

UNITED STATES DISTRICT COURT
for the
MIDDLE DISTRICT OF FLORIDA

Jason Yerk, an individual,)	
)	
Plaintiff)	
)	
v.)	
)	
People for the Ethical Treatment)	
of Animals, a Virginia not-for-profit)	Civil Action No.:
corporation)	
)	
Defendant)	
)	
)	
)	
)	
)	

PLAINTIFF’S COMPLAINT

PARTIES

1. Jason Yerk (“Yerk”) is an individual who resides in the State of Florida and is therefore domiciled in and a citizen of the State of Florida for the purposes of diversity jurisdiction.
2. People for the Ethical Treatment of Animals (“PETA”) is a not-for-profit corporation organized under the laws of Virginia, with its principal place of business at 501 Front St., Norfolk, Virginia 23510 and is therefore a citizen of Virginia for the purposes of diversity jurisdiction.

STATEMENT OF JURISDICTION AND VENUE

3. Venue is proper in this district because the underlying incident which forms the basis of this suit occurred in Lee County, Florida, Jason Yerk's causes of action accrued in Lee County, FL and the acts or omissions of the Defendant occurred in Lee County, FL.
4. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332, based on the complete diversity of citizenship between the parties and an amount in controversy exceeding \$75,000.00, exclusive of interest and costs.

GENERAL ALLEGATIONS.

5. On or about October 21, 2008, Guillermo Quintana reported to PETA that Lee County Sheriff's Deputy Travis Jelly was engaging in unlawful animal abuse of his canine partner.
6. Upon receiving this report, PETA's Cruelty Investigations Department Coordinator Christina Wheelless requested that Quintana have an active-duty employee of the Lee County Sheriff's Office ("LCSO") contact PETA to provide supplemental corroborating information.

7. Pursuant to Wheelless's request, Quintana provided Yerk's contact information to PETA. Wheelless subsequently contacted Yerk and left a phone message requesting that he provide her with a statement so that the abuse tip could be acted upon.
8. Yerk then contacted Wheelless to discuss the prospect of providing information to PETA which would substantiate Quintana's report (substantiating information is hereon forward referred to as the "disclosure"). As an absolute condition of the disclosure, Yerk demanded and received confirmation that the information he was providing would not be disclosed to his employer and would otherwise remain strictly confidential. In making the demand, Yerk advised PETA representatives that he would lose his employment if his employer was made aware of his disclosure. This was so because the culture of his employer was to eliminate any employee that took a public adverse action towards a co-employee.
9. Notwithstanding PETA's representatives' promises, assurances and representations, on or about November 4, 2008, PETA Cruelty Investigations Department caseworker Kristen DeJournett violated the confidentiality agreement with Yerk by revealing Yerk's name and/or other identifiable information to the LCSO.
10. PETA's unlawful and improper disclosure resulted in damage to Yerk, including, *inter alia*, the termination of the Plaintiff's employment with the LCSO.

COUNT I - BREACH OF FIDUCIARY DUTY

11. The Plaintiff realleges and incorporates paragraphs 1-11 as if fully set forth herein.
12. PETA and Yerk had a fiduciary relationship whereby Yerk confided information to PETA in exchange for PETA's exercise of its superior power, authority and influence in the pursuit of the prosecution of LCSO Deputy Travis Jelly.
13. PETA's disclosure to the LCSO of the confidential information given to it by Yerk breached that fiduciary relationship.
14. PETA's breach of its fiduciary duty caused Yerk to sustain damages including but not limited to lost wages and benefits, lost future earning capacity and mental anguish and suffering.

WHEREFORE, Plaintiff Jason Yerk hereby requests that this Honorable Court award him the damages sustained as a result of the Defendant's breach of its fiduciary duty, including but not limited to lost wages and benefits, lost future earning capacity and mental anguish and suffering.

COUNT II - CONSTRUCTIVE FRAUD

15. The Plaintiff realleges and incorporates paragraphs 1-11 as if fully set forth herein.

16. PETA and Yerk had a confidential relationship whereby Yerk confided information to PETA in exchange for PETA's exercise of its superior power, authority and influence in the pursuit of the prosecution of LCSO Deputy Travis Jelly.
17. PETA abused this confidential relationship by disclosing to the LCSO the information given to it by Yerk.
18. As a direct result of PETA's abuse of the confidential relationship, Yerk has sustained damages including but not limited to lost wages and benefits, lost future earning capacity and mental anguish and suffering.

WHEREFORE, Plaintiff Jason Yerk hereby requests that this Honorable Court award him the damages sustained by him as a result of the Defendant's constructive fraud, including but not limited to lost wages and benefits, lost future earning capacity and mental anguish and suffering.

COUNT III - FRAUDULENT MISREPRESENTATION

19. The Plaintiff realleges and incorporates paragraphs 1-11 as if fully set forth herein.
20. PETA misrepresented to Yerk that the information given by him would be kept confidential and not revealed to the LCSO.

21. PETA should have known that the statement pertaining to the information's confidentiality was false.
22. PETA made this misrepresentation to Yerk with the intent that Yerk rely upon it.
23. Yerk did, in fact, rely upon the misrepresentation in reporting LCSO Deputy Travis Jelly's act to PETA.
24. As a result of PETA's fraudulent misrepresentation, Yerk has sustained damages including but not limited to lost wages and benefits, lost future earning capacity and mental anguish and suffering.

WHEREFORE, Plaintiff Jason Yerk hereby requests that this Honorable Court award him the damages sustained by him as a result of Defendant PETA's fraudulent misrepresentation, including but not limited to lost wages and benefits, lost future earning capacity and mental anguish and suffering.

COUNT IV - BREACH OF ORAL CONTRACT

25. The Plaintiff realleges and incorporates paragraphs 1-11 as if fully set forth herein.
26. Yerk and PETA entered into a valid oral contract whereby Yerk agreed to provide confidential information to PETA in exchange for PETA's assistance in the pursuit of the prosecution of LCSO Deputy Travis Jelly.

27. PETA breached this contract by revealing the confidential information to the LCSO.
28. As a result of PETA's breach of this oral contract, Yerk has sustained damages including but not limited to lost wages and benefits, lost future earning capacity and mental anguish and suffering.

WHEREFORE, Plaintiff Jason Yerk hereby requests that this Honorable Court award him the damages sustained by him as a result of Defendant PETA's unlawful breach of the oral contract between the parties, including but not limited to lost wages and benefits, lost future earning capacity, mental anguish and suffering and attorney's fees.

COUNT V - NEGLIGENT MISREPRESENTATION

29. The Plaintiff realleges and incorporates paragraphs 1-11 as if fully set forth herein.
30. PETA misrepresented to Yerk that the information given by him would be kept confidential and not revealed to the LCSO.
31. PETA should have known that the statement pertaining to the information's confidentiality was false.
32. PETA made this misrepresentation to Yerk with the intent that Yerk rely upon it.
33. Yerk reasonably and justifiably relied upon PETA's representation that the information's confidentiality would be maintained.

34. As a result of PETA's negligent misrepresentation, Yerk has sustained damages including but not limited to lost wages and benefits, lost future earning capacity and mental anguish and suffering.

WHEREFORE, Plaintiff Jason Yerk hereby requests that this Honorable Court award him the damages sustained by him as a result of the Defendant's negligent misrepresentation, including but not limited to lost wages and benefits, lost future earning capacity and mental anguish and suffering.

COUNT VI - NEGLIGENCE

35. The Plaintiff realleges and incorporates paragraphs 1-11 as if fully set forth herein.

36. PETA voluntarily assumed a duty to keep the information given to it by Yerk confidential and not reveal any identifying information to the LCSO.

37. PETA breached this duty of confidentiality when it revealed Yerk's identity to the LCSO.

38. As a proximate cause of PETA's negligence, Yerk has sustained damages including but not limited to lost wages and benefits, lost future earning capacity and mental anguish and suffering.

WHEREFORE, Plaintiff Jason Yerk hereby requests that this Honorable Court award him the damages sustained by him as a result of the Defendant's negligence, including but not limited to lost wages and benefits, lost future earning capacity and mental anguish and suffering.

**COUNT VII - TORTIOUS INTERFERENCE WITH A CONTRACTUAL
RELATIONSHIP**

39. The Plaintiff realleges and incorporates paragraphs 1-11 as if fully set forth herein.
40. Yerk and the LCSO had a contractual relationship under which Yerk had certain rights, such as the right to receive compensation in return for services rendered.
41. PETA had knowledge of this contractual relationship.
42. PETA's disclosure of the confidential information given to it by Yerk was an intentional and unjustified interference with the aforementioned contractual relationship that induced or otherwise caused LCSO not to perform its duties under the contract.
43. As a result of the LCSO's failure to perform its duties under the contract, Yerk has sustained damages including but not limited to lost wages and benefits, lost future earning capacity and mental anguish and suffering.

WHEREFORE, Plaintiff Jason Yerk hereby requests that this Honorable Court award him the damages sustained by him as a result of the Defendant's intentional interference with his contractual relationship with the LCSO, including but not limited to lost wages and benefits, lost future earning capacity and mental anguish and suffering.

**COUNT VIII - TORTIOUS INTERFERENCE WITH AN ADVANTAGEOUS
BUSINESS RELATIONSHIP**

44. The Plaintiff realleges and incorporates paragraphs 1-11 as if fully set forth herein.
45. Yerk and the LCSO had an advantageous business relationship under which Yerk had certain rights, such as the right to receive compensation in return for services rendered.
46. PETA had knowledge of this business relationship.
47. PETA's disclosure of the confidential information given to it by Yerk was an intentional and unjustified interference with the aforementioned business relationship.
48. As a result of PETA's intentional and unjustified interference with the aforementioned business relationship, Yerk has sustained damages including but not limited to lost wages and benefits, lost future earning capacity and mental anguish and suffering.

