No. 25A-

IN THE

Supreme Court of the United States

GENESIS FINANCIAL SOLUTIONS, INC.,

Applicant,

v.

STEVE FORD, ET AL.,

Respondents.

APPLICATION DIRECTED TO THE HONORABLE JOHN G. ROBERTS FOR AN EXTENSION OF TIME TO FILE A PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FOURTH CIRCUIT

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August 21, 2025

APPLICATION FOR EXTENSION OF TIME

Under this Court's Rule 13.5, Applicant Genesis Financial Solutions, Inc. respectfully requests a 29-day extension of time within which to file a petition for a writ of certiorari, up to and including September 27, 2025.

JUDGMENT FOR WHICH REVIEW IS SOUGHT

The judgment for which review is sought is *Ford* v. *Genesis Financial Solutions*, No. 24-1341 (4th Cir. May 30, 2025) (attached as Exhibit 1).

JURISDICTION

The Court will have jurisdiction over any timely petition under 28 U.S.C. § 1254(1). The Fourth Circuit issued its judgment on May 30, 2025, and Applicant subsequently filed an untimely petition for rehearing en banc, which was rejected. See Exhibit 2. Thus, a petition to this Court is currently due by August 28, 2025. As explained below, counsel submits that extraordinary circumstances—namely, undersigned appellate counsel was retained only the evening before this application was filed, and sought an extension as soon as reasonably practicable under the circumstances—justify seeking this extension less than 10 days before the current due date.

REASONS JUSTIFYING AN EXTENSION OF TIME

1. Counsel is well aware of this Court's rules directing that applications for extensions of time be filed more than 10 days before a petition would be due, absent extraordinary circumstances. Counsel submits that such extraordinary circumstances are present here, and that seeking an extension any earlier would not have been feasible. Undersigned counsel was not involved in the proceedings before the

district court or the court of appeals, where Applicant was represented by different counsel. Instead, counsel at Sidley Austin LLP was not retained in connection with this matter until the evening of August 20, 2025, which is also when Applicant determined to seek certiorari. As soon as practicable upon retention, counsel prepared and filed this application for an extension of time. Finally, Respondents would not be prejudiced by the extension requested here.

2. The brief extension requested here is especially warranted because this case presents exceptionally important questions about the Federal Arbitration Act ("FAA") on which the Fourth Circuit remains an outlier from every other circuit that has addressed these questions. The FAA preempts unfavorable "legal rules that 'apply only to arbitration.'" *Kindred Nursing Ctrs. Ltd. P'ship* v. *Clark*, 581 U.S. 246, 251 (2017) (quoting *AT&T Mobility LLC* v. *Concepcion*, 563 U.S. 333, 339 (2011)). In this case, adhering to its decision from a few weeks earlier in *Johnson* v. *Continental Finance Co.*, 131 F.4th 169 (4th Cir. 2025), the Fourth Circuit violated the FAA's equal-treatment principle and deepened a split with other courts of appeals by endorsing a rule of Maryland contract law that holds arbitration provisions to a higher consideration standard than any other contractual term. Worse, the Fourth Circuit purported to do so based on a manifest misconstruction of this Court's decision in *Prima Paint Corp.* v. *Flood & Conklin Manufacturing Co.*, 388 U.S. 395 (1967), which plainly does not require such unequal treatment.

The Maryland rule here impermissibly discriminates against arbitration. Contrary to standard rule that a contract's terms may each draw adequate consid-

eration from the same underlying exchange between parties—*e.g.*, one party's payment for the other's services—Maryland wrongly applies a more-demanding rule to arbitration provisions, dictating that they cannot draw consideration from the "underlying" exchange of payment for services. Instead, the arbitration provisions must contain their own independent exchange of consideration—namely, mutual "promises to arbitrate." *Cheek* v. *United Healthcare of Mid-Atl., Inc.*, 835 A.2d 656, 665 (Md. 2003). Based on that rule, and mistakenly believing itself to be following *Prima Paint*, the Fourth Circuit invalidated arbitration provisions within credit card agreements that were supported by consideration that would be considered in any other context, for any other type of provision (the exchange of payment for credit services).

That is not what *Prima Paint* held or what any other circuit allows. For instance, the Sixth Circuit holds that although *Prima Paint* contemplates that arbitration provisions could contain their own independent consideration, it "does not require separate consideration for an arbitration provision contained within a valid contract." *Wilson Elec. Contractors, Inc.* v. *Minnotte Contracting Corp.*, 878 F.2d 167, 169 (6th Cir. 1989) (cautioning that a different reading of *Prima Paint* would "clearly be inappropriate" under this Court's instruction to "rigorously enforce agreements to arbitrate" under the FAA. (quoting *Dean Witter Reynolds, Inc.* v. *Byrd*, 470 U.S. 213, 221 (1985))). Likewise, the Second and Eighth Circuits agree that "a doctrine that required separate consideration for arbitration clauses might risk running afoul" of the FAA's "strong federal policy favoring arbitration." *Doctor's*

Assocs., Inc. v. *Distajo*, 66 F.3d 438, 453 (2d Cir. 1995); see *Barker* v. *Golf U.S.A., Inc.*, 154 F.3d 788, 792 (8th Cir. 1998).

By endorsing Maryland's unequal treatment of arbitration provisions, the Fourth Circuit has flagrantly departed from the FAA's equal-treatment principle, misread *Prima Paint*, and split from every other circuit to consider the issue. That is wrong. And it undercuts countless contractual relationships within Maryland, putting arbitration provisions—core to most modern transactions—at a unique disadvantage. Judge Niemeyer emphasized this problem in his dissent in *Continental Finance*, observing that the Fourth Circuit's hostility to arbitration provisions has erroneously invalidated a "legal and widespread commercial arrangement" that is core to "the credit card industry," among others, and entirely "consistent with general contract law." Accordingly, Applicant respectfully submits that this case warrants the Court's attention.

3. An extension is also warranted to allow counsel time to coordinate and prepare a petition that will aid the Court's review of these issues. Because counsel was only just retained, counsel must examine the case materials and arguments in the case, along with relevant case law from each circuit, and must continue to address several competing deadlines—including in matters before this Court—that will make it difficult to meet the current deadline for filing a petition for writ of certiorari. Those dates and deadlines include, *inter alia*, a forthcoming reply in support of certiorari in *Clay* v. *United States*, No. 25-163 (U.S.); ongoing briefing in connection with a petition for permission to appeal in the Ninth Circuit, in *DeCoster* v.

Amazon, Inc., No. ____ (9th Cir.) (originating from *DeCoster* v. *Amazon, Inc.*, No. 2:21-cv-00693 (W.D. Wash)); a forthcoming opening brief in the California Court of Appeal in *Carter* v. *Buzbee*, No. B347898 (Cal. Ct. App.); and ongoing trial and appellate counsel in *ASICS America Corp.* v. *Shoebacca*, No. 30-2020-01141522-CU-BC-NJC (Cal. Super. Ct.).

Applicant thus respectfully submits that the requests 29-day extension will ensure that counsel can efficiently and effectively prepare a petition for certiorari that aids this Court's review of these important questions.

CONCLUSION

For the foregoing reasons, Applicant respectfully requests that an order be entered extending the time to file a petition for a writ of certiorari by 29 days, up to and including September 26, 2025.

Dated: August 21, 2025

Respectfully submitted,

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