STATE OF MINNESOTA
IN COURT OF APPEALS
A24-0761

Jeffrey Zoss,
Relator,

vs.

Collibra, Inc.,
Respondent,

Department of Employment and Economic Development,
Respondent.

Filed March 24, 2025
Affirmed
Larson, Judge

Department of Employment and Economic Development
File No. 49080766-7

Alethea M. Huyser, Fredrikson & Byron, P.A., Minneapolis, Minnesota (for relator)

Collibra, Inc., New York, New York (respondent employer)

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Considered and decided by Cochran, Presiding Judge; Larson, Judge; and Cleary, Judge.*

* Retired judge of the Minnesota Court of Appeals, serving by appointment pursuant to Minn. Const. art. VI, § 10.

NONPRECEDENTIAL OPINION

LARSON, Judge

Relator Jeffrey Zoss appeals from an unemployment-law judge's (ULJ) determination that he is ineligible for unemployment benefits because he quit his employment without a good reason caused by the employer. Because the ULJ did not make any errors of law and the record supports the ULJ's decision, we affirm.

FACTS

Zoss worked as a senior account executive for respondent-employer Collibra, Inc. from November 15, 2021, through September 9, 2022. Zoss received severance pay until October 9, 2022. He applied for unemployment benefits on November 1, 2022. On November 17, 2022, respondent Minnesota Department of Employment and Economic Development (DEED) issued a determination of ineligibility for unemployment benefits on the basis that Zoss quit his employment. Zoss appealed the quit determination.

A ULJ held an evidentiary hearing on December 8, 2022. Zoss appeared self-represented and testified at the hearing. Two Collibra employees, a "people operations analyst" (the analyst) and a "people partner" (the partner), also testified.

Zoss testified regarding the circumstances that led to the end of his employment at Collibra. Zoss explained that he received criticism from his supervisor related to his work quality and preparation. As a result, on August 2, 2022, Collibra gave Zoss the option to accept either a performance improvement plan (PIP) or transition plan. If he selected the PIP, Collibra would outline performance metrics and give Zoss until the end of the quarter (late September 2022) to meet the metrics. If Zoss failed to meet the metrics, he would be

discharged without severance pay. Alternatively, if Zoss selected the transition plan, Zoss would agree to end his employment by signing a separation agreement and, in exchange, would receive one month of severance pay. Zoss initially agreed to the PIP. But, at some point after beginning the PIP, Zoss had a discussion with the partner and chose the transition plan. Zoss signed a separation agreement on September 9, 2022, and his employment with Collibra ended that day.

The ULJ asked whether it was Zoss's or Collibra's decision to end Zoss's employment. Zoss responded that he "had no choice but to either work to the [end of the quarter] and potentially get fired . . . or to take the separation agreement." Zoss then explained that he could have continued to work through the end of the quarter. When the ULJ asked if Zoss anticipated that he would be discharged at the end of the quarter, Zoss testified that his discharge "was not guaranteed, but looking likely," because he would not have been able to achieve the performance metrics outlined in the PIP. Zoss also explained that he "was not aware that [he] was being terminated on the 9th" and "was not told the 9th was [his] last day without [him] making that decision."

The Collibra employees also testified regarding the circumstances surrounding the end of Zoss's employment. The partner explained that Collibra "made the decision to terminate [Zoss's employment]. It was not a resignation." But the partner acknowledged that Collibra did not tell Zoss that he could not work through the end of the quarter. The partner described having a conversation with Zoss because "it [was] not appearing that [he would] be able to achieve the [PIP]." During this conversation, Zoss agreed to accept the transition plan and signed the separation agreement, ending his employment on September

9, 2022. The analyst also testified that Zoss's employment was terminated. The analyst stated that Zoss did not have an alternative option to signing the separation agreement on September 9, 2022. The analyst also indicated that Collibra's computer system classified Zoss's discharge as involuntary. But the analyst admitted that he was not part of the conversation that led to Zoss signing the separation agreement.

Zoss also testified about verbal abuse he experienced at Collibra by his supervisor. When asked for a specific example, Zoss described a meeting with the supervisor and another coworker wherein the supervisor "barraged [them] so bad" that "[the coworker] was in tears" and Zoss asked the supervisor to stop. The ULJ asked if Zoss could recall specifically what the supervisor said during the meeting. Zoss said that the supervisor "[went] at [him] for . . . [his] college degree," and described the supervisor asking him how he could be a journalism major and write "completely unacceptable" emails. The ULJ then inquired about whether the supervisor's feedback was focused on Zoss's work performance, to which Zoss responded affirmatively. When asked if he remembered any other specific examples of verbal abuse, Zoss testified about weekly meetings with the supervisor. During these meetings, the supervisor would ask Zoss for information about client accounts and, when Zoss did not know the answers, "it would just be a barrage." Zoss described this as happening "not every call," but frequently.

Zoss testified that he spoke to human resources about the supervisor in early August after being placed on the PIP. Zoss told human resources that the supervisor was creating a "bad work environment." Zoss also spoke to the partner and another manager about the supervisor's behavior.

The partner also testified regarding the reported verbal abuse. The partner testified that Zoss did make such a report and, in response, the partner raised Zoss's concerns with the supervisor's manager and provided coaching to all managers on handling difficult conversations. The partner referenced the notes he made based on Zoss's report, which described Zoss's complaints as micromanagement, inappropriate performance metrics, and uncomfortable situations. The partner answered affirmatively when Zoss asked if the partner recalled a conversation about the supervisor causing the coworker to cry.

On December 12, 2022, the ULJ issued a decision determining that Zoss was ineligible for unemployment benefits because he quit his employment. The ULJ reasoned that Zoss's testimony supported that his "employment ended when [he] decided to accept the transition plan," but that continued work was available to Zoss at least through the end of the quarter. Further, the ULJ explained that Zoss quit, in part, because he learned that "he would likely be discharged in the future." As for the supervisor's treatment, the ULJ found that the evidence did not show Zoss's working conditions were so adverse that an average, reasonable worker would be compelled to quit.

Zoss requested reconsideration. The ULJ issued a modified decision, but again concluded that Zoss was ineligible for unemployment benefits. The ULJ found that it was not credible that the supervisor yelled at Zoss on multiple occasions, reasoning that Zoss's testimony lacked specificity and the partner's testimony did not indicate that Zoss had complained about yelling. In light of the insufficient evidence that the supervisor yelled at Zoss on more than one occasion, the ULJ affirmed that Zoss's working conditions were not so adverse that they would cause an average, reasonable worker to quit.

Zoss appealed the ULJ's decision to this court, arguing, in part, that the ULJ made insufficient findings to support the decision given the direct testimony from the Collibra employees that Collibra terminated Zoss's employment. We agreed with Zoss and remanded to the ULJ for additional findings.

The ULJ then issued a third order concluding that Zoss was ineligible for unemployment benefits. The ULJ reasoned that, although the Collibra employees testified that Zoss's discharge was classified as an "involuntary termination," the Collibra employees could not identify any words or actions Collibra made prior to Zoss accepting a transition plan that indicated work was not available to Zoss through the end of the quarter. The ULJ noted Zoss's testimony "that he was not aware he was being terminated on September 9, [2022]." The ULJ therefore concluded that "regardless of the employer's classification of the separation, it [was] not credible that the employment ended because of words or actions by the employer."

Zoss again requested reconsideration. In his request, Zoss argued that the Collibra employees unambiguously and credibly testified that Zoss's employment was terminated. Zoss submitted supporting documentation, including his own written comments. In those comments, Zoss contended that the separation agreement presented to him on September 9, 2022, indicated that Collibra was not willing to continue his employment and that he believed he had no choice but to accept the transition plan. On April 9, 2024, the ULJ issued a fourth order, again concluding that Zoss was ineligible for unemployment benefits and that "Zoss ha[d] not provided any information or arguments that require[d] changing

the [earlier] decision or ordering another hearing." The ULJ largely restated the prior decision but issued a modified decision to remove duplicative paragraphs.

Zoss appeals.

DECISION

Zoss challenges the ULJ's decision that he is ineligible for unemployment benefits. As relevant here, when reviewing a ULJ's eligibility determination, we

> may affirm the decision . . . or remand the case for further proceedings; or [we] may reverse or modify the decision if the substantial rights of the petitioner may have been prejudiced because the findings, inferences, conclusion, or decision are:
>
> . . . .
>
> (4) affected by other error of law; [or]
>
> (5) unsupported by substantial evidence in view of the hearing record as submitted[.]

Minn. Stat. § 268.105, subd. 7(d)(4)-(5) (2024). We review legal questions de novo. *Thao v. Command Ctr., Inc.*, 824 N.W.2d 1, 4 (Minn. App. 2012). We review whether a decision is supported by substantial evidence by evaluating whether there is "such relevant evidence as a reasonable mind might accept as adequate to support a conclusion." *Gonzalez Diaz v. Three Rivers Cmty. Action, Inc.*, 917 N.W.2d 813, 816 n.4 (Minn. App. 2018) (emphasis omitted) (quotation omitted).

A person who quits employment is generally ineligible for unemployment benefits. Minn. Stat. § 268.095, subd. 1 (2024). But an employee who quits may nevertheless be eligible for benefits if they quit "because of a good reason caused by the employer." *Id.*, subd. 1(1). Here, Zoss challenges the ULJ's determinations that (1) he quit and (2) if he

did quit, he did not have a good reason caused by Collibra. We review each determination in turn below.

I.

Zoss challenges the ULJ's determination that he quit his employment. Whether an employee quit or was discharged is a question of fact. *Stassen v. Lone Mountain Truck Leasing, LLC*, 814 N.W.2d 25, 31 (Minn. App. 2012). "A quit from employment occurs when the decision to end the employment was, at the time the employment ended, the employee's." Minn. Stat. § 268.095, subd. 2(a) (2024). "A discharge from employment occurs when any words or actions by an employer would lead a reasonable employee to believe that the employer will no longer allow the employee to work for the employer in any capacity." *Id.*, subd. 5(a) (2024).

Zoss first argues the ULJ committed an error of law by not evaluating whether the decision to end his employment "was within [his] control in the first place." But Zoss's argument is belied by the record. The ULJ applied the correct statute and specifically analyzed whether "any words or actions by" Collibra led Zoss "to believe that [Collibra would] no longer allow [Zoss] to work for [Collibra] in any capacity." *See id.* The ULJ determined that nothing in the record showed that Collibra's "words or actions" indicated to Zoss that "work was not available through the end of" the quarter. Thus, contrary to Zoss's argument, the ULJ evaluated the correct legal standard when determining who ended the employment relationship.

Zoss also argues the ULJ erroneously applied Minn. Stat. § 268.095, subd. 2(c) (2024). The statute provides that, "An employee who has been notified that the employee

will be discharged in the future, who chooses to end the employment while employment in any capacity is still available, has quit the employment." *Id.*, subd. 2(c). Zoss contends the plain language of the statute "presumes that an employer has agreed to permit an employee to continue in some capacity until a future discharge date." And, according to Zoss, the record does not show Collibra would allow Zoss to work until the end of the quarter. We disagree. The record supports the ULJ's determination that Collibra agreed to permit Zoss to continue working through the end of the quarter, had Zoss chosen to do so. The partner testified that Collibra did not tell Zoss that his employment was terminated on September 9, 2022, and admitted that Zoss had the option to continue working until the end of the quarter. Zoss likewise admitted that Collibra gave him the option to continue working until the end of the quarter.

Zoss further argues that he was not specifically told that he would be discharged at the end of the quarter and, as such, Minn. Stat. § 268.095, subd. 2(c), is inapplicable. But the record refutes this as well. Zoss and the partner both described the PIP as imposing performance metrics for Zoss to meet by the end of the quarter and that, if Zoss failed to meet those performance metrics, Collibra would discharge Zoss. And Zoss himself testified that it was unlikely he would achieve the performance metrics.

Zoss finally argues the ULJ's decision that he quit was not supported by substantial evidence. For this, Zoss relies on the testimony from the Collibra employees that Collibra involuntarily terminated his employment. But on remand, the ULJ made explicit credibility determinations regarding this testimony:

> The employer testified that the separation on September 9 was classified as an "involuntary termination," but the employer could not identify any words or actions by the employer, prior to Zoss accepting a transition plan, that would indicate work was not available through the end of [the quarter]. Zoss testified that he was not aware he was being terminated on September 9, which supports there were likely no words or actions by the employer that would indicate work was not available through the end of [the quarter]. Therefore, regardless of the employer's classification of the separation, it is not credible that the employment ended because of words or actions by the employer, and it is more likely than not that the employment ended when Zoss decided to accept a transition plan in lieu of continuing on the PIP through the end of [the quarter].

"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).

Further, substantial evidence in the record supports the ULJ's findings. While both Collibra employees described Zoss's discharge as involuntary, the partner also testified that Zoss had the option to work until the end of the quarter. And, while the analyst testified unequivocally that Zoss's discharge was involuntary, the analyst admittedly was not part of the conversation wherein Zoss agreed to accept the transition plan. Therefore, substantial evidence in the record supports the ULJ's determination that Zoss quit his employment.

For these reasons, we conclude the ULJ made no legal errors in determining that Zoss quit his employment and that the ULJ's factual findings are supported by substantial evidence in the record.

II.

Zoss argues in the alternative that, if he did quit, he did so for a good reason caused by Collibra. This is a question of law that we review de novo. *Haugen v. Superior Dev., Inc.*, 819 N.W.2d 715, 723 (Minn. App. 2012).[1] A good reason is one "(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." Minn. Stat. § 268.095, subd. 3(a) (2024).

Zoss makes two arguments to support his contention that he had a good reason to quit. First, he contends the record shows he suffered harassment sufficient to constitute a good reason to quit. Second, he asserts the guidance he received from his employer constituted a good reason to quit. We address each argument in turn below.

A. Harassment

Zoss first contends that his supervisor's verbal harassment constituted a good reason to quit. "[H]arassment may constitute good reason if the employer has notice and fails to take timely and appropriate measures to prevent harassment by a co-worker." *Nichols v. Reliant Eng'g & Mfg., Inc.*, 720 N.W.2d 590, 595 (Minn. App. 2006). But conflicts with coworkers do not, without more, constitute a good reason to quit. *Trego v. Hennepin Cty.*

[1] Zoss argues the ULJ's factual findings regarding whether Zoss had a good reason to quit are contradicted by the record. But because we review this issue de novo, we consider the entire record while still "review[ing] the ULJ's factual findings in the light most favorable to [their] decision and giv[ing] deference to [their] credibility determinations." *Haugen*, 819 N.W.2d at 722-23.

Fam. Day Care Ass'n, 409 N.W.2d 23, 26 (Minn. App. 1987) (reasoning that personality conflict did not constitute good reason to quit); *Portz v. Pipestone Skelgas*, 397 N.W.2d 12, 14 (Minn. App. 1986) (reasoning that "irreconcilable differences" with coworkers did not constitute good reason to quit). "Unsatisfactory working conditions and a poor relationship with a supervisor" also do not satisfy the good-reason exception. *Portz*, 397 N.W.2d at 14. We evaluate whether harassment would compel a reasonable worker to quit based on "the average man or woman, and not . . . the supersensitive." *Nichols*, 720 N.W.2d at 597.

Zoss contends that his testimony established that he "suffered verbal abuse in the workplace that no reasonable employee would tolerate." He points specifically to his testimony that his supervisor yelled at him, demeaned him and his job performance at weekly meetings, and, as a result, his personal life suffered to the point that it became "intolerable."

The ULJ acknowledged Zoss's testimony, but ultimately determined these employment conditions were not of a sufficient magnitude that a reasonable person would quit. We agree. Zoss described one instance where the supervisor yelled at him and then testified broadly about the supervisor "barrag[ing] [him]" at weekly meetings. Zoss did not testify that the supervisor called him names and acknowledged that the supervisor's criticisms focused on his work performance. Indeed, Zoss described the barrages as a response to his level of preparation and inability to recall information about client accounts. We, therefore, conclude that the supervisor's conduct would not compel an average, reasonable worker to quit and become unemployed.

Further, the record indicates that Zoss did not provide Collibra with an opportunity to fix the problem. Before harassment constitutes a "good reason" to quit, the worker must afford the employer a reasonable opportunity to correct the harassing behavior. *See* Minn. Stat. § 268.095, subd. 3(c) (2024); *Nichols*, 720 N.W.2d at 597. Thus, the worker must show that, after being informed of the harassment, "the company failed to take appropriate affirmative steps (warn, discipline, etc.)" to stop the improper behavior. *Nichols*, 720 N.W.2d. at 596.

Here, Zoss spoke to the partner and a manager about the supervisor's behavior after agreeing to the PIP in early August. But according to the partner, Zoss did not make a specific complaint about yelling. Instead, the partner testified that Zoss reported micromanagement, inappropriate performance metrics, and uncomfortable conversations. In response to these specific complaints, Collibra provided coaching to all managers on how to handle difficult conversations. Thus, even if the yelling behavior Zoss's supervisor exhibited reached the level of verbal harassment that might cause a reasonable employee to quit, by failing to report that conduct, Zoss did not give Collibra an opportunity to address that concern.

For these reasons, we conclude Zoss has not demonstrated that the supervisor's behavior would compel an average, reasonable worker to quit their employment and, even if it did, Zoss did not give Collibra an opportunity to address the problem before quitting.

B. Guidance

Finally, Zoss argues that the guidance he received from management to accept the transition plan and its accompanying severance pay rather than work through the end of the quarter constituted a good reason to quit.

As a general matter, "Notification of discharge in the future . . . is not a good reason caused by the employer for quitting." Minn. Stat. § 268.095, subd. 3(e) (2024). And our caselaw does not support Zoss's contention that an employer incentivizing a worker to leave early with a severance package means the worker is eligible for unemployment benefits. *See, e.g.*, *Ward v. Delta Airlines*, 973 N.W.2d 649, 652-53 (Minn. App. 2022) (determining that worker quit employment without good reason by accepting separation package including severance pay rather than face possible lay off); *Smith v. Health Partners, Inc.*, No. A17-0313, 2017 WL 3863867, at *2 (Minn. App. Sept. 5, 2017) ("[Q]uitting in order to accept a severance package is not a good reason caused by the employer."); *Paxton v. Ind. Sch. Dist. #047*, No. A14-1249, 2015 WL 648483, at *2 (Minn. App. Feb. 17, 2015) (reasoning that negotiated severance package equivalent to 50 days of salary was "not adverse to [the] employee" and could not "constitute a reason to quit caused by the employer"); *Meier v. Target Corp.*, No. A10-797, 2011 WL 9171, at *2 (Minn. App. Jan. 4, 2011) (concluding worker who could have continued working but, instead, accepted severance package quit voluntarily); *Mallery v. Medtronic Inc.*, No. A08-1397, 2009 WL 1919765, at *2 (Minn. App. July 7, 2009) (determining record supported ULJ's finding

that worker quit without good cause because worker chose to accept severance package rather than continue with performance plan).[2]

We do not discern that the circumstances in this case are materially different from other cases where we have determined a worker quit when they elected to take a severance package rather than wait for a future discharge date. Therefore, we conclude the guidance Zoss received from his employer to accept the transition plan does not amount to a good reason to quit.

Affirmed.

[2] These cases are nonprecedential and, therefore, not binding. We cite nonprecedential cases as persuasive authority only. *See* Minn. R. Civ. App. P. 136.01, subd. 1(c).