

No. 24-365

In The
Supreme Court of the United States

COMCAST CABLE COMMUNICATIONS, LLC,

Petitioner,

v.

CHARLES RAMSEY.

*ON PETITION FOR A WRIT OF CERTIORARI
TO THE CALIFORNIA COURT OF APPEAL,
SIXTH APPELLATE DISTRICT*

SUPPLEMENTAL BRIEF FOR PETITIONER

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SUPPLEMENTAL BRIEF FOR PETITIONER

Pursuant to Court Rule 15.8, petitioner submits this supplemental brief to inform the Court that on December 31, 2024, the California Supreme Court denied review of the California Court of Appeal's decision in *Kramer v. Coinbase*, 326 Cal. Rptr. 3d 217 (Ct. App. 2024). *See Supreme Court of California, Results from the petition conference of 12/31/2024 at 5.*¹

In *Coinbase*, the California Court of Appeal adopted the reasoning of *Mejia v. DACM Inc.*, 268 Cal. Rptr. 3d 642 (Ct. App. 2020), *Maldonado v. Fast Auto Loans, Inc.*, 275 Cal. Rptr. 3d 82 (Ct. App. 2021), and the decision below. *See* 326 Cal. Rptr. at 222. Under those decisions, none of which the California Supreme Court has disturbed, the anti-waiver rule set forth in *McGill v. Citibank, N.A.*, 393 P.3d 85 (Cal. 2017), applies to virtually any request to enjoin an allegedly unlawful business practice. *See* Pet. 2-3, 9-10, 26. And under those decisions, the Federal Arbitration Act (FAA) does not preclude that broad application of *McGill*. *See* Pet. 23-24; *Coinbase*, 326 Cal. Rptr. at 228 n.8. By contrast, the Ninth Circuit has held that the FAA preempts it. *See Hodes v. Comcast Cable Commc'n, LLC*, 21 F.4th 535, 547 (9th Cir. 2021).

The California Supreme Court's denial of review in *Coinbase* thus reinforces two key points. *First*, the broad application of *McGill* is settled as a practical matter in the California courts, eliminating any state-

¹ <https://supreme.courts.ca.gov/sites/default/files/supremecourt/default/documents/cr123124.pdf>.

law uncertainty that might have militated against review in years past. *See* Pet. 1, 27-29. *Second*, the status quo—under which arbitration agreements are subject to conflicting treatment under the FAA between federal and state court—will continue without this Court’s intervention. *See* Pet. 29.

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The petition for a writ of certiorari should be granted.

Respectfully submitted.

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January 7, 2025