UNITED STATES DISTRICT COURT		
FOR THE EASTERN DISTRICT OF CALIFORNIA		
EDWINA PINON, individually and on	No. 1:16-cv-00331-DAD-SAB	
	<u>ORDER GRANTING JOINT MOTION TO</u> TRANSFER VENUE	
	(Doc. No. 52.)	
10, inclusive,	(Doc. 110. 52.)	
Defendants.		
This matter is before the court on the parties' joint motion to transfer this action to the		
United States District Court for the Northern District of Ohio, Eastern Division. (Doc. No. 52.)		
Plaintiff Edwina Pinon and defendant Tristar Products, Inc. ("Tristar") have moved for this case		
to be transferred to the Northern District of Ohio so it can be consolidated with another action ¹		
pending before U.S. District Judge James S.	Gwin of that court. (Id.)	
BAC	KGROUND	
Plaintiff Edwina Pinon initiated this a	ction on March 10, 2016 on behalf of all persons	
who purchased a 2015 Power Pressure Cooker XL ("Pressure Cooker"), which she alleged was		
defectively designed and caused injuries to the class members. (Doc. No. 1.) This action		
proceeds on the first amended complaint ("FAC"), which was filed on May 24, 2016. (Doc. No.		
¹ Chapman v. Tristar Products, Inc., No. 1:10	5-cv-01114 (N.D. Ohio). 1	
	FOR THE EASTERN EDWINA PINON, individually and on behalf of all persons similarly situated, Plaintiff, v. TRISTAR PRODUCTS, INC., DOES 1- 10, inclusive, Defendants. This matter is before the court on the United States District Court for the Northern Plaintiff Edwina Pinon and defendant Tristar to be transferred to the Northern District of C pending before U.S. District Judge James S. 4 BAC Plaintiff Edwina Pinon initiated this a who purchased a 2015 Power Pressure Cooked defectively designed and caused injuries to th proceeds on the first amended complaint ("F.	

1	17.) Plaintiff asserted four causes of action in the FAC: (1) breach of express warranty, (2)	
2	breach of implied warranty, (3) violation of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301,	
3	et seq., and (4) violation of the California Unfair Competition Law, California Business &	
4	Professions Code § 17200, et seq. (Id.) In terms of relief, plaintiff seeks damages, attorney's fees	
5	and costs, and injunctive relief "requiring Defendants to recall and replace or repair the defective	
6	Pressure Cookers, and prohibiting any further misleading or deceptive advertising campaigns."	
7	(Id. at 15.) On June 10, 2016, defendant moved to dismiss plaintiff's injunctive relief claim for	
8	lack of subject matter jurisdiction. (Doc. No. 19.) That motion was denied by this court on	
9	September 1, 2016. (Doc. No. 26.) Thereafter, the parties attended an initial scheduling	
10	conference before U. S. Magistrate Judge Stanley Boone on December 13, 2016. (Doc. No. 34.)	
11	On May 26, 2017, plaintiff filed a notice of settlement with the court. (Doc. No. 48.) This joint	
12	motion to change venue was filed on September 11, 2017. (Doc. No. 52.) Initially this motion	
13	was set for hearing on October 17, 2017, but the court vacated the hearing date on October 5,	
14	2017, finding the motion to be properly resolved on the papers without the need for oral	
15	argument. (Doc. No. 54.)	
16	LEGAL STANDARD	
17	A district court may transfer the venue of any civil action to another district or division	
18	where it could have been brought or to any district or division to which all parties have consented.	
19	28 U.S.C. § 1404(a). The change of venue provision "is to prevent the waste of time, energy and	
20	money and to protect litigants, witnesses and the public against unnecessary inconvenience and	
21	expense." Van Dusen v. Barrack, 376 U.S. 612, 616 (1964) (internal quotation marks omitted);	
22	Anderson v. Michaels Stores, Inc., No. CIV. 2:14-500 WBS, 2014 WL 1613952, at *2 (E.D. Cal.	
23	Apr. 22, 2014). When ruling on a motion to transfer venue, courts evaluate three elements: (1)	
24	convenience for the parties; (2) convenience for the witnesses; and (3) the interests of justice. <i>Id</i> .;	
25	Safarian v. Maserati N. Am., Inc., 559 F.Supp.2d 1068, 1071 (C.D. Cal. 2008). In making the	
26	determination, the Ninth Circuit has considered factors such as, but not limited to, the plaintiff's	
27	choice of forum, the parties' contacts with the forum, contacts resulting in plaintiff's cause of	
28	action in the chosen forum, different costs of litigation between the two forums, ease of access to	
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1	evidence, and feasibility of consolidating other claims. See Jones v. GNC Franchising, Inc., 211
2	F.3d 495, 498 (9th Cir. 2000); <i>Decker Coal. Co. v. Commonwealth Edison Co.</i> , 805 F.2d 834, 843
2	(9th Cir. 1986); Anderson, 2014 WL 1613952 at *2.
4	DISCUSSION
5	Here, the parties jointly move this court to transfer this action to the United States District
6	Court for the Northern District of Ohio, Eastern Division (Cleveland Office), to be consolidated
7	with a pending class action there against the same defendant. (Doc. No. 52 at 1.) Since this is a
8	joint motion, the court concludes that the new forum will be convenient for both parties. Plaintiff
9	has represented that this action has been settled, so the court does not need to consider
10	convenience for any witnesses. It is in line with the interests of justice to transfer this action to
11	the Northern District of Ohio, to allow the parties to petition for consolidation with the pending
12	case which has also settled. If the cases are consolidated, transferring the case would promote
13	efficient administration of justice, as only one court would have to provide preliminary approval,
14	class-wide notice, claims administration, and final approval of the proposed settlement
15	agreement.
16	CONCLUSION
17	For the forgoing reasons, the court grants the parties' joint motion to transfer this action to
18	the Northern District of Ohio. Accordingly, this action is transferred to the United States District
19	Court for the Northern District of Ohio, Eastern Division (Cleveland Office).
20	IT IS SO ORDERED.
21	Dated: October 26, 2017 Jale A. Dryd
22	UNITED STATES DISTRICT JUDGE
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