Oral Revocation of Consent Insufficient Where Contract Required Writing

A post on the website of **Manatt, Phelps & Phillips** discusses a case in which an Ohio federal court found that, where a contract required written revocation of consent to be contacted, a consumer's attempt to orally revoke consent failed.

As part of the cardholder agreement between Carlton Barton and Credit One Bank, Barton provided his explicit consent to be contacted on his cellphone number in any way (such as prerecorded message, autodialer or text message), explain **Diana L. Eisner** and **Christine M. Reilly**. Barton later claimed that he revoked his consent by telling a representative of Credit One not to call him anymore.

Barton sued under the Telephone Consumer Protection Act, but the court found that the plaintiff provided his cellphone number to the defendant when he filled out his application form and "'a party who gives an invitation or permission to be called at [a certain] number' has given 'prior express consent' to be contacted."

Read the article.