

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Liam Wallis,

Plaintiff,

v.

The Boeing Company, Anthony Timms and  
Monica Williams,

Defendants.

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

Case No. 2019-CP-10-01379

**ORDER**

**RECEIVED**

**DEC 06 2021**

**SC Court of Appeals**

**THIS MATTER COMES BEFORE THE COURT** on Defendants The Boeing Company (“Boeing”), Anthony Timms (“Timms”) and Monica Williams (“Williams”), pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure, Motion to Reconsider, Alter or Amend this Court’s Order Denying Defendants’ Motion to Dismiss Plaintiff’s wrongful termination in violation of public policy claim against Boeing and his civil conspiracy claim against Anthony Timms and Monica Williams.

A hearing was held on the Motion to Dismiss February 27, 2020. Present at the hearing were Mike Ellis, counsel for Plaintiff, Cherie Blackburn, counsel for Defendants, C. Edward Rawl, Jr., Senior Counsel for Boeing, and Defendants Anthony Timms and Monica Williams. This Court issued an Order Denying Defendants’ Motion to Dismiss on March 19, 2020 (“the Order”). All named Defendants filed a Motion to Reconsider on March 26, 2020. Defendants’ Motion to Reconsider, Alter or Amend is granted in part and denied in part as stated herein.

**I. APPLICABLE LEGAL STANDARD**

“It is proper to view a Rule 59(e) motion not only as a vehicle to request the trial court ‘alter or amend the judgment,’ but also as a vehicle to seek ‘reconsideration’ of issues and arguments.” *Elam v. South Carolina Dept. of Transp.*, 361 S.C. 9, 21, 602 S.E.2d 772, 778 (2004).

“There is nothing inherently unfair in allowing a party one final chance not only to call the court's attention to a possible misapprehension of an earlier argument, but also to revisit a previously raised argument. It is inherently unfair to disallow such an opportunity.” *Id.* at 22, 602 S.E.2d at 779.

## II. PLAINTIFF'S CAUSE OF ACTION FOR WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY.

Boeing asserts this Court should reconsider the Order because it does not consider that Plaintiff has a statutory remedy for his wrongful termination claim. Under South Carolina law, a cause of action for wrongful termination in violation of public policy exists as a narrow exception to the doctrine of at will employment when an employee's discharge violates a clear mandate of public policy. *See Ludwick v This Minute of Carolina, Inc.*, 287 S.C. 219, 223, 337 S.E.2d 213, 215 (1985). The public policy exception to the doctrine of employment at-will does not extend to situations where the employee has an existing statutory remedy for wrongful termination. *Barron v. Labor Finders of South Carolina*, 393 S.C. 609, 615, 713 S.E.2d 634, 637 (2011). As evidenced by the foregoing cases, “the *Ludwick* exception [to at-will employment] is not designed to overlap an employee's statutory or contractual rights to challenge a discharge, but rather to provide a remedy for a clear violation of public policy where no other reasonable means of redress exists.” *Stiles v. Am. Gen. Life Ins. Co.*, 335 S.C. 222, 228, 516 S.E.2d 449, 452 (1999).

Boeing asserts that Plaintiff cannot state a claim for wrongful termination in violation of public policy because he has an existing statutory remedy available under the Wendell H. Ford Aviation Investment and Reform Act for the 21<sup>st</sup> Century (“AIR21”), which provides that:

“[n]o air carrier or contractor . . . may discharge an employee . . . because the employee. . . provided . . . or caused to be provided to the employer . . . information relating to any violation or alleged violation of any order, regulation, or standard of the Federal Aviation Administration or any other provision of Federal law relating to air carrier safety . . . .” 49 U.S.C. § 42121(a)(1).

In January of this year, the United States District Court for the District of South Carolina, Charleston Division, addressed the issue of whether AIR21 provided a statutory remedy to the plaintiff, an at-will employee of Boeing, warranting dismissal of his wrongful termination cause of action. In *Lugo v. The Boeing Co*, the plaintiff alleged that he was wrongfully terminated for his “safety complaints regarding lighting, failure for more stringent walk-throughs, tool accountability and his involvement in the union.” No. 2:19-CV-2995-RMG, 2020 WL 495336, at \*3 (D.S.C. January 30, 2020). The district court dismissed plaintiff’s wrongful termination in violation of public policy claim under Fed. R. Civ. P. 12(b)(6), stating that “AIR21 provides a statutory remedy for individuals who were retaliated against for providing information to their employer that related to any violation or alleged violation of any order, regulation, or standard of the Federal Aviation Administration or any other provision of Federal law related to air carrier safety. . . .”. *Id.* at \*3. The court held the plaintiff had an existing statutory remedy under AIR21 and, as a result, the public policy exception to at will employment did not apply. *Id.*

In reconsidering the Order, this Court finds that AIR21 expressly includes employees lodging internal airplane safety complaints directly with their employers, as alleged by Plaintiff in this lawsuit. 49 U.S.C. § 42121(a)(1); see also *Lugo*, 2020 WL 495336, at \*3, (citing *Hobek*, 2017 WL 9250342, at \*4). This Court finds that Plaintiff has an existing statutory remedy under AIR 21 and his termination did not contravene a clear mandate of public policy. As such, Plaintiff’s cause of action for wrongful termination in violation of public policy is hereby dismissed.

## **II. PLAINTIFF’S CAUSE OF ACTION FOR CIVIL CONSPIRACY AGAINST THE INDIVIDUAL DEFENDANTS TIMMS AND WILLIAMS.**

Timms and Williams assert this Court should reconsider its Order because the Amended Complaint fails to properly allege a claim for civil conspiracy. The elements of a civil conspiracy

tort claim in South Carolina are (1) the combination of two or more people, (2) for the purpose of injuring the plaintiff, (3) which cause the plaintiff special damages. *LaMotte v. Punch Line of Columbia, Inc.*, 296 S.C. 66, 370 S.E.2d 711 (1988). In his Amended Complaint, Plaintiff has alleged:

“...Anthony Timms and Monica Williams conspired to have Plaintiff terminated” (Amended Complaint, para. 45)... “Anthony Timms and Monica Williams engaged in this conspiracy to minimize findings being reported to their bosses in an attempt to further their own careers” (Amended Complaint, para. 46)... “Anthony Timms and Monica Williams furthered their conspiracy to harm Plaintiff for their gain by depriving Plaintiff access to the internal computer systems that allowed Plaintiff to verify whether planes on the flight line were indeed ready for his inspection” (Amended Complaint, para. 47)... “the conspiracy by Anthony Timms and Monica Williams resulted in Plaintiff being forced to rely on others that two planes were ready to be inspected rather than being able to verify for himself on the computer system to which he was denied access by Timms and Williams” (Amended Complaint, para. 48)... “As a result of their civil conspiracy, Plaintiff has suffered special damages including but not limited to a loss of standing in the aviation community including being effectively “black listed” resulting in being denied employment opportunities for which he is well qualified...” (Amended Complaint, para. 58).

Thus, the civil conspiracy cause of action against Timms and Williams is for the alleged loss of future alternate wages Plaintiff could have earned in the aviation industry due to their alleged tarnishing of his good name. This Court finds Plaintiff has properly pled a civil conspiracy cause of action. As pled, two or more persons, Timms and Williams, allegedly conspired against Plaintiff to have him terminated from Boeing, and allegedly caused the Plaintiff special damages of not being able to obtain future employment in the aviation industry.

For the reasons set forth herein, Defendants’ Motion to Reconsider, Alter or Amend is hereby GRANTED in part and DENIED in part and Plaintiff’s cause of action for wrongful termination in violation of public policy against Boeing is dismissed.

**IT IS SO ORDERED.**

*[JUDGE SIGNATURE PAGE TO FOLLOW]*



Charleston Common Pleas

**Case Caption:** Liam Wallis VS Boeing Company The

**Case Number:** 2019CP1001379

**Type:** Order/Other

It is so Ordered

s/ Perry M Buckner III 2122