

17-988 LAMPS PLUS, INC. V. VARELA

DECISION BELOW: 701 F.Appx. 670

LOWER COURT CASE NUMBER: 16-56085

QUESTION PRESENTED:

In *Stolt-Nielsen, S.A. v. AnimalFeeds International Corp.* this Court held that a court could not order arbitration to proceed using class procedures unless there was a "contractual basis" for concluding that the parties have "*agreed to*" class arbitration. 559 U.S. 662, 684 (2010) (emphasis in original). This Court explained that courts may not "presume" such consent from "mere silence on the issue of class arbitration" or "from the fact of the parties' agreement to arbitrate." *Id.* at 685, 687.

The arbitration clause at issue here did not mention class arbitration. A divided Ninth Circuit panel majority (Reinhardt & Wardlaw, JJ.) nonetheless inferred mutual assent to class arbitration from such standard language as the parties' agreement that "arbitration shall be in lieu of any and all lawsuits or other civil legal proceedings" and a description of the substantive claims subject to arbitration. App., *infra*, 3a-4a.

The question presented is:

Whether the Federal Arbitration Act forecloses a state-law interpretation of an arbitration agreement that would authorize class arbitration based solely on general language commonly used in arbitration agreements.

CERT. GRANTED 4/30/2018