

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND

Dhruva v. CuriosityStream Inc.

Dhruva · No. Civil No. SAG-23-2265 · Decided December 4, 2025

SUMMARY

The United States District Court for the District of Maryland addressed whether CuriosityStream waived its contractual right to arbitrate after failing to pay arbitration fees in a separate, similar matter. The court held that the separate arbitration conduct did not waive CuriosityStream’s arbitration rights as to the Dhruva plaintiffs, granted the motion to compel arbitration, and stayed the case pending arbitration. The court also indicated that a separate order would vacate consolidation with the DuCote litigation.

CASE DETAILS

COURT	United States District Court for the District of Maryland
WRITING FOR THE COURT	Stephanie A. Gallagher
JURISDICTION	United States District Court for the District of Maryland
DECIDED	December 4, 2025
DOCKET	Civil No. SAG-23-2265
DISPOSITION	other
PROCEDURAL POSTURE	On remand from the United States Court of Appeals for the Fourth Circuit after that court held that Plaintiffs agreed to arbitrate their claims, the district court considered whether CuriosityStream had waived arbitration by failing to pay arbitration fees in a separate, similar proceeding.
STANDARD OF REVIEW	The court considered the waiver issue under Maryland law and reviewed the effect of the Fourth Circuit's mandate de novo as a question of law.
PRECEDENTIAL VALUE	Unpublished district court memorandum opinion; precedential status not stated in the opinion.
PARTIES	CuriosityStream Inc. v. Rohan Dhruva, Joshua Stern, all others similarly situated

TOPICS

arbitration

waiver

class actions

appellate procedure

civil procedure

PRACTICE AREAS

arbitration

civil procedure

consumer protection

class actions

appellate procedure

QUESTIONS PRESENTED

1. Whether the Fourth Circuit's mandate permitted the district court to consider whether CuriosityStream subsequently waived its contractual right to arbitrate.
2. Whether CuriosityStream waived arbitration as to the Dhruva plaintiffs by failing to pay arbitration fees in a separate proceeding involving similar claims.
3. Whether the case should be compelled to arbitration and stayed pending arbitration proceedings.
4. Whether the order consolidating Dhruva with DuCote should be vacated.

HOLDINGS

1. The Fourth Circuit's mandate directing further proceedings consistent with its opinion did not preclude the district court from considering whether CuriosityStream subsequently waived its right to arbitrate.
2. CuriosityStream did not waive its arbitration agreement as to the Dhruva plaintiffs by failing to pay arbitration fees in the separate DuCote-related arbitration.
3. CuriosityStream's motion to compel arbitration was granted because the Fourth Circuit had determined that Plaintiffs entered a valid agreement to arbitrate and the district court found no waiver as to them.
4. The Dhruva case was stayed pending arbitration, and the order consolidating Dhruva with DuCote was vacated.

KEY QUOTATIONS

“The Fourth Circuit remanded the Dhruva case to this Court directing “proceedings consistent with this opinion,” ECF 54-1 at 14, not unconditional referral to arbitration.” (at 4)

“whether there has been a waiver of a contractual right involves a matter of intent that ordinarily turns on the factual circumstances of each case.” (at 5)

FACTUAL BACKGROUND

Plaintiffs alleged that CuriosityStream disclosed personally identifiable information to Facebook through tracking technologies, in violation of the VPPA and California law. After the Fourth Circuit held that Plaintiffs had agreed to arbitrate, Plaintiffs argued that CuriosityStream had waived arbitration because it failed to pay fees in a separate arbitration involving 743 individuals asserting similar theories. CuriosityStream had not engaged in conduct in the Dhruva arbitration indicating an intent to waive its arbitration agreement.

PROCEDURAL HISTORY

Plaintiffs filed a putative class action alleging violations of the Video Privacy Protection Act and California law. The district court initially denied CuriosityStream's motion to compel arbitration and later denied reconsideration. The Fourth Circuit reversed, held that Plaintiffs entered a valid arbitration agreement, and remanded for further proceedings. On remand, the district court rejected Plaintiffs' waiver argument, granted the motion to compel arbitration, stayed the case, and vacated the order consolidating it with DuCote v. CuriosityStream.

DISPOSITION

other

REMAND INSTRUCTIONS

The case was stayed pending the outcome of arbitration proceedings. The order consolidating Dhruva with DuCote was vacated, and a separate order was to set a schedule for further proceedings in DuCote.

CASES CITED

- Cain v. Midland Funding, LLC, 452 Md. 141, 155 (2017)
- Charles J. Frank, Inc. v. Associated Jewish Charities of Balt., Inc., 294 Md. 443, 449 (1982)
- 5-Star General Store v. Am. Express Co., 759 F. Supp. 3d 317, 325 (D.R.I. 2024)

OPINION

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND *
ROHAN DHRUVA, et al., * * Plaintiffs, * * v. * Civil No. SAG-23-2265 *
CURIOSITYSTREAM INC., * * Defendant. * * * * * MEMORANDUM
OPINION Plaintiffs Rohan Dhruva and Joshua Stern, for themselves and others similarly situated, filed this class action lawsuit against Defendant CuriosityStream Inc. (“CuriosityStream”), alleging that CuriosityStream violated the federal Video Privacy Protection Act (“VPPA”) and California state law by disclosing their personally identifiable information to Facebook.

ECF 20. CuriosityStream filed a Motion to Compel Arbitration and Dismiss, arguing that Plaintiffs had agreed to arbitrate this dispute. ECF 21. This Court disagreed and denied CuriosityStream’s motion, ECF 26, 27. CuriosityStream then appealed the decision to the United States Court of Appeals for the Fourth Circuit.

The Fourth Circuit reversed this Court’s decision, finding that Dhruva and Stern had entered a valid agreement to arbitrate any disputes resulting from their registration for CuriosityStream’s services. ECF 54-1. Accordingly, the Fourth Circuit remanded the case to this Court for “further proceedings consistent with this opinion.” Id. at 14. This Court held a teleconference with the parties on November 21, 2025, to discuss next steps.

ECF 64-2. In that conference, this Court afforded the parties an opportunity to file written submissions on the issue of whether CuriosityStream had subsequently waived its right to arbitrate this case when it failed to pay arbitration fees in a separate matter raising identical legal theories. *Id.* This Court has now reviewed both submissions, ECF 67, 68, and finds that no hearing is necessary.

See Loc. R. 105.6 (D. Md. 2025). For the reasons stated below, in light of the Fourth Circuit's ruling, the order consolidating this case with *DuCote v. CuriosityStream*, SAG-04-01922, will be vacated and this case will be stayed pending the outcome of arbitration proceedings.

I. PROCEDURAL BACKGROUND Dhruva and Stern filed this putative class action on August 18, 2023, ECF 1, subsequently amending their complaint multiple times. ECF 6, 20. Their Complaint raised claims relating to CuriosityStream's use of tracking technologies, asserting that the use violated the VPPA and California law. ECF 20. Dhruva and Stern sought to represent a class consisting of "similarly situated individuals defined as all persons in the United States who have Facebook and CuriosityStream.com accounts, and viewed videos on CuriosityStream.com," along with two California-specific subclasses.

Id. ¶¶ 54–56. On October 5, 2023, CuriosityStream filed its motion to compel arbitration, which this Court denied on November 15, 2023. ECF 21, 26, 27. This Court also denied a motion for reconsideration on January 17, 2024, ECF 43, 44, and the above- referenced appeal ensued.

In the interim, on December 27, 2023, 743 individuals, including Travis DuCote and Dipak Ramkumar, notified CuriosityStream of their intent to arbitrate claims relating to the same use of tracking technologies and the VPPA.¹ Following failed attempts to confer, 117 of those individuals (including DuCote and Ramkumar) submitted claims to JAMS, the arbitration provider listed in CuriosityStream's Terms of Use.

Twenty-five of those individuals paid the non-refundable filing fees required by JAMS. But when JAMS invoiced CuriosityStream for its share of the filing fees, ¹ These facts pertaining to the arbitration attempt are derived from the DuCote Complaint, ECF 1 in SAG-24-01922, and Plaintiffs' letter regarding waiver, ECF 67.

For the purposes of the waiver analysis only, this Court accepts the asserted facts as true. CuriosityStream did not respond or make the required payment. Accordingly, on May 21, 2024, JAMS closed the arbitration file, citing "lack of participation on behalf of" CuriosityStream.

On July 2, 2024, DuCote and Ramkumar filed a putative class action complaint in this Court. See *DuCote v. CuriosityStream Inc.*, Civ. No. SAG-24-01922, ECF 1. The DuCote plaintiffs also seek to represent "a class of similarly situated individuals defined as all persons in the United States who have Facebook and CuriosityStream.com accounts, and viewed videos on CuriosityStream.com." DuCote, ECF 1 ¶ 54.

The DuCote case has been consolidated with this case for disposition. DuCote, ECF 16. II. ANALYSIS The Fourth Circuit's opinion determined that the parties entered into a valid agreement to arbitrate this dispute. ECF 54-1. This Court agrees with Plaintiffs, however, that the Fourth Circuit's mandate does not foreclose this Court from determining whether CuriosityStream subsequently waived its right to arbitration by virtue of its actions in the arbitration attempt involving the DuCote plaintiffs.

The Fourth Circuit remanded the Dhruva case to this Court directing "proceedings consistent with this opinion," ECF 54-1 at 14, not unconditional referral to arbitration. Considering the newly raised waiver argument is entirely consistent with the Fourth Circuit's opinion finding a valid agreement to arbitrate. That said, this Court is not persuaded by the merits of Plaintiffs' waiver argument.

Plaintiffs posit that, in response to the arbitration notice from the 743 individuals and the subsequent filings with JAMS, CuriosityStream acted in a manner "inconsistent with an intent to insist upon its contractual right to arbitration." ECF 67 at 2 (quoting *Cain v. Midland Funding, LLC*, 452 Md. 141, 155 (2017)). CuriosityStream counters by arguing that "arbitration waiver is inherently party—and claim—specific." ECF 68 at 2.

This appears to be an issue of first impression. Neither party cites any cases, in the Fourth Circuit, Maryland, or otherwise, holding that waiver of a contractual arbitration provision extends beyond the parties to that particular arbitration.² This Court recognizes Plaintiffs' policy argument that companies could engage in gamesmanship and delay by seeking to compel arbitration, costing claimants time and money, only to waive the arbitration by failing to participate and force a return to court.

But surely companies intending to engage in such tactics would recognize that courts would likely sanction such shenanigans upon their eventual return for disposition. Any "reward" from the brief delay would be amply outweighed by the reputational consequences with the court assigned to adjudicate the case. And this Court sees potential for a slippery slope in ruling that an arbitration waiver in one case can be automatically applied to all future cases of the same ilk, as there may be particularized factual circumstances that cause a party to forego arbitration in a particular situation without intending a broad-based waiver with respect to all future claimants.

Thus, this Court reverts to Maryland law, which is clear that "whether there has been a waiver of a contractual right involves a matter of intent that ordinarily turns on the factual circumstances of each case." *Charles J. Frank, Inc. v. Associated Jewish Charities of Balt., Inc.*, 294 Md. 443, 449 (1982). CuriosityStream has done nothing in the Dhruva case suggesting an intent to waive its arbitration agreement.

Accordingly, without deciding any waiver issues specific to the DuCote plaintiffs, this Court finds no waiver as to the Dhruva plaintiffs, who have not yet pursued arbitration. 2 In fact, as CuriosityStream notes, the Rhode Island case cited by Plaintiffs actually undermines their position, reasoning that “the fact that Amex is arbitrating similar disputes does not bear on whether it is in default for these claims.” 5-Star General Store v. Am.

Express Co., 759 F.Supp. 3d 317, 325 (D.R.I. 2024). In other words, the 5-Star Court declined to consider Amex’s conduct in like arbitration proceedings when considering whether waiver had occurred in the proceeding at issue.

For the reasons stated in the Fourth Circuit’s ruling, then, this Court will GRANT CuriosityStream’s motion to compel arbitration, ECF 21, and will STAY the Dhruva case pending the outcome of arbitration proceedings. Two separate Orders follow: one to effectuate these rulings in Dhruva, and a second to vacate the order consolidating Dhruva and DuCote and to set a schedule for further DuCote proceedings.

Dated: December 4, 2025 /s/ Stephanie A. Gallagher United States District Judge