

- 01/27/25 – Kroger files a 4<sup>th</sup> Appeal to the above 12/09/24 Determination (corrected on 01/03/25 due to a date typo error in the original 12/09/24 Determination) **again questioning:**
- *Did the Claimant receive payment or perform services during the period in question?*
- 02/05/25 – Prevails @ IDES “Telephone Hearing” re: Kroger’s 1<sup>st</sup> Appeal (01/08/25) to the above 12/09/24 Determination:
- **The Claimant (me) appeared as did the Employer’s Agent; however, Rich Pourchot, representing the Employer / Appellant, failed to appear.**
- 02/10/25 – Prevails @ IDES “Telephone Hearing” re: Kroger’s 5<sup>th</sup> Appeal (01/22/25) (whatever happened Kroger’s 2<sup>nd</sup> Appeal [01/15/25]?) ... when questioned by the judge re:
- *Whether the employer filed a timely and sufficient Notice of Possible Ineligibility?, Rich Pourchot, representing the Employer / Appellant, testified, under oath, that he had no knowledge of my “ ... Possibl(y) (being) Ineligible (to receive benefits) and*
  - *Whether the Claimant was an unemployed individual or was the Claimant receiving deductible wages during the period underreview?, Rich Pourchot, representing the Employer / Appellant, testified, under oath, that he had no knowledge of my “ ... receiving deductible wages during the period under review.”*
- 02/26/25 – Prevails @ IDES “Telephone Hearing” re: **Kroger’s 6<sup>th</sup> Appeal** (02/10/25) **again questioning:**
- *Why was the Claimant separated from employment with the above employer? If discharged, was it for misconduct in connection with the work? If Claimant left voluntarily, was it for good cause attributable to the employer?*

Rather lengthy (but condensed!) Administrative Law Judge’s Decision @ Kroger’s last bite @ the apple:

**“820 ILCS 405/602A provides that an individual shall be ineligible for benefits for the weeks in which he has been discharged for misconduct connected with his work and, thereafter, until he has become re-employed and has had earnings equal to or in excess of his current weekly benefit amount in each of four calendar weeks. The term “misconduct” means the deliberate and willful violation of a reasonable rule or policy for the employing unit, governing the individual’s behavior in performance of his work, provided such violation has harmed the employing unit or other employees ...**

Every justifiable discharge does not disqualify the discharged employee from receiving unemployment benefits. Employee conduct may be such that the employer may properly discharge them. Such conduct might not, however, constitute “misconduct connected with the work.” ... In order to show that an employee should be disqualified for misconduct, an employer must satisfy a higher burden than merely proving that an employee should have been discharged ... an employer who alleges that a claimant is ineligible for unemployment compensation by reason of misconduct ultimately has the burden of proof on this issue by a preponderance of evidence.

In this case, there is insufficient evidence to demonstrate that the claimant engaged in actions that would amount to the misconduct contemplated under the provisions of Section 602A of the Illinois Unemployment Insurance Act or any subsection thereof. **The claimant, a member of the employer's union, was asked to meet to discuss his performance without a union steward. The claimant initially declined because he wanted union representation in the meeting but agreed after he was told he would be placed on indefinite suspension if he did not attend ... It was the employer's position that any member of the union could serve as a witness to the conversation. It was the claimant's position that only elected members may handle union business. The employer did not provide the union contract. The employer's testimony that the claimant engaged in unprofessional behavior during this meeting he was forced to attend without representation was credible. However, the claimant had reason to request representation since the discussion was disciplinary in nature ... The separation from employment did not occur under disqualifying circumstances. Accordingly, based upon a preponderance of the evidence, it was not established that the discharge was for misconduct in connection with the work as defined by the Act."**

The fact that a picture of a horse's rear end was prominently displayed on the " <https://rich-pourchot.com> " webpage:

- 1) **The ALJ sustained my Objection, citing the letter of termination, dated 11/26/24, stating "discourtesy towards customers" and "failure to follow instructions"; specifically, this letter makes no mention of the picture of a horse's rear end being prominently displayed on the " <https://rich-pourchot.com> " webpage and**
- 2) **The indefinite suspension occurred on 11/12/24 @ approx. 4:00pm; this webpage was not created until after 7:00pm on 11/12/24.**

→ [https://youtu.be/O0hvVSGQn4s?si=qkEWTbpl\\_bHggGfR](https://youtu.be/O0hvVSGQn4s?si=qkEWTbpl_bHggGfR) ←

Additionally @ this IDES 02/26/25 "Telephone Hearing" re: **Kroger's 6<sup>th</sup> Appeal:**

Rich Pourchot, store manager, Kroger on Oakland, Bloomington, IL could not recall one (1) single e-mail – re: store safety and security concerns – sent him prior to my being indefinitely suspended / terminated. This "memory lapse" demands the following questions be immediately addressed:

- 1) Did Rich Pourchot, store manager, Kroger on Oakland, Bloomington, IL purposefully not recall one (1) single e-mail (felony perjury?) or
- 2) Did Rich Pourchot, store manager, Kroger on Oakland, Bloomington, IL, immediately delete all of my e-mails – without reading – when appearing in his Kroger corporate e-mail InBox or
- 3) Did Rich Pourchot, store manager, Kroger on Oakland, Bloomington, IL block all of my e-mails so they wouldn't appear in his Kroger corporate e-mail InBox?

How could one attain – and most importantly, retain - the Grand Poobah position @ Kroger on Oakland with such stellar managerial qualifications? Inquiring minds want to know! (As I'm sure does a shareholder or two.)

**THANK YOU AMERICA AND ALL SHIPS AT SEA!**

THE BEAT GOES ON.