UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

Meghan Young, individually and on behalf of all others similarly situated v. Experian Information Solutions, Inc.

Young v. Experian Information Solutions, Inc., Civil Action No. 23-3312 (MAS) (RLS) (D.N.J. 2026) · No. Civil Action No. 23-3312 (MAS) (RLS) · Decided March 2, 2026

SUMMARY

The United States District Court for the District of New Jersey grants Meghan Young's motion to vacate the stay and reopen her Fair Credit Reporting Act action against Experian Information Solutions, Inc. The court explains that the parties proceeded to arbitration after the Third Circuit directed that the arbitration clause's applicability be decided by an arbitrator, but the arbitrator dismissed the arbitration after finding the claim was not subject to arbitration. Experian did not oppose reopening, and the court ordered Experian to answer or otherwise respond to the complaint within 30 days.

CASE DETAILS

COURT	United States District Court for the District of New Jersey
WRITING FOR THE COURT	Michael A. Shipp
JURISDICTION	United States District Court for the District of New Jersey
DECIDED	March 2, 2026
DOCKET	Civil Action No. 23-3312 (MAS) (RLS)
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved to vacate a stay and reopen an action that had been stayed pending arbitration. The defendant did not oppose the motion.
PRECEDENTIAL VALUE	unpublished, nonprecedential memorandum order

TOPICS

arbitration · civil procedure · subject matter jurisdiction · appellate procedure

PRACTICE AREAS

arbitration · consumer protection · civil procedure · appellate procedure

QUESTIONS PRESENTED

1. Whether the Court should vacate the stay and reopen the FCRA action after the arbitrator determined that the claim was not subject to arbitration.
2. Whether the Court retained jurisdiction to resume proceedings after the arbitration failed to resolve the claim.

HOLDINGS

1. The Court retained jurisdiction over the proceedings and could resume judicial consideration of Plaintiff's FCRA action after the arbitration did not go forward successfully.
2. The Court granted Plaintiff's motion to vacate the stay and reopen the case because the arbitration had been dismissed as inapplicable to the claim and both parties agreed that proceedings should resume in federal court.

KEY QUOTATIONS

> *"act[s] as a judicial backstop in the event that the arbitration does not go forward successfully"*

> *"it often makes sense for the parties to return to a judge who is already familiar with the case after problems arise in arbitration"*

FACTUAL BACKGROUND

Plaintiff brought an action alleging that Experian violated the Fair Credit Reporting Act. Experian sought to compel arbitration under a CreditWorks Terms of Use Agreement, and the case was stayed after the Third Circuit directed that Plaintiff's challenge to the applicability of the arbitration clause be presented to an arbitrator. The arbitrator concluded that Plaintiff's claim was not subject to arbitration and dismissed the arbitration. Both parties then agreed that proceedings should resume in federal court.

PROCEDURAL HISTORY

Plaintiff filed an FCRA action against Experian. The Court initially denied Experian's motion to compel arbitration without prejudice and ordered limited discovery concerning the existence of an arbitration agreement. The Third Circuit vacated that decision and remanded, holding that Plaintiff's challenge to the applicability of the arbitration clause had to be decided by an arbitrator. This Court then granted the motion to compel arbitration and stayed the case. After the arbitrator determined that the claim was not subject to arbitration and dismissed the arbitration, Plaintiff moved to vacate the stay and reopen the case. The Court granted the motion and ordered Defendant to answer or otherwise respond to the Complaint within thirty days.

DISPOSITION

other

CASES CITED

- Young v. Experian Info. Sols., Inc., 119 F.4th 314, 321-22 (3d Cir. 2024)
- Freeman v. Pittsburgh Glass Works, LLC, 709 F.3d 240, 246, 248 (3d Cir. 2013)

OPINION

YOUNG

PER CURIAM.

UNITED STATES DISTRICT COURT

DISTRICT OF NEW JERSEY

MEGHAN YOUNG, individually and on behalf of all others similarly situated, Plaintiff, Civil Action No. 23-3312 (MAS) (RLS)

. MEMORANDUM ORDER

EXPERIAN INFORMATION SOLUTIONS,

INC.,

Defendant. This matter comes before the Court upon Plaintiff Meghan Young's ("Plaintiff") Motion to Vacate Stay and Reopen the Case. (ECF No. 21-1.) Defendant Experian Information Solutions, Inc. ("Defendant") filed a Notice of Non-Opposition to Plaintiff's Motion. (ECF No. 24.) The Court has carefully considered the parties' submissions and reaches its decision without oral argument under Local Civil Rule 78.1(b). The parties are familiar with the factual background and procedural history of this matter, and the Court, therefore, only recites those facts necessary to resolve the instant motion. In June 2023, Plaintiff initiated the action by filing a Complaint against Defendant alleging a violation of the Fair Credit Reporting Act, 15 U.S.C. § 1681 (the "FCRA"). (See generally Compl., ECF No. 1.) In July 2023, Defendant moved to compel arbitration and stay the action (Mot. to Compel, ECF No. 8) based on a separate CreditWorks Terms of Use Agreement between the parties, arguing that: "(1) a valid agreement to arbitrate exist[ed]; and (2) the arbitration agreement encompasse[d] the claims at issue" (Def.'s Moving Br. for Mot. to Compel 3, 6, ECF No. 8-1 (citation omitted)). The Court denied Defendant's motion without prejudice and directed the parties to "engage in discovery on the narrow issue of whether an agreement to arbitrate exits." (Oct. 23, 2023, Order, ECF No. 12; Oct. 23, 2023, Mem. Op. 6, ECF No. 13.) Defendant appealed. (See generally Notice of App., ECF No. 11.) The Third Circuit vacated this Court's decision and remanded, finding that Plaintiff had to challenge the applicability of the CreditWorks Terms of Use Agreement's arbitration clause before an arbitrator, not in front of the Court. Young v. Experian Info. Sols., Inc., 119 F4th 314, 321-22 (3d Cir. 2024). This Court subsequently issued an Order implementing the Third Circuit's judgment and granting Defendant's motion to compel arbitration and stay the matter. (See generally Order Granting Mot. to Compel, ECF No. 20.) The parties attended arbitration, where the arbitrator found that "the claim was not subject to arbitration and dismissed the arbitration." (P1.'s Mot. to Vacate § 6, ECF No. 21.) Plaintiff then filed the present Motion to Vacate Stay and Reopen the Case. (See generally id.) Defendant filed a Notice of Non-Opposition to Plaintiff's Motion, stating that Defendant "agrees that it is appropriate for proceedings to resume in this Court." (Def.'s Not. of Non-Opp'n 1, ECF No. 24.) Considering that the Court still holds jurisdiction over the proceedings,' see Freeman v. Pittsburgh Glass Works, LLC, 709 F.3d 240, 246, 248 (3d Cir. 2013) (noting that the Court "act[s] as a judicial backstop in the event that the arbitration” does not go forward successfully and that “it often makes sense for the parties to return to a judge who is already familiar with the case” after problems arise in arbitration), and because both parties agree that the Court should vacate the stay and reopen the case, the Court finds it appropriate to grant Plaintiff’s motion. ' The Court has subject matter jurisdiction over Plaintiff’s FCRA claim pursuant to 28 U.S.C. § 1331. Based on the foregoing, 9 it ITIS, on this 2” day of Ala ck 2026, ORDERED as follows: 1, Plaintiffs Motion to Vacate Stay and Reopen the Case (ECF No. 21) is GRANTED.

2. Defendant shall have thirty (30) days from the date of this Memorandum Order to answer or otherwise respond to Plaintiff’s Complaint (ECF No. 1). MICHAEL A. sue

UNITED STATES DISTRICT JUDGE