

IOWA WORKFORCE DEVELOPMENT  
Unemployment Insurance Appeals Section  
1000 East Grand—Des Moines, Iowa 50319  
DECISION OF THE ADMINISTRATIVE LAW JUDGE  
68-0157 (7-97) – 3091078 - EI

JENNIFER FAGEN  
1845 – 240<sup>TH</sup> ST  
KEOTA IA 52248

HOCHSTEDLER INSURANCE AGENCY INC  
110 – 5<sup>TH</sup> ST  
PO BOX 656  
KALONA IA 52247-0650

Appeal Number: 05A-UI-07986-ET  
OC: 07-03-05 R: 03  
Claimant: Appellant (2)

**This Decision Shall Become Final**, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4<sup>th</sup> Floor—Lucas Building, Des Moines, Iowa 50319.**

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.

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.

YOU MAY REPRESENT yourself in this appeal or you may 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. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

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(Administrative Law Judge)

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(Decision Dated & Mailed)

Section 96.5-1 – Voluntary Leaving

STATEMENT OF THE CASE:

The claimant filed a timely appeal from the July 26, 2005, reference 01, decision that denied benefits. After due notice was issued, a hearing was held by telephone conference call before Administrative Law Judge Julie Elder on August 22 2005. The claimant participated in the hearing. Kevin Hochstedler, President/CEO; Carolyn Court, Office Manager; and Mark Hoffman, Agent, participated in the hearing on behalf of the employer.

#### FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was employed as a full-time customer service representative/in-house agent for Hochstedler Insurance from September 10, 2001 to June 15, 2005. On June 15, 2005, the claimant notified President Kevin Hochstedler that she was giving her two-week resignation notice and had taken a job with Gentry Insurance. Mr. Hochstedler thanked her for her three and one-half years of work and then asked the claimant for a business report book. The claimant gave him a book from 2002 and when she returned from lunch Mr. Hochstedler asked her for the current report. The claimant said, "No problem," but could not find the current report and consequently Mr. Hochstedler escorted her from the building. Prior to leaving, the claimant gave him a written resignation letter stating she was resigning effective at the end of the day. On July 6, 2005, Mr. Hochstedler filed a lawsuit which prevented the claimant from working at Gentry Insurance.

#### REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant voluntarily left her employment to accept employment elsewhere.

Iowa Code section 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.

871 IAC 23.43(5) provides:

- (5) Sole purpose. The claimant shall be eligible for benefits even though the claimant voluntarily quit if the claimant left for the sole purpose of accepting an offer of other or better employment, which the claimant did accept, and from which the claimant is separated, before or after having started the new employment. No charge shall accrue to the account of the former voluntarily quit employer.

The claimant left her position with Hochstedler Insurance to accept a job with Gentry Insurance. While she did not actually perform work for Gentry Insurance because of Mr. Hochstedler's lawsuit, she did leave for the purpose of accepting an offer of other or better employment and was separated from that employment before having started work there. Consequently, the claimant is eligible for benefits and the account of Hochstedler Insurance will not be charged.

#### DECISION:

The July 26, 2005, reference 01, decision is reversed. The claimant voluntarily left her employment in order to accept other employment. Benefits are allowed, provided the claimant is otherwise eligible. The account of Hochstedler Insurance shall not be charged.

je/pjs