

United States Court of Appeals
for the Fifth Circuit

United States Court of Appeals
Fifth Circuit

FILED

August 20, 2026

Lyle W. Cayce
Clerk

No. 25-60605

PIETER TEEUWISSEN; ESTATE OF ANTHONY R. SIMON, *deceased*;
SIMON & TEEUWISSEN, P.L.L.C.; PAMELA REED SIMON, *in her*
capacity as Administratrix of THE ESTATE OF ANTHONY R. SIMON,
deceased,

Plaintiffs—Appellees,

versus

HINDS COUNTY, *Mississippi, by and through its Board of Supervisors,*

Defendant—Appellant.

Appeal from the United States District Court
for the Southern District of Mississippi
USDC No. 3:22-CV-9

Before ELROD, *Chief Judge*, and CLEMENT and OLDHAM, *Circuit Judges*.

PER CURIAM:*

The facts underlying this appeal were recounted by a prior panel of this court. *See Teeuwissen v. Hinds Cnty.*, 78 F.4th 166 (5th Cir. 2023). In short, Hinds County, Mississippi, fired its attorney, Pieter Teeuwissen, and

* This opinion is not designated for publication. *See* 5TH CIR. R. 47.5.

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his law firm, Simon & Teeuwissen, P.L.L.C. When Teeuwissen sued, the County raised nineteen affirmative defenses. The district court sided with the County and dismissed the suit, holding that Mississippi common law forbade Teeuwissen's year-long contract with the County. *Id.* at 169–70. This court reversed, holding that state law expressly authorized the binding of future boards to employ board attorneys “by the year.” *Id.* at 174; *see* MISS. CODE ANN. § 19–3–47.

On remand, Teeuwissen moved for summary judgment. In response, the County offered a new defense: The contract was illegal all along, based on Mississippi common law, attorney Rules of Professional Conduct, and several state statutes. Having failed to raise this defense in its first responsive pleading as Rule 8(c) requires, *see* FED. R. CIV. P. 8(c), the County later moved to amend that answer under Rule 16(b)(4), *see* FED R. CIV. P. 16(b)(4). The County also moved for summary judgment, based on its new illegality defense. The district court denied leave to amend, finding that the County was without excuse for its delay in raising the new defense and that Teeuwissen would be prejudiced by the late introduction. The court also granted summary judgment to Teeuwissen.

On appeal, the County challenges the district court's Rule 16(b)(4) analysis and refusal to consider the new defense. We need not decide whether amendment would have been appropriate for a simple reason: The County's proffered defense had no merit. *See Filgueira v. U.S. Bank Nat. Ass'n*, 734 F.3d 420, 423–24 (5th Cir. 2013) (per curiam) (finding the district court did not abuse its discretion where amendment would have added only meritless claims); *Bombardier Aerospace Corp. v. United States*, 831 F.3d 268, 284 (5th Cir. 2016) (similar). Reviewing the County's pleadings, we find no reasonable argument that Teeuwissen's contract was illegal under Mississippi law.

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AFFIRMED.