

No. 26-20302

In the
United States Court of Appeals
for the Fifth Circuit

SERVICIOS OJEDA, C.A.,
Plaintiff-Appellee,

v.

CHEVRON CORPORATION; CHEVRON USA, INCORPORATED,
Defendants-Appellants.

Appeal from the United States District Court for the
Southern District of Texas, Houston Division; No. 4:25-cv-01762

**BRIEF OF THE CHAMBER OF COMMERCE OF THE UNITED
STATES OF AMERICA IN SUPPORT OF DEFENDANTS-
APPELLANTS AND REVERSAL**

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CERTIFICATE OF INTERESTED PERSONS

The undersigned counsel certifies that the following listed persons and entities as described in the fourth sentence of Rule 28.2.1 have an interest in the outcome of this case. These representations are made in order that the judges of this Court may evaluate possible disqualification or recusal.

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7. Federal Rule of Appellate Procedure 26.1 Disclosure:

The Chamber of Commerce of the United States of America is a nonprofit, tax-exempt organization incorporated in the District of Columbia. It has no parent corporation, and no publicly held company has 10% or greater ownership in the Chamber.

Dated: October 23, 2026

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IDENTITY AND INTEREST OF *AMICUS CURIAE*¹

The Chamber of Commerce of the United States of America is the world’s largest business organization. As the nation’s leading advocate for business, the Chamber represents companies and professional organizations of every size, in every industry sector, and from every region of the country. An important function of the Chamber is to represent the interests of its members in matters before Congress, the Executive Branch, and the courts. To that end, the Chamber regularly files amicus curiae briefs in cases, like this one, that raise issues of concern to the nation’s business community, such as the enforceability of arbitration agreements and interpretation of the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1 *et seq.*

Many of the Chamber’s members and affiliates regularly rely on arbitration agreements. Arbitration is speedy, fair, inexpensive, and less adversarial than traditional litigation in court. The Chamber’s members

¹ All parties have consented to the filing of this brief. No party or party’s counsel authored this brief in whole or in part, and no person or entity besides *amicus curiae*, its members, and its counsel funded the brief’s preparation or submission.

and affiliates have entered into millions of contractual relationships providing for arbitration precisely to achieve those benefits.

The Chamber has a strong interest in this case and reversal of the decision below. The District Court’s ruling that Chevron waived its arbitration rights by filing a pre-answer motion to dismiss—and before it even knew it had a potential right to invoke arbitration—rests on an erroneous application of federal procedural rules and conflicts with the FAA, which prohibits subjecting arbitration agreements to different procedural standards. If upheld, the resulting end-run around arbitration would undermine the predictable enforcement of arbitration agreements, diminishing the availability of arbitration’s benefits for everyone.

INTRODUCTION AND SUMMARY OF THE ARGUMENT

The plaintiff in this case originally sued Chevron without specifying the basis for its contract claim. After Chevron moved to dismiss the operative amended complaint, the plaintiff explained in a supplemental brief that its claim rests on a written contract between it and a Chevron affiliate—a contract to which Chevron is not a party. In response, Chevron promptly sought to enforce the arbitration provision in that

agreement, invoking state-law principles that allow a non-signatory defendant to enforce an arbitration agreement. That was too late, according to the District Court: even though Chevron had not answered the complaint, the District Court held that because Chevron had already filed a motion to dismiss on the merits, it had waived its arbitration rights.

As Chevron's brief explains, that was error. Chevron did not have an arbitration right at all when plaintiff filed either its original or amended complaints, much less a *known* arbitration right. Chevron Br. 11-31. Chevron therefore could not have *intentionally* relinquished or abandoned "a *known* right" to arbitrate by filing pre-answer motions to dismiss. *Morgan v. Sundance, Inc.*, 596 U.S. 411, 417 (2022) (emphasis added) (citation omitted); accord, e.g., *Davis v. Holman*, 354 F.2d 773, 776 (5th Cir. 1965) (waiver requires a right that is "in existence" and "known to exist") (citation omitted). Chevron's arguments on this point are persuasive and, standing alone, justify reversal of the District Court's waiver ruling.

The Chamber writes separately to provide further support for Chevron's explanation why no waiver took place here: under the Federal

Rules of Civil Procedure and generally applicable contract law, a defendant does not waive arbitration solely by filing a pre-answer motion to dismiss. Arbitration is an affirmative defense, and, like other affirmative defenses, it is timely invoked and preserved if the defendant raises it in its answer. Because a defendant that raises its arbitration defense at the answer stage satisfies generally applicable procedural requirements under the Federal Rules, that defendant's limited, pre-answer motion to dismiss is not inconsistent with the intent to assert an arbitration defense in the future—just like a defendant's decision not to raise other affirmative defenses (such as a statute of limitations or a prior release or *res judicata*) in a pre-answer motion to dismiss does not waive the ability to raise that affirmative defense via the answer.

That conclusion follows from the Supreme Court's holding in *Morgan* that federal courts should “apply the usual federal procedural rules” to requests to enforce an arbitration agreement, rather than create “an arbitration-specific waiver rule.” 596 U.S. at 416, 419. The “usual federal procedural rules” here include the Federal Rules of Civil Procedure, which specify that a defendant should “affirmatively state any avoidance or affirmative defense” in its answer. Fed. R. Civ. P. 8(c).

Notably, applying *Morgan* and the substantively identical provision of the Missouri Rules of Civil Procedure, the Missouri Supreme Court recently held that a defendant did not waive its right to arbitrate merely by filing a pre-answer motion to dismiss. *Lange v. GMT Auto Sales, Inc.*, 708 S.W.3d 147, 153 (Mo. 2025) (en banc).

Lange is persuasive. Defendants already must follow the usual procedural timelines for asserting other affirmative defenses, and this framework therefore ensures evenhanded treatment of arbitration. And this framework for when arbitration is timely asserted also avoids the harsh and unjustified result that—unlike nearly every other affirmative defense—this important contract right is forever lost if not raised before or contemporaneously with a pre-answer motion to dismiss.

Finally, this framework is consistent with *Morgan* and this Court's post-*Morgan* decisions. In each of those cases, the defendant invoked arbitration only *after* answering the complaint, and in each case the defendant had *not* raised arbitration in its answer. *See Morgan*, 596 U.S. at 414; *Garcia v. Fuentes Rest. Mgmt. Servs. Inc.*, 141 F.4th 671, 679 (5th Cir. 2025); *Glob. Advantech Res. Ltd. v. Brown*, 2026 WL 1483966, at *9 (5th Cir. May 27, 2026) (unpublished). That is not the situation here.

Chevron invoked arbitration before answering the complaint (and still hasn't filed an answer).

ARGUMENT

I. Filing A Pre-Answer Motion To Dismiss, Without More, Does Not Waive The Right To Arbitration.

A. Arbitration should be treated like other affirmative defenses that are appropriately raised at the answer stage.

The District Court's waiver holding conflicts with the FAA and the Supreme Court's decision in *Morgan*. That holding makes it *easier* for a court to declare the defense of an arbitration agreement waived than other types of affirmative defenses—including other contract-based defenses—and departs from generally applicable federal procedures governing the preservation of affirmative defenses.

1. The Supreme Court has made clear that general federal principles governing whether a party's conduct constitutes waiver of a contractual right should be applied in the same manner in the arbitration context as they are in the non-arbitration context. *Morgan*, 596 U.S. at 416-19. As the Court warned in *Morgan*, courts should not use “custom-made rules[] to tilt the playing field in favor of (*or against*) arbitration. *Id.* at 419 (emphasis added).

An affirmative defense is one that “does not tend to controvert the opposing party’s prima facie case as determined by the applicable substantive law.” *Hassan v. U.S. Postal Serv.*, 842 F.2d 260, 263 (11th Cir. 1988) (quoting 2A Moore’s Federal Practice ¶ 8.27[3] (2d ed. 1985)); *see also, e.g.*, 5 Wright & Miller’s Federal Practice & Procedure § 1270 (4th ed. Apr. 2026 update) (distinguishing affirmative defenses from “negative defenses that directly contradict elements of the plaintiff’s claim for relief”). A defense that the plaintiff has agreed to arbitrate its disputes rather than litigate them in court falls squarely within that definition, because it does not address the merits of the plaintiff’s claims. *See Southland Corp. v. Keating*, 465 U.S. 1, 4 (1984) (Southland had included in its answer “the affirmative defense of failure to arbitrate”). *Cf. Morgan*, 596 U.S. at 414 (noting that Sundance’s answer “assert[ed] 14 affirmative defenses—but none mention[ed] the arbitration agreement”); *Garcia*, 141 F.4th at 679 (noting that the defendants failed to preserve arbitration as one of their “thirty-one” affirmative defenses in the answer).

2. Under the Federal Rules of Civil Procedure, an affirmative defense generally should be raised by the time the defendant files the

answer. *See* Fed. R. Civ. P. 8(c); *Lucas v. United States*, 807 F.2d 414, 417 (5th Cir. 1986); Wright & Miller, *supra*, § 1278 (noting the “frequently stated proposition of virtually universal acceptance by the federal courts that a failure to plead an affirmative defense as required by Federal Rule of Civil Procedure 8(c) results in the waiver of that defense”); *see also, e.g., C&C Inv. Props., L.L.C. v. Trustmark Nat’l Bank*, 838 F.3d 655, 660-61 (5th Cir. 2016) (filing a Rule 12(b)(6) motion to dismiss does not waive an affirmative defense).

Indeed, Rule 8(c) also expressly lists other contract-based affirmative defenses, like “accord and satisfaction,” “release,” and “arbitration and award” (which applies when an arbitration has already been completed). Fed. R. Civ. P. 8(c). A request to arbitrate an ongoing dispute should be treated the same way.

What is more, arbitration is *not* among the handful of expressly enumerated defenses that are waived if not raised at the first opportunity. For example, lack of personal jurisdiction or insufficiency of process or service of process must be raised in a pre-answer motion (or an answer if no pre-answer motion is filed), or else are permanently waived. Fed. R. Civ. P. 12(g)-(h). Arbitration is conspicuously absent from that list.

Nor could arbitration be analogized for this purpose to “improper venue,” which is included in the list of defenses that must be raised at the first opportunity. Fed. R. Civ. P. 12(b)(3). The Supreme Court has squarely held that “improper venue” in that context refers only to the situation where a case does not meet the requirements of the *federal venue statutes*—not where there is a contractual forum-selection clause. *See Atl. Marine Constr. Co. v. U.S. Dist. Ct. for W. Dist. of Tex.*, 571 U.S. 49, 55-59 (2013) (holding that a Rule 12(b)(3) motion is not the proper mechanism to enforce a forum-selection clause); *compare Scherk v. Alberto-Culver Co.*, 417 U.S. 506, 519 (1974) (noting that an arbitration agreement “is, in effect, a specialized kind of forum-selection clause”).

3. Notably, the Missouri Supreme Court recently applied this framework in holding that a defendant did not waive its right to arbitrate by filing a pre-answer motion to dismiss. *Lange*, 708 S.W.3d at 153. As that court explained, under Missouri’s generally applicable rules of civil procedure (which mirror the federal rules), “[a] party does not waive an affirmative defense until after and unless the affirmative defense is omitted in the responsive pleadings.” *Id.* And “[b]ecause the right to arbitration is an affirmative defense and was properly raised prior to and

in [the defendants'] responsive pleadings," the mere filing of a pre-answer motion to dismiss did not demonstrate a clear, intentional relinquishment of the defendant's arbitration rights. *Id.* Finally, the court noted, "[*Morgan v.*] *Sundance* prohibits applying the rules differently to arbitration." *Id.* at 153 n.8.

This Court should reach the same result. To be sure, whether a party has substantially invoked the litigation machinery to an extent inconsistent with arbitration is a case-specific inquiry. But, absent unusual circumstances, the rules of procedure that generally apply to pleadings should govern the timeliness of a motion to compel arbitration and whether the party seeking arbitration has properly raised that defense.

Here, because Chevron raised its arbitration defense long before filing any answer—indeed, the answer has not yet been filed—it did not waive its right to arbitrate as a matter of law. As this Court recognized before *Morgan*, a motion to dismiss is not inherently "inconsistent with a right to arbitrate." *In re Mirant Corp.*, 613 F.3d 584, 591 (5th Cir. 2010) (citation omitted) (cited at Chevron Br. 21). And the Court should be especially reluctant to uphold waiver in circumstances like these, in

which Chevron did not know of an existing arbitration right at the time that it filed its pre-answer motions to dismiss (*see* Chevron Br. 11-31).

B. Treating arbitration like other affirmative defenses is consistent with *Morgan* and this Court’s post-*Morgan* precedents.

Morgan supports treating arbitration like other affirmative defenses. The lesson of *Morgan* is that arbitration agreements should be subject to even-handed and non-discriminatory application of general procedural rules. Applying Rule 8(c) in that way requires rejecting the conclusion that a party loses an arbitration defense merely by filing a pre-answer motion to dismiss for failure to state a claim. *See* pages 6-11, *supra*.

To be sure, *Morgan* itself did not present the question whether a defendant properly asserts an arbitration defense by raising it by the answer stage. That is for a simple reason: Sundance, Inc. (the defendant in *Morgan*) did *not* raise arbitration as an affirmative defense in its answer. As the Court noted, Sundance’s answer included “14 affirmative defenses—but none mention[ed] the arbitration agreement.” 596 U.S. at 414 (emphasis added). It was only later that Sundance moved to compel arbitration. *See id.* That is not the scenario here.

Similarly, in each of this Court’s post-*Morgan* cases, the defendant failed to raise arbitration as a defense in its answer, and did not file a pre-answer motion to compel arbitration. For example, in *Garcia*, “[t]he answer listed thirty-one affirmative defenses, but did not mention arbitration.” 141 F.4th at 674. Moreover, the defendants stated in a post-answer status report that they had “no intent to arbitrate” and continued litigating for an additional three months after making that representation. *Id.* Under those circumstances, the Court in *Garcia* held that defendants waived their arbitration rights. *Id.* at 674-75. Similarly, in a recent unpublished decision, the Court held that defendants that raised thirty-two affirmative defenses in their answer—but not arbitration—waived the right to bring a post-answer motion to compel arbitration. *Glob. Advantech*, 2026 WL 1483966, at *9; *see also id.* (further noting that the defendants never sought to amend their answer and instead engaged in post-answer “merits-based discovery”). Neither case thus addressed whether a defendant properly asserts an arbitration defense by raising it at (or before) the answer stage.²

² The Court in *Garcia* noted that a “bright-line rule is inappropriate” for case-specific waiver determinations and that filing an answer does not always waive an arbitration defense. 141 F.4th at 677 (citation

In short, the procedural posture here is far different from what was presented in *Morgan* and this Court’s post-*Morgan* decisions. Because the time for Chevron to raise arbitration as an affirmative defense in its answer has not yet passed, it cannot be held to have waived its arbitration rights.

II. Enforcement Of Arbitration Agreements Benefits Consumers, Workers, And Businesses Alike.

This case involves a dispute between businesses. But the district court’s waiver holding, if upheld, would have broader implications for consumer (and workplace) disputes and threatens to undermine the “real benefits to the enforcement of arbitration provisions.” *Circuit City Stores, Inc. v. Adams*, 532 U.S. 105, 122-23 (2001); *see also, e.g., 14 Penn Plaza LLC v. Pyett*, 556 U.S. 247, 257 (2009) (“Parties generally favor arbitration precisely because of the economics of dispute resolution.”).

Empirical research confirms the Supreme Court’s observations about the mutual benefits of arbitration. Multiple studies show that

omitted). But that is all the more reason to treat arbitration like other affirmative defenses; this Court already treats other affirmative defenses the same way. *See C&C*, 838 F.3d at 660 (noting that courts can excuse noncompliance with Rule 8(c) and sometimes consider affirmative defenses raised after the filing of an answer).

consumers (and workers) who arbitrate fare at least as well, if not better, than ones who litigate in court. A 2022 study released by the Chamber's Institute for Legal Reform surveyed over 41,000 consumer arbitration cases and 90,000 consumer court cases resolved between 2014 to 2021—along with over 25,000 worker arbitrations and 165,000 worker court cases resolved during the same time period—and found that:

- Consumers who initiate cases were over 12% more likely to win in arbitration than in court;³
- The median monetary award for consumers who prevailed in arbitration was over *triple* the award that consumers received in cases won in court;⁴ and
- On average, arbitration of consumer disputes is over 25% faster than litigation in court.⁵

³ Nam D. Pham & Mary Donovan, *Fairer, Faster, Better III: An Empirical Assessment of Consumer and Employment Arbitration* 4-5 (Mar. 2022), <https://bit.ly/3TW6ULT> (41.7% in arbitration compared to 29.3% in court).

⁴ *Id.* (\$20,356 in arbitration compared to \$6,669 in court).

⁵ *Id.* (321 days in arbitration compared to 439 days in court).

The study also found that workers prevailed more often, obtained a higher median award, and had their disputes resolved more quickly in arbitration than in court.⁶

Even-handed application of generally applicable procedural rules therefore will benefit consumers, workers, and businesses alike. That approach relies on a consistent and established procedural requirement for when a defendant must invoke its right to arbitration—that is, on the same timeframe that applies for raising almost all other affirmative defenses. It subjects arbitration to the same rules as every other contract-based affirmative defense, thus guarding against anti-arbitration discrimination. And this approach avoids the harsh result of depriving everyone of the mutual benefits of arbitration.

CONCLUSION

The Court should reverse the District Court’s order denying arbitration and remand for further proceedings.

⁶

Id.

Dated: October 23, 2026

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CERTIFICATE OF COMPLIANCE

Pursuant to Fed. R. App. P. 32(g) and 5th Cir. R. 32.3, the undersigned certifies this brief complies with the typeface and type-style requirements of Fed. R. App. P. 32(a)(5) and (6).

1. Exclusive of the portions exempted by Fed. R. App. P. 32(f), this brief contains 2,861 words, as calculated by Microsoft Word.

2. The brief has been prepared in a proportionally spaced typeface using Microsoft Word in a 14-point Century Schoolbook font.

Dated: October 23, 2026

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CERTIFICATE OF SERVICE

I hereby certify that on October 23, 2026, I electronically filed this brief with the Clerk of the Court of the United States Court of Appeals for the Fifth Circuit by using the CM/ECF system. I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system.

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