

BLOWN UP: Consumers Sue Credit Card Company Over 600 Robocalls— End Up Having to Pay Robocaller \$250k In Fees

Article By:

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Credit One Bank just put the whole dang (TCPA)World on notice—it does not mess around in litigation against consumers.

The company—which has been party to a [number of TCPA suits over the years](#)—just absolutely obliterated a couple of cardholders that tried to sue it over purportedly illegal robocalls. The result? An award of **\$286,064.62** against the consumers and in favor of Credit One.

The details here are a little thin because the case proceeded in arbitration. Here is what we do know, however.

A guy opened a credit card in his wife's name, but provided his own phone number on the application. The card went into default and, as a result, Credit One started blasting away on the number trying to get the wife to pay back the debt:

Credit One attempted to collect on the debt by calling the number associated with the Card over 600 times, often as many as ten times per day.

The guy sues Credit One under the TCPA apparently (although this part is not clear) arguing that Credit One did not have consent to call his wife on his phone number. Credit One counterclaimed against both the guy and his wife (!) claiming that they had violated a provision of the contract that did not even exist at the time the account was opened.

Specifically, the cardholder agreement was modified after the account was opened to include the following provision:

if you provide telephone number(s) for which you are not the subscriber, you understand that you shall indemnify us for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us attempting to contact you at the number(s).

Credit One argued that since Mrs. Consumer was a cardholder *she* was responsible for having supplied the phone number of Mr. Consumer—which resulted in the lawsuit—even though it was Mr. Consumer who had actually supplied the number to begin with. (Again, the precise basis for the underlying TCPA claim is not entirely clear but it sure looks like Mr. Consumer sued Credit One for calling a number he had, in fact, supplied to Credit One—which is just nuts and if that’s what happened then the result here makes sense.)

The arbitrator—the Honorable Ariel E. Belen (Ret.) (go ahead and add her to your “yep” list Defendants)—agreed with Credit One and awarded the credit card issuer attorneys’ fees, arbitral expenses, and costs against BOTH Mr. and Mrs. Consumer in the amount of \$286,064.62.

\$286,064.62.

Amazing.

The consumers were obviously shocked at the idea of having to pay a quarter million dollars to a credit card company that had aggressively robocalled them to launch the case to begin with. They took the issue to federal court in New Jersey asking the district court there to reverse the arbitrator’s ruling.

Nope.

In *Credit One Bank, N.A. v. Lieberman*, Civ. No. 21-2923, 2021 U.S. Dist. LEXIS 145870 (D. N.J. Aug. 4, 2021) the district court refused to vacate the ruling finding it was based on a proper application of the law. While the consumers argued the arbitrator acted illegally, irrationally, and unjustly the Court simply disagreed—the contract terms were in black and white and the arbitrator did not act improperly in applying them against the consumers.

So the card holders now owe Credit One \$286,064.62.

Take aways here: i) callers should look to add (and enforce) indemnity provisions to consumer agreements related to contact information whenever possible; ii) consumers (and their lawyers) should think twice about filing TCPA suits where consent is apparent and where contract terms allow the caller to seek indemnity; and most important iii) don’t ever sue Credit One Bank. Not ever. Don’t even look at them funny.

Yowza.

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