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11
 12 UNITED STATES DISTRICT COURT
 13 NORTHERN DISTRICT OF CALIFORNIA

14	PRODUCTOS Y SERVICIOS DEL CENTRO)	Case No.: C 15-02218 WHA
	S.A. DE C.V. and SUMMIT RAILROAD)	
15	PRODUCTS, INC.,)	STIPULATION TO TRANSFER VENUE
	Plaintiffs,)	PURSUANT TO 28 U.S.C. § 1404(a), OR IN
16	v.)	THE ALTERNATIVE PURSUANT TO 28
17	WELLS FARGO BANK, N.A.)	U.S.C. § 1406, AND FURTHER EXTENDING
	Defendant.)	TIME FOR WELLS FARGO TO RESPOND
18		TO COMPLAINT
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1 WHEREAS, This action was initiated on May 18, 2015, by Plaintiffs Productos Y Servicios
2 Del Centro S.A. de C.V. (“PYS”) and Summit Railroad Products, Inc. (“Summit,” and together with
3 PYS, “Plaintiffs”). Plaintiffs allege that certain funds were accidentally deposited by PYS into
4 Wells Fargo customer account no. XXXXXX4202 (the “Account”) in response to an allegedly
5 fraudulent email. (Complaint, filed May 18, 2015, at ¶¶ 1, 11.)

6 WHEREAS, according to Wells Fargo’s records the Account belongs to an Alabama limited
7 liability company, International Education Agency LLC (“IEA”). On information and belief, IEA
8 appears to be formed under the laws of the state of Alabama, and is registered with the Alabama
9 Secretary of State, with a principal place of business in Huntsville, Alabama. On information and
10 belief, IEA’s members appear to be residents of the judicial district for the Northern District of
11 Alabama. Additionally, the only authorized signers on the Account on behalf of IEA are Oluseyi
12 Babalola and Mary Babalola (the “Babalolas”). On information and belief, the Babalolas are
13 residents of the judicial district for the Northern District of Alabama.

14 WHEREAS, Wells Fargo Bank, N.A. (“Wells Fargo”) intends to file an interpleader
15 counterclaim and third party complaint against IEA and the Babalolas (the “Interpleader
16 Defendants”), to interplead funds in the Account pursuant to 28 U.S.C. §§ 1332, 1335, and 2361,
17 and pursuant to Federal Rule of Civil Procedure 22.

18 WHEREAS, the parties anticipate that the Interpleader Defendants may not be subject to
19 personal jurisdiction in the Northern District of California, but, on information and belief, they are
20 subject to personal jurisdiction in the Northern District of Alabama.

21 WHEREAS, pursuant to 28 U.S.C. § 1404(a), or in the alternative pursuant to 27 U.S.C.
22 § 1406, the parties consent to the transfer of this action to the Huntsville Division of the United
23 States District Court for the Northern District of Alabama, and respectfully submit that such transfer
24 is in the interest of justice because the Interpleader Defendants may not be subject to personal

1 jurisdiction in this Court. *Cf., Sparling v. Hoffman Const. Co.*, 864 F.2d 635, 639 (9th Cir. 1988)
2 (holding that transfer of litigation between subcontractor and general contractor to Alaska – under
3 circumstances where project owner resided in Alaska and project was located there – was not abuse
4 of discretion given trial court’s consideration of all factors affecting transfer, especially possibility
5 that owner, who might be joined as a party, probably would not be subject to personal jurisdiction
6 outside Alaska); *see also Sandoval v. Redfin Corp.*, 14-4444 SC, 2015 WL 65085, at *1 (N.D. Cal.
7 Jan. 5, 2015) (granting parties’ stipulation to transfer case to C.D. Cal.). Additionally, Wells Fargo
8 contends that the Interpleader Defendants are necessary, indispensable, and/or desirable parties to
9 this action, further supporting transfer to a district with jurisdiction over the Interpleader Defendants.
10 *See Celanese Corp. v. Fed. Energy Admin.*, 410 F. Supp. 571, 578 (D.D.C. 1976) (transferring case
11 under 28 U.S.C. § 1404 to location where additional arguably indispensable party was subject to
12 jurisdiction, and holding that “without deciding whether Consumers is indispensable, the Court
13 hereby recognizes that § 1406(a) provides an additional basis for the transfer of this action if
14 Consumers is an indispensable party to the proceedings before this Court.”) (collecting cases
15 approving transfer to forum with jurisdiction over necessary or indispensable parties).

16 WHEREAS, Plaintiffs agree that Wells Fargo shall have through and including one week
17 from the date that this Court approves transfer of this case, and the Northern District of Alabama
18 accepts transfer (or alternatively one week from the date this Court denies transfer), to answer or
19 otherwise respond to the Plaintiffs’ complaint, including by filing its interpleader counterclaim and
20 third party complaint. However, in the event this Court rules on this stipulation prior to July 8, 2015,
21 Wells Fargo shall have at least through July 15, 2015 to answer or otherwise respond to the
22 Plaintiffs’ complaint, including by filing its interpleader counterclaim and third party complaint.

23 WHEREAS, the parties’ stipulated injunction dated May 20, 2015 (Doc. No. 13) shall remain
24 in full force and effect, until further agreement of the parties or Order of this or the transferee Court.

1 The Parties therefore **STIPULATE** as follows:

2 Pursuant to 28 U.S.C. § 1404(a), the parties consent to the transfer of this action in its entirety to
3 the Huntsville Division of the United States District Court for the Northern District of Alabama.

4 The parties' stipulated injunction dated May 20, 2015 (Doc. No. 13) shall remain in full force
5 and effect, until further agreement of the parties or Order of this or the transferee Court.

6 **IT IS SO STIPULATED.**

7 DATED: July 6, 2015

SEVERSON & WERSON

8 By: /s/ Rebecca S. Saelao

Rebecca S. Saelao

9 Attorneys for Defendant WELLS FARGO BANK, N.A.

10 DATED: July 6, 2015

BLAKELEY LLP

11 By: /s/ David M. Mannion

David M. Mannion

12 Attorneys for Plaintiffs

13 Pursuant to Local Civil Rule 5-1(i)(3) regarding signatures, I, Rebecca Saelao, attest that
14 concurrence in the filing of this document has been obtained from each of the other signatories.

15 By: /s/ Rebecca S. Saelao

16 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

17 Pursuant to 28 U.S.C. § 1404(a) [~~or, alternatively, pursuant to 28 U.S.C. § 1406~~], the Court
18 DIRECTS the Clerk to transfer this action, in its entirety, to the Northern District of Alabama,
19 Huntsville Division. The parties' stipulated injunction dated May 20, 2015 (Doc. No. 13) shall
20 remain in full force and effect, until further agreement of the parties or Order of this or the transferee
21 Court.

22 DATED: July 7, 2015



WILLIAM ALSUP

23 UNITED STATES DISTRICT JUDGE