No. 24-1215

In the Supreme Court of the United States

MINISO DEPOT CA, INC.,
USA MINISO DEPOT, INC., AND
LIN LI,

Petitioners,

v.

YONGTONG "JADE" LIU,

Respondent.

On Petition for a Writ of Certiorari to the California Court of Appeal

BRIEF IN OPPOSITION

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QUESTION PRESENTED

The Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021, 9 U.S.C. § 402(a), provides:

> Notwithstanding any other provision of this title, at the election of the person alleging conduct constituting a sexual harassment dispute or sexual assault dispute, … no predispute arbitration agreement … shall be valid or enforceable *with respect to a case* which is filed under Federal, Tribal, or State law and relates to the sexual assault dispute or the sexual harassment dispute (emphasis added).

The question presented is whether the statutory phrase "with respect to a case" means "with respect to a case" (as is the consensus among the lower courts), or whether it means "with respect to a claim within a case" (as petitioners contend).

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STATEMENT

In the decision below, the California Court of Appeal joined the consensus among the courts that have addressed the question presented—all of which are federal district courts or state intermediate appellate courts. These courts have straightforwardly interpreted the plain language of the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021 (EFAA), 9 U.S.C. § 402(a), to render an arbitration agreement unenforceable with respect to a *case* that relates to a sexual harassment dispute, not merely with respect to individual claims within the case. The Court should deny certiorari.

1. Soon after respondent Jade Liu earned her undergraduate degree from UCLA, she took a job in the Los Angeles area as a human resources administrator with petitioner Miniso, a large Chinese retail company with thousands of stores all over the world. Pet. App. 3a.

For the next two years, Liu suffered repeated sexual harassment and discrimination inflicted by petitioner Lin Li and others at Miniso. *Id.* at 4a-5a. (These facts are alleged in Liu's complaint. At this stage, they must be accepted as true.) Liu is a lesbian who dresses in a unisex style. *Id.* at 4a. Li and his colleagues repeatedly made degrading and humiliating comments about Liu's physical appearance. *Id.* At one company meeting, for example, Li said that Liu was so sexually unattractive that if the company's products looked like Liu, no one would buy them. *Id.* At another meeting, Li held up a toy sold by Miniso and said it was a good thing that the toy was more attractive than Liu so it would sell well.

Id. This remark caused the whole room to explode in laughter, while Liu, mortified, hid her tears in the restroom.

At other meetings, Li compared Liu's body to that of Miniso's attorney, another female employee, while pointing to the breasts and buttocks of both and making crass hand gestures. *Id.* On another occasion, Li remarked that Liu was "too skinny" and needed to eat more so she would have more curves. *Id.* Male executives repeatedly made crass comments about female body parts and compared the bodies of female employees with the toys sold by Miniso. *Id.* Male managers often mocked female employees as "little girls." *Id.* Female employees were paid less than comparable male employees. *Id.* at 5a.

Li and his colleagues also repeatedly harassed Liu about her sexual orientation and gender identity. *Id.* at 4a-5a. Li and other executives would refer to homosexuals as "creepy." *Id.* In Liu's presence, Li and his colleagues made abusive comments like "a man should do what a man should do, and a woman should do what a woman should do." *Id.* at 5a. On one occasion, while discussing a Miniso product decorated with a rainbow, Li stared intently at Liu and commented, "who would want to buy that." *Id.* Miniso executives would refer pointedly to Liu as "Brother Jade." *Id.*

Miniso executives also asked Liu to participate in illegal practices in her capacity as a human resources administrator. *Id.* They directed her to hire only young Koreans as employees. *Id.* They told her to falsify the immigration status of Chinese executives who were ineligible to work in the United States. *Id.* When Liu complained, the harassment

only grew worse, and Miniso retaliated against Liu. *Id.* Miniso denied Liu the bonuses and salary increases that other employees received. Miniso also misclassified Liu as an employee exempt from wage and hour requirements, which forced her to work longer hours at lower pay. *Id.* at 4a.

As a result of these working conditions, Liu began to develop migraines. *Id.* She began to suffer anxiety and depression. *Id.* at 5a. Finally, she resigned and filed this lawsuit. *Id.* at 6a.

Liu's complaint includes fifteen counts, all under California law. They include one count of sexual harassment, one count of sexual orientation harassment, one count of sex discrimination, one count of sexual orientation discrimination, two counts under California's whistleblower statute for Miniso's retaliation against her for complaining about the harassment and discrimination, one count of unlawful constructive termination caused by the harassment and discrimination, one count of intentional infliction of emotional distress caused by the harassment and discrimination, and seven counts of state Labor Code violations caused by Miniso's retaliation against her for complaining about the harassment and discrimination. *Id.*

The California Superior Court denied Miniso's motion to compel arbitration. *Id.* at 26a-33a. The court found that the arbitration agreement is unenforceable under the EFAA, which permits a plaintiff to void an arbitration agreement "with respect to a case which is filed under … State law and relates to … the sexual harassment dispute." *Id.* at 30a (quoting 9 U.S.C. § 402(a)). The court determined that "the Complaint adequately states a claim for sexual

harassment." *Id.* at 31a. The court held that "the EFAA precludes arbitration of all the other claims of the Complaint as well." *Id.* at 32a.

2. The California Court of Appeal affirmed. *Id.* at 1a-25a.

The Court of Appeal relied on the plain language of the EFAA, which provides that an arbitration agreement is unenforceable "*with respect to a case*" that relates to sexual harassment. *Id.* at 15a (italics in original). The court noted that "the key word in section 402(a) is 'case,'" which means "an action or suit." *Id.* Because Congress used the word "case," the court explained, "if a plaintiff's action 'relates to … the sexual harassment dispute,' then, at the plaintiff's election, the arbitration agreement is not valid or enforceable 'with respect to' the entire case/action." *Id.* at 16a.

The court rejected Miniso's contrary interpretation of the statute, under which an arbitration agreement would be unenforceable only as to the claims of sexual harassment, leaving the remaining claims for arbitration. *Id.* "If Congress had intended the result Miniso seeks," the court observed, "it would have used the word 'claim' instead of 'case' (saying something like no arbitration agreement 'shall be valid or enforceable with respect to a ~~case~~ *claim* which is filed under Federal, Tribal, or State law and relates to the … sexual harassment dispute')." *Id.* "Thus, under the EFAA," the Court of Appeal concluded, "Liu may not be compelled to arbitrate any of her claims because the 'case' she filed under state law (her superior court lawsuit) 'relates to … the sexual harassment dispute' in that her

complaint contains claims premised on conduct that is alleged to constitute harassment under state law." *Id.* at 17a.

The Court of Appeal acknowledged that a court should not follow the plain language of a statute if that would yield an absurd result. *Id.* at 14a. But it determined that "[o]ur interpretation of section 402(a)'s plain language does not yield an absurd result." *Id.* at 18a. Rather, reading the statute literally "avoids the potential for inefficiency in having separate proceedings in court and an arbitration forum." *Id.* at 18a-19a. "In addition, having a clear-cut rule that can easily be applied allows courts to avoid making the sometimes-difficult determination, particularly at the pleading stage, whether a given claim sufficiently overlaps with allegations of sexual harassment." *Id.* at 19a.

The Court of Appeal noted that its holding "accords with the only appellate decision published to date on this issue," a decision of another panel of the state Court of Appeal issued just the previous week. *Id.* (citing *Doe v. Second Street Corp.*, 105 Cal. App. 5th 552 (2024)). The Court of Appeal observed that several federal district courts had also reached the same holding, also relying on the plain language of the statute. *Id.* at 19a-20a (citing *Johnson v. Everyrealm, Inc.*, 657 F. Supp. 3d 535 (S.D.N.Y. 2023); *Turner v. Tesla, Inc.*, 686 F. Supp. 3d 917 (N.D. Cal. 2023); and *Delo v. Paul Taylor Dance Foundation, Inc.*, 685 F. Supp. 3d 173 (S.D.N.Y. 2023)).

The Court of Appeal recognized that "[o]ne federal magistrate judge has published a contrary decision." *Id.* at 20a (citing *Mera v. SA Hospitality Group, LLC*, 675 F. Supp. 3d 442 (S.D.N.Y. 2023)). But the Court

of Appeal found *Mera* "unpersuasive based on the plain language of section 402(a))." *Id.* at 21a. The court added that "[t]he *Mera* case is also factually distinguishable to the extent the plaintiff there sought to assert claims on behalf of a class or otherwise sought relief on behalf of others. In this case Liu asserts only claims on her own behalf." *Id.* at 22a n.8.

Finally, the Court of Appeal rejected Miniso's reliance on two cases decided long before the enactment of the EFAA, *Dean Witter Reynolds, Inc. v. Byrd*, 470 U.S. 213 (1985), and *KPMG LLP v. Cocchi*, 565 U.S. 18 (2011). Pet. App. 23a. The Court of Appeal explained that "[t]hose cases stand for the proposition that under the FAA 'if a dispute presents multiple claims, some arbitrable and some not, the former must be sent to arbitration even if this will lead to piecemeal litigation.'" *Id.* (quoting *KPMG*, 565 U.S. at 19, and *Dean Witter*, 470 U.S. at 213). But the Court of Appeal noted that "this proposition is inapplicable here because, under the plain language of section 402(a), when a plaintiff 'alleg[es] conduct constituting a sexual harassment dispute' then the plaintiff can opt their entire 'case' out of arbitration. In other words, when the EFAA applies there are no arbitrable claims left." *Id.*

The California Supreme Court denied Miniso's petition for review. *Id.* at 34a.

REASONS FOR DENYING THE PETITION

The certiorari petition should be denied. The lower courts are not in conflict. The decision below is correct. And this case would be a terrible vehicle for

addressing the question that petitioners claim is presented.

I. The lower courts are not divided.

Petitioners err in claiming that the lower courts are divided.

To begin with, this issue has not yet been addressed by any federal courts of appeals or state supreme courts. The few appellate decisions on the issue are by state intermediate appellate courts, like the one below. Otherwise, the issue has only been decided by trial courts. The EFAA was just enacted three years ago. It only applies to harassment committed after the statute's date of enactment, which was March 3, 2022. Pub. L. No. 117-90, § 3, 136 Stat. 28. There hasn't been time yet for any federal court of appeals or state supreme court to address the question presented. Even if there were a conflict among the trial courts and state intermediate appellate courts that have addressed the issue, it would not be a conflict requiring this Court's attention, because it could be resolved by the lower courts.

But there is not even a conflict among the trial courts and state intermediate appellate courts. With one distinguishable exception (which we will discuss shortly), every court that has addressed the issue has agreed with the court below that the EFAA renders an arbitration agreement unenforceable with respect to the entire case, not merely with respect to the claims of sexual harassment and sexual assault. These courts are:

- The California Court of Appeal: *Doe v. Second Street Corp.*, 105 Cal. App. 5th 552, 577 (2024) ("By its plain language, then, the statute ap-

plies to the entire *case*, not merely to the sexual assault or sexual harassment claims alleged as a part of the case.").

- The Tennessee Court of Appeals: *Ruiz v. Butts Foods, L.P.*, 2025 WL 1099966, *12 (Tenn. Ct. App. 2025) ("[W]here a claim in a case alleges 'conduct constituting a sexual harassment dispute' as defined, the EFAA, at the election of the party making such an allegation, makes pre-dispute arbitration agreements unenforceable with respect to the entire case relating to that dispute.") (citation and internal quotation marks omitted).
- The Central District of California: *Gill v. US Data Mgmt., LLC*, 2024 WL 5402494, *2 (C.D. Cal. 2024) ("Had Congress intended sexual harassment claims to be severed and litigated in court separately from the otherwise arbitrable cases in which they arise, it would not have used the word 'case.'").
- The Northern District of California: *Ding v. Structure Therapeutics, Inc.*, 755 F. Supp. 3d 1200, 1219 (N.D. Cal. 2024) ("[T]he text of § 402(a) makes clear that its invalidation of an arbitration agreement extends to the entirety of the case relating to the sexual harassment dispute, not merely the discrete claims in that case that themselves either allege such harassment or relate to a sexual harassment dispute.") (citation and internal quotation marks omitted); *Turner v. Tesla, Inc.*, 686 F. Supp. 3d 917, 925 (N.D. Cal. 2023) ("[T]he arbitration agreement is unenforceable with respect to Turner's entire case because

the core of her case alleges 'conduct constituting a sexual harassment dispute' as defined by the EFAA.").

- The Southern District of California: *Molchanoff v. SOLV Energy, LLC*, 2024 WL 899384, *5 (S.D. Cal. 2024) ("[B]ecause Plaintiff's 2022 retaliation claim alleges conduct constituting a sexual harassment dispute—as defined by 9 U.S.C. 401(4)—, and because the case as a whole relates to that dispute, the EFAA bars enforcement of the arbitration agreement between Plaintiff and PeopleReady as to all claims in this case.").
- The District of Connecticut: *Clay v. FGO Logistics, Inc.*, 751 F. Supp. 3d 3, 20 (D. Conn. 2024) ("When a covered 'dispute' or 'claim' arises or accrues after March 3, 2022, therefore, any arbitration agreement that would otherwise govern that dispute or claim may be invalidated with respect to all claims in the case by the person alleging the covered dispute or claim.").
- The District of Maryland: *Bray v. Rhythm Mgmt. Grp., LLC*, 2024 WL 4278989, *8 (D. Md. 2024) ("[T]he EFAA applies to an entire case, not just a sexual harassment claim within a case.").
- The Eastern District of Michigan: *Williams v. Mastronardi Produce, Ltd.*, 2024 WL 3908718, *6 (E.D. Mich. 2024) ("[T]he EFAA precludes arbitration of the whole case, so long as the complaint includes a plausible sexual harassment/assault claim.").

- The Southern District of New York: *Puris v. TikTok, Inc.*, 2025 WL 343905, *6 (S.D.N.Y. 2025) ("[T]he EFAA excludes the entire case—not only certain claims—from mandatory arbitration, so long as it 'relates to' the sexual harassment claim."); *Diaz-Roa v. Hermes Law, P.C.*, 757 F. Supp. 3d 498, 532 (S.D.N.Y. 2024) ("[I]f the EFAA is properly invoked and applies, the pre-arbitration agreement is invalid and unenforceable with respect to the entire case."); *Newton v. LVMH Moet Hennessy Louis Vuitton Inc.*, 746 F. Supp. 3d 135, 150 (S.D.N.Y. 2024) ("[T]he EFAA's provision that a litigant may elect to invalidate an arbitration agreement for any 'case' requires courts to render such agreements unenforceable for an *entire case*."); *Zeng v. Ellenoff Grossman & Schole LLP*, 2024 WL 4250387, *3 (S.D.N.Y. 2024) ("[T]he text of § 402(a) makes clear that its invalidation of an arbitration agreement extends to the entirety of the case relating to the sexual harassment dispute, not merely the discrete claims in that case that themselves either allege such harassment or relate to a sexual harassment dispute.") (citation and internal quotation marks omitted); *Delo v. Paul Taylor Dance Found., Inc.*, 685 F. Supp. 3d 173, 180 (S.D.N.Y. 2023) ("[W]here a dispute presents multiple claims—some related to sexual harassment, others not—the EFAA blocks arbitration of the entire case, not just the sexual harassment claims."); *Johnson v. Everyrealm, Inc.*, 657 F. Supp. 3d 535, 561 (S.D.N.Y. 2023) ("[T]he Court holds that, where a claim

in a case alleges 'conduct constituting a sexual harassment dispute' as defined, the EFAA, at the election of the party making such an allegation, makes pre-dispute arbitration agreements unenforceable with respect to the entire case relating to that dispute.").

- The Middle District of Tennessee: *Bruce v. Adams & Reese, LLP*, 2025 WL 611071, *14 (M.D. Tenn. 2025) ("[B]ecause the plaintiff states a colorable sexual harassment claim, the Arbitration Agreement is unenforceable as to the entire case.").
- The Northern District of Texas: *Watson v. Blaze Media LLC*, 2023 WL 5004144, *2 (N.D. Tex. 2023) ("If a plaintiff alleges a sexual harassment dispute, a predispute arbitration agreement is unenforceable as to the entirety of the case relating to the sexual harassment dispute, not merely the discrete claims in that case that themselves either allege such harassment or relate to a sexual harassment dispute.") (citation and internal quotation marks omitted).

The lone exception to this consensus is *Mera v. SA Hospitality Grp., LLC*, 675 F. Supp. 3d 442 (S.D.N.Y. 2023). In *Mera*, the plaintiff alleged that he had been sexually harassed, a claim that was non-arbitrable under the EFAA. *Id.* at 446-447. In the same complaint, he also brought wage and hour claims on behalf of "a broad group of individuals in addition to" himself, a putative class that included all the defendant's other employees. *Id.* at 447. A magistrate judge in the Southern District of New York found that the wage and hour claims were so far afield

from the harassment claims that they should proceed to arbitration. *Id.* at 447-48. The magistrate judge concluded that an arbitration agreement is unenforceable under the EFAA "only with respect to the claims in the case that relate to the sexual harassment dispute." *Id.* at 447.

Mera is an outlier even within the Southern District of New York. *See Diaz-Roa*, 757 F. Supp. 3d at 532 n.9 ("The Court thus disagrees with Magistrate Judge Aaron's decision in *Mera*."). No court anywhere in the nation has followed its reasoning.

Petitioners err in their descriptions of the decisions they suggest have agreed with *Mera*. *Silverman v. DiscGenics, Inc.*, 2023 WL 2480054, *2-*3 (D. Utah 2023) (cited at Pet. 14 n.4) held only that the EFAA does not apply to claims accruing before the statute was enacted. *O'Sullivan v. Jacaranda Club, LLC*, 206 N.Y.S.3d 562, 563-64 (App. Div. 2024) (cited at Pet. 15) merely held that plaintiffs whose cases were not covered by the EFAA could not void their arbitration agreements by joining another plaintiff whose case *was* covered by the EFAA. In *Delirium TV, LLC v. Dang*, 2024 WL 1513878, *8 (Tex. Ct. App. 2024) (cited at Pet. 15), the plaintiff *chose* to arbitrate her wage claims rather than litigate them alongside her claim of sexual assault.

Amicus California Employment Law Counsel likewise errs in suggesting that other courts have agreed with *Mera*. *Zeng v. Ellenoff Grossman & Schole LLP*, 2024 WL 4250387, *3 (S.D.N.Y. 2024) (cited at Amicus Br. 7) reiterated the consensus view that "the text of § 402(a) makes clear that its invalidation of an arbitration agreement extends to the entirety of the case relating to the sexual harass-

ment dispute, not merely the discrete claims in that case that themselves either allege such harassment or relate to a sexual harassment dispute" (internal quotation marks and citation omitted). So did *Ding v. Structure Therapeutics, Inc.*, 755 F. Supp. 3d 1200, 1219 (N.D. Cal. 2024) (cited at Amicus Br. 7), which even quoted with approval the Court of Appeal's holding in our case that "under the EFAA, [the plaintiff] may not be compelled to arbitrate any of her claims because the 'case' she filed under state law (her superior court lawsuit) 'relates to ... the sexual harassment dispute' in that her complaint contains claims premised on conduct that is alleged to constitute sexual harassment under state law" (quoting the decision below, Pet. App. 17a).

In any event, as the Court of Appeal below recognized, Pet. App. 22a n.8, *Mera* presented an unusual set of facts that were very different from the facts of most EFAA cases, including this one. The plaintiff in *Mera* sought to bring, in addition to his sexual harassment claim, a class action for unpaid wages on behalf of other employees who had not been sexually harassed themselves. By contrast, the typical EFAA case is like Jade Liu's. It involves a plaintiff whose other claims, apart from sexual harassment, are based on the harasser's retaliation against her for trying to put an end to the harassment. Considering *Mera*'s unusual facts, it does not conflict with the consensus among the trial courts and state intermediate appellate courts that the EFAA renders an arbitration agreement unenforceable with respect to the entire case, not merely with respect to the claims of sexual harassment.

II. The decision below is correct.

The consensus among the lower courts is correct. The EFAA voids an arbitration agreement with respect to a *case*, not with respect to claims within a case.

The plain text of the statute says so. It provides that "no predispute arbitration agreement … shall be valid or enforceable with respect to a *case* which … relates to the sexual assault dispute or the sexual harassment dispute." 9 U.S.C. § 402(a) (emphasis added). For the EFAA to render an arbitration agreement unenforceable, the only requirement is that the *case* relates to the sexual harassment dispute. The statute does not direct courts to examine whether individual claims *within* the case relate to the sexual harassment dispute. When a case involves several claims, some of which are for sexual harassment, the "case" relates to sexual harassment, so the text of the EFAA says that the arbitration agreement is unenforceable with respect to the "case," not merely with respect to the claims of sexual harassment.

Petitioners err in suggesting, Pet. 17, that "case" and "claim" are synonyms. As the Court of Appeal correctly recognized below, the word "case" refers to the entire lawsuit, while the word "claim" refers to an individual cause of action within the case. Pet. App. 15a-16a (citing dictionaries); *see also Johnson*, 657 F. Supp. 3d at 558-60 (citing dictionaries); *Black's Law Dictionary* 195 (5th ed. 1979) (defining "case" as "[a] general term for an action, cause, suit, or controversy"); *id.* at 224 (defining "claim" as "cause of action").

Congress knows the difference between the two words. After using the word "case" in section 402(a), Congress provided that the EFAA "shall apply with respect to any dispute or *claim* that arises or accrues on or after the date of enactment of this Act." Pub. L. No. 117-90, § 3, 136 Stat. 28 (emphasis added). If a sexual harassment *claim* arises after the date the EFAA was enacted, an arbitration agreement is unenforceable with respect to the *case*, not just with respect to the sexual harassment claim.

Petitioners are also mistaken when they assert, Pet. 18, that Congress exclusively uses the word "action" rather than the word "case" to denote an entire legal proceeding. In fact, Congress often uses the word "case" to refer to an entire legal proceeding, including in the Federal Arbitration Act. *See, e.g.*, 9 U.S.C. §§ 4 ("cases of admiralty"), 7 ("evidence in the case"), 305 ("all other cases").

Petitioners err again, Pet. 19, in claiming support from the EFAA's title—"An Act To amend title 9 of the United States Code with respect to arbitration of disputes involving sexual assault and sexual harassment." The title makes clear that Congress intended to amend the FAA with respect to *disputes* involving sexual assault and harassment, not merely with respect to *claims* of sexual assault and harassment.

Nor can petitioners find support, Pet. 19, in the FAA's general preference for arbitration. The EFAA was enacted for the express purpose of reversing that preference in cases involving sexual harassment and sexual assault.

Petitioners' cherry-picked quotes from the legislative history, Pet. 20-21, cannot overcome the plain

meaning of the statutory text. In any event, we can cherry-pick quotes too. *See* 168 Cong. Rec. S626-27 (Feb. 10, 2022) (remarks of Sen. Durbin) ("So to clarify, for cases which involve conduct that is related to a sexual harassment dispute or sexual assault dispute, survivors should be allowed to proceed with their full case in court regardless of which claims are ultimately proven."); 168 Cong. Rec. H992 (Feb. 7, 2022) (remarks of Rep. Nadler) (emphasizing that the EFAA "would include retaliation or any other misconduct that gives rise to the underlying claim," not just claims of sexual assault and harassment). The House Report on the bill that became the EFAA likewise stated that the new law "would prohibit the enforcement of mandatory, pre-dispute arbitration ('forced arbitration') provisions in *cases* involving sexual assault or sexual harassment," not merely with respect to *claims* involving assault or harassment. H.R. Rep. No. 117-234, at 3 (2022) (emphasis added).

Finally, petitioners need not worry, Pet. 26, that devious plaintiffs will add "bogus" harassment claims to their complaints just to avoid arbitration. Frivolous harassment claims can be dismissed at the pleading stage, leaving the remaining claims to be sent to arbitration. *See, e.g.*, *Yost v. Everyrealm, Inc.*, 657 F. Supp. 3d 563, 583-88 (S.D.N.Y. 2023).

III. This case is a terrible vehicle.

Petitioners repeatedly assert that most of the claims in Jade Liu's complaint are "unrelated" to her claims of sexual harassment. Pet. 9, 16, 20, 22, 25, 26, 27. Their Question Presented even puts this assertion in italics. *Id.* at i.

This assertion is incorrect. All her claims are related to the sexual harassment she endured while working for Miniso. Several of the claims concern Miniso's unlawful retaliation against her for complaining about the harassment. Other claims describe the discrimination she suffered at Miniso, much of which involved the same statements and acts by Miniso executives that also constituted harassment. It would be hard to imagine a case in which the non-harassment claims are more closely related to the harassment claims.

Petitioners' Question Presented thus could not be answered in this case, because this case does not involve claims that are "unrelated" to sexual harassment.

For the same reason, this case would be an inappropriate vehicle for deciding whether (and if so, under what circumstances) a non-harassment claim can be so far afield from a harassment claim that it must be arbitrated despite the EFAA's invalidation of the arbitration agreement with respect to the entire case. Whatever the answer to that question, it would make no difference here.

CONCLUSION

The petition for a writ of certiorari should be denied.

Respectfully submitted,

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