

Bond Case Briefs

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Area 51 Productions, Inc. v. City of Alameda

**Court of Appeal, First District, Division 4, California - February 20, 2018 - 2018 WL 948499
- 18 Cal. Daily Op. Serv. 1641 - 2018 Daily Journal D.A.R. 1612**

Licensee of event space on city property brought action against city, city officials, and employees of city's licensing manager arising out of city's decision to cease doing business with licensee.

Defendants filed general demurrer and moved to dismiss under law prohibiting strategic lawsuits against public participation (anti-SLAPP law). The Superior Court granted demurrer but denied motion under anti-SLAPP law. Defendants appealed.

The Court of Appeal held that:

- Licensee's claims against city for breach of contract, interference with contracts and economic relations, and unfair competition did not arise from protected activity and thus were not subject to dismissal under anti-SLAPP law;
- Licensee's claims against city officials and the employees of licensing manager arose from protected activity; and
- Licensee failed to show probability of prevailing on those claims.

Claims by licensee of city property event space against city, alleging breach of contract, interference with contracts and economic relations, and unfair competition based on city's termination of licensing arrangement, did not arise from protected activity and thus were not subject to dismissal under law prohibiting strategic lawsuits against public participation (anti-SLAPP law); claims arose from alleged act of reneging on a commitment to license certain property, and communication conveying refusal to license was merely incidental to asserted claims.

Claims by licensee of city property event space against city officials and employees of license manager, alleging breach of contract, interference with contracts and economic relations, and unfair competition based on termination of licensing arrangement between licensee and city, arose from statements 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, as could support dismissal under law prohibiting strategic lawsuits against public participation (anti-SLAPP law), where licensee did not allege that defendants were themselves contracting parties to the license, and conduct providing sole basis for alleged liability was expressive in nature, including e-mail statements announcing end of licensee's contract with city.

Claim by licensee of city property event space against city officials and employees of license manager, alleging negligent misrepresentation based on termination of licensing arrangement between licensee and city, arose from statements 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, as could support dismissal under law prohibiting strategic lawsuits against public participation (anti-SLAPP law), where claim was based on e-mail statements by defendants as to whether or not confirmed event reservations for licensed property would be honored.

Licensee of city event space property failed to show probability of prevailing on its claims against city officials and employees of license manager, alleging breach of contract, interference with contracts and economic relations, and unfair competition based on termination of licensing arrangement between licensee and city, supporting dismissal of claims under law prohibiting strategic lawsuits against public participation (anti-SLAPP law); defendants were not parties to contract between city and licensee, there was no basis for an agency theory, defendants all asserted immunity on various grounds, and licensee merely offered conclusory assertion that defendants were not immune.