date and title of the determination which is being appealed; and,
4. A brief statement of why you disagree with the determination being appealed.

The appeal must be received by {mail date + 15 CALENDAR days}. If the appeal is filed late, the Appeals Division will determine, during the hearing, if the reason for the late filing is with good cause. To file an appeal, please send your request via your claimant portal, mail, fax, or email to:

Maryland Department of Labor  
Lower Appeals Division  
2800 W. Patapsco Avenue  
Baltimore, MD 21230  
Fax: (410) 225-9781  
Email: [UILowerAppeals.Labor@maryland.gov](mailto:UILowerAppeals.Labor@maryland.gov)  
Claimant Portal: <https://beacon.labor.md.gov/claimant>

## Questions

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# **EXHIBIT 2-N**



DIVISION OF UNEMPLOYMENT INSURANCE

1100 N. Eutaw Street

Baltimore, Maryland 21201

<<<mailing date>>>

<<<claimant ID>>>

<<<Claimant name>>>

<<<Claimant street address>>>

<<<Claimant city, state and zip code>>>

CONFIRMATION OF DISPUTE REGARDING MONETARY  
DETERMINATION

Dear <<<insert claimant's full name>>>,

This notice serves as confirmation that you filed a dispute on {date field} of your Initial Statement of Wages and Monetary Determination (Monetary Determination) issued on {date field}.

Maryland Division of Unemployment Insurance (the Division) staff are currently working to resolve your dispute.

If you disagree with the outcome of the dispute process, you may request an appealable determination. Any appeal must be filed within fifteen (15) days after the date of that appealable determination. You do not have to wait for resolution of this dispute process to request to file an appeal of your Initial Monetary Determination. However, please note that the Division may not work to resolve your dispute while any appeal of your Initial Monetary Determination is pending.

To request an appealable determination, please call a claims agent at 667-207-6520 during our normal business hours (8:00 a.m. to 4:00 p.m., Monday through Friday). Please check the Division website for updates to claims agent hours.

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MDunemployment.com | 667-207-6520 | www.labor.maryland.gov/UIHelp

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LARRY HOGAN, GOVERNOR | BOYD K. RUTHERFORD, LT. GOVERNOR | TIFFANY P. ROBINSON,  
SECRETARY