

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA

Doe v. Optum, Inc.

No. 3:25-cv-44-CAB-JLB (S.D. Cal. May 21, 2025) · No. 3:25-cv-44-CAB-JLB · Decided May 21, 2025

SUMMARY

The United States District Court for the Southern District of California granted Optum, Inc.'s motion to compel arbitration and stay the case. The court found that Plaintiff agreed to valid arbitration terms when using Optum's website and that those terms encompassed claims concerning the alleged tracking and interception of confidential medical information.

CASE DETAILS

COURT	United States District Court for the Southern District of California
WRITING FOR THE COURT	Cathy Ann Bencivengo
JURISDICTION	United States District Court for the Southern District of California
DECIDED	May 21, 2025
DOCKET	3:25-cv-44-CAB-JLB
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved to compel arbitration under the Federal Arbitration Act and to stay the case. Plaintiff filed a notice of non-opposition.
STANDARD OF REVIEW	Under the Federal Arbitration Act, the party seeking to compel arbitration must show the existence of a valid written arbitration agreement and that the agreement encompasses the dispute.
PRECEDENTIAL VALUE	unpublished district court order
PARTIES	Doe v. Optum, Inc.

TOPICS

- arbitration
- medical records privacy
- health law
- civil procedure

PRACTICE AREAS

- arbitration
- civil procedure
- health law
- medical records privacy

QUESTIONS PRESENTED

1. Whether a valid written arbitration agreement existed between Plaintiff and Optum.
2. Whether the arbitration agreement encompassed Plaintiff's claims concerning the tracking and interception of confidential medical information through Optum's website.

HOLDINGS

1. A valid written arbitration agreement existed because Plaintiff used Optum's website, created an online account, and agreed to terms of use that included an agreement to arbitrate.
2. The arbitration agreement encompassed Plaintiff's claims because it covered claims relating to the terms or online services, and Plaintiff's allegations concerned conduct occurring through Optum's website.

KEY QUOTATIONS

“A party seeking to compel arbitration has the burden under the FAA to show (1) the existence of a valid, written agreement to arbitrate; and if it exists, (2) that the agreement to arbitrate encompasses the dispute at issue.” (1)

FACTUAL BACKGROUND

Plaintiff used Optum's website, created an online account, and agreed to terms of use containing an arbitration provision. Plaintiff alleged that Optum facilitated the tracking and interception of his confidential medical information while he used the website.

PROCEDURAL HISTORY

Plaintiff brought claims alleging that Optum facilitated the tracking and interception of his confidential medical information through its website. Optum moved to compel arbitration and stay the action, and Plaintiff did not oppose the motion. The district court granted the motion to compel arbitration.

DISPOSITION

other

CASES CITED

- Ashbey v. Archstone Property Management, Inc., 785 F.3d 1320, 1323 (9th Cir. 2015)

OPINION

Doe v. Optum, Inc.

PER CURIAM.

1 2 3 4 5 6 7

8 UNITED STATES DISTRICT COURT

9 SOUTHERN DISTRICT OF CALIFORNIA

10 11 JOHN DOE, individually and on behalf of Case No.: 3:25-cv-44-CAB-JLB others similarly
situated, 12

ORDER GRANTING MOTION TO

Plaintiff,

13 COMPEL ARBITRATION

v. 14 [Doc. No. 10]

OPTUM, INC.,

15 Defendant. 16

17 On March 31, 2025, Defendant Optum, Inc., filed a motion to compel arbitration 18 pursuant to the Federal Arbitration Act (“FAA”) and to stay the case. [Doc. No. 10.] On 19 April 18, 2025, Plaintiff John Doe filed a notice of non-opposition to the motion. [Doc. 20 No. 11.] The Court has subject matter over the case as Plaintiff alleges Defendant violated, 21 inter alia, a federal statute—the Electronic Communications Privacy Act, 18 U.S.C. 22 § 2511(1). “A party seeking to compel arbitration has the burden under the FAA to show 23

(1) the existence of a valid, written agreement to arbitrate; and if it exists, (2) that the 24 agreement to arbitrate encompasses the dispute at issue.” *Ashbey v. Archstone Prop. 25 Mgmt., Inc.*, 785 F.3d 1320, 1323 (9th Cir. 2015). Defendant demonstrates that Plaintiff 26 used Defendant’s website, created an online account, and agreed to its terms of use, which 27 included an agreement to arbitrate. [Doc. No. 10-1 at 9–13.] The agreement notes that it 28 1 includes “any claims relating to [the] [t]erms, or the Online Services.” [/d. at 13.] Plaintiff 2 alleges that Defendant facilitated the tracking and interception of Plaintiff’s confidential 3 medical information when Plaintiff used Defendant’s website, which qualifies as an online 4 ||service. [Compl. §§ 94-102.] Accordingly, as a valid arbitration agreement that 5 ||encompasses the dispute at issue exists, and Plaintiff does not oppose compelling 6 || arbitration, the Court GRANTS the motion. 7 It is SO ORDERED. 8 9 || Dated: May 21, 2025 € Z 10 Hon. Cathy Ann Bencivengo United States District Judge 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28