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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

KARETHA DODD,
Plaintiff,
v.
IGATE TECHNOLOGIES, INC., et al.,
Defendants.

Case No. [15-cv-00431-VC](#)

ORDER

The court is tentatively of the view that the forum selection clause is ambiguous about whether the parties contemplated that litigation could proceed in the Northern District of California. This conclusion would result in a remand to Alameda County Superior Court, because the ambiguity should be construed against the drafter of the clause, which in this case was iGATE. However, it's not clear that the forum selection clause applies to this lawsuit in the first place. The forum selection clause applies to "any proceeding by the Company or Employee to enforce their rights hereunder" – that is, under the employment contract. The rights Dodd asserts in this lawsuit do not appear to be rights conferred by contract; they appear to be rights conferred by statutory and tort law that would exist independent of the employment contract. *Cf. Cotter v. Lyft, Inc.*, 2014 WL 3884416, at *4 (N.D. Cal. Aug. 7, 2014). At tomorrow's hearing, the parties should be prepared to discuss this issue, including whether iGATE waived the issue by not raising it in opposition to the remand motion.

IT IS SO ORDERED.

Dated: April 1, 2015



VINCE CHHABRIA
United States District Judge