

**Preemption Mad Libs™: The *Marmet Health Care* case, 565 U.S. \_\_\_\_ (2012)**

As we all know, the \_\_\_\_\_ Clause says the Constitution is the supreme law of the land, and state courts have to follow it. The Constitution's \_\_\_\_\_ Clause also says that Congress has the exclusive authority to regulate \_\_\_\_\_ commerce.

In 1925, the \_\_\_\_\_ Arbitration Act was enacted; it expressly applies to “a contract evidencing a transaction involving” \_\_\_\_\_ (9 U.S.C. § 2).

Once upon a time, in the State of \_\_\_\_\_, a law was passed. The law said that predispute arbitration agreements could not be used in \_\_\_\_\_.

Eventually, this issue came to be litigated, and the highest court in the State of \_\_\_\_\_ eventually ruled to uphold the statute banning the use of predispute arbitration agreements in \_\_\_\_\_.

This issue was ultimately taken up by the United States Supreme Court, which ruled in the *Marmet Health Care* case, 565 U.S. \_\_\_\_ (2012), that the state's law was preempted by the \_\_\_\_\_ Act, because the state law singled out arbitration agreements for negative treatment and did not treat them like “any other” contract.