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**STATE OF MINNESOTA
IN COURT OF APPEALS
A12-0148**

Dominick T. Oladeinde,
Relator,

vs.

Department of Employment and Economic Development,
Respondent.

**Filed August 20, 2012
Affirmed
Muehlberg, Judge***

Department of Employment and Economic Development
File No. 28862885

Dominick T. Oladeinde, Bloomington, Minnesota (pro se relator)

Lee B. Nelson, Megan Flynn, Minnesota Department of Employment and Economic Development, St. Paul, Minnesota (for respondent)

Considered and decided by Kalitowski, Presiding Judge; Cleary, Judge; and Muehlberg, Judge.

UNPUBLISHED OPINION

MUEHLBERG, Judge

Relator Dominick T. Oladeinde challenges respondent Minnesota Department of Employment and Economic Development's (DEED) ability to recoup overpayments he

* Retired judge of the district court, serving as judge of the Minnesota Court of Appeals by appointment pursuant to Minn. Const. art. VI, § 10.

received from the Illinois Department of Employment Security (IDES) at the rate of 50% of his weekly benefit. Because the unemployment-law judge (ULJ) properly applied Minnesota law, we affirm.

FACTS

Relator received \$1,845 in extended unemployment benefits from IDES during weeks that he was also eligible for standard unemployment-insurance benefits from DEED. IDES sent relator a notice of overpayment that stated that his “overpayment will be recouped at 25% of your weekly benefit amount.” IDES also sent a notice to DEED, and DEED began recapturing the overpayment at a rate of 50% of relator’s weekly benefit amount. These deductions began on October 23, 2011. On November 9, 2011, relator appealed DEED’s decision to recoup his overpayment at this rate.

A ULJ conducted an evidentiary hearing on December 6, 2011. Relator argued that IDES was the “decision maker” and that therefore DEED, as the collection agency, was barred by the letter from IDES from recouping more than 25% of each payment.

The ULJ determined that Minnesota law allows for DEED to recover 50% of relator’s weekly benefit to repay IDES and that “[t]he State of Minnesota is not bound by Illinois law.” This certiorari appeal follows.

D E C I S I O N

This court can reverse the decision of a ULJ if it is in excess of the statutory authority of the department or affected by an error of law. Minn. Stat. § 268.105, subd. 7(d)(2), (4) (2010). The ULJ applied Minn. Stat. § 268.18, subd. 1(c) (2010) when she

set the rate at which relator's overpayment would be recouped. This subdivision states that

[i]f an applicant has been overpaid unemployment benefits under the law of another state . . . the commissioner may offset from future unemployment benefits otherwise payable the amount of overpayment, except that no single offset may exceed 50 percent of the amount of the payment from which the offset is made.

Minn. Stat. § 268.18, subd. 1(c).

Relator first argues that the ULJ erred because the United States Constitution requires that citizens must be "tried in a court of law in the same state where the crime was committed." Because this is not a criminal matter, that particular provision of the U.S. Constitution is irrelevant.

Relator also argues that the ULJ's conclusion that Minnesota is not bound by Illinois law is contrary to *Mills v. Duryee*, 11 U.S. 481, (1813), in which the Supreme Court interprets the full-faith-and-credit clause of the U.S. Constitution. The full-faith-and-credit clause requires states to accept and uphold foreign judgments. U.S. Const. art. IV, § 1; *United Bank of Skyline v. Fales*, 405 N.W.2d 416, 417 (Minn. 1987). It appears that relator misinterpreted the ULJ's statement that DEED is "not bound by Illinois law." It is true that Minnesota would be required to enforce an Illinois judgment; and it is unfortunate that the overpayment statement from IDES stated that it would recoup relator's overpayment at a rate of 25% of his weekly benefit amount. But this (presumably boilerplate) language on the form is not the equivalent of a judgment from a

foreign jurisdiction. DEED was therefore not bound by the full-faith-and-credit clause to follow the language on the form.

In addition, the full-faith-and-credit clause does not dictate which state's law applies to a given dispute; and Minnesota law applies to this situation. *See generally, Jepson v. Gen. Cas. Co.*, 513 N.W.2d 467, 469 (Minn. 1994) (describing a "choice of law" analysis). Relator lives, works, and established his unemployment-benefit account in Minnesota. There is no provision under Minnesota statutes for another state to directly recoup overpayments from DEED. *See* Minn. Stat. § 268.18 (2010). IDES was therefore limited to "certify[ing] that the applicant is liable under its law to repay the unemployment benefits and request[ing] the commissioner to recover the overpayment." *Id.*, subd. 1(c). IDES made such a request and DEED acted within its statutory authority by setting the level of repayment at 50%. *Id.* Accordingly, the ULJ's decision to uphold DEED's determination to recoup relator's overpayment at this rate was not in excess of statutory authority, nor was it affected by an error of law.

Affirmed.