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8 GOLDEN GATE UNIVERSITY

#6.1  
**FILED**  
Superior Court of California  
County of San Francisco

JUL 30 2024

CLERK OF THE COURT

BY: [Signature]  
Deputy Clerk

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF SAN FRANCISCO

12 STEPHEN DOWNS, NATHAN LIMCOLIOC;  
13 YVONNE ULIBARRI; DANIELLE  
MORVAN; GOLDEN GATE UNIVERSITY  
14 ALUMNI ASSOCIATION,

15 Plaintiffs,

16 v.

17 DAVID J. FIKE; GOLDEN GATE  
UNIVERSITY, a California non-profit  
organization; and DOES 1-50, inclusive,

18 Defendants.

Case No. CGC-24-612353

UNLIMITED JURISDICTION

*SUSTAINING*  
**[PROPOSED] ORDER GRANTING  
DEMURRER OF DEFENDANT  
GOLDEN GATE UNIVERSITY TO  
THE COMPLAINT OF PLAINTIFFS**

**Date: July 30, 2024  
Time: 9:30 a.m.  
Dept.: 302**

21 On July 30, 2024, at 9:30 a.m., the Demurrer of defendant GOLDEN GATE UNIVERSITY  
22 to the complaint ("Complaint") filed by plaintiffs STEPHEN DOWNS, NATHAN LIMCOLIOC;  
23 YVONNE ULIBARRI; DANIELLE MORVAN; GOLDEN GATE UNIVERSITY ALUMNI  
24 ASSOCIATION ("Plaintiffs") came on for regularly for hearing in the above-entitled court.

25 After consideration of the moving, opposing, and reply papers filed by the parties, all papers  
26 filed in connection thereto, having heard the oral argument of the parties, and good cause appearing,  
27 the Court rules as follows:

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1 Defendant Golden Gate University's demurrers to the complaint are all sustained with leave  
2 to amend.

3 Count 1 adequately pleads most elements of contract breach: existence of a contract, breach  
4 and damages, but does not plead plaintiffs' performance or excuse. (Cmplt. 10:6-11:23.) That said,  
5 defendant here demands particularity of pleading that California law does not. For example, the  
6 complaint's reader can tell whether the alleged contracts are written, oral or implied. They could  
7 turn out not to be contracts at all, but this is the pleading stage.

8 Count 2 fails to plead promissory estoppel. Built largely on "expectations" (Cmplt. 12:5,  
9 9), this claim recites but one promise (id. at 12:8-9) and it is not "clear and unambiguous" as  
10 plaintiffs concede it must be. (Opp. 9:25.) Moreover, the reliance is not pled to be on the putative  
11 promise. (Cmplt. 12:13-14, 21-22.)

12 Count 3 fails to plead breach of fiduciary duty, because it pleads no fiduciary relationship.  
13 The complaint itself concedes the notion that a university owes students a fiduciary duty is dubious  
14 (13:6-7), and the opposition cites no case that has ever so held (much less that a law school owes  
15 law students a fiduciary duty). (Id. at 10:16-11:16; see also *Zumbrun v. University of Southern*  
16 *California* (1972) 25 Cal.App.3d 1, 13 [no fiduciary duty in university-student context]; *Kashmiri*  
17 *v. Regents of University of California* (2007) 156 Cal.App.4th 809 [fiduciary duty not discussed].)

18 Count 4 fails to plead fraud with the required particularity. (*Lazar v. Sup. Ct.* (1996) 12  
19 Cal.4th 631, 645 ["how, when, where, to whom, and by what means the representations were  
20 tendered"].) Moreover, Count 4 seeks to plead two causes of action, but each cause must be  
21 separately stated and numbered. (CRC 2.112.)

22 Count 5 seeks to plead two causes of action, but each cause must be separately stated and  
23 numbered. (CRC 2.112.)

24 Injunctive relief and appointment of a receiver (counts 6 and 7) are remedies, not causes of  
25 action as the complaint wrongly asserts. (Id. at 16:8, 19:7.)

26 The opposition does not address defendant's lack-of-standing demurrer.

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**IT IS HEREBY ORDERED** that Defendant Golden Gate University's demurrers to Plaintiffs' complaint are all **SUSTAINED** with leave to amend.

**IT IS SO ORDERED.**

Dated: 7/30/24

RL  
JUDGE OF THE SUPERIOR COURT

**RICHARD B. ULMER**

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