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IN THE CIRCUIT COURT OF THE NINTH
JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA

JOE JERNIGAN

Plaintiff,

CASE NO.

vs.

SCHOLASTIC, INC.,

Defendant.

COMPLAINT

Plaintiff, JOE JERNIGAN (“Plaintiff”), sues Defendant, SCHOLASTIC, INC. (“Defendant”), and alleges:

INTRODUCTION

1. This action involves Plaintiff’s work as an Account Executive for Defendant and his entitlement to certain commissions for negotiating and overseeing a multi-million dollar sale. After the sale was completed, in an effort to increase its own profits, Defendant refused to pay Plaintiff the full commission he was owed. This action is brought to enforce the terms of Plaintiff’s contract and recover the damages caused by Defendant’s breach.

JURISDICTION, PARTIES, & VENUE

2. This is an action for damages in excess of \$15,000.00, exclusive of costs, interest, and attorneys’ fees.
3. Plaintiff is an adult individual who resides in Florida.
4. Defendant is a New York corporation with its principal place of business in New York City, New York.

5. This Court has jurisdiction over Defendant because, among other things:
 - a. Defendant operates, conducts, engages in, or carries on a business or business venture in this state and has an office or agency in this state;
 - b. Defendant caused injury to persons within this state arising out of an act or omission by the Defendant who was engaged in solicitation or service activities within this state at the time of injury;
 - c. Defendant breached a contract in this state by failing to perform acts required by the contract to be performed in Florida; and
 - d. Defendant is engaged in substantial and not isolated activity within Florida, including selling and distributing products to schools and businesses in Florida, maintaining offices in Florida, sending numerous written, electronic, and telephonic communications into Florida, broadcasting video and audio programs into Florida, advertising or actively promoting its business in Florida, and operating a commercial website accessible to Florida residents.

6. Venue is proper in Orange County, Florida because this action is against a nonresident and the Court has jurisdiction over the Defendant. Venue is also proper in Orange County, Florida because the Defendant conducts business in Orange County.

FACTUAL BACKGROUND & GENERAL ALLEGATIONS

7. Defendant is the world's largest publisher and distributor of children's books.

8. On June 1, 2012, Plaintiff entered into a 2012/2013 Account Executive Compensation Plan with Defendant to work as an Account Executive (the "Contract"). A true and correct copy of the Contract is attached to this Complaint as Exhibit "A."

9. The Contract governed Plaintiff's compensation from June 1, 2012 to May 31, 2013.

10. Under the Contract, Defendant was obligated to pay Plaintiff a commission on the invoiced price for print products credited to Plaintiff in his sales territory and shipped in the 2012/2013 sales year ("Net Sales").

11. Beginning in late 2012, Plaintiff was part of negotiating a multi-million dollar book sale with the School District of Palm Beach County (the "Palm Beach Sale").

12. The Net Sales credited to Plaintiff from the Palm Beach Sale was \$8,713,027.20.

13. The Palm Beach Sale was in Plaintiff's territory.

14. The final proposal for the Palm Beach Sale was submitted in March 2013, and the deal closed shortly thereafter.

15. On April 25, 2013, after the Palm Beach Sale had been completed, Defendant informed Plaintiff that it was not going to pay Plaintiff his full commission, but was unilaterally reducing the commission.

16. The Contract does not allow Defendant to retroactively reduce Plaintiff's commission after the submission of proposal, let alone after a sale has been consummated.

17. At all times, Plaintiff fully performed his obligations under the Contract.

18. Defendant breached the Contract by not paying Plaintiff's full commission on the Palm Beach Sale.

19. All general and statutory conditions precedent to bringing this action have been performed, have occurred, have been waived, or have otherwise been excused by the Defendant's actions.

20. Due to Defendant's actions, Plaintiff had to retain counsel and is obligated to pay reasonable attorneys' fees for their services. Plaintiff is entitled to recover attorneys' fees and costs as may be appropriate under Florida law.

COUNT I – BREACH OF CONTRACT

21. This is a cause of action by Plaintiff against Defendant for breach of contract.

22. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 20 above.

23. Plaintiff and Defendant entered into a Contract.

24. Defendant breached the Contract in material respects by, among other things, failing to pay Plaintiff his full commission on the Palm Beach Sale.

25. As a direct and proximate cause of Defendant's breach of the Contract, Plaintiff suffered significant damages.

WHEREFORE, Plaintiff, JOE JERNIGAN, demands judgment against Defendant, SCHOLASTIC, INC., for damages, prejudgment interest, costs, attorneys' fees, and any further relief that the Court deems just and proper.

DEMAND FOR JURY TRIAL

26. Plaintiff demands a trial by jury of all claims so triable.

Dated October 31, 2017.

MORGAN & MORGAN, P.A.
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