SUPERIOR COURT
OF THE
STATE OF DELAWARE

MONICA A. HORTON
JUDGE

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November 9, 2026

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Re: *Matthews v. Amazon Fulfillment Center*, C.A. No. N24C-05-002 MAH

Dear Ms. Matthews and Counsel:

INTRODUCTION

Plaintiff Mignon Matthews filed suit against Defendant, Amazon Fulfillment Center, Inc., ("Amazon") alleging misconduct surrounding her termination. Matthews complains of wrongful termination, retaliation, hostile work-environment, lost wages, and failure to promote, all stemming from her time employed at Amazon. Amazon now moves for summary judgment, contending that its conduct with respect to Matthews was entirely lawful. It argues that Matthews' employment was at will, permitting her termination for even the most subjective of reasons. Even if

Matthews was not employed at will, Amazon contends that it had valid, neutral, and non-retaliatory reasons for terminating her employment. Matthews also moves for summary judgment, asserting that her claims target Amazon's improper conduct in terminating her employment and remain valid.

For the reasons set forth below, Amazon's Motion for Summary Judgment is **GRANTED** and Matthews' Motion for Summary Judgment is **DENIED**.

FACTUAL BACKGROUND

On August 25, 2021, Amazon offered Matthews a position as a Fulfillment Associate ("FA") at one of Amazon's fulfillment centers.[1] Her employment offer stated that Amazon would compensate her for this role at a rate of $16.55 per hour for 30–39 hours of work per week.[2] The offer further denoted that the employment was strictly "at-will," and that Amazon "may terminate our relationship at any time for any reason, with or without cause."[3] Although the offer itself did not specify the responsibilities and flexibility involved with being a FA, it stated that all shifts and scheduling were within Amazon's discretion.[4]

[1] Docket Item ("D.I.") 30 ("Def. MSJ"), Ex. A, Ex. 16.

[2] Def. MSJ, Ex. A, Ex. 16.

[3] *Id.*

[4] *Id.*

The record reflects that Matthews was a mostly positively documented employee during her time at Amazon.[5] Matthews' performance led her into a new position as a Process Guide ("PG").[6] PGs work under higher roles, assisting them in additional duties on top of the normal FA responsibilities.[7] PGs and FAs do not receive different pay rates.[8] In the PG role, Matthews worked under and assisted Kristen Nanni, a Process Assistant ("PA"). PAs are hourly workers below a formal supervisor/manager position but with moderate disciplinary authority that assist various teams in certain designated areas.[9] PAs receive a higher pay rate than PGs.[10]

At some point around March or April of 2022, Nanni stepped down as PA.[11] A supervisor, a role above PA, directed Matthews to perform additional PA duties in Nanni's absence.[12] Although Matthews took on more responsibilities during this time, she did not assume all of a PA's duties.[13] Matthews seemingly enjoyed her time

[5] Def. MSJ, Ex. A, Ex. 13 ("Hey guys im so proud of myself I just reach my 18th document posotive (sic) in a row pulling over 3000 pkgs in less than 8 hours by myself" … "Thank you Mignon for all the hard work. Each and every package processed directly impacts a customer in need! Thank you so much for all that you do").

[6] Def. MSJ, Ex. A, Ex. 1 ("Pl. Dep.") 148:4–12; 149:15–25.

[7] Pl. Dep. 149:23–151:9.

[8] *Id.* at 154:4–20.

[9] Def. MSJ at 2; *see also* Pl. Dep. at 147:17–148:3.

[10] Pl. Dep. 154:25–155:3; 176:3–10.

[11] *Id.* at 148:22–149:22.

[12] *Id.* at 156:10–18; 160:13–23.

[13] *Id.* at 165:4–10.

with an increased amount of PA work and asked her operations manager when Nanni's job opening would be officially posted so that Matthews could apply.[14] Matthews was told to keep looking out for the position, that it would eventually be posted, and, once posted, Matthews could apply.[15] Matthews frequently inquired about the role, and was met with the same response each time.[16]

The record reflects that Matthews performed additional PA duties, and even, at times, trained other PA candidates for the position.[17] Ultimately, Amazon never publicly posted the PA position.[18] Matthews requested that she be returned to her position's ordinary responsibilities because she was not receiving the heightened PA rate to compensate for her increased duties.[19] Matthews continued to perform these PA duties up until her termination.[20]

In November 2022, Matthews alleged that a co-worker, Nelson, verbally threatened her during a shift after Matthews had corrected Nelson's use of a pallet jack (the "Nelson Incident").[21] Matthews believes that Nelson reacted with a threat

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[14] *Id.* at 160:3–8.

[15] Pl. Dep. 160:3–12; 165:11–23.

[16] *Id.* at 170:13–171:11.

[17] D.I. 1 ("Compl."); Pl. Dep. 155:5–18; 181:1–6.

[18] *Id.* at 165:25–166:11.

[19] Pl. Dep. 181:7–16.

[20] *Id.* at 160:21–23.

[21] *Id.* at 56:6–57:17.

because "he doesn't speak English" and he might have taken her remark "the wrong way."[22] She does not believe Nelson discriminated against her in any way.[23]

Matthews immediately brought the Nelson Incident to her supervisor's attention, who directed Matthews to report the incident to Human Resources ("HR").[24] After submitting her statement to HR, Amazon placed Matthews on paid leave for eight days while they investigated the incident.[25] While on paid leave, Matthews submitted two additional complaints to HR inquiring about the status of the report.[26] Matthews is unaware of the extent of any HR investigation into the Nelson Incident, but she did not have any further interactions with Nelson following the incident.[27]

When Matthews returned from her paid leave, she parked in the designated Employee of the Month parking spot, the closest spot to the building, out of fear of running into Nelson.[28] Because Matthews was not the Employee of the Month at that time, she received a disciplinary warning for using the parking space without

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[22] *Id.* at 69:11–21.

[23] *Id.* at 70:23–71:4.

[24] Pl. Dep. 57:22–23.

[25] *Id.* at 80:2–13.

[26] *Id.* at 82:14–84:2.

[27] *Id.* at 58:12–14; 63:23–64:2; 80:13–25; 80:11–81:6.

[28] *Id.* at 56:22–23; 90:3–10.

permission.[29] This discipline consisted of 30-days of probation at work.[30] Matthews believes that she received this discipline because of her additional questions about the status of the Nelson Incident.[31] After issuing the discipline, Matthews spoke with HR about her concerns, to which HR replied something along the lines of "Everybody needs their job. Just do your job."[32]

Following the disciplinary action, Matthews experienced some difficulties with her shift schedule. She was assigned shifts for hours she did not sign up for nor typically work.[33] Matthews nonetheless arrived for her anomalous shifts, worked the hours, and was compensated accordingly.[34] Matthews also experienced issues with her time-off within Amazon's internal employee software.[35] She believes that Amazon targeted her with these changes because she would not stop inquiring about the Nelson Incident.[36] Matthews raised these issues to HR, which resolved the situation.[37]

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[29] Pl. Dep. 90:3–10.

[30] *Id.* at 64:7–12.

[31] *Id.* at 96:25–97:15.

[32] *Id.* at 64:13-23.

[33] *Id.* at 112:25–113:17; 135:3–10.

[34] Pl. Dep. 190:8–23.

[35] *Id.* at 188:13–189:16.

[36] *Id.* at 114:2–115:7.

[37] *Id.* at 189:17–191:4.

In February 2023, Matthews experienced an incident in the Amazon parking lot. The exact nature of this incident is somewhat contested. Suffice it to say that Amazon received a complaint from an employee stating that Matthews was speeding in the parking lot around a speed bump and almost hit the complaining employee (the "Parking Lot Incident").[38] Amazon took this complaint seriously and investigated the Parking Lot Incident.[39]

As part of its investigation, HR discussed the event with Matthews. In that discussion, Matthews denied speeding in the parking lot. She submitted a written statement wherein she stated that she believed she was being singled out for this conduct because other employees speed in the parking lot without being disciplined.[40] Matthews made a follow-up statement to HR, in which she also said "[I] went over a speed bump to fast (sic) one minute to being late how many of yall ready be late and panick (sic) a little and speed up a little for work [I] know im not the only one who went over a speed bump a lil fast before."[41] Despite these written statements, Matthews denies speeding or driving unsafely in the parking lot throughout this litigation.[42]

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[38] Def. MSJ, Ex. A, Ex. 12–14.

[39] *Id.*

[40] Def. MSJ, Ex. A., Ex. 12.

[41] *Id.*

[42] *See* Compl.; D.I. 34 ("Pl. Cross MSJ") at 3; Pl. Dep. 110:8–111:20.

After reviewing the Parking Lot Incident, Amazon ultimately determined that Matthews sped through and drove unsafely in the facility parking lot.[43] Amazon considers any acts constituting an "intentional disregard for safety" a Category 1 offense.[44] A Category 1 offense is grounds for termination.[45] Accordingly, Amazon terminated Matthews' employment on February 25, 2023, because of the Parking Lot Incident.[46] Matthews believes Amazon terminated her employment because of her refusal to let the Nelson Incident go.[47]

PROCEDURAL HISTORY

Matthews initially filed a complaint with the Equal Employment Opportunity Commission ("EEOC").[48] The EEOC Granted Matthews the right to sue on February 27, 2024.[49] Matthews then filed her Complaint challenging the circumstances surrounding her termination in this Court on May 2, 2024.[50] In her Complaint, she sets forth claims for (1) "wrongful termination," (2) "retaliation," (3)

[43] Pl. Cross MSJ, Ex. F.

[44] Def. MSJ, Ex. A., Ex. 11.

[45] *Id.*

[46] Pl. Cross MSJ, Ex. A, Ex. 9, 14.

[47] Pl. Dep. 192:12-23, 194:22-25, 195:5-12.

[48] Compl.

[49] Compl.; Compl., Ex. A.

[50] *See* Compl.

"harassment," (4) "loss of wages," and (5) "failure to promote."[51] She seeks $100,000 for the wrongful termination, $30,000 for the retaliation, $30,000 for the harassment, $10,000 for the loss of wages and failure to promote, and $30,000 in damages for her associated pain and suffering, for a total of $200,000.[52] Amazon filed its answer on March 3, 2024, denying the principal allegations in Matthews Complaint and any wrongdoing regarding her termination.[53] Discovery commenced thereafter.

The Court issued a Trial Scheduling Order, directing all discovery to be completed by April 13, 2026.[54] The Court set the deadline for filing dispositive motions for May 15, 2026.[55]

On May 15, 2026, Amazon filed its Motion for Summary Judgment for all of Matthews' claims (the "MSJ").[56] Pursuant to the summary judgment standard, Amazon identified no genuine dispute as to any material fact and argued why judgment should be granted against Matthews as a matter of law.[57]

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[51] *Id.*

[52] *Id.*

[53] D.I. 7.

[54] D.I. 14.

[55] *Id.*

[56] Def. MSJ.

[57] *Id.*

On May 18th, Matthews filed a response to Amazon's MSJ along with a Cross-Motion for Summary Judgment (the "Cross MSJ").[58] These two pleadings exist within the same document.[59] However, Matthews devotes nearly the entirety of the document arguing why there exists a genuine dispute of material fact regarding her claims for wrongful termination, retaliation, and harassment.[60] Matthews makes no reference to her failure to promote or loss of wages claims.[61] She then lists a series of employment cases from varying jurisdictions where the plaintiff successfully asserted the same causes of actions Matthews asserts in the instant case.[62] Matthews argues that the Cross MSJ establishes the existence of genuine disputes of material fact regarding her claims, and that, therefore, her Cross MSJ should be granted and Amazon's MSJ should be denied.[63]

Amazon responded to the Cross MSJ and replied to Matthews' response.[64] Amazon noted that Matthews' pleading was untimely under the Trial Scheduling Order, that she had waived her failure to promote and loss of wages claims by not responding to Amazon's motion on those counts, misarticulated the summary

[58] Pl. Cross MSJ.

[59] *Id.*

[60] *Id.*

[61] *Id.*

[62] *Id.*

[63] Pl. Cross MSJ.

[64] D.I. 50, 53.

judgment standard, and presented no evidence in support of her pleadings.[65] Matthews then filed an additional reply in opposition to Amazon's MSJ, but no reply in support of her Cross MSJ.[66]

The Court scheduled the hearing for the cross motions on July 14, 2026.[67] Before the hearing, Matthews filed a Motion for Emergency Objection and Request for Continuance on the basis that Amazon had omitted tens of pages from her deposition in its MSJ Exhibits and failed to provide her with a copy.[68] In its response, Amazon noted that it did not misrepresent Matthews' statements, and only included the transcript pages it deemed relevant.[69]

The Court heard the pending motions on July 14th. At the hearing, Matthews withdrew her Motion for Emergency Objection and Request for Continuance.[70] In turn, the Court granted Matthews until July 28, 2026 to supplement the record with the deposition transcripts she believes were omitted, and Amazon until August 11 for a response.[71] On July 17th, Matthews filed a "Revised Opposition to Defendant's

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[65] *Id.*

[66] D.I. 51.

[67] D.I. 62.

[68] D.I. 55.

[69] *Id.*

[70] D.I. 62.

[71] D.I. 62.

Motion for Summary Judgment," where she supplemented omitted deposition testimony and explained what she actually meant by the deposition testimony that Amazon cited.[72] Amazon did not respond.

STANDARD OF REVIEW

Matthews appears before the Court *pro se*. While the Court is mindful of the challenges Matthews faces by virtue of her self-represented status, "there is no different set of rules for *pro se* plaintiffs."[73] The Court cannot "sacrifice the orderly and efficient administration of justice to accommodate the unrepresented plaintiff or impair the substantive rights of those parties involved in the case."[74] Accordingly, the Court "need not accept conclusory allegations unsupported by specific facts or draw unreasonable inferences in the plaintiff's favor, nor accept every strained interpretation of the allegations proposed by the plaintiff."[75]

In this case, both parties have filed cross-motions for summary judgment. Although one might initially infer that no genuine issue of material fact can exist where both parties have filed this type of motion, such is not always the case. Cross-motions for summary judgment do not automatically operate as concessions that

[72] D.I. 63.

[73] *Jones v. Navient*, 2023 WL 6215472, at *4 (Del. Super. Sept. 25, 2023).

[74] *Id.* (citations omitted) (internal quotation marks omitted).

[75] *Id.* (citations omitted) (internal quotation marks omitted) (cleaned up).

"there is an absence of factual issues."[76] Instead, a party may "assert the existence of a factual dispute as to the other party's motion" while simultaneously advocating the absence of a factual dispute for the purposes of its own motion.[77]

Upon a motion for summary judgment, the Court first reviews the record to determine the existence of any genuine issues of material fact.[78] If no such issues exist, the Court next examines whether the movant is entitled to judgment as a matter of law.[79] The Court will enter summary judgment when there exists no genuine dispute of material fact and the moving party is entitled to judgment as a matter of law.[80] In its review, the Court views the evidence in the light most favorable to the non-moving party.[81] The party moving for summary judgment bears the initial burden of demonstrating no material issues of fact exist.[82] Once met, the burden then shifts to the non-moving party to demonstrate the existence of a genuine dispute of

[76] *United Vanguard Fund, Inc. v. TakeCare, Inc.*, 693 A.2d 1076, 1079 (Del. 1997).

[77] *Id*.

[78] *GMG Ins. Agency v. Edelstein*, 328 A.3d 302, 309 (Del. 2024).

[79] *Id.*

[80] Super. Ct. Civ. R. 56(c).

[81] *Miller v. Leidos, Inc.*, 2024 WL 4534135, at *3 (Del. Super. Oct. 21, 2024).

[82] *Id.*

a material fact.[83] To survive a motion for summary judgment, a plaintiff "must present 'some evidence to support all elements' of her claims."[84]

ANALYSIS

To reiterate, Matthews brings claims against Amazon for wrongful termination, retaliation, hostile work-environment, lost wages, and failure to promote.[85] Before addressing the merits of these claims for summary judgment, the Court finds it necessary to resolve a point of tension in Matthews' pleadings.

In her submission opposing Amazon's Motion for Summary Judgment, Matthews included with her response her own Motion for Summary Judgment. This motion requires Matthews to make some assertion that there exists *no* genuine dispute as to any material fact regarding some aspect of her claims, and that she is entitled to judgment as a matter law on those parts of her claims.[86] However, Matthews makes no assertion in any of her pleadings that there exists *no* genuine dispute. Rather, Matthews repeatedly asserts that there *is* a genuine dispute as to the material facts of her claims, which precludes granting Amazon's MSJ.[87] Therefore,

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[83] *Id.*

[84] *Cruz v. G-Town Partners, L.P.*, 2010 WL 5297161, at *9 (Del. Super. Dec. 3, 2010).

[85] Compl.

[86] *GMG Ins. Agency*, 328 A.3d at 309.

[87] *See* Pl. Cross MSJ; D.I. 51; D.I. 63.

Matthews necessarily falls short of her "burden of demonstrating that no material issues of fact are in dispute."[88] Accordingly, the Court **DENIES** Matthews' Cross Motion for Summary Judgment.

Turning next to Amazon's motion, the Court finds that Amazon has satisfied its burden for summary judgment against Matthews. Nearly all of Matthews' causes of action (wrongful termination, hostile work environment, retaliation, and failure to promote) require her to demonstrate discrimination based on either her membership in a protected class or participation in protected conduct. Matthews has categorically denied both in her pleadings and sworn deposition.[89] To the extent that Matthews' claims do not require her to show discrimination, she has not identified any law or regulation that Amazon violated with respect to her compensation or termination. The Court notes that, most crucially, Matthews' employment with Amazon was at-will, a circumstance that allowed Amazon to terminate her employment for any good-faith reason.

I. Wrongful Termination

Matthews' first claim of "wrongful termination" implicates several overlapping protections for at-will employees in Delaware. These provisions are Title VII of the Civil Rights Act of 1964 ("Title VII"), the Delaware Discrimination

[88] *Cruz*, 2010 WL 5297161, at *9.

[89] *See generally* Pl. Cross MSJ; Def. MSJ, Ex. A, Ex. 1.

in Employment Act (the "DDEA"), the Delaware Whistleblower Protections Act (the "DWPA"), and the limited exceptions to the At-will Doctrine.

A. Title VII and the DDEA

Title VII and the DDEA both provide protections for wrongful termination. Title VII protects workers under federal law and the DDEA grants similar protections under Delaware State law. The DDEA states

> It is an unlawful employment practice for any employer … to discharge … any individual … on the basis of such person's race, marital status, color, age, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, military status, or housing status or because such person has opposed any practice prohibited by this subchapter or because such person has testified, assisted or participated in any manner in an investigation, proceeding, or hearing to enforce the provisions of this subchapter.[90]

Likewise, Title VII states "[i]t shall be an unlawful employment practice for an employer … to discharge any individual … because of such individual's race, color, religion, sex, or national origin."[91] A critical component of both statutes is a causal relationship between the plaintiff's membership in a protected class and the discharge from their employment.[92]

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[90] 19 *Del. C.* § 711(g).

[91] 42 U.S.C. § 2000e-2(a)(1) (cleaned up).

[92] *See Rizzitiello v. McDonald's Corp.*, 868 A.2d 825, 829 (Del. 2005) (explaining racial discrimination in the employment context under Title VII); *Ennis v. Del. Transit. Corp.*, 2015 WL 1542151, at *5 (Del. Super. March 9, 2015) (explaining employment discrimination under the DDEA).

Here, Matthews' wrongful termination claim finds no protection in Title VII or the DDEA because she explicitly denies that Amazon or its employees acted in a discriminatory manner by discharging her due to her membership in a protected class.[93] Rather, she believes that Amazon escalated her disciplinary action because she would not stop inquiring into the status of the Nelson Incident.[94] Therefore, Matthews' wrongful termination claim does not succeed under Title VII or the DDEA.

B. The Delaware Whistleblower Protections Act

Because Matthews' wrongful termination claim is alleged to be grounded in protected conduct, it has the most similarity with the protections granted under the DWPA.[95] Nevertheless, Matthews' DWPA claim does not meet the requirements to persist beyond summary judgment.

As relevant to Matthews' allegations, the DWPA protects employees from discharge because the employee "reports verbally or in writing to the employer or to the employee's supervisor a violation, which the employee knows or reasonably believes has occurred or is about to occur."[96] The DWPA defines a "violation," as it

[93] *See generally* Pl. Cross MSJ; Pl. Dep. 192:12-23, 194:22-25, 195:5-12.

[94] Pl. Dep. 191:9–25.

[95] *See* 19 *Del. C.* § 1703.

[96] 19 *Del. C.* § 1703(4).

relates to safety, as an act by the employer contrary to "standards implemented pursuant to a law, rule, or regulation promulgated under the laws of this State, a political subdivision of this State, or the United States, to protect employees or other persons from health, safety, or environmental hazards while on the employer's premises or elsewhere."[97] Accordingly, to survive a motion for summary judgment for wrongful termination under the DWPA, Matthews must present some evidence demonstrating that (1) she engaged in a protected whistleblowing activity, (2) Amazon knew of the protected activity, (3) Matthews suffered an adverse employment action, and (4) there is a causal relationship between the protected activity and the adverse employment action.[98]

Amazon argues that Matthews did not engage in protected conduct because she did not report a "violation" within the meaning of the DWPA.[99] Amazon notes that in her deposition, Matthews asserted her belief that Amazon did not violate any law or regulation in terminating her employment, only that Amazon did not follow its own internal disciplinary policies.[100] Thus, Amazon argues that Matthews' claim does not qualify as protected conduct under the DWPA. Even if it qualified as

[97] 19 *Del. C.* § 1702(6)(a).

[98] *Jones*, 2023 WL 6215472 at *8.

[99] Def. MSJ at 11–12.

[100] *Id.* at 12; Pl. Dep. 192:2–23.

protected conduct, Amazon asserts that there is no causal connection between the Nelson Incident and Matthews' termination because she was terminated for the Parking Lot Incident.[101]

Matthews responds with allegations that she was terminated for reporting a "violation." She argues that the Nelson Incident was a safety violation, and Amazon discharged her for continuing to inquire about the violation.[102] Matthews does not point to evidence in the record or authority to support this position. Matthews only "alleges" or "disputes" these facts to sustain her allegations.[103]

In the instant case, Matthews DWPA wrongful termination claim rises and falls on the first element because Matthews never engaged in protected activity. Although it is unclear whether Matthews asserts that Nelson himself violated the law through his comments towards her,[104] it is undisputed that Matthews does not believe that *Amazon* violated *any* law with respect to her termination.[105] Much less does Matthews allege that Amazon violated a law designed "to protect employees or other persons from … safety … hazards while on the employer's premises or elsewhere."[106]

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[101] Def. MSJ at 12–13.

[102] Pl. Cross MSJ at 2–4.

[103] *Id.*

[104] *Compare* Pl. Dep. 133 *with* D.I. 63.

[105] Pl. Dep. 192:2–23.

[106] 19 *Del. C.* § 1702(6)(a).

Further, as Amazon correctly notes, even if Matthews engaged in protected conduct by repeatedly raising the Nelson Incident, Amazon did not terminate Matthews based on that incident.[107] Therefore, Matthews' wrongful termination claim does not survive summary judgment under the DWPA.

C. Limitations to Employment At-will

Generally, at-will employment "authorizes the discharge of an employee at any time without cause."[108] However, in *E.I. DuPont v. Pressman*, the Supreme Court identified four "narrow" categorical exceptions to the general At-will Doctrine.[109] These exceptions are:

> (i) where the termination violated public policy; (ii) where the employer misrepresented an important fact and the employee relied 'thereon either to accept a new position or remain in a present one'; (iii) where the employer used its superior bargaining power to deprive an employee of clearly identifiable compensation related to the employee's past service; and (iv) where the employer falsified or manipulated employment records to create fictitious grounds for termination.[110]

Here, too, Matthews' wrongful termination claim fails to gather support. Amazon argues that the first exception does not apply because Matthews does not assert that Amazon committed a legal violation; thus, she is barred from asserting

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[107] Def. MSJ at 12–13.

[108] *Lord v. Souder*, 748 A.2d 393, 400 (Del. 2000).

[109] *E.I. DuPont de Nemours and Co. v. Pressman*, 679 A.2d 436, 442–44 (Del. 1996).

[110] *Lord*, 748 A.2d at 400 (citing *Pressman*, 679 A.2d at 442–44).

that her termination violated public policy.[111] Amazon makes no assertion as to the applicability of the other exceptions.[112] For her part, Matthews makes no explicit arguments as to the application of the At-will Doctrine exceptions.[113]

In the interest of completeness, the Court does not believe that any of these exceptions apply to Matthews' wrongful termination claim. The first exception does not apply because Matthews' termination does not violate public policy.[114] The second and fourth exceptions similarly do not apply to Matthews' termination because she has not alleged that Amazon has falsified any evidence or misrepresented facts relating to her discharge.[115] The third exception speaks to compensation, not termination. Ultimately, Matthews' claim does not satisfy the requirements of any applicable legal standard for wrongful termination.

II. Retaliation

In Delaware, claims for "retaliation" are similarly governed by Title VII, the DDEA, and the DWPA. Title VII and DDEA require Matthews to demonstrate some

[111] Def. MSJ 12.

[112] *Id.*

[113] Pl. Cross MSJ.

[114] *See* Compl.; Pl. Cross MSJ.

[115] *Id.*

discriminatory conduct on Amazon's part against a protected class.[116] Likewise, the DWPA requires Matthews to engage in the same protected activity as wrongful termination to succeed on retaliation.[117] Here, for the same reasons set forth in the previous section, Matthews neither alleges that Amazon engaged in discriminatory behavior, nor that she engaged in any protected activity under the DWPA.[118] Thus, Matthews' claim for retaliation fails at summary judgment.

III. Hostile-Work Environment (Harassment)

Title VII and the DDEA also control claims for harassment under a hostile work environment. These claims require Matthews to demonstrate that she suffered intentional discrimination because of her membership in a protected class.[119] Like her wrongful termination and retaliation claims, Matthews does not assert that she was discriminated against or subjected to harassment in any manner by virtue of her membership in any protected class.[120] Therefore, Matthews' hostile-work environment harassment claim falls alongside her previous claims.

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[116] *Neal v. Genesis Properties of Delaware*, 870 F.Supp.2d 369 (D. Del. 2012) (Title VII retaliation claim); *Gary v. R.C. Fabricators, Inc.*, 2014 WL 4181479, at *24 (Del. Super. July 30, 2014) (DDEA retaliation claim).

[117] 19 *Del. C.* § 1703(4).

[118] Pl. Dep. 69:11-15, 70:9-71:4, 74:6-20.

[119] *Theriault v. Dollar Gen'l.*, 336 F. App'x 172, 174 (3d Cir. 2009) (Title VII); *Gary*, 2014 WL 4181479, at *23 (DDEA).

[120] *See* Pl. Cross MSJ.

IV. Failure to Promote and Lost Wages

Lastly, Matthews makes claims for "failure to promote," "loss of wages (failure to promote)," and "lost wages."[121] Given the inartfully pled claims, Amazon understandably devotes most of its response to the failure to promote assertion with only brief discussion of the "lost wages" claim.[122]

A. Failure to Promote

When evaluating failure to promote claims, the Court does not second-guess an employment decision.[123] Instead, it examines the decision to see whether it is the product of discriminatory intent.[124] Failure to promote actions exist under Title VII and the DDEA,[125] and require Matthews to show she "(1) is a member of a protected class; (2) was qualified for the position sought; (3) was rejected despite being qualified; and, (4) under circumstances that raise an inference of discriminatory action, the employer continued to seek out individuals with qualifications similar to

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[121] *See* Compl.

[122] Def. MSJ 19–20 n.7; D.I. 53 at 8 n.2.

[123] *Maxwell v. Springer*, 274 Fed.Appx. 186, 188 (3d Cir. 2008)

[124] *Id.*

[125] *See* Def. MSJ at 19 (citing *Maxwell*, 274 F. App'x at 188 (3d Cir. 2008); *Hyland v. Smyrna Sch. Dist.*, 2014 WL 11173584, at *3 (D. Del. Sept. 30, 2014), (noting, generally, "the standard of evidence needed to prevail under the DDEA is the same as that required to prevail under Title VII"), *aff'd* 608 F. App'x 79 (3d Cir. 2015)).

plaintiff to fill the position."[126] The second element requires the plaintiff to apply and be qualified for the position.[127]

Amazon moves for summary judgment on Matthews' failure to promote claim, arguing that it must fail as a matter of law because Amazon never publicly posted the job position and therefore Matthews could not apply for it.[128] In response, Matthews states that she never asserted a claim for discriminatory failure to promote.[129] Thus, to any extent that Matthews originally raised a claim for failure to promote, the Court deems it abandoned.

B. Lost Wages

Matthews contends that the heart of her lost wages claim is not discriminatory failure to promote, but rather, failure to compensate her for services she has already provided.[130] The Court notes at the outset that there is very little in the record to support Matthews' claim for lost wages. Though at various points in her deposition and in her briefing she maintains her belief that she was entitled to a higher rate of pay commensurate with the extra duties she was assigned,[131] Amazon correctly notes

[126] *Maxwell*, 274 F. App'x at 188.

[127] *Id.* at 189.

[128] Def. MSJ 18–21.

[129] *See* D.I. 51.

[130] D.I. 51.

[131] *See* Pl. Cross MSJ; Pl. Dep. 167:1–168:20.

that she has provided no statutory or common-law basis for her claim.[132] As Matthews has failed to satisfy her burden of proof at summary judgment to support a lost wages claim, it must also fail.

V. Pain and Suffering

Because Matthews has no surviving claims, Amazon's motion for summary judgment with respect to Matthews' demand for pain and suffering damages must be granted.

CONCLUSION

For the foregoing reasons, Amazon's Motion for Summary Judgment is **GRANTED** and Matthews' Cross Motion for Summary Judgment is **DENIED**.

IT IS SO ORDERED.

/s/ Monica Horton
J. Horton

Cc: Prothonotary

[132] *See* D.I. 53 at 8 n.2.