

*This opinion is nonprecedential except as provided by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
A22-0150**

Joshua Winne,
Relator,

vs.

J & G Holdings, LLC,
Respondent,
Department of Employment and Economic Development,
Respondent.

**Filed November 14, 2022
Affirmed
Reyes, Judge**

Department of Employment and Economic Development
File No. 47749155-4

Joshua Winne, Minneapolis, Minnesota (pro se relator)

J & G Holdings, LLC, Henrietta, New York (respondent employer)

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

Considered and decided by Reyes, Presiding Judge; Larkin, Judge; and Reilly,
Judge.

NONPRECEDENTIAL OPINION

REYES, Judge

Relator challenges the decision by an unemployment-law judge (ULJ) that he was ineligible for unemployment benefits when he quit his job without a good reason caused by his employer after being assigned to a new location. We affirm.

FACTS

Relator Joshua Winne worked as a part-time employee at respondent J & G Holdings, LLC, from 2017 to December 2020. The company provided cleaning services for a Ford dealership in New Brighton. Relator worked as a cleaner there for about 20 hours per week, with a final rate of pay of \$14.50 per hour. Because relator did not have his own transportation, he relied on a friend who worked in the same area to drive him to work.

On December 1, 2020, J & G informed relator that the Ford dealership decided not to renew its contract with J & G. J & G offered relator a new assignment to clean a Honda dealership in Coon Rapids. Relator would work 18 to 24 hours there every week. The pay rate remained the same, and he would continue to work with the same co-workers. Relator accepted the new assignment after visiting the Honda dealership with his manager. However, relator did not show up for the scheduled training on January 2, 2021, and did not respond to J & G's phone calls. Relator's last day cleaning at the Ford dealership was December 31, 2020. He never worked at the Honda dealership.

Relator applied for unemployment benefits with respondent Department of Employment and Economic Development (DEED), which determined that he was eligible

because he was on assignment until January 3, 2021, when J & G asked him “to work at a location that was not suitable and would cause an average worker to quit.” J & G appealed that determination and requested a hearing before a ULJ.

The ULJ determined that relator quit his employment without a good reason caused by the employer. The ULJ took judicial notice that the Ford dealership was 12.6 miles from relator’s residence, whereas the Honda dealership was 11.4 miles from relator’s residence. While the Honda dealership was 1.2 miles closer to relator’s home than the Ford dealership, it was in a different direction, and relator could no longer get his friend to drive him there. Relator also decided against using rideshare services such as Uber and Lyft because the cost would be too high. This determination resulted in an overpayment of unemployment benefits in the amount of \$4,998. Relator requested reconsideration, and the ULJ affirmed. This certiorari appeal follows.

DECISION

Relator claims that he is entitled to unemployment benefits because he quit for a good reason caused by his employer J & G. We disagree.

“An applicant who quit employment is ineligible for all unemployment benefits” unless an enumerated exception applies, one being a good reason caused by the employer. Minn. Stat. § 268.095, subd. 1 (2020). A “good reason caused by the employer for quitting” is a reason that (1) is directly related to the employment and for which the employer is responsible; (2) is adverse to the worker; and (3) would compel an average, reasonable worker to quit and become unemployed rather than remain employed. *Id.*, subd. 3(a). Furthermore, “[i]f the applicant is subject to adverse working conditions by the employer,

the applicant must complain to the employer and give the employer a reasonable opportunity to correct the adverse working conditions before that may be a good reason caused by the employer for quitting.” *Id.*, subd. 3(c).

“We review de novo a ULJ’s determination that an applicant is ineligible for unemployment benefits. And we review findings of fact in the light most favorable to the ULJ’s decision and will rely on findings that are substantially supported by the record.” *Fay v. Dep’t of Emp’t & Econ. Dev.*, 860 N.W.2d 385, 387 (Minn. App. 2015) (quotation omitted). “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).

As an initial matter, relator does not dispute that he quit employment with J & G on January 2, 2021. The only issue on appeal is whether he quit for a good reason caused by his employer.

Relator first argues that working at the Honda dealership would decrease his hours by 30 percent due to not having work on Sundays. This is an issue of fact which we defer to the ULJ’s findings and credibility determinations. *Ywswf v. Telepan Wireless Servs, Inc.*, 726 N.W.2d 525, 531 (Minn. App. 2007). At the hearing, relator testified that he worked 20 hours a week at the Ford dealership and that he would have worked three to four days a week for six hours a day at the Honda dealership. Based on relator’s own testimony, he would have worked 18 to 24 hours a week at the Honda dealership even though it would be closed on Sundays. Relator’s testimony is consistent with J & G’s testimony that relator’s pay at the new job would remain the same. The record therefore

supports the ULJ's finding that relator's hours and pay would remain the same at the Honda dealership.

Relator next argues that the cost of transportation to the Honda dealership would be too high. Whether an increase in transportation expenses constitutes good cause to quit is an issue of law that we review *de novo*. *Menyweather v. Fedtech, Inc.*, 872 N.W.2d 543, 545 (Minn. App. 2015).

Relator's argument fails to satisfy the first prong of the good-cause-to-quit exception because, transportation to work is neither his employer's responsibility nor directly related to his performance as a cleaner. Relator does not claim, and the record does not show, that he had any agreement with J & G conditioning his employment upon his ability to secure transportation. "In the absence of contract or custom imposing an obligation of transportation upon the employer, transportation is usually considered the problem of the employee." *Hill v. Cont. Beverages, Inc.*, 240 N.W.2d 314, 316 (Minn. 1976); *see also Werner v. Med. Prof'ls LLC*, 782 N.W.2d 840, 842 (Minn. App. 2010), *rev. denied* (Minn. Aug. 10, 2010) (holding that transportation was ultimately employee's responsibility when it had no direct relation to her performance at work). Like relator, the employee in *Hill* had no car and no public transportation to get to work. 240 N.W.2d at 315. He shared a ride with a co-worker until that co-worker was transferred to a different shift. *Id.* He then could not obtain transportation from anyone else and eventually quit. *Id.* Before he took the job, the employer had orally assured him that he could "find a ride certainly with someone." *Id.* at 315-16. The supreme court held that no fault can be

attributed to the employer due to the unavailability of transportation on a different shift, and as a result, the employee quit without good cause. *Id.*

Relator cannot meet the second prong because a decrease in distance between work and his residence is not objectively adverse to him. In *Werner*, we held that an increase of 17 miles in an employee's round-trip commute was not objectively adverse to the employee. 782 N.W.2d at 843. Here, relator's new job at the Honda dealership was 1.2 miles closer to his home than the Ford dealership. That relator cannot obtain transportation is a circumstance personal to him and does not factor into the determination of the adversity requirement. *See Werner*, 782 N.W.2d at 843.

On the third prong, we conclude that the change in workplace would not have compelled "an average, reasonable worker to quit and become unemployed rather than remaining in the employment." Minn. Stat. § 268.095, subd. 3(a)(3). To compel is to "cause or bring about by force, threats, or overwhelming pressure." *Werner*, 782 N.W.2d at 842 (quoting *Black's Law Dictionary* 321 (9th ed. 2009)). The standard here is an objective, reasonable-person standard of the claimant. *Id.* For the same reasons that the adversity requirement fails, relocation of work to a place that is closer to the employee's home would not compel an average, reasonable person to quit employment. *See id.* Relator's personal reason to quit does not constitute a "good reason caused by the employer for quitting" under our caselaw. *Id.*

Finally, even if relator had a good reason to quit, he would still be ineligible for unemployment benefits because he did not notify J & G and give them a reasonable opportunity to cure the adverse working conditions by, for instance, assigning him to

another more convenient location. At the hearing, J & G testified that relator gave no notice of quitting. Relator initially agreed to accept the new job but failed to show up and did not contact J & G after that. Despite relator's contrary testimony, the ULJ found J & G's testimony more credible because it was "more specific, detailed, and logical." Credibility determinations "are the exclusive province of the ULJ and will not be disturbed on appeal."

Bangtson v. Allina Med. Grp., 766 N.W2d 328, 332 (Minn. App. 2009).

Because the record supports the ULJ's findings and its determination that relator did not quit his employment at J & G due to a good reason caused by J & G, we affirm.

Affirmed.