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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

DEC 06 2022

BY *Patricia Guerrero*  
PATRICIA GUERRERO, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO**

LINDA AYRES,

Plaintiff,

v.

STATE FARM GENERAL INSURANCE  
COMPANY, et.al.

Defendants,

)  
) **CASE NO. CIVSB2106284**  
)  
) **RULING ON DEFENDANTS DESERT**  
) **VALLEY RESTORATION, INC. AND**  
) **PAUL DAVIS RESTORATION, INC.**  
) **DEMURRER TO THIRD AMENDED**  
) **COMPLAINT AND MOTION TO STRIKE**

The Third Amended Complaint is exceedingly difficult to follow, as it rambles with multiple unrelated claims of error in the facts and causes of action, including discovery requests and claims of conspiracy.

The Court makes the following finding related to the Demurrer and Motion to Strike of the Third Amended Complaint

**Breach of Contract – 1<sup>st</sup> cause of action**

**Breach of the Implied Covenant etc. – 2<sup>nd</sup> cause of action**

Plaintiff alleges that PDR breached its contract regarding the duties owed to State Farm's insured by delaying in getting the roof replaced. The Third Amended Complaint alleges the existence of a contract, PDR's breach, and the resulting damages.

There is also no need for Plaintiff to outline the contract terms verbatim or attach a copy to the complaint since those are merely "available method[s] of pleading the contract, but all that is required is for the plaintiff to plead "the legal effect of the contract rather than its precise language. The contract's legal effect has been alleged in this case.

Whether a breach of an express or the implied covenant of the contract, PDR's alleged incompetence is a valid basis for the contract claims since it purportedly agreed to act competently. The resulting mold damage and additional water intrusions are not too speculative for pleading purposes.

The demurrers are overruled.

**Intentional Interference with Contractual Relations – 3<sup>rd</sup> cause of action**

This cause of action is **uncertain** as it refers to both Business and Professions Code, section 17200 (Unfair Competition Law) and Intentional Interference with