

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

JOSEPHINE E. BACCAY,  
  
Plaintiff,  
  
v.  
  
HEARTLAND PAYMENT SYSTEMS,  
LLC, and HEARTLAND PAYMENT  
SOLUTIONS, INC.,  
  
Defendants.

No. 2:17-cv-01356-JAM-AC

**ORDER GRANTING DEFENDANTS'  
MOTION TO TRANSFER VENUE**

Plaintiff Josephine E. Baccay sues Defendants Heartland Payment Systems, LLC and Heartland Payment Solutions, Inc. for allegedly violating the federal Fair Credit Report Act and its California state-law equivalents. Compl., ECF No. 1-3. But the parties executed a Sales Employee Agreement, which contained a forum-selection clause designating the U.S. District Court for the District of New Jersey as the exclusive forum for this suit. See Parrish Decl., ECF No. 5-1, Ex. E ¶ 17. Citing this clause, Defendants now move under 28 U.S.C. § 1404(a) to transfer venue. Mot. & Mem., ECF No. 5. "When parties have agreed to a valid forum-selection clause, a district court should ordinarily

1 transfer the case to the forum specified in that clause." Atl.  
2 Marine Constr. Co. v. United States Dist. Court for the W. Dist.  
3 of Tex., 134 S. Ct. 568, 581 (2013). This is particularly true  
4 where, as here, the § 1404(a) motion is unopposed. Pl.'s  
5 Statement of Non-Opposition, ECF No. 12. The Court therefore  
6 GRANTS Defendants' motion to transfer venue. This case will  
7 proceed in the U.S. District Court for the District of New  
8 Jersey.<sup>1</sup>

9 IT IS SO ORDERED.

10 Dated: September 29, 2017

11  
12   
13 JOHN A. MENDEZ,  
14 UNITED STATES DISTRICT JUDGE  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

27 <sup>1</sup> This motion was determined to be suitable for decision without  
28 oral argument. E.D. Cal. L.R. 230(g). The hearing was  
scheduled for October 3, 2017.