

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

IN AND FOR KENT COUNTY

JAMES A. INGRAM, )  
 ) C.A. No. 01A-03-004 JTV  
 Appellant, )  
 )  
 5. )  
 )  
 BARRETT'S BUSINESS SERVICE, )  
 UNEMPLOYMENT INSURANCE )  
 APPEALS BOARD, )  
 )  
 Appellees. )  
 )

*Submitted: July 16, 2001*  
*Decided: October 30, 2001*

James A. Ingram, *Pro Se*.

Bradley S. Eaby, Esq., Dover, Delaware. Attorney for Appellee Barretts.

*Upon Consideration of Appellant's Appeal From*  
*Decision of the Unemployment Insurance Appeals Board*  
**AFFIRMED**

**VAUGHN, Resident Judge**

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**ORDER**

Upon consideration of the parties' briefs, and the record in this case, it appears that:

1. The appellant, James A. Ingram ("Ingram" or "claimant"), appeals from a decision of the Unemployment Insurance Appeal Board ("Board") denying his application for unemployment benefits. The Board determined that Mr. Ingram had voluntarily terminated his employment without just cause.

2. The facts, which appear to be largely undisputed, are the following. In May 2000 Ingram got a job opportunity with Paulish's Landscaping and Lawn Care ("Paulish's"). The owner of Paulish's, however, told him that his employment would have to be worked through Barrett's Business Service ("Barrett's"), an employment agency. This was done, and Barrett's became the actual employer. Due to its seasonal nature, the work at Paulish's came to an end on October 6, 2000. In the days that followed, Barrett's offered Ingram a one day job and also a job at Playtex, a company with a facility in Dover. When they offered him the one day job, he said he was looking for work at 40 hours a week. They then offered the Playtex job. He refused the job at Playtex because it offered only \$6.50 an hour. His rationale was that he had previously worked at Playtex for \$10 an hour, and he was not inclined to go back "to Playtex making less money doing the same job."<sup>1</sup> On October 25, 2000, Ingram became incarcerated on some unrelated matter. He was released on December 21, 2000. Upon his release, he did not return to Barrett and had no further contact with

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<sup>1</sup> Record, Page 21.

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that company.

3. In support of his appeal, Ingram contends that he was treated differently from two other Paulish workers who were not offered other employment by Barrett's but who did receive unemployment benefits. He also contends that he was approved for a seasonal layoff in October 2000, and that since Paulish's would not resume work until the spring, he should receive unemployment benefits for that interim period from October to the spring. He also contends that the Board did not allow him sufficient time to present all his testimony.

4. On appeal from a decision of the Unemployment Insurance Appeal Board, the scope of the court's review is limited to a determination of whether the Board's decision is supported by substantial evidence and free from legal error.<sup>2</sup> Substantial evidence means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.<sup>3</sup> The appellate court does not weigh the evidence, determine questions of credibility, or make its own factual findings.<sup>4</sup> In other words, the Board, not the court, determines the credibility of the witnesses, the

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<sup>2</sup> 19 Del.C. § 3323(a); *Unemployment Ins. Appeal Bd. v. Duncan*, Del. Supr., 337 A.2d 308 (1975); *General Motors v. Freeman*, Del. Supr., 164 A.2d 686, 688 (1960); *Longobardi v. Unemployment Ins. Appeal Bd.*, Del. Super., 287 A.2d 690 (1971).

<sup>3</sup> *Oceanport Ind. V. Wilmington Stevedores*, Del. Super., 636 A.2d 892, 899 (1994); *Battista v. Chrysler Corp.*, Del. Super., 517 A.2d 295, 297 (1986), *app. disp.*, Del. Supr., 515 A.2d 397 (1986).

<sup>4</sup> *Johnson v. Chrysler Corporation*, Del. Supr., 213 A.2d 64, 66 (1965).

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weight to give their testimony, and the inferences to be drawn therefrom.<sup>5</sup>

5. The Board concluded that Ingram had voluntarily terminated his employment without just cause because he failed to contact Barrett's to see whether work was available when he got out of jail. The Board's decision affirmed the decision of the Appeal's Referee, who also concluded that the claimant had voluntarily left his work without good cause.

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<sup>5</sup> *Behr v. Unemployment Ins. Appeal Bd.*, Del. Super., C.A. No. 94A-07-005, Ridgely, P.J. (Feb. 7, 1995).

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6. An individual is disqualified from receiving benefits if he or she voluntarily quits employment without good cause.<sup>6</sup> Good cause for quitting a job has been defined as a reason which “would justify one in voluntarily leaving the ranks of the employed and joining the ranks of the unemployed.”<sup>7</sup> The burden is on the claimant employee to show there was good cause for leaving and that he or she is entitled to the unemployment benefits.<sup>8</sup> Here, although the claimant’s work at Paulish’s came to a seasonal end, the proper focus is on his relationship with his actual employer, Barrett’s. The record shows that he turned down two jobs, one for one day and one for full time at Playtex. His expressed reasons for doing so do not constitute good cause for declining that employment. He then failed to re-contact Barrett’s after his release from prison. Under these circumstances, the Board’s decision is clearly supported by substantial evidence.

7. As to his remaining contentions, Ingram’s claim that he was treated differently than two other employees must be rejected. His case must be judged on its own merits, not compared with other cases which are not a part of this record. As to his claim that the Board did not allow him to present all of his testimony or allow him adequate time for his hearing, I have reviewed the transcript of the hearing before

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<sup>6</sup> 19 *Del.C.* § 3315(1).

<sup>7</sup> *O’Neal’s Bus Service, Inc. v. Employment Sec. Comm’n*, Del. Super., 269 A.2d 247, 249 (1970).

<sup>8</sup> *White v. Security Link*, Del. Super., 658 A.2d 619, 621 (1994).

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the Board and I find this contention to be without merit.<sup>9</sup>

8. For the foregoing reasons, the decision of the Board is ***affirmed***.

**IT IS SO ORDERED.**

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Resident Judge

oc: Prothonotary  
cc: Order Distribution

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<sup>9</sup> The claimant also contends that he believes that at one point he had been approved for unemployment benefits because he received a check. The record does not contain an explanation as to how he received a check, but the record clearly indicates that his request for unemployment benefits was denied at each level. The fact that he apparently received one check is legally insignificant.