

Case No. 22-3387

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

DUANE RAY,)
)
Plaintiff-Appellee,)
)
v.)
)
FIFTH THIRD BANK, N.A., dba Fifth Third)
Bank,)
Defendant,)
)
FOUNDATION RISK PARTNERS, CORP.,)
)
Defendant-Appellant.)

FILED
Jan 10, 2023
DEBORAH S. HUNT, Clerk

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

OPINION

Before: BATCHELDER, STRANCH, and DAVIS, Circuit Judges.

ALICE M. BATCHELDER, Circuit Judge. Foundation Risk Partners (FRP) bought Fifth Third Insurance Agency’s (FTI’s) entire insurance business believing that purchase included the non-compete agreements that FTI’s insurance agents had signed. But when FRP sought a preliminary injunction to enforce the agreement, the district court found that FRP had not shown a substantial likelihood that its interpretation of the relevant contracts was correct, and therefore denied the preliminary injunction. *Ray v. Fifth Third Bank, N.A.*, No. 1:21-cv-76, 2022 WL 974341 (S.D. Ohio, Mar. 31, 2022). In this interlocutory appeal, FRP contends that the district court erred by refusing to re-write the employee-compensation-plan contract to say what FRP believes was intended rather than what is actually written in that contract.

No. 22-3387, *Ray v. Fifth Third Bank, N.A., et al.*

After carefully reviewing the law, the parties' arguments, and the record evidence, we conclude that the district court correctly assessed the proffered evidence and correctly applied the law to that evidence. The issuance of a full written opinion by this court would serve no useful purpose. Accordingly, for the reasons stated in the district court's opinion, we **AFFIRM**.