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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

BALGOVIND SHARMA,  
Plaintiff,  
v.  
GLOBALFOUNDRIES U.S., INC. LONG  
TERM DISABILITY INSURANCE PLAN,  
et al.,  
Defendants.

Case No. [5:15-cv-03631-EJD](#)

**ORDER DENYING DEFENDANTS’  
MOTION TO TRANSFER**

Re: Dkt. No. 15

Plaintiff Balgovind Sharma (“Plaintiff”) brings this action against Standard Insurance Company (“Standard”) and Globalfoundries U.S., Inc. Long Term Disability Insurance Plan (“Globalfoundries”), collectively (“Defendants”), alleging a single cause of action for monetary relief under the Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. § 1001 *et seq.* Presently before the Court is Defendants’ Motion to Transfer the case to the United States District Court for the Southern District of New York. Def. Mot. to Transfer (“Mot.”). See Docket Item No. 15. Plaintiff has filed written opposition to the motion.

Federal jurisdiction arises pursuant to 29 U.S.C. § 1132(e) and 28 U.S.C. § 1367(a). Finding this matter suitable for decision without oral argument, the hearing scheduled for March 31, 2016 was vacated and the Motion was taken under submission pursuant to Civil Local Rule 7-1(b). Having carefully considered the pleadings filed by the parties, the Court hereby DENIES the Motion for the reasons explained below.



1 Ricoh Corp., 487 U.S. 22, 29 (1988); Sparling v. Hoffman Constr. Co., Inc., 864 F.2d 635, 639  
2 (9th Cir. 1988)). A transfer may not be appropriate under § 1404(a) if it “would merely shift  
3 rather than eliminate the inconvenience.” Decker Coal Co. v. Commonwealth Edison Co., 805  
4 F.2d 834, 843 (9th Cir. 1986). The party moving for transfer of a case bears the burden of  
5 demonstrating transfer is appropriate. Commodity Futures Trading Comm’n v. Savage, 611 F.2d  
6 270, 279 (9th Cir. 1979).

7 **II. DISCUSSION**

8 **A. Venue is Proper in Either District**

9 Pursuant to ERISA’s venue provision, “[w]here an action under this subchapter is brought  
10 in a district court of the United States, it may be brought in the district where the plan is  
11 administered, where the breach took place, or where a defendant resides or may be found.” 29  
12 U.S.C. § 1132(e)(2). For venue purposes, a defendant corporation shall be deemed to reside “in  
13 any judicial district in which such defendant is subject to the court’s personal jurisdiction.” 28  
14 U.S.C. § 1391(c)(2).

15 Venue is proper in this district because both Defendants “reside[] or may be found” here.  
16 See § 1132(e)(2). Defendant Standard is an insurance company headquartered in Portland,  
17 Oregon that conducts business throughout the United States, including in both California and New  
18 York. Standard administered long term disability benefits provided by Globalfoundries U.S.,  
19 Inc.’s employee benefit plan. Globalfoundries is headquartered in northern California, and  
20 designated Santa Clara as “the situs of plan administration.” Pl. Opp. to Def. Mot. to Transfer  
21 (“Opp.”) at 2, 4, Dkt. No. 20; see also Def. Reply at 2, Dkt. No. 22.

22 As to whether the action could have been brought in the Southern District of New York,  
23 the Court observes that both Standard and Globalfoundries conduct business in New York and  
24 thus “may be found” in the proposed transferee district as well. Indeed, Plaintiff acknowledges  
25 that this case could have appropriately been filed there. Opp. at 3. Thus, the Court finds that  
26 Defendants met their burden as to this threshold inquiry.





1 comparable in either district. And finally, the seventh and eighth factors are neutral because they  
2 are immaterial to this case. As previously noted, an ERISA action is likely to be decided on the  
3 administrative record. Consequently, the ability to compel attendance of unwilling witnesses and  
4 the relative ease of access to other evidence is likely irrelevant.

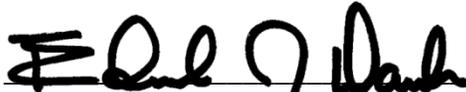
5 In sum, Defendants fail to demonstrate that transferring this case to New York would  
6 better serve the interests of justice. To the extent that fairness considerations favor either forum,  
7 the relevant factors weigh in favor of maintaining the case in Plaintiff's chosen district.

8 **III. CONCLUSION**

9 On balance, the convenience and fairness considerations applicable to an analysis under  
10 § 1404(a) weigh against transferring this action to the Southern District of New York.  
11 Accordingly, Defendant's Motion to Transfer is DENIED.

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13 **IT IS SO ORDERED.**

14 Dated: May 11, 2016

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16 EDWARD J. DAVILA  
17 United States District Judge

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