

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

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ORDER

SUSAN WANG VS. STUBHUB, INC. ET AL

001C06371030

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1 **TYCKO & ZAVAREEI LLP**
 Annick M. Persinger (CA Bar No. 272996)
 2 Tanya S. Koshy (CA Bar No. 277095)
 483 Ninth Street, Suite 200
 3 Oakland, CA 94607
 P: 510-254-6808
 4 F: 202-973-0950
 apersinger@tzlegal.com
 5 tkoshy@tzlegal.com

FILED
 San Francisco County Superior Court

JUN 11 2018
 CLERK OF THE COURT
 BY: Regina Alameda
 Deputy Clerk

6 **TYCKO & ZAVAREEI LLP**
 Katherine M. Aizpuru (*to be admitted pro hac vice*)
 7 1828 L Street NW, Suite 1000
 Washington, DC 20036
 8 P: 202-973-0900
 F: 202-973-0950
 9 kaizpuru@tzlegal.com

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF SAN FRANCISCO

SUSAN WANG,

 Plaintiff,

 v.

 STUBHUB, INC. and
 EBAY, INC.,

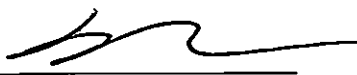
 Defendants.

CASE NO: CGC18564120
 [~~PROPOSED~~] ORDER RE: MOTION TO
 COMPEL ARBITRATION
 Hon. Harold Kahn
 Complaint Filed February 5, 2018

1 Defendants StubHub, Inc. and eBay Inc.'s motion to compel arbitration is denied. Ms.
2 Wang's claims seek statutorily authorized public injunctive relief and thus fall within the scope of
3 *McGill*. The FAL, UCL, and CLRA serve a public purpose, provide for public injunctive relief and
4 thus, per *McGill*, a plaintiff's right to seek an injunction on behalf of the public pursuant to these
5 statutes cannot be waived by an arbitration agreement. (*McGill v. Citibank, N.A.* (2017) 2 Cal.5th
6 945, 954-955.) Ms. Wang is bringing a representative action and seeking public injunctive relief that,
7 if granted, would benefit the general public and any individual benefit to Ms. Wang is merely
8 incidental to the benefit of the public. The arbitration provision requiring Ms. Wang to arbitrate any
9 and all disputes and the "Prohibition of Class and Representative Actions and Non-Individualized
10 Relief" provision (Provision 7(a)), taken together, have the effect of eliminating Ms. Wang's ability
11 to seek public injunctive relief in all fora. StubHub seeks to require Ms. Wang to arbitrate all her
12 claims and, at the same time, prohibit the arbitrator from granting public injunctive relief. Provision
13 7(a) prohibiting Ms. Wang from seeking public injunctive relief in any forum is contrary to
14 California public policy and thus unenforceable. Provision 7(d) of the arbitration agreement states
15 that, if the court decides that any part of Provision 7(a) is invalid or unenforceable, the entirety of the
16 arbitration agreement shall be null and void.

17 IT IS SO ORDERED.

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19 Date: 6/11/18



Hon. Harold Kahn
JUDGE OF THE SUPERIOR COURT

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