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JAKE CHATTERS
EXECUTIVE OFFICER & CLERK
By: N. O'Connell, Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF PLACER

WESTERN PLACER UNIFIED
SCHOOL DISTRICT,

Plaintiff and Petitioner,

v.

THE GATHERING INN, ET AL.,

Defendants and
Respondents.

Case No.: S-CV-0053727

RULING ON SUBMITTED MATTERS

On June 17, 2025, three demurrers to the first amended petition and complaint came on for hearing filed by defendants and respondents (1) The Gathering Inn, (2) the California Department of Social Services and Jennifer Troia in her official capacity as Director of the California Department of Social Services, and (3) Rob Bonta in his official capacity of Attorney General for the State of California and the State of California. A fourth demurrer was reserved for hearing, but appeared to be a duplicate reservation. Appearances are as stated in the minutes. The court heard oral argument and took the motions under submission. The court has considered all briefing in this matter and oral argument and rules as follows:

1 Demurrer to the First Amended Petition and Complaint ("FAC")

2 Defendants and respondents California Department of Social Services
3 ("DSS") and Jennifer Troia in her official capacity as Director of DSS demur
4 to the fourth and sixth causes of action for failure to state a claim. Plaintiff
5 and petitioner opposes the demurrer.

6 Defendants' request for judicial notice is granted.

7 A party may demur where the pleading does not state facts sufficient
8 to constitute a cause of action. (Code Civ. Proc., § 430.10, subd. (e).) A
9 demurrer tests the legal sufficiency of the pleadings, not the truth of the
10 allegations or the accuracy of the described conduct. (*Bader v. Anderson*
11 (2009) 179 Cal.App.4th 775, 787.) The allegations in the pleadings are
12 deemed true no matter how improbable they may seem. (*Del E. Webb Corp.*
13 *v. Structural Materials Co.* (1981) 123 Cal.App.3d 593, 604.) However, the
14 court does not assume the truth of contentions, deductions, or conclusions
15 of facts or law. (*Evans v. City of Berkeley* (2006) 38 Cal.4th 1, 6.) The court
16 may only refer to matters outside the pleading that are subject to judicial
17 notice. (*Rea v. Blue Shield of California* (2014) 226 Cal.App.4th 1209,
18 1223.)

19 A brief summary of the Community Care Expansion Program, the
20 request for applications promulgated in part by DSS, and the allegations of
21 the FAC is necessary prior to assessing defendants' contentions raised by
22 demurrer.

23 *Community Care Expansion Program*

24 The California State Legislature enacted the Community Care
25 Expansion Program ("CCE Statute") to provide grant funding for projects as
26 approved to preserve or expand residential adult and senior care facilities.
27 (2021 Cal. Stat. (2021–2022 Reg. Sess.), A.B. 172, ch. 696, enacting Welf.
28 & Inst. Code, §§ 18999.97, 18999.98.) The Legislature authorized the

1 California Department of Social Services ("DSS") to, in its discretion, award
2 funds to qualified grantees and to develop criteria for the program and may
3 implement "all-county letters or similar instruction that shall have the same
4 force and effect as regulations." (Welf. & Inst. Code, § 18999.97, subds. (b),
5 (d), (k).) The Legislature authorized DSS to enter into an agreement with a
6 third-party for administrative services to implement the legislation. (*Id.* at
7 subd. (b)(1).) The Legislature exempted programs using CCE program funds
8 from local and land use authority. (*Id.* at subd. (l).) The Legislature also
9 provided, "The state shall be immune from any liability resulting from the
10 implementation of this chapter." (*Id.* at subd. (m).)

11 *Requirements of the Joint RFA*

12 Plaintiff's FAC alleges that DSS implemented a CCE program update,
13 which specified, "applications will not be funded until applicants have
14 completed all necessary steps in the pre-development phase to ensure their
15 projects are launch ready." (FAC, ¶ 33.) Such steps included,
16 "documentation of active community engagement and support, particularly
17 with people with lived experience. Insights from the community should be
18 included in project planning, design, implementation, and evaluation."
19 (*Ibid.*) The CCE program update is attached to the FAC as Exhibit A. The
20 DSS further implemented the program by issuing a Joint Request for
21 Applications ("Joint RFA"), outlining the requirements for an applicant to
22 apply for grant funding. (FAC, ¶¶ 34–35.) The Joint RFA, attached to the FAC
23 as Exhibit B, requires active community engagement and support:

24 **Approval and engagement**

- 25 • Organizational support is indicated by a letter from the CEO and/or
26 board, county board of supervisors, or tribal council resolution, as
27 applicable.

- Applicant provides documentation of active community engagement and support, particularly with people with lived experience. Insights from the community should be included in project planning, design, implementation, and evaluation. Examples may include survey results, notes taken during stakeholder engagement sessions, etc.
- **BHCIP Launch Ready only:** City, nonprofit, or private applicants must include a letter of support from their county behavioral health agency or, if a tribal facility, the tribal board at the time of application or within the grant decision period.
 - The letter must indicate that BHCIP grantees that operate Medi-Cal behavioral health services will have in place a contract with their county to ensure the provision of Medi-Cal services once the financed facility's expansion or construction is complete.

(FAC, Exh. B, sec. 3.4.)

The Joint RFA included, as an attachment, "Form 6," entitled "Community Engagement Tracking Form," attached to the FAC as Exhibit B, requests information regarding community involvement:

Instructions: Explain how stakeholders (e.g., community-based organizations [CBOs], members of the target population, residents, civil leaders, and frontline staff) have been meaningfully involved in the visioning and development of this project.

(FAC, ¶ 35; Exh. D.)

The DSS further implemented the CCE program through two videos for grant applicants, entitled the Good Neighbors Stakeholder Videos, Parts 1 and 2, which include:

for example, the moderator advises: "It seems obvious that you need buy in with your local officials[;]" What about school board members

1 . . . [you need them, too . . . ;] “[The] story should never be: I’m
2 allowed to do this so I’m doing it.”

3 (FAC, ¶ 38.)

4 *Plaintiff’s Allegations in the FAC*

5 Plaintiff alleges DSS had a ministerial duty to award CCE grants in
6 conformity with the requirements it promulgated in the Joint RFA. Although
7 The Gathering Inn did not engage the community for the Lincoln site as
8 DSS’s own rules required, DSS approved the grant application anyway,
9 thereby violating its ministerial duty to follow its own rules. Plaintiff also
10 alleges to the extent DSS had any discretion in how to award a CCE grant, it
11 abused that discretion by failing to comply with its own requirements.
12 Plaintiff seeks a declaration that DSS’s approval of The Gathering Inn’s grant
13 violated DSS’s own program requirements and that the grant is therefore
14 invalid. Plaintiff also seeks issuance of a writ of mandate ordering DSS to
15 withdraw its approval of The Gathering Inn’s grant application and stop
16 disbursement of all funding thereto.

17 *Sixth Cause of Action – Petition for Writ of Mandate*

18 Defendants contend the mandamus claim fails because DSS and its
19 director have no ministerial duty to withdraw approval of The Gathering
20 Inn’s grant application. “A writ of mandate may be issued by any court . . .
21 to compel the performance of an act which the law specially enjoins, as a
22 duty resulting from an office, trust, or station . . .” (Code Civ. Proc., § 1085,
23 subd. (a).) “Two basic requirements are essential to the issuance of the writ:
24 (1) A clear, present and usually ministerial duty upon the part of the
25 respondent [citations]; and (2) a clear, present and beneficial right in the
26 petitioner to the performance of that duty. [Citation.]” (*In re Dohner* (2022)
27 79 Cal.App.5th 590, 597, citations and internal quotation marks omitted.)
28 Taking the allegations of the FAC as true, it does not appear defendants

1 have a ministerial duty to withdraw their approval of The Gathering Inn's
2 grant application and stop disbursement of all funding thereto. Moreover,
3 while it may constitute an abuse of discretion if an agency fails to follow its
4 own promulgated rules (*Galzinski v. Somers* (2016) 2 Cal.App.5th 1165), a
5 careful review of the FAC reveals it alleges The Gathering Inn completed
6 some community engagement before amending its application for a different
7 location in the same county. Comparing these alleged facts with the
8 attachments to the FAC, including the Joint RFA and CCE update, the FAC
9 fails to sufficiently allege defendants violated their own rules and thereby
10 abused their discretion. The demurrer is sustained on this basis.

11 Defendants further contend plaintiff's mandamus claim fails because
12 the petition does not allege plaintiff's "beneficial interest" in the enforcement
13 of DSS's purported duty to rescind the grant to The Gathering Inn. The
14 "beneficial interest" requirement "'has been generally interpreted to mean
15 that one may obtain the writ only if the person has some special interest to
16 be served or some particular right to be preserved or protected over and
17 above the interest held in common with the public at large.' [Citation.]"
18 (*SJJC Aviation Servs., LLC v. City of San Jose* (2017) 12 Cal.App.5th 1043,
19 1053, citation omitted.) The petitioner's interest "'must be direct and
20 substantial.' [Citation.]" (*Ibid.*, citation omitted.) Here, the FAC alleges
21 DSS's conduct of approving The Gathering Inn's grant application without
22 following its own rules "directly and detrimentally impact[s] the District, its
23 operations, and its students," but fails to allege facts demonstrating how. To
24 borrow language from defendants' moving papers, "The District's fears and
25 stereotypes against individuals who have experienced homelessness do not
26 show that the District faces any concrete, actual, and non-conjectural harm
27 as necessary to establish a beneficial interest." The FAC does not support an
28

1 interest above the general public's interest. The demurrer is sustained on
2 this basis as well.

3 *Fourth Cause of Action – Declaratory Relief*

4 Defendants contend plaintiff's allegations are as to defendants' past
5 acts, which cannot constitute an "actual controversy" for a declaratory relief
6 claim. "[C]omplaining of past acts' by the defendant does not constitute an
7 actual controversy "relating to the legal rights and duties of the respective
8 parties" within the meaning of Code of Civil Procedure section 1060.'

9 [Citation.]" (*City of Gilroy v. Super. Court* (2023) 96 Cal.App.5th 818, 834.)

10 "The purpose of a judicial declaration of rights in advance of an actual
11 tortious incident is to enable the parties to shape their conduct so as to
12 avoid a breach. '[D]eclaratory procedure operates prospectively, and not
13 merely for the redress of past wrongs. It serves to set controversies at rest
14 before they lead to repudiation of obligations, invasion of rights or
15 commission of wrongs; in short, the remedy is to be used in the interests of
16 preventive justice, to declare rights rather than execute them.' [Citations.]"
17 (*Babb v. Super. Court* (1971) 3 Cal.3d 841, 848.)

18 Here, the FAC alleges The Gathering Inn did not engage the
19 community for the Lincoln site as DSS's own rules required and that DSS
20 approved the grant application anyway, thereby violating its own rules.
21 These allegations pertain to alleged past wrongs. To borrow language from
22 the *Babb* court, "No . . . preventive benefit is possible here." (*Babb, supra*,
23 at p. 848.) For this reason, the demurrer is sustained as to the fourth cause
24 of action.

25 Based on the foregoing, the demurrer is sustained in its entirety.
26 Plaintiff is afforded leave to amend and a second amended complaint, if any,
27 shall be filed and served within 10 days of notice of entry of order.

1 Demurrer to the First Amended Petition and Complaint ("FAC")

2 Defendant and respondent The Gathering Inn ("defendant") demurs to
3 the first through fourth causes of action of the FAC. Plaintiff and petitioner
4 opposes the demurrer.

5 A party may demur where the pleading does not state facts sufficient
6 to constitute a cause of action. (Code Civ. Proc., § 430.10, subd. (e).) A
7 demurrer tests the legal sufficiency of the pleadings, not the truth of the
8 allegations or the accuracy of the described conduct. (*Bader v. Anderson*
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19 the FAC is necessary prior to assessing defendant's contentions raised by
20 demurrer.

21 *Community Care Expansion Program*

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23 Expansion Program ("CCE Statute") to provide grant funding for projects as
24 approved to preserve or expand residential adult and senior care facilities.
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27 California Department of Social Services ("DSS") to, in its discretion, award
28 funds to qualified grantees and to develop criteria for the program and may

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2 force and effect as regulations." (Welf. & Inst. Code, § 18999.97, subds. (b),
3 (d), (k).) The Legislature authorized DSS to enter into an agreement with a
4 third-party for administrative services to implement the legislation. (*Id.* at
5 subd. (b)(1).) The Legislature exempted programs using CCE program funds
6 from local and land use authority. (*Id.* at subd. (l).) The Legislature also
7 provided, "The state shall be immune from any liability resulting from the
8 implementation of this chapter." (*Id.* at subd. (m).)

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10 Plaintiff's FAC alleges that DSS implemented a CCE program update,
11 which specified, "applications will not be funded until applicants have
12 completed all necessary steps in the pre-development phase to ensure their
13 projects are launch ready." (FAC, ¶ 33.) Such steps included,
14 "documentation of active community engagement and support, particularly
15 with people with lived experience. Insights from the community should be
16 included in project planning, design, implementation, and evaluation."
17 (*Ibid.*) The CCE program update is attached to the FAC as Exhibit A. The
18 DSS further implemented the program by issuing a Joint Request for
19 Applications ("Joint RFA"), outlining the requirements for an applicant to
20 apply for grant funding. (FAC, ¶¶ 34–35.) The Joint RFA, attached to the FAC
21 as Exhibit B, requires active community engagement and support:

22 **Approval and engagement**

- 23 • Organizational support is indicated by a letter from the CEO and/or
24 board, county board of supervisors, or tribal council resolution, as
25 applicable.
- 26 • Applicant provides documentation of active community engagement
27 and support, particularly with people with lived experience. Insights
28 from the community should be included in project planning, design,

1 implementation, and evaluation. Examples may include survey
2 results, notes taken during stakeholder engagement sessions, etc.

- 3 • **BHCIP Launch Ready only:** City, nonprofit, or private applicants
4 must include a letter of support from their county behavioral health
5 agency or, if a tribal facility, the tribal board at the time of
6 application or within the grant decision period.

- 7 - The letter must indicate that BHCIP grantees that operate
8 Medi-Cal behavioral health services will have in place a
9 contract with their county to ensure the provision of Medi-Cal
10 services once the financed facility's expansion or construction
11 is complete.

12 (FAC, Exh. B, sec. 3.4.)

13 The Joint RFA included, as an attachment, "Form 6," entitled
14 "Community Engagement Tracking Form," attached to the FAC as Exhibit B,
15 requests information regarding community involvement:

16 *Instructions: Explain how stakeholders (e.g., community-based*
17 *organizations [CBOs], members of the target population, residents,*
18 *civil leaders, and frontline staff) have been meaningfully involved in*
19 *the visioning and development of this project.*

20 (FAC, ¶ 35; Exh. D.)

21 The DSS further implemented the CCE program through two videos for
22 grant applicants, entitled the Good Neighbors Stakeholder Videos, Parts 1
23 and 2, which includes:

24 for example, the moderator advises: "It seems obvious that you need
25 buy in with your local officials[;]" What about school board members
26 . . . [you need them, too . . . ;] "[The] story should never be: I'm
27 allowed to do this so I'm doing it."

28 (FAC, ¶ 38.)

1 *Plaintiff's Allegations in the FAC*

2 Plaintiff alleges defendant The Gathering Inn initially applied for a
3 grant for a medical respite shelter in Roseville, California, where it
4 represented it had made community engagement efforts and received some
5 support, including verbal support from the Roseville City Council. (FAC, ¶¶
6 43–46.) When The Gathering Inn ultimately did not receive written support
7 from the City of Roseville, The Gathering Inn did not provide this information
8 to DSS and instead began looking for a new facility location, which it found
9 in Lincoln. (FAC, ¶¶ 48, 50, 52.) The Gathering Inn advised DSS's
10 administrator it was looking into the Lincoln site; DSS's administrator later
11 advised this may constitute a new, separate project but that a re-review of
12 the application could be submitted. (FAC, ¶¶ 52–53.) The Gathering Inn then
13 submitted a revised CCE application listing the Lincoln site without including
14 information about community engagement for the new site. (FAC, ¶¶ 55–56,
15 58–61.) Nonetheless, DSS approved and authorized funding for the project.
16 (FAC, ¶¶ 66–67.) Plaintiff alleges The Gathering Inn concealed material
17 information thereby disallowing plaintiff's participation as a community
18 stakeholder and defrauding DSS. Plaintiff also alleges the Lincoln site is
19 within one mile of three schools (a middle school, an elementary school, and
20 a high school) and on the path of young students traveling to and from
21 school. Plaintiff alleges the planned shelter poses a safety risk to students,
22 staff, and the community, is a public nuisance, and may expose students
23 and staff to drug paraphernalia, unsafe debris, and individuals who are
24 mentally or physically unwell, who have substance abuse issues, or who are
25 sex offenders, all of whom will be permitted to come and go at will. There
26 will be a need for increased security measures to prevent unauthorized
27 access to school grounds and possible security personnel or surveillance
28 systems.

1 *First Cause of Action – Deceit / Concealment*

2 Defendant contends the first cause of action for fraud fails because
3 defendant owes no duty to disclose to plaintiff. A duty to disclose a material
4 fact may arise in several ways, including imposition by statute or other ways
5 which assume a pre-existing relationship between the parties. (*Rattagan v.*
6 *Uber Technologies, Inc.* (2024) 17 Cal.5th 1, 40.) Here, the FAC alleges no
7 prior relationship between the parties, and that the “District and the public
8 at large” were deceived by the failure to disclose the contents of defendant’s
9 application in advance, despite the fact that a fraud duty to disclose “cannot
10 arise between the defendant and the public at large.” (*Rattagan v. Uber*
11 *Techs., Inc.* (2024) 17 Cal.5th 1, 41.) However, defendant’s argument fails
12 to acknowledge that the CCE Statute authorizes the DSS to “implement and
13 administer this chapter through all-county letters or similar instruction that
14 shall have the same force and effect as regulations.” (Welf. & Inst. Code, §
15 18999.97, subd. (k).) The FAC alleges the CCE Update, the Joint RFA, and
16 the CCE application have the force and effect of regulations and specify a
17 duty to engage community stakeholders. It is unclear to the court whether
18 these documents are in fact “all-county letters or similar instructions” so as
19 to be given the full force and effect of regulations, but the court must accept
20 all allegations in the complaint as true and defendant fails to show that they
21 are not through judicially noticeable information. Accordingly, the duty to
22 disclose element is pleaded with minimal sufficiency at the early pleading
23 stage.

24 However, a careful review of the FAC reveals it alleges plaintiff’s harm
25 in a speculative and conclusory manner unsupported by facts. On this basis,
26 the demurrer is sustained on the first cause of action.

27 *Second Cause of Action – Public Nuisance*

28 Defendant contends the second cause of action for public nuisance fails

1 because plaintiff does not plead any action or omission sufficient to rise to
2 the level of a public nuisance. Defendant further contends that a medical
3 facility in a residential neighborhood is not a public nuisance as a matter of
4 law, relying on *Jones v. City of Los Angeles* (1930) 211 Cal. 304. However,
5 the shelter here is not a sanitarium or a medical facility in the strictest
6 sense, and defendant presents no authority indicating a medical respite
7 facility to assist individuals experiencing homelessness falls within the same
8 category.

9 Defendant further contends the nuisance claim is based on what
10 plaintiff worries the shelter's patients will do when they travel outside of the
11 facility. These allegations of how the shelter and its patients will be harmful
12 to the health and safety of students or otherwise pose a risk are alleged in a
13 speculative and conclusory manner unsupported by facts. Moreover, "It goes
14 without saying that human beings do not constitute nuisances in themselves
15" (*People v. Padilla-Martel* (2022) 78 Cal.App.5th 139, 153.) On this
16 basis, the second cause of action fails to state a claim and the demurrer is
17 sustained.

18 *Third Cause of Action – Intentional Interference with Educational*
19 *Operations*

20 Defendant contends the third cause of action for intentional
21 interference with educational operations fails because it is not a cause of
22 action and this court should not create a new tort. The court agrees. Plaintiff
23 argues this claim should nonetheless survive as akin to the well-established
24 tort of intentional interference with business relations, which requires: "(1) a
25 contract between plaintiff and a third party, (2) defendant's knowledge of
26 the contract, (3) defendant's intentional acts designed to induce breach or
27 disruption of the contract, (4) actual breach or disruption, and (5) resulting
28 damage." (*Fam. Home & Fin. Ctr. Inc. v. Fed. Home Loan Mortg. Corp.* (9th

1 Cir. 2008) 525 F.3d 822, 824.) Plaintiff urges the court to recognize the
2 relationship between a school district and the public it serves as a special
3 relationship so as to satisfy the first element. Without any authority
4 supporting such a conclusion, the court declines plaintiff's invitation. The
5 demurrer is sustained as to the third cause of action.

6 *Fourth Cause of Action – Declaratory Relief*

7 Defendant contends plaintiff's allegations are as to defendant's past
8 acts, which cannot constitute an "actual controversy" for a declaratory relief
9 claim. "[C]omplaining of past acts' by the defendant does not constitute an
10 actual controversy 'relating to the legal rights and duties of the respective
11 parties' within the meaning of Code of Civil Procedure section 1060.'

12 [Citation.]" (*City of Gilroy v. Super. Court* (2023) 96 Cal.App.5th 818, 834.)
13 "The purpose of a judicial declaration of rights in advance of an actual
14 tortious incident is to enable the parties to shape their conduct so as to
15 avoid a breach. '[D]eclaratory procedure operates prospectively, and not
16 merely for the redress of past wrongs. It serves to set controversies at rest
17 before they lead to repudiation of obligations, invasion of rights or
18 commission of wrongs; in short, the remedy is to be used in the interests of
19 preventive justice, to declare rights rather than execute them.' [Citations.]"
20 (*Babb v. Super. Court* (1971) 3 Cal.3d 841, 848.)

21 Here, the FAC alleges The Gathering Inn both withheld information and
22 made misrepresentations to DSS during its application process, which are
23 past wrongs. To borrow language from the *Babb* court, "No . . . preventive
24 benefit is possible here." (*Babb, supra*, at p. 848.) For this reason, the
25 demurrer is sustained as to the fourth cause of action.

26 Based on the foregoing, the demurrer is sustained in its entirety.
27 Plaintiff is afforded leave to amend as to the first, second, and fourth causes
28

1 of action only and a second amended complaint, if any, shall be filed and
2 served within 10 days of notice of entry of order.

3 Demurrer to the First Amended Petition and Complaint ("FAC")

4 Respondents and defendants Rob Bonta and the State of California
5 ("defendants") demur to the fifth, seventh, and eighth causes of action in
6 the FAC, as well as the FAC in its entirety. Plaintiff and petitioner ("plaintiff")
7 opposes the demurrer.

8 Defendants' request for judicial notice is granted.

9 Plaintiff's request for judicial notice is granted.

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11 to constitute a cause of action. (Code Civ. Proc., § 430.10, subd. (e).) A
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16 which specified, “applications will not be funded until applicants have
17 completed all necessary steps in the pre-development phase to ensure their
18 projects are launch ready.” (FAC, ¶ 33.) Such steps included,
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12 support, including verbal support from the Roseville City Council. (FAC, ¶¶
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14 from the City of Roseville, The Gathering Inn did not provide this information
15 to DSS and instead began looking for a new facility location, which it found
16 in Lincoln. (FAC, ¶¶ 48, 50, 52.) The Gathering Inn advised DSS's
17 administrator it was looking into the Lincoln site; DSS's administrator later
18 advised this may constitute a new, separate project but that a re-review of
19 the application could be submitted. (FAC, ¶¶ 52–53.) The Gathering Inn then
20 submitted a revised CCE application listing the Lincoln site without including
21 information about community engagement for the new site. (FAC, ¶¶ 55–56,
22 58–61.) Nonetheless, DSS approved and authorized funding for the project.
23 (FAC, ¶¶ 66–67.) Plaintiff alleges The Gathering Inn concealed material
24 information thereby disallowing plaintiff's participation as a community
25 stakeholder and defrauding DSS. Plaintiff also alleges the Lincoln site is
26 within one mile of three schools (a middle school, an elementary school, and
27 a high school) and on the path of young students traveling to and from
28 school. Plaintiff alleges the planned shelter poses a safety risk to students,

1 staff, and the community, is a public nuisance, and may expose students
2 and staff to drug paraphernalia, unsafe debris, and individuals who are
3 mentally or physically unwell, who have substance abuse issues, or who are
4 sex offenders, all of whom will be permitted to come and go at will. There
5 will be a need for increased security measures to prevent unauthorized
6 access to school grounds and possible security personnel or surveillance
7 systems. Plaintiff alleges the Attorney General and Rob Bonta in his official
8 capacity as Attorney General for the State of California have a duty to
9 administer the laws of the state of California. (FAC, ¶ 192.)

10 *Seventh and Eighth Causes of Action – Petition for Writ of Mandate*

11 Defendants contend the FAC fails to allege any basis on which to
12 assert claims against the Attorney General or the State of California. A
13 petition for writ of mandate “is the appropriate vehicle to challenge the
14 constitutionality or validity of statutes or other official acts. [Citation.]” (*City*
15 *of Redondo Beach v. Padilla* (2020) 46 Cal.App.5th 902, 909.) “[C]ontesting
16 the constitutionality of a state law is properly brought against the state
17 officer who bears the duty of enforcing that law.” (*Id.* at p. 908, fn. 4.)
18 Defendants further argue any writ precluding enforcement of the CCE
19 Statute would properly lie only against the Department of Social Services or
20 its director. (*Ibid.* [noting the State of California was “erroneously named” as
21 a defendant in a writ petition challenging the constitutionality of the
22 California Voter Participation Rights Act].) Here, the FAC alleges the Attorney
23 General “has a duty to ensure that the laws of the State are uniformly and
24 adequately enforced and to uphold the California Constitution” and that
25 defendants “have a clear, present, and ministerial duty to administer the
26 laws of the State of California.” (FAC, ¶¶ 16, 192.) While the allegations are
27 conclusory, the FAC when taken as a whole pleads with minimal sufficiency
28

1 at this early stage that a cause of action could exist against these
2 defendants.

3 Defendants argue the FAC fails to allege any cognizable claims against
4 them. The FAC alleges the CCE Statute (Welf. & Inst. Code, §§ 18999.97,
5 18999.98, enacted by 2021 Cal. Stat. (2021–2022 Reg. Sess.), A.B. 172, ch.
6 696) “unlawfully preempts and conflicts with the District’s constitutional
7 authority to ensure school and student safety within its boundaries, and
8 lacks adequate safeguards.” (FAC, ¶ 122.) As to its constitutional authority,
9 plaintiff relies on Article IX, Section 14 of the California Constitution, which
10 authorizes the California Legislature to enact laws “to provide for the
11 incorporation and organization of school districts” and to authorize school
12 districts “to initiate and carry on any programs, activities, or to otherwise act
13 in any manner which is not in conflict with the laws and purposes for which
14 school districts are established.” Defendants correctly point out that Article
15 IX, Section 14 does not confer any authority upon the District but rather
16 authorizes the Legislature to grant authority. This argument ignores that the
17 Legislature has acted to authorize school districts to act, and that the FAC
18 expressly relies on Education Code sections 32261 and 32282 for the
19 legislative granting of authority. Section 32261 recognizes public school
20 students “have the inalienable right to attend classes on school campuses
21 that are safe, secure, and peaceful,” and encourages school districts and
22 other agencies “to develop and implement interagency strategies, in-service
23 training programs, and activities that will improve school attendance and
24 reduce school crime and violence[]” (Ed. Code, § 32261, subds. (a),
25 (d).) Section 32282 provides for development of comprehensive school
26 safety plans and disaster procedures for the safety of students. These
27 statutes, through Article IX, Section 14 of the California Constitution, may
28 well be sufficient for the pleading stage. However, the FAC makes broad and

1 conclusory allegations unsupported by facts that the proposed shelter poses
2 a safety risk to students and may expose students and staff to drug
3 paraphernalia, unsafe debris, and individuals who are mentally or physically
4 unwell or have substance abuse issues or who are sex offenders. The FAC
5 falls short of alleging facts sufficient to allege the CCE Statute preempts
6 and/or conflicts with plaintiff's authority to ensure safe schools.

7 Plaintiff also alleges the CCE Statute impermissibly bypasses local land
8 use controls, the California Environmental Quality Act (CEQA, Pub. Res.
9 Code, §§ 21000, et seq.), and the Administrative Procedure Act (APA, Gov.
10 Code, §§ 11340, et seq.). However, the Legislature may expressly create
11 exemptions to CEQA and/or the APA (*North Coast Rivers Alliance v.*
12 *Westlands Water Dist.* (2014) 227 Cal.App.4th 832, 850, citations omitted
13 [providing the Legislature has the power to create statutory exemptions to
14 CEQA]; *Engelmann v. State Board of Educ.* (1991) 2 Cal.App.4th 47 [noting
15 all regulations are subject to the APA, unless expressly exempted by
16 statute]). A careful review of the CCE Statute reveals it contains substantial
17 standards to direct the implementation of policy and safeguards to help
18 ensure its appropriate implementation. Accordingly, the FAC falls short of
19 alleging any impermissibly bypassing of other laws or any unconstitutional
20 delegation of legislative authority.

21 Defendants contend the FAC fails to allege any ministerial duty to
22 support either of the mandamus claims alleged in the seventh and eighth
23 causes of action so as to justify defendants "to cease enforcement and/or
24 implementation of" Welfare and Institutions Code section 18999.97(k) and
25 (l). "A writ of mandate may be issued by any court . . . to compel the
26 performance of an act which the law specially enjoins, as a duty resulting
27 from an office, trust, or station . . ." (Code Civ. Proc., § 1085, subd. (a).)
28 "Two basic requirements are essential to the issuance of the writ: (1) A

1 clear, present and usually ministerial duty upon the part of the respondent
2 [citations]; and (2) a clear, present and beneficial right in the petitioner to
3 the performance of that duty. [Citation.]" (*In re Dohner* (2022) 79
4 Cal.App.5th 590, 597, citations and internal quotation marks omitted.) The
5 FAC fails to allege that these defendants have any clear ministerial duty to
6 "cease enforcement and/or implementation of the" CCE Statute.

7 *Fifth Cause of Action – Declaratory Relief*

8 Defendants argue as the claims for writs of mandate fail and the claim
9 for declaratory relief is based on the same facts, it is wholly derivative and
10 therefore fails for the same reasons as described above. The court agrees.

11 Based on the foregoing, the demurrer is sustained as to the fifth,
12 seventh, and eighth causes of action. Plaintiff is afforded leave to amend and
13 a second amended complaint and petition, if any, shall be filed and served
14 by June 27, 2025.

15 Demurrer to the First Amended Petition and Complaint ("FAC")

16 A fourth demurrer to the first amended petition and complaint was
17 reserved for hearing but not filed. As no moving papers were filed with the
18 court, this demurrer is dropped from calendar.

19 IT IS SO ORDERED.

20
21 DATED: 7/9/25



22 The Honorable Trisha J. Hirashima
23 Judge of the Superior Court
24
25
26
27
28

**SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF PLACER**

CLERK'S CERTIFICATE OF MAILING (C.C.P. §1013a(4))

Case No.: S-CV-0053727

Case Name: Western Placer Unified School District vs. The Gathering Inn, et al

I, the undersigned, certify that I am the clerk of the Superior Court of California, County of Placer, and I am not a party to this action.

I served copies of the documents(s) indicated below:

• **Ruling on Submitted Matter**

Electronically to:
(eService)

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455 Golden Gate Avenue, Suite 11000
San Francisco, CA 94102

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Roseville, CA 95661

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on 7/11/2025 in Placer County, California.

Dated: 7/11/2025

JAKE CHATTERS
Clerk of the Superior Court

by: 

N. O'Connell, Deputy Clerk