

No. _____

IN THE SUPREME COURT OF THE UNITED STATES

SAMSON TUG AND BARGE CO., INC.,

Applicant,

v.

INTERNATIONAL LONGSHORE AND WAREHOUSE
UNION, ALASKA LONGSHORE DIVISION;
and ILWU UNIT 222,

Respondents.

**Application to Justice Kagan for an Extension of Time to File
a Petition for Writ of Certiorari to the
United States Court of Appeals for the Ninth Circuit**

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December 4, 2025

CORPORATE DISCLOSURE STATEMENT

Applicant **SAMSON TUG AND BARGE CO., INC.** (“Samson Tug”) does not have any parent entities, and no public company owns 10% or more of its stock.

EXTENSION REQUESTED

TO THE HONORABLE ELENA KAGAN,
AS CIRCUIT JUSTICE FOR THE UNITED STATES COURT
OF APPEALS FOR THE NINTH CIRCUIT:

In accordance with this Court’s Rules 13.5, 22, 30.2, and 30.3 Applicant Samson Tug and Barge Co., Inc., respectfully requests that the time to file its petition for a writ of certiorari be extended for 60 days, up to and including Friday, February 27, 2026.

The Court of Appeals for the Ninth Circuit denied Samson Tug’s appeal on August 22, 2025. *Samson Tug & Barge Co., Inc. v. Int’l Longshore & Warehouse Union*, 2025 U.S. App. LEXIS 21565 (App.1). The Ninth Circuit denied Samson Tug’s petition for en banc review on September 30, 2025. *Samson Tug & Barge Co., Inc. v. Int’l Longshore & Warehouse Union*, 2025 U.S. App. LEXIS 25386. (App.5).

Under Supreme Court rules 13.1, 13.3 and 30.1, Samson Tug’s petition for writ of certiorari is presently due on December 29, 2025. This application for an extension of time is made more than ten days before the deadline, in compliance with Rule 13.5.

JURISDICTION

The Ninth Circuit denied Samson Tug's petition for en banc review on September 30, 2025. (App.5). When the petition is filed, the jurisdiction of this Court will be invoked pursuant to 28 U.S.C. § 1254. *See also* 28 U.S.C. § 1331 and the Labor Management Relations Act ("LMRA"), 29 U.S.C. § 187.

BACKGROUND OF THE CASE

The National Labor Relations Act, 29 U.S.C. § 158 et. Seq., and Labor Management Relations Act, 29 U.S.C. § 141 et. Seq., were designed to stabilize labor relations throughout the United States. 29 U.S.C. § 151. Congress has amended each Act throughout the subsequent decades to maintain balanced influence and fair play by both employers and labor organizations.

Samson Tug, a century-old family-owned Alaskan business, was the subject of a union's organizing efforts. When Samson Tug declined the union's improper advances, the union used secondary coercion upon Samson Tug's landlord to prompt threats of evictions and actual imposition of drastic financial penalties upon Samson Tug. Although Samson Tug paid nearly a million dollars to the union through the landlord rather than betray its existing unionized workforce, Samson Tug voluntarily left the dock for different premises.

The NLRA and LMRA prohibit such secondary activity. An exception applies only if the approaching union proves that it applied coercion only to an employer who had authority to control the desired work assignments, and that the union had previously performed the work in question. *NLRB v. Int'l Longshoremen's Ass'n (ILA I)*; 447 U.S. 490 (1980); *NLRB v. Int'l Longshoremen's Ass'n (ILA II)*; 473 U.S. 61 (1985) *APL v. Int'l Longshore & Warehouse ILWU* 997 F. Supp. Ed 1037 (D. Alaska 2014), *aff'd* 611 Fed. App'x 908 (9th Cir. 2015); *Marrowbone Dev. Co. v. District 17, UMW* 147 F.3d 296 (4th Cir. 1998); *In re Newspaper v. Mail Deliverers Union of New York*, 337 NLRB 608 (2002) *U.S. Naval Supply Center*, 195 NLRB 273 (1972).

In this case, however, the District Court and Ninth Circuit panel ruled that the NLRA's secondary boycott and hot cargo prohibitions do not apply when the penalized employer rents its premises rather than owning it.

In the reasoning of the decisions below, this fact of landlord ownership automatically and necessarily means that the landlord had the right to control the daily work assignments of the tenant's employees, and therefore the union's coercion of the landlord was not secondary. Both decisions below apply such reasoning as a matter of law despite the lease terms and centuries of landlord-tenant law precluding

such a conclusion. Both decisions affirmed the grant of summary judgment to the union.

The decisions below also departed from the NLRA's text by approving the work preservation defense even where no evidence shows that the union had ever performed the work in question. Instead, the union's prior performance of similar work in the same general geographic region sufficed for the second prong of the work preservation defense.

The decisions below not only violate the NLRA and LMRA text and prior Supreme Court, Ninth Circuit, and NLRB Board rulings, they now create a circuit split. Of particular importance is the practical significance of the rulings below. They effectively strip all tenant employers of the protections of the NLRA and LMRA, employers which are more likely to be small businesses and startups. Mammoth conglomerates which own their own premises will continue to enjoy the statutory protections due to their fee title to their own business premises.

REASONS FOR GRANTING AN EXTENSION OF TIME

Holiday schedules comprise the first justification for extension. If the deadline remains December 29, 2025, the preparation and filing process will overlap with multiple holidays commencing with Thanksgiving. If the two Respondents elect to file an opposition to the

Petition for Certiorari their deadline will not commence during the New Year's holiday.

The second justification is medical. The undersigned received notification, November 20, 2025, that he needs surgery. This surgery will affect typing for at least a week afterwards.

Counsel for Samson Tug is also presently representing clients in three wage-and-hour class actions and many other transactional and litigation matters. These other commitments are not, of themselves, justification for an extension yet provide context for the request.

Samson Tug respectfully requests that its deadline to file a petition for certiorari in this case be extended to February 27, 2026.

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