

Summary Judgment Review

Case Name: *Brooks v. Steadfast Services, Inc.*

Nature of the Order: Summary Judgment Order

Magistrate Judge: N/A

District Judge: Amy Totenberg

Claims & Outcomes:

1. **Claim:** Breach of Contract
 - a. **Outcome:** Summary Judgment Denied

Whether R&R Followed: N/A

For Race/Gender Discrimination Cases:

Race of Plaintiff: N/A

Gender of Plaintiff: N/A

Summary

Plaintiff Kenneth Brooks (“Brooks” or “Plaintiff”) was hired by Defendant Steadfast Services, Inc. (“Steadfast” or “Defendant”) to operate a debris grinding machine in connection with cleanup efforts in Florida after Hurricane Michael hit in 2018. Brooks was initially hired by Robert Day, Steadfast’s Grinding Division Manager – who also happened to be the brother of Brooks’ wife. Day called Brooks to offer him the job and they negotiated the salary. Brooks asserted that Day also offered him a bonus of one dollar per cubic yard of debris material leaving the job site, but Day denies making such an offer. The parties also dispute whether Day had the authority to offer such a bonus. The parties agree there was no written contract regarding the bonus, although there was a written employment contract. Brooks came to Florida to perform the work.

After his employment ended, Brooks filed suit against Steadfast, alleging failure to pay overtime in violation of the Fair Labor Standards Act (“FLSA”) and breach of contract with respect to the bonus payment. The FLSA claim was settled during the litigation, and only the breach of contract claim remained. Defendant moved for summary judgment on the breach of contract claim.

Defendant argued that Brooks’ breach of contract claim was foreclosed as a matter of law (1) under Georgia’s Statute of Frauds, and (2) because Day did not have authority to offer the purported bonus at issue. In so arguing, Steadfast relied exclusively on Georgia law. District Judge Amy Totenberg agreed with Brooks that the Court (located in Georgia) must follow

Georgia's choice-of-law rules to determine which state's law applied to the breach of contract claim. Under Georgia law, contracts are governed by the law of the state in which they were made, unless the contract is to be performed in a state other than that in which it was made. Here, regardless of where the alleged bonus contract was formed, it was undisputedly to be performed in Florida, where Brooks operated the grinding machine. Therefore, Florida contract law applies to the claim. However, Steadfast made no arguments based on Florida contract law. All of its arguments were based on Georgia law, even when replying to Brooks' choice-of-law arguments. Since Steadfast failed to cite to any controlling legal authority, Judge Totenberg found it had failed to show it was entitled to judgment as a matter of law.

Judge Totenberg also found there were "a slew of disputed facts that would otherwise preclude summary judgment" – including whether Day had even made the bonus offer and, if so, whether he had authority to do so.

Judge Totenberg, therefore, DENIED summary judgment on the breach of contract claim, which was the sole remaining claim.