**Case Study # 1**

About this assignment: Your law firm represents Acme Computers, Inc. in defending a lawsuit from Mr. James Jackson. You are asked by your supervising attorney to review the file and draft an Appellate Brief. The result the goal of this Appellate Brief is to have the court deny Mr. Jackson’s Motion for Leave to Amend the Complaint and to grant Acme’s motion for judgment on the pleadings based on the information below.

**JAMES JACKSON v. ACME COMPUTERS, INC.**

**Facts**:

During Mr. Jackson’s employment at Acme, from 1984 until 1994, the company had in place a Suggestion Plan. Acme distributed brochures to employees setting forth the terms of the Plan, and Mr. Jackson received a copy. The Plan is replete with statements that the decision whether to compensate an employee for a suggestion rests solely with Acme. Section 1.0 states: Each suggestion submitted to Acme is with the understanding that it will be within the complete discretion of the company to publish, use, or refuse it. If the suggestion is published or used, the decisions of the company shall be final, binding, and conclusive as to the amount of a cash award, if any, and the person or persons entitled to the award, and all other matters concerning the suggestion and its publication and use. Section 1.1 states that “[a]ll decisions of Acme concerning employee eligibility shall be final, binding and conclusive and in its sole discretion.” The Plan further states in Section 1.3: “If all eligible conditions are met and your suggestion is adopted for implementation it can earn you a cash award from $50 to $150,000. One subparagraph later, the Plan again states that “[t]he decision of company shall be in its sole discretion and final, binding, and conclusive in all matters pertaining to awards calculations, including but not limited to the amount and calculations of the award and the time of payment.” The Plan further makes clear in Section 1.12, “No action which Acme takes, including implementation of an identical or similar solution, shall be deemed to constitute to constitute an agreement to pay for a suggestion. Finally, the concluding passage of the Plan explicitly disclaims once more any promise that Acme will pay employees for suggestions: “Any decision of the concerning the terms or administration of the Plan, including the eligibility of suggestions and suggesters, and the amount of any awards made shall be final, binding and conclusive, and is within its sole discretion.” The Plan also provides in Section 1.2: By submitting a suggestion for review and possible award, the suggester waives any right to compensation for use of the suggestion except under the terms of the Acme Suggestion Plan. The suggester grants to Acme, from the date the suggestion is received by the Suggestion Department, an irrevocable, nonexclusive, unrestricted and royalty free license and right to sublicense, throughout the world, to make, have made, use, have used, lease or sell the subject matter of –the suggestion. Pleadings History: On July 22, 1996, appellant James Jackson, a former employee of Acme Computers, Inc. (“Acme”), filed a Complaint in Maryland state court relying on Acme’s Suggestion Plan and alleging that by not paying him for suggestions he made to the company, Acme was in breach of contract and had engaged in negligent misrepresentation. After removing the case to federal court, Acme moved on October 23 for judgment on the pleadings. Shortly thereafter, Mr. Jackson moved to amend the complaint to add claims of unjust enrichment and quantum meruit1 . Acme opposed Mr. Jackson’s motion. On July 16, 1997, the district court issued a seven-page memorandum opinion and an order granting Acme’s motion for judgment on the pleadings and denying Mr. Jackson’s motion to amend his complaint. The court “construed [the facts] in the light most favorable to the Plaintiff --- [and found] beyond a doubt that the Plaintiff could prove no set of facts which would entitle him to relief. 1 As much as he deserved. Historically, it was a common count in the action of assumpsit, allowing recovery “for services performed for another on the basis of a contract implied in law or an implied promise to pay the performer for what the services were reasonably worth.”

The district court’s decision rests on the “crystal clear, unequivocal, and unambiguous” language of Acme’s Suggestion Plan. The court below held that Mr. Jackson could have no claim for breach of contract because “[t]here can be no other reading of the Plan but that Acme explicitly retained the right to use any suggestion… without paying anything at all for it and that Acme would be the sole and final arbiter of whether it would pay for suggestion.” The district court also held that this “explicit disclaimer” language defeated Mr. Jackson’s claim of unjust enrichment, quantum meruit, and negligent misrepresentation. As for unjust enrichment, the court held that “[i]t is impossible to show” that it was unjust for Acme to retain any benefit from using Mr. Jackson’s suggestion “given Acme’s clear statement to its employees.” Similarly, the court ruled that the plain disclaimer language in Acme’s Suggestion Plan prevented Mr. Jackson from showing that “he had a reasonable expectation of being paid for every suggestion of his which Acme adopted. Thus, the court decided that Mr. Jackson failed to state a claim under the theory of quantum meruit and that “the claim for negligent misrepresentation is fatuous.” Cases to be Briefed for

 **Appellate Brief:**

1. Bruce v. Riddle, 631 F.2d 272, 273-74 (74th Cir. 1980) a. This case relates to the Motion for Judgment on the Pleadings

2. Bishop v. Federal Intermediate Credit Bank, 908 F.2d 658, 669 (10th Cir. 1990) a. This case relates to the Motion for Judgment on the Pleadings

3. Calkins v. Boeing Co., 506 P.2d 329, 330 (Wash. Ct. App– 1973) a. This case relates to Mr. Jackson having no contract claim.