

AMENDED IN SENATE JANUARY 16, 2002

SENATE BILL

No. 97

Introduced by Senator Sher

January 18, 2001

An act to repeal and add Title 2.5 (commencing with Section 1633.1) of Part 2 of Division 3 of the Civil Code, relating to electronic transactions.

LEGISLATIVE COUNSEL'S DIGEST

SB 97, as amended, Sher. Electronic transactions.

The existing Uniform Electronic Transactions Act governs the effect of transactions entered into electronically, and provides, among other things, that a record or signature may not be denied legal effect or enforceability solely because it is in electronic format.

Federal law, the Electronic Signatures in Global and National Commerce Act, governs the acceptance of electronic signatures in commerce, but permits a state statute to modify, limit, or supersede these provisions under certain conditions.

This bill would ~~make various changes to~~ *revise and recast the provisions of the act Uniform Electronic Transactions Act. The bill would also enact the Consumer Electronic Transactions Act, which would expressly modify, limit, or supersede specified provisions of the federal act governing electronic signatures.*

Vote: majority. Appropriation: no. Fiscal committee: no. State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. Title 2.5 (commencing with Section 1633.1) of
2 Part 2 of Division 3 of the Civil Code is repealed.

3 SEC. 2. Title 2.5 (commencing with Section 1633.1) is added
4 to Part 2 of Division 3 of the Civil Code, to read:

5
6 TITLE 2.5. ~~UNIFORM ELECTRONIC TRANSACTIONS~~
7 ~~ACT ELECTRONICS TRANSACTIONS~~

8
9 CHAPTER 1. *UNIFORM ELECTRONIC TRANSACTIONS ACT*

10
11 1633.1. This ~~title~~ *chapter* may be cited as the Uniform
12 Electronic Transactions Act.

13 1633.2. In this title, the following terms have the following
14 meanings:

15 (1) ‘Agreement’ means the bargain of the parties in fact, as
16 found in their language or inferred from other circumstances and
17 from rules, regulations, and procedures given the effect of
18 agreements under laws otherwise applicable to a particular
19 transaction.

20 (2) ‘Automated transaction’ means a transaction conducted or
21 performed, in whole or in part, by electronic means or electronic
22 records, in which the acts or records of one or both parties are not
23 reviewed by an individual in the ordinary course ~~in~~ *of* forming a
24 contract, performing under an existing contract, or fulfilling an
25 obligation required by the transaction.

26 (3) ‘Computer program’ means a set of statements or
27 instructions to be used directly or indirectly in an information
28 processing system in order to bring about a certain result.

29 (4) ‘Contract’ means the total legal obligation resulting from
30 the parties’ agreement as affected by this ~~title~~ *chapter* and other
31 applicable law.

32 (5) ‘Electronic’ means relating to technology having
33 electrical, digital, magnetic, wireless, optical, electromagnetic, or
34 similar capabilities.

35 (6) ‘Electronic agent’ means a computer program or an
36 electronic or other automated means used independently to initiate
37 an action or respond to electronic records or performances in
38 whole or in part, without review or action by an individual.



1 (7) “Electronic record” means a record created, generated,
2 sent, communicated, received, or stored by electronic means.

3 (8) “Electronic signature” means an electronic sound, symbol,
4 or process attached to or logically associated with a record and
5 executed or adopted by a person with the intent to sign the record.

6 (9) “Governmental agency” means an executive, legislative,
7 or judicial agency, department, board, commission, authority,
8 institution, or instrumentality of the federal government or of a
9 state or of a county, municipality, or other political subdivision of
10 a state.

11 (10) “Information” means data, text, images, sounds, codes,
12 computer programs, software, databases, or the like.

13 (11) “Information processing system” means an electronic
14 system for creating, generating, sending, receiving, storing,
15 displaying, or processing information.

16 (12) “Person” means an individual, corporation, business
17 trust, estate, trust, partnership, limited liability company,
18 association, joint venture, governmental agency, public
19 corporation, or any other legal or commercial entity.

20 (13) “Record” means information that is inscribed on a
21 tangible medium or that is stored in an electronic or other medium
22 and is retrievable in perceivable form.

23 (14) “Security procedure” means a procedure employed for
24 the purpose of verifying that an electronic signature, record, or
25 performance is that of a specific person or for detecting changes
26 or errors in the information in an electronic record. The term
27 includes a procedure that requires the use of algorithms or other
28 codes, identifying words or numbers, encryption, or callback or
29 other acknowledgment procedures.

30 (15) “State” means a state of the United States, the District of
31 Columbia, Puerto Rico, the United States Virgin Islands, or any
32 territory or insular possession subject to the jurisdiction of the
33 United States. The term includes an Indian tribe or band, or
34 Alaskan native village, which is recognized by federal law or
35 formally acknowledged by a state.

36 (16) “Transaction” means an action or set of actions occurring
37 between two or more persons relating to the conduct of business,
38 commercial, or governmental affairs.



1 1633.3. (a) Except as otherwise provided in subdivision (b),
2 this ~~title~~ *chapter* applies to electronic records and electronic
3 signatures relating to a transaction.

4 (b) This ~~title~~ *chapter* does not apply to a transaction to the
5 extent it is governed by any of the following:

6 (1) A law governing the creation and execution of wills,
7 codicils, or testamentary trusts.

8 (2) Division 1 (commencing with Section 1101) of the Uniform
9 Commercial Code, except Sections 1107 and 1206.

10 (3) Divisions 3 (commencing with Section 3101), 4
11 (commencing with Section 4101), 5 (commencing with Section
12 5101), 8 (commencing with Section 8101), 9 (commencing with
13 Section 9101), and 11 (commencing with Section 11101) of the
14 Uniform Commercial Code.

15 (c) This ~~title~~ *chapter* does not apply to any of the following:

16 (1) Any notice of the cancellation or termination of utility
17 services (including water, heat, and power).

18 (2) Any notice of default, acceleration, repossession,
19 foreclosure, or eviction, or the right to cure, under a credit
20 agreement secured by, or a rental agreement for, a primary
21 residence of an individual.

22 (3) Any notice of the cancellation or termination of health
23 insurance or benefits or life insurance benefits (excluding
24 annuities).

25 (4) Any notice of recall of a product, or material failure of a
26 product, that risks endangering health or safety.

27 (5) Any document required to accompany any transportation or
28 handling of hazardous materials, pesticides, or other toxic or
29 dangerous materials.

30 (d) This ~~title~~ *chapter* applies to an electronic record or
31 electronic signature otherwise excluded from the application of
32 this ~~title~~ *chapter* under subdivision (b) to the extent it is governed
33 by a law other than those specified in subdivision (b).

34 (e) A transaction subject to this ~~title~~ *chapter* is also subject to
35 other applicable substantive law.

36 1633.4. This ~~title~~ *chapter* applies to any electronic record or
37 electronic signature created, generated, sent, communicated,
38 received, or stored on or after January 1, 2002.

39 1633.5. (a) This ~~title~~ *chapter* does not require a record or
40 signature to be created, generated, sent, communicated, received,



1 stored, or otherwise processed or used by electronic means or in
2 electronic form.

3 (b) This ~~title~~ *chapter* applies only to transactions between
4 parties each of which has agreed to conduct transactions by
5 electronic means. Whether the parties agree to conduct a
6 transaction by electronic means is determined from the context and
7 surrounding circumstances, including the parties' conduct.

8 (c) A party that agrees to conduct a transaction by electronic
9 means may refuse to conduct other transactions by electronic
10 means. The right granted by this subdivision may not be waived
11 by agreement.

12 (d) Except as otherwise provided in this ~~title~~ *chapter*, the effect
13 of any of its provisions may be varied by agreement. The presence
14 in certain provisions of this ~~title~~ *chapter* of the words "unless
15 otherwise agreed", or words of similar import, does not imply that
16 the effect of other provisions may not be varied by agreement.

17 (e) Whether an electronic record or electronic signature has
18 legal consequences is determined by this ~~title~~ *chapter* and other
19 applicable law.

20 1633.6. This ~~title~~ *chapter* shall be construed and applied to do
21 all of the following:

22 (1) Facilitate electronic transactions consistent with other
23 applicable law.

24 (2) Be consistent with reasonable practices concerning
25 electronic transactions and with the continued expansion of those
26 practices.

27 (3) Effectuate its general purpose to make uniform the law with
28 respect to the subject of this ~~title~~ *chapter* among states enacting it.

29 1633.7. (a) A record or signature may not be denied legal
30 effect or enforceability solely because it is in electronic form.

31 (b) A contract may not be denied legal effect or enforceability
32 solely because an electronic record was used in its formation.

33 (c) If a law requires a record to be in writing, an electronic
34 record satisfies the law.

35 (d) If a law requires a signature, an electronic signature satisfies
36 the law.

37 1633.8. (a) If parties have agreed to conduct a transaction by
38 electronic means and a law requires a person to provide, send, or
39 deliver information in writing to another person, the requirement
40 is satisfied if the information is provided, sent, or delivered, as the



1 case may be, in an electronic record capable of retention by the
2 recipient at the time of receipt. An electronic record is not capable
3 of retention by the recipient if the sender or its information
4 processing system inhibits the ability of the recipient to print or
5 store the electronic record.

6 (b) If a law other than this ~~title~~ *chapter* requires a record (i) to
7 be posted or displayed in a certain manner, (ii) to be sent,
8 communicated, or transmitted by a specified method, or (iii) to
9 contain information that is formatted in a certain manner, the
10 following rules apply:

11 (1) The record must be posted or displayed in the manner
12 specified in the other law.

13 (2) Except as otherwise provided in paragraph (2) of
14 subdivision (d), the record shall be sent, communicated, or
15 transmitted by the method specified in the other law.

16 (3) The record shall contain the information formatted in the
17 manner specified in the other law.

18 (c) If a sender inhibits the ability of a recipient to store or print
19 an electronic record, the electronic record is not enforceable
20 against the recipient.

21 (d) The requirements of this section may not be varied by
22 agreement, except for the following:

23 (1) To the extent a law other than this ~~title~~ *chapter* requires
24 information to be provided, sent, or delivered in writing but
25 permits that requirement to be varied by agreement, the
26 requirement under subdivision (a) that the information be in the
27 form of an electronic record capable of retention may also be
28 varied by agreement.

29 (2) A requirement under a law other than this ~~title~~ *chapter* to
30 send, communicate, or transmit a record by first-class mail,
31 postage prepaid, may be varied by agreement to the extent
32 permitted by the other law.

33 1633.9. (a) An electronic record or electronic signature is
34 attributable to a person if it was the act of the person. The act of
35 the person may be shown in any manner, including a showing of
36 the efficacy of any security procedure applied to determine the
37 person to which the electronic record or electronic signature was
38 attributable.

39 (b) The effect of an electronic record or electronic signature
40 attributed to a person under subdivision (a) is determined from the



1 context and surrounding circumstances at the time of its creation,
2 execution, or adoption, including the parties' agreement, if any,
3 and otherwise as provided by law.

4 1633.10. If a change or error in an electronic record occurs in
5 a transmission between parties to a transaction, the following rules
6 apply:

7 (1) If the parties have agreed to use a security procedure to
8 detect changes or errors and one party has conformed to the
9 procedure, but the other party has not, and the nonconforming
10 party would have detected the change or error had that party also
11 conformed, the conforming party may avoid the effect of the
12 changed or erroneous electronic record.

13 (2) In an automated transaction involving an individual, the
14 individual may avoid the effect of an electronic record that resulted
15 from an error made by the individual in dealing with the electronic
16 agent of another person if the electronic agent did not provide an
17 opportunity for the prevention or correction of the error and, at the
18 time the individual learns of the error, the individual does all of the
19 following:

20 (A) Promptly notifies the other person of the error and that the
21 individual did not intend to be bound by the electronic record
22 received by the other person.

23 (B) Takes reasonable steps, including steps that conform to the
24 other person's reasonable instructions, to return to the other person
25 or, if instructed by the other person, to destroy the consideration
26 received, if any, as a result of the erroneous electronic record.

27 (C) Does not use or receive any benefit or value from the
28 consideration, if any, received from the other person.

29 (3) If neither paragraph (1) nor paragraph (2) applies, the
30 change or error has the effect provided by other law, including the
31 law of mistake, and the parties' contract, if any.

32 (4) Paragraphs (2) and (3) may not be varied by agreement.

33 1633.11. If a law requires a signature or record to be
34 notarized, acknowledged, verified, or made under oath, the
35 requirement is satisfied if the electronic signature of the person
36 authorized to perform those acts, together with all other
37 information required to be included by other applicable law, is
38 attached to or logically associated with the signature or record.



1 1633.12. (a) If a law requires that a record be retained, the
2 requirement is satisfied by retaining an electronic record of the
3 information in the record that does all of the following:

4 (1) Accurately reflects the information set forth in the record
5 after it was first generated in its final form as an electronic record
6 or otherwise.

7 (2) Remains accessible for later reference.

8 (b) A requirement to retain a record in accordance with
9 subdivision (a) does not apply to any information the sole purpose
10 of which is to enable the record to be sent, communicated, or
11 received.

12 (c) A person may satisfy subdivision (a) by using the services
13 of another person if the requirements of that subdivision are
14 satisfied.

15 (d) If a law requires a record to be presented or retained in its
16 original form, or provides consequences if the record is not
17 presented or retained in its original form, that law is satisfied by
18 an electronic record retained in accordance with subdivision (a).

19 (e) If a law requires retention of a check, that requirement is
20 satisfied by retention of an electronic record of the information on
21 the front and back of the check in accordance with subdivision (a).

22 (f) A record retained as an electronic record in accordance with
23 subdivision (a) satisfies a law requiring a person to retain a record
24 for evidentiary, audit, or like purposes, unless a law enacted after
25 January 1, 2002 specifically prohibits the use of an electronic
26 record for the specified purpose.

27 (g) This section does not preclude a governmental agency of
28 this state from specifying additional requirements for the retention
29 of a record subject to the agency's jurisdiction.

30 1633.13. In a proceeding, evidence of a record or signature
31 may not be excluded solely because it is in electronic form.

32 1633.14. In an automated transaction, the following rules
33 apply:

34 (1) A contract may be formed by the interaction of electronic
35 agents of the parties, even if no individual was aware of or
36 reviewed the electronic agents' actions or the resulting terms and
37 agreements.

38 (2) A contract may be formed by the interaction of an electronic
39 agent and an individual, acting on the individual's own behalf or
40 for another person, including by an interaction in which the



1 individual performs actions that the individual is free to refuse to
2 perform and which the individual knows or has reason to know
3 will cause the electronic agent to complete the transaction or
4 performance.

5 (3) The terms of the contract are determined by the substantive
6 law applicable to it.

7 1633.15. (a) Unless otherwise agreed between the sender and
8 the recipient, an electronic record is sent when all of the following
9 occur:

10 (1) The electronic record is addressed properly or otherwise
11 directed properly to an information processing system that the
12 recipient has designated or uses for the purpose of receiving
13 electronic records or information of the type sent and from which
14 the recipient is able to retrieve the electronic record.

15 (2) The electronic record is in a form capable of being
16 processed by that system.

17 (3) The electronic record enters an information processing
18 system outside the control of the sender or of a person that sent the
19 electronic record on behalf of the sender or enters a region of the
20 information processing system designated or used by the recipient
21 which is under the control of the recipient.

22 (b) Unless otherwise agreed between a sender and the recipient,
23 an electronic record is received when both of the following occur:

24 (1) The electronic record enters an information processing
25 system that the recipient has designated or uses for the purpose of
26 receiving electronic records or information of the type sent and
27 from which the recipient is able to retrieve the electronic record.

28 (2) The electronic record is in a form capable of being
29 processed by that system.

30 (c) Subdivision (b) applies even if the place the information
31 processing system is located is different from the place the
32 electronic record is deemed to be received under subdivision (d).

33 (d) Unless otherwise expressly provided in the electronic
34 record or agreed between the sender and the recipient, an
35 electronic record is deemed to be sent from the sender's place of
36 business and to be received at the recipient's place of business. For
37 purposes of this subdivision, the following rules apply:

38 (1) If the sender or recipient has more than one place of
39 business, the place of business of that person is the place having
40 the closest relationship to the underlying transaction.



1 (2) If the sender or the recipient does not have a place of
2 business, the place of business is the sender's or recipient's
3 residence, as the case may be.

4 (e) An electronic record is received under subdivision (b) even
5 if no individual is aware of its receipt.

6 (f) Receipt of an electronic acknowledgment from an
7 information processing system described in subdivision (b)
8 establishes that a record was received but, by itself, does not
9 establish that the content sent corresponds to the content received.

10 (g) If a person is aware that an electronic record purportedly
11 sent under subdivision (a), or purportedly received under
12 subdivision (b), was not actually sent or received, the legal effect
13 of the sending or receipt is determined by other applicable law.
14 Except to the extent permitted by the other law, the requirements
15 of this subdivision may not be varied by agreement.

16 1633.16. (a) In this section, "transferable record" means an
17 electronic record to which both of the following apply:

18 (1) The electronic record would be a note under Division 3
19 (commencing with Section 3101) of the Uniform Commercial
20 Code or a document under Division 7 (commencing with Section
21 7101) of the Uniform Commercial Code if the electronic record
22 were in writing.

23 (2) The issuer of the electronic record expressly has agreed that
24 it is a transferable record.

25 (b) A person has control of a transferable record if a system
26 employed for evidencing the transfer of interests in the
27 transferable record reliably establishes that person as the person to
28 which the transferable record was issued or transferred.

29 (c) A system satisfies subdivision (b), and a person is deemed
30 to have control of a transferable record, if the transferable record
31 is created, stored, and assigned in such a manner that all of the
32 following apply:

33 (1) A single authoritative copy of the transferable record exists
34 which is unique, identifiable, and, except as otherwise provided in
35 paragraphs (4), (5), and (6), unalterable.

36 (2) The authoritative copy identifies the person asserting
37 control as either of the following:

38 (A) The person to which the transferable record was issued.



1 (B) If the authoritative copy indicates that the transferable
2 record has been transferred, the person to which the transferable
3 record was most recently transferred.

4 (3) The authoritative copy is communicated to and maintained
5 by the person asserting control or its designated custodian.

6 (4) Copies or revisions that add or change an identified
7 assignee of the authoritative copy can be made only with the
8 consent of the person asserting control.

9 (5) Each copy of the authoritative copy and any copy of a copy
10 is readily identifiable as a copy that is not the authoritative copy.

11 (6) Any revision of the authoritative copy is readily identifiable
12 as authorized or unauthorized.

13 (d) Except as otherwise agreed, a person having control of a
14 transferable record is the holder, as defined in subdivision (20) of
15 Section 1201 of the Uniform Commercial Code, of the
16 transferable record and has the same rights and defenses as a holder
17 of an equivalent record or writing under the Uniform Commercial
18 Code, including, if the applicable statutory requirements under
19 subdivision (a) of Section 3302, Section 7501, or Section 9308 of
20 the Uniform Commercial Code are satisfied, the rights and
21 defenses of a holder in due course, a holder to which a negotiable
22 document of title has been duly negotiated, or a purchaser,
23 respectively. Delivery, possession, and indorsement are not
24 required to obtain or exercise any of the rights under this
25 subsection.

26 (e) Except as otherwise agreed, an obligor under a transferable
27 record has the same rights and defenses as an equivalent obligor
28 under equivalent records or writings under the Uniform
29 Commercial Code.

30 (f) If requested by a person against which enforcement is
31 sought, the person seeking to enforce the transferable record shall
32 provide reasonable proof that the person is in control of the
33 transferable record. Proof may include access to the authoritative
34 copy of the transferable record and related business records
35 sufficient to review the terms of the transferable record and to
36 establish the identity of the person having control of the
37 transferable record.

38 1633.17. *This chapter modifies, limits, or supersedes the*
39 *federal Electronic Signatures in Global and National Commerce*
40 *Act, Section 7001 and following of Title 15 of the United States*



1 *Code, but this chapter does not modify, limit, or supersede Section*
2 *101(c) of that act.*

3 *1633.18. If any provision of this ~~title~~ chapter or its application*
4 *to any person or circumstance is held invalid, the invalidity does*
5 *not affect other provisions or applications of this ~~title~~ chapter*
6 *which can be given effect without the invalid provision or*
7 *application, and to this end the provisions of this ~~title~~ chapter are*
8 *severable.*

9

10 *CHAPTER 2. CONSUMER ELECTRONIC TRANSACTIONS ACT*

11

12 *1634.1. This chapter may be cited as the Consumer Electronic*
13 *Transactions Act.*

14 *1634.2. In the event of a conflict between the provisions of this*
15 *chapter and Chapter 1 (commencing with Section 1633.1) of this*
16 *title, this chapter shall prevail.*

17 *1634.3. As used in the chapter, “consumer transaction”*
18 *means an action or set of actions occurring primarily for personal,*
19 *family, or household purposes.*

20 *1634.4. With respect to a consumer transaction, “electronic*
21 *signature” means an electronic sound, symbol, or process*
22 *attached to or logically associated with an electronic record and*
23 *executed or adopted by a person with intent to sign the electronic*
24 *record.*

25 *1634.5. Except for a separate and optional agreement the*
26 *primary purpose of which is to authorize a transaction to be*
27 *conducted by electronic means, an agreement to conduct a*
28 *consumer transaction by electronic means may not be contained*
29 *in a standard form contract that is not an electronic record. An*
30 *agreement in such a standard form contract may not be*
31 *conditioned upon an agreement to conduct transactions by*
32 *electronic means. An agreement to conduct a consumer*
33 *transaction by electronic means may not be inferred solely from the*
34 *fact that a party has used electronic means to pay an account or*
35 *register a purchase or warranty. This section may not be varied by*
36 *agreement.*

37 *1634.6. If a seller in a consumer transaction sells goods or*
38 *services by both electronic and nonelectronic means and a buyer*
39 *purchases the goods or services by conducting the transaction by*
40 *electronic means, the buyer may refuse to conduct further*



1 *transactions regarding the goods or services by electronic means.*
2 *This section may not be varied by agreement.*

3 *1634.7. (a) Unless the sender and the recipient agree to a*
4 *different method of sending that is reasonable under the*
5 *circumstances, an electronic record in a consumer transaction is*
6 *sent when the information is addressed properly or otherwise*
7 *directed properly to the recipient and either (1) enters an*
8 *information processing system outside the control of the sender or*
9 *of a person that sent the electronic record on behalf of the sender,*
10 *or (2) enters a region of an information processing system that is*
11 *under the control of the recipient.*

12 *(b) Unless the sender and the recipient agree to a different*
13 *method of receiving that is reasonable under the circumstances, an*
14 *electronic record in a consumer transaction is received when the*
15 *electronic record enters an information processing system that the*
16 *recipient has designated or uses for the purpose of receiving*
17 *electronic records or information of the type sent, in a form*
18 *capable of being processed by that system, and from which the*
19 *recipient is able to retrieve the electronic record.*

20 *(c) Subdivision (b) applies even if the place the information*
21 *processing system is located is different from the place the*
22 *electronic record is deemed to be received under subdivision (d).*

23 *(d) Unless otherwise expressly provided in the electronic record*
24 *or agreed between the sender and the recipient, an electronic*
25 *record in a consumer transaction is deemed to be sent from the*
26 *sender's place of business and to be received at the recipient's*
27 *place of business or, if the recipient is an individual acting on his*
28 *or her own behalf, at the recipient's place of residence. For*
29 *purposes of this subdivision, the following rules apply:*

30 *(1) If the sender or recipient has more than one place of*
31 *business, the place of business of that person is the place having*
32 *the closest relationship to the underlying transaction.*

33 *(2) If the sender or the recipient does not have a place of*
34 *business, the place of business is the sender's or recipient's*
35 *residence, as the case may be.*

36 *(e) An electronic record is received under subdivision (b) even*
37 *if no individual is aware of its receipt.*

38 *(f) Receipt of an electronic acknowledgment from an*
39 *information processing system described in subdivision (b)*



1 *establishes that a record was received but, by itself, does not*
2 *establish that the content sent corresponds to the content received.*

3 *(g) If a person is aware that an electronic record purportedly*
4 *sent under subdivision (a), or purportedly received under*
5 *subdivision (b), was not actually sent or received, the legal effect*
6 *of the sending or receipt is determined by other applicable law.*
7 *Except to the extent permitted by the other law, this subdivision*
8 *may not be varied by agreement.*

9 *1634.8. If a law other than this chapter requires that a notice*
10 *of the right to cancel be provided or sent in a consumer*
11 *transaction, an electronic record may not substitute for a writing*
12 *under that other law unless, in addition to satisfying the*
13 *requirements of that other law and this chapter, the notice of*
14 *cancellation may be returned by electronic means. This section*
15 *may not be varied by agreement.*

16 *1634.9. This chapter modifies, limits, or supersedes the*
17 *federal Electronic Signatures in Global and National Commerce*
18 *Act, Section 7001 and following of Title 15 of the United States*
19 *Code, but this chapter does not modify, limit, or supersede Section*
20 *101(c) of that act.*

