



## DISCUSSION

The purpose of a motion to dismiss under Fed.R.Civ.P. 12(b)(6) is to test the legal sufficiency of the complaint. *Holder v. City of Allentown*, 987 F.2d 188, 194 (3d Cir. 1993). When considering a motion to dismiss for failure to state a claim under Rule 12(b)(6), the court must accept all well pleaded allegations as true and view them in the light most favorable to Plaintiff. *Christopher v. Harbury*, 536 U.S. 403, 406 (2002); *Jordan v. Fox, Rothschild, O'Brien & Frankel*, 20 F.3d 1250, 1261 (3d Cir. 1994). The court must consider only the facts alleged in the complaint and its attachments. *Id.* The court may not dismiss the complaint unless the Plaintiff can prove no set of facts which would entitle them to relief. *Conley v. Gibson*, 355 U.S. 41, 45-46 (1957).

To state a claim for tortious interference with a business relationship, Plaintiff must prove: “(1) the existence of a contractual relationship; (2) an intent on the part of the defendant to harm the plaintiff by interfering with that contractual relationship; (3) the absence of a privilege or justification for such interference; and (4) damages resulting from the defendant's conduct.” *Famology.Com, Inc. v. Perot Sys. Corp.*, 158 F. Supp. 2d 589, 592 (E.D. Pa. 2001); See also *Triffin v. Janssen*, 626 A.2d 571, 574 (Pa. Super. 1993).

Viewing the evidence in the light most favorable to Laminar, we accept Laminar's facts for the purpose of ruling on Defendants' motion to dismiss. *Christopher*, 536 U.S. at 406. The facts educed at the hearing show sufficient similarity between Laminar's manufacturing technology and those found on ISI's website to survive a Rule 12(b)(6) challenge. Whether the facts will ultimately support Laminar's claim remains a question for the fact-finder. Therefore, we will deny the Defendant's motion as to Laminar's breach of contract claim.

Laminar claims Key and Hennessey tortiously interfered with Laminar's business

relationships when they contacted Laminar customers with the intent to sell products to them. At the hearing, Eric Diccianni testified Laminar knew of one customer Defendants allegedly contacted and tried to sell products to. Diccianni admitted however, that this customer still purchased products from Laminar, despite Defendants' contact.

Laminar has failed to make a prima facie case for tortious interference with a business relationship. In order to succeed in a tortious interference claim, Laminar must show it was damaged by Defendants' alleged customer contact. The only customer Laminar contends was contacted still purchased its products from Laminar. Laminar has failed to show it was damaged by Defendants' actions and therefore has failed to prove tortious interference. Accordingly, we enter the following:

**ORDER**

AND NOW, this 1<sup>st</sup> day of February, 2005, Plaintiff's Tortious Interference with a Business Relationship claims (Count VI, Count VII) are Dismissed. Plaintiff's Motion to Compel Production (Doc.12) is granted in part and denied in part. Defendants are directed to produce all relevant information on their utilization of knife edge and panelized steel technology.

BY THE COURT:

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Juan R. Sánchez, J.