

PUBLICATION UPDATE

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California Forms of Pleading and Practice Annotated

Publication 181 Release 200

December 2013

HIGHLIGHTS

- **Mandatory E-Filing and Service Rules Effective July 1, 2013.** The Judicial Council has adopted uniform electronic filing and service rules of court that now permit counties to adopt local rules for *mandatory* e-filing and service [Cal. Rules of Ct., Rules 2.250 et seq.]. Watch for the expansion of mandatory e-filing and service in counties beyond the Orange County pilot project of CCP § 1010.6.
- **Same-Sex Marriage.** In this release, the impact of two 2013 U.S. Supreme Court cases on same-sex marriage, *Hollingsworth v. Perry* (2013) 2013 US Lexis 4919, and *United States v. Windsor* (2013) 2013 US Lexis 4921, has been incorporated in several chapters.
- **2013 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 in 2013, as well as the July 1, 2013

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
- Attorneys
- Civil Procedure
- Civil Rights
- Class Actions
- Contracts
- Costs and Attorney's Fees
- Discovery
- Employment
- Family Law
- Injunctions
- Insurance
- Intellectual Property
- Judgments, Enforcement, and Debt Collection
- Physicians

- Probate
- Public Administrative Law
- Real Property
- Torts
- Unfair Competition
- Workers' Compensation

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Release 200 of California Forms of Pleading and Practice Annotated updates the publication in many areas noted in more detail below.

ALTERNATIVE DISPUTE RESOLUTION

Arbitration—Employment Contracts. *Avery v. Integrated Healthcare Holdings, Inc.* (2013) 218 Cal. App. 4th 50 holds that an arbitration agreement between an employer and an employee may reserve to the employer the unilateral right to modify the agreement, and the covenant of good faith and fair dealing implied in every contract requires the employer to exercise that right fairly and in good faith so as not to deprive the employee of his or her reasonable expectations under the agreement. Furthermore, *Serpa v. Cal. Surety I* (2013) 215 Cal. App. 4th 695 holds the employer must give the employee reasonable notice regarding changes the employer makes so the employee is aware of his or her rights under

the agreement. See Ch. 32, *Contractual Arbitration: Agreements and Compelling Arbitration*, § 32.20[4][e][i].

Arbitration—Choice of Law Clause. *Murphy v. DirecTV, Inc.* (9th Cir. 2013) 724 F.3d 1218, holds that unless the choice of law clause, which ordinarily chooses between the law of applicable state jurisdictions, indicates an intention to exclude applicability of federal law, the clause does not exclude application of the FAA. See Ch. 32, *Contractual Arbitration: Agreements and Compelling Arbitration*, § 32.21[2].

Arbitration—Public Entities. *City of Los Angeles v. Superior Court* (2013) 56 Cal. 4th 1086 holds that unless a statute expressly allows them to do so, public agencies and officers may not surrender or delegate in arbitration agreements any powers involving the exercise of judgment or discretion, such as setting salaries and establishing a budget. See Ch. 32, *Contractual Arbitration: Agreements and Compelling Arbitration*, § 32.24[4][c].

Arbitration—Conduct of Arbitrator. *Oxford Health Plans LLC v. Sutter* (2013) 186 L. Ed. 2d 113 holds under the Federal Arbitration Act, review for error is governed by 9 U.S.C.S. § 10(a)(4). The strict test under that law permits courts to vacate an arbitral decision only when the arbitrator strayed from the delegated task of interpreting the contract, not when he or she performed that task poorly. See Ch. 34, *Contractual Arbitration: Judicial Review*, § 34.12[3][b][iii].

APPEALS

Under Unusual Circumstances, Appellate Court May Construe Appeal as Petition for Writ of Mandate. In *Mon Chong Loong Trading Corp. v. Superior Court* (2013) 218 Cal. App. 4th 87, the court of appeal held that whether a plaintiff's vol-

untary dismissal without prejudice constitutes a failure to obtain a more favorable judgment or award and triggers cost-shifting under Code Civ. Proc. § 998 presented an unusual circumstance that it could hear as a petition for writ of mandate. See Ch. 40, *Appeal: An Overview*, § 40.12[3].

Applicability of Retroactivity. In *Sargon Enterprises, Inc. v. University of Southern California* (2013) 215 Cal. App. 4th 1495, the court of appeal held that cases that apply an existing precedent to a different fact situation, even if the result may be said to “extend” the precedent, or those which draw a conclusion that was clearly implied in or anticipated by previous opinions, do not present a new rule of a law and retroactivity is not an issue. See Ch. 41, *Appeal: Review Standards and Appellate Rules of Law*, § 41.32[1].

Effect of Depublication. In *Farmers Ins. Exchange v. Superior Court* (2013) 218 Cal. App. 4th 96, the court of appeal held that when an appellate decision on which a trial court based its order is depublished, the trial court order may be subject to reconsideration insofar as the depublished opinion in essence no longer exists. See Ch. 41, *Appeal: Review Standards and Appellate Rules of Law*, § 41.52[4].

Sustained Demurrer Not Appealable When Not Affecting Class Certification. In *Lopez v. Brown* (2013) 217 Cal. App. 4th 1114, the court of appeal held that a demurrer sustained after a class certification motion is denied is not appealable when the ruling on the demurrer does not necessarily affect the decision not to certify the class. See Ch. 42, *Appeal: Notice of Appeal*, § 42.12[1][a].

ATTORNEYS

Attorney-Client Privilege—Courts Lack Power to Create Implied Excep-

tions to Privilege. In *Elijah W. v. Superior Court* (2013) 216 Cal. App. 4th 140, the court of appeal noted that courts do not have any power to recognize implied exceptions to the attorney-client privilege. See Ch. 72, *Attorney Practice and Ethics*, § 72.33[6][a].

Attorney-Client Privilege—Power to Assert Privilege on Behalf of “Shell” Corporation. In *Melendrez v. Superior Court* (2013) 215 Cal. App. 4th 1343, the court held that when a corporation no longer existed and was merely a shell to process claims against it and pass them on to its insurance company, the insurance company was the corporation’s de facto assignee and became the holder of the corporation’s attorney-client privilege, with authority to waive it. See Ch. 72, *Attorney Practice and Ethics*, § 72.33[6][a].

Ethics—Joint Client Privilege Does Not Override Ethical Rules. In *Fiduciary Trust Internat. of California v. Superior Court* (2013) 218 Cal. App. 4th 465, the court held that the joint client privilege in Evid. Code § 962 does not excuse an attorney from ethical rules applicable to successive representations. See Ch. 72, *Attorney Practice and Ethics*, § 72.111[2][d].

CIVIL PROCEDURE

Affidavits—Prepared Testimony in Limited Civil Case. In *Target Nat’l Bank v. Rocha* (2013) 216 Cal. App. 4th Supp. 1, the appellate division of the superior court held that an affidavit is inadmissible in lieu of testimony unless the witness’s actual address is within 150 miles of the place of trial. See Ch. 345A, *Limited Civil Cases*, § 345A.18.

Affirmative Defenses—Waiver by Contract. *Brisbane Lodging, L.P. v. Webcor Builders, Inc.* (2013) 216 Cal. App. 4th 1249 holds that the delayed discovery rule

may be waived by contract. See Ch. 26, *Answers*, § 26.196.

Anti-SLAPP Motions—Attorney Ethical Duties. *Castleman v. Sagaser* (2013) 216 Cal. App. 4th 481 holds in an action against an attorney arising from alleged breach of attorney's professional and ethical duties owed to former clients, the trial court properly denied attorney's anti-SLAPP motion, where actions based on breach of professional and ethical duties owed to client are not SLAPP suits, even though protected litigation activity features prominently in factual background. See Ch. 374, *Motions to Strike: Anti-SLAPP*, § 376.43[2].

Anti-SLAPP Motions—Likelihood of Success. *Makaeff v. Trump University* (9th Cir. 2013) 715 F.3d 254 holds anti-SLAPP motion of disgruntled former customer in counterclaim for defamation based on statements by customer in letters and Internet postings was erroneously granted, where, although plaintiff met her initial burden of showing defamation claim arose from act in furtherance of customer's free speech rights as conduct in connection with public issue or issue of public interest, the trial court failed to address inherently fact-intensive question of whether counterclaimant had reasonable probability of proving, by clear and convincing evidence, that customer made her critical statements with actual malice. See Ch. 374, *Motions to Strike: Anti-SLAPP*, § 376.43[3].

Declarations—Out-of-State Declarations. *Bombardier Recreational Products, Inc. v. Dow Chemical Canada ULC* (2013) 216 Cal. App. 4th 591 holds that out-of-state declarations that do not state they were made under penalty of perjury under the laws of the State of California pursuant to Code Civ. Proc. § 2015.5 are not deemed sufficiently reliable to be admitted into

evidence. See Ch. 15, *Affidavits, Certificates, and Declarations*, § 15.41[11].

Declaratory Judgment—Unlawful Discrimination. In *Harris v. City of Santa Monica* (2013) 56 Cal. 4th 203, the California Supreme Court held that a terminated employee may obtain a declaratory judgment establishing the unlawfulness of the termination unlawful under the Fair Employment and Housing Act, even if the employee does not prove a case for damages or reinstatement. See Ch. 182, *Declaratory Relief*, § 182.14[4].

Judges—Disqualification for Cause. *Las Canoas Co., Inc. v. Kramer* (2013) 216 Cal. App. 4th 96 holds litigants seeking to disqualify a judge for bias and prejudice must make their challenge at the earliest practical opportunity after their appearance in the action and discovery of the facts constituting the grounds of disqualification. See Ch. 317, *Judges*, § 317.114[13].

Limitation of Actions—Latent Defects. *Brisbane Lodging, L.P. v. Webcor Builders, Inc.* (2013) 216 Cal. App. 4th 1249 holds public policy does not support an iron-clad, universal rule that in all cases involving latent defects, the applicable statute of limitations cannot begin to run until the defects were or should have been discovered, notwithstanding a contractual agreement to the contrary. See Ch. 345, *Limitation of Actions*, § 345.28[1][a].

Mandatory E-Filing and Service Rules Effective July 1, 2013. The Judicial Council has adopted uniform electronic filing and service rules of court that now permit counties to adopt local rules for mandatory e-filing and service [Cal. Rules of Ct., Rules 2.250 et seq.]. Watch for the expansion of mandatory e-filing and service in counties beyond the Orange County pilot project of CCP § 1010.6. See Ch. 518,

Service of Summons and Orders, § 518.40 et seq.

Res Judicata—Administrative Hearing. *Henderson v. Newport-Mesa Unified School Dist.* (2013) 214 Cal. App. 4th 478 holds neither res judicata nor collateral estoppel barred claims against school district because plaintiff had participated in administrative proceeding that adjudicated her rights in connection with district's decision to lay off large number of teachers. See Ch. 491, *Res Judicata*, § 491.42[1].

Settlement—Effect of Two Section 998 Offers. In *Martinez v. Brownco Construction Co.* (2013) 56 Cal. 4th 1014, the California Supreme Court held that if a plaintiff serves two Code Civ. Proc. § 998 offers to compromise and the defendant fails to obtain a judgment more favorable than either, the plaintiff may recover expert fees incurred from the date of the first offer. See Ch. 520, *Settlement and Release*, § 520.14[5].

Summary Judgment—Failure to Object Waived Objection. In *Multani v. Witkin & Neal* (2013) 215 Cal. App. 4th 1428, defendants waived their objection to the statement in plaintiff's declaration opposing summary judgment in which he alleged defendants' failure to comply with the notice requirements of Code Civ. Proc. § 729.050 by failing to object to this statement on the ground that it introduced issues outside the pleadings, especially when, during oral argument, plaintiffs' attorney specifically requested that the trial court review § 729.050 and determine whether defendants had demonstrated compliance with its requirements, to which defendants failed to object. See Ch. 537, *Summary Judgment*, § 537.27[1].

CIVIL RIGHTS

Ban on Abortions After 20 Weeks Unconstitutional. In *Isaacson v. Horne* (9th

Cir. 2013) 716 F.3d 1213, the Ninth Circuit held that the Federal Constitution did not permit a state legislature to prohibit abortion beginning at 20 weeks gestation, before the fetus was viable; a medical emergency exception did not transform the law from a prohibition on abortion into a regulation of abortion procedure. See Ch. 4, *Abortion and Birth Control Methods*.

Federal Funding Condition Violated Recipient's First Amendment Rights. In *Agency for Intl. Dev. v. Alliance for Open Society Intl., Inc.* (2013) 186 L. Ed. 2d 398, the United States Supreme Court held that a funding condition in the United States Leadership Against HIV/AIDS, Tuberculosis, and Malaria Act of 2003, which prohibited receipt of funds by an organization that did not have a policy explicitly opposing prostitution and sex trafficking, mandating that recipients of funds explicitly agree with the government's policy to oppose prostitution and sex trafficking, violated the recipients' First Amendment rights. See Ch. 59, *Assemblies, Meetings, and Demonstrations*.

Probable Cause Finding in State Court Prosecution Did Not Bar § 1983 Action. In *Wige v. City of Los Angeles* (9th Cir. 2013) 713 F.3d 1183, the Ninth Circuit held that a probable cause finding in a state court prosecution did not preclude challenges to the veracity of the arresting officer in a later civil rights action based on issue preclusion, because the state court only found that a reasonable jury could believe either the officer or the victim. See Ch. 113, *Civil Rights: The Post-Civil War Civil Rights Statutes*.

District Attorney Acted as Policymaker for County With Regard to Policies Regarding Jailhouse Informants. In *Goldstein v. City of Long Beach* (9th Cir. 2013) 715 F.3d 750, the Ninth Circuit held

that a county district attorney acted as a local policymaker, rather than on behalf of the state, when adopting and implementing internal policies and procedures related to the use of jailhouse informants, so the county could be sued under § 1983. See Ch. 113, *Civil Rights: The Post-Civil War Civil Rights Statutes*.

Late Notice of Defendants' Summary Judgment Motion Harmless Error. In *Labatad v. Corrections Corp. of America* (9th Cir. 2013) 714 F.3d 1155, the Ninth Circuit held that, although the district court's not sending notice to the prisoner of defendants' motion for summary judgment until approximately one day after they filed the motion and one day after the prisoner filed his response was error, it was harmless because the prisoner's response showed he knew and understood the information in the notice before he received it. See Ch. 114, *Civil Rights: Prisoners' Rights*.

Prisoner's Rights Violated by Confiscation of Book as Obscene and Violent. In *In re Martinez* (2013) 216 Cal. App. 4th 1141, the court held that confiscation of a book before it was delivered to a prisoner as contraband violated the prisoner's constitutional and statutory rights. The prison failed to comply with 15 Cal. Code Reg. § 3006(c)(15)(A) in determining the book was obscene contraband; prison staff did not understand their obligation to consider the literary value of the book before declaring it to be contraband; and confiscation of the book for violent content was arbitrary and capricious, given the presence of more violent books in the prison's own library. See Ch. 114, *Civil Rights: Prisoners' Rights*.

Refusal to Operate on HIV-Positive Patient Violated Unruh Act. In *Maureen K. v. Tuschka* (2013) 215 Cal. App. 4th 519, the court held that an anesthesiologist

who refused medical treatment to an HIV-positive patient violated the Unruh Act's prohibition of disability discrimination. See Ch. 116, *Civil Rights: Discrimination in Business Establishments*.

Dismissal From Charter School Did Not Require Hearing. In *Scott B. v. Board of Trustees of Orange County High School of the Arts* (2013) 217 Cal. App. 4th 117, the court held that a charter high school student who exhibited a knife at school was properly suspended and ultimately dismissed from a charter high school without a hearing. Educ. Code § 48918 does not apply to charter schools. See Ch. 513, *Schools: Student Rights and Responsibilities*.

CLASS ACTIONS

Arbitration of Class Actions. In *Oxford Health Plans LLC v. Sutter* (2013) 186 L. Ed. 2d 113, the U.S. Supreme Court held that if the parties have agreed that an arbitrator will decide whether the parties contract authorizes class arbitration, a court may not vacate the arbitrator's decision on that question. In *American Express Co. v. Italian Colors Rest.* (2013) 186 L. Ed. 2d 417, the Court held that the FAA does not permit a court to invalidate a contractual waiver of class arbitration on the ground that the cost of individual arbitration of a federal statutory claim exceeds the potential recovery. See Ch. 120, *Class Actions*, § 120.12[6].

CONTRACTS

Breach by Corporation—Effect of Business Judgment Rule. In *Scheenstra v. California Dairies, Inc.* (2013) 213 Cal. App. 4th 370, the court considered what role, if any, the business judgment rule has in determining whether a contractual obligation has been breached by a corporation. See Ch. 140, *Contracts*, § 140.58.

COSTS AND ATTORNEY'S FEES

Section 998 Offer Must Allow Acceptance by Signing. In *Boeken v. Philip Morris USA Inc.* (2013) 217 Cal. App. 4th 992, the court held that the requirement that a Code Civ. Proc. § 998 offer include a provision allowing the offeree to accept the offer by signing a statement is mandatory. See Ch. 174, *Costs and Attorney's Fees*, § 174.17[4].

Time for Filing Costs Memorandum Under Rule 3.1700(a)(1) Extended. In *Nevis Homes LLC v. CW Roofing, Inc.* (2013) 216 Cal. App. 4th 353, the court held that the 15-day period for filing a memorandum of costs is extended by five days under Code Civ. Proc. § 1013(a) if notice was served by mail. See Ch. 174, *Costs and Attorney's Fees*, § 174.28[1].

Fee Award Need Not Be Appealed Separately. In *Crews v. Willows Unified School Dist.* (2013) 217 Cal. App. 4th 1368, the court held that when a judgment awards costs and attorney's fees to a prevailing party and provides for the later determination of the amounts, the notice of appeal subsumes a later order setting the amounts. See Ch. 174, *Costs and Attorney's Fees*, § 174.34.

Prevailing Party in Motion to Compel Arbitration in Existing Lawsuit Not Entitled to Fees. In *Roberts v. Packard, Packard & Johnson* (2013) 217 Cal. App. 4th 822, the court held that a petition to compel arbitration filed in a pending lawsuit is not an "action" and attorney's fees cannot be awarded to the prevailing party until the arbitrator resolves the causes of action. See Ch. 174, *Costs and Attorney's Fees*, § 174.54[7].

DISCOVERY

Electronic Filing and Service—Court Rules. This chapter has been updated for

recent changes to the California Rules of Court governing mandatory and permissive rules for electronic filing and service. See Ch. 190, *Discovery: Scope, Regulation, and Timing*, § 190.32[2].

Psychotherapist-Patient Privilege—Expert Appointed to Assist Defense. *Elijah W. v. Superior Court* (2013) 216 Cal. App. 4th 140 addressed, as a matter of first impression, "vexing questions" arising from two "divergent legislative schemes"—the attorney-client privilege coupled with the attorney's obligation to preserve the confidentiality of client information and the Child Abuse and Neglect Reporting Act (CANRA). At issue was the reporting obligation of a psychologist retained or appointed as an expert to assist an attorney representing a juvenile accused of committing a crime who learns that the client is either the perpetrator or has been the victim of child abuse. See Ch. 191, *Discovery: Privileges and Other Limitations*, § 191.70[2B].

Discovery—Right of Privacy. *County of Los Angeles v. Los Angeles County Employee Relations Comm'n* (2013) 56 Cal. 4th 905 addressed the "novel question" of whether a union could request contact information for nonunion employees in bargaining units covered by agency shop provisions, without violating California's constitutional right of privacy. See Ch. 191, *Discovery: Privileges and Other Limitations*, § 191.120[3].

Discovery—"Reasonable Rate" for Deposition Transcripts. In *Las Canoas Co., Inc. v. Kramer* (2013) 216 Cal. App. 4th 96, the court considered whether a non-noticing party who does not move for a court order to determine the "reasonable rate" that a court reporter may charge for copies of deposition transcripts in the pending action may bring a subsequent action to

obtain restitution for “unreasonable” copy charges or obtain injunctive relief setting a “reasonable rate” to be charged by that court reporter in all future actions. See Ch. 193, *Discovery: Depositions*, § 193.70.

Responding to Request for Admissions—Power to Assert Attorney-Client Privilege on Behalf of “Shell” Corporation. *Melendrez v. Superior Court* (2013) 215 Cal. App. 4th 1343, in which the court of appeal, confronted with an unusual set of facts, was asked to determine who held attorney-client privilege for corporation that purportedly existed only as shell through which personal injury claims were passed on to its insurer, so that “someone [could] be found to . . . decide whether to waive [the corporation’s attorney-client privilege] to the limited extent necessary for [the corporation’s] attorneys to verify its discovery responses.” See Ch. 196, *Discovery: Requests for Admissions*, § 196.16[3].

EMPLOYMENT

Employees—Pregnancy Leave. In *Sanchez v. Swissport* (2013) 213 Cal. App. 4th 1331, the court of appeal held that if an employee remains disabled after expiration of the four-month leave provided under the Pregnancy Disability Leave Act [Gov. Code § 12945], the Fair Housing and Employment Act entitles her to a reasonable accommodation, which may include further leave. See Ch. 115, *Civil Rights: Employment Discrimination*, §§ 115.22[4][e], 115.32[7].

Employment Discrimination—Causation Standard in Title VII Retaliation Cases. In *University of Tex. Sw. Med. Ctr. v. Nassar* (2013) 186 L. Ed. 2d 503, the United States Supreme Court held that in a Title VII retaliation case, the plaintiff must establish that the adverse employment action would not have occurred “but for”

employer’s desire to retaliate against employee. See Ch. 115, *Civil Rights: Employment Discrimination*, §§ 115.23[2][a], 115.37[3][c]

Employment Discrimination—“Supervisor” Defined for Purposes of Title VII Harassment Claims. In *Vance v. Ball State Univ.* (2013) 186 L. Ed. 2d 565, the United States Supreme Court held that for purposes of imposing vicarious liability on an employer under Title VII for harassment perpetrated by the victim’s supervisor, a “supervisor” is one who is empowered by employer to take tangible employment actions against the victim. See Ch. 115, *Civil Rights: Employment Discrimination*, § 115.36[2][a].

Employment Discrimination—Termination for Deceitful Conduct in Employer’s Investigation of Discrimination. In *McGrory v. Applied Signal Tech., Inc.* (2013) 212 Cal. App. 4th 1510, the court held that the Fair Employment and Housing Act provision protecting employees from retaliation for participating in employment discrimination proceedings [Gov. Code § 12940(h)] does not shield an employee against termination or lesser discipline for lying during an employer’s internal investigation of a discrimination claim. See Ch. 115, *Civil Rights: Employment Discrimination*, § 115.37[2], and Ch. 249, *Employment Law: Termination and Discipline*, §§ 249.12[3][e], 249.22[3][b].

Employees—Piece-Rate Employees Entitled to Hourly Wage for Waiting Time. In *Gonzalez v. Downtown LA Motors, LP* (2013) 215 Cal. App. 4th 36, the court held that an employer that compensates its employees on a piece-rate basis for repair work must also pay those employees a separate hourly minimum wage for time spent waiting for items to repair or performing other non-repair tasks. See Ch.

250, *Employment Law: Wage and Hour Disputes*, § 250.11.

Teachers—Rehiring of Temporary Teacher. In *Henderson v. Newport-Mesa Unified Sch. Dist.* (2013) 214 Cal. App. 4th 478, the court held that under Educ. Code § 44918, a temporary teacher who is laid off after serving 75 percent of the school year, and who has served as a temporary or substitute teacher for 75 percent of the year for two consecutive years, has a cause of action against the school district if it does not give that teacher first priority when it chooses to fill a vacant position in the subsequent school year. See Ch. 512, *Schools: Certification, Dismissal, and Related Employment Issues*, § 512.21[2].

FAMILY LAW

Same-Sex Marriage. In this release, the impact of two 2013 U.S. Supreme Court cases on same-sex marriage, *Hollingsworth v. Perry* (2013) 2013 US Lexis 4919, and *United States v. Windsor* (2013) 2013 US Lexis 4921, has been incorporated in several chapters. In brief, as of June 28, 2013, following from these cases and resulting action by Governor Brown, same-sex marriage is legal throughout California. This development is covered in these principal locations:

- Special Alert to Ch. 359, *Marriage*
- Ch. 359, *Marriage*, § 359.13A
- Ch. 387, *Nonmarital Cohabitation*, § 387.11[5]
- Ch. 25, *Annulment (Nullity) of Marriage and Related Spousal Rights*, § 25.11
- Ch. 221, *Dissolution of Marriage: Procedure*, § 221.10[1]
- Ch. 223, *Dissolution of Marriage: Child Custody*, § 223.120[5][h]
- Ch. 227, *Dissolution of Marriage:*

Tax Effects of Dissolution, § 227.19

INJUNCTIONS

Standard of Review for Preliminary Injunction. In *Mendiola v. CPS Security Solutions, Inc.* (2013) 217 Cal. App. 4th 851, the court of appeal held that if the facts on which the court relied to grant preliminary injunction are undisputed, the propriety of granting the injunction becomes a question of law. See Ch. 303, *Injunctions*, § 303.104[1][f][v].

INSURANCE

Statutory Actions Against Insurer. In *Zhang v. Superior Court* (2013) 57 Cal. 4th 364, the California Supreme Court clarified the scope of first-party actions against the insurer for violations of the Unfair Competition Law (UCL), holding that when insurers engage in conduct that violates both the Unfair Insurance Practices Act and obligations imposed by other statutes or the common law, a UCL action may lie, if another statute does not prohibit a private action or permit the defendant's conduct. In so doing, the Court approved the holding in *State Farm Fire & Cas. Co. v. Superior Court* (1996) 45 Cal. App. 4th 1093, and disapproved the holding in *Textron Fin. Corp. v. National Union Fire Ins. Co.* (2004) 118 Cal. App. 4th 1061. See Ch. 308, *Insurance*, § 308.25[3].

INTELLECTUAL PROPERTY

Trademarks—First Amendment Defense to Lanham Act Claim—Rogers Test. In *Brown v. Electronic Arts, Inc.* (9th Cir. 2013) 724 F.3d 1235, and *Keller v. Electronic Arts, Inc.* (9th Cir. 2013) 724 F.3d 1268, the Ninth Circuit confirmed its adoption of the so-called *Rogers* test [*see Rogers v. Grimaldi* (2d Cir. 1989) 875 F.2d 994] for determining whether there is a viable First Amendment defense to a Lan-

ham Act claim based on the unauthorized use of a famous persona in the title or content of an expressive work. See Ch. 549, *Trademarks and Trade Names*, § 549.26[1][e].

JUDGMENTS, ENFORCEMENT, AND DEBT COLLECTION

Execution and Levy—Judgment Debtor May Not Recover Disbursed Funds. In *Adir Internat., LLC v. Superior Court* (2013) 216 Cal. App. 4th 996, the court held that when a sheriff levies on funds pursuant to a writ of execution, the judgment debtor subsequently files a notice of appeal and an appeal bond, and the sheriff thereafter disburses the levied funds to the creditor, the debtor may not recover the disbursed funds. See Ch. 254, *Execution and Enforcement of Judgments*, § 254.66[2].

Relief From Judgment—Failure to Present Evidence on Key Issue Not Excusable Neglect. In *Toho-Towa Co., Ltd. v. Morgan Creek Productions, Inc.* (2013) 217 Cal. App. 4th 1096, the court of appeal held that conduct falling below the professional standard of care cannot qualify as excusable neglect. See Ch. 489, *Relief from Judgments and Orders*, § 489.44[4][b].

PHYSICIANS

Unauthorized Practice of Medicine—Owning Medical Marijuana Clinic Constituted Practicing Medicine Without License. In *People v. Superior Court* (2013) 218 Cal. App. 4th 492, the court of appeal held that a person who does not have a medical license or certificate may be criminally charged with practicing medicine without a license in violation of Bus. & Prof. Code § 2052 for owning a corporation that operates a medical marijuana clinic in which licensed physicians examine patients and issue medical marijuana recommendations. See Ch. 414, *Physicians: Licensing*

and Discipline, § 414.34[1].

PROBATE

Conservatorships—Limited Conservatee’s Mother Lacked Standing to Appeal. In *Conservatorship of Gregory D.* (2013) 214 Cal. App. 4th 62, the court held that pursuant to Code Civ. Proc. § 902 the mother of a limited conservatee was not aggrieved and did not have standing to assert errors affecting only the limited conservatee, who, in the instant case, had not appealed. See Ch. 281, *Guardianship and Conservatorship: Appointment of Conservators*, § 281.64.

PUBLIC ADMINISTRATIVE LAW

Public Records Defined. *Sierra Club v. Superior Court* (2013) 57 Cal. 4th 157 holds that Gov. Code § 6254.9 does not exclude from disclosure under the Public Records act a geographic information system database, called the OC Landbase, that was developed by the County of Orange. See Ch. 470C, *Public Records Act*, § 470C.11[1].

Litigation Records. *County of Los Angeles v. Superior Court* (2013) 211 Cal. App. 4th 57 holds that billing records, including time records, payment requests, and invoices prepared by outside counsel that was representing the County of Los Angeles in pending civil rights litigation was not exempt from disclosure under the pending litigation exemption because these records were not specifically prepared for use in litigation even though the records were related to litigation, and the dominant purpose for preparing the records was to facilitate payment of attorneys’ fees on a regular basis. See Ch. 470C, *Public Records Act*, § 470C.13[5].

Public Interest Exemption. *Humane Society of the United States v. Superior Court* (2013) 214 Cal. App. 4th 1233 holds

that the public interests served by not disclosing academic research records related to the funding, preparation, and publishing of an academic study outweighed the public interests served by disclosure of the records and thus these records were exempt from disclosure under the public interest exemption [Gov. Code § 6255]. See Ch. 470C, *Public Records Act*, § 470C.13[57].

Judicial Enforcement of Rights Under the Public Records Act. *Mincal Consumer Law Group v. Carlsbad Police Department* (2013) 214 Cal. App. 4th 259 holds that the failure to file an extraordinary writ petition within the time limits is jurisdictional. Filing a notice of appeal from a judgment denying a petition for a writ of mandate was improper and the court of appeal lacked jurisdiction to consider the appeal. See Ch. 470C, *Public Records Act*, § 470C.17[3].

Conviction of Crime. *Hanna v. Dental Board of California* (2013) 212 Cal. App. 4th 759 holds that it was not a manifest abuse of discretion for the Dental Board of California to revoke a dentist's license based upon her entering a no contest plea to a felony count of Medi-Cal fraud. See Ch. 471B, *Licensing by Public Agencies*, § 471B.52[4].

Exhaustion of Administrative Remedies. *Coastside Fishing Club v. California Fish & Game Com.* (2013) 215 Cal. App. 4th 397 holds that the alternate judicial remedy exception to exhaustion of administrative remedies requirements applied to permit a court challenge to the validity of agency regulations that were adopted by the California Fish and Game Commission even though the challenger did not raise the validity issue (lack of statutory authority) in the rulemaking proceeding and the challenger was an active participant in the

rulemaking public comment process. See Ch. 472B, *Review of Agency Rulemaking*, § 472B.14[4].

Separation of Functions Between Prosecutors and Adjudicators. *Sabey v. City of Pomona* (2013) 215 Cal. App. 4th 489 holds that different partners from the same law firm could not represent a city department at an advisory arbitration of a personnel matter, and also advise the city decision making body that later reviews the arbitrator's award for confirmation or rejection. *Richardson v. City and County of San Francisco* (2013) 214 Cal. App. 4th 671 holds that a city attorney's declaration about an ethical screen that was implemented in the city attorney's office to avoid conflicting dual representation in related matters was admissible in the trial court proceeding in which the superior court decided a petition for a writ of administrative mandate brought by a police officer who challenged a city police commission's decision to terminate the officer's employment. See Ch. 473, *Public Agency Adjudication*, § 473.24.

Written Decision Stating Factual and Legal Basis. *San Diego Unified School Dist. v. Commission on Professional Competence* (2013) 21 Cal. App. 4th 1120 holds that the superior court did not give great weight to the credibility determination of the Commission on Professional Competence when the court decided a school district's petition for a writ of mandate that challenged the Commission's decision that a teacher charged with inappropriate touching of students should not be discharged from employment by the school district for evident unfitness to teach students. See Ch. 473, *Public Agency Adjudication*, § 473.26.

Exclusionary Rule. *Richardson v. City and County of San Francisco* (2013) 214 Cal. App. 4th 671 holds that the exclusion-

ary rule for Fourth amendment violations did not apply to an administrative proceeding before the San Francisco Police Commission that led to the termination of a police officer's employment. See Ch. 473F, *Agency Adjudication Hearings*, § 473F.34.

Equitable Remedies. *Harris v. City of Santa Monica* (2013) 56 Cal. 4th 203 holds that the “but for” causation test applies in mixed motive cases of workplace discrimination under Gov. Code § 12940. The employer can defend against a claim for reinstatement and back pay if the employer can prove the same decision defense, that it would have terminated an employee for non-discriminatory reasons notwithstanding the workplace discrimination claim. See Ch. 473G, *Agency Adjudication Decisions*, § 473G.35[7].

PUC Power Limited. In *BNSF Railway Co. v. P.U.C.* (2013) 218 Cal. App. 4th 778, the court of appeal held that the PUC does not have the power to prohibit trains from using their horns at pedestrian rail crossings in favor of audible warning signals, where crossings are not in federally established quiet zone. See Ch. 109, *Carriers*, § 109.13[2].

City May Impose Regulations Upon Utility Pursuant to Police Powers. In *Southern California Edison Co. v. City of Victorville* (2013) 217 Cal. App. 4th 218, the court of appeal held that the PUC does not have exclusive jurisdiction over the location of streetlights. See Ch. 480, *Public Utilities*, § 480.142.

PUC Must Set Utility Rate at Lowest Level That Is Reasonable. In *SFPP, L.P. v. Public Utilities Commission* (2013) 217 Cal. App. 4th 784, the court of appeal held that a utility is entitled to a reasonable return on its rate base, i.e., the value of the property that it employs for the convenience of the public. See Ch. 480, *Public*

Utilities, § 480.23[1][b][iii].

REAL PROPERTY

Inverse Condemnation—Liability for Land Use Regulation. In *Koontz v. St. Johns River Water Mgmt. Dist.* (2013) 133 S. Ct. 2586, the U.S. Supreme Court held that the “nexus” and “rough proportionality” standards in *Nollan v. California Coastal Comm’n* (1987) 483 U.S. 825 and *Dolan v. City of Tigard* (1994) 512 U.S. 374 as to physical takings claims apply when land use permits are conditioned on monetary exactions. See Ch. 247, *Eminent Domain and Inverse Condemnation*, § 247.201[4].

Unlawful Detainer—Service of Summons. In *Board of Trustees v. Ham* (2013) 216 Cal. App. 4th 330, the court held that for purposes of service of summons by posting under Code Civ. Proc. § 415.45, the requirement that the landlord have exercised “reasonable diligence” in attempting service by other means does not require a landlord to conduct an extensive investigation of all the possible whereabouts of its tenant. See Ch. 333, *Landlord and Tenant: Eviction Actions*, § 333.101[4].

Actions to Quiet Title. Chapter 482, *Quieting Title*, has been fully updated in this release with revised and reorganized background discussion, recent cases, and updated and edited forms.

TORTS

Joint Liability Theories Rejected for Providing Alcohol to Minor at Party. In *Rybicki v. Carlson* (2013) 216 Cal. App. 4th 758, the court of appeal held that the immunity of Civ. Code § 1714(b) for social hosts who provide alcohol to a person who causes harm to another cannot be avoided by alleging that a defendant, in providing alcoholic beverages to a person under the age of 21 at the residence of another,

conspired with the social host to violate Civ. Code § 1714(d) or aided and abetted the host to provide alcohol at his or her residence to a person under the age of 21. Civ. Code § 1714(b) defeats these attempts at creating a cause of action based on joint liability because the statute precludes a finding that the furnishing of the alcohol was a proximate cause of any subsequent injury. See Ch. 19, *Alcoholic Beverages: Civil Liability*, § 19.13[1].

Plaintiff Limited to Recovering for Medical Expenses Amount Actually Paid by Medicare. In *Luttrell v. Island Pacific Supermarkets, Inc.* (2013) 215 Cal. App. 4th 196, the court of appeal held that the rule from *Howell v. Hamilton Meats & Provisions* limiting a plaintiff's recovery of past medical expenses to only those expenses actually paid by or on behalf of the plaintiff or for which the plaintiff actually remains liable, applies when plaintiff's medical expenses were paid by Medicare rather than by a private insurer. The court also held that if a post-trial reduction of damages is required because the plaintiff failed to take reasonable steps to mitigate the harm, this reduction should be applied to the amount actually paid for past medical benefits, rather than to the amount billed. See Ch. 177, *Damages*, §§ 177.45[3][b], 177.48.

Evidence of Past Medical Expenses Limited to Amount Accepted as Full Payment. In *Corenbaum v. Lampkin* (2013) 215 Cal. App. 4th 1308, the court of appeal held that when evidence of past medical expenses is limited to the amount accepted as payment in full for past medical services, evidence that the "reasonable value" of those services exceeded the amount paid is irrelevant and inadmissible on the issue of the amount of damages for past medical services. In addition, when health care providers have accepted a lesser

amount as payment in full, evidence of the full amount billed for past services is also irrelevant and inadmissible as evidence of the reasonable value of future medical services, and an expert providing testimony on the reasonable value of future medical services similarly cannot use the full amount billed for past services as a basis for that opinion on future expenses. Finally, evidence of the full amount billed, when otherwise inadmissible, is not admissible as a tool to allow a plaintiff's attorney to argue before a jury on the amount of noneconomic damages that should be awarded. See Ch. 177, *Damages*, § 177.45[3][b].

Proof of Reasonable and Necessary Charges Required to Recover Under Hospital Emergency Lien. In *State Farm Mutual Automobile Ins. Co. v. Huff* (2013) 216 Cal. App. 4th 1463, the court of appeal held that a hospital asserting a hospital emergency lien under Civ. Code § 3045.1 has the burden to prove by a preponderance of the evidence the amount of the lien, which includes proving the amount of "the reasonable and necessary charges" for the services provided to the plaintiff. The court also held that a copy of the plaintiff's hospital bill, even if authenticated and accompanied by testimony that the bill remains unpaid and was based on the hospital's standard charges for the itemized services, is insufficient to prove the reasonable and necessary charges. See Ch. 177, *Damages*, § 177.54[3].

Determining Putative Spouse Status in Wrongful Death Action Is Subjective Inquiry. In *Ceja v. Rudolph & Sletten, Inc.* (2013) 56 Cal. 4th 1113, the California Supreme Court held that in a wrongful death action, for purposes of establishing status as a "putative spouse" who was dependent on the decedent, determining the good faith belief that the marriage was valid is a subjective inquiry into the actual

state of mind of the alleged putative spouse. See Ch. 181, *Death and Survival Actions*, § 181.14[2].

Strict Pleading Requirement Applied to Assignment of Fraud Remedies. In *Heritage Pacific Financial, LLC v. Monroy* (2013) 215 Cal. App. 4th 972, the court of appeal held that when a plaintiff alleges that the right to pursue a fraud claim was assigned to plaintiff, for example, as part of the assignment of contractual rights, the plaintiff must plead with specificity the facts showing that the parties at the time of assignment intended to assign the right to pursue those tort remedies. See Ch. 269, *Fraud and Deceit*, § 269.91[4].

Primary Assumption of Risk Applied. In *Cann v. Stefanec* (2013) 217 Cal. App. 4th 462, the court of appeal held that the primary assumption of risk doctrine provided a defense when one member of a college swim team who was doing pushups during a mandatory strength training session was injured when another teammate lost her balance while lifting weights and dropped the weights, which apparently then rolled into plaintiff and struck her on the head. See Ch. 273, *Games, Sports, and Athletics*, § 273.30[6].

No Probable Cause When Precise Underlying Criminal Charges Are Fabricated. In *Greene v. Bank of America* (2013) 216 Cal. App. 4th 454, the court of appeal held that a defendant in a malicious prosecution action does not have probable cause to institute an underlying criminal proceeding when he or she believes that some crime has been committed, but without knowing the precise crime makes up charges in order to facilitate an arrest. See Ch. 357, *Malicious Prosecution and Abuse of Process*, § 357.16[1].

Pacemaker Company Did Not Undertake Duty to Direct Doctor in Placing

Leads. In *Smith v. St. Jude Medical, Inc.* (2013) 217 Cal. App. 4th 313, the court of appeal rejected the wrongful death claims of surviving family members against the company that sold a pacemaker to a hospital for surgical placement into their decedent, who died from complications caused when the implantation of the pacemaker perforated her right atrium and ascending aorta. Although plaintiffs sought to recover from the pacemaker provider and their salesperson who was present during the placement surgery to read the calibration information provided by their equipment used to test the status and functioning of the pacemaker and leads, the court noted that the evidence established that the salesperson's job was simply to read the machine and report the numbers to the doctor, and that the doctor determined how and where to place the leads. See Ch. 380, *Negligence*, § 380.32[2][a][ii].

Seller's Real Estate Agent Owes Duty to Notify Visitors of Concealed Dangers. In *Hall v. Rockcliff Realtors* (2013) 215 Cal. App. 4th 1134, the court of appeal, in concluding that a triable issue existed as to whether the listing real estate agent had knowledge of the danger posed by a stairway leading to an attic based on the report of a repair contractor, held that a real estate agent for a seller owes a duty to visitors of marketed property to notify of concealed dangerous conditions of which the agent has actual or constructive knowledge. The court also noted that actual or constructive knowledge of such dangers is imputed to the property owner, who, as the agent's principal, shares with the agent liability for damages proximately caused by a breach of this duty. See Ch. 421, *Premises Liability*, § 421.14[1].

Disclosure of Non-Member Public Employee Contact Information to Union Permitted. In *County of Los Angeles v. Los*

Angeles County Employee Relations Com. (2013) 56 Cal. 4th 905, the California Supreme Court held that, while Los Angeles County employees who had chosen not to join the local public employee union had a reasonable privacy interest in protecting their home addresses and telephone numbers from disclosure to the union, the union, as the exclusive collective bargaining representative for the employees, even those who chose not to join, had an important and legitimate countervailing interest in obtaining personal contact information for those employees and the balancing of interests generally favored disclosure. See Ch. 429, *Privacy*, § 429.16[12][g].

Cross-Complaint Against Public Entity May Require Compliance With Claims Statute. In *Southern California Edison Co. v. City of Victorville* (2013) 217 Cal. App. 4th 218, the court of appeal held that if a cross-complaint against a public entity is not purely defensive in nature but rather alleges additional facts not brought up in the complaint already filed against the public entity, and defending against the cross-complaint would require the public entity to engage in new investigation beyond that which it has already preformed in defending against the plaintiff's complaint, the cross-complainant must comply with the claims filing requirements. See Ch. 464, *Public Entities and Officers: Government Claims Act*, § 464.22[4].

Exception for Fraud, Corruption, or Malice Is Inapplicable to Enactment or Permitting Immunities. In *Freeny v. City of San Buenaventura* (2013) 216 Cal. App. 4th 1333, the court of appeal held that the exception to immunity for "actual fraud, corruption or actual malice" provided in Gov. Code § 822.2 does not apply to the immunity for adopting or failing to adopt an enactment or to the immunity for denying or refusing to issue permits and approv-

als. See Ch. 464, *Public Entities and Officers: Government Claims Act*, § 464.64[3], [8].

Path in Residential Area Was Recreational Trail. In *Montenegro v. City of Bradbury* (2013) 215 Cal. App. 4th 924, the court of appeal held that a path in a residential area was a recreational trail for purposes of the recreational trail immunity of Gov. Code § 831.4, despite the fact that some persons may use the path as an ordinary walkway, when evidence established that the city designed and designated the trail as a recreational trail for joggers, hikers, bicyclists, and horseback riders. See Ch. 464, *Public Entities and Officers: Government Claims Act*, § 464.85[7].

Trial Court Had Jurisdiction to Hear Action Against Utility Based on Placement of Light Pole. In *Southern California Edison Co. v. City of Victorville* (2013) 217 Cal. App. 4th 218, the court of appeal held that while the Public Utilities Commission may exercise jurisdiction over the placement of utility poles in a particular tariff, when it has not done so and the municipality has, a trial court has jurisdiction to hear a cause of action against the utility based on the placement of such poles, given that a civil judgment against that utility on that basis would not directly contravene a specific order or decision of the Commission or otherwise undermine the general supervisory or regulatory power of the Commission. See Ch. 545, *Telephone and Telegraph Communication*, § 545.19.

TRIAL

Hearsay Exception for Computerized Compilation. In *People v. Zavala* (2013) 216 Cal. App. 4th 242, the court held that a printed compilation of call data produced by human query for use at trial falls under the business records exception if the underlying data is automatically recorded and

stored by a reliable computer program in the regular course of business. See Ch. 551, *Trial*, § 551.74[6][c].

Prejudicial Juror Misconduct. In *In re Boyette* (2013) 56 Cal. 4th 866, the California Supreme Court held that a juror's failure to disclose information about his family's criminal history and other jurors' viewing of a movie about prison life did not substantially prejudice the defendant's right to an unbiased jury. See Ch. 371, *Motions After Trial*, § 371.63[3][b][i].

UNFAIR COMPETITION

Costs and Fees May Be Awarded After Settlement in Trade Secrets Action if Permitted Under Settlement. In *Khavarian Enterprises, Inc. v. Commline, Inc.* (2013) 216 Cal. App. 4th 310, the court of appeal held that an award of costs and attorney's fees under the Trade Secrets Act may be made by a trial court even after the parties have settled their lawsuit, if the settlement includes a provision allowing a party to seek such costs and fees. See Ch. 565, *Unfair Competition*, § 565.103[7][d].

WORKERS' COMPENSATION

Certification and Use of Interpreters Final Regulations. The Division of Workers' Compensation, implementing relevant statutory provisions enacted by SB 863, has promulgated final regulations, 8 Cal. Code Reg. §§ 9795.1, 9795.1.5, 9795.1.6, 9795.3, 9795.5, governing interpreter certification and use of certified interpreters. See Ch. 577, *Workers' Compensation*, § 577.176.

Independent Medical Review Emergency Regulations. The Division of Workers' Compensation, implementing relevant statutory provisions enacted by SB 863, has promulgated emergency regulations, 8 Cal. Code Reg. §§ 9792.10.1–9792.10.9, governing independent medical reviews. See

Ch. 577, *Workers' Compensation*, § 577.45[1][d].

Independent Bill Review Emergency Regulations. The Division of Workers' Compensation, implementing relevant statutory provisions enacted by SB 863, has promulgated emergency regulations, 8 Cal. Code Reg. §§ 9792.5.0–9792.5.15, governing independent medical bill review. See Ch. 577, *Workers' Compensation*, § 577.45[1][e].

Permanent Disability Rating Determination Emergency Regulations. The Division of Workers' Compensation, implementing relevant statutory provisions enacted by SB 863, has promulgated emergency regulations, 8 Cal. Code Reg. §§ 10159 and 10160, governing permanent disability rating determinations. See Ch. 577, *Workers' Compensation*, § 577.45[4][d][i].

Qualified Medical Evaluator Emergency Regulations. The Division of Workers' Compensation, implementing relevant statutory provisions enacted by SB 863, has promulgated emergency regulations, 8 Cal. Code Reg. §§ 30, 31.7, 35, 35.5, 36, 37, 38, 105, 106, governing qualified medical evaluators. See Ch. 577, *Workers' Compensation*, § 577.46[3][a], [g], [k], [l], [n], [s], [4][a].

Lien Filing Fee Emergency Regulations. The Division of Workers' Compensation, implementing relevant statutory provisions enacted by SB 863, has promulgated emergency regulations, 8 Cal. Code Reg. §§ 10207 and 10208, governing lien filing fees. See Ch. 577, *Workers' Compensation*, § 577.262.

Electronic Document Filing Emergency Regulations. The Division of Workers' Compensation, implementing relevant statutory provisions enacted by SB 863, has promulgated emergency regulations, 8 Cal.

Code Reg. §§ 10206–10206.15, governing electronic document filing. See Ch. 577, *Workers' Compensation*, § 577.106[3].

Temporary Disability; 104-Week Limit. The court of appeal, in *County of Alameda v. Workers' Comp. Appeals Bd. (Knittel)* (2013) 213 Cal. App. 4th 278, salary continuation benefits paid to an injured public safety officer counted toward the 104-week limit on temporary disability payments specified in Labor Code Section 4656(c)(2). See Ch. 577, *Workers' Compensation*, § 577.45[3][a].

Third Party Actions; Exclusive Remedy; Judicial Estoppel; Volunteers. The court of appeal, in *Minish v. Hanuman Fellowship* (2013) 214 Cal. App. 4th 437, has held that the trial court erred in granting summary judgment in a defendant non-profit organization's favor, either on the affirmative defense of workers' compensation as the plaintiff's exclusive remedy or on a judicial estoppel theory, when the plaintiff was volunteering for the organization when she was injured from a fall off a forklift. See Ch. 577, *Workers' Compensation*, § 577.312[1].

Psychiatric Injuries; Personnel Actions; Medical Evidence. The court of appeal, in *County of Sacramento v. Workers' Comp. Appeals Bd. (Brooks)* (2013) 215 Cal. App. 4th 785, held that the Appeals Board's decision that the employee's claim for psychiatric injury was compensable and not barred by Lab. Code § 3208.3(h) was not supported by substantial evidence and that the AME has no authority to decide what is or is not a personnel action. See Ch. 577, *Workers' Compensation*, § 577.14[3][d][iv].

Air Ambulance; Official Medical Fee Schedule. The Appeals Board en banc in *Enriquez v. Couto Dairy* (2013) 78 Cal. Comp. Cases 323 (Appeals Board en banc

opinion) held that: (1) neither Cal. Const. art. III, § 3.5, nor Lab. Code § 5307.1 prevents the Board from finding preemption of 8 Cal. Code Reg. § 9789.70, which contains the official medical fee schedule for air ambulance services; (2) the federal airline deregulation act preempts that regulation if a lien claimant for air ambulance services is "an air carrier that may provide air transportation" within the meaning of the federal act; and (3) the air ambulance provider has the burden of showing that it is "an air carrier that may provide air transportation" within the meaning of the preemption provision, including showing that it is authorized to provide interstate air transportation. See Ch. 577, *Workers' Compensation*, § 577.45[1][b].

Liens; Activation Fee. The Appeals Board en banc in *Figueroa v. B.C. Doering Co.* (2013) 78 Cal. Comp. Cases 439 (Appeals Board en banc opinion), affirming *Figueroa v. B.C. Doering Co.* (2013) 78 Cal. Comp. Cases 336 (Appeals Board Significant Panel Decision), held that, when a lien claim falls within the lien activation fee requirements of Lab. Code § 4903.06: (1) the lien activation fee must be paid prior to commencement of a lien conference, which is the time that the conference is scheduled to begin, not the time when the case is actually called; (2) if the lien claimant fails to pay the lien activation fee prior to commencement of the lien conference and/or fails to provide proof of payment at the conference, its lien must be dismissed with prejudice; (3) breach of the defendant's duty to serve required documents or to engage in settlement negotiations does not excuse the lien claimant's obligation to pay the lien activation fee; and (4) notice of intention is not required prior to dismissing the lien with prejudice for failure to pay the lien activation fee or failure to present proof of

payment of the lien activation fee at the lien conference. See Ch. 577, *Workers' Compensation*, § 577.262.

Liens; Activation Fee; Costs. The Appeals Board en banc in *Martinez v. Terrazas* (2013) 78 Cal. Comp. Cases 444 (Appeals Board en banc opinion) held that: (1) a claim for medical-legal expenses may not be filed as a petition for costs under Lab. Code § 5811; and (2) medical-legal lien claimants who withdrew their liens and filed petitions for costs prior to the date of this decision (May 7, 2013) may pursue recovery through the lien process if they comply with the lien activation fee requirements of Lab. Code § 4903.06 and if their liens have not otherwise been dismissed. See Ch. 577, *Workers' Compensation*, § 577.262.

California Workers' Compensation Jurisdiction; Exemptions. The Appeals Board en banc in *Carroll v. Cincinnati Bengals* (2013) 78 Cal. Comp. Cases 655 (Appeals Board en banc opinion) held that an employee and employer are exempted by Lab. Code § 3600.5(b) from the provisions of California workers' compensation

law when the employee was hired outside of California and (1) the employee is temporarily within California doing work for the employer, (2) the employer furnishes coverage under the workers' compensation or similar laws of another state that covers the employee's employment while in California, (3) the other state recognizes California's extraterritorial provisions, and (4) the other state likewise exempts California employers and employees covered by California's workers' compensation laws from application of its workers' compensation or similar laws. See Ch. 577, *Workers' Compensation*, § 577.12[3][a].

Liens; Activation Fee. The Appeals Board in *Mendez v. Le Chef Bakery* (2013) 78 Cal. Comp. Cases 454 (Appeals Board Significant Panel Decision) held that the lien claimant was not required to pay the lien activation fee prior to a 2013 lien trial, based on a fact pattern that distinguished this case from *Figueroa v. B.C. Doering Co.* (2013) 78 Cal. Comp. Cases 439 (Appeals Board en banc opinion), decided by the Board on this same day. See Ch. 577, *Workers' Compensation*, § 577.262.

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Pages Numbered*

*Insert New
Pages Numbered*

VOLUME 8

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	89-17.	89-17 thru 89-18.1
<input type="checkbox"/>	89-28.3 thru 89-28.5.	89-28.3 thru 89-28.5

VOLUME 9

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	94-5 thru 94-7	94-5 thru 94-7
<input type="checkbox"/>	94-57 thru 94-58.1	94-57 thru 94-58.1
<input type="checkbox"/>	94-77 thru 94-94.1	94-77 thru 94-93
<input type="checkbox"/>	95-227	95-227 thru 95-228.1
<input type="checkbox"/>	98-1 thru 98-9	98-1 thru 98-10.1

VOLUME 10

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	104-51	104-51 thru 104-52.1

VOLUME 11

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	109-13	109-13
<input type="checkbox"/>	110-44.3 thru 110-45	110-45 thru 110-46.5
<input type="checkbox"/>	112-3 thru 112-5	112-3 thru 112-5
<input type="checkbox"/>	112-29 thru 112-33	112-29 thru 112-33
<input type="checkbox"/>	113-37	113-37 thru 113-38.1
<input type="checkbox"/>	113-56.11 thru 113-57	113-57 thru 113-58.1
<input type="checkbox"/>	113-95 thru 113-104.5	113-95 thru 113-104.5
<input type="checkbox"/>	113-110.12(6)(a) thru 113-110.12(9)	113-110.12(7) thru 113-110.12(10)(c)
<input type="checkbox"/>	113-110.34(1) thru 113-110.35	113-110.35 thru 113-110.36(1)
<input type="checkbox"/>	114-15	114-15 thru 114-16.1
<input type="checkbox"/>	114-22.5 thru 114-22.9.	114-22.5 thru 114-22.11
<input type="checkbox"/>	114-41 thru 114-42.1	114-41 thru 114-42.1
<input type="checkbox"/>	114-58.5 thru 114-58.12(1).	114-58.5 thru 114-58.12(2)(a)
<input type="checkbox"/>	114-58.16(1) thru 114-58.17	114-58.17 thru 114-58.18(3)
<input type="checkbox"/>	115-7 thru 115-8.1.	115-7 thru 115-8.1
<input type="checkbox"/>	115-41	115-41 thru 115-42.1

Check As Done	<u>Remove Old Pages Numbered</u>	<u>Insert New Pages Numbered</u>
<input type="checkbox"/>	115-56.5 thru 115-56.6(1)	115-56.5 thru 115-56.6(1)
<input type="checkbox"/>	115-87	115-87 thru 115-88.1
<input type="checkbox"/>	115-107 thru 115-108.1	115-107 thru 115-108.1
<input type="checkbox"/>	115-120.1 thru 115-125	115-121 thru 115-126.1
<input type="checkbox"/>	115-173 thru 115-176.1	115-173 thru 115-176.1
<input type="checkbox"/>	116-13	116-13 thru 116-14.1
<input type="checkbox"/>	116-65 thru 116-66.1	116-65 thru 116-66.1
<input type="checkbox"/>	118-83 thru 118-84.1	118-83 thru 118-84.1

VOLUME 12

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	119-53 thru 119-61	119-53 thru 119-61
<input type="checkbox"/>	120-13	120-13 thru 120-14.1
<input type="checkbox"/>	120-22.1	120-22.1
<input type="checkbox"/>	120-50.5 thru 120-50.9	120-50.5 thru 120-50.9
<input type="checkbox"/>	120-65 thru 120-66.1	120-65 thru 120-66.1
<input type="checkbox"/>	124-54.1 thru 124-56.5	124-55 thru 124-56.5
<input type="checkbox"/>	125-46.1 thru 125-65	125-47 thru 125-63

VOLUME 13

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	126-17	126-17 thru 126-18.1
<input type="checkbox"/>	129-52.1 thru 129-52.3	129-52.1 thru 129-52.3
<input type="checkbox"/>	140-9 thru 140-10.1	140-9 thru 140-10.1
<input type="checkbox"/>	140-53	140-53 thru 140-54.1
<input type="checkbox"/>	140-71 thru 140-74.3	140-71 thru 140-74.4(1)
<input type="checkbox"/>	140-93	140-93 thru 140-94.1
<input type="checkbox"/>	140-125 thru 140-129	140-125 thru 140-130.1
<input type="checkbox"/>	140-169	140-169 thru 140-170.1
<input type="checkbox"/>	140-237	140-237 thru 140-238.1

VOLUME 15

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	174-33 thru 174-41	174-33 thru 174-42.1
<input type="checkbox"/>	174-52.1 thru 174-76.1	174-53 thru 174-76.3
<input type="checkbox"/>	174-109	174-109 thru 174-110.1
<input type="checkbox"/>	174-133 thru 174-143	174-133 thru 174-144.1
<input type="checkbox"/>	174-177	174-177 thru 174-178.1

Check As Done	<u>Remove Old Pages Numbered</u>	<u>Insert New Pages Numbered</u>
<input type="checkbox"/>	174-187 thru 174-193	174-187 thru 174-194.1
<input type="checkbox"/>	174-251	174-251
<input type="checkbox"/>	174-309 thru 174-311	174-309 thru 174-311
<input type="checkbox"/>	177-45 thru 177-46.1	177-45 thru 177-46.1
<input type="checkbox"/>	177-61 thru 177-66.1	177-61 thru 177-66.1
<input type="checkbox"/>	177-90.1	177-90.1
<input type="checkbox"/>	177-108.1.	177-108.1
<input type="checkbox"/>	181-22.1 thru 181-26.1	181-23 thru 181-26.1
<input type="checkbox"/>	182-2.1 thru 182-18.1	182-3 thru 182-18.1
<input type="checkbox"/>	182-39	182-39

VOLUME 16

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	190-15	190-15 thru 190-16.1
<input type="checkbox"/>	190-29 thru 190-31	190-29 thru 190-32.1
<input type="checkbox"/>	191-3 thru 191-4.1	191-3 thru 191-4.1
<input type="checkbox"/>	191-25 thru 191-28.5	191-25 thru 191-28.5
<input type="checkbox"/>	191-39 thru 191-45	191-39 thru 191-48.1
<input type="checkbox"/>	191-58.3	191-58.3
<input type="checkbox"/>	191-89 thru 191-112.1	191-89 thru 191-112.5
<input type="checkbox"/>	193-53 thru 193-55	193-53 thru 193-55
<input type="checkbox"/>	193-83 thru 193-85	193-83 thru 193-86.1
<input type="checkbox"/>	195-14.1 thru 195-15	195-15 thru 195-16.1
<input type="checkbox"/>	195-27 thru 195-30.1	195-27 thru 195-30.1
<input type="checkbox"/>	196-15 thru 196-17	196-15 thru 196-17
<input type="checkbox"/>	196-27 thru 196-28.1	196-27 thru 196-28.1

VOLUME 17

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	205-37 thru 205-38.1	205-37 thru 205-38.1
<input type="checkbox"/>	206-88.1 thru 206-89	206-89 thru 206-90.1
<input type="checkbox"/>	206-121 thru 206-122.1	206-121 thru 206-122.1

VOLUME 18

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	221-29 thru 221-31	221-29 thru 221-32.1

Check
As
Done

*Remove Old
Pages Numbered*

*Insert New
Pages Numbered*

VOLUME 19

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	223-21	223-21
<input type="checkbox"/>	227-75	227-75 thru 227-76.1

VOLUME 20

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	247-149	247-149
<input type="checkbox"/>	247-177	247-177 thru 247-178.1

VOLUME 21

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	248-60.1 thru 248-60.3	248-60.1 thru 248-60.3
<input type="checkbox"/>	249-25	249-25 thru 249-26.1
<input type="checkbox"/>	249-76.7 thru 249-77	249-77 thru 249-78.1
<input type="checkbox"/>	250-11 thru 250-12.1	250-11 thru 250-12.1
<input type="checkbox"/>	250-29	250-29 thru 250-30.1
<input type="checkbox"/>	250-82.1	250-82.1
<input type="checkbox"/>	254-65 thru 254-66.3	254-65 thru 254-66.3
<input type="checkbox"/>	254-121 thru 254-123	254-121 thru 254-124.1

VOLUME 23

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	269-21	269-21 thru 269-22.1
<input type="checkbox"/>	269-46.5 thru 269-47	269-47 thru 269-48.1
<input type="checkbox"/>	269-89 thru 269-97	269-89 thru 269-97
<input type="checkbox"/>	269-115 thru 269-117	269-115 thru 269-117
<input type="checkbox"/>	273-26.1 thru 273-28.1	273-27 thru 273-28.1

VOLUME 24

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	281-33	281-33 thru 281-34.1

Check As Done	<u>Remove Old Pages Numbered</u>	<u>Insert New Pages Numbered</u>
<input type="checkbox"/>	281-43 thru 281-47	281-43 thru 281-48.1

VOLUME 25

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	292-49 thru 292-53	292-49 thru 292-53

VOLUME 26

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	303-79 thru 303-80.5	303-79 thru 303-80.5
<input type="checkbox"/>	303-99	303-99 thru 303-100.1
<input type="checkbox"/>	308-5.	308-5
<input type="checkbox"/>	308-19 thru 308-20.1	308-19 thru 308-20.1
<input type="checkbox"/>	308-71 thru 308-73	308-71 thru 308-74.7
<input type="checkbox"/>	308-143	308-143 thru 308-144.1
<input type="checkbox"/>	308-157 thru 308-164.1	308-157 thru 308-164.1
<input type="checkbox"/>	308-193	308-193 thru 308-194.1
<input type="checkbox"/>	308-264.1 thru 308-264.3	308-264.1 thru 308-264.3
<input type="checkbox"/>	308-282.1 thru 308-283	308-283 thru 308-284.1
<input type="checkbox"/>	308-301 thru 308-311	308-301 thru 308-312.3

VOLUME 27

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	317-109	317-109
<input type="checkbox"/>	318-55 thru 318-63	318-55 thru 318-63
<input type="checkbox"/>	318-89	318-89
<input type="checkbox"/>	318-121 thru 318-123	318-121 thru 318-123
<input type="checkbox"/>	318-130.1 thru 318-133	318-131 thru 318-134.1
<input type="checkbox"/>	318-163 thru 318-165	318-163 thru 318-165
<input type="checkbox"/>	321-31 thru 321-37	321-31 thru 321-38.1
<input type="checkbox"/>	322-55 thru 322-59	322-55 thru 322-59
<input type="checkbox"/>	322-87	322-87

VOLUME 28

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	323-128.1.	323-128.1

Check As Done	<u>Remove Old Pages Numbered</u>	<u>Insert New Pages Numbered</u>
<input type="checkbox"/>	324-15	324-15 thru 324-16.1
<input type="checkbox"/>	324-59 thru 324-63	324-59 thru 324-61
<input type="checkbox"/>	324-93	324-93 thru 324-94.1
<input type="checkbox"/>	326-17	326-17 thru 326-18.1
<input type="checkbox"/>	326-39	326-39
<input type="checkbox"/>	326A-27 thru 326A-29	326A-27 thru 326A-29
<input type="checkbox"/>	326A-41 thru 326A-47	326A-41 thru 326A-47
<input type="checkbox"/>	328-15 thru 328-23	328-15 thru 328-24.3
<input type="checkbox"/>	328-341	328-341 thru 328-342.1
<input type="checkbox"/>	328-409 thru 328-421	328-409 thru 328-422.1
<input type="checkbox"/>	328-435 thru 328-439	328-435 thru 328-440.1
<input type="checkbox"/>	328-525 thru 328-591	328-525 thru 328-592.5
<input type="checkbox"/>	328-603 thru 328-609	328-603 thru 328-609

VOLUME 29

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	333-15	333-15 thru 333-16.1
<input type="checkbox"/>	333-79 thru 333-80.1	333-79 thru 333-80.1
<input type="checkbox"/>	333-199	333-199

VOLUME 30

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	340-40.1 thru 340-41	340-41
<input type="checkbox"/>	340-51	340-51
<input type="checkbox"/>	345-93	345-93
<input type="checkbox"/>	345-138.5 thru 345-138.7	345-138.5 thru 345-138.7
<input type="checkbox"/>	345APP-22.1 thru 345APP-23	345APP-23 thru 345APP-24.1
<input type="checkbox"/>	345APP-48.1 thru 345APP-48.3	345APP-48.1 thru 345APP-48.3
<input type="checkbox"/>	345A-21 thru 345A-23	345A-21 thru 345A-23
<input type="checkbox"/>	345A-83 thru 345A-84.1	345A-83 thru 345A-84.1

VOLUME 31

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	349-28.1 thru 349-30.1	349-29 thru 349-30.1
<input type="checkbox"/>	349-39 thru 349-42.3	349-39 thru 349-42.3
<input type="checkbox"/>	357-30.1	357-30.1
<input type="checkbox"/>	358-21 thru 358-22.1	358-21 thru 358-22.1
<input type="checkbox"/>	358-108.1 thru 358-109	358-109 thru 358-110.1

Check
As
Done

*Remove Old
Pages Numbered*

*Insert New
Pages Numbered*

VOLUME 32

Revision

☐ Title page. Title page

Special Alert

☐ Special Alert page 359SA-1 Special Alert page 359SA-1

Revision

<input type="checkbox"/>	359-1 thru 359-2.1	359-1 thru 359-2.1
<input type="checkbox"/>	359-15 thru 359-23	359-15 thru 359-23
<input type="checkbox"/>	359-71 thru 359-73	359-71 thru 359-73
<input type="checkbox"/>	361A-3 thru 361A-21	361A-3 thru 361A-22.5
<input type="checkbox"/>	361A-97 thru 361A-101	361A-97 thru 361A-102.1
<input type="checkbox"/>	369-91	369-91 thru 369-92.1

VOLUME 33

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	371-19	371-19 thru 371-20.1
<input type="checkbox"/>	371-31 thru 371-36.1	371-31 thru 371-36.1
<input type="checkbox"/>	371-55 thru 371-57	371-55 thru 371-57
<input type="checkbox"/>	371-69	371-69
<input type="checkbox"/>	371-85 thru 371-88.1	371-85 thru 371-88.1
<input type="checkbox"/>	371-125	371-125
<input type="checkbox"/>	372-3.	372-3 thru 372-4.1
<input type="checkbox"/>	372-16.1 thru 372-21	372-17 thru 372-22.1
<input type="checkbox"/>	372-43 thru 372-51	372-43 thru 372-49
<input type="checkbox"/>	372-61 thru 372-63	372-61 thru 372-63
<input type="checkbox"/>	376-65 thru 376-66.13.	376-65 thru 376-66.14(5)
<input type="checkbox"/>	377-33 thru 377-45	377-33 thru 377-43
<input type="checkbox"/>	380-39	380-39 thru 380-40.1
<input type="checkbox"/>	385-3.	385-3
<input type="checkbox"/>	385-27	385-27
<input type="checkbox"/>	385-51	385-51 thru 385-52.1

VOLUME 34

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	386-31	386-31
<input type="checkbox"/>	386-41	386-41

Check As Done	<u>Remove Old Pages Numbered</u>	<u>Insert New Pages Numbered</u>
<input type="checkbox"/>	387-1 thru 387-9	387-1 thru 387-9
<input type="checkbox"/>	387-22.1 thru 387-26.1	387-23 thru 387-26.1
<input type="checkbox"/>	391-17	391-17 thru 391-18.1
<input type="checkbox"/>	391-61 thru 391-69	391-61 thru 391-70.1

VOLUME 35

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	411-15	411-15
<input type="checkbox"/>	411-31	411-31 thru 411-32.1

VOLUME 36

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	414-13	414-13 thru 414-14.1
<input type="checkbox"/>	414-95 thru 414-96.1	414-95 thru 414-96.1
<input type="checkbox"/>	415-23 thru 415-24.1	415-23 thru 415-24.1
<input type="checkbox"/>	415-47 thru 415-49	415-47 thru 415-49
<input type="checkbox"/>	415-83	415-83
<input type="checkbox"/>	415-93	415-93 thru 415-94.1
<input type="checkbox"/>	421-27 thru 421-28.1	421-27 thru 421-28.1

VOLUME 37

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	429-55	429-55 thru 429-56.1

VOLUME 40

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	464-35	464-35 thru 464-36.1
<input type="checkbox"/>	464-117 thru 464-121	464-117 thru 464-122.1
<input type="checkbox"/>	464-143	464-143 thru 464-144.1
<input type="checkbox"/>	464-159	464-159 thru 464-160.1
<input type="checkbox"/>	464-253 thru 464-254.1	464-253 thru 464-254.1
<input type="checkbox"/>	466-5.	466-5

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

*Insert New
Pages Numbered*

VOLUME 41

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	470C-1 thru 470C-4.1	470C-1 thru 470C-4.1
<input type="checkbox"/>	470C-17 thru 470C-18.3	470C-17 thru 470C-18.3
<input type="checkbox"/>	470C-26.1 thru 470C-33	470C-27 thru 470C-34.1
<input type="checkbox"/>	470C-51	470C-51 thru 470C-52.1
<input type="checkbox"/>	470C-66.2(2)(a)	470C-66.2(2)(a) thru 470C-66.2(2)(c)
<input type="checkbox"/>	470C-91 thru 470C-94.1	470C-91 thru 470C-94.1
<input type="checkbox"/>	471B-6.1 thru 471B-7	471B-7 thru 471B-8.1
<input type="checkbox"/>	471B-59 thru 471B-60.1	471B-59 thru 471B-60.1
<input type="checkbox"/>	471B-87 thru 471B-89	471B-87 thru 471B-89
<input type="checkbox"/>	472B-19 thru 472B-21	472B-19 thru 472B-21

VOLUME 41A

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	473-43 thru 473-47	473-43 thru 473-48.1
<input type="checkbox"/>	473F-64.3	473F-64.3
<input type="checkbox"/>	473G-43 thru 473G-52.1	473G-43 thru 473G-52.1
<input type="checkbox"/>	474-15 thru 474-17	474-15 thru 474-18.1
<input type="checkbox"/>	474A-31 thru 474A-37	474A-31 thru 474A-38.1
<input type="checkbox"/>	474A-40.8(1)	474A-40.8(1)
<input type="checkbox"/>	474B-35 thru 474B-42.2(1)	474B-35 thru 474B-42.2(3)

VOLUME 42

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	480-27	480-27 thru 480-28.1
<input type="checkbox"/>	480-58.1 thru 480-62.13	480-59 thru 480-62.21
<input type="checkbox"/>	482-1 thru 482-97	482-1 thru 482-65

VOLUME 43

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	486-33	486-33
<input type="checkbox"/>	489-75 thru 489-83	489-75 thru 489-83
<input type="checkbox"/>	489-187 thru 489-189	489-187 thru 489-190.1
<input type="checkbox"/>	491-65 thru 491-69	491-65 thru 491-70.1

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<input type="checkbox"/>	492-48.1 thru 492-49	492-49 thru 492-50.1

VOLUME 44

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	511-29 thru 511-35	511-29 thru 511-35

VOLUME 45

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	512-37	512-37 thru 512-38.1
<input type="checkbox"/>	518-5 thru 518-13	518-5 thru 518-14.1
<input type="checkbox"/>	518-71 thru 518-93	518-71 thru 518-94.3
<input type="checkbox"/>	518-183	518-183 thru 518-187

VOLUME 46

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	520-11 thru 520-17	520-11 thru 520-18.1
<input type="checkbox"/>	520-61 thru 520-62.1	520-61 thru 520-62.1
<input type="checkbox"/>	524-23	524-23
<input type="checkbox"/>	526-27 thru 526-29	526-27 thru 526-29
<input type="checkbox"/>	526-77	526-77
<input type="checkbox"/>	526-103 thru 526-105	526-103 thru 526-106.1
<input type="checkbox"/>	529-3 thru 529-5	529-3 thru 529-5
<input type="checkbox"/>	529-23	529-23
<input type="checkbox"/>	530-49	530-49 thru 530-50.1

VOLUME 47

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	537-5 thru 537-7	537-5 thru 537-8.1
<input type="checkbox"/>	537-57 thru 537-59	537-57 thru 537-59
<input type="checkbox"/>	537-111 thru 537-112.1	537-111 thru 537-112.1
<input type="checkbox"/>	537-203	537-203
<input type="checkbox"/>	540-37	540-37 thru 540-38.1
<input type="checkbox"/>	545-18.1 thru 545-20.1	545-19 thru 545-20.1

Check
As
Done

*Remove Old
Pages Numbered*

*Insert New
Pages Numbered*

VOLUME 48

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	548-9 thru 548-13.	548-9 thru 548-14.1
<input type="checkbox"/>	548-31	548-31
<input type="checkbox"/>	548-43 thru 548-44.3	548-43 thru 548-44.3
<input type="checkbox"/>	549-3.	549-3 thru 549-4.1
<input type="checkbox"/>	549-45 thru 549-48.5	549-45 thru 549-48.5
<input type="checkbox"/>	551-69 thru 551-70.1	551-69 thru 551-70.1
<input type="checkbox"/>	551-81	551-81
<input type="checkbox"/>	551-152.1 thru 551-152.2(1)	551-152.1 thru 551-152.2(1)
<input type="checkbox"/>	552-1.	552-1
<input type="checkbox"/>	552-11 thru 552-13	552-11 thru 552-13
<input type="checkbox"/>	553-29 thru 553-31	553-29 thru 553-31
<input type="checkbox"/>	555-148.13	555-148.13 thru 555-148.14(1)

VOLUME 49

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	565-35	565-35 thru 565-36.1
<input type="checkbox"/>	565-110.1.	565-110.1

VOLUME 50

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	571-7.	571-7
<input type="checkbox"/>	571-27	571-27
<input type="checkbox"/>	571-83	571-83 thru 571-84.1

VOLUME 51

Revision

<input type="checkbox"/>	Title page.	Title page
<input type="checkbox"/>	577-7 thru 577-19.	577-7 thru 577-20.1
<input type="checkbox"/>	577-37 thru 577-39	577-37 thru 577-39
<input type="checkbox"/>	577-53	577-53 thru 577-54.1
<input type="checkbox"/>	577-77	577-77 thru 577-78.1
<input type="checkbox"/>	577-134.15 thru 577-134.43	577-134.15 thru 577-134.44(7)
<input type="checkbox"/>	577-134.75 thru 577-134.121.	577-134.75 thru 577-134.122(1)
<input type="checkbox"/>	577-158.5 thru 577-158.8(1)	577-158.5 thru 577-158.8(1)

Check As Done	<u>Remove Old Pages Numbered</u>	<u>Insert New Pages Numbered</u>
<input type="checkbox"/>	577-187 thru 577-189	577-187 thru 577-190.3
<input type="checkbox"/>	577-210.15	577-210.15 thru 577-210.16(5)
<input type="checkbox"/>	577-212.1 thru 577-213	577-213 thru 577-214.1
<input type="checkbox"/>	577-233	577-233 thru 577-234.1
<input type="checkbox"/>	577-293	577-293
<input type="checkbox"/>	577-308.13 thru 577-309.	577-309 thru 577-310.1
<input type="checkbox"/>	577-347 thru 577-365	577-347 thru 577-366.1
<input type="checkbox"/>	577-375	577-375 thru 577-376.1
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