

The Mississippi Jury Verdict Reporter

The Most Current and Complete Summary of Mississippi Jury Verdicts

February 2024

Statewide Jury Verdict Coverage

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Civil Jury Verdicts

Timely coverage of civil jury verdicts in Mississippi including court, division, presiding judge, parties, case number, attorneys and results. Notable results from the southern region, including Memphis and New Orleans, are also covered.

Employment Retaliation - A maintenance man at for the local school district alleged he was fired for making an EEOC complaint – the school explained instead that it was because he was seen doing private lawn work during the work day

McMillian v. Aberdeen School District, 1:22-117

Plaintiff: Jim D. Waide, III and Rachel Pierce Waide, *Waide & Associates*, Tupelo

Defense: Laura F. Rose and Mary Clark Joyner, *Adams & Reese*, Ridgeland

Verdict: \$23,470 for plaintiff

Court: **Aberdeen**

Judge: Sharion Aycock

Date: 1-24-24

Barry McMillian worked in maintenance for the Aberdeen School District. He's black. McMillian's supervisor was Willie Brandon (also black) who was the school district's Chief Operations Officer. Brandon oversaw maintenance.

The proof indicated that McMillian did not get along with Brandon. Things came to a head in March of 2021. McMillian was upset Brandon singled out him to, (1) change his work schedule, and (2) require him to wash buses. This was apparently a disfavored maintenance job.

McMillian filed an EEOC complaint that alleged Brandon was motivated by race. Thereafter McMillian met with the school district's superintendent and it was agreed that McMillian would report to the superintendent rather than

Brandon.

Moving forward to that August, McMillian had already worked 43 hours in a certain week and had moved to overtime. He cited the informal process that when a worker was over 40 hours, they could take an extended lunch.

McMillian did just that and spent the extended lunch mowing a private lawn. As McMillian was doing this, he was observed by the superintendent. The superintendent was concerned McMillian wasn't at work. The school district made a decision to fire McMillian. The reason was simple enough – there was no informal policy and McMillian had abandoned his job.

Thereafter McMillian filed a new EEOC complaint regarding the firing and alleged he was let go in retaliation for his earlier EEOC activity. The EEOC issued a right-to-sue letter on the second complaint and McMillian sued. His theory was that the firing was solely related to retaliation and the "job abandonment" theory was a pretext. If McMillian prevailed at trial he sought lost wages (he was off work seven weeks before being hired as a meter reader by the City of Aberdeen) as well as compensatory damages for his emotional distress.

The school district denied there was any pretext and cited as above that he was let go for having left work in the middle of the day. The defense also thought the original race-based EEOC complaint (which purportedly generated the retaliation) didn't make

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Dr. David Schwartz, Pathology, Atlanta, GA and Dr. Steven Stogner, Critical Care, Hattiesburg, explained that the stroke was atherosclerotic in its origin. Moreover there was no evidence of an embolus and thus from the defense perspective, the stroke was unrelated to the surgery.

This case took five days to try before a Vicksburg jury. It returned a verdict for Porter on liability according to the final judgment. The court's jury instructions and the actual jury verdict are not a part of the court record.

Case Documents:

[Complaint](#)

[Plaintiff Expert Disclosure \(Dr. Kiss\)](#)

[Defense Expert Disclosure](#)

[Final Judgment](#)

Breach of Contract - The former owner of a printing firm alleged the buyer of his company breached the deal by failing to fully pay the contract price – the buyer replied that he had fully paid the owner who had misapplied some of the payments as “rent” when they actually went towards the contract

Dement Printing v. Bancroft, 23-11

Plaintiff: Grace W. Mitts,

Witherspoon & Compton, Meridian

Defense: William C. Hammack,

Glover Young Hammack Walton &

Simmons, Meridian

Verdict: Defense verdict on liability

Court: **Lauderdale**

Judge: Jeff Weill, Sr., (Special)

Date: 2-6-23

Dement Printing (owned by John Dement) was for sale in August of 2016. It is a historic printing firm in Meridian that dates to 1875 and Dement, then age 72, who had worked there since graduating from Ole Miss, was looking to retire. The old printing building had once employed as many as 70 workers. There were just eight in 2016.

Dement sold his company to Scott Bancroft after several months of negotiations. The deal was for \$180,000 to be paid over several years. There was also an alleged “side deal” that was unwritten. Bancroft would pay \$1,500 a month to Dement for rent on a month-to-month basis.

Several years later and after Bancroft had paid significant sums to Dement, the parties had a disagreement. Dement believed that \$82,500 was still owed on the deal. Bancroft countered that Dement was fully paid.

What was the problem with the math. Dement believed the \$1,500 rent payments were separate from the original contract. In fact Bancroft had