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

Arbitration | Consumer protection | Civil procedure

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)

OPINION

Rubio v. Experian Information Solutions, Inc.

PER CURIAM.

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

LORENA RUBIO, No. 1:22-cv-01510-KES-SAB

Plaintiff,

v. ORDER GRANTING DEFENDANT'S

MOTION TO COMPEL ARBITRATION AND

EXPERIAN INFORMATION STAYING THE ACTION PENDING
SOLUTIONS, INC., ARBITRATION

Defendant.

Doc. 17

Defendant Experian Information Solutions, Inc. (“EIS”) moves to compel arbitration of plaintiff Lorena Rubio’s claims under the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. §§ 1681 et seq., and the California Consumer Credit Reporting Act (“CCRAA”), Cal. Civ. Code §§ 1785 et seq. Doc. 17. EIS also requests a stay of this action pending the completion of arbitration. Id. For the reasons set forth below, EIS’s motion to compel arbitration is granted and this action is stayed pending completion of arbitration.

I. BACKGROUND

On June 25, 2020, Rubio enrolled in CreditWorks, a credit monitoring membership with EIS’s affiliate, ConsumerInfo.com, Inc. (doing business under the name Experian Consumer Services, or “ECS”). Doc. 17-2 ¶ 3. To enroll, Rubio was required to enter her personal information and click a “Create Your Account” button at the bottom of the webpage. Id. The “Create Your Account” button appeared immediately below a disclosure: “By clicking ‘Create Your Account’[,] I accept and agree to your Terms of Use Agreement . . . .” Id. The phrase “Terms of Use Agreement” was offset in blue text and, if clicked, generated the full text of the agreement. Id. ¶ 4.

Every version of the CreditWorks Terms of Use Agreement in place during the period when Rubio used CreditWorks contained an arbitration agreement. Id. ¶ 6. The arbitration agreement reads: “ECS and you agree to arbitrate all disputes and claims between us arising out of or relating to this Agreement . . . .” E.g., Doc. 17-2, Ex. 3 at 32. “ECS” is defined in the Terms of Use Agreement to include its “affiliates.” Id. at 26. EIS is an affiliate of ECS. Doc. 17-2 ¶ 6.

On November 21, 2022, Rubio filed a complaint against EIS alleging that she attempted to purchase a house in 2020 but lost her mortgage loan because EIS reported a variety of inaccurate information. Doc. 1 (“Compl.”) ¶¶ 17, 21, 23, 25–26, 30. Rubio further alleges that after she disputed the inaccurate information, EIS removed some inaccuracies but also continually added new errors. Compl. ¶¶ 27–29, 31–32. Rubio contends that EIS violated FCRA, 15 U.S.C. § 1681e(b), and the CCRAA, Cal. Civ. Code § 1785.14(b), by failing to follow reasonable procedures to assure maximum possible accuracy of her credit reports and credit files. Compl. ¶¶ 46, 50.

On May 15, 2023, EIS moved to compel arbitration of Rubio’s claims. Doc. 17. EIS asserts that the CreditWorks arbitration agreement requires arbitration of Rubio’s claims and requires that an arbitrator determine the claims’ arbitrability. Id. at 5–6. On May 30, 2023, Rubio opposed the motion, not disputing that EIS and Rubio are parties to the CreditWorks arbitration agreement but arguing that Rubio’s claims are not within the scope of the arbitration agreement and that the agreement unconscionably forces Rubio into commercial arbitration. See generally Doc. 19. Rubio also requested judicial notice of four exhibits.[1] Doc. 19-2. On May 31, 2023, EIS filed a reply in support of its motion. Doc. 20.

II. Legal Standard

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Federal Arbitration Act (“FAA”) governs the enforceability of arbitration agreements. 5 9 U.S.C. § 2. The Supreme Court has recognized that the FAA evinces a “liberal federal policy 6 favoring arbitration.” AT&T Mobility LLC v. Concepcion, 563 U.S. 333, 339, 344 (2011) (“The 7 overarching purpose of the FAA . . . is to ensure the enforcement of arbitration agreements 8 according to their terms so as to facilitate streamlined proceedings.”). The FAA “leaves no place 9 for the exercise of discretion by a district court, but instead mandates that district courts shall 10 direct the parties to proceed to arbitration on issues as to which an arbitration agreement has been 11 signed.” Dean Witter Reynolds, Inc. v. Byrd, 470 U.S. 213, 218 (1985) (emphasis in original). 12 An aggrieved party seeking to enforce a written arbitration agreement may petition a court for “an 13 order directing the parties to proceed to arbitration in accordance with the terms of the 14 agreement.” 9 U.S.C. § 4. The party moving to compel arbitration “has the burden of proving the 15 existence of an agreement to arbitrate by a preponderance of the evidence.” Knutson v. Sirius XM 16 Radio Inc., 771 F.3d 559, 565 (9th Cir. 2014). 17 In ruling on a motion to compel arbitration, a court’s role is limited to determining two 18 gateway issues of arbitrability: “(1) whether a valid agreement to arbitrate exists and, if it does, 19 (2) whether the agreement encompasses the dispute at issue.” Boardman v. Pac. Seafood Grp., 20 822 F.3d 1011, 1017 (9th Cir. 2016). However, “[a]lthough [these two] gateway issues of 21 arbitrability presumptively are reserved for the court, the parties may agree to delegate them to 22 23 1 Courts may take judicial notice of facts not subject to reasonable dispute. Fed. R. Evid. 201. Rubio requests judicial notice of the 2017 CreditWorks agreement, an arbitration ruling that a 24 claim was not arbitrable, the American Arbitration Association’s Commercial Arbitration Rules and Mediation Procedures, and the American Arbitration Association’s Active Rules. Doc. 19-2. 25 EIS does not oppose the request for judicial notice. Rubio’s request for judicial notice of the AAA Commercial Arbitration Rules is granted. See Collins v. Diamond Pet Food Processors of 26 Cal., LLC., No. 2:13-cv-00113-MCE-KJN, 2013 WL 1791926, at *6 n.4 (E.D. Cal. 2013). As the 27 remaining exhibits are not relevant to the delegation of arbitrability, the Court does not rely on them to reach its conclusion. Thus, Rubio’s request for judicial notice as to the remaining 28 exhibits is denied as moot. 1 the arbitrator.” Momot v. Mastro, 652 F.3d 982, 987 (9th Cir. 2011) (citing Rent-A-Center, W., 2 Inc. v. Jackson, 561 U.S. 63, 68–70 (2010)). Courts must “assume that the parties agreed to 3 arbitrate arbitrability” if and only if “there is clear and unmistakable evidence that they did so.” 4 Henry Schein, Inc. v. Archer & White Sales, Inc., 586 U.S. 63, 72 (2019) (quotation omitted). 5 Because the AAA rules state that an “arbitrator shall have the power to rule on his or her own 6 jurisdiction, including any objections with respect to the . . . validity of the arbitration 7 agreement,” courts routinely hold that incorporation of the AAA rules in an agreement constitutes 8 “clear and unmistakable evidence that the parties agreed the arbitrator would decide arbitrability.” 9 Brennan v. Opus Bank, 796 F.3d 1125, 1130 (9th Cir. 2015) (quotation omitted). 10 “Because a court must enforce an agreement that . . . clearly and unmistakably delegates 11 arbitrability questions to the arbitrator, the only remaining question is whether the particular 12 agreement to delegate arbitrability . . . is itself unconscionable [or otherwise defective]." Brennan, 796 F.3d at 1132 (citing Rent-A-Center, 561 U.S. at 68–70) (emphasis in original). Courts need not consider arguments of unconscionability unless the non-moving party "challenge[s] the delegation provision specifically," as issues of unconscionability of the agreement as a whole are left to the arbitrator. Rent-A-Center, 561 U.S. at 72.

III. Discussion

The CreditWorks agreement contains a delegation provision. It states: "All issues are for the arbitrator to decide, including the scope and enforceability of this arbitration provision . . . and the arbitrator shall have exclusive authority to resolve any such dispute relating to the scope and enforceability of this arbitration provision . . . [as well as any claim that] this arbitration provision or Agreement is void . . . ." Doc. 17-2 at 10–11 (emphasis added). This demonstrates that the determination of whether the dispute should be arbitrated has been delegated to the arbitrator.

The CreditWorks agreement also incorporates the AAA rules. Doc 17-2 at 10 ("The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, 'AAA Rules') . . . . In all events, the AAA rules shall govern the parties' dispute. The AAA Rules are available online at www.adr.org. . . ."). Because the AAA commercial dispute resolution rules vest the arbitrator with authority to determine their own jurisdiction and a claim's arbitrability, incorporation of these rules further indicates an intention to delegate arbitrability. Doc. 19-1 at 58–59 (AAA Rule 7(a)–(b)); see Brennan, 796 F.3d at 1130 (incorporation of AAA rules is a delegation of arbitrability); Whitney v. Suburban Propane, L.P., No. 2:22-CV-00633 WBS AC, 2022 WL 2789950, at *2 (E.D. Cal. July 15, 2022) (finding identical language clearly indicates such delegation).

When, as here, an agreement delegates arbitrability, courts may only consider arguments about defects specific to the delegation provision. Rent-A-Center, 561 U.S. at 70. Rubio does not argue that the delegation provision itself is unconscionable. See Doc. 19 at 10. Rather, she argues that the agreement to commercial arbitration is unconscionable. Id. However, Rubio presents no reason why the arbitrator would not be able to fairly determine whether requiring her to pursue her claim under the AAA's commercial arbitration rules would be unconscionable. See Holley-Gallegly v. TA Operating, LLC, 74 F.4th 997, 1002 (9th Cir. 2023) (a party "must explain how those provisions make the fact of an arbitrator deciding arbitrability unconscionable") (emphasis in original); Acorin v. Experian Information Solutions, Inc., No. 24-cv-00036-AJB-BLM, 2024 WL 5011950, at *7 (S.D. Cal. 2024) (allegation that CreditWorks's commercial arbitration agreement is unconscionable is not specific and justiciable criticism of delegation provision).

As there is a valid delegation provision, the Court does not address the argument that the agreement as a whole is unconscionable, nor whether the dispute arises out of or relates to the CreditWorks agreements, as these two gateway issues of arbitrability are reserved for the arbitrator. See Henry Schein, 586 U.S. at 68 ("When the parties' contract delegates the arbitrability question to an arbitrator, a court . . . possesses no power to decide the arbitrability issue. That is true even if the court thinks that the argument that the arbitration agreement applies to a particular dispute is wholly groundless.”).

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IV. CONCLUSION AND ORDER

Based upon the foregoing, EIS’s motion to compel arbitration, Doc. 17, is GRANTED. This action is stayed pending arbitration. The parties are directed to notify the Court that arbitration proceedings have concluded within fourteen (14) days of the issuance of the arbitrator’s decision.

ITISSO ORDERED. _

Dated: _ July 30, 2025 4h | |

UNITED STATES DISTRICT JUDGE