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Musick Peeler Prevails in High-Stakes Appeal, Affirming Dismissal of Case - A 2nd District Court of Appeal panel ruled for argument by attorneys Dan Woods and Cheryl Orr

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The downtown-based business law firm Musick, Peeler & Garrett prevailed on behalf of clients in the 2nd District Court of Appeal on Monday, affirming a lower court's demurrer in the long-running business dispute.

Dan Woods and Cheryl A. Orr, partners at Musick Peeler and counsel to defendant-appellee Wells Fargo Bank, successfully argued the plaintiff-appellant had no basis for bringing a lawsuit for contractual interference claims, among others.

"We're thrilled to have secured this favorable result for our client, and thankful to the panel for affirming that Garland Connect's claims of interference were entirely meritless," said Woods.

Plaintiff Garland Connect, a telecommunications company, brought the lawsuit near the expiration of its contract meet-me-room space at the Garland Center, which the bank owned and sold in 2016. In a complaint filed in 2019, Garland Connect sought to recover $98 million plus punitive damages from the bank on claims including intentional interference with contractual relations. A trial court sustained a demurrer filed by Wells Fargo in 2021, finding the plaintiff had failed to articulate any wrongful act that would provide the basis for a claim.

Garland Connect appealed, sending the matter to California's Second Appellate District, where Wells Fargo and Musick Peeler again prevailed, following extensive briefing and a lively oral argument on July 6.

"Garland Connect does not identify any actionable legal standard that these acts supposedly violated. Instead, the allegations focused on Wells Fargo's allegedly improper motive to interfere with the agreement, which, again, is not sufficient," the panel wrote in its unanimous 42-page opinion. "Wells Fargo was not a party to the operating agreement; indeed, the interference claim is necessarily premised on the contention that Wells Fargo was a stranger to the agreement."

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