

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
OKLAHOMA

Bradley Ammerman v. Goldman Sachs Bank USA

Ammerman · No. CIV-25-00539-JD · Decided January 20, 2026

SUMMARY

The United States District Court for the Western District of Oklahoma denied Bradley Ammerman’s motion to dismiss and granted Goldman Sachs Bank USA’s motion to compel arbitration. Applying Utah law to contract formation, the court found that Ammerman formed a valid agreement containing an arbitration provision and that his Fair Credit Reporting Act claims concerning credit-bureau reporting fell within its scope. The court referred all claims to arbitration and stayed the action pending arbitration.

CASE DETAILS

COURT	United States District Court for the Western District of Oklahoma
JURISDICTION	United States District Court for the Western District of Oklahoma
DECIDED	January 20, 2026
DOCKET	CIV-25-00539-JD
DISPOSITION	other
PROCEDURAL POSTURE	After removal from Oklahoma state court, the plaintiff moved for dismissal without prejudice under Federal Rule of Civil Procedure 41(a)(2). The defendant moved to compel arbitration and to deem that motion confessed under the local rules. The district court denied dismissal, compelled arbitration, referred all claims to arbitration, and stayed the action.
STANDARD OF REVIEW	A motion for voluntary dismissal after an answer under Federal Rule of Civil Procedure 41(a)(2) is reviewed under the district court's sound discretion, with consideration of legal prejudice to the opposing party. The court independently determines whether the parties agreed to arbitrate and whether the dispute falls within the arbitration provision.
PRECEDENTIAL VALUE	nonprecedential
PARTIES	Bradley Ammerman v. Goldman Sachs Bank USA

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QUESTIONS PRESENTED

1. Whether Ammerman should be permitted to dismiss the action without prejudice under Federal Rule of Civil Procedure 41(a)(2) after Goldman Sachs filed an answer and incurred litigation expenses.
2. Whether the factual allegations in Goldman Sachs's unopposed motion to compel arbitration could be deemed confessed under Western District of Oklahoma Local Civil Rule 7.1(g).
3. Whether Oklahoma choice-of-law rules required application of the agreement's Utah choice-of-law provision to determine whether an arbitration agreement was formed.
4. Whether the parties formed a valid contract containing an arbitration agreement under Utah law.
5. Whether Ammerman's FCRA claim concerning credit-bureau reporting fell within the scope of the arbitration provision.

HOLDINGS

1. The court denied Ammerman's Rule 41(a)(2) motion because dismissal without prejudice would legally prejudice Goldman Sachs in light of its litigation efforts and expenses, Ammerman's delay and lack of diligence, and his insufficient explanation for seeking dismissal.
2. Under Western District of Oklahoma Local Civil Rule 7.1(g), the court could deem confessed the factual representations in Goldman Sachs's motion to compel arbitration because Ammerman failed to timely and properly respond.
3. Oklahoma choice-of-law rules required the court to apply Utah law to determine whether the parties formed an arbitration agreement.
4. The parties formed a valid credit agreement, including an arbitration agreement, under Utah law.
5. Ammerman's FCRA claim fell within the scope of the arbitration clause because it related to his account and to credit-bureau reporting.

KEY QUOTATIONS

"The Court DENIES Plaintiff Ammerman's Motion to Dismiss. The Court STAYS this action pending the outcome of the arbitration proceeding."

"Therefore, the Court will apply Utah law to determine whether the parties agreed to arbitrate this dispute."

"Thus, his claims fall within the scope of the arbitration provision and should be arbitrated."

FACTUAL BACKGROUND

Ammerman alleged that Goldman Sachs violated section 623 of the Fair Credit Reporting Act by failing to report his dispute concerning an alleged debt to credit bureaus. The parties' Apple Card Customer Agreement contained a Utah choice-of-law provision and an arbitration clause covering disputes relating to the account and credit-bureau reporting. Goldman Sachs represented that Ammerman received the agreement, accepted it by using the account, and did not opt out of arbitration; those factual representations were deemed confessed because Ammerman did not timely respond.

PROCEDURAL HISTORY

Ammerman filed an FCRA claim in Oklahoma County District Court. Goldman Sachs removed the action to the Western District of Oklahoma under federal-question jurisdiction and answered. After Goldman Sachs moved to compel arbitration, Ammerman failed to timely respond and later moved to dismiss; he also filed an identical state-court action, which was later dismissed for federal preemption. The district court denied the dismissal motion, deemed the factual allegations in the arbitration motion confessed, compelled arbitration, and stayed the federal action.

DISPOSITION

other

REMAND INSTRUCTIONS

None. The court referred all claims to arbitration and stayed the action pending the outcome of arbitration.

CASES CITED

- Clark v. Tansy, 13 F.3d 1407, 1411–12 (10th Cir. 1994)
- Barber v. Gen. Elec. Co., 648 F.2d 1272, 1275 (10th Cir. 1981)
- In re Fairchild, 969 F.2d 866, 868 (10th Cir. 1992)
- Whitney v. New Mexico, 113 F.3d 1170, 1173 (10th Cir. 1997)
- Garrett v. Selby Connor Maddux & Janer, 425 F.3d 836, 840 (10th Cir. 2005)
- United States v. Pursley, 577 F.3d 1204, 1214 n.6 (10th Cir. 2009)
- St. Louis Baptist Temple, Inc. v. Fed. Deposit Ins. Corp., 605 F.2d 1169, 1172 (10th Cir. 1979)
- Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc., 473 U.S. 614, 626 (1985)
- Jackson v. Carter, No. CIV-23-1048-G, 2024 WL 2000666, at *1–2 (W.D. Okla. May 6, 2024)
- First Options of Chi., Inc. v. Kaplan, 514 U.S. 938, 944 (1995)
- Been v. O.K. Indus., Inc., 495 F.3d 1217, 1236 (10th Cir. 2007)
- Berry & Berry Acquisitions, LLC v. BFN Props. LLC, 2018 OK 27, ¶¶ 13–14, 416 P.3d 1061, 1068
- Volt Info. Scis., Inc. v. Bd. of Trs., 489 U.S. 468, 472 (1989)
- Walker v. BuildDirect.com Techs., Inc., 733 F.3d 1001, 1004 (10th Cir. 2013)
- MBNA Am. Bank, N.A. v. Goodman, 140 P.3d 589, 592 (Utah Ct. App. 2006)
- Discover Bank v. Worsham, 2008 OK CIV APP 6, ¶¶ 11–12, 176 P.3d 366, 368

- Discover Bank by SA Discover Fin. Servs., Inc. v. Harris, 2004 OK CIV APP 72, ¶ 2, 99 P.3d 730, 731
- Williams v. Shearson Lehman Bros., Inc., 1995 OK CIV APP 154, ¶ 17, 917 P.2d 998, 1002
- AT&T Techs., Inc. v. Commc'ns Workers of Am., 475 U.S. 643, 650 (1986)
- Sanchez v. Nitro-Lift Techs., LLC, 762 F.3d 1139, 1142 (10th Cir. 2014)
- Gilmer v. Interstate/Johnson Lane Corp., 500 U.S. 20, 26 (1991)

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