

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
TENNESSEE

Andrea Jaye Mosby v. Reaves Law Firm PLLC

Mosby v. Reaves Law Firm PLLC · No. 2:23-cv-02099-SHM-tmp · Decided April 7, 2026

SUMMARY

The United States District Court for the Western District of Tennessee denied Reaves Law Firm PLLC’s motion to stay execution of a money judgment pending appeal. The court held that, absent a supersedeas bond, the defendant had not demonstrated extraordinary circumstances warranting waiver of the bond requirement, and permitted the plaintiff to continue executing on the judgment.

CASE DETAILS

COURT	United States District Court for the Western District of Tennessee
WRITING FOR THE COURT	Samuel H. Mays, Jr.
JURISDICTION	United States District Court for the Western District of Tennessee
DECIDED	April 7, 2026
DOCKET	2:23-cv-02099-SHM-tmp
DISPOSITION	other
PROCEDURAL POSTURE	After a jury verdict and entry of a money judgment in favor of Plaintiff, Defendant appealed and moved to stay execution of the judgment without posting a supersedeas bond.
STANDARD OF REVIEW	The court exercised discretion under Federal Rule of Civil Procedure 62(d) to determine whether extraordinary circumstances justified waiving or reducing the usual supersedeas-bond requirement for a stay of execution pending appeal.
PRECEDENTIAL VALUE	Unknown
PARTIES	Reaves Law Firm PLLC v. Andrea Jaye Mosby

TOPICS

- civil procedure
- appellate procedure
- remedies
- standard of review
- appellate jurisdiction

PRACTICE AREAS

- civil procedure
- appellate procedure
- employment law
- civil rights

QUESTIONS PRESENTED

1. Whether Defendant was entitled to an automatic stay of execution pending appeal without posting a supersedeas bond.
2. Whether Defendant demonstrated extraordinary circumstances sufficient to justify waiving or reducing the supersedeas-bond requirement.

HOLDINGS

1. A party is entitled to a stay of execution of a money judgment as a matter of right under Federal Rule of Civil Procedure 62(d) only upon posting a satisfactory, court-approved supersedeas bond.
2. A court may exercise discretionary authority to reduce or waive the supersedeas-bond requirement, but the appellant must demonstrate extraordinary circumstances justifying an unsecured or reduced-bond stay.
3. Defendant failed to establish extraordinary circumstances warranting waiver or reduction of the supersedeas-bond requirement, so the motion to stay execution was denied.

KEY QUOTATIONS

“A stay of execution of a judgment pending appellate review almost always requires appellant to post a supersedeas bond.” (at 6)

“Defendant merely asserts that it will be unable to meet its accounts receivable, without presenting evidence for that assertion.” (at 4)

FACTUAL BACKGROUND

Mosby obtained a jury verdict against her former employer on Title VII, FLSA, and Equal Pay Act retaliation claims, including \$258,269.27 in back pay, \$516,538.54 in compensatory damages, and \$2.5 million in punitive damages. The Court later entered judgment for approximately \$3.63 million, including front pay, liquidated damages, and prejudgment interest. After Defendant appealed, Mosby sought garnishment of Defendant's bank accounts, and Defendant moved to stay execution, asserting that garnishment would disrupt payments to clients, employees, service providers, taxing authorities, and other third parties.

PROCEDURAL HISTORY

Mosby sued her former employer alleging Title VII, FLSA, and Equal Pay Act retaliation claims. A jury returned a verdict for Mosby on all claims and awarded damages, after which the Court entered a judgment totaling approximately \$3.63 million, including front pay, liquidated damages, and prejudgment interest. Defendant appealed, Mosby began garnishment proceedings against Defendant's bank accounts, and Defendant moved to stay execution pending appeal without posting a supersedeas bond. The district court denied the motion.

DISPOSITION

other

CASES CITED

- Arban v. W. Publ'g Corp., 345 F.3d 390, 409 (6th Cir.)
- Hamlin v. Charter Twp. of Flint, 181 F.R.D. 348, 351, 353 (E.D. Mich.)
- Transp. Ins. Co. v. Citizens Ins. Co. of Am., No. 08-15018, 2013 WL 4604126, at *4 (E.D. Mich.)
- Titan Tire Corp. of Bryan v. United Steel Workers of Am., Local 890L, No. 09-4460, 2010 WL 815557, at *1 (6th Cir.)
- United States v. GE, 397 F. App'x 144, 151 (6th Cir.)
- Koshani v. Barton, No. 3:17-CV-265, 2019 WL 7288802, at *2 (E.D. Tenn.)
- Murray v. Williams, No. 3:15-cv-284, 2017 WL 2469162, at *2 (E.D. Tenn.)
- Maxum Indem. Co. v. Drive W. Ins. Servs., Inc., No. 13-cv-191, 2019 WL 340107, at *1 (S.D. Ohio)
- Am. Furukawa, Inc. v. Hossain, No. 14-13633, 2017 WL 9719047, at *2-*3 (E.D. Mich.)
- Bank v. Byrd, No. 10-02004, 2012 WL 5384162, at *3 (W.D. Tenn.)
- Valley Nat'l Gas, Inc. v. Marihugh, No. 07-11675, 2008 WL 4601032, at *1-*2 (E.D. Mich.)
- Miller v. Hurst, No. 3:17-cv-0791, 2021 WL 2717403, at *3 (M.D. Tenn.)
- Dublin Eye Assocs. v. Mass. Mut. Life Ins. Co., No. 5:11-128-DCR, 2015 WL 1636160, at *5 (E.D. Ky.)
- Contract Mgmt., Inc. v. Babcock & Wilcox Tech. Servs. Y-12, LLC, No. 3:10-cv-110, 2013 WL 870605, at *2 (E.D. Tenn.)
- Eaton Corp. v. Wrena, LLC, No. 1:20-cv-893, 2024 WL 5076313, at *2 (N.D. Ohio)
- Johnson v. Connecticut Gen. Life Ins. Co., No. 5:07-cv-167, 2008 WL 918459, at *2 (N.D. Ohio)
- Vaughan v. Memphis Health Ctr., Inc., No. 03-2470 Ma/V., 2006 WL 2038577, at *1-*2 (W.D. Tenn.)
- EB-Bran Prods., Inc. v. Warner Elektra Atlantic, Inc., No. 03-75149, 2006 WL 1851010, at *2 (E.D. Mich.)