



FOR IMMEDIATE RELEASE

October 28, 2024

Media Contact: Glenn Lammi | glammi@wlf.org | 202-588-0302

WLF Urges Supreme Court To Rein In California's Ongoing Hostility to The Federal Arbitration Act *(Comcast Cable Communications v. Ramsey)*

“The Supreme Court should seize this opportunity to remind California courts that they may not use a rigged version of a general contract defense as a tool for striking down arbitration clauses.”

—Cory Andrews, WLF General Counsel & Vice President for Litigation

WASHINGTON, DC—On Monday, October 28, 2024, Washington Legal Foundation (WLF) filed an amicus curiae brief urging the U.S. Supreme Court to review, and ultimately to reverse, a California appeals court decision that misconstrues the Federal Arbitration Act's saving clause.

In *McGill v. Citibank*, the California Supreme Court held that an arbitration clause may not extinguish a party's right to seek injunctive relief for the public at large. The California Court of Appeal recently held that this “*McGill* rule” is not preempted by the FAA. Under the FAA's saving clause, an arbitration agreement that is otherwise enforceable remains subject to any generally applicable state-law contract defense. The *McGill* rule, the panel concluded, is such a defense.

But the *McGill* rule stands on California Civil Code § 3513, a state “maxim of jurisprudence.” WLF contends in its brief that California's maxims of jurisprudence are not contract defenses that properly trigger the FAA's saving clause.

Even if it stood on a real contract defense, WLF's brief explains, the *McGill* rule would still be preempted. The California courts use § 3513 only as a cudgel for striking down arbitration agreements. The FAA preempts a state rule whose only purpose is to serve as a tool for striking down arbitration clauses.

Celebrating its 47th year, WLF is America's premier public-interest law firm and policy center advocating for free-market principles, limited government, individual liberty, and the rule of law.

###