

NOT FOR PUBLICATION

In the
United States Court of Appeals
For the Eleventh Circuit

No. 26-10334
Non-Argument Calendar

AUBREY BIBBS,

Plaintiff-Appellant,

versus

AMERICAN EXPRESS NATIONAL BANK,

Defendant-Appellee.

Appeal from the United States District Court
for the Middle District of Florida
D.C. Docket No. 8:25-cv-02515-WFJ-SPF

Before ROSENBAUM, NEWSOM, and GRANT, Circuit Judges.

PER CURIAM:

In September 2025, Aubrey Bibbs, pro se, filed a complaint against American Express National Bank (“American Express”) related to a dispute concerning several of his American Express credit

card accounts. Bibbs alleged that he had attempted to pursue arbitration in accordance with the agreements governing his accounts, but American Express failed to pay the required fees and the proceedings were closed. Against this backdrop, Bibbs asserted claims under Florida law, including breach of contract, and violations of the Fair Credit Reporting Act. He also sought a declaratory judgment that American Express had waived its right to compel arbitration.

American Express filed a motion to compel arbitration and stay the case, arguing that the relevant agreements required Bibbs to arbitrate his claims. On January 12, 2026, the district court granted the motion. It also administratively closed the case but stated that either party could move to reopen it upon the completion of arbitration. Bibbs then filed a motion to lift the stay and “renew his opposition” to arbitration, in which he asserted that arbitration was not available because the arbitration proceedings at issue had been closed.

On January 26, 2026, the district court entered an order construing Bibbs’s filing as a motion for reconsideration of the January 12 order and denying it. Bibbs appealed the January 26 order.

American Express now moves to dismiss Bibbs’s appeal, asserting that it is not taken from a final, appealable order. Bibbs opposes that motion, arguing that the January 26 order is final under the Federal Arbitration Act (“FAA”) because the court’s decision to compel arbitration foreclosed adjudication of his declaratory relief claim.

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Opinion of the Court

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We lack jurisdiction over Bibbs’s appeal. In its January 26 order, the district court declined to reconsider its prior decisions to compel arbitration and stay the proceedings, both of which are non-appealable interlocutory rulings under the FAA. *See* 9 U.S.C. § 16(b)(1)-(3) (stating that an appeal may not be taken from an interlocutory order compelling arbitration, directing arbitration to proceed, or staying an action pending arbitration); *Am. Express Fin. Advisors, Inc. v. Makarewicz*, 122 F.3d 936, 939 (11th Cir. 1997) (dismissing for lack of jurisdiction an appeal from an order compelling arbitration, staying proceedings, and administratively closing the case). Additionally, the court did not resolve all the claims Bibbs alleged in his complaint so as to end the litigation on the merits. *See* 28 U.S.C. §§ 1291, 1292; *CSX Transp., Inc. v. City of Garden City*, 235 F.3d 1325, 1327 (11th Cir. 2000) (providing that, to be appealable, an order must either be final, ending the case on the merits and leaving nothing for the court to do but execute its judgment, or “fall into a specific class of interlocutory orders that are made appealable by statute or jurisprudential exception”); *Green Tree Fin. Corp.-Ala. v. Randolph*, 531 U.S. 79, 86 (2000). Thus, because the January 26 order maintained the stay of the case pending arbitration and did not resolve the litigation, it is not final or otherwise appealable. *See* 9 U.S.C. § 16(b)(1)-(3); *Green Tree*, 531 U.S. at 86; *Makarewicz*, 122 F.3d at 939.

Accordingly, American Express’s motion to dismiss is GRANTED, and this appeal is DISMISSED.