

No.

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In The

Supreme Court of the United States

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Comcast Cable Communications, LLC,

*Applicant,*

v.

Charles Ramsey.

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**APPLICATION FOR EXTENSION OF TIME TO FILE  
PETITION FOR WRIT OF CERTIORARI**

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To the Honorable Elena Kagan, Associate Justice of the United States and  
Circuit Justice for the California Court of Appeal:

**APPLICATION FOR AN EXTENSION OF TIME**

Pursuant to Rule 13.5 of the Rules of this Court, Applicant Comcast Cable  
Communications, LLC, hereby requests a 30-day extension of time within which to  
file a petition for a writ of certiorari, up to and including August 29, 2024.

**JUDGMENT FOR WHICH REVIEW IS SOUGHT**

The judgment for which review is sought is *Charles Ramsey v. Comcast Cable  
Communications, LLC*, No. H049949 (Cal. Ct. App. Dec. 29, 2023) (attached as

Exhibit 1). The Supreme Court of California denied Comcast's petition for review on May 1, 2024 (attached as Exhibit 2).

## **JURISDICTION**

This Court will have jurisdiction over any timely filed petition for a writ of certiorari in this case pursuant to 28 U.S.C. § 1257(a). Under Rules 13.1, 13.3, and 30.1 of the Rules of this Court, a petition for a writ of certiorari is currently due to be filed on or before July 30, 2024. Under Rule 13.5, a Justice may extend the time to file the petition for a period not exceeding 60 days, if the application is filed for good cause at least 10 days before the date the petition is due. This application is being filed for good cause more than 10 days before the date the petition is due, and it seeks an extension for a period not exceeding 60 days.

## **REASONS JUSTIFYING AN EXTENSION OF TIME**

Applicant's request for a 30-day extension of time within which to file a petition for a writ of certiorari seeking review of the decision of the California Court of Appeal in this case, up to and including August 29, 2024, is supported by good cause for the following reasons.

1. In 2017, the California Supreme Court announced that predispute arbitration agreements waiving the parties' ability to seek non-party-specific "public injunctive relief" in any forum are unenforceable because violative of generally applicable California contract law. *See McGill v. Citibank, N.A.*, 393 P.3d 85 (Cal. 2017). More recently, the California courts (including the Court of Appeal below) have held that to trigger this rule and avoid arbitration, a plaintiff need only request a consumer injunction under California's Unfair Competition Law (UCL) or

Consumers Legal Remedies Act (CLRA). Given the breadth of those statutes, the *McGill* rule renders standard bilateral arbitration agreements unenforceable when a consumer-plaintiff seeks to enjoin any allegedly unlawful business practice. This case presents two questions of Federal Arbitration Act preemption: (i) whether the prevailing application of *McGill* impermissibly disfavors arbitration and interferes with its fundamental attributes (a question on which the Ninth Circuit and the California courts are divided); and (ii) whether *McGill* falls outside the FAA’s saving clause because it is not a ground for the “revocation” of any contract. Under the FAA and this Court’s precedents, the answer to both questions is “yes.” And the questions are exceptionally important because they will determine whether consumer arbitration remains viable wherever California law applies—or whether states can withdraw entire areas from bilateral arbitration on public policy grounds.

2. Applicant’s counsel of record, Aileen M. McGrath, seeks this extension of time because of the press of other client business. Counsel has numerous litigation deadlines in the weeks leading up to and immediately following the current deadline for the petition in this case:

- An opening brief on the merits in the U.S. Court of Appeals for the Ninth Circuit in *Spencer v. Barajas*, No. 24-2441 (consolidated with 24-2442, 24-2443, and 24-2444), on June 17, 2024;
- An amicus brief on the merits in the U.S. Court of Appeals for the Ninth Circuit in *Popa v. PSP Group LLC*, No. 24-14, on June 21, 2024;
- An oral argument in the California Court of Appeal in *California Natural Gas Vehicle Coalition v. California Air Resources Board*, No. F084229, on July 9, 2024;
- A reply brief on the merits in the California Court of Appeal in *Lagoe v. Polaris Industries, Inc.*, No. C100068 on August 6, 2024;

- A reply brief on the merits in the U.S. Court of Appeals for the Ninth Circuit in *Spencer v. Barajas*, No. 24-2441 (consolidated with 24-2442, 24-2443, and 24-2444), on August 7, 2024;
- A brief in opposition to a motion for class certification in the U.S. District Court for the Central District of California in *Canchola v. Allstate Insurance Co*, No. 8:23-cv-00734, on August 22, 2024;

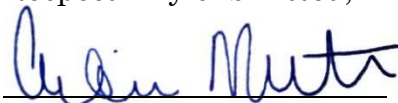
4. An extension would not cause prejudice to Respondent. The Supreme Court of California denied the petition for review on May 1, 2024. Moreover, the requested extension is unlikely to affect the Term in which this Court would hear oral argument and issue its opinion if the petition were granted.

5. Counsel for Applicant conferred with counsel for Respondent concerning this application. Respondent does not oppose the requested extension.

### CONCLUSION

For the foregoing reasons, Applicant respectfully requests that this Court grant an extension of 30 days, up to and including August 30, 2024, within which to file a petition for a writ of certiorari in this case.

Respectfully submitted,



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June 7, 2024

## **CORPORATE DISCLOSURE STATEMENT**

Applicant Comcast Cable Communications, LLC is an indirect subsidiary of Comcast Corporation, a publicly held corporation. Comcast Corporation has no parent corporation and no publicly held corporation owns 10% or more of its stock.