

*This opinion is nonprecedential except as provided by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
A25-2006**

Hykeem Green,
Relator,

vs.

Zerorez, Inc.,
Respondent,

Department of Employment and Economic Development,
Respondent.

**Filed August 3, 2026
Affirmed
Wheelock, Judge**

Department of Employment and Economic Development
File No. 52064597-3

Hykeem Green, Eagan, Minnesota (pro se relator)

Zerorez, Inc., St. Louis Park, Minnesota (respondent employer)

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

Considered and decided by Larson, Presiding Judge; Wheelock, Judge; and Harris,
Judge.

NONPRECEDENTIAL OPINION

WHEELOCK, Judge

Relator challenges the determination of an unemployment-law judge (ULJ) that he
quit his employment and was therefore ineligible for unemployment benefits. We affirm.

FACTS

Relator Hykeem Green began employment with respondent employer Zerorez Inc. on April 2, 2025, as a full-time cleaning technician. On May 24, 2025, Green worked his final shift. Sometime during the last week of May, Green's father died and Green traveled to Jamaica to be with his family, make funeral plans, and handle his father's estate. Green informed his supervisor of his father's death, and Green's supervisor told him to "take the time he needed," although the company generally allowed only between three and five days of bereavement leave.

While Green was in Jamaica, he exchanged text messages with his supervisor regarding when he would return to work. Green indicated that he would return on June 11, but he did not appear for his shift that day or communicate with the employer. The next day, the supervisor texted Green, requesting an update. Green replied, explaining that he had not returned because he had "family stuff still going on." He also stated, "Honestly, I get it if Zerorez has to terminate. I just don't feel motivated to come back."

Between June 12 and June 25, the supervisor continued to text Green about returning to work and offered to work with Green about the timing of his return. Green advised that he could be at work on July 8, "definitely for sure." Green did not appear for work on July 8 and texted his supervisor that day, "just wanna let you know, man I don't think I'll be coming back my father left me some assets and I'm just gonna focus on that."

The same day, a human-resources agent for the employer sent an email to Green that stated, "[The supervisor] let me know you will not be returning so I have terminated

your employment effective today,” and provided separation information. Green did not respond to the email or text his supervisor again.

Green applied for unemployment benefits through respondent Minnesota Department of Employment and Economic Development (DEED).¹ Green indicated to DEED that he was discharged and explained that his manager kept pressuring him to come back to work and that he was not allowed the proper time to grieve his father’s death. He also stated that he received an email informing him that he was no longer employed with the company.

On August 14, 2025, DEED issued a determination of ineligibility for unemployment benefits because Green quit for a personal reason not related to his employment. Green requested a hearing, and at a hearing before a ULJ two weeks later, the human-resources agent appeared for the employer and explained that the employer understood Green’s July 8 text message to be a voluntary resignation. Green asserted that he did not quit. Green claimed that he told the manager he would not be coming back at the time the manager requested and that he felt pressured to return to work and was not given enough time to grieve the loss of his father. The ULJ inquired as to whether Green sought any medical care or therapy; Green confirmed he does not have any mental-health diagnoses.

When the ULJ asked why a “termination” email was sent if Green decided not to return, the human-resources agent explained that the employer sends an email to all

¹ DEED “is the primary responding party to any judicial action involving an unemployment law judge’s decision.” Minn. Stat. § 268.105, subd. 7(e) (2024).

employees who are leaving employment to confirm the date of separation and provide benefits and pay information, regardless of whether the employment ended voluntarily or involuntarily.

The ULJ determined that Green was not eligible for unemployment benefits because he quit for personal reasons and no exception applied. The ULJ did not credit Green's testimony that he was discharged, and the ULJ found that the text Green sent before the employer sent the separation email contained plain language indicating that he did not plan to return to work. The ULJ also found that, even if the employer misunderstood Green's text, Green did not respond to the separation email or otherwise clarify that he did not intend to quit.

On September 3, 2025, Green requested reconsideration of the ULJ's order, arguing that the order contained factual and legal errors as to whether he quit. He asserted that his departure from the company "was due to circumstances outside [his] control and should not be considered a voluntary quit." Green also stated that he remained willing to return to work after the disagreement about termination was resolved.

In an October 23, 2025 decision, the ULJ affirmed the order because Green's final text message to his supervisor and lack of subsequent communication supported the ULJ's finding that Green quit.

Green appeals.

DECISION

In Green's principal brief, he argues that the ULJ erred by determining that he was discharged for misconduct. But the ULJ did not determine that Green was discharged for

misconduct; the ULJ determined that he quit. Green argues in his reply brief that he did not quit because his final text message was not an unequivocal resignation and that the employer's final email to him demonstrates that he was terminated. Generally, issues not raised or argued in a principal brief cannot be raised in a reply brief. *Moorhead Econ. Dev. Auth. v. Anda*, 789 N.W.2d 860, 887 (Minn. 2010). "But we have considered issues or theories a party failed to raise in its principal brief, especially when those theories were argued [to the original decisionmaker] and both parties addressed the theory in their briefs." *Id.* Because the parties made arguments to the ULJ regarding whether Green quit, DEED briefed the issue, and Green's reply brief makes relevant arguments, we address those arguments.

When reviewing a ULJ's benefits-eligibility decision, 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) (2024).

"We review de novo a ULJ's determination that an applicant is ineligible for unemployment benefits." *Fay v. Dep't of Emp. & Econ. Dev.*, 860 N.W.2d 385, 387 (Minn. App. 2015) (quotation omitted). In so doing, we review "a ULJ's 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). "Substantial evidence is (1) such relevant evidence as a reasonable mind might accept as adequate to support a conclusion;

(2) more than a scintilla of evidence; (3) more than some evidence; (4) more than any evidence; or (5) the evidence considered in its entirety.” *Dourney v. CMAK Corp.*, 796 N.W.2d 537, 539 (Minn. App. 2011) (quotation omitted).

Ineligibility for unemployment benefits is governed by Minnesota Statutes section 268.095 (2024). An applicant for unemployment benefits is ineligible for benefits if they quit their employment unless an exception applies. Minn. Stat. § 268.095, subd. 1.² “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 ULJ determines whether a quit occurred based on a preponderance of the evidence. *See* Minn. Stat. § 268.031, subd. 1 (2024).

“Whether an employee has been discharged or voluntarily quit is a question of fact subject to our deference.” *Stassen v. Lone Mountain Truck Leasing, LLC*, 814 N.W.2d 25, 31 (Minn. App. 2012); *see also Ward v. Delta Airlines*, 973 N.W.2d 649, 652 (Minn. App. 2022) (“Whether an employee quit is a question of fact for the ULJ. This court will not disturb a ULJ’s findings if the evidence substantially sustains them.” (citation omitted)), *rev. denied* (Minn. June 21, 2022). “When witness credibility and conflicting evidence are at issue, we defer to the decisionmaker’s ability to weigh the evidence and make those determinations.” *Nichols v. Reliant Eng’g & Mfg., Inc.*, 720 N.W.2d 590, 594 (Minn. App. 2006).

² The ULJ’s order addressed whether Green had a good reason to quit caused by the employer under section 268.095, subdivision 3, and whether it was medically necessary for him to quit under section 268.095, subdivision 1(7). Green did not assert that either exception applied before the ULJ or on appeal.

Green first argues that a quit requires a clear and unequivocal resignation and that his July 8 text message expressed uncertainty. Green provides no legal authority supporting the proposition that a quit must be clear and unequivocal. A quit is a question of fact that the ULJ determines based on a preponderance of the evidence. *See* Minn. Stat. § 268.031, subd. 1. And we will affirm the ULJ’s finding that Green quit so long as it is supported by substantial evidence. *See Ward*, 973 N.W.2d at 652. Because the parties presented conflicting evidence as to whether Green quit, the ULJ had to make a credibility determination.

The ULJ received evidence that, after much back and forth, Green told his supervisor that he could return to work on July 8 “definitely for sure,” but that Green did not appear for work that day and instead texted his supervisor, “just wanna let you know, man I don’t think I am going to be coming back my father left me some assets and I’m just gonna focus on that.” The ULJ determined that these statements constituted a resignation in plain language. The ULJ also made a factual finding that Green never followed up again or otherwise indicated to the employer that he planned to return to work, and the ULJ determined that this further supported the finding that Green quit.

Green cites *Stassen* to support his position that the ULJ’s finding that he quit was erroneous. In *Stassen*, the employee sent an email that was “reasonably interpret[ed] as resignation.” 814 N.W.2d at 31. The email explained the employee’s current employment “transition” and said that “several matters . . . make continuing on extremely unpleasant,” among other statements. *Id.* The employee claimed that he did not quit and was instead attempting to gain support or invite negotiation for a severance. *Id.* We upheld the ULJ’s

finding, stating that “the most logical conclusion is that Stassen intended to quit.” *Id.* Contrary to Green’s assertion, *Stassen* supports the ULJ’s finding here because Green’s text message was also reasonably interpreted as a resignation.

Next, Green argues that the employer’s email confirming his separation demonstrates that the employer, not Green, ended the employment relationship. The subject line of the email stated, “Termination of Employment,” and the body stated, “[The supervisor] let me know you will not be returning so I have terminated your employment effective today.”

Section 268.095, subdivision 5, states that a “discharge from employment 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.” At the hearing, the human-resources agent testified that that a “termination” email is sent to everyone whose employment is ending to confirm the date of separation and to provide benefits and pay information. The ULJ credited that testimony and found that the email “confirm[ed] Green’s resignation” rather than effected a discharge by the employer.

The ULJ’s finding that Green resigned via text message *prior* to the email supports their conclusion as to the separation email. While that email, outside of the context here, may appear to communicate that the employer was discharging the employee, the ULJ’s finding that it was merely a confirmation of Green’s decision to quit is supported by the record and within the ULJ’s purview of credibility determinations. The ULJ also found it significant that, if Green’s text message was misconstrued and he did not intend to quit,

Green could have responded to the email or attempted to correct the misunderstanding, but he did not.

Green cites *Nichols*, but that opinion also supports the ULJ's decision. In *Nichols*, the relator informed the supervisor that she had to leave work, then gathered up her belongings and left without communicating with her employer for two days. 720 N.W.2d at 594. The ULJ rejected the relator's argument that her employer had a duty to contact relator to ascertain if she truly intended to quit or not. *Id.* The ULJ in *Nichols* found that the relator's statements were indicative of someone who was leaving employment and that her failure to contact her employer or return to work for two days supported their finding that the relator had quit. *Id.* at 594-95. We determined that the ULJ's conclusion was supported by the record. *Id.* at 595. Similarly, Green made statements to the employer that indicated he was leaving employment and after which he did not contact the employer again. The ULJ's finding that the "termination email" the employer sent was a confirmation of Green's decision to quit is supported by substantial evidence.

Because the ULJ's finding that Green quit is supported by substantial evidence in the record, we affirm the ULJ's determination that Green is ineligible for unemployment benefits.

Affirmed.