

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

EISAMAN CONTRACT ASSOCIATES, INC.,)

Plaintiff)

vs.)

SMITH SYSTEM MFG., CO.,)

Defendant.)

DOCKET NO. _____

(electronically filed)

Type of Pleading:

COMPLAINT

Filed on behalf of
Eisaman Contract Associates, Inc.,
Plaintiff.

Counsel of Record for this Party:
Christopher P. Skatell, Esquire
PA ID# 68838

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Plaintiff)

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Defendant.)

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COMPLAINT

AND NOW, comes the Plaintiff, Eisaman Contract Associates, Inc., by and through its attorney, Christopher P. Skatell, Esquire, respectfully filing this Complaint and averring the following:

INTRODUCTION

1. This action has been initiated by Eisaman Contract Associates, Inc. (hereinafter referred to as the "Plaintiff") for Defendant's Breach of Contract between the parties.

JURISDICTIONAL

2. This Court has original jurisdiction over all civil actions arising under the Constitution, laws, or treaties of the United States pursuant to 28 U.S.C. § 1332(a)(1), which grants the District Court original jurisdiction in any civil action where the matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs, and is between citizens of different states.

VENUE

3. Pursuant to 28 *U.S.C. § 1391(b)(2)*, Venue properly lies in the Western District of Pennsylvania, as a substantial part of the event or omission giving rise to the claim occurred in this judicial district.

PARTIES

4. Plaintiff, Eisaman Contract Associates, Inc., is a Pennsylvania corporation with an address of 4063 Liberty Avenue, Pittsburgh, Pennsylvania, 15224, United States of America.
5. Defendant, Smith System Mfg., Co. (hereinafter referred to as “Defendant”), is a Corporation with an office address of 1714 East 14th Street, Plano, Texas, 75074, United States of America.

STATEMENT OF FACTS

6. The Plaintiff is a furniture manufacturers’ representative.
7. The Defendant is a manufacturer of seats, desks, tables, and other furniture for use in schools.
8. In or about January of 1991, the parties entered into a written agreement by which the Plaintiff would act as a product representative with a goal of expanding the Defendant’s presence and products into upstate New York, western New York, West Virginia, and Pennsylvania. In exchange, the Defendant would pay a commission to the Plaintiff for all sales.
9. In or about January of 2007, the parties added the metropolitan New York City area, including Long Island, five (5) Boroughs, Westchester City, and Northern New Jersey, under the same terms of the initial contract noted above.

10. In or about October of 2014, the Defendant breached the contract by its unauthorized termination of the sales representative agreement by removing multiple territories from the Plaintiff, more specifically the ones picked up by the Plaintiff in January of 2007.
11. On or about April 7, 2016, the Defendant breached the contract by its unauthorized termination of the sales representative agreement by removing all remaining territories from the Plaintiff.
12. Prior to breaching the contract, the Defendant expressed to the Plaintiff that it felt that the Plaintiff's employee who was acting as the regional sales representative was too old and asked that someone younger be utilized; the Defendant subsequently breached the contract as set forth herein.
13. The Defendant acted in violation of the contract by removing territories from the Plaintiff and by terminating the agreement without authorization and also by dealing directly with the contacts and businesses established by the Plaintiff.
14. The Defendant has further breached the parties' contract by failing and refusing to pay all commissions owed to the Plaintiff.
15. The Defendant has suffered damages as a direct result of Defendant's breaches of contract, in that the Defendant has failed and refused to pay commissions owed to the Plaintiff in the amount of Six Hundred Sixty Thousand Dollars (\$660,000.00).
16. The Defendant has suffered damages as a direct result of the Defendant's breaches of contract, in that the Defendant has eliminated the Plaintiff and is working directly with the Plaintiff's customers, thereby damaging the Plaintiff in future lost commissions in a currently undetermined amount.

COUNT I – Breach of Contract

17. Paragraphs 1-16 are incorporated herein as if fully set forth at length.
18. The Plaintiff is a furniture manufacturers representative.
19. The Defendant is a manufacturer of seats, desks, tables, and other furniture for use in schools.
20. In or about January of 1991, the parties entered into a written agreement by which the Plaintiff would act as a product representative with a goal of expanding the Defendant's presence and products into upstate New York, western New York, West Virginia, and Pennsylvania. In exchange, the Defendant would pay a commission to the Plaintiff for all sales.
21. In or about January of 2007, the parties added the metropolitan New York City area, including Long Island, five (5) Boroughs, Westchester City, and Northern New Jersey, under the same terms of the initial contract noted above.
22. In or about October of 2014, the Defendant breached the contract by its unauthorized termination of the sales representative agreement by removing multiple territories from the Plaintiff, more specifically the ones picked up by the Plaintiff in January of 2007.
23. On or about April 7, 2016, the Defendant breached the contract by its unauthorized termination of the sales representative agreement by removing all remaining territories from the Plaintiff.
24. The Defendant acted in violation of the contract by removing territories from the Plaintiff and by terminating the agreement without authorization and also by dealing directly with the contacts and businesses established by the Plaintiff.

25. The Defendant has further breached the parties' contract by failing and refusing to pay all commissions owed to the Plaintiff.
26. The Defendant has suffered damages as a direct result of Defendant's breaches of contract, in that the Defendant has failed and refused to pay commissions owed to the Plaintiff in the amount of Six Hundred Sixty Thousand Dollars (\$660,000.00).
27. The Defendant has suffered damages as a direct result of the Defendant's breaches of contract, in that the Defendant has eliminated the Plaintiff and is working directly with the Plaintiff's customers, thereby damaging the Plaintiff in future lost commissions in a currently undetermined amount.

WHEREFORE, Plaintiff demands judgment against the Defendant in an amount in excess of Six Hundred Sixty Thousand Dollars (\$660,000.00), and such other further relief as the Court deems just and proper.

Plaintiff's Demand for Trial by Jury

Pursuant to rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by Jury with respect to the claims and relief set forth herein.

Dated:

1-11-17

Respectfully Submitted,

s/Christopher P. Skatell, Esquire

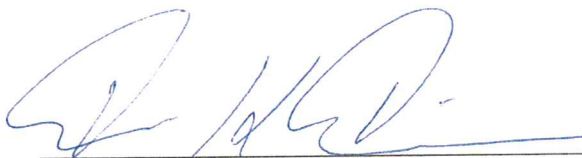
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VERIFICATION

I, Edward Eisaman, hereby certify, pursuant to 28 U.S.C.A. § 1746, and under penalty of perjury, that the foregoing contents of this Complaint are true and correct to the best of my knowledge.

Date: _____

1/5/17

A handwritten signature in blue ink, appearing to read 'E. Eisaman', written over a horizontal line.

Edward Eisaman, President of Eisaman
Contract Associates, Inc., Plaintiff