businesses that have been found by federal authorities to have violated federal sanctions, respectively..[27]

At issue in *AT&T Mobility, LLC v. Concepcion*[28] was a savings provision of the Federal Arbitration Act (FAA) that made arbitration provisions in contracts "valid, irrevocable and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract."[29] An arbitration provision in their cellular telephone contract forbade plaintiffs from seeking arbitration of an allegedly fraudulent practice by AT&T on a class basis. The Court closely divided over whether the FAA saving clause made this anti-class arbitration provision attackable under California law prohibiting class action waivers in consumer contracts, or whether the savings clause looked solely to grounds for revoking the cellular contract that had nothing to do with the arbitration provision.[30] Another case focused on a preemption clause that preempted certain laws of "a State [or] political subdivision of a State" regulating motor carriers, but excepted "[State] safely regulatory authority." The Court interpreted the exception to allow a safety regulation adopted by a city: "[a]bsent a clear statement to the contrary, Congress's reference to the 'regulatory authority of a State' should be read to preserve, not preempt, the traditional prerogative of the States to delegate their authority to their constituent parts."[31]

Perhaps the broadest preemption section ever enacted, § 514 of the Employment Retirement Income Security Act of 1974 (ERISA), is so constructed that the Court has been moved to comment that the provisions "are not a model of legislative drafting."[32] The section declares that the statute shall "supersede any and all State laws insofar as they now or hereafter relate to any employee benefit plan," but saves to the States the power to enforce "any law . . . which regulates insurance, banking, or securities," except that an employee benefit plan governed by ERISA shall not be "deemed" an insurance company, an insurer, or engaged in the business of insurance for purposes of state laws "purporting to regulate" insur-

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[27] Chamber of Commerce of the United States v. Whiting, 563 U.S. ___, No. 09–115, slip op. (2011) (Breyer and Ginsburg, JJ., dissenting); id (Sotomayor, J., dissenting).

[28] 563 U.S. ___, No. 09–893, slip op. (2011).

[29] 9 U.S.C. § 2.

[30] Writing for the Court, Justice Scalia held, *inter alia*, that the saving clause was not intended to open arbitration provisions themselves to possible scrutiny. 563 U.S. ___, No. 09–893, slip op. (2011). The four dissenting Justices interpreted the saving clause as allowing use of the California law to attack the anti-class arbitration contract provision. Id. (Breyer, J. dissenting).

[31] City of Columbus v. Ours Garage and Wrecker Serv., 536 U.S. 424, 429 (2002).

[32] Metropolitan Life Ins. Co. v. Massachusetts, 471 U.S. 724, 739 (1985), repeated in FMC Corp. v. Holliday, 498 U.S. 52, 58 (1991).