

Beware of Loose Employment Promises, Put It in Writing, and Watch for Deadlines!

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[A recent case serves as a good reminder for everyone involved in human resources and employment matters to be clear in communication and always act in a timely manner.](#)

Retired Judge Richard Posner is a legal legend. He served for 36 years on the U.S. Court of Appeals for the Seventh Circuit, has written 33 books and numerous articles, is the subject of full-length biographies, and is the [most cited legal scholar](#) of all-time. After his 2017 retirement, Judge Posner created the nonprofit “Posner Center of Justice for Pro Se’s,” a center to help people involved in litigation who are not represented by counsel (usually because they could not afford it).

And unfortunately for Judge Posner, he now finds himself as a defendant in what is essentially a breach of contract case for unpaid salary. The case, *Vukadinovich v. Posner*, which is pending in the United States District Court for the Northern District of Indiana, was brought by Brian Vukadinovich, a retired schoolteacher. Judge Posner offered him an unpaid advisory role with the Posner Center and later suggested he become the Executive Director whereby he would “eventually” receive a “substantial salary.” According to Mr. Vukadinovich, that salary was first mentioned to be \$80,000 and later “orally amended” to be \$120,000. Payment would be delayed for at least a year.

A dispute quickly arose whether there had ever been an actual promise to pay Mr. Vukadinovich (i.e. an enforceable contract) and, if so, in what amount. Further complicating matters, Judge Posner told Mr. Vukadinovich that he had been diagnosed with Alzheimer’s. Mr. Vukadinovich resigned in May 2019, and the Posner Center ceased operating in July 2019.

Mr. Vukadinovich waited until November 2020 to demand payment of \$120,000 based on the alleged oral contract. In February 2022 he sent a formal demand letter to Judge Posner and proceeded to file suit for breach of contract on May 5, 2022. Litigation has been proceeding since then. On October 4, 2024, Judge Posner’s counsel filed a motion for summary judgment and argued that judgment must be granted in favor of Judge Posner and the case dismissed because Mr. Vukadinovich waited too long to sue under Indiana law and the claim was barred by the Indiana statute of frauds because the purported oral agreement could not be performed within one year. Mr. Vukadinovich will respond, and the court will then decide whether the case will end or continue, possibly even to trial.

How is this relevant in day-to-day employment matters?

First, even the very best minds sometimes make “loose” promises. How many times have employers heard complaints from employees about alleged promises of salary increases or promotions? Judge Posner’s case demonstrates yet again the importance of being clear in communication and, ideally, to put things in writing. Employers will relish having things clear when, perhaps years after the fact, employees try to argue something different was promised — or maybe even file a lawsuit.

Second, always remember that statutes of limitations — whether set forth in law or company policy — are powerful tools. Review your policies to see whether clear deadlines are set for reporting claims, filing a grievance or any other matter where prompt reporting is important. And, if the employee files a charge of discrimination or sues, check to see whether the employee met the deadline for bringing the case.

The moral of the story remains — as it often does in employee matters — be clear, put it in writing, and be prompt.

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National Law Review, Volume XIV, Number 302

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