

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

Rubio v. Experian Information Solutions, Inc.

Rubio · No. 1:22-cv-01510-KES-SAB · Decided July 31, 2025

SUMMARY

The court grants Experian Information Solutions, Inc.’s motion to compel arbitration of Lorena Rubio’s claims under the Fair Credit Reporting Act and California Consumer Credit Reporting Act. The court concludes that the CreditWorks agreement clearly and unmistakably delegates arbitrability questions to the arbitrator and stays the action pending arbitration.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
JURISDICTION	United States District Court for the Eastern District of California
DECIDED	July 31, 2025
DOCKET	1:22-cv-01510-KES-SAB
DISPOSITION	remanded
PROCEDURAL POSTURE	Defendant moved to compel arbitration and stay the action pending arbitration in an action asserting claims under the Fair Credit Reporting Act and California Consumer Credit Reporting Act.
STANDARD OF REVIEW	On a motion to compel arbitration, the court determines whether a valid arbitration agreement exists and whether it encompasses the dispute, unless the parties clearly and unmistakably delegated those gateway questions to the arbitrator. The party seeking arbitration bears the burden of proving the existence of an agreement by a preponderance of the evidence.
PRECEDENTIAL VALUE	Unknown
PARTIES	Lorena Rubio v. Experian Information Solutions, Inc.

TOPICS

- arbitration
- consumer protection
- civil procedure
- contracts

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the CreditWorks agreement clearly and unmistakably delegated questions concerning the scope and enforceability of the arbitration provision to the arbitrator.
2. Whether Rubio specifically challenged the delegation provision so that the court could decide her unconscionability objection.
3. Whether the action should be compelled to arbitration and stayed pending arbitration.

HOLDINGS

1. The CreditWorks agreement clearly and unmistakably delegated arbitrability questions, including the scope and enforceability of the arbitration provision, to the arbitrator.
2. The court could not decide Rubio's challenge to the arbitration agreement as a whole because she did not specifically challenge the delegation provision itself.
3. The motion to compel arbitration was granted, and the action was stayed pending completion of arbitration.

KEY QUOTATIONS

"The FAA 'leaves no place for the exercise of discretion by a district court, but instead mandates that district courts shall direct the parties to proceed to arbitration on issues as to which an arbitration agreement has been signed.'" (at 2)

"Because a court must enforce an agreement that . . . clearly and unmistakably delegates arbitrability questions to the arbitrator, the only remaining question is whether the particular agreement to delegate arbitrability . . . is itself unconscionable [or otherwise defective]." (at 3)

"When the parties' contract delegates the arbitrability question to an arbitrator, a court . . . possesses no power to decide the arbitrability issue." (at 4)

FACTUAL BACKGROUND

Rubio enrolled in EIS affiliate ConsumerInfo.com's CreditWorks credit-monitoring service by entering her personal information and clicking a button that stated she accepted the linked Terms of Use Agreement. The applicable Terms of Use agreements contained an arbitration provision covering disputes arising out of or relating to the agreement, defined EIS's affiliate entities as part of ECS, delegated arbitrability issues to the arbitrator, and incorporated AAA rules. Rubio later alleged that EIS furnished inaccurate credit information, causing her to lose a mortgage loan, and asserted FCRA and California Consumer Credit Reporting Act claims.

PROCEDURAL HISTORY

Rubio filed the action on November 21, 2022. Experian moved to compel arbitration on May 15, 2023; Rubio opposed, arguing that her claims were outside the arbitration agreement and that commercial arbitration was

unconscionable. The district court granted the motion to compel arbitration and stayed the action pending completion of arbitration.

DISPOSITION

remanded

REMAND INSTRUCTIONS

No remand was ordered. The parties were directed to notify the court that arbitration proceedings had concluded within fourteen days after the arbitrator's decision.

CASES CITED

- AT&T Mobility LLC v. Concepcion, AT&T Mobility LLC v. Concepcion, 563 U.S. 333, 339, 344 (2011)
- Dean Witter Reynolds, Inc. v. Byrd, 470 U.S. 213, 218 (1985)
- Knutson v. Sirius XM Radio Inc., 771 F.3d 559, 565 (9th Cir. 2014)
- Boardman v. Pac. Seafood Grp., 822 F.3d 1011, 1017 (9th Cir. 2016)
- Momot v. Mastro, 652 F.3d 982, 987 (9th Cir. 2011)
- Rent-A-Center, W., Inc. v. Jackson, 561 U.S. 63, 68-72 (2010)
- Henry Schein, Inc. v. Archer & White Sales, Inc., 586 U.S. 63, 68, 72 (2019)
- Brennan v. Opus Bank, 796 F.3d 1125, 1130, 1132 (9th Cir. 2015)
- Whitney v. Suburban Propane, L.P., No. 2:22-CV-00633 WBS AC, 2022 WL 2789950, at *2 (E.D. Cal. July 15, 2022)
- Holley-Gallegly v. TA Operating, LLC, 74 F.4th 997, 1002 (9th Cir. 2023)
- Acorin v. Experian Information Solutions, Inc., No. 24-cv-00036-AJB-BLM, 2024 WL 5011950, at *7 (S.D. Cal. 2024)
- Collins v. Diamond Pet Food Processors of Cal., LLC, No. 2:13-cv-00113-MCE-KJN, 2013 WL 1791926, at *6 n.4 (E.D. Cal. 2013)

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