UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA

Brandon McCutcheon v. Design 1 Group, LLC, et al.

McCutcheon · No. 2:24-cv-00620 · Decided January 14, 2026

SUMMARY

The United States District Court for the Southern District of West Virginia granted Solar Mosaic LLC and Connexus Credit Union's motion to compel arbitration of Brandon McCutcheon's West Virginia Consumer Credit and Protection Act claim. The court held that the arbitration provision in the parties' loan agreement covered claims relating to the solar panel system purchased from third-party installer Design 1 Group, LLC. The court referred the claims against Mosaic and Connexus to arbitration, stayed the action, and removed it from the active docket.

CASE DETAILS

COURT	United States District Court for the Southern District of West Virginia
WRITING FOR THE COURT	Irene C. Berger
JURISDICTION	United States District Court for the Southern District of West Virginia
DECIDED	January 14, 2026
DOCKET	2:24-cv-00620
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff brought claims arising from the allegedly defective installation and financing of a solar-panel system. After removal from West Virginia state court, Solar Mosaic LLC and Connexus Credit Union moved to compel arbitration under the arbitration provision in the parties' loan agreement.
STANDARD OF REVIEW	The court conducted limited review to determine whether a valid agreement to arbitrate existed and whether the specific dispute fell within the agreement's substantive scope. Contract validity and enforceability were governed by West Virginia contract principles, and ambiguities concerning arbitration scope were resolved in favor of arbitration.
PRECEDENTIAL VALUE	nonprecedential

PARTIES	Brandon McCutcheon v. Design 1 Group, LLC, Connexus Credit Union, Solar Mosaic LLC, Jennings Cole, Chris Cole, Jon Cole

TOPICS

arbitration · consumer protection · contracts · bankruptcy · civil procedure

PRACTICE AREAS

arbitration · civil procedure · consumer protection · contracts · bankruptcy

QUESTIONS PRESENTED

1. Whether McCutcheon's claim against Solar Mosaic and Connexus fell within the scope of the arbitration provision in the loan agreement.
2. Whether the court should compel arbitration of that claim and stay the action pending arbitration.
3. Whether the overlapping claims against Design 1 warranted staying the entire action for purposes of judicial economy.

HOLDINGS

1. The claim fell within the arbitration provision because it arose out of or related to a product provided by a third party in connection with McCutcheon's loan.
2. The arbitration clause was not limited to products or services supplied by loan-service or debt-collection companies; it covered any product or service provided by a third party in connection with the loan.
3. McCutcheon was bound by the arbitration clause because he entered into the loan agreement containing it, and his alleged lack of notice or failure to anticipate the clause's application did not defeat assent.

KEY QUOTATIONS

> *"Moreover, the phrase "in connection with [the Plaintiff's] loan" does not limit the term "third parties" because it merely requires the products or services provided by third parties to be connected to the loan in some way, such as here, where the product purchased by the Plaintiff was financed with the loan he received from the Finance Defendants."* (8)

> *"Because the Plaintiff's claim against Defendants Mosaic and Connexus falls within the scope of the arbitration clause contained in the Loan Agreement, the Court finds the Finance Defendants' motion to compel arbitration should be granted."* (9)

FACTUAL BACKGROUND

McCutcheon entered into a contract with Design 1 Group for installation of a solar-panel system and entered into a loan agreement facilitated by Design 1 to finance the purchase, naming Solar Mosaic and Connexus as lenders. He alleged that Design 1 installed a different and defective system, damaged his residence, caused power outages, failed to arrange required electrical work, and failed to make the system operational. He asserted fraud and misrepresentation, negligence, breach of contract, and West Virginia Consumer Credit and Protection Act claims against Design 1, as well as a statutory claim against Mosaic and Connexus based on their participation as lenders.

PROCEDURAL HISTORY

McCutcheon filed the action in the Circuit Court of Kanawha County, West Virginia, on October 17, 2024. Defendants removed the action to the Southern District of West Virginia on October 29, 2024. Solar Mosaic moved to compel arbitration, Connexus later joined the motion, and the federal court stayed the case during Mosaic's Chapter 11 bankruptcy proceeding. After lifting the stay, the court granted the motion to compel arbitration as to McCutcheon's claim against Mosaic and Connexus, referred that claim to arbitration, and stayed and removed the action from the active docket.

DISPOSITION

other

CASES CITED

- AT&T Mobility LLC v. Concepcion, AT&T Mobility LLC v. Concepcion, 563 U.S. 333, 339 (2011)
- Adkins v. Labor Ready, Inc., 303 F.3d 496, 500-01 (4th Cir. 2002)
- Cara's Notions, Inc. v. Hallmark Cards, Inc., 140 F.3d 566, 569 (4th Cir. 1998)
- Glass v. Kidder Peabody & Co., 114 F.3d 446, 453 (4th Cir. 1997)
- Buckeye Check Cashing, Inc. v. Cardegna, 546 U.S. 440, 445 (2006)
- Volt Information Sciences, Inc. v. Board of Trustees of Leland Stanford Junior University, 489 U.S. 468, 475-76 (1989)
- Mey v. DIRECTV, LLC, 971 F.3d 284, 288, 292 (4th Cir. 2020)
- American Recovery Corp. v. Computerized Thermal Imaging, Inc., 96 F.3d 88, 92 (4th Cir. 1996)
- Hampden Coal, LLC v. Varney, 810 S.E.2d 286, 302 (W. Va. 2018)
- Sedlock v. Moyle, 668 S.E.2d 176, 180 (W. Va. 2008)
- Reddy v. Community Health Foundation of Man, 298 S.E.2d 906, 910 (W. Va. 1982)
- Sydnor v. Conseco Financial Servicing Corp., 252 F.3d 302, 306 (4th Cir. 2001)
- Clark v. Appalachian Power Co., No. 2:24-cv-424, 2025 WL 607200, at *7 (S.D. W. Va. Feb. 25, 2025)