

Civil Procedure

Eric M. Fink

efink@elon.edu

336.279.9334

Office Hours [by appointment](#)

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Room 206

Mondays, Wednesdays, & Fridays, 1:30 – 3:15 pm

Pleadings

Peggy (a citizen of the State of Hudson) was employed by at Sterling Cooper, LLC (a citizen of the State of Hudson). She had a written employment contract running for a term of three years. The contract states that Sterling Cooper could not terminate Peggy's employment during the contract term except for good cause. There is no definition of good cause in the contract.

Before the contract term ended, Peggy was fired. Her boss, Don (a citizen of Hudson) told her the reason for her firing was poor performance, but Peggy believes the real reason was her refusal to have an affair with Don, who made repeated and unwelcome advances.

Peggy sues Sterling Cooper in Hudson state court, asserting a claim for breach of contract (see Complaint). Sterling Cooper moves to dismiss for failure to state a claim under Rule 12(b)(6) of the Hudson Rules of Civil Procedure.¹ Sterling Cooper asserts two grounds for dismissal:

- The allegations in the complaint are insufficient to state a claim for breach of contract; and
- Even if the complaint states a claim for breach of contract, the Hudson Supreme Court (the state's highest court) has held that damages for emotional distress, punitive damages, and attorneys' fees are not available in a breach of contract action under any circumstances.

How should the court rule?

¹The Hudson Rules of Civil Procedure are identical in all relevant respect to the FRCP, and the Hudson state courts follow the U.S. Supreme Court's interpretation of Rules 8(a) and 12(b)(6) in *Twombly* and *Iqbal*.