

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF KENTUCKY
LOUISVILLE DIVISION
CIVIL ACTION NO. 3:15-CV-00743-TBR-LLK**

BRIAN MORRIS, Plaintiff,

v.

LIFE INSURANCE COMPANY OF NORTH AMERICA, Defendant.


MEMORANDUM OPINION AND ORDER

Defendant Life Insurance Company of North America seeks to transfer this denial-of-benefits action to the United States District Court for the Southern District of Ohio, Cincinnati Division. *See* R. 13 at 1 (Motion to Transfer Venue). Plaintiff Brian Morris takes no issue with that request. *See* R. 14 at 1 (Response to Motion to Transfer Venue). Upon examination of the record, the Court concludes that “the convenience of the parties and witnesses” and “the interests of justice” warrant transfer. 28 U.S.C. § 1404(a). In short, no fact of any consequence transpired in Kentucky: Morris resides in Ohio; LINA administered his claim in Pennsylvania; and the breach (if any) happened in Ohio. For the reasons discussed in *Whitehouse v. Life Ins. Co. of N. Am.*, No. 3:15-CV-00639-TBR, 2015 WL 7587361, at *1–4 (W.D. Ky. Nov. 25, 2015), **IT IS HEREBY ORDERED** that the Life Insurance Company of North America’s Motion to Transfer Venue (R. 13) is **GRANTED**. Pursuant to 28 U.S.C. § 1404(a), the Clerk of the Court is **DIRECTED** to transfer the above-captioned action to the United States District Court for the Southern District of Ohio, Cincinnati Division.

IT IS SO ORDERED.

Date: February 22, 2016

cc: Counsel of Record


Thomas B. Russell, Senior Judge
United States District Court