SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION PART 39

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SONIC FINANCE INC., MIRAGE FINANCE INC.,

Plaintiff,

- v -

PRIMA BULKSHIP PTE. LTD., STAR BULKSHIP PTE. LTD., HALIM MOHAMAD, HASHIM HALIM, HALIM MAZMIN BERHAD

Defendant.

INDEX NO. 656660/2016

MOTION DATE 4/7/2017

MOTION SEQ. NO. 001

DECISION AND ORDER

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The following e-filed documents, listed by NYSCEF document number 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31

were read on this application to/for Dismiss

HON. SALIANN SCARPULLA:

Defendants Halim Bin Mohamad (Mohamad), Hisham Bin Halim (erroneously named Hashim Bin Halim) (Halim), and Halim Mazmin Berhad (HMB) (collectively, "the Moving Defendants") move for an order, pursuant to CPLR 3211 (a) (7) and (8), to dismiss the complaint for failure to state a claim and lack of personal jurisdiction. Plaintiffs cross-move for an order granting them partial summary judgment, under CPLR Article 53, recognizing and enforcing the foreign judgments they obtained in the United Kingdom against defendants Prima Bulkship Pte. Ltd. (Prima), and Star Bulkship Pte. Ltd. (Star).

Background

Plaintiffs Sonic Finance Inc. and Mirage Finance Inc. are the owners of shipping vessels known as the SUNRAY and the MOONRAY (notice of motion, exhibit 1, complaint, ¶¶ 8-9). Defendants Prima and Star are companies organized under the laws of Malaysia. Defendant HMB was also organized under the laws of Malaysia, and individual defendants Mohamad and Halim are domiciled in Malaysia (*see* plaintiffs' memo of law in opposition [plaintiffs' opp br] at 3). Allegedly, defendants HMB, Mohamad and Halim are the agents, aliases, and alter egos of defendants Prima and Star (complaint, ¶ 10).

In June 2010, plaintiffs negotiated to sell the SUNRAY and MOONRAY to nonparty the Halim Group, which, plaintiffs allege, upon information and belief, include defendant Mohamad and his wife, nonparty Mazmin Binti Noordin (*id.*, ¶ 23). Defendant Prima was a special purpose vehicle created, under Singapore law, as a shell entity to purchase the SUNRAY; and defendant Star was a Singapore special purpose vehicle created, as a shell entity, to purchase the MOONRAY (*id.*, ¶¶ 24-25). Neither Prima nor Star had revenue or assets other than the paid-up capital of Singapore $2.00, and had no bank accounts (*id.*, ¶ 26).

On July 15, 2010, plaintiffs entered into Memoranda of Agreements with Prima and Star to sell them the SUNRAY and the MOONRAY for $34 million US dollars each (the Agreements) (*id.*, ¶ 41). Pursuant to the Agreements, Prima and Star were to pay a 10% deposit on the purchase price for each vessel within 48 hours after signing the contracts (*id.*, ¶ 42). If Prima and Star failed to pay the deposits, plaintiffs had the right

to terminate and recover their losses and expenses (*id.*, ¶ 43). The Agreements provided that any disputes arising thereunder were to be referred to arbitration before the London Maritime Arbitrator's Association in London, England (*id.*, ¶ 63).

Prima and Star failed to pay the deposits, and on August 9, 2010, plaintiffs commenced arbitration proceedings in London under the dispute resolution clauses in the Agreements.

On October 21, 2011, while the arbitration proceedings were ongoing, plaintiffs were informed for the first time of the voluntary liquidations of Prima and Star, which had been commenced on April 18, 2011 (*id.*, ¶ 52).

On November 21, 2011, the London arbitration tribunal issued identical awards in both proceedings, directing Prima to pay plaintiff Sonic, and Star to pay plaintiff Mirage, $34 million US dollars, together with interest at the rate of 3.5% per annum, compounded at three monthly rests from July 30, 2010 until the date of payment, as well as seller's costs of the award on a standard basis, and costs of producing the award in the sum of £4,650.00 together with interest (the Awards) (*id.*, ¶¶ 54, 65; *see* complaint, exhibits 1 and 2).

In September 2016, plaintiffs obtained orders from the English High Court of Justice, Queen's Bench Division, permitting them to enforce the arbitration Awards in the same manner as a judgment of the English High Court (English Judgments) (complaint, exhibits 1 and 2).

Plaintiffs then commenced this action to enforce the English Judgments. They assert that defendants Prima and Star failed to respond or object to the Awards, which

were then entered as judgments. They seek enforcement of the English Judgments under the Uniform Foreign Country Money-Judgments Recognition Act, pursuant to CPLR article 5301 (*id.*, ¶¶ 73-74). Plaintiffs also allege that defendants Prima and Star have no bona fide separate identity, and are dominated and controlled by defendants Mohamad, Halim, and HMB, such that these defendants should be held liable on the English Judgments as Prima's and Star's alter egos (*id.*, ¶¶ 10-13). They claim that Mohamad, Halim, and HMB share common ownership, employees, space and operations (*id.*, ¶ 16). Plaintiffs allege that these defendants operated as a single economic enterprise and controlled Prima and Star, which were undercapitalized, with no bank accounts, revenue or assets (*id.*, ¶¶ 11-12, 17, 26).

Defendants Mohamad, Halim, and HMB move to dismiss for lack of personal jurisdiction. They argue that they were not parties to the underlying arbitration and resulting English Judgments, and that CPLR 5304 prohibits the recognition of a foreign judgment against such nonparties. They also argue that there is no basis for the assertion of either general (CPLR 301) or long-arm (CPLR 302 [a] [1]) jurisdiction over them. The Moving Defendants assert that they are not domiciled in the United States, and that they did not transact any business in New York out of which the plaintiffs' claims arose. They urge that plaintiffs have not even made a sufficient start regarding the personal jurisdiction issue to warrant discovery. The Moving Defendants further contend that plaintiffs cannot rely on the purely conclusory allegations that they were alter egos of Prima and Star, to treat them all as one entity for purposes of enforcing the English

Judgments. Finally, they argue that plaintiffs fail to establish the elements required to pierce the corporate veil.

In opposition, and in support of their cross motion seeking partial summary judgment recognizing and enforcing the English Judgments against Prima and Star, plaintiffs contend that it is undisputed that Prima and Star were subject to the jurisdiction of the London tribunal, were accorded all due process, and were given a full and fair opportunity to appear and defend the underlying claims. Plaintiffs urge that the Moving Defendants are subject to personal jurisdiction based on the complaint's allegations that HMB owns and operates shipping vessels that regularly trade in New York. Plaintiffs also argue that the Moving Defendants have an "alter ego relationship" with Prima and Star, that is, that they dominated and controlled them; that the Moving Defendants operated like a single economic enterprise; and that Prima and Star were undercapitalized, with no revenue or assets (plaintiffs' opp br at 12). Plaintiffs further urge that, at the least, they have made a start and are entitled to jurisdictional discovery, and, alternatively, assert in their brief only that they seek leave to amend their complaint.

Discussion

Cross Motion for Partial Summary Judgment Domesticating English Judgments

"New York has traditionally been a generous forum in which to enforce judgments for money damages rendered by foreign courts" (*Abu Dhabi Commercial Bank PJSC v Saad Trading, Contr. & Fin. Servs. Co.,* 117 AD3d 609, 610 [1st Dept 2014] [internal quotation marks and citation omitted]; *see CIBC Mellon Trust Co. v Mora Hotel Corp,*, 100 NY2d 215, 221, *cert denied* 540 US 948 [2003]). Thus, the Uniform Foreign

Country Money-Judgments Recognition Act has been adopted as CPLR 5303 (*see John Galliano, S.A. v Stallion, Inc.*, 15 NY3d 75, 79, *cert denied* 562 US 893 [2010]), based on principles of comity. Under CPLR Article 53, the court is asked "to perform its ministerial function of recognizing the foreign country money judgment and converting it into a New York judgment" (*CIBC Mellon Trust Co. v Mora Hotel Corp,*, 100 NY2d at 222 [internal quotation marks and citation omitted]). That statute provides that a foreign country judgment is recognized in New York, "unless a ground for nonrecognition under CPLR 5304 is applicable" (*John Galliano, S.A. v Stallion, Inc.*, 15 NY3d at 80). Under CPLR 5304 (a), the foreign judgment is not conclusive if it was rendered under a system that does not provide for impartial tribunals or due process procedures, or if the foreign court did not have personal jurisdiction over the defendants (CPLR 5304 [a] [1], [2]). Subsection b provides eight other grounds for nonrecognition.

Here, defendants Prima and Star have actual notice of the enforcement action (*see* NYSCEF Doc # 10), but do not appear or challenge the English Judgments under CPLR 5303 or 5304. The English courts clearly are impartial tribunals and have procedures compatible with due process. They had jurisdiction over Prima and Star, as those defendants had actively participated in the underlying arbitrations in London pursuant to their Agreements with plaintiffs, and were served with the plaintiffs' applications to enforce the Awards as judgments pursuant to an order of the English court. The Awards were then confirmed and judgments entered thereon in the English courts. Under these circumstances, the plaintiffs, as the parties seeking to enforce those judgments, "need not establish a basis for the exercise of personal jurisdiction over the judgment debtor by the

New York courts, because [n]o such requirement can be found in the CPLR, and none inheres in the Due Process Clause of the United States Constitution" (*Abu Dhabi Commercial Bank PJSC v Saad Trading, Contr. & Fin. Servs Co.*, 117 AD3d at 611 [internal quotation marks omitted], citing *Lenchyshyn v Pelko Elec.*, 281 AD2d 42, 47 [4th Dept 2001]). Thus,

> "[a]lthough CPLR 5304 (a) provides that the trial court may refuse recognition of the foreign country judgment if the foreign country court did not have personal jurisdiction over the judgment debtor, it does not provide for nonrecognition on the ground that the New York court lacks personal jurisdiction over the judgment debtor in a CPLR article 53 proceeding"

(*id.*). As no basis has been presented to challenge domestication of the English Judgments against defendants Prima and Star, partial summary judgment is granted to plaintiffs in the amount of the English Judgments, plus statutory post judgment interest at New York's statutory post judgment interest rate of 9% per annum from the date of the judgments in the English actions: that is, September 14, 2016 as against defendant Prima; and September 21, 2016 as against defendant Star, plus costs (*see id.* at 613).

Motion to Dismiss

On a motion to dismiss for lack of personal jurisdiction, the plaintiff bears the ultimate burden of establishing that the court has jurisdiction over each defendant (*see Marist Coll. v Brady*, 84 AD3d 1322, 1323 [2d Dept 2011]). To successfully oppose the motion because discovery on the jurisdiction issue is necessary, the plaintiff only needs to set forth a "sufficient start" to show that its position is not frivolous and warrants additional discovery (*id.* at 1322 [internal quotation marks and citation omitted]; *see also America/Intl. 1994 Venture v Mau*, 146 AD3d 40, 51 [2d Dept 2016]). Defendants

Mohamad, Halim, and HMB challenge jurisdiction under both general jurisdiction, CPLR 301, and specific jurisdiction, CPLR 302.

A court may exercise general jurisdiction over a foreign corporate defendant, under the Supreme Court's decision in *Daimler AG v Bauman* (571 US __, 134 S Ct 746, 755 [2014]), either in the forum where the corporation is incorporated or has its principal place of business, or in an "exceptional case," where the corporation's ties with the forum are so constant and pervasive "as to render [it] essentially at home in the forum State" (*id.* at 761 and n 19 [internal quotation marks and citation omitted]). New York courts have recognized that the "exceptional circumstances" constitutes a "very high bar" (*see Varga v McGraw Hill Fin. Inc.*, 2015 NY Slip Op 31453 [U], * 17 [Sup Ct, NY County 2015], *affd* 147 AD3d 480 [1st Dept 2017]). Thus, it has been held that "there is no basis for general jurisdiction pursuant to CPLR 301, [where a defendant] is not incorporated in New York and does not have its principal place of business in New York" (*Magdalena v Lins*, 123 AD3d 600, 601 [1st Dept 2014]). General jurisdiction over a corporation also has been denied even where the corporation's founder had an apartment in New York, since the founder resided and was domiciled in a foreign country (*id.*). For an individual defendant, the court looks to that defendant's domicile (*Goodyear Dunlop Tires Operations, S.A. v Brown*, 564 US 915, 924 [2011]; *Magdalena v Lins*, 123 AD3d at 601 [defendant not subject to general jurisdiction because he was domiciled in Uruguay]).

Here, HMB is a foreign corporation, organized under the laws of Malaysia, with its principal place of business there (defendants' moving brief at 12; plaintiffs' opp br at 3). Plaintiff fails even to assert that there are any exceptional circumstances under

Daimler. With respect to the individual defendants Mohamad and Halim, it is undisputed that they reside in Malaysia (*see* plaintiff's opposition brief at 3) and, therefore, are not domiciled in New York. At oral argument, plaintiffs conceded that they were not asserting general jurisdiction over the Moving Defendants (oral argument transcript, dated July 26, 2017 [oral arg tr] at 11). Plaintiffs have failed to set forth any basis for finding general jurisdiction over the Moving Defendants, and there is no basis to order jurisdictional discovery on this issue.

Under New York's long-arm statute (CPLR 302 [a] [1]), personal jurisdiction may be exercised over a defendant which transacts business in the state that is substantially related to the plaintiff's claims. Specifically, the statute provides, in relevant part,

> "(a) Acts which are the basis of jurisdiction. As to a cause of action arising from any of the acts enumerated in this section, a court may exercise personal jurisdiction over any non-domiciliary . . . who in person or through an agent:
> 1. transacts any business within the state or contracts anywhere to supply goods or services in the state"

(CPLR 302 [a] [1]). The inquiry under this provision is twofold: "under the first prong the defendant must have conducted sufficient activities to have transacted business in the state, and under the second prong, the claims must arise from the transactions" (*Rushaid v Pictet & Cie*, 28 NY3d 316, 323 [2016]; *see D&R Global Selections, S.L. v Bodega Olegario Falcon Pineiro*, 29 NY3d 292, 298 [2017]). The transacting business requirement confers jurisdiction over "an individual who was a primary actor in [a]

transaction . . . in New York," even if the individual was acting as a corporation's agent (*Kreutter v McFadden Oil Corp.*, 71 NY2d 460, 470 [1988]). It requires fewer contacts than general jurisdiction under CPLR 301, and, in fact, may be satisfied by proof of one transaction, if the claim arises from that very transaction (*Rushaid v Pictet & Cie*, 28 NY3d at 323 n 4). Jurisdiction is proper even if the defendant never physically enters the state, "so long as the defendant's activities here were purposeful and there is a substantial relationship between the transaction and the claim asserted" (*Fischbarg v Doucet*, 9 NY3d 375, 380 [2007] [internal quotation marks and citation omitted]). The requirement of purposeful, not passive, activity means intended or volitional activity by defendant constituting a transaction of business (*see Rushaid v Pictet & Cie*, 28 NY3d at 326-327; *Licci v Lebanese Can. Bank, SAL*, 20 NY3d 327, 340 [2012]). The plaintiff's claim must have an "articulable nexus" or "substantial relationship" with the defendant's transaction of business, and while this inquiry is relatively permissive, the claim must not be "completely unmoored" from the transaction (*D&R Global Selections, S.L. v Bodega Olegario Falcon Pineiro*, 29 NY3d at 298-299 [internal quotation marks and citations omitted]). "The nexus is insufficient where the relationship between the claim and transaction is too attenuated or merely coincidental" (*id.* at 299 [internal quotation marks and citation omitted]).

Here, plaintiffs do not submit any affidavits in opposition to the Moving Defendants showing of lack of long-arm jurisdiction, relying solely on their complaint, which was alleged on "information and belief" and which fails to identify the source of that information and belief. Plaintiffs do not allege that the Agreements at issue were

negotiated or executed in New York, and there is no allegation that there were meetings here between these Moving Defendants, defendants Prima and Star, and the plaintiffs, involving the Agreements to buy SUNRAY and MOONRAY (*see* oral arg tr at 20).

In fact, the Moving Defendants had no agreements with plaintiffs. The complaint only references a web address, http://halimazmin.com/about-us/business-activities, which indicates that HMB owns and operates vessels that conduct substantial business throughout the East Coast of the United States; according to plaintiffs, this "presumably includes New York ports" (plaintiffs' opp br at 14). The website indicates that HMB's address is in Malaysia, and that its vessels are Malaysian flagged. It also refers to HMB's unrelated joint venture with nonparty Kawasaki Kisen Kaisha, Ltd., which, according to plaintiffs' opposition brief, allegedly "owns and operates approximately 350 vessels with regular trading destinations in the state of New York" (plaintiffs' opp br at 14). Even if these speculative allegations about some potential New York activity, which do not directly involve HMB, could qualify as a transaction of business, plaintiffs fail to make any connection between this alleged shipping activity, and the claims in the complaint, to warrant the exercise of jurisdiction over these defendants (*D&R Global Selections, S.L. v Bodega Olegario Falcon Pineiro*, 29 NY3d at 299).

Plaintiffs' claims involve the purchase of the two vessels, the SUNRAY and the MOONRAY, by Prima and Star, and the arbitration of Prima's and Star's breach of their obligation to pay for the vessels. HMB's involvement, with a completely unrelated party, in the business of shipping vessels that may potentially use New York ports is wholly incidental to those claims. Plaintiffs' internet reference fails to make even a "sufficient

start" to entitle plaintiffs to jurisdictional discovery to oppose defendants' motion to dismiss (*see Leuthner v Homewood Suites by Hilton*, 151 AD3d 1042, 1044 [2d Dept 2017]; *National Union Fire Ins. Co. of Pittsburgh, Pa. v Jackson Tr. Auth.*, 127 AD3d 490, 490 [1st Dept 2015]). Plaintiffs have not alleged facts which would support jurisdiction under CPLR 301 or 302 (a) (1), and, therefore, have failed to show how further discovery might lead to evidence that personal jurisdiction over the Moving Defendants exists here (*Leuthner v Homewood Suites by Hilton*, 151AD3d at 1045). Moreover, as to defendants Mohamad and Halim, an individual defendant is not subject to jurisdiction in New York unless that individual is doing business in the state individually, rather than on behalf of a corporation (*see Brinkmann v Adrian Carriers, Inc.*, 29 AD3d 615, 617 [2d Dept 2006]). Plaintiffs make no such showing regarding these defendants.

Plaintiffs further seek to demonstrate jurisdiction by urging that this court pierce the corporate veil, that is, to impute its jurisdiction over Prima and Star to Mohamad, Halim, and HMB, or to impute its jurisdiction over HMB to all the defendants. "Where personal jurisdiction exists over a defendant, jurisdiction over his alter-ego is proper as well" (*TransAsia Commodities Ltd. v NewLead JMEG, LLC*, 45 Misc 3d 1217 [A], 2014 NY Slip Op 51612 [U], *6 [Sup Ct, NY County 2014] [Ramos, J], citing *Southern New England Tel. Co. v Global NAPs Inc.*, 624 F3d 123, 138 [2d Cir 2010]).

Plaintiffs fail, however, to demonstrate any basis for personal jurisdiction in New York over Prima or Star, and no independent basis over HMB. Instead, they point out that plaintiffs themselves are foreign entities registered to do business in New York.

However, it is the defendants' connections to the state that are relevant for jurisdiction. Where there is no personal jurisdiction over the corporate defendants, jurisdiction cannot be proper over their alleged alter egos, Mohamad, Halim, and HMB (*cf. New Media Holding Co. LLC v Kagalovsky*, 97 AD3d 463, 464 [1st Dept 2012] [where two defendants negotiated partnership agreement in New York, and acted subsequently in New York, including commencing federal court action in New York based on partnership agreement at issue, other defendants were subject to long-arm jurisdiction on alter-ego theory]; *TransAsia Commodities Ltd. v NewLead JMEG, LLC*, 45 Misc 3d 1217 [A], 2014 NY Slip Op 51612 [U], *6 [personal jurisdiction existed over two defendants who had consented to jurisdiction, and jurisdiction over remaining defendants was found based on alter-ego relationship between them]). Plaintiffs are trying to bootstrap jurisdiction based on veil piercing allegations, without demonstrating that the court has personal jurisdiction over any of the defendants.

In any event, plaintiffs fail to demonstrate any basis for alter-ego liability against Mohamad, Halim, and HMB. To assert alter-ego liability, a plaintiff must allege complete domination by the defendant over the corporation with respect to the transaction attacked, and that the domination was used to commit a fraud or wrong against the plaintiff which resulted in injury to the plaintiff (*Matter of Morris v New York State Dept. Taxation & Fin.*, 82 NY2d 135, 141 [1993]; *Baby Phat Holding Co., LLC v Kellwood Co.*, 123 AD3d 405, 407 [1st Dept 2014]). A bare claim that the corporation was "completely dominated by the owners, or conclusory assertions that the corporation acted as their alter-ego," will not give rise to piercing the corporate veil (*see e.g. Matter of*

Goldman v Chapman, 44 AD3d 938, 939 [2d Dept 2007]). Domination alone is insufficient – there must be proof of wrongdoing or injustice to the plaintiff (*TNS Holdings v MKI Sec. Corp.*, 92 NY2d 335, 339 [1998]). Factors to be considered include the failure to adhere to corporate formalities, inadequate capitalization, personal use of corporate funds, and commingling of assets (*Olivieri Constr. Corp. v WN Weaver St., LLC*, 144 AD3d 765, 767 [2d Dept 2016]). The allegations in the complaint here simply parrot a few of those factors, vaguely asserting that Mohamad, Halim, and HMB dominated and controlled Prima and Star by, allegedly, sharing common ownership, employees, operations; and that Prima and Star were collectively controlled as a single economic enterprise (compliant, ¶¶ 11-12, 16-17). Plaintiffs fail to show that, even if these defendants dominated Prima and Star, that control resulted in some fraud or wrong against plaintiffs. Therefore, plaintiffs fail to demonstrate a basis for long-arm jurisdiction over these defendants under CPLR 302 (a) (1).

The court's assertion of jurisdiction over a defendant must also comport with federal constitutional due process requirements, that is, it must be predicated on a defendant's minimum contacts with New York (*Rushaid v Pictet & Cie*, 28 NY3d at 330-331; *George Reiner & Co. v Schwartz*, 41 NY2d 648, 650 [1977]; *see also International Shoe Co. v Washington*, 326 US 310, 316 [1945]). "It is well established that a nondomiciliary must have certain minimum contacts with [the forum] such that the maintenance of the suit does not offend traditional notions of fair play and substantial justice" (*Rushaid v Pictet & Cie*, 28 NY3d at 331 [internal quotation marks and citation omitted]). "The minimum contacts test has come to rest on whether a defendant's conduct

and connection with the forum State are such that it should reasonably anticipate being hauled into court there" (*id.* [internal quotation marks and citation omitted]; *see also Licci v Lebanese Can. Bank, SAL*, 20 NY3d at 338; *Nick v Schneider*, 150 AD3d 1250, 1252–53 [2d Dept 2017]).

Here, because the court finds that personal jurisdiction over defendants Mohamad, Halim, and HMB is proscribed by CPLR 301 and 302 (a) (1), this court need not engage in a due process analysis (*see Penguin Group [USA] Inc. v American Buddha*, 16 NY3d 295, 302 [2011] [only if elements of CPLR long-arm jurisdiction are met, then court assesses whether the exercise of personal jurisdiction satisfies federal due process]; *Mount Whitney Inv., LLLP v Goldman Morgenstern & Partners Consulting, LLC*, 2017 WL 1102669, * 6 [SD NY 2017]).

Finally, to the extent that plaintiffs seek leave to amend their complaint through an assertion in their opposition brief, they fail to provide any proposed amendments (*see* CPLR 3025 [b]), and fail even to assert what these amendments would say, and how they would cure the jurisdiction defects. This informal request for such relief is denied.

Accordingly, it is

ORDERED that the cross motion of plaintiffs for partial summary judgment as against defendants Prima Bulkship Pte. Ltd. and Star Bulkship Pte. Ltd. is granted; and it is further

ORDERED that the plaintiffs' English Judgments, which are in their favor and against defendants Prima Bulkship Pte. Ltd and Star Bulkship Pte. Ltd, are hereby recognized by this Court, pursuant to CPLR Article 53, and are hereby converted to

judgments of this court, along with costs and statutory interest effective as of the dates those judgments were entered by the English court; and it is further

ORDERED that plaintiffs shall submit a proposed judgment on notice to the New York County Clerk in their favor and against defendants Prima Bulkship Pte. Ltd and Star Bulkship Pte. Ltd in accordance herewith; and it is further

ORDERED that the motion by defendants Halim Bin Mohamad, Hisham Bin Halim (erroneously named Hashim Bin Halim), and Halim Mazmin Berhad to dismiss for lack of personal jurisdiction is granted, the complaint is dismissed as against these defendants, and the Clerk is directed to enter judgment accordingly.

9/26/2017
DATE

SALIANN SCARPULLA, J.S.C.

CHECK ONE:	[X]	CASE DISPOSED	[ ]	NON-FINAL DISPOSITION			
	[ ]	GRANTED	[ ]	DENIED	[X]	GRANTED IN PART	[ ] OTHER
APPLICATION:	[ ]	SETTLE ORDER			[ ]	SUBMIT ORDER	
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