

[DO NOT PUBLISH]

In the
United States Court of Appeals
For the Eleventh Circuit

No. 21-13535

Non-Argument Calendar

SHANNON GLADDEN,
an individual,

Plaintiff-Appellant,

versus

THE PROCTER & GAMBLE CO.,
An Ohio corporation,

Defendant,

THE PROCTOR & GAMBLE DISTRIBUTING, LLC,

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Defendant-Appellee.

Appeal from the United States District Court
for the Northern District of Georgia
D.C. Docket No. 1:19-cv-02938-CAP

Before WILSON, NEWSOM, and ANDERSON, Circuit Judges.

PER CURIAM:

Following her termination from The Proctor & Gamble Distributing LLC, Shannon Gladden complained that P&G discriminated against her based on her gender and retaliated against her, in violation of Title VII of the Civil Rights Act of 1964. In particular, Gladden claimed that P&G fired her after she reported concerns about the contract between P&G and one of its vendors, Promoveo Health, to her manager. The district court granted summary judgment to P&G on both claims.¹

Title VII bars an employer from firing an employee based on her sex. 42 U.S.C. § 2000e-2(a)(1). Without direct evidence of sex-based discrimination, a plaintiff may show discrimination through

¹ We review summary judgment orders de novo. *Grange Mut. Cas. Co. v. Slaughter*, 958 F.3d 1050, 1056 (11th Cir. 2020).

circumstantial evidence by satisfying the burden-shifting *McDonnell Douglas* framework:

To establish a prima facie case of discriminatory discharge, the plaintiff must show that she (1) was a member of a protected class, (2) was qualified for the job, (3) suffered an adverse employment action, and (4) was replaced by someone outside the protected class. Once a plaintiff has established a prima facie case of discrimination, the burden shifts to the employer to offer a nondiscriminatory legitimate reason for the adverse employment action. The burden then shifts back to the plaintiff to show that the employer's stated reason was a pretext for discrimination. If the plaintiff does not satisfy her burden of establishing a genuine issue of material fact that the employer's reason was pretextual, the grant of summary judgment in favor of the employer is proper.

Cuddeback v. Florida Bd. of Educ., 381 F.3d 1230, 1235 (11th Cir. 2004) (citations omitted). Retaliation claims are analyzed under the same framework. *Furcron v. Mail Ctrs. Plus, LLC*, 843 F.3d 1295, 1310 (11th Cir. 2016). Alternatively, a plaintiff may present “a convincing mosaic” of circumstantial evidence that raises a reasonable inference that the employer intentionally discriminated against her. *Smith v. Lockheed-Martin Corp.*, 644 F.3d 1321, 1328 (11th Cir. 2011) (quotation omitted). If she does so, she has a prima facie case of discrimination. *Chapter 7 Tr. v. Gate Gourmet, Inc.*, 683 F.3d 1249, 1255–56 (11th Cir. 2012).

We hold that even if Gladden established a prima facie case of discriminatory or retaliatory discharge, both claims fail because she hasn't shown that P&G's stated reasons for firing her were pretextual. After Promoveo fired one of its sales associates who was Gladden's neighbor, Gladden started questioning a Promoveo executive and other Promoveo sales associates about how much Promoveo paid its employees relative to how much P&G paid Promoveo for each salesperson who sold P&G products to dental offices. She did so despite P&G's co-employment avoidance policy prohibiting interference with vendors' employment decisions. Gladden also notified several P&G managers about her concerns, but she didn't immediately contact the Purchases division, the P&G group responsible for ensuring and discussing contract compliance issues with vendors.

After Promoveo complained about Gladden's behavior to P&G, a P&G Human Resources manager began investigating Gladden's conduct. Around the same time, the terminated Promoveo employee began sending long accusatory emails to many P&G employees. The emails contained certain information—such as the amount that P&G paid Promoveo per sales associate and personal information about the HR manager investigating Gladden—that only Gladden would have known, suggesting that Gladden had provided confidential P&G information to her neighbor and that they were collaborating on the email campaign. P&G assigned a new HR team to investigate Gladden, and the team ultimately concluded that Gladden should be fired for

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violating P&G's policies regarding vendor contracts and for conspiring with her neighbor to harass and intimidate P&G employees.

Gladden hasn't shown that any of P&G's reasons for firing her were pretextual—*i.e.*, that they were false and that, in fact, discrimination was the real reason. *See Hornsby-Culpepper v. Ware*, 906 F.3d 1302, 1312 (11th Cir. 2018). It is not enough for her to question the wisdom of P&G's reasons; she must show that they were actually pretextual. *See Chapman v. AI Transp.*, 229 F.3d 1012, 1030 (11th Cir. 2000) (en banc). She has not done so. For instance, she hasn't shown that she didn't violate P&G's policies regarding vendor contracts or that male employees also violated the policies but were treated differently. *See Damon v. Fleming Supermarkets of Fla., Inc.*, 196 F.3d 1354, 1363 (11th Cir. 1999). She also hasn't shown that P&G's belief that she was involved in the email campaign was not held in good faith. *See Elrod v. Sears, Roebuck & Co.*, 939 F.2d 1466, 1470 (11th Cir. 1991). Because Gladden failed to “satisfy her burden of establishing a genuine issue of material fact that [P&G's] reason[s were] pretextual, the grant of summary judgment in favor of [P&G] is proper.” *Cuddeback*, 381 F.3d at 1235.

AFFIRMED.