

TH 08-0273-C Y/H Rodriguez v Parsons
Judge Richard L. Young

Signed on 10/14/08

NOT INTENDED FOR PUBLICATION IN PRINT

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
TERRE HAUTE DIVISION

LAURA RODRIGUEZ,)	
)	
Plaintiff,)	
vs.)	NO. 2:08-cv-00273-RLY-WGH
)	
PARSONS INFRASTRUCTURE &)	
TECHNOLOGY GROUP, INC.,)	
SHAW ENVIRONMENTAL AND)	
INFRASTRUCTURE, INC.,)	
)	
Defendants.)	

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
TERRE HAUTE DIVISION

LAURA RODRIGUEZ,)
Plaintiff,)
)
vs.) 2:08-cv-00273-RLY-WGH
)
PARSONS INFRASTRUCTURE &)
TECHNOLOGY GROUP, INC. and SHAW)
ENVIRONMENTAL AND)
INFRASTRUCTURE, INC.,)
Defendants.)

ENTRY ON DEFENDANTS' JOINT MOTION TO DISMISS UNDER RULE 12(B)(6)

Plaintiff, Laura Rodriguez (“Plaintiff”), filed a complaint against Parsons Infrastructure & Technology Group, Inc. (“Parsons”) and Shaw Environmental and Infrastructure, Inc. (“Shaw”) (collectively, “Defendants”) alleging tortious interference with a contractual relationship. Defendants now move the court to dismiss Plaintiff’s complaint, with prejudice, for failure to state a claim under Fed. R. Civ. P. 12(b)(6). Defendants also request an award of costs and attorney fees. For the foregoing reasons, Defendants’ Joint Motion to Dismiss is **GRANTED IN PART** and **DENIED IN PART**.

I. Background

Plaintiff filed a Complaint and Jury Request on July 11, 2008. (Docket # 1 (“Complaint”)). In pertinent part, Plaintiff alleges in her Complaint that:

4. For a period of time up to and including July 27, 2007, Rodriguez was employed by Alion Science and Technology Corporation (hereinafter “Alion”), working as a “laboratory manager” at the United States Army Chemical Agent Disposal facility in Newport, Indiana.
5. Prior to July 27, 2007, Parsons and Shaw, acting by and through

their respective employees, interfered with the contractual employment relationship between Rodriguez and Alion, causing Alion to terminate Rodriguez based on her gender and sexual orientation.

5.[sic]As a result of the actions of Parsons and Show, Rodriguez has sustained damages.

(*Id.*). Defendants argue that Plaintiff's action should be dismissed because she has failed to: (1) plead facts supporting the necessary elements of that cause of action; (2) provide fair notice to defendants as to the grounds upon which she relies to assert any such claim; and (3) show that it is plausible that she has any basis for relief.

II. Motion to Dismiss Standard

Rule 12(b)(6) of the Federal Rules of Civil Procedure authorizes the dismissal of claims for "failure to state a claim upon which relief may be granted." In order to survive a Rule 12(b)(6) motion, "the complaint need only contain a 'short and plain statement of the claim showing that the pleader is entitled to relief.'" *EEOC v. Concentra Health Servs.*, 496 F.3d 773, 776 (7th Cir. 2007). The language of Rule 12(b)(6) "impose[s] two easy-to-clear hurdles. First, the complaint must give the defendant fair notice of what the claim is and the grounds upon which it rests. Second, its allegations must plausibly suggest that the plaintiff has a right to relief, raising that possibility above a 'speculative level;' if they do not, plaintiff pleads itself out of court." *Id.* (citations omitted). In considering whether the plaintiff has in fact cleared these hurdles, the court draws all reasonable inferences in the plaintiff's favor and accepts as true all well-pled factual allegations. *Tomayo v. Blagojevich*, 526 F.3d 1074, 1081 (7th Cir. 2008); *Marshall v. Knight*, 445 F.3d 965, 969 (7th Cir. 2006).

Determining what allegations are necessary to show that recovery is plausible "will

depend on the type of case.” *Limestone Dev. Corp. v. Vill. Of Lemont, Ill.*, 520 F.3d 797, 803 (7th Cir. 2008). “If discovery is likely to be more than usually costly, the complaint must include as much factual detail and argument as may be required to show that the plaintiff has a plausible claim.” *Id.* at 804. Additionally, more complex litigation may require more factual allegations to show that relief is plausible. *Id.*

III. Discussion

Defendants primarily argue that Plaintiff’s claim should be dismissed because her Complaint does not meet the Indiana pleading requirements. To state a claim for tortious interference with a contract under Indiana law, “a plaintiff must allege (1) the existence of a valid and enforceable contract, (2) the defendant’s knowledge of the existence of the contract, (3) the defendant’s intentional inducement of breach of contract, (4) the absence of justification, and (5) damages resulting from the defendant’s wrongful inducement of the breach.” *Morgan Asset Holding Corp. v. CoBank*, 736 N.E.2d 1268, 1272 (Ind. Ct. App. 2000). However, “it is well settled that a federal court sitting in diversity applies federal pleading requirements ‘even when the claim pleaded arises under state rather than federal law.’” *Windy City Metal Fabricators & Supply, Inc. v. CIT Tech. Fin. Servs., Inc.*, 536 F.3d 663, 670 (7th Cir. 2008) (quoting *Muick v. Glenayre Elecs.*, 280 F.3d 741, 743 (7th Cir. 2002)).

Plaintiff will be required to establish all of the elements of tortious interference with a contract set forth in *Morgan Asset Holding Corp.* at trial. However, federal pleading standards do not require her to plead every element of her cause of action in the Complaint. *See Bennett v. Schmidt*, 153 F.3d 516, 518 (7th Cir. 1998). The relevant inquiry, therefore, is whether Plaintiff has provided fair notice to the Defendants and shown that it is plausible that she is entitled to

relief.

In her Complaint, Plaintiff states that Defendants “interfered with the contractual relationship between Rodriguez and Alion.” (Complaint ¶ 5). This provides Defendants with sufficient notice that Plaintiff’s claim is for tortious interference with a contract. However, beyond stating that Defendants acted by and through their respective employers, Plaintiff gives no indication of how Defendants allegedly interfered with her employment contract. Defendants have not received fair notice of the grounds upon which Plaintiff’s claim rests.

As discussed above, *supra* Part II, the factual detail required to show that the plaintiff has a plausible claim varies based on the complexity of the case and the cost of discovery. Defendants make no showing that Plaintiff’s claim is unusually complex or that discovery is likely to be more than usually costly, which would require Plaintiff to include as much factual detail and argument as possible. However, Plaintiff’s bare bones Complaint fails to meet even minimum standards for showing that her right to relief is plausible. Plaintiff includes no factual allegations to support her claim that Defendants’ interference with her contractual relationship with her employer caused her to lose her job. In fact, the Complaint alleges that Plaintiff was terminated based on her gender and sexual orientation. The Complaint as pleaded does not raise Plaintiff’s right to relief beyond a purely speculative level.

In her Complaint, Plaintiff fails to give Defendants fair notice of the grounds upon which her claims rests and demonstrate that it is plausible that she is entitled to relief. As such, Plaintiff’s claim must be dismissed. Defendants request that the court dismiss Plaintiff’s action with prejudice. However, as this is the first complaint filed by the Plaintiff, and Defendants make no compelling arguments as to why dismissal with prejudice is appropriate, the court sees

no reason to bar Plaintiff from filing a new complaint that does comport with the requirements of Rule 12(b)(6). Defendants also request that they be awarded costs and attorney fees, but they make no argument in support of that request. Accordingly, that request is denied.

IV. Conclusion

Defendants' Joint Motion to Dismiss (Docket # 15) is **GRANTED IN PART** and **DENIED IN PART**. Plaintiff's action is dismissed, but without prejudice. If Plaintiff wishes to re-file this action, she must do so within **30 DAYS** from the date of this entry.

Plaintiff is not required to pay costs or attorney fees.

SO ORDERED this 14th day of October 2008.

s/ *Richard L. Young*
RICHARD L. YOUNG, JUDGE
United States District Court
Southern District of Indiana

Electronic Copies To:

Robert F. Hunt
HUNT HASSLER & LORENZ LLP
hunt@huntlawfirm.net

Jan S. Michelsen
OGLETREE, DEAKINS, NASH, SMOAK & STEWART
jan.michelsen@odnss.com

Steven F. Pockrass
OGLETREE, DEAKINS, NASH, SMOAK & STEWART
steven.pockrass@ogletreedeakins.com

Candace S. Walker
OGLETREE, DEAKINS, NASH, SMOAK & STEWART
candace.walker@odnss.com