

**BEFORE THE  
EMPLOYMENT APPEAL BOARD  
Lucas State Office Building  
Fourth floor  
Des Moines, Iowa 50319**

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**KRYSTI L GRIFFIN**

Claimant

and

**JDB AUTO FINANCE INC**

Employer

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**HEARING NUMBER: 20B-UI-09233**

**EMPLOYMENT APPEAL BOARD  
DECISION**

**NOTICE**

**THIS DECISION BECOMES FINAL** unless (1) a **request for a REHEARING** is filed with the Employment Appeal Board within **20 days** of the date of the Board's decision or, (2) a **PETITION TO DISTRICT COURT IS FILED WITHIN 30 days** of the date of the Board's decision.

A **REHEARING REQUEST** shall state the specific grounds and relief sought. If the rehearing request is denied, a petition may be filed in **DISTRICT COURT** within **30 days** of the date of the denial.

**SECTION: 96.5-1, 96.3-7**

**DECISION**

**UNEMPLOYMENT BENEFITS ARE DENIED**

The Claimant appealed this case to the Employment Appeal Board. The members of the Employment Appeal Board reviewed the entire record. The Appeal Board finds it cannot affirm the administrative law judge's decision. The Employment Appeal Board **REVERSES** as set forth below.

**FINDINGS OF FACT:**

The Claimant, Krysti Griffin, worked for JDB Auto Finance from September 23, 2019 through February 19, 2020 as a full-time sales associate. The Employer is a car sales company for which the Claimant had both sales and application quotas that needed to be met. The Claimant oftentimes felt overwhelmed in trying to meet these quotas. She was sometimes able to satisfy these quotas after receiving several warnings for falling short. On January 13, 2020, the Employer issued a warning that the Claimant's work was unsatisfactory. (Exhibit 3) The following week, the Employer issued another warning indicating the Claimant's performance was down and she had until the end of the month to improve. (Exhibit 2)

On February 19, 2020, the Employer called the Claimant into the regional sales manager's office to discuss her performance. When asked how the Claimant thought she was performing, she responded that she complied with all the Employer's directives per the performance plan. The Employer then directed the Claimant to return to her desk and draft a two-week resignation letter. (Exhibit 1) The Claimant was confused because at the end of January, 2020, the Employer expressed being pleased with her performance for the month. The Claimant had 24 applications, and four and half sales. She had worked just as hard, thus far, in February as the previous month. She did not want to quit. The Employer told her they were going through a transition period and would call her

as needed within her last two weeks. The Employer never called her; her last day working was February 19, 2020.

Claimant has received state unemployment benefits in this matter in the amount of \$6,228.00. Claimant has received Federal Pandemic Unemployment Compensation benefits in this matter in the amount of \$6,000.00.

### REASONING AND CONCLUSIONS OF LAW:

871 IAC 24.26 provides:

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:

(21)The claimant was compelled to resign when given the choice of resigning or being discharged. This shall not be considered a voluntary leaving.

The findings of fact show how we have resolved the disputed factual issues in this case. We have carefully weighed the credibility of the witnesses and the reliability of the evidence. We attribute more weight to the Claimant's version of events. The Employer argues the Claimant quit her employment. However, "quitting requires an intention to terminate employment accompanied by an overt act carrying out the intent." FDL Foods, Inc. v. Employment Appeal Board, 460 N.W.2d 885, 887 (Iowa App. 1990), accord Peck v. Employment Appeal Board, 492 N.W.2d 438 (Iowa App. 1992). The Claimant had no intention of severing her employment relationship as established by her testimony. She reasonably believed she was doing a good job meeting the Employer's expectations given the recent praise she received at the end of January, which the Employer corroborated through testimony. The Claimant's submission of the resignation letter was merely her effort to forego being terminated as the Employer insinuated during their February 19, 2020 meeting.

It is clear the Employer initiated the Claimant's separation based on what they considered as the Claimant's failure to consistently meet her quotas. The court in *Richers v. Iowa Department of Job Service*, 479 N.W.2d 308 (Iowa 1991) held that inability or incapacity to perform well is not volitional and thus, cannot be deemed misconduct. Based on this record, we conclude the Claimant's separation was not a voluntary quit, but rather a termination for which misconduct was not established.

### DECISION:

The administrative law judge's decision dated September 23, 2020 is **REVERSED**. The Employment Appeal Board concludes that the Claimant was discharged for no disqualifying reason. Accordingly, she is allowed benefits provided she is otherwise eligible.

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Ashley R. Koopmans

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James M. Strohman

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Myron R. Linn