**The claimant resigned because she believed the CEO's decisions would be detrimental to both the employer's and the claimant's reputation. While her disagreement with his business decisions did not, by itself, constitute good cause attributable to the employer to resign, she also objected to a new requirement that employees use their personal social media to endorse them. Held this job requirement was unreasonable and the claimant resigned for good cause attributable to the employer under G.L. c. 151A, § 25(e)(1). Further efforts to preserve her employment would have been futile, because the employer's CEO controlled all business decisions, refused to entertain the claimant's concerns, and instructed all employees who disagreed with his decisions to resign.**

**Board of Review**
**100 Cambridge Street, Suite 400**
**Boston, MA 02114**
**Phone: 617-626-6400**
**Fax: 617-727-5874**



**Issue ID: 0084 0027 38**

Introduction and Procedural History of this Appeal

The claimant appeals a decision by a review examiner of the Department of Unemployment Assistance (DUA) to deny unemployment benefits. We review, pursuant to our authority under G.L. c. 151A, § 41, and reverse.

The claimant separated from her position with the employer on October 2, 2024. She filed a claim for unemployment benefits with the DUA, which was denied in a determination issued on November 14, 2024. The claimant appealed the determination to the DUA hearings department. Following a hearing on the merits, attended only by the claimant, the review examiner affirmed the agency's initial determination and denied benefits in a decision rendered on January 23, 2025. We accepted the claimant's application for review.

Benefits were denied after the review examiner determined that the claimant voluntarily left employment without good cause attributable to the employer or urgent, compelling, and necessitous reasons and, thus, was disqualified under G.L. c. 151A, § 25(e)(1). Our decision is based upon our review of the entire record, including the recorded testimony and evidence from the hearing, the review examiner's decision, and the claimant's appeal.

The issue before the Board is whether the review examiner's decision, which concluded that the claimant was not entitled to benefits because she resigned to accept a severance package after informing the employer's CEO that she disagreed with his actions, is supported by substantial and credible evidence and is free from error of law.

Findings of Fact

The review examiner's findings of fact are set forth below in their entirety:

1. The claimant worked full-time as a senior creative strategist for the employer, a technology business, from September 2019 until October 2, 2024.

2. The claimant's supervisor was the senior marketing manager.

3. The claimant earned $116,500 annual salary.

4. In approximately September 2024, the employer's chief executive officer (the CEO) asked a client (the Client) to pay a higher rate for services. The Client refused and the CEO directed the Client's access to the employer's services to be cut off. The Client sued the employer and the CEO for tortious interference. The Client's suit alleged that the CEO had engaged in harassment against the Client.

5. The claimant did not agree with the CEO cutting off the Client's access. The claimant believed that the CEO's actions would reflect poorly on her reputation and the employer's reputation.

6. On September 24, 2024, the CEO sent a message to all employees stating that "we're going to need spokespeople, boosters, and researchers." The message did not state that employees must choose one of the options. On an unknown date, the CEO told employees verbally that they needed to choose one of the options.

7. On September 24, 2024, the CEO stated in a post to employees, "To clarify my message above, it's imperative that we all be aligned internally. If for any reason you find yourself not aligned with my statements or actions, I invite you to leave the company. If you leave, your access will be removed immediately, but we won't leave you hanging financially."

8. On approximately October 1, 2024, the employer offered employees the option to accept a separation package (the Offer) of 6 months' severance or $30,000, whichever was higher. Employees had three days to accept the Offer.

9. On approximately October 1, 2024, the claimant stated in a message with the CEO and other employees that she did not agree with the CEO's actions in stopping the Client's access.

10. On approximately October 1, 2024, in the evening, the CEO called the claimant to discuss her disagreement. The CEO told the claimant that she did not know what she was talking about. The CEO did not harass the claimant in the call.

11. On approximately October 2, 2024, the claimant informed the employer that she was accepting the Offer.

12. On approximately October 2, 2024, the claimant quit her job due to her disagreement with the CEO's behavior in blocking the Client's access to services.

13. No one told the claimant that she would be discharged if she did not accept the Offer.

14. The claimant did not take any steps to preserve her employment prior to quitting.

15. The claimant accepted the Offer because she felt that it was generous.

Ruling of the Board

In accordance with our statutory obligation, we review the record and the decision made by the review examiner to determine: (1) whether the findings are supported by substantial and credible evidence; and (2) whether the review examiner's conclusion is free from error of law. After such review, the Board adopts the review examiner's findings of fact except as follows. We reject Findings of Fact ## 14 and 15 as inconsistent with the uncontested evidence in the record. In adopting the remaining findings, we deem them to be supported by substantial and credible evidence. However, as discussed more fully below, we reject the review examiner's legal conclusion that the claimant is not entitled to benefits.

While the claimant maintained that she believed that she was going to be discharged for disagreeing with the employer's CEO, the record does not support a conclusion that she reasonably believed she would be subject to imminent discharge. *See* Consolidated Finding # 13. *See* Malone-Campagna v. Dir. of Division of Employment Security, 391 Mass. 399, 401–402 (1984) (an employee who resigns under the reasonable belief that they are about to be fired did not leave voluntary within the meaning of G.L. c. 151A, § 25(e)(1)). Therefore, the review examiner properly analyzed the claimant's eligibility for benefits under G.L. c. 151A, § 25(e)(1), which provides, in pertinent part, as follows:

> [No waiting period shall be allowed and no benefits shall be paid to an individual under this chapter] . . . (e) For the period of unemployment next ensuing . . . after the individual has left work (1) voluntarily unless the employee establishes by substantial and credible evidence that he had good cause for leaving attributable to the employing unit or its agent. . . .

The explicit language in G.L. c. 151A, § 25(e)(1), places the burden of persuasion on the claimant. Cantres v. Dir. of Division of Employment Security, 396 Mass. 226, 230 (1985).

The claimant testified that she resigned because she believed that the CEO's decision to cut off services to a client would be detrimental to the employer and was concerned that her alignment with his decision would be detrimental to her future job prospects. *See* Findings of Fact ## 4, 5, and 12. When a claimant contends that her separation was for good cause attributable to the employer, the focus is on the employer's conduct and not on the employee's personal reasons for leaving. Conlon v. Dir. of Division of Employment Security, 382 Mass. 19, 23 (1980). We must

first address whether the claimant's workplace complaint was reasonable. *See* Fergione v. Dir. of Division of Employment Security, 396 Mass. 281, 284 (1985) (claimant's belief that she was being harassed was not a reasonable one).

Under long standing Massachusetts appellate law, general and subjective "disappointment with the manner in which [the employer] was run . . . does not rise to the level of good cause." Sohler v. Dir. of Division of Employment Security, 377 Mass. 785, 789 (1979). While the claimant felt uncomfortable with the CEO's decision to cut off services to a client, there is no indication that his decision to do so "subjected [the claimant] to professional sanction, criminal prosecution, or liability in tort." Id. Thus, her disagreement with the CEO's treatment of the client is not, by itself, good cause attributable to the employer for resigning under G.L. c. 151A, § 25(e)(1).

However, the claimant did not resign solely because she disagreed with that decision. In order to ensure employees were "internally aligned" with his decision, the CEO required employees to assume additional duties as either a spokesperson, booster, or researcher. Finding of Fact # 6. In a message sent on September 24, 2024, which was admitted into evidence as part of Exhibit 1, the CEO explained that individuals who chose to be spokespeople and boosters were expected to use their personal social media accounts to publicly condone and promote the employer's actions "[i]n this war with [the client]." Researchers were required to review the employer's code, systems, and network to identify any issues with the employer's services.[1] Because the claimant did not have the training or knowledge to work on the employer's coding, she was forced to choose between two roles that required her to use her personal social media to explicitly condone the employer's actions. *See* Finding of Fact # 1. Thus, the claimant's decision to resign was a result of not only her disagreement with the CEO's actions but also the new job responsibility that she align herself with his decisions by publicly condoning them through her own, personal social media.

Generally, an employer may reasonably expect its employees to perform their job in accordance with its business decisions, even if the employees do not agree with such decisions. However, we believe that it unreasonable for an employer to compel employees to publicly advocate for something that they disagree with, particularly to their personal or private network of friends and family. The CEO's new requirement constituted an unreasonable, detrimental change to the terms and conditions of the claimant's employment, creating good cause attributable to the employer to resign.

However, our inquiry does not end there. The Supreme Judicial Court has held that an employee who voluntarily leaves employment due to an employer's action has the burden to show that she made a reasonable attempt to correct the situation, or that such attempt would have been futile. Guarino v. Dir. of Division of Employment Security, 393 Mass. 89, 93–94 (1984). To satisfy this requirement, a claimant does not have to establish that she had no choice but to resign; she merely needs to show that her actions were reasonable. Norfolk County Retirement System v. Dir. of Department of Labor and Workforce Development, 66 Mass. App. Ct. 759, 766 (2006) (citation omitted).

[1] Exhibit 1, while not explicitly incorporated into the review examiner's findings of fact, is part of the unchallenged evidence introduced at the hearing and placed into the record, and it is thus properly referred to in our decision today. *See* Bleich v. Maimonides School, 447 Mass. 38, 40 (2006); Allen of Michigan, Inc. v. Deputy Dir. of Department of Employment and Training, 64 Mass. App. Ct. 370, 371 (2005).

After informing employees of these new obligations, the CEO sent another message to employees informing them that, if they did not take steps to align themselves with his statements and actions, they were invited to accept a severance package and leave the company. Finding of Fact # 7. The claimant first went to the employer's human resources department but was told that there was nothing that they could do because the CEO had final authority on the employer's business decisions.[2] When the claimant then expressed her concerns to the CEO and asked for clarification on her situation, the CEO refused to engage with the claimant. He dismissed the issues she raised and told her that she did not know what she was talking about. Findings of Fact ## 9 and 10. Based on this series of events, the claimant has met her burden to show that she reasonably believed further steps to preserve her employment would have been futile.

We, therefore, conclude as a matter of law that the claimant resigned her position voluntarily with good cause attributable to the employer under G.L. c. 151A, § 25(e)(1).

The review examiner's decision is reversed. The claimant is entitled to receive benefits for the week of October 13, 2024, and for subsequent weeks if otherwise eligible.

**BOSTON, MASSACHUSETTS**
**DATE OF DECISION - March 28, 2025**

Paul T. Fitzgerald, Esq.
Chairman

Charlene A. Stawicki, Esq.
Member

Member Michael J. Albano did not participate in this decision.

**ANY FURTHER APPEAL WOULD BE TO A MASSACHUSETTS STATE DISTRICT COURT**
**(See Section 42, Chapter 151A, General Laws Enclosed)**

The last day to appeal this decision to a Massachusetts District Court is thirty days from the mail date on the first page of this decision. If that thirtieth day falls on a Saturday, Sunday, or legal holiday, the last day to appeal this decision is the business day next following the thirtieth day.

To locate the nearest Massachusetts District Court, see:
www.mass.gov/courts/court-info/courthouses

[2] The claimant's testimony in this regard is also part of the unchallenged evidence introduced at the hearing and placed into the record.

Please be advised that fees for services rendered by an attorney or agent to a claimant in connection with an appeal to the Board of Review are not payable unless submitted to the Board of Review for approval, under G.L. c. 151A, § 37.

LSW/rh