

# UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND

## Mariana Santamaria Rivas v. Experian Information Solutions, Inc.

Rivas · No. RDB-25-818 · Decided January 15, 2026

### SUMMARY

The United States District Court for the District of Maryland grants Experian Information Solutions, Inc.’s motion to compel arbitration in a Fair Credit Reporting Act action brought by Mariana Santamaria Rivas. The court holds that Experian established the existence of a binding arbitration agreement formed through the plaintiff’s enrollment in CreditWorks and that the declaration supporting the motion was admissible. The court stays the case pending arbitration.

### CASE DETAILS

|                       |                                                                                                                                                                                                                                                                                                                                      |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COURT                 | United States District Court for the District of Maryland                                                                                                                                                                                                                                                                            |
| WRITING FOR THE COURT | Richard D. Bennett                                                                                                                                                                                                                                                                                                                   |
| JURISDICTION          | United States District Court for the District of Maryland                                                                                                                                                                                                                                                                            |
| DECIDED               | January 15, 2026                                                                                                                                                                                                                                                                                                                     |
| DOCKET                | RDB-25-818                                                                                                                                                                                                                                                                                                                           |
| DISPOSITION           | remanded                                                                                                                                                                                                                                                                                                                             |
| PROCEDURAL POSTURE    | Plaintiff brought Fair Credit Reporting Act claims against Experian and two other consumer reporting agencies. After the claims against the other defendants were dismissed with prejudice, Experian moved to compel arbitration based on an online CreditWorks enrollment agreement.                                                |
| STANDARD OF REVIEW    | A motion to compel arbitration is evaluated under a standard akin to summary judgment. The moving party must demonstrate that no genuine dispute of material fact exists and that it is entitled to judgment as a matter of law; the court views facts and reasonable inferences in the light most favorable to the nonmoving party. |
| PRECEDENTIAL VALUE    | unpublished                                                                                                                                                                                                                                                                                                                          |

### TOPICS

- arbitration
- contract formation
- mutual assent
- summary judgment
- civil procedure

### PRACTICE AREAS

## QUESTIONS PRESENTED

1. Whether Experian's declaration describing the CreditWorks enrollment process and internal records constituted admissible evidence based on personal knowledge.
2. Whether the CreditWorks online enrollment process formed a valid arbitration agreement between Rivas and Experian under Maryland contract law.
3. Whether the FCRA claims fell within the scope of the arbitration agreement and required the court to compel arbitration and stay the action.

## HOLDINGS

1. The declaration of CIC's Director of Product Operations was admissible because it was based on his professional experience, job responsibilities, and review of CIC's internal membership records, and it sufficiently established personal knowledge of the uniform CreditWorks enrollment process and Rivas's enrollment.
2. A valid arbitration agreement was formed because the CreditWorks enrollment page reasonably communicated the existence of the hyperlinked Terms of Use, and Rivas manifested assent by entering the enrollment information and clicking the "Create Your Account" button.
3. Experian's motion to compel arbitration was granted, and the action was stayed pending arbitration.

## KEY QUOTATIONS

*"A modified or hybrid clickwrap agreement may be enforceable where it sufficiently communicates that "completing the subscription process . . . constitute[s] assent to the proposed contract." (Analysis § I.B)*

*"Experian is not required to provide an explicit "I accept" or "I agree" button." (Analysis § I.B)*

## FACTUAL BACKGROUND

Rivas alleged that Experian mixed her credit-file information with information belonging to other consumers and failed to conduct reasonable procedures and reinvestigations under the FCRA. She enrolled in Experian-affiliated ConsumerInfo.com's CreditWorks service on March 28, 2024, using an online form that required entry of personal information and clicking a "Create Your Account" button accompanied by a bold disclosure linking to the Terms of Use Agreement. The Terms of Use contained a binding arbitration provision covering disputes arising from the agreement and services. Experian supported its motion with a declaration from CIC's Director of Product Operations describing the enrollment process and internal membership records.

## PROCEDURAL HISTORY

Rivas filed a two-count FCRA complaint on March 12, 2025. Equifax and Trans Union were later dismissed with prejudice pursuant to joint stipulations, leaving Experian as the sole defendant. Experian answered, preserving arbitration as an affirmative defense, and moved to compel arbitration. The court stayed discovery pending resolution of the motion and granted the motion, staying the action pending arbitration.

## DISPOSITION

remanded

## REMAND INSTRUCTIONS

No remand to a lower court was ordered. The action was stayed pending arbitration.

## CASES CITED

- Cherdak v. ACT, Inc., 437 F. Supp. 3d 442, 454 (D. Md. 2020)
- Caire v. Conifer Value Based Care, LLC, 982 F. Supp. 2d 582, 589 (D. Md. 2013)
- Galloway v. Santander USA, Inc., 819 F.3d 79, 85 (4th Cir. 2016)
- Chorley Enterprises v. Dickey's Barbecue Restaurants, Inc., 807 F.3d 553, 564 (4th Cir. 2015)
- Libertarian Party of Va. v. Judd, 718 F.3d 308, 313 (4th Cir. 2013)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248-49 (1986)
- Bouchat v. Baltimore Ravens Football Club, Inc., 346 F.3d 514, 526 (4th Cir. 2003)
- Scott v. Harris, 550 U.S. 372, 378 (2007)
- Shaw v. Stroud, 13 F.3d 791, 798 (4th Cir. 1994)
- AT&T Mobility LLC v. Concepcion, AT&T Mobility LLC v. Concepcion, 563 U.S. 333, 339 (2011)
- Moses H. Cone Memorial Hospital v. Mercury Construction Corp., 460 U.S. 1, 24 (1983)
- Rent-A-Center, West, Inc. v. Jackson, 561 U.S. 63, 67 (2010)
- Whiteside v. Teltech Corp., 940 F.2d 99, 102 (4th Cir. 1991)
- Adkins v. Labor Ready, Inc., 303 F.3d 496, 500 (4th Cir. 2002)
- Peabody Holding Co., LLC v. United Mine Workers of America, 665 F.3d 96, 104 (4th Cir. 2012)
- Dhruva v. CuriosityStream, Inc., 131 F.4th 146, 151-55 (4th Cir. 2025)
- Marshall v. Georgetown Memorial Hospital, 112 F.4th 211, 218, 222 (4th Cir. 2024)
- Austin v. Experian Information Solutions, Inc., 148 F.4th 194, 202-08 (4th Cir. 2025)
- Burwick v. Pilkerton, 700 F. App'x 214, 216 (4th Cir. 2017)
- Catawba Indian Tribe of S.C. v. South Carolina, 978 F.2d 1334, 1342 (4th Cir. 1992) (en banc)
- Bryant v. Bell Atlantic Maryland, Inc., 288 F.3d 124, 135 n.9 (4th Cir. 2002)
- In re Apex Express Corp., 190 F.3d 624, 635 (4th Cir. 1999)
- Nader v. Blair, 549 F.3d 953, 963 (4th Cir. 2008)
- Melo v. Zumper, Inc., 439 F. Supp. 3d 683, 693-94 (E.D. Va. 2020)
- George v. Experian Information Solutions, Inc., Civ. No. LKG-23-2303, 2024 U.S. Dist. LEXIS 105824, at \*3, \*20-26 (D. Md. June 14, 2024)
- Wells v. Trans Union, LLC, 2025 WL 475846, at \*3-6 (E.D. Va. Feb. 12, 2025)
- Jenkins v. Experian Information Solutions, Inc., 2024 WL 4100258, at \*2-3 (E.D. Va. Sept. 6, 2024)
- Meyer v. Uber Technologies, Inc., 868 F.3d 66, 70-72, 76 (2d Cir. 2017)

- Castillo v. Cava Mezze Grill, LLC, 2018 U.S. Dist. LEXIS 222887, at \*8-9 (C.D. Cal. Dec. 21, 2018)
- Lamomaco v. Experian Information Solutions, Inc., 141 F.4th 1343, 1348 (11th Cir. 2025)
- Coady v. Nationwide Motor Sales Corp., 32 F.4th 288, 291 (4th Cir. 2022)
- Johnson v. Continental Finance Co., LLC, 131 F.4th 169, 178 (4th Cir. 2025)
- Rowland v. Sandy Morris Financial & Estate Planning Services, LLC, 993 F.3d 253, 258 (4th Cir. 2021)
- Ford v. Genesis Financial Solutions, Inc., 726 F. Supp. 3d 441, 450 (D. Md. 2024), aff'd, 2025 WL 1540933 (4th Cir. May 30, 2025)
- Spaulding v. Wells Fargo Bank, N.A., 714 F.3d 769, 777 (4th Cir. 2013)
- Naimoli v. Pro-Football, Inc., 120 F.4th 380, 389 (4th Cir. 2024)
- Hosseini v. Upstart Network, Inc., 2020 WL 573126, at \*4 (E.D. Va. Feb. 5, 2020)
- CoStar Realty Information, Inc. v. Field, 612 F. Supp. 2d 660, 669 (D. Md. 2009)
- Lyles v. Chegg, Inc., Civ. No. RDB-19-3235, 2020 WL 1985043, at \*3 (D. Md. Apr. 27, 2020)
- Gordon v. Zeroed-In Technologies, LLC, Civ. No. BAH-23-3284, 2025 WL 941365, at \*9 (D. Md. Mar. 27, 2025)
- American Eagle Motors, LLC v. Copart of Connecticut, Inc., 2023 WL 123503, at \*3 (E.D. Va. Jan. 5, 2023)
- Roach v. Navient Solutions, Inc., 165 F. Supp. 3d 343, 348 (D. Md. 2015)
- Meeks v. Experian Information Solutions, Inc., 2022 WL 17958634, at \*2 (9th Cir. Dec. 27, 2022)
- Levy v. Credit Plus, Inc., 2023 WL 2644352, at \*6 (S.D.N.Y. Mar. 27, 2023)
- Alvarez v. Experian Information Solutions, Inc., 661 F. Supp. 3d 18, 26-27 (E.D.N.Y. 2023)

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