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NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION SEVEN

FARHAD PISHGOO, Plaintiff and Appellant, v. ANDREW REZA LANGROUDI et al., Defendants and Respondents.	B275280 (Los Angeles County Super. Ct. No. LC103133)

APPEAL from a judgment of the Superior Court of Los Angeles County, Huey P. Cotton, Judge. Affirmed.

Farhad Pishgoo, in pro. per., for Plaintiff and Appellant.

Eisner Jaffe and Christopher Frost for Defendants and Respondents.

Farhad Pishgoo appeals from a judgment entered after the trial court sustained Andrew Reza Langroudi's and Solar Urgent Care, Inc.'s demurrer to his complaint for libel without leave to amend. Pishgoo contends the statement by Langroudi in an email to Pishgoo's client, "not sure who is giving you advise [*sic*], it seems like they wanted to sabotage your deal," was defamatory. We find this statement expressed an opinion, not a provably false factual assertion. We affirm.

FACTUAL AND PROCEDURAL BACKGROUND

A. *The Complaint*

Pishgoo, an attorney, alleged in his complaint that "[o]n or about May 18, 2015, [Langroudi and Solar] published a letter (Letter)[1] stating that [Pishgoo] 'wanted to sabotage' the deal . . . between [Pishgoo's] client (Client) and [Solar] . . . ." He alleged that "[t]he letter referred to [Pishgoo] by occupation and in other correspondence by name" and "was seen and read on or about May 19, 2015 by [Pishgoo's] current Client." The "Client forwarded the Letter to [Pishgoo] on May 20, 2015 demanding a response."

The complaint alleged that the deal was based on an employment contract between Solar and Pishgoo's client, Motlagh. The deal allegedly "fell through because [Langroudi and Solar] refused to provide a fair, valid and enforceable contract that was not vague, ambiguous, incoherent,

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1 As we discuss below, the document Pishgoo describes as the "Letter" is in the form of an email from Langroudi to Pishgoo's client, Dr. Katayoun Motlagh. We will refer to this communication as the May 18, 2015 email.

contradictory, misleading, or completely one sided." After reviewing the contract, Pishgoo provided to Motlagh a "Preliminary Review" of the contract, which she forwarded to Solar. Pishgoo then "attempted to invite [Solar's] attorneys to meet and confer," and stated in the preliminary review, "'If a licensed attorney has drafted these nine pages, provide his or her information so that we may apologize for our harsh review, once we are proven wrong.'" Solar represented that an attorney had performed the work on the contract, "and that they had 'one of the best health care attorney[s] in southern California.'"

After Pishgoo received the May 18, 2015 email, he "demanded [Langroudi and Solar] to either provide evidence in support of their allegations or recant and publish [a] retraction." Langroudi, as Chief Executive Officer of Solar, responded to Pishgoo in a letter dated May 30, 2015, "We are under no obligation to answer your arbitrary 'demands' and we decline to do so. Our correspondence with your client speaks for itself."

Pishgoo filed his complaint for damages for libel on July 7, 2015. He alleged that the statement in the May 18, 2015 email was defamatory and, as a result of its publication, he "has suffered loss of his reputation, shame, mortification, and injury to his business and feelings." He sought compensatory and punitive damages.

B. *The Demurrer, Motion To Strike, and Request for Judicial Notice*

Langroudi and Solar filed a demurrer, a motion to strike, and a request for judicial notice. In the request for judicial notice, Langroudi and Solar requested judicial notice of the May 18, 2015 email and the May 30, 2015 letter from Langroudi

to Pishgoo. The May 18, 2015 email contained the following paragraph, "[I] really would have appreciated a phone call from you explaining to me what the issues and concerns were, rather than getting a text NO DEAL, and every time we send you things you say its [*sic*] crap, and partnership agreements don't make sense. [*N*]*ot sure who is giving you advise* [*sic*]*, it seems like they wanted to sabotage your deal*." (Italics added.) It is the latter statement that is the subject of this appeal.

The May 30, 2015 letter from Langroudi to Pishgoo stated: "We are in receipt of your letter dated May 21, 2015 in which you claim to 'represent your client Dr. Motlagh' but then go on to make certain demands on behalf of yourself, including a vague demand that we 'reverse all adverse effects [we] have attempted to impart on this office. [¶] . . . We are under no obligation to answer your arbitrary 'demands' and we decline to do so. Our correspondence with your client speaks for itself. [¶] Lest there be any confusion, while we disagree with the points advanced by Dr. Motlagh during our contract negotiations, we did not, do not, and will not comment on the reputation or work of your law firm. In fact, until receiving your May 21 letter, we did not even know your law firm was involved in any way in representing Dr. Motlagh."

Langroudi and Solar also sought judicial notice of the fact that "Farhad Pishgoo is legally married to Katayoun Motlagh."

Langroudi and Solar demurred on the ground the complaint failed to state facts sufficient to constitute a cause of action for libel. Specifically, they claimed the challenged statement was a non-actionable opinion, the statement was not

"of or concerning" Pishgoo, and the complaint failed to allege specific damages.[2]

C. *Pishgoo's Opposition to the Demurrer*

Pishgoo filed oppositions to the demurrer and motion to strike. His opposition to the demurrer was supported by 10 attached exhibits, including the May 18, 2015 email (Exhibit 7) and the May 30, 2015 letter (Exhibit 10). The opposition requested that, if the demurrer was sustained, Pishgoo be granted leave to amend. Pishgoo also filed an objection to Langroudi's and Solar's request for judicial notice, arguing as to the May 18, 2015 email and May 30, 2015 letter that they were not certified or authenticated, and that both contained hearsay.

Langroudi and Solar filed objections to Pishgoo's opposition and a motion to strike, arguing that the opposition exceeded the 15-page limit for briefs and that the exhibits were not attached to the complaint.

D. *The Trial Court's Ruling*

The trial court sustained the demurrer without leave to amend, and took the motion to strike off calendar as moot. In its ruling, the court noted that Pishgoo's 34-page opposition to the demurrer exceeded the 15-page limit set forth in rule 3.1113(d) of the California Rules of Court, and it therefore only considered the first 15 pages of Pishgoo's opposition.[3] The court granted the

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[2] The motion to strike sought to strike the punitive damages allegations and other arguably irrelevant allegations.

[3] Pishgoo does not argue on appeal that consideration of only the first 15 pages of his opposition was error. We note that on pages 9 through 12 of his opposition, Pishgoo presented his

request for judicial notice of the May 18, 2015 email and May 30, 2015 letter, noting that Pishgoo referenced both documents in his complaint, cited them in his opposition, and attached "these exact documents to his opposition." However, the trial court denied Langroudi's and Solar's request for judicial notice of the marital status of Pishgoo and Motlagh, as not relevant.

The trial court found the challenged statement was not "of and concerning" Pishgoo and stated a non-actionable opinion, holding that "the email in question states '[N]ot sure who is giving you advise [*sic*], it seems like they wanted to sabotage your deal.' . . . This does not specifically refer to [Pishgoo], but instead clearly indicates that Langroudi did not know who was advising Motlagh. In addition, this is an opinion rather than a fact. Langroudi does not state that Motlagh's advisor is sabotaging her deal, only that it appears that way." The court denied Pishgoo's request for leave to amend, finding "there is no way for him to sufficiently amend his pleading."

DISCUSSION

A. *The Trial Court Did Not Abuse Its Discretion in Granting Langroudi's and Solar's Request for Judicial Notice*

Pishgoo contends the trial court erred in taking judicial notice of the May 18, 2015 email and May 30, 2015 letter. We review the trial court's ruling on a request for judicial notice for abuse of discretion. (See *Hart v. Darwish* (2017) 12 Cal.App.5th

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arguments that the challenged statement was "of or concerning" him and was a statement of fact, not opinion.

218, 224; *Scott v. JPMorgan Chase Bank, N.A.* (2013) 214 Cal.App.4th 743, 755.)

In granting the request for judicial notice, the trial court relied on *Ingram v. Flippo* (1999) 74 Cal.App.4th 1280, in which the complaint alleged violations by the district attorney of the Ralph M. Brown Act (Gov. Code, § 54950 et seq.) by its release of a letter and media release stating that the plaintiff and other members of the school board had violated the act. In ruling on the district attorney's demurrer, the court noted that the complaint quoted from the documents at issue, but did not attach them. The court granted the district attorney's request for judicial notice, finding that "[s]ince the contents of the letter and media release form the basis of the allegations in the complaint, it is essential that we evaluate the complaint by reference to these documents." (*Ingram*, *supra*, at p. 1285, fn. 3.)

Pishgoo distinguishes the holding in *Ingram* on the basis that the trial court here improperly took judicial notice of the truth of the documents. However, the trial court recognized that in taking judicial notice, "'the truthfulness and proper interpretation of the document are disputable,'" citing *Ragland v. U.S. Bank National Assn.* (2012) 209 Cal.App.4th 182, 193. The trial court only considered the documents to determine what statements were made, i.e., the asserted defamatory comment and follow-up letter, not the truth of the statements in the documents. Whether Pishgoo in fact "sabotage[d]" the deal between Solar and Motlagh was not before the trial court in ruling on the demurrer.[4]

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[4] While Langroudi and Solar argued that the court should consider the May 30, 2015 letter to show that Langroudi did not know Pishgoo was representing Motlagh, the court relied only on

Moreover, as the trial court observed, Pishgoo attached the exact documents at issue to his opposition to the demurrer. Thus, the contents of the documents were "not reasonably subject to dispute and are capable of immediate and accurate determination by resort to sources of reasonably indisputable accuracy." (Evid. Code, § 452, subd. (h).) As in *Ingram*, judicial notice was appropriate to evaluate the complaint, especially because it quoted only a portion of the allegedly defamatory statement. (See *Ingram v. Flippo*, *supra*, 74 Cal.App.4th at p. 1285, fn. 3.) The trial court did not abuse its discretion in granting the request for judicial notice. (*Hart v. Darwish*, *supra*, 12 Cal.App.5th at p. 224.)

B. *The Trial Court Did Not Err in Finding the Statement in Langroudi's Email Was a Non-defamatory Statement of Opinion*

1. *Standard of Review*

When a demurrer has been sustained, we determine whether the complaint states facts sufficient to constitute a cause of action. (*Loeffler v. Target Corp.* (2014) 58 Cal.4th 1081, 1100 (*Loeffler*); *Sierra Palms Homeowners Assn. v. Metro Gold Line Foothill Extension Construction Authority* (2018) 19 Cal.App.5th 1127, 1132 (*Sierra Palms*).) "We follow the well-settled rule that '[w]hen reviewing a judgment dismissing a complaint after the granting of a demurrer without leave to amend, courts must

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the challenged statement in the May 18, 2015 email that Langroudi was "not sure who is giving you advise [sic]" in reaching its conclusion that Langroudi did not know who was advising Motlagh, and thus the statement was not "concerning" Pishgoo.

assume the truth of the complaint's properly pleaded or implied factual allegations.' [Citation.] On the other hand, the reviewing court 'does not . . . assume the truth of contentions, deductions or conclusions of law.' [Citation.]" (*Loeffler*, *supra*, at p. 1100; accord, *Boyd v. Freeman* (2017) 18 Cal.App.5th 847, 853.) "We also consider matters that may be judicially noticed, and a ""complaint otherwise good on its face is subject to demurrer when facts judicially noticed render it defective."""" (*Brown v. Deutsche Bank National Trust Co.* (2016) 247 Cal.App.4th 275, 279; accord, *Sierra Palms*, *supra*, 19 Cal.App.5th at p. 1132.)

We review the trial court's denial of leave to amend for an abuse of discretion, and "decide whether there is a reasonable possibility that the defect can be cured by amendment." (*Loeffler*, *supra*, 58 Cal.4th at p. 1100; see also *Brown v. Deutsche Bank National Trust Co.*, *supra*, 247 Cal.App.4th at p. 279.) "'The plaintiff has the burden of proving that [an] amendment would cure the legal defect . . . .' [Citations.]" (*Sierra Palms*, *supra*, 19 Cal.App.5th at p. 1132; accord, *Brown*, *supra*, at p. 279.)

2. *Governing Law*

"'Defamation is the intentional publication of a statement of fact that is false, unprivileged, and has a natural tendency to injure or that causes special damage. [Citation.] Thus, to state a defamation claim, the plaintiff must present evidence of a statement of fact that is provably false.'" (*Charney v. Standard General, L.P.* (2017) 10 Cal.App.5th 149, 157; see also *Jackson v. Mayweather* (2017) 10 Cal.App.5th 1240, 1261 [defamation requires """"a provably false assertion of fact""""].)

"""The sine qua non of recovery for defamation . . . is the existence of falsehood.' [Citation.] Because the statement must

contain a provable falsehood, courts distinguish between statements of fact and statements of opinion for purposes of defamation liability. Although statements of fact may be actionable as libel, statements of opinion are constitutionally protected. [Citation.]" . . .' [Citation.]" (*ZL Technologies, Inc. v. Does 1-7* (2017) 13 Cal.App.5th 603, 624; accord, *Baker v. Los Angeles Herald Examiner* (1986) 42 Cal.3d 254, 259-260 (*Baker*) ["'In this context courts apply the Constitution by carefully distinguishing between statements of opinion and fact, treating the one as constitutionally protected and imposing on the other civil liability for its abuse'"].)

However, as we held in *Jackson*, while "'mere opinions are generally not actionable [citation], a statement of opinion that implies a false assertion of fact is . . . .' [Citations.] Thus, the 'inquiry is not merely whether the statements are fact or opinion, but "'whether a reasonable fact finder could conclude the published statement declares or implies a provably false assertion of fact.'"' [Citations.]" (*Jackson v. Mayweather*, *supra*, 10 Cal.App.5th at p. 1261 [finding statement by the defendant that he ended his relationship with the plaintiff in part because of her abortion, and not his abusive behavior toward her, was "an assertion of fact capable of being proved true or false, not opinion"]; accord, *Ruiz v. Harbor View Community Assn.* (2005) 134 Cal.App.4th 1456, 1472 [finding opinion in letter that attorney "was 'reprehensible,' engaged in 'unconscionable' conduct, . . . and 'egregiously violated' his statutory duty as an

attorney" were actionable as statements of fact given citations to specific code sections the attorney violated].)[5]

Other courts have found statements of opinion not actionable where the opinions did not imply "provably false assertion[s] of fact." (See *Charney v. Standard General, L.P.*, *supra*, 10 Cal.App.5th at p. 158 [finding statement that the plaintiff was investigated by an "independent" third party not defamatory because whether the investigation was independent did "'not imply a provably false factual assertion'"]; *Reed v. Gallagher* (2016) 248 Cal.App.4th 841, 856 [finding statement that "'[l]egal records show that [the plaintiff] is an unscrupulous lawyer who was sued for negligence, fraud and financial elder abuse'" was non-actionable because whether the attorney was "'unscrupulous'" was not "provably false assertion of fact"]; *GetFugu, Inc. v. Patton Boggs LLP* (2013) 220 Cal.App.4th 141, 156 [statement that "'GetFugu runs an organization for the benefit of its officers and directors, not shareholders and employees'" was "subjective opinion with respect to corporate governance at GetFugu"].)

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[5] Pishgoo relies on *Ruiz* and *Wilbanks v. Wolk* (2004) 121 Cal.App.4th 883 to support his argument that the statement here was an assertion of fact. In *Wilbanks*, the court found the statements that an attorney "provided incompetent advice" and was "unethical" were defamatory, where the statements referenced a judgment against the attorney and an investigation by the department of insurance. (*Wilbanks*, *supra*, at p. 904.) The court found that the statements "reasonably can be construed as asserting as fact that [the] plaintiffs had engaged in specific wrongful conduct leading to a judgment and an investigation." (*Ibid.*) We find both cases are distinguishable as involving provably false statements.

The determination of whether a statement is one of fact or opinion is a question of law to be decided by the court. (*John Doe 2 v. Superior Court* (2016) 1 Cal.App.5th 1300, 1312; *J-M Manufacturing Co., Inc. v. Phillips & Cohen LLP* (2016) 247 Cal.App.4th 87, 104.) A court construing an allegedly defamatory statement must consider the context in which the statement was made. (*ZL Technologies, Inc. v. Does 1-7*, *supra*, 13 Cal.App.5th at pp. 624-625 ["courts must also consider the context of the allegedly defamatory statements, '"examin[ing] the nature and full content of the particular communication, as well as the knowledge and understanding of the audience targeted by the publication"'"]; *John Doe 2*, *supra*, at p. 1312 [""'a court is to place itself in the situation of the hearer or reader'"'"].)

Langroudi and Solar argue that the statement at issue here, by starting with the phrase "it seems," reflects the subjective opinion of Langroudi, and is not a provably false assertion of fact. Our Supreme Court addressed similar language of "apparency" in *Baker*, holding: "Where the language of the statement is 'cautiously phrased in terms of apparency,' the statement is less likely to be reasonably understood as a statement of fact rather than opinion. [Citation.]" (*Baker*, *supra*, 42 Cal.3d at pp. 260-261, fn. omitted; accord, *John Doe 2 v. Superior Court*, *supra*, 1 Cal.App.5th at pp. 1306, 1320 [finding statement that "I do not like people perpetuating what I consider bad business practices" not actionable because the "I do not like" language "underscores [the defendant's] intention to communicate a personal opinion rather [than] imply an objective and defamatory accusation of fact"].)

In *Baker,* the court considered a statement by a television reviewer that "'[m]y impression is that the executive producer

. . . , who is also vice president in charge of programs . . . , told his writer/producer . . . , "We've got a hot potato here—let's pour on titillating innuendo and as much bare flesh as we can get away with. Viewers will eat it up!"'" (*Baker*, *supra*, 42 Cal.3d at p. 258.) In finding that the review stated a non-defamatory opinion, the court found, "The statement begins with the phrase '[m]y impression is . . . .' The dictionary meaning of 'impression' is 'belief' or 'view' or 'opinion.' (American Heritage Dict. of the English Language (1970) pp. 661 & 921.) When one states a view in terms of an 'impression,' the listener or reader is on notice that the maker is not vouching for its accuracy. A reasonable person would understand that a statement of opinion rather than of fact was to follow." (*Id.* at pp. 261-262; see also *Gregory v. McDonnell Douglas Corp.* (1976) 17 Cal.3d 596, 599 [finding statements by employer in labor dispute referring to union leaders' "'apparent self-interests'" and stating that "'[a]pparently'" there were internal politics causing the leaders to seek personal gain and political prestige were non-actionable statements of opinion]; *Carr v. Warden* (1984) 159 Cal.App.3d 1166, 1168, 1170 [finding statement to newspaper reporter that "'I think someone is being bought on the Planning Commission'" was "'"cautiously phrased in terms of apparency,"'" and not actionable].)

Pishgoo argues that although the challenged statement is prefaced with the phrase "it seems," the statement implies an assertion of objective fact, citing to *Milkovich v. Lorain Journal Co.* (1990) 497 U.S. 1, 18 [110 S.Ct. 2695, 111 L.Ed.2d 1] (*Milkovich*). In *Milkovich*, the United States Supreme Court rejected the argument that there is "a wholesale defamation exemption for anything that might be labeled 'opinion,'" finding statements in a newspaper suggesting a school coach lied at a

judicial hearing were defamatory, including a statement that """[a]nyone who attended the meet . . . knows in his heart that [the coach] lied at the hearing after . . . having given his solemn oath to tell the truth."""" (*Id*. at pp. 5, 18.)

The court explained, "If a speaker says, 'In my opinion John Jones is a liar,' he implies a knowledge of facts which lead to the conclusion that Jones told an untruth. . . . Simply couching such statements in terms of opinion does not dispel these implications; and the statement, 'In my opinion Jones is a liar,' can cause as much damage to reputation as the statement, 'Jones is a liar.' . . . '[It] would be destructive of the law of libel if a writer could escape liability for accusations of [defamatory conduct] simply by using, explicitly or implicitly, the words "I think."' [Citation.]" (*Milkovich*, *supra*, 497 U.S. at pp. 18-19.)

The court concluded, "The dispositive question in the present case then becomes whether a reasonable factfinder could conclude that the statements in the . . . column imply an assertion that [the coach] perjured himself in a judicial proceeding. We think this question must be answered in the affirmative." (*Milkovich*, *supra*, 497 U.S. at p. 21.) Significantly, the court found, "A determination whether [the coach] lied in this instance can be made on a core of objective evidence by comparing, *inter alia,* [the coach's] testimony before the [hearing] board with his subsequent testimony before the trial court." (*Ibid*.)

3. *The Challenged Statement Expressed an Opinion, Not a Provably False Statement of Fact*

Langroudi's statement, "not sure who is giving you advise [*sic*], it seems like they wanted to sabotage your deal," is

"'cautiously phrased in terms of apparency.'" (*Baker*, *supra*, 42 Cal.3d at p. 260, fn. omitted.) The statement conveys Langroudi's opinion that, based on the manner in which Motlagh communicated with him, her advisor was seeking to prevent her from obtaining an employment contract with Solar. We find the language "it seems," as used here, is similar to the phrases "my impression," "apparently," and "I think," as used in *Baker*, *supra*, 42 Cal.3d at p. at p. 258, *Gregory v. McDonnell Douglas Corp.*, *supra*, 17 Cal.3d at p. 599, and *Carr v. Warden*, *supra*, 159 Cal.App.3d at p. 1168. (See Webster's New World Dict. (3d college ed. 1988) p. 1215 ["seem" defined as "to appear to be," "to appear; give the impression," "to have the impression; think," "to be apparently true"].)

Unlike in *Milkovich*, where the question whether the coach had committed perjury was "sufficiently factual to be susceptible of being proved true or false" (*Milkovich*, *supra*, 497 U.S. at p. 21), whether Pishgoo had taken steps in advising Motlagh "to sabotage" the deal for Motlagh to work for Solar is subjective, and not capable of verification. Indeed, reasonable people would disagree as to whether Motlagh's aggressive position during the negotiations was intended to sabotage the deal or ensure that the final contract language was fair. As the complaint alleged, "It took many reviews, corrections, hours of research and analysis and many meetings with [Motlagh] to finally correct most problems related to [Solar's] attempted drafted contract . . . ."

We find the statement here is more akin to the opinion in *Reed* that the plaintiff attorney was "'unscrupulous'" (*Reed v. Gallagher*, *supra*, 248 Cal.App.4th at p. 857) and in *Charney*, that the plaintiff was investigated by an "'independent'" third party (*Charney v. Standard General, L.P.*, *supra*, 10 Cal.App.5th at

p. 158), both of which were found not to be provably false assertions of fact.

We also look at the context here and the "knowledge and understanding of the audience targeted by the publication." (*ZL Technologies, Inc. v. Does 1-7*, *supra*, 13 Cal.App.5th at pp. 625.) Solar and Motlagh were in intensive negotiations over an employment contract. The comments by Langroudi in the May 18, 2015 email, expressing frustration about the many edits Motlagh proposed to the contract (i.e., "every time we send you things you say its [*sic*] crap"), were the type of statements that a negotiating party would make in the heat of the negotiations, as opposed to a statement of fact intended to be relied upon by the audience, here Motlagh.[6] (See *Gregory v. McDonnell Douglas Corp.*, *supra*, 17 Cal.3d at p. 604 [finding statements made in context of heated labor dispute not actionable].)

The trial court did not err in sustaining the demurrer to Pishgoo's libel cause of action because the challenged statement

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[6] Pishgoo argues that Langroudi's statement was actionable because it was made by someone "with specialized knowledge of the industry," citing to *Slaughter v. Friedman* (1982) 32 Cal.3d 149, 154. Our Supreme Court in *Slaughter* held that where statements are made by a professional whose accusations "carry a ring of authenticity and reasonably might be understood as being based on fact," the statement may be actionable. (*Ibid.*) However, as the court later explained in *Baker*, in distinguishing the insurance context in *Slaughter*, "[a]n insured reasonably expects an insurance company's explanation regarding noncoverage of a claim to be based on facts." (*Baker*, *supra*, 42 Cal.3d at p. 267.) We find in the context alleged here that Motlagh treated Langroudi as the negotiating party, not her trusted advisor.

conveys an opinion, not a provably false statement of fact. (*Loeffler*, *supra*, 58 Cal.4th at p. 1100.)[7] Pishgoo also contends the trial court abused its discretion in denying him leave to amend, but he does not suggest any additional facts he could have alleged to state a cause of action. Moreover, we find the challenged statement is not defamatory as a matter of law. (See *Doe v. United States Youth Soccer Assn., Inc.* (2017) 8 Cal.App.5th 1118, 1143 [""Leave to amend is properly denied if the facts and nature of [the] plaintiff's claim are clear and under the substantive law, no liability exists"""].) We therefore find the trial court did not abuse its discretion in denying leave to amend.[8]

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[7] Pishgoo also contends the trial court incorrectly found that the statement "it seems like they wanted to sabotage your deal" was not "of and concerning" Pishgoo (see *Jackson v. Mayweather*, *supra*, 10 Cal.App.5th at p. 1260) because the statement started by saying, "not sure who is giving you advise [*sic*]." Because we find the statement conveys an opinion, we need not reach this issue.

[8] Solar points out in its brief that the judgment contains a typographical error in awarding costs to "Defendants Farhad Pishgoo and Andrew Langroudi," instead of to Solar and Langroudi. Upon issuance of the remittitur, the trial court should correct this error.

DISPOSITION

The judgment is affirmed. Langroudi and Solar are awarded their costs on appeal.

FEUER, J.*

We concur:

PERLUSS, P. J.

SEGAL, J.

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* Judge of the Los Angeles Superior Court, assigned by the Chief Justice pursuant to article VI, section 6 of the California Constitution.