

*This opinion is nonprecedential except as provided by
Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A24-0029**

Ruth Jamison,
Relator,

vs.

Youable Emotional Health,
Respondent,

Department of Employment and Economic Development,
Respondent.

**Filed September 3, 2024
Affirmed
Smith, Tracy M., Judge**

Department of Employment and Economic Development
File No. 49801490-3

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Youable Emotional Health, Richfield, Minnesota (respondent employer)

Considered and decided by Larkin, Presiding Judge; Smith, Tracy M., Judge; and
Harris, Judge.

NONPRECEDENTIAL OPINION

SMITH, TRACY M., Judge

Relator Ruth Jamison challenges a decision by an unemployment-law judge (ULJ)
that determined that she quit her employment without a good reason caused by respondent-

employer Youable Emotional Health (Youable), rendering her ineligible for unemployment benefits. Jamison argues that substantial evidence does not support (1) the ULJ's credibility determinations or (2) the ULJ's determination that Jamison quit for reasons other than a good reason caused by Youable. We affirm.

FACTS

The ULJ found the following facts.¹ On October 23, 2022, Jamison began working for Youable as a mental-health therapist. Jamison is clinically blind and, at the time of hiring, requested accommodations to perform her duties. Jamison had been trained on a particular type of screen reader at her previous employment and requested that Youable provide her the same type of device. Youable purchased a 45-day trial subscription of that screen reader to see if it was an adequate accommodation for Jamison, and, once she determined that it was, Youable bought a 90-day subscription. Due to some miscommunication, Jamison thought that Youable bought an annual subscription.

Jamison was initially assigned to work in a middle school. When the 90-day screen-reader subscription expired, Youable purchased another 90-day subscription. It purchased the 90-day subscription, rather than an annual subscription, because a 90-day subscription corresponded with the end of the school year and Jamison's employment potentially might have ended then. For a period of 24 to 48 hours between expiration of the previous subscription and the start of the new subscription, the screen-reader program would be limited to 30 minutes or not be operable. When that happened, Jamison was unable to

¹ These facts are drawn from the slightly modified factual findings that the ULJ made in the order following Jamison's request for reconsideration.

perform duties requiring a computer and she was delayed in completing documentation. Jamison testified that everyone at Youable, including her supervisor and the information-technology staff, worked with her to get her screen reader to function well. Jamison received no warnings or discipline for performance while at Youable.

After the middle school canceled its contract with Youable, Youable placed Jamison at a day treatment center. In late June 2023, Jamison was oriented at the new placement. The second 90-day subscription expired in late June or early July. Around July 5, Jamison informed her supervisor that the screen reader was not working; to complete her documentation that day, Jamison dictated her work to her supervisor. Youable informed Jamison that it intended to purchase the annual subscription, but Jamison said that she was not sure she was interested in continuing her employment. Youable asked Jamison to let it know if she wished to continue working for it before it bought an annual subscription. On July 7, Jamison quit her employment.

Jamison applied for unemployment benefits but was deemed to be ineligible because she quit and did not meet an exception to ineligibility based on a quit. *See* Minn. Stat. § 268.095, subd. 1 (2022). Jamison appealed this determination, and a telephonic hearing was held before a ULJ. Jamison was not represented by counsel. Jamison and Youable's chief executive officer (CEO) testified at the hearing. The ULJ found that Jamison had quit "because she did not feel appreciated because [Youable] purchased 90-day subscriptions to the screen reader and it was frustrating when the screen reader did not work properly during the 24-48 hours in between subscriptions." The ULJ also determined that Jamison did not have a good reason to quit caused by her employer because "dissatisfaction or

frustration with one's working conditions is not a good reason caused by the employer for quitting." The ULJ found that Youable provided a reasonable accommodation to Jamison and that the work conditions during the two periods of time between subscriptions would not "compel an average, reasonable worker to quit and be unemployed." The ULJ concluded that Jamison was ineligible for unemployment benefits.

Jamison requested reconsideration, challenging the factual findings in the decision. With some modifications to factual findings, the ULJ affirmed the decision.

Jamison brings this certiorari appeal.

DECISION

Jamison challenges the ULJ's decision that Jamison is ineligible for unemployment benefits because she quit her employment without a good reason caused by her employer. Appellate courts will affirm the decision by a ULJ unless "the substantial rights of the petitioner may have been prejudiced because the findings, inferences, conclusion, or decision" are affected by an error of law or unlawful procedure, are unsupported by substantial evidence, or are arbitrary or capricious. Minn. Stat. § 268.105, subd. 7(d) (2022). Appellate courts "review de novo a ULJ's determination that an applicant is ineligible for unemployment benefits." *Fay v. Dep't of Emp. & Econ. Dev.*, 860 N.W.2d 385, 387 (Minn. App. 2015) (quotation omitted). Appellate courts "review findings of fact in the light most favorable to the ULJ's decision and will rely on findings that are substantially supported by the record." *Id.* (quotation omitted).

An applicant who quits employment is ineligible for benefits unless an exception applies. Minn. Stat. § 268.095, subd. 1. The exception at issue in this case is when an

employee quits “because of a good reason caused by the employer.” *Id.*, subd. 1(1). A good reason caused by an employer is “a reason: (1) that is directly related to the employment and for which the employer is responsible; (2) that is adverse to the worker; and (3) that would compel an average, reasonable worker to quit and become unemployed rather than remaining in the employment.” *Id.*, subd. 3(a) (2022). Analysis of these elements must be “applied to the specific facts of each case.” *Id.*, subd. 3(b) (2022). An applicant who was subjected to adverse working conditions by the employer must complain to the employer and give the employer a reasonable opportunity to correct the adverse working conditions before those conditions may be considered a good reason for quitting caused by the employer. *Id.*, subd. 3(c) (2022).

Jamison argues that the ULJ’s findings are not substantially supported by the evidence. She challenges the ULJ’s credibility determinations regarding Jamison’s testimony and the testimony of Youable’s CEO. Jamison also challenges the ULJ’s finding that she quit her employment because she did not feel appreciated and was frustrated by the screen reader not working, rather than due to a “good reason” caused by Youable. We address each issue in turn.

A. Credibility Determinations

Jamison challenges the ULJ’s credibility determinations. In resolving conflicting testimonies from Jamison and the CEO about issues with the screen reader, the ULJ found the CEO’s testimony to be more credible because it was “straightforward and plausible” while Jamison’s testimony was “exaggerated at times,” for example, by claiming that “there were multiple 30-day demos and the program cut out every 30 minutes throughout

her employment.” “Credibility determinations are the exclusive province of the ULJ and will not be disturbed on appeal.” *Skarhus v. Davanni’s Inc.*, 721 N.W.2d 340, 345 (Minn. App. 2006).

Jamison argues that any conflict in testimony about the issues with the screen reader resulted from the ULJ’s failure to fulfill their duty to “reasonably assist pro se parties with the presentation of the evidence and the proper development of the record.” *White v. Univ. of Minn. Physicians Corp.*, 875 N.W.2d 351, 355-56 (Minn. App. 2016) (quotation omitted). Jamison contends that the ULJ’s failure is apparent because of her confusion regarding the details of the case like the type of subscription, the cost of the subscription, the extent of the interruptions, and how the subscription type and length were communicated to Jamison. We are not persuaded.

In *White*, the ULJ failed to develop the relevant fact of whether White’s mental illness was responsible for the conduct that led to her termination. *Id.* at 357. We wrote:

Despite all of the references to White’s emotional affect and what appears to be a shared knowledge of her depression, when the unemployment-law judge asked the supervisor if she was aware of any reason that White would have exhibited that kind of behavior, the supervisor responded that she was not because White often said that she was tired or declined to offer any reason at all. *The unemployment-law judge did not ask additional questions of any other witness regarding White’s depression.*

Id. (emphasis added). Here, the ULJ asked both Jamison and the CEO questions regarding each of the areas of confusion and ensured that the pertinent information was gathered from each party. It is not the ULJ’s duty to clarify Jamison’s testimony for her but to obtain information from her to ensure that the relevant facts are developed properly. The

conflicting testimonies given by the CEO and Jamison are not the product of procedural error. The duty to reasonably assist Jamison was fulfilled by the ULJ, and we defer to the credibility determinations of the ULJ.

B. The record supports the finding that Jamison quit because she felt unappreciated and frustrated with work conditions and not for a good reason caused by her employer.

Jamison argues that, contrary to the ULJ's findings, she did not quit because she felt unappreciated and frustrated but because Youable did not adequately accommodate her disability, which caused her inability to complete her work. The reason why an individual quit employment is a fact question for the ULJ to determine. *See Beyer v. Heavy Duty Air, Inc.*, 393 N.W.2d 380, 382 (Minn. App. 1986) (reviewing as a question of fact the determination of the reason why an employee quit).

1. Frustration with Work Conditions

Jamison argues that the ULJ's factual finding that she quit because she felt unappreciated and was frustrated is unsupported by the evidence because she "repeatedly stated she quit her job at Youable because her employer did not adequately accommodate her disability and she could not complete her work." But the record substantially supports the ULJ's determination. Jamison's frustration with the screen reader is evident in the record. When speaking about the periods of 24 to 48 hours in which she experienced the interruptions, Jamison stated, "I couldn't do work, and it just was really becoming tiresome." The ULJ found that it was these periods of interruption, and the way these periods affected Jamison's work and feelings towards Youable, that ultimately led to her quitting.

2. Not a “Good Reason” Caused by Employer

Jamison argues, though, that the underlying reason for her frustration was Youable’s failure to provide her a reasonable accommodation, which was a “good reason” caused by Youable. She contends that the ULJ erred by determining that Youable provided a reasonable accommodation because the determination is not based on substantial evidence or the specific facts of the case. She also argues that the ULJ erred by failing to take into account the specific fact of Jamison’s disability when conducting the average reasonable-worker analysis.

The ULJ found as follows:

Here, Jamison informed [Youable] of a disability and requested a reasonable accommodation. A preponderance of the evidence shows [Youable] provided a reasonable accommodation to Jamison. [Youable] provided a screen reader to Jamison. Brief periods of 24 to 48 hours where the program did not work before the new subscription was purchased were minor inconveniences. [Youable] assured Jamison that it would continue to provide a screen reader and worked with her to resolve any problems with the program. [Youable] did not give Jamison any warnings or discipline for any delays or issues caused by any problems with the screen reader. The conditions described by Jamison do not rise to the level of creating an adverse working environment of such magnitude that it would compel an average, reasonable worker to quit and be unemployed.

And, in the memorandum affirming the decision on Jamison’s request for reconsideration, the ULJ wrote:

While improvements could have been made in communicating how long the license was for and how to give notice of the expiration date to minimize the interruption between licenses, approximately four days over a six-month period where the program did not work is not a significant interference. Interruptions at work due to computer, facility, or equipment

failures regularly occur. While the periods between licenses may have been frustrating for Jamison because she could not use her computer, she did not receive any discipline for not getting work done, did not experience a loss of pay, and received assistance from her supervisors. A disruption in work of four days over six months does not rise to the level of creating an adverse working environment of such magnitude that it would compel an average, reasonable worker to quit and be unemployed.

a. Reasonable Accommodation

Jamison argues that the determination that Youable provided a reasonable accommodation is erroneous because the interruptions in the functionality of the screen reader were a result of Youable's buying two 90-day subscriptions rather than immediately buying an annual subscription. Jamison also argues that the determination lacks support because Youable failed to reengage in an interactive process with Jamison after functionality problems occurred between the two 90-day subscriptions. We are not persuaded.

Jamison testified that she requested a screen reader at the time of her hire and specifically asked for a type that she had used with a previous employer. The CEO testified that, after confirming that the type requested by Jamison was "the best practice or the commonly used screen reader application," Youable bought a 45-day trial subscription and, when that worked out, bought two successive 90-day subscriptions. The evidence shows that, for two short periods of time after each 90-day subscription expired and before it became active again, functionality of the screen reader would be interrupted. During those times, Jamison testified, "everyone was working with [her]" to try to "figure it out." She

also testified that, on the second occasion, her supervisor helped her finish her work by having Jamison dictate it to her.

Although Jamison thought that Youable had purchased an annual subscription rather than 90-day subscriptions and was, as respondent Department of Employment and Economic Development (DEED) recognizes, understandably frustrated with functionality problems, there is no evidence that she was intentionally misled. The CEO testified that Youable initially bought the two 90-day subscriptions because they coincided with the end of the school year and Youable had a high turnover rate of employees and was uncertain Jamison would remain employed after the school year. The evidence shows that, when the second subscription expired and Jamison remained employed and was given a new placement, Youable offered to purchase the annual screen-reader package, but Jamison nevertheless decided to quit. The ULJ considered the specific facts of this case, and the record substantially supports the ULJ's determination that Youable provided a reasonable accommodation.

Jamison argues, though, that the ULJ failed to consider that Youable did not sufficiently engage in the "interactive process" required under the Americans with Disabilities Act when addressing reasonable accommodations. *See* 42 U.S.C. § 12112(b)(5)(A) (2018) (imposing "reasonable accommodations" requirement); 29 C.F.R. § 1630.2(o)(3) (2023) (defining "interactive process" requirement). She contends that Youable failed to engage in the interactive process because it misinformed her about the length of the subscription and continued with a 90-day subscription even after discovering the problems in functionality between subscriptions.

Jamison did not raise the issue of the interactive process before the ULJ, and the ULJ made no specific determination about it. But the factual findings, which are supported by substantial evidence, defeat the argument. Youable provided Jamison with the specific screen reader she requested, renewed the subscription after the initial 45-day trial proved successful, did not intentionally mislead Jamison about the length of the two 90-day subscriptions, and offered to purchase an annual subscription at the end of the second 90-day subscription. On this record, Jamison’s argument that Youable failed to engage in the interactive process is unconvincing.

b. Average-Employee Analysis

Jamison argues that the ULJ erred by not incorporating the specific fact of her disability in analyzing whether an average reasonable worker would be compelled to quit. “The correct standard for determining whether relator’s concerns were reasonable is the standard of reasonableness as applied to the average man or woman, and not to the supersensitive. Thus, like the standard of the ‘reasonable person’ in negligence and anti-discrimination laws, the standard here is an objective one.” *Werner v. Med. Pros. LLC*, 782 N.W.2d 840, 843 (Minn. App. 2010) (quotation and citation omitted), *rev. denied* (Minn. Aug. 10, 2010).

Jamison argues that, under this standard, the ULJ must consider the average reasonable worker with the relator’s disability, and DEED does not disagree. But, Jamison argues, the ULJ did not do that. We disagree. While the ULJ did not specifically reference Jamison’s disability when finding that “[t]he conditions described by Jamison do not rise to the level of creating an adverse working environment of such magnitude that it would

compel an average, reasonable worker to quit and be unemployed,” it is evident from the ULJ’s decision that the ULJ took into account the full conditions—including that Jamison was blind, a screen reader was provided as an accommodation, and there were two periods of functionality interruption of the screen reader. The ULJ thus implicitly considered Jamison’s disability in applying the reasonable-worker standard.²

In sum, the ULJ’s factual findings are supported by substantial evidence and the ULJ did not err by determining that Jamison did not quit due to a good reason caused by her employer.

Affirmed.

² In nonprecedential decisions, this court has conducted the “average reasonable worker” analysis in cases involving disability without needing to explicitly mention the relator’s disability. *See Bjerke v. U.S. Postal Serv.*, No. A18-0211, 2018 WL 4398321, at *3 (Minn. App. Sept. 17, 2018) (analyzing whether Bjerke acted as an average reasonable worker without explicitly considering his disability); *Rankila v. Fairview Health Servs.*, No. A18-1405, 2019 WL 2416012, at *5 (Minn. App. June 10, 2019) (analyzing whether Rankila acted as an average reasonable worker without explicitly considering his learning disability); *see also* Minn. R. Civ. App. P. 136.01, subd. 1(c) (“[N]onprecedential opinions may be cited as persuasive authority.”).