UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

L.W.A. v. LinkedIn Corporation

L.W.A. · No. 5:24-cv-08436-EJD · Decided September 30, 2025

SUMMARY

The United States District Court for the Northern District of California granted LinkedIn Corporation's motion to compel arbitration in L.W.A.'s action alleging that LinkedIn intercepted private information through an embedded Insight Tag on Noom's website. The court held that Plaintiff assented to Noom's online Terms of Use, that her claims fell within the arbitration agreement's scope, and that LinkedIn could enforce the agreement as a nonsignatory under equitable estoppel. The court stayed the case pending arbitration and terminated LinkedIn's motion to dismiss as moot.

CASE DETAILS

COURT	United States District Court for the Northern District of California
JURISDICTION	United States District Court for the Northern District of California
DECIDED	September 30, 2025
DOCKET	5:24-cv-08436-EJD
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff sued LinkedIn for allegedly intercepting private information from Noom's website through LinkedIn's embedded Insight Tag. LinkedIn moved to compel arbitration under an arbitration agreement in Noom's terms of use and separately moved to dismiss under Federal Rule of Civil Procedure 12(b)(6).
STANDARD OF REVIEW	On a motion to compel arbitration, the court determines whether a valid agreement to arbitrate exists and whether the agreement encompasses the dispute. The parties opposing arbitration are subject to standards equivalent to those applicable to parties opposing summary judgment, including the obligation to present specific facts showing a genuine issue for trial.
PRECEDENTIAL VALUE	Unknown; federal district court order

TOPICS

arbitration · civil procedure · consumer protection · invasion of privacy · contracts

PRACTICE AREAS

arbitration | civil procedure | privacy law | consumer protection | contracts

QUESTIONS PRESENTED

1. Whether Noom's online Terms of Use formed a valid and enforceable arbitration agreement with Plaintiff.
2. Whether Plaintiff's claims against LinkedIn fell within the scope of Noom's arbitration agreement.
3. Whether LinkedIn, as a nonsignatory to the arbitration agreement, could enforce it against Plaintiff under California's doctrine of equitable estoppel.
4. Whether the court should stay the action pending arbitration and terminate LinkedIn's motion to dismiss as moot.

HOLDINGS

1. Noom's modified sign-in-wrap agreement was enforceable because the sign-up page provided reasonably conspicuous notice of the Terms of Use and Plaintiff unambiguously manifested assent by proceeding to create an account.
2. Plaintiff's claims fell within the scope of the Arbitration Agreement because they arose out of her use of Noom's website and services.
3. LinkedIn could enforce Noom's Arbitration Agreement against Plaintiff under California's doctrine of equitable estoppel because Plaintiff's claims were intimately founded in and intertwined with her agreement with Noom.
4. The action was stayed pending arbitration, and the motion to dismiss was terminated as moot.

KEY QUOTATIONS

> *"When a federal court finds that a dispute is subject to arbitration, and a party has requested a stay of the court proceeding pending arbitration, the court does not have discretion to dismiss the suit on the basis that all the claims are subject to arbitration."* (at 11)

FACTUAL BACKGROUND

Plaintiff alleged that LinkedIn collected sensitive information submitted through a survey on Noom's website by means of LinkedIn's embedded Insight Tag, in violation of California privacy laws. Noom's application presented users with a sign-up screen stating that proceeding acknowledged acceptance of Noom's Terms of Use and Privacy Policy, with bolded and underlined hyperlinks. Noom's terms contained an arbitration agreement, and its privacy and cookie policies disclosed the use of tracking technologies and sharing of data with partners. The court found that Plaintiff created a Noom account and did not provide evidence supporting her assertion that she completed a survey before encountering the sign-up terms.

PROCEDURAL HISTORY

The action was pending in the Northern District of California on LinkedIn's motions to compel arbitration and dismiss. After briefing and a June 5, 2025 hearing, the court granted the motion to compel arbitration, stayed the case pending arbitration, and terminated the motion to dismiss as moot.

DISPOSITION

other

CASES CITED

- Bielski v. Coinbase, Inc., 87 F.4th 1003, 1009 (9th Cir. 2023)
- Lim v. TForce Logistics, LLC, 8 F.4th 992, 999 (9th Cir. 2021)
- Kilgore v. KeyBank, Nat'l Ass'n, 718 F.3d 1052, 1058 (9th Cir. 2013)
- Green Tree Fin. Corp.-Alabama v. Randolph, 531 U.S. 79, 92 (2000)
- Hansen v. LMB Mortg. Servs., Inc., 1 F.4th 667, 670 (9th Cir. 2021)
- Curry v. Matividad Med. Ctr., No. 5:11-CV-04662-EJD, 2013 WL 2338110, at *1-2 (N.D. Cal. May 28, 2013)
- Celotex Corp. v. Catrett, 477 U.S. 317, 323 (1986)
- Oberstein v. Live Nation Ent., Inc., 60 F.4th 505, 512-13 (9th Cir. 2023)
- Knutson v. Sirius XM Radio Inc., 771 F.3d 559, 566 (9th Cir. 2014)
- Berman v. Freedom Fin. Network, LLC, 30 F.4th 849, 855-57 (9th Cir. 2022)
- Keebaugh v. Warner Bros. Ent. Inc., 100 F.4th 1005, 1014, 1019 (9th Cir. 2024)
- Sellers v. JustAnswer LLC, 289 Cal. Rptr. 3d 1, 16, 29 (Cal. Ct. App. 2023)
- Moyer v. Chegg, Inc., No. 22-CV-09123-JSW, 2023 WL 4771181, at *4 (N.D. Cal. July 25, 2023)
- Pizarro v. QuinStreet, Inc., No. 22-CV-02803-MMC, 2022 WL 3357838, at *3 (N.D. Cal. Aug. 15, 2022)
- Ghazizadeh v. Coursera, Inc., 737 F. Supp. 3d 911 (N.D. Cal. 2024)
- Chiron Corp. v. Ortho Diagnostic Sys., Inc., 207 F.3d 1126, 1131 (9th Cir. 2000)
- Kramer v. Toyota Motor Corp., 705 F.3d 1122, 1128 (9th Cir. 2013)
- Herrera v. Cathay Pac. Airways Ltd., 104 F.4th 702, 707 & n.5 (9th Cir. 2024)
- Calhoun v. Google LLC, 526 F. Supp. 3d 605, 619 (N.D. Cal. 2021)
- Perry-Hudson v. Twilio, Inc., No. 24-CV-03741-VC, 2024 WL 4933332, at *2 (N.D. Cal. Dec. 2, 2024)
- Hunt v. Meta Platforms, Inc., 735 F. Supp. 3d 1133, 1137 (N.D. Cal. 2024)
- Smith v. Spizzirri, 601 U.S. 472, 475-76 (2024)