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' REPLY BRIEF

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COURT OF APPEAL FOURTH APPELLATE DISTRICT, DIVISION TWO	COURT OF APPEAL CASE NUMBER: E080781
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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*): [ ] INITIAL CERTIFICATE [x] SUPPLEMENTAL CERTIFICATE	

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2. a. [x] There are no interested entities or persons that must be listed in this certificate under rule 8.208.
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(1)		
(2)		
(3)		
(4)		
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Date: March 18, 2024

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(SIGNATURE OF APPELLANT OR ATTORNEY)

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INTRODUCTION

The issue on appeal is whether the trial court erred in determining that it lacked general and specific personal jurisdiction over Respondents and granting Respondents' motion to quash service of summons on that basis.

The undisputed evidence here provides a sufficient basis for the exercise of both specific and general jurisdiction by the California trial court. Further, there is no evidence that Jordan would be a more convenient forum. In fact, it would be an inconvenient forum for Seryani, who would have great difficulty getting a fair trial, if any, in that forum and would risk his safety going there.

The Court should therefore reverse the trial court's dismissal of the action and order granting Respondents' motion to quash.

ARGUMENT

I. Jurisdiction Exists over the Respondents

"Personal jurisdiction may be either general or specific." (*Vons Cos., Inc. v. Seabest Foods, Inc.* (1996) 14 Cal.4th 434, 445.)

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As the LPJ Respondents[1,2] acknowledge with regard to general jurisdiction, a non-resident defendant may "be haled into court in the forum state to answer for any of its activities anywhere in the world" if the defendant has "continuous and systematic general business contracts" with the forum state. (LPJ ROB, p. 25.)

And as for when specific jurisdiction can be exercised, the LPJ Respondents agree that (1) the defendant must purposefully avail itself of the forum's benefits, (2) the controversy must relate to or arise out of the defendant's contacts with the forum, and (3)

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[1] As used in this Reply, the term "LPJ Respondents" collectively refers to Respondents His Excellency Archbishop Pierbattista Pizzaballa; American University of Madaba Company; American University of Madaba; American University of Madaba, Inc.; Latin Patriarchate of Jerusalem; Latin Patriarchal Vicariate Ecclesiastical Court; Mukawer Castle for Education Company; His Beatitude Fouad Twal; His Excellency Archbishop William Shomali; and The Roman Catholic Bishop of San Bernardino. Citations in this Reply to the Opening Brief filed by the LPJ Respondents is indicated by the term "LPJ ROB."

[2] As used in this Reply, the term "RCALA" refers to Respondent The Roman Catholic Archbishop of Los Angeles, a Corporation Sole. Citations in this Reply to the Opening Brief filed by RCALA is indicated by the term "RCALA ROB."

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the exercise of jurisdiction must comport with the notions of fair play and substantial justice. (LPJ ROB, p. 26; *Snowney v. Harrah's Entertainment, Inc.* (2005) 35 Cal.4th 1054, 1062.) The LPJ Respondents further agree that specific jurisdiction may be invoked "if the actor committed an out-of-state act intending to cause effects in California or reasonably expecting that effects in California would result." (LPJ ROB, p. 26.)

In support of their position that general jurisdiction does not exist over them, the LPJ Respondents provided a single sentence: "Respondents have no continuous and systematic general business contacts in California and not a single, substantive corporate Respondent has registered to do business in California or maintains its principal place of business in California." (LPJ ROB, p. 25.) In other words, the LPJ Respondents state in conclusory terms that there is no general jurisdiction over them. (LPJ ROB, p. 25.)

As to the LPJ Respondents' apparent position that general jurisdiction requires a non-resident defendant to be "registered to do business in California or maintain[] its principal place of

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business in California," this statement overlooks clear legal authority to the contrary. (LPJ ROB, p. 25.) As the United States Supreme Court stated in *Daimler AG v. Bauman*, "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.) The question to ask is not whether the defendant is registered in or has its principal place of business in the forum state, but rather "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.'" (*Id.* at p. 139.)

As for specific jurisdiction, the LPJ Respondents argue that they did not purposefully avail themselves of California, because they did not "conduct[] any business in California." (LPJ ROB, p. 26.) They also asserted that a power of attorney signed by Twal naming Seryani as his attorney-in-fact is insufficient to establish jurisdiction because "it was written in Arabic, signed in Amman, Jordan[,] and was in specific reference to [Respondent American

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University of Madaba Company], a Jordanian-based corporation, in relation to the Jordan university, [Respondent American University of Madaba]." (LPJ ROB, p. 27.) The LPJ Respondents further stated in conclusory terms that "Appellants' claims do not arise from any conduct carried out by any Respondent in California." (LPJ ROB, p. 26.)

With regard to the reasonableness prong of the specific jurisdiction test, the LPJ Respondents argue that exercising jurisdiction in California would be unreasonable because many of the Respondents reside in other countries, the evidence and witnesses are supposedly in Jordan, and California's interests would not be served by the exercise of jurisdiction. (LPJ ROB, p. 28.

But it was clearly shown that the LPJ Respondents *did* have substantial operations and affiliations in California and that the elements for specific jurisdiction were satisfied such that they should be subjected to jurisdiction in California.

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A. Respondents Conducted Operations in, and Had Significant Affiliations with, California

The LPJ Respondents explicitly sought out Appellants because of their residency in California. (2 AA 469; 2 AA 476–477; 4 AA 909; 5 RT 630:25–631:22; 7 AA 2044; 7 AA 2049–2050.) In fact, one of the at-issue contracts, the Management Agreement, lists Synergy's address in Perris, California. (2 AA 490.) And as the record demonstrates, Twal reached out to Seryani due to the latter's (1) having acquired numerous American connections through his extensive experience in hotel management, (2) fluency in Arabic and English, and (3) familiarity with Jordan and the United States. (3 AA 854; 7 AA 2044.)

And it was known that Appellants would perform their contractual obligations in California. Specifically, Appellants purchased supplies, materials, and lab equipment in California, which were delivered to and shipped from Appellants' warehouse in California. (2 AA 477–478; 2 AA 582–3 AA 609; 3 AA 850; 3 AA 858–859; 4 AA 907; 4 AA 909; 7 AA 2051; 8 AA 2168–2191.)

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Furthermore, the blueprints for a two-story kitchen and other departments in the university were sent to Tec Industry, Inc., a company in San Bernardino, California. (4 AA 905; 4 AA 959–960; 4 AA 993–997; 7 AA 2051; 8 AA 2168–2191; 5 RT 622:23–623:8.) As Seryani testified, "[e]very single item" for the university was constructed by Tec Industry in La Verne, California and then shipped from California through Synergy. (5 RT 621:5–17; RT 624:16–625:2; 5 RT 633:15–16; 5 RT 636:3–4.)

Appellants also advanced money to pay for the university's financial liabilities, without which the university would not have been able to operate. (3 AA 850; 3 AA 858; 3 AA 859; 4 AA 910; 7 AA 2045; 7 AA 2050–2051; 5 RT 641:20–642:63.)

And Appellants' underlying causes of action arose from and were significantly related to the LPJ Respondents' at-issue contacts with California. 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.)

Furthermore, Respondents did not dispute that the LPJ

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directly sent priests to serve parishes in Redlands, Pomona, and San Francisco. (6 AA 1674–1678; 4 AA 906; 4 AA 910; 4 AA 1007; 4 AA 1015; 4 AA 1021; 5 AA 1510.) Such conduct constitutes purposeful availment. (*Rocklin De Mexico v. Super. Ct.* (1984) 157 Cal.App.3d 91, 97, fn. 8 ["Of course, such purposeful activity can be shown where an employee of the purchaser is sent to the forum state to conduct the purchases. The same is true where the defendant retains a California agent to effect its purchases."]; *Daimler AG, supra*, 571 U.S. at p. 135, fn. 13 ["As such, a corporation can purposefully avail itself of a forum by directing its agents or distributors to take action there."].)

Additionally, the detailed statements provided by the declarations of Fr. Majdi Siryani, Majdi Dayyat, and Yaser Qasrawi offer substantial evidence of significant financial dealings that extend into California. (4 AA 905–908; 5 AA 1285; 5 AA 1286–1287.) Such financial dealings provide a sufficient basis to support the exercise of jurisdiction. (*Daimler AG, supra*, 571 U.S. at p. 139.) The records here go beyond mere financial documentation; they serve as crucial evidence linking the broader

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financial activities of LPJ to California, thus necessitating focused judicial consideration on the substantive legal issues at hand.

The LPJ's extensive operation and support of parishes for the Arab American communities and its fundraising activities within California not only illustrate a substantial connection to the forum but also affirm the jurisdictional principles of *International Shoe Co. v. Washington*. These activities establish "minimum contacts" that are fundamental for asserting jurisdiction, highlighting the LPJ's significant presence and influence within California, which justifies California's exercise of jurisdiction over these matters. (*Internat. Shoe Co. v. Washington* (1945) 326 U.S. 310, 316.)

Undisputed evidence shows that the LPJ Respondents have extensive conduct and connection to three parishes in California and derives a substantial portion of its funding from the Western Lieutenancy of the Equestrian Order. (4 AA 906; 4 AA 910; 4 AA 1007; 4 AA 1015; 4 AA 1021; 5 AA 1510; 6 AA 1505–1506; 6 AA 1520; 6 AA 1584–1585; 6 AA 1592–1593; 6 AA 1598–1601; 6 AA

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1616–1620; 6 AA 1635; 6 AA 1674–1678; 6 AA 1698–1699; 6 AA 1711–1212; 7 AA 1861–1868.) These and the other activities in the forum have consequential effects within California. Employing the "effects" test alongside the doctrines of minimum contacts and specific jurisdiction elucidates the LPJ Respondents' significant activities within California. (*Sibley v. Super. Ct.* (1976) 16 Cal.3d 442, 445–46; *Quattrone v. Super. Ct.* (1975) 44 Cal.App.3d 296, 303.) These forum activities support California's jurisdiction over defendants. (*Bristol-Myers Squibb Co. v. Super. Ct.* (2017) 137 S. Ct. 1773, 1781.)

The Catholic Church is one worldwide religion that is interconnected with its hierarchy of patriarchs, cardinals, archbishops, bishops, and priests, all of whom come under the authority of the Pope and the Holy See. The LPJ falls under this hierarchy and is overseen by a patriarch or an archbishop. It does not offend the notions of fair play for this international organization, which includes the dioceses of Los Angeles and San Bernardino, to be haled into court in this forum. There is a systematic and continuous presence of this organization with

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actual offices, buildings, churches, parishes, and schools.

These acts and those others discussed in Appellants' Opening Brief undoubtedly demonstrate that the LPJ Respondents intentionally sought out a California resident (Seryani) and company (Synergy) to take advantage of the higher-quality materials and resources available in California that were not available in Jordan in connection with the at-issue contracts. In other words, the LPJ Respondents purposefully availed themselves of California's benefits, and Appellants' underlying claims arose from those same contracts. (*Jewish Defense Organization, Inc. v. Super. Ct.* (1999) 72 Cal.App.4th 1045, 1054.)

B. Exercising Jurisdiction over Respondents Would Be Reasonable

As for the LPJ Respondents' contention that the exercise of jurisdiction over them would be unreasonable, this is simply not the case. With regards to their argument that "[t]he evidence, witnesses, and parties are in Jordan" (LPJ ROB, p. 28), the LPJ Respondents do not provide any explanation as to how this would

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negatively impact litigating this case in California. As was noted by the trial court, the parties, despite some defendants and witnesses living in Jordan, were able to propound and respond to "extensive" written discovery requests and remotely conduct multiple depositions. (1 RT 26:12–24; 1 RT 42:24–43:4; 1 RT 59:23–60:2; 5 AA 1481; 6 AA 1663; 9 AA 2556.) Modern technological advances have essentially eliminated issues with conducting discovery on non-local parties. (*Ford Motor Warranty Cases v. Super. Ct.* (2017) 11 Cal.App.5th 626, 643; *Rice Growers Assn. v. First Nat. Bank* (1985) 167 Cal.App.3d 559, 580.)

Despite the LPJ Respondents' unsupported conclusion to the contrary (LPJ ROB, p. 28), California does have an interest in adjudicating this action. (*Magnecomp Corp. v. Athene Co.* (1989) 209 Cal.App.3d 526, 538–39.) As is detailed more fully in Appellants' Opening Brief, 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.)

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C. Respondents Engaged in Tortious Conduct Against Appellants

Appellants' verified Complaint provides that Respondents fraudulently induced a California resident (Seryani) to abandon his employment in California in order to accept a prestigious position with the LPJ as head administrator for AUM—but with the undisclosed intention of having him participate in and facilitate their money laundering scheme as a means to provide funding to AUM. (1 AA 19; 1 AA 22–23;1 AA 34–45.) This included Respondents inducing Appellants to enter into the at-issue contracts (1 AA 35–45), repeatedly promising that Appellants would be paid (1 AA 22; 1 AA 36; 4 AA 1021), asking Appellants to make several loans to prevent the at-issue projects from being shutdown (3 AA 850; 3 AA 858–859; 4 AA 910), and attempting to procure Appellants' services and efforts to further Respondents' 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" when "tortious acts are committed against

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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.)

Respondents' tortious acts of inducing Seryani to leave his work behind in California and accept a position with AUM, promising significant compensation with profitable contracts, promising reimbursement for loans he made to carry this project forward, and causing him $30,000,000 in damages, while concealing their ultimate intention of using him as their scapegoat for the money laundering scheme stand alone as a sufficient basis for jurisdiction.

Based on the foregoing and also the points raised in Appellants' Opening Brief, the trial court erred in determining that it could not exercise personal jurisdiction over Respondents.

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

As noted by Appellants in their Opening Brief, it is unclear whether the trial court ruled on Respondents' request to dismiss

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the case on the grounds of forum non conveniens. (9 AA 2562.)

Respondents argue that dismissal on the basis of forum non conveniens would be appropriate because (1) Seryani relied on "self-serving testimony and speculation about what 'would likely' happen if he returned to Jordan"; (2) Seryani previously used the Jordanian legal system; (3) the Jordanian legal system would, according to one Jordanian attorney, result in a fair trial; (4) most of the parties, witnesses, and evidence are supposedly in Jordan; and (5) Jordanian law controls the at-issue contracts. (LPJ ROB, p. 30–31; RCALA ROB, p. 5–6.)

With respect to the claim that Seryani relied on "self-serving" testimony as to what would likely happen to him if he returned to Jordan (i.e., being arrested upon arrival) (2 AA 478), this position overlooks the fact that declarations are inherently self-serving: "Modern courts have recognized that all evidence proffered by a party is intended to be self-serving in the sense of supporting the party's position, and it cannot be discounted on that basis." (*Oiye v. Fox* (2012) 211 Cal.App.4th 1036, 1050; *Gillette v. Workmen's Comp. Appeals Bd.* (1971) 20 Cal.App.3d

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312, 321.) Adopting Respondents' position would spell the end of declarations to support or oppose many types of motion. Respondents had ample opportunity to submit evidence to contradict or undermine the assertions in Seryani's declarations. (1 RT 26:12–24; 1 RT 42:24–43:4; 1 RT 59:23–60:2; 5 AA 1481; 6 AA 1663; 9 AA 2556.) Seryani was also cross-examined at length by Respondents' counsel at the final hearing on the motion to quash. (6 RT 704.) The trial court made no comment, including any comment regarding credibility, on Seryani's assertions of what would happen to him if he returned to Jordan.

As for the concern about the location of parties, witnesses, and evidence, this has already been addressed above, but suffice it to say that modern technology would resolve any issues previously associated with non-resident parties litigating a case. (*Ford Motor Warranty Cases, supra*, 11 Cal.App.5th at p. 643; *Rice Growers Assn., supra*, 167 Cal.App.3d at p. 580.) Despite RCALA's claimed concern that the contracts being written in Arabic and witnesses being called who speak Arabic would necessitate the use of translators (RCALA ROB, p. 5), it is not

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clear how this presents any hurdle to the presentation of evidence in a California court. Translators are regularly used for depositions, evidentiary hearings, and trials. In fact, translations and translators were satisfactorily used in this case when the parties were conducting discovery, submitting documents in Arabic, and taking depositions. (See, e.g., 1 AA 185; 6 AA 1667.)

The LPJ Respondents also contend that Jordan would be a suitable forum because, as they allege, Seryani was a "resident" of Jordan during the time the contracts were to be performed and that he previously initiated arbitration there. (LPJ ROB, p. 16, 18, 30–31.) The LPJ Respondents apparently contend that being a *citizen* of a country means that the person must inherently *reside* there as well. But as Seryani testified, he has been a United States citizen living in California since approximately 2000, would need to pay for a visa limited to two-week visits if he went to Jordan, and was sometimes required to travel *to Jordan* to work on the contracts. (6 RT 706:22–707:23; 6 RT 709:15–19.) As for Seryani's prior initiation of arbitration in Jordan, Respondents point to no authority that the previous use of a

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particular forum makes that forum a suitable alternative for the rest of time or that arbitration in Jordan would preclude California's exercise of jurisdiction.

RCALA also attempts to mislead the Court by stating that "Appellants conceded that Jordan would be an equal forum." (RCALA ROB, p. 6.) But a review of the record shows that RCALA took this statement out of context. This language, which is pulled from Appellants' opposition to the motion to quash, is as follows: "No good reasons have been presented by Defendant that would make Jordan a better forum option for this action. At the very most, Jordan is an equal forum in some, but not all respects. That is not enough to tip the scales and deny jurisdiction or for a change of forum." (7 AA 1850:3–5.) Read in context, it is clear Appellants were not conceding that Jordan was a suitable or equal forum when compared to California. Rather, Appellants were merely pointing out that Respondents failed to carry their burden of showing that Jordan was a more suitable forum. (7 AA 1850:3–5.) A plaintiff's choice of forum prevails, even if both forums are equally suitable. (*Stangvik v. Shiley Inc.* (1991) 54

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Cal.3d 744, 754 ["Many cases hold that the plaintiff's choice of a forum should rarely be disturbed unless the balance is *strongly* in favor of the defendant."], italics added.)

Jordan would not be a suitable forum here. Seryani, for one, cannot enter the country, because he would likely be arrested upon arrival. (1 AA 24–25; 2 AA 478; 2 AA 483.) Respondents also hold considerable, if not total, political influence and power over the Jordanian judicial system. (7 AA 2052–2053.) And it further appears that "judgment" in a case initiated in Jordan by Twal against Seryani was rendered without Seryani receiving notice of it. (5 AA 1279; 5 AA 1306; 7 AA 2053.)

As RCALA is located in Los Angeles County and is part of the worldwide Catholic Church with multiple dioceses in California, this argument further rings hollow. (RCALA ROB, p. 7.) RCALA has no basis for making a claim of forum non conveniens.

All of this, coupled with the fact that Seryani is a California resident (7 AA 2044), precludes a dismissal based on forum non

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conveniens. Because Appellants can establish grounds for jurisdiction in California, even if all things were equal with Jordan—which Appellants do not concede—Appellants would be entitled to their choice of forums. (*Stangvik, supra*, 54 Cal.3d at p. 754.)

III. The Trial Court Erred in Dismissing Synergy from the Action

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

The LPJ Respondents argue that Synergy was properly dismissed from the lawsuit on the grounds that it was an Indiana-registered limited liability company that had filed a certificate of cancellation in California, thus barring it from maintaining a lawsuit in California. (LPJ ROB, p. 31–32.) But this position overlooks clear statutory authority to the contrary.

Under Corporations Code section 17707.06 (a statute the trial court failed to take into consideration), a limited liability company that files a certificate of cancellation "nevertheless continues to exist for the purpose of winding up its affairs,

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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." (Corp. Code, § 17707.06, subd. (a).) This code section is found in Title 2.6 of the Corporations Code. (Corp. Code, § 17707.06.)

The LPJ Respondents attempt to distinguish this statute by claiming that it does not apply to foreign-registered limited liability companies. (LPJ ROB, p. 32.) But section 17713.04 of the Corporations Code provides that "title [2.6] shall apply . . . 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.) A Certificate of Cancellation with regard to Synergy was filed 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

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of January 1, 2014." (Corp. Code, § 17713.04, subd. (a).) This in turn means that Synergy 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).)

B. Synergy Did Not Receive Notice that Respondents Sought to Have Synergy Dismissed on the Basis of Its Entity Status

The LPJ Respondents also contend that their motion to quash provided Synergy with notice that they were seeking to have Synergy dismissed on the grounds of its entity status. (LPJ ROB, p. 33.) They specifically argue that the "Points and Authorities [section of the motion to quash] included a section entitled 'SYNERGY is a dissolved Indiana LLC no longer authorized to conduct business or maintain this lawsuit in California.'" (LPJ ROB, p. 33.) Though not acknowledged in their Brief, the LPJ's only reference to Corporations Code section 17708.07 was in a brief footnote in the points and authorities

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section of the motion to quash. (1 AA 102.)

But the LPJ Respondents' notice of the motion to quash neither stated they were seeking a dismissal of Synergy as a plaintiff on the grounds of its entity status nor provided that this would be a basis of the relief the LPJ Respondents were seeking. (1 AA 95; 1 AA 115.) Due process requires that "the *notice* of a motion . . . must state . . . the grounds upon which it will be made." (Code Civ. Proc., § 1010, italics added; see also Cal. Rules of Court, rule 3.1110(a).) Respondents failed to provide notice that it would seek Synergy's dismissal based on its entity status, which violated Synergy's right to due process. (*Kinda v. Carpenter* (2016) 247 Cal.App.4th 1268, 1277; *Gilbert v. City of Sunnyvale* (2005) 130 Cal.App.4th 1264, 1279.)

Respondents also failed to address in their Brief that dismissing an entity-plaintiff on grounds of its entity status cannot be raised in a motion to quash. (Code Civ. Proc., § 418.10, subd. (a); (*Kroopf v. Guffey* (1986) 183 Cal.App.3d 1351, 1360 ["[A] motion to quash service is strictly limited to the question of jurisdiction over the defendant."]; *Nelson v. Horvath* (1970) 4

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Cal.App.3d 1, 4–5.) And the reason the LPJ Respondents did not bring their dismissal relief through the proper legal mechanism is clear: such a direct challenge would have been a waiver of jurisdiction and voided Respondents' claim of making only a special appearance. (1 AA 95; *Rhyne v. Mun. Ct.* (1980) 113 Cal.App.3d 807, 815–16 ["The filing of a demurrer . . . constitutes a general appearance in an action which confers jurisdiction upon the court."].)

In 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. Venue Is Proper in San Bernardino County

RCALA argues that venue is improper in San Bernardino County because "[t]here is little doubt . . . that RCALA and

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[Respondent The Roman Catholic Bishop of San Bernardino] were added to this litigation as Doe Defendants for the sole purpose of obtaining jurisdiction in California." (RCALA ROB, p. 7.)

There have been no findings or determinations supporting RCALA's position that it or Respondent The Roman Catholic Bishop of San Bernardino were added "for the sole purpose of obtaining jurisdiction"—and RCALA certainly fails to point to any such finding or determination in the record. (ROB, p. 6–7.)

But even if that were the case—which Appellants do not concede—venue would still be proper in San Bernardino County. Under section 395 of the Code of Civil Procedure, venue for a breach of contract claim is proper "in the county where the obligation is to be performed, where the contract in fact was entered into, or where the defendant or any defendant resides at the commencement of the action. . . ." (Code Civ. Proc., § 395, subd. (a); *LLP Mortgage, Ltd. v. Bizar* (2005) 126 Cal.App.4th 773, 775.) This code section also provides that "[i]f none of the defendants reside in the state or if they reside in the state and

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the county where they reside is unknown to the plaintiff, the action may be tried in the superior court in any county that the plaintiff may designate in his or her complaint." (Code Civ. Proc., § 395, subd. (a).)

Here, as is described more fully elsewhere in this Brief and Appellants' Opening Brief, Appellants' obligations under the at-issue contracts were performed in San Bernardino County. Appellants purchased supplies, materials, and lab equipment in California, which were delivered to and shipped from Appellants' warehouse in Ontario, California. (2 AA 477–478; 2 AA 582–3 AA 609; 3 AA 850; 3 AA 858–859; 4 AA 907; 4 AA 909; 7 AA 2051; 8 AA 2168–2191.) Furthermore, the blueprints for a two-story kitchen and other departments in the university were sent to Tec Industry, Inc., a company in San Bernardino, California. (4 AA 905; 4 AA 959–960; 4 AA 993–997; 7 AA 2051; 8 AA 2168–2191; 5 RT 622:23–623:8.) Both Ontario and San Berardino are cities in San Berardino County. As this is where Appellants' contractual obligations were performed, venue is proper in San Bernardino County. (Code Civ. Proc., § 395, subd. (a).)

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Additionally, a motion to quash service of summons is not the proper mechanism for challenging venue. (*Kroopf, supra*, 183 Cal.App.3d at p. 1360; *Nelson, supra*, 4 Cal.App.3d at p. 4–5; see also Code Civ. Proc., § 396b [governing motions to change venue].)

V. The Involvement of Altawoneih Does Not Preclude the Exercise of Jurisdiction

Respondents contend that there can be no personal jurisdiction over them, because Synergy formed Altawoneih Lil Khadmat Alogestieh, a subsidiary it used in Jordan in connection with the contracts. (RCALA ROB, p. 3; LPJ ROB, p. 15.) But the involvement of a Jordanian entity in fulfilling the contracts does not preclude jurisdiction in California.

As Respondents acknowledge, the creation and use of Altawoneih was required pursuant to Jordanian law. (RCALA ROB, p. 3; LPJ ROB, p. 15.) So, in order for the contracts to be performed by California residents with California resources—which the LPJ Respondents wanted (2 AA 469; 2 AA 477; 4 AA 909; 5 RT 630:25–631:22; 7 AA 2044; 7 AA 2049–2050)—the

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creation of Altawoneih was a legal necessity.

Additionally, Respondents overlook the fact that a significant portion of Appellants' obligations under the contracts were performed in California. (2 AA 477–478; 2 AA 582–3 AA 609; 3 AA 850; 3 AA 858–859; 4 AA 905; 4 AA 907; 4 AA 909; 4 AA 959–960; 4 AA 993–997; 5 RT 621:5–17; 5 RT 622:23–623:8; 5 RT 624:16–625:2; 5 RT 633:15–16; 5 RT 636:3–4; 7 AA 2051; 8 AA 2168–2191.) That Appellants employed the use of a Jordanian entity (which was Synergy's subsidiary) does not negate Appellants' California residencies.

VI. Respondents' Miscellaneous Arguments

In their respective Briefs, Respondents raised several arguments that did not squarely fit into the discussion of personal jurisdiction, so they will be addressed here.

A. Motions to Quash Are Limited to Questions of Jurisdiction

RCALA argues multiple times that the judgment should be affirmed as to it because "[t]he Complaint fails to state any facts sufficient to constitute any basis whatsoever for including

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RCALA in this lawsuit and RCALA should be dismissed." (RCALA ROB, p. 7, 11.) Such a situation may be grounds for a demurrer, but not a motion to quash summons. (Code Civ. Proc., § 430.10 [governing demurrers]; Code Civ. Proc., § 418.10 [governing motions to quash]; *Kroopf, supra*, 183 Cal.App.3d at p. 1360; *Nelson, supra*, 4 Cal.App.3d at p. 4–5.) In fact, RCALA even cited the statute for demurrers in raising this contention. (RCALA ROB, p. 11.) RCALA did not file a demurrer in this action, and the trial court did not rule on a demurrer. (9 AA 2546–2562.) RCALA's argument should be disregarded as irrelevant to the issues on appeal.

B. *Brue* Is Factually Distinguishable

RCALA also relied on *Brue v. Shabaab* to argue that Respondents' fundraising efforts did not support the exercise of personal jurisdiction. (RCALA ROB, p. 8–10.) *Brue* is distinguishable from the facts here.

In *Brue*, it was found that the California court lacked general jurisdiction over the defendant because "Al Shabaab maintains no offices in California" and there were only six

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California residents associated with the defendant. (*Brue v. Shabaab* (2020) 54 Cal.App.5th 578, 591.) The order finding no general jurisdiction over the defendant was affirmed because "the limited and sporadic connections the [plaintiffs] allege Al Shabaab shares with California do not constitute the 'continuous and systematic' activities necessary to justify the exercise of general jurisdiction over a party." (*Id.* at p. 592.) The *Brue* court did not substantively discuss the exercise of specific jurisdiction over the defendant, because the plaintiffs argued "only that the trial court may exercise general personal jurisdiction over Al Shabaab." (*Id.* at p. 134.)

Unlike the *Brue* defendant, Respondents' connections with California *were* continuous and systematic. The LPJ routinely and systematically solicited and collected millions of dollars from California residents, a substantial sum of which has been used to fund the at-issue university. (2 AA 469–470; 2 AA 474; 4 AA 906; 4 AA 1007; 4 AA 1019–1022; 4 AA 1045; 6 AA 1509–1510; 6 AA 1551; 6 AA 1598–1599; 6 AA 1619–1620; 6 AA 1635; 6 AA 1696–1601; 6 AA 1682–1687; 6 AA 1710; 8 AA 2220–2228.) The LPJ

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has also sent priests directly from the LPJ to parishes in California. (6 AA 1674–1678; 4 AA 906; 4 AA 910; 4 AA 1007; 4 AA 1015; 4 AA 1021; 5 AA 1510; 6 RT 726:26–727:7.) That the LPJ had priests serving in California parishes was acknowledged in a June 12, 2018 letter from Respondent Pizzaballa "[t]o the Bishops and Priests of the Latin Patriarchate." (2 AA 553; 7 AA 1918 [letter from Pizzaballa certifying a reverend who "has [Pizzaballa's] permission to be in the Archdiocese of Los Angeles for three (3) years, from October 15, 2018 to October 31, 2021."].) This was also confirmed by Respondent Twal, who stated that the LPJ "provided the priest for the Redlands community in San Bernardino." (6 AA 1722:7–11.)

It is also worth noting that RCALA cited to and relied on *Ghuman v. Gronager*, No. D076788, 2020 WL 6789712, an unpublished opinion from the First Division of the Fourth Appellate District. (RCALA ROB, p. 10–11.) Such reliance on an unpublished decision is improper and violates the California Rules of Court. (Cal. Rules of Court, rule 8.1115(a); *San Francisco Unified School Dist. v. W.R. Grace* (1995) 37

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Cal.App.4th 1318, 1340.) RCALA's arguments relying on *Ghuman v. Gronager* should be disregarded.

C. The New Hampshire Lawsuit Has No Bearing on These Proceedings

Respondents point out that Appellants filed a similar lawsuit in New Hampshire that was dismissed for lack of jurisdiction. (RCALA ROB, p. 2; LPJ ROB, p. 17.) The New Hampshire action is wholly irrelevant to these proceedings.

"The dismissal for the reason that plaintiff has chosen the wrong forum or form of proceeding or remedy, or because of defects in the pleadings or parties, or for want of jurisdiction or because the suit was prematurely brought, will not operate as a bar or an estoppel to a subsequent suit." (*Campanella v. Campanella* (1928) 265 P. 327, 335.) And this makes sense: if Appellants were unable to pursue their claims in New Hampshire due to lack of personal jurisdiction over Respondents in that forum, the next logical step is to try the case in a forum where personal jurisdiction can be exercised.

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D. Reviewing Courts Do Not Judge Witness Credibility

The LPJ Respondents appear to take issue with the fact that some of the evidence relied on by Appellants was through declarations of the Hon. Judge Fr. Dr. Majdi Siryani (Seryani's brother) and Dr. Faten Massarweh (Seryani's spouse). (LPJ ROB, p. 18.) While the LPJ Respondents point out these familial connections in their Brief, they do not do anything further with the information, such as refuting the evidence provided in those witnesses' declarations. (LPJ ROB, p. 18.) It is assumed that the LPJ Respondents included this in a thinly veiled attempt to contend that the Hon. Judge Majdi and Dr. Faten are biased. But such a claim, which was not established by the trial court, is irrelevant to this appeal because reviewing courts "do[] not . . . judge the credibility of witnesses." (*Halagan v. Ohanesian* (1967) 257 Cal.App.2d 14, 17.)

E. The Roles of the Equestrian Order of the Holy Sepulchre and Queen of Peace Foundation

The LPJ Respondents claim that Appellants "fail[ed] to

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provide an accurate discussion of all relevant facts," including facts surrounding the Equestrian Order of the Holy Sepulchre of Jerusalem and the Queen of Peace Foundation. (LPJ ROB, p. 18–20.)

Concerning the Equestrian Order, the LPJ Respondents argue that Appellants "make passing mention that the funds from the [Equestrian Order], including the Western Lieutenancy, are actually issued to the Grand Magisterium in Rome - not the LPJ." (LPJ ROB, p. 19.) But Appellants' Brief clearly states that the Los Angeles-based Western Lieutenancy sends approximately $1,200,000 in funds annually—which are solicited and received from California residents—to the Grand Magisterium in Rome, which in turn sends the funds to the LPJ. (AOB, p. 53–54; see also 6 AA 1505–1506; 6 AA 1520; 6 AA 1584–1585; 6 AA 1592–1593; 6 AA 1598–1601; 6 AA 1616–1620; 6 AA 1635; 6 AA 1698–1699; 6 AA 1711–1212; 7 AA 1861–1868.) And as Respondent Twal (the former head of the LPJ who had "the highest [a]uthority and signature over the entire Latin Catholic Archdiocese" (1 AA 106)) confirmed during his deposition, "one of

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the main benefactors and supporters financially of the Latin Patriarchate is the Equestrian Order of the Holy Sepulchre of Jerusalem.” (6 AA 1674:18–23.)

As for the Queen of Peace Foundation, the LPJ Respondents argue that they “do not make contributions to [the Queen of Peace Foundation], . . . solicit[] donations from [the Queen of Peace Foundation], [or] engage[] in fundraising activities with [the Queen of Peace Foundation].” (LPJ ROB, p. 20.) But the evidence shows that the Queen of Peace Foundation solicited donations from California-based parishioners, which were then provided to the LPJ. (4 AA 1045; 6 AA 1509–1510; 6 AA 1551.) And a substantial sum of these donations was 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.)

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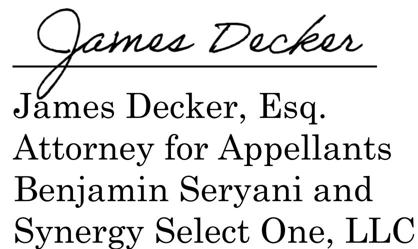
VII. Conclusion

The undisputed evidence, taken as a whole, provides a sufficient basis for the exercise of both specific and general jurisdiction by the California trial court. Further, there is no evidence that Jordan would be a more convenient forum. In fact, it would be an inconvenient forum for Seryani, who would have great difficulty getting a fair trial, if any, in that forum and would risk his safety going there.

For these reasons and those discussed in Appellants' Opening Brief, the Court should reverse the trial court's dismissal of the action and order granting Respondents' motion to quash.

Dated: March 18, 2024

Respectfully submitted,



James Decker, Esq.
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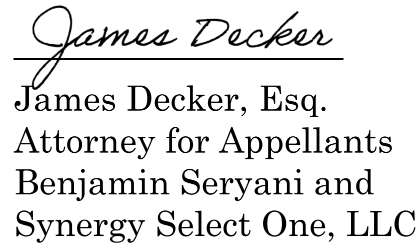
CERTIFICATION OF WORD COUNT

I, James Decker, hereby certify in accordance with California Rules of Court, rule 8.204(c)(1), that this brief contains 6,436 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: March 18, 2024

Respectfully submitted,



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On March 18, 2024, I served true copies of the following document(s) described as follows:

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On the following interested parties in this action:

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Dated: March 18, 2024

Griffin Schindler

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