NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

JOSEPH LOMBARDI,	No. 11-56752
Plaintiff-counter-defendant,	D.C. No. 8:09-ml-02093-AG-AN
and	
ANNETTE KAHALY; JOHN MULEA; MAUREEN VAN METER; CAROLYN FORBES; TARA MURRAY; SEAN MURRAY; KEITH HARPER; JANA HARPER; TRACY TWYMAN; EBEN PAGUIRIGAN, individually and on behalf of all others similarly situated; LOUIS M. WILSON; KAREN BRICE,	MEMORANDUM*
Plaintiffs-counter-defendants - Appellees,	
v.	
DIRECTV, INC.,	
Defendant-counter-claimant - Appellant.	

Appeal from the United States District Court
for the Central District of California
Andrew J. Guilford, District Judge, Presiding

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*This disposition is not appropriate for publication and is not precedent except as provided by 9th Cir. R. 36-3.

Argued and Submitted November 5, 2013
Pasadena, California

Before: GOODWIN, FISHER and CLIFTON, Circuit Judges.

DirecTV appeals the district court's order denying its motion to compel arbitration of the plaintiffs' claims for injunctive relief under California's Unfair Competition Law (UCL) and Consumer Legal Remedies Act (CLRA). We have jurisdiction under 9 U.S.C. § 16(a)(1)(B), and we reverse.

This court recently held that the Federal Arbitration Act (FAA) preempts California's *Broughton-Cruz* rule, on which the district court based its denial. *See Ferguson v. Corinthian Colls., Inc.*, — F.3d —, No. 11-56965, 2013 WL 5779514, at *1 (9th Cir. Oct. 28, 2013). The plaintiffs' arguments for affirming the district court on alternative grounds fail. The "effective vindication" exception to the FAA does not extend to state statutes, including the UCL and the CLRA. *See id.* at *6. That customers have to arbitrate their claims for injunctive relief against DirecTV whereas DirecTV is unlikely to seek injunctive relief from its customers does not make the arbitration agreement unconscionable. *Cf. Sonic-Calabasas A, Inc. v. Moreno*, 163 Cal. Rptr. 3d 269, 285, 303-04 (2013).

REVERSED AND REMANDED.