

As amended March 27, AB 1491 adds a new, final section, 1670.9 at the end of Title 4, page 4 here.

http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1491

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CIVIL CODE - CIV

DIVISION 3. OBLIGATIONS [1427 - 3272.9]

(Heading of Division 3 amended by Stats. 1988, Ch. 160, Sec. 14.)

PART 2. CONTRACTS [1549 - 1701]

(Part 2 enacted 1872.)

TITLE 4. UNLAWFUL CONTRACTS [1667 - 1670.8]

(Title 4 enacted 1872.)

1667.

That is not lawful which is:

1. Contrary to an express provision of law;
2. Contrary to the policy of express law, though not expressly prohibited; or,
3. Otherwise contrary to good morals.

(Enacted 1872.)

1668.

All contracts which have for their object, directly or indirectly, to exempt any one from responsibility for his own fraud, or willful injury to the person or property of another, or violation of law, whether willful or negligent, are against the policy of the law.

(Enacted 1872.)

1669.

Every contract in restraint of the marriage of any person, other than a minor, is void.

(Added by Stats. 1977, Ch. 198.)

1669.5.

(a) Any contract for the payment of money or other consideration to a minor who has been alleged to be the victim of an unlawful sex act, or to his or her legal representative, by the alleged perpetrator of that unlawful sex act, or his or her legal representative, entered into on or after the time of the alleged unlawful sex act, and providing for any payments to be made more than one year after the date of the execution of the contract, is void as contrary to public policy. A district attorney may bring an action or intervene in any action to enjoin enforcement of any contract which is in violation of this section.

(b) This section does not apply after the date of the final judgment in a criminal case against the alleged perpetrator for the unlawful sex act described in subdivision (a).

(c) This section does not apply to a contract for the payment of money or other consideration made from a nonrevocable trust established for the benefit of the minor if the alleged perpetrator has no direct or indirect access to, or control over, the trust.

(d) This section does not apply to an alleged perpetrator of an unlawful sex act against a minor to the extent he or she agrees to pay, or is required by court order to pay, child support for that minor upon a dissolution or legal separation.

(e) For purposes of this section, "unlawful sex act," means a felony sex offense committed against a minor.

(f) Notwithstanding subdivision (a), any contract declared void as contrary to public policy under this section may still be enforced by a district attorney against the payor, and the proceeds thereof shall be deposited in the State Children's Trust Fund pursuant to Section 18969 of the Welfare and Institutions Code.

(Added by Stats. 1994, 1st Ex. Sess., Ch. 54, Sec. 1. Effective November 30, 1994.)

1669.7.

A contract for the payment of money or other consideration in violation of Section 132.5 of the Penal Code is void as contrary to public policy. The Attorney General or the district attorney of the county in which a violation of Section 132.5 of the Penal Code occurs may bring a civil action, or intervene in any civil action, to enjoin the enforcement of a contract that violates that section.

(Added by Stats. 1994, Ch. 869, Sec. 1. Effective January 1, 1995.)

1670.

Any dispute arising from a construction contract with a public agency, which contract contains a provision that one party to the contract or one party's agent or employee shall decide any disputes arising under that contract, shall be resolved by submitting the dispute to independent arbitration, if mutually agreeable, otherwise by litigation in a court of competent jurisdiction.

(Added by Stats. 1978, Ch. 1374.)

1670.5.

(a) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.

(b) When it is claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose, and effect to aid the court in making the determination.

(Added by Stats. 1979, Ch. 819.)

1670.6.

A contract with a consumer located in California for the purchase of a good or service that is made in connection with a telephone solicitation made in or from outside of California and is primarily for personal, family, or household use, is unlawful if, with respect to that telephone solicitation, the telemarketer is in violation of Section 310.4(a)(6)(i) of, or has not complied with Section 310.5(a)(5) of, the Federal Trade Commission's Telemarketing Sales Rule (16 C.F.R. Part 310), as published in the Federal Register, Volume 68, Number 19, on January 29, 2003. This section shall apply only to those entities subject to, and does not apply to any transaction exempted under Section 310.6 of, the Telemarketing Sales Rule (16 C.F.R. Part 310), as published in the Federal Register, Volume 68, Number 19, on January 29, 2003.

(Added by Stats. 2003, Ch. 77, Sec. 1. Effective January 1, 2004.)

1670.7.

Any provision of a contract that purports to allow a deduction from a person's wages for the cost of emigrating and transporting that person to the United States is void as against public policy.

(Amended by Stats. 2009, Ch. 35, Sec. 2. Effective January 1, 2010.)

1670.8.

(a) (1) A contract or proposed contract for the sale or lease of consumer goods or services may not include a provision waiving the consumer's right to make any statement regarding the seller or lessor or its employees or agents, or concerning the goods or services.

(2) It shall be unlawful to threaten or to seek to enforce a provision made unlawful under this section, or to otherwise penalize a consumer for making any statement protected under this section.

(b) Any waiver of the provisions of this section is contrary to public policy, and is void and unenforceable.

(c) Any person who violates this section shall be subject to a civil penalty not to exceed two thousand five hundred dollars (\$2,500) for the first violation, and five

thousand dollars (\$5,000) for the second and for each subsequent violation, to be assessed and collected in a civil action brought by the consumer, by the Attorney General, or by the district attorney or city attorney of the county or city in which the violation occurred. When collected, the civil penalty shall be payable, as appropriate, to the consumer or to the general fund of whichever governmental entity brought the action to assess the civil penalty.

(d) In addition, for a willful, intentional, or reckless violation of this section, a consumer or public prosecutor may recover a civil penalty not to exceed ten thousand dollars (\$10,000).

(e) The penalty provided by this section is not an exclusive remedy, and does not affect any other relief or remedy provided by law. This section shall not be construed to prohibit or limit a person or business that hosts online consumer reviews or comments from removing a statement that is otherwise lawful to remove.

(Added by Stats. 2014, Ch. 308, Sec. 1. Effective January 1, 2015.)

AB 1491, as amended March 27, 2017:

SECTION 1.

Section 1670.9 is added to the Civil Code, to read:

1670.9.

(a)

(1) Except as provided in paragraph (2), a contract entered into on or after January 1, 2018, to transfer ownership of a dog or cat in which ownership is contingent upon the making of payments over a period of time subsequent to the transfer of possession of the dog or cat is void as against public policy.

(2) Paragraph (1) shall not apply to payments to repay an unsecured loan for the purchase of the dog or cat.

(b) A contract entered into on or after January 1, 2018, for the lease of a dog or cat is void as against public policy.

(c) In addition to any other remedies provided by law, the consumer taking possession of a dog or cat transferred under the terms of a contract described in paragraph (1) of subdivision (a) or in subdivision (b) shall be deemed the owner of the dog or cat and shall be entitled to return all amounts paid under the contract.