

**IN THE COMMONWEALTH COURT OF PENNSYLVANIA**

Gregory Achenbach,	:	
Petitioner	:	
	:	
v.	:	No. 783 C.D. 2014
	:	SUBMITTED: August 29, 2014
Unemployment Compensation	:	
Board of Review,	:	
Respondent	:	

**BEFORE:   HONORABLE BONNIE BRIGANCE LEADBETTER, Judge**  
**HONORABLE ROBERT SIMPSON, Judge**  
**HONORABLE ANNE E. COVEY, Judge**

**OPINION NOT REPORTED**

**MEMORANDUM OPINION BY**  
**JUDGE LEADBETTER**

**FILED: October 30, 2014**

Gregory Achenbach (Claimant) petitions for review of the order of the Unemployment Compensation Board of Review (Board) that affirmed the decision of the referee to deny him unemployment compensation benefits pursuant to the willful misconduct provision found in Section 402(e) of the Unemployment Compensation Law (Law), 43 P.S. § 802(e).<sup>1</sup> We affirm.

According to the referee's findings of fact, which were adopted in full by the Board, Claimant worked for Heffner Family Services (Employer) as a licensed funeral director for fifteen or sixteen years. The events leading to Claimant's termination were as follows. Claimant was responsible for helping a client plan arrangements for a funeral. The client (now deceased) made

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<sup>1</sup> Act of December 5, 1936, Second Ex.Sess., P.L. (1937) 2897, *as amended*. Section 402(e) of the Law provides that an employee shall be ineligible for compensation for any week in which his unemployment is due to his discharge for willful misconduct connected to his work.

arrangements for the funeral prior to death and paid for certain things. The client's son preferred to deal with Claimant privately, as opposed to involving client's daughter, promising payment through an insurance policy. After the funeral, the client's son contested charges, claiming that the services had been prepaid along with the casket and vault. The client's son also accused Claimant and Employer of forgery. Employer was prepared to file a claim for collection of past due payments, but learned that the arrangements for this funeral had not been finalized until Claimant handed the contract to the client's family at the funeral. To comply with both federal and state regulations, Employer's established policy is that a client's family should receive a copy of the final charges prior to the funeral. Employer decided to drop the claim because he felt that it could not proceed successfully. Claimant was shortly thereafter given notice of termination for multiple workplace violations.

The Department found that Claimant was ineligible for benefits under Section 402(e) of the Law. Claimant appealed to a referee, who affirmed the decision. Claimant further appealed to the Board which affirmed, determining that Claimant did not have good cause for violating federal and state law. Claimant's appeal to this court followed.

To be ineligible for unemployment compensation because of willful misconduct, "the actions of the employee must represent a disregard of standards of behavior which the employer has a right to expect of an employee[e]." *LeGare v. Unemployment Comp. Bd. of Review*, 444 A.2d 1151, 1153 (Pa. 1982). The burden of proof for willful misconduct lies with the employer. *Grand Sport Auto Body v. Unemployment Comp. Bd. of Review*, 55 A.3d 186, 190 (Pa. Cmwlth. 2012). Once the employer satisfies its burden, the burden shifts to the employee to

show good cause for his conduct. *Id.* at 190. “A claimant has good cause if his or her actions are justifiable and reasonable under the circumstances.” *Docherty v. Unemployment Comp. Bd. of Review*, 898 A.2d 1205, 1208-09 (Pa. Cmwlth. 2006).

Claimant concedes that there are rules and regulations in place, and that those rules were violated. Claimant argues only that he was not willful when he disregarded the rules and had good cause to do so. Claimant argues that he exercised reasonable judgment during a very emotional time for the client’s family and that Employer had not provided training on the regulations or a written policy on the topic.

An employee is expected to follow the law in all circumstances, especially when his failure to do so will have an adverse effect on Employer. *Berger v. Unemployment Comp. Bd. of Review*, 471 A.2d 912, 914 (Pa. Cmwlth. 1984). Claimant was required by both federal and state law to have a finalized copy of the contract delivered immediately after funeral arrangements were made. 16 C.F.R. § 453.2(b)(5)(i); 49 Pa. Code § 13.204(a). Instead, Claimant delivered a finalized copy at the funeral and began talks about payment two days later. Claimant testified that he was required to know these laws in order to have a license as a funeral director. Notes of Testimony at 31. Claimant was expected by Employer to follow the law. Claimant’s reasoning that he didn’t want to cause a problem during an emotional time, that he knew the client personally, or that he got estimates signed do not constitute good cause.

For the foregoing reasons, we affirm.

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**BONNIE BRIGANCE LEADBETTER,**  
Judge

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**ORDER**

AND NOW, this 30th day of October, 2014, the order of the Unemployment Compensation Board of Review is hereby AFFIRMED.

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**BONNIE BRIGANCE LEADBETTER,**  
Judge