

**UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
CALIFORNIA**

Mims v. FedEx Corporation

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

OPINION

Mims v. FedEx Corporation

PER CURIAM.

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3 UNITED STATES DISTRICT COURT

4 NORTHERN DISTRICT OF CALIFORNIA

5 6 SATCHIDANANDA MIMS, Case No. 25-cv-05722-JST 7 Plaintiff,

ORDER TRANSFERRING CASE

v. 8 Re: ECF Nos. 14, 17 9 FEDEX CORPORATION, et al., Defendants. 10 11 12 Plaintiff
Satchidananda Mims, a participant in the FedEx Corporation Retirement Savings 13 Plan
("Plan"), contends that Defendants FedEx Corporation and the Vanguard Group, Inc. violated 14
the Employee Retirement Income Security Act of 1974 ("ERISA") when they improperly denied
15 his request for a hardship withdrawal. FedEx has moved to dismiss for failure to state a claim
or 16 to dismiss or transfer for improper venue. ECF No. 14. Vanguard has moved to dismiss both
for 17 failure to state a claim and for improper venue. ECF No. 17. The Court finds these motions
18 suitable for resolution without oral argument, see Fed. R. Civ. P. 78(b); Civil L.R. 7-1(b), and
will 19 transfer this case without reaching the parties' remaining arguments. 20 The Plan contains
the following venue provision: 21 The parties shall submit to the jurisdiction of the United States
District Court for the Western District of Tennessee for adjudication 22 of all disputes arising
under the Plan. All Claimants consent to the personal jurisdiction of the United States District
Court for the 23 Western District of Tennessee and waive any objection that such venue is
inconvenient or improper. 24 25 ECF No. 14-2 at 16. Mims does not contest that this provision
applies to his claims, or that it 26 requires suit to be brought in the United States District Court for
the Western District of 27 Tennessee. However, he argues that the provision should not be
enforced in light of ERISA's 1 administered, where the breach took place, or where a defendant
resides or may be found." 29 2 |} US.C. § 1132(e)@). 3 The Ninth Circuit has already considered
and rejected that argument, concluding that 4 || "Congress's use of [the] permissive 'may' [in
Section 1132(e)(2)] is instructive. It chose to open 5 three venues for suit, but not to require
them." Jn re Becker, 993 F.3d 731, 732-33 (9th Cir. 6 || 2021). The court explained: 7 Among the
Employee Retirement Income Security Act's (ERISA) many goals is to provide "ready access to
the Federal courts." 8 29 U.S.C. § 1001(b). But ready access does not mean parties cannot agree to

litigate in a specific forum in advance. And here the parties 9 did just that: Plaintiff Yvonne Becker and Wells Fargo chose to have their disputes heard in Minnesota federal court. The district 10 court, therefore, did not err in transferring this case to that forum and we deny Becker's petition for a writ of mandamus to cancel that 11 transfer order. a 12 || Id. at 732. "ERISA does not bar forum selection clauses," id. at 733, and Mims's only argument 13 against transfer is therefore not persuasive. v 14 Accordingly, the Court grants FedEx's motion to transfer this case to the United States 15 District Court for the Western District of Tennessee. The Court makes no determination on the Q 16 || parties' remaining arguments, which it leaves to the transferee court to decide. The Clerk shall 17 || close the file. 18 IT IS SO ORDERED. 19 Dated: October 6, 2025

20 JON S. TIGA

2] nited States District Judge 22 23 24 25 26 27 28