

No.

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IN THE  
*Supreme Court of the United States*

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COMCAST CORPORATION, COMCAST CABLE  
COMMUNICATIONS, LLC,

*Petitioners,*

v.

CHARLES TILLAGE, JOSEPH LOOMIS,

*Respondents.*

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**On Petition for a Writ of Certiorari  
to the United States Court of Appeals  
for the Ninth Circuit**

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**PETITION FOR A WRIT OF CERTIORARI**

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## QUESTIONS PRESENTED

The Federal Arbitration Act makes written arbitration agreements “valid, irrevocable, and enforceable,” although its “saving clause” permits the application of defenses that “exist at law or in equity for the revocation of any contract.” 9 U.S.C. § 2. But even a defense that falls within the saving clause is preempted by the Act if it interferes with fundamental attributes of arbitration, such as bilateralism. See *Epic Sys. Corp. v. Lewis*, 138 S. Ct. 1612, 1623 (2018).

In 2017, the California Supreme Court announced for the first time that provisions in predispute arbitration agreements waiving the parties’ right to seek “public injunctive relief” in any forum are contrary to California public policy and unenforceable. See *McGill v. Citibank, N.A.*, 393 P.3d 85 (Cal. 2017). This so-called “*McGill* rule” effectively precludes bilateral arbitration of consumer disputes in California. The questions presented are:

1. Whether the *McGill* rule falls outside the FAA’s saving clause because it is not a ground that “exist[s] at law or in equity” for the “revocation” of any contract?
2. Whether, even if the *McGill* rule falls within the FAA’s saving clause, it is otherwise preempted by the FAA because it interferes with fundamental attributes of arbitration by negating the parties’ agreement to resolve their dispute bilaterally?

**PARTIES TO THE PROCEEDING AND  
RULE 29.6 STATEMENT**

All parties to the proceeding are set forth in the caption.

Pursuant to this Court's Rule 29.6, undersigned counsel state that petitioner Comcast Cable Communications, LLC is an indirect subsidiary of petitioner Comcast Corporation, a publicly held corporation. Comcast Corporation has no parent corporation and no publicly held corporation owns 10% or more of its stock.

**RULE 14.1(b)(iii) STATEMENT**

Pursuant to this Court's Rule 14.1(b)(iii), the following proceedings are related to this case:

- *Tillage et al. v. Comcast Corp. et al.*, No. 3:17-cv-06477-VC-DMR (JCS) (N.D. Cal.).
- *Tillage et al. v. Comcast Corp. et al.*, No. 18-15288 (9th Cir.) (judgment entered June 28, 2019, petition for rehearing denied January 17, 2020).

There are no additional proceedings in any court that are directly related to this case.

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