

**THE SECOND CIRCUIT COURT, LEON COUNTY, FLORIDA**

State of Florida ex rel.  
Ethan Fieldman, Plaintiff,

v.

Case: 2022CA788

McGraw Hill, LLC and  
Savvas Learning Company, LLC, Defendants./

**Order Granting Final Judgment of Dismissal with Prejudice**

This matter is before the court on the following documents:

“Savvas Learning Company LLC’s Motion to Dismiss Complaint in Intervention” filed October 13, 2025;

“McGraw Hill LLC’s Motion to Dismiss Complaint in Intervention” filed October 13, 2025;

“State of Florida’s Consolidated Response in Opposition to Defendants’ Motion to Dismiss Complaint in Intervention” filed December 12, 2025;

“Savvas Learning Company LLC’s Reply in Support of Motion to Dismiss Complaint in Intervention” filed January 13, 2026;

“McGraw Hill LLC’s Reply Memorandum of Law in Further Support of its Motion to Dismiss” filed January 13, 2026;

Defendant McGraw Hill, LLC’s Notice of Supplemental Authority” filed February 20, 2026;

“Florida’s Notice of Supplemental Authorities” filed March 4, 2026;

“Stipulation re: McGraw Hill’s Notice of Supplemental Authority and Florida’s Motion to Strike and Objection to McGraw Hill’s Notice of Filing Supplemental Authorities” filed March 4, 2026; and

Defendant McGraw Hill, LLC's Amended Notice of Supplemental Authority" filed March 4, 2026.

The court conducted a hearing on the referenced motions to dismiss on February 18, 2026. At the conclusion of the hearing the court stated that the matter would be taken under advisement and that the court would convene a case management conference to announce its ruling and direct the parties to submit proposed orders as appropriate. On April 10, 2026, the court announced its basic ruling and directed the parties to submit proposed orders and the parties did so.

### **The Basic Dispute**

The parties contest application of sections 1006.38(6-8) of the Florida Statutes. Enacted in 1939, this statute governs the sale and pricing of instructional materials for public school districts in Florida. Sections 6-9 state:

Publishers and manufacturers of instructional materials, or their representatives, shall: . . .

(6) Furnish the instructional materials offered by them at a price in the state which, including all costs of electronic transmission, **may not exceed the lowest price** at which they offer such instructional materials **for adoption or sale to any state or school district in the United States.**

(7) **Reduce automatically the price** of the instructional materials to any district school board **to the extent that reductions are made elsewhere in the United States.**

(8) **Provide any instructional materials free of charge** in the state **to the same extent as** they are provided free of charge to **any state or school district in the United States.**

The State alleges that these defendants violated 1006.38(6-8) by offering disparate pricing to school districts within Florida. The court will refer to these provisions as the "Best Pricing Requirement."

The basic dispute is that the Department contends that the Best Pricing Requirement applies to all school districts everywhere and the defendants

contend that it applies only to school districts outside of Florida – leaving them free to negotiate disparate agreements with each Florida school district.

The Department contends that the defendants' incorrect interpretation of the Best Pricing Requirement means that every time the defendants negotiated a deal with a Florida school district without providing the same deal to all Florida school districts, they presented false claims for payment and should have paid refunds to every District charged more. In summary, the State's Complaint in Intervention, filed August 12, 2025, alleges that "Defendants knowingly offered more favorable pricing and free instructional materials to certain District[s] while simultaneously charging other Districts the Published Price for the same instructional products" and that this conduct amounted to fraud.

### **Legal Analysis**

The Court concludes that the Best Pricing Requirement applies only to interstate sales of instructional materials, not to sales to Florida school districts. Put another way, the statutory provisions do not forbid disparate pricing to Florida school districts, so long as the transaction satisfies the requirement as to transactions with school districts outside Florida.

The plain language of the statute does not purport to address intrastate sales at all. "[E]lsewhere in the United States" means elsewhere other than Florida. At the time the statute was enacted, Florida purchased educational materials directly and so this is all the legislation could mean. 1939 Fla. Laws 850, § 713; 857, § 722. Since then, the process changed, statutorily, to allow the State to allocate funds to individual districts and the districts to purchase their own materials. Fla. Stat. §§ 1006.37(1) and 1006.40(2-3). When the legislature empowered school districts to purchase materials directly, it might have adapted the language of the Best Pricing Statute to apply anywhere, including within Florida, rather than "elsewhere," but it did not.

That the legislature might have enacted the position the Department now pursues is plain from the legislature's consideration in 2013. It considered amending the Best Pricing Requirement to apply to School Districts within Florida by requiring publishers to: "[f]urnish the instructional materials offered by them at a price in the state which, including all costs of electronic transmission, may not exceed the lowest price at which they offer such

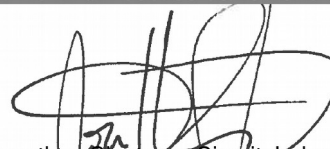
instructional materials for approval or sale to any other school district in the state.” S.B. 1388 § 13, 115th Leg. (Fla. 2013) (emphasis added); H.B. 1031 § 13, 115th Leg. (Fla. 2013). The Legislature declined to pass the amendment. This legislative history is persuasive, though not dispositive. It illustrates that the existing language is plain on its face and the Department’s position could have been enacted through equally plain language.

**Conclusion**

The motions to dismiss with prejudice filed by McGraw Hill, LLC and Savvas Learning Company, LLC are hereby GRANTED as to all claims raised by the State of Florida. The Complaint is dismissed with prejudice, and final judgment is entered in Defendants’ favor. The State shall take nothing from this action and Defendants shall go hence without day. The parties shall bear their own attorneys’ fees and costs. This is intended to be a final, appealable order on the merits.

IT IS SO ORDERED in chambers at Tallahassee, Leon County, Florida  
Friday, May 15, 2026.

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Jonathan G. Jostrom, Circuit Judge  
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