
PUBLIC EMPLOYMENT - ALASKA

McAnally v. Thompson

Supreme Court of Alaska - June 23, 2017 - P.3d - 2017 WL 2709741

Former city police captain brought wrongful termination employment action against city, mayor, and deputy mayor, alleging a breach of the implied covenant of good faith and fair dealing and retaliatory discharge based on his investigations of mayor.

After dismissing captain's Alaska Whistleblower Act claim that he attempted to add in his trial brief without moving to amend his complaint, the Superior Court entered verdict in favor of defendants and awarded attorney fees and costs to city pursuant to city's prior offer of judgment. Captain appealed.

The Supreme Court of Alaska held that:

- Trial court acted within its discretion in dismissing captain's claim under Alaska Whistleblower Act;
- An employer does not violate the implied covenant of good faith and fair dealing by terminating an at-will employee for a personality conflict with another employee; and
- Rule governing offers of judgment applied to allow trial court's award of attorney fees to city pursuant to offer of judgment city made to captain.

Trial court acted within its discretion in dismissing former city police captain's claim under Alaska Whistleblower Act, which captain attempted to add in his trial brief to wrongful termination suit brought against city, mayor, and deputy mayor three weeks before trial without moving to amend his complaint. Captain was not entitled to pursue claim without pleading it, fact that defendants were aware of facts on which claim was based did not mean that defendants would not be prejudiced by claim, justice did not require granting captain leave to amend his complaint to include claim, and court did not bar captain from presenting a whistleblower theory or whistleblower-related evidence in support of his other claims.

Rule governing offers of judgment applied to allow trial court's award of attorney fees to city, which, along with mayor and deputy mayor, was sued for wrongful termination by former city police captain, pursuant to offer of judgment city made to captain. City's offer came more than 60 days after its initial disclosures and more than 90 days before trial began when it could accurately assess the damages, offer was a reasonable calculation of captain's lost wages given that the city closed the entire police department only three weeks after terminating captain, captain failed to mitigate his damages by accepting comparable employment following his termination, and attorney fees that city incurred over three years of litigation and a three-week trial were reasonable.

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