

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
MISSISSIPPI

Blissett v. Pate’s Auto Group, LLC, et al.

Blissett v. Pate’s Auto Group, LLC, No. 3:25-cv-00310-JDM-JMV (N.D. Miss. Mar. 26, 2026) · No. 3:25-cv-00310-JDM-JMV · Decided March 26, 2026

SUMMARY

The United States District Court for the Northern District of Mississippi granted the defendants’ motion to compel arbitration in a dispute arising from the repossession of a truck purchased by the plaintiff’s minor son. The court held that the arbitration agreement contained a valid delegation clause covering disputes concerning arbitrability, notice, and waiver, and therefore referred those issues to the arbitrator. The court stayed the case and ordered periodic status updates regarding arbitration.

CASE DETAILS

COURT	United States District Court for the Northern District of Mississippi
WRITING FOR THE COURT	James D. Maxwell II
JURISDICTION	United States District Court for the Northern District of Mississippi
DECIDED	March 26, 2026
DOCKET	3:25-cv-00310-JDM-JMV
DISPOSITION	other
PROCEDURAL POSTURE	Defendants moved to compel arbitration under an arbitration agreement arising from a truck sale. The plaintiff opposed, arguing that defendants waived arbitration and defaulted by failing to pay American Arbitration Association fees. The court granted the motion to compel, referred arbitrability, notice, and waiver issues to the arbitrator, and stayed the case.
STANDARD OF REVIEW	The court applied the two-step federal arbitration analysis: state contract law determines whether an agreement to arbitrate exists, and the court then determines whether the claims fall within the agreement. Because the agreement delegated arbitrability to the arbitrator, the court limited its inquiry to whether the delegation clause was valid.
PRECEDENTIAL VALUE	unpublished

TOPICS

arbitration

truth in lending

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PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether a valid and enforceable agreement to arbitrate existed between Blissett and the Pates.
2. Whether the arbitration agreement validly delegated arbitrability to the arbitrator.
3. Whether disputes concerning notice of arbitration, failure to pay AAA fees, waiver, and default were procedural arbitrability issues for the arbitrator rather than the court.

HOLDINGS

1. A valid and enforceable agreement to arbitrate existed between Blissett and the Pates.
2. The arbitration agreement's delegation clause validly assigned questions concerning the validity, scope, and interpretation of the arbitration provision to the arbitrator.
3. The arbitrator, not the court, must decide whether the Pates received notice, failed to comply with AAA rules, defaulted, or waived their right to arbitrate.

KEY QUOTATIONS

"But where an arbitration agreement delegates the arbitrability of claims to the arbitration, the Court only asks if the delegation clause is valid." (at 3)

"So the Court refers these question to the arbitrator." (at 4)

"All of Blissett's claims against Pate's Auto, Dylan Pate, and Jayden Pate shall be submitted to arbitration under the terms set forth in the arbitration provision." (Conclusion)

FACTUAL BACKGROUND

Blissett's minor son purchased a truck from the Pates under a contract containing an arbitration provision and a delegation clause. After the truck was repossessed, Blissett sued the Pates and Carwile Towing and Recovery, alleging a Truth in Lending Act violation and conversion. Blissett initiated AAA arbitration, but AAA later closed its file after the required filing fees were not paid; the Pates contended they never received notice because their mail was sometimes misrouted.

PROCEDURAL HISTORY

Penelope Blissett sued Pate's Auto Group, LLC, Dylan Pate, Jayden Pate, and Jerry Wayne Carwile after repossession of her minor son's truck, asserting a Truth in Lending Act claim and a supplemental conversion claim. Blissett had attempted to initiate arbitration against the Pates, but the AAA closed its file after allegedly not receiving required filing fees. The Pates moved to compel arbitration, asserting they had not received notice of the arbitration proceedings. The district court granted the motion, directed that Blissett's claims against the Pates be arbitrated, granted an extension of time, and stayed the case.

DISPOSITION

other

CASES CITED

- Kubala v. Supreme Production Services, Inc., 830 F.3d 199, 201-02 (5th Cir. 2016)
- Matter of Willis, 944 F.3d 577, 579 (5th Cir. 2019)
- Rent-A-Center, West, Inc. v. Jackson, 561 U.S. 63, 68-69 (2010)
- Town of Amherst v. Custom Lighting Services, LLC, No. 07-CV-261S, 2007 WL 4264608, at *11 (W.D.N.Y. Nov. 30, 2007)
- Howsam v. Dean Witter Reynolds, Inc., 537 U.S. 79, 84-85 (2002)
- John Wiley & Sons, Inc. v. Livingston, 376 U.S. 543, 557 (1964)

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