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ROB BONTA
Attorney General

OPINION	:	
	:	No. 26-902
of	:	
	:	November 6, 2026
ROB BONTA Attorney General	:	
AVI M. KUPFER Supervising Deputy Attorney General	:	

DIAHNA GARCIA-RUIZ has applied for leave to sue HELEN DIAZ MOLINA and TONY SANDOVAL in quo warranto. Diaz Molina and Sandoval are simultaneously serving as utility district directors and school district trustees in Heber, a community in Imperial County. Garcia-Ruiz asserts that they are thereby holding incompatible public offices, in violation of Government Code section 1099.

Whether Diaz Molina and Sandoval are holding incompatible offices presents a substantial legal issue. And allowing the proposed action to proceed will serve the public interest. The application for leave to sue is therefore GRANTED.

BACKGROUND

Heber is an unincorporated area in Imperial County that is serviced by several districts. The Heber Public Utility District is responsible for drinking-water supply, sewage treatment, and garbage collection for 7,300 residents.[1] The Heber Elementary

[1] The Holt Grp., Heber Public Utility District Service Area Plan Update, § 2.2 (Jan. 2026), https://www.heber.ca.gov/sites/default/files/agendas/BOD05-21-26_Item-8A.pdf (Service Area Plan Update) (submitted for approval to Imperial County Local Agency Formation Commission, Bd. of Dirs., Heber Pub. Util. Dist., Minutes (May 21, 2026), (continued…)

School District oversees two schools with 1,100 students between them.[2] The Utility District and the Elementary School District are governed by respective five-member boards.

Sandoval and Diaz Molina (Proposed Defendants) currently serve four-year terms on both boards.[3] Sandoval was elected to the positions in 2022, and Diaz Molina was elected in 2024.[4] The parties dispute whether the Proposed Defendants acceded to their positions on the Utility District board or the Elementary School District board first.

Garcia-Ruiz contends that these positions are incompatible under Government Code section 1099. Section 1099(b) provides that a public officer who simultaneously holds two incompatible public offices forfeits the first office held upon assuming the second. This forfeiture is enforceable through a quo warranto action. Based on the alleged incompatibility of the offices here, Garcia-Ruiz seeks permission to file a quo warranto suit to remove the Proposed Defendants from whichever office they each assumed first. The Proposed Defendants oppose the request.

ANALYSIS

Quo warranto is used to challenge an incumbent's right or eligibility to hold public office. It is codified in Code of Civil Procedure section 803, which authorizes the Attorney General to bring an action "upon his own information, or upon a complaint of a private party, against any person who usurps, intrudes into, or unlawfully holds or exercises any public office."

To pursue a quo warranto action, a private party must obtain the consent of the Attorney General.[5] In determining whether to grant consent, we do not resolve the merits of the controversy. Rather, we consider whether (1) quo warranto is available to address the alleged violation; (2) the applicant has raised a substantial issue of law or fact that

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https://perma.cc/9GP9-QQSZ); Heber Pub. Util. Dist., Heber Public Utility District Strategic Plan, p. 4 (Mar. 2020), https://perma.cc/67F5-DCG7.

[2] Heber Elementary Sch. Dist., LCFF Budget Overview for Parents, p. 4, https://perma.cc/8FGD-DNZJ (as of Oct. 21, 2026).

[3] See generally Pub. Util. Code, § 16001; Educ. Code, §§ 5017, 35012, subd. (a).

[4] Imperial County, Election Summary Report, pp. 11, 16 (Nov. 30, 2022), https://perma.cc/M5KU-UGHE; Imperial County, Election Summary Report, pp. 6, 11 (Dec. 3, 2024), https://perma.cc/XN9V-MJR3.

[5] Code Civ. Proc., § 803; see *Daly v. San Bernardino Cnty. Bd. of Supervisors* (2021) 11 Cal.5th 1030, 1051.

warrants judicial resolution; and (3) authorizing the action will serve the public interest.[6] Here, the answer to all three questions with respect to both officeholders is "yes." We therefore grant leave to sue.

1. Quo Warranto Is Available to Address the Alleged Violation

Under Government Code section 1099(a), it is illegal to simultaneously hold "two public offices that are incompatible." Public offices include seats on government boards such as school districts and utility districts.[7] When two offices are incompatible, the officer is "deemed to have forfeited the first office upon acceding to the second."[8]

Garcia-Ruiz alleges that the Proposed Defendants unlawfully hold incompatible board positions for the Heber Elementary School District and Heber Public Utility District in violation of section 1099(a). Section 1099(b) provides that the statute is judicially enforceable through a quo warranto action under Code of Civil Procedure section 803. Accordingly, quo warranto is available to address the alleged violation here.[9]

2. The Compatibility of Board Positions on a School District and a Utility District with Overlapping Jurisdictions is a Substantial Legal Issue

Section 1099(a) sets out the circumstances in which public offices are legally incompatible. The rule is based on "considerations of public policy which demand that a public officer discharge his or her duties with undivided loyalty."[10]

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[6] *People ex rel. Int'l Assn. of Firefighters v. City of Palo Alto* (2024) 102 Cal.App.5th 602, 619; 72 Ops.Cal.Atty.Gen. 15, 20 (1989).

[7] See Gov. Code, § 1099, subd. (a); 109 Ops.Cal.Atty.Gen. 106, 108 (2026) (school district board); 64 Ops.Cal.Atty.Gen. 137, 137-138 (1981) (utility district board).

[8] Gov. Code, § 1099, subd. (b).

[9] Sandoval argues that the proposed complaint does not allege the order in which he assumed his offices and that this precludes quo warranto, which may be used to enforce forfeiture of only "the *first* [incompatible] office upon acceding to the second." (Gov. Code, § 1099, subd. (b), italics added.) In response, Garcia-Ruiz submitted dated copies of Sandoval's oaths of office. Regardless, Sandoval's argument confuses the elements of a quo warranto claim under section 803 with the proper remedy if that claim is sustained. And any disagreement on the accession order would present a material dispute of fact for judicial resolution, which further supports granting leave to sue.

[10] 109 Ops.Cal.Atty.Gen., *supra*, at p. 108.

Relevant here, incompatibility exists if "there is a possibility of a significant clash of duties or loyalties between the offices."[11] Two positions thus may be incompatible even if an actual conflict has not arisen.[12] For this reason, a conflicted officeholder may not escape scrutiny by declining to "perform one of the incompatible roles."[13] Further, the potential conflict need not implicate "all or . . . the greater part of the official functions."[14] Even "one potential significant clash" renders two offices incompatible.[15]

Applying these principles, a court and Attorney General opinions have concluded that agency board seats are incompatible where one agency supplies water to the other. For example, the Court of Appeal held in *People ex rel. Lacey v. Robles* that a city mayor and councilmember who simultaneously served as a water district director held incompatible offices.[16] As a mayor and councilmember, the official had an "electoral incentive—if not an office-holding duty—to minimize" water rates his constituents and the city paid, while as a water district director, he was responsible for setting high enough rates to "ensur[e] the adequacy of the groundwater supply."[17] Given this "obvious" potential conflict, the court held the offices incompatible.[18]

A prior Attorney General opinion reached the same conclusion where the water purchaser was a school district. The opinion explained that a significant conflict could arise between the official's duty to the school district to minimize its water rates and the official's duty to the water district to set rates, implement usage restrictions, and impose conditions on sanitation services.[19] For similar reasons, our quo warranto opinions have repeatedly concluded that the compatibility of board positions on a water or utility district

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[11] Gov. Code, § 1099, subd. (a)(2).

[12] 107 Ops.Cal.Atty.Gen. 71, 75-76 & fn. 32 (2024) (collecting Attorney General opinions).

[13] 67 Ops.Cal.Atty.Gen. 409, 414 (1984), quoting 3 McQuillin, Municipal Corporations (rev. ed. 1973) § 12.67, pp. 295-296.

[14] *People ex rel. Chapman v. Rapsey* (1940) 16 Cal.2d 636, 642, quoting *State v. Jones* (Wis. 1907) 110 N.W. 431, 432.

[15] 85 Ops.Cal.Atty.Gen. 199, 200 (2002).

[16] *People ex rel. Lacey v. Robles* (2020) 44 Cal.App.5th 804, 810-812, 814-815.

[17] *Id.* at p. 821.

[18] *Ibid.*

[19] 85 Ops.Cal.Atty.Gen. 60, 62 (2002); see also, e.g., 85 Ops.Cal.Atty.Gen., *supra*, at p. 199 (city councilmember and water district director incompatible); 64 Ops.Cal.Atty.Gen. 288 (1981) (county planning commissioner and water district director); 64 Ops.Cal.Atty.Gen., *supra*, at p. 137 (utility district director and county supervisor).

and a school district with overlapping jurisdictions raised a substantial issue for court resolution.[20] So too in quo warranto opinions involving public officials for other government entities serviced by water districts.[21]

There is no reason to depart from that result here. The Heber Public Utility District sells drinking water to Heber consumers and conducts related functions including testing water quality and planning for water shortages. It also provides services such as garbage collection and wastewater treatment. The Utility District's operative service plan includes the Heber Elementary School District in its service area and specifies that the School District is "within the [Utility] District Limits."[22] And the Proposed Defendants do not dispute Garcia-Ruiz's assertion that the Utility District in fact services the Heber Elementary School District. Thus, as alleged, the Proposed Defendants may participate in setting water rates for the School District, taking enforcement actions if it has unpaid charges, and restricting its service during shortages.[23]

As in the cases above, a conflict could arise between the officials' obligations to ensure adequate revenue for the Utility District and to minimize costs for the School District. A conflict could also arise if the Utility District and the School District negotiate contracts or act in areas of overlapping authority.[24] These significant potential conflicts raise a substantial issue regarding the compatibility of the offices.

3. A Quo Warranto Suit Will Serve the Public Interest

Absent countervailing considerations, we generally view the presence of a substantial question warranting judicial resolution as a sufficient public purpose for granting leave to sue.[25] There are no countervailing considerations here.

Diaz Molina contends that authorizing a lawsuit is not in the public interest because Garcia-Ruiz's motives are political. But any person may seek leave to file a quo

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[20] See 108 Ops.Cal.Atty.Gen. 120 (2025); 102 Ops.Cal.Atty.Gen. 31 (2019); 87 Ops.Cal.Atty.Gen. 153 (2004); 73 Ops.Cal.Atty.Gen. 268 (1990).

[21] See 106 Ops.Cal.Atty.Gen. 10 (2023) (city councilmember); 98 Ops.Cal.Atty.Gen. 94 (2015) (mayor and city councilmember); 82 Ops.Cal.Atty.Gen. 68 (1999) (city planning commissioner); 75 Ops.Cal.Atty.Gen. 10 (1992) (city councilmember).

[22] See The Holt Grp., Heber Public Utility District 2017 Service Area Plan, §§ 2.2, 4.1.2 (Jan. 2018), https://perma.cc/EM37-V22S (adopted by Heber Pub. Util. Dist. Res. No. 2018-03 (Apr. 19, 2018)); see also Service Area Plan Update, *supra*, §§ 2.2, 4.1.2.

[23] See 108 Ops.Cal.Atty.Gen., *supra*, at p. 128; 102 Ops.Cal.Atty.Gen., *supra*, at p. 36; 85 Ops.Cal.Atty.Gen., *supra*, at p. 62.

[24] See 108 Ops.Cal.Atty.Gen., *supra*, at p. 127.

[25] *Id.* at p. 129.

warranto suit.[26] And we typically "do not attempt to assess the motivation of individual relators" in evaluating whether an application has satisfied the quo warranto criteria.[27] Regardless of the purpose for the application here, we are concerned with ensuring that all public officials have undivided loyalties when performing their duties.

For his part, Sandoval argues that the public interest does not support a suit against him because any conflict will end by mid-December 2026, when his term on the Heber Public Utility District board concludes. Although some prior Attorney General opinions have cited the brevity of a remaining term in denying leave to sue, we have recently granted several quo warranto applications where the remaining terms were relatively short.[28] As in those opinions, "the weight of authority" here "support[s] the . . . incompatible-offices claim."[29] A court could order temporary equitable relief with immediate effect before Sandoval's term expires.[30] And even after he leaves office, a court may determine that judicial review is warranted to resolve "important public issues" regarding the duties of public officials in Heber.[31]

For these reasons, the application for leave to sue in quo warranto is GRANTED.

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[26] Cal. Code Regs., tit. 11, § 1.

[27] 109 Ops.Cal.Atty.Gen., *supra*, at p. 113.

[28] 109 Ops.Cal.Atty.Gen. ___, *10 (2026) (Opn. No. 26-901); 109 Ops.Cal.Atty.Gen. 127 (2026).

[29] 109 Ops.Cal.Atty.Gen., *supra*, at p. *10.

[30] *Ibid.*

[31] *People ex rel. Alameda Cnty. Taxpayers' Assn., Inc. v. Brown* (2025) 114 Cal.App.5th 919, 932; see *People ex rel. Schlesinger v. Sachs* (2023) 97 Cal.App.5th 800, 811, fn. 4.