EMPLOYMENT AND SERVICE CONTRACTS

I. Action by employee

1. (a) If an employee is wrongfully discharged in violation of a contract, what are the general damages? the special damages? § 19-1

(b) If the University of Kentucky fires the football coach (after one year of a five year contract), what are his damages? See pages 630-636.

(c) Can damages be set in a different fashion? See pages 436.

(d) Can the coach keep his job?

2. If McDonald's fires a cook (who was hired a month ago and is paid the minimum wage) because she notified the city health department of violations, does she have a cause of action? What is her remedy? Suppose she is fired after she dyes her hair purple? § 19-2

3. Plaintiff is hired for the month of December to be Santa Claus at the Mall for a salary of $1000. Plaintiff is fired after two weeks.

(a) What is his recovery in damages?

(b) Suppose he sues in restitution?

4. Same as (3), but this time the plaintiff quits after two weeks. Any recovery for a

breaching employee? See #3, p. 810.

II. Action by employer

5. Suppose Urban Meyer leaves Florida, (after one year of a seven year contract) to coach a professional football team. What general damages may the University of Florida claim? what special damages? § 17-4

6. Suppose the University of Florida seeks an injunction against Urban Meyer to enjoin him from coaching a professional team for the next six years? See pages 116-122.

7. Does the University of Florida have any other remedies against Meyer or anyone else? § 33-15

8. Assume the contract said that upon leaving the Gators, Meyer could not coach at any other SEC school for 1 year. Meyer is on the verge of signing as head coach of the LSU Tigers. § 20-3.

9. Suppose the contract said that upon leaving the Gators, Meyer could not use or disclose any play books, scouting reports or other confidential information. See ACA § 4-75-601 et seq. § 33-16.

10. If you were the University attorney, what other provisions would you insert in the employment contract?
See #1, page 440. § 8-1.

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