

No. **26-5749**

ORIGINAL

IN THE

SUPREME COURT OF THE UNITED STATES

FILED

JUL 01 2026

OFFICE OF THE CLERK
SUPREME COURT, U.S.

Monesha R. Mitchell — PETITIONER
(Your Name)

vs.

Artech LLC, KPMG LLP — RESPONDENT(S)

ON PETITION FOR A WRIT OF CERTIORARI TO

United States Court of Appeals for the Fourth Circuit

(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

Monesha R. Mitchell
(Your Name)

25252 Lyon Terrace
(Address)

Chantilly, VA 20152
(City, State, Zip Code)

(760) 912-0397
(Phone Number)

QUESTION PRESENTED

Whether a federal court may compel arbitration of federal employment-discrimination claims under Section 4 of the Federal Arbitration Act without first resolving threshold disputes concerning contract formation, validity, scope, consent, employment classification, and non-signatory enforcement.

LIST OF PARTIES

Petitioner is Monesha R. Mitchell

Respondents are Artech, LLC and KPMG LLP

RELATED CASES

United States District Court for the Eastern District of Virginia

Mitchell v. Artech, LLC, et al., Case No. 1:25-cv-01239

United States Court of Appeals for the Fourth Circuit

Mitchell v. Artech, LLC, et al., Case No. 25-2359

Rehearing and rehearing en banc denied June 23, 2026.

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INDEX TO APPENDICES

Appendix A - The unpublished per curiam opinion and judgment of the United States Court of Appeals for the Fourth Circuit affirming the judgment of the District Court dated **May 26, 2026**.

Appendix B - The United States District Court for the Eastern District of Virginia, Alexandria Division compelling arbitration and dismissing Petitioner's claim dated **October 31, 2025**.

Appendix C - The order of the United States Court of Appeals for the Fourth Circuit denying rehearing and rehearing en banc dated **June 23, 2026**.

TABLE OF AUTHORITIES CITED

Cases

Adkins v. Labor Ready, Inc., 303 F.3d 496 (4th Cir. 2002) 4, 5, 7

Statutes

9 U.S.C. § 2 (Federal Arbitration Act § 2) 4

9 U.S.C. § 4 (Federal Arbitration Act § 4) 4

28 U.S.C. § 1254(1) 4

Title VII of the Civil Rights Act of 1964 4, 5, 8

Age Discrimination in Employment Act 4, 5, 8

IN THE

SUPREME COURT OF THE UNITED STATES

PETITION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issue to review the judgment below.

OPINIONS BELOW

☒ For cases from **federal courts**:

The opinion of the United States court of appeals appears at **Appendix A** to the petition and is

☐ reported at; or,

☐ has been designated for publication but is not yet reported; or,

☒ is unpublished.

The opinion of the United States district court appears at **Appendix B** to the petition and is

☐ reported at; or,

☐ has been designated for publication but is not yet reported; or,

☒ is unpublished.

☐ For cases from **state courts**: ("Not applicable to Petitioner's case.")

The opinion of the highest state court to review the merits appears at
Appendix to the petition and is

☐ reported at; or,
☐ has been designated for publication but is not yet reported; or,
☐ is unpublished.

The opinion of the _____ court appears at Appendix _____ to the petition and is

☐ reported at _____; or,
☐ has been designated for publication but is not yet reported; or,
☐ is unpublished.

JURISDICTION

☒ For cases from **federal courts**:

The date on which the United States Court of Appeals decided my case
was May 26, 2026.

☐ No petition for rehearing was timely filed in my case.

☒ A timely petition for rehearing was denied by the United States Court of
Appeals on the following date: June 23, 2026, and a copy of the
order denying rehearing appears at **Appendix C**.

☐ An extension of time to file the petition for a writ of certiorari was granted ("Not applicable to
Petitioner's case.")
to and including(date) on(date)
in Application No. A.

The jurisdiction of this Court is invoked under 28 U. S. C. § 1254(1).

☐ For cases from **state courts**: ("Not applicable to Petitioner's case.")

The date on which the highest state court decided my case was.
A copy of that decision appears at Appendix.

☐ A timely petition for rehearing was thereafter denied on the following date:
, and a copy of the order denying rehearing
appears at Appendix.

☐ An extension of time to file the petition for a writ of certiorari was granted
to and including(date) on(date) in
Application No. A.

The jurisdiction of this Court is invoked under 28 U. S. C. § 1257(a).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

This case involves Sections 2 and 4 of the Federal Arbitration Act, 9 U.S.C. §§ 2 and 4.

Section 2 provides, in relevant part:

"A written provision in any maritime transaction or a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction ... shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract."

Section 4 provides, in relevant part:

"A party aggrieved by the alleged failure, neglect, or refusal of another to arbitrate under a written agreement for arbitration may petition any United States district court ... for an order directing that such arbitration proceed in the manner provided for in such agreement.... The court shall hear the parties, and upon being satisfied that the making of the agreement for arbitration or the failure to comply therewith is not in issue, the court shall make an order directing the parties to proceed to arbitration in accordance with the terms of the agreement."

This case also involves federal employment-discrimination claims asserted under Title VII of the Civil Rights Act of 1964 and the Age Discrimination in Employment Act.

STATEMENT OF THE CASE

Petitioner filed this action in the United States District Court for the Eastern District of Virginia, Alexandria Division, asserting federal employment-discrimination claims under Title VII of the Civil Rights Act of 1964 and the Age Discrimination in Employment Act after receiving Notices of Right to Sue from the Equal Employment Opportunity Commission. Petitioner maintains that those federal statutory claims were directed to arbitration without judicial resolution of the threshold disputes she raised concerning formation, validity, scope, employment classification, and non-signatory enforcement.

Respondents moved to compel arbitration pursuant to an arbitration provision contained in an agreement governing the parties' relationship.

Petitioner opposed arbitration and argued that

disputes existed concerning contract formation, validity, scope, consent, employment classification, and non-signatory enforcement.

The district court granted Respondents' motion to compel arbitration and dismissed Petitioner's claims. The district court concluded that a valid arbitration agreement existed and that Petitioner's claims fell within its scope.

Petitioner appealed to the United States Court of Appeals for the Fourth Circuit. On appeal, Petitioner argued that threshold disputes concerning the arbitration agreement required judicial resolution before arbitration could be compelled under Section 4 of the Federal Arbitration Act.

The Fourth Circuit affirmed in an unpublished per curiam disposition citing *Adkins v. Labor Ready, Inc.* Petitioner's subsequent petition for rehearing and rehearing en banc was denied.

This petition follows.

REASONS FOR GRANTING THE PETITION FOR WRIT OF CERTIORARI

I. THIS CASE PRESENTS AN IMPORTANT QUESTION CONCERNING A COURT'S OBLIGATIONS UNDER FAA § 4 BEFORE COMPELLING ARBITRATION

Section 4 of the Federal Arbitration Act assigns courts a threshold role in determining whether arbitration may be compelled. Section 2 of the Federal Arbitration Act likewise conditions enforcement upon the existence of a valid agreement. Petitioner maintained throughout the proceedings that disputes concerning formation, validity, consent, employment classification, and non-signatory enforcement prevented satisfaction of that requirement and therefore required judicial resolution before arbitration could be compelled. Before a party is removed from a judicial forum and directed to arbitration, courts must determine whether a valid agreement exists and whether the dispute falls within the scope of that agreement.

This case presents an important question concerning the extent of that judicial obligation where a party has raised disputes concerning contract formation, validity, scope, consent, employment classification, and non-signatory enforcement. Petitioner consistently argued throughout the district court and appellate proceedings that such disputes existed and that those disputes bore directly upon the formation, enforceability, scope, and application of the arbitration provision invoked by Respondents.

Petitioner further argued that Respondents advanced inconsistent positions concerning the nature of the relationship governed by the agreement, including positions relating to employee-versus-contractor status. Petitioner maintained that those inconsistencies were material to the formation, enforceability, scope, and application of the arbitration agreement under the Federal Arbitration Act.

Notwithstanding those arguments, the district court compelled arbitration and dismissed Petitioner's federal employment-discrimination claims. The Fourth Circuit affirmed in an unpublished per curiam disposition citing *Adkins v. Labor Ready, Inc.* Petitioner maintained throughout the proceedings that disputes concerning formation, validity, scope, consent, employment classification, and non-signatory enforcement required judicial resolution before arbitration could be compelled. Although the courts below compelled arbitration, they did not expressly address Petitioner's preserved threshold disputes, which she contended required judicial resolution under Section 4 of the Federal Arbitration Act.

Whether courts must resolve such disputes before compelling arbitration is a question of substantial importance because it determines when litigants asserting federal statutory claims may be removed from the judicial forum and directed to arbitration. Clarification of a court's obligations under FAA § 4 is warranted where disputes concerning formation, validity, scope, consent, employment classification, and non-signatory enforcement are presented before arbitration is compelled.

II. THE DISPUTES RAISED BY PETITIONER WERE THRESHOLD ARBITRABILITY QUESTIONS REQUIRING JUDICIAL RESOLUTION,

The disputes raised by Petitioner concerned matters traditionally regarded as threshold questions of arbitrability. Throughout the proceedings, Petitioner maintained that disputes existed concerning contract formation, validity, scope, consent, employment classification, and non-signatory enforcement. Petitioner argued that those disputes bore directly upon whether arbitration could properly be compelled under the Federal Arbitration Act.

Petitioner specifically challenged the formation and application of the asserted arbitration agreement. Petitioner argued that KPMG LLP, a non-signatory to the Employment Agreement, lacked authority to invoke or enforce the arbitration provision. Petitioner further argued that Respondents relied upon inconsistent classifications concerning the nature of the parties' relationship. The Employment Agreement repeatedly identified Petitioner as an employee and provided for employee compensation, benefits, payroll withholding, unemployment insurance, and workers' compensation coverage, while simultaneously classifying Petitioner as a "Consultant/Contractor." Petitioner maintained that these inconsistencies bore directly upon the

formation, enforceability, scope, and application of the arbitration provision and required judicial resolution before arbitration could be compelled.

Petitioner further argued that disputes existed concerning the scope of the arbitration agreement and whether the claims asserted in this action fell within that scope. Petitioner maintained that the determination of those issues was a prerequisite to compelling arbitration under Section 4 of the Federal Arbitration Act.

Taken together, these disputes concerned more than the ultimate merits of Petitioner's employment-discrimination claims. Rather, Petitioner maintained that they concerned antecedent questions regarding the existence, enforceability, scope, and application of the arbitration agreement itself. The resolution of such questions determines whether a litigant may be required to arbitrate rather than proceed in a judicial forum.

III. THE COURTS BELOW COMPELLED ARBITRATION WITHOUT RESOLVING THE THRESHOLD DISPUTES IDENTIFIED BY PETITIONER

Throughout the proceedings, Petitioner maintained that disputes existed concerning the formation, validity, scope, and application of the asserted arbitration agreement, as well as KPMG LLP's ability, as a non-signatory, to invoke and enforce that agreement. Petitioner argued that those disputes required judicial resolution before arbitration could be compelled under Section 4 of the Federal Arbitration Act.

The district court nevertheless compelled arbitration and dismissed Petitioner's federal employment-discrimination claims. In opposing arbitration, Petitioner argued that Respondents relied upon the same agreement while advancing inconsistent positions concerning the nature of the relationship governed by that agreement, including positions relating to employee-versus-contractor status. Petitioner further argued that disputes existed concerning the scope and application of the arbitration agreement and concerning KPMG LLP's ability to invoke and enforce the arbitration provision.

The district court concluded that a valid arbitration agreement existed and that Petitioner's claims fell within its scope. Petitioner, however, maintained that the court compelled arbitration without resolving the threshold disputes she had identified concerning the enforceability and application of the asserted arbitration agreement.

On appeal, Petitioner again argued that those disputes required judicial resolution before arbitration could be compelled. Petitioner raised those contentions in her appellate briefing and again in her petition for rehearing and rehearing en banc.

The Fourth Circuit affirmed in an unpublished per curiam disposition citing *Adkins v. Labor Ready, Inc.* Petitioner argued that *Adkins* required judicial consideration of disputes concerning assent, enforceability, and the preservation of statutory rights before arbitration could be compelled. Although the Fourth Circuit cited *Adkins* in affirming the judgment, Petitioner maintained that the court did not address her arguments concerning formation, employment classification, non-signatory enforcement, and other threshold disputes she contended required judicial resolution under Sections 2 and 4 of the Federal Arbitration Act.

The court affirmed the judgment compelling arbitration and subsequently denied rehearing and rehearing en banc. Petitioner maintained that neither disposition expressly addressed her contention that unresolved threshold disputes required judicial resolution before arbitration could be compelled under Section 4 of the Federal Arbitration Act.

This case therefore presents the question whether a court may compel arbitration after determining that an arbitration agreement exists and generally applies to the asserted claims while disputes concerning formation, validity, scope, consent, employment classification, and non-signatory enforcement remain unresolved. The answer to that question determines the extent of a court's obligations under Section 4 before a litigant asserting federal statutory claims may be removed from a judicial forum and directed to arbitration.

IV. REVIEW IS WARRANTED BECAUSE THE QUESTION PRESENTED AFFECTS THE JUDICIAL ROLE ASSIGNED BY FAA § 4 BEFORE FEDERAL STATUTORY CLAIMS ARE REMOVED FROM A JUDICIAL FORUM

The question presented extends beyond the circumstances of this case. Section 4 of the Federal Arbitration Act assigns courts a threshold role in determining whether arbitration may be compelled. The extent of that obligation is significant because it governs when litigants may be removed from a judicial forum and directed to arbitration.

Petitioner asserted federal employment-discrimination claims arising under statutes enacted by Congress, including Title VII of the Civil Rights Act of 1964 and the Age Discrimination in Employment Act. The question presented therefore concerns not merely the interpretation of a private arbitration provision, but the circumstances under which federal statutory claims may be removed from a judicial forum and directed to arbitration.

This case also presents recurring questions concerning disputes over contract formation, validity, scope, employment classification, and non-signatory enforcement. Such disputes frequently arise in modern employment relationships involving staffing firms, client companies, and arbitration

agreements invoked by entities other than the original signatories. Clarification regarding a court's obligations under Section 4 would provide guidance to litigants and lower courts confronting such disputes.

Review is warranted because the question presented concerns the proper allocation of responsibility between courts and arbitrators. The answer determines whether threshold disputes concerning the existence, enforceability, scope, and application of an arbitration agreement must be resolved by a court before arbitration may be compelled.

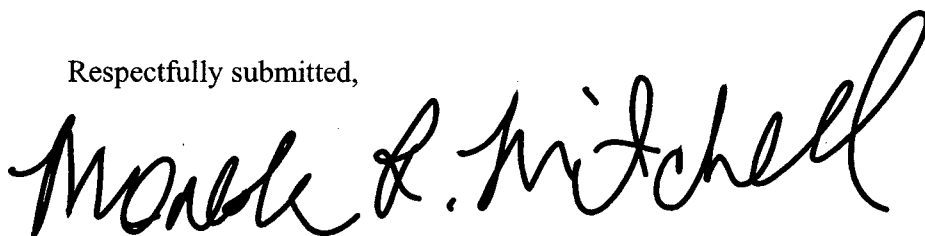
Accordingly, this Court's review is warranted to clarify the scope of a court's obligations under Section 4 of the Federal Arbitration Act when disputes concerning the arbitration agreement itself are presented, and before a litigant asserting federal statutory claims may be removed from a judicial forum and directed to arbitration.

CONCLUSION

For the foregoing reasons, the petition for a writ of certiorari should be granted.

This case presents an important question concerning the obligations assigned to courts under Section 4 of the Federal Arbitration Act before federal statutory employment-discrimination claims may be removed from a judicial forum and directed to arbitration. Review is warranted to clarify the extent of that judicial responsibility where disputes concerning the arbitration agreement itself are presented before arbitration is compelled.

Respectfully submitted,

A handwritten signature in black ink, reading "Monesha R. Mitchell". The signature is written in a cursive, flowing style with a large, prominent "M" and "M" at the end.

Monesha R. Mitchell

Petitioner, *pro se*

25252 Lyon Terrace

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CERTIFICATE OF SERVICE

I, Monesha R. Mitchell, certify that on June 30, 2026, I served a true and correct copy of the foregoing Petition for a Writ of Certiorari upon counsel for Respondents by depositing the same in the United States Mail, first-class postage prepaid, addressed as follows:

Sebastian L. Brana

Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

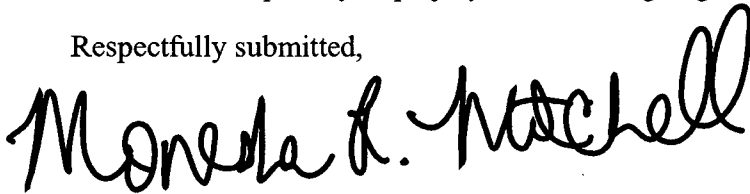
Riverfront Plaza – West Tower, Suite 1300

901 East Byrd Street

Richmond, VA 23219

I declare under penalty of perjury that the foregoing is true and correct.

Respectfully submitted,

A handwritten signature in black ink that reads "Monesha R. Mitchell". The signature is written in a cursive, flowing style.

Monesha R. Mitchell

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Date: June 30, 2026