



by Karen M. Bray and Stephen E. Norris

DRIVE RESPONSIBLY

Figueroa v. United States holds that a post-accident cash deposit in lieu of insurance does not establish legal financial responsibility at the time of an accident in which injury occurs

UNDER California's financial responsibility laws, every owner and operator of a vehicle must be able to establish at all times financial responsibility through liability insurance or its functional equivalent. Any owner or operator who fails to comply with these laws is generally barred by Proposition 213¹ (Prop. 213) from recovering noneconomic damages in a personal injury action arising from a motor vehicle accident.

One functional equivalent of liability insurance is a cash deposit with the California Department of Motor Vehicles (DMV) made prior to the operation of a motor vehicle. It is clear from the financial responsibility laws that in order for a cash deposit to establish financial responsibility, the deposit must be made before the motorist operates a vehicle in California. Nonetheless, in recent years, some uninsured plaintiffs have attempted to

establish their financial responsibility by making a cash deposit with the DMV after an accident in which they have sustained injuries. These plaintiffs have argued that making a post-accident deposit entitles them to recover noneconomic damages just as though, prior to the accident, they had purchased an automobile liability policy or made a cash deposit with the DMV. However, a post-accident deposit is contrary to the purpose, terms, and history of California's financial responsibility laws and is subject to challenge in litigation arising from motor vehicle accidents. Accordingly, recovery of noneconomic damages by these plaintiffs is barred by Prop. 213.

Proposition 213

California motorists must comply with the state's financial responsibility laws, which in essence require that they have a source of funds available to compensate others for

injury arising from a vehicle's operation or use.² Vehicle owners and operators typically comply with the financial responsibility laws by purchasing insurance, but there are alternative ways for motorists to do so, such as by depositing \$35,000 cash with the DMV before operating a vehicle.³

In an attempt to encourage compliance with the financial responsibility laws, voters in 1996 approved Prop. 213, known as The Personal Responsibility Act of 1996.⁴ The act "was intended to punish and deter scofflaws, i.e., drivers who do not obey the financial responsibility laws," by precluding their recovery of noneconomic damages arising out of a motor vehicle accident.⁵ "Prop-

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osition 213 sought to ‘restore balance to our justice system’ by ensuring that those ‘who fail to take essential personal responsibility’ would ‘not be rewarded for their irresponsibility and law breaking.’”⁶

The initiative was fueled by the fairness principle that “those who do not contribute to the insurance pool—and thereby drive up the costs of premiums for automobile insurance” should not be permitted “to reap the benefits of the coverage paid for by law-abiding motorists.”⁷ The initiative was likewise prompted by the desire to reduce the cost of insurance by “encouraging motorists to buy liability insurance.”⁸ Based on these policy considerations, after passage of Prop. 213, anyone who owns or operates a motor vehicle without a form of financial responsibility in place—i.e., with no means of compensating those who might be injured as a result of the operation of the vehicle—may recover only his or her economic losses in any action involving damages arising from the operation of the vehicle.

Codified as Civil Code Section 3333.4, Prop. 213 provides that a person injured in a motor vehicle accident may not recover noneconomic damages if that person was 1) “the owner of a vehicle involved in the accident and the vehicle was not insured as required by the financial responsibility laws,” or 2) “the operator of a vehicle involved in the accident” who cannot establish “his or her financial responsibility as required by the financial responsibility laws.”⁹

Although Prop. 213 has been in effect for over 20 years, it is only in recent years that plaintiffs have begun relying on post-accident deposits as a basis for claiming they complied with the financial responsibility laws. Motorists who make post-accident deposits have done so for expediency. They argue that the post-accident deposit establishes compliance with the financial responsibility laws and entitles them to recover noneconomic damages, even though they did not have insurance or other form of financial responsibility in place at the time of the accident, and therefore had no means of compensating anyone they might have injured. It appears that the sole purpose of the post-accident deposit is thus to avoid the effect of Prop. 213 since it seems obvious that motorists relying on such a deposit would not have transferred \$35,000 to the DMV were they being sued for causing injury or property damage in an accident.

The plaintiffs who have resorted to post-accident deposits have attempted to rationalize the tactic by focusing on a narrow reading of a single statute while ignoring the many others that, read together, form the statutory framework underlying the financial responsibility laws. Specifically, these plaintiffs

have relied on Vehicle Code Section 16054.2, which states that evidence of financial responsibility may be established “[b]y depositing with the [DMV] cash in the amount specified in Section 16056.”¹⁰ They point out that Section 16054.2 does not specifically state that the deposit must be in place at the time of the accident. According to the plaintiffs, the lack of any contemporaneous timing requirement and the use of the present continuous tense “[b]y depositing” means that a deposit made after an accident establishes

financially responsible,” but “merely provides the occasion for demonstrating that a pre-existing obligation has been satisfied.”¹³

In *Figueroa v. United States*, a federal district court expressly rejected the post-accident cash deposit tactic, ruling that the plaintiff in that case, who was injured in an accident in 2013 but did not make a cash deposit until 2015, was not entitled to recover noneconomic damages because “at the time of the accident,” the plaintiff “had no form of financial responsibility in effect to compensate

Proposition 213 “was intended to punish and deter scofflaws, i.e., drivers who do not obey the financial responsibility laws.”

compliance with the financial responsibility laws for that prior accident. Therefore, they argue that they are entitled to recover noneconomic damages under subdivision (a)(3) of Civil Code Section 3333.4 as a vehicle “operator” who can “establish his or her financial responsibility as required by the financial responsibility laws.” In relying on Section 16054.2, plaintiffs contrast its language with that of Vehicle Code Section 16054, which states that compliance with the financial responsibility laws may be shown with an automobile liability policy or bond that was “in effect at the time of the accident.”

Plaintiffs who have made post-accident deposits also attempt to support their reading of Vehicle Code Section 16054.2 with a legislative history argument, noting that Section 16054.2 was derived from former Vehicle Code Section 420—the “security following accident” law. Former Section 420 required that those involved in an accident must deposit funds in an amount determined by the DMV based upon the post-accident report and other post-accident evidence.

These arguments should be rejected because post-accident deposits do not fulfill the requirements of the financial responsibility laws.

Post-accident Deposit Tactics

California appellate courts have yet to address the validity of the unorthodox post-accident deposit tactic in light of Prop. 213, though they have left no doubt that financial responsibility must be in effect at the time of the accident in dispute. Specifically, the court of appeal has noted that financial responsibility is “a responsibility concurrent with vehicle ownership or operation,”¹¹ that the financial responsibility laws are “intended to provide a guarantee that every driver will be financially responsible before he begins driving,”¹² and that a motorist’s “involvement in [an] accident does not create the obligation to be

other parties who might be injured.”¹⁴ The court reasoned that Vehicle Code Section 16020 requires that both drivers and owners of motor vehicles “shall at all times be able to establish financial responsibility” and “shall at all times carry in the vehicle evidence of the form of financial responsibility in effect for the vehicle.”¹⁵ Based on this statute, the court concluded that a post-accident cash deposit cannot establish the plaintiff’s financial responsibility at the time of the accident giving rise to the injury.

The *Figueroa* court’s conclusion that financial responsibility must be concurrent with vehicle operation is supported by express provisions in the financial responsibility law statutes, the DMV’s interpretation of those statutes, the legislative history of the financial responsibility laws, and the policies underlying Prop. 213.

Numerous Vehicle Code provisions expressly require that financial responsibility be in place at all times. The statutes comprising the financial responsibility laws clearly indicate that a form of financial responsibility must be in place as a precondition to driving in California. For example, Vehicle Code Section 16000.7 defines an “uninsured motor vehicle” as one “for which financial responsibility...was not in effect at the time of the accident.”

Similarly, Section 16020, discussed by the court in *Figueroa*, mandates that all owners and operators “shall at all times be able to establish financial responsibility...and shall at all times carry in the vehicle evidence of the form of financial responsibility in effect for the vehicle.”¹⁶ The same section lists various documents that may be carried to establish financial responsibility “at all times,” including a liability insurance form or, in the event of a deposit under Vehicle Code Section 16054.2, a “certificate of...the assignment of deposit letter issued by the [DMV].”¹⁷

MCLE Test No. 270

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- One of the purposes of the Personal Responsibility Act of 1996 was to bar drivers who have not complied with the financial responsibility laws from recovering noneconomic damages in an action arising from a motor vehicle accident.
True.
False.
- Vehicle owners must comply with the financial responsibility laws to recover noneconomic damages in an action arising from a motor vehicle accident, but nonowner vehicle operators are exempted from the financial responsibility laws.
True.
False.
- One way to comply with the financial responsibility laws is to maintain vehicle liability insurance.
True.
False.
- The Vehicle Code defines an “uninsured motor vehicle” as one for which financial responsibility was not in effect at the time an accident occurs.
True.
False.
- Under former Vehicle Code Section 420—the “security following accident” law—an uninsured driver could avoid license suspension by depositing cash with the Department of Motor Vehicles in an amount the DMV assessed would satisfy any potential judgment against him or her.
True.
False.
- California appellate courts have held that maintaining financial responsibility is an obligation that is concurrent with owning or operating a vehicle.
True.
False.
- In *Figueroa v. United States*, a federal district court concluded that an uninsured plaintiff who made a cash deposit with the DMV after an accident was not in compliance with the financial responsibility laws at the time of the accident.
True.
False.
- A vehicle owner involved in an accident can comply with the financial responsibility laws by signing a document assuring the other driver that he or she will subsequently post a cash deposit with the DMV.
True.
False.
- California Vehicle Code Section 16054.2, which governs cash deposits with the DMV under the financial responsibility laws, does not expressly state that such deposits must be in place as a precondition to owning or operating a vehicle.
True.
False.
- A vehicle operator must at all times carry in the vehicle proof of some form of financial responsibility.
True.

- False.
- Vehicle owners must show compliance with the financial responsibility laws in order to renew their vehicle registration.
True.
False.
- To use the cash deposit option as a means of complying with the financial responsibility laws, a vehicle owner or operator must deposit \$75,000 with the DMV.
True.
False.
- Under California rules of statutory construction, the statutes addressing cash deposits should be read and interpreted separately from the remaining statutes comprising the financial responsibility laws.
True.
False.
- According to the California Driver Handbook published by the DMV, one way to comply with the financial responsibility laws is to allow the DMV to secure a lien against a registered vehicle.
True.
False.
- The DMV must notify drivers concerning the penalties for failing to comply with the financial responsibility laws.
True.
False.
- A defendant in an action arising from a motor vehicle accident may file a motion for summary adjudication on the question whether plaintiff failed to comply with the financial responsibility laws and therefore is not entitled to recover noneconomic damages.
True.
False.
- A defendant in an action arising from a motor vehicle accident may file a motion in limine to exclude evidence of noneconomic damages based on Proposition 213 if the plaintiff failed to comply with the financial responsibility laws.
True.
False.
- The question whether a plaintiff was in compliance with the financial responsibility laws is a preliminary fact on which the admissibility of noneconomic damages hinges and may therefore be resolved by the trial court.
True.
False.
- One way to demonstrate compliance with the financial responsibility laws is to carry a certificate acknowledging that cash has been deposited with the DMV.
True.
False.
- The DMV may suspend, cancel, or revoke a vehicle’s registration if the owner fails to provide proof of financial responsibility.
True.
False.

MCLE Answer Sheet #270



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Likewise, Vehicle Code Section 16025 requires that “[e]very driver” involved in an accident provide “[e]vidence of financial responsibility, as specified in Section 16020” to “any other driver or property owner involved...and present at the scene.”¹⁸ Also, Vehicle Code Section 16028 states that every driver must provide a peace officer who is issuing a citation or investigating an accident with “evidence of financial responsibility for the vehicle that is in effect at the time the demand is made.”¹⁹

Finally, Vehicle Code Section 1656.2 requires that the DMV notify drivers concerning penalties for noncompliance with the financial responsibility laws, noting that drivers must “carry written evidence of valid automobile liability insurance...[or] a \$35,000 cash deposit” and “must provide evidence of financial responsibility” whenever they renew their vehicle registration and after they “are cited by a peace officer for a traffic violation or are involved in any traffic accident.”²⁰

Read collectively, these statutes leave no doubt that some form of financial responsibility must exist from the time a driver first operates a vehicle.²¹ A driver cannot retroactively establish financial responsibility any more than that driver could retroactively avoid a citation for failing to comply with the financial responsibility laws.²²

Uninsured plaintiffs point to the fact that neither Vehicle Code Section 16054.2 nor Civil Code Section 3333.4 expressly states that a cash deposit must be in place when an accident occurs. The absence of an express declaration in these two statutes is irrelevant, however, because Vehicle Code Section 16020 and the other statutes codifying the financial responsibility laws unequivocally require financial responsibility be in effect at the time of the accident. Nothing in the language of Section 16054.2 suggests that a cash deposit—unlike all other forms of financial responsibility—may be secured after an accident to retroactively create compliance with the law.

The DMV interprets the statutes to require financial responsibility at all times. The argument that Vehicle Code Section 16054.2 allows for a post-accident deposit also conflicts with the DMV’s interpretation of the financial responsibility laws. Multiple DMV publications reflect the department’s understanding that, whether a driver opts for insurance or a cash deposit, either must be in place at all times to comply with the financial responsibility laws.²³

For example, the California Driver Handbook advises drivers that “[t]he California Compulsory Financial Responsibility Law requires every driver and every owner of a motor vehicle to maintain financial responsibility (liability coverage) at all times.”²⁴ The handbook lists “4 forms of financial

responsibility”: liability insurance, a “deposit of \$35,000 with DMV, a surety bond, or a “DMV-issued self-insurance certificate.”²⁵ The handbook also states that a driver “must possess evidence of financial responsibility whenever you drive, and show it to a peace officer after a traffic stop or collision when asked to do so.”²⁶

Documents issued by the DMV when a person provides a cash deposit reflect the fact that the deposit is effective only to establish financial responsibility prospectively. These documents typically include a receipt for the deposit and an “Acknowledgment

a key purpose of the financial responsibility laws—i.e., to afford monetary protection to those injured by virtue of the acts of financially irresponsible drivers.

The legislature therefore repealed Section 420 and enacted provisions listing alternative forms of financial responsibility and requiring that one be in place at all times as a precondition to operating a vehicle.²⁸ The legislative history is replete with statements that the legislature’s goal was to make financial responsibility an obligation that is concurrent with the operation of a motor vehicle in California.

Post-accident deposits run counter to the

Section 16020, discussed by the court in *Figueroa*, mandates that all owners and operators “shall at all times be able to establish financial responsibility...and shall at all times carry in the vehicle evidence of the form of financial responsibility in effect for the vehicle.”

of Cash Deposit” form. The documents 1) state that the form must be carried at all times as evidence of compliance with the financial responsibility laws under Vehicle Code Section 16020, 2) explain that the deposit number assigned by the DMV may be used in lieu of insurance policy information on any accident report, and 3) direct that the form must be provided to a peace officer in the event of an accident or citation as proof of financial responsibility. This language is prospective and does not indicate that a cash deposit can cure a past failure to be financially responsible.

The “security following accident” law was expressly repealed in 1974. Plaintiffs’ post-accident deposit arguments are based largely on a statute that was expressly repealed by the legislature in 1974. Specifically, former Vehicle Code Section 420 permitted uninsured drivers to make a cash deposit in an amount calculated by the DMV after an accident occurred. Under that law, the DMV was authorized to suspend the license of an uninsured driver who was involved in an accident unless the driver deposited security “sufficient in the opinion of the department to satisfy any final judgment against him.”²⁷ The legislative history relating to the repeal of the law indicates that these post-accident proceedings imposed costly administrative burdens on the DMV. Moreover, allowing this loophole in the financial responsibility laws resulted in drivers’ operating their vehicles without insurance while opting to avoid the expense of procuring insurance in favor of risking having to post a deposit after an accident. This tactic conflicted with

purposes underlying Prop. 213 and the financial responsibility laws. If post-accident deposits could retroactively establish compliance with the financial responsibility laws, there would no longer be any consequence for noncompliance. Injured uninsured motorists could simply buy their way back into compliance when it becomes in their financial interest to do so by obtaining a loan secured by future lawsuit recovery to post a cash deposit. Yet those hurt by the uninsured would be left with no source of compensation. The result would be to nullify the financial responsibility laws, in direct contravention of fundamental rules of statutory construction.²⁹

Challenging Post-accident Deposits

Whenever Prop. 213 might be invoked as a defense, the defendant may take appropriate steps to raise the issue in the trial court and preserve it for potential appellate review.

Plead Prop. 213 as an affirmative defense and conduct discovery on the financial responsibility issue. A plaintiff’s failure to comply with the financial responsibility laws should be asserted as an affirmative defense in the defendant’s answer. The defendant should also conduct discovery to determine whether the plaintiff was insured at the time of the accident or had some other form of financial responsibility in place. If the plaintiff posted a deposit with the DMV, it is critically important that discovery be conducted to verify whether the deposit was posted before or after the accident.

Do not pursue a motion for summary ad-

judication based on Prop. 213. The summary adjudication statute—Code of Civil Procedure Section 437c—provides that a party cannot obtain summary adjudication on a damages claim that does not dispose of at least one cause of action.³⁰ A party may move for summary adjudication “as to...one or more claims for damages...if the party contends that the cause of action has no merit, that there is no affirmative defense to the cause of action, that there is no merit to an affirmative defense as to any cause of action, that there is no merit to a claim for damages, as specified in Section 3294 of the Civil Code, or that one or more defendants either owed or did not owe a duty” to plaintiff.³¹

Section 437c therefore “does not permit summary adjudication of a single item of compensatory damage which does not dispose of an entire cause of action.”³² The statute allows only for summary adjudication of a punitive damages claim, not a component of compensatory damages.³³ As one court observed: “The reference to ‘one or more claims for damages’ in the first part of the sentence is thus still qualified by, and limited to, punitive damages” and “there is no other reasonable interpretation of the sentence which gives effect to all of its words.”³⁴ The reason for the distinction is that “it is a waste of court time to attempt to resolve issues if the resolution of those issues will not result in summary adjudication of a cause of action.”³⁵ “Since the cause of action must still be tried, much of the same evidence will be considered by the court at the time of trial.”³⁶

File a motion in limine. Defense counsel should file a motion in limine to exclude evidence of noneconomic losses based on Prop. 213, explaining why a post-accident deposit does not comply with the financial responsibility laws.³⁷ The motion should be supported by plaintiff’s discovery responses and other evidence needed to establish that, at the time of the accident, plaintiff was not insured and did not have any other form of financial responsibility in place and that plaintiff instead belatedly deposited cash with the DMV.

If the trial court denies the motion in limine on the ground that Prop. 213 does not bar plaintiff’s noneconomic damages claim, defense counsel should make an offer of proof during trial concerning all evidence supporting the Prop. 213 defense. The offer should include admissions from the plaintiff’s discovery responses that he did not have insurance at the time of the accident as well as copies of the DMV documents acknowledging that cash was deposited after the accident. The offer of proof is necessary to preserve the issue of the impropriety of the cash deposit for appeal.

File a motion to bifurcate. Because there is a chance that the trial court may deny the

motion in limine (either as a matter of law or on the grounds that there are factual disputes pertaining to the Prop. 213 defense), counsel should also file a timely motion to bifurcate the trial requesting that the trial court separately resolve the Prop. 213 issues first. The question whether plaintiff was in compliance with the financial responsibility laws at the time of the accident is a “preliminary fact” upon which the admissibility of evidence of pain and suffering hinges.³⁸ The determination of that preliminary fact is properly submitted to the court in accordance with Evidence Code Section 405.³⁹

Thus, the motion should argue that bifurcation is necessary because, if the defense is correct about the application of Prop. 213, none of the plaintiff’s noneconomic damages evidence, which will invariably be used to play to the jury’s sympathies, should be presented to the jury. If Prop. 213 applies, admission of such evidence will serve only to taint the jury’s evaluation of liability, fault allocation, and other damages claims. Moreover, resolving the Prop. 213 defense in advance will streamline the trial by avoiding potentially unnecessary discussions concerning the admissibility of noneconomic damages evidence, the propriety of noneconomic damages jury instructions, whether noneconomic damages may be included on the verdict form, and whether the plaintiff’s counsel may argue noneconomic damages to the jury.

If the plaintiff opposes bifurcation or the court is reluctant to grant it, defense counsel should argue that, absent bifurcation, the defense should be entitled to offer during the trial before the jury all of the evidence necessary for the jury to determine whether plaintiff was not insured or otherwise financially responsible at the time of the accident. If the jury finds against the plaintiff on that issue, then the verdict form should instruct the jury not to award noneconomic damages.

Oppose any effort to defer a Prop. 213 issue to a second trial phase of post-trial motion. In opposition to a motion in limine or motion to bifurcate, plaintiff may argue that the court should deny the motions and allow the jury to award noneconomic damages. The plaintiffs likely will argue that the court should resolve the Prop. 213 issue by means of a second phase of trial before entering judgment or even by way of a post-trial motion for partial judgment notwithstanding verdict. The plaintiff may contend that proceeding in such a manner would promote judicial economy because, if the court rules that noneconomic damages should be stricken, a court of appeal can simply reinstate the award in the event of reversal rather than having to order a new trial on the noneconomic damages claim. These arguments should be rejected for two reasons.

First, trying the Prop. 213 issue in a second phase of the trial after the admission of evidence of pain and suffering is contrary to the public policy underlying Prop. 213, which dictates that a jury should never hear evidence regarding a plaintiff’s noneconomic damages if the plaintiff was uninsured and cannot otherwise establish financial responsibility at the time of the accident. Moreover, the prejudice from admitting irrelevant evidence that could potentially color the jury’s deliberations on other issues cannot simply be undone on appeal by striking an award that the plaintiff should not have received in the first place based on evidence that should not have been introduced.

Second, there is no procedural basis for deferring submission of the evidence in support of a motion in limine until the filing of a motion for judgment notwithstanding verdict. This motion must be based on evidence presented during trial; it cannot be based on evidence submitted with a motion for judgment notwithstanding verdict—and the plaintiff presumably will not want the jury to hear evidence that he or she failed to have insurance in place at the time of the accident.

Until a California appellate court issues a decision rejecting post-accident deposits as a basis for establishing financial responsibility, uninsured plaintiffs will continue to employ this tactic in their effort to recover noneconomic damages—often one of the largest components of a personal injury plaintiff’s verdict. Defense counsel should therefore be prepared to challenge these noneconomic damages claims by employing the appropriate arguments and procedures. ■

¹ Enacted as CIV. CODE §3333.4.

² VEH. CODE §§16000 *et seq.*

³ See VEH. CODE §16021, which provides that “financial responsibility” is established if the driver or owner of the vehicle involved in an accident is:

- (a) A self-insurer under the provisions of this division.
- (b) An insured or obligee under a form of insurance or bond that complies with the requirements of this division and that covers the driver for the vehicle involved in the accident.
- (c) The United States of America, this state, any municipality or subdivision thereof, or the lawful agent thereof.
- (d) A [cash] depositor in compliance with subdivision (a) of Section 16054.2.
- (e) An obligee under a policy issued by a charitable risk pool that complies with subdivision (b) of Section 16054.2.
- (f) In compliance with the requirements authorized by the department by any other manner which effectuates the purposes of this chapter.

See also VEH. CODE §16000.7, which provides that a vehicle is deemed uninsured if the owner cannot establish that some form of “financial responsibility” for the vehicle was “in effect at the time of the accident.”

⁴ *Allen v. Sully-Miller Contracting Co.*, 28 Cal. 4th 222, 225 (2002).

⁵ *Hodges v. Superior Ct.*, 21 Cal. 4th 109, 115, 117 (1999).

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⁶ Day v. City of Fontana, 25 Cal. 4th 268, 275 (2001); accord Allen, 28 Cal. 4th at 229; see Hodges, 21 Cal. 4th at 116.

⁷ Hodges, 21 Cal. 4th at 115.

⁸ Yoshioka v. Superior Ct., 58 Cal. App. 4th 972, 983 (1997).

⁹ CIV. CODE §§3333.4(a)(2),(3). This article does not address other provisions of CIV. CODE §3333.4 precluding recovery of noneconomic damages by drivers convicted of operating a motor vehicle while intoxicated.

¹⁰ See VEH. CODE §16056.

¹¹ Goodson v. Perfect Fit Enters., 67 Cal. App. 4th 508, 515 (1998).

¹² Ruttenberg v. Dep't of Motor Vehicles, 194 Cal. App. 3d 1277, 1285 (1987).

¹³ Anacker v. Sillas, 65 Cal. App. 3d 416, 422 (1976).

¹⁴ Figueroa v. United States, No. CV 15-555-JFW (ASx), 2015 WL 11438605, at *3 (C.D. Cal. Dec. 9, 2015) (emphasis in original).

¹⁵ *Id.* (emphasis in original).

¹⁶ VEH. CODE §16020(a).

¹⁷ VEH. CODE §16020(b)(1), (b)(2), (d).

¹⁸ VEH. CODE §16025(a)(2).

¹⁹ VEH. CODE §16028(a)-(c).

²⁰ See also VEH. CODE §4750(e) (DMV must refuse vehicle registration, renewal, or transfer absent evidence of financial responsibility), 4000.37 (registration renewal requires evidence of insurance or cash deposit), and 4000.38 (vehicle registration suspended, canceled, or revoked absent proof of financial responsibility).

²¹ See generally Bighorn-Desert View Water Agency v. Verjil, 39 Cal. 4th 205, 218 (2006).

²² See Yoshioka v. Superior Ct., 58 Cal. App. 4th 972, 986 (1997).

²³ See Yamaha Corp. of Am. v. State Bd. of Equalization, 19 Cal. 4th 1, 7 (1998).

²⁴ DMV, CALIFORNIA DRIVER HANDBOOK 88 (2017), available at https://www.dmv.ca.gov/web/eng_pdf/dl600.pdf (last viewed June 29, 2017).

²⁵ *Id.*

²⁶ *Id.*; accord Important Facts About The Compulsory Financial Responsibility Law SR 104, DMV, available at <https://www.dmv.ca.gov> (last viewed June 29, 2017) (citing VEH. CODE §§16054.2, 16056); Financial Responsibility (Insurance) Requirements for Vehicle Registration (FFVR 18), DMV, available at <https://www.dmv.ca.gov> (last viewed June 29, 2017).

²⁷ Rios v. Cozens, 7 Cal. 3d 792, 794 (1972).

²⁸ See, e.g., VEH. CODE §§16020, 16021, 16054, 16054.2, 16056.

²⁹ See, e.g., Tuolumne Jobs & Small Business Alliance v. Superior Ct., 59 Cal. 4th 1029, 1039 (2014); Metcalf v. County of San Joaquin, 42 Cal. 4th 1121, 1131 (2008).

³⁰ CODE CIV. PROC. §437c(f)(1).

³¹ *Id.*

³² DeCastro West Chodorow & Burns, Inc. v. Superior Ct., 47 Cal. App. 4th 410, 419-23 (1996); see also Hindin v. Rust, 118 Cal. App. 4th 1247, 1259-60 (2004).

³³ DeCastro, 47 Cal. App. 4th at 419-23.

³⁴ *Id.*

³⁵ *Id.* at 419 (internal quotation marks omitted).

³⁶ *Id.* (internal quotation marks omitted). There is one exception to this rule, but it is of limited utility because it requires a joint request and declarations from both sides explaining how the motion will promote judicial economy by decreasing trial time or increasing the likelihood of settlement. (See CODE CIV. PROC. §437c(t).)

³⁷ Hindin, 118 Cal. App. 4th at 1260 (citing DeCastro, 47 Cal. App. 4th at 423).

³⁸ See EVID. CODE §400.

³⁹ EVID. CODE §405(a); see People v. Chapman, 50 Cal. App. 3d 872, 879 (1975).