

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF
FLORIDA, TAMPA DIVISION

Liza Mizel v. Lendvia, LLC

Mizel · No. 8:25-cv-1034-KKM-AEP · Decided February 17, 2026

SUMMARY

The United States District Court for the Middle District of Florida denies without prejudice Lendvia, LLC’s motion to compel arbitration and stay a putative TCPA and FTSA class action brought by Liza Mizel. The court finds a genuine dispute of material fact regarding whether Mizel entered into the alleged clickwrap agreement, particularly because she denies visiting Lendvia’s website and disputes the identifying information in the recorded application. The court determines that a summary bench trial on contract formation is required.

CASE DETAILS

COURT	United States District Court for the Middle District of Florida, Tampa Division
WRITING FOR THE COURT	Kathryn Kimball Mizelle
JURISDICTION	United States District Court for the Middle District of Florida, Tampa Division
DECIDED	February 17, 2026
DOCKET	8:25-cv-1034-KKM-AEP
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved to compel arbitration and stay the action under the Federal Arbitration Act. The plaintiff opposed, denying that she entered into the purported clickwrap agreement and challenging formation of both the arbitration agreement and its delegation provision.
STANDARD OF REVIEW	The court applied a summary-judgment-like standard to the existence of an arbitration agreement. The party seeking arbitration bears the burden of proving the agreement by a preponderance of the evidence. If a genuine dispute of fact exists concerning formation, 9 U.S.C. § 4 requires a summary trial on that issue.
PRECEDENTIAL VALUE	unknown

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QUESTIONS PRESENTED

1. Whether Lendvia proved the existence of an agreement to arbitrate between Lendvia and Mizel.
2. Whether Mizel's declaration and the discrepancies in the purported online application created a genuine dispute of material fact concerning contract formation.
3. Whether the court, rather than an arbitrator, must decide the formation challenge to the arbitration and delegation provisions.
4. Whether the disputed formation issue must be resolved in a summary trial under 9 U.S.C. § 4 and whether Mizel was entitled to a jury trial on that issue.

HOLDINGS

1. Lendvia did not establish on the motion papers that Mizel entered into a binding arbitration agreement. The evidence, viewed in light of Mizel's sworn denial, established a genuine dispute of material fact concerning whether she accepted the clickwrap terms.
2. The court must decide whether a valid arbitration agreement exists before referring the dispute, including a formation challenge to a delegation provision, to an arbitrator.
3. Because a genuine dispute of material fact exists concerning contract formation, the court must conduct a summary trial under 9 U.S.C. § 4. The trial will be a bench trial because Mizel did not specifically demand a jury trial on the formation issue.

KEY QUOTATIONS

"Because Lendvia fails to meet its burden to show that an agreement to arbitrate existed between it and Mizel, I deny the motion." (1)

"Under Florida law, the central question is whether the parties mutually assented to be bound." (13)

"Thus, there is a genuine dispute of material fact as to whether Mizel agreed to arbitrate her dispute with Lendvia. Accordingly, I must hold a summary trial on the issue of contract formation." (20)

FACTUAL BACKGROUND

Mizel alleges that Lendvia made unlawful automated and prerecorded calls and telephone solicitations in violation of the TCPA and FTSA. Lendvia relied on a purported three-step clickwrap application, Terms of Use containing an arbitration and delegation provision, and a screen recording showing that a user entered contact and identifying information. The recording used the name "Lisa Mize" and allegedly contained a Social Security number that Mizel swore was not hers, although it also contained her address, phone number, and email address.

Mizel denied ever visiting Lendvia’s website, submitting a loan application, providing information to Lendvia, or authorizing anyone else to do so.

PROCEDURAL HISTORY

Mizel brought a putative class action alleging violations of the Telephone Consumer Protection Act and the Florida Telephone Solicitation Act. After answering, Lendvia moved to compel arbitration based on purported clickwrap terms supported by declarations, screenshots, and a screen recording. The court denied the motion without prejudice because a genuine factual dispute exists regarding whether Mizel entered into the agreement, and ordered a bench trial under 9 U.S.C. § 4 on contract formation.

DISPOSITION

other

CASES CITED

- Employees Insurance of Wausau v. Bright Metal Specialties, Inc., 251 F.3d 1316, 1322 (11th Cir. 2001)
- Jpay, Inc. v. Kobel, 904 F.3d 923, 929 (11th Cir. 2018)
- Lamonaco v. Experian Info. Sols., Inc., 141 F.4th 1343, 1345–49 (11th Cir. 2025)
- Coinbase, Inc. v. Suski, 602 U.S. 143, 147–49 (2024)
- Bazemore v. Jefferson Capital Systems, LLC, 827 F.3d 1325, 1327–34 (11th Cir. 2016)
- Burch v. P.J. Cheese, Inc., 861 F.3d 1338, 1346, 1348–50 (11th Cir. 2017)
- Chau Kieu Nguyen v. JP Morgan Chase Bank, NA, 709 F.3d 1342, 1345 (11th Cir. 2013) (per curiam)
- Corporacion Venezolana de Fomento v. Vintero Sales Corp., 629 F.2d 786, 795 (2d Cir. 1980)
- Colkitt v. Oncology Services International, Inc., No. 8:19-CV-2302-T-33AEP, 2019 WL 8273661, at *3 (M.D. Fla. Dec. 18, 2019)
- Schnabel v. Trilegiant Corp., 697 F.3d 110, 119 (2d Cir. 2012)
- B-S Steel of Kansas, Inc. v. Texas Industries, Inc., 439 F.3d 653, 661 n.9 (10th Cir. 2006)
- Molinos Valle Del Cibao, C. por A. v. Lama, 633 F.3d 1330, 1342 (11th Cir. 2011)
- Slaughter v. Toye Bros. Yellow Cab Co., 359 F.2d 954, 956 (5th Cir. 1966)
- CEFCO v. Odom, 278 So. 3d 347, 352 (Fla. 1st DCA 2019)
- St. Joe Corp. v. McIver, 875 So. 2d 375, 381 (Fla. 2004)
- Massage Envy Franchising, LLC v. Doe, 339 So. 3d 481, 484 (Fla. 5th DCA 2022)
- MetroPCS Communications, Inc. v. Porter, 273 So. 3d 1025, 1028 (Fla. 3d DCA 2019) (per curiam)
- United States v. Clotaire, 963 F.3d 1288, 1293–94 (11th Cir. 2020)

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