

# CLIENT ALERT



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## DID I *quit* MY JOB OR WAS I *forced* TO RESIGN...

THAT IS THE QUESTION



**I**n *Félix Rivera Figueroa v. The Fuller Brush Co. of Puerto Rico*, 2011 TSPR 25, the Puerto Rico Supreme Court recently analyzed this question: how and when should a resignation from employment be considered a termination under Public Law No. 80 of May 30, 1976 (hereinafter “Law 80”). The Court has now clearly explained that the key to determining whether an employee’s decision to resign constitutes an involuntary act, namely a constructive dismissal, ***is when the only reasonable alternative for the employee, as a result of the intentional and pervasive actions of the employer, is to resign.***

### ≈ *The Facts* ≈

Plaintiff filed a complaint under Law 80 for wrongful termination by claiming that he had been forced to resign, thus constructively discharged. Plaintiff alleged that he was forced to resign by Defendant’s attitude towards him, including the cancellation of certain benefits such as dinners paid for by his employer. Plaintiff also claimed that the method of compensation changed in a drastic and sudden way.

Plaintiff also argued that he was being pressured to resign to his position as salesperson and to become an independent contractor for Defendant. He claimed

that after declining said offer he was treated rudely and in a hostile manner. He argued that these actions changed his employment conditions, thus Plaintiff solely relied on his testimony by describing the “distressing circumstances” at his workplace.

### ≈ *In conclusion* ≈

The constructive discharge of an employee occurs when an employer, rather than directly discharging an individual, intentionally creates intolerable working conditions that force an employee to resign or when the working conditions become so difficult or unpleasant that a reasonable person would have determined ***that the only reasonable alternative was to resign.*** Employees interested in pursuing constructive discharge claims need to demonstrate the severity of the employer’s actions. In addition, the employee must provide evidence to support such allegations. The mere dissatisfaction with work assignments, a feeling of being unfairly criticized, or difficult or unpleasant working conditions, without more, are not enough to establish that a reasonable person would have no other option but to resign. ***In this case the Plaintiff failed to provide evidence to support his allegations that resigning was his only reasonable alternative. His claim was dismissed.***

We at Goldman remain committed in assisting you and your business to adjust to these changes in the Law. For further information you may contact Luis F. Antonetti, Esq. or any of the attorneys in the Labor & Employment Law Department.

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