

CALIFORNIA COURT OF APPEAL, SECOND APPELLATE DISTRICT,
DIVISION ONE

O.B. v. Los Angeles Unified School District

O.B. · No. B339555 · Decided August 27, 2025

SUMMARY

The California Court of Appeal held that Assembly Bill 218 does not violate the California Constitution's gift clause by retroactively eliminating the Government Claims Act claims-presentation requirement for childhood sexual assault claims against public entities. The court concluded that AB 218 removed an obstacle to recovery rather than creating new substantive liability, because the school district could already have been substantively liable for negligent hiring, retention, or supervision. The court reversed the order granting judgment on the pleadings and dismissing the complaint, and remanded with directions to deny the motion.

CASE DETAILS

COURT	California Court of Appeal, Second Appellate District, Division One
WRITING FOR THE COURT	M. Kim, J.; Rothschild, P. J.; Weingart, J.
JURISDICTION	California Court of Appeal, Second Appellate District, Division One
DECIDED	August 27, 2025
DOCKET	B339555
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	O.B. appealed from an order granting the Los Angeles Unified School District's motion for judgment on the pleadings and dismissing her complaint with prejudice.
STANDARD OF REVIEW	De novo review applies to questions of law and constitutional interpretation, including review of a judgment-on-the-pleadings ruling.
PRECEDENTIAL VALUE	Published and certified for publication; precedential California Court of Appeal opinion.
PARTIES	O.B. v. Los Angeles Unified School District

TOPICS

motion for judgment on the pleadings

statutory interpretation

constitutional law

municipal law

appellate procedure

PRACTICE AREAS

constitutional law

municipal law

civil procedure

torts

appellate procedure

QUESTIONS PRESENTED

1. Whether Assembly Bill 218's retroactive elimination of the Government Claims Act claims-presentation requirement for childhood sexual assault claims violated the gift clause of article XVI, section 6 of the California Constitution.
2. Whether the claims-presentation requirement was an aspect of LAUSD's substantive liability such that its retroactive elimination created new liability in violation of the gift clause.
3. Whether the trial court properly granted LAUSD's motion for judgment on the pleadings and dismissed O.B.'s complaint.

HOLDINGS

1. Assembly Bill 218 does not violate the gift clause because it did not create new substantive liability; it removed an obstacle to suing to enforce liability that already existed under Government Code section 815.2.
2. The claims-presentation requirement is a condition precedent to maintaining an action and an element that may need to be pleaded and proved, but it is not an element of the public entity's substantive liability.
3. The trial court erred by granting LAUSD's motion for judgment on the pleadings and dismissing O.B.'s complaint because AB 218 did not violate the gift clause.

KEY QUOTATIONS

“Assembly Bill 218 (AB 218) does not violate the gift clause of the California Constitution by retroactively eliminating the Government Claims Act’s claims presentation requirement for childhood sexual assault claims against public entities.” (1)

“the crucial consideration is whether the Legislature has created new substantive liability, or, instead, has simply removed an obstacle to recovery imposed by the state as a condition of its consent to suit that is not an aspect of the underlying substantive liability.” (10)

“Because AB 218 did not create a new substantive liability, its revival of previously barred causes of action based on this liability did not violate the gift clause.” (16)

FACTUAL BACKGROUND

O.B. alleged that beginning in 2003, while she was in eighth grade at Mount Gleason Middle School, she was repeatedly sexually assaulted by a teacher employed by LAUSD. She alleged that the teacher's reputation for

abusing minors was common knowledge at the school, that LAUSD knew or should have known of his conduct, and that the district nevertheless retained him. O.B. asserted negligence and negligent hiring, retention, and supervision claims, relying on Assembly Bill 218's retroactive elimination of the Government Claims Act's claims-presentation requirement for certain childhood sexual assault claims.

PROCEDURAL HISTORY

O.B. filed a complaint in February 2021 and amended it in September 2021, alleging childhood sexual assault and negligent hiring, retention, and supervision by LAUSD. In April 2024, the Los Angeles County Superior Court granted LAUSD's motion for judgment on the pleadings, concluding that Assembly Bill 218 retroactively created liability against the school district in violation of the California Constitution's gift clause. The Court of Appeal reversed and remanded with directions to deny the motion.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

The superior court must enter an order denying LAUSD's motion for judgment on the pleadings. O.B. is awarded her costs on appeal.

CASES CITED

- Star-Kist Foods, Inc. v. County of Los Angeles (1986) 42 Cal.3d 1
- City of Burbank v. Burbank-Glendale-Pasadena Airport (1999) 72 Cal.App.4th 366
- K.M. v. Grossmont Union High School Dist. (2022) 84 Cal.App.5th 717
- County of Los Angeles v. La Fuente (1942) 20 Cal.2d 870
- Valley Baptist Church v. City of San Rafael (2021) 61 Cal.App.5th 401
- West Contra Costa Unified School Dist. v. Superior Court (2024) 103 Cal.App.5th 1243
- Conlin v. Board of Supervisors (1893) 99 Cal. 17
- Heron v. Riley (1930) 209 Cal. 507
- A.H. v. Tamalpais Union High School Dist. (2024) 105 Cal.App.5th 340
- C.A. v. William S. Hart Union High School Dist. (2012) 53 Cal.4th 861
- John R. v. Oakland Unified School Dist. (1989) 48 Cal.3d 438
- Chapman v. State (1894) 104 Cal. 690
- State of California v. Superior Court (2004) 32 Cal.4th 1234
- Shirk v. Vista Unified School Dist. (2007) 42 Cal.4th 201
- Del Real v. City of Riverside (2002) 95 Cal.App.4th 761
- Rubenstein v. Doe No. 1 (2017) 3 Cal.5th 903
- Bourn v. Hart (1892) 93 Cal. 321
- Powell v. Phelan (1903) 138 Cal. 271

