

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

Celonis SE v. SAP SE

Celonis · No. 25-cv-02519-VC · Decided June 30, 2025

SUMMARY

The United States District Court for the Northern District of California partially granted and partially denied SAP SE's motion to dismiss Celonis SE's claims. The court dismissed the tying, bundling and predatory-pricing, monopolization and attempted-monopolization, false-advertising, California UCL, and interference-with-prospective-economic-advantage claims, while allowing the interference-with-contractual-relations claim to proceed. Dismissal was with leave to amend, and the court also rejected comity and forum non conveniens arguments.

CASE DETAILS

COURT	United States District Court for the Northern District of California
WRITING FOR THE COURT	Vince Chhabria
JURISDICTION	United States District Court for the Northern District of California
DECIDED	June 30, 2025
DOCKET	25-cv-02519-VC
DISPOSITION	other
PROCEDURAL POSTURE	Defendants moved to dismiss Celonis's complaint. The court granted the motion in part and denied it in part, dismissing most claims with leave to amend while allowing the claim for interference with contractual relations to proceed.
STANDARD OF REVIEW	On a motion to dismiss, the complaint must plausibly allege facts supporting each claim; Rule 9(b) applies to fraud-based false-advertising claims.
PRECEDENTIAL VALUE	Unpublished federal district court order; precedential status unknown
PARTIES	Celonis SE v. SAP SE

TOPICS

- commercial litigation
- motions to dismiss
- deceptive trade practices
- intentional interference with contract
- civil procedure

PRACTICE AREAS

antitrust

commercial litigation

false advertising

unfair competition

tortious interference

QUESTIONS PRESENTED

1. Whether comity or forum non conveniens required dismissal in light of related German litigation.
2. Whether the complaint plausibly alleged tying, bundling, or predatory-pricing claims.
3. Whether the complaint plausibly alleged monopolization or attempted monopolization based on SAP's restrictions on data extraction.
4. Whether the false-advertising claims satisfied Federal Rule of Civil Procedure 9(b) and applicable dissemination and geographic requirements.
5. Whether the California Unfair Competition Law claim adequately alleged California conduct or effects.
6. Whether the complaint plausibly alleged interference with contractual relations and interference with prospective economic advantage.

HOLDINGS

1. Neither comity nor forum non conveniens barred the action because the United States had a strong interest in adjudicating the alleged U.S. antitrust violations and effects, and Germany was an inadequate forum for resolving those issues.
2. The tying claims were dismissed because the complaint did not adequately explain how Signavio was tied to ERP data access or how Celonis was negatively tied to that access.
3. The bundling and predatory-pricing claims were dismissed because the complaint lacked sufficient detail about SAP's prices, promotional bundles, and costs to plausibly allege below-cost pricing.
4. The monopolization and attempted-monopolization claims were dismissed because Celonis did not allege with sufficient detail that SAP engaged in anticompetitive conduct.
5. The false-advertising claims were dismissed because the complaint failed to satisfy Rule 9(b), failed to allege dissemination to the relevant purchasing public, and, as to the California False Advertising Law claim, failed to allege that the statements were made or disseminated in or from California.
6. The UCL claim was dismissed because Celonis did not allege that SAP's allegedly wrongful conduct occurred in California or affected California residents.
7. The claim for interference with contractual relations plausibly alleged disruption of Celonis's contractual relationships and therefore survived the motion to dismiss.
8. The claim for interference with prospective economic advantage was dismissed because Celonis did not adequately allege an independently wrongful act separate from the interference itself.

KEY QUOTATIONS

“Neither doctrine serves to bar this case.”

“But SAP has no obligation to let its competitors access its databases in the way they prefer.”

“The primary distinction is that independent wrongfulness beyond the interfering act is an element of the latter but not of the former.”

“Oe Ok Discovery can move forward immediately on the claim for interference with contractual relations.”

FACTUAL BACKGROUND

Celonis alleged that SAP restricted customers' ability to extract data from SAP enterprise-resource-planning applications using Celonis's preferred methods and thereby favored SAP's Signavio product. Celonis also alleged that SAP's conduct caused customers to consider not renewing their Celonis contracts and instead switching to Signavio. The complaint asserted antitrust, false-advertising, unfair-competition, and tortious-interference claims, while related litigation was pending in Germany.

PROCEDURAL HISTORY

Celonis brought federal antitrust, false-advertising, California Unfair Competition Law, and tortious-interference claims against SAP. On the motion to dismiss, the court rejected comity and forum non conveniens as grounds for dismissal, dismissed the tying, bundling, predatory-pricing, monopolization, attempted-monopolization, false-advertising, UCL, and interference-with-prospective-economic-advantage claims, and allowed the interference-with-contractual-relations claim to proceed. The court granted leave to amend within 21 days.

DISPOSITION

other

CASES CITED

- In re Korean Ramen Antitrust Litigation, 281 F. Supp. 3d 892, 907-09 (N.D. Cal. 2017)
- DeSoto Cab Co. v. Uber Technologies, 2018 WL 10247483, at *9-10 (N.D. Cal. Sept. 24, 2018)
- EcoShield Pest Solutions Portland, LLC v. Grit Marketing, LLC, 2025 WL 844259, at *7 (D. Or. Mar. 18, 2025)
- Reveal Chat Holdco, LLC v. Facebook, Inc., 471 F. Supp. 3d 981, 1000-01 (N.D. Cal. 2020)
- Novell, Inc. v. Microsoft Corp., 731 F.3d 1064, 1074 (10th Cir. 2013)
- LiveUniverse, Inc. v. MySpace, Inc., 304 F. App'x 554, 556-57 (9th Cir. 2008)
- United States v. Google LLC, 2025 WL 1132012, at *43 (E.D. Va. Apr. 17, 2025)
- Bobbleheads.com, LLC v. Wright Brothers, Inc., 259 F. Supp. 3d 1087, 1095 (S.D. Cal. 2017)
- Williams v. Apple, Inc., 449 F. Supp. 3d 892, 911 (N.D. Cal. 2020)
- Muldoon v. DePuy Orthodontics, 2025 WL 372108, at *3 (N.D. Cal. Feb. 3, 2025)
- UMG Recordings, Inc. v. Global Eagle Entertainment, 117 F. Supp. 3d 1092, 1108 (C.D. Cal. 2015)
- Ariix, LLC v. NutriSearch Corp., 985 F.3d 1107, 1121 (9th Cir. 2021)
- Realtek Semiconductor Corp. v. MediaTek, Inc., 2025 WL 744038, at *16 (N.D. Cal. Mar. 7, 2025)
- In re Toyota Motor Corp., 785 F. Supp. 2d 883, 917-18 (C.D. Cal. 2011)
- Ice Cream Distributors v. Dreyer's Grand Ice Cream, 2010 WL 3619884, at *8 (N.D. Cal. Sept. 10, 2010)

- Ixchel Pharma, LLC v. Biogen, Inc., 9 Cal. 5th 1130, 1142 (2020)
- A. D'Angelo & Sons, Inc. v. Annex Group, 2016 WL 3397128, at *5 (Cal. Ct. App. June 13, 2016)

Retrieved from lawtools.ai · <https://lawtools.ai/cases/federal/united-states-district-court-for-the-northern-district-of-ca/2025/celonis-se-v-sap-se-9hk1v0e8>