

**IOWA DEPARTMENT OF INSPECTIONS AND APPEALS
ADMINISTRATIVE HEARINGS DIVISION, UI APPEALS BUREAU**

AMANDA M HAAS
Claimant

APPEAL 23A-UI-04078-SN-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

GREAT PLAINS TITLE LLC
Employer

**OC: 03/19/23
Claimant: Respondent (2R)**

Iowa Code § 96.5(2)a – Discharge for Misconduct
Iowa Admin. Code r. 871-24.32(1)a – Discharge for Misconduct
Iowa Code § 96.3(7) – Recovery of Benefit Overpayment
Iowa Admin. Code r. 871-24.10 – Recovery of Benefit Overpayment

STATEMENT OF THE CASE:

On April 19, 2023, the employer, Great Plains Title LLC, filed an appeal from the April 12, 2023, (reference 01) unemployment insurance decision that granted benefits effective March 17, 2023, based upon the conclusion she was discharged but work-related misconduct was not proven. The employer submitted an appeal by mail and online.¹

On April 21, 2023, Appeals Bureau staff sent the notice of hearing and exhibit memos to both parties with the employer's appeal and the attached documents. The exhibit memo and the back of the notice of hearing for this appeal clearly state that each party is responsible for sending additional documents to the opposing party.²

On April 28, 2023, the employer sent to the Appeals Bureau, but not to the claimant, another packet of documents. This packet contained all of the initially submitted documents, in addition to other forms of evidence.

On May 2, 2023, the Appeals Bureau staff sent an email back to the parties with the documents separated down into the proposed markings one through nine. Proposed exhibits one through five were unique to the email on April 28, 2023. Appeals Bureau staff also attached those segments and requested each party reference them in anticipation of the appeal.

A telephone hearing was held on May 4, 2023 at 10:00 a.m. The claimant, Amanda M. Haas, participated and testified. The employer participated through Office Manager Mallory White and Owner John Edwards. The hearing was not aided by the email sent to the parties on May 2, 2023. The sheer size, disorganization, and repetitiveness of the employer's exhibits bogged down testimony, as each item had to be evaluated if it met Iowa Admin. Code r. 871-24.32(1)a. The administrative law judge postponed the remainder of the hearing because the claimant's

¹ Both submissions consisted of a packet of more than 125 pages of documents. More than 100 pages of those documents consisted of emails sent and received by the claimant. These emails are internally repetitive and are not even in chronological order. They don't all face the same direction. These documents were not marked. Nor was there any way to discern if they were duplicate packets without going through them one by one.

² Iowa Admin. Code r. 871-24.32(1)a states this must be done for evidence to be admitted.

telephone line was failing before the closing of her testimony at 10:58 a.m. The claimant's line telephone restored enough to postpone to May 25, 2023, at 10:00 a.m. The administrative law judge said he would make a determination about admission of the employer's exhibits at that later hearing. The claimant promised to provide whatever objections her attorney³ had before the next hearing. The administrative law judge took official notice of the administrative records, outlined in the findings for the participation issue.

On May 23, 2023, the employer forwarded the April 28, 2023, email submissions to the claimant that it only sent previously to the Appeals Bureau. The employer did not make an effort to organize these submissions.

Due notice was issued for the hearing occurring on May 25, 2023, at 10:00 a.m. At 10:03 a.m., Appeals Bureau staff informed both parties to refer to the May 2, 2023, email for discussion of exhibits. Office Manager Mallory White and Owner John Edwards participated for the employer. The claimant did not participate in this hearing. At the beginning of the hearing, the administrative law judge ruled that the documents that were not attached the employer's appeal would not be admitted because they did not satisfy Iowa Admin. Code r. 871-24.32(1)a. He further reasoned that he reads the rule to contemplate only one hearing and the parties were responsible for meeting that rule requirement before the first hearing on May 4, 2023. He further reasoned that a party should not benefit from a postponement due in large part to the repetitiveness and disorganization of those same evidentiary submissions. Employer exhibits 6-9 were received into the record.⁴

At 11:50 p.m. on May 25, 2023, the claimant sent an email to the Appeals Bureau asking if the exhibits referenced in the May 2, 2023, email had been admitted or not. The email also vaguely objected to the admittance of documents that "have nothing to do with why [she] was terminated." The administrative law judge did not make a separate evidentiary determination because the record was closed at the end of the hearing.

ISSUES:

Was the claimant discharged for disqualifying job-related misconduct?
Whether the claimant has been overpaid benefits? Whether the claimant is excused from repayment of benefits due to the employer's non-participation?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds:

The claimant worked for the employer as a full-time escrow closer from February 13, 2023, until she was separated from employment on March 17, 2023, when she was terminated. The employer is a title and escrow company. The escrow is to serve as a trustworthy party for processing of financial tasks for the duration of a mortgage or other real estate transaction. Midwest Research operates a title and escrow company in the same building.

In 2017, Mallory White drafted the employer's code of conduct. The code of conduct generally states that employees are to act ethically and are to avoid conflicts of interest.

³ The claimant has never identified her attorney. The Appeals Bureau has not received a letter of representation.

⁴ The administrative law judge kept the markings of the May 2, 2023 email to anchor the large, repetitive, and disorganized submissions to one quick reference.

In the late summer of 2022, the employer began discovering financial irregularities. Ultimately, it terminated its former office manager, Jennifer Nelson. The employer provided emails beginning in July 2021 and ending in early December 2022 sent and received by the claimant and Ms. Nelson. (Exhibit 6) The emails show the women relayed personal information regarding each other's lives, including circumstances regarding their respective divorces. Several emails suggest the two women left early if other employees had left for the day.

On October 27, 2022, the claimant sent an email to Ms. Nelson reading, "Can you do what you did for me last time, with my lowered 401k and a couple days' vacation? I have this wedding and bills and Natalie's birthday all together."

On November 18, 2022, the claimant asked Ms. Nelson for more money on her paycheck. At one point, Ms. Nelson asked the claimant, "Let's go this route... What are you trying to get to? Like what do you need, so I have an idea." The claimant answered, "Let's say \$300.00 or \$400.00 somewhere in there is that possible or too much?" Ms. Nelson then writes in response, "10 hours of OT and 2 days of PTO gets you \$798.16 take home and 10 hours of OT and 1 day PTO gets you \$597.93. Let me know." The claimant sent subsequent emails along this same line of inquiry until early December 2022.

In February 2023, the employer terminated Ms. Nelson upon suspicion of embezzlement and fraud. In the wake of Ms. Nelson's termination, Mr. Edwards stressed that the employer did not want allegations regarding Ms. Nelson to leak out to competitors or the public. Ms. White explained that escrow and title companies function primarily on financial trust, so a leak of such a kind would be devastating reputationally.

On March 15, 2023, Office Manager Mallory White questioned the claimant about payments Ms. Nelson authorized in October 2022 and November 2022 highlighted above, as well as other messages contained in the emails in exhibit 6. When questioned, the claimant stated she did not instruct Ms. Nelson to alter her 401k or authorize the check on November 18, 2022. Mr. Edwards took the claimant to lunch that day. Ms. White was not present. At lunch, Mr. Edwards said he did not want to terminate the claimant as well, but he said he was suspicious. Nevertheless, Mr. Edwards agreed to move past these suspicions, if she would agree to pay back the money that Ms. White had determined the claimant had been overpaid. The claimant agreed.

On March 17, 2023, Mr. Edwards changed his mind and terminated the claimant. He did so because Ms. White found a conversation on the claimant's work computer making light of the employer's predicament to an employee of Midwest Research, Michelle Ferguson. There is absolutely no work purpose to this conversation. The two women have fun at the expense to the employer's bottom line and Mr. Edward's personal embarrassment with the spirit of graveyard humor. At the hearing, Mr. Edwards testified that this leak was what ultimately was too much for him to tolerate.

The following section of the findings of fact display the findings necessary to resolve the overpayment issue:

The claimant has received \$4,408.00 in unemployment insurance benefits since her separation from the employer.

On March 30, 2023, Iowa Workforce Development sent a notice of factfinding to the parties informing them of a fact-finding interview on April 5, 2023. The claimant participated personally. The representative called twice. The employer did not answer. The employer decided instead to

provide documents and a memo describing reasons for discharge consistent with the findings of fact.

The claimant participated personally and denied any knowledge of the circumstances, giving rise to Mr. Edward's suspicions that she conspired with Ms. Nelson to embezzle money from the employer. The claimant surmised that Mr. Edward's suspicions may have been because she and Ms. Nelson were the only employees that were not family members. She characterized herself as someone who was actively helping state auditors with the employer's investigation into Ms. Nelson's misdeeds.

REASONING AND CONCLUSIONS OF LAW:

The administrative law judge concludes the claimant was discharged from employment due to job-related misconduct. He further finds that even though the employer did not participate in the factfinding interview, so it may be subject to charge for the overpayment balance.

Iowa Code section 96.5(2)a provides:

An individual shall be disqualified for benefits:

2. Discharge for misconduct. If the department finds that the individual has been discharged for misconduct in connection with the individual's employment:

a. The individual shall be disqualified for benefits until the individual has worked in and has been paid wages for insured work equal to ten times the individual's weekly benefit amount, provided the individual is otherwise eligible.

Iowa Admin. Code r. 871-24.32(1)a provides:

Discharge for misconduct.

(1) Definition.

a. "Misconduct" is defined as a deliberate act or omission by a worker which constitutes a material breach of the duties and obligations arising out of such worker's contract of employment. Misconduct as the term is used in the disqualification provision as being limited to conduct evincing such willful or wanton disregard of an employer's interest as is found in deliberate violation or disregard of standards of behavior which the employer has the right to expect of employees, or in carelessness or negligence of such degree of recurrence as to manifest equal culpability, wrongful intent or evil design, or to show an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to the employer. On the other hand mere inefficiency, unsatisfactory conduct, failure in good performance as the result of inability or incapacity, inadvertencies or ordinary negligence in isolated instances, or good faith errors in judgment or discretion are not to be deemed misconduct within the meaning of the statute.

This definition has been accepted by the Iowa Supreme Court as accurately reflecting the intent of the legislature. *Huntoon v. Iowa Dep't of Job Serv.*, 275 N.W.2d 445, 448 (Iowa 1979).

Iowa Code section 96.5(2)b, c and d provide:

An individual shall be disqualified for benefits, regardless of the source of the individual's wage credits:

2. Discharge for misconduct. If the department finds that the individual has been discharged for misconduct in connection with the individual's employment:

b. Provided further, if gross misconduct is established, the department shall cancel the individual's wage credits earned, prior to the date of discharge, from all employers.

c. Gross misconduct is deemed to have occurred after a claimant loses employment as a result of an act constituting an indictable offense in connection with the claimant's employment, provided the claimant is duly convicted thereof or has signed a statement admitting the commission of such an act. Determinations regarding a benefit claim may be redetermined within five years from the effective date of the claim. Any benefits paid to a claimant prior to a determination that the claimant has lost employment as a result of such act shall not be considered to have been accepted by the claimant in good faith.

d. For the purposes of this subsection, "*misconduct*" means a deliberate act or omission by an employee that constitutes a material breach of the duties and obligations arising out of the employee's contract of employment. Misconduct is limited to conduct evincing such willful or wanton disregard of an employer's interest as is found in deliberate violation or disregard of standards of behavior which the employer has the right to expect of employees, or in carelessness or negligence of such degree of recurrence as to manifest equal culpability, wrongful intent or evil design, or to show an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to the employer. Misconduct by an individual includes but is not limited to all of the following:

(1) Material falsification of the individual's employment application.

(2) Knowing violation of a reasonable and uniformly enforced rule of an employer.

(3) Intentional damage of an employer's property.

(4) Consumption of alcohol, illegal or nonprescribed prescription drugs, or an impairing substance in a manner not directed by the manufacturer, or a combination of such substances, on the employer's premises in violation of the employer's employment policies.

(5) Reporting to work under the influence of alcohol, illegal or nonprescribed prescription drugs, or an impairing substance in an off-label manner, or a combination of such substances, on the employer's premises in violation of the employer's employment policies, unless the individual is compelled to work by the employer outside of scheduled or on-call working hours.

(6) Conduct that substantially and unjustifiably endangers the personal safety of coworkers or the general public.

- (7) Incarceration for an act for which one could reasonably expect to be incarcerated that result in missing work.
- (8) Incarceration as a result of a misdemeanor or felony conviction by a court of competent jurisdiction.
- (9) Excessive unexcused tardiness or absenteeism.
- (10) Falsification of any work-related report, task, or job that could expose the employer or coworkers to legal liability or sanction for violation of health or safety laws.
- (11) Failure to maintain any licenses, registration, or certification that is reasonably required by the employer or by law, or that is a functional requirement to perform the individual's regular job duties, unless the failure is not within the control of the individual.
- (12) Conduct that is libelous or slanderous toward an employer or an employee of the employer if such conduct is not protected under state or federal law.
- (13) Theft of an employer or coworker's funds or property.**
- (14) Intentional misrepresentation of time worked or work carried out that results in the individual receiving unearned wages or unearned benefits.

The employer has the burden of proof in establishing disqualifying job misconduct. *Cosper v. Iowa Dep't of Job Serv.*, 321 N.W.2d 6 (Iowa 1982). The issue is not whether the employer made a correct decision in separating claimant, but whether the claimant is entitled to unemployment insurance benefits. *Infante v. Iowa Dep't of Job Serv.*, 364 N.W.2d 262 (Iowa Ct. App. 1984). The Iowa Court of Appeals found substantial evidence of misconduct in testimony that the claimant worked slower than he was capable of working and would temporarily and briefly improve following oral reprimands. *Sellers v. Emp't Appeal Bd.*, 531 N.W.2d 645 (Iowa Ct. App. 1995). Generally, continued refusal to follow reasonable instructions constitutes misconduct. *Gilliam v. Atlantic Bottling Co.*, 453 N.W.2d 230 (Iowa Ct. App. 1990). Misconduct must be "substantial" to warrant a denial of job insurance benefits. *Newman v. Iowa Dep't of Job Serv.*, 351 N.W.2d 806 (Iowa Ct. App. 1984). Poor work performance is not misconduct in the absence of evidence of intent. *Miller v. Emp't Appeal Bd.*, 423 N.W.2d 211 (Iowa Ct. App. 1988).

The decision in this case rests, at least in part, on the credibility of the witnesses. It is the duty of the administrative law judge as the trier of fact in this case, to determine the credibility of witnesses, weigh the evidence and decide the facts in issue. *Arndt v. City of LeClaire*, 728 N.W.2d 389, 394-395 (Iowa 2007). The administrative law judge may believe all, part or none of any witness's testimony. *State v. Holtz*, 548 N.W.2d 162, 163 (Iowa App. 1996). In assessing the credibility of witnesses, the administrative law judge should consider the evidence using his or her own observations, common sense and experience. *Id.* In determining the facts, and deciding what testimony to believe, the fact finder may consider the following factors: whether the testimony is reasonable and consistent with other believable evidence; whether a witness has made inconsistent statements; the witness's appearance, conduct, age, intelligence, memory and knowledge of the facts; and the witness's interest in the trial, their motive, candor, bias and prejudice. *Id.*

After assessing the credibility of the witnesses who testified during the hearing, reviewing the exhibits submitted by the parties, considering the applicable factors listed above, and using his

own common sense and experience, the administrative law judge finds the employer's version of events to be more credible than the claimant's recollection of those events.

The findings of fact demonstrate the claimant engaged in willful misconduct. Though the claimant may be correct that the employer did not terminate her for the alleged embezzlement conspiracy, the emails provided by the employer would, at a minimum, raise suspicions from a reasonable employer of theft of funds irrespective of the employee's relationship to other employees. Iowa Code section 96.5(2)(13). The record establishes Mr. Edwards terminated the claimant for leaking information to Ms. Ferguson regarding the embezzlement investigation. The administrative law judge finds this behavior to be "in substantial disregard of the employer's interests or of the employee's duties and obligations to the employer." The claimant's idle gossip to Mr. Ferguson served no business purpose whatsoever and was in direct contravention of Mr. Edward's instructions not to leak this information. This information was also sent to the agent of a competitor. Benefits are denied.

The next issue is whether claimant has been overpaid benefits. Iowa Code § 96.3(7)a-b, as amended in 2008, provides:

7. Recovery of overpayment of benefits.

a. If an individual receives benefits for which the individual is subsequently determined to be ineligible, even though the individual acts in good faith and is not otherwise at fault, the benefits shall be recovered. The department in its discretion may recover the overpayment of benefits either by having a sum equal to the overpayment deducted from any future benefits payable to the individual or by having the individual pay to the department a sum equal to the overpayment.

b. (1) (a) If the department determines that an overpayment has been made, the charge for the overpayment against the employer's account shall be removed and the account shall be credited with an amount equal to the overpayment from the unemployment compensation trust fund and this credit shall include both contributory and reimbursable employers, notwithstanding section 96.8, subsection 5. The employer shall not be relieved of charges if benefits are paid because the employer or an agent of the employer failed to respond timely or adequately to the department's request for information relating to the payment of benefits. This prohibition against relief of charges shall apply to both contributory and reimbursable employers.

(b) However, **provided the benefits were not received as the result of fraud or willful misrepresentation by the individual**, benefits shall not be recovered from an individual if the employer did not participate in the initial determination to award benefits pursuant to section 96.6, subsection 2, and an overpayment occurred because of a subsequent reversal on appeal regarding the issue of the individual's separation from employment.

(2) An accounting firm, agent, unemployment insurance accounting firm, or other entity that represents an employer in unemployment claim matters and demonstrates a continuous pattern of failing to participate in the initial determinations to award benefits, as determined and defined by rule by the department, shall be denied permission by the department to represent any employers in unemployment insurance matters. This subparagraph does not

apply to attorneys or counselors admitted to practice in the courts of this state pursuant to section 602.10101. [Emphasis added]

Iowa Admin. Code r. 871-24.10 provides:

Employer and employer representative participation in fact-finding interviews.

(1) "Participate," as the term is used for employers in the context of the initial determination to award benefits pursuant to Iowa Code section 96.6, subsection 2, means submitting detailed factual information of the quantity and quality that if un rebutted would be sufficient to result in a decision favorable to the employer. The most effective means to participate is to provide live testimony at the interview from a witness with firsthand knowledge of the events leading to the separation. If no live testimony is provided, the employer must provide the name and telephone number of an employee with firsthand information who may be contacted, if necessary, for rebuttal. A party may also participate by providing detailed written statements or documents that provide detailed factual information of the events leading to separation. At a minimum, the information provided by the employer or the employer's representative must identify the dates and particular circumstances of the incident or incidents, including, in the case of discharge, the act or omissions of the claimant or, in the event of a voluntary separation, the stated reason for the quit. The specific rule or policy must be submitted if the claimant was discharged for violating such rule or policy. In the case of discharge for attendance violations, the information must include the circumstances of all incidents the employer or the employer's representative contends meet the definition of unexcused absences as set forth in [871—subrule 24.32\(7\)](#). On the other hand, written or oral statements or general conclusions without supporting detailed factual information and information submitted after the fact-finding decision has been issued are not considered participation within the meaning of the statute.

(2) "A continuous pattern of nonparticipation in the initial determination to award benefits," pursuant to Iowa Code section 96.6, subsection 2, as the term is used for an entity representing employers, means on 25 or more occasions in a calendar quarter beginning with the first calendar quarter of 2009, the entity files appeals after failing to participate. Appeals filed but withdrawn before the day of the contested case hearing will not be considered in determining if a continuous pattern of nonparticipation exists. The division administrator shall notify the employer's representative in writing after each such appeal.

(3) If the division administrator finds that an entity representing employers as defined in Iowa Code section 96.6, subsection 2, has engaged in a continuous pattern of nonparticipation, the division administrator shall suspend said representative for a period of up to six months on the first occasion, up to one year on the second occasion and up to ten years on the third or subsequent occasion. Suspension by the division administrator constitutes final agency action and may be appealed pursuant to Iowa Code section 17A.19.

(4) "Fraud or willful misrepresentation by the individual," as the term is used for claimants in the context of the initial determination to award benefits pursuant to Iowa Code section 96.6, subsection 2, **means providing knowingly false statements or knowingly false denials of material facts for the purpose of**

obtaining unemployment insurance benefits. Statements or denials may be either oral or written by the claimant. Inadvertent misstatements or mistakes made in good faith are not considered fraud or willful misrepresentation.

This rule is intended to implement Iowa Code section 96.3(7)“b” as amended by 2008 Iowa Acts, Senate File 2160.

The claimant has received \$4,408.00 in unemployment insurance benefits since her separation from the employer.

Because the claimant’s separation was disqualifying, benefits were paid to which she was not entitled. The unemployment insurance law provides that benefits must be recovered from a claimant who receives benefits and is later determined to be ineligible for benefits, even though the claimant acted in good faith and was not otherwise at fault. However, the overpayment will not be recovered when it is based on a reversal on appeal of an initial determination to award benefits on an issue regarding the claimant’s employment separation if: (1) the benefits were not received due to any fraud or willful misrepresentation by the claimant and (2) the employer did not participate in the initial proceeding to award benefits. The benefits were not received due to any fraud or willful misrepresentation by claimant. Additionally, the employer did not participate in the fact-finding interview. Thus, claimant is not obligated to repay to the agency the benefits she received.

The law also states that an employer is to be charged if “the employer failed to respond timely or adequately to the department’s request for information relating to the payment of benefits. . .” Iowa Code § 96.3(7)(b)(1)(a). The record reflects the employer was called on the date of fact-finding. The employer does not offer circumstances justifying its inability to pick up the phone. As a result, the claimant is relieved from repaying damages, unless a separate fraud finding is made by Iowa Workforce Development Department. The employer may be required to pay damages as it did not participate through its own fault.

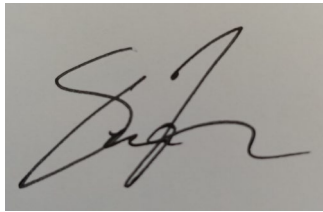
DECISION:

The April 12, 2023, (reference 01) unemployment insurance decision is REVERSED. The claimant was discharged from employment for disqualifying misconduct. Benefits are withheld until such time as she has worked in and been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible.

The claimant has been overpaid unemployment insurance benefits in the amount of \$4,408.00 but is not obligated to repay the agency those benefits, unless the agency makes a subsequent finding of material misrepresentation. The employer did not participate in the fact-finding interview due its own fault and its account may be charged.

REMAND:

The administrative law judge is remanding to the Investigations and Recovery Division the issue regarding whether the claimant materially misrepresented the circumstances regarding her separation at factfinding if it deems such an investigation appropriate.



Sean M. Nelson
Administrative Law Judge II
Iowa Department of Inspections & Appeals
Administrative Hearings Division – UI Appeals Bureau

May 31, 2023
Decision Dated and Mailed

smn/mh

APPEAL RIGHTS. If you disagree with the decision, you or any interested party may:

1. Appeal to the Employment Appeal Board within fifteen (15) days of the date under the judge's signature by submitting a written appeal via mail, fax, or online to:

**Employment Appeal Board
4th Floor – Lucas Building
Des Moines, Iowa 50319
Fax: (515)281-7191
Online: eab.iowa.gov**

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

AN APPEAL TO THE BOARD SHALL STATE CLEARLY:

- 1) The name, address, and social security number of the claimant.
- 2) A reference to the decision from which the appeal is taken.
- 3) That an appeal from such decision is being made and such appeal is signed.
- 4) The grounds upon which such appeal is based.

An Employment Appeal Board decision is final agency action. If a party disagrees with the Employment Appeal Board decision, they may then file a petition for judicial review in district court.

2. If no one files an appeal of the judge's decision with the Employment Appeal Board within fifteen (15) days, the decision becomes final agency action, and you have the option to file a petition for judicial review in District Court within thirty (30) days after the decision becomes final. Additional information on how to file a petition can be found at Iowa Code §17A.19, which is online at <https://www.legis.iowa.gov/docs/code/17A.19.pdf> or by contacting the District Court Clerk of Court <https://www.iowacourts.gov/iowa-courts/court-directory/>.

Note to Parties: YOU MAY REPRESENT yourself in the appeal or obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds.

Note to Claimant: It is important that you file your weekly claim as directed, while this appeal is pending, to protect your continuing right to benefits.

SERVICE INFORMATION:

A true and correct copy of this decision was mailed to each of the parties listed.

DERECHOS DE APELACIÓN. Si no está de acuerdo con la decisión, usted o cualquier parte interesada puede:

1. Apelar a la Junta de Apelaciones de Empleo dentro de los quince (15) días de la fecha bajo la firma del juez presentando una apelación por escrito por correo, fax o en línea a:

**Employment Appeal Board
4th Floor – Lucas Building
Des Moines, Iowa 50319
Fax: (515)281-7191
En línea: eab.iowa.gov**

El período de apelación se extenderá hasta el siguiente día hábil si el último día para apelar cae en fin de semana o día feriado legal.

UNA APELACIÓN A LA JUNTA DEBE ESTABLECER CLARAMENTE:

- 1) El nombre, dirección y número de seguro social del reclamante.
- 2) Una referencia a la decisión de la que se toma la apelación.
- 3) Que se interponga recurso de apelación contra tal decisión y se firme dicho recurso.
- 4) Los fundamentos en que se funda dicho recurso.

Una decisión de la Junta de Apelaciones de Empleo es una acción final de la agencia. Si una de las partes no está de acuerdo con la decisión de la Junta de Apelación de Empleo, puede presentar una petición de revisión judicial en el tribunal de distrito.

2. Si nadie presenta una apelación de la decisión del juez ante la Junta de Apelaciones Laborales dentro de los quince (15) días, la decisión se convierte en acción final de la agencia y usted tiene la opción de presentar una petición de revisión judicial en el Tribunal de Distrito dentro de los treinta (30) días después de que la decisión adquiriera firmeza. Puede encontrar información adicional sobre cómo presentar una petición en el Código de Iowa §17A.19, que se encuentra en línea en <https://www.legis.iowa.gov/docs/code/17A.19.pdf> o comunicándose con el Tribunal de Distrito Secretario del tribunal <https://www.iowacourts.gov/iowa-courts/court-directory/>.

Nota para las partes: USTED PUEDE REPRESENTARSE en la apelación u obtener un abogado u otra parte interesada para que lo haga, siempre que no haya gastos para Workforce Development. Si desea ser representado por un abogado, puede obtener los servicios de un abogado privado o uno cuyos servicios se paguen con fondos públicos.

Nota para el reclamante: es importante que presente su reclamo semanal según las instrucciones, mientras esta apelación está pendiente, para proteger su derecho continuo a los beneficios.

SERVICIO DE INFORMACIÓN:

Se envió por correo una copia fiel y correcta de esta decisión a cada una de las partes enumeradas.