

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
CALIFORNIA

Martinez v. Choose Your Horizon, Inc.

No. 24-cv-02798-LB, Order (N.D. Cal. Aug. 31, 2025) · No. 24-cv-02798-LB · Decided September 1, 2025

SUMMARY

The United States District Court for the Northern District of California denies Choose Your Horizon, Inc.’s motion to dismiss for lack of personal jurisdiction and grants its motion to compel plaintiff Karen Martinez’s claims to arbitration. The court concludes that CYH purposefully directed its activities toward California and that exercising specific personal jurisdiction is reasonable. It also holds that Martinez accepted a valid, non-unconscionable arbitration agreement encompassing her privacy claims.

CASE DETAILS

COURT	United States District Court for the Northern District of California
WRITING FOR THE COURT	Laurel Beeler
JURISDICTION	United States District Court for the Northern District of California
DECIDED	September 1, 2025
DOCKET	24-cv-02798-LB
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiffs brought a putative class action alleging that Choose Your Horizon, Inc. intercepted and disclosed personally identifying and personal health information in violation of California privacy law. Defendant moved to dismiss for lack of personal jurisdiction and alternatively moved to compel arbitration of plaintiff Karen Martinez's claims.
STANDARD OF REVIEW	On a motion challenging personal jurisdiction based on written materials without an evidentiary hearing, the plaintiff need make only a prima facie showing of jurisdictional facts; uncontroverted allegations are taken as true and factual conflicts are resolved in the plaintiff's favor. For a motion to compel arbitration, the court determines whether a valid arbitration agreement exists and whether it encompasses the dispute.
PRECEDENTIAL VALUE	unpublished district court order; persuasive authority only

PARTIES

Karen Martinez, Eli Silva v. Choose Your Horizon, Inc.

TOPICS

personal jurisdiction

arbitration

contracts

consumer protection

civil procedure

PRACTICE AREAS

civil procedure

arbitration

contracts

consumer protection

privacy law

personal jurisdiction

QUESTIONS PRESENTED

1. Whether the court had specific personal jurisdiction over CYH based on its contacts with California customers and the alleged interception of their personal information.
2. Whether CYH's arbitration agreement was procedurally or substantively unconscionable under California law.
3. Whether the broad arbitration clause encompassed plaintiffs' privacy claims.
4. Whether the arbitration clause applied to Martinez's claims based on alleged information collection occurring before her acceptance of the terms of service.

HOLDINGS

1. The court had specific personal jurisdiction over CYH because CYH knowingly conducted business with California customers, required and facilitated their communications with California clinicians, and allegedly intercepted their personal information in connection with those California contacts.
2. The arbitration agreement was enforceable because Martinez failed to establish both procedural and substantive unconscionability.
3. The arbitration clause covered Martinez's privacy claims because those claims arose out of or related to her use of CYH's site and services and the business transaction in which CYH collected her information.
4. The arbitration clause applied to Martinez's privacy claims even to the extent the alleged information collection preceded her acceptance of the terms, because the clause contained no temporal limitation and the claims related to her subsequent use of CYH's site and services.

KEY QUOTATIONS

“There is personal jurisdiction: CYH did business with known California customers, required and facilitated their communication with California medical clinicians, and intercepted their personal identifying information.” (at 3)

“CYH’s contacts with California are express aiming because they are its choices and are not random, isolated, or fortuitous.” (at 6)

“The court’s role under the Act is therefore limited to determining (1) whether a valid agreement to arbitrate exists and, if it does, (2) whether the agreement encompasses the dispute.” (at 13)

“What matters is the substance of the claims, not their timing.” (at 17)

FACTUAL BACKGROUND

Choose Your Horizon, Inc. operated a nationwide website selling prescription oral ketamine treatments and serving customers in California. California plaintiffs Karen Martinez and Eli Silva completed health questionnaires, and Martinez purchased ketamine treatments; CYH required customers to provide identifying and health information, communicate with medical clinicians, and accept linked terms of service and privacy policies. Plaintiffs alleged that CYH intercepted their personally identifying and personal health information and disclosed it to third parties, including through Facebook-related advertising. Martinez accepted CYH's terms of service before completing her purchase and scheduling a mandatory clinician consultation.

PROCEDURAL HISTORY

The action was filed in the Northern District of California under the Class Action Fairness Act. The parties consented to magistrate-judge jurisdiction. The court denied the motion to dismiss for lack of personal jurisdiction, compelled Martinez's claims to arbitration, and stayed her case pending arbitration; plaintiff Silva was not subject to the arbitration motion.

DISPOSITION

other

CASES CITED

- *Briskin v. Shopify, Inc.*, 135 F.4th 739, 745–46, 752–60 (9th Cir. 2025) (en banc)
- *Ranza v. Nike, Inc.*, 793 F.3d 1059, 1068 (9th Cir. 2015)
- *Doe v. Unocal Corp.*, 248 F.3d 915, 922 (9th Cir. 2001)
- *Williams v. Yamaha Motor Co.*, 851 F.3d 1015 (9th Cir. 2017)
- *Mavrix Photo, Inc. v. Brand Technologies, Inc.*, 647 F.3d 1218, 1223, 1230 (9th Cir. 2011)
- *Herbal Brands, Inc. v. Photoplaza, Inc.*, 72 F.4th 1085, 1088–92, 1096 (9th Cir. 2023)
- *World-Wide Volkswagen Corp. v. Woodson*, 444 U.S. 286, 291, 297 (1980)
- *International Shoe Co. v. State of Washington*, *International Shoe Co. v. Washington*, 326 U.S. 310, 316 (1945)
- *Bristol-Myers Squibb Co. v. Superior Court*, 582 U.S. 255, 262 (2017)
- *Walden v. Fiore*, *Walden v. Fiore*, 571 U.S. 277, 280–81, 284–90 (2014)
- *Schwarzenegger v. Fred Martin Motor Co.*, 374 F.3d 797, 802 (9th Cir. 2004)
- *Picot v. Weston*, 780 F.3d 1206, 1211–12 (9th Cir. 2015)
- *Burger King Corp. v. Rudzewicz*, *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 476–77 (1985)
- *Washington Shoe Co. v. A-Z Sporting Goods Inc.*, 704 F.3d 668, 672–73 (9th Cir. 2012)
- *Yahoo! Inc. v. La Ligue Contre Le Racisme et L’Antisemitisme*, 433 F.3d 1199, 1206 (9th Cir. 2006) (en banc) (per curiam)

- *AMA Multimedia, LLC v. Wanat*, 970 F.3d 1201, 1210–11 (9th Cir. 2020)
- *Ford Motor Co. v. Montana Eighth Judicial District Court*, 592 U.S. 351, 355, 359, 363, 365 (2021)
- *Ayla, LLC v. Alya Skin Pty. Ltd.*, 11 F.4th 972, 983 (9th Cir. 2021)
- *Yamashita v. LG Chem, Ltd.*, 62 F.4th 496, 504–05 (9th Cir. 2023)
- *Henry Schein, Inc. v. Archer & White Sales, Inc.*, 586 U.S. 63, 67 (2019)
- *Poublon v. C.H. Robinson Co.*, 846 F.3d 1251, 1259–60 (9th Cir. 2017)
- *AT&T Mobility LLC v. Concepcion*, *AT&T Mobility LLC v. Concepcion*, 563 U.S. 333, 339 (2011)
- *Dean Witter Reynolds, Inc. v. Byrd*, 470 U.S. 213, 218 (1985)
- *Chiron Corp. v. Ortho Diagnostic Systems, Inc.*, 207 F.3d 1126, 1130 (9th Cir. 2000)
- *Doctor’s Associates, Inc. v. Casarotto*, 517 U.S. 681, 687 (1996)
- *Pinnacle Museum Tower Ass’n v. Pinnacle Market Development (US), LLC*, 55 Cal. 4th 223, 236 (2012)
- *Armendariz v. Foundation Health Psychcare Services, Inc.*, 24 Cal. 4th 83, 110–15, 121–27 (2000)
- *Sanchez v. Valencia Holding Co.*, 61 Cal. 4th 899, 910 (2015)
- *Oberstein v. Live Nation Entertainment, Inc.*, 60 F.4th 505, 515–16 (9th Cir. 2023)
- *Cordas v. Uber Technologies Inc.*, 228 F. Supp. 3d 985, 990 (N.D. Cal. 2017)
- *OTO, L.L.C. v. Kho*, 8 Cal. 5th 111, 128 (2019)
- *A&M Produce Co. v. FMC Corp.*, 135 Cal. App. 3d 473, 490 (1982)
- *Stanfield v. Tawkify, Inc.*, 517 F. Supp. 3d 1002, 1006 (N.D. Cal. 2021)
- *Aronow v. Superior Court*, 76 Cal. App. 5th 865, 886 (2022)
- *Jackson v. Amazon.com, Inc.*, 65 F.4th 1093, 1095, 1101–03 (9th Cir. 2023)
- *Simula, Inc. v. Autoliv, Inc.*, 175 F.3d 716, 721–25 (9th Cir. 1999)
- *Azevedo v. Comcast Cable Communications LLC*, No. 5:19-CV-01225-EJD, 2019 WL 5102607, at *6 (N.D. Cal. Oct. 11, 2019)
- *Trujillo v. Gomez*, No. 14cv2483 BTM (BGS), 2015 WL 1757870, at *8 (S.D. Cal. Apr. 17, 2015)
- *Castro v. ABM Industries, Inc.*, No. 17-cv-3026-YGR, 2018 WL 2197527, at *4 (N.D. Cal. May 14, 2018)
- *Smith v. Spizzirri*, 601 U.S. 472, 474, 476–78 (2024) (per curiam)

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