

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF VENTURA**

**Tentative Ruling**

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**2025CUOE038599: DULCE SOFIA GONZALEZ FLORES vs DIVERSIFIED  
RESTAURANT GROUP, LLC., et al.**

**04/30/2025 in Department 20**

**DEFENDANTS' MOTION TO COMPEL ARBITRATION AND DISMISS,  
OR IN THE ALTERNATIVE, STAY PROCEEDING**

The morning calendar in courtroom 20 will normally begin at 8:30 a.m. Please arrive for your hearing no later than 8:20 a.m. The door will be opened before the calendar is called.

The Court allows appearances by CourtCall and Zoom. If appearing by CourtCall, call in no later than 8:20 a.m. If you wish to appear by CourtCall, you must make arrangements with CourtCall by 4:00 p.m. the court day before your scheduled hearing. Requests for approval of a CourtCall appearance made on the morning of the hearing will not be granted. No exceptions will be made.

For Zoom appearances, all counsel appearing by Zoom must email the court at [Courtroom20@ventura.courts.ca.gov](mailto:Courtroom20@ventura.courts.ca.gov) with a simultaneous copy to all other counsel/self-represented parties no later than 3:00 p.m. the court day before the hearing. INCLUDE THE PHRASE "ZOOM APPEARANCE ON (DATE OF HEARING)" IN THE SUBJECT LINE OF YOUR EMAIL. The email must identify the person who will make the appearance. You will receive the login information for your appearance in reply to your email. If appearing by Zoom, log into the hearing no later than 8:20 a.m. The Court will transfer you to the meeting room when the calendar begins. When you log in to Zoom, be sure that your name and the case name are used as your Zoom name. IF YOU DO NOT FOLLOW ALL OF THESE INSTRUCTIONS, YOU WILL NOT BE PERMITTED TO APPEAR BY ZOOM AT THE HEARING.

With respect to the tentative ruling below, no notice of intent to appear is required. If you wish to submit on the tentative ruling you may email [Courtroom20@ventura.courts.ca.gov](mailto:Courtroom20@ventura.courts.ca.gov) with all counsel copied on the email. Do not call in lieu of sending an email. If you submit on the tentative without appearing and the opposing party appears, the hearing will be conducted in your absence. If you are the moving party and do not advise the Court that you submit on the tentative, or you do not appear at the hearing, the Court may deny your motion irrespective of the tentative.

Unless stated otherwise at the hearing, if a formal order is required but not signed at the hearing, the prevailing party shall prepare a proposed order and comply with CRC 3.1312 subdivisions (a), (b), (d), and (e). The signed order shall be served on all parties and a proof of service filed with the court. A "notice of ruling" in lieu of this procedure is not authorized.

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**Motion:** Defendants' Motion to Compel Arbitration and Dismiss, or in the Alternative, Stay Proceeding

**Tentative:** The motion by Defendants Diversified Restaurant Group, LLC ("DRG") and Angel City Bell, LLC ("Angel City Bell") collectively ("Defendants") to compel arbitration and dismiss, or in the alternative, stay proceedings is DENIED. Plaintiff has timely disaffirmed the arbitration

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agreement she signed while a minor as provided for by Family Code section 6710. (*Coughenour v. Del Taco, LLC* (2020) 57 Cal.App.5th 740.)

The Court orders Exhibits A and B to the Declaration of Dulce Sofia Gonzalez Flores removed from the public website and a sealed copy filed with the court. (Cal. Rules of Court, rule 2.256 (a)(1).)

Notice to be provided by counsel for Defendants.

**Analysis:**

This class action and representative PAGA action arises from Plaintiff Dulce Sofia Gonzalez Flores' former employment with Defendants. Plaintiff, worked for Defendants from May 2023 through April of 2024 in the hourly, non-exempt position of "crew member" at Defendants' restaurant, Taco Bell. She was a minor for the entire period of employment. (Flores Dec., ¶ 3.)

Defendants contend that in May 2023, prior to her employment, Plaintiff electronically executed an Arbitration Agreement wherein she agreed to submit claims arising from her employment to binding arbitration. The arbitration agreement has not been submitted to the Court for review.

Regardless, Plaintiff has established through her declaration and the exhibits attached thereto, that she was a minor at the time she allegedly signed the agreement and that pursuant to Family Code Section 6710, she has timely disaffirmed the agreement by filing this lawsuit on February 19, 2025, thirteen days after she turned eighteen. As such, there is no agreement to arbitrate between Plaintiff and Defendants.

In *Coughenour v. Del Taco, LLC* (2020) 57 Cal.App.5th 740, Plaintiff began working for Defendant Del Taco, LLC when she was 16 years old. She signed a "Mutual Agreement to Arbitrate." After Plaintiff reached the age of 18, she continued working for Del Taco for four months. She then quit and filed a lawsuit against Del Taco for sexual harassment, wage and hour claims, and other claims under the FEHA. Del Taco filed a motion to compel arbitration, which the trial court denied on the ground that Plaintiff's filing of the lawsuit was a disaffirmance of the arbitration agreement. The appellate court affirmed the trial court's decision, stating:

"Here, Coughenour worked for almost two years for Del Taco until she reached the age of 18. After she reached majority age, she quit her position after four months and filed her lawsuit within four months of quitting. The filing of the lawsuit was notice that she disaffirmed the Agreement. [Citation]. The trial court did not abuse its discretion by concluding that Coughenour disaffirmed the Agreement within a reasonable time." (*Coughenour v. Del Taco, LLC, supra*, 57 Cal.App.5th 740, 750.)

Pursuant to Family Code section 6710, Plaintiff Flores may disaffirm and has disaffirmed the arbitration agreement by her filing of the within action. The disaffirmance was made within a reasonable time, i.e., thirteen days after she turned eighteen years of age. As such, the Court finds that there is no valid and enforceable arbitration agreement between the parties. (See, *Engalla v. Permanente Medical Group, Inc.* (1997) 15 Cal.4th 951, 972.)