This opinion is nonprecedential except as provided by Minn.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
A25-1509

Tiffany Crossfield,
Relator,

vs.

AT&T Services Inc.,
Respondent,

Department of Employment and Economic Development,
Respondent.

Filed May 4, 2026
Affirmed
Frisch, Chief Judge

Department of Employment and Economic Development
File No. 51549421-3

Tiffany Crossfield, Blaine, Minnesota (pro se relator)

AT&T Services, Inc., Dallas, Texas (respondent employer)

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

Considered and decided by Schmidt, Presiding Judge; Frisch, Chief Judge; and Johnson, Judge.

NONPRECEDENTIAL OPINION

FRISCH, Chief Judge

Relator challenges the decision of an unemployment-law judge (ULJ) that she was ineligible for unemployment benefits for a period of time immediately following her last day of employment. Because relator received severance pay and was aware that such payment would be made before she separated from her employment, we affirm the determination of ineligibility.

FACTS[1]

Relator Tiffany Crossfield was employed by respondent AT&T Services Inc. from December 7, 1998, through around December 1, 2022, and from around February 13 to December 1, 2023. In May 2023, AT&T informed Crossfield that her position would be relocated out of state, and she later learned that remote work was not approved. As of August 2023, Crossfield was aware that she would be separating from her employment and would receive some severance pay. As of her last day of employment, Crossfield had not agreed to the terms and conditions of a general release and waiver associated with her severance offer (release of claims).

Crossfield applied for unemployment benefits with respondent Minnesota Department of Employment and Economic Development (DEED). She established an unemployment benefits account and began receiving benefits on or about December 10, 2023.

[1] The facts of this case are undisputed. The following facts derive from testimony and exhibits presented to the ULJ at an evidentiary hearing.

On February 28, 2024, Crossfield accepted the release of claims and agreed to receive severance payments pursuant to those terms. On April 5, 2024, Crossfield received a lump-sum severance payment from AT&T. She also received an annual bonus for 2023.

In March 2025, DEED initially determined that Crossfield was ineligible for unemployment benefits from December 3, 2023, through April 10, 2024, because she received the severance payment. *See* Minn. Stat. § 268.085, subd. 3b (2024). As a result, DEED determined that Crossfield had received an overpayment of unemployment benefits that she was required to repay. Crossfield timely appealed DEED's initial determination to a ULJ.

In April 2025, the ULJ conducted an evidentiary hearing and received testimony from Crossfield and her partner. The ULJ found that Crossfield received a total of $33,252 in severance payments, including $6,851 bonus pay and the $26,401[2] lump-sum severance payment. The ULJ divided the total severance payments to Crossfield by her weekly pay and determined that Crossfield was ineligible for unemployment benefits for 22 weeks.[3] *See* Minn. Stat. § 268.085, subds. 3b(d)-(e), 3(c) (2024). The ULJ also found that

[2] The basis for the ULJ's finding is unclear. The check from AT&T reflects a payment of $26,124. Crossfield does not challenge this determination on appeal, so we do not disturb this finding. *See, e.g.*, *In re Civ. Commitment of Kropp*, 895 N.W.2d 647, 653 (Minn. App. 2017) ("Minnesota appellate courts decline to reach an issue in the absence of adequate briefing."), *rev. denied* (Minn. June 20, 2017).

[3] The $33,252 Crossfield received in severance pay was divided by her last level of regular weekly pay, $1,543.88, resulting in 21 weeks of payment with a remainder of $830.52. Because this remainder amount was higher than Crossfield's weekly unemployment benefit amount of $742, she was deemed ineligible for an additional week. *See* Minn. Stat. § 268.085, subd. 3b(e).

Crossfield was aware on her last day of employment that she would receive some severance pay, and, therefore, the period of ineligibility for benefits applied immediately following her last day. *See* Minn. Stat. § 268.085, subd. 3b(b). The ULJ concluded that Crossfield was ineligible for benefits from December 3, 2023, through May 4, 2024. This determination resulted in an overpayment of unemployment benefits to Crossfield in the amount of $15,582 that she was required to repay. Crossfield requested reconsideration, and the ULJ affirmed the prior ruling.

This certiorari appeal follows.

DECISION

When reviewing an unemployment-benefits eligibility determination, we may "affirm the decision of the [ULJ] or remand the case for further proceedings." Minn. Stat. § 268.105, subd. 7(d) (2024). We may also reverse or modify the decision if relator's substantial rights "may have been prejudiced" because the decision is "(1) in violation of constitutional provisions; (2) in excess of the statutory authority or jurisdiction of the department; (3) made upon unlawful procedure; (4) affected by other error of law; (5) unsupported by substantial evidence in view of the entire record as submitted; or (6) arbitrary or capricious." *Id.*

"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).

DEED pays unemployment benefits to applicants who meet statutory requirements. Minn. Stat. § 268.069, subd. 1 (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. Stat. § 268.085, subd. 3b(a). The receipt of severance pay renders an applicant ineligible for "all the weeks of payment." *Id.*, subd. 3b(d). If the payment is made in a lump sum, the number of "weeks of payment" is determined by dividing the lump sum by the applicant's last level of regular weekly pay. *Id.*, subd. 3(c)(2); *see also id.*, subd. 3b(d). These payments "are applied to the period immediately following the later of [1] the date of separation from employment or [2] the date the applicant first becomes aware that the employer will be making a payment." *Id.*, subd. 3b(b). "The date the payment is actually made or received, or that an applicant must agree to a release of claims, does not affect the application of this paragraph." *Id.*

With these principles in mind, we turn to Crossfield's certiorari appeal.

We understand Crossfield to argue that the ULJ erred by determining that she was ineligible for benefits immediately following her last day of employment because she was not entitled to severance pay until she signed the release of claims on February 28, 2024, and she was eligible for benefits during the relevant time period because she did not receive the lump-sum severance payment until April 5, 2024. Crossfield does not appear to dispute that the payments she received from AT&T qualify as severance payments that could affect her eligibility for benefits under Minn. Stat. § 268.085, subd. 3b,[4] and instead challenges the *timing* of the period of ineligibility based on such severance payments.

We agree with the ULJ's determination of ineligibility. Pursuant to the plain language of Minn. Stat. § 268.085, subd. 3b(b), severance payments are applied to the period immediately following the later of "the date of separation from employment" and "the date the applicant first becomes aware that the employer will be making a [severance] payment." Minn. Stat. § 268.085, subd. 3b(b). Crossfield's date of separation from employment with AT&T was December 1, 2023. The ULJ found that Crossfield knew as of the last day of her employment that she would receive severance pay, and this finding is supported by the record. The ULJ then determined, consistent with the plain language of the statute, that Crossfield's period of ineligibility began immediately after her last day of employment. And because the timing provisions of the statute are not affected by "[t]he date the payment is actually made or received, or that an applicant must agree to a release of claims," *id.*, it is of no consequence when Crossfield signed the release of claims or received the lump-sum payment.[5]

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[4] While Crossfield asserts that the payment she received was "a lump-sum settlement" or "a negotiated settlement and recognition of service," not continuing wage replacement for the time frame of December 3, 2023, to April 5, 2024, this assertion appears related to Crossfield's underlying argument that the period of ineligibility should not apply immediately after her last day of employment.

[5] We are not unsympathetic to Crossfield's contention that she should not be required to repay the unemployment benefits she received prior to April 5, 2024, because she did not receive the lump-sum severance payment until this date and did not seek further unemployment benefits when she continued to be unemployed for several months thereafter. However, Minn. Stat. § 268.085, subd. 3b(b), provides when severance payments are applied to determine eligibility for unemployment benefits, and Crossfield

We recognize the unfortunate circumstances regarding Crossfield's separation from her long-time employment with AT&T. But we are nevertheless obligated to follow the law. We therefore affirm the ULJ's determination of ineligibility.

Affirmed.

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does not identify any authority permitting a ULJ to disregard or otherwise circumvent this unambiguous timing provision.