

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

ROBERT JOSEPH COLEMAN,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 03-485-KAJ
)	
STATE FARM MUTUAL AUTOMOBILE)	
INSURANCE COMPANY,)	
)	
Defendant.)	

MEMORANDUM ORDER

Presently before the Court is Defendant State Farm Mutual Automobile Insurance Company's ("State Farm") Motion to Transfer Venue (Docket Item ["D.I."] 3; the "Motion") under 28 U.S.C. § 1404(a) to the United States District Court for the District of Maryland. This court has jurisdiction pursuant to 28 U.S.C. § 1332. For the reasons set forth below, the Defendant's Motion is DENIED.

I. FACTS

The plaintiff in this case is Robert Joseph Coleman, a citizen of Delaware. (D.I. 1 at ¶ 3.) The Defendant is State Farm, an Illinois Corporation registered to do business in Delaware and registered to receive service of process in Delaware through its agent, the Insurance Commissioner of the State of Delaware. (*Id.* at ¶ 4.) On May 20, 2000, Plaintiff was involved in a car accident in Maryland. (*Id.* at ¶ 5.) He was driving Melissa Cox's ("Cox") car when he stopped to make a left hand turn and was rear-ended by Tammie Hampton ("Hampton"). (D.I. 4 at 1.) Cox and Hampton both reside in Maryland. (*Id.* at 1.) At the time of the accident, Hampton was insured with Nationwide Insurance Company ("Nationwide") (*Id.* at 1.), and Cox was insured with State Farm (*Id.*). Nationwide tendered its policy limits in the amount of

\$20,000.00 to Plaintiff. (D.I. 4 at 2.) Plaintiff also recovered \$275,000.00 from his personal insurer, Pennsylvania National Mutual Casualty Insurance Company. (*Id.* at 2.)

Plaintiff sought to recover \$100,000.00 from Cox’s underinsured motorist policy with State Farm. (D.I. 1 at ¶ 12, 16.) The policy provided, in part, uninsured/underinsured motorist coverage with limits in the amount of \$100,000.00. (*Id.* at ¶ 10.) State Farm does not dispute that Plaintiff qualified as an “insured” under the policy, which Cox contracted for in the State of Maryland, but State Farm denied his claim. (D.I. 4 at 1-2.) Plaintiff claims that State Farm “exhibit[ed] unfair insurance practices and bad faith insurance practice[s]” by failing to pay Plaintiff the benefits of the policy under which the car he was driving during the accident was insured. (D.I. 1 at ¶ 17.) Specifically, Plaintiff asserts that because State Farm gave Plaintiff authority to accept the \$20,000.00 liability limit under the Nationwide policy, Plaintiff is also entitled to the \$100,000.00 liability limit under the State Farm policy. (D.I. 1.) Plaintiff also claims that as a result of State Farm denying the benefits, he has suffered physical, mental, emotional, and economic hardship. (*Id.* at ¶ 18.)

II. DISCUSSION

On a motion for transfer of venue under 28 U.S.C. § 1404(a),¹ the burden falls upon the movant to demonstrate that the convenience of the parties, the convenience of the witnesses, and the interest of justice are served by transfer. *See Waste Distillation Technology, Inc. v. Pan American Resources, Inc.*, 775 F.Supp. 759, 762 (D.Del., 1991) (movant “bears the burden of proving that justice requires a substitute forum and a transfer is not to be liberally granted”).

¹Section 1404(a) provides, “for the convenience of parties and witnesses, in the interest of justice, a district court may transfer any civil action to any other district or division where it might have been brought.”

“Because the plaintiff’s rational choice of forum should not be lightly disturbed, a transfer is not to be liberally granted.” *Intel Corp. v. Broadcom Corp.*, 167 F.Supp.2d 692, 706 (D.Del. 2001) (citing *Shutte v. Armco Steel Corp.*, 431 F.2d 22, 25 (3d Cir. 1970) (internal quotes omitted)).

“Unless the balance is strongly in favor of transfer, the plaintiff’s choice of forum should prevail.” *Shutte*, 431 F.2d at 25.

In *Jumara v. State Farm Ins. Co.*, 55 F.3d 873 (3d Cir. 1995), the Third Circuit set forth examples of several public and private interests a court may consider when analyzing the propriety of transfer. The private interests include the plaintiff’s forum preference “as manifested in the original choice,” the defendant’s preference, and whether the claim arose elsewhere. *Id.* at 879 (citations omitted). The public interest factors include, “the enforceability of the judgment; practical considerations that could make the trial easy, expeditious, or inexpensive; the relative administrative difficulty in the two fora resulting from court congestion; the local interest in deciding local controversies at home; the public policies of the fora; and the familiarity of the trial judge with the applicable state law in diversity cases.” *Id.* at 879-80.

The only public interest factor of significance raised by the Defendant is the argument that I should grant its Motion because the contract between Cox and State Farm, under which Plaintiff seeks to recover, was entered into in Maryland “with the intention that Maryland law would apply to its interpretation.” (D.I. 4 at 9.) This, however, is a choice of law argument and is not alone a sound basis for transfer because this case does not have to be litigated in Maryland in order for Maryland law to be applied.

The “private interests” set forth in *Jumara* do not weigh in favor of transfer. The Plaintiff’s choice of forum is rational and would serve the convenience of the parties and

witnesses. Plaintiff, all of Plaintiff's treating physicians , and all of the medical documents associated with this case are in Delaware (D.I. 5 at 3). Defendant's medical expert and the adjuster for the Defendant both reside in Delaware. (*Id.*) Defendant's medical expert who conducted an independent medical examination of Plaintiff has his office in Delaware. (*Id.*). Finally, State Farm is an Illinois corporation, and although Delaware is not its principle place of business, State Farm is registered to do business in Delaware. Thus, State Farm has not demonstrated that it would be more convenient to litigate the case in Maryland, as opposed to Delaware.

State Farm has not carried its burden in establishing that the private and public interests underlying § 1404 warrant transfer. *See Lee v. The Ohio Casualty Ins. Co.*, 445 F.Supp. 189, 192 (D.Del. 1978) ("The balance of convenience must be strongly in favor of the movant. If the balance of the factors is equal or is only slightly in favor of the movant, a court should not transfer the case."). Accordingly,

IT IS HEREBY ORDERED that

The Defendant's Motion to Transfer Venue (D.I. 3) is DENIED.

Kent A. Jordan
UNITED STATES DISTRICT JUDGE

April 1, 2004

Wilmington, Delaware