[Cite as *Wigglesworth v. Mettler Toledo Internatl., Inc.*, 2010-Ohio-1019.]

IN THE COURT OF APPEALS OF OHIO

TENTH APPELLATE DISTRICT

Douglas W. Wigglesworth,	:	
Plaintiff-Appellant,	:	
		No. 09AP-411
v.	:	(C.P.C. No. 08CVH03-3831)
Mettler Toledo International, Inc. et al.,	:	(REGULAR CALENDAR)
Defendants-Appellees.	:	

D E C I S I O N

Rendered on March 16, 2010

Law Offices of Russell A. Kelm, *Russell A. Kelm*, and *Cynthia L. Dawson*, for appellant.

Bricker & Eckler LLP, *Donald R. Keller*, and *Lisa M. Kathumbi*, for appellees.

APPEAL from the Franklin County Court of Common Pleas

KLATT, J.

{¶1} Plaintiff-appellant, Douglas W. Wigglesworth, appeals from a judgment of the Franklin County Court of Common Pleas granting summary judgment in favor of defendants-appellees, Mettler Toledo International, Inc., Mettler Toledo, Inc. ("Mettler Toledo"), William Eilenfeld, and Frederick E. Brong. For the following reasons, we affirm.

{¶2} Masstron Scale hired Wigglesworth as a plant supervisor in April 1988. Subsequently, Masstron Scale merged with Mettler Toledo, which is a subsidiary of Mettler Toledo International, Inc. In 1997, Mettler Toledo promoted Wigglesworth to the

position of logistics manager. As logistics manager, Wigglesworth scheduled shipments of vehicle scales to customers, communicated scheduling information to the manufacturing department, ensured that Mettler Toledo delivered the correct scales to each customer in a manner that met customer expectations, and supervised three drivers.

{¶3} From 2001 through 2006, Wigglesworth reported directly to Aaron Skidmore. In Wigglesworth's 2005 annual review, Skidmore praised Wigglesworth for the "excellent job" Wigglesworth did in serving Mettler Toledo's customers. However, Skidmore also criticized Wigglesworth for reacting negatively to stress and treating his co-workers poorly. As Skidmore stated in Wigglesworth's review:

> There are also the typical comments about your level of stress when things go awry. We have discussed this for the last several years and I do not think you have much interest in changing your approach. You have a style that can sometimes offset your good intentions. You make it clear in tense situations that you really do not have much respect for the people who have not lived up to your expectations.
>
> * * *
>
> Almost every interaction tells me that you are thoroughly frustrated with me and a number of other people in the facility. You often express disdain towards your peers and their reports.

Additionally, Skidmore rated Wigglesworth "well short" of meeting the goal of implementing an electronic scheduling board that would include all order and shipping schedule information. Wigglesworth maintained the shipping schedule on a dry-erase whiteboard in his office, but Mettler Toledo sought to eliminate that manual scheduling system and replace it with the electronic scheduling board.

{¶4} In Wigglesworth's 2006 annual review, Skidmore again indicated that while Wigglesworth did a "good job as our customer interface," he failed to foster positive relationships with his co-workers. Skidmore reproached Wigglesworth for his "tendency to hoard information and share only the bare minimum when asked for it." Moreover, Skidmore stated:

> I have grown to question a lot of what you tell me. I often feel like you are not sharing the entire story. This year I made it a mission to determine if any one else had a similar impression. I did this in such a way so not to influence the opinions. I believe that there are a number of people at [Mettler Toledo] who do not trust you. This is not an isolated feeling; it is spread across your peers as well as shop employees. It is also not new. It appears this has been the reality for most of these people since you were on the floor as a supervisor.

{¶5} Skidmore again cautioned Wigglesworth to curb his open disdain toward co-workers for what he perceived as incompetence. Skidmore commented that:

> You often ignore people who come into your office. You use non-verbal communications to clearly convey your frustration and contempt for those you are communicating with. Good examples of this were the review meetings. You sat in your chair paying little or no attention to what was being discussed. You clicked your pen, sighed, rolled your eyes, fidgeted in the chair, etc. Your behavior was unprofessional. I am sorry that you felt it was a waste of your time, but it is one of your responsibilities as a leader at [Mettler Toledo].

{¶6} Skidmore also remarked on Wigglesworth's refusal to embrace the electronic scheduling board, stating:

> You do not pursue new innovative ways to do business. You are resistant to most changes in the area of technology. The white board and your weekly delivery schedules are perfect examples. There are much better and more efficient ways to document and change these items, but you will not take those steps on your own.

{¶7} In sum, Skidmore informed Wigglesworth:

> Your methods are obsolete and you have made no efforts to take advantage of the resources that are available. In addition, your behavior at [Mettler Toledo] has negatively impacted most if not all of your relationships. Your peers, colleagues, [and] leaders have little trust in what you tell them. It often seems as though you are withholding information and it is always clear that you have contempt for the efforts of those working around you. You show little respect for the job that they are doing. You possess a wealth of knowledge and experience that could be shared and used to improve all of our performances, but you make it difficult to access. I hope, in the months to come, you will look at this as a wake up call and not a personal attack. You have been at [Mettler Toledo] for nearly 20 years. I view you as a valuable employee, but I also recognize that your behaviors need to change in order for us to be successful. You must develop trust in and with your fellow employees. You must recognize opportunities for improvement and drive those improvements. It is not acceptable for us to wait for someone else to point out opportunities and expect them to implement them for us. We are all here and willing to help, but there is no room for individuals on our team.

{¶8} In January 2007, Eilenfeld replaced Skidmore as Wigglesworth's direct supervisor. According to Eilenfeld, throughout 2007, Wigglesworth continued to exhibit the same performance deficiencies that Skidmore had documented in Wigglesworth's 2005 and 2006 evaluations. Larry Bell, one of Wigglesworth's co-workers, complained to Eilenfeld that Wigglesworth would change scheduling information after Bell had left for the day. Two of Wigglesworth's other co-workers told Eilenfeld that Wigglesworth refused to work collaboratively with them.

{¶9} In July 2007, Eilenfeld asked Wigglesworth to cross-train Grant Davis in the duties and responsibilities of the logistics manager position. Eilenfeld wanted Davis to substitute for Wigglesworth during Wigglesworth's absences, including his upcoming vacation. Davis complained to Eilenfeld multiple times that Wigglesworth treated him disrespectfully.

{¶10} In September 2007, after seeing no change in Wigglesworth's negative attitude and behavior, Eilenfeld decided to terminate Wigglesworth's employment. On October 2, 2007, Eilenfeld and Brong, the human resource and special products leader, met with Wigglesworth and discharged him. Brong told Wigglesworth that Mettler Toledo was terminating his employment because Wigglesworth had not adequately addressed the performance issues highlighted in his previous two annual reviews. Wigglesworth was 51 years old at the time Mettler Toledo fired him. Apparently, Mettler Toledo replaced Wigglesworth with Davis, who was 43 years old when he received the promotion to logistics manager.

{¶11} On March 13, 2008, Wigglesworth filed a complaint against defendants for age discrimination in violation of R.C. 4112.02(A) and 4112.99. Wigglesworth also claimed that Mettler Toledo denied him a profit sharing bonus for 2007, and he sought damages equal to the amount of that bonus.

{¶12} After discovery, defendants moved for summary judgment. The trial court granted that motion and, on May 11, 2009, entered judgment in favor of defendants.[1] Wigglesworth now appeals from the May 11, 2009 judgment entry, and he assigns the following errors:

> [1.] THE TRIAL COURT ERRED IN GRANTING SUMMARY JUDGMENT ON PLAINTIFF'S CLAIM OF AGE DISCRIMINATION.
>
> [2.] THE TRIAL COURT ERRED IN GRANTING SUMMARY JUDGMENT ON PLAINTIFF'S CLAIM OF COMPENSATION.

[1] We note that the trial court granted Mettler Toledo International, Inc. summary judgment because it concluded that the parent corporation had no liability for the actions of its subsidiary, Mettler Toledo. Wigglesworth does not challenge this ruling on appeal. Accordingly, for the remainder of this opinion, "defendants" refers only to Mettler Toledo, Eilenfeld, and Brong, and excludes Mettler Toledo International, Inc.

{¶13} Both of Wigglesworth's assignments of error challenge the trial court's ruling on defendants' motion for summary judgment. Appellate review of summary judgment motions is de novo. *Andersen v. Highland House Co.*, 93 Ohio St.3d 547, 548, 2001-Ohio-1607. " 'When reviewing a trial court's ruling on summary judgment, the court of appeals conducts an independent review of the record and stands in the shoes of the trial court.' " *Abrams v. Worthington*, 169 Ohio App.3d 94, 2006-Ohio-5516, ¶11 (quoting *Mergenthal v. Star Banc Corp.* (1997), 122 Ohio App.3d 100, 103). Civ.R. 56(C) provides that a trial court must grant summary judgment when the moving party demonstrates that: (1) there is no genuine issue of material fact, (2) the moving party is entitled to judgment as a matter of law, and (3) reasonable minds can come to but one conclusion and that conclusion is adverse to the party against whom the motion for summary judgment is made. *Gilbert v. Summit Cty.*, 104 Ohio St.3d 660, 2004-Ohio-7108, ¶6.

{¶14} When seeking summary judgment on the ground that the nonmoving party cannot prove its case, the moving party bears the initial burden of informing the trial court of the basis for the motion, and identifying those portions of the record that demonstrate the absence of a genuine issue of material fact on an essential element of the nonmoving party's claims. *Dresher v. Burt*, 75 Ohio St.3d 280, 293, 1996-Ohio-107. The moving party does not discharge this initial burden under Civ.R. 56 by simply making a conclusory allegation that the nonmoving party has no evidence to prove its case. Id. Rather, the moving party must affirmatively demonstrate by affidavit or other evidence allowed by Civ.R. 56(C) that the nonmoving party has no evidence to support its claims. Id. If the moving party meets this initial burden, then the nonmoving party has a reciprocal burden outlined in Civ.R. 56(E) to set forth specific facts showing that there is a

genuine issue for trial and, if the nonmoving party does not so respond, summary judgment, if appropriate, shall be entered against the nonmoving party. Id.

{¶15} By Wigglesworth's first assignment of error, he contends that the trial court erred in concluding that he failed to demonstrate that defendants' reasons for terminating his employment were merely a pretext for age discrimination. We disagree.

{¶16} Under Ohio law, absent direct evidence of discrimination, Ohio courts resolve age discrimination claims using the evidentiary framework established by the United States Supreme Court in *McDonnell Douglas Corp. v. Green* (1973), 411 U.S. 792, 93 S.Ct. 1817. *Kohmescher v. Kroger Co.* (1991), 61 Ohio St.3d 501; *Barker v. Scovill, Inc.* (1983), 6 Ohio St.3d 146, 147-48. Under that framework, the plaintiff bears the initial burden of establishing a prima facie case of age discrimination. *Barker* at 148. To do so, the plaintiff must demonstrate that he or she: "(1) was a member of the statutorily protected class, (2) was discharged, (3) was qualified for the position, and (4) was replaced by, or the discharge permitted the retention of, a person of substantially younger age." *Coryell v. Bank One Trust Co. N.A.*, 101 Ohio St.3d 175, 2004-Ohio-723, paragraph one of the syllabus. If a plaintiff establishes a prima facie case, the burden of production shifts to the employer to articulate some legitimate, nondiscriminatory reason for its discharge of the plaintiff. *Barker* at 148; *Plumbers & Steamfitters Joint Apprenticeship Commt. v. Ohio Civ. Rights Comm.* (1981), 66 Ohio St.2d 192, 197. Should the employer carry this burden, the plaintiff must then prove that the reasons the employer offered were not its true reasons, but merely a pretext for discrimination. *Barker* at 148; *Plumbers & Steamfitters Joint Apprenticeship Commt.* at 198. "Pretext may be

proved either by direct evidence that [an impermissible] animus motivated the discharge or by discrediting the employer's rebuttal evidence." *Barker* at 198.

{¶17} For purposes of summary judgment, defendants conceded that Wigglesworth could marshal sufficient evidence to prove a prima facie case of age discrimination. Defendants asserted in the trial court, and likewise assert before this court, multiple legitimate, nondiscriminatory reasons for terminating Wigglesworth's employment: (1) he hoarded relevant information, (2) he resisted change, (3) his negative attitude and behavior towards co-workers, and (4) his difficulty in responding to stressful situations.

{¶18} Initially, Wigglesworth insists that the first two reasons for his discharge lack any factual foundation. According to Wigglesworth, he shared shipping information by posting the shipping schedule on the dry-erase whiteboard that he maintained in his office for everyone to see. Wigglesworth also avers that he participated in the development of the electronic scheduling board, and that he input relevant shipping information into the system. Wigglesworth claims that he alone made recommendations to the IT manager regarding how to improve the electronic scheduling board.

{¶19} However, even if Wigglesworth is correct in his characterizations of his actions, they are not sufficient to defeat summary judgment on his age discrimination claim. " '[P]retext does not address the correctness or desirability of reasons offered for employment decisions' "; rather, "it addresses the issue of whether the employer honestly believes in the reasons it offers.' " *Carter v. Russo Realtors* (May 22, 2001), 10th Dist. No. 00AP-797 (quoting *McCoy v. WGN Continental Broadcasting Co.* (C.A.7, 1992), 957 F.2d 368, 373). See also *Kundtz v. AT&T Solutions, Inc.*, 10th Dist. No. 05AP-1045,

2007-Ohio-1462, ¶37 ("[I]n order to discredit the employer's proffered reason, a plaintiff cannot simply show that the employer's decision was wrong or mistaken, 'since the factual dispute at issue is whether discriminatory animus motivated the employer, not whether the employer is wise, shrewd, prudent, or competent.' ") (quoting *Fuentes v. Perskie* (C.A.3, 1994), 32 F.3d 759, 765). Consequently, in order to avoid summary judgment, the plaintiff must provide more than a simple denial of the conduct giving rise to the discharge. The plaintiff must present evidence creating a material dispute as to the employer's honest belief in its proffered legitimate, nondiscriminatory reason. *Joostberns v. United Parcel Servs., Inc.* (C.A.6, 2006), 166 Fed.Appx. 783, 791 ("An employee's bare assertion that the employer's proffered reason has no basis in fact is insufficient to call an employer's honest belief into question, and fails to create a genuine issue of material fact."); *Pugh v. Attica* (C.A.7, 2001), 259 F.3d 619, 627 (holding that the plaintiff could not simply assert that he did not misappropriate funds, he had to present evidence creating a material dispute as to the employer's honest belief that he had mishandled funds). See also *Ullmann v. State*, 10th Dist. No. 03AP-184, 2004-Ohio-1622, ¶33 (" '[T]he existence of competing evidence about the objective correctness of a fact underlying a defendant's proffered explanation does not in itself make reasonable an inference that the defendant was not truly motivated by its proffered justification.' ") (quoting *Little v. Republic Refining Co.* (C.A.5, 1991), 924 F.2d 93, 97). Wigglesworth fails to direct this court to any such evidence.

{¶20} Next, Wigglesworth asserts that the last two reasons proffered for his discharge are pretextual because his "job was intense and required a strong personality to make things happen to satisfy the customer and meet deadlines if at all possible."

Appellant's brief at 24. Essentially, Wigglesworth cites the pressures and demands of his job as an excuse for his negative attitude and behavior towards his co-workers. Wigglesworth apparently believes that accomplishing customer satisfaction necessitated his disrespectful treatment of his co-workers. We decline to second-guess defendants' discretionary decision that it did not. *Ullmann* at ¶39 ("[C]ourts do not sit as a 'super-personnel department that reexamines an entity's business decisions.' ") (quoting *Elrod v. Sears, Roebuck & Co.* (C.A.11, 1991), 939 F.2d 1466, 1470).

{¶21} Wigglesworth next contends that he showed pretext by presenting evidence that Skidmore praised his stellar customer service skills in his 2005 and 2006 annual reviews. Pretext, however, " ' is not established by virtue of the fact that an employee has received some favorable comments in some categories or has, in the past, received some good evaluations.' " *Steward v. Sears Roebuck & Co.* (C.A.3, 2007), 231 F.Appx. 201, 210 (quoting *Ezold v. Wolf, Block, Schorr & Solis-Cohen* (C.A.3, 1992), 983 F.2d 509, 528). Equally unavailing is evidence of commendation in categories that the employer did not rely upon in deciding to discharge the employee. Id. See also *Koval v. Dow Jones & Co.* (C.A.6, 2004), 86 F.Appx. 61, 68 (" '[T]he fact that an employee does some things well does not mean that any reason given for his firing is a pretext for discrimination. * * * Unless he attacks the specific reasons given for a termination, a plaintiff who stresses evidence of satisfactory performance is simply challenging the wisdom of the employer's decision, which we have consistently refused to review.' ") (quoting *Anderson v. Stauffer Chem. Co.* (C.A.7, 1992), 965 F.2d 397, 403).

{¶22} Although Wigglesworth succeeded at pleasing Mettler Toledo's customers, defendants did not discharge him because of his customer service. Consequently, the

glowing comments regarding customer service in Wigglesworth's 2005 and 2006 annual reviews do not demonstrate pretext.

{¶23} Wigglesworth also contends that defendants' failure to follow the progressive discipline policy shows pretext. According to the employee handbook, Mettler Toledo uses progressive discipline in "many situations involving less serious work rule violations." The progressive discipline policy calls for three levels of warnings prior to dismissal. Defendants did not employ progressive discipline before firing Wigglesworth.

{¶24} This court has previously held that a plaintiff may establish pretext by demonstrating that an employer applied company policy differently in disciplining similarly-situated employees. *Russell v. United Parcel Serv.* (1996), 110 Ohio App.3d 95, 102. However, an employer's complete failure to follow internal policy does not necessarily suggest that the substantive reasons the employer gave for its employment decision were pretextual. *Berry v. T-Mobile USA, Inc.* (C.A.10, 2007), 490 F.3d 1211, 1222; *White v. Columbus Metro. Housing Auth.* (C.A.6, 2005), 429 F.3d 232, 246. Generally, deviance from a progressive discipline policy does not indicate pretext, especially when the employer warns an employee that it may disregard its policy if it chooses. *Fane v. Locke Reynolds, LLP* (C.A.7, 2007), 480 F.3d 534, 541.

{¶25} Here, Wigglesworth does not maintain that defendants applied the progressive discipline policy in a discriminatory manner. Instead, he asserts that defendants' failure to subject him to progressive discipline implies that their motive for discharging him was age discrimination. However, nothing required defendants to use progressive discipline before terminating Wigglesworth's employment. Wigglesworth signed a form acknowledging that Mettler Toledo management could at any time modify,

withdraw, or disregard the company's personnel policies, which include the progressive discipline policy. Absent evidence that defendants ignored mandatory procedures or applied company policy differently to similarly-situated employees, we conclude that defendants' disregard of the progressive discipline policy is not evidence of pretext.

{¶26} Along with the lack of progressive discipline, Wigglesworth makes much of his allegations that defendants neither counseled him regarding performance issues, offered him additional training, nor advised him that his performance needed to change. In essence, Wigglesworth sees pretext in defendants' alleged failure to intervene once they discerned problems in Wigglesworth's job performance. Wigglesworth, however, ignores that in his last two annual reviews, Skidmore identified Wigglesworth's performance issues and implored Wigglesworth to change. In the last annual review, Skidmore admonished Wigglesworth that he needed to start working collaboratively, because "there is no room for individuals on our team." In other words, Skidmore warned Wigglesworth that he faced serious consequences if he did not address his performance problems.

{¶27} Moreover, this is not a case where an exemplary employee suddenly transformed into an unsatisfactory employee. The reasons defendants cited for discharging Wigglesworth arose from long-standing, well-documented performance issues. Therefore, we find no evidence of pretext in defendants' treatment of Wigglesworth prior to his termination.

{¶28} Finally, Wigglesworth maintains that he established pretext by demonstrating that two younger, similarly-situated co-workers were not discharged, even though they performed as deficiently as he did. To establish pretext through comparison

to a similarly-situated co-worker, the co-worker " '[m]ust have dealt with the same supervisor, have been subject to the same standards and have engaged in the same conduct without such differentiating or mitigating circumstances that would distinguish their conduct or the employer's treatment of them for it.' " *Sweet v. Abbott Foods, Inc.*, 10th Dist. No. 04AP-1145, 2005-Ohio-6880, ¶38 (quoting *Hapner v. Tuesday Morning, Inc.*, 2d Dist. No. 19395, 2003-Ohio-781, ¶118).

{¶29} Wigglesworth first points to Bell, a supervisor in the vehicle scales department, and claims that Bell often failed to communicate production information to the employees who reported to him. Defendants discharged Wigglesworth for hoarding information, but they retained Bell, even though he also failed to adequately communicate. However, unlike Wigglesworth, Bell did not resist change or exhibit a negative attitude and behavior. These differences distinguish Bell from Wigglesworth, and they preclude any meaningful comparison.

{¶30} Similarly, Wigglesworth cannot prove pretext by comparing himself to the second co-worker he identified—Skidmore. According to Wigglesworth, Skidmore was responsible for ensuring that the electronic scheduling board functioned properly. When Skidmore failed to meet this responsibility, defendants did not terminate his employment. As an initial matter, we do not see how Wigglesworth's conduct equates to Skidmore's conduct. Defendants did not terminate Wigglesworth's employment because the electronic scheduling board malfunctioned. Defendants discharged Wigglesworth for clinging to his whiteboard to communicate shipping information, instead of embracing the new technology. Additionally, the record contains no evidence that Skidmore hoarded information or demeaned and disrespected his co-workers, as Wigglesworth did.

Therefore, Skidmore is not similarly situated to Wigglesworth, and a comparison between the two does not establish pretext.

{¶31} In sum, Wigglesworth failed to discredit the legitimate, nondiscriminatory reasons defendants offered. Without evidence of pretext, we conclude that the trial court did not err in granting defendants' summary judgment on Wigglesworth's age discrimination claim. Accordingly, we overrule the first assignment of error.

{¶32} By his second assignment of error, Wigglesworth argues that the trial court erred in granting Mettler Toledo summary judgment on his claim for unpaid compensation. We disagree.

{¶33} Mettler Toledo instituted a "Performance Dividend Award Program," whereby employees could earn a cash award if their team met or exceeded annual financial targets. The performance dividend awards did not replace an employee's compensation, but constituted an incentive that Mettler Toledo added to each participating employee's wage or salary payment. A "Program Overview" brochure prepared by Mettler Toledo addressed whether an employee who left Metter Toledo during the year would receive an award:

> Terminating employees will normally forfeit any award for the year in which they terminate. If they leave because of permanent disability, lay-off, or retirement under Mettler Toledo's pension plan, their year-end award will be based on the actual date on which they leave the company. In the case of death, the individual's estate will receive any award due the employee for their period of participation. If an employee should terminate after December 31st, but before the program payout in January, the amount they earned will be sent to them as a special check on the normal payment date.

Because Mettler Toledo terminated Wigglesworth's employment in October 2007, he did not receive a performance dividend award for 2007.

{¶34} Wigglesworth claims that he has a right to a performance dividend award for the portion of 2007 that he worked at Mettler Toledo. Wigglesworth, however, fails to specify the cause of action he is asserting to recover the performance dividend award. Because Wigglesworth argues that the performance dividend program is not a contract, we must presume that he is not advancing a breach of contract claim. Consequently, we are left with promissory estoppel—an equitable remedy that allows a wronged party to recover for a breach of a promise when a contract does not exist. *Olympic Holding Co. L.L.C. v. ACE Ltd.*, 122 Ohio St.3d 89, 2009-Ohio-2057, ¶39-40.

{¶35} In order to succeed on a claim for promissory estoppel:

> " 'The party claiming the estoppel must have relied on conduct of an adversary in such a manner as to change his position for the worse and that reliance must have been reasonable in that the party claiming estoppel did not know and could not have known that its adversary's conduct was misleading.' "

Id. at ¶39 (quoting *Shampton v. Springboro*, 98 Ohio St.3d 457, 2003-Ohio-1913, ¶34, which quoted *Ohio State Bd. of Pharmacy v. Frantz* (1990), 51 Ohio St.3d 143, 145). The elements necessary to prove a claim for promissory estoppel are: (1) a clear, unambiguous promise, (2) the person to whom the promise is made relies on the promise, (3) reliance on the promise is reasonable and foreseeable, and (4) the person claiming reliance is injured as a result of reliance on the promise. *Pappas v. Ippolito*, 177 Ohio App.3d 625, 2008-Ohio-3976, ¶55.

{¶36} Here, the record does not contain evidence establishing a clear, unambiguous promise of a performance dividend award. According to the terms of the performance dividend award program, employees who leave Mettler Toledo during the year will only receive an award if their employment ends due to permanent disability, lay-

off, retirement under Mettler Toledo's pension plan, or death. Consequently, Mettler Toledo's promise to pay its employees an annual performance dividend award did not extend to employees such as Wigglesworth, whose employment ended due to discharge. Absent a clear, unambiguous promise, Wigglesworth's promissory estoppel claim fails. Accordingly, we overrule Wigglesworth's second assignment of error.

{¶37} For the foregoing reasons, we overrule Wigglesworth's two assignments of error, and we affirm the judgment of the Franklin County Court of Common Pleas.

Judgment affirmed.

TYACK, P.J., and McGRATH, J., concur.