

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
TEXAS, HOUSTON DIVISION

Katherine Sarigumba v. Universal Music Group, Inc.

Sarigumba · No. H-25-2578 · Decided January 13, 2026

SUMMARY

The United States District Court for the Southern District of Texas granted Universal Music Group, Inc.'s motion to transfer venue in Katherine Sarigumba's FLSA retaliation action. The court held that UMG, although not a party to the contract between Sarigumba and Leading Edge Connections, LLC, could enforce the contract's forum-selection clause because UMG was closely related to a signatory, and ordered transfer to the United States District Court for the Middle District of Florida.

CASE DETAILS

COURT	United States District Court for the Southern District of Texas, Houston Division
WRITING FOR THE COURT	David Hittner
JURISDICTION	United States District Court for the Southern District of Texas
DECIDED	January 13, 2026
DOCKET	H-25-2578
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff brought an FLSA retaliation claim in the Southern District of Texas. Defendant moved to transfer the action to the Middle District of Florida to enforce a forum-selection clause in an agreement between plaintiff and a nonparty staffing company.
STANDARD OF REVIEW	The court independently reviewed the contract and applied the federal forum-selection-clause transfer framework under <i>Atlantic Marine</i> .
PRECEDENTIAL VALUE	Unpublished district court order; persuasive authority only

TOPICS

- venue
- civil procedure
- retaliation
- employment law
- contracts

PRACTICE AREAS

- civil procedure
- employment law
- contracts
- FLSA retaliation

QUESTIONS PRESENTED

1. Whether Universal Music Group, as a non-signatory to the Independent Contractor Agreement between Sarigumba and LEC, could enforce the agreement's forum-selection clause under the closely related doctrine.
2. Whether the forum-selection clause was valid despite alleged inconsistencies in the agreement's dates.
3. Whether the action should be transferred notwithstanding Sarigumba's arguments that venue was proper in Texas and that transfer would prejudice her.

HOLDINGS

1. A non-signatory closely related to a signatory and the underlying employment relationship may enforce the contract's forum-selection clause. Because Sarigumba would not have performed services for UMG but for the agreement with LEC, UMG was closely related to LEC with respect to Sarigumba's employment and could enforce the clause.
2. The Independent Contractor Agreement was valid and contained a valid forum-selection clause despite the alleged inconsistent dates.
3. When a valid forum-selection clause controls, the plaintiff bears the burden of showing that transfer to the selected forum is unwarranted, and the court considers public interests rather than the parties' private convenience interests. Sarigumba's arguments that venue was proper in Texas and that transfer would be privately inconvenient or prejudicial did not defeat transfer.

KEY QUOTATIONS

“When a valid forum selection clause is found, “that forum-selection. [clause] should control except in unusual cases.”” (Analysis section)

“Lastly, when considering a motion to transfer in light of a forum selection clause, the court considers only public interests and “should not consider the parties’ private interests[.]”” (Analysis section)

FACTUAL BACKGROUND

Katherine Sarigumba worked as a customer service representative for Universal Music Group through staffing company Leading Edge Connections, LLC. Sarigumba and LEC entered into an Independent Contractor Agreement on February 24, 2022, containing an exclusive forum-selection clause selecting the federal and state courts located in Hillsborough County, Florida. Sarigumba later sued UMG for alleged retaliatory termination based on FLSA-related protected activity and other complaints, and UMG sought transfer to the Middle District of Florida.

PROCEDURAL HISTORY

Sarigumba filed suit against Universal Music Group, Inc. on June 4, 2025. UMG moved to transfer venue on October 6, 2025, and Sarigumba opposed the motion. After considering the parties' submissions and the forum-selection clause in the independent contractor agreement, the court granted the motion and transferred the case to the United States District Court for the Middle District of Florida.

DISPOSITION

other

REMAND INSTRUCTIONS

The case was ordered transferred to the United States District Court for the Middle District of Florida.

CASES CITED

- Erickson v. Paradus, 551 U.S. 89, 94 (2007)
- Atlantic Marine Const. Co., Inc. v. U.S. Dist. Court for W. Dist. of Tex., 571 U.S. 49, 51 (2013)
- Franlink Incorporated v. BACE Services, Incorporated, 50 F.4th 432, 445 (5th Cir. 2022)
- Barnett v. Dynocorp Int'l, LLC, 831 F.3d 296, 300 (5th Cir. 2016)

OPINION

Southern District of Texas ENTERED January 13, 2026 IN THE UNITED STATES DISTRICT COURT Nathan Ochsner, Clerk FOR THE SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION KATHERINE SARIGUMBA, § § Plaintiff, § § § Civil Action No. H-25-2578 § UNIVERSAL MUSIC GROUP, INC., § § Defendant. § ORDER Pending before the Court is Defendant's Motion to Transfer Venue (Document No. 21).

Having considered the motion, submissions, and applicable law, the Court determines that the motion should be granted. I. BACKGROUND This case involves alleged violations of the Fair Labor Standards Act ("FLSA"). Plaintiff Katherine Sarigumba ("Sarigumba") previously worked as a customer service representative for Defendant Universal Music Group, Inc. ("UMG").

Sarigumba was staffed to work for UMG through a staffing company, a non-party to this matter, Leading Edge Connections, LLC ("LEC"). On February 24, 2022, Sarigumba and LEC entered into an Independent Contractor Agreement (the "Contract"). Sarigumba alleges that she was unlawfully terminated in retaliation for "(1) participating in an FLSA lawsuit against...

LEC[;] (2) filing] a formal complaint with the Texas Workforce Commission[;] and (3) complaining that UMG improperly classified her as an independent contractor[.]” Based on the foregoing, on June 4, 2025, Sarigumba filed suit in this Court, pursuant to federal question jurisdiction, asserting a claim against UMG for “retaliatory termination for engaging in protected activities under the FLSA[.]”^{*} On October 6, 2025, UMG moved to transfer venue to the Middle District of Florida.

On December 5, 2025, Sarigumba responded in opposition.¹ I. LAW & ANALYSIS UMG contends that venue should be transferred “[t]o enforce [the] forum. selection clause[.]”[>] Sarigumba contends that UMG’s motion to transfer should be denied because venue is proper in

the Southern District of Texas.^o The Court! Plaintiffs Complaint, Document No. 1 at 1. 2 Plaintiff's Complaint, Document No. 1 at 7.

3 See Defendant's Motion to Transfer Venue, Document No. 21 at 1. 4 See Plaintiff's Opposition to Defendant's Motion to Transfer Venue, Document No. 28 at 1. The Court notes its prior October 17, 2025, Order staying this matter for 45 days and extending Sarigumba's deadline to respond to UMG's motion to transfer. Order Granting Motion to Stay, Document No. 23 at 1-2.

As such, Sarigumba's response is timely filed and the Court will fully consider it. 5 Defendant's Motion to Transfer Venue, Document No. 21 at 4. 6 Plaintiffs Opposition to Defendant's Motion to Transfer Venue, Document No. 28 at 1. construes all pro se filings liberally. See *Erickson v. Pardus*, 551 U.S. 89, 94 (2007).

The Supreme Court has long held that a forum selection clause can be enforced by a motion to transfer. See *Atlantic Marine Const. Co., Inc. v. U.S. Dist. Court for W. Dist. of Tex.*, 571 U.S. 49, 51 (2013). When a valid forum selection clause is found, "that forum-selection. [clause] should control except in unusual cases." *Jd.* Furthermore, when a forum selection clause controls, the plaintiff, "as the party defying the forum-selection clause, has the burden of establishing that a transfer to the forum for which the parties bargained is. unwarranted." *Jd.*

Lastly, when considering a motion to transfer in light of a forum selection clause, the court considers only public interests and "should not consider the parties' private interests[.]" *Jd.* Most pertinent here, the Fifth Circuit has held that "the closely- related doctrine may under limited circumstances bind non-signatories to a contract's forum selection clause[.]" *Franlink Incorporated v. BACE Services, Incorporated*, 50 F.4th 432, 445 (Sth Cir.

2022). Here, UMG contends that there is a valid forum selection clause, that enforcement of said clause favors public interests, and that UMG, as a closely related party, may enforce the clause. In response, Sarigumba contends that UMG was not a party to the agreement in which the forum selection clause was signed, and thus, cannot. enforce it. Sarigumba further contends that "transfer would prejudice plaintiff[.]" that "venue is proper in this district[.]" and that the clause is invalid.' The Court will consider, in turn, each of Sarigumba's objections to UMG's motion to transfer.

First, UMG contends that it can enforce the forum selection clause between Sarigumba and LEC.® In response, Sarigumba contends that UMG may not enforce the forum selection clause contending that "[a] nonce cannot dictate venue."? A review of the record in this matter reveals that "[b]ut for the Contractor Agreement, [between LEC and Sarigumba] Plaintiff [Sarigumba] would not have performed services for UMG."!° As such, the Court finds that UMG was closely related to LEC with respect to Sarigumba's employment.

Given the Fifth Circuit's clear guidance that a non-party to a ponte? can enforce a forum selection clause when they are closely related to a signatory, the Court finds that UMG can enforce the

forum selection clause.

The Court will now consider Sarigumba's remaining arguments.. ' Plaintiff's Opposition to Defendant's Motion to Transfer Venue, Document No. 28 at 1-2. 8 Defendant's Motion to Transfer Venue, Document No. 21 at 9. * Plaintiff's Opposition to Defendant's Motion to Transfer Venue, Document No. 28 at 3. 10 Defendant's Motion to Transfer Venue, Document No. 21 at 10.

UMG contends that there is a valid forum selection clause and that enforcement of the clause favors public interests." In response, Sarigumba challenges the validity of the clause citing "inconsistent dates[,]” contends that a transfer would “prejudice plaintiff[,]” and further contends that venue is proper in the Southern District of Texas under U.S.C. § 1391.'?

Sarigumba argues that “[t]he ICA [Contract] includes inconsistent dates such as ‘03/2022-02/2022,’ making it facially invalid.”!? The Court has conducted, in detail, an independent review of the Contract between Sarigumba and LEC. Sarigumba appears to be contending that the language “[t]he effective date and start date of this role will be March 4, 2022[,]” and “offer will expire at February 25, 2022” is inconsistent and makes the contract invalid.'4 Even construing the language liberally in favor of Sarigumba's argument, the Court is unable to reach an interpretation that would suggest the language is inconsistent or invalidates the agreement.

A further review of the Contract reveals that Sarigumba signed the agreement on February 24, 2022, a day prior to the '! Defendant's Motion to Transfer Venue, Document No. 21 at 6-7. 2 Plaintiff's Opposition to Defendant's Motion to Transfer Venue, Document No. 28 at 1-2. '3 Plaintiff's Opposition to Defendant's Motion to Transfer Venue, Document No. 28 at 2.

14 See Plaintiff's Opposition to Defendant's Motion to Transfer Venue, Document No. 28 at 2; Defendant's Motion to Transfer Venue, Document No. 21, Exhibit 2 at 2 [Independent Contractor Agreement]. expiration of the agreement.'!° Based on the foregoing, and the Court's own independent review of the Contract, the Court finds that Sarigumba entered a valid contract with LEC containing a valid forum selection clause.'® The Court will now consider Sarigumba's contentions that transfer would be prejudicial and that venue is currently proper.

Sarigumba contends, in relevant part, that “venue is proper in this district under 28.U.S.C. § 1391(b)(2)” and that transfer would be prejudicial.!’ In reply, UMG contends that while § 1391 governs venue generally, parties “waive the right to challenge the preselected forum as inconvenient or less convenient for themselves or their witnesses.”® UMG further contends that, based on the foregoing, Sarigumba's arguments related to Texas being a proper forum and the private difficulties that transfer may impose “are not relevant in this context, even if [they] □□ '5 See Independent Contractor Agreement, Document No. 21, Exhibit 2 at 9.

'6 See Independent Contractor Agreement, Document No. 21, Exhibit 2 at 8 (“The parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Hillsborough

County, Florida, in any action arising out of or related to this agreement.”). "7 Plaintiff's Opposition to Defendant's Motion to Transfer Venue, Document No. 28 at 1. 18 Defendant's Reply Memorandum in Response to Plaintiff's Opposition to Motion to Transfer Venue, Document No 29 at 3 (quoting Atl.

Marine Constr. Co. v. U.S. Dist. Court. For W. Dist. of Tex., 571 U.S. 49 (2013); Barnett v. Dynocorp Int'l, LLC, 831 F.3d 296, 300 (Sth Cir. 2016)). werseo meahcocwu raDteefe nwdhdaiincsthp1 u9Bt aessoe.ntd" h foer egothien g; UniStteadSt uepsr Ceomuerc tl'egsau ri dtahniactnle, i gohfatf orsueml oenc ti claounspleuy,b falcitcoo afrt sr anasrtfeebor e c onsiadnetdrh Feeid ftC;hi rcuit'. cglueiadtrah naafc toe r sueml eccltaiguoessne e croanltwlriyort lehss t pfoeo crutm nocno nvearngiuemnetsnh Cteos u,fir ntdt shS aatr igsuc mobnat'er netlitaootn esd prifavcattaoenrt dshv ea liodtfih cteuy r vreennautrle ear gieerllrye wviartnehts pect ttoh per emsoetnito n. Basoentd hfo er egoanidtn hUgen, i StteadSt uepsrC eomuerc tl'gesua ird ance thaav ta lfoirdus me leccltaiuosne gentehrCeaolufilrnytdt shct aohtmn atstr toelrs, shobuetl rda nsifeanrc rceodrw diattnhhfoce re u sme leccltaiouotfsnh Ce eo ntract.

IIICIO.NCLUSION Basoentd h feog roei tnhCgeo, u rt hereby ORDERtShD aetfe ndMaonttti'Toosr n a nVsefenr(u Deo cuNmoe2.n1 it)s GRANTETDhC.eo ufurrtt her ORDERtSht ahtci asis TseR ANSFERtRotE hUDen iStteadDt iesst rict Courfotr th eMiddDliest torFfi lcorida. 19D efenRdeapnMltey'm so rainRnde usmp toPon lsaenOtpipffo'stsiMo to itoino n toT ranVsefenrDu oec,u mNeo2n.9t 3 a.t SIGNED at Houston, Texas, on this | 3 day of January, 2026.

DAVID HITTNER United States District Judge