

CALIFORNIA COURT OF APPEAL, SECOND APPELLATE DISTRICT,
DIVISION EIGHT

Tuufuli v. West Coast Dental Administrative Services, LLC

Tuufuli · No. B338584 · Decided January 13, 2026

SUMMARY

The California Court of Appeal affirmed an order compelling arbitration of Sinedou S. Tuufuli’s individual employment claims against West Coast Dental Administrative Services, LLC and dismissing her class claims. The court held that the Federal Arbitration Act governed the arbitration agreement because the parties expressly agreed that it would apply, without deciding whether the underlying employment transaction independently involved interstate commerce.

CASE DETAILS

COURT	California Court of Appeal, Second Appellate District, Division Eight
WRITING FOR THE COURT	Justice Law; Douglas Han; Shunt Tatavos-Gharajeh; William Wilkinson; Viramontes, J.; Stratton, P. J.; Uzcategui, J.
JURISDICTION	California Court of Appeal, Second Appellate District, Division Eight
DECIDED	January 13, 2026
DOCKET	B338584
DISPOSITION	affirmed
PROCEDURAL POSTURE	Plaintiff appealed from an order granting defendant's motion to compel arbitration of her individual claims and dismissing her class claims.
STANDARD OF REVIEW	The court reviews disputed factual determinations for substantial evidence and reviews the arbitrability decision de novo when no disputed extrinsic evidence was considered by the trial court.
PRECEDENTIAL VALUE	Published and certified for publication.
PARTIES	Sinedou S. Tuufuli v. West Coast Dental Administrative Services, LLC

TOPICS

- employment arbitration
- arbitration
- appellate procedure
- contracts
- civil procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the parties' arbitration agreement could be governed by the Federal Arbitration Act because the agreement expressly stated that the FAA governed it, even apart from a determination that the underlying transaction involved interstate commerce.
2. Whether the trial court properly compelled arbitration of Tuufuli's individual claims and dismissed her class claims under the arbitration agreement.

HOLDINGS

1. Parties may voluntarily elect to have the Federal Arbitration Act govern enforcement of their arbitration agreement, and an express provision stating that the agreement is governed by the FAA is sufficient to establish that contractual choice.
2. The order compelling arbitration of Tuufuli's individual claims and dismissing her class claims was proper under the parties' arbitration agreement.

KEY QUOTATIONS

“the presence of interstate commerce is not the only manner under which the FAA may apply. . . . the parties may also voluntarily elect to have the FAA govern enforcement of [an arbitration agreement].” (at 6)

“Had Congress intended to exempt the FAA from applying to such contracts, it could have said as much in section 2.” (at 8)

FACTUAL BACKGROUND

West Coast Dental hired Tuufuli as a collector and customer service representative in 2017, and she electronically signed an arbitration agreement covering employment-related disputes. The agreement stated that it would be governed by the Federal Arbitration Act and prohibited class, collective, and representative proceedings. Tuufuli later filed individual and class claims concerning alleged Labor Code and Business and Professions Code violations, while West Coast Dental presented evidence that it was a Delaware corporation, had operated offices in Washington, and sourced materials from outside California.

PROCEDURAL HISTORY

Tuufuli filed a complaint asserting eight individual and class claims under various provisions of the California Labor Code and Business and Professions Code. The Los Angeles County Superior Court found that the parties had entered into a valid arbitration agreement, concluded that the Federal Arbitration Act governed the agreement, compelled arbitration of Tuufuli's individual claims, and dismissed her class claims. The Court of Appeal affirmed.

DISPOSITION

affirmed

CASES CITED

- Pinnacle Museum Tower Assn. v. Pinnacle Market Development (US), LLC, 55 Cal.4th 223, 235 (2012)
- Evenskaas v. California Transit, Inc., 81 Cal.App.5th 285, 291-292 (2022)
- Allied-Bruce Terminix Cos. v. Dobson, 513 U.S. 265, 273-274, 277-281 (1995)
- Scott v. Yoho, 248 Cal.App.4th 392, 401 (2016)
- Shepard v. Edward Mackay Enterprises, Inc., 148 Cal.App.4th 1092, 1097 (2007)
- Lane v. Francis Capital Management LLC, 224 Cal.App.4th 676, 683 (2014)
- Victrola 89, LLC v. Jaman Properties 8 LLC, 46 Cal.App.5th 337, 355 (2020)
- Barrera v. Apple American Group LLC, 95 Cal.App.5th 63, 76 (2023)
- Volt Information Sciences, Inc. v. Board of Trustees of Leland Stanford Junior University, 489 U.S. 468, 479 (1989)
- Santa Clara County Local Transportation Authority v. Guardino, 11 Cal.4th 220, 243 (1995)
- Garrido v. Air Liquide Industrial U.S. LP, 241 Cal.App.4th 833, 839-840 (2015)

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