

**COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF VETERANS SERVICES**

SUFFOLK, ss.

STATE CASE NO.: [REDACTED]

APPEAL NO.: [REDACTED]

\_\_\_\_\_  
[REDACTED]  
Petitioner,

v.

[REDACTED]  
Department of Veterans' Services,  
Respondent.  
\_\_\_\_\_

**DECISION AND ORDER**

**INTRODUCTION**

[REDACTED] ("Petitioner") appealed the decision of the [REDACTED] Department of Veterans' Services [REDACTED] to issue a Notice of Action ("NOA"), followed by an amended NOA, on October 23, 2025, which terminated Petitioner's benefits under Massachusetts General Laws Chapter 115 ("Chapter 115"). The original NOA, issued on August 26, 2025, placed the Petitioner in refund status for \$1,968.00. The amount later increased to \$4,486.80, after the amended NOA was issued on October 17, 2025. A hearing was held on January 6, 2026, at the Executive Office of Veterans Services ("EOVS"), 15 New Chardon Street, One Bowdoin Square, 4<sup>th</sup> Floor, Boston, Massachusetts pursuant to Chapter 115 Section 2, 108 CMR 8.07 and 801 CMR 1.02(2). Petitioner and his legal counsel, as well as the Director of the [REDACTED] Department of Veterans' Services [REDACTED] ("VSO"), appeared telephonically. All witnesses were sworn at the beginning of the hearing.

### LIST OF EXHIBITS

The following documents were marked as exhibits and admitted into evidence by stipulation of the parties:

1. Notice of Action dated August 26, 2025;
2. Amended Notice of Action dated October 17, 2025;
3. Petitioner's letter of appeal dated October 23, 2025;
4. Summary of Benefits from the Department of Unemployment Assistance ("DUA") dated August 11, 2025, showing payments to Petitioner from May 2025 to October 2025;
5. Letter from [REDACTED] to Petitioner dated June 17, 2025, showing employee payment history;
6. [REDACTED] bank statement from April 18, 2025 to May 17, 2025;
7. Summary of Benefits from DUA from May 2025 to June 2025;
8. [REDACTED] bank statement from September, October and November 2025;
9. [REDACTED] utility bill from November 4, 2025 to December 5, 2025;
10. Summary of Benefits from DUA dated December 16, 2025, showing benefits have ceased in December 2025;
11. Petitioner's Benefit History Report; and,
12. Petitioner's signed Agreement to Reimburse.

### DISCUSSION

The issue in this case is whether Petitioner was properly terminated and placed in refund status under Chapter 115 when Petitioner began receiving payments from DUA in May 2025.

To qualify for benefits under Chapter 115, a recipient must be a resident of Massachusetts, have a military service record that qualifies them as a veteran and meet certain income and asset thresholds as established by the Secretary of EOVS. See generally 108 CMR 3.00. In the instant case, there is no question as to Petitioner's residency or status as a veteran. The Petitioner has most recently been receiving Chapter 115 since June 2025, with a payment history dating back to March 2022. See Exhibit 11. The sole issue is whether Petitioner exceeds the maximum income allowance, after receiving unemployment assistance benefits from May

2025 to November 2025. See Exhibits 4 and 10, 108 CMR 7.01, and FY26 Desktop Budget Chart, attached. Petitioner signed an Agreement to Reimburse on June 26, 2025, which is required when a recipient receives Chapter 115 benefits. See Exhibit 12, 108 CMR 6.01(3) and 108 CMR 6.04(5).

The VSO testified that the EOVS authorizer requested Petitioner apply for unemployment benefits upon losing his job in early 2025. The VSO further stated that his office requested proof from Petitioner confirming receipt of unemployment benefits. However, communication between his office and Petitioner subsequently broke down. As a result, the VSO testified that Petitioner did not willingly turn over documentation from DUA reflecting whether he was receiving unemployment benefits. The VSO explained that, in order to ensure Petitioner did not fall into “arrears”, his office is responsible for keeping records up to date, which necessitated the requested DUA documentation. The VSO further testified that Petitioner indicated that his liaison at MassHire had submitted the requested documentation; however, the VSO’s office was unable to locate proof of receipt. The VSO testified that, despite the relationship eventually becoming contentious, eventually, the office did receive Petitioner’s DUA documentation. Subsequently, the VSO’s office received additional DUA documentation showing that Petitioner was issued an additional \$1,968.00 for July 2025, along with a retroactive payment of \$550.80 for June 2025. Based on this information, the VSO rescinded the August NOA and issued an amended NOA on October 17, 2025, placing Petitioner in refund status in the amount of \$4,486.80, as these funds placed Petitioner over the applicable income limit. See FY26 Desktop Budget Chart, attached.

The VSO testified that he would be amenable to a waiver request to EOVS for the refund amount. Finally, the VSO further testified that he has worked with Petitioner for a number of years and expressed a desire for improved communication to avoid similar issues in the future.

Petitioner's counsel argued that, under his interpretation under 108 CMR 6.04(5), unemployment payments are not included in an Agreement to Reimburse and therefore, should not apply in this case. Petitioner's counsel stated that Petitioner had not been paid Chapter 115 benefits pending appeal for the month of November or December. Upon the termination of unemployment benefits in December 2025, counsel stated that Petitioner had no income since November, resulting in an undue hardship.

In all instances, EOVS requires that Petitioners are still paid Chapter 115 benefits, pending appeal. See 108 CMR 8.08. Additionally, 108 CMR 6.04(5) states that "an Agreement to Reimburse shall not apply in cases involving unemployment benefits that may be due to an applicant under M.G.L. c. 151A." Therefore, as the regulation states, unemployment benefits are not reimbursable funds under Petitioner's Agreement to Reimburse and he should no longer be in refund status.

Based on all the foregoing, Petitioner should never have been held in refund status, Petitioner is entitled to and shall be paid his regular Chapter 115 benefits for the months of November and December 2025, and so long as he remains qualified for the program, shall be entitled to receive ongoing Chapter 115 benefits.

ORDER

The amended Notice of Action issued by [REDACTED] is overturned.

Either party wishing to appeal this decision must do so within ten (10) days of receipt of this signed decision, in writing, to the Division of Administrative Law Appeals, 14 Summer Street, 4th Floor, Malden, MA 02148.

SO ORDERED.

Date: January 22, 2026

*Jenna Buonopane*  
Jenna Buonopane, Hearing Officer

### CERTIFICATION

This is to certify that the above document was this day mailed to the following via First Class Mail, postage prepaid:



Attorney Jonathan Barlam  
South Coastal Counties Legal Services, Inc.  
22 Bedford Street  
Fall River, MA 02720-3002

Date: January 22, 2026

Jenna Buonopane