

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
ALABAMA

Barbarietta Turner-Pugh, et al. v. Monroe County Board of
Education, et al.

Civil Action No. 1:23-cv-294-TFM-N · No. 1:23-cv-294-TFM-N · Decided January 14, 2026

SUMMARY

The United States District Court for the Southern District of Alabama grants defendants’ motion for summary judgment on Lizzie Ingram’s Title VII discrimination and retaliation claims, Equal Pay Act claim, defamation claim, and breach-of-contract claim. The court concludes that Ingram failed to establish sufficient evidence of discrimination, retaliation, or pretext, and the excerpt addresses state-agent immunity and the elements of her defamation claim.

CASE DETAILS

COURT	United States District Court for the Southern District of Alabama
WRITING FOR THE COURT	Terry F. Moorer
JURISDICTION	United States District Court for the Southern District of Alabama
DECIDED	January 14, 2026
DOCKET	1:23-cv-294-TFM-N
DISPOSITION	other
PROCEDURAL POSTURE	Defendants Monroe County Board of Education and Gregory Shehan moved for summary judgment on Plaintiff Lizzie Ingram's Title VII discrimination and retaliation claims, Equal Pay Act claim, defamation claim, and breach-of-contract claim. The court granted the motion and dismissed the claims with prejudice.
STANDARD OF REVIEW	Summary judgment is appropriate when there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The court must view the evidence and draw reasonable inferences in favor of the nonmovant, may not weigh evidence or make credibility determinations, and requires the nonmovant to designate specific facts showing a genuine issue for trial.
PRECEDENTIAL VALUE	unknown

TOPICS

title vii

employment discrimination

retaliation

defamation

summary judgment

PRACTICE AREAS

employment law

civil rights

defamation

civil procedure

QUESTIONS PRESENTED

1. Whether Ingram produced sufficient evidence to create a genuine dispute that the Board discriminated against her based on race or sex under Title VII.
2. Whether Ingram produced sufficient evidence that the Board retaliated against her for protected activity and that the Board's stated reason for allowing her contract to expire was pretextual.
3. Whether Shehan was entitled to state-agent immunity on Ingram's defamation claim based on the alleged email to a newspaper reporter.
4. Whether Ingram produced evidence of publication of a false and defamatory statement sufficient to support her Alabama defamation claim.
5. Whether Ingram's conceded Equal Pay Act and breach-of-contract claims should be dismissed with prejudice.

HOLDINGS

1. Summary judgment was proper on Ingram's Title VII discrimination claims because she failed to identify a similarly situated comparator for her race claim and failed to present a convincing mosaic of circumstantial evidence supporting intentional sex discrimination.
2. Summary judgment was proper on Ingram's retaliation claim because, even assuming she established a prima facie case, she failed to rebut the Board's legitimate, nondiscriminatory reason for allowing her contract to expire.
3. State-agent immunity did not apply, at the summary-judgment stage, to the alleged publication of defamatory remarks by Shehan in a private email to the reporter because Ingram's theory treated the communication as outside the state-agent function of speaking at a Board meeting.
4. Summary judgment was proper on Ingram's Alabama defamation claim because she produced no evidence establishing what Shehan allegedly communicated to the reporter or that the alleged communication contained a false statement.
5. Ingram's Equal Pay Act and breach-of-contract claims were dismissed with prejudice because she conceded their dismissal.

KEY QUOTATIONS

“However, Ingram does nothing to rebut MCBOE’s reason for the termination. Thus, the retaliation claim for termination fails also.” (Section IV.A.2)

“In the absence of any evidence that the email exists or what it contained, Shehan’s motion for summary judgment on Ingram’s claim for defamation is due to be granted.” (Section IV.B.2)

“Accordingly, the Motion for Summary Judgment (Doc. 89) is GRANTED, and Plaintiff Lizzie Ingram’s claims that she brings against Defendants Monroe County Board of Education and Gregory Shehan are DISMISSED with prejudice.” (Conclusion)

FACTUAL BACKGROUND

Lizzie Ingram served as the Monroe County Board of Education's Chief School Finance Officer under a contract running through March 10, 2023. After Ingram supported co-plaintiff Turner-Pugh during a contentious interaction with Superintendent Gregory Shehan, the Board placed Ingram on detached duty and allowed her contract to expire, citing an alleged unauthorized \$14,760 salary supplement that had been paid over twelve months. Ingram claimed the payment was authorized through a McKinney-Vento grant and alleged that the Board's actions were discriminatory and retaliatory. She also claimed that Shehan defamed her by providing a newspaper reporter with information about the disputed payment, but offered no email, recording, or other evidence establishing what Shehan allegedly communicated.

PROCEDURAL HISTORY

Ingram and her co-plaintiffs filed suit on August 1, 2023. Ingram's operative complaint asserted federal claims against the Monroe County Board of Education and state-law claims against Gregory Shehan. After discovery, Defendants moved for summary judgment. Ingram conceded dismissal of her Equal Pay Act and breach-of-contract claims, and the court granted summary judgment on the remaining Title VII and defamation claims.

DISPOSITION

other

CASES CITED

- *Consol. Dev. Corp. v. Sherritt, Inc.*, 216 F.3d 1286, 1291–92 (11th Cir. 2000)
- *Stewart v. Booker T. Washington Ins.*, 232 F.3d 844, 848 (11th Cir. 2000)
- *Greenberg v. BellSouth Telecomms., Inc.*, 498 F.3d 1258, 1263, 1265 (11th Cir. 2007)
- *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248–50 (1986)
- *Ritchey v. S. Nuclear Operating Co.*, 423 F. App'x 955 (11th Cir. 2011)
- *Celotex Corp. v. Catrett*, 477 U.S. 317, 322–23 (1986)
- *Clemons v. Dougherty County*, 684 F.2d 1365, 1369 n.5 (11th Cir. 1982)
- *Pan-Islamic Trade Corp. v. Exxon Corp.*, 632 F.2d 539, 556 (5th Cir. 1980)
- *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 586–87 (1986)
- *Moore ex rel. Moore v. Reese*, 637 F.3d 1220, 1232 (11th Cir. 2011)
- *Rosario v. Am. Corrective Counseling Servs., Inc.*, 506 F.3d 1039, 1043 (11th Cir. 2007)
- *Lujan v. Nat'l Wildlife Fed'n*, 497 U.S. 871, 888 (1990)
- *Cordoba v. Dillard's, Inc.*, 419 F.3d 1169, 1181 (11th Cir. 2005)
- *Stavropoulos v. Firestone*, 361 F.3d 610, 616–17 (11th Cir. 2004)

- Bass v. Bd. of Cty. Comm'rs, 256 F.3d 1095, 1117 (11th Cir. 2001)
- Rice-Lamar v. City of Ft. Lauderdale, 232 F.3d 836, 842–43 (11th Cir. 2000)
- Holifield v. Reno, 115 F.3d 1555, 1561–62 (11th Cir. 1997)
- Davis v. Town of Lake Park, 245 F.3d 1232, 1240 (11th Cir. 2001)
- Doe v. Dekalb Cty. Sch. Dist., 145 F.3d 1441, 1453 (11th Cir. 1998)
- Crawford v. Carroll, 529 F.3d 961, 970–71 (11th Cir. 2008)
- Burlington N. & Santa Fe Ry. Co. v. White, 548 U.S. 53, 69 (2006)
- Quigg v. Thomas Cnty. Sch. Dist., 814 F.3d 1227, 1241 (11th Cir. 2016)
- Lewis v. City of Union City, 918 F.3d 1213, 1227–28 (11th Cir. 2019) (en banc)
- Smith v. Lockheed-Martin Corp., 644 F.3d 1321, 1328 (11th Cir. 2011)
- Lewis v. City of Union City, 934 F.3d 1169, 1185 (11th Cir. 2019)
- Jenkins v. Nell, 26 F.4th 1243, 1250 (11th Cir. 2022)
- Thomas v. Cooper Lighting, Inc., 506 F.3d 1361, 1364 (11th Cir. 2007)
- Brungart v. BellSouth Telecomm., Inc., 231 F.3d 791, 798–99 (11th Cir. 2000)
- Worley v. City of Lilburn, 408 F. App'x 248, 251 (11th Cir. 2010)
- Chapman v. AI Transport, 229 F.3d 1012, 1030 (11th Cir. 2000)
- Mayfield v. Patterson Pump Co., 101 F.3d 1371, 1376 (11th Cir. 1996)
- Ex parte Cranman, 792 So. 2d 392 (Ala. 2000)
- Nelson v. Lapeyrouse Grain Corp., 534 So. 2d 1085, 1091 (Ala. 1988)
- Gary v. Crouch, 867 So. 2d 310, 313 (Ala. 2003)
- Garcia v. Casey, 75 F.4th 1176, 1191–92 (11th Cir. 2023)
- Giambrone v. Douglas, 874 So. 2d 1046, 1052 (Ala. 2003)
- Regional Prime Television v. South, 399 So. 3d 220, 254 (Ala. 2024)