IN THE

Supreme Court of the United States

KANSAS CITY LIFE INSURANCE COMPANY,

Applicant,

v.

CHRISTOPHER Y. MEEK, INDIVIDUALLY AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED,

Respondent.

APPLICATION FOR EXTENSION OF TIME TO FILE PETITION FOR WRIT OF CERTIORARI

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RULE 26.9 STATEMENT

Kansas City Life Insurance Company ("KCL") has no parent corporation, and no publicly-held corporation owns 10% or more of its stock. KCL has shares that are owned by members of the public, which shares are traded through the OTCQX Marketplace, an electronic inter-dealer quotation and trading system.

TO THE HONORABLE BRETT M. KAVANAUGH, ASSOCIATE JUSTICE OF THE SUPREME COURT OF THE UNITED STATES AND CIRCUIT JUSTICE FOR THE EIGHTH CIRCUIT:

Pursuant to this Court's Rules 13.5 and 30.2, applicant Kansas City Life Insurance Company ("KCL") respectfully requests an extension of 29 days, up to and including Friday, May 9, 2025, to file a petition for certiorari in this matter. On January 10, 2025, the United States Court of Appeals for the Eighth Circuit issued its opinion (Exhibit A) and judgment (Exhibit B). Absent an extension of time, the petition would be due on April 10, 2025. Petitioners are filing this Application more than ten days before that date. *See* S. Ct. R. 13.5. This Court would have jurisdiction over the judgment under 28 U.S.C. 1254(1).

1. This case presents a circuit split on an important issue of Article III standing: Whether a class may be certified where some members suffered only legal injury from a pure breach of contract with no monetary harm. Below, the Eighth Circuit held that pure breach of contract was a judicially cognizable interest for standing purposes. In doing so, it split from the Seventh Circuit. *See Dinerstein v. Google, LLC*, 73 F.4th 502 (7th Cir. 2023).

2. In the case below, the district court certified a Kansas class of policyholder claiming that KCL breached their universal life insurance policies in determining cost-of-insurance rates. *See* Exh. A at 1-2. KCL argued among other things that class certification was improper because many class members lack standing. *See id.* a 4; *TransUnion LLC v. Ramirez*, 594 U.S. 413, 431 (2021).

3. A plaintiff must show, through all stages of litigation, "he suffered an injury in fact that is concrete, particularized, and actual ... likely caused by the defendant; and ... redress[able] by judicial relief." *TransUnion*, 594 U.S. at 423. "*Every* class member must have Article III standing in order to recover individual damages" and "for each claim that they press," *id.* at 431 (emphasis added). Only class members who have been "*concretely harmed*" satisfy the injury-in-fact requirement. *Id.* at 427. Legal violations alone, "divorced from any concrete harm," do not suffice. *Spokeo, Inc. v. Robins*, 578 U.S. 330, 341 (2016); *see TransUnion*, 594 U.S. at 426.

4. Here, some class members suffered no concrete harm because KCL's cost-of-insurance rate resulted in lower charges, for them, than the charges would be under the plaintiff's theory. *See* Exh. A at 4. Because they suffered no actual monetary harm from the purported breach of contract, those class members lacked a "concrete, particularized, and actual" injury. *TransUnion*, 594 U.S. at 423.

5. The Eighth Circuit ruled that breach of contract alone afforded standing across the class: "The members of the class suffered a concrete harm when Kansas City Life breached their insurance contracts, 'a judicially cognizable interest for standing purposes.'" Exh. A at 4 (citing *Stuart v. State Farm Fire & Cas. Co.,* 910 F.3d 371, 377 (8th Cir. 2018)). After *TransUnion*, the Seventh Circuit held the opposite: "[A] breach of contract alone—without any actual harm—is purely an injury in law, not an injury in fact." *Dinerstein*, 73 F.4th at 522.

6. In *Laboratory Corporation of America Holdings v. Davis* (No. 24-304), this Court has accepted the question "whether a federal court may certify a class action when some of its members lack any Article III injury." This case asks whether a class may be certified when such members suffer only pure breach of contract.

7. Appellate attorneys for petitioner have had numerous briefing and oral argument conflicts during the period in which to seek certiorari, including: oral argument on March 21 in *United Steel, Paper and Forestry, Rubber, Mfg., Energy, Allied Indust'l and Service Workers Internat'l Union v. EPA*, CADC No. 24-1151; oral argument on March 24 in *Riley v. Bondi*, U.S. No. 23-1270; mandamus briefing deadline on March 27 in *Zurich Am. Ins. Co. v. Bloomin Brands*, Nev. S. Ct. No. 89236; pre-trial briefing deadlines on March 21 and 31 as appellate counsel in *Fluor Corp. v. Zurich Am. Ins. Co.*, E.D.Mo. No. 4:16-cv-429; and an arbitration hearing on April 11.

8. Applicant requests a modest extension to assess and prepare a petition that fully addresses the important standing issues and circuit split raised by the decision below.

9. Accordingly, KCL respectfully requests an extension of 29 days of the time in which to file its petition for certiorari, up to and including May 9, 2025.

Respectfully submitted,

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