

## CIPA Claims Don't Always Travel Well

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We found an interesting California Invasion of Privacy Act case coming out of the Western District of Washington. In *Heinz v. Amazon.com, Inc.*, 2024 WL 2091108 (W.D. Wash., May 8, 2024), Plaintiff, like presumably most Americans, made some purchases on Amazon.com. While doing so, he was shown language that stated “by placing your order, you agree to Amazon’s privacy notice and conditions of use.”

Plaintiff also had text conversations with Amazon while using the chat feature and Plaintiff claimed to be unaware Amazon was recording these conversation. Plaintiff filed his initial complaint in California Superior Court alleging violations of California’s Invasion of Privacy Act (CIPA) and Unfair Competition Law (UCL). Amazon filed a motion to dismiss.

The problem for the Plaintiff is Amazon’s conditions of use has both a forum-selection clause and choice-of-law clause both of which said Washington state was proper, not California. So, the case was moved from California to the Western District of Washington.

The court analyzed both CIPA and UCL under choice-of-law analysis and found that Plaintiff failed to “carry his burden of showing an actual conflict between the [Washington Privacy Act] and CIPA or the [Washington Consumer Protection Act] and UCL.” Further, the court said “Because Washington law controls this dispute, Heinz’s complaint containing exclusively California claims fails to state a claim on which relief can be granted.” As such, Amazon’s motion to dismiss was granted and the Plaintiff’s complaint was dismissed.

The main takeaway from this case is pay attention to your forum selection clauses and choice-of-law provisions. They matter. Especially in state specific claims such as CIPA claims.

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National Law Review, Volume XIV, Number 135

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