

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.,

INDEX NO. 601654/2021

Plaintiffs,

**AFFIDAVIT OF DR. ERVIN V.
GRIFFIN, SR. IN
OPPOSITION TO THE
DEFENDANT'S MOTION TO
DISMISS**

-against-

THE ACADEMY CHARTER SCHOOL,

Defendant.
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STATE OF NORTH CAROLINA)
) ss.
COUNTY OF Halifax)

DR. ERVIN V. GRIFFIN, SR., 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 an early college program in a Charter School. My idea and processes were unique, concrete, and original. I created, in good faith, a plan to create an early college program in the Defendant's high school. Subsequent to the commencement of this Action, I received copyright protection for my presentation, program, and processes to implement an early college program in a Charter School entitled "The Academy Charter School Early College High School". See Exhibit C, a copy of the Copyright Registration. See also Exhibit D, a copy of my PowerPoint presentation that was granted copyright status. See also Exhibit E, a copy of my Prospectus 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.

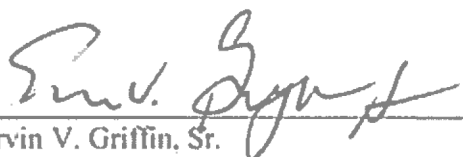
2. The Defendant THE ACADEMY CHARTER SCHOOL ("Defendant") accepted our services when they attended the presentation of my unique, concrete, and original idea of a plan to create an early college program in the Defendant's high school in June 2018. At no time during the presentation did the Defendant express any sign of rejecting our work.

3. Despite what the Defendant's argue, we are not alleging quantum meruit for the implementation of Dr. Sally Thompson's 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.

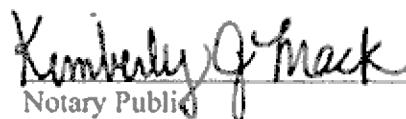
4. I expected to be compensated for my work performed before and during the presentation to the Defendant, whether the Defendant agreed to move forward with my original ideas of creating new programs at the Defendant's high school or not.

5. 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).

6. 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. Ervin V. Griffin, Sr.

Sworn before me on this
12 day of May 2021


Notary Public

My commission expires 8/8/2023.

