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**COURT OF APPEALS, DIVISION .111  
OF THE STATE OF WASHINGTON**

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**AT&T CORP.,**

**Appellant,**

**v.**

**MICHAEL McKEE,**

**Respondent.**

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**APPEAL FROM THE SUPERIOR COURT  
FOR CHELAN COUNTY  
HONORABLE JOHN E. BRIDGES**

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**RESPONDENT'S STATEMENT OF ADDITIONAL AUTHORITIES**

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Pursuant to RAP 10.8, Respondent submits this statement of additional authorities to provide the Court with two recent decisions.

In *Skirchak v. Dynamics Research Corp.*, 2006 WL 1460266, --- F. Supp. 2d --- (D. Mass. April 6, 2006), the U.S. District Court for the District of Massachusetts held that a class action ban in an employment contract was unconscionable and unenforceable under Massachusetts law, because it could prevent employees from seeking redress for their claims and thus remove any incentive for the corporation to avoid conduct that might lead to class action litigation. 2006 WL 1460266 at \*4. That holding is relevant to Respondent's argument that the class action ban in AT&T's consumer contract is unconscionable under Washington law because it would effectively serve as an exculpatory clause. Br. of Respondent at 35-39.

In *Wisconsin Auto Title Loans, Inc. v. Jones*, 2006 WL 1419645, --- N.W.2d --- (May 25, 2006), the Supreme Court of Wisconsin held that an arbitration clause in a loan contract was unconscionable under Wisconsin law. The *Jones* court first held that the arbitration clause, which was drafted by the stronger party and presented to the borrower on a take-it-or-leave-it basis, was procedurally unconscionable. 2006 WL 1419645 at \*5-8. That holding is relevant to Respondent's argument that AT&T's arbitration clause is procedurally unconscionable. Br. of

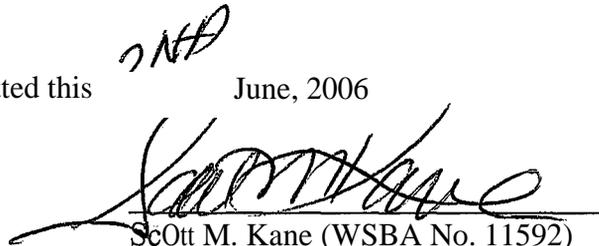
Respondent at 39-42.

Second, the *Jones* court held that the arbitration clause, which required borrowers to arbitrate their claims but granted Wisconsin Auto Title Loans the right to pursue its claims in court, was one-sided and thus substantively unconscionable. 2006 WL 1419645 at \*9-10. That holding is relevant to Respondent's argument that the class action ban in AT&T's arbitration clause, though nominally mutual, is effectively one-sided and thus substantively unconscionable. Br. of Respondent at 33-35.

Finally, the *Jones* court held that its finding of unconscionability was not preempted by the Federal Arbitration Act. 2006 WL 1419645 at \*12. This holding is relevant to Respondent's argument that the FAA preserves, rather than preempts, Respondent's state-law unconscionability arguments. 31-32.

Respectfully submitted this

June, 2006



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