Supreme Court, U.S.
FILED
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No. 25A1234

IN THE

SUPREME COURT OF THE UNITED STATES

KEVIN LEE BIGLOW,

Applicant,

v.

DELL TECHNOLOGIES INC.,

Respondents.

EMERGENCY APPLICATION FOR STAY OF THE MANDATE PENDING PETITION FOR WRIT OF CERTIORARI

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PARTIES TO THE PROCEEDING AND RELATED PROCEEDINGS

This application arises from the United States Court of Appeals for the Tenth Circuit.

Applicant is Kevin Lee Biglow, a citizen of the United States, 5602 E. 19th Street Wichita, Kansas 67208.

Respondent is Dell Technologies, Inc., a United States Corporation

RELATED PROCEEDINGS

1. In the Supreme Court of the United States: No related proceedings have been filed in this Court.

2. In the United States Court of Appeals for the Tenth Circuit: *Kevin Lee Biglow v. Dell Technologies, Inc.*, Case No. 25-3007

3. In the United States District Court for the District of Kansas: *Kevin Lee Biglow v. Leon Wilkerson, et al.*, Case No. 2:24-cv-02563-KHV-BGS (pending attorney malpractice action arising from the same underlying arbitral proceedings)

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I. INTRODUCTION

This Emergency Application is timely filed under Federal Rule of Appellate Procedure 41(b). The Tenth Circuit entered its Order denying rehearing on April 20, 2026; **the mandate has not yet issued but is imminent.** Applicant will file a Petition for Writ of Certiorari within 90 days. A stay is required to prevent irreparable harm: the mandate would finalize a judgment that contradicts the indisputable Record on Appeal, ignores binding judicial admissions, and sanctions structural Due Process violations that "offend the tribunal's sense of justice."

Applicant Kevin Lee Biglow seeks this stay because **the arbitrator exceeded his powers under 9 U.S.C. § 10(a)(4)** by exercising jurisdiction over claims explicitly excluded by Clause **3(c)** of the Mutual Agreement to Arbitrate (MAA)—a jurisdictional bar that divested the arbitrator of authority from the outset. **This application demonstrates that the underlying award meets all four grounds for vacatur under 9 U.S.C. § 10(a)**, as it was procured through a deliberate scheme of fraud, corruption, and the obstruction of a federal OFCCP audit. The Tenth Circuit's Opinion reconstructs the procedural history, inverting timelines to excuse **the unlawful appointment of a struck arbitrator** and omitting a **54-day communication blackout** used to suppress **sixteen authenticated audio recordings** and Applicant's protected whistleblower activity. Judicial integrity requires this Court to stay the mandate so the Supreme Court may decide whether the FAA permits enforcement of awards rooted in jurisdictional defiance and procedural fraud.

II. STATEMENT OF THE CASE

This appeal arises from the District Court's decision denying Applicant's Motion to Vacate the arbitration award. The proceedings were initiated in good faith on July 27, 2021, when Applicant, acting *pro se*, contacted JAMS and Respondent to inquire about proper arbitration procedures. However, the foundational validity of the arbitration was compromised when the District Court compelled arbitration by relying on the general "any and all disputes" language of Clause 2(a) while failing to conduct an in-depth analysis of **Clause 3(c)**—a specific exclusion that expressly bars Title VII claims for defense contractors supporting Boeing Defense Contracts, a category Applicant **occupied** as a worker supporting Department of Defense appropriations. Despite this jurisdictional bar, Arbitrator Ware improperly asserted authority over and subsequently dismissed these excluded claims.

The procedural integrity of the case was further eroded by documented ex parte communications between the second appointed and unlawfully appointed Arbitrator McGahey, and Respondent's counsel in violation of JAMS Rule 14, as confirmed by JAMS Case Manager Charmain Ogren. These communications included an undocumented scheduling conference that was later cited in Respondent's Motion for Summary Disposition but never formally disclosed to Applicant.

The misconduct escalated following a May 15, 2024, meeting where Respondent's counsel, made an inappropriate request to Arbitrator Ware,, responded to Respondent's counsel, **"you know I can't do that Mr. Hahn"**, after having the request rejected by Arbitrator Ware, the Respondent stated, **"Well, Judge, I'm in a Box."** After this

exchange, and what the Applicant believes circumstantial evidence supports initiated the **54-day communication blackout** during which the Arbitrator, JAMS, and Respondent ceased all communication with Applicant, disregarding the pending Motion to Compel (ROA Vol. 3 at 147) and other pending pleadings. This blackout ended abruptly on **July 8, 2024**, when Arbitrator Ware dismissed all of Applicant's claims without a hearing, in direct violation of his own Scheduling Orders No. 1 and No. 2.

Throughout the litigation, the record was marred by egregious inaccuracies and omissions. The **July 28, 2022, Joint Status Report** directly contradicts the arbitrator's later claim that "extensive discovery" occurred in 2022; in reality, discovery had been stayed for 13 months. Furthermore, the District Court failed to address the merits of **Applicant's** 134-page Motion to Vacate—including dispositive arguments regarding equitable tolling and the fabricated 90-day deadline, which was disproven by **Respondent's** own sworn admission in the **April 1, 2022, Joint Status Report**. Despite the gravity of these claims, **Respondent** offered no substantial evidence to counter these critical points in its own limited 11-page response. By ignoring these manifest errors, the lower courts sanctioned an award procured through fraud, corruption, and the active obstruction of a federal OFCCP audit.

III. STATEMENT OF JURISDICTION

A. **The Tenth Circuit's Appellate Jurisdiction:** The underlying appeal (Case No. 25-3007) arises from the United States District Court for the District of Kansas, which entered an Order on September 25, 2024, denying Applicant's Motion to Vacate the arbitration award and confirming the award under 9

U.S.C. § 9 (Case No. 2:20-cv-02563-KHV-BGS). The District Court had original jurisdiction under 28 U.S.C. § 1331 (federal question) and 28 U.S.C. § 1337 (Commerce Clause). The Tenth Circuit had jurisdiction over the final order of the District Court under 28 U.S.C. § 1291.

B. **The Supreme Court's Certiorari Jurisdiction:** This Application is filed under Federal Rule of Appellate Procedure 41(b) and seeks a stay of the Tenth Circuit's mandate pending the filing of a Petition for Writ of Certiorari. The Supreme Court has jurisdiction to review final judgments of the Tenth Circuit under 28 U.S.C. § 1254(1). A timely Petition for Writ of Certiorari will be filed within 90 days of the date of the Tenth Circuit's final judgment.

C. **Timeliness:** The Tenth Circuit entered its judgment on March 24, 2026, and denied the Petition for Rehearing and Petition for Rehearing En Banc on April 20, 2026. The mandate has not yet issued. This Emergency Application is timely filed under FRAP 41(b), which permits a party to move for a stay of the mandate pending filing a petition for writ of certiorari.

IV. QUESTIONS PRESENTED

A. The Jurisdictional Question Whether the arbitrator exceeded his powers under **9 U.S.C. § 10(a)(4)** by exercising jurisdiction over claims explicitly excluded by **Clause 3(c)** of the Mutual Agreement to Arbitrate (which excludes disputes involving employment as a federal government contractor), thereby ignoring the **Franken Amendment**, Department of Defense Appropriations Act, 2010, Pub. L. No. 111-118, § 8116, 123 Stat. 3409, 3454-55, protections, and whether

the Tenth Circuit's failure to enforce this plain contractual exclusion—while simultaneously fabricating procedural requirements—constitutes a **manifest disregard for the law** under *Stolt-Nielsen S.A. v. AnimalFeeds Int'l Corp.*, 559 U.S. 662 (2010).

B. The Structural Integrity Question: Whether the arbitral proceedings were **void ab initio** where: **(a)** the Tenth Circuit's finding that counsel was retained after September 2023 constitutes a **manifest error of fact** when the Retainer Agreement and forensic metadata demonstrate representation began February 7, 2023; **(b)** an arbitrator previously "struck" by a party was unlawfully appointed and immediately issued an **undocumented verbal order** permitting dispositive motions while discovery was at a 13-month impasse; **(c)** the subsequent arbitrator allowed this unauthorized order to supersede formal Scheduling Orders, resulting in a dismissal without a hearing in violation of **9 U.S.C. § 10(a)(3)** and **(a)(4)**; and **(d)** the arbitrator engaged in **ex parte communications** before the first preliminary conference (evidenced by his statement "I already know what the parties want here"), in violation of **9 U.S.C. § 10(a)(2)** and **(a)(4)**.

C. The Due Process Question Whether the arbitral award must be vacated where the arbitrator imposed a **54-day evidentiary blackout (May 15-July 8, 2024)**—refusing to rule on Applicant's Motion to Compel, Emergency Brief, and Letter of Inquiry—while simultaneously **suppressing sixteen authenticated audio recordings** central to Applicant's claims, thereby constituting a **refusal**

to hear evidence under **9 U.S.C. § 10(a)(3)** and violating fundamental fairness under the **Due Process Clause**.

D. **The Factual Integrity Question** Whether the award was procured by **undue means** under **9 U.S.C. § 10(a)(1)** where: **(a)** the arbitrator falsely stated the parties "engaged in extensive discovery" when a 13-month discovery stay was in effect; **(b)** a **90-day deadline was fabricated** and enforced contrary to Dell's **judicial admission** in the Joint Status Report that Applicant's demand was "Timely"; and **(c)** an **inequitable double standard** was applied by enforcing waiver against a pro se litigant while allowing a represented party to revive waived defenses.

E. **The Fraud and Record Accuracy Question** Whether the proceedings were tainted by **fraud upon the court** warranting vacatur under **9 U.S.C. § 10(a)(1)** where: **(a)** seven dispositive Joint Status Reports were **concealed** from the appellate record; **(b)** the PACER docket was **falsified** to reflect a "Voluntary Dismissal" that never occurred, violating **18 U.S.C. § 2071**; and **(c)** the **Crime-Fraud Exception** applies to attorney-client privilege where counsel is alleged to be a material witness in a scheme to obstruct filing.

F. **The Judicial Process Question** Whether the Tenth Circuit violated the **party presentation principle** under *United States v. Sineneng-Smith*, 590 U.S. 371 (2020), by issuing a **prejudicial admonishment** regarding AI use without forensic analysis or specific examples, and whether the Court may bar mandatory arbitration of **Title VII claims for defense contractors** regardless

of perceived briefing quality under the **Franken Amendment** and **Clause 3(c)**.

V. REASONS FOR GRANTING THE STAY

A stay is warranted under the standards set forth by this Court. **Applicant** must show **(1)** a reasonable probability that four Justices will consider the issues sufficiently meritorious to grant certiorari; **(2)** a fair prospect that a majority of the Court will vote to reverse the judgment below; and **(3)** a likelihood that irreparable harm will result from the denial of a stay. All factors weigh decisively in favor of a stay.

A. There Is a Reasonable Probability Certiorari Will Be Granted.

The six questions presented are not fact-bound errors but structural breakdowns that implicate the core principles of the Federal Arbitration Act (FAA) and the Due Process Clause.

1. **Lack of Subject Matter Jurisdiction Rendering the Award Void.** The arbitrator's complete lack of jurisdiction is dispositive. **Clause 3(c)** of the MAA and the **Franken Amendment** explicitly remove **Applicant's** Title VII claims from mandatory arbitration because he occupied a role as a defense contractor. By ignoring this plain language, the arbitrator exceeded his powers entirely.

   Federal courts are not venues for 'generalized grievances,' and a party must demonstrate a 'personal and particularized' injury to invoke federal jurisdiction. *Hollingsworth v. Perry*, 570 U.S. 693, 706 (2013). Because the arbitrator ignored the jurisdictional bar of the Franken Amendment and Clause 3(c), the resulting award is a legal nullity. Proceeding without a 'personal stake' derived from a

valid jurisdictional foundation violates Article III standards. *Id.* at 705.

2. **Fatal Structural and Due Process Defects.** The arbitral proceedings suffered from a procedural collapse that violates the core tenets of the FAA. The appointment of a "struck" arbitrator (McGahey) is a jurisdictional defect of the highest order. This unlawfully appointed arbitrator immediately issued an **undocumented verbal order** authorizing dispositive motions—effectively bypassing the 13-month discovery impasse and setting a prejudicial foundation that the third arbitrator (Ware) refused to vacate. This structural error was compounded by the Tenth Circuit's "Timeline Inversion," which falsely suggested counsel was retained after September 2023 to excuse the appointment, despite a Retainer Agreement dated February 7, 2023. Finally, the 54-day communication blackout following **Respondent's** "in a Box" admission constituted a functional denial of a hearing.

3. **Circuit Split on Arbitrator Partiality.** The standard for arbitrator disqualification remains fractured among the circuits. This case is an ideal vehicle to clarify the standard announced in *Commonwealth Coatings*.

B. There Is a Fair Prospect of Reversal.

The Tenth Circuit's decision is indefensible because the record demonstrates multiple grounds for vacatur under **9 U.S.C. § 10(a)**.

1. **The Factual Integrity Question: The "Timeline Inversion."** The Tenth Circuit's opinion is rooted in a manifest error of fact that ignores the physical

record. The panel concluded that counsel was retained after September 2023, even though the **Retainer Agreement** proves representation began **February 7, 2023**. This "Timeline Inversion" was used to excuse the unlawful appointment of a struck arbitrator and constitutes a manifest disregard for the truth of the record.

2. **Statutory Grounds for Vacatur.**

    - **§ 10(a)(4) – Exceeding Powers**: The arbitrator ignored the jurisdictional bar of **Clause 3(c)**.

    - **§ 10(a)(3) – Misconduct**: The **54-day blackout** and suppression of sixteen authenticated audio recordings denied **Applicant** a fair hearing.

    - **§ 10(a)(2) – Evident Partiality**: The arbitrator's *ex parte* communications create a "reasonable impression of partiality".

    - **§ 10(a)(1) – Corruption or Undue Means**: The award was procured through material falsehoods, such as the claim of "extensive discovery" during a 13-month stay.

C. Applicant Will Suffer Immediate and Irreparable Harm.

If the stay is denied, the Tenth Circuit's mandate will issue, finalizing a judgment that contradicts the Record on Appeal.

- **Extinguishment of Rights**: **Applicant's** statutory rights under Title VII will be permanently extinguished without a hearing by a tribunal with proper

jurisdiction.

- **Res Judicata**: The confirmed award will bar **Applicant** from re-filing claims in the proper judicial forum permitted by the **Franken Amendment**.
- **Loss of Judicial Integrity**: Allowing this award to stand validates a process tainted by fraud and the active obstruction of a federal OFCCP audit.

The balance of equities tips sharply in **Applicant's** favor. Granting the stay merely preserves the status quo, while the harm to **Respondent** from a temporary delay is minimal compared to the permanent loss of **Applicant's** legal rights.

VI. CONCLUSION

The Record on Appeal and the plain text of the Mutual Agreement to Arbitrate demonstrate that the Tenth Circuit has sanctioned an arbitration award procured through jurisdictional defiance, procedural fraud, and manifest errors of fact. To permit the mandate to issue under these circumstances would result in irreparable harm to the Applicant and would undermine the integrity of the federal judicial process and the protections of the **Franken Amendment**.

For the foregoing reasons, Applicant **Kevin Lee Biglow** respectfully requests that this Court issue an **IMMEDIATE ADMINISTRATIVE STAY** to preserve the status quo. Upon further consideration, Applicant requests that the Court **grant this Emergency Application for a Stay of the Mandate** of the United States Court of Appeals for the Tenth Circuit, pending the timely filing and final disposition of a Petition for Writ of Certiorari.

Respectfully submitted,

APPLICANT – PRO SE

Dated: May 1, 2026

Kevin Lee Biglow

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(316) 644-6597

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CERTIFICATE OF SERVICE

I, **Kevin Lee Biglow**, do hereby certify that on this **May 1, 2026**, as required by **Supreme Court Rule 29**, I have served the enclosed **EMERGENCY APPLICATION FOR AN IMMEDIATE ADMINISTRATIVE STAY AND STAY OF THE MANDATE** on each party to the proceeding by depositing an envelope containing the above documents with a **third-party commercial carrier (FedEx/UPS) for overnight delivery**, properly addressed to the following:

Counsel for Respondents: Sarah E. Welch Austin M. Gassen Stinson LLP 1201 Walnut Street, Suite 2900 Kansas City, MO 64106

I further certify that an original and two copies of the Application have been sent via **third-party commercial carrier for overnight delivery** to:

Clerk of the Court Supreme Court of the United States 1 First Street, NE Washington, DC 20543

All parties required to be served have been served.

APPLICANT – PRO SE

Dated: May 1, 2026

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APPENDICES:

1. **APPENDIX A**: Opinion of the U.S. Court of Appeals for the Tenth Circuit
2. **APPENDIX B**: Order Denying Petition for Rehearing

APPENDIX A: Opinion of the U.S. Court of Appeals for the Tenth Circuit

FILED
United States Court of Appeal
Tenth Circuit

March 24, 2026

Christopher M. Wolpert
Clerk of Court

UNITED STATES COURT OF APPEALS

FOR THE TENTH CIRCUIT

KEVIN LEE BIGLOW,

Plaintiff - Appellant,

v.

DELL TECHNOLOGIES INC.,

Defendant - Appellee.

No. 25-3007
(D.C. No. 2:20-CV-02563-KHV-BGS)
(D. Kan.)

ORDER AND JUDGMENT[*]

Before **CARSON**, **BALDOCK**, and **KELLY**, Circuit Judges.

Kevin Lee Biglow, appearing pro se, appeals the district court's orders compelling him to arbitrate his claims against Dell Technologies, Inc. ("Dell"), and denying his motion to vacate the arbitration award in Dell's favor. Exercising jurisdiction under 28 U.S.C. § 1291 and 9 U.S.C. § 16(a)(3), we affirm. We also warn Biglow about what appears to be his misuse of generative artificial intelligence in researching and drafting his reply brief and several motions.

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[*] After examining the briefs and appellate record, this panel has determined unanimously that oral argument would not materially assist in the determination of this appeal. *See* Fed. R. App. P. 34(a)(2); 10th Cir. R. 34.1(G). The case is therefore ordered submitted without oral argument. This order and judgment is not binding precedent, except under the doctrines of law of the case, res judicata, and collateral estoppel. It may be cited, however, for its persuasive value consistent with Fed. R. App. P. 32.1 and 10th Cir. R. 32.1.

I. INTRODUCTION

The parties are familiar with the facts, so we set them out briefly here and in more detail as relevant to our discussion of Biglow's issues on appeal.

Dell hired Biglow in 2012. In 2018, Dell presented its employees with a Mutual Agreement to Arbitrate Claims ("MAA") and informed them that those who did not sign it would not be eligible for future Long-Term Incentive ("LTI") grants. Biglow signed the MAA, which provided that he agreed to arbitrate "any and all dispute(s) arising out of or related to [his] employment and/or separation from employment with Dell." R. vol. I at 126. More specifically, the MAA provided that it applied, "without limitation, to all disputes or claims arising out of or relating to [his] employment relationship with" Dell, "including, but not limited to: (i) discrimination or harassment based on any characteristic protected by law; (ii) retaliation; (iii) torts; [and] (iv) all employment related laws, including, but not limited to, Title VII of the Civil Rights Act" and "the Equal Pay Act." *Id.*

Dell terminated Biglow's employment in 2019. In 2020, after receiving a right-to-sue letter from the U.S. Equal Employment Opportunity Commission ("EEOC"), Biglow filed the action underlying this appeal pro se. Biglow, who is African American, alleged that Dell paid him less than similarly situated Caucasian co-workers, assigned him to perform in positions beneath his managerial position but did not require his Caucasian counterparts to do so, and retaliated against him for challenging the compensation system. He asserted violations of the Equal Pay Act,

Title VII (discrimination and retaliation), and Kansas labor and anti-discrimination laws.

Dell moved to compel arbitration. The district court granted Dell's motion. The court observed that Biglow had "not dispute[d] that he signed" the MAA or "that it covers his claims of employment discrimination and retaliation." *Id.* at 310. The court rejected Biglow's arguments that (1) he signed the MAA under duress; (2) Dell impermissibly conditioned his continued employment on signing the MAA; (3) Dell misrepresented that the MAA was similar to prior arbitration agreements, and therefore Biglow did not know he was signing an agreement to arbitrate; and (4) Dell exercised undue influence over him.

Biglow then filed a demand for arbitration with JAMS Denver, a provider of alternative dispute resolution services. After the first appointed arbitrator withdrew, JAMS Denver appointed a second arbitrator, the Honorable Robert L. McGahey (Ret.). A few months later, however, JAMS informed the parties that Arbitrator McGahey's appointment was an administrative error on its part because Biglow had originally struck him from the list of neutral arbitrators. The arbitration was then transferred to JAMS San Francisco, and the Honorable James Ware (Ret.) was appointed as the arbitrator.

Meanwhile, after Arbitrator McGahey's appointment, Biglow retained counsel, who filed an amended arbitration demand asserting sixteen claims. Dell filed a motion for summary disposition, and soon after, Biglow discharged his attorney

because he suspected the attorney was colluding and conspiring with Dell's in-house counsel.

After his appointment, Arbitrator Ware ordered the parties to resubmit their briefing on Dell's motion for summary disposition and allowed Biglow to provide supplemental briefing on the motion. Arbitrator Ware then granted Dell's motion, concluding that Biglow's claims failed as a matter of law for various reasons, including untimeliness, failure to state a cognizable claim, and reliance on federal statutes, regulations, policies, and procedures that do not provide a private right of action. Arbitrator Ware entered a final arbitration award.

Biglow returned to the district court and filed a motion to vacate the arbitration award, which Dell opposed. The district court denied the motion. Biglow appeals.

II. DISCUSSION

Biglow identifies sixteen[1] issues on appeal involving either the district court's order compelling arbitration or its order denying his motion to vacate the arbitration award. We group them in that manner. We afford Biglow's pro se filings a liberal construction, but we do not act as his advocate. *See Garrett v. Selby Connor Maddux & Janer*, 425 F.3d 836, 840 (10th Cir. 2005).

A. Issues concerning order compelling arbitration

Three of Biglow's issues (one, three, eleven) involve the district court's order compelling arbitration. "We review a district court's grant or denial of a motion to

[1] Biglow's issues are numbered one through seventeen, but there is no issue numbered four. We identify the issues according to Biglow's numbering.

compel arbitration *de novo*, applying the same legal standard employed by the district court." *Armijo v. Prudential Ins. Co. of Am.*, 72 F.3d 793, 796 (10th Cir. 1995).

1. Issue One: Failure to critically analyze the arbitration agreement

In his opening brief, Biglow argues that the district court erred by not analyzing whether Clause 3(c) of the MAA precluded arbitration of his claims.[2] However, he does not explain how Clause 3(c) precluded arbitration. Biglow has therefore inadequately briefed the issue. Consequently, he has waived appellate review of this issue. *See Sawyers v. Norton*, 962 F.3d 1270, 1286 (10th Cir. 2020) (explaining that "arguments that are inadequately presented in an opening brief, such as those presented only in a perfunctory manner," are "abandoned or waived" (brackets, ellipsis, and internal quotation marks omitted)).[3]

2. Issue Three: Failure to review Title VII claims

Biglow argues that the district court did not "sufficiently inquire into whether [he] knowingly and voluntarily agreed to arbitrate his Title VII claims, and whether

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[2] Clause 3(c) provides: "Claims against a defense contractor that may not be the subject of a mandatory arbitration agreement as provided by any Department of Defense Appropriations Act and their implementing regulations are excluded from the coverage of [the MAA]." R. vol. 1 at 127.

[3] In its appellate brief, Dell surmises that Biglow's argument must rest on 48 C.F.R. § 222.7402, which disentitles contractors from receiving government defense funding unless they agree not to condition employment on an employee's agreement to arbitrate Title VII claims. Dell then explains that the argument fails because there is no evidence that signing the MAA was a condition of Biglow's employment. Dell further explains that, at most, refusing to sign would have rendered Biglow ineligible for certain LTI grants. But as the district court found, there was no evidence that Biglow ever received or was entitled to any LTI grants. Thus, it appears to us that Biglow's reliance on Clause 3(c) is misplaced.

the [MAA] would prevent him from effectively vindicating those rights." Aplt. Opening Br. at 21. Dell contends that Biglow has waived this argument because he failed to raise it in the district court and has not argued for plain-error review on appeal. We agree. Biglow has therefore waived appellate consideration of issue three. *See United States v. Leffler*, 942 F.3d 1192, 1196 (10th Cir. 2019) ("When an appellant fails to preserve an issue [by not raising it in district court] and also fails to make a plain-error argument on appeal, we ordinarily deem the issue waived (rather than merely forfeited) and decline to review the issue at all—for plain error or otherwise.").

In his reply brief, Biglow asserts that because Dell never raised waiver or pleaded waiver as an affirmative defense in the district court, Dell cannot now argue that he has waived any arguments on appeal.[4] We reject this assertion. Dell's arguments concerning forfeiture and waiver on appeal are properly made in the first instance in this court because the waiver issue is whether Biglow is presenting arguments on appeal that he did not present to the district court. In order to assert forfeiture and waiver on appeal, Dell was not required to first anticipate arguments Biglow might have made in the district court and then argue to the district court that he had not made them.

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[4] Biglow makes a similar argument in a motion to strike he has filed in this court. In both instances he relies in part on fabricated case law to support his argument. We address these and other case fabrications in Part III of this decision.

Biglow also suggests that Dell cannot raise "any defenses on appeal under [Fed. R. Civ. P.] 8(c)(1)" because it failed to assert them in the district court. Aplt. Reply Br. at 3. We disagree. A litigant may waive an affirmative defense if not included in a response to a pleading. *See* Fed. R. Civ. P. 8(b)(1)(A) ("In responding to a pleading, a party must . . . state in short and plain terms its defenses to each claim asserted against it."); *Bentley v. Cleveland Cnty. Bd. of Cnty. Comm'rs*, 41 F.3d 600, 604 (10th Cir. 1994) ("Failure to plead an affirmative defense results in a waiver of that defense." (citing Fed. R. Civ. P. 8(c)). But Dell did not file a responsive pleading to Biglow's complaint, such as an answer. Instead, Dell filed a motion to compel arbitration. Dell was not obligated to assert any affirmative defenses in that motion. *See Fontenot v. Crow*, 4 F.4th 982, 1057 n.46 (10th Cir. 2021) ("An answer is a pleading, but a motion is not."). Nor was Dell obligated to assert any affirmative defenses in response to Biglow's motion to vacate, because a motion is not a pleading. *See id.* Furthermore, although Dell declined to specifically respond to those portions of the 221-paragraph statement of facts and accompanying exhibits that had nothing to do with the merits of Biglow's motion to vacate, Dell substantively responded to the portions of Biglow's motion to vacate that were germane at the motion-to-vacate stage. We therefore reject Biglow's contention that Dell has waived any of the arguments it raises on appeal.

3. Issue Eleven: Improper delegation

On issue eleven, Biglow argues that the district court "improperly delegated threshold arbitrability questions to the arbitrator without first determining whether a

valid agreement to arbitrate existed and what its scope encompassed." Aplt. Opening Br. at 41. But the district court did nothing of the sort; it ruled on arbitrability. We reject this argument.[5]

B. Issues concerning denial of motion to vacate award

The remainder of Biglow's issues involve the district court's order denying his motion to vacate the arbitration award. In reviewing such an order, "we review questions of law de novo" and any "factual findings for clear error." *Bowen v. Amoco Pipeline Co.*, 254 F.3d 925, 931 (10th Cir. 2001). But we must "give great deference to an arbitrator's decision" because "[o]ur powers of review [are] among the narrowest known to the law." *Dish Network, LLC v. Ray*, 900 F.3d 1240, 1243 (10th Cir. 2018) (internal quotation marks omitted).

Under § 10 of the Federal Arbitration Act ("FAA"), a district court is only permitted to vacate an arbitration award if it finds that (1) the award was procured by corruption, fraud, or undue means; (2) there was evident partiality or corruption in the arbitrator; (3) the arbitrator was guilty of misconduct in refusing to postpone a hearing, in refusing to hear evidence, or in misbehaving in some other way; or (4) the arbitrator exceeded their powers or imperfectly executed them. 9 U.S.C. § 10(a)(1)–(4). We have determined that vacatur is "also appropriate when the arbitration award violates public policy, when the arbitrator did not conduct a

[5] In his eleventh issue, Biglow also reiterates his conclusory Clause 3(c) arbitrability argument. But we have already ruled that he has waived appellate review of that argument.

fundamentally fair hearing, or when an arbitrator's decision is based on a manifest disregard of the law, defined as willful inattentiveness to the governing law." *Dish Network*, 900 F.3d at 1243 (internal quotation marks omitted).[6]

With these principles in mind, we address Biglow's remaining issues, grouping them topically where appropriate and addressing them in the most convenient order.

1. Issues Two, Five, Fourteen, Fifteen: Arbitrator misconduct

In issues two, five, fourteen, and fifteen, Biglow argues that vacatur of the arbitration award is warranted because Arbitrator Ware (1) never ruled on his motion to compel production or his request to delay ruling on Dell's motion for summary disposition until after completion of discovery; (2) deprived him of due process by failing to respond to Biglow's "letter of inquiry," which "raised allegations central to the fairness of the proceedings," Aplt. Opening Br. at 23; (3) ruled on the merits without addressing the letter of inquiry, without holding a hearing, and in violation of his own scheduling order; and (4) falsely stated that the parties had "engaged in extensive discovery from March 2022 through December 2022," when record evidence shows they had not, *id.* at 58. Biglow also contends that the appointment of the second arbitrator (McGahey) "raises serious questions about the impartiality of

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[6] We have observed that "the Supreme Court cast doubt on the vitality of [these] judicially created reasons in *Hall Street Associates, L.L.C. v. Mattel, Inc.*, 552 U.S. 576 (2008)." *Mid Atl. Cap. Corp. v. Bien*, 956 F.3d 1182, 1190 n.3 (10th Cir. 2020) (parallel citations omitted); *see Hall St. Assocs.*, 552 U.S. at 584 ("We now hold that [9 U.S.C.] §§ 10 and 11 respectively provide the FAA's exclusive grounds for expedited vacatur and modification."). We need not decide whether any judicially created reasons to vacate an award survive *Hall Street*, because even if they do, Biglow has not shown that any warrant reversal here.

the proceedings" because Biglow had previously struck him from the list of potential arbitrators, thus warranting vacatur of the arbitration award under § 10(a)(1). *Id.* at 59.

Biglow's arguments fail to show that the arbitration award should be vacated. In early April 2024, soon after his appointment, Arbitrator Ware issued a scheduling order setting a July 19, 2024, deadline for dispositive motions and specifying August 16, 2024, as the date for a telephonic hearing on any dispositive motion "if one is filed." R. vol. III at 630 (italics omitted). He also noted that Dell had already submitted dispositive motions and that the case manager would "connect with the parties to set a hearing on [those] Motions." *Id.* But on May 23, 2024, he informed the parties that he would "proceed with evaluating [Dell's] fully briefed [motion for summary disposition]" and would set a "hearing if it becomes necessary." R. vol. II at 95. Arbitrator Ware then allowed Biglow to submit two supplemental briefs regarding summary disposition. In his final decision, Arbitrator Ware stated that he had considered all of the parties' written submissions, and that if his decision differed from any party's position, it was due to his "determinations as to relevance and legal analysis." R. vol. III at 735. He denied as moot Biglow's motion to compel discovery.

We fail to see in these procedures any fundamental unfairness or evidence of fraud, corruption, or undue means. Biglow has not explained, nor is it apparent, how discovery or a hearing on the merits would have assisted him in avoiding an adverse ruling on any of his claims given that Arbitrator Ware dismissed the claims on legal

grounds readily discernible from the parties' briefing. *See Sheldon v. Vermonty*, 269 F.3d 1202, 1207 (10th Cir. 2001) ("[I]f a party's claims are facially deficient and the party therefore has no relevant or material evidence to present at an evidentiary hearing, the arbitration panel has full authority to dismiss the claims without permitting discovery or holding an evidentiary hearing."). Biglow also has not explained what bearing, if any, Arbitrator Ware's understanding of the extent to which the parties had engaged in discovery or his failure to expressly address the allegations in Biglow's letter of inquiry had on Arbitrator Ware's analysis of the legal merits of Biglow's claims.[7] Thus, Biglow's arguments in these four issues fail to demonstrate any basis for vacatur. At most, these arguments amount to a disagreement with the manner in which Arbitrator Ware conducted the arbitration, which is not a ground for vacatur of an arbitration award, and a refusal to accept that an arbitration is amenable to summary disposition on purely legal grounds.

2. Issue Six: Denial of evidentiary hearing on motion to vacate

In issue six, Biglow argues that the district court erred when it denied his request for an evidentiary hearing on his motion to vacate so that he could

[7] In the letter of inquiry, Biglow alleged that Dell and its in-house counsel engaged in "fraudulent and criminal behavior" by "obstructing [Biglow's] efforts to secure legal representation, as well as colluding and conspiring with [his] former counsel," and by "offer[ing] enticing incentives to convince [Biglow's] attorney not to object to the appointment of Judge McGahey as the [second] arbitrator," whose "main objective was to unlawfully dismiss [Biglow's] claims." R. vol. III at 672.

demonstrate Arbitrator Ware's misconduct.[8] But Biglow has not identified any material evidence he might have submitted at a hearing or, if he has any such evidence, why he could not have submitted it along with the 33 exhibits supporting his motion to vacate the arbitration award. We therefore see no abuse of discretion in the district court's denial of his request for a hearing. *See Robinson v. City of Edmond*, 160 F.3d 1275, 1286 (10th Cir. 1998) (finding no abuse of discretion in declining to hold a hearing where litigant "failed to show that any new information they would have presented at the hearing would have been critical to the district court's consideration"); *United States v. Nichols*, 169 F.3d 1255, 1263 (10th Cir. 1999) ("[O]ur general rule [is] that decisions on the propriety of evidentiary hearings are reviewed for an abuse of discretion.").

3. Issue Seven: Denial of motion for sanctions against Dell

Biglow argues that the district court erred by denying his motion for sanctions against Dell for drafting ambiguous language in Clauses 3, 4, and 7 of the MAA. But as Dell points out, Biglow did not ask the district court for sanctions based on allegedly ambiguous language in the MAA; he instead asked the district court to sanction Dell "giv[en the] gravity of [Dell's] actions." R. vol. II at 149; *see also* R. vol. III at 821 (same). Consistent with Biglow's stated rationale, the district court construed his request for sanctions as being based on Dell's "grave misconduct

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[8] Biglow also re-argues that Arbitrator Ware denied him an opportunity to present evidence and dismissed the case contrary to his own scheduling order. We have already addressed this argument and will not do so again.

during the arbitration proceedings" and determined it lacked jurisdiction to impose such sanctions. R. vol. III at 1079. Although Biglow discussed alleged ambiguities in the MAA elsewhere in his briefing on his motion to vacate, he did not adequately tie his request for sanctions to them. He therefore forfeited the argument he now presses in issue seven. *See Leffler*, 942 F.3d at 1196. And because he has not argued for plain-error review, he has waived appellate review of issue seven. *See id.*

4. Issues Eight, Nine: Arbitrator manifestly disregarded the law

In issues eight and nine, Biglow contends that Arbitrator Ware manifestly disregarded the law by applying a fabricated 90-day limitations period to Biglow's filing of his demand for arbitration. We disagree. A manifest disregard of the law requires "willful inattentiveness to the governing law." *Bowen*, 254 F.3d at 932 (internal quotation marks omitted). "Requiring more than error or misunderstanding of the law, a finding of manifest disregard means the record will show the arbitrator[] knew the law and explicitly disregarded it." *Id.* (citation omitted). Here, Arbitrator Ware observed that under the MAA, all arbitration claims "'are subject to the same statutes of limitations that would apply in court.'" R. vol. III at 745 (quoting MAA, *see* R. vol. I at 128). Arbitrator Ware then determined that, under applicable law, (1) the limitations period for Biglow's Title VII claims was 90 days after he received the EEOC's right-to-sue letter, (2) the filing of his complaint in the district court did not satisfy that requirement, (3) his arbitration demand was filed more than 90 days after he received the right-to-sue letter, and (4) equitable tolling did not apply. Although Biglow disagrees with Arbitrator Ware's analysis, we conclude that

Arbitrator Ware did not manifestly disregard the law. We therefore reject Biglow's argument.

5. Issue Sixteen: District court disregarded equitable tolling

In his sixteenth issue, Biglow argues that the district court disregarded evidence supporting equitable tolling and thus "failed to perform its duty to ensure that the statutory time limits operate fairly." Aplt. Opening Br. at 63. This argument fails because whether equitable tolling applied was a matter for the arbitrator to decide, not the district court, and provides no basis for vacating the award. *See United Paperworkers Int'l Union, AFL-CIO v. Misco, Inc.*, 484 U.S. 29, 37–38 (1987) ("Because the parties have contracted to have disputes settled by an arbitrator chosen by them rather than by a judge, it is the arbitrator's view of the facts and of the meaning of the contract that they have agreed to accept. Courts thus do not sit to hear claims of factual or legal error by an arbitrator as an appellate court does in reviewing decisions of lower courts.").

6. Issues Twelve, Thirteen: Improper communications

In issue twelve, Biglow alleges that JAMS administration refused to disclose all communications involving his former counsel, the JAMS case manager, and opposing counsel pertaining to his strike list and the appointment of Arbitrator McGahey. In issue thirteen, Biglow alleges that Arbitrator McGahey and Dell's in-house counsel engaged in improper ex parte email communications and that the district court declined to consider the email evidence. Based on these allegations, Biglow argues that the award should be vacated because it was procured by fraud,

corruption, or undue means. The district court rejected these arguments because (1) they rested on mere speculation and (2) Biglow failed to show any prejudice given that Arbitrator McGahey did not rule on Dell's motion for summary disposition. We agree with the second reason and need not sort out the first.

To obtain vacatur under Section 10(a)(1), Biglow had to show that "the *award was procured by* corruption, fraud, or undue means." § 10(a)(1) (emphasis added). In other words, § 10(a)(1) requires a nexus between the alleged corruption, fraud, or undue means and the arbitration award. *See Forsythe Int'l, S.A. v. Gibbs Oil Co. of Tex.*, 915 F.2d 1017, 1022 (5th Cir. 1990) (reading § 10(a)(1) "as requiring a nexus between the alleged fraud and the basis for the [arbitrator's] decision"). Biglow has not identified any nexus between the alleged improprieties concerning Arbitrator McGahey's appointment and Arbitrator Ware's decision to grant Dell's motion for summary disposition. We therefore reject these arguments.

7. Issue Seventeen: Arbitrator McGahey's order

In his seventeenth issue, Biglow contends the district court should have vacated the arbitration award because "all orders and rulings" that Arbitrator McGahey issued "were void ab initio due to his unlawful appointment." Aplt. Opening Br. at 65.[9] But as Dell points out, the only order Arbitrator McGahey issued was a scheduling order, and Arbitrator Ware's scheduling order superseded it.

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[9] Biglow also reiterates his argument that Arbitrator Ware failed to adhere to his own scheduling order when he granted Dell's motion for summary disposition before the deadline for other dispositive motions. We have already rejected this argument and will not address it again.

Biglow replies that Arbitrator "McGahey's void scheduling order created the entire framework within which [Arbitrator] Ware operated, including deadlines and procedural parameters." Aplt. Reply Br. at 31. This rejoinder is facially absurd and provides no basis for vacatur of the arbitration award.

8. Issue Ten: Cumulative errors

In issue ten, Biglow argues that the district court committed errors that, when considered cumulatively, undermine the fairness of the proceedings. However, because Biglow has not demonstrated any individual errors, there cannot be cumulative error. *See Moore v. Reynolds*, 153 F.3d 1086, 1113 (10th Cir. 1998) ("Cumulative error analysis applies where there are two or more actual errors; it does not apply to the cumulative effect of non-errors.").

III. FABRICATIONS AND MISREPRESENTATIONS

Biglow has filed four motions in this appeal. But before addressing those, we discuss what appear to be fabricated case citations and misrepresentations regarding actual cases in his appellate filings.

In his opening brief, Biglow claims that "*Ricks v. Lindsay*, 480 F.2d 538 (10th Cir. 1973) establishes that arguments not raised are deemed waived and must be [sic] addressed by the court." Aplt. Opening Br. at 58. The citation, however, leads to a page in *Hanley v. Four Corners Vacation Properties, Inc.*, 480 F.2d 536 (10th Cir. 1973), which says nothing about waiver of arguments.

In his reply brief, Biglow states that this court "has repeatedly cautioned that opposing counsel cannot 'rely on technical defenses to prey on pro se ignorance.'"

Aplt. Opening Br. at 5 (purportedly quoting *Garrett v. Selby Connor Maddux & Janer*, 425 F.3d 836, 840 (10th Cir. 2005)). But neither that quote nor any analogous proposition appears in *Garrett*. Biglow also cites five cases that do not appear to exist. On page 4 of his reply brief, he cites "*Burton v. Ghosh*, 961 F.3d 1084, 1092 (7th Cir. 2020)," but the primary citation leads to a page in *Blixseth v. Credit Suisse*, 961 F.3d 1074 (9th Cir. 2020); and the pin cite to page 1092 is a page within *United States v. Morales*, 961 F.3d 1089 (10th Cir. 2020). On page 6 he cites "*Iseminger v. Dist. Ct.*, 915 F.2d 1314, 1318 (10th Cir. 1990)," but the citation corresponds to *Natural Resources Defense Council v. U.S. EPA*, 915 F.2d 1314 (9th Cir. 1990). On page 7, he cites "*Affolder v. Johnson*, 53 F.3d 1178, 1180 (10th Cir. 1995)," but the citation leads to a page in *United States v. Angulo-Fernandez*, 53 F.3d 1177 (10th Cir. 1995). On page 27, he cites "*Bentley v. United States*, 41 F.3d 593, 604 (10th Cir. 1994)," but the primary citation leads to a page in *Ramirez v. Oklahoma Department of Mental Health*, 41 F.3d 584 (10th Cir. 1994), *overruling recognized by Maestas v. Segura*, 416 F.3d 1182 (10th Cir. 2005); and the pin cite to page 604 is a page within *Bentley v. Cleveland County Board of County Commissioners*, 41 F.3d 600 (10th Cir. 1994). On page 34 he cites "*Clean Boat v. United States*, 833 F.3d 1224, 1231 (10th Cir. 2016)," but the citation leads to a page in *Cure Land, LLC v. U.S. Department of Agriculture*, 833 F.3d 1223 (10th Cir. 2016). The only one of these actual cases that has any relevance to the argument Biglow attributes to the corresponding nonexistent case is *Bentley*, which states that "[f]ailure to plead an affirmative defense results in a waiver of that defense," 41 F.3d at 604.

There are similar fabrications in three of Biglow's motions and in his reply briefs in support of all four motions.[10]

Biglow's fabricated case citations and other misrepresentations appear to stem from his use of a generative artificial intelligence ("AI") tool, such as ChatGPT, without verifying the accuracy of the results. *See Wadsworth v. Walmart Inc.*, 348 F.R.D. 489, 497 (D. Wyo. 2025) ("It is . . . well-known in the legal community that AI resources generate fake cases."). Such fabrications are referred to as "AI hallucinations." *See Jones v. Kankakee Cnty. Sheriff's Dep't*, 164 F.4th 967, 969 (7th Cir. 2026) (defining "a so-called AI 'hallucination'" as "a circumstance where an AI large language model generates an output that is fictional, inaccurate, or nonsensical"). Assuming, without deciding, there is nothing inherently wrong with the use of AI to help prepare legal materials, a litigant's failure to verify the accuracy of the authority cited results in waste of both judicial resources and the opposing

[10] There are five fabricated citations in Biglow's Motion to Strike Defendant-Dell Technologies, Inc. Waived Defenses and Dismiss the Entire Response Brief: *United States v. Paula Denogean*, 918 F.3d 808, 814–15 (10th Cir. 2019); *Young v. Nationstar Mortg., LLC*, 707 F. App'x 523, 526 (10th Cir. 2017); *Singleton v. Wulff*, 428 F.2d 416, 418 (10th Cir. 1970); *In re Delta/Airtran Baggage Fee Antitrust Litig.*, 846 F.3d 1335, 1348 (11th Cir. 2017); and *Saxena v. Allen*, 2016 WL 4159023, at *3 (D. Colo. Aug. 4, 2016). There are three fabricated citations in the Motion for Summary Disposition: the same *Paula Denogean* and *Young* cases, plus *Jones v. State of Colorado*, 185 F.3d 1204, 1208 (10th Cir. 1999). There are four fabricated case citations in the Motion for Sanctions: the same *Paula Denogean*, *Singleton*, *Delta/Airtran*, and *Jones* cases. We decline to devote more space to (1) setting out the actual cases to which these reporter citations lead, (2) enumerating the multiple similar fabrications in Biglow's reply briefs in support of these three motions, and (3) listing the fabricated case in his reply brief in support of his Motion for Investigation of Systematic Record Exclusion Pattern and for Appropriate Relief (Dkt. No. 42).

party's time and money, and it can damage the credibility of the legal system. *See Mata v. Avianca, Inc.*, 678 F. Supp. 3d 443, 448–49 (S.D.N.Y. 2023).

We can sanction litigants who make such misrepresentations, including by dismissing their appeals. *See, e.g.*, *Grant v. City of Long Beach*, 96 F.4th 1255, 1257 (9th Cir. 2024); Fed. R. App. P. 38; 10th Cir. R. 46.5(B), (C). While we decline to do so in the circumstances here, we warn Biglow—and all pro se litigants and counsel appearing before this court—of their responsibility to ensure that citations to legal authority are not fabrications but instead point to real cases that at least arguably stand for the propositions for which they are cited.[11]

IV. MOTIONS

In his Motion to Strike Defendant-Dell Technologies, Inc., Waived Defenses and Dismiss Entire Response Brief (Dkt. No. 28), Biglow alleges that Dell waived all defenses by failing to substantively respond to his motion to vacate the arbitration award, failing to assert any affirmative defenses in the district court, and informing Biglow by email that it "did not assert any defenses in its motion to compel arbitration, or in its opposition to [his] motion to vacate, because Dell was not required to assert any 'defenses' in those papers." Mot. to Strike, Ex. B. at 1. We deny the Motion to Strike. As we have already explained, Dell did not waive any of the arguments it makes on appeal. But even if Dell had, Biglow offers no valid

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[11] If the fabrications and misrepresentations we have discussed are not the result of Biglow's misuse of a generative AI tool, then he may be guilty of an even worse transgression—intentional abuse of the judicial process.

authority for the notion that striking Dell's response brief would be an appropriate remedy.

In his Motion for Summary Disposition (Dkt. No. 29), Biglow relies on 10th Circuit Rule 27.3(A)(1) and suggests that "[s]ummary disposition is proper where 'no genuine dispute exists and controlling law dictates a result.'" Mot. for Summ. Disposition at 4 (purportedly quoting the fictitious *Jones* case, *see supra*, footnote 10). However, the cited Rule permits a party to file "only" four types of "dispositive motions," 10th Cir. R. 27.3(A)(1), and the only motion for summary disposition it allows is where there has been "a supervening change of law or mootness," 10th Cir. R. 27.3(A)(1)(b).[12] Biglow has not asserted either of those grounds for summary disposition. We therefore deny the Motion for Summary Disposition.[13]

In his Motion for Sanctions (Dkt. No. 30), Biglow alleges that "[b]y raising new defenses on appeal, Dell has engaged in bad-faith litigation tactics that warrant

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[12] Biglow claims that "Rule 27.3(A)(1) expressly authorizes summary disposition when 'all supporting facts and legal arguments are adequately presented in the briefs and record,'" Mot. for Summ. Disposition at 4 (emphasis omitted) (purportedly quoting Rule 27.3(A)(1)). But no such language appears in that rule. This is likely an AI hallucination distorting Fed. R. App. P. 34(a)(2)(C), which permits a circuit court to decide a case without oral argument if "the facts and legal arguments are adequately presented in the briefs and record, and the decisional process would not be significantly aided by oral argument."

[13] Even if his motion were allowed under Rule 27.3(A)(1)(b), we would deny it as untimely because it was filed on July 8, 2025, more than 14 days after this appeal was docketed on January 17, 2025, and Biglow has not shown good cause for his untimely filing. *See* 10th Cir. R. 27.3(A)(3)(b). And even if Biglow had timely filed the motion, we would deny it because he clearly loses this appeal on the merits.

sanctions." Mot. for Sanctions at 2. We deny this motion because, as previously explained, Dell has not waived any "defenses"—or arguments—on appeal, so its arguments on appeal do not amount to bad-faith litigation tactics.

In his Motion for Investigation of Systematic Record Exclusion Pattern and For Appropriate Relief (Dkt. No. 42), Biglow asks us to (1) supplement the record on appeal to include multiple joint status reports filed in the district court, and (2) order an investigation into the conduct of Dell and its counsel regarding (a) the exclusion of those status reports from the record and (b) a notation made in the Case Summary section of the district court's docket (apparently in June 2023, while the arbitration was pending) indicating that the "Disposition" of the case was "Dismissed – Voluntarily," R. vol. I at 1115. Biglow also asks us to allow him to file a supplemental brief once the investigation is complete.[14] We deny this motion. Because Biglow is pro se, this court compiled the record on appeal; Dell had no role in that process. *See* 10th Cir. R. 10.3(C). When Biglow asked for permission to supplement the record with two of the joint status reports, this court granted his motion. Biglow has not explained why he could not have asked to supplement the record with the additional joint status reports he now asks to include in the record, nor has he explained their relevance. Finally, Biglow has not shown that Dell has any control over the district court's entry of procedural notations on its docket.

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[14] To the extent Biglow advances arguments going to the merits of his appeal, we decline to consider them as a ground for investigating Dell.

Biglow's allegations that the docket notation was the result of an elaborate scheme Dell constructed do not persuade us that an investigation is warranted.

V. CONCLUSION

We affirm the district court's judgment. We deny all of Biglow's pending motions.

Entered for the Court

Bobby R. Baldock
Circuit Judge

UNITED STATES COURT OF APPEALS FOR THE TENTH CIRCUIT
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Christopher M. Wolpert
Clerk of Court

Jane K. Castro
Chief Deputy Clerk

March 24, 2026

Mr. Kevin Lee Biglow
5602 East 19th Street
Wichita, KS 67208

RE: 25-3007, Biglow v. Dell Technologies
Dist/Ag docket: 2:20-CV-02563-KHV-BGS

Dear Appellant:

Enclosed is a copy of the order and judgment issued today in this matter. The court has entered judgment on the docket pursuant to Fed. R. App. P. Rule 36.

Please contact this office if you have questions.

Sincerely,

Christopher M. Wolpert
Clerk of Court

cc: Austin Michael Gassen
Sara E. Welch

CMW/art

APPENDIX B: Order Denying Petition for Rehearing

FILED
United States Court of Appeals
Tenth Circuit

April 20, 2026

Christopher M. Wolpert
Clerk of Court

UNITED STATES COURT OF APPEALS

FOR THE TENTH CIRCUIT

KEVIN LEE BIGLOW,

Plaintiff - Appellant,

v.

DELL TECHNOLOGIES INC.,

Defendant - Appellee.

No. 25-3007
(D.C. No. 2:20-CV-02563-KHV-BGS)
(D. Kan.)

ORDER

Before **CARSON**, **BALDOCK**, and **KELLY**, Circuit Judges.

Appellant's petition for panel rehearing is denied.

The petition for rehearing en banc was transmitted to all of the judges of the court who are in regular active service. As no member of the panel and no judge in regular active service on the court requested that the court be polled, that petition is also denied.

Entered for the Court

Per Curiam