



Superior Court of California, County of Mendocino

Civil Law & Motion or Probate Tentative Ruling for the following:

Case Name: WEGNER, JORDAN vs FLORES, JOSE et al

Case Number: 25CV01744

Hearing Date: 2/27/2026

Prior to a Civil Law & Motion or Probate hearing, the Court may issue a tentative ruling (CRC 3.1308). After reviewing the issued tentative ruling, a party may request to present oral argument and must notify both opposing parties and the Court no later than 4:00 p.m. on the court day before the hearing of their intent to appear. Notice to the Court should be sent by e-mail to tr@mendocino.courts.ca.gov. The tentative ruling will become the ruling of the Court if oral argument has not been requested timely. The prevailing party must prepare and submit a proposed order unless an order that is consistent with the tentative decision has been previously lodged (Local Rule 2.6).

Tentative Ruling is as Follows:

Defendants collectively have filed a demurrer to the *First Amended Complaint*. The Court will grant the request for Judicial Notice and judicially notices Exhibits 1 through 4 pursuant to Evidence Code Sections 451, 452 and 453.

The *Demurrer* is directed to the complaint in its entirety. The FAC contains eight causes of action all arising out of Plaintiff's purchase of a small insurance agency. Plaintiff who is an insurance agent, entered into an Agent Appointment Agreement with Farmers in February 2023. Plaintiff alleges that prior to contracting, he was contacted by agents for Farmers who offered him a small agency in Petaluma. Plaintiff contends that the office would not be financially feasible due to its small size (\$186,000 annual income) and high costs and initially rejected the offer. Plaintiff alleges that the agents, in an effort to sell the Petaluma agency, advised Plaintiff that he would be guaranteed the opportunity to acquire two additional, larger agencies in Santa Rosa within a few months after contracting with Farmers. Plaintiff contracted with Farmers in February 2023. Plaintiff filed his action after the purchase of two larger agencies did not materialize. Plaintiff also includes claims relating to the commission structure.

First Cause of Action: Fraud

To survive a *Demurrer*, Plaintiff must plead with specificity: 1) that the defendants made a false representation as to a past or existing material fact; 2) that the defendants knew the representation was false at the time it was made in making the representation; 3) that the defendants intended to deceive the plaintiff; 4) that the plaintiff justifiably relied on the representation; and 5) that the plaintiff suffered resulting damages. Plaintiff's allegations relating to the opportunity to acquire two additional, larger agencies in Santa Rosa is an alleged statement about a future opportunity, which is not actionable. (See *San Francisco Design Center Associates v. Portman Cos. (1995) 41 Cal. App 4th 29*). The "opportunity to acquire" is just that, an opportunity. It is not a guarantee, particularly in view of the contract that Plaintiff signed with Farmers that provides Farmers with the sole and absolute discretion to approve any sale of an agency. Furthermore, the requirement for specificity means that Plaintiff must allege facts showing how, when, where and to whom, and by what means the representations were made. (*Citations omitted.*) Plaintiff has failed to meet the requirement of specificity.

Second Cause of Action: Intentional interference with a Prospective Economic Advantage

A claim for intentional interference with a prospective economic advantage must satisfy five elements: 1) the existence between the plaintiff and some third party, of an economic relationship that contains the probability of future economic benefit to the plaintiff; 2) the defendant's knowledge of the relationship; 3) intentionally wrongful acts designed to disrupt the relationship; 4) actual disruption of the relationship; and 5) economic harm proximately caused by the defendant's action. *Roy Allan Slurry Seal, Inc. v American Asphalt South, Inc. (1996) 42 Cal. App. 4th 507*. The Court agrees with Defendants that the FAC has not satisfied the first element because the prospect of an economic relationship is not the



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same as an existing economic relationship that contains the probability of future economic benefit. (*See Opp. at page 15 lines 6-15.*) Pursuant to the Agency Appointment Agreement, Farmers always had the unfettered discretion to preclude Plaintiff's acquisition of two larger agencies. Thus, Plaintiff's prospective economic advantage was always subject to Farmers' approval and any disapproval of Plaintiff's alleged deals to acquire the agencies would not be wrongful.

Third and Fourth Causes of Action: Breach of Contract and Breach of the Implied Covenant of Good Faith and Fair Dealing

Defendants are correct that there is no consideration for their promise to allow Plaintiff to acquire two additional, larger agencies in the Santa Rosa area in a "few months".

Incurring a \$205,000 loan and moving expenses were consideration for Plaintiff's purchase of the Petaluma agency. A promise to do something the promisor is already legally bound to do is not consideration. Without consideration there is no contract pertaining to the alleged promise of two larger agencies. There can be no breach of the covenant of good faith and fair dealing in the absence of a contract.

Fifth Cause of Action: Promissory Estoppel

A cause of action for promissory estoppel is only viable when it is based on a clear and unambiguous promise. (*See U.S. Ecology, Inc. v. State (2005) 129 Cal. App. 4th 887.*) The FAC fails to state sufficient facts to support this claim. The alleged promises by the individual Defendants are not clear or unambiguous. There are no details alleged. It is not clear what obligations the parties "actually" agreed to and whether those obligations have been breached. Further, the alleged representations are based on future actions and not representations of present facts. Preliminary negotiations cannot alone be the basis for estoppel. (*Citations omitted.*)

Sixth Cause of Action: UCL

A violation of the UCL is limited to equitable remedies. The case law establishes that a UCL is not a substitute for a tort or contract action. In order for Plaintiff to state a UCL claim he must allege that his legal remedies are inadequate. The FAC fails to state facts demonstrating the inadequacy of legal remedies.

Seventh Cause of Action: IIED

Plaintiff's original complaint failed to allege sufficient facts to meet the element of "extreme and outrageous conduct" required for this cause of action. The FAC continues to lack the facts necessary to support this claim. The new factual claim relating to a meeting in Sacramento does not describe the conduct sufficient to establish a claim for IIED. Plaintiff doesn't even allege that he attended the meeting and the minimum annual income target sets a date that has yet to arrive.

Eighth Cause of Action: NIED

Plaintiff concedes that this claim is not viable.

The *Demurrer to the First through Seventh Causes of Action* is sustained as to all Defendants. Plaintiff will be granted one final opportunity to amend his complaint. If Plaintiff should choose to file an amended complaint it shall be filed on or before March 30, 2026.