UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA

Jordan Jones v. Credit One Bank, N.A.

Case No. 25-CV-0518-CVE-SH (N.D. Okla. Mar. 5, 2026) · No. 25-CV-0518-CVE-SH · Decided March 5, 2026

SUMMARY

The United States District Court for the Northern District of Oklahoma grants Credit One Bank's motion to compel arbitration of Jordan Jones's claims under the Telephone Consumer Protection Act and Oklahoma tort law. The court finds that Jones entered into valid credit card agreements containing enforceable arbitration provisions, that his claims fall within their scope, and that the case should be stayed and administratively closed pending arbitration.

CASE DETAILS

COURT	United States District Court for the Northern District of Oklahoma
WRITING FOR THE COURT	Claire V. Eagan
JURISDICTION	United States District Court for the Northern District of Oklahoma
DECIDED	March 5, 2026
DOCKET	25-CV-0518-CVE-SH
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved under the Federal Arbitration Act to compel arbitration of plaintiff's Telephone Consumer Protection Act and Oklahoma intentional-infliction-of-emotional-distress claims and to stay the federal action pending arbitration. The court granted the motion and administratively closed the case pending arbitration.
STANDARD OF REVIEW	When deciding a motion to compel arbitration without material factual disputes, the court may resolve arbitrability as a matter of law through motions practice, viewing the facts in the light most favorable to the party opposing arbitration. The arbitrability inquiry asks whether a valid arbitration agreement exists and whether the dispute falls within its scope.
PRECEDENTIAL VALUE	Unknown

TOPICS

arbitration · civil procedure · contracts · consumer protection · torts

PRACTICE AREAS

arbitration · contracts · consumer protection · civil procedure

QUESTIONS PRESENTED

1. Whether Jones entered into valid contractual agreements, including arbitration provisions, by receiving, activating, and using the three credit cards under Nevada law.
2. Whether the arbitration provisions were unenforceable because of procedural or substantive unconscionability.
3. Whether Jones's TCPA and Oklahoma intentional-infliction-of-emotional-distress claims fell within the scope of the arbitration provisions.
4. Whether the action should be stayed pending arbitration under section 3 of the Federal Arbitration Act.

HOLDINGS

1. Jones entered into three valid card-member contracts, including valid arbitration agreements, by receiving the cards and card agreements, activating and using each card, and failing to reject the arbitration provisions within the contractual 45-day period.
2. The arbitration provisions were not procedurally unconscionable because they were disclosed in bold, capitalized, and plainly worded text, and Jones had opportunities to review the agreements and reject arbitration.
3. The arbitration provisions were not substantively unconscionable because Jones failed to show that they were so one-sided as to oppress or unfairly surprise him, and the provisions contained the required modicum of bilaterality.
4. Jones's TCPA claim and supplemental Oklahoma intentional-infliction-of-emotional-distress claim fell within the broad arbitration provisions because the factual allegations concerned calls allegedly made to collect debts owed on the accounts.
5. The action must be stayed pending arbitration under section 3 of the Federal Arbitration Act, and the case was administratively closed pending completion of arbitration.

KEY QUOTATIONS

> *"A motion to compel arbitration calls for a two-step inquiry concerning the arbitrability of the dispute: (1) whether there is a valid arbitration agreement, and (2) whether the particular dispute falls within the scope of that agreement."* (4)

> *"Therefore, the Court grants defendant's motion to stay proceedings."* (10)

FACTUAL BACKGROUND

Credit One sent Jones three credit cards in 2021, 2022, and 2023, enclosing a card-member agreement with each card. Jones activated and used each card to make purchases, and each agreement contained a prominently disclosed arbitration provision with a 45-day written rejection procedure. Jones later sued over Credit One's alleged autodialed debt-collection calls in 2025, asserting TCPA and Oklahoma intentional-infliction-of-emotional-distress claims.

PROCEDURAL HISTORY

Jordan Jones filed suit against Credit One Bank, N.A., alleging that the bank used an autodialer to make more than 900 calls and leave multiple messages daily while attempting to collect credit-card debts, asserting claims under the Telephone Consumer Protection Act and Oklahoma common law. Credit One moved to compel arbitration based on arbitration provisions in three card-member agreements. After briefing, the court granted the motion, stayed the proceedings, administratively closed the case, and ordered the parties to file a notice within 15 days after arbitration concluded.

DISPOSITION

other

CASES CITED

- Stolt-Nielsen S.A. v. AnimalFeeds Int'l Corp., 559 U.S. 662, 681-82 (2010)
- Vaden v. Discover Bank, 556 U.S. 49, 58 (2009)
- Coors Brewing Co. v. Molson Breweries, 51 F.3d 1511, 1514 (10th Cir. 1995)
- Gilmer v. Interstate/Johnson Lane Corp., 500 U.S. 20, 26 (1991)
- Southland Corp. v. Keating, 465 U.S. 1, 11 (1984)
- Jacks v. CMH Homes, Inc., 856 F.3d 1301, 1305 (10th Cir. 2017)
- Hardin v. First Cash Fin. Servs., Inc., 465 F.3d 470, 475-76 (10th Cir. 2006)
- Nitro-Lift Technologies, LLC v. Howard, 568 U.S. 17, 20-21 (2012)
- Arthur Andersen LLP v. Carlisle, Arthur Andersen LLP v. Carlisle, 556 U.S. 624, 630 (2009)
- AT&T Technologies, Inc. v. Communications Workers of America, 475 U.S. 643, 649 (1986)
- Howsam v. Dean Witter Reynolds, Inc., 537 U.S. 79, 83 (2002)
- Howard v. Ferrellgas Partners, L.P., 748 F.3d 975, 978 (10th Cir. 2014)
- May v. Anderson, 119 P.3d 1264, 1257 (Nev. 2005)
- Keddie v. Beneficial Insurance, Inc., 580 P.2d 955, 956 (Nev. 1978)
- DeChambeau v. Balkenbush, 431 P.3d 359, 362 (Nev. App. Ct. 2018)
- Hotel Riviera, Inc. v. Torres, 632 P.2d 1155, 1157 (Nev. 1981)
- Merritt v. Credit One Bank, N.A., No. 220-CV-1335-JCM-VCF, 2020 WL 5775749, at *1 (D. Nev. Sep. 28, 2020)
- Pacha v. Credit One Bank, N.A., No. 20-CV-148-KJD-BNW, 2020 WL 6363840, at *2 (D. Nev. Oct. 29, 2020)
- D.R. Horton, Inc. v. Green, 96 P.3d 1159, 1162-63, 1165 (Nev. 2004)
- Giles v. GE Money Bank, No. 11-CV-434-JCM-CWH, 2011 WL 4501099, at *4 (D. Nev. Sep. 27, 2011)
- Ting v. AT&T, 319 F.3d 1126, 1149 (9th Cir. 2003)

- Bill Stremmel Motors, Inc. v. IDS Leasing Corp., 514 P.2d 654, 657 (Nev. 1973)
- Guerra v. Hertz Corp., 504 F. Supp. 2d 1014, 1021 (D. Nev. 2007)
- Tompkins v. 23andMe, Inc., 850 F.3d 1016, 1030-31 (9th Cir. 2017)
- Ferguson v. Corinthian Colleges, Inc., 733 F.3d 928, 938 (9th Cir. 2013)
- Camping Construction Co. v. District Council of Iron Workers, 915 F.2d 1333, 1338-39 (9th Cir. 1990)
- Gitlitz v. Bitrate Productions, No. 24-CV-1081-JAD-DJA, 2024 WL 46467671, at *3 (D. Nev. Oct. 31, 2024)
- Simula, Inc. v. Autoliv, Inc., 174 F.3d 716, 721 (9th Cir. 1999)
- Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc., 473 U.S. 614, 624 n.13 (1985)
- Moses H. Cone Memorial Hospital v. Mercury Construction Corp., 460 U.S. 1, 24-25 (1983)