

**EMPLOYMENT APPEALS BOARD DECISION**  
**2026-EAB-0499**

*Modified*  
*Overpayment, No Penalties*

**PROCEDURAL HISTORY:** On September 10, 2025, the Oregon Employment Department (the Department) served notice of an administrative decision concluding that claimant willfully made a misrepresentation and failed to report a material fact to obtain benefits, and assessing a \$4,180 overpayment that claimant was required to repay to the Department, a \$627 monetary penalty, and a 19-week penalty disqualification from future benefits (decision # L0012771099). Claimant filed a timely request for hearing. On April 30, 2026, ALJ Micheletti conducted a hearing, and on May 1, 2026, issued Order No. 26-UI-329135, modifying decision # L0012771099 by concluding that claimant willfully made a misrepresentation and failed to report a material fact to obtain benefits, and assessing a \$3,792 overpayment that claimant was required to repay to the Department, a \$568 monetary penalty, and a 19-week penalty disqualification from future benefits. On May 11, 2026, claimant filed an application for review with the Employment Appeals Board (EAB).

**WRITTEN ARGUMENT:** EAB considered claimant's written argument in reaching this decision.

**FINDINGS OF FACT:** (1) On April 1, 2024, claimant began working as director of operations for an employer called Flintlock Limited Company. Claimant had previously worked for Flintlock from 2019 to 2022.

(2) At some point prior to February 14, 2025, Flintlock hired two new employees. Many of claimant's responsibilities as director of operations were passed off to the new employees and some of Flintlock's board members. Although there was no formal restructuring, claimant interpreted Flintlock's actions as indicating that they were restructuring their organization.

(3) Claimant's manager was Flintlock's executive director. Claimant felt that there was "interpersonal friction and . . . misalignment between" herself and the executive director. Transcript at 30. Prior to February 14, 2025, claimant had had some conversations with members of Flintlock's board about wanting to do other things. Though the conversations were indefinite, and claimant thought them to be confidential, the executive director learned of the conversations.

(4) On February 14, 2025, the executive director called claimant. In the call, the executive director noted that claimant seemed unhappy in her job and that new employees were taking on some of her responsibilities. The executive director proposed that claimant separate from Flintlock, stating that it would be "in the best interest for [them] both if [claimant] was to separate from the organization." Transcript at 35. Claimant stated that she needed time to think about it and the call ended.

(5) On February 17, 2025, the executive director called claimant again, following up on her earlier call. In the call, claimant felt pressured to separate from employment with Flintlock. Claimant told the executive director that she agreed to separate, although she did not feel she really had a choice in the matter. Claimant did not want to be unemployed, and would not quit working for Flintlock without having another job lined up, but felt that the executive director did not want her to continue working for Flintlock, and that if she had declined to agree to separate, the executive director would have discharged her.

(6) On February 17, 2025, after the call, the executive director sent an email to claimant outlining the terms of claimant's work separation. *See* Exhibit 1 at 12. The email called for claimant to work as normal until February 26, 2025, then to work in a limited capacity and remain available for questions for the next four weeks with the employment ending on March 27, 2025. The email called for a severance agreement "to be signed at the end or when we get to it." Exhibit 1 at 12. On March 27, 2025, claimant replied to the email stating that "all of the transitional items previously discussed above have been completed." Exhibit 1 at 13.

(7) On March 27, 2025, claimant filed an initial claim for unemployment insurance benefits. When she did so, the initial claim form asked claimant to explain why she was no longer working for Flintlock by choosing one of five descriptors in a drop-down menu. The choices to select from were as follows: (1) discharge, (2) voluntary quit, (3) laid off due to lack of work, (4) still working, and (5) leave of absence. Claimant selected "laid off due to lack of work." Transcript at 13. She did so because that description seemed most fitting to her based on the new employees having taken some of her responsibilities, which led her to believe that Flintlock was restructuring.

(8) On March 28, 2025, an employee of Flintlock emailed claimant a draft severance agreement. Flintlock drafted the terms of the agreement form and gave the form the date of February 26, 2025. The draft agreement form included a passage stating, "You are ending your employment voluntarily . . . as of 2/27/2025." Exhibit 1 at 15.

(9) On March 29, 2025, claimant signed the severance agreement and emailed it back to Flintlock. Claimant signed the agreement because she hoped to receive a severance payment mentioned in the agreement. Claimant later learned that the employer regarded the amounts that they paid her during the period of February 27 through March 27, 2025 as this severance payment, whereas claimant had thought that the severance would be a payment that she would receive in addition to her February 27 through

March 27, 2025 pay. Though claimant understood that by signing, it would be noted that she was ending her employment voluntarily, she only signed the agreement to receive what she thought was an additional severance payment.

(10) A Department adjudicator investigated claimant's work separation from Flintlock and concluded that the work separation was a voluntary quit. On April 30, 2025, the Department issued an administrative decision, decision # L0010509363, concluding that claimant had voluntarily quit working for Flintlock without good cause and therefore was disqualified from receiving benefits effective March 23, 2025. *See* Exhibit 1 at 21. On May 20, 2025, decision # L0010509363 became final without claimant having filed a request for hearing on the decision.

(11) On September 29, 2025, claimant filed a late request for hearing on decision # L0010509363. On May 4, 2026, the Office of Administrative Hearings (OAH) issued Order No. 26-UI-329167, dismissing the request for hearing on decision # L0010509363 as late without good cause and leaving decision # L0010509363 undisturbed. Claimant did not file an application for review of Order No. 26-UI-329167 with EAB.<sup>1</sup>

(12) Claimant claimed benefits for the weeks including March 23, 2025 through April 26, 2025 (weeks 13-25 through 17-25). These are the weeks at issue. The Department paid claimant \$448 in benefits for week 13-25, and \$836 in benefits for each of weeks 14-25, 15-25, 16-25, and 17-25, for a total of \$3,792.

(13) If claimant had reported on her initial claim form that she had voluntarily quit working for Flintlock, the Department would not have paid claimant for the weeks at issue.

**CONCLUSIONS AND REASONS:** Claimant received \$3,792 to which she was not entitled. Claimant is liable for an overpayment in that amount to be repaid or deducted from future benefits otherwise payable. Claimant is not liable for a monetary penalty or penalty week disqualifications from future benefits.

A claimant who was overpaid benefits because the claimant, regardless of their knowledge or intent, made or caused to be made a false statement or misrepresentation of a material fact, or failed to disclose a material fact, must repay the benefits or have the benefit amount deducted from future benefits otherwise payable to them. ORS 657.310(1)(a). An overpayment may only be deducted from any future benefits the claimant is eligible to receive within the five years after the decision concluding there was an overpayment becomes final. ORS 657.310(2)(c).

A claimant who willfully made a false statement or misrepresentation, or willfully failed to report a material fact to obtain benefits, may be disqualified for benefits for a period not to exceed 52 weeks. ORS 657.215. The Department bears the burden to prove willful misrepresentation by a preponderance of the evidence. *Cook v. Employment Div.*, 47 Or. App. 437, 440-41, 614 P.2d 1193, 1194-95 (1980).

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<sup>1</sup> EAB has taken notice of the facts contained in this paragraph, which are contained in Employment Department records. OAR 471-041-0090(1) (May 13, 2019). Any party that objects to EAB taking notice of this information must send their objection to EAB in writing, stating why they object, within ten days of EAB mailing this decision. OAR 471-041-0090(2). Unless EAB receives and agrees with the objection, the noticed facts will remain in the record.

A claimant who has been disqualified from benefits under ORS 657.215 for making a willful misrepresentation must also pay a penalty in an amount between 15 and 30 percent of the amount of the overpayment. ORS 657.310(3)(a).

The order under review concluded that claimant was overpaid \$3,792 in benefits and was liable for a monetary penalty and penalty week disqualifications because she had willfully made a false statement to obtain the benefits by stating on her initial claim form that Flintlock had laid her off due to lack of work. Order No. 26-UI-329135 at 3-7. The record does not support that claimant willfully made a false statement to obtain benefits.

The nature of claimant's work separation from Flintlock was a voluntary quit. This has been established as a matter of law by decision # L0010509363, which claimant appealed late and which was left undisturbed by Order No. 26-UI-329167. Therefore, when claimant stated on her initial claim form that she was no longer working for Flintlock because she had been laid off due to a lack of work, rather than because she had voluntarily quit, she made a false statement. The false statement caused claimant to receive \$3,792 in benefits for the weeks at issue because if claimant had reported on her initial claim form that she had voluntarily quit working for Flintlock, the Department would not have paid claimant for the weeks at issue. Although claimant believed that describing her work separation as laid off due to lack of work was most fitting, claimant is liable under ORS 657.310 regardless of her knowledge or intent in making the false statement. Claimant therefore received \$3,792 in benefits to which she was not entitled and is liable to repay the benefits to the Department or have the benefit amount deducted from future benefits otherwise payable.

However, the Department did not meet their burden to show that, by selecting "laid off due to lack of work" on her initial claim form, claimant willfully made a false statement or misrepresentation to obtain benefits such as to subject her to penalty weeks under ORS 657.215 or a monetary penalty under ORS 657.310(3)(a). At hearing, claimant disputed that she had selected "laid off due to lack of work" as the reason she was no longer working for Flintlock willfully to obtain benefits, asserting to the contrary that she chose that descriptor because it seemed to her to be the most appropriate way to categorize the work separation. Transcript at 31, 36. Claimant's assertion is plausible. That a person might sincerely view "laid off due to lack of work" as the most fitting description is supported to some extent by the fact that one could reasonably interpret that Flintlock was undergoing restructuring given that they had hired new employees and transferred many of claimant's responsibilities to the new employees and to board members.

Moreover, the circumstances of claimant's departure from Flintlock were ambiguous and included some factors that might reasonably suggest to a person that it would be inaccurate to describe the work separation as a voluntary quit. For example, the executive director, claimant's manager with whom claimant felt misaligned, initiated the idea of separating from Flintlock, calling claimant on February 14, 2025 and casting the proposal as something that was in the best interest of them both. Though claimant had previously had some conversations with board members about wanting to do other things, those conversations were indefinite, claimant thought them to be confidential, and claimant would not quit working for Flintlock without having another job lined up. When claimant deferred the executive director's proposal, stating that she needed time to think about it, the executive director continued pursuing the idea, following up with another call on February 17, 2025. In that call, claimant agreed to separate but felt that if she had declined to agree the executive director would have discharged her.

From there, the executive director outlined the terms of claimant's departure from Flintlock by email. Claimant replied to this email on March 27, 2025 that all the items were completed, then filed her initial claim the same day. Only after filing her initial claim, in which she described the work separation as "laid off due to lack of work," was claimant presented with Flintlock's draft severance agreement, which included the passage "You are ending your employment voluntarily . . . as of 2/27/2025." Exhibit 1 at 15. Though claimant then signed the agreement, which included the statement: "You are ending your employment voluntarily," this is of limited relevance as to whether claimant willfully made a false statement because she signed the agreement after filing the initial claim. Further, claimant only signed the agreement to receive what she thought was an additional severance payment, not because she believed she had voluntarily quit. Indeed, claimant consistently denied, both during the Department's investigation and at hearing, that she had quit working for Flintlock voluntarily. *See* Exhibit 1 at 36-37; Transcript at 26, 29. Considering these facts in combination, it is reasonable to conclude that claimant sincerely did not think that her departure from Flintlock was a voluntary quit and therefore did not describe the work separation as a voluntary quit on the initial claim form because she thought it would be inaccurate to do so.

For these reasons, the Department did not meet their burden to show that, by selecting "laid off due to lack of work" on her initial claim form, claimant willfully made a false statement or misrepresentation to obtain benefits. Accordingly, claimant is not liable for penalty weeks under ORS 657.215 or a monetary penalty under ORS 657.310(3)(a). However, claimant did receive \$3,792 in benefits to which she was not entitled and is liable under ORS 657.310 to repay the benefits to the Department or have the benefit amount deducted from future benefits otherwise payable.

As the effect of this decision is to modify claimant's overpayment from a misrepresentation overpayment to a claimant fault non-fraud overpayment, claimant may wish to file a request for waiver of recovery of the overpayment. Information on how to do so is included in a note below.

**DECISION:** Order No. 26-UI-329135 is modified, as outlined above.

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

**DATE of Service:** June 23, 2026

**NOTE: If paying back your overpayment would be a financial hardship, you may request an overpayment waiver.** The Department may forgive the debt and stop collection efforts if you meet certain requirements. If you apply for a waiver but do not qualify for the waiver, other relief may be available. Other relief may include a temporary pause in collection efforts or a limit on how much your current benefits may be reduced due to the overpayment. It is important to apply for a waiver as soon as possible because waivers are not retroactive. This means that if the Department grants the waiver, you will not receive a refund of payments you have already made on the overpayment.

The Overpayment Waiver Application is available for download at <https://unemployment.oregon.gov/uploads/docs/FORM129-EN.pdf>

**For more information on requesting a waiver go to <https://unemployment.oregon.gov/overpayments>**

**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.

**Please help us improve our service by completing an online customer service survey.** To complete the survey, please go to <https://www.surveygizmo.com/s3/5552642/EAB-Customer-Service-Survey>. If you are unable to complete the survey online and wish to have a paper copy of the survey, please contact our office.



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

**Employment Appeals Board - 875 Union Street NE | Salem, OR 97311**

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Website: [www.Oregon.gov/employ/pages/employment-appeals-board.aspx](http://www.Oregon.gov/employ/pages/employment-appeals-board.aspx)

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El Departamento de Empleo de Oregon es un programa que respeta la igualdad de oportunidades. Disponemos de servicios o ayudas auxiliares, formatos alternos y asistencia de idiomas para personas con discapacidades o conocimiento limitado del inglés, a pedido y sin costo.