

FILED
Superior Court of California
County of Los Angeles

SEP 11 2025

David W. Slayton, Executive Officer/Clerk of Court
By: V. Salas, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - EAST DISTRICT**

ROGER HERNANDEZ,

Plaintiff,

vs.

SUSAN RUBIO and BLANCA RUBIO,

Defendants.

CASE NO. 22PSCV00441

**ORDER ON DEFENDANTS'
MOTION FOR SUMMARY
JUDGMENT**

Hon. Allison L. Westfahl Kong
Department H

Defendants Susan Rubio and Blanca E. Rubio's Motion for Summary Judgment is GRANTED.

I. Background

Plaintiff Roger Hernandez ("Hernandez") claims that Defendants Susan Rubio ("S. Rubio") and Blanca Rubio ("B. Rubio") (together, "Defendants") interfered with his contractual relationship and prospective economic advantage by colluding with City of El Monte officials to gather votes against a proposed energy contract with a company that had retained Hernandez as a consultant.

Specifically, Hernandez alleges that after serving as a California State Assemblyperson and running for Congress, he began work as a government consultant and in June 2019, was retained by Alliance Business Solutions

("Alliance") to consult and assist in its efforts to obtain an energy contract with the City of El Monte (the "City"). Hernandez claims that after becoming aware of his contractual relationship with Alliance, S. Rubio, his ex-wife and a California State Senator, and her sister B. Rubio, a California State Assemblyperson, colluded with Maria Morales ("Morales"), a former member of the El Monte City Council (the "City Council"), as well as Alma Martinez ("Martinez"), the City Manager of El Monte, to gather votes against the proposed contract with Alliance. The City Council ultimately voted against the staff's recommendation to approve the contract.

Hernandez's initial complaint asserted causes of action against S. Rubio, B. Rubio, and Does 1 through 50 for (1) defamation per se, (2) intentional interference with contractual relations, and (3) intentional interferences with prospective economic relations. On October 27, 2022, the Court granted Plaintiff's special motion to strike portions of Plaintiff's complaint under Code of Civil Procedure 425.16.

On November 30, 2022, Hernandez filed a First Amended Complaint ("FAC" or the "Operative Complaint"), asserting causes of action against S. Rubio, B. Rubio, Morales, Martinez, and Does 1-50 for (1) intentional interference with contractual relations and (2) intentional interference with prospective economic relations. On July 6, 2023, Hernandez dismissed Morales and Martinez from the Operative Complaint, with prejudice.

Defendants have moved for summary judgment or, in the alternative, summary adjudication, contending that they are entitled to judgment as a matter of law as to both causes of action in the Operative Complaint. For the reasons stated herein, the motion for summary judgment is granted.

II. Legal Standard

The purpose of a motion for summary judgment or summary adjudication "is to provide courts with a mechanism to cut through the parties' pleadings in order to determine whether, despite their allegations, trial is in fact necessary to resolve their dispute." (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 843.)

"A party may move for summary adjudication as to one or more causes of action within an action, one or more affirmative defenses, one or more claims for damages, or one or more issues of duty, if the party contends that the cause of action has no merit, that there is no affirmative defense to the cause of action, that there is no merit to an affirmative defense as to any cause of action, that there is no merit to a claim for damages, as specified in Section 3294 of the Civil Code, or that one or more defendants either owed or did not owe a duty to the plaintiff or plaintiffs. A motion for summary adjudication shall be granted only if it completely disposes of a

cause of action, an affirmative defense, a claim for damages, or an issue of duty.” (Code Civ. Proc., § 437c, subd. (f)(1).)

“[T]he pleadings determine the scope of relevant issues on a summary judgment motion.” (*Nieto v. Blue Shield of California Life & Health Ins. Co.* (2010) 181 Cal.App.4th 60, 74).

A defendant moving for summary judgment or summary adjudication “has met that party’s burden of showing that a cause of action has no merit if the party has shown that one or more elements of the cause of action, even if not separately pleaded, cannot be established, or that there is a complete defense to the cause of action.” (Code Civ. Proc., § 437c, subd. (p)(2).)

“[T]he absence of evidence to support a plaintiff’s claim is insufficient to meet the moving defendant’s initial burden of production. The defendant must also produce evidence that the plaintiff cannot reasonably obtain evidence to support his or her claim.” (*Gaggero v. Yura* (2003) 108 Cal.App.4th 884, 891; *Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 854-855 [“Summary judgment law in this state . . . continues to require a defendant moving for summary judgment to present evidence, and not simply point out that the plaintiff does not possess, and cannot reasonably obtain, needed evidence. . . The defendant may, but need not, present evidence that conclusively negates an element of the plaintiff’s cause of action. The defendant may also present evidence that the plaintiff does not possess, and cannot reasonably obtain, needed evidence. . . But. . . the defendant *must* indeed present ‘evidence.’”].)

Once that burden has been met, “the burden shifts to the plaintiff . . . to show that a triable issue of one or more material facts exists as to the cause of action or a defense thereto.” (Code Civ. Proc., § 437c, subd. (p)(2).)

III. Discussion

Defendants move the Court for an order granting summary judgment in their favor and against Hernandez on the Operative Complaint; in the alternative, they seek summary adjudication¹ as follows:

Issue No. 1: B. Rubio seeks summary adjudication that Hernandez’s first cause of action (i.e., for Intentional Interference with Contractual Relations) has no merit because there is no evidence to show that she committed any act of interference with Hernandez’s contract with Alliance.

¹ Issues 1-5 and 10 are brought by B. Rubio only, Issues 6-9 and 11 are brought by S. Rubio only, and Issue No. 12 is brought by both S. Rubio and B. Rubio.

Issues No. 2 [and 6]: B. Rubio/[S. Rubio] seeks summary adjudication that Hernandez's first cause of action has no merit because there is no evidence demonstrating a causal link between B. Rubio's/[S. Rubio's] alleged conduct and the disruption of Hernandez's contract with Alliance.

Issue No. 3 [and 7]: B. Rubio/[S. Rubio] seeks summary adjudication that Hernandez's second cause of action (i.e., for Intentional Interference with Prospective Economic Relations) has no merit because, as a matter of law, Hernandez's probability of economically benefiting from Alliance's proposed energy services contract with the City was too speculative.

Issue No. 4 [and 8]: B. Rubio/[S. Rubio] seeks summary adjudication that Hernandez's second cause of action has no merit because there is no evidence to show that she committed any independently wrongful act that interfered with Hernandez's prospective economic relationship with Alliance.

Issue No. 5 [and 9]: B. Rubio/[S. Rubio] seeks summary adjudication that Hernandez's second cause of action has no merit because there is no evidence demonstrating a causal link between B. Rubio's/[S. Rubio's] alleged conduct and the disruption of Hernandez's prospective economic relationship with Alliance.

Issue No. 10 [and 11]: B. Rubio/[S. Rubio] seeks summary adjudication that Hernandez's prayer for punitive damages has no merit because the undisputed evidence shows B. Rubio/[S. Rubio] did not engage in an act of oppression, fraud, or malice against Hernandez.

Issue No. 12: Defendants seek summary adjudication that Hernandez's conspiracy theory has no merit because the undisputed evidence shows that they did not form an agreement to commit an unlawful act or a lawful act by unlawful means to interfere with Hernandez's contractual or prospective economic relationship with Alliance.

A. Previous Continuances and Status Report

On June 4, 2024, Hernandez's counsel Ross Hollenkamp's ("Hollenkamp") represented in his declaration accompanying Hernandez's opposition that "[d]iscovery and investigation in this action remains ongoing, including, but not limited to, the pending depositions" of Alma D. Puente ("Puente") (former City Council member), Martin Herrera ("Herrera") (current City Council member), Andre Quintero ("Quintero") (former City Mayor), Sigrid Lopez ("Lopez") (El Monte business owner), and Sandra Armenta Lopez ("Armenta Lopez") (S. Rubio's staff member). (Hollenkamp Decl., ¶ 18.) Hollenkamp further represented that Herrera's and Puente's depositions were scheduled for June 23, 2025 at 10:00 a.m. and 2:00 p.m., respectively, that Lopez's and Quintero's depositions were scheduled for June

20, 2025 at 10:00 a.m. and 2:00 p.m., respectively, and that Armenta Lopez's deposition was scheduled for June 26, 2025 at 10:00 a.m. (*Id.*) Hernandez, in opposition to Defendants' motion, explained that he might still "reasonably obtain" additional evidence to support the allegation that at least one of the three City councilmembers who voted against the subject resolutions² "did so for the *sole* reason that [Defendants] demanded they do so." (Opp., 4:24-28.)

At the June 24, 2025 hearing, Defendants' counsel Allen Secretov ("Secretov") pointed out that no depositions were conducted on the June 20 and 23 dates and that most depositions had not even been scheduled. Hollenkamp responded that Puente's deposition was now scheduled for July 2, 2025 and that he expected the remaining depositions would take place on July 7, 8, or 9, 2025.

Under the circumstances presented, the Court exercised its discretion to continue the hearing to August 29, 2025 to allow Hernandez to conduct the above additional depositions, but advised that it was not inclined to grant any further continuances, such that it expected Hernandez to complete the depositions by no later than mid-July 2025.

The Court permitted the parties to file and serve supplemental briefing based on the new deposition testimony, with Hernandez's supplemental brief due July 28, 2025 and Defendants' supplemental brief due August 11, 2025.

On July 28, 2025, Hernandez filed his supplemental brief, together with a declaration from Hollenkamp. Hollenkamp advised that he deposed Herrera on July 9, 2025 and Armenta Lopez on July 18, 2025; that he had confirmed July 2, 2025 as the date for Puente's deposition but had to take that deposition off calendar due to a scheduling conflict for Hernandez; that he had been unable to schedule Quintero's and Lopez's respective depositions due to service issues; that the custodian of records for the City was set to be deposed on August 26, 2025; and that "[a]ll of the above-referenced depositions [were] expected to be completed *before September 7, 2025—the current discovery cut-off date.*" (Supp. Hollenkamp Decl., ¶¶ 4-7 [emphasis added].)

At the August 29, 2025 hearing, the Court noted its inclination to continue the hearing one final time to a date after the discovery cut-off date so that the remaining depositions could be conducted. Defendants' counsel stated he did not suspect any further depositions would occur and asked the Court to take the motion under submission. Hernandez's counsel agreed with the proposal for the Court to take the matter under submission but noted that Defendants had noticed a deposition for September 2, 2025 that could yield relevant testimony. Based on that representation, rather than set a continued hearing date, the Court directed the

² The three Councilmembers who rejected Item 13.2 at March 2, 2021 City Council meeting are identified as Herrera, Morales, and Puente. (UMF No. 10.)

parties to file an optional status report regarding additional depositions by no later than September 3, 2025, continued the hearing on the instant motion to September 4, 2025, and set a Non-Appearance Case Review Re: Receipt of Status Report for September 4, 2025. The Court advised that there would be no need for appearances on September 4, 2025 and that the motion was being continued to that date for the purpose of taking the motion under submission upon receipt of the status report.

On September 2, 2025, Defendants filed a status report, indicating that “no depositions were or will be taken on September 2, 2025 and no depositions have been noticed or are scheduled to be taken before the end of Fact Discovery, September 7, 2025.” The Court did not receive a Status Report from Hernandez and took the matter under submission on September 4, 2025.

B. Sealed Documents

On August 18, 2025, Defendants filed a “Notice of Withdrawal of Motion for Order Sealing Portions of Motion for Summary Judgment or, in the Alternative Summary Adjudication.”

Accordingly, the Court directs the clerk to publicly file the following documents that were conditionally lodged under seal: “Notice of Motion and Motion of Defendants Susan Rubio and Blanca Rubio for Summary Judgment or, in the Alternative Summary Adjudication; Memorandum of Points and Authorities”; “Separate Statement of Undisputed Material Facts in Support of Defendants Susan Rubio and Blanca Rubio’s Motion for Summary Judgment or, in the Alternative Summary Adjudication”; and “Defendants Susan Rubio and Blanca Rubio Compendium of Evidence in Support of Motion for Summary Judgment or Summary Adjudication.”

Further, the Court previously noted that it was in receipt of “Plaintiff’s Notice of Lodging Conditionally Under Seal Re: Opposition to Defendants’ Motion for Summary Judgment or, in the Alternative, Summary Adjudication” submitted June 4, 2025”; that neither party, as of the June 24, 2025 prior hearing date, had filed a motion to seal these documents; that the Court would permit a motion to seal to be set for hearing concurrently with the continued hearing date on the motion for summary judgment, provided that said motion was timely filed and served; and that, if no such motion were filed, the Court would direct the clerk to publicly file “Plaintiff’s Notice of Lodging Conditionally Under Seal Re: Opposition to Defendants’ Motion for Summary Judgment or, in the Alternative, Summary Adjudication.”

The court docket does not reflect that Hernandez ever filed a motion to seal. Additionally, Hernandez failed to file a motion to seal in connection with “Plaintiff’s Notice of Lodging Conditionally Under Seal Re: Supplemental Brief ISO: Opposition to Defendants’ Motion for Summary Judgment or, in the Alternative, Summary

Adjudication” submitted July 28, 2025; as such, the Court directs the clerk to publicly file “Plaintiff’s Notice of Lodging Conditionally Under Seal Re: Opposition to Defendants’ Motion for Summary Judgment or, in the Alternative, Summary Adjudication” and “Plaintiff’s Notice of Lodging Conditionally Under Seal Re: Supplemental Brief ISO: Opposition to Defendants’ Motion for Summary Judgment or, in the Alternative, Summary Adjudication.”

C. Procedural Deficiencies

Plaintiff’s response to Defendants’ separate statement impermissibly includes objections (i.e., see Nos. 12-20, 22-32, 35, 42-44, 94-102, 104-114, 117, 119-121, 166, 201-210, 213, 218-226, 228, 252, 276-278, 280, and 281).

“[A] separate statement is not evidence; it *refers* to evidence submitted in support of or opposition to a summary judgment motion. (*Jackson v. County of Los Angeles* (1997) 60 Cal.App.4th 171, 178, fn. 4 [emphasis theirs].)

California Rules of Court Rule 3.1354, subdivision (b) provides that “[a]ll written objections must be served and filed separately from the other papers in support of or in opposition to the motion. Objections to specific evidence must be referenced by the objection number in the right column of a separate statement in opposition or reply to a motion, but the objections must not be restated or reargued in the separate statement.”

The Court declines to consider Plaintiff’s evidentiary objections contained in the opposing separate statement on this basis. (*Hodjat v. State Farm Mutual Automobile Ins. Co.* (2012) 211 Cal.App.4th 1, 7-9.)

D. Request for Judicial Notice

The Court rules on Defendants’ Request for Judicial Notice (“RJN”) as follows: Granted as to Exhibit B (i.e., October 27, 2022 order); Exhibit 10 (i.e., “Regular Meeting Agenda of the City Council of the City of El Monte” for February 16, 2021 and Item 13.2 attached thereto); Exhibit 11 (i.e., “Approval of Minutes, [City Council] Regular Meeting of February 16, 2021”); Paragraphs 3, 5, 6, 8, and 10 of the RJN; Exhibit 12 (i.e., “Regular Meeting Agenda of the City Council of the City of El Monte” for March 2, 2021); Exhibit L (i.e., “Approval of Minutes, El Monte City Council Regular Meeting of March 2, 2021”); and Exhibits U and V.

E. Defendants’ Evidentiary Objections

The Court rules on Defendants’ evidentiary objections as follows: Overruled as to Nos. 1, 13-18, 24, 27, 29, 33, and 37; Sustained as to Nos. 2-12, 20-23, 26, 28, 30-32, 34-36, and 38-46; and Overruled as to No. 19 in part (i.e., as to 77:20-78:5) and

otherwise sustained; and Overruled as to No. 25 in part (i.e., as to 110:15-22 and 111:9-14) and otherwise sustained.

F. Merits

On November 30, 2022, Hernandez filed the Operative Complaint against Defendants, Morales, Martinez,³ and Does 1-50 for intentional interference with contractual relations and intentional interference with prospective economic relations.⁴

The Operative Complaint alleges, in relevant part, as follows:

Hernandez is a former California State Assemblyperson who “term[ed] out” of office in 2016. (FAC, ¶ 13.) S. Rubio was elected to the State Senate in 2018 and re-elected in November 2022. (*Id.*, ¶¶ 14 and 16.) B. Rubio is S. Rubio’s sister and was elected in 2016 to fill the exact same elected office that Hernandez had held from 2010 to 2016, when he termed out. (*Id.*, ¶ 15). B. Rubio went on to get re-elected twice to this office, where she continues to serve. (*Id.*)

Beginning in or around April 2017, Hernandez began his post-elected-office professional life as a governmental consultant. (*Id.*, ¶ 35.) In or about June 2019, Hernandez was retained by Alliance “to consult/assist in their efforts to obtain an energy contract with [the City]” and “to perform advocacy work with El Monte City Council members—many of whom [Hernandez] already knew from his political career” (FAC, ¶ 40); that Defendants “both became aware of [Hernandez’s] contractual relationship with [Alliance] and then colluded, in early 2021, with El Monte City Council member Maria (Morales) and City Manager Alma (Martinez) to gather votes against the proposed energy contract with [Alliance], despite the contract receiving the city staff’s recommendation for approval” (*Id.*); that in or about March 2021, Quintero (a former El Monte mayor) and Lopez (a local business owner) confirmed, in subsequent conversations with Hernandez, that S. Rubio and her staff were “in constant communication” with Morales to “kill” the proposed energy contract between Alliance and City (*Id.*); that Lopez told Hernandez that S. Rubio had instructed her staff to interfere with and block any proposals submitted by any of Hernandez’s clients and to be “all hands on deck” when it came to the proposed energy contract with Alliance (*Id.*); and that, “after discussing the proposed contract as part of the agenda for meetings held on February 16, 2021, March 2, 2021, March 8, 2021, the El Monte City Council voted against the staff

³ As noted above, Hernandez dismissed Morales and Martinez from the Operative Complaint, with prejudice, on July 6, 2023.

⁴ On January 17, 2023, Judge Peter A. Hernandez granted Defendants’ motion to strike portions of the Operative Complaint, including (1) Paragraphs 19-23, 24-34, and 36-39 in their entirety; (2) Exhibit A to the Operative Complaint; and (3) Prayer for Relief, paragraph 6.

recommendation for approval, rejecting [Alliance's] proposed contract at the covert direction" of S. Rubio, B. Rubio, Morales, and Martinez (*Id.*).

1. First Cause of Action (i.e., Intentional Interference with Contractual Relations)

"The elements which a plaintiff must plead to state the cause of action for intentional interference with contractual relations are (1) a valid contract between plaintiff and a third party; (2) defendant's knowledge of this contract; (3) defendant's intentional acts designed to induce a breach or disruption of the contractual relationship; (4) actual breach or disruption of the contractual relationship; and (5) resulting damage." (*Pacific Gas & Electric Co. v. Bear Stearns & Co.* (1990) 50 Cal.3d 1118, 1126.)

Hernandez has alleged, in addition to the allegations set forth above, that he had a contract with Alliance (FAC, ¶ 42), that Defendants knew of this contract (*Id.*, ¶ 43), that Defendants' conduct prevented performance and/or made performance more expensive or difficult pursuant to the contract (*Id.*, ¶ 44), that Defendants intended to disrupt the performance of this contract (*Id.*, ¶ 45), that he "was harmed by this contract being terminated in that he was deprived of the consulting fees he would have otherwise collected" (FAC, ¶ 46), and that "Defendants' conduct was a substantial factor in causing the contract to be terminated" (*Id.*, ¶ 47), resulting in him suffering damages in the form of lost profits exceeding \$25,000.00 (*Id.*).

B. Rubio asserts that she is entitled to summary adjudication of the first cause of action on the basis that there is no evidence that she committed any act of interference with Hernandez's contract with Alliance. The Court agrees.

Defendants have proffered the following evidence:

In December 2020, Hernandez executed a "Referral Partner Agreement" with Alliance effective January 1, 2021 (Secretov Decl., ¶¶ 8-10, Exhs. F, p. 13, G, pp. 14-15 and 28-29, and H; Defendants' Separate Statement ("DSS") No. 1), wherein Hernandez would receive a success fee upon Alliance closing, and receiving payment with respect to, a contract with a public entity Hernandez had referred to Alliance (Secretov Decl., ¶¶ 9-10 and 21, Exhs. G, pp. 14-15 and 28-29, P, 104:19-105:6 and H; DSS No. 2). Hernandez contends that Defendants interfered with the Referral Partner Agreement in early 2021 in connection with his work for Alliance on an energy services contract with the City. (Secretov Decl., ¶¶ 6 and 9, Exhs. D and G, pp. 28-29; DSS No. 3.) Hernandez contends that the Referral Partner Agreement as to the subject project (i.e., Alliance's proposed energy services agreement with the City of El Monte) was terminated by Alliance shortly after March 2, 2021. (*Id.*, ¶ 8, Exh. F, p. 15; DSS No. 4.)

On February 13, 2021, the agenda for the February 16, 2021 regular meeting of the City Council was posted at 12:30 p.m. (Secretov Decl., ¶¶ 13 and 14, Exh. K, 21:1-9, RJN Exh. 10 and Paragraph 3; DSS No. 5.) During the February 16, 2021 City Council meeting, a public hearing was held on Agenda Item 13.2, entitled “A Public Hearing Pursuant to Government Code Section 4217.12⁵ to Consider and Approve Findings Establishing that it is in the Best Interest of the City to Execute an Energy Services Agreement with Alliance Building Solutions, Inc. for the Implementation of Energy Related Services to City,” Resolution No. 10241. (Secretov Decl., ¶ 15, Exh. 11, pp. 12-14, RJN Paragraph 5.) At the February 16, 2021 meeting, the City Council voted to continue the public hearing on Item No. 13.2 to March 2, 2021. (Secretov Decl., ¶ 12, Exh. 12, RJN Paragraph 8.) During the March 2, 2021 meeting, a public hearing was held on Agenda Item 13.2, entitled “A Public Hearing to Consider and Approve a Resolution Making Findings Required by Government Code Section 4217.12(a)(1)-(2) to Authorize the Execution of Energy Conservation Service Contracts with Alliance Building Solutions, Inc. on Terms That are in the Best Interest of the City and Related Authorization for the Negotiation of Terms for the Financing of Improvements Contemplated under the same,” Resolution No. 10247. (Secretov Decl., ¶¶ 13 and 17, Exhs. K and L.) At the March 2, 2021 meeting, the City Council voted against Item 13.2 by a 2-3 vote, with Mayor Jessica Ancona and Mayor Pro Tem Victoria Martinez Muela voting to pass the Item, and Councilmembers Herrera, Morales, and Puente voting “No.” (Secretov Decl., ¶ 17, Exh. L, RJN Paragraph 10; DSS No. 10.)

Martinez was City Manager of El Monte during the years 2020 and 2021. (Secretov Decl., ¶ 18, Exh. M, 12:12-25; DSS No. 11.) At no point in time did B. Rubio or her staff instruct Martinez to “kill” the proposed energy contract with the City (Secretov Decl., ¶ 18, Exh. M, 27:7-14; DSS No. 12), direct Martinez to oppose or block Alliance’s proposed energy services contract with the City (Secretov Decl., ¶ 18, Exh. M, 27:15-24; DSS No. 13), harass Martinez about Alliance’s proposed energy services contract with City (Secretov Decl., ¶ 18, Exh. M, 27:25-28:7; DSS No. 14), influence Martinez in how she handled her role as City Manager with regards to Alliance’s efforts to get an energy services contract with City (Secretov

⁵ Government Code section 4217.12 states, in relevant part as follows: “[A] public agency may enter into an energy service contract. . . on terms that its governing body determines are in the best interests of the public agency if the determination is made at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance, *and* if the governing body finds: (1) That the anticipated cost to the public agency for thermal or electrical energy or conservation services provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the public agency of thermal, electrical, or other energy that would have been consumed by the public agency in the absence of those purchases. (2) That the difference, if any, between the fair rental value for the real property subject to the facility ground lease and the agreed rent, is anticipated to be offset by below-market energy purchases or other benefits provided under the energy service contract. . .” (Emphasis added).

Decl., ¶ 18, Exh. M, 28:8-17; DSS No. 15), or pressure Martinez to disrupt Hernandez's relationship with Alliance (Secretov Decl., ¶ 18, Exh. M, 28:18-23; DSS No. 16). Further, Martinez did not take any action at B. Rubio's request that she believed would interfere with Alliance's ability to secure the proposed energy services contract with the City. (Secretov Decl., ¶ 18, Exh. M, 28:24-29:3; DSS No. 17.) B. Rubio did not yell at Martinez over the phone regarding Alliance's proposed energy services contract with the City (Secretov Decl., ¶ 18, Exh. M, 31:19-22; DSS No. 18) or pressure Martinez to interfere with Alliance's proposed energy services contract with the City (Secretov Decl., ¶ 18, Exh. M, 31:25-32:3; DSS No. 19). Neither B. Rubio, nor her staff, had any contact with Martinez regarding Alliance's proposed energy services contract with the City before the City Council's March 2, 2021 vote. (Secretov Decl., ¶ 18, Exh. M, 26:6-27:6, 31:9-15; DSS No. 20.)⁶

Morales was a City Council member during the years 2020 and 2021. (Secretov Decl., ¶ 13, Exh. K, 13:16-14:14; DSS No. 21.) Morales did not collude with Defendants in early 2021 to gather votes against Alliance's proposed energy contract with the City (Secretov Decl., ¶ 13, Exh. K, 17:5-12; DSS No. 22) or communicate with B. Rubio or her staff regarding Alliance's efforts to obtain an energy services contract with the City (Secretov Decl., ¶ 13, Exh. K, 53:7-54:1; DSS No. 23). B. Rubio did not ever communicate to Morales that she was upset that the City was considering an energy contract with Alliance, nor did B. Rubio or her staff instruct Morales to "kill" the proposed Alliance energy contract with the City (Secretov Decl., ¶ 13, Exh. K, 54:2-8; DSS Nos. 24 and 25), direct Morales to oppose Alliance's proposed energy services contract with the City (Secretov Decl., ¶ 13, Exh. K, 54:12-18; DSS No. 26), harass Morales about Alliance's proposed energy services contract with the City (Secretov Decl., ¶ 13, Exh. K, 54:19-25; DSS No. 27), influence Morales in how she handled her role as a City Councilmember with regards to Alliance's efforts to get an energy services contract with the City (Secretov Decl., ¶ 13, Exh. K, 55:1-10; DSS No. 28), or pressure Morales to disrupt Hernandez's relationship with Alliance (Secretov Decl., ¶ 13, Exh. K, 55:11-16; DSS No. 29). Further, Morales did not have any conversations with B. Rubio in January and March 2021 regarding Hernandez committing domestic violence against S. Rubio. (Secretov Decl., ¶ 13, Exh. K, 57:22-58:7; DSS No. 30.)

Morales's questioning of the proposed Alliance energy services contract

⁶ The Court notes that B. Rubio also cites to her First Supplemental Response to Plaintiff's Form Interrogatories (Secretov Decl., Exh. N, pp. 51-53) and her responses to Plaintiff's Request for Admission [Secretov Decl., Exh. T] in support of DSS Nos. 12-20, 22-30, 32, and 35; however, this is improper pursuant to Code of Civil Procedure section 2030.410 ("At the trial or any other hearing in the action, . . . the propounding party or any party other than the responding party may use any answer or part of an answer to an interrogatory *only against* the responding party" (emphasis added); see also *Great American Ins. Cos. v. Gordon Trucking, Inc.* (2008) 165 Cal.App.4th 445, 450 ["[T]he responding party may not use its own *interrogatory responses* in its own favor" (Emphasis added)]).).

during the February 16, 2021 City Council meeting was totally independent of any direction by B. Rubio. (Secretov Decl., ¶ 13, Exh. K, 32:9-13; DSS No. 32.) Morales was not contacted by B. Rubio or her staff prior to the February 16, 2021 City Council meeting regarding Alliance's proposed energy services contract with the City. (Secretov Decl., ¶ 13, Exh. K, 31:15-21; DSS No. 35.) B. Rubio first learned that Hernandez was a consultant for Alliance after she heard that the City Council rejected a proposed Alliance energy services contract. (Secretov Decl., ¶ 20, Exh. O, 209:9-210:20; DSS No. 36.)⁷

Hernandez, in response, asserts that Martinez made contrary statements to him (i.e., as to B. Rubio interfering with the contract) during a conversation in June 2021 and that these statements are admissible as exceptions to the hearsay rule pursuant to Evidence Code sections 1223 and 1235.⁸

Evidence Code section 1223, however, does not apply because Hernandez has not presented "independent evidence to establish prima facie the existence of a conspiracy." (*People v. Jeffery* (1995) 37 Cal.App.4th 209, 215; see also *People v. Perez* (1978) 83 Cal.App.3d 718, 729 ["[T]he fact of the existence of the conspiracy between the declarant and the party against whom declarant's hearsay statement is offered may be established by circumstantial evidence, excluding, however, the declarant's hearsay statement".]) "In addition to its formation and operation and resulting damage, in order to establish a civil conspiracy a plaintiff must prove a wrongful act done in the furtherance of the conspiracy" and it is "insufficient . . . to baldly assert the wrongful act is the conspiracy." (*Tuchscher Development Enterprises, Inc. v. San Diego Unified Port Dist.* (2003) 106 Cal.App.4th 1219, 1243).

⁷ Additionally, Herrera was deposed after the filing of the instant motion. Herrera testified that neither B. Rubio nor her staff communicated with him, directly or indirectly, about the Alliance project before the March 2, 2021 vote, that B. Rubio never asked him to vote against the Alliance project before the March 2, 2021 vote, that B. Rubio never expressed any concerns or opposition to him about the Alliance project before the March 2, 2021 vote, that B. Rubio never harassed, pressured, or instructed him to block or oppose the proposed Alliance project before the March 2, 2021 vote, and that his vote on the Alliance project was independent of any direct influence by B. Rubio. (Aug. 11, 2025 Secretov Decl., ¶ 6, Exh. A, 165:4-166:7.)

⁸ Evidence Code section 1223 provides that "[e]vidence of a statement offered against a party is not made inadmissible by the hearsay rule if: (a) The statement was made by the declarant while participating in a conspiracy to commit a crime or civil wrong and in furtherance of the objective of that conspiracy; (b) The statement was made prior to or during the time that the party was participating in that conspiracy; and (c) The evidence is offered either after admission of evidence sufficient to sustain a finding of the facts specified in subdivisions (a) and (b) or, in the court's discretion as to the order of proof, subject to the admission of such evidence."

Evidence Code section 1235 provides that "[e]vidence of a statement made by a witness is not made inadmissible by the hearsay rule if the statement is inconsistent with his testimony at the hearing and is offered in compliance with Section 770."

Further, Hernandez has not introduced evidence showing that the statement was made “by [Martinez] while participating in [the] conspiracy to commit a crime or civil wrong,” “in furtherance of the objective of that conspiracy,” and “prior to or during the time that [Martinez] was participating in that conspiracy.” Again, Hernandez claims that Martinez’s statements were made to him in June 2021, which was “months after the [City Council] voted against the [Alliance] Project on March 2, 2021” (Opp., 7:19-21); as such they were not made “before or during” the conspiracy, but after.

Further, Evidence Code section 1235 “does not apply to a summary judgment determination[;] prior inconsistent hearsay statements may be admitted for their truth at trial because the trier of fact may evaluate a live witness’s credibility in testifying about both the prior statement and the current inconsistent statement.” (*Forest Lawn Memorial-Park Association v. Superior Court of Riverside County* (2021) 70 Cal.App.5th 1, 12.) “In contrast, as to declarations submitted at the summary judgment stage, Evidence Code section 1202 governs.” (*Id.*) “Under Evidence Code section 1202, prior inconsistent statements may not be admitted for their truth, but only for the purpose of attacking the credibility of the declarant.” (*Id.* at 13.) As B. Rubio states, “[h]ere, there is no independent testimony of Martinez having made these statements to [Hernandez]” and Hernandez “cannot bootstrap Martinez’s supposed statements into evidence under section 1235 based solely on his own assertion that she made these statements.” (Reply, 5:23-25.)

The Court determines that B. Rubio is entitled to summary adjudication on the first cause of action on this basis.

Next, B. Rubio and S. Rubio assert that they are entitled to summary adjudication of the first cause of action on the basis that there is no evidence demonstrating a causal link between their alleged conduct and the disruption of Hernandez’s contract with Alliance. While the Court need not analyze causation with respect to B. Rubio based upon the above determination, the Court agrees with S. Rubio’s contention on causation.

Again, Hernandez has alleged that Defendants’ conduct was a substantial factor in causing the contract to be terminated. (FAC, ¶ 47.) Hernandez’s claim is based on the assumption that Alliance would have closed the energy contract with the City but for Defendants’ conduct. The causation element requires proving that the alleged conduct “is a substantial factor in bringing about an injury, damage, loss or harm.” (*Franklin v. Dynamic Details, Inc.* (2004) 116 Cal.App.4th 375, 391 [quotations and citation omitted].) Causation may be decided as a question of law on summary judgment. (*Id.* at 394 [affirming summary adjudication as no reasonable inference could be drawn that defendant’s conduct was a substantial factor in plaintiff’s injury].)

S. Rubio has proffered the following evidence:

Plaintiff more than likely viewed the February 16, 2021 City Council meeting via live video stream. (Secretov Decl., Exh. P, 150:15-22.) Based on his observation of the February 16, 2021 meeting, specifically the opposition to the project and the “line of questioning” from the City Councilmembers, Hernandez believed that there was “programming designed to single [him] out” and that “there [were] commitments made, programming around killing the project.” (Secretov Decl., Exh. P, 150:23-152:4; DSS No. 172.)

Sometime after the February 16, 2021 City Council meeting, S. Rubio’s staff member, Armenta Lopez, who S. Rubio relied upon to, among other things, attend or view City Council meetings in S. Rubio’s district and report back to her regarding noteworthy items, outcomes, or discussions, informed S. Rubio that the City Council had not moved forward with an energy contract with which Hernandez was involved. (Secretov Decl., ¶ 11, Exh. I, 233:10-234:17, 236:2-238:7, 239:23-240:21, 243:15-244:23.) On March 2, 2021, S. Rubio received a link to a Facebook video of the February 16, 2021 City Council meeting. (Secretov Decl., ¶ 11, Exh. I, 237:6-19, 269:15-271:2.) That day, at 5:33 pm, S. Rubio texted Morales the following:

Someone sent me the video of your last council. Where you question energy contract – he said “Roger Hernandez” [...] Next time- next question should be: “can I ask, have you, your team, consultants or anyone affiliated with your business given any political contributions to any member of this council prior to tonight? Were you ask[ed] to contribute in future fundraiser?” They have to make a choice – lie or stumble to answer. “I don’t know” would not be acceptable

Or when he said he met with Ancona: was the meeting over dinner?
That placed her outside the scope of her work at city hall.

(Secretov Decl., ¶¶ 11-12, Exh. I, 266:20-267:10, and Exh. J; DSS No. 165.)

S. Rubio believed that the City Council had rejected the proposed energy services contract in February prior to her March 2, 2021 texts to Morales. (Secretov Decl., ¶ 11, Exh. I, 236:2-238:7, 274:19-25.) S. Rubio believed, based on the video, that it was “very clear in [Morales’s] questioning” that Morales was “really struggling with the process of something coming to the council” and “was trying to figure out what the process was.” (Secretov Decl., ¶ 11, Exh. I, 275:8-23.)

Prior to the March 2, 2021 text messages from S. Rubio, Morales did not have any communications with S. Rubio or her staff related to Alliance’s proposed energy services contract with El Monte (Secretov Decl., ¶ 13, Exh. K, 35:22-25; DSS No. 166.) Morales did not construe S. Rubio’s text messages as instructing her to vote to

reject the proposed Alliance energy services contract with the City. (Secretov Decl., ¶ 13, Exh. K, 36:1-3; DSS No. 167.) These text messages did not influence, and were not a substantial factor, in Morales's decision to vote against approving the proposed Alliance energy services contract with the City. (Secretov Decl., ¶ 13, Exh. K, 36:7-10 and 37:16-18; DSS Nos. 168 and 170.) Had Morales not received S. Rubio's March 2, 2021 text messages, she still would have voted against approving the proposed Alliance energy services contract with the City. (Secretov Decl., ¶ 13, Exh. K, 35:11-36:13; DSS No. 169.) Hernandez's own testimony reflects that he believed the questions surrounding the proposed Alliance energy services contract during the February 16, 2021 City Council meeting indicated that there was "programming around killing the project" even before there was any evidence that Defendants had heard of the Alliance contract or Hernandez's involvement.

Further, had Morales been required to vote on whether to approve or reject the proposed Alliance energy services contract during the February 16, 2021 City Council meeting, she would have voted to reject it. (Secretov Decl., ¶ 13, Exh. K, 32:9-19; DSS No. 161.) During the February 16, 2021 meeting, Morales was concerned about the City's financial stability at that time, and had concerns regarding the process through which the proposed Alliance energy services contract came to appear on the City Council's meeting agenda. (Secretov Decl., ¶ 13, Exh. K, 28:8-30:10; DSS No. 163.)⁹

Hernandez, in response, asserts that Martinez made statements to the contrary to Sal Mendez ("Mendez"), the City's former Public Works Director, and to Alliance's CEO/President, Brad Chapman ("Chapman"), and that these statements are admissible as exceptions to the hearsay rule pursuant to Evidence Code sections 1223 and 1235. The Court disagrees. Again, as to section 1223, Hernandez has not provided independent evidence to establish the existence of a conspiracy. Further, any such alleged conspiracy necessarily terminated on March 2, 2021. Any statements by Martinez to Hernandez in June 2021 and by Herrera and Morales to Chapman in January 2022, May 2024, and May 2025 were not made "before or

⁹ Herrera was deposed after the filing of the instant motion. Herrera testified that he did not know, at the time he voted against the Alliance proposal during the March 2, 2021 meeting, that Hernandez was S. Rubio's ex-husband. (Aug. 11, 2025 Secretov Decl., ¶ 6, Exh. A, 72:6-20.) Herrera further testified that his first contact with S. Rubio was either in April or May 2021. (*Id.*, 80:22-81:1 and 163:15-18.) He has never discussed the Alliance proposal for an energy efficiency program at the City with S. Rubio, nor has he, at any point, spoken with S. Rubio's staff regarding this topic. (*Id.*, 82:24-83:2 and 86:16-19.) Herrera's vote on the Alliance project was independent of any direct influence by S. Rubio. (*Id.*, 164:23-2.)

Herrera communicated to Mendez prior to the first EMCC that he had concerns about the scope of the project, including the inclusion of the civic center. (*Id.*, 36:15-37:3). Herrera also had concerns about financing, about how the project was an unsolicited bid and that there was "a sense of rushing through this process. (*Id.*, 76:5-77:8 and 78:6-21). He was not concerned about Hernandez's involvement in the project. (*Id.*, 96:23-97:10).

during” the conspiracy.

Further, Martinez’s purported statements to Mendez before and during the City Council’s deliberation of the Alliance project do not create a triable issue of fact as to causation. Hernandez’s own evidence suggests that Martinez sought to “kill” the Alliance project on her own accord beginning in 2019. Mendez testified that Martinez “right off the start. . . made it clear that she wasn’t going to hire [Alliance].” (Hollenkamp Decl., ¶ 6, Exh. C, 33:13-21.) Chapman attests that Alliance began working with the City no later than *April 2020*. (Hollenkamp Decl. ¶ 15, Exh. M, ¶ 8.) Chapman also attests that Hernandez coordinated and attended an introductory meeting with then-City Council member Jessica Ancona, Martinez, and Alliance representatives *in 2019* to discuss the Alliance project with the City. (Hollenkamp Decl., ¶ 15, Exh. M, ¶ 6.) Mendez also testified that he believed that Martinez had told him the Alliance project would never be approved by the City Council due to a “*mixture*” of (1) Ancona having introduced the project and Martinez not wanting Ancona to “get a win” (Hollenkamp Decl., ¶ 6, Exh. C, 34:22-35:2 and 35:23-25) and (2) concerns that it would upset S. Rubio as Ancona and Hernandez were in a romantic relationship. (*Id.*, 35:9-20 and 89:24-90:6.)

Martinez’s statements to Mendez and Morales’s statements to Chapman, moreover, are not inconsistent statements under Evidence Code section 1235, as the Martinez statements to Mendez only express her belief that S. Rubio would be upset if the City Council approved a contract involving Hernandez and the Morales statement only suggests that she would support the Alliance project if Hernandez was not involved.

The Court determines that S. Rubio is entitled to summary adjudication on the first cause of action on this basis.

2. Second Cause of Action (i.e., Intentional Interference with Prospective Economic Relations)

“The five elements for intentional interference with prospective economic advantage are: (1) an economic relationship between the plaintiff and some third party, with the probability of future economic benefit to the plaintiff; (2) the defendant’s knowledge of the relationship; (3) intentional acts on the part of the defendant designed to disrupt the relationship; (4) actual disruption of the relationship; and (5) economic harm to the plaintiff proximately caused by the acts of the defendant.” (*Youst v. Longo* (1987) 43 Cal.3d 64, 71, fn. 6.)

Hernandez has alleged that he and Alliance “were in an economic relationship that probably would have resulted in economic benefit to [him]” (FAC, ¶ 50); that “Defendants engaged in a concerted and malicious campaign of character assassination against both [Hernandez] (based, in part, on their false allegations

that [Hernandez] had committed domestic violence against [S. Rubio] and [Alliance] between approximately January and March 2021” (FAC, ¶ 52); that “[b]y engaging in these defamatory attacks, in addition to other independently wrongful conduct, Defendants: (a) intended to disrupt the economic relationship between [Hernandez] and [Alliance]; and/or (b) knew the disruption of that relationship was certain or substantially certain to occur” (*Id.*); that “[t]he economic relationship between [Hernandez] and [Alliance] was actually disrupted as a direct result of Defendants’ independently wrongful conduct” (*Id.*, ¶ 53); and that he was harmed “in that he was deprived of the consulting fees that he probably would have otherwise collected” (*Id.*, ¶ 54).

Rubio and S. Rubio assert that they are entitled to summary adjudication in part on the basis that Hernandez’s probability of economically benefiting from Alliance’s proposed energy services contract with the City was too speculative. The Court agrees.

The tort of interference with prospective economic relations “traditionally has not protected speculative expectancies, usually because there is no sufficient degree of certainty that the plaintiff ever would have received the anticipated benefits.” (*Roy Allan Slurry Seal, Inc. v. American Asphalt South, Inc.* (2017) 2 Cal.5th 505, 518 (“*Roy Allan*”) [quotations and citations omitted].) “What is required is proof that it is *reasonably probable* that the lost economic advantage would have been realized *but for* the defendant’s interference.” (*Kasparian v. County of Los Angeles* (1995) 38 Cal.App.4th 242, 271 [quotations and citation omitted].)

Consistent with these principles, in *Blank v. Kirwan* (1985) 39 Cal.3d 311, 330, the California Supreme Court held that a plaintiff failed to adequately plead “the requisite [economic] ‘expectancy’ as a matter of law,” where he had alleged that the defendant interfered with an application for a city license to operate a poker club. The *Blank* Court reasoned that that a city council’s discretion “to grant or deny an application for a poker club license is so broad as to negate the existence of the requisite ‘expectancy’ as a matter of law.” (*Id.* at 330-331.)

Here, Defendants have proffered the following evidence:

The agenda for the February 16, 2021 Regular Meeting of the City Council attached a Staff Recommendation for Agenda Item 13.2 that attached a corresponding draft resolution (the “February 16, 2021 Resolution”). (Secretov Decl., ¶ 14, Exh. 10; DSS No. 69.) During the March 2, 2021 City Council meeting, a public hearing was held on Agenda Item 13.2, entitled “A Public Hearing to Consider and Approve a Resolution Making Findings Required by Government Code Section 4217.12(a)(1)-(2) to Authorize the Execution of Energy Conservation Services Contracts with Alliance Building Solutions, Inc. on Terms that are in the Best Interest of the City and Related Authorization for the Negotiation of Terms for

the Financing of Improvements Contemplated under the same,” Resolution No. 10247. (Secretov Decl., ¶ 13, Exh. K, RJN Exh. L; DSS No. 69.) The agenda for the March 2, 2021 City Council meeting attached a Staff Recommendation for Agenda Item 13.2 that attached a corresponding draft resolution (the “March 2, 2021 Resolution”). (Secretov Decl., ¶ 16, Exh. 12; DSS No. 74.) The City Council is not obligated to approve a contract that is presented to it with a staff recommendation and retains discretion to approve or decline such a contract. (Secretov Decl., ¶ 13, Exh. K, 39:15-40:15; Aug. 11, 2025 Secretov Decl., ¶ 6, Exh. A, 168:21-169:2 and 64:8-20; DSS No. 78.) The City Council has the discretion to determine whether to enter into a contract that is subject to a public hearing. (Secretov Decl., ¶ 13, Exh. K, 40:4-41:19; DSS No. 79.) City Councilmembers are obligated to scrutinize potential contracts to make sure that they are in the City’s best interests. (Secretov Decl., ¶ 13, Exh. K, 40:22-25, 41:1-19, and 43:2-7; Aug. 11, 2025 Secretov Decl., ¶ 6, Exh. A, 169:14-21 and 170:10-22.) Had the resolutions regarding the proposed Alliance energy services contract with the City been adopted at either the February 16, 2021 or March 2, 2021 City Council meetings, a series of additional steps would still need to be followed before a contract could be executed between Alliance and the City. (Secretov Decl., ¶ 13, Exh. K, 41:20-43:16 and 44:18-45:19; DSS No. 80.)

Based on the aforementioned evidence, the Court agrees with Defendants that Hernandez’s proffered economic expectancy is too speculative given the City Council’s broad discretion to approve or reject the contract. (*Blank, supra*, 39 Cal.3d 311, at 330-331.)

Next, B. Rubio and S. Rubio assert that they are entitled to summary adjudication in part on the basis that there is no evidence that they committed any independently wrongful act. The Court agrees.

“[A] plaintiff seeking to recover for alleged interference with prospective economic relations has the burden of pleading and proving that the defendant’s interference was wrongful ‘by some measure beyond the fact of the interference itself.’” (*Della Penna v. Toyota Motor Sales, U.S.A., Inc.* (1995) 11 Cal.4th 376, 392-393.) “[A]n act is independently wrongful if it is unlawful, that is, if it is proscribed by some constitutional, statutory, regulatory, common law, or other determinable legal standard[;] an act must be wrongful by some legal measure, rather than merely a product of an improper, but lawful, purpose or motive.” (*San Jose Construction, Inc. v. S.B.C.C., Inc.* (2007) 155 Cal.App.4th 1528, quoting *Korea Supply Co. v. Lockheed Martin Corp.* (2003) 29 Cal.4th 1134, 1159 & fn. 11.) “[W]hether [the] conduct is independently wrongful. . . is a legal question for the trial court.” (*Drink Tank Ventures LLC v. Real Soda in Real Bottles, Ltd.* (2021) 71 Cal.App.5th 528, 538.)

The only wrongful act pleaded in the Operative Complaint is that Defendants made “false allegations that [Hernandez] had committed domestic violence against [S. Rubio] . . . between approximately January and March 2021.” (FAC, ¶ 52.) Morales

did not have any conversations with S. Rubio or B. Rubio between January and March 2021 regarding Hernandez committing domestic violence against S. Rubio or that S. Rubio had made claims of domestic violence against Hernandez. (Secretov Decl., ¶ 13, Exh. K, 57:12-58:7.) Hernandez's discovery responses are devoid of allegations of any "defamatory attacks" by B. Rubio during this time. (Secretov Decl., ¶ 9, Exh. G, 21-24; DSS 37-41.) As to S. Rubio, the "Order Granting Motion to Strike Portions of Plaintiff's Complaint [Anti-SLAPP]" entered October 27, 2022 by Judge Hernandez previously determined that statements by S. Rubio that Hernandez committed acts of domestic violence against her cannot be demonstrated by Hernandez to be false because collateral estoppel bars re-litigation of the issue of whether S. Rubio was a victim of domestic violence by Hernandez, due to a prior domestic violence restraining order proceeding. (Secretov Decl., ¶ 4, Exh. B, pp. 8-10; DSS No. 92.)

Hernandez concedes the inadequacy of the "independently wrongful act" pled in the Operative Complaint but asserts that he should nevertheless be given leave to assert that Defendants abused their authority as elected officials to influence the City Council's vote on the Alliance contract in violation of the Political Reform Act of 1974 (Government Code § 87100). "[W]here a defect appears on the face of the complaint, a trial court may elect to treat the hearing of the summary judgment motion as a motion for judgment on the pleadings and grant the opposing party an opportunity to file an amended complaint to correct the defect." (*Hobson v. Raychem Corp.* (1999) 73 Cal.App.4th 614, 625 [disapproved of on other grounds by *Colmenares v. Braemar Country Club, Inc.* (2003) 29 Cal.4th 1019, 1031, fn. 6].)

Regardless, Hernandez's proposed amendment would be futile. (See *Foroudi v. Aerospace Corporation* (2020) 57 Cal.App.5th 992, 1000 [no abuse of discretion in denying leave to amend where amendment would be futile].) Government Code section 87100 provides that "[a] public official at any level of state or local government shall not make, participate in making, or in any way attempt to use the public official's official position to influence a governmental decision *in which the official knows or has reason to know the official has a financial interest.*" (Emphasis added).

Hernandez does not allege or make any evidentiary showing that Defendants had a financial interest in the City Council's vote on the Alliance project.

The motion for summary judgment is granted.

IV. Conclusion

In conclusion, for the reasons stated above, the Court grants Defendants' motion for summary judgment.

Based on the ruling on summary judgment, the Court vacates the Final Status Conference set for October 3, 2025 and the Jury Trial set for October 7, 2025.

The Clerk is directed to give notice.

DATED: September 11, 2025



Allison L. Westfahl Kong

Hon. Allison L. Westfahl Kong
Judge of the Superior Court