EO: 200 BYE: 202435

## State of Oregon **Employment Appeals Board**

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875 Union St. N.E. Salem. OR 97311

## EMPLOYMENT APPEALS BOARD DECISION 2024-EAB-0230

### Reversed No Disqualification

**PROCEDURAL HISTORY:** On December 14, 2023, the Oregon Employment Department (the Department) served notice of an administrative decision concluding that claimant was discharged for misconduct and was therefore disqualified from receiving unemployment insurance benefits effective August 27, 2023 (decision # 144328). Claimant filed a timely request for hearing. On February 1, 2024 and continuing on February 7 and February 13, 2024, ALJ Chiller conducted a hearing, and on February 22, 2024 issued Order No. 24-UI-248675, affirming decision # 144328. On March 2, 2024, claimant filed an application for review with the Employment Appeals Board (EAB).

**WRITTEN ARGUMENT:** EAB considered the arguments from claimant and the employer in reaching this decision.

**FINDINGS OF FACT:** (1) Wippersnappers employed claimant as a manager at their child recreational facility from May 4, 2018 until August 30, 2023.

- (2) The employer offered different types of admission to their facility, including "general," which permitted access to children aged three to twelve years while the child's guardian was present, and "camp," which permitted access to children aged four to twelve with no guardian present. Lunch was available to admittees at additional cost.
- (3) Claimant was largely responsible for creating the terms of the camp program and managing it day-to-day, including admitting camp customers. At the program's inception, the employer retained an attorney to draft a waiver of liability that each guardian must sign in order for their child to be admitted to the camp program. The camp waiver contained "slightly different" provisions than the waiver already required for general admission, relating to the guardian not being present. February 1, 2024 Transcript at 11. Claimant was not involved in the drafting of either type of waiver, and the legal significance of

having the camp waiver, rather than the general wavier in certain instances, was not explained to her. Once signed, a child's waiver remained on file in the employer's computer system and was valid for future admissions of the same type. An additional program offering, "parent's night out," was one where the employer required the camp waiver to be used, as the child's guardian was not present during that program. However, claimant believed that either waiver was acceptable for that program.

- (4) Customers typically made reservations online in advance of their visit and were encouraged to sign the applicable waiver at that time. Walk-in general admission customers were also allowed, subject to capacity limitations, and their name added to a spreadsheet by the admitting employee. Every child's personal information was entered into the employer's computer system, either from the reservation or by the employee admitting them as a walk-in. Additionally, the admitting employee accounted for the payment of every child's admission fee through a separate point-of-sale (POS) system.
- (5) The employer offered their employees free *general* admission for their family members, and free *general* admission for up to two non-family members per employee per month. The employer would potentially allow other "free admissions to guests when [the employees] ask." February 7, 2024 Transcript at 13. The employer expected that the information of any child admitted for free under this benefit would be entered into the computer system and walk-in spreadsheet just as with any other customer, that they would have the appropriate waiver of liability on file, and that the waived admission fee would be accounted for in the POS system. Additionally, the admitting manager was to enter the free admission on a spreadsheet made for the purpose of tracking the monthly allowance of non-family employee guests. The employer's policies and procedures relating to the free admission benefit were not written.
- (6) The employer expected that their employees would follow their policies and procedures for collecting information and the applicable liability waiver for every child they admitted to the facility, that they would collect the proper fee for admitting each child except when free admission was authorized, and would properly account for each fee or free admission. The employer expected that no one other than the owners would make exceptions to these policies at their own discretion.
- (7) Based on claimant's role in creating and managing the camp program, claimant believed that she was granted "special privileges" by the employer "to allow certain financial decisions" and make other decisions related to the day-to-day operation of that program. February 13, 2024 Transcript at 18. Claimant formed this belief, in part, because the owners "always told [claimant], '[I]t's [your] program, your call." February 13, 2024 Transcript at 17.
- (8) Claimant admitted her own son, another employee's grandson, and the son of one of the owners' friends to the camp program for free on various occasions prior to August 10, 2023 because claimant believed it was within her authority to do so. The owners became aware of these free camp admissions by being thanked for them by the participants, and discussed the matter with claimant. Claimant believed from these conversations that the owners did not object to her having admitted children to the camp program on a walk-in basis for free, without recording their information in the computer or accounting for them in the POS system. Claimant therefore believed that the owners would approve of her continuing to do so at her discretion. However, she generally followed the normal admissions procedures when granting free camp admissions to these children after that conversation, and the owners

were therefore aware of and approved of their subsequent free camp admissions after the admissions occurred.

- (9) Claimant understood the policies regarding admission and fee accounting procedures and that the minimum age was four years to be admitted to the camp program. Claimant also understood the employee free guest admission policy and procedures, except that she believed the limit of non-relative general admission guests per month per employee to be one rather than two, and believed that walk-in general admissions did not count against that limit. Claimant understood that a liability waiver must be on file for each child in order to admit them to the facility and that differences existed between the waivers required for general and camp admissions. However, claimant did not understand that having a general admission waiver on file was insufficient to admit a child to camp or other programs where the guardian was not present because she believed the waivers were equally effective in protecting the employer from liability.
- (10) On August 10, 2023, claimant's friend and the friend's child came into the business while claimant was working. The child's date of birth was August 29, 2019. The friend asked claimant if she could leave the child with claimant while she attended to errands, and claimant agreed. The child had a general admission liability waiver on file from previous admissions, but not a camp waiver. Claimant admitted the child to camp but did not enter anything regarding the child's admittance into the computer or POS systems, or the employee guest spreadsheet. Claimant accurately charged the friend \$5.00 for the child's lunch through the POS system, which was paid before the friend left. Claimant charged no admission fee. The friend did not return for more than five hours. Claimant was unaware at the time that the child was not yet four years old, but assumed she was approximately that age. The child's date of birth was available to view in the computer system. Claimant believed that she was authorized as manager of the camp program to make exceptions to the relevant employer policies as necessary to admit the child as she did. The employer was unaware of the child's admission until August 29, 2023.
- (11) On August 18, 2023, claimant granted free general admission to her son, and her son's friend, who was not a relative. Claimant followed the employer's policies and procedures regarding the admissions.
- (12) At some time in August 2023, but prior to August 29, 2023, claimant learned that the friend's child she had admitted on August 10, 2023 would be celebrating her birthday on August 29, 2023. Claimant promised the friend a free general admission for only that child on that date. Claimant believed she was entitled to grant the admission under the free admission policy as her non-relative walk-in guest. Claimant did not make a reservation for the child or otherwise advise the employer of her plan because the child would be admitted as a walk-in.
- (13) On August 29, 2023, claimant was unexpectedly absent from work for personal reasons. Claimant's friend, unaware of claimant's absence, appeared at the business with the child who was celebrating her fourth birthday as well as her two other young children. The friend stated to the manager on duty that claimant had promised free general admissions for each of her three children and insisted that they be admitted for free. The manager, having no information to verify that claimant had offered free admission to anyone for that day, escalated the matter to one of the owners. The friend repeated the claim that claimant had promised her three free general admissions to the co-owner, but the co-owner did not grant the free admissions. The friend ultimately paid the regular admission fee totaling \$48 for her three

children, and they were admitted on that basis. Claimant was unaware that day that any of this had transpired.

(14) The owners believed the friend's assertions that claimant had promised her three free admissions and assumed that claimant, had she been present, would have granted the three free general admissions in violation of the employer's policies. The owners then reviewed surveillance footage from preceding weeks to determine whether claimant had granted unauthorized free admissions on other occasions, and discovered claimant's camp admission of the friend's child on August 10, 2023. The owners also discovered that on August 10, 2023, claimant admitted approximately 25 children to the camp program, however 4 of them had only regular admission liability waivers on file, including the free admittee.

(15) On August 30, 2023, the employer discharged claimant for having allegedly promised three unauthorized free general admissions to her friend that the employer assumed claimant would have granted had she been at work on August 29, 2023, and for violating several policies and procedures by granting free camp admission to her friend's child on August 10, 2023 without documentation.

#### **CONCLUSIONS AND REASONS:** Claimant was discharged, but not for misconduct.

ORS 657.176(2)(a) requires a disqualification from unemployment insurance benefits if the employer discharged claimant for misconduct connected with work. "As used in ORS 657.176(2)(a) . . . a willful or wantonly negligent violation of the standards of behavior which an employer has the right to expect of an employee is misconduct. An act or series of actions that amount to a willful or wantonly negligent disregard of an employer's interest is misconduct." OAR 471-030-0038(3)(a) (September 22, 2020). ""[W]antonly negligent' means indifference to the consequences of an act or series of actions, or a failure to act or a series of failures to act, where the individual acting or failing to act is conscious of his or her conduct and knew or should have known that his or her conduct would probably result in a violation of the standards of behavior which an employer has the right to expect of an employee." OAR 471-030-0038(1)(c). In a discharge case, the employer has the burden to establish misconduct by a preponderance of evidence. *Babcock v. Employment Division*, 25 Or App 661, 550 P2d 1233 (1976).

Isolated instances of poor judgment, good faith errors, unavoidable accidents, absences due to illness or other physical or mental disabilities, or mere inefficiency resulting from lack of job skills or experience are not misconduct. OAR 471-030-0038(3)(b).

The employer discharged claimant because they believed she violated several policies and procedures by granting free camp admission to a friend's child on August 10, 2023, and that if claimant had been at work on August 29, 2023, she would have again violated several of their policies by granting three free general admissions promised to her friend's children. The order under review concluded that the August 29, 2023 incident was the sole proximate cause of claimant's discharge, that the incident constituted misconduct because claimant promised the friend three free general admissions with the intent to violate the employer's policies, and that claimant also violated the employer's policies with at least wanton negligence in granting the free camp admission without documentation on August 10, 2023. Order No. 24-UI-248675 at 4-7. The record does not support these conclusions.

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<sup>&</sup>lt;sup>1</sup> Because the order under review concluded that the August 29, 2023 incident was a willful violation of the employer's reasonable expectations, the order also considered whether that incident was an isolated instance of poor judgment. Order No. 24-UI-248675 at 6. In so doing, the order concluded that the August 10, 2023 incident also involved willful or wantonly

As a preliminary matter, the misconduct analysis under OAR 471-030-0038(a) typically focuses on the last incident that occurred prior to discharge.<sup>2</sup> Here, however, the employer learned about the August 10, 2023 incident the same day that the August 29, 2023 incident occurred, and discharged claimant due to both incidents. Therefore, both are addressed as the final incidents which led to claimant's discharge. The record shows that neither of these incidents constituted misconduct.

August 10, 2023. The employer reasonably expected that their employees would follow their policies and procedures for collecting information and the applicable liability waiver for every child they admitted to the facility, that they would collect the proper fee for admitting each child except when free admission was authorized, and would properly account for each fee or free admission. The record shows that claimant largely understood these expectations, as demonstrated by her compliance with them on most occasions. However, claimant did not fully understand the expectation that a camp liability waiver was required in all instances for a child who had a general waiver already on file. Claimant also believed that the employer authorized her to deviate from these policies and procedures at her discretion in matters concerning the camp program without violating the employer's expectations.

Claimant testified that she knew she was responsible for ensuring that each child she admitted to the camp program had a camp waiver on file. February 13, 2024 Transcript at 6. The employer's records show that on August 10, 2024, claimant admitted approximately 25 children to the camp program through the normal camp admissions procedure, however at least three of those children did not have camp waivers on file.<sup>3</sup> Exhibit 2 at 1. The reason for these three children being admitted to camp without camp waivers was not fully developed in the record. However, it is reasonable to infer from claimant's testimony regarding her understanding of the waiver requirements, including that "everyone had to have a waiver on file" without exception, that these children were admitted because they had regular waivers on file from previous admissions, likely including admissions to the parent's night out program. February 13, 2024 Transcript at 5; *See* February 13, 2024 Transcript at 5-9.

The co-owner who testified at hearing stated that a camp waiver is required in order to be admitted to the parent's night out program, which is consistent with that waiver's applicability to children whose guardians are not present. February 7, 2024 Transcript at 16-17. In contrast, claimant testified that she understood "either" the general or camp waivers were permitted for parent's night out attendees and that "[t]he majority of the children did not have camp waivers when checking in for parent night out." February 13, 2024 Transcript at 9. When asked why claimant thought it was not a "big deal" for an August 10, 2024 camp admittee to have only a general waiver on file, claimant testified that it was because "multiple" children were routinely admitted to parent's night out without a guardian present,

negligent violations, even though the order did not consider that incident to be a proximate cause of claimant's discharge. *See* Order No. 24-UI-248675 at 7.

<sup>&</sup>lt;sup>2</sup> See e.g. Appeals Board Decision 12-AB-0434, March 16, 2012 (discharge analysis focuses on proximate cause of the discharge, which is generally the last incident of misconduct before the discharge); Appeals Board Decision 09-AB-1767, June 29, 2009 (discharge analysis focuses on proximate cause of discharge, which is the incident without which the discharge would not have occurred when it did).

<sup>&</sup>lt;sup>3</sup> The employer alleged that a fourth child, S.M., was admitted without a camp waiver. Exhibit 2 at 2. However, the employer's records suggest that this customer did not appear for their reservation and was not actually admitted. *See* Exhibit 9 at 4.

including the child in question, and "[b]oth waivers release the company of liability." February 13, 2024 Transcript at 8. This testimony supports that claimant was concerned with protecting the employer from liability through adhering to their waiver policy, but that claimant misunderstood elements of that policy.

To deem a claimant "indifferent" to an employer's expectation or interest, the findings must support the conclusion that a claimant does not care about the consequences of their conduct. See Goin v. Employment Dept., 203 Or App 758, 126 P3d 734 (2006). Mistakes and erroneous beliefs are generally not considered to demonstrate indifference. Claimant failed to discern the legal significance of what the co-owner described in testimony as a "slight difference" between the two waiver types. Claimant also misunderstood whether a customer's previous admission to a program without a guardian present served as adequate evidence that an appropriate waiver of liability to attend the camp program was on file. This suggests that claimant was not indifferent to whether the children admitted had a sufficient waiver on file. Instead, it can be inferred from this evidence that claimant did not know and did not have reason to know of the rigidity with which the employer expected the waiver policy to be carried out, particularly since compliance with and enforcement of the policy in other programs, such as parent's night out, was apparently far from universal. Claimant believed that her practices, generally and on August 10, 2024, ensured that the employer's liability was waived in accordance with the employer's expectations. See February 13, 2024 Transcript at 34. The record shows that this belief, while mistaken, was not the result of more than simple negligence. Accordingly, claimant did not willfully or with wanton negligence violate the employer's expectation regarding obtaining camp waivers on August 10, 2024.

Additionally, the employer discharged claimant because on August 10, 2023, claimant admitted a friend's three-year-old child to the camp program without charging a fee, logging the admission in the computer system, accounting for the fee or free admission in the POS system or spreadsheet, or ensuring that a camp waiver was on file. Claimant did not dispute that she admitted the child under these circumstances. Regarding the lack of camp waiver, claimant testified that she knew the child had previously attended the parent's night out program and therefore believed that the waiver on file was sufficient for the child to again be admitted without a guardian present. February 13, 2024 Transcript at 7. For the reasons previously stated, claimant's failure to ensure that this child had a camp waiver on file, as in the cases of the other children that day, was the result of simple negligence and was not a willful or wantonly negligent policy violation. Regarding admitting the child to the camp program at less than four years of age, claimant admitted that she did not know that the child was 19 days short of her fourth birthday and estimated her age at the time as "approximately four." February 7, 2024 Transcript at 38. Aside from the waiver and age policies, the record shows that claimant willingly failed to follow the employer's normal policies and procedures for admitting the child to the camp program.

However, claimant believed she was granted discretion by the employer to deviate from these policies if they concerned the camp program, and that her admission of the child therefore did not violate the employer's reasonable expectations. The co-owner testified that he and the other co-owner, T.Z., told claimant that "if she wanted to have a child attend a camp for free, she should ask us, to discuss it, and usually we would approve it, but paperwork would have to be done." February 13, 2023 Transcript at 41. The co-owner further denied that claimant was given "authority to grant free entry or discounts on her own." February 7, 2024 Transcript at 12. In contrast, claimant testified that the owners repeatedly told her with regard to the camp program, "[I]t's [your] program, your call," which claimant believed included the ability to admit children to the camp program for free on a walk-in basis, subject only to

capacity limitations. February 13, 2024 Transcript at 17. Claimant further testified that the owners were aware prior to August 10, 2023 that such free admissions had been occurring, and that when the co-owner asked her if "paperwork" had been done with regard to those admissions, she replied that she "really didn't think that I had to," and the co-owner said, "Well, nah." February 13, 2024 Transcript at 17.

To the extent the parties' accounts of what was said regarding claimant's authority to grant free camp admissions and otherwise deviate from admission policies and procedures conflicted, the accounts were no more than equally balanced. As the employer bears the burden of proof, they failed to sufficiently rebut claimant's testimony regarding the statements she attributed to the owners and which she denied the owners had made, and the facts have been found accordingly. While the owners' statements were somewhat open to interpretation as to the scope of authority being granted, claimant's belief that it was within her discretion to admit the child in the manner she did, including by only estimating her age, was not baseless under these circumstances. Therefore, claimant did not willfully violate a reasonable expectation of the employer by admitting the child, nor did she do so with wanton negligence, because she did not know and did not have reason to know that she lacked the authority to deviate from the employer's normal admission policies and procedures as she did.

Further, even if the employer had met their burden of showing that claimant should have known that she did not have the authority to deviate from these specific policies despite the discretion she had over other matters, and therefore violated those policies with wanton negligence, the violation was, at worst, a good faith error. The record shows that the employer routinely granted requests for free admissions or later approved of claimant admitting children to camp for free. It can be inferred that claimant's free admission of a friend's child who otherwise would not have used the employer's paid services that day, which resulted in the child's lunch being purchased from the employer and, ultimately, to three paid general admissions later that month, was calculated by claimant to, at least partially, benefit the employer. The court in *Goin* held that a claimant's honest and not entirely groundless mistake about their employer's needs does not support the conclusion that she did not care about those needs. *Goin v. Employment Dept* 203 Or App 758, 126 P3d 734. Claimant's honest but mistaken belief that her actions would be viewed by the employer as authorized and financially beneficial therefore would have constituted a good faith error, which is not misconduct.

August 29, 2023. The employer reasonably expected that their employees would not grant more than two free general admissions per month to non-relative guests. Though this policy was not written, claimant understood that there was a limit to free general admissions for non-relative employee guests, though she believed the limit was one rather than two, and that the limit did not apply to walk-in guests. February 13, 2024 Transcript at 35. The reasons for claimant's differing understanding of the terms of this policy need not be explored further because the record does not show by a preponderance of evidence that claimant violated the employer's policy, regardless of whether she understood these aspects of it.

The co-owner testified that claimant's friend came to the business on August 29, 2023, and told a manager and the co-owner that claimant had promised her children three free general admissions and repeatedly demanded they be honored. February 1, 2024 Transcript at 6. Claimant rebutted the friend's hearsay assertion, testifying that she had instead told the friend, "You can book the other kids for the \$2.00 off [a discount available to the public] and I can have [the other child] play for free for her

birthday." February 13, 2024 Transcript at 10. As no other witness was present for the conversation at issue between claimant and the friend, claimant's first-hand account of that conversation is entitled to greater weight than the hearsay account.

The order under review gave various reasons for assigning greater weight to the hearsay account. The first was the inference that there was no apparent reason for the friend to assert that claimant had offered her three free admissions if claimant had not actually done so. Order No. 24-UI-248675 at 5. However, the friend's financial motive to falsely make such an assertion at the business, which would have saved her the \$48 in admission fees she ultimately spent, is obvious. The second reason was that if claimant had not actually made such a promise, it could be inferred that the friend would have stated as much in her affidavit, which claimant submitted as evidence, and that the affidavit's silence on the issue meant that the friend was affirming that the promise of three free admissions had been made. Order No. 24-UI-248675 at 6. However, the friend also had apparent self-interest here, in not making a statement under oath that would show she attempted to deprive the employer of admission fees by falsely representing to the co-owner that claimant had promised her three free admissions.

The final reasons given by the order are inferences that claimant would have reserved a single free admission for the child in the computer system or otherwise made note of it in advance, if that is what she had actually promised, and that claimant's mistaken belief that she had already used her one and only free general non-relative admission that month makes it more likely that she would promise three free admissions rather than one since she believed she was violating the policy either way. Order No. 24-UI-248675 at 6. However, as claimant's testimony revealed, claimant believed that the employee guest policy did not count non-relative *walk-in* guests toward the limit. *See* February 13, 2024 Transcript at 35. This explained why claimant would not make a reservation even for a single free admission, and why claimant would believe that offering one free walk-in guest admission, but not three, would not violate policy. Accordingly, claimant's testimony that she promised her friend only one free general admission outweighs the friend's hearsay assertion to the contrary, and the facts have been found accordingly.

Claimant's promise of one free employee non-relative guest general admission to her friend did not violate the employer's expectations because the co-owner testified that claimant was entitled to two such admissions per month, but the record shows that claimant had only used one. February 7, 2024 Transcript at 13. As claimant was absent from work on August 29, 2023, what she *might* have done if present when the friend and her children appeared is speculation. The employer's mere assumption that claimant would have, if given the chance, admitted three children for free in violation of the employer's policies cannot sustain a finding that claimant willfully or with wanton negligence violated a reasonable expectation of the employer on this occasion. Accordingly, the employer has not met their burden of showing that claimant was discharged for misconduct.

For these reasons, claimant was discharged, but not for misconduct, and is not disqualified from receiving unemployment insurance benefits based on the work separation.

**DECISION:** Order No. 24-UI-248675 is set aside, as outlined above.

D. Hettle and A. Steger-Bentz;

S. Serres, not participating.

#### DATE of Service: April 12, 2024

**NOTE:** This decision reverses an order that denied benefits. Please note that payment of benefits, if any are owed, may take approximately a week for the Department to complete.

**NOTE:** You may appeal this decision by filing a Petition for Judicial Review with the Oregon Court of Appeals within 30 days of the date of service listed above. *See* ORS 657.282. For forms and information, you may write to the Oregon Court of Appeals, Records Section, 1163 State Street, Salem, Oregon 97310 or visit the Court of Appeals website at courts.oregon.gov. Once on the website, use the 'search' function to search for 'petition for judicial review employment appeals board'. A link to the forms and information will be among the search results.

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# **Understanding Your Employment Appeals Board Decision**

#### **English**

Attention – This decision affects your unemployment benefits. If you do not understand this decision, contact the Employment Appeals Board immediately. If you do not agree with this decision, you may file a Petition for Judicial Review with the Oregon Court of Appeals following the instructions written at the end of the decision.

#### **Simplified Chinese**

注意 - 本判决会影响您的失业救济金。 如果您不明白本判决, 请立即联系就业上诉委员会。 如果您不同意此判决,您可以按照该判决结尾所写的说明,向俄勒冈州上诉法院提出司法复审申请。

#### **Traditional Chinese**

注意 - 本判決會影響您的失業救濟金。 如果您不明白本判決, 請立即聯繫就業上訴委員會。 如果您不同意此判決,您可以按照該判決結尾所寫的說明, 向俄勒岡州上訴法院提出司法複審申請。

#### **Tagalog**

Paalala – Nakakaapekto ang desisyong ito sa iyong mga benepisyo sa pagkawala ng trabaho. Kung hindi mo naiintindihan ang desisyong ito, makipag-ugnayan kaagad sa Lupon ng mga Apela sa Trabaho (Employment Appeals Board). Kung hindi ka sumasang-ayon sa desisyong ito, maaari kang maghain ng isang Petisyon sa Pagsusuri ng Hukuman (Petition for Judicial Review) sa Hukuman sa Paghahabol (Court of Appeals) ng Oregon na sinusunod ang mga tagubilin na nakasulat sa dulo ng desisyon.

#### **Vietnamese**

Chú ý - Quyết định này ảnh hưởng đến trợ cấp thất nghiệp của quý vị. Nếu quý vị không hiểu quyết định này, hãy liên lạc với Ban Kháng Cáo Việc Làm ngay lập tức. Nếu quý vị không đồng ý với quyết định này, quý vị có thể nộp Đơn Xin Tái Xét Tư Pháp với Tòa Kháng Cáo Oregon theo các hướng dẫn được viết ra ở cuối quyết định này.

#### **Spanish**

Atención – Esta decisión afecta sus beneficios de desempleo. Si no entiende esta decisión, comuníquese inmediatamente con la Junta de Apelaciones de Empleo. Si no está de acuerdo con esta decisión, puede presentar una Aplicación de Revisión Judicial ante el Tribunal de Apelaciones de Oregon siguiendo las instrucciones escritas al final de la decisión.

#### Russian

Внимание – Данное решение влияет на ваше пособие по безработице. Если решение Вам непонятно – немедленно обратитесь в Апелляционный Комитет по Трудоустройству. Если Вы не согласны с принятым решением, вы можете подать Ходатайство о Пересмотре Судебного Решения в Апелляционный Суд штата Орегон, следуя инструкциям, описанным в конце решения.

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#### Khmer

ចំណុចសំខាន់ – សេចក្តីសម្រេចនេះមានផលប៉ះពាល់ដល់អត្ថប្រយោជន៍គ្មានការងារធ្វើរបស់លោកអ្នក។ ប្រសិនបើលោកអ្នកមិន យល់អំពីសេចក្តីសម្រេចនេះ សូមទាក់ទងគណៈកម្មការឧទ្ធរណ៍ការងារភ្លាមៗ។ ប្រសិនបើលោកអ្នកមិនយល់ស្របចំពោះសេចក្តី សម្រេចនេះទេ លោកអ្នកអាចដាក់ពាក្យប្តឹងសុំឲ្យមានការពិនិត្យរឿងក្តីឡើងវិញជាមួយតុលារឧទ្ធរណ៍រដ្ឋ Oregon ដោយអនុវត្តតាម សេចក្តីណែនាំដែលសរសេរនៅខាងចុងបញ្ចប់នៃសេចក្តីសម្រេចនេះ។

#### Laotian

ເອົາໃຈໃສ່ – ຄຳຕັດສິນນີ້ມີຜົນກະທົບຕໍ່ກັບເງິນຊ່ວຍເຫຼືອການຫວ່າງງານຂອງທ່ານ. ຖ້າທ່ານບໍ່ເຂົ້າໃຈຄຳຕັດສິນນີ້, ກະລຸນາຕິດຕໍ່ຫາຄະນະກຳມະການ ອຸທອນການຈ້າງງານໃນທັນທີ. ຖ້າທ່ານບໍ່ເຫັນດີນຳຄຳຕັດສິນນີ້, ທ່ານສາມາດຍື່ນຄຳຮ້ອງຂໍການທົບທວນຄຳຕັດສິນນຳສານອຸທອນລັດ Oregon ໄດ້ ໂດຍປະຕິບັດຕາມຄຳແນະນຳທີ່ບອກໄວ້ຢູ່ຕອນທ້າຍຂອງຄຳຕັດສິນນີ້.

#### Arabic

هذا القرار قد يؤثر على منحة البطالة الخاصة بك، إذا لم تفهم هذا القرار، إتصل بمجلس منازعات العمل فورا، و إذا كنت لا توافق على هذا القرار، يمكنك رفع شكوى للمراجعة القانونية بمحكمة الإستنناف بأوريغون و ذلك بإتباع الإرشادات المدرجة أسفل القرار.

#### **Farsi**

توجه - این حکم بر مزایای بیکاری شما تاثیر می گذارد. اگر با این تصمیم موافق نیستید، بلافاصله با هیأت فرجام خواهی استخدام تماس بگیرید. اگر از این حکم رضایت ندارید، میتوانید با استفاده از دستور العمل موجود در پایان آن، از دادگاه تجدید نظر اورگان در خواست تجدید نظر کنید.

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