

AMENDED IN ASSEMBLY MAY 9, 2024

AMENDED IN ASSEMBLY APRIL 10, 2024

AMENDED IN ASSEMBLY APRIL 1, 2024

CALIFORNIA LEGISLATURE—2023–24 REGULAR SESSION

ASSEMBLY BILL

No. 3281

**Introduced by Committee on Judiciary (Assembly Members
Kalra (Chair), Bauer-Kahan, Bryan, Connolly, Haney,
Maienschein, McKinnor, Pacheco, and Reyes)**

February 29, 2024

An act to amend Sections 17209, 17511.3, 17511.12, 17536.5, 17550.11, 17550.16, 17550.20, and 17550.43 of the Business and Professions Code, to amend Sections 56.101, 1459.5, 1632, 1812.117, 2982.12, and 3339 of, and to add Sections 1788.94 and 1788.106 to, the Civil Code, to amend Sections 397.5, 399, ~~659~~, and ~~1284~~ and 659 of the Code of Civil Procedure, to amend Sections 12930 and 53165.1 of the Government Code, to amend Sections 102155, 103225, and 103230 of the Health and Safety Code, to amend Section 1209 of the Probate Code, and to amend Section 12203 of the Vehicle Code, relating to state government.

LEGISLATIVE COUNSEL'S DIGEST

AB 3281, as amended, Committee on Judiciary. Judiciary omnibus.

(1) Existing law establishes the Department of Justice in the state government, under the direction and control of the Attorney General. Existing law authorizes the Attorney General to arrange and classify the work of the Department of Justice and to consolidate, abolish, or create divisions, bureaus, branches, sections, or units within the department. Various provisions of existing law governing contracts in

restraint of trade; false advertising; the regulation of telephonic sellers, sellers of travel, and discount buying organizations, as those terms are defined; and the payment of eligible claims by the Consumer Motor Recovery Corporation, refer to the Consumer Law Section within the Department of Justice.

This bill would update obsolete references to the Consumer Law Section within the Department of Justice in the above-described provisions to instead refer to the Consumer Protection Section. The bill would also make various nonsubstantive changes to these provisions.

(2) Existing law, the Confidentiality of Medical Information Act (CMIA), generally prohibits a provider of health care, a health care service plan, or a contractor from disclosing medical information regarding a patient, enrollee, or subscriber without first obtaining an authorization, unless a specified exception applies. The CMIA requires every provider of health care, health care service plan, pharmaceutical company, or contractor who, among other things, maintains or stores medical information to do so in a manner that preserves the confidentiality of the information contained therein. Existing law requires specified businesses that electronically store or maintain medical information on the provision of sensitive services on behalf of a provider of health care, health care service plan, pharmaceutical company, contractor, or employer to develop capabilities, policies, and procedures, on or before July 1, 2024, to enable certain security features, including limiting user access privileges and segregating medical information related to gender affirming care, abortion and abortion-related services, and contraception, as specified. Existing law provides that this requirement does not apply to a provider of health care, as defined.

This bill would provide that the requirement for specified businesses to enable certain security features as described above does not apply to a contractor or health service plan, as defined.

(3) Existing law authorizes a plaintiff, who prevails in a cause of action against a defendant pursuant to specified federal law on the preservation of consumer claims and defenses, to claim attorney's fees, costs, and expenses, as prescribed.

Existing law requires a person engaged in a trade or business who negotiates primarily in specified languages in the course of engaging in certain business agreements to provide the other party to the contract or agreement a translation of the contract or agreement in the language in which it was negotiated.

Existing law, the Educational Debt Collection Practices Act, prohibits a school, as defined, from refusing to provide a transcript for a current or former student on the grounds that the student owes a debt and from taking related debt collection actions.

Existing law regarding student loans prohibits a person from engaging in certain abusive acts or practices when servicing a student loan in this state and provides various remedies for a violation of these provisions.

Existing law, the Automobile Sales Finance Act, authorizes a guaranteed asset protection waiver, as specified, to be offered, sold, or provided to a buyer or administered in connection with a conditional sale contract only in compliance with specified provisions.

Existing law makes a legislative finding that all protections, rights, and remedies available under state law, except as specified, are available to all individuals regardless of immigration status who have applied for employment or who are or have been employed in this state, as prescribed.

This bill would provide that a waiver of any of the above-described provisions is contrary to public policy and is void and unenforceable.

(4) Existing law, in a proceeding for dissolution or nullity of marriage or legal separation of the parties under the Family Code, authorizes a court to transfer the proceedings to the county of residence of either party when it appears that both the petitioner and the respondent have moved from the county rendering the order. Existing law provides that the proper court for trial in a proceeding to enforce a child support obligation is the superior court in the county where the child resides. Existing law authorizes a court, on motion, to change the place of trial in certain cases, and requires the court to which the case is transferred to have and exercise jurisdiction over the case as if it had been originally commenced in that court.

This bill would authorize a court to transfer any proceeding under the Family Code when it appears that both the petitioner and the respondent have moved from the county rendering the order. The bill would also expand circumstances in which the transferring court of a family law action or proceeding must retain jurisdiction to make orders to prevent immediate danger or irreparable harm to a party or the children involved in the matter or immediate loss or damage to property subject to disposition in the matter if another court has not yet assumed jurisdiction over the proceeding.

(5) Existing law requires the party intending to move for a new trial to file a notice of intention to move for a new trial, as specified, either

before the entry of judgment or within 15 days of the date of mailing notice of entry of judgment by the clerk of the court or service by any party of written notice of entry of judgment, or within 180 days after the entry of judgment, whichever is earliest.

This bill would revise the requirement to file a notice of intention to move for a new trial from within 15 days of the date of mailing notice of entry of judgment to within 15 days of serving the notice.

~~(6) Under existing law, a written agreement to submit to arbitration an existing controversy or a controversy thereafter arising is valid, enforceable, and irrevocable, except as specified.~~

~~This bill would specify that the above provision applies only if the arbitration agreement is valid, enforceable, and irrevocable pursuant to the Federal Arbitration Act.~~

~~(7)~~

(6) Existing law, the California Fair Employment and Housing Act, establishes the Civil Rights Department within the Business, Consumer Services, and Housing Agency, under the direction of the Director of Civil Rights, to enforce civil rights laws with respect to housing and employment and to protect and safeguard the right of all persons to obtain and hold employment without discrimination based on specified characteristics or status. Existing law prescribes various functions, duties, and powers of the department, including, among others, to bring prescribed civil actions for violations of specified federal civil rights and antidiscrimination laws.

This bill would authorize the department to bring civil actions for violations of the federal Age Discrimination in Employment Act of 1967. The bill would also make technical changes to these provisions.

~~(8)~~

(7) Existing law prohibits a local agency from promulgating, enforcing, or implementing an ordinance, rule, policy, program, or regulation that does specified actions related to a tenancy.

This bill would make a technical, nonsubstantive change to this provision.

~~(9)~~

(8) Existing law defines “absence of conflicting information relative to parentage” to include entries such as “unknown,” “not given,” “refused to state,” or “obviously fictitious names.”

This bill would clarify that “absence of conflicting information relative to parentage” means the absence of conflicting information relative to

the existence or nonexistence of a parent and child relationship, as defined.

(10)

(9) Existing law authorizes a person asserting that the error exists in any certificate of birth, death, fetal death, or marriage already registered, to make an affidavit under oath stating the changes necessary to make the record correct, which must be supported by the affidavit of one other credible person having knowledge of the facts, and file it with the state or local registrar.

This bill would clarify that those facts include, but are not limited to, the correction of typographical, spelling, or statistical errors.

Existing law makes these provisions applicable to a certificate of birth only in the absence of conflicting information relating to parentage on the originally registered certificate.

This bill would require that an amendment of a certificate of birth would only be available in the absence of conflicting information relative to the existence or nonexistence of a parent and child relationship, as defined, on the originally registered certificate of birth.

(11)

(10) Existing law requires a notice that is required to be given to the State of California in connection with a proceeding under the Probate Code to be given to the Attorney General, as specified. Existing appellate case law holds that a party who receives notice of, but who fails to participate in, court-ordered mediation is bound by the result.

This bill would declare that the Attorney General does not waive the right to object to a proposed settlement that adversely impacts a charitable gift by failing to appear at a mediation, a mandatory settlement conference, or another court-ordered alternative dispute resolution proceeding related to that settlement.

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

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

1 SECTION 1. Section 17209 of the Business and Professions
2 Code is amended to read:
3 17209. If a violation of this chapter is alleged or the application
4 or construction of this chapter is in issue in any proceeding in the
5 Supreme Court of California, a state court of appeal, or the
6 appellate division of a superior court, each person filing any brief

1 or petition with the court in that proceeding shall serve, within
2 three days of filing with the court, a copy of that brief or petition
3 on the Attorney General, directed to the attention of the Consumer
4 Protection Section at a service address designated on the Attorney
5 General's official internet website for service of papers under this
6 section or, if no service address is designated, at the Attorney
7 General's office in the City of San Francisco and on the district
8 attorney of the county in which the lower court action or
9 proceeding was originally filed. Upon the Attorney General's or
10 district attorney's request, each person who has filed any other
11 document, including all or a portion of the appellate record, with
12 the court in addition to a brief or petition shall provide a copy of
13 that document without charge to the Attorney General or the district
14 attorney within five days of the request. The time for service may
15 be extended by the Chief Justice or presiding justice or judge for
16 good cause shown. No judgment or relief, temporary or permanent,
17 shall be granted or opinion issued until proof of service of the brief
18 or petition on the Attorney General and district attorney is filed
19 with the court.

20 SEC. 2. Section 17511.3 of the Business and Professions Code
21 is amended to read:

22 17511.3. (a) Not less than 10 days before doing business in
23 this state, a telephonic seller shall register with the department by
24 filing with the Consumer Protection Section of the department the
25 information required by Section 17511.4 and a filing fee of fifty
26 dollars (\$50). A seller shall be deemed to do business in this state
27 if the seller solicits prospective purchasers from locations in this
28 state or solicits prospective purchasers who are located in this state.

29 A person claiming an exemption pursuant to paragraph (19) of
30 subdivision (d) of Section 17511.1 shall file with the Consumer
31 Protection Section of the department, in lieu of the information
32 required by subdivisions (a) to (o), inclusive, of Section 17511.4,
33 the information required by subdivision (p) of Section 17511.4
34 and a filing fee of fifty dollars (\$50).

35 The information required by Section 17511.4 shall be submitted
36 on a form provided by the Attorney General and shall be verified
37 by a declaration signed by each principal of the telephonic seller
38 under penalty of perjury. The declaration shall specify the date
39 and location of signing. Information submitted pursuant to
40 subdivision (j) or (k) of Section 17511.4 shall be clearly identified

1 and appended to the filing. The information submitted pursuant to
2 Section 17511.4 shall become part of the investigatory records and
3 intelligence information compiled by the department for law
4 enforcement purposes.

5 (b) Registration of a telephonic seller shall be valid for one year
6 from the effective date thereof and may be annually renewed by
7 making the filing required by Section 17511.4 and paying a filing
8 fee of fifty dollars (\$50).

9 (c) Whenever, before expiration of a seller's annual registration,
10 there is a material change in the information required by Section
11 17511.4, the seller shall, within 10 days, file an addendum updating
12 the information with the Consumer Protection Section of the
13 department. However, changes in salespersons soliciting on behalf
14 of a seller shall be updated by addendums filed, if necessary, in
15 quarterly intervals computed from the effective date of registration.
16 The addendum shall provide the required information for all
17 salespersons who are currently soliciting or have solicited on behalf
18 of the seller at any time during the period between the filing of the
19 registration, or the last addendum, and the current addendum, and
20 shall include salespersons no longer soliciting for the seller as of
21 the date of the filing of the current addendum.

22 (d) Upon receipt of a filing and filing fee pursuant to subdivision
23 (a) or (b), the department shall send the telephonic seller a written
24 confirmation of receipt of the filing. If the seller has more than
25 one business location, the written confirmation shall be sent to the
26 principal business location identified in the seller's filing in
27 sufficient number so that the seller has receipt of filing, within 10
28 days of receipt thereof, in a conspicuous place at each of the seller's
29 business locations and shall have available for inspection by any
30 governmental agency at each location a copy of the entire
31 registration statement which has been filed with the department.
32 Until confirmation of receipt of filing is received and posted, the
33 seller shall post in a conspicuous place at each of the seller's
34 business locations within this state a copy of the first page of the
35 registration form sent to the department. The seller shall also post
36 in close proximity to either the confirmation of receipt of filing,
37 or until the confirmation is received, the first page of the submitted
38 registration form, the name of the individual or individuals in
39 charge of each location from which the seller does business in this
40 state, as defined in subdivision (a).

1 SEC. 3. Section 17511.12 of the Business and Professions
2 Code is amended to read:

3 17511.12. (a) Every telephonic seller shall maintain a bond
4 issued by a surety company admitted to do business in this state.
5 The bond shall be in the amount of one hundred thousand dollars
6 (\$100,000) in favor of the State of California for the benefit of any
7 person suffering pecuniary loss in a transaction commenced during
8 the period of bond coverage with a telephonic seller who violated
9 this chapter. The bond shall include coverage for the payment of
10 the portion of any judgment, including a judgment entered pursuant
11 to Section 17203 or 17535, that provides for restitution to any
12 person suffering pecuniary loss, notwithstanding whether the surety
13 is joined or served in the action or proceeding. A copy of the bond
14 shall be filed with the Consumer Protection Section of the
15 Department of Justice. This bond may not be required of any cable
16 television operator franchised or licensed pursuant to Section 53066
17 of the Government Code.

18 (b) (1) At least 10 days before the inception of any promotion
19 offering a premium with an actual market value or advertised value
20 of five hundred dollars (\$500) or more, the telephonic seller shall
21 notify the Attorney General in writing of the details of the
22 promotion, describing the premium, its current market value, the
23 value at which it is advertised or held out to the customer, and the
24 date the premium shall be awarded. All premiums offered shall be
25 awarded. The telephonic seller shall maintain an additional bond
26 for the total current market value or advertised value, whichever
27 is greater, of the premiums held out or advertised to be available
28 to a purchaser or recipient. A copy of the bond shall be filed with
29 the Consumer Protection Section of the Department of Justice.
30 The bond shall be for the benefit of any person entitled to the
31 premium who did not receive it within 30 days of the date disclosed
32 to the Attorney General as the date on which the premium would
33 be awarded. The amount paid to a person under a bond required
34 by this subdivision may not exceed the greater of the current market
35 value or advertised or represented value of the premium offered
36 to that person. The bond shall include coverage for the payment
37 of any judgment, including a judgment entered pursuant to Section
38 17203 or 17535, that provides for payment of the value of
39 premiums that were not timely awarded, notwithstanding whether
40 the surety is joined or served in the action or proceeding. The bond

1 shall also provide for payment upon motion by the Attorney
2 General pursuant to subdivision (d) in the event the seller fails to
3 provide the Attorney General with proof of the award of premiums
4 as required in paragraph (2).

5 (2) Within 45 days after the date disclosed to the Attorney
6 General for the award of premiums, the seller shall provide to the
7 Attorney General proof that all premiums were awarded. The proof
8 shall include the names, addresses, and telephone numbers of the
9 recipients of the premiums and the date or dates on which the
10 premiums were awarded. The bond shall be maintained until the
11 seller files proof with the Attorney General as required by this
12 subdivision or until payment of the amount of the bond is ordered
13 pursuant to subdivision (d).

14 (c) (1) In addition to any other means for the enforcement of
15 the surety's liability on a bond required by this section, the surety's
16 liability on the bond may be enforced by motion, as provided in
17 this subdivision, after a judgment has been obtained against the
18 seller.

19 (2) The Attorney General, district attorney, city attorney, or any
20 other person who obtained a judgment for restitution against the
21 seller, as described in subdivision (a), may file a motion in the
22 court that entered the judgment to enforce liability on the bond
23 without first attempting to enforce the judgment against any party
24 liable under the judgment.

25 (3) The notice of motion, the motion, and a copy for the
26 judgment shall be served on the surety as provided in Chapter 5
27 (commencing with Section 1010) of Title 14 of Part 2 of the Code
28 of Civil Procedure. The notice shall set forth the amount of the
29 claim and a brief statement indicating that the claim is covered by
30 the bond. Service shall also be made on the Consumer Protection
31 Section of the Department of Justice.

32 (4) The court shall grant the motion unless the surety establishes
33 that the claim is not covered by the bond, or the court sustains an
34 objection made by the Attorney General that the grant of the motion
35 might impair the rights of actual or potential claimants or is not in
36 the public interest.

37 (d) (1) In addition to any other means for the enforcement of
38 the surety's liability on a bond required by subdivision (b), the
39 surety's liability on the bond may be enforced by motion as
40 provided in this subdivision.

1 (2) The Attorney General, district attorney, city attorney, or any
2 person who claims the premium, may file a motion in the superior
3 court of the county from which the seller made an offer of a
4 premium, in which the seller maintains any office or place of
5 business, or in which an offeree of the premium resides, or in any
6 other court of competent jurisdiction. The motion shall set forth
7 the nature of the seller's offer, the greater of the current market
8 value or advertised or represented value of the premium, the date
9 by which the premium should have been awarded, and the fact
10 that the premium was not awarded as represented.

11 (3) The notice of motion and motion shall be served on the
12 surety as provided in Chapter 5 (commencing with Section 1010)
13 of Title 14 of Part 2 of the Code of Civil Procedure.

14 (4) The court shall grant the motion unless the surety establishes
15 that the claim is untrue or is not covered by the bond.

16 (5) The Attorney General may file a motion in the superior court
17 of the county from which the seller made an offer of a premium,
18 or in which an offeree of a premium resides, or in any other court
19 of competent jurisdiction, for the payment of the entire bond if the
20 seller fails to file proof with the Attorney General of the award of
21 all premiums as required by paragraph (2) of subdivision (b). The
22 notice of motion and motion shall be served as provided in Chapter
23 5 (commencing with Section 1010) of Title 14 of Part 2 of the
24 Code of Civil Procedure. The motion shall be granted if the
25 Attorney General establishes that the seller failed to file proof of
26 making the timely award of all premiums. The recovery on the
27 bond shall be distributed pro rata to the promised recipients of the
28 premiums to the extent their identity is actually known to the
29 Attorney General at the time payment is made by the surety. The
30 balance of the recovery shall be paid to any judicially established
31 consumer protection trust fund designated by the Attorney General
32 or as directed by the court under the cy pres doctrine.

33 (e) No stay of a motion filed pursuant to this section may be
34 granted pending the determination of conflicting claims among
35 beneficiaries. An order enforcing liability on a bond may be
36 enforced in the same manner as a money judgment pursuant to
37 Title 9 (commencing with Section 680.010) of Part 2 of the Code
38 of Civil Procedure. Nothing herein affects the rights of the surety
39 against the principal.

1 (f) The surety is not liable on the bond for payment of a
2 judgment against a seller for any violation of this chapter unless
3 the action or proceeding is filed within two years after the
4 cancellation or termination of the bond, the termination of the
5 seller's registration, or the seller's cessation of business, whichever
6 is later.

7 (g) The surety is not liable on a motion made pursuant to
8 subdivision (d) unless the motion is filed within two years of the
9 date on which the seller represented the premium was to have been
10 awarded.

11 (h) For the purpose of this section, "judgment" includes a final
12 order in a proceeding for the termination of telephone service
13 pursuant to Public Utilities Commission Tariff Rule 31.

14 (i) Chapter 2 (commencing with Section 995.010) of Title 14
15 of Part 2 of the Code of Civil Procedure shall apply to the
16 enforcement of a bond given pursuant to this section except to the
17 extent of any inconsistency with this section, in which event this
18 section shall apply.

19 SEC. 4. Section 17536.5 of the Business and Professions Code
20 is amended to read:

21 17536.5. If a violation of this chapter is alleged or the
22 application or construction of this chapter is in issue in any
23 proceeding in the Supreme Court of California, a state court of
24 appeal, or the appellate division of a superior court, each person
25 filing any brief or petition with the court in that proceeding shall
26 serve, within three days of filing with the court, a copy of that brief
27 or petition on the Attorney General, directed to the attention of the
28 Consumer Protection Section at a service address designated on
29 the Attorney General's official internet website for service of
30 papers under this section or, if no service address is designated, at
31 the Attorney General's office in the City of San Francisco and on
32 the district attorney of the county in which the lower court action
33 or proceeding was originally filed. Upon the Attorney General's
34 or district attorney's request, each person who has filed any other
35 document, including all or a portion of the appellate record, with
36 the court in addition to a brief or petition shall provide a copy of
37 that document without charge to the Attorney General or the district
38 attorney within five days of the request. The time for service may
39 be extended by the Chief Justice or presiding justice or judge for
40 good cause shown. No judgment or relief, temporary or permanent,

1 shall be granted or opinion issued until proof of service of the
2 petition or brief on the Attorney General and district attorney is
3 filed with the court.

4 SEC. 5. Section 17550.11 of the Business and Professions
5 Code is amended to read:

6 17550.11. (a) "Adequate bond" means a bond executed by an
7 admitted surety insurer in an amount at all times no less than at
8 least equal to the amount required to be held in a trust account
9 pursuant to Section 17550.15 by any seller of travel in conjunction
10 with such transportation, for the benefit of every passenger who
11 sustains a monetary loss as a result of any violation of this article
12 by a seller of travel or any failure by a seller of travel or by any
13 official, agent, or employee of the seller of travel acting in the
14 course or scope of their employment or agency. A seller of travel
15 filing the bond shall maintain the bond in force in the proper
16 amount as a condition of continuing to engage in business. The
17 admitted surety insurer issuing the bond shall provide 30 days'
18 written notice before cancellation or termination of the bond to
19 the seller of travel filing the bond and the office of the Attorney
20 General, Consumer Protection Section. Cancellation of the bond
21 shall not limit or exonerate the surety insurer from claims against
22 the bond arising during the period it was in force.

23 (b) No passenger may recover upon the bond a sum greater than
24 that which the passenger paid to the seller of travel, provided that
25 this limitation shall not restrict a passenger from recovering sums
26 greater than those paid to the seller of travel from sources other
27 than the bond.

28 SEC. 6. Section 17550.16 of the Business and Professions
29 Code is amended to read:

30 17550.16. (a) A seller of travel is exempt from the
31 requirements of subdivisions (a) to (f), inclusive, of Section
32 17550.15 for all transactions in which the seller of travel is in
33 compliance with paragraphs (1) to (6), inclusive, or with paragraph
34 (7).

35 (1) The seller of travel sells, provides, furnishes, contracts for,
36 or arranges air or sea transportation in transactions with persons
37 in California, only from locations in California, and the air or sea
38 transportation or travel services are to be furnished by (A) a
39 registered seller of travel that is in compliance with this article and

1 Article 2.7 (commencing with Section 17550.35) or (B) an air or
2 sea carrier.

3 (2) The seller of travel forwards the passenger's funds, without
4 offsetting or reducing the amount forwarded by any amounts due
5 or claimed in connection with any other transaction, to (A) the
6 provider of the transportation or travel services, (B) the Airlines
7 Reporting Corporation, (C) the trust account identified in the
8 registration of the seller of travel to whom the funds are forwarded,
9 or (D) a registered seller of travel whose registration states that
10 the registered seller is exempt pursuant to subdivision (b) or (c)
11 from the requirements of Section 17550.15, and the seller of travel
12 who forwards funds pursuant to subparagraph (C) or (D) obtains
13 and keeps a copy of the registration referred to in subparagraph
14 (C) or (D).

15 (3) The seller of travel is an officially appointed agent in good
16 standing of the Airlines Reporting Corporation and the air
17 transportation, if any, is sold to the passenger pursuant to that
18 agency appointment.

19 (4) The seller of travel has been in business under the same
20 ownership for a period of three years, unless acquired or formed
21 by a registered seller of travel that has been in business under the
22 same ownership for a period of three years. For the purposes of
23 this paragraph, the following shall not constitute a change in
24 ownership:

25 (A) Any structural change involving a change in the type of
26 entity, such as from a corporation to a partnership, and not
27 involving the addition of any new, underlying ownership interest.

28 (B) The deletion of any owner or ownership interest.

29 (5) The seller of travel sells, provides, furnishes, contracts for,
30 or arranges air or sea transportation or travel services only at retail
31 directly to the general public and not through any other seller of
32 travel, all of which air or sea transportation and travel services are
33 to be furnished by other, unrelated providers or sellers of travel.

34 (6) The seller of travel is in compliance with the requirements
35 of Section 17550.20 and Article 2.7 (commencing with Section
36 17550.35). Any seller of travel seeking to qualify for this
37 exemption shall provide all information necessary for the Attorney
38 General or their delegate to determine that the seller of travel meets
39 the criteria set forth in paragraphs (1) to (6), inclusive.

1 (7) A seller of travel in a transaction where the air or sea
2 transportation or travel services are furnished by a business entity
3 that (A) is located and providing transportation or travel services
4 outside of the United States and (B) is not in compliance with the
5 provisions of this article is exempt from the requirements of Section
6 17550.15 for that transaction if the seller of travel obtains each
7 passenger's written acknowledgment of receiving, before making
8 any payment, a clear, conspicuous, and complete written disclosure
9 that the provider of transportation or travel services is not in
10 compliance with the Seller of Travel Law and the transaction is
11 not covered by the Travel Consumer Restitution Fund, and of the
12 attendant risks and consequences thereof.

13 (8) If the Attorney General or their delegate finds, pursuant to
14 Section 17550.52, that the Travel Consumer Restitution
15 Corporation has failed or ceased to operate, a seller of travel who
16 was a participant in the Travel Consumer Restitution Fund shall
17 no longer be exempt from compliance with the requirements of
18 ~~Section Sections~~ 17550.15 and 17550.17.

19 If Article 2.7 (commencing with Section 17550.35) ceases to
20 operate for any reason, including, but not limited to, repeal pursuant
21 to former Section 17550.59, no seller of travel shall be exempt
22 from compliance with the requirements of Sections 17550.15 and
23 17550.17 unless in compliance with subdivision (b) or (c).

24 (b) A seller of travel who is a participant, with respect to all
25 sales of air or sea transportation and travel services, in a Consumer
26 Protection Deposit Plan that meets the criteria of paragraphs (1)
27 to (3), inclusive, and who complies with paragraph (4) need not
28 comply with Section 17550.15.

29 (1) The plan is operated and administered by an entity who
30 demonstrates to the satisfaction of the Attorney General or their
31 delegate that the operating and administering entity is competent
32 and reliable and that the plan will achieve fully the purposes and
33 objectives of this article. Each approved plan shall include
34 provisions requiring that each participating seller of travel (A) has
35 been engaged in business as a seller of travel in the United States
36 under the same ownership for not less than three years, unless
37 acquired or formed by a seller of travel already participating and
38 in good standing in the plan, and (B) has deposited with the
39 administrator of the plan a minimum of one million dollars
40 (\$1,000,000) in security in the form of a bond, letter of credit, or

1 certificate of deposit, which security shall be (i) in favor solely of
2 the plan, (ii) held by the plan pursuant to the terms of the plan,
3 (iii) used solely to refund passenger payments or deposits or to
4 complete tours, and (iv) payable solely in the event that (I) the
5 seller of travel fails to refund passenger payments or deposits due
6 as a result of the bankruptcy, insolvency, or cessation of operations
7 of the seller of travel or after the cancellation or material failure
8 by the seller of travel to complete performance of the passenger's
9 transportation or travel services or (II) the seller of travel fails to
10 replace the security with another meeting the criteria set forth in
11 subparagraph (B) no later than 30 days before its expiration.

12 (2) Claims filed against the Consumer Protection Deposit Plan
13 are decided within 45 days of receipt and paid within 30 days of
14 decision.

15 (3) The Consumer Protection Deposit Plan has been reviewed
16 and approved in writing by the Attorney General or their delegate
17 as meeting the criteria set forth above, including a finding that the
18 plan will effectuate the purposes of this article. Should the
19 approved plan cease to provide the consumer protections set forth
20 in paragraph (1), the Attorney General or their delegate shall revoke
21 their approval immediately. Upon that revocation, the seller of
22 travel shall no longer be exempt from compliance with the
23 requirements of Sections 17550.15 and 17550.17.

24 (4) Any participant in a Consumer Protection Deposit Plan
25 seeking to qualify for this exemption shall provide all information
26 necessary for the Attorney General or their delegate to determine
27 (A) that the Consumer Protection Deposit Plan in which the seller
28 of travel is a participant meets the criteria set forth in paragraphs
29 (1), (2), and (3), (B) that the seller of travel is a participant in full
30 compliance with the terms and conditions of an approved consumer
31 protection deposit plan, and (C) provide a written agreement from
32 the authorized representative of the Consumer Protection Deposit
33 Plan in which the plan administrator agrees to give the office of
34 the Attorney General, Consumer Protection Section, immediate
35 written and telephonic notice in the event of termination of the
36 seller of travel's participation in the plan.

37 (c) A seller of travel who utilizes for all transactions a Consumer
38 Protection Escrow Plan which meets the criteria of paragraphs (1)
39 to (6), inclusive, and who complies with paragraph (7) is exempt
40 from the requirements of Section 17550.15.

1 (1) The plan is operated and administered as escrow holder by
2 a federally insured bank that demonstrates to the Attorney General
3 or their delegate that the manner in which it will administer the
4 plan will be consistent with the purposes of this article. Each
5 approved escrow plan shall include provisions requiring that all
6 air tickets sold by participants in the plan be issued through the
7 Airlines Reporting Corporation.

8 (2) All funds delivered to the escrow holder, by cash, check,
9 charge card, or otherwise, are held and disbursed by the escrow
10 holder for the benefit of, and to protect the interests of, the
11 passenger.

12 (3) All funds are separately accounted for by booking number
13 and passenger name.

14 (4) Claims filed against the escrow plan are decided within 45
15 days of receipt and paid within 30 days of decision.

16 (5) All passenger funds are to be delivered to the escrow holder
17 as required by Section 17550.15.

18 (6) The Consumer Protection Escrow Plan has been reviewed
19 and approved in writing by the Attorney General or their delegate
20 as meeting the criteria set forth herein, including a finding that the
21 plan will effectuate the purposes and objectives of this article.
22 Should the approved plan cease to provide the consumer
23 protections set forth in paragraphs (1) to (5), inclusive, the Attorney
24 General or their delegate shall revoke their approval of the plan
25 immediately. Upon that revocation, the seller of travel shall no
26 longer be exempt from compliance with the requirements of
27 Sections 17550.15 and 17550.17.

28 (7) Any participant in a consumer protection plan seeking to
29 qualify for this exemption shall provide all information necessary
30 for the Attorney General or their delegate to (A) determine that
31 the Consumer Protection Escrow Plan in which the seller of travel
32 is a participant meets the criteria set forth in paragraphs (1) to (6),
33 inclusive, (B) determine that the seller of travel is a participant in
34 full compliance with the terms and conditions of an approved
35 Consumer Protection Escrow Plan, and (C) provide a written
36 agreement from the authorized representative of the Consumer
37 Protection Escrow Plan in which the plan administrator agrees to
38 give the office of the Attorney General, Consumer Protection
39 Section, immediate written and telephonic notice in the event of
40 termination of the seller of travel's participation in the plan.

1 SEC. 7. Section 17550.20 of the Business and Professions
2 Code is amended to read:

3 17550.20. (a) (1) Not less than 10 days before doing business
4 in this state, a seller of travel shall apply for registration with the
5 office of the Attorney General by filing with the Consumer
6 Protection Section the information required by Section 17550.21
7 and paying the following fees, as applicable:

8 (A) A filing fee of one hundred dollars (\$100) for each location
9 from which the seller of travel conducts business.

10 (B) A late fee of five dollars (\$5) per day, up to a maximum of
11 five hundred dollars (\$500), for each day after the time specified
12 by this section until the filing fee and the information required by
13 Section 17550.21 are received.

14 (2) A seller of travel may annually renew its registration by
15 making the filing required by Section 17550.21 and paying the
16 filing fees and late fees required by paragraph (1).

17 (3) A registration shall not be issued, approved, or renewed until
18 the late fee, the filing and late fees for each year the seller of travel
19 operated without being registered, and any outstanding assessments
20 due to the Travel Consumer Restitution Corporation as required
21 by Sections 17550.43 and 17550.44 have been paid.

22 (4) A seller of travel shall be deemed to do business in this state
23 if the seller of travel solicits business from locations in this state
24 regardless of the geographic location of the prospective purchaser
25 including persons located outside of this state or the country or
26 solicits prospective purchasers who are located in this state.

27 (b) Registration shall be valid for one year from the effective
28 date thereof shown on the registration issued by the office of the
29 Attorney General.

30 (c) Whenever, before expiration of a seller of travel's annual
31 registration, there is a material change in the information required
32 by Section 17550.21, the seller of travel shall, within 10 days, file
33 an addendum updating the information with the Consumer
34 Protection Section of the office of the Attorney General.

35 (d) (1) Not less than 10 days before the transfer or sale of any
36 interest in a seller of travel, the selling or transferring owner shall
37 file with the office of the Attorney General, Seller of Travel
38 Program, a notice of encumbrance, sale, or transfer of ownership,
39 using a form provided for that purpose by the office of the Attorney

1 General. The notice shall provide the information required pursuant
2 to subdivision (d) of Section 17550.21 as to each transferee.

3 (2) Until the time the notice of encumbrance, sale, or transfer
4 of ownership required in paragraph (1) is filed as required, the
5 selling, encumbering, or transferring owner is responsible for all
6 acts of and obligations imposed by law on the transferee sellers of
7 travel to the same extent as they would have been responsible had
8 there been no transfer, sale, or encumbrance.

9 (e) (1) The office of the Attorney General shall suspend the
10 registration of a seller of travel who does any of the following:

11 (A) Fails to make any payment required pursuant to Article 2.7
12 (commencing with Section 17550.35).

13 (B) Submits a check in payment of a registration fee or late fee
14 required by this section that is not honored by the institution on
15 which it is drawn.

16 (C) Fails to provide the file number assigned by the Secretary
17 of State or the Franchise Tax Board to the seller of travel, as
18 required by subdivision (m) of Section 17550.21.

19 (2) The Attorney General shall provide written notice to the
20 seller of travel by first-class mail at the seller of travel's place of
21 business set forth in the registration statement that the seller of
22 travel's registration has been suspended until all fees that are due
23 have been paid. The registration of the seller of travel shall be
24 suspended until all such payments due have been collected.

25 (f) The Attorney General may, at their discretion and subject to
26 supervision by the Attorney General or their delegate, contract out
27 all or any part of the processing of registrations required by this
28 section.

29 (g) This section does not apply to a person who is an individual,
30 a single-member limited liability company whose sole member is
31 an individual, or a single-shareholder "S" corporation whose sole
32 shareholder is an individual, that meets all of the following:

33 (1) Has a written contract with a registered seller of travel to
34 act on that registered seller of travel's behalf in offering or selling
35 air or sea transportation and other travel goods or services in
36 connection with the transportation.

37 (2) Acts only on behalf of a registered seller of travel with whom
38 the person has a written contract in the offer or sale to a passenger
39 of air or sea transportation and other goods or services in

1 connection with the transportation and sells no other air or sea
2 transportation or travel services to that passenger.

3 (3) Provides air or sea transportation or travel services that are
4 offered or sold pursuant to the official agency appointment of the
5 registered seller of travel with whom the person has a written
6 contract.

7 (4) Does not receive any consideration for air or sea
8 transportation or other travel services from the passenger.

9 (5) Requires the passenger to pay all consideration for air or
10 sea transportation or other travel services directly to the air carrier
11 or ocean carrier or to the registered seller of travel.

12 (6) Discloses both of the following:

13 (A) The person is acting on behalf of a registered seller of travel.
14 (B) The name, address, telephone number, and registration
15 number of the registered seller of travel on whose behalf the person
16 is acting.

17 The person shall make the disclosures required by this paragraph
18 in writing to the passenger at the same time the passenger receives
19 notice under Section 17550.13. If the person transacts business in
20 this state on the ~~Internet~~, *internet*, the disclosures also shall appear
21 on the home page of the person's *internet* website and shall be
22 prominently set forth in the first electronic mail message sent to
23 the passenger that refers to the passenger's purchase of air or sea
24 transportation or travel services.

25 (h) Whenever the Attorney General determines that a registration
26 application is accurate and complete, the application shall be
27 processed and a registration certificate shall be issued to the seller
28 of travel within 21 days.

29 SEC. 8. Section 17550.43 of the Business and Professions
30 Code is amended to read:

31 17550.43. (a) The Travel Consumer Restitution Corporation
32 shall establish and maintain an operations fund for the payment
33 of costs of operations and administration. The corporation shall
34 prepare, before its fiscal year end, an estimated annual operational
35 budget projecting the costs of operations and administration for
36 the succeeding fiscal year, excluding the amount paid for claims.

37 (b) (1) All participants making their initial payment of
38 assessments shall pay to the Travel Consumer Restitution
39 Corporation an initial, one-time seventy-five dollar (\$75)
40 assessment per location from which the participant does business

1 in the state in order to provide additional funding for the operations
2 of the corporation, as those operations are authorized by the
3 corporation's board of directors.

4 (2) All participants making their initial payment of assessments
5 shall pay to the Travel Consumer Restitution Corporation an initial,
6 one-time two hundred dollar (\$200) assessment per location from
7 which the participant does business in this state in order to provide
8 additional funding for the restitution fund.

9 (c) All participants who were sellers of travel in any year, and
10 who did not pay a Travel Consumer Restitution Corporation
11 assessment in that year shall, when making a payment of
12 assessment in a subsequent year, pay the Travel Consumer
13 Restitution Corporation all assessments for the operations of the
14 corporation and the restitution fund for the years in which they
15 were in business as were billed and paid by participants in those
16 years.

17 (d) The Travel Consumer Restitution Corporation shall establish
18 a restitution fund for the payment of claims. All claims shall be
19 paid from the restitution fund.

20 (1) The restitution fund shall be in the form of a trust account
21 maintained in the State of California with a federally insured bank
22 that shall be selected by the Board of Directors of the Travel
23 Consumer Restitution Corporation and shall be approved by the
24 office of the Attorney General. The Board of Directors of the
25 Travel Consumer Restitution Corporation or its delegate shall serve
26 as trustee.

27 (2) The restitution fund shall meet the following criteria:

28 (A) The trustee shall deposit all restitution funds received into
29 the trust account.

30 (B) The trustee shall maintain a separate accounting for
31 disbursements and collections on account of claims against each
32 participant. Quarterly reports shall be provided to the office of the
33 Attorney General, Consumer Protection Section.

34 (C) The trustee shall disburse funds from the trust as directed
35 by the Travel Consumer Restitution Corporation pursuant to
36 Section 17550.47.

37 (D) The trustee may only invest the operations fund and trust
38 funds in any of the securities described in subdivision (a) or (b)
39 of Section 16430 of the Government Code.

40 SEC. 9. Section 56.101 of the Civil Code is amended to read:

1 56.101. (a) Every provider of health care, health care service
2 plan, pharmaceutical company, or contractor who creates,
3 maintains, preserves, stores, abandons, destroys, or disposes of
4 medical information shall do so in a manner that preserves the
5 confidentiality of the information contained therein. Any provider
6 of health care, health care service plan, pharmaceutical company,
7 or contractor who negligently creates, maintains, preserves, stores,
8 abandons, destroys, or disposes of medical information shall be
9 subject to the remedies and penalties provided under subdivisions
10 (b) and (c) of Section 56.36.

11 (b) (1) An electronic health record system or electronic medical
12 record system shall do all of the following:

13 (A) Protect and preserve the integrity of electronic medical
14 information.

15 (B) Automatically record and preserve any change or deletion
16 of any electronically stored medical information. The record of
17 any change or deletion shall include the identity of the person who
18 accessed and changed the medical information, the date and time
19 the medical information was accessed, and the change that was
20 made to the medical information.

21 (2) A patient's right to access or receive a copy of the patient's
22 electronic medical records upon request shall be consistent with
23 applicable state and federal laws governing patient access to, and
24 the use and disclosures of, medical information.

25 (c) (1) A business, as described in Section 56.06, that
26 electronically stores or maintains medical information on the
27 provision of sensitive services, including, but not limited to, on
28 an electronic health record system or electronic medical record
29 system, on behalf of a provider of health care, health care service
30 plan, pharmaceutical company, contractor, or employer, shall
31 develop capabilities, policies, and procedures, on or before July
32 1, 2024, to enable all of the following:

33 (A) Limit user access privileges to information systems that
34 contain medical information related to gender affirming care,
35 abortion and abortion-related services, and contraception only to
36 those persons who are authorized to access specified medical
37 information.

38 (B) Prevent the disclosure, access, transfer, transmission, or
39 processing of medical information related to gender affirming care,

1 abortion and abortion-related services, and contraception to persons
2 and entities outside of this state in accordance to this part.

3 (C) Segregate medical information related to gender affirming
4 care, abortion and abortion-related services, and contraception
5 from the rest of the patient's record.

6 (D) Provide the ability to automatically disable access to
7 segregated medical information related to gender affirming care,
8 abortion and abortion-related services, and contraception by
9 individuals and entities in another state.

10 (2) Any fees charged to providers of health care, health care
11 service plans, pharmaceutical company, contractors, employers,
12 or patients to comply with this subdivision shall be consistent with
13 Section 171.302 of Title 45 of the Code of Federal Regulations.

14 (3) For the purposes of this subdivision, "gender affirming care"
15 means gender affirming health care and gender affirming mental
16 health care as defined in subdivision (b) of Section 16010.2 of the
17 Welfare and Institutions Code.

18 (4) This subdivision does not apply to a contractor, health care
19 service plan, or provider of health care as those terms are defined
20 in Section 56.05.

21 (d) This section shall apply to an "electronic medical record"
22 or "electronic health record" that meets the definition of "electronic
23 health record," as that term is defined in Section 17921(5) of Title
24 42 of the United States Code.

25 SEC. 10. Section 1459.5 of the Civil Code is amended to read:

26 1459.5. (a) A plaintiff who prevails on a cause of action against
27 a defendant named pursuant to Part 433 of Title 16 of the Code of
28 Federal Regulations or any successor thereto, or pursuant to the
29 contractual language required by that part or any successor thereto,
30 may claim attorney's fees, costs, and expenses from that defendant
31 to the fullest extent permissible if the plaintiff had prevailed on
32 that cause of action against the seller.

33 (b) Any waiver of subdivision (a) is contrary to public policy
34 and is void and unenforceable.

35 SEC. 11. Section 1632 of the Civil Code is amended to read:

36 1632. (a) The Legislature hereby finds and declares all of the
37 following:

38 (1) This section was enacted in 1976 to increase consumer
39 information and protections for the state's sizeable and growing
40 Spanish-speaking population.

1 (2) Since 1976, the state's population has become increasingly
2 diverse and the number of Californians who speak languages other
3 than English as their primary language at home has increased
4 dramatically.

5 (3) According to data from the American Community Survey,
6 which has replaced the decennial census for detailed socioeconomic
7 information about United States residents, approximately 15.2
8 million Californians speak a language other than English at home,
9 based on data from combined years 2009 through 2011. This
10 compares to approximately 19.6 million people who speak only
11 English at home. Among the Californians who speak a language
12 other than English at home, approximately 8.4 million speak
13 English very well, and another 3 million speak English well. The
14 remaining 3.8 million Californians surveyed do not speak English
15 well or do not speak English at all. Among this group, the five
16 languages other than English that are most widely spoken at home
17 are Spanish, Chinese, Tagalog, Vietnamese, and Korean. These
18 five languages are spoken at home by approximately 3.5 million
19 of the 3.8 million Californians with limited or no English
20 proficiency, who speak a language other than English at home.

21 (b) Any person engaged in a trade or business who negotiates
22 primarily in Spanish, Chinese, Tagalog, Vietnamese, or Korean,
23 orally or in writing, in the course of entering into any of the
24 following, shall deliver to the other party to the contract or
25 agreement, and any other person who will be signing the contract
26 or agreement, and before the execution thereof, a translation of
27 the contract or agreement in the language in which the contract or
28 agreement was negotiated, that includes a translation of every term
29 and condition in that contract or agreement:

30 (1) A contract or agreement subject to the provisions of Title 2
31 (commencing with Section 1801) of, and Chapter 2b (commencing
32 with Section 2981) and Chapter 2d (commencing with Section
33 2985.7) of Title 14 of, Part 4 of Division 3.

34 (2) A loan or extension of credit secured other than by real
35 property, or unsecured, for use primarily for personal, family, or
36 household purposes.

37 (3) A lease, sublease, rental contract or agreement, or other term
38 of tenancy contract or agreement, for a period of longer than one
39 month, covering a dwelling, an apartment, or mobilehome, or other
40 dwelling unit normally occupied as a residence.

1 (4) Notwithstanding paragraph (2), a loan or extension of credit
2 for use primarily for personal, family, or household purposes in
3 which the loan or extension of credit is subject to the provisions
4 of Article 7 (commencing with Section 10240) of Chapter 3 of
5 Part 1 of Division 4 of the Business and Professions Code, or
6 Division 7 (commencing with Section 18000), or Division 9
7 (commencing with Section 22000) of the Financial Code.

8 (5) Notwithstanding paragraph (2), a reverse mortgage as
9 described in Chapter 8 (commencing with Section 1923) of Title
10 4 of Part 4 of Division 3.

11 (6) A contract or agreement, containing a statement of fees or
12 charges, entered into for the purpose of obtaining legal services,
13 when the person who is engaged in business is currently licensed
14 to practice law pursuant to Chapter 4 (commencing with Section
15 6000) of Division 3 of the Business and Professions Code.

16 (7) A foreclosure consulting contract subject to Article 1.5
17 (commencing with Section 2945) of Chapter 2 of Title 14 of Part
18 4 of Division 3.

19 (c) Notwithstanding subdivision (b), for a loan subject to this
20 part and to Article 7 (commencing with Section 10240) of Chapter
21 3 of Part 1 of Division 4 of the Business and Professions Code,
22 the delivery of a translation of the statement to the borrower
23 required by Section 10240 of the Business and Professions Code
24 in any of the languages specified in subdivision (b) in which the
25 contract or agreement was negotiated, is in compliance with
26 subdivision (b).

27 (d) At the time and place where a lease, sublease, or rental
28 contract or agreement described in subdivision (b) is executed,
29 notice in any of the languages specified in subdivision (b) in which
30 the contract or agreement was negotiated shall be provided to the
31 lessee or tenant.

32 (e) Provision by a supervised financial organization of a
33 translation of the disclosures required by Regulation M or
34 Regulation Z, and, if applicable, Division 7 (commencing with
35 Section 18000) or Division 9 (commencing with Section 22000)
36 of the Financial Code in any of the languages specified in
37 subdivision (b) in which the contract or agreement was negotiated,
38 before the execution of the contract or agreement, shall also be
39 deemed in compliance with the requirements of subdivision (b)
40 with regard to the original contract or agreement.

1 (1) “Regulation M” and “Regulation Z” mean any rule,
2 regulation, or interpretation promulgated by the Board of
3 Governors of the Federal Reserve System and any interpretation
4 or approval issued by an official or employee duly authorized by
5 the board to issue interpretations or approvals dealing with,
6 respectively, consumer leasing or consumer lending, pursuant to
7 the Federal Truth in Lending Act, as amended (15 U.S.C. Sec.
8 1601 et seq.).

9 (2) As used in this section, “supervised financial organization”
10 means a bank, savings association as defined in Section 5102 of
11 the Financial Code, credit union, or holding company, affiliate, or
12 subsidiary thereof, or any person subject to Article 7 (commencing
13 with Section 10240) of Chapter 3 of Part 1 of Division 4 of the
14 Business and Professions Code, or Division 7 (commencing with
15 Section 18000) or Division 9 (commencing with Section 22000)
16 of the Financial Code.

17 (f) At the time and place where a contract or agreement
18 described in paragraph (1) or (2) of subdivision (b) is executed, a
19 notice in any of the languages specified in subdivision (b) in which
20 the contract or agreement was negotiated shall be conspicuously
21 displayed to the effect that the person described in subdivision (b)
22 is required to provide a contract or agreement in the language in
23 which the contract or agreement was negotiated, or a translation
24 of the disclosures required by law in the language in which the
25 contract or agreement was negotiated, as the case may be. If a
26 person described in subdivision (b) does business at more than one
27 location or branch, the requirements of this section shall apply
28 only with respect to the location or branch at which the language
29 in which the contract or agreement was negotiated is used.

30 (g) The term “contract” or “agreement,” as used in this section,
31 means the document creating the rights and obligations of the
32 parties and includes any subsequent document making substantial
33 changes in the rights and obligations of the parties. The term
34 “contract” or “agreement” does not include any subsequent
35 documents authorized or contemplated by the original document
36 such as periodic statements, sales slips or invoices representing
37 purchases made pursuant to a credit card agreement, a retail
38 installment contract or account or other revolving sales or loan
39 account, memoranda of purchases in an add-on sale, or refinancing
40 of a purchase as provided by, or pursuant to, the original document.

1 The term “contract” or “agreement” does not include a home
2 improvement contract as defined in Sections 7151.2 and 7159 of
3 the Business and Professions Code, nor does it include plans,
4 specifications, description of work to be done and materials to be
5 used, or collateral security taken or to be taken for the retail buyer’s
6 obligation contained in a contract for the installation of goods by
7 a contractor licensed pursuant to Chapter 9 (commencing with
8 Section 7000) of Division 3 of the Business and Professions Code,
9 if the home improvement contract or installation contract is
10 otherwise a part of a contract described in subdivision (b).

11 Matters ordinarily incorporated by reference in contracts or
12 agreements as described in paragraph (3) of subdivision (b),
13 including, but not limited to, rules and regulations governing a
14 tenancy and inventories of furnishings to be provided by the person
15 described in subdivision (b), are not included in the term “contract”
16 or “agreement.”

17 (h) (1) This section does not apply to any person engaged in a
18 trade or business who negotiates primarily in a language other than
19 English, as described by subdivision (b), if the party with whom
20 that person is negotiating is a buyer of goods or services, or
21 receives a loan or extension of credit, or enters an agreement
22 obligating that party as a tenant, lessee, or sublessee, or similarly
23 obligates the party by contract or lease, and the party negotiates
24 the terms of the contract, lease, or other obligation through the
25 party’s own interpreter.

26 (2) As used in this subdivision, “the party’s own interpreter”
27 means a person who is not a minor and who is able to speak
28 fluently and read with full understanding both the English language
29 and any of the languages specified in subdivision (b) in which the
30 contract, lease, or other obligation was negotiated, and who is not
31 employed by, or whose service is not made available through, the
32 person engaged in the trade or business.

33 (i) Notwithstanding subdivision (b), a translation may retain the
34 following elements of the executed English-language contract or
35 agreement without translation: names and titles of individuals and
36 other persons, addresses, brand names, trade names, trademarks,
37 registered service marks, full or abbreviated designations of the
38 make and model of goods or services, alphanumeric codes,
39 numerals, dollar amounts expressed in numerals, dates, and
40 individual words or expressions having no generally accepted

1 non-English translation. It is permissible, but not required, that
2 this translation be signed.

3 (j) The terms of the contract or agreement that is executed in
4 the English language shall determine the rights and obligations of
5 the parties. However, the translation of the contract or the
6 disclosures required by subdivision (e) in any of the languages
7 specified in subdivision (b) in which the contract or agreement
8 was negotiated shall be admissible in evidence only to show that
9 no contract was entered into because of a substantial difference in
10 the material terms and conditions of the contract and the translation.

11 (k) Upon a failure to comply with the provisions of this section,
12 the person aggrieved may rescind the contract or agreement in the
13 manner provided by this chapter. If the contract for a consumer
14 credit sale or consumer lease that has been sold and assigned to a
15 financial institution is rescinded pursuant to this subdivision, the
16 consumer shall make restitution to and have restitution made by
17 the person with whom the consumer made the contract and shall
18 give notice of rescission to the assignee. Notwithstanding that the
19 contract was assigned without recourse, the assignment shall be
20 deemed rescinded, and the assignor shall promptly repurchase the
21 contract from the assignee.

22 (l) Any waiver of a provision of this section is contrary to public
23 policy and is void and unenforceable.

24 SEC. 12. Section 1788.94 is added to the Civil Code, to read:

25 1788.94. Any waiver of a provision of this title is contrary to
26 public policy and is void and unenforceable.

27 SEC. 13. Section 1788.106 is added to the Civil Code, to read:

28 1788.106. Any waiver of a provision of this title is contrary to
29 public policy and is void and unenforceable.

30 SEC. 14. Section 1812.117 of the Civil Code is amended to
31 read:

32 1812.117. (a) An affiliate discount buying organization may,
33 at its option, and with the express written consent of its parent,
34 comply with the trust account withdrawal provisions set forth in
35 subdivision (b), in lieu of those contained in subdivision (b) of
36 Section 1812.116.

37 (b) The affiliate shall comply with the trust account provisions
38 of subdivision (b) of Section 1812.116, except that:

39 (1) As to each buyer, during the first one-fourth or first six
40 months of the buyer's membership period, whichever is shorter,

1 funds representing no more than one-half of the contract price may
2 be withdrawn from the trust account.

3 (2) During the subsequent one-fourth or six-month period of
4 the buyer's membership period, whichever is shorter, the remaining
5 balance of the contract price may be withdrawn from the trust
6 account.

7 (c) To qualify for the provisions set forth in subdivision (b), (1)
8 the affiliate shall maintain a surety bond of two hundred fifty
9 thousand dollars (\$250,000), and (2) the parent shall maintain an
10 aggregate surety bond of two million five hundred thousand dollars
11 (\$2,500,000) and a letter of credit, as set forth in subdivision (d),
12 for all of its affiliates that qualify for the withdrawal provisions of
13 subdivision (b). The bonds shall be issued by a surety company
14 admitted to do business in this state. A copy of each bond shall be
15 filed with the Secretary of State, with a copy provided to the
16 Attorney General. The affiliate's bond shall be in lieu of the bond
17 required by subdivision (a) of Section 1812.103. The surety bonds
18 shall comply with the requirements of this section and shall be in
19 favor of the State of California for the benefit of consumers harmed
20 by any violation of this title by the affiliate, the failure of the
21 affiliate to comply with the terms of its membership contracts with
22 consumers, and the failure of the affiliate to comply with the terms
23 of any agreement with consumers for the purchase of goods or
24 services, provided the bonds shall cover only pecuniary loss and
25 not exemplary damages or treble damages permitted under
26 subdivision (a) of Section 1812.123, and provided further the
27 parent's bond shall not be drawn on until the affiliate's bond is
28 exhausted.

29 (d) The parent shall continuously maintain and provide to the
30 Attorney General as beneficiary an irrevocable letter of credit
31 issued by a California state chartered bank or a national bank with
32 its principal place of business in the State of California, in the
33 amount of one million dollars (\$1,000,000), in a form satisfactory
34 to the Attorney General. After the bonds described in subdivision
35 (c) have been exhausted, only the Attorney General, by and through
36 the Attorney General's deputy or assistant, may draw on the letter
37 of credit for the satisfaction of any final judgments based on any
38 violation of this title by the affiliate, the failure of the affiliate to
39 comply with the terms of its membership contracts with consumers,
40 or the failure of an affiliate to comply with the terms of any

1 agreement with consumers for the purchase of goods or services,
2 provided the liability is established by final judgment of a court
3 of competent jurisdiction and the time for appeal has expired or,
4 if an appeal is taken, the appeal is finally determined and the
5 judgment is affirmed, and provided further the letter of credit shall
6 cover only pecuniary loss and not exemplary damages or treble
7 damages permitted under subdivision (a) of Section 1812.123. The
8 letter of credit shall provide that payment shall be made to the
9 Attorney General upon presentation to the issuer of a sight draft
10 stating only the amount drawn and signed by the Attorney General
11 or by an Assistant or Deputy Attorney General. Any amount
12 received by the Attorney General under the letter of credit shall
13 be used exclusively to satisfy final judgments as described in this
14 subdivision. The Attorney General may apply to the court for
15 orders as desired or needed to carry out the provisions of this
16 subdivision.

17 (e) In addition to other lawful means for the enforcement of the
18 surety's liability on the bonds required by this section, the surety's
19 liability may be enforced by motion after a final judgment has
20 been obtained against an affiliate based on any violation of this
21 title by the affiliate, the failure of the affiliate to comply with the
22 terms of its membership contracts with consumers, or the failure
23 of the affiliate to comply with the terms of any agreement with
24 consumers for the purchase of goods or services. The bond of the
25 parent shall not be drawn on until the bond of the affiliate has been
26 exhausted, as provided in subdivisions (c) and (d). The motion
27 may be filed by the Attorney General, a public prosecutor, or any
28 person who obtained the judgment without first attempting to
29 enforce the judgment against any party liable under the judgment.
30 The notice of motion, motion, and a copy of the judgment shall
31 be served on the surety as provided in Chapter 5 (commencing
32 with Section 1010) of Title 14 of Part 2 of the Code of Civil
33 Procedure. The notice shall set forth the amount of the claim, a
34 brief statement indicating that the claim is covered by the bond,
35 and, if the motion is to enforce liability under the bond provided
36 by the parent, a statement that the bond provided by the affiliate
37 has been exhausted or will be exhausted if the motion is granted.
38 Service shall also be made on the Attorney General directed to the
39 Consumer Protection Section. The court shall grant the motion
40 unless the surety establishes that the claim is not covered by the

1 bond or unless the court sustains an objection made by the Attorney
2 General that the grant of the motion might impair the rights of
3 actual or potential claimants or is not in the public interest. The
4 court may, in the interest of justice, order a pro rata or other
5 equitable distribution of the bond proceeds.

6 (f) (1) The bond required by subdivision (c) for an affiliate
7 shall be continuously maintained by the affiliate until the date the
8 affiliate ceases to make the election under subdivision (a) or ceases
9 to engage in the business of a discount buying organization. The
10 bond required by subdivision (c) for the parent shall be
11 continuously maintained by the parent until the date all affiliates
12 cease to make the election under subdivision (a) or all affiliates
13 cease to engage in the business of a discount buying organization.

14 (2) Notwithstanding the expiration or termination of any bond
15 required under this section, the bond remains in full force and
16 effect for all liabilities incurred before, and for acts, omissions,
17 and causes existing or which arose before, the expiration or
18 termination of the bond. Legal proceedings may be had therefor
19 in all respects as though the bond were in effect.

20 (3) The letter of credit required under subdivisions (c) and (d)
21 shall be continuously maintained for a period of four years after
22 all affiliates cease to make the election under subdivision (a) or
23 cease to engage in the business of a discount buying organization,
24 provided the period shall be extended until there is a final
25 judgment, as described in subdivision (d), entered in each action
26 seeking relief that may be covered by the letter of credit if the
27 action was filed before the expiration of the four-year period.

28 (g) Subdivision (a) of Section 1812.121 does not apply to a
29 discount buying organization that offers substantially equivalent
30 alternative at-home ordering service through other generally
31 available channels of communications, such as the Internet,
32 *internet*, for the same categories of goods and services, provided
33 the ordered goods are shipped either to the home or to a freight
34 receiver within 20 miles of the buyer's residence at the time the
35 buyer entered into the contract for discount buying services.

36 (h) For purposes of this section, the following terms apply:

37 (1) "Affiliate" or "affiliate discount buying organization" means
38 a discount buying organization that is a subsidiary of a parent, as
39 defined in paragraph (4), or operates under a franchise, as defined
40 in paragraph (3), granted by a parent.

1 (2) “Consumer” or “buyer” means and includes a client or
2 member of an affiliate discount buying organization.

3 (3) “Franchise” has the same meaning as in Section 31005 of
4 the Corporations Code.

5 (4) “Parent” means a business entity that directly or indirectly
6 has franchised or operated 25 or more discount buying
7 organizations for 10 years or more.

8 SEC. 15. Section 2982.12 of the Civil Code is amended to
9 read:

10 2982.12. (a) (1) A guaranteed asset protection waiver may be
11 offered, sold, or provided to a buyer, or administered, in connection
12 with a conditional sale contract subject to this chapter only in
13 compliance with this chapter and paragraph (2) of subdivision (h)
14 of Section 1758.992 of the Insurance Code.

15 (2) A guaranteed asset protection waiver, which may be titled
16 as an addendum, forms part of the conditional sale contract and
17 remains a part of the conditional sale contract upon the assignment,
18 sale, or transfer of that conditional sale contract.

19 (3) Neither the extension of credit, the term of credit, nor the
20 terms of a conditional sale contract may be conditioned upon the
21 purchase of a guaranteed asset protection waiver.

22 (4) (A) The terms and conditions of the guaranteed asset
23 protection waiver, including those terms required by subdivision
24 (b), shall appear on a document separate from the conditional sale
25 contract and a buyer or potential buyer shall separately sign the
26 document setting forth the guaranteed asset protection waiver’s
27 terms and conditions in addition to the conditional sale contract.

28 (B) The separate document displaying the guaranteed asset
29 protection waiver’s terms and conditions shall do the following:

30 (i) Conspicuously state that the guaranteed asset protection
31 waiver is an optional addition to the conditional sale contract, and
32 that the holder of the conditional sale contract is the contracting
33 party to the guaranteed asset protection waiver, and state the name
34 and mailing address of the seller. If the conditional sale contract
35 is assigned, written notice of the assignment of both the conditional
36 sale contract and guaranteed asset protection waiver, and the
37 assignee’s name and mailing address, shall be provided to the
38 buyer in person or by mail, or by a means of notice that the buyer
39 previously agreed to with the seller or holder in connection with
40 the conditional sale contract within 30 days of the assignment.

1 (ii) Conspicuously disclose the name and mailing address of
2 any administrator known as of the date of the sale. In this section,
3 “administrator” means any person, other than an insurer, that
4 performs administrative or operational functions in connection
5 with the guaranteed asset protection waiver. An administrator is
6 deemed to be an agent of the contemporaneous holder with respect
7 to performance of the holder’s obligations under the guaranteed
8 asset protection waiver and this section.

9 (iii) Contain a notice with a heading in at least 12-point bold
10 type and the text in at least 10-point bold type, circumscribed by
11 a line, immediately above the contract signature line, that reads as
12 follows:

13

14 STOP AND READ:

15 YOU CANNOT BE REQUIRED TO BUY A GAP WAIVER
16 OR ANY OTHER OPTIONAL ADD-ON PRODUCTS OR
17 SERVICES. IT IS OPTIONAL.

18 NO ONE CAN MAKE YOU BUY A GAP WAIVER OR ANY
19 OTHER OPTIONAL ADD-ON PRODUCTS OR SERVICES TO
20 GET FINANCING, TO GET CERTAIN FINANCING TERMS,
21 OR TO GET CERTAIN TERMS FOR THE SALE OF A
22 VEHICLE.

23 IT IS UNLAWFUL TO REQUIRE OR ATTEMPT TO
24 REQUIRE THE PURCHASE OF THIS GAP WAIVER OR ANY
25 OTHER OPTIONAL ADD-ON PRODUCTS OR SERVICES.

26

27 (5) A person that sells a guaranteed asset protection waiver
28 subject to this chapter shall not do either of the following:

29 (A) Charge more for the guaranteed asset protection waiver
30 than 4 percent of the amount the buyer finances under a conditional
31 sale contract.

32 (B) Sell a guaranteed asset protection waiver if one of the
33 following applies:

34 (i) The amount financed through the conditional sale contract
35 exceeds a maximum dollar amount covered by the guaranteed asset
36 protection waiver.

37 (ii) The conditional sale contract’s loan-to-value ratio at the
38 contracting date exceeds the maximum loan-to-value ratio covered
39 by the guaranteed asset protection waiver, unless the terms of the
40 guaranteed asset protection waiver conspicuously disclose the

1 maximum loan-to-value ratio limitation, including the method by
2 which the limitation is applied, and the buyer is informed in a
3 writing, acknowledged by the buyer, that the amount financed in
4 the buyer's conditional sale contract exceeds the waiver's
5 maximum loan-to-value limitation and therefore the waiver will
6 not cover the total amount owed on the conditional sale contract.
7 As used in this subclause, "loan-to-value ratio" means the total
8 amount financed through a conditional sale contract as a percentage
9 of the manufacturer suggested retail price for a new motor vehicle
10 or the average retail value for a used motor vehicle, as determined
11 by a nationally recognized pricing guide, as defined in paragraph
12 (2) of subdivision (c) of Section 11950 of the Vehicle Code.

13 (iii) The amount financed through a conditional sale contract is
14 less than 70 percent of the manufacturer suggested retail price for
15 a new motor vehicle or the average retail value for a used motor
16 vehicle, as determined by a nationally recognized pricing guide,
17 as defined in paragraph (2) of subdivision (c) of Section 11950 of
18 the Vehicle Code.

19 (6) Notwithstanding any provision in any conditional sale
20 contract for the sale of a motor vehicle to the contrary, when
21 communicating in writing an itemized contract balance to the
22 buyer, including a payoff letter, payoff quote, or any written notice
23 required under subdivision (a) of Section 2983.2 of this code or
24 subdivision (b) of Section 22328 of the Financial Code, the holder
25 of a conditional sale contract that includes a guaranteed asset
26 protection waiver shall do either of the following:

27 (A) Individually identify as a credit or refund available to the
28 buyer the unearned portion of all guaranteed asset protection waiver
29 charges paid by the buyer as of the date of the communication on
30 a pro rata basis.

31 (B) Conspicuously state that a buyer who purchased a
32 guaranteed asset protection waiver is generally entitled to a refund
33 of the unearned portion of the guaranteed asset protection waiver
34 charges on a pro rata basis upon early termination of their
35 conditional sale contract or cancellation of the guaranteed asset
36 protection waiver, and that the buyer should contact the
37 administrator identified in the buyer's guaranteed asset protection
38 waiver, or any other appropriate person designated by the holder,
39 for identification of the amount of such a refund available to the
40 buyer at that time.

1 (b) (1) A guaranteed asset protection waiver terminates no later
2 than the earliest of the following events:

3 (A) Cancellation of the guaranteed asset protection waiver by
4 the buyer, as provided by paragraph (4).

5 (B) Payment in full by the buyer of the conditional sale contract.

6 (C) Expiration of any redemption and reinstatement periods
7 after a repossession or surrender of the motor vehicle specified in
8 the conditional sale contract pursuant to subdivision (a) of Section
9 2983.2.

10 (D) Upon total loss or unrecovered theft of the motor vehicle
11 specified in the conditional sale contract, after the holder has
12 applied all applicable benefits required under the guaranteed asset
13 protection waiver.

14 (E) Upon any other event that occurs earlier than the events
15 listed in subparagraphs (A) to (D), inclusive, as specified in the
16 guaranteed asset protection waiver.

17 (2) Subject to paragraph (3), upon termination of a guaranteed
18 asset protection waiver, the buyer is entitled to a refund as follows:

19 (A) If the termination occurs within 30 days after the date the
20 buyer purchased the guaranteed asset protection waiver, the buyer
21 is entitled to a full refund of the guaranteed asset protection waiver
22 charges plus all finance charges attributable to the guaranteed asset
23 protection waiver.

24 (B) (i) If the termination occurs later than 30 days after the date
25 the buyer purchased the guaranteed asset protection waiver, the
26 buyer is entitled to a refund of the unearned guaranteed asset
27 protection waiver charges, which shall be calculated on a pro rata
28 basis.

29 (ii) For the purposes of this subparagraph, “calculating a refund
30 on a pro rata basis” shall require multiplying the total dollar amount
31 of guaranteed asset protection waiver charges by the quotient of
32 the number of calendar days from the termination date to the
33 conditional sale contract’s original full term date, including the
34 termination date as a full calendar day, divided by the total number
35 of calendar days in the conditional sale contract’s original term.

36 (iii) Notwithstanding clause (ii), if the original full term of the
37 conditional sale contract exceeded the original full term of the
38 guaranteed asset protection waiver as of the date the buyer
39 purchased the guaranteed asset protection waiver, “calculating a
40 refund on a pro rata basis” shall require multiplying the total dollar

1 amount of guaranteed asset protection waiver charges by the
2 quotient of the number of calendar days from the termination date
3 to the guaranteed asset protection waiver's original full term date,
4 including the termination date as a full calendar day, divided by
5 the total number of calendar days in the guaranteed asset protection
6 waiver's original term.

7 (C) No refund is required upon termination if there has been a
8 total loss or unrecovered theft of the motor vehicle specified in
9 the conditional sale contract and the buyer has or will receive the
10 benefit of the guaranteed asset protection waiver.

11 (3) Within 60 business days from the termination of a guaranteed
12 asset protection waiver, the holder shall tender the refund required
13 under paragraph (2) or shall cause to be made the refund under
14 paragraph (2) by instructing in writing the administrator or any
15 other appropriate party to make the refund.

16 (A) A refund owed under this section may be applied by the
17 holder as a reduction of the amount owed under the conditional
18 sale contract unless the conditional sale contract has been paid in
19 full.

20 (B) Refunds owed under this section are not exclusive and shall
21 be in addition to any other refunds provided for in this chapter.

22 (4) A guaranteed asset protection waiver may be canceled by
23 the buyer at any time without penalty.

24 (5) A cancellation fee, termination fee, or similar fee shall not
25 be assessed in connection with the termination of a guaranteed
26 asset protection waiver.

27 (6) In addition to the requirements of Section 2984.5, the holder
28 shall maintain records identifying any refund made and tendered
29 under paragraphs (2) and (3) of this subdivision, including those
30 refunds the holder instructed the administrator or other appropriate
31 party to make, and provide electronic access to those records, in
32 response to any subpoena or other administratively or judicially
33 enforceable request, until four years after the date the refund was
34 tendered.

35 (c) Any waiver of a provision of this section is contrary to public
36 policy and is void and unenforceable.

37 SEC. 16. Section 3339 of the Civil Code is amended to read:

38 3339. The Legislature finds and declares the following:

39 (a) All protections, rights, and remedies available under state
40 law, except any reinstatement remedy prohibited by federal law,

1 are available to all individuals regardless of immigration status
2 who have applied for employment, or who are or who have been
3 employed, in this state.

4 (b) For purposes of enforcing state labor, employment, civil
5 rights, consumer protection, and housing laws, a person's
6 immigration status is irrelevant to the issue of liability, and in
7 proceedings or discovery undertaken to enforce those state laws
8 no inquiry shall be permitted into a person's immigration status
9 unless the person seeking to make this inquiry has shown by clear
10 and convincing evidence that this inquiry is necessary in order to
11 comply with federal immigration law.

12 (c) The provisions of this section are declaratory of existing
13 law.

14 (d) The provisions of this section are severable. If any provision
15 of this section or its application is held invalid, that invalidity shall
16 not affect other provisions or applications that can be given effect
17 without the invalid provision or application.

18 (e) Any waiver of a provision of this section is contrary to public
19 policy and is void and unenforceable.

20 SEC. 17. Section 397.5 of the Code of Civil Procedure is
21 amended to read:

22 397.5. In any proceeding under the Family Code, where it
23 appears that both petitioner and respondent have moved from the
24 county rendering the order, the court may, when the ends of justice
25 and the convenience of the parties would be promoted by the
26 change, order that the proceedings be transferred to the county of
27 residence of either party.

28 SEC. 18. Section 399 of the Code of Civil Procedure is
29 amended to read:

30 399. (a) If an order is made transferring an action or proceeding
31 under any provision of this title, the clerk shall, after expiration of
32 the time within which a petition for writ of mandate could have
33 been filed pursuant to Section 400, or if a writ petition is filed after
34 judgment denying the writ becomes final, and upon payment of
35 the costs and fees, transmit the pleadings and papers of the action
36 or proceeding, or, if the pleadings are oral, a transcript of the
37 pleadings, to the clerk of the court to which the action or
38 proceeding is transferred. If the transfer is sought on any ground
39 specified in subdivision (b), (c), (d), or (e) of Section 397 or in
40 Section 397.5, the costs and fees of the transfer, and of filing the

1 papers in the court to which the transfer is ordered, shall be paid
2 at the time the notice of motion is filed by the party making the
3 motion for the transfer. If the transfer is sought solely, or is ordered,
4 because the action or proceeding was commenced in a court other
5 than that designated as proper by this title, those costs and fees,
6 including any expenses and attorney's fees awarded to the
7 defendant pursuant to Section 396b, shall be paid by the plaintiff
8 before the transfer is made. If the defendant has paid those costs
9 and fees at the time of filing a notice of motion, those costs and
10 fees shall be repaid to the defendant, upon the making of the
11 transfer order. If those costs and fees have not been paid by the
12 plaintiff within five days after service of notice of the transfer
13 order, any other party interested in the action or proceeding,
14 whether named in the complaint as a party or not, may pay those
15 costs and fees, and the clerk shall transmit the papers and pleadings
16 of the action or proceeding as if those costs and fees had been
17 originally paid by the plaintiff, and those costs and fees shall be a
18 proper item of costs of the party paying them, recoverable by that
19 party if that party prevails in the action. Otherwise, those costs
20 and fees shall be offset against and deducted from the amount, if
21 any, awarded *to* the plaintiff if the plaintiff prevails against that
22 party in the action. The cause of action shall not be further
23 prosecuted in any court until those costs and fees are paid. If those
24 costs and fees are not paid within 30 days after service of notice
25 of the transfer order, if a copy of a petition for writ of mandate
26 pursuant to Section 400 is filed in the trial court, or if an appeal is
27 taken pursuant to Section 904.2, then, within 30 days after notice
28 of finality of the order of transfer, the court on a duly noticed
29 motion by any party may dismiss the action without prejudice to
30 the cause on the condition that no other action on the cause may
31 be commenced in another court before satisfaction of the court's
32 order for costs and fees. If a petition for writ of mandate or appeal
33 does not result in a stay of proceedings, the time for payment of
34 those costs and fees shall be 60 days after service of the notice of
35 the order.

36 (b) At the time of transmittal of the papers and pleadings, the
37 clerk shall mail notice to all parties who have appeared in the action
38 or special proceeding, stating the date on which the transmittal
39 occurred. Promptly upon receipt of the papers and pleadings, the
40 clerk of the court to which the action or proceeding is transferred

1 shall mail notice to all parties who have appeared in the action or
2 special proceeding, stating the date of the filing of the case and
3 number assigned to the case in the court.

4 (c) The court to which an action or proceeding is transferred
5 under this title shall have and exercise over the action or proceeding
6 the like jurisdiction as if it had been originally commenced in that
7 court, all prior proceedings being saved, and the court may require
8 amendment of the pleadings, the filing and service of amended,
9 additional, or supplemental pleadings, and the giving of notice, as
10 may be necessary for the proper presentation and determination
11 of the action or proceeding in the court.

12 (d) Notwithstanding subdivision (c), the court transferring
13 jurisdiction of a family law action or proceeding pursuant to
14 Section 397, 397.5, or 398 shall, if another court has not assumed
15 jurisdiction over the action or proceeding, retain jurisdiction to
16 make orders designed to prevent:

17 (1) Immediate danger or irreparable harm to a party or to the
18 children involved in the matter.

19 (2) Immediate loss or damage to property subject to disposition
20 in the matter.

21 (e) By January 1, 2019, the Judicial Council shall, by rule of
22 court, establish:

23 (1) The timeframe for a court to transfer jurisdiction over a
24 family law action or proceeding.

25 (2) The timeframe for a court to assume jurisdiction over a
26 family law action or proceeding.

27 SEC. 19. Section 659 of the Code of Civil Procedure is
28 amended to read:

29 659. (a) The party intending to move for a new trial shall file
30 with the clerk and serve upon each adverse party a notice of their
31 intention to move for a new trial, designating the grounds upon
32 which the motion will be made and whether the same will be made
33 upon affidavits or the minutes of the court, or both, either:

34 (1) After the decision is rendered and before the entry of
35 judgment.

36 (2) Within 15 days of the date of serving notice of entry of
37 judgment by the clerk of the court pursuant to Section 664.5, or
38 service upon them by any party of written notice of entry of
39 judgment, or within 180 days after the entry of judgment,
40 whichever is earliest; provided, that upon the filing of the first

1 notice of intention to move for a new trial by a party, each other
2 party shall have 15 days after the service of that notice upon them
3 to file and serve a notice of intention to move for a new trial.

4 (b) That notice of intention to move for a new trial shall be
5 deemed to be a motion for a new trial on all the grounds stated in
6 the notice. The times specified in paragraphs (1) and (2) of
7 subdivision (a) shall not be extended by order or stipulation or by
8 those provisions of Section 1013 that extend the time for exercising
9 a right or doing an act where service is by mail.

10 ~~SEC. 20. Section 1281 of the Code of Civil Procedure is~~
11 ~~amended to read:~~

12 ~~1281. (a) A written agreement to submit to arbitration an~~
13 ~~existing controversy or a controversy thereafter arising is valid,~~
14 ~~enforceable, and irrevocable, except if grounds exist for the~~
15 ~~revocation of any contract.~~

16 ~~(b) Subdivision (a) applies only if the arbitration agreement is~~
17 ~~valid, enforceable, and irrevocable under the Federal Arbitration~~
18 ~~Act (9 U.S.C. Sec. 1 et seq.).~~

19 ~~SEC. 21.~~

20 ~~SEC. 20. Section 12930 of the Government Code is amended~~
21 ~~to read:~~

22 ~~12930. The department shall have the following functions,~~
23 ~~duties, and powers:~~

24 (a) To establish and maintain a principal office and any other
25 offices within the state as are necessary to carry out the purposes
26 of this part.

27 (b) To meet and function at any place within the state.

28 (c) To appoint attorneys, investigators, conciliators, mediators,
29 and other employees as it may deem necessary, fix their
30 compensation within the limitations provided by law, and prescribe
31 their duties.

32 (d) To obtain upon request and utilize the services of all
33 governmental departments and agencies and, in addition, with
34 respect to housing discrimination, of conciliation councils.

35 (e) To adopt, promulgate, amend, and rescind suitable procedural
36 rules and regulations to carry out the investigation, prosecution,
37 and dispute resolution functions and duties of the department
38 pursuant to this part.

1 (f) (1) To receive, investigate, conciliate, mediate, and prosecute
2 complaints alleging practices made unlawful pursuant to Chapter
3 6 (commencing with Section 12940).

4 (2) To receive, investigate, conciliate, mediate, and prosecute
5 complaints alleging a violation of Section 51, 51.5, 51.7, 51.9, 54,
6 54.1, or 54.2 of the Civil Code. The remedies and procedures of
7 this part shall be independent of any other remedy or procedure
8 that might apply.

9 (3) To receive, investigate, conciliate, mediate, and prosecute
10 complaints alleging, and to bring civil actions pursuant to Section
11 52.5 of the Civil Code for, a violation of Section 236.1 of the Penal
12 Code. Damages awarded in any action brought by the department
13 pursuant to Section 52.5 of the Civil Code shall be awarded to the
14 person harmed by the violation of Section 236.1 of the Penal Code.
15 Costs and attorney's fees awarded in any action brought by the
16 department pursuant to Section 52.5 of the Civil Code shall be
17 awarded to the department. The remedies and procedures of this
18 part shall be independent of any other remedy or procedure that
19 might apply.

20 (4) To receive, investigate, conciliate, mediate, and prosecute
21 complaints alleging practices made unlawful pursuant to Article
22 9.5 (commencing with Section 11135) of Chapter 1 of Part 1,
23 except for complaints relating to educational equity brought under
24 Chapter 2 (commencing with Section 200) of Part 1 of Division 1
25 of Title 1 of the Education Code and investigated pursuant to the
26 procedures set forth in Subchapter 5.1 of Title 5 of the California
27 Code of Regulations, and not otherwise within the jurisdiction of
28 the department.

29 (A) Nothing in this part prevents the director or the director's
30 authorized representative, in that person's discretion, from making,
31 signing, and filing a complaint pursuant to Section 12960 or 12961
32 alleging practices made unlawful under Section 11135.

33 (B) Remedies available to the department in conciliating,
34 mediating, and prosecuting complaints alleging these practices are
35 the same as those available to the department in conciliating,
36 mediating, and prosecuting complaints alleging violations of Article
37 1 (commencing with Section 12940) of Chapter 6.

38 (5) To receive, investigate, conciliate, mediate, and prosecute
39 complaints alleging practices made unlawful pursuant to Section
40 1197.5 of the Labor Code. The department shall, in coordination

1 with the Division of Labor Standards Enforcement within the
2 Department of Industrial Relations, adopt procedures to ensure
3 that the departments coordinate activities to enforce Section 1197.5
4 of the Labor Code.

5 (g) In connection with any matter under investigation or in
6 question before the department pursuant to a complaint filed under
7 Section 12960, 12961, or 12980:

8 (1) To issue subpoenas to require the attendance and testimony
9 of witnesses and the production of books, records, documents, and
10 physical materials.

11 (2) To administer oaths, examine witnesses under oath and take
12 evidence, and take depositions and affidavits.

13 (3) To issue written interrogatories.

14 (4) To request the production for inspection and copying of
15 books, records, documents, and physical materials.

16 (5) To petition the superior courts to compel the appearance
17 and testimony of witnesses, the production of books, records,
18 documents, and physical materials, and the answering of
19 interrogatories.

20 (h) To bring civil actions pursuant to Section 12965 or 12981
21 of this code, or Title VII of the Civil Rights Act of 1964 (Public
22 Law 88-352; 42 U.S.C. Sec. 2000 et seq.), as amended, the federal
23 Americans with Disabilities Act of 1990 (Public Law 101-336; 42
24 U.S.C. 12101, et seq.), as amended, the federal Fair Housing Act
25 (42 U.S.C. Sec. 3601 et seq.), or the federal Age Discrimination
26 in Employment Act of 1967 (Public Law 90-202; 29 U.S.C. Sec.
27 621 et seq.), as amended, and to prosecute those civil actions before
28 state and federal trial courts.

29 (i) To issue those publications and those results of investigations
30 and research as in its judgment will tend to promote goodwill and
31 minimize or eliminate discrimination in employment on the bases
32 enumerated in this part and discrimination in housing because of
33 race, religious creed, color, sex, gender, gender identity, gender
34 expression, marital status, national origin, ancestry, familial status,
35 disability, veteran or military status, genetic information, or sexual
36 orientation.

37 (j) To investigate, approve, certify, decertify, monitor, and
38 enforce nondiscrimination programs proposed by a contractor to
39 be engaged in pursuant to Section 12990.

1 (k) To render annually to the Governor and to the Legislature
2 a written report of its activities and of its recommendations.

3 (l) To conduct mediations at any time after a complaint is filed
4 pursuant to Section 12960, 12961, or 12980. The department may
5 end mediation at any time.

6 (m) The following shall apply with respect to any accusation
7 pending before the former Fair Employment and Housing
8 Commission on or after January 1, 2013:

9 (1) If an accusation issued under former Section 12965 includes
10 a prayer either for damages for emotional injuries as a component
11 of actual damages, or for administrative fines, or both, or if an
12 accusation is amended for the purpose of adding a prayer either
13 for damages for emotional injuries as a component of actual
14 damages, or for administrative fines, or both, with the consent of
15 the party accused of engaging in unlawful practices, the department
16 may withdraw an accusation and bring a civil action in superior
17 court.

18 (2) If an accusation was issued under former Section 12981,
19 with the consent of the aggrieved party filing the complaint, an
20 aggrieved person on whose behalf a complaint is filed, or the party
21 accused of engaging in unlawful practices, the department may
22 withdraw the accusation and bring a civil action in superior court.

23 (3) Where removal to court is not feasible, the department shall
24 retain the services of the Office of Administrative Hearings to
25 adjudicate the administrative action pursuant to Sections 11370.3
26 and 11502.

27 (n) On a challenge, pursuant to Section 1094.5 of the Code of
28 Civil Procedure, to a decision of the former Fair Employment and
29 Housing Commission pending on or after January 1, 2013, the
30 director or the director's designee shall consult with the Attorney
31 General regarding the defense of that writ petition.

32 (o) By performing the functions and duties and exercising the
33 powers set forth in this part, the department represents the interests
34 of the state and effectuates the declared public policy of the state
35 to protect and safeguard the rights and opportunities of all persons
36 from unlawful discrimination and other violations of this part. This
37 subdivision is declarative of existing law as stated in Department
38 of Fair Employment and Housing v. Cathy's Creations, Inc. (2020)
39 54 Cal.App.5th 404, 410.

1 **SEC. 22.**

2 *SEC. 21.* Section 53165.1 of the Government Code is amended
3 to read:

4 53165.1. (a) For the purposes of this section:

5 (1) “Law enforcement agency” means a department or agency
6 of the United States, state, local government, or other political
7 subdivision thereof, authorized by law or regulation to engage in
8 or supervise the prevention, detection, investigation, or prosecution
9 of a violation of criminal or civil law, including, but not limited
10 to, the United States Immigration and Customs Enforcement and
11 the State Department of Social Services.

12 (2) “Local government” has the same definition as that term is
13 defined in Section 82041.

14 (3) “Penalty” means the following:

15 (A) An actual or threatened assessment of fees, fines, or
16 penalties.

17 (B) An actual or threatened eviction, termination of a tenancy,
18 or the actual or threatened failure to renew a tenancy.

19 (C) An actual or threatened denial of a housing subsidy.

20 (D) An actual or threatened revocation, suspension, or
21 nonrenewal of a certificate of occupancy or a rental certificate,
22 license, or permit.

23 (E) A designation or threatened closure of a property or
24 designation as a nuisance property or as a perpetrator of criminal
25 activity under local law, or imposition or threatened imposition of
26 a similar designation.

27 (F) An actual or threatened nuisance action.

28 (4) “Program” means a voluntary or mandatory initiative
29 operated or endorsed by a local government or a law enforcement
30 agency.

31 (5) “Tenancy” has the same meaning as in paragraph (3) of
32 subdivision (i) of Section 1946.2 of the Civil Code.

33 (b) A local government shall not promulgate, enforce, or
34 implement an ordinance, rule, policy, program, or regulation
35 affecting a tenancy that does any of the following:

36 (1) Imposes or threatens to impose a penalty against a resident,
37 owner, tenant, landlord, or other person solely as a consequence
38 of contact with a law enforcement agency.

39 (2) Requires or encourages a landlord to do, or imposes a penalty
40 on a landlord for the failure to do, any of the following:

1 (A) Evict or penalize a tenant because of the tenant's association
2 with another tenant or household member who has had contact
3 with a law enforcement agency or has a criminal conviction.

4 (B) Evict or penalize a tenant because of the tenant's alleged
5 unlawful conduct or arrest.

6 (C) Include a provision in a lease or rental agreement that
7 provides a ground for eviction not provided by, or that is in conflict
8 with, state or federal law.

9 (D) Perform a criminal background check of a tenant or a
10 prospective tenant.

11 (3) Defines as a nuisance, contact with a law enforcement
12 agency, request for emergency assistance, or an act or omission
13 that does not constitute a nuisance pursuant to Part 3 (commencing
14 with Section 3479) of Division 4 of the Civil Code.

15 (4) Requires a tenant to obtain a certificate of occupancy as a
16 condition of tenancy.

17 (5) Establishes, maintains, or promotes a registry of tenants for
18 the purposes of discouraging a landlord from renting to a tenant
19 on the registry or excluding a tenant on the registry from rental
20 housing within the local government's jurisdiction.

21 (c) (1) This section preempts a local ordinance, rule, policy,
22 program, or regulation, or any provision thereof, that is inconsistent
23 with this section, irrespective of the effective date of the ordinance,
24 rule, policy, program, or regulation. A local ordinance, rule, policy,
25 program, or regulation that is inconsistent with this section is void
26 as a matter of public policy and shall not serve as a basis of
27 eviction.

28 (2) This section does not prohibit a local government from
29 promulgating, enforcing, or implementing an ordinance, rule,
30 policy, program, or regulation that is otherwise consistent with
31 state law.

32 (d) If a local government violates this section, the following
33 shall apply:

34 (1) A resident, tenant, owner, landlord, or other person may
35 obtain any of the following:

36 (A) A court order requiring the local government to cease and
37 desist the unlawful practice.

38 (B) A court order finding that an ordinance, rule, policy,
39 program, or regulation, or any portion thereof, that violates this
40 section is void and unenforceable.

1 (C) Other equitable relief as the court may deem appropriate.

2 (2) A nonprofit organization exempt from federal income
3 taxation under Section 501(c)(3) of the Internal Revenue Code, as
4 amended, may bring an action for injunctive relief to require the
5 local government to cease and desist the unlawful practice. The
6 organization shall be considered a party for purposes of this
7 paragraph.

8 (e) A court may award court costs and reasonable attorney's
9 fees to the plaintiff in an action brought pursuant to subdivision
10 (d) where it is found that a local government has violated this
11 section.

12 (f) The remedies provided in this section are cumulative and
13 not exclusive of any other remedies provided by law.

14 **SEC. 23.**

15 ~~SEC. 22.~~ Section 102155 of the Health and Safety Code is
16 amended to read:

17 102155. “Absence of conflicting information relative to
18 parentage” as used in Chapter 5 (commencing with Section
19 102625) or Chapter 11 (commencing with Section 103225) means
20 the absence of conflicting information relative to the existence or
21 nonexistence of a parent and child relationship, as this term is
22 defined in subdivision (b) of Section 7601 of the Family Code,
23 and includes entries such as “unknown,” “not given,” “refused to
24 state,” or “obviously fictitious names.”

25 **SEC. 24.**

26 ~~SEC. 23.~~ Section 103225 of the Health and Safety Code is
27 amended to read:

28 103225. Whenever the facts are not correctly stated in any
29 certificate of birth, death, fetal death, or marriage already
30 registered, the person asserting that the error exists may make an
31 affidavit under oath stating the changes necessary to make the
32 record correct, that shall be supported by the affidavit of one other
33 credible person having knowledge of the facts, and file it with the
34 state or local registrar. This includes, but is not limited to, the
35 correction of typographical, spelling, or statistical errors in any of
36 these facts.

37 **SEC. 25.**

38 ~~SEC. 24.~~ Section 103230 of the Health and Safety Code is
39 amended to read:

1 103230. Section 103225 shall be applicable to certificates of
2 birth only in the absence of conflicting information relative to the
3 existence or nonexistence of a parent and child relationship, as
4 this term is defined in subdivision (b) of Section 7601 of the Family
5 Code, on the originally registered certificate of birth.

6 **SEC. 26.**

7 *SEC. 25.* Section 1209 of the Probate Code is amended to read:
8 1209. (a) If notice is required to be given to the State of
9 California, the notice shall be given to the Attorney General.

10 (b) If notice is required to be given to the Attorney General, the
11 notice shall be delivered pursuant to Section 1215 to the Attorney
12 General at the office of the Attorney General *at in* Sacramento,
13 California.

14 (c) The Attorney General does not waive the right to object to
15 a proposed settlement that adversely impacts a charitable gift by
16 failing to appear at a mediation, a mandatory settlement conference,
17 or other court-ordered alternative dispute resolution proceeding
18 related to the settlement.

19 **SEC. 27.**

20 *SEC. 26.* Section 12203 of the Vehicle Code is amended to
21 read:

22 12203. (a) The recovery corporation shall establish a consumer
23 recovery fund for the payment of claims as provided in this chapter.
24 The recovery corporation shall receive funds from the department
25 as provided in Section 4456.3 and shall promptly notify the
26 department when the recovery fund balance reaches the amounts
27 specified in subdivision (b) of Section 4456.3.

28 (b) The recovery corporation shall establish and maintain an
29 operations account within the recovery fund for the payment of
30 costs of operations and administration. The recovery corporation
31 shall prepare, before its fiscal year end, an estimated annual
32 operational budget projecting the costs of operations and
33 administration for the succeeding fiscal year, excluding the amount
34 paid for claims. The recovery corporation shall not expend more
35 than two hundred fifty thousand dollars (\$250,000) each fiscal
36 year from the operations account for the administration of this
37 chapter.

38 (c) The recovery corporation shall invest all funds received from
39 the department pursuant to Section 4456.3, and interest earned on
40 those funds, deposited in the recovery fund, in a federally insured

1 account or in federally insured certificates of deposit at a California
2 state or federally chartered bank or savings bank.

3 (d) The recovery corporation holds all money in the recovery
4 fund in trust for the purposes provided in this chapter and shall
5 disburse funds only as provided in this chapter.

6 (e) The recovery corporation shall separately account for
7 disbursements and collections. The accounting shall include a
8 record of each claim paid that indicates the name, address, and
9 phone number of each claimant receiving payment, the amount of
10 the payment, and the name of the participant for which a claim
11 was paid. Quarterly reports shall be provided to the office of the
12 Attorney General, Consumer Protection Section, commencing on
13 or before October 31, 2008, and within 30 days after the end of
14 each quarter thereafter.

15 (f) The recovery corporation may adopt reasonable written
16 bylaws, rules, and procedures to carry out the purposes of this
17 chapter. The representative of the Attorney General may vote on
18 the adoption of bylaws, rules, and procedures notwithstanding
19 paragraph (2) of subdivision (a) of Section 12202.