

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
MISSISSIPPI, ABERDEEN DIVISION

Danielle Simmons v. BancorpSouth Bank, et al.

Simmons · No. 1:25-cv-00114-JDM-RP · Decided February 24, 2026

SUMMARY

The United States District Court for the Northern District of Mississippi granted Cadence Bank’s motion to compel arbitration of Danielle Simmons’s claims alleging race discrimination. The court held that Simmons agreed to the arbitration provision in her employment offer letter despite asserting that she was unaware of it, and that the provision validly delegated arbitrability and unconscionability issues to the arbitrator. The case was stayed pending arbitration.

CASE DETAILS

COURT	United States District Court for the Northern District of Mississippi, Aberdeen Division
WRITING FOR THE COURT	James D. Maxwell II
JURISDICTION	United States District Court for the Northern District of Mississippi, Aberdeen Division
DECIDED	February 24, 2026
DOCKET	1:25-cv-00114-JDM-RP
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved to compel arbitration under an arbitration provision in the plaintiff’s employment offer letter. The plaintiff opposed the motion, arguing that she did not know about or assent to the arbitration provision and challenging its procedural unconscionability.
STANDARD OF REVIEW	The court applied Mississippi contract law to determine whether the parties formed an arbitration agreement and then examined whether the agreement contained a valid delegation clause. Because the agreement delegated arbitrability to the arbitrator, the court limited its review to the validity of the delegation clause.
PRECEDENTIAL VALUE	unpublished
PARTIES	Danielle Simmons v. BancorpSouth Bank d/b/a Cadence Bank, et al.

TOPICS

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arbitration

racial discrimination

civil procedure

PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether Simmons entered into a valid agreement to arbitrate by signing the employment offer letter despite claiming that she did not know the letter contained an arbitration provision.
2. Whether the arbitration agreement's delegation clause validly assigned arbitrability issues to the arbitrator.
3. Whether the district court or the arbitrator should decide Simmons's procedural-unconscionability challenge.

HOLDINGS

1. Simmons assented to and is bound by the arbitration provision in her signed employment offer letter; her failure to read or inquire about the provision does not negate assent.
2. The delegation clause was valid and enforceable because it clearly manifested the parties' intent for the arbitrator, rather than the court, to decide the arbitrability of any dispute.
3. The arbitrator, not the district court, must decide Simmons's procedural-unconscionability challenge because the valid delegation clause assigns enforcement and arbitrability challenges to the arbitrator.

KEY QUOTATIONS

“So by signing the letter, Simmons clearly acknowledged and agreed to the arbitration provision’s terms.”
(Discussion, Part I)

“Here, the delegation clause is valid because it shows the parties intended an arbitrator—not a court—decide the arbitrability of “any dispute.”” (Discussion, Part II)

“All of Simmons’s claims shall be submitted to arbitration under the terms set forth in the arbitration provision of her Offer of At Will Employment letter.” (Conclusion)

FACTUAL BACKGROUND

Simmons began working for BancorpSouth, later renamed Cadence Bank, in 2021 after signing an offer letter containing an alternative-dispute-resolution provision. The provision required disputes to proceed through negotiation and mediation and then binding arbitration, and delegated decisions concerning arbitrability to the arbitrator. After Simmons was transferred to a reconciliation department, she alleged racial discrimination and retaliation, reported the conduct to human resources, and was terminated in March 2024. She filed an EEOC charge and then sued Cadence, which moved to compel arbitration.

PROCEDURAL HISTORY

Simmons sued Cadence Bank alleging racial discrimination and retaliation after the termination of her employment. Cadence answered and moved to compel arbitration. The district court granted the motion, referred arbitrability and the unconscionability challenge to the arbitrator, and stayed the case pending arbitration.

DISPOSITION

other

CASES CITED

- Kubala v. Supreme Prod. Servs., Inc., 830 F.3d 199, 201-02, 204 (5th Cir. 2016)
- Matter of Willis, 944 F.3d 577, 579 (5th Cir. 2019)
- Hinds Cnty. Econ. Dev. Dist. v. W & G Props., LLC, 203 So. 3d 49, 56 (Miss. Ct. App. 2012)
- Brown v. Anderson, 80 So. 3d 878, 881 (Miss. Ct. App. 2012)
- S. Healthcare Servs. v. Lloyd's of London, 110 So. 3d 735, 746 (Miss. 2013)
- Terminix Int'l, Inc. v. Rice, 904 So. 2d 1051, 1056 (Miss. 2004)
- Coast Hospice LLC v. LHC Group Inc., 273 So. 3d 721, 734 (Miss. 2019)
- GGNSC Batesville, LLC v. Johnson, 109 So. 3d 562, 565 (Miss. 2013)
- Rent-A-Ctr., W., Inc. v. Jackson, 561 U.S. 63, 66, 68-69 (2010)
- Mastrobuono v. Shearson Lehman Hutton, Inc., 514 U.S. 52 (1995)
- Bowles v. OneMain Fin. Grp., L.L.C., 954 F.3d 722, 727-28 (5th Cir. 2020)
- Caplin Enters. Inc. v. Arrington, 145 So. 3d 608, 613 (Miss. 2014)