APPENDICES

APPENDIX A

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

STEVEN MCARDLE,

Plaintiff-Appellee,

v.

AT&T MOBILITY LLC; NEW CINGULAR WIRELESS PCS, LLC; NEW CINGULAR WIRELESS SERVICES, INC.,

Defendants-Appellants.

No. 17-17246

D.C. No. 4:09-cv-01117-CW

Filed Jun 28, 2019

MEMORANDUM*

Appeal from the United States District Court for the Northern District of California Claudia Wilken, District Judge, Presiding

Argued and Submitted February 12, 2019
San Francisco, California

* This disposition is not appropriate for publication and is not precedent except as provided by Ninth Circuit Rule 36-3.

Before: McKEOWN, W. FLETCHER, and MURGUIA, Circuit Judges.

AT&T Mobility LLC ("AT&T") appeals the district court's order rescinding its earlier order to compel arbitration and vacating the arbitration award. We have jurisdiction under 9 U.S.C. § 16(a)(1), and we affirm.

For the reasons set forth in our concurrently filed opinion in *Blair v. Rent-A- Center, Inc.*, No. 17-17221, we hold that California's *McGill* rule is not preempted by the Federal Arbitration Act.

In light of this holding, we hold that the arbitration agreement between AT&T and plaintiff Steven McArdle is null and void in its entirety. Subsection 2.2(6) of the parties' agreement purports to waive McArdle's right to pursue public injunctive relief in any forum and so is unenforceable under California law. *See McGill v. Citibank N.A.*, 393 P.3d 85, 94 (Cal. 2017). Subsection 2.2(6) of the agreement continues: "If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void."

The text's non-severability clause plainly invalidates the entire arbitration agreement. Contrary to AT&T's assertions, there are no "ambiguities about the scope of [the] arbitration agreement." *See Lamps Plus, Inc. v. Varela*, 139 S. Ct. 1407, 1418 (2019) (citing *Moses H. Cone Mem'l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 24–25 (1983)); s*ee also E.E.O.C v. Waffle House, Inc.*, 534 U.S. 279, 294 (2002) ("[W]e do not override the clear intent of the parties, or reach a result inconsistent with the plain text of the contract, simply because the policy favoring arbitration is implicated.").

AT&T's proposed two-step process derived from our opinion in *Ferguson v. Corinthian Colleges, Inc.*, 733 F.3d 928 (9th Cir. 2013) is impermissible where the arbitration agreement is null and void in its entirety. Under these circumstances, the district court did not err in vacating the arbitration award and rescinding its prior order compelling arbitration.

AFFIRMED.

APPENDIX B

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

STEVEN MCARDLE,

Plaintiff-Appellee,

v.

AT&T MOBILITY LLC; et al.,

Defendants-Appellants.

No. 17-17246

D.C. No. 4:09-cv-01117-CW
Northern District of California, Oakland

ORDER

Before: McKEOWN, W. FLETCHER, and MURGUIA, Circuit Judges.

The panel has voted to deny the petition for rehearing en banc, filed by defendants-appellants on August 9, 2019 (Dkt. Entry 55).

The full court has been advised of the petition for rehearing en banc, and no judge of the court has requested a vote on whether to rehear the matter en banc. Fed. R. App. P. 35.

The petition for rehearing en banc is **DENIED**.

APPENDIX C

FOR PUBLICATION

**UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT**

PAULA L. BLAIR; ANDREA ROBINSON;
HARRIS A. FALECHIA,

Plaintiffs-Appellees,

v.

RENT-A-CENTER, INC., a Delaware
corporation; RENT-A-CENTER WEST, INC.,
a Delaware corporation,

Defendants-Appellants.

No. 17-17221
D.C. No. 3:17-cv-02335-WHA

OPINION

Appeal from the United States District Court
for the Northern District of California
William Alsup, District Judge, Presiding

Argued and Submitted February 12, 2019
San Francisco, California

Filed June 28, 2019
Before: M. Margaret McKeown, William A. Fletcher,
and Mary H. Murguia, Circuit Judges.

Opinion by Judge W. Fletcher

OPINION

W. FLETCHER, Circuit Judge:

In *McGill v. Citibank, N.A.*, 393 P.3d 85 (Cal. 2017), the California Supreme Court decided that a

contractual agreement purporting to waive a party's right to seek public injunctive relief in any forum is unenforceable under California law. We are asked to decide in this case whether the Federal Arbitration Act ("FAA") preempts California's *McGill* rule.[1] We hold it does not.

Plaintiffs brought a putative class action alleging that defendants Rent-A-Center, Inc. and Rent-A-Center West, Inc. (collectively, "Rent-A-Center") charged excessive prices for its rent-to-own plans for household items. We affirm the district court's partial denial of Rent-A-Center's motion to compel arbitration. We also affirm the district court's denial of Rent-A-Center's motion for a mandatory stay of plaintiffs' non-arbitrable claims. Finally, we dismiss for lack of jurisdiction Rent-A-Center's appeal of the district court's denial of a discretionary stay and its decision to defer ruling on a motion to strike class action claims.

I. Factual and Procedural Background

Rent-A-Center operates stores that rent household items to consumers for set installment payments. If all payments are made on time, the consumer takes ownership of the item. Rent-A-Center also sets a cash price at which the consumer can purchase the item before the rent-to-own period has ended.

Paula Blair entered into rent-to-own agreements with Rent-A-Center for an air conditioner in 2015 and for a used Xbox in 2016. Blair, together with two other

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[1] This panel received briefing and heard argument in two additional cases raising this same question: *McArdle v. AT&T Mobility LLC* (No. 17-17221) and *Tillage v. Comcast Corp.* (No. 18-15288). Those cases are resolved in separate memorandum dispositions filed simultaneously with this opinion.

named plaintiffs, filed a class action complaint on March 13, 2017, on behalf of all individuals who, on or after March 13, 2013, entered into rent-to-own transactions with Rent-A-Center in California. The complaint alleged that Rent-A-Center structured its rent-to-own pricing in violation of state law.

In 1994, the California Legislature enacted the Karnette Rental-Purchase Act, Cal. Civ. Code §§ 1812.620 et seq. ("Karnette Act"), to "prohibit unfair or unconscionable conduct toward consumers" who enter into rent-to-own agreements. *Id.* § 1812.621. The Karnette Act sets statutory maximums for both the "total of payments" amount for installment payments and the "cash price" for rent-to-own items. *Id.* § 1812.644. These maximums are set in proportion to the "documented actual cost" of the items to the lessor/seller. *Id.* § 1812.622(k).

The operative complaint includes claims under the Karnette Act, as well as the Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 et seq. ("UCL"), the Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 et seq. ("CLRA"), and California's anti-usury law, Cal. Const. art. XV, § 1(1). Plaintiffs seek a "public injunction" on behalf of the people of California to enjoin future violations of these laws, and to require that Rent-A-Center provide an accounting of monies obtained from California consumers and individualized notice to those consumers of their statutory rights. Plaintiffs also seek declaratory relief, compensatory damages and restitution, and attorneys' fees and costs.

Of the named plaintiffs, Rent-A-Center has a valid arbitration agreement only with Blair, and only with respect to her 2015 air conditioner agreement.

Blair opted out of arbitration in her 2016 Xbox agreement, and Rent-A-Center has been unable to locate signed arbitration agreements for either of the other two named plaintiffs. In June 2017, Rent- A-Center filed a motion to compel arbitration of all claims arising out of Blair's 2015 agreement, which reads in relevant part:

> **(B) What Claims Are Covered:** You and RAC [Rent-A-Center] agree that, in the event of any dispute or claim between us, either you or RAC may elect to have that dispute or claim resolved by binding arbitration. This agreement to arbitrate is intended to be interpreted as broadly as the FAA allows. Claims subject to arbitration include . . . claims that are based on any legal theory whatsoever, including . . . any statute, regulation or ordinance.
>
> . . .
>
> **(D) Requirement of Individual Arbitration:** You and RAC agree that arbitration shall be conducted on an individual basis, and that neither you nor RAC may seek, nor may the Arbitrator award, relief that would affect RAC account holders other than you. There will be no right or authority for any dispute to be brought, heard, or arbitrated as a class, collective, mass, private attorney general, or representative action. . . . If there is a final judicial determination that applicable law precludes enforcement of this Paragraph's limitations as to a particular

> claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

The district court concluded that the agreement violates California's *McGill* rule because it constitutes a waiver of Blair's right to seek public injunctive relief in any forum. The court also held the *McGill* rule was not preempted by the FAA. Relying on the severance clause at the end of Paragraph (D), the court held that Blair's Karnette Act, UCL, and CLRA claims "must be severed from the arbitration." The district court granted Rent-A-Center's motion to compel arbitration of Blair's usury claim because California's usury law "is not amenable to public injunctive relief."

The district court denied Rent-A-Center's motion to stay proceedings on claims not sent to arbitration—including those of the other two named plaintiffs—pending the outcome of arbitration. It also delayed ruling on Rent-A-Center's motion to strike class action claims.

Rent-A-Center appealed the district court's denial of its motion to compel arbitration of Blair's Karnette Act, UCL, and CLRA claims. Rent-A-Center also appealed the court's denial of the motion to stay proceedings and its delay in ruling on the motion to strike.

II. The *McGill* Rule

Several California consumer protection statutes make available the remedy of a public injunction, which is defined as "injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the general public." *McGill*, 393 P.3d at 87. One key difference between a

private and public injunction is the primary beneficiary of the relief. Private injunctions "resolve a private dispute" between the parties and "rectify individual wrongs," though they may benefit the general public incidentally. *Id.* at 89 (internal alterations and citation omitted). By contrast, public injunctions benefit "the public directly by the elimination of deceptive practices," but do not otherwise benefit the plaintiff, who "has already been injured, allegedly, by such practices and [is] aware of them." *Id.* at 90 (internal citation and quotations omitted).

The California Supreme Court held in *McGill* that an agreement to waive the right to seek public injunctive relief violates California Civil Code § 3513, which provides that "a law established for a public reason cannot be contravened by a private agreement." *Id.* at 93. Under § 3513, a party to a private contract may waive a statutory right only if the "statute does not prohibit doing so, the statute's public benefit is merely incidental to its primary purpose, and waiver does not seriously compromise any public purpose that the statute was intended to serve." *Id.* at 94 (internal alterations and citations omitted).

The California Supreme Court found that public injunctive relief available under the UCL and CLRA, among other statutes, is "[b]y definition . . . primarily 'for the benefit of the general public.'" *Id.* (citing *Broughton v. Cigna Healthplans of Cal.*, 988 P.2d 67 (Cal. 1999); *Cruz v. PacifiCare Health Sys., Inc.*, 66 P.3d 1157 (Cal. 2003)). Waiver "of the right to seek public injunctive relief under these statutes would seriously compromise the public purposes the statutes were intended to serve." *Id.* Therefore, such waivers are "invalid and unenforceable under California law." *Id.*

The contract at issue in McGill was an arbitration agreement waiving the plaintiff's right to seek public injunctive relief in arbitration and requiring arbitration of all claims, thereby waiving the plaintiff's right to seek a public injunction through litigation. *Id.* at 87–88. Because this waiver prevented the plaintiff from seeking a public injunction in any forum, it was unenforceable under California Civil Code § 3513. *Id.* at 94.

III. FAA Preemption

Rent-A-Center argues the district court erred in denying its motion to compel arbitration of Blair's Karnette Act, UCL, and CLRA claims, contending that the *McGill* rule is preempted by the FAA. We have appellate jurisdiction under 9 U.S.C. § 16(a)(1)(C), which allows an interlocutory appeal of a district court's denial of a motion to compel arbitration. We review de novo such a denial. *Kilgore v. KeyBank, Nat'l Ass'n*, 718 F.3d 1052, 1057 (9th Cir. 2013) (en banc). We also review de novo a district court's preemption analysis. *AGG Enters. v. Washington Cty.*, 281 F.3d 1324, 1327 (9th Cir. 2002).

A. Federal Arbitration Act

The FAA directs courts to treat arbitration agreements as "valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract." 9 U.S.C. § 2. The saving clause of § 2 "permits agreements to arbitrate to be invalidated by generally applicable contract defenses, such as fraud, duress, or unconscionability, but not by defenses that apply only to arbitration or that derive their meaning from the fact that an agreement to arbitrate is at issue." *AT&T Mobility LLC v. Concepcion*, 563 U.S. 333, 339 (2011) (internal quotation omitted).

"[T]he saving clause does not save defenses that target arbitration either by name or by more subtle methods, such as by 'interfer[ing] with fundamental attributes of arbitration.'" *Epic Sys. Corp. v. Lewis*, 138 S. Ct. 1612, 1622 (2018) (quoting *Concepcion*, 563 U.S. at 344).

The Supreme Court has described the FAA as establishing "a liberal federal policy favoring arbitration agreements." *Moses H. Cone Mem'l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 24 (1983). While the "FAA contains no express pre-emptive provision," it preempts state law "to the extent that [the state law] stands as an obstacle to the accomplishment and execution of the full purposes and objectives of Congress." *Volt Info. Scis., Inc. v. Bd. of Trs. of Leland Stanford Junior Univ.*, 489 U.S. 468, 477 (1989). A state-law rule can be preempted by the FAA in two ways.

First, a state-law rule is preempted if it is not a "generally applicable contract defense[]" and so does not fall within the saving clause as a "ground[] . . . for the revocation of any contract." 9 U.S.C. § 2; *Concepcion*, 563 U.S. at 339. A rule is generally applicable if it "appl[ies] equally to arbitration and non-arbitration agreements." *Sakkab v. Luxottica Retail N. Am., Inc.*, 803 F.3d 425, 432 (9th Cir. 2015). By contrast, a rule is not generally applicable if it "prohibits outright the arbitration of a particular type of claim." *Concepcion*, 563 U.S. at 341.

Second, even a generally applicable rule may be preempted if it "stand[s] as an obstacle to the accomplishment of the FAA's objectives." *Id.* An "overarching purpose of the FAA . . . is to ensure the enforcement of arbitration agreements according to their terms so as to facilitate streamlined proceedings." *Id.*

As the Supreme Court recently restated, "[t]he general applicability of [a] rule [does] not save it from preemption under the FAA" if the rule "interferes with fundamental attributes of arbitration." *Lamps Plus, Inc. v. Varela*, 139 S. Ct. 1407, 1418 (2019) (citing *Concepcion*, 563 U.S. at 344).[2]

B. *Concepcion* and *Sakkab*

The Supreme Court's decision in Concepcion and our decision in *Sakkab* guide our analysis. Indeed, our decision in *Sakkab* all but decides this case.

In Concepcion, the Supreme Court considered whether the FAA preempted California's Discover Bank rule that class waivers in most consumer arbitration agreements were unconscionable under California law. *See Discover Bank v. Superior Court*, 113 P.3d 1100 (Cal. 2005). The Court recognized that unconscionability is "a doctrine normally thought to be generally applicable." *Concepcion*, 563 U.S. at 341. The Court nonetheless held the *Discover Bank* rule was preempted because it "interfere[d] with fundamental attributes of arbitration and thus create[d] a scheme inconsistent with the FAA." *Id*. at 344. According to the Court, "the switch from bilateral to class arbitration sacrifices the principal advantage of arbitration—its informality—and makes the process slower, more costly, and more likely to generate procedural morass than final judgment." *Id*. at 348. The Court recognized that "class arbitration *requires* procedural

[2] The parties filed notices of supplemental authority pursuant to Federal Rule of Appellate Procedure 28(j) informing this court of the Supreme Court's decision in *Lamps Plus*, which was published after oral argument in this case. We have reviewed the Supreme Court's decision and considered it in our analysis.

formality" because if "procedures are too informal, absent class members would not be bound by the arbitration"—that is, due process compels procedural complexity in class arbitration. *Id.* at 349 (emphasis in original). The Court noted that "class arbitration greatly increases risks to defendants" because it combines high stakes with limited appellate review. Id. at 350–51. The Court concluded that classwide arbitration is therefore "not arbitration as envisioned by the FAA" and "lacks its benefits." *Id.* at 351.

In the wake of *Concepcion*, we considered in *Sakkab* whether the FAA preempts California's Iskanian rule, which bars contractual waiver in any fora of representative claims under California's Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code §§ 2698 et seq. *See Sakkab*, 803 F.3d at 427; *Iskanian v. CLS Transp. L.A., LLC*, 327 P.3d 129 (Cal. 2014). PAGA "authorizes an employee to bring an action for civil penalties on behalf of the state against his or her employer for Labor Code violations committed against the employee and fellow employees, with most of the proceeds of that litigation going to the state." *Iskanian*, 327 P.3d at 133.

We concluded that the *Iskanian* rule is generally applicable because it "bars any waiver of PAGA claims, regardless of whether the waiver appears in an arbitration agreement or a non-arbitration agreement." *Sakkab*, 803 F.3d at 432. We also noted that the rule does not "prohibit the arbitration of any type of claim." *Id.* at 434. We recognized that although the purpose of the FAA is "to ensure that private arbitration agreements are enforced according to their terms," the saving clause of § 2 would be rendered "wholly ineffectual" if that purpose overrode all state-

law contract defenses. *Id.* (internal quotations and citations omitted). Instead, "Congress plainly . . . intend[ed] to preempt . . . only those [state contract defenses] that 'interfere[] with arbitration.'" *Id.* (quoting Concepcion, 563 U.S. at 346).

We held the *Iskanian* rule does not interfere with arbitration. *Id.* at 435. Most important, the *Iskanian* rule does "not diminish parties' freedom to select informal arbitration procedures." *Id.* PAGA actions, unlike class actions, do not "resolve[] the claims of other employees," so "there is no need to protect absent employees' due process rights in PAGA arbitrations." *Id.* at 436. Nor does California state law "purport[] to limit parties' right to use informal procedures, including limited discovery." *Id.* at 438–39. Finally, while PAGA actions "may . . . involve high stakes" due to "hefty civil penalties," the FAA does not preempt causes of action merely because they impose substantial liability. *Id.* at 437. We concluded that "the *Iskanian* rule does not conflict with the FAA, because it leaves parties free to adopt the kinds of informal procedures normally available in arbitration." *Id.* at 439.

C. Discussion

1. Generally Applicable Contract Defense

The *McGill* rule, like the *Iskanian* rule, is a generally applicable contract defense. The California Supreme Court specified that a waiver of public injunctive relief in "any contract—even a contract that has no arbitration provision"—is "unenforceable under California law." *McGill*, 393 P.3d at 94 (emphasis in original). The *McGill* rule thus applies "equally to arbitration and non-arbitration agreements." *Sakkab*, 803 F.3d at 432.

Rent-A-Center argues that the *McGill* rule is equivalent to an earlier and now-preempted California rule called the *Broughton-Cruz* rule. *See Broughton*, 988 P.2d 67; *Cruz*, 66 P.3d 1157. The *Broughton-Cruz* rule had established that "[a]greements to arbitrate claims for public injunctive relief. . . are not enforceable in California." *McGill*, 393 P.3d at 90. We held in *Ferguson v. Corinthian Colleges, Inc.*, 733 F.3d 928, 934 (9th Cir. 2013), that the FAA preempted the *Broughton-Cruz* rule because it "prohibits outright" the arbitration of public injunctive relief. The *McGill* rule bears no resemblance to the *Broughton-Cruz* rule. It shows no hostility to, and does not prohibit, the arbitration of public injunctions. It merely prohibits the waiver of the right to pursue public injunctive relief in any forum; the *Broughton- Cruz* rule specifically excluded public injunctive claims from arbitration.

The *McGill* rule is also unlike the rule at issue in *Kindred Nursing Centers Ltd. Partnership v. Clark*, 137 S. Ct. 1421 (2017). In that case, the Supreme Court struck down a judge- made Kentucky rule that an agent with general power of attorney could not waive a principal's right to a jury trial without explicit consent of the principal. *Id*. at 1425. The rule had been invoked to invalidate two arbitration agreements. *Id*. Though the rule did not explicitly forbid the arbitration of claims, the Court held that "a legal rule hinging on the primary characteristic of an arbitration agreement—namely, a waiver of the right to go to court and receive a jury trial"—impermissibly targets arbitration. *Id*. at 1427. Unlike the Kentucky rule, the *McGill* rule does not "rely on the uniqueness of an agreement to arbitrate" to categorically disfavor arbitration as a forum. *See id*. at 1426 (quoting *Concepcion*, 563 U.S. at 341). To the contrary, the *McGill* rule expresses no

preference as to whether public injunction claims are litigated or arbitrated, it merely prohibits the waiver of the right to pursue those claims in any forum.

Moreover, the Court in *Kindred* noted that the underlying principle behind the Kentucky rule—that an agent cannot waive a principal's "fundamental constitutional right" without express consent—had never been applied outside the context of arbitration. *Id*. at 1427–28. By contrast, the *McGill* rule derives from a general and long-standing prohibition on the private contractual waiver of public rights. California courts have repeatedly invoked California Civil Code § 3513 to invalidate waivers unrelated to arbitration. *See, e.g., County of Riverside v. Superior Court*, 42 P.3d 1034, 1042 (Cal. 2002) (holding that a police officer's "blanket waiver" of his rights under the Public Safety Officers Procedural Bill of Rights Act as a condition of his employment would be inconsistent with § 3513); *Covino v. Governing Bd*., 142 Cal. Rptr. 812, 817 (Ct. App. 1977) (invalidating under § 3513 a teacher's waiver of his right under the Education Code to become a contract, rather than temporary, employee); *Benane v. Int'l Harvester Co.,* 299 P.2d 750, 753 (Cal. Ct. App. 1956) (invalidating under § 3513 a collective bargaining agreement provision waiving employees' rights under the Election Code to be paid for time taken off work to vote); *De Haviland v. Warner Bros. Pictures*, 153 P.2d 983, 988 (Cal. Ct. App. 1944) (invalidating under § 3513 a movie star's contractual waiver of the Labor Code's seven-year limit on personal service contracts); *Cal. Powder Works v. Atl. & Pac. R.R. Co*., 45 P. 691, 693 (Cal. 1896) (relying on § 3513 to construe a common carrier's contractual exemption from liability to exclude liability caused by the carrier's negligence because that liability is "imposed upon it by law").

In sum, the *McGill* rule is a generally applicable contract defense derived from long-established California public policy. It is a "ground[] . . . for the revocation of any contract" and falls within the FAA's saving clause at the first step of the preemption analysis. 9 U.S.C. § 2.

2. Interference with Arbitration

"[A] doctrine normally thought to be generally applicable" is nonetheless preempted by the FAA if it "stand[s] as an obstacle to the accomplishment of the FAA's objectives." *Concepcion*, 563 U.S. at 341, 343. One objective of the FAA is to enforce arbitration agreements according to their terms "so as to facilitate streamlined proceedings." *Id*. at 344. However, we "do not read *Concepcion* to require the enforcement of all waivers of representative claims in arbitration agreements." *Sakkab*, 803 F.3d at 436. Instead, "Congress plainly . . . intend[ed] to preempt . . . only those [state contract defenses] that 'interfere[] with arbitration.'" *Id*. at 434 (quoting *Concepcion*, 563 U.S. at 346). Accordingly, we look at "whether refusing to enforce waivers" of a claim that is "technically denominated" as representative "will deprive parties of the benefits of arbitration." *Id*. at 436.

Our decision in *Sakkab* is squarely on point. The McGill rule, like the *Iskanian* rule, does not "deprive parties of the benefits of arbitration." *See id*. This characteristic distinguishes both rules from the *Discover Bank* rule barring the waiver of class actions at issue in *Concepcion*. A major concern in *Concepcion* was that compelling classwide arbitration "*requires* procedural formality," and, in so doing, "makes the process slower, more costly, and more likely to generate procedural morass than final judgment." *Concepcion*, 563 U.S. at 348–49. By contrast, neither state

law nor constitutional due process gives rise to, let alone "*requires*[,] procedural formality" in the arbitration of public injunctive relief.

Public injunctive relief under the Karnette Act, UCL, and CLRA does not require formalities inconsistent with arbitration. In *McGill*, the California Supreme Court expressly held that claims for public injunctive relief need not comply with state-law class procedures. *McGill*, 393 P.3d at 93. We are bound by this ruling. *See Hemmings v. Tidyman's Inc.*, 285 F.3d 1174, 1203 (9th Cir. 2002). Nor does constitutional due process require unusual procedures inconsistent with arbitration. In *Sakkab*, we held that the due process rights of absent employees are not implicated by the arbitration of a PAGA claim because the claim is brought on behalf of the state, which is the "real part[y] in interest." *Sakkab*, 803 F.3d at 436. The small portion of a PAGA penalty distributed to employees is incidental to the statute's public enforcement purpose and effect. Similarly, here, public injunction claims are brought for the benefit of the general public, not on behalf of specific absent parties.

Crucially, arbitration of a public injunction does not interfere with the bilateral nature of a typical consumer arbitration. The rules struck down in *Concepcion* and *Epic Systems* "impermissibly disfavor[ed] arbitration" because they rendered an agreement "unenforceable just because it require[d] bilateral arbitration." *Epic Systems*, 138 S. Ct. at 1623 (emphasis removed). The *McGill* rule does no such thing. The *McGill* rule leaves undisturbed an agreement that both requires bilateral arbitration and permits public injunctive claims. A plaintiff requesting a public injunction files the lawsuit "on his or her own behalf" and retains sole control over the suit. *McGill*, 393 P.3d

at 92. Nothing in the *McGill* rule requires a "switch from bilateral . . . arbitration" to a multi-party action. *Concepcion*, 563 U.S. at 348.

It is possible that arbitration of a public injunction will in some cases be more complex than arbitration of a conventional individual action or a representative PAGA claim. But as with PAGA actions, the complexity involved in resolving a request for a public injunction "flows from the substance of the claim itself, rather than any procedures required to adjudicate it (as with class actions)." *Sakkab*, 803 F.3d at 438. The distinction between substantive and procedural complexity is relevant to the preemption analysis because the Court found in *Concepcion* that classwide arbitration's "procedural formality" frustrated the FAA's objective of ensuring speedy, cost-effective, and informal arbitration. *Concepcion*, 563 U.S. at 348–49. But "potential complexity should not suffice to ward off arbitration" of substantively complex claims. *Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc.*, 473 U.S. 614, 633 (1985). A state-law rule that preserves the right to pursue a substantively complex claim in arbitration without mandating procedural complexity does not frustrate the FAA's objectives.

One theoretical distinction between arbitrating PAGA claims and arbitrating public injunctive claims is the potential for multiple injunctions against the same defendant imposing conflicting obligations, a scenario without an obvious analogue in the PAGA context. These concerns are conjectural and unpersuasive. We are unaware of a *single* such conflict in the decades public injunctive relief has been available in California courts. Even assuming such conflicts are (for some unidentified reason) imminent in the arbi-

tral forum, the defendant can always inform the arbitrator of its existing obligations. We see no reason to believe that an arbitrator would then impose an irreconcilable obligation on the defendant. Nor would complex procedures be needed to avoid such conflicts: the defendant need simply tell the arbitrator. If the initial proceedings were confidential, the defendant could, to the extent necessary, obtain permission from the earlier arbitrator to make such a limited disclosure.

Ongoing injunctions sometimes need monitoring or modification. The need for monitoring and modification is inherent in all injunctive relief, public and private, and such monitoring and modification is not incompatible with informal arbitration. Arbitrators have long had the authority and ability to address requests for injunctive relief within bilateral arbitration. *See* AAA Commercial Arbitration Rule 47(a) ("The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the agreement of the parties[.]"). We are not concerned that arbitrating public injunctions would produce procedural complexities not already common to the arbitration of private injunctions.

Nor are public injunctions unique because of the need to weigh the public interest in deciding whether to grant an injunction. Judges and arbitrators routinely consider the public interest when issuing private injunctions. *See, e.g.*, *Sw. Voter Reg. Educ. Project v. Shelley,* 344 F.3d 914, 917 (9th Cir. 2003) (en banc) ("The district court must also consider whether the public interest favors issuance of the injunction"). Injunctive relief in antitrust actions, for example, requires "reconciliation between the public interest and private needs as well as between competing private

claims." *See California v. Am. Stores Co.*, 495 U.S. 271, 284 (1990).

Rent-A-Center's contention that arbitration of a public injunction requires expansive discovery and presentation of class-wide evidence is mistaken. We are unconvinced by Rent-A-Center's suggestion that under *Cisneros v. U.D. Registry, Inc.*, 46 Cal. Rptr. 2d 233 (Ct. App. 1995), a public injunction claim "demands class-wide evidence." That case merely stands for the unremarkable notion that evidence of "similar practices involving other members of the public who are not parties to the action" may be relevant to and admissible to support a public injunction claim. *Id.* at 244. The Court of Appeal said nothing about the discoverability of such evidence, nor did it limit parties' ability to agree ex ante on the scope of discovery.

The parties remain free to reasonably limit by ex ante agreement discovery and presentation of evidence, as they may with any other arbitrable claim. Rent-A-Center chose to omit any such provision from the 2015 air conditioner agreement, and, in the absence of such an agreement, the breadth of discovery in a public injunctive action, as in a PAGA action, "flows from the substance of the claim itself, rather than any procedures required to adjudicate it." *Sakkab*, 803 F.3d at 438. Such is the case in the antitrust context as well, and, as we know, antitrust claims are unquestionably arbitrable. *See Mitsubishi Motors Corp.*, 473 U.S. at 628–40.

Finally, a public injunction may involve high stakes and could affect a lucrative business practice. But so could a private injunctive, declaratory, or damages action. As we explained in *Sakkab*, "the FAA would not preempt a state statutory cause of action that imposed substantial liability merely because the

action's high stakes would arguably make it poorly suited to arbitration." *Sakkab*, 803 F.3d at 437 (citing *Medtronic, Inc. v. Lohr*, 518 U.S. 470, 485 (1996)). Where a public injunction does not interfere with the informal, bilateral nature of traditional consumer arbitration, high stakes alone do not warrant FAA preemption.

As we recognized in *Sakkab*, arbitration is "[i]n many ways . . . well suited to resolving complex disputes, provided that the parties are free to decide how the arbitration will be conducted." *Id*. at 438. Like the *Iskanian* rule, the *McGill* rule does not "mandate procedures that interfere with arbitration." *See id*. Arbitration of public injunctive relief accordingly need not "sacrifice[] the principal advantage of arbitration—its informality." *See Concepcion*, 563 U.S. at 348. We hold that the FAA does not preempt the *McGill* rule.

IV. Construction of the Arbitration Agreement

Having concluded that the FAA does not preempt the *McGill* rule, we now turn to the 2015 air conditioner agreement itself to determine its scope and effect. Rent-A- Center contends that the agreement requires Blair to submit her Karnette Act, UCL, and CLRA claims to arbitration for determination of liability. According to Rent-A- Center, only after the arbitrator has determined liability can Blair go to court to seek the remedy of a public injunction.[3] We disagree.

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[3] Rent-A-Center alternatively argues that the *McGill* rule does not apply because Blair's requested relief does not amount to a public injunction. Not so. Blair seeks to enjoin future violations of California's consumer protection statutes, relief oriented to and for the benefit of the general public.

The severance clause in the 2015 agreement instructs us to sever Blair's Karnette Act, UCL, and CLRA claims from the scope of arbitration, and to permit such claims to be brought in court. The clause reads:

> If there is a final judicial determination that applicable law precludes enforcement of this Paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

The severance clause is triggered by the *McGill* rule. Paragraph (D) of the agreement prohibits the arbitrator from awarding "relief that would affect RAC account holders other than you," and eliminates any "right or authority for any dispute to be brought, heard, or arbitrated as a class, collective, mass, private attorney general, or representative action." Paragraph (D) thus precludes the arbitrator from awarding public injunctive relief. Paragraph (B) of the agreement permits Rent-A-Center to demand that all disputes be resolved in arbitration, which precludes Blair from seeking public injunctive relief in court. Read together, Paragraphs (B) and (D) waive Blair's right to seek a public injunction "in any forum." *McGill*, 393 P.3d at 87. The *McGill* rule is "applicable law" that "precludes enforcement" of Paragraph (D)'s limitations as to Blair's Karnette Act, UCL, and CLRA claims.

Rent-A-Center contends that the severance clause carves out only the potential public injunctive remedy for these causes of action, requiring the arbitrator to adjudicate liability first. Rent-A-Center reads "claim for relief" in the severance clause to refer only to a

particular remedy, not to the underlying claim. The district court found Rent-A-Center's reading "unnatural and unpersuasive," and we agree. Parties are welcome to agree to split decisionmaking between a court and an arbitrator in this manner. *Cf. Ferguson*, 733 F.3d at 937. But they did not do so here.

The severance clause refers to "a particular claim for relief," but it then goes on to require, a few words later in the same sentence, severance of "that claim" from the arbitration in order to allow it to "be brought in court." A "claim for relief," as that term is ordinarily used, is synonymous with "claim" or "cause of action." *See*, *e.g.*, Fed. R. Civ. P. 8(a) (interchangeably using "claim" and "claim for relief," and using "demand for relief sought" to refer specifically to requested remedy); *Claim*, Black's Law Dictionary (10th ed. 2014) (noting that a "claim" is "[a]lso termed claim for relief"); *Claim for relief*, Black's Law Dictionary (10th ed. 2014) (referencing definition for "claim"); *In re Ocwen Loan Serv., LLC Mortg. Serv. Litig.*, 491 F.3d 638, 646 (7th Cir. 2007) ("The eighth claim is purely remedial; it seeks injunctive relief. Of course it is not a claim, that is, a cause of action, and should not have been labeled as such "); *Cannon v. Wells Fargo Bank N.A.*, 917 F. Supp. 2d 1025, 1031 (N.D. Cal. 2013) ("[E]quitable relief is not a claim for relief but rather only a remedy."). We read the clause, as did the district court, to provide that the entire claim be severed for judicial determination.

V. Other Issues

The district court refused to impose either a mandatory or discretionary stay on the non-arbitrable claims pending arbitration of Blair's usury claim. We have jurisdiction under 9 U.S.C. § 16(a)(1)(A) to re-

view the denial of a mandatory stay, which is a question of law that we review de novo. Under 9 U.S.C. § 3, a district court must stay proceedings for claims and issues "referable to arbitration" pending resolution of the arbitration. *See Leyva v. Certified Grocers of Cal., Ltd.*, 593 F.2d 857, 863 (9th Cir. 1979). Only the usury claim was "referable to arbitration," so Rent-A-Center was not entitled to a stay under § 3 for any of the other claims. See id. We affirm the district court's ruling.

We lack jurisdiction to review the district court's denial of a discretionary stay. *See Portland Gen. Elec. Co. v. Liberty Mut. Ins. Co.*, 862 F.3d 981, 986 (9th Cir. 2017). Our appellate jurisdiction under the FAA over interlocutory appeals is limited to the orders listed in 9 U.S.C. § 16(a)(1). *Kum Tat Ltd. v. Linden Ox Pasture, LLC*, 845 F.3d 979, 982 (9th Cir. 2017). Relevant here, appellate jurisdiction extends to orders "refusing a stay of any action under section 3 of this title." 9 U.S.C. § 16(a)(1)(A). A discretionary stay is based on the district court's inherent authority to manage its docket and is not "a stay . . . under section 3" of the FAA. *See Portland Gen. Elec. Co.*, 862 F.3d at 984. The exceptions that, at times, justify extension of appellate jurisdiction over the imposition of a discretionary stay do not apply to the denial of a stay. *Cf. Dependable Highways Exp. Inc. v. Navigators Ins. Co.*, 498 F.3d 1059, 1063–64 (9th Cir. 2007).

We also lack jurisdiction to review the district court's decision to defer ruling on Rent-A-Center's motion to strike because it is a non-final order not covered by one of the categories set forth in 9 U.S.C. § 16(a)(1)(A). *See Kum Tat Ltd.*, 845 F.3d at 982.

Conclusion

The district court's denials of Rent-A-Center's motion to compel arbitration and motion for a mandatory stay are **AFFIRMED**.

Rent-A-Center's appeals of the district court's denial of a discretionary stay and deferral on the motion to strike class claims are **DISMISSED** for lack of jurisdiction.

APPENDIX D

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF
CALIFORNIA

STEVEN MCARDLE,
Plaintiff,

v.

AT&T MOBILITY LLC; NEW
CINGULAR WIRELESS PCS LLC; AND NEW CIN-
GULAR WIRELESS SERVICES, INC.,
Defendants.

CASE NO. 09-CV-01117-CW

ORDER GRANTING MOTION TO RECONSIDER
AND VACATING ARBITRAL AWARD
(Dkt. Nos. 257, 263, 273, 274, 285)

The Court granted the motion of Defendants AT&T Mobility LLC, New Cingular Wireless PCS LLC, and New Cingular Wireless Services, Inc., to compel arbitration in this case. The arbitrator has issued a decision. Plaintiff Steven McArdle has moved to vacate the arbitral award and to reconsider the Court's order compelling arbitration. Defendants have filed a cross-motion to confirm the award. Each motion is opposed and each party has filed a reply. Having considered the parties' papers, the record, and relevant authority, the Court grants Plaintiff's motion to reconsider, rescinds the September 25, 2013 order compelling arbitration and vacates the arbitral award. The Court also denies as moot Plaintiff's motion to vacate the award under 9 U.S.C. § 10(a)(3) or (4), and denies Defendants' motion to confirm.

BACKGROUND

Defendants provide cellular telephone services. Plaintiff alleges that Defendants deceptively charged exorbitant international roaming fees for calls that customers did not answer, voicemail they did not check, and calls they did not place. He asserts claims under California law, on behalf of himself and all others similarly situated, for false advertising, fraud, and violation of the Consumers Legal Remedies Act (CLRA) and Unfair Competition Law (UCL).

Plaintiff's service agreement with Defendants contains a provision that requires the parties to the agreement to arbitrate "all disputes and claims" between them. Debra Figueroa Decl. in Support of Renewed Motion to Compel Arbitration and Stay Action, Ex. 2, § 2.2(1). More specifically, section 2.0 of the service agreement, captioned "How Do I Resolve Disputes With AT&T," relates to dispute resolution. Id. § 2.0. Section 2.0 is divided into two sections, of which section 2.1 is a summary and section 2.2 is captioned "Arbitration Agreement." Id. § 2.2. Section 2.2, in turn, contains seven numbered subsections, the sixth of which provides:

> The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND AT&T AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and AT&T agree otherwise, the arbitrator

> may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

Id. § 2.2(6) (emphasis in original); see also July 1, 2013 Ltr. from Defense Counsel, Dkt. No. 245 (conceding that "'this specific provision' refers to all of Section 2.2(6), that is, all three preceding sentences").

On September 14, 2009, this Court denied Defendants' motion to compel arbitration, finding that the class arbitration waiver was unconscionable under Discover Bank v. Superior Court, 36 Cal. 4th 148 (2005), and Shroyer v. New Cingular Wireless Services, Inc., 498 F.3d 976 (9th Cir. 2007). Because the class arbitration provision was expressly not severable from the other portions of the arbitration provision, the Court found that the arbitration provision as a whole was not enforceable.

Defendants filed an interlocutory appeal. Meanwhile, this Court granted a stay pending the decision of the United States Supreme Court in AT&T Mobility LLC v. Concepcion, 563 U.S. 333 (2011). Following the Concepcion decision, in which the Supreme Court held that California's Discover Bank rule was preempted by the Federal Arbitration Act (FAA), the Ninth Circuit reversed and remanded. See McArdle v. AT&T Mobility, 474 F. App'x 515, 516 (9th Cir. 2012). The purpose of the remand was for this Court "to consider in the first instance McArdle's arguments based on generally applicable contract defenses." Id.

On remand, Defendants filed a renewed motion to compel arbitration and stay the action. The Court

granted the motion on September 25, 2013. The Court considered and rejected Plaintiff's arguments that arbitration was foreclosed by California's Broughton-Cruz rule, which prohibits arbitration of public injunctive relief claims under the CLRA and UCL, because such claims are "designed to prevent further harm to the public at large rather than to redress or prevent injury to a plaintiff." Cruz v. PacifiCare Health Systems, Inc., 30 Cal. 4th 303, 316 (2003); see also Broughton v. Cigna Healthplans of California, 21 Cal. 4th 1066 (1999). The Court found that the Broughton-Cruz rule is not a generally applicable contract defense and thus does not survive Concepcion. The Court further found that the arbitration agreement was not unenforceable under then-applicable law for purporting to bar customers from seeking public injunctive relief in any forum.

While the arbitration was pending, the California Supreme Court granted a petition for review to assess the enforceability of public injunctive relief waivers under California law. McGill v. Citibank, 345 P.3d 61 (Cal. Apr. 1, 2015) (Mem.). Plaintiff requested that the arbitrator stay the arbitration pending McGill. The arbitrator denied the request on June 8, 2015. Kristen Simplicio Decl. in Support of Motion to Vacate Arbitral Award ¶ 3 & Ex. B.

On September 16, 2016, the arbitrator issued his ruling in favor of Defendants. Id. ¶ 2 & Ex. A. Addressing Plaintiff's individual claims, he found that Plaintiff did not meet his burden to prove that Defendants failed to disclose international roaming charges before Plaintiff incurred those charges on a trip to Italy in 2008. In light of this finding, the arbitrator de-

cided that it was not necessary to address the additional issues raised by the parties, including Plaintiff's claim for injunctive relief.

On December 16, 2016, Plaintiff timely filed his motion to vacate the arbitral award. The Court granted two stipulated motions to extend the time for Defendants to respond to the motion, due to the scheduling needs of counsel and the Supreme Court's impending decision in McGill.

On April 6, 2017, the California Supreme Court decided McGill v. Citibank, N.A., 2 Cal. 5th 945 (2017). After the decision in McGill, this Court granted leave for Plaintiff to file a motion for reconsideration of the order compelling arbitration. Plaintiff filed the motion for reconsideration and Defendants filed a cross-motion to confirm the arbitral award.

DISCUSSION

I. Plaintiff's Motion for Reconsideration of the Order Compelling Arbitration.

A. McGill Is a Change in Controlling Law that Warrants Reconsideration.

Plaintiff moves for reconsideration of the Court's order compelling arbitration. A party who shows "reasonable diligence in bringing the motion" may seek reconsideration of an interlocutory order based on "a change of law occurring after the time of such order." N.D. Cal. Civil L.R. 7-9(b). Defendants do not dispute Plaintiff's diligence in bringing the motion promptly after McGill was decided.

McGill constitutes a change in controlling law for the purpose of reconsideration. In the Court's Septem-

ber 25, 2013 order, the Court found that the Broughton-Cruz doctrine applies only to arbitration agreements, and thus could not be a generally applicable contract defense as contemplated by the FAA. In McGill, however, the California Supreme Court ruled that predispute contracts purporting to waive the right to seek the California statutory remedy of public injunctive relief in any forum are contrary to California public policy and thus unenforceable under California law, regardless of whether they are contained in an arbitration agreement. 2 Cal. 5th at 951-52; see also id. at 961 (quoting Cal. Civil. Code § 3513 ("Any one may waive the advantage of a law intended solely for his benefit. But a law established for a public reason cannot be contravened by a private agreement."). The court further held that the FAA does not preempt this rule of California law or require enforcement of the waiver provision. Id. at 951-52, 962-966.

McGill's holding that predispute waivers of public injunctive relief are contrary to California public policy is binding on this Court. See Hemmings v. Tidyman's Inc., 285 F.3d 1174, 1203 (9th Cir. 2002) ("In interpreting state law, federal courts are bound by the pronouncements of the state's highest court."). It represents a significant change in California law that occurred after this Court's order compelling arbitration. Judgment has not been entered in this case, and the Court may reconsider its interlocutory order compelling arbitration. "As long as a district court has jurisdiction over the case, then it possesses the inherent procedural power to reconsider, rescind, or modify an interlocutory order for cause seen by it to be sufficient." City of Los Angeles, Harbor Div. v. Santa Monica Baykeeper, 254 F.3d 882, 885 (9th Cir. 2001) (holding that district court had jurisdiction to rescind

order certifying interlocutory appeal) (quoting Melancon v. Texaco, Inc., 659 F.2d 551, 553 (5th Cir. 1981)). Accordingly, the Court must examine whether the referral to arbitration was correct.

B. The FAA Does Not Preempt the McGill Rule.

On the question of whether the FAA preempts the McGill rule, the Court owes no deference to the state court, and follows federal law. Vandevere v. Lloyd, 644 F.3d 957, 964 (9th Cir. 2011). If the FAA preempted McGill, then no reconsideration of the Court's prior order compelling arbitration would be warranted, and the Court would proceed to review the arbitral award. The Court finds, however, that the FAA does not preempt McGill.

In Sakkab v. Luxottica Retail N. Am., 803 F.3d 425 (9th Cir. 2015),[1] the Ninth Circuit held that the FAA does not preempt California's rule, announced in Iskanian v. CLS Transportation Los Angeles, LLC, 59 Cal. 4th 348 (2014), barring the predispute waiver of representative claims under the Private Attorneys General Act of 2004 (PAGA), Cal. Lab. Code. § 2698 et seq. Following the two-step approach used by the Supreme Court in Concepcion, the Sakkab court first analyzed whether the Iskanian rule falls within the plain language of the FAA savings clause for "such grounds as exist at law or in equity for the revocation of any contract." 9 U.S.C. § 2. It held that the Iskanian rule is a "generally applicable contract defense," not a ground for revocation of arbitration agreements only. Sakkab, 803 F.3d at 433 (citing Concepcion, 563 U.S. at 343).

[1] Sakkab, like McGill, was decided after this Court's September 25, 2013 order.

Second, the Sakkab court turned to the question of whether the Iskanian rule conflicts with the FAA's purposes, applying "ordinary conflict preemption principles." Id. It held that the Iskanian rule does not "stand as an obstacle to the accomplishment of the FAA's objectives." Id. at 427, 433 (quoting Concepcion, 563 U.S. at 343). It held that Iskanian "expresses no preference regarding whether individual PAGA claims are litigated or arbitrated. It provides only that representative PAGA claims may not be waived outright." Id. at 434 (citing Iskanian, 59 Cal. 4th at 384). Therefore, the court held, the "Iskanian rule prohibiting waiver of representative PAGA claims does not diminish parties' freedom to select informal arbitration procedures." Id. at 435. A class action is a procedural device, which, the court explained, imposes burdens on arbitration that "diminish the parties' freedom to select the arbitration procedures that best suit their needs." Id. at 436. By contrast, a PAGA action is a statutory action by which an employee may seek penalties "as the proxy or agent of the state's labor law enforcement agencies." Id. at 435 (quoting Iskanian, 59 Cal. 4th at 380). A PAGA action does not require any special procedures, and therefore "prohibiting waiver of such claims does not diminish parties' freedom to select the arbitration procedures that best suit their needs." Id. at 436. In contrast to the requirements of class actions, nothing "prevents parties from agreeing to use informal procedures to arbitrate representative PAGA claims." Id.

The Sakkab court concluded that the potential high stakes of a claim, alone, do not interfere with arbitration because the parties are free to contract for whatever formal or informal procedures they choose to handle the claim. Id. at 437-439. The FAA was not "intended to require courts to enforce agreements that

severely limit the right to recover penalties for violations that did not directly harm the party bringing the action." Id. at 440.

The same analysis applies here, with equal force. The McGill rule is a generally-applicable contract defense. See 9 U.S.C. § 2. Moreover, claims for public injunctive relief do not require burdensome procedures that could stand as an obstacle to FAA arbitration. On the contrary, the parties are free to contract for any procedures they choose for arbitrating, or litigating, public injunctive relief claims. Therefore, the FAA does not preempt California's McGill rule.

C. The Arbitration Agreement Is "Null and Void" by Its Own Terms.

The Court turns to the arbitration agreement in this case. The parties agree that the first sentence of subsection 2.2(6), quoted above, purports to waive the arbitrator's ability to award public injunctive relief. In combination with the agreement in subsection 2.2(1) that all claims and disputes, broadly defined, would be arbitrated, this constitutes a waiver of public injunctive relief in all fora that violates the McGill rule.

The Court turns, therefore, to the consequences of this waiver. Defendants contend that if the arbitrator could not address Plaintiff's claims for public injunctive relief, then this Court could address them after the arbitrator resolved the issues that were within the scope of the arbitration agreement. See Ferguson v. Corinthian Colls., Inc., 733 F.3d 928, 937 (9th Cir. 2013) (if arbitrator concludes that it lacks authority to enter injunction, then under language of applicable arbitration agreement plaintiffs "may return to the district court to seek their public injunctive relief");

see also Wiseman v. Tesla, Inc.,[2] No. 17-cv-04798-JFW, at 4 (C.D. Cal. Sept. 12, 2017) (holding that language of agreement allowed arbitrator to decide in first instance whether public injunctive relief claims were arbitrable). Moreover, Defendants argue, following this procedure would render Plaintiff's public injunctive relief claim moot, because the arbitrator decided that Plaintiff had failed to meet his burden to prove any of his underlying claims on the merits, making it unnecessary to reach the issue of injunctive relief.

This argument does not comport with the language of the arbitration agreement in this case. The procedure to be followed here is dictated, not by other courts' findings regarding the procedures set forth in other arbitration agreements, but by the specific procedures contracted to by the parties in the arbitration agreement at issue here.

Plaintiff describes the final sentence of subsection 2.2(6) of the parties' arbitration agreement as a "poison pill." He contends that because, under the McGill rule, the first sentence of subsection 2.2(6) is unenforceable, the entire arbitration provision in the contract (section 2.0) is also "null and void" due to the "poison pill," and no portion of the parties' dispute is subject to arbitration.

Defendants, on the other hand, contend that if the waiver of any claim is found to be unenforceable, then the arbitration agreement is "null and void" only with

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[2] The Court GRANTS Defendants' administrative motion for leave to file a statement of recent decision bringing Wiseman to the attention of the Court, although it agrees with Plaintiff that the arbitration agreement in this case is materially different from that in Wiseman.

regard to that one claim, leaving other claims subject to arbitration. This interpretation would suggest an approach similar to that taken in Ferguson, where the arbitrator would decide all claims subject to arbitration, and Plaintiff could then return to this Court for adjudication of his claim for public injunctive relief. Defendants imply that the language of the "poison pill" is at least ambiguous, and should be construed in favor of permitting arbitration of all issues except public injunctive relief because "any doubts concerning the scope of arbitrable issues should be resolved in favor of arbitration, whether the problem at hand is the construction of the contract language itself or an allegation of waiver, delay, or a like defense to arbitrability." Moses H. Cone Mem'l Hosp. v. Mercury Constr. Corp., 460 U.S. 1, 24-25 (1983).

Defendants are correct that the Court will not deny an order compelling arbitration "unless it may be said with positive assurance that the arbitration clause is not susceptible of an interpretation that covers the asserted dispute. Doubts should be resolved in favor of coverage." AT&T Techs., Inc. v. Commc'ns Workers of Am., 475 U.S. 643, 650 (1986) (quoting Steelworkers v. Warrior & Gulf Navigation Co., 363 U.S. 574, 582-583 (1960)). Here, however, there is no room for doubt. The language of the "poison pill" sentence unambiguously provides that "the entirety of this arbitration provision shall be null and void" if subsection 2.2(6), waiving claims and relief on behalf of other persons, is found to be unenforceable. Defendants' proposed construction of this sentence ignores the agreement's use of the word "entirety" and attempts to read in limiting language that does not exist, such as adding the words "as to the specific claim" at the end of the paragraph. It also is in tension with

Defendants' earlier position regarding the scope of the "poison pill."

It would, of course, have been permissible for the parties to agree to an arbitration provision that was limited in this way. They did not do so, however. The contract as actually written declares the entire arbitration provision null and void because the waiver of public injunctive relief is unenforceable. The Court notes that although the parties need not have agreed to so broad a "poison pill," there was reason for them to do so. See Sakkab, 803 F.3d at 437 ("The FAA contemplates that parties may simply agree ex ante to litigate high stakes claims if they find arbitration's informal procedures unsuitable.").

The McGill rule constitutes a change in controlling law and is not preempted by the FAA. The waiver of public injunctive relief in subsection 2.2(6) of the parties' agreement is therefore unenforceable, and this triggers the "poison pill" rendering the entire arbitration provision null and void. The Court must therefore grant reconsideration of, and rescind, its September 25, 2013 order compelling arbitration and vacate the arbitral award.

II. The Motions to Vacate or Confirm the Arbitral Award.

Because the Court reconsiders the September 25, 2013 order granting Defendants' renewed motion to compel arbitration and stay this action, rescinds its prior order compelling arbitration and vacates the arbitral award, the Court denies as moot Plaintiff's motion to vacate the award under 9 U.S.C. § 10(a)(3) and (4). The Court also denies Defendants' motion to confirm the award. By this decision, the Court does not reach or review the merits of the arbitrator's decision.

Defendants contend that the FAA statutorily bars Plaintiff's "attempt to evade confirmation of a final arbitration award" through reconsideration of this Court's order compelling arbitration. Opp. at 20. When reviewing an arbitrator's decision, this Court's review is "both limited and highly deferential." Coutee v. Barington Capital Grp., L.P., 336 F.3d 1128, 1132 (9th Cir. 2003) (internal quotation marks omitted). The Court "must" confirm and enter judgment on an award "unless the award is vacated, modified, or corrected as prescribed in sections 10 and 11" of the FAA. 9 U.S.C. § 9; see also Hall St. Assocs., L.L.C. v. Mattel, Inc., 552 U.S. 576, 587 (2008) ("There is nothing malleable about `must grant,' which unequivocally tells courts to grant confirmation in all cases, except when one of the `prescribed' exceptions applies.").

Here, the Court is not reviewing an arbitral award, and the merits of the arbitrator's decision are irrelevant to the correctness of this Court's order compelling arbitration in the first place. In Hall Street, by contrast, the district court had reviewed the merits of the arbitrator's decision based on impermissible grounds. The Hall Street parties had agreed by contract that the arbitral award could be vacated if the arbitrator's findings of fact were not supported by substantial evidence or the arbitrator's conclusions of law were erroneous. 552 U.S. at 579. The Supreme Court held that these bases are not among the grounds for vacatur of an arbitral award under the FAA. Because the statutory grounds for vacatur are exclusive, the district court could not vacate the award based on the contractual grounds.

Likewise, the Ninth Circuit held in a recent unpublished memorandum disposition that where an arbitrator applies the law as it exists at the time of the

arbitral award, an intervening change in law prior to a court's FAA review does not provide a basis to vacate the award. Wulfe v. Valero Ref. Co.--California, 687 F. App'x 646, 648 (9th Cir. 2017). In Wulfe, the arbitrato-not the district court--held that the governing arbitration agreement's waiver of representative PAGA claims was enforceable. See Wulfe v. Valero Ref. Co.--California, 641 Fed. App'x 758, 761 (9th Cir. 2016) ("Wulfe argues that the arbitrator exceeded her powers by allegedly ordering Wulfe to proceed with his PAGA claim on an individual basis because such a right cannot be waived."); Wulfe v. Valero Ref. Co., No. 12-cv-05971-MWF, 2016 WL 9132900, *1 (C.D. Cal. May 19, 2016) (noting that it was "the arbitrator's order requiring Plaintiff to proceed with his PAGA claims on an individual basis"). After the award was issued, however, the California Supreme Court decided Iskanian and the Ninth Circuit decided Sakkab, reaching a different decision about the enforceability of PAGA waivers. The district court held that the change in law did not justify vacating the arbitral award under the rigorous standard of review provided by the FAA. The Ninth Circuit explained that "the issue is not whether, with perfect hindsight, we can conclude that the arbitrator erred." Wulfe, 687 F. App'x at 648. Rather, in reviewing an arbitrator's decision, the Court must consider whether the arbitrator "recognized the applicable law and then ignored it." Id. (quoting Lagstein v. Certain Underwriters at Lloyd's, London, 607 F.3d 634, 641 (9th Cir. 2010)). In Wulfe, the arbitrator did not act with manifest disregard of any law that existed at the time of the award, and the court therefore confirmed the arbitral award.

The issue here is different. The arbitrator was not the one to conclude that Plaintiff's waiver of public injunctive relief claims was enforceable; it was this

Court that made that ruling in the order compelling arbitration. The Court therefore does not review the arbitrator's decision under the FAA, but rather, reconsiders its own interlocutory order. As discussed, the Court's order compelling arbitration was erroneous in light of the subsequent decisions in McGill and Sakkab, and must be rescinded. The Court, therefore, vacates the arbitral award without reviewing its merits under the FAA.

CONCLUSION

For the foregoing reasons, the Court GRANTS Plaintiff's motion for reconsideration of the order compelling arbitration (Docket No. 273), rescinds that prior order (Docket No. 257), and VACATES the arbitral award. The Court DENIES AS MOOT Plaintiff's motion to vacate the arbitral award (Docket No. 263); and DENIES Defendants' cross-motion to confirm the arbitral award (Docket No. 274). The Court also GRANTS Defendants' administrative motion for leave to file a statement of recent decision (Docket No. 285).

The Court shall schedule a case management conference by separate Clerk's Notice.

IT IS SO ORDERED.

Dated: October 2, 2017

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CLAUDIA WILKEN
United States District
Judge

APPENDIX E

AMERICAN ARBITRATION ASSOCIATION

In the Matter of Arbitration Between:

Re: Steven McArdle v. AT&T Mobility LLC

CASE NO. 74-20-1400-0177

Award of Arbitrator

I, Stephen L. Porter, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the arbitration agreement entered into between the above-named parties and dated August 2007 (Ex. 505), and having been duly sworn, and having duly heard the proofs and allegations of the Parties, do hereby issue this AWARD, as follows:

Discussion

McArdle filed this claim initially in the San Francisco Superior Court. It was removed to federal court and ordered to arbitration. The Second Amended Complaint alleged causes of action for False Advertising, violation of the California Consumer Legal Remedies Act, Fraud, Deceit and/or Misrepresentation and Unfair Business Practices. The core allegation, common to all causes of action, was that AT&T failed to disclose that McArdle could be charged for incoming calls when he was outside the U.S., including calls which were not answered but were routed to voicemail. As a result, McArdle alleges he was improperly charged $3.87 for three calls to his phone while he was in Italy in March 2008. McArdle additionally seeks a refund of $2 for an international roaming plan and $22 for international texting charges, based on the contention that he would not have used his phone in Italy if he had known about

the charges for unanswered incoming calls. McArdle bears the burden of proof as the claimant.

AT&T contends that McArdle was informed of the possibility of such charges or reasonably should have known about them from the disclosures that were made to him. AT&T asserts various affirmative defenses additionally.

McArdle filed his claim as a class action complaint, and much of the evidence and argument was developed in that context. However, this arbitration claim involves only McArdle's individual claim based on his personal experience. McArdle had multiple interactions with AT&T about international roaming charges before and after his trip. His experience may have been atypical of the average consumer but that is what is most relevant. What consumers in general would or would not have understood from AT&T's various disclosures about international roaming charges is of lesser probative value here, where McArdle was actively engaged in the topic.

Before his trip to Italy in March 2008, McArdle was concerned about international phone charges and investigated the subject. He understood that outside his service area, including outside the U.S., different rates applied for roaming. He looked at travel and AT&T websites (including the main page and international and travel pages), talked to friends and visited AT&T stores in Emeryville and San Francisco. He called AT&T's Customer Care directly to ask about a rate plan for texting. He was told that he had to buy an international plan to make or receive calls. From his inquiries he knew calling internationally was expensive and that international plans had different services and options. He understood fees were different for calls and text messages in the U.S. and abroad.

He was unsure whether his phone would work abroad without an international service plan.

McArdle testified that he has no recollection of seeing or being told that he might be charged for calls he didn't answer if he left his phone on while abroad, or of seeing any documentation regarding such charges. At the airport before leaving for Italy, he called AT&T and bought a text plan for $10/mo. in order to text and make calls during his trip, although he didn't plan to make calls.

Upon arriving in Europe, McArdle received a text message stating: "Outside the U.S. international voice and data rates apply. Unlimited domestic plans do not apply. More at AT&T.com/wirelessinternational". McArdle did not visit this AT&T website on his trip.

In 2004, McArdle had bought phone service from Cingular. The Terms of Service at that time were Exhibit 3 to the McArdle Deposition taken in March 2010. McArdle testified at deposition that this document looked familiar, but he didn't recognize the specific document. AT&T introduced evidence, which was not controverted, that the subsequent Terms of Service dated August 2007 (Ex. 505) was the contract in effect at the time of McArdle's March 2008 trip to Italy.

The AT&T website in effect just before McArdle's trip to Italy was McArdle Deposition Ex. 4, as to which he testified at deposition that the pages "have a familiar look to them" (98:24), although he did not recall the specific pages. At the hearing, McArdle testified that he may have seen the International Service Terms and Conditions (ATTM MCARDLE 00340274, "p.-274"), which stated: "International Roaming

When outside the U.S., you will be charged normal roaming airtime rates when incoming calls are routed to voicemail even if no message is left. International roaming rates apply for all calls placed or received while outside the U.S...." On cross-examination, McArdle testified that Deposition Ex. 4 looked familiar to what he saw before the trip.

At the hearing, McArdle acknowledged that the FAQ webpage "called out" the AT&T charges for calls routed to voicemail (twice the normal charge for calls deposited in voicemail when the phone is "active" even if busy/no answer). p-272. He testified that he didn't see this language before his trip, although at deposition he was unsure (stating variously that he didn't recall reading it, that he disputed seeing it, that he wasn't aware of seeing it and that he didn't dispute seeing it). p-127:3-128:13. In his declaration for the hearing, McArdle asserted he never saw this language for his trip. ¶29. On cross-examination, however, he reiterated that he doesn't dispute having seeing the above FAQ webpage before his trip.

A brochure entitled AT&T World was routinely given to customers in March 2008. Ex. 502; Albright testimony. McArdle testified that this was "possibly" familiar to him. The brochure states: International Roaming:...When outside the U.S., you will be charged normal international roaming airtime rates when incoming calls are routed to voicemail, even if no message is left". p. 12.

At his deposition, McArdle thought that the AT&T roaming brochure "look[ed] familiar", that he possibly saw it before his trip to Italy and that he "believe[d] that he might have looked at [it]" before the trip. Under the heading International Roaming, the brochure stated: "When outside the U.S., you will be charged for

both an incoming and outgoing call when incoming calls are routed to voicemail even if no message is left". Depo. Ex. 9. McArdle thought the picture looked familiar although the verbiage did not. He acknowledged the above information was intended to address some of his allegations. Depo. Ex. 9, 188:11-190:17. At the hearing, McArdle conceded that this disclosure would have been explicit if he had seen it. He reiterated his deposition testimony that the picture of the girl in Depo Ex. 9 looked familiar. On redirect, he testified that he recognized the picture of the two people in Depo Ex. 9, but he didn't recall where he saw it. He reiterated that the verbiage wasn't familiar. Depo Ex. 9. On re-cross, he stated "I believe I might have looked at it [Ex. 9]" before the trip. He recalled getting something from the AT&T store, but not like the Ex. 9 brochure.

McArdle testified that after his trip he called AT&T to complain about the roaming call charges and also the text charges. He thought the text charges were covered by the $10/mo. text plan he had purchased. AT&T refused to remove the charges.

AT&T called Charles Carter as a witness. He has been the director of network engineering/international roaming since 2004. Carter testified that the roaming calls to McArdle (Ex. 503, p. 5 of 7 and Ex. 504, p. 6 of 8) appeared to be mobile terminating calls with only one charge for each, i.e. there was no trombone effect resulting in two charges per call. On cross-examination, he conceded the records were inadequate to confirm whether the Ex. 503 charges were from one or two calls. However, to the extent that McArdle claims the potential for double charges was not adequately disclosed, he didn't establish there were any double (trombone) charges.

David Albright oversaw AT&T's international roaming services to mobile customers in the spring of 2008. He testified that under AT&T's policies and procedures in effect in the spring of 2008, various materials and links describing international charges were provided to customers; these documents included Exs. 502 and 506 (or similar version), McArdle Depo Exs. 3 and 6, and Bennett Declaration Exs. 2, 14 and 19. Together these materials disclosed that customers would incur charges for incoming calls routed to voicemail while roaming internationally.

Chenell Cummings, a manager in AT&T's Office of the President, testified that AT&T's records reflected that McArdle had called after his trip to complain about text message charges, but without mention of roaming charges. The call record did not indicate any credit had been requested, but it recorded that his concern had been addressed. Ex. 525 (4/22/08). Cummings testified that if McArdle had complained about the roaming charges of $3.87, they probably would have been refunded given their small size and AT&T's policy to appease customers where possible (given the cost to obtain new customers versus retaining existing ones). Cummings' testimony indicated that the text plan McArdle purchased covered text messages from the US to Italy (which is not what he wanted); the text messages within Italy on his phone bills were charged at the standard international text message rate ($.50). From this testimony, it appeared that McArdle bought a text message plan he didn't need or want, which was the reason for his complaint to AT&T after the trip. Since McArdle complained about text message charges he didn't expect to pay, it is reasonable to assume that he would also have complained about roaming charges if he had the

same expectation about them. No such complaint was reported on the call record.

AT&T's expert, Dr. Kent D. Van Liere, conducted a survey on consumer perception about international roaming features in 2008. The arbitrator does not find his report and opinions of probative value in this case for several reasons. The premise that consumers would accurately recall their perceptions about something as relatively mundane as roaming features seven years earlier is doubtful. The conclusions (percentages of survey participants who had understandings one way or another) are not persuasive either way. And as noted above, McArdle was not an ordinary consumer, as he had a specific concern about roaming charges and conducted due diligence in response.

On the evidence, McArdle failed to prove that he was deceived about AT&T's international roaming charges, including those routed to voicemail, because of inadequate disclosures. His testimony regarding the various AT&T materials was inconsistent, and his recollection was poor (understandable over time but nevertheless weakening his proof). Rather, the evidence established that McArdle was provided with multiple disclosures of the potential roaming charges directly or through links and that he ignored them, forgot about them or unreasonably misunderstood their content.

For example, the evidence regarding the texting plan indicates that McArdle was either inattentive to information he received or forgot about it. The AT&T materials disclose the $.50 charge for international text messages. McArdle testified that he visited the AT&T website with frequency before his trip and that he expected to be charged for texting. Yet he made a

last-minute call from the airport to purchase a texting plan which he didn't need. He later complained about the text charges but accepted the explanation provided, according to AT&T's call record. That episode indicates that the misunderstanding was on McArdle's part.

McArdle sought a refund of the texting charges in this proceeding based solely on the contention that he would not have incurred the $22 in texting charges if he had known about the prospect of incurring the $3.87 in roaming charges. Given his awareness of international texting charges and his desire to text with his friends during their cycling trip, the claim that he would not have taken his phone to Italy if he had known about the very modest roaming charges is not credible. The admission that he expected to be charged for text messaging negates any independent claim for the $22.

The call record is a key document because it is a contemporary business record, prior to the filing of the original complaint. If McArdle had not understood that international roaming charges might be imposed for use of his phone in Italy, he would have objected to those charges as well as to the texting charges, especially given his present claim that he would not have bought the texting plan or taken his phone to Italy if he had known about the roaming charges. As noted above, the call record reported that his complaint was about text charges only and that he accepted the explanation given.

Whether due to faulty recollection or otherwise, it appears that McArdle's claim about the roaming charges evolved to fit the grounds for the class action complaint. He didn't assert a claim for the unnecessary $10 text plan or seek a refund of the $22 in text

charges based upon nondisclosure. Rather, he sought recovery of the text charges only by asserting a causal connection to the roaming charges. The assertion of a roaming charge claim which wasn't made to AT&T customer service (according to the call record), the non-assertion of a colorable claim regarding the text plan and the linkage of roaming to texting charges all suggest that the present claim was shaped after-the-fact to fit class action allegations that are not relevant here. Scrutiny of the specific claims over time corroborates the basic conclusion stated above: based on the materials provided to McArdle, or made readily available to him, he did not meet his burden of proof to establish that AT&T failed to disclose the international roaming charges relevant to his trip to Italy in 2008.

In light of the above conclusions, it is not necessary to address the additional contentions of the parties (e.g., the adequacy/timeliness of notice of the claim, the UCAN action or injunctive relief).

Award

1. Claimant McArdle shall take nothing on his claim.

2. The administrative fees of the American Arbitration Association totaling $1,700.00, the hearing room rental fee totaling $400.00 and the compensation of the arbitrator, totaling $16,253.49 shall be paid by Respondent AT&T pursuant to the terms of the arbitration agreement. Therefore, AT&T shall reimburse Claimant McArdle the sum of $200.00 representing that portion of arbitration costs previously advanced by Claimant.

3. The claim by McArdle was not frivolous or brought for an improper purpose. Therefore,

both parties shall bear their own attorneys' fees and costs except as stated above in paragraph 2.

4. All claims and defenses not decided above are denied.

Dated: September 16, 2016

____

Stephen L. Porter
Arbitrator

APPENDIX F

2.0 HOW DO I RESOLVE DISPUTES WITH AT&T?

2.1 Dispute Resolution By Binding Arbitration

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

Summary;

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at 1-800-331-0500. **In the unlikely event that AT&T's customer service department is unable to resolve a complaint you may have to your satisfaction (or if AT&T has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.** For any non-frivolous claim that does not exceed $75,000. AT&T will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from AT&T to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), AT&T will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys! fees if the arbitrator awards you an amount that is greater than what AT&T has offered you to settle the dispute,

2.2 Arbitration Agreement

(1) AT&T and you agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to;

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "AT&T," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention

of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Agreement, you and AT&T are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to AT&T should be addressed to: Office for Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If AT&T and you do not reach an agreement to resolve the claim Within 30 days after the Notice is received, you or AT&T may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or AT&T is entitle. You may download or copy a form Notice and a form to initiate arbitration at att.com/arbitration-forms.

(3) After AT&T receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than $75,000. (The filing fee currently is $125 for claims under $10,000 but is subject to change by the arbitration provider. If

you are unable to pay this fee, AT&T will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") .of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at adr.org. by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at att.com/arbitration-information.) The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except at that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless AT&T and you agree otherwise, any arbitration hearings will take place in the county. (or parish) of your billing address. If your claim is for $10,000 or less, we agree that you may choose whether the arbitration will be conducted sorely on the basis of documents submitted to the arbitrator through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds $10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, AT&T will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous brought for an improper purpose (as

measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse AT&T for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than $75,000 in damage, the payment of these fees will be governed by the AAA rules.

(4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of AT&T's last written settlement offer made before an arbitrator was selected, then AT&T will:

- pay you the amount of the award or $10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If AT&T did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

(5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorney's fees or costs. Although under some laws AT&T may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, AT&T agrees that it will not seek such an award.

(6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND AT&T AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and AT&T agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(7) Notwithstanding any provision in this Agreement to the contrary, we agree that if AT&T makes any future change to this arbitration provision (other than a change to the Notice Address) during your Service Commitment, you may reject any such change by sending, us written notice within 30 days of the change to the Arbitration Notice Address provided

above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

APPENDIX G

Complaints filed since *McGill* expressly stating that the plaintiffs seek public injunctive relief:

Case		Statute(s)	Request for Public Injunctive Relief
1	*Dixon* v. *Fast Auto Loans, Inc.*, No. 20STCV04632 (Cal. Super. Ct. Feb. 04, 2020)	FAL; UCL	“Plaintiff, individually and on behalf of the California general public” seeks “[a] public injunction sufficient to prevent Defendant from continuing to falsely advertise their Consumer Loan products in or from California.” Compl. p. 30.
2	*Michalak* v. *Exeter Fin. LLC*, No. 20STCV03174 (Cal. Super. Ct. Jan. 24, 2020)	UCL	“Plaintiff files this cause of action individually, and on behalf of the general public, to challenge and to remedy Defendants’ business practices. * * * Pursuant to Business and Professions Code § 17203, Plaintiff seeks an injunction.” Compl. ¶¶ 54, 61.
3	*Chong* v. *Hormel Foods Corp.*, No.	CLRA; UCL; FAL	“Plaintiff seeks public injunctive relief that has the primary pur-

	19-cv-10944 (C.D. Cal. Dec. 30, 2019)		pose and effect of prohibiting unlawful acts that threaten future injury to the general public." Compl. ¶¶ 41, 47, 54.
4	*Chong* v. *Nestle Waters N. Am., Inc.*, No. 19-cv-10901 (C.D. Cal. Dec. 27, 2019)	CLRA; UCL; FAL	"Plaintiff seeks public injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the general public." Compl. ¶¶ 56, 62, 69.
5	*DeAnda* v. *DoorDash, Inc.*, No. 19-cv-08305 (N.D. Cal. Dec. 20, 2019)	CLRA; UCL; FAL	"Additionally, Plaintiff seeks all available injunctive relief, including public injunctive relief requiring DoorDash to promulgate corrective advertising advising the Class and general public about the change in DoorDash's payment policy (to the extent its payment policy has changed) and enjoin DoorDash from reverting to its previous, misleading policy." Compl. ¶¶ 54, 64, 71.

6	*Craig* v. *Corteva, Inc.*, No. 19-cv-07923 (N.D. Cal. Dec. 3, 2019)	UCL	"Named Plaintiffs, suing on behalf of themselves, the putative class members, and the general public, also seek restitution and injunctive relief under California law for Defendants' unlawful, unfair, and fraudulent business practices which have deprived their employees of their rights under California labor laws and regulations, in order to reduce their payroll costs and increase profits, in violation of applicable laws." Compl. ¶ 3.
7	*Iturrios* v. *Hollywood Park Casino Co.*, No. 19STCV40971 (Cal. Super. Ct. Nov. 13, 2019)	UCL	"Plaintiff seeks injunctive relief on behalf of the general public, enjoining Defendants' practices." Compl. ¶ 34.
8	*Connell* v. *Heartland Express, Inc.*, No.	UCL	Seeking "on behalf of the general public * * * [a]n order enjoining

	19-cv-09584 (C.D. Cal. Nov. 7, 2019)		Defendants from further unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 *et seq*." Compl. pp. 21-22.
9	*Raposo* v. *Gallaway*, No. 19SMCV01913 (Cal. Super. Ct. Oct. 29, 2019)	UCL	"Plaintiffs seek public injunctive relief to prevent Defendants from continuing with the unfair and unlawful business acts and practices." Compl. ¶ 62.
10	*Espinoza* v. *Walmart, Inc.*, No. 19-cv-01972 (S.D. Cal. Oct. 11, 2019)	UCL; CLRA	"Plaintiff seeks public injunctive relief to benefit the general public directly by bringing an end to Defendants' unfair business practices described herein, which threaten future injury to the general public." Compl. ¶ 100.
11	*Colopy* v. *Uber Techs., Inc.*, No. 19-cv-06462 (N.D. Cal.	UCL	"The injunction that Plaintiff seeks is in the nature of a public injunction and is not solely for the benefit of himself and other Uber drivers. Instead, ordering Uber

	Oct. 8, 2019)		to comply with the California Labor Code is in the public interest because Uber's violation of the Labor Code and Wage Orders diminishes labor standards more generally in the California economy and particularly in the transportation industry." Compl. ¶ 46.
12	*Garcia* v. *Dedicated Fleet Sys., Inc.*, Docket No. 19STCV34 307 (Cal. Super. Ct. Sept. 27, 2019)	UCL	"[P]laintiff, on behalf of himself and all others similarly situated and on behalf of the general public" seeks "[a]n order enjoining Defendants from further unfair and unlawful business practices in violation of [the UCL]." Compl. pp. 15-16.
13	*Saldivar* v. *The Cookware Co. (USA)*, No. 19-cv-06014 (N.D. Cal. Sept. 25, 2019)	CLRA; UCL; FAL	"Plaintiff, on behalf of herself and all other similarly situated California consumers, and as appropriate, on behalf of the general public of the state of California, seeks injunctive relief prohibiting Defendant

			continuing these unlawful practices." Compl. ¶ 114.
14	*McRay* v. *Uber Techs., Inc.*, No. 19-cv-05723 (N.D. Cal. Sept. 11, 2019)	UCL	"The injunction that Plaintiff seeks is in the nature of a public injunction and is not solely for the benefit of himself and other Uber drivers. Instead, ordering Uber to comply with the California Labor Code is in the public interest because Uber's violation of the Labor Code and Wage Orders diminishes labor standards more generally in the California economy and particularly in the transportation industry." Compl. ¶ 46.
15	*Lopez* v. *ECO Tech., Inc.*, No. 19STCV32269 (Cal. Super. Ct. Sept. 11, 2019)	UCL	"Plaintiffs seek a public injunction ordering Ygrene and Eco to immediately cease the unlawful and unfair acts and practices alleged herein." Compl. ¶ 130.
16	*Arnold* v. *Hearst Magazine*	CLRA; UCL	Plaintiffs seeks "a public injunction for

	Media, Inc., No. 2019-00047733 (Cal. Super. Ct. Sept. 10, 2019)		the benefit of the People of the State of California." Compl. p. 18.
17	*Dougherty* v. *TitleMax of Cal., Inc.*, No. 19-cv-01709 (C.D. Cal. Sept. 6, 2019)	UCL; CLRA	"Plaintiff seeks public injunctive relief to benefit the general public directly by bringing an end to Defendant TitleMax's unlawful business practices which threaten future injury to the general public." Compl. ¶¶ 49, 59.
18	*Broome* v. *CRST Expedited, Inc.*, No. 19-cv-07664 (C.D. Cal. Sept. 4, 2019)	UCL	Seeking "on behalf of the general public * * * [a]n order enjoining Defendants from further unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 *et seq*." Compl. pp. 18-19.
19	*Javitch* v. *Web Listing Experts, LLC*, No. 19-cv-	CLRA	"Consumers who suffer damage due to an unlawful business practice may bring an

	05419 (N.D. Cal. Aug. 28, 2019)		action to enjoin a corporation's unlawful business practices throughout the state on behalf of the general public. * * * Plaintiff is entitled to injunctive relief." Compl. ¶¶ 38-39.
20	*Bailey* v. *Blue Apron, LLC*, No. 18-cv-07000 (N.D. Cal. Aug. 22, 2019)	UCL	"Plaintiff is entitled to an injunction and other equitable relief against such unlawful practices in order to prevent future damage, for which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits. Plaintiff brings this cause individually and as members of the general public actually harmed and as a representative of all others subject to BLUE APRON and/or DOES unlawful acts and practices." Am. Compl. ¶ 131.
21	*Ball* v. *The Local Pub & Grill, Inc.*, No. 19STCV29	UCL	"Pursuant to [the UCL], Plaintiff is entitled to, and hereby seeks * * * a perma-

	550 (Cal. Super. Ct. Aug. 19, 2019)		nent and public injunction prohibiting Defendants from engaging in the acts complained of in the operative Complaint." Compl. ¶ 143.
22	*Fonseca* v. *Hewlett-Packard Co.*, No. 37-2017-00045630-CU-WT-CTL (Cal. Super. Ct. Aug. 12, 2019)	UCL	"Plaintiff seeks, on his own behalf and on behalf of the other members of the Plaintiff Classes and on behalf of the general public, equitable and injunctive relief." Compl. ¶ 175.
23	*Fernandez* v. *Debt Assistance Network, LLC*, No. 19-cv-01442 (S.D. Cal. Aug. 1, 2019)	UCL; CLRA	"Plaintiffs and the general public are also entitled to and do seek injunctive relief prohibiting such conduct in the future and to recover money damages." Compl. ¶ 105.
24	*Moreno* v. *Disney Interactive Studios, Inc.*, No. 2019-00039785	CLRA; UCL	Plaintiffs seek "injunctive relief, including a public injunction for the benefit of the People of the State of California." Compl. p. 22.

	(Cal. Super. Ct. July 30, 2019)		
25	*Arellano* v. *Mead Johnson Nutrition Co.*, No. 19-cv-06462 (C.D. Cal. July 25, 2019)	CLRA	"Plaintiff seeks injunctive relief under the CLRA to prohibit the unlawful acts alleged herein, which threaten ongoing and future injury to the general public." Compl. ¶ 53.
26	*Barba* v. *Old Navy, LLC*, No. CGC19577743 (Cal. Super. Ct. July 18, 2019)	CLRA; FAL; UCL	"Plaintiffs each individually seek public injunctive relief, under the [CLRA, FAL and UCL], to protect the general public from Old Navy's false advertisements and omissions." Compl. ¶¶ 136, 154, 174.
27	*Bejune* v. *CashCall, Inc.*, No. 19-cv-01373 (C.D. Cal. July 15, 2019)	UCL; CLRA	"Plaintiff seeks public injunctive relief to benefit the general public directly by bringing an end to Defendant's unlawful business practices that are currently causing damages and con-

			tinue to threaten future injury to the general public." Compl. ¶ 88.
28	*Cook* v. *Transport Corp. of Am., Inc.*, No. 19-cv-01202 (C.D. Cal. June 28, 2019)	UCL	Seeking "on behalf of the general public * * * [a]n order enjoining Defendants from further unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 *et seq*." Compl pp. 20-21.
29	*Simon* v. *Williams-Sonoma, Inc.*, No. CGC19576923 (Cal. Super. Ct. June 24, 2019)	CLRA; FAL; UCL	Plaintiff individually seeks public injunctive relief, under the [FAL, CLRA, and UCL], to protect the general public from Williams-Sonoma's false reference price advertising." Compl. ¶¶ 99, 117, 134.
30	*Vianu* v. *AT&T Mobility, Inc.*, No. 19-cv-03602 (N.D. Cal. June 20, 2019)	CLRA; UCL; FAL	"Plaintiffs, by this action, seek a public injunction to enjoin AT&T from its false advertising practice and to require AT&T to disclose to the consuming public, in advance, the true costs consumers will pay

			for its wireless services." Compl. ¶ 10.
31	*Javitch* v. *Taylor*, No. 19-cv-03417 (N.D. Cal. June 14, 2019)	CLRA	"Consumers who suffer damage due to an unlawful business practice may bring an action to enjoin a corporation's unlawful business practices throughout the state on behalf of the general public. * * * Plaintiff is entitled to injunctive relief under Cal. Civ. Code §1780(a)." Compl. ¶¶ 56-57.
32	*Tamboura* v. *Singer*, No. 19-cv-03411 (N.D. Cal. June 14, 2019)	UCL	"Plaintiffs and the general public, including the individual applicant's [sic] and their parents are entitled to a public injunction, under California Business and Professions Code § 17203, 17204" to stop Defendants' wrongful acts. Compl. ¶ 553.
33	*Mitchell* v. *The Taunton Press, Inc.*, No. 2019-00029474	CLRA; UCL	"[F]or the benefit of the general public of the State of California, Plaintiff seeks an injunction prohibiting Defendants from

	(Cal. Super. Ct. June 10, 2019)		continuing their unlawful practices as alleged herein." Compl. ¶¶ 40, 48.
34	*Javitch* v. *Major League Capital, LLC*, No. 19-cv-03041 (N.D. Cal. June 2, 2019)	CLRA	"Consumers who suffer damage due to an unlawful business practice may bring an action to enjoin a corporation's unlawful business practices throughout the state on behalf of the general public. * * * Plaintiff is entitled to injunctive relief." Compl. ¶¶ 75-76.
35	*Kaufman* v. *Verizon Commc'ns, Inc.*, No. RG19021474 (Cal. Super. Ct. May 31, 2019)	UCL	Plaintiff seeks "public injunctive and restitutionary relief against Verizon for both Classes for violation of the Unfair Business Practice Act." Compl. p. 18.
36	*Olosoni* v. *H&R Block, Inc.*, No. CGC-19-576093 (Cal. Super. Ct. May 17, 2019)	UCL; FAL; CRLA	"Plaintiffs, on behalf of themselves, the Classes, and the general public, requests [sic] * * * [a] public injunction temporarily and permanently enjoining Defendants from continuing the

			unlawful, deceptive, fraudulent, and unfair business practices alleged in this Complaint." Compl. p. 50.
37	*Perez* v. *Nissan Auto. of Mission Hills, Inc.*, No. 19STCV15690 (Cal. Super. Ct. May 06, 2019)	UCL	"Plaintiff asserts these claims under the 'fraudulent,' 'unlawful,' and 'unfair' prongs of the [UCL] as she is a representative of an aggrieved group and as a private attorney general on behalf of the general public. * * * Plaintiff seeks an order of this Court enjoining defendants from continuing to engage in unlawful and unfair business practices, and any other act prohibited by the UCL." Compl. ¶¶ 108, 109, 131.
38	*Macklin* v. *Intuit, Inc.*, No. 19CV347208 (Cal. Super. Ct. May 01, 2019)	FAL	"Plaintiffs seek, on behalf of themselves and the general public, an injunction to prohibit Defendant from continuing to engage in the false, misleading and deceptive

			advertising and marketing practices complained of herein." Compl. ¶ 124.
39	*Dominguez* v. *Nissan North America, Inc.*, No. 19STCV14157 (Cal. Super. Ct. Apr. 23, 2019)	UCL	"Plaintiff is entitled to a public injunction under [the UCL]." Compl. ¶ 159.
40	*Carias* v. *Pointdirect Transp., Inc.*, Docket No. 19STCV14294 (Cal. Super. Ct. Apr. 23, 2019)	UCL	"Plaintiff, on behalf of himself and all others similarly situated and also on behalf of the general public" seeks "[a]n order enjoining Defendants from further unfair and unlawful business practices in violation of [the UCL]." Compl. p. 21.
41	*King* v. *Consumer Portfolio Servs., Inc.*, No. 19STCV12769 (Cal. Super. Ct.	UCL	"Pursuant to Business and Professions Code § 17203, Plaintiff seeks a public injunction restraining defendants from engaging in the above described acts and practices." Compl. ¶ 28.

	Apr. 12, 2019)		
42	*Trevino* v. *Smash-burger IP Holder LLC*, No. 19-cv-02794 (C.D. Cal. Apr. 11, 2019)	FAL	"Plaintiff, on behalf of herself and all other similarly situated consumers, and as appropriate, on behalf of the general public, seek restitution and injunctive relief to prohibit Smashburger from continuing the unfair, unlawful, and fraudulent practices alleged herein, and any other relief deemed proper by the Court." Compl. ¶ 61.
43	*Calderon* v. *Kate Spade & Co., LLC*, No. 19-cv-00674 (S.D. Cal. Apr. 11, 2019)	FAL	"Plaintiff, on behalf of herself and all other similarly situated consumers, and as appropriate, on behalf of the general public, seek restitution and injunctive relief to prohibit Defendant from continuing the unfair, unlawful, and fraudulent practices alleged herein, and any other relief deemed proper by the Court." Compl. ¶ 57.

44	*Gomez* v. *CCAP Auto Lease Ltd.*, No. 19STCV12004 (Cal. Super. Ct. Apr. 08, 2019)	UCL	"Pursuant to Business and Professions Code § 17203, plaintiff seeks a public injunction enjoining defendants from engaging in such acts and practices as hereinabove alleged." Compl. ¶ 30.
45	*Jane Doe No. 1* v. *UBER Techs., Inc.*, No. 19STCV11874 (Cal. Super. Ct. Apr. 05, 2019)	UCL	"[O]n behalf of the members of the general public, Plaintiffs seek injunctive relief, restitution of all unlawfully withheld funds, and the disgorgement of all unlawfully earned profits obtained by Uber Defendants as a result of Uber Defendants' alleged acts and/or omissions as described in this Complaint." Compl. ¶ 121.
46	*Rodriguez* v. *Nissan North America, Inc.*, No. 19STCV11119 (Cal. Super. Ct.	UCL	"Plaintiffs are entitled to a public injunction under Business and Professions Code section 17535." Compl. ¶ 172.

	Apr. 02, 2019)		
47	*Murphy* v. *Twitter, Inc.*, No. CGC19573712 (Cal. Super. Ct. Mar. 28, 2019)	UCL	"Murphy, on behalf of herself, those similarly-situated, and the general public, therefore seeks injunctive relief to remedy Twitter's unlawful conduct, and prevent its repetition." Compl. ¶ 144.
48	*De Jesus* v. *Renew Fin. Corp. II*, No. 19-CECG-00867 (Cal. Super. Ct. Mar. 08, 2019)	UCL	"Pursuant to Business and Professions Code § 17203, Plaintiffs seek a public injunction." Compl. ¶ 15.
49	*Rivas* v. *Nissan North America, Inc.*, No. 19STCV07171 (Cal. Super. Ct. Mar. 01, 2019)	UCL; FAL	"Plaintiff is entitled to a public injunction under Business and Professions Code section 17535." Compl. ¶ 172; see also ¶ 162 (similarly seeking public injunctive relief under the FAL).
50	*Hernandez Jr.* v. *Nissan North America,*	UCL	"Plaintiff is entitled to a public injunction under Business and

	Inc., No. 19STCV05 737 (Cal. Super. Ct. Feb. 15, 2019)		Professions Code section 17535." Compl. ¶¶ 148, 159, 167.
51	*Lucero* v. *Nissan North America, Inc.*, No. 19STCV05 729 (Cal. Super. Ct. Feb. 15, 2019)	CLRA, FAL; UCL	"Plaintiffs are entitled to a public injunction under Business and Professions Code section 17535." Compl. ¶ 166.
52	*Gallegos* v. *Nissan North America, Inc.*, No. 19STCV05 119 (Cal. Super. Ct. Feb. 15, 2019)	UCL	"Plaintiffs are entitled to a public injunction under Business and Professions Code section 17535." Compl. ¶ 176.
53	*Porter* v. *Nissan North America, Inc.*, No. 19STCV05 296 (Cal. Super. Ct.	UCL	"Plaintiffs are entitled to a public injunction under Business and Professions Code section 17535." Compl. ¶ 185.

	Feb. 15, 2019)		
54	*Sandoval* v. *Nissan North America, Inc.*, No. 19STCV04984 (Cal. Super. Ct. Feb. 13, 2019)	UCL	"Plaintiffs are entitled to a public injunction under Business and Professions Code section 17535." Compl. ¶ 163.
55	*Munive* v. *Nissan North America, Inc.*, No. 19STCV04970 (Cal. Super. Ct. Feb. 13, 2019)	UCL	"Plaintiffs are entitled to a public injunction under Business and Professions Code section 17535." Compl. ¶ 194.
56	*Guzman* v. *Nissan North America, Inc.*, No. 19STCV04943 (Cal. Super. Ct. Feb. 13, 2019)	UCL	"Plaintiffs are entitled to a public injunction under Business and Professions Code section 17535." Compl. ¶ 177.
57	*Estrada* v. *Nissan North*	UCL	"Plaintiffs are entitled to a public injunction under Business and

	America, Inc., No. 19STCV04786 (Cal. Super. Ct. Feb. 13, 2019)		Professions Code section 17535." Compl. ¶ 176.
58	*Javitch* v. *Lifestyle Design Int'l, LLC*, No. 19-cv-00470 (N.D. Cal. Jan. 27, 2019)	CLRA	"Consumers who suffer damage due to an unlawful business practice may bring an action to enjoin a corporation's unlawful business practices throughout the state on behalf of the general public. * * * Plaintiff is entitled to injunctive relief under Cal. Civ. Code § 1780(a)." Compl. ¶¶ 46-47.
59	*Javitch* v. *American Stimulus Funding Corp.*, No. 19-cv-00354 (N.D. Cal. Jan. 22, 2019)	CLRA	"Consumers who suffer damage due to a corporation's unlawful business practice may bring an action to enjoin the practice throughout the state on behalf of the general public. * * * Plaintiff is entitled to injunctive relief under Cal. Civ. Code §

			1780(a).” Compl. ¶¶ 36-37.
60	*Rhyner* v. *Stanford Health Care*, No. 19CV341248 (Cal. Super. Ct. Jan. 18, 2019)	UCL	“The Plaintiff for herself and on behalf of the general public, and all others similarly situated, brings an action for monetary damages for failure to pay wages as well as for injunctive relief, declaratory relief and restitution for Defendant’s violations of [the UCL].” Compl. ¶ 1.
61	*Eiess* v. *USAA Fed. Savings Bank*, No. 19-cv-00108 (N.D. Cal. Jan. 8, 2019)	UCL; CLRA	“Plaintiff brings this action on behalf of herself and a class of all similarly situated consumers, and the general public with respect to injunctive relief, against Defendant.” Compl. ¶ 1.
62	*Community Tenants’ Ass’n* v. *Valstock Mgmt. Co.*, No. CGC-18-566208 (Cal. Super. Ct.	UCL	“Plaintiffs pray for relief against Defendants as follows: * * * For public injunctive relief pursuant to Business & Professions Code Section 17203 and under this Court’s equitable power to award such

	Jan. 1, 2019)		relief." Am. Compl. p. 45.
63	*Yeomans* v. *World Fin. Grp. Ins. Agency, Inc.*, No. CGC18572397 (Cal. Super. Ct. Dec. 28, 2018)	UCL	"Plaintiffs also seek injunctive relief and on behalf of the general public, to prohibit Defendants from continuing to engage in the unlawful, deceptive, and unfair business practices complained of herein." Compl. ¶ 163.
64	*Ortega* v. *Watkins and Shepard Trucking, Inc.*, No. 18-cv-02414 (C.D. Cal. Dec. 20, 2018)	UCL	"Plaintiff is entitled to an injunction and other equitable relief against such unlawful practices in order to prevent future damage, for which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits. Plaintiff brings this cause individually and as members of the general public actually harmed and as a representative of all others subject to [Defendants'] unlawful acts and practices." Am. Compl. ¶ 169.

65	*Abdeljabbar* v. *Lyft Inc.*, No. 18-cv-07482 (N.D. Cal. Dec. 12, 2018)	UCL	"Plaintiffs seek a public injunction on behalf of all Lyft drivers in California." Compl. ¶ 82.
66	*Cohen* v. *MY-LIFE.COM, Inc.*, No. 2018-00060911 (Cal. Super. Ct. Dec. 03, 2018)	UCL	"Plaintiff and members of the general public have suffered injury in fact and have lost money as a result of Defendant's unfair competition and are herefore entitled to injunctive relief available under [the UCL]." Compl. ¶ 44.
67	*Sherman* v. *Schneider Nat'l Carriers, Inc.*, No. 18-cv-08609 (C.D. Cal. Nov. 2, 2018)	UCL	"Plaintiff is entitled to an injunction and other equitable relief against such unlawful practices in order to prevent future damages, for which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits. Plaintiff brings this cause individually and as members of the general public actually

			harmed." Am. Compl. ¶ 157.
68	*Moses* v. *Wells Fargo Bank, N.A.*, No. 18-cv-06679 (N.D. Cal. Nov. 2, 2018)	UCL	"Plaintiff, on behalf of herself and all others similarly situated and also on behalf of the general public" seeks "[a]n order enjoining Defendants from further unfair and unlawful business practices." Compl. p. 10.
69	*Chute* v. *Lyft, Inc.*, No. CGC18571063 (Cal. Super. Ct. Nov. 01, 2018)	UCL	"Plaintiff brings this action for a public injunction to halt Lyft's ongoing violations of the California Labor Code." Compl. ¶ 1.
70	*Rubio* v. *Orgain, Inc.*, No. 18-cv-02237 (C.D. Cal. Oct. 19, 2018)	CLRA	"Plaintiffs, on behalf of themselves and all other similarly situated consumers, and as appropriate, on behalf of the general public, seek injunctive relief." Compl. ¶ 49.
71	*Jacinto* v. *Autoland LLC*, No. 2018-00052427 (Cal. Super. Ct.	CLRA; UCL	As a fourth cause of action, Plaintiff seeks "Public Injunctive Relief" for "unlawful, unfair, and fraudulent practice[s]." Compl. ¶¶ 31-37.

	Oct. 16, 2018)		
72	*Espinoza* v. *Big 5 Corp.*, No. RG18924341 (Cal. Super. Ct. Oct. 12, 2018)	UCL	"Pursuant to the UCL, Plaintiff, Class Members, and the general public, are entitled to injunctive relief against Defendants ongoing * * * unlawful business practices." Compl. ¶ 63.
73	*Chadwick* v. *Landmark Pavers Inc.*, No. 30-2018-01023051 (Cal. Super. Ct. Oct. 4, 2018)	UCL	"[O]n behalf of CHADWICK and all Affected Members of the General Public" the Fifth Cause of Action seeks "Restitution and Injunctive Relief (Violation of Business and Professions Code § 17200, *et seq*.)." Compl. p. 7 (emphasis omitted).
74	*Kendig* v. *Exxonmobil Oil Corp.*, No. BC722119 (Cal. Super. Ct. Sept. 18, 2018)	UCL	"Named Plaintiffs, suing on behalf of themselves, the putative class members, and the general public, also seek restitution and injunctive relief under California law for Defendants' unlawful, unfair, and fraudulent business

			practices which have deprived its employees of their rights under California labor laws and regulations." Compl. ¶ 3.
75	*Foster* v. *A-Para Transit Corp.*, Docket No. RG18920985 (Cal. Super. Ct. Sept. 18, 2018)	UCL	In Complaint brought by Plaintiff "on behalf of himself, all others similarly situated, and on behalf of the general public," Plaintiff seeks "[t]hat defendants further be enjoined to cease and desist from unfair competition in violation of [the UCL]." Compl. pp. 1, 34-35.
76	*Mendez de Correa* v. *Mossy Nissan, Inc.,* No. 2018-00046741 (Cal. Super. Ct. Sept. 14, 2018)	CLRA; UCL	Alleging in Fifth Cause of Action seeking "Public Injunctive Relief" that "[t]he Court should enjoin the defendant to ensure compliance with the CLRA, UCL, and ASFA, as well as ent[er] an order requiring defendant to immediately cease the wrongful conduct." Am. Compl. ¶ 49.
77	*Wing* v. *Rockport*	UCL	In Complaint brought by Plaintiff "on behalf

	Adminis-trative Services, LLC, No. BC719077 (Cal. Super. Ct. Aug. 22, 2018)		of herself, all others similarly situated, and on behalf of the general public," Plaintiff seeks "[t]hat Defendant further be enjoined to cease and desist from unfair competition in violation of [the UCL]." Compl. pp. 1, 30-31.
78	*Barbanell* v. *One Med. Grp., Inc.,* No. CGC18566 232 (Cal. Super. Ct. Aug. 02, 2018)	CLRA; FAL; UCL	"Plaintiffs seek actual damages, punitive damages, restitution, and an injunction on behalf of the general public to prevent One Medical from continuing to engage in its illegal practices." Compl. ¶ 14.
79	*Hurst* v. *One Kings Lane LLC*, Docket No. CGC18568 256 (Cal. Super. Ct. July 20, 2018)	CLRA; FAL; UCL	"Plaintiff Elizabeth Hurst brings this action * * * as a private attorney general seeking the imposition of public injunctive relief again Defendants." Compl. ¶ 9.
80	*Lotsoff* v. *Wells Fargo Bank, N.A.*, No.	UCL; CLRA	"On behalf of themselves and the Classes, Plaintiffs seek damages, restitution, and public injunctive

	37-2018-00026392-CU-CO-CTL (Cal. Super. Ct. July 13, 2018)		relief for Defendants' breach of contract and violations of California's consumer protection laws." Am. Compl. ¶ 6.
81	*Miliate* v. *San Diego House of Motorcycle, Inc.*, No. 2018-00035131 (Cal. Super. Ct. July 13, 2018)	CLRA; UCL	"In order to remedy these violations, Plaintiff seeks appropriate relief for himself and the class, including damages, restitution, and injunctive relief, as well as attorneys' fees and costs. In addition, Plaintiff seeks a public injunction." Compl. ¶ 6.
82	*Sutton* v. *Yamaha Motor Fin. Corp., U.S.A.*, No. BC713690 (Cal. Super. Ct. July 11, 2018)	UCL; CLRA	"Plaintiff is seeking to enjoin [Defendant's unlawful acts] on behalf of the general public, pursuant to, among other things, the Unfair Competition law." Compl. ¶ 6.
83	*Espinoza* v. *Sharp Healthcare*, No. 37-2018-	UCL; CLRA	Alleging in complaint brought on behalf of the Plaintiff, all others similarly situated,

	00034031-CU-OE-CTL (Cal. Super. Ct. July 10, 2018)		and "the general public" that "Plaintiff, and all persons similarly situated, and all persons in interest, are further entitled to and do seek a declaration that the above described business practices are unfair, unlawful, and/or fraudulent, and injunctive relief restraining Defendants from engaging in any of the herein described unfair, unlawful, and/or fraudulent business practices at all times in the future." Compl. ¶ 51, p. 1.
84	*Miller* v. *Lazy Dog Restaurants, LLC*, No. 37-2018-00032494-CU-BT-CTL (Cal. Super. Ct. June 29, 2018)	UCL; CLRA	"Accordingly, Plaintiff, on behalf of himself and all others similarly situated, and as appropriate, on behalf of the general public of the state of California, seeks injunctive relief prohibiting Defendants from continuing these wrongful practices." Compl. ¶ 44.

85	*Silverman* v. *Wells Fargo & Co.*, No. 18-cv-03886 (N.D. Cal. June 28, 2018)	UCL	"Plaintiffs specifically request as a remedy under the UCL that this Court issue a public injunction requiring Defendant to immediately cease operation of its current financing programs." Compl. p. 37.
86	*Cruz* v. *Synapse Grp., Inc.*, No. 37-2018-00032240-CU-MC-CTL (Cal. Super. Ct. June 28, 2018)	UCL; CLRA; FAL	Plaintiff seeks "a permanent injunction enjoining defendants from violating the ARL, the CLRA, the FAL, and the UCL in connection with defendants' offers and fulfillment of magazine subscriptions, on behalf of the Class, and also for the benefit of the general public of the State of California." Compl. p. 22.
87	*Mejia Calderon* v. *Tapia Enters., Inc.*, No. BC709635 (Cal. Super. Ct. June 14, 2018)	UCL	"Plaintiff is entitled to an injunction and other equitable relief against such unlawful practices in order to prevent future damage[.] * * * Plaintiff brings this cause individually and as members of the general

			public actually harmed and as a representative of all others subject to [Defendants'] unlawful acts and practices." Compl. ¶ 175.
88	*Kuhns* v. *Matheson Trucking, Inc.*, No. RG18907542 (Cal. Super. Ct. June 5, 2018)	UCL	"Plaintiff is entitled to an injunction and other equitable relief against such unlawful practices in order to prevent future damage[.] * * * Plaintiff brings this cause individually and as members of the general public actually harmed and as a representative of all others subject to [Defendant's] unlawful acts and practices." Compl. ¶ 159.
89	*Davis* v. *Too Fast, Inc.*, No. BC708902 (Cal. Super. Ct. June 4, 2018)	UCL; CLRA	"This abhorrent behavior warrants a public injunction prohibiting [Defendant] from continuing to engage in the practices alleged herein." Compl. ¶ 3.
90	*Hee* v. *DACM Inc.*, No.	UCL; CLRA	"This abhorrent behavior warrants a

	BC708283 (Cal. Super. Ct. May 30, 2018)		public injunction prohibiting [Defendant] from continuing to engage in the practices alleged herein." Compl. ¶ 3.
91	*Rivera* v. *Invitation Homes, Inc.*, No. 18-cv-03158 (N.D. Cal. May 25, 2018)	UCL	"Plaintiff also seeks an injunction. Pursuant to the UCL, Plaintiff, the class, and the general public are entitled to injunctive relief against Defendant's ongoing continuation of such unlawful business practices." Compl. ¶ 44.
92	*Alamina* v. *California Motorcycle Assessories, Inc.*, No. BC707277 (Cal. Super. Ct. May 24, 2018)	UCL; CLRA	"This abhorrent behavior warrants a public injunction prohibiting [Defendant] from continuing to engage in the practices alleged herein." Compl. ¶ 3.
93	*Mejia* v. *DACM Inc.*, No. BC705674 (Cal. Super. Ct.	UCL; CLRA	"This abhorrent behavior warrants a public injunction prohibiting [Defendant] from continuing to engage in the practices

	May 23, 2018)		alleged herein in addition to class relief." Compl. ¶ 4.
94	*Rueda* v. *Idemia Identity & Sec. USA, LLC*, No. RG18905995 (Cal. Super. Ct. May 22, 2018)	UCL	"Therefore, pursuant to Business & Professions Code section 17203, Plaintiff, on behalf of the proposed Class and members of the general public seeks an order of this Court to enjoin Defendants from engaging in the unfair business practices alleged herein." Compl. ¶ 82.
95	*Milosavljevic* v. *Jetsmarter, Inc.*, No. BC706196 (Cal. Super. Ct. May 14, 2018)	UCL; CLRA; FAL	"California's Consumer Legal Remedies Act; the 'Yelp' law, Cal. Civ. Code § 1670.8; the False Advertising Law; and the Unfair Competition Law— [are] the very statutes under which Plaintiff is seeking public injunctive relief in this action." Compl. ¶ 101.
96	*Grant* v. *Seterus, Inc.*, No. BC703834 (Cal. Super. Ct.	UCL	"California *Business & Professions Code § 17200, et seq.*, provides that a Court may order injunctive relief and restitution

	Apr. 25, 2018)		to affected members of the general public to remedy violations. * * * Pursuant to *Business and Professions Code sections 17203 and 17204*, Plaintiff is empowered to act as a private attorney general to enjoin such conduct." Compl. ¶¶ 35, 42.
97	*Miller* v. *Bayview Loan Servicing, LLC*, No. BC703835 (Cal. Super. Ct. Apr. 25, 2018)	UCL	"California *Business & Professions Code § 17200, et seq.*, provides that a Court may order injunctive relief and restitution to affected members of the general public to remedy violations. * * * Pursuant to *Business and Professions Code sections 17203 and 17204*, Plaintiff is empowered to act as a private attorney general to enjoin such conduct" Compl. ¶¶ 35, 42.
98	*Andrews* v. *Townsgate Capital*	UCL; CLRA	"This action is brought to obtain

	Corp., No. BC703125 (Cal. Super. Ct. Apr. 20, 2018)		public injunctive relief, to put an end to violations by defendant Townsgate of the Rees-Levering Automobile Sales Finance Act, the Consumer Credit Reporting Agencies Act, the Consumers Legal Remedies Act, and the Unfair Competition Law." Compl. ¶ 1.
99	*Solares Munoz* v. *Transport Express, Inc.*, No. BC702520 (Cal. Super. Ct. Apr. 18, 2018)	UCL	"Plaintiff, on behalf of himself and all others similarly situated and also on behalf of the general public" seeks "[a]n order enjoining Defendants from further unfair and unlawful business practices in violation of [the UCL]." Compl. p. 16.
100	*Villegas* v. *Walgreen Co.*, No. BC702278 (Cal. Super. Ct. Apr. 16, 2018)	UCL	"Plaintiff, on behalf of herself and all others similarly situated and also on behalf of the general public" seeks "[a]n order enjoining Defendants from further unfair and unlawful business practices in violation of

			[the UCL].” Compl. pp. 14-15.
101	*Baker* v. *Nestle S.A.*, No. 18-cv-03097 (C.D. Cal. Apr. 12, 2018)	UCL; FAL; CLRA	“Plaintiff seeks injunctive relief under the CLRA to prohibit the unlawful acts alleged herein, which threaten ongoing and future injury to the general public.” Compl. ¶ 80; see also *id.* ¶ 59 (similarly seeking public injunctive relief under the FAL and UCL).
102	*De Jong* v. *Renaissance Arts Academy*, No. BC700534 (Cal. Super. Ct. Apr. 2, 2018)	UCL	“Pursuant to Business and Professions Code § 17203, Plaintiff seeks injunctive relief on behalf of the general public to remedy RAA’s ongoing failure to comply with the HSA and its charter agreement.” Compl. ¶ 7.
103	*Posada* v. *Progressive Transp. Servs., LLC*, No. BC697554 (Cal. Super. Ct.	UCL	“Plaintiff, on behalf of himself and all others similarly situated and also on behalf of the general public” seeks “[a]n order enjoining Defendants from further unfair and un-

	Mar. 9, 2018)		lawful business practices in violation of [the UCL].” Compl. pp. 16.
104	*Heredia* v. *Sunrise Senior Living, LLC*, No. 18-cv-00616 (N.D. Cal. Feb. 23, 2018)	UCL; CLRA	“Plaintiff prays for judgment * * * [f]or a public injunction requiring that Defendant immediately cease acts that constitute unlawful, unfair and fraudulent business practices, false advertising and violations of the Consumer Legal Remedies Act, Business and Professions Code section 17200 *et seq.*, and the Elder Financial Abuse statute as alleged herein, and to enjoin Defendant from continuing to engage in any such acts or practices in the future.” Am. Compl. p. 32.
105	*STM Atlantic N.V.* v. *Dong Yin Dev. (Holdings) Ltd.*, No. 18-cv-	UCL	“As a further result, Plaintiffs are entitled to an injunction enjoining Defendants from engaging in such further unlawful, unfair and fraudulent

	01269 (C.D. Cal. Feb. 15, 2018)		business acts and practices, which injunction will benefit both Plaintiffs and the general public." Compl. ¶ 334.
106	*Lopez* v. *Citibank, N.A.*, No. 18-cv-00291 (E.D. Cal. Feb. 7, 2018)	UCL	"Plaintiff seeks an injunction on behalf of the general public to prevent CITIBANK from continuing to engage in its illegal and deceptive practices." Compl. ¶ 10.
107	*Palma* v. *Golden State FC, LLC*, No. 18-cv-00121 (E.D. Cal. Feb. 7, 2018)	UCL	"Plaintiff, on behalf of himself and all others similarly situated and on behalf of the general public" seeks "[a]n order enjoining Defendants from further unfair and unlawful business practices in violation of [the UCL]." Am. Compl. p. 12.
108	*Dominguez* v. *United Parcel Serv., Co.*, No. 18-cv-01162 (C.D. Cal. Feb. 01, 2018)	UCL	"Plaintiff for himself and on behalf of the general public" seeks "injunctive relief under Business & Professions Code § 17200, *et seq*." Am. Compl. ¶ 1.

109	*Lopez* v. *BBVA Compass Bank, N.A.*, No. 18-cv-00031 (E.D. Cal. Jan. 6, 2018)	UCL; CLRA	"Plaintiffs seek an injunction on behalf of the general public to prevent BBVA BANK from continuing to engage in its illegal and deceptive practices." Compl. ¶ 16.
110	*DeJarld* v. *Los Angeles Fed. Credit Union*, No. BC689080 (Cal. Super. Ct. Jan. 4, 2018)	UCL	"In her capacity as a private attorney general, plaintiff seeks a public injunction ending defendants' unlawful business practices, once and for all." Compl. ¶ 1.
111	*Mitchell* v. *CoreLogic, Inc.*, No. 17-cv-02274 (C.D. Cal. Dec. 29, 2017)	UCL	Plaintiff "individually, on behalf of others similarly situated, and on behalf of the general public" seeks to "enjoin Defendant to cease and desist from unlawful activities in violation of [the UCL]." Compl. p. 15.
112	*Johnson* v. *JP Morgan Chase Bank,*	UCL; CLRA	"Plaintiff and the members of the Class demand a jury trial

	N.A., No. 17-cv-02477 (C.D. Cal. Dec. 12, 2017)		on all claims so triable and judgment against Defendant as follows: * * * Issuing public injunctive relief, including to ensure compliance with the CLRA and UCL" Compl. p. 14.
113	*Belton* v. *Satellite Affordable Housing Assocs.*, No. RG17885127 (Cal. Super. Ct. Dec. 7, 2017)	UCL	In a Complaint brought "on behalf of the general public" (Compl. p. 1), Plaintiff seeks "[t]hat Defendant further be enjoined to cease and desist from unfair competition in violation of [the UCL]" Compl. p. 32.
114	*Brown* v. *Clean Harbors Indus. Servs. Inc.*, No. RG17884810 (Cal. Super. Ct. Dec. 5, 2017)	UCL	"Named Plaintiffs, suing on behalf of themselves, the putative class members, and the general public, also seek restitution and injunctive relief under California law for Defendants' unlawful, unfair, and fraudulent business practices which have deprived their employees of their rights under California labor

			laws and regulations, in order to reduce its payroll costs and increase profits, in violation of applicable laws." Compl. ¶ 3.
115	*Cassel* v. *Google LLC*, No. 17CV319202 (Cal. Super. Ct. Nov. 15, 2017)	UCL	"Cassel brings this lawsuit on behalf of himself, the state of California, and all of Google's aggrieved employees subject to its unlawful practices. He also seeks a public injunction against Google in accordance with California Business & Professions Code § 17200 *et seq*." Compl. ¶ 6.
116	*Santos* v. *Parkridge Private Sch., Inc.*, No. BC683528 (Cal. Super. Ct. Nov. 13, 2017)	UCL; FAL; CLRA	In Complaint brought "on behalf of the General Public" (Compl. ¶ 1), Plaintiff seeks "injunctive relief prohibiting the challenged wrongful practices and enjoining such practices in the future." Compl. ¶ 51(q).
117	*Viguers* v. *California Physicians' Serv.*, No. BC682172	UCL	"On behalf of themselves and on behalf of the general public, Plaintiffs request de-

	(Cal. Super. Ct. Nov. 7, 2017)		claratory and injunctive relief as remedies to correct Blue Shield's practice of categorically denying all requests for microprocessor-controlled foot prostheses." Compl. ¶ 38.
118	*Kitenge* v. *Whole Foods Market Cal., Inc.*, No. CGC-17-562250 (Cal. Super. Ct. Nov. 1, 2017)	UCL	"Plaintiff is entitled to an injunction and other equitable relief against such unlawful practices in order to prevent future damage[.] * * * Plaintiff brings this case individually and as members of the general public actually harmed [sic] and as a representative of all others subject to [Defendant's] unlawful acts and practices." Compl. ¶ 138.
119	*Reynolds* v. *Santander Consumer USA Inc.*, No. BC682021 (Cal. Super. Ct.	UCL	"Plaintiff files this cause of action individually, and on behalf of the general public, to challenge and to remedy Cross-Defendants' business practices. * * * The UCL provides that a

	Nov. 1, 2017)		court may order injunctive relief and restitution to affected individuals as remedies for any violations of the UCL." Compl. ¶ 55.
120	*Kang* v. *Wells Fargo Bank, N.A.*, No. 17-cv-06220 (N.D. Cal. Oct. 27, 2017)	UCL	"Plaintiffs, on behalf of themselves and all others similarly situated and also on behalf of the general public" seeks "[a]n order enjoining Defendant from further unfair and unlawful business practices in violation of the UCL." Compl. p. 16.
121	*Wallace* v. *Wells Fargo & Co.*, No. 17CV317775 (Cal. Super. Ct. Oct. 19, 2017)	UCL; CLRA	"Plaintiff seeks an injunction on behalf of the general public to prevent Wells Fargo from continuing to engage in its illegal and deceptive practices." Compl. ¶ 2.
122	*Harrold* v. *MUFG Union Bank, N.A.*, No. BC680214 (Cal. Super. Ct.	UCL; CLRA	"On behalf of herself and the putative class, Plaintiff seeks an injunction on behalf of the general public to prevent Un-

	Oct. 19, 2017)		ion Bank from continuing to engage in its illegal and deceptive practices." Compl. ¶ 6.
123	*Odahl* v. *Primeritus Fin. Servs., Inc.*, No. BC679797 (Cal. Super. Ct. Oct. 16, 2017)	UCL	"Accordingly, plaintiff brings this case as a class action to obtain restitution and disgorgement of Primeritus's unlawful gains, and also seeks a public injunction to put a permanent end to these violations of the law." Compl. ¶ 5.
124	S*an Luis Imaging Med. Grp., Inc.* v. *Blue Cross of Cal.*, No. BC679451 (Cal. Super. Ct. Oct. 12, 2017)	UCL	"On behalf of itself and on behalf of the general public, Plaintiff requests restitution, interest, and injunctive relief as remedies to correct Anthem's failure to comply with AB 72." Compl. ¶ 33.
125	*Lollock* v. *Oakmont Senior Living, LLC*, No. RG17875110 (Cal. Super. Ct.	UCL; CLRA	Plaintiff seeks "a public injunction requiring that Defendant immediately cease acts that constitute unlawful, unfair and fraudulent business practices, and violations of the Consumer

	Sept. 13, 2017)		Legal Remedies Act, Business and Professions Code section 17200 *et seq.*, and the Elder Financial Abuse statute as alleged herein, and to enjoin Defendant from continuing to engage in any such acts or practices in the future." Compl. p. 41.
126	*Underwood* v. *Future Income Payments, LLC*, No. 17-cv-01570 (C.D. Cal. Sept. 11, 2017)	UCL; CLRA	"Plaintiff and the general public are entitled to injunctive relief, restitution, and other equitable relief." Compl. ¶ 89.
127	*Pursell* v. *727 West Seventh, LLC*, No. BC675509 (Cal. Super. Ct. Sept. 11, 2017)	UCL	"Plaintiffs, on behalf of themselves and all others similarly situated and also on behalf of the general public" seek "[a]n order enjoining Defendants from further unfair and unlawful business practices in violation of [the UCL]." Compl. pp. 16-17.

128	*Gutierrez* v. *Evans Dedicated Systems, Inc.*, No. 17-cv-01459 (C.D. Cal. Aug. 23, 2017)	UCL	Plaintiffs "bring this suit for injunctive relief, restitution, disgorgement, and other appropriate equitable relief on behalf of all similarly-situated employees and on behalf of the general public." Compl. ¶ 138.
129	*Dickinson* v. *24 Hour Fitness USA, Inc.*, No. 17-cv-04877 (N.D. Cal. Aug. 23, 2017)	UCL; FAL; CLRA	"Plaintiff, on behalf of themselves [sic] and all other similarly situated consumers, and as appropriate, on behalf of the general public, seek restitution and injunctive relief" Compl. ¶¶ 56, 67, 75, 81.
130	*Cunningham* v. *Burns National, LLC*, No. BC671846 (Cal. Super. Ct. Aug. 14, 2017)	UCL	"Plaintiff thus brings this case as a class action to recover damages and restitution on behalf of all affected consumers, and in his capacity as a private attorney general, to obtain a public injunction." Compl. ¶ 3.
131	*Nesbit* v. *Procel Temporary*	UCL	"The Plaintiff for herself and on behalf of the general public,

	Servs., Inc., No. BC670585 (Cal. Super. Ct. July 31, 2017)		and all others similarly situated, brings an action for monetary damages for failure to pay wages as well as for injunctive relief, declaratory relief and restitution for Defendant's violations of [the UCL]." Compl. ¶ 1.
132	*Castro* v. *Osterkamp Trucking, Inc.*, No. BC669582 (Cal. Super. Ct. July 21, 2017)	UCL	"Plaintiff, on behalf of himself and all others similarly situated and also on behalf of the general public" seeks "[a]n order enjoining Defendants from further unfair and unlawful business practices in violation of [the UCL]." Compl. pp. 17-18.
133	*Bishop* v. *Foot Locker Retail, Inc.*, No. 37-2017-00026586-CU-OE-CTL (Cal. Super. Ct. July 20, 2017)	UCL	"Pursuant to the UCL, Plaintiff, Class Members, and the general public, are entitled to injunctive relief against Defendant's ongoing continuation of such unlawful business practices." Compl. ¶ 60.

134	*Kao* v. *LG Elecs.*, No. 17-cv-01181 (C.D. Cal. July 12, 2017)	UCL; FAL; CLRA	"Plaintiff, individually and on behalf of all similarly situated California Class members, and the general public seek injunctive relief for Defendant's violation of the California Consumer Legal Remedies Act, California Civil Code §§1750, *et seq*." Compl. ¶ 30; see also *id*. ¶¶ 93, 99 (similarly requesting public injunctive relief under the FAL and UCL).
135	*Abu-Hajar* v. *AutoNation, Inc.*, No. 17-cv-03505 (C.D. Cal. June 21, 2017)	UCL	"Plaintiff, on behalf of themselves [sic] and all others similarly situated and also on behalf of the general public" seek "[a]n order enjoining Defendants from further unfair and unlawful business practices in violation of [the UCL]." Am. Compl. pp. 12-13.
136	*Myers* v. *Intuit, Inc.*, No. 17-cv-01228	UCL	"Pursuant to the UCL, Plaintiff and the general public are entitled to injunctive

	(S.D. Cal. June 16, 2017)		relief against Defendant's ongoing continuation of such business practices." Compl. ¶ 64.
137	*Mosquera* v. *Pac Anchor Transp., Inc.*, No. BC664927 (Cal. Super. Ct. June 14, 2017)	UCL	"Plaintiffs, on behalf of himself [sic] and all others similarly situated and also on behalf of the general public" seeks "[a]n order enjoining Defendants from further unfair and unlawful business practices in violation of [the UCL]." Compl. pp. 23-24.
138	*Laufer* v. *Eat Club Inc.*, No. 17CV310764 (Cal. Super. Ct. May 22, 2017)	UCL	In Complaint brought "on behalf of the general public," Plaintiff alleges that "[i]njunctive relief is necessary and appropriate to prevent Defendants from repeating the wrongful business practices alleged herein." Compl. ¶ 47, p.1.
139	*Blair* v. *Rent-A-Center, Inc.*, No. 17-cv-	UCL; CLRA	"This action seeks a public injunction and other equitable relief, including restitution, invalidation of rental-

	02335 (N.D. Cal. May 19, 2017)		purchase agreements, an accounting, and a declaratory judgment that Defendants' conduct violated California law, as well as compensatory and punitive damages." Am. Compl. ¶ 1.
140	*Garcia* v. *Haralambos Beverage Co.*, No. BCV-16-102323 (Cal. Super. Ct. May 16, 2017)	UCL	"Plaintiff is entitled to an injunction and other equitable relief against such unlawful practices in order to prevent future damage [.] * * * Plaintiff brings this cause individually and as members of the general public actually harmed and as a representative of all others subject to [Defendants'] unlawful acts and practices." Compl. ¶ 227.
141	*Silva* v. *United Auto Delivery and Recovery, Inc.*, No. BC661111 (Cal. Super. Ct.	UCL; CLRA	Plaintiff thus brings this case as a class action to recover damages, and in his capacity as a private attorney general, to obtain a public injunction." Compl. ¶ 3.

	May 15, 2017)		
142	*Pollar* v. *Cort Business Servs. Corp.*, No. RG17859665 (Cal. Super. Ct. May 9, 2017)	UCL	"Plaintiff is entitled to an injunction and other equitable relief against such unlawful practices in order to prevent future damage[.]: * * * Plaintiff brings this cause individually and as members of the general public actually harmed and as a representative of all others subject to [Defendants'] unlawful acts and practices." Compl. ¶ 196.
143	*Hartigan* v. *Toyota Motor Credit Corp.*, No. BC660291 (Cal. Super. Ct. May 5, 2017)	UCL	"Plaintiff files this cause of action as a private attorney general to seek a public injunction against the defendants, whose unlawful business practices are continuing to harm thousands of people." Compl. ¶ 32.
144	*Ream Holdings, LLC* v. *3R Int'l Grp., Inc.*, No.	UCL	"Plaintiff brings this cause of action on behalf of itself and the general public, seek-

	17-cv-00825 (C.D. Cal. Apr. 27, 2017)		ing restitution and injunctive relief." Compl. ¶ 132.