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Court of Appeal, Second Appellate District, Division One - No. B228027

S199119

IN THE SUPREME COURT OF CALIFORNIA

SUPREME COURT
FILED

En Banc

FEB 19 2014

GIL SANCHEZ, Plaintiff and Respondent,

Frank A. McGuire Clerk

v.

Deputy

VALENCIA HOLDING COMPANY, LLC, Defendant and Appellant.

The parties and interested persons and entities are invited to file supplemental briefing on the following questions. In formulating the standard for determining whether a contract or contract term is substantively unconscionable, this court has used a variety of terms, including “unreasonably favorable” to one party (*Sonic-Calabasas A, Inc. v. Moreno* (2013) 57 Cal.4th 1109, 1145); “so one-sided as to shock the conscience” (*Pinnacle Museum Tower Assn. v. Pinnacle Market Development* (2012) 55 Cal.4th 223, 246); “unfairly one-sided” (*Little v. Auto Stiegler, Inc.* (2003) 29 Cal.4th 1064, 1071–1072); “overly harsh” (*Armendariz v. Foundation Health Psychare Services, Inc.* (2000) 24 Cal.4th 83, 114; and “unduly oppressive” (*Perdue v. Crocker National Bank* (1985) 38 Cal.3d 913, 925). Should the court use only one of these formulations in describing the test for substantive unconscionability and, if so, which one? Are there any terms the court should *not* use? Is there a formulation not included among those above that the court should use? What differences, if any, exist among these formulations either facially or as applied?

The parties are directed to serve and file simultaneous letter briefs on this issue on or before March 12, 2014. If any party or existing amicus curiae chooses to reply to the points raised in the supplemental briefs, the supplemental reply is to be served and filed on or before March 19, 2014.

In addition, any interested person or entity is invited to serve and file an application to file an amicus curiae brief, and that brief itself, by March 12, 2014. Any party may serve and file a reply to such a brief on or before March 19, 2014.

CANTIL-SAKAUYE

Chief Justice