BEFORE THE KANSAS WORKERS COMPENSATION APPEALS BOARD

ANDRIA BORSODY
Claimant

v.

FEDEX GROUND PACKAGE SYSTEM, INC.
Self-Insured Respondent

CS-00-0474-240/AP-00-0489-920
CS-00-0470-031/AP-00-0489-922
CS-00-0467-468/AP-00-0489-919
CS-00-0473-264/AP-00-0489-921
CS-00-0470-028/AP-00-0489-923

ORDER

Claimant appealed the Order on Attorney's Fee Lien issued by Administrative Law Judge (ALJ) Julie A.N. Sample on April 29, 2025. The Appeals Board heard oral argument via Zoom on August 21, 2025.

APPEARANCES

Claimant appeared *pro se*. Jodi J. Fox appeared for Self-Insured Respondent (Respondent). George H. Pearson III (Pearson), one of Claimant's former attorneys, also appeared.

RECORD AND STIPULATIONS

The Board adopted the same stipulations and considered the same record as the ALJ, consisting of the Transcript of Proceedings, held April 23, 2025, including the Form 12 and two attachments, the eleven exhibits Claimant caused to be filed via the Online System for Claims Administration Research/Regulation (OSCAR) on April 25, 2025, and Pearson's Exhibits 1-9 filed via OSCAR; and the pleadings and orders contained in the administrative file. The Board also reviewed the briefs filed by Claimant, excluding the attachments, and Pearson.

ISSUES

1. Should Pearson's brief be stricken?

2. Was Claimant deprived of due process of law?

3. Should the award of attorney fees be reversed because Pearson is not entitled to fees under *quantum meruit*?

4. Should the award of attorney fees be reversed because it does not represent a reasonable amount for services rendered?

FINDINGS OF FACT

Claimant alleges she sustained multiple injuries from eight accidents arising out of and in the course of her employment with Respondent. Claimant alleged various injuries among six docketed claims and two undocketed matters.

These proceedings involve five of the docketed claims. The administrative files for the five claims include written contracts memorializing the contingent fee agreements between Claimant and Pearson. According to the contracts, Claimant agreed Pearson would have an attorney fee of twenty-five percent of the compensation recovered and paid, whether from temporary total disability compensation, temporary partial disability compensation or permanent partial disability compensation. Pearson would also be entitled to an attorney fee from sums paid for proposed medical treatment as part of a compromise settlement. Claimant also agreed to pay all expenses and costs, which may be advanced, paid or incurred by Pearson beforehand. The contracts also provide Pearson has a lien on all sums recovered, even if the contracts were terminated before a recovery was obtained.

Claimant was initially represented by a different attorney. Claimant fired her prior attorney, and sought representation from Pearson. Claimant completed five internal intake forms for Pearson with details of her claims. Pearson consulted with Claimant. Pearson filed Applications for Benefits for the five claims, gathered medical records, and arranged an examination by Dr. Zimmerman. Pearson and Claimant communicated primarily via email, and the record includes copies of the emails and text messages between Claimant and Pearson.

During the course of his representation, Pearson obtained a preliminary award of additional medical treatment by Dr. Fotopoulos and temporary total disability compensation for Claimant. Pearson claimed an attorney fee of twenty-five percent of the temporary total disability compensation he obtained for Claimant. The attorney-client relationship between Claimant and Pearson began to deteriorate following Pearson's claim for attorney fees.

While Pearson represented Claimant, she initiated an employment law claim against Respondent, which was litigated in federal district court. Pearson did not represent Claimant in her federal cause of action. Claimant told Pearson she was represented by counsel in the employment claim, and she did not want Pearson involved in the matter. The record indicates, however, Claimant was unrepresented in her federal claim.

During Pearson's representation, Claimant sent Pearson an email instructing him to solicit a settlement offer from Respondent. Pearson did so. Respondent extended a global settlement offer of $100,000.00 to close all issues in all the workers compensation claims. The offer was rejected by Claimant.

The attorney-client relationship between Claimant and Pearson deteriorated further. As a result, Pearson filed a motion to withdraw as Claimant's counsel. Claimant made two complaints with the Kansas Disciplinary Administrator alleging wrongdoing by Pearson, which were dismissed by the Disciplinary Administrator without a formal investigation. On June 20, 2023, Pearson was granted leave to withdraw as counsel for Claimant. Pearson claimed a lien for $25,000.00, or twenty-five percent of the settlement offer, for attorney fees and $353.97 for expenses. No one sought review of the order granting Pearson leave to withdraw.

Following Pearson's withdrawal, Claimant was represented by two attorneys who later withdrew, Anna Mark and Joshua Perkins. A sixth Application for Benefits form was filed. During Mr. Perkins' representation, Respondent extended a global settlement offer of $175,000.00 to close all issues in all workers compensation claims Claimant had against Respondent. Claimant instructed Mr. Perkins to reject the offer, and Mr. Perkins subsequently withdrew as Claimant's counsel. Neither Ms. Mark, nor Mr. Perkins, asserted a claim for fees or an attorney's lien. At that point, Claimant was not represented by counsel in the workers compensation claims or the federal employment claim.

During the pendency of the federal employment claim, a mediation took place. The parties, including Claimant, negotiated a global settlement of all issues. As part of the global settlement, Claimant would receive a lump-sum payment of $175,000.00 to close all issues in her workers compensation claims. Pearson's claim for attorney fees and expenses would be paid from the lump-sum payment. Additional consideration would be paid to Claimant to settle the federal employment claim. In a subsequent enforcement motion, the federal district court ordered the settlement to proceed. Essentially, the federal district court ruled Pearson's attorney fee claim should be resolved in the workers compensation proceedings. It appears Claimant later filed the Motion for Judicial Review and Temporary Injunction and the Motion to Preserve Evidence for Appeal in federal district court, which were also filed with the Division. The Board will not address the motions pending before the federal district court.

On December 10, 2024, Claimant filed her Motion to Challenge Attorney's Lien with the Division. Claimant challenged Pearson's claim for attorney fees, but not the claim for expenses. A hearing to approve the workers compensation component of the global settlement, and to address Pearson's asserted lien and Claimant's Motion to Challenge Attorney's Lien, was held before ALJ Sample on January 3, 2025. Claimant announced she disagreed with the terms of the settlement, and no award of compensation was issued.

Although no award of compensation was issued, ALJ Sample conducted a hearing on Pearson's claimed lien and Claimant's Motion. Pearson asserted a lien of attorney fees of $25,000.00, based on the prior $100,000.00 offer Claimant rejected, and expenses totaling $353.97. Pearson submitted a Memorandum stating he has practiced law for forty-three years, he represented Claimant for nine months and spent over 100 hours working on Claimant's cases, and his representation of Claimant was personally challenging and involved addressing two disciplinary complaints made by Claimant. Claimant asserted Pearson was not entitled to attorney fees because he withdrew before an award of compensation was issued, and he was not entitled to fees based on *quantum meruit*. ALJ Sample granted Pearson's request for an attorney's lien based on $25,000.00 for attorney fees and $353.97 for expenses, based on K.S.A. 44-536 and *quantum meruit*.

Claimant sought review of the Order by the Board. On February 21, 2025, the Board issued its Order reversing the ALJ's decision. The Board ruled Pearson was entitled to seek attorney fees under *quantum meruit*. The Board, however, found no award of compensation was issued. Because no award of compensation was issued, it was premature to award attorney fees. The award of attorney fees was vacated, and the matter was remanded to the ALJ with instructions to conduct a hearing on Pearson's entitlement to attorney fees and expenses after an award of compensation was issued. No party sought review of the Board's Order.

On April 23, 2025, ALJ Sample conducted a settlement hearing and a hearing on Pearson's claim for attorney fees and expenses. The settlement hearing was held first. Under the terms of the settlement, Claimant received a lump-sum payment of $175,000.00 to close all issues in all six docketed and two undocketed workers compensation claims against Respondent, subject to Pearson's claim for attorney fees and expenses. The settlement proceeds were divided equally among the eight claims. The settlement did not encompass Claimant's federal employment claim. Claimant confirmed she disagreed with Pearson's claim for attorney fees and expenses. Claimant also testified she understood the basis for the settlement, believed it was in her best interests, and she wanted the Court to approve the settlement. The settlement was approved by the ALJ, subject to ruling on Pearson's claim for attorney fees and expenses. Respondent confirmed the award of compensation would be paid upon resolution of the claim for attorney fees and expenses, and after all appeals had run.

ALJ Sample next addressed Pearson's claim for attorney fees and expenses. Claimant argued Pearson was not entitled to attorney fees based on an offer she rejected, and Pearson withdrew before Claimant received an award of compensation. Claimant did not object to reimbursing Pearson $353.97 for the expenses his office advanced. During the hearing, Claimant indicated Pearson may be entitled to a reduced attorney fee, but she was unable to state what the fee would be.

Pearson confirmed he sought reimbursement of $353.97 for expenses he advanced, and attorney fees of $25,000.00, based on twenty-five percent of the $100,000.00 offer he obtained. Pearson's entire file was admitted into evidence documenting his work and communications with Claimant. The five contracts signed by Claimant were part of the record. Pearson confirmed he expended over 100 hours and his staff incurred approximately thirty hours while representing Claimant. Pearson has practiced law, particularly in the field of workers compensation, for over forty years, and Claimant was his most challenging client. Pearson testified Claimant's behavior, which became increasingly contentious after he claimed attorney fees against the temporary total disability compensation he obtained, made his representation particularly challenging. Pearson described the work he performed on Claimant's behalf. Both Claimant and Pearson agreed the $100,000.00 settlement offer was extended while Pearson was representing Claimant.

At the conclusion of the hearing, Claimant asked for additional time to submit into evidence copies of emails between her and Mr. Perkins. Claimant's request was granted. Claimant subsequently introduced into evidence copies of emails and communications made after the hearing, where Claimant asked Mr. Perkins to assist her in addressing Pearson's claim for attorney fees. Claimant also submitted a written declaration not offered at the hearing, a motion to preserve evidence filed in federal district court, a declaration from the mediator in the federal case, and copies of text messages between Claimant and her first attorney. The declaration from the mediator states, among other things, the asserted lien by Pearson was not "unusual or out of the question."[1]

On April 29, 2025, ALJ Sample issued the Order on Attorney's Fee Lien. The history of these claims and Pearson's representation of Claimant were reviewed. ALJ Sample noted under the terms of the settlement reached at the federal mediation, Claimant may have waived her right to challenge Pearson's attorney fee claim, but ALJ Sample did not find that determinative. ALJ Sample found Claimant reviewed and signed five fee agreements. ALJ Sample also found Pearson incurred a significant amount of time representing Claimant, and obtained the $100,000.00 settlement offer. ALJ Sample ruled the rejection of the offer and Pearson's subsequent withdrawal did not invalidate the claim for attorney fees.

[1] Declaration of Joseph K. Eischens, paragraph 9.

ALJ Sample considered the factors for determining attorney fees under K.S.A. 44-536(b): Pearson is well-known to the workers compensation bar, his representation of Claimant was complicated by multiple claims involving various body parts and re-injuries, the multiple and contentious emails between Claimant and Pearson precluded Pearson's ability to perform other work, and Pearson's claimed fees were consistent with the fee contemplated by the Kansas Workers Compensation Act. Pearson's claim for attorney fees totaling $25,000.00, based on twenty-five percent of the $100,000.00 offer, was approved. On April 29, 2025, ALJ Sample issued the Nunc Pro Tunc Order awarding Pearson $353.97 for reimbursement of expenses, as well as the attorney fees previously awarded. These proceedings follow.

PRINCIPLES OF LAW AND ANALYSIS

Claimant raises a plethora of issues for review pertaining to the service of Pearson's brief, the hearings before ALJ Sample, and the Order on Attorney's Fee Lien. The Board will address Claimant's various issues in turn. Claimant does not seek review of the award of compensation issued by ALJ Sample at the settlement hearing portion of the April 23, 2025, hearing. The Board does not address the Motion for Judicial Review and Temporary Injunction or the Motion to Preserve Evidence for Appeal filed with the federal district court because they are obviously outside the Board's jurisdiction. Pearson argues his brief was properly served, no due process violation occurred, and the Order on Attorney's Fee Lien was correctly decided. Respondent declined to file a brief because it is not a party to the attorney fee dispute.

The Appeals Board possesses authority to review *de novo* all decisions, findings, orders and awards of compensation issued by administrative law judges.[2] A *de novo* hearing is a decision of the matter anew, giving no deference to findings and conclusions previously made by the administrative law judge.[3]

1. CLAIMANT'S MOTION TO STRIKE PEARSON'S BRIEF IS DENIED.

Claimant argues Pearson's brief should be stricken because it was not served directly on her, the Board received the brief via ALJ Sample's office in violation of judicial neutrality, and Claimant was unable to access OSCAR to confirm whether other pleadings generated by Claimant have been filed. At oral argument, Claimant initially claimed she did

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[2] *See* K.S.A. 44-555c(a).

[3] *See Rivera v. Beef Products, Inc.*, No. 1,062,361, 2017 WL 2991555, at *4 (Kan. WCAB June 22, 2017).

not receive Mr. Pearson's brief, but later acknowledged she received Pearson's brief after the due date for filing with the Board. Claimant also reiterated she did not have access to OSCAR, but received assistance from ALJ Sample's office and a Claims Advisor with the Division to ascertain which documents were filed.

Claimant cites no authority from Kansas workers compensation law in support of her position. Rather, Claimant cites a provision from the Kansas Code of Civil Procedure, which is not applicable in workers compensation proceedings.[4] Claimant also cites a federal case from the Southern District of Ohio, *Ostevoll v. Ostevoll*, claiming it stands for the proposition, "unauthorized coordination or transmission of legal filings undermines procedural clarity and integrity."[5] *Ostevoll*, however, does not contain the proposition asserted by Claimant, and involves interpretation of federal civil procedure in the context of a domestic relations matter.[6]

Claimant also cites a Missouri case, *Brown v. Yettaw*,[7] in support of her improper judicial involvement argument. The citation given by Claimant corresponds to a case addressing specific performance of a contract for the purchase of land.[8] In the actual *Brown* case, the Missouri Court of Appeals addressed whether an "adversarial proceeding" under the Missouri Adult Abuse Act was properly held. The Court concluded a proper adversarial proceeding was held.[9] Notably, the Court also stated because of judicial impartiality, judicial economy and fairness, parties who represent themselves are not entitled to relaxed standards or indulgence they would not have received if represented by counsel.[10]

Claimant's statements on whether she received Pearson's brief are contradictory, and both Pearson and OSCAR indicate Pearson's brief was served correctly. The more

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[4] *See Jones v. Continental Can Co.*, 260 Kan. 547, 557, 920 P.2d 939 (1996).

[5] Claimant's Motion to Strike Pearson's Brief, pp. 4-5.

[6] *See Ostevoll v. Ostevoll*, No. C-1-99-961, 2000 WL 1611123 (S.D. Ohio Aug. 16, 2000)(unpublished order).

[7] 166 S.W.3d 733 (Mo. App. S.D. 2003).

[8] *See Shelton v. Julian*, 610 S.W.2d 129 (Mo. App. S.D. 1980).

[9] *See id*. at 737.

[10] *See id*. at 736-37.

credible evidence indicates Claimant received Pearson's brief. That Claimant may have received the brief after the due date for Board filing does not invalidate service. Claimant was aware of Pearson's position. While Claimant may not have direct access to OSCAR, the record and Claimant's filings indicate Claimant generously availed herself of the ALJ's staff and the Division's claims advisor to ascertain the status of filings and to file her pleadings. There is no evidence judicial neutrality was violated because the ALJ's office may have forwarded Pearson's brief to the Board. The Board denies the Motion to Strike Pearson's Brief.

2. CLAIMANT FAILED TO PROVE SHE WAS DEPRIVED DUE PROCESS.

Claimant next argues she was deprived due process based on comments made by ALJ Sample at the January 3, 2025, hearing, her lack of access to OSCAR, and claims she was deprived the opportunity to present evidence. Although the Kansas Workers Compensation Act is complete in itself, state and federal constitutional due process considerations apply. To satisfy due process, notice and an opportunity to be heard at a meaningful time and in a meaningful manner must be provided.[11]

Some of the legal authorities cited by Claimant do not support her position. Claimant cites *Smith v. Kansas Dep't of Revenue*[12] as support for her due process argument. *Smith*, however, did not address a due process argument, but probable cause and whether *Miranda* warnings are necessary for brief traffic stops.[13] Claimant also cites *Inkit v. Airstate, Inc.*,[14] as support for her due process argument. *Inkit*, however, did not address due process, and involved a motion to dismiss and strike under federal civil procedure.[15]

After reviewing the entire record, the Board concludes no due process violation occurred. Claimant fails to cite a specific instance where ALJ Sample demonstrated bias at the hearings of January 3 or April 23, 2025. A mere allegation of bias does not establish actual bias or a due process violation. Claimant did not seek recusal of ALJ Sample, in the manner provided in the Act, at either hearing before the ALJ. Claimant does not allege she

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[11] *See, e.g., Nguyen v. IBP, Inc.*, 266 Kan. 580, 588, 972 P.2d 747 (1999).

[12] 291 Kan. 510, 242 P.3d 1179 (2010).

[13] *See id.* at 515-16.

[14] Civil Action No. 23-793-RGA, 2024 WL 3639195 (D. Del. Aug. 2, 2024)(unpublished order).

[15] *See id*. at *1.

did not receive notice of any hearings. Although Claimant may not have had direct access to OSCAR, she routinely received assistance from ALJ Sample's office and the Division's claims advisor in filing documents and exhibits. The record is replete with exhibits and documents submitted by Claimant in opposition to Pearson's request for attorney fees. Claimant's opportunity to present evidence and to be heard was bountiful. The Board finds Claimant was provided sufficient notice and an opportunity to be meaningfully heard, and no due process violation occurred.

3. PEARSON IS ENTITLED TO SEEK ATTORNEY FEES FOR SERVICES RENDERED TO CLAIMANT UNDER *QUANTUM MERUIT*.

Claimant reiterates her argument Pearson is not entitled to attorney fees in *quantum meruit* because no compensation was actually recovered during Pearson's period of representation, and no claim for attorney fees may be based on a rejected settlement offer. Claimant cite several cases in support of her position, *Stodt v. City of Toronto*,[16] *Smith v. Kansas Dep't of Revenue*,[17] *Inkit v. Airstate, Inc.*,[18] and *Loucks v. Gallagher Woodsmall, Inc.*,[19] which do not actually involve issues of attorney fees or attorney liens. Claimant also cites a purported Board decision, *In re Gustin*, 2011 WL 1734372, which does not exist.

Kansas law allows Pearson to seek attorney fees in *quantum meruit*, notwithstanding his withdrawal prior to an actual recovery of compensation. The Kansas Workers Compensation Act provides no claim of any attorney for services rendered in connection with the securing of compensation for an employee, whether secured by agreement, order, award or judgment in any court shall exceed a reasonable amount for such services or twenty-five percent of the amount of compensation recovered and paid, whichever is less, in addition to actual expenses incurred.[20] All attorney fees shall be fixed pursuant to a written contract, which shall be filed with the Division.[21]

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[16] 234 Kan. 957, 678 P.2d 153 (1984).

[17] 291 Kan. 510, 242 P.3d 1179 (2010).

[18] 2024 WL 3639195.

[19] 272 Kan. 710, 35 P.3d 782 (2001).

[20] *See* K.S.A. 44-536(a).

[21] *See* K.S.A. 44-536(b).

Where an attorney is discharged before completing performance of a contingent fee agreement, the attorney may recover in *quantum meruit* the reasonable value of services he or she rendered in obtaining compensation for the employee.[22] Pearson also cites a Kansas Supreme Court case ruling, in the context of a personal injury case pending in district court, a contingency fee may be considered in a *quantum meruit* analysis.[23] The Act contains the factors to consider in determining a reasonable attorney fee.[24] The Division shall review the contract and fees claimed, and shall only approve the contract and fees if they comply with K.S.A. 44-536.[25] Any claim for attorney fees not in excess of the limits of K.S.A. 44-536 and approved by the Division shall be enforceable as a lien on the compensation due or to become due.[26]

Under Kansas law, Pearson is entitled to seek attorney fees in *quantum meruit* for the services he provided to Claimant during his period of representation. If Pearson's request is approved, the Division has the authority to determine a reasonable fee, which shall be enforceable as a lien against compensation later recovered and paid.

4. THE AWARD OF ATTORNEY FEES TO PEARSON IS AFFIRMED, AND IS ENFORCEABLE AS A LIEN AGAINST THE FINAL AWARD OF COMPENSATION ISSUED ON APRIL 23, 2025.

Finally, the Board addresses whether Pearson's request for attorney fees should be granted. If the request is granted, the Board is tasked with determining a reasonable fee under K.S.A. 44-536. Claimant does not contest Pearson's claim for reimbursement of $353.97 for the expenses his office incurred while representing Claimant. Therefore, the Board does not address the award of expense reimbursement to Pearson.

Claimant argues Pearson is not entitled to attorney fees because he did not represent her in all five matters. In her brief, Claimant argues Pearson only represented her in two matters. At oral argument, Claimant argued Pearson only represented her in one

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[22] *See Madison v. Goodyear Tire and Rubber Co.*, 8 Kan. App. 2d 575, 579, 663 P.2d 663 (1983); *see also Croan v. Austin's Bar & Grill*, No. 1,049,582, 2013 WL 6920076, at *5 (Kan. WCAB Dec. 20, 2013).

[23] *See Consolver v. Hotze*, 306 Kan. 561, 571-72, 395 P.3d 405 (2017).

[24] *See* K.S.A. 44-536(b).

[25] *See id*.

[26] *See id*.

injury claim. The record contains five contracts, signed by Claimant, corresponding to the five matters which are the subject of these proceedings. The record also contains copies of five intake forms, completed by Claimant, used by Pearson in representing Claimant. After consulting with Claimant, Pearson filed five Application for Benefits, which resulted in the five docketed cases. The Board finds Pearson represented Claimant in all five matters which are the subject of these proceedings.

In her brief, Claimant argues Pearson is not entitled to attorney fees because he did not obtain a settlement offer. According to Claimant, the offer was extended by Respondent's counsel. The record establishes Respondent did not initiate settlement negotiations. Rather, Claimant sent Pearson an email instructing him to obtain a settlement offer from Respondent. Pearson followed Claimant's instruction, which resulted in Respondent extending an offer of $100,000.00 to close all issues in all of Claimant's workers compensation claims. Claimant's argument is without merit.

During the time Pearson represented Claimant in her five workers compensation claims, he obtained a multitude of medical records, arranged for a medical examination to advance the cases, obtained a preliminary award of additional medical treatment by Dr. Fotopoulos, obtained a preliminary award of temporary total disability compensation, and obtained a settlement offer of $100,000.00. Pearson also engaged in extensive communications with Claimant about the status of her claims, attempted to resolve a dispute concerning his fee from the temporary total disability compensation he recovered, and became mired in a progressively contentious series of communications culminating in his withdrawal and two complaints with the Kansas Disciplinary Administrator. The Board finds the record supports Pearson's claim he expended over 100 hours representing Claimant, and his office staff incurred thirty hours. The Board concludes Pearson is entitled to attorney fees for the services he provided Claimant in procuring the $100,000.00 offer.

The Board next considers a reasonable fee under the factors from K.S.A. 44-536(b). The record indicates no written offer was extended to Claimant before Pearson's representation. Pearson is a long-standing and respected member of the workers compensation bar, and has practiced workers compensation law for over forty years. Pearson expended over 100 hours, and his staff incurred thirty hours, during the approximate nine months he represented Claimant. The Board agrees with ALJ Sample the multiple injuries, with some injuries apparently superimposed over other injuries, posed a complication, along with the increasingly contentious relationship between Claimant and Pearson. The significant time Pearson spent on Claimant's matters precluded him from obtaining other work or working on his other cases with other clients. As a result of Pearson's work, Claimant received an offer of $100,000.00, which is a substantial sum of money. Pearson seeks $25,000.00 in fees from the $175,000.00 ultimately awarded to

Claimant, which would represent 14.2% of the compensation actually recovered or 25% of the offer Pearson actually obtained for Claimant. Pearson's fee is within the limitations of K.S.A. 44-536, and is consistent with the fees awarded to other attorneys representing injured workers in Kansas workers compensation. Even Mr. Eischens' statement, which was submitted by Claimant, indicates Pearson's fee is reasonable.

Having considered the entire record, the Board finds Pearson's claim for $25,000.00 in attorney fees is reasonable and complies with K.S.A. 44-536. The award of Pearson's attorney fee is affirmed, and shall be enforceable as a lien against Claimant's award of compensation, as provided in K.S.A. 44-536.

AWARD

WHEREFORE, it is the finding, decision and order of the Board the Order on Attorney's Fee Lien issued by ALJ Sample, dated April 29, 2025, is affirmed.

IT IS SO ORDERED.

Dated this _____ day of September, 2025.

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APPEALS BOARD MEMBER

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APPEALS BOARD MEMBER

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APPEALS BOARD MEMBER

c: (Via OSCAR) and U.S. Mail to Claimant
Andria Borsody, *pro se*
Jodi J. Fox
George H. Pearson III
Hon. Julie A.N. Sample