

## **Highlights of the Spring 2025 Edition Business Litigation (California Civil Practice)**

The Spring 2025 Edition includes coverage of recent developments concerning business litigation in California, including the latest case law, statutory and regulatory changes and new and revised forms. Among the matters covered in this edition are:

- A mandatory forum selection clause is generally given effect unless enforcement would be unreasonable or unfair, and the party opposing enforcement of the clause ordinarily bears the burden of proving why it should not be enforced. See § 24:18
- A contract that is a negotiated employment agreement for a top level executive falls closer to that end of the procedural unconscionability spectrum where contracts have been freely negotiated by roughly equal parties; contracts of adhesion that involve surprise or other sharp practices lie on the other end of the spectrum. See § 24:52
- Under California agency law, the principal dictates not just the desired result of the enterprise, but also the manner and means by which such result is achieved. See § 36:3
- Remedy provision in the Automobile Sales Finance Act (ASFA) that gives the buyer the election to rescind a conditional sales contract and return the vehicle without allowing seller an offset for decreased value of the vehicle for disclosure errors is referred to as “re-scission and restitution. See § 58:50