PUBLICATION UPDATE

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California Forms of Pleading and Practice Annotated

Publication 181 Release 211 March 2016

HIGHLIGHTS

- **Demurrers—New Meet and Confer Requirement.** New for 2016, amended Code Civ. Proc. § 430.41 now requires before filing a demurrer, the demurring party must meet and confer in person or by telephone with the party who filed the pleading that is subject to demurrer, and a party may amend its pleading once without leave of the court at any time before the answer or demurrer is filed.
- **Summary Judgment—Ruling on Objections to Evidence.** Amended Code Civ. Proc. § 437c(q) now provides that in granting or denying a motion for summary judgment or summary adjudication, the court need rule only on objections to evidence it deems material to its disposition of the motion; and objections to evidence that are not ruled on for purposes of the motion are preserved for appellate review.
- **2016 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 and regulations effective January 1, 2016, as well as the January 1, 2016 changes to the Rules of Court and Judicial Council Forms. 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
- Civil Procedure
- Civil Rights
- Contracts and Commercial Law
- Corporations and Business Entities
- Costs and Attorney's Fees
- Discovery
- Injunctions and Other Provisional Remedies
- Insurance
- Judgments, Enforcement, and Debt Collection

- Public Administrative Law
- Real Estate
- Schools
- Torts
- Unfair Competition

Periodical Identification Statement (ID Statement): CALIFORNIA FORMS OF PLEADING & PRACTICE ANNOTATED (USPS 005–571) is published five times a year (Mar., May, July, Aug., Dec.) for $3,424.00 by Matthew Bender & Co. Inc. 1275 Broadway, Albany, N.Y. 12204–2694. Periodical postage is paid at Albany, N.Y., and at additional mailing offices. POSTMASTER: Send address changes to CALIFORNIA FORMS OF PLEADING & PRACTICE ANNOTATED, 136 Carlin Rd. Conklin, N.Y. 13748–1531.

Release 211 of California Forms of Pleading and Practice Annotated updates the publication in many areas noted in more detail below.

ALTERNATIVE DISPUTE RESOLUTION

Contractual Arbitration—Choice of Law Clause Not Excluding FAA. *Brinkley v. Monterey Fin. Servs., Inc.,* 2015 Cal. App. LEXIS 1029 holds that unless a choice of law clause, which ordinarily chooses between the law of applicable state jurisdictions, indicates an express intention to exclude applicability of federal law, the clause does not exclude application of the Federal Arbitration Act. See Ch. 32, *Contractual Arbitration: Agreements and Compelling Arbitration*, § 32.21[2].

Contractual Arbitration—Exemption from Federal Arbitration Act. *Performance Team Freight Sys., Inc. v. Aleman* (2015) 241 Cal. App. 4th 1233 holds that the operation of 9 U.S.C.S. § 2 does require the existence of an employment contract, so that independent contractors are not exempt from the FAA under 9 U.S.C.S. § 2. See Ch. 32, *Contractual Arbitration: Agreements and Compelling Arbitration*, § 32.21[3][d][ii].

Contractual Arbitration—Federal Preemption. Sakkab v. Luxottica Retail N. Am., Inc. (9th Cir. 2015) 803 F.3d 425 holds that the language in 9 U.S.C.S. § 2 to the effect that Federal Arbitration Act applies to arbitration clauses that are applicable to "a controversy thereafter arising out of such contract or transaction" or "an existing controversy arising out of such a contract" does not include qui tam actions under the Private Attorney General Act, Lab. Code §§ 2699, 2699.3, because they do not arise under the arbitration agreement. See Ch. 32, *Contractual Arbitration: Agreements and Compelling Arbitration*, § 32.22[3][a][iii].

Contractual Arbitration—Delegation Clause. *Brennan v. Opus Bank* (9th Cir. 2015) 796 F.3d 1125 holds that incorporation of the American Arbitration Association rules in an arbitration agreement subject to the Federal Arbitration Act constitutes clear and unmistakable evidence that sophisticated contracting parties agreed to arbitrate arbitrability. See Ch. 32, *Contractual Arbitration: Agreements and Compelling Arbitration*, § 32.24[3][a].

Contractual Arbitration—Enforcement Against Nonsignatory. *UFCW & Emp'rs Benefit Trust v. Sutter Health* (2015) 241 Cal. App. 4th 909 holds that whether an arbitration agreement is operative against a nonsignatory is a question of law reviewed de novo. See Ch. 32, *Contractual Arbitration: Agreements and Compelling Arbitration*, § 32.24[5][a][v].

Contractual Arbitration—Agreement Not Unenforceable as Unconscionable. *Sanchez v. Valencia Holding Co., LLC*

(2015) 61 Cal. 4th 899 holds that California unconscionability analysis applied to the provisions of an automobile sales agreement subject to the Federal Arbitration Act did not render the arbitration clause unenforceable, because an appeal threshold, appellee's obligation to pay appellate arbitration fees upfront, and exemption of repossession from arbitration were only somewhat procedurally unconscionable, and not substantively unconscionable. See Ch. 32, *Contractual Arbitration: Agreements and Compelling Arbitration*, § 32.25[2][c].

Contractual Arbitration—Agreement Permeated by Unconscionability. *Carlson v. Home Team Pest Defense, Inc.* (2015) 239 Cal. App. 4th 619 holds that an arbitration agreement subject to the Federal Arbitration Act was not enforceable, because it was permeated by unconscionability and the multiple unconscionable provisions could not be severed. See Ch. 32, *Contractual Arbitration: Agreements and Compelling Arbitration*, § 32.25[2][f].

Contractual Arbitration—*Gentry* Still Valid Under California Arbitration Act. *Garrido v. Air Liquide Indus. U.S. LP* (2015) 241 Cal. App. 4th 833 holds that class action waiver in an arbitration agreement not subject to the Federal Arbitration Act is still subject under California law to being found unenforceable under *Gentry v. Superior Court (Circuit City Stores, Inc.)* (2007) 42 Cal. 4th 443 if it does not vindicate employee's unwaivable statutory rights. See Ch. 32, *Contractual Arbitration: Agreements and Compelling Arbitration*, § 32.32[2][c][iii].

Contractual Arbitration—Limitation on Motion to Compel. *SEIU United Healthcare Workers-W. v. Los Robles Reg'l Med. Ctr.* (9th Cir. 2015) 2015 U.S. App. LEXIS 20983 holds that a petition to compel arbitration under the Labor Management Relations Act, 29 U.S.C.S. § 185, is subject to a six-month statute of limitation and a covenant of good faith performance. See Ch. 32, *Contractual Arbitration: Agreements and Compelling Arbitration*, § 32.40[2][c].

Contractual Arbitration—Review. *Miranda v. Anderson Enters., Inc.* (2015) 241 Cal. App. 4th 196 holds that death knell doctrine applies to allow appeal of an order compelling arbitration of claims under Private Attorney General Act, Lab. Code § 2699 that effectively terminate the judicial consideration of those non-class representative claims, in accordance with the doctrine's requirements that (1) the trial-court order amounts to a de facto final judgment for absent plaintiffs, and (2) viable but perhaps de minimis individual plaintiff claims persist, creating a risk no formal final judgment will ever be entered. See Ch. 32, *Contractual Arbitration: Agreements and Compelling Arbitration*, § 32.44[2][a][ii].

Judicial Arbitration—Electronic Service. Cal. Rules of Ct., Rule 3.823, has been amended to allow "delivery" of a document or notice to also be accomplished by electronic means under Code Civ. Proc. § 1010.6 and Cal. Rules of Ct., Rule 2.251, in which case the times prescribed for delivery of documents, notices, and demands are increased by two days. See Ch. 36, *Judicial Arbitration*, § 36.29[2][e].

APPEALS

Updated Rules and Forms. This release includes the updated California Rules of Court which are effective January 1, 2016. This release also includes updated forms, effective January 1, 2016, including APP-003, Appellant's Notice Designating Record on Appeal (Unlimited Civil Case), APP-010, Respondent's Notice Designat-

ing Record on Appeal (Unlimited Civil Case), APP-013, Memorandum of Costs on Appeal, APP-103, Notice Designating Record on Appeal (Limited Civil Case), APP-110, Respondent's Notice Designating Record on Appeal (Limited Civil Case), APP-151, Petition for Writ (Misdemeanor, Infraction, or Limited Civil Case).

Departure from Stare Decisis. In *Radin v. Jewish National Fund* (2015) 61 Cal. 4th 871, the California Supreme Court held that precedent will not be followed if the interest in ensuring certainty, predictability, and stability has been undermined by the inconsistent application of the prior law. See Ch. 41, *Appeal: Review Standards and Appellate Rules of Law*, § 41.31[1].

Appeal of Cost Award. In *Green v. County of Riverside* (2015) 238 Cal. App. 4th 1363, the court of appeal held that a cost award that is incidental to a judgment may be challenged on an appeal from the judgment even though the amount of costs was filled in on the judgment after the notice of appeal was filed. See Ch. 42, *Appeal: Notice of Appeal*, § 42.11[2][a][ii].

Nonparty Standing to Seek Extraordinary Writ. *In League of California Cities v. Superior Court* (2015) 241 Cal. App. 4th 976, the court of appeal held that one who petitions for an extraordinary writ need not have been a party to the action below if the one seeking relief demonstrates a beneficial interest in the litigation or is affected by the outcome. See Ch. 358, *Mandate and Prohibition*, § 358.31[3][a].

CIVIL PROCEDURE

Affidavits—Who May Take Affidavit. A former judge or justice of a court of record in this state who retired or resigned from office shall have the power to administer oaths and affirmations under conditions set forth in Code of Civ. Proc. § 2093(c)(1). See Ch. 15, *Affidavits, Declarations and Certificates*, § 15.15.

Amended Pleadings—Amendments of Course. The time in which the adverse party must respond to the amended pleading is computed from the date of service of the amended pleading [Code Civ. Proc. § 472(a). See Ch. 21, *Amended Pleadings*, § 21.12.

Amended Pleadings—Time to Amend. Subject to the limitations imposed by Code of Civ. Proc. § 430.41(e), if a demurrer is sustained, the court may grant leave to amend the pleading upon any terms as may be just and shall fix the time within which the amendment or amended pleading shall be filed [Cal. Code Civ. Proc. § 472a(c)]. See Ch. 21, *Amended Pleadings*, § 21.17[1][b].

Amended Pleadings—Method. A party may amend the complaint, cross-complaint, or answer after the date for filing an opposition to the demurrer, upon stipulation by the parties. The time for responding to an amended pleading shall be computed from the date of service of the amended pleading [Code Civ. Proc. § 472(a); Cal. Rules of Ct., Rule 3.1324]. See Ch. 21, *Amended Pleadings*, § 21.18.

Answers—Amended Pleading. When a complaint is amended "of course," the time within which the defendant must respond is computed from the date of service of the amended pleading [Code Civ. Proc. § 472(a)]. See Ch. 26, *Answers*, § 26.13[2].

Anti-SLAPP—Protected Conduct. *Collier v. Harris* (2015) 240 Cal. App. 4th 41 holds to be protected by the anti-SLAPP statute, the conduct on which the challenged claims are based does not have to constitute free speech. Rather, the conduct need only help to advance or assist a person in the exercise of free speech rights. See Ch. 376, *Motions to Strike: Anti-SLAPP,* § 376.14[1].

Anti-SLAPP—Threshold Issue/Public Interest Exemption. *San Diegans for Open Government v. Har Construction, Inc.* (2015) 240 Cal. App. 4th 611 and *The Inland Oversight Committee v. County of San Bernardino* (2015) 239 Cal. App. 4th 671 both hold that a claim that the public interest exemption applies is a threshold issue that must be addressed before considering an anti-SLAPP motion. See Ch. 376, *Motions to Strike: Anti-SLAPP,* § 376.14[1].

Anti-SLAPP—Appeal. *Hewlett-Packard Co. v. Oracle Corp.* (2015) 239 Cal. App. 4th 1174 holds if an anti-SLAPP order strikes the entire complaint, it effects a judgment of dismissal, which is appealable in its own right. See Ch. 376, *Motions to Strike: Anti-SLAPP,* § 376.21.

Complaints—Papers. Unless the context clearly provides otherwise, "papers" need not be in a tangible or physical form but may be in an electronic form. See Ch. 123, *Complaints and Cross-Complaints*, § 123.11[2].

Continuances—Absent Witness or Evidence. *Chavez v. 24 Hour Fitness USA, Inc.* (2015) 238 Cal. App. 4th 632 holds Code Civ. Proc. § 437c(h) expressly contemplates the filing of continuance requests at any time on or before the date the opposition response to a summary judgment motion is due. While the requesting party's lack of diligence is relevant to the inquiry, where the delay was not entirely caused by plaintiffs, it cannot be said that the lack of diligence justifies the denial of plaintiffs' request for a continuance. See Ch. 136, *Continuances*, § 136.45[1][a].

Continuances—Absent Witness or Evidence. *Granadino v. Wells Fargo Bank* (2015) 236 Cal. App. 4th 411 holds a declaration that did not explain why appellants believed the facts they sought through the depositions actually existed, why these facts were essential to oppose a summary judgment motion, and why a deposition had not been taken in the two years since the complaint was filed, and simply concluded that "additional information and testimony is still required in order to adequately respond to Defendant's Motion" was held to be insufficient to support a third continuance. See Ch. 136, *Continuances*, § 136.45[1][b].

Continuances—Good Cause. *Chavez v. 24 Hour Fitness USA, Inc.* (2015) 238 Cal. App. 4th 632 holds even absent a sufficient declaration, the court must determine whether the party requesting the continuance has nonetheless established good cause therefor. See Ch. 136, *Continuances,* § 136.45[3][a].

Defaults—Punitive Damages—Statement Preserving Right to Punitive Damages. *Behm v. Clear View Technologies* (2015) 241 Cal. App. 4th 1 holds the statement of damages must be served within a reasonable period of time before a default is taken, and by not filing a statement of punitive damages until after the hearing on the order terminating sanctions (and the trial court adopted its tentative ruling), plaintiff had effectively deprived defendant of notice of the full potential consequences of foregoing its last chance to change its course of noncompliance and nonopposition. See Ch. 205, *Defaults and Default Judgments*, § 205.23[2][b][ii].

Defaults—Preparing Request for Entry of Default. The memorandum of costs must be verified by a statement of the party, attorney, or agent that to the best of his or her knowledge the items of cost are correct and were necessarily incurred in the case [Cal. Rules of Court, Rule 3.1700(a)(1)]. See Ch. 205, *Defaults and Default Judgments,* § 205.25[4].

Defaults—Entry of Default and Default Judgment. *Even Zohar Constr. & Remodeling v. Bellaire Townhouses* (2015) 61 Cal. 4th 830 holds Code Civ. Proc. §§ 473(b) and 1008 do not conflict. Nothing in the language or legislative history of those statutes suggests the Legislature has ever understood that motions for relief from default under § 473(b) are exempt from the requirements generally applicable to renewed motions pursuant to § 1008. See Ch. 205, *Defaults and Default Judgments,* § 205.64[2][b].

Defaults—Amount Demanded in Complaint. Rodriguez v. Cho (2015) 236 Cal. App. 4th 742 holds the court could award only that amount of damages set forth in the complaint, not the amount demanded in the statement of damages. See Ch. 205, *Defaults and Default Judgments,* § 205.64[5][a].

Demurrer—New Meet and Confer Requirement. New for 2016, amended Code Civ. Proc. § 430.41 now requires before filing a demurrer, the demurring party must meet and confer in person or by telephone with the party who filed the pleading that is subject to demurrer for the purpose of determining whether an agreement can be reached that would resolve the objections to be raised in the demurrer; and a declaration to that effect must be included with the filing of a demurrer. See Ch. 206, *Demurrers and Motions for Judgment on the Pleadings*, §§ 206.13A, 206.19[6].

Demurrer—Amendment of Pleading. Amended Code Civ. Proc. § 430.41 now requires a party may amend its pleading once without leave of the court at any time before the answer or demurrer is filed, or after a demurrer is filed but before the demurrer is heard if the amended complaint, cross-complaint, or answer is filed and served no later than the date for filing an opposition to the demurrer. See Ch. 206, *Demurrers and Motions for Judgment on the Pleadings*, § 206.24[1].

Personal Jurisdiction—Limited Jurisdiction. *Moncrief v. Clark* (2015) 238 Cal. App. 4th 1000 holds despite only making a single transaction with plaintiff, defendant was found to have personally availed himself of the benefits of California. See Ch. 323, *Jurisdiction: Personal Jurisdiction, Inconvenient Forum, and Appearances,* § 323.86[6][d][ii].

Personal Jurisdiction—Inconvenient Forum. *Auffret v. Capitales Tours, S.A.* (2015) 239 Cal. App. 4th 935 holds where it was unclear what procedural obstacles may be presented to the courts in the proposed alternative forum before they agree that the controversy may be heard there, and with no conclusive proof that the matter will be heard in that forum, the superior court's dismissal of the stay was not only premature but unreasonable. See Ch. 323, *Jurisdiction: Personal Jurisdiction, Inconvenient Forum, and Appearances,* § 323.102[6].

Personal Jurisdiction—Inconvenient Forum. *David v. Medtronic, Inc.* (2015) 237 Cal. App. 4th 734 holds the presence of a so-called "nominal defendant," over whom jurisdiction cannot be established in a proposed alternative forum, cannot prevent the remaining defendants from obtaining a forum non conveniens dismissal when, in the absence of the nominal defendant, the action can and should be pursued in the alternative forum. See Ch. 323, *Jurisdiction: Personal Jurisdiction, Inconvenient Forum, and Appearances,* § 323.102[7].

Subject Matter Jurisdiction—Concurrent Jurisdiction. In an action concerning a utility's minority enterprise diversity program, the court rejected the

utility's arguments that a superior court action would interfere with the PUC's regulatory authority. See Ch. 324, *Subject Matter Jurisdiction,* § 324.84[4][a].

Limitation of Actions—Determination of Applicable Statute—Dependent on Nature of Right on Which Suit Is Based. Regarding an action against an attorney for wrongful act or omission, other than fraud, the legislature enacted Code Civ. Proc. § 340.6(a), so that the applicable limitations period for such claims would turn on the conduct alleged and ultimately proven, not on the way the complaint was styled [*Lee v. Hanley* (2015) 61 Cal. 4th 1225]. See Ch. 345, *Limitation of Actions,* § 345.43[10][a].

Determination of Applicable Statute—Effect on Individual Actions of Denial of Class Action Certification. Where class action certification was not denied based on a reason that would be applicable to a subsequent action, or where it was not addressed at all, American Pipe tolling of the class claims should apply. Falk v. Children's Hospital Los Angeles (2015) 237 Cal. App. 4th 1454, 1465, 188 Cal. Rptr. 3d 686. See Ch. 345, *Limitation of Actions,* § 345.43[12].

Limited Civil Case—Prepared Testimony in Limited Civil Case. In *Sierra Managed Asset Plan, LLC v. Hale* (2015) 240 Cal. App. 4th Supp. 1, the appellate division of the superior court held that a failure to comply with the statutory requirements for the use of prepared testimony is rendered moot, and the testimonial declaration may be received in evidence, if the declarant attends the trial and is subject to cross-examination concerning the contents of the declaration. See Ch. 345A, *Limited Civil Cases*, § 345A.18.

Motion to Reconsider—Jurisdiction. *Pinela v. Neiman-Marcus Group, Inc.* (2015) 238 Cal. App. 4th 227 holds a trial court had jurisdiction to reconsider an order compelling arbitration, where, although as general matter that granting of stay pending arbitration places proceedings before trial court in a twilight zone of abatement, the stay did not affect ouster of judicial power vested in trial court by state Constitution, and where trial court had authority to revisit interim rulings sua sponte whenever and for whatever reasons judge deemed appropriate. See Ch. 374, *Motions to Reconsider and Renewed Motions*, § 374.43[4].

Newspaper—General Circulation. In *Davis v. Sentinel Weekly News (In re Establishment of Press-Enter. as Newspaper of Gen. Circulation)* (2015) 236 Cal. App. 4th 757, the court of appeal held that a newspaper of general circulation in a given county prior to 1923 does not qualify as a newspaper of general circulation for a city incorporated after 1923 within that county unless the city includes the formerly unincorporated area in which the newspaper was printed or produced. See Ch. 386, *Newspapers*, § 386.13.

Parties—Standing. *In League of California Cities v. Superior Court* (2015) 241 Cal. App. 4th 976, the court of appeal held that one who petitions for an extraordinary writ need not have been a party to the action below if the one seeking relief demonstrates a beneficial interest in the litigation or is affected by the outcome. See Ch. 395, *Parties*, § 395.12[2].

Prayers—Defaults. Behm v. Clear View Technologies (2015) 241 Cal. App. 4th 1 holds a default judgment greater than the amount specifically demanded is void as beyond the court's jurisdiction; and courts have applied this principle even to those prayers for relief requesting damages in excess of a specific amount. See Ch. 420,

Prayers, § 420.16[16][1].

Res Judicata—Identical Issues Previously Litigated. *DKN Holdings LLC v. Faeber* (2015) 61 Cal. 4th 813 holds where three lessees were jointly and severally liable on lease of commercial property, lessor had separate claims against each lessee and could pursue claims in separate actions so long as obligation was not fully satisfied, where joint and several liability did not implicate primary rights doctrine. See Ch. 491, *Res Judicata,* § 491.42[5][c].

Severance—Forum Non Conveniens. *David v. Medtronic, Inc.* (2015) 237 Cal. App. 4th 734 holds presence of a nominal defendant cannot defeat a *forum non conveniens* dismissal that should otherwise be granted. See Ch. 125, *Consolidation, Severance and Coordination of Action,* § 125.62[2].

Small Claims—Writ Review. New California Rules of Court, Rules 8.970 et seq., along with new California Judicial Council Forms SC-300 and SC-300-INFO, govern writ review of small claims court proceedings other than postjudgment enforcement orders. See Ch. 526, *Small Claims*, §§ 526.95[1], 526.177, 526.178.

Summary Judgment—Equitable Relief. *People ex rel. Feuer v. Superior (Cahuenga's the Spot)* (2015) 234 Cal. App. 4th 1360 holds nothing in the history or current text of the summary judgment statute suggests that equitable remedies (*e.g.*, issuance of a permanent injunction) must be determined at the hearing on a motion for summary judgment. See Ch. 537, *Summary Judgment*, § 537.18A.

Summary Judgment—Successive or Repetitive Motions. *Marshall v. County of San Diego* (2015) 238 Cal. App. 4th 1095 holds the text of Code Civ. Proc. § 437c(f)(2) restricts only a party's ability to file a motion. It does not restrict a court's inherent authority in any manner; and a trial court may allow a party to file successive or repetitive motions for summary judgment or summary adjudication supported by evidence that was not presented in connection with a prior motion. See Ch. 537, *Summary Judgment*, § 537.34[3].

Summary Judgment—Entry of Judgment. *People ex rel. Feuer v. Superior (Cahuenga's the Spot)* (2015) 234 Cal. App. 4th 1360 holds the summary judgment statute clearly requires that judgment be entered at some point; however, none of its subsections states expressly when that is to occur. See Ch. 537, *Summary Judgment*, § 537.42.

Summary Judgment—Ruling on Objections to Evidence. Amended Code Civ. Proc. § 437c(q) now provides that in granting or denying a motion for summary judgment or summary adjudication, the court need rule only on objections to evidence it deems material to its disposition of the motion. Objections to evidence that are not ruled on for purposes of the motion are preserved for appellate review. See Ch. 537, *Summary Judgment*, § 537.25[4][d].

Summary Adjudication—Not Completely Disposing of Cause of Action. Amended Code Civ. Proc. § 437c(t) now provides before filing a motion for summary adjudication that does not completely dispose of a cause of action, affirmative defense, or issue of duty, the parties whose claims or defenses are put at issue by the motion must submit to the court both of the following: 1) a joint stipulation stating the issue or issues to be adjudicated, and 2) a declaration from each stipulating party that the motion will further the interest of judicial economy by decreasing trial time or significantly increasing the likelihood of settlement. See Ch. 537, *Summary Judgment*, § 537.17[1A].

Trial Delay Reduction Act—Court Discretion. *Chavez v. 24 Hour Fitness USA, Inc.* (2015) 238 Cal. App. 4th 632 addresses the court's opposing responsibilities between a continuance request for the hearing of a summary judgment motion and the mandates of the Trial Court Delay Reduction Act. See Ch. 552, *Trial Court Delay Reduction,* § 552.31[4].

Vexatious Litigant—Forms. This chapter is updated with revised Judicial Council Forms, MC-700, Prefiling Order—Vexatious Litigant, and MC-704, Order on Application to Vacate Prefiling Order and Remove Plaintiff/Petitioner From Judicial Council Vexatious Litigant List. See Ch. 573, *Vexatious Litigants*, §§ 573.41, 573.46

CIVIL RIGHTS

Rules Requiring Delivery of Prescription Drugs Did Not Violate Free Exercise Clause. In *Stormans, Inc. v. Wiesman* (9th Cir. 2015) 794 F.3d 1064, the Ninth Circuit held that state administrative rules requiring timely delivery of all prescription medications by licensed pharmacies, even if the pharmacy owner had religious objection, but a permitting religiously objecting individual pharmacist to deny delivery so long as another pharmacist working for the pharmacy provided timely delivery, did not violate the Free Exercise clause. See Ch. 110, *Churches and Religious Organizations*, § 110.13[2][a].

Tribal Officers Not Entitled to Sovereign Immunity When Sued in Individual Capacities. In *Pistor v. Garcia* (9th Cir. 2015) 791 F.3d 1104, the Ninth Circuit held that Indian tribal officers could not assert tribal sovereign immunity when sued in their individual capacities for an assertedly unconstitutional detention and seizure of property at a casino owned and operated by the tribe on tribal land. They were sued in their individual rather than official capacities, as any recovery would run against the individual tribal defendants, rather than the tribe. See Ch. 113, *Civil Rights: The Post-Civil War Civil Rights Statutes,* § 113.14[4][a], 11[a][x].

Prosecutors Entitled to Immunity With Regard to Civil Forfeiture Proceedings. In *Torres v. Goddard* (9th Cir. 2015) 793 F.3d 1046, the Ninth Circuit held that a prosecutor conducting civil forfeiture proceedings, and the Attorney General overseeing him, as part of an effort to combat the proliferation of coyotes (who smuggle illegal aliens into the United States), to seize thousands of wire transfers they claimed were highly likely to be connected to criminal conduct, were entitled to immunity. However, the prosecutor and the Attorney General were entitled only to qualified immunity for the prosecutor's conduct in serving and executing seizure warrants, because seizure of property pursuant to a seizure warrant was the function of police officers, not prosecutors. See Ch. 113, *Civil Rights: The Post-Civil War Civil Rights Statutes,* § 113.14[11][a][iv].

Strike Under PLRA Properly Imposed Even Though Prisoner Paid Docket Fee. In *Belanus v. Clark* (9th Cir. 2015) 796 F.3d 1021, the Ninth Circuit found that after summarily dismissing the prisoner's complaint pursuant to pre-screening procedures set forth in the Prison Litigation Reform Act, the district court properly decided to count the dismissal as a strike against the prisoner for purposes of the Act, even though the prisoner had paid the docket fee. See Ch. 114, *Civil Rights: Prisoners' Rights,* § 114.28[7A].

Jury Instruction on Deference to Prison Authorities Error in Medical Care Case. In *Chess v. Dovey* (9th Cir. 2015) 790 F.3d 961, the Ninth Circuit held that in an Eighth Amendment medical care

case, it was error for the magistrate judge to give a jury instruction regarding deference to prison officials, because the inmate alleged that defendants denied him methadone solely because prison policy prohibited general population inmates from receiving that medication. See Ch. 114, *Civil Rights: Prisoners' Rights,* § 114.14[1][a].

Release From Prison Rendered RLUIPA Claims Moot. In *Jones v. Williams* (9th Cir. 2015) 791 F.3d 1023, the district court properly granted summary judgment to prison officials on a prisoner's RLUIPA claims as moot. After his release, he had been removed from the environment in which he was subjected to the alleged RLUIPA violations, and there was no evidence of continuing effects of the alleged violations on him and no reasonable expectation that defendants could violate his rights in the future. See Ch. 114, *Civil Rights: Prisoners' Rights,* § 114.20[2][b].

Jail Officials Not Entitled to Qualified Immunity for Attack on Pretrial Detainee by Other Pretrial Detainee. In *Castro v. County of Los Angeles* (9th Cir. 2015) 797 F.3d 654, the Ninth Circuit held that a jail officer and watch sergeant were not entitled to qualified immunity in and action for violation of the Fourth Amendment by a former pretrial detainee and jail inmate who was beaten by another inmate. See Ch. 114, *Civil Rights: Prisoners' Rights,* § 114.14[1][b].

Federal Statutes Criminalizing Sexual Assaults by Federal Inmates Held at Other Facilities Are Constitutional. In *United States v. Mujahid* (9th Cir. 2015) 799 F.3d 1228, the Ninth Circuit held that federal statutes criminalizing sexual assaults in facilities in which federal inmates are held by agreement with state and local governments [*see* 18 U.S.C. §§ 2241, 2242, 2244] were not facially unconstitutional. See Ch. 114, *Civil Rights: Prisoners' Rights,* § 114.14[1][b].

Denial of Service in Restaurant Stated Claim Under Unruh Act. In *Flowers v. Prasad* (2015) 238 Cal. App. 4th 930, 190 Cal. Rptr. 3d 33, an action for disability discrimination based on an alleged denial of service at defendants' restaurant due to one plaintiff's service dog, the trial court erred in concluding that plaintiffs could assert a claim under the Disabled Persons Act (DPA) [Civ. Code § 54 et seq.], but not under the Unruh Act. Denying a disabled person access to public accommodation due to that person's service dog constituted potential violation of the federal Americans with Disabilities Act (ADA), and a violation of ADA constituted a violation of Unruh Act. See Ch. 116, *Civil Rights: Discrimination in Business Establishments,* § 116.11[1][a].

Disparate Impact Claims Cognizable in Federal Fair Housing Act Cases. In *Texas Dept. of Housing & Community Affairs v. The Inclusive Communities Project, Inc.* (2015) ___ U.S. ___, 135 S. Ct. 2507, 192 L. Ed. 2d 514, the United States Supreme Court held that disparate-impact claims are cognizable under the federal Fair Housing Act. See Ch. 117, *Civil Rights: Housing Discrimination*, § 117.51[1].

No Constitutional Right of Autonomy Privacy to Have Physician Prescribe Lethal Dose of Drugs to Terminally Ill Patient. In *Donorovich-Odonnell v. Harris* (2015) 241 Cal. App. 4th 1118, the Court of Appeal held that Pen. Code § 401, which provides that every person who deliberately aids, or advises, or encourages another to commit suicide is guilty of a felony, was not unconstitutional "as applied" to physicians who prescribe lethal doses of drugs to terminally ill patients competent to make

medical decisions, in violation of the state constitutional right of autonomy privacy. See Ch. 429, *Privacy*, § 429.16[12][3].

CONTRACTS AND COMMERCIAL LAW

Uniform Fraudulent Transfer Act Superseded by New Version. The California version of the UFTA was superseded on January 1, 2016, by the Uniform Voidable Transactions Act (UVTA) as enacted by Stat. 2015, ch. 44. The UVTA makes a few substantive changes but generally carries forward the scheme of the UFTA. The new act applies to a right of action that accrued, or a transfer that was made, or an obligation that was incurred, on or after January 1, 2016, while the superseded UFTA (or preceding law) applies in earlier-arising cases [*see* Civ. Code § 3439.14]. Ch. 270, *Fraudulent Conveyances*, has been thoroughly revised accordingly.

Franchise Relations Act—Procedure for Transfer of Franchise. Stat. 2015, ch. 776, adds several provisions regulating the transfer of a franchise and the termination or nonrenewal of a franchise under the Franchise Relations Act. See Ch. 515, *Securities and Franchise Regulation*, §§ 515.83, 515.84[2], 515.85[8], 515.87[1].

Car Rental Contracts—Fees and Charges. Stat. 2015, ch. 333, amends Civ. Code § 1936 regarding how a rental car company may provide a quote and charge a customer based on that quote, including requirements for imposing additional mandatory charges. See Ch. 93, *Bailments*, § 93.106[1]–[3].

CORPORATIONS AND BUSINESS ENTITIES

Limited Liability Companies—Indemnification. Corp. Code § 17704.08(b) now provides that an LLC may provide indemnification to persons other than the manager of a manager-managed LLC or a member of a member-managed LLC as required by § 17704.08(a); and new Corp. Code § 17704.08(d) provides for indemnification of LLC officers, employees, or other agents [*see* Stats. 2015, ch. 775, § 8]. See Ch. 346, *Limited Liability Companies*, § 346.14[15], 346.173.

Nonprofit Corporations—Unruh Civil Rights Act Protections. Civ. Code § 51 (the Unruh Civil Rights Act) has been amended to extend the protections of the Act to persons regardless of citizenship, primary language, and immigration status, in addition to the other characteristics already listed in that Act [*see* Stats. 2015, ch. 282, § 1]. See Ch. 388, *Nonprofit Corporations*, §§ 388.17[5], [6], 388.159[4].

Nonprofit Corporations—Administrative Dissolution or Surrender. New Corp. Code § 5008.9 provides that nonprofit mutual benefit, public benefit, religious, or foreign corporations are subject to administrative dissolution or administrative surrender if their corporate powers have been suspended or forfeited by the Franchise Tax Board for not less than 48 continuous months [*see* Stats. 2015, ch. 363, § 1]. See Ch. 388, *Nonprofit Corporations*, § 388.13[6].

Cooperative Corporations—Worker Cooperatives. Corp. Code § 12000 et seq., formerly the Consumer Cooperative Corporation Law, has been renamed the "Cooperative Corporation Law." It now includes provisions governing worker or employment cooperatives [*see* Stats. 2015, ch. 192, §§ 1-25]. See Ch. 388, *Nonprofit Corporations*, § 388.168.

COSTS AND ATTORNEY'S FEES

Waivers of Court Fees in Decedents' Estates, Conservatorships, and Guardianships. This update includes new Judicial

Council forms regarding waivers of court fees in decedents' estates, conservatorships, and guardianships, pursuant to Cal. Rules of Ct., Rule 7.5(a), effective September 1, 2015. See Ch. 174, *Costs and Attorney's Fees*, § 174.322 et seq.

Code Civ. Proc. § 998 Offer by Multiple Defendants. In *Kahn v. The Dewey Group* (2015) 240 Cal. App. 4th 227, the court held that if multiple defendants jointly make an offer to settle, whether the offer exceeds the judgment can be determined only after comparing it to the judgments obtained against all the defendants. See Ch. 174, *Costs and Attorney's Fees*, § 174.17[2].

Necessity and Financial Burden of Private Enforcement Required for Fee Recovery. In *Summit Media LLC v. City of Los Angeles* (2015) 2015 Cal. App. LEXIS 783, the court held that the absence of a monetary award does not necessarily equal no financial benefits to a plaintiff for awarding fees under Code Civ. Proc. § 1021.5. See Ch. 174, *Costs and Attorney's Fees*, § 174.56[9][a].

DISCOVERY

Discovery: Papers Filed and Served Electronically. The discovery chapters have been updated with changes to the Cal Rules of Ct related to electronic filing. For example:

- Cal. Rules of Ct., Rule § 3.1300(a) requires that papers be filed and served in accordance with Code Civ. Proc. § 1005 and, when applicable, statutes and rules providing for electronic service. See Ch. 194, *Discovery: Interrogatories*, § 194.100[3]; Ch. 195, *Discovery: Inspection of Tangible Evidence*, § 195.65[2].
- Cal. Rules Ct., Rule 3.1300(e) provides that under Cal. Rules Ct., Rules 2.253(b)(7) (mandatory electronic filing) and 2.259(c) (documents received electronically after the close of business), a court may provide by local rule that a paper that is required to be filed electronically and that is received electronically by the court before midnight on a court day is deemed filed on that court day. See Ch. 193, *Discovery: Depositions*, § 193.223[3].

Discovery: Oral Deposition Notices. Code Civ. Proc. § 2025.220, updated by 2015 Stats., ch. 346, now requires that deposition notices for oral depositions include a statement disclosing the existence of a contractual relationship, if any is known to the noticing party, between the deposition officer or entity providing the services of the deposition officer and the party noticing the deposition or a third party who is financing all or part of the action, as specified. The deposition notice also must contain a statement disclosing that the party noticing the deposition, or a third party financing all or part of the action, directed his or her attorney to use a particular officer or entity to provide services for the deposition, if applicable. See Ch. 193, *Discovery: Depositions*, § 193.170[2].

Discovery: Request for Continuance Under Code Civ. Proc. § 437c(h). In *Chavez v. 24 Hour Fitness USA, Inc.* (2015) 238 Cal. App. 4th 632, the trial court erred in denying plaintiff's request for continuance to take key witness's deposition, even though plaintiff's request was made after defendant moved for summary judgment, because witness's testimony was essential to plaintiff's opposition and delay was not caused entirely by plaintiff. See Ch. 190, *Discovery: Scope, Regulation, and Timing,* § 190.64[1].

Discovery: Discovery: Limitations on Use of Sanctions. Untimely Motion to Compel Under Code Civ. Proc. § 2025.480(b). In *Rutledge v. Hewlett-Packard Co.* (2015) 238 Cal. App. 4th 1164, a class action brought by purchasers of notebook computers that were manufactured by Hewlett-Packard Company, the court of appeal declined to impose appellants' requested evidence sanctions—that the notebook power inverters were substantially certain to fail and HP had knowledge of this fact in January 2002. Punishment is not an appropriate aim of discovery sanctions, and these "sweeping" evidentiary conclusions would have provided a windfall to appellants relieving them of their burden of proving their theory of liability. See Ch. 192, *Discovery: Sanctions for Discovery Misuse*, § 192.11.

Discovery: Terminating Sanctions. In *Underwriters of Interest Subscribing to Policy Number A15274001 v. ProBuilders Specialty Ins. Co.* (2015) 241 Cal. App. 4th 721, the court of appeal held that a party may not seek to terminate a lawsuit by a summary judgment motion based on the opposing party's alleged failure to respond to discovery requests, rather than pursuing "terminating" sanctions for discovery violations contained in the Code of Civil Procedure. See Ch. 192, *Discovery: Sanctions for Discovery Misuse*, § 192.13[3][b].

Discovery: Mandatory Relief Under Code Civ. Proc. § 473(b). In *Behm v. Clear View Technologies* (2015) 241 Cal. App. 4th 1, the trial court did not err in denying mandatory relief under Code Civ. Proc. 473(b) (from dismissal or default judgment due to mistake, inadvertence, surprise, or excusable neglect based on attorney affidavit), because there was support for the court's determination that the attorney's affidavit of fault was not credible. See Ch. 192, *Discovery: Sanctions for Discovery Misuse*, § 192.13[3][c].

Discovery: Untimely Motion to Compel Under Code Civ. Proc. § 2025.480(b). In *Rutledge v. Hewlett-Packard Co.* (2015) 238 Cal. App. 4th 1164, the court of appeal affirmed that appellants' motion to compel was untimely under Code Civ. Proc. § 2025.480(b), and ordered reduced sanctions under Code Civ. Proc. § 2025.480(j). The court specifically noted that for a business record subpoena, the 60-day period during which a motion to compel must be filed begins to run when the deponent serves objections on the party. At the time the objections are served, the record of deposition is complete. The deadline is "mandatory." *See* Ch. 193, *Discovery: Depositions*, §§ 193.60[2], 193.172[2], 193.241[2].

INJUNCTIONS AND OTHER PROVISIONAL REMEDIES

Injunction Available Only When Reasonable Probability Acts Will Be Repeated. In *Cooper v. Bettinger* (2015) 242 Cal. App. 4th 77, the court of appeal held that generally, injunctive relief will be denied where, at the time of the order or judgment, no reasonable probability exists of the recurrence of the past acts. An injunction should not be granted as punishment for past acts where it is unlikely that they will recur. See Ch. 303, *Injunctions*, § 303.71.

INSURANCE

Cumis Counsel Fees. In *Hartford Cas. Ins. Co. v. J.R. Marketing, L.L.C.* (2015) 61 Cal. 4th 988, the California Supreme Court held that an insurer that initially refused to provide a defense and later was ordered to pay Cumis counsel's fees and expenses during the underlying trial could, after conclusion of the third-party action, could seek reimbursement from counsel for ex-

cessive fees. See Ch. 308, *Insurance*, § 308.118[2].

JUDGMENTS, ENFORCEMENT, AND DEBT COLLECTION

No Jurisdiction to Correct Judicial Error. In *Estate of Christopher B.* (2015) 240 Cal. App. 4th 809, the court held that a trial court retains jurisdiction to correct clerical error at any time, but it does not have jurisdiction to correct judicial error in an entered judgment. See Ch. 318, *Judgments*, § 318.72[2].

Relief From Default Judgment in Action by Debt Buyer. 2015 Cal Stats. ch. 804 adds a provision for seeking relief from a default judgment in an action brought by a debt buyer for identity theft and mistaken identity. See Ch. 489, *Relief from Judgments and Orders*, § 489.78.

Heightened Standards for Renewed Applications for Relief From Default. In *Even Zohar Construction & Remodeling, Inc. v. Bellaire Townhouses* (2015) 61 Cal. 4th 830, the California Supreme Court held that Code Civ. Proc. § 1008 governs renewed applications under Code Civ. Proc. § 473(b) for relief from default based on an attorney's sworn affidavit attesting to mistake, inadvertence, surprise, or neglect. See. Ch. 489, *Relief from Judgments and Orders*, § 489.56.

Statement of Damages Does Not Save Default in Breach of Contract Action. In *Dhawan v. Biring* (2015) 241 Cal. App. 4th 963, the court held that a statement of damages is ineffective if a case does not involve personal injury or wrongful death, and the default judgment does not include an award of punitive damages. See Ch. 489, *Relief from Judgments and Orders*, § 489.191[1].

Notice of Damages Before Default Entered. In *Warren v. Warren* (2015) 240 Cal. App. 4th 373, the court held that a plaintiff in an action for accounting need not give notice of damages before a defendant's default is entered; however, when a plaintiff knew what its damages were and the defendants did not have access to that information, notice must be given before default is entered. See Ch. 489, *Relief from Judgments and Orders*, § 489.191[2].

PUBLIC ADMINISTRATIVE LAW

Voice Recognition Television Privacy. Bus. & Prof. Code § 22948.20 provides a person or entity may not provide the operation of a voice recognition feature within California without prominently informing, during the initial setup or installation of a connected television, either the user or the person designated by the user to perform the initial setup or installation of the connected television. See Ch. 484, *Radio and Television,* § 484.21

Coding Event Does Not Trigger Welf. & Inst. Code § 10950 Hearing. In *Marquez v. Department of Health Care Services* (2015) 240 Cal. App. 4th 87, the court of appeal held that state hearings are reserved for agency actions that have an immediate, direct, and significant impact on the ability of a beneficiary to obtain a service provided by the agency. See Ch. 527, *Social Services*, § 527.32[1].

REAL ESTATE

Conservation Easements—Greenways. Stat. 2015, ch. 639, adds Civ. Code § 816.50 et seq. providing for the creation of "greenway" easements. A greenway is a pedestrian and bicycle corridor, or a nonmotorized-vehicle transportation corridor, or a recreational travel corridor, that is adjacent to an urban waterway and meets specified requirements [Civ. Code § 816.52(b)]. See Ch. 240, *Easements,* § 240.12[7].

Dedication-By Implication. *Scher v. Burke* (2015) 240 Cal. App. 4th 381 holds

that Civ. Code § 1009(b) bars all public use, not just recreational use, from developing into an implied public dedication. *See* Ch. 183, *Dedication*, § 183.11[4][a].

Unlawful Detainer Assistants-Registration. The registration requirements for unlawful detainer assistants have been revised. *See* Ch. 333, *Landlord and Tenant: Eviction Actions*, § 333.12[3][a].

Tenants and Foreclosure. The federal Protecting Tenants at Foreclosure Act of 2009 [Pub. L. No. 111-22, S. 896], which provided that an unexpired, bona fide residential lease survived nonjudicial foreclosure for the remainder of the lease term [Pub. L. No. 111-22, § 702(a) (2009)], expired on January 1, 2015. Accordingly, California statutory protections remain in place, but the federal protections expired. *See* Ch. 332, *Landlord and Tenant: The Tenacy*, § 332.20A.

Landlord and Tenant-Original Occupants. Mosser Cos. v. San Francisco Rent Stabilization & Arbitration Bd. (2015) 233 Cal. App. 4th 505 and T & A Drolapas & Sons, LP v. San Francisco Residential Rent Stabilization & Arbitration Bd. (2015) 238 Cal. App. 4th 646 hold that under the San Francisco Rent Stabilization ordinance, adult children were "original occupants" entitled to remain in the family apartment after their parents moved out. *See* Ch. 335, *Landlord and Tenant: Rent Control*, § 335.13[4].

Lis Pendens-Service of Notice. Carr v. Rosien (2015) 238 Cal. App. 4th 845 holds that the failure to mail a notice of lis pendens to the defendant's address as shown on the assessor's roll, regardless of whether the address is valid, renders the lis pendens void. *See* Ch. 348, *Lis Pendens*, § 348.17[1].

Mobilehome Parks-Disposal of Mobilehome. Mobilehome park management must take specific actions in disposing of uninhabitable mobilehomes after enforcement of a warehouse lien. *See* Ch. 369, *Mobilehomes and Mobilehome Parks*, § 369.31[12][b].

Mobilehome Parks-Sale of Mobilehome. Statutory provisions governing signage and open houses relating to the sale or rental of mobilehomes have been revised. *See* Ch. 369, *Mobilehomes and Mobilehome Parks*, § 369.31[1].

Home Foreclosure Crisis-Enforcement of Relief Provisions. Monterossa v. Superior Court (2015) 237 Cal. App. 4th 747 holds that a borrower who obtains a preliminary injunction enjoining the trustee's sale of his or her home is a "prevailing borrower" within the meaning of Civil Code § 2924.12(i) entitled to attorney's fees. *See* Ch. 555, *Trust Deeds and Real Property Mortgages*, § 555.51C[2][c].

SCHOOLS

Prejudicial Errors in Trial of Middle School Student Against School District Based on Sexual Abuse of Student by Teacher. In *S.M. v. Los Angeles Unified School Dist.* (2015) 240 Cal. App. 4th 543, 192 Cal. Rptr. 3d 769, a negligent supervision action by a middle school student against the school district based on sexual abuse by a teacher on and off campus for several months, the trial court erred prejudicially in modifying CACI 426 by requiring the student to prove that the teacher had dangerous propensity to sexually abuse minors, because the student was only required to prove the teacher had a potential to sexually abuse minors. See Ch. 513, *Schools: Student Rights and Responsibilities,* § 513.36[4].

TORTS

Applicability of Attorney Malpractice Limitations Period Clarified. In *Lee v. Hanley* (2015) 61 Cal. 4th 1225, the Cali-

fornia Supreme Court held that the attorney malpractice statute of limitations, Code Civ. Proc. § 340.6, applies to all claims the merits of which necessarily depend on proof that an attorney violated a professional obligation in the course of providing professional services. See Ch. 76, *Attorney Professional Liability,* § 76.170[1], and Ch. 357, *Malicious Prosecution and Abuse of Process,* § 357.26[1].

New Ten-Year Limitations Period for Certain Violent Injuries. Under new Code Civ. Proc. § 354.8, an action for assault, battery, or both, or wrongful death, is governed by a ten-year limitations period if the actionable misconduct also constitutes torture, genocide, a war crime, an attempted extrajudicial killing, or crimes against humanity, as defined. See Ch. 181, *Death and Survival Actions,* § 181.23[3].

University Not Liable for Violent Attack on Student. In *Regents of University of California v. Superior Court* (2015) 240 Cal. App. 4th 1296, the court of appeal held that there is no general duty of care to protect college students from third-party criminal conduct. See Ch. 380, *Negligence,* § 380.32[3][c][vi].

No Constitutional Right of Autonomy Privacy to Have Physician Prescribe Lethal Dose of Drugs to Terminally Ill Patient. In *Donorovich-Odonnell v. Harris* (2015) 241 Cal. App. 4th 1118, the Court of Appeal held that Pen. Code § 401, which provides that every person who deliberately aids, or advises, or encourages another to commit suicide is guilty of a felony, was not unconstitutional "as applied" to physicians who prescribe lethal doses of drugs to terminally ill patients competent to make medical decisions, in violation of the state constitutional right of autonomy privacy. See Ch. 429, *Privacy,* § 429.16[12][3].

Third Party's Misconduct Need Not be Caused by Dangerous Condition of Public Property. In *Cordova v. City of Los Angeles* (2015) 61 Cal. 4th 1099, the California Supreme Court held that if a plaintiff alleges that a dangerous condition on public property has caused injury in an accident that was precipitated by a third party's conduct, it is not necessary for establishing liability that the dangerous condition have been a cause of the third party's conduct. See Ch. 464, *Public Entities and Officers: California Government Claims Act,* § 464.81[6].

Restitution Provisions for Crime Victims Revised. Gov. Code § 13950 et seq. have been revised with multiple changes and additions, including now specifically allowing compensation for a victim who is a minor for emotional injury incurred as a direct result of the nonconsensual distribution of pictures or video of sexual conduct in which the minor appears. See Ch. 465, *Public Entities and Officers: Civil Claims Arising From Criminal Acts,* §§ 465.20–425.27.

UNFAIR COMPETITION

Misleading Advertising. *Rutledge v. Hewlett-Packard Co.* (2015) 238 Cal. App. 4th 1164 holds a cause of action for misleading advertising may also be predicated on a claim that defendant concealed or failed to disclose known facts about the quality of a product. See Ch. 565, *Unfair Competition,* § 565.31[6].

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VOLUME 1

Revision		
☐	Title page.	Title page
☐	xv thru xvii.	xv
☐	1-21 thru 1-25	1-21 thru 1-25
☐	1-815 thru 1-857	1-815 thru 1-873
☐	2-1 thru 2-105	2-1 thru 2-95
☐	3-59 thru 3-61	3-59 thru 3-61
☐	4-26.5	4-26.5 thru 4-26.7
☐	6-1 thru 6-3.	6-1 thru 6-3
☐	6-19 thru 6-21	6-19 thru 6-21
☐	8-19 thru 8-25	8-19 thru 8-25

VOLUME 2

Revision		
☐	Title page.	Title page
☐	13-1 thru 13-3	13-1 thru 13-3
☐	13-47 thru 13-51	13-47 thru 13-51
☐	14-13 thru 14-17	14-13 thru 14-17
☐	14-50.5 thru 14-51	14-51 thru 14-52.1
☐	14-89 thru 14-101.	14-89 thru 14-102.1
☐	14-117 thru 14-119	14-117 thru 14-119
☐	15-6.1 thru 15-7.	15-7 thru 15-8.1

VOLUME 3

Revision		
☐	Title page.	Title page
☐	18-37 thru 18-43	18-37 thru 18-43
☐	18-97 thru 18-100.1	18-97 thru 18-100.1
☐	21-15 thru 21-24.1	21-15 thru 21-24.1
☐	21-39.	21-39
☐	21-55 thru 21-57	21-55 thru 21-58.1
☐	21-65 thru 21-68.1	21-65 thru 21-68.1
☐	21-85.	21-85
☐	21-95 thru 21-99	21-95 thru 21-99
☐	22-11 thru 22-13	22-11 thru 22-13
☐	22-25.	22-25
☐	26-13 thru 26-17	26-13 thru 26-17

Check As Done	*Remove Old Pages Numbered*	*Insert New Pages Numbered*
☐	26-35 thru 26-43	26-35 thru 26-43
☐	26-53 thru 26-62.1	26-53 thru 26-61
☐	26APP-1	26APP-1 thru 26APP-2.1
☐	26APP-12.1 thru 26APP-39	26APP-13 thru 26APP-40.3

VOLUME 4

Revision

☐	Title page	Title page
☐	30-3	30-3
☐	30-49 thru 30-53	30-49 thru 30-53
☐	31-5	31-5
☐	31-27 thru 31-30.7	31-27 thru 31-30.7
☐	32-5 thru 32-21	32-5 thru 32-22.1
☐	32-43 thru 32-52.8(1)	32-43 thru 32-52.8(37)
☐	32-55 thru 32-56.1	32-55 thru 32-56.1
☐	32-65	32-65 thru 32-66.1
☐	32-87 thru 32-99	32-87 thru 32-100.1
☐	32-104.2(9) thru 32-104.2(13)	32-104.2(9) thru 32-104.2(15)
☐	32-104.15 thru 32-107	32-105 thru 32-108.43
☐	32-123 thru 32-124.1	32-123 thru 32-124.1
☐	33-53 thru 33-55	33-53 thru 33-56.1
☐	33-68.3	33-68.3
☐	34-56.2(1) thru 34-56.8(1)	34-56.3 thru 34-56.8(3)
☐	35-59 thru 35-61	35-59 thru 35-62.1
☐	36-21	36-21
☐	36-29	36-29
☐	36-67 thru 36-75	36-67 thru 36-75
☐	36-89 thru 36-91	36-89 thru 36-91
☐	36-103	36-103
☐	38-107	38-107

VOLUME 5

Revision

☐	Title page	Title page
☐	40-31 thru 40-37	40-31 thru 40-37
☐	40-48.1	40-48.1
☐	41-19 thru 41-27	41-19 thru 41-28.1
☐	41-45 thru 41-62.1	41-45 thru 41-62.1
☐	41-73 thru 41-97	41-73 thru 41-97
☐	42-13 thru 42-27	42-13 thru 42-28.1
☐	42-35 thru 42-70.17	42-35 thru 42-70.19
☐	44-25 thru 44-91	44-25 thru 44-92.1

Check As Done	*Remove Old Pages Numbered*	*Insert New Pages Numbered*
☐	44-105 thru 44-107	44-105 thru 44-107
☐	44-125 thru 44-138.5	44-125 thru 44-138.7
☐	44-183 thru 44-185	44-183 thru 44-185
☐	45-1 thru 45-39	45-1 thru 45-39
☐	46-1 thru 46-19	46-1 thru 46-19
☐	48-3 thru 48-29	48-3 thru 48-29
☐	48-49	48-49
☐	50-12.1 thru 50-101	50-13 thru 50-93
☐	50-111	50-111
☐	50-125 thru 50-129	50-125 thru 50-129
☐	51-17 thru 51-19	51-17 thru 51-20.1
☐	51-63 thru 51-72.1	51-63 thru 51-72.1
☐	52-1 thru 52-3	52-1 thru 52-3
☐	52-13 thru 52-31	52-13 thru 52-31
☐	53-3	53-3
☐	53-12.1 thru 53-27	53-13 thru 53-29
☐	53-39 thru 53-43	53-39 thru 53-43
☐	54-17 thru 54-19	54-17 thru 54-19
☐	54-29 thru 54-73	54-29 thru 54-69

VOLUME 6

Revision

☐	Title page	Title page
☐	59-50.14(3) thru 59-50.46(3)	59-50.15 thru 59-50.46(4)(o)
☐	60-35 thru 60-36.1	60-35 thru 60-36.1
☐	60-55	60-55
☐	61-15	61-15
☐	61-38.1 thru 61-38.3	61-38.1 thru 61-38.3

VOLUME 7

Revision

☐	Title page	Title page
☐	76-47	76-47
☐	76-77 thru 76-94.1	76-77 thru 76-94.1
☐	76-153 thru 76-157	76-153 thru 76-157
☐	76-211	76-211
☐	76-219 thru 76-221	76-219 thru 76-221
☐	77-3 thru 77-5	77-3 thru 77-5
☐	77-15 thru 77-17	77-15 thru 77-17
☐	77-35 thru 77-44.1	77-35 thru 77-43

Check As Done	*Remove Old Pages Numbered*	*Insert New Pages Numbered*

VOLUME 8

Revision

☐	Title page.	Title page
☐	88-21.	88-21
☐	89-42.9	89-42.9
☐	90-57 thru 90-59	90-57 thru 90-59
☐	91-48.1 thru 91-49	91-49
☐	92-23 thru 92-25	92-23 thru 92-25
☐	92-41 thru 92-52.1	92-41 thru 92-51
☐	92-85 thru 92-111	92-85 thru 92-109
☐	92-139 thru 92-143	92-139 thru 92-144.1

VOLUME 9

Revision

☐	Title page.	Title page
☐	93-3 thru 93-6.1.	93-3 thru 93-6.1
☐	93-29 thru 93-55	93-29 thru 93-53
☐	93-101 thru 93-105	93-101 thru 93-105
☐	94-24.1 thru 94-26.1.	94-25 thru 94-26.1
☐	94-55 thru 94-56.1	94-55 thru 94-56.1
☐	94-89 thru 94-90.1	94-89 thru 94-90.1
☐	95-91 thru 95-99	95-91 thru 95-100.1

VOLUME 10

Revision

☐	Title page.	Title page
☐	103-73 thru 103-74.1	103-73 thru 103-74.3
☐	107-21	107-21
☐	108-11 thru 108-29	108-11 thru 108-27
☐	108-147 thru 108-149	108-147

VOLUME 11

Revision

☐	Title page.	Title page
☐	109-23 thru 109-24.1	109-23 thru 109-24.1
☐	110-7 thru 110-11	110-7 thru 110-11
☐	110-19 thru 110-21	110-19 thru 110-22.1
☐	110-37 thru 110-52.7	110-37 thru 110-52.7
☐	112-41	112-41

Check As Done	*Remove Old Pages Numbered*	*Insert New Pages Numbered*
☐	113-20.1 thru 113-21	113-21 thru 113-22.1
☐	113-57 thru 113-62.3	113-57 thru 113-62.4(1)
☐	113-89	113-89 thru 113-90.1
☐	113-104.5 thru 113-110.12(8)(b)(i)	113-105 thru 113-110.12(8)(b)(v)
☐	113-110.31 thru 113-110.35	113-110.31 thru 113-110.36(1)
☐	114-2.1 thru 114-5.	114-3 thru 114-6.1
☐	114-21 thru 114-22.5	114-21 thru 114-22.7
☐	114-35 thru 114-45	114-35 thru 114-46.3
☐	114-58.1 thru 114-58.16(1).	114-58.1 thru 114-58.16(23)
☐	114-63 thru 114-64.1	114-63 thru 114-64.2(1)
☐	116-7 thru 116-25	116-7 thru 116-26.1
☐	116-51 thru 116-52.13	116-51 thru 116-52.14(5)
☐	116-65 thru 116-72.2(1)	116-65 thru 116-72.2(2)(a)
☐	116-87 thru 116-89	116-87 thru 116-89
☐	117-19	117-19 thru 117-20.1
☐	117-35	117-35
☐	117-59	117-59 thru 117-60.1
☐	117-85 thru 117-88.1	117-85 thru 117-88.3

VOLUME 12

Revision

☐	Title page.	Title page
☐	119-27	119-27
☐	121-3 thru 121-11	121-3 thru 121-11
☐	121-23 thru 121-27	121-23 thru 121-27
☐	121-61	121-61
☐	123-5 thru 123-17	123-5 thru 123-17
☐	123-59 thru 123-67	123-59 thru 123-67
☐	123-93	123-93
☐	125-9 thru 125-11	125-9 thru 125-11
☐	125-25	125-25
☐	125-37 thru 125-61	125-37 thru 125-61
☐	125-103 thru 125-111	125-103 thru 125-111

VOLUME 13

Revision

☐	Title page.	Title page
☐	127-20.1 thru 127-26.1	127-21 thru 127-26.1
☐	127-39 thru 127-50.5	127-39 thru 127-50.5
☐	127-100.1 thru 127-100.5	127-100.1 thru 127-100.7
☐	136-27 thru 136-29	136-27 thru 136-30.1
☐	140-20.1 thru 140-23	140-21 thru 140-24.1

Check As Done	*Remove Old Pages Numbered*	*Insert New Pages Numbered*
☐	140-82.1 thru 140-85	140-83 thru 140-85
☐	140-134.5 thru 140-134.9	140-134.5 thru 140-134.9
☐	140-146.1 thru 140-150.2(1)	140-147 thru 140-150.2(1)
☐	140-165 thru 140-166.5	140-165 thru 140-166.5
☐	140-199 thru 140-201	140-199 thru 140-201

VOLUME 14

Revision

☐	Title page.	Title page
☐	160-11	160-11 thru 160-12.1
☐	160-23	160-23 thru 160-24.1
☐	160-30.1 thru 160-37	160-31 thru 160-37
☐	160-51 thru 160-53	160-51 thru 160-53
☐	160-67 thru 160-69	160-67 thru 160-70.1
☐	161-47 thru 161-51	161-47 thru 161-51
☐	164-19 thru 164-31	164-19 thru 164-32.1
☐	165-65 thru 165-67	165-65 thru 165-67
☐	166-4.1 thru 166-13	166-5 thru 166-14.1
☐	166-47 thru 166-49	166-47 thru 166-49
☐	166-69 thru 166-81	166-69 thru 166-81
☐	167-17	167-17 thru 167-18.1
☐	168-7.	168-7
☐	168-27 thru 168-31	168-27 thru 168-29
☐	169-21 thru 169-25	169-21 thru 169-25
☐	171-11 thru 171-33	171-11 thru 171-33
☐	171-49	171-49 thru 171-50.1

VOLUME 15

Revision

☐	Title page.	Title page
☐	174-7.	174-7 thru 174-8.1
☐	174-21 thru 174-61	174-21 thru 174-62.1
☐	174-82.1 thru 174-83	174-83 thru 174-84.9
☐	174-99 thru 174-100.1	174-99 thru 174-100.1
☐	174-117 thru 174-146.1	174-117 thru 174-146.5
☐	174-177 thru 174-178.1	174-177 thru 174-178.1
☐	174-205	174-205 thru 174-206.1
☐	174-221 thru 174-257	174-221 thru 174-255
☐	174-311 thru 174-312.1	174-311 thru 174-312.1
☐	174-333 thru 174-355	174-333 thru 174-356.1
☐	174-365	174-365 thru 174-387
☐	177-27 thru 177-29	177-27 thru 177-29

Check As Done	*Remove Old Pages Numbered*	*Insert New Pages Numbered*
☐	177-39 thru 177-45	177-39 thru 177-46.1
☐	177-53 thru 177-54.1	177-53 thru 177-54.1
☐	177-91 thru 177-94.1	177-91 thru 177-94.1
☐	177-107 thru 177-108.1	177-107 thru 177-108.1
☐	177-187 thru 177-189	177-187 thru 177-189
☐	177-241 thru 177-255	177-241 thru 177-253
☐	181-2.1 thru 181-3	181-3
☐	181-25	181-25 thru 181-26.1
☐	181-35 thru 181-37	181-35 thru 181-38.1
☐	181-46.1	181-46.1
☐	182-21	182-21
☐	183-7 thru 183-11	183-7 thru 183-11
☐	184-1.	184-1 thru 184-2.1
☐	184-17	184-17 thru 184-18.1
☐	184-63	184-63
☐	184-105 thru 184-109	184-105 thru 184-109
☐	184-123	184-123

VOLUME 16

Revision		
☐	Title page.	Title page
☐	190-19 thru 190-20.1	190-19 thru 190-20.1
☐	190-27 thru 190-32.1	190-27 thru 190-32.1
☐	190-47 thru 190-50.1	190-47 thru 190-50.1
☐	191-31 thru 191-32.3	191-31 thru 191-32.3
☐	191-58.1 thru 191-58.3	191-58.1 thru 191-58.3
☐	191-81	191-81 thru 191-82.1
☐	191-93	191-93 thru 191-94.1
☐	191-103 thru 191-112.5	191-103 thru 191-112.5
☐	192-7 thru 192-8.1	192-7 thru 192-8.1
☐	192-19 thru 192-21	192-19 thru 192-22.1
☐	192-31 thru 192-36.1	192-31 thru 192-36.1
☐	193-49	193-49 thru 193-50.1
☐	193-81 thru 193-87	193-81 thru 193-88.1
☐	193-99	193-99 thru 193-100.1
☐	193-119 thru 193-121	193-119 thru 193-121
☐	193-137 thru 193-155	193-137 thru 193-155
☐	193-217 thru 193-219	193-217 thru 193-220.1
☐	194-103	194-103
☐	195-16.1 thru 195-17	195-17 thru 195-18.1
☐	195-59 thru 195-61	195-59 thru 195-61
☐	195-73 thru 195-75	195-73 thru 195-76.1
☐	200-29 thru 200-33	200-29 thru 200-35

Check As Done	*Remove Old Pages Numbered*	*Insert New Pages Numbered*

VOLUME 17

Revision

☐	Title page.	Title page
☐	205-19 thru 205-27	205-19 thru 205-27
☐	205-45 thru 205-50.1	205-45 thru 205-50.1
☐	205-63 thru 205-65	205-63 thru 205-65
☐	205-75	205-75
☐	206-1 thru 206-8.1	206-1 thru 206-8.1
☐	206-20.1 thru 206-21	206-21 thru 206-22.1
☐	206-37 thru 206-45	206-37 thru 206-46.1
☐	206-57 thru 206-67	206-57 thru 206-68.1
☐	206-85 thru 206-91	206-85 thru 206-92.1
☐	206-145 thru 206-153	206-145 thru 206-154.1
☐	206-179 thru 206-181	206-179 thru 206-181
☐	212-92.3 thru 212-95	212-93 thru 212-96.1
☐	213-45 thru 213-47	213-45 thru 213-47
☐	215-57	215-57

VOLUME 20

Revision

☐	Title page.	Title page
☐	240-1.	240-1
☐	240-21 thru 240-22.1	240-21 thru 240-22.1
☐	241-11	241-11
☐	241-21 thru 241-25	241-21 thru 241-25

VOLUME 21

Revision

☐	Title page.	Title page
☐	248-37 thru 248-38.1	248-37 thru 248-38.1
☐	253-19 thru 253-23	253-19 thru 253-21
☐	254-155 thru 254-156.1	254-155

VOLUME 22

Revision

☐	Title page.	Title page
☐	264-13 thru 264-15	264-13 thru 264-15
☐	266-17 thru 266-19	266-17 thru 266-19

Check As Done	*Remove Old Pages Numbered*	*Insert New Pages Numbered*

VOLUME 23

Revision

☐	Title page.	Title page
☐	270-1 thru 270-181	270-1 thru 270-155
☐	272-9.	272-9
☐	274-2.1 thru 274-5	274-3 thru 274-5
☐	274-33 thru 274-35	274-33 thru 274-35
☐	274-49 thru 274-55	274-49 thru 274-56.1
☐	274-69 thru 274-81	274-69 thru 274-81
☐	279-3 thru 279-5	279-3 thru 279-5

VOLUME 24

Revision

☐	Title page.	Title page
☐	291-7.	291-7 thru 291-8.1

VOLUME 25

Revision

☐	Title page.	Title page
☐	295-31 thru 295-33	295-31 thru 295-34.1
☐	295-61 thru 295-68.3	295-61 thru 295-68.5

VOLUME 26

Revision

☐	Title page.	Title page
☐	303-23 thru 303-24.1	303-23 thru 303-24.1
☐	303-33	303-33
☐	303-42.1 thru 303-45	303-43 thru 303-45
☐	303-58.1 thru 303-82.5	303-59 thru 303-82.3
☐	303-91 thru 303-100.1.	303-91 thru 303-100.1
☐	303-111 thru 303-135	303-111 thru 303-135
☐	303-165	303-165

VOLUME 27

Revision

☐	Title page.	Title page
☐	316-17 thru 316-23	316-17 thru 316-24.1

Check As Done	*Remove Old Pages Numbered*	*Insert New Pages Numbered*
☐	316-67	316-67
☐	317-27 thru 317-35	317-27 thru 317-35
☐	317-85	317-85 thru 317-86.1
☐	317-128.1 thru 317-131	317-129 thru 317-132.1
☐	318-31 thru 318-70.1	318-31 thru 318-67
☐	318-123 thru 318-125	318-123 thru 318-125
☐	318-134.1 thru 318-135	318-135 thru 318-136.1
☐	318-217	318-217
☐	318-233	318-233

VOLUME 28

Revision

☐	Title page.	Title page
☐	323-112.1.	323-112.1
☐	323-140.1.	323-140.1 thru 323-140.3
☐	324-75 thru 324-76.1	324-75 thru 324-76.1
☐	324-99 thru 324-101.	324-99 thru 324-102.1

VOLUME 29

Revision

☐	Title page.	Title page
☐	330-1 thru 330-7	330-1 thru 330-7
☐	331-5.	331-5 thru 331-6.1
☐	332-3 thru 332-4.1	332-3
☐	332-41 thru 332-45	332-41 thru 332-45
☐	332-61 thru 332-65	332-61 thru 332-66.1
☐	332-101 thru 332-114.3	332-101 thru 332-114.1
☐	333-7 thru 333-8.1	333-7 thru 333-8.1
☐	333-31 thru 333-39	333-31 thru 333-39
☐	333-53 thru 333-55	333-53 thru 333-56.1
☐	333-72.1 thru 333-75	333-73 thru 333-76.1
☐	333-87	333-87 thru 333-88.1
☐	333-101 thru 333-102.1	333-101 thru 333-102.1
☐	333-111 thru 333-113	333-111 thru 333-113
☐	334-1 thru 334-2.1	334-1
☐	334-21 thru 334-29	334-21 thru 334-29
☐	335-5 thru 335-15.	335-5 thru 335-15
☐	335-22.3 thru 335-23	335-23 thru 335-24.1
☐	335-45 thru 335-54.1	335-45 thru 335-54.1

Check As Done	*Remove Old Pages Numbered*	*Insert New Pages Numbered*

VOLUME 30

Revision

☐	Title page.	Title page
☐	340-3.	340-3
☐	340-15	340-15
☐	340-48.1 thru 340-49	340-49 thru 340-50.1
☐	340-67 thru 340-69	340-67 thru 340-69
☐	340-81 thru 340-83	340-81 thru 340-84.1
☐	340-103	340-103 thru 340-104.1
☐	340-125 thru 340-127	340-125 thru 340-127
☐	340-145 thru 340-147	340-145 thru 340-147
☐	340-161 thru 340-163	340-161 thru 340-163
☐	340-187 thru 340-193	340-187 thru 340-193
☐	340-205 thru 340-221	340-205 thru 340-221
☐	340-239 thru 340-247	340-239 thru 340-247
☐	344-7.	344-7 thru 344-8.1
☐	344-27	344-27
☐	345-46.1 thru 345-46.3	345-46.1 thru 345-46.3
☐	345-111 thru 345-118.1	345-111 thru 345-118.1
☐	345-181	345-181
☐	345APP-3	345APP-3
☐	345APP-10.1 thru 345APP-23	345APP-11 thru 345APP-24.1
☐	345APP-31 thru 345APP-56.1	345APP-31 thru 345APP-56.7
☐	345APP-67 thru 345APP-75	345APP-67 thru 345APP-75
☐	345A-4.1 thru 345A-6.1	345A-5 thru 345A-6.1
☐	345A-12.1 thru 345A-23.	345A-13 thru 345A-23
☐	345A-36.1 thru 345A-84.1	345A-37 thru 345A-84.7
☐	345A-103 thru 345A-127	345A-103 thru 345A-139
☐	346-5 thru 346-78.1	346-5 thru 346-78.3
☐	346-94.1 thru 346-94.5	346-94.1 thru 346-94.3
☐	346-111 thru 346-136.1	346-111 thru 346-136.3
☐	346-170.1 thru 346-173	346-171 thru 346-174.1
☐	346-189 thru 346-190.5	346-189 thru 346-190.5

VOLUME 31

Revision

☐	Title page.	Title page
☐	348-9 thru 348-13.	348-9 thru 348-14.1
☐	348-29 thru 348-31	348-29 thru 348-31
☐	351-4.1.	351-4.1
☐	351-43 thru 351-58.1	351-43 thru 351-58.3
☐	356-19	356-19

Check As Done	*Remove Old Pages Numbered*	*Insert New Pages Numbered*
☐	357-45 thru 357-48.1	357-45 thru 357-48.1
☐	357-89	357-89 thru 357-90.1
☐	358-21	358-21 thru 358-22.1
☐	358-31 thru 358-121.	358-31 thru 358-122.1
☐	358-137 thru 358-152.1	358-137 thru 358-152.7
☐	358-163	358-163

VOLUME 32

Revision

☐	Title page.	Title page
☐	369-37 thru 369-43	369-37 thru 369-44.1
☐	369-53	369-53 thru 369-54.1
☐	369-101 thru 369-104.1	369-101 thru 369-103
☐	369-113	369-113 thru 369-114.1
☐	369-145	369-145

VOLUME 33

Revision

☐	Title page.	Title page
☐	371-59 thru 371-61	371-59 thru 371-61
☐	371-71 thru 371-75	371-71 thru 371-75
☐	372-15 thru 372-32.1	372-15 thru 372-32.1
☐	372-41 thru 372-89	372-41 thru 372-90.3
☐	374-25	374-25 thru 374-26.1
☐	375-19 thru 375-21	375-19 thru 375-21
☐	376-1.	376-1 thru 376-2.1
☐	376-11 thru 376-12.1	376-11 thru 376-12.1
☐	376-27 thru 376-35	376-27 thru 376-36.3
☐	376-43 thru 376-52.1	376-43 thru 376-52.3
☐	376-66.1 thru 376-66.10(3).	376-66.1 thru 376-66.10(5)
☐	376-66.23 thru 376-68.9	376-67 thru 376-68.21
☐	377-9.	377-9
☐	377-25 thru 377-33	377-25 thru 377-33
☐	377-87 thru 377-93	377-87 thru 377-93
☐	380-35	380-35 thru 380-36.1
☐	380-50.1 thru 380-54.1	380-51 thru 380-54.3
☐	380-71 thru 380-72.1	380-71 thru 380-72.1
☐	380-107 thru 380-114.1	380-107 thru 380-113
☐	385-7.	385-7
☐	385-19	385-19
☐	385-85 thru 385-87	385-85 thru 385-87
☐	385-123 thru 385-125	385-123 thru 385-125

Check As Done	*Remove Old Pages Numbered*	*Insert New Pages Numbered*

VOLUME 34

Revision

☐	Title page.	Title page
☐	386-15 thru 386-21	386-15 thru 386-21
☐	388-1 thru 388-3	388-1 thru 388-3
☐	388-17 thru 388-29	388-17 thru 388-30.1
☐	388-47	388-47 thru 388-48.1
☐	388-61 thru 388-63	388-61 thru 388-64.1
☐	388-77 thru 388-79	388-77 thru 388-79
☐	388-103	388-103 thru 388-104.1
☐	388-117	388-117 thru 388-118.1
☐	388-129 thru 388-131	388-129 thru 388-131
☐	392-1 thru 392-17.	392-1 thru 392-15
☐	395-17	395-17 thru 395-18.1
☐	395-47 thru 395-49	395-47 thru 395-50.1

VOLUME 35

Revision

☐	Title page.	Title page
☐	397-71 thru 397-73	397-71 thru 397-73
☐	400-5 thru 400-33.	400-5 thru 400-23
☐	400-43	400-43
☐	402-15	402-15 thru 402-16.1
☐	404-11 thru 404-13	404-11 thru 404-13
☐	404-25	404-25 thru 404-26.1
☐	404-41	404-41
☐	404-59	404-59 thru 404-60.1
☐	406-9 thru 406-23.	406-9 thru 406-23
☐	406-83 thru 406-88.1	406-83 thru 406-88.1

VOLUME 36

Revision

☐	Title page.	Title page
☐	415-3.	415-3
☐	415-17	415-17
☐	415-41	415-41 thru 415-42.1
☐	415-83 thru 415-89	415-83 thru 415-89
☐	417-13 thru 417-23	417-13 thru 417-21
☐	420-11 thru 420-13	420-11 thru 420-14.1

Check As Done	*Remove Old Pages Numbered*	*Insert New Pages Numbered*

VOLUME 37

Revision

☐	Title page.	Title page
☐	425-47 thru 425-48.1	425-47 thru 425-48.1
☐	425-77 thru 425-79	425-77 thru 425-79
☐	429-19	429-19
☐	429-51	429-51 thru 429-52.1
☐	429-62.1 thru 429-67	429-63 thru 429-68.1
☐	429-97 thru 429-99	429-97 thru 429-99
☐	429-121	429-121 thru 429-122.1
☐	429-129 thru 429-146.5	429-129 thru 429-146.5
☐	429-187	429-187
☐	429-219	429-219
☐	429-251	429-251

VOLUME 40

Revision

☐	Title page.	Title page
☐	464-7.	464-7 thru 464-8.1
☐	464-66.1 thru 464-69	464-67 thru 464-70.1
☐	464-127 thru 464-136.1	464-127 thru 464-136.3
☐	464-161	464-161 thru 464-162.1
☐	464-251 thru 464-254.1	464-251 thru 464-254.1
☐	464-273	464-273
☐	465-1 thru 465-35.	465-1 thru 465-35
☐	465-45 thru 465-61	465-45 thru 465-59
☐	466-5 thru 466-8.1	466-5 thru 466-8.1

VOLUME 42

Revision

☐	Title page.	Title page
☐	480-17 thru 480-28.1	480-17 thru 480-27
☐	480-39 thru 480-47	480-39 thru 480-47
☐	480-61 thru 480-65	480-61 thru 480-66.19
☐	480-99 thru 480-101.	480-99 thru 480-101
☐	484-1 thru 484-31.	484-1 thru 484-31
☐	484-45 thru 484-53	484-45 thru 484-51

Check As Done	*Remove Old Pages Numbered*	*Insert New Pages Numbered*

VOLUME 43

Revision

☐	Title page.	Title page
☐	486-23 thru 486-59	486-23 thru 486-55
☐	486-89 thru 486-94.1	486-89 thru 486-94.1
☐	486-105 thru 486-108.1	486-105 thru 486-107
☐	486-117 thru 486-169	486-117 thru 486-163
☐	488-31 thru 488-51	488-31 thru 488-45
☐	489-1 thru 489-7	489-1 thru 489-8.1
☐	489-15 thru 489-41	489-15 thru 489-41
☐	489-55 thru 489-70.1	489-55 thru 489-70.1
☐	489-95 thru 489-107.	489-95 thru 489-107
☐	489-131 thru 489-133	489-131 thru 489-134.1
☐	489-149 thru 489-153	489-149 thru 489-153
☐	489-177 thru 489-202.5	489-177 thru 489-202.5
☐	489-215 thru 489-217	489-215 thru 489-217
☐	489-229	489-229
☐	489-239 thru 489-249	489-239 thru 489-249
☐	489-289 thru 489-293	489-289 thru 489-293
☐	490-5 thru 490-7	490-5 thru 490-7
☐	490-17	490-17 thru 490-18.1
☐	490-35 thru 490-36.1	490-35 thru 490-36.1
☐	490-51 thru 490-55	490-51 thru 490-55
☐	490-69 thru 490-105.	490-69 thru 490-103
☐	491-25 thru 491-28.1	491-25 thru 491-28.1
☐	491-72.1	491-72.1 thru 491-72.3
☐	491-79 thru 491-80.1	491-79 thru 491-80.1
☐	491-84.7 thru 491-84.9	491-84.7 thru 491-84.11
☐	492-13 thru 492-67	492-13 thru 492-65
☐	492-85 thru 492-93	492-85 thru 492-93

VOLUME 44

Revision

☐	Title page.	Title page
☐	500-73	500-73
☐	502-51 thru 502-57	502-51 thru 502-58.1
☐	502-163 thru 502-165	502-163 thru 502-165
☐	504-13	504-13 thru 504-14.1
☐	504-29 thru 504-30.1	504-29 thru 504-30.1

Check As Done	*Remove Old Pages Numbered*	*Insert New Pages Numbered*

VOLUME 45

Revision

☐	Title page.	Title page
☐	513-21	513-21 thru 513-22.1
☐	513-69 thru 513-73	513-69 thru 513-74.1
☐	513-101 thru 513-108.4(1)	513-101 thru 513-108.4(3)
☐	515-5 thru 517-15.	515-5 thru 515-16.1
☐	515-27 thru 515-29	515-27 thru 515-29
☐	515-109 thru 515-127	515-109 thru 515-127
☐	515-151 thru 515-158.1	515-151 thru 515-157
☐	515-223 thru 515-235	515-223 thru 515-231
☐	515-353 thru 515-355	515-353 thru 515-355
☐	515-369 thru 515-371	515-369 thru 515-371
☐	517-3 thru 517-15.	517-3 thru 517-15
☐	518-17	518-17 thru 518-18.1
☐	518-61	518-61 thru 518-62.1
☐	518-129	518-129
☐	518-163 thru 518-169	518-163 thru 518-170.1

VOLUME 46

Revision

☐	Title page.	Title page
☐	524-7 thru 524-9	524-7 thru 524-9
☐	524-41 thru 524-45	524-41 thru 524-45
☐	526-5 thru 526-14.1	526-5 thru 526-14.1
☐	526-43 thru 526-45	526-43 thru 526-45
☐	526-55 thru 526-67	526-55 thru 526-68.3
☐	526-131 thru 526-141	526-131 thru 526-141
☐	526-173	526-173 thru 526-193
☐	527-17	527-17
☐	527-33 thru 527-34.1	527-33
☐	527-43	527-43
☐	527-55 thru 527-59	527-55 thru 527-59
☐	530-38.1 thru 530-41	530-39 thru 530-41
☐	530-50.1 thru 530-51	530-51 thru 530-52.1

VOLUME 47

Revision

☐	Title page.	Title page
☐	537-1 thru 537-27.	537-1 thru 537-28.1

Check As Done	*Remove Old Pages Numbered*	*Insert New Pages Numbered*
☐	537-35 thru 537-61	537-35 thru 537-61
☐	537-81 thru 537-96.1	537-81 thru 537-96.1
☐	537-103 thru 537-129	537-103 thru 537-129
☐	537-199 thru 537-237	537-199 thru 537-238.1
☐	537-251 thru 537-261	537-251 thru 537-261
☐	538-7	538-7
☐	538-85 thru 538-91	538-85 thru 538-91
☐	540-31 thru 540-35	540-31 thru 540-36.1
☐	540-49	540-49 thru 540-50.1
☐	540-169 thru 540-171	540-169 thru 540-172.1
☐	540-189 thru 540-197	540-189 thru 540-198.1
☐	540-211 thru 540-217	540-211 thru 540-217
☐	540-251 thru 540-257	540-251 thru 540-255

VOLUME 48

Revision

☐	Title page	Title page
☐	552-11	552-11
☐	555-1	555-1 thru 555-2.1
☐	555-119	555-119 thru 555-120.1
☐	555-129 thru 555-144.1	555-129 thru 555-143
☐	555-221 thru 555-228.7	555-221 thru 555-228.7
☐	555-247	555-247

VOLUME 49

Revision

☐	Title page	Title page
☐	565-25 thru 565-32.3	565-25 thru 565-32.3
☐	565-167	565-167 thru 565-168.1

VOLUME 50

Revision

☐	Title page	Title page
☐	568-24.1 thru 568-29	568-25 thru 568-29
☐	568-44.1	568-44.1
☐	569-43 thru 569-45	569-43 thru 569-46.1
☐	571-55	571-55

Check As Done	*Remove Old Pages Numbered*	*Insert New Pages Numbered*

VOLUME 51

Revision

☐	Title page.	Title page
☐	573-21 thru 573-33	573-21 thru 573-33

VOLUME 52

Revision

☐	Title page.	Title page
☐	I-71 thru I-89	I-71 thru I-90.1
☐	I-169 thru I-185.	I-169 thru I-185
☐	I-337 thru I-393.	I-337 thru I-394.1
☐	I-449 thru I-457.	I-449 thru I-458.1
☐	I-695 thru I-709.	I-695 thru I-710.1

VOLUME 53

Revision

☐	Title page.	Title page
☐	I-849 thru I-859.	I-849 thru I-859
☐	I-935 thru I-941.	I-935 thru I-942.1
☐	I-1315 thru I-1325.	I-1315 thru I-1326.1
☐	I-1349 thru I-1377.	I-1349 thru I-1378.1

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Publication 181, Release 211, March 2016

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