

**2. 25CV00322, Sonoma Valley Next 100 v. California Department of General Services  
**Demurrer OVERRULED.**  
**Motion to Strike DENIED.****

**Facts**

Plaintiffs and Petitioners (“Plaintiffs”) in their First Amended Complaint for Declaratory Relief and Petition for Writ of Traditional Mandamus (“FAC”) seek several judicial determinations and a writ of mandate regarding the property of the Sonoma Development Center (“SDC”), the management and disposition of which are under the control of Defendant and Respondent California Department of General Services (“Defendant”). Specifically, they seek the following judicial determinations and relief:

1. A determination, through declaratory relief and writ of mandate, that when it procures a developer and transfers ownership of the SDC, Defendant must comply with both Government Code (“Gov. Code”) sections 11011.1 and 14760.10.5, governing the disposition and transfer of SDC from state control;
2. A determination, through declaratory relief and writ of mandate, that Gov. Code section 14670.10.5 (the “Enabling Legislation” or “Special Statute”), governing the planning process for the closure and use of the SDC, requires Defendant to prepare a Specific Plan for the SDC property before proceeding with, submitting, or signing, a development proposal which involves transfer or sale of the SDC;
3. A determination, through declaratory relief and writ of mandate, that Pursuant to Public Resources Code (“PRC”) section 5024.5, Defendant must obtain prudent and feasible measures to protect historical resources from the California Office of Historic Preservation (“OHP”) prior to signing an application with Real Parties in Interest (“RPIs), private developers seeking to obtain and develop the SDC;
4. And a writ of mandate directing Defendant to continue funding and maintaining the SDC as required under the Enabling Legislature in order to protect the assets at SDC and prevent vandalism and deterioration.

They assert two causes of action, 1) traditional writ of mandate; and 2) declaratory relief.

**Motion**

Defendant demurs to the FAC and both causes of action therein on the ground that 1) the complaint fails to state facts sufficient to constitute a cause of action are not quasi-legislative or ministerial and were not arbitrary or capricious; 2) Gov. Code section 11011.1 is inapplicable to the disposition process at issue; 3) the claims regarding PRC section 5024.5 and RPIs’ preliminary application are not ripe and cannot be imputed to Defendant merely because it signed the application as the current landowner; 4) the cause of action for declaratory relief does not allege a ripe, actual controversy; and 5) the doctrine of laches bars Petitioners’ allegations regarding Defendant’s selection of RPIs as the ”Selected Buyer” for the SDC.

Plaintiffs oppose this demurrer. They argue that the statutes do create the alleged duties, they have alleged a violation, and the claims are ripe.

Defendant replies to the opposition.

Defendant also moves to strike certain portions of the complaint. They seek to strike allegations that Defendant violated Gov. Code section 11011.1 on the basis that a more specific statute, section 14670.10.5, controls its duties; the allegations regarding violations of that very statute, section 14670.10.5, on the ground that it fails to state facts sufficient to constitute a cause of action; allegations regarding Gov. Code section 65041.1 and Public Resources Code section 5024.5 because Plaintiffs cannot state a valid claim since no development has yet occurred; allegations linking the conduct of Defendant and RPIs because its allegations are incorrect or improperly impute certain conduct to Defendant.

Plaintiffs also oppose the motion to strike.

Defendant also replies to this opposition.

### **Request for Judicial Notice**

For both the demurrer and motion to strike, Defendant in its opening papers seeks judicial notice of various government records. The court judicially notices these and their contents and their purported legal effect but not the truth of factual assertions made therein. To this extent, the court grants the request.

Defendant in its reply also seeks judicial notice of documents. However, it is improper for it to introduce new documents and matters such as this on reply when it should have provided these in support of its opening arguments. These are not merely in response to opposition but directly are related to Defendant's opening arguments so Defendant was obligated to introduce them at that time. The court denies this request on this basis. Moreover, the documents, which this court has reviewed, will not alter the outcome.

### **Demurrer**

#### **Applicable Authority**

A demurrer can only challenge a defect appearing on the *face* of the complaint, exhibits thereto, and judicially noticeable matters. CCP section 430.30; *Blank v. Kirwan* (1985) 39 Cal.3d 311, 318. The grounds for a demurrer are set forth in CCP section 430.10. The grounds, as alphabetically identified in the statute, are: (a) the court lacks subject-matter jurisdiction; (b) the person filing the complaint lacks legal capacity to sue; (c) another action pending between the same parties on the same cause of action; (d) defect or misjoinder of parties; (e) the pleading fails to state facts sufficient to constitute a cause of action; (f) uncertainty; (g) it is unclear, in an action founded upon a contract, whether the contract is written, oral, or implied; and (h) no certificate has been filed in accordance with CCP section 411.35, which governs professional-negligence actions against architects, engineers, and land surveyors.

The demurring party must *separately* state each demurrer ground in a separate paragraph and must expressly state whether each demurrer is to the whole complaint or only part of it. CRC 3.1320(a).

The demurrer grounds must also be distinctly specified or the court may disregard them. CCP section 430.60 states "A demurrer shall distinctly specify the grounds upon which any of

the objections to the complaint, cross-complaint, or answer are taken. Unless it does so, it may be disregarded.”

Demurrer for failure to state facts sufficient to constitute a cause of action is a general demurrer, which must fail if there is *any* valid cause of action. CCP section 430.10(e); *Quelimane Co., Inc. v. Steward Title Guar. Co.* (1998) 19 Cal.4th 26, 38-39; *Fox v. JAMDAT Mobile, Inc.* (2010) 185 Cal.App.4th 1068, 1078 (“as long as a complaint consisting of a single cause of action contains any well-pleaded cause of action, a demurrer must be overruled even if a deficiently pleaded claim is lurking in that cause of action as well”). For example, if a party directs a general demurrer against a cause of action labelled “fraud” based on failure to state that cause of action, the demurrer will fail if the complaint sets forth a valid cause of action for malpractice. *Saunders v. Cariss* (1990) 224 Cal.App.3d 905, 908

On a demurrer, all facts properly pleaded are treated as admitted, but contentions, deductions and conclusions of fact or law are disregarded. *Serrano v. Priest* (1971) 5 Cal.3d 584, 591. Similarly, opinions, speculation, or allegations contrary to law or facts which are judicially noticed are also disregarded. *Coshov v. City of Escondido* (2005) 132 Cal.App.4th 687, 702.

Pleading must ordinarily go beyond mere conclusory allegations and include facts, but the fact pleading required is generally pleading of “ultimate” facts, those constituting the basis for liability, rather than the specific evidence supporting those facts. *Doe v. City of Los Angeles* (2007) 42 Cal.4th 531, 550; *Careau & Co. v. Security Pac. Business Credit, Inc.* (1990) 222 Cal.App.3d 1371, 1390. This distinction between evidentiary, ultimate-fact, and conclusory allegations is based on determining whether the allegations give sufficient notice to inform the other party of the bases for the claims. *Perkins v. Sup.Ct.* (1981) 117 Cal.App.3d 1, 6; *Doheny Park Terrace Homeowners Ass’n, Inc. v. Truck Ins. Exch.* (2005) 132 Cal.App.4th 1076, 1099. Accordingly, “each evidentiary fact that might eventually form a part of the plaintiff’s proof need not be alleged.” *C.A. v. William S. Hart Union High School Dist.* (2012) 53 Cal.4th 861, 872. A plaintiff need only plead the facts necessary to put the defendant on notice as to the “nature, source and extent of [the] claims” and provide “notice of the issues sufficient to enable preparation of a defense.” *Doe v. City of Los Angeles, supra*, 549-550.

Conclusory pleadings are permissible and appropriate where supported by properly pleaded facts. *Perkins v. Superior Court* (1981) 117 Cal.App.3d 1, 6. “The distinction between conclusions of law and ultimate facts is not at all clear and involves at most a matter of degree.” *Burks v. Poppy Const. Co.* (1962) 57 Cal.2d 463, 473.

#### Authority Governing Traditional Mandamus

CCP section 1085 governs “traditional” mandamus. It provides that a writ of mandate may issue to “compel the performance of an act which the law specifically enjoins, as a duty resulting from an office, trust, or station; or to compel the admission of a party to the use and enjoyment of a right or office to which he is entitled and from which he is unlawfully precluded by such... person.” However, in addition to ministerial actions without discretion, CCP section 1085 also governs judicial review of discretionary legislative and quasi-legislative acts. *CV Amalgamated LLC v. City of Chula Vista* (2022) 82 CA5th 265, 279-280; see also *Stauffer Chemical Co. v. Air Resources Board* (1982) 128 Cal.App.3d 789, 794 (stating, “judicial review

of a *quasi-legislative* action is limited to ordinary mandamus... rather than administrative mandamus....”)

CCP section 1085 is used to compel performance of clear, present, ministerial duties. *California Educ. Facilities Auth. v. Priest* (1974) 12 Cal.3d 593, 598. A ministerial duty is one that must be performed in a required manner without regard to an official’s or agency’s judgment or opinion. *Rodriguez v. Solis* (1991) 1 Cal.App.4th 495, 501. CCP section 1085 is appropriate to control the exercise of discretion only if “under the facts, discretion can only be exercised in one way.” *Ghilotti Construction Co. v. City of Richmond* (1996) 45 Cal.App.4th 897, 904.

Therefore, in an action for traditional mandamus under CCP section 1085, “judicial review is limited to an examination of the proceedings before the agency to determine whether its actions have been arbitrary or capricious, entirely lacking in evidentiary support, of whether it failed to follow proper procedures or... give notice as required by law. *Taylor Bus Service v. San Diego Bd. Of Ed.* (1987)195 Cal.App.3d 1331, 1340.

Thus, a decision such as a contract award may be overturned if arbitrary or capricious [*Taylor Bus Service, supra*, 195 Cal.App.3d at 1340]; the agency fails to provide a proper hearing or follow procedures [*ibid.*]; or bidding instructions are not applied the same to all bidders [*Baldwin Lima Hamilton Corp. v. Sup.Ct.* (1962) 208 Cal.App.2d 803].

#### Authority Governing Declaratory Relief

In order for a party to seek declaratory relief, there must be 1) an actual controversy about justiciable questions regarding the rights or obligations of a party which 2) involves a proper subject of declaratory relief. Code of Civil Procedure (“CCP”) section 1060; *City of Cotati v. Cashman* (2002) 29 Cal.4th 69, 80; *Alameda County Land Use Assn. v. City of Hayward* (1995) 38 Cal.App.4th 1716, 1722; see also See 5 Witkin, Cal.Proc. (6<sup>th</sup> Ed. 2021, March 2025 Update), Pleading, section 859.

“Strictly speaking, a demurrer is not an appropriate weapon to attack a claim for declaratory relief inasmuch as the plaintiff is entitled to a declaration of its rights, even if adverse.” *Farmers Ins. Exchange v. Zerin* (1997) 53 Cal. App. 4th 445, 460; see also *Maguire v. Hibernia Savings & Loan Soc.* (1944) 23 Cal.2d 719, 729; *Bennett v. Hibernia Bank* (1956) 47 Cal.2d 540, 549; see also 5 Witkin, Cal.Proc. (6<sup>th</sup> Ed. 2021, March 2025 Update), Pleading, section 875. According to the Supreme Court in *Bennett*, “the complaint is sufficient if it sets forth facts showing the existence of an actual controversy relating to the legal rights and duties of the respective parties.... If these requirements are met, the court must declare the rights of the parties whether or not the facts alleged establish that the plaintiff is entitled to a favorable declaration.” Accordingly, as explained in Witkin, *supra*, with respect to a cause of action for declaratory relief, “the rule is now established that the defendant cannot, on demurrer, attack the merits of the plaintiff’s claim. The complaint is sufficient if it shows an actual controversy; it need not show that the plaintiff is in the right.”

Nonetheless, there must be an actual controversy in order for a party to seek declaratory relief. CCP section 1060; see also *Alameda County Land Use Assn. v. City of Hayward* (1995) 38 Cal.App.4th 1716, 1722; 5 Witkin, Cal.Proc. (6<sup>th</sup> Ed. 2021, March 2025 Update), Pleading,

section 859. “It must be a real and substantial controversy admitting of specific relief through a decree of a conclusive character, as distinguished from an opinion advising what the law would be upon a hypothetical state of facts.” (*Pacific Legal Foundation v. California Coastal Com.* (1982) 33 Cal.3d 158, 171... quoting *Aetna Life Ins. Co. v. Haworth* (1937) 300 U.S. 227, 240-241....) *Alameda County, supra*, 38 Cal.App.4th 1722. CCP section 1061 states that “[t]he court may refuse to exercise the power granted by this chapter in any case where its declaration or determination is not necessary or proper at the time under all the circumstances.” See 5 Witkin, Cal.Proc. (6<sup>th</sup> Ed. 2021, March 2025 Update), Pleading, section 864.

The result is that the court may sustain a demurrer to declaratory relief where no actual controversy exists because the claims underlying declaratory relief are insufficiently alleged on the merits. *Bardin v. DaimlerChrysler Corp.* (2006) 136 Cal. App. 4th 1255, 1277; see also *Meyer v. Sprint Spectrum L.P.* (2009) 45 Cal.4th 634, 647-648 (court did not abuse discretion in sustaining demurrer where no particular allegations that declaratory relief would have any “practical consequences.”).

### Procedural Issues Regarding the Demurrer

Preliminarily, Defendant presents its demurrer defectively and unclearly. It merely presents, together in one sentence, a demurrer to both causes of action, i.e., the entire complaint, along with several purported demurrer grounds. The sentence appears on its face to present a single demurrer to the entire complaint, with the result that the court may only sustain the demurrer if it can sustain the demurrer to each cause of action in its entirety. The demurrer also purports to set forth a general demurrer for failure to state a cause of action to the cause of action for traditional mandamus, followed by several other “grounds” as set forth above. The court notes that none of the “grounds” is a cognizable demurrer ground but merely argument which may potentially support a demurrer. Despite the defective, unclear, and even confusing nature of the demurrer as presented, the court will not reject the demurrer entirely on this basis, as it could do, but interprets this as presenting a single demurrer for failure to state facts sufficient to constitute a cause of action, directed to the FAC in its entirety. The court accordingly will consider the merits but will be forced to overrule the demurrer unless it can sustain the demurrer as to each cause of action in its entirety.

### Cause of Action for Traditional Mandamus

#### Whether Plaintiffs State Facts Sufficient to Constitute a Claim for Traditional Mandamus

Defendant first contends that the cause of action for traditional mandamus fails because Plaintiffs have failed to state facts sufficient to constitute a cause of action for traditional mandamus. Defendant bases this on the argument that traditional mandamus is only “appropriate to challenge quasi-legislative or ministerial agency actions” but because it had “wide discretion for its various decisions and actions in the SDC disposition process,” this means that its “actions were neither ministerial nor quasi-legislative, and traditional mandate is not appropriate.” Memorandum of Points and Authorities in Support of Demurrer (“Ps&As”) 10:13-25.

Confusingly, Defendant follows this statement of its argument by essentially admitting that this apparent crux of its argument is incorrect. It states that where the actions challenged are

not ministerial but do not involve a hearing subject to administrative mandamus under CCP section 1094.5, a party may nonetheless seek a writ for traditional mandamus under CCP section 1085, as Plaintiffs here have done. This is more or less correct because, as stated in the authority above, traditional mandamus applies not only to purely ministerial actions but also to “compel the performance of an act which the law specifically enjoins, as a duty resulting from an office, trust, or station; or to compel the admission of a party to the use and enjoyment of a right or office to which he is entitled and from which he is unlawfully precluded by such... person.” As a result, in addition to ministerial actions without discretion, CCP section 1085 also governs judicial review of discretionary legislative and quasi-legislative acts.

After having refuted its own basic, and fundamentally incorrect, argument that the cause of action must fail solely because its actions involved discretion, Defendant then argues that the cause of action in fact fails, not because Defendant’s actions involved discretion but because its actions were not arbitrary, capricious, or entirely without evidentiary support. This argument also is entirely groundless here on demurrer.

As is also explained in the authority above, a party may seek a traditional writ in order to compel performance of a mandatory or ministerial duty, which is exactly what Plaintiffs here seek. In their FAC, they contend that applicable statutory authority requires Defendant to do certain things, discretion notwithstanding.

#### Whether Gov. Code section 11011.1 Applies

Plaintiffs seek a writ of mandate directing Defendant to comply with the alleged mandatory duty that Gov. Code section 11011.1(b)(2)(B) requires Defendant to offer the SDC to qualifying non-profit bidders over private entities. The first real question, therefore, is whether Plaintiffs state a valid claim for compelling compliance with a mandatory duty based on this provision.

Gov. Code section 11011.1 generally governs Defendant’s actions in disposing of surplus state property. Subdivision (a) states, in full,

Notwithstanding any other provision of law, except Article 8.5 (commencing with Section 54235) of Chapter 5 of Part 1 of Division 2 of Title 5, the disposal of surplus state real property by the Department of General Services shall be subject to the requirements of this section. For purposes of this section, “surplus state real property” means real property declared surplus by the Legislature and directed to be disposed of by the Department of General Services, including any real property previously declared surplus by the Legislature but not yet disposed of by the Department of General Services prior to the enactment of this section.

It includes various provisions governing the disposal of such surplus property, the procedures, and other requirements. One of these provisions is Subdivision (b)(2)(B), which states, in pertinent part and with emphasis added, “Surplus state real property that has been determined by the department not to be needed by any state agency *shall be offered to any local agency... and then to nonprofit affordable housing sponsors, prior to being offered for sale to private entities or individuals.*”

Defendant relies on the Special Statute at Gov. Code section 14670.10.5 to argue that it creates more specific requirements for disposal of the SDC specifically which control over the general provisions of section 11011.1. This means Defendant contends, that the mandate in section 11011.1 requiring Defendant to offer property to qualifying non-profits before offering it to private entities is not applicable. Defendant bases this argument entirely on subdivision (a)(3) which states, in full, “In the October 2015 Plan for the Closure of the Sonoma Developmental Center, the State Department of Developmental Services recognized the unique natural and historic resources of the property and acknowledged that it was not the intent of the state to follow the traditional state surplus property process.” It offers no other explanation or authority for the proposition that this provision renders the general provision of section 11011.1 inapplicable.

Plaintiff correctly argues that “[i]t is a well-recognized rule that for purposes of statutory construction the various sections of all the codes must be read together and harmonized if possible.” *Channell v. Super. Ct. of Sacramento County* (1964) 226 Cal.App.2d 246, 252; see also *People v. Derby* (1960) 177 Cal.App.2d 626, 630.

As Plaintiff points out, nothing indicates that the Special Statute in any way removes the application of section 11011.1(b)(2)(B)’s mandate to the SDC. No language in the Special Statute states that the mandate does not apply, or in any way conflicts with this mandate. The Special Statute is silent on this specific issue and instead sets forth other terms regarding the disposition of the SDC. As noted above, section 11011.1 also presents other terms regarding the disposition of surplus state property, so, reading both together, it is apparent on the face of the two provisions that the Special Statute controls over section 11011.1 where the two differ or conflict, which would be amongst the provisions not at issue.

Defendant is silent on the issue of conflict between the statutes in its moving papers, makes no effort to show that there is a conflict, and very tersely relies solely on the language in the Special Statute quoted above. It provides no more authority or analysis.

In its reply, Defendant then actually argues that it is *not* trying to show a conflict and instead asserts that it does not need to because the Special Statute clearly indicates that section 11011.1 does not apply to the SDC at all, based on the language discussed above. Specifically, Defendant states, at Reply 4:1-2, “Petitioners allege that DGS is trying to find a conflict between the two statutes, but that is not the case.” As in its own moving papers on the issues of whether traditional mandamus applies, however, in an effort to prove its argument, it immediately proceeds to contradict itself, arguing, at Reply 4:5-14, that the mandate on which Plaintiffs rely in 11011.1 does not apply because the Special Statute *does* conflict. It contends that the Special Statute’s statement that Defendant should “maximize interested third-party potential purchasers” conflicts with the mandate on which Plaintiffs rely.

Aside from the fact that Defendant persists in contradicting its own explanation of its argument, it is still not persuasive. The language about maximizing interested purchasers is vague and open-ended. The import of that statement is not entirely clear and nothing about it necessarily conflicts with the mandate on which Plaintiffs rely. Contrary to Defendant’s claimed argument, in the absence of statutory language stating that section 11011.1 does not apply to the

SDC at all, Defendant does need to show a conflict in the application of the two provisions and, contrary to its apparent actual argument, there is indeed no clear or inherent conflict. The result is that the language that “the State Department of Developmental Services recognized the unique natural and historic resources of the property and acknowledged that it was not the intent of the state to follow the traditional state surplus property process” refers to the specific provisions in the Special Statute. These include express language requiring the DGS to maintain the SDC site, how to conduct planning for future use, transfer, or alteration, and language setting forth a policy to ensure special care for the site’s special historical and natural resources.

Whether a Specific Plan is Required for Defendant to Proceed

Plaintiffs argue that the Special Statute requires a Specific Plan to govern development of the SDC. The applicable provisions of the Special Statute on this point state, in full and with emphasis added,

(c)(1) *The director may, upon those terms and conditions that the director deems to be in the best interests of the state, enter into an agreement with the county for the county to develop a specific plan for the property and to manage the land use planning process integrated with a disposition process for the property, to be carried out by the department.* The disposition may include the sale, lease, exchange, or other transfer of all or part of the property or property interest the director deems to be in the best interests of the state. *The planning process shall facilitate the disposition of the property by amending the general plan of the county and any appropriate zoning ordinances, completing any environmental review, and addressing the economic feasibility of future development.*

(2) *In carrying out the land use planning and disposition process pursuant to the agreement, the director and county shall provide for the expeditious planning of future land uses for the site and an opportunity for community input, with the intent to reduce uncertainty, increase land values, expedite marketing, and maximize interested third-party potential purchasers.*

...

(e)

...

(2) *A transfer, sale, or final disposition of any portion of the property or property interest authorized pursuant to this section shall not occur until the director has determined that the county has granted necessary approvals to rezone the property, approved a specific plan or plans for the property, and approved any necessary development agreements needed for disposition of all or any portion of the property, or the director has determined that the transfer, sale, or final disposition is in the best interests of the state.*

Gov. Code section 14 states “Shall” is mandatory and “may” is permissive.’

The FAC cites this statutory language and asserts that it requires a Specific Plan to be in place prior to entering into an agreement for the sale and development of the SDC. It also

alleges that Defendant violated the requirement by entering into the agreement at issue, for the sale and development of the SDC, prior to adoption of a Specific Plan.

Defendant acknowledges the statutory language and makes no effort to contend that a Specific Plan has been adopted, but it contends that the provisions require the County of Sonoma (“County”), not Defendant, to create a Specific Plan.

Plaintiffs’ argument is persuasive. The Special Statute’s language is clear. Regardless of the involvement of the County in the adoption of a Specific Plan, it expressly states that the “transfer, sale, or final disposition” by Defendant “*shall not* occur until the director has determined that the county has... *approved a specific plan* or plans for the property....” Emphasis added. Nothing more is necessary for the outcome to be clear. In any case, it also states that the “planning process,” which includes working with the County on development of a Specific Plan, “*shall* facilitate the disposition of the property,” and “the director and county *shall* provide for the expeditious planning of future land uses for the site....” Emphasis added.

#### PRC Section 5024.5

Plaintiffs also contend that under PRC section 5024.5, Defendant must notify and consult with the OHP prior to transferring or developing the SDC, and that Defendant failed to do so.

PRC section 5024.5 governs state-owned historical resources and notice to the OHP. Subdivision (a) states, in full and with emphasis added,

*No state agency shall alter the original or significant historical features or fabric, or transfer, relocate, or demolish historical resources on the master list maintained pursuant to subdivision (d) of Section 5024 without, early in the planning processes, first giving notice and a summary of the proposed action to the officer who shall have 30 days after receipt of the notice and summary for review and comment.*

Defendant acknowledges this language and that it applies to the SDC but contends that it did not need to give notice to the OHP because Defendant “is not proposing to alter any historic resources and did not the Preliminary Application to the County” because it is RPIs who submitted the application and it is RPIs who are planning to make any development or alterations. Ps&As 13:28-14:3. However, as noted above and as Defendant itself acknowledges, the statute states that Defendant may not “alter... or transfer, relocate, or demolish” the historical resources to which the provision applies. The fact that Defendant is not itself the project applicant or bidder or purchaser is not itself dispositive. This applies to any decision by Defendant which will result in a “transfer,” which Defendant itself acknowledges may occur as a result of its decision, or a decision which will effect of the events listed. Moreover, all of the statutory language discussed above makes it clear that Defendant is involved in the “planning process” for the SDC, even if the actual project proponents are RPIs, and therefore Defendant is involved in that very decision-making process.

#### Maintenance of the SDC

Plaintiffs also contend that Defendant has violated a statutory duty to maintain and protect the SDC. They rely on the Special Statute’s language at Gov. Code section 14670.10.5(a) (5) and (8). These provisions state, in full and with emphasis added,

(5) With the campus closed for developmental services, *the property will be maintained* and managed by the Department of General Services and a process to determine the future of the site is needed.

...

(8) It is the intent of the Legislature to establish a partnership between the Department of General Services and the County of Sonoma that provides for a priority land use planning process. During this process, the Department of General Services *will maintain* the Sonoma Developmental Center and the County of Sonoma will manage the planning process. The planning and disposition process is expected to be of a three-year duration.

The FAC alleges that Defendant's budget planning resulted in "cessation of annual finding and reassignment or release of all employees that could maintain the SDC site" and that as of June 30, 2025, Defendant ceased all funding for maintaining the site.

Defendant argues that the Special Statute does not require any specific level or degree of maintenance. While this may be true, the fact is that the statute clearly requires maintenance and the FAC alleges that Defendant has stopped maintaining the SDC altogether.

Defendant also contends that Plaintiffs offer no "specific evidence" in support of the allegations and instead base their claims on information and belief only, but this is immaterial for purposes of demurrer. As explained above, no such evidence is required in pleading, for a complaint merely needs to include ultimate facts and not specific evidentiary facts. Pleading also need not be based on personal knowledge or admissible evidence. Finally, the FAC does set forth more than general, vague conclusions, but includes specific factual allegations on this claim, set forth above.

Defendant also makes factual arguments that it has been maintaining the SDC site. These are unclear and beyond the scope of this demurrer. Although Defendant in part relies on evidence for which it seeks judicial notice, this still is only a part of what must be a more complete factual determination impossible at this time and beyond the scope of a demurrer. Even assuming that the court could here consider everything the Defendant claims about its maintenance, that it still insufficient to demonstrate that Plaintiffs have no valid claim as a matter of law.

#### Transfer of 52 Acres to CalFire

Plaintiffs also claim that Defendant violated Gov. Code section 65041.1(b) in transferring 52 acres of the SDC site to CalFire because it was devoid of any consideration of the state's planning priorities this provision.

Defendant contends that it complied with the Special Statute section 14670.10.5 and Gov. Code section 14670.10.6, which allows sale, lease, exchange or other transfer of all or part of the site that Defendant deems to be in the best interests of the state, while section 14670.10.6 expressly anticipates the relocation of a CalFire headquarters to a portion of the SDC site.

Gov. Code section 65041.1 sets forth state planning priorities generally. It states, in pertinent part,

The state planning priorities, which are intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety in the state, including in urban, suburban, and rural communities, shall be as follows:

...

(b) To protect environmental and agricultural resources by protecting, preserving, and enhancing the state's most valuable natural resources, including working landscapes such as farm, range, and forest lands, natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands, recreation lands such as parks, trails, greenbelts, and other open space, and landscapes with locally unique features and areas identified by the state as deserving special protection.

Gov. Code section 14670.10.6 governs the eventual relocation of the CalFire Sonoma Lake Napa Unit to a portion of the SDC site. It states, in pertinent part,

(a) The Department of Forestry and Fire Protection and the Department of General Services shall, consistent with Section 14670.10.5 and subdivision (b) of Section 65041.1, develop performance criteria for the design, siting, acquisition, planning, and construction of the Department of Forestry and Fire Protection Sonoma Lake Napa Unit Headquarters and Glen Ellen Fire Station on the former Sonoma Developmental Center property.

(b) The performance criteria described in subdivision (a) shall ensure that the design, siting, acquisition, planning, and construction of the facilities and related infrastructure described in subdivision (a) conserve and protect to the greatest extent feasible the habitat, open space, and wildlife resources of the area within the former Sonoma Developmental Center property that is designated as a Habitat Connectivity Corridor and Community Separator in the Sonoma County General Plan, hereinafter the "habitat connectivity corridor."

(c) The design and location of the facilities and related infrastructure described in subdivision (a), including, but not limited to, the placement of the facilities, lighting, and fencing, shall avoid and minimize impacts to the habitat connectivity corridor to the greatest extent feasible.

(d) The Department of Forestry and Fire Protection and the Department of General Services shall mitigate any other environmental impacts related to the design, siting, acquisition, planning, and construction of the facilities and related infrastructure described in subdivision (a).

Defendant is not persuasive. Although Defendant is correct that section 14670.10.6 expressly provides for, and anticipates, turning over a portion of the SDC site to CalFire for this headquarters, it is apparent from the language in the provision that this must be done with requisite planning in accord with both sections 65041.1 and 14670.10.5. The language is inf act express, clear, and mandatory on this point. As discussed above, section 65041.1 sets forth certain policies which Defendant must take into account and promote while section 14670.10.5 expressly governs transfer of all or part of the site and requires Defendant to comply with certain requirements for any such action. The FAC alleges that Defendant failed to do any of this.

#### Declaratory Relief

Much of Defendant's argument against the cause of action for declaratory relief is essentially a repeat of its arguments above regarding mandamus. It contends, as it did in

attacking the mandamus cause of action, that Plaintiff's contentions regarding duties of Defendant are incorrect. However, first, as set forth above, the court disagrees with respect to what Defendant's duties are. Second, as also set forth above, it is generally not proper to demur to a cause of action for declaratory relief on the basis that the Plaintiff is incorrect. The point of the cause of action is to obtain a declaration on the issues in question, even if the result is against the plaintiff.

#### Ripeness

Defendant, finally, contends that the claims are not ripe. It contends that the County is still reviewing the application. However, Plaintiff alleges, and Defendant acknowledges, that Defendant has already alleged action and is continuing to do so. They also contend that what Defendant already has done or is doing violates the law as set forth in the FAC. Therefore, on their face, the claims are ripe.

#### Conclusion: Demurrer

The court OVERRULES the demurrer in full.

#### **Motion to Strike**

A motion to strike may attack any "irrelevant, false, or improper matter" in any pleading, or to strike a pleading that is "not drawn or filed in conformity with the laws of this state." CCP §436. As with demurrers, the defect must appear on the face of the pleading or in matters judicially noticeable. CCP §437. The policy is to construe pleadings liberally "with a view to substantial justice." CCP §452.

Defendant also moves to strike certain portions of the complaint. They seek to strike allegations that Defendant violated Gov. Code section 11011.1 on the basis that a more specific statute, section 14670.10.5, controls its duties; the allegations regarding violations of that very statute, section 14670.10.5, on the ground that it fails to state facts sufficient to constitute a cause of action; allegations regarding Gov. Code section 65041.1 and Public Resources Code section 5024.5 because Plaintiffs cannot state a valid claim since no development has yet occurred; allegations linking the conduct of Defendant and RPIs because its allegations are incorrect or improperly impute certain conduct to Defendant.

Preliminarily, those arguments based on failure to state facts sufficient to constitute a cause of action or improper and a repetition of the demurrer. They are simply a demurrer in guise of a motion to strike, but a motion to strike applies differently. It is improper and unnecessary to use a motion to strike for the purposes of a demurrer. Moreover, as explained above in the demurrer discussion, Defendant is not persuasive.

Otherwise, Defendant is basing the motion on claims, and even factual interpretations, beyond the scope of the motion and not supported by the face of the complaint.

#### **Conclusion**

The prevailing party shall prepare and serve a proposed order consistent with this tentative ruling within five days of the date set for argument of this matter. Opposing party shall

inform the preparing party of objections as to form, if any, or whether the form of order is approved, within five days of receipt of the proposed order. The preparing party shall submit the proposed order and any objections to the court in accordance with California Rules of Court, Rule 3.1312.