

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

ALEXANDER GEDDIS, JR.,)	
)	Civil Action No. 99-304-RRM
Plaintiff,)	
)	
v.)	
)	
THE UNIVERSITY OF DELAWARE,)	
)	
Defendant.)	

MEMORANDUM OPINION

Gary W. Aber, Esquire, Heiman, Aber, Goldlust & Baker, Wilmington, Delaware;
counsel for Plaintiff.

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Philadelphia, Pennsylvania; counsel for Defendant.

Wilmington, Delaware
May 16, 2001

McKELVIE, District Judge

This is an employment case. Plaintiff Alexander Geddis, Jr. is a Caucasian male formerly employed by the University of Delaware as Director of Support Services. Defendant University of Delaware is a public university owned and operated by the State of Delaware. The University terminated Geddis's employment on May 31, 1996. On May 13, 1999, Geddis filed a complaint setting forth eight causes of action relating to his termination. Since the initial filing, the parties have stipulated to the dismissal of all claims except Counts III and IV. Count IV alleges that the University engaged in reverse race and gender discrimination in violation of Title VII when it terminated Geddis and replaced him with an African-American female. Count III alleges that the termination resulted in a breach of the implied covenant of good faith and fair dealing.

The University has moved for summary judgment that: (1) Geddis's Title VII claim is time-barred; (2) the University did not terminate Geddis in violation Title VII; and (3) the University did not breach the covenant of good faith and fair dealing when it terminated Geddis. This is the court's decision on the University's motion.

I. FACTUAL BACKGROUND

The court draws the following facts from the parties' pleadings, affidavits, depositions and documents referenced therein. All inferences and factual disputes are construed in favor of Geddis, the nonmoving party.

The University employed Geddis as Director of Supporting Services from February 23, 1988 until May 31, 1996. In that capacity, Geddis managed six major

administrative departments including the Graphics, Communications, Campus Mail and Publications departments. As part of his duties, Geddis oversaw a seven million dollar budget and approximately eighty employees. Between 1988 and 1991, Geddis reported to Robert Mayer, Vice President of Facilities Management and Services. When Mayer left the University, Geddis applied for the then vacant position of Assistant Vice President, Administrative Services. The University, however, hired Barbara Kreppel to fill the position. As a result, Geddis began reporting to Kreppel in 1991 and continued to report to her until his termination in 1996.

The University first received complaints about Geddis's management practices in March and April of 1994 when several employees in the Publications office complained to University administrators that Geddis's management style was abusive. The employees' complaints focused primarily on Geddis's failure to communicate with employees and his autocratic style. Certain employees accused Geddis of verbal abuse and gender bias. In a follow-up to the complaints, Maxine Colm, Vice President of Administration, met with the Publications employees to hear their concerns. After the meeting, the University directed Geddis and Gail Armstrong, the manager of the Publications office, to meet with Cecily Harmon, Director of the University's Employee Assistance Program, to address the managerial problems. At the meeting, Geddis denied the Publications employees' allegations.

In a letter dated May 26, 1994, Kreppel reprimanded Geddis for disregarding her authority after he authorized the printing of the Central Stores Office Supplies Catalog

without her prior approval. Kreppel wrote that Geddis's decision to override her authority lessened her confidence in his ability to "effectively communicate [her] management and customer service philosophies to [his] units and the University community in those instances when [he does] not agree with [her]."

In December 1994, Kreppel reviewed Geddis as part of his annual performance appraisal covering the year between April, 1993 and April, 1994. In the evaluation, Kreppel rated Geddis "Below Expectations" in the categories of "Interpersonal Relations" and "Communications Abilities." Kreppel commented that "one-on-one meetings [with Geddis] usually take on an argumentative tone." Kreppel also criticized Geddis's preparation of written proposals. Kreppel specifically wrote that "[t]he Central Stores/Hansen's proposal had to be rewritten several times as the earlier versions did not clearly outline the problem, what was to be accomplished or how we were going to reach our goal in the new arrangement."

On January 3, 1995, David Hollowell, Executive Vice President of the University, learned that Corporate Express, a vendor, had commented that Geddis was inappropriately pressuring company representatives for golf trips and gifts. Hollowell notified Geddis of the accusations. Geddis denied any inappropriate conduct, and Hollowell advised him to be more careful in dealing with University vendors.

Complaints about Geddis's management practices resurfaced in late 1995. On November 6, 1995, Fentress Truxon, an African-American subordinate of Geddis, accused him of racial discrimination. Upon learning of the accusation, Thomas LaPenta,

Associate Vice President of Human Resources and Labor Relations, sent an e-mail to Colm describing Geddis's behavior as "rude, crude, sarcastic and ill-tempered" and advising that the University needed to be pro-active in handling the situation or risk a lawsuit. Truxon eventually filed a charge of racial discrimination against the University mainly citing Geddis's racially biased disciplinary practices. Truxon, however, later explained that he only accused Geddis in the complaint because Geddis was his supervisor.

On November 9, 1995, Kreppel reviewed Geddis as part of his annual performance appraisal covering the year between April, 1994 and April, 1995. Kreppel again rated Geddis as "Below Expectations" in the categories of "Interpersonal Relations" and "Communications Abilities."

On November 15, 1995, LaPenta sent an e-mail to Kreppel reporting that: (1) Geddis had referred to her as that "fucking woman" and a "fucking bitch;" (2) Geddis had described the Campus Mail Department as a "fucking breeding factory" in reference to the number of pregnant employees working in the department; (3) Geddis had threatened to "tear [Tom Magaw's] head off [his] shoulders" if he delivered certain catalogs; (4) Geddis frequently arrived at work smelling of alcohol; (5) Geddis usually arrived at work late in the morning limiting his time for meeting with subordinates; and (6) Geddis had not conducted a staff meeting in over three years. LaPenta had gathered the information from complaints by James Crowe and Tom Magaw, two subordinates of Geddis. LaPenta asked Crowe and Magaw to prepare letters detailing their allegations.

According to Geddis, it was well-known at the University that Crowe disliked him. In fact, Geddis contends that Crowe once told Truxon that he was “going to get Al,” and on another occasion told Geddis that he wanted him “to get his.” Geddis believes that Kreppel was aware of the tension between Crowe and Geddis.

On November 20, 1995, Kreppel met with Colm and LaPenta to discuss the most recent complaints about Geddis. After the meeting, Kreppel assigned Charlene Benson, an African-American, to monitor Geddis’s conduct and performance.

On November 29, 1995, Crowe and Magaw submitted written letters setting forth their complaints against Geddis. Crowe would later submit a second letter reiterating the same allegations. Having reviewed the written statements, Kreppel asked Geddis to meet with her and Colm on December 8, 1995.

In preparation for the December 8 meeting, Kreppel wrote a description of Benson’s anticipated duties while assigned to monitor Geddis. She also prepared a Memorandum of Warning outlining the allegations raised by Crowe and Magaw and Benson’s assignment to Supporting Services. At the meeting, Kreppel and Colm confronted Geddis with the accusations. Geddis denied all of the allegations except those relating to the lack of staff meetings and the threatening of Magaw. As to the meetings, Geddis explained that he met with subordinates on a one-to-one basis instead of holding staff meetings. With regard to the threat, Geddis explained that he made the statement over the phone, and as such, the threat resulted in no humiliation or embarrassment. Geddis further explained that he later apologized to Magaw. After Geddis’s response,

Kreppel told him that he should spend the upcoming months looking for other employment.

In January 1996, Geddis met with Hollowell to discuss the December 8 meeting with Kreppel and Colm. During their conversation, Hollowell reiterated that Geddis should pursue other employment and offered to provide him with a reference.

In February, 1996, Truxon complained to LaPenta that Geddis had referred to him and Benson as “you people.”

On May 14 1996, Geddis met with Kreppel for his last performance evaluation, during which he again told her that Crowe’s and Magaw’s allegations were lies. Despite his denial, Kreppel presented him with a letter notifying him of his termination effective May 31, 1996. Geddis immediately grieved his termination pursuant to the University’s Professional Grievance Procedure. Geddis exhausted the grievance procedure for professional salaried employees, losing at every step.

Following Geddis’s dismissal, the University hired Benson to replace Geddis as Director of Supporting Services. Benson had originally come to the University as an executive assistant to Hollowell. In order to learn the skills necessary to direct Support Services, Benson began familiarizing herself with the departments prior to Geddis’s termination.

The University appointed Benson to the position of Director of Support Services without conducting an official executive search for other candidates to replace Geddis. University policy requires such a search unless the selected employee is found to be of a

minority status demonstrably underutilized by the University. The University's Office of Affirmative Action must approve these appointments. Ron Whittington, Director of Affirmative Action, approved Benson's appointment in one day without making a finding of demonstrable underutilization.

II. PROCEDURAL BACKGROUND

On March 6, 1997, Geddis filed a charge of discrimination with the Equal Employment Opportunity Commission ("EEOC") and the Delaware Department of Labor.

On May 13, 1999, Geddis filed a complaint in this court setting forth eight counts alleging violations based on the following grounds: (1) breach of contract; (2) promissory estoppel; (3) breach of the implied covenant of good faith and fair dealing; (4) race and gender discrimination under Title VII; (5) the Age Discrimination in Employment Act; (6) the Americans with Disabilities Act; (7) 19 Del. § 711; and (8) civil rights.

On July 13, 1999, the University answered Geddis's complaint.

By joint stipulation, the parties agreed to the dismissal of all claims except Counts III and IV. Count IV alleges that the University engaged in reverse race and gender discrimination in violation of Title VII when it terminated Geddis and replaced him with an African-American female. Count III alleges that the termination constituted a breach of the implied covenant of good faith and fair dealing.

On February 7, 2001, the University moved for summary judgment that: (1) Geddis's Title VII claim is time-barred; (2) the University did not engage in reverse race

or gender discrimination in violation of Title VII when it terminated Geddis; and (3) the University did not breach the covenant of good faith and fair dealing in terminating Geddis. The University specifically argues that Geddis violated 42 U.S.C. § 2000e when he failed to submit a charge to the EEOC within 300 days of the alleged discriminatory act. The University further argues that Geddis has presented no evidence that his race or gender played a role in his termination, and as a result, no reasonable juror could conclude that his termination was discriminatory. Finally, the University contends that Geddis has presented no evidence that it acted with fraudulent or deceitful intent in terminating Geddis, and as such, no reasonable juror could find a breach of the implied covenant of good faith and fair dealing.

On March 12, 2001, Geddis responded to the summary judgment motion arguing that his claim was not time-barred, and that given the evidence set forth, a reasonable juror could find a breach of the implied covenant of good faith and fair dealing and that his termination was discriminatory.

On March 20, 2001, the University replied to Geddis's response reiterating its proposed grounds for summary judgment.

On May 14, 2001, the court heard oral argument on the motion.

III. DISCUSSION

Summary judgment is appropriate if “the pleadings, depositions, answers to interrogatories and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a

judgment as a matter of law.” Fed. R. Civ. P. 56(c). A fact is material if it “might affect the outcome of the suit under the governing law.” Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986). There is a genuine issue as to a material fact “if a reasonable jury could return a verdict for the nonmoving party.” Id.

A. Is Geddis’s Title VII Claim Time-Barred by 42 U.S.C. § 2000e-5(e)?

In order for a Delaware employee to sue an employer for race or gender discrimination pursuant to Title VII, the employee must first submit an administrative charge to the EEOC within 300 days of the challenged discriminatory act. 42 U.S.C. § 2000e-5(e). If the employee fails to submit a charge within the statutory period, the employee will be barred from pursuing relief in a federal court. Watson v. Eastman-Kodak Co., No. 99-3520, 2000 WL 1864346 at *3 (3d Cir. Dec. 21, 2000). In deciding when the 300 day period begins to run, “the proper focus is upon the time of the discriminatory acts, not upon the time at which the consequences of the acts became most painful.” Delaware State College v. Ricks, 449 U.S. 250, 252 (1980) (quoting Abramson v. University of Hawaii, 594 F.2d 202, 209 (9th Cir. 1979)). The parties dispute the date of the initial alleged discriminatory act.

The University argues that the initial alleged discriminatory act occurred on December 8, 1995 when Kreppel advised Geddis that he should spend the ensuing months looking for another job. Geddis filed his EEOC charge on March 6, 1997, 452 days after December 8, 1995. The University therefore contends that Geddis’s complaint

is time-barred because he did not file his EEOC charge within the 300 day statutory period.

In support of its position, the University argues that Geddis knew on December 8, 1995 that he would eventually be terminated. As evidence of his knowledge, the University points to Geddis's EEOC charge in which he states that he "was informed by Barbara Kreppel, Asst. V.P. for Administrative Services, that the decision to terminate [him] was based upon [his] alleged unprofessional conduct as outlined in her December 8, 1995 and May 14, 1996 letters" The University argues that in this statement, Geddis concedes that the initial alleged discriminatory act occurred on December 8, 1995.

Geddis counters that the initial alleged discriminatory act occurred on May 14, 1996 when Kreppel presented Geddis with a letter notifying him of his termination effective May 31, 1996. There were 296 days between May 14, 1996 and March 6, 1997. Thus, Geddis argues that he submitted his EEOC charge within the 300 day statutory period. In support of his position, Geddis points to the Third Circuit's decision in Colgan v. Fisher Scientific Company where the court explained that the statutory period begins to run "when the employer . . . establishe[s] an *official position* and ma[kes] that position apparent to the employee by explicit notice." 935 F.2d 1407, 1416 (3d Cir 1991) (emphasis added). Geddis contends that the University first announced its "official position" in the May 14, 1996 letter, and therefore, the period must run from that date.

After reviewing the parties contentions and the supporting documents, the court finds that Geddis did not concede that the initial alleged discriminatory act occurred on December 8, 1995. Rather, his statement in the EEOC charge conveys that the allegations against him were outlined on December 8, 1995. As a result, the court concludes that there is a genuine issue of material fact as to the date on which Geddis received notice of the University's official position regarding his termination. Thus, it is inappropriate for the court to enter judgment as a matter of law.

B. Could a Reasonable Juror Find that the University's Termination of Geddis Violated Title VII?

In Count IV of his complaint, Geddis asserts that the University terminated him in violation of Title VII. Title VII makes it an "unlawful employment practice for an employer . . . to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, gender or national origin." 42 U.S.C. § 2000e-2. Most cases arising under Title VII concern a minority plaintiff alleging discrimination based on his minority status. The present dispute, however, is a reverse discrimination case in that Geddis accuses the University of terminating him mainly because he is a non-minority.

The Supreme Court developed a burden-shifting analysis for the more common type of Title VII cases in McDonnell Douglas v. Green "to allow plaintiffs to proceed without direct proof of illegal discrimination where circumstances are such that common

sense and social context that discrimination occurred.” Iadimarco v. Runyon, 190 F.3d 151, 157 (3d Cir. 1999). The Court decided that the plaintiff must carry the initial burden of establishing a prima facie case of discrimination by showing that: (1) he is a member of a minority group; (2) he applied and was qualified for a job for which the employer was seeking applicants; (3) he was rejected despite his qualifications; and (4) following his rejection, the position remained open and the employer continued to seek applicants from persons of complainant’s qualifications.” McDonnell Douglas v. Green, 411 U.S. 792, 802 (1973).

Once a plaintiff establishes a prima facie case, “the burden then must shift to the employer to articulate some legitimate, nondiscriminatory reason for the employer’s rejection.” Id. at 802. The defendant, however, is not required to show that the nondiscriminatory purpose motivated its actions. See Texas Dept. Of Community Affairs v. Burdine, 450 U.S. 248, 254 (1981). If the employer does offer a nondiscriminatory purpose, then the burden shifts back to the plaintiff to show that the stated purpose is mere pretext. See McDonnell Douglas, 411 U.S., at 802.

Since McDonnell Douglas, courts have extended the burden-shifting analysis to reverse discrimination cases. See Iadimarco, 190 F.3d at 158 (“No doubt because of this country’s history of race relations, most Title VII plaintiffs have been members of a minority group, and the first prong of the McDonnell Douglas was stated in the context of history [T]he language of McDonnell Douglas itself clearly establishes that the substance of the burden-shifting analysis applies with equal force to claims of ‘reverse

discrimination.”). The reverse discrimination context, however, creates a problem because it necessarily involves a non-minority plaintiff, and the first prong of the McDonnell Douglas analysis requires a plaintiff to show that he is a member of a minority group. The Third Circuit clarified this contradiction in Iadimarco v. Runyon when it provided that “all that should be required to establish a prima facie case in the context of ‘reverse discrimination’ is for the plaintiff to present sufficient evidence to allow a fact finder to conclude that the employer is treating some people less favorably than others based upon a trait that is protected under Title VII.” Id. at 161. Thus, the court will apply the McDonnell Douglas analysis as modified by Iadimarco to the present case.

For the limited purpose of this motion for summary judgment, the University concedes that Geddis has satisfied the first prong of the McDonnell Douglas analysis as interpreted by the Third Circuit.

The burden now shifts to the University to articulate some legitimate, nondiscriminatory reason for Geddis’s termination. The University argues that Geddis’s termination resulted from offensive and inappropriate workplace behavior that caused his supervisor to lose confidence in his credibility, reliability and ability to manage Supporting Services. The University cites multiple incidents as evidence of Geddis’s inappropriate behavior. Thus, the University has clearly articulated a legitimate nondiscriminatory reason for Geddis’s termination. Under the McDonnell Douglas

analysis, the burden now shifts back to Geddis to demonstrate that the purpose set forth by the University is mere pretext. See 411 U.S., at 802.

In Fuentes v. Perskie, the Third Circuit stated generally that “to avoid summary judgment, the plaintiff’s evidence rebutting the employer’s proffered legitimate reasons must allow a fact finder reasonably to infer that each of the employer’s proffered nondiscriminatory reasons . . . was either a post hoc fabrication or otherwise did not actually motivate the employment action.” 32 F.3d 759, 764 (3d Cir. 1994). The Supreme Court adopted the same interpretation of the shifted burden in Reeves v. Sanderson Plumbing Products, Inc. when it concluded that “a plaintiff’s prima facie case, combined with sufficient evidence to find that the employer’s asserted justification is false, may permit the trier of fact to conclude that the employer unlawfully discriminated.” 530 U.S. 133, 147 (2000).

In light of this standard, the plaintiff must show “such weaknesses, implausibilities, inconsistencies, incoherencies or contradictions in the employer’s proffered legitimate reasons for its action that a reasonable fact finder could find them ‘unworthy of credence,’ and hence infer ‘that the employer did not act for [the asserted] nondiscriminatory reasons.’” Fuentes, 32 F.3d, at 764 (citation omitted). Therefore, in order for Geddis to avoid summary judgment under the Fuentes standard, he must put forth some evidence, direct or circumstantial, from which a fact finder could reasonably either: (1) disbelieve the University’s articulated legitimate reasons; or (2) believe that an

invidious discriminatory reason was more likely than not a motivating or determinative cause of the University's action. See id.

Geddis argues that there is direct and circumstantial evidence that his termination was based on race and gender. As to direct evidence, Geddis argues that Benson, an African-American female, benefitted from favorable treatment from the University not afforded potential qualified Caucasian male candidates. In particular, Geddis explains that the University failed to conduct an internal search for other qualified candidates, nor did it make a finding of "demonstrated underutilization." According to Geddis, such a finding is the only justification under University hiring policies for failing to perform an internal search.

Geddis also explains that race conscious decisions or procedures may only be used to remedy proven past discrimination, and that according to the University, it has not discriminated against minorities in the past thirty years. Thus, Geddis argues that the University's affirmative action policy is unlawful because it does not address present or recent discrimination.

As to circumstantial evidence, Geddis urges the court to compare his work history with Benson's experience. Geddis explains that he is more qualified than Benson to serve as Director of Support Services. Geddis also argues that the University failed to adhere to its own policies on two occasions. First, Geddis contends that the University did not sufficiently investigate Crowe's allegations. Second, he again contends that the

University failed to make a finding of “demonstrated underutilization,” and that this failure gives rise to an inference of discrimination.

In accordance with Fuentes, Geddis argues that this evidence is sufficient to allow a reasonable juror to believe that gender or race was the “determinative cause” of his termination, and that the University’s proffered reason for his termination lacks credence. See Fuentes, 32 F.3d., at 764. The court disagrees on both counts.

Geddis provides no evidence to support either conclusion. For example, he produces no evidence of racist or gender biased remarks on the parts of his supervisors, nor does he offer evidence that minorities in positions comparable to his were treated more favorably than him. Rather, he submits evidence that race may have been the determinative factor in the University’s decision to hire Benson over other potential qualified non-minority candidates. Geddis, however, was not one of those candidates, and he has set forth no evidence tending to show that the University terminated him in order to promote Benson. Therefore, the circumstances surrounding Benson’s promotion have no bearing on whether the University acted with discriminatory animus in terminating Geddis.

Furthermore, to the extent Geddis contends that he is entitled to an inference of discrimination because the University believed the allegations against him, he is mistaken. The factual issue in dispute is whether discriminatory animus motivated the University, not whether it was “wise, shrewd, prudent or competent.” See Ezold v. Wolf, Block, Schorr & Solis-Cohen, 983 F.2d 509, 533 (3d Cir. 1992). Geddis’ extensive

efforts to undermine the allegations against him make it no more probable that the University acted with a discriminatory motive. The truth of the allegations is irrelevant.

In addition, Geddis does not dispute that: (1) four of Geddis' five subordinates submitted complaints about his abrasive management practices; (2) the University learned that a vendor had complained of his requests for golf trips and gifts; (3) Truxon complained of his management style, accused him of making racist remarks and eventually named him in a charge of discrimination; (4) he threatened to "tear [Tom Magaw's] head off [his] shoulders" if he delivered certain catalogs; and (5) he did not hold regular staff meetings. In light of these undisputed facts and the absence of any evidence indicating that the University acted with a discriminatory motive in terminating Geddis, the court finds that a reasonable juror would believe the University's articulated legitimate reason for terminating Geddis, and could not believe that an invidious discriminatory reason was more likely than not a motivating or determinative cause of the University's action. As a result, the court will enter summary judgment that it did not violate Title VII.

C. Could a Reasonable Juror Find that the University's Termination of Geddis Breached the Implied Covenant of Good Faith and Fair Dealing?

In Count III, Geddis asserts that the University terminated him in breach of the covenant of good faith and fair dealing. In an employment context, the covenant provides a limited exception to at-will employment. See E. I. DuPont de Nemours & Co. v. Pressman, 679 A.2d 436, 441 (Del. 1996). An employer breaches the covenant when its

actions in terminating an employee “constitute an aspect of fraud, deceit or misrepresentation.” Merrill v. Crothall-American, Inc. 606 A.2d 96, 101 (Del. 1992) (citations omitted). Thus, for Geddis’s claim to survive the motion for summary judgment, he must set forth sufficient evidence from which a reasonable juror could conclude that the University’s actions in terminating his employment “constitute[d] an aspect of fraud, deceit or misrepresentation.” Id.

As evidence of fraud, deceit or misrepresentation, Geddis asserts that his supervisors failed to follow University procedures that require officials to investigate serious charges of misconduct prior to disciplining an employee. More specifically, Geddis argues that Kreppel, Colm and LaPenta recklessly failed to investigate or corroborate the Crowe allegations. From this, Geddis concludes that his supervisors’ actions violated the implied covenant of good faith and fair dealing. Thus, the essence of Geddis’s claim is that the supervisors’ intentional failure to investigate the allegations against him rises to the level of fraud, deceit or misrepresentation because they acted in reckless disregard to the truth.

The University counters that the implied covenant of good faith and fair dealing is most often breached when an employer fabricates the grounds for termination out of a sense of spite or ill-will. The University points out that Geddis accuses his supervisors of a breach based on recklessness, not an intentional fabrication. The University contends that there is no authority for the proposition that reckless actions can constitute a breach of the covenant under Delaware law. Moreover, the University argues that even if

recklessness can justify such a breach, the supervisors did not act recklessly because they had no duty to know the truth of the allegations.

The covenant of good faith and fair dealing “limits at-will employment only in very narrowly defined categories” where:

- 1) the termination violated public policy;
- 2) the employer misrepresented an important fact and the employee relied thereon either to accept a new position or remain in the present one;
- 3) the employer used its superior bargaining power to deprive an employee of clearly identifiable compensation related to the employee’s past service; or
- 4) the employer falsified or manipulated a record to create fictitious grounds to terminate the employee

Layfield v. Beebe Medical Center, Inc., C.A. No. 92C-12-007, 1997 WL 716900 at *4 (Del. Super. Ct. July 18, 1997) (citing Pressman, 679 A.2d 436, 440-41 (Del. 1996)).

Only the first and fourth categories are relevant to this analysis.

With respect to the first category, Geddis offers evidence that his supervisors may have acted in violation of University policy, but he fails to set forth any evidence that his termination violated public policy. As to the fourth category, he fails to offer any evidence that Kreppel or his other supervisors falsified or manipulated a record to create fictitious grounds for his dismissal. At most, Geddis offers evidence that his supervisors failed to adequately investigate the allegations against him. Such inadequacy cannot rise to the level of falsification or manipulation of a record. In light of the lack of evidence,

the court concludes that no reasonable juror could find that the University breached the implied covenant of good faith and fair dealing by terminating Geddis. As a result, the court will grant summary judgment that the University did not breach the covenant.

IV. CONCLUSION

In sum, the court finds that there remains a genuine issue of material fact as to the date on which Geddis received notice of the University's official position regarding his termination. As such, the court will deny summary judgment with regard to the timeliness of Geddis's EEOC charge. The court will, however, grant summary judgment that the University did not violate Title VII because a reasonable juror would believe the University's articulated legitimate reason for terminating Geddis, and could not believe that an invidious discriminatory reason was more likely than not a motivating or determinative cause of the University's actions. Finally, the court will also grant summary judgment that the University did not breach the implied covenant of good faith and fair dealing because no reasonable juror could find that Geddis's termination violated public policy, or that Kreppel and the other supervisors falsified or manipulated a record to create fictitious grounds for his dismissal.

The court will enter an order consistent with this memorandum opinion.