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

DEC 20 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 STATE FARM GENERAL
INSURANCE COMPANY DEMURRER
AND MOTION TO STRIKE THIRD
AMENDED COMPLAINT**

First cause of action for breach of contract

Plaintiff alleges State Farm violated the terms of the insurance policy but does not attach the policy or quote it verbatim. Plaintiff alleges State Farm breached the policy in denying its claim and in “failing to prevent additional damage...” State Farm agreed to provide coverage for the loss or damage to Plaintiff’s property. Plaintiff paid the premiums and performed or

1 substantially performed. This is sufficient to plead the legal effect of the contract. The allegations
2 are otherwise sufficient at the pleading stage to place State Farm on notice of the breach. The
3 Court overrules the demurrer to the first cause of action.

4 ***Second cause of action for breach of the covenant of good faith and fair dealing.***

5 Plaintiff alleges Defendant unreasonably and in bad faith denied Plaintiff's insurance
6 coverage to which she was entitled under the policy by failing to perform a fair, objective, and
7 thorough investigation; asserting invalid coverage defenses delaying resolution of the claim;
8 placing unduly restrictive interpretations of policy terms; failing to give Plaintiff's interests equal
9 consideration; and forcing Plaintiff to institute litigation to recover under the policy.

11 The allegations are sufficient to allege bad faith at the pleading stage. The Court overrules
12 the demurrer to the second cause of action.

14 ***Third cause of action for interference with contractual relations and conspiracy***

15 The complaint alleges State Farm intentionally interfered with contractual relations
16 between Plaintiff herself and third party vendors by failing to pay for such service, forcing Plaintiff
17 to pay herself. It is unclear how this was designed to induce a breach or disruption of Plaintiff's
18 contractual relationship with those vendors. The Court sustains the demurrer to the third cause of
19 action with leave to amend.

21 ***Fourth cause of action for fraud and fifth cause of action for intentional***
22 ***misrepresentation and deceit.***

23 Plaintiff fails to allege specific misrepresentations, that they were known to be false, intent
24 to defraud, and reliance. State Farm argues any alleged misrepresentations were by service
25 vendors regarding the work they performed, not by State Farm.
26