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SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES, SAN FERNANDO DIVISION

CREDIT CORP SOLUTIONS INC., Plaintiff, v. LISA NEVILLE, Defendant/Cross-complainant. AND PROPOSED CROSS-ACTION	Case No.: 25CHLC17110 **CREDIT CORP SOLUTIONS INC.'S NOTICE OF MOTION AND MOTION TO COMPEL ARBITRATION AND STAY PROCEEDINGS; MEMORANDUM OF POINTS AND AUTHORITIES** Date: May 29, 2026 Time: 8:30 AM Dept: K Reservation ID: 016977318504 Date of Filing Action: April 16, 2025

TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEY'S OF RECORD:

PLEASE TAKE NOTICE that on May 29, 2026 at 8:30 a.m., or as soon thereafter as it may be heard, in Department K of the above-entitled Court, Plaintiff/Cross-defendant CREDIT CORP SOLUTIONS INC., ("Credit Corp") Motion to Compel Arbitration and Stay Proceedings

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will be heard.

This Motion will be supported by this Notice of Motion, the Memorandum of Points and Authorities, Declaration of William Wang, Esq., and exhibits submitted in support thereof, all documents in the Court's file, and any further argument or evidence that may be presented to the Court at or before the hearing.

This Motion is brought pursuant to Cal. Code Civ. Proc. § 1281.2 on the grounds that Defendant Lisa Neville ("Defendant") is bound by a written agreement to arbitrate claims related the account that is the subject of this action. This Motion is also brought pursuant to Cal. Code Civ. Proc. § 1281.4 on the grounds that a stay of the entire action must be in effect during the arbitration process.

Respectfully submitted,

Dated: January 26, 2026

PATENAUDE & FELIX, A.P.C.

By:_____
William Wang, Esq.
Plaintiff
CREDIT CORP SOLUTIONS INC.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This action arises from a consumer credit card debt charge-off. Synchrony Bank FKA GE Capital Retail Bank ("Synchrony") issued the credit account ending in 2680 to Defendant. Defendant allegedly used the credit account and incurred charges on it. Defendant thereafter defaulted on payment of the balance.

On April 24, 2022, the balance was charged off by Synchrony, and on or about May 16, 2022, the account was assigned to Credit Corp. The governing Paypal Credit Account Agreement contains a valid and enforceable arbitration provision requiring that all claims arising from the account be resolved through arbitration upon election by either party. Plaintiff has elected arbitration, but Defendant has refused to voluntarily submit this matter to arbitration. As a result, Plaintiff brings this motion to compel arbitration and to stay further proceedings pending completion of arbitration.

II. FACTUAL BACKGROUND

Credit Corp is a debt buyer and the Assignee of Synchrony on the consumer credit account debt that is the subject of this action. The agreement between Synchrony and Defendant that was assigned to Credit Corp contains an arbitration provision stating that all court actions (aside from small claims actions) are subject to arbitration if any party elects arbitration.

The underlying complaint was filed on April 16, 2025 seeking damages for the unpaid balance of $2,064.89; the costs of suit; and any other relief the Court deems just and proper. On July 7, 2025, Defendant, in pro per, filed an Answer to the Complaint. On October 30, 2025, Defendant retained Public Counsel as defense counsel. On October 31, 2025, Plaintiff received Defendant's counsel's email correspondence requesting Plaintiff to stipulate to the filing of Ms. Neville's proposed cross complaint. Plaintiff respectfully declined Defendant's request and initiated settlement discussions for potential resolution. No settlement discussions occurred. On

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November 18, 2025, Defendant filed Motion for Leave to File Cross-Complaint. On January 21, 2026, Plaintiff filed opposition to Defendant's Motion for Leave to File Cross-Complaint. The motion for leave is scheduled for a hearing on February 04, 2026 in San Fernando Division Department K.

On January 23, 2026, Plaintiff's Counsel emailed Defendant's counsel requesting Defendant stipulate to arbitration to resolve the matter outside of the court. Defendant's counsel declined the request. *See*, Exhibit A of Declaration of William Wang. Therefore, Credit Corp has filed this motion.

III. LEGAL ARGUMENT

A. Defendant Agreed to Arbitrate Disputes Related to this Account.

Defendant has a credit account with Synchrony. Included in the terms and conditions of the Paypal Credit Account Agreement for the account was a provision titled "RESOLVING A DISPUTE WITH ARBITRATION" ("Arbitration Agreement"), whereby Defendant agreed to arbitrate any claims stemming from the underlying agreement with Synchrony. A copy of the Paypal Credit Account Agreement is attached to the Declaration of William Wang as Exhibit B:

> PLEASE READ THIS SECTION CAREFULLY. IF YOU DO NOT REJECT IT, THIS SECTION WILL APPLY TO YOUR ACCOUNT, AND MOST DISPUTES BETWEEN YOU AND US WILL BE SUBJECT TO INDIVIDUAL ARBITRATION…
>
> If either you or we make a demand for arbitration, you and we must arbitrate any dispute or claim between you…and us…that directly or indirectly arises from or relates to your account…
>
> …any assignee, agent, or service provider of ours that collects amounts due on your account are intended beneficiaries of this Arbitration section and may enforce it in full.
>
> …you or we may elect arbitration with respect to any claim made by a new party or any claim later asserted by a party in any related or unrelated lawsuit…. Arbitration may be requested at any time, even where there is a pending lawsuit…
>
> The party seeking arbitration must select either the American Arbitration

> Association (AAA)…or JAMS… to administer the arbitration. If neither administrator can handle the dispute, a court with jurisdiction will appoint an arbitrator.

PayPal Credit Account Agreement, Arbitration Provision, ¶1, ¶ 4, ¶ 7.

The debt was purchased by Credit Corp. See Bill of Sale attached to the Declaration of William Wang as Exhibits C. The account is governed by the Paypal Credit Account Agreement, which provides that use of the credit constituted an agreement to be bound by the terms of the Paypal Credit Account Agreement, including the term requiring individual arbitration of any disputes relating to the Account. *See,* Exhibit B to Declaration of William Wang. Defendant made purchases using her credit and never opted out of the arbitration clause. By using the account after receipt of the Paypal Credit Account Agreement, Defendant became bound by the arbitration provision therein. *See,* Exhibit B to Declaration of William Wang**.** Therefore, the arbitration clause is fully enforceable under Cal. Code Civ. Proc. § 1281.2.

Further, the entire action, including the proposed cross-action falls squarely within the scope of the arbitration clause in the Paypal Credit Account Agreement because they are a dispute stemming from the unpaid credit debt and Credit Corp's collection of the unpaid balance. Accordingly, Defendant's claims must be pursued (if at all) only in arbitration. Credit Corp, therefore, moves for an order compelling the parties to arbitrate their claims.

Further, pursuant to Cal. Code Civ. Proc. § 1281.4, the action must be stayed pending the conclusion of the arbitration proceedings.

Under the facts set forth above, federal and state law mandate enforcement of the Arbitration Agreement. For the following reasons, this action, including Defendant's proposed cross-claims against Credit Corp, must be submitted to arbitration. All claims and issues, including those alleged in Defendant's proposed cross-complaint, fall squarely within the scope of the Arbitration Agreement and may be adjudicated by the arbitrator.

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B. All Rights Under the Assignment, Including the Right to Arbitrate, Were Transferred to Credit Corp.

The account was sold to Credit Corp on May 16, 2022, pursuant to an unqualified Bill of Sale and Assignment. *See*, Exhibit C to Declaration of William Wang. The Courts have held that in the case of an unqualified assignment of a contract, all rights and remedies under the contract transfer to the assignee. *National R. Co. v. Metropolitan T. Co.*, 17 Cal.2d 827 (Cal. 1941). *National R. Co. v. Metropolitan T. Co.*, 17 Cal.2d 827, at 832-833, states:

> [4] In determining what rights or interests pass under an assignment,4 the intention of the parties as manifested in the instrument is controlling. (See cases cited in 5 C.J. 949.) [5] An unqualified assignment of a contract or chose in action, however, with no indication of the intent of the parties, vests in the assignee the assigned contract or chose and all rights and remedies incidental thereto. (See cases cited in 3 Cal. Jur. 277.) These incidental rights include certain ancillary causes of action arising out of the subject of the assignment and accruing before the assignment is made.

National R. Co. v. Metropolitan T. Co., 17 Cal.2d 827 at 832-833.

In this case, the assignment of the account was an unqualified assignment, and thus all rights and remedies under the contract transferred to Credit Corp, including the right to elect arbitration pursuant to the Contract terms.

C. The Court Must Order Arbitration Under the Agreement.

Cal. Code Civ. Proc. § 1281.2 states, in part:

> On petition of a party to an arbitration agreement alleging the existence of a written agreement to arbitrate a controversy and that a party to the agreement refuses to arbitrate that controversy, the court shall order the petitioner and the respondent to arbitrate the controversy if it determines that an agreement to arbitrate the controversy exists…

Code Civ. Proc. § 1281.2.

On petition of a party to an arbitration agreement alleging the existence of a written agreement to arbitrate a controversy, and where a party thereto refuses to arbitrate the controversy, the Court shall order the parties to arbitrate if it determines that such an agreement exists. The

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only excepts would be where the right to compel arbitration has been waived, where there are grounds for rescinding the agreement, in certain actions involving health care providers, where a party to the arbitration agreement is a party to a pending court action or special proceeding with a third party arising out of the same or series of related transactions, or where there is a possibility of conflicting rulings on a common issue of law or fact. *Code Civ. Proc. § 1281.2*.

None of the foregoing exceptions applies in the instant action. In this action, the Paypal Credit Account Agreement included an Arbitration Agreement. *See,* Paypal Credit Account Agreement. This Arbitration Agreement provides that the credit account holder will agree to resolve any disputes through binding arbitration rather than through a judge or a jury. This clause clarifies that arbitration is private but will apply the same law, consistent with the Federal Arbitration Act (FAA) but "may use different procedural rules. The arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court." The clause clarifies that claims filed in small claims court are not subject to arbitration. *See,* Paypal Credit Account Agreement.

This case was filed by Credit Corp in limited civil. Therefore, the arbitration agreement is binding. None of the exceptions to the enforceability of an arbitration agreement as outlined in Code Civ. Proc. § 1281.2 apply. The right to compel arbitration has not been waived by Plaintiff. There are no grounds for rescinding the agreement. There is no court action arising out of the same or series of related transactions. There is no possibility of conflicting ruling on a common issue of law or fact. For this reason, Credit Corp is entitled to have the court order arbitration in this pending action.

D. Granting Arbitration Will Not Prejudice Defendant

Granting the motion to compel arbitration will not prejudice Defendant. The current trial date is set to April 22, 2026. There is a pending motion hearing currently set for February 4, 2026 regarding Defendant's Motion for Leave to File Cross-Complaint. If Defendant's proposed motion is granted, the trial date will necessarily be continued to a later date.

Moreover, no discovery has been conducted with respect to Defendant's proposed cross-

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complaint. As such, compelling arbitration at this stage will not result in duplication of effort, unnecessary expense, or delay. To the contrary, arbitration will provide an efficient and appropriate forum for the resolution of the parties' dispute consistent with the parties' agreement. Because the proceedings remain at a preliminary stage and Defendant has not expended substantial resources litigating the proposed cross-claims in court, Defendant will suffer no prejudice if this matter is submitted to arbitration.

E. Venue Is Appropriate.

Cal. Code Civ. Proc. § 1292 states that "[a]ny petition made prior to the commencement of arbitration shall be filed in a court having jurisdiction in the county where the agreement is to be performed or was made.

In this action, this Court is the appropriate venue for this Motion because the defendant's zip code of defendant's residence is within Los Angeles County.

F. Proving Existence of Agreement to Arbitrate.

When a petition to compel arbitration is filed and accompanied by prima facie evidence of a written agreement to arbitrate the controversy, the court itself must decide whether the agreement exists, and if any defense to its enforcement is raised, whether the agreement is enforceable. Because 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. If the party opposing the petition raises a defense to its enforcement, that party bears the burden of proving by a preponderance of the evidence, any fact necessary to the defense. *see Code Civ. Proc.§ 1281.2(a), (b)*; *Casa Del Caffe Vergnano S.P.A. v. Italflavors, LLC (9th Cir. 2016) 816 F.3d 1208, 1210*; *Engalla v. Permanente Med. Grp., Inc. (1997) 15 Cal. 4th 951, 972, 64 Cal. Rptr. 2d 843, 938 P.2d 903*; *Rosenthal v. Great W. Fin. Secs. Corp. (1996) 14 Cal. 4th 394, 413, 58 Cal. Rptr. 2d 875, 926 P.2d 1061*; *Hotels Nev. v. L.A. Pac. Ctr., Inc. (2006) 144 Cal. App. 4th 754, 758, 761, 50 Cal. Rptr. 3d 700*.

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

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agreed by signing the agreement and using the credit account by making purchases and payments. Consideration was an exchange of a line of credit for a promise to pay. The opposing party cannot meet its burden of proof, because the evidence shows that the agreement is valid and enforceable. *See,* Paypal Credit Account Agreement, Exhibit B to Declaration of William Wang.

G. The Claim Is Within the Scope of Issues That the Agreement Subjects to Arbitration.

Arbitration should be compelled unless it can be said with assurance that the arbitration clause is not susceptible to an interpretation covering the asserted dispute *Salgado v. Carrows Rests., Inc. (2019) 33 Cal. App. 5th 356, 360, 244 Cal. Rptr. 3d 849*; *Cruise v. Kroger Co. (2015) 233 Cal. App. 4th 390, 397, 183 Cal. Rptr. 3d 17.*The scope of the matter to be decided by the arbitrator is delineated by the parties' agreement *Brinkley v. Monterey Fin. Servs., Inc. (2015) 242 Cal. App. 4th 314, 329–334*; *City of L. A. v. Superior Court (2013) 56 Cal. 4th 1086, 1095, 158 Cal. Rptr. 3d 1, 302 P.3d 194*; *Elijahjuan v. Superior Court (2012) 210 Cal. App. 4th 15, 20, 147 Cal. Rptr. 3d 857*; *Serv. Emps. Int'l Union, Local 1021 v. Cnty. of San Joaquin (2011) 202 Cal. App. 4th 449, 456, 462, 135 Cal. Rptr. 3d 844*) Any doubts concerning the scope of arbitrable issues will be resolved in favor of arbitration *Ramos v. Superior Court (2018) 28 Cal. App. 5th 1042, 1051, 239 Cal. Rptr. 3d 679*; *Khalatian v. Prime Time Shuttle, Inc. (2015) 237 Cal. App. 4th 651, 658, 188 Cal. Rptr. 3d 113*. The wording of the arbitration clause renders the scope of the clause broad *Salgado v. Carrows Rests., Inc. (2019) 33 Cal. App. 5th 356, 361, 244 Cal. Rptr. 3d 849*. The presumption favoring arbitration is particularly applicable where the arbitration clause is broad *ATT Technologies, Inc. v. Communications Workers of America (1986) 475 U.S. 643, 650, 106 S. Ct. 1415, 89 L. Ed. 2d 648, 657*; *Salgado v. Carrows Rests., Inc. (2019) 33 Cal. App. 5th 356, 361, 244 Cal. Rptr. 3d 849.*

The dispute between the parties is within the scope of the arbitration provision. All claims outside of small claims court shall be subject to mandatory arbitration if either side invokes the arbitration clause. *See,* PayPal Credit Account Agreement, Exhibit B to Declaration of William Wang.

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IV. CONCLUSION

There is a valid written agreement between Credit Corp and Defendant that includes an arbitration provision, and this Court is the proper venue for this Motion. Pursuant to Cal. Code Civ. Proc. § 1281.2 the Court should grant Credit Corp's Motion to Compel Arbitration of this action, including the proposed Cross-complaint. Further, pursuant to Cal. Code Civ. Proc. § 1281.4, the entirety of this action, including the proposed Cross-complaint, should be stayed pending a determination in the arbitration.

WHEREFORE, Credit Corp respectfully requests that this Court compel arbitration of this action in its entirety, including the Cross-complaint, and stay the entire action pending a determination in the arbitration.

Dated: January 27, 2026

Respectfully submitted,
PATENAUDE & FELIX, A.P.C.

By:_____
William Wang, Esq.
Attorneys for Plaintiff
CREDIT CORP SOLUTIONS INC.

Make a Reservation

CREDIT CORP SOLUTIONS, INC. vs LISA NEVILLE

Case Number: 25CHLC17110 Case Type: Civil Limited Category: Collections Case - Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1,2014)
Date Filed: 2025-04-16 Location: San Fernando Courthouse - Department K

Reservation

Case Name: CREDIT CORP SOLUTIONS, INC. vs LISA NEVILLE	Case Number: 25CHLC17110
Type: Motion to Compel Arbitration	Status: RESERVED
Filing Party: CREDIT CORP SOLUTIONS, INC. (Plaintiff)	Location: San Fernando Courthouse - Department K
Date/Time: 05/29/2026 8:30 AM	Number of Motions: 1
Reservation ID: 016977318504	Confirmation Code: CR-CUQNI4GN3HA3MJGPZ

Fees

Description	Fee	Qty	Amount
Motion to Compel Arbitration	0.00	1	0.00
TOTAL			**$0.00**

Payment

Amount: $0.00	Type: NOFEE
Account Number: n/a	Authorization: n/a
Payment Date: n/a	

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