

IN THE COURT OF APPEALS OF IOWA

No. 6-325 / 05-1530

Filed June 28, 2006

ANKINEEDU KAVURU,
Plaintiff-Appellant,

vs.

CEDAR VALLEY MEDICAL CLINIC, P.C.,
Defendant-Appellee.

Appeal from the Iowa District Court for Black Hawk County, James C. Bauch, Judge.

Dr. Ankineedu Kavuru appeals from the district court's order granting summary judgment in favor of Cedar Valley Medical Clinic, P.C. on his breach of contract claim. **AFFIRMED.**

Gene Yagla of Yagla, McCoy & Riley, Waterloo, for appellant.

John R. Walker Jr. and John Wood of Beecher, Field, Walker, Morris, Hoffman & Johnson, P.C., Waterloo, for appellee.

Considered by Huitink, P.J., and Vaitheswaran and Eisenhauer, JJ.

EISENHAUER, J.

Dr. Ankineedu Kavuru appeals from the district court's order granting summary judgment in favor of Cedar Valley Medical Clinic, P.C. on his breach of contract claim. He contends the court erred in granting summary judgment because a genuine issue of material fact is present. He further contends the court erred in concluding his damages were speculative in nature. We review these claims for errors at law. *Sain v. Cedar Rapids Cmty. Sch. Dist.*, 626 N.W.2d 115, 121 (Iowa 2001).

In a breach-of-contract claim, the claimant must prove (1) the existence of a contract, (2) the terms and conditions of the contract, (3) he has performed all the terms and conditions required under the contract, (4) the defendant's breach of the contract in some particular way, and (5) damages as a result of the breach. *Molo Oil Co. v. River City Ford Truck Sales, Inc.*, 578 N.W.2d 222, 224 (Iowa 1998). In granting summary judgment, the court stated:

The defendants have submitted excellent briefs on their points and Dr. Kavuru's deposition, frankly, does not seem to leave any real factual issues concerning a breach of contract. Even if there could have been some showing of a breach of contract, based upon the depositions and affidavits, there could not be any rational showing of damages other than pure speculation.

Upon review of the record, we conclude Kavuru has failed to even allege a breach of any particular term of his contract with Cedar Valley Medical Clinic. His petition merely alleges a breach of fiduciary and contractual obligations without specificity. His brief on appeal urges genuine issues of fact exist. He argues generally that he was not treated fairly by the defendant. Kavuru complains Cedar Valley Medical Clinic failed to ensure referrals of patients were fairly distributed in accordance with its stated philosophy in its by-laws. He refers

to the following language in the by-laws: “[T]here is a need to focus the department toward a group culture of sharing.” However, nothing in Kavuru’s employment contract sets forth any such obligation. We cannot find how Kavuru has raised a genuine issue of material fact to establish a breach of his employment contract with the defendant.

Accordingly, we find no error in the district court’s grant of summary judgment in favor of Cedar Valley Medical Clinic and affirm.

AFFIRMED.