

United States Court of Appeals for the Fifth Circuit

No. 26-60010
Summary Calendar

United States Court of Appeals
Fifth Circuit

FILED

July 29, 2026

Lyle W. Cayce
Clerk

GRACIE FAYE HARRIS FINLEY,

Plaintiff—Appellant,

versus

AMERICREDIT FINANCIAL SERVICES, INCORPORATED, *doing
business as* GM FINANCIAL; GULFPORT CAPITAL, L.L.C., *doing
business as* CHAMPION CHRYSLER DODGE JEEP RAM,

Defendants—Appellees.

Appeal from the United States District Court
for the Southern District of Mississippi
USDC No. 1:25-CV-335

Before KING, HIGGINSON, and DOUGLAS, *Circuit Judges.*

PER CURIAM:*

Gracie Faye Harris Finley filed a lawsuit against AmeriCredit Financial Services, Incorporated, (AmeriCredit) and Gulfport Capital, L.L.C. (Gulfport Capital), in which she challenged the repossession of her vehicle. She appeals the district court's grant of AmeriCredit's and Gulfport

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

No. 26-60010

Capital's motions to compel arbitration and dismiss her suit. Despite admitting in the district court that she made payments for the vehicle, insured the vehicle, and had possession of the vehicle, Harris Finley challenges the formation of the retail installment sale contract, which included an arbitration agreement.¹

However, Harris Finley does not dispute the district court's determination that the other contract, the purchase agreement—which has her physical, handwritten signature—contained a valid arbitration agreement. By failing to address this issue, Harris Finley has waived any challenge to that determination, and we may affirm the district court judgment on that basis alone. *See Alexander v. Texas Dep't of Crim. Just.*, 951 F.3d 236, 240 (5th Cir. 2020). Therefore, she has not shown that the district court erred in granting the motions to compel arbitration and dismiss Harris Finley's suit. *See Pennzoil Expl. & Prod. Co. v. Ramco Energy*, 139 F.3d 1061, 1065 (5th Cir. 1998).

The district court judgment is AFFIRMED.

¹ There were two agreements containing arbitration clauses, a purchase agreement and a retail installment sale contract.