IN THE SUPREME COURT OF THE STATE OF DELAWARE

MARY BENJAMIN,	§	
	§	No. 157, 2013
Plaintiff Below,	§	
Appellant,	§	Court Below – Superior Court
	§	of the State of Delaware,
v.	§	in and for New Castle County
	§	C.A. No. 12A-04-001
NET, INC. and UNEMPLOYMENT	§	
INSURANCE APPEALS BOARD,	§	
	§	
Defendants Below,	§	
Appellees.	§	

Submitted: July 10, 2013
Decided: July 31, 2013

Before **HOLLAND, BERGER** and **RIDGELY**, Justices.

This 31st day of July 2013, it appears to the Court that:

1) The claimant-appellant, Mary Benjamin ("Benjamin"), appeals from a Superior Court decision affirming the Unemployment Insurance Appeal Board ("the Board") denial of unemployment benefits for her, on the basis that Benjamin voluntarily resigned from her employment with Employer-appellee, Northeast Treatment Centers, Inc. ("NET").

2) Benjamin raises one claim on appeal. She asserts that the Superior Court erred in affirming the Board's decision to deny her unemployment benefits because she contends there was not substantial evidence in the record which demonstrated that Benjamin voluntarily

resigned from her position of employment with NET. We have concluded that substantial record evidence supports the Superior Court's judgment in favor of NET. Therefore, the judgment of the Superior Court must be affirmed.

3) Benjamin was employed as a youth counselor with NET from December 5, 2007 to September 7, 2011. Benjamin's employment ended pursuant to settlement negotiations between the parties for Benjamin to dismiss discrimination charges she filed against NET with the Delaware Department of Labor. The parties signed a settlement agreement which provided for Benjamin's voluntary resignation, in exchange for the payment of $5,000.00. In addition, NET was to provide Benjamin with her accrued vacation time and health insurance and prescription benefits until December 31, 2011.

4) Under the settlement agreement's terms, the parties were to enter into an independent general release.[1] NET's obligations to provide Benjamin's health and prescription benefits were contingent upon execution of a general release. The settlement agreement sets September 8, 2011 as

[1] "Respondent and Charging Party agree to enter into an independent general release that the DDOL shall not enforce nor be a party to." A copy of the proposed General Release is included the Appendix to Benjamin's Opening Brief.

Benjamin's resignation date pending full execution of a general release, as follows:

> Charging Party agrees to a voluntary resignation from her employment with Respondent as of September 8, 2011 and will provide Respondent with a resignation letter indicating September 8, 2011 as a resignation date pending the full execution of Respondent's General Release.

5) Counsel for NET emailed Benjamin's attorney a general release for Benjamin to sign. Benjamin testified that after reviewing the general release she was not satisfied with its terms and did not sign it. Benjamin informed her attorney that she—Benjamin—would not execute the release and "decided to drop the mediation process" in favor of returning to work if she could. According to Benjamin, she did not realize the general release would affect her ability to benefits. On September 22, Benjamin's attorney informed NET's attorney that Benjamin refused to sign the release.

6) NET's attorney replied that, without the signed general release, NET would not provide health insurance benefits after the end of September. NET's attorney also stated that NET accepted Benjamin's "voluntary oral resignation . . . made on September 8, 2011. . . in the presence of and through [her] attorney." On the same day, Benjamin wrote a letter to the Department of Labor explaining that she did not execute the general release because she felt concerned about its potential to (i) affect her ability to file

workers' compensation claims and (ii) force her to pay for benefits through a COBRA plan. Benjamin also claimed she refused to execute the general release because she felt the process was rushed.

7) In October, 2011 Benjamin filed a claim for unemployment benefits with the Board. A claims deputy denied her claim for the receipt of benefits due to her resignation without good cause from her employment with NET. Benjamin filed an appeal of the claims deputy's denial and an appeals referee affirmed the claims deputy's decision. Benjamin then filed an appeal to the full Board. The full Board affirmed the appeals referee's decision.

8) The Board relied upon Benjamin having signed the settlement agreement in consideration for her resignation as the basis for its conclusion that she voluntarily quit her employment without good cause. Specifically, the Board found the following:

> In this case, [Ms. Benjamin] worked as a youth counselor for [NET] from 2007 until September 8, 2011. On that date, as part of a mediation before the Division of Industrial Affairs, [Benjamin] and [NET's] representative signed a Settlement Agreement that stated that [Benjamin] agreed to "a voluntary resignation from her employment . . . as of September 8, 2011 . . . . " [citation omitted] [Benjamin] had no further contact with [NET], nor did she come to work, until two weeks later, on September 22, 2011, when [Benjamin's] then-attorney informed [NET] that she was not signing the General Release. It is clear from the record that [Benjamin] signed a settlement agreement on September 8, 2011 indicating that she intended to resign

> voluntarily as of that day. Some two weeks later, she changed her mind. [NET] had already accepted her resignation and sent [Benjamin's] attorney the General Release as agreed upon. Based on the evidence before it, the Board is convinced by a preponderance of the evidence that [Benjamin] voluntarily quit her employment, and that she did so without good cause in connection with her work.

9) Benjamin filed an appeal with the Superior Court, which affirmed the Board's decision. This appeal followed.

10) We examine the record for errors of law and to determine whether substantial evidence exists to support the Board's findings of fact and conclusions of law.[2] Conclusions of law are reviewed *de novo*.[3] Absent an error of law, the standard of review of a Board's decision is abuse of discretion.[4] "The Board has abused its discretion only when its decision has 'exceeded the bounds of reason in view of the circumstances.'"[5] When a review of the entire record reveals that the Board's decision "did not exceed the bounds of reason in light of the circumstances," it will not be reversed on appeal.[6]

11) In this case, the Board found that Benjamin voluntarily resigned from her position with NET without good cause. Under Delaware law, an

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[2] *Person-Gaines v. Pepco Holdings, Inc.*, 981 A.2d 1159, 1161 (Del. 2009).
[3] *Id.*
[4] *Id.*
[5] *Id.* (internal citation omitted).
[6] *See id.*

employee is ineligible for unemployment benefits if he or she voluntarily resigns or quits without good cause attributable to their position.[7]

12) Benjamin claims that she should not have been denied unemployment benefits because she never resigned from her position with NET. Benjamin argues that according to the terms of the settlement agreement her resignation was conditional on accepting the terms of NET's general release. When Benjamin later refused to sign the release, she concludes that her earlier settlement agreement was void such that she had effectively not resigned pursuant to the settlement agreement.

13) When asked why she did not arrive at work after September 8, 2011, Benjamin states that it was because she thought that she had the option to return to her job if she did not want to sign NET's general release. Benjamin argues that NET implicitly had the same understanding of the settlement terms because it felt the need to call her to inform her that she would not be welcome to return to her old job.

14) In its Answering Brief, NET argues the following based on the language of the signed agreement: "the written agreement signed by Benjamin states that Charging Party agrees to a voluntary resignation from her employment with Respondent as of September 8, 2011 . . . Contrary to

[7] Del. Code Ann. tit. 19, § 3314(1).

her assertion, the language that follows in the agreement does not modify that statement of fact, nor does it state that the resignation is contingent upon reaching a separate agreement on the terms of a general release. While Benjamin did not comply with her obligation to subsequently provide a resignation letter, her failure to fulfill her obligation did not reinstate her employment. Rather, her failure to return to work for two weeks after signing the agreement demonstrates that the UIAB had more than an adequate factual basis to conclude that she had resigned her employment on September 8, 2011." The Board and the Superior Court concluded that the factual record supported NET's argument. We agree.

15) "Substantial evidence has been defined to mean, 'such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.'"[8] The Board found that when Benjamin agreed to the settlement she voluntarily resigned her position, and bound herself to the future performances of sending an official resignation letter and signing a release for her lawsuit against NET. There is substantial record evidence to support the Board's findings that Benjamin voluntarily resigned her employment by signing the Settlement Agreement and failing to attend work after September 8, 2011.

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[8] *Olney v. Cooch*, 425 A.2d 610, 614 (Del. 1981) (quoting *Consolo v. Federal Maritime Commission*, 383 U.S. 607, 620 (1966)).

NOW, THEREFORE, IT IS HEREBY ORDERED the judgment of the Superior Court is AFFIRMED.

BY THE COURT:

/s/ Randy J. Holland
Justice