Jean Monroe

March 8, 2020

JAMES JACKSON v. ACME COMPUTERS, INC

**Appellate brief**

**Summary of facts**

Mr. Jackson (the appellant) was an employee of Acme Computers. During his employment, the company unveiled a suggestion program where employees would be rewarded for making suggestions that benefit the company. All employees were given brochures outlining the procedures to be followed when seeking compensation. The plan was detailed, with several provisions stressing the company’s discretion in whether to pay or not and the amount to be paid, if any. Mr. Jackson sued the company for failing to pay for his suggestions, which he claimed the company had used without compensating him. The company defended this claim, terming it baseless since the employee was fully aware of the terms of the plan, which gave the company exclusive discretion on determining whether compensation is paid or not. In the previous court, the appellant had alleged negligent misrepresentation and a breach of contract. These claims failed to materialize, and the appellant has moved to this court to amend his claims and include quantum meruit and unjust enrichment. Based on the pleadings that had been produced at the lower court, Acme Computers Inc. is seeking a dismissal of the claim. Acme Computers Inc. is opposing the appellant’s intention to add the stated claims

**Defendant’s prayers**

In response to the appellant’s motion, the defendant is seeking the following remedies:

1. Appellants motion for leave to amend the complaint be denied
2. Defendant’s motion for summary judgment on the pleadings be granted

**Grounds for prayers**

The defendant’s prayers are based on two broad areas. First, the plain reading of the document on which the case is based reveals that the company had no obligation to use employees’ suggestions, and if the suggestions were used, the company had no obligation to pay for such use. Secondly, the defendant’s position is supported by precedents.

1. The first and most significant ground for the dismissal of the appellant’s motion is the suggestion plan that the appellant is relying on. The appellant was fully aware of the provision that gave the company the exclusive right to decide whether or not to compensate or not. The plain reading of section 1.0 of the plan indicates that whenever an employee gives their suggestion, the company had the discretion to refuse it, use it or publish it for its own benefit without further direction or claim from the employee who brought in the suggestion. In case the company decided to use a suggestion, it still had the final word on the amount to compensate
2. Secondly, compensation was not a right. There is no absolute right to be compensated in the plan unless there was a separate and specific contract between the appellant and the defendant. There was no contact between the appellant and the company. The terms of the plan are not binding upon the company to take and implement suggestions. As per section 1.2 of the plan, the company had no obligation to pay employees even when their ideas had been implemented.
3. Thirdly, the appellant had already waived his right for compensation, except under the plan. This is clarified in sections 1.2, which states that employees waive their right to compensation in any other way except under the plan. This section alone defeats the claimant’s intention to add more claims, by the fact that he had waived his right to seek compensation through legal channels.
4. Precedents addressing this area of law support the defendant’s position. In the case of *Calkins v. Boeing Co*, the court held that suggestions given by employees based on contracts or written contracts are not to be compensated and companies can decline to pay. This case has facts that are similar to the present one. The claimant had sued Boeing seeking damages for using three programs he designed while working for the defendant. The defendant had a written contract outlining circumstances when employees would be paid. The defendant declined to pay on the grounds that the suggestion was not original. This decision supports the company’s position in seeking to dismiss the appellant’s additional claims. There was absolutely no contract between the appellant and the defendant.
5. The prayer for summary judgment on the pleadings is also supported by precedents. In *Bruce v. Riddle*, the court addressed the issue of rule 12(c) on dismissal, stating that a claim can be dismissed and judgment granted to the defendant if the appellant fails to sufficiently support his claim with a set of facts. In this case, the defendant has failed to prove any case, and therefore, the court can grant the judgment. In the case of *Bishop v. Federal Intermediate Credit Bank*, the court stated that the moving party is by law entitled to summary judgment if the other party has failed to prove the existence of a genuine issue of material fact.

**Conclusion**

The defendant's motion is supported by the plain reading of the suggestion plan, the law, and precedents. Since the appellant has not established any genuine issue, the defendant is seeking a rejection of the appellant motion to amend, and a summary judgment based on the pleadings.

References

*Bruce v. Riddle*, 631 F.2d 272, 273-74 (74th Cir. 1980)

*Bishop v. Federal Intermediate Credit Bank*, 908 F.2d 658, 669 (10th Cir. 1990

*Calkins v. Boeing Co*., 506 P.2d 329, 330 (Wash. Ct. App – 1973)