

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE

Christopher Stowe, Herb Meyerowitz, Jim Fallow, Jay Little,
Maverick Watson, and Heidi Fenton v. Hearst Magazine Media, Inc.,
d/b/a Bicycling

Stowe v. Hearst Magazine Media · No. 1:25-cv-01128-JCG · Decided June 10, 2026

SUMMARY

The United States District Court for the District of Delaware denied Hearst Magazine Media, Inc.’s motion to compel arbitration in a putative class action alleging violations of federal and state video privacy and wiretap laws. The court held that the existence of an arbitration agreement was not apparent from the complaint and ordered limited discovery on whether the parties formed an agreement to arbitrate, with further review under a summary-judgment standard.

CASE DETAILS

COURT	United States District Court for the District of Delaware
WRITING FOR THE COURT	Jennifer Choe-Groves
JURISDICTION	United States District Court for the District of Delaware
DECIDED	June 10, 2026
DOCKET	1:25-cv-01128-JCG
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved under the Federal Arbitration Act to compel arbitration and stay the action. The court denied the motion without prejudice to further factual development and ordered limited discovery concerning arbitrability.
STANDARD OF REVIEW	A motion to compel arbitration is analyzed under Rule 12(b)(6) when arbitrability is apparent from the face of the complaint and documents relied upon in it. If the complaint is unclear or the plaintiff presents additional facts placing the arbitration agreement in issue, limited discovery is appropriate, followed by review under the Rule 56 summary-judgment standard.
PRECEDENTIAL VALUE	unpublished district court opinion; precedential status unknown

TOPICS

arbitration

discovery dispute

summary judgment

contract formation

civil procedure

PRACTICE AREAS

civil procedure

arbitration

contract formation

consumer privacy

QUESTIONS PRESENTED

1. Whether the Complaint and documents relied upon in it established on their face that Plaintiffs agreed to an arbitration provision.
2. Whether Defendant's motion to compel arbitration should be decided under a Rule 12(b)(6) standard or after limited discovery under a Rule 56 summary-judgment standard.
3. Whether the motion to compel arbitration should be denied pending factual development concerning whether the parties had a meeting of the minds on arbitration.

HOLDINGS

1. The Complaint did not establish on its face that Plaintiffs agreed to be bound by Terms of Use containing an arbitration provision.
2. Because Plaintiffs sufficiently placed the existence of an arbitration agreement in issue and no discovery had occurred, the court was required to permit limited discovery on arbitrability before deciding whether arbitration was warranted.
3. After limited discovery, the court will assess whether arbitration is warranted under the Rule 56 summary-judgment standard; any genuine dispute over whether the parties had a meeting of the minds to arbitrate will be submitted to trial, before a jury if demanded.

KEY QUOTATIONS

“when it is apparent, based on the face of a complaint, and documents relied upon in the complaint, that certain of a party’s claims are subject to an enforceable arbitration clause, a motion to compel arbitration should be considered under a Rule 12(b)(6) standard without discovery’s delay.” (Discussion)

“But if the complaint and its supporting documents are unclear regarding the agreement to arbitrate, or if the plaintiff has responded to a motion to compel arbitration with additional facts sufficient to place the agreement to arbitrate in issue, then the parties should be entitled to discovery on the question of arbitrability before a court entertains further briefing on [the] question.” (Discussion)

“The existence of an agreement to arbitrate is not apparent on the face of the Complaint.” (Discussion)

FACTUAL BACKGROUND

Plaintiffs, residents of Pennsylvania, California, Indiana, and Illinois, subscribed to or signed up for newsletters from Hearst's Bicycling.com website at different times. They allege that Hearst used tracking tools to intercept and disclose their search terms, video-viewing information, and identifying information to third parties without consent. Hearst relied on a declaration and illustrative subscription interfaces to argue that Plaintiffs agreed to

Terms of Use containing an arbitration provision, while Plaintiffs disputed that the evidence showed the interfaces actually presented to them.

PROCEDURAL HISTORY

Plaintiffs filed a putative class action on September 10, 2025, alleging violations of federal and state privacy and wiretapping laws. By stipulation, the court extended Defendant's deadline to respond to the Complaint until after resolution of the motion to compel arbitration. Because the Complaint and its supporting documents did not establish an arbitration agreement and Plaintiffs placed contract formation in issue, the court denied the motion pending limited discovery and further proceedings.

DISPOSITION

other

REMAND INSTRUCTIONS

No remand was ordered. The parties were ordered to conduct limited discovery concerning arbitrability, propose a scheduling order, and brief a potential motion for summary judgment on whether the parties agreed to arbitrate. Defendant's deadline to respond to the Complaint was stayed pending further proceedings.

CASES CITED

- Sandvik AB v. Advent International Corp., 220 F.3d 99, 104 (3d Cir. 2000)
- Dean Witter Reynolds, Inc. v. Byrd, 470 U.S. 213, 221 (1985)
- Moses H. Cone Memorial Hospital v. Mercury Construction Corp., 460 U.S. 1, 29 (1983)
- Guidotti v. Legal Helpers Debt Resolution, L.L.C., 716 F.3d 764, 773-776, 780 (3d Cir. 2013)
- Howsam v. Dean Witter Reynolds, Inc., 537 U.S. 79, 83 (2002)
- AT&T Technologies, Inc. v. Communications Workers of America, 475 U.S. 643, 649 (1986)
- First Options of Chicago, Inc. v. Kaplan, 514 U.S. 938, 944 (1995)