

*This opinion is nonprecedential except as provided by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
A22-0038**

David Rupprecht,
Relator,

vs.

Qwest Corporation,
Respondent,

Department of Employment and Economic Development,
Respondent.

**Filed September 19, 2022
Affirmed
Johnson, Judge**

Department of Employment and Economic Development
File No. 47089275-6

David Rupprecht, St. Paul, Minnesota (*pro se* relator)

Qwest Corporation, Garden City, New York (respondent employer)

Anne Froelich, Keri A. Phillips, Minnesota Department of Employment and Economic
Development, St. Paul, Minnesota (for respondent department)

Considered and decided by Frisch, Presiding Judge; Worke, Judge; and Johnson,
Judge.

NONPRECEDENTIAL OPINION

JOHNSON, Judge

David Rupprecht was laid off from his job and was given a lump-sum severance payment equal to 30 weeks of pay. An unemployment-law judge concluded that he was ineligible for unemployment benefits for a period of 30 weeks. We affirm.

FACTS

Rupprecht was employed by Qwest Corporation from 2017 to 2020. At the conclusion of his employment, he was a full-time credit consultant earning a weekly salary of \$786.50 and receiving approximately \$90 per month in bonuses.

In 2020, Qwest closed the office where Rupprecht worked. Qwest offered Rupprecht a separation agreement that provided him with a lump-sum severance payment equal to 30 weeks of his pay. Rupprecht accepted the offer, and his last day of employment was July 15, 2020.

Rupprecht applied for unemployment benefits with the department of employment and economic development. He stated in his application that he was “not sure” whether he would receive severance pay. As a consequence, the department initially determined that Rupprecht was eligible for unemployment benefits and began paying him weekly benefits of \$488.

On July 31, 2020, Rupprecht received a lump-sum payment of \$24,213.75. Rupprecht did not report his receipt of the payment to the department. Approximately one year later, Rupprecht re-applied for unemployment benefits and stated on his application that he had received severance pay. The department made a new determination that

Rupprecht was ineligible for unemployment benefits for 30 weeks, beginning the week of July 15, 2020, and that there had been an overpayment of \$14,945.

Rupprecht filed an administrative appeal. An unemployment-law judge (ULJ) upheld the ineligibility determination without an evidentiary hearing. Rupprecht requested reconsideration. The ULJ set aside the prior decision and held an evidentiary hearing. The ULJ thereafter issued a written decision upholding the determination of ineligibility but reducing the amount of the overpayment to \$14,633 based on a re-calculation of Rupprecht's bonuses. Rupprecht again requested reconsideration. The ULJ affirmed the prior ruling. Rupprecht appeals by way of a writ of certiorari.

DECISION

Rupprecht argues that the ULJ erred by concluding that he was ineligible for unemployment benefits for a period of 30 weeks. He contends that he should have been ineligible for only a single week.

In general, this court reviews a ULJ's decision regarding eligibility for unemployment benefits to determine whether the findings, inferences, conclusion, or decision are affected by an error of law, are unsupported by substantial evidence in view of the entire record, or are arbitrary or capricious. *See* Minn. Stat. § 268.105, subd. 7(d) (2020). "If the relevant facts are not in dispute, we apply a *de novo* standard of review to the ULJ's interpretation of the unemployment statutes and to the ultimate question whether an applicant is eligible to receive unemployment benefits." *Menyweather v. Fedtech, Inc.*, 872 N.W.2d 543, 545 (Minn. App. 2015).

The department pays unemployment benefits to applicants who meet the statutory requirements. Minn. Stat. § 268.069, subd. 1 (2020). “An applicant is not eligible to receive unemployment benefits for any week the applicant is receiving, has received, or will receive separation pay, severance pay, bonus pay, or any other payments paid by an employer because of, upon, or after separation from employment,” Minn. Stat. § 268.085, subd. 3b(a) (2020), so long as the weekly amount of severance pay is *equal to or greater than* the weekly unemployment benefit amount, *id.*, subd. 3b(e). The receipt of severance pay makes an applicant ineligible for “all the weeks of payment.” *Id.*, subd. 3b(d). The number of “weeks of payment” is determined as follows: “if the payment is made in a lump sum, that sum is divided by the applicant’s last level of regular weekly pay from the employer.” *Id.*, subd. 3(c)(2); *see also id.*, subd. 3b(d).

In this case, the ULJ found that Rupprecht knew on or before July 15, 2020, that he would receive severance pay. Accordingly, the ULJ found that Rupprecht was ineligible for unemployment benefits beginning July 16, 2020. Because Rupprecht received his severance pay in a lump sum, the ULJ divided Rupprecht’s severance payment by his weekly pay and concluded that Rupprecht was ineligible for 30 weeks.

On appeal, Rupprecht does not challenge the ULJ’s factual findings. He asserts that he believed that his receipt of severance pay would make him ineligible only for a single week. He notes that the unemployment statute makes an applicant ineligible for benefits only when the applicant “is receiving, has received, or will receive” severance pay. *See* Minn. Stat. § 268.085, subd. 3b(a). He contends that he should be deemed ineligible for only a single week in July 2020.

Rupprecht's argument fails to account for statutory provisions other than section 268.085, subdivision 3b(a). Another paragraph of subdivision 3b provides that a lump-sum severance payment may be allocated to multiple time periods. *See id.*, subd. 3b(d) (incorporating *id.*, subd. 3(c)). Specifically, if a lump-sum payment is greater than the applicant's weekly pay, the lump-sum payment must be allocated to a number of weeks that is determined by dividing the amount of the lump-sum payment by the applicant's weekly pay. *Id.*, subd. 3(c)(2).

The ULJ applied these statutory provisions by dividing Rupprecht's lump-sum severance payment (\$24,213.75) by his weekly pay (\$807.27) and by concluding that Rupprecht was ineligible for 30 weeks. Because Rupprecht's brief does not mention subdivisions 3(c) and 3b(d), he does not argue that the ULJ misapplied those statutory provisions. We conclude that the ULJ correctly interpreted and applied the statutory provisions cited above.

Thus, the ULJ did not err by concluding that Rupprecht was ineligible for unemployment benefits for a period of 30 weeks.

Affirmed.