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David W. Slayton,
Executive Officer/Clerk of Court,
By M. Cardenas Alvarado, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, SAN FERNANDO COURTHOUSE

CREDIT CORP SOLUTIONS, INC.,

Plaintiff,

v.

LISA NEVILLE,

Defendant.

LISA NEVILLE,

Cross-Complainant,

v.

CREDIT CORP SOLUTIONS, INC.; and ROES 1 through 10, inclusive,

Cross-Defendants,

Case No. 25CHLC17110

DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION TO COMPEL ARBITRATION AND STAY PROCEEDINGS; DECLARATION OF LISA NEVILLE

Date: April 27, 2026
Time: 10:30AM
Department: 25

Date Motion filed: January 29, 2026

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INTRODUCTION

Plaintiff Credit Corp Solutions, Inc. ("Plaintiff"), a debt buyer, has sued Defendant Lisa Neville ("Defendant") for $2,064.89 it cannot prove it owns. Unable to substantiate its claim, Plaintiff relied on a manufactured assignment document that it has recycled across multiple lawsuits against other consumers. The timing of Plaintiff's Motion to Compel Arbitration ("the Motion") is telling: Plaintiff moved to compel arbitration only after Defendant sought leave to file a Cross-Complaint for public injunctive relief exposing Plaintiff's practice.

Defendant opposes this motion on three independent grounds: (1) Plaintiff fails to establish that any arbitration agreement with Defendant exists because the alleged agreement it offers, which is inadmissible, is an unsigned, undated, template bearing neither Defendant's name nor account number and which Defendant does not remember seeing or signing; (2) even assuming such an agreement once existed, Plaintiff fails to establish valid assignment because the Bill of Sale it offers is inadmissible and likely manufactured, nullifying the purported transfer of rights including any right to compel arbitration; and (3) even if a valid agreement were validly assigned, its limitation of injunctive relief to individual relief is a waiver of public injunctive relief that is unenforceable under the California Supreme Court's holding in *McGill v. Citibank, N.A.*, 2 Cal. 5th 945 (2017).

STATEMENT OF FACTS

On April 16, 2025, Plaintiff filed a breach of contract lawsuit against Defendant in the Los Angeles Superior Court, Limited Civil Division, seeking $2,064.89 for an alleged debt that Plaintiff allegedly was assigned. Compl. ¶ 21, 24. In its complaint, Plaintiff attached three billing statements allegedly sent to Defendant, dated April 4, 2024, March 25, 2022, and October 26, 2021. *Id.* Ex. C. None of the billing statements include an agreement or reference an agreement. *See id.*. In its complaint, Plaintiff also attached a document purporting to evidence assignment. Compl. ¶ 7. On that document, Defendant's alleged debt appears as the only unredacted line item on a spreadsheet. *Id.* Ex. A. That line item appears approximately one-third of the way down on the page, which is labeled page 6 of 81. *Id.* In a number of Plaintiff's other lawsuits, Plaintiff attached the exact same single-page document, in which other defendants'

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alleged debts also appear as the only unredacted line item on a spreadsheet. Mot. for Leave to File Cross-cl. Ex. A ¶¶ 31-36. Each defendant's line item also appears one-third of the way down on a page labeled 6 of 81, even though the different alleged debts were purportedly purchased in different transactions, from different creditors, and in different portfolios. *See id.*

On July 11, 2025, Defendant filed a General Denial. On October 31, 2025, Defendant's counsel emailed Plaintiff's counsel to request that Plaintiff stipulate to allow Defendant to file a cross-complaint. Mot. for Leave to File Cross-cl. Ex. B. Defendant's proposed cross-complaint alleged that Plaintiff manufactured its assignment documents, violating the Fair Debt Buying Practices Act, the Rosenthal Fair Debt Collection Practices Act, the Unfair Competition Law ("UCL"), and committing fraud. *Id.* Ex. A ¶ 1. In addition to damages and attorney's fees, Defendant's cross-complaint sought public injunctive relief enjoining Plaintiff from engaging in the unlawful practice of manufacturing assignment documents to collect from and sue members of the general public. *Id.* Ex. A ¶ 10. In her proposed Cross-Complaint, Defendant identifies six other lawsuits from 2024 to 2025 that Plaintiff filed in Los Angeles Superior Court using the same manufactured assignment document. *Id.* Ex. A ¶¶ 31-36.

On November 15, 2025, Plaintiff's counsel declined Defendant's request to stipulate to allow Defendant to file a cross-complaint. Mot. for Leave to File Cross-cl. Ex. B. Defendant filed a Motion for Leave to File Cross-Complaint on November 18, 2025, and on January 21, 2026, Plaintiff filed its Opposition to that motion. *Id.*; Opp'n to Mot. for Leave to File Cross-cl. On January 23, 2026, Plaintiff's counsel emailed Defendant's counsel to request that Defendant stipulate to arbitration, which Defendant's counsel declined. Mot. to Compel Arb. Ex. A. On January 29, 2026, Plaintiff filed its Motion to Compel Arbitration. *Id.*. In support of the Motion, Plaintiff offers a declaration from William Wang with attached exhibits. Notice of Mot. 2:3-4, Jan. 29, 2026. According to the State Bar of California, Mr. Wang was barred on June 17, 2025. RJN, Ex. A. In his declaration, Mr. Wang incorporates by reference an alleged Bill of Sale dated from May 2022 and an alleged agreement from Synchrony Bank. Wang Decl. ¶ 4, 5. The alleged agreement fails to include Defendant's name, account number, a date, or a signature. *See id.* Ex. B. The alleged agreement contains a provision titled "RESOLVING A DISPUTE WITH

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ARBITRATION" that states it "broadly covers claims based upon contract, tort, consumer rights, fraud….statute, regulation…and claims for money damages and injunctive or declaratory relief…". *Id.* Ex. B at 4, 5. It also states that "the arbitrator may award…injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim)." *Id.*.

On February 4, 2025, the Court (Hon. Enrique Monguia) heard arguments on Defendant's Motion for Leave and transferred the case after deciding the case warranted further scrutiny and without ruling on the Motion for Leave. Ct. Order, Feb. 17, 2026.

LEGAL ARGUMENTS

I. Plaintiff Fails to Prove a Valid Arbitration Agreement Exists

A court shall order arbitration "if it determines that an agreement to arbitrate the controversy exists." Cal. Code Civ. Proc. § 1281.2. "Because the existence of the agreement is a statutory prerequisite to granting the petition, the petitioner bears the burden of proving its existence by a preponderance of the evidence." *Rosenthal v. Great Western Fin. Securities Corp.* 14 Cal.4th 394, 413 (1996). The burden of production follows a shifting three-step process. *Gamboa v. Northeast Community Clinic*, 72 Cal.App.5th 158, 165 (2021). First, the moving party bears the burden of producing "prima facie evidence of a written agreement to arbitrate the controversy." *Rosenthal* 14. Cal.4th at 413. To do this, the moving party must state the provisions of the written agreement and the paragraph that provides for arbitration. *See* Cal. Rules of Ct. 3.1330. "The provisions must either be stated verbatim or a copy must be physically or electronically attached to the petition and incorporated by reference." *Id.* If the agreement is attached, it must be a copy of the arbitration agreement purporting to bear the respondent's signature. *See Espejo v. Southern California Permanente Medical Group*, 246 Cal.App.4th 1047, 1060 (2016). "If the moving party meets its initial prima facie burden and the opposing party disputes the agreement, then in the second step, the opposing party bears the burden of producing evidence to challenge the authenticity of the agreement." *Gamboa* 72 Cal.App.5th at 165. The opposing party can do this by declaring that the party never saw or does not remember seeing or signing the agreement. *See id.* "If the opposing party meets its burden of

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evidence, then in the third step, the moving party must establish with admissible evidence a valid arbitration agreement between the parties. The burden of proving the agreement by a preponderance of the evidence remains with the moving party." *Id.*

1. The Purported Arbitration Agreement Lacks Defendant's Signature

Attempting to meet its prima facie burden, Plaintiff cites "the Paypal Credit Agreement," which it offers as an exhibit to the Wang Declaration and argues is signed by Defendant and includes an arbitration provision. Mot. to Compel Arb. 8:28-9:1 ("The Plaintiff has provided the parties' agreement and has met the burden of proving the agreement, in that petitioner offered respondent a credit account agreement, to which respondent agreed by signing the agreement…"). The exhibit contradicts this; the agreement appears to be a template without a name, account number, or date, and it does not include Defendant's signature. *See* Wang Decl., Ex. B. Plaintiff fails to meet its prima facie burden because it did not attach a copy of the arbitration agreement that purports to have Defendant's signature. *See Espejo v. Southern California Permanente Medical Group*, 246 Cal.App.4th 1047, 1060 (2016). Because Plaintiff failed to meet its prima facie burden, Plaintiff's motion should be denied at the outset.

2. Defendant Does Not Recall Seeing or Signing an Arbitration Agreement

Even if the Court were to find that Plaintiff met its prima facie burden, Defendant disputes the agreement and does not recall ever seeing Plaintiff's alleged arbitration agreement or signing it. Neville Decl. ¶ 2, 3. Plaintiff fails to allege how or when Defendant would have received a copy of this template agreement. Defendant could not have assented to a template agreement that, even if it existed at the time, was not provided to her. Plaintiff fails to demonstrate how Defendant signed it or otherwise manifested assent. Defendant shifts the burden of proof back to Plaintiff to establish a valid arbitration agreement through admissible evidence. *See Gamboa* 72 Cal.App.5th at 165.

3. Plaintiff's Evidence of an Arbitration Agreement is Inadmissible

Plaintiff cannot meet its reverted burden to prove a valid arbitration agreement through evidence, because the evidence it relies upon is inadmissible. As a threshold matter, Plaintiff's key exhibits are inadmissible because the Wang Declaration – the sole foundation offered for

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those exhibits – fails to satisfy California Evidence Code § 702. Testimony such as a declaration is admissible only if the witness has personal knowledge of the matter. *See* Cal. Evid. Code §§ 403(a)(2), 702(a). Personal knowledge requires acquiring knowledge through one's senses. *See* Cal. Evid. Code § 170. A boilerplate sentence such as "If called as a witness I could and would competently testify under oath to the above facts which are personally known to me" is not sufficient to establish personal knowledge. *Gamboa* 72 Cal.App.5th at 169. A writing is admissible only if it is authenticated. *See* Cal. Evid. Code §§ 403(a)(3), 1400, 1401. A writing may be authenticated by offering evidence sufficient to sustain a finding of the authenticity of the writing. *See Verzan v. McGregor*, 23 Cal. 339 (1863); *see also* Cal. Evid. Code §§ 1410-1421. Without this admissible evidence, the motion must be denied. *See Ruiz v. Moss Bros. Auto Grp.*, 232 Cal. App. 4th 836, 842 (2014) (denying a petition to compel arbitration because the alleged agreement did not have an authenticated electronic signature).

For credit card cases, later conduct such as making purchases and receiving account statements do not necessarily meet the burden of proof to establish a valid arbitration agreement. Account statements that do not include any reference to arbitration or include the cardmember agreement do not establish a valid arbitration agreement. *See Fleming v. Oliphant Financial, LLC*, 88 Cal. App. 5th 13, 25 (2023) (denying a debt collection company's Motion to Compel Arbitration because the cardholder agreement that it alleged had an arbitration provision was not a signed agreement and its account statements failed to include references to arbitration or include the cardmember agreement).

Defendant objects to Mr. Wang's statement that Exhibit B is a "true and correct copy of the Paypal Credit Account Agreement." Wang Decl. ¶ 3, 4. Mr. Wang provides no other foundation beyond a boilerplate sentence stating "If called upon to testify as a witness thereon, I could and would competently testify as to all the facts…," which alone is not enough to establish personal knowledge. *See Gamboa* 72 Cal.App.5th at 169; Wang Decl. ¶ 2. Mr. Wang was only barred on June 17, 2025 – two months after Plaintiff filed the complaint in this action, and more than three years after the first billing statement that Plaintiff attached to its complaint. RJN, Ex. A.; Compl.. Mr. Wang was years away from being a practicing attorney during the

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period where any alleged agreement would have been formed. This timeline strongly suggests that Mr. Wang was not present and thus could not have acquired personal knowledge through his own senses. *See* Cal. Evid. Code § 170. His declaration offers no other explanation of how he independently acquired personal knowledge of these documents despite his absence at that time. Plaintiff also fails to offer any other evidence to sustain a finding for the authenticity of "the Paypal Credit Account Agreement" as a writing. *See Verzan* 23 Cal. at 339; *see also* Cal. Evid. Code §§ 1410 – 1421. Both the Wang Declaration statement and the attached agreement are inadmissible evidence. Without any admissible evidence of an arbitration agreement, Plaintiff cannot establish its existence.

Plaintiff's argument that Defendant "made purchases using her credit card and never opted out of the arbitration clause" are also not supported by any cited evidence. Mot. to Compel Arb. 5:10-11. To the extent that Plaintiff is referring to the account statements attached in its complaint but otherwise uncited in the Motion, those account statements fail to include any references to arbitration or a cardholder agreement. Compl. Ex. C. Even if, as Plaintiff argues, Defendant made purchases on the card and received billing statements, those statements would not establish consent to an arbitration provision because they do not reference arbitration or include the cardmember agreement. *See Fleming* 88 Cal. App. 5th at 25. Plaintiff fails to establish the existence of a valid arbitration agreement by a preponderance of evidence.

II. Plaintiff Fails to Establish Valid Assignment

Even if the Court were to find that an arbitration agreement once existed between Defendant and the original creditor, Plaintiff fails to evidence its argument that those rights were validly assigned to it. Mot. to Compel Arb. 6:17-19. In an action brought by a debt buyer on consumer debt, the Plaintiff must allege that they are the sole owner of the debt at issue. Cal. Civ. Code § 1788.58(a)(3). This allegation must be supported by authenticated business records. Cal. Civ. Code § 1788.60(a). The documentary evidence must specifically reference the debtor's account; merely suggesting that the debtor's account was included in a bulk purchase and sale of general accounts from the original creditor is insufficient. *See Cockerell v. Title Ins. & Trust*

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Co., 42 Cal.2d 284, 292 (1954); *see also Persolve v. Uribe*, No. 09-K-22969 (Cal. Super. Ct. Dec. 9, 2010) (unreported: https://www.nclc.org/images/pdf/unreported/Persolve.pdf).

1. Plaintiff's Evidence of Assignment is Inadmissible

Plaintiff cannot establish that it was assigned Defendant's account, because both Mr. Wang's statement incorporating the Bill of Sale, and the actual Bill of Sale document which it cites as evidence of assignment, are both inadmissible. Mot. to Compel Arb. 6:4-5. First, like with the "Paypal Credit Account Agreement," Mr. Wang's statement that "Exhibit C is a true and correct copy of the Bill of Sale" is inadmissible. Wang Decl. ¶ 6. The Bill of Sale is dated May 2022. Wang. Dec. Ex. C. However, Mr. Wang would not be barred as an attorney until over three years later. *Id*; RJN, Ex. A.. Mr. Wang was likely not present at the time of the Bill of Sale and thus could not have acquired personal knowledge through his own senses. *See* Cal. Evid. Code § 170. His declaration offers no other explanation of how he independently acquired personal knowledge of this Bill of Sale despite his absence at that time. The statement that "Exhibit C is a true and correct copy of the Bill of Sale" is inadmissible.

Second, even if Mr. Wang's statement is admissible, the actual Bill of Sale is inadmissible hearsay. Under the hearsay rule, evidence is hearsay and inadmissible when it is evidence of a statement that was made other than by a witness and that is offered to prove the truth of the matter stated. Cal. Evid. Code § 1200. The business records exception to the hearsay rule only allows evidence of a writing to be admissible hearsay if it was (a) made in the regular course of business; (b) made at or near the time of the act, condition, or event; (c) the custodian or other qualified witness testifies to its identity and mode of preparation; and (d) the sources of information and method were such as to indicate its trustworthiness. Cal. Evid. Code § 1271. Plaintiff's Bill of Sale is hearsay because it is a statement made by a non-witness offered to prove Plaintiff's assertion that Defendant's debt was included in a transfer between Plaintiff and the original creditor. Mot. to Compel Arb. 5:5-6. It does not meet the business records exception, because Plaintiff offers no testimony from a custodian or other qualified witness as to the identity and mode of preparation. While there is an affidavit from an "Alexa Stubbs" attached to the Bill of Sale, it is not testimony and therefore cannot be used to establish the

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business records exception. Wang Decl. Ex. C. Therefore, the Bill of Sale is inadmissible hearsay. The affidavit merely refers to "a pool of charge off-accounts (the Accounts) by a Purchase and Sale Agreement and a Bill of Sale;" but does not specifically reference Defendant's account, which would be required to establish assignment. *See Cockerell*, 42 Cal.2d at 292; *see also Persolve,* No. 09-K-22969 at 2. Without admissible evidence to establish assignment of Defendant's account, Plaintiff fails to show that it was transferred any right to arbitrate with Defendant.

2. Plaintiff's Assignment Documentation is Likely Manufactured

Even if Plaintiff's evidence of assignment were admissible, the fact that they are likely manufactured would nullify any assignment. A forged assignment is a "complete nullity" and does not transfer the full rights of the underlying obligation. *See D'Orazi v. Bank of Canton*, 254 Cal. App. 2d 901, 907 (1967) ("As the purported assignment by Joseph F. D'Orazi was in fact a forgery and was known to be such by Victor, the pretended reassignment was a complete nullity."). Plaintiff contends that the Bill of Sale shows Defendant's debt was purchased by Plaintiff. Mot. to Compel Arb. 5:5-6. However, the content of the second page of Exhibit C suggests it was likely manufactured. On this page, Defendant's alleged account appears as the only unredacted line item on a spreadsheet. Wang Decl. Ex. C. That line item appears approximately one-third of the way down on the page, which is labeled page 6 of 81. *Id.* In at least six other lawsuits filed by Plaintiff in Los Angeles Superior Court from 2024 to 2025, Plaintiff attached the exact same single-page document, in which each consumer's alleged account also appears as the only unredacted line item on a spreadsheet. Mot. for Leave to File Cross-cl. Ex. A ¶ 6-7. Each line item also appears one-third of the way down on a page labeled 6 of 81. *Id.* These different alleged accounts were purportedly purchased in different transactions, from different creditors, and in different portfolios. *Id.*

It is virtually impossible that each of Plaintiff's different alleged accounts across at least seven different lawsuits — from different portfolios, different Bills of Sale, different dates, and different creditors — all happened to be on the exact same line on the sixth page of an 81-page spreadsheet. In a separate motion, Defendant seeks to file a Cross-Complaint highlighting this

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discrepancy as evidence that the assignment document was manufactured. Mot. for Leave to File Cross-cl. Ex. A ¶ 6. Defendant seeks to argue that Plaintiff committed fraud and violated consumer protection laws by misrepresenting the assignment documentation as authenticated. Mot. for Leave to File Cross-cl. Ex. A ¶ 74-78. Plaintiff's manufactured assignment is a complete nullity and does not transfer arbitration rights from the original creditor, if they ever even existed. *See D'Orazi* 254 Cal. App. 2d at 907. Plaintiff cannot compel arbitration because it has failed to show both the existence of a valid arbitration agreement and valid title.

III. Plaintiff's Alleged Arbitration Agreement Is Invalid and Unenforceable Because It Waives Public Injunctive Relief

Even if the Court were to find that a valid arbitration agreement exists, and conclude that it was properly assigned, the agreement is nonetheless unenforceable. The California Supreme Court has held that arbitration provisions that would waive a party's right to request public injunctive relief are valid and unenforceable. *McGill v. Citibank, N.A.*, 2 Cal. 5th 945, 961 (2017). In *McGill v. Citibank,* Citibank petitioned to compel arbitration against a litigant who filed a class action seeking, among other things, injunctive relief against Citibank's alleged illegal and deceptive practices. *Id.* at 953. Citibank argued that the litigant had agreed to an arbitration provision, which stated "the arbitrator may award relief only on an individual basis." *Id.* The Court held that this limitation on injunctive relief made Citibank's arbitration provision unenforceable, because it contradicted the public statutory purpose of California's consumer protection laws. *Id.* at 961. The Court held that California's UCL meant to provide public injunctive relief as a remedy for private plaintiffs to protect the public at large. *See* Cal. Bus. & Prof. Code § 17203; *see also McGill*, 2 Cal. 5th at 961.

Defendant has sought leave in a separate motion to file a Cross-Complaint requesting public injunctive relief under the UCL to enjoin Plaintiff from harming other consumers with its manufactured assignment documents. Mot. for Leave to File Cross-cl. Ex. A ¶ 72. In her Cross-Complaint, Defendant identifies at least six other lawsuits filed by Plaintiff in Los Angeles Superior Court from 2024 to 2025 that contain the manufactured assignment document. *Id.* Ex. A ¶ 31-36. Plaintiff's practice is contemporaneous and likely to continue to harm other

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California consumers. Defendant's request for public injunctive relief is precisely the type of relief that benefits the public and advances the UCL's statutory purpose.

However, Plaintiff has moved to compel arbitration of the entire action, which would encompass Defendant's Cross-Complaint seeking public injunctive relief. Plaintiff's alleged arbitration agreement requires parties to arbitrate claims for injunctive relief but limits relief to individual injunctive relief only. The alleged arbitration agreement states that it "broadly covers claims based upon contract, tort, consumer rights, fraud….statute, regulation…and claims for money damages and injunctive or declaratory relief…" Wang Decl. Ex. B at 4, 5. Additionally, it states that "the arbitrator may award…injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim)." *Id.*. Just like with *McGill*, if arbitration is compelled, Defendant would be forced to limit her claim for relief to herself and thus waive her right to seek public injunctive relief. Plaintiff's alleged arbitration agreement contradicts the statutory purpose of the UCL and is invalid and unenforceable. *See McGill* 2 Cal. 5th at 961.

CONCLUSION

For the foregoing reasons, Plaintiff's Motion to Compel Arbitration and Stay Proceedings should be denied. First, Plaintiff has failed to establish the existence of an arbitration agreement with Defendant. Second, Plaintiff has failed to establish a valid assignment of Defendant's account. Third, the alleged arbitration agreement is unenforceable under the California Supreme Court's decision in *McGill v. Citibank, N.A.*. Granting Plaintiff's motion would compromise the purpose of California's consumer protection laws designed to allow private parties like Defendant to protect the public from harmful practices such as Plaintiff's. For these reasons, Defendant respectfully requests that the Court deny Plaintiff's Motion to Compel Arbitration and Stay Proceedings in its entirety.

Dated: 04/14/2026

By: David Zhao

David Zhao
Pro Bono Attorney for Defendant
And Cross Complainant Lisa Neville

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, SAN FERNANDO COURTHOUSE

CREDIT CORP SOLUTIONS, INC.,

Plaintiff,

v.

LISA NEVILLE,

Defendant.

LISA NEVILLE,

Cross-Complainant,

v.

CREDIT CORP SOLUTIONS, INC.; and ROES 1 through 10, inclusive,

Cross-Defendants,

Case No. 25CHLC17110

DECLARATION OF DEFENDANT LISA NEVILLE IN SUPPORT OF DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION TO COMPEL ARBITRATION AND STAY PROCEEDINGS

Date: April 27, 2026
Time: 10:30AM
Department: 25

Date Motion filed: January 29, 2026

Lawyaw Package ID: 66758222-6648-4086-8539-2049da248372

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I, Lisa Neville, declare as follows:

1. I have been named as a defendant in an action captioned *Credit Corp Solutions, Inc. v. Lisa Neville*. I submit this Declaration in support of my opposition to Plaintiff's Motion to Compel Arbitration and Stay Proceedings in Case No. 25CHLC17110. I am a competent adult over the age of 18 and, unless otherwise stated, I have personal knowledge of the matters set forth herein, and if called upon to testify thereto, I could and would competently and truthfully do so.

2. I do not remember ever seeing Exhibit B to the Declaration of William Wang, titled "the Paypal Credit Account Agreement."

3. I do not remember ever signing Exhibit B to the Declaration of William Wang, titled "the Paypal Credit Account Agreement."

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Los Angeles, California on 04/09/2026.

LisaXiaoli Neville Quincampoix

Lisa Neville

Defendant

And Cross Complainant