UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF LOUISIANA

Steven J. Brolin v. Capital One, N.A., et al.

Brolin · No. No. 25-1944 · Decided December 15, 2025

SUMMARY

The United States District Court for the Eastern District of Louisiana granted Citibank, N.A.'s motion to compel arbitration of Steven J. Brolin's claims arising from alleged credit reporting and collection activity related to accounts included in his spouse's Chapter 13 bankruptcy. Applying South Dakota contract law, the court found that Brolin consented to the arbitration provisions through use of the credit cards and that his statutory claims fell within the broad arbitration agreements. The court stayed Brolin's claims against Citibank pending arbitration but allowed his claims against the other defendants to proceed.

CASE DETAILS

COURT	United States District Court for the Eastern District of Louisiana
WRITING FOR THE COURT	Lance M. Africk
JURISDICTION	United States District Court for the Eastern District of Louisiana
DECIDED	December 15, 2025
DOCKET	No. 25-1944
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff opposed Citibank, N.A.'s motion to compel arbitration and stay plaintiff's claims against Citibank pending arbitration. The district court granted the motion and stayed only the claims against Citibank.
STANDARD OF REVIEW	On a motion to compel arbitration under the Federal Arbitration Act, the court applies a two-step inquiry: whether a valid agreement to arbitrate exists and whether the dispute falls within its scope, followed by whether any federal statute or policy makes the claims nonarbitrable. The party seeking arbitration bears the burden of showing that a contract exists.
PRECEDENTIAL VALUE	Unknown; district court order

TOPICS

arbitration credit reporting contracts consumer protection civil procedure

PRACTICE AREAS

arbitration consumer protection credit reporting contracts civil procedure

QUESTIONS PRESENTED

1. Whether the parties formed a valid and enforceable arbitration agreement under South Dakota law despite plaintiff's asserted lack of actual receipt of the agreements.
2. Whether plaintiff's statutory credit-reporting claims fell within the scope of the arbitration agreements.
3. Whether the claims against Citibank should be stayed pending arbitration and whether the claims against the nonarbitrating defendants should also be stayed.

HOLDINGS

1. A valid and enforceable arbitration agreement existed because, under the governing South Dakota law, plaintiff's use of the credit cards constituted consent to the card agreements, including the arbitration provisions, even without proof of actual receipt of the agreements.
2. Plaintiff's claims fell within the scope of the arbitration agreements because the agreements covered all claims based on statutory or regulatory provisions, and plaintiff's claims arose under 15 U.S.C. § 1681.
3. The court was required to stay plaintiff's claims against Citibank pending arbitration.
4. The court declined to stay the claims against the other defendants because the record did not establish that a mandatory or discretionary stay was appropriate.

KEY QUOTATIONS

> *"The FAA requires a federal district court to stay an action pending an arbitration, rather than dismiss it."*

> *"This continued use of the credit card without opting out of the arbitration agreement is sufficient to establish that plaintiff consented to the terms of the updated credit card agreement that included the arbitration agreement."*

FACTUAL BACKGROUND

Brolin alleged that his wife's Chapter 13 bankruptcy included consumer debts associated with Citibank and Capital One accounts held in his name. He alleged that Citibank reported the accounts as delinquent or charged off, failed to reasonably investigate disputes, and caused collection activity that harmed his credit and prevented automobile financing and insurance coverage. Citibank submitted credit-card agreements containing arbitration provisions, and Brolin argued that he had not received the agreements or arbitration provisions. The court found that Brolin had used the cards and had not opted out of the updated agreements.

PROCEDURAL HISTORY

Steven J. Brolin brought claims concerning allegedly inaccurate credit reporting and collection activity against Citibank, Capital One, and credit reporting agencies. Citibank moved to compel arbitration and to stay the proceedings as to its claims. The court granted the motion, stayed the claims against Citibank, and allowed the claims against the other defendants to proceed.

DISPOSITION

other

CASES CITED

- Brown v. Pac. Life Ins. Co., 462 F.3d 384, 396–97 (5th Cir. 2006)
- Webb v. Investacorp, Inc., 89 F.3d 252, 257–58 (5th Cir. 1996)
- Jones v. Halliburton Co., 583 F.3d 228, 234–35 (5th Cir. 2009)
- Sherer v. Green Tree Servicing LLC, 548 F.3d 379, 381 (5th Cir. 2008)
- Buckeye Check Cashing, Inc. v. Cardegna, 546 U.S. 440, 449 (2006)
- Rent-A-Center, W, Inc. v. Jackson, 561 U.S. 63, 67 (2010)
- Howsam v. Dean Witter Reynolds, Inc., 537 U.S. 79, 83 (2002)
- Trujillo v. Volt Mgmt. Corp., 846 F. App’x 233, 235–36 (5th Cir. 2021)
- Moran v. Ceiling Fans Direct, Inc., 239 F. App’x 931, 936 (5th Cir. 2007)
- Jackson Nat’l Life Ins. Co. v. Dobbins, 761 F. App’x 389, 392 (5th Cir. 2019)
- Singletary v. United Parcel Serv., Inc., 828 F.3d 342, 351 (5th Cir. 2016)
- Jimenez v. Sun Life Assurance Co. of Canada, 486 F. App’x 398, 407–08 (5th Cir. 2012)
- Du-Phillips v. Citibank, N.A., No. 25-34, 2025 WL 1615329, at *8, *10 (D. Haw. June 5, 2025)
- Doe v. Citibank, N.A., No. 23-8244, 2024 WL 5275508, at *2–3 (C.D. Cal. July 10, 2024)
- McCormick v. Citibank, N.A., No. 15-46, 2016 WL 107911, at *4 (W.D.N.Y. Jan. 8, 2016)
- Adams v. Georgia Gulf Corp., 237 F.3d 538, 540–41 (5th Cir. 2001)
- Waste Mgmt., Inc. v. Residuos Industriales Multiquam, 371 F.3d 339, 343 (5th Cir. 2004)
- Jones Walker, LLP v. Petaquilla Minerals, LTD., No. 14-1203, 2015 WL 37772670, at *5
- Suzlon Infrastructure, Ltd. v. Pulk, No. 09-2206, 2010 WL 3540951, at *8 (S.D. Tex. Sept. 10, 2010)