

NOT RECOMMENDED FOR FULL-TEXT PUBLICATION

File Name: 13a0515n.06

No. 12-4202

**UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT**

FILED
May 22, 2013
DEBORAH S. HUNT, Clerk

DAVID E. PETROSKEY,)
)
Plaintiff-Appellant,)
)
v.)
)
C.A. PICARD, INC.,)
)
Defendant-Appellee.)
_____)

ON APPEAL FROM THE
UNITED STATES DISTRICT
COURT FOR THE NORTHERN
DISTRICT OF OHIO

BEFORE: SILER, MOORE, and ROGERS, Circuit Judges.

ROGERS, Circuit Judge. David Petroskey appeals the district court’s grant of summary judgment in favor of his former employer, C.A. Picard, Inc., on his claims of breach of contract, promissory estoppel, and quantum meruit. The dispute centers around Petroskey’s claims that Picard owes him compensation for bonuses and/or commissions he earned or should have earned during his time working for Picard. In July 2005, Petroskey entered into an agreement to waive commissions he had previously earned and accepted a new employment agreement that included an increase in salary, a car allowance, and an “Annual Bonus (effective July 1 05- to Jun 20 06), per plan to be presented by Mark Fink, President.” In 2009, after ending his employment with Picard, Petroskey filed a complaint in Ohio state court claiming (1) that Picard breached the agreement by failing to provide a bonus plan or sufficient bonus compensation, (2) that in the alternative Picard should be held liable on the basis of an oral promise made prior to or contemporaneously with the

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execution of the agreement, or else (3) that Petroskey should be awarded the waived commissions on a theory of unjust enrichment. Picard removed the case to federal court on diversity grounds. The district court granted summary judgment to Picard on all of the claims.

Having carefully considered the record on appeal, the briefs of the parties, and the applicable law, we are not persuaded that the district court erred in granting summary judgment to Picard. Because the reasoning that supports the grant of summary judgment has been articulated by the district court, the issuance of a detailed written opinion by this court would be duplicative and serve no useful purpose. Accordingly, the judgment of the district court is affirmed upon the reasoning employed by that court in its Order dated September 10, 2012.