

2026 WL 2184768

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United States District Court, N.D. California.

Kelsey GOLDMAN, Plaintiff,

v.

UNUM LIFE INSURANCE
COMPANY OF AMERICA, Defendant.

Case No. 3:26-cv-01022-LJC

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Signed July 21, 2026

ORDER DENYING MOTION TO TRANSFER VENUE

Re: Dkt. No. 25

LISA J. CISNEROS, United States Magistrate Judge

I. INTRODUCTION

*1 Plaintiff Kelsey Goldman brings this action against Defendant Unum Life Insurance Company of America, alleging Defendant wrongfully terminated Plaintiff's long term disability plan and other related benefits under an employee benefit plan governed by the Employee Retirement Income Security Act of 1974 (ERISA).

Defendant now moves to transfer the case to the Eastern District of California. The Court held a hearing on July 14, 2026. For the reasons stated below, Defendant's Motion is DENIED.¹

II. BACKGROUND**A. Factual Summary**

Plaintiff was employed by Kirkland & Ellis LLP as an associate attorney. Compl. (ECF No. 1) ¶¶ 2, 7.² Through her employment she was a participant in the Kirkland & Ellis Employee Benefit Plan (the Plan), which provided long-term disability benefits, "disability plus" benefits, and life insurance benefits, including optional supplemental life insurance and life waiver of premium benefits. *Id.* ¶ 2.

Defendant is incorporated in the state of Maine and its principal place of business is Portland, Maine. ECF No. 34-3

at 4, ¶ 4. Defendant offers group insurance policies in various states, and makes decisions regarding eligibility for at least some of the benefits at issue. Compl. ¶ 3.

Plaintiff alleges that during the course of her employment, she became disabled with Long COVID on November 28, 2023. ECF No. 34-3 at 5, ¶ 11. Plaintiff made claims to Defendant for three categories of benefits pursuant to the terms of the Plan. Compl. ¶ 9. Defendant began paying benefits on May 26, 2024. *Id.*

On March 19, April 15, and April 23, 2025, Plaintiff alleges Defendant wrongfully terminated each category of Plaintiff's benefits. Compl. ¶¶ 10–12. On September 24, 2025, Plaintiff submitted a timely appeal. *Id.* ¶ 13. On January 30, 2026, Defendant upheld the termination of the Plaintiff's benefits. *Id.* ¶ 14.

Plaintiff alleges Defendant breached and violated the Plan, and thus also ERISA. Compl. ¶ 1. Plaintiff's claim focuses on four allegations: (1) Defendant denied Plaintiff benefits when Defendant knew, or should have known, that Plaintiff was entitled to those benefits under the terms of the Plan, as plaintiff was disabled and unable to work full time; (2) Defendant failed to provide a prompt and reasonable explanation for the basis for the termination of Plaintiff's claims for benefits; (3) Defendant failed, after Plaintiff's claims were terminated, to provide an adequate description to Plaintiff of any additional material or information necessary for Plaintiff to perfect her claims along with an explanation of why such material is or was necessary; and (4) Defendant failed to investigate and review the merits of Plaintiff's benefits claims properly and adequately. Compl. ¶ 16. Defendant denies those allegations. ECF No. 20 (Defendant's Answer) ¶ 16.

B. The Parties' Arguments

*2 Defendant moves to transfer this case to the Eastern District of California. *See* ECF No. 25. Defendant contends transfer is appropriate under 29 U.S.C. § 1404(a) in the interest of justice and to promote the convenience of parties and witnesses. At least according to Defendant, transfer would serve those interests because: (1) Plaintiff lives in the Eastern District of California; (2) Plaintiff's treating doctors and other medical providers are primarily located in the Eastern District; (3) none of the conduct upon which Plaintiff's claims are based occurred in the Northern District of California; (4) Defendant conducted surveillance of Plaintiff in the Eastern District as part of its adjudication of her

claim; (5) Plaintiff claims to receive caretaker services in the Eastern District; (6) no claims personnel who administered Plaintiff's claims were or are located within the Northern District of California; (7) Defendant is a Maine citizen; and (8) this case is at a very early stage. ECF No. 25 at 8–9.

Plaintiff responds that Defendant overstates the residence factor while ignoring both ERISA's broad venue provisions (which exist to give plaintiffs latitude in forum selection) and that the “operative facts” in ERISA cases include where the employee worked and received key medical treatment (which, according to Plaintiff, occurred in the Northern District). ECF No. 33 at 5. Plaintiff also argues that Defendant accuses her of forum shopping without evidence. *Id.* According to Plaintiff, Defendant cannot rely on convenience of the witnesses and evidence to transfer a case that will be decided on the administrative record under *de novo* review without any likely discovery or need to reach out to any witnesses in either district. *Id.* She further asserts that she “treated with several healthcare providers in the Northern District,” *id.* at 11 (citing Kojima Decl. Exs. 2A, 2B, 2E, 4E, and Kyle Decl. Exs. E, F), though she only specifically identifies two doctors as located in the Northern District, Drs. Ariati Rakic and Christopher Snell, *id.* at 7–8. Plaintiff asserts that one of her treatment providers, Dr. Saleem Waraich, is located in the Central District of California, and she acknowledges that others are located in the Eastern District. *Id.*

Defendant argues in its Reply that Plaintiff applies the wrong standard. ECF No. 40 at 5. Defendant contends that Plaintiff cites cases using the higher standard required for dismissing a lawsuit under the doctrine forum non conveniens, as opposed to the standard applicable to discretionary transfer. *Id.* Defendant further contends that the facts are centered in the Eastern District because Plaintiff resides in Woodland, California, all her key treating physicians except for her rheumatologist are located in the Eastern District, and if she prevails, she will receive benefits in the Eastern District. *Id.* at 6–7. Defendant states the alleged breach occurred where benefits were to be received in Woodland, California. *Id.* at 7.

Defendant argues Plaintiff's contention that she was treated by multiple healthcare providers in the Northern District is not supported by the evidence she cites. *Id.* at 8. Defendant contends that unlike Plaintiff's multiple doctors in the Eastern District, Dr. Snell and Dr. Rakic are one-time retained medical evaluators, rather than treating physicians. *Id.* Defendant argues that Plaintiff's choice of forum is not entitled to deference for three reasons: Plaintiff is not a resident in her

chosen forum, Plaintiff engaged in forum shopping by filing in the Northern District for the purpose of pursuing a quicker trial date, and the operative facts did not occur within the forum. *Id.* at 8–10.

At the July 14 hearing, Plaintiff asserted that evidence in the record reflecting an Eastern District location for Dr. Snell was outdated, and the Court requested that Plaintiff supplement the record to reflect Dr. Snell's current address in the Northern District of California. *See* ECF No. 43. Plaintiff filed a request for judicial notice attaching evidence that the Workwell Foundation (where Dr. Snell practices) has a patient testing facility in Santa Rosa, within the Northern District. ECF No. 42.

III. ANALYSIS

A. Legal Standard

***3** Even where venue is proper and personal jurisdiction has been established, a district court may transfer a case to “any other district or division where it might have been brought” based on “the convenience of parties and witnesses” and “the interest of justice.” 28 U.S.C. § 1404(a).³

First, jurisdiction and venue must be proper in the district to which transfer is proposed. *Wireless Consumers Alliance, Inc. v. T-Mobile USA, Inc.*, No. C-033711 (MHP), 2003 WL 22387598, at *1 (N.D. Cal. Oct. 14, 2003). The movant bears the burden to show the proposed jurisdiction and venue is proper. *Commodity Futures Trading Commc'ns v. Savage*, 611 F.2d 270, 279 (9th Cir. 1979). Plaintiff does not dispute here that jurisdiction and venue would be proper in the Eastern District of California. ECF No. 33 at 4.

Next, if jurisdiction and venue would be proper in the district to which transfer is proposed, then the Court must “balanc[e] ‘the plaintiff's interest to freely choose a litigation forum against the aggregate considerations of convenience of the defendants and witnesses and the interest of justice,’ ” based on factors that include:

- (1) Plaintiff's choice of forum; (2) convenience of the parties; (3) convenience of the witnesses; (4) ease of access to the evidence; (5) familiarity of each forum with the applicable law; (6) feasibility of consolidation with other claims; (7) any local interest in the controversy; and (8) relative court congestion and time of trial in each forum.

Molina Healthcare, Inc. v. Celgene Corp., No. 21-cv-05483-JCS, 2022 WL 161894, at *5 (N.D. Cal. Jan. 18, 2022)

(quoting *Royal QueenTex Enters. v. Sara Lee Corp.*, No. C-99-4787 MJJ, 2000 WL 246599, at *2 (N.D. Cal. Mar. 1, 2000)); see also e.g., *Decker Coal Co. v. Commonwealth Edison Co.*, 805 F.2d 834, 843 (9th Cir. 1986); *Geo. F. Martin Co. v. Royal Ins. Co. of Am.*, No. C03-5859 SI, 2004 WL 1125048, at *2 (N.D. Cal. May 14, 2004); *Cho v. Meta Platforms, Inc.*, No. 25-CV-08467-JCS, 2026 WL 1472245, at *7 (N.D. Cal. May 26, 2026).

The weight to be afforded to the factors is “left to the discretion of the trial judge.” *Ventress v. Japan Airlines*, 486 F.3d 1111, 1118 (9th Cir. 2007) (citation omitted).

Under the doctrine of forum non conveniens, the standard for dismissal is that a “defendant must make a strong showing of inconvenience to warrant upsetting the plaintiff’s choice of forum.” *Decker Coal Co.*, 805 F.2d at 843; See ECF No. 33. However, the Supreme Court has noted the standard for a 1404(a) transfer requires “a lesser showing of inconvenience” than required for a forum non conveniens dismissal. *Commodity Futures Trading Commc’ns*, 611 F.2d at 279 (quoting *Norwood v. Kirkpatrick*, 349 U.S. 29, 32, 75 S.Ct. 544, 99 L.Ed. 789 (1955)). Because Defendant has not moved for a dismissal, the heightened standard of inconvenience for forum non conveniens is not appropriate.

Finally, transfer is not appropriate, when it “would merely shift rather than eliminate the inconvenience.” *Decker Coal*, 805 F.2d at 843.

B. This Case Could Have Been Filed in the Eastern District of California

*4 Under § 1404(a), transfer is limited to courts where the action could have been originally brought. *Hoffman v. Blaski*, 363 U.S. 335, 344, 80 S.Ct. 1084, 4 L.Ed.2d 1254 (1960); *A.J. Indus., Inc. v. U.S. Dist. Ct. for the Cent. Dist. of Cal.*, 503 F.2d 384, 386 (9th Cir. 1974); *Royal QueenTex*, 2000 WL 246599, at *3. The transferee court must have personal jurisdiction over defendants and subject matter jurisdiction over the claim and must be a proper venue where the claim could originally have been brought. See *Hoffman*, 363 U.S. at 344, 80 S.Ct. 1084. Here, Plaintiff does not dispute that the action could have been brought in the Eastern District of California.

The Eastern District of California has proper personal jurisdiction over Defendant because where a federal statute provides for nationwide service of process, the “minimum contacts” test for personal jurisdiction looks to the defendant’s contacts with the United States as a whole. *Action Embroidery*

Corp. v. Atl. Embroidery, Inc., 368 F.3d 1174, 1180 (9th Cir. 2004). “The ERISA statute so provides,” and therefore requires only sufficient contact between defendants and the United States. *Cripps v. Life Ins. Co. of N. Am.*, 980 F.2d 1261, 1267 (9th Cir. 1992) (citing 29 U.S.C. § 1132(e)); see, e.g., *Reg’l Loc. Union Nos. 846 & 847 v. Jayco Steel Servs., Inc.*, No. 3:13-cv-02267-ST, 2015 WL 2123757, at *4 (D. Or. Apr. 29, 2015). As an American corporation, Defendant is subject to personal jurisdiction in any district court based on the nationwide test applicable for an ERISA claim. The Eastern District of California also has subject matter jurisdiction over this action to the same extent as this Court pursuant 29 U.S.C. § 1132(e)(1), which confers exclusive jurisdiction over ERISA claims to the federal district courts.

Venue in the Eastern District is proper under ERISA’s broad venue provision, 29 U.S.C. § 1132(e)(2), which allows a claim to be brought (1) where a plan was administered; (2) where the breach took place; or (3) where a defendant “may be found.” The Ninth Circuit has held that a defendant can be “found” for this purpose anywhere that “personal jurisdiction is properly asserted,” *Varsic v. U.S. Dist. Ct. for Cent. Dist. of Cal.*, 607 F.2d 245, 248 (9th Cir. 1979), though subsequent decisions have understood that holding as based on the traditional test of personal jurisdiction based on contact with the forum state, rather than allowing venue in any district based on ERISA’s provision for nationwide service of process, *Angel Jet Servs., LLC v. Health & Welfare Plan of Hollis Roofing*, No. CV-09-02131-PHX-ROS, 2010 WL 11405083, at *2 (D. Ariz. Apr. 1, 2010) (citing *Waeltz v. Delta Pilots Retirement Plan*, 301 F.3d 804, 809–810 (7th Cir. 2002)). Defendant conducts its business of insurance within the Eastern District, ECF No. 26-2, ¶ 7, and this case relates to Defendant’s termination of benefits that Plaintiff was receiving in the Eastern District, see Compl. ¶¶ 10–12. Particularly in the absence of any dispute, the Court is satisfied that Defendant has sufficient case-related contact with the Eastern District of California to be subject to personal jurisdiction there under the traditional test, and thus to be “found” there for the purpose of ERISA’s venue statute.

Because the action could have been brought in the Eastern District of California, the Court turns to the discretionary factors of convenience and justice.

C. Relevant Considerations Weigh Against the Transfer

1. Plaintiff's Choice of Forum Is Entitled to Deference

*5 The first factor, Plaintiff's choice of forum, by definition, favors denying transfer. *Royal QueenTex*, 2000 WL 246599, at *2. The question here is the weight assigned to Plaintiff's choice.

Typically, “there is a strong presumption in favor of [a] plaintiff's choice of forum.” *Id.* at *3. Further, “a plaintiff's choice of forum is accorded great deference in ERISA cases” specifically. *Jacobson v. Hughes Aircraft Co.*, 105 F.3d 1288, 1302 (9th Cir. 1997) (citing *Dugan v. M&W Dozing & Trucking, Inc.*, 727 F. Supp. 417, 419 (N.D. Ill. 1989));⁴ see also, e.g., *Protingent, Inc. v. Gustafson-Feis*, No. 2:20-CV-01551-TL, 2023 WL 3204598, at *2 (W.D. Wash. May 2, 2023) (quoting *Jacobson*). “Congress has given the ERISA plaintiff a choice, and that choice is entitled to [a court's] deference unless clearly outweighed by other factors.” *Dugan*, 727 F. Supp. at 419 (citation omitted); see *Varsic*, 607 F.2d at 247–48 (9th Cir. 1979) (holding that in ERISA, “Congress ... clearly struck the balance in favor of liberal venue”). Some courts even go as far to find “[b]ecause of the special weight ERISA accords a plaintiff's choice of forum, the court need not engage in a lengthy analysis to determine that transfer is not warranted.” *Int'l Painters & Allied Trades Indus. Pension Fund v. Painting Co.*, 569 F. Supp. 2d 113, 118 (D.D.C. 2008) (quoting *Flynn v. Veazey Const. Corp.*, 310 F. Supp. 2d 186, 193 (D.D.C. 2004)).

However, the degree that courts defer to plaintiff's choice decreases where a plaintiff is not a resident of their chosen forum or where the forum lacks significant contacts to the alleged conduct. *Carolina Cas. Co. v. Data Broadcasting Corp.*, 158 F. Supp. 2d 1044, 1048 (N.D. Cal. 2001). A court may further disregard the plaintiff's chosen venue if it is a result of forum shopping. *Italian Colors Rest. v. Am. Express Co.*, No. C-03-3719 SI, 2003 WL 22682482, at *4 (N.D. Cal. Nov. 10, 2003) (an antitrust action, which on a motion to transfer, cited *Alltrade Inc. v. Uniweld Prods., Inc.*, (946 F.2d 622, 628) (9th Cir. 1991), a decision that addressed exceptions to the first-to-file rule).

a. Plaintiff's Residence

Defendant correctly asserts Plaintiff's choice of forum should be given less weight because she was not a resident of the district where she initiated suit. ECF No. 25 at 11. Plaintiff's

residence outside of her chosen forum tends to reduce the deference afforded to that choice, though it is by no means dispositive.

b. Operative Facts in the Chosen Forum

To determine if the weight given to Plaintiff's choice of forum must be further reduced, the Court must examine the extent of both Plaintiff and Defendant's contacts with the forum. *Lou v. Belzberg*, 834 F.2d 730, 739 (9th Cir. 1987) (citing *Pac. Car & Foundry Co. v. Pence*, 403 F.2d 949, 954 (9th Cir. 1968)). If the operative facts have not occurred within the forum, Plaintiff's choice is entitled to minimal deference. *Id.*

The parties dispute the extent to which the operative facts took place in the Northern District. The operative facts in an ERISA case include: (a) where the claims were administered; (b) where the employee worked and received medical treatment; (c) where the employer and plan administrator are headquartered; and (d) other connections to the forum. See *Hamer v. JP Morgan*, No. 22-cv-06886-LB, 2023 WL 4053801, at *6 (N.D. Cal. June 16, 2023). Defendant contends the operative facts have not occurred within the forum, and the forum has no particular interest in the parties or subject matter. ECF No. 25 at 11.

*6 The case has some connections to the Eastern District where Defendant proposes to transfer it, and many of the operative facts are not tied to either this district or that one. But at least one operative fact occurred in this district, and a second occurred in both the Northern District and Eastern District. Thus, Plaintiff has established a sufficient connection to this district for her choice of forum to be entitled to deference. The Court addresses some of the relevant facts in turn below.

First, though neither party cites a Ninth Circuit opinion directly defining where a plan or claims are administered, the parties agree that the Plan was not administered in this district. Plaintiff acknowledges that Defendant's “headquarters are located in Portland, Maine, and her claim was administered by [Defendant's] employees located outside of the State of California, and thus not within either the Northern or Eastern Districts of California.” ECF No. 33 at 8. At the July 14 hearing, defense counsel asserted that the policy documents specify that the Plan is administered in Illinois. Plaintiff's counsel did not dispute that assertion. Accordingly, without needing to resolve conclusively where the Plan was

administered, there is no argument or evidence that such administration occurred in the Northern District of California. The operative fact of where the Plan was administered therefore does not lend deference to Plaintiff's choice of forum (though it is also not a reason to transfer to the Eastern District).

Next, Plaintiff worked at Kirkland & Ellis in San Francisco. Compl. ¶ 2. Defendant disputes the extent to which her commute to San Francisco is documented in the record. See ECF No. 40 at 7. A declaration by Plaintiff's romantic partner and caregiver, however, states as Plaintiff's condition worsened, she tried several accommodations such as working from home, suggesting she worked in person prior to her purported disability. ECF No. 34-4 at 4, ¶ 9. Further, a friend's declaration states that she was at least "at one point ... commuting daily to and from the Bay Area for her job." ECF No. 34-5, ¶ 9. Although Plaintiff did not provide information to corroborate the length of commute or how many times a week she commuted, Defendant has the burden of proof on its motion to transfer venue. See *Int'l Painters & Allied Trades Indus. Pension Fund v. Tri-State Interiors, Inc.*, 357 F. Supp. 2d 54, 56 (D.D.C. 2004); *Operation: Heroes, Ltd. v. Procter & Gamble Prods., Inc.*, 903 F. Supp. 2d 1106, 1111 (D. Nev. 2012) (citing *Amini Innovation Corp. v. JS Imports, Inc.*, 497 F. Supp. 2d 1093, 1109 (C.D. Cal. 2007)). There is no evidence or suggestion by either party that, when Plaintiff commuted to work in person as opposed to working from home, she did so anywhere other than San Francisco. The Court therefore accepts for the purpose of the present Motion that Plaintiff commuted to San Francisco regularly prior to her alleged disability, and thus that the operative fact of Plaintiff's employment took place at least primarily in the Northern District of California.⁵

*7 The parties dispute the extent to which Plaintiff received medical care in the Northern District. Plaintiff claims she was treated by health care providers throughout California, including two who are based in the Northern District. ECF No. 33 (Plaintiff's Opposition) at 7–8. Plaintiff specifically listed Dr. Rakic (Neuropsychology) and Dr. Snell (Workwell Foundation) as located in the Northern District. *Id.* In response, Defendant argues all her key treating physicians except for her rheumatologist (who is located in Orange County) are located in the Eastern District. ECF No. 40 at 5. Defendant further contends Dr. Rakic and Dr. Snell are one-time retained medical evaluators. *Id.* at 8. Lastly, Defendant notes that the exhibit Plaintiff cites for Dr. Snell lists an address for his office, the Workwell Foundation, in Ripon,

which is located in the Eastern District. *Id.* (citing ECF No. 34-8). At the July 14 hearing, Plaintiff's counsel clarified that the Ripon address was outdated, and at the Court's invitation, Plaintiff subsequently filed a request for judicial notice of a page from the Workwell Foundation's website indicating that its patient testing facility is located in Santa Rosa, which is in the Northern District. ECF No. 42. Accordingly, at least some potential medical witnesses are located in this district. Even if the doctors in this district only evaluated Plaintiff for the purpose of her disability claim, such evaluation is among the facts relevant to this action challenging the denial of that claim, and thus provides a logical connection between this case and Plaintiff's chosen forum.⁶

In considering the location of an alleged breach in an ERISA case, some district courts hold breach occurs where payments are to be received, others hold breach occurs where the decision to deny payments occurred, and still others hold that the choice between those two options depends on whether a plaintiff asserts claims for breach of contract or breach of fiduciary duty. *Melichar v. Blue Cross & Blue Shield of Kan., Inc.*, 309 F. Supp. 3d 719, 722–24 (D. Neb. 2018). Defendant contends the alleged breach of contract occurred in the Eastern District of California, where the benefits were to be received. ECF No. 25 at 11. Plaintiff asserted in her Complaint that her claim was terminated in the Northern District, Compl. ¶ 4, but she did not pursue that argument in her opposition brief or at the hearing. The location of breach or termination therefore does not support Plaintiff's choice of forum in this district.

Though not all of the operative facts above occurred in this forum, Plaintiff's claim has a logical relationship to this district when her disability policy at issue arose from her employment here and at least some of the doctors whose opinions are relevant to her disability claim are located here. The operative facts of the case therefore do not significantly undermine the deference afford to Plaintiff's choice of forum.

c. Forum Shopping

The Court must also consider whether forum shopping supports disregarding Plaintiff's choice of forum. The record here does not reflect the sort of conduct that would support disregarding Plaintiff's choice of forum entirely on that basis. Plaintiff did not file repeated, redundant, or frivolous lawsuits. *Lewis v. Sw. Airlines Co.*, No. 16-cv-00749-JCS, 2016 WL 3091998, at *4 (N.D. Cal. June 2, 2016); *Italian*

Colors, 2003 WL 22682482, at *4. Likewise, Plaintiff has not indicated that she chose the forum to take advantage of favorable rules. *Lewis*, 2016 WL 3091998, at *4; *Marshall v. Monster Beverage Corp.*, No. 14-cv-02203-JD, 2014 WL 3870290, at *2 (N.D. Cal. Aug. 6, 2014). Rather, Plaintiff filed in a venue permitted by ERISA's liberal venue provisions, and with logical connections to her claim.

Defendant argues that Plaintiff's interest in filing in the Northern District for a quicker trial date is itself forum shopping. ECF No. 40 at 10. Defendant relies on two out-of-circuit Virginia cases. ECF No. 40 at 11. In the first of those cases, the Eastern District of Virginia determined that a plaintiff was primarily motivated by "docket considerations," which the court characterized as "blatant forum shopping." *Telepharmacy Sols., Inc. v. Pickpoint Corp.* 238 F. Supp. 2d 741, 744 (E.D. Va. 2003). In the second, more nuanced decision, the court held that even when docket considerations were the "primary" reason a party initiated suit in a particular forum, that consideration still should weigh *against* transfer, but would not outweigh "other more significant reasons in favor of transfer." *Original Creatine Patent Co. Ltd. v. Met-RX USA, Inc.*, 387 F. Supp. 2d 564, 572 (E.D. Va. 2005). Contrary to Defendant's characterization, ECF No. 40 at 11, that second decision does not address "forum shopping."

*8 At least the stronger version of the rule as presented in *Telepharmacy Solutions*, that seeking a speedy docket equates to improper forum shopping, is inconsistent with the Ninth Circuit's decision in *Decker Coal* and the weight of district court authority in this circuit. In *Decker Coal*, the Ninth Circuit specifically acknowledged "administrative difficulties flowing from court congestion" as a relevant factor that might favor one forum over another. 805 F.2d at 843. Widely followed district court cases such as *Royal Queenstex* discuss "time to trial" as a relevant factor. 2000 WL 246599, at *2. Such considerations cannot be inherently improper in a plaintiff's decision of where to file a case when existing case law establishes court congestion as relevant to a court's decision of whether to transfer it.

Defendant relies on one case from this district that cited *Telepharmacy Solutions'* rule with approval. ECF No. 40 at 11 (citing *Nuance Commc'ns, Inc. v. Abby Software House*, No. C 08-2912 JSW, 2008 WL 11383775, at *2 N.D. Cal. Sept. 29, 2008, recommendation adopted, 2008 WL 11383776 (N.D. Cal. Nov. 6, 2008)). That decision was not an order on a motion to transfer, but instead addressed a motion for the defendant to recover its costs based on the plaintiff having

voluntarily dismissed an earlier case filed in Wisconsin. *Nuance Commc'ns, Inc.*, 2008 WL 11383775, at *1. There, the plaintiff filed suit in Wisconsin, voluntarily dismissed that case, and refiled in the Central District of California but "failed to offer any cogent reason" for doing so, and that court transferred the case to the Northern District of California, where both parties had offices and most if not all of the relevant facts, evidence, and witnesses were located. *Id.* at *1–2. In granting the defendant its costs, Judge James noted the Central District of California's finding of "ample evidence" of forum shopping, characterized that finding as based on the plaintiff's interest in a faster docket, and cited in passing the two Eastern District of Virginia decisions discussed above. *Id.* at *2. In context, however, the Central District's order granting the motion to transfer relied not merely on the plaintiff's interest in a faster forum to establish "forum shopping," but instead on the unusual circumstances of a plaintiff that filed suit in one forum with only attenuated connections to the case, then voluntarily dismissed when the presiding judge was injured, then filed suit in another district that *also* had only very limited ties to the case. See *Nuance Commc'ns, Inc. v. Abby Software House*, No. CV 08-01097 AHM (FFMx), 2008 WL 11338129, at *3–4 (C.D. Cal. June 3, 2008). That court acknowledged relative court congestion as a legitimate factor that weighed against transfer, though it gave it little weight. *Id.* at *5.

Here, Plaintiff has not engaged in the sort of unusual gamesmanship in selecting where to file that courts in the Ninth Circuit have generally treated as improper forum shopping. See *id.* at *3–4; *Lewis*, 2016 WL 3091998, at *4; *Italian Colors*, 2003 WL 22682482, at *4. Plaintiff's mere reference to relative court congestion—a factor specifically endorsed by the Ninth Circuit and district courts therein—is not a reason to disregard her choice of forum entirely on the basis of "forum shopping."

* * *

Considering the totality of the circumstances, although Plaintiff is not a resident of the chosen forum, the case has other meaningful connections to this district that support affording at deference to her choice, particularly that Plaintiff worked at Kirkland & Ellis's office in San Francisco and received some medical evaluation in the Northern District. There is also no evidence of improper forum shopping. Taking into account the heightened deference generally owed to ERISA plaintiffs' decisions of where to file, this Court will therefore defer to Plaintiff's choice of forum "unless the

balance of convenience is strongly in favor of [Defendant].” See *Int’l Painters*, 357 F. Supp. 2d at 55.

2. Convenience of the Parties is Neutral

*9 The next consideration is the convenience to the parties. No party to this case resides in the Northern District of California. Defendant is a Maine corporation with its headquarters in Portland, Maine, ECF No. 25 at 9, which apparently does business in both the Northern and Eastern Districts of California. Plaintiff lives in Woodland California, in the Eastern District of California. ECF No. 26-1 ¶ 6. The Court declines to infer any meaningful added convenience to her of litigating in that district when she chose to file this case here instead, but Plaintiff also has not identified any cognizable convenience to litigating the case here. There is no apparent inconvenience to either party if the case were transferred to the Eastern District or if the case remains in this district.

Although Plaintiff’s counsel is located within Northern District, the statute allows for the transfer of a case, “[f]or the convenience of parties and witnesses” and does not expressly reference the convenience of their counsel. See *LightMed Corp. v. Ellex Medical Pty. Ltd.*, No. 13-cv-03933-WHO, 2013 WL 6512720, at *2 (N.D. Cal. Dec. 12, 2013) (holding that counsel’s location based in the district does not establish a connection between the action and the district); *Wilson v. Walgreen Co.*, No. C-11-2930 EMC, 2011 WL 4345079, at *5 (N.D. Cal. Sept. 14, 2011); *Lewis*, 2016 WL 3091998, at *5. The convenience of the parties is therefore neutral.

3. Convenience of the Witnesses Marginally Favors Transfer

“The convenience of witnesses is often the most important factor in resolving a motion to transfer. The trial court looks at who the witnesses are, where they are located, and the relevance of their testimony.” *Bunker v. Union Pac. R.R. Co.*, No. C 05-04059, 2006 WL 193856, at *2 (N.D. Cal. Jan. 23, 2006). However, in ERISA long-term disability actions the Ninth Circuit has held “review is likely to be limited to the administrative record alone, without the need for any additional witnesses,” thereby substantially reducing the relevance of this factor. *Bohara v. Backus Hosp. Med. Benefit Plan*, 390 F. Supp. 2d 957, 963 (C.D. Cal. 2005) (citing *Kearney v. Standard Ins. Co.*, 175 F.3d 1084, 1090

(9th Cir. 1999)); *Mongeluzo v. Baxter Travenol Disability Benefit Plan*, 46 F.3d 938, 944 (9th Cir. 1995) (holding that the district court has discretion to allow evidence not before the administrator “only when circumstances clearly establish that additional evidence is necessary to conduct an adequate de novo review” and that, in most cases, only the evidence that was before the plan administrator should be considered).

Plaintiff contends that because review is likely to be limited to administrative record, this factor should be afforded minimal deference. ECF No. 33 at 12–13. Defendant agrees that witnesses are unlikely, and this factor is “neutral.” ECF No. 25 at 12. Defendant also notes that courts have discretion to consider new medical evidence outside of the administrative record and suggests that because the primary cause of Plaintiff’s alleged disability is Long COVID, a relatively new condition, medical testimony may be helpful. ECF No. 40 at 12. Thus, while both parties agree the likelihood of the court considering new medical evidence outside the administrative record is slim, if Defendant seeks to depose witnesses or call them at trial, the Eastern District of California will be more convenient given that most of Plaintiff’s doctors are located within that forum.

In sum, this factor marginally favors transfer, but carries little weight when witnesses are unlikely to be necessary.

4. Ease of Access to the Evidence Is Neutral

Similar to the reasoning above, because the case will likely be limited to the administrative record, the choice of forum is unlikely to affect either party’s access to evidence. Even if extrinsic evidence is presented, neither party has identified evidence that would be available only in one district or the other. In the event that any witnesses are required to testify, it may be somewhat more convenient for most of them to testify in the Eastern District as discussed above, but even those witnesses who live in that district could likely be required to testify at a deposition or trial in this district if necessary because they are located within the same state and less than one hundred miles away. See *Fed. R. Civ. P. 45(c)(1)*. Conversely, any witnesses located in this district could likely also be called to testify in the Eastern District. The factor of access to evidence is therefore neutral.

5. Each Forum Is Equally Familiar with Applicable Law

*10 Because ERISA is a federal statute, either district court would be equally familiar with governing law. *See e.g., Lowell v. United Behavioral Health*, 20-cv-01989-YGR, 2020 WL 3504624 at *2 (N.D. Cal. 2020). This factor therefore does not affect the balance.

6. Local Interest Is Neutral

This case does not involve a relevant local interest arising from the location where the Plan is administered, because the Plan is not administered in either this district or the district proposed for transfer. *See Holland v. ACL Transp. Servs., LLC*, 815 F. Supp. 2d 46, 60 (D.D.C. 2011) (denying transfer because of local interest in administration and uniformity of a trust administered in the District of Columbia); *Virts v. Prudential Life Ins. Co. of Am.*, 950 F. Supp. 2d 101, 108 (D.D.C. 2013). The Eastern District has some local interest in the case because Plaintiff resides there. *See Gipson v. Wells Fargo & Co.*, 563 F. Supp. 2d 149, 152 (D.D.C. 2008) (local interest for the District of Minnesota when second highest number of plan participants lived in the state); *Virts*, 950 F. Supp. 2d at 108. On the other hand, this district may have some local interest in interpreting a disability plan governing other employees of the San Francisco office where Plaintiff worked. Weighing those considerations together, this factor does not meaningfully favor either district.

7. Feasibility of Consolidation of Claims Is Not Relevant

Neither party has identified a similar case or claim that should be consolidated with this matter. This factor is therefore neutral.

8. Court Congestion Weighs Against Transfer

A comparison of the congestion of the two forums weighs against transfer. Plaintiff contends statistics show the median time from a case's filing to the start of trial is 64.6 months as of December 2025 in the Eastern District compared to the Northern District's 38.9 months. ECF No. 33 at 15. Plaintiff also notes that the December 2025 quarterly report does not reflect the recent influx in immigration habeas petitions in the Eastern District, where many ICE detention

facilities are located. *Id.* Defendant argues however, that difference is insignificant because this is an ERISA case that will not require a jury trial. ECF No. 40 at 12. Defendant contends using the time for filing to any kind of disposition in civil cases is more apt for this situation, and based on that metric, identifies a lesser disparity between 7.5 months in the Northern District and 8.4 months for the Eastern District. ECF No. 33 at 14. Either way, court congestion weighs against transfer, though this is, “at best, a minor factor in the [section 1404](#) calculus.” *Schultz v. Harry S. Truman Scholarship Found.*, No. 20-cv-04058-MMC, 2022 WL 3691663, at *4 (N.D. Cal. Aug. 25, 2022) (quoting *Royal Queentex*, 2000 WL 246599, at *8).

9. Transfer Is Not Warranted

Ultimately, none of the relevant factors convince the Court that transfer to the Eastern District of California is appropriate. Though the weight afforded to Plaintiff's choice of forum is somewhat reduced because she resides outside of the chosen forum, her choice is still entitled to significant deference, particularly in an ERISA action. The record does not reflect either improper forum shopping or a wholesale lack of operative facts in this district that would justify disregarding her chosen forum entirely. To the contrary, this case arises in significant part from Plaintiff's employment in this district.

*11 The other relevant factors addressed above are a mixed bag of considerations that both favor and oppose transfer—none of them particularly strongly—as well as many that do not point in either direction. They do not outweigh Plaintiff's choice to file here, and Defendant has not met its burden to show that the balance of convenience sufficiently favors transfer.

IV. CONCLUSION

For the foregoing reasons, Defendant's Motion to Transfer Venue to the Eastern District of California is DENIED.

IT IS SO ORDERED.

All Citations

--- F.Supp.3d ----, 2026 WL 2184768

Footnotes

- 1 The parties have consented to the jurisdiction of a magistrate judge for all purposes under [28 U.S.C. § 636\(c\)](#). This case was reassigned to the undersigned magistrate judge after all parties consented and stipulated to reassignment. See ECF Nos. 29, 30, 31.
- 2 This Order at times cites Plaintiff's Complaint either for facts that are not materially in dispute, see ECF No. 20 (Defendant's Answer), or for potentially disputed contentions where the dispute itself may be relevant to the question of venue. Nothing in this Order should be construed as resolving any question of fact that might be disputed on the merits.
- 3 Defendant does not dispute that venue and jurisdiction are proper in this district. See ECF No. 25 at 10. Defendant moves to transfer solely for convenience under [§ 1404\(a\)](#), not to cure a defect in venue or jurisdiction under [28 U.S.C. § 1406](#) or [28 U.S.C. § 1631](#).
- 4 *Jacobson* was amended on denial of rehearing, [128 F.3d 1305 \(9th Cir. 1997\)](#), and subsequently reversed on other grounds, [525 U.S. 432](#), [119 S.Ct. 755](#), [142 L.Ed.2d 881 \(1999\)](#), but that subsequent history did not address issues of transfer or venue.
- 5 At the hearing, the Court noted the recent decision granting a motion to transfer in *Layfield v. Unum Life Insurance Co. of America*, No. 24-cv-03616-AMO, 2025 WL 1359219 (N.D. Cal. May 9, 2025), a case not cited by either party. Unlike the present case, the plaintiff in *Layfield* did not work in this district. See *id.* at *1 ("Layfield resides in Pacific Palisades in the Central District of California, and she was the only person in her practice team based in DLA Piper's Century City offices near her home.").
- 6 Based on Dr. Rakic's undisputed presence in the Northern District, the Court's conclusion on this point would not change even if the belated evidence regarding Dr. Snell's location were set aside. See ECF No. 34-7 (reflecting an address for Dr. Rakic's office in Walnut Creek).