

Owen, Ticknor and Shojai in Daily Journal: California's SB 235 Key Provisions, Strategic Impact and What to Know Before 2027 Sunset

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PRACTICES Litigation

Haynes Boone attorneys [Brent Owen](#), [Annie Ticknor](#) and [Kayla Shojai](#) authored an article for *Daily Journal* as California's mandatory disclosure law under SB 235 has reshaped state court discovery.

Read an excerpt below.

With less than a year remaining before its Jan. 1, 2027 sunset, California's initial disclosure experiment under Senate Bill No. 235 (SB 235), codified at Code of Civil Procedure Sections 2016.090 and 2023.050, has reshaped how litigators approach the earliest stages of state court discovery. Since taking effect for civil actions filed on or after Jan. 1, 2024, the law has required mandatory disclosures upon demand, imposed heightened discovery sanctions, and aligned--and in some respects, expanded beyond--California's practice with the Federal Rules of Civil Procedure. As the sunset approaches, the Legislature will need to decide whether to extend, modify or allow SB 235 to expire, making this a critical time for practitioners to consider the regime's impact. This article serves as an overview of SB 235's key provisions and what litigators should keep in mind as the law's final year unfolds--whether as a primer ahead of the law's renewal or as a guide for practitioners preparing to transition back to California's prior disclosure framework.

When the disclosure duty attaches and what must be disclosed

Under SB 235, absent a stipulation for some other arrangement, a party can demand initial disclosures, in writing, triggering a 60-day clock. The disclosing party must provide to the other party:

- (1) The names, addresses, telephone numbers and email addresses of all persons likely to have discoverable information, along with the subjects of that information, that the disclosing party may use to support its claims or defenses, or that is relevant to the subject matter of the action or the order on any motion made in that action, unless the use would be solely for impeachment;
- (2) A copy, or a description by category and location, of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody or control and may use to support its claims or defenses, or that is relevant to the subject matter of the action or the order on any motion made in that action;
- (3) Any contractual agreement and any insurance policy under which an insurance company may be liable to satisfy, in whole or in part, a judgment entered in the action or to indemnify or reimburse for payments made to satisfy the judgment;
- (4) Any and all contractual agreements and any and all insurance policies under which a person, as defined in Section 175 of the Evidence Code, may be liable to satisfy, in whole or in part, a

judgment entered in the action or to indemnify or reimburse for payments made to satisfy the judgment.

See California Code of Civil Procedure § 2016.090. The statute excludes materials whose use would be solely for impeachment and generally does not require the disclosure of information protected by privilege or the work-product doctrine, and it does not compel early expert disclosures.

Disclosures must be verified either by a written declaration of the party or the party's authorized representative or signed by counsel. The duty is measured by information "then reasonably available," which assumes a good-faith investigation and is not excused because the other party has not disclosed information. In other words, a party cannot ignore the disclosure requirements by failing to understand the case at the outset. A breach triggers a mandatory monetary sanction of \$1,000 against the non-compliant party, their attorney or both--a significant increase from the previous \$250 penalty.

To read the full article from *Daily Journal*, click [here](#).