

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

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GARNER GROUP INTERNATIONAL,  
LLC, JAMES A. GARNER, DR. SALLY  
THOMPSON, and DR. ERVIN V.  
GRIFFIN, SR.,

Plaintiffs,

-against-

THE ACADEMY CHARTER SCHOOL,

Defendant.  
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INDEX NO. 601654/2021

**AFFIDAVIT OF DR. SALLY  
THOMPSON IN OPPOSITION  
TO THE DEFENDANT'S  
MOTION TO DISMISS**

STATE OF NEW YORK     )  
                                  ) ss.  
COUNTY OF NASSAU     )

DR. SALLY THOMPSON, being duly sworn, deposes, and states under penalty of perjury that:

1. I am a Plaintiff in this Action. I created a concept, then a multi-step plan and program how to implement a vocational program in a Charter School. My idea and processes were unique, concrete, and original. Subsequent to the commencement of this Action, I received copyright protection for my presentation, program, and processes to implement a vocational program in a Charter School entitled "A Vocational Education Extension Program". See, Exhibit A, a copy of the Copyright Registration. See also, Exhibit B, a copy of my PowerPoint presentation that was granted copyright status. These are the exact documents that were presented to the Defendant in June 2018. I make this Affidavit based upon my own personal knowledge.

2. In June 2018, me, James Garner ("Garner"), and Dr. Ervin Griffin, Sr. ("Griffin") presented our unique ideas, plans, programs, and processes to members of the Defendant THE ACADEMY CHARTER SCHOOL ("Defendant"). I presented the Defendant with my unique and concrete idea to create a program and the processes to implement a vocational program in a Charter School

3. A few weeks after the presentation to the Defendant, I received a telephone call from Wayne Haughton (“Haughton”), the Defendant’s Executive Director, who was in attendance at the June 2018 presentation asking about details regarding the implementation of the unique vocation program proposed by the Plaintiffs. I did not give Haughton any additional information because, as I saw it, Haughton was attempting to implement my unique idea without involving us or compensating us for the idea and our work.

4. I read the Defendant’s Motion to Dismiss. Despite the Defendant’s argument, It was always my understanding that we would be paid for our work leading up to the June 2018 meeting. The Defendant has never paid us for my unique idea, time, and effort in developing the plan, and processes to implement a vocational program at the Defendant’s high school.

5. We created, in good faith, a plan and processes to create a vocational program in the Defendant’s high school. *See, Exhibit B.* The Defendant accepted our services when they attended the presentation in June 2018. At no time during the presentation did the Defendant express any sign of rejecting our work. In fact, in an attempt to follow up and obtain additional information from me, Haughton, the Defendant’s Executive Director sought additional information from her after the presentation.


6. Despite what the Defendant’s argue, we are not alleging quantum meruit for the implementation of my unique and original idea of a vocational program at the Defendant’s high school, which the Defendant misappropriated, but we are seeking reasonable compensation for the work performed before and during the presentation to the Defendant in June 2018.

7. I expected to be compensated for my work performed before and during the presentation to the Defendant, whether the Defendant agreed to move forward with my original ideas of creating new programs at the Defendant’s high school or not.

8. Based upon the proposed contract given to the Defendant at the time of the June 2018 presentation, the reasonable value of our services, we have determined is ONE HUNDRED FORTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$143,750.00).

9. The Plaintiffs came up with the idea and the plan and processes to create a one-of-a-kind vocational program in a Charter School. It is against equity and good conscience to allow the Defendant to enrich itself when it recruits students to its school with the promise of a vocational education, an idea which was not its own but was my idea and that was implemented using my plans, and processes. The Defendant has never compensated us for the idea, the plans, or the processes.

10. For these reasons and for the reasons addressed in our Memorandum of Law in Opposition, I respectfully request that the Court deny the Defendant's Motion to Dismiss.

  
Dr. Sally Thompson

Sworn before me on this  
11<sup>th</sup> day of May 2021

  
Notary Public

AUSTIN GRAFF  
Notary Public, State Of New York  
No. 026130674-4  
Qualified in Nassau County  
Commission Expires December 10, 2021