

IN THE SUPREME COURT OF THE STATE OF DELAWARE

BENEFITS PLUS, a Delaware	§	
general partnership,	§	
	§	No. 201, 2004
Plaintiff Below,	§	
Appellant,	§	Court Below: Superior Court
	§	of the State of Delaware
v.	§	in and for New Castle County
	§	
MID-ATLANTIC HEALTH	§	C.A. No. 02C-05-79
SYSTEMS, INC., a Delaware	§	
corporation,	§	
	§	
Defendant Below,	§	
Appellees.	§	

Submitted: October 8, 2004
Decided: November 16, 2004

Before **STEELE**, Chief Justice, **HOLLAND** and **RIDGELY**, Justices.

ORDER

This 16th day of November, 2004, on consideration of the briefs of the parties, it appears to the Court that:

(1) Benefits Plus appeals a decision of the Superior Court which granted summary judgment in favor of Mid-Atlantic Health Systems, Inc. Benefits Plus had sought damages on a complaint alleging breach of contract, tortious interference with contract, and deceptive trade practices. We have reviewed *de novo* the Superior Court's grant of summary judgment in this case and find

no reversible error. Accordingly, we affirm.

(2) In January 1997, Benefits Plus and Mid-Atlantic Health Systems, Inc. entered into a “Tier II Broker Agreement.” The Agreement had a one-year term, and was to be renewed automatically on a year-to-year basis unless terminated. The Agreement also provided for Mid-Atlantic to pay Benefits a six-percent commission on the proceeds from group health insurance policies sold and produced through Benefits and issued by Mid-Atlantic. The Agreement permitted Benefits to act as general agent and contract separately with other independent agents who in turn would deal directly with the insured. Benefits would then transfer over most of the commission paid by Mid-Atlantic to the independent agent while typically retaining a one-percent commission for itself.

(3) During the course of the Agreement, a company called Catalog Resources purchased group health insurance through an independent agent, L&W Insurance Agency, who in turn placed the insurance with Mid-Atlantic. Benefits served as the general agent to this transaction. Catalog Resources was later absorbed into another company called Client Logic. When Catalog Resources policy was to expire, Client Logic terminated its relationship with L&W. Mid-Atlantic subsequently issued a policy directly to Client Logic.

Because an agent was not involved in this transaction, no commissions were paid to Benefits, L&W or any other broker.

(4) On November 28, 2001, Mid-Atlantic provided written notice to Benefits that it intended to terminate the Agreement effective January 1, 2002. In this letter, Mid-Atlantic offered to enter into a new contract with Benefits. However, a new Agreement between Benefits and Mid-Atlantic was never reached.

(5) On May 9, 2002, Benefits filed a complaint in the Superior Court against Mid-Atlantic. Benefits brought four causes of action in its complaint: (i) a breach of contract claim for Mid-Atlantic improperly terminating the Agreement; (ii) a breach of contract claim for the loss of the Catalog Resources' account; (iii) a claim of tortious interference with contract rights; and (iv) a deceptive trade practices claim. Mid-Atlantic filed a motion for summary judgment. On April 16, 2004, the trial judge granted Mid-Atlantic's motion and dismissed the case with prejudice.

(6) Our review of a trial judge's grant of summary judgment is *de novo*.¹ "We treat all facts in a light most favorable to the non-moving party. We will draw our own factual conclusions if the trial [judge's] rulings are clearly wrong

¹ *Stroud v. Grace*, 606 A.2d 75, 81 (Del. 1992).

and we will decide the summary judgment issue only if there is no dispute of material facts. We examine all legal issues to determine whether the trial [judge] ‘erred in formulating or applying legal precepts.’”² We also review the present record to determine whether Benefits proffered evidence from which any rational trier of fact could infer that Benefits had proven the prima facie elements of its case.³

(7) In this case, the record shows that Benefits merely presented unsupported allegations and did not offer any evidence to prove the elements of its claims or to create a genuine issue of material fact. We agree with the conclusion of the Superior Court that Mid-Atlantic was therefore entitled to summary judgment on this record.⁴

² *Id.* (citations omitted).

³ *Cerberus v. Int’l, Ltd. v. Apollo Management L.P.*, 794 A.2d 1141, 1149 (Del. 2002) (citing *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242 (1986)).

⁴ *Id.*

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

BY THE COURT:

/s/Henry duPont Ridgely
Justice