Jean Monroe

Professor Lane

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Analysis of James vs. Acme Computers, Inc. and Calkins v. Boeing Company

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| Analysis Table |
| **James Jackson vs. Acme****Calkins v. Boeing****Conclusion** | In James Jackson vs. Acme Computers Inc., ACE Computers, Inc made employees aware of a Suggestion Plan setting forth the terms of the Plan in which Jackson received a copy. The Plan highlighted the procedure followed by the company to compensate workers for suggestions and terms of the agreement. Jackson, a former employee of ACME brought suit the company relying on Acme’s Suggestion Plan and claiming that the firm failed to pay him for suggestions he made to the company, hence Acme breached the agreement and had engaged in negligent misrepresentation. Jack amended the complaint to add allegations of unfair enrichment and quantum meruit. The Court dismissed Jackson’s claims in favor of the defendant because he could not prove no set of material facts which would grant him relief. The Court determined that Jackson could not claim compensation because no breach of contract based on Acme’s Suggestion Plan was violated. The court held that the firm retained the right to use any suggestion without paying Jackson anything at all given Acme’s clear statement to its staff. In Calkins v. Boeing, plaintiff Calkins sued Boeing Company seeking damages for using three programs designed by the complainant while working for the defendant. Defendant employed plaintiff as a planner for IBM procedures. He understood the company’s policy regarding soliciting suggestions from employees and remained aware of compensation terms when workers made useful suggestions to the company. Nevertheless, the defendant refused to compensate the employee on the grounds that he did not offer original suggestions and were developed while working as an employee of the firm. That is despite the employer implementing the plaintiff’s idea in the production process. | **Comprehensive Analysis** In both cases, the similar issue raised herein is the contract claim. The issue in whether it is unlawful for the plaintiff to use suggestions of the defendant and latter claim for breach of contract in plain sight of the employment contract and suggestion policy issued and followed by the company in handling compensation claims for ideas offered that benefits the business. The analysis of both cases clearly shows a company’s plain disclaimer language carries weight and can prevent a worker from claiming unjust enrichment, quantum merut, and negligent misrepresentation. Additionally, employer’s contract binds employees’ terms of service while working for the company. A firm has a right to publish and use material or ideas suggested by workers, considering they work for the company and aware of the policies that the employer follows when rewarding them for their suggestions. Therefore, a contract is not ambiguous when it lacks uncertainty in the meaning of its terms and can be understood plainly. A quasi-agreement does not arise when the statements of a firm-suggestion-system terms contract, contracted by the employee who published and submitted a suggestion, clearly state the complete power rests in the company to either compensate or refuse to provide monetary benefits for suggestions offered by workers considering the terms of employment contract. An employer who fails to compensate for idea that benefit the firm does not constitute unfair enrichment, negligent misrepresentation, and quantum meruit warranting a breach of contract claim before a court. Employees should carefully review and analyze their company’s policy regarding compensation claims in light of useful suggestions they submit to the management and useful to its business.A company has full discretion to pay or not pay for suggestions offered by workers pursuant to a suggestion system or a written contract. |

 Reference

Jackson Vs. Acme Computers, Inc.