

PUBLICATION UPDATE

Route to:

California Forms of Pleading and Practice Annotated

Publication 181 Release 256

March 2025

HIGHLIGHTS

- **2025 Legislation, Rules of Court, Regulations, Judicial Council Forms, and Latest Cases.** This release updates various chapters throughout the publication with the changes to California legislation, Rules of Court, Judicial Council Forms and regulations effective in 2025. This release also updates various chapters with the latest state and federal case law opinions.

Important new developments are added in other areas of law, including:

- Alternative Dispute Resolution
- Appeals
- Automobiles

- Civil Procedure
- Civil Rights
- Contracts and Commercial Law
- Corporations and Business Entities
- Costs and Attorney's Fees
- Discovery
- Judgments, Enforcement, and Relief
- Insurance
- Public Administrative Law
- Torts

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Release 256 of California Forms of Pleading and Practice Annotated updates the publication in many areas noted in more detail below.

ALTERNATIVE DISPUTE RESOLUTION

Discovery Sanctions. *Masimo Corp. v. The Vanderpool Law Firm, Inc.* (2024) 101 Cal. App. 5th 902, 320 Cal. Rptr. 3d 704, affirmed sanctions on party for discovery abuse in responding to request for discovery by refusing to comply on the basis of an arbitration agreement, rather than by seeking arbitration itself. See Ch. 30, *Using Alternative Dispute Resolution*, § 30.15[1].

Settlement. *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 85 Cal. Rptr. 3d 20, holds that the trial court erred in finding the terms of a settlement to be fair, reasonable, and adequate. See Ch. 31, *Mediation*, § 31.31[4].

Discovery Sanctions. *In re Marriage of Moore* (2024) 102 Cal. App. 5th 1275, 322 Cal. Rptr. 3d 249, ruled that expenses incurred during a voluntary mediation of a discovery dispute that occurs after a motion to compel discovery has been filed are

not reasonably construed as part of the costs of bringing that motion. See Ch. 31, *Mediation*, § 31.31[6].

Contractual Arbitration—

Implied Contract. *Mar v. Perkins* (2024) 102 Cal. App. 5th 201, 321 Cal. Rptr. 3d 268, concluded that the evidence did not establish an implied contract to arbitrate. See Ch. 32, *Contractual Arbitration: Agreements and Compelling Arbitration*, § 32.20[3][b][i].

Contractual Arbitration—

Electronic Signature. *Ramirez v. Golden Queen Mining Co., LLC* (2024) 102 Cal. App. 5th 821, 322 Cal. Rptr. 3d 30, follows the rule that merely not remembering writing a handwritten signature on an agreement is insufficient to create a question of fact concerning the authenticity of the signature. See Ch. 32, *Contractual Arbitration: Agreements and Compelling Arbitration*, § 32.20[6][c].

Contractual Arbitration—

Electronic Signature. *Garcia v. Stoneledge Furniture LLC* (2024) 102 Cal. App. 5th 41, 321 Cal. Rptr. 3d 181, applies the rule that testimony under oath or declaration under penalty of perjury that the party never signed the agreement creates a question of fact concerning the authenticity of the signature. See Ch. 32, *Contractual Arbitration: Agreements and Compelling Arbitration*, § 32.20[6][c].

Contractual Arbitration—Illegal

Contract. Newly adopted Civ. Code § 1799.208 provides that a seller in a consumer transaction may not require

a consumer to agree to a contract providing that the consumer must either: (1) arbitrate outside of California a claim arising in California, or (2) arbitrate a controversy arising in California under the substantive law of a state other than California. See Ch. 32, *Contractual Arbitration: Agreements and Compelling Arbitration*, § 32.20[7][b][ii][B].

Contractual Arbitration—McGill Rule. *Patrick v. Running Warehouse, LLC* (9th Cir. 2024) 93 F.4th 468, specifies that the *McGill* rule does not apply when the arbitration provision does not bar the arbitrator from awarding public injunctive relief. See Ch. 32, *Contractual Arbitration: Agreements and Compelling Arbitration*, § 32.22[3][c].

Contractual Arbitration—Consumer Option. Newly enacted Civ. Code § 1799.209 provides that if a consumer contract requires a dispute under the contract to be arbitrated and the dispute may be adjudicated pursuant to the Small Claims Act, the consumer has the option to have the dispute adjudicated pursuant to that act. See Ch. 32, *Contractual Arbitration: Agreements and Compelling Arbitration*, § 32.22[4].

Contractual Arbitration—Tribal Immunity. *Caremark, LLC v. Choctaw Nation* (9th Cir. 2024) 104 F.4th 81, determined that a tribe's agreement to arbitration does not necessarily waive its immunity to particular claims. See Ch. 32, *Contractual Arbitration: Agreements and Compelling Arbitration*, § 32.24[4][d].

Contractual

Arbitration—Third-Party Beneficiary. *Soltero v. Precise Distrib., Inc.* (2024) 102 Cal. App. 5th 887, 322 Cal. Rptr. 3d 133, decided that a party had not met the burden to invoke the third-party beneficiary exception where the agreement included a list of other third-party beneficiaries not including the party. See Ch. 32, *Contractual Arbitration: Agreements and Compelling Arbitration*, § 32.24[5][e][i].

Contractual Arbitration—Equitable Estoppel. *Davis v. Nissan N. Am., Inc.* (2024) 100 Cal. App. 5th 825, 319 Cal. Rptr. 3d 517, joined cases holding that a warranty is a separate agreement from a sales contract for purposes of equitable estoppel. See Ch. 32, *Contractual Arbitration: Agreements and Compelling Arbitration*, § 32.24[5][g][i][B].

Contractual Arbitration—Unconscionability. *Ramirez v. Charter Communications, Inc.* (2024) 16 Cal. 5th 478, 322 Cal. Rptr. 3d 825, 551 P.3d 520, *Cook v. Univ. of S. Cal.* (2024) 102 Cal. App. 5th 312, 321 Cal. Rptr. 3d 336, and *Hasty v. American Automobile Assn.* etc. (2023) 98 Cal. App. 5th 1041, 317 Cal. Rptr. 3d 295, found arbitration agreements unenforceable due to unconscionability. See Ch. 32, *Contractual Arbitration: Agreements and Compelling Arbitration*, § 32.25[3], [4].

Contractual Arbitration—Waiver. *Quach v. Cal. Com. Club, Inc.* (2024) 16 Cal. 5th 562, 323 Cal. Rptr. 3d 126, 551 P.3d 1123, overturns years of precedent to hold that

showing waiver of the right to arbitrate does not require establishing prejudice. See Ch. 32, *Contractual Arbitration: Agreements and Compelling Arbitration*, § 32.28.

Contractual Arbitration—

Dismissal. *Smith v. Spizzirri* (2024) 601 U.S. 472, 144 S. Ct. 1173, 218 L. Ed.2d 494, concluded that a federal district court may not dismiss under 9 U.S.C.S. § 3. See Ch. 32, *Contractual Arbitration: Agreements and Compelling Arbitration*, § 32.43[8][g][ii].

Contractual Arbitration—Stay.

Diaz v. Macys W. Stores, Inc. (9th Cir. 2024) 101 F.4th 697, enforced a provision requiring parties to apply for a stay of nonarbitrable issues if the court found both arbitrable and nonarbitrable issues. See Ch. 32, *Contractual Arbitration: Agreements and Compelling Arbitration*, § 32.63[2][f][xiii].

Contractual Arbitration—

Equitable Estoppel. *Herrera v. Cathay Pac. Airways Ltd.* (9th Cir. 2024) 104 F.4th 702, held that the district court erred in denying airline's motion to compel arbitration on the basis of equitable estoppel. See Ch. 32, *Contractual Arbitration: Agreements and Compelling Arbitration*, § 32.63[4][b].

Contractual Arbitration—

Equitable Estoppel. *Yeh v. Superior Court* (2023) 95 Cal. App. 5th 264, 313 Cal. Rptr. 3d 288, ruled that a nonsignatory vehicle manufacturer could not invoke equitable estoppel to compel arbitration of warranty claims under an arbitration agree-

ment between the dealer and buyer. See Ch. 32, *Contractual Arbitration: Agreements and Compelling Arbitration*, § 32.63[4][b].

Contractual Arbitration—FAA

Exemption. *Lopez v. Aircraft Serv. Int'l* (9th Cir. 2024) 107 F.4th 1096, determines that a fuel technician who places fuel in an airplane used for foreign and interstate commerce is a transportation worker engaged in commerce under 9 U.S.C.S. § 1. See Ch. 32, *Contractual Arbitration: Agreements and Compelling Arbitration*, § 32.63[13][e].

Contractual Arbitration—

Browsewrap. *Herzog v. Superior Court* (2024) 101 Cal. App. 5th 1280, 321 Cal. Rptr. 3d 93, clarifies that a button that had to be clicked, but which was labelled only for consenting to use of personal information entered on the website, did not give notice of an arbitration agreement. See Ch. 32, *Contractual Arbitration: Agreements and Compelling Arbitration*, § 32.94A1[3].

Contractual Arbitration—

Solicitations. Newly amended Code Civ. Proc. § 1281.9(a)(7) provides that when a person is to serve as a neutral arbitrator, subject only to the disclosure requirements of law, in a consumer arbitration case, the proposed neutral arbitrator must disclose any solicitation made by, or at the direction of, a private arbitration company to a party or lawyer for a party to the arbitration. See Ch. 33, *Contractual Arbitration: Appointment of Arbitrator and Conduct of Proceeding*, § 33.14[3][a][v].

Contractual Arbitration—

Solicitations. Newly amended Code Civ. Proc. § 1281.9(c)(4) defines “solicitations.” See Ch. 33, *Contractual Arbitration: Appointment of Arbitrator and Conduct of Proceeding*, § 33.14[3][b][iv].

Contractual Arbitration—

Solicitations. Newly enacted Code Civ. Proc. § 1281.93 prohibits, during the pendency of the consumer arbitration, an arbitrator or private arbitration company from making a solicitation of a party to the arbitration or of a lawyer for a party to the arbitration. See Ch. 33, *Contractual Arbitration: Appointment of Arbitrator and Conduct of Proceeding*, § 33.18.

Contractual Arbitration—

Discovery. Newly amended Code Civ. Proc. § 1283.05 removes most restrictions on non-deposition discovery in arbitration proceedings. See Ch. 33, *Contractual Arbitration: Appointment of Arbitrator and Conduct of Proceeding*, § 33.25[1].

Contractual Arbitration—

Discovery. *Valencia v. Mendoza* (2024) 103 Cal. App. 5th 427, 322 Cal. Rptr. 3d 903, affirmed evidence sanctions imposed by an arbitrator. See Ch. 33, *Contractual Arbitration: Appointment of Arbitrator and Conduct of Proceeding*, § 33.25[1][c].

Contractual Arbitration—

Arbitration Fees. *Reynosa v. Superior Court* (2024) 101 Cal. App. 5th 967, 320 Cal. Rptr. 3d 730, specified that an arbitration service provider may not unilaterally extend the deadline for paying arbitration fees. See

Ch. 33, *Contractual Arbitration: Appointment of Arbitrator and Conduct of Proceeding*, § 33.26[3][a].

Contractual Arbitration—

Vacating Award. *Valencia v. Mendoza* (2024) 103 Cal. App. 5th 427, 322 Cal. Rptr. 3d 903, specifies that an extension for good cause of the deadline for filing a response to a petition to confirm requires showing a good reason for the party’s failure to meet the deadline. See Ch. 34, *Contractual Arbitration: Judicial Review*, § 34.14[2][b][i].

International Commercial Arbitration—

Agreements. Newly enacted Code Civ. Proc. § 1297.73, specifies that international commercial arbitration agreements may be in electronic form. See Ch. 35, *Arbitration and Conciliation of International Commercial Disputes*, § 35.12[2].

International Commercial Arbitration—

Court-Ordered Protection Measures. Newly enacted Code Civ. Proc. § 1297.91, clarifies the superior court’s power to issue interim measures of protection in relation to international commercial arbitration proceedings. See Ch. 35, *Arbitration and Conciliation of International Commercial Disputes*, § 35.22[1].

International Commercial Arbitration—

Tribunal-Ordered Protection Measures. Newly enacted Code Civ. Proc. § 1297.171 et seq., establish a comprehensive scheme setting forth the power of an arbitration tribunal in an international commercial arbitration to issue interim measures of protection in rela-

tion to those proceedings and their enforcement. See Ch. 35, *Arbitration and Conciliation of International Commercial Disputes*, § 35.27.

APPEALS

Bright Line Rule for Filing Notices of Appeal. In *Meinhardt v. City of Sunnyvale* (2024) 16 Cal. 5th 643, 650, 323 Cal. Rptr. 3d 354, 552 P.3d 420, the California Supreme Court held that the time to appeal in administrative mandate proceedings starts to run with entry of “judgment” or service of notice of entry of “judgment,” rather than with the filing of, or service of notice of the filing of, an “order,” minute order, or other ruling. See Ch. 42, *Appeal: Notice of Appeal*, § 42.13[2][a].

Augmenting Appellate Record. In *In re Kenneth D.* (2024) 16 Cal. 5th 1087, 1106, 324 Cal. Rptr. 3d 259, 553 P.3d 815, the California Supreme Court held that augmentation of the record on appeal does not function to supplement the record with materials that were not before the trial court. See Ch. 44, *Appeal: Preparing and Filing the Record*, § 44.93.

Supplemental Briefing of Transferred Cases. *West Adams Heritage Assn. v. City of Los Angeles* (2024) 106 Cal. App. 5th 395, 421, 2024 Cal. App. LEXIS 693, held that supplemental briefs filed after a Supreme Court decision remanding or order transferring a cause to a court of appeal for further proceedings must be limited to matters arising after the previous court of appeal decision in the cause, unless the pre-

siding justice permits briefing on other matters. See Ch. 54, *Appeal: California Supreme Court Review*, § 54.39.

AUTOMOBILES

Limitation on Automobile Buyer’s Remedies. In *Pompey v. Bank of Stockton* (2024) 105 Cal. App. 5th 1079, 1099, 2024 Cal. App. LEXIS 653, the court of appeal held that the rescission-and-restitution remedy imposed by Civ. Code §§ 2983 and 2983.1 is a penalty and, therefore, subject to the one-year statute of limitations set forth in Code Civ. Proc. § 340. See Ch. 89, *Automobiles: Sales and Financing Under the Rees-Levering Act*, § 89.23[4][a].

Warranty on Used Cars. In *Rodriguez v. FCA US LLC* (2024) 17 Cal. 5th 189, 206, 2024 Cal. LEXIS 6016, the California Supreme Court held that a motor vehicle purchased with an unexpired manufacturer’s new car warranty does not qualify as a “motor vehicle sold with a manufacturer’s new car warranty” under Civ. Code § 1793.22(e)(2)’s definition of “new motor vehicle” unless the new car warranty was issued with the sale. See Ch. 91, *Automobiles: Actions Involving Defects and Repairs*, § 91.12[1].

CIVIL PROCEDURE

Amended Pleadings—Effect of Amendment. *Hardell v. Vanzyl* (2024) 102 Cal. App. 5th 960, 332 Cal. Rptr. 3d 228 holds that because there is but one complaint in a civil action, the filing of an amended complaint moots a motion directed to a prior complaint. A motion to quash is

directed to the summons, and the filing of an amended complaint does not require the issuance of a new summons when the parties remain the same. Accordingly, the filing of an amended complaint does not necessarily moot a motion to quash service of summons when no new summons is required. See Ch. 21, *Amended and Supplemental Pleadings*, § 21.43[8].

Anti-SLAPP—Protected Activity. In *Taylor v. Tesla, Inc.* (2024) 104 Cal. App. 5th 75, 86, 324 Cal. Rptr. 3d 208, the court of appeal held that Tesla's refusal to produce personnel files the plaintiffs demanded under the Labor Code did not constitute petitioning activity contributing to, furthering, or participating in a debate on a racial discrimination case pending against Tesla. See Ch. 376, *Motions to Strike: Anti-Slapp*, § 376.14[3][c].

Complaints—Function.

Wawrzenski v. United Airlines, Inc. (2024) 106 Cal. App. 5th 663, 686 holds that the complaint is supposed to set forth the plaintiff's proposed case, which the defendant's summary adjudication motion then aims to test as a matter of law. See Ch. 123, *Complaints and Cross Complaints*, § 123.53[6].

Continuance—Discovery of Jurisdictional Facts. *Safieddine v. MBC FZ, LLC* (2024) 103 Cal. App. 5th 1086, 324 Cal. Rptr. 3d 13 holds that a plaintiff attempting to assert jurisdiction over a nonresident defendant is entitled to an opportunity to conduct discovery of jurisdictional facts necessary to sustain its burden

of proof. In order to prevail on a motion for a continuance for jurisdictional discovery, the plaintiff should demonstrate that discovery is likely to lead to the production of evidence of facts establishing jurisdiction. There is no abuse of discretion if the plaintiff failed to show that further discovery was likely to lead to the production of evidence establishing jurisdiction. See Ch. 136, *Continuances*, § 36.45[3][a].

Continuance—Administrative Proceedings. *Cisneros v. Department of Motor Vehicles* (2024) 104 Cal. App. 5th 381, 411, 324 Cal. Rptr. 3d 724 holds that because a Department of Motor Vehicles (DMV) hearing officer was not an administrative law judge (ALJ) as defined in Gov. Code § 11500(d), the 10-day period in Gov. Code § 11524(c) to seek judicial review of an ALJ's denial of a continuance did not apply to DMV hearing officers' denials of requests to continue administrative per se driver's license suspension hearings. See Ch. 136, *Continuances*, § 136.45[5].

Default Judgment—Void for Lack of Service. *California Capital Ins. Co. v. Hoehn* (2024) 17 Cal. 5th 207, 226 holds that a motion to vacate a default judgment under Code Civ. Proc. § 473(d) that is void for lack of proper service is not subject to the judicially imposed two-year limitation. See Ch. 205, *Defaults and Default Judgments*, § 205.50[1].

Dismissal—Attorney's Fees. In *Riverside Mining Limited v. Quality Aggregates* (2024) 104 Cal. App. 5th

269, 278, 324 Cal. Rptr. 3d 567, the court of appeal held that a plaintiff's voluntary dismissal without prejudice does not trigger a defendant's right to attorney's fees after a Code Civ. Proc. § 998 offer. See Ch. 212, *Dismissal*, § 212.40[2].

Judges—Statement of Disqualification by Party. *North American Title Co., Inc. v. Superior Court* (2024) 17 Cal. 5th 155, holds that because the nonwaiver provision of Code Civ. Proc. § 170.3(b)(2), under which a party could not waive disqualification of a biased judge, was limited to the process of judicial self-disqualification, the nonwaiver provision was inapplicable when a party sought disqualification by filing a written verified statement of disqualification, and therefore a failure to timely file a statement of disqualification under § 170.3(c)(1) at the earliest practicable opportunity could forfeit the right to seek disqualification, even when the alleged basis for disqualification under Code Civ. Proc. § 170.1 was bias or prejudice. A remand was necessary to determine whether the statement of disqualification was untimely and thus subject to being stricken under Code Civ. Proc. § 170.4(b), because the Court of Appeal had not made this assessment. See Ch. 317, *Judges*, § 317.114[10].

Jurisdiction—Inconvenient Forum. *Doe WHBE 3 v. Uber Technologies, Inc.* (2024) 102 Cal. App. 5th 1135, 1161, 322 Cal. Rptr. 3d 505 holds that where plaintiffs agreed from the outset of a coordinated pro-

ceeding to litigate the issue of forum non conveniens by selecting a small number of cases in which motions to stay or dismiss on forum non conveniens grounds were made and applying the trial court's decision in those cases to other analogous cases in the coordinated proceeding, trial judge did not err in failing to require defendants to establish that California was a seriously inconvenient forum. Imposing the seriously inconvenient burden on defendants would have been inconsistent with one of the bases for the forum non conveniens doctrine: avoiding an unchecked and unregulated importation of transitory causes of action for trial in the state. The trial judge did not err in failing to presume that California was a convenient forum, as the presumption was overcome by other evidence. See Ch. 323, *Jurisdiction: Personal Jurisdiction, Inconvenient Forum, and Appearances*, §323.35[1].

Jurisdiction—General vs. Limited. *Hardell v. Vanzyl* (2024) 102 Cal. App. 5th 960, 322 Cal. Rptr. 3d 228 holds that trial court erred in finding it could not exercise general jurisdiction under Code Civ. Proc. § 410.10 and declining plaintiff's request for jurisdictional discovery, because California was defendant's domicile as late as February 2022, and the full nature of defendant's California contacts after he moved to Florida was unclear. See Ch. 323, *Jurisdiction: Personal Jurisdiction, Inconvenient Forum, and Appearances*, § 323.86[6][d][i].

Jurisdiction—Limited Juris-

diction. *Safieddine v. MBC FZ, LLC* (2024) 103 Cal. App. 5th 1086, 1107, 324 Cal. Rptr. 3d 13 holds that personal jurisdiction under Code Civ. Proc. § 410.10 was lacking in a defamation action against publishers of a news story that was broadcast overseas, rebroadcast in the United States, and republished online because there was no purposeful availment and thus insufficient minimum contacts with California to support jurisdiction, in light of evidence supporting the trial court's conclusions that the publishers did not expressly aim their conduct to California, knowing it would cause harm there, and California was not the focal point of the alleged injury to the reputation of a lawyer who resided and practiced law in another country and was not licensed in California. Because no amount of jurisdictional discovery could overcome the dispositive facts, the trial court did not abuse its discretion in denying a request for a continuance to allow more time for discovery. See Ch. 323, *Jurisdiction: Personal Jurisdiction, Inconvenient Forum, and Appearances*, § 323.86[6][d][ii].

Jurisdiction—Specific Jurisdiction. *Hardell v. Vanzyl* (2024) 102 Cal. App. 5th 960, 322 Cal. Rptr. 3d 228 holds that trial court properly concluded it could not exercise specific jurisdiction under Code Civ. Proc. § 410.10 over defendant because there was no allegation defendant made sexual overtures to plaintiff, or planned them, anywhere other than in Florida, and there were no allegations in the complaint that, while in California, defendant culti-

vated a relationship with plaintiff with the intent of later making sexual advances or committing a sexual assault. See Ch. 323, *Jurisdiction: Personal Jurisdiction, Inconvenient Forum, and Appearances*, § 323.86[6][d][ii].

Jurisdiction—Forum Non Conveniens. *Doe WHBE 3 v. Uber Technologies, Inc.* (2024) 102 Cal. App. 5th 1135, 1161, 322 Cal. Rptr. 3d 505 holds that where plaintiffs agreed from the outset of a coordinated proceeding to litigate the issue of forum non conveniens by selecting a small number of cases in which motions to stay or dismiss on forum non conveniens grounds were made and applying the trial court's decision in those cases to other analogous cases in the coordinated proceeding, trial judge did not err in failing to require defendants to establish that California was a seriously inconvenient forum. Imposing the seriously inconvenient burden on defendants would have been inconsistent with one of the bases for the forum non conveniens doctrine: avoiding an unchecked and unregulated importation of transitory causes of action for trial in the state. The trial judge did not err in failing to presume that California was a convenient forum, as the presumption was overcome by other evidence. See Ch. 323, *Jurisdiction: Personal Jurisdiction, Inconvenient Forum, and Appearances*, § 323.102[7].

Limitation of Actions—Suspension for Sexual Assault of Minor. *West Contra Costa Unified School Dist. v. Superior Court* (2024)

103 Cal. App. 5th 1243, 323 Cal. Rptr. 3d 904 holds that waiver of the claim presentation requirement as provided in Gov. Code § 905(m) for revived childhood sexual assault claims against public entities under Code Civ. Proc. §§ 340.1, 340.11 was not a gift of public funds contrary to Cal. Const., art. XVI, § 6, because Assem. Bill No. 218 (2019–2020 Reg. Sess.) created no new substantive liability for the alleged molestation, as to which a school district's substantive liability under Gov. Code §§ 815.2(a), 820(a) existed independently of claim presentation. Alternatively, the expenditures were not gifts because they served the public purpose of aiding a disadvantaged class of childhood sexual assault victims. See Ch. 345, *Limitation of Actions*, § 345.20[11][v].

Limitation of Actions—Decedent's Promise of Distribution from Estate. *Smith v. Myers* (2024) 103 Cal. App. 5th 586, 593, 323 Cal. Rptr. 3d 157 holds that statute of limitations under Code Civ. Proc. § 366.3 did not apply because appellees were not alleging decedent made an agreement with anyone to create testamentary documents that would provide them a distribution, they alleged an amendment itself required the distribution, the amendment was valid, and they were entitled to receive the distribution. See Ch. 345, *Limitation of Actions*, § 345.53[10][b][v].

Limitation of Actions—Consumer Protection. *Medina v. St.*

George Auto Sales, Inc. (2024) 103 Cal. App. 5th 1194, 324 Cal. Rptr. 3d 94 holds that in determining the timeliness of a Consumers Legal Remedies Act, Civ. Code § 1750 et seq. claim under the three-year statute of limitations in Civ. Code, § 1783, the discovery rule applied because misrepresentation claims under Civ. Code § 1770(a) often involved hidden injuries; a motion for nonsuit was properly denied because a question of fact existed as to whether a used car buyer knew or should have known an activated check engine light meant the engine was malfunctioning and had reason to suspect misrepresentations or concealment of engine problems outside the limitations period. See Ch. 345, *Limitation of Actions*, § 345.183.

Settlement—Attorney's Fees.

Riverside Mining Limited v. Quality Aggregates (2024) 104 Cal. App. 5th 269, 275, 324 Cal. Rptr. 3d 567, holds that after a mineral lessor voluntarily dismissed an unlawful detainer action, the trial court did not err in denying the lessee's motion for contractual attorney fees incurred after the date of its rejected Code Civ. Proc. § 998 offer to compromise because the American rule that parties had to bear their own attorney fees under Code Civ. Proc. § 1021 was applicable pursuant to Civ. Code § 1717(b)(2) where a defendant in a contract action prevailed by voluntary dismissal, and thus the lessee's entitlement to costs as the prevailing party under Code Civ. Proc. § 1032(a)(4) did not include attorney fees under Code Civ. Proc.

§ 1033.5(a)(10)(A), regardless of the rejected offer to compromise. See Ch. 520, *Settlement and Release*, § 520.76[2].

Res Judicata—Judicial Estoppel.

In *Vaghashia v. Vaghashia* (2024) 106 Cal. App. 5th 188, 196, 2024 Cal. App. LEXIS 679, the court of appeal held that judicial estoppel applied when a party asked a court to enforce a settlement agreement, and this request was totally inconsistent with its argument in its motion to vacate that the settlement agreement was unenforceable. See Ch. 491, *Res Judicata*, § 491.21[1].

Settlement—Attorney’s Fees. *Ayers v. FCA US, LLC* (2024) 99 Cal. App. 5th 1280, 318 Cal. Rptr. 3d 691, holds that consumer who settled a suit under the Song-Beverly Consumer Warranty Act after refusing an offer to compromise could not recover attorney fees incurred after the offer date as costs because the section applies both to Song-Beverly actions and to litigation terminated by settlement, making no exception for a subsequent change in law. The offer was valid and more favorable because the settlement’s basic implementation and default terms were disregarded in comparing results and lacked value. See Ch. 520, *Settlement and Release*, § 520.76[2].

Summary Judgment—Longer Service Dates and Restrictions on Motion and Reply. Code Civ. Proc. § 437c, governing motions for summary judgment, is amended for 2025 to: 1) change the service dates (service of motion increases from 75

days before hearing to 81 days; service of opposition increases from 14 days to 20 days; service of reply increases from 5 days to 11 days); 2) prohibit a party from filing more than one summary judgment motions against an adverse party with leave of court, and 3) prohibit the introduction of new facts in a reply to an opposition to a summary judgment motion. See Ch. 537, *Summary Judgment*, § 537.19, 537.22, 537.27, 537.28.

CIVIL RIGHTS

Abortion Drugs. In *Food and Drug Administration v. Alliance for Hippocratic Medicine* (2024) 602 U.S. 367, the U.S. Supreme Court held that an alliance of doctors did not have Article III standing to sue the Food and Drug Administration for the FDA’s actions in relaxing regulatory requirement for mifepristone (abortion drug). Ch. 4, *Abortion and Birth Control Methods*, § 4.11[3].

Prisoner’s Rights. Ch. 114 has been updated to reflect changes to Penal Code § 2603, which governs the rights of jail inmates regarding psychiatric treatment. See Ch. 114, *Civil Rights: Prisoners’ Rights*, § 114.15[2][c].

Standing Under ADA and Unruh Act. In a case of first impression, the appellate court in *Saurman v. Peter’s Landing Prop. Owner, LLC* (2024) 103 Cal. App. 5th 1148, held that the husband of a disabled woman who died as a result of falling over a small set of stairs in a restaurant, stated causes of action for wrongful death under Title III of the ADA, the Unruh

Act, and the Disabled Persons Act. Although the plaintiff lacked standing under the ADA, he had standing in state court under the Unruh Act. *See Ch. 116, Civil Rights: Discrimination In Business Establishments, § 116.52[2].*

Protection Against Discrimination. Civ. Code § 51.7 has been amended to clarify protections against discrimination based on violence or threats of violence. *See Ch. 117A, Civil Rights: Interference With Civil Rights By Threats, Intimidation, Coercion, Or Violence, § 117A.12[1].*

Unconstitutionality of “Nonsectarian” School Requirements for FAPE. In *Loffman v. Cal. Dep’t of Educ.* (9th Cir. 2024) 119 F.4th 1147, the Ninth Circuit reversed dismissal of Orthodox Jewish families’ complaints alleging that the requirement under Educ. Code § 56365 that a nonpublic school be “nonsectarian” to apply for nonpublic, nonsectarian agency certification, violates their rights under the Free Exercise and Equal Protection clauses in that it prohibits parents from advocating for a sectarian placement. *See Ch. 513, Schools: Student Rights and Responsibilities, § 513.33[5].*

CONTRACTS AND COMMERCIAL LAW

Implied Covenant of Good Faith and Fair Dealing. In *Tuli v. Specialty Surgical Center of Thousand Oaks, LLC* (2024) 105 Cal. App. 5th 997, 1020, 2024 Cal. App. LEXIS 647, the court of appeal held that a breach of an operating agreement’s

implied covenant of good faith and fair dealing that rested on the same facts as the breach of contract claim was superfluous. *See Ch. 140, Contracts, § 140.12[1].*

Limited Powers of Agent. In *Harrod v. Country Oaks Partners, LLC* (2024) 15 Cal.5th 939, 961–963, 319 Cal. Rptr. 3d 400, 544 P.3d 1138, the California Supreme Court held that under the law of agency, a power of attorney does not include the delegated authority to enter into separate optional arbitration agreements with health care providers. *See Ch. 427, Principal and Agent, § 427.16[4].*

CORPORATIONS AND BUSINESS ENTITIES

Corporate Meetings—Electronic Transmission. Corp. Code §§ 600(e), 5510(f), 7510(f), and 9411(f) have been amended [*see* Stats. 2024, ch. 157 (eff. 1/1/25)] to delete the sunset provision that required shareholder/member meetings conducted solely by electronic transmission to be held before Dec. 31, 2025. *See Ch. 166, Corporations: Shareholders’ Meetings and Voting, § 166.14; Ch. 388, Nonprofit Corporations, § 388.81.*

Limited Liability Companies—Operating Agreement. In *Samuelian v. Life Generations Healthcare, LLC* (2024) 104 Cal. App. 5th 331, the court of appeal held that an LLC operating agreement can impose fiduciary duties on members in a manager-managed LLC, including a noncompetition restriction. *See Ch. 346, Limited Liability Companies, §§ 346.15[5][b], 346.170[4].*

Nonprofit Corporations—Directors. The California Attorney General's regulations regarding approval of self-dealing transactions [*see* former 11 Cal. Code Regs. § 999.1 et seq.] have been revised and renumbered [*now see* 11 Cal. Code Regs. § 328 et seq.]. See Ch. 388, *Nonprofit Corporations*, §§ 388.32, 388.33, 388.134.

Limited Liability Partnerships—Authorized Practices. Corp. Code § 16101 has been amended [*see* Stats 2024, ch. 361, §§ 9, 10] to provide that registered LLPS, foreign LLPs, and professional LLP services include LLPs licensed to engage in the practice of architecture, engineering, or land surveying only until 2034. See Ch. 400, *Partnerships: Governing Statutes*, § 400.20[5], [13].

Securities Fraud—Standing. In *Max Royal LLC v. Atieva, Inc.* (9th Cir 2024) 110 F.4th 1181, plaintiff-investors who brought a securities fraud class action against Lucid, alleging that it made misrepresentations about Lucid before an anticipated merger that affected the stock price of a company in which plaintiffs were shareholders and that later acquired Lucid, lacked Section 10(b) standing which is limited to purchasers/sellers of securities about which alleged misrepresentations were made. See Ch. 515, *Securities and Franchise Regulation*, § 515.246[10][I].

COSTS AND ATTORNEY'S FEES

Simultaneous Code Civ. Proc. § 998 Offers. In *Gorobets v. Jaguar*

Land Rover North America, LLC (2024) 105 Cal. App. 5th 913, 928, 326 Cal. Rptr. 3d 309, the court of appeal held that simultaneous Code Civ. Proc. § 998 offers to the same party are not effective because they interfere with the trial court's ability, at the time the case is resolved, to determine whether the judgment is more favorable than the offer. See Ch. 174, *Costs and Attorney's Fees*, § 174.17[1].

DISCOVERY

Discovery Sanctions Not Limited by Specific Provision of Discovery Act. In *City of Los Angeles v. PricewaterhouseCoopers, LLP* (2024) 17 Cal. 5th 46, 51, 324 Cal. Rptr. 3d 410, 553 P.3d 1194, the California Supreme Court held that under the general sanctions provisions of the Civil Discovery Act, Code Civ. Proc. §§ 2023.010 and 2023.030, a trial court has authority to impose monetary sanctions for a party's pattern of discovery abuse and is not limited to imposing sanctions for each individual violation of the rules governing depositions or other methods of discovery. See Ch. 192, *Discovery: Sanctions for Discovery Misuse*, § 192.14[1].

Requests for Admission—Substantial Compliance. In *Katayama v. Continental Investment Group* (2024) 105 Cal. App. 5th 898, 909, 326 Cal. Rptr. 3d 297, the court of appeal held that the fact that a party waived objections in a proposed response governed by Code Civ. Proc. § 2033.280(c) does not necessarily prevent that response

from substantially complying with Code Civ. Proc. § 2033.220. See Ch. 196, *Discovery: Requests for Admissions*, § 196.17.

Trial Court May Ensure That Requests for Admission Not Misused. In *LCPFV, LLC v. Somatdary Inc.* (2024) 106 Cal. App. 5th 743, 757, 2024 Cal. App. LEXIS 722, the court of appeal held that a trial court had discretion to disallow a defendant's admissions in a default prove-up when the plaintiff sought to use the defendant's default status to manufacture a fraud case for which there was no other proof. See Ch. 196, *Discovery: Requests for Admissions*, § 196.19.

INSURANCE

No “Theory of Illusory Coverage” Exists. The California Supreme Court in *John's Grill, Inc. v. The Hartford Fin. Svcs. Group, Inc.* (2024) 16 Cal. 5th 1003, has reversed an appellate court's holding that a “so-called illusory coverage doctrine” proposed by the insured rendered a “Limited Fungi, Bacteria or Virus Coverage” endorsement in the plaintiff restaurant's property-insurance policy unenforceable, in a case seeking coverage for pandemic-related business losses. See Ch. 308, *Insurance*, § 308.61[2].

Ins. Code § 2071 Does Not Apply to UCL Claim Regarding Insurer's Business Practices. In *Rosenberg-Wohl v. State Farm Fire & Cas. Co.* (2024) 16 Cal. 5th 520, the California Supreme Court has held that an insured's suit under Bus. & Prof. Code § 17200, et seq., which challenged

the insurer's general practices in handling claims and through which the insured sought only declaratory and injunctive relief on behalf of all policyholders, is not subject to the one-year deadline (Ins. Code § 2071) for filing suit. See Ch. 308, *Insurance*, § 308.25[4].

JUDGMENTS, ENFORCEMENT, AND RELIEF

What Constitutes Appealable Judgment. In *Meinhardt v. City of Sunnyvale* (2024) 16 Cal. 5th 643, 656–657, 323 Cal. Rptr. 3d 354, 552 P.3d 420, the California Supreme Court held that the time to appeal in administrative mandate proceedings starts to run with entry of “judgment” or service of notice of entry of “judgment,” rather than with the filing of, or service of notice of the filing of, an order, minute order, or other ruling. See Ch. 318, *Judgments*, § 318.11[2][a].

Failure to Issue Statement of Decision. In *Alafi v. Cohen* (2024) 106 Cal. App. 5th 46, 62, 2024 Cal. App. LEXIS 674, the court of appeal noted that although failing to issue a statement of decision is not prejudicial per se, the more issues specified in a request for a statement of decision and left unaddressed by a court's failure to issue one, the more difficult, as a practical matter, it may be for a respondent to establish harmlessness. See Ch. 529, *Statement of Decision*, § 529.23.

Two-Year Deadline in Code Civ. Proc. § 473.5 Inapplicable to Motion Under Code Civ. Proc. § 473(d). In *California Capital Ins.*

Co. v. Hoehn (2024) 2024 Cal. LEXIS 6438, *27, the California Supreme Court held that a Code Civ. Proc. § 473(d) motion to vacate a judgment that is void for lack of proper service is no longer subject to a judicially imposed two-year limitation when brought in the original action. See Ch. 489, *Relief from Judgments and Orders*, § 489.15[2][f].

PUBLIC ADMINISTRATIVE LAW

Due Process Violations in DMV Hearings. In *Clarke v. Gordon* (2024) 104 Cal. App. 5th 1267, 1276–1277, 325 Cal. Rptr. 3d 394, the court of appeal held that a DMV employee's designation or title is not dispositive of whether the procedure violates due process; rather, the function, or functions, the employee actually performs during the hearing are determinative. See Ch. 92, *Automobiles: Drivers' Licenses*, § 92.61.

Common Carrier Duties—Passengers in Waiting Area. In *Smith v. Magic Mountain LLC* (2024) 2024 Cal. App. LEXIS 749, *2, the court of appeal held that an amusement park was not a common carrier with a heightened duty of care when the rider was injured in line for the roller coaster and she was not yet under the amusement park operator's control. See Ch. 109, *Common Carriers*, § 109.33[3].

TORTS

Tort Damages Recoverable for Fraudulent Concealment Based on Conduct Within Contractual Relationship. In *Rattagan v. Uber Tech-*

nologies, Inc. (2024) 17 Cal. 5th 1, the California Supreme Court held that a plaintiff may assert an independent claim of fraudulent concealment based on conduct occurring in the course of a contractual relationship if the elements of the cause of action can be established independently of the parties' contractual rights and obligations and the tortious conduct exposes the plaintiff to a risk of harm beyond the reasonable contemplation of the parties when they entered into the agreement. See Ch. 177, *Damages*, § 177.47[1], Ch. 269, *Fraud and Deceit*, § 269.14[3], and Ch. 380, *Negligence*, § 380.31[1].

Contemporaneous Awareness Criteria Clarified in Bystander Emotional Distress Claims. In *Downey v. City of Riverside* (2024) 16 Cal. 5th 539, the California Supreme Court held that for purposes of establishing a threshold for bystander recovery for emotional distress, the relevant contemporaneous awareness is of an event that is injuring the victim, not awareness of the defendant's role in causing the injury. See Ch. 362, *Mental Suffering and Emotional Distress*, § 362.11[6][c][iv].

Physician Consulted Over Telephone by Emergency Room Physician Owed No Duty of Care to Patient. In *McCurry v. Singh* (2024) 104 Cal. App. 5th 1170, the court of appeal held that defendant physician, an on-call cardiologist at one hospital who was contacted by an emergency room physician from a different hospital about the condition of one of their emergency room patients, owed

no duty of care to the patient as defendant had refused to accept the patient's transfer to his care, never took charge of her case nor was employed to attend to her, and never examined her nor advised her or her physicians on how to treat her. See Ch. 415, *Physicians: Medical Malpractice*, § 415.11[4][b].

Recovery for Unauthorized Digital Replicas of Deceased Persons Permitted. Pursuant to a statutory amendment, Civ. Code § 3344.1 now provides for a right of action against a person who produces, distributes,

or makes available the digital replica of a deceased personality's voice or likeness in an expressive audiovisual work or sound recording without prior consent from specified persons. See Ch. 429, *Privacy*, § 429.36[6], [7], [11].

Statutory Cause of Action for "Doxing" Added. Effective January 1, 2025, under new Civ. Code § 1708.89, a private right of action exists against a party who "doxes" another person. See Ch. 429, *Privacy*, § 429.36B.

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Publication 181 Release 256

March 2025

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<input type="checkbox"/>	205-76.2(1) thru 205-76.7	205-76.3 thru 205-76.7
<input type="checkbox"/>	206-45	206-45 thru 206-46.1
<input type="checkbox"/>	206-57	206-57 thru 206-58.1
<input type="checkbox"/>	206-75 thru 206-90.1	206-75 thru 206-90.1
<input type="checkbox"/>	206-121 thru 206-122.1	206-121 thru 206-122.1
<input type="checkbox"/>	206-191	206-191
<input type="checkbox"/>	212-31 thru 212-34.1	212-31 thru 212-34.1
<input type="checkbox"/>	212-103	212-103 thru 212-104.1
<input type="checkbox"/>	212-139 thru 212-143	212-139 thru 212-141

VOLUME 21

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	248-15 thru 248-18.1	248-15 thru 248-17
<input type="checkbox"/>	248-32.1 thru 248-33	248-33 thru 248-34.3
<input type="checkbox"/>	248-62.2(1) thru 248-62.7	248-62.3 thru 248-62.7
<input type="checkbox"/>	254-59 thru 254-68.1	254-59 thru 254-68.1
<input type="checkbox"/>	254-105	254-105 thru 254-106.1
<input type="checkbox"/>	254-157 thru 254-159	254-157 thru 254-159
<input type="checkbox"/>	254-181	254-181
<input type="checkbox"/>	254-241 thru 254-243	254-241 thru 254-243
<input type="checkbox"/>	254-281 thru 254-283	254-281 thru 254-284.1
<input type="checkbox"/>	254-337	254-337

VOLUME 23

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	269-19 thru 269-20.1	269-19 thru 269-20.1
<input type="checkbox"/>	270-15	270-15 thru 270-16.1
<input type="checkbox"/>	270-131 thru 270-133	270-131 thru 270-134.1
<input type="checkbox"/>	276-13 thru 276-35	276-13 thru 276-33
<input type="checkbox"/>	276-55 thru 276-59	276-55 thru 276-59

<u>Check As Done</u>	<u>Remove Old Pages Numbered</u>	<u>Insert New Pages Numbered</u>
<input type="checkbox"/>	276-81 thru 276-89	276-81 thru 276-89
<input type="checkbox"/>	276-103	276-103
<input type="checkbox"/>	276-113	276-113 thru 276-114.1
<input type="checkbox"/>	276-123 thru 276-125	276-123 thru 276-125

VOLUME 25

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	295-45	295-45 thru 295-46.1
<input type="checkbox"/>	295-68.3 thru 295-68.5	295-68.3 thru 295-68.5
<input type="checkbox"/>	295-76.1 thru 295-79	295-77 thru 295-80.1

VOLUME 26

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	303-59 thru 303-65	303-59 thru 303-65
<input type="checkbox"/>	303-111	303-111
<input type="checkbox"/>	303-160.1 thru 303-161	303-161 thru 303-162.1
<input type="checkbox"/>	308-55 thru 308-67	308-55 thru 308-67
<input type="checkbox"/>	308-74.1 thru 308-79	308-75 thru 308-80.9
<input type="checkbox"/>	308-82.25 thru 308-82.31	308-82.25 thru 308-82.31
<input type="checkbox"/>	308-169 thru 308-175	308-169 thru 308-176.1
<input type="checkbox"/>	308-189 thru 308-190.1	308-189 thru 308-190.2(1)

VOLUME 27

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	317-88.7 thru 317-88.17	317-88.7 thru 317-88.18(1)
<input type="checkbox"/>	317-107 thru 317-108.1	317-107 thru 317-108.1
<input type="checkbox"/>	318-37 thru 318-38.1	318-37 thru 318-38.1
<input type="checkbox"/>	318-55	318-55 thru 318-56.1
<input type="checkbox"/>	318-129 thru 318-133	318-129 thru 318-134.1
<input type="checkbox"/>	318-142.1.	318-142.1
<input type="checkbox"/>	318-213 thru 318-214.1	318-213 thru 318-214.1
<input type="checkbox"/>	321-18.1 thru 321-19	321-19 thru 321-20.1
<input type="checkbox"/>	321-37 thru 321-42.3	321-37 thru 321-42.3

**Check
As
Done**

*Remove Old
Pages Numbered*

*Insert New
Pages Numbered*

VOLUME 28

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	323-65	323-65 thru 323-66.1
<input type="checkbox"/>	323-79	323-79
<input type="checkbox"/>	323-93	323-93 thru 323-94.1
<input type="checkbox"/>	323-107 thru 323-112.1	323-107 thru 323-112.1
<input type="checkbox"/>	323-141 thru 323-142.1	323-141 thru 323-142.1

VOLUME 29

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	331-1 thru 331-3	331-1 thru 331-4.1
<input type="checkbox"/>	331-11 thru 331-21	331-11 thru 331-22.3
<input type="checkbox"/>	332-11	332-11
<input type="checkbox"/>	332-38.1 thru 332-47	332-39 thru 332-48.3
<input type="checkbox"/>	332-57 thru 332-103.	332-57 thru 332-104.21
<input type="checkbox"/>	332-117 thru 332-127	332-117 thru 332-128.3
<input type="checkbox"/>	333-20.1 thru 333-21	333-21 thru 333-22.1
<input type="checkbox"/>	333-40.1 thru 333-57	333-41 thru 333-58.3
<input type="checkbox"/>	333-76.1 thru 333-77	333-77 thru 333-78.17
<input type="checkbox"/>	333-88.1 thru 333-89	333-89
<input type="checkbox"/>	333-121	333-121 thru 333-122.1
<input type="checkbox"/>	333-195	333-195
<input type="checkbox"/>	334-129	334-129 thru 334-130.1
<input type="checkbox"/>	335-37	335-37 thru 335-38.1
<input type="checkbox"/>	335-51	335-51

VOLUME 30

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	340-94.1 thru 340-95	340-95 thru 340-96.1
<input type="checkbox"/>	340-345 thru 340-347	340-345
<input type="checkbox"/>	342-53 thru 342-55	342-53 thru 342-55
<input type="checkbox"/>	345-57 thru 345-63	345-57 thru 345-64.1
<input type="checkbox"/>	345-115	345-115 thru 345-116.1
<input type="checkbox"/>	345APP-17	345APP-17 thru 345APP-18.1
<input type="checkbox"/>	345APP-71	345APP-71

<u>Check As Done</u>	<u>Remove Old Pages Numbered</u>	<u>Insert New Pages Numbered</u>
<input type="checkbox"/>	345A-58.1 thru 345A-58.3	345A-58.1 thru 345A-58.3
<input type="checkbox"/>	345A-135 thru 345A-143	345A-135 thru 345A-143
<input type="checkbox"/>	346-21	346-21 thru 346-22.1
<input type="checkbox"/>	346-49 thru 346-55	346-49 thru 346-56.1
<input type="checkbox"/>	346-125 thru 347-1	346-125 thru 347-1

VOLUME 32

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	362-27 thru 362-30.1	362-27 thru 362-30.1
<input type="checkbox"/>	362-87	362-87
<input type="checkbox"/>	369-85 thru 369-89	369-85 thru 369-89
<input type="checkbox"/>	369-106.1 thru 369-108.3	369-107 thru 369-108.3

VOLUME 33

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	371-19 thru 371-28.1	371-19 thru 371-28.1
<input type="checkbox"/>	371-37 thru 371-38.1	371-37
<input type="checkbox"/>	371-55 thru 371-58.1	371-55 thru 371-58.1
<input type="checkbox"/>	371-67 thru 371-70.1	371-67 thru 371-70.1
<input type="checkbox"/>	371-99 thru 371-107.	371-99 thru 371-108.1
<input type="checkbox"/>	372-29 thru 372-34.11	372-29 thru 372-34.11
<input type="checkbox"/>	376-9 thru 376-33.	376-9 thru 376-34.1
<input type="checkbox"/>	376-49 thru 376-51	376-49 thru 376-52.1
<input type="checkbox"/>	376-60.1	376-60.1
<input type="checkbox"/>	376-68.1 thru 376-70.6(1)	376-69 thru 376-70.6(2)(ae)
<input type="checkbox"/>	377-11	377-11 thru 377-12.1
<input type="checkbox"/>	377-24.1	377-24.1
<input type="checkbox"/>	380-35 thru 380-39	380-35 thru 380-40.1
<input type="checkbox"/>	380-59 thru 380-60.5	380-59 thru 380-60.5
<input type="checkbox"/>	380-115 thru 380-116.1	380-115 thru 380-116.1

VOLUME 34

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	388-7.	388-7
<input type="checkbox"/>	388-27 thru 388-35	388-27 thru 388-35

<u>Check As Done</u>	<u>Remove Old Pages Numbered</u>	<u>Insert New Pages Numbered</u>
<input type="checkbox"/>	388-57	388-57
<input type="checkbox"/>	388-77 thru 388-97	388-77 thru 388-97
<input type="checkbox"/>	389-5 thru 389-9	389-5 thru 389-10.1
<input type="checkbox"/>	389-21 thru 389-25	389-21 thru 389-26.1

VOLUME 35

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	400-15 thru 400-17	400-15 thru 400-17
<input type="checkbox"/>	401-17 thru 401-33	401-17 thru 401-34.1
<input type="checkbox"/>	401-47 thru 401-51	401-47 thru 401-51
<input type="checkbox"/>	402-7.	402-7
<input type="checkbox"/>	402-16.1 thru 402-19	402-17 thru 402-20.1
<input type="checkbox"/>	402-53 thru 402-55	402-53 thru 402-57
<input type="checkbox"/>	403-11	403-11 thru 403-12.1
<input type="checkbox"/>	403-25 thru 403-29	403-25 thru 403-29

VOLUME 36

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	415-20.1 thru 415-21	415-21 thru 415-22.1
<input type="checkbox"/>	415-79 thru 415-82.1	415-79 thru 415-82.1
<input type="checkbox"/>	417-13 thru 417-15	417-13 thru 417-15
<input type="checkbox"/>	418-35	418-35 thru 418-36.1

VOLUME 37

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	425-33	425-33
<input type="checkbox"/>	425-47	425-47
<input type="checkbox"/>	425-77 thru 425-79	425-77 thru 425-80.1
<input type="checkbox"/>	425-103	425-103
<input type="checkbox"/>	425-141	425-141
<input type="checkbox"/>	427-31 thru 427-37	427-31 thru 427-38.1
<input type="checkbox"/>	427-83 thru 427-85	427-83 thru 427-86.1
<input type="checkbox"/>	429-3 thru 429-5	429-3 thru 429-6.1
<input type="checkbox"/>	429-21 thru 429-22.1	429-21 thru 429-22.1
<input type="checkbox"/>	429-76.1 thru 429-84.2(1)	429-77 thru 429-84.2(3)

<u>Check As Done</u>	<u>Remove Old Pages Numbered</u>	<u>Insert New Pages Numbered</u>
<input type="checkbox"/>	429-109	429-109 thru 429-110.1
<input type="checkbox"/>	429-133	429-133 thru 429-134.1
<input type="checkbox"/>	429-155 thru 429-178.3	429-155 thru 429-178.9
<input type="checkbox"/>	429-187	429-187
<input type="checkbox"/>	429-213	429-213 thru 429-214.1
<input type="checkbox"/>	429-244.1 thru 429-253	429-245 thru 429-251
<input type="checkbox"/>	429-261 thru 429-270.5	429-261 thru 429-270.7
<input type="checkbox"/>	429-301 thru 429-303	429-301 thru 429-303
<input type="checkbox"/>	429-321 thru 429-323	429-321 thru 429-323
<input type="checkbox"/>	429-339 thru 430-1	429-339 thru 430-1

VOLUME 40

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	464-127 thru 464-128.1	464-127 thru 464-128.1
<input type="checkbox"/>	464-209 thru 464-211	464-209 thru 464-211
<input type="checkbox"/>	465-3 thru 465-4.1	465-3 thru 465-4.1
<input type="checkbox"/>	465-29 thru 465-37	465-29 thru 465-38.1

VOLUME 43

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	489-8.1 thru 489-9	489-9
<input type="checkbox"/>	489-36.1 thru 489-40.1	489-37 thru 489-40.1
<input type="checkbox"/>	489-97 thru 489-120.1	489-97 thru 489-119
<input type="checkbox"/>	489-161 thru 489-169	489-161 thru 489-169
<input type="checkbox"/>	489-199 thru 489-213	489-199 thru 489-214.5
<input type="checkbox"/>	489-229 thru 489-233	489-229 thru 489-233
<input type="checkbox"/>	489-295 thru 489-308.1	489-295 thru 489-307
<input type="checkbox"/>	491-59	491-59 thru 491-60.1
<input type="checkbox"/>	491-85 thru 491-86.15	491-85 thru 491-86.15

VOLUME 44

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	501-29 thru 501-32.1	501-29 thru 501-31
<input type="checkbox"/>	501-69 thru 501-85	501-69 thru 501-85
<input type="checkbox"/>	501-127 thru 501-139	501-127 thru 501-139

<u>Check As Done</u>	<u>Remove Old Pages Numbered</u>	<u>Insert New Pages Numbered</u>
<input type="checkbox"/>	502-45 thru 502-47	502-45 thru 502-48.1
<input type="checkbox"/>	504-7 thru 504-9	504-7 thru 504-10.1
<input type="checkbox"/>	504-31 thru 504-32.1	504-31 thru 504-32.1

VOLUME 45

Revision

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<input type="checkbox"/>	513-3.	513-3 thru 513-4.1
<input type="checkbox"/>	513-32.1	513-32.1
<input type="checkbox"/>	513-50.1	513-50.1 thru 513-50.3
<input type="checkbox"/>	513-75 thru 513-77	513-75 thru 513-78.1
<input type="checkbox"/>	515-7 thru 515-8.1	515-7 thru 515-8.1
<input type="checkbox"/>	515-107 thru 515-115	515-107 thru 515-116.5
<input type="checkbox"/>	515-205 thru 515-212.1	515-205 thru 515-212.1
<input type="checkbox"/>	515-339	515-339
<input type="checkbox"/>	515-369 thru 515-371	515-369 thru 515-371
<input type="checkbox"/>	517-15 thru 517-17	517-15 thru 517-18.1

VOLUME 46

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	520-17 thru 520-22.1	520-17 thru 520-22.1
<input type="checkbox"/>	520-31	520-31 thru 520-32.1
<input type="checkbox"/>	520-59	520-59 thru 520-60.1
<input type="checkbox"/>	526-9.	526-9
<input type="checkbox"/>	526-111 thru 526-119	526-111 thru 526-120.1
<input type="checkbox"/>	526-167 thru 526-171	526-167 thru 526-171
<input type="checkbox"/>	528-15	528-15 thru 528-16.1
<input type="checkbox"/>	529-11 thru 529-20.1	529-11 thru 529-20.1
<input type="checkbox"/>	531-21	531-21 thru 531-22.1
<input type="checkbox"/>	531-37 thru 531-48.9	531-37 thru 531-48.10(13)
<input type="checkbox"/>	531-75 thru 531-76.23.	531-75 thru 531-76.25
<input type="checkbox"/>	533-19	533-19 thru 533-20.1

**Check
As
Done**

*Remove Old
Pages Numbered*

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Pages Numbered*

VOLUME 47

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	537-3.	537-3 thru 537-4.1
<input type="checkbox"/>	537-26.1 thru 537-39	537-27 thru 537-40.1
<input type="checkbox"/>	537-59 thru 537-73	537-59 thru 537-74.1
<input type="checkbox"/>	537-125 thru 537-131	537-125 thru 537-132.1
<input type="checkbox"/>	537-153 thru 537-154.1	537-153 thru 537-154.1
<input type="checkbox"/>	537-175	537-175
<input type="checkbox"/>	537-195	537-195
<input type="checkbox"/>	537-205 thru 537-215	537-205 thru 537-215
<input type="checkbox"/>	537-231 thru 537-233	537-231 thru 537-233
<input type="checkbox"/>	540-27 thru 540-29	540-27 thru 540-29
<input type="checkbox"/>	540-46.1 thru 540-56.1	540-47 thru 540-56.1
<input type="checkbox"/>	540-101 thru 540-124.1	540-101 thru 540-123
<input type="checkbox"/>	540-193	540-193 thru 540-194.1
<input type="checkbox"/>	540-207	540-207 thru 540-208.1
<input type="checkbox"/>	540-219	540-219
<input type="checkbox"/>	540-248.1 thru 540-252.1	540-249 thru 540-252.1

VOLUME 48

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	555-10.1 thru 555-11	555-11 thru 555-12.1
<input type="checkbox"/>	555-75 thru 555-77	555-75 thru 555-77
<input type="checkbox"/>	555-107 thru 555-129	555-107 thru 555-130.3
<input type="checkbox"/>	555-141 thru 555-148.6(1)	555-141 thru 555-148.6(3)
<input type="checkbox"/>	555-217 thru 555-219	555-217 thru 555-220.1
<input type="checkbox"/>	555-228.7 thru 555-228.13.	555-228.7 thru 555-228.14(1)

VOLUME 49

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	565-33	565-33 thru 565-34.1
<input type="checkbox"/>	565-44.1 thru 565-44.7	565-44.1 thru 565-44.7
<input type="checkbox"/>	565-57	565-57 thru 565-58.1
<input type="checkbox"/>	565-65 thru 565-66.1	565-65 thru 565-66.1
<input type="checkbox"/>	565-163	565-163

**Check
As
Done**

*Remove Old
Pages Numbered*

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Pages Numbered*

VOLUME 50

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	568-26.1 thru 568-32.1	568-27 thru 568-32.1
<input type="checkbox"/>	568-53	568-53 thru 568-54.1
<input type="checkbox"/>	569-3 thru 569-4.1	569-3 thru 569-4.1
<input type="checkbox"/>	569-17 thru 569-21	569-17 thru 569-22.1
<input type="checkbox"/>	569-39 thru 569-45	569-39 thru 569-46.1
<input type="checkbox"/>	569-55 thru 569-57	569-55 thru 569-57
<input type="checkbox"/>	569-73	569-73

VOLUME 52

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	I-5 thru I-10.1.	I-5 thru I-10.1
<input type="checkbox"/>	I-233 thru I-239.	I-233 thru I-240.1
<input type="checkbox"/>	I-299 thru I-303.	I-299 thru I-303
<input type="checkbox"/>	I-421 thru I-441.	I-421 thru I-442.1
<input type="checkbox"/>	I-591 thru I-611.	I-591 thru I-612.1
<input type="checkbox"/>	I-651 thru I-654.1	I-651 thru I-654.1
<input type="checkbox"/>	I-791 thru I-801.	I-791 thru I-802.1
<input type="checkbox"/>	I-813 thru I-818.1	I-813 thru I-818.1
<input type="checkbox"/>	I-893 thru I-901.	I-893 thru I-902.1

VOLUME 53

Revision

<input type="checkbox"/>	Title page thru I-985	Title page thru I-986.3
<input type="checkbox"/>	I-1045 thru I-1057.	I-1045 thru I-1058.1
<input type="checkbox"/>	I-1167 thru I-1186.1	I-1167 thru I-1186.1
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<input type="checkbox"/>	I-1303 thru I-1308.1	I-1303 thru I-1308.1
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<input type="checkbox"/>	I-1403 thru I-1426.1	I-1403 thru I-1426.1
<input type="checkbox"/>	I-1441 thru I-1466.1	I-1441 thru I-1466.1
<input type="checkbox"/>	I-1517 thru I-1529.	I-1517 thru I-1530.1
<input type="checkbox"/>	I-1575 thru I-1589.	I-1575 thru I-1590.1
<input type="checkbox"/>	I-1635 thru I-1645.	I-1635 thru I-1646.1
<input type="checkbox"/>	I-1719 thru I-1723.	I-1719 thru I-1724.1

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