

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
LOUISIANA

Thomas L. D’Aquin v. Afterpay US Services, LLC

No. 26-00877, Section T (1) (E.D. La. Apr. 30, 2026) · No. 26-00877 · Decided April 30, 2026

SUMMARY

The United States District Court for the Eastern District of Louisiana denied Thomas L. D’Aquin’s motion for a temporary restraining order against Afterpay US Services, LLC. The court held that Plaintiff had not satisfied Federal Rule of Civil Procedure 65(b) or demonstrated the required likelihood of success, irreparable injury, balance of harms, and public-interest factors.

CASE DETAILS

COURT	United States District Court for the Eastern District of Louisiana
WRITING FOR THE COURT	Greg Gerard Guidry
JURISDICTION	United States District Court for the Eastern District of Louisiana
DECIDED	April 30, 2026
DOCKET	26-00877
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved for a temporary restraining order under Federal Rule of Civil Procedure 65, seeking restoration of his Afterpay account or clear reinstatement criteria. The district court denied the motion.
STANDARD OF REVIEW	The grant or denial of a temporary restraining order is within the sound discretion of the district court. The movant must satisfy Federal Rule of Civil Procedure 65(b) and demonstrate all four preliminary-injunction factors.
PRECEDENTIAL VALUE	unpublished district court order; nonprecedential
PARTIES	Thomas L. D’Aquin v. Afterpay US Services, LLC

TOPICS

- injunctions
- civil procedure
- consumer protection
- breach of contract
- deceptive trade practices

PRACTICE AREAS

- civil procedure
- injunctive relief
- consumer protection
- contracts

QUESTIONS PRESENTED

1. Whether Plaintiff satisfied Federal Rule of Civil Procedure 65(b)(1)'s requirements for an ex parte temporary restraining order, including a specific evidentiary showing of immediate and irreparable injury and certification of notice efforts.
2. Whether Plaintiff established the four elements required for a temporary restraining order: substantial likelihood of success on the merits, substantial threat of irreparable injury, favorable balancing of harms, and consistency with the public interest.

HOLDINGS

1. Plaintiff was not entitled to an ex parte temporary restraining order because he did not provide an affidavit or verified complaint clearly showing immediate and irreparable injury before Defendant could be heard, and he did not assert or certify efforts to provide notice or reasons notice should be excused.
2. Plaintiff was not entitled to a temporary restraining order because he failed to present facts or law establishing a substantial likelihood of success on the merits, a substantial threat of irreparable injury, that the threatened injury outweighed harm to Defendant, or that the injunction would serve the public interest.

KEY QUOTATIONS

“Temporary restraining orders and preliminary injunctions are extraordinary forms of relief and require plaintiffs to carry an onerous burden.” (II. LAW and ANALYSIS)

“It is well-settled that to obtain a temporary restraining order, the movant must demonstrate all four of the following elements: (1) a substantial likelihood of prevailing on the merits, (2) a substantial threat of irreparable injury if the injunction is not granted, (3) the threatened injury outweighs any harm that will result to the non-movant if the injunction is granted, and (4) the injunction will not disservice the public interest.” (II. LAW and ANALYSIS)

“However, he has not provided an affidavit or verified complaint clearly showing that immediate and irreparable injury, loss, or damage will result before Defendant can be heard in opposition; nor has he asserted, much less certified, any efforts he has made to give notice to Defendant and provide reasons why such notice should not be required.” (II. LAW and ANALYSIS)

FACTUAL BACKGROUND

Afterpay provides buy-now-pay-later services through interest-free installment payments and late fees for missed scheduled payments. Plaintiff alleged that Afterpay failed to restore access to his account, imposed shifting conditions, and provided evasive responses and inadequate phone support despite his payment of multiple balances. He sought an order requiring Afterpay to restore his account or provide clear reinstatement criteria.

PROCEDURAL HISTORY

Plaintiff filed suit asserting breach of contract, promissory estoppel, unfair trade practices, and Truth in Lending Act claims. He then moved for a temporary restraining order. The Eastern District of Louisiana denied the

motion because Plaintiff did not satisfy the notice, evidentiary, irreparable-injury, and four-factor requirements for emergency injunctive relief.

DISPOSITION

other

CASES CITED

- Cajun Services Unlimited, LLC v. Benton Energy Service Co., No. CV 17-491, 2020 WL 10486334, at *4 (E.D. La. Oct. 16, 2020)
- Scott v. Southern Electric Supply Co., No. 3:13-CV-119, 2013 WL 12108746, at *1 (N.D. Miss. May 14, 2013)
- Clark v. Prichard, 812 F.2d 991, 993 (5th Cir. 1987)
- Trinity USA Operating, LLC v. Barker, 844 F. Supp. 2d 781, 785 (S.D. Miss. 2011)
- Granny Goose Foods, Inc. v. Brotherhood of Teamsters & Auto Truck Drivers Local No. 70, 415 U.S. 423, 439 (1974)
- Ridgely v. Federal Emergency Management Agency, 512 F.3d 727, 734 (5th Cir. 2008)
- Sanders v. National Missionary Baptist Convention of America, No. CV 12-2404, 2012 WL 12874264, at *1 (E.D. La. Oct. 3, 2012)
- Treen v. Brown, No. 10-3359, 2010 WL 4027714, at *1 (E.D. La. Oct. 13, 2010)
- Mississippi Power & Light Co. v. United Gas Pipeline Co., 760 F.2d 618, 621 (5th Cir. 1985)

OPINION

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF LOUISIANA THOMAS L. D'AQUIN CIVIL ACTION VERSUS NO: 26-00877 AFTERPAY US SERVICES, LLC SECTION: T (1) ORDER AND REASONS Before the Court is a Motion for Temporary Restraining Order (R. Doc. 3) filed by Plaintiff Thomas L. D'Aquin.

Having reviewed the Motion, the Complaint, and the applicable law, the Court will DENY Plaintiff's Motion for the reasons set forth below. I. BACKGROUND Defendant Afterpay US Services, LLC, is a financial technology company that provides "Buy Now, Pay Later" services allowing consumers to purchase products in interest-free installments, with a certain amount paid upfront and applying late fees if scheduled payments are missed.¹ This action stems from Plaintiff's allegations that Defendant failed to "restore account access" and imposed "shifting conditions" despite Plaintiff having "paid multiple balances in reliance on Defendant's representations." R. Doc.

1, p. 1. Plaintiff asserts Defendant provided "evasive responses and no meaningful phone support." Id. He asserts causes of action for breach of contract, promissory estoppel, unfair trade practices,

and violations of the Truth in Lending Act. Id. He provides screenshots of communications with Defendant and his account balances. R. Doc. 1-1.

In his Motion for a Temporary Restraining Order pursuant to Federal Rule of Civil 1 <https://www.afterpay.com/en-US> accessed on April 30, 2026. Procedure 65, Plaintiff asserts “ongoing harm” and alleges “Defendant failed to restore access despite compliance and provides no clear criteria.” R. Doc. 3, p. 1. He seeks injunctive relief demanding that Defendant “[r]estore [his] account OR provide clear reinstatement criteria.” Id. II.

LAW and ANALYSIS Rule 65 of the Federal Rules of Civil Procedure provides that a district court “may issue a temporary restraining order without written or oral notice to the adverse party only if (a) specific facts in an affidavit or verified complaint clearly show that immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition; and (b) the movant’s attorney certifies in writing any efforts made to give notice and the reasons why it should not be required.” Fed.

R. Civ. P. 65(b)(1). A preliminary injunction may only be issued “on notice to the adverse party.” Fed. R. Civ. P. 65(a)(1). “Temporary restraining orders and preliminary injunctions are extraordinary forms of relief and require plaintiffs to carry an onerous burden.” *Cajun Servs. Unlimited, LLC v. Benton Energy Serv. Co.*, No. CV 17-491, 2020 WL 10486334, at *4 (E.D.

La. Oct. 16, 2020) (quoting *Scott v. S. Elec. Supply Co.*, No. 3:13-CV-119, 2013 WL 12108746, at *1 (N.D. Miss. May 14, 2013) (citing *Clark v. Prichard*, 812 F.2d 991, 993 (5th Cir. 1987); *Trinity USA Operating, LLC v. Barker*, 844 F. Supp. 2d 781, 785 (S.D. Miss. 2011))). “Temporary restraining orders function to preserve the status quo by preventing irreparable harm until the preliminary injunction hearing.” Id. (citing *Granny Goose Foods, Inc. v. Bhd. of Teamsters & Auto Truck Drivers Local No. 70*, 415 U.S. 423, 439 (1974)).

It is well-settled that to obtain a temporary restraining order, the movant must demonstrate all four of the following elements: (1) a substantial likelihood of prevailing on the merits, (2) a substantial threat of irreparable injury if the injunction is not granted, (3) the threatened injury outweighs any harm that will result to the non-movant if the injunction is granted, and (4) the injunction will not disservice the public interest.

Ridgely v. Fed. Emergency Mgmt. Agency, 512 F.3d 727, 734 (5th Cir. 2008). A temporary restraining order is not warranted when the movant fails to demonstrate irreparable injury. See, e.g., *Sanders v. Nat’l Missionary Baptist Convention of Am.*, No. CV 12-2404, 2012 WL 12874264, at *1 (E.D. La. Oct. 3, 2012). “Ultimately, temporary restraining orders are extraordinary relief and are rarely issued.” Id. (citing *Treen v. Brown*, No. 10-3359, 2010 WL 4027714, at *1 (E.D.

La. Oct. 13, 2010)) (internal quotation marks omitted). The decision to grant or deny a temporary restraining order, like that of a preliminary injunction, is within the sound discretion of the district court. See *Miss. Power & Light Co. v. United Gas Pipeline Co.*, 760 F.2d 618, 621 (5th Cir. 1985). “The party requesting a temporary restraining order must clear the high hurdle of demonstrating that it meets the requirements of Rule 65(b) and the four-element standard.” *Cajun Servs.*

Unlimited, 2020 WL 10486334, at *4. Here, Plaintiff seeks injunctive relief in the form of an order mandating that Defendant restore access to his account or provide him with “criteria” to do so. R. Doc. 3, p. 1. However, he has not provided an affidavit or verified complaint clearly showing that immediate and irreparable injury, loss, or damage will result before Defendant can be heard in opposition; nor has he asserted, much less certified, any efforts he has made to give notice to Defendant and provide reasons why such notice should not be required.

See Fed. R. Civ. Pro. 65(b). Moreover, other than bare bones assertions and demands, Plaintiff has pointed to no facts or law to support a finding that there is a substantial likelihood he would prevail on the merits, that there is a substantial threat of irreparable injury if the injunction is not granted, that the threatened injury outweighs any harm that will result to Defendant if the injunction is granted, or that the injunction will not disservice the public interest.

See *Ridgely*, 512 F.3d at 734. Accordingly, IT IS ORDERED that Plaintiff's Motion for Temporary Restraining Order (R. Doc. 3) is DENIED. New Orleans, Louisiana, this 30th day of April 2026.
GREG GERARD GUIDRY UNITED STATES DISTRICT JUDGE