

O

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

IN RE: CARTHAGE TRUST

Case No. 2:12-cv-10861-ODW(PJWx)

**ORDER GRANTING  
RESPONDENTS' MOTION TO  
DISMISS FOR IMPROPER  
SERVICE AND PERSONAL  
JURISDICTION AND DENYING AS  
MOOT RESPONDENTS' MOTION  
TO DISMISS FOR IMPROPER  
VENUE; ORDER TO SHOW CAUSE  
RE SERVICE OF PROCESS**

**I. INTRODUCTION**

While Petitioner Schuyler Moore recounts a sordid tale of wayward fiduciaries and international fraudsters supposedly absconding with millions of dollars in funds from a Swiss bank account, he skips over one of the most fundamental elements of the American judicial system: personal jurisdiction. Moore attempts to reach two foreign defendants, one a British Virgin Islands company and the other a British national and Swiss resident, with a Petition originally filed in California state court. But given the dearth of connections Respondents have to California, the “long arm of the law” is simply too short to reach them. The Court therefore **GRANTS** Respondents’ Motion to Dismiss for Improper Service and Lack of Personal Jurisdiction and **DENIES AS MOOT** Respondents’ Motion to Dismiss for Improper Venue.<sup>1</sup>

---

<sup>1</sup> Having carefully considered the papers filed in support of and in opposition to Respondents’ Motion, the Court deems the matter appropriate for decision without oral argument. Fed. R. Civ. P. 78; L.R. 7-15.

26  
27  
28

1 **II. FACTUAL BACKGROUND**

2 The Carthage Trust was formed on December 7, 2005, and the Carthage Trust  
3 Agreement named Petitioner Moore as the initial trustee. (Moore Decl. ¶ 7.) The  
4 Trust Agreement provides that the trust is governed and administered exclusively  
5 under California law and that any disputes are to be litigated in the federal or state  
6 courts sitting in Los Angeles, California. (Moore Decl. Ex. B, at 3.)

7 Under a purported December 30, 2005 Nomineeship Agreement, Respondent  
8 Grasselle S.A. became a “sub-trustee” of the Carthage Trust. (Moore Decl. Ex. D.)  
9 Grasselle was allegedly obligated to hold a Swiss Corner Banca account for the  
10 benefit of Paul Hogan, the current beneficiary of the Carthage Trust. (*Id.*) The bank  
11 account was previously held in bare trust for the trustee of another trust, the Quatre  
12 Saisons Trust (“QS Trust”). (FAP ¶ 14.) Grasselle is wholly owned by the QS  
13 Trustee, and the QS Trustee is in turn owned by Respondent Strachans. (*Id.* at ¶ 15.)  
14 Philip De Figueiredo and Respondent Philip Egglshaw are the principals of  
15 Strachans. (*Id.*)

16 Grasselle is an entity incorporated under the laws of the British Virgin Islands  
17 and has no offices, employees, registered agent, or operations in California. (Ferro  
18 Decl. ¶¶ 3, 6; Mot. Ex. C.) The company has also never litigated or marketed its  
19 services in California. (Ferro Decl. ¶ 6.)

20 Egglshaw is a British national and Swiss resident. (Egglshaw Decl. ¶ 2.) He  
21 has not visited California since April 22, 2005, and has never been to California for  
22 anything related to the QS or Carthage Trusts. (*Id.* at ¶ 3.) Egglshaw similarly never  
23 advertised, solicited business, employed anyone, or litigated in California prior to this  
24 Petition. (*Id.* at ¶ 4.)

25 On November 8, 2012, Moore filed a First Amended Petition against  
26 Egglshaw, Grasselle, and Strachans in the Los Angeles Superior Court Probate  
27 Department, alleging eight claims against Respondent Grasselle and one claim against  
28 Respondents Egglshaw and Strachans: (1) breach of fiduciary duty; (2) rescission

1 based on breach of fiduciary duty; (3) aiding and abetting breach of fiduciary duty (the  
2 only claim alleged against Egglishaw and Strachans); (4) accounting; (5) conversion;  
3 (6) possession of personal property; (7) wrongful taking; (8) removal of Grasselle as  
4 sub-trustee; and (9) declaratory relief. (ECF No. 1, at Ex. B.)

5 On December 13, 2012, Moore attempted to serve the First Amended Petition  
6 on Grasselle by mailing it and the Probate Case Cover Sheet to P.O. Box 964, Road  
7 Town, Tortola VG1110/British Virgin Islands with return receipt requested. (Mot.  
8 Ex. C.) But since March 7, 2007, both Grasselle’s registered agent, Equity Trust  
9 (BVI) Limited, and Grasselle’s registered office have been located at P.O. Box 438.  
10 (*Id.*; Ferro Decl. ¶ 4.) Grasselle’s current registered agent never received any notice  
11 regarding this case. (Ferro Decl. ¶ 7.) The incorrect address was supposedly that of  
12 Grasselle’s former registered agent. (Merryman Decl. ¶ 4.)

13 Moore attempted to serve Egglishaw via the Convention on the Service Abroad  
14 of Judicial and Extrajudicial Documents in Civil or Commercial Matters (“Hague  
15 Service Convention”). (Lucas Decl. ¶ 4.) On December 27, 2012, Egglishaw  
16 received the First Amended Petition, Probate Case Cover Sheet, and another  
17 document from the Swiss Government. (Egglishaw Decl. ¶ 5.)

18 Grasselle and Egglishaw, appearing specially, removed the First Amended  
19 Petition to this Court on diversity grounds on December 20, 2012.

20 On January 7, 2013, Grasselle and Egglishaw filed a Motion to Quash Service  
21 of Process under Federal Rules 12(b)(4) and (5) and Motion to Dismiss for Lack of  
22 Personal Jurisdiction and Improper Venue under Rules 12(b)(2) and (3).<sup>2</sup> (ECF No.  
23 14.) Moore filed his opposition on January 14, 2013 (ECF No. 23), and Respondents  
24 replied on January 18, 2013. (ECF No. 24.) That Motion is  
25 now before the Court for decision.

26 ///

27 \_\_\_\_\_  
28 <sup>2</sup> Respondent Strachans did not join in the Motion, nor has it filed a Motion of its own. But there is also no indication that Moore ever attempted to serve Strachans either.

### III. LEGAL STANDARD

1  
2 A federal court lacks personal jurisdiction over a defendant if that defendant has  
3 not been served according to federal law. *Travelers Cas. & Sur. Co. of Am. v.*  
4 *Brenneke*, 551 F.3d 1132, 1135 (9th Cir. 2009). A defendant may challenge the  
5 method of service attempted by the plaintiff under Federal Rule of Civil Procedure  
6 12(b)(5).

7 A defendant may also move to dismiss a case for lack of personal jurisdiction  
8 under Rule 12(b)(2). The plaintiff (or petitioner in this case) bears the burden of  
9 demonstrating that jurisdiction exists. *Love v. Assoc. Newspapers Ltd.*, 611 F.3d 601,  
10 608 (9th Cir. 2010).

11 District courts have the power to exercise personal jurisdiction to the extent of  
12 the law of the state in which they sit. Fed. R. Civ. P. 4(k)(1)(A); *Panavision Int'l,*  
13 *L.P. v. Toebben*, 141 F.3d 1316, 1320 (9th Cir. 1988). California's long-arm  
14 jurisdictional statute is coextensive with federal due-process requirements. Cal. Civ.  
15 Proc. Code § 410.10; *Roth v. Garcia Marquez*, 942 F.2d 617, 620 (9th Cir. 1991).

16 For a court to exercise personal jurisdiction over a nonresident defendant under  
17 federal law, the defendant must have sufficient "minimum contacts" with the forum  
18 state so that the exercise of jurisdiction "does not offend traditional notions of fair  
19 play and substantial justice." *Int'l Shoe Co. v. Wash., Office of Unemployment Comp.*  
20 *& Placement*, 326 U.S. 310, 316 (1945). Using the "minimum contacts" analysis, a  
21 court may obtain either general jurisdiction or specific jurisdiction over a non-resident  
22 defendant. *Doe v. Unocal Corp.*, 248 F.3d 915, 923 (9th Cir. 2001). If the  
23 defendant's activities are insufficient to subject him to general jurisdiction, then the  
24 court looks to the nature and quality of the defendant's contacts in relation to the  
25 cause of action to determine whether specific jurisdiction exists. *Data Disc, Inc. v.*  
26 *Sys. Tech. Assoc. Inc.*, 557 F.2d 1280, 1287 (9th Cir. 1977).

27 Aside from the personal-jurisdiction requirement, a civil action must also be  
28 brought in the appropriate venue. The case may be brought in:

- 1 (1) a judicial district in which any defendant resides, if all defendants are  
2 residents of the State in which the district is located;
- 3 (2) a judicial district in which a substantial part of the events or  
4 omissions giving rise to the claim occurred, or a substantial part of  
5 property that is the subject of the action is situated; or
- 6 (3) if there is no district in which an action may otherwise be brought as  
7 provided in this section, any judicial district in which any defendant is  
8 subject to the court's personal jurisdiction with respect to such action.
- 9 28 U.S.C. § 1391(b).

10 Rule 12(b)(3) empowers a defendant to raise improper venue as a basis for  
11 dismissal of the action.

#### 12 **IV. DISCUSSION**

13 Grasselle and Egglshaw move to dismiss the First Amended Petition on three  
14 different grounds: (1) insufficient service of process under both the state and federal  
15 law; (2) lack of general or specific personal jurisdiction; and (3) improper venue. In  
16 opposition, Moore claims that both Respondents received adequate notice, that the  
17 Court has specific jurisdiction over both of them due to the purported agreements, and  
18 that venue is proper in the Central District of California because of the Trust  
19 Agreement's forum-selection clause. The Court considers each of these grounds and  
20 the parties' respective arguments in turn.

##### 21 **A. Sufficiency of Notice**

22 Grasselle and Egglshaw both move to dismiss the First Amended Petition for  
23 improper service of process, arguing that Moore never properly served them either in  
24 accordance with California state law prior to removal or under federal law post-  
25 removal. Moore disagrees, asserting that both Respondents ultimately received notice  
26 and should be held to answer to the Petition.

27 The California Code of Civil Procedure generally details the content of the  
28 service one must receive, and the manner by which that service must be effected,

1 when an action is brought against that person in state court. Cal. Civ. Proc. Code  
2 § 413.10 *et seq.* Additionally, the California Probate Code incorporates the Code of  
3 Civil Procedure “[e]xcept to the extent that [the Probate Code] provides applicable  
4 rules.” Cal. Prob. Code § 1000.

5 Probate Code section 17200 empowers a trustee or beneficiary to file a petition  
6 with a probate court—as Petitioner did here—to adjudicate, among others, any issues  
7 regarding the internal affairs of a trust.<sup>3</sup> Section 17203 addresses who must receive  
8 notice of the petition and how the notice must be served. Subsection (a) provides that  
9 “[a]t least 30 days before the time set for the hearing on the petition, the petitioner  
10 shall cause notice of hearing to be mailed to,” among others, all trustees and  
11 beneficiaries.

12 Subsection (b), however, requires that the petitioner serve “notice of the hearing  
13 and a copy of the petition” to “any person, other than a trustee or beneficiary, whose  
14 right, title, or interest would be affected by the petition and who does not receive  
15 notice pursuant to subdivision (a).” Cal. Probate Code § 17203(b). That subsection  
16 further dictates that the petitioner must serve the notice and copy of the petition “in  
17 the manner provided in Chapter 4 (commencing with Section 413.10) of Title 5 of  
18 Part 2 of the Code of Civil Procedure.” *Id.*

19 *i. Notice to Grasselle*

20 Grasselle argues that any supposed notice it received was untimely because  
21 Moore mailed the First Amended Petition and Probate Case Cover Sheet on  
22 December 13, 2012. Grasselle points to California Code of Civil Procedure section  
23 415.40 for the proposition that service by mail to an out-of-state defendant is only  
24 effective 10 days after mailing. Since this case was removed before than 10-day  
25 period lapsed, Grasselle contends service was never effected at the state level.  
26

---

27 <sup>3</sup> Moore filed the First Amended Petition in the Los Angeles Superior Court Probate Department,  
28 invoking the Probate Court’s exclusive jurisdiction over the internal affairs of trusts under California  
Probate Code section 17000(a). (FAP ¶ 10.)

1 Grasselle also asserts that since Moore never sent it a federal summons following  
2 removal, service was likewise ineffective under federal law.

3 Moore counters that Grasselle’s “misguided technical arguments” are simply a  
4 ruse to cover up the fact that Grasselle ultimately did receive notice of the Petition.  
5 Though he fails to cite any law, Moore also argues that no summons is required for  
6 California probate matters, so it is irrelevant whether one was served.

7 Because Petitioner claims that Grasselle is a “sub-trustee” of the Carthage  
8 Trust, subsection (a) applies to the manner and extent of the notice it should have  
9 received at the state-court level. *See* Cal. Probate Code § 17203(a)(1). Petitioner was  
10 thus only obligated to mail Grasselle notice of the hearing. According to Petitioner’s  
11 purported state-level “Proof of Service of Summons,” he mailed a copy of the First  
12 Amended Petition and the Probate Case Cover Sheet to P.O. Box 964, Road Town,  
13 Tortola VG1110/British Virgin Islands with return receipt requested. (Mot. Ex. C.)

14 Under California law, “strict compliance [with service requirements] is not  
15 required.” *Dill v. Berquist Constr. Co.*, 24 Cal. App. 4th 1426, 1436–37 (1994).  
16 Rather, “substantial compliance is sufficient.” *Id.* But there is no evidence before the  
17 Court that Grasselle really did receive the notice required by section 17203(a). After  
18 all, the purported notice was sent to the wrong address, namely that of Grasselle’s  
19 former registered agent. To date, Moore has not filed proof of service on Grasselle.  
20 Imputing notice to Grasselle based on the evidence before the Court would require  
21 baseless assumptions, something wholly inappropriate for a judicial system predicated  
22 upon truthful, authenticated evidence.

23 Grasselle obviously received sufficient notice to enable it to appear before the  
24 Court for the purpose of filing the Motion to Dismiss.<sup>4</sup> But it would be  
25 counterintuitive for the Court to impute notice to Grasselle and Egglshaw based

---

26  
27 <sup>4</sup> The Federal Rules of Civil Procedure abolished the need for special appearances, because a party  
28 does not waive lack of personal jurisdiction so long as the issue is raised under Rule 12(b). *Republic  
Int’l Corp. v. Amco Engineers, Inc.*, 516 F.2d 161, 165 (9th Cir. 1975). Respondents appropriately  
asserted the issue by filing this Motion.

1 solely on the filing of this Motion when they were required to bring the Motion in  
2 order to assert the insufficient-notice defense. The Court accordingly finds that  
3 Grasselle did not receive the notice required by California Probate Code section  
4 17203(a).

5 Moore's purported notice likewise falters under federal law. As Grasselle  
6 points out, 28 U.S.C. § 1448 governs service in removed actions that was not effected  
7 properly or at all at the state level. The section provides that, after removal, "such  
8 process or service may be completed or new process issued in the same manner as in  
9 cases originally filed in such district court." 28 U.S.C. § 1448. Federal Rule of Civil  
10 Procedure 4 governs service in federal court. The Rule requires, among other things,  
11 that a summons be served on the defendant. Fed. R. Civ. P. 4(c)(1).

12 Moore never filed proof of service post-removal, and, by that argument, never  
13 proved he served a summons on Grasselle. The Court therefore finds that Moore  
14 failed to properly serve Grasselle either before or after this Petition was removed and  
15 **GRANTS** Grasselle's Motion on this ground.

16 *ii. Notice to Egglishaw*

17 Egglishaw argues that Moore did not properly serve him, because Egglishaw  
18 received the purported service on December 27, 2012, seven days after this case was  
19 removed to federal court. Like Grasselle, Egglishaw contends that under California  
20 Code of Civil Procedure section 415.40, Moore's service on him was untimely.  
21 Additionally, Egglishaw contends that Moore never properly served him post-  
22 removal, because Egglishaw likewise never received a federal summons.

23 In opposition, Moore clings to his substance-over-form argument, namely, that  
24 the Court should deem service was properly effected simply because Egglishaw  
25 ultimately received the First Amended Petition and Probate Case Cover Sheet.

26 Egglishaw's classification under section 17203 entails a more complex analysis  
27 than that of Grasselle. Under subsection (a), he could only possibly qualify as a  
28 trustee. It appears from the First Amended Complaint that Egglishaw is a principal of



1 Strachans, which owns the QS Trustee. (FAP ¶ 15.) The QS Trustee in turn owns  
2 Grasselle (*id.*), the entity that holds the Corner Banca account in bare trust for the QS  
3 Trustee. (*Id.* at ¶ 15.) The QS Trustee purportedly “appointed” the trust property, that  
4 is, the Swiss bank account, to the Carthage Trustee on December 30, 2005, under the  
5 Instrument of Appointment. (*Id.* at ¶ 18.) If this document was indeed validly  
6 executed, that would mean that Grasselle then held the bank account for the benefit of  
7 Paul Hogan, the current Carthage Trust beneficiary. Moore and Grasselle would then  
8 be co-trustees of the Carthage Trust.

9 At best, Egglshaw (through several corporate veils) could be categorized as a  
10 trustee of the Corner Banca account. But the connection is tenuous. Rather, he seems  
11 more appropriately labeled (if at all) as a person “whose right, title, or interest would  
12 be affected by the petition.” Cal. Prob. Code § 17203(b). He was thus entitled to  
13 notice of the hearing and a copy of the First Amended Petition. *Id.*

14 Egglshaw acknowledged in his Declaration that he received a copy of the First  
15 Amended Petition and the Probate Case Cover Sheet. (Egglshaw Decl. ¶ 5; *see also*  
16 Mot. Ex. B.) The First Amended Petition is stamped with the February 15, 2013  
17 hearing date. (Mot. Ex. B.) Given the totality of the information Egglshaw received,  
18 the Court finds that Moore complied with the substantive-notice requirement of  
19 section 17203(b).

20 The procedural question is another matter. Per Probate Code section 17203(b),  
21 the Code of Civil Procedure governs the procedure for serving one other than a trustee  
22 or beneficiary. Because Egglshaw is located outside of California, the Code’s out-of-  
23 state service requirements apply. Section 413.10(c) acknowledges that a defendant  
24 may be served through the Hague Service Convention, which is exactly what Moore  
25 attempted to do here.

26 But since Egglshaw received service seven days after this Petition was  
27 removed to federal court, this is a situation where “service [was] not . . . perfected

28 ///

1 prior to removal.” 28 U.S.C. § 1448. Moore was accordingly obligated to comply  
2 with Rule 4, which, among other things, requires a plaintiff to serve a summons.

3 Since Egglshaw, like Grasselle, never received a federal summons, Moore did  
4 not comply with federal-service requirements following removal. The Court therefore  
5 **GRANTS** Egglshaw’s Motion on this ground.

6 **B. Personal Jurisdiction**

7 To establish personal jurisdiction, the Due Process Clauses of the Fifth and  
8 Fourteenth Amendments require that a defendant “have certain minimum contacts  
9 with [the forum state] such that the maintenance of the suit does not offend traditional  
10 notions of fair play and substantial justice.” *Int’l Shoe*, 326 U.S. at 316 (internal  
11 quotation marks omitted). An out-of-state defendant must have “fair warning” that its  
12 activities in the forum state will subject it to personal jurisdiction. *Shaffer v. Heitner*,  
13 433 U.S. 186, 218 (1977) (Stevens, J., concurring). This fair warning can be  
14 established when the defendant has “purposefully directed his activities at residents of  
15 the forum, and the litigation results from alleged injuries that arise out of or relate to  
16 those activities.” *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 472 (1985)  
17 (citations omitted) (internal quotation marks omitted).

18 Personal jurisdiction falls into two categories: general or specific jurisdiction.  
19 *Boschetto v. Hansing*, 539 F.3d 1011, 1016 (9th Cir. 2008). A court has general  
20 jurisdiction when the defendant engages in “continuous and systematic general  
21 business contacts . . . that approximate physical presence in the forum state.”  
22 *Schwarzenegger v. Fred Martin Motor Co.*, 374 F.3d 797, 801 (9th Cir. 2004)  
23 (internal quotations marks omitted). Moore does not address general jurisdiction in  
24 his Opposition, and probably for good reason. The evidence before the Court fails to  
25 approach any level near “continuous and systematic general business contacts” by  
26 either Grasselle or Egglshaw.

27 ///

28 ///

1 The Ninth Circuit has expounded a three-part test for establishing specific  
2 personal jurisdiction: (1) the defendant must purposefully avail himself of the benefits  
3 and protections of the forum state; (2) the claim must arise out of, or be related to, the  
4 defendant’s forum-based activity; and (3) exercise of jurisdiction must comport with  
5 fair play and substantial justice. *Schwarzenegger*, 374 F.3d at 802.

6 *i. Personal Jurisdiction over Grasselle*

7 Grasselle argues that it has not purposefully availed itself of the benefits and  
8 protections of California law, because it conducts no continuous business, has no  
9 registered agent, does not litigate, and does not advertise in California. Grasselle’s  
10 only contacts with California, it argues, are the purported Instrument of Appointment  
11 and Nomineeship Agreement with the Carthage Trust. The Nomineeship Agreement  
12 does not arise under California law, because its choice-of-law provision selects “the  
13 laws of England Wales” as the governing law. (Moore Decl. Ex. D, at 4.) Grasselle  
14 further contends that it performed its duties under the agreements entirely abroad, as it  
15 sent statements and other correspondence via email from Switzerland or the British  
16 Virgin Islands. Lastly, Grasselle asserts that it would be highly burdensome to litigate  
17 in California when the majority of witnesses and documentary evidence is located  
18 outside the United States.

19 Moore contends, however, that Grasselle did avail itself of California law when  
20 it entered into a contract with a California trust administered by a California trustee  
21 for the benefit of a California beneficiary. Moore also argues that Grasselle carried  
22 out the Nomineeship Agreement in California by sending accounting ledgers and  
23 other documents to Moore in California. Finally, he asserts that California is the most  
24 efficient forum for resolution of this case because the trust is based here and both  
25 Respondents’ counsel are here.

26 Grasselle correctly points out that this case is analogous to the Ninth Circuit’s  
27 opinion in *McGlinchy v. Shell Chemical Co.*, 845 F.2d 802 (9th Cir. 1988). There, the  
28 court upheld the district court’s dismissal of a case for lack of personal jurisdiction

1 against an English company that negotiated a contract with a California resident. *Id.*  
2 at 816. The court identified four factors it found persuasive: (1) the “substance of the  
3 relationship” was formed abroad because the contract, though signed in California,  
4 was negotiated in England; (2) the contract made no reference to California, such as  
5 being a forum for disputes; (3) no agents of the defendant performed any part of the  
6 contract in California; and (4) unilateral activity by the plaintiff in California was  
7 insufficient to establish “minimum contacts” on the part of the defendant. *Id.* at 816–  
8 17.

9 Those factors are similarly present here. First, the substance of the Instrument  
10 of Appointment and Nomineeship Agreement, if they were ever properly executed,  
11 provided that Grasselle, a British Virgin Islands company, was to hold a Swiss bank  
12 account in trust—thousands of miles away from California. And this case even goes  
13 one step further than *McGlinchy*: unlike the contract in *McGlinchy*, the agreements at  
14 issue here were never signed by Grasselle, if at all, in California. *See id.* at 816.

15 Second, the agreements make few references to California. Rather, the  
16 Nomineeship Agreement provides that it “shall be governed by the laws of England  
17 and Wales and all disputes arising out of or in connection with [it] shall be subject to  
18 the exclusive jurisdiction of the English courts and the parties agree that England is  
19 clearly the most suitable forum for the trial of such issues.” (Moore Decl. Ex. D.)  
20 Also, the Instrument of Appointment, to the extent applicable to Grasselle, invokes  
21 “the laws of the channel island of Jersey”—again, not California. (*Id.* at Ex. C.)  
22 California simply plays little part in these two agreements.

23 The original Carthage Trust Agreement provides that any disputes arising out of  
24 the trust are to be litigated in the federal and state courts sitting in Los Angeles. But  
25 the Instrument of Appointment and Nomineeship Agreement, presuming they are  
26 valid, came later in time and thus would supersede the original forum-selection clause  
27 for these parties. *San Diego Constr. Co. v. Mannix*, 175 Cal. 548, 550 (1917);  
28 *Frangipani v. Boecker*, 64 Cal. App. 4th 860, 863 (1998).

1 The parties hotly dispute whether the Instrument of Appointment and  
2 Nomineeship Agreement were validly executed and whether Respondents breached  
3 their obligations under those agreements. But that issue bears little on the  
4 personal-jurisdiction discussion. At best, Grasselle signed the agreements and  
5 consented to being sued in England, not California. At worst, Grasselle never signed  
6 either agreement and still has no minimum contacts with California. Either way,  
7 Moore can find no light at the end of the personal-jurisdiction tunnel.

8 Third, the agreements were performed entirely abroad. Grasselle supposedly  
9 held the bank account—a Swiss account no less—in trust and provided, at least up to  
10 the time Moore alleges Grasselle stopped, accountings to Moore from either the  
11 British Virgin Islands or Switzerland. In short, the evidence before the Court shows  
12 that California plays but a small role in this affair.

13 Fourth, despite Moore’s repeated references to his presence in California, his  
14 unilateral activity is irrelevant in evaluating Grasselle’s minimum contacts with  
15 California. *Helicopteros Nacionales de Colombia, S.A. v. Hall*, 466 U.S. 408, 417  
16 (1984).

17 The Court therefore finds that it lacks personal jurisdiction over Grasselle and  
18 **GRANTS** its Motion to Dismiss for Lack of Personal Jurisdiction.

19 *ii. Personal Jurisdiction over Egglshaw*

20 On one hand, Egglshaw argues that the Court similarly lacks personal  
21 jurisdiction over him because he conducts no business in California nor does he  
22 employ any agents here. He also has not visited California since an unrelated trip in  
23 April 2005. On the other hand, Moore contends that courts have jurisdiction over  
24 those who aid and abet the wrongful conduct of those within a court’s jurisdiction.

25 Moore’s arguments for personal jurisdiction over Egglshaw are even more  
26 attenuated than those regarding Grasselle. Moore weaves a tangled web of ownership  
27 and ever-changing titles, attempting to link Egglshaw with Grasselle’s alleged  
28 shirking of fiduciary duties. Egglshaw, unlike Grasselle, is not even a signatory to

1 either of the purported agreements. Nor is there any indication that Egglshaw has had  
2 any connection to the Golden State since April 2005, months before these agreements  
3 were supposedly executed.

4 Further, to the extent that Moore contends the Court has jurisdiction over  
5 Egglshaw for allegedly aiding and abetting Grasselle's supposed breach of fiduciary  
6 duties, this argument fails given the Court's finding that it lacks personal jurisdiction  
7 over Grasselle.

8 The Court finds that it lacks personal jurisdiction over Egglshaw and  
9 **GRANTS** his Motion to Dismiss on that ground.

10 *iii. Motion for Discovery Continuance*

11 Moore also asks the Court to grant him a 60-day continuance to conduct further  
12 jurisdiction-related discovery if it is inclined to grant Respondents' Motion. While  
13 Moore did not choose to litigate in federal court, he did choose to bring the Petition  
14 against Respondents in Los Angeles, California. He should have known he had to  
15 establish jurisdiction over both Grasselle and Egglshaw, whether in state or federal  
16 court. The Court finds that any further discovery would be nothing more than an  
17 exercise in futility. Moore's request is accordingly **DENIED**.

18 **C. Venue**

19 Lastly, Grasselle and Egglshaw move to dismiss the First Amended Petition for  
20 improper venue under Rule 12(b)(3). But since the Court finds that it lacks personal  
21 jurisdiction over either Respondent, the venue issue is irrelevant.

22 Therefore, the Court **DENIES AS MOOT** the Motion to Dismiss for Improper  
23 Venue.

24 **V. CONCLUSION**

25 For the reasons discussed above, Respondents' Motion to Dismiss for Improper  
26 Service of Process and Lack of Personal Jurisdiction is **GRANTED**. Respondents'  
27 Motion to Dismiss for Improper Venue is **DENIED AS MOOT**. This case is  
28 **DISMISSED WITHOUT PREJUDICE** as to Respondents Grasselle and Egglshaw.

1 The Court notes that Moore has not filed proof of service on Strachans or  
2 otherwise updated the Court on the status of his case against Strachans. Petitioner  
3 Moore is hence **ORDERED TO SHOW CAUSE** by February 22, 2013, why this  
4 case should not be dismissed for failure to serve Respondent Strachans. The Court  
5 will discharge this Order either by valid proof of service or a status report informing  
6 the Court of Moore's diligent, good-faith efforts to effect proper service on Strachans.

7  
8 **IT IS SO ORDERED.**

9  
10 February 14, 2013

11  
12 

13 **OTIS D. WRIGHT, II**  
14 **UNITED STATES DISTRICT JUDGE**