

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
CALIFORNIA

Crano v. Sojern, Inc.

Crano · No. 3:25-cv-02600-JSC · Decided September 19, 2025

SUMMARY

The United States District Court for the Northern District of California denied Sojern’s motion to transfer venue based on forum-selection clauses in Hilton’s website and loyalty-program agreements. The court held that Sojern had not established that Plaintiff agreed to those provisions. The court granted Sojern’s motion to dismiss, concluding that Plaintiff inadequately pleaded claims under the California Invasion of Privacy Act and the federal Wiretap Act, while denying the Article III standing challenge without prejudice.

CASE DETAILS

COURT	United States District Court for the Northern District of California
WRITING FOR THE COURT	Jacqueline Scott Corley
JURISDICTION	United States District Court for the Northern District of California
DECIDED	September 19, 2025
DOCKET	3:25-cv-02600-JSC
DISPOSITION	other
PROCEDURAL POSTURE	Putative class action in which Defendant moved to transfer venue under 28 U.S.C. § 1404(a), or alternatively to dismiss for lack of Article III standing and failure to state a claim under Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6).
STANDARD OF REVIEW	For transfer under 28 U.S.C. § 1404(a), the court weighs convenience and public-interest factors, giving controlling weight to a valid forum-selection clause and disregarding the plaintiff’s choice of forum and private-interest arguments. On a Rule 12(b)(6) motion, the court determines whether the complaint plausibly states a claim. Article III standing requires injury in fact, traceability, and redressability.
PRECEDENTIAL VALUE	unpublished
PARTIES	Suellen Crano v. Sojern, Inc.

TOPICS

venue

motions to dismiss

standing

consumer protection

civil procedure

PRACTICE AREAS

civil procedure

contracts

consumer protection

privacy and electronic communications

QUESTIONS PRESENTED

1. Whether the action should be transferred to the Eastern District of Virginia under 28 U.S.C. § 1404(a) based on forum-selection clauses in Hilton's Site Usage Agreement and Hilton Honors Terms and Conditions.
2. Whether Plaintiff adequately alleged Article III standing.
3. Whether Plaintiff adequately stated claims under the California Invasion of Privacy Act.
4. Whether Plaintiff adequately stated a claim under the federal Wiretap Act.
5. Whether Plaintiff adequately stated a claim for invasion of privacy under the California Constitution.
6. Whether Plaintiff adequately stated a claim under California's Unfair Competition Law.
7. Whether Plaintiff adequately stated an unjust enrichment claim.

HOLDINGS

1. The motion to transfer was denied because Sojern failed to establish the existence of a valid agreement between Plaintiff and Hilton containing an enforceable forum-selection clause.
2. An online agreement is enforceable under an inquiry-notice theory only when the website provides reasonably conspicuous notice of the terms and the consumer takes an action unambiguously manifesting assent; Sojern did not establish those requirements.
3. The motion to dismiss for lack of Article III standing was denied without prejudice because Defendant's argument challenged the sufficiency of Plaintiff's claims rather than standing.
4. Plaintiff failed to state a claim under California Penal Code § 631(a)(2) because she did not plausibly allege that Sojern intercepted her communications while they were in transit; the derivative § 631(a)(3) claim therefore also failed.
5. Plaintiff failed to state a claim under the Federal Wiretap Act because the alleged crime-tort exception to one-party consent was unsupported by the inadequately pleaded CIPA claim, and Plaintiff did not plausibly allege that the information constituted protected guest records under California Civil Code § 53.5.
6. Plaintiff failed to state a California constitutional invasion-of-privacy claim because she did not show that the tracked information was covered by California Civil Code § 53.5.
7. Plaintiff failed to state a UCL claim under either the unlawful or unfair prong because the predicate statutory claims failed and the unfair-prong allegations were conclusory.
8. Plaintiff failed to state an unjust enrichment claim because she did not state a claim for unlawful conduct underlying the alleged benefit.

KEY QUOTATIONS

“Accordingly, when presented with such an agreement, the court must disregard plaintiff’s choice of forum and the parties’ private interests.” (Discussion § I)

“an enforceable contract will be found based on an inquiry notice theory only if: (1) the website provides reasonably conspicuous notice of the terms to which the consumer will be bound; and (2) the consumer takes some action, such as clicking a button or checking a box, that unambiguously manifests his or her assent to those terms.” (Discussion § I.A.1)

“Plaintiff thus has not alleged the information is intercepted while in transit and fails to state a claim under Section 631(a)(2).” (Discussion § II.B.1)

FACTUAL BACKGROUND

Plaintiff alleged that she used Hilton.com in April 2024 and Marriott.com in August 2023 to search for and book hotel rooms. She alleged that Sojern's tracking technology on those websites collected information including hotel identification, hotel location, room price, number of rooms, booking dates, and the fact that she completed reservations, without her consent. She asserted that the collection and use of this information violated federal and California privacy laws and conferred an economic benefit on Sojern.

PROCEDURAL HISTORY

Plaintiff filed the action in March 2025 and then filed a First Amended Complaint adding allegations concerning Marriott.com and asserting claims under the California Invasion of Privacy Act, California's Unfair Competition Law, unjust enrichment, the federal Wiretap Act, and the California Constitution. The Court denied the motion to transfer, denied the standing-based motion to dismiss without prejudice, and granted the motion to dismiss for failure to state a claim, allowing amendment by October 16, 2025.

DISPOSITION

other

REMAND INSTRUCTIONS

No remand. Plaintiff may file an amended complaint by October 16, 2025, may not add new defendants or claims without further leave of Court, and the amendment must address the deficiencies identified in the order.

CASES CITED

- Atl. Marine Constr. Co. v. U.S. Dist. Ct. for W. Dist. of Tex., 571 U.S. 49, 62-67 (2013)
- Manetti-Farrow, Inc. v. Gucci Am., Inc., 858 F.2d 509, 513-14 & n.4 (9th Cir. 1988)
- Nagrampa v. MailCoups, Inc., 469 F.3d 1257, 1267 (9th Cir. 2006)
- Keebaugh v. Warner Bros. Ent. Inc., 100 F.4th 1005, 1012, 1014 (9th Cir. 2024)
- Berman v. Freedom Fin. Network, LLC, 30 F.4th 849, 855-56, 866 (9th Cir. 2022)
- Sellers v. JustAnswer LLC, 73 Cal. App. 5th 444, 463-64, 481 (2021)

- Godun v. JustAnswer LLC, 135 F.4th 699, 709-10 (9th Cir. 2025)
- Whalen v. NBA Props., Inc., No. 25-CV-01030-CRB, 2025 WL 1948591, at *3 (N.D. Cal. July 16, 2025)
- Holland Am. Line Inc. v. Wartsila N. Am., Inc., 485 F.3d 450, 455-56 (9th Cir. 2007)
- TransUnion LLC v. Ramirez, 141 S. Ct. 2190, 2203 (2021)
- Lujan v. Defenders of Wildlife, 504 U.S. 555, 560-61 (1992)
- Muslim Advocs. v. U.S. Dep't of Just., No. 18-CV-02137-JSC, 2019 WL 3254230, at *7 (N.D. Cal. July 19, 2019)
- Tavernetti v. Superior Ct., 22 Cal. 3d 187, 192 (1978)
- Yockey v. Salesforce, 688 F. Supp. 3d 962, 970 (N.D. Cal. 2023)
- Hammerling v. Google LLC, 615 F. Supp. 3d 1069, 1093 (N.D. Cal. 2022)
- S.D. v. Hytto Ltd., No. 18-CV-00688-JSW, 2019 WL 8333519, at *6 (N.D. Cal. May 15, 2019)
- Valenzuela v. Keurig Green Mountain, Inc., 674 F. Supp. 3d 751, 758 (N.D. Cal. 2023)
- Hazel v. Prudential Fin., Inc., No. 22-cv-07465-CRB, 2023 WL 3933073, at *2 (N.D. Cal. June 9, 2023)
- Mastel v. Miniclip SA, 549 F. Supp. 3d 1129, 1137 (E.D. Cal. 2021)
- In re Yahoo Mail Litig., 7 F. Supp. 3d 1016, 1026 (N.D. Cal. 2014)
- Doe v. Meta Platforms, Inc., 690 F. Supp. 3d 1064, 1077 (N.D. Cal. 2023)
- In re Facebook, Inc. Internet Tracking Litig., 956 F.3d 589, 601 (9th Cir. 2020)
- Snyder v. G6 Hosp. LLC, No. 5:24-CV-02423-AH-(SHKX), 2025 WL 1254382, at *4 (C.D. Cal. Apr. 14, 2025)
- Cel-Tech Commc'ns, Inc. v. Los Angeles Cellular Tel. Co., 20 Cal. 4th 163, 180 (1999)
- Aleksick v. 7-Eleven, Inc., 205 Cal. App. 4th 1176, 1185 (2012)
- Warren v. PNC Bank Nat'l Ass'n, No. 22-CV-07875-WHO, 2023 WL 3182952, at *10 (N.D. Cal. Apr. 30, 2023)
- Landers v. Quality Commc'ns, Inc., 771 F.3d 638, 644 (9th Cir. 2014), as amended (Jan. 26, 2015)
- Astiana v. Hain Celestial Grp., 783 F.3d 753, 762 (9th Cir. 2015)
- Doe I v. Google LLC, 741 F. Supp. 3d 828, 849 (N.D. Cal. 2024)