

THOMAS, J., dissenting

SUPREME COURT OF THE UNITED STATES

No. 04–1264

BUCKEYE CHECK CASHING, INC., PETITIONER *v.*
JOHN CARDEGNA ET AL.

ON WRIT OF CERTIORARI TO THE SUPREME COURT OF
FLORIDA

[February 21, 2006]

JUSTICE THOMAS, dissenting.

I remain of the view that the Federal Arbitration Act (FAA), 9 U. S. C. §1 *et seq.*, does not apply to proceedings in state courts. See *Allied-Bruce Terminix Cos. v. Dobson*, 513 U. S. 265, 285–297 (1995) (THOMAS, J., dissenting); *Doctor’s Associates, Inc. v. Casarotto*, 517 U. S. 681, 689 (1996) (same); *Green Tree Financial Corp. v. Bazzle*, 539 U. S. 444, 460 (2003) (same). Thus, in state-court proceedings, the FAA cannot be the basis for displacing a state law that prohibits enforcement of an arbitration clause contained in a contract that is unenforceable under state law. Accordingly, I would leave undisturbed the judgment of the Florida Supreme Court.