

**IN THE IOWA ADMINISTRATIVE HEARINGS DIVISION  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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**LAURA HILL**  
Claimant

**APPEAL 24A-UI-05548-CS-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**EDWARD ROSE BUILDING ENTERPRISE**  
Employer

**OC: 05/12/24  
Claimant: Respondent (1)**

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Iowa Code §96.5(1)- Voluntary Quit  
Iowa Code § 96.3(7) – Recovery of Benefit Overpayment  
Iowa Admin. Code r. 871-24.10 – Employer/Representative Participation Fact-finding Interview

**STATEMENT OF THE CASE:**

On June 10, 2024, the employer/appellant filed an appeal from the May 31, 2024, (reference 01) unemployment insurance decision that allowed benefit based on the claimant being dismissed on April 22, 2024. The Iowa Workforce Development representative determined the claimant quit because working conditions were detrimental to the claimant. The representative determined the leaving was caused by the employer. A hearing was originally scheduled for June 26, 2024. The hearing was postponed due to the employer failing to receive the claimant's exhibits. The claimant requested the administrative law be removed from the hearing due to continuing the hearing. The request to remove the administrative law judge was denied due to failing to meet the requirements of Iowa Administrative Code rule 17A.10A(2). After proper notice a telephone hearing was held on July 12, 2024. The claimant participated. The employer participated through Human Resources Generalist, Hanna Bollinger. The Employer's Exhibits 1, 2, 3, and 4 were admitted into the record. The claimant's exhibits A, B, C, F, G, pg. 1 of I, J, pg. 1 of K, L, and M were admitted into the record. The claimant's exhibits D, E, H, pg. 2 of I, pgs. 2-21 of K, N, O P, Q and R were not admitted into the record. Administrative notice was taken of the claimant's unemployment insurance benefits records, including DBRO and the fact-finding documents.

**ISSUES:**

- I. Was the separation a layoff, discharge for misconduct, or voluntary quit without good cause?
- II. Is the claimant overpaid benefits?
- III. Should the claimant repay benefits?
- IV. Should the employer be charged due to employer participation in fact finding?

## **FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant began working for employer on April 24, 2023. The employer is a property management business. The claimant resides in one of the buildings on the employer's premises.

The claimant last worked as a full-time leasing consultant. The claimant was hired to work 9:00 a.m. through 6:00 p.m. Monday through Friday. The claimant worked some Saturdays from 10:00 a.m. until 2:00 p.m. If the claimant worked on Saturday then she would get four hours off during the week. When the claimant was hired the claimant's job duties were listed as follows:

- Present key community information to prospective renters, provide accurate information on the selling features of the community and surrounding area.
- Build positive rapport with potential residents by answering telephones and email communications in a timely manner.
- Process applications to prospective residents and follow up to maintain consistent communication.
- Consistently maintain conversion expectations set by the company.
- Must meet secret shop expectations.
- Record sales videos of vacant ready apartments.
- Follow procedures to coordinate residents moving in and out of the community making sure to document and communicate the status to proper departments.
- Listen to resident's complaints and help develop solutions.
- Assist with updating marketing surveys.
- Maintain a positive online reputation by providing excellent service to promote positive reviews.
- Assisting on lease renewals as assigned.
- Conduct daily walkthrough inspections of market ready apartment units for show status and product features/readiness.
- Notify management of any needed repairs.
- Maintain records of walk in traffic, telephone inquiries, appointments, follow-up procedures, and rentals.
- Assist with resident appreciation events as directed. Must be able to execute duties under stressful circumstances such as last minute deadlines or other difficult situations.

- The job is not intended to be all inclusive, the employee will have to perform all reasonable related duties as assigned by the supervisor or other management personnel. Management reserves the right to change the duties and responsibilities.

The claimant acknowledged reading the job description electronically on April 19, 2023.

The employer provides guidelines for employees if they have problems, misunderstandings, and frustrations. The guidelines direct employees to speak first with their direct leader, then the leader's leader, then the local human resources manager, and then the confidential hotline. (Exhibit C, pg. 8).

The employer has a complaint procedure if an employee believes they have been unlawfully discriminated against, harassed, subjected to abusive conduct, or subjected to any form of retaliation. The employee is directed to report the situation as soon as possible to their local human resources manager or the chief human resource officer. (Exhibit C., pg. 4). If the complaint involves a member of senior leadership the team member is directed to report their complaint through the employer's confidential hotline. (Exhibit C, pg. 4). The claimant acknowledged receipt of the policies when she was initially hired and then also electronically acknowledged them again on January 10, 2024. (Exhibit 2).

During the course of the claimant's employment she observed many things that were upsetting to her. When the claimant began her employment she was upset that her direct supervisor, Alvina Abu, would not shake her hand. (Exhibit B, pg. 21). Ms. Abu did not shake her hand because she claimed she had paint on her hands. (Exhibit B, pg. 21). The claimant did not observe paint on Ms. Abu's hands.

When Ms. Abu ordered the claimant's name plate Ms. Abu included the claimant's first name and last name. The other employees only had their first names on their name plates for their desk. The claimant complained because she did not like her last name. Ms. Abu took the name plate and bent it back and forth until the name plate broke. Ms. Abu removed claimant's last name since the claimant pointed out the difference. Ms. Abu informed the claimant she would order another one. (Exhibit B, pg. 26).

On May 6, 2023, the claimant had not received a keyfob to enter the door to work and was still using codes from the office to access doors for tours. The claimant noticed other newer employees had received their keyfob and door codes within a week or two of their hire date. (Exhibit B, pg. 21).

On May 25, 2023, the claimant was upset because she had not received her lease to sign it and she had people there to help her move into her rental. Ms. Abu would not let her leave work to move in until 1:00 p.m. (Exhibit B, pg. 21).

On July 14, 2023, the claimant was upset because Ms. Abu wanted the claimant to submit her timesheet without proper corrections. On July 28, 2023, Ms. Abu sent the claimant a text with a photo of her eye getting examined.

On or about July 20, 2023, Ms. Abu informed the claimant that she needed to record all of her work activities and submit them to her each day. (Exhibit B, pg. 22). The claimant was offended by the request. (Exhibit B, pg. 22).

On or about July 22, 2023, the claimant was asked to come into Ms. Abu's office and pray with her. When the claimant went into the office Ms. Abu stated "before we get started I'm going to

ask you if you're recording me?" (Exhibit B, pg. 7 and pg. 22). The claimant became upset and clocked out and left the office. (Exhibit B, pg. 7). Ms. Abu followed the claimant out to her car and asked her "Where are you going? Let's talk about it." The claimant told Ms. Abu to "step away from her car and that she was leaving. Ms. Abu continued standing behind the claimant's vehicle and the claimant told her again to "please step away." Ms. Abu moved. (Exhibit B, pg. 7). The claimant was upset that Ms. Abu would insinuate that she would record her. (Exhibit B, pg. 22).

On July 26, 2023, the claimant reported to the regional property manager, Bob Vandenberg issues she was observing with a tenant. (Exhibit B, pg. 1). The claimant reported to Mr. Vandenberg that the tenant was smoking on the property which is directly across from the claimant's residence. (Exhibit B, Pg. 1). The claimant complained about the tenant yelling and other tenants complaining about the tenant's behavior. The claimant complained about the tenant's dog being outside 3-4 times. (Exhibit B, pg. 1). Ms. Abu directed the claimant to take the tenant's dog to the vet and that she needed to clock out to do it and that she would not be paid. (Exhibit B, pg. 1). Mr. Vandenberg informed the claimant that he had provided direction to Ms. Abu on how to handle the situation. (Exhibit B, pg. 2).

The tenant also had issues where he would drink too much. The tenant was observed outside with his pants down naked and passed out. (Exhibit B, pg. 7). The claimant called the police regarding the tenant's behavior. (Exhibit B, pg. 7). At this time Ms. Abu and Mr. Vandenberg decided to provide a three-day notice to the tenant and begin the eviction process. (Exhibit B, pg. 7). Ms. Abu asked the claimant to go with her to serve the three-day notice on the tenant. (Exhibit B, pg. 7). The claimant thought the request was unreasonable and it made her uncomfortable since this was not what they normally did when issuing a three-day notice to quit. (Exhibit B, pg. 7).

At the end of July 2023 Ms. Abu brought watermelon into the office. The claimant was in the clubhouse and wiped down the counter and threw away a cup with a dirty fingerprint marking on it. The claimant picked the cup off the floor and put it in the garbage. Ms. Abu gave her the watermelon cocktail and the claimant noticed a similar marking on the cup that she threw away as the one she was given. Ms. Abu stood in front of the claimant's desk and asked the claimant to taste it. The claimant told Ms. Abu she just had a peppermint and did not think it would taste good together. Ms. Abu insisted that she take a drink. The claimant pretended to take a drink and Ms. Abu left. The claimant dumped the drink and checked the garbage. The cup she had thrown away was gone. (Exhibit B, pg. 22).

The claimant also took issue with Ms. Abu's treatment of a temporary employee. During a birthday celebration Ms. Abu told the temporary employee to wash her hands because they were dirty. The claimant was also upset that Ms. Abu required the temporary employee to dig trash out of the ponds. The employee had an open wound on her toe and the claimant did not think it was the best decision for the employee given her condition. (Exhibit B, pg. 8).

On August 19, 2023, the claimant and Ms. Abu performed a walk through and had a disagreement about whether the apartment was clean. Ms. Abu did not want to speak to the claimant for the rest of the day. (Exhibit B, pg. 22).

On August 23, 2023, Ms. Abu was in a disagreement about whether an apartment needed new carpet. In the end new carpet was ordered. Ms. Abu gave the claimant the cold shoulder. (Exhibit B, pg. 22).

Sometime in the Summer of 2023 Ms. Abu made attempts for the claimant to date a particular tenant. The claimant told Ms. Abu that she was not interested. Ms. Abu suggested that the tenant ask the claimant on a date. The tenant approached the claimant and asked that she go on a date. The claimant declined. Ms. Abu told the tenant of another day that the claimant would be working. The tenant stopped by and this made the claimant feel uncomfortable. The claimant had further discussions about the issue with Ms. Abu. After threatening to bring Mr. Vandenberg's superior, Jennifer Creek, into the matter, Ms. Abu stopped and the tenant stopped coming to visit the claimant. (Exhibit B, pg. 45-46).

During a fall event Ms. Abu wanted the claimant to come in early to get ready for the community event. The claimant came in around 7:30 a.m. to prepare for the event. Ms. Abu told her to "get over there and work on face painting." Ms. Abu also informed the claimant that she would have to check with Mr. Vandenberg regarding her overtime. (Exhibit B, pg. 23).

On November 1, 2023 there was an incident involving Ms. Abu when she attempted to use a Groupon at a tenant's business. The claimant was attempting to use the Groupon on her own personal time to get a facial and a conflict ensued. (Exhibit M). During the confrontation Ms. Abu contacted the claimant on Facetime and the claimant observed a portion of the argument. (Exhibit B, pg. 6 and Exhibit A). The police were called and Ms. Abu was escorted out of the tenant's business. (Exhibit B, pg. 51-52).

On November 20, 2023 the claimant had to deal with tenant complaints. (Exhibit B, pg. 23 and Exhibit I). In this incident the tenants were upset with how their apartment appeared before moving into the rental. (Exhibit L). The tenants came to the office to voice their concerns and during the visit they raised their voice regarding the "dog shit" outside the rental and complained because they did not think the claimant was following through with the office conversation visits. The tenant raised her voice at the claimant and told the claimant that she thought they were not doing their jobs and that the tenant was not paying rent for the "mess" she was moving into. (Exhibit L, pg. 2). The claimant told the tenant to stop cussing at her and to calm down. (Exhibit L, pg. 2). Later that evening Ms. Abu sent the claimant a message saying: "Hey Laura, I know today was on the harder side for you but I want you to know that you did Great and have been doing great, so don't let today get to you. Good-night!" (Exhibit I, pg. 1).

During Christmas time there was an incident involving employees delivering reindeer from the claimant's garage at another site. One of the employees grabbed two christmas bulbs and raised them back and forth while singing "Christmas balls, Christmas balls, they squirt sperm" and immediately made a spitting sound like the jingle bells song. (Exhibit B, pg. 26). The claimant asked why he would say that and the employee responded "that's what we do in our satanic church." (Exhibit B, pg. 26). The claimant left and went to her desk for a bit and then went home. (Exhibit B, pg. 26).

The claimant had a candy dish on her desk filled with treats. Ms. Abu took the candy dish and emptied it into a dish on the coffee table for the tenants. The claimant discussed the issue with Ms. Abu and placed the candy back into the candy dish. Ms. Abu walked over again and grabbed a handful of candy and placed it back into the candy dish on the coffee table, smiled and walked into her office. (Exhibit B, pg. 46).

December 26, 2023, there was another issue with a tenant move-in and the claimant felt that Ms. Abu "threw her under the bus." (Exhibit B, pg. 25).

At some point the claimant was at a building inspection by herself. (Exhibit B, pg. 27). During her corridor inspection the claimant noticed two Spanish speaking workers at an apartment by

the door. One was on the inside of the door and the other was on the outside of the door. The workers had taken the door knob off and were each laughing through the hole without the knob, as the claimant walked by them into the kitchen. This made the claimant feel very uncomfortable. The workers were laughing as the claimant was trying to tell them she wanted to leave. The claimant pushed her way through and left the apartment. (Exhibit B, pg. 27). The claimant informed Ms. Abu she no longer wanted to complete the building inspections. (Exhibit B, pg. 27).

On February 13, 2024, Mr. Vandenberg visited the claimant's worksite. (Exhibit B, pg. 4). The parties discussed questions that the claimant had regarding different job duties and the employer's procedure on how to handle certain situations. The claimant also brought up to Mr. Vandenberg that Ms. Abu had gone to the clubhouse on the property with a co-worker and the co-worker's friend. During this time Ms. Abu was observed kissing and touching the buttocks of the friend in front of the other employee. (Exhibit B, pg. 6).

During the meeting the claimant also discussed with Mr. Vandenberg how Ms. Abu treats tenants and is seeking to have confrontations with them. (Exhibit B, pg. 6). The claimant also discussed the praying incident with Mr. Vandenberg and Ms. Abu's asking the claimant if she was recording her. (Exhibit B, pg. 7). The claimant also discussed with Mr. Vandenberg Ms. Abu attempting to use a Groupon at the tenant's business. (Exhibit B, pg. 6). Mr. Vandenberg had a conversation with Ms. Abu about boundaries and establishing boundaries between personal life and work life.

Sometime in February after the meeting with Mr. Vandenberg, the claimant went on vacation. The claimant became upset because Ms. Abu submitted her time card without the claimant's approval. (Exhibit B, pg. 23).

On or about February 21, 2024, Ms. Abu got in a verbal altercation with a tenant. The tenant bumped Ms. Abu with her chest. Charges were brought against the tenant and the tenant was given a three-day notice to vacate the property. The claimant was on vacation during the initial incident. The office went on lockdown for three weeks and security was required. (Exhibit B, pg. 23).

On March 19, 2024, Human Resources Manager, Wendy Ballister, and an attorney showed up at the claimant's office for a training. During the training employees were encouraged to report any problems and that they would be kept confidential. The claimant did not report the incidents because she believed that Mr. Vandenberg was as high as she could go with her complaints. (Exhibit B, pg. 14).

On April 1, 2024, the claimant contacted Ms. Ballast, and provided her an email regarding her concerns and complaints regarding Ms. Abu and what was going on in the office. (Exhibit B, pg. 5).

On April 4, 2024, the claimant became upset because she felt like Ms. Abu was attempting to embarrass her in front of her younger co-workers. (Exhibit B, pg. 4). Ms. Abu sat in front of the claimant's desk and said to the claimant "Don't make me call Bob. Don't make me call Bob. The claimant stood up and said: "What did you say about contacting Bob?" Ms. Abu left and returned to her office. The claimant took a half a day off and notified corporate what had happened.

The claimant sent an email to Jennifer Creek, Mr. Vandenberg's supervisor, regarding her issues with Ms. Abu. (Exhibit B, pg. 14). The claimant included the information she previously

sent to Ms. Ballast on April 1, 2024. The claimant also raised concern with Ms. Abu treatment of a new employee. Ms. Abu was concerned with the new employee's negative energy and proceeded to bring out a small bottle of hand sanitizer and spray it around the new employee's workspace. (Exhibit B, pg. 14).

On April 5, 2024, April 7, 2024, and April 8, 2024, the claimant emailed Ms. Ballast with additional information for the employer's investigation. (Exhibit B, pg. 22). In the April 8, 2024 email the claimant raised concerns about her trying to submit her timesheet. On Saturday, April 6, 2024 at 2:24 p.m. the claimant sent a text message to Ms. Abu regarding some changes to her time card she needed to make. At 2:40 p.m. Ms. Abu responded to the claimant and informed the claimant she would make the changes on Monday. This upset the claimant because Ms. Abu has previously done things for the team on Saturdays. (Exhibit B, pg. 34). On April 8, 2024 at 9:56 a.m. Ms. Abu requested that the claimant submit her timesheet. At 9:58 a.m. the claimant asked if she needed to come into the office to submit her timesheet or if she could do it from home. At 10:01 a.m. Ms. Abu responded that the claimant could submit it from home using the HR info system, UKG. At 10:02 a.m. the claimant asked Ms. Abu if she'd share the link. At 10:03 a.m. Ms. Abu shared the link. At 10:12 a.m. the claimant informed Ms. Abu that the system was requesting an access code. At 10:24 a.m. Ms. Abu sent the access code. The claimant had problems logging in. At 10:41 a.m. Ms. Abu informed the claimant that her timesheet was pushed through for processing. (Exhibit B, pg. 31). The claimant provided this information to Ms. Ballast as an example of the type of behavior she was experiencing with Ms. Abu. (Exhibit B, pg. 31).

On April 9, 2024, the claimant submitted her two weeks notice and resignation to Ms. Abu. (Exhibit 1). The final straw for the claimant was that her hair was falling out, she was experiencing anxiety, panic attacks, lack of appetite, loss of weight, and loss of sleep. The claimant attributed these conditions to the continual chaos of the work environment because of Ms. Abu's behavior. Ms. Abu continued to engage with tenants to get them upset and to start confrontations. The claimant had to mediate between the two parties in the multiple disputes that Ms. Abu caused. The claimant considered the work environment to be hostile and toxic and decided to quit.

After the claimant's resignation the claimant informed Ms. Abu that she would be taking phone calls from prospective employers. The claimant received a phone call and removed herself to the clubhouse to take a call from a prospective employer. During the phone call Ms. Abu came in upset that the claimant was on the phone and told her to get off the phone. The claimant told Ms. Abu that she was on the phone and would be in her office in a minute. Ms. Abu leaves and then approximately 5 minutes later comes back into the club house and stands with her hand on her hip staring her down. The claimant eventually hung up the phone and went to Ms. Abu's office and told her that it was disrespectful do not ever do that to me again.

During the claimant's last two weeks of employment Ms. Abu would go to the printer and pick through the pages and retrieve her prints, along with others in the office, pass them out and leave the claimant's papers on the printer. (Exhibit B, pg. 46). Additionally, Ms. Abu wanted the claimant to perform certain job tasks in a particular way that would duplicate her work. The claimant disagreed with Ms. Abu's method because it was not consistent with her most recent training from corporate. (Exhibit B, pg. 46). Another employee doing the same task was instructed by Ms. Abu to perform the task using the most current method used by corporate. The other employee expressed to Ms. Abu that they needed to be on the same page with both of them during the remainder of the claimant's last two weeks. (Exhibit B, pg. 46). The claimant believed that Ms. Abu was trying to put more work on her as she was ending her employment.

On April 18, 2024, the claimant visited her physician. During the appointment the doctor agreed that the claimant was suffering from anxiety and needed an emotional support animal.

Prior to the claimant resigning the claimant did not inform the employer of the work-related health problems. Prior to the resignation a physician did not instruct the claimant to leave her employment. Prior to the claimant's resignation the claimant did not notify the employer that she intended to quit if the issues leading to her health problems were resolved or she received an accommodation.

The employer ended their investigation into the claimant's complaints once the claimant submitted her resignation. On April 22, 2024, the claimant separated from the employer.

On May 12, 2024, the claimant filed for unemployment insurance benefits. The claimant's gross weekly benefit amount is \$420.00. (DBRO). The claimant began receiving benefits May 12, 2024 and received them through June 29, 2024. (DBRO). The claimant received seven weeks of benefits worth a gross total of \$2,940.00. (DBRO).

The employer received the notice of fact-finding interview with Iowa Workforce Development. Iowa Workforce Development called the employer however the employer did not participate in the phone call. (Fact-Finding Documents). The employer did not provide a reason for their lack of participation.

#### **REASONING AND CONCLUSIONS OF LAW:**

For the reasons that follow, the administrative law judge finds that the claimant voluntarily quit with good cause attributable to the employer.

Iowa Code §96.5(1) provides:

An individual shall be disqualified for benefits:

1. Voluntary quitting. If the individual has left work voluntarily without good cause attributable to the individual's employer, if so found by the department.

Iowa Admin. Code r. 871-24.26(2) and (4) provide:

Voluntary quit with good cause attributable to the employer and separations not considered to be voluntary quits. The following are reasons for a claimant leaving employment with good cause attributable to the employer:

(2) The claimant left due to unsafe working conditions.

(4) The claimant left due to intolerable or detrimental working conditions.

The claimant has the burden of proving that the voluntary leaving was for good cause attributable to the employer. Iowa Code § 96.6(2). "Good cause" for leaving employment must be that which is reasonable to the average person, not the overly sensitive individual or the claimant in particular. See *O'Brien v. EAB*, 494 N.W.2d 660, 662 (Iowa 1993) (adapting good faith standard from *Aalbers v. Iowa Department of Job Service*, 431 N.W.2d 330, 337 (Iowa 1988)) see also *Uniweld Products v. Indus. Relations Comm'n*, 277 So.2d 827 (Fla. Dist. Ct. App. 1973). A voluntary leaving of employment requires an intention to terminate the



employment relationship accompanied by an overt act of carrying out that intention. *Local Lodge #1426 v. Wilson Trailer*, 289 N.W.2d 608, 612 (Iowa 1980).

Where an employee quits because of allegedly detrimental working conditions the reasonable belief standard applies. Under these standards all that needs to be established is that a reasonable person would have felt compelled to resign by the conditions at the employer. The "key question is what a reasonable person would have believed under the circumstances" and thus "the proper inquiry is whether a person of reasonable prudence would believe, under the circumstances faced by [Claimant]" that the circumstances at the employer "necessitated [Claimant] quitting." *O'Brien v. Emp. Appeal Bd.*, 494 N.W.2d 660, 662 (Iowa 1993); accord *Aalbers v. Iowa Department of Job Service*, 431 N.W.2d 330, 337 (Iowa 1988)(misconduct case).

The claimant is not required to give the employer a notice of an intent to quit with regard to intolerable or detrimental working conditions prior to their quitting. *Hy-Vee, Inc. v. Emp. Appeal Bd.*, 710 N.W.2d 1, 6 (Iowa 2005). However, the claimant must prove that their working conditions were intolerable, detrimental, unlawful, or unsafe.

An agency may consider that all the reasons combined may constitute good cause for an employee to quit, if the reasons are attributable to the employer. See *Taylor v. Iowa Dep't of Job Serv.*, 362 N.W.2d 534, 540–41 (Iowa 1985). *McCunn Equip. Co. v. Emp. Appeal Bd.*, 451 N.W.2d 510, 511 (Iowa Ct. App. 1989).

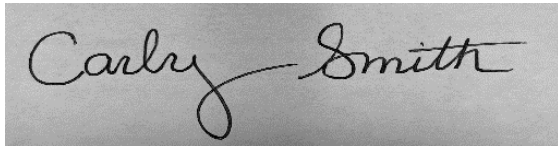
The claimant quit due to a culmination of the incidents set forth in the findings of fact. Most of these instances in and of themselves would not reach the burden of establishing detrimental or intolerable working conditions. However, Ms. Abu's behavior of instigating conflicts with tenants and the tenants becoming physical with the staff do rise to the level of unsafe working conditions. Ms. Abu continued to engage with tenants in a manner that elicited reactions that increased the risk of putting the claimant in harm's way. The claimant has met her burden proving that a person of reasonable prudence would, under the circumstances faced by the claimant, conclude that the conditions of her work necessitated her quitting. See *O'Brien v. EAB*, 494 N.W.2d 660, 662 (Iowa 1993). The claimant has established that the working conditions were unsafe, intolerable and detrimental. Benefits are allowed, provided the claimant is otherwise eligible.

Since the claimant is eligible for benefits the issues of overpayment and chargeability are moot.

**DECISION:**

The May 31, 2024 (reference 01) unemployment insurance decision is AFFIRMED. The claimant voluntarily quit employment on April 22, 2024 with good cause attributable to the employer. Benefits are allowed, provided the claimant is otherwise eligible.

Since the claimant is eligible for benefits the issue of overpayment and chargeability are moot.

A rectangular box containing a handwritten signature in black ink that reads "Carly Smith".

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Carly Smith  
Administrative Law Judge

July 16, 2024  
Decision Dated and Mailed

cs/scn

**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  
6200 Park Ave Suite 100  
Des Moines, Iowa 50321  
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  
6200 Park Ave Suite 100  
Des Moines, Iowa 50321  
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 adquiera 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.