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**STATE OF MINNESOTA
IN COURT OF APPEALS
A18-1355**

Lisa M. Sarazin,
Relator,

vs.

Ruth Strickers Fitness Unlimited Inc.,
Respondent,

Department of Employment and Economic Development,
Respondent.

**Filed May 13, 2019
Affirmed
Cochran, Judge**

Department of Employment and Economic Development
File No. 36183327-4

Lisa M. Sarazin, Minneapolis, Minnesota (pro se relator)

Ruth Strickers Fitness Unlimited Inc., Minnetonka, Minnesota (respondent employer)

Lee B. Nelson, Department of Employment and Economic Development, St. Paul,
Minnesota (for respondent department)

Considered and decided by Reyes, Presiding Judge; Hooten, Judge; and Cochran,
Judge.

UNPUBLISHED OPINION

COCHRAN, Judge

Relator Lisa Sarazin appeals the determination of an unemployment-law judge (ULJ) that she is ineligible for unemployment benefits because she quit her job without good reason caused by her employer, respondent Ruth Strickers Fitness Unlimited Inc. (Ruth Strickers). We affirm.

FACTS

Ruth Strickers operates a wellness center called The Marsh. The Marsh offers several amenities to guests, including a restaurant. From March 15, 2017 to December 26, 2017, Sarazin was an executive chef at the restaurant.

On December 13, 2017, Ruth Strickers' general manager and director of operations (the general manager), terminated a Marsh employee (the terminated employee) for stealing money. The terminated employee was "quite angry" at being terminated. That afternoon, the terminated employee sent a text message to Sarazin, who was his direct supervisor at the time he was terminated. The text message stated:

Congrats on having no one to work the front thanks for cutting hours and giving us sh[-]t for pay checks that no one can live off of but hey we all make our own beds have fun with all the pissed off members ur gonna get to deal with no longer my problem or care.

Sarazin was concerned about the message and showed it to the general manager.

On December 15, the terminated employee came back to The Marsh to get his final paycheck. A human resources employee (the human resources employee) gave the terminated employee his paycheck and asked how he was doing. The terminated employee

told the human resources employee that his “first thought” after being terminated was to “get back at” Sarazin. The human resource employee told him that was “not a very good idea.” The terminated employee said that, although he was angry, he “didn’t want to fight for his job.” He then told the human resources employee that he was going to pursue a different career. The human resources employee told the general manager and Sarazin about the conversation. Sarazin was concerned about her safety after hearing about the terminated employee’s comments.

In response, the general manager called the Minnetonka Police Department in an effort to obtain a no-trespass order against the terminated employee. The Minnetonka Police Department, located only three blocks from The Marsh, agreed to patrol The Marsh’s parking lot more frequently.

On December 18, the general manager sent an email informing the department heads, night auditors, and front desk staff about the situation with the terminated employee. The email directed the staff to call 911 immediately if they saw the terminated employee at The Marsh.

On December 20, the general manager sent a certified letter to the terminated employee telling him that he was not allowed at The Marsh. Also on that same day, Sarazin spoke with a private security consultant regarding security at the facility. The consultant made several recommendations about how to improve security at The Marsh. The consultant sent the recommendations to Sarazin’s direct supervisor, who forwarded the recommendations to the general manager. One recommendation was to install an alarm on a back door in The Marsh’s kitchen. Rather than installing an alarm, the general manager

instructed the kitchen staff to keep the door shut. The door automatically locked when it was shut. Another recommendation was to hire a temporary on-site security guard to ensure that the staff felt safe. The general manager did not adopt that recommendation because the Minnetonka Police Department was only a few blocks away and had agreed to patrol the area more frequently.

Still feeling unsafe at work, Sarazin quit her job on December 26. Sarazin sought unemployment benefits. A hearing took place before a ULJ. The ULJ determined that Sarazin was not eligible for unemployment benefits because she quit her job without a good reason caused by her employer. Sarazin later submitted additional evidence and requested reconsideration and an additional hearing. The ULJ denied the request for an additional hearing and affirmed his prior decision that Sarazin was not eligible for unemployment benefits.

This appeal follows.

D E C I S I O N

Sarazin argues that the ULJ erred in determining that she was not eligible for unemployment benefits. When reviewing a ULJ's decision, this court may affirm the decision of the ULJ, remand the case for further proceedings, or reverse and modify the decision if the substantial rights of the relator have been prejudiced because, among other things, the decision is affected by an error in law or is unsupported by substantial evidence. Minn. Stat. § 268.105, subd. 7(d) (2018). When we review a ULJ's determination on eligibility for unemployment benefits, we view "findings of fact in a light most favorable to the decision, and will not disturb the findings so long as there is evidence in the record

that substantially supports them.” *Gonzalez Diaz v. Three Rivers Cmty. Action, Inc.*, 917 N.W.2d 813, 815-16 (Minn. App. 2018). We review the ULJ’s interpretation of the unemployment statutes and the ultimate question of whether the relator is eligible to receive unemployment benefits de novo. *Id.* at 816.

An applicant is ineligible for unemployment benefits if she quits her job unless one of several exceptions applies. Minn. Stat. § 268.095, subd. 1 (2018). The only exception at issue in this case is the exception that applies to an applicant who “quit the employment because of a good reason caused by the employer.” Minn. Stat. § 268.095, subd. 1(1). A good reason caused by the 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.” Minn. Stat. § 268.095, subd. 3(a) (2018). If the applicant was subjected to adverse working conditions, she must complain to the employer and give the employer a reasonable opportunity to correct the conditions before the conditions constitute a good reason to quit. Minn. Stat. § 268.095, subd. 3(c) (2018).

The ULJ determined that Sarazin did not quit for a good reason caused by the employer because the conditions that motivated Sarazin’s decision to quit would not compel an average, reasonable worker to quit. Sarazin argues on appeal that this determination was error because an average, reasonable worker would be compelled to quit under these circumstances. Thus, the only issue raised by Sarazin on appeal is whether the ULJ’s legal conclusion was erroneous.

We agree with the ULJ's determination that an average, reasonable worker would not be compelled to quit under these circumstances. "In order to constitute good cause, the circumstances which compel the decision to leave employment must be real, not imaginary, substantial, not trifling, and reasonable, not whimsical; there must be some compulsion produced by extraneous and necessitous circumstances." *Rowan v. Dream It, Inc.*, 812 N.W.2d 879, 884 (Minn. App. 2012) (quoting *Ferguson v. Dep't of Emp't Serv.*, 247 N.W.2d 895, 900 n.5 (Minn. 1976)). The circumstances at issue here involve the terminated employee's text message to Sarazin and his discussion with the human resources employee. He sent the text message to Sarazin complaining about her and stating that "we all make our own beds," and he told the human resources employee that his "first thought" after being terminated was to "get back at" Sarazin. Sarazin notified Ruth Strickers about her concern over the terminated employee's statements. Ruth Strickers took reasonable steps to prevent the terminated employee from coming back to The Marsh. The general manager called the police to implement a no-trespass order. He also sent a letter to the terminated employee indicating that the terminated employee was not allowed at The Marsh.

Sarazin argues that an average, reasonable worker would have been compelled to quit under these circumstances because (1) Ruth Strickers allowed the terminated employee back onto the property to pick up his last paycheck, (2) the general manager did not send the email about the terminated employee to all employees, and (3) Ruth Strickers did not implement the recommendations of the private security consultant. We do not find Sarazin's arguments persuasive.

The terminated employee returning to the property without incident contradicts Sarazin's argument that he posed a real or substantial threat to her safety. During the time that the terminated employee was at The Marsh to pick up his paycheck, he made no effort to harass or even contact Sarazin.

With regard to the email, the general manager emailed department heads, night auditors, and the front desk staff. He also spoke with the kitchen staff about keeping the back door shut. Considering the groups of employees who received the email and the discussion with the kitchen staff, we conclude that the fact that the general manager did not send the email about the terminated employee to all Marsh employees to be insignificant and immaterial.

Finally, Ruth Strickers's decision not to adopt the security improvements suggested by the private security consultant is not dispositive as to whether an average, reasonable worker would have felt compelled to quit under these circumstances. Ruth Strickers gave legitimate reasons for not adopting the recommendations. It did not install an alarm on the back door because the door locked when it was closed. The general manager instructed employees to keep the door shut. Ruth Strickers did not hire on-site security because it was costly and the Minnetonka Police Department, which agreed to patrol The Marsh parking lot more often, was only three blocks away. Even accepting that Ruth Strickers adopted none of the recommendations, an average, reasonable worker would not be compelled to quit under these circumstances.

In sum, Sarazin quit her employment because she feared for her safety after the terminated employee sent one vague, possibly threatening text message to her and made

one comment to another Ruth Strickers employee that he had a “thought” to get back at Sarazin. Ruth Strickers took reasonable steps to ensure that the terminated employee would not return to The Marsh and instructed the department heads and other staff to call 911 if they saw the terminated employee at The Marsh. There was no evidence that the terminated employee returned to The Marsh or made any threats or attempts to harass Sarazin from December 15 (when the terminated employee returned to The Marsh to pick up his last paycheck) to December 26 (when Sarazin quit her job). We conclude that an average, reasonable worker would not have been compelled to quit under these circumstances and that the ULJ correctly determined that Sarazin was not eligible for unemployment benefits.

Affirmed.