

COURT OF APPEAL, FOURTH APPELLATE DISTRICT

DIVISION ONE

STATE OF CALIFORNIA

LYNCH PARTNERS, LLC,

Plaintiff and Respondent,

v.

ORACLE,

Defendant and Appellant.

D072525

(Super. Ct. No. 37-2016-00033559-
CU-CO-NC)

APPEAL from an order of the Superior Court of San Diego County, Earl H. Maas III, Judge. Affirmed.

Galuppo & Blake, Louis A. Galuppo, Steven W. Blake, Andrew E. Hall, and Daniel T. Watts for Defendant and Appellant.

Marshall Law and Daniel E. Marshall for Plaintiff and Respondent.

Defendant Oracle¹ appeals from an order denying her special motion to strike under Code of Civil Procedure section 425.16.² Oracle contends the trial court erred in denying her motion on the ground that the first amended complaint for breach of contract (a residential lease agreement) filed by Lynch Partners, LLC (Lynch) did not arise out of protected activity. Oracle claims Lynch's action is based on a letter from her counsel demanding that Lynch return the security deposit she paid under the lease agreement, and sending a prelitigation demand letter threatening litigation is a protected exercise of the right of petition. We disagree that Lynch's breach of contract action is based on Oracle's demand for return of her security deposit and, accordingly, affirm.

FACTUAL AND PROCEDURAL BACKGROUND

On July 27, 2016, Oracle signed a residential lease agreement to rent a house in