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SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

SUPERIOR COURT OF CALIFORNIA, COUNTY OF HUMBOLDT

ANNA NUSSLOCK,

CASE NO. CV2500674

Plaintiff,

RULING ON DEFENDANTS'
DEMURRER TO COMPLAINT

vs.

ST. JOSEPH HEALTH OF NORTHERN
CALIFORNIA, et al.,

Defendants.

Defendants St. Joseph Health Northern California, LLC, dba St. Joseph Hospital-Eureka (St. Joseph), St. Joseph Health System (SJHS), and Providence St. Joseph Health (PSJH)'s demurrer to Plaintiff's complaint came on for hearing before the Honorable Timothy A. Canning on June 9, 2025. Attorneys Hong-An Tran, Kathryn Abendroth, and K.M. Bell appeared on behalf of Plaintiff, and attorneys Harvey Rochman, Barry Landsberg, and Colin McGrath appeared on behalf of Defendants and demurring parties.

The Court has read and considered Plaintiff's complaint, the demurrer, the moving, opposing and reply points and authorities submitted by the parties, Defendants' request for judicial notice filed May 5, 2025, and counsels' oral argument. The Court rules as follows.

1 After oral argument was heard, and in light of this Court's ruling on Defendant's
2 demurrer in the related cases Roe v. St. Joseph Health, Humboldt Co. case no. CV2402362, and
3 People v St Joseph, Humboldt Co. case no. CV2401832, the defendants withdrew their demurrer
4 except the demurrers by St. Joseph Health System and Providence St. Joseph Health on the
5 grounds that no cause of action is stated against these two defendants.

6 **Standard for General Demurrer**

7 For the purpose of testing the sufficiency of the causes of action, the demurrer admits "all
8 material facts properly pleaded. The court does not, however, assume the truth of contentions,
9 deductions or conclusions of law." *Aubry v. Tri-City Hospital Dist.* (1992) 2 Cal.4th 962, 967.
10 "To survive a demurrer, the complaint need only allege facts sufficient to state a cause of action;
11 each evidentiary fact that might eventually form part of the plaintiff's proof need not be alleged."
12 *C.A. v. William S. Hart Union High School Dist.* (2012) 53 Cal.4th 861, 872.

13 A general demurrer should be overruled where the complaint states some cause of action,
14 even if not the cause of action the pleader intended. *Sheehan v. San Francisco 49ers, Ltd.* (2009)
15 45 Cal.4th 992, 998 (general demurrer should be sustained "only if the complaint fails to state a
16 cause of action under any possible legal theory"); *Saunders v. Cariss* (1990) 224 Cal.App.3d
17 905, 908 ("Our task is to determine whether the pleaded facts state a cause of action on any
18 available legal theory"). A demurrer does not lie to a portion of a cause of action. *PH II, Inc. v.*
19 *Superior Court (Ibershof)*(1995) 33 Cal.App.4th 1680, 1682.

20 A complaint will be upheld against a demurrer if it provides the defendant with "notice of
21 the issues sufficient to enable preparation of a defense." *Doe v. City of Los Angeles* (2007) 42
22 Cal.4th 531, 549-550. The plaintiff need only plead such facts as are necessary "to acquaint a
23 defendant with the nature, source and extent of his claims." *Doe, supra*, 42 Cal.4th at 550.

24 As to Defendants' Request for Judicial Notice, filed May 5, 2025, the Court denies the
25 request as irrelevant to the issues remaining in this demurrer. See 1 Witkin, *Cal. Evid.* (5th ed.

1 2025) Jud. Notice § 7.

2 Turning to Defendants SJHS and PSJH's arguments in support of its general demurrer, as
3 limited by the parties' stipulation, the Court finds and rules as follows.

4 Plaintiff has named SJHS and PSJH as defendants in this matter, in addition to St. Joseph
5 Hospital. SJHS is alleged to be the sole owner and parent company for St. Joseph Hospital
6 (Complaint, ¶12) and PSJH is alleged to be the parent and a member of SJHS (Complaint, ¶13).

7 **1. First and Second Causes of Action: Violation of ESA & Non-Medical Transfer**

8 California's Emergency Services Act (Health & Saf. Code §§1317 -1317.10, herein
9 "ESA") imposes its obligations on "any health facility licensed under this chapter that maintains
10 and operates an emergency department to provide emergency services to the public." Health &
11 Saf. Code §1317(a).

12 Plaintiff alleges that the two parent organizations (SJHS and PSJH) meet the definition of
13 "hospital" under the ESA. Both entities are alleged to:

14 own, manage, and control [St. Joseph]'s operation, and on information and belief
15 they set and exercise control over the policies governing when and if [St. Joseph]
16 provides emergency services and care to pregnant patients and dictate the
17 circumstances under which those patients will be transferred to other facilities.
Accordingly, Defendants SJHS and PSJH are also hospitals within the definition
18 of the [Emergency Services Act] and are collectively responsible for ensuring that
[St. Joseph] complies with the terms of the [Emergency Services Act].

19 Complaint, ¶70.

20 The ESA defines "hospital" as "all hospitals with an emergency department licensed by
21 the state department" HSC 1317.1(d). But the ESA is not limited in application to hospitals
22 only; it applies to health facilities generally. Though not defined in the ESA itself, the Health &
23 Safety Code defines a health facility to mean "a facility, place, or building that is organized,
24 maintained, and operated for the diagnosis, care, prevention, and treatment of human illness,
25 physical or mental, including convalescence and rehabilitation and including care during and

1 after pregnancy, or for any one or more of these purposes, for one or more persons, to which the
2 persons are admitted for a 24-hour stay or longer,...” Health & Saf. Code §1250.

3 Here, there are no allegations that either parent organization has an emergency
4 department licensed by the state department of public health (CDPH), and there are insufficient
5 facts alleged to show that either parent organization is a hospital or a health facility under the
6 ESA. The Court therefore sustains the demurrer to the first cause of action by the parent
7 organizations, with leave to amend.

8 **2. Unruh Civil Rights and UCL Causes of Action**

9 Plaintiff also asserts causes of action for violations of the Unruh Civil Rights Act (third
10 cause of action) and the Unfair Competition Law (UCL) (sixth cause of action) as to defendants
11 SJHS and PSJH. Plaintiff’s complaint lumps all defendants together for Unruh Civil Rights Act
12 violations, (Complaint, ¶¶78, 79), which is contradictory to the allegations in paragraphs 12 and
13 13 regarding SJHS and PSJH. The sixth cause of action, for violations of the UCL, suffers from
14 the same problem (compare ¶¶100, 102 with ¶¶12, 13). See *Futterman v. Kaiser Foundation*
15 *Health Plan, Inc.* (2023) 91 Cal.App.5th 656, 663 and *Leach v. Drummond Medical Group, Inc.*
16 (1983) 144 Cal.App.3d 362, 372 (reversing demurrer sustained without leave to amend to a
17 cause of action under the Unruh Civil Rights Act).

18 **3. Tort Causes of Action**

19 Plaintiff also alleges an intentional tort (fourth cause of action) and negligence (fifth
20 cause of action) against defendants PSJH and SJHS (as well as other defendants).

21 Holding an owner, director or officer of a corporation liable for the corporation’s torts
22 requires a showing of actual participation in the tortious conduct, or authorizing or directing that
23 the tort be committed. *United States Liab. Ins. Co. v. Haidinger-Hayes, Inc.* (1970) 1 Cal.3d 586,
24 595; *PMC, Inc. v. Kadisha* (2000) 78 Cal.App.4th 1368, 1381.

25 Here, there are insufficient factual allegations against PSJH and SJHS to support a

1 finding of either actual participation in the alleged tortious conduct or authorizing or directing
2 that the alleged tort be committed. PSJH and SJHS' demurrer is sustained with leave to amend
3 as to these two causes of action. Cf. *Davidson v. Seterus Inc.* (2018) 21 Cal.App.5th 283, 307;
4 see also *Hawkins v. TACA* (2014) 223 Cal.App.4th 466, 479 (complaint must allege facts
5 showing exactly how or in what manner the defendants engaged in wrongdoing).

6 Finally, as to all causes of action, there are insufficient allegations of ultimate fact to
7 support a claim of alter ego liability of PSJH or SJHS for the acts of St. Joseph Health Northern
8 California, LLC. *Toho-Towa Co. v. Morgan Creek Production, Inc.* (2013) 217 Cal.App.4th
9 1096, 1107 (alter ego doctrine in the context of adding a parent corporation as a judgment
10 debtor); *Sonora Diamond Corp. v. Superior Court (Sonora Union High School)* (2000) 83
11 Cal.App.4th 523, 538.

12 Conclusion

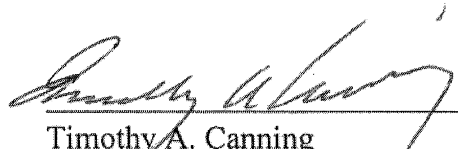
13 The Court finds that, as pled, the complaint does not allege sufficient ultimate facts to
14 state a claim against St. Joseph Health System (the company which owns the limited liability
15 company that operates the Hospital) and Providence St. Joseph Health (the owners of the
16 company that owns the hospital), and so the demurrer will be sustained as to those two
17 defendants. Leave to amend is granted, to allow plaintiff an opportunity to allege sufficient
18 ultimate facts establishing that liability.

19 For the foregoing reasons,

20 IT IS HEREBY ORDERED that:

21 Defendants St. Joseph Health System and Providence St. Joseph Health's demurrer is
22 sustained, with thirty days leave to amend.

23
24 Dated: September 2, 2025

25

Timothy A. Canning
Judge of the Superior Court

PROOF OF SERVICE BY MAIL

I am a citizen of the United States, over 18 years of age, a resident of the County of Humboldt, State of California, and not a party to the within action; that my business address is Humboldt County Courthouse, 825 5th St., Eureka, California, 95501; that I served a true copy of the attached RULING ON DEFENDANTS' DEMURRER TO COMPLAINT by placing said copies in the attorney's mail delivery box in the Court Operations Office at Eureka, California on the date indicated below, or by placing said copies in envelope(s) and then placing the envelope(s) for collection and mailing on the date indicated below following our ordinary business practices. I am readily familiar with this business practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service at Eureka, California in a sealed envelope with postage prepaid. These copies were addressed to:

Manatt Phelps & Phillips, LLP
Attorneys Harvey Rochman, Barry Landsberg & Colin McGrath
2049 Century Park East, Suite 1700
Los Angeles, CA 90067

Jenner & Block LLP
Attorneys Hong-An Tran & Kathryn Abendroth
525 Market St., 29th Floor
San Francisco, CA 94105-2737

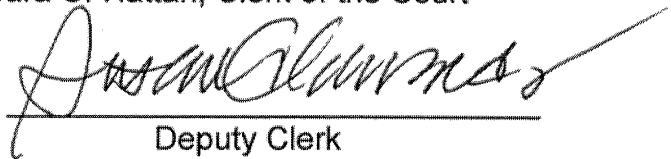
National Women's Law Center
Attorney K.M. Bell
1350 I Street NW, Ste. 700
Washington, DC 20005

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed on the 3^d day of September 2025, at the City of Eureka, California.

Meara C. Hattan, Clerk of the Court

By



Deputy Clerk

Susan C. Edwards