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11 JOSEPHINE E. BACCAY,
12 Plaintiff,
13 v.
14 HEARTLAND PAYMENT SYSTEMS,
15 LLC, and HEARTLAND PAYMENT
SOLUTIONS, INC.,
16 Defendants.

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

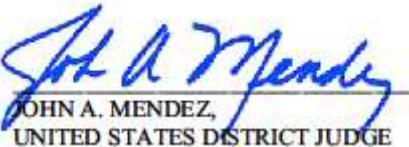
ORDER GRANTING DEFENDANTS' MOTION TO TRANSFER VENUE

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

9 IT IS SO ORDERED.

10 Dated: September 29, 2017


JOHN A. MENDEZ,
UNITED STATES DISTRICT JUDGE

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27 ¹ 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.