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

Brian Smith v. TD Auto Finance LLC, et al.

Brian Smith v. TD Auto Finance LLC, No. 3:25-cv-00312-JDM-RP (N.D. Miss. Apr. 14, 2026) · No. 3:25-cv-00312-JDM-RP · Decided April 14, 2026

SUMMARY

The United States District Court for the Northern District of Mississippi denied Brian Smith's motion for reconsideration of an order compelling arbitration and staying the case. The court held that Smith identified no legal error warranting reconsideration and that his claims against the nonsignatory defendants were subject to arbitration under equitable estoppel because the alleged misconduct was interrelated with the claims against TD Auto Finance. The court ordered Smith to arbitrate his claims against all defendants and continued the stay.

CASE DETAILS

COURT	United States District Court for the Northern District of Mississippi, Oxford Division
WRITING FOR THE COURT	James D. Maxwell II
JURISDICTION	United States District Court for the Northern District of Mississippi, Oxford Division
DECIDED	April 14, 2026
DOCKET	3:25-cv-00312-JDM-RP
DISPOSITION	denied
PROCEDURAL POSTURE	Plaintiff moved under Federal Rules of Civil Procedure 59(e) and 60(b) to reconsider or clarify an interlocutory order compelling arbitration and staying the case. He alternatively sought to lift the stay as to three nonsignatory defendants.
STANDARD OF REVIEW	For reconsideration of an interlocutory order, Rule 54(b) applies and permits revision at any time, although courts consider similar factors to those used under Rule 59(e). Rule 59(e) relief requires a mistake of law or fact or newly discovered evidence, and Rule 60(b)(1) relief is limited to an obvious error of law apparent on the record. Rule 60(b)(6) relief requires extraordinary circumstances.
PRECEDENTIAL VALUE	Unknown; district court order and memorandum opinion

PARTIES	Brian Smith v. TD Auto Finance LLC, SB Investigations, A & A Trucking & Towing, B & C Towing & Recovery

TOPICS

motion for reconsideration · arbitration · civil procedure · contracts · commercial litigation

PRACTICE AREAS

civil procedure · arbitration · contracts · commercial litigation · consumer protection

QUESTIONS PRESENTED

1. Whether Smith was entitled to reconsideration or clarification of the interlocutory order compelling arbitration and staying the case.
2. Whether Rule 54(b), rather than Rules 59(e) and 60(b), governed reconsideration of the prior interlocutory arbitration order.
3. Whether the nonsignatory defendants could enforce the arbitration agreement under equitable estoppel because Smith alleged substantially interdependent and concerted misconduct by TD Auto and the nonsignatories.
4. Whether the stay should be lifted to permit Smith to litigate his claims against the nonsignatory defendants in court.

HOLDINGS

1. Because the prior order compelling arbitration was interlocutory, Rule 54(b) was the appropriate procedural vehicle for seeking reconsideration, although the Court also considered the standards associated with Rules 59(e) and 60(b).
2. Smith was not entitled to reconsideration because he identified no legal error, newly discovered evidence, obvious error of law, or extraordinary circumstances, and instead rehashed arguments that were or could have been raised earlier.
3. The nonsignatory defendants could enforce the arbitration agreement under equitable estoppel because Smith alleged substantially interdependent and concerted misconduct by TD Auto and the nonsignatories.

KEY QUOTATIONS

> *"Because Smith's allegations against the non-signatory defendants are so interrelated with his allegations against TD Auto, the Court in its discretion applies equitable estoppel."*

> *"Smith must arbitrate his claims against all defendants."*

FACTUAL BACKGROUND

Smith purchased a 2016 Dodge Ram 1500 financed through TD Auto Finance. TD Auto and three nonsignatory defendants later repossessed the truck. Smith alleged that all defendants acted collectively and improperly in connection with the repossession, including taking and retaining the vehicle, entering his property, and damaging the automobile.

PROCEDURAL HISTORY

Smith filed suit against TD Auto Finance and three other defendants in state court after repossession of his truck. Defendants removed the case, and TD Auto moved to compel arbitration based on an arbitration agreement in Smith's credit application. The Court previously found a valid arbitration agreement and delegation clause, compelled arbitration of Smith's claims, and stayed the case. The Court denied Smith's motion for reconsideration and clarification, held that the nonsignatory defendants could enforce the arbitration agreement under equitable estoppel, directed TD Auto to initiate arbitration, and continued the stay.

DISPOSITION

denied

CASES CITED

- S. Snow Mfg. Co. v. SnoWizard Holdings, Inc., 921 F. Supp. 2d 548, 564 (E.D. La. 2013)
- McClendon v. U.S., 892 F.3d 775, 781 (5th Cir. 2018)
- Austin v. Kroger Texas, L.P., 864 F.3d 326, 336 (5th Cir. 2017)
- Koeppel v. Hartford Accident & Indem. Co., 608 F. Supp. 3d 398, 403 (E.D. La. 2022)
- Edwards v. Take Fo' Records, Inc., No. 19-12130, 2020 WL 3832606, at *11 & n.12 (E.D. La. July 8, 2020)
- Templet v. HydroChem Inc., 367 F.3d 473, 477-79 (5th Cir. 2004)
- Suratt v. Tractor Supply Co., No. 1:19-cv-5-GHD-DAS, 2020 WL 6051260, at *1 (N.D. Miss. Oct. 13, 2020)
- Davis v. Hinds Cmty. Coll., No. 3:19-cv-693-HTW-LGI, 2023 WL 5009197, at *2 (S.D. Miss. Aug. 4, 2023)
- Hill v. McDermott, Inc., 827 F.2d 1040, 1043 (5th Cir. 1987)
- BLOM Bank SAL v. Honickman, 605 U.S. 204, 210, 145 S. Ct. 1612, 221 L. Ed. 2d 850 (2025)
- Kubala v. Supreme Production Services, Inc., 830 F.3d 199 (5th Cir. 2016)
- Griffin v. ABN Amro Mortg. Grp. Inc., 378 Fed. Appx. 437, 439-40 (5th Cir. 2010)
- Grigson v. Creative Artists Agency, L.L.C., 210 F.3d 524, 527-28 (5th Cir. 2000)
- Amstar Mortg. Corp. v. Indian Gold, LLC, 517 F. Supp. 2d 889, 897 (S.D. Miss. 2007)
- Brown v. Pac. Life Ins. Co., 462 F.3d 384, 399 (5th Cir. 2006)