

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
GEORGIA, ATLANTA DIVISION

Devon Jackson-Felder v. Acima Credit, LLC

Jackson-Felder · No. 1:25-cv-03491-SDG · Decided March 31, 2026

SUMMARY

The United States District Court for the Northern District of Georgia overruled Plaintiff Devon Jackson-Felder’s objections and adopted the magistrate judge’s report and recommendation. The court held that federal-question and supplemental jurisdiction existed, that the parties had a valid arbitration agreement covering the claims, and that arbitrability questions were delegated to the arbitrator. The court granted Acima Credit, LLC’s motion to compel arbitration, denied the motions to remand, stayed the case, and administratively closed it.

CASE DETAILS

COURT	United States District Court for the Northern District of Georgia, Atlanta Division
JURISDICTION	United States District Court for the Northern District of Georgia, Atlanta Division
DECIDED	March 31, 2026
DOCKET	1:25-cv-03491-SDG
DISPOSITION	other
PROCEDURAL POSTURE	The district court reviewed a magistrate judge's report and recommendation recommending that Acima's motion to compel arbitration be granted and Jackson-Felder's motions to remand be denied. After overruling Jackson-Felder's objections, the district court adopted the R&R, compelled arbitration, stayed the case, denied remand, and administratively closed the case.
STANDARD OF REVIEW	The district court reviews de novo the portions of a magistrate judge's report and recommendation to which specific objections are made. Absent specific objections, the court reviews for clear error on the face of the record. The court has broad discretion in reviewing objections and may consider arguments not presented to the magistrate judge or decline to consider arguments raised for the first time in objections.
PRECEDENTIAL VALUE	Unknown

PARTIES

Devon Jackson-Felder v. Acima Credit, LLC

TOPICS

arbitration

subject matter jurisdiction

civil procedure

PRACTICE AREAS

civil procedure

arbitration

consumer protection

commercial litigation

QUESTIONS PRESENTED

1. Whether the district court could exercise federal-question and supplemental jurisdiction over Jackson-Felder's FCRA and related state-law claims.
2. Whether an incorrect ZIP code on the envelope used to mail the notice of removal required remand.
3. Whether the contract's forum-selection clause affected the district court's subject-matter jurisdiction or required remand.
4. Whether the parties entered into a valid and applicable arbitration agreement covering Jackson-Felder's claims.
5. Whether the arbitration agreement clearly and unmistakably delegated gateway questions of arbitrability, including waiver and whether to arbitrate, to the arbitrator.
6. Whether the case should be stayed pending arbitration.

HOLDINGS

1. The district court may exercise supplemental jurisdiction over Jackson-Felder's state-law claims because they arise from a common nucleus of operative fact with his FCRA claim, and Jackson-Felder failed to show that the state-law claims substantially predominated or that exercising supplemental jurisdiction would be an abuse of discretion.
2. An incorrect ZIP code on the envelope used to mail the notice of removal, standing alone, did not require remand where Jackson-Felder did not show that he failed to receive written notice or suffered prejudice.
3. The contract's forum-selection clause did not preclude the district court's exercise of subject-matter jurisdiction or independently require remand.
4. The parties entered into a valid arbitration agreement that covers Jackson-Felder's claims.
5. The arbitration agreement clearly and unmistakably delegated gateway questions of arbitrability, including whether to arbitrate and whether Acima waived arbitration, to the arbitrator.

FACTUAL BACKGROUND

Jackson-Felder signed an underlying contract with Acima containing an arbitration agreement. His claims arose at least indirectly from payments and credit-reporting activity related to that contract. The arbitration clause

broadly covered disputes related to the parties' agreements and expressly included claims concerning the clause's validity, scope, and whether to arbitrate.

PROCEDURAL HISTORY

Jackson-Felder brought an action asserting a Fair Credit Reporting Act claim and related state-law claims in state court. Acima removed the case to federal court and moved to compel arbitration; Jackson-Felder moved to remand. Magistrate Judge Lawrence R. Sommerfeld recommended denying remand and compelling arbitration. The district court conducted review under 28 U.S.C. § 636(b)(1), overruled the objections, adopted the R&R, compelled arbitration, stayed the litigation, and administratively closed the case.

DISPOSITION

other

CASES CITED

- United States v. Schultz, 565 F.3d 1353, 1361 (11th Cir. 2009)
- Jeffrey S. ex rel. Ernest S. v. State Bd. of Educ. of Ga., 896 F.2d 507, 512 (11th Cir. 1990)
- Williams v. McNeil, 557 F.3d 1287, 1290-92 (11th Cir. 2009)
- Marsden v. Moore, 847 F.2d 1536, 1548 (11th Cir. 1988)
- Parker v. Scrap Metal Processors, Inc., 468 F.3d 733, 742-44, 747 (11th Cir. 2006)
- Peterson v. BMI Refractories, 124 F.3d 1386, 1395 (11th Cir. 1997)
- TWC Acqua Ltd. v. RFIB Grp. Ltd., No. 23-12100, 2024 WL 4707262, at *4 (11th Cir. Nov. 7, 2024)
- Lipcon v. Underwriters at Lloyd's, London, 148 F.3d 1285, 1290 (11th Cir. 1998)
- Snapper, Inc. v. Redan, 171 F.3d 1249, 1253 (11th Cir. 1999)
- M/S Bremen v. Zapata Off-Shore Co., 407 U.S. 1, 12 (1972)
- Glob. Satellite Commc'n Co. v. Starmill U.K. Ltd., 378 F.3d 1269, 1271 (11th Cir. 2004)
- Arnold v. CSX Hotels, Inc., 212 F. Supp. 2d 634, 637 (S.D.W. Va. 2002), aff'd, 112 F. App'x 890 (4th Cir. 2004)
- L & O P'ship No. 2 v. Aetna Cas. & Sur. Co., 761 F. Supp. 549, 552 (N.D. Ill. 1991)
- Leslie v. Bank of Am. Corp., No. 119CV04001ELRRGV, 2020 WL 13593894, at *3 (N.D. Ga. Feb. 12, 2020)
- Lamonaco v. Experian Info. Sols., Inc., 141 F.4th 1343, 1349 (11th Cir. 2025)
- Jones v. Waffle House, Inc., 866 F.3d 1257, 1264 (11th Cir. 2017)
- Martinez v. Carnival Corp., 744 F.3d 1240, 1246 (11th Cir. 2014)
- Rent-A-Ctr., W., Inc. v. Jackson, 561 U.S. 63, 68-69 (2010)