

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
MISSISSIPPI, OXFORD DIVISION

Nutrien Ag Solutions, Inc. v. Raymond Anthony

No. 3:25-CV-137-DMB-RP (N.D. Miss. Dec. 2, 2025) · No. 3:25-CV-137-DMB-RP · Decided December 2,
2025

SUMMARY

The United States District Court for the Northern District of Mississippi granted Nutrien Ag Solutions, Inc.’s motion for default judgment against Raymond Anthony on a breach of contract claim. The court found that default judgment was procedurally warranted and that the pleadings established a sufficient basis for liability under the parties’ credit agreement. Judgment was entered for \$265,347.47, consisting of the unpaid account balance, prejudgment interest, attorneys’ fees, and expenses, plus post-judgment interest at the statutory rate.

CASE DETAILS

COURT	United States District Court for the Northern District of Mississippi, Oxford Division
WRITING FOR THE COURT	Debra M. Brown
JURISDICTION	United States District Court for the Northern District of Mississippi, Oxford Division
DECIDED	December 2, 2025
DOCKET	3:25-CV-137-DMB-RP
DISPOSITION	other
PROCEDURAL POSTURE	Nutrien moved for default judgment on its breach of contract claim after Anthony failed to answer or otherwise defend, the Clerk entered default, and Anthony's subsequently filed answer was stricken as untimely.
STANDARD OF REVIEW	The court applied the Rule 55 default-judgment framework, considering whether default judgment was procedurally warranted, whether the pleadings supplied a sufficient basis for judgment, and what relief should be awarded. Damages had to be established by evidence with as much accuracy as possible, and attorney-fee reasonableness was reviewed under the lodestar method and applicable Johnson factors.

PRECEDENTIAL VALUE	unpublished and nonprecedential district-court order
PARTIES	Nutrien Ag Solutions, Inc. v. Raymond Anthony

TOPICS

default judgment default breach of contract attorney fees prejudgment interest

PRACTICE AREAS

civil procedure contracts commercial litigation remedies

QUESTIONS PRESENTED

1. Whether default judgment was procedurally warranted under Federal Rule of Civil Procedure 55.
2. Whether Nutrien's pleadings established a sufficient basis for default judgment on its Mississippi-law breach of contract claim.
3. Whether Nutrien established its unpaid account balance, prejudgment interest, attorney fees, and expenses sufficiently to support an award.
4. What post-judgment interest rate applied where the agreement did not specify an alternative post-judgment rate.

HOLDINGS

1. Default judgment was procedurally warranted because Anthony failed to plead or otherwise defend, the Clerk entered default, no material factual dispute was presented, the grounds for default were established, no good-faith mistake or excusable neglect was shown, and Anthony had not sought to set aside the default.
2. The pleadings supplied a sufficient basis for default judgment because Nutrien alleged a valid and binding contract, Anthony's breach by failing to pay the account balance, and facts establishing each required contract-formation element.
3. Nutrien established an unpaid balance of \$236,623.74 and prejudgment interest of \$5,496.73.
4. Nutrien was entitled to \$21,357.00 in attorney fees and \$1,870.00 in expenses under the credit agreement.
5. Nutrien was entitled to post-judgment interest at the federal statutory rate because the agreement did not clearly specify an alternative post-judgment interest rate.

KEY QUOTATIONS

“Because a default judgment is procedurally warranted and the pleadings establish a sufficient basis for a default judgment, a default judgment will be entered.” (Section II)

“Even when a defendant is in default, a plaintiff is not ‘entitled to default judgment as a matter of right.’” (Section II.B)

“Nutrien’s motion for default judgment [14] is GRANTED.” (Section III)

FACTUAL BACKGROUND

Anthony entered into a 2019 credit agreement with Nutrien for up to \$200,000 and agreed to pay credit purchases, finance charges, fees, and expenses by the maturity date. The agreement provided that failure to pay would constitute default, accelerate the unpaid balance, and make Anthony responsible for collection costs and reasonable attorney fees. Anthony's account balance was \$236,623.74 when the complaint was filed, despite a February 2025 demand for payment. He did not pay the balance.

PROCEDURAL HISTORY

Nutrien filed a diversity complaint on May 5, 2025, alleging that Anthony breached a credit agreement by failing to pay his account balance. Anthony was personally served on May 6, 2025, and also received service by certified mail. After Anthony failed to answer, the Clerk entered default on Nutrien's application. Anthony later filed an answer, but the magistrate judge struck it because it was filed after entry of default. Nutrien then moved for default judgment; Anthony did not respond. The district court granted the motion and entered judgment for \$265,347.47, plus post-judgment interest at the statutory rate.

DISPOSITION

other

CASES CITED

- Sun Bank of Ocala v. Pelican Homestead & Sav. Ass'n, 874 F.2d 274, 276 (5th Cir. 1989)
- N.Y. Life Ins. Co. v. Brown, 84 F.3d 137, 141 (5th Cir. 1996)
- J & J Sports Prods., Inc. v. Morelia Mexican Rest., Inc., 126 F. Supp. 3d 809, 814 (N.D. Tex. 2015)
- Lindsey v. Prive Corp., 161 F.3d 886, 893 (5th Cir. 1998)
- Martinez v. Eltman L., P.C., 444 F. Supp. 3d 748, 753 (N.D. Tex. 2020)
- Ins. Co. of the W. v. H & G Contractors, Inc., No. C-10-390, 2011 WL 4738197, at *3 (S.D. Tex. Oct. 5, 2011)
- Helena Chem. Co. v. Aylward, No. 4:15-cv-96, 2016 WL 1611121, at *2 (N.D. Miss. Apr. 21, 2016)
- ABC Supply Co., Inc. v. All in One Renovations LLC, No. 3:25-cv-144, 2025 WL 3022299, at *2 n. 4 (N.D. Miss. Oct. 29, 2025)
- Escalante v. Lidge, 34 F.4th 486, 492-93 (5th Cir. 2022)
- Ganther v. Ingle, 75 F.3d 207, 212 (5th Cir. 1996)
- Wooten v. McDonald Transit Assocs., Inc., 788 F.3d 490, 498 (5th Cir. 2015)
- Nishimatsu Constr. Co. v. Hous. Nat'l Bank, 515 F.2d 1200, 1206 (5th Cir. 1975)
- Maness v. K & A Enters. of Miss., LLC, 250 So. 3d 402, 414 (Miss. 2018)
- Bus. Commc'ns, Inc. v. Banks, 90 So. 3d 1221, 1224-25 (Miss. 2012)
- White v. Jernigan Copeland Att'ys, PLLC, 346 So. 3d 887, 896 (Miss. 2022)

- Frierson v. Delta Outdoor Inc., 794 So. 2d 220, 224 (Miss. 2001)
- Lagrone v. OMNOVA Sols., No. 1:16-cv-159, 2018 WL 1570810, at *2 (N.D. Miss. Mar. 31, 2018)
- Law Funder, L.L.C. v. Munoz, 924 F.3d 753, 761 (5th Cir. 2019)
- Flynn v. People's Choice Home Loans, Inc., 440 F. App'x 452, 457 (6th Cir. 2011)
- Thomas v. Glob. Boat Builders & Repairmen Inc., 482 So. 2d 1112, 1116 (Miss. 1986)
- Harvey v. Caesars Ent. Operating Co., Inc., 790 F. App'x 582, 593-96 (5th Cir. 2019)
- Burnsed Oil Co. Inc. v. Grynberg, 320 F. App'x 222, 232 (5th Cir. 2009)
- Upchurch Plumbing, Inc. v. Greenwood Utils. Comm'n, 964 So. 2d 1100, 1117 (Miss. 2007)
- Est. of Baxter v. Shaw Assocs., Inc., 797 So. 2d 396, 403 (Miss. Ct. App. 2001)
- ExxonMobil Corp. v. Elec. Reliability Servs., Inc., 868 F.3d 408, 419 (5th Cir. 2017)
- Celtic Marine Corp. v. James C. Justice Cos., 593 F. App'x 300, 305 (5th Cir. 2014)
- Tricon Energy Ltd. v. Vinmar Int'l, Ltd., 718 F.3d 448, 456-59 (5th Cir. 2013)
- A&F Props., LLC v. Lake Caroline Inc., 775 So. 2d 1276, 1282 (Miss. Ct. App. 2000)
- Bluewater Logistics, LLC v. Williford, 55 So. 3d 148, 164 (Miss. 2011)
- Weaver v. Ross, 391 So. 3d 1240, 1248 (Miss. Ct. App. 2024)
- Tupelo Redev. Agency v. Gray Corp., 972 So. 2d 495, 521-22 (Miss. 2007)
- BellSouth Pers. Commc'ns, LLC v. Bd. of Supervisors of Hinds Cnty., 912 So. 2d 436, 446-47 (Miss. 2005)
- Weeks v. S. Bell Tel. and Tel. Co., 467 F.2d 95, 97 (5th Cir. 1972)
- Saizan v. Delta Concrete Prods. Co., 448 F.3d 795, 800 (5th Cir. 2006)
- Johnson v. Georgia Highway Express, Inc., 488 F.2d 714, 717-19 (5th Cir. 1974)
- Walker v. U.S. Dep't of Hous. & Urb. Dev., 99 F.3d 761, 771-72 (5th Cir. 1996)
- Shipes v. Trinity Indus., 987 F.2d 311, 320 (5th Cir. 1993)
- Dynasteel Corp. v. Aztec Indus., Inc., 611 So. 2d 977, 986 (Miss. 1992)
- Harrison v. McMillan, 828 So. 2d 756 (Miss. 2002)