UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF KENTUCKY, OWENSBORO DIVISION

Adam Wood, on behalf of himself and all others similarly situated v. Niswi, LLC d/b/a LendUMo

Wood v. Niswi · No. 4:25-CV-00046-GNS · Decided June 22, 2026

SUMMARY

The United States District Court for the Western District of Kentucky grants Niswi, LLC's motion to compel arbitration and stay Adam Wood's putative class action concerning allegedly usurious loan agreements. The court holds that the agreements clearly and unmistakably delegate arbitrability issues to the arbitrator and that Wood's prospective-waiver and other challenges do not require the court to invalidate the delegation provisions. The alternative motion to dismiss is denied as moot, and the case is stayed pending arbitration.

CASE DETAILS

COURT	United States District Court for the Western District of Kentucky, Owensboro Division
WRITING FOR THE COURT	Greg N. Stivers
JURISDICTION	United States District Court for the Western District of Kentucky, Owensboro Division
DECIDED	June 22, 2026
DOCKET	4:25-CV-00046-GNS
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff brought a putative class action challenging loan agreements and alleging violations of Kentucky statutes. Defendant moved to compel arbitration and stay the action, or alternatively to dismiss for lack of subject matter jurisdiction. The court granted the motion to compel arbitration and stay the action and denied the alternative dismissal motion as moot.
STANDARD OF REVIEW	The court applied the Federal Arbitration Act's standards for enforcing arbitration agreements and delegation provisions, including the requirement of clear and unmistakable evidence of an agreement to arbitrate arbitrability. The party resisting arbitration bears the burden of proof, and doubts are resolved in favor of arbitrability.

PRECEDENTIAL VALUE	unpublished
PARTIES	Adam Wood v. Niswi, LLC d/b/a LendUMo

TOPICS

arbitration · class actions · civil procedure · consumer protection · contracts

PRACTICE AREAS

arbitration · civil procedure · consumer lending · contracts · consumer protection · tribal affairs

QUESTIONS PRESENTED

1. Whether the loan agreements clearly and unmistakably delegated threshold arbitrability questions to an arbitrator.
2. Whether Wood specifically challenged the delegation provisions rather than merely challenging the arbitration agreements as a whole.
3. Whether the agreements' tribal-law and federal-law provisions prospectively waived Wood's statutory rights so as to invalidate the delegation provisions.
4. Whether the court should compel individual arbitration and stay the action under the Federal Arbitration Act.
5. Whether LendUMo's alternative motion to dismiss for lack of subject matter jurisdiction remained operative after arbitration was compelled.

HOLDINGS

1. The loan agreements contained clear and unmistakable evidence that the parties agreed to delegate questions of arbitrability to the arbitrator.
2. Wood made a specific challenge to the delegation provisions only to the extent he independently argued that their choice-of-law terms prevented the arbitrator from applying state law; his generalized argument that the delegation provisions were invalid for the same reasons as the arbitration agreements as a whole was insufficient.
3. Wood's prospective-waiver challenge was premature because the agreements permitted application of federal law, including the Federal Arbitration Act, when the arbitrator determined arbitrability; the arbitrator must decide in the first instance whether the choice-of-law provisions deprive Wood of substantive statutory remedies.
4. The court compelled individual arbitration and stayed the action pending arbitration.

KEY QUOTATIONS

> *"When there is uncertainty as to whether a choice-of-law provision "would preclude otherwise applicable . . . substantive statutory remedies, the arbitrator should determine in the first instance whether the choice of law provision would deprive a party of those remedies.""*

> *"Because the Court has granted LendUMo's request to compel arbitration and stay, LendUMo's alternative motion to dismiss will be denied as moot."*

FACTUAL BACKGROUND

Wood entered into three payday-loan agreements with Niswi, LLC d/b/a LendUMo: one in June 2023 for $1,200 at a 795% annual percentage rate and two in 2024 for $2,300 and $1,650 at 550% annual percentage rates. Each agreement contained an arbitration provision, and the 2024 agreements included express delegation clauses authorizing the arbitrator to decide jurisdiction, validity, scope, and arbitrability. Wood alleged that LendUMo operated a tribal-affiliated "rent-a-tribe" lending scheme and violated Kentucky statutes.

PROCEDURAL HISTORY

Wood filed a putative class action against Niswi, LLC d/b/a LendUMo concerning three loan agreements. LendUMo moved to compel arbitration and stay the case or, alternatively, to dismiss under Federal Rule of Civil Procedure 12(b)(1). The district court held that the agreements clearly and unmistakably delegated arbitrability questions to the arbitrator, rejected Wood's specific challenge to the delegation provisions as premature or meritless, compelled individual arbitration, stayed the action, and denied the dismissal motion as moot.

DISPOSITION

other

CASES CITED

- Atkins v. CGI Technologies & Solutions, Inc., 724 F. App'x 383, 389 (6th Cir. 2018)
- KPMG LLP v. Cocchi, 565 U.S. 18, 21-22 (2011)
- Green Tree Financial Corp.-Alabama v. Randolph, 531 U.S. 79, 91 (2000)
- Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc., 473 U.S. 614, 626, 637 n.19, 638 (1985)
- Smith v. Spizzirri, 601 U.S. 472, 472, 478 (2024)
- Henry Schein, Inc. v. Archer & White Sales, Inc., 586 U.S. 63, 65, 68 (2019)
- Rent-A-Center, West, Inc. v. Jackson, 561 U.S. 63, 68-69, 72 (2010)
- Becker v. Delek US Energy, Inc., 39 F.4th 351, 355-56 (6th Cir. 2022)
- Swiger v. Rosette, 989 F.3d 501, 505-06 (6th Cir. 2021)
- Blanton v. Domino's Pizza Franchising LLC, 962 F.3d 842, 844 (6th Cir. 2020)
- In re StockX Customer Data Security Breach Litigation, 19 F.4th 873, 885-86 (6th Cir. 2021)
- Wood v. Ascend Loans, LLC, 821 F. Supp. 3d 821, 829-31 (W.D. Ky. 2026)
- Buckeye Check Cashing, Inc. v. Cardegna, 546 U.S. 440, 446 (2006)
- Wood v. W6LS, Inc., No. 4:24-CV-128-DJH, slip op. at 8-9 (W.D. Ky. Sept. 30, 2025)
- Dunn v. Global Trust Management, LLC, No. 21-10120, 2024 WL 4379966, at *12-14 (11th Cir. Oct. 3, 2024)
- American Express Co. v. Italian Colors Restaurant, 570 U.S. 228, 235 (2013)

- Viking River Cruises, Inc. v. Moriana, 596 U.S. 639, 653 n.5 (2022)
- Vimar Seguros y Reaseguros, S.A. v. M/V Sky Reefer, 515 U.S. 528, 540-41 (1995)
- Dillon v. BMO Harris Bank, N.A., 856 F.3d 330, 334 (4th Cir. 2017)
- Smith v. Western Sky Financial, LLC, 168 F. Supp. 3d 778, 786 (E.D. Pa. 2016)
- Harris v. W6LS, Inc., No. 23-CV-16429, 2024 WL 2319716, at *9 (N.D. Ill. May 22, 2024)
- Ross v. Nissan of North America, Inc., 728 F. Supp. 3d 841, 854 (M.D. Tenn. 2024)
