IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

MARK BOISSONNEAULT Plaintiff, v. DELAWARE PODIATRIC MEDINICINE, P.A., JACOB HANLON, AND REBECCA HANLON, Defendant.	)	C.A. No. N24C-08-300 DJB

Date Submitted: July 15, 2025
Date Decided: September 26, 2025

ORDER ON DEFENDANTS JACOB AND REBECCA HANLON'S MOTION TO DISMISS – GRANTED

On this 26th day of September, 2025, upon consideration of Defendant Mark Boissonneault's Motion to Dismiss,[1] Plaintiff's Response,[2] the arguments of counsel,[3] supplemental briefing,[4] and the entire record in this case, it appears to the Court that:

[1] *Mark Boissonneault v. Delaware Podiatric Medicine, P.A., Jacob Hanlon, and Rebecca Hanlon*, N24C-08-300 DJB, Superior Court Civil Docket Item (hereinafter "D.I.") 29.
[2] D.I. 34.
[3] D.I. 37.
[4] D.I. 38, 40.

1. This action arises from an employment agreement ("the Agreement") between Plaintiff Mark Boissonneault and Defendants Delaware Podiatric Medicine, P.A. (hereinafter "DPM"), Jacob Hanlon, and Rebecca Hanlon (collectively "the Hanlon defendants").[5]

2. Plaintiff entered into the Agreement with DPM "on or around January 6, 2023."[6] Per the Agreement, Plaintiff began working as a podiatrist at DPM on July 10, 2023.[7] The Agreement provided Plaintiff employment at DPM for a period of three years. Plaintiff's employment could only be terminated by DPM prior to the end of that term for the following reasons:

> (1) [m]utual agreement of Employer and Employee; (2) Employee's death; (3) Employee's 'permanent disability;' (4) Employee's retirement; (5) Employer's discharge of Employee for 'Due Cause;' or (6) Employer's ceas[ing] to conduct business for any reason.[8]

The Agreement defines "Due Cause" as any of the following:

> (1) "a material breach of any Employee's obligations; (2) willful or gross negligent or willful or gross misconduct resulting in harm to a patient and/or Employer; (3) Employee's conviction of a 'felony or any crime or offense involving dishonesty or moral turpitude;' (4) 'the loss, suspension, or withdrawal of Employee's license to dispense or prescribe narcotic drugs in Delaware;' (5) 'the loss, suspension, or withdrawal of Employee's license to practice podiatric medicine in

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[5] As a professional association rendering services from doctors of podiatric medicine, DPM is treated like a corporation for the purposes of attributing liability pursuant to 8 *Del. C*. §§ 603, 608.
[6] Plaintiff's Complaint ("Compl.") at ¶ 13, D.I. 1.
[7] *Id.* at ¶¶ 6-10.
[8] *Id.* at ¶¶ 13, 15; Exhibit A.

> Delaware;' or (6) 'the loss, suspension, or withdrawal of Employee's rights to participate in Medicare.'[9]

3. Per the Agreement, DPM was to pay Plaintiff a gross annual salary of $135,000.[10] The Agreement additionally provided Plaintiff with an incentive, or bonus, if DPM received renumeration from Plaintiff's clients in excess of $270,000 in one year.[11] In that event, Plaintiff's bonus would equal 35% of any amount received more than $270,000.[12] If terminating an employee for due cause, the Agreement required DPM to provide written notice to "specify the act or acts" giving rise to termination.[13]

4. Plaintiff was terminated after almost one year of employment with DPM.[14] DPM delivered a termination letter to Plaintiff, which read:

> This letter shall serve as a termination notice pursuant to your Employment Agreement with Delaware Podiatric Medicine, P.A., dated January 5, 2023. Pursuant to the terms of [the Agreement] as well as this termination letter, we are allowing you sixty (60) days notice to effectively seek new employment. As such, July 29, 2024 [sic] will be your last day of work for this practice. These conditions are subject to and binding by all of the terms of the Employment Agreement including continued patient case, confidentiality of records and, *inter alia*, return of all property owned by Delaware Podiatric Medicine.[15]

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[9] *Id*. at ¶ 16; Exhibit A, Section 15.
[10] *Id.* at ¶ 19; Exhibit A, Section 8.
[11] *Id.* at ¶ 20; Exhibit A, Section 10.
[12] *Id.*
[13] *Id.* at ¶ 17-8.
[14] *Id.* at ¶ 33.
[15] *Id.* at ¶ 33, 35; Exhibit D.

Plaintiff was given verbal explanation for his termination: that his employment "did not work out" because "sometimes it is just not a good fit."[16]

5. As a result of termination, Plaintiff filed the initial Complaint on August 21, 2024.[17] Plaintiff brought both a breach of contract and *quantum meruit* claim against DPM.[18] The breach of contract claim alleges a breach in two manners: that DPM terminated the contract early in violation of the Agreement, and that Plaintiff is still owed $68,635.76 from DPM upon termination in the form of incentives, or bonus pay, withheld.[19] Had Plaintiff not been terminated early, the Amended Complaint alleges he would have earned an additional $202,500 in salary, not including additional performance based bonuses.[20]

6. In lieu of an Answer, Defendant filed its first Motion to Dismiss on September 26, 2024.[21] Upon review of the Motion,[22] Plaintiff's Response,[23] Defendant's Reply,[24] and after hearing oral argument,[25] the Court denied Defendant's Motion with respect to the breach of contract action and, because Plaintiff could not

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[16] *Id.*
[17] D.I. 1.
[18] *Id.*
[19] *Id.* at ¶ 42.
[20] *Id.* at ¶ 43.
[21] D.I. 5.
[22] *Id.*
[23] D.I. 8
[24] D.I. 9
[25] D.I. 10.

simultaneously plead both a cause of action for breach of contract and *quantum meruit*, the *quantum meruit* claim was dismissed.[26]

7. Following the Court's decision, Defendant filed its Answer to the initial Complaint on December 30, 2024.[27] The Court then issued a scheduling order setting trial dates and discovery deadlines.[28]

8. On April 2, 2025, Plaintiff filed a timely Motion to Amend the Complaint.[29] Plaintiff's request to include a cause of action under the Delaware Wage Payment & Collections Act and the Workers' Compensation Law, in addition to the already alleged breach of contract action, was granted on April 14, 2025.[30] Plaintiff filed the Amended Complaint on April 16, 2025.[31]

9. On May 6, 2025, in lieu of an Answer, Defendant filed a Motion to Dismiss the allegations against the Hanlon defendants on the basis that Plaintiff fails "to establish the personal, individual conduct of Dr. Hanlon, warranting his inclusion in Breach of Contract or Wage Payment claims," and does not "establish personal,

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[26] *See Boissonneault v. Delaware Podiatric Medicine, P.A.*, 2024 WL 5055538 (Del. Super. Dec. 9, 2024), D.I. 11.
[27] D.I. 12.
[28] D.I. 19.
[29] D.I. 20.
[30] D.I. 25, 27. Defendant DPM did not oppose the motion to amend.
[31] D.I. 28.

individual (non-business) conduct warranting Mrs. Hanlon's inclusion in the Breach of Contract claim."[32]

10. DPM filed an Answer on May 6, 2025.[33] The Answer also raised a breach of contract counterclaim against Plaintiff for allegedly breaching two clauses in Section 4, of the Agreement, titled "Duties, Responsibilities, and Personal Conduct."[34] Plaintiff responded denying the allegations in the counterclaim.[35]

11. On May 27, 2025, Plaintiff responded to Defendant's counterclaim.[36] On June 3, 2025, Plaintiff filed its Response to Defendant's instant Motion to Dismiss.[37] Plaintiff's filing includes a cross-motion seeking leave to amend the Amended Complaint, to "assert more particularized facts regarding Jacob Hanlon's individual involvement and Plaintiff's workers' compensation claim."[38] Defendant filed an Opposition to that request on June 16, 2026.[39]

12. All parties were present at the July 10, 2025, oral argument on Defendant's Motion to Dismiss the Hanlon Defendants. Plaintiff maintained the position that the Hanlon Defendants are subject to individual liability even though the lawsuit

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[32] D.I. 29.
[33] D.I. 30.
[34] *Id.*
[35] D.I. 33.
[36] *Id.*
[37] D.I. 34.
[38] *Id.*
[39] D.I. 36.

concerns a dispute between Plaintiff and a business.[40] The Court asked Plaintiff to provide case law supporting that proposition by July 10, 2025.[41] Plaintiff timely filed its supplemental briefing.[42] Defendant responded on July 15, 2025.[43] The matter is now ripe for a decision.

13. Under Superior Court Civil Rule 12(b)(6), the Court must decide whether there are any reasonably conceivable set of circumstances, susceptible of proof, upon which a plaintiff may recover.[44] Pursuant to Rule12(b)(6), the Court may accept all well pleaded factual allegations as true, accept even vague allegations as "well pleaded" if they give the opposing party notice of the claim, and can draw all reasonable inferences in favor of the non-moving party. The Court will not dismiss a claim unless a plaintiff would not be entitled to recover under any reasonably conceivable set of circumstances.[45] While the Court cannot accept unsupported, conclusory allegations or draw unreasonable inferences in favor of the non-moving

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[40] D.I. 37.
[41] *Id.*
[42] D.I. 38.
[43] D.I. 40.
[44] *Vinton v. Grayson*, 189 A.3d 695, 700 (Del. Super. 2018) (quoting Super. Ct. Civ. R. 12(b)(6)).
[45] *Id.* (quoting *Central Mortgage Co. v. Morgan Stanley Mortg. Capital Holdings LLC*, 27 A.3d 531, 535 (Del. 2011)).

party,[46] "if any reasonable conception can be formulated to allow Plaintiffs' recovery, the motion must be denied."[47]

14. A plaintiff has the burden to plead facts establishing a court's personal jurisdiction in its complaint. When jurisdiction is challenged, a plaintiff shoulders the burden to prove jurisdiction is proper.[48]

15. As a threshold matter, individuals are shielded from personal liability when acting within the scope of their employment with a business.[49] "It is only the exceptional case where a court will disregard the corporate form…" and impose personal liability.[50] "[P]ersuading a Delaware Court to disregard the corporate entity

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[46] *Intermec IP Corp. v. TransCore, LP*, 2021 WL 3620435, at *11 (Del. Super. Ct. Aug. 16, 2021) (citing *Prince v. E.I. DuPont de Nemours & Co.*, 26 A.3d 162, 166 (Del. 2011), overruled on other grounds by *Ramsey v. Ga. S. Univ. Advanced Dev. Ctr.*, 189 A.3d 1255, 1277 (Del. 2018)).

[47] *Vinton*, 189 A.3d at 700 (citing *Cent. Mortg. Co*., 27 A.3d at 535)).

[48] *Green AM. Recycling, LLC v. Clean Earth, Inc.*, 2021 WL 2211696, at *3 (Del. Super. June 3, 2021).

[49] *Draper v. Olivere Paving & Constr. Co.*, 181 A.2d 565, 569 (Del. 1962) (citing William L. Prosser, *Prosser on Torts* § 63 (2d Ed. 1955); citing *Restatement of Agency* § 245 (Am. Law. Inst. 1993) ("However, liability for the torts of the servant is imposed upon the master only when those torts are committed by the servant within the scope of his employment which, theoretically at least, means that they were committed in furtherance of the master's business. In the imposition of that liability, furthermore, it makes no difference whether the tort is one of negligence only, or whether the tort is intentional or willful.")

[50] *Sprint Nextel Corp. v. iPCS, Inc.*, 2008 WL 2737409, at *11 (Del. Ch. July 14, 2008); *see also Vichi v. Koninklijke Philips Elecs. N.V.*, 62 A.3d 26, 49 (Del. Ch. 2012).

is a difficult task,"[51] because "Delaware public policy does not lightly disregard the separate legal existence."[52]

16. "To state a 'veil-piercing claim,' the plaintiff must plead facts supporting an inference that the corporation, through its alter-ego, has created a sham entity designed to defraud investors and creditors."[53] "An ultimate decision regarding veil-piercing is largely based on…'an overall element of injustice or unfairness.'"[54]

17. Plaintiff has failed to allege any facts to support such an inference. Nor is this Court the appropriate venue for such a claim; the Delaware Court of Chancery is vested with such equitable jurisdiction. Plaintiff submits the Amended Complaint pleads Dr. Hanlon's "complete control over DPM" by showing that he "made all decisions regarding compensation, employment terms, and finances,"[55] and that Rebecca Hanlon is similarly subject to personal liability because she "knowingly permitted Defendant to refuse to and fail to pay Plaintiff the wages and benefits sought by Plaintiff in this action."[56]

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[51] *Harco. Nat. Ins. Co. v. Green Farms, Inc.*, 1989 WL 110537, at *4 (Del. Ch. Sept. 19, 1989).
[52] *Doberstein v. G-P Indus., Inc*., 2015 WL 6606484, at *4 (Del. Ch. Oct. 30, 2015).
[53] *Crosse v. BCBSD, Inc.*, 836 A.2d 492, 497 (Del. 2003).
[54] *Manichaean Cap., LLC v. Exela Techs., Inc.*, 251 A.3d 694, 706 (Del. Ch. 2021) (citing *Doberstein*, 2015 WL 6606484, at *4)).
[55] D.I. 28, ¶8.
[56] *Id.* at ¶ 55.

18. However, a veil-piercing claim is not usually applied under these circumstances. "A veil-piercing claim is usually invoked when the shell corporate entity is insolvent and the plaintiff wishes to reach the personal assets of the corporation's stockholders or alter egos."[57] That is not the case here, nor does the Amended Complaint otherwise demonstrate how the Hanlon Defendants acted as DPM's alter-ego such that holding only the business responsible creates an overall element of unfairness.

19. Nonetheless, Plaintiff contends individual liability remains possible because "each of [the alleged] claims seek purely legal remedies in the form of compensatory and statutory damages."[58] This assertion confuses subject matter jurisdiction with personal jurisdiction. While this Court does have jurisdiction over cases seeking monetary damages, the Court must also have appropriate jurisdiction over the parties involved to proceed with the case.

20. Plaintiff has not met their burden in showing how the Hanlon Defendants are properly subject to individual liability in this Court. Dr. Hanlon is the owner, operator, and manager of DPM.[59] Dr. Hanlon's conduct at issue in this case involves his role in terminating Plaintiff's employment with DPM. Those actions, regardless of whether they breached the Agreement, are entirely within Dr. Hanlon's scope of

[57] *Crosse*, 836 A.2d at 495.
[58] D.I. 38.
[59] D.I. 28, ¶ 3.

employment with DPM. Therefore, under Delaware law, DPM is the appropriate entity subject to any potential liability, not Dr. Hanlon himself. Dr. Hanlon's role in firing Plaintiff is not an "exceptional case" such that the Court should disregard the corporate form.

21. The same is true for Mrs. Hanlon. The Amended Complaint alleges one cause of action against Mrs. Hanlon, as the "officer and agent of Defendant," for "knowingly permit[ing] a corporation to violate" the Delaware Wage Payment & Collection Act.[60] This claim, too, fails to meet the exceptional circumstances requirement for the Court to hold an individual liable when acting within their scope of employment with a business entity.

22. Because the Hanlon Defendants were acting as agents of DPM, a business entity, during the events alleged in the Complaint, they are protected from individual liability under Delaware law. Plaintiff has not met its burden in showing that the Hanlon Defendants acted as DPM's alter-ego to justify disregarding the corporate entity. Therefore, the Motion to Dismiss the Hanlon Defendants is **GRANTED**.

IT IS SO ORDERED.

Danielle J. Brennan, Judge

cc: All parties via File&Serve Express

[60] D.I. 28, ¶ 55.