

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
INDIANA, INDIANAPOLIS DIVISION

Essence Ennols v. Westlake Services, LLC

Ennols · No. 1:26-cv-00580-JRS-TAB · Decided April 8, 2026

SUMMARY

The United States District Court for the Southern District of Indiana granted Westlake Services, LLC's motion to compel arbitration of Essence Ennols's claims concerning alleged Fair Credit Reporting Act violations and continued credit reporting after a state-court deficiency judgment. The court held that the arbitration agreement delegated arbitrability questions to the arbitrator, covered the dispute, was not waived by Westlake, and was not unfair merely because arbitration limits certain judicial procedures and remedies. The case was stayed pending arbitration, which Ennols was required to commence within 30 days.

CASE DETAILS

COURT	United States District Court for the Southern District of Indiana, Indianapolis Division
WRITING FOR THE COURT	Tim A. Baker
JURISDICTION	United States District Court for the Southern District of Indiana, Indianapolis Division
DECIDED	April 8, 2026
DOCKET	1:26-cv-00580-JRS-TAB
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff brought claims under the Fair Credit Reporting Act and for contempt of court. After removal, Defendant moved to compel arbitration. The court granted the motion and stayed the case pending arbitration.
STANDARD OF REVIEW	The court applied the Federal Arbitration Act's standards governing enforcement of arbitration agreements, delegation of arbitrability questions, waiver of arbitration, and challenges to the fairness of arbitration procedures.
PRECEDENTIAL VALUE	unpublished district court order
PARTIES	Essence Ennols v. Westlake Services, LLC

TOPICS

arbitration credit reporting civil procedure consumer protection remedies

PRACTICE AREAS

Arbitration consumer credit Fair Credit Reporting Act federal civil procedure remedies

QUESTIONS PRESENTED

1. Whether the parties' arbitration agreement delegated threshold questions concerning the scope and arbitrability of Ennols's claims to the arbitrator.
2. Whether Ennols's FCRA and related claims fell within the scope of the arbitration agreement.
3. Whether Westlake waived its right to compel arbitration through litigation conduct.
4. Whether the arbitration agreement was unenforceable because it limited Ennols's rights to a jury trial, discovery, and appellate review or conflicted with the remedial purpose of the FCRA.

HOLDINGS

1. The arbitration agreement clearly and unmistakably delegated questions concerning the interpretation, scope, and arbitrability of the dispute to the arbitrator.
2. The court concluded that Ennols's FCRA and related claims arising from credit reporting and investigation of the dispute were within the broad arbitration agreement, or at minimum that the scope question had been delegated to the arbitrator.
3. Westlake did not waive its right to compel arbitration.
4. The arbitration agreement was not rendered unfair or unenforceable merely because arbitration limited the availability of a jury trial, discovery, or appellate review.

KEY QUOTATIONS

“Whether this dispute is within the scope of the agreement is a gateway question reserved for the arbitrator.”
(Discussion, delegation section)

“For waiver to occur through litigation, some effort to invoke the judicial machinery must occur going to the merits, such as filing a motion for summary judgment, engaging in discovery or delaying months or years before raising the issue.” (Discussion, waiver section)

“For the reasons set forth above, Defendant's motion to compel arbitration [Filing No. 8] is granted. This case is stayed pending arbitration.” (Conclusion)

FACTUAL BACKGROUND

In May 2021, Essence Ennols bought a car from Andy Mohr Speedway Chevrolet and signed a buyer's order and retail installment sales contract containing a broad arbitration clause. Andy Mohr assigned the contract to Westlake Services, LLC. After Ennols defaulted, the vehicle was repossessed and sold, leaving a deficiency

balance. Westlake obtained a state-court judgment after failing to appear at a hearing, and Ennols later sued alleging that Westlake continued reporting a balance and failed to correct its credit-tradeline information.

PROCEDURAL HISTORY

Plaintiff purchased a vehicle and signed a buyer's order and retail installment sales contract containing an arbitration provision and delegation clause. After Plaintiff defaulted, the vehicle was repossessed and sold, and Defendant obtained a deficiency judgment against Plaintiff in state court after failing to appear at a hearing. Plaintiff then sued Defendant in connection with continued credit reporting, alleging FCRA violations and contempt. Defendant removed the action to federal court and promptly moved to compel arbitration.

DISPOSITION

other

CASES CITED

- *Browning v. Trans Union LLC*, 2025 WL 1503973, at *5 (S.D. Ind. May 27, 2025)
- *Walton v. Uprova Credit LLC*, 722 F. Supp. 3d 824, 832 (S.D. Ind. 2024)
- *Bone v. Experian Info. Sols., Inc.*, 2025 WL 3124185, at *1 (S.D. Ind. Oct. 28, 2025)
- *Baines v. Carrington Mortg. Servs.*, 2026 WL 554737, at *21 (E.D.N.C. Feb. 9, 2026), report and recommendation adopted, 2026 WL 660721 (E.D.N.C. Mar. 9, 2026)
- *Adams v. Credit Acceptance Corp.*, 2025 WL 3676958, at *2 (W.D.N.Y. Dec. 18, 2025)
- *Mitchell v. BMW Fin. Servs. NA, LLC*, 2025 WL 2743691, at *5 (N.D. Ga. July 22, 2025), report and recommendation adopted, 2025 WL 2743688 (N.D. Ga. Aug. 14, 2025)
- *Mutschler v. Used Auto Outlet Inc.*, 2025 WL 4087704, at *5 (M.D. Fla. Jan. 7, 2025), report and recommendation adopted, 2026 WL 228010 (M.D. Fla. Jan. 28, 2026)
- *Hovious v. Cap. One N.A. Corp.*, 2024 WL 6892109, at *2-3 (W.D. Ky. May 28, 2024)
- *Ahmed v. Autotrader.com, Inc.*, 2018 WL 11650027, at *3 (N.D. Ill. May 9, 2018)
- *Fitzgerald v. Credit Acceptance Corp.*, 2026 WL 541106, at *4 (S.D. Ind. Feb. 25, 2026)
- *Browning v. Trans Union LLC*, 2025 WL 1503973, at *6 (S.D. Ind. May 27, 2025)
- *Johnson v. W. & S. Life Co.*, 2014 WL 4370772, at *4 (S.D. Ind. Sept. 3, 2014), *aff'd*, 598 F. App'x 454 (7th Cir. 2015)
- *AT&T Mobility LLC v. Concepcion*, *AT&T Mobility LLC v. Concepcion*, 563 U.S. 333, 344 (2011)
- *Gilmer v. Interstate/Johnson Lane Corp.*, 500 U.S. 20, 31 (1991)
- *Penn v. Ryan's Family Steak Houses, Inc.*, 269 F.3d 753, 758 (7th Cir. 2001)