

Judicial Council Standing Committee on  
Model Utah Civil Jury Instructions

## Agenda

September 14, 2026

4:00 to 6:00 p.m.

Via [Webex](#)

|                                                                                   |       |                   |
|-----------------------------------------------------------------------------------|-------|-------------------|
| Welcome and Approval of April Minutes                                             | Tab 1 | Alyson McAllister |
| CV905 Exception to Silence Equaling Acquiescence (correct typo or more)           | Tab 2 | Jace Willard      |
| CV101 and CV101A General admonitions (consider adding prohibition re AI chatbots) | Tab 3 | Alyson McAllister |
| Reasonableness presentation                                                       |       | Bill Eggington    |
| CV2142-45 Quantum Meruit draft instructions; CV2221 Unjust Enrichment draft       | Tab 4 | Aaron Pacini      |
| Progress on Instruction Topics                                                    | Tab 5 | (Informational)   |

[Committee Web Page](#)

[Published Instructions](#)

**Meeting Schedule:** Monthly on the 2<sup>nd</sup> Monday at 4 pm

**Next meeting:** October 14, 2026

TAB 1

# MINUTES

## Advisory Committee on Model Civil Jury Instructions

April 13, 2026

4:00-6:00 p.m.

Present: Alyson McAllister, Stewart Harman, Bill Eggington, Judge Brian D. Bolinder, Robert Fuller, Kara North, Michael Lichfield, John Macfarlane, Ben Lusty, Aaron Pacini, Jace Willard (staff), Clancey Henderson (staff)

Excused: None

Guests: Tracy Fowler

### 1. Welcome and Approval of Minutes

Ms. McAllister welcomed the Committee. The Minutes from the February 2026 meeting were approved.

### 2. Membership Update

Robert Fuller was welcomed as a new member of the Committee.

### 3. Public Comments for CV2003 (Econ. Dmg.); CV2005 (Econ. Dmg. Med. Care); CV2119 (Impl. Cov. GFFD)

Proposed revisions to instructions CV2003 (Econ. Dmg.); CV2005 (Econ. Dmg. Med. Care); and CV2119 (Impl. Cov. GFFD) were published in January and February 2026. No public comments were submitted for the Committee's consideration. Accordingly, the revisions will be left unaltered.

### 4. Subcommittee Work on Product Liability Instructions

Mr. Fowler, Chair of the Products Liability Subcommittee, reported on the subcommittee's work on product liability instructions. Mr. Fowler provided the Committee with a packet containing proposed amendments to certain jury instruction and several new proposed jury instructions. The subcommittee's work was oriented to changes necessitated by recent appellate decisions, and considered changes to text, comments, and committee notes. The subcommittee's submission represents the culmination of their work since 2017, and represents a consensus of various members that participated in the project over the years.

### 5. CV 1002 Strict liability. Elements of claim for a [design] [manufacturing] defect.

Mr. Fowler presented the subcommittee's proposal on CV 1002. He indicated that the proposed changes were designed to make clear the plaintiff's burden of proof, consistent with the holding

in *Peterson v. Hyundai Motor Company*, 2021 UT App 128, ¶ 56. The Committee reviewed the proposed amendment to the instruction and determined to add a pin cite to that case listed in the references.

Following discussion, Mr. Macfarlane moved to approve the instruction. Mr. Lichfield seconded the motion. Upon a vote, the proposed instruction was unanimously approved by the Committee for publication for public comment, which will occur after the Committee has completed its review of all of the other proposed revisions.

6. CV1012 Strict liability. Component part manufacturer. Part defective only as incorporated into finished product.

Mr. Fowler presented the subcommittee's proposal on CV1012. He indicated the proposed changes are based largely on *Gudmundson v. Del Ozone*, 2010 UT 33, 232 P.3d 1059. The Committee reviewed the proposed amendment to the instruction and concerns were raised about whether the edits reflected all pertinent case law, in particular whether the reasonably foreseeable element and duty to warn element remain good law. The Committee discussed breaking the instruction into separate parts so that terms requiring a definition or further explanation (i.e., substantial participation and the duty to foresee) have a distinct instruction. The Committee discussed use of certain terms (such as integration and incorporated) and their potential effect on jury comprehension. Mr. Fuller raised an issue as to whether the "distributed/sold" language in brackets should be removed as unnecessary since this instruction may be inapplicable to a retailer, for example. The Committee determined the proposed instruction should be held over for further consideration.

7. CV1013 Strict liability. Component part manufacturer. Defective part incorporated into finished product.

The Committee discussed the proposal on CV1013, and considered additional amendments to ensure the instructions are consistent in addressing the subject matter—a component part that is defective *before* integration. The Committee considered a need for a separate instruction regarding a retailer's strict liability. Again, it was suggested the "distributed/sold" language in brackets should be removed as in draft CV1012. The Committee determined the proposed instruction should be held over for further consideration.

8. CV1050 Allocation Between Strict Liability Defendants and Other Parties/Third Parties.

The Committee considered proposed CV1050, and discussed the instruction's language in light of CV211 (Allocation of Fault). The Committee considered additional changes to the proposed language for clarity and jury comprehension. Ms. McAllister suggested substituting the term "acts or omissions" for the term "fault" in several instances. The Committee discussed clarifying the issue of allocation of fault among strictly liable defendants. The Committee determined the

proposed instruction should be held over for further revisions to make clear in the instruction or Committee Note when fault should be allocated among defendants.

#### 9. Additional Instructions Considered by the Subcommittee.

The Committee considered the additional proposed amendments to other instructions and new proposed instructions. The Committee identified the need for additional time to consider the proposed instructions and the holdings of the referenced cases.

The Committee identified CV10-- Product liability – No Duty to Make a Safe Product Safer, as requiring further discussion, given the history of a similar proposed instruction and the citation to older authority in the Reference section for the instruction.

#### 10. Scheduling and adjournment

The next meeting will be held on May 11, 2026, at 4:00 p.m.

The meeting adjourned.

TAB 2

## Option 1:

### CV905 Exception to Silence Equaling Acquiescence

[Name of defendant] asserts that [he or she] did not acquiesce to the boundary on the basis that [he or she] could not access [his or her] property. If [name of defendant] **proves** shows by a preponderance of the evidence that [he or she] could not access [his or her] property, then you must find that [name of defendant] did not acquiesce to the boundary.

#### References

Anderson v. Fautin, 2016 UT 22, [¶ para. 24](#), 379 P.3d 1186.

Carter v. Hanrath, 925 P.2d 960, 962 (Utah 1996).

#### Committee Notes

The burden of proof for this defense is not entirely clear from the case law; however, a preponderance of the evidence standard would apply in absence of authority to suggest the higher clear and convincing standard would be applicable.

## Option 2:

### CV905 Exception to Silence Equaling Acquiescence

~~[Name of defendant] asserts that [he or she] did not acquiesce to the boundary on the basis that [he or she] could not access [his or her] property. If [name of defendant] proves shows by a preponderance of the evidence that [he or she] could not access [his or her] property, then you must find that [name of defendant] did not acquiesce to the boundary.~~

A landowner's silence or nonuse does not show acquiescence during any period in which the landowner was physically unable to access or possess the disputed area. Therefore, if [name of defendant] was physically unable to access or possess the disputed area, you must not treat [his or her] silence or nonuse during that period as acquiescence.

#### References

Anderson v. Fautin, 2016 UT 22, [¶ para. 24](#), 379 P.3d 1186.

Carter v. Hanrath, 925 P.2d 960, 962 (Utah 1996).

#### Committee Notes

~~The burden of proof for this defense is not entirely clear from the case law; however, a preponderance of the evidence standard would apply in absence of authority to suggest the higher clear and convincing standard would be applicable.~~

TAB 3

**CV101 General admonitions.**

Now that you have been chosen as jurors, you are required to decide this case based only on the evidence that you see and hear in this courtroom and the law that I will instruct you about. For your verdict to be fair, you must not be exposed to any other information about the case. This is very important, and so I need to give you some very detailed explanations about what you should do and not do during your time as jurors.

First, although it may seem natural to want to investigate a case, you must not try to get information from any source other than what you see and hear in this courtroom. You may not use any printed or electronic sources to get information about this case or the issues involved. This includes the Internet, reference books or dictionaries, newspapers, magazines, television, radio, computers, iPhones, Smartphones, or any social media or electronic device. You may not do any personal investigation. This includes visiting any of the places involved in this case, using Internet maps or Google Earth, talking to possible witnesses, or creating your own experiments or reenactments.

Second, although it may seem natural, you must not communicate with anyone about this case, and you must not allow anyone to communicate with you. You may not communicate about the case by any means, including by emails, text messages, tweets, blogs, chat rooms, comments, other postings, or any social media.

You may notify your family and your employer that you have been selected as a juror and you may let them know your schedule. But do not talk with anyone about the case, including your family and employer. You must not even talk with your fellow jurors about the case until I send you to deliberate. If you are asked or approached in any way about your jury service or anything about this case, you must respond that you have been ordered not to discuss the matter. And then please report the contact to the clerk or the bailiff, and they will notify me.

Also, do not talk with the lawyers, parties or witnesses about anything, not even to pass the time of day.

I know that these restrictions affect activities that you consider to be normal and harmless and very important in your daily lives. However, these restrictions ensure that the parties have a fair trial based only on the evidence and not on outside information. Information from an outside source might be inaccurate or incomplete, or it might simply not apply to this case, and the parties would not have a chance to explain or contradict that information

because they wouldn't know about it. That's why it is so important that you base your verdict only on information you receive in this courtroom.

Courts used to sequester-or isolate-jurors to keep them away from information that might affect the fairness of the trial, but we seldom do that anymore. But this means that we must rely upon your honor to obey these restrictions, especially during recesses when no one is watching.

Any juror who violates these restrictions jeopardizes the fairness of the proceedings, and the entire trial may need to start over. That is a tremendous expense and inconvenience to the parties, the court and the taxpayers. Violations may also result in substantial penalties for the juror.

If any of you have any difficulty whatsoever in following these instructions, please let me know now. If any of you becomes aware that one of your fellow jurors has done something that violates these instructions, you are obligated to report that as well. If anyone tries to contact you about the case, either directly or indirectly, or sends you any information about the case, please report this promptly as well. Notify the bailiff or the clerk, who will notify me. These restrictions must remain in effect throughout this trial. Once the trial is over, you may resume your normal activities. At that point, you will be free to read or research anything you wish. You will be able to speak-or choose not to speak-about the trial to anyone you wish. You may write, or post, or tweet about the case if you choose to do so. The only limitation is that you must wait until after the verdict, when you have been discharged from your jury service.

So, keep an open mind throughout the trial. The evidence that will form the basis of your verdict can be presented only one piece at a time, and it is only fair that you do not form an opinion until I send you to deliberate.

## **References**

CACI 100

## **MUJI 1st Instruction**

1.1; 2.4.

## **Committee Notes**

News articles have highlighted the problem of jurors conducting their own internet research or engaging in outside communications regarding the trial while it is ongoing. See,

e.g., *Mistrial by iPhone: Juries' Web Research Upends Trials*, New York Times (3/18/2009). The court may therefore wish to emphasize the importance of the traditional admonitions in the context of electronic research or communications.

**Committee Amended**

9/2011, 3/2020

**CV101A General admonitions. [self-represented litigant version]**

Now that you have been chosen as jurors, you are required to decide this case based only on the evidence that you see and hear in this courtroom and the law that I will instruct you about. For your verdict to be fair, you must not be exposed to any other information about the case. This is very important, and so I need to give you some very detailed explanations about what you should do and not do during your time as jurors.

First, although it may seem natural to want to investigate a case, you must not try to get information from any source other than what you see and hear in this courtroom. You may not use any printed or electronic sources to get information about this case or the issues involved. This includes the Internet, reference books or dictionaries, newspapers, magazines, television, radio, computers, iPhones, Smartphones, or any social media or electronic device.

You may not do any personal investigation. This includes visiting any of the places involved in this case, using Internet maps or Google Earth, talking to possible witnesses, or creating your own experiments or reenactments.

Second, although it may seem natural, you must not communicate with anyone about this case, and you must not allow anyone to communicate with you. You may not communicate about the case by any means, including by emails, text messages, tweets, blogs, chat rooms, comments, other postings, or any social media.

You may notify your family and your employer that you have been selected as a juror and you may let them know your schedule. But do not talk with anyone about the case, including your family and employer. You must not even talk with your fellow jurors about the case until I send you to deliberate. If you are asked or approached in any way about your jury service or anything about this case, you must respond that you have been ordered not to discuss the matter. And then please report the contact to the clerk or the bailiff, and they will notify me.

[Name of plaintiff] [name of defendant] is representing him/herself.

[Name of defendant] [name of plaintiff] is represented by \_\_\_\_\_.

[Name of plaintiff], [name of defendant], attorneys for the [plaintiff][defense] and witnesses are not allowed to speak with you during the case. When you see [plaintiff's]

[defendant's] attorneys at a recess or pass them in the halls and they do not speak to you, they are not being rude or unfriendly - they are simply following the law.

I know that these restrictions affect activities that you consider to be normal and harmless and very important in your daily lives. However, these restrictions ensure that the parties have a fair trial based only on the evidence and not on outside information. Information from an outside source might be inaccurate or incomplete, or it might simply not apply to this case, and the parties would not have a chance to explain or contradict that information because they wouldn't know about it. That's why it is so important that you base your verdict only on information you receive in this courtroom. Courts used to sequester-or isolate-jurors to keep them away from information that might affect the fairness of the trial, but we seldom do that anymore. But this means that we must rely upon your honor to obey these restrictions, especially during recesses when no one is watching.

Any juror who violates these restrictions jeopardizes the fairness of the proceedings, and the entire trial may need to start over. That is a tremendous expense and inconvenience to the parties, the court and the taxpayers. Violations may also result in substantial penalties for the juror.

If any of you have any difficulty whatsoever in following these instructions, please let me know now. If any of you becomes aware that one of your fellow jurors has done something that violates these instructions, you are obligated to report that as well. If anyone tries to contact you about the case, either directly or indirectly, or sends you any information about the case, please report this promptly as well. Notify the bailiff or the clerk, who will notify me. These restrictions must remain in effect throughout this trial. Once the trial is over, you may resume your normal activities. At that point, you will be free to read or research anything you wish. You will be able to speak-or choose not to speak-about the trial to anyone you wish. You may write, or post, or tweet about the case if you choose to do so. The only limitation is that you must wait until after the verdict, when you have been discharged from your jury service.

So, keep an open mind throughout the trial. The evidence that will form the basis of your verdict can be presented only one piece at a time, and it is only fair that you do not form an opinion until I send you to deliberate.

## **References**

MUJI CV 101.

Preliminary Jury Instructions for use with self-represented litigants, U.S. District Court,  
Eastern District of California.

**Committee Notes**

News articles have highlighted the problem of jurors conducting their own internet research or engaging in outside communications regarding the trial while it is ongoing. See, e.g., *Mistrial by iPhone: Juries' Web Research Upends Trials*, New York Times (3/18/2009). The court may therefore wish to emphasize the importance of the traditional admonitions in the context of electronic research or communications.

**Committee Amended**

12/2013, 3/2020

# TAB 4

### **CV2142. Contract Implied in Fact**

[Name of plaintiff] claims that [name of plaintiff] and [name of defendant] entered into a contract implied in fact.

A contract implied in fact is an actual contract. It may be shown by the parties' conduct and the surrounding circumstances, even if the parties did not express all of their agreement in words.

To succeed on this claim, [name of plaintiff] must prove:

- (1) [name of defendant] requested [name of plaintiff] to perform [work/services];
- (2) [name of plaintiff] expected [name of defendant] to compensate [him/her/it] for the [work/services]; and
- (3) [name of defendant] knew or should have known that [name of plaintiff] expected compensation.

The parties' conduct and circumstances must show a meeting of the minds on terms that were sufficiently definite to determine what each party was required to do.

### **References**

*Jones v. Mackey Price Thompson & Ostler*, 2015 UT 60, ¶ 44, 355 P.3d 1000.

*S6, LLC v. Wing Enters., Inc.*, 2024 UT App 105, ¶ 30, 556 P.3d 100.

*Davies v. Olson*, 746 P.2d 264 (Utah App. 1987).

### **Committee Notes**

For construction-contract claims involving extra work and additional time/compensation, see CV2221.

### **CV2143. Damages under Contract Implied in Fact**

The parties do not have to agree in advance on an exact price. If you find that the parties formed a contract implied in fact but did not agree on the amount of compensation, then the compensation is the reasonable value of the [work/services] proved by the evidence.

### **References**

*S6, LLC v. Wing Enters., Inc.*, 2024 UT App 105, ¶¶ 29-32, 556 P.3d 100.

*Sachs v. Lesser*, 2007 UT App 169, ¶¶ 23 & 25 n.8, 163 P.3d 662, rev'd on other grounds, 2008 UT 87, 207 P.3d 1215.

*Davies v. Olson*, 746 P.2d 264, 269 (Utah Ct. App. 1987).

### **CV2144. Unjust Enrichment/Contract Implied in Law**

[Name of plaintiff] claims that [name of defendant] was unjustly enriched.

This claim does not require proof that the parties made a contract. Instead, the law may require a person to pay the reasonable value of a benefit received when it would be unjust to keep the benefit without paying for it.

To succeed on this claim, [name of plaintiff] must prove:

- (1) [name of defendant] received a benefit from [name of plaintiff];
- (2) [name of defendant] appreciated or knew of the benefit; and
- (3) under the circumstances, it would be unjust for [name of defendant] to retain the benefit without paying [name of plaintiff] the reasonable value of the benefit.

A benefit may include services, money, property, satisfaction of a debt, or another advantage. But [name of plaintiff] must prove more than the fact that [name of defendant] was helped in some indirect or incidental way.

### **References**

*Jones v. Mackey Price Thompson & Ostler*, 2015 UT 60, ¶¶ 45, 68, 355 P.3d 1000.

*TruGreen Companies, L.L.C. v. Mower Bros., Inc.*, 2008 UT 81, ¶ 18, 199 P.3d 929.

*Emergency Physicians Integrated Care v. Salt Lake County*, 2007 UT 72, ¶ 26, 167 P.3d 1080.

*S6, LLC v. Wing Enters., Inc.*, 2024 UT App 105, ¶ 34, 556 P.3d 100.

*Richards v. Brown*, 2009 UT App 315, ¶¶ 28-29, 222 P.3d 69.

### **Committee Notes**

To satisfy the third element, the defendant must have “received a true windfall or ‘something for nothing’” arising from “some misleading act, request for services, or the like.” *Jones v. Mackey Price Thompson & Ostler*, 2015 UT 60, ¶ 69, 355 P.3d 1000 (citations omitted).

### **CV2145. Damages for Unjust Enrichment**

If you find that [name of plaintiff] has proved unjust enrichment, you may award the reasonable value of the benefit that [name of plaintiff] conferred on [name of defendant] and that [name of defendant] unjustly retained. The amount must be based on evidence and may not be based on speculation.

### **References**

*Jones v. Mackey Price Thompson & Ostler*, 2015 UT 60, ¶¶ 57-58, 355 P.3d 1000.

*Emergency Physicians Integrated Care v. Salt Lake County*, 2007 UT 72, ¶ 29, 167 P.3d 1080.

*S6, LLC v. Wing Enters., Inc.*, 2024 UT App 105, ¶ 34, 556 P.3d 100.

*Richards v. Brown*, 2009 UT App 315, ¶¶ 40-41, 222 P.3d 69.

### CV2221 Implied contract or unjust enrichment.

[Name of contractor] claims additional [time/compensation] for extra work even though the contract does not provide for it. To succeed on this claim, [name of contractor] must prove that:

- (1) [name of owner] requested [name of contractor] to perform extra work; and
- (2) [name of contractor] expected additional [time/compensation] for the extra work;
- (3) [name of owner] knew or should have known that [name of contractor] expected additional [time/compensation];
- (4) [name of contractor] performed the extra work that benefited [name of owner]; and
- (5) it would be unjust for [name of owner] to benefit from the extra work without providing [name of contractor] additional [time/compensation].

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### References

*E&M Sales West, Inc.; v. Diversified Metal Prods., Inc., Bechtel Jacobs Company, LLC*, 2009 UT App 299, 221 P.3d 838.  
*Uhrhahn Const. & Design, Inc. v. Hopkins*, 2008 UT App 41, 179 P.3d 808 (Utah App. 2008).  
*Gary Porter Const. v. Fox Const., Inc.*, 2004 UT App 354, 101 P.3d 371 (Utah App. 2004).  
*ProMax Development Corp. v. Mattson*, 943 P.2d 247 (Utah Ct. App. 1997).  
*Davies v. Olson*, 746 P.2d 264 (Utah Ct. App. 1987).

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### Committee Notes

This instruction is designed for construction-contract claims for additional time/compensation based on extra work not expressly provided for in the contract. Case law in this area sometimes uses overlapping terminology for concepts that may arise under contract implied in fact and unjust enrichment/contract implied in law. See, e.g., *Davies v. Olson*, 746 P.2d 264, 268-69 (Utah Ct. App. 1987) (noting that “courts have used the terms *quantum meruit*, contract implied in fact, contract implied in law, quasi-contract, unjust enrichment, and/or restitution without analytical precision,” and explaining that “[q]uantum meruit has two distinct branches,” namely, (1) “contract implied in law, also known as quasi-contract or unjust enrichment” and (2) “contract implied in fact”). The court should modify this instruction as needed to fit the theory or theories supported by the pleadings and evidence. For general instructions on these doctrines, see CV2142-2145.

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# TAB 5

## MUJI Civil Upcoming Queue:

| Numbers         | Subject                                       | Members                                                                                   | Progress                                                                                                                                                                                                                                 | Next Report Date |
|-----------------|-----------------------------------------------|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 101, 101A       | General admonitions                           |                                                                                           | Clancey suggests adding prohibition re use of AI chatbots                                                                                                                                                                                | Sept. 2026       |
| 905             | Exception to Silence<br>Equaling Acquiescence |                                                                                           | Rob Fuller suggested correcting typo; Jace reviewed, substantive revisions may be needed.                                                                                                                                                | Sept. 2026       |
|                 | Med Mal statute of repose                     |                                                                                           | Alyson raised potential need for instruction / revision (awaiting draft)                                                                                                                                                                 | 2026             |
| 1000            | Products Liability                            | Tracy Fowler, Paul Simmons, Judge Todd Shaughnessy                                        | Appeared on Agenda April 2026. Continuing to work and will report back.                                                                                                                                                                  | Nov. 2026        |
| 2142-2145, 2221 | Unjust Enrichment                             | Aaron Pacini                                                                              | Aaron submitted draft instructions March 2026. Jace suggested revisions.                                                                                                                                                                 | Sept. 2026       |
| 2400            | Insurance                                     | Andrew Wright, Richard Vazquez, Stewart Harman, Dan Bertch, Bruce Pritchett, Jake Hinkins | Appeared on Agenda March 2022. Feb. 2025 Stewart indicates the group is awaiting a decision on appeal.                                                                                                                                   |                  |
| 2700            | Directors and Officers Liability              | Adam Buck                                                                                 | April 2025 - Stewart will contact                                                                                                                                                                                                        |                  |
| 2500            | Wills / Probate                               | Matthew Barneck; Rustin Diehl                                                             | Matthew and Rustin have met to discuss direction and have started reaching out to various recommendations – Elder law section, Probate Subcommittee, WINGS, recommended individuals. Alyson, Stewart, and Jace to follow up on this one. |                  |
| 2300            | Sales Contracts and Secured Transactions      | Matthew Boley                                                                             | Matthew willing to work on this topic and would like more feedback from the Committee. Alyson, Stewart, and Jace to follow up on this one.                                                                                               |                  |
|                 | Case law and Statutory Updates                | TBD                                                                                       | Previous chairs or group leads may have feedback.                                                                                                                                                                                        |                  |
|                 | Linguistics and Law I - General               | Bill Eggington, Judge Kelly, John Macfarlane, Michael Lichfield, Robert Cummings, Clark   | Presented Feb. 2025 and Feb. 2026. Have identified instructions potentially in need of plain-language adjustments; awaiting feedback on work; working with MUJI (Crim) as well                                                           | 2026             |

|  |                                               |                                              |                                                                                                                                                                                 |      |
|--|-----------------------------------------------|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
|  |                                               | Cunningham, Jesse<br>Egbert, Scott Jarvis    |                                                                                                                                                                                 |      |
|  | Linguistics and<br>Law II -<br>Reasonableness | Judge Bolinder, Bill<br>Eggington, Ben Lusty | Bill presented Feb. 2025 on the<br>changing meaning of<br>reasonableness; this subcommittee<br>would also like to work with MUJI<br>(Crim); Bill presenting again Sept.<br>2026 | 2026 |

### Archived Topics:

| Numbers            | Subject                                                                                               | Completed                    |
|--------------------|-------------------------------------------------------------------------------------------------------|------------------------------|
| 1500               | Emotional Distress                                                                                    | December 2016                |
| 200 / 1800         | Fault / Negligence                                                                                    | October 2017                 |
| 1300               | Civil Rights: Set 1 and 2                                                                             | September 2017               |
| 1400               | Economic Interference                                                                                 | December 2017                |
| 1900               | Injurious Falsehood                                                                                   | February 2018                |
| 1200               | Trespass and Nuisance                                                                                 | October 2019                 |
| 100                | Uniformity                                                                                            | February 2020                |
| 1600               | Defamation Update                                                                                     | March 2022, December 2022    |
| 135                | Pretrial Delay                                                                                        | December 2022, February 2023 |
| 107A               | Avoiding Bias                                                                                         | May 2023, February 2025      |
| 632, 632A-<br>632D | Minimum Injury Requirements Update and New                                                            | October 2023                 |
| 132A               | Remote Testimony                                                                                      | October 2023                 |
| 2021               | Present Cash Value Update                                                                             | October 2023, Feb. 2025      |
| 900                | Easements (prescriptive 920-925, easement by necessity 930-931, and easement by implication, 940-941) | February 2024, Feb. 2025     |
| 301B/301C          | Elements of a Medical Negligence Claim; Standard of Care                                              | December 2024                |
| 324                | Use of Alternative Treatment Methods (removed with explanatory committee note)                        | December 2024                |
| 2015               | Survival claim (amended committee note)                                                               | December 2024                |
| 1700               | Assault/Battery/False Arrest/Malicious Prosecution                                                    | August 2025                  |
| 331                | Past and Future Medical Expenses                                                                      | November 2025                |
| 1740-42            | Abuse of Process                                                                                      | November 2025                |
| 2003, 2005         | Economic Damages/Collateral Sources                                                                   | January 2026, April 2026     |
| 2119               | Implied Covenant of Good Faith and Fair Dealing                                                       | February 2026, April 2026    |