

## **Court Gives Green Light to Get Twitter Handle Back Via Replevin and Conversion**

(April 30, 2019) A former employee who renamed his Twitter handle so that users would be redirected to his new employer's site may be sued for conversion and replevin, a federal district court found.

Gregory Johnson was an employee of Farm Journal, Inc., an agricultural media company that publishes *The Packer* and *Produce Retail*. His duties included routinely updating *The Packer's* Twitter account with posts and links. He was hired away by the competing Blue Book Services, Inc. as its Director of Media Development. Apparently on his last day, he changed the handle of *The Packer's* Twitter account from "@gregofthepacker" to "@gregofthebluebook."

Farm Journal sued Johnson and Blue Book to have the Twitter account returned under theories of conversion and replevin. The defendants filed a motion to dismiss for failure to state a cause of action, which the court denied.

As to conversion, Johnson and Blue Book disputed that Farm Journal sufficiently alleged ownership and claimed that a Twitter account is not the type of property subject to conversion. The court in allowing the claim to proceed wrote, "intangible personal property such as a plaintiff's social media account may be the subject of a conversion claim if it can be used or appropriated in a way that excludes the plaintiff."

For replevin, the court found the complaint sufficiently alleged that Johnson was "wrongfully detaining the account" and denying Farm Journal immediate possession.

Changing the Twitter handle is not the only accusation of bad faith against Johnson. The lawsuit also alleges that, while he was negotiating with his new employer, he copied more than 11,000 files from the Farm Journal's computer network to a Dropbox account and also attached a USB storage device to his company's laptop. In a motion to dismiss those allegations, he argued that he owed no confidentiality obligations to his former employer because his original employment letter that contained a confidentiality clause expired when he left the company because there was no explicit "continuing obligations" provision. The court refused to dismiss these allegations.

*Farm Journal, Inc. d/b/a Farm Journal Media v. Gregory Johnson and Blue Book Services, Inc.*, W.D. Missouri No. 19 CV 95, Order dated April 24, 2019.

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