



Department of Inspections,
Appeals, & Licensing

Iowa Department of Inspections, Appeals, & Licensing
Administrative Hearings Division
6200 Park Avenue, Suite 100, East Entrance
Des Moines, IA 50321-1270

Appeal Decision

Claim Number:

Determination Number:
7387799

Appeal Filed By:
MARGARITA MOTA

Appeal Filed Date:
09/04/2025

Appeals Bureau Docket:
2025146421-AT

[Redacted]

APPEALS BUREAU DECISION OF ADMINISTRATIVE LAW JUDGE

Mail Date: January 6, 2026

Appellant

Claimant/Job Seeker: MARGARITA MOTA

Claimant address: [Redacted]

Social Security Number: [Redacted]

Appellee

Employer: Jstar Holding Group Inc

[Redacted]

In regard to the appeal by MARGARITA MOTA:

STATUTORY REFERENCE

Iowa Code Section 96.5(2)(a) - Discharge

ISSUES STATEMENT

Whether the claimant was laid off, was discharged for misconduct in connection with the employment, or voluntarily quit without good cause attributable to the employer.

CASE HISTORY

On September 4, 2025, Margarita Cruz Mota (claimant) filed a timely appeal from the September 4, 2025 Disqualifying Separation Determination that disqualified her for benefits and that held the employer's account would not be charged for benefits, based on an IWD determination that the claimant voluntarily quit on May 27, 2025 without good cause attributable to the employer. After appropriate notice to the parties, an in-person hearing was held in Des Moines on October 10, 2025. Claimant participated. Steve Hou, the employer's accountant, represented the employer and presented testimony through Xing Lin. Exhibits 1 through 8 and C through G were received into evidence. Exhibits A and B were not admitted into evidence. The hearing in this matter was consolidated with the hearing in Appeal Number 2025146422. The administrative law judge took official notice of the record of benefits paid to the claimant.

Equal Opportunity:

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FINDINGS OF FACT

Having considered all of the evidence in the record, the administrative law judge finds as follows:

Xing Lin is owner, President, and Chief Executive Officer of Hana Ramen Sushi, Inc., a restaurant located in the Des Moines metropolitan area. Xing Lin is bilingual in Mandarin Chinese and English. English is Xing Lin's second language.

Margarita Cruz Mota (claimant) began her employment with Hana Ramen Sushi, Inc. in August or September 2023 as a part-time host. Ms. Cruz Mota last performed work for the employer on or about May 27, 2025.

In the spring of 2024, the employer promoted Ms. Cruz Mota to full-time Assistant Manager under General Manager James Lin. James Lin is Xing Lin's brother. Ms. Cruz Mota's wage in the Assistant Manager position was \$18.00 an hour. The employer's assertion that Ms. Cruz Mota's Assistant Manager position was part-time is inconsistent with the 2024 quarterly wages the employer reported to Iowa Workforce Development, which wages reflect full-time employment. See the IowaWORKS.gov Wage History.

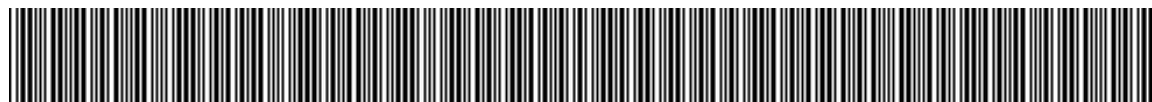
James Lin continued as General Manager of the restaurant until earlier January 2025. When James Lin left the General Manager position in early January 2025, Xing Lin again promoted Ms. Cruz Mota. The parties disagree regarding Ms. Cruz Mota's title after the January 2025 promotion. On the one hand, Xing Lin asserts that he himself became General Manager effective January 1, 2025, and that he promoted Ms. Cruz Mota to Front of House Manager. Ms. Cruz Mota asserts she was promoted to General Manager. Ms. Cruz Mota's wage in the new manager position was \$23.00 an hour. Pay stubs the employer issued to Ms. Cruz Mota contradict Xing Lin's assertion that Ms. Cruz Mota was a salaried employee. See Exhibits F and G.

In her new role, Ms. Cruz Mota typically worked seven days a week for a total of 60 hours a week. This meant she was generally at the restaurant during all hours of operation, a work schedule more consistent with that of a general manager than a lower ranking manager. Paystubs the employer issued to Ms. Cruz Mota in 2025 reflect the employer's—or the employer's accountant's--creative and deceptive bookkeeping and payroll processing practices impacting Ms. Cruz Mota. Paystubs from March, May and June, falsely inflated Ms. Cruz Mota's hourly wage to \$34.00, falsely documented that Ms. Cruz Mota worked no more than 40 hours a week, and falsely added unearned and unpaid “tips”—all in an apparent effort to hide the fact that Ms. Cruz Mota's work hours routinely exceeded 40 hours a week. There are other irregularities, including a failure to indicate the basic federal income tax withholding. Ms. Cruz Mota was responsible for making the employee work schedule, which included scheduling her own work hours.

On May 10, 2025, Xing Lin left for an extended trip to his native China. Xing Lin remained away from the workplace until he returned to the U.S. on June 12, 2025.

At the time Xing Lin left for China, Ms. Cruz Mota understood that she would continue in her established manager role and established manager duties during Xing Lin's absence from the workplace. During Xing Lin's absence, James Lin helped out at the restaurant as needed.

In connection with Xing Lin's departure for China, and in anticipation of a weeklong vacation Ms. Cruz Mota had planned for June 15-22, 2025, Xing Lin delegated quasi-manager duties to bartender Tom Chen. Mr. Chen is bilingual in Mandarin Chinese and English. Mr. Chen is still with the employer. Xing Lin did not spell out for Ms. Cruz Mota Mr. Chen's delegated duties beyond end-of-day closing duties. Xing Lin did not mention to Ms. Cruz Mota anything about promoting Mr. Chen to the position of Assistant Manager. Xing Lin describes the delegation to Mr. Chen as



asking Mr. Chen “to assist” Ms. Crus Mota with operating the restaurant during his absence from the country. Xing Lin asserts he delegated authority to Mr. Chen because he was concerned Ms. Crus Mota would not appropriately mind her duties. Until May 26, 2025, Ms. Crus Mota understood that Mr. Chen, as a bartender asked to performed limited managerial duties, was her subordinate.

Ms. Crus Mota's employment began to unravel on May 26, 2025. On that date, Tom Chen became upset with Ms. Crus Moto. At the time, Ms. Crus Mota was on a break and was in the kitchen preparing personal food items unrelated to the restaurant's operations. Mr. Chen asked Ms. Crus Mota to address an issue with a machine and asserted that an employee responsible for seating customers was not doing his job. When Ms. Crus Mota did not respond in a manner Mr. Chen found satisfactory, Mr. Chen commenced yelling and cursing at Ms. Crus Mota. This included yelling at Ms. Crus Mota, “Why don't you fucking go home!” In response, Ms. Crus Mota raised her voice but did not yell or curse at Mr. Chen. When Ms. Crus Mota asserted that she had authority to send Mr. Chen home, Mr. Chen replied that Ms. Crus Mota was the one who needed to go home. The exchange occurred in front of other staff and within earshot of customers.

Immediately after the exchange with Mr. Chen, Ms. Crus Mota called James Lin. Ms. Crus Mota told James Lin that he needed to calm Mr. Chen. Ms. Crus Mota told James Lin that she would not tolerate Mr. Chen disrespecting her and threatened to immediately leave the workplace if James Lin did not resolve the situation. James Lin persuaded Ms. Crus Mota to remain at the workplace. James Lin spoke with Mr. Chen. The workplace remained calm for most of the remainder of the work day. However, toward the end of the work day, Mr. Chen created an issue for a server and for Ms. Crus Mota when he deviated from closing protocol and closed out the daily credit card transactions 16 minutes before closing time. This premature closing procedure prevented a server from electronically including a tip in a transaction and created the need for Ms. Crus Mota to assist the server by manually adding the tip to the transaction.

Mr. Chen communicated with Xing Lin regarding the interaction with Ms. Crus Mota. Those messages were in Chinese and were not made available for the hearing in English translation. Mr. Chen told Xing Lin that Ms. Crus Mota verbally attacked him at the bar in front of customers. Mr. Chen told Xing Lin that Ms. Crus Mota was in the kitchen at a time when she was supposed to be managing the phone, and at a time when Mr. Chen wanted her to take care of customers.

In response to information received from Mr. Chen, Xing Lin sent the following text message to Ms. Crus Mota:

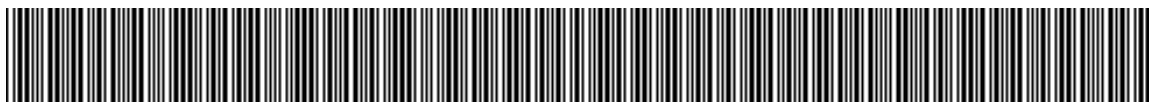
I need to address what happened today. There was an issue with the new server, and Tom was trying to help resolve it. You stopping the new staff from giving Tom the passcode is not acceptable. I had already instructed Tom that if I'm not around, he has my full permission to step in and act on my behalf for any urgent operational matters. That includes handling systems and checking access if needed.

I appreciate your work, but this kind of behavior creates confusion and blocks the team from functioning. I hope this won't happen again. Please work with him, not against him.

See Exhibit 2.

Ms. Crus Mota responded to Xing Lin as follows:

So I tried to call you yesterday but I don't know if I'm going to stay[.] I have decided I'm going to see how these days go but what happened yesterday was un called for and I don't deserve [to] be disrespected[.] if he [sic] since the trust is more in him he can take over if I decide to leave before u



come back and am really sorry[.]

See Exhibit 3.

Xing Lin continued his correspondence with Ms. Crus Mota as follows

Hi Margarita,

I understand you're feeling disrespected and I want to be clear—it was never my intention to make you feel that way.

You've been an important part of the team, and I appreciate the effort you've put in.

That said, when I'm not in the store, I do need to make sure the operation runs smoothly. I asked tom to help out only when needed, especially when customers are unattended. That's not about trust in someone else—it's about protecting the flow of service. I hope you take some time to cool down and continue working as the professional I know you can be. Let's get through these next couple weeks together, and when I return, we'll sit down and talk face to face to sort everything out properly. Thank you for being honest.

See Exhibit 2.

On May 27, 2025, restaurant server Malachi Miller alerted Ms. Crus Mota to Mr. Chen's purported plan to notify Ms. Crus Mota that her employment was being termination. See Exhibit E. The correspondence is as follows:

Mr. Miller: Tom said he's gonna talk with you about not working there any more[.] I wanted to give you a heads up[.]

Ms. Crus Mota: Oh[,] he said he is not working here no more[?]

Mr. Miller: He did? No about YOU not working there any more[.]

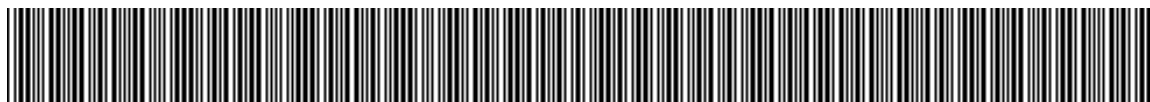
Ms. Crus Mota: Oh ok really

Mr. Miller: Yeah

See Exhibit E.

On May 27, 2025, Ms. Crus Mota exercised poor judgment by adding a post to her Facebook page: "I'm so done with this I need a new job[.]" The post appeared immediately above a post Ms. Crus Mota had "shared" from the Hana Ramen Sushi Facebook page regarding the restaurant honoring military service members on May 26, 2025, Memorial Day. The connection between Ms. Crus Mota's post and the employment was readily evident. See Exhibit 4. Xing Lin and Ms. Crus Mota are Facebook "friends." Xing Lin promptly saw Ms. Crus Mota's post regarding the employment.

On May 27, 2025, Xing Lin spoke with Ms. Crus Mota by telephone. Xing Lin referred to the period of vacation that Ms. Crus Mota had previously requested and that Xing Lin had previously approved for the period of June 15, 2025 through June 22, 2025. The parties had previously mutually understood that Ms. Crus Mota would work through June 14, 2025 and would return to work on June 23, 2025 following her vacation. However, during the May 27, 2025 call, Xing Lin told Ms. Crus Mota that he was moving up the start date of her "break" to May 28, 2025 and that he would speak with Ms. Crus Mota after he returned from China. In other words, Xing Lin suspended Ms. Crus Mota effective May 28, 2025. Ms. Lin made clear that she was not okay with being off work during the period that preceded her scheduled vacation. Nonetheless, Xing Lin compelled Ms. Crus Mota to go off work at that time. In connection with this event, the employer



removed Ms. Crus Mota's access to its scheduling software app.

Ms. Crus Mota has provided a portion of a record of a June 4, 2025 message that appears to be from Xing Lin to a restaurant employee. The incomplete correspondence states as follows: "... anyway he is staying on manager position now and he just hire new people to cover and everyone doing good now until I come back and I will make meetings with everyone make some decisions[.]" See Exhibit C. The incomplete correspondence reflects Xing Lin's decision to make Mr. Chen the manager in charge of the restaurant and memorializes Ms. Crus Mota's exit as a manager.

At some point between June 15 and June 22, 2025, Ms. Crus Mota communicated through a coworker that she wanted to collect her personal effects from the restaurant. Mr. Chen facilitated the personal effects being gathered in the bar area for Ms. Crus Mota or her representative to retrieve. See Exhibits 7 and 8.

Ms. Crus Mota did not return to the employment immediately after the previously approved vacation period. The employer did not further employ Ms. Crus Mota as a full-time employee or as a manager.

The employer has provided an Iowa Department of Human Services Employer's Statement of Earnings document the employer completed on July 9, 2025 at Ms. Crus Mota's request, as part of Ms. Crus Mota's application for public assistance. In the document, the employer sets forth the last day of the employment as May 27, 2025 and indicated that Ms. Crus Mota had quit. Xing Lin included the following comment on the document:

Employee had ongoing conflict with other employees. Prior to a scheduled vacation, employer suggested she take an early leave to ease workplace tension. After the vaction [sic], employee returned only to collect personal items and did not express intent to work. Employer did not issue a formal termination.

See Exhibit 1.

In July 2025, the parties discussed Ms. Crus Mota returning as a part-time host. On July 11, 2025, Xing Lin sent the following text message to Ms. Crus Mota:

This week's schedule is already full. We can start with one day next week—Tuesday—and have you come in as a host. The regular rate is \$13.00/hour, but we'll give you \$15/hour.

Tom is off that day, so there won't be any overlap or chance for conflict. If things go well and we have more availability, we'll look at adjusting your schedule further.

Would you be able to come in on Tuesday?

Let me know.

Thanks!

See Exhibit 6. Ms. Crus Mota responded to indicate she could work the host shift, but would need to leave for a portion of afternoon to take her son to an appointment. See Exhibit 6.

Ms. Crus Mota worked a host shift on July 15, 2025, but did not work the next shift set for July 22, 2025. Ms. Crus Mota did not thereafter return to the employment.

The employer has provided a Payroll Register Report (paystub) for the period of July 12-25, 2025 with a pay date of July 29, 2025. The document reflects that the employer paid the claimant



\$112.50 in wages and \$10.76 in tips in connection with 7.5 hours of work at \$15.00 an hour. See Exhibit 5. The payment is for hosting work Ms. Crus Mota performed during the referenced pay period.

Ms. Crus Mota has provided a series of four paystubs to support her assertion of employer bookkeeping/payroll irregularities. The documents include a paystub dated May 20, 2025 with the employer listed as Jstart Holding Group, Inc. See Exhibit F. The paystub is for the two-week pay period of May 3, 2025 to May 16, 2025. The paystub reflects 80 hours worked at a pay rate of \$34.00, for a total of \$2,720.00. The paystub reflects the addition of \$587.48 in non-cash “tips” added to the pay for a combined total of \$3,307.48. The paystub reflects zero in federal income tax withholding for the pay period, with \$25.20 in federal income tax withheld year-to-date. The paystub reflects deductions/withholdings for Social Security tax, Medicare tax, and Iowa income tax. See Exhibit F. The paystub inflates Ms. Mota's payrate, understates the number of hours worked, and adds bogus tips.

The documents include a paystub dated June 3, 2025 with the employer listed as Jstar Holding Group, Inc. See Exhibit F. The paystub is for the two-week pay period of May 17, 2025 to May 30, 2025. The paystub indicates Ms. Crus Mota worked 67.95 hours, that her hourly pay rate was \$34.00, and that her gross wages for the period were \$2,310.30. The paystub further indicates \$251.20 in non-cash “tips” added to the paycheck, with the combined wages totaling \$2,561.00. The paystub reflects zero in federal income tax withholding for the pay period, with \$25.20 in federal income tax withheld year-to-date. The paystub reflects deductions/withholdings for Social Security tax, Medicare tax, and Iowa income tax. See Exhibit F. The paystub inflates Ms. Mota's payrate, potentially understates the number of hours worked, and adds bogus tips.

CONCLUSION OF LAW

Iowa Administrative Code rule 871-24.1(32) characterizes the different types of employment separations as follows:

Separations. All terminations of employment, generally classifiable as layoffs, quits, discharges, or other separations.

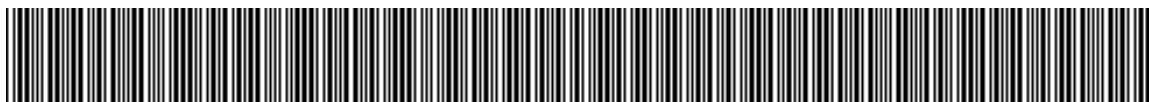
a. Layoffs. A layoff is a suspension from pay status initiated by the employer without prejudice to the worker for such reasons as: lack of orders, model changeover, termination of seasonal or temporary employment, inventory-taking, introduction of laborsaving devices, plant breakdown, shortage of materials; including temporarily furloughed employees and employees placed on unpaid vacations.

b. Quits. A quit is a termination of employment initiated by the employee for any reason except mandatory retirement or transfer to another establishment of the same firm, or for service in the armed forces.

c. Discharge. A discharge is a termination of employment initiated by the employer for such reasons as incompetence, violation of rules, dishonesty, laziness, absenteeism, insubordination, failure to pass probationary period.

d. Other separations. Terminations of employment for military duty lasting or expected to last more than 30 calendar days, retirement, permanent disability, and failure to meet the physical standards required.

In general, a voluntary quit requires evidence of an intention to sever the employment relationship and an overt act carrying out that intention. See *Local Lodge #1426 v. Wilson Trailer*, 289 N.W.2d 698, 612 (Iowa 1980) and *Peck v. EAB*, 492 N.W.2d 438 (Iowa App. 1992). In general, a voluntary quit means



discontinuing the employment because the employee no longer desires to remain in the relationship of an employee with the employer. See Iowa Administrative Code rule 871-24.18.

The weight of the evidence in the record establishes that the employer discharged the claimant from the employment by placing the claimant off work and by removing the claimant from her full-time manager position effective May 28, 2025. Though the claimant had threatened to leave the employment prior to that date, the claimant had taken no overt steps to voluntarily separate from the employment prior to be placed off work by the employer. Claimant's Exhibit C indicates that the employer reassigned the claimant's duties to Mr. Chen no later than June 4, 2025. The claimant's retrieval of her personal effects at the end of June, about a month after the employer had removed her from her manager position, did not transform the involuntary separation from the manager position into a voluntary quit. The weight of the evidence indicates that the brief part-time host employment that commenced in July was a separate employment from the full-time manager position the claimant held until May 27, 2025.

Iowa Code section 96.5(2)(a) and (d) provides as follows:

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 disqualification shall continue 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.

...

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.

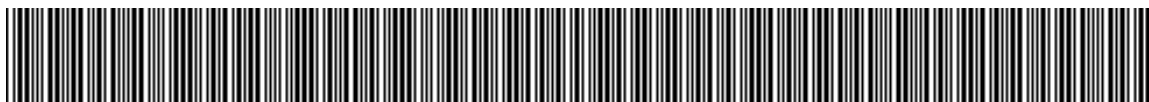
(3) Intentional damage of an employer's property.

(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 results 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 license, 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.

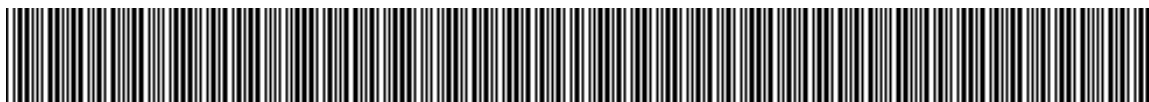
The employer has the burden of proof in this matter. See Iowa Code section 96.6(2). Misconduct must be substantial in order to justify a denial of unemployment benefits. Misconduct serious enough to warrant the discharge of an employee is not necessarily serious enough to warrant a denial of unemployment benefits. See *Lee v. Employment Appeal Board*, 616 N.W.2d 661 (Iowa 2000). The focus is on deliberate, intentional, or culpable acts by the employee. See *Gimbel v. Employment Appeal Board*, 489 N.W.2d 36, 39 (Iowa Ct. App. 1992).

Allegations of misconduct or dishonesty without additional evidence are not sufficient to result in disqualification. If the employer is unwilling to furnish available evidence to corroborate the allegation, misconduct cannot be established. See Iowa Admin. Code rule 871-24.24(3).

While past acts and warnings can be used to determine the magnitude of the current act of misconduct, a discharge for misconduct cannot be based on such past act(s). The termination of employment must be based on a current act. See Iowa Admin. Code rule 871-24.24(7). In determining whether the conduct that prompted the discharge constituted a "current act," the administrative law judge considers the date on which the conduct came to the attention of the employer and the date on which the employer notified the claimant that the conduct subjected the claimant to possible discharge. See also *Greene v. EAB*, 426 N.W.2d 659, 662 (Iowa App. 1988).

The evidence in the record establishes a May 27, 2025 discharge for no disqualifying reason. While the claimant's Facebook post demonstrated poor judgment, it did not rise to the level of willful and wanton disregard of the employer's interests and was likely protected speech. The claimant's interactions with and disagreement with Mr. Chen did not indicate willful or wanton disregard of the employer's interests. The employer set the table for such issues by not clearly establishing areas of responsibility and authority prior to the employer's departure for China. The disagreements between the claimant and Mr. Chen were initiated by and escalated by Mr. Chen. The administrative law judge notes Mr. Chen's conspicuous absence from the appeal hearing.

The employer has a significant credibility issue. 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 Ct. 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.* Exhibits F and G make clear that the employer engaged in intentionally fraudulent bookkeeping and payroll processing that directly impacted the claimant's employment. In light of this intentional dishonesty, where the testimony of the parties deviated, the claimant's testimony was more credible.

Even if the evidence had established a continuous employment to July 2025, and even if the claimant had voluntarily quit the employment by ceasing to appear for the part-time host shifts in July, the quit would have been with good cause attributable to the employer, given the substantial changes in the conditions of the employment. These included removal from the full-time, manager position, with corresponding reduction in hours and pay.

Iowa Admin. Code rule 871.24.19(1) provides as follows:

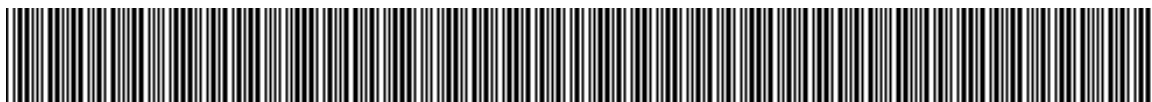
871—24.19(96) Voluntary quit with good cause attributable to the employer and separations not considered to be voluntary quits. In addition to the reasons established in Iowa Code section 96.5(1), the following are reasons for a claimant leaving employment with good cause attributable to the employer:

24.19(1) An employer's willful breach of contract of hire is not a disqualifiable issue. This would include any change that would jeopardize the worker's safety, health or morals. The change of contract of hire must be substantial in nature and may involve changes in working hours, shifts, remuneration, location of employment, or drastic modification in type of work. Minor changes in a worker's routine on the job would not constitute a change of contract of hire.

“Change in the contract of hire” means a substantial change in the terms or conditions of employment. See *Wiese v. Iowa Dept. of Job Service*, 389 N.W.2d 676, 679 (Iowa 1986). Generally, a substantial reduction in hours or pay will give an employee good cause for quitting. See *Dehmel v. Employment Appeal Board*, 433 N.W.2d 700 (Iowa 1988). In analyzing such cases, the Iowa Courts look at the impact on the claimant, rather than the employer's motivation. *Id.* An employee acquiesces in a change in the conditions of employment if he or she does not resign in a timely manner. See *Olson v. Employment Appeal Board*, 460 N.W.2d 865 (Iowa Ct. App. 1990).

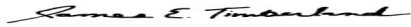
In addition, if there had been a voluntary quit, the employer's fraudulent bookkeeping and payroll processing practices created intolerable and detrimental work conditions that would have prompted a reasonable person to leave the employment and would have established a quit with good cause attributable to the employer. Quits due to intolerable or detrimental working conditions are deemed to be for good cause attributable to the employer. See Iowa Admin. Code r. 871-24.19(4). The test is whether a reasonable person would have quit under the circumstances. See *Aalbers v. Iowa Department of Job Service*, 431 N.W.2d 330 (Iowa 1988) and *O'Brien v. Employment Appeal Bd.*, 494 N.W.2d 660 (1993). Aside from quits based on medical reasons, prior notification of the employer before a resignation for intolerable or detrimental working conditions is not required. See *Hy-Vee v. EAB*, 710 N.W.2d 1 (Iowa 2005).

The claimant is eligible for benefits, provided she is otherwise eligible. The employer's account may be charged for benefits.



DECISION/REMAND

The September 4, 2025 Disqualifying Separation Determination is REVERSED. The claimant was discharged for no disqualifying reason. The claimant is eligible for benefits, provided she meets all other eligibility requirements. The employer's account may be charged.



James TIMBERLAND

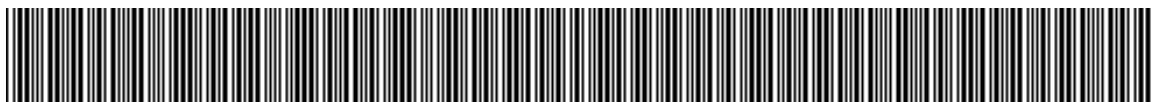
Administrative Law Judge

Iowa Department of Inspections, Appeals, & Licensing

Administrative Hearings Division

Unemployment Insurance Appeals Bureau

Please see the last page of this document for important information about reopening the appeal and further appeal rights.



INSTRUCTIONS FOR FILING AN APPEAL

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 Avenue Suite 100
Des Moines, IA 50321
Fax: (515)281-7191
Online: IowaWORKS account

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. A reference to the decision from which the appeal is taken.
2. That an appeal from such decision is being made and such appeal is signed.
3. 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.

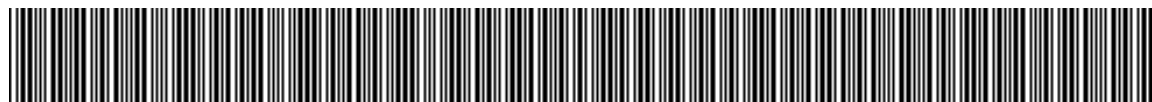
2. If no one files an appeal of the judge's decision with the Employment Appeal Board within fifteen (15) days, the decision becomes final agency action, and you have the option to file a petition for judicial review in District Court within thirty (30) days after the decision becomes final. Additional 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 Iowa 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 the 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.



Babel Notice – Claim and Appeal Information

Aviso: Aviso: Documento De Beneficios Del Seguro De Desempleo
Y Información De Apelación

IMPORTANT!

This document contains important information about your unemployment compensation rights, responsibilities and/or benefits. It is critical that you understand the information in this document. **DEADLINE FOR APPEAL:** If you disagree with this determination or decision, you must file an appeal before the deadline noted in this document. **IMMEDIATELY:** If needed, call 866-239-0843 for assistance in the translation and understanding of the information in the document(s) you have received.

¡IMPORTANTE!

Este documento contiene información importante sobre sus derechos, obligaciones y/o beneficios de compensación por desempleo. Es muy importante que usted entienda la información contenida en este documento. **PLAZO LÍMITE PARA APELAR:** Si usted está en desacuerdo con esta determinación o decisión, debe presentar una apelación antes del plazo límite indicado en este documento. **INMEDIATAMENTE:** Si necesita asistencia para traducir y entender la información contenida en el documento(s) que recibió, llame al 866-239-0843.

重要提示！

这份文件包含有关失业补偿的权利、责任和/或利益的重要信息。您需要理解本文件中的信息，这一点至关重要。

上诉截止日期：如果您不同意本裁定或决定，您必须在本文件所载截止日期前提出上诉。**立即：**如果需要，请拨打866-239-0843，可获得帮助，以利您翻译和理解所收到的文件中的信息。

IMPORTANT!

Ce document contient des informations importantes sur vos droits d'allocation de chômage, vos responsabilités et/ou vos bénéfices. Il est indispensable que vous compreniez le contenu de ce document. **DATE LIMITE POUR FAIRE APPEL:** Si vous n'êtes pas d'accord avec cette détermination ou décision, vous devrez faire un appel avant la date limite signalée dans ce document. **IMMÉDIATEMENT:** Si nécessaire, téléphonez au 866-239-0843 pour avoir de l'assistance sur la traduction et/ou la compréhension de ce document.

WICHTIG!

Diese Dokument enthält wichtige Hinweise zu ihren Rechten, Pflichten bzw. Leistungen im Rahmen der Arbeitslosenunterstützung. Es ist entscheidend, dass Sie die Informationen in diesem Dokument verstehen. **FRIST ZUR BESCHWERDEEINLEGUNG:** Wenn Sie mit der Feststellung oder Entscheidung nicht einverstanden sind, müssen Sie vor Ablauf der in diesem Dokument aufgeführten Frist eine Beschwerde einlegen. **SOFORT:** Sofern erforderlich, rufen Sie die Telefonnummer 866-239-0843 an und erkundigen sich nach Hilfsdiensten bei der Übersetzung und zum Verständnis der Informationen in dem (den) von Ihnen erhaltenen Dokument(en).

IMPORTANTE!

Ang mga dokumentong ito ay naglalaman ng mahalagang impormasyon tungkol sa iyong mga karapatan na makatanggap ng kabayaran, mga responsibilidad at /o benepisyo dahil sa pagkawala ng trabaho. Napakahalagang maunawaan mo ang mga impormasyong nilalaman sa dokumentong ito. **HULING ARAW PARA UMAPILA:** Kung hindi ka sumasang-ayon sa pagpapasiya o desisyon, dapat kang maghabol o magharap ng apila bago dumating ang huling araw na nabanggit sa dokumentong ito. **KAAGAD:** Kung kinakailangan ang tulong, tumawag sa 866-239-0843 para sa pagsasalin ng wika at pag-unawa ng impormasyon sa mga dokumentong natanggap mo.

IMPORTANTE:

Questo documento contiene informazioni importanti sui Suoi diritti di indennizzo di disoccupazione, sulle sue responsabilità e i suoi benefit. E' cruciale che Lei comprenda appieno le informazioni contenute in questo documento. **SCADENZA PER IL RICORSO:** Se non si trova in accordo con questa determinazione o decisione, dovrà presentare ricorso prima della scadenza riportata nel presente documento. **INMEDIATAMENTE:** In caso di necessità chiami il 866-239-0843 per assistenza alla traduzione e comprensione delle informazioni contenute nei documenti ricevuti.

QUAN TRỌNG:

Tài liệu này chứa đựng tin tức quan trọng về quyền hạn, trách nhiệm và/hoặc những lợi lộc được đền bù trong khi thất nghiệp. Đó là điều tối cần thiết mà quý vị phải hiểu rõ những tin tức trong tài liệu này. **HẠN CHÓT KHIẾU NẠI:** Nếu quý vị không đồng ý với quyết định này, quý vị phải nộp đơn khiếu nại trước hạn chót ghi rõ trong tài liệu này. **MỘT CÁCH NHANH CHÓNG:** Nếu cần xin hãy gọi số 866-239-0843 để được giúp đỡ trong việc phiên dịch và hiểu rõ những tin tức trong tài liệu quý vị đã nhận.

중요!

이 문서는 실업보상 권리, 책임 및/또는 혜택에 대한 중요한 정보가 포함되어 있습니다. 이 문서에 있는 정보를 이해 하는 것은 매우 중요합니다. **항소 마감:** 이 결정에 이견이 있으시면 항소인은 문서에 언급된 마감일 전에 항소를 제기하셔야 합니다. **즉시:** 받으신 문서의 번역 및 이해를 위해서 도움이 필요하시면 866-239-0843 로연락을 하시기 바랍니다.

WAŻNE!

Dokumenty mogą zawierać ważne informacje o Pana(-i) prawach do zasiłków dla bezrobotnych, obowiązków i/lub świadczeń. Zrozumienie informacji zawartych w niniejszym dokumencie jest bardzo ważne. **DATA WYGAŚNIĘCIA TERMINU SKŁADANIA ODWOŁAŃ:** Jeśli nie zgadza się Pan(-i) z decyzją zawartą w niniejszym dokumencie, odwołanie należy złożyć przed datą wygaśnięcia terminu wyszczególnionego w treści niniejszego dokumentu. **NATYCHMIAST:** W razie potrzeby, należy dzwonić pod 866-239-0843 w celu uzyskania pomocy w tłumaczeniu i zrozumieniu informacji w dokumentach, które Pan(i) otrzymał(-a).

ВАЖНО!

Данный документ содержит важную информацию о Ваших правах на пособие по безработице, ответственностях и /или выгодах. Крайне важно, чтобы Вы поняли всю информацию, представленную в данном документе(ах). **КРАЙНИЙ СРОК ДЛЯ ОБЖАЛОВАНИЯ:** Если Вы не согласны с представленным постановлением или решением, Вы должны подать заявление на обжалование данного документа до крайнего срока, указанного в нём. **НЕМЕДЛЕННО:** При необходимости звоните 866-239-0843 для получения помощи в переводе и понимании информации данного документа(ов).

VAŽNO!

Ovaj dokument sadrži važne informacije o vašim pravima za naknadu nezaposlenosti, odgovornostima i/ili beneficijama. Veoma je važno da shvatite informacije u ovom dokumentu. **ROK ZA ŽALBU:** Ako se ne slažete s ovim određivanjem ili odlukom, morate uložiti žalbu prije roka navedenog u ovom dokumentu. **ODMAH:** Ako je potrebno, nazovite 866-239-0843 za pomoć u prijevodu i razumijevanju informacija u dokumentu(ima) kojeg ste primili.

ໝາຍເຫລາະສາ

ສໍາຄັນ! ເອກະສານນີ້ປະກອບດ້ວຍຂໍ້ມູນທີ່ສໍາຄັນກ່ຽວກັບສິດທິການຊົດເຊີຍການຫວ່າງງານ, ຄວາມຮັບຜິດຊອບ ແລະ/ຫຼືຜົນປະໂຫຍດຂອງທ່ານ. ມັນເປັນສິ່ງ ສໍາ ຄັນທີ່ທ່ານຕ້ອງເຂົ້າໃຈຂໍ້ມູນໃນເອກະສານນີ້. ກໍານົດເວລາການອຸທອນ: ຖ້າທ່ານບໍ່ເຫັນດີກັບການກໍານົດ ຫຼືການຕັດສິນໃຈນີ້, ທ່ານຕ້ອງອໍ້ນອຸທອນກ່ອນກໍານົດເວລາທີ່ລະບຸໄວ້ໃນເອກະສານນີ້. ທັນທີ: ຖ້າຕ້ອງການ, ໃຫ້ໃບຫາ 866-239-0843 ສໍາລັບການຊ່ວຍເຫຼືອໃນການແປ ແລະຄວາມເຂົ້າໃຈຂອງຂໍ້ມູນໃນເອກະສານທີ່ທ່ານໄດ້ຮັບ.

هام!

تحتوي هذه الوثيقة/ الوثائق على معلومات مهمة حول حقوق تعويض البطالة ومزاياها، لذا من الأهمية فهم المعلومات الواردة فيها. وإن كنت غير موافق على ما تحمله هذه الوثيقة/ الوثائق فيجب عليك تقديم استئناف قبل الموعد النهائي المشار إليه في هذه الوثيقة والاتصال فوراً على الرقم التالي: 866-239-0843 (٨٦٦٢٣٩٠٨٤٣) وإذا كنت بحاجة إلى مساعده في ترجمة وفهم المعلومات الواردة في هذه الوثيقة فلا تردد بالسؤال.