This opinion is nonprecedential except as provided by Minn.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
A25-0352

Philljeral Glekiah,
Relator,

vs.

Echosphere, LLC,
Respondent,

Department of Employment and Economic Development,
Respondent.

Filed January 12, 2026
Affirmed
Cochran, Judge

Department of Employment and Economic Development
File No. 50785934-3

Philljeral Glekiah, Coon Rapids, Minnesota (pro se relator)

Echosphere, LLC, Englewood, Colorado (respondent employer)

Melannie M. Markham, Keri A. Phillips, Katrina Gulstad, Minnesota Department of Employment and Economic Development, St. Paul, Minnesota (for respondent department)

Considered and decided by Worke, Presiding Judge; Cochran, Judge; and Jesson, Judge.[*]

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

NONPRECEDENTIAL OPINION

COCHRAN, Judge

Relator challenges the decision of an unemployment-law judge (ULJ) that relator was ineligible for unemployment benefits because he quit his employment without a good reason caused by the employer. Relator also asserts that he did not receive a fair hearing. We affirm.

FACTS

Relator Phillieral Glekiah worked with respondent Echosphere LLC from January 1 to June 15, 2024. Echosphere is a telecommunications company and satellite cellular service. Glekiah worked full-time as a technician. His job duties included visiting customer homes to service their network systems, perform new installations, troubleshoot calls, and sell additional products. Echosphere also expected its employees to meet individual sales requirements. Echosphere provided Glekiah with daily and weekly sales reports showing the metrics that he was expected to meet.

On June 15, Echosphere's operations manager sent a text message to Glekiah criticizing him for failing to meet his sales goals. In response, Glekiah sent a text message back stating, "consid[]er this my 2 weeks then." Echosphere pulled Glekiah off his current assignment but later indicated it had work available for Glekiah until June 30. Glekiah did not return to work after June 15 because he believed he had been terminated as of June 15. The parties agreed that Echosphere paid Glekiah his regular wages for the time period between June 15 through June 30.

Glekiah applied for unemployment benefits and established an unemployment-benefit account with respondent Minnesota Department of Employment and Economic Development (DEED). DEED issued a determination of ineligibility and Glekiah appealed. The ULJ held a de novo hearing and heard testimony from Glekiah and from Echosphere's field-service manager.

The ULJ issued a decision concluding that Glekiah was ineligible for unemployment benefits because he quit his employment. The ULJ also determined that the evidence did not support a finding that Glekiah quit because of a good reason caused by his employer, explaining an average, reasonable worker would not quit when required to perform the sales function that Echosphere included in the job position. Glekiah filed a request for reconsideration. The ULJ determined that Glekiah did not submit new evidence that was likely to change the outcome of the decision. The ULJ therefore denied Glekiah's reconsideration request. The ULJ's order on reconsideration also included reasons supporting the original decision and a discussion of the ULJ's credibility determinations.

This certiorari appeal follows.

DECISION

Glekiah challenges the ULJ's decision that he was ineligible to receive unemployment benefits. When reviewing a ULJ's decision, we may affirm the decision or remand for further proceedings. Minn. Stat. § 268.105, subd. 7(d) (2024). We may also reverse or modify the ULJ's decision if the substantial rights of the relator may have been prejudiced because, among other reasons, the decision is made upon unlawful procedure, affected by an error of law, or not supported by substantial evidence in the record. *Id.*, subd. 7(d)(3)-(5). We review the ULJ's factual findings in the light most favorable to the decision. *Wilson v. Mortg. Res. Ctr., Inc.*, 888 N.W.2d 452, 460 (Minn. 2016). And these findings will not be disturbed "as long as there is evidence in the record that reasonably tends to sustain them." *Stagg v. Vintage Place Inc.*, 796 N.W.2d 312, 315 (Minn. 2011). We also defer to the credibility determinations made by the ULJ when the ULJ provides adequate reasons for the determinations. *Ywswf v. Teleplan Wireless Servs., Inc.*, 726 N.W.2d 525, 531-33 (Minn. App. 2007); *see also* Minn. Stat. § 268.105, subd. 1a (2024) (noting that the ULJ "must set out the reason for crediting or discrediting that testimony").

Glekiah raises several issues on appeal. First, he challenges the ULJ's credibility determinations. Second, he argues that the ULJ erred by determining that he quit his employment without a good reason caused by the employer to do so. Third, he claims that he did not have a fair hearing because the ULJ interrupted him and did not help him develop the record. Finally, Glekiah raises additional arguments regarding severance pay and Echosphere's corporate status. We address each argument in turn.

I. The ULJ's credibility determinations do not warrant reversal.

Glekiah challenges the ULJ's credibility determinations underlying the factual findings on which the ULJ's denial of eligibility was based. "Credibility determinations are the exclusive province of the ULJ[.]" *Bangtson v. Allina Med. Grp.*, 766 N.W.2d 328, 332 (Minn. App. 2009) (quotation omitted). "When the parties have presented conflicting evidence on the record, [we] must defer to the [ULJ's] ability to weigh the evidence." *Whitehead v. Moonlight Nursing Care, Inc.*, 529 N.W.2d 350, 352 (Minn. App. 1995).

Here, Glekiah contends that Echosphere's witness "gave disorganized, unclear, and contradictory testimony," and struggled to answer "basic questions." Glekiah argues that the ULJ accepted Echosphere's version of events without meaningfully addressing these inconsistencies. We do not agree.

When a ULJ relies heavily upon a witness's credibility, the ULJ "must set out the reason for crediting or discrediting" the witness's testimony. Minn. Stat. § 268.105, subd. 1a. The ULJ satisfied that requirement here. The ULJ made detailed findings in the initial order discussing the credibility of the witnesses. The ULJ found that Glekiah's testimony about his sales metrics was not credible because it was contradicted by other evidence. By contrast, the ULJ found that the testimony by Echosphere's field service manager "was credible because it was based on company records." Similarly, in the order on reconsideration, the ULJ addressed the issue of credibility and explained why the ULJ found Echosphere's witness to be more credible than Glekiah.

The ULJ fulfilled the statutory requirement by "set[ting] out the reason for crediting or discrediting" the witness's testimony. Minn. Stat. § 268.105, subd. 1a. We therefore defer to the ULJ's credibility assessments and decline to reevaluate credibility on appeal. *Whitehead*, 529 N.W.2d at 352.

II. The ULJ did not err by determining that Glekiah was ineligible for unemployment benefits because he quit his employment.

Glekiah next argues that the ULJ erred in determining that he is ineligible for benefits because he quit his employment without a good reason to do so. Glekiah contends that substantial evidence in the record reflects that he did not quit, but instead he was discharged by Echosphere and therefore is eligible for unemployment benefits. We are not persuaded that the ULJ erred in determining that Glekiah quit his employment.

Eligibility for unemployment benefits because of a quit or discharge is governed by Minnesota Statutes section 268.095 (2024). An applicant is ineligible for unemployment benefits if they quit their employment, unless an exception applies such as the employee quit for a good reason caused by the employer. Minn. Stat. § 268.095, subd. 1. Conversely, an applicant who is discharged is generally eligible for unemployment benefits. *Id.*, subd. 4.

"A quit from employment occurs when the decision to end the employment was, at the time the employment ended, the employee's." *Id.*, subd. 2(a). A discharge from employment, on the other hand, "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). In a case in which an employee provides notice of an intention to quit, but the employer does not allow the employee to work the entire notice period, then the employee "is discharged from the employment as of the date the employer will no longer allow the employee to work." *Id.*, subd. 5(d). But "[i]f the discharge occurs *within 30 calendar days* before the intended date of quitting, then, as of the intended date of quitting, the separation from employment is a quit from employment[.]" *Id.* (emphasis added). Whether a person quit or was discharged from employment is a question of fact, the ULJ's finding on which will not be disturbed as long as it is substantially supported by the evidence in the record. *Nichols v. Reliant Eng'g & Mfg., Inc.*, 720 N.W.2d 590, 594 (Minn. App. 2006).

Here, the ULJ found that Glekiah quit his employment on June 15, providing a two-week notice period. The ULJ rejected Glekiah's argument that Glekiah was discharged.

On appeal, Glekiah claims that the record reflects Echosphere terminated his employment on June 15 "just minutes" after he provided his two-week notice and "did not allow [Glekiah] to work the remainder of the notice period." He argues that Echosphere's conduct qualifies as a discharge under section 268.095, subdivision 5(d), and entitles him to unemployment benefits.

Assuming without deciding that Glekiah was discharged by Echosphere on June 15 when he gave his two-week notice, we nevertheless determine that the discharge became "a quit" for purposes of unemployment eligibility on June 29—Glekiah's intended quit date—because the discharge occurred within 30 days of the intended date of quitting. *See* Minn. Stat. § 268.095, subd. 5(d) (providing that if a "discharge occurs within 30 calendar days before the intended date of quitting, then, as of the intended date of quitting, the separation from employment is a quit from employment”).[1] As such, the ULJ did not err in concluding that Glekiah quit his employment and we decline to reverse that determination by the ULJ.[2]

III. Glekiah received a fair hearing.

Glekiah also seeks reversal of the ULJ’s decision based on his claim that the ULJ was biased against him and did not conduct a fair hearing. DEED argues in response that Glekiah forfeited this issue by failing to raise it with the ULJ at the hearing. Assuming the argument is not forfeited, we conclude that Glekiah received a fair hearing.

The hearing before the ULJ is “an evidence-gathering inquiry,” not an adversarial proceeding. Minn. R. 3310.2921 (2023); *Wichmann v. Travalia & U.S. Directives, Inc.*, 729 N.W.2d 23, 27 (Minn. App. 2007). In conducting the hearing, the ULJ “must exercise control over the hearing procedure in a manner that protects the parties’ rights to a fair hearing,” “ensure that all relevant facts are clearly and fully developed,” and “assist all parties in the presentation of evidence.” Minn. R. 3310.2921. The ULJ may also “exclude

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[1] Further, the parties agree that Glekiah was paid for the time period between June 15 and June 30. Thus, even assuming without deciding that the ULJ erred by finding that Glekiah quit on June 15 rather than on June 29 at the end of the two-week notice period, any such error is harmless because Glekiah was paid for that two-week period and therefore would not have been eligible for unemployment benefits during that period. *See* Minn. Stat. § 268.085, subd. 3b(a) (2024) (“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. R. Civ. P. 61 (advising that harmless error is to be ignored).

[2] On appeal, Glekiah does not challenge the ULJ’s determination that he did not have a good reason caused by his employer to quit his employment. Therefore, we consider any claim of error in this regard to be forfeited. *See Ward v. El Rancho Manana, Inc.*, 945 N.W.2d 439, 448 (Minn. App. 2020) (“[P]arties forfeit any issues that they do not argue in their brief.”), *rev. denied* (Minn. Oct. 1, 2020).

any evidence that is irrelevant, immaterial, unreliable, or unduly repetitious." Minn. R. 3310.2922 (2023).

Glekiah asserts he was denied a fair hearing because "the ULJ frequently interrupted" him, and "redirected or challenged [his] testimony before it was complete." Glekiah claims that the ULJ's behavior impaired his ability to present his case. Once again, we are not persuaded.

The ULJ has a "duty to assist" parties with the development of the record. *White v. Univ. of Minn. Physicians Corp.*, 875 N.W.2d 351, 357 (Minn. App. 2016). When a party is self-represented, as here, "the ULJ must help the party to recognize and interpret the parties' claims." *Ntamere v. Decisionone Corp.*, 673 N.W.2d 179, 180 (Minn. App. 2003) (quotation omitted). The record shows that the ULJ assisted Glekiah to ensure the relevant facts were developed and did not favor one party over the other. A hearing is generally considered fair if the parties are allowed to give statements, cross-examine witnesses, and offer and object to exhibits. *Ywswf*, 726 N.W.2d at 529-30. Here, each party was permitted to testify, ask questions, and present evidence and exhibits. And although the ULJ interrupted Glekiah at times to clarify or direct his testimony, the record shows that the ULJ also interrupted Echosphere's manager for similar reasons. On this record, we are satisfied that the ULJ did not deprive Glekiah of his right to a fair hearing.

To persuade us otherwise, Glekiah cites to *Wichmann*, in which this court considered whether the ULJ conducted a fair hearing when the ULJ did not elicit testimony the relator felt should have been put into evidence. 729 N.W.2d at 27. We rejected the relator's argument, determining that "the ULJ conducted a fair hearing and assisted [relator] appropriately." *Id.* In reaching this conclusion, we noted that the ULJ gave relator the opportunity to provide testimony, cross-examine witnesses, and give a closing statement. *Id.* Similarly, the record here shows that the ULJ assisted both parties in the presentation of evidence and allowed the parties to give statements, cross-examine one another, and offer and object to exhibits. *See id.*; *see also Ywswf*, 726 N.W.2d at 529-30. *Wichmann* does not support Glekiah's contention that he did not receive a fair hearing.

For these reasons, we conclude that the ULJ conducted a fair and impartial hearing and did not fail to assist Glekiah in developing the record.

IV. Glekiah's remaining arguments are not properly before us.

Glekiah raises additional arguments related to severance payments and Echosphere's corporate identity and tax rate. These arguments do not warrant reversal.

First, Glekiah argues that the ULJ erred by failing "to account for" a separate hearing in another matter regarding the issue of severance pay. Glekiah did not raise the issue of severance pay during the hearing in this case. Instead, Glekiah argued in his request for reconsideration that Echosphere failed to participate in the separate hearing before a different ULJ on the issue of severance pay. The ULJ declined to reconsider the case on that basis, noting that a ULJ is limited to reviewing only the evidence that was submitted at the hearing in this case. The ULJ emphasized that the issue of severance pay "related to a separate hearing on different issues before a different [ULJ]." The order on reconsideration explained that the ULJ "only has jurisdiction over the hearing held by this ULJ, and only considers evidence and testimony produced during this hearing." We agree.

In an unemployment-benefits hearing, the record consists of evidence and documents "that are offered into evidence." Minn. R. 3310.2922. When reviewing a request for reconsideration, "the [ULJ] must not consider any evidence that was not submitted at the hearing, except for purposes of determining whether to order an additional hearing." Minn. Stat. § 268.105, subd. 2(c) (2024). Because the record before the ULJ at the hearing did not include information regarding severance pay, the ULJ did not err by declining to reconsider the decision in this case on that basis.

Second, Glekiah raised arguments in his reply brief related to Echosphere's corporate identity and tax rate. Glekiah did not raise these issues at the hearing before the ULJ, and they are outside the scope of our review. *See Peterson v. Ne. Bank-Minneapolis*, 805 N.W.2d 878, 883 (Minn. App. 2011) (noting that an issue that is not raised to the ULJ "is not properly before this court on review"). Additionally, because these arguments were raised for the first time in Glekiah's reply brief and are not supported by citations to authority, we consider them forfeited. *See Moorhead Econ. Dev. Auth. v. Anda*, 789 N.W.2d 860, 887 (Minn. 2010) ("[R]aising issues for appeal in one's reply brief is not proper practice and is not to be permitted." (quotation omitted)); *State v. Krosch*, 642 N.W.2d 713, 719-20 (Minn. 2002) (noting that a pro se litigant forfeits any claims made if the litigant fails to provide legal arguments or citation to legal authority in support of those claims unless prejudicial error is obvious on mere inspection).

In sum, Glekiah has not demonstrated any basis for reversing the ULJ's determination that Glekiah quit his employment with Echosphere and is not entitled to unemployment benefits.

Affirmed.