



## Daily COVID-19 Bulletin

[Home](#) · [Practices](#) · [Lawyers](#) · [Diversity](#) · [Pro Bono](#) · [Firm News](#) · [Publications](#)

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April 24, 2020

To Our Clients and Colleagues:

Gibson Dunn’s lawyers regularly counsel clients on issues raised by the COVID-19 pandemic, and we are working with many of our clients on their response to COVID-19. The following is a round-up of today’s client alerts on this topic prepared by the Gibson Dunn team. Our lawyers are available to assist with any questions you may have regarding developments related to the outbreak. As always, for additional information, please feel free to contact the Gibson Dunn lawyer with whom you usually work, or any member of the firm's **[Coronavirus \(COVID-19\) Response Team](#)**.

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### The Multipronged Approach to Government Oversight and Investigations Related to COVID-19 and the *CARES Act*

With passage of the *Coronavirus Aid, Relief, and Economic Security Act* (“*CARES Act*” or the “*Act*”), Congress unleashed the greatest torrent of aid to private businesses this country has ever seen. Additional waves of assistance also are likely, all of which will spawn a massive, multi-branch oversight effort. And that’s not even counting investigations of alleged profiteering, other false claims, and the government’s response to the pandemic. Until November, a barrage of investigations and oversight will be conducted against the backdrop of the 2020 presidential election. The political reality is sure to intensify oversight efforts, particularly of private businesses that receive *CARES Act* funds.

This alert describes the various government entities that will oversee and investigate the use of *CARES Act* funds. It begins with Congress, noting the current and soon-to-be-created committees that will be tasked with, or have jurisdiction to, oversee funds dispersed through the *CARES Act*. The alert then explores the role that Inspectors General will play in

overseeing expenditure of the funds, augmented by two supplemental oversight bodies created under the Act.

[Read more](#)

## When a Commercial Contract Doesn't Have a *Force Majeure* Clause: Common Law Defenses to Contract Enforcement

The rapid spread of the COVID-19 pandemic, and stringent government orders regulating the movement and gathering of people issued in response, continues to raise concerns about parties' abilities to comply with contractual terms across a variety of industries. As discussed previously [here](#), *force majeure* clauses may address parties' obligations under such circumstances. Even without *force majeure* clauses, depending on the circumstances parties may seek to invalidate contracts or delay performance under the common law based on COVID-19. To assist in considering such issues, we have prepared the following overview. As the analysis of the applicability of any of the doctrines below is fact-specific and fact-intensive, this overview is intended only as a starting point. We encourage you to reach out to your Gibson Dunn contact to discuss specific questions or issues that may arise.

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