

NOT FOR PUBLICATION

In the
United States Court of Appeals
For the Eleventh Circuit

No. 26-11853
Non-Argument Calendar

KERRY IRENE HOLYOAK,

Plaintiff-Appellant,

versus

CITIBANK, N.A.,

DOES 1-10,

inclusive,

Defendants-Appellees.

Appeal from the United States District Court
for the Middle District of Florida
D.C. Docket No. 6:25-cv-01175-PGB-RMN

Before BRANCH, LUCK, and ABUDU, Circuit Judges.

PER CURIAM:

Kerry Irene Holyoak, proceeding pro se, filed this action against Citibank, N.A. (“Citibank”) and others regarding her Citibank credit card accounts. Citibank filed a motion to compel arbitration and stay the proceedings, arguing that Holyoak was bound by an arbitration clause contained in Citibank’s cardmember agreements.

The district court entered an order granting Citibank’s motion to compel arbitration and stay the proceedings. It also instructed the parties to file a joint case status report every 90 days and administratively closed the case. Holyoak appealed that order.

Citibank filed a motion to dismiss the appeal for lack of jurisdiction, arguing that it was not taken from a final, appealable order. Holyoak opposes that motion, arguing that the district court’s order is final because, by compelling arbitration and closing the case, the court disposed of all issues before it.

We lack jurisdiction over Holyoak’s appeal. The district court’s order is not final because it did not end litigation on the merits. *See* 28 U.S.C. § 1291; 9 U.S.C. § 16(a)(3); *CSX Transp., Inc. v. City of Garden City*, 235 F.3d 1325, 1327 (11th Cir. 2000); *Green Tree Fin. Corp.-Ala. v. Randolph*, 531 U.S. 79, 84-89 (2000) (explaining that an order compelling arbitration and dismissing all of a party’s underlying claims with prejudice is a final decision under § 16(a)(3) because it disposes of the entire case on the merits and leaves no part of the case pending before the district court). It stayed, rather than dismissed, the case and expressly contemplated further proceedings. *Cf. Martinez v. Carnival Corp.*, 744 F.3d 1240, 1244 (11th

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Cir. 2014) (noting that administratively closing a case is not the same as dismissing a case and finding that order compelling arbitration was immediately appealable where it “[n]otably . . . did not stay the proceedings, nor did it contemplate any further action on this case”). And an appeal may not be taken from an interlocutory order that, like the district court’s order, compels arbitration and stays the action. 9 U.S.C. § 16(b)(1), (3) (stating that an appeal may not be taken from an interlocutory order compelling arbitration or staying an action pending arbitration); *see 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).

Accordingly, Citibank’s motion to dismiss is GRANTED, and this appeal is DISMISSED. All other pending motions are DENIED as moot.