

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

Mims v. FedEx Corporation, et al.

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

SUMMARY

The United States District Court for the Northern District of California denied Satchidananda Mims’s renewed ex parte motion for a temporary restraining order concerning an ERISA-related hardship withdrawal request. The court held that Mims failed to certify that notice had been provided to the defendants and had not shown a likelihood of success or serious questions on the merits. The court also reminded Mims to file a statement by August 8, 2025, if he wished to proceed with the lawsuit.

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	July 25, 2025
DOCKET	25-cv-05722-JST
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff filed a renewed ex parte motion for a temporary restraining order in an ERISA action after the court denied his initial ex parte motion.
STANDARD OF REVIEW	A temporary restraining order is an extraordinary remedy requiring a clear showing of entitlement. The movant must establish likelihood of success on the merits, likely irreparable harm absent relief, a favorable balance of equities, and that an injunction is in the public interest. Serious questions going to the merits may support relief if the other required thresholds are satisfied.
PRECEDENTIAL VALUE	Unpublished federal district court order; limited precedential value.

TOPICS

- injunctions
- civil procedure
- erisa
- employee benefits

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether Mims satisfied the notice-certification requirement for an ex parte motion for a temporary restraining order.
2. Whether Mims demonstrated a likelihood of success on the merits or serious questions going to the merits of his claim that Defendants violated ERISA-related regulations by refusing his hardship withdrawal request.
3. Whether Mims was entitled to a renewed temporary restraining order.

HOLDINGS

1. A statement that the movant will provide notice in the future does not satisfy Civil Local Rule 65-1(a) (5), which requires a declaration certifying that notice has been provided or explaining why notice could not be provided. Because Mims made neither showing, the renewed motion for a temporary restraining order was denied.
2. Mims failed to demonstrate a likelihood of success on the merits or even serious questions going to the merits, and therefore was not entitled to a temporary restraining order.

KEY QUOTATIONS

“Mims’s motion is denied because he failed to demonstrate that he provided the required notice or was unable to do so.” (at 1)

“Injunctive relief is “an extraordinary remedy that may only be awarded upon a clear showing that the plaintiff is entitled to such relief.”” (at 2)

“Accordingly, the Court concludes that Mims has failed to make the requisite showing of likelihood of success, or even serious questions, on the merits.” (at 3)

FACTUAL BACKGROUND

Mims sought to withdraw \$20,000 from an employee retirement account, asserting that the funds were necessary to prevent eviction from his residence. His request included rent arrears and disputed fees, anticipated legal fees, and prospective first and last month's rent, a security deposit, and moving costs. The record indicated that Mims's landlord had identified reasons for eviction beyond unpaid rent and had described Mims as an unauthorized occupant, and Mims presented no evidence that he was on the lease or could avoid eviction by paying the claimed amounts.

PROCEDURAL HISTORY

Mims filed an action alleging that Defendants violated ERISA by failing to release funds requested as a hardship withdrawal to prevent eviction. The Court denied his initial ex parte motion for a temporary restraining order on July 9, 2025. Mims filed a renewed ex parte motion on July 23, 2025, which the Court denied because he did not

establish that the required notice had been provided or could not be provided, and because he failed to show likelihood of success or serious questions on the merits.

DISPOSITION

other

CASES CITED

- *Stuhlbarg International Sales Co. v. John D. Brush & Co.*, 240 F.3d 832, 839 n.7 (9th Cir. 2001)
- *Winter v. Natural Resources Defense Council*, 555 U.S. 7, 20, 22 (2008)
- *Leiva-Perez v. Holder*, 640 F.3d 962, 966 (9th Cir. 2011) (per curiam)
- *Alliance for the Wild Rockies v. Cottrell*, 632 F.3d 1127, 1135 (9th Cir. 2011)

OPINION

1 2 3 4 UNITED STATES DISTRICT COURT 5 NORTHERN DISTRICT OF CALIFORNIA 6 7
SATCHIDANANDA MIMS, Case No. 25-cv-05722-JST 8 Plaintiff, ORDER DENYING
RENEWED MOTION FOR TEMPORARY 9 v. RESTRAINING ORDER 10 FEDEX
CORPORATION, et al., Re: ECF No. 9 Defendants. 11 12 13 Plaintiff Satchidananda Mims
alleges that Defendants have violated the Employee 14 Retirement Income Security Act of 1974
("ERISA") because they have "failed to release the 15 funds" he requested in a "hardship
withdrawal request in the gross amount of \$20,000 (net amount 16 \$17,000 after taxes) to prevent
imminent eviction from his primary residence." ECF No. 1 ¶¶ 1–2, 17 4.

On July 9, 2025, the Court denied Mims's ex parte motion for a temporary restraining order. 18
ECF No. 8. On July 23, 2025, Mims filed a renewed ex parte motion for a temporary restraining
19 order. ECF No. 9. The Court will deny the motion. 20 In a "certificate of notice" signed on July
21, 2025, Mims states that he "will send" copies 21 of the motion, supporting documents, and the
complaint to Defendants FedEx Corporation and 22 The Vanguard Group, Inc. on July 24, 2025.

ECF No. 9 at 8–9. His statement of future intent, 23 however, does not satisfy the requirement that
a motion for a temporary restraining order be 24 accompanied by a declaration "certifying that
notice has been provided to the opposing party, or 25 explaining why such notice could not be
provided." Civil L.R. 65-1(a)(5) (emphasis added). 26 Mims's motion is denied because he failed
to demonstrate that he provided the required notice or 27 was unable to do so.

1 temporary restraining order and a motion for a preliminary injunction. See *Stuhlbarg Int'l Sales*
2 *Co. v. John D. Brush & Co.*, 240 F.3d 832, 839 n.7 (9th Cir. 2001). Injunctive relief is "an 3
extraordinary remedy that may only be awarded upon a clear showing that the plaintiff is entitled 4
to such relief." *Winter v. Nat. Res. Def. Council*, 555 U.S. 7, 22 (2008).

A plaintiff “must establish that he is likely to succeed on the merits, that he is likely to suffer irreparable harm in the absence of preliminary relief, that the balance of equities tips in his favor, and that an injunction is in the public interest.” *Id.* at 20.

The court may “balance the elements” of this test, “so long as a certain threshold showing is made on each factor.” *Leiva-Perez v. Holder*, 640 F.3d 962, 966 (9th Cir. 2011) (per curiam). Thus, for example, “serious questions going to the merits and a balance of hardships that tips sharply towards the plaintiff can support issuance of a preliminary injunction, so long as the plaintiff also shows that there is a likelihood of irreparable injury and that the injunction is in the public interest.” *All. for the Wild Rockies v. Cottrell*, 632 F.3d 1127, 1135 (9th Cir.

2011) (citation modified). Based on the record before it, the Court cannot find that Mims is likely to succeed on the merits or that he has presented serious questions. The basis for his claim is that Defendants’ refusal to grant his withdrawal request violates 26 C.F.R. § 1.401(k)-1(d)(3)(ii)(B)(4). ECF No. 9 at 8.

Under that regulation, a distribution for “[p]ayments necessary to prevent the eviction of the employee from the employee’s principal residence” qualify for a distribution “made on account of an immediate and heavy financial need.” 26 C.F.R. § 1.401(k)-1(d)(3)(ii)(B)(4).

However, “[a] distribution is treated as necessary to satisfy an immediate and heavy financial need of an employee only to the extent the amount of the distribution is not in excess of the amount required to satisfy the financial need.” 26 C.F.R. § 1.401(k)-1(d)(3)(iii). Mims breaks down his request for \$20,000 as follows: \$10,500 in “[e]stimated rent arrears and disputed fees through July 31, 2025”; \$4,000 in estimated legal fees “to prepare a defense to the threatened eviction or file a motion for contempt in bankruptcy court”; and \$5,500 for “first/last month’s rent, security deposit, and moving costs if forced to relocate.” ECF No. 9 at 6–7.

The last of these categories—costs required if Mims has to move—cannot be categorized as payments necessary to prevent eviction. At a minimum, Mims’s request to withdraw funds was overbroad. Moreover, as the Court noted in its order denying Mims’s first motion for a temporary restraining order, it is not clear that Mims’s landlord would allow him to stay in his unit even if he were to pay all charges due—i.e., that the funds Mims requested are for “[p]ayments necessary to prevent [his] eviction.” 26 C.F.R. § 1.401(k)-1(d)(3)(i)(B)(4); see ECF No. 4 at 18-19 (letter from landlord to Mims describing Mims as an “unauthorized occupant” following the death of his mother, who was the legal tenant of the unit; providing reasons other than failure to pay rent and for damages, including “unacceptable” past behavior, “[s]ubstantial property damage,” and that Mims is “not an authorized tenant,” as reasons for the eviction; and offering until July 31, 2025, to allow Mims time to relocate).

10 || ECF No. 8 at 2. Mims has now filed a state court order from 2016 naming both him and 11 Akenduca Beasley as defendants in an unlawful detainer action, ECF No. 9-3 at 70-73, but he has 12 || presented no evidence that his name is on the lease or that he is currently otherwise authorized to 13 || remain in the unit.’ He also fails to present any evidence that he would avoid eviction by paying v 14 || the back rent and damages fees due.

Accordingly, the Court concludes that Mims has failed to O 15 make the requisite showing of likelihood of success, or even serious questions, on the merits. His © 16 || renewed motion for a temporary restraining order is therefore denied. 17 The Court reminds Mims that, on or before August 8, 2025, he must file a statement with 18 the Court if he seeks to proceed with this lawsuit now that he has been denied a temporary 19 || restraining order.

ECF No. 8 at 3. As the Court previously advised, “If Mims fails to file a 20 || statement by that date, the Court will dismiss this case without prejudice.” Id. 21 IT IS SO ORDERED. 22 || Dated: July 25, 2025 23 JON S. TIGA 24 nited States District Judge 25 26 28 ' Nor is it clear whether Beasley was the only person who appeared on the lease as of the date of the 2016 order, or whether Beasley is Mims’s deceased mother.