

The Jackson Daughtry Saga: How I came to turn down the Grand Prize in a National Writing Contest

by Brice Austin

On May 11th of last year (2015) I received the kind of phone call every writer hopes for: my novel *Must* was the winner of the Jackson Daughtry Literary Honor! I had known for a while that I was one of five finalists for the award—\$1000.00 in cash and a publishing contract—but as I was preparing to leave town for a conference, where I was scheduled to give a talk, the contest wasn't foremost in my mind.

The Senior Editor for Grimalkin Publishers, Shelby Bryce, was on the line. She was excited, almost giddy. So was I. I think I uttered the word “awesome” more times than a teenage snowboarder. They all loved my novel. *Awesome!* Not only did they want to publish it, they wanted to publish the entire series (*Must* is the first book of a trilogy-in-progress). *Awesome!* The final judge, Ari Berk, thought I actually had a chance of making it as a successful writer. *Awesome!* Grimalkin would send me a contract to look over, within the next few days.

As I traveled to Salt Lake City for my conference, I floated along on my own little cloud. I had actually won! *Must* was going to be published! It's a book I've worked on for several years, one I describe in my queries as “a mystery with a touch of the old-fashioned African adventure story.” I'd been actively shopping it out to agents, two of whom thus far had asked to see the full manuscript. Though they both ultimately decided to pass, they'd been encouraging. I'd already felt that I was getting close, and now I was finally there. *Awesome!*

That night at the hotel, however, I finally did what I realize now I should have done before ever entering the contest: I looked up some information on my publisher-to-be, the company I

would presumably be working with on several books to come. What I found on their website was troubling.

Grimalkin describes itself as a self-publisher, though one that “does so much more than your average . . . company.” Not only does Grimalkin claim to provide “editing, formatting, copyright and distribution,” but also “a Public Relations Manager who has the contacts to market your book.” The fee for doing so? For a 300 page book: \$9988.45. My heart sank. Was that what I would find once I had the contract in hand, that there were fees attached? There was no mention of that in the contest description. There was something else peculiar about Grimalkin’s website, something that would eventually prove even more troubling: there was no listing of any books they had published.

From the hotel I called my wife. We agreed I should examine the contract very carefully. Perhaps I should even have someone else review it? I did have a friend with some experience in such things; perhaps he would be willing to have a look? As much as I could I set all such thoughts aside, in order to prepare for my talk. But I couldn’t shake a lingering sense of unease.

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By the time I returned home the contract had already arrived. It certainly looked official. The Senior Editor, who signed herself S Bryce, encouraged me to look it over for a few days and then contact her by email to set up a Skype meeting. At that meeting we would discuss the contract and she could get to know a bit more about the author of *Must*.

At first glance everything about the contract seemed to be in order. Royalties were covered for a variety of formats, and they seemed generous. There would be an active marketing and promotion campaign. They would provide an author’s website for three years. Most

importantly, I saw no mention of any self-publishing fees. Gradually, I began to get excited again, though nowhere near the level of *awesome!*

Maybe Grimalkin was trying to make the leap from self-publisher to a more traditional model? Maybe this contest was the vehicle by which they hoped to accomplish that? Still, the contract didn't look quite the same as example ones I found on the Internet. So I was most grateful when my friend agreed to look over the document.

Meanwhile, my wife and I decided to do some deeper investigation. She is a research scientist by training and as a librarian I'm a self-described "information weasel;" together we set off to find out everything we could about both the Jackson Daughtry Literary Honor and Grimalkin Publishers.

My first stop was ICANN, the Internet Corporation for Assigned Names and Numbers (<https://www.icann.org>), which maintains a "Whois" tool that allows one to look up information for registered domain names. Both grimalkinpublishers.com and jdlh.org, which is the URL for Jackson Daughtry, were registered to Domains by Proxy (also known as GoDaddy), a company which shields domain owners' personal information from being viewed publicly. Nothing necessarily wrong with that; many legitimate business use the service for legitimate reasons. But the registration dates for the two websites were interesting: grimalkinpublishers.com in January, 2014, and jdlh.org in August 2014.

Meanwhile my wife was searching for any reference to either Shelby Bryce or Michele Bryce (which is how her name displayed on caller ID). She wasn't able to find any information of a professional nature: nothing on LinkedIn, no personal webpage, no references whatsoever to either name in a business sense. There was a Facebook page for Grimalkin, but very little there: several versions of the logo, 3 likes, and some blog posts around the time the contest opened and

closed, but nothing since. Nothing online at all about the Senior Editor at a publishing house? That seemed odd.

Next I searched the Internet for Grimalkin's phone number and address, as shown on the contract. Both mapped to the offices of one Robert Henry Bonnano, Jr., a personal injury attorney in Tampa. Nothing necessarily wrong with that, either; perhaps he was the owner of Grimalkin? Perhaps that in itself was an indicator of legitimacy? If so, however, it seemed strange that his name didn't appear anywhere in the contract, or on the publisher's website.

It was at this point that I began compiling a list of questions to ask S Bryce at our Skype meeting. It was at this point, too, that I began to seriously consider the possibility that I might turn the award down. But my wife encouraged me to keep an open mind, to find out as much as I could in the upcoming meeting. I didn't have to agree to anything immediately, after all; I could ask for more time.

Meanwhile, we kept sleuthing. There was no mention on the Internet of Jackson Daughtry or an organization associated with that name, except for the jdlh.org website advertising the contest. Going back to that website I noticed that some of the original content was no longer there. Or was I imagining that? To check my memory I took a trip to the Internet Archive, a San Francisco-based non-profit digital library established to preserve the history of information on the Web by taking regular "snapshots." Using the Archive's "wayback machine" (<https://archive.org/web/>), I looked for earlier versions of jdlh.org and discovered that indeed, some content had been removed since the original posting in October, 2014. There was no longer any reference to, or information about, the final judge Ari Berk. I've entered a number of literary contests in my time but could not recall that ever being the case; generally speaking, whoever is running such a contest maintains information on the final judge at least until the

winner's are announced, often long beyond that. I also discovered that all information pertaining to Jackson Daughtry himself had been removed:

Jackson Daughtry passed away from heart complications, after suffering from a debilitating syndrome, nearly ten years ago. He was only fifteen. He inspired others to strive for, and reach, their dreams . . . this award is a memorial to him, a legacy for those who strive to achieve their literary dreams.

Not to say that such a person did not exist, but it struck me as odd that there was no longer any reference to him on the site.

In comparing the original pages to the current ones, something else leaped out at me: the submission guidelines had been changed. Now the site stated that entrants must be "at least 15 to 24 years old." That wasn't there before and what did it even mean? Logically, it made no sense. Also, the prize was now listed as a \$1000.00 college scholarship rather than a cash award. Perhaps this was for next year's contest? However, the submission dates were the same as they had been before. I added these things to my list of questions to ask S Bryce at our meeting, but my gut feeling that I should turn the award down was steadily growing.

Shortly thereafter, my friend wrote back that he had reviewed the contract. He had two concerns. Firstly, it was labeled a "Services Agreement" rather than a "Publishing Agreement." Secondly, the language suggested I might be bound by some of the terms listed on Grimalkin's website, without clearly enumerating which terms those were. I had found a clause that concerned me as well, "Amendments." With 30 days notice the Service Provider could amend the royalty payment structure and timing, and the Author's sole and exclusive remedy would be to meet with the Provider to discuss the matter. Still more questions to ask S Bryce, I supposed. If we even got as far as discussing the contract. Because by now I was having a hard time imagining any scenario by which I would sign on with Grimalkin Publishers.

Finally the day of the Skype meeting arrived. S Bryce, Senior Editor, looked to be about 20 years old. Nothing wrong with that in itself, but she didn't seem professional in any way. She was dressed very casually. The Skype session was obviously coming from somewhere in her home. More tellingly, as soon as she came on screen she looked down at her paperwork, rather than at the camera. "OK, let's get started . . ."

"Hang on a minute," I interrupted, "It's nice to meet you."

"Oh, yeah." She still didn't look directly into the camera. Her eyes were wandering all over the room. She started to go back to the contract. Again, I interrupted her. There were questions I would like to ask first.

"I still can't believe I actually won: how many entries were there?"

"Over six thousand, from all over the world," she said. "It was great!"

Wow, I thought, doing the math in my head, *\$150,000.00*. Well at least they had some capital to work with. Perhaps they weren't as inept as I had begun to think?

"What's the history of Grimalkin, anyway? I didn't see any information about that on your website."

S Bryce proceeded to tell me they had been around for three years. Even longer than the existence of their domain, then. *And still no clients?* I asked her that: did they have any books in the pipeline?

"Oh yes, we have three or four coming out next month."

Yet no announcement of that on your site? No thumbnails of the book covers, no attempt at advance promotion? So much for Marketing.

"Your website says Grimalkin has 30 years of experience. I'm wondering where that experience is? You look pretty young yourself."

S Bryce was happy to tell me she was 23, but had been doing “this” since she was 17. She had worked at various universities and well . . . Nothing else was forthcoming. Her eyes flitted about the room. “I’m sorry,” she finally said, “it’s been a really crazy morning here.”

I asked her how many staff worked at Grimalkin.

“We have ten people in Marketing, and three graphic designers.”

TEN people in Marketing? By now I was having a difficult time not laughing out loud. I found myself covering my mouth to hide my expression—though really it wasn’t necessary because as far as I could tell she hadn’t yet looked directly at me. I wondered if she’d even noticed that, throughout our conversation, I’d been taking notes?

I asked why Grimalkin’s address and phone mapped to the law offices of Robert Henry Bonanno, Jr. Did he have some connection to the company?

“No, we just share space in the same building.”

“But you’re in the same suite.”

“Well, we have one receptionist who answers calls for both.”

Her eyes still flitting about the room, she added that she was in her home office today because the Internet was out at the main building. By now I was having flashbacks to *The Three Stooges*, all those episodes in which they run around in circles pretending to be [mechanics, doctors, fill-in-the-blank]. *We’re publishing now, yeah, BIG publishing, publishing . . .*

I asked her what Grimalkin’s connection was to the Jackson Daughtry Foundation?

“Oh, they actually own the publishing company.”

“So they’ve been around longer?”

“Yes, for about ten years. They do a lot of work with kids in gangs, trying to get them involved in writing, to help get them off the streets.”

So the foundation has existed for 10 years but the only reference to it on the Web is from August, 2014, on the site announcing this award?

I had one final question: what about the recent changes to the jdlh.org website? Why did the submission guidelines now say that entrants had to be “at least 15 to 24 years old” and the prize was now a college scholarship?

Her eyes never stopped wandering. “Oh, it’s under construction. They really want to help get kids in gangs off the street and . . .”

Before she could get much further I interrupted her again. “You know, I’ll be straight with you. I’m a librarian and we work with publishers all the time. So I have a pretty good idea of what a reputable publisher looks like. This isn’t it. There’s no point in going over the contract today because there’s no way I would sign it. But thanks for your time and I wish you all the best. I hope things work out for you.”

S Bryce looked befuddled but then she had the entire time we were talking. We said our goodbyes and disconnected. I was shaking my head, laughing. I had just turned down a \$1000.00 cash award and a publishing contract and I was laughing about it. I didn’t even feel bad about the original entry fee. I’ve paid a lot more than \$25.00, many times, for less entertainment. But the story wasn’t quite over with.

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The next morning I received another call from Michele Bryce. I didn’t answer it. But the person leaving the message didn’t sound like the S Bryce I had talked to the day before. This person sounded older. And she referred to herself as Michele, rather than Shelby. She understood I had some questions. Would I please call her back? She had also sent me an email saying she understood I wished to turn the award down and that would be a shame, because my

book was “so fantastic.” But if she didn’t hear from me by the end of the day, they would have to choose one of the other finalists.

My inclination was not to call back, but my wife encouraged me to do so. I should at least hear her out. It might be interesting. Were there any conditions whatsoever under which I might allow them to publish my book? I didn’t think so but eventually curiosity got the better of me. I wanted to know how deep the rabbit hole might go.

Michele had some of the answers her daughter (“Yes, she works for me”) had been unable to provide. They were a new publisher. She had worked at Random House for many years but had had to retire for health reasons. Now she was trying to get back into the business. But she still had the contacts. She assured me she could turn my book into a bestseller.

I reiterated some of the concerns I had expressed to S Bryce. Grimalkin was a company with no product.

“We have several books coming out next month,” she said.

There was no professional presence for either her or her daughter, not on LinkedIn or anywhere else on the Internet.

“When I worked for Random House, there was no LinkedIn. But I still have the connections, the contacts.”

“Look,” I eventually said, “the only way I might feel comfortable with this is if Grimalkin partnered with an established publisher to come out with my book as a joint project.”

Michele didn’t exactly pick up that idea and run with it. “Well, obviously I’m not going to try to force you into this. If you don’t want to move forward we’ll need to choose another finalist for the award.”

“Yes, I understand that.”

“You really have a great book and I know I could make it a success.”

I thanked her for that. I, too, thought it was a good book but I wanted what was best for it. I just didn't have any confidence that Grimalkin could do anything she claimed. “But I wish you all the best. I hope you make it.”

“Oh, we will.”

“If you do I'll be the first one to call and congratulate you.”

At which point we parted ways, amicably I think. Certainly there were no bad feelings on my end. From my perspective, nothing in the events described above could be considered illegal in any way. A contest was conducted. A winner was chosen. A contract was offered. I just didn't feel that the people offering that contract would be the right partners for me and my novel. Since then, another writer has come to a different decision. In all honesty I wish that writer, and Grimalkin, all the luck in the world.