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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, SAN FERNANDO DIVISION

CREDIT CORP SOLUTIONS, INC., Plaintiff, vs. LISA NEVILLE, And DOES 1 through 15, inclusive, Defendants.	CASE NO.: 25CHLC17110 **PLAINTIFFS CREDIT CORP SOLUTIONS INC.'S REPLY IN SUPPORT OF ITS MOTION TO COMPEL ARBITRATION AND STAY THE PROCEEDINGS AND INCORPORATED MEMORANDUM OF POINTS AND AUTHORITIES** Date: May 29, 2026 Time: 8:30 am Department: K Reservation ID: 016977318504

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUTION

The recovery associated with a delinquent credit card account is the crux of the issues raised in the above captioned lawsuit. All of the claims (and proposed claims) belong in arbitration.

Defendant opened a PayPal Credit Account with Synchrony Bank subject to terms and conditions ("T&Cs") and by opening and using her account, repeatedly agreed to the T&Cs and explicitly agreed to arbitrate disputes arising out of the PayPal Credit Account. To the extent that Defendant disputes the T&Cs as a whole, an arbitrator should decide those issues based upon the arbitration agreement; however, all of the claims raised by the parties fall within the explicitly defined scope of the arbitration agreement.

The Court should therefore compel the parties to arbitrate their respective claims and stay this action pending completion of the arbitration.

II. FACTUAL BACKGROUND

A. Defendant Agreed to Arbitrate Disputes with Synchrony Bank

Defendant opened a PayPal Credit Account with Synchrony Bank on or around March 3, 2021 (the "account"). (Declaration of Julia Anderson ("Anderson Decl.") ¶). Throughout the life of the account, Defendant regularly used the credit account to make various purchases. (*Id*. ¶ 5). In connection with those transactions, Defendant entered into a written agreement to resolve any disputes arising out of the account in arbitration. (*Id*. ¶ 4, Ex. A ("This Arbitration section broadly covers claims based upon contract, tort, consumer rights, fraud and other intentional torts, negligence, constitution, statute, regulation, ordinance, common law and equity and claims for money damages and injunctive or declaratory relief, even if they arose before this section took effect."). The T&Cs included an arbitration agreement as set forth below:

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 (including any other user of your account), and us (including our parents, affiliates, agents, employees, officers, and assignees, and PayPal, Inc. and its affiliates) that directly or indirectly arises from or relates to your account, your account Agreement or our relationship, except as noted below. In addition, 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 (notwithstanding any state law to the contrary). (Anderson Decl. ¶ 4, Ex. A (emphasis in original)).

B. Defendant Agreed to Arbitrate Disputes with Plaintiff

Defendant opened her PayPal Credit Account from Synchrony Bank on or around March 3, 2021, subject to the T&Cs associated with the account. (Anderson Decl. ¶ 4). After opening the account, Defendant continued to regularly use her PayPal Credit Account and by doing so, consented to the T&Cs and incorporated Arbitration agreement. (*Id*. ¶ 5). The Arbitration agreement specifically applies to assignees of Synchrony Bank and requires arbitration of claims related to "the collection of amounts due by [Synchrony's] assignees...and the manner of collection." (*Id*. ¶ 5, Ex. A). Insofar as this lawsuit is based upon the collection of amounts due on the PayPal Credit Account issued by Synchrony Bank, the entirety of the claims raised by Plaintiff, as well as the proposed claims set forth by Defendant, fall squarely within the ambit of the Arbitration agreement to which Defendant agreed. (*Id*.)

C. Plaintiff is the Assignee of the Arbitration Agreement between Defendant and Synchrony Bank

The last payment made towards the account was dated September 30, 2021. (Anderson Decl. ¶ 6). Shortly thereafter, the account was charged off and assigned to Plaintiff pursuant to a Forward Flow Accounts Purchase Agreement between Plaintiff and Synchrony Bank. (*Id*. ¶ 6, Ex. D). An affidavit of sale was executed by Synchrony Bank to memorialize the sale of the account to Plaintiff. (*Id*. ¶ 6, Ex. C). When Synchrony Bank assigned the account to Plaintiff, it also assigned the Arbitration Agreement within the T&Cs associated with the account. (*Id*. ¶ 6, Ex. D ("[Synchrony Bank] hereby transfers, sells, conveys, grants, and delivers to [Plaintiff] . . . to the extent of its

ownership, the [a]ccount….")). Because Plaintiff is an assignee of Synchrony Bank, it is entitled to enforce the Arbitration agreement to which Defendant agreed. (*Id*. ¶ 4, Ex. A ("If either you or we make a demand for arbitration, you and we must arbitrate any dispute or claim between you . . . and us…including our…assignees….)).

III. LEGAL ARGUMENT

A. Defendant Should be Compelled to Arbitrate her Claims

"[T]he FAA 'governs arbitration agreements in contracts involving interstate commerce.'" *Hartranft v. Encore Capital Group, Inc.*, 543 F. Supp. 3d 893, 922 (S.D. Cal. 2021) (quoting *Shivkov v. Artex Risk Sols., Inc.*, 974 F.3d 1051, 1058-60 (9th Cir. 2020)). By definition, debt collection subject to federal consumer laws affects interstate commerce. *Rockridge Tr. v. Wells Fargo, N.A.*, 985 F. Supp. 2d 1110, 1136 (N.D. Cal. 2013) ("[t]he FDCPA defines the term 'debt collector' to include: (1) 'any person who uses any instrumentality of interstate commerce….") (citing 15 U.S.C. § 1692a(6))). Therefore, because this matter involves interstate commerce, the FAA applies to the Arbitration agreement at issue.

Based on the plain language of the T&Cs, Defendant also agreed that Federal Arbitration Act ("FAA") applies to the Arbitration agreement at issue:

This Arbitration section is governed by the FAA. Utah law shall apply to the extent state law is relevant under the FAA, unless otherwise stated herein.

(Anderson Decl. ¶ 4, Ex. A). Thus, Defendant's arguments that California law governs the determination of whether an arbitration agreement exists are misplaced. (*See* Def. Opp. At p. 3).

Under the FAA, written agreements to arbitrate "shall be valid, irrevocable, and enforceable, save and upon such grounds as exist at law or in equity for the revocation of any contract." 9 U.S.C. § 2. The FAA was enacted to "reverse the longstanding judicial hostility to arbitration agreements," and "to place arbitration agreements upon the same footing as other contracts." *Gilmer v. Interstate/Johnson Lane Corp.*, 500U.S. 20, 24 (1991). The purpose of the FAA was "to ensure the enforcement of arbitration agreements *according to their terms*[.]" *AT&T Mobility LLC v. Concepcion*, 563 U.S. 333, 344 (2011). As set forth by the Supreme Court, the FAA reflects both "a liberal federal policy favoring arbitration, and the fundamental principle that arbitration is a

matter of contract." *Id*. at 339. "In line with these principles, courts must place arbitration agreements on an equal footing with other contracts, and enforce them according to their terms[.]" *Id*.

Once the FAA applies, "[t]he court's role under the [FAA] is … limited to determining (1) whether a valid agreement to arbitrate exists and, if it does, (2) whether the agreement encompasses the dispute at issue." *Chiron Corp. v. Ortho Diagnostic Sys*., 207 F. 3d 1126, 1130 (9th Cir. 2000). If a valid agreement exists and encompasses the dispute at issue, the FAA "leaves no place for the exercise of discretion by [the] court, but instead mandates that…courts *shall* direct the parties to proceed to arbitration on issues as to which an arbitration agreement has been signed. *Id*. (quoting *Dean Witter Reynolds Inc. v. Byrd*, 470 U.S. 213, 221 (1985)) (emphasis in original).

As explained in further detail below, both elements are satisfied in this matter. This Court should therefore compel the parties to arbitrate their claims in accordance with the arbitration agreement.

1. Defendant Agreed to Arbitrate Disputes with Synchrony Bank

In determining whether the parties have agreed to arbitrate, the Court should "apply ordinary state-law principles that govern the formation of contracts." *First Options of Chicago, Inc. v. Kaplan*, 514 U.S. 938, 944 (1995). A court should look to "general state-law principles of contract interpretation, while giving due regard to the federal policy in favor of arbitration by resolving ambiguities as to the scope of arbitration in favor of arbitration." *Boardman v. Pac. Seafood Grp*., 822 F.3d 1011, 1018 (9th Cir. 2016). Here, the T&Cs provide that, "Utah law shall apply to the extent state law is relevant under the FAA…." (Anderson Decl. ¶ 4, Ex. A). Therefore, contrary to Defendant's analysis using California law, Utah law governs whether the parties agreed to arbitrate.[1]

"It is well established in Utah that '[i]f the language within the four corners of the contract is unambiguous, the parties' intentions are determined from the plain meaning of the contractual

[1] Because Utah law applies, Defendant's arguments related to *McGill v. Citibank, N.A.* (Def. Opp. at p. 9-10) are inapplicable. Even if California law applies (which it does not) the United States Supreme Court "has consistently held that the FAA preempts states' attempts to limit the scope of arbitration agreements or rules that preclude parties from agreeing to an individualized bilateral arbitration." *McGovern v. U.S. Bank N.A.,* 362 F. Supp. 3d 850, 857 (S.D. Cal. 2019).

language.'" *Zions Mgmt. Svs. v. Record*, 305 P. 3d 1062, 1071 (Utah 2013) (quoting *Cent. Fla. Invs., Inc. v. Parkwest Assocs.,* 40 P.3d 599 (Utah 2002)). "Utah law has long held that ignorance of a contract, failure to read a contract, or a lapse in memory regarding one's prior assent to a contract cannot provide a defense to the formation of such an agreement." *Pagano v. NordicTrack, Inc.*, 749 F. Supp. 3d 1183, 1192 (D. Utah 2024) (citing *John Call Eng'g, Inc. v. Manti City Corp.*, 743 P.2d 1205, 1208 (Utah 1987) ("A party may not sign a contract and thereafter assert ignorance or failure to read the contract as a defense.");

Singh v. Dish Network, LLC, 2019 WL 3037882, at *2, 2019 U.S. Dist. LEXIS 116205, at *6–7 (D. Utah July 11, 2019) ("[C]ourts have repeatedly held that a party's inability to remember signing contracts is insufficient to raise a material issue as to the validity of the agreements." (internal quotation marks omitted))). "[A] 'party may not sign a contract and thereafter assert ignorance or failure to read the contract as a defense.'" *Maak v. IHC Health Svs., Inc.*, 372 P.3d 64, 74 (Utah App. 2016) (quoting *John Call Eng'g, Inc. v. Manti City Corp.,* 743 P.2d 1205, 1208 (Utah 1987)). Therefore, Defendant's arguments that she "does not recall ever seeing Plaintiff's alleged arbitration agreement or signing it," (Def. Opp. At p. 4) are insufficient to overcome an otherwise valid arbitration agreement.[2]

Here, Plaintiff's records confirm Defendant agreed to arbitrate her disputes with Synchrony Bank when she opened and used her PayPal Credit Account. (Anderson Decl. ¶¶ 4, 5). As outlined above, and explained further below, the arbitration agreement was assigned to Plaintiff who has the right to enforce the arbitration agreement to the same extent as the assignor, Synchrony Bank. (*Id*. ¶ 4, Ex. A). Defendant never opted out of arbitration; rather, she further manifested her agreement to arbitrate disputes regarding her account by continuously using her account. (*Id*. ¶¶ 5, 7).

2. Plaintiff was an Intended Third-Party Beneficiary of the Agreement to Arbitrate

When Synchrony Bank assigned the account to Plaintiff, it assigned the entirety of the account "to the extent of its ownership," including the T&Cs and incorporated arbitration agreement.

[2] Even if California law applies (which it does not) to determining whether a valid contract between the parties exists, Defendant's argument that she does not recall the agreement or otherwise remember signing it is equally without merit. *See Rosenfeld v. JPMorgan Chase Bank, N.A.*, 732 F. Supp. 2d 952, 965 (N.D. Cal. 2010) (Explaining that under California law there is a "a duty to read the terms of a contract before signing".

See Smith v. Javitch Block, LLC, 2021 WL 4340805, at *3 (Ohio Ct. App. Sept. 23, 2021) ("In this case, Synchrony Bank's assignment of Smith's account to PRA was a complete assignment. According to the bill of sale, Synchrony assigned Smith's account "to the extent of its ownership . . . Once the cardholder agreement was assigned to PRA, PRA stands in Synchrony Bank's shoes retaining all the rights under the agreement as Synchrony Bank contracted to obtain.").

Because the plain language of the Arbitration agreement specifically references and incorporates Synchrony Bank's assignees, Plaintiff is an intended third-party beneficiary of the Arbitration agreement and is entitled to enforce the Arbitration agreement against Defendant. (*See* Anderson Decl. ¶ 4, Ex. A). "[U]nder certain circumstances, a nonsignatory [sic] to an arbitration agreement can enforce or be bound by an agreement between other parties." *Ellsworth v. Am. Arb. Ass'n*, 148 P.3d 983, 989 (Utah 2006). Where an "[a]rbitration agreement states that [an assignee] of the [account] is covered under the Arbitration Agreement . . . there is no basis for [an] argument that [the assignee] cannot enforce the terms of the Arbitration Agreement." *Reifenberger v. Autovest LLC*, No. 2:20-cv-571-DAK-JCB, 2021 WL 212237, at *4 (D. Utah Jan. 21, 2021).

Here, because the bill of sale in the present matter is exactly like the bill of sale in *Smith* and, the arbitration agreement was validly assigned to Plaintiff. (*See* Anderson Decl. ¶ 4, Ex. A). Further, because the plain language specifically includes Plaintiff, an assignee, as a beneficiary under the arbitration agreement, Plaintiff is entitled to enforce the arbitration agreement against Defendant.

3. Plaintiff did not Waive its Right to Arbitrate

Where an arbitration agreement contains a waiver provision, the filing of a debt collection lawsuit does not waive either party's right to later move to compel arbitration. *Reifenberger*, 2021 WL 212237 at *5 (citing *Cox v. CA Holding Inc.*, No. 1:13-cv-1754-JMS-TAB, 2015 WL631393 (S.D. Ind. Feb. 13, 2015)). The arbitration agreement in the *Reifenberger* case specifically stated that initiating litigation did not waive the right to arbitrate. *Id*. The same is true in the present matter where the arbitration agreement at issue states:

> [E]ven if all parties have opted to litigate a claim in court, 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, including modifying an individual claim to assert a class, representative or multi-party claim. Arbitration may be requested at any time, even where there is a pending lawsuit, unless a trial has begun, or a final judgment entered.

(Anderson Decl. ¶ 4, Ex. A). Therefore, it is clear that the filing of the initial debt collection lawsuit did *not* waive Plaintiff's right to later seek arbitration. *See Reifenberger, supra*; *see also Midland Funding, LLC v. Briesmeister*, 640 S.W. 3d 672, 690 (Ark. Ct. App. 2022) (finding prior collection lawsuit did not waive right to arbitrate); *Morrison v. Midland Funding, LLC*, No. 20-cv-6468-FPG, 2021 WL 2529618, at *4 (W.D.N.Y. Jun. 21, 2021) (same).

4. This Dispute Falls within the Scope of the Arbitration Provision

The FAA reflects a "liberal federal policy favoring arbitration agreements," and "any doubts concerning the scope of arbitrable issues should be resolved in favor of arbitration." *Moses H. Cone Mem'l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 24 (1983). "[I]t is the language of the contract that defines the scope of disputes subject to arbitration," *Perez v. DirecTV Grp. Holdings, LLC*, 251 F. Supp. 3d 1328, 1342 (C.D. Cal. 2017), and "the party resisting arbitration bears the burden of proving that the claims at issue are unsuitable for arbitration." *Chelsea Morgan Sec., Inc. v. Rappaport*, 3 F. Supp. 3d 791, 792 (C.D. Cal. 2014) (quoting *Green Tree Fin. Corp.-Alabama v. Randolph*, 531 U.S. 79, 91 (2000)). The Ninth Circuit recognizes arbitration clauses encompassing "[a]ny dispute, controversy, or claim" reach "broad and far" in scope, *Chiron Corp.*, 207 F.3d at 1131, and parties "routinely use[]" such clauses "to secure the broadest possible arbitration coverage." *Britton v. Co-op Banking Grp.*, 4 F.3d 742, 745 (9th Cir. 1993).

The arbitration provision in the arbitration agreement at issue broadly defines the types of claims subject to arbitration and explicitly states:

> This Arbitration section broadly covers claims based upon contract, tort, consumer rights, fraud and other intentional torts, negligence, constitution, statute, regulation, ordinance, common law and equity and claims for money damages and injunctive or declaratory relief, even if they arose before this section took effect.
>
> Examples of claims subject to arbitration are disputes about an account transaction, fees, charges or interest, the events leading up to the Agreement (such as any disclosures, advertisements, promotions or oral or written statements, warranties or representations made by us), an

> application for or denial of credit, any product or service provided by us or third parties in connection with the Agreement, credit reporting, benefit programs related to your account including any reward program, the collection of amounts due by our assignees, service providers, or agents and the manner of collection.

(Anderson Decl. ¶ 4, Ex. A).

Here, all of the claims (and proposed claims) raised by the parties fall squarely within both the defined scope and examples set forth in the arbitration agreement. (*Id*.) Because the arbitration agreement covers the claims and this matter must be referred to arbitration.

B. The Arbitrator Must Decide Any Dispute Over Enforceability

Because a valid agreement to arbitrate exists and applies to the present dispute, the Court should grant Plaintiff's Motion to Compel Arbitration. *See Chiron Corp.*, 207 F.3d at 1131-32. All arguments that Defendant raises as to the *enforceability* of the Agreement– such as Defendant's arguments related to assignment of the account (Def. Opp. at p. 6-9) and Defendant's arguments related to waiver of injunctive relief (Def. Opp. at p. 9-10) - ***must*** be decided by the arbitrator, not the Court. (*See* Def. Opp. at p. 6-9 raising issues related to the assignment of the account as a whole).

"A delegation clause is a clause within an arbitration provision that delegates to the arbitrator gateway questions of arbitrability, such as whether the agreement covers a particular controversy or whether the arbitration provision is enforceable at all." *Caremark LLC v. Chickasaw Nation*, 43 F.4th 1021, 1029 (9th Cir. 2022). Case law in the ninth circuit is clear: "gateway issues" over the validity and enforceability of arbitration provisions "can be expressly delegated to the arbitrator where the parties clearly and unmistakably [delegate arbitrability to an arbitrator]." *Brennan v. Opus Bank*, 796 F.3d 1125, 1130 (9th Cir. 2015). The "incorporation of the AAA rules constitutes 'clear and unmistakable' evidence that the contracting parties agreed to arbitrate arbitrability." *Id*. The same is true for the incorporation of a provision requiring that arbitration is administered by either AAA or JAMS. *Shierkatz Rllp v. Square, Inc.*, No. 15-cv-02202-JST, 2015 WL 9258082, at *6 (N.D. Cal. Dec. 17, 2015). "If a party does not [specifically] challenge a delegation clause "specifically," the Court 'must treat it as valid under § 2 [of the Federal Arbitration Act], and must enforce it under §§ 3 and 4, leaving any challenge to the validity of the Agreement

as a whole for the arbitrator.'" *Oliver v. First Century Bank, N.A.*, No. , 2018 WL 1426877, at *2 (S.D. Cal. Mar. 22, 2018) (quoting *Rent-A-Center, W., Inc. v. Jackson,* 561 U.S. 63, 72 (2010)).

Here, the arbitration agreement at issue specifies that either AAA or JAMS must administer the arbitration. (Anderson Decl. ¶ 4, Ex. A). Both the rules associated with AAA and the rules associated with JAMS grant the arbitrator the authority to rule on enforceability and arbitrability. (*See* Declaration of John Deagon ("Deagon Decl.) ¶¶ 2, 3, Exs. A, B). For example, the AAA's rules provide that "[t]he arbitrator shall have the power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim." (Deagon Decl., Ex. A at R-14). Similarly, the JAMS rules provide that " Jurisdictional and arbitrability disputes, including disputes over the formation, existence, validity, interpretation or scope of the agreement under which Arbitration is sought, and who are proper Parties to the Arbitration, shall be submitted to and ruled on by the Arbitrator. The Arbitrator has the authority to determine jurisdiction and arbitrability issues as a preliminary matter." (*Id*., Ex. B at R-11).

Therefore, to the extent that Defendant is raising issues of enforceability related to the Agreement as a whole, those issues must be delegated to the Arbitrator in accordance with the arbitration agreement at issue.

C. This Action Must be Stayed Pending Arbitration

The FAA provides that, once satisfied a suit should be moved into arbitration, a court "shall…stay the trial of the action." 9 U.S.C. § 3; *see also Smith v. Spizzirri*, 601 U.S. 472, 475-76 (2024) (explaining that a court must stay a case pending arbitration where a stay has been requested). Because the parties' respective claims (and proposed claims) fall within the scope of the arbitration agreement at issue, the Court must stay the action pending arbitration.

IV. CONCLUSION

Plaintiff respectfully requests that this Court compel the parties' claims (and proposed claims) to arbitration and stay this case pending resolution of the arbitration.

Dated: April 20, 2026 KAUFMAN DOLOWICH LLP

By: _____

John C. Deagon III
Attorneys for Plaintiff
CREDIT CORP SOLUTIONS, INC

PROOF OF SERVICE

I am employed in Los Angeles County. My business address is 11111 Santa Monica Blvd., Suite 850, Los Angeles, CA 90025, where this mailing occurred. I am over the age of 18 years and am not a party to this case. I am readily familiar with the practices of KAUFMAN DOLOWICH LLP for collection and processing of correspondence for mailing with the United States Postal Service. Such correspondence is deposited with the United States Postal Service the same day in the ordinary course of business.

On April 20, 2026, I served the foregoing documents on the interested parties in this action entitled as follows:

PLAINTIFFS CREDIT CORP SOLUTIONS INC.'S REPLY IN SUPPORT OF ITS MOTION TO COMPEL ARBITRATION AND STAY THE PROCEEDINGS AND INCORPORATED MEMORANDUM OF POINTS AND AUTHORITIES

[X] by placing [ ] the original [X] true copies thereof enclosed in sealed envelopes addressed as follows:

SEE ATTACHED SERVICE LIST

[ ] (**BY MAIL**) I placed such envelope for collection and mailing on this date following ordinary business practices.

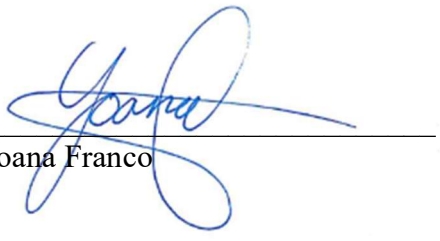
[ ] (**BY PERSONAL SERVICE**) I caused to be hand delivered such envelope to the addressee so indicated.

[X] (**BY E-MAIL ELECTRONIC TRANSMISSION**) Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the person(s) at the e-mail address(es) so indicated on the attached list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was incomplete or unsuccessful.

[ ] (**BY FEDEX**) I am "readily familiar with the firm's practice of collection and processing correspondence for mailing via Express Mail (or another method of delivery providing for overnight delivery pursuant to *C.C.P.* § 1005(b)). Under that practice, it would be deposited with the United States Postal Service or other overnight delivery carrier (in this case, FedEx) on that same day with postage thereon fully prepaid at Torrance, California in the ordinary course of business.

[X] (**STATE**) I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 20, 2026, at Los Angeles, California.



Yoana Franco

SERVICE LIST

Credit Corp Solutions, Inc. vs. Lisa Neville
LASC, Case No. 25CHLC17110

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