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**STATE OF MINNESOTA
IN COURT OF APPEALS
A16-1574**

Bernard Doom,
Relator,

vs.

County of Lyon,
Respondent.

**Filed April 24, 2017
Affirmed
Halbrooks, Judge**

Lyon County Administrator

Benjamin D. Denton, Benjamin Denton, Attorney PLLC, Pipestone, Minnesota (for relator)

Richard Robert Maes, Lyon County Attorney, Marshall, Minnesota; and

Ann R. Goering, Timothy A. Sullivan, Ratwik, Roszak & Maloney, P.A., Minneapolis, Minnesota (for respondent)

Considered and decided by Worke, Presiding Judge; Halbrooks, Judge; and Jesson, Judge.

UNPUBLISHED OPINION

HALBROOKS, Judge

In this certiorari appeal, relator challenges his employment termination, arguing that respondent's decision to terminate him was oppressive and unreasonable and that he is entitled to a post-termination evidentiary hearing. We affirm.

FACTS

Relator Bernard Doom worked in respondent County of Lyon's highway department for approximately 30 years. In order to communicate its expectations and explain its policies, the county maintains an employee handbook. The handbook contains specific language that it does not intend to: (1) "create a contract, expressed or implied"; (2) "alter the 'at-will' relationship between employer and employee"; or (3) "guarantee employment for any definite period of time."

In February 2016, the county received a complaint from one of its residents, stating that a county truck plowed snow on the driveway of a private residence on February 12, 2016, and dumped a load of gravel onto the same driveway on February 25, 2016. The county reviewed photographs and videos taken by the resident, visited the private residence to verify the accuracy of the photographs and video, determined that Doom was driving the county truck at the time that the photographs and video were taken, and discovered that Doom's supervisor had not authorized him to deliver gravel to the private residence. On February 26, 2016, the county contacted the Lyon County Sheriff's Office to report a theft of county property. Doom told an investigator that he delivered gravel to his son's house because the right-of-way of the driveway was too steep.

On March 1, 2016, the county informed Doom that it had initiated discharge proceedings against him for admitting to the theft of county gravel while in the performance of his job. Doom's employment was suspended, and his severance benefits were withheld pending completion of proceedings.

The county scheduled a pre-termination hearing for Doom on June 30, 2016. At the hearing, the county informed Doom of its basis for considering his termination, showed Doom the photographs and videos, and gave him the opportunity to respond to the county's evidence. Doom did not respond or make a statement.

On August 4, 2016, the county notified Doom that his employment with the county was terminated, effective March 1, 2016, for violation of Lyon County Employee Handbook policy 6.6.2(A)1, commission of a criminal act during working hours. This appeal follows.

D E C I S I O N

In this certiorari proceeding, our review is confined to a determination of whether the proceedings and termination were “arbitrary, oppressive, unreasonable, fraudulent, under an erroneous theory of law, or without any evidence to support it.” *Staehele v. City of St. Paul*, 732 N.W.2d 298, 303 (Minn. App. 2007). We will uphold the county's decision if it “furnished any legal and substantial basis for the action taken.” *Reierson v. City of Hibbing*, 628 N.W.2d 201, 204 (Minn. App. 2001) (quotation omitted). “[W]e will not retry the facts or make credibility determinations.” *Id.*

Doom first contends that the county denied him due process by failing to hold a post-termination evidentiary hearing. An employee is only entitled to due process if he has a property interest in his employment, which “stems from an independent source, such as a statute or contract.” *Phillips v. State*, 725 N.W.2d 778, 783 (Minn. App. 2007), *review denied* (Minn. Mar. 28, 2007). An employer may prevent the formation of a contract right if a disclaimer in its employment handbook clearly expresses the employer's intent.

Roberts v. Brunswick Corp., 783 N.W.2d 226, 231 (Minn. App. 2010), *review denied* (Minn. Aug. 24, 2010). At-will employees are not entitled to due process because they have no property interest in their employment. *Reierson*, 628 N.W.2d at 204-05.

Here, the county's employee handbook states that all employees are at-will and have no specific employment contract. Doom concedes that the employee handbook specifies that all county employees are at-will employees and cites to no statute or contract that demonstrates that he has a property interest in his employment. Moreover, the county's employee handbook clearly expresses, by disclaimer, its intent to prevent the formation of an employment contract. Because Doom was an at-will employee, we conclude that he had no property interest in his employment and is not entitled to due process or a post-termination evidentiary hearing.

Next, Doom argues that the county's decision to terminate him was unreasonable and oppressive because his termination case ran concurrently with his criminal case. "It is well-established law that an at-will employee can be fired for any reason, or no reason at all." *Id.* at 204 (concluding that the termination of an at-will employee can never be unreasonable or arbitrary). Because Doom was an at-will employee, he could be fired for any reason or no reason. Consequently, we conclude that Doom's termination was not unreasonable or oppressive.

Affirmed.