

NOT RECOMMENDED FOR FULL-TEXT PUBLICATION

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No. 08-5602

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

FLOYD KYES,)	
)	
Plaintiff/Counter Defendant - Appellant,)	
)	
v.)	ON APPEAL FROM THE UNITED
)	STATES DISTRICT COURT FOR THE
BASKIN AUTO TRUCK & TRACTOR, INC.;)	WESTERN DISTRICT OF TENNESSEE
DONALD BASKIN, Sr., Individually,)	
)	
Defendants/CounterPlaintiffs - Appellees.)	

Before: MARTIN and COOK, Circuit Judges; WATSON, District Judge.*

COOK, Circuit Judge. Plaintiff-appellant Floyd Kyes, of New York, brings this contract action, arising out of the purchase of a 1988 Mack Superliner truck, against Baskin Auto Truck & Tractor, Inc. (“Baskin”), of Tennessee. He alleges violation of the Federal Odometer Act, 49 U.S.C. §§ 32701, et seq., fraudulent and negligent misrepresentation, breach of contract, and detrimental reliance, and seeks rescission and damages. The district court granted summary judgment to Baskin on all claims, including Baskin’s counterclaim for reasonable attorney’s fees, in orders dated June 25 and December 12, 2007, and April 10, 2008. Because we find that the district court’s orders

* The Honorable Michael H. Watson, United States District Judge for the Southern District of Ohio, sitting by designation.

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carefully and correctly set out the facts and governing law, we adopt the reasoning of those three orders with regard to the issues before us, and affirm the court's judgments.