E080781

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FOURTH APPELLATE DISTRICT, DIVISION 2

BENJAMIN SERYANI, et al.,
Appellants,

v.

AMERICAN UNIVERSITY OF MADABA, et al.,
Respondents.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO
CASE NO. CIVDS1925212 · HON. DONALD ALVAREZ

APPELLANTS' OPENING BRIEF

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TO BE FILED IN THE COURT OF APPEAL **APP-008**

COURT OF APPEAL FOURTH **APPELLATE DISTRICT, DIVISION** TWO	COURT OF APPEAL CASE NUMBER: E080781
ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NUMBER: 318480 NAME: James Decker (SBN 306879) | Griffin Schindler (SBN 318480) FIRM NAME: Decker Law STREET ADDRESS: 27762 Antonio Pkwy, L-1-464 CITY: Ladera Ranch STATE: CA ZIP CODE: 92694 TELEPHONE NO.: 949-942-6525 FAX NO.: E-MAIL ADDRESS: gschindler@decker-law.com ATTORNEY FOR (*name*): Appellants Benjamin Seryani and Synergy Select One, LLC	SUPERIOR COURT CASE NUMBER: CIVDS1925212
APPELLANT/ PETITIONER: Benjamin Seryani, et al. RESPONDENT/ REAL PARTY IN INTEREST: American University of Madaba, et al.	

CERTIFICATE OF INTERESTED ENTITIES OR PERSONS

(Check one): [X] INITIAL CERTIFICATE [ ] SUPPLEMENTAL CERTIFICATE

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1. This form is being submitted on behalf of the following party (*name*): Appellants Benjamin Seryani and Synergy Select One, LLC

2. a. [X] There are no interested entities or persons that must be listed in this certificate under rule 8.208.

   b. [ ] Interested entities or persons required to be listed under rule 8.208 are as follows:

	Full name of interested entity or person	**Nature of interest *(Explain):***
(1)		
(2)		
(3)		
(4)		
(5)		

[ ] Continued on attachment 2.

The undersigned certifies that the above-listed persons or entities (corporations, partnerships, firms, or any other association, but not including government entities or their agencies) have either (1) an ownership interest of 10 percent or more in the party if it is an entity; or (2) a financial or other interest in the outcome of the proceeding that the justices should consider in determining whether to disqualify themselves, as defined in rule 8.208(e)(2).

Date: October 13, 2023

Griffin Schindler, Esq.
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RELEVANT PARTIES AND ENTITIES

There are several people and entities involved with and connected to this action, some of whom have similar names. To assist the Court in this matter, Appellants provide the following descriptions of these people and entities.

Synergy Select One, LLC is a California-registered limited liability company with a principal place of business in Ontario, California. (1 AA 13.) Synergy is a plaintiff and appellant in this action.

Benjamin Seryani is a plaintiff and appellant in this action. (1 AA 13.) He is the sole member of Synergy. (1 AA 13.)

American University of Madaba, Inc. ("AUMI") is a New Hampshire not-for-profit corporation and a defendant and respondent in this action. (1 AA 13; 1 AA 103.)

American University of Madaba ("AUM") governs American University of Madaba, Inc. and is a defendant and respondent in this action. (1 AA 103.)

American University of Madaba Company ("AUMC") is a not-for-profit company registered in Jordan and a defendant and

respondent in this action. (1 AA 14; 1 AA 103.) AUMI, AUM, and AUMC are collectively referred to in this brief as the "University."

The Latin Patriarchate of Jerusalem ("LPJ") is "a Christian denomination organized under Jordanian law"; it is the Catholic institution of the Holy Land. (1 AA 220; 6 AA 1768–1679.) The LPJ's territory includes all of the Holy Land, including Palestine, Jordan, Israel, and Cyprus. (6 AA 1674; 6 AA 1679–1680.) The LPJ is funded by the Equestrian Order of the Holy Sepulchre of Jerusalem. (6 AA 1674.) The LPJ is a defendant and respondent in this action.

The Latin Patriarchal Vicariate Ecclesiastical Court (the "Ecclesiastical Court") was established by a nunciature in Jordan formed by the Vatican and Jordan. (1 AA 103.) The Ecclesiastical Court is a defendant and respondent in this action.

The Mukawer Castle for Education Company ("Mukawer") was created by the Vatican and registered with the Jordanian Ministry of Industry and Trade; the LPJ is Mukawer's sole shareholder. (1 AA 104.) Mukawer is a defendant and respondent

in this action.

Hon. Judge Fr. Dr. Majdi Siryani ("Fr. Majdi") is (1) the CEO and authorized signatory of AUMC; (2) the Treasurer of the AUMI; (3) the Head of the Advancement & International Office of the AUM; (4) a member of AUM's board of trustees; (5) a liaison officer representing the LPJ as the owner of AUM; and (6) the liaison between the LPJ administration and the board of trustees for AUM and AUMI. (4 AA 904–905.) Fr. Majdi is a defendant in the underlying action.

His Excellency Archbishop William Shomali, who receives his authority from the Vatican, is the Auxiliary Bishop of Jordan, the owner of AUMC, and the chairman of AUM. (1 AA 105.) Shomali is a defendant and respondent in this action.

His Beatitude Fouad Twal is the former head of the LPJ and had "the highest [a]uthority and signature over the entire Latin Catholic Archdiocese." (1 AA 106.) Twal is a defendant and respondent in this action.

His Excellency Archbishop Pierbattista Pizzaballa "has the highest authority over all Catholics in Israel, the Palestinian

authorities, Jordan, and Cyprus." (1 AA 104.) Pizzaballa is a defendant and respondent in this action.

The Roman Catholic Bishop of San Bernardino, a defendant and respondent in this action, was added into the Complaint via a DOE amendment as DOE 1. (3 AA 728.)

The Roman Catholic Archbishop of Los Angeles, a Corporation Sole, a defendant and respondent in this action, was added into the Complaint via a DOE amendment as DOE 2. (3 AA 726.)

INTRODUCTION

The issue presented by this appeal is whether a California court can exercise personal jurisdiction over several out-of-state individual and entity defendants. Under the tests for both general and specific personal jurisdiction, the answer to that question is yes.

Appellants brought an action against Defendants arising from, among other things, the breach of several contracts and the Defendants' fraudulent acts and omissions to induce Appellants to enter into those contracts. (1 AA 12.) In response, Defendants,

some of whom are California entities, brought a motion to quash service of summons on the grounds that California lacked personal jurisdiction over them. (1 AA 95; 3 AA 768; 3 AA 778; 4 AA 1167.) After staying the case so the parties could conduct extensive discovery, the trial court granted the motion to quash, dismissed the Complaint, and dismissed Synergy as a plaintiff. (9 AA 2546–2562.)

But this decision was erroneous for several reasons. One such reason is that Defendants entered into several contracts with Appellants. (1 AA 48; 1 AA 55–61; 1 AA 63–82; 1 AA 84–86; 2 AA 469.) These contracts were signed by Appellants in California, and Defendants contemplated that a significant portion of Appellants' obligations under the contracts would be (and in fact were) performed in California. (2 AA 469; 2 AA 477; 7 AA 2044; 7 AA 2049–2050; 4 AA 909.) By reaching out to and knowingly entering into the agreements with Appellants (i.e., a California resident and California-based company), Defendants purposefully availed themselves of California's resources and benefits. (S*nowney v. Harrah's Entertainment, Inc.* (2005) 35

Cal.4th 1054, 1062–63.)

Additionally, Defendants are subject to personal jurisdiction in this forum because they purposefully and repeatedly solicited and received millions of dollars from California residents over several years, much of which was used to fund the projects that were the subject of the at-issue contracts. (2 AA 469–470; 2 AA 474; 4 AA 1007; 6 AA 1509–1510; 6 AA 1598–1599; 6 AA 1619–1620; 6 AA 1635; 6 AA 1710; 6 AA 1682–1687.) Such practices directed at California residents are evidence of a substantial and continuous connection with the State of California, which in turn supports a finding of jurisdiction. (*Buckeye Boiler Co. v. Super. Ct.* (1969) 71 Cal.2d 893, 904.)

For these reasons and those detailed below, Appellants respectfully request that the Court reverse the trial court's ruling on the motion to quash and allow this case to proceed on its merits.

STATEMENT OF APPEALABILITY

On December 30, 2022, the trial court issued its ruling granting Defendants' motion to quash service of summons and forum non conveniens. (9 AA 2546–2562.) On February 28, 2023, Appellants filed a Notice of Appeal of the trial court's ruling. (9 AA 2564.)

On March 17, 2023, Defendants filed a Notice of Entry of Judgment regarding the ruling on the motion to quash. (9 AA 2574.) Appellants filed a Notice of Appeal in connection with this Notice of Entry of Judgment on May 10, 2023. (9 AA 2585.) This Court later consolidated the two appeals.

The trial court's judgment granting Defendants' motion to quash service of summons is appealable. (Code Civ. Proc., § 904.1, subd. (a)(3).) The judgment also granted a motion to dismiss the action on the ground of inconvenient forum, and did dismiss the action, which is an appealable order. (Code Civ. Proc., § 904.1, subd. (a)(3).)

STATEMENT OF THE CASE

A. Factual Background

Seryani, a California resident and Jordanian national,[1] was a hotel regional manager in the United States and a "dedicated member of the Catholic Church." (1 AA 20; 5 RT 614:16–25.) In his role as hotel regional manager, Seryani revitalized hotel properties for several hotel chains. (1 AA 20.)

Due to this hotel-related success, Fr. Majdi reached out to Seryani to get him "involved with various aspects of establishing and developing and managing the campus of the [AUM] on behalf of [the LPJ]." (1 AA 20; 4 AA 904; 5 RT 613:16–24.) In 2012, Fr. Majdi arranged a meeting between Seryani and Twal, and Seryani "offered his services as a businessman" to help the Vatican and LPJ in any way he could. (1 AA 19–20.)

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[1] Seryani had been a United States citizen living in California since approximately 2000. (6 RT 706:22–707:4.) By reason of being born in Jordan, he was also a Jordanian citizen. (6 RT 707:5–8.) When Seryani would enter Jordan, he would still have to pay for a visa and was limited to two-week visits. (6 RT 709:15–19.)

The hotel project was later "tabled," but Twal convinced Seryani to take on a new project: the promotion, development, and construction of a university in Jordan. (1 AA 20–21.) During these discussions, Twal assured Appellants that "AUM was a fully funded and fully accredited school with the New Hampshire Higher Education Commission [] and the New England Association of Schools and Colleges, Inc." (1 AA 21.) Seryani was told that funding would not be an issue for this project and that Appellants would be given contracts to provide food and transportation services for and to the university. (1 AA 21.) Seryani agreed to this project. (1 AA 21.) Seryani testified that Twal wanted him (Seryani) for these projects due to Seryani's "experience," which Twal "badly needed[] because they have a university and they didn't have any idea what was going on. They didn't know anything." (5 RT 616:24–617:2.)

Several contracts arose from these interactions. Specifically, Appellants entered into a contract under which Synergy would provide management and support services to Defendants for five years (the "Management Agreement.") (1 AA

45; 1 AA 55–61.) The Management Agreement also provided that Defendants would pay a monthly management fee of 70,000 Jordanian dinar. (1 AA 45; 1 AA 56.)

The second contract generated from these dealings was a ten-year agreement that made Seryani the "exclusive food and beverage service" provider for the university and its outlets (the "Food and Beverage Agreement"). (1 AA 46; 1 AA 63–82.)

Seryani and Defendants also contracted for Seryani to provide transportation services for the University's students and employees for a period of ten years (the "Transportation Agreement"). (1 AA 47; 1 AA 84–86.) Pursuant to the Transportation Agreement, Seryani spent approximately 694,000 Jordanian dinars to purchase buses. (1 AA 47.)

Seryani entered into another contract with Defendants "to perform a series of campus development projects, make certain equipment purchases, and advance certain funds for the benefit of [] Defendants" (the "Project Contracts"). (1 AA 48.)

The first "service or product" Seryani was asked to provide to the LPJ was "[k]itchen equipment, manufacturing, buying,

purchasing kitchen equipment," and he was specifically asked to obtain this equipment in California.[2] (5 RT 617:16–23.) When asked why the equipment could not be obtained in Jordan, Seryani testified that "[t]hey didn't have the experience, they didn't have the equipment, and price point was [a] massive difference." (5 RT 617:26–618:1.) The reason for the difference in price points was because "[t]he LPJ [was] exempt from many custom and duty as an entity, so any import from oversees, it goes in without extra duty." (5 RT 618:2–6.) The LPJ also wanted the equipment to come from California because it was not possible to get the equipment in Jordan. (5 RT 618:12–14.) This was because the university building had a unique curved shape, which required all of the equipment "to be custom-made." (5 RT 518:17–21.)

During the course of Appellants' relationship with the University and LPJ, Twal, on at least three occasions, asked

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[2] Seryani was sometimes required to travel to Jordan to work on the contracts. (6 RT 707:18–23.)

Seryani to represent the LPJ and the Vatican in business meetings for deals that would cause "large amounts of money to flow to AUM accounts." (1 AA 37–38.) These business engagements included (1) "[m]eeting with a San Diego based company funded by Chinese investors for a deal that would generate $900 million in funding for the University in what was called the Green City Project"; (2) "[m]eeting with a Jordanian Banker to pass a consolidated loan to [the University] of about 91 million [Jordanian dinars]"; (3) "[m]eeting with the head of the Vatican Commission to ask that 50 million euros [] be transferred to [the University] accounts"; and (4) "[m]eeting with a United States citizen and California resident named 'Charlie' to arrange a [] $150 million loan for [the University], and deals with banks and oil companies (mostly American offshore companies) using the Vatican's sovereignty and the University's tax exemption. (1 AA 37–38.)

Appellants also "advanced thousands of dollars to cover and pay for the financial liabilities of [AUM]," without which "AUM would have not been able to continue its operations." (4 AA 910; 3

AA 850; 4 AA 1022.) As Hon. Judge Fr. Emil Salayta[3] acknowledged in a declaration filed in opposition to the motion to quash, Seryani, "for some years invested money, skills, professional leadership and time in assisting AUM," including, but not limited to, "cover[ing] on our shortage of funding to proceed with essential core issues without which AUM could not start functioning or continue to function." (4 AA 1021–1022.)

Eventually, though, serious financial issues arose in connection with the construction of the university and with the contracts. (1 AA 21–22.) Every time Seryani reached out to Twal about the lack of funding, Twal would just repeat that "[t]he Magi are coming with the money." (1 AA 22.) But two years after agreeing to the at-issue contracts, Seryani learned that the university was being used as a front for money laundering. (1 AA 22–24.)

Specifically, Appellants allege that all of the Defendants in

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[3] Hon. Judge Fr. Emil Salayta is the LPJ Judicial Vicar in Jerusalem and Nazareth. (4 AA 1019.)

this matter were involved in a conspiracy to conduct an illegal money laundering scheme of international proportions that was based in California using the financial and managerial assistance of, and a Power of Attorney granted to, Seryani, a California resident. (1 AA 19; 2 AA 480.) This scheme required the participation of Seryani to further the exploitation of the Roman Catholic Church's charitable deduction status to launder monetary donations from corporate entities to the Defendants. (1 AA 19.)

Twal, as the head of the LPJ and an appointee of the Vatican, traveled to California to induce Seryani to sign contracts. (2 AA 469; 3 AA 859; 4 AA 903.)

Whenever Seryani would ask about the funding for the university, Twal would forward emails, arrange phone calls, and confirm that "[t]he Magi are coming with the money." (1 AA 22.) Seryani later learned that this money never arrived, because Monsignor Nunzio Scarano (a top accountant for the Vatican) was arrested in Italy for money laundering as he attempted to bring 20 million euros from a Swiss bank account into Italy. (1 AA 22.)

Seryani claims that Pizzaballa eventually admitted this to him after portions of the story were publicized. (1 AA 22.)

In May 2014, Seryani was introduced to Charles Sweeney by Defendant Archbishop Bishara Maroun Lahham and later by Fr. Michael McDonagh. (7 AA 2047; 5 RT 638:11–17.) Lahham and McDonagh "asked [Seryani] to work with Sweeney in order to obtain the funding desperately needed for [the University]." (7 AA 2047–2048.) Seryani also testified that he was told by Lahham and Twal that Sweeney was "a very important person coming to the Vatican [and] that [they] needed [Seryani] to cooperate and work with [Sweeney] to stabilize our financials." (5 RT 638:18–21.) As Seryani put it, the LPJ told him that Sweeney "[was] going to provide a lot of money for AUM to finish the second and third phase" of the projects and that this money would be coming from California. (5 RT 642:14–21.)

Seryani alleged that during these meetings, "Sweeney and McDonagh confided in [Seryani] all of the aspects and procedures in this scheme, including their relationship with Morgan Stanley Trading and Franklin Templeton for the banking flow that

utilizes the Sovereign Immunity of the Vatican Bank in order to conduct this business." (7 AA 2047.) Seryani also claimed that Sweeney told him "he was acting as an agent for the Latin Patriarch, Twal, AUM and LPJ in raising money, loans and sources of funding for AUM and LPJ. During these meetings, [Sweeney] explained to [Seryani] all of the details of his money laundering scheme." (7 AA 2047.) "All of the information that Sweeney provided to [Seryani] was confirmed by McDonagh." (7 AA 2047–2048.) Sweeney was a California resident; he lived in Oakland. (7 AA 2048.)

And on September 18, 2014, Seryani received an email from McDonagh with three attachments. (1 AA 22–23; 3 AA 673.) The email described the three attachments as "LPJ/[the University] refinancing," "the proposal," and "the draft letter." (1 AA 22; 3 AA 673.) The email also contained a letter from McDonagh stating the following:

> We are open to discuss various ways in which Latin Patriarch of Jerusalem can facilitate your endeavors; including using the Vatican's status as a sovereign nation to support Cardinal Resources to negotiate supply terms with a Country and/or with National Oil Companies.

(1 AA 22–23; 3 AA 673.)

From this McDonagh email, Seryani learned that he was being asked to participate in and initiate a massive money laundering scheme that involved all of the Defendants. (1 AA 23–24.) The request for funding would have resulted in a $150,000,000 payment that would be reflected as a charitable donation from an international oil company operating in the United States. (1 AA 23–24.) Appellants allege that the delivery of the funds to the various parties would be undetected and undisclosed due to banking regulations that deem payments to and from the Vatican as having sovereign immunity from disclosure. (1 AA 24.) The Vatican maintains its own banks that have been protected from any such disclosure. (1 AA 24.) Appellants asserted that "Lahham[,] on several occasions[,] admitted to the fact that [Appellants] needed to cooperate with him because [the University] was established mainly to launder money and that was the method by which funding for [Appellants'] contracts with [the University] could be obtained." (1 AA 32; 1 AA 39.)

After Appellants refused to participate in the money laundering scheme, their contracts were suspended and their property in Jordan was confiscated. (1 AA 24–25; 1 AA 30; 1 AA 32.) No other reason was given for why the contracts were suspended. (1 AA 48.) Seryani testified that Lahham told Seryani that he (Seryani) was losing the contracts because he would not participate in the money laundering scheme. (6 RT 737:20–738:18.)

B. Procedural History

On August 23, 2019, Appellants filed a verified Complaint against Respondents. (Complaint, p. 1.) On November 8, 2019, Appellants filed DOE amendments to the Complaint, adding "The Archdiocese of San Bernardino"[4] as DOE 1 and "The Archdiocese of Los Angeles"[5] as DOE 2. (3 AA 726–728.) Appellants brought causes of action against Respondents for fraud, breach of the

[4] "The Archdiocese of San Bernardino" is Respondent The Roman Catholic Bishop of San Bernardino.

[5] "The Archdiocese of Los Angeles" is Respondent The Roman Catholic Archbishop of Los Angeles, a Corporation Sole.

contracts, conversion (for taking possession of the buses Seryani purchased under the Transportation Agreement), unjust enrichment, money had and received, and open book account. (1 AA 12; 1 AA 34; 1 AA 45–51.)

On October 8, 2019, the trial court entered default against (1) Mukawer Castle for Education Company; (2) Honorable Judge Fr. Dr. Majdi Siryani; (3) Latin Patriarchal Vicariate Ecclesiastical Court; (4) American University of Madaba Company; (5) His Excellency Archbishop William Shomali; (6) Latin Patriarchate of Jerusalem; (7) His Beatitude Fouad Al-Twal; (8) American University of Madaba Inc.; and (8) American University of Madaba Campus, Board of Trustee. (1 AA 91–93.)

Ten days later, Pizzaballa filed a motion to quash service of summons. (1 AA 94–117.) This motion to quash was made on the grounds that the trial court lacked personal jurisdiction over him. (1 AA 95.) The original hearing date on this motion to quash was November 14, 2019. (1 AA 95.)

On October 31, 2019, Appellants filed an opposition to the motion to quash, along with a supporting declaration from

Seryani. (1 AA 237–2 AA 461; 2 AA 466–3 AA 686.)

Pizzaballa filed his reply on November 6, 2019, and Appellants filed a supplemental memorandum of points in authorities in support of the opposition two days later. (3 AA 696–704, 3 AA 730–735.)

On January 30, 2020, the "Archdiocese of Los Angeles" filed a "joinder" to the motion to quash. (3 AA 767–775.) The "Roman Catholic Archbishop of San Bernardino" filed its own "joinder" to the motion to quash on February 5, 2020. (3 AA 777–782.)

On July 14, 2020, several more defendants filed a joinder request, including Defendant American University Of Madaba Inc., American University Of Madaba Company, Latin Patriarchate of Jerusalem, Latin Patriarchal Vicariate Ecclesiastical, Mukawer Castle for Education Company, His Excellency Archbishop William Shomali, and American University of Madaba. (4 AA 1166–1171.)

Despite the motion to quash hearing being originally set for November 14, 2019, the matter was continued several times and evidentiary hearings (at which Seryani testified) were ultimately

held on October 21, 2022, and October 27, 2022. (4 AA 1189; 5 AA 1477–1478; 5 AA 1479; 9 AA 2440; 9 AA 2482; 9 AA 2544–2545.) The trial court granted these continuances "to allow the parties to conduct jurisdiction discovery." (9 AA 2553.)

On December 30, 2022, the trial court issued its ruling granting the motion to quash. (9 AA 2546–2562.) Specifically, the lower court found that "[t]here was insufficient evidence to establish that Defendants have purposefully availed themselves of the privilege of conducting fund-raising activities in this forum, or that [Appellants] claims arose out of those forum-related contacts." (9 AA 2560.) The lower court also found that Appellants' argument that there was personal jurisdiction over Twal and his principal because "Twal sought out Seryani, a California resident" was not enough to establish sufficient minimum contacts. (9 AA 2560–2561.)

Additionally, the lower court dismissed Synergy from the action because it "[was] not a viable Plaintiff." (9 AA 2549–2550.) The trial court reached this determination after finding that "[Synergy's] status was terminated on December 17, 2014 when

Seryani filed a Certificate of Cancellation." (9 AA 2549.)

On February 28, 2023, Appellants filed a Notice of Appeal of the trial court's ruling on the motion to quash. (9 AA 2564.)

On March 17, 2023, Defendants filed a Notice of Entry of Judgment. (9 AA 2574–2579.) Appellants filed a Notice of Appeal in connection with this Notice of Entry of Judgment on May 10, 2023. (9 AA 2585.)

On June 2, 2023, this Court issued an Order consolidating Appellants' two appeals and designating case number E080781 as the master file.

ARGUMENT

I. The Trial Court Erred in Granting the Motion to Quash

A. Legal Standard and Standard of Review

"When a defendant moves to quash service of summons for lack of personal jurisdiction, the plaintiff has the initial burden of proving that sufficient contacts exist between the defendant and California to justify the exercise of personal jurisdiction." (*Malone v. Equitas Reinsurance* (2000) 84 Cal.App.4th 1430, 1435–36;

Vons Cos., Inc. v. Seabest Foods, Inc. (1996) 14 Cal.4th 434, 449.) If the plaintiff satisfies this burden, it then falls to the defendant "to demonstrate that the assumption of jurisdiction would be unreasonable." (*Malone, supra*, 84 Cal.App.4th at p. 1436; *Jensen v. Jensen* (2019) 31 Cal.App.5th 682, 686.)

In reviewing an order granting a motion to quash for lack of personal jurisdiction, the standard of review is well settled. "In reviewing a trial court's determination of jurisdiction, [the reviewing court] will not disturb the court's factual determinations 'if supported by substantial evidence.' [Citation.] 'When no conflict in the evidence exists, however, the question of jurisdiction is purely one of law and the reviewing court engages in an independent review of the record.'" (*Pavlovich v. Super. Ct.* (2002) 29 Cal.4th 262, 273; *Preciado v. Freightliner Custom Chassis Corp.* (2023) 87 Cal.App.5th 964, 975.)

B. Principles of Jurisdiction—General and Specific Jurisdiction

California courts may exercise jurisdiction over nonresidents "on any basis not inconsistent with the Constitution

of this state or of the United States." (Code Civ. Proc., § 410.10.) In interpreting this jurisdiction statute, it has been held that "[t]his section manifests an intent to exercise the broadest possible jurisdiction, limited only by constitutional considerations." (*Sibley v. Super. Ct.* (1976) 16 Cal.3d 442, 445; *Quattrone v. Super. Ct.* (1975) 44 Cal.App.3d 296, 302.)

The federal Constitution permits a state to exercise jurisdiction over a nonresident defendant if the defendant has sufficient "minimum contacts" with the forum state such that "maintenance of the suit does not offend 'traditional notions of fair play and substantial justice.' [Citations.]" (*Internat. Shoe Co. v. Washington* (1945) 326 U.S. 310, 316.) "The 'substantial connection,' [citations] between the defendant and the forum State necessary for a finding of minimum contacts must come about by an action of the defendant purposefully directed toward the forum State." (*Asahi Metal Industry Co. Ltd. v. Super. Ct.* (1987) 480 U.S. 102, 112.)

"Personal jurisdiction may be either general or specific." (*Vons Cos., Inc., supra,* 14 Cal.4th at p. 445.) General personal

jurisdiction is sometimes called all-purpose jurisdiction, and specific personal jurisdiction is referred to as case-linked jurisdiction. (*Ford Motor Co. v. Mont. Eighth Jud. Dist. Ct.* (2021) 592 U.S. ___ [141 S.Ct. 1017, 1024]; *Preciado, supra*, 87 Cal.App.5th at p. 976.)

1. General Jurisdiction

"A state court may exercise general jurisdiction only when a defendant is 'essentially at home' in the State. [Citation.] General jurisdiction, as its name implies, extends to 'any and all claims' brought against a defendant. [Citation.] Those claims need not relate to the forum State or the defendant's activity there; they may concern events and conduct anywhere in the world. But that breadth imposes a correlative limit: Only a select 'set of affiliations with a forum' will expose a defendant to such sweeping jurisdiction. [Citation.] In what [the Supreme Court] ha[s] called the 'paradigm' case, an individual is subject to general jurisdiction in her place of domicile. [Citation.] And the 'equivalent' forums for a corporation are its place of incorporation and principal place of business." (*Ford Motor Co., supra,* 141

S.Ct. at p. 1024; *Preciado, supra*, 87 Cal.App.5th at p. 976.)

Importantly, however, although a defendant's state of incorporation and principal place of business are the paradigmatic indications that a corporation is "at home" in a state, "in an exceptional case . . . a corporation's operations in a forum other than its formal place of incorporation or principal place of business may be so substantial and of such a nature as to render the corporation at home in that State." (*Daimler AG v. Bauman* (2014) 571 U.S. 117, 139, fn. 19.) For example, in *Perkins v. Benguet Mining Co.*, the U.S. Supreme Court held that a corporation was subject to general personal jurisdiction in Ohio, even though it was organized in the Philippines and normally conducted its operations there, because its business operations were temporarily relocated to Ohio during wartime. (*Perkins v. Benguet Mining Co.* (1952) 342 U.S. 437, 448–49.) The inquiry is "whether th[e] corporation's 'affiliations with the State are so "continuous and systematic" as to render [it] essentially at home in the forum State.'" (*Daimler AG, supra,* 571 U.S. at p. 139.)

2. Specific Jurisdiction

Specific jurisdiction "covers defendants less intimately connected with a State, but only as to a narrower class of claims. The contacts needed for this kind of jurisdiction often go by the name 'purposeful availment.'" (*Ford Motor Co., supra,* 141 S.Ct. at p. 1024.) For a State to have specific jurisdiction, the defendant "must take 'some act by which [it] purposefully avails itself of the privilege of conducting activities within the forum State.' [Citation.] The contacts must be the defendant's own choice and not 'random, isolated, or fortuitous.' [Citation.] They must show that the defendant deliberately 'reached out beyond' its home—by, for example, 'exploi[ting] a market' in the forum State or entering a contractual relationship centered there. [Citation.] Yet even then—because the defendant is not 'at home'—the forum State may exercise jurisdiction in only certain cases. The plaintiff's claims … 'must arise out of or relate to the defendant's contacts' with the forum." (*Id.* at p. 1024–25; *Preciado, supra*, 87 Cal.App.5th at p. 977.)

Specific jurisdiction may be exercised over a nonresident

defendant "if (1) 'the defendant has purposefully availed himself or herself of forum benefits'; [citation] (2) the controversy is related to or 'arises out of' the defendant's contacts with the forum; [citation] and (3) 'the assertion of personal jurisdiction would comport with "fair play and substantial justice."'" (S*nowney, supra*, 35 Cal.4th at p. 1062; *Thurston v. Fairfield Collectibles of Ga., LLC* (2020) 53 Cal.App.5th 1231, 1237; *Jewish Defense Organization, Inc. v Super. Ct.* (1999) 72 Cal.App. 4th 1045, 1054.)

a) Purposeful Availment

Purposeful availment focuses on the intentionality of the defendant. (*Snowney, supra,* 35 Cal.4th at pp. 1062.) This prong is satisfied "when the defendant purposefully and voluntarily directs [its] activities toward the forum so that it should expect, by virtue of the benefit [it] receives, to be subject to the court's jurisdiction based on [its] contacts with the forum." (*Id.* at p. 1062–63.)

Purposeful availment has been found when, for example, the defendant "'purposefully direct[s]' [its] activities at residents

of the forum"; "'purposefully derive[s] benefit' from its activities in the forum"; "create[s] a 'substantial connection' with the forum"; "'deliberately' [] engage[s] in significant activities within" the forum; or "create[s] 'continuing obligations' between [itself] and residents of the forum." (*Burger King Corp. v. Rudzewicz* (1985) 471 U.S. 462, 472–476.)

b) Nature of the Controversy

The inquiry in the second prong of the specific jurisdiction analysis is whether the plaintiffs have established that their claims "arise out of *or relate to* the defendant's contacts with the forum." (*Ford Motor, supra,* 141 S.Ct. at p. 1026, original italics.) Specific jurisdiction requires that there be a strong "relationship among the defendant, the forum, and the litigation." (*Id.* at p. 1028.)

c) Reasonableness

If the plaintiff can demonstrate that the defendant has minimum contacts with the forum state, the burden then shifts to the defendant "to demonstrate that the exercise of jurisdiction would be unreasonable." (*Vons Cos., Inc., supra*, 14 Cal.4th at p.

449; *Preciado, supra*, 87 Cal.App.5th at p. 976; *In re Automobile Antitrust Cases I & II* (2005) 135 Cal.App.4th 100, 115.) To satisfy its burden, the defendant must present a "compelling case" that jurisdiction in the forum state would be unreasonable. (*The Archdiocese of Milwaukee v. Super. Ct.* (2003) 112 Cal.App.4th 423, 443.)

In determining whether exercising jurisdiction over the defendant would be unreasonable, the courts consider the following factors: "(1) the burden on [the defendant] of defending in California, (2) California's interests, (3) [the plaintiff's] interest in obtaining relief, (4) the interstate judicial system's interest in obtaining the most efficient resolution of the controversy, and (5) 'the shared interest of several States in furthering fundamental substantive social policies.'" (*The Archdiocese of Milwaukee, supra*, 112 Cal.App.4th at p. 442; *Gilmore Bank v. AsiaTrust New Zealand Ltd.* (2014) 223 Cal.App.4th 1558, 1574–75.)

C. Personal Jurisdiction Exists Over Each of The Defendants

1. The University, the LPJ, and Twal Entered into Contracts with Seryani, a California Resident, Knowing that Services Would Be (and Ultimately Were) Rendered in California

California's exercise of personal jurisdiction over an individual defendant in an action for breach of contract has been approved in the following cases:

- When the contract was to be performed in the State. (*Ault v. Dinner for Two, Inc.* (1972) 27 Cal.App.3d 145, 151.)
- When the contract was substantially negotiated in the State. (*Beirut Universal Bank v. Super. Ct.* (1969) 268 Cal.App.2d 832, 840 ["[T]he transaction was substantially arranged in its final form in the course of the meetings in California. Such activity constituted substantial contacts in California in

relation to the transaction as to which the plaintiffs now seek rescission or the award of damages for fraud alleged to have occurred in the course of the California meetings."].)

- When the contract was entered into and to be performed in the State. (*Martin v. Detroit Lions, Inc.* (1973) 32 Cal.App.3d 472, 475.)

The place where the contract is formed is important in determining whether California may exercise personal jurisdiction over a nonresident defendant, and a contract is formed "where the last act in its execution is performed." (*Michelin Tire Co. v. Coleman & Bentel Co.* (1919) 179 Cal. 598, 603–04; *Bank of Yolo v. Sperry Flour Co.* (1903) 141 Cal. 314, 315 ["A contract is supposed to be made at some place, and the place where it becomes complete is the place where it is made."].)

A contract with an out-of-state party does not automatically establish purposeful availment in the other party's home forum. (*Burger King Corp., supra*, 471 U.S. at p. 478.) Rather, a court must evaluate the contract terms and the surrounding

circumstances to determine whether the defendant purposefully established minimum contacts in the forum. (*Id.* at p. 479.) These "surrounding facts" include prior negotiations, contemplated future consequences, the parties' course of dealings, and the contract terms. (*Ibid.*; *Goehring v. Super. Ct.* (1998) 62 Cal.App.4th 894, 907.)

Here, the University, the LPJ, and Twal entered into several agreements with Appellants—the Management Agreement, the Commercial Lease Agreement, the Transportation Agreement, and the Project Contracts. (1 AA 48; 1 AA 55–61; 1 AA 63–82; 1 AA 84–86; 2 AA 469.) Seryani signed each of these agreements in California. (2 AA 469; 3 AA 859; 4 AA 908.) Twal, in his capacity as the Patriarch and the head of LPJ, and also as the highest authority to approve any financial obligations related to the University, executed each of the agreements on behalf of LPJ and the University. (1 AA 61; 1 AA 80; 1 AA 86; 2 AA 469; 4 AA 909.)

It was also necessary for Appellants to maintain offices in California so they could fulfill their contractual obligations. (4 AA

909.) This necessity for California-based offices, and the fact that at least some of the obligations under the agreements would be performed in California, was known by Twal and other administrators of LPJ and AUM at the time the contracts were executed. (4 AA 909 ["[T]he contracts were signed by [Twal] . . . knowing that some of the performance of these contracts would be done by Synergy in California."]; 5 RT 630:25–631:22 [Lahham, a representative of the LPJ in Jordan and the deputy chair of AUM's board of trustees, "direct[ed] the acquisition of materials in California."].)

The University, LPJ, and its agents knew that Appellants would perform their contractual obligations in California. (4 AA 909.) Not only were Synergy's headquarters located in California, but so was Seryani. (2 AA 469; 2 AA 477; 7 AA 2044; 7 AA 2049–2050.) Even the Management Agreement expressly lists Synergy as having its address in Perris, California; Synergy was headquartered there in 2012 and later, during the life of the contracts, acquired a warehouse and offices in Riverside, California. (2 AA 490; 5 RT 617:3–15.) Quite clearly, therefore,

Twal, LPJ, and the University knew they were contracting with a California-based person and company.

In fact, Twal, the LPJ, and the University were explicitly seeking a California resident to supervise the management and development of the University. (4 AA 909.) Needing someone with extensive American contacts, Twal personally reached out to Seryani, who was uniquely qualified for the position based on (1) having acquired numerous American connections through his extensive experience in hotel management, (2) his fluency in both Arabic and English, and (3) his familiarity with both Jordan and the United States, having lived in both countries. (3 AA 854; 7 AA 2044.) Twal even insisted that Seryani base his operations in the United States so that he could procure the highest-quality laboratory equipment, computers, and the various other items (e.g., chemicals, kitchen equipment) for the University that are not readily available in Jordan. (3 AA 850; 7 AA 2050.) That Twal asked Seryani to purchase several items, including "labs . . . busses [*sic*] . . . [and] all [Seryani] could do," was confirmed by Twal in a May 9, 2015 email to Fr. Majdi. (4 AA 905–906; 4 AA

948; 3 AA 850.)

As contemplated by the parties, Appellants performed much of their contractual obligations in California. Seryani testified that he had several "deep discussions" with Twal, who requested that the equipment be "made in California." (5 RT 622:15–21.) Appellants purchased supplies and materials needed for the University in California, which were delivered to Appellants' California-based warehouse prior to being shipped to the University. (2 AA 477–478; 2 AA 582–3 AA 609; 3 AA 850; 3 AA 858–859; 4 AA 907; 4 AA 909.) The same is true with respect to advanced lab equipment, which was initially shipped to and assembled at Appellants' warehouse in Ontario, California and was thereafter shipped in containers to Jordan. (7 AA 2051; 8 AA 2168–2191.)

Appellants also prepared, in California, engineering drawings for a large kitchen consisting of two floors and several departments, which the University needed for its food and beverage outlets. (4 AA 905.) Appellants then sent these plans to the San Bernardino-based company Tec Industry, Inc. and

requested a quote to manufacture specialized kitchen equipment. (4 AA 959; 7 AA 2051; 8 AA 2168–2191; 5 RT 622:23–623:8.)

Tec Industry also procured the supplies for the project in California, including, without limitation, construction materials from (1) Dinamico Custom Metal, which is located in San Bernardino; and (2) Carlos Sheet Metal, which is based in Fontana. (4 AA 959–960.) And throughout the project, Tec Industry's California-based team communicated frequently with Seryani in both Jordan and in California. (4 AA 959; 7 AA 2051.) Tec Industry concluded the project by packaging and loading kitchen equipment, kitchen tools, tables, counters, signs, and many other fabricated or manufactured items into containers that were shipped to the University. (4 AA 959–960; 4 AA 993–997.) As Seryani testified, "[e]very single item" for the university was constructed by Tec Industry in La Verne, California. (5 RT 621:5–17.) And once everything was made for the university, Seryani stated that it was all shipped from California through Synergy. (5 RT 624:16–625:2; 5 RT 633:15–16; 5 RT 636:3–4.)

Tec Industry's invoices were often paid by Seryani in

person at Tec Industry's office in La Verne, California, with the money coming from Synergy's California bank account and sent to Tec Industry's California bank account. (4 AA 960.) Seryani estimated the value of the equipment prepared by Tec Industry and shipped to Jordan to be approximately $2.4 million. (5 RT 626:12–18.)

Synergy also provided expert advice in the purchasing and supplying of photography lab equipment, food and beverage equipment, and safety materials. (3 AA 850; 3 AA 858–859; 4 AA 907; 7 AA 2049–2050; 5 RT 627:3–12.) These materials and equipment were requested by AUM "with [the] approval of [the owners, as well as [Twal]," and all of it was purchased in, and came from, California. (5 RT 627:13–628:1.)

Moreover, under the agreements, Appellants advanced thousands of dollars to cover and pay for the University's financial liabilities. (3 AA 859; 4 AA 910; 7 AA 2045; 7 AA 2050–2051.) Appellants, for example, paid some of the payroll for the University on multiple occasions as short-period loans. (3 AA 850; 3 AA 858; 5 RT 641:20–642:6.) Without Appellants' financial

assistance, the University would not have been able to continue its operations. (3 AA 859; 4 AA 910.)

Throughout the project, the University and its principals, including Fr. Majdi, regularly communicated with Seryani as the latter worked in California to coordinate and accomplish the activities of Synergy in support of and in the fulfillment of the contracts with the University and LPJ. (4 AA 908.) The University's staff members also had frequent and continuous communication with Appellants' employees in California, which "were necessary to fulfill the various contracts that supplied AUM with the equipment and materials needed for its academic operations." (4 AA 907; 7 AA 2051.)

In addition to the foregoing, payments were made to Appellants' California-based Bank of America account as compensation and remuneration for services rendered under the agreements. (3 AA 859; 4 AA 905; 4 AA 1097–1098; 7 AA 2051.) Specifically, Fr. Majdi, as Treasurer of AUMI, issued several checks to Appellants between August and November 2012 totaling $270,000. (3 AA 859; 4 AA 905; 4 AA 1097–1098.) These

payments were audited and appeared on the LPJ's audit report dated October 30, 2015, which was issued by third-party Certified Public Accountant Samir Sahhar. (3 AA 859; 4 AA 905; 4 AA 1097–1098.)

As Defendants' counsel[6] conceded in the lower court, "[jurisdiction is] based on actions of the LPJ directed in California." (3 RT 417:15–19.)

By reaching out to and knowingly entering into the agreements with Appellants (i.e., a California-based resident and -company), Twal, LPJ, and the University purposefully availed themselves of California's resources and benefits. (*Snowney, supra,* 35 Cal.4th at pp. 1062–63.) Indeed, these Defendants benefited tremendously from their contacts with the State, as many services—including, for example, Tec Industry's manufacturing of food-and-beverage equipment—were rendered

[6] All of the Defendants, except for The Roman Catholic Archbishop of Los Angeles, a Corporation Sole, are represented by David Colella, Esq. of Fullerton, Lemann, Schaefer & Dominick, LLP.

in California by California citizens using California supplies and materials.

And, without question, Appellants' claims arise from and are otherwise intimately related to the agreements in question. Not only do Appellants assert several breach-of-contract claims (for each of the agreements) (1 AA 45–48), but several of the remaining claims also arise from services rendered under the agreements. (1 AA 49–51.) For example, the ninth cause of action, for Common Counts – Open Book, alleges that "it was agreed that Defendants were indebted to Plaintiffs for goods, equipment, services and merchandise sold and delivered or provided to Defendants and for which Defendants promised and continue to promise to pay Plaintiffs in a sum that is no less than $31,000,000." (1 AA 51.)

And, finally, exercising jurisdiction would not violate the notions of fair play and substantial justice. Respondents, to be sure, did not (and cannot) present any evidence suggesting that California would be an inappropriate forum. On the contrary, California has a strong interest in adjudicating this action. Not

only has this action been brought by a California resident and California-based company (Seryani and Synergy), but the actions giving rise to Seryani's claims also occurred primarily in California. (2 AA 469; 2 AA 477–478; 2 AA 490; 2 AA 582–3 AA 609; 3 AA 850; 3 AA 858–859; 4 AA 905–910; 4 AA 948; 4 AA 959–960; 4 AA 993–997; 4 AA 1097–1098; 7 AA 2044–2045; 7 AA 2049–2051; 8 AA 2168–2191.)

It would not be burdensome for Respondents to defend the action here, as Twal, the LPJ, and the University have intimate connections with the State for fundraising purposes. (See below for detailed discussion of Defendants' California-based fundraising efforts.) Twal, the LPJ, and the University have benefited tremendously from California and its residents; exercising jurisdiction over them would not offend the traditional notions of fair play and substantial justice.

Accordingly, the trial court can exercise specific jurisdiction over Twal, the LPJ, and the University.

2. The LPJ Operates Parishes in California and Routinely and Systematically Solicits Millions of Dollars in Donations from California Residents, Much of Which Were Raised Explicitly for the University

Since approximately 1988, the LPJ has operated three parishes in California—in Redlands, Pomona, and San Francisco—and each of these parishes has provided funding to the LPJ and the AUM. (2 AA 475; 4 AA 906; 4 AA 910; 4 AA 1007; 4 AA 1015; 4 AA 1020.) The priests serving these parishes are comprised predominantly of individuals sent directly from the LPJ. (6 AA 1674–1678; 4 AA 906; 4 AA 910; 4 AA 1007; 4 AA 1015; 4 AA 1021; 5 AA 1510.) Seryani testified that he was a member of the parishes in Pomona and Redlands. (6 RT 726:6–9.) At least one of the priests at these parishes told Seryani that the parishes were maintained by the LPJ and that he (the priest) was an LPJ priest. (6 RT 726:26–727:7.)

The LPJ also engages in substantial fundraising in California. First, the California-based parishes solicit donations

from their California-based parishioners, which are sent to the San Francisco-based Queen of Peace Foundation, which in turn sends the donations to LPJ. (4 AA 1045; 6 AA 1509–1510; 6 AA 1551.) A substantial sum of these donations has been used to fund the university. (2 AA 469–470; 2 AA 474; 6 AA 1682–1687 [Twal recognizing Pizzaballa's signature on the endorsement of several checks, including a $70,000 check, from the Queen of Peace Foundation to the LPJ for the University]; 6 AA 1509–1510.) And in 2011, Twal "personally traveled to California . . . to raise funds specifically for the opening of [the University]." (4 AA 906; 4 AA 1019; 8 AA 2220–2228.) In 1999, Fr. Majdi and two other LPJ priests "participated in a fund-raising [*sic*] tour across the United States of America" and "raised approximately $3,200,000." (4 AA 906.)

LPJ also receives funds through the Equestrian Order, which, by its own description, is "the only lay institution of the Vatican State charged with the task of providing for the needs of the [LPJ] and of all the activities and initiatives to support the Christian presence in the Holy Land"; one of the stated purposes

of the Equestrian Order is "to send financial support to LPJ." (6 AA 1596–1601.) As Margaret Romano[7] testified, it was her understanding that "the main source of revenue for LPJ comes from the [Equestrian] Order itself." (6 AA 1619.)

The Equestrian Order is comprised of different geographic divisions known as "lieutenancies." (6 AA 1592.) One such division is the Western Lieutenancy, which is based in Los Angeles and solicits and receives approximately one million dollars annually in funding from California residents. (6 AA 1584–1585; 6 AA 1598–1601; 6 AA 1619–1620.) For example, Ms. Romano stated that from 2015 through 2020, California residents contributed approximately $1,200,000 a year to the Western Lieutenancy. (6 AA 1598–1599; 6 AA 1619–1620; 6 AA 1635.) These funds are then sent to the Grand Magisterium[8] in Rome,

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[7] Margaret Romano became the Chancellor for the Western Lieutenancy in 2014, which is similar to a vice president. (6 AA 1588–1589.) In 2019, she became the Lieutenant for the Western Lieutenancy, which is akin to the role of president. (6 AA 1588.)

[8] The Grand Magisterium oversees all of the lieutenancies around the world. (6 AA 1592.)

which in turn sends the funds to the LPJ. (6 AA 1505–1506; 6 AA 1520; 6 AA 1592–1593; 6 AA 1598–1601; 6 AA 1616–1620; 6 AA 1698–1699; 6 AA 1711–1212; 7 AA 1861–1868.)

A substantial portion of the collected funds were explicitly intended for, and used to fund, the University. (4 AA 1007; 6 AA 1710.) As the Latin Patriarch, Twal made visits to LPJ parishes in Southern California in 2011 (6 AA 1678; 6 AA 1723; 6 AA 1727), again in 2012 (6 AA 1721; 3 AA 854), and in Northern California (6 AA 1716–1717) at approximately the time of the opening of the University in 2011 (6 AA 1718). That Twal traveled to the California parishes to fundraise for the University was confirmed by several articles, one of which stated that while Twal was in San Francisco in September 2011, he "made a fundraising pitch for the [AUM]." (6 AA 1777–1785; 4 AA 908; 4 AA 1044–1045.)

Sana Ghattas and Dr. Faten Massarweh, both parishioners with the Pomona parish, attended a service in September 2011 that was hosted by Twal at St. Joseph Catholic Church in Pomona. (4 AA 1007; 4 AA 1015; 4 AA 1019; 4 AA 908.) Following

the service, Ghattas and Massarweh attended and participated in a fundraiser dinner at a restaurant in Pomona, the purpose of which was to support the University. (4 AA 1007; 4 AA 1015; 4 AA 1019.) As a result of these fundraising efforts, Twal personally deposited approximately $150,000 in donations into a California Bank of America account. (7 AA 2052.)

The fact that the LPJ routinely and systematically solicits and collects millions of dollars from California residents is evidence of a substantial and continuous connection with the State of California, which in turn supports a finding of jurisdiction. (*Buckeye Boiler Co., supra*, 71 Cal.2d at p. 904 ["[I]t [was] clear that defendant derives substantial economic benefit from the sale and use of its products in California; it currently derives about $30,000 annually . . . from its direct sales. . . . On the basis of sales alone, defendant is purposefully engaging in economic activity within California as a matter of 'commercial actuality.'"].)

At the very least, LPJ and the University have purposefully availed themselves to California by soliciting and receiving a

significant amount of University-specific funds from California citizens. (*Buckeye Boiler Co., supra*, 71 Cal.2d at p. 904; *Snowney, supra*, 35 Cal.4th at p. 1065–69 [holding that a nonresident defendant hotel was subject to jurisdiction in California because it "purposefully and successfully solicited business from California residents [which] necessarily availed [the defendant] of the benefits of doing business in California."].) Without question, Defendants have benefited substantially from their purposeful connections with California.

Moreover, Seryani's claims relate to and arise from Twal, LPJ, and the University's contacts with California. Indeed, the funds in question were solicited to build and develop the university, and Seryani's claims are premised on just that—his role in the building and development of the university. (2 AA 469–470; 2 AA 474; 4 AA 906; 4 AA 908; 4 AA 1007; 4 AA 1015; 4 AA 1019; 4 AA 1044–1045; 6 AA 1509–1510; 6 AA 1551; 6 AA 1710; 6 AA 1777–1785; 6 AA 1682–1687; 8 AA 2220–2228.)

Therefore, a clear nexus exists between Seryani's claims and LPJ and the University's contacts with California.

And, as described above, exercising jurisdiction over Twal, the LPJ, and the University would not violate any notions of fair play and substantial justice. (*Anglo Irish Bank Corp. v. Super. Ct.* (2008) 165 Cal.App.4th 969, 973 ["We conclude that by soliciting investors in California through the personal visits of their employees and others, Petitioners established sufficient contacts with California to justify the exercise of specific personal jurisdiction in this state."]; *Snowney, supra*, 35 Cal.4th at p. 1062.)

3. The University, LPJ, and Twal Are Subject to Jurisdiction Because Twal Executed a Power of Attorney in Favor of Seryani

"An agent is one who represents another, called the principal, in dealings with third persons." (Civ. Code, § 2295.) And in an agency relationship, the agent "has such authority as the principal, actually or ostensibly, confers upon him." (Civ. Code, § 2315.)

Here, Twal, "in [his] capacity as the Patriarch of the Holy Latin Dioceses in Jordan and Palestine and in [his] capacity as

an authorized signatory on behalf of [AUMC]," granted power of attorney to Seryani. (2 AA 480; 3 AA 648–650; 7 AA 2045; 5 RT 646:2–647:7.) This document authorized Seryani with the full power of attorney to act on behalf of the LPJ for any matters relating to the AUM. (7 AA 2045.) As the power of attorney states, "[t]his is an absolute, general, and inclusive power of attorney." (3 AA 649.) Twal gave Seryani power of attorney because Seryani "travel[ed] a lot . . . [a]nd when these deals happen[ed]," Seryani needed to be able to "go over everything and pass them" in Twal's absence. (5 RT 647:12–20.) In other words, Seryani was given this power of attorney because Twal entrusted him with the overall management and authority to oversee the University's operations. (7 AA 2045.)

In granting this power of attorney to Seryani, a California resident, Twal purposefully availed himself "of the privilege of conducting activities within" California by having his agent (Seryani) conduct and direct business in California on his (Twal's) behalf in connection with the university. (*Ford Motor Co., supra,* 141 S.Ct. at p. 1024; *Burger King Corp., supra*, 471

U.S. at p. 476.) Such directed activities intentionally directed at California through Seryani provided Twal, LPJ, and the University with "fair warning that a particular activity may subject [them] to the jurisdiction of a foreign sovereign." (*Burger King Corp., supra*, 471 U.S. at p. 472; *Keeton v. Hustler Magazine, Inc.* (1984) 465 U.S. 770, 774.)

Accordingly, Twal, LPJ, and the University are subject to jurisdiction in California because they granted a power of attorney to one of its residents. The appointment of an agent in California, for the purpose of conducting California-based activities, unequivocally constitutes purposeful availment to the benefits and privileges of California.

4. Defendants' Money Laundering Scheme Subjects Them to Jurisdiction

One basis for asserting jurisdiction over a nonresident defendant that has long been recognized by the California courts is "when the defendant has caused an 'effect' in the state by an act or omission which occurs elsewhere." (*Sibley, supra*, 16 Cal.3d at p. 445; *Quattrone, supra*, 44 Cal.App.3d at p. 303.) As the

California Supreme Court explained, this "effects" test for jurisdiction applies when the defendant's conduct is directed at the forum and the plaintiff's asserted claim arises therefrom:

> A state has power to exercise judicial jurisdiction over an individual who causes effects in the state by an omission or act done elsewhere with respect to causes of action arising from these effects, *unless the nature of the effects and of the individual's relationship to the state make the exercise of such jurisdiction unreasonable*. [Citations.] When jurisdiction over an individual is based solely upon such act or omission, only a claim for relief arising from such act or omission may be asserted against the individual.

(*Sibley, supra*, 16 Cal.3d at p. 446, original italics.)

Here, Appellants alleged in their verified Complaint, as well as the numerous documents and testimony provided in opposition to the motion to quash, that they were fraudulently induced into entering the several agreements with LPJ on the false representations that LPJ, through the funds available from the Vatican, would provide all of the necessary funding for the contracts and various projects. (1 AA 35–45.) And whenever Seryani asked Twal about when promised funds would be delivered, Twal would repeat that "[t]he Magi are coming with

the money." (1 AA 22.) Fr. Majdi made similar assurances to Appellants that "whatever payments were owed to them under the contracts with AUM would be paid in full." (1 AA 36; 4 AA 1021.)

Appellants also made several loans to Defendants to ensure their projects would not be shutdown. (3 AA 850; 3 AA 858–859; 4 AA 910.) In connection with these loans, "Twal informed Seryani that the Latin Patriarchate and the Vatican had promised to guarantee all financial obligations of AUM during its startup phase . . . and would guarantee all obligations due and owing to [Appellants]." (1 AA 36.)

And as detailed above, Defendants attempted to procure Appellants' services and efforts to further Defendants' money laundering plan. (1 AA 19; 2 AA 480.) This scheme required the participation of Seryani to further the exploitation of the Roman Catholic Church's charitable deduction status to launder monetary donations from corporate entities to the Defendants. (1 AA 19.) This plan was relayed to Seryani by Sweeney and McDonagh, who "confided in [Seryani] all of the aspects and

procedures in this scheme, including their relationship with Morgan Stanley Trading and Franklin Templeton for the banking flow that utilizes the Sovereign Immunity of the Vatican Bank in order to conduct this business." (7 AA 2047.) Seryani also claimed that Sweeney told him "he was acting as an agent for the Latin Patriarch, Twal, AUM and LPJ in raising money, loans and sources of funding for AUM and LPJ. During these meetings, [Sweeney] explained to [Seryani] all of the details of his money laundering scheme." (7 AA 2047.)

Defendants reached out to Seryani and Synergy, both based in California, in particular to take advantage of the expertise and their ability to perform services in California. (3 AA 850; 3 AA 854;4 AA 905–906; 4 AA 909; 4 AA 948; 7 AA 2044; 7 AA 2050.)

By intentionally reaching out to Appellants in California, Defendants "caused an 'effect' in the state by an act or omission which occurs elsewhere." (*Sibley, supra*, 16 Cal.3d at p. 445.) Because Appellants claims for relief arise directly "from such act or omission" by Defendants (see Appellants' first cause of action for fraud (1 AA 34–45)), California can and should exercise

jurisdiction over Defendants under the "effects" test. (*Id.* at p. 446; *Quattrone, supra*, 44 Cal.App.3d at p. 303.)

II. The Trial Court Erred Insofar as It Granted Respondents' Motion for Forum Non Conveniens

A motion to dismiss or stay a complaint based on forum non conveniens can be brought on two grounds: a contractual forum selection clause or the traditional ground, i.e., that the forum in which the action was filed is inconvenient. (*Intershop Communications v. Super. Ct.* (2002) 104 Cal.App.4th 191, 196–98.) When the motion is brought on traditional forum non conveniens grounds, the court should consider the following factors:

> In determining whether to grant a motion based on forum non conveniens, a court must first determine whether the alternate forum is a "suitable" place for trial. If it is, the next step is to consider the private interests of the litigants and the interests of the public in retaining the action for trial in California.

(*Stangvik v. Shiley Inc.* (1991) 54 Cal.3d 744, 751.) "The private interest factors are those that make trial and the enforceability of the ensuing judgment expeditious and relatively inexpensive,

such as the ease of access to sources of proof, the cost of obtaining attendance of witnesses, and the availability of compulsory process for attendance of unwilling witnesses." (*Ibid.*) The residences of the plaintiff and the defendant are relevant, and a corporate defendant's principal place of business is presumptively a convenient forum. (*Id.* at p. 754–55.)

If the plaintiff is a California resident, the "plaintiff's choice of a forum should rarely be disturbed unless the balance is strongly in favor of the defendant." (*Stangvik, supra*, 54 Cal.3d at p. 754; *Bechtel Corp. v. Industrial Indem. Co.* (1978) 86 Cal.App.3d 45, 51–53.)

In addition to these private interest factors, the public interest factors relevant to the forum non conveniens analysis include "avoidance of overburdening California courts, protecting potential jurors who should not be called on to decide cases in which the local community has little concern, and weighing the competing ties of California and the alternate jurisdiction to the litigation." (*Animal Film, LLC v. D.E.J. Productions, Inc.* (2011) 193 Cal.App.4th 466, 473.)

Whether to grant a motion to dismiss or stay an action on forum non conveniens grounds rests in "the trial court's discretion," requiring appellate deference on review. (*Stangvik, supra*, 54 Cal.3d at p. 751; *Investors Equity Life Holding Co. v. Schmidt* (2011) 195 Cal.App.4th 1519, 1528 ["The ruling on a forum non conveniens motion is generally reviewed for abuse of discretion with 'substantial deference . . . accorded [to the trial court's] determination in this regard.'"].)

As a preliminary matter, it is unclear whether the lower court even ruled on the request to dismiss the case on the grounds of forum non conveniens. It would appear that the answer is no, as the trial court stated, "'[i]f the plaintiff is unable to demonstrate sufficient minimum contacts with the forum to justify jurisdiction, a court is not required to engage in the process of weighing the defendant's inconvenience of litigating in the forum against the plaintiffs' interests in suing locally and California's interest in assuming jurisdiction.' Here the contracts were formed in Jordan, between parties in Jordan, to be performed in Jordan, with the alleged breaches occurring in

Jordan. Dismissal is appropriate." (9 AA 2562.)

In any event, it would be (or was) an abuse of discretion to dismiss the case on the grounds of forum non conveniens. This is certainly true as to the local entities, The Roman Catholic Bishop of San Bernardino and The Roman Catholic Archbishop of Los Angeles, a Corporation Sole, both of which are located in California. (3 AA 769; 3 AA 798; *Stangvik, supra*, 54 Cal.3d at p. 755 ["If a corporation is the defendant, the state of its incorporation and the place where its principal place of business is located is presumptively a convenient forum."].)

Defendants have argued that Jordan would be a suitable alternative forum for Appellants to try their case. (5 AA 1273–1274.) This is simply not the case.

No evidence of any kind was presented establishing that Jordan is a suitable alternative forum. It would be impossible for Seryani to obtain a fair trial in Jordan. Seryani, for one, cannot enter the country, because he would likely be arrested upon arriving in Jordan. (1 AA 24–25; 2 AA 478; 2 AA 483.) As Seryani described it when asked at the evidentiary hearing if he felt that

he could return to Jordan, he said that "[he] can book a plane ticket but how long are we going to stay under the sun, that's the question." (6 RT 741:5–7.) Additionally, Respondents hold considerable, if not total, political influence and power over the Jordanian judicial system. (7 AA 2052–2053.)

As further evidence of Seryani's inability to obtain a fair trial in Jordan, it appears that Twal initiated a frivolous legal action against Seryani in Jordan in or about 2016. (5 AA 1279; 7 AA 2053.) Despite not receiving notice of the action or being served with any related filings, much less the opportunity to participate in the action, a "judgment" was entered against Seryani in absentia. (5 AA 1279; 7 AA 2053.)

For these reasons, Jordan is not a "suitable" place for trial.

But even if it were determined that Jordan was an appropriate alternative forum—which, to be clear, it is not—the private and public interests support the case being tried in California.

As noted above, these private interest factors include "the ease of access to sources of proof, the cost of obtaining attendance

of witnesses, and the availability of compulsory process for attendance of unwilling witnesses." (*Stangvik, supra*, 54 Cal.3d at p. 751.)

As was the case in the extensive discovery already conducted in this action, technology all but eliminated the pre-modern issues associated with conducting discovery on non-local parties. (*Ford Motor Warranty Cases v. Super. Ct.* (2017) 11 Cal.App.5th 626, 643 ["[W]ith today's technology, there is no reason why counsel, parties and witnesses should have to travel frequently to Los Angeles. The complex courts in Los Angeles have used electronic filing and email for years now, pretrial and post-trial court appearances may be made by telephone or video using CourtCall, and many judges accept conference calls to informally resolve discovery disputes. Counsel and the court may take advantage of technology to devise means to coordinate discovery and other pretrial practice so as to avoid 'great inconvenience.'"]; *Rice Growers Assn. v. First Nat. Bank* (1985) 167 Cal.App.3d 559, 580 [noting that "technological progress in communication and transportation . . . has [] decreased the

burdens inherent in defendant a lawsuit in a foreign tribunal."].)

And it has already been demonstrated in this lawsuit that litigation can be prosecuted and litigation costs managed by using technology. For example, even though some Defendants were in the Middle East, they were still able to respond to a significant amount of written discovery requests, produce documents, and have their depositions taken remotely. (1 RT 59:23–60:2 [counsel for Defendants noting that Appellants propounded "2,000 different individual written interrogatories, [Requests for Admission], et cetera."]; 1 RT 42:24–43:4 [discussing the service of written discovery and subpoenas for the production of documents]; 1 RT 26:12–24 [discussing ability to conduct depositions and cases via Zoom].)

The costs associated with conducting this litigation would therefore not be increased merely because the case was being tried in California.

As for the public interest factors, two important ones here are "protecting potential jurors who should not be called on to decide cases in which the local community has little concern" and

California's interest in providing a forum to its residents. (*Animal Film, LLC, supra*, 193 Cal.App.4th at p. 473; *Magnecomp Corp. v. Athene Co.* (1989) 209 Cal.App.3d 526, 538–39.)

As is detailed above, California citizens were solicited by the LPJ and Twal to donate several million dollars, much of which was used in connection with the university projects. (2 AA 469–470; 2 AA 474; 4 AA 1007; 6 AA 1509–1510; 6 AA 1598–1599; 6 AA 1619–1620; 6 AA 1635; 6 AA 1710; 6 AA 1682–1687.) California jurors would therefore have more than a "little concern" regarding these practices directly affecting California residents.

Furthermore, "where tortious acts are committed against California citizens, [the courts] should liberally construe and interpret jurisdictional principles to accomplish substantial justice for California citizens." (*Magnecomp Corp., supra*, 209 Cal.App.3d at p. 538–39; *Northern Natural Gas Co. v. Super. Ct.* (1976) 64 Cal.App.3d 983, 995; *Anglo Irish Bank Corp., PLC v. Super. Ct.* (2008) 165 Cal.App.4th 969, 980.)

Here, Defendants' acts and omissions were directed at and committed against a California resident (Seryani) and a California-based company (Synergy). This included Defendants inducing Appellants to enter into the at-issue contracts by assuring them that all of the funding would be provided (1 AA 35–45), repeatedly promising that Appellants' money would be delivered (1 AA 22; 1 AA 36; 4 AA 1021), asking Appellants to make several loans to Defendants to prevent the projects form being shutdown (3 AA 850; 3 AA 858–859; 4 AA 910), and attempting to procure Appellants' services and efforts to further Defendants' money laundering plan. (1 AA 19; 2 AA 480.) Such conduct satisfies California's liberal policy of "interpret[ing] jurisdictional principles to accomplish substantial justice for California citizens." (*Magnecomp Corp., supra*, 209 Cal.App.3d at p. 538–39

These public factors strongly support maintaining this action in California over Jordan.

It is clear that Jordan is not a suitable alternative forum where Appellants could properly seek to have their wrongs

redressed. Additionally, the private and public factors support maintaining the action in California. This, in conjunction with the fact that Seryani is a California resident (7 AA 2044), precludes dismissing the case on the grounds of forum non conveniens.

III. The Trial Court Erred in Finding that Synergy Could Not Maintain This Action

A. Synergy's Business Standing in California Does Not Prevent It from Maintaining this Action

As part of its ruling on the motion to quash, the trial court dismissed Synergy as an inviable plaintiff, finding that "[Synergy's] status was terminated on December 17, 2014 when Seryani filed a Certificate of Cancellation. [Citations.] Once [Synergy] canceled its registration to transact intrastate business in California [citation] it lost its ability to maintain an action or proceeding in this state." (9 AA 2549–2550.) The lower court based this ruling on Corporations Code sections 17708.06 and 17708.07, subdivision (a). (9 AA 2549–2550.)

But this determination failed to take Corporations Code

section 17077.06 into consideration. This code section provides that a dissolved corporation can still litigate an action under certain circumstances:

> A limited liability company that has filed a certificate of cancellation nevertheless continues to exist for the purpose of winding up its affairs, prosecuting and defending actions by or against it in order to collect and discharge obligations, disposing of and conveying its property, and collecting and dividing its assets. A limited liability company shall not continue business except so far as necessary for its winding up.

(Corp. Code, § 17707.06, subd. (a); see also *Trubowitch v. Riverbank Canning Co.* (1947) 30 Cal.2d 335, 345.) With regard to out-of-state limited liability companies, Corporations Code section 17077.06 "appl[ies] . . . to all foreign limited liability companies registered with the Secretary of State prior to January 1, 2014, whose registrations have not been canceled as of January 1, 2014." (Corp. Code, § 17713.04, subd. (a).)

Here, Synergy was an Indiana limited liability company that was registered with the California Secretary of State on September 26, 2013. (1 AA 212.) Seryani filed his Certificate of

Cancellation with regard to Synergy on December 17, 2014. (1 AA 215.) Synergy therefore was a "foreign limited liability compan[y] registered with the Secretary of State prior to January 1, 2014, whose registrations [had] not been canceled as of January 1, 2014." (Corp. Code, § 17713.04, subd. (a).) And this in turn means that Synergy, despite the filed Certificate of Cancellation, received the benefit of Corporations Code section 17707.06 and was thus allowed to "prosecut[e] and defend[] actions by or against it in order to collect and discharge obligations, dispos[e] of and convey[] its property, and collect[] and divid[e] its assets." (Corp. Code, § 17707.06, subd. (a).) This type of conduct is certainly part of what Synergy was attempting to accomplish through its Complaint against Defendants (e.g., the causes of action for breach of contract and conversion of the buses it had purchased.) (1 AA 12.)

B. Defendants Failed to Put Synergy on Notice that They Sought to Have Synergy Dismissed on the Grounds of its Entity Status

The trial court further erred when it dismissed Synergy from the Complaint because Defendants did not put Synergy on notice that it was seeking this relief through the Motion to Quash.

When bringing a motion, "the notice of a motion . . . must state . . . the grounds upon which it will be made." (Code Civ. Proc., § 1010; see also Cal. Rules of Court, rule 3.1110(a) ["A notice of motion must state in the opening paragraph the nature of the order being sought and the grounds for issuance of the order."].) The purpose of this "basic tenet of motion practice" is "to cause the moving party to 'sufficiently define the issues for the information and attention of the adverse party and the court.'" (*Kinda v. Carpenter* (2016) 247 Cal.App.4th 1268, 1277, quoting *Luri v. Greenwald* (2003) 107 Cal.App.4th 1119, 1125.) Such notice is required to satisfy procedural due process. (*Gilbert v. City of Sunnyvale* (2005) 130 Cal.App.4th 1264, 1279.)

Here, Pizzaballa's notice for his motion to quash failed to afford Synergy the requisite due process. In the notice section of the motion to quash, which was joined by the other Defendants, Pizzaballa sought "an order quashing the service of summons on Defendants and/or dismissing or staying this action." (1 AA 95.) Pizzaballa brought his motion "on the grounds that the [trial] Court lacks personal jurisdiction over Defendants, that California is an inconvenient forum, that relief sought by this lawsuit is the subject of litigation already pending in another jurisdiction, and this action, in the interest of substantial justice, should be heard in a forum outside California. (1 AA 95.) This requested relief was repeated by Pizzaballa in the conclusion of his motion to quash. (1 AA 115.)

As is patently clear, nowhere in the notice section of the motion to quash did Pizzaballa request an order that Synergy be dismissed from the action on the grounds of its Notice of Cancellation. In fact, the only mention of this topic in the motion to quash is in two-sentence footnote. (1 AA 102.) It was therefore error for the trial court to dismiss Synergy on the grounds of its

entity status.

But even if the motion to quash did put Synergy on notice of Pizzaballa's request to have Synergy dismissed on these grounds—though, to be clear, it did not—no authority was provided by Defendants supporting the position that such relief can be granted through a motion to quash.

Motions to quash are governed by Code of Civil Procedure section 418.10, which provides that such a motion may be brought "for one or more of the following purposes: (1) To quash service of summons on the ground of lack of jurisdiction of the court over him or her. (2) To stay or dismiss the action on the ground of inconvenient forum. (3) To dismiss the action pursuant to the applicable provisions of Chapter 1.5 (commencing with Section 583.110) of Title 8." (Code Civ. Proc., § 418.10, subd. (a).) This statute enumerates the scope of relief that may be granted through a motion to quash summons. Conspicuously absent from the relief that can be afforded by a motion to quash summons is the dismissal of a plaintiff on any grounds, let alone on grounds of an alleged lack of standing.

By dismissing Synergy from the action by way of a motion to quash summons, the trial court acted in excess of its jurisdiction, which makes that portion of the trial court's ruling voidable. (*People v. Mendez* (1991) 234 Cal.App.3d 1773, 1781–82 ["An act in excess of jurisdiction is an act beyond the court's power as defined by statute or decisional rule."].)

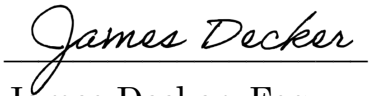
The trial court therefore erred when it dismissed Synergy from the action on the grounds of it being a dissolved business.

IV. Conclusion

For these reasons, the Court should reverse the trial court's dismissal of the action. This case should be allowed to proceed on the merits.

Dated: October 13, 2023

Respectfully submitted,



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CERTIFICATION OF WORD COUNT

I, James Decker, hereby certify in accordance with California Rules of Court, rule 8.204(c)(1), that this brief contains 12,275 words as calculated by the Microsoft Word software in which it was written.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct.

Dated: October 13, 2023

Respectfully submitted,

James Decker

James Decker, Esq.
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PROOF OF SERVICE

Benjamin Seryani et al. v. American University of Madaba et al.

Case No. E080781

STATE OF CALIFORNIA, COUNTY OF ORANGE

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Orange, State of California. My business address is 27762 Antonio Pkwy., Ste. L-1 464, Ladera Ranch, CA 92694.

On October 13, 2023, I served true copies of the following document(s) described as follows:

- **APPELLANTS' OPENING BRIEF**
- **APPELLANTS' APPENDIX (VOLUMES 1–9)**

On the following interested parties in this action:

SEE ATTACHED SERVICE LIST

BY MAIL: I enclosed a copy of the document(s) identified above in an envelope or envelopes and deposited the sealed envelope(s) with the U.S. Postal Service, with the postage fully prepaid.

VIA ELECTRONIC MAIL OR ELECTRONIC TRANSMISSION: Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission via Court's Electronic Filing System (EFS) operated by ImageSoft TrueFiling (TrueFiling) as indicated on the attached service list:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: October 13, 2023

Griffin Schindler

SERVICE LIST

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