

IN THE SUPREME COURT OF THE STATE OF DELAWARE

|                           |   |                                   |
|---------------------------|---|-----------------------------------|
| LM INSURANCE CORPORATION, | § |                                   |
|                           | § | No. 493, 2013                     |
| Appellant Below,          | § |                                   |
| Appellant,                | § | Court Below: Superior Court of    |
|                           | § | the State of Delaware, in and for |
| v.                        | § | Kent County                       |
|                           | § |                                   |
| JESUS SILVA-GARCIA and    | § | C. A. No. K13A-01-002             |
| CITY WINDOW CLEANING OF   | § |                                   |
| DELAWARE, INC.            | § |                                   |
|                           | § |                                   |
| Appellees Below,          | § |                                   |
| Appellees.                | § |                                   |

Submitted: April 30, 2014

Decided: June 13, 2014

Before **STRINE**, Chief Justice, **BERGER** and **JACOBS**, Justices.

**ORDER**

This 13<sup>th</sup> day of June, upon consideration of the briefs of the parties, and their contentions in oral argument, it appears to the Court that the judgment of the Superior Court should be affirmed on the basis of its decision dated August 22, 2013. That judgment upheld the Industrial Accident Board (“IAB”) determination that the workers’ compensation insurance policy issued to appellee, City Window Cleaning of Delaware, Inc. (“City Window”), by appellant, LM Insurance Corporation, was renewed effective January 13, 2010 at 12:01 a.m. Specifically, the IAB found that the term “U.S. postmark,” as used in the Delaware Workers Compensation Insurance Plan Handbook (the “Handbook”), encompasses private

meter marks in applying the relevant Handbook provisions to determine the effective date of City Window’s renewed insurance coverage. We conclude that the IAB’s decision to interpret the term “U.S. postmark” in the Handbook consistently with federal postal standards was proper.<sup>1</sup> We also conclude that the Superior Court properly determined that the IAB’s adjudication of the insurance coverage dispute was not barred by the doctrines of claim preclusion or issue preclusion.

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

BY THE COURT:

/s/ Jack B. Jacobs  
Justice

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<sup>1</sup> See, e.g., United States Postal Service Glossary of Postal Terms, Pub. 32, at 133 (July 2013), available at <http://about.usps.com/publications/pub32.pdf> (defining “metered mail” as “[a]ny mail class or product (except Periodicals and Bound Printed Matter) with postage printed with a USPS-approved postage meter or PC Postage product/system. This mail is entitled to all privileges and subject to all conditions that apply to the various mail classes and products.”).