UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF LOUISIANA

Wayne Taylor v. Alternative Solar, LLC, et al.

Taylor · No. 24-2479 · Decided April 24, 2026

SUMMARY

The United States District Court for the Eastern District of Louisiana granted Solar Mosaic, LLC's unopposed motion to compel arbitration in Wayne Taylor's Fair Debt Collection Practices Act action. The court held that the arbitration provision in the plaintiff's Home Improvement Loan Agreement applied to his claims against Mosaic as a service provider and loan servicer. The court stayed and administratively closed the case pending arbitration.

CASE DETAILS

COURT	United States District Court for the Eastern District of Louisiana
JURISDICTION	United States District Court for the Eastern District of Louisiana
DECIDED	April 24, 2026
DOCKET	24-2479
DISPOSITION	other
PROCEDURAL POSTURE	Defendant Solar Mosaic, LLC moved to compel arbitration of Plaintiff Wayne Taylor's Fair Debt Collection Practices Act claims and to stay the action pending arbitration. The motion was unopposed and was granted.
STANDARD OF REVIEW	The court applied the Federal Arbitration Act's enforcement standards, under which a written arbitration agreement is prima facie valid and must be enforced unless the opposing party proves a defense such as fraud, coercion, or another ground for revocation under applicable contract law. Because the claims fell within the agreement's scope, the court had no discretion under 9 U.S.C. § 3 to deny a stay.
PRECEDENTIAL VALUE	Unknown

TOPICS

arbitration · fair debt collection · civil procedure

PRACTICE AREAS

arbitration fair debt collection civil procedure

QUESTIONS PRESENTED

1. Whether Taylor's FDCPA claims against Mosaic fell within the scope of the written arbitration provision in the Home Improvement Loan Agreement and Promissory Note.
2. Whether Mosaic was entitled to an order compelling arbitration and a stay of the federal action under the Federal Arbitration Act.

HOLDINGS

1. Taylor's FDCPA claims against Mosaic arose from and related to the Loan Agreement because they concerned Mosaic's purported collection of the debt, and the agreement expressly covered claims against service providers and related parties.
2. The written arbitration agreement was enforceable because Taylor did not oppose the motion or prove fraud, coercion, or another defense to enforcement.
3. The case had to be stayed and administratively closed pending arbitration because the claims were referable to arbitration.

KEY QUOTATIONS

> *"If any suit or proceeding be brought in any of the courts of the United States upon any issue referable to arbitration . . . the court . . . shall on application of one of the parties stay the trial of the action until such arbitration has been had in accordance with the terms of the agreement . . . ."*

> *"Under the FAA, a written arbitration agreement is prima facie valid and must be enforced unless the opposing party . . . 'allege[s] and prove[s] that the arbitration clause itself was a product of fraud, coercion, or 'such grounds as exist at law or in equity for the revocation of the contract.''"*

FACTUAL BACKGROUND

Taylor entered into a Home Improvement Loan Agreement and Promissory Note with WebBank and electronically signed the agreement. The agreement contained an arbitration provision covering WebBank, service providers, and related entities, including claims arising from or relating to the loan agreement. Mosaic acted as the platform service provider and loan servicer, and Taylor's FDCPA claims concerned Mosaic's purported collection of the loan debt.

PROCEDURAL HISTORY

Taylor sued Alternative Solar, LLC, Carlos Gudino, Wakefield & Associates, Omnidian, Inc., and Solar Mosaic, LLC. Taylor voluntarily dismissed the claims against Alternative Solar and Gudino, settled the claims against Wakefield, and the court dismissed the claims against Omnidian under Rule 12(b)(6). Mosaic was the only remaining defendant. Mosaic then moved to compel arbitration, and the court granted the motion, stayed the case, and administratively closed it pending arbitration.

DISPOSITION

other

CASES CITED

- Edward H. Bohlin Co. v. Banning Co., 6 F.3d 350, 356 (5th Cir. 1993)
- Iberia Credit Bureau, Inc. v. Cingular Wireless LLC, 379 F.3d 159, 166 (5th Cir. 2004)
- Texaco Exploration & Production Co. v. AmClyde Engineered Products Co., 243 F.3d 906, 909 (5th Cir. 2001)
- Dean Witter Reynolds Inc. v. Byrd, 470 U.S. 213, 217 (1985)
- Hornbeck Offshore Corp. v. Coastal Carriers Corp., 981 F.2d 752, 754 (5th Cir. 1993)
- Freudensprung v. Offshore Technical Services, Inc., 379 F.3d 327, 341 (5th Cir. 2004)
- National Iranian Oil Co. v. Ashland Oil, Inc., 817 F.2d 326, 332 (5th Cir. 1987)

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