

In the Supreme Court of the United States

DANIEL GEORGE,

Applicant,

v.

PIEDMONT AIRLINES, INC.

**APPLICATION FOR AN EXTENSION OF TIME TO FILE
A PETITION FOR A WRIT OF CERTIORARI**

To the Honorable Samuel A. Alito, Jr., Associate Justice of the Supreme Court of the United States and Circuit Justice for the United States Court of Appeals for the Third Circuit:

1. Pursuant to Supreme Court Rule 13.5, Applicant Daniel George respectfully requests a 30-day extension of time, to and including September 30, 2026, within which to file a petition for a writ of certiorari. The United States Court of Appeals for the Third Circuit issued its opinion on May 5, 2026. A copy of the opinion is attached as Exhibit A. The Third Circuit denied Applicant's timely petition for rehearing on June 1, 2026. A copy of the order denying rehearing is attached as Exhibit B. This Court's jurisdiction would be invoked under 28 U.S.C. § 1254(1).

2. Absent an extension, a petition for a writ of certiorari would be due on August 31, 2026. This application is being filed more than 10 days in advance of that date, and no prior application has been made in this case by Applicant.

3. This case presents an important and recurring question of federal law on which the courts of appeals are divided: whether the Uniformed Services Employment and Reemployment Rights Act's central anti-discrimination provision, 38 U.S.C. § 4311, independently prohibits an employer from denying a service member a benefit of employment because military service caused his absence from work, or whether 38 U.S.C. § 4316(b)'s guarantee of parity with employees on comparable non-military leave supplies the exclusive measure of the service member's entitlement.

4. Applicant Daniel George, a commercial airline pilot and a Lieutenant Colonel in the United States Air Force Reserve, brought this action under USERRA. While George was serving on long-term active-duty military leave, his employer, Piedmont Airlines, offered a \$70,000 retention bonus to any pilot hired by American Airlines while the pilot remained employed by Piedmont, on its seniority list, and "active and fully qualified." American hired George during his deployment, but Piedmont denied him the bonus on the ground that his military leave rendered him not "active and fully qualified." The district court dismissed the suit for lack of jurisdiction, holding that the Railway Labor Act required George to arbitrate his claim. In a nonprecedential opinion, the Third Circuit affirmed, holding that George's USERRA claim depends on interpreting his collective-bargaining agreement and is therefore an arbitrable "minor dispute" under the Railway Labor Act. The panel reasoned that USERRA entitled George to the bonus only if the agreement extended it to employees on comparable long-term leave.

5. The decision below implicates an entrenched conflict among the courts of appeals over the relationship between §§ 4311 and 4316. The Ninth Circuit holds that

§ 4316(b) is a floor: once an employer extends a benefit to its employees as a right of employment, § 4311 forbids reducing it because of military service, even assuming § 4316(b)'s comparable-leave guarantee would not itself require it. *Huhmann v. Federal Express Corp.*, 874 F.3d 1102, 1112 (9th Cir. 2017); see *Belaustegui v. International Longshore & Warehouse Union*, 36 F.4th 919, 927 (9th Cir. 2022). The Fifth, Seventh, and Eighth Circuits hold that § 4316(b) is a ceiling—a service member is entitled to no more than parity with employees on comparable non-military leave. *Rogers v. City of San Antonio*, 392 F.3d 758, 769 (5th Cir. 2004); *Gross v. PPG Industries, Inc.*, 636 F.3d 884, 890 (7th Cir. 2011); *Dorris v. TXD Services, LP*, 753 F.3d 740, 745 (8th Cir. 2014). The Seventh Circuit has “explicitly considered and rejected” the broader reading of § 4311. *Gross*, 636 F.3d at 890. The decision below places the Third Circuit on the ceiling side of that divide.

6. The question is exceptionally important and recurs frequently. Section 4316(b)'s deeming rule governs the civilian employment of every member of the Reserve and National Guard who leaves work to serve—hundreds of thousands of service members—and it reaches recurring disputes over bonuses, pay, promotions, insurance, and other benefits. Such disputes arise with particular frequency in the airline and railroad industries, whose employees are covered by the Railway Labor Act. A uniform national rule is essential: under the decision below, the same employer applying the same policy to the same facts could prevail in one circuit and be held liable in another.

7. The case presents the question in a posture in which it is outcome-determinative. George's entitlement to the bonus turns entirely on whether § 4311

independently protects a benefit he would have received but for the absence his military service required—the precise question that divides the courts of appeals.

8. Good cause exists for the requested 30-day extension. Counsel has significant competing obligations, including in matters pending before this Court. Additional time would allow counsel to review the record and the decisions below, further research the conflict among the courts of appeals over the relationship between §§ 4311 and 4316, coordinate with co-counsel, and prepare a petition that will be of assistance to the Court.

9. This request is made in good faith and not for purposes of delay.

Wherefore, Applicant respectfully requests that the time to file a petition for a writ of certiorari be extended to and including September 30, 2026.

Dated: August 10, 2026

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Andrew T. Tutt", with a large, stylized flourish extending from the end of the signature.

Andrew T. Tutt
Counsel of Record
TRIAL LAWYERS FOR JUSTICE
421 W. Water Street
Decorah, IA 52101
(866) 854-5529
Andrew@TL4J.com

Counsel for Applicant
Daniel George