

EMPLOYMENT APPEALS BOARD DECISION
2025-EAB-0538

Affirmed
Disqualification

PROCEDURAL HISTORY: On July 17, 2025, the Oregon Employment Department (the Department) served notice of an administrative decision concluding that claimant was discharged by the employer for misconduct and disqualified from receiving benefits effective June 1, 2025 (decision # L0011911843).¹ Claimant filed a timely request for hearing. On September 2, 2025, ALJ Jarry conducted a hearing, and on September 4, 2025 issued Order No. 25-UI-302436, affirming decision # L0011911843. On September 12, 2025, claimant filed an application for review with the Employment Appeals Board (EAB).

WRITTEN ARGUMENT: Claimant submitted written arguments on September 12 and 23, 2025. Claimant did not state that she provided a copy of her arguments to the employer as required by OAR 471-041-0080(2)(a) (May 13, 2019). The arguments also contained information that was not part of the hearing record and did not show that factors or circumstances beyond claimant's reasonable control prevented them from offering the information during the hearing as required by OAR 471-041-0090 (May 13, 2019). EAB considered only the information received into evidence at the hearing. *See* ORS 657.275(2).

FINDINGS OF FACT: (1) Fred Meyer Stores, Inc. employed claimant as a cashier, customer service clerk, and person-in-charge (PIC) at one of their grocery stores from January 15, 2018 through June 3, 2025.

(2) The employer sold money orders at their store. Employees who sold money orders, including claimant, were required to undergo regular training so that they were able to comply with federal regulatory requirements regarding the sale of money orders, primarily aimed at the prevention of money

¹ Decision # L0011911843 stated that claimant was denied benefits from June 1, 2025 through to May 23, 2026. However, decision # L0011911843 should have stated that claimant was disqualified from receiving benefits beginning June 1, 2025, and until she earned four times her weekly benefit amount. *See* ORS 657.176.

laundering. These trainings included an explanation that money orders totaling \$3,000 or more required the customer to provide two separate forms of identification, and that “stacked” transactions—i.e., multiple smaller transactions intended to circumvent the \$3,000 threshold—were prohibited. Transcript at 6. Claimant was aware of and understood these requirements.

(3) On May 16, 2025, claimant was working as the closing-shift PIC. Towards the end of the evening, a customer came to her counter who wished to buy a money order in the amount of \$5,000. Claimant recognized the customer, who “said that he had to do his rent and all this other stuff,” and had sold him money orders previously. Transcript at 18. The customer initially handed the money over to claimant’s coworker, who was working at the counter with her, but the customer only had one form of identification with him, and was unable to provide his social security number. Claimant’s coworker therefore refused to process the transaction, and claimant took it over.

(4) In such circumstances, claimant had previously called Western Union² by phone to “obtain a PIN number [*sic*] to bypass the social security number[.]” Transcript at 16. Claimant did so in this instance as well. However, after waiting on hold for Western Union for nearly three minutes, claimant hung up on them because she was trying to help the remaining customers and close the store for the evening. After hanging up on Western Union, claimant helped the customer by processing his request as five separate \$1,000 transactions, all within the space of a minute.

(5) On May 17, 2025, the employer learned about the “stacked” transactions after reviewing a report of the previous day’s transactions. On May 20, 2025, claimant worked her final shift for the employer. That same day, the employer began an investigation into the May 16, 2025 transactions. On June 3, 2025, the employer discharged claimant because she violated their money order sales requirements on May 16, 2025.

CONCLUSIONS AND REASONS: Claimant was discharged 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 and good faith errors are not misconduct. OAR 471-030-0038(3)(b).

To be isolated, an instance of poor judgment must be a single or infrequent occurrence rather than a repeated act or pattern of other willful or wantonly negligent behavior. OAR 471-030-0038(1)(d)(A).

² The record suggests that the employer contracted with Western Union to provide money order services to its customers.

However, acts that violate the law, that are tantamount to unlawful conduct, or 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)(D).

31 C.F.R. § 1010.415 states:

(a) No financial institution may issue or sell a bank check or draft, cashier's check, money order or traveler's check for \$3,000 or more in currency unless it maintains records of the following information, which must be obtained for each issuance or sale of one or more of these instruments to any individual purchaser which involves currency in amounts of \$3,000-\$10,000 inclusive:

* * *

(2) If the purchaser does not have a deposit account with the financial institution:

(i)

(A) The name and address of the purchaser;

(B) The social security number of the purchaser, or if the purchaser is an alien and does not have a social security number, the alien identification number;

(C) The date of birth of the purchaser;

(D) The date of purchase;

(E) The type(s) of instrument(s) purchased;

(F) The serial number(s) of the instrument(s) purchased; and

(G) The amount in dollars of each of the instrument(s) purchased.

(ii) In addition, the financial institution shall verify the purchaser's name and address by examination of a document which is normally acceptable within the banking community as a means of identification when cashing checks for nondepositors and which contains the name and address of the purchaser, and shall record the specific identifying information (*e.g.*, State of issuance and number of driver's license).

(b) Contemporaneous purchases of the same or different types of instruments totaling \$3,000 or more shall be treated as one purchase. Multiple purchases during one business day totaling \$3,000 or more shall be treated as one purchase if an individual employee, director, officer, or partner of the financial institution has knowledge that these purchases have occurred.

* * *

The employer discharged claimant because she violated their money order sales requirements on May 16, 2025. In particular, claimant sold five money orders totaling \$1,000 each, in a short period of time, to the same customer to circumvent identity-verification requirements for money orders of \$3,000 or more. The employer required that customers purchasing money orders of \$3,000 or more show two separate forms of identity, and prohibited employees from breaking up such orders into smaller transactions to circumvent the \$3,000 threshold.

Claimant was regularly trained on these requirements. Further, claimant testified at hearing that she was aware of the requirement that money orders for \$3,000 or more required the customer to show two forms of identification, and her decision to call Western Union for an “override code” indicates that she was aware that simply breaking the transaction up into smaller transactions was not permitted. Transcript at 16. Thus, claimant willfully violated the employer’s expectations regarding the sale of money orders.

The record does not show that claimant had previously violated any of the employer’s policies or expectations. Therefore, the May 16, 2025 incident was isolated. However, claimant’s conduct cannot be excused as an isolated instance of poor judgment. At hearing, the employer appeared to contend that the law required claimant to record two separate forms of identification from the customer prior to processing the transaction. Transcript at 7. The applicable federal regulation, 31 C.F.R. § 1010.415(a)(2), does not appear to impose such a requirement. As such, claimant’s failure to record two separate forms of identification, while a violation of the employer’s expectations, was likely not illegal or tantamount to illegal conduct.

However, the record shows that the customer did not provide his social security number, as he did not have it available.³ 31 C.F.R. § 1010.415(a)(2)(i)(B) requires that a seller of money orders in circumstances such as claimant’s obtain, for every transaction, “[t]he social security number of the purchaser, or if the purchaser is an alien and does not have a social security number, the alien identification number.” While the record does not show whether the customer provided an alien identification number in place of a social security number, it can be reasonably inferred that he did not, as his having done so likely would have allowed the transaction to be completed without an override from Western Union.⁴ Therefore, claimant likely did not record a social security number or alien identification number from the customer when completing any of the five transactions.

Furthermore, while claimant split the money order into five separate \$1,000 transactions, 31 C.F.R. § 1010.415(b) states that “[m]ultiple purchases during one business day totaling \$3,000 or more shall be treated as one purchase if an individual employee, director, officer, or partner of the financial institution has knowledge that these purchases have occurred.” Here, claimant knew that the purchases had occurred, as she completed the transactions herself. As such, the five separate \$1,000 transactions were legally considered to be a single \$5,000 transaction, and the requirement under 31 C.F.R. § 1010.415(a)(2)(i)(B), above, applied. Because claimant did not comply with the requirement to record the customer’s social security number or alien identification number before completing the transaction,

³ The employer’s witness testified that the customer had provided “somebody else’s social security card,” while claimant merely testified that the customer did not have “the Social Security.” Transcript at 7, 16.

⁴ It is not clear from the record whether, or how, such an override from Western Union would have actually allowed claimant to comport with the legal requirements at issue here. Because claimant did not obtain the override, however, it is not necessary to determine whether it would have.

her conduct violated the law or was tantamount to unlawful conduct, therefore exceeded mere poor judgment, and cannot be excused as an isolated instance of poor judgment.

Similarly, claimant's conduct cannot be excused as a good faith error. The record suggests that claimant pushed the transaction through despite the fact that doing so would violate the employer's expectations and regulatory requirements because she wanted to finish her closing procedures for the evening, and possibly because the customer had explained to her why he needed the money order. To the extent, if any, claimant believed the employer would allow or approve of her conduct, her belief was erroneous. However, given the multiple trainings that claimant had received on the topic, as well as the fact that her coworker had refused to complete the transaction, claimant had no reason to believe that the employer would approve of her doing so, and any such belief was therefore could not have been held in good faith.

In sum, claimant was discharged for a willful violation of the employer's expectations, and this violation cannot be excused as either an isolated instance of poor judgment or a good faith error. Claimant therefore was discharged for misconduct and is disqualified from receiving benefits effective June 1, 2025.

DECISION: Order No. 25-UI-302436 is affirmed.

D. Hettle and A. Steger-Bentz;
S. Serres, not participating.

DATE of Service: October 10, 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 <https://www.courts.oregon.gov/courts/appellate/forms/Pages/appeal.aspx> 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。

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.

Khmer

ចំណុចសំខាន់ – សេចក្តីសម្រេចនេះមានផលប៉ះពាល់ដល់អត្ថប្រយោជន៍គ្មានការងារធ្វើរបស់លោកអ្នក។ ប្រសិនបើលោកអ្នកមិនយល់អំពីសេចក្តីសម្រេចនេះ សូមទាក់ទងគណៈកម្មការឧទ្ធរណ៍ការងារភ្លាមៗ។ ប្រសិនបើលោកអ្នកមិនយល់ស្របចំពោះសេចក្តីសម្រេចនេះទេ លោកអ្នកអាចដាក់ពាក្យប្តឹងសុំឲ្យមានការពិនិត្យរឿងក្តីឡើងវិញជាមួយតុលាការឧទ្ធរណ៍រដ្ឋ Oregon ដោយអនុវត្តតាមសេចក្តីណែនាំដែលសរសេរនៅខាងចុងបញ្ចប់នៃសេចក្តីសម្រេចនេះ។

Laotian

ເອົາໃຈໃສ່ – ຄໍາຕັດສິນນີ້ມີຜົນກະທົບຕໍ່ກັບເງິນຊ່ວຍເຫຼືອການຫວ່າງງານຂອງທ່ານ. ຖ້າທ່ານບໍ່ເຂົ້າໃຈຄໍາຕັດສິນນີ້, ກະລຸນາຕິດຕໍ່ຫາຄະນະກຳມະການອຸທອນການຈ້າງງານໃນທັນທີ. ຖ້າທ່ານບໍ່ເຫັນດີນໍາຄໍາຕັດສິນນີ້, ທ່ານສາມາດຍື່ນຄໍາຮ້ອງຂໍການທົບທວນຄໍາຕັດສິນນໍາສານອຸທອນລັດ Oregon ໄດ້ໂດຍປະຕິບັດຕາມຄໍາແນະນໍາທີ່ບອກໄວ້ຢູ່ຕອນທ້າຍຂອງຄໍາຕັດສິນນີ້.

Arabic

هذا القرار قد يؤثر على منحة البطالة الخاصة بك، إذا لم تفهم هذا القرار، إتصل بمجلس منازعات العمل فوراً، و إذا كنت لا توافق على هذا القرار، يمكنك رفع شكوى للمراجعة القانونية بمحكمة الاستئناف 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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