

COURT OF APPEAL OF LOUISIANA, SECOND CIRCUIT

Sherita Ann Cooks v. The City of Shreveport through its Mayor, Ollie Tyle, The Shreveport Fire Department Chief, Edwin Scott Wolverton, Chief of Communications, Kathy Owens Rushworth, Chief of Communications, Kim LaShun Tolliver

Cooks · No. 54,841-CA · Decided March 1, 2023

SUMMARY

The Louisiana Second Circuit affirmed summary judgment dismissing Sherita Cooks's claims against the City of Shreveport and related defendants. The court held that Cooks failed to establish constructive termination, discipline, reprisal, or a threat of reprisal under Louisiana's whistleblower statutes, and that the outstanding discovery concerning an alleged secret fund was immaterial to that issue.

CASE DETAILS

COURT	Court of Appeal of Louisiana, Second Circuit
WRITING FOR THE COURT	Stone, J.; Cox, J.; Ellender, J.
JURISDICTION	Court of Appeal of Louisiana, Second Circuit
DECIDED	March 1, 2023
DOCKET	54,841-CA
DISPOSITION	affirmed
PROCEDURAL POSTURE	Plaintiff appealed the First Judicial District Court's grant of defendants' motion for summary judgment dismissing all claims with prejudice.
STANDARD OF REVIEW	Summary judgment is reviewed de novo. Summary judgment is proper after adequate discovery when the motion and supporting documents show no genuine issue of material fact and that the mover is entitled to judgment as a matter of law.
PRECEDENTIAL VALUE	Published Louisiana Court of Appeal opinion
PARTIES	Sherita Ann Cooks v. The City of Shreveport through its Mayor, Ollie Tyle, The Shreveport Fire Department Chief, Edwin Scott Wolverton,

TOPICS

whistleblower constructive discharge summary judgment standard of review municipal liability

PRACTICE AREAS

employment law municipal law civil procedure appellate procedure remedies

QUESTIONS PRESENTED

1. Whether the trial court properly granted summary judgment on Cooks's whistleblower claims because she failed to produce evidence of constructive termination, discipline, reprisal, or a threat thereof.
2. Whether summary judgment was premature because Cooks had outstanding discovery concerning the alleged International CAD Consortium fund.

HOLDINGS

1. Cooks failed to establish a prima facie case of constructive termination or otherwise produce evidence that the public employer subjected her to discipline, reprisal, or a threat of discipline or reprisal. The evidence concerning an employee-assistance-program scheduling dispute, the prior employees' departures, the sabbatical, and the instruction to stop pursuing the fund matter did not show that the employer intentionally and deliberately created working conditions so intolerable that a reasonable person would feel compelled to resign.
2. The outstanding discovery concerning the International CAD Consortium fund did not preclude summary judgment because the details of the fund were immaterial to whether Cooks could prove constructive termination, discipline, reprisal, or a threat thereof.

KEY QUOTATIONS

“Constructive termination (or discharge) occurs when the employer intentionally and deliberately creates such severely intolerable working conditions that a reasonable person in the employee’s shoes would feel compelled to resign.” (5)

“This is a non sequitur: even if it is assumed that the details of the ICC fund that should have been – but were not – produced were most favorable to the plaintiff’s case, the plaintiff nonetheless failed to support her claim of constructive termination.” (6)

FACTUAL BACKGROUND

Cooks was employed as a financial accreditation manager with the Shreveport Fire Department beginning in June 2014. She alleged that her supervisor directed her to use personal funds for department business and instructed her not to disclose an off-the-books International CAD Consortium fund, which she characterized as a slush fund. After reporting the fund and alleged workplace mistreatment, Cooks experienced stress, took a

sabbatical, and used the City's employee assistance program, but she returned to work after the employees involved in the alleged hostile environment were no longer employed or supervising her. She resigned in November 2016 and claimed constructive termination.

PROCEDURAL HISTORY

Sherita Cooks sued the City of Shreveport and related officials, alleging whistleblower retaliation and constructive termination arising from her reports concerning an alleged off-the-books fund and workplace mistreatment. The trial court granted the defendants' motion for summary judgment and dismissed all claims with prejudice. The Louisiana Second Circuit affirmed, concluding that Cooks failed to produce evidence establishing constructive termination, discipline, reprisal, or a threat thereof, and that the outstanding discovery was immaterial to that issue.

DISPOSITION

affirmed

CASES CITED

- Peironnet v. Matador Res. Co., 12-2292 (La. 6/28/13), 144 So. 3d 791, 814
- Hines v. Garrett, 04-0806 (La. 6/25/04), 876 So. 2d 764
- Jones v. Est. of Santiago, 03-1424 (La. 4/14/04), 870 So. 2d 1002, 1006
- Ray v. City of Bossier City, 37,708 (La. App. 2 Cir. 10/24/03), 859 So. 2d 264