

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

Mims v. FedEx Corporation

Mims · No. 25-cv-05722-JST · Decided October 6, 2025

SUMMARY

The court transfers the plaintiff's ERISA action concerning denial of a hardship withdrawal from the Northern District of California to the Western District of Tennessee. The transfer is based on a forum-selection clause in the retirement plan, which the court enforces under Ninth Circuit precedent holding that ERISA does not bar such clauses.

CASE DETAILS

COURT	United States District Court for the Northern District of California
WRITING FOR THE COURT	Jon S. Tigar
JURISDICTION	United States District Court for the Northern District of California
DECIDED	October 6, 2025
DOCKET	25-cv-05722-JST
DISPOSITION	other
PROCEDURAL POSTURE	Defendants moved to dismiss for failure to state a claim and for improper venue, or alternatively to transfer the case. The court granted FedEx's motion to transfer without reaching the remaining arguments.
STANDARD OF REVIEW	The court resolved the venue-transfer motions without oral argument under Federal Rule of Civil Procedure 78(b) and Civil Local Rule 7-1(b).
PRECEDENTIAL VALUE	Unpublished district court order; precedential status unknown

TOPICS

- venue
- erisa
- employee benefits
- civil procedure

PRACTICE AREAS

- ERISA
- civil procedure
- venue

QUESTIONS PRESENTED

1. Whether the Plan's forum-selection clause is enforceable notwithstanding ERISA's venue provision.
2. Whether the case should be transferred to the United States District Court for the Western District of Tennessee.

HOLDINGS

1. ERISA's permissive venue provision does not bar parties from agreeing in advance to litigate ERISA disputes in a specific federal forum; the Plan's forum-selection clause is enforceable.
2. The action must be transferred to the United States District Court for the Western District of Tennessee pursuant to the Plan's forum-selection provision.

KEY QUOTATIONS

“ERISA does not bar forum selection clauses,” *id.* at 733” (at 2)

“Accordingly, the Court grants FedEx’s motion to transfer this case to the United States District Court for the Western District of Tennessee.” (at 2)

FACTUAL BACKGROUND

Mims participated in the FedEx Corporation Retirement Savings Plan and claimed that FedEx and Vanguard violated ERISA by improperly denying his request for a hardship withdrawal. The Plan provided that disputes arising under the Plan would be adjudicated in the United States District Court for the Western District of Tennessee, and that claimants consented to personal jurisdiction there and waived objections that venue was inconvenient or improper. Mims did not dispute the provision's applicability or that it required suit in the Western District of Tennessee.

PROCEDURAL HISTORY

Satchidananda Mims filed an ERISA action in the Northern District of California against FedEx Corporation and the Vanguard Group, Inc., alleging improper denial of a hardship withdrawal from the FedEx Corporation Retirement Savings Plan. FedEx and Vanguard moved to dismiss and/or challenge venue. The court enforced the Plan's forum-selection provision and transferred the case to the United States District Court for the Western District of Tennessee, leaving the remaining arguments for that court.

DISPOSITION

other

REMAND INSTRUCTIONS

The case was transferred to the United States District Court for the Western District of Tennessee. The transferee court was left to decide the parties' remaining arguments.

CASES CITED

- In re Becker, 993 F.3d 731, 732-33 (9th Cir. 2021)

