UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA

Lissette Gordon v. Barclays Bank Delaware

No. 25-cv-24258-ALTMAN (S.D. Fla. Jan. 21, 2026) · No. 25-cv-24258-ALTMAN · Decided January 22, 2026

SUMMARY

The United States District Court for the Southern District of Florida granted Barclays Bank Delaware's motion to compel arbitration of Lissette Gordon's Fair Credit Reporting Act claims. The court rejected Gordon's arguments that Barclays was judicially estopped from enforcing the arbitration agreement or had waived arbitration by previously litigating a related state-court collection action. The court ordered the parties to arbitrate, required joint status reports every ninety days, and stayed and closed the case pending arbitration.

CASE DETAILS

COURT	United States District Court for the Southern District of Florida
JURISDICTION	United States District Court for the Southern District of Florida
DECIDED	January 22, 2026
DOCKET	25-cv-24258-ALTMAN
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff brought three Fair Credit Reporting Act claims in federal court. Defendant moved to compel arbitration under a cardmember agreement and to stay the action pending arbitration. The court granted the motion.
STANDARD OF REVIEW	The court applied the Federal Arbitration Act and considered whether the arbitration agreement was formed, applied to the dispute, and was valid and enforceable. Waiver was evaluated under the totality of the circumstances, with the party asserting waiver bearing a heavy burden of proof.
PRECEDENTIAL VALUE	unpublished
PARTIES	Lissette Gordon v. Barclays Bank Delaware

TOPICS

arbitration · credit reporting · consumer protection · civil procedure · waiver

PRACTICE AREAS

arbitration | civil procedure | consumer protection | credit reporting | commercial litigation

QUESTIONS PRESENTED

1. Whether judicial estoppel barred Barclays from enforcing the arbitration agreement because Barclays previously opposed arbitration in its state-court collection action against Gordon.
2. Whether Barclays waived its right to arbitrate by filing the prior state-court action and opposing Gordon's motion to compel arbitration there.
3. Whether Gordon's FCRA claims were subject to a valid and enforceable arbitration agreement and whether the federal proceedings had to be stayed pending arbitration.

HOLDINGS

1. Judicial estoppel did not bar Barclays from enforcing the arbitration agreement because the agreement permitted either party to pursue a claim in an equivalent state court or elect arbitration, and Barclays's positions in the two actions were not clearly inconsistent.
2. Barclays did not waive its right to arbitrate by pursuing the prior state-court action and opposing arbitration there.
3. The parties were required to submit Gordon's claims to arbitration, and the federal proceedings had to be stayed pending completion of arbitration.

KEY QUOTATIONS

> *"The plain language of the Agreement thus allows either party to pursue a claim either in county court or through arbitration."* (Analysis § I)

> *"In this action, the Defendant filed the MTC just one month after our Plaintiff filed her complaint—without moving for any form of relief and without engaging in "extensive pretrial discovery.""* (Analysis § II)

> *"The parties are ORDERED to submit this dispute to arbitration."* (Conclusion)

FACTUAL BACKGROUND

Gordon alleged that Barclays furnished inaccurate and incomplete information to TransUnion and Equifax, causing harm including decreased credit scores and denied credit applications. She asserted three Fair Credit Reporting Act claims in federal court. Barclays relied on a cardmember agreement containing an arbitration provision, while also permitting either party to pursue claims in a qualifying state small-claims or equivalent court. Barclays had previously sued Gordon in Miami-Dade County Court over an unpaid credit-card balance and opposed Gordon's effort to compel arbitration in that action.

PROCEDURAL HISTORY

Gordon sued Barclays alleging inaccurate and incomplete credit reporting under the Fair Credit Reporting Act. Barclays moved to compel arbitration and stay the proceedings. Gordon opposed the motion, arguing judicial estoppel and waiver based on Barclays's prior state-court collection action and opposition to her motion to compel arbitration in that action. The district court rejected both arguments, compelled arbitration, ordered periodic status reports, and stayed and closed the case pending arbitration.

DISPOSITION

other

CASES CITED

- Erickson v. Pardus, 551 U.S. 89, 94 (2007)
- Anderson v. United States, 2024 WL 1923227, at *1 n.1 (11th Cir. May 1, 2024)
- AT&T Mobility LLC v. Concepcion, AT&T Mobility LLC v. Concepcion, 563 U.S. 333, 339 (2011)
- Moses H. Cone Mem’l Hosp. v. Mercury Constr. Corp., 460 U.S. 1, 24–25 (1983)
- Rent-A-Center, W., Inc. v. Jackson, 561 U.S. 63, 68 (2010)
- Attix v. Carrington Mortg. Servs., LLC, 35 F.4th 1284, 1294 (11th Cir. 2022)
- S & H Contractors, Inc. v. A.J. Taft Coal Co., 906 F.2d 1507, 1514 (11th Cir. 1990)
- Morgan v. Sundance, Inc., 596 U.S. 411, 419 (2022)
- Pegram v. Herdrich, 530 U.S. 211, 228 n.8 (2000)
- Reed Elsevier, Inc. v. Muchnick, 559 U.S. 154, 170 (2010)
- Zedner v. United States, 547 U.S. 489, 504 (2006)
- Slater v. United States Steel Corp., 871 F.3d 1174, 1187 (11th Cir. 2017)
- Seritage SRC Fin., LLC v. Town Ctr. at Boca Raton Tr., 397 So. 3d 44, 46 (Fla. Dist. Ct. App. 2024)
- Coinbase, Inc. v. Suski, 602 U.S. 143, 148 (2024)
- Henry Schein, Inc. v. Archer & White Sales, Inc., 586 U.S. 63, 67 (2019)
- Smith v. Haynes & Haynes P.C., 940 F.3d 635, 642 (11th Cir. 2019)
- Gutierrez v. Wells Fargo Bank, NA, 889 F.3d 1230, 1235–37 (11th Cir. 2018)
- Stone v. E.F. Hutton & Co., 898 F.2d 1542, 1543 (11th Cir. 1990)
- Warrington v. Rocky Patel Premium Cigars, Inc., 2023 WL 1818920, at *2 (11th Cir. Feb. 8, 2023)
- Payne v. Savannah Coll. of Art & Design, Inc., 81 F.4th 1187, 1201 (11th Cir. 2023)
- Pinnacle Constructors Grp. LLC v. SSC Tuscaloosa Apartments LLC, 2024 WL 3042536, at *2 (11th Cir. June 18, 2024)
- Kav. v. Spizzirri, 601 U.S. 472, 478 (2024)