

Circuit Court for Baltimore City
Case No. 24-C-17-006460

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 2119

September Term, 2022

SCOTT MILLER-PHOENIX

v.

BALTIMORE CITY BOARD OF SCHOOL
COMMISSIONERS

Wells, C.J.,
Graeff,
McDonald, Robert N.,
(Senior Judge, Specially Assigned),

JJ.

Opinion by Wells, C.J.

Filed: February 26, 2024

*This is an unreported opinion. It may not be cited as precedent within the rule of stare decisis. It may be cited for its persuasive value only if the citation conforms to Rule 1-104(a)(2)(B).

The circumstances underlying this wrongful termination case began in September 2016 near the start of the school year when appellant Scott Miller-Phoenix took leave from his teaching position claiming he was suffering from Post-Traumatic Stress Disorder (“PTSD”). Miller-Phoenix maintained he had been traumatized because of several incidents that occurred while he was teaching in the Baltimore City School system. Miller-Phoenix used leave under the Family & Medical Leave Act, 29 U.S.C. §§ 2601-2654 (2019) (“FMLA”) in October 2016 and once his FMLA leave was exhausted, he filed a workers’ compensation claim in December 2016.

In January 2017, representatives of the appellee Baltimore City Board of School Commissioners’ (“the Board”) advised Miller-Phoenix that he had to return to his teaching position or provide further medical documentation to justify his continued absence. Ultimately, Miller-Phoenix did not return to work, for reasons that, as we shall discuss, depended on who one believed. In any event, in a letter dated April 28, 2017, the Board told Miller-Phoenix that his contract would not be renewed for the following school year.

Miller-Phoenix sued the Board alleging several theories including breach of contract, violation of various whistleblower statutes, and wrongful termination. The circuit court granted the Board summary judgment on all counts and Miller-Phoenix appealed. In *Miller-Phoenix v. Balt. City Bd. Sch. Comm’rs*, 246 Md. App. 286 (2020) (“*Miller-Phoenix I*”), we determined that Miller-Phoenix failed to preserve for appellate review his argument that he should have been excused from exhausting administrative and contractual remedies before pursuing his whistleblower and contractual claims. *Id.* at 307-08.

But, as a matter of first impression, we held that the non-renewal of a term contract could give rise to a wrongful termination claim if the employee could show that the employer’s decision not to renew the contract was done in contravention of a clear mandate of public policy, such as an employee’s right to file a workers’ compensation claim. *Id.* at 305. As a result, we remanded for further proceedings on the wrongful termination claim only. *Id.* On remand, the case went to the jury, which found in favor of the Board. However, the circuit court granted Miller-Phoenix a new trial.

At the new trial, held in August 2022, the circuit court ruled Miller-Phoenix failed to set forth sufficient evidence to support his claim and granted the Board’s motion for judgment. Miller-Phoenix filed this timely appeal and asks us to resolve one question, which we have rephrased:¹

Did the circuit court err in granting the Board’s motion for judgment?

We conclude the court erred in granting judgment in the Board’s favor and reverse.

FACTUAL AND PROCEDURAL BACKGROUND

Miller-Phoenix began teaching in the Baltimore City public school system in 1992. Throughout his tenure, according to documentation he produced at trial, Miller-Phoenix received positive performance reviews and successfully taught for over twenty years.

¹ Miller-Phoenix’s verbatim question presented to us read:

Did the lower court err when it granted the School Board’s motion for judgment at the close of all evidence although when viewed in the light most favorable to him, Scott Miller-Phoenix presented more than “slight” evidence to generate a jury question regarding whether the School Board discharged Mr. Miller-Phoenix in violation of Maryland Public Policy?

While teaching at Northwestern High School from 2015-16, Miller-Phoenix experienced what he described as traumatic experiences and sought psychological treatment. His physician, Dr. Tali Shokek, Psy. D. diagnosed Miller-Phoenix with Post Traumatic Stress Disorder and prescribed treatments one to two times per week and, critically, that Miller-Phoenix be absent from work three to four times per week.

At some point around the same time, April 2016, Miller-Phoenix was “surplussed” from Northwestern High. According to the testimony of Jerome Jones, the Director of Labor Relations and Negotiations in the Board’s Office of Human Capital, a teacher is rendered “surplus” when the budget for the school year cannot support the teacher’s continued employment at the school because of a decline in student enrollment. Jones noted that this culling of teachers occurs at the end of the school year when the school receives its preliminary budget. After Miller-Phoenix was surplussed from Northwestern High School in April 2016, he was told to report to Waverly Elementary/Middle school that fall at the start of the 2016-2017 school year.

Events Leading Up to Workers’ Compensation Claim

Miller-Phoenix began the 2016-17 school year at Waverly as requested. On September 14, 2016, Miller-Phoenix informed his principal, Jonathan Fried, he was taking leave under FMLA because he was psychologically unable to continue working. According to Miller-Phoenix, Dr. Shokek advised that his leave should be extended for longer than the sixty days allotted him under FMLA. In fact, Dr. Shokek opined that Miller-Phoenix should not return to his teaching position in the fall of 2016 due to his PTSD. So, in early

October, Miller-Phoenix spoke with Human Capital Specialist Donald Terry about obtaining long-term leave. Terry suggested Miller-Phoenix file a workers' compensation claim. Terry directed Miller-Phoenix to contact the Board's third-party administrator for workers' compensation claims, a company called Key Risk. Terry further informed Miller-Phoenix that to apply for benefits he would have to complete an employee incident report, have it signed by his principal, and undergo a medical examination.

Between October 3 and October 12, Miller-Phoenix acted on Terry's suggestion. This included discussions with Evelyn Jefferson, another member of the Board's Human Capital Office. According to Miller-Phoenix, Jefferson ceased communicating with him after he asked about the Board's workers' compensation policies and whether the process of applying for such benefits would be less complicated if he had an attorney.

On October 14, Miller-Phoenix received an email from the Board's Certificate Manager, Zakia McAllister, informing him that his Advanced Professional Certification lapsed as of June 30, 2016, meaning a loss of his teaching contract and tenure. Miller-Phoenix testified he responded to an earlier notice that his teaching certificate was about to expire and that he submitted the required documents by the deadline. He said that when he submitted his recertification materials, he received a confirmation stating he would receive "an approval or rejected email notification within 30-60 days." McAllister testified that she told Miller-Phoenix he had not submitted a complete recertification packet including a signed "IDP" or "Individual Development Plan" and proof of sufficient coursework credits, despite his claim to the contrary.

In her trial testimony, McAllister stated that she told Miller-Phoenix that because his teaching contract had lapsed, if he wanted to continue teaching, he had to sign a provisional one-year contract otherwise he could not teach and would be effectively fired. On October 18, he signed the contract, giving him a provisional certificate valid for an additional two years. McAllister explained that during this two-year period, the teacher was expected to get recertified. The provisional teaching contract, however, was for a one-year term.

Allegations Surrounding the Workers’ Compensation Claim

As mentioned, to start the process of obtaining workers’ compensation benefits, a teacher is required to complete and sign an incident report detailing how the teacher was injured while on the job. The teacher’s principal must also sign-off on the incident report. On October 18, Miller-Phoenix signed such an employee incident report and returned it to the Board.

A question then arose as to which principal should sign the report because the alleged work-related injury occurred in July 2016, when Miller-Phoenix was assigned to Northwestern High School, not his then-current assignment at Waverly. Jones testified that he wrote an email to Fried, Waverly’s principal, and told him not to sign the workers’ compensation form because the principal at Northwestern High School, Saeed Hill, should sign it. Jones testified he forwarded the email to Hill. In the email, Jones told Hill that Miller-Phoenix would likely be contacting him to obtain his signature on an incident form to obtain workers’ compensation benefits. In the same email, Jones asked Hill if he recalled

and could document any incidents or “performance concerns” involving Miller-Phoenix. Jones testified he also consulted with Key Risk to determine how to properly handle the incident report. According to Jones, because he required guidance from Key Risk, he told Hill not to sign the incident report or respond to Miller-Phoenix until Key Risk told him the correct way to proceed.

Three days later, October 21, 2016, in a letter, Fried informed Miller-Phoenix his teaching position at Waverly had been eliminated and he would be deemed “surplus.” The letter stated that Fried had met with Miller-Phoenix before his teaching position was eliminated. However, according to Miller-Phoenix, this was a false assertion because Fried never met with him. In deposition testimony that was read to the jury, Fried admitted he did not recall ever meeting with Miller-Phoenix before the latter was declared surplus. Further, Miller-Phoenix testified that because of the timing of the letter, he missed an October 24 job fair that all surplussed employees were required to attend so that they could be assigned to another school. Because he did not attend the job fair, the Board did not reassign Miller-Phoenix. Nearly two months later, on December 19, Miller-Phoenix filed his workers’ compensation claim.

The Board Decides Not to Renew Miller-Phoenix’s Teaching Contract

Even though by Christmas 2016 he had applied for but not been granted workers’ compensation benefits, Miller-Phoenix did not report back to Waverly after his FMLA ran out in December 2016. By January 2017, the Board cut his pay. In a letter dated March 1, 2017, Fried notified Miller-Phoenix he was required to submit medical or other appropriate

documentation to substantiate his continued absence or return to his teaching position at Waverly.² Miller-Phoenix, did not return to Waverly claiming he could not report for a full school week per Dr. Shokek's orders. Nonetheless, Miller-Phoenix testified that on multiple occasions he asked Jones, the Board's Director of Labor Relations and Negotiations, to be reassigned, but Jones informed him there were no teaching positions available for a teacher who would be absent for twenty percent of each week.

According to Jones, for a teacher's contract to not be renewed, the teacher's current principal must recommend non-renewal. That recommendation is then sent to an Instructional Lead Executive Director, who either agrees or disagrees with the recommendation. If this individual agrees, the notice is then sent back to Jones for final approval. In this case, Jones testified that Fried sent the non-renewal recommendation to Tammie McIntyre-Miller, Instructional Lead Executive Director, who agreed with the recommendation. Then, McIntyre-Miller forwarded the notice to Jones for approval. Ultimately, in a letter dated April 28, 2017, the Board notified Miller-Phoenix that his provisional contract would not be renewed for the following school year. His employment ceased on June 30, 2017.

² The letter stated: "Failure to provide the required documentation to substantiate your continued absence within five days of receipt of this letter . . . will result in abandonment of position charges against you to terminate your employment with Baltimore City Public Schools."

Relevant Procedural History

On December 18, 2017, Miller-Phoenix filed suit against the Board raising four theories of liability. Count One claimed a violation of the Maryland Public School Employee Whistleblower Protection Act under Maryland Code Annotated, Education Article, section 9-601. Count Two alleged a violation of the Baltimore City Code’s Whistleblower Act. Count Three asserted that Miller Phoenix was wrongfully discharged. Count Four claimed a breach of contract between the Board and the Baltimore Teacher’s Union. On December 21, 2018, the Board moved for summary judgment on all counts. The circuit court held a hearing on February 15, 2019, and requested supplemental briefing on the wrongful termination issue. On March 9, the court issued an order granting summary judgment to the Board on all counts. Miller-Phoenix appealed the decision to this Court. As previously discussed, in *Miller-Phoenix I*, we affirmed the court’s grant of summary judgment on all counts except that of wrongful termination, which we remanded to the circuit court.

On remand, from July 28 to August 3, 2021, the circuit court held a trial on the wrongful termination claim. A jury returned a verdict in favor of the Board. However, on August 31, 2021, the circuit court granted Miller-Phoenix a new trial.³

³ The record does not reveal why the court granted Miller-Phoenix’s motion for a new trial and neither of the parties has supplied that information.

The new trial commenced on August 30, 2022. The new trial was focused on whether Miller Phoenix was fired in violation of Maryland Code Labor and Employment (“L&E”) Article, § 9-1105.⁴ During the proceedings, the presiding judge stated:

The remaining count in this particular case is a wrongful or abuse of discharge count. And the Plaintiff has to show that in order to recover for wrongful or abuse of discharge, they have to prove . . . there is an employment relationship; there was a termination or discharge by the employer[;] and for the case, the reason for the . . . termination was because the employee exercised a legal right or privilege that involved a clear mandate of public policy. And in this particular case . . . the violated clear mandate of public policy would be terminating an employee for, and this would be solely, for filing a workman’s compensation claim.

* * *

. . . discharging an employee solely because the employee filed a Workers’ Compensation claim contravenes the clear mandate of Maryland public policy and, therefore, and again, that’s based on an actual statute, which is the Labor and Employment Section 9-1105, discharge of an employee for filing a claim, where it is prohibited by Maryland Law, by the legislature.

* * *

This is really, almost in a sense, it’s just an extremely discreet issue that the Plaintiff is left. And it is just what I laid out are the elements of the wrongful abuse of discharge, whether or not they can show that the school didn’t renew Mr. Miller-Phoenix solely for filing a Workers’ Compensation claim.

Miller-Phoenix presented five witnesses and approximately twenty exhibits to establish his claim. At the close of Miller-Phoenix’s case, the Board moved for judgment,

⁴ Md. Code, Lab. & Empl. § 9-1105:

(a) An employer may not discharge a covered employee from employment solely because the covered employee files a claim for compensation under this title.

(b) A person who violates this section is guilty of a misdemeanor and on conviction is subject to a fine not exceeding \$500 or imprisonment not exceeding 1 year or both.

arguing he had failed to show he was terminated solely for filing a workers’ compensation claim. The circuit court granted the Board’s motion. In its oral opinion, during which the court reviewed Miller-Phoenix’s testimony and the exhibits in some detail, the court concluded by saying:

The jury in this case would be just absolutely speculating and guessing Is there anything to indicate that they did anything, much less solely terminated or didn’t renew because of a workman’s compensation claim? Nothing other than, as I said, the possible proximity temporally of these particular incidents month – a month and a half before he even filed the claim. And that, the Court finds, is clearly insufficient for any reasonable fact finder to determine that it was based solely on the filing of the workman’s compensation claim.

Miller-Phoenix timely appealed. We will provide additional facts in our analysis when necessary.

DISCUSSION

I. Miller-Phoenix Provided Legally Sufficient Evidence to Generate a Jury Question that He Was Terminated Solely for Filing a Workers’ Compensation Claim.

A. Parties’ Contentions

Miller-Phoenix argues the Board violated clearly mandated public policy when it declined to renew his contract as a Baltimore City public school teacher in retaliation for him filing a workers’ compensation claim. Miller-Phoenix asserts the circuit court erred when it granted the Board judgment, because he only needed to produce “slight evidence” that Board decided not to renew his contract for the reason he alleged. He further contends that the Board’s stated reasons for not renewing his contract were false, and because they were untrue, so Miller-Phoenix contends, the only reasonable explanation for his

termination was because he filed a workers’ compensation claim. Lastly, Miller-Phoenix argues that the circuit court ignored evidence of the Board’s duplicity.

The Board responds that Miller-Phoenix failed to present sufficient evidence to support his contention. Rather, the Board asserts, Miller-Phoenix relied upon speculative and irrelevant circumstantial evidence. Additionally, the Board contends that there was no evidence to suggest that the Board’s stated reasons for not renewing Miller-Phoenix’s contract were “false.” Overall, in the Board’s view, Miller-Phoenix failed to offer a causal connection between his filing a workers’ compensation claim and the Board’s decision not to renew his teaching contract.

B. Standard of Review

Maryland Rule 2-519(a) permits a party to “move for judgment on any or all of the issues in any action at the close of the evidence offered by an opposing party, and in a jury trial at the close of all the evidence.” On appeal, “we review, without deference, the trial court’s grant of a motion for judgment in a civil case.” *D.C. v. Singleton*, 425 Md. 398, 406 (2012) citing *Thomas v. Panco Mgmt. of Md., LLC*, 423 Md. 387, 393–94 (2011) (“We review the trial court’s grant of [a] motion for judgment *de novo*.”). On review, this Court “conduct[s] the same analysis that a trial court should make when considering the motion for judgment.” *Id.* When we review a trial court’s ruling on a motion for judgment, we ask:

whether on the evidence adduced, viewed in the light most favorable to the non-moving party, any reasonable trier of fact could find the elements of the tort by a preponderance of the evidence **If there is even a slight amount of evidence that would support a finding by the trier of fact in favor of the plaintiff, the motion for judgment should be denied.**

Webb v. Giant of Maryland, LLC, 477 Md. 121, 346 (2021) (emphasis supplied). “[W]hen a defendant moves for judgment based on an affirmative defense, or upon the legal insufficiency of the plaintiff’s evidence, the trial judge must determine if there is ‘any evidence, no matter how slight, that is legally sufficient to generate a jury question,’ and if there is, the motion must be denied and the case submitted to the jury.” *Thomas*, 423 Md. at 394 (additional citations omitted).

C. Analysis

The Maryland Supreme Court recognized “the tort of wrongful termination based on public policy when an employee is discharged for exercising his or her legal rights.” *Yuan v. Johns Hopkins Univ.*, 452 Md. 436, 461-62 (2017) (citing *Watson v. Peoples Sec. Life Ins. Co.*, 322 Md. 467, 481–83 (1991) (holding that a wrongful termination claim existed when plaintiff was fired for suing a coworker for assault and battery). The Court has stated more specifically that terminating an employee for filing “a workers’ compensation claim contravenes the clear mandate of Maryland public policy.” *Ewing v. Koppers Co.*, 312 Md. 45, 50 (1988). The Court based its conclusion on its “perception of the magnitude of the public interest in preserving the full benefits of the workers’ compensation system to employees, and deterring employers from encroaching upon those rights.” *Id.*

“[T]o show retaliatory discharge, the plaintiff must set forth sufficient facts from which it can be inferred that (1) he was discharged . . . and (2) the employer’s motive in discharging . . . him was to deter him from exercising his rights under the [workers’

compensation statute] or to interfere with his exercise of those rights.” *Finch v. Holladay-Tyler Printing, Inc.*, 322 Md. 197, 204 (1991).

In this case, the issue before the circuit court was whether the Board violated L&E § 9-1105, which pertains to the discharge of an employee for filing a workers’ compensation claim. Section (a) of the statute states, “An employer may not discharge a covered employee from employment solely because the covered employee files a claim for compensation under this title.” This Court in *Miller-Phoenix I* affirmed the circuit court’s granting of summary judgment on breach of contract and alleged violation of the whistleblower statute. But we remanded on the wrongful termination count holding that “a claim for wrongful termination may lie when an employer’s motivation for deciding not to renew a renewable employment agreement contravenes a clear mandate of public policy.” *Id.* at 290. Further, we said:

It may be that Mr. Miller-Phoenix cannot generate a genuine dispute of material fact regarding whether his filing of a workers’ compensation claim motivated the Board’s decision not to renew his contract. But that contention must be presented to the circuit court in the first instance.

Id. at 305 n.9. Consequently, under L&E § 9-1105 Miller-Phoenix was required to show that the Board fired him solely because he filed a workers’ compensation claim.

Miller-Phoenix bore the burden of production. Specifically, to defeat a motion for judgment, the plaintiff must “present evidence that could persuade the jury of the elements of [a] tort *by a preponderance of the evidence.*” *Est. of Blair by Blair v. Austin*, 469 Md. 1, 21 (2020) (emphasis in original). The “slight” evidence must be “legally sufficient as tending to prove” the tort at issue. *See Barrett v. Nwaba*, 165 Md. App. 281, 296 (2005)

(“That the evidence be ‘legally sufficient’ means ‘that a party who has the burden of proving another party guilty of [a tort], cannot sustain this burden by offering a mere scintilla of evidence, or conjecture that such other party has been guilty [of a tort], but such evidence must be of legal probative force and evidential value.” (quoting *Myers v. Bright*, 327 Md. 395, 399 (1992))).

Significantly, with wrongful termination actions we have recognized that plaintiffs will likely have to present circumstantial—rather than direct—evidence of their employer’s motive for discharge. *See e.g., Bleich v. Florence Crittenton Servs. of Baltimore, Inc.*, 98 Md. App. 123, 143 (1993) (“Rarely, in a wrongful termination case, is the plaintiff privileged to have such direct evidence to support his claim. Prima facie cases are usually established by circumstantial evidence.”)

Although Miller-Phoenix might have presented his claims in a more straightforward fashion, the timeline of events that he presented at trial raised suspicions about why the Board acted as it did. Our review of the trial evidence, taken in the light most favorable to Miller-Phoenix, as we must, shows that a reasonable juror could have found that the Board tried to frustrate him from filing a workers’ compensation claim, and after he filed the claim, the Board decided to not renew his teaching contract. We are not commenting on whether Miller-Phoenix should prevail in his claim under L&E § 9-1105, but only determining whether when we view the evidence in the light most favorable to him as the non-moving party, he produced the “slight evidence” required to survive the Board’s motion for judgment. As we see it, that evidence is as follows:

First, on October 12, Evelyn Jefferson, who Donald Terry told Miller-Phoenix to contact about filing a workers' compensation claim, according to Miller-Phoenix, stopped all communication with him after he mentioned that he was considering hiring an attorney to press his claim. Two days later, October 14, Miller-Phoenix received Zakia McAllister's notification that his advanced teaching certification had lapsed, even though, Miller-Phoenix asserted he followed the necessary steps to become recertified approximately 160 days earlier, in June when the certification requirements were due. He claims the website to which he downloaded his recertification packet told him that if there were any deficiencies, he would be informed within sixty days. The undisputed evidence was that the Board did not tell him he was deficient in his recertification until he was contemplating obtaining workers' compensation benefits. Only then did the Board's representative tell him he had not properly completed the steps for recertification.

Second, Miller-Phoenix presented evidence through the testimony of Board personnel like McAllister and Jones that the Board knew his teaching credentials lapsed months earlier, in August. All parties agreed that the Board met to discuss uncredentialed teachers during the summer months. But taking the evidence in the light most favorable to Miller-Phoenix, the Board waited until October to tell him that his teaching credentials had expired. More significantly, the notification happened only about forty-eight hours after he inquired about hiring an attorney to help him with a workers' compensation claim. And, because his credentials had lapsed, it was undisputed that Miller-Phoenix was now without a teaching contract and had lost years of tenure.

Third, on October 19, although Jones, the Director of Labor Relations, was likely within his authority to tell the principal at Northwestern High School, Saeed Hill, not to sign the incident report Miller-Phoenix needed to file a workers compensation claim, Jones told Hill not to respond to Miller-Phoenix at all. Further, Jones also instructed Fried, the principal at Waverly, not to sign the same form.

Additionally, on direct examination, Jones did not dispute that in his email to Hill, he asked Hill to document any disciplinary issues (“performance concerns”) he had with Miller-Phoenix. Miller-Phoenix’s argument is that Jones asking Hill to document any disciplinary issues with Miller-Phoenix further shows Jones’ intent to hamper his efforts to file for benefits, because discipline issues had nothing to do with documenting when he was injured while at work. Miller-Phoenix’s contention was that Jones’ request showed that the Board was determined to gather evidence to get rid of him. Finally, it is undisputed that neither of the principals ever signed the incident form. Due to the Board’s failure to return the incident report form, Miller-Phoenix hired an attorney and filed the workers’ compensation claim without the Board’s assistance. A reasonable juror could conclude that all these actions were meant to frustrate Miller-Phoenix’s workers’ compensation claim.

Fourth, within a week of these events, on October 21, Fried informed him, via letter, that his teaching position at Waverly was eliminated, putting Miller-Phoenix in “surplus” status. Fried’s letter stated Miller-Phoenix would remain an employee and be reassigned to a vacant position at a different school, but that did not happen. According to Miller-Phoenix, he was not reassigned because Fried’s letter reached him within a day or so of a

job fair for surplussed employees and he could not attend. Miller-Phoenix was not reassigned, despite requesting a reassignment. The Board then stopped paying him after his FMLA leave expired. Further, Jones did not deny that multiple vacancies existed within the school system which Miller-Phoenix could have filled.

Lastly, in Miller-Phoenix’s telling, the culmination of these events was that even after he received over a dozen years of exemplary performance evaluations, the Board declined to renew his teaching contract. His theory is that the Board frustrated his efforts to file for benefits, going so far as to strip him of his teaching credentials and tenure, declaring him surplus, and ultimately terminating his employment after he succeeded in filing for workers’ compensation benefits. At trial, Miller-Phoenix introduced evidence showing the Board’s employees, Jones, Fried, and McIntyre-Miller, gave contradictory reasons for Miller-Phoenix’s termination. Specifically, Fried (Waverly’s principal) and McIntyre-Miller (Human Capital Specialist) denied being involved in the termination process and claimed they did not know Miller-Phoenix had been let go. But, Jones, the Director of Labor Relations, stated in his deposition, which was introduced into evidence at trial, that Fried and McIntyre-Miller either initiated or sanctioned the termination. The thrust of these contradictions, according to Miller-Phoenix, is that the Board cannot coherently say why his contract was not renewed, fueling his suspicion that the “real” reason was because he sought workers’ compensation benefits. Viewed in the light most favorable to Miller-Phoenix, a reasonable trier of fact could have found that the Board’s

reasons for his termination were not credible, and that the *sole* reason for his termination was because he successfully filed the workers’ compensation claim.

Again, we offer no opinion about the strength of Miller-Phoenix’s case. We merely conclude that he has produced the “slight evidence” needed so that a jury may evaluate his claim. Therefore, our determination is that the court erred in granting the Board judgment here. Viewed in the light most favorable to Miller-Phoenix, the evidence rises above mere conjecture or speculation and could form the basis of a wrongful termination claim.

**THE JUDGMENT OF THE CIRCUIT
COURT FOR BALTIMORE CITY IS
REVERSED AND CASE REMANDED.
APPELLEE TO PAY THE COSTS.**