

7. John Jacobs, the owner of Sataria Distribution and Packaging, met with Mark Hinkel in August 2005 to discuss the possibility that Hinkel might go to work
-

for Sataria instead of continuing to work for the two companies that employed him. Although Jacobs offered Hinkel a job with Sataria, Hinkel had reservations. According to Hinkel, Jacobs told him, "Mark, are you worried that I'll f\*\*\* you? If so, and things don't work, I'll pay you one year's salary and cover your insurance for one year as well. But let me make it clear, should you decide this is not for you, and you terminate your own employment, then the agreement is off." Jacobs later sent Hinkel the following written job offer:

Dear Mark,

This is written as an offer of employment. The terms are as described below:

1. Annual Compensation: \$120,000
2. Work Location: Belmont Facility
3. Initial Position: Supervisor Receiving Team
4. Start Date: 08/19/2005
5. Paid Vacation: To be determined
6. Health Insurance: Coverage begins 09/01/2005 pending proper enrollment submission

Please sign and return.

Hinkel signed the offer, returned it to Jacobs, and resigned from his two other jobs. He began working at Sataria in September 2005. Hinkel claimed in the lawsuit referred to later that Jacobs reiterated the above-noted severance promise in November 2005. Sataria terminated Hinkel's employment on January 23, 2006. Thereafter, Sataria paid Hinkel six weeks of severance compensation. Hinkel sued Sataria for breach of contract, claiming that Sataria owed him the full severance package that Jacobs promised him in August and again in November. The trial court granted Sataria's motion for summary judgment. Was the court correct in doing so?