

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE NO. _____

JUSTINE JONES,)
)
 Plaintiff,)
)
 vs.)
)
 TOWN OF KENLY,)
)
)
 Defendant.)
)

COMPLAINT
(JURY TRIAL DEMANDED)

Plaintiff Justine Jones, complaining of Defendant Town of Kenly, does hereby allege and state as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff Justine Jones (hereinafter "Plaintiff") is a citizen and resident of Pasquotank County, North Carolina.
2. Defendant Town of Kenly ("Defendant" or "the Town"), is a municipal body politic and corporate located in Johnston County, North Carolina.
3. Defendant is capable of suing and being sued, having waived governmental immunity by entering a valid and binding contract with Plaintiff.
4. The Superior Court of Johnston County, North Carolina has personal jurisdiction over each of the parties pursuant to N.C. Gen. Stat. § 1-75.4 and subject matter jurisdiction over this matter pursuant to N.C. Gen. Stat. § 7A-240 and N.C. Gen. Stat. § 7A-243. Venue is proper pursuant to N.C. Gen. Stat. § 1-77.

FACTUAL BACKGROUND

5. Plaintiff hereby realleges and incorporates by reference paragraphs 1-4 of the Verified Complaint as if fully restated herein.

6. Defendant, through its Town Council (“the Town Council”) hired Plaintiff on May 9, 2022 for the position of the Town Manager. A true and accurate copy of the Employment Agreement (“the Agreement”) is attached hereto as **Exhibit A**.

7. The Agreement, which was voted for and approved by the Town Council, provided for a term of employment of two (2) years and was renewable as continuing contract thereafter.

8. Plaintiff’s employment with the Town ended on August 30, 2022 when the Town Council voted to terminate Plaintiff’s employment without just cause.

9. Section 5A. of the Employment Agreement provides, “In the event employee is terminated by the Town Council before the expiration of the aforesaid term of employment, then the Town shall provide a minimum severance payment equal to six (6) months gross salary and benefits, based at the then current rate of compensation.”

10. Plaintiff’s salary was \$92,000.00 at the date of the termination of her employment. Therefore, the minimum severance payment is \$46,000.00.

11. Plaintiff has fulfilled all unambiguous and enforceable conditions precedent to receive the severance payment.

12. To date, Defendant has not paid any amount of the severance payment of six (6) months’ gross salary.

COUNT I:
BREACH OF CONTRACT

13. Plaintiff hereby realleges and incorporates by reference paragraphs 1-12 of the Verified Complaint as if fully restated herein.

14. Defendant and Plaintiff entered a valid and enforceable contract, in which Defendant would pay Plaintiff six (6) months' severance upon termination by Defendant of Plaintiff's employment prior to the end of the Agreement's term.

15. Defendant terminated Plaintiff's employment on August 30, 2022.

16. Even after a demand for payment, Defendant breached the contract by failing to pay Plaintiff the promised severance.

17. As a direct and proximate result of Defendant's breach of contract, Plaintiff has suffered damages in an amount to be determined by a jury, but in any event in excess of Twenty-Five Thousand Dollars (\$25,000.00).

**JURY TRIAL DEMANDED – PLAINTIFF RESPECTFULLY
DEMANDS A JURY TRIAL ON ALL MATTERS SO TRIABLE**

WHEREFORE, Plaintiff respectfully prays unto the Court as follows:

1. That Plaintiff have and recover from Defendant a sum in excess of Twenty-Five Thousand Dollars (\$25,000.00) for breach of contract, or in the alternative, unjust enrichment;
2. That, to the extent allowable, Plaintiff have and recover all attorney's fees and costs associated with the prosecution of this action;
3. That Plaintiff be awarded pre- and post-judgment interest at the legal rate;
4. For a jury trial on all issues so triable presented in this case; and
5. For such other and further relief as the Court deems just and proper.

This, the 28th day of August 2024.

THE BANKS LAW FIRM, P.A.

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