

No.

In The Supreme Court of the United States

HASTINGS COLLEGE CONSERVATION COMMITTEE,

et al.,

Petitioners,

v.

STATE OF CALIFORNIA,

et al.,

Respondents.

On Petition for a Writ of Certiorari to the
California Court of Appeal, First Appellate District

PETITION FOR A WRIT OF CERTIORARI

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QUESTIONS PRESENTED

In 1878, the State of California (“State”) enacted legislation, 1878 Cal. Stat. ch. 351 (“1878 Act”), authorizing Serranus Clinton Hastings (“S.C. Hastings”), the State’s first Chief Justice, to found and establish a public college of law (“College”) “upon the condition” that he pay the State \$100,000. App. 72a–74a. The 1878 Act represented that the College would “forever” be known as “Hastings College of the Law” and that one seat on its Board of Directors (“Board”) shall “always” be reserved for S.C. Hastings’ heirs and representatives. App. 72a. S.C. Hastings paid the State \$100,000 and founded and established the College. App. 62a.

In 2022, the State enacted Assembly Bill 1936 (“AB 1936”), which “finds and declares,” *inter alia*, that S.C. Hastings “promoted and financed” the massacre of Native Americans in the 1850s, removes “Hastings” from the College’s name to atone for the “crimes of the past,” and eliminates S.C. Hastings’ heirs and representatives’ entitlement to a Board seat. App. 60a–72a.

This case presents the following two questions:

Whether a state law that requires a specified name and governance structure for a public college and is enacted in exchange for payment of a specified sum creates binding contractual obligations on the part of that state subject to the protections of the Contract Clause of the U.S. Constitution.

Whether state legislation posthumously declaring an individual as having engaged in criminal conduct and, on that basis, stripping benefits secured by state law for that individual and his descendants violates the Bill of Attainder Clause of the U.S. Constitution.

PARTIES TO THE PROCEEDING

Petitioners (plaintiffs and appellants in the California Court of Appeal) are Hastings College Conservation Committee, an unincorporated association of alumni of the College; and individuals Stephen Hastings Breeze, Stephanie Azalea Brackel, Catherine Torstenson, Scott Hastings Breeze, Collette Breeze Meyers, and Colin Hastings Breeze.

Respondents (defendants and respondents in the California Court of Appeal) are the State of California; David Faigman, in his official capacity as Dean and Chancellor of the College; and the following individuals in their official capacities as Directors of the College: Simona Agnolucci, Carl Robertson, Shashikala Deb, Michael Ehrlich, Andrew Giacomini, Andrew Houston, Claes Lewenhaupt, Mary Noel Pepys, Courtney Power, and Albert Zecher.¹

LIST OF PROCEEDINGS

California Superior Court, County of San Francisco

Hastings College Conservation Committee, et al.
v. State of California, et al., No. CGC-22-602149 (final judgment entered on Feb. 22, 2024)

California Court of Appeal, First Appellate District

Hastings College Conservation Committee, et al.
v. State of California, et al., No. A170255, 115 Cal. App. 5th 272 (Oct. 15, 2025) (opinion af-

¹ Dean Faigman and the College's Directors are referred to herein as "College Respondents."

firming trial court's order sustaining Respondents' demurrers without leave to amend)

Hastings College Conservation Committee, et al. v. Faigman, et al., No. A166898, 92 Cal. App. 5th 323 (June 5, 2023) (opinion affirming trial court's order denying College Respondents' special motion to strike under California law)

Hastings College Conservation Committee, et al. v. State of California, et al., No. A166877 (appeal from trial court's order denying preliminary injunction, dismissed voluntarily by Petitioners on Feb. 3, 2023)

California Supreme Court

Hastings College Conservation Committee, et al. v. State of California, et al., No. S294099 (Jan. 28, 2026) (denying petition for review of decision sustaining demurrers as to all causes of action)

Hastings College Conservation Committee, et al. v. Faigman, et al., No. S280966 (Sept. 20, 2023) (denying College Respondents' petition for review of decision concerning special motion to strike under California law).

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PETITION FOR A WRIT OF CERTIORARI

Petitioners respectfully petition for a writ of certiorari to review the judgment of the California Court of Appeal, First Appellate District in this case.

OPINIONS BELOW

The California Supreme Court's order denying Petitioners' request for discretionary review (App. 37a) is not reported. The California Court of Appeal's opinion below (App. 1a) is reported at 115 Cal. App. 5th 272 (2025), and its order denying rehearing (App. 56a) is not reported. The California Superior Court's order sustaining Respondents' demurrers without leave to amend (App. 29a) is not reported.

A prior opinion of the California Court of Appeal affirming the denial of College Respondents’ special motion to strike Petitioners’ suit (App. 38a) is reported at 92 Cal. App. 5th 323 (2023). The California Supreme Court’s order denying College Respondents’ request for discretionary review of that decision is not reported.

JURISDICTION

The California Court of Appeal issued the opinion below on October 15, 2025. App. 1a. The California Supreme Court denied Petitioners’ timely petition for discretionary review of that decision on January 28, 2026. App. 37a. This Court has jurisdiction under 28 U.S.C. § 1257(a).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

Article I, Section 10, Clause 1 of the United States Constitution states in relevant part: “No State shall . . . pass any Bill of Attainder . . . or Law impairing the Obligation of Contracts” U.S. Const. art. I, § 10, cl. 1.

The relevant excerpts of A.B. 1936, 2021–2022 Leg., Reg. Sess. (Cal. 2022) are reproduced as Appendix G.

The 1878 Act, 1878 Cal. Stat. ch. 351, is reproduced as Appendix H.

Section 92212 of the California Education Code states in relevant part:

If the state fails to pay to the directors of the college the sum of seven thousand dollars (\$7,000) annually . . . or if the college ceases to exist, the state

shall pay to the heirs or legal representatives of S.C. Hastings, the sum of one hundred thousand dollars (\$100,000), and all unexpended accumulated interest, unless the failure is caused by mistake or accident, or the omission of the Legislature to make the appropriation at any one session.

Cal. Educ. Code § 92212.

INTRODUCTION

In a published decision, the California Court of Appeal sanctioned severe legislative overreach, authorizing the State Legislature to impose posthumous declarations of criminality to extinguish the vested statutory and contractual interests of S.C. Hastings and his descendants. Compounding these errors, the court rejected Petitioners' efforts to recover even the funds paid by S.C. Hastings to secure those very interests from the State, in defiance of this Court's plurality decision in *United States v. Winstar Corp.*, 518 U.S. 839 (1996) ("*Winstar*"). Left unchecked, the court's decision will erode the constitutional protections necessary to safeguard liberty and prevent tyrannical abuses of state power.

The issues presented implicate exceptionally important questions of federal law concerning the boundaries of state legislative power under the U.S. Constitution's Contract and Bill of Attainder Clauses. This case provides an ideal vehicle to resolve these vital constitutional issues. Because the court below affirmed the sustaining of demurrers without leave to amend, this case presents these constitutional chal-

lenges as pure questions of law. Furthermore, although Petitioners’ suit was dismissed prior to discovery, the record is fully developed and contains all relevant legislative and historical materials necessary for this Court’s review.

STATEMENT OF THE CASE

A. The 1878 Act and the Founding of Hastings College of the Law.

In 1878, S.C. Hastings, following his tenure as the first Chief Justice of the California Supreme Court, proposed to the State that he use a portion of his wealth to establish the State’s first law college, which would be governed by an independent Board and affiliated with the University of California. 8CT2136–37; App. 75a–77a.² In response, the State passed the 1878 Act, which included all terms necessary to form a unilateral contract between the State and S.C. Hastings regarding the College. App. 72a–74a.³

Section 1 of the 1878 Act authorized S.C. Hastings to “found and establish a Law College, to be *forever* known and designated as ‘Hastings’ College of the Law” and mandated that the College’s Board “shall

² Citations to the record below, or “Clerk’s Transcript,” are denoted by volume number, followed by “CT” and the page number.

³ As initially drafted, the 1878 Act contemplated a future exchange, requiring the State to deliver a formal contract to S.C. Hastings upon his payment of \$100,000. App. 77a (§ 3). In its final form, the 1878 Act itself constituted the terms of the State’s contractual offer, which S.C. Hastings accepted by tendering the required \$100,000, upon which the Act’s effectiveness was expressly conditioned. App. 73a (§ 7).

always provide for filling a vacancy [on the Board] with some heir or some representative of the said S.C. Hastings.” App. 72a (emphasis added). Section 7 conditioned the 1878 Act’s effectiveness upon S.C. Hastings paying the State \$100,000. App. 73a. Section 13 further provided that if the State, “or its successor,” failed to fund the College a specified minimum amount per year, or the College “cease[d] to exist,” then the State “shall pay” to “S.C. Hastings, his heirs or legal representatives, the said sum of one hundred (\$100,000) thousand dollars and all unexpended accumulated interest” App. 74a.⁴

S.C. Hastings accepted the offer of unilateral contract by paying \$100,000 in gold to the State and founding and establishing the College. App. 62a (§ 1(e)). No one, including the College’s leadership at that time, disputed that the 1878 Act constituted a “complete contract” between the State and S.C. Hastings. *See Foltz v. Hoge*, 54 Cal. 28, 28 (1879). In the nearly 150 years since, the College has educated thousands of lawyers, many of whom have helped shape the modern American political and legal landscape as elected officials, attorneys, and judges. 1CT71.

B. College Respondents Succumb to Political Pressure to Change the College’s Name.

In 2017, debate surfaced over the College’s name following claims that S.C. Hastings promoted and financed the killing of Native Americans in California in the 1850s. 6CT1706. However, a State Legislature

⁴ The State’s obligation to pay \$100,000, along with unexpended interest, in the event it fails to uphold these conditions remains expressly codified in State law. Cal. Educ. Code § 92212.

investigation of those events in the 1860s—which included gathering a sworn statement from S.C. Hastings himself—resulted in no accusations of wrongdoing against him. 1CT78; 8CT2393–94.

Nevertheless, in response to the debate, the College’s leadership commissioned its own investigation led by historian Dr. Brendan Lindsay. 1CT181; 2CT528–33 (discussing Dr. Lindsay’s biases and historical gap-filling methodology). The resulting report, 8CT2336–455, principally faulted S.C. Hastings for three things:

(i) employing H.L. Hall, an individual who—without S.C. Hastings’ knowledge or authorization—killed several Yuki Indians in December 1858 and was subsequently terminated by S.C. Hastings, 8CT2393–94; 9CT2457;

(ii) petitioning the State to deploy the militia for the protection of livestock, whereupon the militia proceeded independently of S.C. Hastings’ control to commit atrocities, 9CT2459;⁵ and

(iii) the unauthorized conduct of militia leader Walter S. Jarboe—a known fraudster and notorious Indian killer—who attempted to procure militia supplies from a merchant with a promissory note he claimed S.C. Hastings issued, 8CT2359–60, 2369;

⁵ Dr. Lindsay blames S.C. Hastings for the militia’s actions based on his own moralistic judgment (and assumption) that S.C. Hastings “did not use his influence to speak out against these atrocities.” 9CT2459. A follow-up report by the College further concedes that “there is no incontrovertible proof that Judge Hastings knew more than he acknowledged” in his deposition testimony regarding the militia’s killings of Native Americans. 2CT439.

9CT2408–409.⁶

In September 2020, after considering this report, the College’s dean concluded that the College’s name should *not* be changed and that doing so may harm, not aid, the College’s restorative justice efforts. 2CT341–43; *see also* 2CT307–09. On October 27, 2021, however, the New York Times published an opinion piece condemning S.C. Hastings as having “masterminded” the killings of hundreds of Native Americans. 9CT2489–97. Less than one week later, the College’s Board held a special, closed-door meeting and directed the College’s dean to seek legislation changing the College’s name, though no new name, at that time, was proposed. 2CT433–34, 444–45.

Thereafter, following a months-long process involving numerous public meetings about the new name, the Board ultimately recommended that the State Legislature adopt the name “San Francisco College of the Law.” 5CT1359; *see also* Oliver Chen, *From UC Hastings to UC Law SF: An Examination of the Renaming Process and Analysis of Institutional Identity*, 75 UC L. J. 1741 (2024). The Board made this recommendation despite objections from Native Americans, who warned that the name “San Francisco” evokes the Spanish mission era and its widespread enslavement and abuse of Indigenous populations. 5CT1295, 1396; 9CT2493.

⁶The merchant refused the purported promissory note, questioning its validity, and the note was never produced during the State Legislature’s investigation. 9CT2408–409. Dr. Lindsay acknowledges in his report that S.C. Hastings “apparently denied [that the promissory note] existed.” 8CT2369.

C. The State Enacts AB 1936: Branding S.C. Hastings a Criminal, Removing “Hastings” from the College’s Name, and Eliminating His Heirs’ Entitlement to a Board Seat.

On September 23, 2022, the State enacted AB 1936, changing the College’s name to “College of the Law, San Francisco.” App. 60a–61a. Crucially, although the Board made no such request, the legislation also stripped S.C. Hastings’ heirs and representatives of their statutory entitlement to a Board seat. *Id.* Prior to its enactment, the State did not re-commission any independent inquiry into the events of the 1850s.⁷ Nevertheless, Section 1 of the legislation “finds and declares” that S.C. Hastings “perpetrated genocidal acts,” “promoted and financed Native American hunting expeditions,” “fund[ed] bounties resulting in the massacre of hundreds of Yuki men, women, and children,” “enriched himself through the seizure of . . . lands” and bears “significant responsibility” for the harm caused to the State’s Native American people. App. 63a–64a.

Based on these unadjudicated findings, AB 1936 decrees that “S.C. Hastings’ name must be removed from the College to end this injustice and begin the

⁷ Urging caution, State Senator Andreas Borgeas argued that the State should not accept the accusations against S.C. Hastings at face value but should instead commission an independent review of the historical record. App. 80a–81a. Dismissing any need for investigation, AB 1936 co-author State Senator Tom Umberg proclaimed S.C. Hastings’ guilt an established fact: “[T]he issue is . . . no longer debatable . . . [t]here is no reasonable doubt that Serranus Hastings engaged, involved, participated in the funding of this genocidal activity.” App. 81a.

healing process for the crimes of the past.” App. 65a. Going even further to condemn the Hastings name to perpetual infamy, the legislation requests that a “reading of an annual statement of the history of atrocities committed by S.C. Hastings” occur at all the College’s future convocation and commencement ceremonies. App. 70a. Legislative history also reveals that at least some legislators sought to coerce “[a]n apology from . . . the S.C. Hastings family, and all of those associated with the genocide of the Yuki people.” App. 91a.

D. Petitioners’ Lawsuit and the Court of Appeal’s Published Decision Below.

On October 4, 2022, Petitioners—a College alumni association and several descendants of S.C. Hastings—filed a complaint against the State and the College’s Board and dean in the Superior Court of California, County of San Francisco. 1CT62–134. As relevant here, Petitioners sought (i) declaratory relief regarding violations of the Contract Clause and (ii) Bill of Attainder Clause of the U.S. Constitution, U.S. Const. art. I, § 10, cl. 1; (iii) injunctive relief from violations of 42 U.S.C. § 1983 in relation to the College Respondents’ implementation of AB 1936; (iv) specific performance of the contract between the State and S.C. Hastings—i.e., the 1878 Act; and, alternatively, (v) monetary damages arising from the State’s breaches of that agreement. 1CT75–84.

In response, College Respondents moved to strike the claims asserted against them under California’s

anti-SLAPP (strategic lawsuit against public participation) statute.⁸ 1CT150; 5CT1438. In a published opinion, the California Court of Appeal affirmed the trial court’s order denying their motion. *Hastings Coll. Conservation Comm. v. Faigman*, 92 Cal. App. 5th 323 (2023), *rev. denied*, No. S280966 (Cal. Sept. 20, 2023). Notably, the court utilized contractual language when describing the activities between S.C. Hastings and the State. *See id.* at 328 (stating that S.C. Hastings “accepted” the “terms” conditionally passed by the State Legislature).

All Respondents thereafter demurred to Petitioners’ complaint on grounds that it failed to state a cause of action. 7CT1974; 7CT2023. Petitioners opposed the demurrers and requested leave to amend. 7CT2095–97, 8CT2103, 2107. The trial court found that Petitioners possessed standing to pursue their claims and granted Petitioners’ requests for judicial notice of various historical records and legislative history material, but sustained Respondents’ demurrers without leave to amend. App. 29a–36a.

As to Petitioners’ claims under the Contract Clause and for breach of contract, the trial court held that the 1878 Act did not give rise to contractual obligations. App. 31a–34a. Citing *Winstar*, the court determined that the State’s ability to rename the College or reorganize the Board constituted sovereign

⁸ The trial court also denied Petitioners’ motion for preliminary injunctive relief. 7CT1805. Petitioners initially appealed but then abandoned that effort once AB 1936 took effect and the California Court of Appeal denied their request for temporary injunctive relief pending appeal, No. A166877 (Cal. Ct. App. Feb. 3, 2023).

powers of the State which, under the “unmistakability doctrine,” may be surrendered by contract only in terms “too plain to be mistaken,” and that Petitioners could not meet such a “heavy burden.” App. 32a, 36a. The court held that Petitioners’ bill of attainder claim failed because AB 1936 does not inflict punishment on Petitioners and only “arguably singles out” S.C. Hastings. App. 34a. The court reasoned by extension that Petitioners’ derivative claims under 42 U.S.C. § 1983 failed for lack of an underlying constitutional or statutory violation. App. 35a. On February 22, 2024, the trial court entered its final judgment dismissing Petitioners’ case with prejudice. App. 58a–59a. Petitioners appealed.

In their opening brief to the California Court of Appeal, Petitioners challenged, *inter alia*, the trial court’s dismissal of their Contract and Bill of Attainder Clause claims. They also argued that even if the unmistakability doctrine applied to their contract claims, monetary damages remained available under *Winstar*. App. 99a n.7. Petitioners further invoked the liberal standard of review for demurrers sustained without leave to amend. App. 102a. Under California law, reviewing courts are directed to consider whether a pleading defect can be cured by amendment—even if the specific legal theory was not originally pled—allowing Petitioners to incorporate judicially noticed materials and exhibits into their arguments. *See, e.g., Aubry v. Tri-City Hosp. Dist.*, 2 Cal. 4th 962, 971 (1992); App. 102a.

Petitioners did not address the “reserved powers doctrine” in their opening brief because the trial court’s order did not mention or analyze it. App. 29a–36a. The trial court’s omission was unsurprising, as

Respondents never used the phrase “reserved powers doctrine” in their trial court demurrer briefing. 7CT1974–95; 7CT2023–48; 9CT2522–37; 9CT2547–63. When Respondents subsequently raised the doctrine on appeal, Petitioners promptly addressed it in their reply brief. App. 95a. Furthermore, at oral argument, Petitioners’ counsel repeatedly emphasized that *Winstar* permits Petitioners’ alternative pursuit of monetary damages, regardless of whether the unmistakability or reserved powers doctrines apply.⁹

The California Court of Appeal affirmed the trial court’s ruling in a published decision on October 15, 2025. *Hastings Coll. Conservation Comm. v. California*, 115 Cal. App. 5th 272 (2025), *rev. denied*, No. S294099 (Cal. Jan. 28, 2026). For the contract claims, the court abandoned the trial court’s analysis and relied solely on the reserved powers doctrine, concluding that the State’s ability to alter the name and governance structure of the College constitute essential attributes of the State’s sovereignty which cannot be contracted away. App. 7a. The court further held that AB 1936 is not a bill of attainder because it does not punish Petitioners or S.C. Hastings. App. 12a–21a.

In rendering its decision, the court minimized several of Petitioners’ arguments. It did so on the purported grounds that those specific theories were not expressly pled in the original complaint and that Petitioners’ opening brief lacked a formal assertion that the trial court abused its discretion in denying leave to amend. *See* App. 7a n.3 (asserting Petitioners “do

⁹ *See* July 22, 2025, Oral Argument available at <https://jcc.granicus.com/player/clip/6181> (last visited April 23, 2026) (10:29–10:46, *see also* 4:00–4:10, 8:19–9:03, 11:30–12:39).

not challenge the denial of leave to amend”); App. 15a n.7 (arguing that the complaint “did not challenge [AB 1936 § 20’s pursuit of an annual reading of atrocities purportedly committed by S.C. Hastings] as a bill of attainder” and “was not focused on reputational harms”); App. 16a (stating that the complaint “does not allege . . . that [Petitioners] are bringing this claim on [S.C. Hastings’] behalf”).

Petitioners subsequently sought rehearing from the California Court of Appeal. They reiterated, *inter alia*, that even if the reserved powers doctrine applies, *Winstar* still permits Petitioners’ alternative pursuit of monetary damages. On November 7, 2025, the Court of Appeal denied the petition, summarily deeming Petitioners’ arguments in support of rehearing waived. App. 57a.

On November 24, 2025, Petitioners timely petitioned the California Supreme Court for discretionary review of the appellate court’s decision. The California Supreme Court denied their petition on January 28, 2026. App. 37a.

REASONS FOR GRANTING THE PETITION

When a state is permitted to tear up its own agreements with impunity after rewriting history by legislative decree, the foundational constraints on state power are rendered meaningless. This Court’s intervention is required to correct a published appellate decision that brazenly defies constitutional safeguards.

I. The Ruling Below Conflicts with this Court’s Jurisprudence.

The California Court of Appeal’s opinion contravenes the Contract and Bill of Attainder Clauses in

several critical respects, warranting this Court’s review.

A. The California Court of Appeal misapplied the reserved powers doctrine in violation of binding precedent.

While contracts are generally creatures of state law, this Court independently determines whether a state statute creates contractual obligations entitled to the protections of the Contract Clause. *Ind. ex rel. Anderson v. Brand*, 303 U.S. 95, 100 (1938). The decision below misapplies this Court’s established jurisprudence concerning the reserved powers doctrine to invalidate the State’s contractual obligations regarding the College’s name and governance.

The reserved powers doctrine ensures that one legislature does not abridge the essential sovereign powers of its successor legislatures. *Winstar*, 518 U.S. at 872–74 (plurality opinion). Under this doctrine, a state may not contract away an “essential attribute of its sovereignty” and, consequently, courts cannot compel a state to adhere to a contract that purports to achieve such a result. *U.S. Tr. Co. of N.Y. v. New Jersey*, 431 U.S. 1, 23 (1977) (citing *Fletcher v. Peck*, 10 U.S. 87, 135 (1810)).

This Court has recognized that the doctrine “has always lived in some tension with the constitutionally created potential for a legislature, under certain circumstances, to place effective limits on its successors, or to authorize executive action resulting in such a limitation.” *Winstar*, 518 U.S. at 873 (plurality opinion). Thus, while a state may not surrender its power of eminent domain, *W. River Bridge Co. v. Dix*, 47 U.S. 507, 532 (1848), or its power to pass health and safety

legislation, *Stone v. Mississippi*, 101 U.S. 814, 817 (1879) and *Boston Beer Co. v. Massachusetts*, 97 U.S. 25, 30 (1877), it is settled that states possess the “power to enter into effective financial contracts,” *U.S. Trust Co. of N.Y.*, 431 U.S. at 24, and that states may not intrude upon rights which have vested under a law that is in its nature a contract, *Fletcher*, 10 U.S. at 135. This Court has never extended this doctrine to enable a state to rename a public college or alter board eligibility criteria in the face of existing contractual obligations.

This Court’s *Winstar* case was an outgrowth of the savings and loans crises of the 1980’s, in which the Government encouraged healthy safety and loans entities (“S&Ls”) to merge with failing S&Ls by granting the merged entities favorable accounting treatment under federal capitalization requirements. 518 U.S. at 845–53. The contracts between the Government and the S&Ls—which allowed the thrifts to use “supervisory goodwill” to satisfy a portion of their minimum regulatory capital requirements—arose from acquisition agreements that incorporated resolutions and forbearance letters by federal regulators approving the mergers and promising specific favorable treatment of goodwill capital. *Id.* Congress subsequently enacted the Financial Institutions Reform, Recovery, and Enforcement Act of 1989, which ended this favorable accounting treatment. *Id.* at 856. The plaintiffs, three S&Ls, sued the Government for damages arising from breach of contract. *Id.* at 858. This Court held in favor of the plaintiffs seven to two, allowing the plaintiffs’ claims for damages to proceed, but the justices differed in their reasoning, and no majority opinion was issued. *Id.* at 843.

The plurality opinion, authored by Justice Souter, and joined by Justices Stevens, Breyer, and O'Connor, reasoned that the reserved powers doctrine did not apply. *Id.* at 871–91. In their view, the effect of enforcing the underlying contract merely shifted the financial risk of legislative changes among the parties and did not strip the Government of its legislative sovereignty: “the Government assumed the risk that subsequent changes in the law might prevent it from performing, and agreed to pay damages in the event that such failure to perform caused financial injury.” *Id.* at 871. As such, there was no reason to apply the doctrine. *Id.* at 881 (“there ha[d] been no demonstration that awarding damages for breach would be tantamount” to “binding the Government’s exercise of authority to modify banking regulation or of any other sovereign power”); *id.* at 891 (“[a] contract to adjust the risk of subsequent legislative change does not strip the Government of its legislative sovereignty”).

A concurring opinion authored by Justice Scalia, joined by Justices Kennedy and Thomas, also reasoned that the reserved powers doctrine did not apply. To them, the doctrine has “no force where . . . the private party to the contract does not seek to stay the exercise of sovereign authority, but merely requests damages for breach of contract.” *Id.* at 923.

Although the California Court of Appeal relied heavily on *Winstar* in its opinion below, it contradicted *Winstar*’s central holding: the reserved powers doctrine does not apply where enforcement of the agreement merely shifts the risk that the government will pay damages arising from subsequent changes in the law. *Id.* at 891 (plurality opinion); *see also id.* at 923 (Scalia, J., concurring).

The 1878 Act does not uncompromisingly obligate the State to operate the College. App. 74a (§ 13: contemplating the closure or cessation of funding the College). The only thing the State truly cannot do under the 1878 Act is hold on to S.C. Hastings’ \$100,000 while operating the College in a manner the act forbids—i.e., under a name other than “Hastings College of the Law” or at the direction of a board that fails to reserve a seat for S.C. Hastings’ heirs or representatives. In other words, the 1878 Act shifts the risk of subsequent changes in law to the State. A court’s enforcement of the associated promises arising from the 1878 Act, or the awarding of damages arising from the State’s failure to comply with those promises, would merely give effect to the State’s present and uninterrupted decision to continue operating the College while retaining S.C. Hastings’ \$100,000, rendering application of the reserved powers doctrine a logical nullity.

The opinion below further defies this Court’s holding in *Fletcher v. Peck*, which recognized that the reserved powers doctrine does not permit a state to revoke rights which have already vested. *Fletcher*, 10 U.S. at 135; *see also Winstar*, 518 U.S. at 873 (discussing *Fletcher*). There, this Court held that the Contract Clause barred the State of Georgia’s effort to rescind land grants made by a prior state legislature. *Fletcher*, 10 U.S. at 135. The Georgia Legislature’s intrusion on “vested rights” exceeded the legislative power, a recognition that the Contract Clause limited Georgia’s legislative sovereignty. *Fletcher v. Peck*, 10 U.S. at 135–36; *see also Winstar*, 518 U.S. at 873–74.

The contractual and statutory rights concerning the College’s name and Board seat have long since

been bought and paid for and have therefore vested according to the terms of the 1878 Act. App. 73a (§ 7). Because “[t]he past cannot be recalled by the most absolute power,” the State cannot now repudiate its promises merely by eliminating the law that created them. *Fletcher*, 10 U.S. at 135 (“that they originally vested is a fact, and cannot cease to be a fact”). The reserved powers doctrine does not, in either purpose or effect, permit the State to retroactively divest these rights, and the State may not rely upon the reserved powers doctrine to avoid its longstanding obligations.

This Court’s earlier decisions in *Newton v. Commissioners*, 100 U.S. 548 (1879) and *East Hartford v. Hartford Bridge Co.*, 51 U.S. 511 (1851), cited by the court below, do not alter this result. In *Newton*, this Court held that the State of Ohio could not be bound by an alleged contract with the citizens of Canfield regarding the permanent location of a county’s seat of governance. *Newton*, 100 U.S. at 559. In *East Hartford*, this Court held similarly that the State of Connecticut could not be bound by an alleged contract with a town concerning the perpetual operation of a ferry. *East Hartford*, 51 U.S. at 521. Neither case dealt with the name of a public college or the reservation of one of its board seats, and in both cases the alleged contractual obligations arose from *public* contracts between a state and a local citizenry. *Newton*, 100 U.S. at 552; *East Hartford*, 51 U.S. at 533–35. As this Court noted expressly in *East Hartford*, the outcome “may be otherwise” where the contract is—as is the case here—between a state and “private bodies, or individuals, or of private property granted or acquired.” *East Hartford*, 51 U.S. at 533–35. Accordingly, neither case lends support to the California

Court of Appeal’s decision to expand the application of the reserved powers doctrine beyond the limits established by this Court or to the novel context of a public college’s name or composition of its board.

The related “unmistakability doctrine,” relied upon by the trial court when sustaining Respondents’ demurrers, fails for the same and related reasons. App. 31a. That doctrine does not apply because AB 1936’s alterations to the College do not constitute an exercise of the State’s sovereign powers. Rather, they amount to a “bald repudiation” of contractual obligations prompted by the State’s “desire to correct what it perceives to be an overly generous deal.” *Cuyahoga Metro. Hous. Auth. v. United States*, 57 Fed. Cl. 751, 769, 776 (2003) (internal quotes omitted); *see also Kimberly Assoc. v. United States*, 261 F.3d 864, 869 (9th Cir. 2001) (holding that legislation targeting preexisting contractual rights does not trigger application of the unmistakability doctrine); *General Dynamics Corp. v. United States*, 47 Fed. Cl. 514, 542 (2000) (recognizing that a “sovereign power” means a power exercised for “public and general” purposes); *Grass Valley Terrace v. United States*, 51 Fed. Cl. 436, 441 (2002) (holding that the unmistakability doctrine did not apply because the challenged legislation was designed to avoid a particular contractual obligation).

Even if the unmistakability doctrine applied, the 1878 Act satisfies its conditions. *See Winstar*, 518 U.S. at 887 (describing the doctrine as requiring a “second promise” that the state will not use its sovereign powers to legislatively defeat the underlying agreement); *id.* at 920 (Scalia, J., concurring). The 1878 Act does not merely set forth the terms of the underlying

agreement—i.e., the College’s name and establishment of the hereditary seat on its Board in exchange for S.C. Hastings’ payment of \$100,000. App. 73a. It also commits that those conditions will “forever” and “always” remain in place. App. 72a (§ 1). Accordingly, this Court need not imply terms into the 1878 Act, or guess at their meaning, to find an unmistakable promise; it must only give effect to the plain meaning of the terms expressly given. *See Winstar* 518 U.S. at 878 (stating that “unstated” or “ambiguous” terms do not satisfy the doctrine).

Although none of the courts below reached the underlying Contract Clause analysis, the outcome is clear. AB 1936, by wholly eliminating the 1878 Act’s promises regarding the College’s name and Board seat, and by actually changing its name and governance structure, operates as a substantial impairment of the State’s own contractual obligations. *Allied Structural Steel Co. v. Spannaus*, 438 U.S. 234, 247 (1978) (finding “severe” impairment where “the statute in question . . . nullifies express terms” of the agreement). It defeats the reasonable expectations of the parties, thwarts the performance of essential terms, and deprives S.C. Hastings and his heirs and representatives of important rights.

AB 1936 is also not reasonable or necessary to advance a legitimate and important public interest. *U.S. Trust Co. of N.Y.*, 431 U.S. at 22, 25 (noting that “complete deference to a legislative assessment of reasonableness and necessity is not appropriate because the State’s self-interest is at stake”). At a minimum, AB 1936 could have been drafted more moderately, without altering the College’s name or governance structure, while still achieving its restorative justice aims.

App. 65a (e.g., § 2(b)(1), directs formation of a non-profit organization; § 2(b)(2) organizes pro bono legal assistance, etc.). Accordingly, this Court should grant review and hold that the 1878 Act gives rise to contractual obligations which are protected by the Contract Clause.

B. Petitioners may seek monetary damages.

Petitioners’ alternative breach of contract claim for monetary damages survives application of both the reserved powers and unmistakability doctrines. In addition to the reasons discussed above, “a requirement to pay money supposes no surrender of sovereign power by a sovereign with the power to contract.” *Winstar*, 518 U.S. at 881 (plurality opinion). An award of money damages—particularly restitution of S.C. Hastings’ \$100,000—does not implicate the State’s essential attributes of sovereignty or its sovereign powers generally. *Id.* at 882 (plurality opinion) (recognizing that damages would not even deprive the Government of “money it would otherwise be entitled to receive”). The lower courts, however, disregarded this principle entirely and dismissed Petitioners’ separate claim for damages.

Prior to seeking review in the California Supreme Court, Petitioners alerted the California Court of Appeal of the continued availability of monetary damages via a petition for rehearing. The court denied that petition, summarily stating that Petitioners’ argument had been “deemed waived.” App. 57a.

This finding of waiver does not constitute an adequate and independent state ground precluding this Court’s review of that issue. A state procedural rule bars federal review only if it is “firmly established and

regularly followed.” *See Cruz v. Arizona*, 598 U.S. 17, 26 (2023). The California Court of Appeal’s waiver ruling meets neither criterion. Indeed, its published decision below departs from well-settled precedent directing California courts to search for a “reasonable possibility” that pleading defects may be cured by amendment, even where an appellant does not specifically assert an abuse of discretion. *See Aubry v. Tri-City Hosp. Dist.*, 2 Cal. 4th at 971; App. 102a (Petitioners’ opening brief cited the “reasonable possibility” and “leave to amend” standards). And California courts retain broad discretion even to consider arguments not raised in an opening brief. *Barriga v. 99 Cents Only Stores LLC*, 51 Cal. App. 5th 299, 321 (2020). Because the court’s ruling applies State procedural law in a manner that operates to the particular disadvantage of Petitioners’ federal law claims, it poses no obstacle to this Court’s review. *See Walker v. Martin*, 562 U.S. 307, 320 (2011) (citing *Brown v. Western R. Co. of Ala.*, 338 U.S. 294, 298–99 (1949) and *Davis v. Wechsler*, 263 U.S. 22, 24–25 (1923)).

Even if the California Court of Appeal applied a sound procedural rule, Petitioners’ efforts to comply were sufficient to serve the State’s procedural interests, and the exceptional circumstances of this case warrant this Court’s intervention. *Lee v. Kemna*, 534 U.S. 362, 376 (2002). The issue regarding monetary damages arose from the California Court of Appeal’s own decision; the trial court did not address the reserved powers doctrine at all, let alone with respect to damages, and Respondents’ answering briefs in the appellate court made no mention of that doctrine’s specific application to Petitioners’ separate damages claim. *See People v. Williams*, 20 Cal. 4th 119, 129

(1999) (a party is not required to anticipate specific justifications not yet asserted). Moreover, Petitioners sufficiently preserved the issue by pleading the damages cause of action separately, noting in their principal brief that the trial court overlooked the survivability of the damages claim, App. 99a, and pressing the issue at oral argument, *supra* n.9.

Because Petitioners' efforts to comply with State procedural rules were sufficient to serve the State's interests, the California Court of Appeal's waiver ruling is arbitrary, discriminatory, and unfairly undermines rights secured by the U.S. Constitution. This Court should grant the petition to ensure that the State adheres fully to the requirements of the Contract Clause.

C. The below court's attainder analysis ignores historical conceptions of punishment.

A bill of attainder is a legislative device that imposes punishment on specified individuals without the protection of a judicial trial. *Selective Serv. Sys. v. Minn. Pub. Interest Res. Grp.*, 468 U.S. 841, 847 (1984); *Calder v. Bull*, 3 U.S. 386, 389 (1798). In determining whether AB 1936 inflicts legislative punishment, the California Court of Appeal failed to account for a critical historical reality: attainders have often targeted the deceased. This oversight fundamentally distorted the court's analysis, ultimately allowing the State Legislature to circumvent constitutional protections by usurping the judicial function of adjudicating guilt.

This Court employs a three-part inquiry to determine whether legislation imposes punishment:

(1) whether the challenged statute falls within the historical meaning of legislative punishment (the “historical test”); (2) whether the statute, “viewed in terms of the type and severity of burdens imposed, reasonably . . . further[s] nonpunitive legislative purposes” (the “functional test”); and (3) whether the legislative record “evinces a congressional intent to punish” (the “motivational test”). *Sel. Serv. Sys.*, 468 U.S. at 852 (quoting *Nixon v. Adm’r of Gen. Servs.*, 433 U.S. 425, 473, 475–76, 478 (1977)).

Under the historical test, the lower court misinterpreted this Court’s holding in *Nixon v. Administrator of General Services*. App. 17a. *Nixon* recognized that this Nation’s experience with bills of attainder has historically expanded the list of impermissible legislative punishments to include enactments barring participation in specified employment or vocations. *Nixon*, 433 U.S. at 474. The California Court of Appeal erroneously interpreted this observation as a limitation on the historical evidence courts may consider. *See* App. 17a. *Nixon* imposes no such limitation.

As such, the court below erred by disregarding the historical reality that bills of attainder have long targeted the deceased, often for the purpose of seizing property interests from, or quieting disputes raised by, the targeted person’s heirs. *Compare* Matthew Steilen, *Bills of Attainder*, 53 Hous. L. Rev. 767, 783 (2016) *with* App. 16a, 19a (holding that AB 1936 is not a bill of attainder, in part, because S.C. Hastings “died generations ago” and purportedly “cannot be subjected to punishment”). Indeed, the English Parliament long possessed the right to attain a man “after his death.” Edward Coke, *The Fourth Part of the Institutes of Laws of England* 36 (1644). The status of

the target as deceased was often relied upon to justify the attainder precisely because no judicial trial could be conducted. *See Steilen*, 53 Hous. L. Rev at 806 (after the Gunpowder Plot of 1605, Speaker Sir Edward Phelps proposed that “those that be dead, are to be attainted by the House” while “the rest” should have their attainders confirmed by common law courts). This practice persisted even in the early history of this Nation, prior to the adoption of the U.S. Constitution. *Id.* at 826 (Pennsylvania attainted nearly 500 loyalists, including individuals who were already deceased).

The decision below further ignored this Court’s precedent confirming that punitive confiscation of property includes intangible interests, such as the deprivation of civil or political rights previously enjoyed—including those that may be enshrined by state statute. *See, e.g., Cummings v. Missouri*, 71 U.S. 277, 320 (1866); *see also United States v. Brown*, 381 U.S. 437, 447 (1965) (recognizing that legislative punishment can exist “of any form or severity”); *Nixon*, 433 U.S. at 484 (Stevens, J., concurring) (recognizing that legislation depriving a single person of social security benefits would surely constitute punishment).

AB 1936 punitively confiscates at least the following interests from S.C. Hastings and his descendants: (i) vested statutory—if not also contractual—naming rights to the College and the reserved Board seat; (ii) at least \$100,000, which under State law, Cal. Educ. Code § 92212, ought to be returned to S.C. Hastings’ family now that the College, as contemplated by the 1878 Act, no longer exists; and (iii) their good standing and reputation in the community by falsely impugning S.C. Hastings with claims of perpetrating

acts of genocide—a false narrative which AB 1936 ensures will be relived annually at every College convocation and commencement ceremony, App. 70a.

Under the functional test, the California Court of Appeal also grafted an extralegal “historical public figure” exception onto this Court’s analysis. *See Joint Anti-Fascist Refugee Comm. v. McGrath*, 341 U.S. 123, 144 (1951) (Black, J., concurring) (recognizing that fact finding by a legislature or investigation by an executive office do not supplant the need for a trial in the judiciary). This exception evidently allows a court to insulate legislation from judicial scrutiny by permitting the court to ignore—or even reply upon—legislative adjudications of guilt that are unsupported by evidence. *Compare Nixon*, 433 U.S. at 475–76 with App. 18a–19a (ignoring admittedly “highly critical” Legislative findings about S.C. Hastings when evaluating AB 1936 because those findings relate to a “historical public figure” who “is not and cannot be subjected to punishment by it”). Indeed, the court below uncritically accepted AB 1936’s finding that S.C. Hastings bore “significant responsibility” for the harms inflicted on the Yuki people, despite Petitioners contesting such accusations as lacking substantial evidence. App. 18a. The lower court’s reliance on the State Legislature’s own uninvestigated declarations of guilt to justify its legislative conviction is logically circular and palpably arbitrary.

The court below’s “historical public figure” exception appears even to permit courts to ignore evidence directly challenging the statute’s purported non-punitive aims or effects. *See* App. 18a. Although the lower court accepted that the statute was “enacted to address the injustice inflicted on the Yuki people . . .” it

ignored Petitioners’ evidence that the College’s re-naming actually undermines those restorative justice efforts. *See* 2CT340 (the College’s dean concluded that changing the College’s name may “undermine our ability to learn” from the past); 5CT1294–95, 1396 (acknowledging criticism of the new name on grounds that it evoke the San Francisco mission and its legacy of atrocities against California’s Indigenous Peoples); 9CT2493. The lower court further failed to consider less burdensome alternatives to achieve the State’s objectives, a critical requirement under the functional test. *See* App. 17a–19a; *Nixon*, 433 U.S. at 482 (considering whether less burdensome alternatives by which to accomplish the legitimate nonpunitive objectives existed).

Lastly, under the motivational test, the lower court boldly created a bright-line rule that “a legislative finding of historical wrongdoing” as part of “an effort to promote restorative justice” cannot equate to punishment. App. 20a. This blanket rule completely ignores this Court’s precedent, which requires examining the legislative record to ascertain the motivation, if not accuracy, behind legislative findings and enactments. *See United States v. Lovett*, 328 U.S. 303, 308–13 (1950) (examining legislative reports behind legislative findings that certain individuals were subversive to determine that a statute prohibiting pay to those legislatively declared insurgents constituted a bill of attainder).

Here, legislative history materials show that legislators desired, for example, to coerce “[a]n apology from . . . the S.C. Hastings family, and all of those associated with the genocide of the Yuki people.” App. 91a. Judicially noticeable facts, ignored by the opinion

below, further reveal that legislators believed there was “no reasonable doubt” that S.C. Hastings’ purportedly engaged in genocidal activities despite declining to re-commission an independent inquiry into the underlying events. App. 80a–81a. Indeed, AB 1936 itself proclaims that the Hastings name must be removed from the College “to end this injustice and begin the healing process for the crimes of the past.” App. 65a.

Regarding the elimination of the reserved Board seat, the California Court of Appeal again departed from this Court’s decision in *Nixon v. Administrator of General Services*, 433 U.S. at 476. There, this Court held that where “legislative purposes do not appear, it is reasonable to conclude that punishment of individuals disadvantaged by the enactment was the purpose of the decisionmakers.” *Id.* AB 1936 is entirely silent as to its justification for removing the hereditary Board seat. This silence, coupled with the fact that the College’s Board never requested its elimination, and the legislative history, strongly supports an inference that the State Legislature sought to inflict punishment. The lower court’s blatant refusal to apply faithfully this Court’s precedent warrants review.¹⁰

¹⁰ The remaining bill of attainder elements—specification and lack of a judicial trial—were not addressed by the court below but are amply satisfied. See *United States v. Lovett*, 328 U.S. at 315; *Sel. Serv. Sys. v. Minn. Pub. Interest Res. Grp.*, 468 U.S. at 846–47. AB 1936 identifies S.C. Hastings by name no less than nine times, App. 60a, and identifies sufficiently his “heirs or legal representatives” by eliminating the benefits to which they were otherwise entitled. Furthermore, AB 1936 does not afford S.C. Hastings or Petitioners any trial.

II. The Questions Presented Are Exceptionally Important.

The decision below confers upon the State Legislature unprecedented authority to unilaterally nullify binding contracts, while simultaneously upholding an impermissible legislative bypass of the judiciary to adjudicate historical guilt.

A. The State's power to contract.

The California Court of Appeal's opinion applies the reserved powers doctrine problematically in at least two respects. First, the court held that the State's authority to name a public college or define eligibility for its board seats are "essential attributes" of state sovereignty, effectively placing these actions beyond the reach of the Contract Clause and the State's power to contract. App. 7a–12a. Second, the court held that the reserved powers doctrine prevents Petitioners from seeking even modest monetary damages, including the recovery of S.C. Hastings' \$100,000. App. 27a. These holdings present an exceptionally important question: whether a state may invoke the reserved powers doctrine to unilaterally invalidate its own contractual obligations and extinguish vested interests, thereby insulating the State from any accountability for its breaches. The court's aggressive expansion of the doctrine warrants this Court's review.

Governments at all levels routinely solicit private contributions for public projects, ranging from the operation of public universities and county hospitals to

the maintenance of municipal parks.¹¹ Donors often condition these contributions on specific uses or the receipt of naming rights and other benefits. Courts have frequently recognized the validity of these commercial arrangements. *See, e.g., Landis v. Wash. State Major League Baseball Stadium Pub. Facilities Dist.*, 403 F. Supp. 3d 907, 917 n.1 (W.D. Wash. 2019) (involving a public entity which leased stadium naming rights to the Mariners, which in turn leased those rights to a telecommunications company); *Pilot Air Freight Corp. v. City of Buffalo*, No. CIV-91-308E, 1991 WL 275051, at *1 (W.D.N.Y. Dec. 16, 1991) (involving a city contracting with a private corporation over the naming rights to a stadium).

The decision below transforms the reserved powers doctrine into a double-edged sword that not only enables the State to selectively invalidate its own agreements but also undermines the State’s ability to contract in the future. By permitting the State to retain funds induced by promises it now repudiates, the court has effectively nullified the rights secured by the Contract Clause and the “[g]overnment’s own long-run interest as a reliable contracting partner.” *Winstar*, 518 U.S. at 883–85; *see also Fletcher v. Peck*,

¹¹ *E.g.*, S.F. Res. No. 57-15 (Mar. 10, 2015), <https://sfgov.org/legistar.com/View.ashx?M=F&ID=3658252&GUID=5E59B4DC-636F-4EE9-BA32-6066095A6BDD> (last visited April 23, 2026) (approving a 50-year naming-rights agreement for San Francisco General Hospital in exchange for a donation); San Francisco Parks Alliance, Commemorative Bench Program, <https://sanfranciscoparksalliance.org/wp-content/uploads/2022/05/Bench-Program-Description-rev11.16.21.pdf> (last visited April 23, 2026) (describing a program for donation of municipal park benches).

10 U.S. at 138; *Allied Structural Steel Co. v. Spannaus*, 438 U.S. 234, 242 (1978) (the Contract Clause “must be understood to impose *some* limits upon the power of a State to abridge existing contractual relationships, even in the exercise of its otherwise legitimate police power”); *Home Bldg. & Loan Ass’n v. Blaisdell*, 290 U.S. 398, 439 (1934) (recognizing that the reservation of powers should not destroy the limitations of the Contract Clause).

The stakes are high. Public-private partnerships are vital to California’s governance, facilitating billions in funding for services ranging from affordable housing to early childhood education.¹² The court below’s decision threatens this entire ecosystem, and necessitates this Court’s review.

B. The Bill of Attainder Clause and separation of powers.

This case presents an exceptionally important question: whether the Bill of Attainder Clause allows a legislature to bypass constitutional constraints by adjudicating the guilt of the deceased while stripping their surviving family members of vested statutory, contractual, and reputational interests.

The Constitution’s Bill of Attainder Clause prohibits states from enacting attainders and functions as a vital “bulwark against tyranny,” reflecting the Framers’ wisdom that states must never conduct a “trial by legislature.” *United States v. Brown*, 381 U.S.

¹² See Kathleen Kelly Janus, *Effective Government Demands Partnership*, Stan. Soc. Innovation Rev. (Summer 2024), <https://lhc.ca.gov/wp-content/uploads/2.-Janus-How-Public-Private-Partnerships-Unlock-Innovation-at-Scale.pdf> (last visited April 23, 2026).

442–43. It serves as a strict enforcement of separation of powers, *id.*, and comprises a “bill of rights for the people of each state” designed to shield citizens from “those sudden and strong passions to which men are exposed.” *Fletcher*, 10 U.S. at 138.

The separation of judicial and legislative powers is “essential to the preservation of liberty.” *Mistretta v. United States*, 488 U.S. 361, 380 (1989); *see also INS v. Chadha*, 462 U.S. 919, 962 (1983) (noting the Framers’ concern that “trial by a legislature lacks the safeguards necessary to prevent the abuse of power”). Legislatures possess “unmatched powers” to “sweep away settled expectations suddenly and without individualized consideration” and their “responsivity to political pressures” risks “retribution against unpopular groups or individuals.” *Landgraf v. USI Film Prods.*, 511 U.S. 244, 266 (1994); *see also* The Federalist No. 47, at 326 (James Madison) (J. Cooke ed. 1961) (arguing that combining judicial with legislative powers exposes people to arbitrary control).

It has long been the role of this Court to define and limit the activities of the branches of government to their respective spheres, thereby ensuring that the constitutional guarantees of liberty are given meaningful effect. *See, e.g., Marbury v. Madison*, 5 U.S. 137 (1803); *Nixon v. Adm’r of Gen. Servs.*, 433 U.S. at 484 (Stevens, J., concurring) (recognizing that bills of attainder are often enacted against perceived former enemies by persons having newly acquired political power); The Federalist No. 78, at 524 (Alexander Hamilton) (J. Cooke ed. 1961) (“[l]imitations . . . can be preserved in practice no other way than through the medium of the courts of justice”).

This Court last addressed the merits of a bill of

attainder claim over forty years ago. *Selective Serv. Sys. v. Minn. Pub. Int. Rsch. Grp.*, 468 U.S. at 847–56 (holding that a statute denying federal financial aid to male students failing to register for the draft did not constitute a bill of attainder). This case presents a rare opportunity to clarify this vital doctrine in a novel but consequential context: where a legislature imposes an attainder primarily directed to a deceased individual, simultaneously extinguishing the vested rights of the decedent’s living descendants. Left unreviewed, the decision below invites legislatures to evade constitutional limits by targeting the dead while inflicting real and substantial harms on the living. This question is exceptionally important and warrants this Court’s review.

CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted.

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