

# United States Court of Appeals

FOR THE DISTRICT OF COLUMBIA CIRCUIT

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**No. 07-5300**

**September Term, 2007**

FILED ON: APRIL 30, 2008

ALEXANDER M. DAISLEY,  
APPELLANT

v.

RIGGS BANK, N.A. AND ROBERT C. ROANE,  
APPELLEES

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Appeal from the United States District Court  
for the District of Columbia  
(No. 03cv01820)

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Before: RANDOLPH, TATEL, and GARLAND, *Circuit Judges*.

## **J U D G M E N T**

This appeal was considered on the record from the United States District Court for the District of Columbia and on the briefs filed by the parties. *See* FED. R. APP. P. 34(a)(2); D.C. CIR. R. 34(j). It is

**ORDERED** and **ADJUDGED** that the judgment of the district court be affirmed.

Alexander Daisley contends that Riggs Bank, his former employer, breached his employment agreement when it failed to honor certain provisions of his compensation package. Although Daisley alleges that those provisions were contained in an initial oral agreement, they are unenforceable because he subsequently signed a fully integrated written employment agreement that did not contain those provisions. Daisley nonetheless maintains that he is entitled to enforcement of those provisions because, a year after the date of the written agreement, his new supervisor orally ratified the terms of the initial oral agreement. Daisley contends that the ratification of the initial oral

agreement effected a modification of the written agreement to incorporate all of the compensation terms contained in the former. He also alleges that thereafter his supervisor fraudulently induced him to forgo those terms by accepting a disqualifying promotion.

The district court granted Riggs' motion for summary judgment on both the breach of contract and fraud claims. *Daisley v. PNC Bank, N.A.*, 2007 WL 2071682 (D.D.C. 2007). With regard to the former, the court concluded that Daisley offered no evidence that Riggs had ratified the initial oral agreement or modified the written agreement. *Id.* at \*5. And because the success of Daisley's fraud claim depended upon there having been a ratification or modification, the court concluded that the lack of evidence of ratification or modification was also determinative of that claim. *Id.* at \*6. We agree that Daisley did not raise a genuine issue of material fact regarding ratification or modification and therefore affirm the judgment of the district court.

Pursuant to D.C. Circuit Rule 36(b), this decision will not be published. The Clerk is directed to withhold the issuance of the mandate herein until seven days after the disposition of any timely petition for rehearing or rehearing en banc. *See* FED. R. APP. P. 41(b); D.C. CIR. R. 41(a)(1).

**FOR THE COURT:**

Mark J. Langer, Clerk

BY: /s/  
Michael C. McGrail  
Deputy Clerk