Supreme Court No. 1036477

IN THE SUPREME COURT OF
THE STATE OF WASHINGTON

FATEN ANWAR
Petitioner

v.

PAYPAL, INC.
Respondent

RESPONDENT'S ANSWER

TO PETITIONER'S PETITION FOR REVIEW

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I. INTRODUCTION

This dispute arises out of Petitioner Faten Anwar's $9.92 purchase of floral tape from an eBay seller. Petitioner claimed the transaction was fraudulent and sought her money back. When Respondent PayPal, Inc. declined to refund the transaction based on clear evidence demonstrating Petitioner herself had authorized the purchase, Petitioner commenced suit against PayPal in Snohomish County Superior Court seeking over $2,500 in supposed damages. The superior court correctly compelled arbitration of the dispute pursuant to the valid, binding, and enforceable Agreement to Arbitrate contained in PayPal's User Agreement.

Rather than engaging in efforts to reach a resolution of the instant dispute, Petitioner continues down her overly litigious path, seeking review of the Court of Appeals' opinion upholding the superior court rulings. This is Petitioner's second bite at the apple before the Washington State Supreme Court—this Court previously denied discretionary review of certain interlocutory

orders in February 2024. Petitioner does not meet the standard for review set forth in RAP 13.4; nothing in this case presents the type of unique circumstances or errors of law that warrant discretionary review. The Petition for Review should be denied.

II. STATEMENT OF CASE

A. Petitioner contracted to use PayPal's services.

Petitioner opened her account with PayPal in 2016. Declaration of Grace Garcia ("Garcia Dec.") at ¶ 7; CP38. At that time, PayPal required potential users to accept PayPal's User Agreement either by checking a box or clicking a button on the registration forms presented online. Garcia Dec. at ¶ 5. Before accepting PayPal's User Agreement, potential users were given the opportunity to review the terms of the User Agreement, either within a scroll box or via a hyperlink. *Id.* The User Agreement is also always available on PayPal's website. *Id.* at ¶ 6. A potential user may not open a PayPal account without accepting the terms of PayPal's User Agreement. *Id.* at 4. Petitioner accepted the

terms of PayPal's User Agreement and was permitted to open her PayPal account.[1]

Under the "Agreement to Arbitrate" portion of PayPal's User Agreement, all disputes or claims between the user and PayPal must be resolved in either binding arbitration or, where eligible, in small claims court:

> You and PayPal each agree that any and all disputes or claims that have arisen or may arise between you and PayPal, including without limitation federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation or any other legal theory, shall be resolved exclusively through final and binding arbitration or in small claims court. You or PayPal may assert claims in small claims court instead of arbitration if the claims qualify and so long as the matter remains in small claims court and advances only on an individual (non-class, non-representative) basis. This Agreement to Arbitrate is intended to be broadly interpreted. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

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[1] PayPal regularly updates its User Agreement; it provides notice to users when it does so. A true and correct copy of the User Agreement in place at the time of Petitioner's disputed transaction is attached as Exhibit C to the Garcia Declaration. Garcia Dec. at ¶ 8-11, CP38-CP39.

Garcia Dec., Ex. C, CP174-CP177. After agreeing to the User Agreement, users have a 30-day window in which they can opt out of the Agreement to Arbitrate portion of the User Agreement. *Id.* at ¶ 12, CP39. Petitioner did not opt out of the Agreement to Arbitrate. *Id.* at ¶ 13, CP40.

B. PayPal's Investigation Demonstrated that Petitioner made the Disputed Transaction.

Petitioner's suit against PayPal arises out of Petitioner's purchase of floral tape from an eBay seller, for a cost of $9.92. *Id.* at ¶ 14, CP40. Petitioner utilized her PayPal account to complete the transaction. The records demonstrate that the transaction was authorized using the same login credentials, IP address, and Visitor ID as used in other activity on Petitioner's account, and that the floral tape was delivered to Petitioner's Lynnwood, Washington home via DHL. *Id.* at ¶ 16, 18; CP41. Petitioner contends that she did not make the purchase and submitted a refund request to PayPal. After performing an inquiry, PayPal determined that the transaction was not fraudulent; therefore, it declined to refund the purchase amount

to Petitioner's account. *Id.* at ¶ 16-17, CP40-CP41. Petitioner did not submit a Notice of Dispute to PayPal, as required by the User Agreement, but instead commenced litigation in Snohomish County Superior Court, asserting claims for violation of Washington's Consumer Protection Act and Commercial Electronic Mail Act. CP326-CP331.

In order to bolster her damages claim above the original $9.92 amount in dispute, Petitioner alleged that PayPal sent her certain fraudulent emails, supposedly evidenced by the fact that different transaction numbers were referenced. CP330-CP331. In fact, these different transaction numbers simply reflect the mechanism of PayPal's system. With regard to the transaction numbers, one is assigned to the authorization for a charge, one to the completion of the charge, and one to the bank transfer that funded the payment. Garcia Dec. at ¶ 15, CP40. All three pertain to the same purchase/charge. With regard to two claim numbers, one was assigned to Petitioner's claim of unauthorized activity on her account, which claim was determined to be unfounded.

Another claim number was assigned separately to the transaction/purchase/charge itself so that it may remain open for investigation if Petitioner were to decide to file another dispute for an additional reason, such as not receiving the item that she ordered, etc. *Id.* at ¶ 16, CP40.

C. The Superior Court Compelled Arbitration and Petitioner appealed.

In the superior court action, Petitioner filed a Motion for Summary Judgment on her claims. CP218-CP235. PayPal opposed the motion and also moved to compel arbitration, pursuant to the parties' Agreement to Arbitrate. CP184-CP188. On August 9, 2023, the superior court denied Petitioner's Motion for Summary Judgment and granted PayPal's motion to compel arbitration. *See* Order on Summary Judgment Denied-Request to Transfer to Arbitration-Granted ("August 9 Order"), CP6-7. On August 28, 2023, the superior court issued a further Order Staying Matter to Allow for AAA Arbitration ("August 28 Order") CP338-CP339. Petitioner immediately appealed. Notice of Appeal, CP1. The Court of Appeals, in Case No. 857177, after

noting that the Orders at issue were not appealable as a matter of right, instructed Petitioner to file a Motion for Discretionary Review. Petitioner filed a Notice of Discretionary Review. CP332-334.

Petitioner filed a Motion for Discretionary Review in the Court of Appeals, which PayPal answered. On November 9, 2023, the Court of Appeals entered a Commissioner's Ruling Denying Discretionary Review. *See* Appendix 3 to Petition for Review ("Petition"). On December 7, 2023, Petitioner filed a Motion to Modify Ruling in the Court of Appeals, which was also denied.

Anwar then filed a Motion for Discretionary Review with the Washington State Supreme Court, Case No. 102838-5. That Motion was denied on April 29, 2024. See Ruling Denying Review, attached hereto as **Appendix A**. The Commissioner ruled that the Arbitration Agreement was "clear and unambiguous," that the transaction in dispute "plainly falls

within its terms," and that the Agreement "cannot be considered unconscionable." *Id.* at p. 4.

On January 4, 2024, the superior court entered an Order Granting Defendant's Motion to Dismiss (the "Dismissal Order"), dismissing the trial court action due to Anwar's failure to initiate arbitration (as the trial court indicated it would do in the August 28 Order). CP353. Petitioner filed a Notice of Appeal on February 2, 2024, appealing the August 9 Order, August 28 Order, and the Dismissal Order. CP343-344. The Court of Appeals issued an Unpublished Opinion on September 23, 2024, affirming the trial court's dismissal of her claims (the "Opinion"), attached to the Petition as Appendix 2. Petitioner moved for reconsideration. The Court of Appeals denied the Motion for Reconsideration on October 29, 2024. *See* Petition, Appendix A. Anwar then filed the instant Petition for Review.

III. ARGUMENTS

Judicial officers at every level of the Washington judiciary have rejected Petitioner's arguments as to why PayPal's User

Agreement, and the Agreement to Arbitrate contained therein, are unenforceable. The superior court, the Court of Appeals, and this Court itself have correctly determined that the dispute between PayPal and Anwar should be arbitrated pursuant to the binding, valid, arbitration provision in the parties' contract. They have similarly considered and rejected Petitioner's contention that the User Agreement is unconscionable. The Court of Appeals' Opinion was correctly decided in keeping with binding, established Washington law. No portion of the Opinion conflicts with Court of Appeals or Washington Supreme Court precedent, and the instant dispute does not present an issue of substantial public interest. The Petition for Review should be denied.

A. The Court of Appeals properly held that the FAA covers the Agreement to Arbitrate.

Petitioner does not dispute that she entered into a User Agreement with PayPal, or that it contains an Agreement to

Arbitrate. Section 2 of the Federal Arbitration Act[2] states that written arbitration agreements "shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of *any* contract." 9 U.S.C. § 2. This section reflects "a liberal federal policy favoring arbitration agreements . . ." *Adler v. Fred Lind Manor*, 153 Wn.2d 331, 341, 103 P.3d 773 (2005). "Courts must indulge every presumption "in favor of arbitration, whether the problem at hand is the construction of the contract language itself or an allegation of waiver, delay, or a like defense to arbitrability." *Id.* at 342 (quoting *Moses H. Cone Mem'l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 24, 103 S. Ct. 927, 74 L. Ed. 2d 765 (1983)). The party opposing arbitration bears the burden of showing that the agreement is not enforceable. *Green Tree Fin. Corp. v. Randolph*, 531 U.S. 79, 92, 121 S. Ct. 513, 148 L. Ed. 2d 373 (2000).

[2] The Agreement to Arbitrate states that interpretation of the provision is to be governed by the Federal Arbitration Act. Garcia Dec., Ex. C, A230.

The Court of Appeals properly reviewed the trial court's decisions to compel arbitration *de novo*. Opinion at 4-5. The Court of Appeal's scope of review was whether Petitioner's claims were arbitrable, "without weighing the potential merits of the underlying claims." *Id.* at 5. Petitioner contends that the Court of Appeals erred in finding that the Agreement to Arbitrate is governed by, and enforceable under, the FAA. She relies upon 9 U.S.C. § 2 (which she misquotes), arguing that the Agreement to Arbitrate is broader than that provided for by statute, and thus, unenforceable.

Petitioner's argument reflects a misinterpretation of the law, namely, that both a contract and a cause of action arising out of that contract must pertain to interstate commerce for the FAA to apply. This is not the case, and this is not what the Washington State Supreme Court held in *Satomi Owners Ass'n v. Satomi, LLC*. 167 Wn.2d 781, 798, 225 P.3d 213 (2009). As articulated in *Satomi*, the FAA applies so long as the *contract* concerns interstate commerce. Thus the proper inquiry—applied by the

Court of Appeals—was whether the contract pertains to interstate commerce, not the causes of action. "Under the plain language of Section 2 of the FAA, the relevant question is not whether *the claim* arises from a transaction involving commerce, but rather whether *the contract* containing the arbitration clause 'evidenc[es] a transaction involving commerce.'" *Gilbert v. Indeed, Inc.*, 513 F. Supp. 3d 374, 400 (S.D.N.Y. 2021). Applying this standard, the Court of Appeals correctly held that the User Agreement between PayPal and Petitioner did pertain to commerce. There is no conflict that warrants review under RAP 13.4(b).

B. Petitioner is incorrect that PayPal or its counsel made misstatements.

Petitioner argues that Respondent has misrepresented certain facts in the proceedings below. While the Respondent's statements are well supported by the record, the issue is moot because neither the superior court nor the Court of Appeals relied upon the disputed findings in determining that this dispute is subject to arbitration.

Petitioner claims that "Grace Garcia's declaration *falsely states* that PayPal denied the claim on March 21, 2021" when Petitioner believes it was denied one day earlier, on March 20, 2021. Petition, at 14-15. This difference of one day had, of course, no bearing on any of the lower court decisions in this matter to date, and has no relevance to the issues before this Court now. The same must be said of Petitioner's further allegation that "PayPal fabricated a tracking number to cover up the fabricated authorization." Petition, at 15. None of these allegations have any bearing on the question of the dispute's arbitrability. Nor can there be any explanation for such alleged discrepancies at this stage, where no discovery has been conducted in this case. The critical purpose of the Garcia declaration was to provide the trial court with a copy of the User Agreement, establishing that the underlying dispute is subject to arbitration. Neither the superior court nor the Court of Appeals made findings regarding the underlying facts of Petitioner's claim; they determined only that the dispute should be arbitrated.

All of the facts that Respondent presented to the superior court, and that the Petitioner contests, are facts that will ultimately be determined by an arbitrator if the Petitioner elects to arbitrate the dispute. None of those facts bear on the Respondent's right to enforce the Agreement to Arbitrate

C. The PayPal User Agreement is not impermissibly one-sided or unconscionable.

Petitioner next contends that the Opinion contravened established Washington precedent when it determined that the User Agreement is not impermissibly one-sided or unconscionable. Petitioner does not claim the Agreement to Arbitrate is one-sided or unconscionable, but challenges contract provisions contained in other portions of the User Agreement. The Court of Appeals' analysis rejecting Petitioner's arguments was well-reasoned and correct. There is no basis for discretionary review.

In her Petition, Petitioner recycles the unconscionability arguments that have been previously rejected by the trial court, the Court of Appeals, twice, and this Court, once. Petitioner

contends that the User Agreement is substantively unconscionable because she alleges: (1) it includes a waiver of the right to bring a class action, (2) it gives PayPal the "unrestricted right to take legal action, with no limitations whatsoever on what it can recover, against its customers," (3) it limits PayPal's liability to direct damages, and (4) it contains a Delaware choice of law provision. None of these provisions are contained within the Agreement to Arbitrate—Anwar made no challenge to the conscionability of the Agreement to Arbitrate—only the User Agreement as a whole.

As a basis for discretionary review, Petitioner contends that the Opinion contradicted this Court's precedent in *McKee v. ATT Corp*. when it declined to consider contract terms outside the Agreement to Arbitrate provision in making its determination regarding unconscionability. Petition at 28; 164 Wn.2d 372, 191 P.3d 213 (2009). This argument is based on a misinterpretation of *McKee*; Petitioner seems to read that case to mean that any time there is an unconscionability challenge to *any* provision of

a contract containing an arbitration clause, that determination must be made by the court. That is not the case. The United States Supreme Court has stated that unless a party challenges "the arbitration clause itself, the issue of the contract's validity is considered by the arbitrator in the first instance." *Buckeye Check Cashing, Inc. v. Cardegna*, 546 U.S. 440, 445-46, 126 S. Ct. 1204, 163 L.Ed.2d 1038 (2006). It is *only* where the arbitration clause itself is challenged as unconscionable that the court will perform the unconscionability analysis. *McKee*, 164 Wn.2d at 394 ("The court did not change the rule that when the validity of the arbitration agreement itself is at issue, the courts must first determine whether there was a valid agreement to arbitrate.").

In this case, the contract provisions challenged by Petitioner are contained outside the Agreement to Arbitrate, in other parts of PayPal's User Agreement. Accordingly, the Court of Appeals properly determined that the unconscionability analysis must be left for the arbitrator. Opinion at 11. The arbitrator will have the ability and discretion to look at the

provisions cited by Petitioner to determine if they impermissibly interfere with Petitioner's statutory rights, such that they should be severed from the contract. *See, e.g.*, *Pacificare Health Systems, Inc. v. Book*, 538 U.S. 401, 123 S. Ct. 1531, 155 L. Ed. 2d 578 (2003) (arbitrator will have the right to interpret contract language limiting damages).

Petitioner next argues that the User Agreement is unconscionable because it contains a Delaware choice of law provision. This argument should similarly be rejected because application of the User Agreement's choice of law provision "must be decided in the first instance by the arbitrator." *Vimar Seguros y Reaseguros, S.A. v. M/V Sky Reefer*, 515 U.S. 528, 540-41, 115 S. Ct. 2322, 132 L.Ed.2d 462 (1995). Further, PayPal did not argue before the trial court or the Court of Appels that Delaware law should be applied, and no court undertook a choice of law analysis in this case or applied Delaware law. The mere existence of a choice of law provision in the User Agreement is not a basis for discretionary review.

Even if the question of unconscionability of the contract was for the court to determine, not an arbitrator, the User Agreement is not one-sided or unconscionable in this case. The Court of Appeals *did* analyze the User Agreement's purportedly unconscionable provisions and properly determined that the User Agreement is not impermissibly one-sided or unconscionable. The Court of Appeals' Opinion does not conflict with the *McKee* or *Zuver v. Airtouch Commc'ns, Inc*., 153 Wn.2d 293, 103 P.3d 753 (2004).

In *Zuver*, the employee argued that the effect of certain provisions within the arbitration provision in her employment contract was so one-sided and harsh as to render it substantively unconscionable. 153 Wn.2d at 318. The Washington State Supreme Court noted that "Washington courts have long held that mutuality of obligation means both parties are bound to perform the contract's terms—not that both parties have identical requirements." *Id.* at 317. The Supreme Court, analyzing the specific contractual language in that case, did find

two of four challenged provisions to be unconscionable. *Id.* at 320-21. However, the Opinion and the Court's ruling in Zuver can be easily harmonized, given that the contract language in *Zuver* and the instant case are quite different.

For instance, in this case, the Agreement to Arbitrate applies to PayPal as well as the user. "You and PayPal *each agree* that any and all disputes or claims that have arisen or may arise between you and PayPal . . . shall be resolved exclusively through final and binding arbitration or in small claims court." Garcia Dec., Ex. C, A230 (emphasis added). Further, users are not universally prohibited from suing PayPal. They may sue in small-claims court where appropriate. In addition, in *Zuver*, the employee had no option but to execute the agreement, where as in this case Petitioner could have opted out of the Agreement to Arbitrate—as all new users have the right to do. If she had done this, her right to sue in *any* forum would have been preserved.

The language Petitioner points to, which she claims unfairly preserves PayPal's right to sue in a one-sided manner, is

contained in a provision separate from the Agreement to Arbitrate, which pertains to PayPal's remedies in the event a user engages in improper Restricted Activities (such as violating the law). It is critical to PayPal's ability to monitor and provide effective services that it can take action against individuals who are abusing the PayPal system. The fact that the User Agreement retains those rights for PayPal in such cases does not make the Agreement to Arbitrate one-sided or unconscionable. *See Stirlen v. Supercuts, Inc.*, 51 Cal. App. 4th 1519, 1536 (Cal. Ct. App. 1997) ("a contract can provide a 'margin of safety' that provides the party with superior bargaining strength a type of extra protection for which it has a legitimate commercial need without being unconscionable.").

Neither is the Agreement to Arbitrate unconscionable because another provision of the User Agreement contains a limitation on damages, which prohibits a user from seeking "special, incidental, or consequential damages . . . unless and to the extent prohibited by law" and limits PayPal's liability to the

"actual amount of direct damages." Garcia Dec., Ex. C, A228. The User Agreement's damages limitation does not render the Agreement to Arbitrate "shocking to the conscience." Contract limitations on liability are regularly enforced. *M.A. Mortenson Co v. Timberline Software Corp*., 140 Wn.2d 568, 586-87, 998 P.2d 305 (2000). Further, the arbitrator would have the discretion to determine, at the arbitration, whether such a provision is unconscionable.

Unlike in *Zuver*, each of these challenged provisions are contained in portions of the User Agreement outside of the Agreement to Arbitrate. And unlike in *McKee*, Petitioner has not challenged any portion of the Agreement to Arbitrate itself as unconscionable. Petitioner has not established that the Court of Appeals Opinion is in conflict with any Court of Appeals or Supreme Court precedent.

Neither does this case present an issue of substantial public interest. It concerns a dispute over a $10 purchase that falls squarely within the Agreement to Arbitrate. Given the strong

public policy in favor of arbitration and Petitioner's failure to establish the inapplicability of the provision, this Court should decline further review of the matter.

D. PayPal is entitled to its attorneys' fees and costs incurred opposing the Petition pursuant to RAP 14.2 and 18.9.

RAP 14.2 provides that the commissioner or clerk "will award costs to the party that substantially prevails on review . . ." RAP 18.9(a) grants the court authority to award sanctions as a result of a party's use of the rules for purpose of delay, or the filing of a frivolous appeal. RAP 18.9(a). "Appropriate sanctions may include, as compensatory damages, an award of attorney fees and costs to the opposing party." *Yurtis v. Phipps*, 143 Wn. App. 680, 696, 181 P.3d 849 (2008). An appeal is frivolous where "it presents no debatable issues and is so devoid of merit that there is no reasonable possibility of reversal." *Carrillo v. City of Ocean Shores*, 122 Wn. App. 592, 619, 94 P.3d 961 (2004). This rule applies to requests for discretionary review as

well. *See, e.g., In re Marriage of Esser*, 2021 Wash. App. LEXIS 2068, at *20 (Aug. 10, 2021) (*unpublished*).[3]

PayPal has been forced to incur significant fees and costs to respond to the following appellate pleadings in this matter, despite the clear, binding arbitration clause:

Motion for Discretionary Review	Court of Appeals	Cause No. 857177	Denied
Motion to Stay Enforcement of Trial Court Orders	Court of Appeals	Cause No. 857177	Denied
Motion to Modify Commissioner's Ruling	Court of Appeals	Cause No. 857177	Denied
Motion for Discretionary Review	Supreme Court	Cause No. 102838-5	Denied
Appeal	Court of Appeals	Cause No. 862553	Denied
Petition for Review	Supreme Court		Pending

Parties opt for arbitration to provide a timely and less expensive alternative to dispute resolution through the judicial system. Through her duplicative and frivolous filings, Petitioner has deprived PayPal of this contractual right, forcing it to spend thousands of dollars in fees and costs over the course of one and

[3] Unpublished opinions published after March 1, 2013 may be cited for persuasive authority pursuant to GR 14.1.

a half years responding to the same recycled arguments rejected by previous judicial officers.

Petitioner's Petition for Review presents no debatable issues and is devoid of merit. It is the latest of a long line of such frivolous filings. PayPal respectfully requests an award of attorneys' fees and costs incurred in preparing this Answer, pursuant to RAP 18.9, and an award of costs pursuant to RAP 14.2.

IV. CONCLUSION

Petitioner has not established grounds for review pursuant to RAP 13.4(b). The Motion for Review should be denied, and fees and costs awarded to PayPal.

CERTIFICATE OF COMPLIANCE

This document contains 3,996 words, excluding the parts of the document exempted from the word count by RAP 18.17.

Respectfully submitted this 26th day of December 2024.

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CERTIFICATE OF SERVICE

I hereby certify that I caused to be filed and served a copy of the foregoing **Respondent's Brief** upon the person below via the Washington State Appellate Court's Portal, via electronic email service, and U.S. mail:

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