

Astri Corp. v. International Thunderbird Gaming Corp., 1999 WL 1278051 (Cal. Ct. App.)

Astri Corporation (“Astri”) contracted with a Native American tribe to loan the tribe money for the construction of a casino, and to consult on and eventually manage the new casino. International Thunderbird Gaming Corp. (“Thunderbird”) then leased the tribe video gaming machines.

The tribe later terminated its relationship with Astri, citing lack of confidence in Astri’s ability to meet its obligations under the loan agreement. Astri then sued Thunderbird, alleging that installation of the video gaming machines interfered with the business relationship between Astri and the tribe. The trial court granted summary judgment against Astri for failure to allege sufficient facts.

On appeal, the court held that under California law, to succeed on a claim of intentional interference with a prospective economic advantage, “the plaintiff must prove: (1) an economic relationship between plaintiff and a third party, with a probability of future economic benefit to the plaintiff; (2) defendant’s knowledge of the relationship; (3) intentional acts on the part of the defendant designed to disrupt the relationship’ (4) actual disruption of the relationship; and (5) economic harm to the plaintiff proximately caused by the defendant.” The court then stated that the intentional acts of interference must be “wrongful by some legal measure other than the fact of interference itself.” The court then found that Astri had failed to “allege that the supposed acts of intentional interference were wrongful,” and affirmed the summary judgment in favor of Thunderbird.

