

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI
GREENVILLE DIVISION**

ASHLEY BROCK FARMER

PLAINTIFF

VS.

CAUSE NO. 4:22-CV-011-DMB-JMV

**GREENWOOD TOURISM COMMISSION, d/b/a
GREENWOOD CONVENTION AND VISITORS BUREAU
and CITY OF GREENWOOD, MISSISSIPPI**

DEFENDANTS

**DEFENDANT GREENWOOD TOURISM COMMISSION'S
MEMORANDUM BRIEF IN SUPPORT OF ITS
MOTION FOR SUMMARY JUDGMENT**

COMES NOW, Greenwood Tourism Commission publicly referred to and also known as the Greenwood Convention and Visitors Bureau (“CVB” or “Defendant”), by and through counsel, and submits its Memorandum Brief in support of its Motion for Summary Judgment, as follows:

I. BACKGROUND

Plaintiff Ashley Farmer (“Plaintiff” or “Farmer”) filed this employment lawsuit against the CVB alleging that she was not hired as, or promoted to, the position of Executive Director of the CVB because of her race.¹ (Farmer is white.) She alleges a majority of board members of the CVB² did not vote for her because of her race, instead choosing Patrick Ervin (who is African American) for the position of Executive Director. Farmer also claims that her pay was decreased by the CVB board because of her race. Farmer alleges she was retaliated against for filing this lawsuit and asserting EEOC charges by not being immediately hired as Interim Executive Director in April 2022 upon Ervin’s notice of resignation. Plaintiff is seeking damages and injunctive relief,

¹Ex. 1, Third Am. Compl., [Doc. 77].

²Notably, Plaintiff incorrectly identified the defendant her initial Complaint as “City of Greenwood, Mississippi, d/b/a Greenwood Convention and Visitors Bureau.” [Doc. 1]. The CVB filed its Answer and Defenses, denying the City of Greenwood was or is a proper party or that the City of Greenwood employed Farmer. [Doc. 4].

specifically to be instituted as Executive Director of the CVB. The CVB filed its Answer and Defenses denying Plaintiff's allegations on the basis that the votes in favor of Ervin or with respect to Farmer's pay were based on legitimate, non-discriminatory, and non-pretextual reasons.³ The CVB denied any retaliation by it or that there was any basis for Plaintiff's claims.

The CVB is moving for summary judgment in its favor on all of Plaintiff's claims. With respect to Plaintiff's Title VII racial discrimination and retaliation claims, these claims necessarily fail - and there is no genuine issue of material fact in dispute - because the CVB did not employ fifteen (15) or more employees during the relevant periods (2021 and 2022). Therefore, the CVB does not meet the statutory definition of an "employer" under Title VII, and summary judgment in the CVB's favor should be granted on all of Plaintiff's Title VII claims, both racial discrimination and retaliation.

In addition, Defendant is moving for summary judgment on the Fourteenth Amendment and Section 1981 discrimination and retaliation claims because Plaintiff failed to plead that these claims under, or otherwise invoke, Section 1983 when asserting her claims in her Third Amended Complaint. Alternatively, if the Court finds Plaintiff meets the statutory and procedural requirements which the CVB believes are fatal to Plaintiff's claims, the CVB is moving for summary judgment on Farmer's Section 1981 and Fourteenth Amendment claims on the basis Farmer does not have sufficient evidence to raise a fact question about whether the CVB's reason for hiring Ervin was a pretext for race discrimination or identifying any discriminatory policy or custom, which would allow recovery against the CVB. Stated differently, there is no genuine issue of material fact in dispute that the CVB board members who voted in favor of Ervin did so with the intent and purpose of racial discrimination, either with direct evidence (which is absent) or

³Ex. 2, CVB's Answer and Defense to Third Am. Compl. [Doc. 92].

with circumstantial evidence (which cannot be shown). Moreover, Plaintiff has failed to plead or otherwise establish facts to establish policy of the CVB or a persistent practice of CVB which violated the law and caused Plaintiff's alleged damages. Instead, legitimate, non-discriminatory, non-pretextual reasons were the basis for the votes cast for Ervin and with respect to the board's decision regarding Farmer's pay. Moreover, Farmer cannot show that she experienced an adverse employment action by the CVB to support her claims of retaliation. As such, Plaintiff's claims against the CVB necessarily fail and summary judgment should be granted in the CVB's favor.

II. FACTS AND PROCEDURAL HISTORY

The CVB was established by the Mississippi Legislature to have "jurisdiction and authority over all matters relating to establishing, promoting and developing conventions and tourism in the city [of Greenwood]..."⁴ The Greenwood municipal code similarly provides that the CVB was "created" "for the promotion of conventions and tourism."⁵ The CVB's Bylaws describe its purpose as to "increase economic and quality of life opportunities for the people of Greenwood and Leflore County through promotional activities designed to attract and serve visitors (business travelers, vacationers, conventioners, sports enthusiasts, etc.) to our area."⁶ The CVB's revenue source is a 1% tax on certain charges and receipts by Greenwood restaurants and hotels.⁷

The CVB is governed by a fourteen (14) person board.⁸ Seven (7) board members from each of the seven (7) City wards are nominated by the Mayor of Greenwood, subject to the advice and consent of the Greenwood City Council.⁹ The other seven (7) members serve by virtue of

⁴Ex. 3, Senate Bill No. 3079.

⁵Ex. 4, Municipal Ordinance Sec. 2-210.

⁶Ex.5, Bylaws of Greenwood Tourism Commission, at p. 1.

⁷Ex. 3, Senate Bill No. 3079, Section 5, pp. 5-6.

⁸*Id.*; Ex. 4, Municipal Ordinance, Sec. 2-121.

⁹*Id.*

their position with boards or entities throughout the community.¹⁰ Two (2) of the seven (7) non-ward representatives are non-voting members.¹¹

Famer has worked at the CVB since December 2017.¹² She was hired on a part-time basis as business coordinator.¹³ As part-time business coordinator, Farmer worked up to twenty (20) hours per week and her responsibilities included helping to manage the office, running payroll, working with the accountant, greeting visitors, and preparing documents for board meetings.¹⁴ Farmer did not have set hours and “came and went at [her] leisure.”¹⁵ Farmer’s position was part-time because there was not enough work for three full time employees to do in the office, according to Farmer.¹⁶ Farmer’s rate of pay upon hire was \$14.00 per hour.¹⁷

In February 2020, Farmer asked her supervisor (then-Executive Director Danielle Morgan) to move to full-time status upon the departure of another full-time employee of the CVB.¹⁸ Morgan agreed that Farmer could work full-time, which she did beginning December 2020, according to Farmer; and Farmer was given the sales and marketing coordinator title and duties commiserate with that title.¹⁹ In June 2021, Farmer told Morgan she intended to work part time effective July 1, 2021, because there was not enough work to do.²⁰ However, in July 2021, Morgan gave notice she intended to resign as Executive Director; and Farmer’s hours were changed to full time.²¹

¹⁰*Id.*

¹¹*Id.* The non-voting CVB board members are representatives of the Greenwood-Leflore County Chamber of Commerce and Cottonlandia Education Foundation, *i.e.* the Museum of the Mississippi Delta. *Id.*

¹²Ex. 6, Farmer dep., at p. 39:21-22.

¹³*Id.*, at p. 41:4-6.

¹⁴*Id.*, at pp. 43:20-44:11; 44:19-5.

¹⁵*Id.*

¹⁶*Id.*, at pp. 45:23-46:5.

¹⁷*Id.*, at p. 45:17-20.

¹⁸*Id.*, at pp. 48:8-49:9.

¹⁹*Id.*, at pp. 48:8-50:19.

²⁰*Id.*, at pp. 52:4-53:3.

²¹*Id.*, at pp. 52:4-17.

In response to Morgan's resignation, a selection committee was appointed by the then-CVB chairman. At the August 2021 City Council meeting, six (6) of the seven (7) Ward Representatives were replaced, which included the person serving as chair of the CVB board. As of the August 9, 2021, CVB meeting, the CVB board members were: Suresh Chawla, Andrew McQueen, Karyn Burrus, Jean Cadney, Edward Cates, Steven Cookston, Ben Cox, Dianthia Ford-Kee, Debra Johnson, Cyndi Long, Dorothy Randle, Betty Sanders, Tracy Shelton (non-voting), and Lisa Smith (non-voting).²² Chawla was elected Board Chairman.

The selection committee members continued to serve (Cox, Shelton, and McQueen) with the addition of Chawla.²³ The plan for the interview and hiring process was based upon precedent from previous searches.²⁴ Advertisements were placed for the Executive Director position. Resumes and letters of recommendations were accepted. Farmer applied for the position.²⁵ The selection committee considered five (5) candidates who applied, deciding to interview all five (5) applicants.²⁶ Following these interviews by the selection committee, the selection committee then narrowed the candidate pool to three (3) applicants who would be interviewed and considered by the full board.²⁷

Farmer and Ervin were among the three (3) candidates who were invited to interview with the full board. Individual interviews of the three (3) final candidates were held on October 5, 2021, by the full board. All voting board members were present for the interviews, except Debra Johnson who arrived from work after the first interview (Farmer) but was present for the remaining

²²Ex. 7, Minutes of August 9, 2021, CVB Board Meeting.

²³Ex. 8, Cox dep., at pp. 15:18-17:9; Ex. 9, Chawla dep., at 21:2-22:22.

²⁴Ex. 9, Chawla dep., at pp. 24:15-32:18.

²⁵Ex. 6, Farmer dep., at pp. 11:13-12:10.

²⁶Ex. 8, Cox dep., at p. 15:18-23. There were six (6) applicants initially, but one withdrew his/her application. Ex. 10, McQueen dep., at pp. 22:1-24:13.

²⁷Ex. 8, Cox dep., at pp. 15:18-17:9.

interviews.²⁸ Following the interviews, the board had discussion about the candidates and voted. Votes were cast on slips of paper and were counted and tallied by the two (2) non-voting board members (Shelton and Smith). Ervin received eight (8) votes (seven (7) votes with one abstention, which counted with the majority); Farmer received four (4) votes; and the third candidate received no votes.²⁹ At the January 24, 2022, CVB board meeting, board members participated in a roll call vote, which was recorded in the minutes.³⁰ The vote tally remained the same; and Ervin was confirmed as Executive Director of the CVB.³¹

The board members voting for Ervin were impressed by his credentials, qualifications and performance during his interview. Ervin felt “confident” during his selection committee interview and that it went “well” with the full board; and his assessment was consistent with the opinions of the board members who voted in his favor.³² Ervin was offered the position of Executive Director following adjournment of the October 5, 2021, meeting in a phone call from Shelton.³³ Ervin gave notice to his then-employer and began working as Executive Director of the CVB on November 29, 2021.³⁴

At the December 2021 CVB board meeting, the board considered Farmer’s rate of pay.³⁵ The board, by majority vote, determined that Farmer’s pay would be \$22.50 per hour, which was an increase in her previous regularly hourly rate.³⁶ (Farmer alleges her pay increased to \$46,000

²⁸Ex. 11, Johnson dep., at pp. 6:15-7:14.

²⁹Ex. 12, Minutes of October 5, 2021, CVB board meeting.

³⁰Ex. 13, Minutes of January 24, 2022, CVB board meeting.

³¹Ex. 13, Minutes of January 24, 2022, CVB board meeting. Rick Padhiar, who took the board position of Chawla, abstained, which was consistent with Chawla’s position at the October 5, 2021, CVB meeting.

³²Ex. 14, Ervin dep., at pp. 11:17-13:17.

³³Ex. 14, Ervin dep., at p. 8:1-9:5.

³⁴*Id.*

³⁵Ex. 15, Minutes of Executive Session, December 13, 2021.

³⁶*Id.* Cates, McQueen, Johnson, Randle and Sanders voted in favor of the motion. Padhiar abstained. Long, Cookston, Burrus, and Cox voted against the motion.

in October 2021.³⁷) Then, at the January 10, 2022, CVB meeting, Ervin recommended the salary of \$50,000 for Farmer, which was within the CVB's budget,³⁸ and this was implemented.

While Ervin worked as Executive Director, he and Farmer worked well together.³⁹ However, the board meetings following Ervin's hire were continuous. Board members agree that communication among members is, at times, strained and needs improvement.⁴⁰ Ultimately, Ervin resigned effective April 2022. Farmer was hired as Interim Executive Director by a vote of 11-0 (and one abstention) at the May 9, 2022 CVB board meeting.⁴¹ Farmer, is currently serving as Interim Executive Director⁴², which is a full-time position and her annual salary is \$70,000.⁴³

Plaintiff advances several causes of action against the CVB. Plaintiff alleges the CVB violated Title VII of the Civil Rights Act of 1964 (as amended) by discriminating against her in its decision not to hire her as Executive Director on October 5, 2021, and with respect to its decision to decrease her pay⁴⁴, and brings a retaliation claim under Title VII alleging she was retaliated against because she filed EEOC charges and this lawsuit by not being "considered" as Interim Executive Director upon Erin's resignation or during the next search process. Plaintiff alleges she was denied equal protection under the Fourteenth Amendment's Equal Protection Clause and that the CVB violated Section 1981. Plaintiff includes retaliation claims in those causes of action. All of these claims were denied by the CVB.

III. STANDARD OF REVIEW

Rule 56 provides that "[t]he court shall grant summary judgment if the movant shows that

³⁷Ex. 6, Farmer dep., at pp. 127:3-129:25.

³⁸Ex. 16, Minutes of January 10, 2022, CVB board meeting.

³⁹Ex. 14, Ervin dep., at p. 10:3-12.

⁴⁰Ex. 9, Chawla dep., at 33:5-34:8. Chawla and Smith were particularly concerned and disappointed about efforts to discuss Ervin's financial information in open meeting, rather than executive session, by certain board members.

⁴¹Ex. 17, Minutes of May 9, 2022.

⁴²Ex. 6, Farmer dep., at p. 6:17-22.

⁴³*Id.*, at p. 111:9-20.

⁴⁴Ex. 1, Third Am. Compl., at ¶¶ 10, 11. [Doc. 77].

there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. Fed. R. Civ. P. 56(a); *see also Sierra Club, Inc. v. Sandy Creek Energy Assocs., L.P.*, 627 F. 3d 134, 138 (5th Cir. 2010). “Where the burden of production at trial ultimately rests of the nonmovant, the movant must merely demonstrate an absence of evidentiary support in the record for the nonmovant’s case.” *Cuadra v. Houston Indep. Sch. Dist.*, 626 F. 3d 808, 812 (5th Cir. 2010). The nonmovant “must come forward with specific facts showing that there is a genuine issue for trial.” *Id.* “An issue is material if its resolution could affect the outcome of the action.” *Sierra Club*, 627 F. 3d at 138. “An issue is ‘genuine’ if the evidence is sufficient for a reasonable jury to return a verdict for the nonmoving party.” *Caudra*, 626 F. 3d at 812.

A court cannot make credibility determinations or weigh the evidence. *Deville v. Marcantel*, 567 F. 3d 156, 164 (5th Cir. 2009). When deciding whether a genuine fact issue exists, “the court must view the facts and the inference to be drawn therefrom in the light most favorable to the nonmoving party.” *Sierra Club*, 627 F. 3d at 138. However, “[c]onclusional allegations and denials, speculation, improbable inferences, unsubstantiated assertions, and legalistic argumentation do not adequately substitute for specific facts showing a genuine issue for trial.” *Oliver v. Scott*, 276 F. 3d 736, 744 (5th Cir. 2002).

IV. DISCUSSION

A. Title VII of the Civil Rights Act

1. **Summary Judgment should be granted on Plaintiff’s claims of racial discrimination and retaliation brought pursuant to Title VII because the CVB does not meet the definition of “employer” under Title VII.**

Plaintiff cannot maintain any causes of action under Title VII of the Civil Rights Act because the CVB did not employ fifteen (15) or more employees during the relevant period as required by statute. There is no genuine issue of material fact in dispute that the CVB employs

fifteen (15) or more persons during 2021 or 2022; and Plaintiff's claims pursuant to Title VII should be dismissed.

Title VII prohibits discrimination by an employer against an employee "...with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin." 42 U.S.C. § 2000e-2(a). Title VII defines an "employer" as "a person engaged in an industry affecting commerce who has fifteen or more employees for each working day in each of the twenty or more calendar weeks in the current or preceding calendar year..." See 42 U.S.C. § 2000(e)(b). A "person" is defined to include, *inter alia*, governmental agencies and policies subdivisions." 42 U.S.C. § 2000(e)(a). "Current or preceding calendar year" means the year the charge of discrimination was filed or the year preceding it. *Vance v. Union Planters Corp.*, 209 F.3d 438, 446 (5th Cir. 2000) (citing *Dumas v. Town of Mount Vernon*, 612 F. 2d 974, 979, n. 4 (5th Cir. 1980)).

It is undisputed that the CVB lacks the requisite number of employees to meet the statutory definition of "employer" under Title VII. Plaintiff testified in her deposition that four (4) people were employed by the CVB in 2021.⁴⁵ For the year 2022, CVB has employed four (4) persons, with three (3) on staff currently.⁴⁶ Therefore, because the CVB does not meet the definition of "employer" under Title VII, summary judgment should be granted in the CVB's favor.

To the extent the Plaintiff seeks to aggregate the CVB's employees with employees of the City of Greenwood under the "single employer test" such that it would meet the statutory definition of "employer", such efforts should fail. The Fifth Circuit has determined such test inapplicable to

⁴⁵Farmer established the employees of the CVB in her deposition. Morgan and Farmer worked at the CVB from February 2020 – July 2021. Ex. 6, Farmer dep., at pp. 52:23-53:3. Farmer (full-time) and Sara Jones (part-time) worked at the CVB from Morgan's departure in July 2021 until Ervin began in November 2021. *Id.* So, in 2021, Morgan, Farmer, Jones, and Ervin were employed by the CVB. Kirstian Mapp was hired in 2022 prior to Ervin's departure. As of August 2022, Farmer, Jones, and Mapp work for the CVB. *Id.*, at p. 112:5-18. Therefore, during the calendar year of 2022, the CVB has employed four (4) persons: Farmer, Jones, Ervin, and Mapp.

⁴⁶*Id.*

governmental entities. *Trevino v. Celanese Corp.*, 701 F. 2d 397, 404, n.10 (5th Cir. 1983) (single employer test “is not readily applicable to governmental subdivisions”) (citing *Dumas v. Town of Mt. Vernon*, 612 F. 2d 974, 979, n. 9 (5th Cir. 1980)). See *Garrett-Woodberry v. Mississippi Bd. of Pharmacy*, 300 Fed. Appx. 289, 291 (5th Cir. 2008) (declining to apply the joint employer test to a government subdivision); *Easley v. Lowndes Cty.*, 2019 U.S. Dist. LEXIS 138796, n. 4 (N.D. Miss. Aug. 15, 2019) (“Shared control and economic realities at first glance may imply the County and State are joint employers. However, the joint employer doctrine does not apply to government subdivisions.”) Even if applicable, Plaintiff has failed to allege, articulate, or establish any facts in dispute that the City exercises any control over the CVB (which is denied) or that it was involved in any respect with the decisions related to Farmer. For these reasons, the CVB respectfully requests the Court grant summary judgment in its favor on Farmer’s Title VII claims of racial discrimination and retaliation against it.

2. Summary judgment should be granted on Plaintiff’s Title VII claims of racial discrimination.

If the court finds otherwise and determines that Plaintiff can pursue a Title VII claim against the CVB, additionally and alternatively, Plaintiff’s claims against the CVB should be dismissed because the CVB had legitimate rationale for the complained of employment actions, and the Plaintiff cannot meet her burden to show any facts in dispute that the CVB’s proffered reasons were a mere pretext for racial discrimination.

Plaintiff has no direct evidence to prove her case. Instead, Plaintiff alleges circumstantial evidence and her claim, therefore, must be analyzed under the framework of *McDonnell Douglas Corp. v. Green*, 411 U.S. 792, 93 S. Ct. 1817, 36 L.Ed. 2d 668 (1973). In order to establish a prima facie case that the CVB failed to promote Plaintiff because of her race, Plaintiff must demonstrate that she: “(1) belongs to a protected class; (2) sought and was qualified for the

promotion; (3) was denied the promotion; and (4) the position sought was filled by someone outside the protected class.” *Johnson v. Louisiana ex rel Louisiana Bd. of Sup’rs*, 79 F. App’x 684, 686 (5th Cir. 2003) (citing *Price v. Fed. Express Corp.*, 283 F. 3d 715, 720 (5th Cir. 2002) (citing *St. Mary’s Honor Ctr. v. Hicks*, 509 U.S. 502, 506, 113 S. Ct. 2742, 125 L. Ed. 2d 407 (1993))).

Once a plaintiff has made a prima facie case, the defendant then has the burden of producing a legitimate, nondiscriminatory motive for the adverse employment action. *Parker v. State of La. Dep’t Educ. Special Sch. Dist.*, 323 F. App’x 321, 327 (5th Cir. 2009). The defendant’s burden is one of production, not persuasion. *Id.* When legitimate reasons and rationale is provided by the employer, plaintiff bears the burden to show that the employer’s proffered reason was a pretext for racial discrimination. *St. Marty’s Honor Ctr.v. Hicks*, 509 U.S. 502, 507-08, 125 L. Ed. 2d 407, 113 S. Ct. 2742 (1993). To survive summary judgment, a plaintiff must support a claim for pretext with evidence that “discrimination law at the heart of the employer’s decision.” *Price v. Fed. Express Corp.*, 283 F. 3d 715, 720 (5th Cir. 2002). Pretext may be shown “sufficient to survive summary judgment by providing evidence that [the plaintiff] was clearly better qualified as opposed to merely better qualified.” *Cook v. Miss. Dep’t of Human Servs.*, 108 Fed. Appx. 852, 858; 2004 U.S. App. LEXIS 17092, 17093 (5th Cir. 2004).

The CVB acknowledges that Plaintiff makes a prima facie case, *i.e.* Farmer is part of a protected class; she sought the position of Executive Director and was qualified for the position; and the position was filled by Ervin, who was outside of Farmer’s protected class. However, the reasons that Ervin was the chosen candidate by the board members voting in his favor were based on his qualifications and his performance during the interview. Plaintiff’s suggestion that the votes in favor of Ervin, which were cast by African American board members, demonstrates

circumstantial evidence of discriminatory racial intent against Farmer is simply not borne out by the facts. Votes were cast by paper (secret) ballot and many board members did not know who voted for whom until the roll call votes were taken.⁴⁷ The record evidence is that Ervin met the qualifications for the Executive Director position and, as a result of his successful interview, received the most votes from CVB board members, while Farmer did not perform as well.

“Impressive” was a common description of Ervin’s responses and performance during his interview.⁴⁸ Board members voting in favor of Ervin were impressed with his research about the community, how he presented himself, and his explanation of his budgetary experience.⁴⁹ Ervin performed best of the candidates in his interview; he was outgoing; and he discussed how he would promote Greenwood.⁵⁰ Ervin was considered “much more impressive with his interview than the other two candidates”; and he was qualified for the position due to his administrative experience and experience as a journalist and grant-writer.⁵¹ Ervin was a “military man” and deemed to be “the most qualified person.”⁵² Ervin described his experiences and talked about what types of things that he would like to bring to Greenwood.⁵³ Ervin gave a polished presentation, did not demonstrate any nervousness, and acknowledged if he did not have an answer; he seemed honest.⁵⁴ Ervin seemed like he could bring tourism to Greenwood; he was educated; and he was knowledgeable about companies in and people that visit Greenwood.⁵⁵ Ervin had an impressive presentation, plan, and energy.⁵⁶

⁴⁷See Ex. 21, Randle dep., at pp. 10:22-11:17; Ex. 20, Ford-Kee dep., at pp.14:21-16:24.

⁴⁸Ex. 9, Chawla dep., at pp. 12:11-13:24.

⁴⁹Ex. 19, Cadney dep., at pp. 9:15-11:2; 20:7-22:12.

⁵⁰Ex. 20, Cates dep., at pp. 12:12-23; 16:1-19:13;

⁵¹Ex. 10, McQueen dep., at pp. 27:1-28:4.

⁵²*Id.*

⁵³Ex. 21, Ford-Kee dep., at pp. 18:16-20:14.

⁵⁴*Id.*

⁵⁵Ex. 11, Johnson dep., at pp. 15:12-18:14.

⁵⁶Ex. 21, Randle dep., at pp. 7:25-9:7; 18:5-22.

Even board members who voted for Farmer acknowledged Ervin's qualification for the job. Cox (who voted for Farmer) considered voting for Ervin based on Ervin's qualifications of his military service, organizational skills, being well-spoken and charismatic and because "he possessed the qualifications that the board had mandated that we look for", all of which were attractive to Cox.⁵⁷ Ervin "did well" in his interview with the Selection Committee and was "charismatic"; Ervin was qualified for the role based on the what the board required.⁵⁸ Long (who voted for Farmer) described Ervin's performance during his interview as "very good" and that Ervin was "[v]ery professional" and "answered questions appropriately."⁵⁹

Ervin's resume submitted to the board reflected his educational background, employment experience, and community involvement.⁶⁰ Ervin obtained a Master of Science Degree in Community Development from Delta State University. Ervin's Bachelor of Arts degree, also from Delta State, was in Journalism/Public Relations. Ervin's work experience included roles as a Business Services Director, Chief Executive Officer. Community Development Manager/Project Manager, and Senior Editor/Reporter. Ervin's description of his accomplishments ("career highlights") included reference to significant grant awards and grant writing and evidence of his successful marketing efforts. Ervin had served his country as a Medical Specialist/Aircrew Life Support Technician for four (4) years in the Army National Guard US Air Force. Ervin's community and civic involvement included being president of the elementary PTA, being a mentor for the juvenile justice center, and tutoring at after school programs. He served as president of his church's men's ministry. Ervin provided a list of six (6) references and two (2) letters of

⁵⁷Ex. 8, Cox dep., at pp. 20:19-21:7.

⁵⁸*Id.*, at pp.17:10-21:7.

⁵⁹Ex. 22, Long dep., at 53:19-54:5.

⁶⁰Ex. 23, Ervin Resume.

recommendations. (Farmer admitted she has never reviewed or seen Ervin's resume⁶¹; but she is aware of his master's degree and experience as a writer and non-profit organizer.⁶²)

Farmer obtained a Bachelor Degree in Business Administration (major: Marketing) from the University of Mississippi in 1990.⁶³ Farmer had never interviewed for a job, other than for the Executive Director position of the CVB; and she had not submitted a written application for employment other than with the CVB.⁶⁴ Farmer's work experience consisted of jobs with family businesses (Fast Cash Taxes, Mattress Brokers (Sleepy Steve's), and Fast Cash Unlimited), part-time with a florist, and her employment by the CVB.⁶⁵ Her roles in the family businesses involved bookkeeping, accounting, payroll, tax preparation, and marketing. Farmer is a member of numerous civic, community and church clubs and organizations, and has served as an officer in those organization. Farmer's resume include a list of her skills being leadership, communication and interpersonal skills, as well as the ability to use Intuit Quickbooks and Microsoft Office Suite. Farmer provided a list of three (3) references and two (2) letters of recommendation.

Farmer admits that during her interview with the full board, she was given sufficient time to respond to questions, she had the opportunity to go back and address different questions by board members, and she was offered the opportunity to ask questions of board members.⁶⁶ According to Farmer, she was "flustered", "kind of mind boggled and couldn't think"⁶⁷. Farmer told her husband that she thought the interview went "poorly".⁶⁸

Farmer's self-assessment was consistent with how others described her performance.

⁶¹*Id.*, at p. 93:3-7.

⁶²*Id.*, at p. 97:13-25.

⁶³Ex. 6, Farmer dep., at pp. 17:13-18:7. Ex. 24 Farmer Resume.

⁶⁴Ex. 6, Farmer dep., at pp. 35:15-18; 41:7-42:6.

⁶⁵*Id.*, at p. 39:13-17.

⁶⁶*Id.*, at pp. 87:2-23; 103:7-104:2.

⁶⁷*Id.*

⁶⁸ *Id.*, at p. 93:8-14.

Farmer could not come up with anything in response to the question about what programs she had developed or implemented while she had been employed at the CVB; and a non-voting board member was not surprised when Farmer was not selected for the job based upon her interview.⁶⁹ Farmer's responses during the interview did not indicate she had a plan; and her responses lacked depth and were vague, even though she was an "internal candidate".⁷⁰

Plaintiff has not shown the existence of any material facts in dispute of a pretext for the decision by the board members voting in favor of Ervin. Stated differently, Plaintiff has raised no genuine issue of material fact concerning pretext. The members of the CVB board voting in favor of Ervin did so based on his education, leadership, management experience, and performance during his interview. Therefore, summary judgment in the CVB's favor should be granted on Plaintiff's promotion/hiring claim.

With respect to Plaintiff's claim that her pay was decreased due to her race, again, Farmer fails to provide any material facts in dispute that the CVB's reason for adjusting her pay is a mere pretext for racial discrimination. Farmer's rate of pay was increased from \$15.00 per hour to \$22.50 per hour on December 13, 2022.⁷¹ Farmer (who did the bookkeeping for the CVB) alleges her pay was reduced by \$10,000 but failed to show any material fact in dispute supporting a decrease in her pay was caused by or due to racial discrimination. The minutes of the December 13, 2022, Executive Session show that information about Farmer's historical rate of pay and roles at the CVB were discussed and that the rate of pay reflected her full-time sales coordinator position. Moreover, in the following meeting (January 10, 2022), Ervin presented a job description for Farmer which accounted for her dual roles as sales and marketing coordinator and business

⁶⁹ Ex. 25, Shelton dep., at pp. 20:22-21:9.

⁷⁰ Ex. 20, Ford-Kee dep., at pp. 7:4-9:2.

⁷¹ Ex. 15, December 13, 2021, Minutes of Executive Session.

coordinator and recommended and implemented Farmer's salary at \$50,000.⁷² Therefore, there is no information or evidence that the considerations by the board and the decision by it reflected any racial discrimination related to her pay. Rather, her roles and duties were analyzed, as well as her historical pay, to come to a figure which was in excess of what she had ever been paid by the CVB. As such, summary judgment should be granted on Farmer's Title VII discrimination claims as it relates to her pay.

2. Summary judgment should be granted on Plaintiff's Title VII claims of retaliation.

Again, without waiving its position that the CVB does not meet the definition of "employer" under Title VII, alternatively, the CVB moves for summary judgment in its favor on Farmer's Title VII retaliation claim because there is no genuine issue of material fact in dispute that the CVB took any adverse employment action with respect to Famer, including at its April 2022, board meeting, because of this lawsuit (filed January 13, 2022) or her assertion of EEOC Charges of Discrimination.

Title VII prohibits retaliation against employees who engage in protected conduct, such as filing a complaint of discrimination." *Perez v. Region 20 Edc. Serv. Ctr.*, 307 F. 3d 318, 325 (5th Cir. 2002). To make out a prima facie case of retaliation under Title VII, Plaintiff must prove that "(1) she engaged in activity protected under Title VII, (2) an adverse employment action occurred, and (3) there was a causal connection between her protected activity and the adverse employment decision." *Gardner v. CLC of Pascagoula, LLC*, 915 F. 3d 320, 327-28 (5th Cir. 2019). An adverse employment action is denied as "an employment decision that affects the terms and conditions of employment." *Thompson v. City of Waco*, 764 F. 3d 500, 503 (5th Cir. 2014). An "adverse employment action" must be an "ultimate employment decision, such as hiring granting leave,

⁷²Ex. 16, January 10, 2022, Minutes of CVB board meeting.

discharging, promoting, or compensating.” *McCoy v. City of Shreveport*, 492 F. 3d 551, 559 (5th Cir. 2007).

Under the prima facie analysis, the CVB acknowledges that Farmer had engaged in protected conduct by filing EEOC charges. However, no adverse action was taken by the CVB with respect to Farmer following her filing the Complaint and asserting Charges of Discrimination with the EEOC.⁷³ Farmer alleges the CVB board “would not even consider” “several statements signed by local business owners and managers supporting her to be the next direct.”⁷⁴ Farmer alleges “it was indicated to Plaintiff” (by some unidentified person) that Farmer “would not even be considered for the interim director position while the board seeks a new director.”⁷⁵ However, Farmer’s allegations do not rise to the level of asserting a prima facie claim of retaliation – and showing any genuine issue of material fact in dispute - because she fails to allege or describe any adverse employment action she experienced that arose from an “ultimate employment decision.” Farmer does not articulate or identify any ultimate employment decision whatsoever. Notably, when the decision about whether to name Farmer as Interim Executive Director following Ervin’s resignation was considered by the board at the May 9, 2022, CVB board meeting, it passed with eleven (11) board members voting in favor, with one (1) abstention.⁷⁶ When the board actually acted on appointing an interim director (which followed Farmer’s filing of this lawsuit and Charges of Discrimination), the board chose Farmer.

If the Court disagrees and finds Plaintiff has sufficiently pled and shown material facts in dispute with respect to a prima facie claim of retaliation under Title VII, summary judgment should

⁷³Farmer’s first Charge of Discrimination with the EEOC is dated December 20, 2021 [Doc. 30-2], which is *after* or follows the date she contends her pay was decreased (December 13, 2021) (Ex. 1, Third Am. Compl., at p. 3 [Doc. 77, ¶ 10]). Thus, Farmer’s claims related to pay cannot be proof of her claims of retaliation.

⁷⁴Ex. 1, Third Am. Compl. [Doc. 77], at ¶ 14.

⁷⁵*Id.*

⁷⁶Ex. 17, Minutes of the May 9, 2022, CVB board meeting.

be granted in the CVB's favor because Farmer's claims fail under further analysis.

Title VII retaliation claims are analyzed under the *McDonnell Douglas* burden-shifting framework. *Royal v. CCC & R Tres Arboles, LLC*, 736 F. 3d 396, 400 (5th Cir. 2013). Under the first prong, the Plaintiff must...present evidence of a prima facie case of" retaliation. *Vaughn v. Woodforest Bank*, 665 F. 3d 632, 636 (5th Cir. 2011). At this initial stage, "a plaintiff can meet his burden of causation simply by showing close enough timing between the protected activity and his adverse employment action." *Garcia v. Prof'l Contract Servs., Inc.*, 938 F. 3d 236, 243 (5th Cir. 2019).

If a plaintiff presents such evidence, "discrimination is presumed, and the burden shifts to the employer to articulate a legitimate, nondiscriminatory reason for the underlying employment action." *Davis v. Dallas Area Rapid Transit*, 383 F. 3d 309, 317 (5th Cir. 2004). "The employer's burden is one of production, not persuasion, and does not involve a credibility assessment." *Black v. Pan Am Labs., LLC*, 646 F. 3d 254, 259 (5th Cir. 2011). If the defendant employer can articulate a legitimate, nondiscriminatory reason for the underlying employment action, the presumption of discrimination disappears, and the plaintiff must prove that the employer's "stated explanation...was mere pretext." *Garcia*, 938 F. 3d at 243. At the pretext stage, "[t]o establish the requisite causal connection between the protected activity and the adverse employment action, a plaintiff must show that his or her protected activity was a but-for cause of the alleged adverse action by the employer." *Fisher v. Lufkin Indus., Inc.*, 847 F. 3d 752, 757 (5th Cir. 2017); *Garcia*, 938 F. 3d at 243-44. The plaintiff must prove "that the unlawful retaliation would not have occurred in the absence of the alleged wrongful act or actions of the employer." *Univ. of Tex. Sw. Med. Ctr. v. Nassar*, 570 U.S. 338, 360, 133 S. Ct. 2517, 186 L. Ed. 2d 503 (2013). "[T]emporal proximity alone is insufficient to prove but-for causation." *Strong v. Univ. Healthcare Sys., LLC*,

482 F. 3d 802, 808 (5th Cir. 2007). “But a combination of suspicious timing with other significant pretext, can be sufficient to survive summary judgment.” *United States ex rel. King v. Solvay Pharms., Inc.*, 871 F. 3d 318, 334 (5th Cir. 2017).

Again, there was no adverse employment action by the CVB that occurred with respect to Farmer when the board made its decision with respect to Interim Executive Director. When the issue was considered by the board, Farmer was selected. In addition, the board hired an external search firm to assist with the hiring process.⁷⁷ Long (who voted for Farmer in October 2021) testified it was important to use a professional search firm and to go through a hiring process, which she had recommended prior to the 2021 search.⁷⁸ Plaintiff has failed to allege or identify any adverse action by her employer (CVB), and she has failed to show that filing the lawsuit and asserting EEOC Charges of Discrimination were the “but-for” cause that Farmer “would not even be considered for the interim director position while the board seeks a new director.”⁷⁹ Such speculation by Farmer and unsupported allegations do not rise to the level of showing any material issue of fact in dispute that the CVB acted with pretext or otherwise retaliated against Farmer. As such, summary judgment in the CVB’s favor should be granted in Farmers Title VII retaliation claim.

3. Summary judgment should be granted in the CVB’s favor on Plaintiff’s claims under 42 U.S.C. § 1981 and the Fourteenth Amendment for Plaintiff’s failure to invoke or proceed under Section 1983.

Plaintiff alleges that the CVB has discriminated against her by not hiring her for the Executive Director position in violation of 42 U.S.C. § 1981. Specifically, Plaintiff alleges, “Defendants have denied Plaintiff the same right to contract as is given to back persons, in

⁷⁷*Id.*, and Ex. 26, Minutes of May 23, 2022, Special Called Meeting.

⁷⁸Ex. 22, Long dep., at pp. 24:13-26:6; 27:2-29:22.

⁷⁹*Id.*

violation of 42 U.S.C. § 1981”. (Ex. 1, at p.4, ¶ 13). Plaintiff also alleges that the board’s decision not to hire her as Interim Director at the April 9, 2022, CVB meeting was retaliation for her filing a lawsuit and asserting a claim with the EEOC in violation of 42 U.S.C. § 1981. (*Id.*, at p. 4, ¶ 14).

Section 1981 provides in pertinent part that “[a]ll persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts ... as is enjoyed by white citizens.” 42 U.S.C. § 1981. The protections afforded by Section 1981 can be invoked in claims asserting “reverse discrimination” by a white person alleging discriminatory treatment in favor of an African-American person. *McDonald v. Santa Fe Trail Transp. Co.*, 427 U.S. 273, 296 (1976). Section 1981 defines “make and enforce contracts” as including “the making, performance, modification, and termination of contracts, and the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship.” 42 U.S.C. § 1981(b). To bring a claim for racial discrimination and/or retaliation under Section 1981, Plaintiff must pursue those claims through Section 1983. *See Oden v. Oktibbeha County, Miss.*, 246 F. 3d 458, 462-63 (5th Cir. 2001).

As a preliminary matter, Plaintiff’s Complaint does not reference § 1983 at all. (Doc. 1).

Then, Plaintiff’s Third Amended Complaint contains the following paragraph:

“This Court has federal question jurisdiction under 28 U.S.C. § 1331 and civil rights jurisdiction under 28 U.S.C. 1343, to redress a claim for damages under 42 U.S.C. § 1981 and under the Fourteenth Amendment to the United States Constitution. This action is authorized by 42 U.S.C. § 1983.”

(Ex. 1, Third Am. Compl, [Doc. 77, at p. 2, ¶ 3]). This paragraph alleges *jurisdiction* of the federal court, without more. There is no other mention in the Plaintiff’s pleadings of Section 1983 or statement that Plaintiff is invoking or proceeding with any identifiable claim under Section 1983.⁸⁰

⁸⁰Notably, Plaintiff has conceded that the City of Greenwood cannot be liable the 42 U.S.C. 1981 and Fourteenth Amendment claims “brought under 42 U.S.C. § 1983” because *Monell v. Dep’t of Soc. Servs. of City of New York*, 436 U.S. 658 (1978). (Doc. 48, at p. 9; Doc. 101, at p. 8). The CVB does not find where Plaintiff has asserted claims

The paragraphs describing Plaintiff's claims against the defendants do not include any reference to Section 1983. Plaintiff describes her Section 1981 claims in Paragraphs 13 and 14 of the Third Amended Complaint; but she does not allege that these claims of discrimination and retaliation are brought pursuant to pursuant to Section 1983. Similarly, Plaintiff does not mention Section 1983 when she describes her Fourteenth Amendment claims. In paragraphs describing the legal basis for her claims against the CVB, Plaintiff alleges that "Defendants have denied Plaintiff the equal protection of the laws guaranteed her by the Equal Protection Clause of the Fourteenth Amendment of the United States Constitution..." and, later, states her retaliation claim is "under" the Fourteenth Amendment.⁸¹ Plaintiff does not state she is invoking or proceeding under Section 1983. This failure to plead is fatal to Plaintiff's claims; and summary judgment should be granted.

In *Williams v. Panola Cnty.*, 2021 U.S. Dist. LEXIS 241265; 2021 WL 5989929 (N.D. Miss. Dec. 17, 2021), the district court dismissed the plaintiff's complaint because the plaintiff failed to plead Section 1983. *Williams*, 2021 U.S. Dist. LEXIS 241265, at *8. In the court's analysis, it cited the legal authority from the Fifth Circuit that Section 1981 does not create or provide a cause of action against municipal entities. *Id.* Similarly, in *Lofton v. City of W. Point*, 2012 U.S. Dist. LEXIS 47537, (N.D. Miss. April 4, 2012), the district court dismissed the plaintiff's Fourteenth Amendment and Section 1981 claims for failure to allege and invoke Section 1983 in the plaintiff's pleadings. *Lofton*, 2012 U.S. Dist. LEXIS 47537, at *36. From the district court's opinion, litigants are minded that "[R]equiring § 1981 claims to be pursued through § 1983 is not a mere pleading formality." *Felton v. Polles*, 315 F. 3d 470, 482 (5th Cir. 2002). *Id.*

Farmer is required to pursue her Section 1981 and Fourteenth Amendment claims under Section 1983 and she has failed to allege that she is doing so or that she has brought or founded

"brought under" Section 1983 in her Third Amended Complaint.

⁸¹Ex. 1, Third Amended Complaint, ¶¶ 13 and 14.

her claims upon Section 1983. Accordingly, summary judgment should be granted in the CVB's favor on Plaintiff's Section 1981 and Fourteenth Amendment claims.

4. Summary judgment should be granted in the CVB's favor on Plaintiff's claims that it violated Section 1981 and the Fourteenth Amendment Due Process Clause.

Alternatively, and without waiving its position, if the Court finds that Plaintiff has urged or plead her 1981 and Fourteenth Amendment claims through Section 1983,⁸² summary judgment in Defendant's favor is still appropriate because there is no genuine issue of material fact in dispute that Plaintiff has pled or alleged sufficient facts in support of the elements of racial discrimination claim, specifically that "(1) the plaintiff is a member of a racial minority; (2) an intent to discriminate on the basis of race by the defendant; and (3) the discrimination concerns one or more of the activities enumerated in the [1981] statute." *Green v. State Bar*, 27 F. 3d 1083, 1086 (5th Cir. 1994); *Wesley v. Gen. Drivers, Warehousemen & Helpers Local 745*, 660 F. 3d 211, 213 (5th Cir. 2011). Farmer similarly fails to allege or plead sufficient facts in support of any retaliation claim under Section 1981⁸³ or that the CVB's timing and decisions with respect hiring an Interim Executive Director in 2022 upon Ervin's resignation (discussed *infra*) are pretextual for a discriminatory intent. Conclusory allegations without specific facts in the context of Section 1981 claims should not be accepted as true. *See Dickerson v. O'Neil*, 2003 U.S. App. LEXIS 29510, at *6 (5th Cir. 2003) (*citing Collins v. Morgan Stanley Dean Witter*, 224 F. 3d 496, 498 (5th Cir. 2000)).

The analysis of this issue is the same as under Title VII⁸⁴, and the CVB again asserts that

⁸² Section 1983 provides a cause of action for individuals who have been "depriv[ed] of any rights, privileges, or immunities secured by the Constitution and law" of the United States by any person or entity acting under color of state law. 42 U.S.C. § 1983 (2003).

⁸³"The elements of a § 1981 retaliation claim are (1) that the plaintiff engaged in activities protected by § 1981; (2) that an adverse action followed; and (3) a causal connection between the protected activities and the adverse action." *Body by Cook, Inc. v. State Farm Mut. Auto. Ins.*, 869 F.3d 381, 390 (5th Cir. 2017).

⁸⁴ CITE

Plaintiff has failed to articulate or provide material facts in dispute that the CVB, or any of its board members, acted with an intent to discriminate against Farmer based on her race. Moreover, Farmer cannot proceed under a theory of *respondeat superior* but must satisfy the “custom or policy” test under the requirements of asserting a claim pursuant to 1983. *Monell v. Dep’t of Soc. Servs.*, 436 U.S. 658; 98 S. Ct. 2018; 56 L. Ed. 2d 611 (1978).⁸⁵ A plaintiff must identify “a policy maker; an official policy; a violation of constitutional rights whose moving force is the policy or custom.” *Williams v. Panola Cnty.*, 2021 U.S. Dist. LEXIS 24126, at *9 (N.D. Miss. Dec.17, 2021) (quoting *Dunlap v. City of Fort Worth*, 2020 U.S. Dist. LEXIS 2619, at *7 (N.D. Tex. Jan. 8, 2020) (quoting *Piotrowski v. City of Houston*, 237 F. 3d 567, 578 (5th Cir. 2001))). For the purpose of a claim brought pursuant to 1983, an “official policy” has been defined to be: “[a] policy statement, ordinance, regulation or decision that is officially adopted and promulgated by the municipality’s lawmaking officers or by an official to whom the lawmakers have delegated policy-making authority. *Brown v. Bryan County*, 219 F. 3d 450, 457 (5th Cir. 2000). An official policy may be shown by a “persistent, widespread practice of city officials or employees, which although not authorized by officially adopted and promulgated policy, is so common and well settled as to constitute a custom that fairly represents municipal policy.” *Id.*

Here, Farmer has failed to raise a fact question on the *Monell* requirement of custom or policy. Farmer has not identified any custom or policy whatsoever by the CVB that evidences

⁸⁵ The Supreme Court held in *Monell*, as follows: “Our analysis of the legislative history of the Civil Rights Act of 1871 compels the conclusion that Congress did intend municipalities and other local government units to be included among those persons to whom § 1983 applies. Local governing bodies, therefore, can be sued directly under 1983 for monetary, declaratory, or injunctive relief where, as here, the action that is alleged to be unconstitutional implements or executes a policy statement, ordinance, regulation or decision officially adopted and promulgated by that body’s officers. Moreover, although the touchstone of the §1983 action against a government body is an allegation that official policy is responsible for a deprivation of rights protected by the Constitution, local governments, like every other § 1983 “person”, by the very terms of the statute, may be sued for constitutional deprivations visited pursuant to governmental “custom” even though such a custom has not received formal approval through the body’s official decision-making channels.” *Monell*, 436 U.S. at 690; 98 S. Ct. at 2035.

discriminatory intent. Farmer has not cited the contents of any such policy, its origin, enactment, or otherwise produced any copy of an alleged policy, including any policy statement or policy opinion to support her claim. In addition, to the extent that Farmer intends to assert some widespread practice of CVB board members or employees, Farmer has similar failed to raise a fact question on that issue. Farmer has not articulated any custom by the CVB whatsoever. Accordingly, summary judgment should be granted in the CVB's favor on Farmer's Title 1981 claims.

As discussed above, and adopted fully herein, Plaintiff has failed to allege or identify any adverse action by her employer (CVB) or to show how the CVB made an ultimate employment decision with respect to Farmer following her EEOC Charges of Discrimination and the filing of the lawsuit. Farmer's timeline of events, *i.e.* filing of Charges of Discrimination and this lawsuit, and allegedly not being "considered" as Interim Executive Director in April 2022, if deemed to be in temporal proximity, simply do not meet the causation prong required to survive summary judgment. Farmer, by her own admission, contends her status was not deliberated or "considered". Farmer has failed to show that filing the lawsuit and asserting EEOC Charges of Discrimination were the "but-for" cause that Farmer "would not even be considered for the interim director position while the board seeks a new director."⁸⁶ By her own description, there was no action by the CVB board; and when her status was acted upon (in May 2022), she was named Interim Executive Director by unanimous vote (with one abstention). Such speculation by Farmer and unsupported allegations on her retaliation claim do not rise to the level of showing any material issue of fact in dispute that the CVB acted with pretext or otherwise retaliated against Farmer pursuant to Section 1981.

⁸⁶*Id.*

Finally, Farmer's retaliation claim brought pursuant to the Fourteenth Amendment is not an actionable claim; and summary judgment on Plaintiff's Fourteenth Amendment Equal Protection claim should be dismissed. *See Smith v. Miss. State Univ.*, 2018 U.S. dist. LEXIS 25843 (N.D. Miss. Feb. 16, 2018) (citing *Matthews v. City of West Point*, 863 F. Supp. 2d 572, 604 (N.D. Miss. 2012)).

CONCLUSION

For the reasons stated herein, Defendant CVB moves for dismissal of all of Plaintiff's claims against it for Plaintiff's failure to show any issue of material fact in dispute with respect to any of her claims.

This, the 2nd day of December, 2022.

GREENWOOD TOURISM COMMISSION

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CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that I have this day electronically filed the foregoing document using the ECF system which sent notification to:

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KACEY GUY BAILEY