

*This opinion is nonprecedential except as provided by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
A25-1761**

Aaron Thevenot,
Relator,

vs.

Joseph Companies, Inc.,
Respondent,

Department of Employment and Economic Development,
Respondent.

**Filed July 13, 2026
Affirmed
Halbrooks, Judge*
Dissenting, Harris, Judge**

Department of Employment and Economic Development
File No. 51523020-2

Jacyn Gormish-Gray, Brianna Boone, Southern Minnesota Regional Legal Services, Inc.,
Mankato, Minnesota (for relator)

Joseph Companies, Inc., Rochester, Minnesota (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 Larson, Presiding Judge; Harris, Judge; and Halbrooks,
Judge.

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

NONPRECEDENTIAL OPINION

HALBROOKS, Judge

Relator challenges the decision of an unemployment-law judge (ULJ) that relator is ineligible for unemployment benefits because he quit his employment without a good reason caused by the company and because it was not medically necessary. Relator also contends that the ULJ failed to adequately develop the record on whether it was medically necessary for him to quit working when he did. We affirm.

FACTS

Relator Aaron Thevenot was employed by respondent Joseph Companies, Inc. (the company) as a claims processor from November 3, 2022, until October 25, 2024. In May 2024, Thevenot took a leave of absence from work for mental-health reasons. The leave was covered by the Family and Medical Leave Act (FMLA). In July 2024, the company accommodated Thevenot by approving his return to work on a restricted schedule of 24 hours per week. Thevenot worked Wednesdays in the office and Thursdays and Fridays from home. In September, when Thevenot exhausted his FMLA leave, the company allowed Thevenot to continue this schedule without medical documentation, but with “the expectation that he would go back to full-time” after a period of transition.

On September 10, 2024, a mental-health provider filled out an accommodation form for Thevenot. The form stated that the Wednesday-Friday schedule was a “good pace” for Thevenot and that this schedule should be re-evaluated in three months. Thevenot continued working his reduced schedule.

On October 24, 2024, the company's human resources director (HR director) and chief financial officer (CFO) scheduled a meeting with Thevenot to explain that, in order to meet the needs of the business, Thevenot would need to resume a full-time schedule of 40 hours per week by December 5. The day after the meeting, Thevenot submitted a letter of resignation that was effective immediately.

Thevenot applied for unemployment benefits through respondent Minnesota Department of Employment and Economic Development (DEED). He reported to DEED that he quit because the company was "unable to continue my accommodations and I cannot work without them." Thevenot received notice from DEED that he was ineligible for unemployment benefits because "[t]he evidence does not show that the applicant's condition made it medically necessary to quit."

Thevenot appealed DEED's initial determination and a ULJ held a hearing at which Thevenot, the HR director, and the CFO testified. In addition to the facts previously outlined, the HR director stated that the company would have allowed Thevenot to continue working his reduced schedule until December 5. However, she stated that the company was not able to accommodate a part-time schedule after that point "due to year-end processes." The HR director further stated that, if they had to hire another person to do "the rest of" Thevenot's job, it would have caused undue hardship for the company.

When the ULJ asked Thevenot why he did not continue to work the reduced schedule until December 5, he responded, "I knew that that five (5) week timeframe was going to be unrealistic due to the ongoing treatment that I was receiving from my provider," and that he did not want to be treated poorly by the company if he gave more notice.

The ULJ determined that the preponderance of the evidence showed that Thevenot did not quit the employment because of a good reason caused by the employer and that he quit because he “was upset” that he would be expected to work in the office five days a week due to business needs. The ULJ further found that “[t]he evidence does not show that it was medically necessary for Thevenot to quit the employment” and that he could have continued to work his reduced schedule until December 5.

Thevenot requested reconsideration. In his request, he stated, “[m]y medically necessary accommodation was being taken away by the employer on a date in December,” and “[m]aybe I’m not eligible for unemployment from the time of my resignation up to the time my accommodation would have ended, but that doesn’t take away the fact that I would be facing termination if I had stayed until the accommodation ended.” The ULJ affirmed the prior order and added that Thevenot’s decision to quit in anticipation of discharge in the future was not a good reason caused by the company.

This certiorari appeal follows.

DECISION

When reviewing the ULJ’s eligibility determination, we may affirm, remand for further proceedings, or reverse or modify the decision if the substantial rights of the relator may have been prejudiced because the findings, inferences, conclusion, or decision are, as relevant here, “affected by [an] error of law” or are “unsupported by substantial evidence.” Minn. Stat. § 268.105, subd. 7(d)(4)-(5) (2024). We review the ULJ’s factual findings in the light most favorable to the decision and defer to the ULJ’s credibility determinations. *Peterson v. Nw. Airlines Inc.*, 753 N.W.2d 771, 774 (Minn. App. 2008), *rev. denied* (Minn.

Oct. 1, 2008). We “will not disturb the ULJ’s factual findings when the evidence substantially sustains them.” *Id.*

Eligibility for unemployment benefits is governed in part by Minn. Stat. § 268.095 (2024). An applicant is ineligible for unemployment benefits if they quit their employment, unless an exception applies. Minn. Stat. § 268.095, subd. 1. One such exception exists when “the applicant quit the employment because of a good reason caused by the employer.” *Id.*, subd. 1(1). To qualify for this exception, the “good reason” must be (1) “directly related to the employment and for which the employer is responsible”; (2) “adverse” to the employee; and (3) one “that would compel an average, reasonable worker to quit and become unemployed rather than remaining in the employment.” *Id.*, subd. 3(a). This “definition of a good reason caused by the employer for quitting employment . . . is exclusive and no other definition applies.” *Id.*, subd. 3(g). The reason an employee quits their employment is a question of fact for the ULJ to determine. *Beyer v. Heavy Duty Air, Inc.*, 393 N.W.2d 380, 382 (Minn. App. 1986). The determination that an employee does not have a good reason to quit is a legal conclusion, but the conclusion must be based on factual findings supported by substantial evidence. *Nichols v. Reliant Eng’g & Mfg., Inc.*, 720 N.W.2d 590, 594 (Minn. App. 2006).

Thevenot challenges the ULJ’s determination that he did not quit for a good reason caused by the company. He argues that the ULJ erred in this determination because the company breached the terms of his employment agreement by rescinding his accommodation and violated the Americans with Disabilities Act (ADA) by failing to engage in an interactive process. He also asserts the ULJ erred by determining that it was

not medically necessary for him to quit when he did and, in the alternative, that the ULJ failed to adequately develop the record.

The parties disagree on whether Thevenot has forfeited his arguments because they were not properly argued to the ULJ. When a ULJ is not asked to address an argument in its decision, it is not appropriately before this court. *Ward v. Delta Airlines*, 973 N.W.2d 649, 653 (Minn. App. 2022), *rev. denied* (Minn. June 21, 2022). Nonetheless, even if we were to consider the substance of Thevenot’s arguments in the interests of justice, *see* Minn. R. Civ. App. P. 103.04, we would conclude the ULJ’s determination of ineligibility is supported by substantial evidence.

A. Good Cause to Quit

The ULJ determined that “Thevenot quit his employment effective immediately because he was upset that his work restrictions would end in five weeks.” The ULJ noted, in part:

Joseph Companies did not do anything that would compel an average, reasonable worker to quit and become unemployed. Thevenot was upset that his work restrictions would end in December 2024. Thevenot may have quit for good personal reasons, but he did not quit the employment because of a good reason caused by the employer.

The parties agree that Thevenot quit, and thus, the critical inquiry of our review is whether the reason found by the ULJ—being upset after being informed that work restrictions would end in five weeks—would “compel an average, reasonable worker to quit.”

“The standard of what constitutes good cause to quit is whether the reason was compelling, real and not imaginary, substantial and not trifling, reasonable and not whimsical or capricious.” *Trego v. Hennepin Cnty. Fam. Day Care Ass’n*, 409 N.W.2d 23, 26 (Minn. App. 1987) (quotation omitted). The standard is objective and applies “to the average man or woman, and not to the supersensitive.” *Nichols*, 720 N.W.2d at 597 (quotation omitted). “To compel” means “to cause or bring about by force, threats, or overwhelming pressure.” *Werner v. Med. Pros. LLC*, 782 N.W.2d 840, 843 (Minn. App. 2010) (quoting *Black’s Law Dictionary* 321 (9th ed. 2009)), *rev. denied* (Minn. Aug. 10, 2010). “[A]n employee lacks good cause to quit when the average, reasonable person, when faced with a similar choice, would have chosen to remain employed.” *Cook v. Playworks*, 541 N.W.2d 366, 369 (Minn. App. 1996) (quotation omitted).

Thevenot argues that the company broke the terms of his employment agreement by rescinding his accommodation and that the ULJ erred by failing to consider that the accommodation, Thevenot asserts, had a minimum agreed-upon length of time of three months—that is, until at least December 10—and that rescinding it five days early created good cause to quit.

An employer’s breach of an employment agreement may constitute good cause to quit. *Hayes v. K-Mart Corp.*, 665 N.W.2d 550, 553 (Minn. App. 2003) (good cause to quit existed when employer breached promise to give employee a raise), *rev. denied* (Minn. Sept. 24, 2003); *Krantz v. Loxtercamp Transp., Inc.*, 410 N.W.2d 24, 27 (Minn. App. 1987) (employer’s breach of oral promise that employee would not have to work weekends); *Baker v. Fanny Farmer Candy Shops No. 154*, 394 N.W.2d 564, 566 (Minn. App. 1986)

(employer violated agreement that employee would not have to work nights). *But see Werner*, 782 N.W.2d at 843-44 (relocation of employer causing increase in commute and denial of request to work from home did not constitute good cause when relator never negotiated work from home before accepting employment, and there was no indication that the distance of commute was a term of employment).

Thevenot cites to a number of employment-contract cases, but he does not cite to any authority in which Minnesota courts have considered an employment contract to have been created when a company provides an accommodation. Moreover, breach-of-employment contract cases involve decision-maker findings about what was promised to the employee, and whether the company breached the promise. Thevenot did not raise this theory below, and the ULJ did not make findings related to the amount of time the company originally agreed to allow his reduced schedule or related to a breach-of-employment agreement.

However, if the employment-contract cases are applicable, they are distinguishable. For example, in *Hayes*, the commissioner's representative found that the store manager made and breached an oral promise of a pay raise. 665 N.W.2d at 553. The employee was persistent in asking about the raise and attempting to meet with the manager about the promised raise for over a year before quitting. *Id.* at 551-52. In *Krantz*, it was undisputed that the employee truck driver was told he would be home on the weekends or for several days at a time when he was hired. 410 N.W.2d at 27. After that promise was not upheld, the employee said he would no longer work the weekend trips. *Id.* And in *Baker*, the commissioner's representative found that the employee was hired to work days, but several

years later the employer began scheduling her for two or three nights shifts per week. 394 N.W.2d at 565-66. When the employee complained, nothing changed, and she resigned. *Id.*

Unlike Thevenot's situation, the cases above involve decision-maker findings about what was promised to the employee, and that the company breached the promise. Moreover, the employees in the above cases did not immediately quit. They continued attempting to work with their companies to fulfill the agreement. Thevenot quit the day after being told on October 24, 2024, that he would need to return to work full-time on December 5, rather than continuing to work with the company until that time, obtain other medical documentation, or inform the company that he believed he was entitled to an additional five days of accommodations. We conclude that the average reasonable worker would not have been compelled to quit in these circumstances. The ULJ's decision—that Thevenot quit for a personal reason not caused by the employer—is supported by substantial evidence in the record.

B. Failure to Engage in an Interactive Process

Thevenot next argues that, because the company failed to engage in an interactive process to explore alternative accommodations for him, it discriminated against him, providing good reason to quit. The ADA prevents an employer from refusing to make reasonable accommodations to a qualified individual with a disability unless it would impose an undue hardship on the employer. 42 U.S.C. § 12112(b)(5)(A) (2018). The term “interactive process” appears in the regulations and interpretive guidance under the ADA, 42 U.S.C. §§ 12101-213 (2018). The regulation states that, “it may be necessary for the

covered entity to initiate an informal, interactive process with the individual with a disability in need of the accommodation.” 29 C.F.R. § 1630.2(o)(3) (2025).

In the Eighth Circuit, “a plaintiff can survive summary judgment on a reasonable-accommodation claim by showing that the employer failed to engage in an interactive process, even though failing to do so does not itself give rise to liability under the ADA.” *Ehlers v. Univ. of Minn.*, 34 F.4th 655, 660 (8th Cir. 2022). The interactive process requirement has been interpreted to mean that “an employer must converse or interact with [an] individual about the availability of a reasonable accommodation” and “must make a good faith effort to assist the employee in finding an accommodation.” *See Faulkner v. Douglas County*, 906 F.3d 728, 733 (8th Cir. 2018).

Thevenot cites two Eighth Circuit cases that address discrimination claims under the ADA: *Garrison v. Dolgencorp, LLC*, 939 F.3d 937, 940 (8th Cir. 2019), and *Cravens v. Blue Cross & Blue Shield of Kansas City*, 214 F.3d 1011, 1014-15 (8th Cir. 2000). In *Garrison*, the employee brought a disability-discrimination claim under the ADA for failure to accommodate a medical-leave request. 939 F.3d at 940. The employee repeatedly inquired about a leave of absence, and the employer directed the employee to the company handbook, stating that it did not believe that a leave was available. *Id.* at 941-42. The Eighth Circuit determined there was a question of fact regarding whether the employer adequately engaged in the “interactive process.” *Id.* at 942. In *Cravens*, the employee brought a discrimination claim under the ADA and Missouri law. 214 F.3d at 1015. When the employee could no longer type due to carpal tunnel, and was eventually

terminated, a question of fact existed on whether the company engaged in the interactive process to reassign her. *Id.*

Minnesota courts have never held that a failure to engage in an “interactive process” constitutes a good reason to quit under Minnesota’s unemployment-benefits statute. The two cases above do not apply the same law, are not similar actions in nature, and are not binding on this court. Even if we were to find the cases applicable, they are also factually distinct. Thevenot was not directed to a handbook despite persistent requests to take medical leave, and Thevenot was not terminated from his position. Thevenot worked his reduced schedule under FMLA protections from July until September when the FMLA leave was exhausted. The company allowed him to remain on the reduced schedule and would have continued to allow it until December 5. It is unclear what further interactive process the company could have engaged in given that Thevenot quit the day after the meeting, and nothing in the record indicates the company would have been unwilling to engage in the interactive process had it been provided with the opportunity to do so.

C. Quit Due to Medical Necessity

Next, Thevenot argues that the ULJ erred in its determination that it was not medically necessary for him to quit when he did. The medical-necessity exception to ineligibility for unemployment benefits exists when the applicant quits “because the applicant’s serious illness or injury made it medically necessary that the applicant quit.” Minn. Stat. § 268.095, subd. (1)(7). The exception only applies if “the applicant informs the employer of the medical problem and requests accommodation and no reasonable accommodation is made available.” *Id.* While a health issue that fails to meet the

medically necessary test may constitute a good personal reason to quit, it does not entitle an applicant to unemployment benefits. *Kehoe v. Minn. Dep't of Econ. Sec.*, 568 N.W.2d 889, 891 (Minn. App. 1997) (stating that “[a] good personal reason does not equate with good cause” to quit (quotation omitted)).

In the findings of fact and decision, the ULJ stated:

The serious illness or injury exception also does not apply here. The evidence does not show that it was medically necessary for Thevenot to quit the employment. Both parties acknowledged that Thevenot could have continued to work with his restrictions until December 5, 2024. Thevenot chose to quit on October 25, 2024, but he could have continued to work three days per week with two days working remotely for the next five weeks. At the time that Thevenot quit, the evidence shows that it was not medically necessary for him to quit.

Thevenot argues that the ULJ’s ruling ignores “key factual issues” that he had anxiety and depression that he communicated to the company and that the rescission of his accommodations could have reasonably exacerbated his conditions. He contends that the record shows that he could not transition back to full-time within five weeks and that rescission of his accommodation exacerbated his mental-health symptoms and justified an immediate quit. Alternatively, Thevenot argues this court should remand because the ULJ did not adequately develop the record on the medical-necessity issue.

Thevenot asserts that his situation is “nearly identical” to the circumstances in *Gonzalez Diaz v. Three Rivers Community Action, Inc.*, 917 N.W.2d 813, 817 (Minn. App.

2018). *Gonzalez Diaz* addresses the childcare exception to ineligibility under the statute.¹ In that case, the relator received flexible shift scheduling and the ability to use paid time off to cover gaps in her schedule caused by a lack of childcare. *Id.* At a subsequent time, she was informed that she would need to return to her regularly scheduled hours. *Id.* A few days later, when she requested paid time off for a childcare issue, she was told to be on time the next scheduled day or she would be terminated. *Id.* The relator did not return to work, and the parties did not dispute that her lack of childcare was the reason she quit. *Id.* This court concluded that Gonzalez Diaz requested an accommodation, no accommodation was available for her, and therefore she met the statute's requirements. *Id.* at 818.

Here, similar to *Gonzalez Diaz*, the employer previously provided Thevenot flexibility and then advised him that it would not continue in the future. But that is where the similarities end. Unlike *Gonzalez Diaz*, Thevenot was provided five weeks' notice, he was not threatened with termination, and he quit the day after he was provided notice, not when the accommodation actually ended. Further, the relator's childcare issues in *Gonzalez Diaz* were well-documented, and the parties did not dispute that lack of childcare was the reason she quit. Thevenot provided no additional medical documentation before quitting or advise the company that his mental health required that he immediately quit.

¹ Minn. Stat. § 268.095, subd. 1(8), provides an exception to ineligibility based on a quit that applies when "the applicant's loss of child care for the applicant's minor child caused the applicant to quit the employment, provided the applicant made reasonable effort to obtain other child care and requested time off or other accommodation from the employer and no reasonable accommodation is available."

The ULJ's determination that, "At the time that Thevenot quit, the evidence shows that it was not medically necessary for him to quit," is supported by substantial evidence. The parties agreed that Thevenot could have continued working his reduced schedule for the next five weeks. Thevenot did not introduce any other evidence that conflicts with the evidence indicating that it was not medically necessary for him to quit on October 25. *Cf. Madsen v. Adam Corp.*, 647 N.W.2d 35, 38 (Minn. App. 2002) (concluding that relator's quit was medically necessary based in part on doctor's note).

In conclusion, the ULJ's determination that Thevenot quit for personal reasons is supported by substantial evidence, and the ULJ did not err in determining that Thevenot failed to meet a statutory exception to ineligibility when he quit his employment on October 25. Thevenot quit immediately after he was advised that he would be required to return full-time on December 5. It is undisputed that Thevenot could have continued to work his reduced schedule until December 5, but he quit on October 25 after he was informed about the upcoming change. We conclude that under any of the theories that Thevenot advances, these circumstances would not compel an average, reasonable worker to immediately quit.

D. Fair Hearing

Lastly, Thevenot argues that because the ULJ "did not ask Thevenot a single question about the state of his mental health after learning his accommodation would be rescinded," we should remand to further develop the record. A ULJ must conduct the hearing "as an evidence-gathering inquiry." Minn. R. 3310.2921 (2025). In doing so, the ULJ "must assist all parties in the presentation of evidence" and control the hearing "in a

manner that protects the parties' rights to a fair hearing." *Id.* This court will reverse a ULJ's decision for failure to conduct a fair hearing only if the ULJ employed an unlawful procedure or conducted the hearing in an arbitrary or capricious manner. Minn. Stat. § 268.105, subd. 7(d)(3), (6) (2024); *see also Wichmann v. Travalia & U.S. Directives, Inc.*, 729 N.W.2d 23, 27 (Minn. App. 2007) (rejecting argument that the ULJ did not conduct a fair hearing when it did not elicit testimony the relator felt should have been put into evidence because the ULJ gave the relator the opportunity to provide testimony, cross-examine witnesses, and give a closing statement).

In addition to providing Thevenot the opportunity to testify, cross-examine the company's witness, and give a closing statement, the ULJ asked Thevenot several times at different points in the proceeding if there was anything else he would like to add. Moreover, the ULJ did ask Thevenot why he did not continue to work for five more weeks and then leave in December if he felt like he could not return to work full-time. Thevenot responded:

I knew that that five (5) week timeframe was going to be unrealistic due to the ongoing treatment that I was receiving from my provider. I also did not anticipate how long-term treatment and recovery would be. And I did not—I had heard things from previous employees about the ways they were treated once they had put in their notice at the corporate office, and I didn't think with that on top of my mental health issues that I could tolerate that.

While the record is clear that Thevenot felt that it was unrealistic for him to return full-time five weeks later, at no time did he assert or provide evidence that it was medically necessary for him to quit on October 25. There is no support for the assertion that the

hearing procedure was unlawful or conducted in an arbitrary or capricious manner.

Thevenot was provided with a full and fair opportunity to present his case to the ULJ.

Affirmed.

HARRIS, Judge (dissenting)

I respectfully dissent because the decision of the unemployment-law judge (ULJ) rests on an incomplete factual record and fails to address two central questions presented by this appeal: (1) whether the respondent-employer Joseph Companies' abrupt rescission of relator Aaron Thevenot's disability accommodation, without offering any meaningful alternative, materially worsened his mental-health condition and created a medical necessity for him to resign on October 25; and (2) whether the employer unilaterally rescinded a previously approved disability accommodation before the expiration of the accommodation period that was agreed upon by the parties, thereby altering a term and condition of Thevenot's employment, which provided Thevenot with a good reason caused by the employer to quit under Minnesota Statutes section 268.095, subdivision 1(1) (2024). Because the ULJ did not adequately develop the record on these issues, and because the current findings are insufficient to permit meaningful appellate review, I would remand for further proceedings.

We may affirm the ULJ's decision or remand for further proceedings, or we may reverse or modify the decision if the substantial rights of the petitioner may have been prejudiced because the ULJ's

findings, inferences, conclusions, or decisions are (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 hearing record as submitted; or (6) arbitrary or capricious.

Minn. Stat. § 268.105, subd. 7(d).

On review of a ULJ's decision, we defer to the ULJ's credibility determinations and uphold the ULJ's findings of fact if supported by substantial evidence. Minn. Stat. § 268.105, subd. 7(d)(5) (2024); *Wilson v. Mortg. Res. Ctr., Inc.*, 888 N.W.2d 452, 460 (Minn. 2016). Substantial evidence is relevant evidence that “a reasonable mind might accept as adequate to support a conclusion, or more than a scintilla of evidence.” *Moore Assocs., LLC v. Comm’r of Econ. Sec.*, 545 N.W.2d 389, 392 (Minn. App. 1996). We review de novo whether the facts found by the ULJ constitute employment misconduct. *Schmidgall v. FilmTec Corp.*, 644 N.W.2d 801, 804 (Minn. 2002).

The ULJ found that “[b]oth parties provided testimony that was detailed, sincere, and plausible.” Although we defer to the ULJ's credibility determinations, that finding does not resolve the material factual disputes presented here. The parties offered differing accounts of key events, yet the ULJ did not explain which testimony was credited on those disputed facts or how the conflicting testimony was reconciled. As a result, it is difficult to discern the factual basis for the ULJ's ultimate conclusion and to determine whether that conclusion is supported by substantial evidence in the record.

I. The ULJ failed to sufficiently develop the record and make findings related to whether Thevenot established that it was medically necessary to quit.

Thevenot was eligible to receive unemployment benefits under the medical-necessity exception if he can establish that his “serious illness or injury made it medically necessary that [he] quit.” Minn. Stat. § 268.095, subd. 1(7) (2024). “This exception only applies if the applicant informs the employer of the medical problem and requests accommodation and no reasonable accommodation is made available.” *Id.* Here it is

undisputed that Thevenot requested a reasonable accommodation from his employer on September 10, 2024. There is also no dispute that Thevenot suffered from a serious illness. The record establishes that Thevenot had been diagnosed with depression and anxiety. These medical conditions are serious, as evidenced by Thevenot being hospitalized for the condition and then exhausting his FMLA leave after his hospitalization. Thevenot's physician noted that he was substantially limited in some major life activities because of his condition.¹ The fact that Thevenot both informed his employer of his medical condition and requested reasonable accommodation is beyond dispute and amply supported by the record.

The ULJ found that at the time Thevenot quit, it was not medically necessary for him to quit. However, the ULJ's decision contains no specific findings and no meaningful analysis addressing whether the employer's October 24 rescission of Thevenot's disability accommodation, without proposing any alternative accommodation, exacerbated Thevenot's mental-health symptoms and thereby created a medical necessity for him to quit on October 25. That omission is significant because the ULJ bears an affirmative obligation to "ensure that all relevant facts are clearly and fully developed." *See* Minn. R. 3310.2921 (2025) (stating in part that the unemployment law judge "must ensure that all relevant facts are clearly and *fully* developed"). The ULJ failed to satisfy that obligation. Although Thevenot, who appeared without counsel, provided some testimony about how

¹ Thevenot's testimony before the ULJ consistently corroborated the statements made by his physician regarding both the severity of his condition and its impact on his ability to work.

the accommodation rescission affected his mental health, the testimony was left undeveloped by the ULJ.

The record is full of references by both parties to the effect of this action on Thevenot's mental health. In response to the question, "What reason for quitting did you give your employer?", Thevenot stated, "They were unable to continue my accommodations, and I cannot work without them." In response to the question, "Why was it necessary to quit at the time you quit?", Thevenot explained that he could not continue working without his accommodation. Additionally, the record reflects the employer's account of the separation. In response to the question, "What reason did the applicant give you (the employer) for quitting?", the employer responded that "[Thevenot] stated in a resignation letter dated October 25, 2024, that he needed to 'choose his health over his employment.'"

At the hearing, the ULJ asked Thevenot to explain his decision to quit, and Thevenot stated: "I was called into a meeting with [employer witnesses], in which my reasonable accommodation was no longer going to be effective for the business, and *I was unable to continue employment without the reasonable accommodation.*" (Emphasis added.) Later in the hearing, Thevenot stated that he "went through the proper channels of getting a reasonable accommodation afforded to [him] by the ADA. Without such, [he] would be unable to do the jobs as [he] had done prior to needing the accommodation." The ULJ did not follow up or further inquire about this statement. The ULJ asked Thevenot why he did not continue to work a reduced schedule for the remaining five weeks and leave in December when he was expected to return to work full-time. Thevenot stated

I knew that five-week timeframe was going to be unrealistic *due to the ongoing treatment that I was receiving from my provider. I also did not anticipate how long-term treatment and recovery would be.* And I did not – I had heard things from previous employees about the ways they were treated once they had put in their notice at the corporate office, and *I didn't think with that on top of my mental health issues that I could tolerate that.*

(Emphasis added.)

Despite this testimony and the information in the record, the ULJ asked no follow-up questions related to the state of Thevenot's mental health after he learned that his accommodation would be rescinded. The ULJ did not inquire further after Thevenot testified that he feared differential treatment from the employer if it knew he intended to leave on December 5, or that such treatment, combined with his existing mental-health condition, would become intolerable. Nor did the ULJ ask whether the abrupt rescission of the accommodation itself worsened his symptoms or affected his ability to continue working safely through December 5.

This concern is compounded by the ULJ's credibility findings. "When the credibility of a witness testifying in a hearing has a significant effect on the outcome of a decision, the [ULJ] must set out the reason for crediting or discrediting that testimony." Minn. Stat. § 268.105, subd. 1a(a) (2024). Here, the ULJ's credibility findings related to disputed facts had "a significant effect on the outcome of [the] decision." *Id.* Thevenot disputes the ULJ's finding that he did not quit because of his mental health, which I would conclude significantly affects the ULJ's conclusion that it was not medically necessary for Thevenot to quit. Yet, the ULJ found all witnesses credible without providing reasons for

crediting or discrediting any witness or testimony. The ULJ's decision also does not explain which findings derive from Thevenot's testimony and which findings derive from the employer's witnesses' testimony. The ULJ's analysis of the medical-necessity exception reflects that the ULJ failed to focus on factual findings related to Thevenot's mental-health diagnosis and its effect on his decision to quit.

I would further conclude the record is undeveloped in other critical respects. Thevenot was never given a meaningful opportunity to obtain or submit medical evidence specifically addressing whether the employer's actions exacerbated his condition or rendered continued employment medically inadvisable. The employer, for its part, offered no testimony about what it knew about Thevenot's mental-health condition, whether it understood the accommodation to be connected to that condition, or whether it considered the potential impact that rescinding the accommodation could have on his symptoms. This oversight matters because the issue was not merely whether Thevenot technically could have remained employed on a reduced schedule through December 5, but whether the employer's conduct and the surrounding circumstances created a medical necessity for him to resign when he did.

For these reasons, I believe that the ULJ failed to adequately develop the factual record. And in my view, the existing record is insufficient to conclude that Thevenot failed to establish a medically necessary reason for quitting on October 25 despite the temporary continuation of a reduced schedule through December 5. For these reasons, I would remand the matter for further factual development and findings about whether rescission of the accommodation and the anticipated workplace consequences materially exacerbated

Thevenot's mental-health condition and rendered continued employment medically untenable.

II. The ULJ failed to sufficiently develop the record and make findings about whether the reasonable accommodation constituted a term of Thevenot's employment.

The record is not adequately developed as to whether the employer rescinded previously approved disability accommodation before the expiration of the accommodation period that was agreed upon by the parties. Because of this lack of development, we cannot determine whether the accommodation constituted a term of Thevenot's employment and whether the employer's unilateral decision to terminate the accommodation provided Thevenot with a good reason caused by the employer to quit under Minnesota Statutes section 268.095, subdivision 1(1).

The facts are largely undisputed. On September 10, 2024, Thevenot's medical provider requested a workplace accommodation permitting a reduced, remote work schedule because of a mental-health condition. The accommodation form stated that the accommodation should remain in effect for at least three months, at which point Thevenot could be reevaluated to determine whether the accommodation remained necessary. The employer approved the accommodation and allowed Thevenot to continue working under those conditions.

Minnesota law recognizes that an employee has good reason to quit when the employer materially breaches the terms of employment. *Bestler v. Travel Co.*, 398 N.W.2d 611, 613 (Minn. App. 1986). The ULJ concluded that Thevenot quit for "personal reasons" because he was upset that the accommodation was ending. In my view, that

characterization misidentifies the relevant inquiry. The question is not whether Thevenot experienced a personal reaction to the employer's decision. Nearly every employment dispute generates some personal response. Rather, the inquiry is whether the employer's conduct constitutes an adverse change in the employment relationship that would compel an average, reasonable worker to quit. *See* Minn. Stat. § 268.095, subd. 3(a) (2024). Here, there is a question as to whether the approved accommodation became part of the terms and conditions under which Thevenot agreed to continue his employment. If so, having accepted the accommodation request, the employer could reasonably expect Thevenot to rely on it. Likewise, Thevenot could reasonably expect that the employer would honor the accommodation for the duration approved by both the employer and his medical provider.

As an initial matter, the record is not properly developed as it relates to the nature of the accommodation. Respondent Minnesota Department of Employment and Economic Development (DEED) contends that the employer did not promise Thevenot permanent part-time employment or guarantee that his accommodation would remain in place for any defined period.² According to DEED, the accommodation merely reflected a temporary

² DEED also asserts that “there was no change” to Thevenot's employment conditions. This overlooks the undisputed fact that, at the time of his resignation, Thevenot was working under an approved accommodation that permitted him to work a reduced schedule partially remotely. Whatever the original terms of employment may have been when he was hired, those were not the conditions under which he was working when he resigned. The material change occurred when the employer announced that those accommodations would end before the reevaluation contemplated by the accommodation request. Additionally, accepting DEED's position depends on treating the accommodation as entirely discretionary and revocable at any moment. Under that theory, an employer could approve an accommodation request specifying a duration of several months, induce an employee to continue working while relying on that approval, and then terminate the

adjustment to Thevenot's preexisting full-time position and therefore did not alter the terms of his employment. In contrast, Thevenot argues that all parties understood that the accommodation was temporary, the duration of Thevenot's recovery was uncertain, the approved accommodation would remain in place for at least three months, and by approving the accommodation request, the employer committed to honoring those conditions through at least December 10, 2024, absent a subsequent reevaluation. The question the ULJ failed to address is whether the employer approved a reasonable accommodation that, by its terms, would remain in effect until reevaluation and then withdrew that accommodation before any such reevaluation occurred. DEED repeatedly characterizes the accommodation form's reference to reevaluation in three months as merely an "estimate" supplied by Thevenot's medical provider. But the record is not sufficiently developed to resolve that issue. The accommodation request was not simply a medical prognosis, it was a request for specific workplace modifications that the employer reviewed and approved. The record does not establish whether the three-month reevaluation date reflected only the provider's estimate of recovery, the anticipated duration of the accommodation itself, or a condition on which the employer's approval was based. Nor did the ULJ resolve the parties' understanding of the accommodation's duration at the time it was approved. Because the record does not clearly establish the nature of the approved accommodation or whether the employer withdrew it before the

accommodation days later without consequence because no express contractual promise existed. Such a view ignores the practical realities of the employment relationship and the reliance interests created by an approved accommodation.

contemplated reevaluation occurred, the ULJ's analysis leaves unresolved a material factual issue bearing directly on the reasonableness of the employer's actions and Thevenot's response to them.

Whether the accommodation was a term of employment is critical because the record establishes that Thevenot quit because of the revocation of the accommodation. Thevenot testified that he could not continue working without the accommodation and resigned after learning that it would no longer be available. Thevenot's resignation letter stated that he resigned because of his health needs and the loss of the accommodation that enabled him to meet those needs while remaining employed. The ULJ found Thevenot generally credible and identified no basis for rejecting that explanation. While the ULJ found that Thevenot quit for "personal reasons," the record establishes that Thevenot resigned because the employer prematurely terminated the accommodation, not because of some independent personal preference unrelated to the employment relationship. By focusing on Thevenot's emotional response rather than the employer's underlying conduct, the ULJ failed to analyze whether his resignation was a foreseeable consequence of the employer's decision to withdraw a workplace condition that had enabled him to perform his job and whether the employer's action constituted good reason caused by the employer.

In my view, the existing record is insufficient to conclude that Thevenot failed to establish a good reason to quit. As such, I would remand the matter to the ULJ for further factual development and findings about whether the reasonable accommodation constituted a term of Thevenot's employment and whether the employer's unilateral

decision to terminate the accommodation provided Thevenot with a good reason caused by the employer to quit under Minnesota Statutes section 268.095, subdivision 1(1).

In sum, the ULJ's findings are insufficient to permit meaningful appellate review because the ULJ failed to adequately develop the record on two issues central to this appeal: (1) whether the rescission of Thevenot's disability accommodation materially exacerbated his mental-health condition and created a medical necessity to resign; and (2) whether the employer's unilateral withdrawal of a previously approved accommodation constituted a substantial change in the terms and conditions of employment providing a good reason caused by the employer to quit, the ULJ's findings are insufficient to permit meaningful appellate review. The record contains evidence supporting both theories of eligibility, yet the ULJ neither fully developed the relevant facts nor made findings resolving the material disputes the parties presented. Without a sufficiently developed record and adequate findings, I cannot conclude that the denial of benefits is supported by substantial evidence. Accordingly, I respectfully dissent because I would reverse and remand to the ULJ for further proceedings, additional factual development, and findings addressing these issues.