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[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

[REDACTED] AN INDIVIDUAL,
Plaintiff,

v.

[REDACTED] & [REDACTED] LEGAL, PC, a
New York Professional Corporation,
[REDACTED] an individual;
[REDACTED] an individual and
DOES 1 through 10 inclusive,

Defendants.

[REDACTED]

[REDACTED]
[REDACTED]

**PLAINTIFF [REDACTED] [REDACTED]
RESPONSE TO DEFENDANT
[REDACTED] & [REDACTED] LEGAL PC.,
[REDACTED] AND [REDACTED]
[REDACTED] MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT OF MOTION TO
DISMISS FOR LACK OF SUBJECT
MATTER JURISDICTION AND
PERSONAL JURISDICTION**

Complaint Filed: [REDACTED]
Trial Date: None Set

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1 **I. INTRODUCTION**

2 Defendants' negligent and faulty legal work product was purposefully directed
3 towards the State of California. Defendants practiced California law and were heavily
4 involved in providing faulty legal services to the Plaintiff's California business and
5 immigration approval to move to California.

6 Defendants offer immigration and business formation services to customers in all
7 fifty states, including California. Defendants purposefully avail themselves of the laws of
8 California and the other states that they conduct business in, by the nature of the localized
9 services they provide. Defendants incorporated Plaintiff's California limited liability
10 company with the California Secretary of State and provided legal advice with respect to
11 incorporating a California business. Defendants have purposefully availed themselves of
conducting business in California and other states.

12 Specifically, the very same California legal work product provided by Defendants,
13 caused tremendous harm to Plaintiff while residing in the State of California. That legal
14 document is the California Operating Agreement and California membership certificates,
15 sourced, produced, advised and approved of by the Defendants.

16 **II. STATEMENT OF FACTS**

17 **A. Plaintiff is Canada Citizen & California Resident; Defendants [REDACTED] &**
18 **[REDACTED] are Citizens of New York**

19 Plaintiff has been residing in California since 2017 and is a Canadian citizen, "I am
20 over 18 years old, and I am a resident of San Diego County, State of California." [REDACTED]
21 Declaration ¶ 1) Plaintiffs working relationship with [REDACTED] [REDACTED] [REDACTED] and [REDACTED]
[REDACTED] began around 2015 and ended around [REDACTED]. Plaintiff's entire goal was to

1 move to California, “From the start of my relationship with [REDACTED] [REDACTED] [REDACTED] and [REDACTED]
2 [REDACTED] the plan was to move my family to California.” [REDACTED] Declaration, ¶ 3, 4)

3 Defendants were retained by Plaintiff in direct connection with this case, thus they
4 owed a legal duty to Plaintiff. “In 2017, Mr. [REDACTED] retained my law firm to help him with
5 some immigration legal work he needed. [REDACTED] Declaration, ¶ 16)

6 From the start, Plaintiff's entire objective was to move to California and only
7 California, “From the start of my relationship with [REDACTED] [REDACTED] [REDACTED] and [REDACTED] [REDACTED]
8 the plan was to move my family to California. I was given legal advice exclusively by
9 [REDACTED] to accomplish legal residency in California specifically. In 2017, the firm [REDACTED]
10 advised me that in order to obtain an L1-A Visa to California, I would need to have a
11 company set up and that I MUST maintain at least 51% ownership at ALL times.” [REDACTED]
12 Declaration, ¶ 4, 5, 6)

13 [REDACTED] is a citizen of New York, [REDACTED] is a professional “C” corporation (PC)
14 organized and existing under the laws of the State of New York.” [REDACTED] Declaration, ¶
15 5) Defendant [REDACTED] is the president of [REDACTED] “I am also the owner and president of my
16 law firm, [REDACTED] & [REDACTED] Legal PC...” [REDACTED] Declaration, ¶ 5).

17 Defendant [REDACTED] is also a citizen of New York, “I am a citizen of the United
18 States and I currently reside in [REDACTED] York.” [REDACTED] Declaration, ¶ 2).

19 **B. [REDACTED] Services**

20 **1) Legal Advisement & Work Product Was For California**
21 **Exclusively**

The scope of work by the defendants included:

- 1) Legal planning advisory services on how Plaintiff will be able to legally move his family to California.
- 2) When the legal advisory was rendered, Defendants then performed all the required legal services in connection with obtaining an L1 visa for Plaintiff. This included preparation, review and submissions of all legal documents. The specific and explicit intent by Defendants was that Plaintiff would legally be a 51% majority owner of a California company. Defendants incorporated the company [REDACTED] LLC in California, then they practiced California law by providing and advising on the companies 30+ page operating agreement along with fully drafting its California membership certificates. Moreover, the Defendants directly provided legal services and modifications to the California office lease signed by Plaintiff.

2) **Legal Advisory & Undertaking of Legal Services Targeting California**

On the advisory side, Plaintiff wanted to move to California with a company in Delaware. In 2017, Plaintiff sought out Defendants legal advice to be able to legally reside in California. The Defendant advised the Plaintiff to apply for a L-1 Intra-Company Transfer visa. [REDACTED] even has a detailed step by step legal guide on [REDACTED] letterhead (Exhibit 1).

On [REDACTED], the Defendant advised the Plaintiff to first incorporate a company in the United States prior to filing the petition “Yes, it is best if the US company is incorporated before we apply for the L visa.” (Exhibit 2).

1 On [REDACTED] the Plaintiff sent [REDACTED] the new LLC name he wanted to
2 incorporate in Delaware along with explicit ownership percentages of Plaintiff owning
3 51%. Plaintiff also requested that the company have offices in California. “The name of the
4 company will be called: [REDACTED] LLC. Me owning 51%. [REDACTED] [REDACTED] owning 49%. We
5 want to incorporate in Delaware with an office in California - will be either Sacramento or
6 San Diego. Let me know if that works.” (Exhibit 3)

7 “Defendants then legally advised that the company must be headquartered within
8 the forum state Plaintiff will be living in, California. “My original intent was to incorporate
9 in Delaware and set up an office in California.” [REDACTED] Declaration, ¶ 17).

10 On [REDACTED] Plaintiff followed the legal advice of Defendant, “Only after
11 getting advised by [REDACTED] did I consult with my partner and agreed to incorporate the
12 company in California.” [REDACTED] Declaration, ¶ 17), “I spoke with [REDACTED] and we are going
13 to incorporate in California and get the office in San Diego.” (Exhibit 4).

14 A couple of days later, on [REDACTED] Defendants among other things legally
15 advised, “Once incorporated we will issue 2 member certificates - you and [REDACTED] then
16 registered an agent for the LLC with a California address. [REDACTED] employee [REDACTED] [REDACTED]
17 goes on to state, “Once it is incorporated we will request EIN number for your LLC using
18 [REDACTED] Social Security Number so you can open a US corporate bank account”. The legal
19 advice and Defendants undertaking of legal work goes on to state several other legalities
20 related specifically to a California entity. Even the subject of the email communication
21 itself is titled “**California LLC**.” (Exhibit 5)

On [REDACTED] [REDACTED] confirmed to Plaintiff’s assistant [REDACTED] [REDACTED] that the
incorporation had arrived at California Secretary of State that day “It has arrived at

1 California Secretary of State today.” (Exhibit 6) and that the Defendant did the
2 incorporation directly “She did do this directly” (Exhibit 23).

3 On [REDACTED] defendants offered more legal services to Plaintiff. “Also,
4 [REDACTED] can provide an operating agreement unless you have one?” (Exhibit 7). In the
5 same email communication, [REDACTED] employee [REDACTED] [REDACTED] asked to confirm the use of the
6 social security number of a California citizen, residing in [REDACTED] California to obtain an
7 Employment Identification Number for the California LLC [REDACTED] “Just confirming that
8 we are using [REDACTED] Social Security Number that you gave me and that he resides at [REDACTED]
9 [REDACTED], [REDACTED] CA”. [REDACTED] employee [REDACTED] [REDACTED] also confirmed that
10 Defendant [REDACTED] legal services would issue the LLC’s member certificates: “We will
11 issue 2 Member Certificates – yourself and [REDACTED]

12 **3) Malpractice With California Operating Agreement and Membership**
13 **Certificates**

14 The Defendants claim that “In connection with the formation of the United States
15 entity, [REDACTED] scope of work was limited to the entity’s formation only. No other work was
16 requested, invoiced, or performed regarding the formation of the LLC. Mr. [REDACTED] was not
17 charged or billed for drafting an Operating Agreement because that service was not
18 requested or performed.” (Memorandum, page 2 ¶ 6)

19 The following will articulate the numerous fallacies in the foregoing declaration.
20 First, Defendants helped prepare a 5-year business plan for the California LLC. On [REDACTED]
21 [REDACTED] [REDACTED] employee [REDACTED] [REDACTED] sent a copy of the [REDACTED] business plan to revise it
with Plaintiff’s assistant [REDACTED] [REDACTED] “We can revise this word documents instead of
going to liveplan.” (Exhibit 8) As part of the business plan, an office lease for the

1 California LLC was legally reviewed and modified by Defendant [REDACTED] “I made a change
2 on the lease on page 1 – deleted month to month” (Exhibit 9).

3 On [REDACTED], Plaintiff accepted the legal advice (“Send over generic operating
4 agreement”, Exhibit 10) whereby Plaintiff receives legal services for a California LLC
5 operating agreement and its membership certificates by Defendants, “Also, [REDACTED] can
6 **provide an operating agreement unless you have one? We will issue 2 Member**
7 **Certificates – yourself and [REDACTED]** (Exhibit 7)

8 Plaintiff again following the legal advice provided by Defendants re-confirmed the
9 majority ownership structure of 51%. “Send over generic operating agreement. [REDACTED]
10 51% [REDACTED] 49%” (Exhibit 10). The Defendants then sourced and sent a couple presumably
11 reviewed operating agreements suitable for Plaintiffs legal requirements. (“two generic
12 versions of Operating Agreements for CA LLCs.” (Exhibit 11)

13 On [REDACTED] Plaintiff was confused and asked [REDACTED] employee [REDACTED] [REDACTED] for
14 clarification regarding which one of the two Defendant provided operating agreements he
15 needed to sign. Plaintiff confused and asked, **“one is a pdf and another is word. they**
16 **appear to be the same thing. you need both filled out and signed?”** (Exhibit 12). To
17 which [REDACTED] employee [REDACTED] [REDACTED] replied back on [REDACTED], at 2:23 pm PST, **“No,**
18 **just one. They are basically the same.”** (Exhibit 12) Consequently, the legal operating
19 agreements are nowhere near the same. One is a California multi member LLC operating
20 agreement (Exhibit 13) and the other is a Multi member LLC operating agreement (Exhibit
21 14). The two operating agreements have vastly different legal implications, yet the attorney
negligently advised both California operating agreements as being the same. That legal

1 advice would be part of what then later causes the devastation to Plaintiff, and which is the
2 cause of action at the heart of this complaint.

3 On the same day and concurrently to the provided California LLC operating
4 Agreement, Defendants ██████ fully drafted, prepared then issued 2 member certificates for
5 the California LLC. On ██████ at 12:52 pm PST, ██████ employee ██████ ██████ sent
6 Plaintiff's assistant ██████ ██████ the fully prepared membership certificates for ██████
7 just requiring a signature and date number only "Here are the member certificates for
8 ██████ Both ██████ and ██████ need to sign. [...] Date – May 23rd." (Exhibit 15)
9 Everything else was prepared by ██████ Including: (i) the ██████ company name, (ii)
10 complete names of the members, including that of California citizen ██████ ██████ (iii) the
11 ownership units both spelled out and numbered for clarity, (iv) the certificate's
12 identification number, (v) tamper proof unit clarification in top left hand corner of the
13 document, (vi) legally binding text that reads: "... is entitled to the full benefits of such
14 membership, subject to the duties and obligations as more fully set forth in the operating
15 agreement." (vii) the certificate text at the very top is clear "Organized under the laws of
16 the State of California."

16 While the membership certificates only required a signature and date, Plaintiff and
17 his assistant ██████ ██████ did not have the knowledge or experience on how to complete all
18 the empty legal terms of the California operating agreement. "After ██████ sent us the
19 operating agreements, neither my assistant ██████ nor myself knew which one to choose,
20 how to fill it out or which clauses to take out." ██████ Declaration, ¶ 16). The same day,
21 Plaintiff's assistant ██████ ██████ directly requests and receives legal services from ██████
employee ██████ ██████ on the completion of the operating agreements blank terms, "Hi

1 ■■■■ I can't seem to find your cell #. Can you please send again? Or give me a call? **I am**
2 **struggling with this Operating Agreement** ..." (Exhibit 16) to which ■■■■ employee
3 ■■■■ responded with her phone number "■■■■" (Exhibit 17)

4 Defendants' negligence was severe. First, in advising which legal operating
5 agreement needed to be signed. Second, in completely botching the legal completion of the
6 blank terms of the Operating agreement. Defendant's ■■■■ employee ■■■■ ■■■■ admits,
7 "I worked with ■■■■ ■■■■ regarding the shares and operating agreement." (email from
8 ■■■■ employee ■■■■ ■■■■ to plaintiff on ■■■■, Exhibit 18). Third, ■■■■
9 employee ■■■■ ■■■■ was physically given a final printed copy by Plaintiff BEFORE its
10 submission and use in California yet still ■■■■ took no care to review the operating
11 agreement. ("On the morning of ■■■■, I recall driving to ■■■■ ■■■■ house to
12 collect the printed files, then driving to a Tim Hortons to meet ■■■■ ■■■■ in person. She
13 took my papers and reviewed them all in my physical presence page by page.", ■■■■
14 Declaration, ¶ 9)

14 **III. ARGUMENT**

15 **A. Proper Venue**

16 Venue is proper in this county in accordance with 28 U.S.C. § 1391(b)(2) because a
17 substantial part of the events or omissions giving rise to the claim occurred in this district.
18 If minimum contacts exist between the defendant and the forum state then the court under
19 Section 410.10 of the Code of Civil Procedure will have personal jurisdiction over the
20 defendant. "A court of this state may exercise jurisdiction on any basis not inconsistent
21 with the Constitution of this state or of the United States."

1 **B. Subject Matter Jurisdiction: Diversity.**

2 ████ employee █████ █████ has been dismissed from the Complaint, this case now
3 involves a single alien, the Plaintiff, a Canadian citizen and California resident, and two
4 citizens of the United States, the Defendants, Ms. █████ and █████ both New York
5 residents. Also, the claim of the Plaintiff is for more than \$75,000.

6 **C. Personal Jurisdiction: Minimum Contacts**

7 As per the Defendants own referenced Legal Standards, we can use the three part
8 test to evaluate the nature and quality of defendants' contacts for purposes of specific
9 jurisdiction (Memorandum, page 8 ¶ 1) :

- 10 i) *some action taken whereby defendant purposefully avails himself or*
11 *herself of the privileges of conducting activities in the forum,*
12 *thereby invoking the benefits and protections of the forum's laws;*

13 The Defendants refer to *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 478 (1985)
14 stating that “The “purposeful availment” requirement ensures that a defendant will not be
15 haled into a jurisdiction solely as a result of “random,” “fortuitous,” or “attenuated”
16 contacts.” but Defendants omit the rest of the opinion, which states that “Jurisdiction is
17 proper, however, where the contacts proximately result from actions by the defendant
18 himself that create a "substantial connection" with the forum State” (citing *McGee v.*
19 *International Life Insurance Co.*, supra, at 223). Defendant must have “purposefully
20 availed itself of the privilege of conducting activities within the forum State[.]” *Burger*
21 *King Corp. v. Rudzewicz*, 471 U.S. 462, 475 (1985).

 “‘Purposeful availment’ requires that the defendant “‘have performed some type of
affirmative conduct which allows or promotes the transaction of business within the forum

1 state.”” *Sher v. Johnson*, 911 F.2d 1357, 1362 (1990), quoting *Sinatra v. National*
2 *Enquirer, Inc.*, 854 F.2d 1191, 1195 (9th Cir. 1988).

3 Defendants incorporated a California LLC using the State of California on-line
4 digital services, they then directed a California citizen on steps to take and how to enter a
5 federal California building. “The person needs ID to get into the building as it is secured.”
6 (Exhibit 19). Defendants provided legal services to a 30+ page legal operating agreement
7 governed by the laws of California. Defendants also fully drafted , prepared and issued the
8 LLC’s membership certificates for use with the California company. In direct connection to
9 the California companies Operating Agreement. The Defendants advised and even revised
10 the legal lease of the California company’s office (“I made a change on the lease on page
11 1”, Exhibit 9). The Defendants purposefully and with explicit intent directed their work
towards California and its laws.

12 Defendants’ invoices (Exhibit 24) demonstrate they profited from the activities they
13 directed at and in California, creating a further substantial connection with this State and
14 therefore purposefully availed themselves of the privileges of conducting activities in the
15 forum.

16 Jurisdiction in California is proper in this instance because Defendants are
17 providing comprehensive legal services to help individuals move to California, including
18 setting up California corporate entities and providing other substantial legal services within
19 the State of California. While Plaintiff concedes that a nonresident attorney entering into
20 an attorney-client relationship, alone, does not provide the minimum contacts necessary to
21 support personal jurisdiction over a nonresident attorney, “even a single act can support
jurisdiction so long as it is ‘substantial.’” *Gary, Ritter & Graham, PC v. Goldman Phipps*

1 *PLLC*, 511 S.W.3d 639, 669 (2015), quoting, *Carlidge v. Hernandez*, 9 S.W. 3d 341, 348
2 (Tex. App. 14th Dist. 1999).

3 Defendants' contacts with California were much more than random, fortuitous or
4 attenuated. Instead, Defendant is operating in California, giving complicated,
5 state-specific, legal advice to clients forming California corporations, including preparing
6 bylaws, stock certificates, and limited liability company operating agreements used in
7 hundreds of transactions. Not only do Defendants prepare the documents and give the
8 legal advice needed to form the California entity, they also interface with the California
9 Secretary of State to file articles of incorporation, and related filings. Defendants are
10 directly conducting these activities within California.

11 Additionally, Defendants are providing legal advice concerning Plaintiff's
12 California real estate lease, in order to establish Plaintiff's business jurisdiction in
13 California. Defendants are providing legal advice to Plaintiff under California law with
14 respect to forming California corporations, entering and negotiating real estate leases under
15 California law, and otherwise giving California-specific legal advice. *ESAB Group, Inc. v.*
16 *Centricut, Inc.*, 126, F.3d 617, 625 (4th Cir. 1997)(defendant's actions must have been
17 "directed at the forum state in more than a random, fortuitous, or attenuated way."); see
18 *Mitrano v. Hawes*, 377 F.3d 402, 407-408 (4th Cir. 2004)(jurisdiction in forum state proper
19 because defendant law firm prosecuted action in forum state's courts); see *Trinity*
20 *Industries, Inc. v. Myers & Associates, Ltd.*, 41 F.3d 229, 230 (5th Cir. 1995)(jurisdiction in
21 forum state is proper based on law firm's continued representation of client in forum state).

1 ii) claims arise out of or relate to the defendant's forum-related
2 activities;

3 Plaintiff's claim arose directly from [REDACTED] faulty legal work product under their
4 direct instructions, control, review and production. The faulty work product was directed
5 and used exclusively in California. (*McGee v. International Life Insurance Co.*, 355 U.S.
6 220 (1957)).

7 Most recently, this conduct is further validated by the Supreme Court's opinion in
8 *Ford Motor Co. v. Montana Eighth Jud. Dist. Ct.* (592 U.S. ____ (2021), p2), which states
9 that when a company "serves a market for a product in a State and that product causes
10 injury in the State to one of its residents, the State's courts may entertain the resulting
11 suit." [REDACTED] practices federal immigration law, by its nature their work product is targeted
12 for all states in the United States. In this case, the Defendants' legal work product
13 specifically on the operating agreement, stems from the exact legal work product directed
14 purposefully at, into, and in California. Plaintiff exclusively relied on the California legal
15 documents for the relocation of his family to California, with a legally headquartered
16 California company, a California citizen partner and a California exclusive operating
17 agreement with California membership certificates.

18 The Defendants themselves used the operating agreement and its membership
19 certificates to prove ownership of the LLC (51% [REDACTED] 49% [REDACTED] to the US Customs
20 and Border Protection, a department of Homeland Security. (Exhibit 20) The Defendants'
21 communications with the California Secretary of State, calls into California with specific
 instructions to a California citizen who is named in the same legal documents prepared by
 the defendants under the laws and jurisdiction of California. This conduct would give rise

1 to a foreseeable claim in this state. Plaintiff then, using what he believed was his 51%
2 ownership and management control of the California LLC, opened multiple bank accounts,
3 purchased insurance and entered into hundreds of contracts governed under California law.

4 On [REDACTED] and in direct connection with the faulty Operating agreement of
5 the LLC, an interim arbitration order (Exhibit 21) determined that [REDACTED] owns 95.308%
6 of the capital interest in the LLC, and thus owns the majority of the Percentage Interests in
7 the LLC for voting purposes, and has the right to elect to dissolve the LLC without the
8 consent and over the objection of [REDACTED] (Order No. 4 - Petition for Dissolution, Exhibit
9 21, p12, ¶ 6) The arbitrator came to this conclusion specifically using the faulty operating
10 agreement. Under section 3.1 of the Operating Agreement (Exhibit 22), the section
11 provided that: “Each Member will contribute to the capital of the Company as the
12 Member’s initial Capital Contribution the money or property TBD [or services] specified
13 in Exhibit B.” Exhibit B, as with the space in section 3.1, was not legally completed. The
14 names and address of the members, the description of the capital contribution, the value of
15 the capital contribution, and the percentage interest all were left legally blank under
16 Defendants' advice and review. The entire section of 3.1 should NOT have been in the
17 operating agreement because it was never agreed upon or explained to Plaintiff the
18 meaning of this provision. Most damning is that the clause is in direct conflict with
19 Defendants’ own legal advice.

20 The Arbitrator also noted in Order No. 4 (Exhibit 21) that “With respect to [REDACTED]
21 and [REDACTED] initial capital contributions and ownership interests in the LLC, the Agreement
states that their respective capital contributions are “TBD.” This was also negligently

missed because Plaintiff has wired \$250,000 into the account directly and the proof of funds were used to demonstrate a 51% ownership in the LLC.

The faulty Operating Agreement was what gave cause to the Arbitrators reasons in her order. If the operating agreement was correctly completed, the arbitrator would not be able to find a way through a motion to get to the same conclusion of ownership. The arbitrator's orders included an \$8-million dollar surcharge against Plaintiff and then were leveraged by people to deny Plaintiff his ownership rights, and cause harm to Plaintiff. Essentially, a complete loss of his \$1.5-million a year in income and his reputation. All this harm arises out of the Defendant's forum-related activities.

iii) the exercise of jurisdiction must be reasonable.

Although, as the Defendants noted, "The burden of proving the third requirement shifts to the defendant [...]" (Memorandum, p8 ¶ 1), it is worth pointing out that on ██████████, in *Swenberg v. Dmarcian, Inc.*, 68 Cal. App. 5th 280, the Court of Appeals of California issued an opinion pursuant to the "reasonability" and "fairness" of the exercise of jurisdiction. The opinion stated that "'Under the minimum contacts test, 'an essential criterion in all cases is whether the 'quality and nature' of the defendant's activity is such that it is 'reasonable' and 'fair' to require him to conduct his defense in that State.'" (*Epic Communications, Inc. v. Richwave Technology, Inc.* (2009) 179 Cal.App.4th 314, 327 [101 Cal.Rptr.3d 572] (*Epic Communications*), quoting *Pavlovich, supra*, 29 Cal.4th at p. 268.) "'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*. [Citations.]" (*Asahi Metal Industry Co. v. Superior Court* (1987) 480 U.S. 102, 112 [94 L.Ed.2d 92, 107 S.Ct. 1026].) A

1 defendant's physical presence in the state is not required, as long as his or her efforts were
2 ""purposely directed"" toward residents of that state. (*Burger King Corp. v. Rudzewicz*
3 (1985) 471 U.S. 462, 476 [85 L.Ed.2d 528, 105 S.Ct. 2174]; *St. Joe Paper Co. v. Superior*
4 *Court* (1981) 120 Cal.App.3d 991, 997 [175 Cal.Rptr. 94].) Thus, personal jurisdiction
5 may be exercised over a defendant who has caused an effect in the forum state by an act or
6 omission occurring elsewhere. (*McGee v. International Life Ins. Co.* (1957) 355 U.S. 220,
7 223-224 [2 L.Ed.2d 223, 78 S.Ct. 199]; *Sibley v. Superior Court, supra*, 16 Cal.3d at pp.
8 445-446; *Buckeye Boiler Co. v. Superior Court* (1969) 71 Cal.2d 893, 898-899 [80
9 Cal.Rptr. 113, 458 P.2d 57].)" (*Taylor-Rush, supra*, 217 Cal.App.3d at p. 112.) But there
10 must be evidence the nonresident defendant intentionally targeted his or her conduct *at the*
11 *forum state* and not just at a plaintiff who lives in that state. (*Burdick v. Superior Court*
12 (2015) 233 Cal.App.4th 8, 13, 25 [183 Cal.Rptr.3d 1]; *Walden v. Fiore* (2014) 571 U.S.
277, 288 [188 L.Ed.2d 12, 134 S.Ct. 1115] (*Walden*).)"

13 [REDACTED] LLC is a Citizen of California, The Secretary of State is a Citizen of
14 California, Ascent Builders, Inc., who is the signatory to the office lease is a Citizen of
15 California, [REDACTED] [REDACTED] who is in the Operating Agreement is a Citizen of California and
16 in 2017 until today, Plaintiff was and is a resident of California.

17 **Forum Interest**

18 The state of California has a legitimate interest to redress defendants who use its
19 laws, state run programs and residents for profit. The interests of the forum state in this
20 action is paramount. The state cannot expect its own laws to be defended, practiced or
21 interpreted elsewhere to the detriment of its own California residents. It is in the Plaintiff's
interest in having the forum state of California exercise jurisdiction because the entire

1 controversy in this case is around the governing laws of California, a California
2 headquartered LLC, filings with the California Secretary of State itself, communications
3 with California citizens to take physical in person action with the California Secretary of
4 State. California is the most overall efficient forum for the state to exercise jurisdiction in
5 this case.

6 Defendants FALSE Declaration to This Court

7 The Defendants and [REDACTED] employees in their declarations have also made numerous
8 misleading and untruthful statements to this court. [REDACTED] declaration is also supported
9 by written evidence communications to contradict the false Declarations of [REDACTED]
[REDACTED] and [REDACTED] signed under penalty of perjury. [REDACTED] Declaration, ¶ 12 to 20)

10 **IV. CONCLUSION**

11 Plaintiff respectfully requests the Motion to Dismiss for Lack of Subject Matter
12 Jurisdiction and Personal Jurisdiction be dismissed entirely.

13
14 [REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

16
17 [REDACTED]
[REDACTED]