

**EMPLOYMENT APPEALS BOARD DECISION**  
**2026-EAB-0018**

*Affirmed*  
*Disqualification*

**PROCEDURAL HISTORY:** On September 8, 2025, the Oregon Employment Department (the Department) served notice of an administrative decision concluding that claimant voluntarily quit work without good cause and was therefore disqualified from receiving unemployment insurance benefits from June 22, 2025 through July 25, 2026 (decision # L0012707575). Claimant filed a timely request for hearing. On December 5, 2025, ALJ Naylor conducted a hearing, and on December 10, 2025 issued Order No. 25-UI-313726, modifying decision # L0012707575 by concluding that claimant quit work without good cause and was disqualified from receiving benefits effective June 22, 2025, and until requalified. On December 30, 2025, claimant filed an application for review with the Employment Appeals Board (EAB).

**FINDINGS OF FACT:** (1) Aspen Limo Tours, LLC employed claimant as a chauffeur from April 2024 until June 26, 2025.

(2) Claimant worked part time until October 2024, and was not entitled to a health insurance benefit during that period under the employer's policies. On approximately October 24, 2024, claimant discussed with the employer being dissatisfied with his compensation. At that time, the employer offered claimant full-time work and employer-paid health insurance after 60 days. The health insurance benefit was generally provided on these terms only to full-time employees. Claimant accepted these new terms.

(3) During the 60-day waiting period for the health insurance benefit, the employer provided claimant with insurance enrollment forms on multiple occasions, but claimant did not immediately complete or return them. On December 26, 2024, claimant completed the forms in the employer's human resources office.<sup>1</sup> Claimant and the employer expected claimant's health insurance coverage to begin in January 2025.

(4) In mid-March 2025, claimant inquired of the insurer why he had not received evidence of coverage and learned that he had not been enrolled in the employer's plan. On March 17, 2025, claimant told the

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<sup>1</sup> A third-party company provided human resources services for the employer.

employer that he intended to resign, though at that time he did not cite the health insurance issue as a reason. The parties agreed to a March 25, 2025 meeting at the human resources office to discuss the matter.

(5) At the March 25, 2025 meeting, the parties reached an agreement wherein claimant would resume part-time work but still be eligible for health insurance, and the parties would split the premium cost evenly, with claimant's share being deducted from his pay.

(6) In late May 2025, claimant again contacted the insurer to inquire why he had not received evidence of coverage and learned that he had still not been enrolled in the employer's health insurance plan. On May 29, 2025, claimant texted the human resources representative, M, with whom he had completed the enrollment forms in December 2024, to complain about the situation. M responded that day, texting, "I am working with our broker now to get you enrolled. The forms you filled out may be out dated. I have sent them to the broker and she will let me know. I will be in touch tomorrow with a better answer." Exhibit 2 at 13. On June 2, 2025, claimant replied, "I wouldn't worry about it. My days at [the employer] are #'d." Exhibit 2 at 13. Based on claimant's response, M did not make any further efforts to enroll claimant in the health insurance plan.

(7) On June 11, 2025, claimant gave written notice of his resignation, to become effective June 25, 2025, stating that it was "[f]or health reasons" which he declined to discuss.<sup>2</sup> Exhibit 2 at 14. Claimant did not mention health insurance in the notice, but felt "disgruntled" that he had not been enrolled in the plan by late May 2025. Transcript at 13. Claimant had not planned to seek medical treatment or otherwise use the insurance coverage during the period he was employed.

(8) On June 26, 2025, claimant quit working for the employer.

**CONCLUSIONS AND REASONS:** Claimant voluntarily quit work without good cause.

A claimant who leaves work voluntarily is disqualified from the receipt of benefits unless they prove, by a preponderance of the evidence, that they had good cause for leaving work when they did. ORS 657.176(2)(c); *Young v. Employment Dept.*, 170 Or App 752, 13 P3d 1027 (2000). "Good cause . . . is such that a reasonable and prudent person of normal sensitivity, exercising ordinary common sense, would leave work." OAR 471-030-0038(4) (September 22, 2020). "[T]he reason must be of such gravity that the individual has no reasonable alternative but to leave work." OAR 471-030-0038(4). The standard is objective. *McDowell v. Employment Dept.*, 348 Or 605, 612, 236 P3d 722 (2010).

Claimant quit working for the employer because they failed to ensure that he was enrolled in their health insurance plan as of May 29, 2025. Claimant twice bargained for enrollment in the plan, in October 2024 and March 2025, and was entitled to coverage since January 2025 as part of his agreed-upon compensation. The employer gave conflicting evidence as to why claimant was not enrolled in the plan as of May 29, 2025. A December 1, 2025<sup>3</sup> email from the employer's human resources provider stated

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<sup>2</sup> Claimant stated in the notice that he was alternately willing to continue working through June 30, 2025, at the employer's discretion.

<sup>3</sup> The record shows that the email header displayed the date in day/month/year format, and that it was sent on December 1, 2025, rather than January 12, 2025. Transcript at 29.

that in the December 26, 2024 meeting at which claimant completed the enrollment forms with M, claimant “expressed that he wasn’t sure he was going to stay full time,” and M therefore told him that she would “not be submitting the enrollment forms until [claimant] confirmed his status with [the employer].” Exhibit 1 at 7. The email further suggested that claimant did not bring up the issue of health insurance with the human resources provider again until “some time later in May [2025],” but the email also stated, “It is also important to note that [M] had multiple phone calls with [claimant] discussing insurance and his employment with [the employer]. He was very dissatisfied with multiple aspects of his employment.” Exhibit 1 at 7.

At hearing, M testified that she submitted the enrollment forms to the insurer following the December 26, 2024 meeting, and was unaware that his coverage had not begun until February 2025, at which point she contacted their insurance broker and the insurer to investigate the matter. Transcript at 19. M further testified, “[A]t that point in time there was a conversation that [claimant] and I had via the phone. . . where [claimant] was displeased with his employment. . . and [I] wasn’t sure if it was worth it to even. . . enroll [him] in insurance at that point. So at that point I stopped investigating the situation. . . [and] said, ‘[L]et me know. . . where you’re wanting to go with this.’” Transcript at 19-20. M implied that the matter was not discussed again until the March 25, 2025 meeting, at which the parties agreed that each would pay half of the insurance premium going forward. Transcript at 20. M testified that “at that point in time” she contacted the broker and learned that the forms claimant had completed in December 2024 had since changed and that claimant would need to complete updated forms to enroll. Transcript at 21. M testified that she let claimant know this, and “at that point” he told her “not to worry about it. . . because his time with the [employer] was limited,” referring to claimant’s May 29, 2025 text message. Transcript at 21. Claimant testified that he did not recall being told, at any time prior to May 2025, that the enrollment forms were being withheld from the insurer due to his ambivalence about working for the employer, or for any other reason. Transcript at 34.

In weighing this evidence, it is more likely than not that the employer failed to provide claimant with compensation he was due under the employment agreement, in the form of health insurance coverage, from January through May 2025. As more than two months had elapsed between the March 25, 2025 meeting and the May 29, 2025 text exchange in which M told claimant about the outdated forms, M’s efforts to investigate why claimant had not been enrolled in the plan could not have occurred at roughly the same point in time as both of these events, as M’s testimony suggested had happened. It is therefore more likely than not that M did not make efforts, following the March 25, 2025 meeting, to ensure that claimant was enrolled in the health plan until claimant raised the issue on May 29, 2025. Under these circumstances, claimant may have faced a grave situation.

However, claimant had a reasonable alternative to leaving work. Given the employer’s failure to ensure that claimant was enrolled in the insurance plan from January through March 2025, it would have been reasonable for claimant to also exercise diligence in confirming his timely enrollment following the March 25, 2025 meeting. Claimant made no effort in that regard until May 29, 2025. When claimant brought the matter to M’s attention on that date, M quickly investigated and determined the likely cause of the problem to be outdated forms, informing claimant of this the same day, and suggesting that she could have enough information to potentially resolve the issue the next day with claimant’s cooperation. Claimant responded by texting, “I wouldn’t worry about it. My days at [the employer] are #’d.” Exhibit 2 at 13. The employer therefore discontinued their efforts to enroll claimant in the plan. It is reasonable to infer that had claimant agreed to complete the updated forms instead of telling M to not “worry about

it,” he likely would have been enrolled in the insurance plan, potentially in time for coverage to become effective on June 1, 2025. Therefore, claimant did not avail himself of a reasonable alternative to quitting work that likely would have resolved the grave situation he faced. Accordingly, claimant quit work without good cause.

For these reasons, claimant voluntarily quit work without good cause and is disqualified from receiving unemployment insurance benefits effective June 22, 2025.

**DECISION:** Order No. 25-UI-313726 is affirmed.

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

**DATE of Service:** February 5, 2026

**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 الإستئناف 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 دستورالعمل موجود در پایان آن، از دادگاه تجدید نظر اورگان درخواست تجدید نظر کنید.

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