

# UNITED STATES COURT OF APPEALS FOR THE SIXTH CIRCUIT

## April Ryniewicz v. Clarivate Analytics

No. 19-1161, United States Court of Appeals for the Sixth Circuit (March 9, 2020)

### SUMMARY

The Sixth Circuit affirmed dismissal of a former employee's breach-of-contract and defamation claims against Clarivate Analytics. Under Pennsylvania law, the retention agreement expressly permitted at-will termination, and the plaintiff failed to satisfy conditions precedent (e.g., no sale occurred, no separation agreement executed), so no payments were due. The defamation claim under Michigan law failed because the allegedly defamatory statements were not shown to be materially false, were protected by qualified privilege (e.g., statements to potential buyers or during an internal investigation), and lacked required specificity as to the exact language, publisher, and fault.

### CASE DETAILS

|                       |                                                                                                                                                                    |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COURT                 | United States Court of Appeals for the Sixth Circuit                                                                                                               |
| WRITING FOR THE COURT | Boggs; Suhrheinrich; White                                                                                                                                         |
| JURISDICTION          | Federal                                                                                                                                                            |
| DECIDED               | March 9, 2020                                                                                                                                                      |
| DOCKET                | 19-1161                                                                                                                                                            |
| DISPOSITION           | affirmed                                                                                                                                                           |
| PROCEDURAL POSTURE    | Appeal from the United States District Court for the Eastern District of Michigan's order granting the defendant's motion to dismiss for failure to state a claim. |
| STANDARD OF REVIEW    | De novo review of the district court's grant of a Rule 12(b)(6) motion to dismiss.                                                                                 |
| PRECEDENTIAL VALUE    | unpublished                                                                                                                                                        |
| PARTIES               | April Ryniewicz v. Clarivate Analytics                                                                                                                             |

### TOPICS

[breach of contract](#) [defamation](#) [motions to dismiss](#) [standard of review](#) [appellate procedure](#)

### PRACTICE AREAS

[Contract Law](#) [Torts - Defamation](#)

## QUESTIONS PRESENTED

1. Whether the district court properly dismissed Ryniewicz's breach of contract claim for failure to state a claim.
2. Whether the district court properly dismissed Ryniewicz's defamation claim for failure to state a claim.

## HOLDINGS

1. The breach of contract claim fails because Ryniewicz failed to allege satisfaction of the conditions precedent for payments under the Retention Agreement, including the occurrence of a change in control, continued employment through the transition period, and execution of a separation agreement and release. The termination without cause did not constitute a breach as the agreement explicitly allowed at-will termination.
2. The defamation claim fails because Ryniewicz did not allege the statements were false, did not provide sufficient specificity, and the statements were protected by qualified privilege.

## KEY QUOTATIONS

*"To survive a motion to dismiss, a complaint must contain sufficient factual matter, accepted as true, to 'state a claim to relief that is plausible on its face.'" (2)*

*"a defamation plaintiff must plead with specificity who published the defamatory statement, when it was published, and, most importantly, a plaintiff must identify the precise materially false statement published." (10)*

## FACTUAL BACKGROUND

Ryniewicz was employed by Thomson Reuters and later became Finance Director for Clarivate's Master Data Center after a sale. In September 2017, Clarivate offered her a Retention Agreement with incentives for her participation in a potential sale of the Master Data Center. In December 2017, an accounting discrepancy of \$12 million was discovered, and Ryniewicz was accused of embezzlement. She was placed on administrative leave, and the sale was aborted. She was terminated in January 2018 without cause and did not receive payments under the Retention Agreement. She sued for breach of contract and defamation.

## PROCEDURAL HISTORY

Ryniewicz filed a complaint in the Eastern District of Michigan alleging breach of contract and defamation against her former employer, Clarivate Analytics. The district court granted Clarivate's motion to dismiss. Ryniewicz appealed.

## DISPOSITION

affirmed

## CASES CITED

- *Nathaniel Brent v. Wayne Cty. Dep't of Human Servs., Brent v. Wayne Cty. Dep't of Human Servs.*, 901 F.3d 656, 675–76 (6th Cir. 2018)
- *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009)
- *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007)
- *Keys v. Humana, Inc.*, 684 F.3d 605, 608 (6th Cir. 2012)
- *U.S. Postal Serv. v. Nat'l Ass'n of Letter Carriers, AFL–CIO*, 330 F.3d 747, 750 (6th Cir. 2003)
- *Luis v. Zang*, 833 F.3d 619, 626 (6th Cir. 2016)
- *Kreipke v. Wayne State Univ.*, 807 F.3d 768, 774 (6th Cir. 2015)
- *McLaughlin v. Gastrointestinal Specialists, Inc.*, 750 A.2d 283, 287 (Pa. 2000)
- *Himmel v. Ford Motor Co.*, 342 F.3d 593, 598 (6th Cir. 2003)
- *Bank of New York v. Janowick*, 470 F.3d 264, 272 (6th Cir. 2006)
- *Smith v. Anonymous Joint Enter.*, 793 N.W.2d 533, 540 (Mich. 2010)
- *Mitan v. Campbell*, 706 N.W.2d 420, 421 (Mich. 2005)
- *Lakin v. Rund*, 896 N.W.2d 76, 78–85 (Mich. Ct. App. 2016)
- *Taylor v. Kneeland*, 1 Doug. 67, 72 (Mich. 1843)
- *Ghanam v. Does*, 845 N.W.2d 128, 142 (Mich. Ct. App. 2014)
- *Gonyea v. Motor Parts Fed. Credit Union*, 480 N.W.2d 297, 299 (Mich. Ct. App. 1991)
- *Ledl v. Quik Pik Food Stores, Inc.*, 349 N.W.2d 529, 532 (Mich. Ct. App. 1984)
- *Rouch v. Enquirer & News of Battle Creek Michigan*, 487 N.W.2d 205, 220 (Mich. 1992)
- *MacGriff v. Van Antwerp*, 41 N.W.2d 524, 526 (Mich. 1950)
- *Nichols v. Moore*, 477 F.3d 396, 399 (6th Cir. 2007)
- *Fisher v. Detroit Free Press, Inc.*, 404 N.W.2d 765, 767 (Mich. 1987)
- *Bufalino v. Maxon Bros.*, 117 N.W.2d 150, 156–57 (Mich. 1962)
- *Dadd v. Mount Hope Church*, 780 N.W.2d 763, 767 (Mich. 2010)
- *DeCoe v. Gen. Motors Corp.*, 32 F.3d 212, 217 (6th Cir. 1994)
- *Merritt v. Detroit Memorial Hosp.*, 265 N.W.2d 124, 127 (Mich. 1978)
- *Rondigo, L.L.C. v. Twp. of Richmond*, 522 F. App'x 283, 287 (6th Cir. 2013)
- *Tumbarella v. The Kroger Co.*, 271 N.W.2d 284, 289 (Mich. Ct. App. 1978)
- *Patillo v. Equitable Life Assurance Soc'y of U.S.*, 502 N.W.2d 696, 699 (Mich. Ct. App. 1992)
- *Peisner v. Detroit Free Press, Inc.*, 266 N.W.2d 693, 698 (Mich. Ct. App. 1978)
- *Peterfish v. Frantz*, 424 N.W.2d 25, 30 (Mich. Ct. App. 1988)
- *Linebaugh v. Sheraton Mich. Corp.*, 497 N.W.2d 585, 588 (Mich. Ct. App. 1993)
- *Am. Transmission, Inc. v. Channel 7 of Detroit, Inc.*, 609 N.W.2d 607, 611 (Mich. Ct. App. 2000)
- *Hawkins v. Mercy Health Servs., Inc.*, 583 N.W.2d 725, 732 (Mich. Ct. App. 1998)
- *Chandler v. Jones*, 813 F.2d 773, 777 (6th Cir. 1987)