

Affirm and Opinion Filed October 15, 2026



**In The
Court of Appeals
Fifth District of Texas at Dallas**

No. 05-26-00093-CV

**WHATABURGER RESTAURANTS, LLC
AND ASHRAF UZZAMAN, Appellants
V.
GRACE GARCIA, Appellee**

**On Appeal from the 298th Judicial District Court
Dallas County, Texas
Trial Court Cause No. DC-25-20556**

OPINION

Before Justices Miskel, Breedlove, and Jackson
Opinion by Justice Breedlove

Whataburger Restaurants, LLC and Ashraf Uzzaman appeal the trial court's order denying their motion to compel arbitration of Grace Garcia's claims against them for sexual assault, hostile work environment, retaliation, assault and battery, intentional infliction of emotional distress, negligent hiring and supervision, and gross negligence. In four issues, Whataburger and Uzzaman contend the trial court abused its discretion by denying their motion because there was a valid and enforceable arbitration agreement between Whataburger and Garcia. We conclude that Garcia properly invoked the protections of the Ending Forced Arbitration of

Sexual Assault and Sexual Harassment Act of 2021, 9 U.S.C. §§ 401–02 (EFAA), rendering her pre-dispute agreement to arbitrate unenforceable. Accordingly, we affirm the trial court’s order.

BACKGROUND

Garcia was formerly employed at Whataburger. She signed an arbitration agreement during her electronic onboarding.

In her operative pleading, Garcia alleged that during her employment, she “reported to and interacted with several members of Whataburger’s management, including Ashraf Uzzaman, who served as the Operating Partner at the time.” She alleged that Uzzaman “exercised supervisory authority over [Garcia’s] workplace, scheduling, and daily operations.” As we detail below, Garcia pleaded that during the course of her employment, Uzzaman engaged in unwanted, unwelcome, and non-consensual sexual contact with her at the workplace.

Based on these allegations, Garcia pleaded claims for sexual assault and hostile work environment in violation of Texas Labor Code § 21.051 (Count 1, against Whataburger); retaliation in violation of Texas Labor Code § 21.055 (Count 2, against Whataburger); assault and battery (Count 3, against Uzzaman); intentional infliction of emotional distress (Count 4, against Uzzaman); negligent hiring, retention, and supervision (Count 5, against Whataburger); and gross negligence (Count 6, against Whataburger).

Whataburger and Uzzaman answered and moved to compel arbitration, relying on the agreement Garcia electronically signed during onboarding. They provided evidence of Whataburger's onboarding procedures and argued that because Garcia electronically signed an arbitration agreement, she was required to arbitrate her claims. Whataburger's "Texas Arbitration Agreement" provided for "mandatory" arbitration of "any legally recognized claim or dispute arising out of or related to his/her employment," including "claims of discrimination" and "sexual harassment." The agreement also provided that the Federal Arbitration Act (FAA)¹ "shall apply to and govern any matter submitted to arbitration pursuant to this Agreement."

Garcia did not dispute the existence of the agreement to arbitrate. Rather, Garcia responded that she was not required to arbitrate her claims because her claims for sexual assault were exempt from forced arbitration by the EFAA. She argued that she also asserted a claim for assault and battery based on Uzzaman's "intentional and knowing non-consensual physical contact of a sexual and offensive nature, as well as claims for Intentional Infliction of Emotional Distress arising from the same conduct." Garcia concluded that her allegations "constitute sexual assault, not merely workplace harassment or inappropriate conduct," and that therefore, her

¹ 9 U.S.C.A. §§ 1-402.

claims “fall squarely within the scope of the [EFAA], which prohibits enforcement of pre-dispute arbitration agreements relating to such disputes.”

Whataburger and Uzzaman filed a reply in support of their motion to compel arbitration, arguing that the EFAA does not apply to Garcia’s claims. Although they did not dispute the EFAA’s application in cases involving “sexual assault” or “sexual harassment,” as those terms are defined by federal statute, they argued that Garcia’s allegations did not fall within those “relatively narrow definitions.” They contended that “[m]ere verbal and/or physical contact does not qualify as a nonconsensual sexual act or sexual conduct” as defined by statute. In the alternative, Whataburger and Uzzaman argued that even if some of Garcia’s causes of action fell within the EFAA, Garcia was required to arbitrate the claims that did not.

Garcia then filed an amended response to Whataburger and Uzzaman’s motion to compel arbitration. Garcia attached a copy of her sworn “Charge of Discrimination” filed with the Texas Workforce Commission Civil Rights Division. As we discuss below, Garcia’s charge included further details of Uzzaman’s sexual assaults and sexual harassment.

The trial court heard Whataburger and Uzzaman’s motion to compel arbitration and stay proceedings and denied it. The trial court’s order provides:

The Court finds that Plaintiff alleges conduct constituting sexual assault, and that the arbitration agreement relied upon by Defendants is a pre-dispute arbitration agreement executed prior to the alleged conduct. Under 9 U.S.C. § 402, a person alleging sexual assault may

elect to invalidate a pre-dispute arbitration agreement with respect to that dispute. Plaintiff has elected to proceed in court.

Accordingly, the Court concludes that Defendants are not entitled to compel arbitration of Plaintiff's sexual assault claims.

The trial court denied the motion to compel arbitration and stay proceedings "in its entirety." This appeal followed.

ISSUES

In four issues, Whataburger and Uzzaman contend the trial court erred by denying their motion to compel arbitration because (1) there was a valid arbitration agreement between Garcia and Whataburger that encompassed all of Garcia's claims; (2) Garcia failed to meet her burden to establish that the arbitration agreement was unenforceable; (3) the trial court abused its discretion by denying the motion; and (4) the trial court proceeding must be stayed pending arbitration.

STANDARDS OF REVIEW

"A party attempting to compel arbitration must first establish that the dispute in question falls within the scope of a valid arbitration agreement." *J.M. Davidson, Inc. v. Webster*, 128 S.W.3d 223, 227 (Tex. 2003). "If the other party resists arbitration, the trial court must determine whether a valid agreement to arbitrate exists. *Id.* "The trial court's determination of the arbitration agreement's validity is a legal question subject to de novo review." *Id.* Accordingly, we review de novo whether an enforceable agreement to arbitrate exists. *Id.*; *Emery v. Hilltop Secs.*,

Inc., No. 05-18-00697-CV, 2019 WL 4010775, at *3 (Tex. App.—Dallas Aug. 26, 2019, no pet.) (mem. op.).

“We review a trial court’s order denying a motion to compel arbitration for abuse of discretion.” *Aerotek, Inc. v. Boyd*, 624 S.W.3d 199, 204 n.19 (Tex. 2021) (internal quotation omitted). “We defer to the trial court’s factual determinations if they are supported by evidence but review its legal determinations de novo.” *Id.* (internal quotation omitted).

When reviewing a claim brought under a federal statute, appellate courts apply federal substantive law and state procedural law. *Tex. A&M Univ. Dep’t of Transp. v. Reeves*, 708 S.W.3d 312, 319 (Tex. App.—15th Dist. 2025, no pet.) (applying rule in suit by employee alleging violations of Texas Whistleblower Act and Title VII of the federal Civil Rights Act); *see also Erving v. U.S. Dep’t of Hous. & Urban Dev.*, No. 05-22-00175-CV, 2023 WL 4557625, at *4 (Tex. App.—Dallas July 17, 2023, no pet.) (mem. op.) (applying rule in claim arising under federal housing law). As we discuss below, we apply Texas notice-pleading principles while looking to federal law for substantive definitions of words used by Congress in the federal statute.

“Statutory construction is a legal question that we review de novo, ascertaining and giving effect to the Legislature’s intent as expressed by the plain and common meaning of the statute’s words.” *F.F.P. Operating Partners, L.P. v.*

Duenez, 237 S.W.3d 680, 683 (Tex. 2007). As the court explained in *State v. Shumake*, 199 S.W.3d 279, 284 (Tex. 2006):

When construing a statute, we begin with its language. Our primary objective is to determine the Legislature’s intent which, when possible, we discern from the plain meaning of the words chosen. If the statute is clear and unambiguous, we must apply its words according to their common meaning without resort to rules of construction or extrinsic aids. We may consider other matters in ascertaining legislative intent, including the objective of the law, its history, and the consequences of a particular construction.

Id. (citations omitted).

THE FAA AND THE EFAA

The arbitration agreement provides that “[t]he Federal Arbitration Act shall apply to and govern any matter submitted to arbitration pursuant to this Agreement.” Garcia contends, however, that the trial court’s order must be affirmed because her claims fall within the EFAA. The EFAA is a recently enacted exemption from arbitration for sexual assault and sexual harassment claims. Although “[c]ourts have consistently recognized a national policy favoring arbitration,” “the FAA’s mandates in support of its liberal federal policy favoring arbitration agreements may be overridden by a contrary congressional command.” *Delirium TV, LLC v. Dang*, 714 S.W.3d 640, 644–45 (Tex. App.—Houston [1st Dist.] 2024, pet. denied) (internal quotation marks and citations omitted).

The EFAA provides that:

Notwithstanding any other provision of this title, at the election of the person alleging conduct constituting a sexual harassment dispute or sexual assault dispute, . . . no predispute arbitration agreement . . . shall

be valid or enforceable with respect to a case which is filed under Federal, Tribal, or State law and relates to the sexual assault dispute or the sexual harassment dispute.

EFAA § 402(a). The EFAA applies to any dispute or claim that arises on or after the date of the EFAA’s enactment and does not have retroactive effect. *Dang*, 714 S.W.3d at 645 (citing *Johnson v. Everyrealm, Inc.*, 657 F. Supp. 3d 535, 550 (S.D.N.Y. 2023), and noting that the EFAA was enacted on March 3, 2022).

Under the EFAA, a “sexual assault dispute” means “a dispute involving a nonconsensual sexual act or sexual contact, as such terms are defined in section 2246 of title 18 or similar applicable Tribal or State law, including when the victim lacks capacity to consent.” EFAA § 401(3). Whether the EFAA applies to a dispute is a question of law for the courts, rather than for an arbitrator. *Id.* § 402(b).

Because the EFAA makes pre-dispute arbitration agreements unenforceable “with respect to a case,” (EFAA § 402(a)), the EFAA bars a motion to arbitrate any claim within that case. *Bruce v. Adams & Reese, LLP*, 168 F.4th 367, 381–82 (6th Cir. 2026); *see also Rix v. Polsinelli PC*, No. 23-03062, 2025 WL 2674767, at *7 (D.D.C. Sept. 18, 2025) (mem. op.) (“Courts in other jurisdictions have generally read the text of this provision to mean what it says—when a plaintiff alleges conduct that relates to a sexual assault or sexual harassment dispute, any predispute arbitration clause is rendered unenforceable as to the entire ‘case.’”) (collecting cases).

DISCUSSION

Whataburger and Uzzaman argue that Garcia signed an enforceable agreement to arbitrate disputes during the onboarding process. Garcia responds that even if she initially agreed to arbitrate disputes, all of her claims in this lawsuit “arise from or relate to the alleged sexual assault and sexual contact and therefore fall within the EFAA’s prohibition on enforcing pre-dispute arbitration agreements in such cases.” Because Garcia does not challenge the validity of the onboarding process, we need not discuss it further here. Instead, we consider whether the EFAA applies to her claims, rendering her agreement to arbitrate invalid and unenforceable. *See* EFAA § 402(a). In determining this question, we first consider the standard Garcia must meet in her pleadings and response to the motion to compel arbitration to invoke the EFAA. We then consider whether Garcia’s pleadings and responses meet this standard.

1. Specificity of Garcia’s allegations

Relying on federal case law applying the EFAA, Whataburger and Uzzaman first argue that Garcia’s pleadings are insufficient because they do not meet the “plausibility” standard of Federal Rule of Civil Procedure 12(b)(6). Under that standard, the trial court considers whether claims of sexual harassment or sexual assault have been “plausibly pled” to invoke the application of the EFAA. *See Yost v. Everyrealm, Inc.*, 657 F. Supp. 3d 563, 577 (S.D.N.Y. 2023) (applying 12(b)(6) “plausibility” standard to cases under the EFAA). Although the complaint is

construed in the light most favorable to the plaintiff and all well-pleaded facts are taken as true, the court “will not look beyond the face of the pleadings.” *Spivey v. Robertson*, 197 F.3d 772, 774 (5th Cir. 1999); *see also Diaz-Roa v. Hermes Law, P.C.*, 757 F. Supp. 3d 498, 521 (S.D.N.Y. 2024) (“Generally, when adjudicating a 12(b)(6) motion, a court will not look beyond facts stated on the face of the complaint, documents appended to the complaint or incorporated in the complaint by reference, and matters of which judicial notice may be taken.” [internal quotations and citations omitted]).

Rule 12(b)(6) requires a plaintiff to plead “factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Lambert v. New Start Cap. LLC*, 799 F. Supp. 3d 258, 274 (S.D.N.Y. 2025). “To survive dismissal [under federal rule of civil procedure 12(b)(6)], the plaintiff must provide the grounds upon which his claim rests through factual allegations sufficient to raise a right to relief above the speculative level.” *Id.* (internal quotations omitted). “It is not enough for a plaintiff to allege facts that are consistent with liability; the complaint must nudge claims across the line from conceivable to plausible.” *Id.* (internal quotations omitted).

Federal law provides the substantive standard for determining the EFAA’s applicability. *See* EFAA § 402(b) (“An issue as to whether this chapter applies with respect to a dispute shall be determined under Federal law.”). Under EFAA § 401(3), federal law also defines what constitutes a “sexual assault dispute.” *See* EFAA

§ 401(3) (referencing 18 U.S.C. § 2246 “or similar Tribal or State law”). But nothing in EFAA § 402(b) incorporates or requires state courts to apply federal procedural rules governing pleadings.

We reject Whataburger and Uzzaman’s invitation to apply the federal rule 12(b)(6) standards when evaluating pleadings filed under the EFAA because the trial court’s ruling and the scope of our review on appeal are governed by Texas’s rules of civil and appellate procedure, not federal rules of procedure. *See Reeves*, 708 S.W.3d at 319 (Texas appellate courts apply state procedural law when reviewing claim under federal statute).²

“Texas follows a ‘fair notice’ standard for pleading, which looks to whether the opposing party can ascertain from the pleading the nature and basic issues of the controversy and what testimony will be relevant.” *Horizon/CMS Healthcare Corp. v. Auld*, 34 S.W.3d 887, 896 (Tex. 2000). Therefore, we follow our well-established rules for pleading and for resolving motions to compel arbitration, while looking to federal law for the substantive definitions of “sexual assault dispute,” “sexual act,”

² Although we need not address the conflict among federal courts, we note that not all federal courts have applied rule 12(b)(6) standards when evaluating pleadings under the EFAA. In *Diaz-Roa*, the court explained:

This Court parts from the holding of *Yost* and concludes that the view that is more faithful to Congress’ language and intent [in the EFAA] is that a plaintiff need only plead nonfrivolous claims relating to sexual assault or to conduct alleged to constitute sexual harassment, with the sufficiency of those claims to be reserved for proper merits adjudication, be it a motion to dismiss, motion for judgment on the pleadings, motion for summary judgment, or trial.

Diaz-Roa v. Hermes Law, P.C., 757 F. Supp. 3d 498, 533 (S.D.N.Y. 2024).

and “sexual contact.” *See Jack B. Anglin Co. v. Tipps*, 842 S.W.2d 266, 269 (Tex. 1992) (courts should look to summary judgment procedures in resolving motions to compel arbitration); *Horizon/CMS Healthcare Corp.*, 34 S.W.3d at 896 (Texas follows “fair notice” standard for pleading). Under that framework, the trial court may consider all pleadings and attachments in support thereof before it in determining whether the dispute involves conduct that, if true, would constitute a “sexual assault dispute” as defined by federal law. Applying these standards, we next consider whether Garcia’s allegations in her original petition and her charge of discrimination are sufficient to invoke the EFAA’s application.

2. Sufficiency of Garcia’s allegations

Whataburger and Uzzaman argue that the EFAA does not apply because none of the six “counts” in Garcia’s petition “plausibly plead conduct that would constitute” either a “sexual assault dispute” or “sexual assault” under the EFAA. The EFAA defines “sexual assault dispute” as one involving a nonconsensual “sexual act” or “sexual contact,” as those terms are defined in Title 18, § 2446 of the United States Code. EFAA § 401(3). EFAA § 401 defines “sexual assault dispute” as one “involving a nonconsensual sexual act *or* sexual contact.” *Id.* § 401(3) (emphasis added). Therefore, allegations of “sexual contact” are sufficient to constitute a “sexual assault dispute,” and we need not consider whether the contact alleged also “involve[d] a nonconsensual sexual act.” *See In re Stalder*, 540 S.W.3d 215, 220 (Tex. App.—Houston [1st Dist.] 2018, orig. proceeding) (“In a disjunctive list of

requirements [in a statute], signified by the use of the conjunction ‘or,’ at least one of the options is required but any one or more of the options satisfies the requirement.”).

“Sexual contact” is defined in § 2446 as “the intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or buttocks of any person with an intent to abuse, humiliate, harass, degrade, or arouse or gratify the sexual desire of any person.” 18 U.S.C.A. § 2246(3). Whataburger and Uzzaman contend that Garcia did not plead any facts “that Uzzaman ever touched any of these parts of her body, nor that he acted with the defined requisite intent.”

Garcia pleaded that during the course of her employment:

- Uzzaman “engaged in unwanted verbal and non-consensual physical contact with [Garcia] of a sexual nature while at the workplace”;
- Uzzaman “engaged in unwelcome and non-consensual physical contact and sexual conduct directed toward [Garcia] . . . [that] was severe and pervasive, and it created a hostile and offensive working environment for [Garcia]”;
- Although Garcia made good faith reports to Whataburger’s management regarding “the unwelcome sexual contact and inappropriate conduct” by Uzzaman, Whataburger “took adverse actions against [her] which led to the ultimate termination of her employment”;
- Uzzaman “intentionally and knowingly made verbal and physical contact with [Garcia] of a sexual and offensive nature without her consent”; and
- Uzzaman “intentionally or recklessly engaged in extreme and outrageous conduct toward [Garcia], including non-consensual sexual contact and behavior that no reasonable person should be expected to endure in the workplace.”

Whataburger and Uzzaman argue that Garcia’s allegations of “unwelcome and non-consensual physical contact” do not “rise to the level of sexual assault as defined in the EFAA,” and that Garcia’s allegations under Texas Labor Code §§ 21.051 and 21.055 (discrimination and retaliation) and her hostile work environment claim make no mention of sexual assault. Returning to the EFAA’s text, however, the EFAA asks whether a case involves a “sexual assault dispute,” not whether a plaintiff has adequately pleaded a sexual assault claim. EFAA § 401(3) (“‘sexual assault dispute’ means a dispute involving a nonconsensual sexual act or sexual contact”). Further, § 402(a) renders a pre-dispute arbitration agreement invalid and unenforceable at the election of a person “alleging conduct constituting a . . . sexual assault dispute.”

The Charge of Discrimination Garcia filed with the Texas Workforce Commission Civil Rights Division was attached to her amended response to the motion to compel arbitration.³ It contained further details about her allegations of sexual assault:

³ Consistent with our conclusion that Texas notice-pleading standards apply, we reject Whataburger and Uzzaman’s contention that the trial court was limited to the four corners of the petition in determining whether Garcia alleged conduct constituting a sexual assault dispute. *See Jack B. Anglin Co., Inc. v. Tipps*, 842 S.W.2d 266, 269 (Tex. 1992) (trial court “may summarily decide whether to compel arbitration on the basis of affidavits, pleadings, discovery, and stipulations”). Further, EFAA § 402(b) assigns the determination of the EFAA’s applicability to the trial court. The clerk’s record does not include any objection by Whataburger and Uzzaman to the trial court’s consideration of Garcia’s responses to the motion to compel arbitration and there is no reporter’s record of the hearing. *See Palla v. Bio-One, Inc.*, 424 S.W.3d 722, 727–28 (Tex. App.—Dallas 2014, no pet.) (“When a record is incomplete . . . we must presume that the missing portion of the record supports the factual determinations made by the factfinder.”). We conclude that in ruling on Whataburger and Uzzaman’s motion to compel arbitration, the trial court could consider Garcia’s responses to the motion, including exhibits.

Ms. Garcia was employed at Whataburger for approximately 1 year and 11 months. On April 16, 2025, she was sexually assaulted by Mr. Uzzaman. Throughout her employment, he engaged in ongoing and unwelcome sexual conduct, including:

- Making sexual comments such as “I can’t wait for you to turn 18” and “you’re on your knees for me.”
- Forcibly hugging her for prolonged periods, patting her back, touching her thigh and buttocks, and making comments such as “smack that ass.”

Whataburger and Uzzaman argue that Garcia failed to allege any conduct that involved either a “sexual act” or “sexual contact” as defined by statute because she did not plead that Uzzaman touched the specific body parts listed in § 2246(3), or that he did so “with the defined requisite intent.” We disagree. As we have explained, the EFAA defines “sexual assault dispute” as one involving a “nonconsensual sexual act or sexual contact, as such terms are defined in [18 U.S.C. § 2246] or similar Tribal or State law, including when the victim lacks the capacity to consent.” EFAA § 401(3). “Sexual contact” as defined in 18 U.S.C. § 2246 includes “the intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, *inner thigh*, or *buttocks* of any person with an intent to abuse, humiliate, harass, degrade, or arouse or gratify the sexual desire of any person.” 18 U.S.C. § 2246(3) (emphasis added).

Garcia alleges that Uzzaman sexually assaulted her and made sexual contact with her without her consent. She specifically asserts that Uzzaman “engaged in unwanted verbal and non-consensual physical contact with [Garcia] of a sexual

nature,” and more specifically, in her EEOC charge, alleges “ongoing and unwelcome sexual contact” by Uzzaman including “touching her thigh and buttocks, and making comments such as ‘smack that ass.’”

We are unpersuaded by Whataburger and Uzzaman’s argument that the EFAA does not apply because Garcia has failed to plead the elements of a claim for sexual assault under the Texas Penal Code.⁴ The court in *Dang* reached a similar conclusion. In *Dang*, Dang’s employer Delirium TV, LLC argued that because Dang “did not specify what body parts were involved in the alleged assault, Dang cannot invoke the provisions of the EFAA.” *Dang*, 714 S.W.3d at 648. The court rejected that argument and concluded, “Delirium essentially asks us to require that Dang establish Smith’s criminal liability before her claims can be exempted from arbitration pursuant to the EFAA. But that is not what the [EFAA] requires.” *Id.* at 648–49.

Instead, the court looked to the statutory definition of “sexual contact” referenced in the EFAA’s definition of “sexual assault dispute,” that “the term

⁴ Texas Penal Code § 22.011(a)(1) provides:

(a) A person commits an offense if:

(1) the person intentionally or knowingly:

(A) causes the penetration of the anus or sexual organ of another person by any means, without that person’s consent;

(B) causes the penetration of the mouth of another person by the sexual organ of the actor, without that person’s consent; or

(C) causes the sexual organ of another person, without that person’s consent, to contact or penetrate the mouth, anus, or sexual organ of another person, including the actor[.]

‘sexual contact’ means the intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or buttocks of any person with an intent to abuse, humiliate, harass, degrade, or arouse or gratify the sexual desire of any person.” 18 U.S.C.A. § 2246(3). The court concluded that Dang’s complaint pertained to a “sexual assault dispute” as defined in the EFAA even though specific body parts were not mentioned. *Dang*, 714 S.W.3d at 648–49.

Similarly here, we conclude that Garcia’s pleading pertained to a sexual assault dispute as defined in the EFAA. *See id.* Garcia alleged “severe and pervasive” “unwelcome and non-consensual physical contact and sexual conduct” directed toward her, actions that fall within 18 U.S.C.A. § 2246’s definition of “sexual contact.”

Whataburger and Uzzaman further argue that the remaining counts in Garcia’s petition—claims for assault and battery, intentional infliction of emotional distress, negligent hiring, retention and supervision, and gross negligence—do not fall under the EFAA’s definition of a “sexual assault dispute” and therefore must be arbitrated. We disagree. “[W]here a plaintiff brings multiple claims in a single suit against a party with whom she has an otherwise-valid arbitration agreement, and one of those claims alleges a ‘sexual assault dispute’ or a ‘sexual harassment dispute,’ the EFAA renders the arbitration agreement unenforceable with respect to each of the claims that comprise her case.” *Bruce*, 168 F.4th at 385–86.

Accordingly, we conclude that the trial court properly considered Garcia’s live petition, as well as all pleadings and documents that were before the trial court, to determine whether Garcia sufficiently alleged conduct constituting a sexual assault dispute, and the trial court correctly concluded that this case relates to a sexual assault dispute. Therefore, the EFAA renders the arbitration agreement invalid and unenforceable with respect to this case. *See id.* We overrule Whataburger and Uzzaman’s four issues.

CONCLUSION

We affirm the trial court’s January 8, 2026 “Order Denying Defendants’ Motion to Compel Arbitration.”

/Maricela M. Breedlove/
MARICELA M. BREEDLOVE
JUSTICE