

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

ROBIN J RAYGOR
Claimant

GO DADDY SOFTWARE INC
Employer

APPEAL 15A-UI-09835-DL-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

**OC: 08/02/15
Claimant: Respondent (1)**

Iowa Code § 96.5(2)a – Discharge for Misconduct

STATEMENT OF THE CASE:

The employer filed an appeal from the August 20, 2015, (reference 01) unemployment insurance decision that allowed benefits based upon a discharge from employment. The parties were properly notified about the hearing. A telephone hearing was held on September 16, 2015. Claimant participated. Employer participated through employee relations specialist Katherine Castillo. Employer's Exhibits 1 through 3 were received.

ISSUE:

Was the claimant discharged for disqualifying job-related misconduct?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant was employed full time as a second-shift inbound secure socket layer (SSL – secure encryption for websites to protect their customers' data) customer service end sales representative from August 29, 2010, and was separated from employment on August 5, 2015, when he was discharged. GoDaddy is a domain registrar to sell domain names, and hosting and website builder for brick and mortar and regional businesses. During a routine audit on July 16 the employer noticed he had spent over \$100,000 for internal products and services on the internal credit card on his "3-Letter Account," which is used for SSL representatives to purchase software items to test for or help customers "walk through" and troubleshoot problems. (Employer's Exhibit 3) As a customer service representative, claimant also worked with Office 365 and helped customers to buy or install SSL certificates. He worked on different teams and with many different types of customers and was not allowed to transfer a customer call to another department. The employer notified claimant about the audit issue on July 23, interviewed him, and conducted additional research and communication with the legal department before the separation. Claimant was not aware there was a maximum amount to spend and renewed products for the longest times possible and services (software programs such as Office 365 and website builder) each time he needed it for a customer service issue. There is no written guideline about spending limitations for customer use and claimant did not receive a version of the 3-Letter Accounts policy at hire or any updates during his employment. (Employer's Exhibit 2)

Get Found is a non-functional software that allows a business to fill in information and go to the internet to search public search engines to update all information at once rather than individually. Customer service representatives are allowed to have and use a personal reseller account to resell GoDaddy products and services. It came with multiple free products and he purchased it with personal resources. Onabudget.org is his personal reseller account (online only).

Website Builder is not for interior-design services but is merely a slideshow of images of people he used to help a customer walk through it, adding people to the slideshow and using a fictitious company "Morcan" theme for designer interior solutions as an example. He picked that particular theme because he liked the slideshow. There are four default pages in the program: "Homepage" with slideshow (he altered), "About" page (not altered), "Services" (this is where the employer believes he is offering services for personal gain), and "Contact" page (he used his default email address in his 3-Letter Account). He did not offer home decorating services as the employer alleged. This program was not obtained for personal use or gain, but only to help a customer.

When he needed to use Office365 or similar programs he renewed the product by checking a box each time a pop up window appeared as there was no policy, guidelines or discussion about renewals. This resulted in overlapping renewals. All were internal GoDaddy products and services purchased with the internal virtual GoDaddy credit card. His 2010 training instructor read off the virtual credit card number to use for this purpose and told him only that it was not to be used for outside products or services. The employer had not raised questions about prior charges. Robin@helpmerobin.com and robin@robinrocks.net were used for testing purposes only. The first and only information about limitations on product purchase and use was in the July 23 discussion about the audit. The employer had not previously warned claimant his job was in jeopardy for any similar reasons.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes claimant was discharged from employment for no disqualifying reason.

A determination as to whether an employee's act is misconduct does not rest solely on the interpretation or application of the employer's policy or rule. A violation is not necessarily disqualifying misconduct even if the employer was fully within its rights to impose discipline up to or including discharge for the incident under its policy. The conduct for which claimant was discharged was merely the result of poor internal communication about policies which claimant had not seen and interpretation of those policies, which had not been explained to him until the final incident was brought to his attention on July 23, 2015. The employer has not met the burden of proof to establish that claimant used any of the software for personal use or gain or that he acted deliberately or with recurrent negligence in violation of company policy, procedure, or prior warning. An employee is entitled to fair warning that the employer will no longer tolerate certain performance and conduct. Without fair warning, an employee has no reasonable way of knowing that there are changes that need be made in order to preserve the employment. If an employer expects an employee to conform to certain expectations or face discharge, appropriate (preferably written), detailed, and reasonable notice should be given. Training or general notice to staff about a policy is not considered a disciplinary warning.

DECISION:

The August 20, 2015, (reference 01) unemployment insurance decision is affirmed. Claimant was discharged from employment for no disqualifying reason. Benefits are allowed, provided he is otherwise eligible.

Dévon M. Lewis
Administrative Law Judge

Decision Dated and Mailed

dml/css