

No. 26A342

In the Supreme Court of the United States

HYUNDAI MOTOR AMERICA, INC., APPLICANT,

v.

BRENDA HAGEMAN AND DANA JAYE BAL, ET AL., RESPONDENTS

**APPLICATION FOR A FURTHER EXTENSION OF TIME
WITHIN WHICH TO FILE A PETITION FOR A WRIT OF CERTIORARI
TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT**

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TO THE HONORABLE ELENA KAGAN, ASSOCIATE JUSTICE OF THE
UNITED STATES AND CIRCUIT JUSTICE FOR THE NINTH CIRCUIT:

Under this Court’s Rule 13.5, applicant Hyundai Motor America, Inc. respectfully requests a further 30-day extension of time, to and including November 27, 2026, within which to file a petition for a writ of certiorari to review the judgment of the U.S. Court of Appeals for the Ninth Circuit.[†] Applicant previously filed an application seeking a 30-day extension, which Justice Kagan granted, extending the time to file a petition to and including October 28, 2026.

1. In support of the first application for an extension, applicant explained that this case presents an important, recurring question about the Federal Arbitration Act on which courts are sharply divided. This Court has held that, “as a matter of federal law, any doubts concerning the scope of arbitrable issues should be resolved in favor of arbitration,” including when “the problem at hand is the construction of the contract language itself.” *Moses H. Cone Memorial Hospital v. Mercury Construction Corp.*, 460 U.S. 1, 24-25 (1983). But litigants seeking to evade the presumption have turned to last-gasp interpretive canons such as absurdity, arguing that courts should decline to apply arbitration agreements that by their terms cover the dispute on the ground that ordering arbitration would be “absurd.” The Fourth Circuit rejected such an argument, applying *Moses H. Cone*’s “‘presumption of arbitrability’” and declining to reject arbitration on absurdity grounds. *Mey v. DIRECTV, LLC*, 971 F.3d 284, 292-95 (4th Cir. 2020). The Ninth Circuit expressly disagreed with that reasoning, declining to apply

[†] Under Rule 29.6, applicant states that Hyundai Motor America, Inc. is a wholly owned subsidiary of Hyundai Motor Company (HYMTF), a Korean corporation whose shares are publicly traded in the United States in the form of American Depositary Receipts. The only publicly held entity that owns 10% or more of the stock of Hyundai Motor Company is Hyundai MOBIS Co., Ltd.

Moses H. Cone and instead applying the absurdity canon to reject arbitration. *Revitch v. DIRECTV, LLC*, 977 F.3d 713, 717-18 (9th Cir. 2020). Another court of appeals has embraced the Ninth Circuit’s analysis in *Revitch*. *Metroplex Communications, Inc. v. Meta Platforms, Inc.*, — F.4th —, 2026 WL 2530248, at *-4 (7th Cir. Aug. 27, 2026). In this case, a divided panel of the Ninth Circuit applied *Revitch* to reject arbitration on the ground that it would be absurd. App. 7a-9a.

This sharp split reflects broader confusion about the presumption of arbitrability. This issue has yielded a wealth of conflicting opinions from judges across the country. *See, e.g., Revitch*, 977 F.3d at 722-24 (O’Scannlain, J., concurring); *id.* at 726-28 (Bennett, J., dissenting); *Calderon v. Sixt Rent a Car, LLC*, 5 F.4th 1204, 1213 (11th Cir. 2021); *id.* at 1215 (Jill Pryor, J., concurring); *id.* at 1215-21 (Newsom, J., concurring); *Davitashvili v. Grubhub Inc.*, 131 F.4th 109, 124-25 (2d Cir. 2025) (Pérez, J., concurring); *id.* at 125 (Sullivan, J., concurring in part and dissenting in part). The Ninth Circuit’s rule from *Revitch* contravenes the FAA and this Court’s decisions, evinces the very hostility to arbitration the FAA was designed to eliminate, unsettles parties’ legitimate expectations, and deprives litigants of the many benefits of arbitration.

2. Additional time is necessary for counsel to prepare a petition that would be helpful to the Court. Counsel for applicant has had, and will continue to have, significant professional responsibilities in other time-sensitive matters, along with preexisting travel plans, before and after the current October 28 deadline. Among those are a preliminary-injunction hearing in the District Court for the District of Columbia on October 8; a California Court of Appeal brief due on October 12; a Ninth Circuit brief due on October 15; a Second Circuit brief due on October 16; a Ninth Circuit brief due on

October 19; an Eleventh Circuit brief due on October 21; a cert reply to be filed in this Court around November 8; oral arguments before the D.C. Circuit on November 16; a Ninth Circuit brief due on November 16; a California Court of Appeal brief due on November 18; and oral argument before the California Court of Appeal on November 20. Applicant isn't aware of any party that would be prejudiced by a 30-day extension.

Accordingly, applicant respectfully requests that its time to file a petition for a writ of certiorari be extended by 30 days, to and including November 27, 2026.

Respectfully submitted.

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