

AMENDED IN ASSEMBLY MAY 14, 2014

AMENDED IN ASSEMBLY MAY 5, 2014

AMENDED IN ASSEMBLY APRIL 22, 2014

CALIFORNIA LEGISLATURE—2013–14 REGULAR SESSION

ASSEMBLY BILL

No. 2747

**Introduced by Committee on Judiciary (Assembly Members
Wieckowski (Chair), Alejo, Chau, Dickinson, Garcia, Muratsuchi,
and Stone)**

March 4, 2014

An act to amend Sections 1633.3, 1936, and 1942.2 of the Civil Code, to amend Sections 415.46, 1174.25, 1174.3, 1501.5, 1571, 1987, and 2025.510 of the Code of Civil Procedure, to amend Sections 912, 917, and 1038.2 of the Evidence Code, to amend Sections 504 and 2251 of the Family Code, to amend Sections 831.7, 8214.15, 60371, 68085.1, 68631, and 68632 of, to add Sections 6103.13 and 68631.5 to, and to repeal Section 1456 of, the Government Code, to amend Section 1569.698 of the Health and Safety Code, to amend Section 11163.3 of the Penal Code, to amend Sections 1811, 1812, 1813, 2356.5, and 6401 of the Probate Code, to amend Section 21189.2 of the Public Resources Code, and to repeal Chapter 4.2 (commencing with Section 10830) of Part 2 of Division 9 of the Welfare and Institutions Code, relating to civil law.

LEGISLATIVE COUNSEL'S DIGEST

AB 2747, as amended, Committee on Judiciary. Civil law: omnibus bill.

(1) Existing law, the Uniform Electronic Transactions Act, generally allows parties to contract to conduct transactions by electronic means

and imposes specified requirements on electronic transactions. That act does not apply to specific transactions, including a transaction regarding security for a rental agreement for residential property that is used as the dwelling of the tenant.

This bill would remove those security transactions from the list of transactions to which the Uniform Electronic Transactions Act does not apply.

(2) Existing law governs contracts between vehicle rental companies and their customers. Existing law, until January 1, 2015, requires a rental company or its registered agent to accept service of a summons and complaint and any other required documents against a renter who resides out of this country for an accident or collision resulting from the operation of the rental vehicle in this state, if the rental company provides liability insurance coverage as part of, or associated with, the rental agreement. Existing law requires any plaintiff who elects to serve the foreign renter by delivering the summons and complaint and any other required documents to the rental company pursuant to these provisions to agree to limit his or her recovery against the foreign renter and rental company to the limits of the protection of the liability insurance.

This bill would extend these requirements until January 1, 2020.

(3) Existing law governs the obligations of tenants and landlords under a lease or tenancy. Existing law authorizes a tenant who has made a payment to a public utility or publicly owned utility to deduct the amount of the payment from the rent when due, as specified.

This bill would additionally authorize a tenant who has made a payment to a district for public utility service to deduct the amount of the payment from the rent when due, as specified.

Existing law provides that whenever a district, as defined, furnishes residential light, heat, water, or power through a master meter, or furnishes individually metered service in a multiunit residential structure, mobilehome park, or farm labor camp where the owner, manager, or farm labor employer is listed by the district as the customer of record, the district is required to make every good faith effort to inform the actual users of the services, by means of a specified notice, when the account is in arrears, that service will be terminated at least 10 days prior to termination and further provides for the district to make service available to actual users who are willing and able to assume responsibility for the entire account.

This bill would additionally require a district to provide that notice to actual users in a single-family dwelling. The bill would require that the notice be written in English, Spanish, Chinese, Tagalog, Vietnamese, and Korean. The bill would instead provide for the district to make service available to actual users who are willing and able to assume responsibility for subsequent charges to the account. By imposing on special districts additional requirements regarding termination of residential utility service, the bill would impose a state-mandated local program.

(4) Existing law generally provides, in an unlawful detainer action, that if an owner or owner's agent has obtained service of a prejudgment claim of right to possession, as specified, no occupant of the premises, whether or not that occupant is named in the judgment for possession, may object to the enforcement of the judgment against that occupant by filing a claim of right to possession as prescribed. Existing law provides, in any action for unlawful detainer resulting from a foreclosure sale of a rental housing unit pursuant to specified provisions, that the above provisions regarding objection to the enforcement of a judgment do not limit the right of a tenant or subtenant to file a prejudgment claim of right of possession or to object to enforcement of a judgment for possession by filing a claim of right to possession, regardless of whether the tenant or subtenant was served with a prejudgment claim of right to possession, as specified. Existing law includes the forms for claim of right to possession and for service of a prejudgment claim of right to possession.

This bill, with regard to the foreclosure sale provision in existing law, would make conforming changes to statutory provisions and statutory forms regarding claim of right to possession and prejudgment claim of right to possession.

(5) Existing law, known as the Unclaimed Property Law, provides for the escheat to the state of, among other property, certain personal property held or owing in the ordinary course of the holder's business. Existing law declares the intent of the Legislature to adopt a more expansive notification component as part of the unclaimed property program that has a waiting period of not less than 18 months from delivery of property to the state prior to disposal of any unclaimed property deemed to have no commercial value. The Unclaimed Property Law also vests the Commissioner of Financial Institutions with full authority to examine the records of any banking organization and any

savings association doing business within this state for the purposes of determining compliance pursuant to its provisions.

This bill would modify the declaration of legislative intent to provide for a 7-year waiting period from delivery of property to the state prior to the disposal of unclaimed property. The bill would also update an obsolete reference.

(6) Existing law requires personal service, with certain exceptions, of a subpoena requiring the appearance of a witness. The appearance of a party or an officer, director, or managing agent of a party, however, may be compelled by written notes in lieu of a subpoena.

This bill would also permit the appearance of an employee of a party to be compelled by written notices to the party employing the witness in lieu of personally serving the employee with a subpoena.

(7) Existing law requires the party noticing a deposition to bear the cost of stenographically transcribing the deposition, unless the court, on motion and for good cause shown, orders that the cost be borne or shared by another party. Existing law provides that any other party or the deponent is authorized to obtain a copy of the transcript at the expense of that party or deponent. Existing law requires the requesting attorney or party appearing in propria persona to timely pay the deposition officer or the entity providing the services of the deposition officer for the transcription or copy of the transcription and any other requested deposition product or service, as defined.

This bill would, unless the parties agree otherwise, require a party or a party's attorney who disputes the reasonableness of fees charged by a deposition officer or an entity providing the services of a deposition officer for a deposition transcription or copy of a transcription, or any other deposition product or service, as specified, to file an independent civil action to determine the reasonableness of the fees charged.

(8) Existing law governs the admissibility of evidence in court proceedings and permits a person to claim an evidentiary privilege for confidential communications between that person and a specified individual, including, but not limited to, a lawyer, physician, clergy member, sexual assault counselor, and domestic violence counselor, among others, and the communication is presumed to have been made in confidence with the burden lying with the opponent of the claim of privilege to rebut the presumption. Existing law also recognizes a lawyer referral service-client privilege and a human trafficking caseworker-victim privilege, but does not extend the presumption of confidentiality to communications between those parties. Existing law

provides that the right to claim the evidentiary privilege for confidential communications is waived if any holder of the privilege has, without coercion, disclosed a significant part of the communication or consented to disclosure of the communication, as specified.

This bill would provide that the communications made between a client and a lawyer referral service, and between a victim and a human trafficking counselor, are also presumed to be confidential, such that the opponent of the privilege would have the burden to rebut the presumption. The bill would also provide that the evidentiary privilege for confidential communications made between a victim, as defined, and a human trafficking counselor are presumed to have been made in confidence, and would apply the above-described waiver provision to the disclosure of those communications. The bill would also make technical, nonsubstantive changes to these provisions.

(9) Existing law authorizes the county clerk to issue a confidential marriage license upon the personal appearance together of the parties to be married, except as specified, and their payment of certain fees. Existing law provides that a confidential marriage license is valid only for a period of 90 days after its issuance by the county clerk and requires that it be used only in the county in which it was issued.

This bill would delete the requirement that a confidential marriage license only be used in the county in which it was issued.

(10) Existing law specifies the circumstances under which a marriage is void or voidable. Existing law requires a court, if a determination is made that a marriage is void or voidable and either party believed in good faith that the marriage was valid, to declare the party or parties to have the status of putative spouse and to divide the property that would have been community property if the marriage was valid as if it were community property.

This bill would prohibit the court from making these declarations or orders unless the party or parties that believed in good faith that the marriage was valid request the court to do so.

(11) Existing law governs the tort liability and immunity of, and claims and actions against, a public entity. Existing law provides that neither a public entity nor a public employee is liable to a person who participates in a hazardous recreational activity, defined to include, among other things, bicycle racing or jumping and mountain bicycling.

This bill would include bicycle motocross within the definition of a hazardous recreational activity.

(12) Existing law requires the official bond of the Secretary of State to be filed in the office of the Treasurer after it is recorded.

This bill would repeal that provision.

(13) Existing law exempts the state, any county, city, district, or other political subdivision, any public officer or body, acting in his or her official capacity on behalf of the state, county, city, district, or other district or other political subdivision, from paying or depositing any fee for the filing of any document or paper, for the performance of any official service, or for the filing of any stipulation or agreement which may constitute an appearance in any court by any other party to the stipulation or agreement, except as specified.

Existing law requires the property of a decedent's estate to be appraised by a probate referee, the personal representative of the estate, or an independent expert, as specified. Existing law provides that, upon designation by the court, a probate referee has all the powers of a referee of the superior court.

This bill would exempt a probate referee acting in his or her official capacity and who performs any act authorized or required pursuant to the Probate Code from paying or depositing specified fees in any proceeding that may constitute an appearance by a party to a legal proceeding, except as specified.

(14) Existing law authorizes the Secretary of State to appoint and commission notaries public in such number as the secretary deems necessary for the public convenience. Existing law authorizes the secretary to refuse to appoint any person as notary public or to revoke or suspend the commission of any notary public upon specified grounds. Existing law also makes specified violations by a notary public punishable by a civil penalty not to exceed \$750 or \$1,500.

This bill would make a willful failure by a notary public to discharge fully and faithfully any of the duties or responsibilities of a notary public punishable by a civil fine not to exceed \$1,500.

(15) Existing law requires the court to grant a fee waiver to an applicant at any stage of the proceedings at both the appellate and trial court levels if the applicant meets specified standards of eligibility and application requirements, including a person who is receiving certain public benefits, such as Supplemental Security Income. An initial fee waiver excuses the applicant from paying fees for the first pleading or other paper, and other court fees and costs, unless the court orders the applicant to make partial payments, as specified.

This bill would authorize the court, upon the establishment of a conservatorship or guardianship, to collect all or part of any fees waived from the estate of the conservatee or ward if the court finds that the estate has the ability to pay the fees, or a portion thereof, immediately, over a period of time, or under an equitable agreement, without using moneys that normally would pay for the common necessities of life for the applicant and the applicant's family. This bill would provide, for the purposes of these provisions for fee waivers, that an "applicant" is deemed to be a conservatee, ward, or person for whom a conservatorship or guardianship is sought, and "petitioner" is deemed to be the conservator, guardian, or person or persons seeking to establish the conservatorship or guardianship. This bill would permit a person who files a petition for appointment of a fiduciary in a guardianship or conservatorship, or files pleadings as the appointed fiduciary of a conservatee or ward, when the financial condition of the conservatee or ward meets the standards for a fee waiver, to proceed without paying court fees and costs. This bill would also clarify that assessments for specified court investigations for the establishment of a conservatorship or guardianship are included as court fees and costs to be excused under an initial fee waiver.

(16) Existing law authorizes a county to establish an interagency domestic violence death review team to assist local agencies in identifying and reviewing domestic violence deaths, and authorizes the confidential disclosure by an individual or agency of written or oral information, including those that are subject to the evidentiary privilege for confidential communications, as specified.

This bill would authorize the confidential disclosure of communications protected by the human trafficking caseworker-victim privilege. The bill would also revise a cross-reference in this provision.

(17) Existing law governs the disposal of a decedent's estate by intestate succession and declares that the surviving spouse or surviving domestic partner is entitled to a specified share of the decedent's separate property that is not effectively disposed of by will.

This bill would delete the reference to a surviving domestic partner from this provision.

(18) The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report (EIR) on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the

project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment.

CEQA establishes procedures for creating the administrative record and judicial review procedure for any action or proceeding brought to challenge the lead agency's decision to certify the EIR or to grant project approvals.

The Jobs and Economic Improvement Through Environmental Leadership Act of 2011 establishes, until January 1, 2017, alternative procedures for creating the administrative record and specified judicial review procedures for the judicial review of the EIR and approvals granted for a leadership project related to the development of a residential, retail, commercial, sports, cultural, entertainment, or recreational use project, or clean renewable energy or clean energy manufacturing project. The act authorizes the Governor, upon application, to certify a leadership project for streamlining pursuant to the act if certain conditions are met. The act requires the Judicial Council to report to the Legislature on or before January 1, 2015, on the effects of the act, including specific information on benefits, costs, and detriments.

The bill would require instead that the Judicial Council report to the Legislature on or before January 1, 2017, on the effects of the act on the administration of justice.

(19) Existing law requires each county to provide cash assistance and other social services to needy families through the California Work Opportunity and Responsibility to Kids (CalWORKs) program using federal Temporary Assistance to Needy Families block grant program, state, and county funds. Under the CalWORKs program, a county may make a restricted payment directly to a vendor when a recipient of homeless assistance benefits has mismanaged funds or has requested the restricted payment.

Existing law authorizes a county, or 2 or more counties, to implement 3-year CalWORKs demonstration projects to test alternative methods of service delivery, if the county receives approval from the Director of Social Services. Existing law also specifically authorizes the director to conduct a demonstration project in Kern County pertaining to restricted payments under the CalWORKs program. Existing law limits

the duration of this demonstration project to a period of not more than 3 years.

This bill would repeal the provisions authorizing that demonstration project in Kern County.

(20) The bill would also make technical, nonsubstantive changes to provisions relating to the courts, health facilities, and conservatorships.

(21) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

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

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

1 SECTION 1. It is the intent of the Legislature in amending
2 Sections 415.46, 1174.25, and 1174.3 of the Code of Civil
3 Procedure to appropriately update statutory language and statutory
4 forms to properly reflect the changes to law enacted by Assembly
5 Bill 2610, Chapter 562 of the Statutes of 2012.

6 SEC. 2. Section 1633.3 of the Civil Code, as amended by
7 Section 16.5 of Chapter 605 of the Statutes of 2013, is amended
8 to read:

9 1633.3. (a) Except as otherwise provided in subdivisions (b)
10 and (c), this title applies to electronic records and electronic
11 signatures relating to a transaction.

12 (b) This title does not apply to transactions subject to the
13 following laws:

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

16 (2) Division 1 (commencing with Section 1101) of the Uniform
17 Commercial Code, except Sections 1206 and 1306.

18 (3) Divisions 3 (commencing with Section 3101), 4
19 (commencing with Section 4101), 5 (commencing with Section
20 5101), 8 (commencing with Section 8101), 9 (commencing with
21 Section 9101), and 11 (commencing with Section 11101) of the
22 Uniform Commercial Code.

23 (4) A law that requires that specifically identifiable text or
24 disclosures in a record or a portion of a record be separately signed,

1 including initialed, from the record. However, this paragraph does
2 not apply to Section 1677 or 1678 of this code or Section 1298 of
3 the Code of Civil Procedure.

4 (c) This title does not apply to any specific transaction described
5 in Section 17511.5 of the Business and Professions Code, Section
6 56.11, 56.17, 798.14, 1133, or 1134 of, Section 1689.6, 1689.7,
7 or 1689.13 of, Chapter 2.5 (commencing with Section 1695) of
8 Title 5 of Part 2 of Division 3 of, Section 1720, 1785.15, 1789.14,
9 1789.16, or 1793.23 of, Chapter 1 (commencing with Section
10 1801) of Title 2 of Part 4 of Division 3 of, Section 1861.24, 1862.5,
11 1917.712, 1917.713, 1950.6, 1983, 2924b, 2924c, 2924f, 2924i,
12 2924j, 2924.3, or 2937 of, Article 1.5 (commencing with Section
13 2945) of Chapter 2 of Title 14 of Part 4 of Division 3 of, Section
14 2954.5 or 2963 of, Chapter 2b (commencing with Section 2981)
15 or 2d (commencing with Section 2985.7) of Title 14 of Part 4 of
16 Division 3 of, Section 3071.5 of, Part 5 (commencing with Section
17 4000) of Division 4 of, or Part 5.3 (commencing with Section
18 6500) of Division 4 of this code, subdivision (b) of Section 18608
19 or Section 22328 of the Financial Code, Section 1358.15, 1365,
20 1368.01, 1368.1, 1371, or 18035.5 of the Health and Safety Code,
21 Section 662, paragraph (2) of subdivision (a) of Section 663, 664,
22 667.5, 673, 677, paragraph (2) of subdivision (a) of Section 678,
23 subdivisions (a) and (b) of Section 678.1, Section 786, 10113.7,
24 10127.7, 10127.9, 10127.10, 10192.18, 10199.44, 10199.46,
25 10235.16, 10235.40, 10509.4, 10509.7, 11624.09, or 11624.1 of
26 the Insurance Code, Section 779.1, 10010.1, or 16482 of the Public
27 Utilities Code, or Section 9975 or 11738 of the Vehicle Code. An
28 electronic record may not be substituted for any notice that is
29 required to be sent pursuant to Section 1162 of the Code of Civil
30 Procedure. Nothing in this subdivision shall be construed to
31 prohibit the recordation of any document with a county recorder
32 by electronic means.

33 (d) This title applies to an electronic record or electronic
34 signature otherwise excluded from the application of this title under
35 subdivision (b) when used for a transaction subject to a law other
36 than those specified in subdivision (b).

37 (e) A transaction subject to this title is also subject to other
38 applicable substantive law.

39 (f) The exclusion of a transaction from the application of this
40 title under subdivision (b) or (c) shall be construed only to exclude

1 the transaction from the application of this title, but shall not be
2 construed to prohibit the transaction from being conducted by
3 electronic means if the transaction may be conducted by electronic
4 means under any other applicable law.

5 (g) This section shall remain in effect only until January 1, 2019,
6 and as of that date is repealed, unless a later enacted statute, that
7 is enacted before January 1, 2019, deletes or extends that date.

8 SEC. 3. Section 1633.3 of the Civil Code, as added by Section
9 3 of Chapter 369 of the Statutes of 2013, is amended to read:

10 1633.3. (a) Except as otherwise provided in subdivisions (b)
11 and (c), this title applies to electronic records and electronic
12 signatures relating to a transaction.

13 (b) This title does not apply to transactions subject to the
14 following laws:

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

17 (2) Division 1 (commencing with Section 1101) of the Uniform
18 Commercial Code, except Sections 1206 and 1306.

19 (3) Divisions 3 (commencing with Section 3101), 4
20 (commencing with Section 4101), 5 (commencing with Section
21 5101), 8 (commencing with Section 8101), 9 (commencing with
22 Section 9101), and 11 (commencing with Section 11101) of the
23 Uniform Commercial Code.

24 (4) A law that requires that specifically identifiable text or
25 disclosures in a record or a portion of a record be separately signed,
26 including initialed, from the record. However, this paragraph does
27 not apply to Section 1677 or 1678 of this code or Section 1298 of
28 the Code of Civil Procedure.

29 (c) This title does not apply to any specific transaction described
30 in Section 17511.5 of the Business and Professions Code, Section
31 56.11, 56.17, 798.14, 1133, or 1134 of, Section 1689.6, 1689.7,
32 or 1689.13 of, Chapter 2.5 (commencing with Section 1695) of
33 Title 5 of Part 2 of Division 3 of, Section 1720, 1785.15, 1789.14,
34 1789.16, or 1793.23 of, Chapter 1 (commencing with Section
35 1801) of Title 2 of Part 4 of Division 3 of, Section 1861.24, 1862.5,
36 1917.712, 1917.713, 1950.6, 1983, 2924b, 2924c, 2924f, 2924i,
37 2924j, 2924.3, or 2937 of, Article 1.5 (commencing with Section
38 2945) of Chapter 2 of Title 14 of Part 4 of Division 3 of, Section
39 2954.5 or 2963 of, Chapter 2b (commencing with Section 2981)
40 or 2d (commencing with Section 2985.7) of Title 14 of Part 4 of

1 Division 3 of, Section 3071.5 of Part 5 (commencing with Section
 2 4000) of Division 4 of, or Part 5.3 (commencing with Section
 3 6500) of Division 4 of this code, subdivision (b) of Section 18608
 4 or Section 22328 of the Financial Code, Section 1358.15, 1365,
 5 1368.01, 1368.1, 1371, or 18035.5 of the Health and Safety Code,
 6 Section 662, 663, 664, 667.5, 673, 677, 678, 678.1, 786, 10086,
 7 10113.7, 10127.7, 10127.9, 10127.10, 10192.18, 10199.44,
 8 10199.46, 10235.16, 10235.40, 10509.4, 10509.7, 11624.09, or
 9 11624.1 of the Insurance Code, Section 779.1, 10010.1, or 16482
 10 of the Public Utilities Code, or Section 9975 or 11738 of the
 11 Vehicle Code. An electronic record may not be substituted for any
 12 notice that is required to be sent pursuant to Section 1162 of the
 13 Code of Civil Procedure. Nothing in this subdivision shall be
 14 construed to prohibit the recordation of any document with a county
 15 recorder by electronic means.

16 (d) This title applies to an electronic record or electronic
 17 signature otherwise excluded from the application of this title under
 18 subdivision (b) when used for a transaction subject to a law other
 19 than those specified in subdivision (b).

20 (e) A transaction subject to this title is also subject to other
 21 applicable substantive law.

22 (f) The exclusion of a transaction from the application of this
 23 title under subdivision (b) or (c) shall be construed only to exclude
 24 the transaction from the application of this title, but shall not be
 25 construed to prohibit the transaction from being conducted by
 26 electronic means if the transaction may be conducted by electronic
 27 means under any other applicable law.

28 (g) This section shall become operative on January 1, 2019.

29 SEC. 4. Section 1936 of the Civil Code, as amended by Section
 30 1 of Chapter 549 of the Statutes of 2013, is amended to read:

31 1936. (a) For the purpose of this section, the following
 32 definitions shall apply:

33 (1) "Rental company" means a person or entity in the business
 34 of renting passenger vehicles to the public.

35 (2) "Renter" means any person in a manner obligated under a
 36 contract for the lease or hire of a passenger vehicle from a rental
 37 company for a period of less than 30 days.

38 (3) "Authorized driver" means (A) the renter, (B) the renter's
 39 spouse if that person is a licensed driver and satisfies the rental
 40 company's minimum age requirement, (C) the renter's employer

1 or coworker if he or she is engaged in business activity with the
2 renter, is a licensed driver, and satisfies the rental company's
3 minimum age requirement, and (D) a person expressly listed by
4 the rental company on the renter's contract as an authorized driver.

5 (4) (A) "Customer facility charge" means any fee, including
6 an alternative fee, required by an airport to be collected by a rental
7 company from a renter for any of the following purposes:

8 (i) To finance, design, and construct consolidated airport car
9 rental facilities.

10 (ii) To finance, design, construct, and operate common-use
11 transportation systems that move passengers between airport
12 terminals and those consolidated car rental facilities, and acquire
13 vehicles for use in that system.

14 (iii) To finance, design, and construct terminal modifications
15 solely to accommodate and provide customer access to
16 common-use transportation systems.

17 (B) The aggregate amount to be collected shall not exceed the
18 reasonable costs, as determined by an audit, by an independent
19 auditor, paid for by the airport, to finance, design, and construct
20 those facilities. The auditor shall independently examine and
21 substantiate the necessity for and the amount of the customer
22 facility charge, including whether the airport's actual or projected
23 costs are supported and justified, any steps the airport may take to
24 limit costs, potential alternatives for meeting the airport's revenue
25 needs other than the collection of the fee, and whether and to what
26 extent car rental companies or other businesses or individuals using
27 the facility or common-use transportation system may pay for the
28 costs associated with these facilities and systems other than the
29 fee from rental customers, or whether the airport did not comply
30 with any provision of this subparagraph. Copies of the audit shall
31 be provided to the Assembly and Senate Committees on Judiciary,
32 the Assembly Committee on Transportation, and the Senate
33 Committee on Transportation and Housing and shall be posted on
34 the airport's Internet Web site. In the case of a customer facility
35 charge for a common-use transportation system, the audit also
36 shall consider the reasonable costs of providing the transit system
37 or busing network pursuant to clause (ii) of subparagraph (A). Any
38 audit required by this subparagraph may be included as a part of
39 an audit of an airport's finances. Notwithstanding clause (iii) of
40 subparagraph (A), the fees designated as a customer facility charge

1 shall not be used to pay for terminal expansion, gate expansion,
2 runway expansion, changes in hours of operation, or changes in
3 the number of flights arriving or departing from the airport.

4 (C) Except as provided in subparagraph (D), the authorization
5 given pursuant to this section for an airport to impose a customer
6 facility charge shall become inoperative when the bonds used for
7 financing are paid.

8 (D) If a bond or other form of indebtedness is not used for
9 financing, or the bond or other form of indebtedness used for
10 financing has been paid, the Oakland International Airport may
11 require the collection of a customer facility charge for a period of
12 up to 10 years from the imposition of the charge for the purposes
13 allowed by, and subject to the conditions imposed by, this section.

14 (5) “Damage waiver” means a rental company’s agreement not
15 to hold a renter liable for all or any portion of any damage or loss
16 related to the rented vehicle, any loss of use of the rented vehicle,
17 or any storage, impound, towing, or administrative charges.

18 (6) “Electronic surveillance technology” means a technological
19 method or system used to observe, monitor, or collect information,
20 including telematics, Global Positioning System (GPS), wireless
21 technology, or location-based technologies. “Electronic
22 surveillance technology” does not include event data recorders
23 (EDR), sensing and diagnostic modules (SDM), or other systems
24 that are used either:

25 (A) For the purpose of identifying, diagnosing, or monitoring
26 functions related to the potential need to repair, service, or perform
27 maintenance on the rental vehicle.

28 (B) As part of the vehicle’s airbag sensing and diagnostic system
29 in order to capture safety systems-related data for retrieval after a
30 crash has occurred or in the event that the collision sensors are
31 activated to prepare the decisionmaking computer to make the
32 determination to deploy or not to deploy the airbag.

33 (7) “Estimated time for replacement” means the number of hours
34 of labor, or fraction thereof, needed to replace damaged vehicle
35 parts as set forth in collision damage estimating guides generally
36 used in the vehicle repair business and commonly known as “crash
37 books.”

38 (8) “Estimated time for repair” means a good faith estimate of
39 the reasonable number of hours of labor, or fraction thereof, needed
40 to repair damaged vehicle parts.

1 (9) “Membership program” means a service offered by a rental
2 company that permits customers to bypass the rental counter and
3 go directly to the car previously reserved. A membership program
4 shall meet all of the following requirements:

5 (A) The renter initiates enrollment by completing an application
6 on which the renter can specify a preference for type of vehicle
7 and acceptance or declination of optional services.

8 (B) The rental company fully discloses, prior to the enrollee’s
9 first rental as a participant in the program, all terms and conditions
10 of the rental agreement as well as all required disclosures.

11 (C) The renter may terminate enrollment at any time.

12 (D) The rental company fully explains to the renter that
13 designated preferences, as well as acceptance or declination of
14 optional services, may be changed by the renter at any time for
15 the next and future rentals.

16 (E) An employee designated to receive the form specified in
17 subparagraph (C) of paragraph (1) of subdivision (t) is present at
18 the lot where the renter takes possession of the car, to receive any
19 change in the rental agreement from the renter.

20 (10) “Passenger vehicle” means a passenger vehicle as defined
21 in Section 465 of the Vehicle Code.

22 (b) Except as limited by subdivision (c), a rental company and
23 a renter may agree that the renter will be responsible for no more
24 than all of the following:

25 (1) Physical or mechanical damage to the rented vehicle up to
26 its fair market value, as determined in the customary market for
27 the sale of that vehicle, resulting from collision regardless of the
28 cause of the damage.

29 (2) Loss due to theft of the rented vehicle up to its fair market
30 value, as determined in the customary market for the sale of that
31 vehicle, provided that the rental company establishes by clear and
32 convincing evidence that the renter or the authorized driver failed
33 to exercise ordinary care while in possession of the vehicle. In
34 addition, the renter shall be presumed to have no liability for any
35 loss due to theft if (A) an authorized driver has possession of the
36 ignition key furnished by the rental company or an authorized
37 driver establishes that the ignition key furnished by the rental
38 company was not in the vehicle at the time of the theft, and (B) an
39 authorized driver files an official report of the theft with the police
40 or other law enforcement agency within 24 hours of learning of

1 the theft and reasonably cooperates with the rental company and
2 the police or other law enforcement agency in providing
3 information concerning the theft. The presumption set forth in this
4 paragraph is a presumption affecting the burden of proof which
5 the rental company may rebut by establishing that an authorized
6 driver committed, or aided and abetted the commission of, the
7 theft.

8 (3) Physical damage to the rented vehicle up to its fair market
9 value, as determined in the customary market for the sale of that
10 vehicle, resulting from vandalism occurring after, or in connection
11 with, the theft of the rented vehicle. However, the renter shall have
12 no liability for any damage due to vandalism if the renter would
13 have no liability for theft pursuant to paragraph (2).

14 (4) Physical damage to the rented vehicle up to a total of five
15 hundred dollars (\$500) resulting from vandalism unrelated to the
16 theft of the rented vehicle.

17 (5) Actual charges for towing, storage, and impound fees paid
18 by the rental company if the renter is liable for damage or loss.

19 (6) An administrative charge, which shall include the cost of
20 appraisal and all other costs and expenses incident to the damage,
21 loss, repair, or replacement of the rented vehicle.

22 (c) The total amount of the renter's liability to the rental
23 company resulting from damage to the rented vehicle shall not
24 exceed the sum of the following:

25 (1) The estimated cost of parts which the rental company would
26 have to pay to replace damaged vehicle parts. All discounts and
27 price reductions or adjustments that are or will be received by the
28 rental company shall be subtracted from the estimate to the extent
29 not already incorporated in the estimate, or otherwise promptly
30 credited or refunded to the renter.

31 (2) The estimated cost of labor to replace damaged vehicle parts,
32 which shall not exceed the product of (A) the rate for labor usually
33 paid by the rental company to replace vehicle parts of the type that
34 were damaged and (B) the estimated time for replacement. All
35 discounts and price reductions or adjustments that are or will be
36 received by the rental company shall be subtracted from the
37 estimate to the extent not already incorporated in the estimate, or
38 otherwise promptly credited or refunded to the renter.

39 (3) (A) The estimated cost of labor to repair damaged vehicle
40 parts, which shall not exceed the lesser of the following:

1 (i) The product of the rate for labor usually paid by the rental
2 company to repair vehicle parts of the type that were damaged and
3 the estimated time for repair.

4 (ii) The sum of the estimated labor and parts costs determined
5 under paragraphs (1) and (2) to replace the same vehicle parts.

6 (B) All discounts and price reductions or adjustments that are
7 or will be received by the rental company shall be subtracted from
8 the estimate to the extent not already incorporated in the estimate,
9 or otherwise promptly credited or refunded to the renter.

10 (4) For the purpose of converting the estimated time for repair
11 into the same units of time in which the rental rate is expressed, a
12 day shall be deemed to consist of eight hours.

13 (5) Actual charges for towing, storage, and impound fees paid
14 by the rental company.

15 (6) The administrative charge described in paragraph (6) of
16 subdivision (b) shall not exceed (A) fifty dollars (\$50) if the total
17 estimated cost for parts and labor is more than one hundred dollars
18 (\$100) up to and including five hundred dollars (\$500), (B) one
19 hundred dollars (\$100) if the total estimated cost for parts and
20 labor exceeds five hundred dollars (\$500) up to and including one
21 thousand five hundred dollars (\$1,500), and (C) one hundred fifty
22 dollars (\$150) if the total estimated cost for parts and labor exceeds
23 one thousand five hundred dollars (\$1,500). An administrative
24 charge shall not be imposed if the total estimated cost of parts and
25 labor is one hundred dollars (\$100) or less.

26 (d) (1) The total amount of an authorized driver's liability to
27 the rental company, if any, for damage occurring during the
28 authorized driver's operation of the rented vehicle shall not exceed
29 the amount of the renter's liability under subdivision (c).

30 (2) A rental company shall not recover from the renter or other
31 authorized driver an amount exceeding the renter's liability under
32 subdivision (c).

33 (3) A claim against a renter resulting from damage or loss,
34 excluding loss of use, to a rental vehicle shall be reasonably and
35 rationally related to the actual loss incurred. A rental company
36 shall mitigate damages where possible and shall not assert or collect
37 a claim for physical damage which exceeds the actual costs of the
38 repairs performed or the estimated cost of repairs, if the rental
39 company chooses not to repair the vehicle, including all discounts
40 and price reductions. However, if the vehicle is a total loss vehicle,

1 the claim shall not exceed the total loss vehicle value established
2 in accordance with procedures that are customarily used by
3 insurance companies when paying claims on total loss vehicles,
4 less the proceeds from salvaging the vehicle, if those proceeds are
5 retained by the rental company.

6 (4) If insurance coverage exists under the renter's applicable
7 personal or business insurance policy and the coverage is confirmed
8 during regular business hours, the renter may require that the rental
9 company submit any claims to the renter's applicable personal or
10 business insurance carrier. The rental company shall not make any
11 written or oral representations that it will not present claims or
12 negotiate with the renter's insurance carrier. For purposes of this
13 paragraph, confirmation of coverage includes telephone
14 confirmation from insurance company representatives during
15 regular business hours. Upon request of the renter and after
16 confirmation of coverage, the amount of claim shall be resolved
17 between the insurance carrier and the rental company. The renter
18 shall remain responsible for payment to the rental car company
19 for any loss sustained that the renter's applicable personal or
20 business insurance policy does not cover.

21 (5) A rental company shall not recover from the renter or other
22 authorized driver for an item described in subdivision (b) to the
23 extent the rental company obtains recovery from another person.

24 (6) This section applies only to the maximum liability of a renter
25 or other authorized driver to the rental company resulting from
26 damage to the rented vehicle and not to the liability of another
27 person.

28 (e) (1) Except as provided in subdivision (f), a damage waiver
29 shall provide or, if not expressly stated in writing, shall be deemed
30 to provide that the renter has no liability for a damage, loss, loss
31 of use, or a cost or expense incident thereto.

32 (2) Except as provided in subdivision (f), every limitation,
33 exception, or exclusion to a damage waiver is void and
34 unenforceable.

35 (f) A rental company may provide in the rental contract that a
36 damage waiver does not apply under any of the following
37 circumstances:

38 (1) Damage or loss results from an authorized driver's (A)
39 intentional, willful, wanton, or reckless conduct, (B) operation of
40 the vehicle under the influence of drugs or alcohol in violation of

1 Section 23152 of the Vehicle Code, (C) towing or pushing
2 anything, or (D) operation of the vehicle on an unpaved road if
3 the damage or loss is a direct result of the road or driving
4 conditions.

5 (2) Damage or loss occurs while the vehicle is (A) used for
6 commercial hire, (B) used in connection with conduct that could
7 be properly charged as a felony, (C) involved in a speed test or
8 contest or in driver training activity, (D) operated by a person other
9 than an authorized driver, or (E) operated outside the United States.

10 (3) An authorized driver who has (A) provided fraudulent
11 information to the rental company, or (B) provided false
12 information and the rental company would not have rented the
13 vehicle if it had instead received true information.

14 (g) (1) A rental company that offers or provides a damage
15 waiver for any consideration in addition to the rental rate shall
16 clearly and conspicuously disclose the following information in
17 the rental contract or holder in which the contract is placed and,
18 also, in signs posted at the place, such as the counter, where the
19 renter signs the rental contract, and, for renters who are enrolled
20 in the rental company's membership program, in a sign that shall
21 be posted in a location clearly visible to those renters as they enter
22 the location where their reserved rental cars are parked or near the
23 exit of the bus or other conveyance that transports the enrollee to
24 a reserved car: (A) the nature of the renter's liability, such as
25 liability for all collision damage regardless of cause, (B) the extent
26 of the renter's liability, such as liability for damage or loss up to
27 a specified amount, (C) the renter's personal insurance policy or
28 the credit card used to pay for the car rental transaction may
29 provide coverage for all or a portion of the renter's potential
30 liability, (D) the renter should consult with his or her insurer to
31 determine the scope of insurance coverage, including the amount
32 of the deductible, if any, for which the renter is obligated, (E) the
33 renter may purchase an optional damage waiver to cover all
34 liability, subject to whatever exceptions the rental company
35 expressly lists that are permitted under subdivision (f), and (F) the
36 range of charges for the damage waiver.

37 (2) In addition to the requirements of paragraph (1), a rental
38 company that offers or provides a damage waiver shall orally
39 disclose to all renters, except those who are participants in the
40 rental company's membership program, that the damage waiver

1 may be duplicative of coverage that the customer maintains under
 2 his or her own policy of motor vehicle insurance. The renter’s
 3 receipt of the oral disclosure shall be demonstrated through the
 4 renter’s acknowledging receipt of the oral disclosure near that part
 5 of the contract where the renter indicates, by the renter’s own
 6 initials, his or her acceptance or declination of the damage waiver.
 7 Adjacent to that same part, the contract also shall state that the
 8 damage waiver is optional. Further, the contract for these renters
 9 shall include a clear and conspicuous written disclosure that the
 10 damage waiver may be duplicative of coverage that the customer
 11 maintains under his or her own policy of motor vehicle insurance.

12 (3) The following is an example, for purposes of illustration
 13 and not limitation, of a notice fulfilling the requirements of
 14 paragraph (1) for a rental company that imposes liability on the
 15 renter for collision damage to the full value of the vehicle:

16
 17 “NOTICE ABOUT YOUR FINANCIAL RESPONSIBILITY
 18 AND OPTIONAL DAMAGE WAIVER
 19

20 You are responsible for all collision damage to the rented vehicle
 21 even if someone else caused it or the cause is unknown. You are
 22 responsible for the cost of repair up to the value of the vehicle,
 23 and towing, storage, and impound fees.

24 Your own insurance, or the issuer of the credit card you use to
 25 pay for the car rental transaction, may cover all or part of your
 26 financial responsibility for the rented vehicle. You should check
 27 with your insurance company, or credit card issuer, to find out
 28 about your coverage and the amount of the deductible, if any, for
 29 which you may be liable.

30 Further, if you use a credit card that provides coverage for your
 31 potential liability, you should check with the issuer to determine
 32 if you must first exhaust the coverage limits of your own insurance
 33 before the credit card coverage applies.

34 The rental company will not hold you responsible if you buy a
 35 damage waiver. But a damage waiver will not protect you if (list
 36 exceptions).”

37
 38 (A) When the above notice is printed in the rental contract or
 39 holder in which the contract is placed, the following shall be printed
 40 immediately following the notice:

1
2 “The cost of an optional damage waiver is \$____ for every (day
3 or week).”
4

5 (B) When the above notice appears on a sign, the following
6 shall appear immediately adjacent to the notice:
7

8 “The cost of an optional damage waiver is \$____ to \$____ for
9 every (day or week), depending upon the vehicle rented.”
10

11 (h) Notwithstanding any other provision of law, a rental
12 company may sell a damage waiver subject to the following rate
13 limitations for each full or partial 24-hour rental day for the damage
14 waiver.

15 (1) For rental vehicles that the rental company designates as an
16 “economy car,” “subcompact car,” “compact car,” or another term
17 having similar meaning when offered for rental, or another vehicle
18 having a manufacturer’s suggested retail price of nineteen thousand
19 dollars (\$19,000) or less, the rate shall not exceed nine dollars
20 (\$9).

21 (2) For rental vehicles that have a manufacturer’s suggested
22 retail price from nineteen thousand one dollars (\$19,001) to
23 thirty-four thousand nine hundred ninety-nine dollars (\$34,999),
24 inclusive, and that are also either vehicles of next year’s model,
25 or not older than the previous year’s model, the rate shall not
26 exceed fifteen dollars (\$15). For those rental vehicles older than
27 the previous year’s model-year, the rate shall not exceed nine
28 dollars (\$9).

29 (i) The manufacturer’s suggested retail prices described in
30 subdivision (h) shall be adjusted annually to reflect changes from
31 the previous year in the Consumer Price Index. For the purposes
32 of this section, “Consumer Price Index” means the United States
33 Consumer Price Index for All Urban Consumers, for all items.

34 (j) A rental company that disseminates in this state an
35 advertisement containing a rental rate shall include in that
36 advertisement a clearly readable statement of the charge for a
37 damage waiver and a statement that a damage waiver is optional.

38 (k) (1) A rental company shall not require the purchase of a
39 damage waiver, optional insurance, or another optional good or
40 service.

1 (2) A rental company shall not engage in any unfair, deceptive,
2 or coercive conduct to induce a renter to purchase the damage
3 waiver, optional insurance, or another optional good or service,
4 including conduct such as, but not limited to, refusing to honor
5 the renter's reservation, limiting the availability of vehicles,
6 requiring a deposit, or debiting or blocking the renter's credit card
7 account for a sum equivalent to a deposit if the renter declines to
8 purchase the damage waiver, optional insurance, or another
9 optional good or service.

10 (l) (1) In the absence of express permission granted by the
11 renter subsequent to damage to, or loss of, the vehicle, a rental
12 company shall not seek to recover any portion of a claim arising
13 out of damage to, or loss of, the rented vehicle by processing a
14 credit card charge or causing a debit or block to be placed on the
15 renter's credit card account.

16 (2) A rental company shall not engage in any unfair, deceptive,
17 or coercive tactics in attempting to recover or in recovering on any
18 claim arising out of damage to, or loss of, the rented vehicle.

19 (m) (1) A customer facility charge may be collected by a rental
20 company under the following circumstances:

21 (A) Collection of the fee by the rental company is required by
22 an airport operated by a city, a county, a city and county, a joint
23 powers authority, a special district, or the San Diego County
24 Regional Airport Authority formed pursuant to Division 17
25 (commencing with Section 170000) of the Public Utilities Code.

26 (B) The fee is calculated on a per contract basis or as provided
27 in paragraph (2).

28 (C) The fee is a user fee, not a tax imposed upon real property
29 or an incidence of property ownership under Article XIII D of the
30 California Constitution.

31 (D) Except as otherwise provided in subparagraph (E), the fee
32 shall be ten dollars (\$10) per contract or the amount provided in
33 paragraph (2).

34 (E) The fee for a consolidated rental car facility shall be
35 collected only from customers of on-airport rental car companies.
36 If the fee imposed by the airport is for both a consolidated rental
37 car facility and a common-use transportation system, the fee
38 collected from customers of on-airport rental car companies shall
39 be ten dollars (\$10) or the amount provided in paragraph (2), but
40 the fee imposed on customers of off-airport rental car companies

1 who are transported on the common-use transportation system is
2 proportionate to the costs of the common-use transportation system
3 only. The fee is uniformly applied to each class of on-airport or
4 off-airport customers, provided that the airport requires off-airport
5 customers to use the common-use transportation system. For
6 purposes of this subparagraph, “on-airport rental car company”
7 means a rental company operating under an airport property lease
8 or an airport concession or license agreement whose customers
9 use or will use the consolidated rental car facility and the collection
10 of the fee as to those customers is consistent with subparagraph
11 (C).

12 (F) Revenues collected from the fee do not exceed the reasonable
13 costs of financing, designing, and constructing the facility and
14 financing, designing, constructing, and operating any common-use
15 transportation system, or acquiring vehicles for use in that system,
16 and shall not be used for any other purpose.

17 (G) The fee is separately identified on the rental agreement.

18 (H) This paragraph does not apply to fees which are governed
19 by Section 50474.1 of the Government Code or Section 57.5 of
20 the San Diego Unified Port District Act.

21 (I) For any airport seeking to require rental car companies to
22 collect an alternative customer facility charge pursuant to paragraph
23 (2), the following provisions apply:

24 (i) Notwithstanding Section 10231.5 of the Government Code,
25 the airport shall provide reports on an annual basis to the Senate
26 and Assembly Committees on Judiciary detailing all of the
27 following:

28 (I) The total amount of the customer facility charge collected.

29 (II) How the funds are being spent.

30 (III) The amount of and reason for any changes in the airport’s
31 budget or financial needs for the facility or common-use
32 transportation system.

33 (IV) Whether airport concession fees authorized by Section
34 1936.01 have increased since the prior report, if any.

35 (ii) (I) The airport shall complete the audit required by
36 subparagraph (B) of paragraph (4) of subdivision (a) prior to initial
37 collection of the customer facility charge. Notwithstanding Section
38 10231.5 of the Government Code, copies of the audit shall be
39 provided to the Assembly and Senate Committees on Judiciary,
40 the Assembly Committee on Transportation, and the Senate

1 Committee on Transportation and Housing and shall be posted on
2 the airport’s Internet Web site.

3 (II) Prior to any increase pursuant to paragraph (2), the airport
4 shall update the information provided in the initial collection audit
5 pursuant to subclause (I). Notwithstanding Section 10231.5 of the
6 Government Code, copies of the updated audit shall be provided
7 to the Assembly and Senate Committees on Judiciary, the
8 Assembly Committee on Transportation, and the Senate Committee
9 on Transportation and Housing and shall be posted on the airport’s
10 Internet Web site.

11 (III) An audit shall be completed every three years after initial
12 collection only if the customer facility charge is collected for the
13 purpose of operating a common-use transportation system or to
14 acquire vehicles for use in such a system pursuant to clause (ii) of
15 subparagraph (A) of paragraph (4) of subdivision (a). A regularly
16 conducted audit of airport finances that includes the customer
17 facility charge information, that satisfies the requirements of
18 subparagraph (B) of paragraph (4) of subdivision (a), and is
19 produced in accordance with the generally accepted accounting
20 principles of the Government Accounting Standards Board, shall
21 satisfy the requirements of this subclause. This obligation shall
22 continue until the fee authorization becomes inoperative pursuant
23 to subparagraph (C) of paragraph (4) of subdivision (a).
24 Notwithstanding Section 10231.5 of the Government Code, the
25 information reported pursuant to this subclause shall be compiled
26 into one document, shall be provided to the Assembly and Senate
27 Committees on Judiciary, the Assembly Committee on
28 Transportation, and the Senate Committee on Transportation and
29 Housing and shall be posted on the airport’s Internet Web site
30 accessible to the public. The information reported shall be
31 contained within one easily accessible page contained within the
32 airport’s Internet Web site.

33 (IV) This section shall not be construed to require an airport to
34 audit a common-use transportation system not financed by a
35 customer facility charge and used for the purposes permitted
36 pursuant to clause (ii) of subparagraph (A) of paragraph (4) of
37 subdivision (a).

38 (V) The airport shall post on the airport’s Internet Web site
39 copies of the completed audits required by this clause for a period
40 of six years following the audit’s completion.

1 (iii) Use of the bonds shall be limited to construction and design
2 of the consolidated rental car facility, terminal modifications, and
3 operating costs of the common-use transportation system, as
4 specified in paragraph (4) of subdivision (a).

5 (2) Any airport may require rental car companies to collect an
6 alternative customer facility charge under the following conditions:

7 (A) The airport first conducts a publicly noticed hearing pursuant
8 to the Ralph M. Brown Act (Chapter 9 (commencing with Section
9 54950) of Part 1 of Division 2 of Title 5 of the Government Code)
10 to review the costs of financing the design and construction of a
11 consolidated rental car facility and the design, construction, and
12 operation of any common-use transportation system in which all
13 of the following occur:

14 (i) The airport establishes the amount of revenue necessary to
15 finance the reasonable cost to design and construct a consolidated
16 rental car facility and to design, construct, and operate any
17 common-use transportation system, or acquire vehicles for use in
18 that system, based on evidence presented during the hearing.

19 (ii) The airport finds, based on evidence presented during the
20 hearing, that the fee authorized in paragraph (1) will not generate
21 sufficient revenue to finance the reasonable costs to design and
22 construct a consolidated rental car facility and to design, construct,
23 and operate any common-use transportation system, or acquire
24 vehicles for use in that system.

25 (iii) The airport finds that the reasonable cost of the project
26 requires the additional amount of revenue that would be generated
27 by the proposed daily rate, including any rate increase, authorized
28 pursuant to this paragraph.

29 (iv) The airport outlines each of the following:

30 (I) Steps it has taken to limit costs.

31 (II) Other potential alternatives for meeting its revenue needs
32 other than the collection of the fee.

33 (III) The extent to which rental car companies or other
34 businesses or individuals using the facility or common-use
35 transportation system will pay for the costs associated with these
36 facilities and systems other than the fee from rental customers.

37 (B) The airport may not require the fee authorized in this
38 paragraph to be collected at any time that the fee authorized in
39 paragraph (1) of this subdivision is being collected.

1 (C) Pursuant to the procedure set forth in this subdivision, the
2 fee may be collected at a rate charged on a per-day basis subject
3 to the following conditions:

4 (i) Commencing January 1, 2011, the amount of the fee may
5 not exceed six dollars (\$6) per day.

6 (ii) Commencing January 1, 2014, the amount of the fee may
7 not exceed seven dollars and fifty cents (\$7.50) per day.

8 (iii) Commencing January 1, 2017, and thereafter, the amount
9 of the fee may not exceed nine dollars (\$9) per day.

10 (iv) At no time shall the fee authorized in this paragraph be
11 collected from any customer for more than five days for each
12 individual rental car contract.

13 (v) An airport subject to this paragraph shall initiate the process
14 for obtaining the authority to require or increase the alternative
15 fee no later than January 1, 2018. Any airport that obtains the
16 authority to require or increase an alternative fee shall be authorized
17 to continue collecting that fee until the fee authorization becomes
18 inoperative pursuant to subparagraph (C) of paragraph (4) of
19 subdivision (a).

20 (3) Notwithstanding any other provision of law, including, but
21 not limited to, Part 1 (commencing with Section 6001) to Part 1.7
22 (commencing with Section 7280), inclusive, of Division 2 of the
23 Revenue and Taxation Code, the fees collected pursuant to this
24 section, or another law whereby a local agency operating an airport
25 requires a rental car company to collect a facility financing fee
26 from its customers, are not subject to sales, use, or transaction
27 taxes.

28 (n) (1) A rental company shall only advertise, quote, and charge
29 a rental rate that includes the entire amount except taxes, a
30 customer facility charge, if any, and a mileage charge, if any, that
31 a renter must pay to hire or lease the vehicle for the period of time
32 to which the rental rate applies. A rental company shall not charge
33 in addition to the rental rate, taxes, a customer facility charge, if
34 any, and a mileage charge, if any, any fee that is required to be
35 paid by the renter as a condition of hiring or leasing the vehicle,
36 including, but not limited to, required fuel or airport surcharges
37 other than customer facility charges, nor a fee for transporting the
38 renter to the location where the rented vehicle will be delivered to
39 the renter.

1 (2) In addition to the rental rate, taxes, customer facility charges,
2 if any, and mileage charges, if any, a rental company may charge
3 for an item or service provided in connection with a particular
4 rental transaction if the renter could have avoided incurring the
5 charge by choosing not to obtain or utilize the optional item or
6 service. Items and services for which the rental company may
7 impose an additional charge include, but are not limited to, optional
8 insurance and accessories requested by the renter, service charges
9 incident to the renter's optional return of the vehicle to a location
10 other than the location where the vehicle was hired or leased, and
11 charges for refueling the vehicle at the conclusion of the rental
12 transaction in the event the renter did not return the vehicle with
13 as much fuel as was in the fuel tank at the beginning of the rental.
14 A rental company also may impose an additional charge based on
15 reasonable age criteria established by the rental company.

16 (3) A rental company shall not charge a fee for authorized
17 drivers in addition to the rental charge for an individual renter.

18 (4) If a rental company states a rental rate in print advertisement
19 or in a telephonic, in-person, or computer-transmitted quotation,
20 the rental company shall disclose clearly in that advertisement or
21 quotation the terms of mileage conditions relating to the advertised
22 or quoted rental rate, including, but not limited to, to the extent
23 applicable, the amount of mileage and gas charges, the number of
24 miles for which no charges will be imposed, and a description of
25 geographic driving limitations within the United States and Canada.

26 (5) (A) When a rental rate is stated in an advertisement,
27 quotation, or reservation in connection with a car rental at an airport
28 where a customer facility charge is imposed, the rental company
29 shall disclose clearly the existence and amount of the customer
30 facility charge. For purposes of this subparagraph, advertisements
31 include radio, television, other electronic media, and print
32 advertisements. For purposes of this subparagraph, quotations and
33 reservations include those that are telephonic, in-person, and
34 computer-transmitted. If the rate advertisement is intended to
35 include transactions at more than one airport imposing a customer
36 facility charge, a range of fees may be stated in the advertisement.
37 However, all rate advertisements that include car rentals at airport
38 destinations shall clearly and conspicuously include a toll-free
39 telephone number whereby a customer can be told the specific

1 amount of the customer facility charge to which the customer will
2 be obligated.

3 (B) If a person or entity other than a rental car company,
4 including a passenger carrier or a seller of travel services, advertises
5 or quotes a rate for a car rental at an airport where a customer
6 facility charge is imposed, that person or entity shall, provided
7 that he, she, or it is provided with information about the existence
8 and amount of the fee, to the extent not specifically prohibited by
9 federal law, clearly disclose the existence and amount of the fee
10 in any telephonic, in-person, or computer-transmitted quotation at
11 the time of making an initial quotation of a rental rate and at the
12 time of making a reservation of a rental car. If a rental car company
13 provides the person or entity with rate and customer facility charge
14 information, the rental car company is not responsible for the
15 failure of that person or entity to comply with this subparagraph
16 when quoting or confirming a rate to a third person or entity.

17 (6) If a rental company delivers a vehicle to a renter at a location
18 other than the location where the rental company normally carries
19 on its business, the rental company shall not charge the renter an
20 amount for the rental for the period before the delivery of the
21 vehicle. If a rental company picks up a rented vehicle from a renter
22 at a location other than the location where the rental company
23 normally carries on its business, the rental company shall not
24 charge the renter an amount for the rental for the period after the
25 renter notifies the rental company to pick up the vehicle.

26 (o) A rental company shall not use, access, or obtain any
27 information relating to the renter's use of the rental vehicle that
28 was obtained using electronic surveillance technology, except in
29 the following circumstances:

30 (1) (A) When the equipment is used by the rental company
31 only for the purpose of locating a stolen, abandoned, or missing
32 rental vehicle after one of the following:

33 (i) The renter or law enforcement has informed the rental
34 company that the vehicle is missing or has been stolen or
35 abandoned.

36 (ii) The rental vehicle has not been returned following one week
37 after the contracted return date, or by one week following the end
38 of an extension of that return date.

39 (iii) The rental company discovers the rental vehicle has been
40 stolen or abandoned, and, if stolen, it shall report the vehicle stolen

1 to law enforcement by filing a stolen vehicle report, unless law
2 enforcement has already informed the rental company that the
3 vehicle is missing or has been stolen or abandoned.

4 (B) If electronic surveillance technology is activated pursuant
5 to subparagraph (A), a rental company shall maintain a record, in
6 either electronic or written form, of information relevant to the
7 activation of that technology. That information shall include the
8 rental agreement, including the return date, and the date and time
9 the electronic surveillance technology was activated. The record
10 shall also include, if relevant, a record of written or other
11 communication with the renter, including communications
12 regarding extensions of the rental, police reports, or other written
13 communication with law enforcement officials. The record shall
14 be maintained for a period of at least 12 months from the time the
15 record is created and shall be made available upon the renter's
16 request. The rental company shall maintain and furnish explanatory
17 codes necessary to read the record. A rental company shall not be
18 required to maintain a record if electronic surveillance technology
19 is activated to recover a rental vehicle that is stolen or missing at
20 a time other than during a rental period.

21 (2) In response to a specific request from law enforcement
22 pursuant to a subpoena or search warrant.

23 (3) This subdivision does not prohibit a rental company from
24 equipping rental vehicles with GPS-based technology that provides
25 navigation assistance to the occupants of the rental vehicle, if the
26 rental company does not use, access, or obtain information relating
27 to the renter's use of the rental vehicle that was obtained using
28 that technology, except for the purposes of discovering or repairing
29 a defect in the technology and the information may then be used
30 only for that purpose.

31 (4) This subdivision does not prohibit a rental company from
32 equipping rental vehicles with electronic surveillance technology
33 that allows for the remote locking or unlocking of the vehicle at
34 the request of the renter, if the rental company does not use, access,
35 or obtain information relating to the renter's use of the rental
36 vehicle that was obtained using that technology, except as
37 necessary to lock or unlock the vehicle.

38 (5) This subdivision does not prohibit a rental company from
39 equipping rental vehicles with electronic surveillance technology
40 that allows the company to provide roadside assistance, such as

1 towing, flat tire, or fuel services, at the request of the renter, if the
2 rental company does not use, access, or obtain information relating
3 to the renter's use of the rental vehicle that was obtained using
4 that technology except as necessary to provide the requested
5 roadside assistance.

6 (6) This subdivision does not prohibit a rental company from
7 obtaining, accessing, or using information from electronic
8 surveillance technology for the sole purpose of determining the
9 date and time the vehicle is returned to the rental company, and
10 the total mileage driven and the vehicle fuel level of the returned
11 vehicle. This paragraph, however, shall apply only after the renter
12 has returned the vehicle to the rental company, and the information
13 shall only be used for the purpose described in this paragraph.

14 (p) A rental company shall not use electronic surveillance
15 technology to track a renter in order to impose fines or surcharges
16 relating to the renter's use of the rental vehicle.

17 (q) A renter may bring an action against a rental company for
18 the recovery of damages and appropriate equitable relief for a
19 violation of this section. The prevailing party shall be entitled to
20 recover reasonable attorney's fees and costs.

21 (r) A rental company that brings an action against a renter for
22 loss due to theft of the vehicle shall bring the action in the county
23 in which the renter resides or, if the renter is not a resident of this
24 state, in the jurisdiction in which the renter resides.

25 (s) A waiver of any of the provisions of this section shall be
26 void and unenforceable as contrary to public policy.

27 (t) (1) A rental company's disclosure requirements shall be
28 satisfied for renters who are enrolled in the rental company's
29 membership program if all of the following conditions are met:

30 (A) Prior to the enrollee's first rental as a participant in the
31 program, the renter receives, in writing, the following:

32 (i) All of the disclosures required by paragraph (1) of subdivision
33 (g), including the terms and conditions of the rental agreement
34 then in effect.

35 (ii) An Internet Web site address, as well as a contact number
36 or address, where the enrollee can learn of changes to the rental
37 agreement or to the laws of this state governing rental agreements
38 since the effective date of the rental company's most recent
39 restatement of the rental agreement and distribution of that
40 restatement to its members.

1 (B) At the commencement of each rental period, the renter is
2 provided, on the rental record or the folder in which it is inserted,
3 with a printed notice stating that he or she had either previously
4 selected or declined an optional damage waiver and that the renter
5 has the right to change preferences.

6 (C) At the commencement of each rental period, the rental
7 company provides, on the rearview mirror, a hanger on which a
8 statement is printed, in a box, in at least 12-point boldface type,
9 notifying the renter that the collision damage waiver offered by
10 the rental company may be duplicative of coverage that the
11 customer maintains under his or her own policy of motor vehicle
12 insurance. If it is not feasible to hang the statement from the
13 rearview mirror, it shall be hung from the steering wheel.

14 The hanger shall provide the renter a box to initial if he or she
15 (not his or her employer) has previously accepted or declined the
16 collision damage waiver and that he or she now wishes to change
17 his or her decision to accept or decline the collision damage waiver,
18 as follows:

19
20 “ If I previously accepted the collision damage waiver, I
21 now decline it.

22
23 If I previously declined the collision damage waiver, I now
24 accept it.”

25
26 The hanger shall also provide a box for the enrollee to indicate
27 whether this change applies to this rental transaction only or to all
28 future rental transactions. The hanger shall also notify the renter
29 that he or she may make that change, prior to leaving the lot, by
30 returning the form to an employee designated to receive the form
31 who is present at the lot where the renter takes possession of the
32 car, to receive any change in the rental agreement from the renter.

33 (2) (A) This subdivision is not effective unless the employee
34 designated pursuant to subparagraph (E) of paragraph (8) of
35 subdivision (a) is actually present at the required location.

36 (B) This subdivision does not relieve the rental company from
37 the disclosures required to be made within the text of a contract
38 or holder in which the contract is placed; in or on an advertisement
39 containing a rental rate; or in a telephonic, in-person, or
40 computer-transmitted quotation or reservation.

1 (u) The amendments made to this section during the 2001–02
2 Regular Session of the Legislature do not affect litigation pending
3 on or before January 1, 2003, alleging a violation of Section 22325
4 of the Business and Professions Code as it read at the time the
5 action was commenced.

6 (v) (1) When a rental company enters into a rental agreement
7 in the state for the rental of a vehicle to any renter who is not a
8 resident of this country and, as part of, or associated with, the rental
9 agreement, the renter purchases liability insurance, as defined in
10 subdivision (b) of Section 1758.85 of the Insurance Code, from
11 the rental company in its capacity as a rental car agent for an
12 authorized insurer, the rental company shall be authorized to accept,
13 and, if served as set forth in this subdivision, shall accept, service
14 of a summons and complaint and any other required documents
15 against the foreign renter for any accident or collision resulting
16 from the operation of the rental vehicle within the state during the
17 rental period. If the rental company has a registered agent for
18 service of process on file with the Secretary of State, process shall
19 be served on the rental company’s registered agent, either by
20 first-class mail, return receipt requested, or by personal service.

21 (2) Within 30 days of acceptance of service of process, the rental
22 company shall provide a copy of the summons and complaint and
23 any other required documents served in accordance with this
24 subdivision to the foreign renter by first-class mail, return receipt
25 requested.

26 (3) Any plaintiff, or his or her representative, who elects to serve
27 the foreign renter by delivering a copy of the summons and
28 complaint and any other required documents to the rental company
29 pursuant to paragraph (1) shall agree to limit his or her recovery
30 against the foreign renter and the rental company to the limits of
31 the protection extended by the liability insurance.

32 (4) Notwithstanding the requirements of Sections 17450 to
33 17456, inclusive, of the Vehicle Code, service of process in
34 compliance with paragraph (1) shall be deemed valid and effective
35 service.

36 (5) Notwithstanding any other provision of law, the requirement
37 that the rental company accept service of process pursuant to
38 paragraph (1) shall not create any duty, obligation, or agency
39 relationship other than that provided in paragraph (1).

1 (w) This section shall remain in effect only until January 1,
2 2020, and as of that date is repealed, unless a later enacted statute,
3 that is enacted before January 1, 2020, deletes or extends that date.

4 SEC. 5. Section 1942.2 of the Civil Code is amended to read:

5 1942.2. A tenant who has made a payment to a utility pursuant
6 to Section 777, 777.1, 10009, 10009.1, 12822, 12822.1, 16481, or
7 16481.1 of the Public Utilities Code, or to a district pursuant to
8 Section 60371 of the Government Code, may deduct the payment
9 from the rent as provided in that section.

10 ~~SEC. 6. Section 415.46 of the Code of Civil Procedure is~~
11 ~~amended to read:~~

12 ~~415.46. (a) In addition to the service of a summons and~~
13 ~~complaint in an action for unlawful detainer upon a tenant and~~
14 ~~subtenant, if any, as prescribed by this article, a prejudgment claim~~
15 ~~of right to possession may also be served on any person who~~
16 ~~appears to be or who may claim to have occupied the premises at~~
17 ~~the time of the filing of the action. Service upon occupants shall~~
18 ~~be made pursuant to subdivision (c) by serving a copy of a~~
19 ~~prejudgment claim of right to possession, as specified in~~
20 ~~subdivision (f), attached to a copy of the summons and complaint~~
21 ~~at the same time service is made upon the tenant and subtenant, if~~
22 ~~any.~~

23 ~~(b) Service of the prejudgment claim of right to possession in~~
24 ~~this manner shall be effected by a marshal, sheriff, or registered~~
25 ~~process server.~~

26 ~~(c) (1) When serving the summons and complaint upon a tenant~~
27 ~~and subtenant, if any, the marshal, sheriff, or registered process~~
28 ~~server shall make a reasonably diligent effort to ascertain whether~~
29 ~~there are other adult occupants of the premises who are not named~~
30 ~~in the summons and complaint by inquiring of the person or~~
31 ~~persons who are being personally served, or any person of suitable~~
32 ~~age and discretion who appears to reside upon the premises,~~
33 ~~whether there are other occupants of the premises.~~

34 ~~(2) If the identity of such an occupant is disclosed to the officer~~
35 ~~or process server and the occupant is present at the premises, the~~
36 ~~officer or process server shall serve that occupant with a copy of~~
37 ~~the prejudgment claim of right to possession attached to a copy of~~
38 ~~the summons and complaint. If personal service cannot be made~~
39 ~~upon that occupant at that time, service may be effected by leaving~~
40 ~~a copy of a prejudgment claim of right to possession attached to~~

1 a copy of the summons and complaint addressed to that occupant
2 with a person of suitable age and discretion at the premises, affixing
3 the same so that it is not readily removable in a conspicuous place
4 on the premises in a manner most likely to give actual notice to
5 that occupant, and sending the same addressed to that occupant
6 by first-class mail.

7 ~~(3) In addition to the service on an identified occupant, or if no~~
8 ~~occupant is disclosed to the officer or process server, or if~~
9 ~~substituted service is made upon the tenant and subtenant, if any,~~
10 ~~the officer or process server shall serve a prejudgment claim of~~
11 ~~right to possession for all other persons who may claim to occupy~~
12 ~~the premises at the time of the filing of the action by leaving a~~
13 ~~copy of a prejudgment claim of right to possession attached to a~~
14 ~~copy of the summons and complaint at the premises at the same~~
15 ~~time service is made upon the tenant and subtenant, if any, affixing~~
16 ~~the same so that it is not readily removable in a conspicuous place~~
17 ~~on the premises so that it is likely to give actual notice to an~~
18 ~~occupant, and sending the same addressed to “all occupants in care~~
19 ~~of the named tenant” to the premises by first-class mail.~~

20 ~~(4) The person serving process shall state the date of service on~~
21 ~~the prejudgment claim of right to possession form. However, the~~
22 ~~absence of the date of service on the prejudgment claim of right~~
23 ~~to possession does not invalidate the claim.~~

24 ~~(d) Proof of service under this section shall be filed with the~~
25 ~~court and shall include a statement that service was made pursuant~~
26 ~~to this section. Service on occupants in accordance with this section~~
27 ~~shall not alter or affect service upon the tenant or subtenant, if any.~~

28 ~~(e) (1) If an owner or his or her agent has directed and obtained~~
29 ~~service of a prejudgment claim of right to possession in accordance~~
30 ~~with this section, no occupant of the premises, whether or not that~~
31 ~~occupant is named in the judgment for possession, may object to~~
32 ~~the enforcement of that judgment as prescribed in Section 1174.3.~~

33 ~~(2) In any action for unlawful detainer resulting from a~~
34 ~~foreclosure sale of a rental housing unit pursuant to Section 1161a,~~
35 ~~paragraph (1) shall not limit the right of any tenant or subtenant~~
36 ~~of the property to file a prejudgment claim of right of possession~~
37 ~~pursuant to subdivision (a) of Section 1174.25 at any time before~~
38 ~~judgment, or to object to enforcement of a judgment for possession~~
39 ~~as prescribed in Section 1174.3, regardless of whether the tenant~~

- 1 ~~or subtenant was served with a prejudgment claim of right to~~
- 2 ~~possession.~~
- 3 ~~(f) The prejudgment claim of right to possession shall be made~~
- 4 ~~on the following form:~~

NOTICE

~~EVERYONE WHO LIVES IN THIS RENTAL UNIT MAY BE EVICTED BY COURT ORDER. READ THIS FORM IF YOU LIVE HERE AND YOUR NAME IS NOT ON THE ATTACHED SUMMONS AND COMPLAINT.~~

~~If you live here and you do not complete and submit this form within 10 days of the date of service shown on this form, you will be evicted without further hearing by the court along with the persons named in the summons and complaint.~~

~~If you file this form, your claim will be determined in the eviction action against the persons named in the complaint.~~

~~If you do not file this form, you will be evicted without further hearing.~~

CLAIMANT OR CLAIMANT'S ATTORNEY — TELEPHONE NO. (Name and Address): ATTORNEY FOR (Name):	FOR COURT USE ONLY CASE NUMBER:
NAME OF COURT: — STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PLAINTIFF: DEFENDANT:	
PREJUDGMENT CLAIM OF RIGHT TO POSSESSION	

DATE OF SERVICE:
 (Date that form is served or delivered, posted and mailed by the officer or process server)

Complete this form only if ALL of these statements are true:

- ~~1. You are NOT named in the accompanying Summons and Complaint.~~
- ~~2. You occupied the subject premises on or before the date the unlawful detainer (eviction) complaint was filed. (The date is in the accompanying Summons and Complaint.)~~
- ~~3. You still occupy the subject premises.~~

I DECLARE THE FOLLOWING UNDER PENALTY OF PERJURY:

- ~~1. My name is (specify):~~
- ~~2. I reside at (street address, unit no., city and ZIP code):~~
- ~~3. The address of “the premises” subject to this claim is (address):~~
- ~~4. On (insert date): [] , the landlord or the landlord’s authorized agent filed a complaint to recover possession of the premises. (This date is in the accompanying Summons and Complaint.)~~
- ~~5. I occupied the premises on the date the complaint was filed (the date in item 4). I have continued to occupy the premises ever since.~~
- ~~6. I was at least 18 years of age on the date the complaint was filed (the date in item 4).~~
- ~~7. I claim a right to possession of the premises because I occupied the premises on the date the complaint was filed (the date in item 4).~~
- ~~8. I was not named in the Summons and Complaint.~~
- ~~9. I understand that if I make this claim of possession, I will be added as a defendant to the unlawful detainer (eviction) action.~~
- ~~10. (Filing fee) I understand that I must go to the court and pay a filing fee of \$ _____ or file with the court “Application for Waiver of Court Fees and Costs.” I understand that if I don’t pay the filing fee or file the form for waiver of court fees within 10 days from the date of service on the form (excluding court holidays), I will not be entitled to make a claim of right to possession. I also understand that I will have 5 days (excluding court holidays) to file a response to the Summons and Complaint after I file this claim of possession.~~

NOTICE: If you fail to file this claim, you will be evicted without further hearing.

11. Rental agreement. I have (check all that apply to you):

- a. an oral rental agreement with the landlord.
- b. a written rental agreement with the landlord.
- c. an oral rental agreement with a person other than the landlord.
- d. a written rental agreement with a person other than the landlord.
- e. other (explain):

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

~~WARNING: Perjury is a felony punishable by imprisonment in the state prison.~~

Date:

.....  _____
 (TYPE OR PRINT NAME) (SIGNATURE OF CLAIMANT)

~~NOTICE: If you file this claim to possession, the unlawful detainer action against you will be determined at trial. At trial, you may be found liable for rent, costs, and, in some cases, treble damages.~~

NOTICE TO OCCUPANTS

~~YOU MUST ACT AT ONCE IF ALL THE FOLLOWING ARE TRUE:~~

- ~~(1) You are not named in the accompanying Summons and Complaint.~~
- ~~(2) You occupied the premises on or before the date the unlawful detainer (eviction) complaint was filed.~~
- ~~(3) You still occupy the premises.~~

~~You can complete and SUBMIT THIS CLAIM FORM within 10 days from the date of service (on the form) at the court where the unlawful detainer (eviction) complaint was filed.~~

~~— If you do not complete and submit this form (and pay a filing fee or file the form for proceeding in forma pauperis if you cannot pay the fee), YOU WILL BE EVICTED.~~

~~— After this form is properly filed, you will be added as a defendant in the unlawful detainer (eviction) action and your right to occupy the premises will be decided by the court. If you do not file this claim, you will be evicted without a hearing.~~

1 *SEC. 6. Section 415.46 of the Code of Civil Procedure is*
2 *amended to read:*

3 415.46. (a) In addition to the service of a summons and
4 complaint in an action for unlawful detainer upon a tenant and
5 subtenant, if any, as prescribed by this article, a prejudgment claim
6 of right to possession may also be served on any person who
7 appears to be or who may claim to have occupied the premises at
8 the time of the filing of the action. Service upon occupants shall
9 be made pursuant to subdivision (c) by serving a copy of a
10 prejudgment claim of right to possession, as specified in
11 subdivision (f), attached to a copy of the summons and complaint
12 at the same time service is made upon the tenant and subtenant, if
13 any.

14 (b) Service of the prejudgment claim of right to possession in
15 this manner shall be effected by a marshal, sheriff, or registered
16 process server.

17 (c) (1) When serving the summons and complaint upon a tenant
18 and subtenant, if any, the marshal, sheriff, or registered process
19 server shall make a reasonably diligent effort to ascertain whether
20 there are other adult occupants of the premises who are not named
21 in the summons and complaint by inquiring of the person or
22 persons who are being personally served, or any person of suitable
23 age and discretion who appears to reside upon the premises,
24 whether there are other occupants of the premises.

25 (2) If the identity of such an occupant is disclosed to the officer
26 or process server and the occupant is present at the premises, the
27 officer or process server shall serve that occupant with a copy of
28 the prejudgment claim of right to possession attached to a copy of
29 the summons and complaint. If personal service cannot be made
30 upon that occupant at that time, service may be effected by leaving
31 a copy of a prejudgment claim of right to possession attached to
32 a copy of the summons and complaint addressed to that occupant
33 with a person of suitable age and discretion at the premises, affixing
34 the same so that it is not readily removable in a conspicuous place
35 on the premises in a manner most likely to give actual notice to
36 that occupant, and sending the same addressed to that occupant
37 by first-class mail.

38 (3) In addition to the service on an identified occupant, or if no
39 occupant is disclosed to the officer or process server, or if
40 substituted service is made upon the tenant and subtenant, if any,

1 the officer or process server shall serve a prejudgment claim of
2 right to possession for all other persons who may claim to occupy
3 the premises at the time of the filing of the action by leaving a
4 copy of a prejudgment claim of right to possession attached to a
5 copy of the summons and complaint at the premises at the same
6 time service is made upon the tenant and subtenant, if any, affixing
7 the same so that it is not readily removable in a conspicuous place
8 on the premises so that it is likely to give actual notice to an
9 occupant, and sending the same addressed to “all occupants in care
10 of the named tenant” to the premises by first-class mail.

11 (4) The person serving process shall state the date of service on
12 the prejudgment claim of right to possession form. However, the
13 absence of the date of service on the prejudgment claim of right
14 to possession does not invalidate the claim.

15 (d) Proof of service under this section shall be filed with the
16 court and shall include a statement that service was made pursuant
17 to this section. Service on occupants in accordance with this section
18 shall not alter or affect service upon the tenant or subtenant, if any.

19 (e) (1) If an owner or his or her agent has directed and obtained
20 service of a prejudgment claim of right to possession in accordance
21 with this section, no occupant of the premises, whether or not that
22 occupant is named in the judgment for possession, may object to
23 the enforcement of that judgment as prescribed in Section 1174.3.

24 (2) In any action for unlawful detainer resulting from a
25 foreclosure sale of a rental housing unit pursuant to Section 1161a,
26 paragraph (1) shall not limit the right of any tenant or subtenant
27 of the property to file a prejudgment claim of right of possession
28 pursuant to subdivision (a) of Section 1174.25 at any time before
29 judgment, or to object to enforcement of a judgment for possession
30 as prescribed in Section 1174.3, ~~whether or not~~ *regardless of*
31 *whether* the tenant or subtenant was served with a prejudgment
32 claim of right to possession.

33 (f) The prejudgment claim of right to possession shall be made
34 on the following form:

NOTICE

EVERYONE WHO LIVES IN THIS RENTAL UNIT MAY BE EVICTED BY COURT ORDER. READ THIS FORM IF YOU LIVE HERE AND YOUR NAME IS NOT ON THE ATTACHED SUMMONS AND COMPLAINT.

If (1) ~~If you live here and you do not complete and submit this form within 10 days of the date of service shown on this form,~~ you will be evicted without further hearing by the court along with the persons named in the summons and complaint.

(2) *You must file this form within 10 days of the date of service listed in the box on the right hand side of this form.*

- **Exception:** If you are a tenant being evicted after your landlord lost the property to foreclosure, the 10-day deadline does not apply to you and you may file this form at any time before judgment is entered.

If (3) *If you file this form, your claim will be determined in the eviction action against the persons named in the complaint.*

If (4) *If you do not file this form, you will be evicted without further hearing.*

(5) *If you are a tenant being evicted due to foreclosure, you have additional rights and should seek legal advice immediately.*

CLAIMANT OR CLAIMANT'S ATTORNEY (Name and Address):	TELEPHONE NO.	FOR COURT USE ONLY
ATTORNEY FOR (Name):		
NAME OF COURT: STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:		
PLAINTIFF: DEFENDANT:		
PREJUDGMENT CLAIM OF RIGHT TO POSSESSION		
		CASE NUMBER:

DATE OF SERVICE: (Date that form is served or delivered, posted and mailed by the officer or process server)

<p>Complete this form only if ALL of these statements are true:</p> <ol style="list-style-type: none"> 1. You are NOT named in the accompanying Summons and Complaint. 2. You occupied the subject premises on or before the date the unlawful detainer (eviction) complaint was filed. (The date is in the accompanying Summons and Complaint.) 3. You still occupy the subject premises.

I DECLARE THE FOLLOWING UNDER PENALTY OF PERJURY:

1. My name is (specify):
2. I reside at (street address, unit no., city and ZIP code):
3. The address of “the premises” subject to this claim is (address):
4. On (insert date): , the landlord or the landlord’s authorized agent filed a complaint to recover possession of the premises. (This date is in the accompanying Summons and Complaint.)
5. I occupied the premises on the date the complaint was filed (the date in item 4). I have continued to occupy the premises ever since.
6. I was at least 18 years of age on the date the complaint was filed (the date in item 4).
7. I claim a right to possession of the premises because I occupied the premises on the date the complaint was filed (the date in item 4).
8. I was not named in the Summons and Complaint.
9. I understand that if I make this claim of possession, I will be added as a defendant to the unlawful detainer (eviction) action.
10. (Filing fee) I understand that I must go to the court and pay a filing fee of \$ _____ or file with the court “Application for Waiver of Court Fees and Costs.” I understand that if I don’t pay the filing fee or file the form for waiver of court fees within 10 days from the date of service on the form (excluding court holidays), I will not be entitled to make a claim of right to possession. ~~I also understand that I will have 5 days (excluding court holidays) to file a response to the Summons and Complaint after I file this claim of possession.~~
11. *If my landlord lost this property to foreclosure, I understand that I can file this form at any time before judgment is entered, and that I have additional rights and should seek legal advice.*
12. *I understand that I will have five days (excluding court holidays) to file a response to the Summons and Complaint after I file this Prejudgment Claim of Right to Possession form.*

NOTICE: If you fail to file this claim, you ~~will~~ *may* be evicted without further hearing.

11. Rental agreement. I have (check all that apply to you):
- a. an oral *or written* rental agreement with the landlord.
 - b. ~~a written rental agreement with the landlord.~~
 - e. (b) an oral *or written* rental agreement with a person other than the landlord.
 - d. ~~a written rental agreement with a person other than the landlord.~~
 - c. An oral *or written* rental agreement with the former owner who lost the property to foreclosure.
 - e. (d) other (explain):

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

WARNING: Perjury is a felony punishable by imprisonment in the state prison.

Date:

.....  _____
 (TYPE OR PRINT NAME) (SIGNATURE OF CLAIMANT)

NOTICE: If you file this claim to possession, the unlawful detainer action against you will be determined at trial. At trial, you may be found liable for rent, costs, and, in some cases, treble damages.

NOTICE TO OCCUPANTS

YOU MUST ACT AT ONCE IF ALL THE FOLLOWING ARE TRUE:

- (1) You are not named in the accompanying Summons and Complaint.
- (2) You occupied the premises on or before the date the unlawful detainer (eviction) complaint was filed.
- (3) You still occupy the premises.

You can complete and SUBMIT THIS CLAIM FORM within 10 days from the date of service (on the form) at the court where the unlawful detainer (eviction) complaint was filed. *If you are a tenant and your landlord lost the property you occupy through foreclosure, this 10 day deadline does not apply to you. You may file this form at any time before judgment is entered. You should seek legal advice immediately.*

If you do not complete and submit this form (and pay a filing fee or file ~~the form for proceeding in forma pauperis~~ a fee waiver form if you cannot pay the fee), YOU WILL BE EVICTED.

After this form is properly filed, you will be added as a defendant in the unlawful detainer (eviction) action and your right to occupy the premises will be decided by the court. If you do not file this claim, you ~~will~~ *may* be evicted without a hearing.

1 SEC. 7. Section 1174.25 of the Code of Civil Procedure is
 2 amended to read:

3 1174.25. (a) (1) Except as provided in paragraph (2), an
 4 occupant who is served with a prejudgment claim of right to
 5 possession in accordance with Section 415.46 may file a claim as
 6 prescribed in Section 415.46, with the court within 10 days of the
 7 date of service of the prejudgment claim ~~to if right of to~~ possession
 8 as shown on the return of service, which period shall include
 9 Saturday and Sunday but excluding all other judicial holidays. If
 10 the last day for filing the claim falls on a Saturday or Sunday, the
 11 filing period shall be extended to and including the next court day.
 12 Filing the prejudgment claim of right to possession shall constitute
 13 a general appearance for which a fee shall be collected as provided
 14 in Section 70614 of the Government Code. Section 68511.3 of the
 15 Government Code applies to the prejudgment claim of right to
 16 possession.

17 (2) In an action as described in paragraph (2) of subdivision (e)
 18 of Section 415.46, an occupant may file a prejudgment claim of
 19 right to possession at any time before judgment is entered.

20 (b) At the time of filing, the claimant shall be added as a
 21 defendant in the action for unlawful detainer and the clerk shall
 22 notify the plaintiff that the claimant has been added as a defendant
 23 in the action by mailing a copy of the claim filed with the court to
 24 the plaintiff with a notation so indicating. The claimant shall
 25 answer or otherwise respond to the summons and complaint within
 26 five days, including Saturdays and Sundays, but excluding all other
 27 judicial holidays, after filing the prejudgment claim of possession.
 28 Thereafter, the name of the claimant shall be added to any pleading,
 29 filing or form filed in the action for unlawful detainer.

30 ~~SEC. 8. Section 1174.3 of the Code of Civil Procedure is~~
 31 ~~amended to read:~~

32 ~~1174.3. (a) (1) Except as provided in paragraph (2), unless a~~
 33 ~~prejudgment claim of right to possession has been served upon~~
 34 ~~occupants in accordance with Section 415.46, any occupant not~~
 35 ~~named in the judgment for possession who occupied the premises~~
 36 ~~on the date of the filing of the action may object to enforcement~~
 37 ~~of the judgment against that occupant by filing a claim of right to~~
 38 ~~possession as prescribed in this section. A claim of right to~~
 39 ~~possession may be filed at any time after service or posting of the~~
 40 ~~writ of possession pursuant to subdivision (a) or (b) of Section~~

1 715.020, up to and including the time at which the levying officer
2 returns to effect the eviction of those named in the judgment of
3 possession. Filing the claim of right to possession shall constitute
4 a general appearance for which a fee shall be collected as provided
5 in Section 70614 of the Government Code. Section 68511.3 of the
6 Government Code applies to the claim of right to possession. An
7 occupant or tenant who is named in the action shall not be required
8 to file a claim of right to possession to protect that occupant's right
9 to possession of the premises.

10 (2) In an action as described in paragraph (2) of subdivision (c)
11 of Section 415.46, an occupant may file a claim of right to
12 possession at any time before judgment is entered, without regard
13 to whether a prejudgment claim of right to possession has been
14 served upon the occupant.

15 (b) The court issuing the writ of possession of real property
16 shall set a date or dates when the court will hold a hearing to
17 determine the validity of objections to enforcement of the judgment
18 specified in subdivision (a). An occupant of the real property for
19 which the writ is issued may make an objection to eviction to the
20 levying officer at the office of the levying officer or at the premises
21 at the time of the eviction.

22 If a claim of right to possession is completed and presented to
23 the sheriff, marshal, or other levying officer, the officer shall
24 forthwith (1) stop the eviction of occupants at the premises, and
25 (2) provide a receipt or copy of the completed claim of right of
26 possession to the claimant indicating the date and time the
27 completed form was received, and (3) deliver the original
28 completed claim of right to possession to the court issuing the writ
29 of possession of real property.

30 (c) A claim of right to possession is effected by any of the
31 following:

32 (1) Presenting a completed claim form in person with
33 identification to the sheriff, marshal, or other levying officer as
34 prescribed in this section, and delivering to the court within two
35 court days after its presentation, an amount equal to 15 days' rent
36 together with the appropriate fee or form for proceeding in forma
37 pauperis. Upon receipt of a claim of right to possession, the sheriff,
38 marshal, or other levying officer shall indicate thereon the date
39 and time of its receipt and forthwith deliver the original to the
40 issuing court and a receipt or copy of the claim to the claimant and

1 notify the plaintiff of that fact. Immediately upon receipt of an
2 amount equal to 15 days' rent and the appropriate fee or form for
3 proceeding in forma pauperis, the court shall file the claim of right
4 to possession and serve an endorsed copy with the notice of the
5 hearing date on the plaintiff and the claimant by first-class mail.
6 The court issuing the writ of possession shall set and hold a hearing
7 on the claim not less than five nor more than 15 days after the
8 claim is filed with the court.

9 (2) Presenting a completed claim form in person with
10 identification to the sheriff, marshal, or other levying officer as
11 prescribed in this section, and delivering to the court within two
12 court days after its presentation, the appropriate fee or form for
13 proceeding in forma pauperis without delivering the amount
14 equivalent to 15 days' rent. In this case, the court shall immediately
15 set a hearing on the claim to be held on the fifth day after the filing
16 is completed. The court shall notify the claimant of the hearing
17 date at the time the claimant completes the filing by delivering to
18 the court the appropriate fee or form for proceeding in forma
19 pauperis, and shall notify the plaintiff of the hearing date by
20 first-class mail. Upon receipt of a claim of right to possession, the
21 sheriff, marshal, or other levying officer shall indicate thereon the
22 date and time of its receipt and forthwith deliver the original to
23 the issuing court and a receipt or copy of the claim to the claimant
24 and notify the plaintiff of that fact.

25 (d) At the hearing, the court shall determine whether there is a
26 valid claim of possession by the claimant who filed the claim, and
27 the court shall consider all evidence produced at the hearing,
28 including, but not limited to, the information set forth in the claim.
29 The court may determine the claim to be valid or invalid based
30 upon the evidence presented at the hearing. The court shall
31 determine the claim to be invalid if the court determines that the
32 claimant is an invitee, licensee, guest, or trespasser. If the court
33 determines the claim is invalid, the court shall order the return to
34 the claimant of the amount of the 15 days' rent paid by the
35 claimant, if that amount was paid pursuant to paragraph (1) or (3)
36 of subdivision (c), less a pro rata amount for each day that
37 enforcement of the judgment was delayed by reason of making
38 the claim of right to possession, which pro rata amount shall be
39 paid to the landlord. If the court determines the claim is valid, the

1 amount equal to 15 days' rent paid by the claimant shall be returned
2 immediately to the claimant.

3 (e) If, upon hearing, the court determines that the claim is valid,
4 then the court shall order further proceedings as follows:

5 (1) If the unlawful detainer is based upon a curable breach, and
6 the claimant was not previously served with a proper notice, if any
7 notice is required, then the required notice may at the plaintiff's
8 discretion be served on the claimant at the hearing or thereafter.

9 If the claimant does not cure the breach within the required time,
10 then a supplemental complaint may be filed and served on the
11 claimant as defendant if the plaintiff proceeds against the claimant
12 in the same action. For the purposes of this section only, service
13 of the required notice, if any notice is required, and of the
14 supplemental complaint may be made by first-class mail addressed
15 to the claimant at the subject premises or upon his or her attorney
16 of record and, in either case, Section 1013 shall otherwise apply.
17 Further proceedings on the merits of the claimant's continued right
18 to possession after service of the Summons and Supplemental
19 Complaint as prescribed by this subdivision shall be conducted
20 pursuant to this chapter.

21 (2) In all other cases, the court shall deem the unlawful detainer
22 Summons and Complaint to be amended on their faces to include
23 the claimant as defendant, service of the Summons and Complaint,
24 as thus amended, may at the plaintiff's discretion be made at the
25 hearing or thereafter, and the claimant thus named and served as
26 a defendant in the action shall answer or otherwise respond within
27 five days thereafter.

28 (f) If a claim is made without delivery to the court of the
29 appropriate filing fee or a form for proceeding in forma pauperis,
30 as prescribed in this section, the claim shall be immediately deemed
31 denied and the court shall so order. Upon the denial of the claim,
32 the court shall immediately deliver an endorsed copy of the order
33 to the levying officer and shall serve an endorsed copy of the order
34 on the plaintiff and claimant by first-class mail.

35 (g) If the claim of right to possession is denied pursuant to
36 subdivision (f), or if the claimant fails to appear at the hearing or,
37 upon hearing, if the court determines that there are no valid claims,
38 or if the claimant does not prevail at a trial on the merits of the
39 unlawful detainer action, the court shall order the levying officer
40 to proceed with enforcement of the original writ of possession of

1 ~~real property as deemed amended to include the claimant, which~~
2 ~~shall be effected within a reasonable time not to exceed five days.~~
3 ~~Upon receipt of the court's order, the levying officer shall enforce~~
4 ~~the writ of possession of real property against any occupant or~~
5 ~~occupants.~~
6 ~~(h) The claim of right to possession shall be made on the~~
7 ~~following form:~~

CLAIMANT OR CLAIMANT'S ATTORNEY (Name and Address):	TELEPHONE NO.:	FOR COURT USE ONLY
ATTORNEY FOR (Name):		
NAME OF COURT: — STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:		
PLAINTIFF: DEFENDANT:		
CLAIM OF RIGHT TO POSSESSION AND NOTICE OF HEARING		CASE NUMBER:

(For levying officer use only)
Completed form was received on
Date: _____ Time: _____
By: _____

Complete this form only if ALL of these statements are true:

1. You are NOT named in the accompanying form called Writ of Possession.
2. You occupied the premises on or before the date the unlawful detainer — (eviction) action was filed.
— (The date is in the accompanying Writ of Possession.)
3. You still occupy the premises.

I DECLARE THE FOLLOWING UNDER PENALTY OF PERJURY:

- 1. My name is (specify):
- 2. I reside at (street address, unit no., city and ZIP Code):
- 3. The address of “the premises” subject to this claim is (address):
- 4. On (insert date): , the landlord or the landlord's
— authorized agent filed a complaint to recover possession of the premises.
— (This date is in the accompanying Writ of Possession.)
- 5. I occupied the premises on the date the complaint was filed (the date in
— item 4). I have continued to occupy the premises ever since.
- 6. I was at least 18 years of age on the date the complaint was filed (the date in
— item 4).
- 7. I claim a right to possession of the premises because I occupied the
— premises on the date the complaint was filed (the date in item 4).

CLAIM OF RIGHT TO POSSESSION AND NOTICE OF HEARING

- ~~8. I was not named in the Writ of Possession.~~
- ~~9. I understand that if I make this claim of possession, a court hearing will be held to decide whether my claim will be granted.~~
- ~~10. (Filing fee) To obtain a court hearing on my claim, I understand that after I present this form to the levying officer I must go to the court and pay a filing fee of \$ _____ or file with the court "Application for Waiver of Court Fees and Costs." I understand that if I don't pay the filing fee or file the form for waiver of court fees within 2 court days, the court will immediately deny my claim.~~
- ~~11. (Immediate court hearing unless you deposit 15 days' rent) To obtain a court hearing on my claim, I understand I must also present a copy of this completed complaint form or a receipt from the levying officer. I also understand the date of my hearing will be set immediately if I do not deliver to the court an amount equal to 15 days' rent.~~

I am filing my claim in the following manner (check the box that shows how you are filing your claim. Note that you must deliver to the court a copy of the claim form or a levying officer's receipt):

- a. I presented this claim form to the sheriff, marshal, or other levying officer, and within two court days I shall deliver to the court the following: (1) a copy of this completed claim form or a receipt, (2) the court filing fee or form for proceeding in forma pauperis, and (3) an amount equal to 15 days' rent; or
- b. I presented this claim form to the sheriff, marshal, or other levying officer, and within two court days I shall deliver to the court (1) a copy of this completed claim form or a receipt, and (2) the court filing fee or form for proceeding in forma pauperis.

IMPORTANT: Do not take a copy of this claim form to the court unless you have first given the form to the sheriff, marshal, or other levying officer.

(To be completed by the court.)			
Date of Hearing:	Time:	Dept. or Div.:	Room:
Address of court:			

<p>NOTICE: If you fail to appear at this hearing you will be evicted without further hearing.</p>

12. Rental agreement. I have (check all that apply to you):

- a. an oral rental agreement with the landlord.
- b. a written rental agreement with the landlord.
- c. an oral rental agreement with a person other than the landlord.
- d. a written rental agreement with a person other than the landlord.
- e. other (explain):

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

WARNING: Perjury is a felony punishable by imprisonment in the state prison.

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF CLAIMANT)

NOTICE: If your claim to possession is found to be valid, the unlawful detainer action against you will be determined at trial. At trial, you may be found liable for rent, costs, and, in some cases, treble damages.

NOTICE TO OCCUPANTS

YOU MUST ACT AT ONCE IF ALL THE FOLLOWING ARE TRUE:

- (1) You are not named, in the accompanying form called Writ of Possession;
- (2) You occupied the premises on or before the date the unlawful detainer (eviction) action was filed; and
- (3) You still occupy the premises.

You can complete and SUBMIT THIS CLAIM FORM

- (1) Before the date of eviction at the sheriff's or marshal's office located at: (address)
- (2) OR at the premises at the time of the eviction. (Give this form to the officer who comes to evict you.)

—If you do not complete and submit this form (and pay a filing fee or file the form for proceeding in forma pauperis if you cannot pay the fee), YOU WILL BE EVICTED along with the parties named in the writ.

—After this form is properly filed, A HEARING WILL BE HELD to decide your claim. If you do not appear at the hearing, you will be evicted without further hearing.

CLAIM OF RIGHT TO POSSESSION AND NOTICE OF HEARING

1 *SEC. 8. Section 1174.3 of the Code of Civil Procedure is*
2 *amended to read:*

3 1174.3. (a) ~~Unless~~ *(1) Except as provided in paragraph (2),*
4 *unless* a prejudgment claim of right to possession has been served
5 upon occupants in accordance with Section 415.46, any occupant
6 not named in the judgment for possession who occupied the
7 premises on the date of the filing of the action may object to
8 enforcement of the judgment against that occupant by filing a claim
9 of right to possession as prescribed in this section. A claim of right
10 to possession may be filed at any time after service or posting of
11 the writ of possession pursuant to subdivision (a) or (b) of Section
12 715.020, up to and including the time at which the levying officer
13 returns to effect the eviction of those named in the judgment of
14 possession. Filing the claim of right to possession shall constitute
15 a general appearance for which a fee shall be collected as provided
16 in Section 70614 of the Government Code. Section 68511.3 of the
17 Government Code applies to the claim of right to possession. An
18 occupant or tenant who is named in the action shall not be required
19 to file a claim of right to possession to protect that occupant's right
20 to possession of the premises.

21 *(2) In an action as described in paragraph (2) of subdivision*
22 *(e) of Section 415.46, an occupant may file a claim of right to*
23 *possession up to and including the time at which the levying officer*
24 *returns to effect the eviction of those named in the judgment of*
25 *possession, without regard to whether a prejudgment claim of*
26 *right to possession has been served upon the occupant.*

27 (b) The court issuing the writ of possession of real property
28 shall set a date or dates when the court will hold a hearing to
29 determine the validity of objections to enforcement of the judgment
30 specified in subdivision (a). An occupant of the real property for
31 which the writ is issued may make an objection to eviction to the
32 levying officer at the office of the levying officer or at the premises
33 at the time of the eviction.

34 If a claim of right to possession is completed and presented to
35 the sheriff, marshal, or other levying officer, the officer shall
36 forthwith (1) stop the eviction of occupants at the premises, and
37 (2) provide a receipt or copy of the completed claim of right of
38 possession to the claimant indicating the date and time the
39 completed form was received, and (3) deliver the original

1 completed claim of right to possession to the court issuing the writ
2 of possession of real property.

3 (c) A claim of right to possession is effected by any of the
4 following:

5 (1) Presenting a completed claim form in person with
6 identification to the sheriff, marshal, or other levying officer as
7 prescribed in this section, and delivering to the court within two
8 court days after its presentation, an amount equal to 15 days' rent
9 together with the appropriate fee or form for proceeding in forma
10 pauperis. Upon receipt of a claim of right to possession, the sheriff,
11 marshal, or other levying officer shall indicate thereon the date
12 and time of its receipt and forthwith deliver the original to the
13 issuing court and a receipt or copy of the claim to the claimant and
14 notify the plaintiff of that fact. Immediately upon receipt of an
15 amount equal to 15 days' rent and the appropriate fee or form for
16 proceeding in forma pauperis, the court shall file the claim of right
17 to possession and serve an endorsed copy with the notice of the
18 hearing date on the plaintiff and the claimant by first-class mail.
19 The court issuing the writ of possession shall set and hold a hearing
20 on the claim not less than five nor more than 15 days after the
21 claim is filed with the court.

22 (2) Presenting a completed claim form in person with
23 identification to the sheriff, marshal, or other levying officer as
24 prescribed in this section, and delivering to the court within two
25 court days after its presentation, the appropriate fee or form for
26 proceeding in forma pauperis without delivering the amount
27 equivalent to 15 days' rent. In this case, the court shall immediately
28 set a hearing on the claim to be held on the fifth day after the filing
29 is completed. The court shall notify the claimant of the hearing
30 date at the time the claimant completes the filing by delivering to
31 the court the appropriate fee or form for proceeding in forma
32 pauperis, and shall notify the plaintiff of the hearing date by
33 first-class mail. Upon receipt of a claim of right to possession, the
34 sheriff, marshal, or other levying officer shall indicate thereon the
35 date and time of its receipt and forthwith deliver the original to
36 the issuing court and a receipt or copy of the claim to the claimant
37 and notify the plaintiff of that fact.

38 (d) At the hearing, the court shall determine whether there is a
39 valid claim of possession by the claimant who filed the claim, and
40 the court shall consider all evidence produced at the hearing,

1 including, but not limited to, the information set forth in the claim.
2 The court may determine the claim to be valid or invalid based
3 upon the evidence presented at the hearing. The court shall
4 determine the claim to be invalid if the court determines that the
5 claimant is an invitee, licensee, guest, or trespasser. If the court
6 determines the claim is invalid, the court shall order the return to
7 the claimant of the amount of the 15 days' rent paid by the
8 claimant, if that amount was paid pursuant to paragraph (1) or (3)
9 of subdivision (c), less a pro rata amount for each day that
10 enforcement of the judgment was delayed by reason of making
11 the claim of right to possession, which pro rata amount shall be
12 paid to the landlord. If the court determines the claim is valid, the
13 amount equal to 15 days' rent paid by the claimant shall be returned
14 immediately to the claimant.

15 (e) If, upon hearing, the court determines that the claim is valid,
16 then the court shall order further proceedings as follows:

17 (1) If the unlawful detainer is based upon a curable breach, and
18 the claimant was not previously served with a proper notice, if any
19 notice is required, then the required notice may at the plaintiff's
20 discretion be served on the claimant at the hearing or thereafter.
21 If the claimant does not cure the breach within the required time,
22 then a supplemental complaint may be filed and served on the
23 claimant as defendant if the plaintiff proceeds against the claimant
24 in the same action. For the purposes of this section only, service
25 of the required notice, if any notice is required, and of the
26 supplemental complaint may be made by first-class mail addressed
27 to the claimant at the subject premises or upon his or her attorney
28 of record and, in either case, Section 1013 shall otherwise apply.
29 Further proceedings on the merits of the claimant's continued right
30 to possession after service of the Summons and Supplemental
31 Complaint as prescribed by this subdivision shall be conducted
32 pursuant to this chapter.

33 (2) In all other cases, the court shall deem the unlawful detainer
34 Summons and Complaint to be amended on their faces to include
35 the claimant as defendant, service of the Summons and Complaint,
36 as thus amended, may at the plaintiff's discretion be made at the
37 hearing or thereafter, and the claimant thus named and served as
38 a defendant in the action shall answer or otherwise respond within
39 five days thereafter.

1 (f) If a claim is made without delivery to the court of the
2 appropriate filing fee or a form for proceeding in forma pauperis,
3 as prescribed in this section, the claim shall be immediately deemed
4 denied and the court shall so order. Upon the denial of the claim,
5 the court shall immediately deliver an endorsed copy of the order
6 to the levying officer and shall serve an endorsed copy of the order
7 on the plaintiff and claimant by first-class mail.

8 (g) If the claim of right to possession is denied pursuant to
9 subdivision (f), or if the claimant fails to appear at the hearing or,
10 upon hearing, if the court determines that there are no valid claims,
11 or if the claimant does not prevail at a trial on the merits of the
12 unlawful detainer action, the court shall order the levying officer
13 to proceed with enforcement of the original writ of possession of
14 real property as deemed amended to include the claimant, which
15 shall be effected within a reasonable time not to exceed five days.
16 Upon receipt of the court's order, the levying officer shall enforce
17 the writ of possession of real property against any occupant or
18 occupants.

19 (h) The claim of right to possession shall be made on the
20 following form:

CLAIMANT OR CLAIMANT'S ATTORNEY (Name and Address):	TELEPHONE NO.	FOR COURT USE ONLY
ATTORNEY FOR (Name):		
NAME OF COURT: STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:		
PLAINTIFF: DEFENDANT:		
CLAIM OF RIGHT TO POSSESSION AND NOTICE OF HEARING		CASE NUMBER:

(For levying officer use only)
Completed form was received on
Date: _____ Time: _____
By: _____

Complete this form only if ALL of these statements are true:

1. You are NOT named in the accompanying form called Writ of Possession.
2. You occupied the premises on or before the date the unlawful detainer (eviction) action was filed.
(The date is in the accompanying Writ of Possession.)
3. You still occupy the premises.
4. A *Prejudgment Claim of Right to Possession* form was NOT served with the *Summons and Complaint* OR this eviction results from a foreclosure.

NOTICE: If you are being evicted because of foreclosure, you have additional rights and should seek legal assistance immediately.

I DECLARE THE FOLLOWING UNDER PENALTY OF PERJURY:

1. My name is (specify):
2. I reside at (street address, unit no., city and ZIP Code):
3. The address of "the premises" subject to this claim is (address):
Check here *if this property was foreclosed on*
4. On (insert date): _____, the *owner*, landlord, or the landlord's authorized agent filed a complaint to recover possession of the premises.
(This date is in the accompanying Writ of Possession.)
5. I occupied the premises on the date the complaint was filed (the date in item 4). I have continued to occupy the premises ever since.
6. I was at least 18 years of age on the date the complaint was filed (the date in item 4).

CLAIM OF RIGHT TO POSSESSION AND NOTICE OF HEARING

- 7. I claim a right to possession of the premises because I occupied the premises on the date the complaint was filed (the date in item 4).
- 8. I was not named in the Writ of Possession.
- 9. I understand that if I make this claim of possession, a court hearing will be held to decide whether my claim will be granted.
- 10. (Filing fee) To obtain a court hearing on my claim, I understand that after I present this form to the levying officer I must go to the court and pay a filing fee of \$ _____ or file with the court “Application for Waiver of Court Fees and Costs.” I understand that if I don’t pay the filing fee or file the form for waiver of court fees within 2 court days, the court will immediately deny my claim.
- 11. (Immediate court hearing unless you deposit 15 days’ rent) To obtain a court hearing on my claim, I understand I must also present a copy of this completed complaint form or a receipt from the levying officer. I also understand the date of my hearing will be set immediately if I do not deliver to the court an amount equal to 15 days’ rent.
- 12. I am filing my claim in the following manner (check the box that shows how you are filing your claim. Note that you must deliver to the court a copy of the claim form or a levying officer’s receipt):
 - a. I presented this claim form to the sheriff, marshal, or other levying officer, and within two court days I shall deliver to the court the following: (1) a copy of this completed claim form or a receipt, (2) the court filing fee or form for proceeding in forma pauperis, and (3) an amount equal to 15 days’ rent; or
 - b. I presented this claim form to the sheriff, marshal, or other levying officer, and within two court days I shall deliver to the court (1) a copy of this completed claim form or a receipt, and (2) the court filing fee or form for proceeding in forma pauperis.

IMPORTANT: Do not take a copy of this claim form to the court unless you have first given the form to the sheriff, marshal, or other levying officer.

(To be completed by the court.)			
Date of Hearing:	Time:	Dept. or Div.:	Room:
Address of court:			

NOTICE: If you fail to appear at this hearing you will be evicted without further hearing.

1 SEC. 9. Section 1501.5 of the Code of Civil Procedure is
2 amended to read:

3 1501.5. (a) Notwithstanding any provision of law to the
4 contrary, property received by the state under this chapter shall
5 not permanently escheat to the state.

6 (b) The Legislature finds and declares that this section is
7 declaratory of the existing law and sets forth the intent of the
8 Legislature regarding the Uniform Disposition of Unclaimed
9 Property Act (Chapter 1809, Statutes of 1959) and all amendments
10 thereto and revisions thereof. Any opinions, rulings, orders,
11 judgments, or other statements to the contrary by any court are
12 erroneous and inconsistent with the intent of the Legislature.

13 (c) It is the intent of the Legislature that property owners be
14 reunited with their property. In making changes to the unclaimed
15 property program, the Legislature intends to adopt a more
16 expansive notification program that will provide all of the
17 following:

18 (1) Notification by the state to all owners of unclaimed property
19 prior to escheatment.

20 (2) A more expansive postescheatment policy that takes action
21 to identify those owners of unclaimed property.

22 (3) A waiting period of not less than seven years from delivery
23 of property to the state prior to disposal of any unclaimed property
24 deemed to have no commercial value.

25 SEC. 10. Section 1571 of the Code of Civil Procedure is
26 amended to read:

27 1571. (a) The Controller may at reasonable times and upon
28 reasonable notice examine the records of any person if the
29 Controller has reason to believe that the person is a holder who
30 has failed to report property that should have been reported
31 pursuant to this chapter.

32 (b) When requested by the Controller, the examination shall be
33 conducted by any licensing or regulating agency otherwise
34 empowered by the laws of this state to examine the records of the
35 holder. For the purpose of determining compliance with this
36 chapter, the Commissioner of Business Oversight is vested with
37 full authority to examine the records of any banking organization
38 and any savings association doing business within this state but
39 not organized under the laws of or created in this state.

1 (c) Following a public hearing, the Controller shall adopt
2 guidelines as to the policies and procedures governing the activity
3 of third-party auditors who are hired by the Controller.

4 (d) Following a public hearing, the Controller shall adopt
5 guidelines, on or before July 1, 1999, establishing forms, policies,
6 and procedures to enable a person to dispute or appeal the results
7 of any record examination conducted pursuant to this section.

8 SEC. 11. Section 1987 of the Code of Civil Procedure is
9 amended to read:

10 1987. (a) Except as provided in Sections 68097.1 to 68097.8,
11 inclusive, of the Government Code, the service of a subpoena is
12 made by delivering a copy, or a ticket containing its substance, to
13 the witness personally, giving or offering to the witness at the same
14 time, if demanded by him or her, the fees to which he or she is
15 entitled for travel to and from the place designated, and one day's
16 attendance there. The service shall be made so as to allow the
17 witness a reasonable time for preparation and travel to the place
18 of attendance. The service may be made by any person. If service
19 is to be made on a minor, service shall be made on the minor's
20 parent, guardian, conservator, or similar fiduciary, or if one of
21 those persons cannot be located with reasonable diligence, service
22 shall be made on any person having the care or control of the minor
23 or with whom the minor resides or by whom the minor is
24 employed, and on the minor if the minor is 12 years of age or older.
25 If the minor is alleged to come within the description of Section
26 300, 601, or 602 of the Welfare and Institutions Code and the
27 minor is not in the custody of a parent or guardian, regardless of
28 the age of the minor, service also shall be made upon the designated
29 agent for service of process at the county child welfare department
30 or the probation department under whose jurisdiction the minor
31 has been placed.

32 (b) In the case of the production of a party to the record of any
33 civil action or proceeding or of a person for whose immediate
34 benefit an action or proceeding is prosecuted or defended or of
35 anyone who is an officer, director, managing agent, or employee
36 of any such party or person, the service of a subpoena upon any
37 such witness is not required if written notice requesting the witness
38 to attend before a court, or at a trial of an issue therein, with the
39 time and place thereof, is served upon the attorney of that party or
40 person. The notice shall be served at least 10 days before the time

1 required for attendance unless the court prescribes a shorter time.
2 If entitled thereto, the witness, upon demand, shall be paid witness
3 fees and mileage before being required to testify. The giving of
4 the notice shall have the same effect as service of a subpoena on
5 the witness, and the parties shall have those rights and the court
6 may make those orders, including the imposition of sanctions, as
7 in the case of a subpoena for attendance before the court.

8 (c) (1) If the notice specified in subdivision (b) is served at
9 least 20 days before the time required for attendance, or within
10 any shorter period of time as the court may order, it may include
11 a request that the party or person bring with him or her books,
12 documents, electronically stored information, or other things. The
13 notice shall state the exact materials or things desired and that the
14 party or person has them in his or her possession or under his or
15 her control. Within five days thereafter, or any other time period
16 as the court may allow, the party or person of whom the request
17 is made may serve written objections to the request or any part
18 thereof, with a statement of grounds. Thereafter, upon noticed
19 motion of the requesting party, accompanied by a showing of good
20 cause and of materiality of the items to the issues, the court may
21 order production of items to which objection was made, unless the
22 objecting party or person establishes good cause for nonproduction
23 or production under limitations or conditions. The procedure of
24 this subdivision is *an* alternative to the procedure provided by
25 Sections 1985 and 1987.5 in the cases herein provided for, and no
26 subpoena duces tecum shall be required.

27 (2) Subject to this subdivision, the notice provided in this
28 subdivision shall have the same effect as is provided in subdivision
29 (b) as to a notice for attendance of that party or person.

30 SEC. 12. Section 2025.510 of the Code of Civil Procedure is
31 amended to read:

32 2025.510. (a) Unless the parties agree otherwise, the testimony
33 at a deposition recorded by stenographic means shall be transcribed.

34 (b) The party noticing the deposition shall bear the cost of the
35 transcription, unless the court, on motion and for good cause
36 shown, orders that the cost be borne or shared by another party.

37 (c) Notwithstanding subdivision (b) of Section 2025.320, any
38 other party or the deponent, at the expense of that party or
39 deponent, may obtain a copy of the transcript.

1 (d) If the deposition officer receives a request from a party for
2 an original or a copy of the deposition transcript, or any portion
3 thereof, and the full or partial transcript will be available to that
4 party prior to the time the original or copy would be available to
5 any other party, the deposition officer shall immediately notify all
6 other parties attending the deposition of the request, and shall,
7 upon request by any party other than the party making the original
8 request, make that copy of the full or partial deposition transcript
9 available to all parties at the same time.

10 (e) Stenographic notes of depositions shall be retained by the
11 reporter for a period of not less than eight years from the date of
12 the deposition, where no transcript is produced, and not less than
13 one year from the date on which the transcript is produced. The
14 notes may be either on paper or electronic media, as long as it
15 allows for satisfactory production of a transcript at any time during
16 the periods specified.

17 (f) At the request of any other party to the action, including a
18 party who did not attend the taking of the deposition testimony,
19 any party who records or causes the recording of that testimony
20 by means of audio or video technology shall promptly do both of
21 the following:

22 (1) Permit that other party to hear the audio recording or to view
23 the video recording.

24 (2) Furnish a copy of the audio or video recording to that other
25 party on receipt of payment of the reasonable cost of making that
26 copy of the recording.

27 (g) If the testimony at the deposition is recorded both
28 stenographically and by audio or video technology, the
29 stenographic transcript shall be the official record of that testimony
30 for the purpose of the trial and any subsequent hearing or appeal.

31 (h) (1) The requesting attorney or party appearing in propria
32 persona shall timely pay the deposition officer or the entity
33 providing the services of the deposition officer for the transcription
34 or copy of the transcription described in subdivision (b) or (c), and
35 any other deposition product or service that is requested either
36 orally or in writing.

37 (2) This subdivision shall apply unless responsibility for the
38 payment is otherwise provided by law or unless the deposition
39 officer or entity is notified in writing at the time the services or

1 products are requested that the party or another identified person
2 will be responsible for payment.

3 (3) This subdivision does not prohibit or supersede an agreement
4 between an attorney and a party allocating responsibility for the
5 payment of deposition costs to the party.

6 (4) Unless the parties agree otherwise, if a party or a party's
7 attorney disputes the reasonableness of fees charged by a deposition
8 officer or an entity providing the services of a deposition officer
9 for the transcription or copy of the transcription described in
10 subdivision (b) or (c), or any other deposition product or service
11 requested orally or in writing, the party or attorney shall file an
12 independent civil action to determine the reasonableness of the
13 fees.

14 (5) The requesting attorney or party appearing in propria
15 persona, upon the written request of a deposition officer who has
16 obtained a final judgment for payment of services provided
17 pursuant to this subdivision, shall provide to the deposition officer
18 an address that can be used to effectuate service for the purpose
19 of Section 708.110 in the manner specified in Section 415.10.

20 (i) For purposes of this section, "deposition product or service"
21 means any product or service provided in connection with a
22 deposition that qualifies as shorthand reporting, as described in
23 Section 8017 of the Business and Professions Code, and any
24 product or service derived from that shorthand reporting.

25 SEC. 13. Section 912 of the Evidence Code is amended to read:

26 912. (a) Except as otherwise provided in this section, the right
27 of any person to claim a privilege provided by Section 954
28 (lawyer-client privilege), 966 (lawyer referral service-client
29 privilege), 980 (privilege for confidential marital communications),
30 994 (physician-patient privilege), 1014 (psychotherapist-patient
31 privilege), 1033 (privilege of penitent), 1034 (privilege of clergy
32 member), 1035.8 (sexual assault counselor-victim privilege),
33 1037.5 (domestic violence counselor-victim privilege), or 1038
34 (human trafficking caseworker-victim privilege) is waived with
35 respect to a communication protected by the privilege if any holder
36 of the privilege, without coercion, has disclosed a significant part
37 of the communication or has consented to disclosure made by
38 anyone. Consent to disclosure is manifested by any statement or
39 other conduct of the holder of the privilege indicating consent to
40 the disclosure, including failure to claim the privilege in any

1 proceeding in which the holder has legal standing and the
2 opportunity to claim the privilege.

3 (b) Where two or more persons are joint holders of a privilege
4 provided by Section 954 (lawyer-client privilege), 966 (lawyer
5 referral service-client privilege), 994 (physician-patient privilege),
6 1014 (psychotherapist-patient privilege), 1035.8 (sexual assault
7 counselor-victim privilege), 1037.5 (domestic violence
8 counselor-victim privilege), or 1038 (human trafficking
9 caseworker-victim privilege), a waiver of the right of a particular
10 joint holder of the privilege to claim the privilege does not affect
11 the right of another joint holder to claim the privilege. In the case
12 of the privilege provided by Section 980 (privilege for confidential
13 marital communications), a waiver of the right of one spouse to
14 claim the privilege does not affect the right of the other spouse to
15 claim the privilege.

16 (c) A disclosure that is itself privileged is not a waiver of any
17 privilege.

18 (d) A disclosure in confidence of a communication that is
19 protected by a privilege provided by Section 954 (lawyer-client
20 privilege), 966 (lawyer referral service-client privilege), 994
21 (physician-patient privilege), 1014 (psychotherapist-patient
22 privilege), 1035.8 (sexual assault counselor-victim privilege),
23 1037.5 (domestic violence counselor-victim privilege), or 1038
24 (human trafficking caseworker-victim privilege), when disclosure
25 is reasonably necessary for the accomplishment of the purpose for
26 which the lawyer, lawyer referral service, physician,
27 psychotherapist, sexual assault counselor, domestic violence
28 counselor, or human trafficking caseworker was consulted, is not
29 a waiver of the privilege.

30 SEC. 14. Section 917 of the Evidence Code is amended to read:

31 917. (a) If a privilege is claimed on the ground that the matter
32 sought to be disclosed is a communication made in confidence in
33 the course of the lawyer-client, lawyer referral service-client,
34 physician-patient, psychotherapist-patient, clergy-penitent,
35 husband-wife, sexual assault counselor-victim, domestic violence
36 counselor-victim, or human trafficking caseworker-victim
37 relationship, the communication is presumed to have been made
38 in confidence and the opponent of the claim of privilege has the
39 burden of proof to establish that the communication was not
40 confidential.

1 (b) A communication between persons in a relationship listed
2 in subdivision (a) does not lose its privileged character for the sole
3 reason that it is communicated by electronic means or because
4 persons involved in the delivery, facilitation, or storage of
5 electronic communication may have access to the content of the
6 communication.

7 (c) For purposes of this section, “electronic” has the same
8 meaning provided in Section 1633.2 of the Civil Code.

9 SEC. 15. Section 1038.2 of the Evidence Code is amended to
10 read:

11 1038.2. (a) As used in this article, “victim” means any person
12 who is a “trafficking victim” as defined in Section 236.1 of the
13 Penal Code.

14 (b) As used in this article, “human trafficking caseworker”
15 means any of the following:

16 (1) A person who is employed by any organization providing
17 the programs specified in Section 18294 of the Welfare and
18 Institutions Code, whether financially compensated or not, for the
19 purpose of rendering advice or assistance to victims of human
20 trafficking, who has received specialized training in the counseling
21 of human trafficking victims, and who meets one of the following
22 requirements:

23 (A) Has a master’s degree in counseling or a related field; or
24 has one year of counseling experience, at least six months of which
25 is in the counseling of human trafficking victims.

26 (B) Has at least 40 hours of training as specified in this
27 paragraph and is supervised by an individual who qualifies as a
28 counselor under subparagraph (A), or is a psychotherapist, as
29 defined in Section 1010. The training, supervised by a person
30 qualified under subparagraph (A), shall include, but need not be
31 limited to, the following areas: history of human trafficking, civil
32 and criminal law as it relates to human trafficking, societal attitudes
33 ~~towards~~ *toward* human trafficking, peer counseling techniques,
34 housing, public assistance, and other financial resources available
35 to meet the financial needs of human trafficking victims, and
36 referral services available to human trafficking victims. A portion
37 of this training must include an explanation of privileged
38 communication.

39 (2) A person who is employed by any organization providing
40 the programs specified in Section 13835.2 of the Penal Code,

1 whether financially compensated or not, for the purpose of
2 counseling and assisting human trafficking victims, and who meets
3 one of the following requirements:

4 (A) Is a psychotherapist as defined in Section 1010, has a
5 master’s degree in counseling or a related field, or has one year of
6 counseling experience, at least six months of which is in rape
7 assault counseling.

8 (B) Has the minimum training for human trafficking counseling
9 required by guidelines established by the employing agency
10 pursuant to subdivision (c) of Section 13835.10 of the Penal Code,
11 and is supervised by an individual who qualifies as a counselor
12 under subparagraph (A). The training, supervised by a person
13 qualified under subparagraph (A), shall include, but not be limited
14 to, law, victimology, counseling techniques, client and system
15 advocacy, and referral services. A portion of this training must
16 include an explanation of privileged communication.

17 (c) As used in this article, “confidential communication” means
18 information transmitted between the victim and the caseworker in
19 the course of their relationship and in confidence by a means which,
20 so far as the victim is aware, discloses the information to no third
21 persons other than those who are present to further the interests of
22 the victim in the consultation or those to whom disclosures are
23 reasonably necessary for the transmission of the information or an
24 accomplishment of the purposes for which the human trafficking
25 counselor is consulted. It includes all information regarding the
26 facts and circumstances involving all incidences of human
27 trafficking.

28 (d) As used in this article, “holder of the privilege” means the
29 victim when he or she has no guardian or conservator, or a guardian
30 or conservator of the victim when the victim has a guardian or
31 conservator.

32 SEC. 16. Section 504 of the Family Code is amended to read:
33 504. A confidential marriage license is valid only for a period
34 of 90 days after its issuance by the county clerk.

35 SEC. 17. Section 2251 of the Family Code is amended to read:
36 2251. (a) If a determination is made that a marriage is void or
37 voidable and the court finds that either party or both parties
38 believed in good faith that the marriage was valid, the court shall:

39 (1) Declare the party or parties to have the status of a putative
40 spouse.

1 (2) If the division of property is in issue, divide, in accordance
2 with Division 7 (commencing with Section 2500), that property
3 acquired during the union which would have been community
4 property or quasi-community property if the union had not been
5 void or voidable. This property is known as “quasi-marital
6 property.”

7 (b) If the court expressly reserves jurisdiction, it may make the
8 property division at a time after the judgment.

9 (c) A court shall not make the orders or declarations authorized
10 in subdivision (a) unless the party or parties that believed in good
11 faith that the marriage was valid request the court to do so.

12 SEC. 18. Section 831.7 of the Government Code is amended
13 to read:

14 831.7. (a) Neither a public entity nor a public employee is
15 liable to any person who participates in a hazardous recreational
16 activity, including any person who assists the participant, or to any
17 spectator who knew or reasonably should have known that the
18 hazardous recreational activity created a substantial risk of injury
19 to himself or herself and was voluntarily in the place of risk, or
20 having the ability to do so failed to leave, for any damage or injury
21 to property or persons arising out of that hazardous recreational
22 activity.

23 (b) As used in this section, “hazardous recreational activity”
24 means a recreational activity conducted on property of a public
25 entity that creates a substantial, as distinguished from a minor,
26 trivial, or insignificant, risk of injury to a participant or a spectator.

27 “Hazardous recreational activity” also means:

28 (1) Water contact activities, except diving, in places where, or
29 at a time when, lifeguards are not provided and reasonable warning
30 thereof has been given, or the injured party should reasonably have
31 known that there was no lifeguard provided at the time.

32 (2) Any form of diving into water from other than a diving board
33 or diving platform, or at any place or from any structure where
34 diving is prohibited and reasonable warning thereof has been given.

35 (3) Animal riding, including equestrian competition, archery,
36 bicycle racing or jumping, bicycle motocross, mountain bicycling,
37 boating, cross-country and downhill skiing, hang gliding, kayaking,
38 motorized vehicle racing, off-road motorcycling or four-wheel
39 driving of any kind, orienteering, pistol and rifle shooting, rock
40 climbing, rocketeering, rodeo, self-contained underwater breathing

1 apparatus (SCUBA) diving, spelunking, skydiving, sport
2 parachuting, paragliding, body contact sports, surfing,
3 trampolining, tree climbing, tree rope swinging, waterskiing, white
4 water rafting, and windsurfing. For the purposes of this subdivision,
5 “mountain bicycling” does not include riding a bicycle on paved
6 pathways, roadways, or sidewalks. For the purpose of this
7 paragraph, “body contact sports” means sports in which it is
8 reasonably foreseeable that there will be rough bodily contact with
9 one or more participants.

10 (c) (1) Notwithstanding subdivision (a), this section does not
11 limit liability that would otherwise exist for any of the following:

12 (A) Failure of the public entity or employee to guard or warn
13 of a known dangerous condition or of another hazardous
14 recreational activity known to the public entity or employee that
15 is not reasonably assumed by the participant as inherently a part
16 of the hazardous recreational activity out of which the damage or
17 injury arose.

18 (B) Damage or injury suffered in any case where permission to
19 participate in the hazardous recreational activity was granted for
20 a specific fee. For the purpose of this subparagraph, “specific fee”
21 does not include a fee or consideration charged for a general
22 purpose such as a general park admission charge, a vehicle entry
23 or parking fee, or an administrative or group use application or
24 permit fee, as distinguished from a specific fee charged for
25 participation in the specific hazardous recreational activity out of
26 which the damage or injury arose.

27 (C) Injury suffered to the extent proximately caused by the
28 negligent failure of the public entity or public employee to properly
29 construct or maintain in good repair any structure, recreational
30 equipment or machinery, or substantial work of improvement
31 utilized in the hazardous recreational activity out of which the
32 damage or injury arose.

33 (D) Damage or injury suffered in any case where the public
34 entity or employee recklessly or with gross negligence promoted
35 the participation in or observance of a hazardous recreational
36 activity. For purposes of this subparagraph, promotional literature
37 or a public announcement or advertisement that merely describes
38 the available facilities and services on the property does not in
39 itself constitute a reckless or grossly negligent promotion.

1 (E) An act of gross negligence by a public entity or a public
2 employee that is the proximate cause of the injury.

3 (2) Nothing in this subdivision creates a duty of care or basis
4 of liability for personal injury or damage to personal property.

5 (d) Nothing in this section limits the liability of an independent
6 concessionaire, or any person or organization other than the public
7 entity, whether or not the person or organization has a contractual
8 relationship with the public entity to use the public property, for
9 injuries or damages suffered in any case as a result of the operation
10 of a hazardous recreational activity on public property by the
11 concessionaire, person, or organization.

12 SEC. 19. Section 1456 of the Government Code is repealed.

13 SEC. 20. Section 6103.13 is added to the Government Code,
14 to read:

15 6103.13. Except as otherwise provided in this chapter, a probate
16 referee acting in his or her official capacity upon designation by
17 the court and who performs any act authorized or required pursuant
18 to the Probate Code shall be exempt from paying or depositing a
19 fee for the filing of any document, paper, report, supplemental
20 report, or objection in any proceeding that may constitute an
21 appearance by a party to a legal proceeding.

22 SEC. 21. Section 8214.15 of the Government Code is amended
23 to read:

24 8214.15. (a) In addition to any commissioning or disciplinary
25 sanction, a violation of subdivision (f), (i), (l), (m), or (p) of Section
26 8214.1, or a willful violation of subdivision (d) of Section 8214.1,
27 is punishable by a civil penalty not to exceed one thousand five
28 hundred dollars (\$1,500).

29 (b) In addition to any commissioning or disciplinary sanction,
30 a violation of subdivision (h), (j), or (k) of Section 8214.1, or a
31 negligent violation of subdivision (d) of Section 8214.1 is
32 punishable by a civil penalty not to exceed seven hundred fifty
33 dollars (\$750).

34 (c) The civil penalty may be imposed by the Secretary of State
35 if a hearing is not requested pursuant to Section 8214.3. If a hearing
36 is requested, the hearing officer shall make the determination.

37 (d) Any civil penalties collected pursuant to this section shall
38 be transferred to the General Fund. It is the intent of the Legislature
39 that to the extent General Fund moneys are raised by penalties
40 collected pursuant to this section, that money shall be made

1 available to the Secretary of State’s office to defray its costs of
2 investigating and pursuing commissioning and monetary remedies
3 for violations of the notary public law.

4 SEC. 22. Section 60371 of the Government Code is amended
5 to read:

6 60371. (a) If a district furnishes residential light, heat, water,
7 or power through a master meter, or furnishes individually metered
8 service in a single-family dwelling, multiunit residential structure,
9 mobilehome park, or farm labor camp and the owner, manager, or
10 farm labor employer is the customer of record, the district shall
11 make every good faith effort to inform the actual users of the
12 services, by means of written notice, when the account is in arrears,
13 that service will be terminated in 10 days. The written notice shall
14 further inform the actual users that they have the right to become
15 customers of the district without being required to pay the amount
16 due on the delinquent account. The notice shall be in English and
17 in the languages listed in Section 1632 of the Civil Code.

18 (b) The district is not required to make service available to the
19 actual users unless each actual user agrees to the terms and
20 conditions of service, and meets the requirements of the district’s
21 rules and tariffs. However, if one or more actual users are willing
22 and able to assume responsibility for the subsequent charges to
23 the account to the satisfaction of the district, or if there is a physical
24 means, legally available to the district, of selectively terminating
25 service to those actual users who have not met the requirements
26 of the district’s rules and tariffs, the district shall make service
27 available to the actual users who have met those requirements.

28 (c) If prior service for a period of time is a condition for
29 establishing credit with the district, residence and proof of prompt
30 payment of rent for that period of time is a satisfactory equivalent.

31 (d) Any actual user who becomes a customer of the district
32 pursuant to this section whose periodic payments, such as rental
33 payments, include charges for residential light, heat, water, or
34 power, where these charges are not separately stated, may deduct
35 from the periodic payment each payment period all reasonable
36 charges paid to the district for those services during the preceding
37 payment period.

38 SEC. 23. Section 68085.1 of the Government Code, as amended
39 by Section 18 of Chapter 41 of the Statutes of 2012, is amended
40 to read:

1 68085.1. (a) This section applies to all fees and fines that are
2 collected on or after January 1, 2006, under all of the following:
3 (1) Sections 177.5, 209, 403.060, 491.150, 631.3, 683.150,
4 704.750, 708.160, 724.100, 1134, 1161.2, 1218, and 1993.2 of,
5 subdivision (g) of Section 411.20 and subdivisions (c) and (g) of
6 Section 411.21 of, subdivision (b) of Section 631 of, and Chapter
7 5.5 (commencing with Section 116.110) of Title 1 of Part 1 of, the
8 Code of Civil Procedure.
9 (2) Section 3112 of the Family Code.
10 (3) Section 31622 of the Food and Agricultural Code.
11 (4) Subdivision (d) of Section 6103.5, Sections 68086 and
12 68086.1, subdivision (d) of Section 68511.3, Sections 68926.1 and
13 69953.5, and Chapter 5.8 (commencing with Section 70600).
14 (5) Section 103470 of the Health and Safety Code.
15 (6) Subdivisions (b) and (c) of Section 166 and Section 1214.1
16 of the Penal Code.
17 (7) Sections 1835, 1851.5, 2343, 7660, and 13201 of the Probate
18 Code.
19 (8) Sections 14607.6 and 16373 of the Vehicle Code.
20 (9) Section 71386 of this code, Sections 304, 7851.5, and 9002
21 of the Family Code, and Section 1513.1 of the Probate Code, if
22 the reimbursement is for expenses incurred by the court.
23 (10) Section 3153 of the Family Code, if the amount is paid to
24 the court for the cost of counsel appointed by the court to represent
25 a child.
26 (b) On and after January 1, 2006, each superior court shall
27 deposit all fees and fines listed in subdivision (a), as soon as
28 practicable after collection and on a regular basis, into a bank
29 account established for this purpose by the Administrative Office
30 of the Courts. Upon direction of the Administrative Office of the
31 Courts, the county shall deposit civil assessments under Section
32 1214.1 of the Penal Code and any other money it collects under
33 the sections listed in subdivision (a) as soon as practicable after
34 collection and on a regular basis into the bank account established
35 for this purpose and specified by the Administrative Office of the
36 Courts. The deposits shall be made as required by rules adopted
37 by, and financial policies and procedures authorized by, the Judicial
38 Council under subdivision (a) of Section 77206. Within 15 days
39 after the end of the month in which the fees and fines are collected,
40 each court, and each county that collects any fines or fees under

1 subdivision (a), shall provide the Administrative Office of the
2 Courts with a report of the fees by categories as specified by the
3 Administrative Office of the Courts. The Administrative Office
4 of the Courts and any court may agree upon a time period greater
5 than 15 days, but in no case more than 30 days after the end of the
6 month in which the fees and fines are collected. The fees and fines
7 listed in subdivision (a) shall be distributed as provided in this
8 section.

9 (c) (1) Within 45 calendar days after the end of the month in
10 which the fees and fines listed in subdivision (a) are collected, the
11 Administrative Office of the Courts shall make the following
12 distributions:

13 (A) To the small claims advisory services, as described in
14 subdivision (f) of Section 116.230 of the Code of Civil Procedure.

15 (B) To dispute resolution programs, as described in subdivision
16 (b) of Section 68085.3 and subdivision (b) of Section 68085.4.

17 (C) To the county law library funds, as described in Sections
18 116.230 and 116.760 of the Code of Civil Procedure, subdivision
19 (b) of Section 68085.3, subdivision (b) of Section 68085.4, and
20 Section 70621 of this code, and Section 14607.6 of the Vehicle
21 Code.

22 (D) To the courthouse construction funds in the Counties of
23 Riverside, San Bernardino, and San Francisco, as described in
24 Sections 70622, 70624, and 70625.

25 (E) Commencing July 1, 2011, to the Trial Court Trust Fund,
26 as described in subdivision (e) of Section 70626, to be used by the
27 Judicial Council to implement and administer the civil
28 representation pilot program under Section 68651.

29 (2) If any distribution under this subdivision is delinquent, the
30 Administrative Office of the Courts shall add a penalty to the
31 distribution as specified in subdivision (i).

32 (d) Within 45 calendar days after the end of the month in which
33 the fees and fines listed in subdivision (a) are collected, the
34 amounts remaining after the distributions in subdivision (c) shall
35 be transmitted to the State Treasury for deposit in the Trial Court
36 Trust Fund and other funds as required by law. This remittance
37 shall be accompanied by a remittance advice identifying the
38 collection month and the appropriate account in the Trial Court
39 Trust Fund or other fund to which it is to be deposited. Upon the
40 receipt of any delinquent payment required under this subdivision,

1 the Controller shall calculate a penalty as provided under
2 subdivision (i).

3 (e) From the money transmitted to the State Treasury under
4 subdivision (d), the Controller shall make deposits as follows:

5 (1) Into the State Court Facilities Construction Fund, the Judges'
6 Retirement Fund, and the Equal Access Fund, as described in
7 subdivision (c) of Section 68085.3 and subdivision (c) of Section
8 68085.4.

9 (2) Into the Health Statistics Special Fund, as described in
10 subdivision (b) of Section 70670 of this code and Section 103730
11 of the Health and Safety Code.

12 (3) Into the Family Law Trust Fund, as described in Section
13 70674.

14 (4) Into the Immediate and Critical Needs Account of the State
15 Court Facilities Construction Fund, established in Section 70371.5,
16 as described in Sections 68085.3, 68085.4, and 70657.5, and
17 subdivision (e) of Section 70617.

18 (5) The remainder of the money shall be deposited into the Trial
19 Court Trust Fund.

20 (f) The amounts collected by each superior court under Section
21 116.232, subdivision (g) of Section 411.20, and subdivision (g) of
22 Section 411.21 of the Code of Civil Procedure, Sections 304, 3112,
23 3153, 7851.5, and 9002 of the Family Code, subdivision (d) of
24 Section 6103.5, subdivision (d) of Section 68511.3 and Sections
25 68926.1, 69953.5, 70627, 70631, 70640, 70661, 70678, and 71386
26 of this code, and Sections 1513.1, 1835, 1851.5, and 2343 of the
27 Probate Code shall be added to the monthly apportionment for that
28 court under subdivision (a) of Section 68085.

29 (g) If any of the fees provided in subdivision (a) are partially
30 waived by court order or otherwise reduced, and the fee is to be
31 divided between the Trial Court Trust Fund and any other fund or
32 account, the amount of the reduction shall be deducted from the
33 amount to be distributed to each fund in the same proportion as
34 the amount of each distribution bears to the total amount of the
35 fee. If the fee is paid by installment payments, the amount
36 distributed to each fund or account from each installment shall
37 bear the same proportion to the installment payment as the full
38 distribution to that fund or account does to the full fee. If a court
39 collects a fee that was incurred before January 1, 2006, under a
40 provision that was the predecessor to one of the paragraphs

1 contained in subdivision (a), the fee may be deposited as if it were
2 collected under the paragraph of subdivision (a) that corresponds
3 to the predecessor of that paragraph and distributed in prorated
4 amounts to each fund or account to which the fee in subdivision
5 (a) must be distributed.

6 (h) Except as provided in Sections 470.5 and 6322.1 of the
7 Business and Professions Code, and Sections 70622, 70624, and
8 70625 of this code, an agency shall not take action to change the
9 amounts allocated to any of the funds described in subdivision (c),
10 (d), or (e).

11 (i) The amount of the penalty on any delinquent payment under
12 subdivision (c) or (d) shall be calculated by multiplying the amount
13 of the delinquent payment at a daily rate equivalent to 1 ½ percent
14 per month for the number of days the payment is delinquent. The
15 penalty shall be paid from the Trial Court Trust Fund. Penalties
16 on delinquent payments under subdivision (d) shall be calculated
17 only on the amounts to be distributed to the Trial Court Trust Fund
18 and the State Court Facilities Construction Fund, and each penalty
19 shall be distributed proportionately to the funds to which the
20 delinquent payment was to be distributed.

21 (j) If a delinquent payment under subdivision (c) or (d) results
22 from a delinquency by a superior court under subdivision (b), the
23 court shall reimburse the Trial Court Trust Fund for the amount
24 of the penalty. Notwithstanding Section 77009, any penalty on a
25 delinquent payment that a court is required to reimburse pursuant
26 to this section shall be paid from the court operations fund for that
27 court. The penalty shall be paid by the court to the Trial Court
28 Trust Fund no later than 45 days after the end of the month in
29 which the penalty was calculated. If the penalty is not paid within
30 the specified time, the Administrative Office of the Courts may
31 reduce the amount of a subsequent monthly allocation to the court
32 by the amount of the penalty on the delinquent payment.

33 (k) If a delinquent payment under subdivision (c) or (d) results
34 from a delinquency by a county in transmitting fees and fines listed
35 in subdivision (a) to the bank account established for this purpose,
36 as described in subdivision (b), the county shall reimburse the Trial
37 Court Trust Fund for the amount of the penalty. The penalty shall
38 be paid by the county to the Trial Court Trust Fund no later than
39 45 days after the end of the month in which the penalty was
40 calculated.

1 (l) This section shall become inoperative on July 1, 2017, and,
2 as of January 1, 2018, is repealed, unless a later enacted statute,
3 that becomes operative on or before January 1, 2018, deletes or
4 extends the dates on which it becomes inoperative and is repealed.

5 SEC. 24. Section 68631 of the Government Code is amended
6 to read:

7 68631. An initial fee waiver shall be granted by the court at
8 any stage of the proceedings at both the appellate and trial court
9 levels if an applicant meets the standards of eligibility and
10 application requirements under Sections 68632 and 68633. An
11 initial fee waiver excuses the applicant from paying fees for the
12 first pleading or other paper, and other court fees and costs,
13 including assessments for court investigations under Section 1513
14 or 1826 of the Probate Code, as specified in rules adopted by the
15 Judicial Council, unless the court orders the applicant to make
16 partial payments under subdivision (c) of Section 68632,
17 subdivision (d) of Section 68636, or subdivision (e) of Section
18 68637. Under circumstances set forth in Section 68636, the court
19 may reconsider the initial fee waiver and order the fee waiver
20 withdrawn for future fees and costs or deny the fee waiver
21 retroactively. At the end of the case, the court may recover fees
22 and costs that were initially waived under circumstances set forth
23 in Section 68637. Upon establishment of a conservatorship or
24 guardianship, the court may collect all or part of any fees waived
25 pursuant to this section and Section 68632 from the estate of the
26 conservatee or ward, if the court finds that the estate has the ability
27 to pay the fees, or a portion thereof, immediately, over a period of
28 time, or under some other equitable agreement, without using
29 moneys that normally would pay for the common necessities of
30 life for the applicant and the applicant's family.

31 SEC. 25. Section 68631.5 is added to the Government Code,
32 to read:

33 68631.5. For purposes of this article, a conservatee, ward, or
34 person for whom a conservatorship or guardianship is sought, shall
35 be deemed the "applicant," and the conservator, guardian, or person
36 or persons seeking to establish the conservatorship or guardianship
37 shall be deemed the "petitioner." In those cases, the petitioner is
38 responsible for completing all forms and providing all information
39 required under this article.

1 SEC. 26. Section 68632 of the Government Code is amended
2 to read:

3 68632. Permission to proceed without paying court fees and
4 costs because of an applicant's financial condition shall be granted
5 initially to all of the following persons:

6 (a) An applicant who is receiving public benefits under one or
7 more of the following programs:

8 (1) Supplemental Security Income (SSI) and State
9 Supplementary Payment (SSP) (Article 5 (commencing with
10 Section 12200) of Chapter 3 of Part 3 of Division 9 of the Welfare
11 and Institutions Code).

12 (2) California Work Opportunity and Responsibility to Kids
13 Act (CalWORKs) (Chapter 2 (commencing with Section 11200)
14 of Part 3 of Division 9 of the Welfare and Institutions Code) or a
15 federal Tribal Temporary Assistance for Needy Families (Tribal
16 TANF) grant program (Section 10553.25 of the Welfare and
17 Institutions Code).

18 (3) Supplemental Nutrition Assistance Program (Chapter 51
19 (commencing with Section 2011) of Title 7 of the United States
20 Code) or CalFresh (Chapter 10 (commencing with Section 18900)
21 of Part 6 of Division 9 of the Welfare and Institutions Code).

22 (4) County Relief, General Relief (GR), or General Assistance
23 (GA) (Part 5 (commencing with Section 17000) of Division 9 of
24 the Welfare and Institutions Code).

25 (5) Cash Assistance Program for Aged, Blind, and Disabled
26 Legal Immigrants (CAPI) (Chapter 10.3 (commencing with Section
27 18937) of Part 6 of Division 9 of the Welfare and Institutions
28 Code).

29 (6) In-Home Supportive Services (IHSS) (Article 7
30 (commencing with Section 12300) of Chapter 3 of Part 3 of
31 Division 9 of the Welfare and Institutions Code).

32 (7) Medi-Cal (Chapter 7 (commencing with Section 14000) of
33 Part 3 of Division 9 of the Welfare and Institutions Code).

34 (b) An applicant whose monthly income is 125 percent or less
35 of the current poverty guidelines updated periodically in the Federal
36 Register by the United States Department of Health and Human
37 Services under the authority of paragraph (2) of Section 9902 of
38 Title 42 of the United States Code.

39 (c) An applicant who, as individually determined by the court,
40 cannot pay court fees without using moneys that normally would

1 pay for the common necessities of life for the applicant and the
2 applicant's family. Only if a trial court finds that an applicant under
3 this subdivision can pay a portion of court fees, or can pay court
4 fees over a period of time, or under some other equitable
5 arrangement, without using moneys that normally would pay for
6 the common necessities of life for the applicant and the applicant's
7 family, the court may grant a partial initial fee waiver using the
8 notice and hearing procedures set forth in paragraph (5) of
9 subdivision (e) of Section 68634. "Common necessities of life,"
10 as used in this article, shall be interpreted consistently with the use
11 of that term in paragraph (1) of subdivision (c) of Section 706.051
12 of the Code of Civil Procedure, as that paragraph read prior to
13 January 1, 2012.

14 (d) A person who files a petition for appointment of a fiduciary
15 in a guardianship or conservatorship, or files pleadings as the
16 appointed fiduciary of a conservatee or ward, when the financial
17 condition of the conservatee or ward meets the standards for a fee
18 waiver pursuant to subdivision (a), (b), or (c).

19 SEC. 27. Section 1569.698 of the Health and Safety Code is
20 amended to read:

21 1569.698. (a) The State Fire Marshal has proposed that the
22 State Building Standards Commission adopt building standards to
23 provide for locked and secured perimeters in residential care
24 facilities for the elderly that care for persons with dementia:

25 (1) It is acknowledged that these building standards will not
26 become effective until October 1, 1996.

27 (2) It is the policy of the State Building Standards Commission
28 that building standards be adopted exclusively into the California
29 Building Standards Code and not into state statute.

30 (3) However, in recognition of the immediate need of residential
31 care facilities for the elderly caring for persons with dementia to
32 provide a secured environment, it is the intent of the Legislature
33 that the building standards for locked and secured perimeters
34 proposed by the State Fire Marshal for adoption in the 1994
35 California Building Standards Code, as set forth in Section
36 1569.699, be effective upon the date this article becomes operative.

37 (b) (1) Upon the filing of emergency regulations with the
38 Secretary of State pursuant to subdivision (c), a residential care
39 facility for the elderly that cares for people with dementia may
40 utilize secured perimeter fences or locked exit doors, if it meets

1 the requirements for additional safeguards required by those
2 regulations.

3 (2) For the purposes of this article, dementia includes
4 Alzheimer’s disease and related disorders, diagnosed by a
5 physician, that increase the tendency to wander and that decrease
6 hazard awareness and the ability to communicate.

7 (3) It is the intent of the Legislature in enacting this article that
8 residential care facilities for the elderly have options for the
9 security of persons with dementia who are residents of those
10 facilities that are in addition to existing security exceptions made
11 for individual residents. It is the further intent of the Legislature
12 that these additional options shall include the use of waivers of
13 certain building standards relating to fire safety, to be issued by
14 the state department with the approval of the State Fire Marshal,
15 to permit the care of a target group of persons with dementia by
16 means of secured perimeter fences, or the use of locked exterior
17 doors. Each waiver request shall include a facility plan of operation
18 that addresses elements of care to be identified by the department
19 in regulations and demonstrates the facility’s ability to meet the
20 safety needs of persons with dementia.

21 (4) The department shall adopt regulations that ensure that staff
22 for secured perimeter facilities receive appropriate and adequate
23 training in the care of residents with dementia.

24 (5) Nothing in this section is intended to prohibit residential
25 care facilities for the elderly from accepting or retaining persons
26 with dementia whose needs can be fully met using care options
27 permitted by existing law and regulations.

28 (6) It is not the intent of the Legislature to authorize an increase
29 in the level of care provided in a residential care facility for the
30 elderly or to establish a supplemental rate structure based on the
31 services provided in the facility.

32 (7) All admissions to residential care facilities for the elderly
33 shall continue to be voluntary on the part of the resident or with
34 the lawful consent of the resident’s legal conservator.

35 (c) The department shall adopt regulations to implement
36 subdivision (b) in accordance with those provisions of the
37 Administrative Procedure Act contained in Chapter 3.5
38 (commencing with Section 11340) of Part 1 of Division 3 of Title
39 2 of the Government Code. The initial adoption of any emergency
40 regulations following the effective date of the act amending this

1 section during the 1995–96 Regular Legislative Session shall be
2 deemed to be an emergency and necessary for the immediate
3 preservation of the public peace, health and safety, or general
4 welfare. Emergency regulations adopted pursuant to this
5 subdivision shall remain in effect for no more than 180 days.

6 (d) In addition to the security options authorized by subdivision
7 (b), residential care facilities for the elderly that accept or retain
8 as residents persons with dementia, and that choose to utilize the
9 security options of egress-control devices of the time-delay type
10 in addition to secured perimeter fences or locked exit doors, shall
11 comply with Section 1569.699, or regulations adopted by the State
12 Building Standards Commission, whichever is operative.

13 (e) A residential care facility for the elderly shall not utilize
14 special egress-control devices of the time-delay type, secured
15 perimeter fences, or locked exit doors unless the facility meets the
16 requirements of Section 1569.699 or the Building Standards
17 Commission adopts building standards to implement this section.

18 (f) Any person who is not a conservatee and is entering a locked
19 or secured perimeter facility pursuant to this section, shall sign a
20 statement of voluntary entry. The facility shall retain the original
21 statement and shall send a copy of the statement to the department.

22 SEC. 28. Section 11163.3 of the Penal Code is amended to
23 read:

24 11163.3. (a) A county may establish an interagency domestic
25 violence death review team to assist local agencies in identifying
26 and reviewing domestic violence deaths, including homicides and
27 suicides, and facilitating communication among the various
28 agencies involved in domestic violence cases. Interagency domestic
29 violence death review teams have been used successfully to ensure
30 that incidents of domestic violence and abuse are recognized and
31 that agency involvement is reviewed to develop recommendations
32 for policies and protocols for community prevention and
33 intervention initiatives to reduce and eradicate the incidence of
34 domestic violence.

35 (b) For purposes of this section, “abuse” has the meaning set
36 forth in Section 6203 of the Family Code and “domestic violence”
37 has the meaning set forth in Section 6211 of the Family Code.

38 (c) A county may develop a protocol that may be used as a
39 guideline to assist coroners and other persons who perform
40 autopsies on domestic violence victims in the identification of

1 domestic violence, in the determination of whether domestic
2 violence contributed to death or whether domestic violence had
3 occurred prior to death, but was not the actual cause of death, and
4 in the proper written reporting procedures for domestic violence,
5 including the designation of the cause and mode of death.

6 (d) County domestic violence death review teams shall be
7 comprised of, but not limited to, the following:

- 8 (1) Experts in the field of forensic pathology.
- 9 (2) Medical personnel with expertise in domestic violence abuse.
- 10 (3) Coroners and medical examiners.
- 11 (4) Criminologists.
- 12 (5) District attorneys and city attorneys.
- 13 (6) Domestic violence shelter service staff and battered women's
14 advocates.
- 15 (7) Law enforcement personnel.
- 16 (8) Representatives of local agencies that are involved with
17 domestic violence abuse reporting.
- 18 (9) County health department staff who deal with domestic
19 violence victims' health issues.
- 20 (10) Representatives of local child abuse agencies.
- 21 (11) Local professional associations of persons described in
22 paragraphs (1) to (10), inclusive.

23 (e) An oral or written communication or a document shared
24 within or produced by a domestic violence death review team
25 related to a domestic violence death review is confidential and not
26 subject to disclosure or discoverable by a third party. An oral or
27 written communication or a document provided by a third party
28 to a domestic violence death review team, or between a third party
29 and a domestic violence death review team, is confidential and not
30 subject to disclosure or discoverable by a third party.
31 Notwithstanding the foregoing, recommendations of a domestic
32 violence death review team upon the completion of a review may
33 be disclosed at the discretion of a majority of the members of the
34 domestic violence death review team.

35 (f) Each organization represented on a domestic violence death
36 review team may share with other members of the team information
37 in its possession concerning the victim who is the subject of the
38 review or any person who was in contact with the victim and any
39 other information deemed by the organization to be pertinent to
40 the review. Any information shared by an organization with other

1 members of a team is confidential. This provision shall permit the
2 disclosure to members of the team of any information deemed
3 confidential, privileged, or prohibited from disclosure by any other
4 statute.

5 (g) Written and oral information may be disclosed to a domestic
6 violence death review team established pursuant to this section.
7 The team may make a request in writing for the information sought
8 and any person with information of the kind described in paragraph
9 (2) may rely on the request in determining whether information
10 may be disclosed to the team.

11 (1) An individual or agency that has information governed by
12 this subdivision shall not be required to disclose information. The
13 intent of this subdivision is to allow the voluntary disclosure of
14 information by the individual or agency that has the information.

15 (2) The following information may be disclosed pursuant to this
16 subdivision:

17 (A) Notwithstanding Section 56.10 of the Civil Code, medical
18 information.

19 (B) Notwithstanding Section 5328 of the Welfare and
20 Institutions Code, mental health information.

21 (C) Notwithstanding Section 15633.5 of the Welfare and
22 Institutions Code, information from elder abuse reports and
23 investigations, except the identity of persons who have made
24 reports, which shall not be disclosed.

25 (D) Notwithstanding Section 11167.5 of the Penal Code,
26 information from child abuse reports and investigations, except
27 the identity of persons who have made reports, which shall not be
28 disclosed.

29 (E) State summary criminal history information, criminal
30 offender record information, and local summary criminal history
31 information, as defined in Sections 11075, 11105, and 13300 of
32 the Penal Code.

33 (F) Notwithstanding Section 11163.2 of the Penal Code,
34 information pertaining to reports by health practitioners of persons
35 suffering from physical injuries inflicted by means of a firearm or
36 of persons suffering physical injury where the injury is a result of
37 assaultive or abusive conduct, and information relating to whether
38 a physician referred the person to local domestic violence services
39 as recommended by Section 11161 of the Penal Code.

1 (G) Notwithstanding Section 827 of the Welfare and Institutions
2 Code, information in any juvenile court proceeding.

3 (H) Information maintained by the Family Court, including
4 information relating to the Family Conciliation Court Law pursuant
5 to Section 1818 of the Family Code, and Mediation of Custody
6 and Visitation Issues pursuant to Section 3177 of the Family Code.

7 (I) Information provided to probation officers in the course of
8 the performance of their duties, including, but not limited to, the
9 duty to prepare reports pursuant to Section 1203.10 of the Penal
10 Code, as well as the information on which these reports are based.

11 (J) Notwithstanding Section 10850 of the Welfare and
12 Institutions Code, records of in-home supportive services, unless
13 disclosure is prohibited by federal law.

14 (3) The disclosure of written and oral information authorized
15 under this subdivision shall apply notwithstanding Sections 2263,
16 2918, 4982, and 6068 of the Business and Professions Code, or
17 the lawyer-client privilege protected by Article 3 (commencing
18 with Section 950) of Chapter 4 of Division 8 of the Evidence Code,
19 the physician-patient privilege protected by Article 6 (commencing
20 with Section 990) of Chapter 4 of Division 8 of the Evidence Code,
21 the psychotherapist-patient privilege protected by Article 7
22 (commencing with Section 1010) of Chapter 4 of Division 8 of
23 the Evidence Code, the sexual assault counselor-victim privilege
24 protected by Article 8.5 (commencing with Section 1035) of
25 Chapter 4 of Division 8 of the Evidence Code, the domestic
26 violence counselor-victim privilege protected by Article 8.7
27 (commencing with Section 1037) of Chapter 4 of Division 8 of
28 the Evidence Code, and the human trafficking caseworker-victim
29 privilege protected by Article 8.8 (commencing with Section 1038)
30 of Chapter 4 of Division 8 of the Evidence Code.

31 SEC. 29. Section 1811 of the Probate Code is amended to read:

32 1811. (a) Subject to Sections 1813 and 1813.1, the spouse,
33 domestic partner, or an adult child, parent, brother, or sister of the
34 proposed conservatee may nominate a conservator in the petition
35 or at the hearing on the petition.

36 (b) Subject to Sections 1813 and 1813.1, the spouse, domestic
37 partner, or a parent of the proposed conservatee may nominate a
38 conservator in a writing signed either before or after the petition
39 is filed and that nomination remains effective notwithstanding the

1 subsequent legal incapacity or death of the spouse, domestic
2 partner, or parent.

3 SEC. 30. Section 1812 of the Probate Code is amended to read:

4 1812. (a) Subject to Sections 1810, 1813, and 1813.1, the
5 selection of a conservator of the person or estate, or both, is solely
6 in the discretion of the court and, in making the selection, the court
7 is to be guided by what appears to be for the best interests of the
8 proposed conservatee.

9 (b) Subject to Sections 1810, 1813, and 1813.1, of persons
10 equally qualified in the opinion of the court to appointment as
11 conservator of the person or estate or both, preference is to be
12 given in the following order:

13 (1) The spouse or domestic partner of the proposed conservatee
14 or the person nominated by the spouse or domestic partner pursuant
15 to Section 1811.

16 (2) An adult child of the proposed conservatee or the person
17 nominated by the child pursuant to Section 1811.

18 (3) A parent of the proposed conservatee or the person
19 nominated by the parent pursuant to Section 1811.

20 (4) A brother or sister of the proposed conservatee or the person
21 nominated by the brother or sister pursuant to Section 1811.

22 (5) Any other person or entity eligible for appointment as a
23 conservator under this code or, if there is no person or entity willing
24 to act as a conservator, under the Welfare and Institutions Code.

25 (c) The preference for any nominee for appointment under
26 paragraphs (2), (3), and (4) of subdivision (b) is subordinate to the
27 preference for any other parent, child, brother, or sister in that
28 class.

29 SEC. 31. Section 1813 of the Probate Code is amended to read:

30 1813. (a) (1) The spouse of a proposed conservatee may not
31 petition for the appointment of a conservator for a spouse or be
32 appointed as conservator of the person or estate of the proposed
33 conservatee unless the petitioner alleges in the petition for
34 appointment as conservator, and the court finds, that the spouse is
35 not a party to any action or proceeding against the proposed
36 conservatee for legal separation of the parties, dissolution of
37 marriage, or adjudication of nullity of their marriage. However, if
38 the court finds by clear and convincing evidence that the
39 appointment of the spouse, who is a party to an action or
40 proceeding against the proposed conservatee for legal separation

1 of the parties, dissolution of marriage, or adjudication of nullity
2 of their marriage, or has obtained a judgment in any of these
3 proceedings, is in the best interests of the proposed conservatee,
4 the court may appoint the spouse.

5 (2) Prior to making this appointment, the court shall appoint
6 counsel to consult with and advise the conservatee, and to report
7 to the court his or her findings concerning the suitability of
8 appointing the spouse as conservator.

9 (b) The spouse of a conservatee shall disclose to the conservator,
10 or if the spouse is the conservator, shall disclose to the court, the
11 filing of any action or proceeding against the conservatee for legal
12 separation of the parties, dissolution of marriage, or adjudication
13 of nullity of the marriage, within 10 days of the filing of the action
14 or proceeding by filing a notice with the court and serving the
15 notice according to the notice procedures under this title. The court
16 may, upon receipt of the notice, set the matter for hearing on an
17 order to show cause why the appointment of the spouse as
18 conservator, if the spouse is the conservator, should not be
19 terminated and a new conservator appointed by the court.

20 SEC. 32. Section 2356.5 of the Probate Code is amended to
21 read:

22 2356.5. (a) The Legislature hereby finds and declares:

23 (1) That people with dementia, as defined in the last published
24 edition of the “Diagnostic and Statistical Manual of Mental
25 Disorders,” should have a conservatorship to serve their unique
26 and special needs.

27 (2) That, by adding powers to the probate conservatorship for
28 people with dementia, their unique and special needs can be met.
29 This will reduce costs to the conservatee and the family of the
30 conservatee, reduce costly administration by state and county
31 government, and safeguard the basic dignity and rights of the
32 conservatee.

33 (3) That it is the intent of the Legislature to recognize that the
34 administration of psychotropic medications has been, and can be,
35 abused by caregivers and, therefore, granting powers to a
36 conservator to authorize these medications for the treatment of
37 dementia requires the protections specified in this section.

38 (b) Notwithstanding any other law, a conservator may authorize
39 the placement of a conservatee in a secured perimeter residential
40 care facility for the elderly operated pursuant to Section 1569.698

1 of the Health and Safety Code, and which has a care plan that
2 meets the requirements of Section 87705 of Title 22 of the
3 California Code of Regulations, upon a court’s finding, by clear
4 and convincing evidence, of all of the following:

5 (1) The conservatee has dementia, as defined in the last
6 published edition of the “Diagnostic and Statistical Manual of
7 Mental Disorders.”

8 (2) The conservatee lacks the capacity to give informed consent
9 to this placement and has at least one mental function deficit
10 pursuant to subdivision (a) of Section 811, and this deficit
11 significantly impairs the person’s ability to understand and
12 appreciate the consequences of his or her actions pursuant to
13 subdivision (b) of Section 811.

14 (3) The conservatee needs or would benefit from a restricted
15 and secure environment, as demonstrated by evidence presented
16 by the physician or psychologist referred to in paragraph (3) of
17 subdivision (f).

18 (4) The court finds that the proposed placement in a locked
19 facility is the least restrictive placement appropriate to the needs
20 of the conservatee.

21 (c) Notwithstanding any other law, a conservator of a person
22 may authorize the administration of medications appropriate for
23 the care and treatment of dementia, upon a court’s finding, by clear
24 and convincing evidence, of all of the following:

25 (1) The conservatee has dementia, as defined in the last
26 published edition of the “Diagnostic and Statistical Manual of
27 Mental Disorders.”

28 (2) The conservatee lacks the capacity to give informed consent
29 to the administration of medications appropriate to the care of
30 dementia, and has at least one mental function deficit pursuant to
31 subdivision (a) of Section 811, and this deficit or deficits
32 significantly impairs the person’s ability to understand and
33 appreciate the consequences of his or her actions pursuant to
34 subdivision (b) of Section 811.

35 (3) The conservatee needs or would benefit from appropriate
36 medication as demonstrated by evidence presented by the physician
37 or psychologist referred to in paragraph (3) of subdivision (f).

38 (d) Pursuant to subdivision (b) of Section 2355, in the case of
39 a person who is an adherent of a religion whose tenets and practices
40 call for a reliance on prayer alone for healing, the treatment

1 required by the conservator under subdivision (c) shall be by an
2 accredited practitioner of that religion in lieu of the administration
3 of medications.

4 (e) A conservatee who is to be placed in a facility pursuant to
5 this section shall not be placed in a mental health rehabilitation
6 center as described in Section 5675 of the Welfare and Institutions
7 Code, or in an institution for mental disease as described in Section
8 5900 of the Welfare and Institutions Code.

9 (f) A petition for authority to act under this section shall be
10 governed by Section 2357, except:

11 (1) The conservatee shall be represented by an attorney pursuant
12 to Chapter 4 (commencing with Section 1470) of Part 1.

13 (2) The conservatee shall be produced at the hearing, unless
14 excused pursuant to Section 1893.

15 (3) The petition shall be supported by a declaration of a licensed
16 physician, or a licensed psychologist within the scope of his or her
17 licensure, regarding each of the findings required to be made under
18 this section for any power requested, except that the psychologist
19 has at least two years of experience in diagnosing dementia.

20 (4) The petition may be filed by any of the persons designated
21 in Section 1891.

22 (g) The court investigator shall annually investigate and report
23 to the court every two years pursuant to Sections 1850 and 1851
24 if the conservator is authorized to act under this section. In addition
25 to the other matters provided in Section 1851, the conservatee shall
26 be specifically advised by the investigator that the conservatee has
27 the right to object to the conservator's powers granted under this
28 section, and the report shall also include whether powers granted
29 under this section are warranted. If the conservatee objects to the
30 conservator's powers granted under this section, or the investigator
31 determines that some change in the powers granted under this
32 section is warranted, the court shall provide a copy of the report
33 to the attorney of record for the conservatee. If no attorney has
34 been appointed for the conservatee, one shall be appointed pursuant
35 to Chapter 4 (commencing with Section 1470) of Part 1. The
36 attorney shall, within 30 days after receiving this report, do one
37 of the following:

38 (1) File a petition with the court regarding the status of the
39 conservatee.

1 (2) File a written report with the court stating that the attorney
2 has met with the conservatee and determined that the petition
3 would be inappropriate.

4 (h) A petition to terminate authority granted under this section
5 shall be governed by Section 2359.

6 (i) Nothing in this section shall be construed to affect a
7 conservatorship of the estate of a person who has dementia.

8 (j) Nothing in this section shall affect the laws that would
9 otherwise apply in emergency situations.

10 (k) Nothing in this section shall affect current law regarding the
11 power of a probate court to fix the residence of a conservatee or
12 to authorize medical treatment for any conservatee who has not
13 been determined to have dementia.

14 SEC. 33. Section 6401 of the Probate Code is amended to read:

15 6401. (a) As to community property, the intestate share of the
16 surviving spouse is the one-half of the community property that
17 belongs to the decedent under Section 100.

18 (b) As to quasi-community property, the intestate share of the
19 surviving spouse is the one-half of the quasi-community property
20 that belongs to the decedent under Section 101.

21 (c) As to separate property, the intestate share of the surviving
22 spouse is as follows:

23 (1) The entire intestate estate if the decedent did not leave any
24 surviving issue, parent, brother, sister, or issue of a deceased
25 brother or sister.

26 (2) One-half of the intestate estate in the following cases:

27 (A) Where the decedent leaves only one child or the issue of
28 one deceased child.

29 (B) Where the decedent leaves no issue, but leaves a parent or
30 parents or their issue or the issue of either of them.

31 (3) One-third of the intestate estate in the following cases:

32 (A) Where the decedent leaves more than one child.

33 (B) Where the decedent leaves one child and the issue of one
34 or more deceased children.

35 (C) Where the decedent leaves issue of two or more deceased
36 children.

37 SEC. 34. Section 21189.2 of the Public Resources Code is
38 amended to read:

1 21189.2. The Judicial Council shall report to the Legislature
2 on or before January 1, 2017, on the effects of this chapter on the
3 administration of justice.

4 SEC. 35. Chapter 4.2 (commencing with Section 10830) of
5 Part 2 of Division 9 of the Welfare and Institutions Code is
6 repealed.

7 SEC. 36. No reimbursement is required by this act pursuant to
8 Section 6 of Article XIII B of the California Constitution because
9 a local agency or school district has the authority to levy service
10 charges, fees, or assessments sufficient to pay for the program or
11 level of service mandated by this act, within the meaning of Section
12 17556 of the Government Code.