

SUPREME COURT OF MISSISSIPPI

University of Southern Mississippi v. Davida Dawn Williams

University of Southern Mississippi v. Williams · No. No. 2003-CA-00190-SCT · Decided July 30, 2002

SUMMARY

The Supreme Court of Mississippi reviewed a jury verdict awarding Davida Dawn Williams \$800,000 against the University of Southern Mississippi and university professors arising from alleged misconduct affecting her doctoral studies. The court held that the defendants were entitled to judgment notwithstanding the verdict on Williams’s 42 U.S.C. § 1983 and Mississippi Tort Claims Act claims, but that her breach-of-contract claim could proceed. It reversed the judgment and remanded for a new trial limited to damages on the contract claim.

CASE DETAILS

COURT	Supreme Court of Mississippi
WRITING FOR THE COURT	Cobb, Presiding Justice, for the Court; Cobb, Presiding Justice; Waller, Presiding Justice; Carlson, Justice; Dickinson, Justice; Smith, Chief Justice; Easley, Justice
JURISDICTION	Mississippi
DECIDED	July 30, 2002
DOCKET	No. 2003-CA-00190-SCT
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Defendants appealed after a jury returned an \$800,000 general verdict for Williams on claims including breach of contract, 42 U.S.C. § 1983, and tort-related theories. The appeal challenged the denial of motions for directed verdict, JNOV, remittitur, and a new trial.
STANDARD OF REVIEW	The denial of a JNOV motion is reviewed de novo. A JNOV should be granted or denied according to whether the particular theory of liability is legally sufficient to support the verdict.
PRECEDENTIAL VALUE	Published Mississippi Supreme Court opinion; precedential
PARTIES	University of Southern Mississippi, Dr. David Huffman, Dr. Glenn Harper, Dr. Rex Stamper v. Davida Dawn Williams

TOPICS

breach of contract

implied covenant of good faith

section 1983

motions to dismiss

damages

PRACTICE AREAS

contracts

civil rights

civil procedure

remedies

torts

QUESTIONS PRESENTED

1. Whether the defendants were entitled to JNOV on Williams's 42 U.S.C. § 1983 claim because only the university and professors in their official capacities remained as defendants.
2. Whether the defendants were entitled to JNOV on Williams's breach of contract claim.
3. Whether the Mississippi Tort Claims Act provided the exclusive remedy for the tort-related harms and barred recovery because Williams did not comply with the Act's notice requirements.
4. Whether the jury's \$800,000 damages award was too speculative and required reversal and a new trial.

HOLDINGS

1. JNOV should have been granted on Williams's § 1983 claim because the only remaining defendants were the State university and professors sued in their official capacities, none of whom qualified as a person subject to suit under § 1983.
2. The student-university relationship is contractual in nature, and sufficient evidence supported a jury finding that USM breached its contractual duty of good faith and fair dealing; therefore, denial of JNOV on the contract claim was affirmed.
3. A plaintiff may recover mental-anguish and emotional-distress damages in a breach-of-contract action without proof of physical manifestation or, in every case, expert testimony, but must prove that the distress was foreseeable and that the plaintiff actually suffered specific mental anguish during a specific time period.
4. JNOV should have been granted on the Mississippi Tort Claims Act claim because Williams did not file the required notice of claim, the limitations period had expired, and any recovery under the Act was barred.
5. The damages award was too speculative and unsupported by sufficient evidence, requiring reversal and a new trial limited to damages arising from USM's breach of contract.

KEY QUOTATIONS

“While this Court respects the academic process and the necessarily deferential standard by which we review academic decisions, such deference should not be construed as a license for administrators to act arbitrarily and capriciously when making decisions that affect a student’s academic standing, nor to act in bad faith or deal unfairly with a student.” (12-13)

“A plaintiff must show (1) that mental anguish was a foreseeable consequence of the particular breach of contract, and (2) that he or she actually suffered mental anguish. Such generalizations as “it made me feel bad,” or “it upset me” are not sufficient. A plaintiff must show specific suffering during a specific time frame.” (18-20)

“We again emphasize that the decision to totally ignore pursuit of a Mississippi Tort Claims Act suit and to opt instead to pursue a contractual or other claim of recovery for damages, is appropriate only in rare circumstances.” (24)

“We hold that there was a valid contract between USM and Williams and that USM breached the contract and is, therefore, liable for damages arising from that breach.” (25)

FACTUAL BACKGROUND

Williams enrolled in the University of Southern Mississippi's doctoral English program, completed the required coursework and examinations, and obtained approval of a dissertation prospectus. She alleged that her dissertation chair, Dr. Rex Stamper, engaged in sexual harassment and assault and that university officials failed to respond adequately to her complaints or provide effective dissertation guidance. After years of delay and unsuccessful efforts to obtain assistance, the university informed her that her dissertation was not viable and that she would need to begin a new project. A jury awarded her \$800,000 in actual damages.

PROCEDURAL HISTORY

Williams filed suit in the Forrest County Circuit Court in 1996. After a six-day jury trial in July 2002, the jury returned an 11-1 general verdict awarding \$800,000 in actual damages, and the circuit court entered judgment. The circuit court denied defendants' motions for remittitur, JNOV, and a new trial. The Mississippi Supreme Court held that JNOV should have been granted on the § 1983 and Mississippi Tort Claims Act claims, affirmed denial of JNOV on the contract claim, reversed the damages judgment, and remanded for a new trial limited to damages arising from the alleged breach of contract.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Conduct a new trial limited solely to the amount of damages arising from USM's breach of contract. The jury must distinguish mental anguish and emotional distress caused by the breach of contract, including the denied opportunity to receive the doctorate, from distress caused by Stamper's independent tortious conduct.

CASES CITED

- Northern Electric Co. v. Phillips, 660 So. 2d 1278, 1281 (Miss. 1995)
- Wilson v. Garcia, 471 U.S. 261, 278 (1985)
- Will v. Michigan Department of State Police, 491 U.S. 58, 64, 66 (1989)
- University of Mississippi Medical Center v. Hughes, 765 So. 2d 528, 531, 534-35 (Miss. 2000)
- Olsson v. Board of Higher Education, 402 N.E.2d 1150, 1153 (N.Y. 1980)
- Morris v. Macione, 546 So. 2d 969, 971 (Miss. 1989)
- Cenac v. Murry, 609 So. 2d 1257, 1272 (Miss. 1992)
- Bailey v. Bailey, 724 So. 2d 335, 338 (Miss. 1998)

- Life & Casualty Insurance Co. v. Bristow, 529 So. 2d 620, 624 (Miss. 1988)
- Southwest Mississippi Regional Medical Center v. Lawrence, 684 So. 2d 1257, 1269 (Miss. 1996)
- Adams v. U.S. Homecrafters, Inc., 744 So. 2d 736, 743 (Miss. 1999)
- Gamble v. Dollar General Corp., 852 So. 2d 5, 11 (Miss. 2003)
- Morrison v. Means, 680 So. 2d 803, 806-07 (Miss. 1996)
- Whitten v. Cox, 799 So. 2d 1, 10-11 (Miss. 2000)
- Frierson v. Delta Outdoor, Inc., 794 So. 2d 220, 225 (Miss. 2001)
- Wall v. Swilley, 562 So. 2d 1252, 1256 (Miss. 1990)
- Rush v. Scott Specialty Gases, Inc., 113 F.3d 476, 480, 483, 485 (3d Cir. 1997)

Retrieved from lawtools.ai · <https://lawtools.ai/cases/state/mississippi-supreme-court-of-mississippi/2002/university-of-southern-mississippi-v-davida-dawn-williams-5hgi4usa>