

United States District Court
Northern District of California

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DEANNA FRIAS,
Plaintiff,
v.
AETNA LIFE INSURANCE
COMPANY, et al.,
Defendants.

Case No. 14-cv-03146-TEH

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

On September 15, 2014, Defendants Aetna Life Insurance Company and TriNet Employee Benefit Insurance Plan filed a motion to transfer this case from the Northern District of California to the District of Arizona. Mot. (Docket No. 20). Plaintiff filed her opposition (Docket No. 23) on September 29, 2014, and Defendants replied on October 6, 2014 (Docket No. 26). After reviewing the parties’ submissions, the Court finds further argument unnecessary, VACATES the hearing on the motion scheduled for October 27, 2014, and GRANTS Defendants’ motion to transfer venue for the reasons listed below.

BACKGROUND

Plaintiff Deanna Frias was employed by TriNet Group, Inc. (“TriNet”) as a Service Technician in Arizona. Compl. ¶ 3 (Docket No. 1). Plaintiff was at all relevant times, and to this Court’s knowledge remains, a resident of Maricopa County in Arizona. *Id.* ¶ 3. Aetna is a corporation with its principal place of business in the State of Connecticut, but is authorized to transact and does transact business in the Northern District of California. *Id.* ¶ 8. TriNet is a corporation with offices nationwide, including Arizona, but with its principle place of business in San Leandro, California. *Id.* ¶ 9; Ex. G to Valentine Decl. (Docket No. 21-7).

TriNet established and maintained an employee welfare benefit plan issued by Aetna with an effective date of October 1, 2010 (“the LTD Plan”). Compl. ¶¶ 3-6.

1 Plaintiff was a participant in the LTD Plan. *Id.* ¶ 3. Plaintiff alleges that while covered
2 under the Plan, she suffered from a disability due to multiple sclerosis, Ehlers Danlos
3 Syndrome, and other conditions. *Id.* ¶ 13. Plaintiff’s medical leave commenced on or
4 about March 17, 2010. *Id.* ¶ 14. She submitted a claim to Aetna for disability benefits and
5 received benefits from Aetna until on or about August 22, 2013, at which point Aetna
6 terminated her benefits. *Id.* ¶¶ 14-15.

7 Plaintiff’s records, submitted on behalf of her claim for benefits and provided to the
8 Court by Defendants, indicate that she was treated by numerous physicians and specialists
9 in Arizona. Ex. B to Valentine Decl. (Docket No. 21-2). Plaintiff applied for and received
10 benefits from the Arizona office of the Social Security Administration. Ex. D to Valentine
11 Decl. (Docket No. 21-4). Plaintiff’s claim was administered outside of California. Exs. C
12 & F to Valentine Decl. (Docket Nos. 21-3, 21-6).

13 Because Defendants can be found within the Northern District of California,
14 Plaintiff filed her ERISA action in this Court. Compl. ¶ 10; *see* 29 U.S.C. § 1132(e)(2)
15 (allowing plaintiffs to bring an ERISA action in any district where the defendant may be
16 found). Defendants do not dispute that they can be found in the Northern District of
17 California, and that venue is therefore proper in this District; instead, Defendants move the
18 Court to transfer these proceedings to the District of Arizona under 28 U.S.C. § 1404(a),
19 for the convenience of the parties and witnesses, in the interest of justice. Mot.; Reply at 1
20 (Docket No. 26).

21
22 **LEGAL STANDARD**

23 Under ERISA, a plaintiff may bring an action in any federal district where: (1) the
24 plan is administered; (2) the breach took place; (3) the defendant resides; or (4) the
25 defendant may be found. 29 U.S.C. § 1132(e)(2).

26 Nonetheless, a defendant can move for a transfer of venue under 28 U.S.C. §
27 1404(a). This statute provides, in relevant part, that “[f]or the convenience of parties and
28 witnesses, in the interest of justice, a district court may transfer any civil action to any

1 other district or division where it might have been brought” 28 U.S.C. § 1404(a).
2 Once it is established that a venue is appropriate in an alternative district, the district court
3 weighs eight factors in determining whether to transfer venue: (1) the plaintiff’s choice of
4 forum; (2) the convenience of the parties; (3) the convenience of witnesses; (4) the ease of
5 access to the evidence; (5) the familiarity of each forum with the applicable law; (6) the
6 feasibility of consolidation with other claims; (7) any local interest in the controversy; and
7 (8) the relative court congestion and the time of trial in each forum. *Jones v. GNC*
8 *Franchising, Inc.*, 211 F.3d 495 (9th Cir. 2000). A motion for transfer lies within the
9 broad discretion of the district court, and must be determined on an individualized basis.
10 *Id.* at 498. The party seeking transfer bears the burden of persuasion. *Commodity Futures*
11 *Trading Comm’n v. Savage*, 611 F.2d 270, 279 (9th Cir. 1979).

12

13 **DISCUSSION**

14 **A. Venue is proper in both the Northern District of California and the District**
15 **of Arizona.**

16 Plaintiff is correct that this case is properly filed in the Northern District of
17 California because Defendants can be found here. *See* 29 U.S.C. § 1132(e)(2). In fact,
18 Defendants do not dispute this. Reply at 1. However, Defendants are similarly correct that
19 this case could also have been filed in the District of Arizona, as Defendants can be found
20 in that District. *See Varsic v. U.S. Dist. Ct. for Centr. Dist. of Cal.*, 607 F.2d 245, 248 (9th
21 Cir. 1979) (stating that a defendant is “found” in any district where personal jurisdiction
22 can be asserted, *i.e.*, where defendant’s activities are “substantial” or “continuous and
23 systematic”). Regarding TriNet, the company has an office in Phoenix, Arizona, where
24 Plaintiff was employed. Compl. ¶ 3; Ex. G to Valentine Decl. (Docket No. 21-7). TriNet
25 can therefore be “found” in the District of Arizona. *See Couvrett v. Couvrett*, No. 12-
26 2771, 2013 WL 2898531, at *2 (S.D. Cal. June 13, 2013) (finding a branch office to be
27 sufficient to establish that there was personal jurisdiction over defendants in that district).
28 Regarding Aetna, Plaintiff does not dispute that the insurance company regularly conducts

1 business nationwide, including in Arizona, and can therefore be “found” in the District of
2 Arizona. Opp’n at 7 (“Plaintiff does not dispute that the action could have also been
3 brought in Arizona.”).

4 Venue is additionally proper in Arizona because that is where the breach took place.
5 See 29 U.S.C. § 1132(e)(2) (allowing an ERISA action to be brought where the breach
6 took place). Because Plaintiff is a resident of Arizona, she would have received benefits in
7 that state, and therefore the alleged breach took place in the District of Arizona. See *Teets*
8 *v. Great-West Life & Annuity Ins. Co.*, No. 2:14-1360, 2014 WL 4187306, at *2 (E.D. Cal.
9 Aug. 21, 2014) (“Courts liberally construe these provisions to find that a breach occurs
10 where the plan participant expects to receive benefits.”).

11 Consequently, venue is proper in both the Northern District of California and the
12 District of Arizona on multiple grounds.

13
14 **B. Transfer is granted for the convenience of the parties and witnesses, in the**
15 **interest of justice.**

16 Because venue is proper in both the Northern District of California and the District
17 of Arizona, Defendants have the burden of persuading the Court that this case should be
18 transferred to the District of Arizona for the convenience of the parties and witnesses and
19 in the interest of justice. *Jones*, 211 F.3d at 495; *Commodity Futures Trading Comm’n*,
20 611 F.2d at 279. After reviewing the parties’ arguments, the Court finds that Defendants
21 have met their burden, and that this case should therefore be transferred to the District of
22 Arizona, for the following reasons.

23
24 **1. Plaintiff’s choice of forum holds only minimal weight because she is not a resident**
25 **of California and the operative facts of this case occurred outside of this District.**

26 Generally, a plaintiff’s choice of forum is rarely disturbed. *STX, Inc. v. Trik Stik,*
27 *Inc.*, 708 F. Supp. 1551, 1555-56 (N.D. Cal. 1988). However, where the “operative facts
28 have not occurred within the forum and the forum has no interest in the parties or subject

1 matter, [plaintiff’s] choice is entitled to only minimal consideration.” *Lou v. Belzberg*, 834
 2 F.2d 730, 739 (9th Cir. 1987). In fact, “[t]his is particularly true where plaintiff is not a
 3 resident of the judicial district where he has instituted suit.” *Maurey v. University of S.*
 4 *Cal.*, 1998 U.S. Dist. LEXIS 4276, *5 (N.D. Cal. March 26, 1998). The operative facts of
 5 this case occurred outside of the Northern District of California. Plaintiff is a resident of
 6 Arizona, worked in Arizona, filed for and would have received benefits in Arizona.
 7 Additionally, the physicians retained by Aetna to review Plaintiff’s claim were located in
 8 Massachusetts, Florida, New York, and Maryland; Aetna letters were sent from Lexington,
 9 Kentucky; and the claim personnel were located in Maine and Florida. Compl. ¶ 3; Exs. E
 10 & F to Chandler Decl. (Docket No. 24-1). All of these facts suggest that Plaintiff’s choice
 11 of forum should be afforded only minimal consideration.

12 Conversely, Plaintiff contends that a plaintiff’s choice of forum is accorded greater
 13 weight in an ERISA action than in other cases. Opp’n at 6 (citing *Bd. of Trs., Sheet Metal*
 14 *Workers Nat. Fund v. Baylor Heating & Air Conditioning, Inc.*, 702 F. Supp. 1253, 1256-
 15 57 (E.D. Va. 1988)). However, *Board of Trustees, Sheet Metal Workers National Fund* is
 16 inapposite, and has in fact been distinguished by another court in this district when it was
 17 cited by Plaintiff’s counsel in a similar action. See *Guy v. Hartford Life Group Ins. Co.*,
 18 No. 11-3453, 2011 WL 5525965, at *3 (N.D. Cal. Nov. 14, 2011). In *Guy*, the court
 19 explained that the action in *Board of Trustees, Sheet Metal Workers National Fund* was
 20 brought in the plaintiff’s home forum, unlike in both *Guy* and the present case, and that the
 21 Eastern District of Virginia even noted that “a plaintiff’s choice of his home forum for
 22 venue purposes is given greater weight than a plaintiff’s choice of a foreign forum.” *Id.*
 23 (quoting *Bd. of Trs., Sheet Metal Workers Nat. Fund*, 702 F. Supp. at 1256). The Eastern
 24 District of Virginia additionally stated that “the plaintiff’s choice is entitled to less weight
 25 where there is little to connect the chosen forum with the cause of action,” as is true here.
 26 *Bd. of Trs., Sheet Metal Workers Nat. Fund*, 702 F. Supp. at 1256. Further, ERISA
 27 disputes are regularly transferred from one court to another, despite a plaintiff’s choice of
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1 forum, which is not an abuse of discretion when other factors favor transfer. *Jacobson v.*
2 *Hughes Aircraft Co.*, 105 F.3d 1288, 1302 (9th Cir. 1997).

3 Because Plaintiff does not reside in California and none of the operative events took
4 place in California, the Court affords Plaintiff’s choice of forum only minimal
5 consideration.

6
7 **2. The convenience of the parties is a neutral factor.**

8 Defendants and Plaintiff offer offsetting arguments regarding whether transfer best
9 serves the convenience of the parties. Defendants contend that transfer to the District of
10 Arizona would be more convenient for Plaintiff because she resides in that district. Mot. at
11 6; Reply at 6. This argument has special merit because Plaintiff is allegedly disabled, and
12 her convenience is therefore “particularly relevant.” *See Joyner v. Cont’l Cas. Co.*, No.
13 11-6005, 2012 WL 92290, at *2 (S.D.N.Y. Jan. 9, 2012) (“[The location of the plaintiff] is
14 particularly relevant considering plaintiff alleges she is physically disabled due to cervical
15 spine degenerative joint disease and chronic fatigue syndrome.”). The Court does note,
16 however, that the burden on Plaintiff may be lessened where she is permitted to appear by
17 telephone when necessary. *See Opp’n* at 9. Conversely, Plaintiff argues that retaining the
18 case in the Northern District of California would be more convenient for Defendants
19 because the Plan Sponsor and Administrator are headquartered here. *Opp’n* at 8.

20 The fact that the parties have chosen California lawyers is of no consequence. *Guy*,
21 2011 WL 5525965 at *3; *In re Horseshoe Entertainment*, 337 F.3d 429, 434 (5th Cir.
22 2003) (“The factor of ‘location of counsel’ is irrelevant and improper for consideration in
23 determining the question of the transfer of venue.”). This is exceedingly true where, as in
24 this case, Plaintiff’s counsel litigates cases in states throughout the country, and has an
25 office located nearly equidistant from the courthouses for the District of Arizona and the
26 Northern District of California. *See* October 14, 2014 Order Granting Request for Judicial
27 Notice (Docket No. 30); Exs. B-H to Valentine Decl. (Docket Nos. 27-2 to 27-8). The
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1 Court is unconvinced that Plaintiff’s counsel cannot prosecute this case in Arizona where
2 they have shown an ability to do so in the past.

3 Because the parties’ arguments are offsetting, and the location of counsel is
4 irrelevant, the Court finds that the convenience of the parties is a neutral factor.

5
6 **3. The convenience of witnesses weighs in favor of transfer.**

7 “The relative convenience to the witnesses is often recognized as the most
8 important factor to be considered in ruling on a motion under § 1404(a).” *Metz v. U.S. Life*
9 *Ins. Co.*, 674 F. Supp. 2d 1141, 1147 (C.D. Cal. 2009) (internal quotation marks omitted).

10 Defendants argue that transfer best serves the convenience of witnesses because
11 Plaintiff received medical treatment in Arizona, was employed in Arizona, was subject to
12 surveillance in Arizona, and was denied plan benefits in Arizona. Mot. at 6. Further, any
13 other potential witnesses, such as claims personnel and the doctors that reviewed
14 Plaintiff’s case, would be located in places other than the Northern District of California.
15 Compl. ¶ 3; Exs. E & F to Chandler Decl. (Docket No. 24-1).

16 Plaintiff responds that Defendants’ argument for the convenience of the witnesses
17 lacks merit because of the nature of the adjudication involved in ERISA actions. Opp’n at
18 9-10. While Plaintiff is correct that ERISA cases are “decided mainly” on the
19 administrative record, should any discovery become necessary or any witnesses need to be
20 called, such discovery would come from Arizona. Evaluating this same argument in an
21 analogous case, another court in this District found that because another forum was the
22 location of both the plaintiff and the operative facts, the convenience of the witnesses was
23 “neutral at best,” if not “weigh[ing] in favor of granting the Motion to Transfer.” *M.K. v.*
24 *Visa Cigna Network POS Plan*, No. 12-4652, 2013 WL 2146609, at *4 (N.D. Cal. May 15,
25 2013). This Court agrees with the decision in *Visa Cigna* and finds that the convenience of
26 witnesses weighs in favor of transfer because of the potential for additional discovery.

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1 **4. The ease of access to evidence is a neutral factor.**

2 Aside from witness testimony and discovery, which the Court has determined
3 weighs slightly in favor of transfer, the ease of access to evidence is a neutral factor in this
4 case. As Plaintiff explains, the pertinent evidence in this action will likely be contained in
5 the Plaintiff's claim file, which is in Defendants' possession and would be provided to
6 Plaintiff with indistinguishable levels of inconvenience regardless of the district in which
7 this case is litigated. Opp'n at 11.

8
9 **5. The forums' familiarity with the applicable law and the feasibility of consolidation**
10 **are neutral factors.**

11 ERISA is a federal statute. Consequently, the District of Arizona and the Northern
12 District of California are equally familiar with the applicable law in this case, rendering
13 this factor neutral. *See David v. Alphin*, No. 06-4763, 2007 WL 39400, at *5 (N.D. Cal.
14 Jan. 4, 2007) ("This is an ERISA action which will be decided exclusively under federal
15 law regardless of where it is heard.").

16 Similarly, because there are no related claims, the feasibility of consolidation is
17 irrelevant, and is therefore a neutral factor.

18
19 **6. Local interest in the controversy weighs in favor of transfer.**

20 Defendants contend that Arizona has a strong interest in addressing the rights of its
21 citizens claiming insurance benefits. Mot. at 7 (citing *Coronel v. GEICO Ins. Agency, Inc.*,
22 No. 12-795, 2013 WL 3270574, at *4 (D. Ariz. June 27, 2013) ("Arizona has a great
23 interest in protecting its citizens from the unreasonable actions of an insurer.")).

24 Additionally, Arizona has an especially strong local interest in this case, Defendants argue,
25 because Plaintiff is an Arizona resident who was employed in Arizona, received medical
26 treatment in Arizona, was denied disability payments in Arizona, and was allegedly
27 harmed in Arizona. Reply at 9-10. Plaintiff responds that at least one of the Defendants
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1 resides in California, and that the other does business here, giving California a local
2 interest in this litigation. Opp'n at 11.

3 In finding that this factor weighs in favor of transfer, the Court does not deny
4 California's interest in litigation involving California-based defendants. However, in light
5 of the much more substantial ties between the state of Arizona and the operative facts of
6 this case, this Court finds that California's interest in this matter is greatly outweighed by
7 that of Arizona. *See Visa Cigna Network POS Plan*, 2013 WL 2146609, at *4 (finding that
8 Utah had "more of an interest" in the controversy than the Northern District of California
9 because the plaintiff resided, worked, and received medical treatment in Utah, and because
10 the only connection to the Northern District of California was that the defendant was
11 headquartered here).

12

13 **7. Relative court congestion weighs in favor of transfer.**

14 "The key inquiry in docket congestion is whether a trial may be speedier in another
15 court because of its less crowded docket." *Costco Wholesale Corp. v. Liberty Mut. Ins.*
16 *Co.*, 472 F. Supp. 2d 1183, 1196 (S.D. Cal. 2007) (internal quotation marks omitted). This
17 factor turns on whether "efficient and expeditious administration of justice would be
18 furthered" by transfer. *Sherar v. Harless*, 561 F.2d 791, 794 (9th Cir. 1977). However,
19 "Administrative considerations such as docket congestion are given little weight in this
20 circuit in assessing the propriety of a § 1404(a) transfer." *Allstar Marketing Group, LLC v.*
21 *Your Store Online, LLC*, 666 F. Supp. 2d 1109, 1134 (C.D. Cal. 2009).

22 Defendants argue that court congestion weighs in favor of transfer because the
23 Northern District of California has nearly twice as many pending cases as the District of
24 Arizona. Reply at 9. This fact has been judicially noticed by the Court. *See* October 14,
25 2014 Order. Plaintiff appears to concede that the Northern District of California is more
26 congested than that of Arizona, but contends that this factor should be given little weight
27 because transfer would require the parties to retain new counsel, and because it is
28 outweighed by the importance of Plaintiff's choice of forum and the convenience of the

1 parties. *See* Opp’n at 12. The Court has already dismissed these arguments above.
2 Further, while Plaintiff cites to *Costco Wholesale Corporation* to argue that docket
3 congestion should not be considered where parties will have to retain new counsel, she
4 ignores the context of that holding. In that case, the plaintiff had filed a motion for partial
5 summary judgment that was pending during the motion to transfer. *Costco Wholesale*
6 *Corporation*, 472 F. Supp. 2d at 1196. Consequently, if the case had been transferred, “the
7 parties [would] have [had] to rehash the summary judgment motion [in the new district]
8 and bring local counsel up to speed on the issues.” *Id.* The same concern is not present in
9 this case, as there are no pending motions, and Plaintiff’s counsel has litigated cases in
10 Arizona in the past.

11 However, Plaintiff is correct that the administrative concern of docket congestion is
12 given only minimal weight in this District. Opp’n at 12 (citing *Allstar Marketing Group,*
13 *LLC*, 666 F. Supp. 2d at 1134). Nonetheless, what little weight such a consideration
14 should be given in this case weighs in favor of transfer.

15

16 **CONCLUSION**

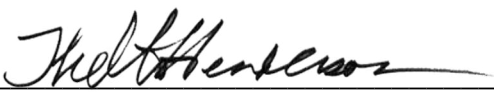
17 Having considered the written submissions of the parties, and finding that a balance
18 of the eight *Jones* factors weighs in favor of transferring this case to the District of
19 Arizona, the Court hereby VACATES the hearing on this motion scheduled for October
20 27, 2014, and GRANTS Defendants’ motion to transfer this case to the District of Arizona.

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22 **IT IS SO ORDERED.**

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24 Dated: 10/21/14



THELTON E. HENDERSON
United States District Judge

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