UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA

Jamal Jackson v. Global Lending Services, LLC

Jackson v. Global Lending Services · No. 25-62117-CIV-DAMIAN · Decided April 7, 2026

SUMMARY

The United States District Court for the Southern District of Florida affirmed and adopted a magistrate judge’s report and recommendation concerning Global Lending Services, LLC’s motion to dismiss and compel arbitration. The court overruled the plaintiff’s objections, held that the arbitration provision extended to his claims despite payoff of the loan and alleged waiver, granted the motion in part, and stayed the action pending binding arbitration.

CASE DETAILS

COURT	United States District Court for the Southern District of Florida
WRITING FOR THE COURT	Melissa Damian
JURISDICTION	United States District Court for the Southern District of Florida
DECIDED	April 7, 2026
DOCKET	25-62117-CIV-DAMIAN
DISPOSITION	granted in part
PROCEDURAL POSTURE	The district court reviewed a magistrate judge's report and recommendation recommending that Defendant's motion to dismiss and compel arbitration be granted in part. After reviewing Plaintiff's objections, the district court affirmed and adopted the report, granted the motion in part, and stayed the action pending arbitration.
STANDARD OF REVIEW	Proper objections to a magistrate judge's disposition are reviewed de novo under Federal Rule of Civil Procedure 72(b)(3). Where objections are improper or insufficiently specific, the district court need only review for clear error. The court stated that it nevertheless conducted de novo review here.
PRECEDENTIAL VALUE	nonprecedential
PARTIES	Jamal Jackson v. Global Lending Services, LLC

TOPICS

arbitration civil procedure credit reporting consumer protection contracts

PRACTICE AREAS

arbitration consumer protection credit reporting civil procedure contracts

QUESTIONS PRESENTED

1. Whether the contract's arbitration provision extended to Jackson's statutory and state-law claims despite his payoff of the loan.
2. Whether the arbitration provision survived termination or payoff of the contract.
3. Whether GLS was estopped from invoking arbitration.
4. Whether GLS's alleged statutory duties arose outside the scope of the arbitration provision.
5. Whether enforcement of the arbitration provision violated Jackson's constitutional or due-process rights.
6. Whether GLS waived its right to pursue arbitration through its litigation activity and other conduct.
7. Whether the magistrate judge's report and recommendation should be reviewed under the de novo or clear-error standard.

HOLDINGS

1. The arbitration provision extends to Jackson's claims and remains enforceable despite his payoff of the loan.
2. Jackson did not demonstrate that enforcement of the arbitration provision violated his constitutional rights.
3. GLS did not waive its right to pursue arbitration.
4. Although Jackson's objections were improper because they largely rehashed arguments presented to the magistrate judge, the district court conducted de novo review and found no basis to reject the report and recommendation.

KEY QUOTATIONS

> *"In sum, this Court agrees with Magistrate Judge Strauss's well-reasoned determination that, under the circumstances presented, the parties are bound by the Arbitration Provision in their Contract."*

> *"This Action is STAYED pending binding arbitration."*

FACTUAL BACKGROUND

Jackson and a co-buyer entered a retail installment sales contract to finance an automobile purchase, and the seller assigned its interest to GLS. The contract contained a broad arbitration provision governed by the Federal Arbitration Act, stating that it survived termination, payoff, or transfer of the contract and that use of self-help remedies did not waive arbitration. Jackson alleged that, after he paid off the loan, GLS continued collection communications and reported false credit information to credit reporting agencies. He asserted federal and state consumer-protection claims arising from those alleged acts.

PROCEDURAL HISTORY

Jackson filed suit in Broward County Court alleging violations of the FCRA, FDCPA, and FCCPA. GLS removed the action to federal court, and Jackson filed an amended complaint asserting FCRA, FDCPA, TILA, and state-law claims. GLS moved to dismiss or stay based on an arbitration provision in the parties' automobile financing contract. The magistrate judge recommended granting the motion in part; Jackson objected, and the district court overruled the objections, adopted the report, and stayed the case pending arbitration.

DISPOSITION

granted in part

CASES CITED

- Leatherwood v. Anna's Linens Co., 384 F. App'x 853, 857 (11th Cir.)
- Marsden v. Moore, 847 F.2d 1536, 1548 (11th Cir.)
- Russell v. United States, No. 11-20557-Civ, 2012 WL 10026019, at *1 (S.D. Fla. Apr. 17, 2012)
- Melillo v. United States, No. 17-CV-80489, 2018 WL 4258355, at *1 (S.D. Fla. Sept. 6, 2018)
- Marlite, Inc. v. Eckenrod, No. 10-23641-CIV, 2012 WL 3614212, at *2 (S.D. Fla. Aug. 21, 2012)
- Camardo v. Gen. Motors Hourly-Rate Emps. Pension Plan, 806 F. Supp. 380, 382 (W.D.N.Y.)
- Keaton v. United States, No. 14-21230-CIV, 2015 WL 12780912, at *1 (S.D. Fla. May 4, 2015)
- Lopez v. Berryhill, No. 17-CV-24263, 2019 WL 2254704, at *2 (S.D. Fla. Feb. 26, 2019)
- Davis v. Apfel, 93 F. Supp. 2d 1313, 1317 (M.D. Fla.)