IN THE IOWA ADMINISTRATIVE HEARINGS DIVISION
UNEMPLOYMENT INSURANCE APPEALS BUREAU

LEANN M MCVAY Claimant **CARE INITIATIVES** Employer	**APPEAL NO. 24A-UI-04224-JT-T** **ADMINISTRATIVE LAW JUDGE DECISION** **OC: 03/17/24** **Claimant: Respondent (2)**

Iowa Code Section 96.5(2)(a) & (d) – Discharge for Misconduct
Iowa Code Section 96.3(7) - Overpayment

STATEMENT OF THE CASE:

On April 29, 2024, the employer filed a timely appeal from the April 17, 2024 (reference 03) decision that allowed benefits to the claimant, provided the claimant met all other eligibility requirements, and that held the employer's account could be charged for benefits, based on the deputy's conclusion the claimant was discharged on March 14, 2024 for no disqualifying reason. After due notice was issued, a hearing was held on May 14, 2024. Leann McVay (claimant) participated. Leslie Buhler of Equifax represented the employer and presented testimony through witnesses Lisa Durnell, Tina Killian and Cassie Olson. Exhibits 1, 2, 4 and 5 were received into evidence. Exhibit 3 was not admitted into evidence. The administrative law judge took official notice of the following IWD records: DBRO and KFFV. The administrative law judge took official notice of the fact-finding materials for the limited purpose of determining whether the employer participated in the fact-finding interview and, if not, whether the claimant engaged in fraud or intentional misrepresentation in connection with the fact-finding interview.

ISSUES:

Whether the claimant was discharged for misconduct in connection with the employment.
Whether the claimant was overpaid benefits.
Whether the claimant must repay overpaid benefits.
Whether the employer's account may be charged.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds:

Leann McVay, L.P.N. was employed by Care Initiatives, d/b/a Affinicare, as a "casual status" (PRN) Staffing Licensed Practical Nurse until March 18, 2024, when the employer discharged her from the employment. Ms. McVay began her employment in March 2022 and last performed work for the employer on March 14, 2024. Ms. McVay generally worked full-time hours. Tinal Killian, Affinicare Director of Staffing, and Madi Bittner, Scheduling Manager, were Ms. McVay's

supervisors. Ms. McVay was expected to respect management authority at the long-term care facilities where she performed her work duties.

At the start of the employment, the employer provided the claimant an employee handbook and had Ms. McVay acknowledge the handbook and a separate mission and core values statement. The Core Values included the following policies:

> Be KIND AND HONEST
> Demonstrate compassion, integrity, respect and dignity in all interactions.
>
> SERVE OTHERS
> Compassionately serve others and their needs as defined by them.

Toward the end of the employment, Ms. McVay performed her duties at Avoca Specialty Care, a Care Initiatives long-term care facility. Cassie Olson is Director of Nursing at Avoca Specialty Care.

The conduct that triggered the discharge occurred between March 13 and 15, 2024 at Avoca Specialty Care and involved multiple matters. During that period, a resident's daughter contacted Ms. Olson to express dissatisfaction with the care Ms. McVay was providing to the resident. The resident had a urinary tract infection, had been on antibiotics, and was experiencing pain and itching. After the resident's daughter spoke with Ms. Olson, Ms. Olson spoke with Ms. McVay regarding the resident's care. Ms. Olson told Ms. McVay to call the resident's doctor. Ms. McVay responded that there was no need to call the doctor, that the resident was "drug-seeking," that all the resident wanted was a pain medicine, and that the doctor was not going to give that to her. Ms. Olson reminded Ms. McVay that such decisions were for the medical provider to make, not the nursing staff. Ms. Olson asked Ms. McVay whether she had checked the resident for signs of a yeast infection. Ms. McVay replied that she was "not doing that." However, making such assessments was part of Ms. McVay's nursing duties. Ms. McVay there after complied with Ms. Olson's directive to call the resident's doctor, but did not comply with the directive to make the assessment. The doctor ordered an anti-fungal medication to address the resident's discomfort.

Within 15 minutes of Ms. Olson's discussion with Ms. McVay, the resident's daughter again contacted Ms. Olson. The resident's daughter was at this time extremely upset and crying. The resident's daughter reported that she had gone to the nurses' station to ask Ms. McVay whether she had contacted the doctor and what the doctor had said. The resident's daughter reported that Ms. McVay was unkind and rolled her eyes at the resident's daughter. The resident's daughter said she did not want Ms. McVay to ever care for her mother again or to ever contact the resident's daughter again. During Ms. McVay's encounter with the resident's daughter, Ms. McVay told the resident's daughter about the doctor's order. Ms. McVay had again contacted the medical provider. The medical provider indicated they were not going to order a pain medication for a yeast infection. When Ms. McVay conveyed this information to the resident's daughter, the resident's daughter stated she did not want Ms. McVay to care for her mother again and to not speak with her again. The resident's daughter filed a grievance with Avoca Specialty Care regarding Ms. McVay's conduct.

During the same period at the end of Ms. McVay's employment, another resident went to Ms. Olson's office in an upset state to complain about the care Ms. McVay provided the resident. This resident suffers from chronic pain. The resident's medical provider had recently switched the resident's pain medication from an oral narcotic to a medicated patch. The provider notified the nursing staff that it would take a few days for the medication in the patch to

reach its full effect and that the resident might experience increased pain during that time. The nursing staff were to administer a "scheduled Tylenol" during this period. When the resident contacted Ms. Olson, the resident stated that she was in unbearable pain and that she could not sleep. Ms. Olson observed the resident was in tears and in obvious pain. Ms. Olson spoke to Ms. McVay regarding the resident's pain. Ms. Olson asked Ms. McVay whether she had contacted the provider regarding the resident's pain. Ms. McVay replied that the resident was "a junkie," just wanted pain medication, and that the doctor was not going to give her anything else. Ms. Olson asked Ms. McVay to call the doctor to see what they could do for the resident.

An hour later, the resident returned to speak with Ms. Olson. The resident stated she could not deal with Ms. McVay, that Ms. McVay did not believe the resident's pain complaint. The resident stated she could not continue with the degree of pain. Ms. Olson again spoke with Ms. McVay regarding the resident's pain. Ms. Olson asked Ms. McVay whether she had called the doctor. Ms. McVay replied that she had not called the doctor. Ms. Olson told Ms. McVay that she must call the doctor and advocate for the resident. A short while later, Ms. McVay reported to Ms. Olson that she had called the resident's doctor's office, but that the resident's doctor was out of the office and would not be back for a few days. When Ms. Olson asked who the on-call doctor was, Ms. McVay said did not know. Despite knowing that the resident's doctor would be unavailable for a few days, and that another provider would be covering for that doctor, Ms. McVay had limited her effort on behalf of the resident to leaving a message for the resident's specific doctor. Ms. McVay had not asked the doctor's office who was covering for the absent doctor.

About 30 minutes later, the resident again appeared at the leadership offices. The resident was upset and crying. The resident pleaded with Ms. Olson not to have Ms. McVay care for her any further. The resident said that Ms. McVay had caused her a great deal of stress and that the resident felt she was about to have panic attack. Ms. Olson recognized that this behavior was not normal for this resident. The resident told Ms. Olson that she had called her doctor's office and made an appointment, but that she was not sure she could wait until her regular doctor returned. Ms. Olson then called the doctor's office and spoke to a doctor who ordered an increase in the dosage of medication delivered by the patch. The resident filed a formal grievance with Ms. Olson regarding Ms. McVay's conduct.

During this same period toward the end of the employment, a permanent overnight nurse at Avoca Specialty Care reported to Ms. Olson and to the facility administrator that Ms. McVay had thrown a set of tube feeding connectors at the nurse and had asked the nurse if she was "f**king blind or what" after the nurse told Ms. McVay that she had been unable to locate a new tube feeding connector to replace a clogged connector. When Ms. Olson spoke to Ms. McVay regarding the incident, Ms. McVay denied she had thrown the connectors or made the utterance. Ms. McVay told the employer that another nurse had been present and asked the employer to contact that other nurse. Ms. Olson declined the request.

During this same period toward the end of the employment, a Certified Nursing Assistant approached Ms. McVay to relay information about a resident at a time when Ms. McVay was speaking with Ms. Olson. Ms. Olson observed that Ms. McVay abruptly cut-off the CNA and said, "I already know that." Once Ms. McVay left the area, the CNA returned to tell Ms. Olson that the response Ms. Olson observed Ms. McVay provide represented Ms. McVay's usual tone and demeanor when interacting with the CNA.

On March 15, 2024, the Regional Director of Operations, the facility Administrator, and Ms. Olson reported the above concerns to Tina Killion, Affinicare Director of Staffing.

Though the recent conduct at Avoca Specialty Care triggered the discharge, the employer had earlier unrelated concerns that had result in written discipline. In February 2024, Ms. Bittner issued a reprimand to Ms. McVay in response to complaints made by Atlantic Specialty Care. The complaints included an allegation that Ms. McVay sat in the Director of Nurses chair for an hour while she was on the clock, along with an allegation of poor demeanor toward CNAs and being unavailable to the CNAs. Ms. McVay electronically signed to acknowledge the written discipline. In September 2022, Ms. Killian issued a written discipline in response to Ms. McVay using her cell phone during work hours, having her protective mask down while at the nurses' station, and not assisting aides with resident care. Ms. McVay electronically signed to acknowledge the written discipline.

Ms. McVay established an original claim for benefits that that was effective March 17, 2024. Iowa Workforce Development paid Ms. McVay $841.00 in benefits for the two-week period of March 17, 2024 through March 30, 2024. Care Initiatives is a base period employer and was charged for benefits in connection with the claim.

On April 15, 2024, Iowa Workforce Development held a fact-finding interview that addressed Ms. McVay's discharge from the employment. The parties were properly notified of the fact-finding interview. Prior to the fact-finding interview, Lisa Durnell, Senior Unemployment Insurance Consultant with Equifax, notified Iowa Workforce Development that she would represent the employer at the fact-finding interview. Ms. Durnell lacked any personal knowledge regarding Ms. McVay's employment. Ms. Durnell's participation in the fact-finding interview call was limited to directing the IWD deputy to the SIDES protest and attachments. The SIDES protest attachments were the same exhibits the employer submitted for the appeal, including the lengthy narrative concerning the final incidents that triggered the discharge. See Exhibit 1. The SIDES protest included Ms. McVay's job title, dates of employment, the discharge date, and an indication that Ms. McVay had been discharged for failure to follow instructions, policy and/or contract. The SIDES protest included a brief narrative indicating that Ms. McVay was discharged for violation of a reasonable and known company policy regarding rudeness to customers, that the Director of Nursing and CNAs had observed the conduct, that the conduct violated the Core Values regarding kindness, honest and serving others, and that Ms. McVay had verbally denied the allegations and refused to sign the written reprimand. The SIDEs protest included brief narratives regarding the period written discipline.

Ms. McVay participated in the fact-finding interview by providing a verbal statement to the IWD deputy as follows:

> I was discharged by Tina Killian, administrator on 3.14.24.
>
> The reason given for discharge was that I [threw] a bag at a nurse and said here you go you f**king idiot, I refused to call a provider for a resident, and a family member said I gave them a look.
>
> I did not do any of these things. I did not tell the nurse that, I told her that [there] were [bags] in the room and there was another nurse standing there and I said to ask her what I said and they said they were not going to do that.
>
> The R.D.O. [Regional Director of Operations] that was working there made the report but I don't know why she would say those things. I told her to check the charting as I was the one that called the provider. The R.D.O. said she was not going to do that. The R.D.O. has done this with another nurse.

No writtens given and I was just fired for these reasons.

REASONING AND CONCLUSIONS OF LAW:

Iowa Code section 96.5(2)(a) and (d) provides as follows:

> 2. Discharge for misconduct. If the department finds that the individual has been discharged for misconduct in connection with the individual's employment:
>
> a. The disqualification shall continue until the individual has worked in and has been paid wages for insured work equal to ten times the individual's weekly benefit amount, provided the individual is otherwise eligible.
> …
> d. For the purposes of this subsection, "misconduct" means a deliberate act or omission by an employee that constitutes a material breach of the duties and obligations arising out of the employee's contract of employment. Misconduct is limited to conduct evincing such willful or wanton disregard of an employer's interest as is found in deliberate violation or disregard of standards of behavior which the employer has the right to expect of employees, or in carelessness or negligence of such degree of recurrence as to manifest equal culpability, wrongful intent or evil design, or to show an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to the employer. Misconduct by an individual includes but is not limited to all of the following:
>
> > …
> > (2) Knowing violation of a reasonable and uniformly enforced rule of an employer.
> > …

See also Iowa Admin. Code r. 871-24.32(1)(a) (duplicating the text of the statute).

The employer has the burden of proof in this matter. See Iowa Code section 96.6(2). Misconduct must be substantial in order to justify a denial of unemployment benefits. Misconduct serious enough to warrant the discharge of an employee is not necessarily serious enough to warrant a denial of unemployment benefits. See *Lee v. Employment Appeal Board*, 616 N.W.2d 661 (Iowa 2000). The focus is on deliberate, intentional, or culpable acts by the employee. See *Gimbel v. Employment Appeal Board*, 489 N.W.2d 36, 39 (Iowa Ct. App. 1992).

While past acts and warnings can be used to determine the magnitude of the current act of misconduct, a discharge for misconduct cannot be based on such past act(s). The termination of employment must be based on a current act. See Iowa Admin. Code r.871 24.32(8). In determining whether the conduct that prompted the discharge constituted a "current act," the administrative law judge considers the date on which the conduct came to the attention of the employer and the date on which the employer notified the claimant that the conduct subjected the claimant to possible discharge. See also *Greene v. EAB*, 426 N.W.2d 659, 662 (Iowa App. 1988).

Allegations of misconduct or dishonesty without additional evidence shall not be sufficient to result in disqualification. If the employer is unwilling to furnish available evidence to corroborate the allegation, misconduct cannot be established. See 871 IAC 24.32(4).

Continued failure to follow reasonable instructions constitutes misconduct. See *Gilliam v. Atlantic Bottling Company*, 453 N.W.2d 230 (Iowa App. 1990). An employee's failure to perform a specific task may not constitute misconduct if such failure is in good faith or for good cause.

See *Woods v. Iowa Department of Job Service*, 327 N.W.2d 768, 771 (Iowa 1982). The administrative law judge must analyze situations involving alleged insubordination by evaluating the reasonableness of the employer's request in light of the circumstances, along with the worker's reason for non-compliance. See *Endicott v. Iowa Department of Job Service*, 367 N.W.2d 300 (Iowa Ct. App. 1985).

An employer has the right to expect decency and civility from its employees and an employee's use of profanity or offensive language in a confrontational, disrespectful, or name-calling context may be recognized as misconduct disqualifying the employee from receipt of unemployment insurance benefits. *Henecke v. Iowa Department of Job Service*, 533 N.W.2d 573 (Iowa App. 1995). Use of foul language can alone be a sufficient ground for a misconduct disqualification for unemployment benefits. *Warrell v. Iowa Dept. of Job Service*, 356 N.W.2d 587 (Iowa Ct. App. 1984).

The weight of the evidence in the record establishes a discharge for misconduct in connection with the employment. The evidence establishes that Ms. McVay knowing and intentionally violated the employer's reasonable and uniformly enforced Core Values policies that required Ms. McVay to demonstrate kindness, compassion, integrity, respect and dignity in all interactions, including demonstrating compassion when serving the needs of residents in her care, the family members of residents, and her colleagues. With regard to the first resident, Ms. McVay demonstrated callous disregard for the resident's care, the resident's concerns and the resident's daughter's concerns by discounting the legitimacy of the concerns raised, by negatively characterizing the resident as "drug-seeking," by unreasonably refusing to assess the resident's condition when reasonably directed by Ms. Olson, and by balking about contacting the resident's doctor until compelled by Ms. Olson to contact the provider. With regard to the second resident, Ms. McVay again demonstrated callous disregard for the resident's care and pain, by discounting the legitimacy of the concern raised, by negatively and offensively characterizing the resident as "a junkie," by delaying contact with the resident's doctor until compelled to by Ms. Olson, and then by purposely taking ineffectual steps to contact a care provider. In both instances, Ms. McVay chose to impose herself as an obstacle to the resident receiving kind, compassionate, respectful care. With regard to both residents, Ms. McVay's words or actions demonstrated unreasonable refusal to comply with a reasonable employer directive. The additional complaints made by the night nurse and one or more CNAs were consistent with the pattern of conduct and indicated additional violations of the same employer policies. Ms. McVay is disqualified for benefits until she has worked in and been paid wages for insured work equal to 10 times her weekly benefit amount. Ms. McVay must meet all other eligibility requirements.

Iowa Code section 96.3(7) provides in relevant part as follows:

> 7. Recovery of overpayment of benefits.
> a. If an individual receives benefits for which the individual is subsequently determined to be ineligible, even though the individual acts in good faith and is not otherwise at fault, the benefits shall be recovered. The department in its discretion may recover the overpayment of benefits either by having a sum equal to the overpayment deducted from any future benefits payable to the individual or by having the individual pay to the department a sum equal to the overpayment.
>
> b. (1)
>
> (a) If the department determines that an overpayment has been made, the charge for the overpayment against the employer's account shall be removed and the account shall be credited with an amount equal to the overpayment from

> the unemployment compensation trust fund and this credit shall include both contributory and reimbursable employers, notwithstanding section 96.8, subsection 5. The employer shall not be relieved of charges if benefits are paid because the employer or an agent of the employer failed to respond timely or adequately to the department's request for information relating to the payment of benefits. This prohibition against relief of charges shall apply to both contributory and reimbursable employers. If the department determines that an employer's failure to respond timely or adequately was due to insufficient notification from the department, the employer's account shall not be charged for the overpayment.
> (b) However, provided the benefits were not received as the result of fraud or willful misrepresentation by the individual, benefits shall not be recovered from an individual if the employer did not participate in the initial determination to award benefits pursuant to section 96.6, subsection 2, and an overpayment occurred because of a subsequent reversal on appeal regarding the issue of the individual's separation from employment.

Iowa Administrative Code rule 87124.10(1) and (4), regarding employer participation in fact-finding interviews, provides as follows:

> Employer and employer representative participation in fact-finding interviews.
> 24.10(1) "Participate," as the term is used for employers in the context of the initial determination to award benefits pursuant to Iowa Code section 96.6, subsection 2, means submitting detailed factual information of the quantity and quality that if unrebutted would be sufficient to result in a decision favorable to the employer. The most effective means to participate is to provide live testimony at the interview from a witness with firsthand knowledge of the events leading to the separation. If no live testimony is provided, the employer must provide the name and telephone number of an employee with firsthand information who may be contacted, if necessary, for rebuttal. A party may also participate by providing detailed written statements or documents that provide detailed factual information of the events leading to separation. At a minimum, the information provided by the employer or the employer's representative must identify the dates and particular circumstances of the incident or incidents, including, in the case of discharge, the act or omissions of the claimant or, in the event of a voluntary separation, the stated reason for the quit. The specific rule or policy must be submitted if the claimant was discharged for violating such rule or policy. In the case of discharge for attendance violations, the information must include the circumstances of all incidents the employer or the employer's representative contends meet the definition of unexcused absences as set forth in 871—subrule 24.32(7). On the other hand, written or oral statements or general conclusions without supporting detailed factual information and information submitted after the fact-finding decision has been issued are not considered participation within the meaning of the statute.
> …
> (4) "Fraud or willful misrepresentation by the individual," as the term is used for claimants in the context of the initial determination to award benefits pursuant to Iowa Code section 96.6, subsection 2, means providing knowingly false statements or knowingly false denials of material facts for the purpose of obtaining unemployment insurance benefits. Statements or denials may be either oral or written by the claimant. Inadvertent misstatements or mistakes made in good faith are not considered fraud or willful misrepresentation.

Ms. McVay received $841.00 in benefits for the period of March 17 through March 30, 2024, but this decision disqualifies her for those benefits. The benefits are an overpayment. The policy and disciplinary documents the employer submitted for the fact-finding interview were sufficient and sufficiently detailed to satisfy the participation requirement. In addition, Ms. McVay willfully misrepresented material facts by intentionally omitting and misstating material facts at the time of the fact-finding interview. Ms. McVay must repay the overpaid benefits. The employer's account shall be relieved of charges including charge for benefits already paid to Ms. McVay.

DECISION:

The April 17, 2024 (reference 03) decision is REVERSED. The claimant was discharged on March 18, 2024 for misconduct in connection with the employment. The claimant is disqualified for unemployment benefits until she has worked in and been paid wages for insured work equal to 10 times her weekly benefit amount. The claimant must meet all other eligibility requirements. The claimant was overpaid $841.00 in benefits for the period of March 17 through March 30, 2024. The claimant must repay the overpaid benefits. The employer's account shall be relieved of charges including charge for benefits already paid to the claimant.

James E. Timberland
Administrative Law Judge

May 23, 2024
Decision Dated and Mailed

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APPEAL RIGHTS. If you disagree with the decision, you or any interested party may:

1. Appeal to the Employment Appeal Board within fifteen (15) days of the date under the judge's signature by submitting a written appeal via mail, fax, or online to:

Employment Appeal Board
6200 Park Ave Suite 100
Des Moines, Iowa 50321
Fax: (515)281-7191
Online: eab.iowa.gov

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

AN APPEAL TO THE BOARD SHALL STATE CLEARLY:
1) The name, address, and social security number of the claimant.
2) A reference to the decision from which the appeal is taken.
3) That an appeal from such decision is being made and such appeal is signed.
4) The grounds upon which such appeal is based.

An Employment Appeal Board decision is final agency action. If a party disagrees with the Employment Appeal Board decision, they may then file a petition for judicial review in district court.

2. If no one files an appeal of the judge's decision with the Employment Appeal Board within fifteen (15) days, the decision becomes final agency action, and you have the option to file a petition for judicial review in District Court within thirty (30) days after the decision becomes final. Additional information on how to file a petition can be found at Iowa Code §17A.19, which is online at https://www.legis.iowa.gov/docs/code/17A.19.pdf.

Note to Parties: YOU MAY REPRESENT yourself in the appeal or obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds.

Note to Claimant: It is important that you file your weekly claim as directed, while this appeal is pending, to protect your continuing right to benefits.

SERVICE INFORMATION:
A true and correct copy of this decision was mailed to each of the parties listed.

DERECHOS DE APELACIÓN. Si no está de acuerdo con la decisión, usted o cualquier parte interesada puede:

1. Apelar a la Junta de Apelaciones de Empleo dentro de los quince (15) días de la fecha bajo la firma del juez presentando una apelación por escrito por correo, fax o en línea a:

Employment Appeal Board
6200 Park Ave Suite 100
Des Moines, Iowa 50321
Fax: (515)281-7191
En línea: eab.iowa.gov

El período de apelación se extenderá hasta el siguiente día hábil si el último día para apelar cae en fin de semana o día feriado legal.

UNA APELACIÓN A LA JUNTA DEBE ESTABLECER CLARAMENTE:

1) El nombre, dirección y número de seguro social del reclamante.
2) Una referencia a la decisión de la que se toma la apelación.
3) Que se interponga recurso de apelación contra tal decisión y se firme dicho recurso.
4) Los fundamentos en que se funda dicho recurso.

Una decisión de la Junta de Apelaciones de Empleo es una acción final de la agencia. Si una de las partes no está de acuerdo con la decisión de la Junta de Apelación de Empleo, puede presentar una petición de revisión judicial en el tribunal de distrito.

2. Si nadie presenta una apelación de la decisión del juez ante la Junta de Apelaciones Laborales dentro de los quince (15) días, la decisión se convierte en acción final de la agencia y usted tiene la opción de presentar una petición de revisión judicial en el Tribunal de Distrito dentro de los treinta (30) días después de que la decisión adquiera firmeza. Puede encontrar información adicional sobre cómo presentar una petición en el Código de Iowa §17A.19, que se encuentra en línea en https://www.legis.iowa.gov/docs/code/17A.19.pdf o comunicándose con el Tribunal de Distrito Secretario del tribunal https:///www.iowacourts.gov/iowa-courts/court-directory/.

Nota para las partes: USTED PUEDE REPRESENTARSE en la apelación u obtener un abogado u otra parte interesada para que lo haga, siempre que no haya gastos para Workforce Development. Si desea ser representado por un abogado, puede obtener los servicios de un abogado privado o uno cuyos servicios se paguen con fondos públicos.

Nota para el reclamante: es importante que presente su reclamo semanal según las instrucciones, mientras esta apelación está pendiente, para proteger su derecho continuo a los beneficios.

SERVICIO DE INFORMACIÓN:
Se envió por correo una copia fiel y correcta de esta decisión a cada una de las partes enumeradas.