





















1032.) Since neither plaintiff nor defendants suggest that the elements of a cause of action for breach of the implied covenant in this context would differ from the elements of an ordinary wrongful discharge action, however, we believe that a separate discussion of the “good faith and fair dealing” covenant in this case is unnecessary.

In a similar vein, we think that the count of the complaint seeking recovery for intentional interference with contractual relations should not be viewed as stating a cause of action distinct from the wrongful discharge claim. (Cf. [Top Serv. Body Shop, Inc. v. Allstate Ins. Co. \(1978\) 283 Or. 201, 582 P.2d 1365, 1368-1371.](#))

- 1 In his “First Cause of Action (Tort of Wrongful Discharge)” plaintiff alleges defendants “maliciously, without just cause or excuse, and with wilful intent to injure plaintiff, conspired to bring about plaintiff’s disgrace, humiliation, and ruin, and to cause and to carry out plaintiff’s discharge from his employment, and to deprive plaintiff of his right to employment with Arco, by falsely accusing plaintiff of incompetence in his work and by ultimately causing and bringing about his discharge from his employment.” Although couched in language of oppression, no tortious act sufficient to withstand demurrer is alleged beyond the conclusionary claim of a new and novel “Tort of Wrongful Discharge.”

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