

## IN THE IOWA DISTRICT COURT FOR POLK COUNTY

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SAM’S RIVERSIDE AUTOPARTS  
INC.,

Petitioner,

v.

EMPLOYMENT APPEAL BOARD.,  
RIDDEL MBOUMBA

Respondents.

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CASE NO. CVCV067161

**ORDER RE: PETITION FOR  
JUDICIAL REVIEW**

The court held a hearing on September 27, 2024. Brian Lalor and Jeff Lipman appeared as counsel for the petitioner. Christine Louis appeared as counsel for the Employment Appeal Board (EAB). Riddel Mboumba did not appear. Mboumba was granted unemployment benefits in a nonunanimous decision issued by the EAB on March 29, 2024.<sup>1</sup> This decision affirmed a decision of an administrative law judge which granted Mboumba unemployment benefits on February 27, 2024.<sup>2</sup> The court deems the EAB’s resistance to the petition as Mboumba’s resistance.

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<sup>1</sup> Cert. Rec. at 185-87.

<sup>2</sup> Cert. Rec. at 162-68.

The case involves judicial review of a final agency decision in a contested case. The review is governed by Iowa Code section 17A.19. The EAB made the final agency decision that allowed unemployment benefits.

Mboumba filed a claim for unemployment benefits with an effective date of November 26, 2023.<sup>3</sup> On December 28, 2023, the Iowa Workforce Development Benefits Bureau (“Benefits Bureau”) issued a decision that denied benefits.<sup>4</sup> On January 9, 2024, Mboumba filed an appeal with the Iowa Department of Inspections, Appeals & Licensing, Administrative Hearings Division, UI Appeals Bureau (“UIAB”).<sup>5</sup> An administrative law judge (“ALJ”) held an in-person hearing on February 23, 2024, to determine whether Mboumba was discharged for disqualifying misconduct or whether he voluntarily quit his employment without good cause attributable to the employer and whether his appeal was timely.<sup>6</sup>

On February 27, 2024, the ALJ issued a decision, which reversed the Benefit Bureau’s deputy’s decision and allowed benefits.<sup>7</sup> On February 29, 2024, the employer filed an appeal of the ALJ’s decision with the EAB.<sup>8</sup> On March 29, 2024,

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<sup>3</sup> Cert Rec. at 162.

<sup>4</sup> Cert. Rec. at 1.

<sup>5</sup> Cert. Rec. at 3.

<sup>6</sup> Cert. Rec. at 14; 29-141.

<sup>7</sup> Cert. Rec. at 161-170.

<sup>8</sup> Cert. Rec. at 171-172.

the EAB affirmed the ALJ's decision allowing Mboumba unemployment insurance benefits, with one member of the EAB dissenting.<sup>9</sup> On April 26, 2024, the employer filed a petition for judicial review of the EAB's decision.

The issue before the court is whether there is substantial evidence in the record to support the decision of the agency that Mboumba voluntarily quit due to intolerable working conditions. The administrative code provides that:

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:

(4) The claimant left due to intolerable or detrimental working conditions.<sup>10</sup>

The claimant has the burden of proving that the voluntary leaving was for good cause attributable to the employer.<sup>11</sup> A voluntary leaving of employment requires an intention to terminate the employment relationship accompanied by an overt act of carrying out that intention.<sup>12</sup> "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.<sup>13</sup> "Good cause attributable to the employer"

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<sup>9</sup> Cert. Rec. at 185-187.

<sup>10</sup> Iowa Admin. Code r. 871-24.26(4)

<sup>11</sup> Iowa Code § 96.6(2).

<sup>12</sup> *Local Lodge #1426 v. Wilson Trailer*, 289 N.W.2d 608, 612 (Iowa 1980).

<sup>13</sup> *Uniweld Products v. Indus. Relations Comm'n*, 277 So.2d 827 (Fla. Dist. Ct. App. 1973)

does not require fault, negligence, wrongdoing or bad faith by the employer.<sup>14</sup>

Good cause may be attributable to “the employment itself” rather than the employer personally and still satisfy the requirements of the law.<sup>15</sup> Mboumba “must prove that his working conditions were intolerable, detrimental, or unsafe.”<sup>16</sup>

“Substantial evidence” under this standard is what a reasonable mind would accept as adequate to reach a given conclusion, even if the reviewing court would have drawn a contrary inference from the evidence.<sup>17</sup> While an agency’s findings are entitled to liberal construction on appeal, they may be reversed when the agency has abused its discretion. i.e. “made a decision clearly against reason and evidence.”<sup>18</sup> On review, the court “consider[s] all evidence. . .including evidence contrary to the agency’s finding,” and the court “defer[s] to the agency’s factual

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<sup>14</sup> *Dehmel v. Employment Appeal Bd.*, 433 N.W.2d 700, 702 (Iowa 1988)(“[G]ood cause attributable to the employer can exist even though the employer is free from all negligence or wrongdoing in connection therewith”); *Shontz v. Iowa Employment Sec. Commission*, 248 N.W.2d 88, 91 (Iowa 1976)(benefits payable even though employer “free from fault”); *Raffety v. Iowa Employment Security Commission*, 76 N.W.2d 787, 788 (Iowa 1956)(“The good cause attributable to the employer need not be based upon a fault or wrong of such employer.”).

<sup>15</sup> *Raffety*, 76 N.W.2d at 788.

<sup>16</sup> Cert. Rec. at 167.

<sup>17</sup> *Mike Brooks, Inc. v. House*, 843 N.W.2d 885, 889 (Iowa 2014); *Cargill, Inc. v. Conley*, 620 N.W.2d 496, 500 (Iowa 2000); *Titan Tire Corp. v. Employment Appeal Bd.*, 641 N.W.2d 752 (Iowa 2002); *Aluminum Company of America v. Employment Appeal Board*, 449 N.W.2d 391 (Iowa 1989).

<sup>18</sup> *Hagen v. Serta/National Bedding Co.*, 1 N.W.3d 1, 5 (Iowa 2024).

findings if substantial evidence in the record supports them.”<sup>19</sup> “Courts must not ‘simply rubber stamp the agency fact finding without engaging in a fairly intensive review of the record to ensure that the fact finding is itself reasonable.’”<sup>20</sup> “[T]he court is to consider record proof that detracts from any challenged findings as well as evidence that supports it.”<sup>21</sup> The possibility of drawing two inconsistent conclusions from the evidence does not prevent the agency's findings from being supported by substantial evidence.<sup>22</sup> While the courts must “consider all the evidence together, including the body of evidence opposed to the agency’s view, this rule merely means that support for the agency finding can be gathered from any part of the evidence.”<sup>23</sup> The reviewing court is only bound by the agency’s determination of witness credibility and weight to evidence when it is supported by substantial evidence.<sup>24</sup>

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<sup>19</sup> *Dornath v. Employment Appeal Board*, 988 N.W.2d 687, 690 (Iowa 2023); *Abbas v. Iowa Insurance Division*, 893 N.W.2d 879, 891 (Iowa 2017) (“our charge is . . .to determine whether. . .substantial evidence supports the findings actually made.”).

<sup>20</sup> *Wal-Mart Stores, Inc. v. Caselman*, 657 N.W.2d 493, 499 (Iowa 2003) (quoting Arthur E. Bonfield, *Amendments to Iowa Administrative Procedure Act (1998)* at 68 (1998)).

<sup>21</sup> *Wal-Mart*, 657 N.W.2d at 499.

<sup>22</sup> *Mike Brooks, Inc. v. House*, 843 N.W.2d 885, 889 (Iowa 2014); *GITS Manu. v. St. Paul Travelers Inc.*, 855 N.W.2d 195 (Iowa 2014); *Evenson v. Winnebago Indus., Inc.*, 881 N.W.2d 360, 366 (Iowa 2016).

<sup>23</sup> *Hy Vee v. Employment Appeal Board*, 710 N.W.2d 1, 3 (Iowa 2005) (quoting *Burns v. Board of Nursing*, 495 N.W.2d 698, 699 (Iowa 1993)).

<sup>24</sup> *Christiansen v. Iowa Bd. Of Educational Examiners*, 831 N.W.2d 179, 192 (Iowa 2013).

The question before the court is not whether there was substantial evidence to warrant a decision that the agency did not make, but rather whether there is substantial evidence to warrant the decision it did make.<sup>25</sup> “The key question is not whether substantial evidence supports the [Board]'s findings on specific facts but whether, when the record is viewed as a whole, substantial evidence supports the finding.”<sup>26</sup>

“An individual shall be disqualified for benefits .... If the individual has left work voluntarily without good cause attributable to the individual’s employer.”<sup>27</sup> A voluntary quit without good cause is seen where “claimant left because of dissatisfaction with the work environment,” and where “claimant left because of personality conflict with the supervisor.”<sup>28</sup> Claimant has the burden of establishing a voluntary quit with good cause attributable to the employer.<sup>29</sup>

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<sup>25</sup> *City of Des Moines v. Employment Appeal Board*, 722 N.W.2d 183, 195 (Iowa 2006); *Terwilliger v. Snap-On Tools Corp.*, 529 N.W.2d 267, 271 (Iowa 1995); *Broadlawns Med. Ctr. v. Sanders*, 792 N.W.2d 302, 306 (Iowa 2010).

<sup>26</sup> *Hamer v. Iowa Civil Rights Commission*, 472 N.W.2d 259, 263 (Iowa 1991); *accord Brockway v. Employment Appeal Board*, 469 N.W.2d 256 (Iowa App. 1991).

<sup>27</sup> Iowa Code § 96.5(1).

<sup>28</sup> Iowa Admin. Code r. 871-24.25(22).

<sup>29</sup> Iowa Code § 96.6. *See also Dehemel v. Employment Appeal Bd.*, 433 N.W.2d 700, 701 (Iowa 1988) (“The Administrative Code outlines several reasons for voluntary quit which are presumed to be without good cause attributable to the employer.”) *See also Miell Property Management v. Employment Appeal Bd.*, 715 N.W.2d 768 (Table), 2006 WL 623579, at \*2 (Iowa Ct. App. Mar. 15, 2006) (holding the “claimant has the initial burden to show,” good cause).

Here the ALJ determined that Mboumba established he was targeted by his supervisor based upon his race.<sup>30</sup> The ALJ determined that Mboumba complained to the owner of Sam's Riverside "about being targeted based on race and nothing changes."<sup>31</sup> The ALJ determined this was good cause to leave employment.<sup>32</sup>

An intensive review of the entire record does not support the conclusion reached by the ALJ and the EAB. Mboumba began his employment with Sam's Riverside in March 2021 and left in December 2022 to go fishing in Alaska. He returned to Sam's Riverside in February 2023.<sup>33</sup> In June 2023, Dan Lennie was hired and became Mboumba's supervisor.<sup>34</sup> He was given a directive to get the operations productive.<sup>35</sup>

The events leading to Mboumba quitting began on June 29, 2023 when Mboumba received a written disciplinary notice from Lennie for sleeping in his truck.<sup>36</sup> A photograph was taken by Lennie and attached to the written warning.<sup>37</sup> Mboumba testified he was on the phone when the photograph was taken.<sup>38</sup> He further testified that he spoke to Lennie about the incident but he claimed he never

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<sup>30</sup> Cert. Rec. at 167.

<sup>31</sup> Cert. Rec. at 167.

<sup>32</sup> *Id.*

<sup>33</sup> Cert. Rec. at 076.

<sup>34</sup> Cert. Rec. at 077.

<sup>35</sup> Cert. Rec. at 124.

<sup>36</sup> Cert. Rec. at 078,145-46.

<sup>37</sup> Cert. Rec. at 146.

<sup>38</sup> Cert. Rec. at 078.

saw the photograph yet admitted that Lennie caught him somewhere with this photo.<sup>39</sup> Kara Bucklin the office manager<sup>40</sup> and Lennie testified that the photograph depicted Mboumba sleeping.<sup>41</sup> Lennie testified that when he spoke to Mboumba about this incident, Mboumba “giggled and told him he was just stretching out and taking a break.”<sup>42</sup> Lennie identified this as a “First Warning – Verbal.”<sup>43</sup> No disciplinary action was taken against Mboumba for this incident.<sup>44</sup>

The next incident between Mboumba and Lennie occurred on or about August 2, 2023, when Lennie was informed by another employee that Mboumba told him that he had found a laptop in a vehicle in Sam’s Riverside yard. The company policy was to give personal property found in vehicles to the office. When Lennie was told by Andrew Galinsky, the owner, to find out if Mboumba had found a laptop Mboumba refused to respond to Lennie’s inquiry, instead he went to see Galinsky and asserted that he was being picked on.<sup>45</sup>

Mboumba admitted and testified that he told another employee that he had found a laptop but that it was not true, it was a joke.<sup>46</sup> Further, after accusing

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<sup>39</sup> Cert. Rec. 078-79.

<sup>40</sup> Cert. Rec. at 101.

<sup>41</sup> Cert. Rec. at 121.

<sup>42</sup> Cert. Rec. at 121.

<sup>43</sup> Cert. Rec. at 145.

<sup>44</sup> Cert. Rec. at 091.

<sup>45</sup> Cert. Rec. at 147.

<sup>46</sup> Cert. Rec. at 081, 148.



Lennie of targeting him he told Galinsky the story about the laptop was a joke.<sup>47</sup>

The record is clear he never told Lennie it was joke. He did not tell Lennie this when asked about it, instead he refused to discuss it and went to see Galinsky.<sup>48</sup>

Mboumba testified he told Galinsky on three occasions that he felt targeted.<sup>49</sup> He indicated that Galinsky told him he would speak to Lennie.<sup>50</sup> He also testified that about five days after Galinsky told him that he would speak to Lennie, Galinsky asked Mboumba if everything was better.<sup>51</sup> Mboumba testified that he told Galinsky it was, but at trial he testified that was not true because he wanted Galinsky to loan him money.<sup>52</sup>

Galinsky's statement indicated that Mboumba complained he felt he was being targeted on one occasion, August 2, 2023, this was when the issue about the laptop arose.<sup>53</sup> Galinsky's statement indicates that after discussing the laptop with Mboumba and Lennie he asked Lennie to leave the room.<sup>54</sup> Galinsky then spoke to Mboumba about the targeting accusation. He stated that he asked Mboumba to give him an example and Mboumba could not.<sup>55</sup> Galinsky also indicated he spoke to

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<sup>47</sup> Cert. Rec. at 148.

<sup>48</sup> Cert. Rec. at 082-84.

<sup>49</sup> Cert. Rec. at 068-69.

<sup>50</sup> Cert. Rec. at 068-70.

<sup>51</sup> Cert. Rec. at 148.

<sup>52</sup> Cert. Rec. 068-70

<sup>53</sup> Cert. Rec. at 148.

<sup>54</sup> Cert. Rec. at 148.

<sup>55</sup> Cert. Rec. at 148.

other employees to determine if they believed Mboumba was being treated differently and he was informed Mboumba was not.<sup>56</sup> He finally stated that Mboumba stopped in his office a few days later and told him he and Lennie were “working together fine.”<sup>57</sup> Galinsky also indicated that Lennie told him they working together without any issues.<sup>58</sup>

Lennie testified that the August incident was the only time he was made aware that Mboumba felt he was being picked on by him.<sup>59</sup> The record also indicated that at least one other employee stated that Lennie treated everyone respectfully and the same. He felt Lennie listened and in a timely manner problem-solved any issues. This employee stated Lennie “strives to make everything run smooth.”<sup>60</sup>

The next incident involving Lennie and Mboumba occurred on September 9, 2023, when Lennie verbally warned Mboumba about driving his forklift too fast in the yard. Lennie indicated that Mboumba’s reaction was “very defiant.”<sup>61</sup> Finally, there were no disciplinary actions taken against Mboumba by Sam’s Riverside regarding any of these incidents.<sup>62</sup>

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<sup>56</sup> Cert. Rec. at 148.

<sup>57</sup> Cert. Rec. at 148, 069-70.

<sup>58</sup> Cert. Rec. at 148.

<sup>59</sup> Cert. Rec. at 118-19.

<sup>60</sup> Cert. Rec. at 149.

<sup>61</sup> Cert. Rec. at 150.

<sup>62</sup> Cert. Rec. at 091.

The final incident occurred on November 7, 2023, when Lennie approached Mboumba about parking his forklift on a walkway which was dangerous to the other employees. Mboumba moved the forklift but according to Lennie he was defiant.<sup>63</sup> After moving the forklift he refused to speak to Lennie and left work about an hour early. When Mboumba refused to speak to Lennie, he removed the keys from the forklift.

When Mboumba reported for work on November 8, 2023, he discovered the keys to the forklift missing and went to see Galinsky. Galinsky, according to Mboumba indicated that Lennie wanted to speak to him.<sup>64</sup> Mboumba indicated he did not want to speak to Lennie and informed Galinsky he was quitting.<sup>65</sup> Lennie never had the opportunity to speak to Mboumba, but he did hear Mboumba inform Galinsky he was quitting.<sup>66</sup>

The record when viewed in its entirety is not sufficient that a neutral, detached, and reasonable person would conclude that Lennie was targeting Mboumba. On this issue a review of Mboumba's testimony finds in many instances he provided rambling, noncoherent explanations when questioned by the ALJ regarding the events that supported his claim for targeting.

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<sup>63</sup> Cert. Rec. at 151.

<sup>64</sup> Cert. Rec. at 152.

<sup>65</sup> Cert. Rec. at 152, 056-57.

<sup>66</sup> Cert. Rec. at 114.

Furthermore, and more importantly, the incidents Mboumba identified as targeting involved three instances where he lied to his employer. The ALJ did not make a credibility finding regarding the witnesses who testified about these events. However, the record demonstrates that Mboumba lied to his employer during the events that he claimed supported his claim for targeting. His credibility is extremely suspect based upon his lies to his employer.

The record established that in June 2023, the sleeping incident, while the photograph taken by Lennie shows him sleeping, he does not deny that is what the photograph depicts, instead he testified he was on the phone when Lennie took his photograph, or the photograph was taken somewhere else. His latter statement indicates he admitted to being photographed somewhere while sleeping in a company truck.

The second incident involving the laptop in August 2023, Mboumba admitted he told a co-worker he found a laptop but when he spoke to Galinsky after refusing to speak to Lennie, he admitted he lied to his co-worker about having a laptop. His explanation was that it was a joke.

Third, when Galinsky stated he would speak to Lennie after the laptop issue, Mboumba told Galinsky a few days later that he and Lennie were getting along fine. Yet at trial he testified he lied to Galinsky because he wanted Galinsky to loan him money. Thus, on three separate occasions, Mboumba lied to his employer

about the events that he asserts support his claim that he was being targeted. The record, by Mboumba's admissions, demonstrate his statements to his employer were not truthful.

Lastly, in reference to the November 2023 incident when Galinsky indicated the keys to the forklift were removed because Lennie wanted to speak to him since he refused to do so the previous day, he told Galinsky he was quitting. He admitted he never went back to work, but he testified if they had called him, he would have returned to work.

These facts, when reviewed as a whole, do not support the conclusion that Lennie targeted Mboumba or created intolerable or detrimental working conditions. No reasonable, detached, neutral reviewer of this record would reach the conclusion that Mboumba's working conditions were intolerable or detrimental based upon these facts and circumstances. The EAB's and ALJ's decisions were illogical, unreasonable and wholly unjustifiable. The decisions are not supported by substantial evidence.

**IT IS THEREFORE ORDERED** that the petitioner's petition is granted. The court remands this case to the Employment Appeal Board to enter an order consistent with this decision.

**IT IS FURTHER ORDERED** that the court costs are taxed against the Employment Appeal Board.



State of Iowa Courts

**Case Number**  
CVCV067161

**Case Title**  
SAMS RIVERSIDE AUTO PARTS VS EMPLOYMENT  
APPEAL ET AL  
**Type:** ORDER FOR JUDGMENT

So Ordered

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Lawrence P. McLellan, District Court Judge,  
Fifth Judicial District of Iowa

Electronically signed on 2024-12-09 10:24:36