

Tentative Rulings for October 23, 2025
Department 503

For any matter where an oral argument is requested and any party to the hearing desires a remote appearance, such request must be timely submitted to and approved by the hearing judge. In this department, the remote appearance will be conducted through Zoom. If approved, please provide the department's clerk a correct email address. (CRC 3.672, Fresno Sup.C. Local Rule 1.1.19)

There are no tentative rulings for the following cases. The hearing will go forward on these matters. If a person is under a court order to appear, he/she must do so. Otherwise, parties should appear unless they have notified the court that they will submit the matter without an appearance. (See California Rules of Court, rule 3.1304(c).) *The above rule also applies to cases listed in this "must appear" section.*

The court has continued the following cases. The deadlines for opposition and reply papers will remain the same as for the original hearing date.

25CECG02244 *Armando Partida v. Dennis Cahill* is continued to Wednesday, October 29, 2025, at 3:30 p.m. in Department 503.

25CECG02564 *Sona Vartanian v. Laura Boyd* is continued to Tuesday, November 18, 2025 at 3:30 p.m. in Department 503. All three of the special motions to strike currently pending are continued to this date.

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Tentative Ruling

Re: ***New Life Physical Therapy Services, P.C. v. Goodfellow, et al.***
Superior Court Case No. 25CECG02373

Hearing Date: October 23, 2025 (Dept. 503)

Motion: by Defendants Jordin Perez and Speech Therapy Link, Inc.
Demurring to the Complaint and to Strike Portions of the
Complaint

Tentative Ruling:

To overrule the demurrer to each cause of action. (Code Civ. Proc., § 430.10, subd. (e).) To deny the motion to strike without prejudice. (Code Civ. Proc., § 436, Cal. Rules of Court, rule 3.1322(a).)

The moving defendants are granted 20 days' leave to file their responsive pleadings to the Complaint. The time in which the responsive pleadings can be filed will run from service by the clerk of the minute order.

Explanation:

Demurrer

Defendants Jordin Perez and Speech Therapy Link, Inc. ("Speech Therapy" and collectively hereinafter, "defendants") demur to the second, third, and fourth causes of action on the ground that the complaint fails to state facts sufficient to constitute a cause of action, and to the second and third causes of action on the ground that they are barred by the applicable statute of limitations.

Function of Demurrer and Statute of Limitations

The function of a demurrer is to test the sufficiency of a plaintiff's pleading by raising questions of law. (*Plumlee v Poag* (1984) 150 Cal.App.3d 541, 545) The test is whether plaintiff has succeeded in stating a cause of action; the court does not concern itself with the issue of plaintiff's possible difficulty or inability in proving the allegations of her complaint. (*Highlanders, Inc. v. Olsan* (1978) 77 Cal.App.3d 690, 697.) The truth of the facts alleged in the complaint are assumed true as well as the reasonable inferences that may be drawn from those facts. (*Miklosy v. Regents of University of California* (2008) 2 Cal.4th 876, 883.)

"The defense of statute of limitations may be asserted by general demurrer if the complaint shows on its face that the statute bars the action." (*E-Fab, Inc. v. Accountants, Inc. Services* (2007) 153 Cal.App.4th 1308, 1315.) However, in order for the bar of the statute of limitations to be raised by demurrer, the defect must clearly and affirmatively appear on the face of the complaint; it is not enough that the complaint shows merely

that the action may be barred.” (*McMahon v. Republic Van & Storage Co., Inc.* (1963) 59 Cal.2d 871, 874.)

Here, the complaint alleges that prior to and after defendant John Goodfellow's resignation, which occurred on October 15, 2023, defendants began soliciting plaintiff's then current customers. (Compl., ¶¶ 22, 26.) There does not seem to be a clear date for each individual alleged wrongful conduct, and therefore, there is insufficient information to determine whether the claims are time barred. Accordingly, the demurrer to both the second and third causes of action is not sustained on this ground.

Second Cause of Action - Interference with Contractual Relations

“The elements of a cause of action for interference with contractual relations are: (1) the existence of a valid contract between the plaintiff and a third party; (2) the defendant's knowledge of this contract; (3) the defendant's intentional acts designed to induce a breach or disruption of the contractual relationship; (4) actual breach or disruption of the contractual relationship; and (5) resulting damages.” (*Sole Energy Co. v. Petrominerals Corp.* (2005) 128 Cal.App.4th 212, 237-238.) To state a cause of action for inducing breach of contract, “plaintiff must allege the existence of a valid contract; that the defendant had knowledge of the existence of the contract and intended to induce a breach thereof; that the contract was in fact breached resulting in injury to plaintiff, and the breach and resulting injury must have been proximately caused by defendant's unjustified or wrongful conduct.” (*Freed v. Manchester Service, Inc.* (1958) 165 Cal.App.2d 186, 189.) “[C]ases have pointed out that while the tort of inducing breach of contract requires proof of a breach, the cause of action for interference with contractual relations is distinct and requires only proof of interference.” (*Pacific Gas & Electric Co. v. Bear Stearns & Co.* (1990) 50 Cal.3d 1118, 1129, citations omitted.)

“Wrongfulness independent of the inducement to breach the contract is not an element of the tort of intentional interference with existing contractual relations...” (*Quelimane Co. v. Stewart Title Guaranty Co.* (1998) 19 Cal.4th 26, 55.) “Intentionally inducing or causing a breach of an existing contract is ... a wrong in and of itself.” (*Id.* at pp. 55-56.) “Moreover, the tort of intentional interference with performance of a contract does not require that the actor's primary purpose be disruption of the contract.” (*Id.* at p. 56.) “The rule applies... to an interference that is incidental to the actor's independent purpose and desire but known to him to be a necessary consequence of his action.” (*Ibid.*)

Here, a valid contract is sufficiently alleged; plaintiff and defendant John Goodfellow entered into an Equity Sales Agreement in April 2021, wherein plaintiff purchased Goodfellow's business, Goodfellow Occupational Therapy, for approximately \$3.6 million. The terms of the agreement restricts Goodfellow from directly or indirectly owning, managing, controlling, investing or assisting any competing business with the State of California for a term of 5 years after the date of the sale. It is alleged that moving defendants had knowledge of the existence of the contract and its terms. The defendant's intentional acts designed to induce a breach or disruption of the contractual relationship is sufficiently alleged, as the moving defendants are alleged to have planned and conspired with Goodfellow to utilize plaintiff's confidential information to solicit plaintiff's clients. Actual disruption and breach of the contract are alleged, as

plaintiff alleges losses of approximately 25 contracts with its customers, resulting in \$1.2 million in lost monthly revenue.

Although the moving defendants contend that the allegations are conclusory and do not allege the specific conduct they engaged in to interfere with the agreement, no authority is presented to suggest that such a heightened pleading standard is required for a claim for intentional interference with contractual relations. It is sufficient that plaintiff has alleged that the moving defendants have engaged in conduct that they knew would be substantially likely to result in interference. (*Korea Supply Co. v. Lockheed Martin Corp.* (2003) 29 Cal.4th 1134, 1153.) Therefore, the demurrer to the second cause of action is overruled.

Third Cause of Action – Interference with Prospective Economic Advantage

The moving defendants contend that the complaint fails to allege facts sufficient to establish the element requiring an independently wrongful act and the allegations fail to allege specific named customers and employees, business expectations or economic relationships with a probability of future benefit.

"The elements of the tort of interference with prospective economic advantage are '(1) a relationship between the plaintiff and some third party with the probability of future economic benefit to the plaintiff; (2) the defendant's knowledge of the relationship; (3) a wrongful act, apart from the interference itself, by the defendant designed to disrupt the relationship; (4) actual disruption of the relationship; and (5) economic harm to the plaintiff proximately caused by the acts of the defendant'" (*Salma v. Capon* (2008) 161 Cal.App.4th 1275, 1290, citations omitted.) The elements for intentional interference with prospective economic advantage are identical, with the exception that the third element requires an *intentional* wrongful act designed to disrupt the relationship. (*Roy Allan Slurry Seal, Inc. v. American Asphalt South, Inc.* (2017) 2 Cal.5th 505, 512.)

"To establish a claim for interference with prospective economic advantage... a plaintiff must plead that the defendant engaged in an independently wrongful act." (*Korea Supply Co. v. Lockheed Martin Corp.* (2003) 29 Cal.4th 1134, 1158.) "...[A]n act is independently wrongful if it is unlawful, that is, if it is proscribed by some constitutional, statutory, regulatory, common law, or other determinable legal standard." (*Id.*, at p. 1159.) "...[T]o meet this element, a plaintiff must plead and prove that the defendant's acts are wrongful apart from the interference itself." (*Id.*, at p. 1154.)

Here, plaintiff alleges the existence of a relationship between itself and two classes of third parties: its employees and its customers. Although not specifically alleged, it may be inferred that the continuing (as opposed to termination of the) relationships between plaintiff and both of these classes of third parties would lead to a probability of future economic benefit to the plaintiff. It is alleged that defendants had knowledge of the relationships. Actual disruption of the relationships and economic harm are alleged, since plaintiff alleges that it has lost approximately 25 contracts with its customers and over 105 employees, with many moving to work with Goodfellow at Speech Therapy Link. (Compl., ¶¶ 31, 32.)

Primarily at issue is whether the complaint alleges a wrongful act, apart from the interference itself. The interference itself in the third cause of action is the interference between the relationship between plaintiff on one side, and the two classes of third parties on the other side. A wrongful act, apart from the interference (of these relationships) itself is alleged, as plaintiff alleges that defendants solicited plaintiff's employees and customers in connection with its interference with Goodfellow's contract with plaintiff.

Additionally, no authority is presented to suggest that a heightened pleading standard is required for a claim for intentional interference with prospective economic advantage. Accordingly, the demurrer to the third cause of action is overruled.

Fourth Cause of Action – Unfair Competition

Defendants contend that the fourth cause of action pursuant to California's Unfair Competition Law ("UCL") is derivative of the second and third causes of action. Since the second and third causes of action fail, the UCL claim also fails. For reasons provided above, the UCL claim does not fail on the ground.

Next, defendants further contend that the complaint fails to identify any statute or regulation that the moving defendants alleged violated. However, "[t]he rule does not, however, prohibit an action under the unfair competition law merely because some other statute on the subject does not, itself, provide for the action or prohibit the challenged conduct. To forestall an action under the unfair competition law, another provision must actually 'bar' the action or clearly permit the conduct." (*Cel-Tech Communications, Inc. v. Los Angeles Cellular Telephone Co.* (1999) 20 Cal.4th 163, 182–183.)

For reasons previously stated, the complaint allege facts sufficient to show unlawful conduct, and the demurrer is overruled.

Motion to Strike

Defendants move to strike portions of the complaint pertaining to: (1) punitive damages; (2) the requests for attorneys' fees; (3) statutory damages under the UCL; and (4) conclusory allegations of the conspiracy involving defendants.

"A notice of motion to strike a portion of a pleading must quote in full the portions sought to be stricken except where the motion is to strike an entire paragraph, cause of action, count, or defense." (Cal. Rules of Court, rule 3.1322(a).)

Defendants' motion to strike is procedurally defective, as it fails to quote in full, or even cite to the portions of the complaint they seek to strike. The requests do not seek to strike any entire paragraph, cause of action, count, or defense. For example, plaintiff's punitive damage requests appears in both the prayer and more than one paragraph of the complaint. As do the allegations pertaining to the conspiracy. Also, the attorney fees and statutory damages defendants seek to strike only appear in a portion of a paragraph.

Accordingly, the motion to strike is denied without prejudice.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling

Issued By: JS **on** 10/21/2025.
(Judge's initials) (Date)

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Tentative Ruling

Re: ***Deborah Dodson v. Polaris Industries, Inc.***
Superior Court Case No. 21CECG02884

Hearing Date: October 23, 2025 (Dept. 503)

Motion: General Motion

Tentative Ruling:

This motion is taken off calendar as it does not appear from the court's record that moving papers were filed.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling

Issued By: JS **on** 10/22/2025.
(Judge's initials) (Date)