

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 Atlantic Marine.
PRECEDENTIAL VALUE	Unpublished district court order; persuasive authority only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. Parodus, 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)

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