

COURT OF APPEALS OF OHIO, EIGHTH APPELLATE DISTRICT,
CUYAHOGA COUNTY

Joy v. MetroHealth Sys.

2026-Ohio-1557 · No. 115437 · Decided April 30, 2026

SUMMARY

The Ohio Eighth District Court of Appeals affirmed judgment on the pleadings dismissing Matthew Joy’s claims against The MetroHealth System for breach of contract and wrongful termination in violation of public policy. The court held that MetroHealth’s reappointment letter and internal reporting policy did not create an employment contract altering Joy’s presumed at-will status. The court also held that Joy failed to plead the clarity element of a public-policy wrongful-termination claim because he did not identify specific constitutional, statutory, regulatory, or common-law sources of the asserted public policy.

CASE DETAILS

COURT	Court of Appeals of Ohio, Eighth Appellate District, Cuyahoga County
WRITING FOR THE COURT	Emmanuella D. Groves, Presiding Judge; Anita Laster Mays, Judge; Timothy W. Clary, Judge
JURISDICTION	Court of Appeals of Ohio, Eighth Appellate District, Cuyahoga County
DECIDED	April 30, 2026
DOCKET	115437
DISPOSITION	affirmed
PROCEDURAL POSTURE	Plaintiff appealed from the Cuyahoga County Court of Common Pleas' grant of defendant's Civ.R. 12(C) motion for judgment on the pleadings and dismissal with prejudice of claims for breach of contract and wrongful termination in violation of public policy.
STANDARD OF REVIEW	De novo review applies to a Civ.R. 12(C) motion for judgment on the pleadings because the motion presents questions of law and tests the legal sufficiency of the claims.
PRECEDENTIAL VALUE	published
PARTIES	Matthew Joy v. The MetroHealth System dba MetroHealth Medical Center

TOPICS

motion for judgment on the pleadings

wrongful termination

employment at-will

breach of contract

appellate procedure

PRACTICE AREAS

civil procedure

employment law

contracts

QUESTIONS PRESENTED

1. Whether the pleadings and attached documents established or sufficiently alleged an employment contract that altered Joy's at-will employment and supported his breach-of-contract claim.
2. Whether Joy sufficiently pleaded the clarity element of a wrongful-termination-in-violation-of-public-policy claim by identifying a specific source of clear public policy.
3. Whether Joy could raise a promissory-estoppel theory for the first time on appeal.

HOLDINGS

1. The complaint and documents attached to the pleadings did not establish an employment contract between Joy and MetroHealth. The Reporting Policy was a unilateral statement of rules and policies, and the Reappointment Letter addressed clinical privileges without creating contractual employment terms or manifesting mutual assent to alter at-will employment.
2. Joy failed to plead the clarity element because he did not identify a specific provision of a federal or state constitution, statute, administrative regulation, or common law establishing the alleged public policy against retaliation for reporting patient-safety concerns or concerning the furnishing of anesthesia.
3. Joy waived appellate review of a promissory-estoppel theory because he did not raise that claim or argument in the trial court.

KEY QUOTATIONS

“A motion for judgment on the pleadings only presents questions of law and tests “the legal sufficiency of the claims asserted.”” (¶ 5)

“In ruling on a Civ.R. 12(C) motion, the court is restricted to the allegations in the pleadings and any writings attached as exhibits to the pleadings.” (¶ 7)

“Generally, employee handbooks, manuals, and policies will not affect at-will employment, do not constitute an employment contract, and are insufficient, by themselves, to create a contractual obligation upon an employer.” (¶ 40)

“to satisfy the clarity element of a claim of wrongful discharge in violation of public policy, a terminated employee must articulate a clear public policy by citation to specific provisions in the federal or state constitution, federal or state statutes, administrative rules and regulations, or common law.” (¶ 54)

FACTUAL BACKGROUND

Matthew Joy, an anesthesiologist who worked for MetroHealth for more than 23 years, alleged that MetroHealth terminated him in June 2023 after he reported patient-safety concerns and alleged violations of protocols. He claimed that a March 2022 employment renewal, MetroHealth's handbook, and its Reporting Policy formed an employment contract and prohibited retaliation. The renewal letter addressed reappointment and clinical privileges, while the Reporting Policy prohibited retaliation against workforce members who reported suspected wrongdoing in good faith but did not promise continued employment or specify termination procedures.

PROCEDURAL HISTORY

Matthew Joy filed a two-count complaint against MetroHealth alleging breach of contract and wrongful termination in violation of public policy. MetroHealth answered, denied that an employment contract existed, and moved for judgment on the pleadings. The trial court granted the motion and dismissed the complaint with prejudice. The Eighth District affirmed.

DISPOSITION

affirmed

CASES CITED

- Garrett v. Cuyahoga Cty., 2022-Ohio-2770, ¶ 27 (8th Dist.)
- Lycan v. Cleveland, 2019-Ohio-3510, ¶¶ 32-33 (8th Dist.)
- Cleveland Town Ctr., L.L.C. v. Fin. Exchange Co. of Ohio, Inc., 2017-Ohio-384, ¶ 21 (8th Dist.)
- Crenshaw v. Howard, 2022-Ohio-3914, ¶ 13 (8th Dist.)
- Edwards v. Kelley, 2021-Ohio-2933, ¶¶ 7-9
- Rowe v. Hoist & Crane Serv. Group, 2022-Ohio-3130, ¶¶ 20-21, 24 (8th Dist.)
- New Riegel Local School Dist. Bd. of Edn. v. Buehrer Group Architecture & Eng., Inc., 2019-Ohio-2851, ¶ 8
- Rayess v. Edn. Comm. for Foreign Med. Graduates, 2012-Ohio-5676, ¶ 18
- Schmitt v. Educational Serv. Ctr., 2012-Ohio-2210, ¶ 9 (8th Dist.)
- Koz v. Newburgh Hts., 2025-Ohio-1555, ¶ 5 (8th Dist.)
- State ex rel. Ware v. Booth, 2024-Ohio-2102, ¶ 5
- Francis v. Northeast Ohio Neighborhood Health Servs., 2021-Ohio-3928, ¶ 12 (8th Dist.)
- Tuleta v. Med. Mut. of Ohio, 2014-Ohio-396, ¶ 28 (8th Dist.)
- Mundy v. Golightly, 2022-Ohio-83, ¶ 8
- Torrance v. Rom, 2020-Ohio-3971, ¶ 56 (8th Dist.)
- State ex rel. Midwest Pride IV, Inc. v. Pontious, 75 Ohio St.3d 565, 570 (1996)
- Jordan v. Giant Eagle Supermarket, 2020-Ohio-5622, ¶ 45 (8th Dist.)
- Garofalo v. Chicago Title Ins. Co., 104 Ohio App.3d 95, 108 (8th Dist. 1995)
- Kostelnik v. Helper, 2002-Ohio-2985, ¶ 16
- Perlmutter Printing Co. v. Strome, Inc., 436 F. Supp. 409, 414 (N.D. Ohio 1976)
- Episcopal Retirement Homes, Inc. v. Ohio Dept. of Indus. Relations, 61 Ohio St.3d 366, 369 (1991)

- Galgoczy v. Chagrin Falls Auto Parts, 2010-Ohio-4684, ¶ 4 (8th Dist.)
- Brunaugh v. Anomatic Corp., 2025-Ohio-4833, ¶ 15 (5th Dist.)
- Strasser v. Fortney & Weygandt, 2001 Ohio App. LEXIS 5738, *6 (8th Dist. Dec. 20, 2001)
- Evans v. Med. Mut. of Ohio, 2001 Ohio App. LEXIS 1148, *10 (8th Dist. Mar. 15, 2001)
- Clayton v. Cleveland Clinic Found., 2015-Ohio-1547, ¶ 11 (8th Dist.)
- Fennessey v. Mt. Carmel Health Sys., 2009-Ohio-3750, ¶ 18 (10th Dist.)
- Tohline v. Cent. Trust Co., N.A., 48 Ohio App.3d 280, 282 (1st Dist. 1988)
- Ney v. May Eng. Co. LLC, 2025-Ohio-5081, ¶ 66 (7th Dist.)
- House v. Iacovelli, 2020-Ohio-435, ¶ 11
- Greeley v. Miami Valley Maintenance Contrs., 49 Ohio St.3d 228 (1990)
- Sullivan v. Walsh Jesuit High School, 2024-Ohio-2437, ¶ 14 (9th Dist.)
- Haynes v. Zoological Soc. of Cincinnati, 73 Ohio St.3d 254, 258 (1995)
- Miracle v. Ohio Dept. of Veterans Servs., 2019-Ohio-3308, ¶ 12
- Collins v. Rizkana, 73 Ohio St.3d 65, 70 (1995)
- Dohme v. Eurand Am., Inc., 2011-Ohio-4609, ¶¶ 23-24
- Logan v. Champaign Cty. Bd. of Elections, 2025-Ohio-297, ¶¶ 31, 37 (2d Dist.)
- Creveling v. Lakepark Indus. Inc., 2021-Ohio-764, ¶ 52 (6th Dist.)

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