Case Number: 23STC13238 **Hearing Date:** November 7, 2025 **Dept:** 50

Superior Court of California

County of Los Angeles

Department 50

INSIDE THE PARK, LLC,	Case No.: 23STCV13238
Plaintiff,	Hearing Date: November 7, 2025

vs.

21 IN RIGHT, INC., et al.,

Defendants.

Hearing Time: 2:00 p.m.

[TENTATIVE] ORDER RE:

CROSS-DEFENDANTS' MOTION TO STRIKE CROSS-CLAIMANT TETON RIDGE ENTERTAINMENT, LLC AND TRE DEV CO, LLC'S CROSS-COMPLAINT; CROSS-DEFENDANTS' DEMURRER TO THE CROSS-COMPLAINT

Background

On May 28, 2024, Plaintiff Inside The Park LLC ("ITP") filed this action against a number of defendants. On July 24, 2024, Plaintiff filed the operative First Amended Complaint ("FAC") against Defendants 21 In Right Inc. ("21 In Right"), Luis R. Clemente, Roberto Clemente, Jr. (together, "the Clementes"), CMG Worldwide, Inc. ("CMG"), Mark Roesler, Legendary Pictures Productions, LLC ("Legendary"), Teton Ridge Entertainment, LLC, and Tre Dev Co, LLC. The FAC alleges causes of action for (1) breach of contract, (2) breach of implied covenant of good faith and fair dealing, (3) fraud, (4) specific performance, and (5) declaratory relief. On November 19, 2024, Plaintiff filed a Second Amended Complaint ("SAC") alleging the same causes of action.

On April 11, 2025, Cross-Complainants Teton Ridge Entertainment, LLC and Tre Dev Co., LLC (collectively "Teton") filed their Cross-Complaint against Inside the Park LLC, Johan Hirsch, and Angel Munoz for (1) intentional interference with contractual relations, (2) negligent interference with contractual relations, (3) intentional interference with economic advantage, (4) negligent interference with prospective economic advantage, (5) violation of business and professions code section 17200, and (6) declaratory relief. The Cross-Complaint alleges that Teton had optioned the right to create a film based on the life of Roberto Clemente from Legendary, who had purchased

the rights from the Clementes. The Clementes made a conflicting agreement with ITP who allegedly interfered with ITP's use of the life rights.

On June 6, 2025, Cross-Defendants Inside the Park, LLC, Jonah Hirsch, and Angel Munoz (collectively "ITP" or "Cross-Defendants") filed an Anti-SLAPP motion to strike the Cross-Complaint.

On June 9, 2025, Cross-Defendants filed a demurrer to the Cross-Complaint.

On September 10, 2025, Cross-Complainants filed an opposition to the motion to strike.

On September 15, 2025, Cross-Complainants filed an opposition to the demurrer.

On September 16, 2025, Cross-Defendants filed a reply to the motion to strike.

On September 19, 2025, Cross-Defendants filed a reply to the demurrer.

I. Motion to Strike

Legal Standard

Code of Civil Procedure section 425.16 provides that "[a] cause of action against a person arising from any act of that person in furtherance of the person's right of petition or free speech under the United States Constitution or California Constitution in connection with a public issue shall be subject to a special motion to strike unless the court determines that the plaintiff has established that there is a probability that the plaintiff will prevail on the claim." (Code Civ. Proc., § 425.16(b).)

Such a motion involves a two-step analysis, in which the court must first determine whether a movant "has made a threshold showing that the challenged cause of action is one arising from protected activity ..." ((*Taus v. Loftus* (2007) 40 Cal.4th 683, 712, quoting *Equilon Enterprises v. Consumer Cause, Inc.* (2002) 29 Cal.4th 53, 67.) If the court so finds, it must then examine whether the respondent has demonstrated a probability of prevailing on the claim. (*Taus, supra*, 40 Cal.4th at p. 712.) In determining whether the respondent has carried this burden, the trial court considers "the pleadings, and supporting and opposing affidavits stating

the facts upon which the liability or defense is based." (Code Civ. Proc., § 425.16(b)(2); (*see Soukup v. Law Offices of Herbert Hafif* (2006) 39 Cal.4th 260, 291.)

Procedural Issues

The Court notes that Cross-Complainants filed redacted records without following the procedures set forth in Cal. Rules of Court, Rule 2.551. Though the redacted portions do not appear to be pertinent to the motion, Cross-Complainants are warned to follow the correct procedures for filing redacted records in the future.

Evidentiary Objections

Cross-Complainants objected to portions of the declaration of Cross-Defendant Hirsch and the declaration of Cross-Defendant Munoz. Cross-Complainants waived their objections at the initial hearing on this motion on October 28, 2025.

Discussion

Cross-Defendants move to strike the first through fifth causes of action on the grounds that they arise from protected activity and Teton cannot demonstrate a reasonable probability of success on its claims.

1. Protected Activity

An act in furtherance of a person's right to petition or free speech under the United States Constitution or California Constitution includes "(1) any written or oral statement or writing made before a legislative, executive, or judicial proceeding, or any other official proceeding authorized by law, (2) any written or oral statement or writing made in connection with an issue under consideration or review by a legislative, executive, or judicial body, or any other official proceeding authorized by law, (3) any written or oral statement or writing made in a place open to the public or a public forum in connection with an issue of public interest, or (4) any other conduct in furtherance of the exercise of the constitutional right of petition or the constitutional right of free

speech in connection with a public issue or an issue of public interest." (Code Civ. Proc., § 425.16(e).)

Petitioning activity includes lobbying the government, suing, testifying, and the basic act of filing litigation or otherwise seeking administrative action. (*Briggs v. Eden Council for Hope & Opportunity (1999)* 19 Cal.4th 1106, 1115, quoting *Dove Audio, Inc. v. Rosenfeld, Meyer & Susman (1996) 47* Cal.App.4th 777, 784.) "In general, '[a] public issue is implicated if the subject of the statement or activity underlying the claim (1) was a person or entity in the public eye; (2) could affect large numbers of people beyond the direct participants; or (3) involved a topic of widespread, public interest.'" (*D.C. v. R.R.* (2010) 182 Cal.App.4th 1190, 1215 (quoting *Jewett v. Capital One Bank* (2003) 113 Cal.App.4th 805, 814).)

"A claim arises from protected activity when that activity underlies or forms the basis for the claim." ((*Park v. Board of Trustees of California State University* (2017) 2 Cal.5th 1057, 1062.) "'[T]he defendant's act underlying the plaintiff's cause of action must *itself* have been an act in furtherance of the right of petition or free speech.'" (*Id.* at 1063 (*quoting City of Cotati v. Cashman* (2002) 29 Cal.4th 69, 78) (emphasis in original).) "'[T]he mere fact that an action was filed after protected activity took place does not mean the action arose from that activity for the purposes of the anti-SLAPP statute.'" (*Id.*, quoting *Navellier v. Sletten* (2002) 29 Cal.4th 82, 89).) "Instead, the focus is on determining what 'the defendant's activity [is] that gives rise to his or her asserted liability—and whether that activity constitutes protected speech or petitioning.'" (*Id.*, quoting *Navellier*, supra, 29 Cal.4th at 92) (alteration in original).) "'The only means specified in section 425.16 by which a moving defendant can satisfy that ['arising from'] requirement is to demonstrate that *the defendant's conduct by which plaintiff claims to have been injured* falls within one of the four categories described in subdivision (e) . . . .'" (*Id.*, quoting *Equilon Enterprises v. Consumer Cause, Inc.* (2002) 29 Cal.4th 53, 66) (emphasis in original).) "In short, in ruling on an anti-SLAPP motion, courts should consider the elements of the challenged claim and what actions by defendant supply those elements and consequently form the basis for liability."

(*Id.*)

"Allegations of protected activity that merely provide context, without supporting a claim for recovery, cannot be stricken under the anti-SLAPP statute." (*Baral v. Schnitt* (2016) 1 Cal.5th 376, 394.) "[T]he legislature indicated that *particular* alleged acts giving rise to a claim for relief may be the object of an anti-SLAPP motion ... Thus, in cases involving allegations of both protected and unprotected activity, the plaintiff is required to establish a probability of prevailing on any claim for relief based on allegations of protected activity. (*Id.* [emphasis in original.])) "[C]ourts may rule on plaintiffs' specific claims of protected activity, rather than reward artful pleading by ignoring such claims if they are mixed with assertions of unprotected activity." (*Id.* at p. 393.)

Here, the first five causes of action in the Cross-Complaint arise from the same conduct, ITP's actions entering into a competing contract for Roberto Clemente's life rights, failing to investigate the existence of Legendary's earlier contract for the life rights, communicating with the press regarding ITP's rights over the life rights, urging the Clemente family to renege on their agreement with Legendary, and coaxing the Clemente family to hire a lawyer and sue Legendary and Teton. (Cross-Compl., ¶¶96, 104, 112, 120, 124.) Teton alleges that as a result of ITP's actions, Teton has been unable to move forward with its plans to create a film using the life rights in dispute. (*Id.*, ¶80.)

The conduct described consists of a mix of unprotected conduct (i.e. forming the competing contract, failing to investigate Legendary's contracts, and urging the Clemente to renege on the agreement with Legendary) and protected conduct. Specifically, ITP's statements to the press regarding their alleged rights over the Clemente life rights are protected activity because they were statements made in a public forum concerning the life rights to a person in the public eye, Roberto Clemente. Therefore, at least some of the conduct which Teton alleges interfered with its rights to the Clemente life rights is protected. Although Teton argues that Cross-Defendants fail to analyze each element of the causes of action at issue, the conduct giving

rise to all five causes of action is the same.

Cross-Defendants also allege that ITP's actions urging the Clemente family to hire a lawyer to sue Legendary and Teton are protected. Although preparing for litigation and filing a lawsuit is protected activity, urging someone else to do so is not protected activity. Cross-Defendants also argue that the Cross-Complaint contains allegations that ITP added Teton to the underlying action which it knows is meritless. (Cross-Compl., ¶¶9, 76-78.) However, this appears to be mere background information because Cross-Complainants' claims are not based on the underlying lawsuit but on ITP's actions described above. In any case, the Cross-Complaint does arise from some protected activity.

2. Probability of Success on the Merits

The burden shifts to Teton to prove it has a reasonable probability of success on the merits.

If the defendant meets its initial burden to show its activity is protected by the ant-SLAPP statute, then the burden shifts to the plaintiff to prove he has a legally sufficient claim and to prove with admissible evidence a probability of prevailing on the claim. (*De Havilland v. FX Networks, LLC*¿(2018) 21 Cal.App.5th 845, 855.) The trial court considers the pleadings and evidence of both parties. (*Ibid.*) The plaintiff's proof must be made upon competent admissible evidence. (*Sweetwater Union High School Dist. v. Gilbane Building Co.* (2019) 6 Cal.5th 931, 940.) ("*Sweetwater*") The court "does not weigh evidence or resolve conflicting factual claims." (*Ibid.*) The court's inquiry "is limited to whether the plaintiff has stated a legally sufficient claim and made a *prima facie* factual showing sufficient to sustain a favorable judgment" accepting the plaintiff's evidence as true. (*Ibid.*) "The court evaluates the defendant's showing only to determine if it defeats the plaintiff's claim as a matter of law. [Citation.] '[C]laims with the requisite minimal merit may proceed.'" (*Id.*; *see* also *Navellier v. Sletten* (2002) 29 Cal.4th 82, 89.)¿

Intentional Interference with Contractual Relations

The elements of a cause of action for intentional 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 that 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 damage." (*Reeves v. Hanion* (2004) 33 Cal.4th 1140, 1148.)

Here, Teton provides evidence that a valid agreement existed between Teton and Legendary wherein Legendary optioned the Clemente life rights to Teton. (Moskowitz Decl., ¶ 2, Exh. 1, Exh. A, ¶11; Clemente Jr. Decl., ¶¶3, 7-8, Exh. A.) Cross-Defendants argue that the Cross-Complaint does not allege that Cross-Defendants interfered with any agreement between Teton and the Clemente family. However, the Cross-Complaint does in fact allege that ITP interfered with an agreement between Legendary and Teton. (Cross-Compl., ¶96.)

Teton next argues that ITP knew of the Legendary agreement before inducing the Clemente family to breach the agreement by selling duplicative life rights to ITP. Teton cites an email dated May 24, 2022 wherein Cross-Defendant Jonah Hirsch noted it was a long shot for his independent studio to film a feature film based on the life of Roberto Clemente compared to big players such as Legendary. (Fried Decl., Exh. 8.) Teton also cites a declaration of Roberto Clemente Jr., who declared that during negotiations with ITP, that he informed ITP that there was a prior agreement with Legendary for the life rights and that he believed the agreement had lapsed because Legendary had not made a final payment. (Fried Decl., Exh. 15, ¶3.) ITP informed Clemente Jr. that it was not concerned despite the question of the Legendary agreement. (*Id.*, ¶4.) It was not until March 2023, after the Clementes executed the ITP option, that Clemente Jr. discovered Legendary had in fact made payments and owned the life rights. (*Id.*, ¶8.) Mark Roesler, an officer of CMG Worldwide, Inc., the Clementes' intellectual property management agency, confirms the same information as Clemente Jr. (Fried Decl., Exh. 14, ¶¶6-9.) Teton's evidence shows that ITP knew of the existence of the Legendary agreement at the time it

executed the option contract with the Clementes.

Teton next argues that ITP took intentional acts designed to induce a breach or disruption of the Legendary and Teton agreements by encouraging the Clemente family to enter into the overlapping agreement with ITP, encouraging the family to breach its agreement with Legendary, and coaxing the Clemente family to bring baseless litigation against Teton and Legendary. Teton cites an email dated October 30, 2023, wherein Hirsch represents to Roesler that Hirsch and Cross-Defendant Munoz would work with the Clementes to negotiate with Teton and Legendary to allow them to take over the existing film project, renegotiate the deal with Legendary, and make a film. (Fried Decl., Exh. 11.) Teton also cites the declaration of Clemente Jr., who declares that Hirsch, Munoz, and the Clementes met in June 2023. (Fried Decl., Exh. 15, ¶11.) At this meeting, Hirsch attempted to convince the Clementes to bring an action against Legendary and Teton. (*Id.*) Teton cites the declaration of Roesler, who testifies somewhat differently that Hirsch and Munoz acknowledged Legendary's claims were valid but that they would create their movie first to beat Teton or fight Teton and Legendary to get what ITP wanted. (Fried Decl., Exh. 14, ¶12.) Hirsch and Munoz also stated at this meeting that they could force their way into any project by causing problems for Legendary and Teton. (*Id.*, ¶14.) The evidence shows that Hirsch and Munoz, upon discovering that Legendary did in fact own the life rights, attempted to convince the Clementes to breach their contract with Legendary and to act to enforce their agreement over the life rights despite Legendary's ownership of the life rights. The Court finds this evidence is sufficient to support an inference that Cross-Defendants intentionally disrupted the Legendary and Teton contracts.

As for the last two elements pertaining to damages, Teton provides evidence that Teton has been unable to enjoy its rights over the life rights because it cannot market or promote a Roberto Clemente film project. (Moskowitz Decl., ¶12.) Cross-Defendants argue that Teton failed to identify resulting damages. However, Teton provided evidence that its inability to make, sell, market, and promote a film based on the life rights was a result of ITP's competing claim for the

life rights.

Teton provides evidence to support each element of a cause of action for intentional interference with contractual relations.

Cross-Defendants argue that they did not know of the existence of the Legendary or Teton agreements at the time the ITP agreement was executed, citing portions of declarations by Munoz and Hirsch. Cross-Defendants also argue that they referred the Clementes to their counsel to negotiate better terms with Legendary at the Clementes' request. Finally, Cross-Defendants argue that they did not attempt to force their way into the existing film projects. However, these conflicting accounts are at most disputes of fact which the Court may not weigh here.

Cross-Defendants also argue that Teton's claims are based on communications protected by the litigation privilege because ITP's communications about the underlying action are absolutely privileged. However, as Cross-Complainants point out, the claims in the Cross-Complaint are not based on the underlying action but ITP's other actions attempting to enforce its option contract, such as making statements to the press and executing a competing agreement for the life rights.

Teton meets its burden of proving it has a reasonable probability of prevailing on the merits of its claims. Therefore, the motion to strike is denied as to the first cause of action.

Negligent Interference with Contractual Relations

Cross-Defendants argue that the cause of action for negligent interference with contractual relations fails because California law does not acknowledge such a claim. "In California there is no cause of action for negligent interference with contractual relations. While there exists a cause of action for negligent interference with prospective economic advantage (*J'Aire Corp. v. Gregory* (1979) 24 Cal.3d 799…), the California Supreme Court in *Fifield Manor v. Finston* (1960) 54 Cal.2d 632… has rejected a cause of action for negligent interference with contract." ((*Davis v. Nadrich* (2009) 174 Cal.App.4th 1, 9.) Teton does not address this cause of

action or provide any legal authority to support that the cause of action exists. Therefore, Teton fails to meet its burden of proving the cause of action has merit. The motion to strike is GRANTED as to the cause of action for negligent interference with contractual relations.

Intentional and Negligent Interference with Prospective Economic Advantage

The elements for the tort of intentional interference with prospective economic advantage are: "(1) an economic 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) intentional acts on the part of 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." ((*Korea Supply Co. v. Lockheed Martin Corp.* (2003) 29 Cal.4th 1134, 1153.)

The elements for the tort of negligent interference with prospective economic advantage are: "(1) an economic relationship existed between the plaintiff and a third party which contained a reasonably probable future economic benefit or advantage to plaintiff; (2) the defendant knew of the existence of the relationship and was aware or should have been aware that if it did not act with due care its actions would interfere with this relationship and cause plaintiff to lose in whole or in part the probable future economic benefit or advantage of the relationship; (3) the defendant was negligent; and (4) such negligence caused damage to plaintiff in that the relationship was actually interfered with or disrupted and plaintiff lost in whole or in part the economic benefits or advantage reasonably expected from the relationship." ((*Venhaus v. Shultz* (2007) 155 Cal.App.4th 1072, 1078.) " 'The tort of negligent interference with economic relationship arises only when the defendant owes the plaintiff a duty of care.' " (*Limandri v. Judkins* (1997) 52 Cal.App.4th 326, 348.)

The elements for the causes of action for intentional interference with prospective economic advantage are substantially the same as the cause of action for intentional interference

with contractual relations. Thus, the motion to strike is denied as to the third cause of action for the same reasons as the first cause of action.

As for the fourth cause of action for negligent interference with prospective economic advantage, the elements are the same as intentional interference with prospective economic advantage except for the third element, which calls for the injured party to prove the defendant was negligent. Here, the evidence discussed above could support an inference that Cross-Defendants were negligent in failing to investigate Legendary's claim to the life rights before attempting to act on their alleged rights. Therefore, Teton meets its burden of proving it has a reasonable probability of prevailing on the merits of its claims.

Cross-Defendants argue that Teton fails to allege that they owed Teton a duty of care. A party owes a general duty to refrain from committing intentionally tortious conduct. (*Limandri, supra,* 52 Cal.App.4th at p. 348.) Here, Teton's evidence shows that Cross-Defendants knew of a contract between Legendary and Clementes over the life rights and that the Clementes believed the rights had lapsed. Cross-Defendants had a duty to refrain from intentionally interfering with the Clemente's relationship with Legendary, and consequently, Legendary's relationship with Teton. As discussed above, Teton's evidence shows that Cross-Defendants intentionally interfered with Legendary and Teton's use of the life rights despite discovering Legendary in fact had a valid claim to the life rights. Therefore, Teton adequately alleges Cross-Defendants owed a duty of ordinary care to Teton.

The motion is denied as to the third and fourth causes of action.

Unfair Competition

To state a cause of action for unfair competition, a plaintiff must establish defendant engaged in "unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising." (Bus. & Prof. Code, section 17200.) This section establishes three types of unfair competition, prohibiting "practices that are either 'unfair,' or 'unlawful,' or 'fraudulent.'"

((*Pastoria v. Nationwide Ins.* (2003) 112 Cal.App.4th 1490, 1496.) Thus, "An act or practice may be actionable as "unfair" under the unfair competition law even if it is not 'unlawful.'" ((*Chavez v. Whirlpool Corp.* (2001) 93 Cal.App.4th 363, 374.)¿

Here, as discussed above, Teton provides sufficient evidence to support its claims for intentional interference with contractual relations and intentional and negligent interference with prospective economic advantage. Teton's evidence thus also supports that Cross-Defendants engaged in unlawful practices sufficient to support a claim for unfair competition. Teton therefore meets its burden of proving it has a reasonable probability of prevailing on the merits of its claims. The motion is denied as to the fifth cause of action.

Cross-Defendants' anti-SLAPP motion to strike is GRANTED as to the second cause of action for negligent interference with contractual relations and DENIED as to the first, third, fourth, and fifth causes of action.

Cross-Complainants seek attorney's fees. Code Civ. Proc., section 425.16(c)(1). However, the Court does not find that the Anti-SLAPP was frivolous or solely intended to delay as contended by Cross-Complainants, and declines to award attorney fees on that basis. **Demurrer**

Cross-Defendants demur to the First, Second, Third, Fourth, and Fifth causes of action in the Cross-Complaint. The Court granted the motion to strike as to the second cause of action for negligent interference with contractual relations. The demurrer is moot as to the second cause of action.

1. First Cause of Action – Intentional Interference with Contractual Relations

The elements of a cause of action for intentional 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 that 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 damage." (*Reeves v. Hanion* (2004) 33 Cal.4th 1140, 1148.)

Here, Cross-Defendants demur to the first cause of action for intentional interference with contractual relations on the grounds that the Cross-Complaint does not allege that they interfered with a contractual relationship between Legendary and Teton. However, the Cross-Complaint does in fact allege that ITP interfered with an agreement between Legendary and Teton. (Cross-Compl., ¶96.)

Cross-Defendants next argue that the Cross-Complaint fails to allege that Cross-Defendants were not aware of the existence of either the Legendary agreement or the Teton agreement. However, the Cross-Complaint alleges that ITP knew of the Legendary agreement when it entered into the contract with the Clementes and discovered the Teton agreement in April 2023. (Cross-Compl., ¶¶49-50, 61.) Despite knowing of the Legendary and Teton agreements, Cross-Defendants planned to fight Teton and Legendary for the film rights. (*Id.*, ¶66.) The Cross-Complaint thus alleges that Cross-Defendants knew of the agreements' existence and continued to disrupt the relationship between Legendary, Teton, and the Clementes.

Cross-Defendants also argue that the cause of action is barred by the litigation privilege. However, as discussed above, the claims in the Cross-Complaint are not based on the underlying action but ITP's other actions attempting to enforce its option contract. Therefore, the cause of action is not barred by the litigation privilege.

Cross-Defendants finally argue that the claim for intentional interference with contract or economic relations cannot be premised upon the allegation that the defendant induced another to bring potentially meritorious litigation. Cross-Defendants cite *Pacific Gas & Electric Co. v. Bear Stearns & Co. (1990) 5*0 Cal.3d 1118, 1127 in support of this argument. However, the court there examined whether a inducing a party to a contract to seek to terminate a contract according to its terms is actionable interference. Here, the Cross-Complaint alleges Cross-Defendants attempted to persuade the Clementes to engage in meritless litigation, not an action to terminate the

contract based on its terms. Thus, unlike in *Pacific Gas*, here, the Cross-Complaint does not plead that Cross-Defendants induced the Clementes to file a meritorious action to terminate a contract. Therefore, the Cross-Complaint pleads that Cross-Defendants engaged in actionable interference.

Additionally, as discussed above, the Cross-Complaint also alleges Cross-Defendants engaged in other conduct to disrupt the Legendary and Teton agreements, such as producing a competing film first to pressure Teton to give Cross-Defendants film credits, speaking to the press about their claim to the Clemente life rights, and executing a competing agreement despite knowing the Legendary agreement existed. A demurrer must dispose of an entire cause of action to be sustained. ((*Fremont Indemnity Co. v. Fremont General Corp.* (2007) 148 Cal.App.4th 97, 119.) Here, even if Cross-Defendants were correct that the claim could not be based on Cross-Defendants' actions inducing the Clementes to litigate, the Cross-Complaint alleges other conduct to support this claim. Therefore, the demurrer does not dispose of an entire cause of action.

The demurrer is overruled as to the first cause of action.

2. Third Cause of Action – Intentional Interference with Prospective Economic Advantage

The elements for the tort of intentional interference with prospective economic advantage are: "(1) an economic 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) intentional acts on the part of 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." (*Korea Supply Co. v. Lockheed Martin Corp.* (2003) 29 Cal.4th 1134, 1153.)

In order to plead intentional interference with prospective economic advantage, a plaintiff must plead facts showing that Defendants engaged in an independently wrongful act. (*Korea Supply Co. v. Lockheed Martin Corp.* (2003) 29 Cal.4th 1134, 1158.) "An act is not independently wrongful merely because defendant acted with an improper motive." (*Id.*) "[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.)

Here, Cross-Defendants argue that the Cross-Complaint fails to allege that Cross-Defendants committed an act that is independently wrongful. However, as Cross-Complainants point out in the opposition, intentionally inducing or causing a breach of existing contract is a wrong in and of itself. (*Korea Supply Co.*, supra, 29 Cal.4th at 1158.) The Cross-Complaint alleges ITP induced the Clementes to breach or disrupt the existing Legendary and, consequently, the Teton agreements. (Cross-Compl., ¶70.) Therefore, the Cross-Complaint alleges Cross-Defendants induced the Clementes' breach of the Legendary and Teton agreements, which constitutes independently wrongful conduct. The demurrer is overruled as to the third cause of action.

3. Fourth Cause of Action – Negligent Interference with Prospective Economic Advantage

The elements for the tort of negligent interference with prospective economic advantage are: "(1) an economic relationship existed between the plaintiff and a third party which contained a reasonably probable future economic benefit or advantage to plaintiff; (2) the defendant knew of the existence of the relationship and was aware or should have been aware that if it did not act with due care its actions would interfere with this relationship and cause plaintiff to lose in whole or in part the probable future economic benefit or advantage of the relationship; (3) the defendant was negligent; and (4) such negligence caused damage to plaintiff in that the relationship was actually interfered with or disrupted and plaintiff lost in whole or in part the economic benefits or advantage reasonably expected from the relationship." (*Venhaus v. Shultz* (2007) 155 Cal.App.4th 1072, 1078.)

Here, Cross-Defendants demur to the fourth cause of action on the grounds that the Cross-Complaint fails to allege that Cross-Defendants owed a duty of care to Teton. However, as discussed in the analysis for the motion to strike, the Cross-Complaint alleges that Cross-

Defendants knew of a contract between Legendary and Clementes over the life rights. Cross-Defendants had a duty to refrain from intentionally interfering with the Clemente's relationship with Legendary, and consequently, Legendary's relationship with Teton. Therefore, Teton adequately alleges Cross-Defendants owed a duty of ordinary care to Teton. The demurrer is overruled as to the fourth cause of action.

4. Fifth Cause of Action – Unfair Competition

To state a cause of action for unfair competition, a plaintiff must establish defendant engaged in "unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising." (Bus. & Prof. Code, section 17200.) This section establishes three types of unfair competition, prohibiting "practices that are either 'unfair,' or 'unlawful,' or 'fraudulent.'" (*Pastoria v. Nationwide Ins.* (2003) 112 Cal.App.4th 1490, 1496.) Thus, "An act or practice may be actionable as "unfair" under the unfair competition law even if it is not 'unlawful.'" (*Chavez v. Whirlpool Corp.* (2001) 93 Cal.App.4th 363, 374.)¿

Here, as discussed above, the Cross-Complaint adequately pleads causes of action for intentional interference with contractual relations and intentional and negligent interference with prospective economic advantage. Thus, the Cross-Complaint adequately alleges Cross-Defendants engaged in unlawful practices sufficient to support a claim for unfair competition. The demurrer is overruled as to the fifth cause of action.

II. Conclusion

The Anti-SLAPP motion to strike filed by Cross-Defendants ITP, Jonah Hirsch, and Angel Munoz is GRANTED as to the second cause of action for negligent interference with contractual relations only.

The demurrer filed by Cross-Defendants ITP, Jonah Hirsch, and Angel Munoz is OVERRULED. The demurrer is moot as to the second cause of action.