EO: Intrastate BYE: 31-May-2025

# State of Oregon **Employment Appeals Board**

159 DS 005.00

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

# EMPLOYMENT APPEALS BOARD DECISION 2024-EAB-0870

Reversed Disqualification

**PROCEDURAL HISTORY:** On July 9, 2024, the Oregon Employment Department (the Department) served notice of an administrative decision concluding that the employer discharged claimant, but not for misconduct, and claimant therefore was not disqualified from receiving unemployment insurance benefits based on the work separation (decision # L0005007736). The employer filed a timely request for hearing. On December 17, 2024, ALJ Micheletti conducted a hearing, and on December 23, 2024, issued Order No. 24-UI-277715, affirming decision # L0005007736. On December 27, 2024, the employer filed an application for review with the Employment Appeals Board (EAB).

**EVIDENTIARY MATTER:** At the beginning of the hearing, before evidence was taken, claimant advised that he wished to offer into evidence a packet of 16 pages of documents relating to "screenshots of text messages, as well as a release of claims agreement." Audio Record at 3:43. Claimant stated he sent the documents to the Office of Administrative Hearings (OAH), with copies served on the employer. Audio Record at 3:31. The employer's representative confirmed receipt of the documents. Audio Record at 4:04. The ALJ stated that OAH had not received the documents. Audio Record at 4:10. The ALJ took the matter back up after the witnesses finished testifying. The employer's representative stated that the employer had no objection to admission of claimant's documents into the record. Transcript at 52. The ALJ stated that he presumed that since the employer had received the documents, OAH would receive them soon as well. Transcript 52-53.

The order under review states under "Evidentiary Rulings" that Exhibit 1, which consists of documents offered by the employer, was admitted into evidence without objection. Order No. 24-UI-277715 at 1. The "Evidentiary Rulings" section does not mention claimant's documents, and there are no documents offered by claimant in the hearing record. Therefore, claimant's documents are presumed to have not been received by OAH, and not admitted into the hearing record for that reason.

**FINDINGS OF FACT:** (1) JKC Automotive, Inc. employed claimant, most recently as a sales manager, at their car dealership from February 11, 2020 until June 5, 2024.

- (2) The employer had a written policy that prohibited harassment in the workplace. The employer trained employees on the policy annually. Claimant was aware of the policy and understood that it prohibited employees from subjecting other employees to unwanted or offensive sexual comments.
- (3) The employer's dealership had a general manager (GM) who sometimes made inappropriate comments to employees. For example, at some point after the beginning of 2024, the GM told a salesperson that she needed to show more cleavage so she could get more sales. Claimant was present when the GM made the statement to the employee. However, claimant did not participate in making the statement to the employee or comment on the statement when the GM made it. Claimant did not report the GM's statement to HR as required by the employer's harassment policy.
- (4) On May 13, 2024, the employer received an anonymous complaint in an online suggestion box for the employer's human resources (HR) department. The complaint was about the conduct of the GM, and the conduct of claimant. The HR department investigated the complaint.
- (5) On May 16, 2024, a salesperson who worked under claimant, AL, mentioned to claimant a text notification she had received from a pharmacy advising that she was eligible for vaccines. The text surprised AL and she read it to claimant. In response, claimant stated to AL, "[T]hey probably know about all the diseases you have, after sleeping with the entire basketball and baseball team." Exhibit 1 at 2.
- (6) On May 20, 2024, the employer terminated the GM's employment.
- (7) On May 25, 2024, the employer assigned a new GM to the dealership. That day, the new GM held a meeting with the dealership's sales staff. Some employees advised that they did not like working with claimant and expressed concerns to the new GM about claimant making offensive sexual comments to employees. The new GM asked the HR department to look into the matter.
- (8) On May 26 or 27, 2024, claimant told a salesperson who was wearing a skirt and who worked under him, HT, "[I]f you uncross your legs customers will know we are open for business." Exhibit 1 at 10. Later that day, when HT stated in claimant's presence that she had a wet cough, claimant stated to HT that he heard HT "was getting wet[.]" Exhibit 1 at 10.
- (9) On May 28, 2024, HT reported claimant's "uncross your legs" comment to the employer's human resources (HR) department.
- (10) After HT reported the "uncross your legs" comment to the employer, the employer received numerous reports from other employees, some corroborating the "uncross your legs" comment and others alleging that claimant had made other offensive comments to employees. On May 31, 2024, the employer's HR director met with the reporting employees, and, on that date, obtained written statements from them outlining the comments claimant had allegedly made. Seven different employees came forward, five of whom where salespeople subordinate to claimant.
- (11) On Friday May 31, 2024, the employer's HR director, new GM, and a third member of management met with claimant. The HR director or the GM brought up claimant's "uncross your legs" comment. The HR director believed that claimant admitted to making the comment but said he was

joking. Claimant believed he did not admit to making the "legs" comment in the meeting. The HR director advised that the employer had received information that claimant had made other offensive comments to employees over the course of the preceding six months. The HR director did not specify to claimant what the other offensive comments were, although claimant asked for details. At the meeting's conclusion, the employer suspended claimant pending an investigation into his conduct.

(12) On June 4, 2024, the employer decided that discharging claimant was warranted. On June 5, 2024, the employer met with claimant again and discharged him for violating the employer's policy against harassment by making the "uncross your legs" comment.

CONCLUSIONS AND REASONS: The employer discharged claimant for misconduct.

Wantonly Negligent Violation. 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 and good faith errors are not misconduct. OAR 471-030-0038(3)(b) (September 22, 2020).

The order under review concluded that claimant did not make the "uncross your legs" comment to HT. Order No. 24-UI-277715 at 3. The order noted that the parties disputed what claimant said to HT, with numerous hearsay accounts supporting the employer's account, and claimant's firsthand testimony supporting his account. Order No. 24-UI-277715 at 3. The order reasoned that claimant's account was more reliable, found the facts accordingly, and concluded that claimant had not violated the employer's harassment policy. Order No. 24-UI-277715 at 3.

The record does not support the order's conclusion. Claimant's comment to HT was the proximate cause of the discharge, and the weight of the evidence favors the employer's account that what claimant said on that occasion was the "uncross your legs" comment. Claimant thus violated the employer's policy, and did so with at least wanton negligence.

At hearing, the employer testified that claimant's "uncross your legs" comment was the final incident leading to the discharge. Transcript at 5-6. Claimant agreed, stating he understood the reason why he was discharged was for allegedly making "inappropriate comments to [HT] about uncrossing her legs or spreading her legs." Transcript at 47. Also, at both the May 31, 2024 suspension meeting and at the June 5, 2024 discharge meeting, only the "uncross your legs" comment was described to claimant, though the existence of other reports was mentioned to claimant without details in the first meeting. These facts support that the "uncross your legs" comment was the determinative factor leading to the discharge. Accordingly, the "uncross your legs" comment was the proximate cause of the discharge and therefore

the focus of the discharge analysis. 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).

Because the parties dispute whether claimant made the "uncross your legs" comment, it is necessary to assess which of the accounts is supported by the preponderance of the evidence. Support for the employer's account consists of written statements from employees. First, HT stated:

On either Sunday or Monday last week, I wore a dress to work sat up front by the cars in the showroom had my legs crossed and [claimant] said "I'll comment cause we're friends, but if you uncross your legs customers will know we are open for business." I did not laugh, I paused and looked at him. He laughed to himself and walked away to repeat the same statement to [AL] about me uncrossing my legs so we'd have more business.

Exhibit 1 at 10. Next, AL, another salesperson subordinate to claimant, stated:

On 5/27 [claimant] walked in to the BDC where I was sitting. He said to me, unprompted, "I think you'll find this funny. I made a joke to [HT], because we are friends. She's over there with her feet propped up in front of the window. And I said "if you open your legs a little, they will definitely know we're open." She was wearing a dress on this day.

Exhibit 1 at 2. Finally, PL, yet another salesperson subordinate to claimant, stated:

Last week during Sunday or Monday [HT] was sitting with her legs crossed near the lift watching for ups and [claimant] came up to her and said something along the lines of "maybe if you opened your legs people would know that we are open for business."

Exhibit 1 at 6.

Support for claimant's account comes from his testimony at hearing. Claimant denied making the "uncross your legs" comment to HT, instead describing the comment as an expression of concern about the way HT was sitting. Transcript at 23-24. Claimant testified that HT was wearing a dress with her legs propped up on a window railing facing the parking lot. Transcript at 24. Claimant testified, "I walked up and made a comment about it might not be the most appropriate way to sit if someone pulls up because she's wearing a long dress." Transcript at 24. Claimant posited that his comment may have been "misconstrued" by the employees because his comment was repeated by them after being overheard. Transcript at 32. Although claimant maintained he did not admit making the "uncross your legs" comment to the employer, the employer's HR director testified that during the May 31, 2024 suspension meeting, claimant admitted to saying the "uncross your legs" comment. Transcript at 6, 10, 17-18, 36, 47-48.

Hearsay evidence is admissible in unemployment insurance hearings. A firsthand account, such as claimant's testimony at hearing, is typically entitled to more weight than hearsay. However, if hearsay

statements are numerous, reliable, detailed, and consistent, the weight of the evidence may favor them over a firsthand account. That is the case here.

The hearsay account of HT that claimant stated, "[I]f you uncross your legs customers will know we are open for business" contradicts claimant's testimony that his comment was an expression of concern about her sitting posture. HT's account is corroborated by that of AL, who reported that claimant told her he had just said to HT the substantially identical statement, "[I]f you open your legs a little, they will definitely know we're open." These are further buttressed by PL's account that claimant said, "[M]aybe if you opened your legs people would know that we are open for business." Claimant's contention that the employees' accounts are unreliable because they repeated claimant's comment after overhearing it is not persuasive. HT's account presents the comment as claimant stated it to her, not as something she overheard. AL's account describes claimant as relaying what he had just said to claimant, with words and details that are substantially identical to HT's account. Finally, the reliability of claimant's account is diminished slightly by the HR director's testimony that claimant admitted to him that he had made the "uncross your legs" comment, a matter that claimant disputed.

For these reasons, the preponderance of the evidence supports that claimant said to HT, "Uncross your legs and customers will know we are open for business." Claimant's statement to HT was an unwanted and offensive sexual comment. Claimant knew and understood that the employer prohibited employees from subjecting other employees to unwanted or offensive sexual comments. Claimant therefore was indifferent to the consequences of his actions, acted consciously, and knew or should have known that a violation of the harassment policy would probably result from his conduct. Therefore, claimant's comment was a wantonly negligent violation of the employer's harassment policy.

**Isolated Instance of Poor Judgment.** Isolated instances of poor judgment are not misconduct. OAR 471-030-0038(3)(b). The following standards apply to determine whether an "isolated instance of poor judgment" occurred:

- (A) The act must be isolated. The exercise of poor judgment must be a single or infrequent occurrence rather than a repeated act or pattern of other willful or wantonly negligent behavior.
- (B) The act must involve judgment. A judgment is an evaluation resulting from discernment and comparison. Every conscious decision to take an action (to act or not to act) in the context of an employment relationship is a judgment for purposes of OAR 471-030-0038(3).
- (C) The act must involve poor judgment. A decision to willfully violate an employer's reasonable standard of behavior is poor judgment. A conscious decision to take action that results in a wantonly negligent violation of an employer's reasonable standard of behavior is poor judgment. A conscious decision not to comply with an unreasonable employer policy is not misconduct.

<sup>&</sup>lt;sup>1</sup> This diminishment is only slight because, at hearing, claimant denied admitting to the HR director that he had made the "uncross your legs" comment. Transcript at 36, 47-48.

(D) Acts that violate the law, acts that are tantamount to unlawful conduct, acts that create irreparable breaches of trust in the employment relationship or otherwise make a continued employment relationship impossible exceed mere poor judgment and do not fall within the exculpatory provisions of OAR 471-030-0038(3).

# OAR 471-030-0038(1)(d).

The record shows that claimant's wantonly negligent conduct of stating to HT, "Uncross your legs and customers will know we are open for business" was not an isolated instance of poor judgment. This is so because the comment was not isolated but part of a repeated act or pattern of other willful or wantonly negligent behavior.

In addition to the "uncross your legs" comment, the weight of the evidence shows that claimant made at least two other unwanted and offensive sexual comments to employees. Specifically, claimant told AL, in reference to a text she had received from a pharmacy about being eligible for vaccines, "[T]hey probably know about all the diseases you have, after sleeping with the entire basketball and baseball team." Exhibit 1 at 2. Claimant also stated to HT that he heard HT "was getting wet" when HT commented that she had a wet cough.

Like the "uncross your legs" comment, it is necessary to weigh the employer's hearsay evidence and claimant's testimony to assess which account is supported by the preponderance of the evidence. As to the "sleeping with the entire . . . team" comment, AL stated:

On 5/16 at approximately 5pm, I received a text message from Rite Aid stating that I may be eligible for certain vaccines. I was puzzled by this text and proceeded to read it aloud to [claimant], after reciting the text, he said "they probably know about all the diseases you have, after sleeping with the entire basketball and baseball team." Taken aback by this I responded by saying "...ok?" Leading him to say "oh of course I mean only the starters." To which I responded "I'm not sure what to say to that." Feeling uncomfortable, I left the room soon after.

# Exhibit 1 at 2. This account is bolstered by that of PL, who stated:

Another time a few weeks ago a couple of the salesman were in the office and [AL] was talking about how Rite aid had messaged her about being eligible for shots and [claimant] said "it's because they know what you have, you know because you slept with the baseball team, and the football team". After that was said [AL] left the office to get away from him.

## Exhibit 1 at 6.

For his part, claimant testified that the "sleeping with the entire . . . team" comment did not happen, to his recollection. Transcript at 26. Claimant contended that the hearsay accounts were inconsistent because AL had referenced basketball and baseball teams whereas PL had referenced baseball and football teams. Transcript at 26. Claimant also argued that he did not make the comment because it did not make sense for AL to be "[r]eading out medical stuff" to him. Transcript at 27.

AL's hearsay account is detailed and relays what claimant was described as having told AL directly. The account is bolstered by the hearsay account of PL, which is consistent with AL's account in all material respects. It is immaterial and does not undermine the reliability of PL's account that the type of sports teams mentioned differed slightly from AL's account. It is also entirely plausible that AL, as a salesperson subordinate to claimant, would mention receiving a text notification from a pharmacy and then read it aloud. Doing so does not reveal sensitive medical information, but merely the contents of a text notification. Accordingly, the preponderance of the evidence supports that claimant said to AL that the pharmacy sent her the text because "they probably know about all the diseases you have, after sleeping with the entire basketball and baseball team." Exhibit 1 at 2.

As to claimant stating that he heard HT "was getting wet" when HT commented that she had a wet cough, HT stated:

Later that day [May 26 or May 27, 2024] [AS] was shadowing me, I was very sick that day coughing and sneezing. I coughed in the sales office and said my cough is getting wet. [Claimant] commented that he heard "I was getting wet" kept going and commenting the same thing on loop. I did not respond. [AS] and I made eye contact but neither commented. I cleared my throat and we moved back to work.

Exhibit 1 at 10. This account is bolstered by the hearsay account of AS, the employee HT described as shadowing her. AS stated:

On Monday the 27<sup>th</sup> of May (Memorial Day) around 6:30 pm, [HT] and I were in the sales office and speaking with [claimant]. [HT] was coughing and she made a comment about her cough being "wet", and [claimant] proceeded with saying, "I thought you said, you said you were wet." [HT] and I both understood she was talking about her cough, while [claimant] proceeded making comments about his initial statement. [HT] cleared her throat after a moment and the room went quiet. [Claimant] proceeded to finish whatever deal [HT] needed and we walked away when it was concluded.

## Exhibit 1 at 5.

In claimant's telling of this incident, he had lost partial hearing in one of his ears following an ear infection and misheard HT. Transcript at 25. Claimant asked HT to repeat herself, and after she did so, stated, "[T]hat makes more sense. I thought you said you were wet." Transcript at 25. Claimant testified that he was trying to figure out if HT had spilled a bottle of water on herself and "there was no sexual connotation to it at all." Transcript at 24.

As with the previously discussed incident, the weight of the evidence favors the hearsay accounts. While claimant may have hearing loss in one of his ears, the accounts of HT and AS are detailed, substantially identical to one another, and reliably convey what the employees allege occurred while they were present together with claimant. Claimant's assertion that he had misunderstood HT and wondered whether she had spilled water on herself would be plausible if considered in isolation. However, it is not reliable, in the face of the countervailing multiple hearsay accounts, given that claimant similarly denied the "uncross your legs" comment and the "sleeping with the entire . . . team" comment, yet the preponderance of the evidence supports that claimant made those statements on those occasions. For

these reasons, the weight of the evidence supports that claimant stated to HT that he heard HT "was getting wet" when HT commented that she had a wet cough.

Accordingly, claimant violated the employer's harassment policy with wanton negligence on May 16, 2024, when he made the "sleeping with the entire . . . team" comment to AL, and on May 27, 2024, when he made the "getting wet" comment to HT. The record therefore shows that the "uncross your legs" comment was not an isolated instance of poor judgment because it was part of a repeated act or pattern of other willful or wantonly negligent behavior.

Good Faith Error. The record fails to show that claimant had a sincere or plausible belief that making the "uncross your legs" comment to HT, the "sleeping with the entire . . . team" comment to AL, or the "getting wet" comment to HT would be authorized by the employer. The employer's harassment policy was in writing and employees were trained on it annually. Transcript at 4-5. Claimant unequivocally testified that he was aware of the policy and understood that unwanted sexual comments were prohibited. Transcript at 23. Claimant also acknowledged that managers had a duty to report suspected sexual harassment to the employer's HR department. Transcript at 40.

Although claimant testified there was crude humor in the workplace and the old GM had apparently made a harassing comment to an employee previously, claimant did not assert at hearing that this caused him to believe the employer would accept such offensive comments. Moreover, the examples claimant cited of crude humor did not involve harassing comments directed at an employee. Transcript at 32-34. To the extent that the old GM tolerated harassing jokes or comments directed at employees, the employer discharged the old GM on May 20, 2024, after the anonymous complaint on May 13, 2024. Claimant was aware of this and made the "uncross your legs" comment *after* the employer had demonstrated its unwillingness to continue the employ of someone who violated their harassment policy and discharged the old GM.

That claimant might believe the employer would condone his making offensive comments is also belied by the fact that when asked at hearing to address the reports from employees alleging that claimant had made offensive comments, claimant denied making them all, with one unremarkable exception.<sup>2</sup> At no point did claimant ever assert that he thought he could make the comments as a joke, or that he believed in good faith that the employer would tolerate them. Transcript at 24-31. Claimant acknowledged at hearing that the statements contained in the employee's allegations were not funny, and testified that he would not "consider those appropriate jokes or anything like that." Transcript at 50. Claimant also conceded that, "I can't name a time I've ever thought that I said anything that offended anybody. I can't think of an offensive joke that I've said." Transcript at 35. For these reasons, claimant's wantonly negligent violation of the employer's harassment policy by making the "uncross your legs" comment to HT was not a good faith error.

The employer discharged claimant for misconduct. Claimant is disqualified from receiving unemployment insurance benefits effective June 2, 2024.

**DECISION:** Order No. 24-UI-277715 is set aside, as outlined above.

Page 8

<sup>&</sup>lt;sup>2</sup> Claimant acknowledged that he "[p]ossibly" had told some employees that he did not care what channel they turned the dealership lobby television to as long as it was not "porn." Transcript at 29.

S. Serres and A. Steger-Bentz;

D. Hettle, not participating.

DATE of Service: January 28, 2025

**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 stated above. See ORS 657.282. For forms and information, visit <a href="https://www.courts.oregon.gov/courts/appellate/forms/Pages/appeal.aspx">https://www.courts.oregon.gov/courts/appellate/forms/Pages/appeal.aspx</a> and choose the appropriate form under "File a Petition for Judicial Review." You may also contact the Court of Appeals by telephone at (503) 986-5555, by fax at (503) 986-5560, or by mail at 1163 State Street, Salem, Oregon 97301.

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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.

Oregon Employment Department • www.Employment.Oregon.gov • FORM 200 (1124) • Page 1 of 2

#### Khmer

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

#### Laotian

ເອົາໃຈໃສ່ – ຄຳຕັດສິນນີ້ມີຜິນກະທົບຕໍ່ກັບເງິນຊ່ວຍເຫຼືອການຫວ່າງງານຂອງທ່ານ. ຖ້າທ່ານບໍ່ເຂົ້າໃຈຄຳຕັດສິນນີ້, ກະລຸນາຕິດຕໍ່ຫາຄະນະກຳມະການ ອຸທອນການຈ້າງງານໃນທັນທີ. ຖ້າທ່ານບໍ່ເຫັນດີນຳຄຳຕັດສິນນີ້, ທ່ານສາມາດຢຶ່ນຄຳຮ້ອງຂໍການທົບທວນຄຳຕັດສິນນຳສານອຸທອນລັດ Oregon ໄດ້ ໂດຍປະຕິບັດຕາມຄຳແນະນຳທີ່ບອກໄວ້ຢ່ຕອນທ້າຍຂອງຄຳຕັດສິນນີ້.

## **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 درخواست تجدید نظر کنید.

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Oregon Employment Department • www.Employment.Oregon.gov • FORM 200 (1124) • Page 2 of 2