25-1408 GOLDMAN SACHS BANK USA V. BROWN

DECISION BELOW: 170 F.4th 249

LOWER COURT CASE NUMBER: 25-1439

QUESTION PRESENTED:

The Federal Arbitration Act (FAA) commands that arbitration agreements "shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract." 9 U.S.C. § 2. That command extends to federal statutory claims-and may be displaced only by a "clear and manifest" congressional command to the contrary. *Epic Sys. Corp. v. Lewis*, 584 U.S. 497, 510-11 (2018). For decades, this Court has "rejected every . . . effort" to conjure such a conflict, across statutes ranging from the Sherman Act to the Age Discrimination in Employment Act (ADEA) to the Racketeer Influenced and Corrupt Organizations Act (RICO). *Id.* at 510, 516 (emphasis omitted). Yet the decision below held that Congress intended to displace the FAA with respect to claims seeking money damages for alleged violations of the Bankruptcy Code's automatic stay, reasoning that arbitration would "interfere and conflict with the strong and established policies and purposes of the Bankruptcy Code." App.2a. That holding "creates a clear circuit split" with the Second Circuit's decision in *MBNA America Bank, N.A. v. Hill*, 436 F.3d 104 (2d Cir. 2006). *Id.* at 28a (King, J., dissenting). It also deepens broader confusion over how this Court's arbitration precedents apply in bankruptcy.

The question presented is:

Whether, and under what circumstances, a bankruptcy court may override the FAA and refuse to honor a valid arbitration agreement with respect to Section 362(k) claims.

CERT. GRANTED 11/6/2026